



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, NOVEMBER 20, 2018
7:00 P.M.
COUNCIL CHAMBERS, CITY HALL – 421 MICHIGAN ST
THAD G. BIRMINGHAM, MAYOR**

1. Call to order.
2. Pledge of Allegiance.
3. Roll call.
4. Adoption of agenda.
5. Public Comment.
6. Consideration of the following bills: General Fund – \$222,497.07, Capital Fund - \$89,046.53, TID #4 - \$5,042.50 and Solid Waste Enterprise Fund - \$18,511.08 for a grand total of \$335,097.18. [roll call]
7. 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 11/6/18 regular and 11/7/18 special Common Council minutes.
 - * b. Approval of the following minutes:
 - (1) Aesthetic Design & Site Plan Review Board – 10/22/18
 - (2) Finance/Purchasing & Building Committee – 10/30/18
 - * c. Place the following reports on file:
 - (1) Inspection Department Report – October 2018
 - (2) Fire Department Report – October 2018
 - (3) Police Department Report – October 2018
 - * d. Finance/Purchasing & Building Committee recommendation re: Waive on street winter parking permit fee for Rose Wodack, located at 421 North 4th Avenue, in the amount of \$55.00 based on geographical and financial hardships.
 - * e. Finance/Purchasing & Building Committee recommendation re: Accept bid from Ferrara Fire Apparatus, in the amount of \$1,168,854.00 and declare the 1997 Spartan 3D Engine w/1500 gpm pump and the 2001 Spartan ALF engine w/1500 gpm surplus both with excess equipment and allow use of the sale proceeds to be used on the purchase price and to purchase equipment to outfit new units in an amount no to exceed the net amount of \$1,010,000.00 as allocated in the 2019 budget.
8. Mayoral appointments.

9. Second reading of ordinance re: Rezone property from Agricultural (A) to Single Family Residential (R-1) for 1816, 1824, 1832, 1842 Shiloh Rd.
10. Second reading of ordinance re: Repeal and recreate Section 20.25 of the Municipal Code (Zoning Code.)
11. Consideration of: Resolution from Historic Preservation Commission to Council on 10/30/17. (Ald. Catarozoli and Ald. Allmann)
12. Consideration of: Request relocation of Historic Grain Elevator to be restored on its original location and existing foundation/pilings at no cost to taxpayers. (Ald. Avenson and Ald. Catarozoli)
13. Consideration of: Donation of City owned and retained grain elevator parts to Sturgeon Bay Historical Society for completion of restoration. (Ald. Avenson and Ald. Catarozoli)
14. Items to be Included on Future Agendas (New Business).
15. City Administrator report.
16. Committee Chairperson Reports:
 - a. Personnel Committee
 - b. Parking & Traffic Committee
 - c. Community Protection & Services Committee
 - d. Utility Commission
17. Mayor's comments.
18. Convene in closed session in accordance with the following exemption:

Conferring with legal counsel for governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. Wis. Stats. 19.85(1)(g)

 1. Consideration of: Litigation with Sawyer Hotel Development, LLC.
 2. Consideration of: Settlement Agreement with Friends of the Sturgeon Bay Public Waterfront, Shawn M. Fairchild, Carri Andersson, Linda Cockburn, Russ Cockburn, Kathleen Finnerty and Christy Weber v. City of Sturgeon Bay and Waterfront Redevelopment Authority of the City of Sturgeon Bay.

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

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 11-16-18

Time: 12:00pm

By: jm

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 11/20/2018

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL FUND				
LIABILITIES				
R0001128	MALVITZ FARMS	FOOD SHARE REIMBURSE-MALVITZ	01-000-000-21595	32.00
R0001291	MAI LEE	FOOD SHARE REIM/MAI LEE	01-000-000-21595	5.00
R0001485	JOY BORDEAU	FOOD SHARE TOKEN REIM/BORDEAU	01-000-000-21595	19.00
TOTAL LIABILITIES				56.00
BALLFIELD LIGHTING				
WPPI ENG	WPPI ENERGY	11/18 ATHLETIC LIGHT PRJCT	01-000-981-70000	1,365.39
TOTAL BALLFIELD LIGHTING				1,365.39
TOTAL GENERAL FUND				1,421.39
LAW/LEGAL				
03950	DAVIS KUELTHAU	09/18 GEN LEGAL MATTERS	01-110-000-55010	6,723.00
03950		TRAVEL/POSTAGE/FILING FEES	01-110-000-55010	148.13
03950		09/18 GEN LEGAL MATTERS-K WILZ	01-110-000-55010	396.50
03950		09/18 GEN LEGAL MATTERS	01-110-000-55010	3,752.50
16555	PINKERT LAW FIRM, LLP	09/18 LITIGATION MATTERS-KOLSKI	01-110-000-55010	517.50
TOTAL				11,537.63
TOTAL LAW/LEGAL				11,537.63
CITY CLERK-TREASURER				
10800	JP COOKE CO	2019 CAT LICENSES	01-115-000-54999	52.66
17700	QUILL CORPORATION	2019 LABELS & HIGHLIGHTERS	01-115-000-51950	21.32
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	OFFICE SUPPLIES	01-115-000-51950	27.86
TOTAL				101.84
TOTAL CITY CLERK-TREASURER				101.84
COMPUTER				
04696	DOOR COUNTY TREASURER	10/18 INTERNET	01-125-000-55550	100.00
04696		10/18 TECH SUPPORT	01-125-000-55550	2,575.00
04696		10/18 2G INTERNET	01-125-000-55550	375.00
TOTAL				3,050.00
TOTAL COMPUTER				3,050.00
CITY ASSESSOR				
ASSO APP	ASSOCIATED APPRAISAL	11.20.18 CONTRACT	01-130-000-55010	1,333.33
TOTAL				1,333.33
TOTAL CITY ASSESSOR				1,333.33

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
BUILDING/ZONING CODE ENFORCEMENT				
SAFEBUILD	SAFE BUILT	10/18 PERMITS	01-140-000-55010	11,670.39
SAFEBUILD		10/18 PLAN REVIEW SVC	01-140-000-55010	1,383.75
SAFEBUILD		OVERCHARGE	01-140-000-55010	-125.00
TOTAL				12,929.14
TOTAL BUILDING/ZONING CODE ENFORCEMENT				12,929.14
PUBLIC WORKS ADMINISTRATION				
15890	PACK AND SHIP PLUS	NEWSLETTER MAILING	01-150-000-54999	62.74
TOTAL				62.74
TOTAL PUBLIC WORKS ADMINISTRATION				62.74
ELECTIONS DEPARTMENT				
02216	BAY VIEW LUTHERAN CHURCH	04/18 ELECTION RENT	01-155-000-57650	110.00
02216		08/18 ELECTION RENT	01-155-000-57650	110.00
02216		06/18 ELECTION RENT	01-155-000-57650	110.00
02216		05/18 ELECTION RENT	01-155-000-57650	110.00
02216		11/18 ELECTION RENT	01-155-000-57650	110.00
04975	ECONO FOODS	SWEET ROLLS-ELECTION WORKERS	01-155-000-54999	43.20
PATH	PATH	11/18 ELECTION RENT	01-155-000-57650	110.00
TOTAL				703.20
TOTAL ELECTIONS DEPARTMENT				703.20
CITY HALL				
03159	CHARTER COMMUNICATIONS	10/18 WS FIRE CABLE SVC	01-160-000-58999	101.84
04575	DOOR COUNTY HARDWARE	NO HUB COUPLING	01-160-000-55300	7.59
04575		PHOTO BATTERY	01-160-000-51850	31.98
04575		SCREWDRIVER	01-160-000-52700	7.99
04575		CABLE/FASTENERS	01-160-000-51400	7.15
04575		FASTENERS	01-160-000-51400	2.76
19880	STURGEON BAY UTILITIES	421 MICHIGAN ST	01-160-000-56150	2,379.88
19880		421 MICHIGAN ST	01-160-000-58650	172.10
VANS	VANS FIRE & SAFETY, INC	FIRE EXTINGUISH SERVICE	01-160-000-58999	480.60
VIKING	VIKING ELECTRIC SUPPLY, INC	BULBS	01-160-000-51850	16.40
WARNER	WARNER-WEXEL WHOLESALE &	GALLON SEALER	01-160-000-55300	44.64
WARNER		TOWELING	01-160-000-55300	78.44
TOTAL				3,331.37
TOTAL CITY HALL				3,331.37
INSURANCE				
MCCLONE	MCCLONE AGENCY, INC	12/18 WORK COMP	01-165-000-58750	13,932.00

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
MCCLONE		12/18 GEN LIAB	01-165-000-56400	3,152.00
MCCLONE		12/18 POLICE LIAB	01-165-000-57150	1,189.00
MCCLONE		12/18 PUBLIC OFFICIAL	01-165-000-57150	1,196.00
MCCLONE		12/18 AUTO LIAB	01-165-000-55200	1,966.00
MCCLONE		12/18 AUTO PHY DAMAGE	01-165-000-55200	1,461.00
TOTAL				22,896.00
TOTAL INSURANCE				22,896.00
GENERAL EXPENDITURES				
04696	DOOR COUNTY TREASURER	10/18 CITY HALL PHONE SVC	01-199-000-58200	101.96
04696		10/18 FIRE PHONE SVC	01-199-000-58200	62.31
04696		10/18 POLICE PHONE SVC	01-199-000-58200	41.52
04696		10/18 MUNICIPLA SVC PHONE SVC	01-199-000-58200	36.54
08167	GANNETT WISCONSIN NEWSPAPERS	PUB HRING PUB BUDGET 2019	01-199-000-57450	769.86
08167		N 12TH AVE FINAL RES PUB	01-199-000-57450	49.79
08167		DISCONTINUE PUBLIC STR PUB	01-199-000-57450	106.66
08167		PUB HRING NOTICE-ANDERSON	01-199-000-57450	29.11
08167		PUB HRING NOTICE-DAANEN	01-199-000-57450	32.34
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	COPY PAPER	01-199-000-55650	309.00
CENTERPO	CENTERPOINTE YACHT SERVICE, LLC	TRANS DOCKAGE CRUISE BT SHW	01-199-000-51525	12,228.92
CENTERPO		CREDIT	01-199-000-51525	-862.98
CENTERPO		DISCOUNT	01-199-000-51525	-2,841.50
TOTAL				10,063.53
TOTAL GENERAL EXPENDITURES				10,063.53
POLICE DEPARTMENT				
15890	PACK AND SHIP PLUS	OVNITE DEL SUBPOENA-PIERCE CS	01-200-000-57250	52.65
15890		THANK LETTER MAIL-PIERCE CSE	01-200-000-57250	26.46
STAPLES	WISCONSIN DOCUMENT IMAGING LLC	3798 BLACK COPIES	01-200-000-51600	45.96
STAPLES		961 COLOR COPIES	01-200-000-51600	34.88
TOTAL				159.95
TOTAL POLICE DEPARTMENT				159.95
POLICE DEPARTMENT/PATROL				
01550	BP AMOCO	OUT OF TOWN FUEL	01-215-000-51650	44.10
01550		OUT OF TOWN FUEL	01-215-000-51650	26.59
01550		OUT OF TOWN FUEL	01-215-000-51650	27.99
01550		OUT OF TOWN FUEL	01-215-000-51650	25.67
01550		OUT OF TOWN FUEL	01-215-000-51650	50.75
02329	JOE BILODEAU	TRAINING MEAL EXPNSE-BILODEAU	01-215-000-55600	15.16
02960	C & W AUTO	EXPLRER BUCKET SEAT	01-215-000-58600	225.00
03133	CELLCOM WISCONSIN RSA 10	10/18 CELLPHONES	01-215-000-58250	897.84
03133		11/18 MIFI WIRELESS ROUTERS	01-215-000-58250	260.68
04545	DOOR COUNTY COOPERATIVE/NAPA	2 FLOOR MATS	01-215-000-54999	87.98

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GENERAL FUND				
04696	DOOR COUNTY TREASURER	UNLEAD FUEL	01-215-000-51650	3,310.56
19580	STREICHERS PROF POLICE EQUIP	UNIFORM PANT/BOOTS ALBERTSON	01-215-000-52900	111.98
19880	STURGEON BAY UTILITIES	SUNSET PRK BT LAUNCH	01-215-000-56150	10.22
19880		110 S NEENAH AVE CAMERA	01-215-000-56150	10.42
19880		NAUTICAL DR CAMERA	01-215-000-56150	8.24
21450	THE UNIFORM SHOPPE	UNIFORM SHIRT/SHEW	01-215-000-52900	63.45
ADVAUTO	GENERAL PARTS DISTRIBTION LLC	BATTERY FOR HHR	01-215-000-58600	106.52
CHEBOYGA	CHEBOYGAN COUNTY SHERIFF	DEPUTY OVRTIME-PIERCE INVEST	01-215-000-50210	18,251.43
CRABB	ANDREW CRABB	TRAINING MEAL EXPNSE-CRABB	01-215-000-55600	13.56
WIEGANDM	MICHELLE SNOVER	TRAINING MEALS/SNOVER	01-215-000-55600	63.62
TOTAL				23,611.76
TOTAL POLICE DEPARTMENT/PATROL				23,611.76
POLICE DEPT. / INVESTIGATIONS				
ACCURINT	LEXISNEXIS RISK SOLUTIONS	10/18 CONTRACT FEE	01-225-000-57950	105.00
MERCHANT	MERCHANT EXCAVATING	PORTA POTTY RENTAL-PIERCE INV	01-225-000-57950	125.00
TOTAL				230.00
TOTAL POLICE DEPT. / INVESTIGATIONS				230.00
FIRE DEPARTMENT				
02005	BAY ELECTRONICS, INC.	RADIO MAINTENANCE	01-250-000-57550	968.00
04575	DOOR COUNTY HARDWARE	FASTENERS	01-250-000-54999	11.12
04575		CABLE TIES,CLAMP,ELECT TAPE	01-250-000-54999	50.52
04575		FASTENERS	01-250-000-54999	2.38
04575		WASHERS	01-250-000-54999	1.58
04575		CORD/SPLICE	01-250-000-54999	21.33
04575		WIRE SJEW BULK	01-250-000-54999	9.54
04575		ASSORTED SUPPLIES	01-250-000-54999	12.89
04575		FOODSVR VAC/ HAND CLEANER	01-250-000-54999	100.99
06650	GALLS, AN ARAMARK COMPANY	UNIFORMS	01-250-000-52900	82.95
12100	LAMPERT YARDS INC	LUMBER TRAILER	01-250-000-54999	4.99
16570	PIONEER FIRE COMPANY	UNIFORMS	01-250-000-52900	85.00
19880	STURGEON BAY UTILITIES	CITY GARAGE	01-250-000-56675	42.00
19880		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		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		SALT SHED	01-250-000-56675	5.20
19880		GARLAND PARK	01-250-000-56675	5.20
19880		SUNSET CONSN CNTR	01-250-000-56675	42.00
19880		FRANK GRASSE MEM SHELTER	01-250-000-56675	13.00
19880		OTUMBA PARK	01-250-000-56675	5.20
19880		WEST SIDE WARMING HOUSE	01-250-000-56675	5.20
19880		W SIDE FIRE STATION	01-250-000-56675	42.00
19880		W SIDE FIRE STATION	01-250-000-56150	86.56
19880		W SIDE FIRE STATION	01-250-000-58650	83.37

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GENERAL FUND				
19880		38 S NEENAH AVE PAVILLION	01-250-000-56675	5.20
19880		38 S NEENAH AVE RESTROOM	01-250-000-56675	26.00
19880		JAYCEE BALLFLD STAND	01-250-000-56675	13.00
19880		JC BALLFLD SPRINKLER	01-250-000-56675	42.00
19880		W SIDE BALLFLD LIGHTS	01-250-000-56675	26.00
19880		GIRLS LITTLE LEAGUE	01-250-000-56675	42.00
19880		FIRE PROTECTION	01-250-000-56675	8,720.75
19880		WARNING SIREN	01-250-000-56150	8.24
19880		QUINCY ST BALLFLD	01-250-000-56675	42.00
19880		MADISON AVE SPRINKLR	01-250-000-56675	13.00
19880		PENNSYLVANIA ST DOCK	01-250-000-56675	13.00
19880		GREEN BAY RD SIREN	01-250-000-56150	15.45
19880		EAST SIDE DOCK	01-250-000-56675	5.20
19880		COVE RD/CANAL RD	01-250-000-56150	14.29
19880		1ST AVE MARINA/RESTROOM	01-250-000-56675	42.00
19880		122 KENTUCKY ST CITY PRK RAMP	01-250-000-56675	5.20
19880		KENTUCKY ST DOCK	01-250-000-56675	13.00
19880		KENTUCKY ST CITY MARINA	01-250-000-56675	42.00
19880		SIGN SHED	01-250-000-56675	5.20
19880		CHERRY BLOSSOM PRK	01-250-000-56675	13.00
19880		CLAY BANKS SIREN	01-250-000-56150	15.43
19880		1048 EGG HARBOR RD	01-250-000-56675	5.37
HANSON B	BRIAN HANSON	UNIFORM/B HANSON	01-250-000-52900	142.41
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	LIGHT/ B8	01-250-000-53000	55.85
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	DEF	01-250-000-53000	23.98
O'REILLY		BLUE DEF	01-250-000-53000	29.98
O'REILLY		SILICONE	01-250-000-53000	7.99
WARNER	WARNER-WEXEL WHOLESALE &	TOILET PAPER	01-250-000-54999	39.89
TOTAL				11,394.85
TOTAL FIRE DEPARTMENT				11,394.85
SOLID WASTE MGMT/SPRING/FALL				
ADVANCED	ADVANCED DISPOSAL	4 FEON, 4 TVS, 2.85 TN GRBAGE	01-311-000-58400	484.19
TOTAL				484.19
TOTAL SOLID WASTE MGMT/SPRING/FALL				484.19
COMPOST/SOLID WASTE SITE				
03025	CAPTAIN COMMODES INC	COMPOST SITE	01-320-000-57700	75.00
19880	STURGEON BAY UTILITIES	COMPOST SITE	01-320-000-56150	19.11
TOTAL				94.11
TOTAL COMPOST/SOLID WASTE SITE				94.11
STREET SWEEPING				
02844	BRUCE MUNICIPAL EQUIPMENT INC	ROTARY SWITCH & FREIGHT	01-330-000-51400	42.06

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GENERAL FUND				
19880	STURGEON BAY UTILITIES	SWEEPER WATER USAGE	01-330-000-53050	18.15
TOTAL				60.21
TOTAL STREET SWEEPING				60.21
ROADWAYS/STREETS				
04575	DOOR COUNTY HARDWARE	LAWN EDGING & STEEL STAKES	01-400-000-52500	21.76
10750	PREMIER CONCRETE INC	7 CU YDS CONCRETE	01-400-000-52200	888.00
13150	MASTERCRAFT WELDING SYSTEM	ANGLE IRON	01-400-000-51400	30.00
19880	STURGEON BAY UTILITIES	LIGHT CONTROLLER	01-400-000-54999	36.00
TRACTOR	TRACTOR SUPPLY CREDIT PLAN	JACK	01-400-000-51400	31.64
TOTAL				1,007.40
TOTAL ROADWAYS/STREETS				1,007.40
STREET SIGNS AND MARKINGS				
04575	DOOR COUNTY HARDWARE	FASTENERS	01-420-000-52550	7.00
TOTAL				7.00
TOTAL STREET SIGNS AND MARKINGS				7.00
CURB/GUTTER/SIDEWALK				
04575	DOOR COUNTY HARDWARE	HAMMER HANDLE	01-440-000-54999	6.59
06012	FASTENAL COMPANY	MASON SAW BLADE	01-440-000-54999	116.15
TOTAL				122.74
TOTAL CURB/GUTTER/SIDEWALK				122.74
STREET MACHINERY				
04575	DOOR COUNTY HARDWARE	SPRAYPAINT	01-450-000-53000	4.59
04575		RUBBER WEATHERSTRIP	01-450-000-52150	7.59
04575		FASTENERS	01-450-000-52150	26.20
19240	SERVICE MOTOR CO	LEAF VAC PULLEY FAN	01-450-000-52150	84.60
20725	T R COCHART TIRE CENTER	TIRES	01-450-000-53000	538.00
20725		TIRES	01-450-000-53000	273.34
20725		TIRE MOUNTS	01-450-000-53000	100.00
20725		TIRES	01-450-000-53000	300.00
20725		TIRES	01-450-000-53000	188.00
BOBCAT	BOB CAT PLUS	HYDRAULIC FLUID /MINI EXCAVATR	01-450-000-52150	93.84
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	ABS MODULE	01-450-000-53000	231.00
PATS	DEBBIE DERENNE	SEAT REPAIR	01-450-000-53000	195.00
R0000655	TRANSMOTION, LLC	COUPLER-DUMP TRCK	01-450-000-52150	119.36
R0000655		2 HYDRO COUPLERS	01-450-000-53000	238.72
TOTAL				2,400.24

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GENERAL FUND				
TOTAL STREET MACHINERY				2,400.24
CITY GARAGE				
01469	AIRGAS NORTH CENTRAL	CYLINDER LEASE RENEWAL	01-460-000-58999	167.50
04575	DOOR COUNTY HARDWARE	ROPE	01-460-000-52350	23.60
19880	STURGEON BAY UTILITIES	CITY GARAGE	01-460-000-56150	722.40
19880		CITY GARAGE	01-460-000-58650	75.59
19880		SALT SHED	01-460-000-56150	8.24
19880		1048 EGG HARBOR RD	01-460-000-58999	9.29
AMERWELD	AMERICAN WELDING & GAS, INC	AIR TANK RENTAL	01-460-000-58999	118.01
VANS	VANS FIRE & SAFETY, INC	FIRE EXTINGUISHR SVCE	01-460-000-52350	465.30
TOTAL				1,589.93
TOTAL CITY GARAGE				1,589.93
HIGHWAYS - GENERAL				
19880	STURGEON BAY UTILITIES	808 S DULUTH AVE SIGN	01-499-000-58000	9.66
19880		1536 EGG HRBR RD TRFFC LITE	01-499-000-58000	23.00
19880		N 14TH AVE& EGG HRBR RD TRFFC	01-499-000-58000	24.23
19880		2 TRFC WARNING LIGHTS	01-499-000-58000	5.50
19880		WS TRAFFIC LITES	01-499-000-58000	130.17
19880		ORNAMENTAL ST LIGHTS	01-499-000-58000	4,678.56
19880		OVERHEAD ST LIGHTS	01-499-000-58000	6,687.25
19880		WALNUT & LANSING SIGN	01-499-000-58000	7.52
19880		EAST SIDE DOCK	01-499-000-58000	51.76
19880		OLD HWY RD SIGN	01-499-000-58000	8.24
BARKER	MIKE BARKER	2018 SAFETY BOOT REIM/M BARKER	01-499-000-56800	163.53
TOTAL				11,789.42
TOTAL HIGHWAYS - GENERAL				11,789.42
PARK & RECREATION ADMIN				
23200	WDOR	FARM MARKET ADVERTISING	01-500-000-52250	96.00
CASE COM	CASE COMMUNICATIONS	FARM MRKET ADVERTISING	01-500-000-52250	87.60
TOTAL				183.60
TOTAL PARK & RECREATION ADMIN				183.60
PARKS AND PLAYGROUNDS				
04574	DOOR COUNTY GLASS & MIRROR	3 REPLCEMNT WINDWS SUNSET CONS	01-510-000-54999	456.33
04574		1 REPLCEMNT SCREEN/FRAME	01-510-000-54999	48.68
04575	DOOR COUNTY HARDWARE	ADAPTERS/VALVEBALL	01-510-000-56250	17.95
04575		STAR SCREW	01-510-000-52700	9.99
04575		HEDGE SHEAR	01-510-000-52700	27.99

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
04575		ROOF SEAL	01-510-000-54999	13.18
04575		HITCH	01-510-000-56250	3.29
04575		CLEANER	01-510-000-52100	9.99
04575		HOSE FAUCET	01-510-000-54999	12.99
04575		DRILL BITS	01-510-000-54999	13.56
04575		PIPE STRAP	01-510-000-54999	4.68
13049	MAY'S SPORT CENTER	HYDR OIL	01-510-000-53000	41.99
19880	STURGEON BAY UTILITIES	MARTIN PARK	01-510-000-56150	35.76
19880		MARTIN PARK RESTROOM	01-510-000-58650	15.57
19880		MEM FLD WARMING HOUSE	01-510-000-56150	116.86
19880		MEM FLD WARMING HOUSE	01-510-000-58650	299.22
19880		GARLAND PARK	01-510-000-56150	8.02
19880		GARLAND PARK	01-510-000-58650	12.55
19880		SUNSET CONSN CNTR	01-510-000-56150	22.98
19880		SUNSET CONSN CNTR	01-510-000-58650	51.40
19880		FRANK GRASSE MEM SHELTER	01-510-000-56150	48.32
19880		FRANK GRASSE MEM SHELTER	01-510-000-58650	26.14
19880		OTUMBA PARK	01-510-000-56150	33.20
19880		OTUMBA PARK	01-510-000-58650	17.43
19880		WEST SIDE WARMING HOUSE	01-510-000-56150	34.65
19880		WEST SIDE WARMING HOUSE	01-510-000-58650	15.92
19880		JAYCEE BALLFLD STAND	01-510-000-56150	18.46
19880		JAYCEE BALLFLD STAND	01-510-000-58650	16.12
19880		MICHIGAN FLAG LIGHT	01-510-000-56150	26.36
19880		MEM FLD PKG LOT	01-510-000-56150	8.90
19880		W SIDE BALLFLD LIGHTS	01-510-000-58650	18.00
19880		MEM FLD COMPLEX	01-510-000-56150	445.68
19880		GIRLS LITTLE LEAGUE	01-510-000-58650	38.39
19880		OTUMBA PRK WALKWAY	01-510-000-56150	13.26
19880		QUINCY ST BALLFLD	01-510-000-58650	27.00
19880		FLORIDA ST/SUNSET PRK	01-510-000-56150	13.81
19880		SIGN SHED	01-510-000-56150	23.66
19880		SIGN SHED	01-510-000-58650	14.06
19880		CHERRY BLOSSOM PRK	01-510-000-56150	14.10
19880		CHERRY BLOSSOM PRK	01-510-000-58650	25.04
19880		1048 EGG HARBOR RD	01-510-000-56150	7.45
DAWNS	DAWN'S LAWN CARE	HOOT FLD & GRAHAM PARK SPAYING	01-510-000-51750	1,500.00
FATS	DEBBIE DERENNE	SEAT REPAIR	01-510-000-53000	220.00
STAPLES	WISCONSIN DOCUMENT IMAGING LLC	TONER	01-510-000-54999	204.46
TRACTOR	TRACTOR SUPPLY CREDIT PLAN	PESTICIDE SPRYR MANFOLD KIT	01-510-000-54999	29.99

TOTAL 4,064.18

TOTAL, PARKS AND PLAYGROUNDS 4,064.18

BALLFIELDS

04575	DOOR COUNTY HARDWARE	LATCHING TOTE	01-520-000-56500	11.99
04575		FASTENERS/CLEANERS	01-520-000-56500	16.03

TOTAL 28.02

TOTAL, BALLFIELDS 28.02

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INVOICES DUE ON/BEFORE 11/20/2018

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
MUNICIPAL DOCKS				
04575	DOOR COUNTY HARDWARE	ASSORTED SUPPLIES	01-550-000-51850	28.06
04575		FASTENERS/PIPE STRAP, COUPLER	01-550-000-51850	32.45
04575		PAINT/ROLLER COVER	01-550-000-51850	63.57
19880	STURGEON BAY UTILITIES	36 S NEENAH PKG LOT LITES	01-550-000-56150	282.30
19880		38 S NEENAH AVE PAVILLION	01-550-000-56150	18.92
19880		38 S NEENAH AVE PAVILLION	01-550-000-58650	12.55
19880		38 S NEENAH AVE RESTROOM	01-550-000-56150	176.45
19880		38 S NEENAH AVE RESTROOM	01-550-000-58650	129.13
TOTAL				743.43
TOTAL MUNICIPAL DOCKS				743.43
WATERFRONT PARKS & WALKWAYS				
04575	DOOR COUNTY HARDWARE	DRAIN, DROP EAR, TEE	01-570-000-51750	47.96
04575		PIPE STRAP/SCREWS	01-570-000-51750	12.99
04575		PEX ROLL	01-570-000-51750	100.00
04575		ROOF SEAL	01-570-000-54999	6.59
04575		OUTLET	01-570-000-54999	7.98
19880	STURGEON BAY UTILITIES	DC MUSEUM WALKWAY	01-570-000-56150	13.92
19880		DC MUSEUM PKG LOT	01-570-000-56150	175.06
19880		JUNIPER ST WALKWAY LTS	01-570-000-56150	128.33
19880		JUNIPER PARKING LOT	01-570-000-56150	67.34
19880		PENNSYLVANIA ST DOCK	01-570-000-58650	14.70
19880		KENTUCKY ST WTRFRNT	01-570-000-56150	124.77
19880		1ST AVE MARINA/RESTROOM	01-570-000-56150	209.69
19880		1ST AVE MARINA/RESTROOM	01-570-000-58650	63.50
19880		122 KENTUCKY ST CITY PRK RAMP	01-570-000-56150	242.05
19880		KENTUCKY ST DOCK	01-570-000-58650	22.29
19880		KENTUCKY ST CITY MARINA	01-570-000-58650	29.64
TOTAL				1,266.81
TOTAL WATERFRONT PARKS & WALKWAYS				1,266.81
EMPLOYEE BENEFITS				
04975	ECONO FOODS	SUPPLIES STAFF HEALTH BEN MTG	01-600-000-50550	30.84
04975		LUNCH/EMPLOY HEALTH BEN MTG	01-600-000-50550	172.94
23674	WISCONSIN DEPT OF WORKFORCE	10/18 UNEMPLOYMENT	01-600-000-50370	68.57
EBC CORP	EMPLOYEE BENEFITS CORPORATION	08/18 FSA	01-600-000-50510	122.50
EBC CORP		08/18 PLAN AMEND	01-600-000-50510	50.00
EBC CORP		09/18 FSA	01-600-000-50510	122.50
EBC CORP		10/18 FSA	01-600-000-50510	122.50
TOTAL				689.85
TOTAL EMPLOYEE BENEFITS				689.85
COMMUNITY & ECONOMIC DEVLPMT				
01510	AMERICAN PLANNING ASSOC	APA MEMBERSHIP-OLEJNICZAK	01-900-000-56000	320.00

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INVOICES DUE ON/BEFORE 11/20/2018

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
01510		WI CHAPTER -OLEJNICZAK	01-900-000-56000	64.00
01510		AICP MEMBERSHIP-OLEJNICZAK	01-900-000-56000	155.00
04549	DOOR COUNTY ECONOMIC DEVELOPME	2018 4TH QTR ADMIN OF PROG	01-900-000-55850	6,625.00
04549		2018 DCEDC COMMITMENT	01-900-000-55750	5,402.50
TOTAL				12,566.50
TOTAL COMMUNITY & ECONOMIC DEVLPMT				12,566.50
TOTAL GENERAL FUND				139,924.36
CAPITAL FUND				
GENERAL EXPENDITURES				
DEGROOT	DE GROOT, INC	VALVE REPLCEMNET-229 N 14TH AV	10-199-000-51525	4,841.85
SEILERBR	SEILER BROS. CONSTRUCTION, INC	LEAD LAT SIDEWLK REPLCMNET	10-199-000-51525	14,887.68
TOTAL				19,729.53
TOTAL GENERAL EXPENDITURES				19,729.53
ROADWAYS/STREETS				
LEAD LATERAL				
04966	EAGLE MECHANICAL INC	LEAD LATERAL #23	10-400-000-59125	39,047.00
04966		LEAD LATERAL #22	10-400-000-59125	10,510.00
04966		LEAD LATERAL #24	10-400-000-59125	13,570.00
06045	FELLNER SOIL SEPTIC	LEAD LATERAL #24	10-400-000-59125	6,190.00
TOTAL LEAD LATERAL				69,317.00
TOTAL ROADWAYS/STREETS				69,317.00
TOTAL CAPITAL FUND				89,046.53
TID #4 DISTRICT				
TID #4 DISTRICT				
TID #4 DISTRICT				
03950	DAVIS KUELTHAU	09/18 TID 4 LEGAL MATTERS	28-340-000-55001	2,025.00
03950		09/18 TID 4 LEGAL MATTERS	28-340-000-55001	3,017.50
TOTAL TID #4 DISTRICT				5,042.50
TOTAL TID #4 DISTRICT				5,042.50
TOTAL TID #4 DISTRICT				5,042.50
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
04575	DOOR COUNTY HARDWARE	FASTENERS	60-000-000-53000	2.64
04603	HALRON LUBRICANTS INC	USED OIL PICKUP 300 GAL	60-000-000-52050	45.00
20725	T R COCHART TIRE CENTER	TIRES	60-000-000-52850	1,367.82

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INVOICES DUE ON/BEFORE 11/20/2018

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
20725		TIRE CHANGE	60-000-000-52850	30.00
ADVANCED	ADVANCED DISPOSAL	254.27 TON GARBAGE	60-000-000-58300	15,541.00
ADVANCED		98.91 TON RECYCLE	60-000-000-58350	1,393.63
JX ENT	JX ENTERPRISES, INC.	AIR VALVE	60-000-000-53000	130.99
TOTAL SOLID WASTE ENTERPRISE FUND				18,511.08
TOTAL SOLID WASTE ENTERPRISE FUND				18,511.08
TOTAL SOLID WASTE ENTERPRISE				18,511.08
TOTAL ALL FUNDS				252,524.47

MANUAL CHECKS

DELTA DENTAL	\$6,157.27
11/01/18	
Check #84182	
11/18 Dental Insurance	
Various Departmental Accounts	
 NETWORK HEALTH	 \$76,415.44
11/01/18	
Check #84182	
11/18 Health Insurance	
Various Departmental Accounts	
 TOTAL MANUAL CHECKS	 \$ 82,572.71

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INVOICES DUE ON/BEFORE 11/20/2018

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

GENERAL FUND
CAPITAL FUND
TID #4 DISTRICT
SOLID WASTE ENTERPRISE

~~139,924.36~~
89,046.53
5,042.50
18,511.08

222,497.07

TOTAL --- ALL FUNDS

~~252,524.47~~

335,097.18

Derek J. Wood 11/13/18
Zachary Johnson 11-12-18
Seth Wimmer 11/13/18

COMMON COUNCIL
November 6, 2018

A regular meeting of the Common Council was called to order at 7:00 p.m. by Mayor Birmingham. The Pledge of Allegiance was recited. Roll call: Catarozoli, Hayes, Ward, Avenson, Allmann, Wiederanders and Hauser were present.

Catarozoli/Hauser to adopt the amended agenda combining item 18 with item 20. Carried.

The following people spoke during public comment: Scott Moore, 947 Pennsylvania St.

Allmann/Wiederanders to approve the following bills - General Fund - \$133,851.29, Capital Fund - \$773,783.95, Cable TV - \$5,221.63, TID #2 District - \$1,900.00, TID #4 District - \$385.00 and Solid Waste Enterprise-\$911.15 for a grand total of \$916,053.02. Roll call: All voted aye. Carried.

Ward/Avenson to approve consent agenda.

- a. Approval of 10/16/18 special and 10/16/18 regular Common Council minutes.
- b. Approval of following minutes:
 - (1) Finance/Purchasing & Building Committee- 10/9/18
 - (2) Parking & Traffic Committee-10/15/18
 - (3) City Plan Commission -10/17/18
 - (4) Ad Hoc West Waterfront Planning Committee-10/18/18
 - (5) Joint Park & Recreation Committee/Board-10/24/18
 - (6) Industrial Park Development Review Team-10/25/18
- c. Consideration of: Approval of beverage operator license.
- d. Parking & Traffic Committee recommendation re: Direct staff to seek legal counsel to create and ordinance to allow only trucks with a weight limit of no more than 9,000lbs. to travel through the downtown area.
- e. Parking & Traffic Committee recommendation re: Direct staff to place a 25mph speed limit sign between Maple St. and Oak St. on the west side of the street facing southbound traffic, and to place another 25 mph speed limit sign on Hudson St. between Spruce St. and Redwood St. on the east side of the street facing northbound traffic, with temporary flags.
- f. City Plan Commission recommendation re: Approve a zoning map amendment from Agricultural (A) to Single Family Residential (R-1) involving a 200' x 350' section of land at the southwest corner for Michael Anderson property(s) located at 1816,1824,1832, and 1842 Shiloh Rd.
- g. Park & Recreation Committee recommendation re: Write a letter of support for the Grand Traverse Islands National Park.

Carried.

There were no mayoral appointments

A public hearing regarding proposed zoning text amendments to Section 20.25 of the Municipal Code (Zoning Code) was opened at 7:14 p.m. The public hearing was declared closed at 7:15 p.m.

City Engineer Shefchik explained that this request from Sturgeon Bay Cold Storage is to align the driveway for easier semi-trailer access. The code currently limits the width to maximum of 35LF. The current driveway is 41LF the request is to widen by 10LF. Allmann/Ward to allow the driveway at 152 Jib Street to be widened 10LF to the east after receiving a driveway permit and copy of the paving contract that verifies the lot will be blacktopped within the 60 day requirement after the driveway is widened. Carried.

Hauser/Allmann to read in title only and adopt second reading of ordinance re: repeal and recreate Section 27.12(4)(b)(9) of the Municipal Code-Electronic variable message signs. Carried.

Catarozoli/Hauser to read in title only the first reading of ordinance re: rezone property from Agricultural (A) to Single Family Residential (R-1) for 1816,1824,1832,1842 Shiloh Rd. Carried.

Hauser/Catarozoli to read in title only the first reading of ordinance re: repeal and recreate Section 20.25 of the Municipal Code (Zoning Code). Carried.

Discussion took place regarding making the recommendation from the Ad Hoc West Waterfront Planning Committee broader to include design concepts.

Recommendation

We, the Ad Hoc West Waterfront Planning Committee, hereby recommend to move forward requesting proposals from 3-5 firms that are public relations, design firms, or other to provide a fixed price proposal **on design concepts and** to provide support on gathering public input on the redevelopment of the waterfront.

Ad Hoc West Waterfront Planning Committee

By: Laurel Hauser Co-Chairperson & David Schanock, Co-Chairperson

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

Avenson/Catarozoli to adopt the resolution declaring intent to discontinue use of the Waterfront Redevelopment Authority. Discussion took place regarding the existing agreements and responsibilities of the WRA that cannot be unilaterally changed. It was also discussed that if another Council choose to "reopen" the WRA it must be recreated per state statutes. Carried with Ward voting no.

Catarozoli/Avenson to remove from the table re: rescission of resolution requesting special legislation, as it pertains to the OHWM at 92 and 100 E. Maple Street. Carried.

Catarozoli/Avenson to adopt the rescission of resolution requesting special legislation, as it pertains to the OHWM on lot 92 and 100 East Maple Street and to direct Staff to immediately notify all political representatives including the Governor's office of such rescission. Carried with Ward voting no.

There were no items to be included in on future agendas.

City Administrator gave his report.

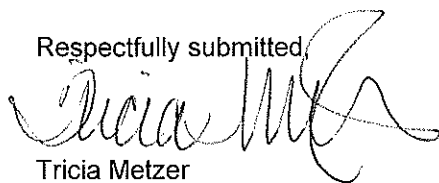
City Plan Commission member Hauser, Finance/Purchasing & Building Committee Chr. Ward, Park & Recreation Committee member Hayes presented reports for their respective committees/commissions.

The Mayor made his comments.

After the Mayor announced the statutory basis, Avenson/Catarozoli to convene in closed session in accordance with the following exemptions: Conferring with legal counsel for governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. Wis. Stat. 19.85(1)(g) 1.) Consideration of: Litigation with Sawyer Hotel Development, LLC. & 2.) Consideration of: Settlement agreement with friends of Sturgeon Bay Public Waterfront, Shawn m. Fairchild, Carri Andersson, Linda Cockburn, Russ Cockburn, Kathleen Finnerty and Christy Weber vs City of Sturgeon Bay and Waterfront Redevelopment Authority of the City of Sturgeon Bay. All voted aye. Carried.

The meeting moved to closed session at 8:49pm after a 5 minute recess and adjourned in closed session at 10:06pm.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Tricia Metzger". The signature is fluid and stylized, with a large initial "T" and "M".

Tricia Metzger
Receptionist

Special Common Council
November 7, 2018

A special meeting of the Common Council was called to order at 4:00 p.m. by Mayor Birmingham. Pledge of Allegiance was recited. Roll call: Catarozoli, Hayes, Ward, Avenson, Allmann, Wiederanders, and Hauser.

Ward/Allmann to adopt agenda. Carried.

The public hearing was opened at 4:02 p.m. and was declared closed at 4:03 p.m.

City Administrator VanLieshout reviewed the 2019 budget process and summarized the 2019 budget. Discussion took place regarding monitoring budget expenses, 2019 services, street infrastructure, and debt service.

RESOLUTION

WHEREAS, the Common Council is appropriating the necessary funds for the operation of the government of the City of Sturgeon Bay for the year 2019, and;

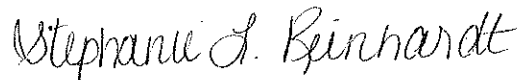
WHEREAS, the Common Council is adopting the 2019 Budget.

NOW, THEREFORE, BE IT RESOLVED, there is hereby levied a tax of \$7,857,225.61 on all taxable property within the City of Sturgeon Bay.

Ward/Wiederanders to adopt resolution. Carried.

Ward/Allmann to adjourn. Carried. The meeting adjourned at 4:11 p.m.

Respectfully submitted,



Stephanie L. Reinhardt
City Clerk/HR Director

AESTHETIC DESIGN & SITE PLAN REVIEW BOARD

Monday, October 22, 2018

The Aesthetic Design & Site Plan Review Board meeting was called to order at 6:03 p.m. by Chairman Mark Lake in the Council Chambers, City Hall, 421 Michigan St.

Roll call: Members Mark Lake, Dennis Statz, Josh Van Lieshout, Cindy Weber. Dave Auguston, Jon Burk, and Mark Struck were present.

Also present were Alderperson Kelly Avenson, Planning/Zoning Administrator Mr. Sullivan-Robinson and Assessing Dept. Clerk Peggy Tong. Mr. Schott entered shortly after the meeting started.

Adoption of agenda: Moved by Mr. Statz, seconded by Mr. Auguston to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from October 8, 2018.
4. Consideration of: Garage door additions for the Pool House Pavilion for Marina View Apartments, located at 235 Thorn Street.
5. Consideration of: Chairman approvals since October 8, 2018.
6. Adjourn.

All ayes, carried.

Approval of minutes from October 8, 2018: Moved by Mr. Van Lieshout, seconded by Mr. Auguston to approve the minutes as presented. All ayes, carried.

Consideration of: Garage door additions for the Pool House Pavilion for Marina View Apartments, located at 235 Thorn Street.

Alderperson Kelly Avenson spoke on behalf of her constituent that lives on the property adjacent to the pool building. According to her constituent, the addition of the garage doors has generated excessive noise in conjunction to the already noisy pickle ball court

Mr. Sullivan-Robinson explained originally Mr. Schott designed the building as a closed structure. The building was later redesigned as an open structure, which did not include the garage doors in the design. This building went through the Aesthetic Design and Site Plan Review Board and received an approval.

The doors were installed after the structure was approved for the open design. Since the original design did not include the doors, the Aesthetic Design and Site Plan Review Board, is required to review them.

The building inspector reviewed the doors; required revised state approved plans, and eventually approved the revision. If the board were to require fully enclosed building Mr. Scott would have to install a full mechanical ventilation system.

Mr. Schott 481 11th St, Marathon, Florida: questioned the validity of the noise complaint and whether this board was the appropriate channel for reviewing complaints. Mr. Lake explained one of the committee's purposes is to protect the wellbeing of residential uses from commercial development.

Mr. Schott explained that building permits were issued and everything had been approved. He questioned why he needed an additional approve after the fact. Ninety percent of the time the doors are open in the summer. The doors were added to protect the inside from debris, snow in the winter, and wind off the

channel. There is more noise emitted when the building is in use rather than when the building is empty and closed.

Mr. Van Lieshout asked why the gaps are incorporated in the design.

Mr. Sullivan-Robinson explained the gaps are specifically required by the state to meet venting regulations for the building. It was not designed to be completely closed and does not have any of the heating or ventilation equipment needed for that type of construction.

Moved by Mr. Van Lieshout, seconded by Mr. Statz to approve the garage doors and elevations as presented. All ayes, carried.

Consideration of: Chairman approvals since October 8, 2018. This was informational as requested by this committee. This is simply to let the committee know what projects had been approved by the chairman.

Adjourn Motion by Mr. Burk, seconded by Mr. Statz to adjourn the meeting. All ayes, carried. The meeting adjourned at 7:22 p.m.

Respectfully submitted,



Peggy J Tong
Assessment Clerk

FINANCE/PURCHASING & BUILDING COMMITTEE
October 30, 2018

A meeting of the Finance/Purchasing & Building Committee was called to order at 4:01 pm by Alderperson Allmann in the Council Chambers, City Hall. Roll call: Alderpersons Allmann and Wiederanders were present. Alderperson Ward was excused. Also present: City Administrator Van Lieshout, and Receptionist Metzger.

A motion was made by Alderperson Allmann, seconded by Alderperson Wiederanders to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Public comment on agenda items and other issues related to finance & purchasing.
4. Review bills.
5. Adjourn.

Carried.

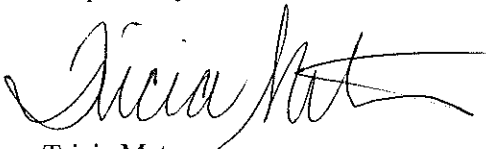
No one spoke during public comment on agenda items and other issues related to finance & purchasing.

Review bills

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

Moved by Alderperson Allmann, seconded by Wiederanders to adjourn. Carried. The meeting adjourned at 4:34 pm.

Respectfully submitted,



Tricia Metzger

CITY OF STURGEON BAY
INSPECTION DEPARTMENT

October 30, 2018

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

October-18	YEAR TO DATE		OCTOBER, 2018	YEAR TO DATE
2	8	ONE FAMILY DWELLINGS	460,000	1,702,825
0	0	TWO FAMILY DWELLINGS	-----	-----
2	6	MULTIPLE FAMILY DWELLINGS	1,217,700	4,783,643
0	11	MANUFACTURED HOME	-----	450,000
0	0	C.B.R.F.	-----	-----
0	3	RESIDENTIAL ADDITIONS	-----	71,500
7	50	RESIDENTIAL ALTERATIONS	69,500	765,361
0	2	RESIDENTIAL GARAGES/CARPORTS	-----	44,000
0	3	RESIDENTIAL GARAGE ADDITIONS & ALTERATIONS	-----	40,100
2	8	RESIDENTIAL STORAGE BUILDINGS	7,900	68,600
0	0	RESIDENTIAL SWIMMING POOLS	-----	-----
0	0	NON-RESIDENTIAL SWIMMING POOLS	-----	-----
0	2	NEW COMMERCIAL BUILDINGS	-----	2,591,500
3	7	NON-RESIDENTIAL GARAGES & STORAGE BUILDINGS	59,400	724,400
1	6	NON-RESIDENTIAL ADDITIONS	275,000	5,795,805
5	40	NON-RESIDENTIAL ALTERATIONS	245,165	5,702,007
0	0	MUNICIPAL BUILDINGS	-----	-----
0	0	WAREHOUSES	-----	-----
0	0	FACTORY & SHOP	-----	-----
0	1	COMMUNICATION TOWER	-----	10,000
0	0	SUBSTATION	-----	-----
0	0	AGRICULTURAL BUILDINGS	-----	-----
22	147	TOTAL ESTIMATED COST OF CONSTRUCTION	\$2,334,665	\$22,749,741
October, 2018	YEAR TO DATE	TOTAL PERMITS ISSUED	October, 2018	YEAR TO DATE
22	147	BUILDING PERMITS	5,841	40,375
18	157	ELECTRICAL PERMITS	2,554	17,094
10	121	PLUMBING PERMITS	315,400	329,595
4	58	HEATING PERMITS	643	11,096
3	102	SIGN PERMITS	90	3,210
4	11	MISCELLANEOUS PERMITS	175	675
0	0	SUMP PUMP PERMITS	-----	-----
0	0	ELECTRICIAN LICENSES	-----	-----
0	8	EARLY STARTS	-----	760
3	18	EROSION CONTROL	375	3,200
0	0	STATE PLAN APPROVALS	-----	-----
2	64	PARK & PLAYGROUND PAYMENTS	600	19,200
2	18	WISCONSIN PERMIT SEALS	70	630
0	4	ZONING BOARD OF APPEALS APPLICATIONS	-----	1,200
0	5	ZONING CHANGES/P.U.D. APPLICATIONS	-----	2,309
0	2	PLAN COMMISSION - CONDITIONAL USES	-----	600
3	6	CERTIFIED SURVEY MAP REVIEWS	250	420
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	-----	-----
5	48	COMMERCIAL OCCUPANCY FEES	1,050	4,500
0	0	PIER PERMIT	-----	-----
2	7	DEMOLITION	50	175
4	24	PLAN REVIEW FEE	1,625	8,650
		ADMIN FEE	671	4,663
		TOTAL RECEIPTS DEPOSITED WITH CITY TREASURER	\$329,394.00	\$448,352.00

Cheryl Nault
Building Inspection Dept.



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

STURGEON BAY FIRE DEPARTMENT OCTOBER 2018 FIRE REPORT

OCTOBER INCIDENTS: 90
YEAR TO DATE INCIDENTS: 1,089

INCIDENTS BY JURISTICTIION:

CITY - East Side: 63 Year to Date: 683

15 – Medical Incident, Non-Emergent
25 – Medical Incident, Emergent
07 – Alarm/Detector Activation, No Fire
01 – Smoke Scare/Odor of Smoke
02 – Public Service Assistance
01 – Arcing/Shorted Electrical Equipment
01 – Fire Investigation

CITY - West Side: 20 Year to Date: 278

06 – Medical Incident, Non-Emergent
10 – Medical Incident, Emergent
01 – Flammable/Combustible Spill or Leak

Town of Sevastopol: 01 Year to Date: 70

01 – Alarm/Detector Activation, No Fire

Town of Sturgeon Bay: 05 Year to Date: 42

01 – Medical Incident, Non-Emergent
02 – Medical Incident, Emergent

AVERAGE RESPONSE TIME:

EMERGENT: 3.7 NON-EMERGENT: 4.12

02 – Carbon Monoxide Incident
02 – Gas Leak
01 – Search for Person in Water
01 – Structure Fire
02 – Assist Police or Government Agency
02 – Vehicle Accident
01 – Unauthorized Burning

EMERGENT: 3.87 NON-EMERGENT: 4.04

01 – Smoke Scare/Odor of Smoke
01 – Vehicle Accident
01 – Alarm/Detector Activation, No Fire

EMERGENT: 10.05 NON-EMERGENT: N/A

EMERGENT: 7.22 NON-EMERGENT: 10.13

01 – Carbon Monoxide Incident
01 – Alarm/Detector Activation, No Fire

MUTUAL AID/MABAS INCIDENTS

Luxemburg: 0 Year to Date: 01

Southern Door: 0 Year to Date: 07

Brussels, Union, Gardner: 0 Year to Date: 06

Gibraltar: 0 Year to Date: 01

Jacksonport: 01 Year to Date: 01
01 – Vehicle Accident

INPECTION REPORT:

Inspections - City of Sturgeon Bay: 178 Inspections

Inspections – Town of Sevastopol: 39 Inspections

Inspections – Town of Sturgeon Bay: 01 Inspections

Inspections – Town of Jacksonport: 25 Inspections

153 Hours

28.42 Hours

2 Hours

12 Hours

SPECIAL REPORTS, ACTIVITIES AND REPAIRS

MAINTENANCE: Firefighters installed new Knox Box in all apparatus; cleaned and repaired ice machine; replaced 12 volt light switch on Brush 5; replaced brakes, brake relay and adjusted steer and rear axle on Engine 6; repaired wiring on Chief 11; worked on charging issue on Brush 8; repaired and winterized 23 foot Safe Boat; installed cabinets in trailer; hooked up furnace and new thermostats at Westside station; replaced auto eject on Brush 8.

TRAINING: 619.7 hours of training were conducted in October. Firefighters trained with ground ladders and Truck 2 aerial operations; Ice/Cold water rescue equipment; PT FF Jason Mann continued Entry Level Firefighter training at NWTC in Green Bay; Members of the Department completed Incident Safety Officer training; Chief Dietman attended a 6 day Safety Program Operations training at the National Fire Academy; AC Montevideo, Lt Austad & FF Writt participated in Active Shooter/Hostile Event Command and Control training ; PT FF Coyer & Kaster began Firefighter 1 Certification training at NWTC in Green Bay; on-duty firefighters participated in two auto extrication demos (evaluating two different vehicle extrication tools).

OTHER: Fire Chief and AC attended City and other Town meetings; installed three (3) car seats; conducted multiple station tours; presented Fire Safety Presentations and Hands-on Fire Extinguisher Demos for diesel mechanic students at NWTC and employees of Cadence. Fire Safety Presentations were conducted for students at Sunset School and Head Start. We also held our annual "Firefighter of the Day" at the Eastside Station. Our firefighters also participated in the YMCA Health Fair and Halloween Party; Homecoming Parade for Sturgeon Bay High School and Thrills on Third; stood by for Sturgeon Bay and Sevastopol Homecoming Bonfire.



STURGEON BAY POLICE DEPARTMENT



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

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

From: Captain Daniel J. Brinkman

Subject: Monthly Report for October, 2018

Date: November 6, 2018

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

Crimes Investigated

The Department, during the month, investigated a total of 48 crimes.

These crimes can be broken down and classified as follows.

Battery.....	02
Bail Jump.....	03
Burglary.....	01
Disorderly Conduct.....	07
Death Investigation.....	01
Possess Controlled Substance.....	07
Fraud / Forgery.....	08
Domestic Abuse.....	02
Theft.....	10
Criminal Damage to Property.....	03
Threats to Injure.....	01
Sex Offense.....	01
Violate Court Order.....	01
Identity Theft.....	01
TOTAL 48	

The above crimes resulted in the loss of \$1,920 to the community, of which \$0 has been recovered.

Arrests

The Department completed a total of 122 arrests during the month. These arrests encompass violations from traffic to felony, and are listed below by type of violations and number of arrests for each category.

A. Felony Crime Arrest

Arson.....	01
Sexual Assault of Child.....	01
Bail Jump.....	01
Possess Controlled Substance.....	01
Fraud.....	01
TOTAL	05

B. Misdemeanor Crime Arrests

Disorderly Conduct.....	03
Violate Court Order.....	01
Bail Jump.....	03
Possess Controlled Substance.....	01
Burglary.....	04
Criminal Damage to Property.....	04
Obstruct/Resist Officer.....	01
Interfere w/Child Custody.....	01
Retail Theft.....	02
Battery.....	01
TOTAL	21

Wisconsin Probation & Parole Arrests / Warrant Arrests	09
TOTAL	09

C. Ordinance Violation Arrests

Retail Theft	01
Possess Marijuana.....	03
Possess Drug Paraphernalia	03
Underage Possession of Tobacco	02
Habitually Truant Student.....	02
Storage of Junk on Property.....	01
Trespass to Land.....	01
TOTAL	13

D. Traffic Crime Arrests

Operate Motor Vehicle while Intoxicated.....	02
Operate Motor Vehicle while Revoked.....	02
Operate Motor Vehicle w/o Valid License	01
Fail to Install Ignition Interlock Device	01
TOTAL	06

E. Traffic Violation Arrests

Operate Motor Vehicle while Intoxicated.....	02
Speeding.....	21
Registration Cancelled/Suspended.....	03
Operate Motor Vehicle w/o Insurance.....	03
Operate Motor Vehicle while Suspended.....	03
Mandatory Seatbelt Violation.....	02
No Valid License.....	03
Miscellaneous Violations.....	34
TOTAL	68

In addition to the preceding arrests, the Department conducted a total of 174 traffic stops during the month and logged 50 violations for various motor vehicle defects and local ordinances and issued 46 written warnings for those violations. A total of 0 parking tickets were issued for parking violations throughout the city.

Traffic Accidents

The Department during the month investigated a total of 14 vehicle accidents. These accidents are categorized into four types.

A.	Motor Vehicle Accidents Involving Fatalities	00
B.	Motor Vehicle Accidents Involving Injuries	03
C.	Motor Vehicle Accidents Involving Property Damage	11
	(greater than \$1,000.00)	
D.	Motor Vehicle Accidents Involving Property Damage	00
	(less than \$1,000.00)	TOTAL 14

Police Service Calls

Department members handled 395 service calls during the month. These calls consist of both citizen requests for police service as described below (324), crimes investigated (48), traffic accidents investigated (14), and Wisconsin Probation and Parole Assists (09).

A.	Traffic and Road Incidents	71
----	----------------------------------	----

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

B.	Noise Complaints	03
----	------------------------	----

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

C.	Sick and Injured Persons	08
----	--------------------------------	----

Assistance rendered to the Ambulance Service and sick or injured persons.

D.	Alarms	19
----	--------------	----

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

E.	Complaints Involving Animals	26
----	------------------------------------	----

Investigations by officers of noisy animals, loose animals, animal bites, wild animals and sick, injured or dead animal complaints.

F.	Civil Disputes	05
----	----------------------	----

Arguments between neighbors, landlords and tenants, and family members where no crimes have been committed.

G. Escorts	04
Transporting citizens, money escorts for area financial institutions, funerals, and for area industry and farming.	
H. Citizen Assist.....	28
This category is broad and involves such services as assistance in gas drive-off, emergency notifications, attempts to locate people, retrieval of personal property, and vehicle registration assistance.	
I. Assistance Rendered to Other Agencies	07
Includes assistance to other law enforcement and government agencies.	
J. Suspicious Person / Vehicle / Circumstance.....	22
Involves both citizen complaints and observations by officers on patrol who took investigative action in regard to the suspicious behavior of vehicles and people.	
K. Self-Initiated Field Activity.....	36
All initiated activity by the officer to include, but not limited to, routine security checks of area industries, businesses, city parks, residences, and compliance checks of local liquor establishments.	
L. Juvenile Problems.....	09
Requests for police service that strictly involve property calls and all unfounded calls for police service. The calls vary from mischief to family problems to runaway situations.	
M. Miscellaneous Incidents	63
Includes arrest warrants served, recovered property calls, and all unfounded calls for police service. This category includes 9-1-1 calls investigated by Department members during the month.	
N. Welfare Checks	23
Includes calls to check on the well-being of a person who has not been heard from or seen for a period of time by family, friends, neighbors, or employers.	

TOTAL 324

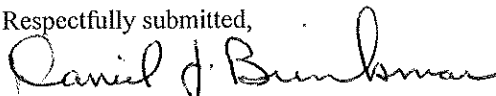
Department Training

The joint dive team and SWAT conducted their monthly training session. One officer completed an advanced 24 hour course on Active Shooter Incident Management; one officer completed a 16 hour course on Best Practices in Investigating Sexual Assaults and one officer became a certified TRACS administrator.

Education

Officer Chad Mielke spoke to 20 Door County librarians on Cyber Security and 20 members from Sturgeon Bay Rotary on Digital Forensics and ICAC trends in Wisconsin. Captain Dan Brinkman presented Civilian Response to Active Shooter Events to employees at the Animal Clinic of Sturgeon Bay.

Respectfully submitted,



Captain Daniel J. Brinkman

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

We, the Finance/Purchasing & Building Committee, hereby recommend to waive the on street winter parking permit fee for Rose Wodack, located at 421 North 4th Avenue in the amount of \$55.00 based on geographical and financial hardships.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: David Ward, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: November 13, 2018

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2018.

Finance Committee

Nov 7, 2018

I would like to ask again
for a winter parking permit
for 2018-2019 to park on street
in front of my house. I've had one
since 2015 at no cost, also I've
a small driveway.

Fose Wolark

WINTER PARKING PERMITS PROCEDURE

Done when a resident requests to park on the street during the winter months (December 1 – April 1) due to lack of parking in driveway or garage. Have applicant fill out all information on the Request for On-Street Winter Parking Permit.

Give the application to the Municipal Services Director to visually check the premises. Winter parking permits are approved if there are insufficient or no on-site parking spaces available. Note: if the applicant received a permit the previous year, it can be approved without the director's approval.

After the Municipal Services Director approves the application, fill out the City of Sturgeon Bay Street Alternating Parking Permit:

Check the zoning code for required spaces in case of a business, apartment building or bed and breakfast.

When approved, the resident receives the Parking Permit Card. Make sure you fill in the expiration date on the card (04-01 of the current winter season). Also include the car model and license plate number on the permit. Include a letter telling them where to place the card in their vehicle and an explanation of how the alternate nightly parking works (see sample letter).

Once this procedure is done, the information is entered on a spreadsheet (kept on the computer under the P Drive/CityHall/Winter Parking Permits).

City of Sturgeon Bay
Request for On-Street Winter Parking Permit

Name: _____

Address: _____

Telephone Number: Home: _____ Work: _____

Year and Make of Vehicle: _____

Vehicle License Plate Number: _____ Color: _____

Number of vehicles at your residence: _____ Is this for an apartment? _____

What parking is available to you? _____

Explanation of Need for Parking Permit:

Have You Received a On-Street Parking Permit Before?: **YES** **NO** If So, When?: _____

Signature of Applicant: _____ Date: _____

By signing above, I understand that my vehicle may become plowed in during snowfall cleanup, and that it is my responsibility to cleanup and get my vehicle out.

Department of Public Works

Date

\$55 for the season (December 1st—April 1st)

OR \$28.00 per month

For Office Only

APPROVED

DENIED

7.09 - Residential parking permit zone.

- (1) *Boundaries.* The following area is declared a residential parking permit zone wherein vehicles that are granted a residential parking permit may exercise the rights of such residential parking permit:

An area bounded by Third Avenue on the West, Florida Street on the North, Iowa Street on the South, and North Seventh Avenue on the East. The area shall include the East side of North Third Avenue between Florida Street and Iowa Street and the East and West sides of North Seventh Avenue from Florida Street to Iowa Street and the North and South sides of Florida and Iowa Streets.

- (2) *Eligibility for residential parking permits.* Residents of streets within the residential parking permit zone who meet the following qualifications may be eligible for a city residential parking permit:

- (a) The applicant shall have no outstanding parking tickets;
- (b) The applicant has a parking time zone established for the side of the street on which he/she resides;
- (c) The applicant provides a valid operator's license, motor vehicle registration and current lease or evidence of occupancy which contains the address for which the permit is requested, within the requested permit block;
- (d) Only one residential parking permit shall be granted for each licensed driver of a dwelling;
- (e) One residential parking permit may be granted for each licensed driver of a multiple dwelling structure;
- (f) The applicant shall complete an application on a form provided by the city and submit such application to the city police department.

- (3) *Review and issuance of permits.* The city police chief or his designee shall review application materials and, if appropriate, issue residential parking permits at a fee established by the common council, to the owner or operator of a motor vehicle who resides in the residential parking permit zone and meets the qualifications of eligibility for such permit. Each permit shall be valid indefinitely unless it becomes void as provided herein. Permits shall automatically be void if the owner or operator of the motor vehicle removes his or her place of residence to an area of the city which is not contained within the designated residential parking permit zone or outside of the city.

- (4) *Valid permit use.* A residential parking permit is valid only when visibly and properly displayed on the left side (driver's side) of the vehicle in the rear most (side window) location. The permit is valid only on the block for which it is issued, and only upon the vehicle for which it was issued.

- (5) *Authorized parking under residential parking permit.* The holder of a residential parking permit with the permit properly affixed to a vehicle registered within that residential parking permit zone shall be authorized to park on the street in the residential parking permit zone during the time period when a parking limitation is in effect, typically during the time period from 7:00 a.m. to 6:00 p.m. Other vehicles in that same zone which do not have a residential parking permit must obey the time restrictions of such zone.

The residential parking permit does not guarantee or reserve to the holder a parking space. Once a parking space is occupied by the holder of such permit, the vehicle may remain at that location beyond the posted time limit.

A residential parking permit does not authorize the holder to park a motor vehicle or let it stand in such locations or at such times as when the stopping, standing or parking of a motor vehicle is prohibited in its entirety or when such area is set aside for specified types of vehicles.

A residential parking permit does not replace a winter parking permit, and does not authorize overnight parking.

The holder of a residential parking permit may not store a vehicle upon a city street for more than 48 hours.

(6) *Transfer, violations and revocation of residential parking permits.*

(a) Only the registered vehicle designated on the permit application shall be eligible for exercise of the privileges afforded under a residential parking permit. Any transfer of such permit without the permission of the police chief or his designee to a motor vehicle other than the one described in the permit application shall constitute a violation and render the permit void. Transfers may be approved upon evidence that the vehicle for which the permit was issued has been abandoned, sold or otherwise transferred to a third party or no longer operable.

(b) Revocation. The police department is authorized and directed to revoke the residential parking permit of any permit holder found to be in violation of this section; and upon written notification thereof, the permit holder shall surrender such permit to the police department. Failure, when so requested to surrender a revoked residential parking permit, shall constitute a violation of this section.

(7) *Penalty.* Any person who shall violate any provision of this residential parking permit section shall, upon conviction, be required to pay forfeiture of up to \$500.00.

(Ord. No. 1339-0917, § 3, 9-19-17)

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to accept the bid from Ferrara Fire Apparatus, as stated below in the amount of \$1,168,854.00 and declare the 1997 Spartan 3D engine w/1500 gpm pump and the 2001 Spartan ALF engine w/1500 gpm pump surplus both with excess equipment, and allow the use of the sale proceeds to be used on the purchase price and on a radio, tools and other required equipment to outfit the new units in an amount not to exceed the net amount of \$1,010,000.00 as allocated in the 2019 capital budget.

FERRARA FIRE APPARATUS: \$1,229,966.00

Meets all specifications

Accept option #3 Pre-con trip

Accept option #4 AMKUS tools

Accept Addendum reductions/changes

Total options/revisions

-\$24,028.00

Pre-pay discount

-\$37,084.00

TOTAL w/options/revisions, 2 engines

\$1,168,854.00

PRE-PAY OPTION 01/01/2019

(\$1,000,000.00)

Balance due upon delivery

\$168,854.00

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: David Ward, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: November 13, 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: Replacement/Bids of Sturgeon Bay Fire Dept. Engine 4 & 6

BACKGROUND: Request for bids to replace Engine 4, a 2001 American LaFrance and Engine 6, a 1997 3D was advertised in accordance with the City of Sturgeon Bay Purchasing Policy. Three (3) bids were sent out with three (3) being returned. The bid specifications included a custom rescue pumper with a 2000gpm pump and a 1000 gallon tank and some of the equipment to make the unit ready for service.

Utilizing a pre-pay option offered by the bidder for 2 engines will create a \$37,084.00 savings on the trucks and receiving a \$6,000 discount for purchasing a second engine at the same time, and accepting reductions and alterations to the original bid will allow us to fall within the 2019 capital budget. Remaining funds can be used to install upgraded equipment on the truck and inspection trips to the factory.

The Fire Department is looking to use the proceeds from the sale of units 4 & 6 to outfit the new units with a radio's, tools, and other required make-ready equipment which will be installed either in house or contracted locally. Funds expended on the truck and equipment will not exceed the net budgeted amount of \$1,010,000.00.

Full bid packets and information can be viewed by contacting Chief Dietman.

BIDS RECIEVED:

CUSTOM FAB & BODY

Does not meet primary requirement, bid rejected

FERRARA FIRE APPARATUS: **\$1,229,966.00**

Meets all specifications

Accept Option #3 Pre-con trip

Accept Option #4 AMKUS tools

Accept Addendum reductions/changes

Total options/revisions **-\$24,028.00**

Pre-Pay discount **-\$37,084.00**

TOTAL w/options/revisions, 2 Engines **\$1,168,854.00**

PRE-PAY OPTION 01/01/2019 (\$1,000,000.00)

Balance Upon delivery **\$168,854.00**

Bid received meets the specifications and is within budget

TOTAL BUILD TIME: 240 calendar days from preconstruction acceptance

PIERCE FIRE APPARATUS: \$1,214,074.00

Does not meet specifications

Total options/revisions/prepay -\$42,264.00

TOTAL w/options/revisions, 2 Engines \$1,171,810.00

FISCAL IMPACT: \$1,150,000.00 has been included in the Fire Department's 2019 Capital Budget for the two (2) engines, as well as \$140,000.00 trade in value for a net budget amount of \$1,010,000.00.

RECOMMENDATION: Accept the Bid from FERRARA FIRE APPARATUS as listed above in the amount of \$1,168,854.00 and declare the 1997 Spartan 3D engine w/1500 gpm pump and the 2001 Spartan ALF engine w/1500 gpm pump surplus both with excess equipment, and allow the use of the sale proceeds to be used to purchase a radio, tools and other required equipment to outfit the new unit in an amount not to exceed the net amount of \$1,010,000.00 as allocated in the 2019 capital budget.

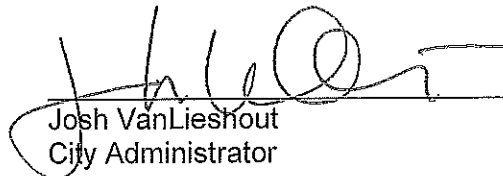
PREPARED BY:



Tim Dietman
Fire Chief

11/08/2018
Date

REVIEWED BY:



Josh VanLieshout
City Administrator

11/8/18
Date

ORDINANCE NO. _____

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

SECTION 1: The following described property is hereby rezoned from Agricultural (A) to
Single-Family Residential (R-1):

A parcel of land located in Subdivision 83, also known as the NE $\frac{1}{4}$ of the NW
 $\frac{1}{4}$ of Section 20, Township 27 North, Range 26 East, City of Sturgeon Bay,
Wisconsin. Bounded and described as follows:

Commencing at the North $\frac{1}{4}$ Corner of said Section 20-27-26, said corner also
known as the NE corner of Subdivision 83; thence S. $00^{\circ}05'16''$ E., 1321.74
feet along the east line of said Subdivision 83 (NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section
20-27-26) to the SE corner of said Subdivision 83 (NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of
Section 20-27-26); thence N. $89^{\circ}47'36''$ W., 1113.23 feet along the south line
of said Subdivision 83 (NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20-27-26) to the point of
beginning of lands to be described; thence continue N. $89^{\circ}47'36''$ W., 200.00
feet along said south line to the SW corner of said Subdivision 83 (NE $\frac{1}{4}$ of the
NW $\frac{1}{4}$ of Section 20-27-26), said corner being on the centerline of Shiloh
Road; thence N. $00^{\circ}05'33''$ W., 350.00 feet along the west line of said
Subdivision 83 (NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20-27-26) (centerline of Shiloh
Road); thence N. $89^{\circ}54'27''$ E., 200.00 feet; thence S. $00^{\circ}05'33''$ E., 351.04
feet to the point of beginning.

Said parcel contains 70,104 square feet (1.61 acres) and is subject to the
rights of the public over the westerly 33 feet of said parcel for the right of way
of Shiloh Road. Said parcel is subject to and benefited by a perpetual, non-
exclusive easement for ingress, egress and utilities over the southerly 20 feet
of said parcel, per Document No 808133, Door County Records.

Property Address: 1816, 1824, 1832, and 1842 Shiloh Rd; Tax Parcel #281-
64-83000100

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

Approved:

Thad Birmingham
Mayor

Attest:

Stephanie Reinhardt
City Clerk

ORDINANCE NO. _____

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

SECTION 1: Section 20.25 of Municipal Code (Zoning Code) is hereby repealed and recreated as follows:

(1) The city plan commission may, after a review and public hearing, authorize the issuance of a conditional use permit for conditional uses specified for each district, provided such uses are in accordance with the purpose and intent of this chapter. Whenever a conditional use permit is requested and the required public hearing is scheduled and noticed by city as a class 2 notice, the city shall give notice, by regular mail, of the proposed conditional use to all property owners whose property lies within 300 feet measured in a straight line from the exterior boundary of the property subject to the proposed conditional use permit. Said notice shall be mailed at least ten days prior to the hearing; however failure of a neighboring property owner to receive such mailed notice shall not invalidate a public hearing. If action is delayed more than 120 days from the date of public hearing, a new public hearing shall take place. The common-council plan commission may grant up to a 60-day extension if warranted by extenuating circumstances. In addition to the notification requirements listed above, applicant shall post signage visible to every facing street at least ten days prior to the hearing. The signage shall identify the property as being the subject of a public hearing and identify the appropriate city office that may be contacted for information.

(2) Applications for a conditional use permit shall be filled out at the zoning submitted to the community development department on a form provided by the inspector zoning administrator and reviewed by staff. Applications shall contain:

(a) A full legal description, and property map, and ~~shall be accompanied by~~

(b) A plan showing the location, size and shape of the lot(s) involved and of any proposed structures, and the existing and proposed use of each structure and lot.

(c) A written description of the proposed conditional use describing the type of activities, buildings, and structures involved in the use.

(d) Written statements showing how the proposed conditional use meets the general standards for conditional uses (sub. 4) and any specific requirements for a particular use.

After review by staff, an application deemed complete shall be placed on the appropriate city plan commission agenda for review, ~~and request shall be posted by city on public access television.~~

(3) The city plan commission shall review, as appropriate, the proposed site and operation, existing and proposed structures, architectural plans, neighboring uses, parking areas, driveway locations, highway access, traffic generation and circulation, drainage, sewerage and water systems and whether the proposed project will adversely affect property values in the neighboring area.

(4) A conditional use permit may only be issued by the plan commission upon making a finding that:

(a) The establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, ~~comfort~~ or general welfare.

(b) The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted nor substantially diminish and impair property values within the surrounding area.

(c) The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

(d) Adequate utilities, access roads, drainage, and/or other necessary facilities exist or will be provided to serve the conditional use.

(e) Adequate measures will be taken to provide ingress and egress so designed as to minimize traffic congestion on the public streets.

(f) The conditional use shall in all other respects conform to the applicable regulations of the district in which it is located ~~and the plan commission shall find that there is a public necessity for the conditional use.~~

(5) Conditions related to landscaping, architectural design, type of construction, construction commencement and completion dates, permit duration, sureties, lighting, fencing, operational control, hours of operation, traffic circulation, deed restrictions, access restrictions, increased yards, and parking requirements may be required by the city plan commission upon its finding that such conditions are necessary to fulfill the purposes and intent of this chapter. Any conditions imposed must be reasonable, and the extent practicable, measurable. Such conditions shall be based on substantial evidence.

(6) Conditional uses shall comply with all other provisions of this chapter such as lot width and area, yards, height, parking and loading.

(7) Any conditional use granted by the city plan commission shall terminate unless initiated within 365 days of date of decision by the city plan commission. A conditional use shall be operational within 730 days of its approval by the plan commission. Failure to initiate the

development within 365 days and/or begin operations within 730 days shall automatically constitute a revocation of the conditional use. An applicant may request that the plan commission approve an extension for justifiable reasons.

(8) Once granted, a conditional use permit shall remain in effect as long as the conditions upon which the permit was issued and the requirements of this ordinance are followed. Unless a specific duration is included in a conditional use permit, a conditional use permit shall automatically expire if the conditional use changes to a permitted use not requiring a conditional use permit or if the conditional use is discontinued or ceases to exist for a continuous period of at least 365 days for any reason.

(9) If an application for a conditional use permit is denied, a new application for the same conditional use will not be considered by the plan commission for a period of 12 months from the date of denial, except on grounds of new evidence as determined by the zoning administrator.

SECTION 2: The ordinance shall take affect the day after its publication.

Approved:

Thad Birmingham
Mayor

Attest:

Stephanie L. Reinhardt
City Clerk

REQUEST FOR PLACEMENT OF AGENDA ITEM

DATE OF REQUEST: 11/14/2018

FROM: Alderwoman Catanzoli & Ald. Barb Allman

Please place the following item on the agenda:

Consideration of: ^{Resolution} ~~Recommendation~~ ^{K.C.} from Historic Preservation Commission to council on Oct. 30, 2017.

Background Information: Due to the extreme time pressure of the race order, we feel this recommendation wasn't allowed to be properly vetted and explored by council. That situation has changed, and the granary's generous donation still exist. It would be appropriate to take this matter up to ensure we have given it proper consideration.

Desired Action: Approve the recommendation and work with the Sturgeon Bay Historical Society to restore the Historic Grain Elevator.

- * Include full recommendation from H.P.C.
- * Include letter from DC Community Foundation

CITY OF STURGEON BAY HISTORIC PRESERVATION COMMISSION

Resolution to Save the Historic 1901 Teweles and Brandeis Granary

Resolution No. 1-2017

WHEREAS, the City of Sturgeon Bay is the owner of property at 92 East Maple Street on the West Waterfront of Sturgeon Bay containing the historic 1901 Teweles and Brandeis grain elevator known as the Granary;

AND WHEREAS many citizens consider the Granary a valuable, important and unique asset of the community and have expended time and funds directly and through business or non-profit ventures to incorporate the Granary in future commercial plans and public space plans for the west side waterfront;

AND WHEREAS on August 18, 2017, the Granary was officially listed on the Wisconsin Registry of Historic Places as defined under Wis. Stats. §44.31 and further was recommended to be listed on the National Registry of Historic Places and further according to the Wisconsin Historical Society, "The Teweles and Brandeis grain elevator is an excellent, highly intact example of a grain processing and storage building of a type that was once frequently encountered in communities in Wisconsin and in many other Midwestern states....It is now the only surviving historic resource in the city that can attest to the city's historically important role in agriculture production in Door County.";

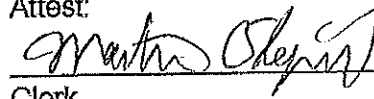
AND WHEREAS the City of Sturgeon Bay's Comprehensive Plan, adopted in 2010, states, "Cultural resources encompass historic buildings or structures and archeological sites, as well as institutions and organizations which contribute to the cultural or artistic life of the community. Cultural resources help to provide the City of Sturgeon Bay with a sense of heritage, identity, and civic pride...and can also provide economic development opportunities for the City and its residents. For these reasons, it is important to identify historical and cultural sites in the City of Sturgeon Bay." The Plan lists only five overall goals and one of the five is: "*Seek preservation and maintain the abundant natural and historic resources within and surrounding the City*";

AND WHEREAS the Historic Preservation Commission of the City of Sturgeon Bay believes the Granary is of special historical significance and seeks under its authority to safeguard the city's historic and cultural heritage as embodied and reflected in the historic 1901 Teweles and Brandeis Granary on the west side waterfront, and for the Granary to help foster civic pride in the notable accomplishments of Sturgeon Bay's agricultural past, and for the Granary to protect and strengthen the city's attractiveness to residents, tourists and visitors thus serving as a support and stimulus to business and industry;

NOW THEREFORE, BE IT RESOLVED by the Historic Preservation Commission that the Commission requests the City of Sturgeon Bay, its Common Council to make every diligent effort to safely stabilize, save and restore the Historic Granary utilizing private funds from the Sturgeon Bay Historical Society and Door County Community Foundation, and further, to support the request of the Sturgeon Bay Historical Society for an 18-month period during which the Grain Elevator would remain protected from demolition, for the Sturgeon Bay Historical Society to solidify and present a community-devised plan.

This resolution was adopted at a regular meeting of the Sturgeon Bay Historic Preservation Commission this 30 day of October 2017.

Attest:



Clerk

Historic Preservation Commission



Door County
Community
Foundation, Inc.

October 25, 2017

COPY

Board of Directors

Polly Alberts
Chair

Marcia Smith
Vice Chair

Dick Egan
Secretary

Richard Häuser
Treasurer

Dave Elliot
Past Chairman

Jacinda Duffin

Michael Felhofer

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Sally O'Brien

Patrick O'Hern

Jeff Ottum

Grace Rossman

Nancy Sargent

Glenn Timmerman

Bret N. Bicoy
President & CEO

The Honorable Thad Birmingham
City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI 54235

Dear Mayor Birmingham,

A generous family in Door County is prepared to guarantee that up to \$1.25 million will be available for the repair, restoration, and future maintenance of the Teweles and Brandeis Grain Elevator at its current location. The Door County Community Foundation, Inc. will be the conduit for this contribution.

The family requests that the City of Sturgeon Bay work collaboratively with the newly formed Sturgeon Bay Historical Society to develop a shared vision for the use of this property for the public's benefit. It is the family's hope that a truly collaborative vision will inspire others in the community to step forward and make their own contribution to this effort.

Regardless of the amount ultimately raised, the family is prepared to contribute whatever amount is necessary to bring the campaign total to \$1.25 million (exclusive of any campaign expenses), subject to final terms to be worked out once your collaborative vision has been articulated.

We hope the people of our community will use this generous contribution as an opportunity to work together for a better future for us all:

Warm regards,

Bret N. Bicoy

cc: Josh VanLieshout
Sturgeon Bay Historical Society

HISTORIC PRESERVATION COMMISSION
Monday, October 30, 2017

A meeting of the Historic Preservation Commission was called to order by Chairperson Dennis Statz at 7:03 p.m. in Council Chambers, City Hall, 421 Michigan Street.

Members Dennis Statz, Eric Paulsen, Barb Allmann, City Engineer Chad Shefchik, Dave Augustson, Mr. Van Lieshout and Mark Schuster were present.

Also present were Planner/Zoning Administrator Christopher Sullivan-Robinson, Community Development Director Marty Olejniczak and Assessing Technician Peggy Tong, various members of the public.

Adoption of agenda: Moved by Mr. Shefchik, seconded by Ms. Allman to adopt the following agenda:

- 1.Roll call.
- 2.Adoption of agenda.
- 3.Consideration of: Roles and Responsibilities of the Commission.
- 4.Consideration of: Information Regarding Teweles & Brandeis Grain, Elevator, 92 E. Maple St.
5. Consideration of: Future Initiatives/Tasks for the Commission.
- 6.Election of officers.
- 7.Adjourn.

Carried.

Consideration of: Roles and Responsibilities of the Commission: Mr. Statz went over the basics about the roles and responsibilities of the Historic Preservation Commission. Mr. Olejniczak added the Commission can recommend historic preservation districts or individual sites or recommend removal of sites. The Commission also reviews and approves exterior alterations of buildings in the Third Avenue Historic Preservation District based upon design guidelines developed by the Commission. The Commission may create an historic preservation plan and educational materials. The full list of powers and duties, along with procedures, are contained in the Historic Preservation code. The Council has the final say.

The members discussed updating the survey of historic buildings that was originally completed in the 1980's. They also discussed the procedures for nominating districts. No motions were made.

Consideration of: Information Regarding Teweles & Brandeis Grain, Elevator, 92 E. Maple St.: A presentation regarding the history and including status of the grain elevator was given by the Sturgeon Bay Historical Society Inc. and others. Laura Kayacan, Claire Morkin, George Evenson, Shawn Fairchild and Kelly Avenson. Several other citizens also spoke in favor of preserving the grain elevator.

A resolution to save the Historic 1901 Tewel and Brandeise Granary was presented to the Commission by the Sturgeon Bay Historical Society Inc. The resolution requests the City and the Common Council to make every effort to stabilize, save and restore the granary using private funds.

Moved by Ms. Allman, seconded by Mr. Paulsen to adopt the resolution brought by the Sturgeon Bay Historical Society Inc. and forward to the Council. Vote was taken with five ayes and one nay (Augustson). Carried.

Mr. Statz requested that there be a future agenda item to consider applying the Historic Preservation Code to the grain elevator.

Consideration of: Future Initiatives/Tasks for the Commission. Discussion was held regarding possible initiatives for the Commission. Mr. Statz suggested updating the historic survey and working on a West Side Historic Preservation District. Ms. Allmann mentioned a trolley tour of historic sites as an idea. It was also mentioned that the self-guided walking tour brochure could be updated.

Election of officers: Mr. Statz opened nominations for Chairman and Vice-Chairman. Mr. Paulsen nominated Mr. Statz for chairman, with a second by Ms. Allman. All ayes carried. Mr. Statz nominated Mr. Schuster for vice-chairman, seconded by Ms. Allman. All ayes. Carried.

Adjourn: Moved by Mr. Paulsen, seconded by Mr. Statz to adjourn. All Ayes. Carried. Meeting adjourned at 7:30 p.m.

Respectfully submitted

Peggy J Tong
Assessment Clerk

REQUEST FOR PLACEMENT OF AGENDA ITEM**DATE OF REQUEST:** 11/14/2018**FROM:** Alderson Arenson, Ald. Catarzoli**Please place the following item on the agenda:**

Consideration of: Request relocation of Historic Grain Elevator to be restored on its original location & existing foundation/pilings at no cost to taxpayers.

Background Information: The Teweler & Brandeis grain elevator has been placed on the National Register of Historic Places. To best ensure it can remain on the register, restoring it at its original location is desired. Additional factors warrant this consideration as well.

Desired Action: Approve a request to allow the Sturgeon Bay Historical Society to move the grain elevator back to the west side to be restored on its original pilings. This should be subject to a successful execution of a lakebed lease from the BCPL. Approval of relocation should include directive to request such lakebed lease.

Executive Summary
Request to Relocate Grain Elevator to Original Location
November 15, 2018

Background: Alderwomen Catarozoli and Avenson have requested consideration of "Request relocation of historic grain elevator to be restored on its original location & existing foundation/pilings at no cost to taxpayers." They desire to "approve a request to allow the Sturgeon Bay Historical Society to move the grain elevator back to the west side to be restored on its original pilings" subject to a lakebed lease.

Considerations: Some of the issues that the Council should consider in its deliberations are described below. This list is not meant to be exhaustive.

- Specifics of the request from SBHS. Staff has not seen a request from the Sturgeon Bay Historical Society. It would be beneficial to have that entity submit a request in writing to better understand the circumstances behind it and to find out their timeframe and whether they have engineering/architectural plans.
- Site ownership. The Council should find out if SBHS is looking to purchase property or lease the site from the City. If SBHS intends to own the property, the site will need to include land above the ordinary high water mark to ensure they are the riparian owner. This will be difficult to accomplish without the DNR's decision on the location of the OHWM. In addition, the property that the grain elevator formerly stood on is currently restricted by an injunction, which further complicates the issue.
- Use. To understand the impact of relocating the structure, it is vital to know the planned use. Will it be an unoccupied landmark structure or occupied with a new use(s)? The City will want to make sure the new use(s) can mesh with the rest of the subject area and applicable zoning and land use rules.
- Status of the previous temporary use. The City approved a one-year temporary use to allow SBHS to work with Shipyard Partners on restoration of the building at its current location on First Ave. That property owner agreed to allow it to be stored there while a plan was worked on for rehab and reuse. It would be good to know if the property owner is no longer allowing it to be stored there or whether SBHS no longer considers that site to be a viable option. Also, if there are any deadlines to remove the grain elevator from that site.
- Status of historic designation. Obviously, the SBHS would like the structure to retain its historic landmark designation. So it would be useful to know how critical the original site is for the building to retain its historic landmark designation. Can it be restored elsewhere on the waterfront property or even on different property altogether and still remain as an historic structure?

- Engineering. One practical issue is the cost and feasibility of reusing the old pilings. Perhaps there are challenges to putting the building back onto the old pilings. Is there a significant cost savings to reuse those pilings versus establishing a new foundation? Given that the building will no longer be storing grain, perhaps pilings aren't even necessary to support the building.
- Floodplain. The original footprint is within the regulated floodplain. The building owner will need a plan to address the flood-proofing requirements to be in compliance with the floodplain development regulations.
- Utilities. If SBHS intends to have sanitary sewer and water connections to the building, it would be nice to try to take advantage of existing laterals that were recently stubbed in. This again relates to how much flexibility there is for the location of the building on the site.
- Land area required. The footprint of the grain elevator is only about 40' x 50', but it is unclear additional space is needed. If additions to the original footprint are planned, then there needs to be discussion on the ultimate size of the footprint and the direction from the original footprint.
- Ancillary land use impacts. The Council will also need to take into account whether the grain elevator will require additional facilities for it to function. This could include a parking area or an access driveway. Plus, it needs to know how much space surrounding the elevator will be restricted from development. The grain elevator relocation could have unintended consequences for other potential public or private development on the overall property, such as sight lines and separation distance. Thus, any plan for relocation should be carefully disseminated for impacts beyond the building itself.
- Fiscal issues. The agenda item request notes that the relocation of the grain elevator would be done at no cost to the City, but it is worth asking whether the project will generate revenue for the tax increment district, such as lease payments or payments in lieu of taxes. TID #4 is in bad fiscal shape so revenue from all new developments should be taken into account. In addition to the direct fiscal impact to the tax increment district, the Council should consider other fiscal matters such as assurances that maintenance of the building or site will be covered by SBHS or other entity.
- Ongoing planning. The ad hoc West Waterfront Planning Committee was recently established to provide recommendations regarding the future use and development of the overall subject area to the Council. A decision on relocating the grain elevator back to the original site will certainly impact their work. In an ideal situation the Council's decisions on this matter and other redevelopment matters would occur after the ad hoc committee's recommendations are complete and an overall plan for the west waterfront is accomplished.

Conclusion/Recommendations: Until more is known about the proposed SBHS project, it is very tough to figure out the pros and cons and to make any definitive decisions. Restoring the grain elevator into an integral part of a revitalized west waterfront is worth considering. But like any project it needs to be carefully planned in order to maximize the advantages and minimize costs and problems. Thus, it is recommended that the City, whether it be a committee, staff or the entire council, work with SBHS to get clarity on the issues and have plans, drawings, etc. submitted prior to making formal decisions on the use of the city's parcel.

In the meantime, depending upon the actual current circumstances of SBHS and the grain elevator, there are two alternative actions that the Council ought to consider. These are not mutually exclusive.

1. Regardless of the specific relocation site, it is understandable that SBHS would desire assurance that the site will, in fact, be available when the time comes to implement whatever plan is developed. It is very difficult to work on planning, architecture/engineering, and fundraising for the restoration if it is unknown where the building will go. Thus, an option for the Council is to pass a motion supporting the restoration and reserving a site within the West Waterfront area, provided a viable plan is developed by SBHS. This action hopefully would allow SBHS to continue the planning for the building and financing of the restoration. This option works if there is no urgency to move the grain elevator from its current site.
2. If it is determined that Shipyard Partners are requiring the grain elevator to be removed from their property, the Council could act to provide another temporary use on the West Waterfront property. Just like the previous temporary use allowed the property owner and SBHS to store the building while a formal plan was created and agreed upon, the new temporary use would buy time for the city and SBHS to see if the issues listed above can be satisfactorily worked out and a final plan approved. It would not lock the city into a final plan. For this option the Council should also consider conditions such as ensuring the building is watertight within a certain timeframe and that the prior temporary storage site be restored to grass – either by SBHS or the property owner.

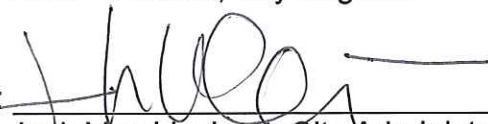
Prepared By:


Martin Olejniczak, Community Development Director

Reviewed By:


Chad Shefchik, City Engineer

Reviewed By:


Josh Van Lieshout, City Administrator

REQUEST FOR PLACEMENT OF AGENDA ITEM**DATE OF REQUEST:** 11/14/2018**FROM:** Alderperson Arvenson, Ald. Catarozoli**Please place the following item on the agenda:**

Consideration of: Donation of City owned & retained grain elevator parts to Sturgeon Bay Historical Society for completion of restoration.

Background Information: The contract with Mark Kiesow specified parts of the grain elevator that he was to retain on behalf of the city.

Desired Action: Approve donation of all city owned parts & equipment of the T & B grain elevator to the ~~city~~ Sturgeon Bay Historical Society for restoration.

* Include Kiesow contract

Building Demolition, Salvage, and Disposal

Part 1 – General

1.01 Building and Demolished / Salvaged Materials

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

1.02 Submittals

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

1.03 Known Substances

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

1.04 Protection and Safety

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

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

1.05 Explosives

- A. Use of explosives will not be permitted.

Part 2 - Products (Not Used)

Part 3 – Execution:

3.01 Below-Grade Structures

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

3.02 Asphalt Pavements

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

3.03 Filling Excavations and Voids

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

3.04 Disposal of Demolished Materials

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

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

Site Restoration

Part 1 – General

1.01 Summary

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

Part 2 – Products (Not Used)

Part 3 – Execution:

3.01 Site Restoration:

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

Notice of Award

Date: January 16, 2018

The City of Sturgeon Bay awards the following project:

Project 1704 – 92 E Maple Street Granary Demolition

To: Kiesow Enterprises
Address 23828 Boot Lake Road
Reedsville, Wisconsin 54230

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

The contract is to also include the means and methods descriptions that were attached to the bid form submitted to the City on December 6, 2017 and the e-mail dated December 8, 2017. A copy is attached to this notice of award and contract.

The contract price awarded is: \$66,237.26

Sixty-six thousand two hundred thirty seven dollars and 26 cents.

3 Copies of the proposed Contract Documents accompany this notice.

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

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

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

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

City of Sturgeon Bay

By: Stephanie Reinhardt
Stephanie Reinhardt
City Clerk

Project 1704
City of Sturgeon bay, WI

2017

92 E Maple Street Granary Demolition

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

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

Kiesow Enterprises
23828 Boot lake rd
Reedsville, WI 54230
P 920 418 1880
F 920 756 5361
Markkiesow26@yahoo.com

Job time line

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

Permits

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

Utilities

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

Description of job:

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

Materials that the city will retain and stored

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

Materials

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

New Materials

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

Equipment list

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

Bid break down on machinery.

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

Bid Break down on material and labor

Item

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

Saving the building

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

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

This is an estimate.

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

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

Bonding

Both performance and payment bonds will be going through.

Brehmer Agency

Jason Braatz, CIC

12800 W. Silver Spring Drive

Butler, WI 53007

262-781-3714 Phone

262-781-6049 Fax

The insurance company they use is Liberty mutual.

VanLieshout, Josh

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

Good morning Josh

The way we would dismantle the building is lift the cupola off of the top and set it on the ground. Next we would take the Roof off in four pieces. Followed by taking all the steel off of the outside of the building, then we would disassemble the bins in a large pieces for a crane to lower to the ground. None of this material will be beam or post. It is all 2x material and 1x material.

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

He would tag all of the upright supports as in the 12 by 12. These are the 12 x 12 that support the bin system that are on the first floor. Final we would take the first floor off of the floor system and start taking all of the beams under the floor system that take it down to ground level.

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

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

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

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

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

Sent from Yahoo Mail on Android

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

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

josh

CONTRACT

THIS CONTRACT is dated as of the **16th** day of **January**, 2018, by and between the CITY OF STURGEON BAY, (hereinafter called "Owner") and Kiesow Enterprises (hereinafter called "Contractor").

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

Article 1. SCOPE OF WORK.

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

Project 1704 – 92 E Maple Street Granary Demolition

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

Article 2. CONTRACT PERFORMANCE.

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

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

Article 3. CONTRACT PRICE.

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

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

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

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

Article 4. CONTRACTOR'S REPRESENTATIONS.

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

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

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

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

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

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

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

Article 5. CONTRACT DOCUMENTS.

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

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

Article 6.

MISCELLANEOUS.

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

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

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

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

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

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

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

(Seal)

(Contractor)

Dated: January 24, 2018

By: Michelle Wagner

Title: Notary my commission expires September 24, 2021

Attest:

Corporate Officer

Title

Owner:

City of Sturgeon Bay

(Seal)

Dated:

1/30/2018

By:

Thad Birmingham
Thad Birmingham, Mayor

Dated:

1/30/2018

By:

Stephanie Reinhardt
Stephanie Reinhardt, City Clerk

Approved as to form:

Dated:

1/31/2018

By:

Randall J. Nesbitt
Randall J. Nesbitt, City Attorney

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

Dated:

1/30/18

By:

Valerie Clarizio
Valerie Clarizio, Treasurer

STANDARD FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____ as principal and _____ as Surety, are held and firmly bound unto the City of Sturgeon Bay, Wisconsin, hereinafter called the Owner, in the penal sum of \$ _____ Dollars, (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. The Condition of this Obligation is such that whereas the principal entered into a certain contract, hereto attached, with the Owner, dated _____, 2018 for **Project 1704 – 92 E Maple Street Granary Demolition.**

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

STANDARD FORM OF PERFORMANCE BOND

(Continued)

In witness whereof, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 2018 the name and seal if each corporate part being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

Individual Principal (Seal) _____

Address Business Address

Individual Principal (Seal) _____

Business Address

Attest: _____
Corporate Principal

Business Address

By: _____

Attest: _____
Corporate Surety

Business Address

Payment Bond

Part 1 - General

a) Summary

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

Part 2 - Products (Not Used)

Part 3 - Execution: (Not Used)

GENERAL CONDITIONS

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

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

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

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

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

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

\$1,000,000 Annual Aggregate

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

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

c. Comprehensive Automobile Liability:

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

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

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

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

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

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

5. PAYMENT OF EMPLOYEES:

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

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

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

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

9. PAYMENTS TO CONTRACTOR:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Corporate Seal

Wage Rates

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

Change Order Form

Request # _____

Date of Request: _____

Owner: City of Sturgeon Bay

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

Contractor: _____

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

Description of modification: _____

Original Contract Price: \$ _____

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

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

Adjusted Contract Price \$ _____

Original Contract Completion Date: _____

Previous Change Order (Calendar days + or -) _____

Time This Change Order (Calendar days + or -) _____

Adjusted Contract Date _____

Recommended by:

City Engineer: _____ Date: _____
City Engineer - Chad Shefchik

Accepted by:

Contractor: _____ Date: _____
Authorized Signature

City of Sturgeon Bay: _____ Date: _____
Mayor - Thad Birmingham

BID FORM & PROPOSAL

FOR

Project 1704
92 E Maple Street Granary Demolition

CITY OF STURGEON BAY
DOOR COUNTY, WISCONSIN

Contractor Information:

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

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

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

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

Bid Schedule

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

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

Total Bid Amount	\$ 66,237.25
------------------	--------------

313.11

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

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

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

Contract as specified amount to a total the Bid Amount of: \$ 66,237.25

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

Signature: [Signature]

By: Mark Kieson

Address: 604 S County Rd J Reedsville WI

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Phone No.: 920-418-1880

Dated: 12-6-2017

STATE OF WISCONSIN)

County of Manitowish) ss

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

Kerrie A Held

Notary Public

My Commission Expires: 11-23-2018

