



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, APRIL 2, 2019
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 – \$64,311.80, Capital Fund - \$8,169.90, Cable TV - \$5,634.17, TID #4 - \$3,877.40, and Solid Waste Enterprise Fund - \$1,910.98 for a grand total of \$83,904.25. 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 3/19/19 regular minutes Common Council minutes.
 - * b. Approval of the following minutes:
 - (1) Bicycle & Pedestrian Advisory Board – 3/4/19
 - (2) Finance/Purchasing & Building Committee – 3/12/19
 - (3) Community Protection & Services Committee – 3/13/19
 - (4) Ad Hoc West Waterfront Planning Committee – 3/14/19
 - (5) Parking & Traffic Committee – 3/18/19
 - * c. Place the following reports on file:
 - (1) Inspection Department Report – February 2019
 - * d. Consideration of: Approval of beverage operator licenses.
 - * e. Consideration of: Approval of Temporary Class B Wine license.
 - * f. Consideration of: Approval of Temporary Class B Wine and Temporary Class B Beer license.
 - * g. Finance/Purchasing & Building Committee recommendation re: Approve sale of the temporary and permanent easement on the City Property located at 1531 Division Road, parcel #281-68-170001102 in the amount of \$11,517.00.
 - * h. Community Protection & Services Committee recommendation re: Adopt the Elected Officials Cellular Phone Use Policy.

- * i. **Parking & Traffic Committee recommendation re: Change all hourly parking signs to read, two hour parking between 7 a.m. and 6 p.m., within the designated parking permit zone as described in the ordinance.**
- * j. **Parking & Traffic Committee recommendation re: Reinstall the no parking sign on the south side of Iowa St. between N. 3rd Ave. and N. 4th Ave.**
- 8. Mayoral appointments.**
- 9. Resolution re: Tourist Rooming House Permit Fee.**
- 10. Public hearing re: Text amendment to Section 20.29(1) of the Municipal Code – Zoning Code – Accessory Building Height Requirements.**
- 11. First reading of ordinance re: Text amendment to Section 20.29(1) of the Municipal Code – Zoning Code – Accessory Building Height Requirements.**
- 12. Public hearing re: Text amendment from Section 20.10(2)(c)11 of the Municipal Code – Zoning Code – Detached accessory Dwelling Units.**
- 13. First reading of ordinance re: Text amendment from Section 20.10(2)(c)11 of the Municipal Code – Zoning Code – Detached accessory Dwelling Units.**
- 14. First reading of ordinance re: Creating of Chapter 35 of the Municipal Code – Code of Conduct.**
- 15. First reading of ordinance re: Creation of Chapter 36 of the Municipal Code – Code of Ethics.**
- 16. Consideration of: Assuming Maintenance/Removal Responsibility of WPS Temporary Haul Road Within Highway 42-57 Right-of-Way.**
- 17. Consideration of: Mayoral veto of Council action approving Development Agreement between City of Sturgeon Bay and Sturgeon Bay Historical Society Foundation, Inc. for Teweles & Grandeis Granary as posting on the March 19, 2019 Common Council agenda.**
- 18. Items to be Included on Future Agendas (New Business).**
- 19. City Administrator report.**
- 20. Committee Chairperson Reports:**
 - a. City Plan Commission**
 - b. Finance/Purchasing & Building Committee**
 - c. Park & Recreation Committee**
- 21. Mayor's comments.**
- 22. Adjourn.**

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date:

3-29-19

Time:

12:00pm

By:

Jim

INVOICES DUE ON/BEFORE 04/02/2019

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
GENERAL FUND				
LIABILITIES				
19610	RICHARD STUEWER	03/19 HEALTH INS REIMB/STUEWER	01-000-000-21530	314.77
TOTAL LIABILITIES				314.77
2018 CAPITAL PROJ & EQ				
01761	ASSOCIATED TRUST COMPANY	PAY AGENT FEES-GO PROM 11.6.18	01-000-904-70002	325.00
TOTAL 2018 CAPITAL PROJ & EQ				325.00
TOTAL GENERAL FUND				639.77
CITY COUNCIL				
14913	NORTHERN DOOR COMMUNICATIONS	CELLPHONE CASE-COUNCIL MMBR	01-105-000-58999	24.95
14913		TAXES(TO BE CREDITED BACK)	01-105-000-58999	27.72
USBANK	US BANK	DCEDC ANNL MTG REG	01-105-000-55600	42.50
TOTAL				95.17
TOTAL CITY COUNCIL				95.17
CITY CLERK-TREASURER				
03330	VALERIE CLARIZIO	03/19 COBRA PREM REIMB/CLARIZI	01-115-000-50550	1,535.76
USBANK	US BANK	CONF MEAL EXPNSE/REINHARDT	01-115-000-55600	17.27
USBANK		CONF MEAL EXPNSE/REINHARDT	01-115-000-55600	24.27
USBANK		CONF MEAL EXPNSE/REINHARDT	01-115-000-55600	7.90
USBANK		CONF HOTEL/REINHARDT	01-115-000-55600	94.28
USBANK		MTAW MEMBRSHIP/CLARIZIO	01-115-000-56000	55.00
USBANK		WGFOA DUES/CLARIZIO	01-115-000-56000	25.00
USBANK		GFOA CONF REGISTER/CLARIZIO	01-115-000-56000	490.00
USBANK		APT US&C MEMBER DUES/CLARIZIO	01-115-000-56000	145.00
USBANK		DCEDC ANNL MTG REG/REINHARDT	01-115-000-55600	42.50
USBANK		DCEDC ANNL MTG REG/CLARIZIO	01-115-000-55600	42.50
TOTAL				2,479.48
TOTAL CITY CLERK-TREASURER				2,479.48
ADMINISTRATION				
01766	AURORA MEDICAL GROUP	PRE EMPLOY SCREEN/ADMN ASSIST	01-120-000-54999	133.00
17700	QUILL CORPORATION	2 BX HANGING FILE FOLDERS	01-120-000-51950	69.99
17700		2 BX HANGING FILE FOLDERS	01-120-000-51950	59.98
17700		1 BX STRAIGHT TAB FOLDERS	01-120-000-51950	22.28
17700		STEEL RULER	01-120-000-51950	2.69
17700		ULTRA FINE SHARPIES	01-120-000-51950	10.29
17700		FINE SHARPIES	01-120-000-51950	12.49
17700		GREEN HANGING FILES	01-120-000-51950	27.99
17700		VIOLET HANGING FILES	01-120-000-51950	27.99
17700		BROTHER TOUCH LABLER	01-120-000-51950	29.99
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	2 BINDERS	01-120-000-51950	30.00
BUBRICKS		1 BX RT TAB MANILA FOLDERS	01-120-000-51950	22.35

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
BUBRICKS		LABELS	01-120-000-51950	15.30
USBANK	US BANK	MEAL EXPNSE/VANLIESHOUT	01-120-000-55600	34.89
USBANK		LEGISLATE DAYS REG/VANLIESHOUT	01-120-000-55600	30.00
USBANK		MEAL EXPNSE/VANLIESHOUT	01-120-000-56650	26.08
USBANK		DCEDC ANNL MTG REG/VANLIESHOUT	01-120-000-55600	42.50
TOTAL				597.81
TOTAL ADMINISTRATION				597.81
COMPUTER				
03101	CDW GOVERNMENT, INC.	HDMI DISPLAY PORT	01-125-000-54999	9.27
03101		USB HUB	01-125-000-54999	10.05
03101		5 3' CAT5 CABLES	01-125-000-54999	5.70
03101		5 5' CAT5 CABLES	01-125-000-54999	6.85
03101		MS SURFACE/KEYBRD/MOUSE-POLICE	01-125-000-55550	1,056.83
03101		ADOBE PRO	01-125-000-55550	311.08
03101		2 STARTECH HDMI ADAPTERS	01-125-000-54999	18.54
03101		HP LAPTOP/COMMUNITY ROOM	01-125-000-55550	513.81
USBANK	US BANK	COUNCIL CHMBER MONITOR PARTS	01-125-000-55550	47.05
USBANK		COUNCIL CHMBER MONITOR PARTS	01-125-000-55550	34.99
USBANK		COUNCIL CHMBER MONITOR PARTS	01-125-000-55550	82.94
USBANK		COUNCIL CHMBER MONITOR PARTS	01-125-000-55550	11.98
TOTAL				2,109.09
TOTAL COMPUTER				2,109.09
CITY ASSESSOR				
ASSO APP	ASSOCIATED APPRAISAL	04.02.19 CONTRACT	01-130-000-55010	1,333.33
TOTAL				1,333.33
TOTAL CITY ASSESSOR				1,333.33
MUNICIPAL SERVICES ADMIN.				
03133	CELLCOM WISCONSIN RSA 10	02/19 CHAD CELL SVC	01-145-000-58250	24.82
USBANK	US BANK	LEGISTATE DAYS REG/SHEFCHIK	01-145-000-55600	30.00
USBANK		CONTINUING ED COURSE	01-145-000-55600	44.93
USBANK		CONTINUING ED COURSE	01-145-000-55600	60.00
USBANK		DCEDC ANNL MTG REG/SHEFCHIK	01-145-000-55600	42.50
TOTAL				202.25
TOTAL MUNICIPAL SERVICES ADMIN.				202.25
PUBLIC WORKS ADMINISTRATION				
03133	CELLCOM WISCONSIN RSA 10	02/19 STEVE CELL SVC	01-150-000-58250	31.81

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GENERAL FUND				
03133		02/19 MIKE CELL SVC	01-150-000-58250	43.88
03133		02/19 CELL SVC	01-150-000-58250	7.55
TOTAL				83.24
TOTAL PUBLIC WORKS ADMINISTRATION				83.24
CITY HALL				
05500	ENERGY CONTROL AND DESIGN INC	VALVE ACTUATOR	01-160-000-55300	88.22
05500		SHIPPING	01-160-000-55300	11.53
23730	WPS	CITY HALL	01-160-000-56600	1,967.40
WARNER	WARNER-WEXEL WHOLESALE &	PAPER TOWELING	01-160-000-51850	24.73
TOTAL				2,091.88
TOTAL CITY HALL				2,091.88
GENERAL EXPENDITURES				
13875	MUNICIPAL CODE CORP	ONLINE HOSTING	01-199-000-51100	950.00
BOETTCOM	BOETTCHER COMMUNICATIONS	TRBLESHOOT 2019 ENG/PLUGINS	01-199-000-51100	604.84
TOTAL				1,554.84
TOTAL GENERAL EXPENDITURES				1,554.84
POLICE DEPARTMENT				
15890	PACK AND SHIP PLUS	SHIP EVIDENCE CRIME LAB	01-200-000-57250	3.80
22800	WALMART COMMUNITY	FILE FOLDERS/ORGANIZER TABS	01-200-000-51950	22.24
USBANK	US BANK	OFFICE SUPPLIES	01-200-000-51950	22.15
USBANK		CONF MEAL EXPNSE/PORTER	01-200-000-55600	25.70
USBANK		CONF MEAL EXPNSE/PORTER	01-200-000-55600	11.74
USBANK		CONF MEAL EXPNSE/PORTER	01-200-000-55600	22.95
USBANK		CONF MEAL EXPNSE/PORTER	01-200-000-55600	15.88
USBANK		WI CHIEF POLCE MMBR DUES/PORTR	01-200-000-56000	130.00
USBANK		FBI NAA MMBRSHIP RENEW/PORTER	01-200-000-56000	105.00
USBANK		IACP MEMBRSHIP/PORTER	01-200-000-56000	190.00
USBANK		CONF LODGING/PORTER	01-200-000-55600	215.42
USBANK		SALES TAX REFUND-LODGING	01-200-000-55600	-33.48
USBANK		XPS 8930 COMPUTER/MIELKE	01-200-000-55500	2,215.50
USBANK		HP COMPUTER/FORENSICS LAB	01-200-000-55500	1,582.49
USBANK		DCEDC ANNL MTG REG/BRNKMAN	01-200-000-55600	42.50
USBANK		DCEDC ANNL MTG REG/PORTER	01-200-000-55600	42.50
USBANK		FBINAA DUES/BRINKMAN	01-200-000-56000	90.00
USBANK		WI CHAPTER DUES/BRINKMAN	01-200-000-56000	15.00
USBANK		CONF MEAL EXPNSE/BRINKMAN	01-200-000-55600	16.16
USBANK		CONF MEAL EXPNSE/BRINKMAN	01-200-000-55600	15.88
USBANK		CONF MEAL EXPNSE/BRINKMAN	01-200-000-55600	14.73
USBANK		CONF MEAL EXPNSE/BRINKMAN	01-200-000-55600	15.88
USBANK		CONF LODGING/BRINKMAN	01-200-000-55600	182.00
USBANK		ANALYSIS KITS/FARADAY BAGS	01-200-000-55500	1,680.00

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GENERAL FUND				
USBANK		BATTRY BACKUP/SURGE PROTECTR	01-200-000-55500	175.02
USBANK		CHARGING CABLE/USB WALL CHRGR	01-200-000-55500	43.68
TOTAL				6,862.74
TOTAL POLICE DEPARTMENT				6,862.74
POLICE DEPARTMENT/PATROL				
02005	BAY ELECTRONICS, INC.	RADIO PARTS/SERVICE	01-215-000-57550	585.60
02005		RADIO BATTERY	01-215-000-57550	298.00
03133	CELLCOM WISCONSIN RSA 10	02/19 CELLPHONES	01-215-000-58250	1,014.10
03133		02/19 MIFI WIRELESS ROUTERS	01-215-000-58250	263.34
04575	DOOR COUNTY HARDWARE	MISC GARAGE ITEMS	01-215-000-54999	27.97
04696	DOOR COUNTY TREASURER	02/19 FUEL	01-215-000-51650	2,882.41
19580	STREICHERS PROF POLICE EQUIP	2 UNIFORM PANT/TASSOUL	01-215-000-52900	105.98
22800	WALMART COMMUNITY	ANDROID PHONE/JOSE	01-215-000-58250	119.38
HENRY	CLINT HENRY	CRIMINAL JUSTICE COURSE/HENRY	01-215-000-55600	675.00
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	AUTO PART	01-215-000-58600	7.99
R0000048	SHELL FLEET PLUS	OUT OF TOWN FUEL	01-215-000-51650	38.80
R0000048		TAX CREDIT	01-215-000-51650	-2.90
R0000048		REBATE	01-215-000-51650	-1.58
R0000608	AUTO ZONE, INC	WIPER BLADES	01-215-000-58600	56.98
REG FEE	REGISTRATION FEE TRUST	PLATE XFTER	01-215-000-58600	5.00
REG FEE		TITLE/PLATE XFER 2019 FORD EXP	01-215-000-58600	74.50
TWEAK	TWEAK SOCIAL MEDIA & MARKETIN	WEB MAINTENANCE	01-215-000-58999	11.25
USBANK	US BANK	DRONE PILOT CERT TRNING	01-215-000-55600	150.00
USBANK		FUEL	01-215-000-51650	25.25
USBANK		FLIGHT TO OKC/PORTER	01-215-000-54999	219.00
USBANK		LODGE FTO SCHOOL/SHEW & DEIBEL	01-215-000-55600	299.96
USBANK		DRONE PILOT DRONE CERT TRNING	01-215-000-55600	150.00
USBANK		DRONE PILOT DRONE CERT TRNING	01-215-000-55600	150.00
USBANK		DRONE PILOT CERT TRNING	01-215-000-55600	150.00
USBANK		DRONE PILOT CERT TRNING	01-215-000-55600	150.00
USBANK		CREDIT	01-215-000-58550	-102.54
USBANK		ITUNES/ICLOUD STORAGE	01-215-000-58250	0.99
USBANK		LODGING/CRABB,GANDER,BILODEAU	01-215-000-55600	164.00
USBANK		LODGING/CRABB,GANDER,BILODEAU	01-215-000-55600	164.00
USBANK		USB EXTENSION CABLE	01-215-000-54999	9.50
USBANK		CELLPHONE CASE/SCHMIDT	01-215-000-58250	33.08
USBANK		CELLPHONE CASE	01-215-000-58250	63.29
USBANK		CELLPHONE CASE RETURN	01-215-000-58250	-63.29
TOTAL				7,725.06
TOTAL POLICE DEPARTMENT/PATROL				7,725.06
POLICE DEPT. / INVESTIGATIONS				
SAFRAN	IDEMIA IDENTITY & SECURITY LLC	2019 MAINT AGREE FINGERPRNT MCH	01-225-000-58999	1,599.00
USBANK	US BANK	SITEGROUND WEB HOSTING	01-225-000-51500	15.95
TOTAL				1,614.95
TOTAL POLICE DEPT. / INVESTIGATIONS				1,614.95

INVOICES DUE ON/BEFORE 04/02/2019

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
FIRE DEPARTMENT				
04696	DOOR COUNTY TREASURER	FEB FUEL	01-250-000-51650	1,112.05
14875	NWTC GREEN BAY	EMR CLASS	01-250-000-55600	969.20
16570	PIONEER FIRE COMPANY	UNIFORMS	01-250-000-52900	231.00
18448	RENNERTS FIRE EQUIP SER INC	DISCHRG/INTAKE GAUGES	01-250-000-53000	342.38
23730	WPS	656 S OXFORD AVE-WS FIRE	01-250-000-56600	256.35
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	ABSORBENT	01-250-000-53000	324.50
O'REILLY		PRIMARY WIRE	01-250-000-53000	66.00
O'REILLY		TIRE GAUGES	01-250-000-53000	11.78
O'REILLY		BEAM & DOOR JAM	01-250-000-53000	28.65
O'REILLY		CREDIT RETURN-DOOR JAM	01-250-000-53000	-8.67
O'REILLY		PCV GROMMET	01-250-000-53000	9.54
O'REILLY		CLIMATE CONTROL	01-250-000-53000	24.56
O'REILLY		HOSE CLAMP/FUEL FILTER	01-250-000-53000	6.91
O'REILLY		CUT OFF WHEEL	01-250-000-53000	3.29
O'REILLY		PORTA POWER	01-250-000-53000	16.52
PATS	DEBBIE DERENNE	TARP REPAIR/E4	01-250-000-53000	87.00
PAULCONW	PAUL CONWAY SHIELDS	LIGHT HEAD REPAIR	01-250-000-51350	65.00
TRUCK	TRUCK EQUIPMENT, INC.	AIR SWITCH/E4	01-250-000-53000	22.73
TRUCK		BRAKE REPAIR/E4	01-250-000-53000	75.00
USBANK	US BANK	DATA	01-250-000-58250	273.47
USBANK		COFFEE MACHINE	01-250-000-51350	252.19
USBANK		COMPUTER ADAPTER	01-250-000-54999	50.44
USBANK		SUPPLIES	01-250-000-54999	144.48
USBANK		FAA DRONE REGISTRATION	01-250-000-56000	5.00
USBANK		UTV CHAINS	01-250-000-53000	109.98
USBANK		RADIO HOLDER	01-250-000-52900	44.58
USBANK		STRAP	01-250-000-52900	50.85
USBANK		DRONE CABLE/TAPE/LANDING	01-250-000-53000	37.71
USBANK		MONITOR	01-250-000-54999	128.00
USBANK		DISPLAY MONITOR	01-250-000-54999	88.00
USBANK		INSPECTION TABLET	01-250-000-51350	499.99
USBANK		TABLET COVER	01-250-000-51350	50.27
USBANK		TABLET SCREEN PROTECTOR	01-250-000-51350	26.29
USBANK		GARAGE FANS	01-250-000-51350	179.94
USBANK		VACUUM CLEANER BELT	01-250-000-54999	4.84
USBANK		AED TRNR/CHOKING TRNR	01-250-000-52250	114.50
WARNER	WARNER-WEXEL WHOLESALE &	CLEANING SUPPLIES	01-250-000-54999	300.61
TOTAL				6,004.93
TOTAL FIRE DEPARTMENT				6,004.93
SNOW REMOVAL				
02844	BRUCE MUNICIPAL EQUIPMENT INC	SHAFT/TRACKLESS	01-410-000-51400	283.93
02844		SHIPPING	01-410-000-51400	25.23
13150	MASTERCRAFT WELDING SYSTEM	FLAT BAR	01-410-000-51400	36.00
13150		FLAT BAR	01-410-000-51400	225.00
TOTAL				570.16
TOTAL SNOW REMOVAL				570.16
STREET MACHINERY				

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GENERAL FUND				
01469	AIRGAS NORTH CENTRAL	ANNL LEASE RENEW 5 GAS CYLNDRS	01-450-000-52150	400.00
01469		HAZMAT CHARGE	01-450-000-52150	7.50
01720	ARING EQUIPMENT COMPANY INC	LOADER WINDSHIELD	01-450-000-53000	679.76
04696	DOOR COUNTY TREASURER	02/19 FUEL 292.6 G	01-450-000-51650	652.21
04696		02/19 4650.42G DSL FUEL	01-450-000-51650	13,160.70
06005	JFTCO, INC	REPLACEMENT HOSE	01-450-000-53000	216.55
06005		2 CHECK VALVES @ 202.46EA	01-450-000-53000	404.92
06005		FREIGHT	01-450-000-53000	11.71
06012	FASTENAL COMPANY	HARDWARE	01-450-000-53000	36.31
06012		HARDWARE	01-450-000-52150	1.51
06012		HARDWARE	01-450-000-52150	3.28
13655	MONROE TRUCK EQUIPMENT, INC	RATCHET STRAPS 4 @ 17.73	01-450-000-53000	70.92
13655		SHIPPING	01-450-000-53000	14.64
18945	S & R TRUCK CENTER, INC	FUEL PUMP	01-450-000-53000	1,688.72
18945		GASKET	01-450-000-53000	1.53
18945		O RINGS	01-450-000-53000	20.08
18945		LABOR 4HRS @ 70.00	01-450-000-53000	280.00
19275	SHERWIN WILLIAMS	ANNL PAINT PUMP OVERHAUL	01-450-000-53000	420.00
ADVAUTO	GENERAL PARTS DISTRIBUTION LLC	CABIN AIR FILTER	01-450-000-53000	44.08
ADVAUTO		COOLANT	01-450-000-53000	12.07
ADVAUTO		FUEL	01-450-000-52150	10.64
ADVAUTO		SERP BELT	01-450-000-53000	24.78
ADVAUTO		SERP BELT	01-450-000-53000	33.49
ADVAUTO		CREDIT RETURN	01-450-000-53000	-24.78
ADVAUTO		SERP BELTS & SWIVEL GRIP	01-450-000-53000	11.78
ADVAUTO		15W 40GAL	01-450-000-53000	130.20
ADVAUTO		BEARING	01-450-000-52150	13.49
ADVAUTO		BEARING	01-450-000-52150	26.98
ADVAUTO		BEARING	01-450-000-52150	7.48
ADVAUTO		WORK LAMP	01-450-000-52700	56.94
ADVAUTO		LUBE	01-450-000-52150	39.54
ADVAUTO		METAL TOGGLE SWITCH	01-450-000-53000	9.78
ADVAUTO		TOGGLE SWITCH	01-450-000-53000	17.54
ADVAUTO		HEADLIGHT	01-450-000-53000	32.18
ADVAUTO		XTREME BLUE	01-450-000-53000	16.50
ADVAUTO		LUBE/ASSRT FILTERS/DEGREASER	01-450-000-53000	102.86
ASTRO	ASTRO HYDRAULICS, INC	NEW HYDRAULIC CYLINDER	01-450-000-53000	398.47
ASTRO		SHIPPING	01-450-000-53000	19.73
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	FUEL FILTER	01-450-000-52150	2.26
TOTAL				19,056.35
TOTAL STREET MACHINERY				19,056.35
CITY GARAGE				
23730	WPS	835 N 14TH AVE-FITY GARAGE	01-460-000-56600	2,293.08
APPLY MS	APPLIED MSS	CLEVIS PIN	01-460-000-54999	19.92
APPLY MS		LYNCH PINS	01-460-000-54999	24.20
APPLY MS		WIRE SNAP PINS	01-460-000-54999	20.29
APPLY MS		HOSE CLAMP	01-460-000-54999	14.80
APPLY MS		#12 HOSE CLAMP	01-460-000-54999	14.60
APPLY MS		LOCK NUTS	01-460-000-54999	10.06
APPLY MS		VINYL CLAMP	01-460-000-54999	26.23
APPLY MS		MECH WIRE	01-460-000-54999	35.88

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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 04/02/2019

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
APPLY MS		SHIPPING	01-460-000-54999	27.00
PULSE	PENINSULA PULSE	MECHANIC POSITION ADVERTISEMENT	01-460-000-54999	92.25
TOTAL				2,578.31
TOTAL CITY GARAGE				2,578.31
HIGHWAYS - GENERAL				
LONDO	RYAN LONDO	GLOVES/LONDO	01-499-000-56800	24.25
TOTAL				24.25
TOTAL HIGHWAYS - GENERAL				24.25
PARK & RECREATION ADMIN				
03133	CELLCOM WISCONSIN RSA 10	02/19 MIKE CELL SVC	01-500-000-58250	43.89
03133		02/19 CELL SVC	01-500-000-58250	7.55
03133		02/19 CELL SVC	01-500-000-58250	24.82
IMPRINT	4IMPRINT INC	WATERBOTTLES/KICK TO SUMMER	01-500-000-52250	274.72
USBANK	US BANK	KICK OFF TO SUMMER PRIZES	01-500-000-52250	216.25
USBANK		WOODEN TOKENS/FOOD SHARE	01-500-000-52250	281.10
TOTAL				848.33
TOTAL PARK & RECREATION ADMIN				848.33
PARKS AND PLAYGROUNDS				
01766	AURORA MEDICAL GROUP	MRO REVIEW FEE/SHORTREED	01-510-000-57100	8.00
01766		MRO REVIEW FEE/BONE	01-510-000-57100	8.00
04696	DOOR COUNTY TREASURER	02/19 FUEL 258.33 G	01-510-000-51650	575.82
04696		02/19 DSL FUEL 48.78G	01-510-000-51650	138.05
08225	HERLACHE SMALL ENGINE	STOP SWITCH	01-510-000-51900	2.75
23730	WPS	335 S 14TH AVE-MEM FLD	01-510-000-56600	282.33
ADVAUTO	GENERAL PARTS DISTRIBTION LLC	POWER UNIT SOLENOID	01-510-000-53000	45.04
ADVAUTO		MINI FUSE	01-510-000-53000	6.90
ADVAUTO		MINI BLADE	01-510-000-53000	5.58
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	SPARK PLUG	01-510-000-52700	7.98
USBANK	US BANK	CONF MEAL EXPNSE/BARKER	01-510-000-54999	11.94
USBANK		DCEDC ANNL MTG REG/BARKER	01-510-000-55600	42.50
TOTAL				1,134.89
TOTAL PARKS AND PLAYGROUNDS				1,134.89
MUNICIPAL DOCKS				
23730	WPS	36 S NEENAH AVE-RESTROOM	01-550-000-56600	16.21
TOTAL				16.21

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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 8

INVOICES DUE ON/BEFORE 04/02/2019

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
TOTAL MUNICIPAL DOCKS				16.21
WATER WEED MANAGEMENT				
USBANK	US BANK	BUSINESS CARDS/R LONDO	01-560-000-54999	33.75
TOTAL				33.75
TOTAL WATER WEED MANAGEMENT				33.75
COMMUNITY & ECONOMIC DEVLPMT				
USBANK	US BANK	DCEDC ANNL MTG REG/ROBINSON	01-900-000-55600	42.50
USBANK		DCEDC ANNL MTG REG/OLEJNICZAK	01-900-000-55600	42.50
TOTAL				85.00
TOTAL COMMUNITY & ECONOMIC DEVLPMT				85.00
TOTAL GENERAL FUND				57,741.79
CAPITAL FUND				
GENERAL EXPENDITURES				
USBANK	US BANK	2009 FORD EXPLORER	10-199-000-59999	8,000.00
TOTAL				8,000.00
TOTAL GENERAL EXPENDITURES				8,000.00
PARKS AND PLAYGROUNDS				
EXPENSE				
USBANK	US BANK	120V CONTRACTOR	10-510-000-59075	101.50
USBANK		STROBE LIGHT	10-510-000-59075	32.42
USBANK		SOFTWARE	10-510-000-59075	35.98
TOTAL EXPENSE				169.90
TOTAL PARKS AND PLAYGROUNDS				169.90
TOTAL CAPITAL FUND				8,169.90
CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
02975	CAMERA CORNER	AUDIO EQUIP INSTALL-SERVER	21-000-000-59070	532.50
MANN	MANN COMMUNICATIONS, LLC	04.02.19 CONTACT	21-000-000-55015	5,101.67
TOTAL CABLE TV / GENERAL				5,634.17
TOTAL CABLE TV / GENERAL				5,634.17
TOTAL CABLE TV				5,634.17

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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 04/02/2019

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

TID #4 DISTRICT				
TID #4 DISTRICT				
TID #4 DISTRICT				
SEH	SHORT ELLIOTT HENDERICKSON, INC	WEST WTRFRNT PUBLIC PARTICIPATN	28-340-000-58999	3,877.40
TOTAL TID #4 DISTRICT				3,877.40
TOTAL TID #4 DISTRICT				3,877.40
TOTAL TID #4 DISTRICT				3,877.40
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
04603	HALRON LUBRICANTS INC	USED OIL PICK UP-200 GAL	60-000-000-52050	30.00
04696	DOOR COUNTY TREASURER	02/19 664.66 G DSL FUEL	60-000-000-51650	1,880.98
TOTAL SOLID WASTE ENTERPRISE FUND				1,910.98
TOTAL SOLID WASTE ENTERPRISE FUND				1,910.98
TOTAL SOLID WASTE ENTERPRISE				1,910.98
TOTAL ALL FUNDS				77,334.24

MANUAL CHECKS

SUN LIFE INSURANCE	\$1,781.09
03/18/19	
Check # 84860	
04/19 Short/Long Term Disability	
01-000-000-21545	

SUPERIOR VISION INSURANCE	\$844.59
03/18/19	
Check # 84861	
04/19 Vision Insurance	
01-000-000-21540	

SOUTHERN DOOR SCHOOL DISTRICT	\$414.26
03/21/19	
Check #84928	
01/19 & 02/19 Mobile Home Tax Payment	
01-000-000-41300	

STURGEON BAY SCHOOLS	\$3,530.07
03/21/19	
Check #84929	
02/19 Mobile Home Tax Payment	
01-000-000-41300	

TOTAL MANUAL CHECKS	\$6,570.01
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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 04/02/2019

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

GENERAL FUND	52,741.79	64,311.80
CAPITAL FUND	8,169.90	
CABLE TV	5,634.17	
TID #4 DISTRICT	3,877.40	
SOLID WASTE ENTERPRISE	1,910.98	

TOTAL --- ALL FUNDS	77,334.24	83,904.25

Daryl J Ward 3/26/19
Barbara J. Allman 3/26/19
SP44 Wmsnrmwres 3/26/19

COMMON COUNCIL
March 19, 2019

A 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.

Ward/Catarozoli to adopt the agenda. Carried.

No one spoke during public comment.

Ward/Catarozoli to approve the following bills - General Fund - \$293,666.90, Capital Fund - \$1,975.32, Cable TV - \$65.97, TID #2 - \$173,991.25, TID #3 - \$24,693.75, TID #4 - \$66,107.90, and Solid Waste Enterprise Fund - \$11,789.86 for a grand total of \$572,290.95. Roll call: All voted aye. Carried.

Ward/Catarozoli to approve consent agenda:

- a. Approval of 3/5/19 regular minutes and 1/15/19, 12/18/18, 12/4/18, 11/20/18, 11/6/18, 9/18/18, 8/21/18, 8/7/18, 7/17/18, 7/3/18, 6/19/18, 6/5/18, 2/20/18, 12/19/17, 11/21/17, 11/7/17, 9/19/17, 8/1/17, 5/16/17, 10/4/16, 9/20/16, 5/17/16, 5/3/16, 4/19/16, 2/16/16, 10/20/15, 7/7/15, 5/17/11, 2/15/11 closed session Common Council minutes.
- b. Approval of the following minutes:
 - (1) Zoning Board of Appeals – 2/26/19
 - (2) Finance/Purchasing & Building Committee – 2/26/19
 - (3) Ad Hoc West Waterfront Planning Committee – 2/26/19
 - (4) Joint Park & Recreation Committee/Board – 2/27/19
 - (5) Personnel Committee – 3/5/19
 - (6) Finance Purchasing & Building Committee Closed Session – 1/30/18, 7/31/18, 12/26/17, 8/8/17, 2/28/17, 11/28/17, 1/10/17, 12/13/16, 11/28/16, 2/9/16, 1/26/16, 7/12/11, 5/3/11, 4/26/11
 - (7) Community Protection & Services Committee Closed Session – 11/10/16
 - (8) Personnel Committee Closed Session – 1/7/19
- c. Place the following reports on file:
 - (1) Fire Department Report – February 2019
 - (2) Police Department Report – February 2019
- d. Consideration of: Approval of beverage operator license.
- e. Personnel Committee recommendation re: Add language under the FMLA Section of the Employee Handbook.

Carried.

There were no mayoral appointments.

City Administrator VanLieshout summarized the process that was used to develop the Development Agreement between the City of Sturgeon Bay and Sturgeon Bay Historical Society Foundation Inc. for the Teweles and Brandeis Granary. City Attorney Kalny pointed out the changes in the Development Agreement since the March 5, 2019 Council meeting.

A lengthy discussion took place regarding the exhibits to the agreement, the change of the word public "assembly" from "accessible", the overall timeline of the project, the donor funds available for the project, whether parking requirements were necessary, the lakebed lease process, the

clarification that Exhibit E in the Development Agreement is what the City is going to get and performance and payment bonds.

Catarozoli/Hayes to approve the Development Agreement between the City of Sturgeon Bay and Sturgeon Bay Historical Society Foundation Inc. for the Teweles and Brandeis Granary with the following changes: (1) that a signature line be added under Sturgeon Bay Historical Society for the Secretary to sign, (2) allow staff to carry out the duties and responsibilities of the Agreement and allow the City Attorney to make all non-substantive changes. Carried with Ward and Wiederanders voting no.

The following item was requested by Ald. Wiederanders to be included on a future agenda: Discussion on public transit in Sturgeon Bay.

The City Administrator gave his report.

Personnel Committee Chair Ward, Parking & Traffic Committee Chair Catarozoli, Community Protection & Services Committee Chair Allmann and Sturgeon Bay Utility Commission member Allmann, and Ad Hoc West Waterfront Planning Committee Co-Chair Hauser presented reports for their respective committees/commissions.

The Mayor made his comments.

The Common Council did not go into closed session.

Hauser/Ward to adjourn. Carried. The meeting adjourned at 8:41 p.m.

Respectfully submitted,

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

Stephanie L. Reinhardt
City Clerk/HR Director

**Bicycle and Pedestrian Advisory Board Meeting Minutes
Monday, March 4, 2019**

The Bicycle and Pedestrian Advisory Board meeting was called to order at 1:35 p.m. by Chairperson Kelly Catarozoli in the Council Chambers, City Hall, 421 Michigan Street.

Roll Call: Members Chairperson Kelly Catarozoli, Vice Chairperson Chris Sullivan-Robinson, Mark Jenkins, and Becky Kerwin were present. Member Mark Smullen was absent. Also present were Chad Shefchik, Marty Olejniczak, and Police Assistant Candy Jeanquart. There were a large number of the public attending the meeting also.

Adoption of agenda: Ms. Catarozoli requested to discuss agenda item #6 before #5. Moved by Mr. Jenkins, Seconded by Mr. Sullivan-Robinson to adopt the following agenda:

1. Roll call.
 2. Approval of agenda.
 3. Approval of minutes from November 5, 2018.
 4. Public comment on no agenda items
 5. Update of: 5 Year Capital Plan
 6. Discussion of: Pedestrian path options on Memorial Drive
 7. Discussion of: Development of Bicycle – Pedestrian safety / media outlets
 8. Discussion of: Supply of bike helmets
 9. Discussion of: Bike rack necessities
 10. Discussion of: Future agenda items or request to refer to City Committee
 11. Adjourn
- All in favor. Carried.

Approval of minutes from November 5, 2018: Ms. Kerwin stated line 5 under “City Bike Lane Signage and Painted Symbols” needs to be update to painted from paint. Moved by Ms. Kerwin, Seconded by Mr. Jenkins to approve the minutes from November 5, 2018. **All in favor. Carried.**

Public comment on non-agenda items: The following people spoke: Mr. Dick Grota, 906 Memorial Drive; David Hayes, Alderman for District 2; Mr. Hans Christian, 330 N 3rd Avenue; Mr. Dan Austad, 942 Memorial Drive; Mr. Pete Horton, 826 Memorial Drive; Mr. Kent Wickman, 1358 Memorial Drive; Mr. Jon Gast, 936 Memorial Drive; and Mr. Moody Tidwell, 912 Memorial Drive.

Update of 5 Year Capital Plan: Mr. Shefchik provided the committee with the 5 Year Capital Plan to review and suggested the committee discuss in future meetings if there is anything they would like to see added. He suggested specifically looking at 2020 West Pine Street and the sidewalk that only goes half way.

Discussion of: Pedestrian path options on Memorial Drive: Mr. Catarozoli expressed as a Bicycle and Pedestrian committee we look at multi-modal options for the city. She stated the sidewalk on Memorial Drive is not complete and she wants to look at options for improving pedestrian and bicycle movement. Ms. Catarozoli stated the City legal rights over this section of land is questionable, but initial review by legal counsel indicated that the City may have the authority to build a path. Further legal review will be necessary after this committee makes a recommendation. Parking on Memorial Drive is important and that will be taken into consideration and discussed if it can be improved. The input of the community will be taken into consideration and combined with the committees ideas.

The Board then heard comments from members of public.

Mr. Olejniczak stated the City Attorney did not say the city owns the property. However, because of the easement it could have rights to the property to install a path. Mr. Olejniczak explained this committee was given the task from the Plan Commission to study and make recommendations to the Plan Commission regarding the Memorial Drive path which would then be referred to Council for a final decision. Grants would be an option, otherwise the project would be done under a Memorial Drive reconstruction project. Mr. Sullivan-Robinson explained other options that were discussed at Plan Commission included extending existing sidewalk along the north side of Memorial drive to 15th Avenue. A painted bike lane could be added to one side of the street, or do not make any changes. Ms. Catarozoli explained this committee will be meeting multiple times to discuss this path and come up with ideas that will be recommended to the Plan Commissions. The committee agreed to support studying the path and look into options. Ms. Catarozoli requested the committee bring a couple examples to the next meeting.

Discussion of: Development of Bicycle-Pedestrian Safety / Media Outlets: No discussion

Discussion of: Supply of bike helmets: Per Mr. Jenkins there is a place in Green Bay that supplies bike helmets so no need to discuss further.

Discussion of: Bike rack necessities: No update

Discussion of: Future Agenda items or request to refer to City Committee:

- Discussion of: 5 Year Capital Plan 2020 West Pine Street Sidewalk
- Discussion of: Pedestrian path options on Memorial Drive

Move to adjourn. All in favor. Carried. Meeting adjourned at 3:15 p.m.

Respectfully submitted,

Candy Jeanquart

Candy Jeanquart
Police Assistant

FINANCE/PURCHASING & BUILDING COMMITTEE
March 12, 2019

A meeting of the Finance/Purchasing & Building Committee was called to order at 4:06 pm by Chairperson Ward in the Council Chambers, City Hall. Roll call: Alderpersons Ward, Allmann and Wiederanders were present. Also present: City Administrator Van Lieshout, Finance Director/City Treasurer Clarizio, Community Development Director Olejniczak, Planning/Zoning Administrator Sullivan-Robinson and Receptionist Metzger. .

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

1. Roll call.
2. Adoption of agenda.
3. Public comment on agenda items and other issues related to finance & purchasing.
4. Consideration of: Application Fee for Tourist Rooming House Permit.
5. Consideration of: Easement Request from Wisconsin Public Services Corporation.
6. Review bills.
7. Adjourn.

Carried.

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

Consideration of: Tourist Rooming House Permit Fee:

City Administrator VanLieshout explained that the City issues tourist rooming house permits for residents putting their homes into a short term rental program. The applicant is required to meet certain obligations and obtain certain licenses. The application review process involves staff time of five departments which review for compliance with the existing ordinance requirements, building and fire inspections, as well as police reviewing of potential problems properties. The current fee of \$50.00 for the initial permit and \$25.00 for 2 year renewal was based on the cost of three departments reviewing the application, with additional departments reviewing, the overall cost to administer the permit increased to \$98.63. Mr. VanLieshout stated that the fee established should cover the administrative costs throughout the permitting process. The initial 1 year permit would increase to \$100.00 and \$100.00 for a 2 year renewal.

Moved by Alderperson Allmann, seconded by Alderperson Wiederanders to forward to Common Council a resolution to increase the initial permit fee to \$100.00 and the renewal fee to \$100.00. Carried.

Consideration of: Easement Request from Wisconsin Public Services Corporation:

Planning/Zoning Administrator Sullivan-Robinson explained that Wisconsin Public Service (WPS) received approval from the Public Service Commission to extend its gas main to the east side of Sturgeon Bay. WPS is requesting a temporary and permanent easement upon a portion of City owned property located along Shiloh Road and Division Road. Mr. Sullivan-Robinson stated the temporary easement is 1.274 acres; the permanent is .513 acres, WPS is willing to purchase the temporary and permanent easement in the amount of \$11,517.00.

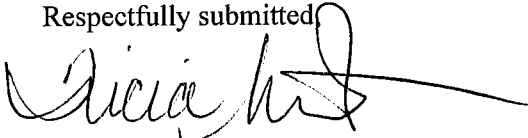
Moved by Alderperson Allmann, seconded by Alderperson Wiederanders to recommend to Common Council to approve the sale of the temporary and permanent easement on the City property located at 1531 Division Rd, parcel # 281-68-170001102 in the amount of \$11,517.00. Carried.

Review bills

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

Moved by Alderperson Allmann, seconded by Alderperson Wiederanders to adjourn. Carried. The meeting 4:32 pm.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tricia Metzger", with a long horizontal flourish extending to the right.

Tricia Metzger

COMMUNITY PROTECTION & SERVICES COMMITTEE**March 13, 2019**

A meeting of the Community Protection & Services Committee was called to order at 4:00 p.m. by Chairperson Allmann in the Council Chambers, City Hall. **Roll Call:** Members Ms. Allmann, Ms. Catarozoli and Mr. Wiederanders were present. City staff present included City Administrator Josh VanLieshout.

Moved by Ms. Catarozoli, seconded by Mr. Wiederanders to adopt the following agenda:

1. Roll call
2. Adoption of agenda
3. Consideration of: cell phone policy for elected officials
4. Consideration of: City of Sturgeon Bay Ethics Committee
5. Public Comment on Non-Agenda Items
6. Adjourn

Cell Phone Policy

Mr. VanLieshout stated in 2019 elected officials had the option to use a city purchased cell phone. A policy has been created, based upon the city issued iPad policy, for each alderperson. iPad and cell phone use creates public record that the City needs to maintain, in case the information is ever subpoenaed for release. An alderperson may choose to not use a city issued cellphone; the policy will state it is optional.

Moved by Ms. Catarozoli, seconded by Mr. Wiederanders to recommend to the Common Council to adopt the Elected Officials Cellular Phone Use Policy. All ayes. Carried.

Ethics Committee

Chapter 35 Code of Conduct, and Chapter 36 Code of Ethics ordinances were discussed, along with the adjudicated process should there ever be a judicial hearing.

Topics included: filing a complaint or issue, records requests and disclosures of interest in Council matters.

Complaints: there will be a \$200 filing fee. Advisory opinions would have the opportunity to ask whether there is a need to bring up an issue without a fee being accessed. The City Attorney would respond to these requests.

Records Requests: the City Clerk will handle all requests. Persons should submit said requests on letterhead.

Disclosure of interest in matters before the City Council: it was decided if a member has a conflict of interest, they shall disclose to the City Clerk the nature and extend of said interest and excuse themselves from discussion. A form or statement of such disclosure will not be necessary.

Mr. VanLieshoults will make minor changes, the final draft will be submitted to Council; they can amended items if needed.

Contributing comments were made by Shirley Senarighi, 604 W. Spruce Drive.

Moved by Ms. Catarozoli, seconded by Ms. Allmann to recommend to the Common Council to adopt an ordinance to create Chapter 35 and Chapter 36 of the City of Sturgeon Bay Code of Ordinances. All ayes. Carried.

Public Comment on Non-Agenda Items

Ms. Senarighi would like to see a handbook of all committees available to the public.

Moved by Ms. Catarozoli, seconded by Mr. Wiederanders, to adjourn the meeting of the Community Protection Services Committee. All ayes. Carried. The meeting was adjourned at 4:56 p.m.

Respectfully submitted,

Sarah Spude-Olson
Police Department
Administrative Office Manager

AD HOC WEST WATERFRONT PLANNING COMMITTEE

Thursday, March 14, 2019

A meeting of the Ad Hoc West Waterfront Planning Committee was called to order at 6:32 p.m. by Co-Chairperson Laurel Hauser in the Community Room, City Hall, 421 Michigan Street.

Roll call: Members Ryan Hoernke, Erich Pfeifer, Stephanie Trenchard, Mark Schuster, Laurel Hauser, Dave Schanock, Caitlin Oleson, and Jim Schuessler were present. Sara Powers was present by conference call. Excused: Member Mike Gilson. Staff advisors present were Community Development Director Marty Olejniczak and Municipal Services Director Mike Barker. Also present were Planner/Zoning Administrator Chris Sullivan-Robinson, Alderpersons Barb Allmann and David Hayes, and Community Development Secretary Cheryl Nault.

Adoption of agenda: Moved by Mr. Schuessler, seconded by Mr. Schuster to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from February 26, 2019.
4. Schedule/timeline for completing west waterfront planning process.
5. Update regarding public participation process.
6. Update regarding grain elevator relocation project.
7. Opportunities for new or expanded uses/businesses for waterfront property and adjacent area.
8. Public comment on waterfront planning matters.
9. Adjourn.

Carried.

Approval of minutes from February 26, 2019: Moved by Ms. Trenchard, seconded by Ms. Oleson to approve the minutes from February 26, 2019. All ayes. Carried.

Schedule/timeline for completing West Waterfront planning process: Ms. Hauser gave a summary of what has been done and what has been heard from several groups and experts. The City contracted with SEH and held a public input gathering. In comparing to an original timeline, the Committee is about three meetings short of staying on schedule.

The next steps would include SEH taking the comments they received from the Committee at the last meeting and present a report in early April.

Ms. Hauser suggested holding a special meeting and begin with a meal to work on a facilitated meeting. There could be one more meeting after that to tweak and present a proposal to Council. This could be completed by May.

Ms. Trenchard thought the Committee should actually go to the West Waterfront site or the pavilion at Sawyer Park.

Mr. Olejniczak reported that he talked with Ed Freer and Jim Vander Heiden. Mr. Freer is now working for Graef. He still would like to be part of this project. Mr. Freer will present a formal proposal, hopefully \$5000 or less, and he and Mr. Vander Heiden would facilitate the workshop at the end of April. It was suggested to hold the four hour workshop April 26th. After the workshop, a report would then be presented.

After further discussion, it was moved by Mr. Hoernke, seconded by Ms. Trenchard to hire Jim Vander Heiden and Ed Freer to facilitate a workshop around the end of April, with Friday, April 26th from noon to 4:00 pm as the first option and Thursday, April 25th from noon to 4:00 pm as the second option. All ayes. Carried.

Update regarding public participation process: Mr. Olejniczak mentioned that follow-up survey questions were posted online last Friday. The surveys are to be returned by March 27th.

Mr. Olejniczak also commented on the section of the initial survey where respondents were asked the importance of the various project objectives. Based upon the results he compiled the rankings of the 10 objects for both residents and nonresidents. The Committee reviewed the ranking of project objectives. Public access to the waterfront was the most critical objective for both residents and non-residents of the City of Sturgeon Bay.

Mr. Olejniczak reported that the final report from SEH should be ready in about 1 ½ weeks.

Update regarding grain elevator relocation project: Ms. Hauser stated that there was a meeting held at the Union Supper Club regarding the granary. Mike Till is the project manager, along with project engineer Jeff Beane and architect James Dallman. The attorneys, along with Brett Bicoy from the Door County Community Foundation, are working on a development agreement.

Ms. Hauser stated that the architects said the wood of the granary is in really good condition. It was discussed at the meeting of a three season restored granary, able to see grain bins and the history of why they are there. A spiral staircase could be installed in the middle of the granary. There would be no utilities (electricity, heating, or plumbing). Picnics could be held there. The architects did not want to promise more and not be able to do it. If the Sturgeon Bay Visitor Center is still interested in relocating to the granary, this is the time to discuss it.

Mr. Schanock stated that once the architects get started it will take two years to get the project completed. Ms. Hauser responded that there are deadlines in the contract when they have to have it completed by or it goes away. There is also a fund to tear it down if they don't deliver. If bathrooms are requested, the City would have to pay for them.

Opportunities for new or expanded uses/businesses for waterfront property and adjacent area: Mr. Olejniczak presented an overlay map of Tax Incremental Districts #2 and #4 (TID #2 & TID #4). Expanding TID #4 would require a new project plan, along with the Joint Review Board approval. A TID must be contiguous. There are rules on how many times a TID can be amended. An amendment would go before the Plan Commission, Council, and Joint Review Board. TID #4 was created in 2013 and must close within 27 years.

Mr. Schuster stated that we need to facilitate more tourism to the area and suggested a trailhead for the Ice Age Trail. Maps of the Ahnapee Trail and Ice Age Trail could be located in a small structure or in the granary with a history of the trails. The Historical Society could provide imagery.

Ms. Oleson added that this would also draw people into the downtown.

Mr. Olejniczak discussed several sites for potential development opportunities for the future.

Ms. Trenchard wondered how much it would cost to build and maintain an ice rink. Mr. Olejniczak responded that he will check back at estimates that were given from Vandewalle & Associates and Cedar Corp.

Mr. Schanock envisioned a water feature with a playground. He felt that Sawyer Park pavilion is underutilized. Maybe the two parcels could be incorporated. He also mentioned holding a Kris Kringle Market on a weekend for a holiday festival.

Ms. Trenchard mentioned using a climbing structure as public art.

Ms. Oleson wondered if anyone has engaged restaurants, such as attracting northern Door County restaurants to be part of this development.

Mr. Schuessler suggested having restaurants and wine bars intermixed.

Ms. Hauser suggested to keep a notebook with you and jot down ideas.

Mr. Schanock suggested an invite to the workshop should be extended to Naletta Burr, Wisconsin Economic Development Corporation, who attended a previous meeting.

Public comment on waterfront planning matters: Chris Kellems suggested to use open floors as a hostel. Splash pads break down and require maintenance. You need to be careful of diseases and keep the water purified. The skating rink should be kept simple. Quarry wash should be used as a base. Mixed use with housing above was also a suggestion.

Alderman David Hayes stated that he has a meeting with Senator Baldwin's staff regarding a proposal for Grand Traverse Islands National Park, which would encompass most of the island chain's larger islands, in addition to sections of the mainland of Door County.

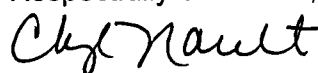
Scott Moore stated that the City should not acquire real estate for development. He also felt that the existing tugboats are well maintained and draw the public to the area. The tugs will always be needed even if the shipyard went away so he urged to keep the tugboats moored at their current location.

Betty Parsons thanked everyone for serving on the Committee and the commitment they have given. She warned to proceed slowly and incrementally and not go too dense. Enough parking needs to be provided. Keep our charm and integrity.

Chris Kellems spoke again and said she talked with Governor Tony Evers regarding the National Estuarine Research Reserve (NERR) and asked him to please sign the resolution.

Adjourn: Moved by Mr. Schuster, seconded by Mr. Schanock to adjourn. Carried. Meeting adjourned at 8:45 p.m.

Respectfully Submitted,



Cheryl Nault
Community Development Secretary

PARKING & TRAFFIC COMMITTEE**March 18, 2019**

A meeting of the Parking & Traffic Committee was called to order at 4:33 p.m. by Chairperson Catarozoli in Council Chambers, City Hall, 421 Michigan Street.

Members Kelly Catarozoli, Kelly Avenson, and David Hayes were present. Also present: Police Chief Arleigh Porter and Municipal Services Assistant Colleen DeGrave.

Moved by Ald. Hayes, seconded by Ald. Avenson to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from 1/21/2019.
4. Public comment on Agenda items and other issues related to parking & traffic in the City of Sturgeon Bay.
5. Consideration of: 3rd Ave. Delivery Truck Ordinance.
6. Consideration of: Hourly parking signage and no parking signage in the designated parking permit zone from N. 3rd Ave. to N. 7th Ave. between Jefferson St. and Florida St.
7. Adjourn.

All in favor. Carried.

Moved by Ald. Avenson, seconded by Ald. Hayes, to approve the minutes from 1/21/2019. Carried.

Public comment on Agenda items and other issues related to parking & traffic in the City of Sturgeon Bay.
Thomas Thornton, 321 Georgia St., spoke regarding visibility problems they are having backing out of and into their driveway on Georgia St. with the current parking and signage allowed on Georgia St.

Consideration of: 3rd Ave. Delivery Truck Ordinance.

Chief Porter reported that the City Attorney Kalny had not gotten back to him regarding the delivery truck ordinance. He explained the delivery truck ordinance is enforceable, just not ideal without a written ordinance. Discussion took place on whether Attorney Kalny or Jon Pinkert from Pinkert Law Firm, the City's prosecuting attorney would be the better contact for the ordinance.

Moved by Ald. Avenson, seconded by Ald. Catarozoli, to have Chief Porter follow-up with Attorney Kalny regarding the 3rd Ave. delivery truck ordinance. All in favor. Carried.

Consideration of: Hourly parking signage and no parking signage in the designated parking permit zone from N. 3rd Ave. to N. 7th Ave., between Jefferson St. and Florida St.

Arleigh Porter provided photos of the area and the current parking. Ald. Catarozoli explained that Fincantieri employees have a parking lot in addition to Sunset Park that they are able to park in, but felt they were using the neighboring streets for convenience and proximity. Ald. Hayes asked Mr. Thornton if he was looking for parking to be eliminated there or to just have the same restrictions as the neighboring streets. Mr. Thornton stated he would just like to see the same limits placed on Georgia St. as surrounding streets. Ald. Avenson said she felt consistency in this area was important. Chief Porter stated the committee needed to decide if their goal was to eliminate parking there or have certain restrictions.

City Administrator Josh VanLieshout entered at 5:01 p.m.

Ald. Avenson felt taxpayers should be able to park there and not have such difficulty accessing their driveways. Ald. Hayes felt changing the parking on Georgia St. would encourage Fincantieri employees to use the lot provided for them along with Sunset Park parking.

Moved by Ald. Catarozoli, seconded by Ald. Hayes, to recommend to Council to change the two hour parking sign on the north side of Georgia St. between N. 3rd Ave. and N. 5th Ave. to 7 a.m. – 6 p.m. More discussion took place on the restrictions.

Motion was retracted. Ald. Hayes seconded the retraction.

Moved by Ald. Catarozoli, seconded by Ald. Hayes, to change all hourly parking signs to read, two hour parking between 7 a.m. and 6 p.m., within the designated parking permit zone as described in the ordinance. All in favor. Carried.

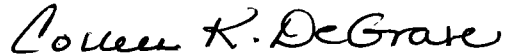
Moved by Ald. Catarozoli, seconded by Ald. Hayes, to reinstall the no parking sign on the south side of Iowa St. between N. 3rd Ave. and N. 4th Ave. All in favor. Carried.

Items to be placed on May 20, 2019 agenda: Consideration of the 3rd Avenue Delivery Truck Ordinance.

Motion to adjourn by Ald. Catarozoli, seconded by Ald. Avenson. All in favor. Carried.

Meeting adjourned at 5:05 p.m.

Respectfully Submitted,



Colleen DeGrave
Municipal Services Assistant

7c1.

7c1.

CITY OF STURGEON BAY
INSPECTION DEPARTMENT

February 28, 2019

THE FOLLOWING IS THE MONTHLY SUMMARY OF THE ACTIVITIES OF THE INSPECTION DEPARTMENT FOR THE MONTH OF FEBRUARY, 2019

February-19	YEAR TO DATE		February-19	YEAR TO DATE
0	0	ONE FAMILY DWELLINGS	-----	-----
0	0	TWO FAMILY DWELLINGS	-----	-----
0	0	MULTIPLE FAMILY DWELLINGS	-----	-----
0	0	MANUFACTURED HOME	-----	-----
0	0	C.B.R.F.	-----	-----
0	0	RESIDENTIAL ADDITIONS	-----	-----
3	4	RESIDENTIAL ALTERATIONS	155,250	163,250
0	0	RESIDENTIAL GARAGES/CARPORTS	-----	-----
0	0	RESIDENTIAL GARAGE ADDITIONS & ALTERATIONS	-----	-----
0	0	RESIDENTIAL STORAGE BUILDINGS	-----	-----
0	0	RESIDENTIAL SWIMMING POOLS	-----	-----
0	0	NON-RESIDENTIAL SWIMMING POOLS	-----	-----
0	0	NEW COMMERCIAL BUILDINGS	-----	-----
0	0	NON-RESIDENTIAL GARAGES & STORAGE BUILDINGS	-----	-----
0	0	NON-RESIDENTIAL ADDITIONS	-----	-----
7	10	NON-RESIDENTIAL ALTERATIONS	388,500	432,000
0	0	MUNICIPAL BUILDINGS	-----	-----
0	0	WAREHOUSES	-----	-----
0	0	FACTORY & SHOP	-----	-----
0	0	COMMUNICATION TOWER	-----	-----
0	0	SUBSTATION	-----	-----
0	0	AGRICULTURAL BUILDINGS	-----	-----
10	14	TOTAL ESTIMATED COST OF CONSTRUCTION	\$543,750	\$595,250
January, 2019	YEAR TO DATE	TOTAL PERMITS ISSUED	January, 2019	YEAR TO DATE
10	14	BUILDING PERMITS	2,408	2,822
11	18	ELECTRICAL PERMITS	1,711	3,961
6	8	PLUMBING PERMITS	804	934
4	10	HEATING PERMITS	717	4,482
12	44	SIGN PERMITS	420	1,460
0	0	MISCELLANEOUS PERMITS	-----	-----
0	0	SUMP PUMP PERMITS	-----	-----
0	0	ELECTRICIAN LICENSES	-----	-----
0	0	EARLY STARTS	-----	-----
0	0	EROSION CONTROL	-----	-----
0	0	STATE PLAN APPROVALS	-----	-----
0	0	PARK & PLAYGROUND PAYMENTS	-----	-----
0	0	WISCONSIN PERMIT SEALS	-----	-----
2	2	ZONING BOARD OF APPEALS APPLICATIONS	600	600
0	0	ZONING CHANGES/P.U.D. APPLICATIONS	-----	-----
0	0	PLAN COMMISSION - CONDITIONAL USES	-----	-----
1	1	CERTIFIED SURVEY MAP REVIEWS	110	140
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	-----	-----
3	3	COMMERCIAL OCCUPANCY FEES	150	150
0	0	PIER PERMIT	-----	-----
0	0	DEMOLITION	-----	-----
3	4	PLAN REVIEW FEE	1,550	1,850
		ADMIN FEE	287	602
TOTAL RECEIPTS DEPOSITED WITH CITY TREASURER			\$8,757.00	\$17,001.00

Cheryl Nault
Building Inspection Dept.

7d.

7d.

BEVERAGE OPERATOR LICENSE

1. Brunswick, Dione M.
2. Brunswick, Fredrick R.
3. Krishka, Cameron M.

TEMPORARY CLASS B WINE LICENSE:

Neighbor to Neighbor Volunteer Caregivers of Door County, Inc.
Agent: Pam Seiler
62 South 3rd Avenue
Sturgeon Bay, WI 54235
July 30, 2019 – Nicolet Bank Tall Ships Salute

TEMPORARY CLASS B WINE & CLASS B BEER LICENSE:

Sturgeon Bay Breakfast Rotary
Agent: Dan Barnard
P O Box 845
Sturgeon Bay, WI 54235
May 25-26, 2019
Fine Art Fair – Sunset Park

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

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the sale of the temporary and permanent easement on the City property located at 1531 Division Rd, parcel # 281-68-170001102 in the amount of \$11,517.00.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: David Ward, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: March 12, 2019

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2019.

EXECUTIVE SUMMARY

Title: Easement Request from Wisconsin Public Services Corporation

Background: Lucas Oshefsky on behalf of Wisconsin Public Services Corporation (WPSC) is requesting a temporary and permanent easement including the rights over, under, across, through and upon a portion of a City-owned property. The subject property is located at 1531 Division Rd, parcel #281-68-17001102. This property is used by the Municipal Services and Engineering Departments for material storage and other services. This site also contains the local dog park and fire department training grounds.

The proposed temporary easement runs along Shiloh Road and Division Road and encompasses 1.274 acres (45 feet wide by approximately 2100 feet in length). This easement is solely for the purpose of initial construction and shall be terminated when this portion of the project is completed. The proposed permanent easement runs along the property line abutting Division Road and encompasses 0.513 acres (25 feet wide by approximately 900 feet in length). WPSC acknowledges that any disturbed areas will be restored to a reasonable condition.

WPSC has been working on extending a new gas main to the east side of the City and has received the required approvals from the Public Service Commission, construction is expected to start in March. Your packet includes a copy of the engineered plans, an aerial image, and legal easement documents. For the bulk of the project, the gas lines stay within the street right-of-way with the exception of this City owned property and a privately owned property off of Michigan Street. Based on conversations with Mr. Oshefsky, the gas line is proposed outside of the street right-of-way due to the existing grade and congested utility layout. The 25 foot wide easement is necessary to be able to adequately maintain the gas main.

City staff has reviewed the easement request, there are no present concerns.

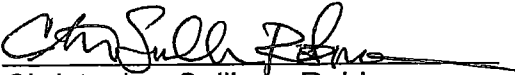
Operation Impact: WSPC and relevant City departments will be coordinating to make sure there is adequate access for all parties during the time of construction. This also includes staging of material, equipment, etc.

Fiscal Impact: The impact is to the value of the property, since placing a permanent easement will hinder any future use of that section of land. The City has in the past required compensation for easements, particularly when it has a significant impact on the lot and its buildable area. This 25-foot easement should have only a minor impact on the usability and/or future development of this property, since it is located within the required street yard setback for this parcel. WPS has completed a market analysis on this site and is willing to compensate the City for the easements if required. The temporary easement is valued at \$3,822.00 and the permanent easement is valued at \$7695.00.


Options: The City Can:


1. Approve the temporary and permanent easement on the City property located at 1531 Division Rd, parcel # 281-68-170001102, as presented. The Finance/Purchasing and Building Committee would make a recommendation to Council to approve this plan. Council would make the final decision.
2. Approve the sale of the temporary and permanent easement on the City property located at 1531 Division Rd, parcel #281-68-170001102 for a total of \$11,517.00. The Finance/Purchasing and Building Committee would make a recommendation to Council to approve this plan. Council would make the final decision.
3. Deny the temporary and permanent easement on the City property located at 1531 Division Rd, parcel #281-68-170001102. WPS would need to revise the route of the gas main resubmit for review.

Recommendation: Approve the sale of the temporary and permanent easement to WPS as presented.

Prepared by:  3.7.19
Christopher Sullivan-Robinson
Planner / Zoning Administrator Date

Reviewed by: _____
Marty Olejniczak
Community Development Director Date

Reviewed by:  3/7/19
Josh Van Lieshout
City Administrator Date

Reviewed by:  3.7.19
Chad Shefchik
City Engineer Date



Wisconsin Public Service Corporation
700 North Adams Street
P.O. Box 19001
Green Bay, WI 54307-9001
www.wisconsinpublicservice.com

February 7, 2019

CITY OF STURGEON BAY
421 MICHIGAN STREET
STURGEON BAY, WI 54235

Dear City of Sturgeon Bay:

Wisconsin Public Service Corporations (WPSC) has received approval by the Public Service Commission of Wisconsin (PSCW) to install an 8inch steel gas line in the City of Sturgeon Bay. The approved gas route impacts City owned property (281-68-17001102) located at 1531 Division Road. Prior to construction WPSC will need to acquire temporary and permanent easement rights over, under, across, through and upon a portion of City owned property. The acquisition includes the following:

- 0.513 acres of permanent easement
- 1.274 acres of temporary easement

The following documents are enclosed for your review:

- Aerial Project Overview Map
- Current Plan and Profile
- Easement Document and Exhibit "A" (Word format provided by email)

Please contact me at 920-433-6991 or email lucas.oshefsky@wecenergygroup.com if you have questions or need additional information to move forward with the necessary approval process. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Lucas Oshefsky", is written over a horizontal line.

Lucas Oshefsky
Real Estate Agent

Enclosures



STURGEON BAY **HIGH PRESSURE GAS MAIN EXTENSION** *Facility Overview Map*

0 400 800 1,600 2,400 3,200
 Feet

- Station
- Existing Transmission Main
- - - Approved Route
- Distribution Main



Imagery: USDA NAIP; 09/2017

Date: 12/20/2018

GAS EASEMENT

RE #35382

This **GAS EASEMENT**, (the "Easement") is made by **City of Sturgeon Bay**, ("Grantor") to **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin corporation ("Grantee"). Grantor and Grantee may be referred to individually as a "Party" or collectively as the "Parties".

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby conveys and grants to Grantee, its successors and assigns, a permanent non-exclusive easement on, over, under, across, through and upon a part of Grantor's land hereinafter referred to as the "Easement Area".

1. **Easement Area:** The Easement Area is described as a strip of land twenty-five (25) feet in width (or such other widths as described hereinafter), being a part of the premises of Grantor in a part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, all in Section 17, Township 27 North, Range 26 East, City of Sturgeon Bay, Door County, Wisconsin (the "Grantor Parcel").

The location of the Easement Area with respect to Grantor's Parcel is described on the attached Exhibit "A", and made a part hereof by this reference.

RETURN TO:

Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

(Parcel Identification Number)
281-68-17001102

2. **Purpose:** This Easement gives, grants and conveys unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated, the permanent and non-exclusive right, permission and authority to lay, install, construct, maintain, operate, inspect, alter, replace, protect, test, patrol, extend, repair, reconstruct, relocate, enlarge, and remove or abandon a pipeline or pipelines with valves, tie-overs, main laterals and service laterals, and other below and above-ground appurtenant facilities, including cathodic protection apparatus used for corrosion control, all of the foregoing hereinafter referred to as (the "Facilities"), all of which shall be and remain the property of Grantee, for the transmission and distribution of natural gas and all by-products thereof or any liquids, gases, or substances which can or may be transported or distributed through a pipeline or pipelines on, over, under, across, through and upon the Easement Area.

Grantee may designate or otherwise appoint, assign, contract, and duly authorize other persons, firms, or corporations to perform, carry out and complete, in whole or in part, the activities and operations herein enumerated, as it deems necessary and convenient for the full enjoyment and use of the rights herein granted.

3. **Use and Access:** Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including but not limited to, the right to remove and to clear all structures and obstructions such as, but not limited to, rocks, trees, brush, limbs and fences which might interfere with the rights herein contained.

Grantor agrees that Grantee and its agents, contractors and employees shall have the free and full right to enter upon the Easement Area and adjacent portions of the Grantor Parcel, as necessary or convenient for the full enjoyment and use of the rights herein granted, for the purposes of ingress and egress, performing survey work for civil, environmental, archaeological, cultural, and geotechnical reviews, including soil borings, wetland studies, and to perform other engineering studies and for other purposes consistent with this Easement.

4. **Structures and Improvements:** Grantor covenants and agrees that no structures or above ground improvements (as defined in the attached Exhibit "B"), obstructions or impediments, of whatever kind or nature will be constructed, placed, granted or allowed within the Easement Area. Grantor further covenants and agrees not to plant any trees or shrubs within the Easement Area.

Grantor agrees to comply with the Addendum - General Construction Requirements and Restrictions for Wisconsin Public Service Corporation Gas Easement Areas which is attached hereto, marked Exhibit "B", consisting of two pages, and made a part hereof by this reference.

5. **Elevation:** Grantor covenants and agrees that the elevation of the existing ground surface of land within the Easement Area will not be altered by more than four (4) inches without the prior written consent of Grantee.
6. **Temporary Easement:** Grantee and its agents shall have the further right to use, for initial construction purposes only, a strip(s) of land as shown on the attached Exhibit "A", as a temporary construction easement area. For non-wooded parcels Grantor and Grantee agree that Grantee may at the time of construction extend the temporary easement area up to an additional twenty-five (25) feet. The temporary easement is for initial construction purposes only and shall terminate when the need therefor passes.
7. **Reserved Rights:** Grantor, after the initial construction of the Facilities is completed, reserves the right to cultivate and use the ground surface within the Easement Area, provided that such use shall not, in Grantee's opinion, interfere with or obstruct Grantee in its exercise of the rights and privileges herein granted, or create any actual or potential hazard to the Facilities.
8. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, shrubs, branches, roots or other landscaping which may interfere with Grantee's use of the Easement Area.
9. **Ownership:** Grantor, its successors, assigns, heirs, executors and administrators covenant and agree to and with Grantee, its successors and assigns, that at the time of the execution and delivery of this Easement, they are well seized of good and marketable title to the premises above described, and that the same are free and clear from all encumbrances that might materially adversely affect the rights of Grantee hereunder, except the mortgages of record as of the date of this Easement.
10. **Exercise of Rights.** The Parties agree that the complete exercise of the rights herein conveyed may be gradual and not fully exercised for some time in the future, and that none of the rights herein granted shall be lost by non-use for any length of time.
11. **Binding Effect:** This Easement shall be a covenant running with the land and shall be binding upon, and inure to the benefit of the Parties and their heirs, legal representatives, executors, administrators, devisees, legatees, successors or assigns. The rights herein granted to Grantee may be assigned in whole or in part by Grantee at any time.
12. **Non-Titled Spouse:** Any non-titled spouse signs below as Grantor for the purpose of releasing and waiving all rights he or she may hold under all applicable homestead exemption laws and all applicable marital property laws.

This _____ (is/is not) homestead property.
13. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least five (5) days to review this easement document *or* voluntarily waives the five (5) day review period.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed in its corporate name by its proper officers duly authorized and its corporate seal to be hereunto affixed this _____ day of _____, 2019.

City of Sturgeon Bay

Sign Name _____
Print Name\Title _____

Sign Name _____
Print Name\Title _____

STATE OF WISCONSIN)
 : SS
 COUNTY)

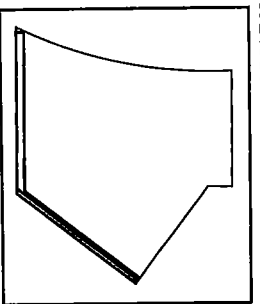
Personally came before me this _____ day of _____, 2019 the above named

known to me to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public Signature, State of Wisconsin

My commission expires _____

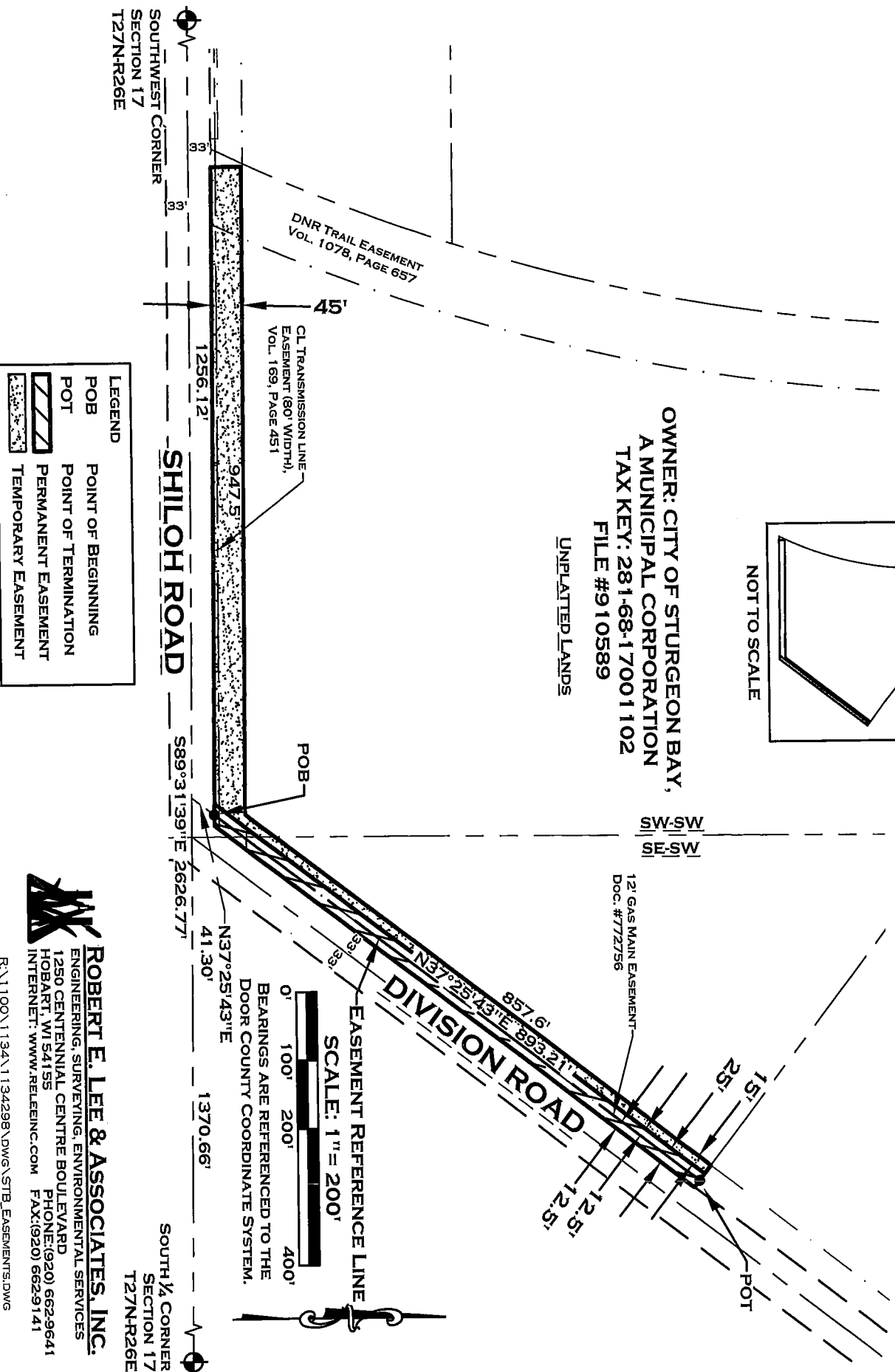
LOCATION MAP
TAX KEY: 281-68-17001102



NOT TO SCALE

OWNER: CITY OF STURGEON BAY,
A MUNICIPAL CORPORATION
TAX KEY: 281-68-17001102
FILE #910589

UNPLATTED LANDS



ROBERT E. LEE & ASSOCIATES, INC.

ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES

1250 CENTENNIAL CENTRE BOULEVARD

1230 CLINTON BLVD
HOBART, WI 54155

INTERNET: WWW.RELEEINC.COM FAX: (920) 662-9141

PHONE:(920) 662-9641
FAX:(920) 662-9141

R:\1100\1134\1134298\DWG\STB_EASEMENTS.DWG

All that part of the Grantor's property being part of the Southwest 1/4 of the Southwest 1/4 and part of the Southeast 1/4 of the Southwest 1/4 of Section 17, T27N-R26E, City of Sturgeon Bay, Door County, Wisconsin, lying 12.5 feet on each side (25.00 feet total width) of the easement reference line described below:

Commencing at the Southwest Corner of said Section 17; thence S89°31'39"E, 1256.12 feet on the south line of said Southwest 1/4; thence N37°25'43"E, 41.30 feet to the northerly right of way of Shiloh Road and said easement reference line, also being the **POINT OF BEGINNING**; thence continuing N37°25'43"E, 893.21 feet on said easement reference line that is 12.50 feet northwesterly of and parallel to the northwesterly right of way of Division Road to the Point of Termination.

The sidelines of said 25.00 foot wide easement extend and shorten to intersect with the northerly right of way of Shiloh Road and the northerly line of the grantors property.

As shown and dimensioned on the attached Exhibit A.

Said parcel (permanent easement) contains 22,330 sq.ft. or 0.513 acres.

Also a temporary construction easement lying adjacent to and westerly of the above description being more fully described and dimensioned on Exhibit A, said temporary construction easement automatically terminates following completion of the project.

Said parcel (temporary construction easement) contains 55,501 sq.ft. or 1.274 acres.

EXHIBIT "B"

ADDENDUM

General Construction Requirements and Restrictions for Wisconsin Public Service Corporation Gas Easement Areas

The Easement Area must be accessible to Grantee and its duly authorized agents, invitees, contractors, persons, firms or corporations.

1. Fill material, rubble, scrap, pavement, berms or earthworks may not be placed within the Easement Area without Grantee's prior written approval.
2. The elevation or grade over the gas pipeline may not be altered by more than 4 inches without Grantee's prior written approval. A minimum of 36 inches of cover over the gas pipeline must be maintained at all times.
3. Retention ponds and their inlets/outlets are not permitted within the Easement Area.
4. Drainage ditches or drain tiles are not permitted within the Easement Area without Grantee's prior written approval of Grantor's plans. Plans must include consideration for proper cover and erosion protection.
5. Septic fields or mound systems are not permitted within the Easement Area. Laterals to or from the field or mound may cross the gas pipeline, provided that they maintain an 18 inch separation from the gas pipeline. Any excavation within 2 feet of the pipeline must be done by hand-digging or vacuum excavation with a Wisconsin Public Service Corp. representative present to view and inspect excavation activities.
6. Underground culverts, pipelines, cables, sewers or any utility may not be placed within 18 inches of the gas pipeline, and may not be placed within the Easement Area without Grantee's prior written approval of Grantor's plan. Any excavation within 2 feet of the pipeline must be done by hand-digging or vacuum excavation with a Wisconsin Public Service Corp. representative present to view and inspect excavation activities.
7. Digger's Hotline must be contacted at least 3 days prior to any excavation or construction activities within the Easement Area. The current contact for Digger's Hotline is 811 or 1-800-242-8511 or www.diggershotline.com.
8. Structures or above ground improvements are not permitted within the Easement Area. Prohibited structures include but are not limited to: houses, garages, outbuildings, storage sheds, decks, swimming pools, gazebos, satellite dish antennas and dog kennels/runs. Fencing may be permitted within the Easement Area with Grantee's prior written approval of Grantor's fence plan.
9. Planting of trees and shrubs is not permitted within the Easement Area. Grantor agrees that any future removal of trees and or encroaching limbs due to Grantee's maintenance, repair, reconstruction and replacement of the existing pipeline from the Easement Area will not be compensable.
10. The installation of private or public roads may be permitted within the Easement Area with Grantee's prior written approval of Grantor's road plan. The road plan must show sound structural fill around the gas pipeline. Grantee may require soil borings to establish the subgrade load bearing characteristics of the site and prove that unstable soils are not present around the gas pipeline.
11. A paved/compacted surface, such as a driveway, may be permitted within the Easement Area with Grantee's prior written approval of Grantor's driveway plan. The driveway plan must provide a minimum cover of 48 inches over the gas pipeline.
12. Heavy earth moving equipment may not be routed over the gas pipeline without Grantee's prior written approval of Grantor's construction plan. The construction plan must provide sufficient load bearing protection, including, but not limited to, temporary pavement, heavy mats, additional compacted cover or other adequate bridging methods.

EXHIBIT "B" – Page 2

- 13. Wisconsin Public Service Corp. Field Operations must be contacted at least three (3) working days prior to any excavation activity within the Easement Area to coordinate oversight or inspection, or to confirm compliance with these provisions. The current phone number for Wisconsin Public Service Corp. Call Center is 1-800-450-7260.**
14. Additional protective requirements may be necessary upon review of Grantor's construction plans submitted to Grantee as required by the Easement.

Parcel 6



Parcel 6 is in the project's southern section at the southern end of the Sturgeon Bay Industrial Park well to the south of STH 42-57. Parcel 6 is at the northwestern quadrant of the intersection of Division Road and Shiloh Road, has an approximate land size of 30.34 acres, and is primarily zoned by the city as I-2A Heavy Industrial though a smaller triangular section along the eastern boundary remains zoned A Agricultural. According to the county GIS website, the entirety of Parcel 6 has a future land use as industrial. Per the industrial park marketing documentation, Parcel 6 is city owned, is utilized as a compost site, and the entire parcel is part of the industrial park. Upon inspection, a better western section of the parcel is utilized as a dog park. Parcel 6 is crossed in a northwesterly/southeasterly direction by a relatively narrow strip that has a significant over 20-foot drop in elevation and essentially divides the parcel into two sections.

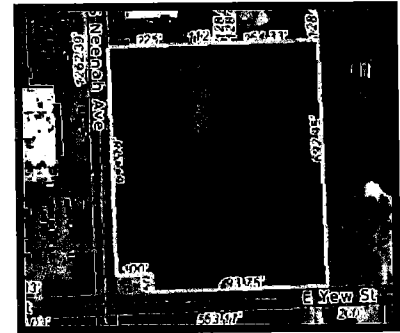
Parcel 6 is not a typical type industrial park lot and in general sales of similar tracts of industrial park land in small outlying cities such as Sturgeon Bay rarely occur. Due to Parcel 6 being city owned and having a large land size in comparison to the size range seen for the typical improved lots in the industrial park, along with the described topography that essentially divides Parcel 6 into different sections, in the opinion of the appraisers, it is reasonable to conclude that Parcel 6 would most likely be sold/utilized in smaller lot configurations and to therefore provide a value conclusion for Parcel 6 based upon an analysis of the more typical type industrial park lots seen in the immediate metro Sturgeon Bay area. In addition, according to the client provided project maps, the pipeline will follow the street frontage and therefore will impact the areas of Parcel 6 that are most desirable and easily usable/dividable for a typical industrial park use.

Comparable Sales Information – Parcel 6

#	Location	Sale Date	Sale Price	Land Size (Acres)	Price / Acre
Listing 1	South Neenah Avenue City of Sturgeon Bay Door County	Active Listing	\$395,000	9.30	\$42,473
Sale 8	1425 South Neenah Avenue City of Sturgeon Bay Door County	06/25/2015	\$231,600	7.72	\$30,000
Sale 9	143 Jib Street City of Sturgeon Bay Door County	06/03/2016	\$82,200	2.74	\$30,000

Parcel 6, Sale 8, and Sale 9 are Sturgeon Bay Industrial Park lots. Per the industrial park marketing documentation, city owned industrial property is priced at \$30,000 per acre. Incentive credits may be awarded three years after closing based on specified economic criteria.

Listing 1 is a rare listing of a privately-owned Sturgeon Bay Industrial Park lot. The lot is located at the northeastern quadrant of the intersection of South Neenah Avenue and East Yew Street, which is three-quarters of a mile to the north of Shiloh Road. The lot is priced 41.6% above the remaining available city owned lots. The property has been listed since at least October 2015.



Summary of Comparable Sales

Sale Price per Acre Range	Mean	Midpoint
\$30,000 - \$42,473	\$34,158	\$36,237

Parcel 6 is at the southern end of the Sturgeon Bay Industrial Park well to the south of STH 42-57. City owned land in this industrial park is marketed and sold for \$30,000 per acre prior to incentive credits that may be awarded three years after closing based on specified economic criteria. In many areas, the sale of industrial park land is often impacted by the availability of industrial land from a municipality. The appraisers are unaware of any recent non-city owned sales of interior lots in this industrial park.

The one active listing of a privately-owned lot in this industrial park is priced well above the available city owned land and has been available for a significant period of time. While it is possible a buyer may pay somewhat more than the city's price to have a corner lot slightly closer to the highway, in the appraisers' opinion, at most, the difference is likely to be very small at the current time due to the availability of competing city land. In addition, the city has not sold any lots since the two referenced sales and has a history of acquiring raw land to expand the industrial park when needed. Therefore, with the most weight on the city's sales and listings a conclusion at \$30,000 per acre is considered reasonable.

Value Conclusion – Parcel 6

\$30,000 / Acre

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend the Common Council to adopt the Elected Official Cellular Use Policy.

Respectfully submitted,
COMMUNITY PROTECTION AND SERVICES COMMITTEE
By: Barbara Allmann, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: March 13, 2019

* * * * *

Introduced by _____.

Moved by Alderperson _____, seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2019.

**City of Sturgeon Bay
Elected Officials Cellular Phone Use Policy**

I. Purpose

The purpose of this policy is to use technology to allow Elected Officials to communicate with City Staff and residents in a modern and convenient way.

A. Background. The standards set forth herein for use of cell phones provided by the City of Sturgeon Bay are based on the following premises:

1. Electronic resources, cell phones, have become an invaluable asset that must be protected.
2. Cellular phones are provided to Common Council members to establish a secure, reliable, maintainable, and supportable method of communicating information.
3. Unless specifically exempt, information stored in any automated format is considered to be a public record. The user of a City provided cell phone will be the custodian of the stored information, and must take reasonable steps to maintain and preserve the stored information so that the City can make the information available when requested in accordance with the provisions of Wis. Stat. § 19.21.
4. Incidental personal use by Elected Officials in accordance with this Policy is permissible.
5. All Elected Officials issued cell phones will be required to read this "Elected Officials Cell Phone Use Policy" and sign an acknowledgment confirming their adherence to this policy.
- 5.6. A City issued cell phone is available to all elected officials, however it is not required that they accept or make use of one. The City of Sturgeon Bay will not reimburse elected officials for use of their personal cell phones for the conduct of City business

B. Interpretation.

1. All other policies, procedures, ordinances, and rules adopted by the Council of the City of Sturgeon Bay, governing employee conduct are applicable to the use of City cell phones resources
2. This Policy shall not be construed in a manner that causes it to conflict with any other State or Federal law or any City ordinance or policy.

C. General Use

1. One cell phone will be assigned to each Common Council member. Each cell phone shall be numbered to ensure that it is consistently provided to, and used by, the same user.
2. All cell phones assigned to Common Council members for their term of office, remain the property of the City of Sturgeon Bay and shall be surrendered to the City Clerk upon termination of such member's office or upon request by the Common Council.
3. All electronic data, communications, and information, including information transmitted or stored on the cell phones of the City, remain the property of the City.

4. The City retains the right to access, inspect, monitor, and/or disclose any data stored on any cell phone owned by the City, whether transmitted or received via electronic information systems (including information downloaded from the Internet or received or sent via e-text), media of any kind, and/or any other means of data input.
5. Information stored, saved, or maintained on a City cell phone is considered public information and is therefore subject to public disclosure laws. Further, authorized City Staff shall have access to City cell phone at any time so as to be able to inspect and monitor the material contained thereon.
6. Cell phones may be used for transmission while being used at home to communicate on City business.
7. Assigned cell phones shall be used in an appropriate and professional manner at all times. The use of language inappropriate to the work place is prohibited.
8. Incidental Personal Use: The occasional and limited personal use of cell phone is subject to the limitations, conditions, and regulations contained in this Policy. City owned cell phones may not be used in any way that:
 - i. Directly or indirectly interferes with City operations.
 - ii. Results in any incremental costs to the City.
 - iii. Interferes with any City officer or employee's work duties, performance, or other obligations to the City.
 - iv. Any personal use shall be at the risk of the person engaging therein. Such use shall be limited to individualized personal communications. Use of the cell phone for such incidental personal purposes is a privilege and can be withdrawn by the Common Council at any time.

D. Prohibitions and Restrictions on Use. The use of any City Cellular Phone whether in-house or external, for any of the following purposes is strictly prohibited:

1. To create or transmit material which is designed or likely to threaten, disturb, intimidate or otherwise annoy or offend another, including, but not limited to, broadcasting unsolicited messages or sending unwanted messages after being advised it is unwanted.
2. To create or transmit defamatory material.
3. To gain unauthorized access to facilities or services accessible by the City network and intended to be used for official City business or to use such facilities or services in an unauthorized manner.
4. To conduct business or engage in any "for profit" communications or activities.
5. To access, view or obtain any "adult entertainment," sexually explicit, pornographic or obscene material unless it is for work-related investigatory purposes and with the prior approval of the City Board.
6. For political campaign purposes, including, but not limited to, using texting to circulate advertising for political candidates or relating to political campaign issues.
7. To gain commercial or personal profit or advantage, including, but not limited to, selling lists of names, addresses, telephone numbers, or other information generated from City files.

8. To create or transmit material of an offensive nature, including racial slurs or sexual slurs, obscene, vulgar, and other inappropriate language
9. To represent oneself directly or indirectly as conducting City business when using such equipment for incidental personal purposes.
10. For any purpose that would be a violation of any City work rules, City ordinance or State or Federal law, regulation, or order.
11. Texting and driving is strictly prohibited.
- ~~10-12.~~ Use by others than to whom the cellular telephone is issued is prohibited.

E. Security.

1. Common Council members will be expected to take reasonable precautions to protect any cell phone assigned to them from damage, destruction, or theft.
2. Any suspected breach of security, damage, destruction, or theft of any cell phone owned by the City should be reported to the City Clerk as soon as possible.
3. As these are not devices supported by our information services agreement, each council member who accepts and makes use of a city issued telephone is responsible for securing the device, the information contained on it, obtaining proper licenses and paying for any end user applications.
4. Each Council member shall share with the City Clerk their password, swipe, pattern, encryption key or otherwise. The Clerk shall keep this information locked and secured.
- 2-5. Waiver of warrant. The Council member who accepts the issuance of a cell phone by the City of Sturgeon Bay waives their right to any and all Fourth Amendment claims and will willfully comply with any request to surrender their City issued cell phone without demand of a warrant. (See Chad Mielke / Hougaard on this stuff, they do warrants every day)

II. GENERAL PROVISIONS

A. Loss or Damage.

1. If the User loses or damages the iPad cell phone, it must be reported to the City Clerk immediately. The User will be responsible for payment of the replacement or for repair if such loss/damage was due to negligence or misuse. After a second occurrence of loss or damage, the user will be solely responsible for reimbursing the City for the replacement or repair cost.

Adopted this ____ day of _____, _____.

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

We, the Parking & Traffic Committee, hereby recommend to Council to change all hourly parking signs to read, two hour parking between 7 a.m. and 6 p.m., within the designated parking permit zone as described in the ordinance.

Respectfully submitted,

PARKING & TRAFFIC COMMITTEE

By: Kelly Catarozoli, Chr.

RESOLVED, that the foregoing recommendation be adopted.

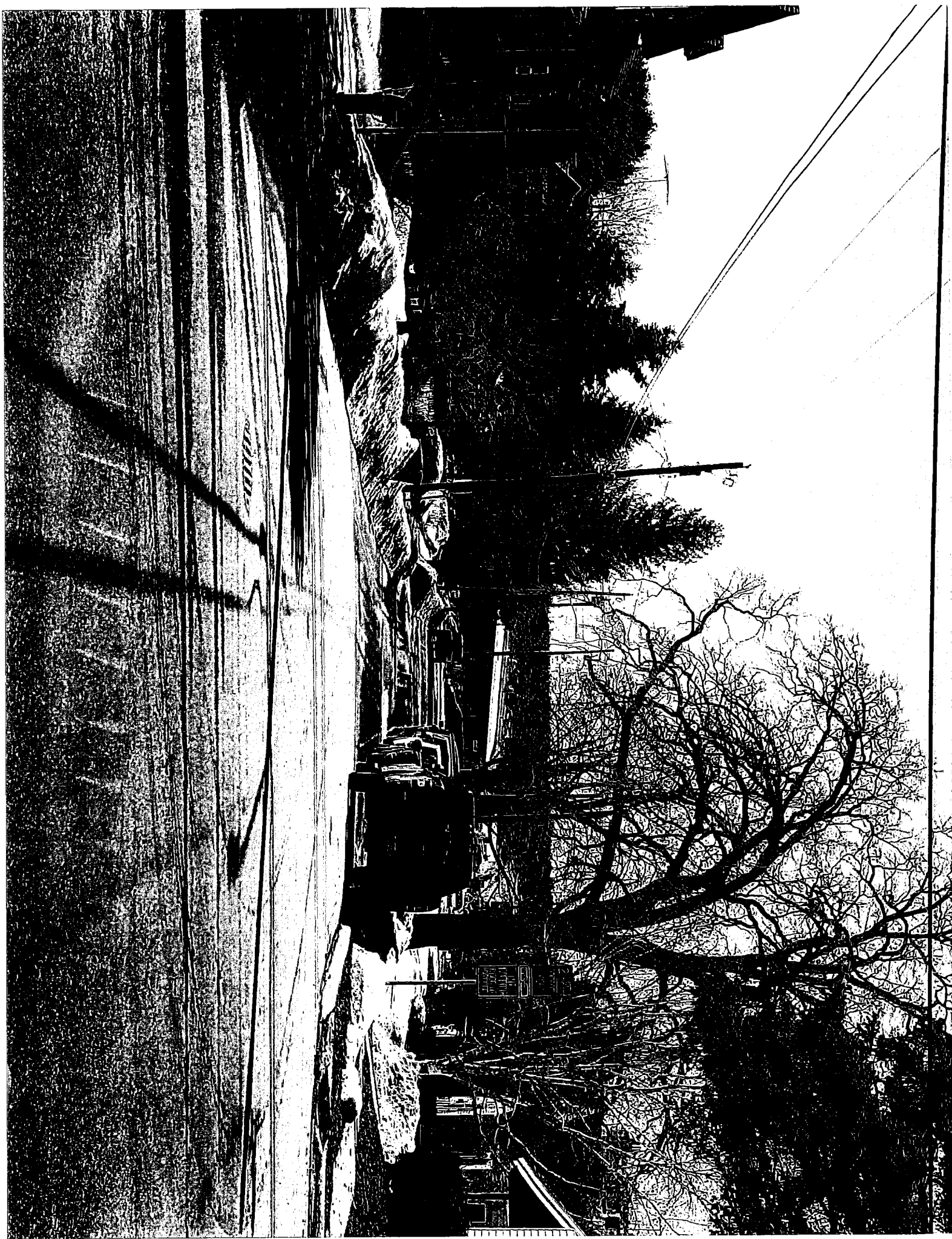
Dated: March 18, 2019

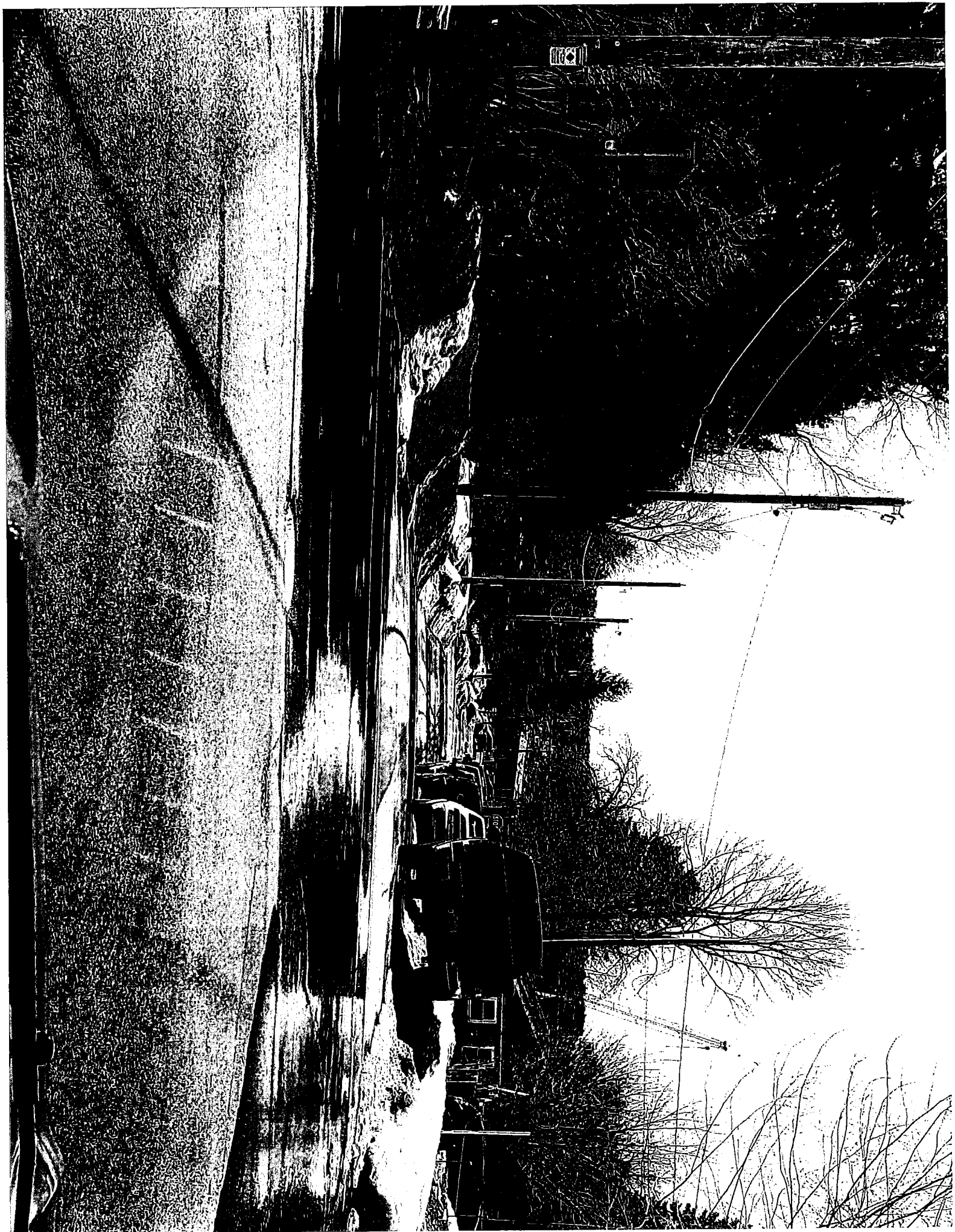
* * * * *

Moved by Alderperson _____, seconded by Alderperson

_____ that the said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2019.





DeGrave, Colleen

From: Porter, Arleigh
Sent: Thursday, February 14, 2019 11:03 AM
To: DeGrave, Colleen
Cc: Barker, Michael; VanLieshout, Josh; Reinhardt, Stephanie
Subject: FW: Website inquiry

Hi Colleen!

Please ask to be placed on next Parking & Traffic Agenda.

Thank You!

A. P.

-----Original Message-----

From: Ashley Thornton <ashleyguyot11@gmail.com>
Sent: Thursday, February 14, 2019 9:20 AM
To: Porter, Arleigh <aporter@sturgeonbaywi.org>
Subject: Re: Website inquiry

Good morning,

Our names are Ashley and Thomas Thornton. We are homeowners on Georgia St and have been for about a year and a half now. We have been experiencing a lot of complications with the parking signs outside of our house. Currently, the parking sign reads 8:00am-4:00pm 2 hour parking. The problem we have encountered is the shipyard workers will park there starting at 2:30 and then leave their vehicles there until 11:00pm. This hinders our ability to get out of our driveway especially in the winter. There have been multiple occasions where we have gotten very close to hitting another vehicle and we have to physically have a spotter while backing out because it is that close. We have also run into issue pulling into our driveway with bigger vehicles due to cars being parked there. The neighboring streets parking signs state 7:00am-6:00pm. Could you Please bring this up at the next traffic counsel meeting? Thank you for your time, and we are willing to partake in any assistance needed.

Sincerely,
The Thornton's

> On Feb 14, 2019, at 9:00 AM, Porter, Arleigh <aporter@sturgeonbaywi.org> wrote:

>

> Good Morning!

>

> My name is Arleigh Porter, the Chief of Police here in Sturgeon Bay. Please feel free to call me direct at 746-2460 to discuss your concerns on Georgia Street and I can explain further!

>

> Thank You!

>

> Arleigh

>

> -----Original Message-----

> From: Reinhardt, Stephanie <sreinhardt@sturgeonbaywi.org>

> Sent: Wednesday, February 13, 2019 2:23 PM
> To: VanLieshout, Josh <jvanlieshout@sturgeonbaywi.org>; Porter,
> Arleigh <aporter@sturgeonbaywi.org>; Barker, Michael
> <mbarker@sturgeonbaywi.org>
> Subject: FW: Website inquiry

>
>
>
> -----Original Message-----

> From: WordPress <contactform@sturgeonbaywi.org>
> Sent: Wednesday, February 13, 2019 2:17 PM
> To: Reinhardt, Stephanie <sreinhardt@sturgeonbaywi.org>
> Subject: Website inquiry

>
> From: Ashley thornton <ashleyguyot11@gmail.com>
> Phone: 9205592908

>
> Best time to call: 3:00 p.m.

>
> Message/question:
> Hello I live near the shipyard on Georgia St. I was wondering what it would entail to possibly change the parking signs so BayShip stops using the road as a parking lot. The road is very narrow and we are finding it very difficult to get out of our driveway most days. We are hoping that we could possibly talk to someone about changing the times of parking or something that would help alleviate some of the hassle. If someone could please shoot me an email or a call to let us know what we need to do that would be great. Thank you.

>
> --
> This e-mail was sent from a contact form on City of Sturgeon Bay
>

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

We, the Parking & Traffic Committee, hereby recommend to Council to reinstall the no parking sign on the south side of Iowa St. between N. 3rd Ave. and N. 4th Ave.

Respectfully submitted,

PARKING & TRAFFIC COMMITTEE

By: Kelly Catarozoli, Chr.

RESOLVED, that the foregoing recommendation be adopted.

Dated: March 18, 2019

* * * * *

Moved by Alderperson _____, seconded by Alderperson

_____ that the said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2019.

RESOLUTION

WHEREAS, the Common Council of the City of Sturgeon Bay has determined that it is in the best interests of the City of Sturgeon Bay to increase the tourist rooming house permit fee.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Sturgeon Bay hereby adopts the following fees:

<u>Type</u>	<u>Fee</u>
Tourist House –Initial permit -1 year	\$100.00
Renewal permit- 2 year	\$100.00

* * * * *

Introduced by_____.

Moved by Alderperson _____, seconded by Alderperson _____, that said resolution be adopted.

Passed by the Council on the _____ day of _____, 2019.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend the Finance Committee to re-evaluate the fees for permits for Tourist Rooming Houses.

Respectfully submitted,
COMMUNITY PROTECTION AND SERVICES COMMITTEE
By: Barbara Allmann, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: February 14, 2019

* * * * *

Introduced by _____.

Moved by Alderperson _____, seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2019.

EXECUTIVE SUMMARY

APPLICATION FEE FOR TOURIST ROOMING HOUSE PERMIT

Background: It was recommended to the Finance, Building & Purchasing Committee to review the Tourist Rooming House (TRH) permit fee. The current fee is \$50.00 for the initial permit and \$25.00 for 2-year renewals. The cost of administering the permit was previously calculated based on the time that three departments took to review the application multiplied by an average charge out rate. Now that there are more departments reviewing the application it is appropriate to increase the price of the permit.

New applications are required to be reviewed by five departments, which include Community Development Department, the City Clerk, the Fire Department, the Police Department, and the Building Inspection Department. The time spent on each application varies by department. Renewals are required every 2 years and must follow the same process as the new applicants so the fee should not vary.

Staff reviewed other communities' permit cost for TRH and did the similar approach to calculate the new cost.

<u>Department</u>	<u>Cost of Permit Review</u>
Community Development	= \$29.34
City Clerk	= \$19.02
SBFD	= \$24.92
SBPD	= \$25.35
Building Inspection	N/A
<u>Total</u>	<u>= \$98.63</u>

Sturgeon Bay Fee Compared to Other Communities:

<u>City</u>	<u>Permit Fee</u>
Lake Geneva	\$2,000.00
Green Bay	\$100.00
Sturgeon Bay	\$50.00
City of Neenah	\$20.00
County of Door	NO FEE

Options: The City can decide to set no fee, set a nominal fee or set the fee to recoup all costs. The higher the fee the more justification is necessary.

1. Charge initial \$100 and biannual fee of \$100.
2. Charge a fee based on what the Council believes is appropriate.
3. Don't change the fee.

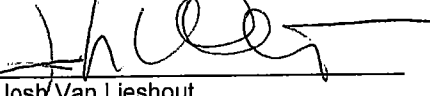
Recommendation: Staff believes the permit fee should be equal to the cost to administer the code. The City should charge \$100 for the initial permit and \$100 for the renewal permit.

Prepared by: 
Christopher Sullivan-Robinson
Planner/Zoning Administrator

3.6.19
Date

Reviewed by: 
Marty Olejniczak
Community Development Director

3/6/19
Date

Reviewed by: 
Josh Van Lieshout
City Administrator

3/6/19
Date

NOTICE OF PUBLIC HEARING

The City of Sturgeon Bay Common Council will hold a public hearing in the Council Chambers, 421 Michigan Street, Sturgeon Bay, Wisconsin on Tuesday April 2, 2019 at 7:00 p.m. or shortly thereafter, regarding a text amendment to section 20.29(1) of Municipal Code (Zoning Code). This section regulates accessory building height requirements within the City of Sturgeon Bay. The proposed amendment would increase the maximum height allowed under the general height requirement from 14 feet to 16 feet and also makes changes to the specific requirements for increasing the accessory building height under the alternative height requirement. The proposed amendment and related information are on file with the Community Development Department and can be viewed at City Hall, 421 Michigan Street, weekdays between 8:00 a.m. and 4:30 p.m. The public is invited to attend the hearing and give testimony in favor or against the proposed text amendment either in person at the hearing or in writing.

By order of:
City of Sturgeon Bay Common Council

ORDINANCE NO. _____

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

SECTION 1: Section 20.29(1) of Municipal Code (Zoning Code) is hereby repealed and
recreated as follows:

Accessory building regulations, for single-family dwellings and two-family
dwellings, shall be as follows:

~~(1) *Height.* The height of an accessory building shall not exceed 14 feet,
measured from the finished grade to the highest point of the roof, unless
all of the following conditions are met:~~

- ~~(a) IN cases where the construction of the accessory building's
roof pitch match that of the principal building, then the
maximum building height shall not exceed 24 feet and the
eave side walls shall not exceed 14 feet.~~
- ~~(b) The overall building height may equal, but not exceed the
height of the principal building.~~
- ~~(c) The maximum height of the eave side walls shall not exceed
ten feet on structures 1,000 square feet or less and structures
more than 1,000 square feet shall be limited to 16 feet.~~

~~(1) *Height.* The maximum height of an accessory building shall be
determined by either of the following methods.~~

~~(a) *General method.* The accessory building shall not exceed 16 feet,
measured from the finished grade to the highest point of the roof.~~

~~(b) *Alternate method.* The accessory building may exceed 16 feet,
provided all of the following requirements are met:~~

- ~~1. The height of the accessory building shall not exceed 24 feet
or the height of the principal building, whichever is less.~~
- ~~2. The pitch of the largest roof element of the accessory
building shall not be steeper than 1 unit in 12 units more than
the pitch of the largest roof element of the principal building and
no flatter than 1 unit in 12 units less than the pitch of the largest
roof element of the principal building.~~
- ~~3. The eave side wall height of the accessory building shall not
exceed the height of the highest side wall height of the principal
building.~~
- ~~4. The required side and rear yards shall be increased by one
foot for each foot of additional height above 16 feet provided,
however, the required side and rear yard shall not be increase
above the required for the principal building.~~

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

Approved:

Thad Birmingham
Mayor

Attest:

Stephanie L. Reinhardt
City Clerk

Executive Summary
Accessory Building Height Code Text Amendment

Background: The Plan Commission reviewed accessory building height requirement under Chapter 20 (Zoning). The current code is confusing and is generally more restrictive than most communities. After several meetings, an amended ordinance was recommended that allows slightly taller buildings and makes other changes affecting taller accessory buildings to Council for approval.

The revisions are to section 20.29 which regulates accessory buildings for single-family and two-family dwellings. The amendment keeps the City's current two options for maximum height – a general height and an alternative height. But the standards for each option are somewhat revised. Here are the highlights:


1. The general method increases the max height to 16 feet. This matches the County and some of the other nearby communities. There would be no extra requirements if the height is 16 feet or less.
2. The alternative method keeps the maximum height at 24 feet or the height of the dwelling, whichever is less. This is same as current standard.
3. The alternative method is more flexible on the requirement to match the roof pitch to the dwelling by allowing it to be slightly flatter or steeper. But, it makes it clear that it must match the primary roof pitch of the house (unlike current language).
4. The alternative method simplifies the side wall height requirement by basing it on the side wall height of the dwelling rather than on other factors.
5. The alternative method adds a new requirement to increase the side yard or rear yard for the taller structures. The larger accessory building may have a greater impact on adjoining parcels and, hence, the larger setback could mitigate that. But, the minimum side or rear setback would not increase beyond what is required for the dwelling.

Options: The Council can:

- Approve the Plan Commission's recommendation. A public hearing would be held at a subsequent Council meeting. Following the hearing the amendment would need to be approved via two readings of the proposed ordinance amendment.
- Reject the Plan Commission's recommendation. The matter would then be dropped from consideration.
- Refer the matter back to the Plan Commission. If there are substantive changes desired or if there are issues that need more consideration, the Plan Commission could be directed to review this issue further.

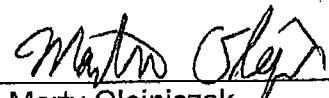
Recommendation: Approve the Plan Commission recommendation so that the issue moves on to the public hearing.

Prepared by:


Christopher Sullivan Robinson
Planner / Zoning Administrator


Date: 2.28.19

Prepared by:


Marty Olejniczak
Community Development Director

Date: 2-28-19

Reviewed by:


Josh Van Lieshout
City Administrator

Date: 2/28/19

NOTICE OF PUBLIC HEARING

The City of Sturgeon Bay Common Council will hold a public hearing in the Council Chambers, 421 Michigan Street, Sturgeon Bay, Wisconsin on Tuesday April 2, 2019 at 7:00 p.m. or shortly thereafter, regarding a text amendment from section 20.10(2)(c)11 of the Municipal Code (Zoning Code). This section regulates detached accessory dwelling units within the City of Sturgeon Bay. The proposed amendment requires that detached accessory dwelling units meet a 10 foot side and rear yard setback for accessory buildings constructed after April 1, 2019. The proposed amendment and related information are on file with the Community Development Department and can be viewed at City Hall, 421 Michigan Street, weekdays between 8:00 a.m. and 4:30 p.m. The public is invited to attend the hearing and give testimony in favor or against the proposed text amendment either in person at the hearing or in writing.

By order of:
City of Sturgeon Bay Common Council

ORDINANCE NO. _____

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

SECTION 1: Section 20.10(2)(c)(11) of the Municipal Code (Zoning Code) of the City
of Sturgeon Bay, Wisconsin is hereby created as follows:

11. Detached accessory dwelling units shall comply with the following:

- a. The accessory dwelling unit shall be subject to the requirements of section 20.29 *Accessory building height and area regulations*, except the minimum side and rear yards shall be 10 feet for new construction accessory buildings constructed after April 1, 2019.
- b. The accessory dwelling unit shall comply with all building code regulation relating to dwellings.
- c. Floor Area. The floor area of accessory dwelling unit shall be exempted from the maximum floor area for accessory buildings on the lot.

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

Approved:

Thad Birmingham
Mayor

Attest:

Stephanie L. Reinhardt
City Clerk

Executive Summary
Accessory Dwelling Unit Code Text Amendment

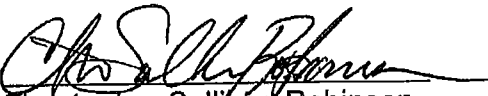
Background: Common Council approved the accessory dwelling unit ordinance a couple weeks ago with a modification that requires new construction to be setback at 10 feet. That code went in effect last week.

At the same time, the Plan Commission has been reviewing a potential code text amendment for accessory building setbacks. The Commission has chosen not to recommend any changes at this time. However, it was discovered that there is a loophole within the increased setback for accessory dwelling units. If an applicant sought approval for an accessory dwelling unit after constructing an accessory building, they would not have to meet that 10 foot setback requirement. The Commission is recommending adding a date (April 1, 2019) to make this ordinance more enforceable.

Options: The Council has the following options:

1. Approve the recommendation as presented or with revisions. A public hearing would be held at a subsequent Council meeting. Following the hearing the amendment would need to be approved via two readings of the proposed ordinance amendment.
2. Send this item back to the Plan Commission for other considerations.
3. Deny the recommendation. The matter would be dropped from discussion.

Recommendation: Approve the recommendation as presented.

Prepared By: 
Christopher Sullivan-Robinson
Planner / Zoning Administrator

2-28-19
Date

Reviewed By: 
Marty Olejniczak
Community Development Director

2-28-19
Date

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend the Common Council to adopt ordinance creating Chapter 35 of the Municipal Code – Code of Conduct.

Respectfully submitted,
COMMUNITY PROTECTION AND SERVICES COMMITTEE
By: Barbara Allmann, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: March 13, 2019

* * * * *

Introduced by _____.

Moved by Alderperson _____, seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2019.

Memorandum

To: Common Council
Mayor Thad Birmingham

From: Josh Van Lieshout

Cc: Stephanie Reinhardt, Clerk
Sarah Olson, CP&S Secretary
Atty. Jim Kalny, Davis & Keulthau

Date: March 22, 2019

Re: Code of Conduct and Code of Ethics

For several months the Community Protection and Services Committee has been working on the development of a code of conduct and code of ethics for inclusion in the City's municipal code.

For many years now the City of Sturgeon Bay had a local ordinances and policies that adopted the provisions for ethical conduct of local officials contained in state statute, however the Common Council felt those basic provisions were inadequate for Sturgeon Bay and had ordered the CP&S committee to devise new rules for adoption by the Common Council.

The rules before you will be incorporated into the municipal code and have the effect of law. The proposed rules go well beyond the normal pecuniary interest concerns that state laws address and include items relative to the treatment of the public, other council members, media, and staff. This code also adopts the criminal misconduct statutes, something absent from the current municipal code.

Finally, the recommended rules establish an Ethics Committee designed to hear complaints of violations of the conduct and ethics codes as well as describe the rules by which the Ethics Committee may conduct a hearing and administer the code.

The CP&S Committee unanimously recommended adoption of these codes. The draft was openly shared with the Door County Chapter of the League of Women Voters, no written comments were received.

So that any questions can be thoroughly addressed, I ask that you read the draft in its entirety and ask questions in advance of the meeting on April 2, 2019.

An ordinance to Create Chapter 35
Of the City of Sturgeon Bay
Code of Ordinances.

Upon the recommendation of the Community Protection and Services Committee the Common Council of the City of Sturgeon Bay, Door County, Wisconsin, do ordain as follows:

SECTION 1.: Chapter 35 of the Sturgeon Bay Code of Ordinances is hereby created to read as follows:

Chapter 35 – CODE OF CONDUCT

35.01 - Purpose.

- (1) It is the policy of the City of Sturgeon Bay to uphold, promote, and demand the highest standards of ethics from its elected officials. Members of the Common Council and Mayor shall maintain the utmost standards of personal integrity, trustfulness, honesty, and fairness in carrying out their public duties, avoiding any improprieties in their roles as public servants, complying with all applicable laws, and never using their City position or authority improperly or for personal gain. Chapter 36 of this Code address ethical duties where personal gain, conflict and fiduciary interests are concerned, this Chapter addresses matters of good conduct and ethical and responsible behavior as well as duties and actions with other elected officials, employees of the City and members of the public.
- (2) The City of Sturgeon Bay and its elected officials share a commitment to ethical conduct and service to the City of Sturgeon Bay, both as a municipal corporation and community. This Code has been created to provide all City officials with clear guidelines for carrying out their responsibilities in their relationships with each other, City staff, the citizens of Sturgeon Bay, and with all other private and governmental entities.

35.02 - Elected official conduct interactions with others.

- (1) The Common Council and Mayor (the Mayor and Council shall, for purposes of this chapter be referred to as “Council”) have decided to set the policies for the City governing the decorum and conduct during public meetings. The Council recognizes, certain types of conduct are conducive to the effective and efficient operation of government and the effective debate and others are disruptive and impede the process of government.
- (2) The Council is composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all choose to serve in public office and, therefore, have the obligation to preserve and protect the well-being of the community and its citizens. In all cases, this common goal must be acknowledged, and the Council must recognize that certain behavior is counterproductive, while other behavior will lead to effective communication and governance. The Council also recognizes that insofar as this chapter regulates disruptive conduct in public meetings, it is not intended to place any

limitation or regulation on the content of the speech directed toward debate and the conduct of the business of government.

- (a) *Use Formal Titles.* While in session, the Council shall refer to one another formally as Mayor, Council President, or Alderperson followed by the individual's last name. A small act of formality such as using titles (Mr., Ms. Alder, Councilman, etc.) will help both members of the council and public maintain a professional and businesslike manner during public meetings.
- (b) *Use Civility and Decorum in Discussions and Debate.*
 - (i) Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of free democracy in action. Every Council member has the right to an individual opinion, which should be respected by the other Council members. Recognizing that Council members have the right to present their arguments in their entirety, Council members shall not be hostile, degrading, or defamatory when debating a contentious issue as such conduct disrupts the debate and the ability of the Council to perform its obligation to the public. Council members should assume the other members of the Council have the appropriate motives and interest of the public in mind and should not criticize differing opinions because they believe them to be lacking in judgment or motivated by mistaken beliefs or information.
 - (ii) Council members are not to make belligerent, impertinent, slanderous, threatening, abusive, or personally disparaging comments in public meetings or during individual encounters. Assaultive behavior such as shouting or physical actions that could be reasonably construed by the target as threatening or demeaning will not be accepted. If a Council member is personally offended by the remarks of another Council member, the offended member should make a note of the actual words used and call for a "point of personal privilege" that challenges the other Council member to justify or apologize for the language used.
- (c) *Honor the Role of the Chair in Maintaining Order.* It is the responsibility of the Mayor, as Chair of the Council, or the Chair of any standing committee, to keep the comments of Council members on track during Council meetings. Council members should honor efforts by the Mayor or Chair to focus discussion on current agenda items. If there is disagreement about the agenda or the Mayor's or Chair's actions, those objections should be voiced politely and with reason, following parliamentary procedure.

35.03 - Elected official conduct with city staff.

- (1) Governance of the City relies on the cooperative efforts of elected officials who set policy and the City staff who implement and administer the Council's policies. Every effort should be made to be cooperative and show mutual respect for the contributions made by each other for the good of the community.
 - (a) *Treat all Staff as Professionals.* Council members shall treat all staff as professionals. Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Council members should refer to staff by their title followed by the individual's last name in public meetings when first introduced.
 - (b) *Never Publicly Demean or Personally Attack an Individual Employee.* Council members shall not demean, slander or personally attack an employee regarding the employee's job performance in public. Any and all employee performance issues shall be forwarded to the employee's supervisor, Human Resources Director or the City Attorney through private correspondence or conversation. Council members do not have the authority to individually determine whether an employee's conduct is in violation of City rules or policies. Employee disciplinary matters are subject to the City Employment Manual and the confidentiality protections of § 19.85 Wis. Stats.
 - (c) *Do not Supersede Administrative Authority.* Unless otherwise provided by law or in this Code, no members of the Common Council, shall attempt to supersede the administration's powers and duties. No member thereof shall give orders to any subordinate of the Department Heads, either publicly or privately unless those directives have been directly authorized and sanctioned by the Council or a committee authorized to give such directive. Council members shall not attempt to influence or coerce City staff concerning either their actions or recommendations to Council about personnel, purchasing, awarding contracts, selection of consultants, processing of development applications, the granting of City licenses and permits, or policies that the Common Council may pursue. Nothing in this section shall be construed, however, as prohibiting the Council while from fully and freely discussing with or suggesting to the Department Heads anything pertaining to City affairs or the interests of the City.
 - (d) *Do not Solicit Political Support from Staff.* Council members shall not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, collection of petition signatures, etc.) from City staff while at work or imply assistance is necessary as a term or condition of continued employment or favor by the Council member. City staff may, as private citizens within their constitutional rights, support political candidates, but all such activities must be done away from the workplace. Photographs of uniformed City employees shall not be used in political ads.
 - (e) *Favors.* Council members shall not use their office to attempt to induce special

favors for themselves or constituents, such as asking for a ticket or ordinance violation to be “fixed”. Or giving priority to particular requests in exchange for favorable consideration in the future.

- (f) *Undermining Official Actions.* Notwithstanding the Mayor’s authority to veto, once the Council has made a determination on a matter and has published that decision to the extent required by law, the Council members may not use their position to intimidate or delay or hinder staff in their responsibility to carry out the direction of the Council.
- (g) *Harassing and Intimidating Actions Prohibited.* Council members shall not engage in a course of conduct or repeatedly commit acts which harass or intimidate a staff member or other Council member and which serve no legitimate purpose or serve a purpose contrary to the directives of this chapter. Nor shall any Council member engage in verbal or physical conduct that demeans or shows hostility or aversion toward another person because of his/her race, color, religion, gender, national origin, age, disability, sexual orientation, marital status, or other legally protected status, or that of his/her relatives, friends or associates. Illegal harassment will be determined through the standard of whether a reasonable person from the victim’s point of view would consider the conduct to be harassing or intimidating. Gaining an unfair advantage as a benefit of office or to intimidate staff members or other Council members to follow a course of conduct they are not required under the direction of the Council are expressly not a legitimate purpose under this provision.
- (i) *Examples of prohibited harassing and intimidating actions include:*
Verbal and/or physical abuse, unwelcome physical contact, epithets (name-calling), slurs, threatening, intimidating, or hostile acts, vulgar or derogatory language, display of offensive or graphic cartoons, written or printed materials, use of electronic communications such as e-mail or Internet for sending or downloading unwelcome or offensive material, mimicry, lewd or offensive gestures or pranks, telling of jokes offensive to the above protected class members. Where such conduct has the purpose or effect of (1) creating an intimidating, hostile or offensive work environment; (2) unreasonably interfering with an individual’s work performance; or otherwise adversely affects an individual’s employment opportunities. Such conduct is strictly prohibited.

35.04 - Elected official conduct towards the public.

- (1) *In Public Meetings.* Any conduct that interferes with or obstructs the ability of the public to participate in the public forum is disruptive to the operation of government. All members of the public shall, subject to the rules of the Council governing the manner of public participation and any open meetings restrictions, be given a fair and equal right to present their views. No Council member shall interfere with or obstruct such participation.
 - (a) *Be welcoming to Speakers and Treat them with Care and Respect.* For many citizens, speaking in front of Council is a new and difficult experience. Under such

circumstances, many are nervous. Council members are expected to treat citizens with care and respect during public hearings. Council members should commit full attention to the speakers or any materials relevant to the topic at hand. Comments and non-verbal expressions should be appropriate, respectful, and professional.

- (b) *Be Fair and Equitable in Allocating Public Hearing Time to Individual Speakers.* The Mayor will determine and announce time limits on speakers at the start of the public hearing process. Generally, each speaker will be allocated three minutes, with applicants and appellants or their designated representative allowed more time. If many speakers are anticipated, the Mayor may shorten the time limit and/or ask speakers to limit themselves to new information and points of view not already covered by previous speakers. Each speaker may only speak once during the public hearing unless the Council requests additional clarification later in the process. After the close of the public hearing, no additional public testimony will be accepted unless the Council reopens the public hearing for a limited and specific purpose.
 - (c) *Ask for Clarification, but Avoid Debate and Argument with the Public.* Only the Mayor, not other Council members, may interrupt a speaker during a presentation (questions are to be reserved to the conclusion of the presentation). However, other Council members may ask the Mayor for a point of order if the speaker is off the topic or exhibiting behavior or language the Council member finds disturbing. Questions directed by Council members to members of the public testifying should seek to clarify or expand information, not to criticize or debate.
 - (d) *Follow Parliamentary Procedure in Conducting Public Meetings.* The City Attorney serves as advisory parliamentarian for the City and is available to answer questions or interpret situations according to parliamentary procedures. Final rulings on parliamentary procedure are made by the Mayor or Committee Chair, subject to the appeal of the full Council or Committee per Roberts Rules of Order.
- (2) *Outside Public Meetings.*
- (a) *Make no Promise on Behalf of the City or Council in Unofficial Settings.*
 - (i) Council members will frequently be asked to explain a Council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. While a Council Member can share their position on an issue, the member should not speculate on the outcome of an issue in a manner that may mislead or confuse a constituent.
 - (ii) Council members must ensure that while expressing their own opinions they do not mislead any listener into believing that their individual opinion is that of the entire Council, unless the Council has taken a vote on that issue and the Council member's opinion is the same as the decision made by the Council. Likewise, no Council member should state in writing that Council member's position in a way that implies it is the

position of the entire City Council. A Council member has the right to state a personal opinion, and has the right to indicate that he/she is stating such as a member of the Council, but must always clarify that he/she is not speaking on behalf of the City or the Council unless authorized by the Council to do so.

35.05 - Elected official conduct with other organizations.

- (1) *Be Clear about Representing the City or Personal Interests.* If a Council member appears before another governmental agency or other organization to give a statement on an issue, the Council member must clearly state whether his or her statement reflects personal opinion or is the official adopted stance of the City.

- (a) Council members must inform the Council of their involvement in an outside organization if that organization is or may become involved in any issue within the City's jurisdiction that is before the City for consideration. If an individual Council member publicly represents or speaks on behalf of another organization whose position differs from the City's official position on any issue, the Council member must clearly communicate the organization upon whose behalf they are speaking. If the interest of an organization that they hold an office in is not consistent with the City's position the Council member must withdraw from voting or participating in debate, discussion or negotiation upon any action that has bearing upon the conflicting issue.

- (2) *Representation of the City on Intergovernmental Commissions and Other Outside Entities.* Council members serving on committees or boards as a City representative for outside entities or agencies shall properly communicate with other Council members on issues pertinent to the City.

35.06 - Elected official conduct with boards and commissions.

- (1) *Limit Contact with Board and Commission Members to Questions of Clarification.* Council members shall not contact a Board or Commission member to lobby on behalf of or in opposition to an individual, business, or developer for personal gain or for the benefit of a group, organization, entity of which they are a member except in open session when the public is allowed to speak, clarifying that their statement is not that of the Council, but a personal view or opinion. Council members may contact Board or Commission members in order to clarify a position taken by the Board or Commission or a member thereof. Council members may respond to inquiries from Board and Commission members. Communications.
- (2) *Attendance at Board or Commission Meetings.* Council members may attend any Board, Committee or Commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation is viewed, especially if it is on behalf of an individual, business, or developer, which could be perceived as unfairly

affecting the process and must avoid any participation in the matter if § 946.13 Wis. Stats or other conflict provision is applicable. Periodically a matter of interest to a council member will come before a commission, committee, or board for approval before it is considered by the Common Council in a quazi judicial capacity or other manner where the Council will be called upon to make an impartial decision. Testifying at a hearing or commenting on, either in support of or opposed to a particular matter before it is reviewed and acted on by the council can lead to arguments of bias and compromise the hearing process and eventual outcome. Avoid putting yourself in the position of stating your opinion on the worth of a project, policy or action until the testimony is concluded and the matter properly before the Common Council.

- (3) *Be respectful of Diverse Opinions.* A primary role of boards, committees, and commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Council members must be fair and respectful to all citizens serving on boards, committees and commissions.

35.07 - Elected official conduct with the media.

- (1) *Expression of Positions on Issue.* When communicating with the media, Council members should clearly differentiate between personal opinions and the official position of the City. Each Council member represents one vote of seven and until a vote on any issue is taken, Council members' positions are merely their own. Presenting personal opinions as those of the council inaccurately is misleading to the public.
- (2) *Discussions Regarding City Staff.* Council members should not discuss personnel issues or other confidential matters regarding individual City staff in the media or in open session. Any issues pertaining to City staff should only be addressed directly to the Department Head, City Attorney or Human Resources.

35.08 – Code of conduct complaint process.

- (1) *Procedure for Filing Complaints.*
 - (a) Allegations of violations of this Code of Conduct shall be heard by the Ethics Board under the procedures provided in Chapter 36 of this Code.

SECTION 2. Chapter 36 of the Sturgeon Bay Code of Ordinances is hereby created to read as follows:

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend the Common Council to adopt ordinance creating Chapter 36 of the Municipal Code – Code of Ethics.

Respectfully submitted,
COMMUNITY PROTECTION AND SERVICES COMMITTEE
By: Barbara Allmann, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: March 13, 2019

* * * * *

Introduced by _____.

Moved by Alderperson _____, seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2019.

An ordinance to Create Chapter 36
Of the City of Sturgeon Bay
Code of Ordinances.

Upon the recommendation of the Community Protection and Services Committee the Common Council of the City of Sturgeon Bay, Door County, Wisconsin, do ordain as follows:

Chapter 36 – CODE OF ETHICS.

The City adopts and incorporates Wis. Stat. §19.59. The City exercises its right to adopt the following additional policies in accordance with Wis. Stat. §19.59 and, creating the City ethics Code as follows:

36.01 – Purpose.

(1) *Declaration of Policy.*

- (a) High moral and ethical standards are essential to the operation of free government. A code of ethics is established for all City officials, whether elected or appointed, paid or unpaid, all City employees and agents of the City, all members of City boards and committees and persons furnishing contracted services to the City and its boards and committees. This code establishes guidelines for ethical standards of conduct for all such officials, employees, agents, committee and board members and persons furnishing contracted services. It directs disclosure by officials, board and committee members, employees, agents and candidates for City office of private financial or other interests in matters affecting the City.
- (b) This code of ethics does not prohibit City officials from having other employment and financial interests. City officials, however, need to distinguish between inconsequential conflicts which are unavoidable and those conflicts which are substantial. The purpose of this code is to help City officials in avoiding serious conflicts of interest and promote confidence in our local government.

36.02 – Definitions.

For the purpose of this chapter the following terms, phrases and words and their derivations shall have the meaning specified herein. When not inconsistent with context, words used in the present tense include the future and words and the singular number include words in the plural number.

- (1) *Agent.* Any representative, including only those City employees specifically designated by the Board, whose function is to bring about, modify, affect, accept performance of or

terminate contractual obligations between the City and third persons. All other non-designated full or part-time City employees are specifically excluded from this definition.

- (2) *Confidential Information*: Confidential information means written material or oral information related to city government, which is not otherwise subject to release under the public records law and which is expressly designated or marked as confidential.
- (3) *Financial Interest*. Any interest which shall yield directly a monetary or other material benefit to the official, employee or agent or to any person employing or retaining the services of the official, employee or agent.
- (4) *Immediate Family*. The official's or employee's spouse and any relative by marriage, lineal descent or adoption who receives, directly or indirectly, more than one half (½) of his support from the official or employee.
- (5) *Improper Conduct*. Any violations of this section.
- (6) *Person*. Any natural person, corporation, partnership or joint venture.
- (7) *Relative*. A person related by blood as a first cousin or closer in kinship; a person related by blood to one's spouse as a first cousin or closer in kinship; or a person who through adoption is related to one's self or one's spouse as a first cousin or closer in kinship.

36.03 - Standards of Conduct.

- (1) *Responsibility of Public Officials and Standards of Conduct*.
 - (a) Elected and appointed officials, committee, commission, and board members and employees of the City should work for the benefit of the public and are bound to uphold the Constitution of the United States and the Constitution of the State of Wisconsin and to carry out independently and impartially the laws of the Nation, State and City; observe in their official acts the highest standards of morality; and to discharge faithfully the duties of their office/position regardless of personal consideration, recognizing that public interests must be their prime concern. The conduct of City officials, board and committee members, employees, agents and those furnishing contracted services to the City should foster respect for government.
 - (b) The provisions of the following sections of the Wisconsin Statutes are made part of this section and shall apply to elected and appointed officials whenever applicable, namely:

- (i) Wis. Stat. §19.81-§19.98 Open Meetings of Government Bodies;
- (ii) Wis. Stat. §946.10 Bribery of Public Officers and Employees;
- (iii) Wis. Stat. §946.11 Special Privileges from Public Utilities;
- (iv) Wis. Stat. §946.12 Misconduct in Public Office;
- (v) Wis. Stat. §946.13 Private Interest in Public Contract Prohibited;

(2) *Dedicated Service.*

- (a) A City official, board, commission, or committee member or employee should not use his or her position or office to obtain financial gain or anything of substantial value for his or her own personal benefit other than salary and benefits which he or she is due. These individuals should avoid promoting the special interests of any persons or group other than the best interests of the City.
- (b) A City official, board, commission or committee member, employee, agent or person furnishing contracted services should not exceed his or her authority and should work in full cooperation with public officials, board, commission, and committee members and City employees. Employees, agents and those furnishing contracted services should adhere to the rules of work and performance established as the standard for their positions by the appropriate authority.

- (3) *Fair and Equal Treatment.* Obligation to Citizens. No official, employee or agent shall grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen.

36.04 – Conflicts of interest.

- (1) *Financial or Personal Interests Prohibited.* No official, employee or agent, whether paid or unpaid, shall engage in any business or transaction or shall act in regard to financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his or her official duties in the public interest contrary to the provisions of this section or would be reasonably expected to impair his independence of judgment or action in the performance of his official duties.

(2) *Specific Conflicts Enumerated.*

- (a) *Incompatible Employment.* No official, employee or agent shall engage in or accept private employment or render service for private interest when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair such official's, employee's or agent's independence, judgment or action in the performance of his or her official duties, unless otherwise permitted by law and unless disclosure is made herein provided.

- (b) *Disclosure of Confidential Information.* No official, employee, board or committee member or agent shall, without proper legal authorization, disclose confidential information concerning the property, government or affairs of the City, nor shall such official, employee or agent use such information to advance the financial or other private interest of their self or others.
- (c) *Gifts and Favors.*
 - (i) No elected or appointed official, employee or agent of the City shall accept anything of value, whether in the form of a gift, service, loan, thing or promise, from any person which may be reasonably expected to impair his or her independence of judgment or action in the performance of his or her duties. No elected or appointed official or agent shall grant in the discharge of his or her duties any improper favor, service or thing of value. Any elected or appointed official or agent who receives, directly or indirectly, any gift or gifts having an aggregate value of more than fifty dollars (\$50) within any calendar year from any person who is known by such official to be interested directly or indirectly in any manner whatever in business dealings with the City upon which the official or agent has any influence or input or over which the official or agent has any jurisdiction, discretion or control, shall disclose the nature and value of such gifts to the Ethics Board by January 20 of the next year in which the gift or gifts are received. A gift or favor made or granted to a member of any official's or agent's immediate family shall be deemed made or granted to the official.
 - (ii) No elected or appointed official, employee or agent of the City may solicit or accept, either directly or indirectly, from any person or organization money or anything of value if it could reasonably be expected to influence the official's actions or judgments or be considered a reward for any action or inaction on the part of the official. Campaign contributions are an exception and should be carefully documented and handled in accordance with the provisions of the Wisconsin Statutes.
 - (iii) An elected or appointed official, employee or agent is not to accept hospitality if after consideration of the surrounding circumstances it could reasonably be concluded that such hospitality would not be extended were it not for the fact that the guest or a member of the guest's immediate family was a City official. Participation in celebrations, grand openings, open houses, informational meetings and similar events are excluded from this prohibition. This paragraph further shall not be construed to prevent candidates for elective office from accepting hospitality from citizens for the purpose of supporting the candidate's campaign.

- (iv) Gifts received by an elected or appointed official, employee or agent under unusual circumstances may be referred to the Ethics Board within ten (10) days of receipt for recommended disposition.
 - (d) *Contracts with the City.* Except to the extent allowed by Wis. Stat. 946.13, no official, employee or agent of the City who, in his or her capacity as such official, in which such official, employee or agent has a private pecuniary interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on the part of such official, employee or agent shall enter into any contract with the City.
 - (e) *Employment of Relatives.* No official, employee or agent, except as designated by the Board, shall participate in a discussion or proceeding which is held for the purpose of interviewing and/or hiring a job applicant; setting the salary, duties and/or conditions of employment of a job applicant or any employee; or firing of an employee, who is a relative of such official. No official shall head a department which employs a relative. No employee shall work in a department which is headed by a relative.
- (3) *Disclosure of Interest in Matters before the Common Council.*
- (a) To the extent known, all elected and appointed officials of the City, members of its boards, commissions and committees or employees of the City who have a financial interest in any proposed action shall disclose on the records of the City promptly the nature and extent of such interest. To the extent known, all persons furnishing contracted services to the City, its boards or committees who have a financial interest in any proposed action shall, to the extent the proposed action relates to the contracted services provided or to be provided, disclose on a form supplied by the City Clerk promptly the nature and extent of such interest.
 - (b) Any other official, employee or agent who has a financial interest in any proposed action and who participates in discussion with or gives an official opinion or recommendation to the Board or any board or committee shall disclose on a form supplied by the City Clerk promptly the nature and extent of such interest.

36.05 – Campaign Contributions.

Campaign contributions shall be reported by all candidates for official and employee positions in the City in strict conformity with the provisions of the Wisconsin Statutes.

36.06 - Ethics Board Structure.

- (1) *Membership.* The members of the Ethics Board shall be appointed by the Mayor and confirmed by the Council. Terms of office shall be three (3) years, except that when initial appointments are made, one shall be appointed for one (1) year, two (2) for two (2) years and two (2) for three (3) years. If any member of the Ethics Board petitions the Board for an advisory opinion regarding his or her conduct, such member shall be mandatorily excluded from sitting in his or her own case.
- (2) *Leadership and Procedures.* The Ethics Board shall elect its own chairperson and vice-chairperson and may develop written rules of procedure which shall be submitted to the Board for approval.
- (3) *Amendment to Code of Ethics.* The Ethics Board may make recommendations to the Common Council with respect to amendments to this section.

36.07 – Ethics Board Complaints.

- (1) *Filing of a Verified Complaint.* For purposes of this section the term Code shall apply to the Code of Conduct for Elected Officials (Chapter 35 of this code) and the Ethics Code.
 - (a) *Initiating Action.* Any person may initiate a review before the Ethics Board of the conduct of any Official to be in violation of the City ethics code by filing a verified complaint, with the City Clerk together with a processing fee in the amount of two hundred dollars (\$200). Such verified complaint shall specify the activities of such officer or employee which are alleged to be in violation of the Code. The Clerk shall provide a form, created by the Ethics Board that may be used for such complaint that shall at a minimum require (1) the complainant's name, address and contact information; (2) the name and position of the City official who is the subject of the complaint; (3) the nature of the alleged violation, including the specific provision of this Code allegedly violated, and (4) a statement of facts constituting the alleged violation and the dates on which, or period of time during which, the alleged violation occurred.
 - (b) *Content of Complaint.* The complaint shall include a verification affidavit at the end of the complaint stating that the "information contained in the complaint is true and correct and constitute a violation of the Code provisions cited in the complaint, or that the complainant has good reason to believe and believes in good faith that the facts alleged are true and correct and that they constitute a violation of the Code provisions cited in the Complaint." The complainant shall swear to the facts by oath before a notary public, or before the City Clerk. The notary public or City Clerk shall verify the signature.
 - (c) *Limitation.* A complaint under the Code must be filed no later than one year from the date of discovery of the alleged violation.

- (2) *Delivery of the Complaint and Answer.* The City Attorney or in the event of conflict, a special counsel appointed by the Ethics Board, shall act as counsel to the Ethics Board. Upon receipt the Clerk shall forward such complaint to the Chair of the Ethics Board who will see to it that the officer or employee accused in the complaint is notified of fact that a complaint has been filed and served (in person or by certified mail) a copy of the complaint within twenty (20) days of its filing. The accused party may file an answer to the complaint with the City Clerk at the accused's option.
- (3) *Determination of Probable Cause.* The Chair also shall convene the Ethics Board within sixty (60) days of the date of filing of the complaint with the clerk for the purpose of determining whether, when viewing the complaint in the light most favorable to the complaining party there is probable cause to believe the employee or officer has acted in violation of the Code. Such review shall be in closed session. The Ethics Board shall give the complaining party and the officer or employee named in the complaint notice of the meeting and may request clarification of the complaint or answer from either party.
- (a) If the Ethics Board determines that no probable cause exists, it shall dismiss the complaint and notify the accused officer or employee, the complainant and such other persons as the board determines to have an interest.
 - (b) If the Ethics Board finds probable cause to believe a violation exists, it shall then proceed to hold a hearing as provided by this code.
 - (c) The Ethics Board may also, upon agreement of the complaining party and the officer or employee named in the complaint proceed to issue an advisory opinion on the facts alleged in the complaint in lieu of a hearing.
 - (d) The Ethics Board may direct the City Attorney or special counsel to further investigate the facts stated in the verified complaint and report back to the board.
 - (e) The complaining party may withdraw the complaint prior to a finding of probable cause. If probable cause is found by the Ethics Board, the complaint may not be withdrawn without the consent of the Ethics Board which may, at its complete discretion, require the matter to continue to hearing with or without the consent of either party.
 - (f) The Ethics Board may compromise or settle any potential action for violation of the Code. Whenever the board enters into a settlement agreement with an individual who is accused of a violation of the Code, the board shall reduce the agreement to writing, together with a statement of the board's findings and reasons for entering into the agreement and shall retain the statement and agreement in its records for inspection.

(3) *Hearing Process.*

- (a) Notice of the finding of probable cause, notice of hearing and a copy of the complaint shall be sent to the accused officer or employee by certified mail at his last known post office address within ten (10) days of the determination of probable cause.
- (b) The evidentiary hearing shall be scheduled more than twenty (20) days but less than sixty (60) days from the postmarked date of the notice of hearing. The hearing may however be adjourned at the request of either party for good cause shown or the Ethics Board.
- (c) Prior to the hearing date, the Chair and the City Attorney or designated counsel shall contact the parties for the purpose of a pre-hearing conference. At the pre-hearing conference, the parties shall disclose the witnesses they intend to call and any documentary evidence they intend to introduce. The parties request any subpoenas and discuss any other evidentiary or procedural issues related to the hearing.
- (d) The hearing shall be held before a quorum of the Ethics Board, presided over by the Chair or designated counsel. At the hearing each party may be represented by counsel at their own expense, the parties may present evidence, call and examine witnesses and cross-examine witnesses of the other party. Witnesses shall be sworn by the person presiding over the hearing. Each party shall have the opportunity to argue their position to the board.
- (e) The Secretary of the Ethics Board or designee shall take notes of testimony and shall mark and preserve all exhibits. The proceedings shall be transcribed or videotaped.
- (f) The hearing shall be noticed to be and conducted in closed session unless the accused officer requests, in writing, that it be open to the public. In all cases the Ethics Board may deliberate in closed session.
- (g) The burden shall be on the complaining party to show to by clear, satisfactory and convincing evidence a Code violation occurred by the officer accused.
- (h) If the accused fails to appear at the evidentiary hearing, the Ethics Board shall consider all allegations of the complaint to be true and shall determine what, if any sanctions are appropriate.
- (i) At the conclusion of the evidentiary hearing, the Ethics Board may require the parties to brief their positions, require supplementary arguments or take any other

action deemed necessary to the board to create a complete record sufficient to make their decision. Upon completing deliberations, the Ethics Board shall, within thirty (30) days of making their determination, submit a report to the Council, including findings of fact, conclusions of law, and a recommendation as to what action, if any, the Council should take with respect to the individual charged. The Ethics Board shall provide the complainant and the individual charged with a copy of the report in person or by certified mail. Either the complainant or the person charged may file an objection to the report and shall have the opportunity to present arguments supporting the objection to the Council.

(4) *Council Action-*

- (a) **Review of Ethics Board Report.** The Council shall take up the recommendation of the Ethics Board within 60 days of receipt of Ethics Board's report. The Council may adopt, reject, or modify the recommendation made by the Ethics Board. In making its decision the Council may require additional oral or written argument from the parties. After such review and is deemed necessary by the council if the Council, concludes that there is a violation of the Code, the Council may impose a sanction or penalty.
- (b) *Penalties and Sanctions Policy* - It is the intent of the Council to educate and, when necessary, discipline Officials who violate the Code. Discipline shall be progressive, from the least punitive to the most punitive measures, unless the Council believes that the progressive discipline does not provide the appropriate sanction because of the gravity of the offense, or because the Council does not believe the sanction would deter future misconduct. In all instances, the totality of the circumstances shall be taken into consideration in resolving the matter, including the intent of the one accused of wrongdoing.
- (c) *Possible Penalties and Sanctions.*
 - (i) An informal censure by the Council, which would only be made as part of a motion in a public meeting.
 - (ii) A formal censure by the Council, which would be made by motion in a public meeting and then published in the City newspaper.
 - (iii) Mandatory community service. [Wis. Stat. 62.11(3)(e)]
 - (iv) Attendance at counseling or mediation sessions. [Wis. Stat. 62.11(3)(e)]
 - (v) Imposition of a dollar fine of up to \$500.00. [Wis. Stat. 62.11(3)(a) & (c)]
 - (vi) Any other sanction available by law.

- (d) *Penalties.* The imposition of any of these penalties or sanctions will require an affirmative vote of 3/4 of the Council, other than an informal or formal censure which shall only require a majority vote of the Council. A violation of the penalties imposed by Council may constitute grounds for removal from office under Wisconsin Statute §17.12(1)(a).
- (e) *Notice-* The municipal clerk shall give notice of the Council's decision to the person charged.

(5) *Applicability.*

- (a) *Incumbency.* This code shall apply to officials currently in office. If an official is removed from office in any manner, including the loss of an election or voluntary resignation while a complaint issued under this chapter is pending, the Board does not have jurisdiction to proceed and the complaint shall be dismissed.
 - (b) *Employees.* Complaints under the Code shall be limited to elected or appointed City Officials but does not include officials who are also employees. If employees violate the ethics code, they may be subject to disciplinary action, but not the procedures and sanctions of this chapter. Violation of this chapter are grounds for discipline up to and including termination.
- (6) **False or Frivolous Complaints.** A person who knowingly makes a false, misleading, or unsubstantiated statement in a complaint is subject to criminal prosecution for perjury and possible civil liability. It is possible that after reviewing a complaint, it is determined that a sworn complaint is groundless and appears to have been filed in bad faith or for the purpose of harassment, or that intentionally false or malicious information has been provided under penalty of perjury. A City official who seeks to take civil action regarding any such complaint shall do so at his or her expense.

36.08 – Advisory Opinions.

- (1) *Request for Advisory Opinion.* Any individual, either personally or on behalf of an organization or governmental body, may, in writing, request the ethics board, to issue an advisory opinion regarding the propriety of any matter to which the person is or may become a party. It is prima facie evidence of intent to comply with the Ethics Code when a person requests an advisory opinion abides by the advisory opinion, if the material facts are as stated in the opinion request. The Ethics Board may authorize the City Attorney to act in its stead in instances where delay is of substantial inconvenience or detriment to the requesting party.
- (2) *Confidentiality.* Except as provided in par. (3), neither the City Attorney, a member of the Ethics Board, nor anyone else who becomes privy to the request or opinion may make public

the identity of an individual requesting an advisory opinion or of individuals or organizations mentioned in the opinion.

- (3) *Exception to Confidentiality.* The Ethics Board or City Attorney replying to a request for an advisory opinion may make the opinion public with the consent of the individual requesting the advisory opinion or the organization or governmental body on whose behalf it is requested and may make public a summary of an advisory opinion issued under this subsection after making sufficient alterations in the summary to prevent disclosing the identities of individuals involved in the opinion. A person who makes or purports to make public the substance of or any portion of an advisory opinion requested by or on behalf of the person waives the confidentiality of the request for an advisory opinion and of any records obtained or prepared by the Ethics Board or the City Attorney for the local governmental unit in connection with the request for an advisory opinion.

36.09 – Distribution of the Code.

The Clerk shall provide copies of this section annually to elected and appointed officials, and shall keep at least one copy permanently on file for the use of the public. All employees shall receive a copy when they are hired.

Section 3.

All ordinances or resolutions in conflict with this ordinance is hereby revoked.

Section 4.

This Ordinance shall take effect upon passage by majority vote of the membership of the Common Council and publishing as provided by law.

PASSED AND ADOPTED by the Common Council of the City of Sturgeon Bay, Wisconsin this ____ day of _____, 2019.

Staff Report

Assuming Maintenance/Removal Responsibility of WPS Temporary Haul Road Within Highway 42-57 Right-of-Way

Background: Wisconsin Public Service Corporation is extending a new natural gas main across the bay. Part of the route is within the right-of-way of Highway 42-57. It follows the north side of the highway from Circle Ridge Road to the Bayview Bridge, where the main will then be bored under the bay to the east side of the city. WPS is installing the main this year and as part of the project is putting in a 24-foot wide temporary haul road to get equipment and materials to the boring site.

The City of Sturgeon Bay, with the assistance of a grant from the Wisconsin Coastal Management Program, completed the engineering and design for a planned bicycle & pedestrian path leading from Circle Ridge Road along the northerly edge of the highway right-of-way, then under the Bayview Bridge and back to Tacoma Beach Road. The portion nearest to the water going under the bridge abutment is planned to be a raised boardwalk. This path will allow the public to gain access to the existing path/sidewalk alongside the bridge without having to cross the highway. It is a recommendation of the Comprehensive Plan to create this path.

The City coordinated with WPS such that both the proposed trail and the WPS haul road follow the same route, although the haul road is wider than needed for the bike/pedestrian path. Typically, the haul road would have to be removed after the completion of the gas main project. But WPS has agreed to only remove a portion of the haul road, leaving 14 feet in place. This remaining 14-foot strip would become the base for the City's path and would accommodate a 10-foot wide path with 2-foot shoulders. This coordination will provide savings to both the City and WPS.

The Wisconsin DOT has reviewed the City's plans for the bicycle & pedestrian path and the proposal to leave a portion of the haul road in place for the future path. The DOT approves of the proposal subject to obtaining a permit for Work on State Highway Right-of-Way and provided the pedestrian trail is constructed by the 2021 construction season. If the trail is not constructed the City would then be responsible for removing the remainder of the haul road. [Refer to DOT correspondence dated 3/21/2019]

The proposed bicycle and pedestrian trail is a very good candidate for grant funding to aid its construction. The timeframe for its construction is either 2020 or 2021 depending upon when grant funds are secured. The boardwalk portion of the trail could be a nice community build project. Thus, donated labor could serve as the City's match for any grant funds received, which would further bring down the cost of construction.

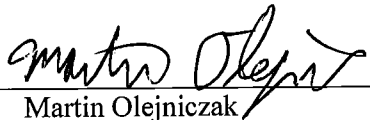
The decision to be made at this time is whether the City agrees to assume responsibility for the haul road, including its removal if necessary. Because obtaining the necessary funds for constructing the path is not guaranteed and because assuming the responsibility for the haul road has a financial obligation, this issue is being brought to the Common Council for direction. It is also noted that a decision needs to be made now because WPS needs to know by April 5th if the City wants a portion of the haul road left in place. This is because if WPS has to remove the entire road, they determined it is cheaper for them to use construction mats rather than gravel.

Fiscal Impact: If the City's pedestrian path is not constructed as planned, then the cost to remove the remaining portion of the haul road is estimated at \$33,000. So that is the risk.

If the path is constructed, then the construction cost is reduced by about the same amount since the base for the path is already in place. The estimated cost to complete the overall path is approximately \$90,000

plus \$60,000 in labor. As stated earlier, grants and donated labor could bring this cost down considerably.

Recommendation: The City already invested funds to design the trail. There appears to be support for constructing this path and it is "shovel ready." Staff believes the benefit of having the base for the trail already in place outweighs the risk that the state will require the City to remove it. Thus, the recommendation is to assume responsibility for the haul road after WPS completes its project.

Prepared by: 
Martin Olejniczak
Community Development Director

3-27-19
Date

Reviewed by: _____
Chad Shefchik
City Engineer

Date

Reviewed by: _____
Josh Van Lieshout
City Administrator

Date

From: Wiegand, Douglas - DOT [<mailto:Douglas.Wiegand@dot.wi.gov>]

Sent: Thursday, March 21, 2019 2:32 PM

To: Shefchik, Chad; VanLieshout, Josh; DOT DTSD NE UTILITY COORDINATION

Cc: Strebel, Christopher J; Nielsen, David - DOT; Olejniczak, Marty; Blazek, Christian - DOT; Marohl, Todd - DOT; Tilleman, Roy - DOT; Asman, Randy - DOT; Halada, Matthew - DOT

Subject: RE: Gravel trail shown on WPS- Sturgeon Bay High Pressure Gas Line Project

Chad:

The Department of Transportation (Department) has received the interim plan submitted by the City of Sturgeon Bay for a proposed pedestrian trail (Cedar Corp. Project ID 05610-0002, dated August 28th, 2018) on March 19th, 2019. These plans have been passed around our office for review and comments. At this point there are no comments or concerns to this interim plan. As defined in the utility permit referenced below, Wisconsin Public Service (WPS) will be installing a high-pressure gas main along the north side of the STH 42/57 roadway from the east side of Circle Ridge Road to the east towards the existing Sturgeon Bay channel. As part of this installation, WPS will be installing a 24-foot wide haul road within the north STH 42/57 right of way to assist in their proposed utility work. Once the utility work is completed, WPS will restore any disturbed areas within the state highway right of way, which includes reducing the width of the 24-foot haul road to a width of 14-feet. WPS will leave the remaining aggregate materials (i.e. the 14-foot path) within the state highway right of way.

You described the City of Sturgeon Bay would like to incorporate the existing pathway materials into a paved path (10-foot paved top width) alignment along the north side of STH 42/57, to be constructed some time in 2021. As shown in the interim plan, the paved path alignment proceeds along the north side of the state highway and will eventually terminate; connecting to a raised boardwalk closer to the existing Sturgeon Bay channel. The alignment of the raised boardwalk will continue with alignment beneath the STH 42/57 Bayview Bridge, adjacent to the sloped grading and south abutment of the existing bridge structure. The path alignment will ultimately connect to the existing path along the south side of STH 42/57, with alignment leading in a westerly direction back to Clay Banks Road (CTH U) and Tacoma Beach Road.

As the aggregate materials lie within the north right of way of STH 42/57 and age through the 2019 and 2020 construction seasons, you explained the City of Sturgeon Bay would like to spray the aggregate surface within the state highway right of way to minimize plant growth taking over the aggregate surface. As a result, the Department will require the submittal and approval of an Application/Permit to Work on State Highway Right-of-Way (Form DT 1812) for this work, which is attached to this transmittal. Please be aware, per our conversations, in the absence of a formal State Municipal Maintenance Agreement (SMMA) at this point, the City of Sturgeon Bay will assume all maintenance responsibilities of the aggregate surface that will remain in the STH 42/57 right of way over the next couple of years. This language will need to be included in an approved DT1812. In addition, once a final pedestrian trail plan is received by the City of Sturgeon Bay (i.e. nearer to the 2021 construction season), the Department will require the submittal and approval of another DT1812 for the proposed pedestrian trail work. At that time, a formal SMMA will need to be created and executed between the Department and the City of Sturgeon Bay for the future maintenance of the proposed facility.

Please note, if the pedestrian trail is not constructed by the end of the 2021 construction season, the Department will require the City of Sturgeon Bay to remove any existing aggregates (i.e. the segment of the 14-foot trail) materials as described above and restore the disturbed areas within the state highway

right of way to their natural conditions, as they existed prior to the installation of aggregate materials for the WPS utility work described below.

Thanks, and we look forward to working with you.
Doug

Douglas J. Wiegand, PE

Roadway Maintenance Engineer
Wisconsin Department of Transportation
Northeast Region
Phone: (920) 366-0230
Douglas.wiegand@dot.wi.gov

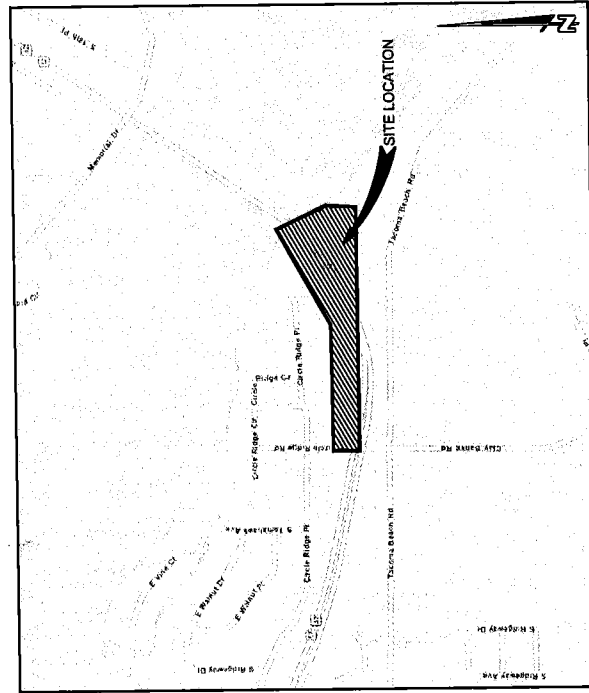
FUNDING AGENCIES:



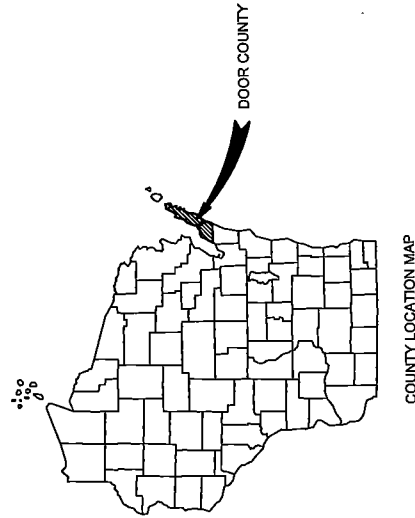
FUNDED BY THE WISCONSIN COASTAL MANAGEMENT PROGRAM AND THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION, OFFICE OF OCEAN AND COASTAL RESOURCE MANAGEMENT UNDER THE COASTAL ZONE MANAGEMENT ACT, GRANT #NA15NOS4190094

Prepared By
Cedar
corporation

PROJECT I.D. 05610-0002



SITE LOCATION MAP



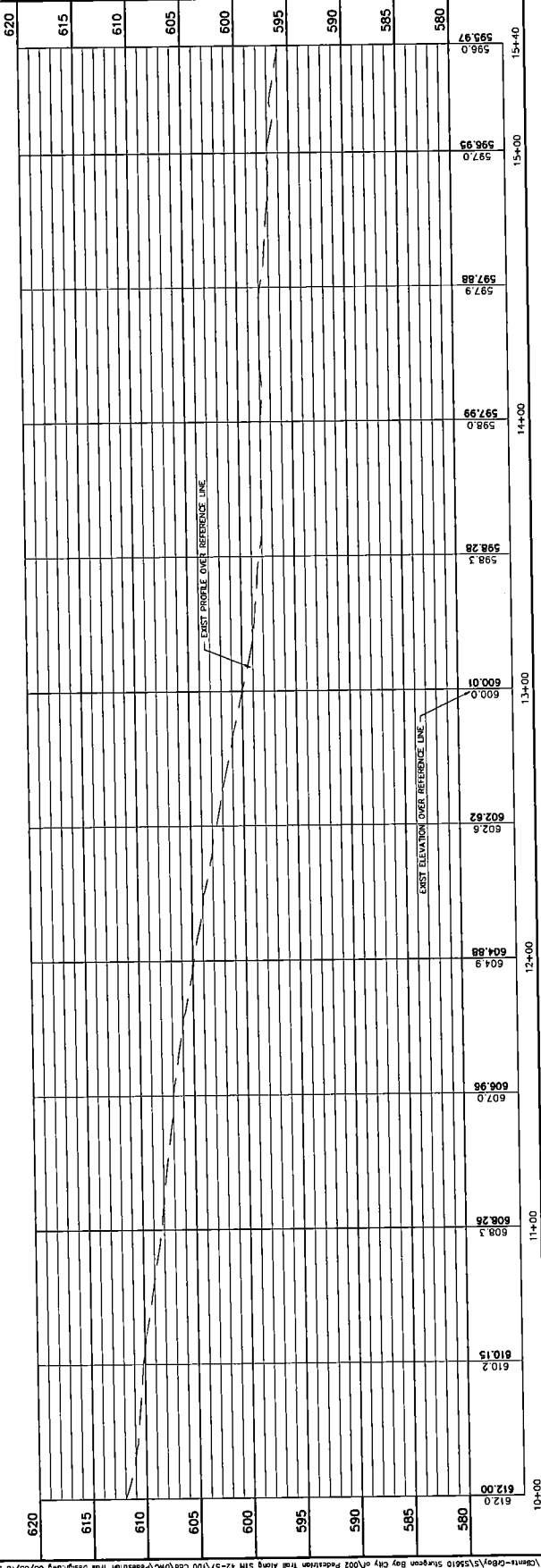
COUNTY LOCATION MAP

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STAMPS

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BOOK NO.	
DRAWN BY	BJC
CHECKED BY	JJC
DATE	08/02/18
REVISIONS	
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CITY OF STURGEON BAY STH 57/42 PEDESTRIAN TRAIL

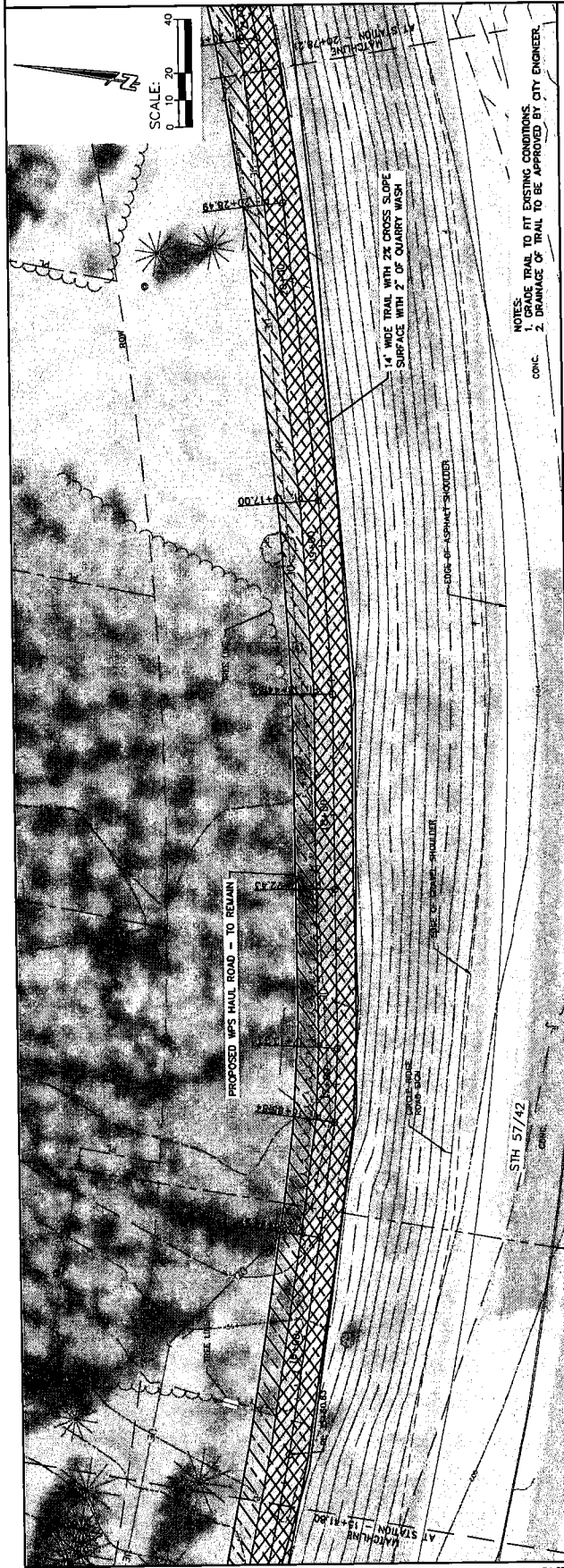
TRAIL PLAN AND PROFILE

SHEET NO.

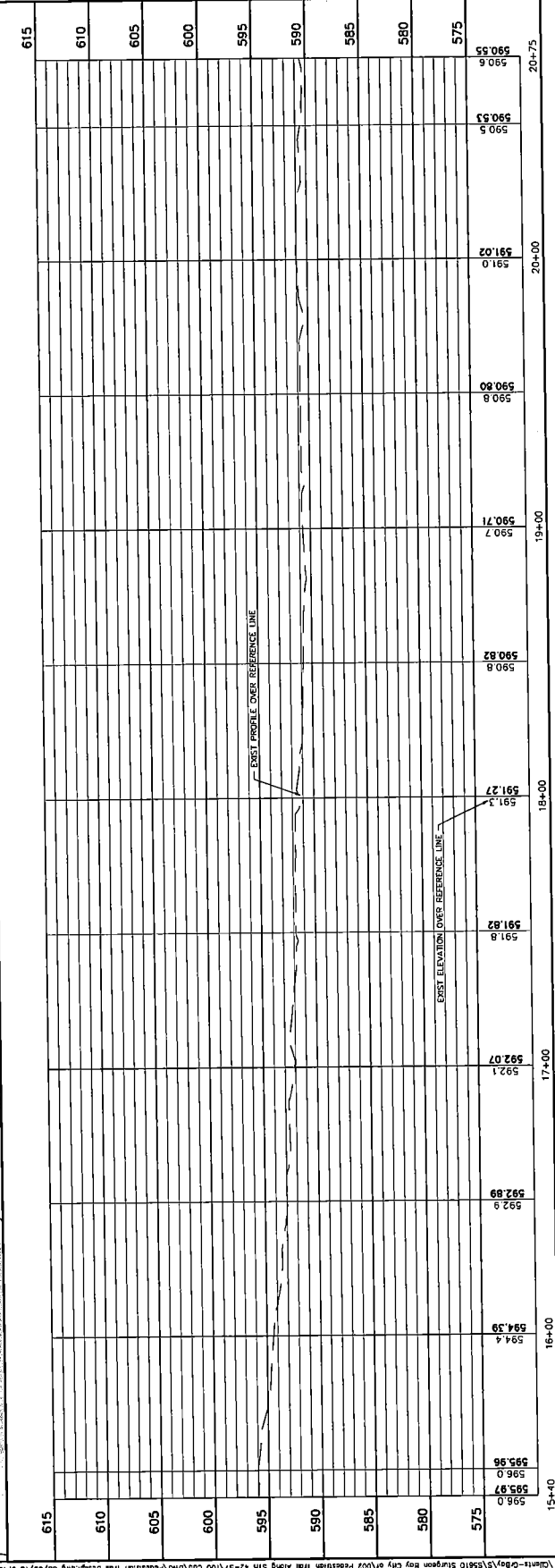
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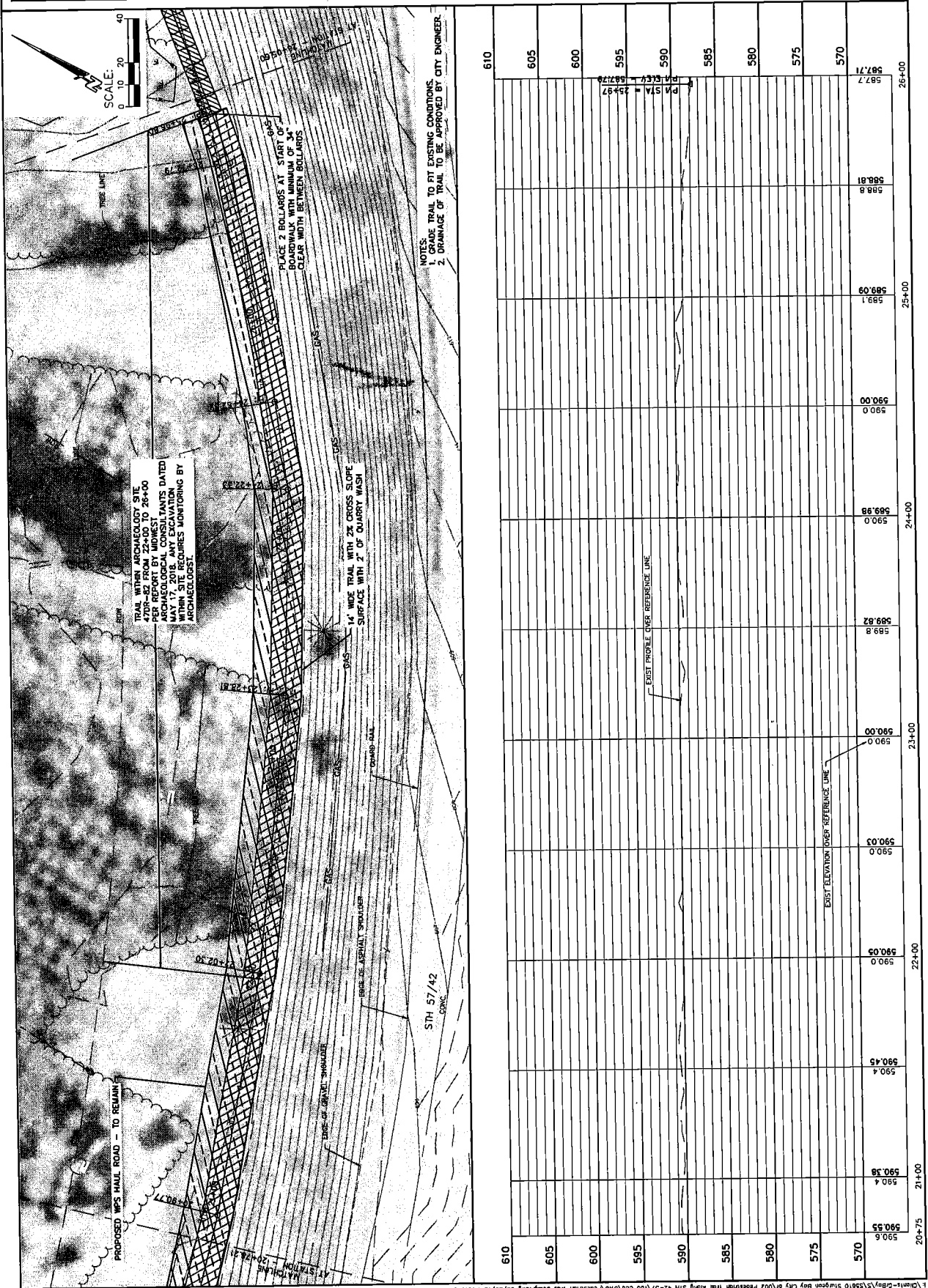
Cedar
CORPORATION
1500 West Commercial St.
Sturgeon Bay, WI 54781
Phone: 920-868-1100
Fax: 920-868-1101
www.cedarcorp.com

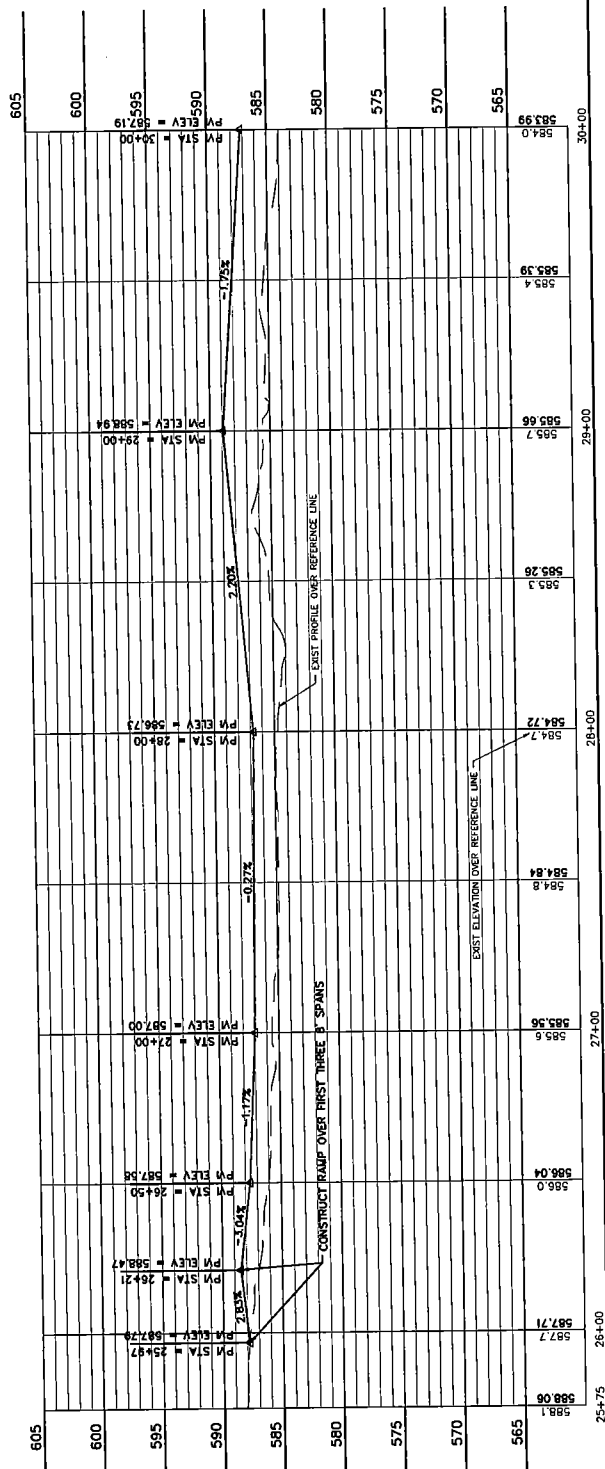
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CHECKED BY: JUC
DESIGNED BY: JUC
REFERENCE FILE:
DRAWING FILE:



NOTES:
1. GRADE TRAIL TO FIT EXISTING CONDITIONS.
2. DRAINAGE OF TRAIL TO BE APPROVED BY CITY ENGINEER.



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CITY OF STURGEON BAY
STH 57/42 PEDESTRIAN TRAIL

TRAIL PLAN AND PROFILE

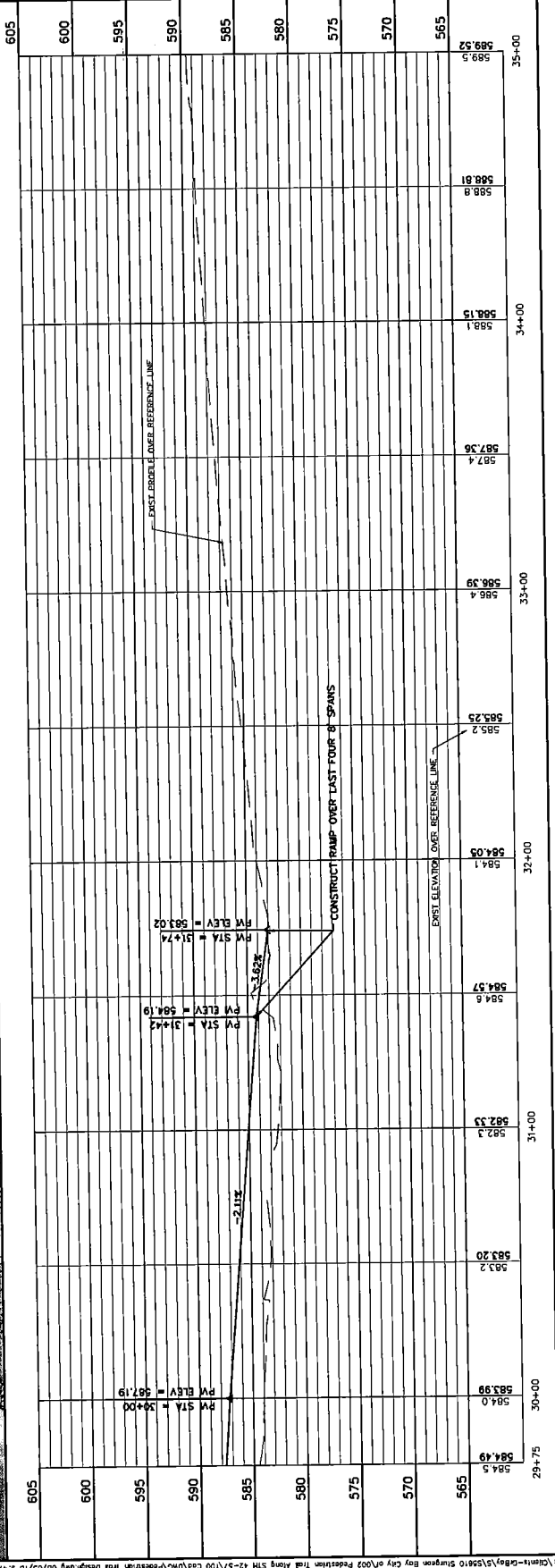
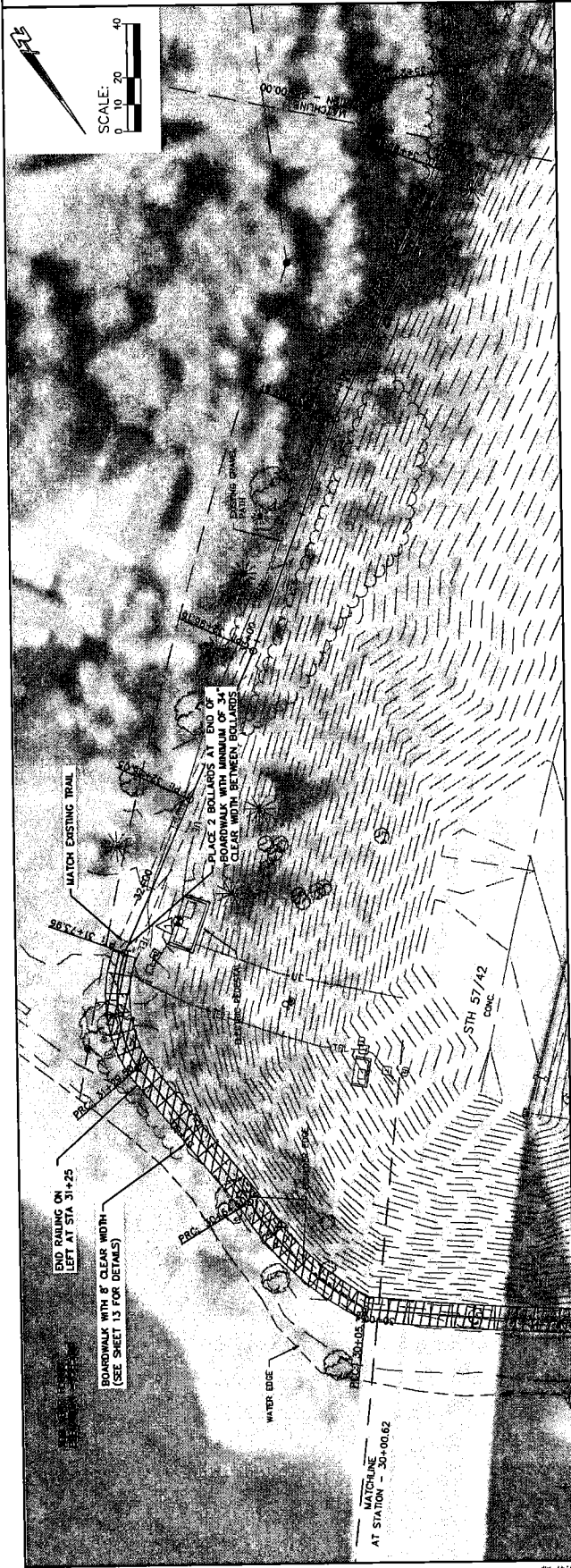
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7 of 13

Cedar Corporation
 2820 W. Main Street
 Suite 112
 Sturgeon Bay, WI 54781
 Phone: 920-866-1313
 Fax: 920-866-1314
 Email: info@cedarcorp.com

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 CHECKED BY: BUC
 DATE: 08/02/18
 PROJECT: STH 57/42 PEDESTRIAN TRAIL
 DRAWING NO.: 05610-0002

PROJECT NO.: 05610-0002
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 DRAWING NO.: 05610-0002



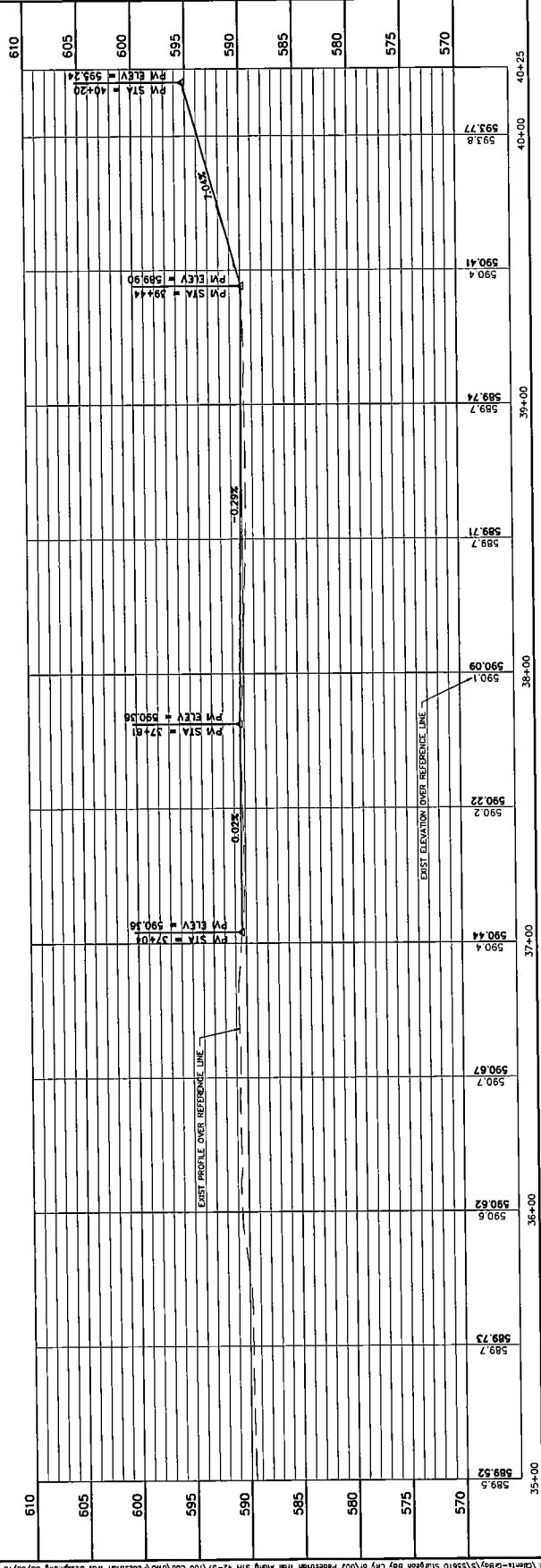
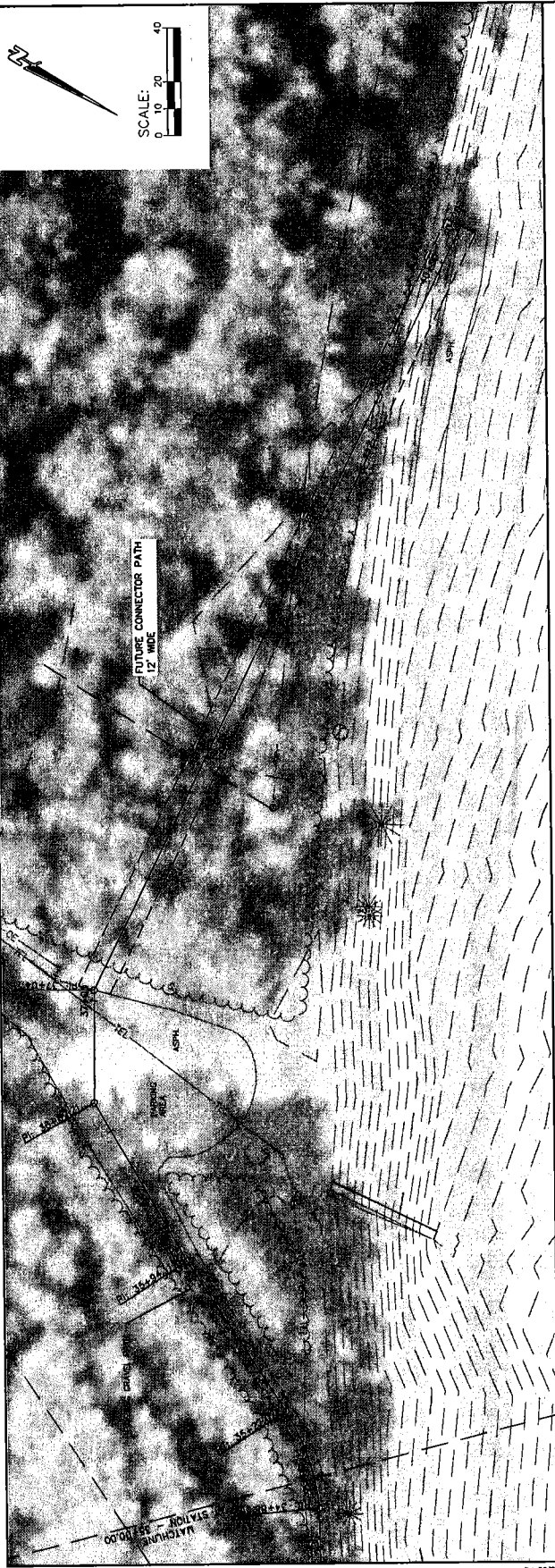
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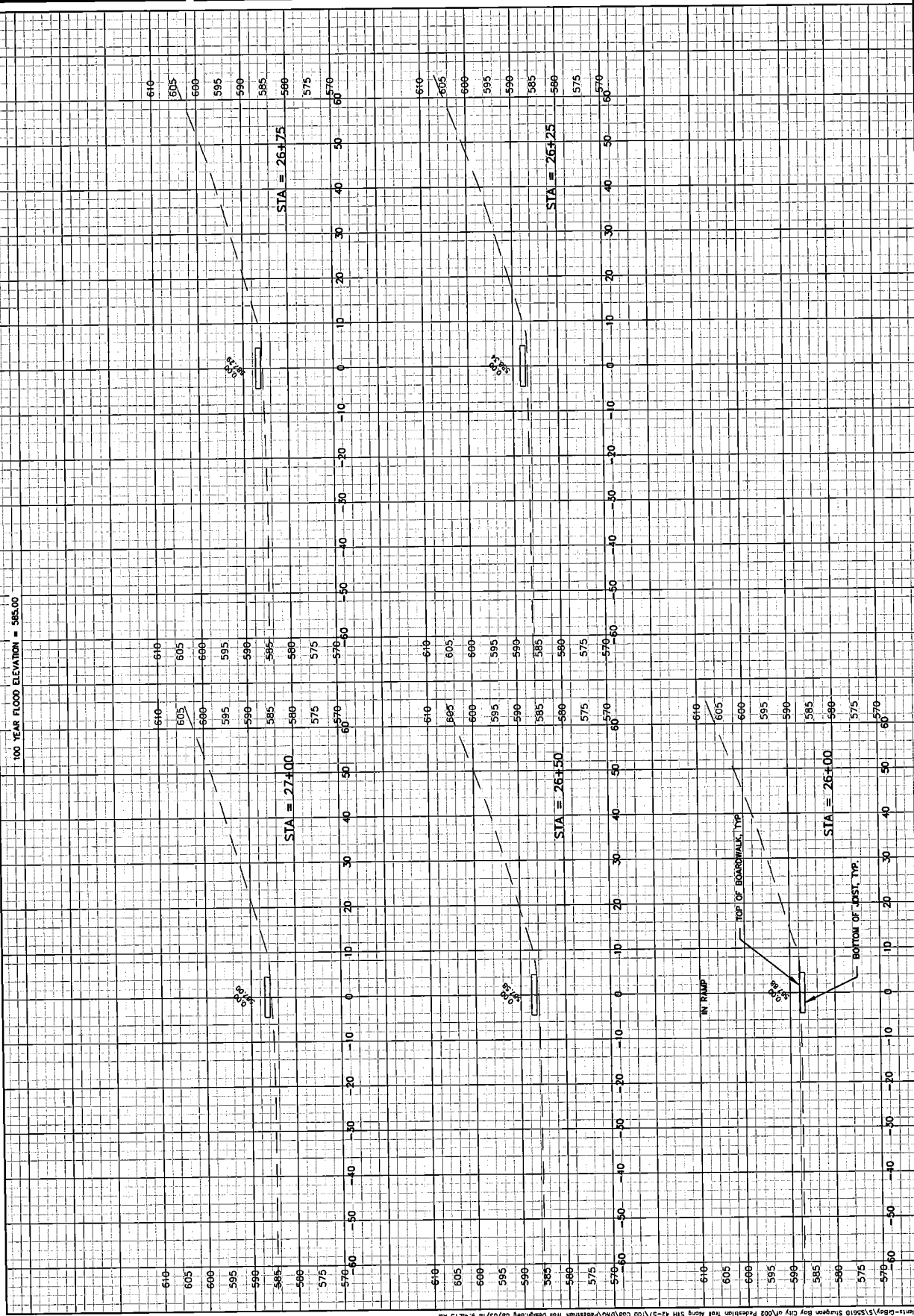
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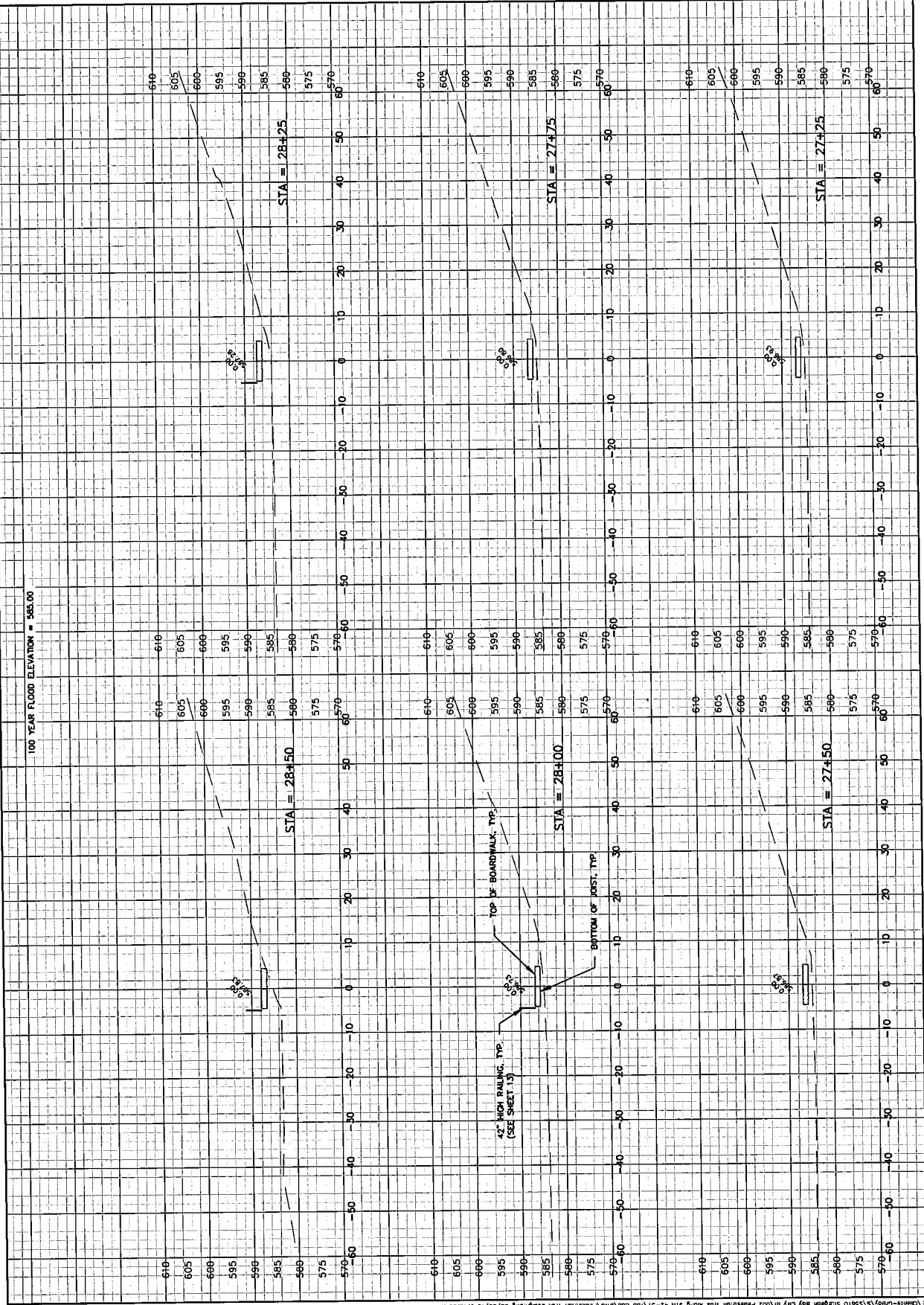
Cedar Corporation
1635 Belvidere Street
Sturgeon Bay, WI 54221
Phone: 920-735-2800
Fax: 920-735-2800
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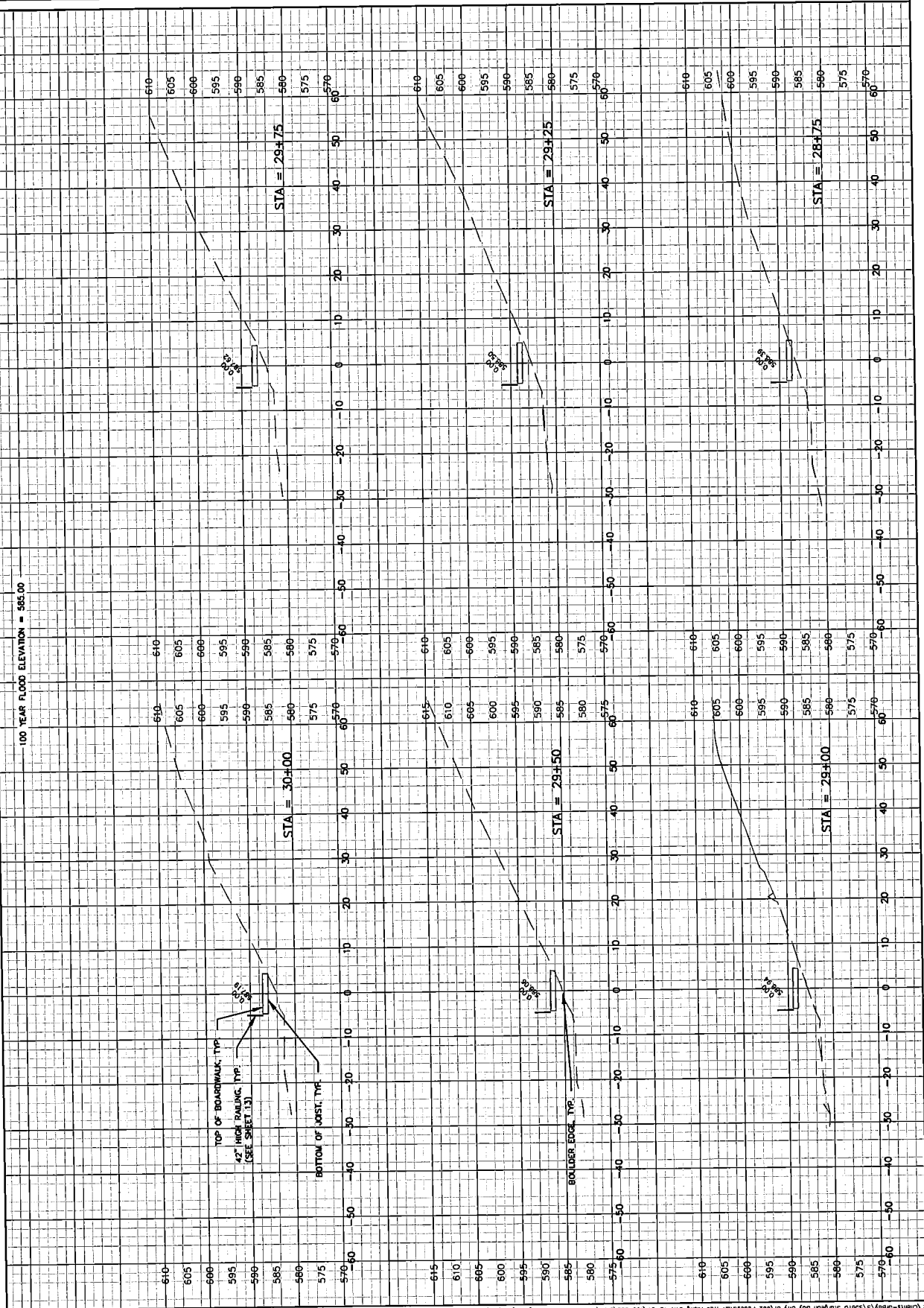
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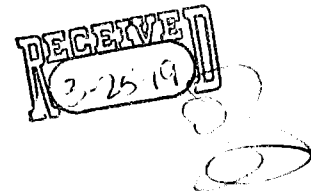
City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI 54235

Thad Birmingham
Mayor

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

March 20, 2019

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



Re: Veto of Council action approving Development Agreement between City of Sturgeon Bay and Sturgeon Bay Historical Society Foundation, Inc. for Teweles & Brandeis Granary as posted on the March 19, 2019 Common Council Agenda.

Dear Ms. Reinhardt,

This letter serves as my veto of actions taken under agenda item 9 "Consideration of: Development Agreement between City of Sturgeon Bay and Sturgeon Bay Historical Society Foundation, Inc. for Teweles & Brandeis Granary" taken at the Tuesday March 19, 2019 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 to explain to the common council and the electorate why I have vetoed this action.

Throughout the process of negotiating this development agreement the Common Council has repeatedly taken steps to reduce or eliminate the financial protections that the City customarily requires of developers. The Common Council has chosen not to require additional financial surety from the Developer that would enable the City to complete the project should the Developer run out of money. Instead the Council is relying on a \$130,000 dollar operation and maintenance fund that could be used by the City to raze the elevator if the project were to come up short. Given the contentiousness of this project, razing the building is a very poor solution to the Council's and Sturgeon Bay Historical Society

Foundation's unwillingness to provide financial guarantees should the project not proceed as planned.

The public was led to believe by the Sturgeon Bay Historical Society Foundation, Inc. (SBHSF) that the restored grain elevator would be a building suitable for significant private and public events, including "farmers markets, holiday markets, art fairs, reunions, picnics, weddings, pop-up art or theater space, wine festivals, marathon/triathlon venue, and de facto tourism material distribution."¹ However, in the final draft of the development agreement, the Sturgeon Bay Historical Society Foundation, Inc. has revealed that it has no intention of delivering such a venue. Instead in their own project description, SBHSF describes the improvements as "reinforced in key locations as necessary, roofing, cladding replaced and some alterations performed in order to maintain long term stability and access for the public."² Not one of the beautiful architectural renderings previously offered to the public and the Common Council by SBHSF is included in their project description. What is included is a series of renderings showing the former grain elevator in a stabilized version of the decaying building that was taken off the site a year ago.

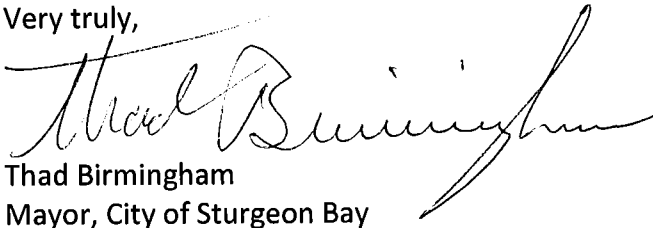
The Council told the public at their February 5, 2019 meeting that this "gift" would come at no cost to the city. By the Council's own unwillingness to hold themselves accountable, the City will in fact be incurring substantial cost. First in the form of opportunity cost, that being the opportunity forgone by the Council agreeing for an indeterminate amount of time that the former grain elevator can be stored at 100 East Maple Street, the only land the City owns that is unencumbered and available for development in the redevelopment project area. At a minimum, the Council should have demanded a fee for the time the "gift" occupies the City's only developable site in the project area. Second, the Common Council has gifted the Sturgeon Bay Historical Society Foundation thousands of dollars in the form of legal and professional services related to the cost of negotiating the development agreement. When SBHSF said they didn't want to pay, the Council went along and agreed to a \$20,000 cap on reimbursed legal expenses only. Third, if there is to be the volume and number of people drawn to the grain elevator as claimed by SBHSF, the cost of providing restrooms, parking and landscaping improvements will have to be paid for by City Taxpayers, as this project does not generate any tax increment.

The Common Council and SBHSF are under the misguided belief that a \$130,000 endowment is sufficient for the operation and maintenance of the grain elevator. It is my opinion that the City should not settle for such a small endowment. An endowment of \$130,000 will generate about \$6,500 per year, as the building ages and labor and material prices rise, the endowment will be well short of what is required to operate and maintain a building of this size. Furthermore, SBHSF has not expressed any intention to continue to raise funds for the endowment after acceptance of the project. Taxpayers will be on the hook for long-term maintenance, operations, repairs and management of the venue. With no cash flow projections, it is impossible for the City to know what the ultimate costs of this building will be. The Common Council should bargain and demand more. It is better to demand more now, while SBHSF and their donors are active than to face a crisis later and ask the Taxpayers of the City to bear the burden of owning, operating and maintaining a public building that was never intended or designed to be used by the public.

The Council, after submitting their first draft of a development agreement to SBHSF and requesting comments back received a document that removed virtually every protection for the City and all requests for transparency of the project from SBHSF³. This is certainly not in the spirit of cooperation, and caused the City to have to negotiate these critical items back in. While I believe this is the best agreement the City will get today, with the numerous details remaining that need to be worked out, this agreement should be set aside until Sturgeon Bay Historical Society Foundation, Inc. can provide the adequate assurances and level of plan detail required of a project this size. A bad agreement does not serve either party.

For the reasons expressed above, this letter is a veto of the foregoing council action. 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". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Thad Birmingham

Mayor, City of Sturgeon Bay

¹ Restoration and Preservation of the Teweles and Brandeis Grain Elevator, pg. 3. Sturgeon Bay Historical Society Foundation, Inc.

² Development Agreement, EXHIBIT E Teweles & Brandeis Granary Project Description

³ Development Agreement returned by SBHSF February 5, 2019

STURGEON BAY

Historical Society Foundation, INC

P.O. Box 827 | Sturgeon Bay, WI 54235

January 8, 2019

City of Sturgeon Bay Common Council
421 Michigan St.
Sturgeon Bay, WI 54235

Subject: SBHS offer to transfer ownership of Teweles and Brandeis Grain Elevator
to City of Sturgeon Bay

Dear City of Sturgeon Bay Common Council,

On behalf of a unanimous Board of Directors of the Sturgeon Bay Historical Society, we are pleased to put into writing an offer regarding the Teweles and Brandeis Grain Elevator (Granary). We are prepared to do the following:

- Transfer complete and total ownership of a fully restored Teweles and Brandeis Grain Elevator (the "Granary") to the City of Sturgeon Bay. The restored structure and its foundation will meet all permit requirements and codes and be suitable as basic event space as shown in our business plan.
- Create an endowment of \$130,000 through the Door County Community Foundation for the ongoing care and maintenance of the Granary.
- Encourage other donors interested in restoring the Granary to direct their gifts to DCCF. Other donors have indicated to the Community Foundation an interest in making a pledge once a plan is in place.

continued...

Restoration and Preservation of the Teweles and Brandeis Grain Elevator:

A Project of the Sturgeon Bay Historical Society and the City of Sturgeon Bay
to protect one of Door County's historic treasures and
provide a public amenity that celebrates and showcases
Sturgeon Bay's unique and rich history

History:

The Teweles and Brandeis grain elevator has been an icon on the Sturgeon Bay waterfront since its erection in 1901.

In the late 1800s, Sturgeon Bay's bustling commercial waterfront included multiple granaries, warehouses, refrigerators and mills. Their construction coincided with two regionally important events: the completion of the Sturgeon Bay Shipping Canal in 1879, which directly linked Sturgeon Bay to Lake Michigan, and the laying of the Ahnapee & Western Railway in the early 1890s that linked Sturgeon Bay to the Midwest and beyond.

The Teweles and Brandeis granary is one of the last, and easily the most visible, vestiges of that chapter of Sturgeon Bay's history. In February of 2018, the Teweles and Brandeis granary was officially listed on the National Register of Historic Places.

On November 20, 2018, the City of Sturgeon Bay Common Council approved a recommendation made by the City's Historic Preservation Commission in October of 2017, to "make every diligent effort to safely stabilize, save and restore the Historic Granary utilizing private funds from the Sturgeon Bay Historical Society and Door County Community Foundation ..."

Structure:

The granary stands approximately 82 feet tall and consists of 19, 10 x 10-foot bins, each 30 feet high, laid out on a 4 x 5 grid. The twentieth 10 x 10 space contains the manlift to the headhouse. The footprint of the structure is 40 x 50 feet, or 2,000 square feet. Under the bins is a ground floor with a 15-foot ceiling. Above the bins is the headhouse.

Structural Integrity:

In December of 2013, Meyers Borgman Johnson, a Structural Design and Engineering firm from Minneapolis, Minn., conducted a thorough study which included detailed computer analysis of the building. Its report says, "The City of Sturgeon Bay intends to salvage and adaptively reuse the elevator as part of its waterfront redevelopment program. Based on the information gathered during the site visit report and the subsequent calculations, it is our conclusion that

the existing elevator is in generally good condition and retains sufficient capacity to support this intended use, with some modifications."

Cost to Restore per TKWA:

In July of 2015, The Kubala Washatko Architects (TKWA), an award-winning firm of Cedarburg, Wis., provided architectural renderings of a restored structure on the westside waterfront. In its narrative, TKWA says, "The lower level of the structure is open to the public for picnics, weddings, speakers, small concerts, markets, etc. It might also provide covered space for a community bike rental, skate rental, kayak rental, or act as a rest stop on the Ice Age Trail. For these uses, the sides would be removed and the beams exposed. This would allow those walking or driving past a view of the water beyond. Interpretive signage would explain how the granary worked and what its historic significance was to Door County. A transparent ceiling might allow the public to see the workings of the granary from below."

Work to achieve this vision includes structural stabilization, re-roofing, cleaning, raising the first floor-finished floor height out of the floodplain, removing the siding on the bottom level and activating the site for the uses stated above as well as making public restrooms available. No access to upper floors would be contemplated.

The cost estimate for restoration of this scope, provided by Middleton Consulting and Contracting: \$442,654.

Funds Received:

In October of 2017, the Door County Community Foundation informed the City of Sturgeon Bay that a "generous family in Door County is prepared to guarantee that up to \$1.25 million will be available for the repair, restoration, and future maintenance of the Teweles and Brandeis Grain Elevator..." The family requests that the City of Sturgeon Bay work collaboratively with the Sturgeon Bay Historical Society to "develop a shared vision for the use of this property for the public's benefit."

The family remains committed to this project. A portion of the original gift has been used to move the granary off its original site to save it from demolition, for cleaning and restoration done to date, and for a new roof. Approximately \$900,000 of the gift remains. Additional donors have expressed a desire to make sizable contributions, including one who has created a fund at DCCF designating just over \$40,000 for the restoration of the granary, to be made available once a final and permanent location is decided on.

Vision: A Public Private Partnership

SBHS requests that the City accept the donation of a restored Teweles and Brandeis Granary, along with an endowment, and that the granary be returned to its original location.

SBHS proposes a Public Private Partnership, similar to what the City entered into with the Rotary Club and Open Bass Tournament for the pavilion at Sawyer Park, and with the Sturgeon Bay Skatepark Initiative for the City of Sturgeon Bay Skatepark. In each of these cases, nonprofit

organizations raised private dollars to build structures that were then turned over to the City for use by its citizens. Each of these structures was located on property donated by the City.

In addition, and unlike these other projects, SBHS will contribute an endowment, sizable enough to cover long-term maintenance needs and contribute to annual operating expenses. The endowment will be managed by DCCF.

Roles and Responsibilities:

SBHS shall:

- restore the granary in a manner that retains its historic significance, is structurally sound and meets permitting requirements, including foundation requirements
- provide an agreed-upon endowment for annual and ongoing care
- provide interpretive signage

The City shall:

- provide a lease on the land on the westside waterfront containing that original foundation and a 25-foot maintenance easement around it on all sides
- take ownership of the structure once restoration is complete and be responsible for its operations, insurance, care and long-term maintenance
- contribute financially for public restrooms, if restrooms are desired
- keep the structure open to the public and manage its use/reservations as it does with other park structures
- ensure that all uses and any alterations retain the structure's historic significance as dictated by the letter from SBHS dated Jan. 8, 2019

Proposed Uses:

The granary's original location, built on a dock, is below the ordinary high water mark, and is, therefore, public space. A beautifully restored historic granary will be a strong, unique focal point for a public waterfront. The advisory ad hoc Westside Waterfront Committee may incorporate a granary in any number of ways, as long as the historical significance is upheld. Further, if another entity is interested in partnering with the City in the granary's use, that is encouraged under the same conditions.

At minimum, the following uses are proposed and should demand no additional parking requirements. Just as Sunset Park is occasionally used for larger events, occasional large events can be held at the westside waterfront:

- farmers markets, holiday markets
- art fairs
- reunions, picnics, weddings
- pop-up art or theater space
- wine festivals
- marathon/triathlon venue
- de facto tourism material distribution

OMR Expenses (Operating, Maintenance and Repair)

Insurance: \$850/year

Utilities: \$612/year (based on Sawyer Pavilion)

Maintenance and repairs: \$3,000/year for yard work, cleaning, etc. (estimate)

Total: \$4,462

Income

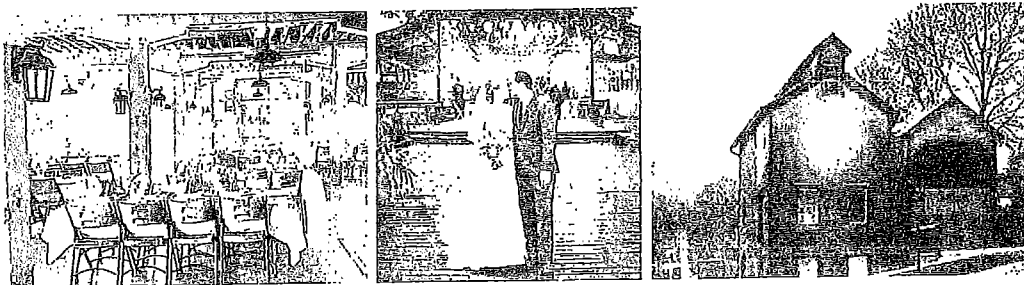
\$2665 – The Rotary Pavilion (square footage of 2,640) generates an average of \$2665 annually. We envision a similar amount if no additional marketing or programming is done.

Endowment

An endowment of \$130,000 generates approximately \$6,500/year in income. The difference between the annual OMR expenses and the projected income, as detailed above, is just under \$2,000. Funds from the endowment could be divided as follows: \$2,000/year for annual operating and \$4,500 retained in a fund to cover larger, long-term repairs. For instance, a steel roof, costing approximately \$80,000 today, has a 75-year life. In even 50 years, the \$4,500/year long-term maintenance fund would accrue to over \$200,000.

Job Generation Option:

The City could create a position, or subcontract with a management company, to manage its event space, including the granary, marinas and other public space, per the Kress Pavilion model. The Village of Egg Harbor contracts with Founders 3 for management of its marina and the Kress Pavilion. Management of the Kress Pavilion is contracted at \$30,000 per year, with Founders 3 hiring/employing the local manager. The Kress Pavilion generated \$34,141 in event income Jan - Oct in 2018 and has "16 weddings, one family reunion, three nonprofit and one condo owners' event" scheduled to date for 2019. Wedding rental at the Kress ranges from \$1,500-\$2,200.



Support for the Granary

The following organizations have expressed support for preserving the 1901 Teweles and Brandeis Granary:

- National Trust for Historic Preservation, entered onto the National Register of Historic Places on Feb. 5, 2018
- Wisconsin State Historical Society, entered onto the State Register of Historic Places on Aug. 18, 2017
- Sturgeon Bay Common Council, resolution passed Nov. 20, 2018
- City of Sturgeon Bay Historic Preservation Commission, resolution passed Oct. 30, 2017
- Sturgeon Bay Visitors Center, letter of support dated Oct. 31, 2017
- Sturgeon Bay Historical Society

Sturgeon Bay's Comprehensive Plan, adopted in 2010, lists only five overall goals. Among them: *"Seek preservation and maintain the abundant natural and historic resources within and surrounding the City."*

Joe Moede
Shipyard Partners
700 S. Water Street
Milwaukee, WI 53204

Notice to Vacate

04 January 2019

Sturgeon Bay Historical Society
C/O Christie Macdonald Weber
311 Pennsylvania Street, Unit G
Sturgeon Bay, WI 54235

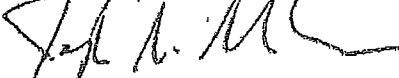
RE: Teweles & Brandeis Grain Elevator

Christie,

Please accept this letter as your official 30 day notice to vacate and restore the property located at the corner of Oregon St. and South First St. in Sturgeon Bay, WI, upon which sits the above referenced structure.

This notice to vacate will be suspended if the Sturgeon Bay Historical Society signs a binding Purchase Agreement, and makes a 20% non-refundable earnest money deposit on or before Friday, 18 January 2019.

Thank You,


Joe Moede

As the Granary would become the property of the City of Sturgeon Bay, we anticipate its citizens will create a wonderful new future for this historic structure. Neither the Sturgeon Bay Historical Society nor its leadership has any expectation that we will be involved with your plans for the structure. However, it has always been our intention to ensure that its historic nature be preserved. Hence, we do make this offer contingent upon the following:

1. The Granary is to be restored on its original pilings with a secured land lease of \$1/year. Context is an important part of historic preservation.
2. The restoration and any future renovations of the Granary will be done consistent with the standards required of any structure listed on both the Wisconsin State and National Registers of Historic Places. Any deviation from those standards will require the advance written approval of the boards of directors of both the Sturgeon Bay Historical Society and the Door County Community Foundation (representing the interests of the donors).
3. The Granary itself will be used for a public purpose. It will also be generally open to the public, to the degree that is practical and appropriate.
4. If the City of Sturgeon Bay ever transfers ownership of the Granary to a third party, it will place a deed restriction on the structure (or other appropriate legal limitation) to ensure that future owners will forever comply with these four conditions.

We are honored to entrust this historic treasure to the care of the citizens of Sturgeon Bay. We are confident that the City will be the ideal steward of the Granary, aided by our restoration and the DCCF endowment established for its care, and that our citizens will gain a beautiful, iconic structure that helps tell the story of a very proud past and ushers us into an exciting future.

We look forward to hearing your response to our offer.

Sincerely,

A handwritten signature in black ink, appearing to read 'Christie Weber', with a long horizontal flourish extending to the right.

Christie Weber, President



EXHIBIT E

LA DALLMAN

BOSTON
2 Bradley Street, Suite 10
Somerville, MA 02145 USA
t: 617.718.0741

MILWAUKEE
225 E Saint Paul Ave, Suite 302
Milwaukee, WI 53202 USA
t: 414.225.7450

www.ladallman.com

12 March 2019

TEWELES + BRANDEIS GRANARY

EXHIBIT: PROJECT DESCRIPTION

ORIGINAL STRUCTURE

The 75-foot tall timber structure was built in 1901 as the Teweles and Brandeis Granary, in what was at the time the Village of Sawyer, Wisconsin, later incorporated as part of the City of Sturgeon Bay, Wisconsin. The area became an important center for agricultural shipping infrastructure due to its proximity to productive farmland and access to the Great Lakes along a navigable and protected harbor. This location was further enhanced by the completion of the Sturgeon Bay Shipping Canal in 1882, which opened the bay directly to Lake Michigan to the east, and the Ahnapee & Western Railway in 1894, connecting Sturgeon Bay to Algoma and other points to the south. The Teweles and Brandeis Granary structure was placed on a rail spur at the edge of Sturgeon Bay and adjacent to other granaries, warehouses, and mills. It served as a storage and distribution structure, providing connection between rail and shipping for agricultural commodities throughout the region.

At the time of its construction, the Granary was located on a projecting wharf of filled lake bed, flanked by boat slips, with the rail spur terminating along the northwest edge. Since that time, the boat slips on either side of the wharf have been filled in, such that the shoreline is a simple edge along the northeast side, and the Granary site is surrounded by land. Ships still dock at the lake edge between the Oregon and Michigan Street bridges. (see images)

The structure consists of a tall open ground floor raised on columns, above which twenty 10'x10' x 30' tall storage cribs are laid out in a 4x5 arrangement, and above that a pitched roof head house. (see images)

HISTORIC STATUS AND TEMPORARY RELOCATION

The building was listed on the Wisconsin Registry of Historic Places in August of 2017, and on the National Registry of Historic Places in January of 2018. In January of 2018, Kiesow Enterprises of Valders was awarded the contract to move and stabilize the existing structure, and the building was moved to the east side of Sturgeon Bay, where it is currently sited as a temporary storage location.

PROPOSED RETURN TO ORIGINAL LOCATION

It is the intent to return the structure to its original location. Existing or enhanced footings will be provided, and the structure moved back to the original position. The structure will be reinforced in key locations as necessary, roofing and cladding replaced, and some alterations performed in order to maintain long term stability and access for the public.

IMAGES

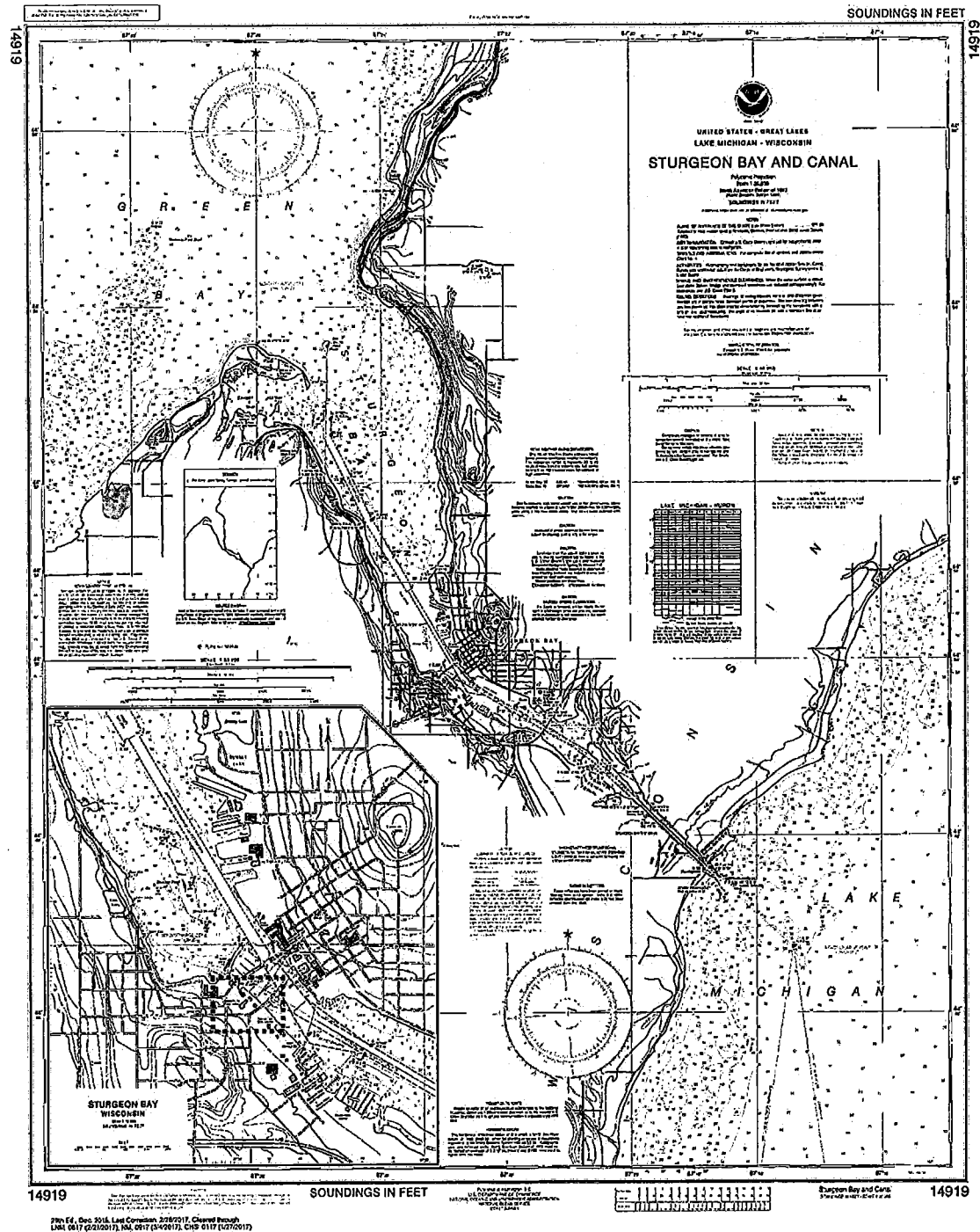


Image 1: Location Plan

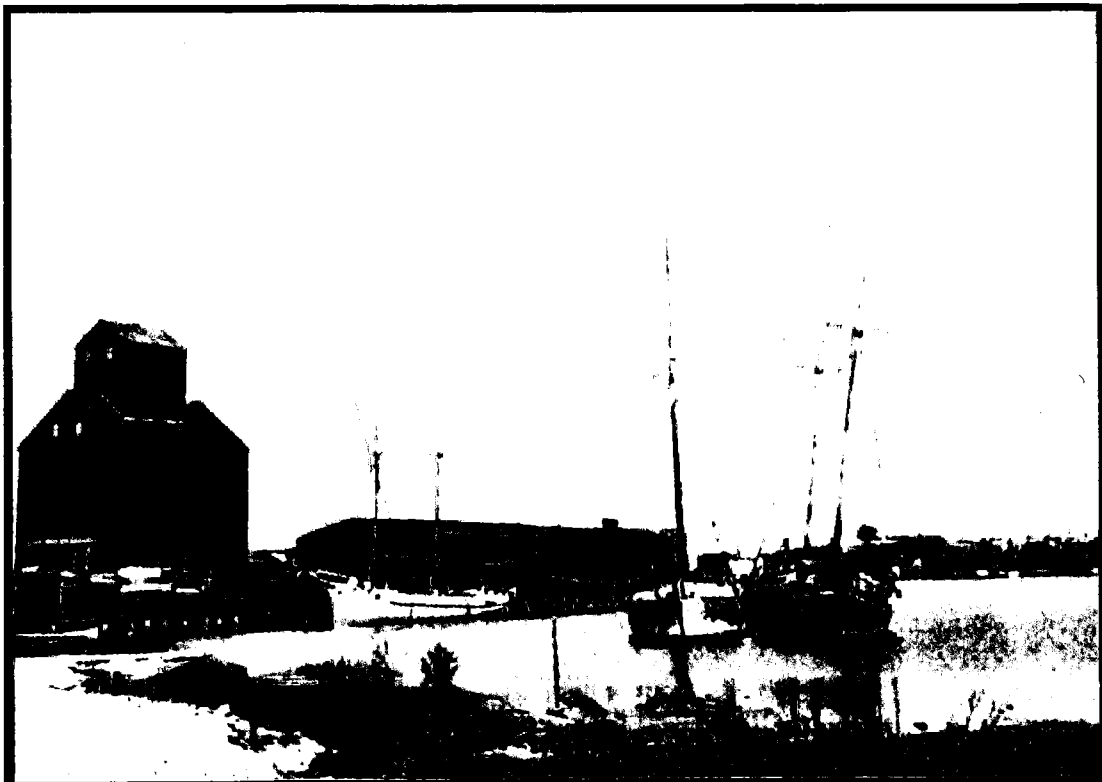


Image 2: Photograph looking North – c.1901

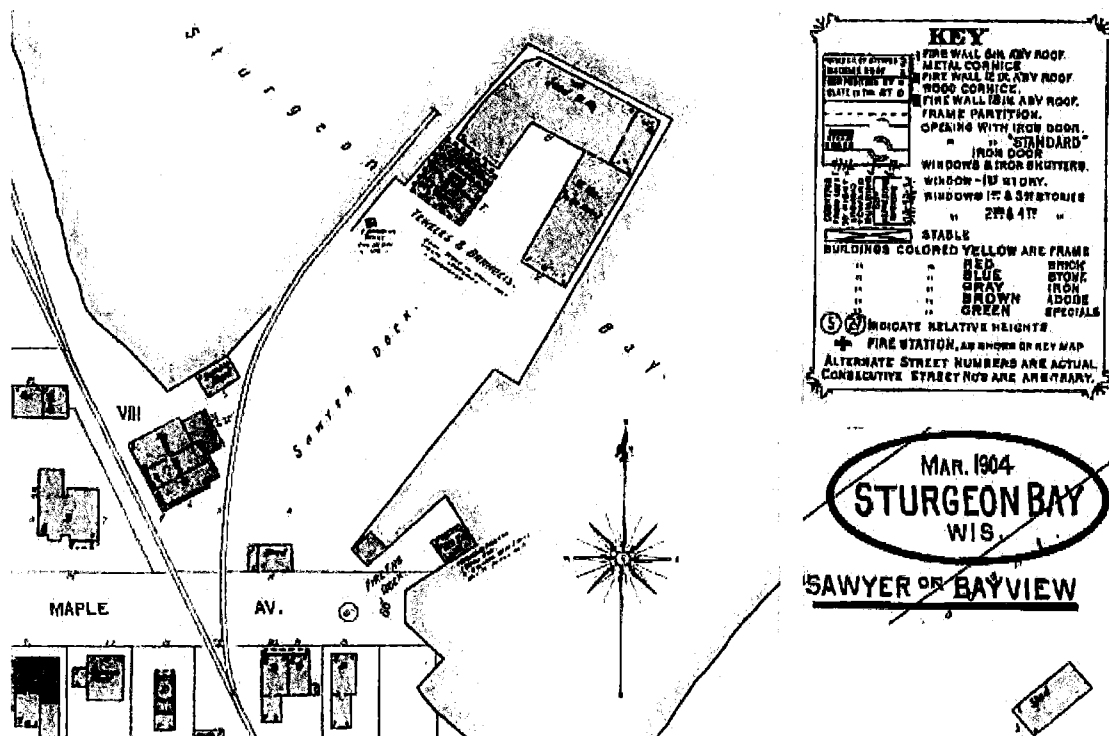


Image 3: Partial Sanborn Map - 1904



Image 4: Photograph looking North – 2018 (prior to the structure being disassembled and moved)



Image 5: Photograph looking North – 2018 (preparations for moving the structure to temporary storage location)



Image 6: Site Parcels and OHWM

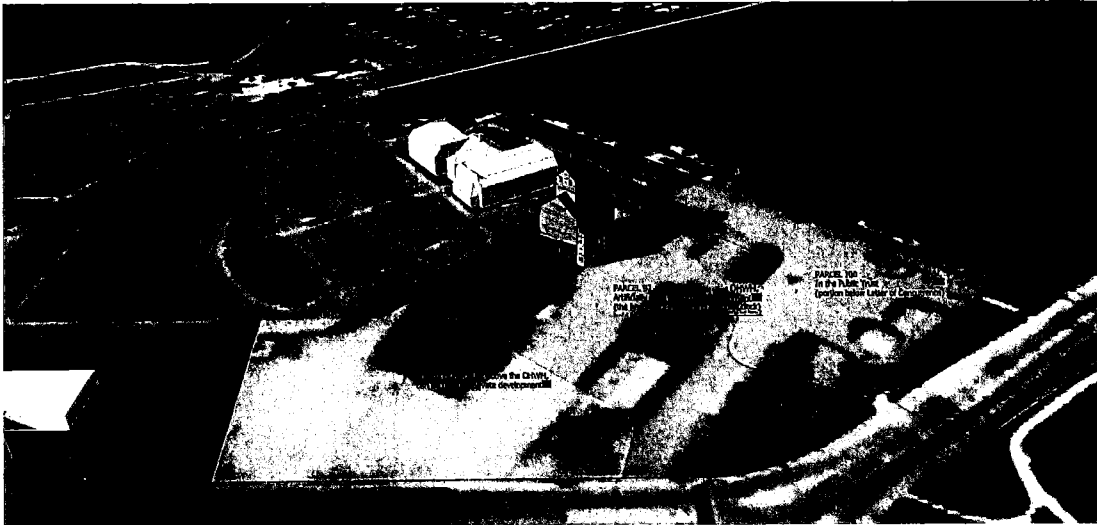


Image 7: Aerial View of Structure as proposed

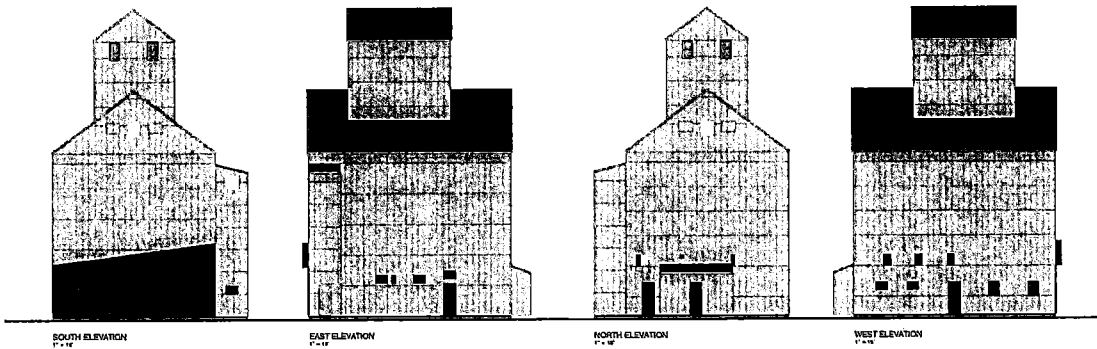


Image 8: Elevations of Structure as proposed

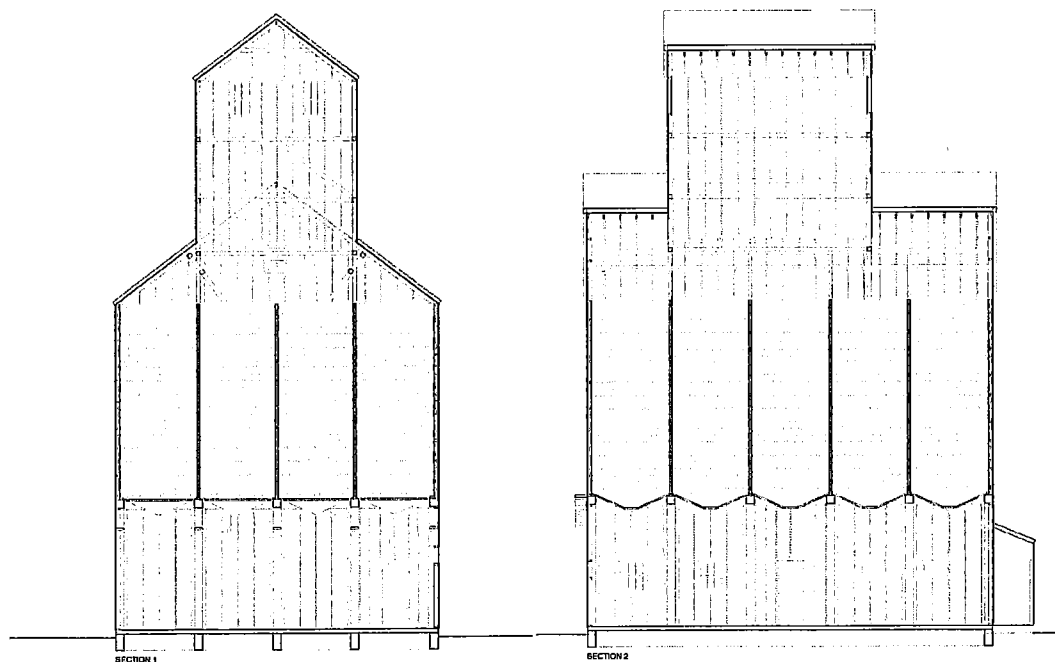
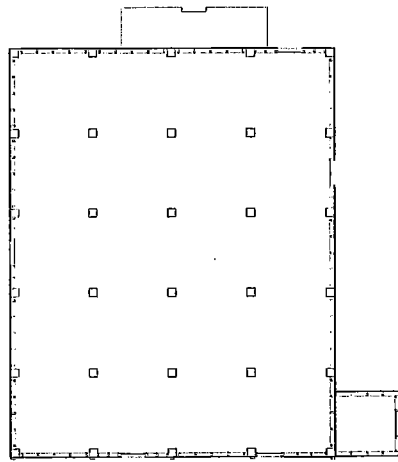
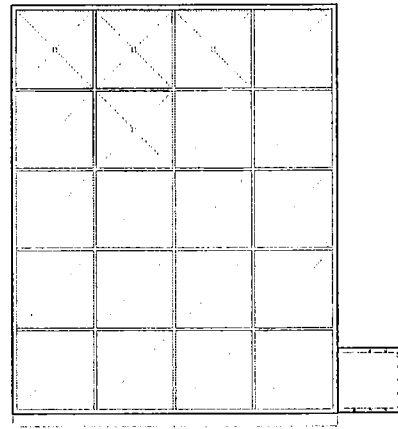


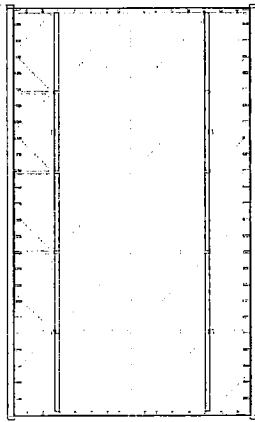
Image 9: Sections of Structure as proposed



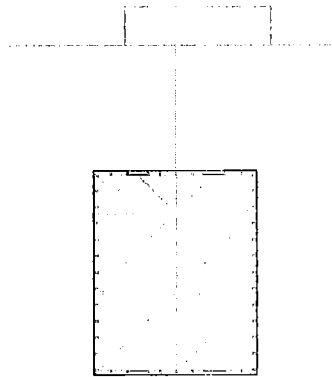
GROUND FLOOR PLAN
1" = 8'



BN LEVEL FLOOR PLAN
1" = 8'



ATTIC LEVEL FLOOR PLAN
1" = 8'



HEAD HOUSE LEVEL FLOOR PLAN
1" = 8'

Image 10: Plans of Structure as proposed

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter called the "Agreement") is made as of the ____ day of February __, 2019, by and between the THE CITY OF STURGEON BAY (the "City"), and STURGEON BAY HISTORICAL SOCIETY FOUNDATION, INC., a Wisconsin non-stock corporation ("DEVELOPER/DONOR"). The City and Developer/Donor may be individually referred to as a "Party" and collectively as the "Parties."

RECITALS

A. The City owns ~~has title to~~ a vacant parcel ~~or of~~ real property legally described on the attached Exhibit A (the "Property").

B. Included with the legal description of the Property is land that lies below the ordinary high water mark of the waters of the State of Wisconsin and, therefore, irrespective of its legal description and any riparian rights held by the City, is owned by and subject to the jurisdiction of the State of Wisconsin. Hereafter in this Agreement, that part of the Property that is owned by the City will be referred to as the "City Land" and that part of the Property that is owed by the State will be referred to as the "Lakebed Land." A map of the Property showing the boundary between the City Land and the Lakebed Land is attached hereto as Exhibit B.

C. The Property is the subject of a remediation plan approved by the Wisconsin Department of Natural Resources ("WDNR") in relation to BRRTS File Nos. 03-15-000659, 02-15-544253 and 06-15-560738 (the "Remediation Plan"), but ~~the~~ Property remains an active remediation site.

D. Developer/Donor owns a structure known as the Teweles and Brandeis Grain Elevator (the "Granary"), which is officially listed on the Wisconsin Registry of Historic Places and on the National Registry of Historic Places and was formerly located upon the existing pilings on the Lakebed Land.

E. The Granary is currently located on property owned by Shipyard Development, LLC, but Shipyard Development, LLC has given notice to Developer/Donor that the Granary must be moved from its current location within 30 days of January 4, 2019.

F. ~~Developer/Donor desires to convey the Granary to the City at no cost, and the City has accepted the gift, which involves temporarily moving the Granary onto a part of the Lakebed Land, place the Property and permanently placing it on a base in its former location at the Property.~~

G. ~~Donor has agreed to then make certain renovations to repair and restore the foundation and structural integrity of the Granary (such repair and restoration, together with the relocation of the Granary, collectively referred to as the "Project") and, upon completion of the Project, convey the Granary to the City.~~

Commented [PMB1]: It does not appear that Remediation Plan covers Granary- It was drafted for the Sawyer Hotel Property, Remedy Implementation Work Plan, Rev. #2 dated October 5, 2015.

Commented [PMB2]: See new section 2(a) below re: interim location so that restoration work on structure can proceed in parallel with foundation work. This is the preferred approach to minimize the Project timeline.

Commented [PMB3]: The Project contemplates restoration (a defined term for historical structures) as historical harbor facility that is up to Code for access by the public. Not "renovation" for new use SBHS is not the developer.

Lakebed Land in the form of the attached Exhibit F, which shall be immediately effective with respect to any use of the Project Site by Donor or its contractors or consultants that, in the opinion of the State Board of Commissioners of Public Lands, does not require a Lakebed Lease. The Property subject to the Lakebed Lease is hereinafter referred to as the "Project Site." A depiction of the Project Site is attached hereto as Exhibit G.

(c) Access Easement. ~~Developer~~Concurrently with the execution of the Sublease, the City shall have been granted Donor a temporary access easement from the City over the City Land to the border of the Lakebed Land in the form as attached hereto and marked Exhibit H, for the purpose of ingress and egress to the Project Site by ~~Developer~~Donor and its contractors. For purposes of ~~Developer~~Donor's responsibilities regarding access to and condition and maintenance use and occupancy of the Project Site under this Agreement, the land covered by the temporary access easement shall be included in the term "Project Site."

Commented [PMB5]: The "Project Site" needs to be an area greater than the footprint of the structure plus a 25-foot perimeter on all sides. The 25-foot area is a final maintenance easement. Construction vehicle parking and material staging will require a larger area, approx. 160 x 120' for temporary storage of the Granary structure and construction staging where restoration work can be done on it before it is replaced on the foundation.

Commented [PMB6]: The proposed access easement crosses a low area where water ponds.

(d) Permits and Approvals. ~~Developer~~Donor shall have procured all permits and approvals required for the transportation of the Granary to the Project Site, the placement of the Granary upon pilings sufficient to support the Granary, and the ~~renovation~~restoration of the Granary. ~~Developer shall have presented the City with a study from an a Wisconsin-licensed professional engineer satisfactory to the City and the State of Wisconsin that details the methods and estimated cost of providing a sufficient base of support for the Granary, which shall include an analysis of the condition and suitability of the pilings that exist on the Project Site.~~

(e) Plans. ~~Developer~~Donor shall have presented plans of the Project (the "Plans") to the City's Finance, Purchasing and Building Committee (the "Property Committee") and, if required by the Property Committee, shall re-submit the Plans and obtain the Property Committee's approval to the Plans for approval. At a minimum, the Plans which shall include a site plan and ~~renovation checklist~~restoration design parameters and shall demonstrate demonstrating that the Project, when completed, will comply with all applicable federal, state and municipal code requirements, including, but not limited to, the International Existing Building Code as specified by the State, by the City Engineer and its designated building inspectors, SAFEbuilt Inc., that are necessary for the public use of the structure (collectively "Codes"). Without limitation, The Plans shall demonstrate that the Granary, when renovatedrestored, will conform to the City's zoning code, including maximum building height, and floodplain provisions. ~~Developer~~Donor shall also submit to the City written evidence satisfactory to the City in its sole discretion that the Plans conform to the requirements of the Wisconsin Registry of Historic Places and the National Registry of Historic Places. The Plans shall also include provisions for the landscaping and/or ground cover of the entire Project Site installed as of the date the Project is completed. At any time during the construction of the Project, ~~Developer~~Provided that such Plans are compliant with this subsection (c), the City shall approve the Plans within 30 days of submittal. Donor may submit to the City proposed revisions in the approved Plans in order to enhance the achievement of the objectives of this Agreement and to improve and refine the previously approved Plans. The Property Committee shall endeavor to indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the proposed revisions to the previously approved Plans. Revised Plans which comply with this subsection (c) shall be approved within thirty (30) days of submission.

Commented [PMB7]: Is this the appropriate committee for reviewing plans or receiving report of City engineer for determination of applicable Code compliance? Project does not involve City financing or purchasing.

Commented [PMB8]: SBHS's engineer suggested language—unfamiliar with what is being requested as a "checklist"

Commented [PMB9]: Subject to review to determine if zoning code as amended with respect to building height requirements contemplates additional height of granary that may be necessary to comply with floodplain provisions.

Commented [PMB10]: This is likely going to be determined by the Remediation Plan.

(lg) Endowment Agreement. The City and the Foundation Donor shall have entered into an agreement, by which the Foundation Donor shall maintain, for the sole benefit of the City in regard to the operation and maintenance of the renovated restored Granary, an endowment in the principal amount of \$130,000, ~~which shall be funded in whole (if the City has not exercised recourse and has no claim to recourse of the cash collateral held pursuant to the Collateral Pledge Agreement) or in part, by the City's delivery to the Foundation of any funds remaining from the cash collateral subject to the Collateral Pledge Agreement. To the extent such cash collateral funds are insufficient to fund the endowment as required, sufficient funds to do so shall be contributed by the Foundation. The foregoing notwithstanding, if, after conveyance of the Granary to the City, in the determination of the City, the funds in the endowment are insufficient to operate or maintain the Granary as necessary, the City may demand request and, to the extent of donor funds granted to the Donor and dedicated to the Granary in any respect are available to the Foundation, the Foundation Donor shall promptly increase funds in the endowment to make up the project insufficiency in the funds necessary to operate and maintain the Granary as necessary. The endowment agreement shall allow the funds to be available as a remedy for default as provided in Section 9(c) of this Agreement.~~

Commented [PMB15]: Gift contemplates endowment fund for continued maintenance. Operation is dependent upon final use determined by the City based on cost benefit.

(m) ~~Payment Bond.~~ Unless Developer has contracted with a general contractor that, in the sole determination of the City, is of a financial strength and responsibility as to not require the same, Developer shall have delivered to the City a performance bond from the general contractor for the Project in all respects satisfactory to the City from a bonding company satisfactory to the City and in the amount of one and one-half times the total of the approved budget.

(n) ~~Performance Bond.~~ Unless Developer has contracted with a general contractor that, in the sole determination of the City, is of a financial strength and responsibility as to not require the same, Developer shall have delivered to the City a performance bond from the general contractor for the Project, in all respects satisfactory to the City from a bonding company satisfactory to the City that will insure the completion of the Project according to the approved budget, as the same may be modified.

(oh) Proof of Funds. The City shall have received written assurance from the Foundation Donor that it has sufficient funds in hand, dedicated solely to the Project, and including the 10% contingency fund, to complete the Project, according to the approved Donor's projected Project budget. The written assurance shall state that the Plans as approved by the City satisfy the Foundation's contingency for payment of Foundation funds for the Project, as required in Section 1 (g) above.

(pi) Proof of Insurance. Developer Donor shall have delivered to the City proof of compliance with the insurance requirements in Section 3(i) below in the form of (a) a certificate of insurance; and (b) copies of the required policies of insurance.

(qj) City's Insurance. The City shall have received a commitment from an insurer or insurers acceptable to the City that the City may obtain property and casualty insurance and liability insurance in coverage amounts and with premiums acceptable to the City in its sole discretion that are at least commensurate with Donor's coverage requirements under Section 3(i) below.

issued by the City. Outstanding, minor "punchlist" items shall not prevent issuance of such permit(s).

3. General Project Requirements. As long as DeveloperDonor has reason to be upon the Project Site to complete the Project or the date of substantial completion of the Project, whichever is later, DeveloperDonor shall abide by the following requirements:

(a) Access to Project Site. DeveloperDonor and its contractors and consultants shall use only such roads, driveways and pathways as designated by the City for ingress and egress to the Project Site. ~~The City reserves the right to change such access points from time to time as the City determines in its best interests.~~

Commented [PMB20]: Designated access goes through low area/pond on the property.

(b) Quality of Work. All work performed by or for DeveloperDonor or DeveloperDonor's consultants and contractors shall be performed in a good and workmanlike manner ~~and acceptable to the City in all respects in accordance with the approved Plans.~~

(c) Non-Discrimination. In employing any contractor or purchasing any materials for the Project, DeveloperDonor shall not discriminate on the basis of race, color, religion, sex or national origin or any applicable law or regulation.

(d) Compliance with Laws. DeveloperDonor shall comply with all applicable federal, state, and municipal codes throughout the Project. ~~Without limitation, DeveloperDonor shall comply with the requirements set forth on the attached Exhibit J. Nothing in this Agreement shall require the City to issue any permit, variance, exception or other approval unless DeveloperDonor satisfies the requirements for such permit, variance, exception or other approval. Without limitation, Developer and its consultants and contractors shall not violate the terms of the Remediation Plan.~~

Commented [PMB21]: See above. Need to confirm that floodplain requirements for increased height do not conflict with building height maximum.

(e) Reports, Information and City Inspections. ~~During the period of renovation~~ Upon commencement of the Project, DeveloperDonor shall provide updates monthly ~~and as more frequently requested by the City concerning the progress of the Project and any issues having a material effect on the Project. The City may come upon the Project Site at any time the City deems appropriate for the purpose of inspecting the Project and investigating its status and any matters that may affect the Project. The City shall endeavor to give advance notice of any such inspection to DeveloperDonor, which may be verbal notice, but the failure to give such notice shall not preclude the City from making any such inspection. The City may also discuss the status of construction with DeveloperDonor's general contractor and any subcontractor, consultant or material supplier for the Project.~~

(f) Fill. Without the City's prior consent, which the City may withhold in its absolute discretion, DeveloperDonor shall not use any of the fill currently located on the Project Site or the City Land, all such fill belonging to the City and intended for compliance by the City with the Remediation Plan. DeveloperDonor shall ensure that all fill brought upon the Project Site has been inspected, is clean and free of any Hazardous Materials as defined in Section 7(ed) below.

(g) Cooperation with City on Remediation. DeveloperDonor shall perform the Project in a manner consistent with the Plans and ~~that does not violate any of the terms of the~~

(iv) Insurance Companies. Each insurance company providing insurance to DeveloperDonor or any contractor required to provide insurance hereunder shall be licensed to do business in the State of Wisconsin and shall be in all respects acceptable to the City and have an AM Best rating of at least A-X.

(j) Vacating Project Site. Upon completion of the Project, DeveloperDonor shall promptly remove or cause to be removed from the Project Site all equipment used by DeveloperDonor and DeveloperDonor's consultants or contractors in performing the Project and shall repair and restore those portions of the Project Site to reasonably equivalent condition as existed prior to such activities or to the condition required by the Plans.

4. Conveyance of Granary and Termination of Sublease.

(a) Price and Transfer Documents. No later than 10 days after the date of substantial completion of the Project, DeveloperDonor shall execute and deliver to the City in exchange for payment by the City of \$1.00: (a) an acknowledgement of termination of the Sublease; and (b) a warranty bill of sale as to the Granary (the "Bill of Sale"), representing and warranting to the City that the Granary is being conveyed to the City free and clear of any liens, encumbrances or third party claims. DeveloperDonor and the City shall execute and deliver all other documents required to close the transfer of the Granary to the City. DeveloperDonor shall also deliver to the City a list of all contractors and suppliers that provided labor or materials to the Project and final lien waivers from each of the same. Upon conveyance of the Granary, it shall be deemed to be a fixture, not separate from the Project Site. Until such time, however, it shall be deemed personal property, belonging to DeveloperDonor and subject to the terms of the Lakebed Lease.

(b) Closing Costs. DeveloperDonor shall pay all costs associated with the transfer of ownership of the Granary to the City, including, without limitation, recording fees and attorney fees incurred by the City in relation to the transfer. Each party shall be responsible to pay its own attorneys' fees.

(c) Use Restriction. As long as the Granary continues to be located upon the Lakebed Land, it may only be used for public purposes, and the City shall not transfer the Granary in place to any person or entity who intends to use the Granary for purposes other than public purposes. If, within the period of years after the date of this Agreement, the Granary, in place, is determined to be in part or entirely on the City Land, for that period, the Granary shall continue to be used for a public purpose, irrespective of its ownership by the City or a private party.

5. Property "As Is." DeveloperDonor represents and warrants to the City that it has had a sufficient opportunity to inspect the Project Site and that DeveloperDonor accepts the Project Site for purposes of performing the Project "AS IS, WHERE IS, WITHOUT REPRESENTATIONS OR WARRANTIES by the City. DeveloperDonor, for itself and anyone performing labor, providing materials, consulting with DeveloperDonor, or otherwise on the Project Site in relation to the Project at the request or direction of DeveloperDonor or anyone acting on DeveloperDonor's behalf, including all employees, contractors, material suppliers, consultants and agents to DeveloperDonor, waives all rights to damages arising out of the condition of the Project Site.

indemnify and hold harmless the City, its council members, officers, employees, agents, contractors, insurers and attorneys, and all persons claiming under or through them (the "City Indemnified Parties") of and from all demands, damages, fines, liability, costs, fees (including reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity), judgments, awards and any other sums due or claimed due and relating in any way to the presence of any of the Developer/Donor Parties upon the Project Site or their involvement in the Project, including, without limitation, any claims waived under Section 5 above.

(b) Developer/Donor's Environmental Indemnity. Developer/Donor shall indemnify, pay on behalf of, defend and hold the City Indemnified Parties harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):

(a) arising from ~~the actual existence, treatment, the deposit, release, storage, or disposal of any hazardous substances as defined under Environmental Laws, whether on or off the Project Site that occurs as a result of performance of the Project by Developer/Donor or by anyone upon the Project Site during performance of the Project at Developer/Donor's request or for Developer/Donor's benefit; or~~ (b) arising from the breach of any warranty, covenant or representation of Developer to the City or any other obligation of Developer to the City, under this Agreement.

Commented [PMB24]: SBHS will not undertake to indemnify for existence of hazardous substances which are noted as being on the site and which are subject to DNR remediation plan.

(c) General City Indemnity. The City, for itself, its council members, officers, employees, agents, contractors, insurers and attorneys, and all persons claiming under or through them (the "City Parties"), shall protect, defend, indemnify and hold harmless the Donor, its officers, directors, members, employees, agents, contractors, insurers and attorneys, and all persons claiming under or through them (the "Donor Indemnified Parties") of and from all demands, damages, fines, liability, costs, fees (including reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity), judgments, awards and any other sums due or claimed due as a result of the City Parties' negligent or intentional acts or omissions related to the Project Site or the City Land.

(d) Hazardous Materials Defined. As used herein, the term "hazardous materials or substances" means (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 *et seq.*; the Toxic Substance Control Act, 15 U.S.C. 2601 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. *et seq.*; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f *et seq.*; the Clean Air Act, 42 U.S.C. 7401 *et seq.*; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation

~~(i) — Failure to Make Payment. Developer fails to make any payment required in relation to the Project and such payment continues for period of ten (10) days after its due date;~~

(ii) Failure to Provide Insurance. DeveloperDonor or any contractor that is required to provide insurance under this Agreement fails to maintain the required insurance and such insurance is not reinstated within one business day of its cancellation or termination;

(iii) Failure to Abide by Other Terms. DeveloperDonor fails to perform any other of its obligations under this Agreement and such failure continues for a period of 30 days from the date of notice from the City to DeveloperDonor; provided, however, if such cure cannot reasonably be accomplished within such 30 days and the delay in cure does not materially impair the financial interests of the City, and if DeveloperDonor promptly commences cure with the 30 days of notice and diligently pursues cure thereafter, DeveloperDonor shall have a reasonable time, not to exceed 30 days after the initial 30 days (a total of 60 days) to cure;

(iviii) Misrepresentation. Any representation or warranty of DeveloperDonor in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;

~~(v) — Fraud and Other Illicit Behavior. Any officer or director of Developer is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of: (1) fraud; or (b) indecent or illicit behavior that in the determination of the City would threaten the reputation of Developer or Developer's ability to complete the Project according to the requirements of this Agreement;~~

~~— (vi) — Insolvency. Developer is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;~~

(vii) Involuntary Liens. Any lien, other than a lien for taxes not yet due and payable, is imposed upon the Project Site or the Granary involuntarily due to the acts or omissions of DeveloperDonor and such lien is not removed within sixty (60) days of demand by the City;

(viii) Dissolution. DeveloperDonor dissolves or otherwise goes out of existence or ceases to be an active entity; or

(ixviii) Default Under Sublease. DeveloperDonor fails to abide by the terms of the Sublease and such failure continues beyond any applicable cure period provided in the Sublease.

(b) Default by City.

in before the removal of the Granary (but with any reinforcement of pilings and placement of fill and other measures that the City determines benefit the Project Site) as reasonably practicable;

~~(vii) — Recourse to Collateral Pledge Agreement. Take and use the funds pledged pursuant to the Collateral Pledge Agreement to pay for the costs of: (i) removing the Granary and restoring the Project Site; or (ii) completing the Project, as elected by the City in its sole discretion; and (iii) paying any damages incurred by the City in relation to the Event of Default;~~

~~(viii) — Recourse to Bonds. Seek performance of payment under the performance and payment bonds, as provided therein;~~

~~(ix) — Transfer Sale or Salvage of Granary. To the extent an Event of Default by the City delays or precludes the commencement or continuation of the Project, Deem the Granary to be a fixture on the Project Site, title to which has transferred to the City, subject to the Lakebed Lease, this right to be exercised and accomplished by the City giving written notice to Developer of its election to consider the Granary to a fixture upon the Project Site and therefore subject to the City's rights under the Lakebed Lease. Donor may maintain the Granary on City-owned property pursuant to the Sublease until such time as Donor arranges for the sale or salvage, but in any event no later than 90 days from Donor's giving notice of the City's default;~~

~~(v) — Refund of Endowment. Upon an Event of Default by City, Donor shall be entitled to a refund of all principal and interest in the endowment fund established for maintenance of the Granary.~~

~~(xviii) — Other Remedies. Pursue any other remedies available to the City at law or in equity;~~

~~(ix) — Interest. Collect interest on all damages at the rate of 12% percent per annum from the date such amount was due; and~~

~~(xii) — Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City, by virtue of the Event of Default, in the event the City is the prevailing party in an action to enforce Donor's obligations under this Agreement.~~

~~(cd) — Limitation of Damages. The foregoing notwithstanding, neither of the Parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. The City reserves all rights to the immunity and damage limitations afforded the City by statute, including, without limitation, s.893.80 of the Wisconsin Statutes.~~

(d) No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive the City non-defaulting Party of or limit such rights in any

(fg) No Partnership. This Agreement does not create any partnership or joint venture between the Parties or render any Party liable for any of the debts or obligations of any other Party.

(gh) Headings. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.

(hi) Notices. A notice, demand or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested or delivered personally:

To Developer/Donor: Sturgeon Bay Historical Society Foundation, Inc.
221 N 6th Avenue
Sturgeon Bay, WI 54235
Attn: President

To the City: City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI 54235
Attn: Mayor

or to such other address, within the United States, with respect to a Party as that Party may from time to time designate in writing and forward to the other as provided in this section. A copy of any notice, demand or other communication under this Agreement given by a Party under this Agreement to any other Party under this section shall be given to each other Party to this Agreement.

(ij) No Merger/Survival. Any obligation of Developer/Donor that has not been fully performed prior to transfer of possession of the Granary shall not be deemed to have terminated, but, unless expressly waived in writing, shall survive such transfer of possession and be in force and effect until performed.

(jk) Counterparts and Signatures. This Agreement may be signed in counterparts. Except as may be required for purposes of recording, photocopied, electronic and facsimile signatures shall have the same effect as original signatures.

[Signature and notarization pages follow.]

STATE OF WISCONSIN :
: SS.
COUNTY OF DOOR :

Personally came before me this ____ day of February, 2019, the above-named Stephanie Reinhardt, the clerk of the City of Sturgeon Bay, to me known to be the clerk of that city and the person who executed the foregoing instrument and acknowledged the same as to the act of that city by its authority.

*
Notary Public, State of Wisconsin
My Commission: _____

STATE OF WISCONSIN :
: SS.
COUNTY OF DOOR :

Personally came before me this ____ day of February, 2019, the above-named Christie Weber, the president of the Sturgeon Bay Historical Society Foundation, Inc., a Wisconsin non-stock corporation, to me known to be the president of that corporation and the person who executed the foregoing instrument and acknowledged the same as to the act of that corporation by its authority.

*
Notary Public, State of Wisconsin
My Commission: _____

EXHIBIT B
MAP OF PROPERTY SHOWING BOUNDARY
OF CITY LAND AND LAKEBED LAND

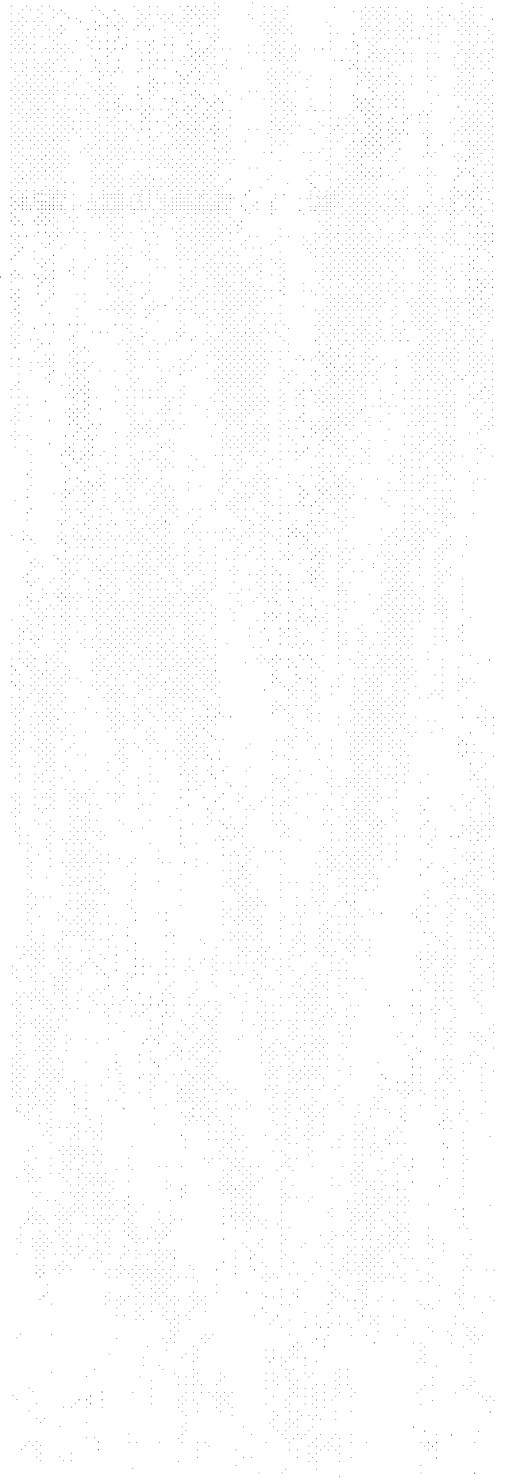


EXHIBIT D

LETTER RE: TRANSFER OF OWNERSHIP OF GRANARY

EXHIBIT F
LAKEBED SUBLEASE

EXHIBIT H
TEMPORARY ACCESS EASEMENT

EXHIBIT J

CERTAIN PROJECT REQUIREMENTS

- ~~1. A new foundation shall be designed in accordance with Wisconsin's commercial building code (IBC) as required by IBC 1202.3 and 1302.2. The foundation design shall cover any proposed or intended use of the building and associated design loads per IBC CH-16-19.~~
- ~~2. The relocated and its disassembled sections of the Granary will require a licensed professional to inspect the building's various structural components, and connections to verify that the various structural components have not sustained structural damage as a result of the move or disassembly process (IBC 1302.7). Any increase of design loads due to a change of use shall also be structurally evaluated for the increased design load requirements (IBC 1007.1).~~
- ~~3. Commercial building plans shall be submitted for State commercial plan review and approval per SPS 361.30. Plan review will be required for the foundation design, any alterations, additions or change of building use different from a granary storage use.~~
- ~~4. As the Granary is over 50,000 cubic feet a Wisconsin licensed architect/engineer shall be responsible for the design and supervision of the project per SPS 361.40 and shall submit plans to the State per SPS 361.30. Submittal and approval is required prior to work commencing (SPS 361.32 and City Ordinance Section 45.01).~~
- ~~5. Electrical, plumbing and HVAC systems shall be designed by Wisconsin registered designers and the person responsible for supervision shall also be responsible for the construction and installation of the systems per SPS 361.40.~~