



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA  
TUESDAY, JANUARY 16, 2018  
12:00 P.M. NOON  
COUNCIL CHAMBERS, CITY HALL – 421 MICHIGAN ST  
THAD G. BIRMINGHAM, MAYOR**

1. Call to order.
2. Pledge of Allegiance.
3. Roll call.
4. Adoption of agenda.
5. Consideration of the following bills: General Fund – \$424,682.58, Capital Fund - \$231,411.16, Cable TV - \$3,237.59, TID #4 - \$7,914.50, and Solid Waste Enterprise Fund - \$4,358.99 for a grand total of \$671,604.82. [roll call]
6. CONSENT AGENDA
  - \* All items listed with an asterisk (\*) are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests before the Adoption of the Agenda, in which event the item will be removed from the Consent Agenda and considered immediately following the consent agenda.
    - \* a. Approval of 1/2/18 regular and 1/8/18 special Common Council minutes.
    - \* b. Approval of the following minutes:
      - (1) Police & Fire Commission – 8/21/17
      - (2) Sturgeon Bay Utility Commission – 11/14/17
      - (3) Sturgeon Bay Utility Commission – 12/12/17
      - (4) Finance/Purchasing & Building Committee – 12/26/17
      - (5) Board of Public Works – 1/2/18
    - \* c. Place the following reports on file:
      - (1) Inspection Department – December 2017
      - (2) Police Department – December 2017
      - (3) Fire Department – December 2017
    - \* d. Consideration of: Approval of Beverage Operator licenses.
    - \* e. Consideration of: Approval of Sidewalk Café Permit from Henry S. Baird #174.
    - \* f. Finance/Purchasing & Building Committee recommendation re: Approve Intergovernmental Agreement.
7. Mayoral appointments.
8. Consideration of: Award of contract to dismantle, salvage, and store the grain elevator.
9. Second reading of ordinance re: Repeal and recreate Section 3.02(3) of the Municipal Code – Bonding of Clerk and Treasurer.

**10. Committee Chairperson Reports:**

- a. Personnel Committee
- b. Parking & Traffic Committee
- c. Community Protection & Services Committee
- d. Sturgeon Bay Utility Commission

**11. Mayor's comments.**

**12. Convene in closed session in accordance with the following exemption:**

**Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Wis. Stats. 19.85(1)(e)**

**Consideration of: Offer to Purchase Amity Field Property.**

**Move to reconvene in open session to take formal action upon preceding subject of closed session, if appropriate; or to conduct discussion or give further consideration where the subject is not appropriate for closed session consideration. The Council may adjourn in closed session.**

**13. Adjourn.**

**NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.**

Posted:

Date: 1.12.18

Time: 12:00pm

By: DM

CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 01/16/2018

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL FUND				
2017 CAPITAL PROJECTS & EQUIP				
01761	ASSOCIATED TRUST COMPANY	GO REFND BOND 11.14.17	01-000-901-70002	325.00
TOTAL 2017 CAPITAL PROJECTS & EQUIP				325.00
TOTAL GENERAL FUND				325.00
MAYOR				
EHLERS	EHLERS & ASSOCIATES, INC.	2018 CONFERENCE REGISTRATION	01-100-000-55600	230.00
TOTAL				230.00
TOTAL MAYOR				230.00
LAW/LEGAL				
16555	PINKERT LAW FIRM, LLP	11/17 LEGAL MATTERS	01-110-000-55010	3,150.00
16555		11/17 TID 1 LEGAL MATTERS	01-110-000-55010	26.00
BUELOW	BUELOW, VETTER, BUIKEMA,	12/17 LABOR LAW	01-110-000-57900	684.00
TOTAL				3,860.00
TOTAL LAW/LEGAL				3,860.00
CITY CLERK-TREASURER				
EHLERS	EHLERS & ASSOCIATES, INC.	2018 CONFERENCE REG-CLARIZIO	01-115-000-55600	230.00
WCMA	WCMA	2018 ANNL MEMBERSHIP-CLARIZIO	01-115-000-56000	50.00
TOTAL				280.00
TOTAL CITY CLERK-TREASURER				280.00
ADMINISTRATION				
EHLERS	EHLERS & ASSOCIATES, INC.	2018 CONFERENCE REGISTRATION	01-120-000-55600	230.00
TOTAL				230.00
TOTAL ADMINISTRATION				230.00
COMPUTER				
03101	CDW GOVERNMENT, INC.	6 OFFICE PRO 2016 LICENSES	01-125-000-55550	1,969.20
03101		2 WIO LICENSES	01-125-000-55550	241.96
03101		HP COLOR PRINTER-ASSESSING	01-125-000-55550	545.69
03101		WIRELESS MOUSE	01-125-000-54999	19.12
03101		2 MONITORS	01-125-000-55550	273.24
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	PRINTER TONERS	01-125-000-51950	393.25
TOTAL				3,442.46

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
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GENERAL FUND				
TOTAL COMPUTER				3,442.46
CITY ASSESSOR				
01740	ASSESSMENT TECHNOLOGIES	RENEW MKRT DRIVE SITE LIC	01-130-000-51100	1,864.38
ASSO APP	ASSOCIATED APPRAISAL	01.16.18 CONTRACT	01-130-000-55010	1,333.33
TOTAL				3,197.71
TOTAL CITY ASSESSOR				3,197.71
MUNICIPAL SERVICES ADMIN.				
06600	FRV INC	PLOTTER REPAIRS	01-145-000-58999	1,012.00
SPETZ	BRIAN SPETZ	WSLS MEMBERSHIP REIMB/SPETZ	01-145-000-56000	170.00
TOTAL				1,182.00
TOTAL MUNICIPAL SERVICES ADMIN.				1,182.00
PUBLIC WORKS ADMINISTRATION				
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	2 DESK CALENDARS	01-150-000-51950	6.10
BUBRICKS		CALENDARS	01-150-000-51950	37.32
TOTAL				43.42
TOTAL PUBLIC WORKS ADMINISTRATION				43.42
CITY HALL				
03159	CHARTER COMMUNICATIONS	12/17 FIRE CABLE SVC	01-160-000-58999	119.92
03159		12/17 WS FIRE CABLE SVC	01-160-000-58999	100.42
05500	ENERGY CONTROL AND DESIGN INC	BOILER REPAIRS	01-160-000-58999	1,651.99
19880	STURGEON BAY UTILITIES	421 MICHIGAN ST	01-160-000-56150	2,386.47
19880		421 MICHIGAN ST	01-160-000-58650	233.02
23730	WPS	421 MICHIGAN ST-CITY HALL	01-160-000-56600	1,561.90
KONE	KONE INC.	ELEVATOR MAINT CONTRACT	01-160-000-58999	1,623.60
WARNER	WARNER-WEXEL WHOLESALE &	GARBAGE BAGS	01-160-000-54999	36.97
WARNER		CLEANER	01-160-000-54999	9.00
WARNER		TOILET CLEANER	01-160-000-54999	34.68
WARNER		PAPER TOWEL	01-160-000-54999	53.27
TOTAL				7,811.24
TOTAL CITY HALL				7,811.24
INSURANCE				
MCCLONE	MCCLONE AGENCY, INC	01/18 WORK COMP	01-165-000-58750	13,932.00



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GENERAL FUND				
MCCLONE		01/18 GOVT ENTITY CRIME	01-165-000-55450	1,530.00
MCCLONE		01/18 GEN LIAB	01-165-000-56400	3,152.00
MCCLONE		01/18 POLICE LIAB	01-165-000-57150	1,189.00
MCCLONE		01/18 PUBLIC OFFICIAL	01-165-000-57400	1,196.00
MCCLONE		01/18 AUTO LIAB	01-165-000-55200	1,966.00
MCCLONE		01/18 AUTO. PHY DAMAGE	01-165-000-55200	1,652.00
TOTAL				24,617.00
TOTAL INSURANCE				24,617.00
GENERAL EXPENDITURES				
04696	DOOR COUNTY TREASURER	2017 4TH QTR PHONE PORT	01-199-000-58200	477.30
04696		2017 4TH ATR VOICE MAIL	01-199-000-58200	157.95
BOETTCOM	BOETTCHER COMMUNICATIONS	DEC WEBSITE UPDATE 10 PLUGINS	01-199-000-51100	26.92
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	COPY PAPER & SUPPLIES	01-199-000-55650	347.75
WI	WISCONSIN DEPT OF REVENUE	BUSINESS TAX REG RENEW	01-199-000-58900	10.00
TOTAL				1,019.92
TOTAL GENERAL EXPENDITURES				1,019.92
POLICE DEPARTMENT				
04150	DE JARDIN CLEANERS LLC	UNIFORM MAINT-BRINKMAN	01-200-000-56800	13.41
04150		UNIFORM MAINT-BRINKMAN	01-200-000-56800	7.71
STAPLES	WISCONSIN DOCUMENT IMAGING LLC	5448 BLACK COPIES	01-200-000-55650	59.93
STAPLES		1049 COLORED COPIES	01-200-000-55650	34.62
US BANK	US BANK EQUIPMENT FINANCE	RICOH COPIER 23 OF 48	01-200-000-55650	167.00
US BANK		PROPERTY DAMAGE	01-200-000-55650	27.02
US BANK		PERS PROP TAX CHRGE 2017	01-200-000-55650	206.66
TOTAL				516.35
TOTAL POLICE DEPARTMENT				516.35
POLICE DEPARTMENT/PATROL				
04150	DE JARDIN CLEANERS LLC	UNIFORM MAINTENANCE-HOUGAARD	01-215-000-56800	13.11
04150		UNIFORM MAINT-CRABB	01-215-000-56800	24.00
04575	DOOR COUNTY HARDWARE	SPARE CHIP KEY & KEY CHAINS	01-215-000-54999	71.57
04590	DOOR COUNTY HUMANE SOCIETY	2018 1ST QTR ANML CNTRL	01-215-000-55100	3,750.00
19880	STURGEON BAY UTILITIES	NEENAH AVE CAMERA	01-215-000-56150	11.90
ALADDIN	ALADDIN FIRE PROTECTION, LLC	6 HYDROSTATIC TEST CYL & GSKTS	01-215-000-52900	166.50
ARMYSUR	GREAT ARMY-NAVY SURPLUS	4 TERRAIN PANTS @ \$29.00	01-215-000-52900	116.00
ARMYSUR		4 TERRAIN SHIRTS @ \$42.00	01-215-000-52900	168.00
CUSTOM	CUSTOM SERVICE INFORMATION LLC	ANML POLICY UPDATE SVC 2018	01-215-000-58999	500.00
ERC	ERC INC	EMPLOYEE CLINICAL SESSION	01-215-000-57100	115.00
GRANTS	PUBLIC GRANTS & TRAINING INIT	INTERROGATION TRNING-BILODEAU	01-215-000-55600	150.00
GRANTS		INTERROGATION TRNING-COYHIS	01-215-000-55600	150.00
GRANTS		INTERROGATION TRNING-CRABB	01-215-000-55600	150.00
GRANTS		INTERROGATON TRNING-HAACK	01-215-000-55600	150.00

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GENERAL FUND				
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	MAINTENANCE '16 EXPLRER	01-215-000-58600	160.65
JIM FORD		SQUAD 60 MAINTENANCE	01-215-000-58600	150.10
JIM FORD		2017 EXPLORER	01-215-000-58600	75.36
JIM FORD		SQUAD 10 MAINTENANCE	01-215-000-58600	551.94
JIM FORD		2006 EXPLORER MAINTENANCE	01-215-000-58600	219.63
JIM FORD		IMPALA MAINTENANCE	01-215-000-58600	46.77
TOTAL				6,740.53
TOTAL POLICE DEPARTMENT/PATROL				6,740.53
POLICE DEPT. / INVESTIGATIONS				
11350	DOOR/KEWAUNEE DRUG TASK FORCE	2018 DRUG/MEG UNIT DUES	01-225-000-57950	10,000.00
SAFRAN	MORPHOTRUST USA, LLC	2018 MAINT AGREE FNGRPRINT MCH	01-225-000-58999	1,599.00
TOTAL				11,599.00
TOTAL POLICE DEPT. / INVESTIGATIONS				11,599.00
FIRE DEPARTMENT				
01765	ATLAS OUTFITTERS	ICE RESCUE EQUIP REPLACEMNT	01-250-000-51350	1,398.00
04575	DOOR COUNTY HARDWARE	COMPRESSION CAP	01-250-000-54999	2.49
04575		GRAND CONNECTOR	01-250-000-54999	16.99
04575		JACK POST	01-250-000-54999	109.98
04575		CAP	01-250-000-54999	1.79
08225	HERLACHE SMALL ENGINE	VENT SAW SHARPENER & GAGE	01-250-000-52700	20.00
16352	PENFLEX, INC	2018 LOSA ADMIN FEE	01-250-000-50377	1,000.00
16570	PIONEER FIRE COMPANY	UNIFORMS	01-250-000-52900	57.98
18448	RENNERTS FIRE EQUIP SER INC	AIR SWITCH /E4	01-250-000-53000	138.52
19880	STURGEON BAY UTILITIES	92 E MAPLE STREET	01-250-000-56675	5.20
19880		MARTIN PARK RESTROOM	01-250-000-56675	5.20
19880		421 MICHIGAN ST	01-250-000-56675	118.00
19880		421 MICHIGAN ST TRUCK FILL	01-250-000-56675	41.00
19880		MEM FLD SPRINKLER	01-250-000-56675	42.00
19880		MEM FLD WARMING HOUSE	01-250-000-56675	42.00
19880		GARLAND PARK	01-250-000-56675	5.20
19880		GIRLS LITTLE LEAGUE	01-250-000-56675	42.00
19880		FIRE PROTECTION	01-250-000-56675	8,720.75
19880		QUINCY ST BALLFLD	01-250-000-56675	42.00
19880		MADISON AVE SPRINKLER	01-250-000-56675	13.00
19880		10 PENNSYLVANIA ST DOCK	01-250-000-56675	24.40
19880		1018 GREEN BAY ROAD	01-250-000-56150	15.45
19880		1ST AVE EAST SIDE DOCK	01-250-000-56675	5.20
19880		1ST AVE MARINA	01-250-000-56675	42.00
19880		KENTUCKY ST CITY RAMP	01-250-000-56675	5.20
19880		48 KENTUCKY ST DOCK	01-250-000-56675	13.00
19880		48 KENTUCKY ST CITY MARINA	01-250-000-56675	42.00
19880		59 VACANT LOT	01-250-000-56675	920.40
21450	THE UNIFORM SHOPPE	UNIFORMS	01-250-000-52900	124.85
21450		UNIFORMS	01-250-000-52900	107.95
21472	UBS FINANCIAL SERVICES INC.	2018 LOSA CONTRIBUTION	01-250-000-50377	2,520.00
23730	WPS	656 OXFORD AVE-W SIDE FIRE	01-250-000-56600	197.17

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GENERAL FUND				
BREATH	SUB-AQUATICS, INC	VALVE REBUILD KITS	01-250-000-56250	82.74
O'REILLY	O'REILLY AUTO PARTS	FUEL ADDITIVE	01-250-000-53000	42.24
O'REILLY		STARTER #10	01-250-000-53000	148.38
O'REILLY		CORE RETURN	01-250-000-53000	-10.00
PAULCONW	PAUL CONWAY SHIELDS	REPLACEMENT WRENCHS	01-250-000-51350	590.00
PAULCONW		BOOTS	01-250-000-52900	415.00
R0000350	KEYSTONE PSYCHOLOGY LLC	PT TESTING	01-250-000-57100	450.00
STAPLES	WISCONSIN DOCUMENT IMAGING LLC	COPIER TONER	01-250-000-54999	39.58
STATEEMP	DEPT OF ADMINISTRATION	PT TESTING	01-250-000-57100	175.00
TOTAL				17,772.66
TOTAL FIRE DEPARTMENT				17,772.66
COMPOST/SOLID WASTE SITE				
19880	STURGEON BAY UTILITIES	COMPOST SITE	01-320-000-56150	20.92
TOTAL				20.92
TOTAL COMPOST/SOLID WASTE SITE				20.92
STREET SWEEPING				
02844	BRUCE MUNICIPAL EQUIPMENT INC	RETURN IGNITION SWITCH	01-330-000-51400	-33.93
02844		FREIGHT CREDIT	01-330-000-51400	-11.72
02844		MIRROR	01-330-000-51400	91.87
02844		FREIGHT	01-330-000-51400	16.53
TOTAL				62.75
TOTAL STREET SWEEPING				62.75
SNOW REMOVAL				
06012	FASTENAL COMPANY	15' 3/8 CHAIN	01-410-000-51400	52.35
06012		2 1/2 SHACKLES	01-410-000-51400	19.85
13150	MASTERCRAFT WELDING SYSTEM	CURB GUARD STOCK	01-410-000-51400	60.00
13655	MONROE TRUCK EQUIPMENT, INC	HYDRAULIC LIFT CYLINDER	01-410-000-51400	329.47
13655		FLOW CONTROLS	01-410-000-51400	177.46
TOTAL				639.13
TOTAL SNOW REMOVAL				639.13
STREET SIGNS AND MARKINGS				
04575	DOOR COUNTY HARDWARE	THREAD PLUG	01-420-000-52550	7.59
TOTAL				7.59
TOTAL STREET SIGNS AND MARKINGS				7.59

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
CURB/GUTTER/SIDEWALK				
10750	PREMIER CONCRETE INC	CONCRETE	01-440-000-51200	53.50
TOTAL				53.50
TOTAL CURB/GUTTER/SIDEWALK				53.50
STREET MACHINERY				
13655	MONROE TRUCK EQUIPMENT, INC	STAINLESS STEEL ELBOWS	01-450-000-52150	29.97
13655		BRONZE PRO WET PUMP	01-450-000-58600	791.78
13655		SHIPPING	01-450-000-58600	8.00
13655		AIR BAG	01-450-000-52150	234.40
13655		SHIPPING	01-450-000-52150	7.00
19240	SERVICE MOTOR CO	FAN SWITCH	01-450-000-53000	20.00
19240		SHIPPING	01-450-000-53000	8.66
20725	T R COCHART TIRE CENTER	SVC CALL & TIRE REPAIR	01-450-000-52150	112.00
20725		FLAT TIRE REPAIR	01-450-000-52150	68.50
QUALITY	QUALITY TRUCK CARE CENTER INC	CLAMPS	01-450-000-53000	32.48
QUALITY		SHIPPING	01-450-000-53000	18.00
TOTAL				1,330.79
TOTAL STREET MACHINERY				1,330.79
CITY GARAGE				
01766	AURORA MEDICAL GROUP	PRE EMPLOY SCREEN-MCFARLIN	01-460-000-57100	107.00
04575	DOOR COUNTY HARDWARE	CARPET CLEANER & LIME REMOVER	01-460-000-54999	11.17
04575		VELCRO	01-460-000-54999	31.99
04575		FASTNERS	01-460-000-54999	4.72
04575		FASTNERS	01-460-000-54999	3.92
04575		LIGHT BULB & STAPLER	01-460-000-54999	11.58
04575		SHOVELS	01-460-000-55300	70.58
04575		FASTENERS	01-460-000-54999	13.52
04575		CREDIT RETURN	01-460-000-54999	-1.20
04575		ASSORTED PLUMBING SUPPLIES	01-460-000-55300	38.94
04603	HALRON LUBRICANTS INC	WASTE OIL COLLECTION	01-460-000-54999	22.50
06012	FASTENAL COMPANY	SHOP SUPPLIES	01-460-000-54999	41.57
06012		SHOP SUPPLIES	01-460-000-54999	35.24
06012		SHOP SUPPLIES	01-460-000-54999	46.17
06012		SHOP SUPPLIES	01-460-000-54999	130.82
23730	WPS	835 N 14TH AVE-GARAGE	01-460-000-56600	1,726.06
23730		911 N 14TH AVE HOUSE	01-460-000-56600	98.52
CDE	PAULA REICHEL	SAFETY VESTS	01-460-000-52350	666.40
WARNER	WARNER-WEXEL WHOLESALE &	PAPER TOWEL	01-460-000-54999	30.79
TOTAL				3,090.29
TOTAL CITY GARAGE				3,090.29
CELEBRATION & ENTERTAINMENT				
SRO	SRO EVENTS, INC	2018 HARMONY INSTALLMENT #1	01-480-000-58999	8,966.67

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GENERAL FUND				
TOTAL				8,966.67
TOTAL CELEBRATION & ENTERTAINMENT				8,966.67
HIGHWAYS - GENERAL				
13321	LARRY JENNERJOHN	2017 SAFETY BOOT/ JENNERJOHN	01-499-000-56800	235.00
19880	STURGEON BAY UTILITIES	808 S DULUTH AVE	01-499-000-58000	10.07
19880		EGG HARBOR RD TRAFFIC LIGHT	01-499-000-58000	38.11
19880		EGG HARBOR RD TRFC LITE	01-499-000-58000	32.84
19880		MADISON AVE TRFC LIGHTS	01-499-000-58000	152.47
19880		ORNAMENTAL LIGHTS	01-499-000-58000	4,903.61
19880		OVERHEAD LIGHTS	01-499-000-58000	6,872.41
19880		LANSING & WALNUT SIGN	01-499-000-58000	8.27
19880		1ST AVE EAST SIDE DOCK	01-499-000-58000	63.68
19880		OLD HWY RD SIGN	01-499-000-58000	11.66
DEGREEF	GARY DEGREEF	RAIN JACKET-DEGREEF	01-499-000-56800	62.99
MAX BLEY	MAX BLEY	HI VIS JACKET-BLEY	01-499-000-56800	107.32
TOTAL				12,498.43
TOTAL HIGHWAYS - GENERAL				12,498.43
PARKS AND PLAYGROUNDS				
04575	DOOR COUNTY HARDWARE	RESPIRATORS	01-510-000-52350	9.99
04575		CABLE TIES	01-510-000-52550	17.98
04575		FASTNRS,TAPE MEAS., HITCH PIN	01-510-000-53000	30.79
04575		FASTENERS	01-510-000-53000	28.62
04575		GARDEN HOSE	01-510-000-51850	25.99
04575		WASH FLUID, MAGNETS, GLUE, LUB	01-510-000-53000	20.34
04575		SNDPAPER,HOOK, PAINT SCRAPER	01-510-000-53000	18.97
04575		GLUE, WINDSHIELD WASH FLUID	01-510-000-53000	10.58
04575		CHIAN,SPRING LINK	01-510-000-53000	18.85
04575		FASTENERS	01-510-000-53000	18.48
04575		MOUSE TRAPS	01-510-000-52350	7.98
19880	STURGEON BAY UTILITIES	MARTIN PARK PAVILLION	01-510-000-56150	9.96
19880		MARTIN PARK RESTROOM	01-510-000-58650	8.00
19880		MEM FLD WARMING HOUSE	01-510-000-56150	133.70
19880		ICE RINK FLOODING CREDIT	01-510-000-58650	-134.29
19880		MEM FLD WARMING HOUSE	01-510-000-58650	286.71
19880		GARLAND PARK	01-510-000-56150	8.24
19880		GARLAND PARK	01-510-000-58650	8.00
19880		421 MICHIGAN ST FLAG LIGHT	01-510-000-56150	28.11
19880		MEM FLD PKG LOT	01-510-000-56150	17.91
19880		MEM FLD COMPLEX	01-510-000-56150	237.00
19880		GILRS LITTLE LEAGUE	01-510-000-58650	27.00
19880		QUNICY ST BALLFLD	01-510-000-58650	27.00
20725	T R COCHART TIRE CENTER	FLAT TIRE	01-510-000-53000	25.00
23730	WPS	335 N 14TH AVE- MEM FLD	01-510-000-56600	156.11
QUALITY	QUALITY TRUCK CARE CENTER INC	AIR RESERVOIR ASSMBY	01-510-000-53000	320.53
TRACTOR	TRACTOR SUPPLY CREDIT PLAN	SNOW FENCE POSTS	01-510-000-51750	104.70
TOTAL				1,472.25

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CITY OF STURGEON BAY  
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INVOICES DUE ON/BEFORE 01/16/2018

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
TOTAL PARKS AND PLAYGROUNDS				1,472.25
ICE RINKS				
04575	DOOR COUNTY HARDWARE	COUPLING INSRTS, HOSE CLAMP	01-530-000-54999	20.28
04575		KEYS & KEY RING	01-530-000-54999	17.31
04575		FASTENERS	01-530-000-54999	9.48
06012	FASTENAL COMPANY	SAFETY SUPPLIES	01-530-000-52350	253.06
TOTAL				300.13
TOTAL ICE RINKS				300.13
MUNICIPAL DOCKS				
13150	MASTERCRAFT WELDING SYSTEM	ROUND STOCK-AERATOR HOLDERS	01-550-000-55350	95.00
16725	ESP PRODUCTS, INC	SAWYER & HARBOR LADY DOCK	01-550-000-55900	674.00
16725		SAWYER & HARBOR LADY DOCK	01-550-000-55900	950.00
23730	WFS	36 S NEENAH AVE	01-550-000-56600	16.77
TOTAL				1,735.77
TOTAL MUNICIPAL DOCKS				1,735.77
WATERFRONT PARKS & WALKWAYS				
19880	STURGEON BAY UTILITIES	JUNIPER ST WALKWAY	01-570-000-56150	154.56
19880		JUNIPER ST PARKING LOT	01-570-000-56150	92.60
19880		48 KENTUCKY ST WTRFRNT	01-570-000-56150	321.86
19880		1ST AVE MARINA	01-570-000-56150	299.02
19880		1ST AVE MARINA	01-570-000-58650	51.40
19880		KENTUCKY ST CITY RAMP	01-570-000-56150	353.31
19880		48 KENTUCKY ST DOCK	01-570-000-58650	11.40
19880		48 KENTUCKY ST CITY MARINA	01-570-000-58650	27.00
TOTAL				1,311.15
TOTAL WATERFRONT PARKS & WALKWAYS				1,311.15
EMPLOYEE BENEFITS				
03780	COUNSELING ASSOCIATES OF DC	JANUARY EAP	01-600-000-56553	150.83
TOTAL				150.83
TOTAL EMPLOYEE BENEFITS				150.83
TOTAL GENERAL FUND				114,507.49

CAPITAL FUND

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INVOICES DUE ON/BEFORE 01/16/2018

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAPITAL FUND				
COMPUTER				
04696	DOOR COUNTY TREASURER	FIBER OPTIC	10-125-000-59040	196,992.00
HEARTBUS	HEARTLAND BUSINESS SYSTEMS, LLC	2 POLYCAMS	10-125-000-59040	1,507.40
PAULCONW	PAUL CONWAY SHIELDS	4 SEEK THERMAL CAMERAS	10-125-000-59040	2,430.25
TOTAL				200,929.65
TOTAL COMPUTER				200,929.65
FIRE DEPARTMENT				
EXPENSE				
01765	ATLAS OUTFITTERS	TOW SHIELD & SHIPPING	10-250-000-59050	735.00
VANS	VANS FIRE & SAFETY, INC	EXTINGUISHER-T #2	10-250-000-59060	176.95
TOTAL EXPENSE				911.95
TOTAL FIRE DEPARTMENT				911.95
ROADWAYS/STREETS				
LEAD LATERAL				
06045	FELLNER SOIL SEPTIC	LEAD LAT REIMB #7	10-400-000-59125	9,730.00
TOTAL LEAD LATERAL				9,730.00
ANNUAL RESURFACING & BASE REP.				
04696	DOOR COUNTY TREASURER	N 14TH AVE PATCH & HOT MIX	10-400-110-59095	1,388.81
TOTAL ANNUAL RESURFACING & BASE REP.				1,388.81
TOTAL ROADWAYS/STREETS				11,118.81
CURB/GUTTER/SIDEWALK				
EXPENSE				
CEDARCO	CEDAR CORPORATION	BAYVW BRDGE PEDESTRIAN TRAIL	10-440-000-59102	562.18
TOTAL EXPENSE				562.18
TOTAL CURB/GUTTER/SIDEWALK				562.18
PARKS AND PLAYGROUNDS				
EXPENSE				
06580	FOTH AND VAN DYKE	BRADLEY LAKE ENGINEER SVC	10-510-000-59025	280.22
06580		BRADLEY LAKE ENGINEER SVC	10-510-000-59025	17,608.35
TOTAL EXPENSE				17,888.57
TOTAL PARKS AND PLAYGROUNDS				17,888.57
TOTAL CAPITAL FUND				231,411.16

CABLE TV

CABLE TV / GENERAL

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INVOICES DUE ON/BEFORE 01/16/2018

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CABLE TV				
CABLE TV / GENERAL				
02975	CAMERA CORNER	MIXER-OFF SITE REMOTE STUDIO	21-000-000-59070	2,186.00
02975		AUDIO CONTROL SWITCH	21-000-000-59070	990.25
03159	CHARTER COMMUNICATIONS	12/17 CB MUSIC SVC	21-000-000-58999	61.34
TOTAL CABLE TV / GENERAL				3,237.59
TOTAL CABLE TV / GENERAL				3,237.59
TOTAL CABLE TV				3,237.59
TID #4 DISTRICT				
TID #4 DISTRICT				
TID #4 DISTRICT				
16555	PINKERT LAW FIRM, LLP	11/17 TID 4 LEGAL MATTERS	28-340-000-55001	741.00
16555		11/17 TID 4 LEGAL MATTERS	28-340-000-55001	780.00
VANDECAS	VANDE CASTLE, S.C.	12/17 LEGAL MATTERS-RAZE	28-340-000-55001	6,393.50
TOTAL TID #4 DISTRICT				7,914.50
TOTAL TID #4 DISTRICT				7,914.50
TOTAL TID #4 DISTRICT				7,914.50
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
04603	HALRON LUBRICANTS INC	DIESEL EXHAUST FLUID	60-000-000-52050	436.67
04603		TOTE DEPOSIT	60-000-000-52050	150.00
04603		TOTE CREDIT	60-000-000-52050	-150.00
20725	T R COCHART TIRE CENTER	TIRES,MOUNTS & DISMOUNTS	60-000-000-52850	2,522.32
20725		RECAPS	60-000-000-52850	536.00
20725		TIRE CHANGES	60-000-000-52850	60.00
20725		TIRE CHANGES	60-000-000-52850	100.00
20725		RECAPS	60-000-000-52850	704.00
TOTAL SOLID WASTE ENTERPRISE FUND				4,358.99
TOTAL SOLID WASTE ENTERPRISE FUND				4,358.99
TOTAL SOLID WASTE ENTERPRISE				4,358.99
TOTAL ALL FUNDS				361,429.73



**MANUAL CHECKS**

BENEFIT ADVANTAGE 12/28/17 Check # 82673 November Cobra 01-600-000-50510	\$25.00
NICOLET BANK 12/28/17 Check #82674 Loan Payment-2017 Road Projects 01-000-901-70000, 01-000-901-70001 & 01-199-000-51520	\$300,624.25
SECURIAN FINANCIAL GROUP, INC (MINNESOTA LIFE) 01/04/18 Check # 82689 January Life Insurance 01-600-000-50552	\$1,955.64
SUPERIOR VISION PLAN 01/04/17 Check #82690 January Vision Insurance Premium 01-000-000-21540	\$902.77
DELTA DENTAL 01/04/17 Check #82691 January Dental Insurance Various Departmental Accounts	\$5,848.88
SUPERIOR VISION PLAN 01/04/17 Check #82735 December Vision Insurance Premium 01-000-000-21540	\$818.55
<b>TOTAL MANUAL CHECKS</b>	<b>\$310,175.09</b>

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CITY OF STURGEON BAY  
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INVOICES DUE ON/BEFORE 01/16/2018

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
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SUMMARY OF FUNDS:

GENERAL FUND	114,507.49	424,682.58
CAPITAL FUND	231,411.16	
CABLE TV	3,237.59	
TID #4 DISTRICT	7,914.50	
SOLID WASTE ENTERPRISE	4,358.99	
-----		
TOTAL --- ALL FUNDS	361,429.73	671,604.82

Stewart Zutt  
D. J. Ward  
D. J. Ward

1-9-18

1-9-18

1-9-18

COMMON COUNCIL  
January 2, 2018

A meeting of the Common Council was called to order at 12:40 p.m. by Mayor Birmingham. The Pledge of Allegiance was recited. Roll call: Ward, Wiesner, Allmann, Fett, and Hauser. Catarozoli and Vandertie were excused.

The Mayor removed Item 8 – Consideration of: Award of contract to dismantle, salvage, and store the grain elevator. Ward/Fett to adopt the agenda. Hauser/Allmann to allow for public comment on agenda and non-agenda item on the Council agenda. Discussion took place regarding open meetings law and that items cannot be added to the agenda at this time. Motion was withdrawn. Discussion took place regarding listening sessions and new business. Ward/Hauser to consider a 30 minute session at the beginning of the agenda on any topic and the addition of new business. Carried with Fett voting no. The Mayor informed the Council that he would consider this.

Fett/Ward to approve the following bills - General Fund - \$403,654.38, Capital Fund - \$29,387.41, Cable TV - \$5,861.63, TID #4 - \$330.00, and Solid Waste Enterprise Fund - \$16,620.52 for a grand total of \$455,853.94. Roll call: All voted aye. Carried.

Ward/Allmann to approve consent agenda:

- a. Approval of 12/13/17 and 12/15/17 special and 12/19/17 regular Common Council minutes.
- b. Approval of the following minutes:
  - (1) Finance/Purchasing & Building Committee – 12/12/17
  - (2) Community Protection & Services Committee – 12/14/17
  - (3) Personnel Committee – 12/15/17
  - (4) City Plan Commission – 12/20/17
- c. Consideration of: Approval of beverage operator licenses.
- d. Consideration of: Approval of Temporary Class B Beer and Temporary Class B Wine licenses.
- e. Finance/Purchasing & Building Committee recommendation re: Deny the request from Donald Freix to waive public records request fee.
- f. Finance/Purchasing & Building Committee recommendation re: Enter into an agreement with Sturgeon Bay Visitor Center for event and promotion services.
- g. Finance/Purchasing & Building Committee recommendation re: Repeal and recreate Section 3.02(3) of the Municipal Code – Boding of Clerk and Treasurer.
- h. Community Protection & Services Committee: Grant the available Combination Class B Liquor License to Trattoria Dal Santo, LLC to serve the property at 117 N. 3<sup>rd</sup> Ave based on the criteria of having good standing with payment on taxes and utilities and consideration of the length of time in business as a restaurant in Sturgeon Bay.
- i. City Plan Commission recommendation re: Required Setbacks for Driveways.

Carried.

There were no mayoral appointments.

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend the continuation of the deferment agreements.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Stewart Fett, Chr.

Introduced by Fett. Fett/Ward to adopt. Carried.

A resolution to establish the City of Sturgeon Bay as a Premier Resort Area was considered. Rep. Joel Kitchens addressed the Council to explain the process that the PRAT would need to go through after a referendum on the April ballot. It was noted that getting the referendum passed

does not mean the PRAT would be finalized. Discussion took place regarding the details of what was included and excluded from the one half cent on the dollar. Discussion took place regarding the known amount of a wheel tax vs. the unknown cost of the PRAT to residents and that this method of an increase in revenue for road infrastructure would include tourists and non-City residents as well. Ward/Allmann to adopt the resolution to establish the City of Sturgeon Bay as a Premier Resort Area with the following question appearing on the April 3, 2018 ballot: To pay for street and infrastructure expenses as defined in Wis. Stats. 66.1113(1)(a), with revenue from tourists and visitors, as well as residents, should the City of Sturgeon Bay impose a levy of 0.5% (1/2 cent on the dollar) sales tax on tourist related items sold, leased, or rented through tourist related retailers?" A. Yes, B. No. Carried.

Fett/Ward to read in title only the first reading of ordinance repealing and recreating Section 3.02(3) of the Municipal Code – Bonding of Clerk and Treasurer. Carried.

Hauser/Wiesner to hold a spring primary if three or more candidates run for an aldermanic office. Carried.

#### RECOMMENDATION

We, the Personnel Committee, hereby recommend to increase the Sturgeon Bay Part-Time Firefighter monthly retainer from \$100 to \$150 and increase the annual bonus from \$500 to \$750 as budgeted in the 2018 Sturgeon Bay Fire Department annual budget.

#### PERSONNEL COMMITTEE

By: Ronald A. Vandertie, Chr.

Introduced by Fett. Fett/Ward to adopt. Carried.

City Plan Commission Chr. Wiesner, Finance/Purchasing & Building Committee Chr. Fett, and Park & Rec Committee member Fett presented reports for their respective committees/commissions.

The Mayor made his comments.

Ward/Wiesner to adjourn. Carried. The meeting adjourned at 1:25 p.m.

Respectfully submitted,

  
Stephanie L. Reinhardt  
City Clerk/HR Director

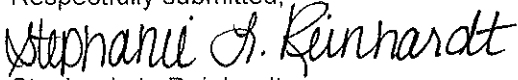
COMMON COUNCIL

January 8, 2018

A meeting of the Common Council was called to order at 7:00 p.m. by Mayor Birmingham. Roll call: Vandertie, Ward, Wiesner, and Fett. Catarozoli, Allmann and Hauser were absent.

There was not a quorum. The meeting was canceled at 7:06 p.m.

Respectfully submitted,

A handwritten signature in black ink, reading "Stephanie L. Reinhardt". The signature is written in a cursive, flowing style.

Stephanie L. Reinhardt  
City Clerk/HR Director

**POLICE AND FIRE COMMISSION**

August 21, 2017

A meeting of the Fire and Police Commission was called to order at 4:00 p.m. by Commissioner Dave Poulton, in the Closed Session Room at the Sturgeon Bay Municipal Building.

**Roll Call:** Commission members Dave Poulton, Sandy Hurley, Wayne Spritka, Michael VanDyke and Barbara Herdina were present. Also present was Police Chief Porter, Police Captain Brinkman and Fire Chief Dietman.

**Adoption of Agenda:**

*Moved by Commissioner VanDyke, seconded by Commissioner Hurley to accept the agenda as is. All ayes. Motion carried.*

**Approval of Minutes:**

*Moved by Commissioner Hurley, seconded by Commissioner Spritka to approve the minutes from the June 7, 2017 meeting. All ayes. Motion carried.*

**Part-time Firefighter Positions**

Fire Chief Dietman gave an update on the department's part-time firefighters status. The department no longer has a close date on part-time applications, it will be left open so they can be received anytime.

Chief Dietman also discussed the rehiring of Tylor Torstenson as a part-time firefighter. In 2015 Torstenson was asked to step down from his position due to an incident with law enforcement. Torstenson has not had any negative contacts since the incident. Torstenson is known in the community, and Chief Dietman would like to give him another chance on the department.

Chief Dietman explained Torstenson would need to complete a psych evaluation and drug screen; he will also need to meet with the officers involved in the incident that caused him to step down. Chief Dietman, however, asked the Committee to waive the need for Torstenson to retake written test and interview. He explained once the test is passed, fire certification does not expire. The Committee agreed that it is not necessary for Torstenson to re-interview with them; and if he passes the other requirements sees no need to not rehire him.

**Convene in Closed Session:**

*Moved by Commissioner Herdina, seconded by Commissioner VanDyke to convene in closed session in accordance with the following exemption:*

*Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. Wis. Stats. 19.85(1)(c)*

*Consideration of: Interviews for Sergeant of Police*

*All ayes. Motion carried.* Roll Call: Dave Poulton, Sandy Hurley, Wayne Spritka, Michael VanDyke and Barbara Herdina were present.

**Reconvene in Open Session:**

*Moved by Commissioner Hurley, seconded by Commissioner VanDyke to reconvene in open session and take formal action. All ayes. Motion carried. Roll Call: Dave Poulton, Sandy Hurley, Wayne Spritka, Michael VanDyke and Barbara Herdina were present.*

**Approve Promotion of Sergeant of Police:**

*Moved by Commissioner Herdina, seconded by Commissioner VanDyke to promote Officer Shawn Mogen to Sergeant of Police. All ayes. Motion carried.*

**Adjourn:** *Moved by Commissioner Hurley, seconded by Commissioner Spritka to adjourn. All ayes. Motion carried. Time of 5:26p.m.*

Respectfully submitted,

A handwritten signature in cursive script that reads "Sarah Spude-Olson".

Sarah Spude-Olson  
SBPD Office Manager

STURGEON BAY UTILITIES  
Regular Meeting  
November 14, 2017

President Stewart Fett called the regular meeting of the Utilities Commission to order at 12:00 p.m. at the Sturgeon Bay Utilities office. Roll call: President Stewart Fett, Mayor Thad Birmingham and Commissioners Gary DeNamur, Rick Wiesner, Steve Christoferson and Ron Vandertie were present. Also present were General Manager James Stawicki, Operations Manager Cliff White, Electric Supervisor Jason Bieri, recording secretary Laurie Bauldry and City Administrator Josh VanLieshout.

Vandertie/Birmingham to adopt the agenda (complete copy on file at the Utility office). Motion carried.

Wiesner/Christoferson to approve the minutes of the regular meeting held on October 10<sup>th</sup>, 2017. Motion carried.

The Commission proceeded to review the bills for October in the amount of \$2,070,691.25. Fett/DeNamur to approve payment of the bills. Motion carried.

The September 2017 financials were presented. Christoferson/Birmingham to accept the financials. Motion carried.

General Manager Stawicki reported on the current investments and their allocations. No formal action was taken.

General Manager Stawicki presented the 2018 budget for review. No formal action was taken at this time.

Operations Manager White then presented information on lead and copper testing in Sturgeon Bay as well as the time frame for the replacement of the remaining lead water laterals.

Next Operations Manager White presented for consideration, ratification of the contract to replace lead water laterals. Wiesner/DeNamur to accept the bid of \$72.29 per foot for the replacement of lead water and clay sewer laterals from DeGroot Inc. Motion carried.

The operations report was presented by Operations Manager White. Fett/Birmingham to accept the Operations Report for October. Motion carried.

There were no Council member updates.

The next item of business was the General Manager's report:

- a) Adjustments
- b) Focus on Energy update

Stawicki reported 2017 year-to-date incentives from Focus on Energy for energy efficiency and conservation is \$60,480.13.

Christoferson/Wiesner to convene to closed session in accordance with the following exemption:



Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. Wis Stats. 19.85(1)(c).

a. Discussion of 2018 wages.

Upon roll call, all voted aye. Motion carried. The meeting convened to closed session at 12:58 p.m. and reconvened to open session at 1:15 p.m.

DeNamur/Birmingham to approve the 2018 budget as presented to the commission. Motion carried unanimously.

Vandertie/Christoferson to adjourn. Motion carried. The meeting adjourned at 1:20 p.m.

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Cindy Weber  
Secretary

Approved for publication:

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Stewart Fett  
President

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James Stawicki  
General Manager

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

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

STURGEON BAY UTILITIES  
Regular Meeting  
December 12, 2017

President Stewart Fett called the regular meeting of the Utilities Commission to order at 12:00 p.m. at the Sturgeon Bay Utilities office. Roll call: President Stewart Fett, Mayor Thad Birmingham and Commissioners Gary DeNamur, Rick Wiesner, Cindy Weber, Steve Christoferson and Ron Vandertie were present. Also present were General Manager James Stawicki, Operations Manager Cliff White, recording secretary Laurie Bauldry, Energy Services Representative Markie Struck and John Maggitti.

Wiesner/Birmingham to adopt the agenda (complete copy on file at the Utility office). Motion carried.

Vandertie/DeNamur to approve the minutes of the regular meeting held on November 14<sup>th</sup>, 2017. Motion carried.

The Commission proceeded to review the bills for November in the amount of \$1,746,815.31. Fett/DeNamur to approve payment of the bills. Motion carried.

The October 2017 financials were presented. Weber/Wiesner to accept the financials. Motion carried.

General Manager Stawicki reported on the current investments and their allocations. No formal action was taken.

Next General Manager Stawicki presented the minimum reserve requirement calculation for consideration. Wiesner/Christoferson to accept the minimum reserve requirement calculation. Motion carried.

The operations report was presented by Operations Manager White. White gave an update on the lead lateral replacement program. Fett/Birmingham to accept the Operations Report for November. Motion carried.

There were no Council member updates.

The next item of business was the General Manager's report:

- a) Adjustments
- b) Focus on Energy update

Stawicki reported 2017 year-to-date incentives from Focus on Energy for energy efficiency and conservation is \$63,551.73.

Birmingham/DeNamur to adjourn. Motion carried. The meeting adjourned at 12:40 p.m.

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Cindy Weber  
Secretary

Approved for publication:

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Stewart Fett  
President

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

---

James Stawicki  
General Manager

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

**FINANCE/PURCHASING & BUILDING COMMITTEE****December 26, 2017**

A meeting of the Finance/Purchasing & Building Committee was called to order at 12:00 p.m. by Chairperson Fett in the Council Chambers, City Hall. Roll call: Alderpersons Fett, Ward and Wiesner were present. Also present: City Administrator VanLieshout, Finance Director/City Treasurer Clarizio, Community Development Director Olejniczak, Fire Chief Dietman, Doreen Phillips and Receptionist Metzger.

A motion was made by Alderperson Fett, seconded by Alderperson Ward to adopt the following amended agenda: removing item 6b.

1. Roll call.
2. Adoption of agenda.
3. Public comment on agenda items.
4. Consideration of: Intergovernmental Agreement re: Community Area Network.
5. Consideration of: Development Proposal for Amity Field Property.
6. Convene in closed session in accordance with the following exceptions:

Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Wis. Stats. 1985(1)(e)

- a. Consideration of: Offer to Purchase Amity Field Property.
- ~~b. Consideration of: Sale of City Property in Sunset Hills Subdivision #2.~~

Moved to reconvene in open session to take formal action upon preceding subject of closed session, if appropriate: or to conduct discussion or give further consideration where the subject is not appropriate for closed session consideration.

7. Review of unfinished business.
8. Review bills.
9. Public comment on Non-agenda items.
10. Adjourn

Carried.

No one spoke during public comment on agenda items.

Consideration of: Intergovernmental Agreement re: Community Area Network:

City Administrator Van Lieshout explained that in the final franchise agreement between Charter Communications and the City, as per agreement Charter constructed a dark fiber network that would connect the City, County and School District. However, in 2016 Charter gave notice that they would be charging on a monthly basis for every dark fiber connection. Mr. Van Lieshout stated that the most cost effective option for the City, County and School District would be to partner and construct our own dark fiber network. He explained that this first of two intergovernmental agreements for the Community Area Network (CAN) is between the City, County and NWTC. The Sturgeon Bay School District has a separate agreement due to the way they are funded. It outlines usage rights, ownership, and cost allocation. The discussions continued on the various points of the agreement specifically, maintenance costs, future infrastructure connections and costs associated with future connections.

Moved by Alderperson Ward, seconded by Alderperson Wiesner to recommend to the Common Council to approve the Intergovernmental agreement as presented. Carried.

Consideration of: Development Proposal for Amity Field Property:

Community Development Director Olejniczak explained that potential developer Doreen A Phillips has submitted a concept plan, floor plans and an offer to purchase the 3.28 acre Amity Field for the construction of a multi-family residential development. The Committee had requested additional information from the developer at the last Finance meeting which was discussed further in closed session. Developer Doreen A. Phillips of Green Bay explained she is requesting to purchase the Amity Field property in the amount of \$65,000 to construct a 34 unit town house style housing development as an affordable housing option in the City. The 2-3 bedroom floor plans with detached garages are expected to range in price from \$695-\$745 for 2 bedroom and \$895-945 for the 3 bedroom. When questioned by the Committee, Ms. Phillips stated the project is expected to start in the summer of 2018.

After Alderperson Fett announced the statutory basis, it was moved by Alderperson Ward, seconded by Alderperson Wiesner to convene in closed session. Roll Call: Alderperson Fett, Ward and Wiesner voted aye. Carried. The meeting moved into closed session at 12:27 pm. The meeting reconvened in open session at 12:45pm.

There were no items on the unfinished business list.

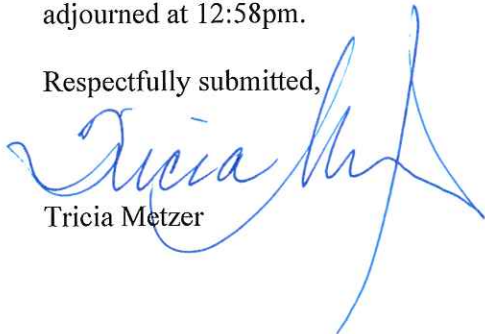
Review bills

Moved by Alderperson Ward, seconded by Alderperson Wiesner to approve the bills as presented and forward to the Common Council for payment. Carried.

The following spoke during public comment on non-agenda item: Paul Anschutz, 221 N. 6<sup>th</sup> Ave.

Moved by Alderperson Wiesner seconded by Alderperson Ward to adjourn. Carried. The meeting adjourned at 12:58pm.

Respectfully submitted,



Tricia Metzger

## BOARD OF PUBLIC WORKS

January 2, 2018

A meeting of the Board of Public Works was called to order by Chairperson Fett at 12:00 p.m. Roll call: Members Ward, Wiesner, Allmann, Fett, Hauser and Birmingham were present.

Ward/Hauser to adopt the agenda. Carried.

1. Call to order.
2. Roll call.
3. Adoption of agenda.
4. Consideration of: Approval of Five Year Capital Plan and 2018 Capital Roadway Improvements.
5. Adjourn.

Carried.

City Engineer Shefchik summarized the five year capital plan and the 2018 Capital Roadway Improvements for the Board. The PASER Rating System projects were identified for 2018 through 2022. The five year capital plan is revised and approved each year to adjust for levels of funding, unanticipated deterioration of specific roadways, coordination with SBU, and other issues that warrant the delay or acceleration of various planned roadway projects. For 2018 the proposed capital roadway improvement projects include:

1. North 4<sup>th</sup> Avenue (from Delaware Street to 710' North of Delaware Street.)
2. Texas Street (from South 9<sup>th</sup> Avenue to South 10<sup>th</sup> Avenue)
3. North 12<sup>th</sup> Avenue (from Egg Harbor Road to Georgia Street)
4. North 12<sup>th</sup> Avenue (from Georgia Street to Louisiana Street)
5. North 3<sup>rd</sup> Avenue (from Jefferson Street to Iowa Street)
6. Georgia Street (from North 18<sup>th</sup> Avenue to North 19<sup>th</sup> Avenue)
7. South 18<sup>th</sup> Avenue (from Rhode Island Street to Utah Street)
8. Intersection of South Madison Avenue & Pine Street
9. Duluth Avenue/CTH C (from Hwy 42/57 to West Elm Street)
10. West Hickory Street (from North Duluth Avenue/CTH C to North Joliet Avenue)

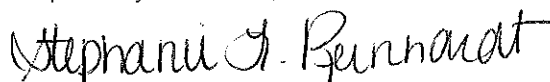
The proposed capital roadway improvements are expected to use approximately \$1,524,265 of the \$1,536,607 budgeted for the 2018 capital roadway improvements.

Discussion took place regarding the Duluth Avenue project, that the projected list includes 1.45 miles for 2018 out of 67 miles, coordinating with SBU and other utilities, benefits of the PRAT if it is implemented.

Ward/Allmann to approve of the 2018 five year capital plan including the authorization for the preparation of bid documents for the 2018 capital roadway improvement projects. Carried.

Wiesner/Ward to adjourn. Carried. Meeting adjourned at 12:34 p.m.

Respectfully submitted,



Stephanie L. Reinhardt  
City Clerk/HR Director

CITY OF STURGEON BAY  
INSPECTION DEPARTMENT  
December 30, 2017

THE FOLLOWING IS THE MONTHLY SUMMARY OF THE ACTIVITIES OF THE INSPECTION DEPARTMENT FOR THE MONTH OF DECEMBER

December-17	YEAR TO DATE		December-17	YEAR TO DATE
1	11	ONE FAMILY DWELLINGS	100,000	2,548,079
0	0	TWO FAMILY DWELLINGS	-----	-----
0	2	MULTIPLE FAMILY DWELLINGS	-----	1,400,000
1	4	MANUFACTURED HOME	2,700	82,000
0	0	C.B.R.F.	-----	-----
1	11	RESIDENTIAL ADDITIONS	15,000	597,800
0	42	RESIDENTIAL ALTERATIONS	-----	733,619
0	13	RESIDENTIAL GARAGES/CARPORTS	-----	247,375
0	4	RESIDENTIAL GARAGE ADDITIONS & ALTERATIONS	-----	84,000
0	10	RESIDENTIAL STORAGE BUILDINGS	-----	91,745
0	0	RESIDENTIAL SWIMMING POOLS	-----	-----
0	0	NON-RESIDENTIAL SWIMMING POOLS	-----	-----
0	1	NEW COMMERCIAL BUILDINGS	-----	205,000
0	4	NON-RESIDENTIAL GARAGES & STORAGE BUILDINGS	-----	251,000
0	9	NON-RESIDENTIAL ADDITIONS	-----	8,556,410
2	40	NON-RESIDENTIAL ALTERATIONS	84,000	5,371,282
0	0	MUNICIPAL BUILDINGS	-----	-----
0	0	WAREHOUSES	-----	-----
0	0	FACTORY & SHOP	-----	-----
0	0	COMMUNICATION TOWER	-----	-----
0	0	SUBSTATION	-----	-----
0	0	AGRICULTURAL BUILDINGS	-----	-----
5	151	<b>TOTAL ESTIMATED COST OF CONSTRUCTION</b>	<b>\$201,700</b>	<b>\$20,168,310</b>

December-17	YEAR TO DATE	TOTAL PERMITS ISSUED	December-17	YEAR TO DATE
5	151	BUILDING PERMITS	1,069	39,123
13	176	ELECTRICAL PERMITS	2,960	21,539
10	113	PLUMBING PERMITS	2,745	13,613
1	60	HEATING PERMITS	2,479	10,683
22	184	SIGN PERMITS	700	6,220
0	7	MISCELLANEOUS PERMITS	-----	150
0	0	SUMP PUMP PERMITS	-----	-----
0	0	ELECTRICIAN LICENSES	-----	-----
0	1	EARLY STARTS	-----	60
1	30	EROSION CONTROL	100	3,100
0	0	STATE PLAN APPROVALS	-----	-----
1	9	PARK & PLAYGROUND PAYMENTS	300	2,700
1	12	WISCONSIN PERMIT SEALS	35	420
0	6	ZONING BOARD OF APPEALS APPLICATIONS	-----	1,800
0	8	ZONING CHANGES/P.U.D. APPLICATIONS	-----	3,175
0	6	PLAN COMMISSION - CONDITIONAL USES	-----	2,100
2	6	CERTIFIED SURVEY MAP REVIEWS	140	260
0	0	SUBDIVISION PLATTING REVIEW	-----	-----
0	0	MISCELLANEOUS REVENUE	-----	-----
0	0	(COPIES, POSTAGE, SALE OF MAPS, ETC.)	-----	-----
0	0	RESIDENTIAL BUILDINGS MOVED	-----	-----
0	0	NON-RESIDENTIAL BUILDINGS MOVED	-----	-----
0	0	CHANGE OF USE	-----	-----
0	1	RESIDENTIAL OCCUPANCY FEES	-----	50
0	21	COMMERCIAL OCCUPANCY FEES	-----	2,450
0	0	PIER PERMIT	-----	-----
0	3	DEMOLITION	-----	75
1	19	PLAN REVIEW FEE	500	8,653
		ADMIN FEE	466	4,835
<b>TOTAL RECEIPTS DEPOSITED WITH CITY TREASURER</b>			<b>\$11,494.00</b>	<b>\$121,006.00</b>

Cheryl Nault  
Building Inspection Dept.



# STURGEON BAY POLICE DEPARTMENT



*The mission of the Sturgeon Bay Police Department is to serve, protect, and work in partnership with the community to ensure a safe, nurturing environment.*

To: The Honorable Mayor  
Members of the Common Council  
Members of the Police and Fire Commission  
City Administrator Josh VanLieshout  
Officers of the Sturgeon Bay Police Department  
Media

From: Captain Daniel J. Brinkman

Subject: Monthly Report for December, 2017

Date: January 9, 2018

The following is a summary of the Police Department's activities for the month of December that includes crimes investigated, traffic accidents investigated, training completed, and public education provided by department members.

## Crimes Investigated

The Department, during the month, investigated a total of 52 crimes.

These crimes can be broken down and classified as follows.

Bail Jump .....	02
Burglary .....	04
Disorderly Conduct.....	04
Criminal Damage to Property .....	04
Fraud.....	01
Custody Dispute.....	03
Domestic Abuse .....	08
Theft.....	10
Threats to Injure.....	03
Sex Offense.....	04
Death Investigation.....	01
Restraining Order Violation.....	04
Internet Crimes against Children.....	01
Controlled Substance Problem.....	03
<b>TOTAL</b>	<b>52</b>

The above crimes resulted in the loss of \$1,866 to the community, of which \$343 has been recovered.



## Arrests

The Department completed a total of 127 arrests during the month. These arrests encompass violations from traffic to felony, and are listed below by type of violations and number of arrests for each category.

### A. Felony Crime Arrest

False Imprisonment.....	02
Aggravated Assault.....	01
Physical Abuse of Child.....	01
Bail Jump.....	03
Abuse/Neglect of Patients or Residents.....	01
Fraud.....	02
Burglary.....	01
Second Degree Sexual Assault of Child.....	01
Criminal Damage to Property.....	01
Resist/Obstruct Officer.....	01
<b>TOTAL</b>	<b>14</b>

### B. Misdemeanor Crime Arrests

Disorderly Conduct.....	07
Battery .....	03
Bail Jump.....	02
Burglary .....	01
Possess Drug Paraphernalia .....	02
Resist / Obstruct Officer .....	01
Possess Controlled Substance .....	04
Trespass to Land .....	02
Theft.....	06
Criminal Damage to Property .....	01
Criminal Trespass to Dwelling.....	01
Operate Motor Vehicle without Consent .....	02
<b>TOTAL</b>	<b>32</b>

Wisconsin Probation & Parole Violation Arrests / Warrant Arrests.....	11
<b>TOTAL</b>	<b>11</b>

### C. Ordinance Violation Arrests

Disorderly Conduct.....	01
Disorderly Conduct w/ Motor Vehicle.....	01
Retail Theft.....	03
Nuisance Property Violations .....	03
Possess Tobacco Products Underage.....	01
Habitually Truant Student.....	03
Operate Snowmobile on City Street.....	02
<b>TOTAL</b>	<b>14</b>

### D. Traffic Crime Arrests

Operating while Intoxicated (2 <sup>nd</sup> or more) .....	02
Operating while Revoked.....	05
Operate w/o Valid Driver's License .....	01
Flee/Elude Officer.....	02
Fail to Install/Tamper with Ignition Interlock Device.....	01
<b>TOTAL</b>	<b>11</b>

<b>E. Traffic Violation Arrests</b>	
Operating a Motor Vehicle While Intoxicated.....	06
Speeding Violations.....	06
Motor Vehicle Registration Violation.....	04
Operating While Driver's License Suspended / Revoked.....	03
Operate Vehicle w/o Insurance.....	07
Operate without a Valid License.....	02
Seatbelt Violations.....	02
Miscellaneous Traffic Violations.....	15
	<b>TOTAL 45</b>

In addition to the preceding arrests, the Department conducted a total of ~~164~~ traffic stops during the month and logged 56 violations for various motor vehicle defects and local ordinances and issued 48 written warnings for those violations. A total of 63 parking tickets were issued for parking violations throughout the city.

#### **Traffic Accidents**

The Department during the month investigated a total of 19 vehicle accidents. These accidents are categorized into four types.

A. Motor Vehicle Accidents Involving Fatalities.....	00
B. Motor Vehicle Accidents Involving Injuries .....	02
C. Motor Vehicle Accidents Involving Property Damage .....	16
(greater than \$1,000.00)	
D. Motor Vehicle Accidents Involving Property Damage .....	01
(less than \$1,000.00)	<b>TOTAL 19</b>

#### **Police Service Calls**

Department members handled 382 service calls during the month. These calls consist of both citizen requests for police service as described below (300), crimes investigated (52), traffic accidents investigated (19), and Wisconsin Probation and Parole Assists (11).

A. Traffic and Road Incidents .....	82
-------------------------------------	----

This category consists of all assignments involving assists to stranded motorists, directing traffic, complaints of noisy or otherwise disorderly vehicles, removing obstructions from roadways, and all parking problem complaints.

B. Noise Complaints .....	00
---------------------------	----

These complaints involve private parties, licensed liquor establishments, and parties in public places.

C. Sick and Injured Persons .....	30
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Assistance rendered to the Ambulance Service and sick or injured persons.

D. Alarms .....	16
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Officers responded to activated burglar and hold-up alarms at area banks and other business establishments and residences as well as fire alarms.

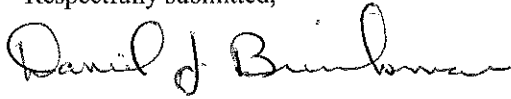
E. Complaints Involving Animals .....	15
Investigations by officers of noisy animals, loose animals, animal bites, wild animals and sick, injured or dead animal complaints.	
F. Civil Disputes .....	01
Arguments between neighbors, landlords and tenants, and family members where no crimes have been committed.	
G. Escorts .....	05
Transporting citizens, money escorts for area financial institutions, funerals, and for area industry and farming.	
H. Citizen Assist.....	37
This category is broad and involves such services as assistance in gas drive-off, emergency notifications, attempts to locate people, retrieval of personal property, and vehicle registration assistance.	
I. Assistance Rendered to Other Agencies .....	08
Includes assistance to other law enforcement and government agencies.	
J. Suspicious Person / Vehicle / Circumstance.....	12
Involves both citizen complaints and observations by officers on patrol who took investigative action in regard to the suspicious behavior of vehicles and people.	
K. Self-Initiated Field Activity.....	20
All initiated activity by the officer to include, but not limited to, routine security checks of area industries, businesses, city parks, residences, and compliance checks of local liquor establishments.	
L. Juvenile Problems.....	03
Requests for police service that strictly involve property calls and all unfounded calls for police service. The calls vary from mischief to family problems to runaway situations.	
M. Miscellaneous Incidents .....	52
Includes arrest warrants served, recovered property calls, and all unfounded calls for police service. This category includes 9-1-1 calls investigated by Department members during the month.	
N. Welfare Checks .....	19
Includes calls to check on the well-being of a person who has not been heard from or seen for a period of time by family, friends, neighbors, or employers.	

**TOTAL 300**

**Department Training**

The joint dive team and SWAT teams conducted their monthly training sessions. All officers completed a 4 hour Legal Update provided by the Door County District Attorney's Office. Capt. Dan Brinkman presented Civilian Response to Active Shooter Events (CRASE) to members of First Baptist Church of Sturgeon Bay.

Respectfully submitted,

A handwritten signature in black ink that reads "Daniel J. Brinkman". The signature is written in a cursive style with a large, looped "D" and a long, sweeping "B".

Captain Daniel J. Brinkman



# CITY of STURGEON BAY FIRE DEPARTMENT

421 Michigan St  
Sturgeon Bay, WI 54235

**Kalin Montevideo**  
**Assistant Fire Chief**

920-746-2916 Station 920-746-2448 Office  
920-746-6901 FAX  
Email: [kmontevideo@sturgeonbaywi.org](mailto:kmontevideo@sturgeonbaywi.org)

TO: The Sturgeon Bay Police & Fire Commission/Sturgeon Bay Common Council  
FROM: Assistant Fire Chief Kalin Montevideo  
SUBJECT: December 2017 Monthly Fire Report  
DATE: January 9, 2018

I submit the following report of activities for the Sturgeon Bay Fire Department for the month of December 2017.

## **CALLS FIRE DEPARTMENT RECEIVED: 128**

### **CITY CALLS: 115**

East Side Calls: 87

West Side Calls: 28

### **Type of Call:**

Fire: 37

EMS: 91

## **Year to Date Incidents: 1,445**

### **OUTSIDE CITY CALLS: 13**

Town of Sevastopol: 09

Town of Sturgeon Bay: 0

Nasewaupee: 02

Union: 02

### **INCIDENT TYPE**

36 – Medical; Non-Emergent

55 – Medical; Emergent

01 – Gas Leak

08 – Alarm/Detector Activation, No Fire

01 – Smoke Scare/Odor of Smoke

01 – Search for Person on Land

01 – Fire Investigation

04 – Structure Fire

01 – Public Service

07 – Vehicle Accident

01 – Cooking Fire

02 – Dispatched & Cancelled

01 – Lock-Out

01 – Arcing/Shorted Electrical Equipment

02 – Assist Law Enforcement/Govmt Agency

04 – Carbon Monoxide Incident

01 – Combustible/Flammable Liquid Spill

01 – Chimney Fire

### **CALLS PER DAY:**

Monday 21

Tuesday 12

Wednesday 24

Thursday 18

Friday 19

Saturday 16

Sunday 18

### **INPECTION REPORT:**

Inspections within the city limits: 21 Inspections

Inspections outside the city limits: 05 Inspections

Total number of inspection hours: 37 Hours

## **SPECIAL REPORTS, ACTIVITIES AND REPAIRS**

**TRUCK/STATION MAINTENANCE:** Firefighters continued doing inventory on fire apparatus; painted and installed door trim at the Westside; repaired leak on Eastside air reel; installed new furnace and April air filters; inventoried all fire apparatus; replaced ceiling tiles in Eastside kitchen; cleaned ovens and refrigerators; waxed fire apparatus; installed new skin on Fortuna Boat; repaired the pump drain on Engine 4; repaired tail light on Brush 8; drained all pumps and added fuel treatment to fire apparatus and replaced rear suction valve on Engine 4.

**TRAINING:** 163 hours of training were conducted in December. Firefighters did their annual review of Department SOG's, Policies and Blood borne Pathogens; training with ice rescue equipment; forcible entry techniques and Lt Austad participated in monthly dive training.

**OTHER:** Fire Chief and AC attended city and other town meetings and conducted multiple station tours.

6d.

6d.

### BEVERAGE OPERATOR LICENSES

1. Grovogel, Terra A.
2. Peterson, Sharon A.
3. Smith, Erik M.

## SIDEWALK CAFÉ PERMIT APPLICATION

Application for sidewalk café permit must include:

1. **Written request.**
2. **Scaled diagram** (scale 1":1') detailing the frontage of the applicants café or restaurant facing the sidewalk area requested for use as a sidewalk café. The plan shall indicate the location of doorways, width of sidewalk (distance from curb to building face), location of trees, tree wells, sidewalk benches, trash receptacles, utilities (including fire hydrants, light fixtures, etc.) newspaper racks, mailboxes, and any other semi-permanent sidewalk obstruction which may affect or be affected by the proposal. The drawing shall delineate the area requested for use as a sidewalk café, and indicate the total square footage of the affected road right of way and exact dimensions of the proposed outdoor area.
3. **Copy of current Certificate of Insurance with City named as additional insured.**
4. **Completed Hold Harmless Certificate.**
5. **Non-refundable application fee in the amount of \$55.00 per location if alcohol is not served.**  
**Non-refundable application fee in the amount of \$220.00 per location if alcohol is served.**

Name of applicant:

Thomas Spring

Establishment Name:

Henry S. Baird #174

Address:

31 S. 3rd Ave P.O. Box 86 Steyer Bay  
WI 54255

Phone/Email:

920.493.3727 TomSpring@charter.net

☒ Written Request Submitted

☒ Cert of Insurance (additional insured) submitted

☒ Scaled Diagram submitted

☒ Hold Harmless Certificate submitted

☒ Fee Paid 55.00

Date Completed Application Submitted:

Nov 29, 2017

Community Development Approval:

Mark O'Brien

Department of Public Works Approval:

Bob Brown

Date of Common Council Approval:

\_\_\_\_\_

☒ Copy of Sidewalk Café Policy/Procedures provided to applicant.

☒ Copy of Sidewalk Café Ordinance provided to applicant.



**RECOMMENDATION****TO THE HONORABLE MAYOR AND COMMON COUNCIL:**

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the Intergovernmental agreement as presented.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING  
COMMITTEE

By: Stewart Fett, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: December 26, 2017

\*\*\*\*\*

Introduced by \_\_\_\_\_.

Moved by Alderperson \_\_\_\_\_ seconded by

Alderperson \_\_\_\_\_ that said recommendation be adopted.

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.



City of Sturgeon Bay  
421 Michigan Street  
Sturgeon Bay, WI 54235  
jvanlieshout@sturgeonbaywi.org

Joshua J. Van Lieshout  
City Administrator

920-746-6905 (Voice)  
920-746-2905 (Fax)

**Memorandum**

To: Finance Committee

From: Josh Van Lieshout, Administrator

Re: Intergovernmental Agreement—Community Area Network

Date: December 20, 2017

---

**Issue:** Establishment of a Community Area Network. In 2016, Charter Communications gave notice to the City that it would no longer be supporting or allowing the City and others to make use the “dark fiber” network that had been constructed under the terms of a previous franchise agreement. The City, County and School District all rely on the existing dark fiber network to perform a number of critical data and communication necessities.

In light of this, a decision was made to partner with the others making use of the dark fiber and construct our own network.

**Discussion:**

Attached is the first to two agreements for the construction and operation of the CAN. This agreement is largely complete, however the addendums will have to be updated on record or “As-Built” costs and quantities. Door County and NWTC have already approved the agreement. Sturgeon Bay School District has a separate agreement due to the nature of their funding.

**Recommendation:** Approve as presented.

ADDENDUMS UPDATED  
PLACED ON RECORD  
DEMIING 5! QUANTITIES

## **INTERGOVERNMENTAL AGREEMENT**

[Community Area Network]

This Agreement is made this 1<sup>st</sup> day of December, 2017 by and between the County of Door ("County"), City of Sturgeon Bay ("City"), and Northeast Wisconsin Technical College ("NWTC"), each a public body corporate within the State of Wisconsin.

Whereas, the intergovernmental cooperation contemplated herein serves legitimate public purposes, including enhancement of the technology capability of the County, City and NWTC; and

Whereas, this Agreement is deemed to be of benefit to each of the parties and is consistent with their powers or duties under law.

It is therefore agreed as follows:

1. This is an intergovernmental Agreement consistent with Section 66.0301, Wisconsin Statutes
2. This Agreement shall become effective on this 1<sup>st</sup> day of December, 2017, and shall be effective for a period of five (5) years, unless sooner terminated as provided in this Agreement.
3. This Agreement will be automatically extended for consecutive five (5) year terms unless a party notifies the others in writing of their intent to withdraw or terminate no more than one hundred and eighty (180) days and at least ninety (90) days before expiration.
4. The parties hereto will develop a Community Area Network ("CAN"), interchangeably termed a "utility". This involves the design, construction, operation, ongoing maintenance and repair, and possible expansion of a fiber optic network. This fiber optic network is described in Addendum A, attached hereto and incorporated herein by reference as if fully set forth.
5. Access Engineering, LLC has been engaged as the network engineering consultant and for project management. The estimated cost of these services, project budget summary, and method of allocating project costs between the parties is set forth in Addendum B, attached hereto and incorporated herein by reference as if fully set forth. County will be invoiced and pay for the work directly, and then will invoice the City and NWTC for their respective shares of the cost.
6. The Sturgeon Bay School District ("School District") will participate under separate agreement, consistent with the mandates of the E-Rate program (a federal program, administered by USAC under the direction of the FCC). Costs associated with E-Rate work are the responsibility of the School District.
7. Each party has an interest in, and shares the responsibility of, keeping the CAN up and running. County will assume the primary responsibility for oversight, management and coordination of such.
8. The cost of operation, ongoing preventive or routine maintenance, repair, relocation, replacement and improvement of the CAN will be allocated between the County, City, and NWTC based on the segments / percentages as set forth in Addendum B.
9. Each party is solely responsible for the costs (including purchase, installation, maintenance, repair, relocation, and replacement) of the laterals, hardware and software necessary to connect their facilities to the CAN.
10. Each party is responsible to designate an employee or official ("contact person"), who is responsible for administration of this Agreement. The contact persons are as follows:

a. County:

Jason Rouer, Technology Services Director

920.746.5983; [jrouer@co.door.wi.us](mailto:jrouer@co.door.wi.us)

b. City:

NAME



## CONTACT INFORMATION

### c. NWTC

Karl Reischl, IIT Technical Director

920.498.6933 (Desk); 920.410.5207 (Cell)

[karl.reischl@nwtc.edu](mailto:karl.reischl@nwtc.edu)

Contact person may be changed upon prior written notice to the other parties.

11. The parties hereto agree to exercise good faith, make reasonable efforts, and take whatever cooperative action is necessary to fulfill the intent and purposes of this Agreement. This includes the negotiation and execution of an Indefeasible Right of Use ("IRU"), concurrent with final design and construction of the CAN.
12. Any notices required or permitted hereunder shall be given in writing and shall be delivered (a) in person, with proof of service (b) by certified mail, postage prepaid, return receipt requested, (c) by registered mail, postage prepaid, with evidence of safe delivery from the U.S. Postal Service or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

### FOR THE COUNTY

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

### FOR THE CITY

City Administrator  
City Hall  
421 Michigan Street  
Sturgeon Bay, WI 54235

### FOR NWTC

IIT Technical Director  
2740 West Mason Street  
Green Bay, WI 54303

Any notice shall be effective upon delivery.

13. Expansion of the CAN may occur, consistent with the spirit and purposes of this Agreement, upon the prior written consent of the parties. Such consent shall not be unreasonably withheld.
14. Any party may terminate this Agreement for cause, if another party materially breaches any covenant or obligation set forth in this Agreement, and the terminating party: a) provides written notice of such to the breaching party; b) affords the breaching party a reasonable opportunity to cure such breach; and c) there is an ongoing material breach for a period of forty five (45) days after written notice is delivered. In the event of termination under this paragraph, the breaching party surrenders any and all interest, privilege or right in and to the CAN.
15. Any party who voluntarily withdraws from or terminates this agreement under paragraph 3. above: a) is not entitled to a return of any asset or resource they contributed toward the CAN; b) must cease use of the CAN concurrent with the effective date of the withdraw or termination; and c) may apply for continued use of the CAN, and the remaining parties will give all due consideration to the application in light of the spirit of this Agreement and its purposes.
16. The waiver by a party of any breach or failure of the other party to perform any covenant or obligation contained in this Agreement shall not constitute a waiver of any subsequent breach.

17. If a dispute between any part hereto arises out of or relating to this Agreement, and cannot be settled through direct discussions, each party agrees to first endeavor to settle the dispute by alternative dispute resolution before recourse to a court.
18. If any covenant, condition, provision, or term of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining covenants, conditions, provision, or terms of this Agreement shall not be affected thereby, but each covenant, condition, provision, or term of this Agreement shall be valid and in force to the fullest extent permitted by law.
19. Parties irrevocably submit themselves to the original jurisdiction of the Circuit Court, County of Door, State of Wisconsin, with regard to any controversy arising out of, relating to, or in any way concerning this agreement.
20. This Agreement shall be subject and subordinate to applicable federal or state, laws, codes, regulations, ordinances, rules and orders.
21. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. Any amendments, changes or modification of this agreement shall be effective only when made in writing and executed by the parties.

Accepted and agreed this \_\_\_\_ day of December, 2017.

\_\_\_\_\_  
Josh VanLieshout, City Administrator  
City of Sturgeon Bay

Sworn and subscribed to before me  
this \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

Accepted and agreed this \_\_\_\_ day of December, 2017.

\_\_\_\_\_  
Thad Birmingham Mayor  
City of Sturgeon Bay

Sworn and subscribed to before me this  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

Accepted and agreed this 17<sup>th</sup> day of December, 2017.

\_\_\_\_\_  
Ken Pabich  
County Administrator  
County of Door

Sworn and subscribed to before me  
this 19<sup>th</sup> day of December 2017

\_\_\_\_\_  
Notary Public  
My commission expires is permanent.

Accepted and agreed this \_\_\_\_ day of December, 2017.

\_\_\_\_\_  
David Lienau, Supervisor, District 20  
County Board Chairperson  
County of Door

Sworn and subscribed to before me this  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_  
Accepted and agreed this \_\_\_\_ day of December, 2017.

Accepted and agreed this \_\_\_\_ day of December, 2017.

\_\_\_\_\_  
Northeast Wisconsin Technical College

Sworn and subscribed to before me  
this \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

Accepted and agreed this 4<sup>th</sup> day of December, 2017.

Robert A. Matthews  
Robert A. Matthews, Vice President of Business & Finance  
Northeast Wisconsin Technical College

Sworn and subscribed to before me  
this 4<sup>th</sup> day of December, 2017

Stacey A. Felton  
Notary Public  
My commission expires 9-29-21

STACEY A. FELTON  
Notary Public  
State of Wisconsin

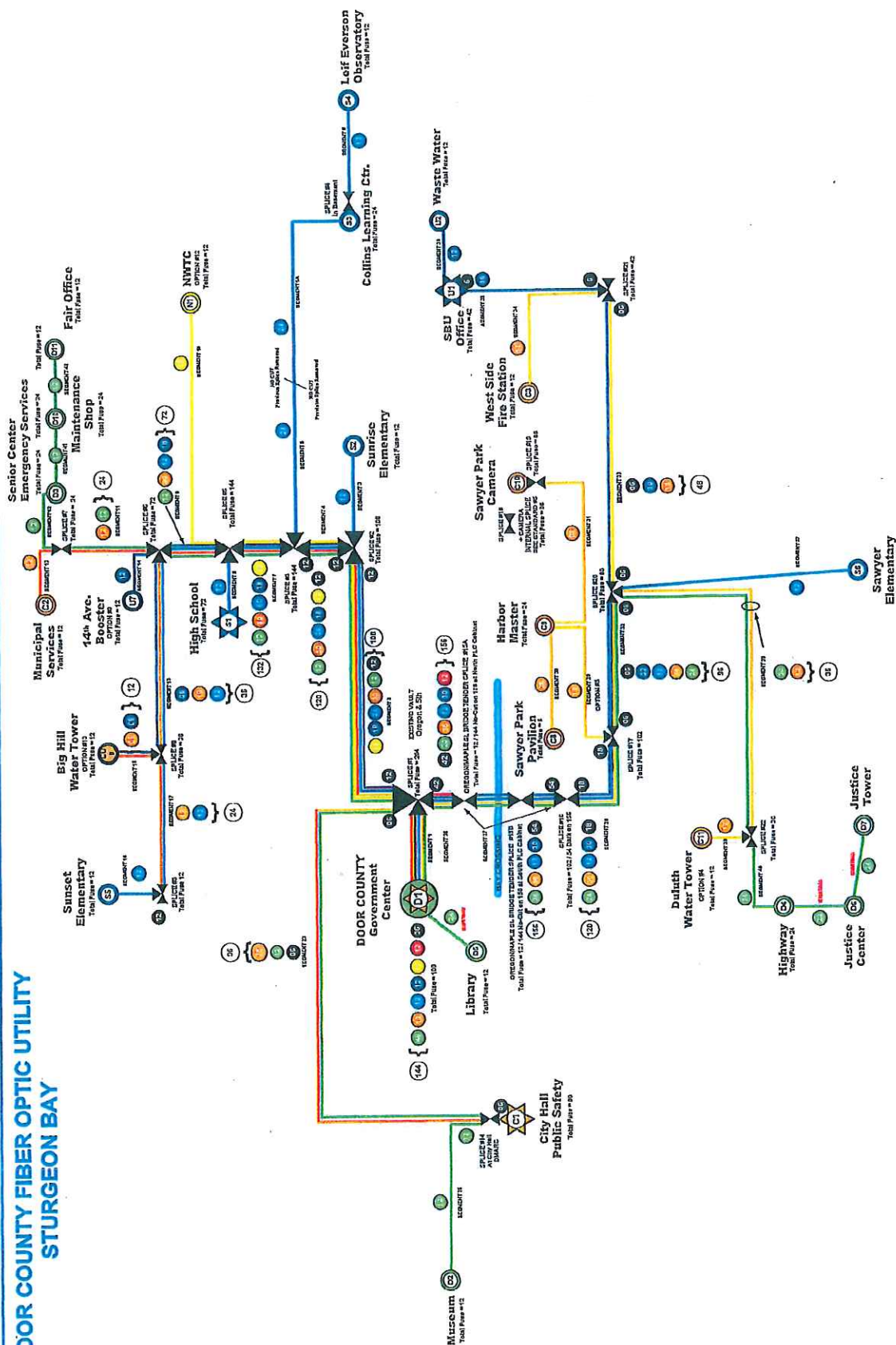


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**ACCESS ENGINEERING, LLC**  
Computer Hardware, Software, Data and Network Solutions

DOOR COUNTY FIBER OPTIC UTILITY – STURGEON BAY GROUP ALLOCATION/SPLICING  
Modify Date: 11/30/2017

Modify Date: 11/30/2017



GROUP ALLOCATION/SPL  
STURGEON BAY

DATE CREATED	1/30/2017	APRIL ATTACHMENT INFORMATION	NOTES 6/24/18: New 6/25/18: New 6/26/18: New 6/27/18: New 6/28/18: New 6/29/18: New 6/30/18: New 7/1/18: New 7/2/18: New 7/3/18: New 7/4/18: New 7/5/18: New 7/6/18: New 7/7/18: New 7/8/18: New 7/9/18: New 7/10/18: New 7/11/18: New 7/12/18: New 7/13/18: New 7/14/18: New 7/15/18: New 7/16/18: New 7/17/18: New 7/18/18: New 7/19/18: New 7/20/18: New 7/21/18: New 7/22/18: New 7/23/18: New 7/24/18: New 7/25/18: New 7/26/18: New 7/27/18: New 7/28/18: New 7/29/18: New 7/30/18: New 7/31/18: New 8/1/18: New 8/2/18: New 8/3/18: New 8/4/18: New 8/5/18: New 8/6/18: New 8/7/18: New 8/8/18: New 8/9/18: New 8/10/18: New 8/11/18: New 8/12/18: New 8/13/18: New 8/14/18: New 8/15/18: New 8/16/18: New 8/17/18: New 8/18/18: New 8/19/18: New 8/20/18: New 8/21/18: New 8/22/18: New 8/23/18: New 8/24/18: New 8/25/18: New 8/26/18: New 8/27/18: New 8/28/18: New 8/29/18: New 8/30/18: New 8/31/18: New 9/1/18: New 9/2/18: New 9/3/18: New 9/4/18: New 9/5/18: New 9/6/18: New 9/7/18: New 9/8/18: New 9/9/18: New 9/10/18: New 9/11/18: New 9/12/18: New 9/13/18: New 9/14/18: New 9/15/18: New 9/16/18: New 9/17/18: New 9/18/18: New 9/19/18: New 9/20/18: New 9/21/18: New 9/22/18: New 9/23/18: New 9/24/18: New 9/25/18: New 9/26/18: New 9/27/18: New 9/28/18: New 9/29/18: New 9/30/18: New 10/1/18: New 10/2/18: New 10/3/18: New 10/4/18: New 10/5/18: New 10/6/18: New 10/7/18: New 10/8/18: New 10/9/18: New 10/10/18: New 10/11/18: New 10/12/18: New 10/13/18: New 10/14/18: New 10/15/18: New 10/16/18: New 10/17/18: New 10/18/18: New 10/19/18: New 10/20/18: New 10/21/18: New 10/22/18: New 10/23/18: New 10/24/18: New 10/25/18: New 10/26/18: New 10/27/18: New 10/28/18: New 10/29/18: New 10/30/18: New 10/31/18: New 11/1/18: New 11/2/18: New 11/3/18: New 11/4/18: New 11/5/18: New 11/6/18: New 11/7/18: New 11/8/18: New 11/9/18: New 11/10/18: New 11/11/18: New 11/12/18: New 11/13/18: New 11/14/18: New 11/15/18: New 11/16/18: New 11/17/18: New 11/18/18: New 11/19/18: New 11/20/18: New 11/21/18: New 11/22/18: New 11/23/18: New 11/24/18: New 11/25/18: New 11/26/18: New 11/27/18: New 11/28/18: New 11/29/18: New 11/30/18: New 12/1/18: New 12/2/18: New 12/3/18: New 12/4/18: New 12/5/18: New 12/6/18: New 12/7/18: New 12/8/18: New 12/9/18: New 12/10/18: New 12/11/18: New 12/12/18: New 12/13/18: New 12/14/18: New 12/15/18: New 12/16/18: New 12/17/18: New 12/18/18: New 12/19/18: New 12/20/18: New 12/21/18: New 12/22/18: New 12/23/18: New 12/24/18: New 12/25/18: New 12/26/18: New 12/27/18: New 12/28/18: New 12/29/18: New 12/30/18: New 12/31/18: New
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N/A

Diagram of a 12-strand ribbon fiber optic cable with a splice. The cable has 12 strands, each with a different color: 2 red, 2 yellow, 2 blue, 2 green, and 4 orange. The strands are labeled: Dark, WDMOT, 3dB, School Divd, City, County. The splice is labeled "Splice" and "Fiber Cable Size 1000".

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LOGICAL MAP  
Door County Fiber Optic Utility - Sturgeon Bay  
Date Created: 11/30/2017

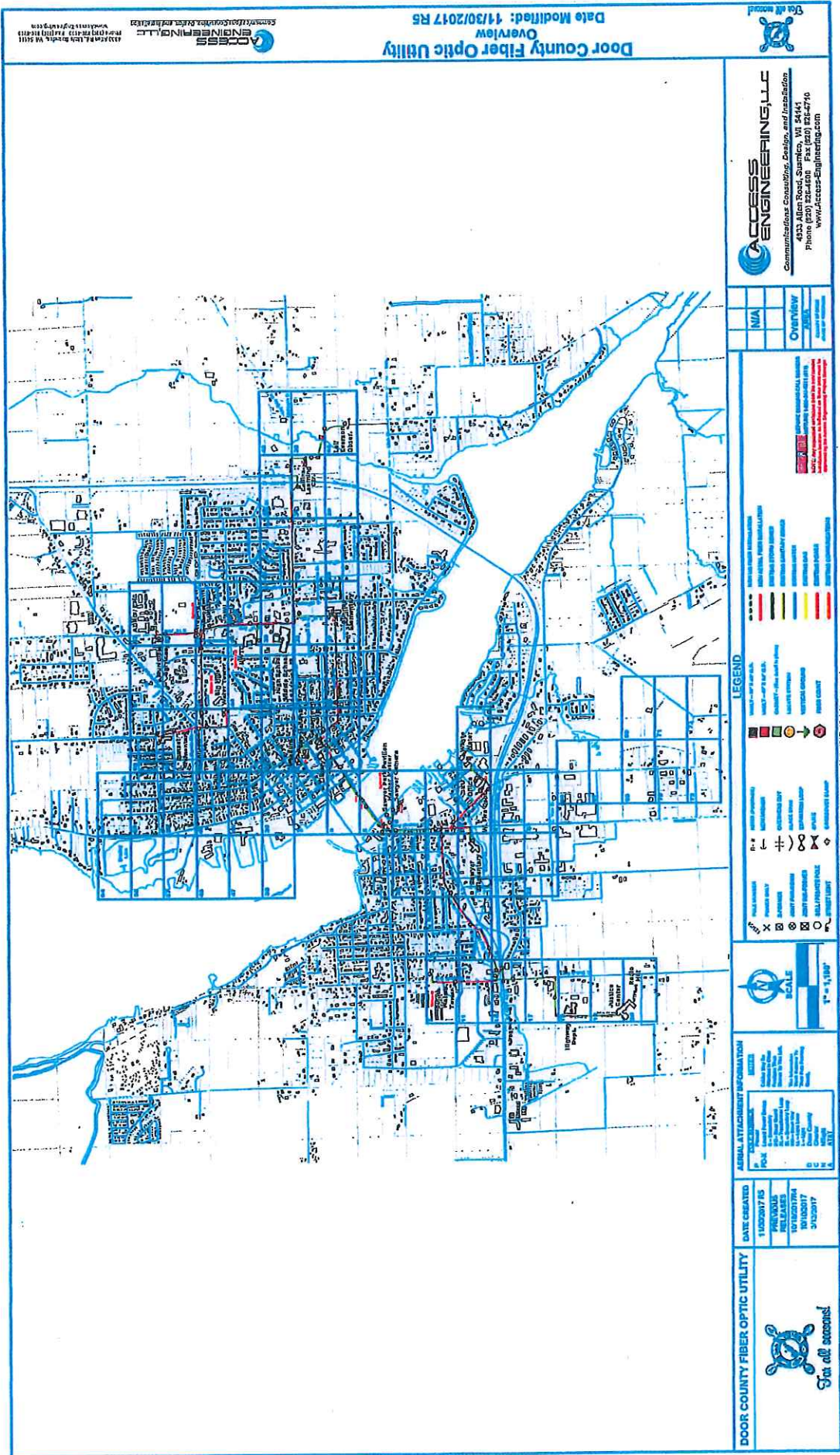


09/11/2016

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<div>DOOR COUNTY FIBER OPTIC UTILITY</div>		<div>DATE CREATED</div> <div>11/30/2017 RS</div>		<div>APPROVALS</div> <div>PROJECT MANAGER</div> <div>11/30/2017 RS</div> <div>PROJECT ENGINEER</div> <div>11/30/2017 RS</div>		<div>DOOR COUNTY FIBER OPTIC UTILITY</div>		<div>Access Engineering, LLC</div> <div>Communications Consulting, Design, and Installation</div> <div>4933 Allen Road, Sunken, WI 54441</div> <div>Phone (920) 325-4000 Fax (920) 325-4790</div> <div>www.Access-Engineering.com</div>	
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City of Sturgeon Bay  
421 Michigan Street  
Sturgeon Bay, WI 54235  
jvanlieshout@sturgeonbaywi.org

Joshua J. Van Lieshout  
City Administrator

920-746-6905 (Voice)  
920-746-2905 (Fax)

### Memorandum

To: Common Council

From: Josh Van Lieshout, Administrator

Re: Project 1704, City of Sturgeon Bay, 92 E Maple Street Granary Demolition

Date: December 6, 2017

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**Issue:** Motion and directive of the Common Council of November 21, 2017

"Ward/Hauser that the Teweles and Brandeis Granary be dismantled and that the salvaged materials be stored for one year to allow public and private organizations a chance to develop proposals and to reconstruct the Granary at its current site or a suitable alternative site. The cost of dismantling and storing the materials would be borne by the City of Sturgeon Bay. Carried with Hauser, Catarozoli, and Allmann voting no."

In order to execute the above motion, bid specifications were prepared by City professional staff that were designed to implement this directive. In preparing the bid specification, I did share the draft with Alder Ward. Prior to distribution and to verify it would meet his intent, Dr. Ward acknowledged that it did and the bid specification was then distributed. During the bidding period, none of the bidders requested addenda to clarify the bid specifications. Alder Catarozoli has expressed a strong concern that the bid specification does not meet the intent of the motion passed by the Common Council on November 21, 2017.

Contractors invited to bid included: Kiesow Enterprises, Veit USA, Peters Concrete, Ostrenga Excavating, Rass Excavating, Statewide Razing, Beam and Board, Pat Drury Construction, and Lily Bay Excavating. Three bids were returned; Ostrenga, Kiesow and Statewide. Statewide has requested to withdraw their bid, they were the apparent low bidder.

The price difference between the two remaining bidders raises concerns that they each interpreted the specification vastly differently. To address this issue, professional staff reached out to, Kiesow Enterprises and Ostrenga Excavation and asked them to expand on their means and methods to dismantle and salvage so that the grain elevator could be reconstructed. Those responses are attached for your evaluation, as are the complete bids and bid specification as distributed.

Kiesow Enterprises: Bid Price, \$66,237.25, Estimated Earliest Completion Date: January 10<sup>th</sup> 2018.

This bid proposal does have an irregularity, in the field labeled "Estimated Earliest Possible Completion Date" Kiesow responded "12/06/17". In the first paragraph of their document supplied with the bids opened on December 6, Kiesow states they "will have the building safely on the ground by December 19, 2017. The completion of the cleanup and site restoration will be done by Jan. 10th, 2018. These are all estimates the weather is the biggest factor on these goal dates."

Ostrenga Excavating: Bid Price, \$358,196.00, Estimated Earliest Completion Date: June, 2018.

The Ostrenga Excavating bid does not have any irregularities.

Options: The Council has a number of options available to them, including the following: Reject all bids, direct staff to rebid, award the contract.

Recommendation: Waive the irregularity and award the contract to Kiesow Enterprises in the amount of \$66,237.25.

**OSTRENGA**  
**EXCAVATING, INC.**  
***"EXCELLENCE IN EXCAVATING"***

Scope of work for Granary Deconstruction

December 8, 2017

- Stabilize structure with cable systems from four directions
- Utilize crane with material box to lower all material to ground level
- Utilize two man lifts with one hundred foot high capacity
- With the exception of cupola roof, deconstruct structure at every joint of materials connected together by fasteners, bolts , nails and lags

Note: Every attempt will be made to unscrew, unbolt or pull fasteners at connection joints, however due to condition of fasteners it may be necessary to cut bolts, screws and nails at the joints. Exception to this is the steel siding on exterior of structure. The tempered steel lag screws are impossible to back out because of condition of the heads. A dye punch will be utilized to cut metal around screws.

- Deconstruct procedure will be in eight foot segments or at the nearest joint to that point
- Interior machinery apparatus will be disassembled at nearest joint and lowered to ground level with crane

Note: Exception to this would be joints lower than exterior deconstruction process as to produce a safety issue at interior of structure, in that case apparatus to be cut at safe height

- Wood material that is in rotten, decomposed condition at time of deconstruction will not be saved. That material will be photographed.
- Deconstructed material to be stored off site within 10 miles or so of project
- Materials will be stripped, stacked and elevated off ground and covered with water proof canvas for a period of one year. After one year material not salvaged will be removed from storage and disposed of.
- Footings and foundations will be removed two feet below grade
- Building footprint will be backfilled and graded with crushed stone



## VanLieshout, Josh

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**From:** mark kiesow <markkiesow26@yahoo.com>  
**Sent:** Friday, December 08, 2017 10:07 AM  
**To:** VanLieshout, Josh  
**Subject:** Re: City of Sturgeon Bay

Good morning Josh

The way we would dismantle the building is lift the cupola off of the top and set it on the ground. Next we would take the Roof off in four pieces. Followed by taking all the steel off of the outside of the building, then we would disassemble the bins in a large pieces for a crane to lower to the ground.

None of this material will be beam or post. It is all 2x material and 1x material.

As we get to the first floor this is where the tagging would take place we would start by tagging the Roof System of the first floor.

He would tag all of the upright supports as in the 12 by 12. These are the 12 x 12 that support the bin system that are on the first floor.

Final we would take the first floor off of the floor system and start taking all of the beams under the floor system that take it down to ground level.

Tagging all of this as we're taking the beams down we would be drawing Blueprints and taking pictures. Many pictures so that it is easy to reassemble.

As for tagging the building we will be using cow tags, screwing the tag to the post that way it is impossible to mix up the beams.

All pictures will be saved and put on a CD so that way the city council has many references to put the building back together.

Kiesow enterprises will try to save almost everything on this building so when putting back together the builder will be able to purchase the 1x materials for the flooring , walls , and the roof so it is all original.

Kiesow Enterprises  
23828 Boot lake Rd  
Reedsville, WI 54230  
Mark Kiesow  
920-418-1880

[Sent from Yahoo Mail on Android](#)

On Wed, Dec 6, 2017 at 6:28 PM, VanLieshout, Josh  
<jvanlieshout@sturgeonbaywi.org> wrote:

Mark, attached is the bid tab. I will be reaching out to you tomorrow to discuss.

josh

Joshua J. Van Lieshout

Administrator

City of Sturgeon Bay

(920) 746-2900

[www.sturgeonbaywi.org](http://www.sturgeonbaywi.org)

<https://www.facebook.com/cityofsturgeonbay/>

Project 1704  
City of Sturgeon Bay, WI

2017

92 E Maple Street Granary Demolition

**Contact Information:**

Josh VanLieshout – City Administrator  
421 Michigan St.  
Sturgeon Bay, WI 54235  
Phone: (920) 746-6905  
Fax: (920) 746-2905  
Email: [jvanlieshout@sturgeonbaywi.org](mailto:jvanlieshout@sturgeonbaywi.org)



**ADVERTISEMENT FOR BID PROPOSALS**

**CITY OF STURGEON BAY**

Notice is hereby given that the City of Sturgeon Bay will receive sealed bid proposals for **Project 1704 – 92 E Maple Street Granary Demolition** at the office of the City Clerk: 421 Michigan Street, Sturgeon Bay, WI 54235 until **1:00 PM on December 6, 2017** at which time the bids will be publicly opened and read aloud. The project involves demolition of the granary building and site restoration at 92 E Maple Street in the City of Sturgeon Bay, WI. A pre-bid meeting to examine the project site will be available upon request by contacting the City Administrator at (920) 746-6905. The project can begin immediately after execution of the Contract Documents and must be completed as soon as possible.

The Contract Documents (including plans and specifications) are on file and may be examined and obtained at City Hall: 421 Michigan Street, Sturgeon Bay, WI 54235 or by contacting the City Administrator at (920) 746-6905.

The City of Sturgeon Bay reserves the right to reject any or all bid proposals or accept the bid proposal most advantageous to the City. No bid proposal shall be withdrawn without the consent of the Board of Public Works for a period of thirty (30) days after the scheduled time of closing bid proposals.

Bid Bond: not required for this project.

State and/or Federal Prevailing Wage Rates: not required for this project.

Josh VanLieshout  
City Administrator

## INSTRUCTIONS TO BIDDERS

1. DESCRIPTION OF WORK: The work included in this Contract is for the project shall include furnishing all materials, equipment, and labor necessary for the demolition and site restoration of the granary building at 92 E Maple Street in the City of Sturgeon Bay, WI as itemized in the Bid Schedule and Specifications.
2. BIDDER RESPONSIBILITY FOR WORK CONDITIONS AND SITE: Bidders are to inform themselves of the conditions under which the work is to be performed, the site of the work, the structure, the grounds, and any obstacles which may be encountered, and all other relevant matters concerning the work to be performed. The successful bidder will not be allowed any extra compensation or time by reason of any matter or thing about which such bidder might have fully informed, prior to the bidding.
3. INTERPRETATION OF CONTRACT DOCUMENTS OBTAINABLE: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, he may submit a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation so requested will be made only by a duly issued, written addendum. Questions shall be addressed to the City Administrator by email at: [jvanlieshout@sturgeonbaywi.org](mailto:jvanlieshout@sturgeonbaywi.org)
4. REQUIREMENTS FOR SIGNING BIDS:
  - a. Bids that are not signed by the individual making same should have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.
  - b. Bids that are signed for a partnership should be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the bid, a power of attorney evidencing authority to sign the bid, executed by the partners.
  - c. Bids which are signed for a corporation, should have correct corporate name thereof and the signature of the president or other authorized officer of the corporation, manually written below the corporate name following the work "By\_\_\_\_\_". If such bid is manually signed by an official other than the president of the corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the bid should be attached to it. Such bid should also bear the attesting signature of the secretary of the corporation and the impression of the corporate seal.
5. WHEN AWARD EFFECTUAL: The Contract shall be deemed as having been awarded when formal Notice of Award shall have been duly served upon the intended awardee (i.e., the bidder to whom the City contemplates awarding the Contract) by some officer or agent of the City duly authorized to give such notice.
6. NUMBER OF COUNTERPARTS OF CONTRACT AND BOND REQUIRED: The successful bidder will be required to furnish at least two executed counterparts of the contract documents and bond(s).

7. WITHDRAWAL OF BIDS: Any bidder may withdraw his bid at any time prior to the scheduled time for the opening of bids, but no bid shall be withdrawn without the consent of the City for a period of thirty (30) days after the time of opening of bids is passed.

8. STATED QUANTITIES APPROXIMATE ONLY: The bidding is to be received on a unit price basis and all quantities stated in any of the Contract Documents are approximate only. It is understood and agreed that the quantities mentioned in the proposal are only approximate. They are for comparison of the proposal and are not guaranteed to be accurate statements or estimates of the quantities or of various classes of work to be performed under the Contract, and that if awarded, the Contract for the work herein mentioned, the bidder will not make claim for damages or for loss of profits or for an extension of performance of the work because of a difference between the quantities or work proposed and actually performed.

9. MATERIAL STORED ON SITE: Partial payments, in accordance with the terms of the Contract, may be made to the Contractor for materials and equipment for the project suitably stored on the site of the project. Materials stored at an off-site location may also qualify for payment. Contractors will be held responsible for such material and equipment, and if lost or damaged in any way, shall replace same with new at no additional cost to Owner.

10. SECOND-HAND OR SALVAGED MATERIALS: No second-hand or salvaged materials may be used, unless definitely and specifically called for by the specifications.

11. QUALIFICATION OF BIDDERS PRIOR TO CONTRACT LETTING: The Owner (City) in contemplating the award of Contract may require the following information from prospective bidders:

- a. The bidder's performance record.
- b. The address and description of the bidder's plant or permanent place of business.
- c. An itemized list of all equipment available for use on the project. Do not include equipment committed to other projects and not intended for use on this project.
- d. A description, with references, of projects the bidder has completed in the past three years.
- e. A complete and current financial statement.
- f. Projects currently under contract that will be executed at the same time as this project
- g. Such additional information as will satisfy the Owner (City) that the bidder is adequately prepared to fulfill the Contract.

12. FORM OF PROPOSAL AND DETERMINATION OF LOW BID: All proposals shall be made on forms prepared by the City which are attached hereto, otherwise they may not be considered. All prices shall be stated in words and in figures and in cases of conflict, the written amounts shall govern. As a matter of general practice, the low bid will be determined by taking the sum total price of all items as listed in the proposal, however, other factors, including intangibles, may be considered and individual items may be broken out and awarded under separate contract when deemed to be in the best interest of the City of Sturgeon Bay.

13. CONFLICTS: In the event any provision in a Contract Document is in conflict or inconsistent with any other paragraph or section, the provision contained in the first listed document in ARTICLE 5 of the CONTRACT shall govern and the other shall be void to the extent of such conflict or inconsistency unless specifically stated to the contrary.

14. INSPECTION AND TESTING OF MATERIALS: All materials furnished under this Contract will be subject to testing and inspection as provided for in the specifications.

15. LICENSES/PERMITS AND TIME OF START/COMPLETION: The Contractor, under the terms of this Contract, is responsible for obtaining all required licenses and permits. The Contractor shall commence work at the site no later than ten (10) days after written notice to proceed by the City; work must be completed in accordance with the Bid Schedule in Section 00420. (Work shall be deemed to have commenced with the arrival of the first member of a work crew and any tools, equipment, or material.) Prior coordination with Owner is required to establish schedule of all work.

16. LIQUIDATED DAMAGES: For each calendar day of delay in the completion of the above work beyond the time specified above, unless extended as provided hereinafter, there shall be deducted from the amounts due under the Contract, as fixed agreed and liquidated damages, the sum of One Thousand dollars (\$1000.00) per day for each and every day, or portion thereof, that the work remains uncompleted beyond the required completion date.

17. CHANGED CONDITIONS: Should the Contractor encounter or the Owner (City) discover during the progress of the work, subsurface or latent conditions at the site materially differing from those indicated in the specifications, the attention of the Owner shall be called immediately to such conditions before they are disturbed. The Owner shall thereupon promptly investigate the conditions, and may make such changes in the plans and specifications as may be found necessary.

18. REJECTION OF BIDS: The City reserves the right to reject without explanation, any or all bids and to waive any informality in bidding. Bids must be prepared according to the instructions contained in the Contract Documents. No bid shall be prepared with a lead pencil; bids so prepared will be rejected without further consideration. Any/all corrections must be authenticated by the person signing the proposal/contract; such authentication shall consist of the person's handwritten initials.

**19. SUBMISSION OF BID: Proposal must be placed in a sealed envelope addressed to the Purchasing Agent, c/o City Clerk, 421 Michigan Street, Sturgeon Bay, WI 54235, and plainly marked "Sealed Bid/Proposal for: Project 1704 – 92 E Maple Street Granary Demolition" to be opened December 6, 2017 at 1:00 PM.**

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Principal in the within bond, that \_\_\_\_\_ who signed the said bond on behalf of the principal was the \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

\_\_\_\_\_  
Corporate Seal

**BID FORM & PROPOSAL**  
**FOR**  
**Project 1704**  
**92 E Maple Street Granary Demolition**  
**CITY OF STURGEON BAY**  
**DOOR COUNTY, WISCONSIN**

Contractor Information:

Bidder's Name _____
Contact Person _____
Business Address _____
Business Phone _____
Emergency Phone _____
E-mail Address _____

Bids will be received until: December 6, 2017 at 1:00 PM.

TO: Office of the City Clerk  
421 Michigan Street  
Sturgeon Bay, WI 54235

The undersigned having familiarized himself with the local conditions affecting the cost of the work, and having read and examined the Advertisement for Bid Proposals, Description of Work, Bid Form & Proposal and locations, hereby proposed to do all the work called for in this proposal and to furnish all labor, tools, equipment, and materials necessary for the full completion of said work in a workmanlike manner at the sums, rates, and unit prices for said work.

## Bid Schedule

Item #	Project 1704 - 92 E Maple Street Granary Demolition: Item Descriptions	Unit	Estimated Quantity	Unit Price	Line Item Total
1	Mobilization & Site Preparation	LS	1.00		
2	Erosion Control - Catch Basin Inlet Protection	EA	1.00		
3	Applicable WDNR and / or State permits, licenses, and notifications	LS	1.00		
4	Building Demolition, Salvage and Disposal	LS	1.00		
5	Site Restoration - 1-1/4" compacted crushed stone (at removed foundations & 18" thick at disturbed areas)	TON	585.00		

Asbestos Testing and Abatement	NA	0.00	NA	Completed by City
Local City of Sturgeon Bay Demolition Permit	NA	0.00	NA	Completed by City

Total Bid Amount	\$
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**Subcontractors**

Bidders shall provide a list of sub-contracts complete with contact information for each subcontractor used for the submission of the bid. Changes to the list can be made prior to the award of contracts only with the permission of the City Engineer.  
Subcontractors may be provided in a different format provided the following information is provided for each subcontractor:

Subcontractor Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Business Address \_\_\_\_\_  
Business Phone \_\_\_\_\_  
Emergency Phone \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Classification of Work (ex: storm sewer or paving)  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Business Address \_\_\_\_\_  
Business Phone \_\_\_\_\_  
Emergency Phone \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Classification of Work (ex: storm sewer or paving)  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Business Address \_\_\_\_\_  
Business Phone \_\_\_\_\_  
Emergency Phone \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Classification of Work (ex: storm sewer or paving)  
\_\_\_\_\_

## Notice of Award

Date: TBD

The City of Sturgeon Bay awards the following project:

### Project 1704 – 92 E Maple Street Granary Demolition

To: TBD

Address TBD

The work shall consist of the work identified in the Bid Form & Proposal dated:  
**December 6, 2017**, including the following optional additions or subtractions:

TBD or NONE

The contract price awarded is: \$TBD

TBD (Written Amount)

3 Copies of the proposed Contract Documents (with reduced drawings) accompany this notice.

You must within 10 days of this notice complete the following:

1. Execute and return all three copies of the Contract Documents
  - a. Including:
    - i. Signed Contracts
    - ii. Performance and Payment Bonds or Irrevocable Bank Letter of Credit (equal to 110% of contract total)
    - iii. Certificate of Insurance
    - iv. Acknowledgement of any optional additions or subtractions.

Failure to comply with these award conditions within the time specified will entitle the City of Sturgeon Bay to consider you in default and annul the Notice of Award.

Within 10 days after you comply with the above conditions, the City will return one fully executed copy of the Contract Documents.

City of Sturgeon Bay

By: \_\_\_\_\_  
Stephanie Reinhardt  
City Clerk

## **CONTRACT**

**THIS CONTRACT** is dated as of the **TBD** day of **TBD**, 2017, by and between the CITY OF STURGEON BAY, (hereinafter called "Owner") and TBD (hereinafter called "Contractor").

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **Article 1. SCOPE OF WORK.**

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Contractor shall perform everything required to be performed and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all of the work required for:

#### **Project 1704 – 92 E Maple Street Granary Demolition**

as fully described in the "Bid Form & Proposal" attached hereto and incorporated herein.

### **Article 2. CONTRACT PERFORMANCE.**

2.1. The Work will be substantially completed and ready for final payment on or before any dates listed within the "Advertisement for Bid Proposals".

2.2 Change Orders. Owner shall have the right to change the work as long as such changes do not substantially change the character of the project and do not unreasonably add to the time of completion and project cost. Owner and Contractor shall negotiate the price and effect upon completion date associated with each change order.

### **Article 3. CONTRACT PRICE.**

Owner shall pay to the Contractor, for completion of the Work in accordance with the Contract Documents, subject to any additions or deductions provided herein, an amount in current funds computed as follows:

3.1 For all Work other than Unit Price Work, a Lump Sum. All specific cash allowances (and State sales tax exemption) are included in the above price.

3.2 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work in the contract documents times the estimated quantity of that item over and above the quantity allowances included in the plans and specifications.

3.3 Payment. Payment to Contractor under this contract shall be made pursuant to the "General Conditions" attached hereto and incorporated herein.

#### **Article 4. CONTRACTOR'S REPRESENTATIONS.**

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

4.1. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including "technical data".

4.2. Contractor has visited the site(s) and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance, or furnishing of the Work.

4.3. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

4.4. Contractor is aware of the general nature of work to be performed by Owner and others at the site(s) that relates to the Work as indicated in the Contract Documents.

4.5. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site(s), reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

4.6. Contractor has given City written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by City is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### **Article 5. CONTRACT DOCUMENTS.**

The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the Work consist of the following:

- A. Advertisement for Bid Proposals (Attached section 00100)
- B. Instructions to Bidders (Attached section 00200)
- C. Certificate As To Corporate Principal (Attached section 00400)
- D. Bid Form & Proposal (Attached section 00410)
- E. Bid Schedule (Attached section 00420)
- F. Contract (Attached section 00520)
- G. Standard Form of Performance Bond (Attached section 00610)
- H. Payment Bond (Attached section 00615)
- I. General Conditions (Attached section 00700)
- J. The following may be delivered or issued after the Effective Date of this Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents and agreed to by both Owner and Contractor (Section 00941).

## **Article 6. MISCELLANEOUS.**

6.1. Assignment. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

6.2. Binding Agreement. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

6.3. Indemnification. Contractor shall indemnify and hereby agrees to hold harmless City, its agents, officers and employees, for any damages to person, property, or otherwise caused by the actions of Contractor, its suppliers, agents, employees or subcontractors.

6.4. Default/Breach. In event of breach of the contract by Contractor, Contractor will be responsible for the City's cost of enforcement (including costs of obtaining return of any property), including court costs, disbursements and attorney's fees.

6.5. Laws Applicable/Severance. The undersigned parties understand and acknowledge that this Contract represents the entire understanding between the parties for the providing of the above described services. This Contract shall be interpreted in accordance with the laws of the State of Wisconsin. In the event that any of the provisions herein are held to be legally unenforceable, the remaining provisions of this Contract not inconsistent with such legal findings shall remain in full force and effect.

**IN WITNESS WHEREOF**, Owner and Contractor have signed 3 copies of this Contract. Counterparts of each have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed, initialed or identified by Owner and Contractor.

This Agreement will be effective on date of the signatures of the City of Sturgeon Bay representatives (which is the Effective Date of the Agreement).

\_\_\_\_\_(Contractor)  
(Seal)

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

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

Attest:

\_\_\_\_\_  
Corporate Officer  
Title \_\_\_\_\_

(Seal)  
Owner:  
City of Sturgeon Bay

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Thad Birmingham, Mayor

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Stephanie Reinhardt, City Clerk

Approved as to form:

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Randall J. Nesbitt, City Attorney

Provision has been made to pay the liability that will accrue under this Contract.

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Valerie Clarizio, Treasurer

## STANDARD FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we \_\_\_\_\_ as principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the City of Sturgeon Bay, Wisconsin, hereinafter called the Owner, in the penal sum of \$ \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. The Condition of this Obligation is such that whereas the principal entered into a certain contract, hereto attached, with the Owner, dated \_\_\_\_\_, 2017 for **Project 1704 – 92 E Maple Street Granary Demolition**.

Now therefore, it the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner with or without notice to truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, payment to all persons supplying the principal with labor and materials in the prosecutions of the work provided for in said contract, and any such authorized extension or modifications thereof, then, this obligation to be void; otherwise to remain in full force and virtue.

## STANDARD FORM OF PERFORMANCE BOND

(Continued)

In witness whereof, the above bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 2017 the name and seal if each corporate part being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

\_\_\_\_\_  
Individual Principal (Seal) \_\_\_\_\_

\_\_\_\_\_  
Address Business Address

\_\_\_\_\_  
Individual Principal (Seal) \_\_\_\_\_

\_\_\_\_\_  
Business Address

Attest: \_\_\_\_\_  
Corporate Principal

\_\_\_\_\_  
Business Address

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

Attest: \_\_\_\_\_  
Corporate Surety

\_\_\_\_\_  
Business Address



**Payment Bond**

**Part 1 - General**

**a) Summary**

- (1) Payment Bond must be submitted with the signed Contracts
- (2) Payment Bond may be on a form standard to the surety provided that it meets the requirements of EJCDC No. C-615

**Part 2 - Products (Not Used)**

**Part 3 - Execution: (Not Used)**



## GENERAL CONDITIONS

The Contract Documents consist of the: Advertisement for Bid Proposals, Instructions to Bidders, Certificate as to Corporate Principal, Bid Form & Proposal, Bid Schedule, Contract, Standard Form of Performance Bond, Payment Bond, and General Conditions, each of which constitutes an integral part of the Contract.

1. CONTRACT SECURITY: The Contractor may be required to furnish a surety (performance and payment bonds), using the attached forms or equivalent standardized forms, in an amount at least equal to one-hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and for the payment of all persons performing labor and furnishing materials in connection with this Contract. In lieu of a Performance Bond and payment Bond the City of Sturgeon Bay will accept an Irrevocable Bank Letter of Credit equal to 110% of the submitted bid total.

2. CONTRACTOR'S INSURANCE: The Contractor shall not commence work under this Contract until he has obtained all insurance required under this Contract and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been obtained and approved.

a. Compensation Insurance: The Contractor shall take out and maintain during the life of this Contract, Worker's Compensation Insurance for all of his employees at the site of the project and, in case any work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide and shall cause for each Subcontractor to provide adequate insurance coverage for the protection of his employees not otherwise protected.

b. Public Liability and Property Damage Insurance: The Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any Subcontractor performing work covered by this Contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

(1) Bodily Injury	\$1,000,000	Each Occurrence
	\$1,000,000	Annual Aggregate, & Completed Operations
(2) Property Damage	\$ 500,000	Each Occurrence

\$1,000,000      Annual Aggregate

(3) Property Damage Liability will provide Explosion and  
Underground coverage where applicable.

(4) Personal Injury with employment exclusion deleted  
\$1,000,000      Annual Aggregate

c. Comprehensive Automobile Liability:

(1) Bodily Injury  
\$ 1,000,000      Each Person  
\$ 1,000,000      Each Accident

(2) Property Damage  
\$ 500,000      Each Occurrence

d. Business Auto Insurance:  
\$1,000,000      Single Limit for Bodily Injury  
and/or Property Damage

e. Excess Umbrella Liability Insurance:  
\$ 2,000,000      Limit of Liability

3. PROOF OF COVERAGE OF INSURANCE: The Contractor shall furnish the Owner with satisfactory proof of coverage of the insurance required. Satisfactory proof shall normally consist of certificate(s) of insurance.

4. QUALIFICATIONS FOR EMPLOYMENT: No person under the age of sixteen (16) years shall be employed to perform any work on the Project under this Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety, or to the health and safety of others shall be employed to perform any work on the Project under this Contract; provided, that this requirement shall not operate against the employment of physically handicapped persons, otherwise qualified and employable, where such persons may be safely assigned to work which they can ably perform. Where required by law, ordinance or regulation, Contractor must possess and/or have employee(s) at the work site who possess current, required license or certification. There shall be no discrimination because of race, religion, color, creed, political affiliation, sex, or sexual orientation, in the employment of persons for work on the Project under this Contract. All employees engaged in work on the Project under this Contract shall have the right to organize and bargain collectively through representatives of their own choosing, and such employees shall be free from interference, restraint, and coercion by employer in the designation of such employees' representatives, in self-organization, and in other concerted activities of such employees, for the purpose of collective bargaining or other mutual aid or protection and no person seeking employment on the Project under this Contract shall be required as a condition of initial or continued employment, to join any company union or to refrain from joining, organizing, or assisting a labor organization of such person's own choosing.

5. PAYMENT OF EMPLOYEES:

a. Wage Rates: Department of Industry, Labor, and Human Relations prevailing minimum wage rates are not applicable and not required for this project.

6. ACCIDENT PREVENTION: Shall be the responsibility of the Contractor or Subcontractor and precaution shall be exercised at all times for the protection of all persons (including employees) and property. All hazardous conditions shall be guarded against or eliminated.

7. INSPECTION: This Project will be under the direct supervision of the Engineering Department of the City of Sturgeon Bay, represented by the City Engineer or his designated representative.

8. REPORTS, RECORDS AND OTHER DATA: The Contractor and each of his Subcontractors shall submit to the Owner such schedules of quantities and costs, progress schedule, payrolls, report estimates, records and other data as the Owner may request concerning work performed or to be performed under this Contract.

9. PAYMENTS TO CONTRACTOR:

a. Not later than the twentieth (20<sup>th</sup>) day of each calendar month, the Owner will make partial payment to the Contractor on the basis of a duly certified and approved estimate of the work performed or materials delivered under this Contract, during the preceding calendar month. To obtain such payment, Contractor must submit an authenticated statement / voucher detailing work completed and / or material delivered and on work site, to Owner not later than the twenty-fifth (25<sup>th</sup>) day of the preceding calendar month. Statements / vouchers received after the third (3<sup>rd</sup>) working day will be expeditiously processed, however, payment may be delayed up to thirty (30) days from receipt. To insure the proper performance of this contract, the Owner will retain five percent (5%) of the amount of each estimate until fifty percent (50%) of the Net Contract Amount covered by this Contract has been completed. At fifty percent (50%) completion no additional amounts shall be retained, and estimates shall be paid in full to Contractor unless the City Engineer certifies that the Project is not proceeding satisfactorily. At fifty percent (50%) completion or any time thereafter when the progress of the Project is not satisfactory, additional amounts may be retained provided the total retained amount does not exceed ten percent (10%) of the value of the work completed. Upon substantial completion of the Project the retained amounts will be paid to Contractor.

b. In preparing estimates, material delivered and on site, and preparatory work done, may be taken into consideration.

c. All material and work covered by partial payments made shall thereupon become the property of the Owner, but this provision shall not be constructed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged, improper or substandard work, or as a waiver of the right of the Owner to require the fulfillment of all terms of the Contract.

d. At the time of submission of final request for payment for either the entire contract or a major unit of work contained therein, Contractor must furnish a duly executed Final Waiver of Lien in favor of the City of Sturgeon Bay against any land or property upon

which work has been performed, such waiver must include specific releases from all subcontractors and suppliers.

10. TERMINATION FOR BREACH: In the event that any of the provisions of this Contract are violated by the Contractor or his Subcontractor(s), the Owner may serve written notice upon the Contractor and his Surety of its intention to terminate such Contract. Such notice shall contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after serving of such notice upon the Contractor, cited violation(s) shall cease and/or satisfactory arrangement for correction be made, the Contract shall upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Contractor and his Surety and the Surety shall have the right to take over and perform the Contract, provided, however, that if the Surety does not commence performance thereof within thirty (30) days from the date of the mailing of the notice of termination to the Surety, the Owner may take over the work and prosecute the same to completion by Contract or otherwise for the amount and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such material, appliances, and plant as may be on the site of the work and necessary therefor.

11. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF: In addition to the payment to be retained by the Owner under the preceding provision of these General Conditions, the Owner may withhold a sufficient amount of any payment otherwise due the Contractor to cover (a) Payments that may be earned or due for just claims for labor or materials furnished in or about the performance of the work on the Project under this Contract. (b) For defective work not remedied; and/or (c) For failure of the Contractor to make proper payments to his material suppliers and subcontractors. The Owner shall disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. The Owner will render to the Contractor a proper accounting of all such funds disbursed on his behalf.

12. DEFINITION OF NOTICE: Where in any of the Contract Documents there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given: (a) When a written notice shall be delivered to the Owner, or by mailing such written notice in the United States Mail addressed to the Clerk of the Owner at the place where the bids or proposals for the Contract were received, or by submitting a written notice by facsimile which is received by the addressee at its place of business. (b) As to the Contractor, when a written notice shall be delivered to the chief representative of the Contractor at the site of the Project, or by mailing such written notice in the United States Mail addressed to the Contractor at the place stated in the papers prepared by him to accompany his bid or proposal at the address of his permanent place of business, or by submitting a written notice by facsimile which is received by the addressee at its place of business. (c) As to the Surety on the Performance Bond, when a written notice shall be delivered to the Surety at the home office of such Surety or to its agent or agents who executed such Performance Bond on behalf of such Surety, or by mailing such written notice in the United States Mail addressed to the Surety at the home office of such Surety or to its agent or agents who executed such Performance Bond on behalf of such Surety,

or by submitting a written notice by facsimile which is received by the addressee at its place of business.

13. EXTRA, ADDITIONAL OR OMITTED WORK; PAYMENT: The Owner, upon proper action by its governing body, may authorize changes in, additions to, or deductions from the work to be performed or the materials to be furnished pursuant to the provisions of the Contract or any other Contract Document. Adjustments, if any, in the amounts to be paid to the Contractor by reason of any such change, addition or deduction shall be determined by one or more of the following methods:

- a. By unit prices contained in the Contractor's original bid and incorporated in the Contract.
- b. By a supplemental schedule of prices contained in the Contractor's original bid and incorporated in the Contract.
- c. By an acceptable lump sum proposal from the Contractor.
- d. On a cost basis not to exceed a specified limit. A cost basis is defined as the cost of labor, materials, and insurance.

No claim for an addition to the Contract sum shall be valid unless authorized as aforesaid.

14. ASSIGNMENT OF CONTRACT: The Contractor shall not assign this Contract nor any part hereof, nor any monies due or to become due hereunder, without the written consent of the Owner. No assignment of this Contract shall be valid unless it shall contain a provision that the funds to be paid to the Assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

15. SUBCONTRACTING: The Contractor shall not subcontract any work to be performed or any materials to be furnished in the performance of this Contract without the consent of the Owner. If the Contractor shall sublet any part of this Contract, the Contractor shall be fully responsible to the Owner for the acts and omissions of his subcontractor, as he is for the acts and omissions of persons directly employed by himself.

16. "OR EQUAL" CLAUSE: Whenever in any of the Contract Documents an article, material, or equipment, is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal", if not inserted, shall be implied. The specific article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude other manufacturer's products of comparable quality, design and efficiency. The Contractor shall comply with the requirements of the Contract Documents relative to the Owner's approval of material and equipment before they are incorporated in the Project.

17. PATENTS: The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses, for or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

18. DEFINITIONS: The following terms as used in this Contract are respectively defined as follows:

a. Contractor: The person, firm, corporation or business entity to whom the within Contract is awarded by the Owner and who is subject to the terms thereof.

b. Subcontractor: The person, firm, corporation or business entity to whom the within Contract is awarded by the Owner and who is subject to the terms thereof.

c. Owner or City: This is understood to mean the City of Sturgeon Bay, Wisconsin 54235, represented by the Purchasing Agent (City Administrator).

d. Engineer: This is understood to mean the designated representative, Purchasing Agent, Engineer or Superintendent in turn representing the Common Council of the City of Sturgeon Bay.

e. Surety: Any person, firm or corporation that has executed, as a surety, the Contractor's Performance Bond securing the performance of the within Contract.

f. Project: The entire public improvement proposed by the Owner to be performed in whole or in part, pursuant to the Contract contained herein.

19. CORRECTION OF WORK AFTER FINAL PAYMENT: Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law and, upon written notice, he shall remove defects due thereto and pay for any damage to other work, material or structure resulting there from, which shall appear within one (1) year after date of completion and acceptance.



**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Principal in the bond, that \_\_\_\_\_, who signed the said bond on behalf of the principal was the \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

\_\_\_\_\_  
Corporate Seal

**Wage Rates**

**Prevailing Wage Rate Determination for this Project: Not applicable and not required.**

**Change Order Form**

Request # \_\_\_\_\_

Date of Request: \_\_\_\_\_

Owner: City of Sturgeon Bay

Project: **Project 1704 – 92 E Maple Street Granary Demolition**

Contractor: \_\_\_\_\_

This change order modifies the Contract Documents by the mutual agreement of both the Contractor and Owner in the following way:

Description of modification: \_\_\_\_\_

\_\_\_\_\_

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Original Contract Price: \$ \_\_\_\_\_

Previous Change Order Amount(s) (+ or -) \$ \_\_\_\_\_

This Change Order Amount (+ or -) \$ \_\_\_\_\_

Adjusted Contract Price \$ \_\_\_\_\_

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Original Contract Completion Date: \_\_\_\_\_

Previous Change Order (Calendar days + or -) \_\_\_\_\_

Time This Change Order (Calendar days + or -) \_\_\_\_\_

Adjusted Contract Date \_\_\_\_\_

---

Recommended by:

City Engineer: \_\_\_\_\_ Date: \_\_\_\_\_

City Engineer - Chad Shefchik

Accepted by:

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

Authorized Signature

City of Sturgeon Bay: \_\_\_\_\_ Date: \_\_\_\_\_

Mayor - Thad Birmingham

**Project Summary**

**Part 1 - General**

**a) Summary**

- (1) Utility Construction, removal, or modification shall be coordinated through the Owner's on site inspector and:
  - (a) Sanitary Sewer and Water Main shall be coordinated with Sturgeon Bay Utilities general manager Cliff White 920-746-2049.
  - (b) Storm Sewer shall be coordinated with the City Engineer 920-746-2913.
  - (c) Electrical Work shall be coordinated with Sturgeon Bay Utilities Electrical manager Jason Bieri 920-746-5972.
  - (d) All other utility conflicts shall be resolved by the Contractor.
- (2) A pre-demolition meeting shall be conducted by the City Engineer and Contractor. All local utilities shall be invited and major subcontractors are required to attend.

**Part 2 - Products (Not Used)**

**Part 3 – Execution:**

- a) Contractor is responsible to develop a schedule for this project that adheres to the principles described in this section, and must have it approved by the City of Sturgeon Bay before starting construction. Schedule shall include the following:
  - i) Continuous progress must be maintained throughout all stages of each project location.
  - ii) Access to local businesses and residences shall be maintained throughout the project to the maximum extent practical.

## Measurement and Payment

### Part 1 General

#### 1) Summary

- a) Unit prices: shall include all equipment, material, tools and personnel to complete the desired task, measured on a per unit basis. Additional payments for items not identified in Section 00420 Bid Schedule shall be considered included with the unit price submitted.
- b) Lump sum items shall include all equipment, material, tools and personnel to complete the desired task, measured on a total cost basis. Additional payments for items not identified in Section 00420 Bid Schedule but part of the completed item shall be considered included with the lump sum bid.

#### 2) General Work items:

- a) Items not identified: All work is considered identified and covered as part of the bid and the Contractor agrees to this contention with the submittal of the bid. If in the opinion of the City Engineer, items are not covered by the bid items in Section 00420, the Contractor shall propose a reasonable unit price rate (or lump sum if appropriate) that is justified when compared to the actual cost and expense of the item.

### Part 2 Products

- a. Measurements shall be made and confirmed with the City Engineer or his representative prior to application for payment.
- b. Applications shall be made upon the form provided in Section 00620 (Application for Payment) along with all supportive documentation in order to be considered for payment.

### Part 3 Execution

- a. Submit all pay requests with the forms provided and justification to:  
The City of Sturgeon Bay  
Attn; City Engineer  
421 Michigan St.  
Sturgeon Bay, WI 54235

**Payment Procedures**

**Part 1 - General**

- a) Summary
  - i) Payments shall be made by the City of Sturgeon Bay after its regularly scheduled Common Council Meetings. The meetings are scheduled for the first and third Tuesdays of each month.
  - ii) Payment requests must be received 14 days prior to each Council Meeting to allow time for review by the City Engineer and Finance Committee.

**Part 2 - Products (Not Used)**

**Part 3 – Execution:**

- a) Payment requests received as described in this section will be mailed within 3 days of the Common Council approval.
- b) Final Payment requests will not be processed until all work has been completed.
- c) A partial release of the “retained amount” can be requested when the amount retained is greater than the amount of the contract remaining, and any modification not yet requested for payment.

**Project Closeout**

**Part 1 - General**

- 1) Summary
  - a) This section includes both administrative and physical requirements to close out the project
    - (1) Inspection procedures
    - (2) Record Documents
    - (3) Final cleanup
  - b) Substantial Completion
    - (1) Inspect and test all components of the project by conducting a final project walk through with the City of Sturgeon Bay's representative.
    - (2) Items not completed to the satisfaction of the City of Sturgeon Bay will be listed on a punch list and must be completed or corrected before the release of the final retainage amount.

**Part 2 - Products (Not Used)**

**Part 3 – Execution:**

- a) Documents required to authorize final payment and project close out:
  - i) Waiver of Lien
  - ii) Consent of Surety Company To Final Payment - notification form

**Specifications**

**Part 1 - General**

- 1) Mobilization shall be a lump sum amount that is expected to cover the cost of bringing equipment and personnel to the job site and Items not specifically identified with a line item or unit price should also be covered in this cost. 50% of Mobilization shall be paid with the first payment and 50% with the last payment.

**Part 2 - Products (Not Used)**

**Part 3 – Execution: CONTRACTOR USE OF SITE**

- 1) Construction Operations: Limited to immediate area of construction. Road closures shall be approved by the City Engineer and limited to areas where work is underway or completed and awaiting restoration. The Contractor is responsible for coordination of the road closures with any applicable emergency service entities. Contact information is available from the City Engineer's representative.
- 2) Construction Traffic: Limited to City approved routes through the City of Sturgeon Bay.
- 3) Time Restrictions for Performing Work: 7:00 a.m. to 7:00 p.m. on normal work days, unless approved by City Engineer.



## **Site Preparation**

### **Part 1 – General**

#### **1.01 Summary**

- A. Work includes, but is not limited to:
  - (1) Protection of general public, employees, improvements, plants, and utilities.
  - (2) Removal and replacement of improvements.
  - (3) Location of utilities and coordination with utility companies.
- B. All of the snow fencing, barricades and barriers installed by the City of Sturgeon Bay that currently surround the granary building will remain in place if desired. The contractor will be responsible for replacement of damaged items and they will be removed by the City of Sturgeon Bay at the completion of the project. If the contractor chooses to provide and install alternative perimeter barriers the City of Sturgeon Bay will remove the current perimeter barriers in conjunction with the installation of the alternative perimeter barriers if desired.

### **Part 2 – Products (Not Used)**

### **Part 3 – Execution:**

#### **3.01 Protection**

- A. Protect improvements on site and on adjoining properties. Provide barricades, coverings, or other types of protection as necessary to prevent damage and to safeguard against injury. Restore to original condition improvements damaged by the work or improvements which required temporary removal during construction.
- B. Protect existing vegetation. Provide temporary fences, barricades, or guards as needed. Repair or replace vegetation damage by construction operations.
- C. Maintain survey monuments, reference points, benchmarks, and groundwater monitoring wells. Notify Owner of disturbance to markers.
- D. No extra payment or time will be allowed for protection work that could have been suspected or anticipated by site inspection and interpretation of bidding documents prior to execution of contract.

#### **3.02 Utilities**

- A. Notify all affected utility companies of construction operations at least three working days before beginning work near their facilities. Do not begin excavation work until underground utility locations have been marked.
- B. Use caution when excavating so the exact location of underground utilities, both known and unknown, may be determined. Provide adequate protection and support for utilities during construction operations.

- C. If uncharted or incorrectly charted utilities are encountered during excavation work, give prompt notice and submit proposed solution to City Engineer for approval. Coordinate with Owner and public and private utility companies to keep their services and facilities in operation. Repair damaged utilities to satisfaction of utility Owner.

## Erosion Control

### Part 1 - General

#### 1) Summary:

- a) The specifications are intended to reflect good construction practices identified in the Standard Specifications for Highway and Structure Construction from the Wisconsin Department of Transportation (Section 628 in particular).
- b) All erosion control devices shall be maintained by the Contractor.
- c) Payments shall be made as identified in Section 01270.

### Part 2 – Products

- a) Inlet Protection shall meet the requirements of Section 628.3.13 as identified in the Standard Specifications for Highway and Structure Construction from the Wisconsin Department of Transportation.

### Part 3 – Execution:

- 1) All erosion control measures shall be in place during all rainfall events and whenever the Contractor is not working on the site.
- 2) At a minimum, inspect and maintain after every precipitation event greater or equal to ½" and at the end of each work week.
- 3) Contractor shall remove all devices when the turf has been reestablished and it is no longer needed.
- 4) Minimize dispersion of dust from construction operations by application of water or other dust control materials. Controls shall confine dust and dirt within the immediate area of the project. Masonry, concrete, and debris shall be thoroughly soaked during demolition and loading operations.

## Building Demolition, Salvage, and Disposal

### Part 1 – General

#### 1.01 Building and Demolished / Salvaged Materials

- A. The City shall retain exclusive ownership of all materials that are to be salvaged for a period of one year following the award of the contract. Contractor shall assume exclusive ownership of all materials that are to be salvaged after one year from the award of the contract. Contractor shall assume exclusive ownership of all non-salvaged materials that are to be removed from the project areas. The Contractor is encouraged to benefit from resale or recycling of any material or equipment in the course of the demolition.
- B. Salvaged materials should be left whole to the maximum extent practical. The objective of the salvage effort, being to dismantle the salvaged structural materials in such a way that the salvaged materials could be reassembled.
- C. Materials to be salvaged include: post and beam timbers with a minimum dimension of greater than or equal to four inches and artifacts such as sheaves / pulley systems, ropes, grain tubes, etc.
  - 1. Dimensional lumber, built up members, broken, rotted or warped materials are not to be considered as materials needing to be salvaged. ~~The~~ contractor must take photos representative of the condition of materials to be disposed of.
- D. Salvaged materials should be stored by the contractor at a location under their control in such a way that avoids direct ground contact and direct exposure to the elements (eg. cover with a secured tarp).

#### 1.02 Submittals

- A. Permits and notifications: Submit copy of each application to, and permit / response received, from agencies having jurisdiction.
- B. Disposal / Recycling Documentation: Submit copies of disposal manifest or letter of acceptance for all disposed and recycled materials.

#### 1.03 Known Substances

- A. Methane: Contractor shall be aware that methane is present in subsurface soils. Contractor shall take necessary precautions to avoid causing a spark or other ignition source that may result in fire.

#### 1.04 Protection and Safety

- A. Conduct operations to prevent damage to adjacent facilities. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse

of adjacent facilities to remain and to prevent premature collapse of structures to be demolished. Maintain work and site in orderly condition to prevent accidents.

### **1.05 Explosives**

- A. Use of explosives will not be permitted.

### **Part 2 - Products (Not Used)**

### **Part 3 – Execution:**

#### **3.01 Below-Grade Structures**

- A. Demolish and remove all foundation walls, footings, concrete slabs, and all other below-grade construction within the building demolition limits to a depth 2' below finished grade.
- B. Cut piles and remove debris within the building demolition limits to a depth 2' below finished grade.
- C. Soils surrounding below-grade structures are to remain on site.

#### **3.02 Asphalt Pavements**

- A. Existing asphalt pavements shall remain in place and not disturbed the maximum extent practical.

#### **3.03 Filling Excavations and Voids**

- A. Completely fill below-grade areas and voids resulting from demolition using 1-1/4" crushed stone placed in 8" layers and compacted.
- B. Prior to placement of fill materials ensure that areas to be filled are free of standing water, frost, frozen material, trash, and debris. Place fill materials in horizontal layers and compact each layer at optimum moisture content to a density comparable to the original adjacent ground.
- C. After placement of the compacted fill, add 18" of 1-1/4" crushed stone at all disturbed areas of the building demolition. Place in 8" layers and compact each layer at optimum moisture content to a density comparable to the original adjacent ground. Grade surface to meet adjacent contours and to promote surface drainage.

#### **3.04 Disposal of Demolished Materials**

- A. Contractor is responsible for demolished building, foundation, and site preparation material waste disposal at an approved landfill. Waste disposal shall follow all applicable federal, state, and local regulations. Contractor shall submit a copy of the landfill receipt to Owner prior to final payment.

- B. Recycling of demolished materials is encouraged by the City of Sturgeon Bay.
- C. Storage or sale of removed materials will not be permitted on site.
- D. Keep all haul roads clean and free of debris. Take measures to avoid littering waste materials.
- E. No burning of debris is allowed.

**Site Restoration**

**Part 1 – General**

**1.01 Summary**

- A. Restore surfaces (as near as practical) to condition existing prior to the building demolition. Clean site and remove equipment, salvaged materials, unused materials, and debris resulting from the building demolition. Repair / replace lawns, shrubs, trees, and other items within and beyond the construction limits damaged or destroyed through carelessness or failure to follow reasonable safeguards.

**Part 2 – Products (Not Used)**

**Part 3 – Execution:**

**3.01 Site Restoration:**

- A. Site restoration work in the building demolition area shall consist of the following:
  - (1) Remove all debris, site preparation, and erosion control materials.
  - (2) Regrade site as necessary for smooth and continuous grades that are able to drain excess surface water.
- B. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to condition existing prior to start of work.

Project 1704  
City of Sturgeon bay, WI

2017

92 E Maple Street Granary Demolition

Kiesow Enterprises would like to thank the city of Sturgeon Bay for giving us the opportunity to bid this project.

Bid prepared by  
Kiesow Enterprises  
23828 Boot lake Rd  
Reedsville, WI 54230  
Mark 920-418-1880  
Fax 920-756-5361  
markkiesow26@yahoo.com



**Kiesow Enterprises**  
**23828 Boot lake rd**  
**Reedsville, WI 54230**  
P 920 418 1880  
F 920 756 5361  
[Markkiesow26@yahoo.com](mailto:Markkiesow26@yahoo.com)

### **Job time line**

Start job Dec 12, 2017. Or as soon as awarded. We will have the building safely on the ground by Dec 19, 2017. The completion of the clean up and site restoration will be done by Jan 10<sup>th</sup>, 2018. These are all estimates the weather is the biggest factor on these goal dates.

### **Permits**

Permits will be filed as soon as Kiesow Enterprises is awarded the job. We proudly use Bay Environmental Strategies, Inc. because they require asbestos testing in order to file our permits. I will have to contain all material on site until we get lab results back. However, since it is a dated project, I can start right away the morning after permits are filed.

### **Utilities**

Kiesow enterprises will contact Diggers Hotline to get all utilities marked and will not to start digging until site is cleared.

### **Description of job:**

We will take down grain elevator building, dig footings and pylons out to 24" below ground height, not to disturb any soil surrounding the footings. Any soil that is disturbed at this time is to stay on site. We will put 1 ¼ crushed stone in at 8" lifts compacting as we continue, with a minimum of 18" over the disturbed site.

### **Materials that the city will retain and stored**

These materials (4x4 and larger in Beam form) will be stored at the location of Kiesow Enterprises Yard. Located at 13309 Rusch Rd Valders, WI 54245 these materials will be stickered so moisture is not retained, or that you get mold marks on the recycled wood which leaves no value to the wood at all. These materials will be stored outside with roof cover and side cover so air can freely get through materials. These Materials will be measured in quantity of board foot when job is completed and given a price analysis. This dollar amount will be covered if they were to be destroyed by fire.

### **Materials**

Kiesow enterprises strongly believes in recycling of all materials as much as possible. As for the materials that cannot be recycled, they will be properly disposed of with receipts to the city. With the signing of the bid Kiesow Enterprises takes ownership of all materials that are not 4x4 or larger in beam form. Kiesow enterprises will recycle

### **New Materials**

1 ¼ crushed stone will be purchased from Bissen Asphalt, PCI, or Michels materials.

**Equipment list**

90 ton crane-renting  
 120 foot basket lift-renting  
 Kumatsu 150-3 excavator  
 Link-belt 330x4 excavator  
 Gehl DL 12h40 material handler  
 Gehl 6655 skid loader  
 Jlg 40sjp stick boom  
 2 Columbia 120 semi tractors  
 Load king step deck  
 48 foot flat trailer  
 28' aluminum end dump  
 32 foot steel rock tub

**Bid break down on machinery.**

Machine	Mobilization	Cost	Total
Crane	\$1200.00	\$9500.00	\$10700.00
Gehl alt fork	\$300.00	\$3800.00	\$4100.00
Gehl skid	\$150.00	\$1200.00	\$1350.00
Jlg basket	\$300.00	\$3000.00	\$3300.00
Jlg 120	\$600.00	\$5600.00	\$6200.00
Kumatsu 150	\$400.00	\$2500.00	\$2900.00

**Bid Break down on material and labor****Item**

Land fill    Trucking \$4000.00    Disposal fee \$3500.00	\$7500.00
Site prep    (using existing fence to save city money)	\$0.00
Erosion silt in catch basin	\$100.00
All permits and cost of filing from Bay Environmental	\$1800.00
Labor on demolition/salvage of building	\$17500.00
585 tons of 1 ¼ crushed stone to include	
Trucking, laying, and compacting at \$14.85 ton	\$8687.25
Trucking and storing of the city of Sturgeon Bay beams	\$2100.00
	Total \$66237.25

## **Saving the building**

Kiesow Enterprises is willing to work with any entity that wants to save this building for the future. With this in mind, we will take this building down in pieces, so that if there may be a future for it, it can be restored. The best method to use when taking down old buildings is to cut it in short pieces to make it is easier to get to the ground safely.

The main floor will be tagged so it will be easy to rebuild. Kiesow Enterprises has many materials that could replace the rotten material that is in the current building.

## **This is an estimate.**

If we are to run into problems or issues, such as bad weather or wind not allowing the crane to operate correctly or any public lawsuits stopping the project, etc., that permits us from doing our job or stopping us from getting the building on the ground by the November 18<sup>th</sup> 2017 we are not liable to pay any penalties or fines. In return, if we get the job done early we are not looking for any reward payments or bonus.

Our bill to the city will not be any more than the bid price if it takes longer than expected. The only thing that would make the bid price go up is if more has to go the land fill.

## **Bonding**

Both performance and payment bonds will be going through.

### **Brehmer Agency**

**Jason Braatz, CIC**

12800 W. Silver Spring Drive

Butler, WI 53007

262-781-3714 Phone

262-781-6049 Fax

The insurance company they use is Liberty mutual.

## BID FORM &amp; PROPOSAL

FOR

Project 1704  
92 E Maple Street Granary Demolition

CITY OF STURGEON BAY  
DOOR COUNTY, WISCONSIN

Contractor Information:

Bidder's Name	Kiesow Enterprises	
Contact Person	Mark Kiesow	920-418-1880
Business Address	23828 Root Lake Rd Readsille WI 54230	
Business Phone	920-418-1880	
Emergency Phone	Mark Kiesow 920-418-5995	
E-mail Address	MarkKiesow26@yahoo.com	

Bids will be received until: December 6, 2017 at 1:00 PM.

TO: Office of the City Clerk  
421 Michigan Street  
Sturgeon Bay, WI 54235

The undersigned having familiarized himself with the local conditions affecting the cost of the work, and having read and examined the Advertisement for Bid Proposals, Description of Work, Bid Form & Proposal and locations, hereby proposed to do all the work called for in this proposal and to furnish all labor, tools, equipment, and materials necessary for the full completion of said work in a workmanlike manner at the sums, rates, and unit prices for said work.

## Bid Schedule

Item #	Project 1704 - 92 E Maple Street Granary Demolition: Item Descriptions	Unit	Estimated Quantity	Unit Price	Line Item Total
1	Mobilization & Site Preparation	LS	1.00	\$17,000.00	\$17,000.00
2	Erosion Control - Catch Basin Inlet Protection	EA	1.00	\$100.00	\$100.00
3	Applicable WDNR and / or State permits, licenses, and notifications	LS	1.00	\$1800.00	\$1800.00
4	Building Demolition, Salvage and Disposal	LS	1.00	\$38,650.00	\$38,650.00
5	Site Restoration - 1-1/4" compacted crushed stone (at removed foundations & 18" thick at disturbed areas)	TON	585.00	\$14.85	\$8,687.25

Asbestos Testing and Abatement	NA	0.00	NA	Completed by City
Local City of Sturgeon Bay Demolition Permit	NA	0.00	NA	Completed by City

Total Bid Amount	\$ 66,237.25
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Total Bid Amount	\$ 66237.25
Estimated Earliest Possible Completion Date	DATE: 12/6/17

The Engineer's estimate of the work to be done under the specifications are to be considered as only approximate and are not to be held as entitling the Contractor to any claim for extra time or to any other claim of damage if the quantity of work stated should prove to be greater or less than here estimated.

To furnish all labor, material, tools and equipment necessary in connection with this

Contract as specified amount to a total the Bid Amount of: \$ 66237.25

Sixty six thousand two hundred thirty seven and 25/100 -  
(Written amount)

Signature: [Signature]

By: Mark Kieson

Address: 604 S County Rd J Reedsville WI

E-mail Address: Mark Kieson 26 @ Yahoo.com

Phone No.: 920-418-1880

Dated: 12-6-2017

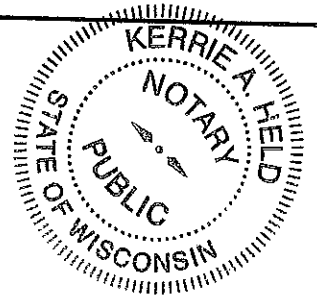
STATE OF WISCONSIN )  
County of Manitowish ) ss

Subscribed and sworn to before me on this 6th day of December, 2017

Kerrie A Held

Notary Public

My Commission Expires: 11-23-2018





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Ansay & Associates, LLC 3618 Calumet Avenue, PO Box 36 Manitowoc, WI 54221	<b>CONTACT NAME:</b> Carol Reinhart
	<b>PHONE (A/C, No, Ext):</b> (920)682-8858 <b>FAX (A/C, No):</b> (920)682-8850
	<b>E-MAIL ADDRESS:</b> carol.reinhart@ansay.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> Penn-Star Insurance Company
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES** **CERTIFICATE NUMBER:** 00000000-0 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PAC7125360	01/19/2017	01/19/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ included
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

City of Sturgeon Bay  
421 Michigan St  
Sturgeon Bay, WI 54235

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Carol Reinhart

(CBR)

**BID FORM & PROPOSAL**

**FOR**

**Project 1704  
92 E Maple Street Granary Demolition**

**CITY OF STURGEON BAY  
DOOR COUNTY, WISCONSIN**

Contractor Information:

Bidder's Name	<u>OSTRENGA EXCAVATING, INC</u>
Contact Person	<u>NORB DANTINNE</u>
Business Address	<u>3225 LILY LAKE RD</u>
Business Phone	<u>920-863-8389</u>
Emergency Phone	<u>920-371-7040</u>
E-mail Address	<u>OSTRENGAEX@GMAIL.COM</u>

Bids will be received until: December 6, 2017 at 1:00 PM.

TO: Office of the City Clerk  
421 Michigan Street  
Sturgeon Bay, WI 54235

The undersigned having familiarized himself with the local conditions affecting the cost of the work, and having read and examined the Advertisement for Bid Proposals, Description of Work, Bid Form & Proposal and locations, hereby proposed to do all the work called for in this proposal and to furnish all labor, tools, equipment, and materials necessary for the full completion of said work in a workmanlike manner at the sums, rates, and unit prices for said work.



## Bid Schedule

Item #	Project 1704 - 92 E Maple Street Granary Demolition: Item Descriptions	Unit	Estimated Quantity	Unit Price	Line Item Total
1	Mobilization & Site Preparation	LS	1.00	\$5,100.00	\$5,100.00
2	Erosion Control - Catch Basin Inlet Protection	EA	1.00	\$3,300.00	\$3,300.00
3	Applicable WDNR and / or State permits, licenses, and notifications	LS	1.00	\$500.00	\$500.00
4	Building Demolition, Salvage and Disposal	LS	1.00	\$340,784.25	\$340,784.25
5	Site Restoration - 1-1/4" compacted crushed stone (at removed foundations & 18" thick at disturbed areas)	TON	585.00	\$14.55	\$8,511.75

Asbestos Testing and Abatement	NA	0.00	NA	Completed by City
Local City of Sturgeon Bay Demolition Permit	NA	0.00	NA	Completed by City

Total Bid Amount	\$ 358,196.00
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Total Bid Amount	\$ 358,196.00
Estimated Earliest Possible Completion Date	DATE: 6/ 2018

The Engineer's estimate of the work to be done under the specifications are to be considered as only approximate and are not to be held as entitling the Contractor to any claim for extra time or to any other claim of damage if the quantity of work stated should prove to be greater or less than here estimated.

To furnish all labor, material, tools and equipment necessary in connection with this

Contract as specified amount to a total the Bid Amount of: \$358,196.00

Three Hundred Fifty Eight Thousand One Hundred Ninety Six Dollars AND ZERO CENTS  
(Written amount)

Signature: Mark Dantine P.M. / Melissa Kennin VP

By: NORIS DANTINNE P.M. / MELISSA KENNIN VP

Address: 3225 LILY LAKE ROAD GREEN BAY, WI 54311

E-mail Address: OSTRENGAEX@GMAIL.COM

Phone No.: (920) 863-8389

Dated: 12/6/17

STATE OF WISCONSIN )  
County of WIS ) ss

Subscribed and sworn to before me on this 5 day of December, 2017

R. Ostrow-Ruffell  
Notary Public  
My Commission Expires: 02/2018

**Subcontractors**

Bidders shall provide a list of sub-contracts complete with contact information for each subcontractor used for the submission of the bid. Changes to the list can be made prior to the award of contracts only with the permission of the City Engineer.

Subcontractors may be provided in a different format provided the following information is provided for each subcontractor:

Subcontractor Name MICHEL'S CORPORATION  
 Contact Person PAUL BEVENS  
 Business Address 1700 INDUSTRIAL GREEN BAY, WI 54302  
 Business Phone (920) 924-4300  
 Emergency Phone (920) 344-1967  
 E-mail Address PBEVENS@MICHEL'S.US  
 Classification of Work (ex: storm sewer or paving)  
CRANE RENTAL

Subcontractor Name \_\_\_\_\_  
 Contact Person \_\_\_\_\_  
 Business Address \_\_\_\_\_  
 Business Phone \_\_\_\_\_  
 Emergency Phone \_\_\_\_\_  
 E-mail Address \_\_\_\_\_  
 Classification of Work (ex: storm sewer or paving)  
 \_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
 Contact Person \_\_\_\_\_  
 Business Address \_\_\_\_\_  
 Business Phone \_\_\_\_\_  
 Emergency Phone \_\_\_\_\_  
 E-mail Address \_\_\_\_\_  
 Classification of Work (ex: storm sewer or paving)  
 \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

THE COMMON COUNCIL OF THE CITY OF STURGEON BAY, WISCONSIN DO ORDAIN  
AS FOLLOWS:

SECTION 1: Section 3.02(3) Bonding of clerk and treasurer of the Municipal Code of the City of Sturgeon Bay, Wisconsin is hereby repealed and recreated as follows:

*Fidelity bond for clerk under alternate financial procedure.* A fidelity bond or insurance policy ~~in an amount~~ of not less than \$5,000.00 or the currently required amount consistent with § 66.0609(4) Wis. Stats., shall be issued upon the city clerk in order to authorize the use of the alternative financial procedure as adopted in Municipal Code subsection 3.03(3).

SECTION 2: This ordinance shall take effect on the day after its publication.

Approved:

\_\_\_\_\_  
Thad Birmingham  
Mayor

Attest:

\_\_\_\_\_  
Stephanie L. Reinhardt  
City Clerk