

**DOOR COUNTY  
TOURISM ZONE COMMISSION AGREEMENT**

**Amended 1/1/2009**

Pursuant to Wisconsin Statutes '66.0615 and Wisconsin Statutes '66.0301, the following municipalities of Door County, Wisconsin enter into this Agreement for the purpose of promoting and developing tourism:

**Municipalities:**

Village of Egg Harbor	14	Town of Nasewaupee
Village of Ephraim	15	Town of Washington
Village of Sister Bay	16	Town of Gardner
Town of Baileys Harbor	17	Town of Sturgeon Bay
Town of Egg Harbor	18	Town of Brussels
Town of Gibraltar	19	Town of Forestville
Town of Jacksonport	20	Village of Forestville
Town of Liberty Grove	21	Town of Clay Banks
Town of Sevastopol	22	City of Sturgeon Bay

1. Single Destination. The contracting municipal parties agree and acknowledge that the traveling public generally perceives the area encompassing the municipalities as a single destination.

2. Commission Created. The contracting municipalities further agree to create a Commission pursuant to the provisions of Wisconsin Statutes 66.0615 for the purpose of monitoring the collection of room taxes, contracting with the Tourism Entity to obtain staff, support service and assistance in developing and implementing programs to promote the Tourism Zone to visitors, and to do all things necessary and provided for by the statute.

3. Room Tax to be Enacted. The participants of this Agreement agree to enact a Room Tax Ordinance with the effective date of May 1, 2007 or acknowledge that a room tax already exists in their municipality. Any municipality wishing to join the Door county Tourism Zone in the futures will adapt this Agreement, the ORDINANCE FOR THE COLLECTION OF TAX ON OVERNIGHT LODGING and any amendments therewith, (Exhibit A) and accept the bylaws and all agreements, contracts, policies and procedures of the Door County Tourism Zone Commission in effect at the time membership is granted.

4. 5.5% Tax. Under this Agreement the participating municipalities agree that the Room Tax Rate shall be five and one half percent (5.5%).

5. Room Tax Imposed. The Room Tax is imposed on transient lodgers by entities furnishing, at retail, rooms or lodging to transients, renting for less than thirty (30) days, by hotelkeepers, motel operators and other persons furnishing accommodations that are available to the public. In addition any Condominium Association in which the Association brokers any form of rental lodging that is subject to Sales or Use Tax shall also be subject to this ordinance. Any Real Estate Agency which also rents lodging that is subject to Sales or Use Tax shall also be subject to this Agreement. The Room Tax is imposed on the gross receipts, the total revenue received from the retail furnishing of rooms, lodging and all lodging amenities received for the rates charged by a hotel or motel as defined within this Agreement. Lodging amenities may include breakfast, newspaper, Internet, telephone, cable TV, swimming pool, whirlpools and other amenities not available without charge to the general public not staying at the lodging establishment. Sales not subject to the Room Tax would be any items sold over the counter, as in a gift shop, separate sales in an adjoining restaurant, room service, vending machine or bar, the part of a package sale that is separate from lodging. Sales not subject to sales tax would also be exempt from Room Tax. There is also no sales tax on the Room Tax.

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2 6. Definitions. Hotel or motel means a building, group of buildings or structure in which the public may obtain  
3 accommodations for a monetary consideration, including, without limitation, such establishments as inns, motels,  
4 hotels, tourist homes, private homes, bed and breakfast establishments, rooming houses, condominiums, summer  
5 camps, apartment homes, resort lodges and cabins, commercial indoor lodging facilities, campgrounds with A-  
6 frames, cabins or trailers and any other building or group of buildings available to the public.

7  
8 7. Transient Lodging Permit. Any person, partnership or corporation furnishing lodging in a participating municipi-  
9 pality who or which is a party to this Agreement, shall, before commencing business, file with the clerk of the Tour-  
10 ism Zone Commission, an application and obtain a permit to operate each place of business subject to this Agree-  
11 ment. There shall be no cost for the filing of the application or the permit. Such a permit is not transferable or as-  
12 signable upon transfer of business ownership. The application form shall include, at minimum, the following infor-  
13 mation:

- 14  
15 a. The name of the business under which the person, partnership or corporation transacts business or in-  
16 tends to transact business. (This name shall agree with that used for Sales Tax Permits.)  
17 b. The name of the agent for the business or other person designated as responsible to remit the Room  
18 Tax. A means of contacting this person including email address, postal address, telephone number, fax  
19 number and cell phone number.  
20 c. The physical and mailing address of the business.  
21 d. Number of rental units at the location for each month of the year during which the business is operat-  
22 ing.  
23 e. The signature of the person designated in item b. above.

24  
25 The Commission may accept the application, review it for accuracy and issue the permit. The permit shall only be val-  
26 id for the person named on the application as being responsible to remit the Room Tax. In cases where that person  
27 should change or the ownership should change during the life of the permit, the submittal of a new application and  
28 the issuance of a new permit shall be necessary. All information on this permit shall be kept current at all times.  
29

30 8. Penalty for Non-compliance. Any party in violation of the ORDINANCE FOR THE COLLECTION OF TAX ON  
31 OVERNIGHT LODGING by failing to obtain and maintain a lodging permit, when such permit is required, shall be sub-  
32 ject to a forfeiture of not less than twenty dollars (\$20.00) nor more than one hundred dollars (\$100.00) for each vio-  
33 lation. Each room or unit separately rented or offered for rent and each day of such rental or offer for rental of such  
34 unit shall be a separate violation. In addition, injunctive relief is hereby authorized to discontinue violation of the  
35 aforementioned Ordinance. Any party deemed to have violated the Ordinance shall be obligated to pay the costs of  
36 prosecution, in addition to actual attorney fees expended in the enforcement of the Ordinance.  
37

38 9. Distribution of Tax. Of the Room Tax collected, seventy percent (70%) will be used by the Commission for the  
39 promotion of the Tourism Zone to visitors and to encourage overnight stays. An amount equal to four percent (4%)  
40 of the total Room Tax collected will be subtracted from this seventy percent (70%) and used to pay the administra-  
41 tion expenses of the Commission including the cost of: issuing permits, monitoring collection of Room Tax, review-  
42 ing the progress of the contracted Tourism Entity, approving the Tourism Entity's budget, approving the payment of  
43 monthly expenses and preparing monthly, quarterly and annual reports to the participating municipalities plus any  
44 and all tasks and costs necessary in the operation of the Commission. The remaining sixty-six percent (66%) shall be  
45 distributed to a contracted tourism entity in such manner as the Commission so determines to satisfy an agreed-  
46 upon budget to promote the Tourism Zone. The percentage available for Administrative expenses may be revised as  
47 directed in article 18, Administration. All funds in excess of the approved Tourism Entity budget shall be retained by  
48 the Commission in a reserve fund. This reserve funds need not be expended in the year they were collected and may  
49 be used in the proceeding budget cycle. These excess funds can be used by the Commission to help promote local or  
50 special events within the Tourism Zone through the Tourism Entity. The tourism entity may from time to time pre-  
51 sent special non-budgeted promotions that may require the use of the reserve funds. The expenditure of these ex-

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cess funds for any reason shall be approved by the Commission by a two thirds (2/3) assenting vote of the commissioners present at a meeting, properly noticed and at which a quorum is present. The remaining thirty percent (30%) shall be distributed to the municipality from which the Room Tax was collected "to use for" such purposes as the respective governing body determines.

10. Payment. Room Tax should be paid by the lodging property on a monthly basis. It should be paid by the end of the month following the month in which it was collected. While the Room Tax is owed to the local municipality which imposed the tax, for convenience and collection purposes, all room tax returns and payments are to be sent directly to the Commission. The Commission, by the twenty-fourth (24<sup>th</sup>) of each month, will send to each participating municipality a payment along with the report required in Section 19 of this agreement showing the total room tax collected from all lodging properties in their municipality for the previous month. This payment will equal thirty percent (30%) of all Room Tax collected in their municipality plus or minus any adjustments from the previous months.

11. Room Tax Returns. The Monthly Room Tax Return filed with the room tax payment by the lodging property shall contain the following information: permit number, name of the business, physical address, postal address, municipality, name of the designated person filling out the return, month and year the return is for, total available rental units during the month (number of rental units in the facility multiplied by the days in the month or days they were open), number of rooms or units rented, total lodging sales for the month, room tax to be paid (which should equal total lodging sales multiplied by the 5.5% Room Tax) and the signature of the person filling out this return, attesting to the accuracy. This information will allow the Commission to judge the accuracy of the return and also, with all returns in total, to judge the effectiveness of the tourism promotion. The Commission shall establish the form of the monthly tax return as either a paper and/or electronic document. An on-line reporting system with an ACH payment option may also be implemented.

12. Exemptions. The member municipalities recognize that additional municipalities may join at a future date. Upon approval of the standard adoption ordinance the Commission will enforce the exemption language below, if exemptions are granted by the new member.

### Initial Adoption Year Exemptions.

The following exemptions shall automatically expire on December 31st of the calendar year of adoption. During the period of time from the effective date of the Room Tax ordinance until December 31st of that calendar year, there may be exemptions to the collection of the Room Tax subject to audit. Any person or business otherwise required to file a return and make a payment under this Agreement, will be allowed an exemption from the requirement to collect and pay Room Tax for any signed contract dated prior to the adoption of the Agreement in which the contract guarantees the lodging rates and the applicable taxes. This also applies to any gift certificate purchase before the adoption of this Agreement, which is not for a fixed dollar amount, but, instead, for the amount paid, guarantees a particular lodging rate and the applicable taxes. This exemption does not apply to reservations made before the adoption of this agreement, which are not binding contracts. The Commission shall establish provisions for the proper reporting of these exemptions.

This section shall only apply to municipalities joining after May 28, 2008.

13. Enforcement. The Commission shall pursue enforcement of delinquent room tax. Delinquent Room Tax returns shall be subject to a twenty-five dollar (\$25) late filing fee. The tax imposed by this Agreement shall become delinquent if not paid by the due date of the return. A forfeiture of twenty-five percent (25%) of the room tax due or five thousand dollars (\$5,000.00), whichever is less, of the tax imposed is hereby established, due and owing in the event that the room tax is not paid within thirty (30) days after the due date of the return. To prevent payment omissions, within ten (10) days of the failure to receive a Room Tax payment, the Commission shall send a written past due statement, or in the event of electronic filing, an electronic delinquency notice to the designated person or agent at the late paying lodging business. In addition to this forfeiture, all unpaid taxes under this Agreement shall

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1 bear interest at the rate of one percent (1%) per month from the due date of the return until received and deposited  
2 by the Commission and the payment has cleared through the bank.  
3

4 Whenever the Commission has probable cause to believe that the correct amount of room tax has not been as-  
5 sessed or that the tax return is not correct, or that the tax has not been paid, the Commission is authorized to exam-  
6 ine and inspect the books, records, memoranda and property of any person in order to verify the tax liability of that  
7 person or another person. Upon completion of this examination, the Commission shall make an estimate of the  
8 amount of tax owed. A penalty of five percent (5%) shall be added to this estimated tax liability. In addition, this es-  
9 timated tax and penalty shall bear interest at the rate of one percent (1%) per month from the due date of the miss-  
10 ing or incorrect return until received by the Commission and the payment has cleared through the bank. Unless sat-  
11 isfactory financial arrangements have been made with the Commission's treasurer to satisfy payment of any and all  
12 delinquent Room Tax, fees, penalties and interest, the lodging permit shall be suspended or revoked.  
13

14 The Commission, through its attorney, may coordinate enforcement efforts with the Department of Revenue for the  
15 collection of all delinquent Room Tax and may contract with a collection agency. The Commission shall be responsi-  
16 ble for prosecuting fraudulent returns and collecting delinquent tax, penalties and interest. All amounts recovered,  
17 whether in the form of tax, penalties, or interest shall be subject to the provisions of paragraph 9 hereof so that  
18 seventy percent (70%) of all such amounts recovered shall be retained by the Commission with the remaining thirty  
19 percent (30%) paid to the municipality from which the collection was made.  
20

21 Authority is hereby delegated to the Door County Tourism Zone Commission to act as agent for all member municipi-  
22 talities in the enforcement of the ORDINANCE FOR THE COLLECTION OF TAX ON OVERNIGHT LODGING. The Door  
23 County Tourism Zone Commission shall have and may exercise the full authority which would otherwise be available  
24 to the municipalities in the enforcement of the Ordinance, including the ability to seek enforcement and penalties  
25 for the failure to comply with the Ordinance as the requirements in Section 7 of this agreement define, for obtaining  
26 and maintaining a lodging permit. In addition, injunctive relief is hereby authorized to discontinue violation of the  
27 Ordinance. Any party deemed to have violated the Ordinance shall be obligated to pay the cost of prosecution, in  
28 addition to actual attorney fees expended in the enforcement of the Ordinance.  
29

30 14. Confidentiality. All Room Tax returns, schedules, exhibits, writings or audit reports relating to such returns on  
31 file with the Commission and the municipality are deemed confidential, except the Commission or municipality may  
32 divulge their contents to the following, and no others:  
33

- 34 a. The person or his or her legal representative who filed the return;
- 35 b. Officers, employees or agents of the municipal treasurer and the Commission;
- 36 c. Other persons for the use in the discharge of duties imposed by law, or in the discharge of the duties of  
37 their office (unless otherwise prohibited by law), or by order of a court.  
38

39 15. Commission Membership. The Commission created by a Tourism Zone Agreement under Wisconsin Statutes  
40 '66.0615 shall consist of the following members:  
41

- 42 a. Three (3) members from each municipality in which annual tax collections exceed \$1 million.
- 43 b. Two (2) members from each municipality in which annual tax collections exceed \$300,000.
- 44 c. One (1) member from each municipality in which annual tax collections are \$300,000 or less.
- 45 d. Two additional members (at large members), who represent the Wisconsin hotel and motel industry,  
46 shall be appointed to the Commission by a majority vote of members of the Commission, or a duly au-  
47 thorized nominating committee, and these individuals shall serve for a one-year term at the pleasure of  
48 the Commission and may be reappointed. These members shall not be members of the Board of Direc-  
49 tors or employees of the Tourism Entity.  
50

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1 The Commission shall be subject to the provisions of the Wisconsin Open Meetings law as amended. Members of the  
2 Commission shall be appointed by the principal elected official in the municipality and shall be confirmed by a majori-  
3 ty vote of the members of the municipality's governing body who are present when the vote is taken. Commission-  
4 ers shall serve a one-year term, at the pleasure of the appointing official and may be reappointed. Members of the  
5 Commission shall receive no pay, but may be compensated for actual expenses and mileage while attending meet-  
6 ings or on official business for the Commission. This compensation may be in the form of prepayment, allowance or  
7 actual reimbursement of any expenses incurred. While membership on the Commission is provided for each munici-  
8 pality in the zone agreement, all membership positions need not be filled if a municipality does not see a need. A  
9 member community that does not appoint a representative shall not count towards the determination of a quorum.  
10 All municipalities will still receive their monthly, quarterly and annual reports from the Commission. If a member of  
11 the Commission resigns or is removed for cause, the municipal body that appointed the member may appoint an-  
12 other person to fulfill the unexpired term. If the subject member was appointed by the chairperson they may ap-  
13 point another person to fill the unexpired term.

14  
15 16. Commission Procedures. The Commission shall meet monthly, but may also meet at the call of the chairperson  
16 or by petition of any three members. The Commission may by a vote of the membership modify the monthly meet-  
17 ing requirement. Any members or others having direct control of finances of the Commission shall be subject to a  
18 bond meeting the requirements of Wisconsin Statutes '19.01 in an amount of no less than Fifty thousand dollars  
19 (\$50,000.00). The Commission shall also maintain errors and omissions coverage and any other insurance deemed  
20 necessary in the conduct of its business. Expenses of the bond and insurance are paid as administration expenses by  
21 the Commission. Any checks or payments issued by the Commission shall bear the signatures of two (2) officers of  
22 the Commission (chairperson, vice chairperson, secretary and/or treasurer). The Commission shall submit all financial  
23 records to a licensed accounting firm for an annual financial audit and a copy of that audit shall be made a portion of  
24 the annual report to participating municipalities. The accounting firm shall be selected by a majority vote of the  
25 Commission. All meeting notices and minutes shall be sent to member municipalities.

26  
27 17. Commission Organization. The organization and powers of the Commission shall be as follows:

- 28  
29 a. The Commission shall be empowered to act once three (3) municipalities have approved the ORDI-  
30 NANCE FOR THE COLLECTION OF TAX ON OVERNIGHT LODGING and the DOOR COUNTY TOURISM  
31 ZONE COMMISSION AGREEMENT. The selection of officers (chairperson, vice-chairperson, and secre-  
32 tary and/or treasurer) shall be determined by the membership. The Commission is authorized to con-  
33 tract for services with the Tourism Entity. The chairperson of the Commission shall solicit nominations of  
34 individuals to serve as the two (2) at large members who shall represent the interest of the transient  
35 lodging industry. The chairperson shall preside at all meetings, participate in the appointment of all  
36 committees only with ratification by the Commission, prepare the meeting agendas and generally per-  
37 form the duties of the presiding officer. The Commission may vote to establish an executive committee  
38 including at least one at large member. The powers of the executive committee including the ability to  
39 approve bills and payments shall be determined by a two thirds (2/3) assenting vote of the commission-  
40 ers present at a meeting, properly noticed and at which a quorum is present.
- 41 b. After six (6) months have elapsed from the first Commission meeting the terms of the initial officers  
42 shall expire. The current members shall elect new officers. The at large members representing the tran-  
43 sient lodging industry shall retain their membership until their terms expire. After this transcending pe-  
44 riod all officers and at large members' terms will expire in June, 2008. At the Commission regular month-  
45 ly meeting in June or as soon as possible thereafter new officers shall be elected for a one (1) year term  
46 and the at large representatives shall be appointed for a one (1) year term to coincide with the election  
47 of officers.
- 48  
49 c. The Commission may develop bylaws which are consistent with this Agreement and approved by a two-  
50 thirds (2/3) majority of member municipalities.

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18. Administration. Administrative expenses of the Commission, which are all the expenses except for distribution to the Tourism Entity for tourism promotion, as stated previously in this Agreement cannot exceed four percent (4%) of the gross Room Tax collected and shall come from the seventy percent (70%) that does not go to the municipalities. This four percent (4%) administration fee may be increased upon approval of two-thirds (2/3) of the member municipalities. These expenses can include, but are not limited to the following: compensation to Commissioners for actual expenses and mileage while attending meetings or on official business for the Commission, wages paid to an administrative assistant, mileage paid to the administrative assistant when necessary in his/her work, rental of office space, accounting fees for the annual audit, insurance costs to cover bonding and anything else found necessary, office equipment, office supplies, postage, telephone, internet, utilities and any legal expenses, including litigation and any other expenses associated with the collection of unpaid Room Tax. The rate paid for mileage shall be the same as the standard Internal Revenue Service rate for business mileage adjusted periodically.

19. Reports. The Commission shall submit the following reports to all participating municipalities:

- a. A monthly report that lists all lodging properties in the municipality, the total amount of Room Tax they collectively paid and any properties that are delinquent. It should also include a payment to the municipality for thirty percent (30%) of the amount collected. This report and payment should be sent by the twenty-fourth (24<sup>th</sup>) of the month for collections received by the Commission in the previous month.
- b. A quarterly report showing detailed expenditures for all administrative expenses of the Commission. Also included shall be a quarterly report for the previous three months from the Tourism Entity. This report should itemize all expenses that were incurred during the quarter and have been paid or should be paid. This report should be available sixty (60) days after the end of the quarter.
- c. An Annual Report should summarize the activity of the past year. It should include the Commission's annual audit, all room taxes collected by the municipalities for each month of the year and a detailed report of all administrative expenses, all payments to the Tourism Entity and an end of year balance sheet. It also should include the annual report from the Tourism Entity. This report shall summarize the activity of the past year but, most importantly; it must show the return on investment, i.e., what was gained from the room taxes invested, how well the goals and objectives established in the last annual report were achieved. It must also show what the goals and objectives for the coming year will be. These goals and objectives should have been set after discussion and mutual agreement between the Tourism Entity and the Commission. This report should be made available to the member municipalities and lodging properties within the Tourism Zone ten (10) days before the Commission's annual meeting. An annual meeting of the Door County Tourism Zone Commission shall be held in the month of May of each year, after the annual report has been received and before the new summer season begins to answer any questions, discuss any concerns and further explain all goals and objectives. All Municipal Boards and permitted lodging properties located within the Tourism Zone and the Door County Visitor Bureau shall be notified and invited to attend this annual meeting.

20. Agreement Term/Amendment. The term of this Agreement shall be five (5) years from the effective date of January 1, 2007. After the first five (5) years, any member municipality may withdraw, without penalty, from this Tourism Zone Agreement upon giving the Commission six (6) months notice. However, upon withdrawal, the municipality shall convey to the Commission seventy percent (70%) of the room tax generated for the calendar year in which such notice was provided. This conveyance shall be paid under the same terms and conditions specified in the Agreement. At any time, a two-thirds (2/3) majority of the municipal boards participating in this Agreement can amend, in writing, the Door County Tourism Zone Commission Agreement. Further, this Agreement can be terminated in its entirety by two-thirds (2/3) majority of the municipal boards that are party to this Agreement. It is anticipated that additional municipalities may join this Commission in the future by adopting the ORDINANCE FOR THE COLLECTION OF TAX ON OVERNIGHT LODGING, this DOOR COUNTY TOURISM ZONE COMMISSION AGREEMENT, the DOOR COUNTY TOURISM ZONE COMMISSION BYLAWS and any agreements, contracts, policies and procedures in effect at the time membership is granted.

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1 21. Authority. In signing this Agreement, representatives of the respective municipalities represent and warrant  
2 that this contract has been approved by the legislative body of that municipality and that appropriate authority rest  
3 in the signatories on behalf of the respective municipalities.

4  
5 22. Severable. Any provision in this Agreement which is deemed unenforceable or unlawful shall be interpreted as  
6 having been removed from this Agreement without affecting the remaining provisions in this Agreement. Any such  
7 unlawful or ineffective provisions shall be severable from the remainder of the Agreement.

8  
9 23. Disputes. This Agreement shall be interpreted under the laws of the State of Wisconsin. Any litigation with re-  
10 spect to this Agreement shall be venued exclusively in the Circuit Court for Door County, Wisconsin.

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1 **Municipality – Village of Sister Bay**

2 By: President s/s Denise L. Bhirdo, 04/12/07

3 Attest: s/s Robert L. Kufirin

4

5 **Municipality – Village of Ephraim**

6 By: President s/s Paul Burton, 04/12/07

7 Attest: s/s Diane Kirkland

8

9 **Municipality – Village of Egg Harbor**

10 By: President s/s Bruce K. Hill, 04/12/07

11 Attest: s/s Patricia C. Gureski

12

13 **Municipality – Town of Egg Harbor**

14 By: Chairperson s/s Paul Peterson, 04/12/07

15 Attest: s/s Patricia C. Gureski

16

17 **Municipality – Town of Baileys Harbor**

18 By: Chairperson s/s James Parent, 04/12/07

19 Attest: s/s Patricia C. Gureski

20

21 **Municipality – Town of Gibraltar**

22 By: President s/s Merrell Runquist, 04/12/07

23 Attest: s/s Patricia C. Gureski

24

25 **Municipality – Town of Jacksonport**

26 By: Chairperson s/s George Bagnall, 04/12/07

27 Attest: s/s Patricia C. Gureski

28

29 **Municipality – Town of Liberty Grove**

30 By: Chairperson s/s William P. Casey, 04/12/07

31 Attest: s/s Walter L. Kalms

32

33 **Municipality – Town of Sevastopol**

34 By: Chairperson s/s Charles Tice, 04/12/07

35 Attest: s/s Patricia C. Gureski

36

37 **Municipality – Town of Nasewaupee**

38 By: Chairperson s/s Steve Sullivan, 04/14/07

39 Attest: s/s Paul Georgia

40

41 **Municipality – Town of Washington**

42 By: Chairperson s/s Timothy Jessen 07/19/07

43 Attest: s/s Valerie Carpenter

44

45 **Municipality – Town of Gardner**

46 By: Chairperson s/s Paul DeWitt 05/05 08

47 Attest: s/s Amy Sacotte

48

49 **Municipality – Town of Sturgeon Bay**

50 By: Chairperson s/s Daniel Chilar 10/06/08

51 Attest: s/s Nancy Anschutz

52 **Municipality – Brussels**

53 By: Chairperson s/s George Delveaux 10/14/2008

54 Attest: s/s Nancy Anschutz

55

56 **Municipality – Town of Forestville**

57 By: Chairperson s/s Edson Stevens 10/20/08

58 Attest: s/s Ruth Kerscher

59

60 **Municipality – Town of Union**

61 By: Chairperson s/s Clayton Fontaine 10/21/08

62 Attest: s/s Rena LaLuzerne

63

64 **Municipality – Village of Forestville**

65 By: Chairperson s/s Tom Tostrup 11/3/08

66 Attest: s/s Kathy Mueller

67

68 **Municipality – Clay Banks**

69 By: Chairperson s/s Myron Johnson 11/19/08

70 Attest: s/s Jessica Bongle

71

72 **Municipality – City of Sturgeon Bay**

73 By: Mayor s/s Thomas Voegele 12/16/08

74 Attest: s/s Stephanie Reinhardt

