



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, DECEMBER 18, 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 – \$161,911.54, Capital Fund - \$56,630.62, Cable TV - \$1,036.71, and Solid Waste Enterprise Fund - \$15,228.25 for a grand total of \$234,807.12. [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 12/4/18 regular Common Council minutes.

* b. Approval of the following minutes:

- (1) Sturgeon Bay Utility Commission – 10/16/18
- (2) Finance/Purchasing & Building Committee – 11/28/18
- (3) Personnel Committee – 12/3/18

* c. Place the following reports on file:

- (1) Inspection Department – November 2018
- (2) Fire Department – November 2018
- (3) Police Department – November 2018

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

* e. Consideration of: Approval of Class A Beer and Class A Liquor licenses for Minit Mart, LLC.

* f. Consideration of: Approval of Sidewalk Café Permit Application from Henry S. Baird #174.

* g. Disallowance of Claim Resolution re: Shawn Landles Claim from November 27, 2018.

* h. Finance/Purchasing & Building Committee recommendation re: Accept \$16,118 in tax increment revenue from Bay Lofts, for one year and not amend the development agreement and that City urge the developers to get assessed value reviewed and increased to \$5,000,000.

- * i. Personnel Committee recommendation re: Reinstate for 2019, for permanent part-time employees, longevity pay based on the number of years of service and supplemental pay at 80%.
 - * j. Personnel Committee recommendation re: Increase Part-Time Firefighter annual bonus from \$750 to \$1,000 as budgeted in the 2019 Annual Budget for those Part-Time Firefighters that are above the 90% response to calls.
8. Mayoral appointments.
 9. First reading of ordinance re: Repeal and recreate Section 1.166(2)(b)3 of Municipal Code – Local Arts Board.
 10. Consideration of: Spring Primary.
 11. Resolution re: Acknowledging the Good Faith Efforts of Sawyer Hotel Development, LLC.
 12. Consideration of: Full and Final Settlement Agreement and Release of All Claims with Sawyer Hotel Development, LLC and Mayoral Veto override.
 13. Consideration of: Selection of consultant for West Waterfront Redevelopment Public Input.
 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)

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: 12.14-18

Time: 12:00 pm

By: VM

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 12/18/2018

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL FUND				
REVENUE				
DEIBELE	LUKE DEIBELE	2018 HEALTH PREM REIM/DEIBELE	01-000-000-49532	111.05
TOTAL REVENUE				111.05
BALLFIELD LIGHTING				
WPPI ENG	WPPI ENERGY	12/18 ATHLETIC LIGHT PRJCT	01-000-981-70000	1,365.39
TOTAL BALLFIELD LIGHTING				1,365.39
TOTAL GENERAL FUND				1,476.44
CITY CLERK-TREASURER				
04650	DOOR COUNTY REGISTER OF DEEDS	OCTOBER FILING FEES	01-115-000-56350	90.00
17700	QUILL CORPORATION	SOLID COLOR END TAB LABELS	01-115-000-51950	19.48
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	CALENDR, LABELS, HIGHLTR, POSTITS	01-115-000-51950	50.99
TOTAL				160.47
TOTAL CITY CLERK-TREASURER				160.47
COMPUTER				
04696	DOOR COUNTY TREASURER	11/18 INTERNET	01-125-000-55550	100.00
04696		11/18 TECH SUPPORT	01-125-000-55550	2,575.00
04696		11/18 2G INTERNET	01-125-000-55550	375.00
TOTAL				3,050.00
TOTAL COMPUTER				3,050.00
CITY ASSESSOR				
ASSO APP	ASSOCIATED APPRAISAL	12.18.18 CONTRACT	01-130-000-55010	1,333.33
TOTAL				1,333.33
TOTAL CITY ASSESSOR				1,333.33
BUILDING/ZONING CODE ENFORCEMT				
SAFEBUILD	SAFE BUILT	NOV PERMITS	01-140-000-55010	7,617.41
TOTAL				7,617.41
TOTAL BUILDING/ZONING CODE ENFORCEMT				7,617.41
MUNICIPAL SERVICES ADMIN.				
DLT	DLT SOLUTIONS INC.	AUTO CAD ANNL RENEWAL	01-145-000-55550	1,022.35
TOTAL				1,022.35

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INVOICES DUE ON/BEFORE 12/18/2018

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
TOTAL MUNICIPAL SERVICES ADMIN.				1,022.35
CITY HALL				
03159	CHARTER COMMUNICATIONS	11/18 FIRE CABLE SVC	01-160-000-58999	119.98
03159		11/18 WS FIRE CABLE SVC	01-160-000-58999	101.85
03806	CUMMINS NPOWER, LLC	CITY HALL EMERG GENER ANNL/TEST	01-160-000-58999	1,564.28
19880	STURGEON BAY UTILITIES	421 MICHIGAN ST	01-160-000-56150	2,124.40
19880		421 MICHIGAN ST	01-160-000-58650	233.02
WARNER	WARNER-WEXEL WHOLESALE &	CASE BATHROOM TISSUE	01-160-000-51850	53.89
WARNER		CASE ROLL TOWELS	01-160-000-51850	54.35
TOTAL				4,251.77
TOTAL CITY HALL				4,251.77
GENERAL EXPENDITURES				
04696	DOOR COUNTY TREASURER	11/18 CITY HALL PHONE SVC	01-199-000-58200	89.30
04696		11/18 FIRE PHONE SVC	01-199-000-58200	71.51
04696		11/18 MUNICIPAL PHONE SVC	01-199-000-58200	28.55
04696		11/18 POLICE PHONE SVC	01-199-000-58200	40.47
MEUW	MUNICIPAL ELECTRIC UTILITIES	4TH QTR SAFETY PROGRAM	01-199-000-55605	3,413.50
WISHOARD	TSA CLEAN,LLC	CLEANUP-SUPERIOR ST	01-199-000-51525	10,577.50
TOTAL				14,220.83
TOTAL GENERAL EXPENDITURES				14,220.83
POLICE DEPARTMENT				
GLOBALRE	GLOBAL RECOGNITION, INC	YRS OF SVC PLAQUE	01-200-000-56000	82.75
SIRSPEED	SIR SPEEDY	500 COND RELEASE/NO CONTACT	01-200-000-51600	160.03
SIRSPEED		500 VICTM NOTICATION/NO CONTCT	01-200-000-51600	160.03
SIRSPEED		DISCOUNT	01-200-000-51600	-32.01
STAPLES	WISCONSIN DOCUMENT IMAGING LLC	4100 BLACK COPIES	01-200-000-51600	49.61
STAPLES		1054 COLOR COPIES	01-200-000-51600	38.26
US BANK	US BANK EQUIPMENT FINANCE	RICOH COPIER 34 OF 48	01-200-000-55650	167.00
US BANK		PROPERTY DAMAGE SURCHARGE	01-200-000-55650	27.02
TOTAL				652.69
TOTAL POLICE DEPARTMENT				652.69
PATROL BOAT				
PATROL BOAT				
02206	BAY MARINE	OIL CHANGE/PATROL BOAT	01-205-000-58600	330.14
PORT	WEST MARINE PRO	PATROL BOAT PARTS	01-205-000-58600	39.96
TOTAL PATROL BOAT				370.10
TOTAL PATROL BOAT				370.10

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INVOICES DUE ON/BEFORE 12/18/2018

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
POLICE DEPARTMENT/PATROL				
01550	BP AMOCO	OUT OF TOWN FUEL	01-215-000-51650	28.80
01550		FIN CHARGE	01-215-000-51650	2.61
02005	BAY ELECTRONICS, INC.	NOISE CNCLING SPKR	01-215-000-57550	96.50
04150	DE JARDIN CLEANERS LLC	UNIFORM MAINT/BRINKMAN	01-215-000-56800	7.97
04150		UNIFORM MAINTENANCE/ALBERTSON	01-215-000-56800	28.00
04150		UNIFORM MAINTENANCE/CRABB	01-215-000-56800	22.87
06592	FOX VALLEY TECHNICAL COLLEGE	P.I.T REG/JNNRJOHN,MOGEN	01-215-000-55600	150.00
19880	STURGEON BAY UTILITIES	SUNSET PRK BOAT LAUNCH	01-215-000-56150	11.08
19880		110 NEENAH AVE CAMERA	01-215-000-56150	11.19
19880		NAUTICAL DRIVE CAMERA	01-215-000-56150	8.54
21450	THE UNIFORM SHOPPE	UNIFORM SHIRT/GANDER	01-215-000-52900	61.95
HAACK	TREVOR HAACK	UNIFORM BOOT REIMB/HAACK	01-215-000-52900	100.00
HOTSY	HOTSY CLEANING SYSTEMS, INC	POWER WASHER REPAIR	01-215-000-58600	458.77
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	IMPALA REPAIR	01-215-000-58600	150.90
MOGEN	SHAWN MOGEN	TRAINING MEAL EXPNSE/MOGEN	01-215-000-55600	12.17
TOTAL				1,151.35
TOTAL POLICE DEPARTMENT/PATROL				1,151.35
POLICE DEPT. / INVESTIGATIONS				
ACCURINT	LEXISNEXIS RISK SOLUTIONS	11/18 CONTRACT FEE	01-225-000-57950	105.00
ACCURINT		NEWS SEARCH	01-225-000-57950	5.00
CANINE	CANINE SEARCH SOLUTIONS,LLC	CADAVER SEACH/CJP INVESTIGATN	01-225-000-57950	858.58
ROBIADEK	ROBIADEK & SONS EXCAVATING,INC	DEMO & EXCAVATING/CJP INVEST	01-225-000-57950	14,839.19
TOTAL				15,807.77
TOTAL POLICE DEPT. / INVESTIGATIONS				15,807.77
FIRE DEPARTMENT				
04575	DOOR COUNTY HARDWARE	ASSORTED SUPPLIIS	01-250-000-54999	27.37
04575		FILTER/BROOM	01-250-000-54999	27.97
04575		CREDIT RETURN	01-250-000-54999	-10.31
04575		FREIGHT	01-250-000-54999	20.66
04575		ASSORTED SUPPLIES	01-250-000-54999	60.72
04575		MOUNTING TAPE/GORILLA TAPE	01-250-000-54999	22.98
04575		FASTENERS/CHAIN	01-250-000-54999	4.35
04575		30"SNOWPUSHER BLADE/BROOM	01-250-000-54999	109.17
11700	KALIN MONTEVIDEO	NFA BAG CHECK REIMB/MONTEVIDEO	01-250-000-55600	30.00
19880	STURGEON BAY UTILITIES	92 E MAPLE STREET	01-250-000-56675	5.20
19880		MARTIN PARK RESTROOM	01-250-000-56675	5.20
19880		421 MICHIGAN ST	01-250-000-56675	118.00
19880		TRUCK FILL	01-250-000-56675	41.00
19880		MEM FLD SPRINKLER	01-250-000-56675	42.00
19880		MEM FLD WARMING HOUSE	01-250-000-56675	42.00
19880		SALT SHED	01-250-000-56675	5.20
19880		CITY GARAGE	01-250-000-56675	42.00
19880		GARLAND PARK	01-250-000-56675	5.20
19880		SUNSET CONSN CNTR	01-250-000-56675	42.00
19880		FRANKE GRASSE MEM SHELTER	01-250-000-56675	13.00
19880		OTUMBA PARK	01-250-000-56675	5.20

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
19880		WS WARMING HOUSE	01-250-000-56675	5.20
19880		WS FIRE STATION	01-250-000-56675	42.00
19880		WS FIRE STATION	01-250-000-56150	113.61
19880		WS FIRE STATION	01-250-000-58650	105.11
19880		38 S NEENAH AVE PAVILLION	01-250-000-56675	5.20
19880		38 S NEENAH AVE RSTRM	01-250-000-56675	26.00
19880		JAYCEE BALLFLD	01-250-000-56675	13.00
19880		JAYCEE FLD SPRINKLER	01-250-000-56675	42.00
19880		WS BALLFLD LITES	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		N 14TH AVE WARNING SIREN	01-250-000-56150	8.24
19880		QUINCY ST BALLFLD	01-250-000-56675	42.00
19880		MADISON AVE SPRINKLER	01-250-000-56675	13.00
19880		10 PENNSYLVANIA ST DOCK	01-250-000-56675	13.00
19880		1018 GREEN BAY RD SIREN	01-250-000-56150	15.45
19880		EAST SIDE DOCK	01-250-000-56675	5.20
19880		COVE RD/CANAL RD SIREN	01-250-000-56150	14.34
19880		1ST AVE MARINA/RESTROOM	01-250-000-56675	42.00
19880		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	15.53
ADVAUTO	GENERAL PARTS DISTRIBUTION LLC	T1 AIR SUPPLY	01-250-000-53000	17.94
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	VPOWER PLUG	01-250-000-53000	29.94
O'REILLY		WIPER FLD	01-250-000-53000	5.58
O'REILLY		BATTERY/CORE CHARGE	01-250-000-53000	219.42
O'REILLY		CORE RETURN	01-250-000-53000	-20.00
PORT	WEST MARINE PRO	MARINE 2 ALT ADDITIVE	01-250-000-53000	16.76
TOTAL				10,316.58
TOTAL FIRE DEPARTMENT				10,316.58
SOLID WASTE MGMT/SPRING/FALL				
23674	WISCONSIN DEPT OF WORKFORCE	RAKE SPRING BRACE	01-311-000-53000	19.98
TOTAL				19.98
TOTAL SOLID WASTE MGMT/SPRING/FALL				19.98
COMPOST/SOLID WASTE SITE				
03025	CAPTAIN COMMUNES INC	COMPOST SITE PORT A POTTY RENT	01-320-000-51400	81.00
19880	STURGEON BAY UTILITIES	COMPOST SITE	01-320-000-56150	22.01
TOTAL				103.01
TOTAL COMPOST/SOLID WASTE SITE				103.01

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
ROADWAYS/STREETS				
06012	FASTENAL COMPANY	GRADE 8 HARDWARE	01-400-000-54999	87.47
19070	SCHARTNER IMPLEMENT INC	4 PINS @4.50AE	01-400-000-54999	18.00
19070		6 PINS @ 2.25EA	01-400-000-54999	13.50
19070		SHIPPING	01-400-000-54999	15.00
23674	WISCONSIN DEPT OF WORFORCE	HARDWARE	01-400-000-51400	59.50
INFOSEND	INFOSEND, INC	NEWSLETTER INSERT FEE	01-400-000-54999	52.60
TOTAL				246.07
TOTAL ROADWAYS/STREETS				246.07
STREET MACHINERY				
01720	ARING EQUIPMENT COMPANY INC	4 CABLE TERMINALS	01-450-000-54999	4.88
01720		PLUG	01-450-000-54999	32.49
02005	BAY ELECTRONICS, INC.	2 8PIN PLUG @ 42 EA	01-450-000-57550	84.00
04575	DOOR COUNTY HARDWARE	CONTACT CEMENT/WEATHRSEAL	01-450-000-53000	28.98
04575		CREDIT RETURN	01-450-000-53000	-22.99
04575		BIKE GRIPS	01-450-000-53000	8.59
06005	JFTCO, INC	2 WING POST MIRRORS @ 166.91EA	01-450-000-53000	333.82
13655	MONROE TRUCK EQUIPMENT, INC	HYDRAULIC CYLINDER	01-450-000-53000	976.14
13655		CYLINDER EXCHANGE	01-450-000-53000	-792.54
23674	WISCONSIN DEPT OF WORFORCE	PIPE JOINT COMPOUND	01-450-000-54999	5.99
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	HEADLIGHT	01-450-000-53000	2.99
TOTAL				662.35
TOTAL STREET MACHINERY				662.35
CITY GARAGE				
01469	AIRGAS NORTH CENTRAL	ANNUAL GAS CYLINDER LEASE	01-460-000-54999	80.86
04575	DOOR COUNTY HARDWARE	REPLACEMENT FAUCET	01-460-000-54999	79.99
04575		REPAIR PARTS	01-460-000-54999	15.18
04603	HALRON LUBRICANTS INC	USED OIL PICKUP FEES 150 GAL	01-460-000-58999	22.50
19880	STURGEON BAY UTILITIES	SALT SHED	01-460-000-56150	8.24
19880		CITY GARAGE	01-460-000-56150	781.29
19880		CITY GARAGE	01-460-000-58650	71.81
AMERWELD	AMERICAN WELDING & GAS, INC	GAS CYLINDER RENTAL	01-460-000-56250	114.65
TOTAL				1,174.52
TOTAL CITY GARAGE				1,174.52
HIGHWAYS - GENERAL				
19880	STURGEON BAY UTILITIES	808 S DULUTH AVE SIGN	01-499-000-58000	9.71
19880		EGG HRBR RD TRAFFIC LIGHTS	01-499-000-58000	32.15
19880		N 14TH AVE & EGG HRBR RD LITE	01-499-000-58000	24.96
19880		2 TRFFC WARNING LITES	01-499-000-58000	5.50
19880		WS TRAFFIC LIGHTS	01-499-000-58000	130.43
19880		342 ORNAMENTAL ST LIGHT	01-499-000-58000	4,745.17
19880		587 OVERHEAD ST LIGHTS	01-499-000-58000	6,740.08

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
19880		LANSING & WALNUT SIGN	01-499-000-58000	7.74
19880		EAST SIDE DOCK	01-499-000-58000	56.87
19880		OLD HWY RD SIGN	01-499-000-58000	8.24
TOTAL				11,760.85
TOTAL HIGHWAYS - GENERAL				11,760.85

PARKS AND PLAYGROUNDS

19880	STURGEON BAY UTILITIES	MARTIN PARK	01-510-000-56150	8.24
19880		MARTIN PARK RESTROOM	01-510-000-58650	8.00
19880		MEM FLD WARMING HOUSE	01-510-000-56150	95.67
19880		MEM FLD WARMING HOUSE	01-510-000-58650	52.16
19880		GARLAND PARK	01-510-000-56150	8.24
19880		GARLAND PARK	01-510-000-58650	8.00
19880		SUNSET CONSN CNTR	01-510-000-56150	41.97
19880		SUNSET CONSN CNTR	01-510-000-58650	51.40
19880		FRANKE GRASSE MEM SHELTER	01-510-000-56150	16.50
19880		FRANKE GRASSE MEM SHELTER	01-510-000-58650	11.40
19880		OTUMBA PARK	01-510-000-56150	9.22
19880		OTUMBA PARK	01-510-000-58650	8.00
19880		WS WARMING HOUSE	01-510-000-56150	15.45
19880		WS WARMING HOUSE	01-510-000-58650	8.00
19880		JAYCEE BALLFLD	01-510-000-56150	14.94
19880		JAYCEE BALLFLD	01-510-000-58650	11.40
19880		421 MICHIGAN ST FLAG LIGHT	01-510-000-56150	26.88
19880		MEM FLD PARKING LOT	01-510-000-56150	8.24
19880		WS BALLFLD LITES	01-510-000-56150	18.00
19880		MEM FLD COMPLEX	01-510-000-56150	313.90
19880		GIRLS LITTLE LEAGUE	01-510-000-56150	27.00
19880		OTUMBA PARK WALKWAY	01-510-000-56150	13.85
19880		QUINCY ST BALLFLD	01-510-000-58650	27.00
19880		FLORIDA ST/SUNSET PARK	01-510-000-56150	13.95
19880		SIGN SHED	01-510-000-56150	18.57
19880		SIGN SHED	01-510-000-58650	8.00
19880		CHERRY BLOSSOM PRK	01-510-000-56150	8.24
19880		CHERRY BLOSSOM PRK	01-510-000-58650	11.40
HESLER	DARREN HESLER	2018 WORK BOOT REIMB/HESLER	01-510-000-56800	80.70
JIMSIMON	JIM SIMONAR	SAFETY BOOT REIMB/SIMONAR	01-510-000-56800	140.79
JIMSIMON		SAFTEY CLOTHING REIM/SIMONAR	01-510-000-56800	46.71
TOTAL				1,131.82
TOTAL PARKS AND PLAYGROUNDS				1,131.82

MUNICIPAL DOCKS

19880	STURGEON BAY UTILITIES	36 S NEENAH AVE PKG LOT LITES	01-550-000-56150	192.33
19880		38 S NEENAH AVE PAVILLION	01-550-000-56150	26.64
19880		38 S NEENAH AVE PAVILLION	01-550-000-58650	8.00
19880		38 S NEENAH AVE RSTRM	01-550-000-56150	106.67
19880		38 S NEENAH AVE RSTRM	01-550-000-58650	18.00
TOTAL				351.64

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
TOTAL MUNICIPAL DOCKS				351.64
WATER WEED MANAGEMENT				
R0000655	TRANSMOTION, LLC	HYDRAULIC MOTOR	01-560-000-51400	816.49
R0000655		HYDRAULIC FITTINGS	01-560-000-51400	188.94
TOTAL				1,005.43
TOTAL WATER WEED MANAGEMENT				1,005.43
WATERFRONT PARKS & WALKWAYS				
19880	STURGEON BAY UTILITIES	SONNYS PRKING LOT LIGHT REPAIR	01-570-000-58999	30.92
19880		DC MUSEUM WALKWAY	01-570-000-56150	14.63
19880		DC MUSEUM PKG LOT	01-570-000-56150	201.47
19880		W LARCH ST WALKWAY	01-570-000-56150	133.38
19880		W LARCH ST PARKING LOT	01-570-000-56150	74.17
19880		10 PENNSYLVANIA ST DOCK	01-570-000-58650	11.40
19880		48 KENTUCKY ST WTRFRNT	01-570-000-56150	185.56
19880		1ST AVE MARINA/RESTROOM	01-570-000-56150	71.34
19880		1ST AVE MARINA/RESTROOM	01-570-000-58650	55.18
19880		KENTUCKY ST CITY PRK RAMP	01-570-000-56150	309.57
19880		KENTUCKY ST DOCK	01-570-000-58650	11.40
19880		KENTUCKY ST CITY MARINA	01-570-000-58650	27.00
TOTAL				1,126.02
TOTAL WATERFRONT PARKS & WALKWAYS				1,126.02
EMPLOYEE BENEFITS				
23674	WISCONSIN DEPT OF WORFORCE	11/18 UNEMPLOYMENT	01-600-000-50370	68.57
TOTAL				68.57
TOTAL EMPLOYEE BENEFITS				68.57
COMMUNITY & ECONOMIC DEVLPMT				
17700	QUILL CORPORATION	1 BLACK TONER	01-900-000-51950	166.99
17700		1 CYAN TONER	01-900-000-51950	207.99
17700		1 YELLOW TONER	01-900-000-51950	207.99
17700		1 MAGENTA TONER	01-900-000-51950	207.99
17700		ENVELOPES	01-900-000-51950	19.29
17700		FILE FOLDERS	01-900-000-51950	16.99
17700		2 PEN REFILLS @ 4.69EA	01-900-000-51950	9.38
17700		2 PEN REFILLS @ 4.69EA	01-900-000-51950	9.38
17700		SHARPIES	01-900-000-51950	10.99
TOTAL				856.99

DATE: 12/11/2018
TIME: 14:51:05
ID: AP443000.CST

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 8

INVOICES DUE ON/BEFORE 12/18/2018

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
TOTAL COMMUNITY & ECONOMIC DEVLPMT				856.99
TOTAL GENERAL FUND				79,938.34
CAPITAL FUND				
COMPUTER				
04696	DOOR COUNTY TREASURER	CISCO PHONE UPGRADE	10-125-000-59000	5,000.00
HEARTBUS	HEARTLAND BUSINESS SYSTEMS,LLC	PHONE UPGRADE	10-125-000-59040	847.89
TOTAL				5,847.89
TOTAL COMPUTER				5,847.89
SOLID WASTE MGMT/SPRING/FALL				
18500	R N O W INC	DINKMAR LEAF VACUUM	10-311-000-59065	49,045.00
18500		FREIGHT	10-311-000-59065	950.00
TOTAL				49,995.00
TOTAL SOLID WASTE MGMT/SPRING/FALL				49,995.00
CITY GARAGE				
BLUE TRP	BLUE TARP FINANCIAL	TOOLS TO OUTFIT MECHANICS TRCK	10-460-000-59060	787.73
TOTAL				787.73
TOTAL CITY GARAGE				787.73
TOTAL CAPITAL FUND				56,630.62
CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
02975	CAMERA CORNER	AUDIO RECEIVER	21-000-000-59070	449.00
03159	CHARTER COMMUNICATIONS	11/18 CB MUSIC SVC	21-000-000-58999	62.71
MANN	MANN COMMUNICATIONS, LLC	INSTALL/CONFIGURE NEW VID SRVR	21-000-000-55015	375.00
MANN		12/18 COMMON COUNCIL PREVIEW	21-000-000-58999	105.00
MANN		12/18 DVD DUBS LIBRARY	21-000-000-58999	45.00
TOTAL CABLE TV / GENERAL				1,036.71
TOTAL CABLE TV / GENERAL				1,036.71
TOTAL CABLE TV				1,036.71
SOLID WASTE ENTERPRISE				

DATE: 12/11/2018
TIME: 14:51:05
ID: AP443000.CST

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 12/18/2018

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
ADVANCED	ADVANCED DISPOSAL	230.19 TN GARBAGE	60-000-000-58300	14,069.20
ADVANCED		82.26 TN RECYCLE	60-000-000-58350	1,159.05
TOTAL SOLID WASTE ENTERPRISE FUND				15,228.25
TOTAL SOLID WASTE ENTERPRISE FUND				15,228.25
TOTAL SOLID WASTE ENTERPRISE				15,228.25
TOTAL ALL FUNDS				152,833.92

MANUAL CHECKS

SECURIAN FINANCIAL GROUP	\$2,103.79
11/29/18	
Check # 84176	
12/18 Life Insurance	
01-600-000-50552	
 DELTA DENTAL	 \$6,079.88
12/03/18	
Check #84364	
12/18 Dental Insurance	
Various Departmental Accounts	
 NETWORK HEALTH	 \$73,789.53
12/03/18	
Check #84364	
12/18 Health Insurance	
Various Departmental Accounts	
 TOTAL MANUAL CHECKS	 \$ 81,973.20

DATE: 12/11/2018
TIME: 14:51:05
ID: AP443000.CST

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 10

INVOICES DUE ON/BEFORE 12/18/2018

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

GENERAL FUND
CAPITAL FUND
CABLE TV
SOLID WASTE ENTERPRISE

~~79,938.34~~
56,630.62
1,036.71
15,228.25

161,911.54

TOTAL --- ALL FUNDS

~~152,833.92~~

234,807.12

Derek Wood 12/11/18
Barbara J. Allen 12/11/18
Spk. L. W. Anderson 12/11/18

COMMON COUNCIL
December 4, 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.

Ward/Catarozoli to adopt agenda. Carried.

No one spoke during public comment.

Ward/Allmann to approve following bills: General Fund - \$66,377.24, Capital Fund - \$9,426.76, Cable TV - \$12,331.16, TID #3 - \$475.00 and Solid Waste Enterprise Fund - \$3,107.57 for a grand total of \$91,717.73. Roll call: All voted aye. Carried.

Hauser/Avenson to approve consent agenda:

- a. Approval of 11/20/18 regular Common Council minutes.
- b. Approval of the following minutes:
 - (1) Bicycle & Pedestrian Advisory Board – 11/5/18
 - (2) Finance/Purchasing & Building Committee – 11/13/18
 - (3) Historic Preservation Commission – 11/14/18
 - (4) Community Protection & Services Committee – 11/15/18
 - (5) Ad Hoc West Waterfront Planning Committee – 11/15/18
 - (6) Parking & Traffic Committee – 11/19/18
- c. Community Protection & Services Committee recommendation re: Change Section 1.166 (2)(b) 3 to read: Three representatives of the local arts community to include; visual, performing, and language arts, and one representative from the Miller Arts Museum.
- d. Community Protection & Services Committee recommendation re: Change Section 28.04 (2) of the Municipal Code to read: The Commission shall include one member of the City Council and six citizen members with one being an employee of the Door County Historical Museum.
- e. Consideration of: Approval of Beverage Operator licenses.

Carried.

There were no mayoral appointments.

City Administrator VanLieshout explained Intergovernmental Agreement with County of Door for technical support services. Ward/Hauser to approve Intergovernmental Agreement with County of Door – Technical Support Services. Carried.

Catarozoli/Hauser to forward to Plan Commission to add the following language to ordinance 20.27(2) of the Municipal Code to read: Buildings that have been designated as historic structures on a local, state or national register of historic places shall be exempt from the maximum building height, provided any increase in height is approved by the Sturgeon Bay Historic Preservation Commission. Discussion led to whether the Sturgeon Bay Historic Preservation Commission should also approve ordinance change considering they have enforcement over restoration of historic buildings. Avenson/Catarozoli to call for the questions. Carried. Vote taken on motion carried.

City Administrator gave Council Members an update on the PRAT.

There were no items to be included on future agenda.

City Administrator VanLieshout gave his report.

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

The Mayor did not have comments.

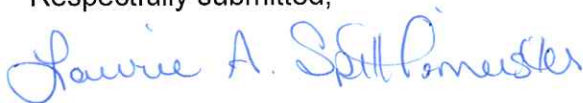
After Mayor Birmingham announced the statutory basis, Ward/Catarozoli to convene in closed session in accordance with the following exemption: Conferring with legal counsel for governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. Wis. Stats. 19.85(1)(g) 1. Consideration of: Settlement parameters 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. Roll call: All voted aye. Carried. The meeting moved to closed session at 7:37 p.m.

Meeting moved to open session at 9:00 p.m.

Catarozoli/Hauser to approve and accept the Full & Final Settlement Agreement & Release of all Claims as presented by legal counsel in closed session. Roll call: Catarozoli, Hayes, Avenson, Allmann and Hauser voted aye. Ward and Wiederanders voted no. Carried.

Catarozoli/Allmann to adjourn. Carried. Meeting adjourned at 9:04 p.m.

Respectfully submitted,



Laurie A. Spittlemeister
Deputy Clerk/Treasurer

STURGEON BAY UTILITIES
Regular Meeting
October 16th, 2018

Secretary Cindy Weber called the regular meeting of the Utilities Commission to order at 12:03 p.m. at the Sturgeon Bay Utilities office. Roll call: Mayor Thad Birmingham and Commissioners Cindy Weber, Barbara Allman, Kelly Avenson and David Ward were present. Also present were General Manager James Stawicki, Electric Supervisor Jason Bieri, and recording secretary Laurie Bauldry.

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

Ward/Allmann to approve the minutes of the regular meeting held on September 11th, 2018. Motion carried.

The Commission proceeded to review the bills for September in the amount of \$1,990,743.03. Weber/Ward to approve payment of the bills. Motion carried.

The August 2018 financials were presented. Ward/Birmingham to accept the financials. Motion carried.

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

Next was consideration of a voluntary capital contribution to ATC. The contribution of \$18,273.00 is due on October 31st, 2018. Weber/Birmingham to approve the ATC contribution of \$18,273.00 due October 31st, 2018. Motion carried

The operations report was presented by General Manager Stawicki. Allman/Birmingham to accept the Operations Report for September. Motion carried.

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

- a) Adjustments
- b) Focus on Energy update

Stawicki reported 2018 year-to-date incentives from Focus on Energy for energy efficiency and conservation is \$96,378.27.

Allman/Ward to adjourn. Motion carried. The meeting adjourned at 12:44 p.m.

Cindy Weber
Secretary

Approved for publication:

Stewart Fett
President

Date: _____

James Stawicki
General Manager

Date: _____

FINANCE/PURCHASING & BUILDING COMMITTEE

November 28, 2018

A meeting of the Finance/Purchasing & Building Committee was called to order at 4:01 pm by Alderperson Ward in the Council Chambers, City Hall. Roll call: Alderpersons Ward, Allmann and Wiederanders were present. Also present: City Administrator Van Lieshout, Community Development Director Olejniczak, and Receptionist Metzger. Alderperson Hayes entered at 4:03pm and Alderperson Catarozoli entered at 4:10pm.

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

1. Roll call.
2. Adoption of agenda.
3. Public comment on agenda items and other issues related to finance & purchasing.
4. Consideration of: The Bay Lofts Development Contract-Allocation of Tax Increment.
5. Convene in closed session in accordance with the following exemptions:

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

- a. The Bay Lofts Development Contract-Allocation of Tax Increment.

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

6. Review bills.
7. Adjourn.

Carried.

The following spoke during public comment on agenda items and other issues related to finance & purchasing: Chris Kellems, 120 Alabama St; Don Freix, 8305 Quarterline Rd. Fish Creek.

Consideration of: The Bay Lofts Development Contract-Allocation of Tax Increment:

Community Development Director Olejniczak explained that the City has a development agreement with Bay Lofts, LLC for the property located at 49 N. Madison Ave. The agreement was set up as a developer financed, tax increment financing project, in which the developer takes out a loan and uses the returned tax increment revenue to pay off the loan. He stated that the agreement specifies that the City retains 15%, and the developer 85% of the tax increment, to apply to the loan once the loan is paid off, in 2030 the City retains all the tax increment. A provision in the development agreement specifies that the project needs a minimum assessed value of \$5,000,000 in order for the developer to receive the return of tax increment. The assessed value is unexpectedly below the minimum requirement, therefore the developer would not be entitled to receive the return of tax increment. However, Bay Loft is proposing that the City retains 15% of the projected tax amount and to return the balance, in addition they are requesting to amend the development agreement. It was the consensus of the Committee for a period of one year only, that the City retains the 15% as if the assessed value was \$5,000,000 and return the remaining increment to Bay Loft. However, the development agreement will not be amended and Bay Loft needs to increase the property value to the required \$5,000,000.

Moved by Alderperson Ward, seconded by Alderperson Allmann to accept \$16,118 in tax increment revenue, for 1 year and not amend the Bay Lofts, LLC Development Agreement, and that the City urge Bay Lofts, LLC to get the assessed value reviewed and increased to \$5,000,000. Carried.

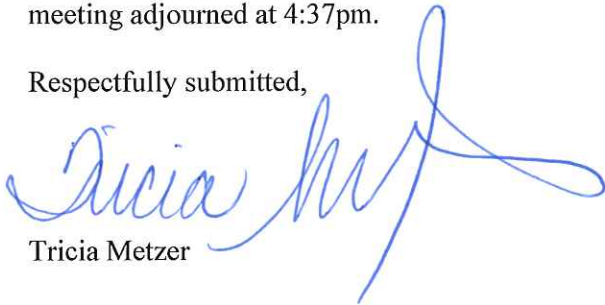
The Committee did not go into closed session.

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 Wiederanders, seconded by Alderperson Allmann to adjourn. Carried. The meeting adjourned at 4:37pm.

Respectfully submitted,

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

Tricia Metzger

PERSONNEL COMMITTEE
December 3, 2018

A meeting of the Personnel Committee was called to order by Chairperson Ward at 10:30 a.m. in the second floor conference room. Roll call: Members Ward, Allmann, and Hauser were present. Also present were City Administrator VanLieshout, Community Development Director Olejniczak, Fire Chief Dietman and City Clerk/HR Director Reinhardt

Hauser/Allmann to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Consideration of: Part-time Firefighter 2019 Wage Increase.
4. Convene in closed session in accordance with the following exemption:

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

- a. Reconsideration of: Staffing levels.
- b. Consideration of: Finance Director Position.
- c.

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

5. Reconsideration of: Employee Handbook Benefits for Regular Part-Time Employees.
6. Adjourn.

Carried.

Discussion took place regarding the different pay structures for part-time firefighters. During the 2018 budget process some discussion was had regarding continuing to adjust the 2019 annual bonus from \$750 to \$1,000. The amount in the 2019 was properly budgeted to make the change from \$750 to \$1,000 for the annual bonus for those firefighters who were over the 90% response to calls. Allmann/Hauser to recommend to the Common Council to increase the Part-Time firefighter annual bonus increase from \$750 to \$1,000 as budgeted in the 2019 Sturgeon Bay Fire Department annual budget for those part-time firefighters that are above the 90% response to calls. Carried.

After the Chair announced the statutory basis, Ward/Allmann to convene in closed session in accordance with the following exemption: Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. Wis. Stats. 19.85(1)(c) a. Reconsideration of: Staffing Levels; b. Consideration of: Finance Director position. Move to reconvene in open session to take formal action upon preceding subject of closed session, if appropriate; or to conduct discussion or give further consideration where the subject is not appropriate for closed session consideration. All voted aye. Carried.


The Committee reconvened in open session at 11:42 a.m.

Discussion took place regarding reinstating longevity and supplemental pay for permanent part-time employees and whether or not those benefits should be reinstated for years of service.

Ward/Allmann to recommend to the Common Council to reinstate for 2019, for permanent part-time employees, longevity pay based on the number of years of service and supplemental pay at 80%. Carried.

Allmann/Hauser to adjourn. Carried. The meeting adjourned at 11:54 a.m.

Respectfully submitted,

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

Stephanie L. Reinhardt
City Clerk/Human Resources Director

CITY OF STURGEON BAY
INSPECTION DEPARTMENT

November 30, 2018

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

November-18	YEAR TO DATE		November, 2018	YEAR TO DATE
0	8	ONE FAMILY DWELLINGS	----	1,702,825
0	0	TWO FAMILY DWELLINGS	----	-----
0	6	MULTIPLE FAMILY DWELLINGS	----	4,783,643
0	11	MANUFACTURED HOME	----	450,000
0	0	C.B.R.F.	----	-----
0	3	RESIDENTIAL ADDITIONS	----	71,500
5	55	RESIDENTIAL ALTERATIONS	184,200	949,561
1	3	RESIDENTIAL GARAGES/CARPORTS	38,000	82,000
0	3	RESIDENTIAL GARAGE ADDITIONS & ALTERATIONS	----	40,100
1	9	RESIDENTIAL STORAGE BUILDINGS	7,000	75,600
0	0	RESIDENTIAL SWIMMING POOLS	----	-----
0	0	NON-RESIDENTIAL SWIMMING POOLS	----	-----
0	2	NEW COMMERCIAL BUILDINGS	----	2,591,500
0	7	NON-RESIDENTIAL GARAGES & STORAGE BUILDINGS	----	724,400
0	6	NON-RESIDENTIAL ADDITIONS	----	5,795,805
3	43	NON-RESIDENTIAL ALTERATIONS	1,329,955	7,031,962
0	0	MUNICIPAL BUILDINGS	----	-----
0	0	WAREHOUSES	----	-----
0	0	FACTORY & SHOP	----	-----
0	1	COMMUNICATION TOWER	----	10,000
0	0	SUBSTATION	----	-----
0	0	AGRICULTURAL BUILDINGS	----	-----
10	157	TOTAL ESTIMATED COST OF CONSTRUCTION	\$1,559,155	\$24,308,896
November, 2018	YEAR TO DATE	TOTAL PERMITS ISSUED	November, 2018	YEAR TO DATE
10	157	BUILDING PERMITS	3,302	43,677
16	173	ELECTRICAL PERMITS	2,042	19,136
8	129	PLUMBING PERMITS	912	330,507
6	64	HEATING PERMITS	1,960	13,056
7	109	SIGN PERMITS	290	3,500
0	11	MISCELLANEOUS PERMITS	----	675
0	0	SUMP PUMP PERMITS	----	-----
0	0	ELECTRICIAN LICENSES	----	-----
0	8	EARLY STARTS	----	760
0	18	EROSION CONTROL	----	3,200
0	0	STATE PLAN APPROVALS	----	-----
0	64	PARK & PLAYGROUND PAYMENTS	----	19,200
0	18	WISCONSIN PERMIT SEALS	----	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
1	6	CERTIFIED SURVEY MAP REVIEWS	30	450
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	----	-----
1	49	COMMERCIAL OCCUPANCY FEES	50	4,550
0	0	PIER PERMIT	----	-----
0	7	DEMOLITION	----	175
0	24	PLAN REVIEW FEE	----	8,650
		ADMIN FEE	430	5,093
TOTAL RECEIPTS DEPOSITED WITH CITY TREASURER			\$9,016.00	\$457,368.00

Cheryl Nault
Building Inspection Dept.



Kalin Montevideo
Assistant Fire Chief

CITY of STURGEON BAY FIRE DEPARTMENT

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 NOVEMBER 2018 FIRE REPORT

NOVEMBER INCIDENTS: 104
YEAR TO DATE INCIDENTS: 1,193

INCIDENTS BY JURISTICTIION:

CITY - East Side: 75 Year to Date: 758
21 – Medical Incident, Non-Emergent
33 – Medical Incident, Emergent
06 – Alarm/Detector Activation, No Fire
01 – Smoke or Odor Removal
03 – Arcing/Shorted Electrical Equipment
01 – Unauthorized Burning

AVERAGE RESPONSE TIME:

EMERGENT: 4.24 minutes NON-EMERGENT: 4.08 minutes
02 – Carbon Monoxide Incident
02 – Gas Leak
02 – Vehicle Fire
01 – Chimney Fire
03 – Vehicle Accident

CITY - West Side: 18 Year to Date: 296
02 – Medical Incident, Non-Emergent
08 – Medical Incident, Emergent
02 – Outside/Trash/Rubbish Fire
01 – Unauthorized Burning

EMERGENT: 4.16 minutes NON-EMERGENT: 3.46 minutes
01 – Carbon Monoxide Incident
02 – Vehicle Accident
01 – Gas Leak
01 – Excessive Heat Scorch Burns

Town of Sevastopol: 04 Year to Date: 74
01 – Vehicle Fire
02 – Vehicle Accident

EMERGENT: 11.51 minutes NON-EMERGENT: N/A
01 – Assist Police or Government Agency

Town of Sturgeon Bay: 05 Year to Date: 47
01 – Medical Incident, Non-Emergent
03 – Medical Incident, Emergent

EMERGENT: 7.0 minutes NON-EMERGENT: 12.27 minutes
01 – Chimney Fire

MUTUAL AID/MABAS INCIDENTS

Luxemburg: 01 Year to Date: 02
01 – Structure Fire

Southern Door: 0 Year to Date: 07

Brussels, Union, Gardner: 01 Year to Date: 07
01 – Structure Fire

Gibraltar: 0 Year to Date: 01

Jacksonport: 0 Year to Date: 01

INPECTION REPORT:

Inspections - City of Sturgeon Bay:	<u>164 Inspections</u>	<u>121.45 Hours</u>
Inspections – Town of Sevastopol:	<u>03 Inspections</u>	<u>2.56 Hours</u>
Inspections – Town of Sturgeon Bay:	<u>0 Inspections</u>	<u>0 Hours</u>
Inspections – Town of Jacksonport:	<u>0 Inspections</u>	<u>0 Hours</u>

SPECIAL REPORTS, TRAINING AND MAINTENANCE

MAINTENANCE:

Firefighters installed a new fitting for the air eject on Engine 6; winterized, changed plugs & fuel filter on 23ft Safe Boat (BUG), installed new Knox Boxes in apparatus; replaced batteries in Tender 1; installed cabinets and countertops in trailer; cleaned and lubed all Cam Locks; collected an air sample to be tested on the breathing air compressor; removed grass fire skid from UTV to get ready for winter; repaired small blue generator; cleaned dirt from fuel tank and filter screen from Engine 4 generator; removed equipment, pressure washed, replaced impeller, changed gear oil, replaced inline fuel filter and cartridge filter on Marine 1 and put it into winter storage; repaired the pressure washer; inspected, diagnosed and repaired valve wiring and components for transfer valve on Engine 6; replaced fuel filter on Engine 4 and inspected the fuel system; replaced the snaps on the canvas/cover on Marine 1 and Custom Fab & Body replaced the water level indicator on Tender 3.

TRAINING:

452.8 hours of training were conducted in November. Firefighters trained with Self-Contained Breathing Apparatus (SCBA) air management/air consumption; EMS/Ambulance procedures and equipment; PT FF Mann, PT FF Coyer & PT FF Kaster continued Firefighter I and Hazardous Materials training at NWTC in Green Bay; Assistant Chief Montevideo attended a 6 day Safety Program Operations training at the National Fire Academy; AC Montevideo, Lt Smith & FF Frangipane participated in Active Shooter/Hostile Event Command and Control training and we held a department wide Confined Space Training at Bay Shipbuilding which included representatives from US Coast Guard, Door County EMS and Fincantieri Bay Ship.

OTHER:

Fire Chief and AC attended City and other Town meetings; installed nine (9) car seats and conducted multiple station tours.

Our firefighters also participated in the Christmas by the Bay Holiday Parade Party; Leader Dog Program and presented a safety presentations for Drivers Ed students at Sturgeon Bay High School.

Our Department also conducted a water shuttle evolution that will be used to enhance our ISO water rating for the Town of Sevastopol and Town of Sturgeon Bay. This evolution involved drafting from a static water supply and hydrant system.

There were six additional departments from our County that participated.



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 November, 2018

Date: December 10, 2018

The following is a summary of the Police Department's activities for the month of November 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 47 crimes.

These crimes can be broken down and classified as follows.

Battery.....	03
Bail Jump.....	03
Burglary.....	02
Disorderly Conduct.....	06
Death Investigation.....	03
Possess Controlled Substance.....	03
Fraud / Forgery.....	07
Domestic Abuse.....	03
Theft.....	08
Criminal Damage to Property.....	02
Threats to Injure.....	03
Sex Offense.....	01
Violate Court Order.....	02
Internet Crime against Children.....	01
TOTAL	47

The above crimes resulted in the loss of \$1,036 to the community, of which \$0 has been recovered.

Arrests

The Department completed a total of 98 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	
Assault to Officer	01
Possess Drug Paraphernalia.....	01
Bail Jump.....	01
Theft.....	01
Forgery.....	02
Possess Controlled Substance.....	01
TOTAL 07	
B. Misdemeanor Crime Arrests	
Disorderly Conduct.....	06
Violate Court Order.....	02
Bail Jump.....	04
Fraud.....	01
Criminal Damage to Property.....	01
Criminal Trespass to Dwelling.....	01
Battery.....	04
TOTAL 19	
Wisconsin Probation & Parole Arrests / Warrant Arrests	08
	TOTAL 08
C. Ordinance Violation Arrests	
Possess Marijuana.....	02
Possess Drug Paraphernalia	02
Disorderly Conduct.....	02
Underage Possession of Tobacco	01
TOTAL 07	
D. Traffic Crime Arrests	
Operate Motor Vehicle while Intoxicated.....	02
Operate Motor Vehicle while Revoked.....	06
Operate Motor Vehicle w/o Valid License	02
Fail to Install Ignition Interlock Device	01
TOTAL 11	
E. Traffic Violation Arrests	
Operate Motor Vehicle while Intoxicated.....	03
Speeding.....	05
Registration Cancelled/Suspended.....	03
Operate Motor Vehicle w/o Insurance.....	06
Operate Motor Vehicle while Suspended.....	06
Mandatory Seatbelt Violation.....	01
No Valid License.....	02
Miscellaneous Violations.....	20
TOTAL 46	

In addition to the preceding arrests, the Department conducted a total of 213 traffic stops during the month and logged 65 violations for various motor vehicle defects and local ordinances and issued 53 written warnings for those violations. A total of 02 parking tickets were issued for parking violations throughout the city.

Traffic Accidents

The Department during the month investigated a total of 26 vehicle accidents. These accidents are categorized into four types.

A.	Motor Vehicle Accidents Involving Fatalities.....	00
B.	Motor Vehicle Accidents Involving Injuries	04
C.	Motor Vehicle Accidents Involving Property Damage	21
	(greater than \$1,000.00)	
D.	Motor Vehicle Accidents Involving Property Damage	01
	(less than \$1,000.00)	TOTAL 26

Police Service Calls

Department members handled 361 service calls during the month. These calls consist of both citizen requests for police service as described below (280), crimes investigated (47), traffic accidents investigated (26), and Wisconsin Probation and Parole Assists (08).

A.	Traffic and Road Incidents	73
----	----------------------------------	----

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	20
----	--------------------------------	----

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

D.	Alarms	24
----	--------------	----

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	08
----	------------------------------------	----

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

F.	Civil Disputes	03
----	----------------------	----

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

G.	Escorts	03
----	---------------	----

Transporting citizens, money escorts for area financial institutions, funerals, and for area industry and farming.

H. Citizen Assist..... 21

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..... 06

Includes assistance to other law enforcement and government agencies.

J. Suspicious Person / Vehicle / Circumstance..... 16

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..... 14

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..... 06

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 71

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 12

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 280

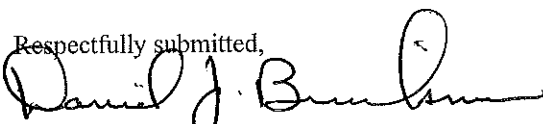
Department Training

The joint dive team and SWAT conducted their monthly training session. Three officers attended a seminar on Law Enforcement Officers Killed and Assaulted; one officer completed a 24 hour specialized course on Digital Forensics, one officer completed his annual Instructor Update and two officers completed an 8 hour course on Pursuit Intervention Techniques.

Education

Officers Michelle Snover, Eric Jose and Police School Resource Officer Roxanne Mielke participated in Challenge Day for Sturgeon Bay High School juniors and Sevastopol High School seniors. Captain Dan Brinkman presented Civilian Response to Active Shooter Events to employees at East Shore Industries in Algoma.

Respectfully submitted,


Captain Daniel J. Brinkman

BEVERAGE OPERATOR LICENSE

1. Busch, Kellie F.
2. DeJardine, Paul R.
3. Gigot, Dean F.
4. Mccue, Jasmine N.
5. Olson, Brandon E.
6. Owen, Kylie M.
7. Paschke, Maryann B.
8. Wierer, Allison E.

CLASS A BEER AND CLASS A LIQUOR LICENSES:

Minit Mart, LLC
Agent: Jeremy Wolkovitz
1255 Green Bay Road
Sturgeon Bay, WI 54235
December 19, 2018 – June 30, 2018

Minit Mart, LLC
Agent: Jeremy Wolkovitz
1314 Green Bay Road
Sturgeon Bay, WI 54235
December 19, 2018 – June 30, 2018

SIDEWALK CAFÉ PERMIT APPLICATION

Application for sidewalk café permit must include:

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

Name of applicant:

Thomas S. Penney

Establishment Name:

Henry S. Baird #174

Address:

31 S. 3rd Ave P. Box 86 Sturgeon Bay WI 54235

Phone/Email:

920.493.3727 Tompenney@charter.net

☒ Written Request Submitted

☒ Cert of Insurance (additional insured) submitted

☒ Scaled Diagram submitted

☒ Hold Harmless Certificate submitted

☒ Fee Paid \$55.00

Date Completed Application Submitted:

NOV 28, 2018

Community Development Approval:

Chris Hillman 12-3-18

Department of Public Works Approval:

LMS 12-4-18

Date of Common Council Approval:

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

☐ Copy of Sidewalk Café Ordinance provided to applicant.

*See back for "Alcohol Being Served Application Submission Information."

DISALLOWANCE OF CLAIM RESOLUTION

WHEREAS, A Notice of Claim was filed November 27, 2018, with an incident date of November 27, 2018, with the City Clerk; and

WHEREAS, said Notice of Claim alleges that Shawn Landles, 820 North 5th Avenue, Sturgeon Bay, WI 54235, sustained damages, and alleges that there was damage to her vehicle caused by the City of Sturgeon Bay and employees of the City of Sturgeon Bay; and

WHEREAS, review of this matter by the City's Insurance Carrier recommends that the claim be denied.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Sturgeon Bay that the claim submitted by Shawn Landles be and the same is hereby denied, and no action on this claim may be brought against the City of Sturgeon Bay or any of its officers, officials, agents or employees after six months from the date of service of this notice, pursuant to Wisconsin Statute 893.80.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the claimant by certified mail, return receipt requested, as a notice of disallowance.

* * * * *

Motion made by Alderperson _____, seconded by Alderperson _____ to adopt.

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

Statewide Services, Inc.

Claim Division

1241 John Q. Hammons Dr.
P.O. Box 5555
Madison, WI 53705-0555
877-204-9712

December 5, 2018

City of Sturgeon Bay
Attn: Stephanie Reinhardt
421 Michigan St.
Sturgeon Bay, WI 54235

Program: League of Wisconsin Municipalities Mutual Insurance
Our Insured: City of Sturgeon Bay
Date of loss: 11/27/2018
Our Claim # WM000152810175
Claimant: Shawn Landles
820 N. 5th Ave.
Sturgeon Bay, WI 54235

Dear Stephanie,

Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance which insures the City of Sturgeon Bay. We are in receipt of the claim submitted by Mr. Landles for damage to his vehicle windshield, allegedly caused by debris ejected from a City leaf vacuum.

We have reviewed the matter and recommend that the City of Sturgeon Bay deny this claim pursuant to the Wisconsin statute for disallowance of claim 893.80(1g). The disallowance will shorten the statute of limitations period to six (6) months.

Our denial is based on the fact that the investigation revealed no negligence on behalf of the City. The City maintains that debris large or heavy enough to cause the windshield chips being claimed could not have escaped from the leaf vacuum vent.

Please submit the disallowance directly to the claimant at the above address. The disallowance should be sent certified or registered mail and must be received by the claimant within 120 days after you receive Notice of Claim. Please send a copy of the disallowance to Statewide Services Inc. Claims.

Sincerely,

Sarah Bourgeois
Claims Rep. I
Statewide Services Inc.
PO Box 5555
Madison, WI 53705-0555
608-828-5439 Phone
800-854-1537 Fax
sbourgeois@statewidesvcs.com

CC: Sherri Regenwether

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

We, the Finance/Purchasing & Building Committee, hereby recommend to accept \$16,118 in tax increment revenue, for 1 year and not amend the Bay Lofts, LLC Development Agreement, and that the City urge Bay Loft, LLC to get the assessed value reviewed and increased to \$5,000,000.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: David Ward, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: November 28, 2018

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

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

Josh VanLieshout
City Administrator
City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI 54235



November 12, 2018

RE: The Bay Lofts Developers Agreement

Dear Mr. VanLieshout,

Thank you for bringing the issue related to our developers/TIF agreement to my attention several weeks ago – specifically section F 2: “Developer shall provide a total value of not less than \$5,000,000 of assessed value upon the Property in order to earn any payments from Tax Increment.” – and that your assessor had determined a property valuation less than \$5,000,000.

We, like you, were very surprised. We’d had an advanced conversation with the assessor prior to entering into the agreement, and our total development budget was about \$7.6 million. I’d also note that this language was not in early negotiation drafts of our agreement prior to going to Council. From my previous experience with such language municipalities try to protect against developers challenging high assessments and try to establish a minimum value to protect their districts, but that did not occur. To the contrary, our team feels that we more than delivered what we committed to – and have no control over a third-party assessment. The unintended consequences of not returning 85 percent of our tax payment to retire our TIF note would be a tremendous financial burden to the property and certainly have a chilling effect on interest for further development in Sturgeon Bay.

As a solution, we’d propose that the City retain 15 percent of the *projected tax amount* in our pro forma that we shared with you of \$107,450 – netting the district \$16,118 – and returning the balance – albeit less than we’d anticipated – to the ownership, thereby maintaining the spirit of the agreement. Toward that end, we would suggest a modification by council of our agreement accordingly. We would hope that next year our assessment is consistent with our projections and this issue would be moot.

Thank you for your consideration. We hope to quickly resolve this and continue to discuss other opportunities in your great city.

Sincerely,

Christopher J. Laurent
Urban Apex, Managing Member of The Bay Lofts MM, LLC

C: Marty Olejniczak, Mark Meester

Executive Summary
Request to Amend the Allocation of Tax Increment for The Bay Lofts
November 20, 2018

Background: The City entered into a development contract with The Bay Lofts, LLC for construction of an apartment building with ground floor retail use at 49 N. Madison Avenue. Under the contract tax increment financing (TIF) assistance would be provided to the developer to finance the construction loan taken out by the developer. This form of TIF is often referred to as developer-financed TIF or "pay as you go" (PAYGO) because the developer only gets the tax increment based upon actual performance and the City is not on the hook for any construction debt.

Under the terms the City would send 85% of the tax increment paid on the new building back to the developer in order to finance the developer's \$850,000 loan. The remaining 15% of the tax increment would be retained by the City to cover its costs for the project (burying the utility lines) and to cover other expenses in TID #4. Once the developer's loan is repaid, which is currently projected to be in 2030, all of the collected tax increment would be retained by the City for other TID #4 expenses.

In the Development Contract, section F.2 obligates the developer to have a total value of at least \$5 Million in order to earn the return of the tax increment. In a traditional TIF agreement, a minimum value is often required to assure the municipality that there would be enough tax increment coming to cover the municipality's upfront costs. In a PAYGO agreement, the minimum value is generally not a major issue because the risk is on the developer. The minimum required value under section F.2 is included to ensure that the City's 15% of the tax increment is sufficient for its purposes.

The development parameters that were initially reviewed and approved by the WRA and Council did not include the minimum value. It was instead listed as an optional item. After the development parameters were approved, the city attorney drafted the formal agreement and included the minimum value as a prerequisite for receiving any tax increment. City staff questioned the need for the provision and offered an alternative to essentially use the same language now proposed by the developer. The minimum value requirement was also pointed out to the developer. But ultimately no changes were made to the development agreement.

Options: The Council has several options to handle the request from The Bay Lofts. Three main options are: 1) strictly follow the current development contract; 2) provide relief from the minimum value requirement and authorize the 85-15 split of the incoming tax increment; and 3) retain the anticipated tax increment that would have been generated if the development met the minimum \$5 Million of property value and return the rest. The estimated financial impacts of these options are presented in the attached document. These options could be done for just the upcoming year or could be done for future years if the development contract is amended.

Recommendations: The City had an expectation of receiving 15% of tax increment generated from a \$5 Million project value. Thus, it is important to protect that. The language of section F.2 goes beyond that. The Bay Lofts developers built what approved by the City and were surprised the assessment was lower than expected. While the burden was on The Bay Lofts to get the value to \$5 Million, it seems punitive to withhold all tax increment. Therefore, staff supports the third option whereby it keeps the amount of tax increment that was anticipated if the \$5 Million in property value was met and return the remainder to the developer. The developer gets less than expected but should be able to make good on its development loan.

Further, staff is comfortable changing that section of the development contract to allow that arrangement going forward for future years. That way the actual assessment is not a factor for the City since it will be guaranteed to receive its anticipated revenue prior to any remaining amount going to the developer.

Prepared By:



Martin Olejniczak, Community Development Director

Reviewed By:



Josh Van Lieshout, City Administrator

The Bay Lofts – TID #4 – Proposal to Amend Development Agreement for Sharing Tax Increment

- Base value of parcel (incl. personal property) = \$243,649

Development Agreement Parameters:

- Total property value required for Bay Lofts to receive tax increment = \$5,000,000
- Required property value increment = \$4,756,351 (required total value – base value)
- Tax increment generated from required value increment = \$107,060.70
- City share of tax increment (15%) = \$16,059.10 Bay Lofts share (85%) = \$91,001.60

Current value increment = \$4,036,751. This figure is below the required increment under the development agreement. For 2019 the tax increment generated will be \$90,863.23. Here are some potential scenarios for dividing the tax increment:

If development agreement is strictly followed:

City share of tax increment = \$90,863.23 Bay Lofts share = \$0

If 85-15 split is retained despite increment shortfall:

City share of tax increment = \$13,629.49 Bay Lofts share = \$77,223.74

If Chris Laurent (Bay Lofts) proposal is adopted:

City share of tax increment = \$16,059.10 Bay Lofts share = \$74,804.13

Revised Section F (proposed language)

2. Developer Obligation to Add Tax Base. ~~Developer shall provide a total value of not less than \$5,000,000 of assessed value upon the Property in order to earn any payments from Tax Increment.~~ The parties recognize that the Tax Increment which supports the payments to Developer is based upon tax base added to the Property in the form of increased assessed value.

4. Payment of Tax Increment. ~~Eighty-five percent (85%)~~ The City shall retain 15% of all tax increment collected upon the Property, including taxes upon individual units which are derivatives of the Property, or an amount equal to 15% of the Tax Increment that would be collected upon the Property if it had an assessed value of \$5 Million, whichever is greater. The remaining Tax Increment shall be tracked in a Special Loan Repayment Account. The Special Loan Repayment Account shall be used exclusively to reimburse Developer for the principal and interest payments for the \$850,000 Developer-financed loan. The parties acknowledge that the Developer's annual payment on the \$850,000 Developer-financed loan may be equal to, exceed or be less than the collected Tax Increment generated from the Property. City will pay to Developer the entire amount then held in the Special Loan Repayment Account within 21 days after deposit of real estate taxes by Door County into the City's account, or at all other times within 21 days of a written request made by Developer. Developer will use such payments to reimburse itself for principal and interest payments previously made and to make future payments of principal and interest for the \$850,000 Developer-financed loan. If pre-payment of the \$850,000 Developer-financed loan is not permitted, Developer will hold such payment until it may be applied to the \$850,000 Developer-financed loan without penalty.

DOC#: 796594



**DEVELOPMENT CONTRACT FOR
BAY LOFTS MIXED-USE
RESIDENTIAL AND COMMERCIAL
DEVELOPMENT PROJECT
WITHIN STURGEON BAY
WATERFRONT REDEVELOPMENT
DISTRICT**

Recorded
JUNE 24, 2016 AT 10:12AM

CAREY PETERSILKA
REGISTER OF DEEDS
DOOR COUNTY, WI

Fee Amount Paid: \$30.00

Recording Area

Name and Return Address

Atty. Randall J. Nesbitt
Pinkert Law Firm LLP
P. O. Box 89
Sturgeon Bay, WI 54235

281-24-15110103A
Parcel Identification Number (PIN)

**DEVELOPMENT CONTRACT FOR
BAY LOFTS MIXED-USE RESIDENTIAL
AND COMMERCIAL DEVELOPMENT PROJECT
WITHIN STURGEON BAY WATERFRONT REDEVELOPMENT DISTRICT**

AGREEMENT made by and between the City of Sturgeon Bay, Sturgeon Bay, Wisconsin, a Wisconsin municipal corporation, hereinafter referred to as the "City", and The Bay Lofts, LLC, a Wisconsin limited liability company, hereinafter referred to as "Developer."

RECITALS

WHEREAS, the City has created Tax Increment District #4 on the West Side of Sturgeon Bay for the purpose of development of areas west of the ship canal bisecting the City of Sturgeon Bay and the Door Peninsula in Door County, Wisconsin, further known as the "West Waterfront Redevelopment District"; and

WHEREAS, the Tax Increment District #4 Plan calls for development of market-rate multi-family housing with mixed-use development in the area of 49 North Madison Avenue in the City of Sturgeon Bay, Door County, Wisconsin; and

WHEREAS, Developer proposes to redevelop the site at 49 North Madison Avenue in the City of Sturgeon Bay with a mixed-use development consisting of approximately 35 market-rate residential dwelling units and approximately 2,350 square feet of commercial tenant space to be known as The Bay Lofts (the "Project"); and

WHEREAS, the City finds it beneficial to the health, welfare and prosperity of its residents to provide financial assistance for the development of the Project by providing reimbursement to the Developer for a portion of the costs of the Project, to be paid from Tax Increments generated by the increased value of the Property in accordance with this Agreement; and

WHEREAS, the City finds that the development and fulfillment, generally, of the terms and conditions of this Agreement, are in the vital and best interests of the City and its residents, by encouraging further economic development, expanding the City's tax base, increasing property tax revenues, furthering blight elimination, and providing additional residential opportunities in downtown Sturgeon Bay thereby serving public purposes in accordance with State and local law; and

WHEREAS, the City finds that but for the City's provision of financial assistance to the Developer, the completion of the Project would not occur;

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties as hereinafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged by both of the parties hereto, the parties agree as follows:

A. Facility to be Developed.

1. Legal Description of Project. The Property upon which the Project is to be constructed is within the City of Sturgeon Bay, Door County, Wisconsin, and legally described as follows:

Lot 1 of Certified Survey Map #1142 recorded in Volume 6, Page 298 as Document No. 794646; and also a tract of land located in Government Lot 3 of Section 7, T27N, R26E, City of Sturgeon Bay, Door County, Wisconsin and described as follows:
Commencing at the southeast corner of Lot 1 of Certified Survey No. 1142 recorded in Volume 6 of Certified Survey Maps, Page 298, thence N 15°28'54" W along the easterly line of said Lot 1 154.65 feet, thence N 89°57'41" E 41.46 feet, thence S 00°04'15" W 149.06 feet to the point of commencement.

Tax Parcel No. 281-24-15110103A

2. Facility Described. Developer will develop, on real estate to be acquired by Developer as described above, a 4-story mixed-use building to include approximately 35 residential units and approximately 2,350 square feet of ground floor commercial space facing Madison Avenue. The Project is to include indoor and outdoor parking facilities, a front "plaza" area along Madison Avenue, a fourth floor clubroom with roof deck, and residential unit decks/balconies.

B. Developer's Obligations.

Developer agrees and covenants to the following:

1. Property Acquisition & Building Permits/ Approvals. The Developer is responsible to acquire the Property and obtain, directly or through its agents, a building permit from the City and other permits or approvals required to construct the Project. The Project shall be constructed in accordance with all applicable federal, State of Wisconsin, County of Door, and City of Sturgeon Bay laws, ordinances and regulations.

2. Financing. Developer is responsible to obtain financing separate and apart from any financial arrangement outlined herein with the City of Sturgeon Bay, by a lender or investors of its choice.

3. Dedication of Right of Way. Developer will dedicate to the City the northerly 8 feet of the Property, as described above, consisting of an 8-foot strip of land along Larch Street

to be used for public street right of way. The dedication of this area shall be made at no cost to the City and completed prior to commencement of construction upon the Property.

4. Street Improvements. Developer shall complete, or at its option, pay for the City to complete, the installation or relocation of curb/gutter, sidewalks, street trees, and street lights along Madison Avenue fronting the Property. The installation of street lights along Larch Street and Locust Street fronting the Property shall be at the discretion of the Developer, but if installed shall be paid for by the developer. Such installations shall be consistent with the approved PUD requirements as well as approved design plans and City standards, and must be approved by the City Engineer. Street improvements shall be constructed and completed in a manner to reduce, as much as possible, interruption of area traffic flow, and must be substantially completed prior to occupancy of the Project.

5. Off-Street Parking. The Developer shall construct and maintain the off-street parking spaces shown on the approved PUD site plan. At the Developer's discretion, the parking spaces may be restricted to use by the residential tenants. However, at least 50 percent of the outdoor off-street parking spaces shall be permitted to be used by employees and patrons of the commercial space within the Project. The Developer is not obligated to restrict such spaces to use only for the commercial tenants. Such spaces may be restricted to either residential tenants or commercial tenants/patrons. Off-street parking requirements shall be completed prior to occupancy of the Project.

6. Completion Date. The Developer shall work diligently to complete construction of the Project in accordance with approved plans, so that it will be open for tenants and to the public by January 1, 2018.

C. City of Sturgeon Bay Obligations.

The City of Sturgeon Bay agrees and covenants to the following:

1. Vacation of Existing Madison Avenue Right of Way. The City of Sturgeon Bay will vacate a triangular portion of North Madison Avenue described as follows:

A tract of land located in Government Lot 3 of Section 7, T27N, R26E, City of Sturgeon Bay, Door County, Wisconsin and described as follows:

Commencing at the southeast corner of Lot 1 of Certified Survey No. 1142 recorded in Volume 6 of Certified Survey Maps, Page 298, thence N 15°28'54" W along the easterly line of said Lot 1 (also being the existing westerly right-of-way line of North Madison Avenue) 154.65 feet, thence N 89°57'41" E 41.46 feet, thence S 00°04'15" W 149.06 feet to the point of commencement. Said tract contains 3,090 square feet of land.

The City shall have continuing rights to access, use, and replace existing underground utilities in the vacated street right of way, but the vacated right-of-way shall pass to the Developer pursuant to the laws applicable to street vacations with no cost to Developer.

2. Utility Easement. The City will create and record an easement for the existing sanitary sewer main within the Madison Avenue right of way to be vacated. City will be responsible for maintaining and/or replacing the sanitary sewer main, but the easement provided will allow for access, use, maintenance and replacement of the existing sanitary sewer main at no cost to City, subject to requirements of restoring the surface following work upon the sewer main.

3. Underground Relocation of Overhead Utility Lines. The City will be responsible for relocating overhead utility lines which currently exist along Larch Street adjacent to the Property. The relocation of utility lines to an underground location shall be at the sole expense of the City and shall be completed prior to occupancy of the Project.

D. Conditions Precedent.

The following conditions are considered required elements of the obligation of each party. The failure of any of the below conditions releases the other party from obligations under this Agreement, unless otherwise agreed in writing by the parties.

1. Zoning. The Property is currently zoned Planned Unit Development (PUD) and the Developer has received approval of a final PUD plan for a mixed-use development consistent with the development of the Project as described herein. If the actual zoning on the Property is changed, which restricts the development of the planned Project in any material way, the Developer may void this Agreement and the City of Sturgeon Bay shall not contest such action.

2. Building Permit. The Developer is to apply for and receive, at its sole expense, a building permit from the City of Sturgeon Bay which is issued pursuant to City of Sturgeon Bay and State of Wisconsin building code requirements. If the building permit is denied, or the building permit received precludes development of the Project in some material way, the Developer may void this Agreement and the City of Sturgeon Bay will not contest such action.

3. Financing. The parties anticipate that the Developer will receive adequate financing for the construction and development of the Project as described herein and pursuant to Project plans. If Developer fails to obtain adequate financing after giving reasonable effort to obtain such financing, the Developer may void this Agreement and the City of Sturgeon Bay shall not contest such action.

4. Securing Loan Obligation. Developer shall be responsible to secure a Developer-financed loan in the principal amount of \$850,000 at an interest rate not to exceed 4.65 percent per annum upon a not to exceed 20 year amortization. Failure to obtain such loan upon reasonable effort to do so shall allow Developer to terminate this Agreement with no objection by the City.

5. Utilities. City of Sturgeon Bay represents that major utilities including water, sanitary sewer, CATV, phone service, are adequately sized and available at property line to service the Project.

E. Representations and Warranties and Covenants of Developer.

Developer represents and warrants to the City and covenants with the City as follows:

1. All copies of documents, contracts and agreements which Developer has furnished to the City are true and correct in all material respects.
2. Developer has paid, and will pay when due, all federal, state and local taxes, and will promptly prepare and file returns for accrued taxes prior to any taxes becoming delinquent.
3. Developer will pay for all work performed and materials furnished for the Project.
4. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.
5. Developer is a business corporation duly formed and validly existing and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Developer is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.
6. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Developer and constitute the valid and binding obligations of Developer enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
7. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's organizational documents or any indenture, instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer or the Project.
8. There is no litigation or proceeding pending or threatened against or affecting Developer or the Project that would adversely affect the Project or Developer or the enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
9. The Project Cost Breakdown approved by the City accurately reflects all Project costs that will be incurred in the development, completion, construction, furnishing and equipping of the Project, and the City is entitled to rely on the Project Cost Breakdown. Developer knows of no circumstances presently existing or likely to occur which would or could be expected to result in a variation or deviation from the Project Cost Breakdown.

10. No default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and neither Developer is not in default (beyond any applicable period of grace) of any of its/his obligations under any other agreement or instrument entered into in connection with the Project.

11. Developer will conform and comply with, and will cause the Project to be in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City, all environmental laws, rules, regulations and ordinances.

12. Developer will cause the Project to be constructed in a good and workmanlike manner and substantially in accordance with the Plans for the Project. Developer shall not alter the site plan or building plan for the Project previously approved by City without the prior written consent of the City.

13. Developer will not, without City's prior written consent, materially change the scope of the Project or the uses of the Project.

14. Developer guarantees that the Project will result in an equalized value for the Project of not less than the Anticipated Assessed Values, as determined by the City assessor in his/her sole and absolute discretion. Developer understands and agrees that this provision shall not in any way bind the City assessor in his/her assessment and appraisal of the Project and that the City assessor will arrive at an equalized value of the Project based solely on his/her application of all applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this provision shall limit or impair any statutory rights of the City with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes.

15. Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with the development, construction, management and operation of the Project.

16. The representations and warranties contained herein shall be true and correct at all times as required by this Agreement. Developer shall comply with all covenants contained herein at all times during the term of this Agreement.

F. Taxation and Tax Increment.

1. Tax Increments to Offset Developer-Financed Loan. In order to induce Developer to undertake the Project, the Developer has requested and the City has agreed to make available to the Developer future tax increments generated by the Project for the purposes of amortizing an \$850,000 Developer-financed loan.

2. Developer Obligation to Add Tax Base. Developer shall provide a total value of not less than \$5,000,000 of assessed value upon the Property in order to earn any payments from

Tax Increment. The parties recognize that the Tax Increment which supports the payments to Developer is based upon tax base added to the Property in the form of increased assessed value.

3. Tax Increment to be Paid to Developer. Commencing February 1, 2018 and terminating when the principal amount of the Developer-financed loan and related financing costs have been paid or at the expiration of TID #4 (currently 2040), whichever is earlier, the Collected Tax Increment for the Property shall be paid to the Developer at such times and in accordance with the terms of this Agreement so long as the Developer is not delinquent in payment of property taxes with respect to the Property.

4. Payment of Tax Increment. Eighty-five percent (85%) of all tax increment collected upon the Property, including taxes upon individual units which are derivatives of the Property shall be tracked in a Special Loan Repayment Account. The Special Loan Repayment Account shall be used exclusively to reimburse Developer for the principal and interest payments for the \$850,000 Developer-financed loan. The parties acknowledge that the Developer's annual payment on the \$850,000 Developer-financed loan may be equal to, exceed or be less than the collected Tax Increment generated from the Property. City will pay to Developer the entire amount then held in the Special Loan Repayment Account within 21 days after deposit of real estate taxes by Door County into the City's account, or at all other times within 21 days of a written request made by Developer. Developer will use such payments to reimburse itself for principal and interest payments previously made and to make future payments of principal and interest for the \$850,000 Developer-financed loan. If pre-payment of the \$850,000 Developer-financed loan is not permitted, Developer will hold such payment until it may be applied to the \$850,000 Developer-financed loan without penalty.

5. Developer Responsible for Shortfall. The payment to Developer for principal and interest upon this obligation shall never exceed 85 percent of the annual collected tax increment generated from the Property to be paid into the Special Loan Repayment Account. Developer assumes full financial responsibility for any shortfall arising from the difference between the portion of annual collected Tax Increment to be paid to the Developer and the Developer's annual underlying debt payment.

6. Cessation of Payments. All payment obligations from the City to Developer shall cease and be considered satisfied in full with either the expiration of TID #4 or the payoff of the Developer-financed loan, whichever is earlier. Any funds remaining in the Special Loan Repayment Account at such time shall be retained by the City.

7. Use of Remaining Tax Increment. The 15 percent of collected Tax Increment beyond the amount to be deposited in the Special Loan Repayment Account as described above shall be used for other purposes and projects of TID #4 as approved by the Common Council.

8. TID #4 to Remain Open. The City shall take no action to dissolve TID #4 prior to the accumulation of sufficient funds within the Special Loan Repayment Account to cover the payment of all principal and interest due under the Developer-financed loan described above.

9. Tax-Exempt Covenant. Developer agrees that it will not sell, lease, assign or otherwise transfer or convey any interest in the Project or the Property to a person or entity exempt from general property taxation or in a manner which would cause all or any portion of the Project or the Property to be exempt from general property taxation (the "Tax-Exempt Covenant"). The Tax-Exempt Covenant shall be in effect until twenty (20) years after the Effective Date. The Tax-Exempt Covenant will run with the Property and will bind all current and subsequent owners in title to the Property during the term of the Tax-Exempt Covenant. In the event a court finds the Tax-Exempt Covenant is not valid or enforceable or if for any reason the Tax-Exempt Covenant is terminated prior to the stated expiration thereof, then, for any period of time during the term of the Tax-Exempt Covenant that all or any portion of the Project or the Property is exempt from general property taxation, Developer and its successors and assigns shall make a payment in lieu of taxes to the City as required from time to time by the City. The terms of the Tax-Exempt Covenant shall survive the completion of the Project and/or the termination of this Agreement.

G. Default.

The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder:

1. Developer shall fail to pay any amounts due from it under this Agreement on or before the date when due and such failure shall continue for ten (10) days following notice thereof from City to Developer; or
2. Any representation or warranty made by Developer in this Agreement, or any document or financial statement delivered by Developer pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given; or
3. Developer shall breach or fail to perform timely or observe timely any of its covenants or obligations (other than payment obligations, which is addressed in subparagraph (a) above) under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from City to Developer (or such longer period of time as is necessary to cure the default as long as Developer has commenced the cure of the default within the 30-day period, is diligently pursuing the cure of the default and as long as the default is cured not later than 60 days following the notice thereof from the City); or
4. Construction of any portion or phase of the Project or the Project shall be abandoned for more than sixty (60) consecutive days or the entire Project is not completed on or before the Project Completion Date identified in Section B.7. of this Agreement (subject to force majeure or other circumstances outside of Developer's control), or if any portion of the Project shall be damaged by fire or other casualty and not be repaired, rebuilt or replaced as required above; or
5. Developer shall: (i) become insolvent or generally not pay, or be unable to pay, or admit in writing its/his inability to pay, its/his debts as they mature; or (ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial

amount of its/his assets; or (iii) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) have a petition or application filed against it/him in bankruptcy or any similar proceeding, or have such a proceeding commenced against it/him, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or (v) apply to a court for the appointment of a receiver or custodian for any of its/his assets or properties, or have a receiver or custodian appointed for any of its/his assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after its/his appointment; or (vi) adopt a plan of complete liquidation of its/his assets; or

6. If Developer shall dissolve or shall cease to exist; or

7. A default shall occur on any indebtedness of or loan to Developer, or a default shall occur under any mortgage or other lien or encumbrance affecting the Project or the Land, including, without limitation, the Bank Mortgage.

8. Remedies. Upon the occurrence of any Default, without further notice, demand or action of any kind by the City, the City may, at its option, pursue any or all of the rights and remedies available to the City at law and/or in equity and/or under this Agreement against Developer, including without limitation, the right to damages caused by any such Default and the right to specific performance by Developer. In addition, the City shall have the right to suspend performance of any of its obligations or covenants under this Agreement.

9. Except as may be otherwise specifically set forth herein, no remedy herein conferred upon the City is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part the City in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy. Notwithstanding any of the foregoing authorizations, the City shall have no duty or obligation whatsoever with respect to any of the matters so authorized.

10. City's Right to Cure Default. In case of failure by Developer to pay any fees, assessments, charges or taxes arising with respect to the Project or to comply with the terms and conditions of this Agreement, the City shall have the right, but shall not be obligated, to pay such fees, assessments, charges or taxes or take such action as is necessary to remedy the failure of Developer, and, in that event, the cost thereof shall be payable by Developer to the City upon demand

H. General Obligations.

1. Termination of Agreement. This Agreement shall terminate upon the occurrence of the earlier of the following events:

- a. The parties entering into a written agreement terminating this Agreement;
- b. The repayment in full of the \$850,000 Developer-financed obligation; or
- c. Termination of TID #4 as provided by Wisconsin law.
- d. Termination under above Section D.

2. Assignment. Neither Developer, nor its successors, assigns or agents may assign any rights under this Agreement or the Agreement itself without prior written consent of the City of Sturgeon Bay, which approval shall not be unreasonably withheld. Nothing shall prevent Developer from establishing an operating entity for the purpose of constructing improvements or operation of the facility. Any such entity shall construct the improvements and operate the facility in accordance with all terms of this Agreement and will be bound by the terms hereof.

3. Construction of Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin, with venue of any lawsuit to be in Door County, Wisconsin.

4. Modifications. No modifications to this Agreement shall be made except in writing signed by the parties hereto.

5. Authority to Execute Agreement. The undersigned represent that they are duly authorized to execute this Agreement on behalf of the parties hereto.

6. Miscellaneous.

- a. Except as otherwise specifically set forth herein, the respective rights and liabilities of City and Developer under this Agreement are not assignable or delegable, in whole or in part, without the prior written consent of the other party. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.
- b. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Developer, and then only to the extent specifically set forth in writing.
- c. All agreements, representations, warranties, covenants, liabilities and obligations made in this Agreement and in any document delivered pursuant to this Agreement shall survive the execution and delivery of this Agreement.
- d. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or one day following deposit with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid, or (iii) upon transmission by facsimile or e-mail, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this paragraph of a change of address:

If to Developer: The Bay Lofts, LLC
133 South Butler Street
Madison, WI 53703

If to the City: City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI 54235

With a copy to: Pinkert Law Firm LLP
454 Kentucky St,
Sturgeon Bay, WI 54235
Attention: Randall J. Nesbitt, Esq.
E-Mail: rnesbitt@pinkertlawfirm.com

- e. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.
- f. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wisconsin applicable to contracts made and wholly performed within such state.
- g. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.
- h. No Joint Venture. Nothing contained in this Agreement or any other documents executed pursuant to this Agreement, shall be deemed or construed as creating a partnership or joint venture between the City and Developer or between the City and any other person, or cause the City to be responsible in any way for the debts or obligations of Developer or any other person. Developer further represents, warrants and agrees, for itself and its successors and permitted assigns, not to make any assertion inconsistent with their acknowledgment and agreement contained in the preceding sentence in the event of any action, suit or proceeding, at law or in equity, with respect to the transactions which are the subject of this Agreement and this paragraph may be pleaded and construed as a complete bar and estoppel against any assertion by or for Developer and its successors and permitted assigns, that is inconsistent with its acknowledgment and agreement contained in the preceding sentence.

- i. Time is of the essence of each and every obligation or agreement contained in this Agreement.
- j. If any party is delayed or prevented from timely completing construction of the Project, by reason of fire, earthquake, war, flood, riot, strikes, labor disputes, governmental restrictions, judicial order, public emergency, or other causes beyond the control of the party obligated to perform, performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.
- k. The headings in this Agreement are for reference only and are not intended to modify any of the terms and conditions of this Agreement.
- l. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.
- m. This Agreement is the product of negotiation among all of the parties hereto and no term, covenant or provision herein or the failure to include a term, covenant or provision shall be construed against any party hereto solely on the basis that one party or the other drafted this Agreement or any term, covenant or condition contained herein.

WHEREFORE, the parties have hereunto set their hands as of this 9th day of June, 2016.

City of Sturgeon Bay, Wisconsin

By: Thad G. Birmingham
Thad G. Birmingham, Mayor

Attest: Stephanie L. Reinhardt
Stephanie L. Reinhardt, City Clerk

STATE OF WISCONSIN)
)ss.
DOOR COUNTY)

Personally appeared before me this 9th day of June, 2016, the above-named Thad G. Birmingham and Stephanie L. Reinhardt, the Mayor and City Clerk, respectively, of the City of Sturgeon Bay, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority.

Name: Laurie A. Spillmeyer
Notary Public, State of Wisconsin
My Commission expires: 02-24-2019

2016. **WHEREFORE**, the parties have hereunto set their hands as of this 9th day of June,

the bay lofts, LLC

By: the bay lofts, LLC, its Manager

By: Urban Apex, LLC, its Manager

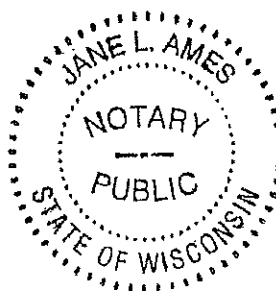
By: Christopher Laurent
Name: Christopher Laurent
Title: Member

STATE OF Wisconsin)
)ss.
Dane COUNTY)

Personally appeared before me this 9th day of June, 2016, the above-named Christopher Laurent, to me known to be the persons who executed the foregoing agreement on behalf of said corporation and by its authority.

Name: Jane L. Ames
Notary Public, State of Wisconsin
My Commission expires: 1/10/2020

This instrument was drafted by
Atty. Randall J. Nesbitt
Pinkert Law Firm LLP
454 Kentucky Street
Sturgeon Bay, WI 54235



R E C O M M E N D A T I O N**TO THE HONORABLE MAYOR AND COMMON COUNCIL:**

We, the Personnel Committee, hereby recommend Council to reinstate for 2019, for permanent part-time employees, longevity pay based on the number of years of service and supplemental pay at 80%.

Respectfully submitted,

PERSONNEL COMMITTEE

By: David Ward, Chr.

RESOLVED, that the foregoing recommendation be adopted.

Dated: December 3, 2018

* * * * *

Moved by Alderperson _____, seconded by Alderperson

_____ that the said recommendation be adopted.

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

R E C O M M E N D A T I O N**TO THE HONORABLE MAYOR AND COMMON COUNCIL:**

We, the Personnel Committee, hereby recommend to increase the Part-Time firefighter annual bonus from \$750 to \$1,000 as budgeted in the 2019 annual budget for those part-time firefighters that are above the 90% response to calls.

Respectfully submitted,

PERSONNEL COMMITTEE

By: David Ward, Chr.

RESOLVED, that the foregoing recommendation be adopted.

Dated: December 3, 2018

* * * * *

Moved by Alderperson _____, seconded by Alderperson

_____ that the said recommendation be adopted.

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

EXECUTIVE SUMMARY

TITLE: Part-Time Firefighter 2019 Wage Increase

BACKGROUND: Sturgeon Bay Part-time Firefighters have many different aspects to their wage. This includes different wage amounts for; Night Duty, Training, Fire Calls, Monthly retainer and Annual Bonus. In past years as a wage increase has come about, either night duty was adjusted or fire calls and training was adjusted. The Part-time Firefighter annual bonus was last adjusted in 2018 from \$500 to \$750, which had not been adjusted since its inception in the mid 90's when the insurance was no longer offered as an annual bonus for above 90% response to calls. With the 3% wage increase scheduled for all employees in 2019 on their wage, it was decided to adjust the the annual bonus in order to retain and attract more part-time firefighters. In the 2019 Sturgeon Bay Fire Department budget, the line for part-time wages reflects the increase in the annual bonus.

RECOMMENDATION: Recommend to the Common Council to increase the Sturgeon Bay Part-time Firefighter annual bonus increase from \$750 to \$1000 as budgeted in the 2019 Sturgeon Bay Fire Department annual budget.

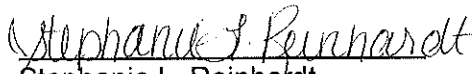
PREPARED BY:



Tim Dietman
Sturgeon Bay Fire Chief

11-28-2018
Date

REVIEWED BY:



Stephanie L. Reinhardt
City Clerk/HR Director

11/28/18
Date



Joshua J. Van Lieshout
City Administrator

11/28/18
Date

ORDINANCE NO. _____

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

SECTION 1: Section 1 1.166 (2) (b) 3 of the Municipal Code (Local Arts Board) is hereby repealed and recreated as follows:

- (2) (b) The local arts board will be appointed by the mayor subject to common council confirmation. It will be composed of representatives from the following constituencies:
1. One member from the park and recreation board.
 2. One representative who is a professional planner, architect, or engineer.
 3. Three representatives of the local arts community to include: visual, performing and language arts, and one representative from the Miller Art Museum.

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

Approved:

Thad Birmingham
Mayor

Attest:

Stephanie L. Reinhardt
City Clerk

ORDINANCE NO. _____

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

SECTION 1: Section 28.04 (2) of the Municipal Code (Historic Preservation Commission) is hereby repealed and recreated as follows:

(2) The mayor shall appoint all members of the commission, subject to confirmation by the city council. The commission shall include one member of the city council and six citizen members, with one being an employee of the Door County Historical Museum. If available, the following individuals shall be considered: a registered architect, an historian or architectural historian, a licensed real estate agent and an archeologist.

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

Approved:

Thad Birmingham
Mayor

Attest:

Stephanie L. Reinhardt
City Clerk

Stephanie L. Reinhardt
City Clerk/
Human Resources Director
City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI 54235



Phone 920-746-2900
Fax 920-746-2905
Email:
sreinhardt@sturgeonbaywi.org

Visit our website at: www.sturgeonbaywi.org

TO: Mayor & Common Council

FROM: Stephanie L. Reinhardt, City Clerk/Human Resources Director

DATE: December 13, 2018

RE: Spring Primary

It is necessary for the Common Council to determine if a Spring Primary should be held if there are three or more candidates for an office (or offices).

The State Statutes require that the Common Council must decide "not later than" three days after the filing deadline which is January 2, 2019. It would be appropriate for the Council to make a decision as to whether to hold a primary if three or more candidates qualify for an office(s).



Resolution of the Common Council
City of Sturgeon Bay

Acknowledging the Good Faith Efforts of Sawyer Hotel Development, LLC

WHEREAS, Mr. Robert Papke was approached by the City to be a partner in developing the west side waterfront, and;

WHEREAS, unexpected circumstances made the terms of that development difficult if not impossible to fulfill;

NOW THEREFORE BE IT RESOLVED, that the City of Sturgeon Bay expresses its gratitude to Mr. Papke for all work done in good faith. The City further expresses its intent and hope that the entire community move forward toward a prosperous and vibrant future.

Stephanie Reinhardt, Clerk



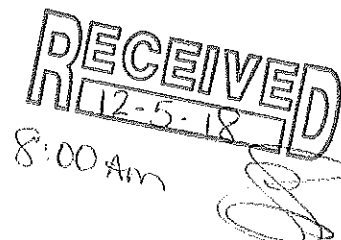
City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI 54235

Thad Birmingham
Mayor

920-746-2900 (Voice)
920-746-2905 (Fax)
sbmayor@sturgeonbaywi.org

December 5, 2018

Stephanie Reinhardt, Clerk
City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, Wisconsin 54235



Re: Veto of Council Action Approving Settlement parameters with Sawyer Hotel Development, LLC

Dear Ms. Reinhardt,

This letter serves as my veto of agenda item 17, "Consideration of: Settlement parameters with Sawyer Hotel Development, LLC" taken at the Tuesday December 4, 2018 meeting of the Common Council of the City of Sturgeon Bay.

Chapter 62.09(8)(c) Wis. Stats. identifies the process for execution of a veto. The statute in whole reads: *"The mayor shall have the veto power as to all acts of the council, except such as to which it is expressly or by necessary implication otherwise provided. All such acts shall be submitted to the mayor by the clerk and shall be in force upon approval evidenced by the mayor's signature, or upon failing to approve or disapprove within 5 days, which fact shall be certified thereon by the clerk. If the mayor disapproves, the mayor's objections shall be filed with the clerk, who shall present them to the council at its next meeting. A two-thirds vote of all the members of the council shall then make the act effective notwithstanding the objections of the mayor."*

As Mayor it is incumbent on me explain to the common council and the electorate why I am taking this extraordinary action.

First, the Common Council has failed to exercise their fiduciary responsibility to the City. They have failed because although they analyzed the financial impacts of such a large settlement, they have weighed the cost of settling versus a vigorous defense improperly. Principally, the Council's argument for settling relies on the following false assumptions:

1. That the City will not have increment generating development within a two year period as suggested in their proforma or that litigation will take two more years.
2. That settling Sawyer means development will come to the project area in a quicker fashion, particularly given that there is no guarantee that the Ad Hoc West Waterfront Planning Committee will created a redevelopment plan that the

Plan Commission, Joint Review Board, and Common Council will all approve and implement.

3. That a future development proposal will not be stymied by new litigation.

Second, the Council is relying on an argument that the City could lose in court. While it is true that there is always some risk in court, the Common Council has ignored the advice offered to it. Legal Counsel has repeatedly recommended a vigorous defense to the claims of Sawyer (Intentional Misrepresentation, Negligent Misrepresentation, Breach of Implied Duty of Good Faith, and Violation of Equal Protection). The City of Sturgeon Bay entered into an agreement with Sawyer in good faith. The action of the Common Council directly contradicts the advice offered to them by their own legal counsel and the advice of attorneys representing the City's insurer on behalf of the City.

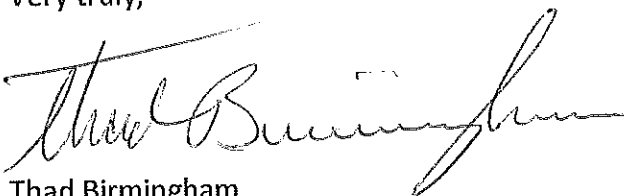
Third, the settlement of Sawyer, at a cost of \$360,000 is too much money. The value of the settlement most likely is greater than the City's maximum exposure if Sawyer were to prevail on all the other arguments. Why would the City settle for an amount greater than its monetary liability should it lose in court?

Fourth, the City's insurer has made it clear that because the defense of the case is so strong, the insurer will not contribute to the cost of settlement. The City's insurer will pay the cost of a court defense as well as damages if the City were to lose in court. Every penny of the settlement payout is tax dollars.

Fifth, the City finds itself subject to the claims by Sawyer because of Door County Circuit Court Case No. 16-cv-23 commenced by the Friends of the Sturgeon Bay Public Waterfront, Shawn M. Fairchild, Carri Andersson, Linda Cockburn, Russ Cockburn, Kathleen Finnerty and Christy Weber. The "Friends" case and the actions of the named and unnamed plaintiffs has prevented the City from transferring title to the property described in the development agreement. The City provided a vigorous defense of the "Friends" claims at trial, has pursued action in the Court of Appeals, and aggressively represented the interests of the City at the declaratory hearing. None of these actions has been finally determined. The Court of Appeals has not acted and Wisconsin department of Natural Resources has not acted on the court mandated declaratory ruling.

For the reasons expressed above, this letter is a veto of the foregoing council actions. Please serve this notice upon the Common Council at their next meeting as required by statute.

Very truly,

A handwritten signature in black ink, appearing to read "Thad Birmingham", written in a cursive style.

Thad Birmingham
Mayor, City of Sturgeon Bay



Resolution of the Common Council
City of Sturgeon Bay

Accepting and Approving the Full & Final Settlement Agreement & Release of all Claims in the matter of Sawyer Hotel Development, LLC v. City of Sturgeon Bay

WHEREAS, the City of Sturgeon Bay with the Waterfront Redevelopment Authority of the City of Sturgeon Bay (WRA) have created an area for redevelopment on the west side of the ship canal known as the "West Waterfront Redevelopment District" and,

WHEREAS, part of the redevelopment plan of the West Waterfront Redevelopment District calls for development of a hotel, restaurant, housing, public park space and/or other facilities; and

WHEREAS, the City of Sturgeon Bay, by action of its Common Council and the WRA, entered into a development agreement with Sawyer Hotel Development, LLC for the purpose of implementing aspects of the redevelopment plan, namely the construction of a hotel, parking lots and public park space; and

WHEREAS, the City of Sturgeon Bay and its development plan was challenged in circuit court (Friends of Sturgeon Bay Public Waterfront et.al. v. City of Sturgeon Bay et.al. Door County Case No. 16-cv-23) contesting the City's ability to transfer the real estate to be conveyed in the development agreement; and

WHEREAS, the Circuit Court issued an injunction prohibiting the sale of any portion of 92 East Maple Street until at which time the Department of Natural Resources has issued a declaratory ruling describing the location of the ordinary high water mark, preventing the City from conveying title to the property, and redevelopment of the site under the terms of the development agreement; and

WHEREAS, nearly two years has lapsed since the circuit court ruling without clear and final resolution, and Sawyer Hotel Development, LLC has commenced suits in United States District Court for the Eastern District of Wisconsin, Case No. 17-C-1631 (originally filed in Door County Circuit Court as Case No. 17-cv-167); and

WHEREAS, the Common Council believes it to be in the City's best interest to resolve all litigation involving the West Waterfront Redevelopment District, including the Friends and Sawyer suits; and

WHEREAS, the Common Council has been advised by legal counsel that the proper order of resolution of the litigation is to first resolve Sawyer; and

WHEREAS, Mayor Birmingham has exercised his statutory authority and vetoed the previous action of the Common Council approving the negotiated Terms of Settlement with Sawyer Hotel, LLC thereby preventing resolution of both the Sawyer and the Friends of Sturgeon Bay Public Waterfront matter and delaying any and all progress toward redevelopment of the west side site; and

WHEREAS, in exercising his veto authority the Mayor has stated his reasons for doing so and the Common Council feels it appropriate for the purposes of history, public information and transparency to share its justification for settlement; and

WHEREAS, it is entirely conceivable that continuing to litigate Sawyer Hotel Development LLC could conclude in six months or take as long as two years or longer; and

WHEREAS, the Common Council has properly considered and evaluated the financial costs of settlement and determined that settling at the specified value is virtually a break-even proposition for Tax Increment District Four as compared to the opportunity cost of litigating for another two years; and

WHEREAS, the Common Council has been advised by its attorneys that the City has a strong defense and may prevail, despite this there are no guarantees of success in court and the only way to guarantee an outcome is to settle; and

WHEREAS, it is true that there is no guarantee if all litigation is settled that development will happen, it is, however, guaranteed that no development will happen unless both Sawyer and Friends are resolved; and

WHEREAS, great expense, in terms of dollars, staff time and lost opportunity have been borne by many, including the residents, the municipal corporation that is the City of Sturgeon Bay and other entities working for the City's economic progress;

NOW THEREFORE BE IT RESOLVED, the Common Council of the City of Sturgeon Bay by a vote of at least two thirds of the membership do hereby again approve and accept the Full & Final Settlement Agreement & Release of all Claims and overrides the Mayor's veto of the same.

BE IT FURTHER RESOLVED, that the forestated action is consistent with the responsibilities and duties of the Common Council and that such action mitigates the expense of time, prolonged litigation, and to takes an affirmative step towards healing and moving forward as a community.

Stephanie Reinhardt, Clerk

FULL AND FINAL SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS ("RELEASE")

SAWYER HOTEL DEVELOPMENT, LLC, a Wisconsin limited liability company whose sole member and/or guarantor is **ROBERT H. PAPKE** (hereafter, "**SAWYER**"), in consideration of Three Hundred Sixty Thousand Dollars (\$360,000.00) and other good and valuable consideration, to be paid as specified in Paragraph 18 below, the adequacy of which is hereby acknowledged, does hereby forever fully release and discharge the **CITY OF STURGEON BAY** as well as its employees, officers, successors, heirs, agents, assigns, reinsurers and insurers (including the League of Wisconsin Municipalities Insurance Company ("LWMMI")) and departments and related political entities (including the Waterfront Redevelopment Authority of the City of Sturgeon Bay ("WRA") (hereafter "**Released Parties**") from any and all claims and causes of action, in any way arising out of, or related to, events concerning the development and conveyance of property located at 92 East Maple Street and 100 East Maple Street in the City of Sturgeon Bay including, but not limited to, events surrounding the sale of said property, development thereof, title thereof, the ordinary high water mark in relation to the public trust doctrine and the development agreement and contractual obligations known as "Development Contract for Hotel for Sturgeon Bay Waterfront Redevelopment" (signed by the City on January 8, 2015 and by Plaintiffs and WRA on January 7, 2015) (hereafter, "**events**"). The events are more particularly described in two pending lawsuits between these parties known as the civil lawsuit pending in the United States District Court for the Eastern District of Wisconsin, Case. No. 17-C-1631 (originally filed in Door County Circuit Court as Case No. 17-cv-167), involving four claims (Intentional Misrepresentation, Negligent Misrepresentation, Breach of Implied Duty of Good Faith, and Violation of Equal Protection) and a mandamus lawsuit in pending in Door County Circuit Court, Case No. 17-cv-194 involving a claim of alleged violations of Wisconsin's Public Records Law, but this Release is not limited just to the claims alleged in those Complaints and lawsuits.

1. This Release by SAWYER is also made for and binding upon its heirs, successors, agents, assigns and, without limitation, any guarantors, partners, members, shareholders or anyone else claiming any right, obligation or otherwise in the company, the aforementioned development agreement or the events. By this agreement, any liability of subsidiaries, parent corporations, insurers, predecessors, successors, officers, directors, agents or employees of the Released Parties is also released and discharged. Further, any other persons or entities who are or might be liable, even though their identity or involvement in the events described in the lawsuit may not be presently known, are fully released and discharged.
2. This Release fully extinguishes any and all claims and causes of action, including, but not limited to, those for compensatory damages; loss of consortium; costs and fees; attorneys' fees; statutory damages awards; reimbursement of medical payments reimbursement of property damage payments; damages for personal injury, emotional distress, litigation costs, punitive damages and all other damages of whatever kind or nature; and any and all claims arising under federal or state statutes or other rules of law, including, but not limited to, constitutional claims, contractual claims, enforcement of or remedies for public records requests made to the City of Sturgeon Bay or WRA and any other theory of liability, recovery or compensation. In making this Release, all rights to bring any other claims against anyone are fully extinguished since full compensation for all injuries and damages has been paid.
3. This Release also extinguishes any claims or causes of action against the Released Parties under the Wisconsin Uniform Marital Property Act. SAWYER agrees to indemnify the Released Parties from any claims arising out of the Wisconsin Uniform Marital Property Act, including all

expenses incurred in the defense of such claims.

4. SAWYER further agrees to indemnify and hold harmless the Released Parties against any claims which may be made by or on behalf of any child related to SAWYER, individually, living or to be born for any claims or causes of action including those for loss of care, companionship, protection, services or benefits.
5. It is understood that the money paid for this unqualified Release is received not only as a full satisfaction for all known and unknown injuries and damages, but also is received for future injuries and damages. The extent of any future injuries and damages is unknown, but it is understood that it may result in a condition substantially different than it is today. SAWYER understand that in making this Release it will have no right to make a claim against anyone, including the Released Parties, for more money even if it later becomes dissatisfied with this settlement for any reason whatsoever.
6. It is understood and agreed that this settlement is a full compromise of a disputed claim, and this settlement, or the payment of money, is not to be construed as an admission of liability by the Released Parties. It is recognized that the Released Parties deny that they are liable for the claimed injuries and damages. In particular, the Released Parties deny that any basis exists for a claim of attorney fees, costs, punitive or other damages arising out of the allegations in this matter.
7. SAWYER also agrees to execute any and all supplemental documents and take all additional actions which may be necessary or appropriate to give full force and effect to the terms and intent of this Release and to dismiss the two pending lawsuits on their merits and with prejudice within 48 hours of execution of this Release. SAWYER also agrees that the aforementioned Development Contract is, upon execution of this Release, immediately and finally terminated, extinguished, withdrawn or otherwise ended with no force, effect or obligations of any kind whatsoever. Moreover, SAWYER also agrees that it has no ownership of or interest of any kind in the properties at issue, including any soil, dirt or the like remaining on the properties but, instead, such ownership of or interest of any kind in such properties and such soil and dirt belongs to the City of Sturgeon Bay. Finally, as noted by Paragraph 2, Sawyer also foregoes, dismisses and releases any currently pending or previously made public records requests to the City of Sturgeon Bay or WRA.

**Additional Terms Regarding Assignment, Indemnification
and Subrogation Including Medicare**

8. SAWYER represents that no portion of its claims or lawsuits has been assigned to anyone else and that no other person or entity has any legal right to pursue such claims, present upon the Released Parties any demands of any kind or share in the proceeds of this settlement. In making this representation, SAWYER agrees to indemnify the Released Parties for any money they may have to pay to any person or entity asserting any claim arising out of, or related to, any injuries or damages sustained in these events, including any claims based upon liens, subrogation, derivation or assignment. SAWYER agrees to indemnify the Released Parties for any expenses incurred in defending such claims.
9. If a lien or reimbursement right is asserted against the settlement proceeds or against the Released

Parties, SAWYER agrees to pay and satisfy such lien or reimbursement right, or to satisfy the same on a compromise basis, to obtain a release of the Released Parties, and to indemnify and hold harmless the Released Parties from all costs, expenses, attorney fees, claims, actions, judgments, penalties or settlements resulting from the assertion or enforcement of any such lien or reimbursement right.

10. As discussed further below, SAWYER agrees that any and all applicable Medicare and/or other liens related to this matter are to be paid out of the settlement proceeds, that Medicare and/or any other lien claims are its responsibility with nothing further to be sought from the Released Parties, and that it agrees to cooperate with the Released Parties in the event the Released Parties are sued, or suit is threatened, by the Federal government with respect to this claim.
11. SAWYER expressly agrees, warrants, and represents that in the event that it has received in the past or will in the future receive any Medicare, Medicaid, or any other similar benefit offered or available through any local, state, or federal government in connection with these events, it shall assume the sole and exclusive responsibility to satisfy any associated payments, repayments, or lien obligations. Further, SAWYER expressly release the Released Parties from any such payments, repayments, or lien obligations and warrants that they shall defend, indemnify, and hold harmless the Released Parties in connection therewith.
12. It is specifically understood and agreed that this settlement is conditioned upon SAWYER being responsible for any conditional liens presented by Medicare, agreeing to reimburse any such conditional liens or payments and making any other past, present and future payment to such entities. If a lien or reimbursement right is asserted against the settlement proceeds or against the Released Parties, SAWYER agrees to pay and satisfy such lien or reimbursement right, or to satisfy the same on a compromise basis, to obtain a release of the Released Parties, and to indemnify and hold harmless the released parties from any costs, expenses, attorney fees, claims, actions, judgments, penalties or settlements resulting from the assertion or enforcement of any such lien or reimbursement right.
13. SAWYER specifically represents that there are no claims, liens, or rights to recover that have or may be made by any other known or unknown governmental entity, insurer, medical provider or other person or corporation.

Other Terms

14. City of Sturgeon Bay, as a custodian of records, will disclose this Release as necessary to comply with Wisconsin's Public Records Law, or as otherwise compelled by law or judicial process.
15. SAWYER will not engage in derogatory, defamatory, disparaging or other such conduct intended to harm, personally or professionally, the Released Parties or other persons who were identified as witnesses in the course of litigation of the two lawsuits. This term applies to all events described above in this Release, as well as all facts and conduct leading up to and relating to the settlement, negotiations thereof and this Release.
16. With full knowledge and understanding of the contents of this Release, SAWYER voluntarily enters into this settlement and does so without having relied on any statement or representation by

the Released Parties, their representatives, or anyone retained by them. SAWYER acknowledge that it had adequate time and opportunity to review the provisions of this Release and to consult with an attorney of its choice.

17. The statements in this Full Settlement and Final Release are contractual terms and are not mere recitals. Any questions concerning this Release shall be determined and governed by the terms of this Release and the law of the State of Wisconsin.
18. Within 20 days of delivery of an executed copy of this document to the Released Parties, Released Parties shall remit the payment specified above to SAWYER'S legal counsel payable to said counsel's Clients' Trust Account. Said legal counsel shall hold the payment in trust until both Courts identified above have dismissed the pending actions.

I HAVE READ THIS RELEASE, WHICH CONSISTS OF 4 PAGES (INCLUDING THE CONSENT OF ATTORNEYS), AND I UNDERSTAND THAT IT IS A FULL AND COMPLETE COMPROMISE AND FULL SETTLEMENT OF ALL CLAIMS FOR WHICH WE HAVE BEEN FULLY COMPENSATED.

Dated this 5 day of December 2018.


ROBERT PAPKE

Sole Member and Guarantor for
Sawyer Hotel Development, LLC

Subscribed and sworn to before me
this 5 day of December, 2018.


Notary Public, State of Wisconsin
My Commission: 66011488



7/13/2020

CONSENT OF ATTORNEYS

As attorney for the Plaintiff in this matter, whose principal is Mr. Papke, I have reviewed with them the terms of this Full Settlement and Final Release of All Claims and consent to this settlement.

Dated this 5th day of December 2018.


ATTORNEY JONATHAN SMIES

ATTORNEYS FOR SAWYER
GODFREY & KAHN
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Green Bay, WI 54301
Tel • 920.432.9300
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RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Ad Hoc West Waterfront Planning Committee, hereby recommend to contract with SEH to provide support for public input according to their proposal and contract that was submitted.

Respectfully submitted,
AD HOC WEST WATERFRONT PLANNING COMMITTEE
By: Laurel Hauser, Co-Chairperson
David Schanock, Co-Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Date: December 13, 2018

Introduced by_____.

Moved by Alderperson_____, seconded by Alderperson_____
_____that said recommendation be adopted.

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

Summary of RFP Submissions & Analysis of the Subcommittee

Background:

The Ad Hoc West Waterfront Planning Committee "AHWWPC" designated the following people to review submissions to the RFP to support the AHWWPC in gathering public input to incorporate into an updated west waterfront planning process. Those people are Laurel Hauser, Ryan Hoernke, Caitlin Oleson, David Schanock and Marty Olejniczak.

Five firms submitted responses to the RFP, and the group listed above, met to review the contents of those submissions. With the intent of making a recommendation of a firm & proposal to the AHWWPC to discuss and potentially recommend to the Sturgeon Bay Common Council, the AHWWPC reviewed the proposal under the general guidelines below:

- Inclusivity
- Creativity
- Variety
- Experience
- Clarity
- Schedule
- Budget
- Other...

All five submissions were well done and suitable for review and consideration. Additionally, when considering budget amounts, the level of effort and budgeted project hours vary from firm to firm. Therefore, it is important to consider both the budgeted price as well as the scope of project hours & value proposed.

RFP Submission Summary Points by Firm (in no particular order):

Engberg Anderson Architects

- Utilize the Project for Public Spaces framework to assist in the process
 - Sociability
 - Uses & Activities
 - Access & Linkages
 - Comfort & Image
- Tasks include
 - Finalize public participation plan
 - Engage citizens, businesses & non-profits in a discussion
 - Small group reflection & focus groups
 - Review results of engagement process
 - Interactive public design workshop
 - Finalize recommendation & report
- Schedule

- Multiple weeks, extending into mid-February (based on contract award timing)
- Budget
 - \$14,500
- Project References
 - Milwaukee – 3rd Ward Riverwalk
 - Kenosha – Harbor Park Redevelopment Plan
 - Milwaukee – Beerline “B” Redevelopment Study
 - Appleton – Riverheath
 - Fish Creek – Waterfront Master Plan

HGA

- Utilize the Extreme Scheme Options Process
 - Multiple sketches/concepts are presented to the public, and input is gathered to incorporate into a final, hybrid plan
- Tasks include
 - Kick-off meetings with stakeholders & develop goals / process
 - Study local area & background info to incorporate into sketches
 - Present design options through 2 public meetings & gather comments
 - Finalize design & report for submission
- Schedule
 - Multiple weeks, extending into mid-February (based on contract award timing)
- Budget
 - \$35,750 plus \$5,000-\$10,000 web developer for a total of \$40,750 - \$45,750
- Project References
 - Kress Pavilion & Egg Harbor Library
 - Peninsula School of Art – Campus Master Plan & Expansion Design
 - West Bend – Public Art Gardens
 - Milwaukee – Trestle Park
 - Milwaukee – Menomonee Valley Riverwalk Plan
 - Milwaukee – Multiple waterfront developments with Mandel Group

Short Elliott Hendrickson Inc (SEH)

- Utilize the Workshop approach to gather public input
 - 4 listening sessions, 5 AHWPC meetings and a 2.5 day workshop are utilized to gather input & develop a plan
- Tasks include
 - Kick-off & meeting with AHWPC & stakeholder listening sessions
 - Hold workshop to identify uses, design, funding, infill & redevelopment, landscaping, public space, public art, greening; includes kids’ input.
 - Plan development & presentation
- Schedule
 - Multiple weeks, extending into late February (based on contract award timing)

- Budget
 - \$38,774 which assumes we can use Polco for our online surveying; otherwise add \$1,318
- Project References
 - Detroit – East Riverwalk
 - Milwaukee Shoreline and Veteran’s Park Master Plan
 - Burlington Landing
 - KIYI Pier
 - Chippewa Falls Riverfront Plan
 - * Many other examples provided with varying levels of relevance

Smith Group (with TKWA)

- Utilize the charrette approach to gathering public input
 - Phase 1 – due diligence & background research
 - Phase 2 – Charrette with real time voting (2-3 day)
 - Phase 3 – Summary development & recommendations
- Tasks include
 - Kick-off & meeting with AHWWPCC & stakeholder listening sessions
 - Hold workshop to identify uses, design, funding, infill & redevelopment, landscaping, public space, public art, greening, & kids planning station.
 - Plan development (presentation is an additional service)
- Schedule
 - 10 week project schedule from contract execution
- Budget
 - \$64,500 plus expenses; add \$3,000-\$10,000 for online survey and \$2,200 for final public presentation for grand total of \$69,700-\$76,700
- Project References
 - DePere Cultural District Master Plan
 - Renard Island Strategic Master Plan
 - Ashland Waterfront Development Plan
 - Burlington Riverfront Study
 - Larsen Park Riverfront (Sioux City)
 - Sister Bay Waterfront District Master Plan
 - Milwaukee Lakefront Development Master Plan
 - Lansing, MI – Adado Riverfront Park
 - Sturgeon Bay – West Waterfront Granary Study

Graef

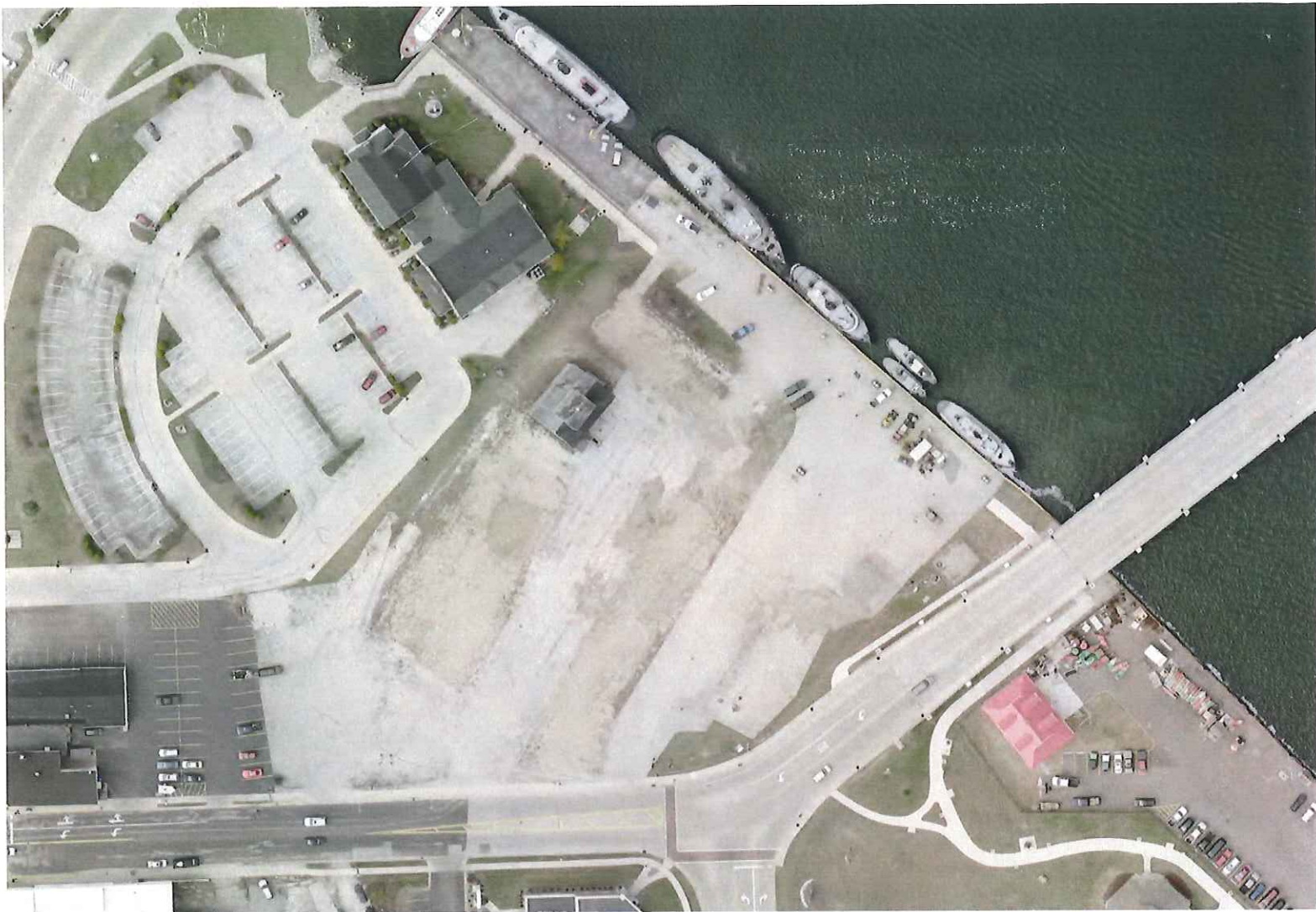
- Utilize the multiple community involvement techniques
 - “You Are Here” roundtable meetings with constituents & alderpersons
 - “Neighborhood Live” drop in events for different venues
 - “My Voice, My Town” toolbox kits for communication
 - Public Open House & Stakeholder Charrette
- Tasks include
 - Kick-off & city staff meetings

- Tool development, including storyboards, website text & graphics
 - Present "My Voice, My Town" to elected officials
 - Public Open House & Stakeholder Charrette
 - Final report to detail findings
- Schedule
 - Multiple weeks, extending into late February (based on contract award timing)
- Budget
 - \$25,258 plus extra for other services such as surveys or website graphics. The extra cost is not specifically listed.
- Project References
 - Sturgeon Bay Comprehensive Plan
 - Milwaukee - Kinnickinnic River Watershed
 - Fontana – Lakefront Redevelopment Plan
 - South Milwaukee – Comprehensive Plan & Central Business District Strategy

Conclusion – Down-Selection for interviews & recommendation:

The subcommittee met and reviewed the merits of all five proposals in detail. We pared our selection down to two firms -- HGA & SEH -- and decided to proceed by interviewing the two by phone. Subcommittee members then reread HGA's and SEH's proposals and submitted follow-up questions to Marty who sent each firm a dozen or so supplemental questions in advance of the phone interviews. The interviews were conducted by Caitlin, Laurel and Marty. A subsequent meeting was held to review answers to the interview questions and make a final recommendation.

The subcommittee recommends Short Elliott Hendrickson (SEH) as the firm it has chosen to lead the City of Sturgeon Bay through the next phase of its west waterfront re-envisioning process. While our final two choices were both eminently qualified and by many metrics provided apples-to-apples value, we were impressed by SEH's thorough approach and commitment to the public input gathering process, which is a large part of AHWVPC's charge. We appreciate that SEH – while knowledgeable on the project area and experienced with many other waterfront projects – is asking our community to approach our project with fresh eyes. We look forward to SEH's leadership and expertise in conducting a meaningful and fruitful community conversation. We ask that the Ad Hoc West Waterfront Planning Committee vote to forward the SEH contract to the Common Council for its approval.



Proposal for Professional Services

West Waterfront Redevelopment Public Participation

City of Sturgeon Bay, Wisconsin | November 30, 2018



Building a Better World
for All of Us®

Engineers | Architects | Planners | Scientists



Building a Better World
for All of Us®

November 30, 2018

West Waterfront Planning Committee
City of Sturgeon Bay
Community Development Department
421 Michigan Street
Sturgeon Bay, WI 54235

RE: Requests for Proposal
West Waterfront Redevelopment
Public Participation
SEH No. STURB 148812

Dear West Waterfront Planning Evaluation Committee

We are submitting the following proposal in response to the City of Sturgeon Bay's planning efforts for the redevelopment of the West Waterfront site in downtown Sturgeon Bay. To ensure a full understanding of the redevelopment opportunities and the planning process, the City is seeking a robust public participation process that provides a breadth of opportunities for input and involvement by Sturgeon Bay's residents, businesses and strategic stakeholders.

The Short Elliott Hendrickson Inc. (SEH®) team is a nationally recognized, award winning interdisciplinary consultancy with a highly experienced waterfront planning and design practice. We have a portfolio of relevant urban waterfront projects that blend riverfront park planning and design, economic redevelopment, public recreational/trail facilities, public placemaking, environmental assessment and restoration, urban redevelopment and sustainable design, all rooted in inclusive and extensive community participation.

In addition, SEH staff has extensive experience in Door County, from Egg Harbor, Sisters Bay and Fish Creek up to Washington Island. We have most recently discussed the challenges associated with Downtown's Waterfront Redevelopment with Jim Vander Heiden and clearly understand the need for a successful public engagement process.

Public engagement is one of our hallmark services and is the foundation in which we help communities successfully transform their waterfronts.

These efforts are always supported by:

- **An Understanding of Local Existing Conditions.** We continue to be actively engaged in work on the Door County Peninsula.
- **Familiarity with Regulatory concerns and Public Trust Doctrine Interpretations.** Heidi Kennedy, one of our senior environmental planners was with the DNR for two decades with great familiarity to shoreline issues and waterfront development in Door County.
- **Transparency in Public Engagement.** Our resources and professional staff have skillfully led public engagement and transparent communication based on effective, inclusive, engaging approaches leading to successful and implementable projects.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 6808 Odana Road, Suite 200, Madison, WI 53719-1137
SEH is 100% employee-owned | sehinc.com | 608.620.6199 | 800.732.4362 | 888.908.8166 fax

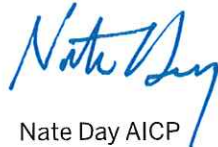
We believe our team's knowledge and experience is unmatched in the depth of our integrative perspective, inspirational experience and ability that excels in this challenging undertaking. We are passionate and take great pride in our ability in working with communities to reinvest in their waterfronts by helping them elevate their understanding of the issues, the breadth of solutions and most importantly making them part of the decision-making process and the solution.

The City of Sturgeon Bay needs a team that can quickly and effectively absorb the extensive amount of background information and analysis to effectively engage in a meaningful public engagement. The SEH team is poised and ready and we're excited to get to work, partnering with the stakeholders of Sturgeon Bay in charting the course for the future of your West Waterfront.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "E. Freer".

Eduard Freer RLA
Project Manager/Waterfront Specialist
608.620.6194 | efreer@sehinc.com

A handwritten signature in blue ink, appearing to read "Nate Day".

Nate Day AICP
Lead Planner and Public Engagement Specialist
608.620.6185 | nday@sehinc.com

As in many places, a revitalized waterfront serves as the pulse of a community, alive with active programmed use, but also insuring a balanced partnership with one of the greatest ecological wonders and resources in the world, water.

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The specific licenses and credentials of the team members are described in the personnel and/or resume section of this document.

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The information contained in this Proposal was prepared specifically for you and contains proprietary information. We would appreciate your discretion in its reproduction and distribution. This information has been tailored to your specific project based on our understanding of your needs. Its aim is to demonstrate our ideas and approach to your project compared to our competition. We respectfully request that distribution be limited to individuals involved in your selection process.

SEH is a registered trademark of Short Elliott Hendrickson Inc.

SEH may use one or more of its subsidiaries to provide the services:

SEH Architecture, LLC.
SEH Design|Build, Inc.
SEH of Illinois, LLC
SEH of Indiana, LLC
SEH of Michigan, LLC

Public Participation Strategy and Schedule

Project Approach

Waterfront success is a catalyst for public and private investment on display throughout the City of Sturgeon Bay. This is evident through private investments in new and existing businesses as well as civic investments in public amenities associating with waterfront addresses/references.

Sturgeon Bay's population is continuing to experience an evolution in living, playing and working as waterfront developments become social hubs for the arts, community events and diverse programming. This continues to strengthen Sturgeon Bay's tourism industry and continually defines the City as a unique destination. Today's waterfronts serve as a magnet for visitors, young professionals, creatives, artists, entrepreneurs and families seeking closer proximity to employment, services, shops and entertainment.

Engaging these stakeholders along with nearby property owners, civic leaders, state agencies and commercial interests will foster a more creative dialogue and outcome as diverse viewpoints and ideas are shared and explored during the planning process.

Our workshop-based planning process is centered around a two and half-day intensive planning and design workshop where consultants, community members and decision-makers work together analyzing existing conditions, developing project vision and evaluating design alternatives to create a cohesive plan. The primary purpose of the workshop is to strengthen citizen participation and support while quickly and efficiently advancing project planning and design. The actual workshop will be conducted at a recognizable facility, located within or near the project area and accessible to all community members.

The event is organized into a series of large and small group activities allowing participants ample opportunity to engage in various aspects of the planning and design process. Having the community's participation in this process is the hallmark of gaining support and "buy-in" towards the success of this project.

"A century of shipbuilding serves as a solid foundation for a rapidly growing collection of manufacturing and service industries. A skilled workforce, brimming with ambition and a strong work ethic, helps foster their success."

– Door County Economic Development Corporation



Interim design review for Chippewa Falls, Wisconsin riverfront planning workshop.



SEH team members used a mix of intercept surveys, online polling and in-person workshops to engage an urban neighborhood in Edina, Minnesota.



Charrette team discussing concept options as neighbors listen in La Crosse, Wisconsin for the Riverside North Development project.

The program for the workshop-based, creative placemaking process is typically divided into three phases:

1 Pre-Workshop Phase (December – January)

Background data is assembled and analyzed, initial community outreach is undertaken through Community Remarks (online portal), Kick-Off meeting, Ad Hoc Committee meeting, plan review and stakeholder listening sessions. Project goals and objectives are confirmed and a draft vision and guiding principles are developed for further refinement.

2 Workshop Phase (January)

A meeting space is established on or near the West Waterfront site, large and small group community activities are facilitated to engage stakeholders, explore ideas, evaluate design alternatives, identify preferred concepts and prioritize recommendations. Stakeholders are welcomed and invited to participate in discussions around potential concepts and options. Using the redevelopment and enhancement framework and community input, we begin exploring conceptual design options with the public including:

- Uses and activities
- Infill and redevelopment
- Parking
- Landscaping, public space, public art and greening
- Funding and financing
- Set up kids planning station

3 Post-Workshop Phase (January – February)

The design team refines and packages workshop concepts and recommendations. The effectiveness of the workshop's creative placemaking process is inherent in the committed collaboration between decision-makers, community stakeholders and consultants working together within a concentrated block of time to develop action-oriented policies, plans and projects for achieving the community's vision. This concentrated group work effort builds trust and support amongst community members and decision-makers and significantly reduces the potential for the common misunderstandings and revisions that occur in extended planning efforts where stakeholders who may miss a meeting or two are surprised or confused as plans change course from meeting to meeting.

Scope of Work

In response to the City's Request for Proposals our experienced team will undertake the following efforts to complete the West Waterfront Redevelopment Public Participation:

- Provide diligent, well-organized project management, providing client- tailored communications and concise documentation.
- Lead a collaborative, inclusive and expedited public engagement process that gets at the heart of the public attitude towards this unique space in the city.
- Maximize the creative energy and talent of community stakeholders through an accessible and enjoyable program of public engagement focused on developing a compelling vision.
- Balance the collective aspirations of the community, the realities of the marketplace and the availability of public/private resources to craft an effective strategy moving forward.
- Identify specific amenities and opportunities for revitalization, development and enhancement across a range of market sectors (retail, dining, office, housing, etc.) in support of the community's vision.

Detailed Work Plan

Community and Stakeholder Participation

This work is focused on engaging the citizens of Sturgeon Bay through a range of active and passive techniques and tools. Engagement activities are focused on crafting a consensus vision, building public support for recommendations as well as building social networks and capacity to sustain community involvement through the coming years.



Placemaking workshop for the comprehensive plan in Onalaska, Wisconsin.



Using a mix of public engagement techniques helps reach diverse audiences.

Meetings and Documentation

In general, we will provide agendas and or announcements/ invites ahead of scheduled meetings and events. We will provide sign-in sheets, hand outs and summaries for all project meetings and where appropriate, other public engagement activities.

We anticipate City staff will assist in establishing meeting and event dates, times and locations.

Ad Hoc Committee Meetings (five meetings proposed)

Facilitate ad hoc committee meetings with technical support from team members in coordination with the City's project manager. Meetings will include hands on planning activities, progress updates, presentations and discussions.

Stakeholder Interviews/Listening Sessions (up to four proposed)

Stakeholder listening sessions with specific groups as determined with the City and ad hoc committee will be facilitated early in the process and again at the workshop to identify issues, barriers, needs and opportunities. Groups may include elected officials, neighbors and WDNR.

Online Community Input (Community Remarks)

This customized website allows citizens to conveniently post their ideas, comments and images to a website and relate them to the specific West Waterfront site. Unlike other engagement applications, citizens do not need to create an account or login to participate – removing a barrier for input.



Two and a Half-Day Workshop

Facilitate a two and a half-day planning and design workshop where consultants, City staff, community members and decision-makers work together reviewing existing

conditions, refining the project vision and developing and evaluating design alternatives.

This interactive planning workshop* will be organized into a series of large and small group activities over two and a half days allowing participants multiple opportunities to engage in aspects of the planning and design process. The consultant team will be on-site working over the entire period and the ad hoc committee, City staff and community members will have specific time periods throughout the days and evenings where they can provide input in shaping the plan. A formal schedule will be developed along with sign-up times for participants so people can plan their participation around their daily, routine activities.

Two public meetings and three ad hoc committee meetings are built into the workshop in order to provide a feedback loop as design and enhancement concepts are explored and refined.

An evening kick-off session will be held to share existing conditions assessments, discuss issues, goals and a draft vision for redeveloping the West Waterfront area.

A final presentation and discussion will be held of all public input gathered. This will take place on night two of the workshop.

Additional engagement opportunities during the workshop will include:

- Site walking tour
- Planning station for kids to offer ideas and comments

Adjustments can be made and customized as the process takes shape if there seems to be a better method for collaboration which becomes apparent during the planning and preparation process. This will be discussed and agreed upon between the consultant and City before any adjustments are made to the ideas presented within this proposal.

**If acceptable to the City, we will use the "Mentimeter" digital application for facilitating and recording community input.*

Project Schedule

Phase/Activity	2018	2019	
	Dec.	Jan.	Feb.
Project Management			
Kick-Off Meeting	x		
Team Meetings	x	x	x
Pre-Workshop Data Collection			
Community Remarks - Online comment gathering	x	x	x
Stakeholder Phone/Email Interviews			
Ad Hoc Committee	x		x
Elected Officials	x		
Neighboring Commercial Owners	x		
WDNR	x		
Other	x		
Plan Review	x		
Workshop Preparation	x	x	
Workshop			
Day Before Workshop		x	
Day 1			
Ad Hoc Committee		x	
Site Tour		x	
Stakeholder Groups (AM)		x	
Alternatives Development (PM)		x	
Public Meeting (Evening)		x	
Day 2			
Ad Hoc Committee		x	
Site Tour (if needed)		x	
Stakeholder Groups (AM)		x	
Alternatives Development (PM)		x	
Public Meeting (Evening)		x	
Day 3			
Ad Hoc Committee		x	
Post-Workshop			
Draft Report of Public Involvement			x
Final Report of Public Involvement			x

The essence of a community's brand is grounded by its open space, trails, natural areas and waterways. These attributes help create place through the celebration of physical character, unique historic context and defines the associated quality of life.

Workshop Schedule

	Day 1	Day 2	Day 3
	Breakfast		
8:00 AM	Ad hoc committee alternative concepts review	Design team concepts merging and preferred alternative development	Ad hoc committee next steps
9:00			
10:00	Technical stakeholders alternative concepts review		
11:00			
12:00			Lunch
1:00 PM	Tech. stakeholders as necessary		
2:00			
3:00	Design team alternative concepts revision	Design team preferred alternative development	
4:00			
5:00			Dinner
6:00			
7:00			
8:00	Public meeting to review alternatives	Public meeting on preferred alternatives	
9:00			

Firm Qualifications

SHORT ELLIOTT HENDRICKSON INC. (SEH®)

Our 800 employee-owners share a common goal: Building a Better World for All of Us®. This approach reflects a company-wide commitment to improving the quality of life by designing safer, more sustainable infrastructure for local, state and federal units of government and helping industrial and commercial clients achieve their business goals. You will find our clients spread out across the United States—with evidence of our work in 42 states.

About Us

We're a team of planners, engineers, architects and community development and funding experts specializing in urban planning and development, economic development, parks and trails, lakefront and marinas, landscape architecture, environmental engineering and assessments, transportation and municipal engineering. We work in partnership with our clients and their communities to explore opportunities for renewing existing assets and planning new, sustainable development through a participatory problem-solving process.

Waterfront Design and Planning

From the Missouri River to the shores of Lake Michigan, SEH has been breaking new ground every day with innovative waterfront design and planning services, customized to meet the needs of each individual community and location. From small towns to major metropolitan areas, SEH has assisted communities across the Midwest to tap the full potential of their most cherished natural resources, often recovering what was lost for generations through past development patterns and practices.

Creative Placemaking

Our interdisciplinary planning approach helps communities make decisions about shaping their future. We bring together planners, engineers, architects, urban designers and graphics experts to analyze issues and develop plans that help communities visualize and achieve their short- and long-term goals. Our community planning team understands how a mix of land uses can work together to create exciting, attractive and sustainable places.

Our practice is comprised of community development specialists, landscape architects, engineers and urban planners licensed in six states throughout the upper Midwest. Our work has been recognized by our peers with numerous awards from the American Society of Landscape Architects, American Planning Association and the American Council of Engineering Companies.

Short Elliott Hendrickson Inc.

Founded
1927

Has grown to

31

locations



Who work together to serve

6

Markets:

Buildings, Energy, Environmental
Infrastructure, Transportation and Water



Employing

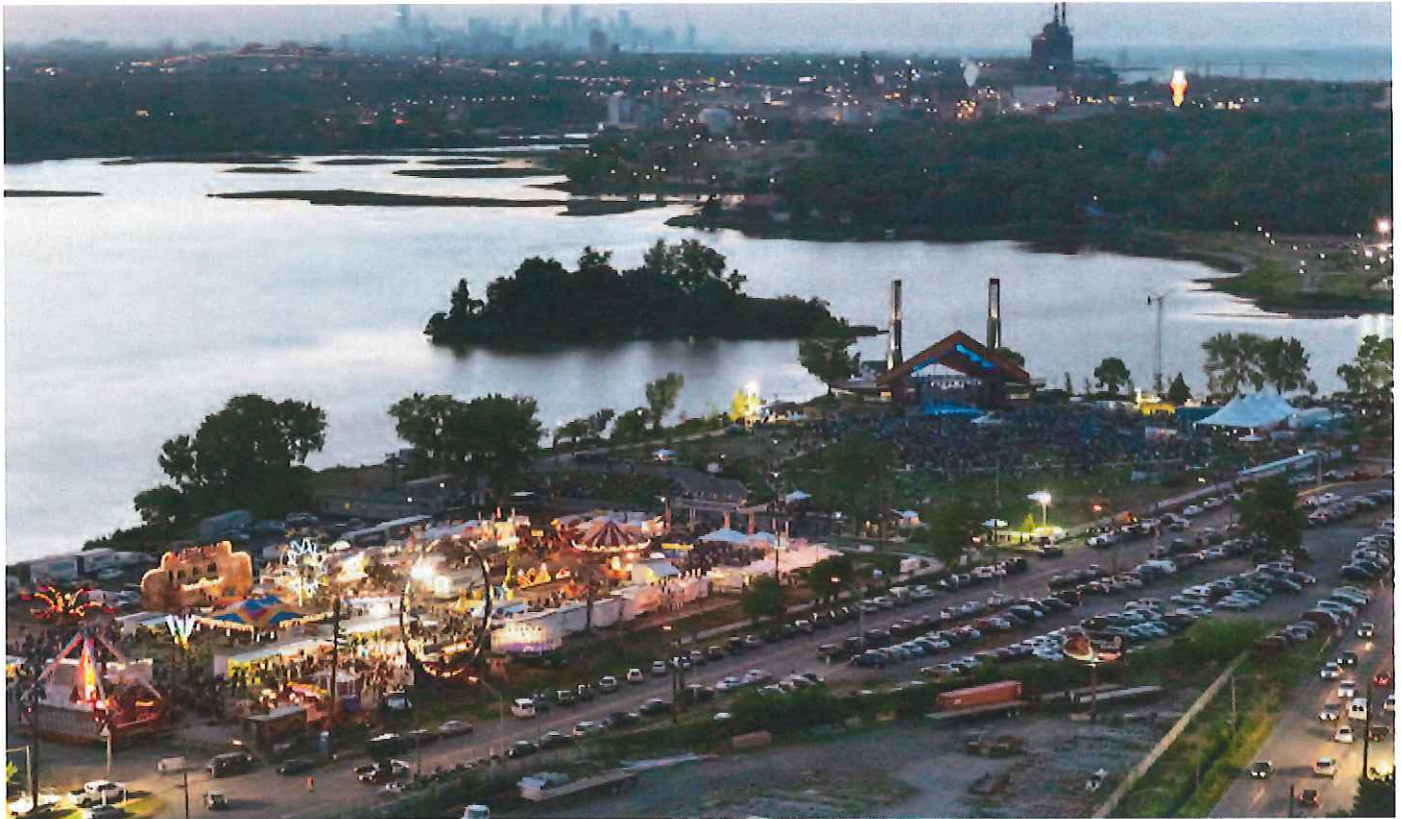


800+

engineers, architects, planners,
scientists and talented professionals

Primary planning and urban design
services provided by SEH include:

- Downtown revitalization
- Public engagement
- Site analysis
- Urban design
- Zoning and design standards
- Public art programming and management
- Corridor revitalization
- Multimodal planning and design
- Public realm, streetscape planning and design
- Redevelopment planning and design
- Comprehensive planning
- Design visualization
- Park and trail planning and design
- Planting design



Wolf Lake Regional Park – Hammond, Indiana

Our professionals are experienced facilitators trained in Context Sensitive Solutions (CSS), the Systematic Development of Informed Consent (SDIC) and the NCI Charrette System™. This experience helps us bring diverse stakeholders with divergent opinions together to find areas of mutual understanding and address community needs

The team proposed for this work has a portfolio that spans decades and combined, team members have

worked on hundreds of planning efforts over the years that have resulted in nationally-recognized and award winning projects.

The table that follows provides a sampling of projects completed while the subsequent pages provide details of highlighted plans that have stood the test of time and have provided a roadmap for communities, bringing vision to reality.

Waterfront Projects

Downtown Riverfront Plan – Chippewa Falls, WI
 Duluth Lakewalk on Lake Superior – Duluth, MN
 Dunlap Island Park – Cloquet, MN
 Gateway to the Indiana Dunes – Porter, IN
 Great River Landing – Onalaska, WI
 Lake Calhoun Park and Parkway Renovation – Minneapolis, MN
 Lake Harriet Park and Parkway Renovation – Minneapolis, MN
 Marquette Greenway Trail – Burns Harbor, IN
 Marshall Park Enhancement Plan – Chippewa Falls, WI
 Milwaukee Shoreline and Veteran's Park Master Plan – Milwaukee, WI
 Mississippi Gorge Regional Park Master Plan and Implementation – Minneapolis, MN
 Mississippi River Urban Area Riverfront Plan – St. Cloud, MN

Mississippi Riverfront Trail Master Plan and Engineering Feasibility Study – Red Wing, MN
 Mississippi Riverwalk – Dubuque, IA
 Mullberry Point at Lowell Park on the St. Croix River – Stillwater, MN
 Portage Lakefront and Riverwalk – Portage, IN
 River's Edge Plaza – Dubuque, IA
 Riverfront Redevelopment Plan – Red Wing, MN
 Riverside Park Master Plan – Muscatine, IA
 Riverside North Development – La Crosse, WI
 The Marquette Plan – Northwest, IN
 Waterfront Master Plan and Implementation – Fish Creek, WI
 Waterfront Revitalization Initiative – East Chicago, IN
 Waterfront Vision Plan – Hudson, WI
 Wolf Lake Revitalization – Hammond, IN

Innovative Stakeholder Involvement

Our team places a high value on quality stakeholder involvement. We understand that a successful stakeholder involvement plan must represent the needs and desires of the many diverse interest groups and stakeholders within a community. We also recognize that there is no single technique that works in all situations – that no single method is ever enough to build the kind of understanding and support that a plan needs to succeed.

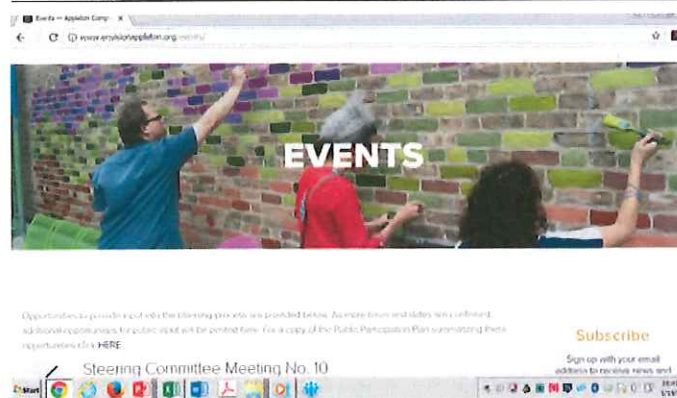
At the core of our approach is a thorough communication plan that we develop with you to identify the appropriate tools needed for your public outreach. Then we make sure you have the tools you need to reach each of your audiences efficiently. The following methodologies guide us in designing the public involvement process:

- Use a variety of techniques such as workshops, interviews, open houses, newsletters, surveys
- Facilitate informed participation through effective communication tools: plans, perspective sketches, photographs, photo-simulations, 3D illustrations and more
- Create alternatives to find compromise and build support
- Demonstrate in the plan that we have heard the public's ideas and concerns
- Document key decisions throughout the planning process



Workshops

Public Participation Workshop – Edina, MN. SEH team members used a mix of intercept surveys, online polling and in-person workshops to engage an urban neighborhood.



Project Web Pages

We are skilled in website design and find that attractive, user-friendly project web sites are an effective way to engage people where they are.



Community Mapping

A citizens to identify and discuss existing conditions, places they love or areas for improvement. Places can be submitted from any device and then be discussed and rated by other users, opening the door for collaborative steering and problem-solving. Each item is collected as point data for easy export analysis in GIS systems.

[View Example >>](#)



Digital Workshop

Combine background information, challenges and trade-offs with opportunities for public input. Present project information and allow audiences to explore topics through rich, interactive content that is customizable, intuitive, and uses both linear-based and step-by-step navigation to easily find relevant topics. This app can supplement in-person workshops, resulting in wider participation and richer feedback.

[View Example >>](#)



Ideation Wall

Encourage open brainstorming among your community and stakeholders through this quick, visual activity. Users can submit ideas via text, tweet, or directly on the site. Each suggestion includes a colorful card that can be liked by other users, and cards can be sorted by post date or rating. This app turns the traditional Post-it and flipchart method of brainstorming into an interactive digital experience.

[View Example >>](#)



Urban Design Feedback



Preferred Scenario



Draft Review

Engaging Plans

SEH used the Engaging Plans platform in Fish Creek, WI to post alternative designs and share draft reports for commenting (urbaninteractivestudio.com).



Online Planning

MindMixer (now My Sidewalk) acts as a virtual town hall allowing community planning to happen online.

Charrettes and Workshops

The cornerstone of our public engagement approach is the multi-day charrette or shorter-term planning workshop. These inclusive, interactive techniques harness the detailed local knowledge and aspirations of community members to explore, evaluate and decide upon a comprehensive suite of integrated policies, plans and projects for guiding community growth into the future.



Concept sketch from St. Paul Grand Round three-day charrette.



Massing study building blocks used during Linden 2-day planning workshop – Linden Hills Neighborhood Small Area Plan, Minnesota.



Charrette team discussing concept options as neighbors listen in – La Crosse, Wisconsin.



Placemaking workshop for the comprehensive plan in Onalaska, Wisconsin.



Charrette participants penned their signatures on the final product developed through the seven-day interactive workshop. Riverside North Development – La Crosse, Wisconsin.



Engaging youth in the planning and implementation process is an effective way of introducing them to the practice of participatory democracy as well as infusing creativity and enthusiasm into the project.



Lake Street transit corridor planning workshop with local artists in Minneapolis, Minnesota.



Kinni Corridor charrette opening night design programming session in River Falls, Wisconsin.



New housing options sketch from Appleton, Wisconsin's Comprehensive Plan and Downtown Plan three-day charrette.

Telling the Story

SEH understands that people process information differently, some prefer text, while others are more comfortable with pictures, plans or diagrams. We offer an extensive set of skills and techniques from hand drawings and digital graphics to illustrate analysis findings, stakeholder aspirations and plan recommendations to tell the story. The imagery displayed on these pages are examples we've developed while assisting communities to envision their futures.

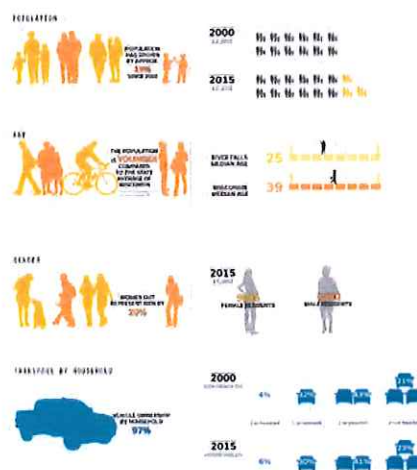


Riverside North Development Project – La Crosse, WI

Input collected at community workshops is documented and interpreted so that the ideas are captured and expressed in a variety of graphic formats allowing the community to visually reflect on their input as the ideas materialize in front of them.



Colorful conceptual site design diagrams are a quick, effective way to describe design options.



Green infrastructure concept for reconstructed downtown street using permeable parking bay paving, tree trenches and shared bike lanes.

Similar Projects and References

SEH's experience in waterfront planning and implementation runs deep. Not only do we plan great places in and around these waterfront areas, we also help communities fund their projects; a vital step in realizing a community's vision. Our plans do not sit on shelves. They are grounded with realistic budgets in mind. The following introduction illustrates our team's depth of experience in helping reinvent communities' connection to these treasured natural resources. The projects that follow provide evidence that this type of work, the work that provides meaningful connection to water, has a ripple effect within each community. Although difficult to quantify in numbers, lasting positive effects are evident by what occurs around these areas after they have been reinvented.

PROJECT NAME	Waterfront Design and Planning	Public Open Space Design	Waterfront Engineering	Citizen Involvement	Permitting	Commercial Dock	Funding and Implementation
The Marquette Plan	X	X	X	X	X		X
Dubuque's Mississippi Riverwalk	X	X	X	X	X		
Duluth Lakewalk East Trail Extensions 1-5	X	X	X	X			X
Chippewa Falls Riverfront Plan	X	X	X	X	X		X
Northerly Island Park	X	X	X	X			
Wolf Lake Regional Park	X	X	X	X	X		X
River's Edge Plaza	X	X	X	X			
Mill Ruins Park	X	X	X	X			
Portage Lakefront & Riverfront	X	X	X	X	X		X
St. Cloud Mississippi River Urban Area Plan	X	X		X			
Red Wing Riverfront Redevelopment Plan	X	X		X		X	X
Cleveland Waterfront District Plan	X	X	X	X			X
Detroit's East Riverwalk	X	X	X	X	X	X	X
Clinton, Iowa Riverview Park & Marina	X	X	X	X	X	X	X
Kinnickinnic River Flood Management Plan	X	X	X	X	X		
Liberty Park and Marina	X	X	X	X			
East Chicago Waterfront Revitalization Initiative	X	X		X	X		X
Red Wing Mississippi River Trail Feasibility Plan	X	X	X	X			
Burlington Landing	X	X	X	X	X	X	X
Davenport Viking Cruise Line Study	X	X	X			X	X
KIYI Pier	X	X	X	X	X	X	X
Paducah Marina	X	X	X	X	X	X	X
Red Wing, River Cruise Study	X	X	X	X		X	X
Dubuque Dockage Suitability Review	X	X	X			X	
Harriet Island Floating Dock/Promenade	X	X	X		X	X	
Harriet Island Regional Park	X	X	X			X	
Sturgeon Bay Waterfront Redevelopment	X	X	X	X	X	X	
Riverside Park Master Plan – City of Muscatine, IA	X	X	X	X		X	
Milwaukee Shoreline and Veteran's Park Master Plan – Milwaukee, WI	X	X	X	X			

CLIENT

City of Muscatine

CONTACT

Randy Hill
Project Team Lead
319.430.7139 | rhill@muscatineiowa.gov

Riverside Park Master Plan

MUSCATINE, IA



SEH was hired to help this community come together in a highly engaging public process to update the previous master plan for Riverside Park. The park, located in downtown Muscatine, runs along the Mississippi River from Mad Creek, south to Millennium Plaza. Important elements of the project include cultivating common community goals for the park, conversion of waterfront liabilities into community assets, improved connectivity and access to the river and riverfront and develop partnerships for the implementation of the next generation of improvements.

Specific areas of focus included:

- Transforming the historic steamboat landing/boat launch into a signature riverfront public plaza
- Incorporating a year round event stage with a formalized amphitheater
- Incorporate proper dockage for Mississippi River boat cruise ships
- Creating additional social gathering spaces like a riverfront beer garden
- Improved pedestrian connections to the downtown and regional connections with the entire park



CLIENT

The Sigma Group

CONTACT

Vicki Chappell
Director of Development
414.273.5533 | vchappelle@warmemorialcenter.org

Milwaukee Shoreline and Veteran's Park Master Plan

MILWAUKEE, WI



The team developed a comprehensive Vision Plan for Veterans Park and the War Memorial Center located along 2.5 miles of the Milwaukee Lakefront. The process validated the current and future programmatic use and identified opportunities to incorporate green infrastructure, with a focus on integrating best management practices for stormwater management, better integration of Veterans Memorial Park, and developing the highest and best use of public waterfront parkland. The benefits of this project included improved public access; trail and recreational connectivity; safer vehicular and pedestrian interface; increased amenities; continued accommodation of large seasonal events; as well as better access and parking serving both the War Memorial and Milwaukee Art Museum from the North. The overarching objective was to educate and promote the best stewardship of the Lakefront, resulting in enhanced water quality and protection of Lake Michigan.

The process was led by a committee representing all of the project partners. The analysis and outreach involved engaging key stakeholders and the general public. An initial demonstration project was identified and chosen in order to focus on the removal of a temporary parking lot at the adjacent shoreline, which would start the transformation of the specified Lakefront area from asphalt to green infrastructure. First phase concepts included bio-filtration, introducing naturalized planting palettes, reduced impervious paving, better integration of the Vietnam War Memorial, increased trail connectivity to the surrounding areas, and innovative stormwater treatment that incorporated public art.

SEH's role involved facilitating workshops, assisting in stakeholder meetings, providing waterfront and park planning expertise, generating alternatives and developing a final consensus plan.

CLIENT

City of Onalaska

CONTACT

Jarrod Holter
City Engineer
608.781.9537 | jholter@cityofonalaska.com

Great River Landing

ONALASKA, WI



Through the City's recently completed Comprehensive Plan Update conducted by SEH, the community placed a high value on its waterfront, indicating that it's the one place where multi-generational and cultural communities should come together to interact through activities such as music, education and the arts and reconnect with the region's spectacular natural environment.

Another high priority is the importance of linking this recreational waterfront area to the broader riverfront trail and wayside system, as well as the potential for this area to become a catalyst for economic development for Highway 35 and the Main Street downtown business area, inviting neighbors and visitors alike to spend time and dollars in Onalaska.

With this vision in mind, through a highly interactive and robust three-day public charrette, the SEH team developed a program with the community, including all water areas, islands, marsh areas, bluff and uplands at the junction

of Highway 35 and Main Street, the heart of downtown Onalaska. Conceptual alternatives were created, and through the process, one final alternative was developed for schematic design.

Detailed probable costs were estimated for each potential improvement to allow the City to acquire project funding and establish suitable phasing strategies. Elements of the final alternative include marsh trails, boardwalks, improvements to the beach area, boating facilities, pedestrian and bike access improvements, ADA compliance, parking improvements and a destination arrival plaza that links the Main Street business district to the water with a signature pedestrian bridge.

SEH worked with the City to implement Phase I of this project which includes a new downtown trailhead with parking and restroom facilities, recreation areas, nature trail enhancements and reconstruction of a portion of the Great River State Trail.

Project Team



America's River at the Port of Dubuque – Dubuque, Iowa

Experience is the genesis of knowledge and expertise. As evidenced in this submittal, the SEH team has a working history of providing innovative, creative and implementable designs that reconnect communities with their waterfronts, often incorporating habitat restoration and sustainability measures for these treasured urban landscapes. This experience illustrates our team's ability to successfully design beautiful, functional and community supported projects for waterfronts, port areas and riparian settings.

An Experienced Leadership Team

We have assembled a team of key leaders with extensive experience and passion for assisting communities through a participatory process in creating great places. Our key team members are:

- **Ed Freer, RLA**, a senior urban designer with SEH, has 45 years of experience helping communities envision and implement their parks, trails, waterfronts and open spaces. Ed will manage the project and be your main point of contact throughout the duration of the public participation process. He will also lead the visioning and consensus building part of the process for the SEH team and with the ad hoc committee.
- **Nate Day, AICP**, a planner with SEH, has been helping communities plan for growth for 10 years. He will be the lead planner as well as the leader of the public engagement process, organizing the various ways we'll be reaching out to stakeholders. He'll also be a key leader with Ed and Heidi during the workshop phase of the process.
- **Heidi Kennedy** brings two decades of experience in reviewing projects for the DNR as an environmental scientist and attorney. Many of her assignments have focused on the review of waterfront redevelopment projects including a number of projects in Door County.

These seasoned professionals routinely collaborate together on community planning and design projects throughout Wisconsin. They will be supported by other in-house SEH specialists as needed who will bring their technical expertise to the project.

Together, this team has unmatched experience in guiding communities to realize their hopes and aspirations for the future. It's a team that prides itself on not only innovative and meaningful public engagement and superior planning, but planning that turns vision into reality with a portfolio of built work that you'll find within this submittal.



Great River Landing – Onalaska, Wisconsin



Milwaukee Shoreline and Veteran's Park Master Plan – Milwaukee, WI

Ed Freer RLA

Project Manager and Waterfront Specialist

Over the course of his decades-long professional career, Ed has built a significant and award-winning portfolio in urban waterfront design and community-based planning throughout the U.S. He is highly accomplished at facilitating a consensus vision and broad community support for urban design and redevelopment initiatives. Ed has served as a resource member to many civic task forces and professional panels and as a member of national design juries. He has been an urban design resource for the Mayors Institute on City Design, Urban Land Institute and AIA Community by Design.

Ed also participates as a local professional practitioner in academic programs at the University of Wisconsin – Madison (Landscape Architecture, College of Human Ecology, and Capstone Course in Civil Engineering) and the University of Wisconsin – Milwaukee (Urban Design and Planning).

EXPERIENCE

- Riverside Park Master Plan – City of Muscatine, IA
- Harbor District Water and Land Use Plan (Redevelopment Authority of the City of Milwaukee) – Milwaukee, WI
- Riverfront Vision Plan – City of Hudson, WI
- Woodland Prairie Park Master Plan – Village of Fox Crossing, WI
- Milwaukee Shoreline Master Plan and Veteran's Park Master Plan – City of Milwaukee, WI
- Waterfront Vision Plan – City of Hudson, WI
- Arrowhead Park Conceptual Design and Master Plan – City of Neenah, WI
- Kinnickinnic River Corridor Plan – City of River Falls, WI
- Fish Creek Waterfront Master Plan – Town of Gibraltar, WI
- Riverside North Master Development – La Crosse, WI
- Riverfront Park Phase II Implementation – City of Chippewa Falls, WI
- Great River Landing Waterfront Development Plan – City of Onalaska, WI
- Downtown Master Plan and Comprehensive Plan Update – City of Appleton, WI
- Dunlap Island Park and Broadway Streetscape Improvements – City of Cloquet, MN

EXPERIENCE PRIOR TO JOINING SEH

- The Marquette Plan, The Lakeshore Reinvestment Strategy (Indiana DNR and 18 Lakeshore Communities in Northwest Indiana) – Northwest Indiana
- Beer Line "B" Redevelopment Project – Milwaukee, WI
- Waterfront Development Plan – Ashland, WI
- Butterfield Creek Watershed Vision – Chicago, IL
- Lake Vista Bluff Park Area Plan – Oak Creek, WI
- East Detroit RiverWalk – Detroit, MI
- Downtown Redevelopment – City of Egg Harbor, WI
- Downtown Lakefront Development Plan and Lakeshore State Park – Milwaukee, WI
- Lake Michigan Pathway – Racine, WI



EDUCATION

Bachelor of Landscape Architecture
State University of New York/Syracuse University
- Syracuse, NY

Bachelor of Science
Environmental Science
State University of New York/Syracuse University
- Syracuse, NY

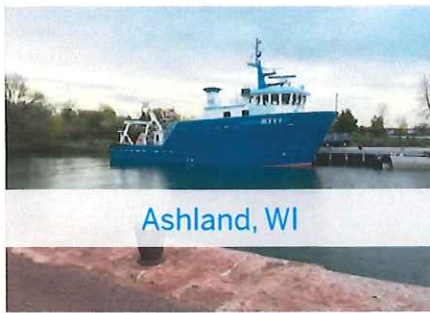
REGISTRATIONS/ CERTIFICATIONS

Landscape Architect in WI
and ME

PROFESSIONAL ASSOCIATIONS

Lakeshore State Park, Board
Member - Building Committee
(2016-present)

Additional waterfront planning projects over the course of Ed's 45-year career.



Ashland, WI



Racine, WI



Neenah, WI



Cleveland, OH



Fish Creek, WI



Detroit, MI



Sheboygan, WI



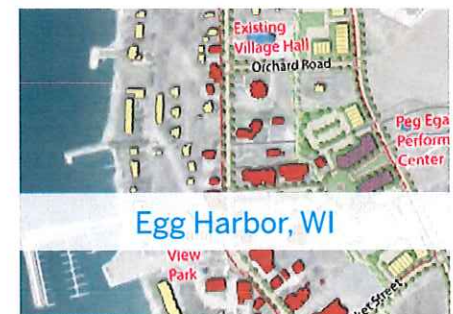
Northern Indiana



Oak Creek, WI



Milwaukee, WI



Egg Harbor, WI

Nate Day AICP

Lead Planner and Public Involvement Specialist

Mr. Day is a certified planner specializing in land use, transportation and environmental planning. Over his career, Nate has successfully delivered multiple recreation plans, land use studies, bike and pedestrian recommendations, project environmental documentation and transportation plans. His extensive public engagement experience ensures effective community participation is achieved on projects he is involved in. In addition, Nate brings a high level of experience using ArcGIS to create cartographic maps and public-friendly displays.

EXPERIENCE

- Milwaukee Shoreline and Veteran's Park Master Plan (The Sigma Group) – Milwaukee, WI
- Riverside Park Master Plan – City of Muscatine, IA
- 2018 Stewardship Applications-Park Improvements – Village of Osceola, WI
- 2018 CDBG Application – City of Blair, WI
- CDBG Application and Administration-Downtown – Village of Grantsburg, WI
- Comprehensive Plan Update – Town of Yorkville, WI
- Menasha Downtown Vision Plan (Place Dynamics LLC) – Menasha, WI
- Main Street Funding Assistance – City of Waupaca, WI
- Downtown Revitalization Plan – City of Clintonville, WI
- Wayfinding, Streetscape and Parking Design (Town of Gibraltar) – Fish Creek, WI
- Library CDBG Grant Application/Administration – City of Rice Lake, WI
- Miller's Bay Neighborhood Streetscape Design – City of Oshkosh, WI
- Comprehensive Plan Update – City of Stevens Point, WI
- Appleton Downtown Master Plan and Comprehensive Plan Update – City of Appleton, WI
- Community Revitalization Plan – Village of Suring, WI



EDUCATION

Master of Science
Urban Planning
University of
Wisconsin-Milwaukee

Bachelor of Arts
Communications
University of
Wisconsin-Milwaukee

REGISTRATIONS/ CERTIFICATIONS

2018 NEPA Refresher Course
(2018), Indiana Department of
Transportation Central Office

Certified Planner (2012),
American Institute of Certified
Planners

PROFESSIONAL ASSOCIATIONS

American Planning Association,
Member (2008–present)



Riverside Park Master Plan – Muscatine, IA

Heidi Kennedy

Environmental Scientist and Regulatory Specialist

Ms. Kennedy is a natural resources scientist with more than 15 years of experience working for the Wisconsin Department of Natural Resources (DNR) prior to joining SEH. Heidi has extensive experience in water resource policies working with federal, state and local agencies on natural resources issues. As a former policy coordinator for the Wisconsin DNR and during her time as a water management specialist, Heidi developed and maintained effective working relationships with other regulatory agencies and stakeholders across Wisconsin.

EXPERIENCE

- Harbor District Water and Land Use Plan (Redevelopment Authority of the City of Milwaukee) – Milwaukee, WI
- Arrowhead Park Preliminary Design – City of Neenah, WI
- Arrowhead Park Conceptual Design and Master Plan – City of Neenah, WI
- Milwaukee Shoreline Master Plan and Veteran's Park Master Plan (The Sigma Group) – Milwaukee, WI
- St. Johns Park and Bark River Restoration Project – City of Delafield, WI
- West Park Master Plan (Carmel Clay Parks and Recreation) – Carmel, IN
- Abendschein Park Improvements – City of Oak Creek, WI
- Town Beach Storm Sewer and Fish Creek Beach Phase 1 (Town of Gibraltar) – Fish Creek, WI
- Downtown Riverwalk West – City of West Bend, WI
- Waterfront Vision Plan – City of Hudson, WI
- Grand Kakalin Fox River Overlook Regulatory Submittals – City of Kaukauna, WI

EXPERIENCE PRIOR TO JOINING SEH

Wisconsin Department of Natural Resources

Water management specialist assigned to evaluate waterway and wetland projects for compliance with state statute, administrative code and Section 401 of the Clean Water Act. Heidi was responsible for reviewing lakebed grant and bulkhead line projects for compliance with state statute and the Public Trust Doctrine. She also managed large power plant expansions, large watercourse projects and landfill expansions. Heidi was responsible for inspecting projects to ensure compliance and assisting legal staff in preparation of files for hearing. She also testified as an expert witness at contested case hearings and municipal courts.



EDUCATION

Juris Doctor
Marquette University Law
School - Milwaukee, WI

Bachelor of Arts
International Relations and
Scandinavian Studies
University of
Wisconsin-Madison

Certificate
Environmental Studies
University of
Wisconsin-Madison

REGISTRATIONS/ CERTIFICATIONS

Attorney in WI

Project Cost/Fees

Activity	Hours	EXPENSES		
		MEALS	MILES	LODGING
	SEH	\$15	\$0.54	\$150
Project Management				
Kick-Off Meeting	8			
Team Meetings (3 total, 1x per month)	12			
Pre-Workshop Data Collection				
Community Remarks - online comment gathering				
Stakeholder Phone/Email Interviews				
Ad Hoc Committee	6			
Elected Officials	4			
Neighboring Commercial Owners	4			
WDNR	6			
Other	6			
Plan Review	18			
Workshop Preparation	48			
Workshop				
Day Before Workshop	12	4	800	4
Day 1	40	12		4
Ad Hoc Committee				
Site Tour				
Stakeholder Groups (AM)				
Alternatives Development (PM)				
Public Meeting (Evening)				
Day 2	40	12		4
Ad Hoc Committee				
Site Tour (if needed)				
Stakeholder Groups (AM)				
Alternatives Development (PM)				
Public Meeting (Evening)				
Day 3	16	8	800	
Ad Hoc Committee				
Post-Workshop				
Draft Report of Public Involvement	38			
Final Report of Public Involvement	38			
	296	36	1600	12
	\$36,888	\$540	\$864	\$1,800
	\$36,888	\$3,204		
	\$40,092			

Sample Contract

Master Agreement for Professional Services

This Master Agreement for Professional Services is effective as of _____ between City of Sturgeon Bay ("Client") and Short Elliott Hendrickson Inc. ("Consultant").

By entering into this Agreement, Client agrees to utilize the professional services of Consultant and Consultant agrees to provide the professional services described in this Agreement, exhibits or attachments. The attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16) shall apply to all work performed by Consultant on behalf of Client. Individual projects requested by Client on an as needed basis and accepted by Consultant will be described in Supplemental Letter Agreements ("SLA") with other optional exhibits and attachments cited. Nothing herein shall be deemed to require Client to retain Consultant or require Consultant to provide services beyond those specified in Supplemental Letter Agreements.

This Master Agreement for Professional Services, General Conditions, Exhibits, and Attachments to Exhibits (collectively referred to as the "Agreement") represent the entire understanding between Client and Consultant and supersedes all prior contemporaneous oral or written agreements with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all Exhibits unless alternate terms have been specifically agreed to on the SLA under "Other Terms and Conditions". The SLA shall take precedence over Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Short Elliott Hendrickson Inc.

City of Sturgeon Bay

By: _____

By: _____

Title: _____

Title: _____

document1

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Sturgeon Bay ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective _____, this Supplemental Letter Agreement dated _____ authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: West Waterfront Redevelopment Public Participation.

Client's Authorized Representative: _____

Address: _____

Telephone: _____ **email:** _____

Project Manager: _____

Address: _____

Telephone: _____ **email:** _____

Scope: The Basic Services to be provided by Consultant:

Schedule:

Payment:

The lump sum fee is \$_____ including expenses and equipment (see Exhibit A-2).

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:

document2

Short Elliott Hendrickson Inc.

City of Sturgeon Bay

By: _____

By: _____

Title: _____

Title: _____

Exhibit A-2
to
Between (Client)
and
(Consultant)
Dated

**Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

document1



Building a Better World for All of Us[®]

Sustainable buildings, sound infrastructure, safe transportation systems, clean water, renewable energy and a balanced environment. Building a Better World for All of Us communicates a company-wide commitment to act in the best interests of our clients and the world around us.

We're confident in our ability to balance these requirements.

Join Our Social Communities



Sturgeon Bay West Waterfront Redevelopment Public Participation RFP

Supplemental questions for SEH

1. Please elaborate on the Mentimeter digital application. What does this involve? Does the City or participants need special equipment or apps for that?
 - a. This is a simplistic form of surveying attendees at the public meetings. A transparent process that allows all attendees to view others written comments. A cell phone with an internet connection is necessary to participate; no app needed. Some key benefits of this software include:
 - i. Increased participation
 - ii. Increased openness thanks to anonymity
 - iii. People feel more involved in decisions
 - iv. Immediate feedback collection
2. Please elaborate on the large and small group activities that are part of the workshop. Also, can participants attend just parts of the workshop?
 - a. These activities will be discussed and defined at the Kick-Off meeting. They vary from small breakout topical sessions, game board exercises, and preference discussions.
 - b. Participants can attend portions but the benefit of committing to complete attendance is the feedback/report back portions that typically occur at the end.
3. You propose that a website be developed using Community Remarks. The City has recently acquired a license for the Polco platform for community input <https://polco.us/> . Would you be able to utilize that system for your online comments and voting? If yes, would that lower your fees?
 - a. Community Remarks is a great tool that links public participation with mapping. Being that this project is a singular site, Polco will be a fine replacement to Community Remarks, especially for people who are unable to attend any part of the workshop. The fee would be reduced by \$1,318 without using Community Remarks.
4. How do you reach out to citizens that don't attend the "live" workshop?
 - a. Polco will be an accessible resource for gathering information from people throughout the next few months who are unable to attend any part of the workshop. Also, early in the process our team will have individual contact via phone and/or email with stakeholders.
5. Does your online community input include survey questions? If yes, do you see any value in including a paper version of the survey as opposed to strictly online/in person participation?
 - a. Yes, paper surveys could be mailed and/or provided at city hall, utility bills, neighborhood newspapers and local businesses as an additional source of comments.
6. Please elaborate on what happens between the end of the 2.5-day workshop and the final report. Is there back-and-forth of any kind with the ad hoc committee during that time?
 - a. After the workshop we develop a summary memo of what was produced during the event, a draft summary report and a final summary report.

- b. The ad hoc committee will have an opportunity to review before SEH finalizes the content and assembles the hard and electronic copies. We propose two video conferences.
- 7. What is included in the final report? Is it a summary of the comments and opinions or do you make specific recommendations for future development of the site? Does it include drawings/designs of the preferred development option(s)?
 - a. The final report will include a summary for a minimum of two alternatives and based on feedback we will create a single preferred concept..
- 8. The proposal states the effort would “balance the collective aspirations of the community, the realities of the marketplace and the availability of public/private resources ...” Please elaborate. Would your work include preliminary cost estimates, projected revenues or ongoing maintenance costs? Would funding options such as potential land sales/leases, TIF revenue, public donations, and so on be considered?
 - a. All recommendations will be based on information provided by the city prior to the workshop, stakeholder input and previous studies. There will not be any additional market studies. We can provide preliminary costing at a high level planning opinion of probable costs.
- 9. Do you have connections with philanthropic organizations or experience with grant programs that might be potential sources of funding? Similarly, do you have connections with developers they might be interested in partnering with the City? If yes, are these services that you offer?
 - a. SEH has a team of funding specialists that identify potential sources of funding for specific aspects of each project through public partnerships and can assist the city in engaging private philanthropy.
- 10. Can you talk a bit about historical context and how you incorporate "sense of place" into your designs? How about adaptive reuse of historical structures?
 - a. Through our experience working with many communities, the historic context and authenticity of place is a major influence in reinforcing sense of place. This is reflected in most of our work.
- 11. Please elaborate on your firm’s experience with park design. Is this a core function or do you rely on outside expertise?
 - a. SEH is full interdisciplinary firm with planners and landscape architects with award winning portfolios in open space, trails, and parks.
- 12. Please elaborate on your firm’s experience with engineering associated with development (e.g. stormwater, utilities, etc.) Is this a core function or do you rely on outside expertise?
 - a. SEH is full interdisciplinary firm with resources to provide stormwater, utility, and many other services here in Wisconsin.
- 13. Your proposal mentions an option of a planning station for kids. Is there an additional fee for that?
 - a. In previous projects, the team has coordinated with the ad hoc committees to provide staffing at the kids planning table. SEH would provide the instructions and content.

Request for Proposal --Revised 11/20/2018

West Waterfront Redevelopment Public Participation City of Sturgeon Bay

PROJECT OVERVIEW

The City of Sturgeon Bay is undertaking a redevelopment project of a waterfront site in downtown Sturgeon Bay. The ad hoc West Waterfront Planning Committee (Committee) has been created to make recommendations regarding the future use and development of the site. The ad hoc committee determined that the ideas, desires, and concerns of the general public need to be gathered and considered during the planning process. Hence, professional consulting services are being requested to formulate and execute a public information and participation process.

BACKGROUND

The West Waterfront subject area consists of approximately 3.5 acres with about 410 feet of dock wall frontage. It is bordered on the south by E. Maple Street, on the southeast by the Oregon Street Bridge, on the northeast by the shipping channel, on the northwest by the Door County Maritime Museum, and on the west by parking lots. The land is owned by the City of Sturgeon Bay. A portion of the site previously had been leased to the U.S. Coast Guard for storage, parking, and buoy maintenance. The rest of the site was formerly occupied by the Door County Cooperative, which used it for retail, general storage, and handling grain and other agricultural products. The site has been cleared of all buildings. At the shore there is a steel sheet pile dock wall. A portion of the dock wall is currently leased to Selvick Marine Towing for the mooring of tugboats.

Redevelopment planning for the subject property and surrounding property began in 2011 and a redevelopment plan was adopted by the Common Council in October, 2011. This plan was subsequently adjusted a few times as various development proposals were considered. But the proposed development of the waterfront site was ultimately stymied by a combination of an inability to attract a developer for one of the major components, public objection to a proposed hotel project, and a legal challenge over the amount of land that can be used for private, non-maritime use. Hence, the site that is the subject of this RFP has not moved forward with new development. The legal issue regarding the amount of property that can be used for private development is not resolved yet. An injunction restricting the sale of the former DC Co-op property is in place until the Wisconsin DNR issues a declaratory ruling establishing the location of the ordinary high water mark. Nevertheless, a renewed effort to come up with a redevelopment plan for the site is underway. The ad hoc planning committee was formed to make recommendations on the future use and development of the property.

SERVICES REQUIRED

The goals of the public participation process are the following:

1. Determine the public attitude regarding the amount and location of public space to be created within the subject property and its integration with existing public space.

2. Discern the type of public amenities and programming to be planned within the public space, if any, and integration of such amenities/programming with existing public amenities/programming.
3. Assess the type and intensity of private uses that are desired by the public for this location, if any.
4. Educate the public regarding the overall redevelopment project, as well as the advantages and disadvantages of development options under consideration.

The City is seeking a robust public participation process that provides many opportunities for input and involvement by a broad range of residents, businesses and other stakeholders. However, the City does not intend to dictate through this RFP a specific process or set of activities to achieve this. Rather, we are looking to respondents to provide the process that they feel will most effectively achieve these goals.

PROJECT DELIVERABLES / EXPECTED OUTCOMES

The outcome of the West Waterfront public input process will be an understanding of current and future desires and priorities of the citizens and the preferred redevelopment alternative(s) for the subject site.

The findings of the process must be contained in a report that includes a description of the engagement strategy used by the consultant and the results of the process. The results should be as detailed as possible in order to inform/advise the West Waterfront Planning Committee in its formulation of a recommendation redevelopment plan.

After the project is completed the City of Sturgeon Bay may choose to work with the selected firm to use the findings from this initial public participation process to formulate more detailed designs and estimate costs, along with potential further public input. However, there is no obligation on the part of the City or the Consultant to engage in work beyond the scope of this RFP

PROJECT SCHEDULE

The City wishes to proceed with gathering public input as soon as possible after the Consultant is selected. The Consultant shall submit a project schedule based upon a contract date of December 19th and completion by February 15, 2019. If, in the opinion of the consulting firm, such completion date is not feasible, then an alternative schedule may be submitted.

EVALUATION CRITERIA

In evaluating the public participation plan component of proposals, the City will be using the following criteria to compare proposals:

Inclusivity: It is important that efforts are made to connect with and solicit input from a broad and diverse cross section of the community, including across age, ethnic, socioeconomic and gender categories. Ideas for and proven success in gathering input to achieve this should be clearly laid out in the proposal.

Creativity: Reaching some segments of the population can be difficult, and may require a variety of efforts and tools. Effectively reaching some groups may require efforts beyond the typical survey or public forum. Ideas and tools to achieve this should be included in the proposal.

Variety: The City would like to ensure that residents and stakeholders have various means for providing input. Some tools are more likely to reach some segments of the population better than others. We envision a process that provides multiple options and opportunities for input.

Experience: The consultant must demonstrate recent experience in conducting public participation activities. In particular, the City desires experience related to land use planning, development projects, and public space/recreation design.

Clarity: The description of the public process should be clear and easy to comprehend. It should relate to the goals identified for the services required, including the desire for the public input to consider how future public space should be integrated with overall existing public space/features.

Schedule: The submitted timeline for completing the services should align with the City's proposed completion time, unless the firm offers rationale for a longer completion time.

Budget: There is no set budget allocated to this portion of the redevelopment project. However, the City seeks to maximize the value of the work. Therefore, the costs of the proposal compared to the work to be performed will be considered.

SUBMISSION INFORMATION

An electronic version of the completed proposal shall be submitted by November 30, 2018 at 3:00 PM. Hard copies are optional. The proposal shall include the following:

1. Brief statement of interest
2. A detailed description of the public participation strategy to be employed on the project
3. Firm qualifications for performing the work identified in this RFP
4. Examples of similar projects completed by the firm
5. Identification of project team members and responsibilities (resumes of key personnel may be submitted)
6. References (three maximum)
7. Project schedule
8. Project cost/fees
9. Sample contract/service agreement

If activities described in the proposal are optional services this should be clearly identified in the proposal, and these services should be quoted separately in the required cost proposal.

Submit proposal via email with "Proposal for West Waterfront Redevelopment Public Participation" in the subject line to: molejniczak@sturgeonbaywi.org OR

Deliver or send proposal to:

City of Sturgeon Bay
Community Development Department
421 Michigan Street
Sturgeon Bay, WI 54235

Proposals received after the submission deadline will not be accepted.

SELECTION PROCESS

Deadline for submission is November 30, 2018 at 3:00 PM.

Review/ranking of submissions will be performed by a subcommittee of the ad hoc West Waterfront Planning Committee by Friday, December 6th. Formal interviews are not anticipated to be necessary. However, if interviews of firms become desirable, they would be conducted by phone conference at a time convenient to the proposer. Approval of consultant by the Common Council is expected on December 18th. This date may be pushed back if interviewing firms is deemed necessary.

QUESTIONS/CLARIFICATIONS

Questions regarding the redevelopment project or this request for proposals should be directed to Sturgeon Bay Community Development Director Marty Olejniczak at 920-746-6908 or molejniczak@sturgeonbaywi.org. Any questions that result in a clarification of the scope of services or any substantive info will be shared with all consultants receiving this RFP.

ADDITIONAL INFO

To aid in your understanding of this request for proposal the following information is included:

- Attachment A: Map and air photo of the subject area.
- Attachment B: Original West Waterfront Redevelopment Plan (2011).
- Attachment C: Latest site plan (prior to lawsuit impacting the developable area of the site).
- Attachment D: Draft of public space design for prior plan. Note: This previous work was not formally reviewed by the general public or City officials.