



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA  
TUESDAY, APRIL 17, 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.

**PRESENTATION OF CERTIFICATES OF APPRECIATION TO:  
RON VANDERTIE, DISTRICT 2  
RICHARD WIESNER, DISTRICT 4  
STEWART FETT, DISTRICT 6**

**ORGANIZATIONAL MEETING  
THAD BIRMINGHAM, MAYOR**

**NEWLY ELECTED COUNCIL MEMBERS ARE SEATED**

4. Roll call.
5. Adoption of agenda.
6. Public Comment.
7. Consideration of the following bills: General Fund – \$279,474.02, Capital Fund - \$90,554.02, Cable TV - \$781.22, TID #4 - \$3,386.00, and Solid Waste Enterprise Fund - \$35.75 for a grand total of \$374,231.01. [roll call]
8. **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 4/3/18 regular Common Council minutes.

\* b. Approval of the following minutes:

- (1) Finance/Purchasing & Building Committee – 3/27/18
- (2) Park & Recreation Committee – 3/28/18

\* c. Place the following reports on file:

- (1) Fire Department Report – 2017
- (2) Fire Department Report – March 2018
- (3) Inspection Department Report – March 2018

\* d. Consideration of: Approval of beverage operator licenses.

\* e. Resolution re: Designation of official newspaper.

- \* f. Resolution re: Designation of Public Depositories.
  - \* g. Finance/Purchasing & Building Committee recommendation re: Approve lease agreement with Genesis Behavioral Services for rental of premises located at 911 North 14<sup>th</sup> Avenue.
  - \* h. Finance/Purchasing & Building Committee recommendation re: Acquire property at 1048 Egg Harbor Road (Simon parcel) via tax foreclosure from the County in the amount of \$19,000.21.
  - \* i. Finance/Purchasing & Building Committee recommendation re: Approve lease with Door County Maritime Museum for the Tug Purves.
  - \* j. Parks & Recreation Committee recommendation re: Approval of resolution to be submitted to Bay-Lakes Regional Plan Commission as part of the application process for the Great Lakes Basin Tree Planting Grant Program.
9. Mayoral appointments.
  10. Election of Council President. [Council Election]
  11. Resolution re: Great Lakes Basin Tree Planting Grant Program.
  12. Resolution re: Adopting Premier Resort Area Tax.
  13. Consideration of: Common Council meeting time.
  14. Consideration of: Dirt Piles.
  15. Consideration of: Ethics Committee.
  16. Discussion re: Dissolving Waterfront Redevelopment Authority.
  17. Mayor's comments.
  18. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 4-13-18

Time: 1:45 pm

By: 

CITY OF STURGEON BAY  
GENERAL PROCEDURES FOR PUBLIC COMMENT AT COMMON COUNCIL MEETINGS

Anyone from the public requesting to address the Council during the public comment portion of the meeting:

- Must fill out a "Request to Comment" form and turn it in to the City Clerk or Mayor PRIOR to the start of the meeting. Name and address must be filled in.
- Individuals will have a maximum of three (3) minutes to address the Council. A total of 30 minutes will be allotted to Public Comment per meeting.
- Order preference for speaking will be given to City residents. If total time remains, non-City residents will be given the opportunity to speak.
- If not all those who requested to speak were able to speak at the meeting due to the time limit, preference will be given to them at the subsequent meeting.
- The speaker shall not engage in personal attacks against the Mayor, Council members, City staff or its representatives and remain courteous and respectful. The Council/Committee requests that all comments and interactions between those present be conducted in a constructive and respectful manner. Anyone acting in a disruptive or disrespectful manner will be asked to leave the meeting by the person presiding at the meeting.
- The Mayor/Chair may ask questions of the speaker for clarification purposes.
- The Mayor/Chair may allow, at his discretion, Council/Committee members or staff to respond to the speaker's comment. However, dialogue will not ensue.
- The Mayor/Chair may refer the matter to a committee or to the City Administrator for further follow up as needed.

IF EVERYONE ABIDES BY THESE GUIDELINES, OUR MEETINGS WILL MOVE ALONG SMOOTHLY AND BUSINESS WILL BE CONDUCTED IN AN EFFICIENT AND TIMELY MANNER. YOUR COOPERATION WILL BE APPRECIATED BY ALL PRESENT AT THE MEETING.

PLEASE NOTE THAT LETTERS WILL NOT BE READ INTO THE RECORD AS PUBLIC COMMENT. ONLY LETTERS RECEIVED FOR A PUBLIC HEARING WILL BE READ INTO THE RECORD.

RESPECTFULLY,  
MAYOR THAD BIRMINGHAM

DATE: 04/10/2018  
TIME: 13:57:20  
ID: AP443000.CST

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7.

INVOICES DUE ON/BEFORE 04/17/2018

7.

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
GENERAL FUND				
	BALLFIELD LIGHTING			
WPPI ENG	WPPI ENERGY	04/18 ATHLETIC LIGHT PROJECT	01-000-981-70000	1,365.39
TOTAL BALLFIELD LIGHTING				1,365.39
TOTAL GENERAL FUND				1,365.39
MAYOR				
CHASE	JP MORGAN CHASE BANK	CONF MEAL	01-100-000-55600	24.16
CHASE		CONF-HOTEL	01-100-000-55600	91.26
CHASE		LODGING	01-100-000-55600	116.74
TOTAL				232.16
TOTAL MAYOR				232.16
LAW/LEGAL				
16555	PINKERT LAW FIRM, LLP	02/18 GENERAL LEGAL MATTERS	01-110-000-55010	2,030.00
16555		02/18 LEGAL MATTERS-KOLOSKI	01-110-000-55010	28.00
BUELOW	BUELOW, VETTER, BUIKEMA,	02/18 GENERAL LABOR COUNSEL	01-110-000-57900	3,363.00
BUELOW		03/18 GENERAL LABOR COUNSEL	01-110-000-57900	3,654.50
TOTAL				9,075.50
TOTAL LAW/LEGAL				9,075.50
CITY CLERK-TREASURER				
CHASE	JP MORGAN CHASE BANK	CONF REGISTRATION-CLARIZIO	01-115-000-55600	225.00
CHASE		CONF MEAL	01-115-000-55600	19.25
CHASE		CONF-HOTEL	01-115-000-55600	91.26
CHASE		CONF MEAL	01-115-000-55600	16.88
CHASE		CONF MEAL	01-115-000-55600	11.79
CHASE		CONF MEAL	01-115-000-55600	18.19
CHASE		CONF PARKING FEE	01-115-000-55600	2.75
CHASE		FUEL	01-115-000-55600	21.84
TOTAL				406.96
TOTAL CITY CLERK-TREASURER				406.96
ADMINISTRATION				
CHASE	JP MORGAN CHASE BANK	CONF REGISTRATION-VANLIESHOUT	01-120-000-55600	225.00
CHASE		CONF MEAL	01-120-000-55600	13.33
CHASE		CONF PARKING FEE	01-120-000-55600	2.75
CHASE		FUEL	01-120-000-55600	21.84
TOTAL				262.92
TOTAL ADMINISTRATION				262.92

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
COMPUTER				
03101	CDW GOVERNMENT, INC.	UPS BACKUP SYSTEM-DPW	01-125-000-55550	506.21
04696	DOOR COUNTY TREASURER	03/18 INTERNET USAGE	01-125-000-55550	100.00
04696		03/18 TECH SUPPORT	01-125-000-55550	2,575.00
04696		03/18 2G INTERNET	01-125-000-55550	375.00
TOTAL				3,556.21
TOTAL COMPUTER				3,556.21
CITY ASSESSOR				
01650	APEX SOFTWARE	ANNUAL MAINTENANCE RENEWAL	01-130-000-51100	235.00
19206	SCHWAAB, INC.	DATE STAMP	01-130-000-54999	62.00
19206		RETURN ADDRESS STAMP	01-130-000-54999	41.00
19206		SHIPPING	01-130-000-54999	6.24
ASSO APP	ASSOCIATED APPRAISAL	04.17.18 CONTRACT	01-130-000-55010	1,333.33
TOTAL				1,677.57
TOTAL CITY ASSESSOR				1,677.57
BUILDING/ZONING CODE ENFORCEMT				
SAFEBUILD	SAFE BUILT	MARCH PERMITS	01-140-000-55010	3,448.35
SAFEBUILD		PLAN REVIEW	01-140-000-55010	340.00
TOTAL				3,788.35
TOTAL BUILDING/ZONING CODE ENFORCEMT				3,788.35
PUBLIC WORKS ADMINISTRATION				
CHASE	JP MORGAN CHASE BANK	MUN DIRECT EMPLOY AD	01-150-000-58999	1,255.00
TOTAL				1,255.00
TOTAL PUBLIC WORKS ADMINISTRATION				1,255.00
ELECTIONS DEPARTMENT				
04975	ECONO FOODS	BAKERY-ELECTION WORKERS	01-155-000-54999	45.00
CHASE	JP MORGAN CHASE BANK	ELECTION POSTAGE	01-155-000-54999	50.00
TOTAL				95.00
TOTAL ELECTIONS DEPARTMENT				95.00
CITY HALL				
03159	CHARTER COMMUNICATIONS	03/18 FIRE CABLE SVC	01-160-000-58999	120.00
03159		03/18 WS FIRE CABLE SVC	01-160-000-58999	101.90

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
19880	STURGEON BAY UTILITIES	421 MICHIGAN ST	01-160-000-56150	2,075.61
19880		421 MICHIGAN ST	01-160-000-58650	306.62
19959	SUPERIOR CHEMICAL CORP	CLEANING SUPPLIES	01-160-000-51850	475.77
WARNER	WARNER-WEXEL WHOLESALE &	VACUUM BAGS	01-160-000-55300	10.00
WARNER		STAINLESS STEEL CLEANER	01-160-000-55300	8.98
WARNER		ROLL TOWELING & BOWL CLEANER	01-160-000-55300	85.55
WARNER		CLEANING SUPPLIES	01-160-000-51850	17.84
TOTAL				3,202.27
TOTAL CITY HALL				3,202.27
INSURANCE				
MCCLONE	MCCLONE AGENCY, INC	05/18 WORK COMP	01-165-000-58750	13,932.00
MCCLONE		05/18 GEN LIAB	01-165-000-56400	3,152.00
MCCLONE		05/18 POLICE LIAB INS	01-165-000-57150	1,189.00
MCCLONE		05/18 PUBLIC OFFL	01-165-000-57400	1,196.00
MCCLONE		05/18 AUTO LIAB	01-165-000-55200	1,966.00
MCCLONE		05/18 AUTO PHY DAMAGE	01-165-000-55200	1,652.00
TOTAL				23,087.00
TOTAL INSURANCE				23,087.00
GENERAL EXPENDITURES				
04696	DOOR COUNTY TREASURER	03/18 CITY HALL PHONE SVC	01-199-000-58200	152.82
04696		03/18 FIRE PHONE SVC	01-199-000-58200	41.51
04696		03/18 MUNICIPAL PHONE SVC	01-199-000-58200	49.51
04696		03/18 POLICE PHONE SVC	01-199-000-58200	65.94
16555	PINKERT LAW FIRM, LLP	02/18 TID 1 LEGAL MATTERS	01-199-000-51525	391.50
19085	SCHENCK BUSINESS SOLUTIONS	12/31/17 INTERIM AUDIT BILLING	01-199-000-55150	7,710.00
TOTAL				8,411.28
TOTAL GENERAL EXPENDITURES				8,411.28
POLICE DEPARTMENT				
15890	PACK AND SHIP PLUS	SHIPPING-DEPERE	01-200-000-57250	5.80
15890		SHIPPING-UTAH	01-200-000-57250	13.15
16735	ARLEIGH PORTER	UNIFORM ALLOWANCE-PORTER	01-200-000-52900	300.00
CHASE	JP MORGAN CHASE BANK	UNIFORM BRINKMAN	01-200-000-52900	187.74
CHASE		MISC COMPUTER-FORENSICS LAB	01-200-000-55500	268.96
CHASE		MISC COMPUTER-FORENSICS LAB	01-200-000-55500	16.16
CHASE		VIDEO RECORDER HARD DRIVE	01-200-000-55500	49.00
CHASE		TRAINING MEAL	01-200-000-55600	18.88
CHASE		TRAINING MEAL	01-200-000-55600	17.62
CHASE		LODGING-CONFERENCE	01-200-000-55600	218.00
CHASE		BUSINESS CARDS-SHEW	01-200-000-51600	13.98
CHASE		MEAL-CONFERENCE	01-200-000-55600	15.88
CHASE		MEAL-CONFERENCE	01-200-000-55600	15.34

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GENERAL FUND				
CHASE		MEAL-CONFERENCE	01-200-000-55600	12.89
CHASE		MEAL-CONFERENCE	01-200-000-55600	18.41
CHASE		MEAL-CONFERENCE	01-200-000-55600	29.42
STAPLES	WISCONSIN DOCUMENT IMAGING LLC	3682 BLACK COPIES	01-200-000-51600	44.55
STAPLES		860 COLOR COPIES	01-200-000-51600	31.22
US BANK	US BANK EQUIPMENT FINANCE	RICOH COPIER 26 OF 48	01-200-000-55650	167.00
US BANK		PROPERTY DAMAGE	01-200-000-55650	27.02
US BANK		FEE	01-200-000-55650	16.70
TOTAL				1,487.72

TOTAL POLICE DEPARTMENT 1,487.72

POLICE DEPARTMENT/PATROL

01550	BP AMOCO	OUT OF TOWN FUEL	01-215-000-51650	24.67
04150	DE JARDIN CLEANERS LLC	UNIFORM MAINTENANCE/JENNERJOHN	01-215-000-56800	18.00
04575	DOOR COUNTY HARDWARE	PRESSURE WASHER PARTS	01-215-000-54999	30.44
04575		MISC DIVE EQUIP	01-215-000-54999	55.72
19880	STURGEON BAY UTILITIES	4.4.18 RECYCLE EVENT	01-215-000-54999	354.50
19880		110 S NEENAH AVE CAMERA	01-215-000-56150	11.34
21450	THE UNIFORM SHOPPE	UNIFORM BELT & NECKTIE/MIELKE	01-215-000-52900	80.95
ALBERTSO	JASON ALBERTSON	TRNING MEAL EXPNSE-ALBERTSON	01-215-000-55600	77.60
ART OF E	TAMMY WICKMAN LUTZE	SBPD STAFF PHOTO	01-215-000-54999	175.00
CHASE	JP MORGAN CHASE BANK	TRAINING REGISTRATION-BILODEAU	01-215-000-55600	50.00
CHASE		ICLOUD STORAGE	01-215-000-58250	0.99
CHASE		FUEL	01-215-000-51650	28.20
CHASE		CONFERENCE-MEALS	01-215-000-55600	86.81
CHASE		LODING-CONFERENCE	01-215-000-55600	102.00
CHASE		LODGING-CONFERENCE	01-215-000-55600	102.00
CHASE		CMMD COLLGE TRAING-MEAL-HNRY	01-215-000-55600	9.81
CHASE		CMMD COLLGE TRAING-MEAL-HNRY	01-215-000-55600	16.55
CHASE		CMMD COLLGE TRAING-MEAL-HNRY	01-215-000-55600	10.43
CHASE		CMMD COLLGE TRAING-MEAL-HNRY	01-215-000-55600	17.19
CHASE		CMMD COLLGE TRAING-MEAL-HNRY	01-215-000-55600	16.63
CHASE		CMMD COLLGE TRAING-HOTEL-HNRY	01-215-000-55600	95.28
CHASE		POLO SHIRTS/SBPD	01-215-000-52900	160.00
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	MAINTENANCE 2016 EXPLORER	01-215-000-58600	26.00
JIM FORD		MAINTENANCE SQUAD 60	01-215-000-58600	26.00

TOTAL 1,576.11

TOTAL POLICE DEPARTMENT/PATROL 1,576.11

POLICE DEPT. / INVESTIGATIONS

ACCURINT	LEXISNEXIS RISK SOLUTIONS	MARCH 2018 CONTRACT FEE	01-225-000-57950	105.00
TOTAL				105.00
TOTAL POLICE DEPT. / INVESTIGATIONS				105.00

FIRE DEPARTMENT

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
02005	BAY ELECTRONICS, INC.	RADIO REPAIR-CITY HALL	01-250-000-56250	166.25
04150	DE JARDIN CLEANERS LLC	GEAR REPAIR	01-250-000-56250	14.00
04575	DOOR COUNTY HARDWARE	ASSORTED SUPPLIES	01-250-000-54999	55.50
04575		FASTENERS	01-250-000-53000	0.55
04575		HANDY BOX	01-250-000-54999	5.98
04575		FASTENERS	01-250-000-54999	67.93
04575		FASTENERS	01-250-000-54999	8.40
19880	STURGEON BAY UTILITIES	92 E MAPLE ST	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	74.00
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		MADISION AVE SPRINKLING	01-250-000-56675	13.00
19880		10 PENNSYLVANIA ST DOCK	01-250-000-56675	13.00
19880		1018 GREEN BAY RD SIREN	01-250-000-56150	15.45
19880		EAST SIDE DOCK	01-250-000-56675	5.20
19880		1ST AVE MARINA/RESTROOM	01-250-000-56675	42.00
19880		CITY PRK 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 LOTS	01-250-000-56675	920.40
23897	W.S. DARLEY & CO.	EQUIPMNT BRACKETS	01-250-000-51350	105.22
23897		HAND TOOLS	01-250-000-52700	369.07
CHASE	JP MORGAN CHASE BANK	TRAINING REGISTRATION-AUSTAD	01-250-000-55600	100.00
CHASE		TRAINING REGISTRATION-AUSTAD	01-250-000-55600	600.00
CHASE		TRAINING REGISTRATION-WIEGAND	01-250-000-55600	100.00
CHASE		TRAINING REGISTRATION-WIEGAND	01-250-000-55600	600.00
CHASE		UNIFORM	01-250-000-52900	31.99
CHASE		TRAFFIC VEST-TRK 2	01-250-000-54999	159.96
CHASE		PARKING FEE	01-250-000-55600	14.00
CHASE		IPAD BATTERY REPLACEMENT	01-250-000-56250	81.00
CHASE		HOSE NOZZLE REPLACEMENT	01-250-000-51350	226.65
CHASE		JAN DATA & CELL	01-250-000-58250	186.31
CHASE		PLATFORM FINA L INSPECT-TRAVEL	01-250-000-55600	12.19
CHASE		PLATFORM FINA L INSPECT-MEAL	01-250-000-55600	18.72
CHASE		PLATFORM FINA L INSPECT-CAR	01-250-000-55600	44.93
CHASE		PLATFORM FINA L INSPECT-	01-250-000-55600	10.82
CHASE		PLATFORM FINA L INSPECT-TRAVEL	01-250-000-55600	19.00
CHASE		PLATFORM FINA L INSPECT-HOTEL	01-250-000-55600	124.26
CHASE		TRAINING MEALS-FERRARA	01-250-000-55600	488.00
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	LED INDICATOR	01-250-000-53000	9.99
O'REILLY		BLUE DEF	01-250-000-53000	12.50
O'REILLY		HOOD LATCH	01-250-000-53000	14.61
O'REILLY		CREDIT RETURN HOOD LATCH	01-250-000-53000	-14.61
PREVEA	PREVEA HEALTH WORKMED	BAT SCREEN	01-250-000-57100	25.20
TOTAL				13,824.02
TOTAL FIRE DEPARTMENT				13,824.02



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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
STORM SEWERS				
03650	CONCRETE INDUSTRIES, INC	CONCRETE TOP/MANHOLE	01-300-000-51150	184.00
TOTAL				184.00
TOTAL STORM SEWERS				184.00
COMPOST/SOLID WASTE SITE				
19880	STURGEON BAY UTILITIES	COMPOST SITE	01-320-000-56150	8.24
TOTAL				8.24
TOTAL COMPOST/SOLID WASTE SITE				8.24
SNOW REMOVAL				
13150	MASTERCRAFT WELDING SYSTEM	METAL FOR PLOW REPAIRS	01-410-000-51400	40.00
13150		METAL FOR PLOW REPAIRS	01-410-000-51400	80.00
TOTAL				120.00
TOTAL SNOW REMOVAL				120.00
STREET SIGNS AND MARKINGS				
04575	DOOR COUNTY HARDWARE	WRK LGHT,TUBING, CLAMP	01-420-000-52100	60.71
04575		VINYL TUBING	01-420-000-52100	13.93
04575		SPRAY PAINT	01-420-000-52100	19.96
06012	FASTENAL COMPANY	BATTERIES	01-420-000-52550	8.58
06012		BATTERIES	01-420-000-52550	25.75
19275	SHERWIN WILLIAMS	PAINT MACHINE REPAIR KIT	01-420-000-52100	330.03
TOTAL				458.96
TOTAL STREET SIGNS AND MARKINGS				458.96
STREET MACHINERY				
04575	DOOR COUNTY HARDWARE	FASTENERS	01-450-000-52150	4.06
04575		SHOVEL	01-450-000-52700	19.98
04575		UNDERCOATING RUBBER	01-450-000-52150	6.99
04575		BATTERY WATCH	01-450-000-53000	4.99
04575		DRILL BIT	01-450-000-52700	6.99
04575		CREDIT	01-450-000-52150	-0.79
13655	MONROE TRUCK EQUIPMENT, INC	CYLINDER REPAIR	01-450-000-53000	882.18
JIMTRUCK	JIM PIONTEK TRUCKING,INC	TOW GRADER BACK FROM GREEN BAY	01-450-000-53000	315.00
L&P	L&P CONVENIENT STORE SBAY LLC	FUEL	01-450-000-52150	2.29
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	POWER STEERING FLUID	01-450-000-53000	4.85
O'REILLY		CODE READER	01-450-000-58600	239.99
TRACTOR	TRACTOR SUPPLY CREDIT PLAN	CHALK REEL, CRAYONS,TAPE MEAS	01-450-000-52150	23.96
TOTAL				1,510.49

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-----				
GENERAL FUND				
TOTAL STREET MACHINERY				1,510.49
CITY GARAGE				
04575	DOOR COUNTY HARDWARE	FASTENERS	01-460-000-56250	1.92
04575		10 SHOVELS	01-460-000-52700	99.90
04575		HAMMER HANDLE	01-460-000-52700	6.59
04575		ENTRY LEVER	01-460-000-55300	59.99
04575		MURIATIC ACID	01-460-000-51850	17.98
19297	SHORE TO SHORE RENTAL, INC	AIR TANK SAFETY PLATE	01-460-000-52350	5.95
AMERWELD	AMERICAN WELDING & GAS, INC	ACETYLENE TANK	01-460-000-52700	126.28
AMERWELD		OXYGEN TANKS	01-460-000-52700	83.29
BLUE TRP	BLUE TARP FINANCIAL	NORTHER TOOL ANNL MEMBR FEE	01-460-000-52700	39.99
WISCO	WISCOLIFT, INC	ANLN CRANE & HOIST INSPECTION	01-460-000-58999	465.00
TOTAL				906.89
TOTAL CITY GARAGE				906.89
CELEBRATION & ENTERTAINMENT				
SRO	SRO EVENTS, INC	HARMONY INSTALLMENT #2 2018	01-480-000-58999	8,966.67
TOTAL				8,966.67
TOTAL CELEBRATION & ENTERTAINMENT				8,966.67
HIGHWAYS - GENERAL				
19880	STURGEON BAY UTILITIES	OLD HWY RD SIGN	01-499-000-58000	11.15
19880		808 S DULUTH AVE SIGN	01-499-000-58000	9.85
19880		EGG HRBR RD TRFFC LIGHTS	01-499-000-58000	31.44
19880		N 14TH AVE & EGG HRBR TFFC	01-499-000-58000	26.35
19880		WS TRFFIC LIGHTS	01-499-000-58000	139.44
19880		ORNAMENTAL ST LIGHTS	01-499-000-58000	4,773.98
19880		OVERHEAD LIGHTS	01-499-000-58000	6,778.13
19880		LANSING & WALNUT SIGN	01-499-000-58000	7.84
19880		EAST SIDE DOCK	01-499-000-58000	47.45
TOTAL				11,825.63
TOTAL HIGHWAYS - GENERAL				11,825.63
PARK & RECREATION ADMIN				
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	OFFICE SUPPLIES	01-500-000-51950	180.94
CHASE	JP MORGAN CHASE BANK	BREWER TICKET DEPOSIT	01-500-000-52250	984.00
TOTAL				1,164.94
TOTAL PARK & RECREATION ADMIN				1,164.94

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
PARKS AND PLAYGROUNDS				
04574	DOOR COUNTY GLASS & MIRROR	WINDOW-SUNSET BATHROOM	01-510-000-51850	146.41
04574		MIRROR-SAWYER PARK	01-510-000-51850	30.11
04575	DOOR COUNTY HARDWARE	PLIERS PLUMBING SOFT JAW	01-510-000-52700	18.99
04575		FASTENERS	01-510-000-51850	1.30
04575		HOSE SPA 1 IN	01-510-000-51850	7.98
04575		HANGER STRGE TOOL	01-510-000-52100	3.99
04575		BRUSH	01-510-000-52100	4.99
04575		DRILL BIT & FASTENERS	01-510-000-52700	14.09
04575		TENSION CLIP	01-510-000-52700	3.59
04575		JIG BLADE	01-510-000-52700	16.58
04575		GRAB BAR	01-510-000-51850	79.98
04575		POWERCNTR & PLUG	01-510-000-52700	18.98
04575		WATERSEALER	01-510-000-52550	19.99
04575		GRAB BAR	01-510-000-51850	79.98
04575		PAINT	01-510-000-52100	31.99
04575		UTILITY BLADES	01-510-000-52700	2.99
04966	EAGLE MECHANICAL INC	REPLACEMENT PART-SWYR BATHROOM	01-510-000-51850	255.00
06012	FASTENAL COMPANY	CONCRETE DRILL BIT	01-510-000-52700	22.62
06012		GARBAGE CANS	01-510-000-52700	73.49
08225	HERLACHE SMALL ENGINE	HEDGE TRIMMER BLADES	01-510-000-51350	91.76
11995	LAFORCE HDWE MFG CORP	DOOR HANDLE	01-510-000-51850	63.60
19880	STURGEON BAY UTILITIES	MARTIN PARK PAVILLION	01-510-000-56150	9.74
19880		MARTIN PARK RESTROOM	01-510-000-58650	8.00
19880		MEM FLD WARMING HOUSE	01-510-000-56150	87.77
19880		MEM FLD WARMING HOUSE	01-510-000-58650	51.40
19880		GARLAND PARK	01-510-000-56150	8.24
19880		GARLAND PARK	01-510-000-58650	8.00
19880		MICHIGAN ST FLAG LIGHT	01-510-000-56150	27.10
19880		MEM FLD PARK LOT	01-510-000-56150	8.24
19880		MEM FLD COMPLEX	01-510-000-56150	237.67
19880		GIRLS LITTLE LEAGUE	01-510-000-56150	27.00
19880		QUINCY ST BALLFLD	01-510-000-58650	27.00
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	TRAILER WIRE	01-510-000-58600	29.98
O'REILLY		U JOINT	01-510-000-53000	8.99
VIKING	VIKING ELECTRIC SUPPLY, INC	PVC PIPE	01-510-000-51850	4.43
WARNER	WARNER-WEXEL WHOLESALE &	GARBAGE BAG LINERS	01-510-000-51850	66.97
TOTAL				1,598.94
TOTAL PARKS AND PLAYGROUNDS				1,598.94
MUNICIPAL DOCKS				
04575	DOOR COUNTY HARDWARE	MASTER KEYS	01-550-000-51850	4.47
TOTAL				4.47
TOTAL MUNICIPAL DOCKS				4.47
WATER WEED MANAGEMENT				
04575	DOOR COUNTY HARDWARE	MECH TOOL SET	01-560-000-51400	79.99
04575		TARP	01-560-000-51400	15.99
TOTAL				95.98

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
TOTAL WATER WEED MANAGEMENT				95.98
WATERFRONT PARKS & WALKWAYS				
04575	DOOR COUNTY HARDWARE	FASTENERS	01-570-000-52650	32.48
04575		SIGN SUPPLIES	01-570-000-52650	34.38
04575		SANDPAPER	01-570-000-52100	7.58
04696	DOOR COUNTY TREASURER	BULLHEAD POINT BRUSH CUTTING	01-570-000-58999	273.57
19880	STURGEON BAY UTILITIES	W LARCH ST WALKWAY LIGHTS	01-570-000-56150	115.93
19880		W LARCH ST PARKING LOT	01-570-000-56150	64.55
19880		10 PENNSYLVANIA ST DOCK	01-570-000-58650	11.40
19880		48 KENTUCKY ST WTRFRNT	01-570-000-56150	172.36
19880		1ST AVE MARINA/RESTROOM	01-570-000-56150	181.58
19880		1ST AVE MARINA/RESTROOM	01-570-000-58650	51.40
19880		CITY PRK RAMP	01-570-000-56150	215.41
19880		48 KENTUCKY ST DOCK	01-570-000-58650	11.40
19880		48 KENTUCKY ST CITY MARINA	01-570-000-58650	27.00
TOTAL				1,199.04
TOTAL WATERFRONT PARKS & WALKWAYS				1,199.04
EMPLOYEE BENEFITS				
03780	COUNSELING ASSOCIATES OF DC	02/18 EAP	01-600-000-56553	150.83
03780		03/18 EAP	01-600-000-56553	150.83
03780		04/18 EAP	01-600-000-56553	150.83
23674	WISCONSIN DEPT OF WORFORCE	03/18 UNEMPLOYMENT	01-600-000-50370	1,929.76
TOTAL				2,382.25
TOTAL EMPLOYEE BENEFITS				2,382.25
COMMUNITY & ECONOMIC DEVLPMT				
04549	DOOR COUNTY ECONOMIC DEVELOPME	2ND QTR COMMITMENT	01-900-000-55750	5,402.50
04549		2ND QTR ADMIN OF PROGRAMS	01-900-000-55850	6,625.00
19730	STURGEON BAY VISITOR CENTER	SBVC SUPPORT	01-900-000-57800	10,394.69
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	2 LABELS 8160	01-900-000-51950	28.24
BUBRICKS		1 BOX ENVELOPES	01-900-000-51950	23.93
CHASE	JP MORGAN CHASE BANK	CONF MEAL	01-900-000-55600	21.70
CHASE		CONF-HOTEL	01-900-000-55600	104.00
CHASE		CONF MEAL	01-900-000-55600	19.96
CHASE		APA PLANNING CONFERENCE	01-900-000-55600	735.00
CHASE		WIS DELLS CONF-FUEL	01-900-000-55600	23.45
CHASE		WIS DELLS CONF-FUEL	01-900-000-55600	33.89
TOTAL				23,412.36
TOTAL COMMUNITY & ECONOMIC DEVLPMT				23,412.36
TOTAL GENERAL FUND				127,247.32

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INVOICES DUE ON/BEFORE 04/17/2018

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAPITAL FUND				
CITY HALL				
EXPENSE				
02975	CAMERA CORNER	CITY HALL DOOR ACCESS	10-160-000-59040	4,589.99
02975		ADDITIONAL DOORS PD & CITY HAL	10-160-000-59999	885.47
TOTAL EXPENSE				5,475.46
TOTAL CITY HALL				5,475.46
PATROL				
PATROL				
NELSON	NELSON TACTICAL	20 STREAMLIGHT FLASHLIGHTS	10-215-000-59999	2,501.82
TOTAL PATROL				2,501.82
TOTAL PATROL				2,501.82
FIRE DEPARTMENT				
EXPENSE				
CHASE	JP MORGAN CHASE BANK	SCBA GEAR BAG	10-250-000-59050	94.95
TOTAL EXPENSE				94.95
TOTAL FIRE DEPARTMENT				94.95
STORM SEWERS				
EXPENSE				
14490	NEENAH FOUNDRY	5 LIDS FOR MILL & PAVE MANHOLE	10-300-000-59115	642.50
TOTAL EXPENSE				642.50
TOTAL STORM SEWERS				642.50
CURB/GUTTER/SIDEWALK				
EXPENSE				
CEDARCO	CEDAR CORPORATION	PEDSTRIAN TRAIL HWY 42/57	10-440-000-59102	3,477.00
TOTAL EXPENSE				3,477.00
TOTAL CURB/GUTTER/SIDEWALK				3,477.00
PARKS AND PLAYGROUNDS				
EXPENSE				
06580	FOTH AND VAN DYKE	LITTLE LAKE SVC THRU 2.28.18	10-510-000-59025	45,606.83
13049	MAY'S SPORT CENTER	NEW GATOR UTV	10-510-000-59065	8,970.79
TOTAL EXPENSE				54,577.62
TOTAL PARKS AND PLAYGROUNDS				54,577.62
ICE RINKS				
EXPENSE				

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INVOICES DUE ON/BEFORE 04/17/2018

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAPITAL FUND				
EXPENSE				
EXPENSE				
12100	LAMPERT YARDS INC	WINDOWS	10-530-000-59010	3,875.30
TOMROBER	TOM ROBERTS	INSTALL WINDOWS-MEM FLD	10-530-000-59010	948.37
TOTAL EXPENSE				4,823.67
TOTAL ICE RINKS				4,823.67
MUNICIPAL DOCKS				
EXPENSE				
ROYLAN	ROYLAN BUOYS	20 SLOW NO WAKE BUOYS	10-550-000-59075	9,680.00
TOTAL EXPENSE				9,680.00
TOTAL MUNICIPAL DOCKS				9,680.00
WATERFRONT PARKS & WALKWAYS				
PIER	PIER & WATERWAY SOLUTIONS,LLC	2018 DOCK REPAIR DOWNPAYMENT	10-570-000-59075	9,281.00
TOTAL				9,281.00
TOTAL WATERFRONT PARKS & WALKWAYS				9,281.00
TOTAL CAPITAL FUND				90,554.02
CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
02975	CAMERA CORNER	AUDIO RACK	21-000-000-52700	270.00
03159	CHARTER COMMUNICATIONS	03/18 CTV MUSIC SVC	21-000-000-58999	62.72
15890	PACK AND SHIP PLUS	SHIPPING RE: SALE DVD RECORDRS	21-000-000-58999	28.62
CHASE	JP MORGAN CHASE BANK	EDITING SOFEWARE RENEWAL	21-000-000-51100	419.88
TOTAL CABLE TV / GENERAL				781.22
TOTAL CABLE TV / GENERAL				781.22
TOTAL CABLE TV				781.22
TID #4 DISTRICT				
TID #4 DISTRICT				
TID #4 DISTRICT				
16555	PINKERT LAW FIRM, LLP	02/18 TID 4 LEGAL MATTERS	28-340-000-55001	2,334.50
STAFFORD	STAFFORD ROSENBAUM LLP	02/18 TID 4 LEGAL MATTERS	28-340-000-55001	605.00
VANDECAS	VANDE CASTLE, S.C.	03/18 LEGAL MATTERS-RAZE	28-340-000-55001	446.50
TOTAL TID #4 DISTRICT				3,386.00
TOTAL TID #4 DISTRICT				3,386.00
TOTAL TID #4 DISTRICT				3,386.00

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INVOICES DUE ON/BEFORE 04/17/2018

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
04575	DOOR COUNTY HARDWARE	FASTENERS	60-000-000-53000	9.50
04603	HALRON LUBRICANTS INC	USED OIL PICK UP FEE	60-000-000-52050	26.25
TOTAL SOLID WASTE ENTERPRISE FUND				35.75
TOTAL SOLID WASTE ENTERPRISE FUND				35.75
TOTAL SOLID WASTE ENTERPRISE				35.75
TOTAL ALL FUNDS				222,004.31

**MANUAL CHECKS**

DELTA DENTAL	\$5,733.38
04/03/18	
Check #83122	
April Dental Insurance	
Various Departmental Accounts	
SECURIAN FINANCIAL GROUP, INC	
(MINNESOTA LIFE)	\$1,814.80
04/05/18	
Check # 83162	
May Life Insurance	
01-600-000-50552	
NETWORK HEALTH	\$144,604.02
04/05/18	
Check # 83162	
March & April Health Insurance	
Various Departmental Accounts	
REGISTRATION FEE TRUST	\$74.50
04/06/18	
Check 83166	
Aerial (Truck #2) Vehicle Registration	
01-250-000-53000	
<b>TOTAL MANUAL CHECKS</b>	<b>\$152,226.70</b>



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INVOICES DUE ON/BEFORE 04/17/2018

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

GENERAL FUND	127,247.32	279,474.02
CAPITAL FUND	90,554.02	
CABLE TV	781.22	
TID #4 DISTRICT	3,386.00	
SOLID WASTE ENTERPRISE	35.75	
TOTAL --- ALL FUNDS	222,004.31	374,231.01

*Plenat*  
*4-10-18*  
*La S. W. S.*  
*04-10-18*  
*Dad W. S.*  
*04-10-18*

## COMMON COUNCIL

April 3, 2018

A regular meeting of the Common Council was called to order at 12:00 p.m. by Mayor Birmingham. The Pledge of Allegiance was recited. Roll call: Catarozoli, Vandertie, Ward, Wiesner, Allmann, Fett and Hauser were present.

Ward/Catarozoli to adopt agenda moving consent agenda item 7b1 to the regular agenda. Carried.

The Mayor presented a proclamation for National Boys & Girls Club Week, April 9-13, 2018.

Fett/Ward to approve the following bills - General Fund - \$139,731.69 Capital Fund - \$21,804.16, Cable TV - \$5,101.67 and TID #4 District - \$42.00 and Solid Waste Enterprise-\$2,485.67 for a grand total of \$169,165.19. Roll call: All voted aye. Carried.

Ward/Hauser to approve consent agenda:

- a. Approval of regular Common Council minutes from 03/20/18.
- b. Approval of following minutes:
  - (1) ~~Sturgeon Bay Utility Commission-2/13/18~~ MOVED TO REGULAR AGENDA
  - (2) Waterfront Redevelopment Authority-3/5/18
  - (3) Finance/Purchasing & Building Committee-3/13/18
  - (4) City Plan Commission -3/21/18
- c. Place the following reports on file:
  - (1) Fire Department-February 2018
- d. Consideration of: Approval of beverage operator license.
- e. Finance/Purchasing & Building Committee recommendation re: Write off 2016 delinquent personal property tax account bills in the amount of \$1,922.59 and authorize the City Attorney to pursue small claims court action against personal property tax account #281-0793, Lauger Concrete and account #281-0290-Jeffery Slavik DDS.
- f. Finance/Purchasing & Building Committee recommendation re: One time waiver for snow removal fees for Ross Dippel and Christine Henkel, in the amount of \$125.00 based on medical issues, financial basis and meteorological documentation. This is a non-precedence setting fee waiver.

Carried.

There were no mayoral appointments

Sturgeon Bay Utilities General Manager Jim Stawicki discussed the progress of the lead lateral replacement program.

Fett/Wiesner to approve the Sturgeon Bay Utilities Commission minutes from 2/13/18. Carried.

## RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to award bid from Aquarius Systems for purchase of a HM-420 aquatic plant harvester and TR-23 trailer at a cost not to exceed \$172,960 and approve a fund transfer of \$22,960 from capital budget line item 10-400-000-69065 (back hoe) to line item 10-560-000-69065(aquatic plant harvester).

FINANCE/PURCHASING & BULIDING COMMITTEE

By: Stewart Fett, Chr.

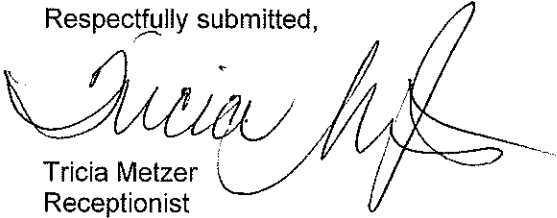
Introduced by Fett. Fett/Ward to adopt. Carried.

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

The Mayor made his comments.

Vandertie/Catarozoli to adjourn. Carried. The meeting adjourned at 12:25 p.m.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Tricia Metzger", followed by a large, stylized flourish or initial.

Tricia Metzger  
Receptionist

# **FINANCE/PURCHASING & BUILDING COMMITTEE**

**March 27, 2018**

A meeting of the Finance/Purchasing & Building Committee was called to order at 4:07 pm by Alderperson Fett in the Council Chambers, City Hall. Roll call: Alderpersons Fett, Ward and Wiesner were present. Also present: Alderperson Hauser, City Administrator Van Lieshout, Finance Director/City Treasurer Clarizio, Community Development Director Olejniczak, Fire Chief Dietman and Receptionist Metzger.

A motion was made by Alderperson Ward, seconded by Alderperson Wiesner to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Public comment on agenda items.
4. Consideration of: Lease Renewal with Door County Maritime Museum re: Tug Purves.
5. Consideration of: Lease Renewal with Door County Maritime Museum re: Lifeboat Edwin H. Gott.
6. Consideration of: Lease with Genesis Behavioral Services for property at 911 N. 14<sup>th</sup> Avenue.
7. Consideration of: Acquisition of 1048 Egg Harbor Road (Simon Parcel) via Tax Foreclosure.
8. Convene in closed session in accordance with the following exemptions:

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)

- a. Consideration of: Lease Agreement with Door County Maritime Museum
- b. Consideration of: Lease Agreement with Genesis Behavior Services, Inc.
- c. Consideration of: Acquisition of 1048 Egg Harbor Rd (Simon Parcel) via Tax Foreclosure

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 Committee may adjourn in closed session.

9. Review of unfinished business list.
10. Review bills.
11. Public comment on non-agenda items
12. Adjourn.

Carried.

The following spoke during public comment on agenda items: Chris Kellems 120 Alabama St., Laurel Hauser 746 Kentucky St.

Consideration of: Lease Renewal with Door County Maritime Museum re: Tug Purves:

City Administrator VanLieshout explained that in 2008 the City and Door County Maritime Museum entered into a 10 year lease to provide mooring for the Tug Purves. The Door County Maritime Museum is requesting to renew the lease with the same terms, but with the addition of inserting language that

allows for continued access to the Tug Purves for servicing. The Committee discussed the lease term with regard to future development of the Westside Waterfront.

Moved by Alderperson Ward, seconded by Alderperson Wiesner to recommend to Common Council to approve the lease as presented with the Door County Maritime Museum for the Tug Purves. Carried.

Consideration of: Lease Renewal with Door County Maritime Museum re: Lifeboat Edwin H. Gott:

City Administrator Van Lieshout stated that this is a new lease with the Door County Maritime Museum for a 25ft dry land exhibit, the lifeboat Edwin H Gott. Presently the City does not have any leases for any of the Museums dry land exhibits. Mr. Van Lieshout stated that having an agreement in place defines the terms for each party. The Committee briefly discussed the need for a formalized agreement and whether all the dry land exhibits should be included as one lease or separately.

The Committee directed Staff to work with the Door County Maritime Museum to come up with one enumerated lease agreement for all their dry land exhibits.

Consideration of: Lease with Genesis Behavioral Services for property at 911 N. 14<sup>th</sup> Avenue:

City Administrator Van Lieshout stated that the City purchased the property located at 911 N. 14th Ave in October 2016. The property is currently used as transitional housing for correctional releases. At the time of purchase, the City assumed a lease that has continued with ATTIC Correctional Services, expiring May 31, 2018. He explained that the State of Wisconsin has changed the provider of the correctional releases to Genesis Behavioral Services, therefore this is a reassignment of the ATTIC lease to Genesis. The lease terms are same as with ATTIC, beginning June 1, 2018, a monthly rent in the amount of \$1325.00, 30 day termination clause and an automatic renewal clause. After brief discussions, the Committee modified the lease to include that payment for all the utilities are the responsibility of the Lessee.

Moved by Alderperson Ward, seconded by Alderperson Wiesner to recommend to Common Council to approve the lease agreement with Genesis Behavioral Services for rental of the premises located at 911 N 14<sup>th</sup> Avenue, for the period beginning June 1, 2018, a monthly lease payment in the amount of \$1,325.00, a 30 day termination clause, an automatic renewal clause, and with the lease modification that the Lessee pays the utilities. Carried.

Consideration of: Acquisition of 1048 Egg Harbor Road (Simon Parcel) Via Tax Foreclosure:

City Administrator Van Lieshout explained that the property located at 1048 Egg Harbor is in foreclosure with the County. After going thru the foreclosure process, the Door County Finance Committee approved the sale of the property to the City in the amount of \$19,000.21 for the unpaid back taxes and a credit of \$809.21 for the outstanding special assessment. Mr. Van Lieshout stated that this parcel is narrow and deep therefore it doesn't lend itself for redevelopment but has benefit to the City. Community Development Director Olejniczak explained that the parcel offers several options, the most promising for the City is to be used for storm water management if the road connecting Alabama Place and N. 12th Avenue is installed. The front portion of the parcel could be sold as a small commercial lot, offered to Nicolet Bank to increase the size of their adjoining commercial lot or utilize the parcel for public street access between the north portion of the Nicolet and Peil parcels. He continued, stating that the County has agreed to waive the interest and penalties on the unpaid taxes, and to cover the cost of the environmental study. City Administrator VanLieshout stated that the home on the parcel is in such a deteriorated condition that it would need to be demolished .

Moved by Alderperson Ward, seconded by Alderperson Wiesner to recommend to Common Council to acquire the property at 1048 Egg Harbor Road (Simon Parcel) via tax foreclosure from the County in the amount of \$19,000.21. Carried.

The Committee did not go into closed session.

There were no items on the unfinished business list.

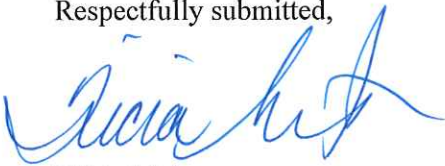
Review bills

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 items: Laurel Hauser 746 Kentucky St.

Moved by Alderperson Fett, seconded by Alderperson Wiesner to adjourn. Carried. The meeting adjourned at 4:45 pm.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Tricia Metzger", with a stylized flourish at the end.

Tricia Metzger

**PARK AND RECREATION COMMITTEE**

Wednesday, March 28, 2018

A meeting of the Park and Recreation Committee was called to order at 5:30 p.m. by Chairman Ron Vandertie in the Council Chambers, City Hall, 421 Michigan Street.

**Roll Call:** Members Ron Vandertie, Stewart Fett, and Laurel Hauser were present. Also present were Alderperson Barb Allmann, Mayor Thad Birmingham, City Administrator Josh Van Lieshout, Planner/Zoning Administrator Chris Sullivan-Robinson, City Engineer Chad Shefchik, and Community Development/Building Inspection Secretary Cheryl Nault.

**Adoption of agenda:** Moved by Mr. Fett, seconded by Ms. Hauser to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from October 25, 2017.
4. Resolution re: Grant application for 2018 Wisconsin RPCs and DNR Great Lakes Basin Tree Planting Grant Program.
5. Adjourn.

**Approval of minutes from October 25, 2017:** Moved by Ms. Hauser, seconded by Mr. Fett, to approve the minutes from October 25, 2017. All ayes. Carried.

**Resolution re: Grant application for 2018 Wisconsin RPCs and DNR Great Lakes Basin Tree Planting Grant Program:** Mr. Sullivan-Robinson stated that the Bay-Lake Regional Planning Commission is offering an opportunity for a tree planting grant that aims to mitigate the impact of the Emerald Ash Borer, and to reduce runoff in urban communities. There is \$120,000 available in grant money and a maximum of \$20,000 of that could be awarded to a single entity, with a 25% match totaling \$25,000.

The Municipal Services Department is seeking permission in the form of a resolution to pursue the grant opportunity. The grant would go toward an ongoing project at Sunset Park where approximately 275 trees are affected with the Emerald Ash Borer. The grant would fund up to a maximum of 143 new trees. The different types of trees would include Sycamore, Locust, Ironwood, Dogwood, Oak, and Crab.

Chris Larsen, 1411 N. 14<sup>th</sup> Avenue, stated that Sunset Park is a great place to start replacing trees. He recommended seeking any funding that you can. Little Creek Parkway also has many Ash trees. There is not a lot of access to the park. He appreciates Mr. Sullivan-Robinson working on the grant. He is working on a group right now called the Thrivant Action Group and is having trouble getting volunteers. If you create an action group Thrivant Financial will give you \$250 per volunteer. The volunteers do not have to be members of Thrivant Financial. The group would be a tree planting club. He mentioned that one of the Ash removal sites is across from Evenson Laundry where the City Municipal property is located. Conifer trees could be planted there to screen the City property.

Mr. Vandertie thanked Chris Larsen for the years he has served on the Park & Rec Board.

Chris Kellems, 120 Alabama Street, thought it would be nice to have an independent

Parks Foundation. Along with tree planting, Sturgeon Bay is a Bird City. Trees have to be bird friendly. The DNR has a website that supports native species and bird friendly trees. Trees are needed that will survive 75 years.

Ms. Hauser knows of constituents that are interested in a program such as what Mr. Larsen had spoken about.

After further discussion, it was moved by Ms. Hauser, seconded by Mr. Fett to recommend to Council approval of the resolution to pursue the grant application for 2018 Wisconsin RPC's and DNR Great Lakes Basin Tree Planting Grant Program. All ayes. Carried.

**Adjourn:** Moved by Mr. Fett, seconded by Ms. Hauser to adjourn. All ayes. Carried. Meeting adjourned at 5:47 p.m.

Respectively Submitted,

A handwritten signature in cursive script that reads "Cheryl Nault".

Cheryl Nault  
Community Development/Building Inspection Secretary



# STURGEON BAY FIRE DEPARTMENT



## 2017 FIRE REPORT

# **STURGEON BAY FIRE DEPARTMENT**

## **MISSION STATEMENT**

The Sturgeon Bay Fire Department's mission is to protect  
Life and property from fire, medical and environmental  
emergencies for our community through public education,  
code management and incident response.

# **STURGEON BAY FIRE DEPARTMENT STAFFING**

**FIRE CHIEF**  
TIM DIETMAN

**ASSISTANT FIRE CHIEF**  
KALIN MONTEVIDEO

## **2017 CAREER FIREFIGHTER STAFFING**

### **RED SHIFT**

LT Matt Austad  
FF Brent Wiegand  
FF Mark Smith  
FF Brian Hanson

### **BLUE SHIFT**

LT Mike Smith  
FF Mike Witt  
FF Mike Cihlar  
FF Mike Paye

### **GREEN SHIFT**

LT Ken Doell  
FF Mike Frangipane  
FF Richard Soukup  
FF Ethan Jorns

## **2017 PART-TIME FIREFIGHTER STAFFING**

### **SHIFT ONE**

Jon Klotz  
Nathan Daoust  
Jeremy Paszczak  
Dakota Crosby  
Ryan Wery  
Tylor Torstenson

### **SHIFT TWO**

Chris Drover  
Tracy Koontz  
Dean Gordon  
Logan Vandertie  
Ben Weber

### **SHIFT THREE**

Todd Ploor  
Rick Remillard  
Austin Gulley  
Matt Rollin  
Dan Rankin

# **STURGEON BAY FIRE DEPARTMENT EQUIPMENT**

East Side Fire Station - 421 Michigan Street

West Side Fire Station - 656 S. Oxford Avenue

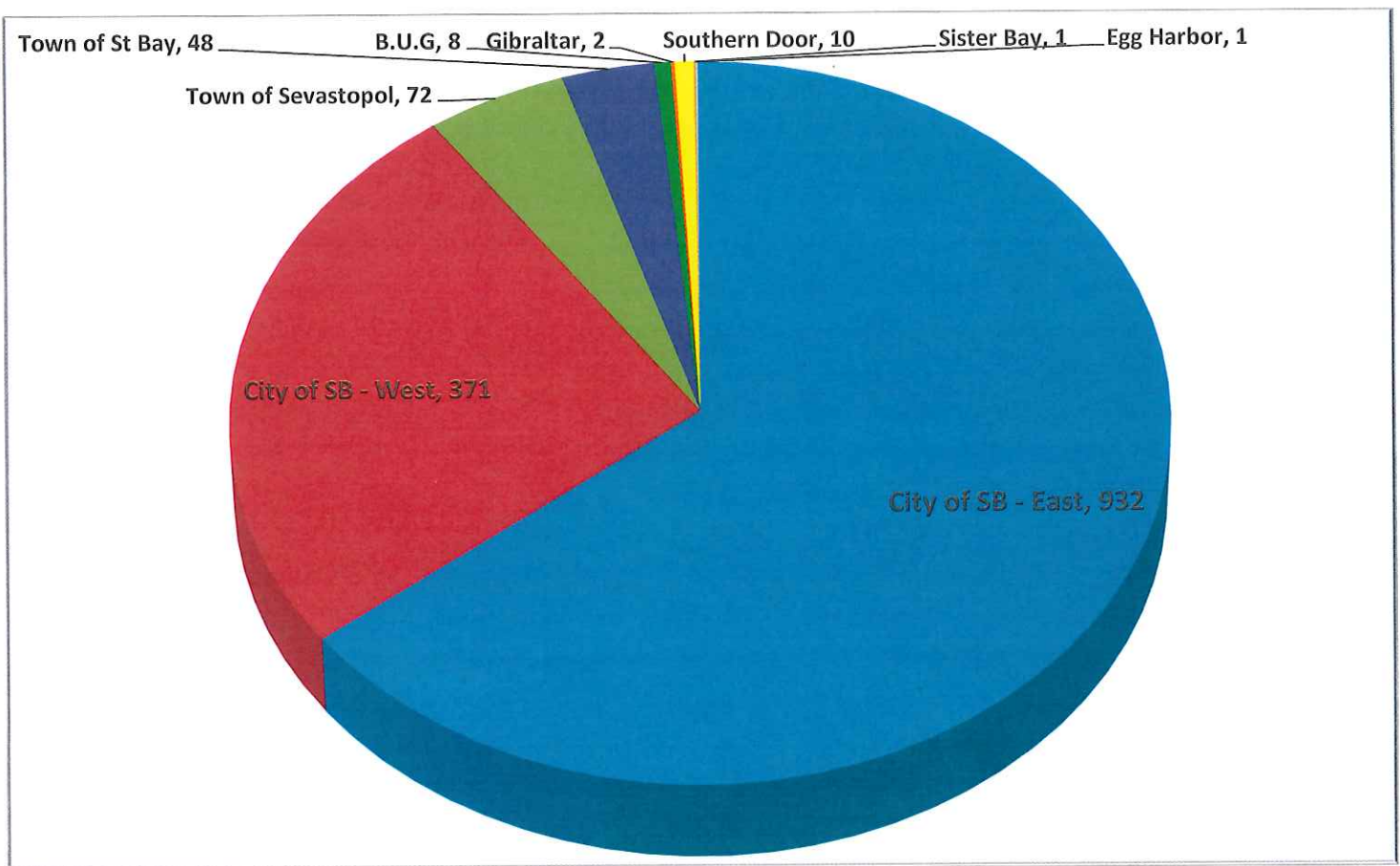
## **APPARATUS**

Tender 1	2008 Freightliner, 2000 gallon Tender
Truck 2	1987 Pierce, Arial Ladder
Tender 3	2016 Freightliner, 2000 gallon Tender
Engine 4	2000 Spartan, 1500 GPM Engine with 1000 gallon water tank
Brush 5	2009 Ford 4x4 crew cab with 150 gallon water tank/pump
Engine 6	1998 Spartan, 1500 GPM Engine with 1000 gallon water tank
Squad 7	1996 Chevrolet, step-van, Dive/Rescue/Air cascade vehicle
Brush 8	2014 Ram 4x4 mini-pumper, 500 GPM pump, 250 gal. Water tank
Chief 10	2017 Chevy Tahoe, Fire Chief Vehicle
Chief 11	2009 Ford, pick-up Truck, Assistant Chief Vehicle
Squad 1	2006 Marion, Heavy Duty Rescue Truck
Marine 1	2010 27' SAFE Boat, Joint Police & Fire/Rescue
Marine 2	2003 Quicksilver 12ft Rescue Raft
UTV	2006 UTV Mule
Special Response Trailer	Carries Trench/Collapse Rescue Equipment; Rehab Trailer

# Sturgeon Bay Fire Department Incident Summary

Total Incidents: 1445

City of SB - Eastside:	<u>932</u> Calls	<u>191</u> Fire Calls	<u>741</u> EMR Calls
City of SB - Westside:	<u>371</u> Calls	<u>83</u> Fire Calls	<u>288</u> EMR Calls
Town of Sevastopol:	<u>72</u> Calls	<u>62</u> Fire Calls	<u>10</u> EMR Calls
Town of Sturgeon Bay:	<u>48</u> Calls	<u>20</u> Fire Calls	<u>28</u> EMR Calls
B.U.G.:	<u>08</u> Calls	<u>08</u> Fire Calls	
Gibraltar:	<u>02</u> Calls	<u>02</u> Fire Calls	
Southern Door:	<u>10</u> Calls	<u>10</u> Fire Calls	
Sister Bay:	<u>01</u> Call	<u>01</u> Fire Call	
Egg Harbor:	<u>01</u> Call	<u>01</u> Fire Call	



## Average Response Times:

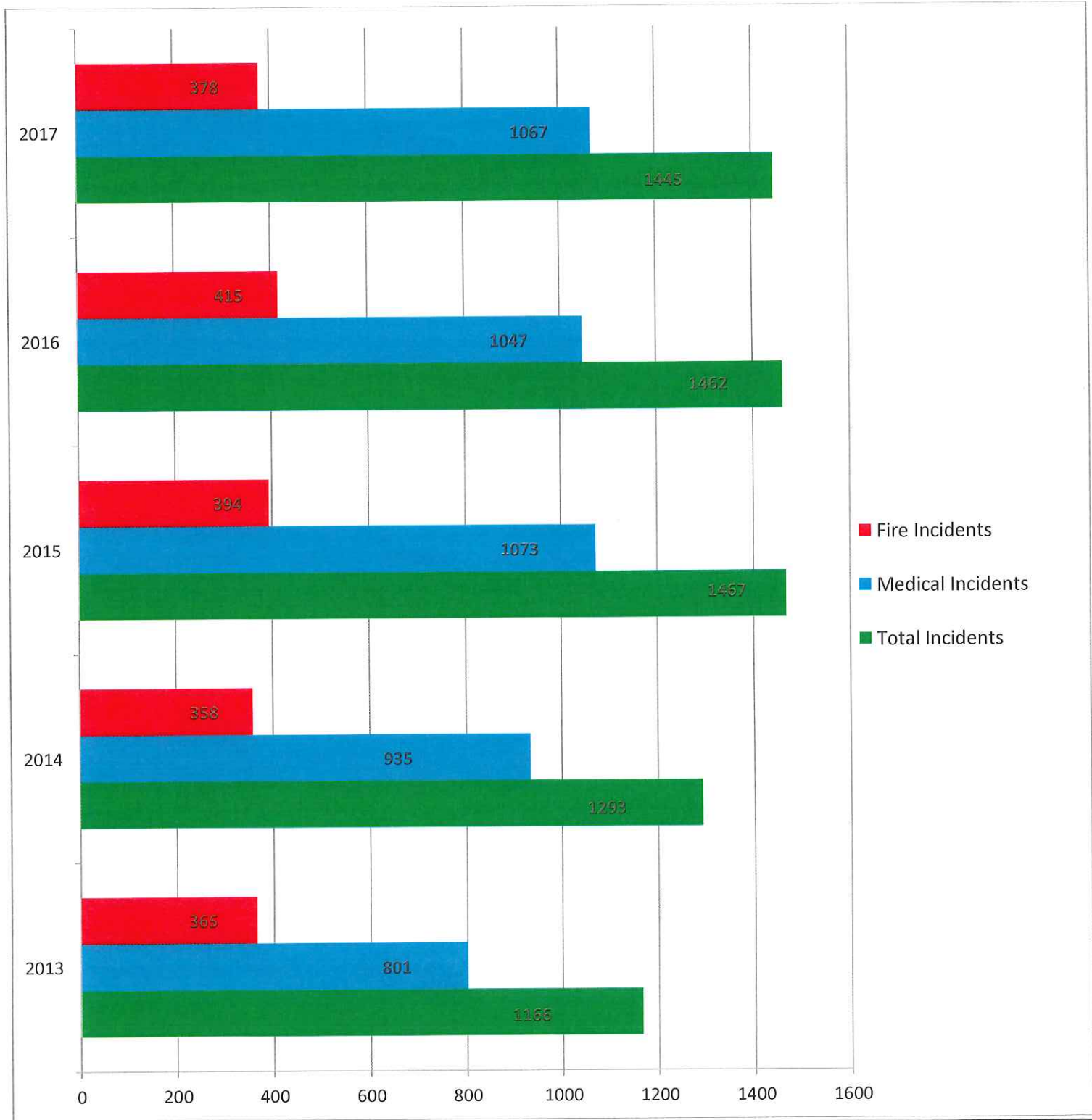
City - Eastside calls (emergent):	<u>04 Minutes 23 Seconds</u>
City - Eastside calls (non-emergent):	<u>05 Minutes 22 Seconds</u>
City - Westside calls (emergent):	<u>04 Minutes 25 Seconds</u>
City - Westside calls (non-emergent):	<u>04 Minutes 24 Seconds</u>
Town of Sturgeon Bay (emergent):	<u>08 Minutes 44 Seconds</u>
Town of Sturgeon Bay (non-emergent):	<u>09 Minutes 36 Seconds</u>
Town of Sevastopol (emergent):	<u>12 Minutes 19 Seconds</u>
Town of Sevastopol (non-emergent):	<u>19 Minutes 37 Seconds</u>

## INCIDENT TYPE BY JURISTITION

<u>INCIDENT TYPE</u>	<u>CITY OF ST BAY</u>	<u>TOWN OF SEVASTOPOL</u>	<u>TOWN OF ST BAY</u>	<u>BUG</u>	<u>EGG HARBOR</u>	<u>GIBRALTAR</u>	<u>SOUTHERN DOOR</u>	<u>SISTER BAY</u>
Cooking Fire	4	1						
Outside/Trash Grass Fire	4	3	3					
Chimney Fire		1						
Dryer Fire	1							
Overpressure Rupture, Explosion	2							
Structure Fire	3	3		1	1	1	4	
Water Vehicle Fire	1	1						
Vehicle Fire	1	1					1	
Aircraft Fire							1	
Assist Law Enforcement	12	1						
Person In Distress	1							
Med Assist, Emergent	640	8	27					
Med Assist, Non-Emergent	389	2	1					
Extrication from Machinery		1						
Ice / Water Related Rescue	1	1		2			1	1
Water Craft Rescue	1	3	2				2	
Gas Leak	18		1					
Flammable/Combustible Liquid Leak	5	1						
Carbon Monoxide Incident	28	2	1					
Electrical/Equip Problem	5							
Power Line Down	6	2						
Animal Rescue	1	1						
Public Service	4	2	2					
Unauthorized Burn	6	2						
Dispatched & Cancelled	14	8	2	2				
Lock-Out	2	1						
No Incident on Arrival	5							
Smoke Scare/Odor of Smoke	24	1						
Alarm Activation, No Fire	60	8	5					
Vehicle Accident	36	16	3	2				
Citizen Complaint	7	1	1					
Service Call	4							
Sprinkler System Activation, No Fire	3							
Hazardous/Toxic Condition	4							
Overheated Motor	2							
Fire Investigation		1						
Good Intent Incident	2							
Search for Person in Water				1		1	1	
Search for Person on Land	4							
Police Matter	3							
<b><u>TOTAL</u></b>	<b><u>1303</u></b>	<b><u>72</u></b>	<b><u>48</u></b>	<b><u>8</u></b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>10</u></b>	<b><u>1</u></b>



# 5 YEAR INCIDENT COMPARISON



# Staff Hour Summary

## **Public Fire Safety Education:**

367.73 Hours

- \* Car Seat Install
- \* Fire Drills/Testing
- \* Special Events/Parades
- \* Fire Safety Presentations

## **Firefighter Training:**

3,398.50 Hours

## **Station/Equipment Maintenance:**

3,649.56 Hours

- \* Ladder Inspection/Maint
- \* Apparatus Checks
- \* Station Cleaning
- \* Hose Testing
- \* Inventory
- \* Apparatus/Equipment Maint/Repair
- \* Gear Inspections
- \* Pump Testing

## **Fire Inspections:**

1,686.55 Hours

## **Incident Response:**

1,702.18 Hours

## **Community Service:**

168.35 Hours

- \* Assist Another Dept.
- \* Dock/Marina Testing
- \* Honor Guard Activities
- \* Port Security Cameras

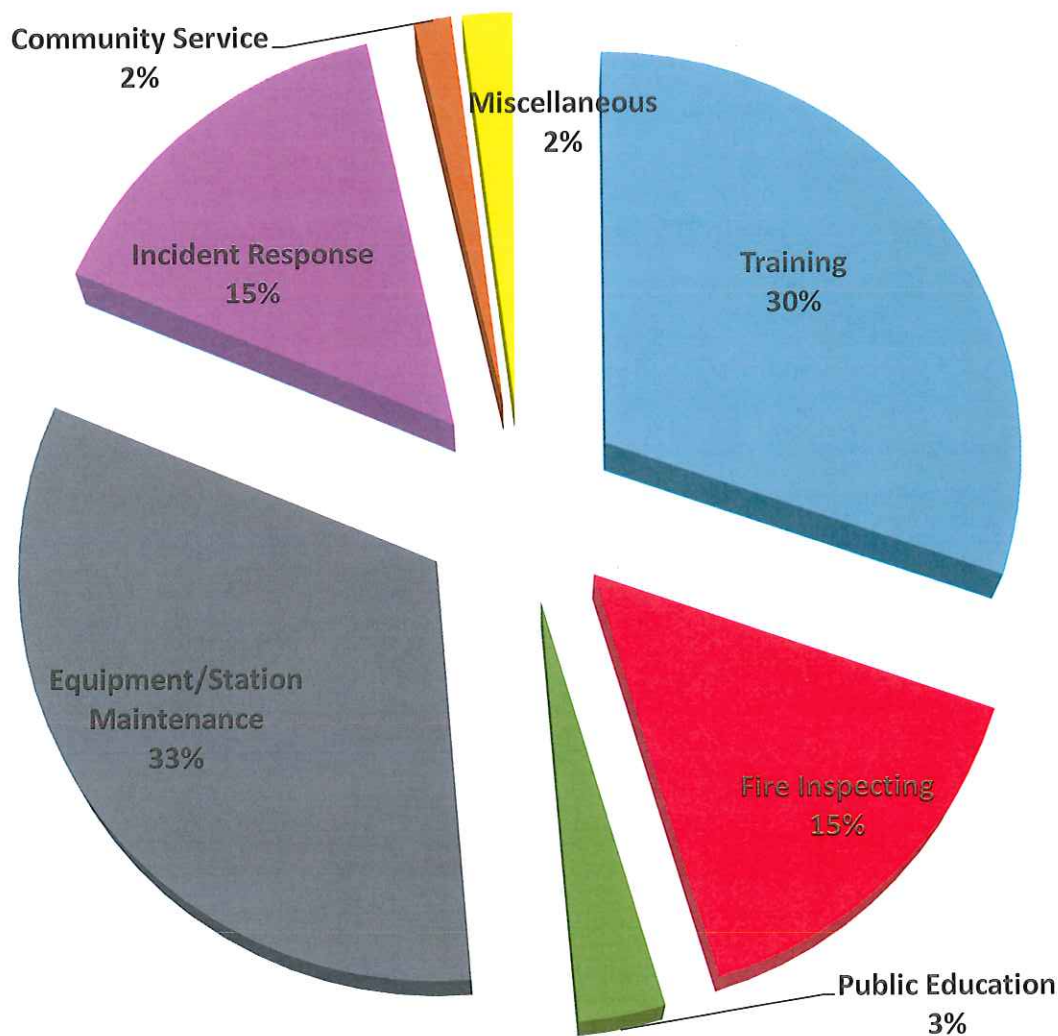
## **Miscellaneous Hours:**

222.05 Hours

- \* Meetings
- \* Physicals
- \* Building Pre-Plans
- \* Truck Research

## **Total Hours:**

11,194.92 Hours





## Fire Inspection Summary

	<u>Inspections Completed</u>	<u>Inspection Hours</u>
City of Sturgeon Bay:	<u>1418 Inspections</u>	<u>1416.15 Hours</u>
Town of Sevastopol:	<u>131 Inspections</u>	<u>145.0 Hours</u>
Town of Sturgeon Bay:	<u>20 Inspections</u>	<u>28.1 Hours</u>
Town of Jacksonport:	<u>86 Inspections</u>	<u>97.3 Hours</u>

## Budget Summary

### REVENUES:

City of Sturgeon Bay 2% Fire Dues:	<u>\$34,475.51</u>
Town of Sevastopol 2% Fire Dues:	<u>\$21,989.07</u>
Town of Sturgeon Bay 2% Fire Dues:	<u>\$4,989.07</u>
Town of Sevastopol Contract:	<u>\$347,035.00</u>
Town of Sturgeon Bay Contract:	<u>\$88,604.50</u>
Town of Jacksonport Contract (Inspections):	<u>\$1,500.00</u>

### BUDGET:

Sturgeon Bay Fire Dept. Operating Budget:	<u>\$1,899,125.00</u>
Capital Improvements:	<u>\$1,034,550.00</u>



# CITY of STURGEON BAY FIRE DEPARTMENT

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

421 Michigan St  
Sturgeon Bay, WI 54235

920-746-2916 Station 920-746-2448 Office  
920-746-6901 FAX  
Email: kmontevideo@sturgeonbaywi.org

## March 2018 FIRE REPORT

I submit the following report of activities for the Sturgeon Bay Fire Department for the month of March 2018.

**MARCH INCIDENTS:** 99  
**YEAR TO DATE INCIDENTS:** 331

### INCIDENTS BY JURISTICICTION:

CITY - East Side Incidents:	<u>60</u>	Year to Date:	<u>212</u>
CITY - West Side Incidents:	<u>27</u>	Year to Date:	<u>89</u>
Town of Sevastopol:	<u>06</u>	Year to Date:	<u>13</u>
<b>2 – Vehicle Accident</b>			
<b>1 – EMS Assist, Non Emergent</b>			
<b>2 – Alarm Activation, No Fire</b>			
<b>1 – Citizen Complaint</b>			
Town of Sturgeon Bay:	<u>04</u>	Year to Date:	<u>12</u>
<b>4 – EMS Assist, Emergent</b>			
Southern Door:	<u>02</u>	Year to Date:	<u>04</u>
<b>2 – Ice Rescue</b>			
Brussels:	<u>0</u>	Year to Date:	<u>01</u>

### AVERAGE RESPONSE TIME:

EMERGENT:	<u>3.71</u>	NON-EMERGENT:	<u>4.07</u>
EMERGENT:	<u>4.20</u>	NON-EMERGENT:	<u>3.92</u>
EMERGENT:	<u>7.27</u>	NON-EMERGENT:	<u>13.4</u>
EMERGENT:	<u>11.53</u>	NON-EMERGENT:	<u>N/A</u>
EMERGENT:	<u>15.38</u>	NON-EMERGENT:	<u>N/A</u>

### TOTAL MONTHLY INCIDENTS BY TYPE

20 – Medical; Non-Emergent  
56 – Medical; Emergent  
02 – Gas Leak  
05 – Alarm/Detector Activation, No Fire  
02 – Ice Rescue  
01 – Animal Rescue  
01 – Search for Person on Land  
01 – Citizen Complaint

03 – Vehicle Accident  
02 – Carbon Monoxide Incident  
01 – Dumpster/Trash Fire  
02 – Smoke Scare/Odor of Smoke  
01 – Person In Distress  
01 – Assist Law Enforcement/Govmt Agency  
01 – Oil/Combustible Liquid Spill

### INPECTION REPORT:

Inspections within the city limits: 144 Inspections  
Inspections outside the city limits: 05 Inspections  
**Town of Sturgeon Bay** 01 Inspection  
**Town of Sevastopol** 04 Inspections  
Total number of inspection hours: 154.0 Hours

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

**MAINTENANCE:** Firefighters installed and mounted gear and equipment onto Truck 2; fabricated an underbody wash system for apparatus; repaired and changed batteries in an SCBA and put it back into service; installed new door locks at DPW; all firefighters completed their annual Turn-out gear inspections; replaced indicator lights on Engine 4 pump panel; mounted suction hose brackets on Truck 2; got BUG FD boat out of storage and ready for the season; began annual hose testing.

**TRAINING:** 172.82 hours of training were conducted in March. Firefighters practiced pump operations on Truck 2; Incident Command System (ICS) refresher training; on-duty firefighters participated in a live fire attack training with Jacksonport FD at the Training Facility; Chief Dietman, Lt Doell, Lt Austad & Lt Smith attended an Emergency Operations Center (EOC) training held at DC Sheriff's Dept; on duty firefighters participated in a Shipboard fire training at the Training Facility; and members of the Honor Guard held practice.

**OTHER:** Fire Chief and AC attended city and other town meetings; installed two (2) car seats; conducted multiple station tours; witnessed school fire drills at Sawyer Elementary, Sturgeon Bay High School & Middle School.

On-duty firefighters participated in the St. Patrick's Day parade and participated in 8<sup>th</sup> Grade Career Day held at Stone Harbor.

We presented medical/First Aid Training, Fire Extinguisher and SCBA training for crew members of the Sykes and Block Ships.

CITY OF STURGEON BAY  
INSPECTION DEPARTMENT  
March 31, 2018

THE FOLLOWING IS THE MONTHLY SUMMARY OF THE ACTIVITIES OF THE INSPECTION DEPARTMENT FOR THE MONTH OF March, 2018

March-18	YEAR TO DATE		March-18	YEAR TO DATE
0	1	ONE FAMILY DWELLINGS	-----	195,000
0	0	TWO FAMILY DWELLINGS	-----	-----
0	0	MULTIPLE FAMILY DWELLINGS	-----	-----
0	0	MANUFACTURED HOME	-----	-----
0	0	C.B.R.F.	-----	-----
0	0	RESIDENTIAL ADDITIONS	-----	-----
3	13	RESIDENTIAL ALTERATIONS	52,500	180,481
0	0	RESIDENTIAL GARAGES/CARPORTS	-----	-----
1	2	RESIDENTIAL GARAGE ADDITIONS & ALTERATIONS	16,600	38,600
1	2	RESIDENTIAL STORAGE BUILDINGS	7,500	8,400
0	0	RESIDENTIAL SWIMMING POOLS	-----	-----
0	0	NON-RESIDENTIAL SWIMMING POOLS	-----	-----
0	0	NEW COMMERCIAL BUILDINGS	-----	-----
0	0	NON-RESIDENTIAL GARAGES & STORAGE BUILDINGS	-----	-----
0	0	NON-RESIDENTIAL ADDITIONS	-----	-----
6	16	NON-RESIDENTIAL ALTERATIONS	237,368	2,929,522
0	0	MUNICIPAL BUILDINGS	-----	-----
0	0	WAREHOUSES	-----	-----
0	0	FACTORY & SHOP	-----	-----
0	0	COMMUNICATION TOWER	-----	-----
0	0	SUBSTATION	-----	-----
0	0	AGRICULTURAL BUILDINGS	-----	-----
11	34	TOTAL ESTIMATED COST OF CONSTRUCTION	\$313,968	\$3,352,003
March-18	YEAR TO DATE	TOTAL PERMITS ISSUED	March-18	YEAR TO DATE
11	34	BUILDING PERMITS	811	7,061
1137	26	ELECTRICAL PERMITS	1,052	4,370
33	49	PLUMBING PERMITS	1,485	4,017
3	19	HEATING PERMITS	246	2,413
6	63	SIGN PERMITS	180	1,910
1	1	MISCELLANEOUS PERMITS	175	175
0	0	SUMP PUMP PERMITS	-----	-----
0	0	ELECTRICIAN LICENSES	-----	-----
0	0	EARLY STARTS	-----	-----
0	2	EROSION CONTROL	-----	175
0	0	STATE PLAN APPROVALS	-----	-----
0	1	PARK & PLAYGROUND PAYMENTS	-----	300
0	1	WISCONSIN PERMIT SEALS	-----	35
0	1	ZONING BOARD OF APPEALS APPLICATIONS	-----	300
0	1	ZONING CHANGES/P.U.D. APPLICATIONS	-----	485
1	1	PLAN COMMISSION - CONDITIONAL USES	300	300
0	1	CERTIFIED SURVEY MAP REVIEWS	-----	30
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	0	RESIDENTIAL OCCUPANCY FEES	-----	-----
0	1	COMMERCIAL OCCUPANCY FEES	-----	50
0	0	PIER PERMIT	-----	-----
2	3	DEMOLITION	50	75
1	6	PLAN REVIEW FEE	400	1,800
		ADMIN FEE	221	953
		TOTAL RECEIPTS DEPOSITED WITH CITY TREASURER	\$4,920.00	\$24,449.00

Cheryl Nault  
Building Inspection Dept.

**BEVERAGE OPERATOR LICENSE**

1. Heck, Andrea N.
2. Soukup, Richard A.
3. Weckler, Lyle H.

## RESOLUTION

BE IT RESOLVED, by the Common Council of the City of Sturgeon Bay, that the Door County Advocate is hereby designated as the official newspaper of the City of Sturgeon Bay for the year beginning May 1, 2018 and ending April 30, 2019.

\* \* \* \* \*

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

Motion made by Alderperson \_\_\_\_\_, seconded by

Alderperson \_\_\_\_\_ to adopt.

Passed by the Common Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

## RESOLUTION DESIGNATING PUBLIC DEPOSITORIES

RESOLVED, the following bank institutions: Nicolet National Bank, Sturgeon Bay, Wisconsin; Associated Bank and Associated Wealth Management, Sturgeon Bay, Wisconsin; Bank of Luxemburg, Sturgeon Bay, Wisconsin; Bank Mutual, Sturgeon Bay, Wisconsin; Huntington Bank, Wisconsin; North Shore Bank, Sturgeon Bay, Wisconsin; Capital Credit Union, Sturgeon Bay, Wisconsin; Raymond James Financial Services, Inc., Sevastopol, Wisconsin; RBC Wealth Management, Sturgeon Bay, Wisconsin; State of Wisconsin Local Government Pooled Investment Fund, Madison, Wisconsin; and the Wisconsin Investment Trust, Milwaukee, Wisconsin qualified as public depositories under Chapter 34 of the Wisconsin Statutes, shall be and are hereby designated, until further action, as public depositories for all public monies coming into the hands of the Treasurer of the City of Sturgeon Bay, Wisconsin, Door County, State of Wisconsin.

RESOLVED FURTHER that draft or order checks drawn on any one of the above named depositories shall be only as provided in Section 66.0607 of the Wisconsin Statutes; that in accordance herewith all draft or order checks shall be signed by the following persons: Mayor, City Clerk, City Treasurer, or the Deputy Clerk or Deputy Treasurer in the absence of the Mayor, Clerk or Treasurer, and shall be so honored.

RESOLVED FURTHER that any transfer orders of the above named depositories shall be signed by two of the following persons: Mayor, City Treasurer, City Clerk, Deputy Treasurer or Deputy Clerk.

RESOLVED FURTHER, that in lieu of their personal signature(s), the following facsimile signatures, which have been adopted by them as below shown

*[Note: Copy with facsimile signatures will be provided to depositories]*

may be affixed on such order check(s); that any one of the above named depositories shall be fully warranted and protected in making payment on any order check bearing such facsimile(s) notwithstanding that the same may have been placed thereon without the authority of the designated person or persons.

FURTHER RESOLVED, that a certified copy of this resolution shall be delivered to each of the above named depositories, and said depositories may rely on this resolution until changed by lawful resolution and a certified copy of such resolution has been given to the cashier of the respective above named depositories.

\* \* \* \*

Read by \_\_\_\_\_.

Moved by Alderperson \_\_\_\_\_, and seconded by Alderperson \_\_\_\_\_ that said resolution be adopted.

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the lease agreement with Genesis Behavioral Services for rental of the premises located at 911 N 14<sup>th</sup> Avenue, for the period beginning June 1, 2018, a monthly lease payment in the amount of \$1,325.00, a 30 day termination clause, an automatic renewal clause, and with the lease modification that the Lessee pays the utilities.

Respectfully submitted,  
FINANCE/PURCHASING & BUILDING  
COMMITTEE

By: Stewart Fett, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: March 27, 2018

\*\*\*\*\*

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

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

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.



## EXECUTIVE SUMMARY

**TITLE:** Lease between the City of Sturgeon Bay and Genesis Behavioral Services, Inc. for property located at 911 N 14<sup>th</sup> Ave, Sturgeon Bay, WI

**BACKGROUND:** In October of 2016 the City of Sturgeon Bay purchased the premises located at 911 N 14<sup>th</sup> Avenue, Sturgeon Bay, WI. Additionally, the City assumed a lease, thereby, entering into a lease agreement with ATTIC Correctional Services. The lease agreement will expire on May 31, 2018. A new company, Genesis Behavioral Services, Inc., is taking over the administration of this program to place individuals under the jurisdiction and control of the Wisconsin Department of Corrections.

The lease terms in the attached agreement have not changed from those in the lease with ATTIC Correctional Services. The lease contains an automatic renewal clause, a 30 day termination clause, and monthly rent in the amount of \$1,325.00.

**FISCAL IMPACT:** The fiscal impact to the City is \$15,900.00 in rental income.

**OPTIONS:** Accept, reject, or make a counter-offer to Genesis Behavioral Services, Inc. for the premises located at 911 N 14<sup>th</sup> Avenue.

**RECOMMENDATION:**

Recommend to the Common Council to enter into a lease agreement with Genesis Behavioral Services for rental of the premises located at 911 N 14<sup>th</sup> Avenue, for the period beginning June 1, 2018, with a monthly lease payment in the amount of \$1,325.00, a 30 day termination clause, and an automatic renewal clause.

**PREPARED BY:**

  
Valerie J. Clarizio  
Finance Director/City Treasurer

3/22/18  
Date

**PREPARED BY:**

  
Joshua J. Van Lieshout  
City Administrator

3/22/18  
Date

**LEASE OF PROPERTY AT  
911 NORTH 14TH AVENUE  
STURGEON BAY, WISCONSIN**

This Lease made, entered into and effective from June 1, 2018, by and between City of Sturgeon Bay, hereinafter called the "Landlord", and Genesis Behavioral Services, Inc., hereinafter called the "Tenant". Whereas Tenant intends to place individuals, hereinafter called "Individual", who are under the jurisdiction and control of the Wisconsin Department of Corrections.

**COVENANTS**

**ARTICLE 1. Summary of Basic Lease Provisions.**

Name and Address of Landlord:	City of Sturgeon Bay 421 Michigan Street Sturgeon Bay, WI 54235
Name and Address of Tenant:	Genesis Behavioral Services, Inc. 6737 W. Washington St. Suite 2210 West Allis, WI 53214
Premises:	911 North 14th Avenue Sturgeon Bay, WI 54235
Lease Term:	12 months
Date of Commencement of Lease:	June 1, 2018
Rental:	\$15,900 per year

**ARTICLE 2. Description of the Leased Premises.** The leased premises are the property commonly known as 911 North 14th Avenue, Sturgeon Bay, Wisconsin 54235, including the garage.

**ARTICLE 3. Rental and Payment.** Rental shall commence on June 1, 2018, and be payable on the same day of each month thereafter in the amount of \$1,325.00 per month. The current and maximum number of occupants at the Premises shall be three occupants. Tenant may provide sixty (60) day written notice to reduce tenancy to two occupants. Sixty (60) days after such notice is received, the monthly payment shall decrease to \$1,125.00 per month for the remainder of the rental term. Likewise, in the event that Tenant thereafter wishes to increase tenancy back to three occupants, Tenant may provide sixty (60) day written notice to increase tenancy back to three occupants. Sixty (60) days after such notice is received, the monthly payment shall increase to \$1,325.00 per month for the remainder of the Rental term.

ARTICLE 4. Term of Lease. The term of the Lease shall be for a period of twelve (12) months beginning June 1, 2018, and ending May 31, 2019, at 11:59 o'clock p.m. This Lease will be automatically renewed for an additional one year period unless one party gives notice to the other at least thirty (30) days prior to the end of a term.

ARTICLE 5. Real Estate Taxes. The Landlord agrees to pay all real estate taxes, special assessments or governmental charges of any kind or nature that may be levied or imposed against the building and the land which it occupies.

ARTICLE 6. Use of Premises. The Leased premises shall be used for its present intended purposes being that of operation by the Tenant for placing individuals who are on probation or parole through the Wisconsin Department of Corrections and for no other purposes except with written permission by the Landlord, which permission shall not be unreasonably withheld.

ARTICLE 7. Utilities. The Landlord will pay all utilities consumed on the leased premises by Tenant.

ARTICLE 8. Repairs, Maintenance and Alterations. Landlord shall be responsible for all repairs to the building and building systems (electrical, plumbing, HVAC). Landlord shall also be responsible for major structural repairs to the building and roof. No alterations may be made to the premises without the prior written permission of the Landlord, which permission will not be unreasonably withheld.

ARTICLE 9. Tenant's Right to Remove Fixtures. The Tenant shall have the right to remove from the leased premises all Tenant's fixtures provided that all such fixtures shall be removed at the date of the termination of this Lease or any extension or renewal thereof and provided further that the Tenant shall restore and repair any damage caused by the removal of said fixtures to the leased premises. In the event the Tenant fails to remove any fixtures at the termination of this Lease or any extension thereof, then such fixtures shall be considered abandoned and the title by virtue of such abandonment and this Article shall be considered to pass from the Tenant to the Landlord. Nothing contained herein shall relieve Tenant from its absolute duty to remove all of its property from the premises at the expiration of this Lease.

ARTICLE 10. Insurance. The Tenant shall pay for and maintain its own policy of causality insurance covering its own personal property, which shall contain a provision waiving all right of action of subrogation against the Landlord. Tenant shall also maintain a general premise public liability insurance, covering damages to persons or property in a single limit policy of less than \$1,000,000.00. Tenant shall pay for and maintain casualty insurance on the building in an amount to equal replacement value of the building naming Landlord as an additional insured.

ARTICLE 11. Entry by Landlord. The Landlord may, at any and all reasonable times, after first contacting the Case Manager, enter the leased premises to view the same or to exhibit the same to prospective successor tenants or purchasers and

construction contractors.

ARTICLE 12. Subletting or Assignment. This Lease shall not be assigned nor any part of the premises sublet by the Tenant without the written consent of the Landlord, which consent shall not be unreasonably withheld. In the event such approval is obtained, Tenant and all guarantors shall, nonetheless, continue to remain responsible for the performance of all terms of this Lease.

ARTICLE 13. Partial Destruction. In the event the leased premises are substantially damaged by fire or other casualty, this Lease shall terminate as of the date of the casualty loss, or the date that Tenant actually vacates the premises prior to termination of this Lease by maturity, whichever is later. Landlord shall have no obligation to rebuild or restore any such casualty loss.

ARTICLE 14. Pets. No pets shall be allowed on the Premises.

ARTICLE 15. Compliance with Laws. The Tenant agrees to comply with all Federal, State and local laws and regulations governing the conduct of its business and the possession, occupancy and use of the premises. Failure to comply with said laws shall, at the option of the Landlord, be cause for termination of this Lease.

ARTICLE 16. Surrender of Possession on Termination of Lease. Tenant, upon termination of this Lease in any manner, will surrender to the Landlord possession of the leased premises in good condition and repair, ordinary wear and tear excepted and loss through fire or other insured risks excepted and will deliver up the keys to the Landlord. Leasehold improvements made by Tenant shall remain and become the property of Landlord. All personal property belonging to Tenant or individual shall be removed from the premises and the same left in a neat, orderly and clean condition at the termination of this Lease.

ARTICLE 17. Notices. All notices to the respective parties to this Lease shall be sent to the addresses indicated for each of them respectively, in Article 1. Such notices shall be sent by Certified or Registered Mail, Return Receipt Requested, and shall be deemed served when deposited in the United States Mail with appropriate postage affixed.

ARTICLE 18. Default. In the event default is made by the Tenant in payment of the rent herein specified, or any part thereof, or in the event of default in any other covenant or condition of this Lease, and such default shall continue for five (5) days after written notice by the Landlord to the Tenant to cure the same, then the Landlord shall, without further notice, at its option, have the right to re-enter the premises, to remove the Tenant and all persons holding under it therefrom, and to terminate this Lease and repossess itself of the premises, provided, however, that such repossession shall not constitute a waiver by Landlord of any other rights which it might have to enforce collection of rents for the balance of the term or to recover damages from Tenant for default in payment of rents or otherwise. This provision shall not bar Landlord

from enforcing any other remedies which may be available. Tenant agrees to pay Landlord's reasonable attorney's fees and expenses in the event of collection of any rent or the enforcement of any other provisions of this Lease.

ARTICLE 19. Termination Upon Sale of Premises. Notwithstanding any other provision of this Lease, Landlord may terminate this Lease upon sixty (60) days written notice to Tenant that the Premises have been sold.

ARTICLE 20. Termination of Lease. If for any reason either party (Tenant or Landlord) deems it necessary to terminate the Lease prior to Lease end date of May 31, 2018, then the party will provide 30 days written notice to the other party.

ARTICLE 21. Late Payments. For any payment that is not paid within 10 days after its due date, Tenant shall pay a late fee of \$25.00.

ARTICLE 22. Cumulative Rights. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

ARTICLE 23. Non-sufficient Funds. Tenant shall be charged the maximum amount allowable under applicable law for each check that is returned to Landlord for lack of sufficient funds.

ARTICLE 24. Dangerous Materials. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

ARTICLE 25. Mechanics Liens. Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor or services that such liens will not be valid and (2) take whatever additional steps are necessary in order to keep the Premises free of all liens resulting from construction done by or for the Tenant.

ARTICLE 26. Special Provisions. The \$1,000.00 security deposit previously paid by Tenant shall transfer to this Lease.

ARTICLE 27. Governing Law. This Lease shall be construed in accordance with the Laws of the State of Wisconsin. All parties agree that the State of Wisconsin shall have jurisdiction for the resolving of any disputes, legal actions in law or equity, and contract interpretation. The parties further agree that the Circuit Court of Door County, Wisconsin or the Eastern District of Wisconsin - Green Bay Division as the exclusive venue. In the event it becomes necessary to take legal action to enforce this venue

provision, the prevailing party shall be entitled to attorney's fees and costs.

ARTICLE 28. Entire Agreement/Amendment. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment

ARTICLE 29. Severability. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written construed and enforced as so limited.

ARTICLE 30. Waiver. The failure of either party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

ARTICLE 31. Covenant Binding Assigns. Each and every provision of this Lease shall bind the parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the date first above written. Each such counterpart is deemed to be an original.

LANDLORD:  
City of Sturgeon Bay

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

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

TENANT:  
Genesis Behavioral Services, Inc.

By: \_\_\_\_\_  
Patricia Faulhaber,  
Executive Director

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

We, the Finance/Purchasing & Building Committee, hereby recommend to acquire the property at 1048 Egg Harbor Road (Simon Parcel) via tax foreclosure from the County in the amount of \$19,000.21.

Respectfully submitted,  
FINANCE/PURCHASING & BUILDING  
COMMITTEE

By: Stewart Fett, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: March 27, 2018

\*\*\*\*\*

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

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

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

## EXECUTIVE SUMMARY

**Title:** Acquisition of 1048 Egg Harbor Road (Simon Parcel) Via Tax Foreclosure

**Background:** Yvonne Simon is the owner of a parcel located at 1048 Egg Harbor Road. The parcel is 1.1 acres in size with about 105 feet of frontage on Egg Harbor Road. It currently contains a dilapidated dwelling. The County is foreclosing on this parcel due to back taxes. The Finance Committee previously expressed interest in acquiring this parcel for some combination of public infrastructure or economic development. Thus, City staff has been working with the County Corporation Counsel to obtain the parcel from the County after the tax foreclosure is final.

The County completed a Phase 1 environmental site assessment for the parcel. No indicators of contamination were found. The court date to finalize the tax foreclosure is March 30<sup>th</sup>. The Door County Finance Committee met on March 19<sup>th</sup> to consider transferring ownership to the City. The County Finance Committee voted to approve a sale of the parcel to the City in exchange for payment of the accumulated back taxes. The Committee agreed to waive the interest and penalties on the unpaid taxes and agreed to cover the expense of the environmental study. The County will also pay to the City the outstanding special assessment on that parcel for the sidewalk and curb/gutter installation on Egg Harbor Road. The end result is that the City would pay \$19,000.21 for the unpaid back taxes and receive \$809.21 for the outstanding special assessment.

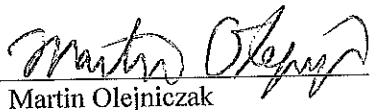
The City Engineer believes the back portion of the parcel could be used for stormwater detention purposes, which will be needed if the road connecting Alabama Place to N. 12<sup>th</sup> Place is installed. The southern portion could be sold as a smaller commercial parcel or could be offered to Nicolet Bank to increase the width of the adjoining commercial lot that they are marketing. Another option is to use the parcel for public street access for the north portions of the Nicolet Bank and Peil parcels.

If the City elects not to work with the County on acquiring the parcel, the County would proceed with the usual process of disposing of the parcel via sealed bids from the public.

**Fiscal Impact:** Based upon the action by the County Finance Committee, the fiscal impact would be \$19,000.21. The current assessed value of the parcel is \$81,000 for the land and \$56,800 for the dwelling. Because the dwelling has been vacant for years and has deteriorated, it likely needs to be demolished. Thus, the true value of the parcel is the land value minus the cost to remove the dwelling.

**Recommendation:** Staff believes that having control of the parcel will be very beneficial to the development of the general area and could be used to allow the proposed extension of Alabama Place to happen. The County Finance Committee action is very fair to the City. Hence, staff recommends proceeding with the acquisition of the Simon parcel for the cost of the unpaid property taxes.

Prepared by:

  
Martin Olejniczak

Community Development Director


3/21/18  
Date

Reviewed by:

  
Valerie Clarizio  
Finance Director

3/21/18  
Date

Reviewed by:

  
Josh Van Lieshout  
City Administrator

3/21/18  
Date



# Simon Parcel - 1048 Egg Harbor Road





## Olejniczak, Marty

---

**From:** THOMAS, GRANT  
**Sent:** Tuesday, March 20, 2018 8:57 AM  
**To:** Olejniczak, Marty  
**Subject:** RE: Simon Parcel - PIN 281-62-1000010

Per Jay Zahn ... the City will "...also get back \$809.21 for special assessments in trust on this property..."

Grant P. Thomas  
Door County Corporation Counsel  
County Government Center  
421 Nebraska Street  
Sturgeon Bay, WI 54235  
PH 920-746-2228  
FAX 920-746-2339  
[gthomas1@co.door.wi.us](mailto:gthomas1@co.door.wi.us)

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**From:** Olejniczak, Marty  
**Sent:** Tuesday, March 20, 2018 8:49 AM  
**To:** THOMAS, GRANT <[gthomas1@co.door.wi.us](mailto:gthomas1@co.door.wi.us)>  
**Subject:** RE: Simon Parcel - PIN 281-62-1000010

Thanks Grant. There was an outstanding special assessment on the parcel that is owed the City. Has this amount already been deducted such that the City owes \$19,000.21 net or will the County be sending the special assessment amount back to the City after payment of the \$19,000.21?

Marty

---

**From:** THOMAS, GRANT  
**Sent:** Tuesday, March 20, 2018 8:21 AM  
**To:** Olejniczak, Marty  
**Subject:** Simon Parcel - PIN 281-62-1000010

Hi Marty-

The take-aways from yesterday's meeting:

- Barring the unforeseen, County will be granted default judgment, and be vested with an estate in fee simple absolute, under Sec. 75.521, Wis. Stats. on March 30<sup>th</sup>;
- County will convey the subject parcel to the City by Quit Claim Deed in April (concurrent with or shortly after the Door County Finance Committee's April meeting); and

- As a condition of this conveyance, the City will pay the sum of \$19,000.21 ( \$18,750.21 for past due taxes + \$250 in rem fee). Remember ... there will also be 2018 taxes to be paid.

If the City is interested in obtaining a General Liability Clarification Letter from the Wis DNR (cost is \$700) ... please see the attached for general information. The persons I communicated with at the Wis. DNR are:

- Barry Ashenfelter ... [Barry.Ashenfelter@wisconsin.gov](mailto:Barry.Ashenfelter@wisconsin.gov) ... 608.267.3120
- Tauren Beggs ... [Tauren.Beggs@Wisconsin.gov](mailto:Tauren.Beggs@Wisconsin.gov) ... 920.662.5178

Barry may be your best bet re: a General Liability Clarification Letter. As noted in my March 2, 2018 letter ... from Door County's standpoint ... I am satisfied that the liability exemptions and civil immunity (under Ch. 292, Wis. Stats.) apply and are sufficient...and did not see a need to request a General Liability Clarification Letter.

Let me know if you've any questions, concerns or comments.

Thanks!

Grant

Grant P. Thomas  
Door County Corporation Counsel  
County Government Center  
421 Nebraska Street  
Sturgeon Bay, WI 54235  
PH 920-746-2227  
FAX 920-746-2339  
[gthomas1@co.door.wi.us](mailto:gthomas1@co.door.wi.us)

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*Finish every day and be done with it. You have done what you could. Some blunders and absurdities no doubt crept in; forget them as soon as you can. Tomorrow is a new day. Begin it well and serenely with too high a spirit to be encumbered with your old nonsense.*

—Ralph Waldo Emerson

**QUIT CLAIM DEED**

Document Number

Document Title

**THIS DEED**, made between County of Door ("Grantor," whether one or more), and City of Sturgeon Bay ("Grantee," whether one or more). Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Door County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

See attached.

Recording Area

Name and Return Address

Door County Corporation Counsel  
421 Nebraska Street  
Sturgeon Bay, WI 54235

**Parcel Identification Number (PIN)**

281-62-10000106 (Former Simon Parcel)  
This is not homestead property.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

STATE OF WISCONSIN

(SS)

COUNTY OF DOOR

\_\_\_\_\_, personally came before me, this  
\_\_\_\_ day of \_\_\_\_\_, and executed this document.

\_\_\_\_\_  
Grant P. Thomas, Esq.  
Notary Public,  
Door County, WI.  
My Commission is permanent.

THIS INSTRUMENT DRAFTED BY:

Door County Corporation Counsel Grant P. Thomas  
State Bar of Wisconsin Member Number 1013648

A tract of land in the Northwest Quarter of the Northeast Quarter (NW 1/4 of the NE 1/4), Section Five (5), Township Twenty-seven (27) North, Range Twenty-six (26) East, also known as Subdivision Ten (10), according to the Assessor's Map of the City of Sturgeon Bay, Door County, Wisconsin, described as follows:

Commencing at the Northwest corner of Subdivision Ten (10); thence South 89 deg. 42 min. East along the North line of Subdivision Ten (10), 319.0 feet to the point of beginning; thence continue South 89 deg. 42 min. East along said North line and along the North line of the Frances C. Simon tract described in Vol. 13 Probates, Page 263, Door County Records, 318.8 feet; thence South 5 deg. 10 min. East along the Easterly line of said Simon tract 682.3 feet to the North line of the Henry Simon tract as described in Vol. 93 Deeds, Page 457, Door County Records; thence North 89 deg. 42 min. West along said North line 60.7 feet; thence South 0 deg. 18 min. West along the West line of said Henry Simon tract 150.0 feet; thence North 89 deg. 42 min. West 12.7 feet; thence South 0 deg. 07 min. East 18.8 feet; thence North 89 deg. 42 min. West 125.1 feet; thence South 0 deg. 15 min. West 85.0 feet to the Northeast corner of the May tract as described in Vol. 120 Deeds, Page 90, Door County Records; thence North 89 deg. 45 min. West along the North line of said May tract 100.0 feet; thence South 0 deg. 15 min. West along the West line of said May tract 317.2 feet to the Northerly line of State Highway 42-57; thence South 50 deg. 33 min. West along said Northerly line 105.7 feet to the Southwesterly corner of the Frances C. Simon tract; thence North 0 deg. 15 min. East along the West line of said Simon Tract 1335.3 feet to the point of beginning.

Excepting therefrom:

A tract of land in the Northwest Quarter of the Northeast Quarter (NW 1/4 of the NE 1/4), Section Five (5), Township Twenty-seven (27) North, Range Twenty-six (26) East, also known as Subdivision Ten (10), according to the Assessor's Map of the City of Sturgeon Bay, Door County, Wisconsin, described as follows:

Commencing at the Northwest corner of Subdivision Ten (10); thence South 89 deg. 36 min. East along the North line of Subdivision Ten (10), 319.0 feet to the point of beginning of the tract of land here described; thence continue South 89 deg. 36 min. East along said North line and along the North line of the Frances C. Simon tract described in Vol. 13 Probates, Page 263, Door County Records, 318.8 feet; thence South 5 deg. 04 min. East along the Easterly line of said Simon tract 681.35 feet to an iron pin on the North line of the Henry Simon tract as described in Vol. 93 Deeds, Page 457, Door County Records; thence North 89 deg. 36 min. West along said North line 199.95 feet to an iron pin; thence South 0 deg. 15 min. West 253.6 feet to an iron pin; thence North 89 deg. 45 min. West 100 feet to an iron pin; thence North 0 deg. 15 min. East 253.93 feet to an iron pin; thence North 89 deg. 36 min. West 81.7 feet to an iron pin on the West line of the Philipp R. Simon and Yvonne W. Simon tract as described in Vol. 200 Records, Page 534, Door County Register of Deeds records; thence North along the West line of said Simon tract (and passing through two iron pins, 400 feet and 100 feet each respectively from the point of beginning), a distance of 677.70 feet to the point of beginning (all measurements being consistent with said West line of said Simon tract as marked by said iron pins).

Excepting therefrom further:

A tract of land in Subdivision Ten (10), according to the Assessor's Map of the City of Sturgeon Bay, Door County, Wisconsin, described as follows:

Commencing at the Northwest corner of said Subdivision Ten (10); thence South 89 deg. 42 min. East along the North line of said Subdivision Ten (10), a distance of 319 feet; thence continue along said North line South 89 deg. 42 min. East a distance of 318.8 feet; thence South 5 deg. 10 min. East along the

Easterly line of the Frances C. Simon tract described in Vol. 13 Probates, Page 263, Door County Register of Deeds Records, a distance of 682.3 feet to the North line of the Henry Simon tract described in Vol. 93 Deeds, Page 457, Door County Register of Deeds records; thence North 89 deg. 42 min. West along said North line a distance of 60.7 feet to the point of beginning of the tract to be described and conveyed, being also the Northwesterly corner of the said Henry Simon tract; thence South 0 deg. 18 min. West along the Westerly line of said Henry Simon tract a distance of 150 feet; thence North 89 deg. 42 min. West a distance of 12.7 feet; thence South 0 deg. 7 min. East a distance of 18.8 feet to the Northeasterly corner of the Kenneth Peil tract described in Vol. 163 Records, Page 597, Door County Register of Deeds records; thence North 89 deg. 42 min. West along the Northerly line of the said Peil tract a distance of 125.1 feet to the Northwesterly corner thereof; thence North 0 deg. 15 min. East a distance of 168.8 feet to a point which is North 89 deg. 42 min. West of the point of beginning; thence South 89 deg. 42 min. East a distance of 137.8 feet, more or less, to the point of beginning.



## DOOR COUNTY

Resolution No. 2018-\_\_\_\_

### DISPOSITION OF REAL ESTATE ACQUIRED BY A JUDGMENT ISSUED UNDER §75.521, WIS. STATS.

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

ROLL CALL Board Member			
AUSTAD			
BACON			
BULTMAN			
CHOMEAU			
D. ENGLEBERT			
R. ENGLEBERT			
ENIGL			
FISHER			
GUNNLAUGSSON			
HALSTEAD			
KOCH			
KOHOUT			
LIENAU			
LUNDAHL			
NEINAS			
NORTON			
ROBILLARD			
SCHULTZ			
VIRLEE			
VLIES WOTACHEK			
WAIT			

**Draft**

1 **WHEREAS**, Door County acquired P.I.N. 018-02-14322822H2 and  
2 P.I.N. 281-62-10000106 by a Judgment issued on March 30, 2018 in Door  
3 County Case No. 2017-GF-12 under §75.521, Wis. Stats.; and

4  
5 **WHEREAS**, Conveyance of P.I.N. 018-02-14322822H2 by quit claim  
6 deed to the Town of Liberty Grove in exchange for payment of \$956.31 is,  
7 in good faith, considered to be the most advantageous disposition to the  
8 County in view of the facts and circumstances; and

9  
10 **WHEREAS**, Conveyance of P.I.N. 281-62-10000106 by quit claim deed  
11 to the City of Sturgeon Bay in exchange for payment of \$19,000.00 is, in  
12 good faith, considered to be the most advantageous disposition to the  
13 County in view of the facts and circumstances; and

14  
15 **NOW, THEREFORE, BE IT RESOLVED**, That disposition of P.I.N. 018-  
16 02-14322822H2 as described above is approved and the County Clerk is  
17 authorized to execute a quit claim deed to finalize the conveyance.

18  
19 **BE IT FURTHER RESOLVED**, That disposition of P.I.N. 281-62-  
20 10000106 as described above is approved and the County Clerk is  
21 authorized to execute a quit claim deed to finalize the conveyance.  
22

#### BOARD ACTION

Vote Required: Majority Vote of a Quorum

Motion to Approve Adopted ☐  
1st \_\_\_\_\_ Defeated ☐  
2nd \_\_\_\_\_  
Yes: \_\_\_\_\_ No: \_\_\_\_\_ Exc: \_\_\_\_\_

Reviewed by:

\_\_\_\_\_, Corp. Counsel

Reviewed by:

\_\_\_\_\_, Administrator

#### FISCAL IMPACT:

#### Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify  
that the above is a true and correct copy of a  
resolution that was adopted on the 17th day  
of April, 2018 by the Door County Board of  
Supervisors.

Jill M. Lau  
County Clerk, Door County

#### SUBMITTED BY: Finance Committee

\_\_\_\_\_  
Kathy Schultz, Chairperson

\_\_\_\_\_  
Ken Fisher

\_\_\_\_\_  
David Englebert

\_\_\_\_\_  
Susan Kohout

\_\_\_\_\_  
Roy Englebert

\_\_\_\_\_  
Mark Moeller

\_\_\_\_\_  
David Enigl

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

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the lease as presented with the Door County Maritime Museum for the Tug Purves.

Respectfully submitted,  
FINANCE/PURCHASING & BUILDING  
COMMITTEE  
By: Stewart Fett, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: March 27, 2018

\*\*\*\*\*

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

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

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.





Memorandum

To: Finance Committee

From: Josh Van Lieshout

Re: Lease agreements: Door County Maritime Museum: Lifeboat Edwin H. Gott and Tug Purves

Date: March 19, 2018

---

Issue: Lease agreements for artifacts owned by the Door County Maritime Museum, displayed on property owned by the Waterfront Redevelopment Authority.

Discussion:

Tug Purves Lease: In 2008, the Door County Maritime Museum acquired a lease with the City to moor the restored museum vessel Tug Purves on property owned by the City of Sturgeon Bay. The initial term of the lease agreement was 10 years, with an annual lease payment of \$1.00. Both the WRA and Common Council considered the issue. From the record it appears that much of the WRA's discussion centered around accommodating the many uses that occur in this area, including commercial leases from the Fireboat and pontoon boat rentals. Ten years later it would seem that the uses are indeed compatible.

In reviewing the minutes of Council from this time period, it seems much of their discussion centered on insurance and umbrella limits. The lease agreement passed the Common Council 6-1.

The terms of the proposed lease agreement remain unchanged, with one exception, the DCMM is requesting language inserted that would allow continued access to the Tug Purves for servicing. This addition is on page 2 of the document.

Lifeboat Edwin Gott is a new lease, with similar terms to the Purves lease. Given the Gott is a large artifact requiring substantial effort to move and place it is appropriate that a lease be drafted and approved. The term of the lease is for 10 years, ending in 2028.

Recommendation:

Approval of the leases as presented.

## LEASE

LEASE made by and between the City of Sturgeon Bay, Wisconsin, a municipal corporation in Door County, Wisconsin, hereinafter referred to as "Lessor" and Door County Maritime Museum & Lighthouse Preservation Society, Inc. a Wisconsin non-profit corporation, hereinafter referred to as "Lessee".

### RECITALS:

The parties recite and declare that:

1. Lessor is the owner of a developed municipal property which it desires to lease for a public purpose.
2. Lessee desires to lease certain properties from Lessor for the purpose of having dockage space for the vessel *Purves* owned by Lessee, Lessee's principal office being located in Sturgeon Bay, Door County, Wisconsin, for the purpose of permanently mooring the vessel *Purves*.
3. Lessor considers Lessee's purpose in leasing the property a purpose which has a public benefit and finds such purpose to be in the best interests of Lessor.
4. The parties desire to enter into an agreement to establish terms of such lease of such property.

### AGREEMENT:

For the rent and mutual covenants and promises of the parties as hereinafter set forth, and other good and valuable consideration, the parties agree as follows:

- A. Description. The parties agree hereto that the property to be leased herein is

described as follows:

The 170' of steel sheet piling waterfront dock space adjacent to the following described line: Commencing at the intersection point of the south line of Madison Avenue and a meander line as described in the Job No. 14524, plat of survey, prepared by Stephen P. Meneau, dated October 27, 1994, thence along said meander line S34E03'11"E, 158.84 feet; N45E01'12"E, 20 feet; thence N45E01'12"E 99.64 feet to a point, said point being the northerly most intersection of two steel sheet pile walls creating the "West Side Dock" and the point of beginning: thence S 44E more or less along the steel sheet wall, 170' to the point of termination.

Lessor shall make a reasonable effort to allow for access by fuel trucks and emergency vehicles to the premises.

Lessee acknowledges specific knowledge as to the condition of the premises and takes said premises "as is".

B. Term. The original term of the lease shall be ten years beginning on June 15, 2018 and ending on June 14, 2028. This lease agreement may be extended upon the mutual agreement of the parties.

C. Consideration. The consideration for said lease is the sum of One Dollar (\$1.00) payable in annual installments in advance, the first payment being due and payable on or before occupancy of the leased premises.

D. Use. The leased premises shall be used as docking space for the vessel *Purves*. It is understood that from time to time Lessee's personnel will conduct public tours of the vessel. The premises shall not be used for any other purpose without the prior written consent of Lessor.

E. Utilities. During the term hereof, Lessee will pay all utilities, including, but not limited to, fuel, electricity, telephone, water and sewerage, gas, etc., used on the premises, including the cost of installation of such utilities and the removal of such utilities.

All such utilities shall be in the name of Lessee during this lease.

F. Insurance. Lessee shall, at its expense, maintain in effect throughout the term of this lease and any extension thereof, general liability insurance, personal and bodily injury liability insurance, and property damage insurance. The limits of said coverage shall be One Million Dollars (\$1,000,000.00) per occurrence. The policies for the above referenced coverages shall name Lessor as additional insured for use of the leased premises. In addition, the liability policy provided shall include fire legal liability limits of not less than One Hundred Thousand Dollars (\$100,000.00). The Lessee shall provide the Lessor with a certificate of insurance annually verifying said coverages naming the Lessor as additional insured. Lessor may review and modify liability insurance limits not more than once per year during the term of this lease, and shall provide written notice to Lessee of any such changes. The lease may terminate any time at the option of the Lessor upon the lapse or failure of the Lessee to present a copy of such policy or Certificate of Insurance showing such coverage.

G. Hold Harmless/indemnity.

1. Lessee hereby holds the Lessor harmless and will indemnify Lessor, its council members, officers, employees, and agents from any and all claims, damages, demands, lawsuits, judgments and liability that may arise out of, or be made, brought or filed against Lessor, its council members, officers, employees and agents as a result of any death, injury to person or property occurring upon the leased premises.

2. In addition, Lessee shall defend Lessor, its council members, officers, employees and agents, against any such claims, damages, demands, lawsuits, judgments and liability made, brought or filed against Lessor in connection with, any

death, injury to person or property occurring upon the leased premises, including payment of court costs and disbursements and reasonable attorney fees.

H. Assignment and Sublease. Lessee shall not assign its rights and duties under this lease or sublease the premises or any part thereof, without the prior written consent of Lessor. The approval of any sublease by Lessor shall not relieve Lessee of liability for the performance of all of the terms and conditions of this lease.

I. Alterations and modifications. Lessee shall obtain the written approval of Lessor, through Lessor's Finance/Purchasing and Building Committee, prior to making any alterations or modifications to the premises leased. All approved and completed alterations or modifications shall become part of the leased premises and title thereto shall vest in Lessor. The alterations or modifications undertaken by Lessee shall be performed and completed in a workmanlike manner and in a timely manner. At the option of Lessor, upon lease termination, Lessee shall remove improvements and modifications and the subject property shall be restored to the condition it was in at the commencement of this lease.

J. Repair of Damages. Lessee shall repair damage done by it, its officers, agents, employees, or workmen, to the adjacent dock surface beyond normal wear and tear. "Normal" does not contemplate the use of heavy equipment on said dock surface; in the event heavy equipment is used on said dock surface, then any damage done thereby shall be repaired immediately at the expense of Lessee. Lessee shall not be responsible for damage done by ice, wind or acts of God, except as to such damage done by Lessee's failure to properly anchor, tie or otherwise secure its vessel to the dock. Lessee shall maintain the premises and keep the same in a clean and orderly condition, and maintain

the same in its present condition, normal wear and tear excepted.

K. Lessee shall be responsible, at Lessee's sole expense for any environmental damage to the property caused by the use of the property by Lessee, its officers, directors, employees or agents.

L. Default or Breach.

1. Each of the following events shall constitute a default or breach of this lease by Lessee.

(a) If Lessee fails to pay to Lessor any rent or other payments due within ten (10) days after they become due.

(b) If Lessee vacates or abandons the leased premises.

(c) If Lessee fails to perform or comply with other term or condition of this lease, and such non-performance shall continue for a period of fourteen (14) days after written notice by Lessor to Lessee to perform or comply.

(d) If Lessee shall violate any laws, ordinances or codes of any governmental authority pertaining to the operation or the leased premises.

2. In the event of any default or breach hereunder by Lessee, Lessor, at its option shall have the right to re-enter and relet the leased premises for the benefit of Lessor without terminating this lease or declare a forfeiture of the lease in its entirety and demand return of the premises and proceed with an action at law for collection of all rents, monies and damages due to Lessor.

3. Lessee shall be responsible for payment of all of Lessor's costs of enforcement of this lease, including, but not limited to, payment of court costs, disbursements and reasonable attorneys fees.

M. Modification. No modification of this lease shall be made except in writing by the parties hereto.

N. Inspection. Lessor shall have the right to inspect the leased premises at all reasonable times.

O. Successors and Assigns. This lease shall extend to the successors and assigns of the parties hereto.

P. Trash and Recycling. Lessee shall be responsible for and pay any and all costs of trash collection and removal and recycling of refuse generated within the leased premises, and other related cleaning and maintenance adjacent to the property.

Q. Possession and Abandonment. Lessor shall deliver possession of the premises to Lessee on the date stated for commencement of this lease agreement unless Lessor is unable to do so for reasons beyond Lessor's control. Lessee shall vacate the premises and return all of Lessor's property promptly upon the expiration of this lease or any extended term, or upon termination of this lease.

**WHEREFORE**, the parties hereto set their hands on the dates below written.

LESSOR: CITY OF STURGEON BAY

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

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

Thad Birmingham, Mayor

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

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

Stephanie L. Reinhardt, City Clerk

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF DOOR )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, the above named Thad Birmingham, Mayor, and Stephanie L. Reinhardt, Clerk, of the above named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such officers of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority.

Notary Public, State of Wisconsin  
My Commission:





## RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Parks and Recreation Committee, hereby recommend approval of the resolution to be submitted to Bay-Lakes Regional Plan Commission as part of the application process for the Great Lakes Basin Tree Planting Grant Program.

Respectfully submitted:

PARKS &amp; RECREATION COMMITTEE

By: Ron Vandertie, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Date: March 28, 2018

\*\*\*\*\*

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

Moved by Alderperson\_\_\_\_\_, seconded by Alderperson\_\_\_\_\_  
\_\_\_\_\_ that said recommendation be adopted.

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

## Executive Summary

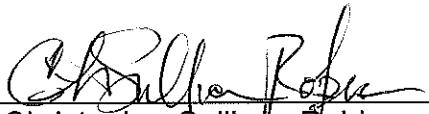
**Background:** The Bay-Lake Regional Planning Commission administers a tree planting grant for projects located within the Great Lake basin, which is available to counties, municipalities, and tribal projects. The program aims to mitigate the impact of the Emerald Ash Borer, and the other goal is to reduce runoff in urban communities. This grant will fund up to \$20,000 with a 25% match (totaling \$25,000). The funding is distributed starting May 1<sup>st</sup> and projects must be completed by December 30<sup>th</sup>.

The Municipal Services Department is seeking permission in the form of a resolution to pursue this grant opportunity. The application seeks to request \$20,000 in funds with a \$5000 match from the Municipal Services Department to go towards an ongoing project at Sunset Park. The department is going through mitigation efforts to eliminate the Emerald Ash Borer problem at this park. Most of the trees within the park are affected by this problem and all will need to be removed at some point. Approximately 275 trees are affected. The grant would fund a maximum of 143 trees.

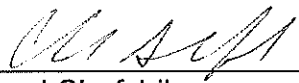
**Parks and Recreation Committee:** A meeting took place on March 28, 2018, and was recommended to Council for the approval of the resolution. There were comments present, which were all in favor of seeking out the grant opportunity.

**Fiscal Impact:** Municipal Services has an annual tree budget. The \$5000 match will come out of that budget. The program is a reimbursement program, so initial costs will come out of the tree budget and receipts will be submitted to the Bay-Lake Regional Plan Commission for reimbursement.

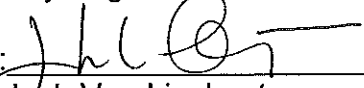
**Recommendation:** Staff recommends approval of the resolution and submittal for the Great Lake Basin Tree Planting Grant Program

Prepared By:   
Christopher Sullivan-Robinson  
Planner/Zoning Administrator


4/10/18  
Date

Reviewed By:   
Chad Shefchik  
City Engineer/Interim MSD

4-10-18  
Date

Reviewed By:   
Josh Van Lieshout  
City Administrator

April 10, 2018  
Date

Reviewed By:   
Marty Olejniczak  
Community Development Director

4-10-18  
Date

**2018 Wisconsin RPCs and DNR  
Great Lakes Basin Tree Planting Grant Program**

The Wisconsin RPCs and the DNR are offering Tree Planting grants up to \$20,000 to municipalities, counties, and tribes within the Wisconsin Great Lakes Basin. Funded projects will focus on planting trees to mitigate the impacts of the Emerald Ash Borer and reduce runoff in urban communities.

**Project proposals are due at 4:00 PM on April 9, 2018.** Funded projects can begin on or after May 1, 2018 and must be completed by December 31, 2018. To apply for a Wisconsin RPCs and DNR Great Lakes Basin Tree Planting grant, **please complete and submit this form in its entirety.**

**Submission Instructions:** Submit your completed application via e-mail (*preferred*) or mail. If you have any questions, please contact [angelaka@baylakerpc.org](mailto:angelaka@baylakerpc.org).

**Part I: Applicant Information**

Applicant Name: Sturgeon Bay

Organization Type: City

Located in the County of: Door

Is your community within the Wisconsin Great Lakes Basin (see Attachment A)? ☒ Yes ☐ No

Population: Less than 10,000

Total number of trees to be planted (including both grand funded and match)? 143

Name of Representative Authorized to Act on Behalf of Applicant Christopher Sullivan-Robinson	Title Planner/Zoning Administrator
Street or PO Box 421 Michigan Street	City, State, Zip Sturgeon Bay, WI 54235
Email csullivan-robinson@sturgeonbaywi.org	Phone Number 920-746-2907

**Project Manager – Primary Contact (If different from Authorized Representative):**

Name Chad Shefchik	Title Interim Municipal Services Director
Street or PO Box 421 Michigan Street	City, State, Zip Sturgeon Bay, WI 54235
Email cshefchik@sturgeonbaywi.org	Phone Number 920-746-2913

2018 Wisconsin RPCs and DNR  
Great Lakes Basin Tree Planting Grant Program

Part II: Project Overview

1. Briefly describe the project, the schedule, the species to be planted, caliper size, type of rootstock (e.g. seedlings, saplings, bare root, potted, or B&B), and impact to community:

The City of Sturgeon Bay is seeking the Great Lakes Basin Tree Planting Grant to help remediation efforts of the EAB issues at one of the City's most actively used park systems known as Sunset Park. This park system offers the most public facilities and amenities. This property is approximately 63 acres, which includes multiple park systems, baseball diamonds, beach frontage, a boat launch, fitness integration systems and much more. For these reasons and the others related environmental sustainability/health, the City would like to plant a more diverse population of trees. The parks tree stock has been reviewed and every tree has been marked within this park that has EAB, and has been or will be removed. In total there are 275 trees to be removed, which is most of the trees within Sunset Park.

2. Does your project improve species diversity within your community?

☒ Yes      ☐ No      If yes, how?

Currently, Sunset Park contains some variety of trees but with this grant we will be expanding the variety with these breeds: Sycamore, Locust, Ironwood, Dogwood, Oak, and Crab

3. Is your community within an EAB Quarantined County (see [tinyurl.com/EAB-Quarantine](http://tinyurl.com/EAB-Quarantine))?

☒ Yes      ☐ No

4. Is your community within a targeted watershed (see Attachment B)?

☐ Yes      ☒ No

5. Is your community a member of a Regional Planning Commission (see Attachment C)?

☐ Yes      ☒ No

6. Is your community within an AOC (see Attachment D)?

☐ Yes      ☒ No

7. Is your community currently designated a Tree City USA (see [tinyurl.com/TreeCityUSA](http://tinyurl.com/TreeCityUSA))?

☒ Yes      ☐ No

8. Will plantings be located on public property?

☒ Yes      ☐ No

2018 Wisconsin RPCs and DNR  
Great Lakes Basin Tree Planting Grant Program

9. Check the ONE box in each category (program level, advocacy, staff, and tree maintenance) that best describes your community forestry program:

Program Level	We have an active, ongoing community tree planting and care program.	<input type="radio"/>
	We have recently begun or re-started a program of community tree planting and care but it is still in a developmental phase.	<input type="radio"/>
	Tree planting and care activities were once a regular part of a community program that ended. We want to start this program again.	<input type="radio"/>
	We are starting a community tree planting and care program for the first time.	<input type="radio"/>
	We have tree planting, care and removal needs but don't plan to start a community tree program at this time.	<input checked="" type="radio"/>
Advocacy	We have a formally established tree advisory group (i.e., committee, commission or tree board) and/or officials that support urban forestry.	<input checked="" type="radio"/>
	We have citizens or groups informally involved in community tree planting and care activities but no advisory group or board officially charged with overseeing a forestry program.	<input type="radio"/>
	The level of involvement and support by boards/committees, organizations and/or elected officials for community tree planting and care activities is low to non-existent.	<input type="radio"/>
Staff	We have professional urban forestry staff (can be part-time position) - OR - a volunteer urban forestry professional(s) - OR - contract with a professional for community tree planting and care. [Professional = forestry degree, certified arborist, CTMI graduate, or comparable formal training.]	<input type="radio"/>
	We have staff, contractors or a volunteer authorized to handle/advise the municipality on tree planting and care but who is neither a certified arborist nor has comparable formal training.	<input checked="" type="radio"/>
	We have no staff, contractors or volunteers authorized to handle or advise our community on tree planting and care.	<input type="radio"/>
Tree Maintenance	We practice systematic, community tree maintenance (i.e., planting, pruning, pest control, tree removal, etc.) on a regular basis.	<input checked="" type="radio"/>
	We practice occasional tree maintenance and removal on an as-needed basis.	<input type="radio"/>
	We do not practice tree maintenance activities (i.e., planting, pruning, pest control, tree removals, etc.).	<input type="radio"/>

10. Where will the trees be planted and in what percentages (approximate)?

75 % Parkways

% Boulevards

25 % Natural Areas

% Other; please explain:

**2018 Wisconsin RPCs and DNR  
Great Lakes Basin Tree Planting Grant Program**

**Part III: Budget**

11. Use the table below to provide an estimated, itemized project budget.

<b>Deliverables/Items</b>	<b>Funds Requested</b>	<b>Matching Funds</b>	<b>Source of Matching Funds</b>	<b>Total (Requested + Matching Funds)</b>
<b>143/Trees</b>	<b>\$ 20,000.00</b>	<b>\$ 5,000.00</b>	City of Sturgeon Bay Municipal Services	<b>\$ 25,000.00</b>
	\$	\$		\$ 0.00
	\$	\$		\$ 0.00
	\$	\$		\$ 0.00
	\$	\$		\$ 0.00
	\$	\$		\$ 0.00
	\$	\$		\$ 0.00
	\$	\$		\$ 0.00
	\$	\$		\$ 0.00
	\$	\$		\$ 0.00
	\$	\$		\$ 0.00
<b>TOTALS</b>	<b>\$ 20,000.00</b>	<b>\$ 5,000.00</b>		<b>\$ 25,000.00</b>

**Note:** Matching funds must total 25% of the total project cost.

12. Describe the sources of matching funds (including volunteer hours, equipment, staff hours and benefits rate, supplies, facilities, contracted services, etc.).

All park and recreation related work is managed through the Municipal Services Department. The matched funds would come from this departments tree budget. The tree purchases and installations would be through a contracted service (Salzsieder Landscape Nursery). This contractor has completed multiple projects within the City of Sturgeon Bay. The cost per tree is \$175, which includes the 1"-1.5" diameter tree in a #15 container, installation, mulch, and a 2 year warranty against any natural issues.



2018 Wisconsin RPCs and DNR  
Great Lakes Basin Tree Planting Grant Program

**Part IV: Certification and Submission**

Grant Request: \$ 20,000.00  
Applicant Match: \$ 5,000.00  
(Minimum of 25%)  
Total Project Costs: \$ 25,000.00

To the best of my knowledge, the information contained in this application and application attachments are correct and true.

Applicant's Authorized Representative (print) <b>Christopher Sullivan-Robinson</b>	Title <b>Planner/Zoning Administrator</b>
Signature of Authorized Representative <i>Christopher Sullivan-Robinson</i>	Date <b>April 4, 2018</b>

**Part V: Attachments**

- ☒ Resolution -- May be sent separate from the application, but is due no later than APRIL 20, 2018.
- ☒ Community map depicting location(s) of project(s).

**Part VI: Submission Instructions**

Send completed application with required attachments to:

Electronic format (PREFERRED)	Mail hard copies to:
Save, then click <i>Submit by E-mail</i> . You will be given the opportunity to edit the message and provide attachments to an email addressed to: <a href="mailto:angelaka@baylakerpc.org">angelaka@baylakerpc.org</a>	BAY-LAKE REGIONAL PLANNING COMMISSION ANGELA KOWALZEK-ADRIANS 425 S ADAMS ST STE 201 GREEN BAY WI 54301

**Electronic submissions must be received, OR hardcopies postmarked by 4:00 PM,  
APRIL 9, 2018**

When saving or submitting by e-mail, please rename this PDF and change the e-mail subject to include the name of your organization.





0 100 200  
Feet

Sunset Park



City of Sturgeon Bay

Alderson Committee Appointments April, 2018

9.

	CURRENT	PROPOSED
Finance/Purchasing & Building	Stewart Fett, Chair	David Ward, Chair
	David Ward, Vice-Chair	Barbara Allmann, Vice Chair
	Rick Wiesner	Seth Wiederanders
Personnel	Ron Vandertie, Chair	David Ward, Chair
	Stewart Fett, Vice-Chair	Barbara Allmann, Vice Chair
	Barbara Allmann	Laurel Hauser
Parking & Traffic	David Ward, Chair	Kelly Catarozoli, Chair
	Ron Vandertie, Vice-Chair	Kelly Avenson, Vice Chair
	Kelly Catarozoli	David Hayes
C, P & S	Rick Wiesner, Chair	Barbara Allmann, Chair
	David Ward, Vice-Chair	Catarozoli, Vice Chair
	Kelly Catarozoli	Seth Wiederanders
Board of Parks & Recreation	Ron Vandertie, Chair	Laurel Hauser, Chair
	Stewart Fett, Vice-Chair	David Hayes, Vice Chair
	Kelly Catarozoli	Kelly Avenson
Plan Comm	Rick Wiesner, Council Rep.	Seth Wiederanders, Council Rep.
	Ron Vandertie, Chr of Parks & Rec	Laurel Hauser
Library	Kelly Catarozoli	Kelly Catarozoli
	Laurel Hauser	Laurel Hauser
Local Arts Board	Kelly Catarozoli, Park & Rec Board Rep	David Hayes
Loan Review Comm	Stewart Fett	David Ward

9.

<b>Board of Public Works Chairman to be elected</b>	Mayor Thad Birmingham	Mayor Thad Birmingham
	Kelly Catarozoli	Kelly Catarozoli
	Ron Vandertie	David Hayes
	David Ward	David Ward
	Rick Wiesner	Kelly Avenson
	Barbara Allmann	Barbara Allmann
	Stewart Fett	Seth Wiederanders
	Laurel Hauser	Laurel Hauser
<b>Harbor Commission</b>	Barbara Allmann	David Hayes
<b>Waterfront Redevelop. Authority</b>	David Ward	David Ward
	Laurel Hauser	Laurel Hauser
<b>Cable Communications Adv. Council</b>	Rick Wiesner, Chr CPS	Barbara Allmann
<b>Ind. Pk. Dev. Review Team</b>	Barbara Allmann	Kelly Avenson
<b>Bicycle &amp; Pedestrian Adv. Board</b>	Kelly Catarozoli, Parking & Traff Comm Member	Kelly Catarozoli
<b>Utility Commission</b>	Ron Vandertie	Barbara Allmann
	Stuart Fett	David Ward
	Rick Wiesner	Kelly Avenson
<b>Historic Preservation Commission</b>	Barbara Allmann	Kelly Avenson

**CITY OF STURGEON BAY**  
**Citizen Appointments April 2018**

	Current	Expiration	Proposed
Plan Commission	Robert Starr	5/1/2018	Robert Starr
3 year term			
Fire & Police Commission	Sandy Hurley	5/1/2018	Sandy Hurley
5 year term			
Harbor Commission	Robert Spude	6/15/2018	Robert Spude
3 year term	Gary Nault, Chair	6/15/2018	Gary Nault
Zoning Board of Appeals	Wayne Spritka	5/1/2018	Wayne Spritka
3 year term	William Murrock	5/1/2018	William Murrock
Weed Commissioner	Robert Bordeau	5/1/2018	Mun. Svcs. Dir.
1 year term			
Waterfront Redevelopment Authority	John Asher	1/1/2018	Dave Schanock
5 year term			
Sturgeon Bay Visitor Center	Ronald Vandertie (Council Rep)	12/31/2017	Seth Wiederanders
1 year term			

RESOLUTION OF THE  
GOVERNING BODY OF THE CITY OF STURGEON BAY

WHEREAS, the applicant, City of Sturgeon Bay, is interested in obtaining a cost-share grant from the Bay-Lake Regional Planning Commission for the purpose of funding Emerald Ash Borer mitigation projects under funding originating from the U.S. Forest Service, Great Lakes Restoration Initiative;

WHEREAS, the applicant attests to the validity of and veracity of the statements and representations contained in the grant application; and

WHEREAS, the applicant requests a grant agreement to carry out the project;

NOW, THEREFORE, BE IT RESOLVED, the applicant, City of Sturgeon Bay, will comply with all local, state, and federal rules, regulations, and ordinances relating to this project and the cost-share agreement;

BE IT FURTHER RESOLVED, the applicant will budget a sum sufficient to fully and satisfactorily complete the project and hereby authorizes and empowers the Municipal Services Director, its official or employee, to act on its behalf to:

1. Sign and submit the grant application.
2. Sign a grant agreement between applicant and the Bay-Lake Regional Planning Commission.
3. Submit interim and/or final reports to the Bay-Lake Regional Planning Commission to satisfy the grant agreement.
4. Submit reimbursement requests and, if applicable, contractor invoices to the Bay-Lake Regional Planning Commission.
5. Sign and submit other required documentation.

Moved by \_\_\_\_\_, second by \_\_\_\_\_ that said resolution be adopted.

Passed by the Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2018

STATE OF WISCONSIN   )  
  )  
COUNTY OF DOOR       )

I STEPHANIE L. REINHARDT, Clerk of the City of Sturgeon Bay, Wisconsin, do hereby certify that the foregoing is a correct copy of a Resolution introduced at a regular meeting of the Common Council on March \_\_\_\_, 2018, adopted by a majority vote, and recorded in the minutes of said meeting.

Dated:

\_\_\_\_\_  
Stephanie L. Reinhardt

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: Resolution to pursue legislation authorizing implementation of a premier resort area tax

Date: April 10, 2018

---

**Issue:** Establishment of the City of Sturgeon Bay as a premier resort area and levying a 0.5% (1/2 of one percent) sales tax on tourist related goods. Pursuing legislation enabling the City of Sturgeon Bay to implement a premier resort area tax.

#### **Discussion:**

As you are all aware the electors of the City of Sturgeon Bay overwhelmingly supported and passed the referendum question placed before them on April 3, 2018 concerning the pursuit and implementation of a premier resort area tax in the City of Sturgeon Bay.

To aid in implementing the action taken by the Common Council and approved by the electors, it needs to passing the attached resolution would be appropriate. The resolution restates the objectives of the Common Council, states the referendum question and cites the remarkable support of the electorate and finally authorizes and directs the Mayor and staff to pursue legislation that would enable the city to implement a premier resort area tax.

Should this resolution pass, then staff would begin to develop educational information for our current legislators as well as others in the Assembly and Senate and begin working to develop a bill that would authorize the City to implement a premier resort area tax.

**Options:** Adopt as written, modify, or take no action on the resolution.

**Recommendation:** Adopt as presented. The legislature is not in session, and likely won't be until 2019. Now is a good time to develop materials and begin reaching out to legislators about the street and infrastructure needs in the city and support of the electorate in regards to a premier resort area tax.

**CITY OF STURGEON BAY**  
**Resolution Adopting Premier Resort Area Tax**

Resolution No. \_\_\_\_\_

WHEREAS, the City of Sturgeon Bay is a Wisconsin municipality within the guidelines and jurisdiction of Wis. Stats. §66.1113;

AND WHEREAS the City of Sturgeon Bay requires supplemental funding to support the repair, maintenance, and replacement of streets and infrastructure in the City;

AND WHEREAS the City of Sturgeon Bay is the county seat of one of the Mid-West's and Wisconsin's most popular tourism destinations, Door County;

AND WHEREAS the City of Sturgeon Bay is a significant resort and tourism destination within the County and has made a substantial investment in street and other infrastructure to support the demands of being a premier resort and tourism area;

AND WHEREAS the City of Sturgeon Bay includes a significant number of shops, stores, services, and businesses catering to tourists and visitors to the area;

AND WHEREAS, the Common Council of the City of Sturgeon Bay on April 3, 2018 placed before the electors of the City the following referendum question:

"To pay for street and infrastructure expenses as defined in Wis. Stats. §66.1113 (1) (a), 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

AND WHEREAS the electors of the City of Sturgeon Bay overwhelmingly passed the question with seventy percent (70%) voting in favor of imposing a premier resort area tax;

AND WHEREAS the City of Sturgeon Bay is proposing that the Wisconsin Legislature issue an exception to Wis. Stats. §66.1113(2) to enable the City of Sturgeon Bay to be designated a premier resort area;

NOW, THEREFORE, BE IT RESOLVED by the City of Sturgeon Bay, through its Common Council, that the Mayor and professional staff are authorized to contact the legislators representing the City of Sturgeon Bay and pursue legislation authorizing the City to implement a premier resort area tax.

This resolution was adopted at a regular meeting of the Sturgeon Bay Common Council this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Attest:

\_\_\_\_\_  
Stephanie L. Reinhardt, Clerk

F:\Clients\S\Sturgeon Bay-City\Resolutions\Resolution adopting Premier Resort tax.docx



13, 14, 15.

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



Joshua J. Van Lieshout  
City Administrator

13, 14, 15.

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

## Memorandum

To: Common Council

From: Josh Van Lieshout, Administrator

Re: Items, 13, 14, and 15 for April 17, 2018 Common Council Meeting

Date: April 12, 2018

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### **Issue: Consideration of: Common Council meeting time.**

**Discussion:** The Common Council has the privilege of setting the time of their meetings. The time of meetings has varied through the years, most recently meeting at 12:00 p.m.

**Options:** Retain or change the meeting time. There aren't any statutory restrictions on the hours you choose to meet. Some communities have:

- Seasonally adjusted times, for example earlier meeting times in the darker months, later meeting times in the summer months
- Split times, Because the Council meets twice a month, one early, one late
- Fixed time (one meeting time regardless of season, or subject matter)

### **Issue: Consideration of: Dirt Piles.**

**Discussion:** A legal review of the dirt piles on Maple Street reveals that the ownership of the material is unclear. The former developer of the site has claimed ownership as has Bayland Buildings, the developer's contractor.

**Options:** Direct staff to acquire the dirt piles, contest ownership of the dirt piles, surrender any interest in the dirt piles and order dirt piles to be removed from City property.

### **Issue: Consideration of: Ethics Committee.**

**Discussion:** This issue was initially referred to the Community Protection and Services Committee. That Committee did not take the matter up. Given there is a new committee, the Council might consider readdressing this matter.

**Options:** Refer the matter again to CP&S. Take no action.

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City Administrator

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#### Memorandum

To: Common Council

From: Josh Van Lieshout, Administrator

Re: Item 16 for April 17, 2018 Common Council Meeting

Date: April 12, 2018

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**Issue: Discussion re: Dissolving Waterfront Redevelopment Authority.**

**Discussion:** This item was requested for placement on the agenda by Alder Catarozoli. The Waterfront Redevelopment Authority was established by a resolution of Common Council in 1990. The WRA has specific statutory authorities, the Sturgeon Bay Waterfront Redevelopment Authority owns property and is party to several contracts. If it is the Council's wish to dissolve the Authority, significantly more research and work will be required to do so.

**Recommendation:** Provide direction so that staff can proceed as desired.

## VanLieshout, Josh

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**From:** Nesbitt, Randy J <RNesbitt@pinkertlawfirm.com>  
**Sent:** Thursday, April 12, 2018 8:50 AM  
**To:** SBDistrict1; VanLieshout, Josh  
**Subject:** RE: WRA

Good Morning Josh & Kelly,

First, I will not be at next Tuesday's meeting. Amy Sullivan of our office will be there to provide legal guidance. I will leave it to Josh as far as scheduling agenda items.

As to the WRA, I have to add a caveat that consideration of eliminating the WRA will be a very complicated and in-depth subject. Laurel Hauser made a similar suggestion and I advised her as well that the WRA is intertwined as a party to development contracts, parking easements and maintenance obligations, and holds title to some property. It may have signed debt obligations. This subject will take a good deal of review and planning to assure that all of the aspects it is involved in are to be taken care of.

In other words, it is much more than a one meeting project.

Randy Nesbitt  
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-----Original Message-----

**From:** SBDistrict1 [mailto:sbdistrict1@sturgeonbaywi.org]  
**Sent:** Wednesday, April 11, 2018 3:20 PM  
**To:** VanLieshout, Josh  
**Cc:** Nesbitt, Randy J  
**Subject:** WRA

Hi Josh and Randy,

I would like to have an agenda item to discuss and consider dissolving the WRA. I believe this would need to be passed as a resolution. Is that correct? Additionally, do you think it's possible to combine the CP&S committee with Parking & Traffic. I've been on both committees over the last three years and it seems everything we've discussed could fall under one umbrella committee. Seems more efficient to me. I look forward to your thoughts and answers.

Best,

Kelly

Sent from my iPad

## **RESOLUTION CREATING REDEVELOPMENT AUTHORITY**

A Resolution creating a Redevelopment Authority within the City of Sturgeon Bay for the purpose of supervising development of the Sturgeon Bay Waterfront.

### **RECITALS:**

WHEREAS, the Common Council of the City of Sturgeon Bay finds that the waterfront areas of the City of Sturgeon Bay contiguous to the Bay of Sturgeon Bay, particularly in the downtown area, are substandard and poorly developed so as to constitute an economic and social liability within the City of Sturgeon Bay, particularly in the downtown area, that substantially impairs the sound economic growth and development of the City of Sturgeon Bay, and

WHEREAS, the aforesaid condition is found by the Common Council of the City of Sturgeon Bay to be beyond remedy and control solely by regulatory process in the exercise of the City's police power and also cannot be dealt with effectively by the ordinary operations of private enterprise without the aids herein provided, and

WHEREAS, the acquisition and disposition of various waterfront areas in the City of Sturgeon Bay for redevelopment to improve the economic and social viability of the City of Sturgeon Bay, and any assistance which may be given by the City of Sturgeon Bay or any other public bodies in connection therewith are found to be public uses and purposes for which public money may be expended and the power of eminent domain may be exercised, and

WHEREAS, the necessity for proper waterfront development in the City of Sturgeon Bay is found to be in the public interest as a matter of municipal legislative determination, and

WHEREAS, It is found that a Redevelopment Authority created and operating in accordance with Section 66.431 of the Wisconsin Statutes is the most effective municipal organization for achieving the objectives set forth above.

**NOW THEREFORE, THE COMMON COUNCIL OF THE CITY OF STURGEON BAY, DOOR COUNTY, WISCONSIN, DO RESOLVE AS FOLLOWS:**

1. In accordance with Section 66.431(3) of the Wisconsin Statutes, there is created in the City of Sturgeon Bay, Door County, Wisconsin, a Redevelopment Authority to be known as the STURGEON BAY WATERFRONT REDEVELOPMENT AUTHORITY.

2. The STURGEON BAY WATERFRONT REDEVELOPMENT AUTHORITY is authorized to transact business and exercise all of the powers granted in Section 66.431 of the Wisconsin Statutes for the purpose of causing the redevelopment of all waterfront areas of the City of Sturgeon Bay, Door County, Wisconsin so as to eliminate the economic and social liability presently existing in the waterfront areas of the City of Sturgeon Bay and to improve economic growth and aesthetics in the City of Sturgeon Bay; however, the approval of the Common Council of the City of Sturgeon Bay by a simple majority vote of the quorum present is required prior to the implementation of any redevelopment plan or modification thereof, the incurrence of any indebtedness by the Redevelopment Authority, the acquisition of any real estate by negotiated purchase or condemnation, the disposition of any real estate by sale, lease, exchange, or the entering into of any contract requiring financial consideration from the Redevelopment Authority.

3. Upon approval of this Resolution by the Common Council of the City of Sturgeon Bay, the Mayor is authorized to appoint, subject to the approval of the Common Council of the City of Sturgeon Bay, the Commissioners of the STURGEON BAY WATERFRONT REDEVELOPMENT AUTHORITY in accordance with Section 66.431(3) of the Wisconsin Statutes.

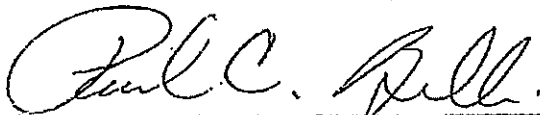
4. Upon the filing of a certified copy of this Resolution by the Sturgeon Bay City Clerk-Treasurer, and the appointment of the Commissioners, the STURGEON BAY WATERFRONT REDEVELOPMENT AUTHORITY shall commence its activities in accordance with Section 66.431 of the Wisconsin Statutes.

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

Moved by Alderman Wiese, seconded by Alderman Hoffman  
that said resolution be adopted.

Passed by the Council on the 6th day of November, 1990, and submitted  
to the Mayor on the 7th day of November, 1990.

ATTEST:



Paul C. Bellin, City Clerk-Treasurer

\* \* \* \* \*

Approved this 7th day of November, 1990.

  
Norbert D. Schachtner, Mayor