



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, MAY 7, 2019
7:00 P.M. OR IMMEDIATELY FOLLOWING
BOARD OF PUBLIC WORKS WHICH BEGINS AT 6:30 P.M.
COUNCIL CHAMBERS, CITY HALL – 421 MICHIGAN ST
DAVID J. WARD, MAYOR**

1. Call to order.
2. Pledge of Allegiance.
3. Roll call.
4. Adoption of agenda.
5. Certificate of Appreciation presented to Retiree Gary DeGreef (1990-2019).
6. Presentation: Green Tier Legacy Communities.
7. Presentation: Door County Civility Project.
8. Public Comment.
9. Consideration of the following bills: General Fund – \$144,499.27, Capital Fund - \$41,612.75, Cable TV - \$5,101.67, TID #4 - \$12,656.62, and Solid Waste Enterprise Fund - \$15,889.10 for a grand total of \$219,759.41. roll call]
10. **CONSENT AGENDA**

* All items listed with an asterisk (*) are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests before the Adoption of the Agenda, in which event the item will be removed from the Consent Agenda and considered immediately following the consent agenda.

* a. Approval of 4/16/19 regular minutes Common Council minutes.

* b. Approval of the following minutes:

- (1) Sturgeon Bay Utility Commission – 3/12/19
- (2) Bicycle and Pedestrian Advisory Board – 4/1/19
- (3) Ad Hoc West Waterfront Planning Committee – 4/4/19
- (4) Zoning Board of Appeals – 4/9/19
- (5) Finance/Purchasing & Building Committee – 4/9/19
- (6) Board of Canvassers – 4/11/19
- (7) Police & Fire Commission – 4/24/19
- (8) Joint Park & Recreation Committee/Board Meeting – 4/24/19
- (9) Community Protection & Services Committee – 4/30/19

* c. Place the following reports on file:

- (1) Bank Reconciliation – December 2018
- (2) Revenue & Expense Report – December 2018
- (3) Bank Reconciliation – March 2019
- (4) Revenue & Expense Report – March 2019
- (5) Inspection Department Report – March 2019
- (6) Fire Department Report – March 2019

- * d. Consideration of: Approval of beverage operator licenses.
 - * e. Consideration of: Approval of Six Month Class B Beer licenses.
 - * f. Disallowance of Claim Resolution re: Randall Leamer Claim from February 13, 2019.
 - * g. Community Protection & Services Committee recommendation re: Mayor and City Administrator submit a letter of support in discussing the future of the Door to Door program to the Door County Board of Supervisors.
 - * h. Community Protection & Services Committee recommendation re: Approve the changes to Chapter 35 – Code of Conduct and Chapter 36 – Code of Ethics of the Municipal Code.
 - * i. Finance/Purchasing & Building Committee recommendation re: Accept the contract from Door County Inspections, LLC for building inspections services for the City of Sturgeon Bay.
11. Mayoral appointments.
 12. Second reading of ordinance re: Rezoning from Mixed Residential and Commercial (C-5) to Planned Unit Development (PUD) and shall be subject to the site plan and requirements for parcel #281-62-25002202.
 13. First reading of Chapter 35 – Code of Conduct and Chapter 36 – Code of Ethics of the Municipal Code.
 14. Organization of: Common Council Meetings.
 - a. Day & Time of Meeting.
 - b. Public Comment Policy.
 - c. Policy for the preparation of agendas and meeting packets.
 - d. How to express interest in citizen committee appointment.
 15. Items to be Included on Future Agendas (New Business).
 16. City Administrator report.
 - a. Update on pending litigation
 - i. Wal-Mart property tax assessment
 - ii. Lewis Krueger / Stone Harbor property tax assessment
 17. Committee Chairperson Reports:
 - a. City Plan Commission
 - b. Finance/Purchasing & Building Committee
 - c. Park & Recreation Committee
 18. Mayor's report
 19. Convene in closed session in accordance with the following exemption:

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

Consideration of: Council response to the matter of John Wiese, Tom Wulf, Fran Shefchik, Mark Holdridge, Mike Langenhorst, et. al. vs. Wisconsin Department of Natural Resources.

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

20. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 5.3.19

Time: 12:00pm

By: WM

DATE: 04/30/2019
TIME: 14:55:12
ID: AP443000.CST

9.

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

9.

INVOICES DUE ON/BEFORE 05/07/2019

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
GENERAL FUND				
LIABILITIES				
19610	RICHARD STUEWER	04/19 HEALTH INS REIMB	01-000-000-21530	314.77
R0001559	JEREMY BENGTON	SEASONAL SLIP RFND/BENGTON	01-000-000-46250	2,500.00
R0001559		STATE TX REFND/BENGTON	01-000-000-24214	125.00
R0001559		COUNTY TAX REFUND/BENGTON	01-000-000-24215	12.50
R0001560	DAVID BONTEMPO	LARGE ITEM COLLECT RFND/BONTMPO	01-000-000-48120	25.00
R0001563	LARRY BUSSE	SEASONAL SLIPP REFND/ L BUSSE	01-000-000-46250	2,500.00
R0001563		STATE TAX REFUND/L BUSSE	01-000-000-46250	125.00
R0001563		COUNTY TAX REFUND/L BUSSE	01-000-000-24215	12.50
TOTAL LIABILITIES				5,614.77
BALLFIELD LIGHTING				
WPPI ENG	WPPI ENERGY	05/19 ATHLETIC FLD LIGHT PROJ	01-000-981-70000	1,365.39
TOTAL BALLFIELD LIGHTING				1,365.39
TOTAL GENERAL FUND				6,980.16
MAYOR				
23830	WOLTER ENGRAVING	MAYOR NAME PLATE	01-100-000-54999	11.00
TOTAL				11.00
TOTAL MAYOR				11.00
CITY COUNCIL				
03133	CELLCOM WISCONSIN RSA 10	03/19 COUNCIL CELLPHONES	01-105-000-58999	217.98
03950	DAVIS KUELTHAU	PUBLIC OFFL PROG REGIST/BACON	01-105-000-55600	20.00
03950		PUBLIC OFFL PROG REG/WILLIAMS	01-105-000-55600	20.00
03950		PUBLIC OFFL PROG REG/REETHS	01-105-000-55600	20.00
03950		PUBLIC OFFL PROG REG/NAULT	01-105-000-55600	20.00
04549	DOOR COUNTY ECONOMIC DEVELOPME	LEGISLATIVE DAYS SPONSORSHIP	01-105-000-58999	2,500.00
14865	GARY NAULT	FUEL REIMBURSE/NAULT	01-105-000-55600	29.00
17700	QUILL CORPORATION	CREDIT	01-105-000-54999	-11.99
17700		12 CALCULATORS	01-105-000-54999	51.48
17700		11 DRAWER ORGANIZERS	01-105-000-54999	48.29
17700		LIFESAVERS	01-105-000-54999	9.99
17700		OFFICE SUPPLIES CHAMBERS	01-105-000-54999	79.93
23830	WOLTER ENGRAVING	4 ALDER NAME PLATES	01-105-000-54999	44.00
23830		NAME/DESK PLATE-REETHS	01-105-000-54999	11.30
USBANK	US BANK	CELLPHONE COVER	01-105-000-58999	31.65
USBANK		BUSINESS CARDS/MAYOR WARD	01-105-000-54999	40.08
TOTAL				3,131.71
TOTAL CITY COUNCIL				3,131.71
LAW/LEGAL				
03950	DAVIS KUELTHAU	03/19 GENERAL LEGAL MATTERS	01-110-000-55010	7,002.00
16555	PINKERT LAW FIRM, LLP	03/19 LITIGATION MATTERS/BOES	01-110-000-55010	202.50

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
16555		03/19 LITIGATION MATTERS/KOLSK	01-110-000-55010	157.50
16555		03/19 TRAFFIC MATTERS	01-110-000-55010	2,362.50
BUELOW	BUELOW, VETTER, BUIKEMA,	03/19 GENERAL LABOR	01-110-000-57900	354.00
STAFFORD	STAFFORD ROSENBAUM LLP	03/19 AUDIT LEGAL MATTERS	01-110-000-55010	121.00
TOTAL				10,199.50
TOTAL LAW/LEGAL				10,199.50
CITY CLERK-TREASURER				
03330	VALERIE CLARIZIO	GFOA CONF AIRFARE /CLARIZIO	01-115-000-55600	504.00
17700	QUILL CORPORATION	LABELS/POST IT NOTES	01-115-000-51950	76.57
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	LEGAL PADS/PENS	01-115-000-51950	38.11
BUBRICKS		ROLL ADD MACHINE PAPER	01-115-000-51950	5.69
USBANK	US BANK	MTAW SPRING CONF REG/CLARIZIO	01-115-000-55600	130.00
TOTAL				754.37
TOTAL CITY CLERK-TREASURER				754.37
ADMINISTRATION				
01766	AURORA MEDICAL GROUP	PRE EMPLOY SCREEN/RASMUSSEN	01-120-000-54999	141.00
17700	QUILL CORPORATION	6 AWARD PLAQUE FRAMES	01-120-000-51950	122.94
19841	ROTARY CLUB OF STURGEON BAY	2019 2ND QTR DUES/VANLIESHOUT	01-120-000-56000	190.00
USBANK	US BANK	MEAL EXPNSE/VANLIESHOUT	01-120-000-55600	6.64
USBANK		LODGING LEG DAYS/VANLIESHOUT	01-120-000-55600	149.00
TOTAL				609.58
TOTAL ADMINISTRATION				609.58
COMPUTER				
03101	CDW GOVERNMENT, INC.	SPEAKERS	01-125-000-54999	10.52
03101		VERIDESK-CDVL	01-125-000-54999	437.87
03101		3 IPADS & COVERS/DSTRCT 1,3,7	01-125-000-55550	1,452.81
04696	DOOR COUNTY TREASURER	03/19 INTERNET USAGE	01-125-000-55550	100.00
04696		03/19 TECH SUPPORT	01-125-000-55550	2,500.00
04696		JAN/FEB OVERCHARGE	01-125-000-55550	-150.00
04696		03/19 2G INTERNET	01-125-000-55550	375.00
TOTAL				4,726.20
TOTAL COMPUTER				4,726.20
CITY ASSESSOR				
ASSO APP	ASSOCIATED APPRAISAL	5.7.19 CONTRACT	01-130-000-55010	1,333.33
TOTAL				1,333.33

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INVOICES DUE ON/BEFORE 05/07/2019

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
			TOTAL CITY ASSESSOR	1,333.33
BUILDING/ZONING CODE ENFORCEMENT				
SAFEBUILD	SAFE BUILT	MARCH PERMITS	01-140-000-55010	5,136.17
		TOTAL		5,136.17
		TOTAL BUILDING/ZONING CODE ENFORCEMENT		5,136.17
MUNICIPAL SERVICES ADMIN.				
03133	CELLCOM WISCONSIN RSA 10	03/19 CHAD CELL SVC	01-145-000-58250	24.79
06600	FRV INC	PLOTTER TONERS	01-145-000-51300	310.23
17700	QUILL CORPORATION	CASE 11X17 COPY PAPER	01-145-000-51950	76.99
USBANK	US BANK	LODGING LEG DAYS/SHEFCHIK	01-145-000-55600	164.00
USBANK		MEAL EXPNSE/SHEFCHIK-SPETZ	01-145-000-55600	44.31
USBANK		WI SOC LAND SURVEYR DUES/SPETZ	01-145-000-56000	180.00
USBANK		FUEL	01-145-000-55600	36.35
USBANK		MEAL EXPNSE	01-145-000-55600	10.86
		TOTAL		847.53
		TOTAL MUNICIPAL SERVICES ADMIN.		847.53
PUBLIC WORKS ADMINISTRATION				
03133	CELLCOM WISCONSIN RSA 10	03/19 STEVE CELL SVC	01-150-000-58250	31.78
03133		03/19 MIKE CELL SVC	01-150-000-58250	43.86
03133		03/19 CELL SVC	01-150-000-58250	7.54
22800	WALMART COMMUNITY	OFFICE SUPPLIES	01-150-000-51950	25.76
22800		OFFICE SUPPLIES	01-150-000-51950	5.50
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	PAPER	01-150-000-52800	150.00
BUBRICKS		ASSORTED OFFICE SUPPLIES	01-150-000-51950	61.96
STAPLES	WISCONSIN DOCUMENT IMAGING LLC	ANNL COPIER CONTRACT	01-150-000-56250	884.00
		TOTAL		1,210.40
		TOTAL PUBLIC WORKS ADMINISTRATION		1,210.40
ELECTIONS DEPARTMENT				
USBANK	US BANK	POSTAGE/BALLOTS	01-155-000-54999	55.00
USBANK		FELT TIP MARKERS/BALLOTS	01-155-000-54999	38.30
USBANK		VOTED TODAY STICKERS	01-155-000-54999	55.78
		TOTAL		149.08
		TOTAL ELECTIONS DEPARTMENT		149.08

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GENERAL FUND				
CITY HALL				
03159	CHARTER COMMUNICATIONS	03/19 FIRE CABLE SVC	01-160-000-58999	110.36
04575	DOOR COUNTY HARDWARE	GARMENT HOOK	01-160-000-51400	5.99
04575		MICROFIBER CLOTH/RUB ALCOHOL	01-160-000-51850	6.78
04966	EAGLE MECHANICAL INC	WTRMAIN MAIN VALVE REPAIR	01-160-000-55300	159.87
05500	ENERGY CONTROL AND DESIGN INC	1 24V VALVE ACTUATOR	01-160-000-58999	76.88
05500		1 OVERRIDE TIMER	01-160-000-58999	68.86
05500		3 BLUE BULBS	01-160-000-58999	0.42
19880	STURGEON BAY UTILITIES	421 MICHIGAN ST	01-160-000-56150	2,166.95
19880		421 MICHIGAN ST	01-160-000-58650	233.02
23730	WPS	421 MICHIGAN ST-CITY HALL	01-160-000-56600	1,310.97
VIKING	VIKING ELECTRIC SUPPLY, INC	4 PK LIGHT BULBS	01-160-000-55300	20.93
WARNER	WARNER-WEXEL WHOLESALE &	CLEANING SUPPLIES	01-160-000-51850	35.88
TOTAL				4,196.91
TOTAL CITY HALL				4,196.91
GENERAL EXPENDITURES				
04696	DOOR COUNTY TREASURER	03/19 CITY HALL PHONE SVC	01-199-000-58200	109.54
04696		03/19 FIRE PHONE SVC	01-199-000-58200	49.91
04696		03/19 MUNICIPAL SVC PHONE SVC	01-199-000-58200	29.88
04696		03/19 POLICE PHONE SVC	01-199-000-58200	37.25
08167	GANNETT WISCONSIN NEWSPAPERS	ORD 1355-0219 PUBLICATION	01-199-000-57450	100.96
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	COPY PAPER	01-199-000-55650	203.94
MEDIVAN	MEDIVAN, INC	48 AUDIOMETRIC TEST @ 19.66 EA	01-199-000-55605	943.68
STAPLES	WISCONSIN DOCUMENT IMAGING LLC	BLACK/WHITE COPIES	01-199-000-55650	1,104.00
STAPLES		COLOR COPIES	01-199-000-55650	1,260.00
STAPLES		COPIER D051 MAINTENANCE	01-199-000-55650	152.00
WIPFLI	WIPFLI LLP	2018 AUDIT BILLING	01-199-000-55150	4,500.00
WIPFLI		PROGRESS BILLNG 12/31/18 AUDIT	01-199-000-55150	2,500.00
TOTAL				10,991.16
TOTAL GENERAL EXPENDITURES				10,991.16
POLICE DEPARTMENT				
06013	FBINAA WISCONSIN CHAPTER	FBIBAA TRAINING REG/PORTER	01-200-000-55600	85.00
06013		FBINAA TRAINING REG/BRINKMAN	01-200-000-55600	85.00
22800	WALMART COMMUNITY	PENS	01-200-000-51950	2.92
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	ASSORTED OFFICE SUPPLIES	01-200-000-51950	68.76
USBANK	US BANK	MEAL EXPNSE/PORTER	01-200-000-55600	20.23
USBANK		MEAL EXPNSE/PORTER	01-200-000-55600	12.41
USBANK		MEAL EXPNSE/PORTER	01-200-000-55600	8.02
USBANK		MEAL EXPNSE/PORTER	01-200-000-55600	10.52
USBANK		LODGING/PORTER	01-200-000-55600	90.16
USBANK		LODGING/PORTER	01-200-000-55600	88.46
USBANK		BOOTS/BRINKMAN	01-200-000-52900	94.94
USBANK		USB B350 MOTHERBOARD/FOREN LAB	01-200-000-55500	89.66
USBANK		SANDISK SSD PLUS/FORENSICS	01-200-000-55500	126.58
USBANK		10 PACK DATA CARTRIDGE	01-200-000-55500	240.00
TOTAL				1,022.66

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CITY OF STURGEON BAY
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INVOICES DUE ON/BEFORE 05/07/2019

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
TOTAL POLICE DEPARTMENT				1,022.66
POLICE DEPARTMENT/PATROL				
03133	CELLCOM WISCONSIN RSA 10	03/19 CELLPHONES	01-215-000-58250	990.12
03133		03/19 MIFI WIRELESS ROUTERS	01-215-000-58250	273.34
04696	DOOR COUNTY TREASURER	03/19 FUEL BILL	01-215-000-51650	3,460.13
19880	STURGEON BAY UTILITIES	SUNSET PRK BOAT LAUNCH	01-215-000-56150	11.28
19880		110 S NEENAH AVE CAMERA	01-215-000-56150	11.37
19880		NAUTICAL DRIVE CAMERA	01-215-000-56150	8.73
21450	THE UNIFORM SHOPPE	2 UNIFORM PANTS/JOSE	01-215-000-52900	141.90
23640	WISCONSIN DEPT OF JUSTICE	3 TIME ACCESS CHARGE	01-215-000-58999	150.00
23640		21 OFFICER SUPPORT CHARGE	01-215-000-58999	252.00
920DETAI	920DETAILING,LLC	CLEAN INTER/EXTERIOR-FORD EXPL	01-215-000-58600	150.00
GLOBALRE	GLOBAL RECOGNITION, INC	YEARS OF SVC PLAQUE/BIRMINGHAM	01-215-000-54999	115.92
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	MAINTENANCE CHEV HHR	01-215-000-58600	835.56
JIM FORD		MAINTENANCE CHEV MMR	01-215-000-58600	131.86
JIM FORD		'09 EXPLORER MAINTENANCE	01-215-000-58600	394.62
JIM FORD		SQUAD 80 MAINTENANCE	01-215-000-58600	87.73
JIM FORD		SQUAD 20 MAINTENANCE	01-215-000-58600	26.00
JIM FORD		CSO VEHICLE MAINTENANCE	01-215-000-58600	27.69
JIM FORD		CSO VEHICLE MAINTENANCE	01-215-000-58600	26.00
R0000048	SHELL FLEET PLUS	OUT OF TOWN FUEL	01-215-000-51650	31.30
R0000048		FEDERAL EXCISE TAX CREDIT	01-215-000-51650	-2.37
USBANK	US BANK	FUEL/HOUGAARD	01-215-000-51650	29.50
USBANK		DARE CLASS SUPPLIES/R MIELKE	01-215-000-54999	527.74
USBANK		BOOTS/HOUGAARD	01-215-000-52900	113.10
USBANK		MEAL EXPNSE/HENRY	01-215-000-55600	18.66
USBANK		LODGING/HENRY	01-215-000-55600	102.08
USBANK		LODGIN SALES TAX CREDIT	01-215-000-55600	-20.10
USBANK		MEAL EXPNSE/HENRY	01-215-000-55600	9.80
USBANK		FUEL	01-215-000-51650	40.55
USBANK		2005 JEEP PLATE RENEWAL	01-215-000-58600	76.28
USBANK		MEAL/PORTER	01-215-000-54999	8.81
USBANK		FUEL	01-215-000-51650	32.02
USBANK		FUEL	01-215-000-51650	31.50
USBANK		FUEL	01-215-000-51650	25.30
USBANK		FUEL	01-215-000-51650	50.60
USBANK		FUEL	01-215-000-51650	31.00
USBANK		VEHICLE MAINTENANCE/CLEANING	01-215-000-58550	51.69
USBANK		LED DASH LIGHTS/GRILLE MOUNT	01-215-000-58600	342.97
USBANK		NWTC HOMICIDE CONF REG/MIELKE	01-215-000-55600	225.00
USBANK		I CLOUD STORAGE	01-215-000-58250	0.99
USBANK		LAPTOP SLEEVE	01-215-000-54999	14.48
USBANK		MEAL EXPNSE/ALBERTSON	01-215-000-55600	23.05
USBANK		MEAL EXPNSE/ALBERTSON	01-215-000-55600	12.29
USBANK		MEAL EXPNSE/ALBERTSON	01-215-000-55600	10.02
USBANK		LODGIN/ALBERTSON	01-215-000-55600	164.00
TOTAL				9,044.51
TOTAL POLICE DEPARTMENT/PATROL				9,044.51

INVOICES DUE ON/BEFORE 05/07/2019

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
POLICE DEPT. / INVESTIGATIONS				
22800	WALMART COMMUNITY	USB DRIVES	01-225-000-51500	28.88
USBANK	US BANK	SBPD BADGE ARTWORK	01-225-000-51500	250.00
TOTAL				278.88
TOTAL POLICE DEPT. / INVESTIGATIONS				278.88
FIRE DEPARTMENT				
02005	BAY ELECTRONICS, INC.	PAGER PROGRAM	01-250-000-57550	47.25
04150	DEJARDIN CLEANERS LLC	GEAR REPAIR	01-250-000-56250	23.00
04520	DOOR AND KEWAUNEE COUNTY	2019 ANNL FIRE ASSOC DUES	01-250-000-56000	25.00
04696	DOOR COUNTY TREASURER	FUEL	01-250-000-51650	1,554.82
06012	FASTENAL COMPANY	DRILL BIT & OIL	01-250-000-54999	36.61
11700	KALIN MONTEVIDEO	PRKING FEE REIMB/MONTEVIDEO	01-250-000-55600	30.00
16352	PENFLEX, INC	LOSA FEE	01-250-000-50377	80.00
18287	TIM DIETMAN	CONF TRNSPRTATION REIMB/DIETMN	01-250-000-55600	25.18
19880	STURGEON BAY UTILITIES	92 E MAPLE STREET	01-250-000-56675	6.22
19880		MARTIN PARK RESTROOM	01-250-000-56675	6.22
19880		421 MICHIGAN ST	01-250-000-56675	133.25
19880		TRUCK FILL	01-250-000-56675	41.00
19880		MEM FLD SPRINKLER	01-250-000-56675	49.73
19880		MEM FLD WARMING HOUSE	01-250-000-56675	49.73
19880		SALT SHED	01-250-000-56675	6.22
19880		CITY GARAGE	01-250-000-56675	49.73
19880		GARLAND PARK	01-250-000-56675	6.22
19880		SUNSET PARK CONSN CNTR	01-250-000-56675	49.73
19880		FRANK GRASSE MEM SHELTER	01-250-000-56675	15.54
19880		OTUMBA PARK	01-250-000-56675	6.22
19880		W SIDE WARMING HOUSE	01-250-000-56675	6.22
19880		W SIDE FIRE STATION	01-250-000-56675	49.73
19880		W SIDE FIRE STATION	01-250-000-56150	95.50
19880		W SIDE FIRE STATION	01-250-000-58650	86.07
19880		38 S NEENAH AVE PAVILLION	01-250-000-56675	6.22
19880		NEENAH AVE RESTROOMS	01-250-000-56675	31.08
19880		JAYCEE BALLFLD STAND	01-250-000-56675	15.54
19880		JC BALLFLD SPRINKLER	01-250-000-56675	49.73
19880		W SIDE BALLFLD LTS	01-250-000-56675	31.08
19880		GIRLS LITTLE LEAGUE	01-250-000-56675	49.73
19880		14TH AVE WARNING SIREN	01-250-000-56150	8.24
19880		QUINCY ST BALLFLD	01-250-000-56675	49.73
19880		MADISON AVE SPRINKLER	01-250-000-56675	15.54
19880		PENNSYLVANIA ST DOCK	01-250-000-56675	15.54
19880		GREEN BAY RD SIREN	01-250-000-56150	15.75
19880		EAST SIDE DOCK	01-250-000-56675	6.22
19880		COVE RD/CANAL RD	01-250-000-56150	14.50
19880		1ST AVE MARINA/RSTRM	01-250-000-56675	49.73
19880		KENTUCKY ST CITY PRK RAMP	01-250-000-56675	6.22
19880		KENTUCKY ST DOCK	01-250-000-56675	15.54
19880		KENTUCKY ST CITY MARINA	01-250-000-56675	49.73
19880		SIGN SHED	01-250-000-56675	6.22
19880		CHERRY BLOSSOM PARK	01-250-000-56675	15.54
19880		58 VACANT LOTS QTRLY BILLING	01-250-000-56675	1,082.28
19880		CLAY BANKS SIREN	01-250-000-56150	15.78
23730	WPS	656 S OXFORD AVE-WS FIRE	01-250-000-56600	174.44

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
ADVANCED	ADVANCED DISPOSAL	WASTE DISPOSAL	01-250-000-54999	35.12
ADVANCED		REFUSE	01-250-000-54999	23.79
STATEEMP	DEPT OF ADMINISTRATION	PT TESTING	01-250-000-57100	175.00
USBANK	US BANK	CABLE--PROGRAMMING	01-250-000-54999	29.78
USBANK		UNIFORM PANTS	01-250-000-52900	59.95
USBANK		DRONE CASE	01-250-000-51350	65.75
USBANK		MONTHLY DATA	01-250-000-58250	377.29
USBANK		WIS STATE DUES/DIETMAN	01-250-000-56000	95.00
USBANK		WI STATE DUES/MONTEVIDEO	01-250-000-56000	95.00
USBANK		UNIFORM BOOTS	01-250-000-52900	303.05
USBANK		STORAGE CASE	01-250-000-51350	65.75
USBANK		CREDIT RETURN	01-250-000-51350	-49.00
USBANK		FLASH DRIVES	01-250-000-51950	24.97
USBANK		LIMIT SWITCH E4	01-250-000-53000	18.00
USBANK		FIRE OFFICER CLASS/9 ONLINE	01-250-000-55600	690.76
USBANK		DRONE PROPS	01-250-000-54999	44.00
USBANK		DOOR,HNGES,PLYWOOD/TRNING SITE	01-250-000-51405	342.13
USBANK		STATION FUEL	01-250-000-51650	11.73
USBANK		STATION FUEL	01-250-000-51650	17.64
USBANK		STATION FUEL	01-250-000-51650	16.45
USBANK		CPR CERT CARDS	01-250-000-52250	286.72
USBANK		TRAINING/REHAB	01-250-000-54999	39.74
TOTAL				6,972.19
TOTAL FIRE DEPARTMENT				6,972.19
COMPOST/SOLID WASTE SITE				
03025	CAPTAIN COMMODES INC	PORT A POTTI/COMPOST SITE	01-320-000-57700	50.00
19880	STURGEON BAY UTILITIES	COMPOST SITE	01-320-000-56150	8.24
TOTAL				58.24
TOTAL COMPOST/SOLID WASTE SITE				58.24
STREET SWEEPING				
04575	DOOR COUNTY HARDWARE	10 FASTENERS	01-330-000-51400	18.90
TOTAL				18.90
TOTAL STREET SWEEPING				18.90
ROADWAYS/STREETS				
14826	NORTHEAST ASPHALT, INC.	10.37 TN COLD MIX @ 86.50	01-400-000-52200	897.01
TOTAL				897.01
TOTAL ROADWAYS/STREETS				897.01

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
SNOW REMOVAL				
ADVAUTO	GENERAL PARTS DISTRIBTION LLC	SNOWPLOW LAMP KIT	01-410-000-51400	131.74
TOTAL				131.74
TOTAL SNOW REMOVAL				131.74
STREET SIGNS AND MARKINGS				
04575	DOOR COUNTY HARDWARE	YOKE END	01-420-000-52100	6.49
TOTAL				6.49
TOTAL STREET SIGNS AND MARKINGS				6.49
STREET MACHINERY				
04575	DOOR COUNTY HARDWARE	GARDEN HOSE	01-450-000-52700	35.99
04575		TUBING	01-450-000-52150	11.16
04696	DOOR COUNTY TREASURER	03/19 FUEL 312.81G	01-450-000-51650	782.34
04696		03/19 DSL FUEL 1436.43G	01-450-000-51650	4,135.48
06012	FASTENAL COMPANY	1 5/8": CLEVIS PIN	01-450-000-53000	52.33
13150	MASTERCRAFT WELDING SYSTEM	14'X1/4"X3" FLATBAR	01-450-000-53000	40.00
13150		11'X4'X1/2" PLATE STEEL	01-450-000-53000	100.00
ADVAUTO	GENERAL PARTS DISTRIBTION LLC	STARTER SOLENOID	01-450-000-53000	24.59
ADVAUTO		UNIVERSAL JOINT KIT	01-450-000-53000	23.19
ADVAUTO		20 INSTINCT	01-450-000-53000	13.39
ADVAUTO		STARTER BUTTTON	01-450-000-53000	9.79
ADVAUTO		BATTERY CABLE LUG	01-450-000-53000	5.48
ADVAUTO		3 BATTERIES	01-450-000-53000	261.27
ADVAUTO		LUBRICANT	01-450-000-52150	6.79
ADVAUTO		ASTRO GRIP	01-450-000-52150	18.47
EH WULF	E.H. WOLF & SONS, INC.	142.1G 15W40 OIL & DELIVERY	01-450-000-53000	1,355.63
EH WULF		53.6 G 10W30 OIL @ 8.49 PER G	01-450-000-53000	455.06
ISTATE	I-STATE TRUCK CENTER	TRUCK LAMP ASSEMBLY	01-450-000-53000	82.14
ISTATE		SHIPPING	01-450-000-53000	10.23
TOTAL				7,423.33
TOTAL STREET MACHINERY				7,423.33
CITY GARAGE				
04545	DOOR COUNTY COOPERATIVE/NAPA	GARAGE DOOR OPENER BELT	01-460-000-55300	9.40
04575	DOOR COUNTY HARDWARE	NOZZLE	01-460-000-52700	19.18
06012	FASTENAL COMPANY	WELDING RODS	01-460-000-54999	41.51
08167	GANNETT WISCONSIN NEWSPAPERS	BID NOTICE-DPW VEHICLE	01-460-000-54999	20.73
19880	STURGEON BAY UTILITIES	SALT SHED	01-460-000-56150	110.41
19880		CITY GARAGE	01-460-000-56150	960.82
19880		CITY GARAGE	01-460-000-58650	97.52
22800	WALMART COMMUNITY	SAFETY SUPPLIES/BANDAIDS	01-460-000-52350	9.82
23709	WISCONSIN LIFT TRUCK CORP.	ANNL TRUCK MAINTENANCE	01-460-000-56250	116.28
23709		FILTER/OIL CHNGE	01-460-000-56250	196.20
23730	WPS	835 N 14TH AVE-CITY GARAGE	01-460-000-56600	1,307.18

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
AMER O D	AMERICAN OVERHEAD DOOR	DOOR REPAIRS/4 HRS LABOR	01-460-000-56250	340.00
AMER O D		SPARY LUBE	01-460-000-56250	8.00
AMER O D		1 COILED CORD	01-460-000-56250	51.00
USBANK	US BANK	TIME CLOCK/TIME CARDS	01-460-000-54999	226.76
USBANK		4 YR PROTECTION PLAN	01-460-000-54999	11.27
USBANK		ASSORTED GLOVES	01-460-000-52350	290.71
USBANK		TIME CARDS	01-460-000-54999	48.04
TOTAL				3,864.83
TOTAL CITY GARAGE				3,864.83
HIGHWAYS - GENERAL				
19880	STURGEON BAY UTILITIES	808 S DULUTH AVE SIGN	01-499-000-58000	8.92
19880		1536 EGG HRBR RD TRFFC LITE	01-499-000-58000	21.35
19880		N 14TH AVE/EGG HRBR RD TRFFC	01-499-000-58000	27.61
19880		TRFFC WARNING LIGHTS	01-499-000-58000	5.50
19880		ORNAMENTAL STREET LIGHTS	01-499-000-58000	4,664.92
19880		OVERHEAD STREET LIGHTS	01-499-000-58000	6,839.50
19880		MADISON AVE TRFFC LGHTS	01-499-000-58000	131.12
19880		WALNUT & LANSING SIGN	01-499-000-58000	7.71
19880		OLD HWY RD SIGN	01-499-000-58000	8.54
CHRISTEN	CHARLES N. CHRISTENSEN	SAFETY CLOTHNG REIMB/CHRISTNSN	01-499-000-56800	17.08
GIESSEMA	CASEY GIESSEMAN	SAFETY BOOTS/GIESSEMAN	01-499-000-56800	167.47
TOTAL				11,899.72
TOTAL HIGHWAYS - GENERAL				11,899.72
PARK & RECREATION ADMIN				
03133	CELLCOM WISCONSIN RSA 10	03/19 MIKE CELL SVC	01-500-000-58250	43.85
03133		03/19 CELL SVC	01-500-000-58250	7.55
03133		03/19 CELL SVC	01-500-000-58250	24.79
22800	WALMART COMMUNITY	ZIPLOC BAGS	01-500-000-52250	11.32
USBANK	US BANK	REGISTER INK CARTRIDGES	01-500-000-51950	71.47
USBANK		SALES TAX CREDIT	01-500-000-51950	-3.73
USBANK		ADD MACHINE INK CARTRIDGE	01-500-000-51950	8.49
TOTAL				163.74
TOTAL PARK & RECREATION ADMIN				163.74
PARKS AND PLAYGROUNDS				
01766	AURORA MEDICAL GROUP	PRE EMPLOY DRUG SCREE/SEASONAL	01-510-000-57100	603.00
03025	CAPTAIN COMMODOES INC	PORT A POTTI/DOG PARK	01-510-000-54999	80.00
04575	DOOR COUNTY HARDWARE	MOP STICK/SPONGE	01-510-000-51850	19.36
04575		SUMP PUMP	01-510-000-51850	189.99
04575		CREDIT RETURN-SUMP PUMP	01-510-000-51850	-189.99
04575		CARPET FRESH	01-510-000-51850	5.18
04575		FLEX COUPLING	01-510-000-51850	4.99

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GENERAL FUND				
04575		KEY/HARDWARE	01-510-000-52700	9.79
04575		MATERIALS	01-510-000-54999	32.56
04575		ROLLER COVERS	01-510-000-52100	16.57
04575		ASSORTED MATERIALS	01-510-000-51350	103.35
04696	DOOR COUNTY TREASURER	03/19 FUEL 195.50G	01-510-000-51650	488.95
04696		03/19 DSL FUEL 14.39G	01-510-000-51650	41.43
04966	EAGLE MECHANICAL INC	GASKETS 3 @ 1.48	01-510-000-54999	4.44
04966		CLOSET SPUD	01-510-000-54999	14.00
06012	FASTENAL COMPANY	SAFETY PINS	01-510-000-58600	2.69
06012		SAFETY PINS	01-510-000-58600	5.38
19880	STURGEON BAY UTILITIES	MARTIN PARK PAVILLION	01-510-000-56150	8.24
19880		MARTIN PARK RESTROOM	01-510-000-58650	8.00
19880		MEM FLD WARMING HOUSE	01-510-000-56150	103.19
19880		MEM FLD WARMING HOUSE	01-510-000-58650	53.67
19880		GARLAND PARK	01-510-000-56150	8.24
19880		GARLAND PARK	01-510-000-58650	8.00
19880		SUNSET PARK CONSN CNTR	01-510-000-56150	236.96
19880		SUNSET PAKR CONSN CNTR	01-510-000-58650	51.40
19880		FRANK GRASSE MEM SHELTER	01-510-000-56150	13.72
19880		FRANK GRASSE MEM SHELTER	01-510-000-58650	11.40
19880		OTUMBA PARK	01-510-000-56150	8.24
19880		OTUMBA PARK	01-510-000-58650	8.00
19880		W SIDE WARMING HOUSE	01-510-000-56150	15.45
19880		W SIDE WARMING HOUSE	01-510-000-58650	8.00
19880		JAYCEE BALLFLD STAND	01-510-000-56150	8.24
19880		JAYCEE BALLFLD STAND	01-510-000-58650	11.40
19880		421 MICHIGAN FLAG LIGHT	01-510-000-56150	26.81
19880		MEM FLD PRK LOT	01-510-000-56150	13.72
19880		W SIDE BALLFLD LTS	01-510-000-58650	18.00
19880		MEM FLD COMPLEX	01-510-000-56150	247.14
19880		GIRLS LITTLE LEAGUE	01-510-000-58650	27.00
19880		OTUMBA PRK WALKWAY	01-510-000-56150	12.25
19880		QUINCY ST BALLFLD	01-510-000-58650	27.00
19880		EAST SIDE DOCK	01-510-000-58650	43.83
19880		FLORIDA ST/SUNSET PRK	01-510-000-56150	14.01
19880		SIGN SHED	01-510-000-56150	11.47
19880		SIGN SHED	01-510-000-58650	8.00
19880		CHERRY BLOSSOM PARK	01-510-000-56150	8.24
19880		CHERRY BLOSSOM PARK	01-510-000-58650	11.40
19959	SUPERIOR CHEMICAL CORP	2 DZ URINAL SCREENS @ 93.75	01-510-000-51850	187.50
19959		SHIPPING	01-510-000-51850	10.89
23730	WPS	335 S 14TH AVE-MEM FLD	01-510-000-56600	187.89
USBANK	US BANK	LINEAR ACTUATOR/KUBOTA TRCTR	01-510-000-53000	32.95
USBANK		VERIDESK/DEGRAVE	01-510-000-54999	522.23
USBANK		6 BEARINGS @2.50/EUREKA	01-510-000-52100	15.00
USBANK		SHIPPING	01-510-000-52100	7.50
USBANK		50 PC FUSE KIT	01-510-000-54999	3.71
USBANK		DRILL DOCTOR WHEEL	01-510-000-54999	17.66
USBANK		DRILL DOC SHARPENER	01-510-000-54999	134.99
USBANK		FUSES	01-510-000-54999	10.75
USBANK		SHIPPING	01-510-000-54999	8.93
USBANK		TAX	01-510-000-54999	8.83
TOTAL				3,611.54
TOTAL PARKS AND PLAYGROUNDS				3,611.54

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GENERAL FUND				
BALLFIELDS				
13049	MAY'S SPORT CENTER	TINE SET FOR BALLFLD DRAG	01-520-000-54999	389.98
TOTAL				389.98
TOTAL BALLFIELDS				389.98
MUNICIPAL DOCKS				
19880	STURGEON BAY UTILITIES	36 S NEENAH AVE PRKING LOT	01-550-000-56150	162.63
19880		38 S NEENAH AVE PAVILLION	01-550-000-56150	8.24
19880		38 S NEENAH AVE PAVILLION	01-550-000-58650	8.00
19880		NEENAH AVE RESTROOMS	01-550-000-56150	21.91
19880		NEENAH AVE RESTROOMS	01-550-000-58650	18.00
23730	WPS	36 S NEENAH AVE-RESTROOM	01-550-000-56600	17.88
TOTAL				236.66
TOTAL MUNICIPAL DOCKS				236.66
WATERFRONT PARKS & WALKWAYS				
19880	STURGEON BAY UTILITIES	DC MUSEUM WALKWAY	01-570-000-56150	13.52
19880		DC MUSEUM PKG LOT	01-570-000-56150	170.36
19880		JUNIPER ST WALKWAY LTS	01-570-000-56150	108.51
19880		JUNIPER ST PRKING LOT	01-570-000-56150	64.90
19880		PENNSYLVANIA ST DOCK	01-570-000-58650	11.40
19880		KENTUCKY ST WTRFRNT	01-570-000-56150	108.96
19880		1ST AVE MARINA/RSTRM	01-570-000-56150	221.06
19880		1ST AVE MARINA/RSTRM	01-570-000-58650	52.91
19880		KENTUCKY ST CITY PRK RAMP	01-570-000-56150	223.47
19880		KENTUCKY ST DOCK	01-570-000-58650	11.40
19880		KENTUCKY ST CITY MARINA	01-570-000-58650	27.00
TOTAL				1,013.49
TOTAL WATERFRONT PARKS & WALKWAYS				1,013.49
EMPLOYEE BENEFITS				
19730	STURGEON BAY VISITOR CENTER	\$25 GIFT CERT WELLNESS COMM	01-600-000-50550	25.00
EBC CORP	EMPLOYEE BENEFITS CORPORATION	03/19 FEES	01-600-000-50510	122.50
EBC CORP		04/19 FEES	01-600-000-50510	122.50
TOTAL				270.00
TOTAL EMPLOYEE BENEFITS				270.00
PUBLIC FACILITIES				
04696	DOOR COUNTY TREASURER	2019 1ST QTR MAINT COSTS	01-700-000-56850	14,902.14
TOTAL				14,902.14

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
TOTAL PUBLIC FACILITIES				14,902.14
COMMUNITY & ECONOMIC DEVLPMT				
17700	QUILL CORPORATION	CASE 11X17 COPY COPER	01-900-000-52800	76.99
17700		1 BLK TONER CARTRIDGE	01-900-000-51950	166.99
17700		LABELS	01-900-000-51950	15.99
TOTAL				259.97
TOTAL COMMUNITY & ECONOMIC DEVLPMT				259.97
TOTAL GENERAL FUND				112,743.12
CAPITAL FUND				
PATROL				
LIABILITY				
ROGERAND	ROGER J.ANDERSON AND	05/19 INDUSTRIAL PRK LAND PURCH	10-000-000-23169	8,000.00
TOTAL LIABILITY				8,000.00
TOTAL PATROL				8,000.00
CITY CLERK--TREASURER				
EXPENSE				
EMMONS	EMMONS BUSINESS INTERIORS	4 OFFICE CHAIRS/CLERKS OFFICE	10-115-000-59030	1,627.43
TOTAL EXPENSE				1,627.43
TOTAL CITY CLERK--TREASURER				1,627.43
CITY HALL				
EXPENSE				
04966	EAGLE MECHANICAL INC	HEATING ELEMENT	10-160-000-59999	27.24
04966		ANTISIPHON BALLCOCK VALVE	10-160-000-59999	27.46
04966		LABOR	10-160-000-59999	134.63
04966		EXPENDABLE SUPPLIES	10-160-000-59999	3.00
TOTAL EXPENSE				192.33
TOTAL CITY HALL				192.33
FIRE DEPARTMENT				
EXPENSE				
PAULCONW	PAUL CONWAY SHIELDS	HELMETS	10-250-000-59050	2,119.23
TOTAL EXPENSE				2,119.23
TOTAL FIRE DEPARTMENT				2,119.23

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CAPITAL FUND				
ROADWAYS/STREETS				
ANNUAL RESURFACING & BASE REP.				
R0000421	WI DEPT OF TRANSPORTATION	OREGON BRIDGE EPOXY OVERLAY	10-400-110-59095	7,352.86
TOTAL ANNUAL RESURFACING & BASE REP.				7,352.86
TOTAL ROADWAYS/STREETS				7,352.86
PARKS AND PLAYGROUNDS				
EXPENSE				
06580	FOTH AND VAN DYKE	SVCS THRU 01/19-BRADLEY LAKE	10-510-000-59025	12,339.85
06580		SVCS THRU 03/19-BRADLEY LAKE	10-510-000-59025	5,837.00
07765	GRAINGER INC	PROGRAMMABLE LOGIC RELAY	10-510-000-59075	322.03
LEE	LEE RECREATION, LLC	6 SWING SEATS	10-510-000-59025	3,770.00
USBANK	US BANK	220V LIGHT BULBS	10-510-000-59075	13.44
USBANK		FUSE BLOCK & SHIPPING	10-510-000-59075	10.25
USBANK		PUSH BOTTON SWITCHES	10-510-000-59075	9.45
USBANK		TERMINAL STRIP	10-510-000-59075	12.89
USBANK		SHIPPING	10-510-000-59075	5.99
TOTAL EXPENSE				22,320.90
TOTAL PARKS AND PLAYGROUNDS				22,320.90
TOTAL CAPITAL FUND				41,612.75
CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
MANN	MANN COMMUNICATIONS, LLC	5.7.19 CONTRACT	21-000-000-55015	5,101.67
TOTAL CABLE TV / GENERAL				5,101.67
TOTAL CABLE TV / GENERAL				5,101.67
TOTAL CABLE TV				5,101.67
TID #4 DISTRICT				
TID #4 DISTRICT				
TID #4 DISTRICT				
03950	DAVIS KUELTHAU	03/19 GRANARY LEGAL MATTERS	28-340-000-55001	10,242.92
SEH	SHORT ELLIOTT HENDERICKSON, INC	WTRFRONT PUBLC PARTICIPATION	28-340-000-58999	1,938.70
TOTAL TID #4 DISTRICT				12,181.62
T4 \$3.12 NOTES				
01761	ASSOCIATED TRUST COMPANY	TAX NOTE ANTIC NOTE 3/30/17	28-340-987-70002	475.00
TOTAL T4 \$3.12 NOTES				475.00
TOTAL TID #4 DISTRICT				12,656.62
TOTAL TID #4 DISTRICT				12,656.62

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SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
04603	HALRON LUBRICANTS INC	USED OIL PICKUP	60-000-000-52050	48.75
04696	DOOR COUNTY TREASURER	03/19 DSL FUEL 709.76G	60-000-000-51650	2,043.40
ADVANCED	ADVANCED DISPOSAL	03/19 183.42 TONS GARBAGE	60-000-000-58300	11,467.45
ADVANCED		01/19 BILLING CORRECTN GARBAGE	60-000-000-58300	45.66
ADVANCED		03/19 62.89 RECYCLING	60-000-000-58350	911.97
ADVANCED		01/19 BILLING CORRECTN RECYCLE	60-000-000-58350	5.83
ADVANCED		02/19 BILLING CORRECTN GARBAGE	60-000-000-58300	41.57
ADVANCED		02/19 BILLING CORRECTN RECYCLE	60-000-000-58350	4.85
ADVAUTO	GENERAL PARTS DISTRIBTION LLC	HDY OIL 5GAL	60-000-000-52050	151.77
ADVAUTO		HYD FLUID	60-000-000-52050	459.99
JX ENT	JX ENTERPRISES, INC.	4" FILTER KIT 2 @ 53.99	60-000-000-53000	107.98
JX ENT		AIR FILTER 2 @ 114.99	60-000-000-53000	229.98
JX ENT		10 CASES OF STF @ 36.99	60-000-000-53000	369.90
TOTAL SOLID WASTE ENTERPRISE FUND				15,889.10
TOTAL SOLID WASTE ENTERPRISE FUND				15,889.10
TOTAL SOLID WASTE ENTERPRISE				15,889.10
TOTAL ALL FUNDS				188,003.26

MANUAL CHECKS

SUN LIFE INSURANCE 04/18/19 Check # 85054 05/19 Short/Long Term Disability 01-000-000-21545	\$2,086.94
SUPERIOR VISION INSURANCE 04/18/19 Check # 85055 05/19 Vision Insurance 01-000-000-21540	\$865.19
SOUTHERN DOOR SCHOOL DISTRICT 04/22/19 Check #85056 03/19 Mobile Home Tax Payment & Lottery 01-000-000-41300	\$529.34
STURGEON BAY SCHOOLS 04/22/19 Check #85057 03/19 Mobile Home Tax Payment & Lottery 01-000-000-41300	\$13,408.20
PITNEY BOWES 04/23/19 Check # 85058 04/19 Quarterly Postage Meter Rental 01-199-000-57250	\$117.00
SECURIAN FINANCIAL GROUP 04/24/19 Check 85059 05/19 life Insurance 01-600-000-50552	\$2,063.28
SHELL FLEET PLUS 04/25/19 Check # 85062 Statement Charges 01-215-000-51650	\$49.00

ROBERT HILL LAW,LTD
04/26/19
Check #85063
Walmart 2017 Settlement
01-130-000-51910

\$12,667.20

TOTAL MANUAL CHECKS

\$31,756.15

DATE: 04/30/2019
TIME: 14:55:12
ID: AP443000.CST

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 15

INVOICES DUE ON/BEFORE 05/07/2019

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

SUMMARY OF FUNDS:				
	GENERAL FUND	112,743.12		144,499.27
	CAPITAL FUND	41,612.75		
	CABLE TV	5,101.67		
	TID #4 DISTRICT	12,656.62		
	SOLID WASTE ENTERPRISE	15,889.10		
TOTAL --- ALL FUNDS		188,003.26		219,759.41

Helm & Bacon ~~May 1, 2019~~
April 30, 2019
Spent Wastewater Mfg 4/30/19
John W. 4/30/19

COMMON COUNCIL

April 16, 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.

Mayor Birmingham presented the following outgoing alderpersons with Certificates of Appreciation: Kelly Catarozoli, Dave Ward, Barbara Allmann, and Laurel Hauser. Dave Ward presented outgoing Mayor Thad Birmingham with a Certificate of Appreciation.

The newly elected officials were seated.

Roll call: Bacon, Hayes, Williams, Avenson, Nault, Wiederanders, and Reeths were present.

Williams/Bacon to adopt agenda. Hayes/Avenson to amend the agenda to move consent agenda item 9i to the regular agenda and to discuss the closed session item, in open session, as well. Carried. Vote on original motion as amended. Carried.

The following people spoke during public comment: Bob Loss, 607 E. Walnut Dr; Will Gregory, 187 N. 9th Ave; Chris Kellems, 120 Alabama St; Matt Young, 415 W Maple St; Amy Kohnle, 902 Alabama Pl; Pam Busch, 351 N. Forestville Ave; Hans Christian, 330 N. 3rd Ave; Melissa Wolfe, 531 S. Neenah Ave; Scott Moore, 947 Pennsylvania St.

Ken Pabich and Joe Krebsbach gave a presentation to the Council on Door2Door rides. The Council members had their questions answered.

Wiederanders/Avenson to approve the following bills - General Fund - \$108,350.71, Capital Fund - \$7,668.10, Cable TV - \$4,395.19, TID #4 - \$17,608.87, and Solid Waste Enterprise Fund - \$543.86 for a grand total of \$138,566.73. Roll call: All voted aye. Carried.

Hayes/Williams to approve consent agenda:

- a. Approval of 4/2/19 regular Common Council minutes.
- b. Approval of the following minutes:
 - (1) Aesthetic Design & Site Plan Review Board – 2/25/19
 - (2) Aesthetic Design & Site Plan Review Board – 3/11/19
 - (3) Finance/Purchasing & Building Committee – 3/26/19
 - (4) Waterfront Redevelopment Authority – 4/2/19
 - (5) City Plan Commission – 4/3/19
 - (6) Community Protection & Services Committee – 4/8/19
- c. Place the following reports on file:
 - (1) Police Department Report – March 2019
- d. Consideration of: Approval of beverage operator licenses.
- e. Consideration of: Designation of official newspaper.
- f. Consideration of: Designation of Public Depositories.
- g. Consideration of: Approval of Change of Agent for Apple Valley Lanes.
- h. Consideration of: Approval of Temporary Class B Beer license for Sturgeon Bay Bass Tournament LLC.
- i. ~~Joint Park & Recreation Committee/Board recommendation re: Allow the DCSSA to move forward with the Big Hill Park trail system as discussed in the presentation with conditions. Moved to regular agenda.~~

- j. Finance/Purchasing & Building Committee recommendation re: Purchase a Ford F-550 4x4 with dump box from L&S Truck Center Appleton, WI in an amount not to exceed \$68,166, including the trade in of a 2007 Ford F-550.
- k. Finance/Purchasing & Building Committee recommendation re: Purchase a Ford F-350 R/C 4x2 from Jim Olson Ford in an amount not to exceed \$38,991, including trade in of a 2001 Chevrolet 3500.
- l. Finance/Purchasing & Building Committee recommendation re: Write off the following 2017 delinquent personal property tax account bills in the amount of \$1,475.05.
- m. Finance/Purchasing & Building Committee recommendation re: Purchase a 2019 Western Star 4700SF with plow, stainless dump box option and hood access package from Quality Truck Center of OshKosh, WI in an amount not to exceed \$167,807.00 including trade in of a 2001 Sterling L8500 with plow.
- n. Community Protection & Services Committee recommendation re: Staff adapt a form to be signed by all newly elected officials, and those appointed to City committees and commissions, with the understanding they have read the conflict of interest disclosure regarding Chapter 35, Code of Conduct and Chapter 36, Code of Ethics prior to serving.

Carried.

RECOMMENDATION

We, the Joint Park & Recreation Committee/Board, hereby recommend to Council to allow the Friends of Big Bill Park to move forward with the Big Hill Park trail system as discussed in the presentation, with the condition they maintain trails and provide signage, along with getting any permits needed and to have the Friends of Big Hill Park work with Mike Barker on the trail map for the presentation to the City Council.

PARK & RECREATION COMMITTEE/BOARD

By: Laurel Hauser, Chr.

Hayes/Avenson to adopt. Carried.

The following mayoral appointments were made:

FINANCE/PURCHASING & BUILDING COMMITTEE

Avenson/Nault to approve:

Helen Bacon, Chr.

Seth Wiederanders, Vice-Chr.

Dan Williams

PERSONNEL COMMITTEE

Hayes/Wiederanders to approve:

Dan Williams, Chr.

Helen Bacon, Vice-Chr.

Kelly Avenson

PARKING & TRAFFIC COMMITTEE

Nault/Williams to approve:

Kelly Avenson, Chr.

Kirsten Reeths, Vice-Chr.

Gary Nault

COMMUNITY PROTECTION & SERVICES COMMITTEE

Bacon/Reeths to approve:

Dan Williams, Chr.

Kirsten Reeths, Vice-Chr.

Seth Wiederanders

BOARD OF PARKS & RECREATION

Williams/Nault to approve:
David Hayes, Chr.
Gary Nault, Vice-Chr.
Helen Bacon

CITY PLAN COMMISSION

Williams/Nault to approve:
David Ward, Chr.
David Hayes

LOCAL ARTS BOARD

Avenson/Williams to approve:
Kelly Avenson

BOARD OF PUBLIC WORKS

David Ward
Helen Bacon
David Hayes
Dan Williams
Kelly Avenson
Gary Nault
Seth Wiederanders
Kirsten Reeths

Reeths/Bacon to nominate Dan Williams as Council President. Avenson/Wiederanders to nominate David Hayes as Council President. Mayor Ward ruled nominations closed. Hayes withdrew his name from the nominations. Williams was voted in as Council President.

RECOMMENDATION

We, the City Plan Commission, hereby recommend to approve the combined preliminary/final Planned Unit Development (PUD) to allow for 6 multiple-family dwelling units to be established on property located at 709 Jefferson Street, parcel # 281-62-25002202 subject to the following conditions:

1. The underlying zoning district shall remain mixed residential and commercial (C-5)
2. The additional off-street parking spaces shall be met via either written agreement from the adjoining property for collective (shared) parking area, providing evidence the minimum off-street parking requirement are met, or a payment in lieu of providing the final space shall be made. No additional off street spaces shall be created without the approval of the Plan Commission.
3. If the dwelling units are used as tourist rooming houses, each such tourist rooming house shall be restricted to a minimum seven day rental period and the total number of days within a consecutive 365 day period that each tourist rooming house may be rented shall not exceed 180 days. The 180 days shall run consecutively within each 365-day period. However, the minimum rental period and maximum rental days shall not apply to up to three tourist rooming houses.

CITY PLAN COMMISSION

By: Dennis Statz, Vice-Chair

Avenson/Hayes to adopt. Carried.

Avenson/Bacon to read in title only the first reading of the ordinance rezoning from Mixed-Residential and Commercial (C-5) to Planned Unit Development (PUD) and shall be subject to the site plan and requirements for parcel #281-62-25002202. Carried.

Williams/Reeths to refer the ordinance regarding Chapter 35 Code of Conduct back to CPS. Carried.

Bacon/Williams to refer the ordinance regarding Chapter 36 Code of Ethics back to CPS. Carried.

Avenson/Hayes to read in title only and adopt the second reading of the ordinance re: Text amendments to Section 20.29(1) of the Municipal Code – Zoning Code – Accessory Building Height Requirements. Carried.

Avenson/Hayes to read in title only and adopt the second reading of the ordinance re: Text amendment from Section 20.10(2)(c)11 of the Municipal Code – Zoning Code – Detached accessory Dwelling Units. Carried.

Nault/Reeths to adopt resolution re: submit application to the State of Wisconsin Department of Natural Resources authorizing Municipal Services Director to sign for grant application/process. Carried.

The following items were requested for future agendas: Council – Presentation of Green Tier Legacy. (Hayes); Park & Recreation – Big Hill Park Trail System presentation (Hayes); CPS – Review Committee agendas to address public comment on all agendas after the adoption of the agenda item (Avenson); CPS – Discussion of non-binding cannabis referendum (Wiederanders)

The City Administrator gave his report.

Personnel Committee Chair Ward, Parking & Traffic Committee member Avenson, Community Protection & Services Committee member Wiederanders and Sturgeon Bay Utility Commission member Ward presented reports for their respective committees/commissions.

The Mayor made his comments.

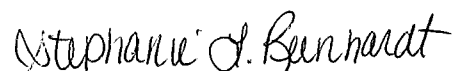
The Council discussed joining as a party the matter of John Wiese, Tom Wulf, Fran Shefchik, Mark Holdridge, Mike Langenhorst, et. al. vs. Wisconsin Department of Natural Resources. City Attorney Kalny reviewed the history and whether or not the City could join this appeal. Avenson/Hayes to table. Motion failed.

After Mayor Ward announced the statutory basis, Bacon/Reeths to convene in closed session in accordance with the following exemption: Conferring with legal counsel for governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. Wis. Stat. 19.85(1)(g) Consideration of: Joining as a party the matter of John Wiese, Tom Wulf, Fran Shefchik, Mark Holdridge, Mike Langenhorst, et. al. vs. Wisconsin Department of Natural Resources. Carried with Hayes and Avenson voting no. The Council went into closed session at 9:14 p.m.

The Council reconvened in open session at 9:23 pm. Avenson/Bacon to not join as a party the matter of John Wiese, Tom Wulf, Fran Shefchik, Mark Holdridge, Mike Langenhorst, et. al. vs. Wisconsin Department of Natural Resources. Carried.

Avenson/Nault to adjourn. Carried. The meeting adjourned at 9:24 p.m.

Respectfully submitted,



Stephanie L. Reinhardt
City Clerk/HR Director

STURGEON BAY UTILITIES
Regular Meeting
March 12th, 2019

President Stewart Fett called the regular meeting of the Utilities Commission to order at 12:05 p.m. at the Sturgeon Bay Utilities office. Roll call: President Stewart Fett, Mayor Thad Birmingham and Commissioners David Ward, Barbara Allmann and Steve Christoferson were present. Also present were General Manager James Stawicki, Operations Manager Cliff White, Electric Supervisor Jason Bieri and recording secretary Laurie Bauldry.

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

Ward/Birmingham to approve the minutes of the regular meeting held on February 12th, 2019. Motion carried.

The Commission proceeded to review the bills for February in the amount of \$1,602,622.62. Fett/Christoferson to approve payment of the bills. Motion carried.

The January 2019 financials were presented. Ward/Christoferson to accept the financials. Motion carried.

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

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

Mayor Birmingham presented an update on this years' legislative rally.

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

- a) Adjustments
- b) Focus on Energy update
- c) Update on cold weather & energy programs

Stawicki reported 2019 year-to-date incentives from Focus on Energy for energy efficiency and conservation is \$ 9,598.67.

Ward/Birmingham to adjourn. Motion carried. The meeting adjourned at 12:52 p.m.

Steve Christoferson
Secretary

Approved for publication:

Stewart Fett
President

Date: _____

James Stawicki
General Manager

Date: _____

**Bicycle and Pedestrian Advisory Board Meeting Minutes
Monday, April 1, 2019**

The Bicycle and Pedestrian Advisory Board meeting was called to order at 1:30 p.m. by Chairperson Kelly Catarozoli in the Council Chambers, City Hall, 421 Michigan Street.

Roll Call: Members Chairperson Kelly Catarozoli, Mark Smullen, Mark Jenkins, and Becky Kerwin were present. Vice Chairperson Chris Sullivan-Robinson was excused. Also present were Chad Shefchik, Marty Olejniczak, and Police Assistant Candy Jeanquart. A few individuals from the community attended the meeting also.

Adoption of agenda: Ms. Catarozoli requested to discuss agenda item #6 before #5. Moved by Ms. Catarozoli, Seconded by Ms. Kerwin to adopt the following agenda:

1. Roll call.
 2. Approval of agenda.
 3. Approval of minutes from March 4, 2019.
 4. Public comment on no agenda items
 5. Discussion of: 5 Year Capital Plan including 2020 West Pine Street Sidewalk
 6. Discussion of: Pedestrian path options on Memorial Drive
 7. Discussion of: Future agenda items or request to refer to City Committee
 8. Adjourn
- All in favor. Carried.

Approval of minutes from March 4, 2019: Moved by Mr. Jenkins, Seconded by Ms. Catarozoli to approve the minutes from March 4, 2019. **All in favor. Carried.**

Public comment on non-agenda items: The following individual spoke: Mr. Kent Wickman, 1358 Memorial Drive.

Update of 5 Year Capital Plan including 2020 West Pine Street Sidewalk:

Mr. Shefchik explained options for the sidewalk on West Pine Street could be extend, remove what is currently there, repair and leave alone. The committee discussed the different options with how that area is utilized.

Motion by Ms. Kerwin to retain the current sidewalk on West Pine Street. Seconded by Mr. Jenkins. All in favor. Carried.

Discussion of: Pedestrian path options on Memorial Drive: The committee discussed multiple options for a multi-modal path on Memorial Drive and how it would affect the area. Mr. Shefchik explained some of the options would require fire hydrants to be relocated and narrowing the road for other options would eliminate parking. With Memorial Drive being one of the widest roadways in the city, it was discussed to repair the existing sidewalk and then extend the sidewalk up 15th Avenue. The committee will discuss current and new options in the next meeting.

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

- Pedestrian path options on Memorial Drive

Move to adjourn. All in favor. Carried. Meeting adjourned at 3:16 p.m.

Respectfully submitted,

Candy Jeanquart

Candy Jeanquart
Police Assistant

AD HOC WEST WATERFRONT PLANNING COMMITTEE

Thursday, April 4, 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 Mike Gilson, Ryan Hoernke, Stephanie Trenchard, Mark Schuster, Laurel Hauser, Jim Schuessler, and Caitlin Oleson were present. Sara Powers was present by conference call. Excused: Members Erich Pfeifer and Dave Schanock. 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. Schuester, seconded by Ms. Oleson to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from March 14, 2019.
4. Review of final report from SEH regarding public participation process.
5. Update regarding planning workshop with Ed Freer/Jim Vander Heiden.
6. Public comment on waterfront planning matters.
7. Adjourn.

Carried.

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

Review of final report from SEH regarding public participation process: SEH representatives Nate Day, Bob Koss and Heidi Kennedy joined the meeting by conference call.

Mr. Koss stated he is the senior urban planner and has been with SEH for almost 16 years. He is moving into Ed Freer's position on this project.

Mr. Day went over the results of the public participation survey.

Mr. Koss defined "neutral" in regard to the survey. He often finds that the person is happy either way, so they don't want to put a stake in the ground. Otherwise, people are not quite sure, they don't understand the question, or don't really care.

Mr. Day pointed out the three top responses including:

Public access – 92% of respondents were in favor of a public walkway parallel to the water that should connect the existing walkway along the Maritime Museum to the walkway under the Oregon Street Bridge.

Waterfront Views – 60% of respondents agree that it would be OK for buildings or other obstructions to obscure the view of the waterfront from Maple Street, as long as public access and views of the waterfront are ensured between such buildings and the water.

Working Waterfront Character – 60% of respondents disagree that ALL of the dock wall should

be used to moor tugboats.

Discussion continued in regard to the tugboat location and how much dockwall is really needed. Mr. Olejniczak stated that there is 606 feet of dockwall from the fire boat to the Oregon Street Bridge.

Ms. Hauser suggested to meet with the tugboat operator before the next meeting to know what the options are.

Mr. Gilson wondered what commercial developer would be attracted to developing anything with the tugboats there.

Mr. Day added that 560 people took the first survey, with 100 taking the follow-up survey.

Mr. Olejniczak went over the results from the follow-up questions to the West Waterfront Survey.

Ms. Hauser commended SEH for the work they have done.

Mr. Olejniczak liked the discussion and treatment in the SEH report on how the waterfront walkway might work. It is much like Graham Park.

Mr. Day stated that he enjoyed working with everyone on this project.

Update regarding planning workshop with Ed Freer/Jim Vander Heiden: Ms. Hauser mentioned that the 4-hour workshop will be held on the 26th beginning at 11:30 am, with a potluck lunch, and begin the meeting by 12:15 pm. The agenda should include a notice that the meeting may move to Sawyer Park possibly two hours after the meeting begins.

Ms. Hauser wondered if Mr. Olejniczak could prioritize the various potential redevelopment options that he presented at the last meeting.

Mr. Olejniczak said he can follow up with instructions on getting ready before the next meeting. Everyone should read through all the comments that were received also.

Mr. Schuster talked about the Ice Age Trail that can be a marketing tool for the community. He has put together a list of people for a committee to get it on an agenda. The trail would come right to the waterfront. There are 12 Ice Age communities in the state.

Mr. Olejniczak stated that there still is a Knowles-Nelson grant available of just less than \$450,000 that can be used for public improvements. Mr. Schuessler also mentioned a Community Development Investment grant that could be applied for.

Ms. Hauser stated the goal is to come out of the next meeting with a proposed plan, have it tweaked by Graef representatives Ed Freer and Jim Vander Heiden who will be joining the workshop, and recommend it to Council in May.

Ms. Trenchard presented some images of public art and the importance of it. It can engage the public, give information and history, add value to a location, it can be respectful and co-inclusive of the whole community, it can become a destination for visitors, a symbol of shared values, and

a reflection of the environment.

Public comment on waterfront planning matters: Chris Kellems said that the committee was on the right track, but has concerns over the ordinary high water mark.

Kathleen Finnerty mentioned an article in "Strong Towns" regarding development.

Barb Allmann stated that she has not seen many people fishing at Graham Park. There is no fence installed there.

Adjourn: Moved by Ms. Trenchard, seconded by Ms. Powers to adjourn. Carried. Meeting adjourned at 7:55 p.m.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Cheryl Nault". The signature is written in a cursive, flowing style.

Cheryl Nault
Community Development Secretary

ZONING BOARD OF APPEALS
Tuesday, April 9, 2019

The City of Sturgeon Bay Zoning Board of Appeals meeting was called to order at 12:00 pm by Chairperson William Murrock in the Council Chambers, City Hall, 421 Michigan Street.

Roll call: Members Bill Chaudoir, James Goodwin, Wayne Spritka, William Murrock, and Dave Augustson were present. Excused: Member Andrew Starr. Also present were Planner/Zoning Administrator Chris Sullivan-Robinson and Community Development Secretary Cheryl Nault.

Adoption of agenda: Moved by Mr. Spritka, seconded by Mr. Chaudoir to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from March 26, 2019.
4. Public hearing: Petition to install a pylon sign no closer than 3 feet to the street right-of-way and 3.1 feet to the building wall (1.1 foot from the building overhang) for Nicolet National Bank, 236 N 4th Avenue.
5. Consideration of: Petition to install a pylon sign no closer than 3 feet to the street right-of-way and 3.1 feet to the building wall (1.1 foot from the building overhang) for Nicolet National Bank, 236 N 4th Avenue
6. Adjourn.

Carried.

Approval of minutes from Tuesday, March 26, 2019: Moved by Mr. Goodwin, seconded by Mr. Spritka to approve the minutes from March 26, 2019. All ayes. Carried.

Public Hearing: Petition to install a pylon sign no closer than 3 feet to the street right-of-way and 3.1 feet to the building wall (1.1 foot from the building overhang) for Nicolet National Bank, 236 N 4th Avenue: Chairperson Murrock opened the public hearing at 12:03 p.m.

Mr. Sullivan-Robinson stated that this is the new location for Nicolet Bank. They will be using their current sign and relocating it to the new site. The sign would be installed between Jefferson Street right-of-way and the new building. The sign code requires a minimum 5-foot setback from the right-of-way and other buildings on the lot. The proposed sign location would be located 3 feet from the right-of-way, 3 feet from the building wall, and 1-foot from the overhang. Mr. Sullivan-Robinson checked with the building inspector to see if there were any issues and there were none since this sign is a structure and not a building. There were no issues with the fire chief.

Mr. Chaudoir wondered if the sign could be installed east of the drive-thru in the

landscaped bed along the alley. Mr. Sullivan-Robinson responded the issue is meeting a 15-foot side-yard setback. There is also a utility pole located there.

Jones Sign Company representative Aaron Sidman, 208 S. Maple Ave., Green Bay, WI, explained their proposal by reusing the sign at Nicolet Bank's current location and installing it approximately 3 feet from right-of-way on the north side of the new building. There really is no other placement for this sign, due to additional setback issues, utilities, and drive-thru. There are two other signs that will be placed on the building.

Mr. Olejniczak stated that the setback from the property line that abuts the alley is 15 feet.

Mr. Augustson stated that this is a new building using an existing sign. Someone didn't plan well and the building could have been made two feet narrower or pushed back on the lot two feet to accommodate the 5-foot setback.

Mr. Chaudoir was concerned that the traffic turning right from 4th Avenue to Jefferson Street might impede the vision of traffic on Jefferson Street. Keeping the sign as far off of Jefferson Street as possible is preferable.

Mr. Sullivan-Robinson said to keep in mind what you will see at street level is the stem of the sign. There is 10 feet of clearance under the sign for visibility purposes.

No one spoke in favor or in opposition of the variance request. There was no written correspondence.

Mr. Sullivan-Robinson added that the City worked with Nicolet in the beginning of construction to help figure out the general building layout and location of the lot.

The public hearing was declared closed at 12:23 p.m.

Consideration of: Petition to install a pylon sign no closer than 3 feet to the street right-of-way and 3.1 feet to the building wall (1.1 foot from the building overhang) for Nicolet National Bank, 236 N 4th Avenue: Board members discussed the variance request.

Mr. Goodwin mentioned that the sign is already located at the old bank and is at about the same location as far as roadway.

Mr. Chaudoir noted that a rendering of the building is shown on the building near where the sign is proposed to be located. The sign is shown in the landscaped area by the alley. His biggest concern is the visibility at the intersection.

After further discussion, it was moved by Mr. Chaudoir, seconded by Mr. Spritka to approve the variance request since there really isn't any other place to put the sign. It will be positioned such that it will not impact it will not impact visibility at that intersection. The sign

is at the right size and falls within the zoning code. The utility lines will not be affected and there will be no impact with safety.

Roll call vote was taken on the motion. All ayes. Carried.

Adjourn: Moved by Mr. Spritka, seconded by Mr. Augustson to adjourn. All ayes. Carried. Meeting adjourned at 12:27 p.m.

Respectfully submitted,

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

Cheryl Nault
Community Development Secretary

FINANCE/PURCHASING & BUILDING COMMITTEE
April 9, 2019

A meeting of the Finance/Purchasing & Building Committee was called to order at 4:00 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, Municipal Services Director Barker, 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: Award of Bid for a 2019/2020 Tandem Axle Patrol Truck with Plow.
5. Review bills.
6. Adjourn.

Carried.

The following spoke during public comment on agenda items and other issues related to finance & purchasing: Barbara Allmann, 717 Prairie Lane.

Consideration of: Award of Bid for a 2019/2020 Tandem Axle Patrol Truck with Plow:

Municipal Services Director Barker presented the following bids for the purchase of a 2019/2020 tandem axle patrol truck with a plow; \$200,000 was allocated in the 2019 budget less a trade in of \$8,000 for the purchase:

	<u>Bid</u>	<u>Stainless Option</u>	<u>Trade In</u>	<u>Final Cost</u>
Quality Truck Care Center	\$177,188	\$5,224	\$15,000	\$167,412
Truck Country	\$178,988	\$5,224	\$12,000	\$172,222
Packer City International	\$175,440	\$5,224	\$ 7,000	\$173,664

Mr. Barker stated that adding the hood access package to the vehicle is an additional cost of \$395.00 to the Quality Truck Center bid price.

Moved by Alderperson Allmann, seconded by Alderperson Wiederanders to recommend to Common Council to purchase a 2019 Western Star 4700SF with plow, stainless dump box option and hood access package from Quality Truck Center of Oshkosh, WI in an amount not to exceed \$167,807, including the trade in of a 2001 Sterling L8500 with plow. 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 4:16 pm.

Respectfully submitted,


Tricia Metzger

**CITY OF STURGEON BAY BOARD OF CANVASSERS
RECOUNT**

**ALDERPERSON FOR DISTRICT 7
GENERAL ELECTION APRIL 2, 2019**

THURSDAY, APRIL 11, 2019

The City of Sturgeon Bay Board of Canvassers met Thursday, April 11, 2019 at 9:00 a.m. in the Community Room, City Hall, 421 Michigan Street, Sturgeon Bay, Wisconsin for the purpose of conducting an election recount of April 2, 2019 general election for District 7 Alderperson.

Canvass Board Present: Stephanie Reinhardt - City of Sturgeon Bay City Clerk/Human Resource Director; Valerie Clarizio - Finance Director/City Treasurer; and Mary Lou Allen.

Other Personnel Present: James Kalny – City of Sturgeon Bay Attorney, Dawn Vandevort - City of Sturgeon Bay Chief Inspector for District 7; Nancy Hunsader - City of Sturgeon Bay Election Inspector for District 7; Jill Lau – Door County Clerk; Josh VanLieshout – City of Sturgeon Bay Administrator.

Others Present: Laurel Hauser – District 7 candidate; David Hayes – observer; Helen Bacon – observer; Tim Kowols – media; and Laurie Spittlemeister – Deputy Clerk/Treasurer.

Most equipment, ballots and recount supplies were brought to the recount area on April 10, 2019 at 3:30 p.m. The room was locked and secured until the start of the recount. The ballots remained locked in vault until recount took place. The meeting of the City of Sturgeon Bay Board of Canvass was called to order at 9:00 a.m. per the Public Notice posted on April 8, 2019 at 4:00 p.m.

Total Voters as reconciled from Poll Lists: 508

Total Absentees as reconciled from Poll Lists: 89

Total Number of OS Ballots Counted at Recount: 0 (machine)

Total Number of OS Ballots Counted at Recount: 508 (by hand)

Total Number of Alderperson Blank Ballots Counted: 15

Total Number of Votes Cast for District 7 Alderperson: 493 (492 after draw)

Total Number of Used Absentee Envelopes: 89

Total Number of Absentee Ballots Identified: 89

Notes:

Verified 508 voters in each Poll Book – matched.

Verified 89 Absentee Voters identified in Poll Book, one off – each page verified to locate discrepancy.

Verified 89 Absentee Voters listed on the absentee log and had valid request.

Counted number of absentee envelopes – verified count of 89.

Absentee envelopes reviewed for signature voter, signature of witness and witness address – 3 envelopes have signature of voter and signature of witness, but witness address is missing. Witness address could be identified, as two voters were witnesses for each other. The third voter was a former poll worker for the City. Appears that fraud was not conducted for missing address, as City could verify their address. State Statutes indicate if signatures and/or address is missing, the ballot should be rejected at polls. Recount directions from Wisconsin Elections Commission state that if

signatures are missing, the ballot should be rejected. Directions do not state to reject an absentee ballot for a missing address.

Moved by Reinhardt, seconded by Allen to accept the three absentee ballots where witness address is missing, as it is discerned that voter fraud was not intended. Carried.

A five minutes recess was taken.

Security Seal #0973104 broken on Wards 13-14 ballot bag.

Review of rejected absentee ballot identified. The BOC confirmed the reason for rejection – no witness signature or address and was not counted. Ballot was found in the rejected absentee envelope.

Number of ballots equal 507. Jill Lau, County Clerk retrieved ballots from other wards at polling location.

Security Seal #0973271 broken on Wards 15-17 & 28 ballot bag. Missing ballot not found. Ballot Bag Certificate signed by BOC members and resealed with Security Seal #0973344.

Security Seal #0973340 broken on Wards 11-12 ballot bag. Missing ballot found. Ballot Bag Certificate signed by BOC members and resealed with Security Seal #0883599.

Absentee Ballots identified and pulled.

Eleven duplicated ballots were included in the duplicated ballot envelope. The duplicated ballots were identified and compared by the BOC. All eleven were duplicated correctly.

There were no provisional ballots.

Inspector Statement Incident #14 – A voter cast ballot in District 7. Name and address appeared on Poll List for District 7. Voter reviewed map and realized his address was in District 6. Was not refused to vote, one random ballot will be drawn. Ballot pulled and marked as Exhibit A and set aside and preserved. BOC member Mary Lou Allen drew down one ballot. Votes were reduced – McFarlin-Reeths – 1.

Remaining ballots separated by candidate or no vote for District 7 and counted. Hauser – 245 votes, McFarlin-Reeths – 247 votes; No votes – 15. Total of all ballots equal 507.

Ballot Bag Certificate signed by BOC members and resealed with Security Seal #0883598.

City of Sturgeon Bay (Wards 13 & 14)	<u>Original Vote Total</u>	<u>Recount Vote Total</u>	<u>After Draw</u>
Laurel Hauser	245	245	245
Kirsten McFarlin-Reeths	248	248	247

Items of Note:

Bag #1 of 1 Security Seal #0973104 removed from Wards 13-14 ballot bag. Security Seal # verified with Inspector's Statement.

Bag #1 of 1 Security Seal #0973271 removed from Wards 15-17, & 28 ballot bag. Replaced with Security Seal #0973344.

Bag #1 of 1 Security Seal #0973340 removed from Wards 11-12 ballot bag. Replaced with Security Seal #0883599.

Security Seal #0883598 was replaced on Wards 13-14 ballot bag.

All tabulating, ballots and recount supplies were returned to Jill Lau, County Clerk to secure in the County Clerk's Election Room within their office.

Moved by Clarizio, seconded by Allen to adjourn the Board of Canvass Meeting. The meeting adjourned at 12:20 p.m.

Respectfully submitted,

A handwritten signature in cursive script that reads "Laurie Spittlemeister".

Laurie Spittlemeister
Deputy Clerk/Treasurer

POLICE AND FIRE COMMISSION
April 24, 2019

A meeting of the Police and Fire Commission was called to order at 4:03 p.m. by Commissioner Dave Poulton, in the Closed Session Room at the Sturgeon Bay Municipal Building.

Roll Call: Commission members Dave Poulton, Sandy Hurley, Wayne Spritka and Michael VanDyke were present. Commission member Barb Herdina was excused. Also present was Fire Chief Dietman, Assistant Fire Chief Montevideo, Police Captain Brinkman and Police Lieutenant Henry.

Adoption of Agenda:

Moved by Commissioner VanDyke, seconded by Commissioner Hurley to accept the agenda as is. All in favor. Motion Carried.

Approval of Minutes:

Minutes from the February 21, 2019 meeting were approved.

Set Date for Sergeant of Police Interviews

Interviews for the Sergeant of Police position will be on May 28, 2019 at 3:00 p.m.

Changes to the Rules and Regulations Handbook

Updated to the PFC Rules and Regulations were discussed. The current handbook is dated April 18, 2013. Items addressed for the Fire Department include:

- Change in the minimum requirements to include must read/write English
- No longer place ads in the newspaper; use the City website, Cable TV, social media (i.e. City's Facebook site) and message boards.
- Eliminate 70% score needed to pass the written test.
- Introduce the psych exams and score them pass/fail.
- Update the change to residency requirements.
- Keep wording consistent with labor contract.

The Police Department will look over the handbook and update any items deemed necessary.

Convene in Closed Session:

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

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

Consideration of: Interviews for Part-time Firefighter position.

All in favor. Motion Carried. Roll call: Dave Poulton, Sandy Hurley, Wayne Spritka and Michael VanDyke were present.

Reconvene in Open Session:

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

Motion by Commissioner Spritka to put Bogdan Savenko onto an eligibility list for part-time firefighters, seconded by Commissioner Hurley.

Adjourn:

Moved by Commissioner VanDyke, seconded by Commissioner Hurley to adjourn. All in favor. Motion carried. Time of 5:53 p.m.

Respectfully submitted,

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

Sarah Spude-Olson
SBPD Office Manager

JOINT PARK AND RECREATION COMMITTEE/BOARD MEETING
Wednesday, April 24, 2019

A meeting of the Joint Park and Recreation Committee / Board was called to order at 5:30 p.m. by Chairperson Hayes in Council Chambers, City Hall, 421 Michigan Street.

Roll Call: Members Ald. Hayes, Ald. Bacon, Ald. Nault, Municipal Services Director Mike Barker, Marilyn Kleist, Randy Morrow, Leif Hagman, Chris Larson and Municipal Services Secretary Lynnae Kolden were present.

Adoption of the Agenda: Moved by Ald. Nault, seconded by Ald. Bacon.

1. Roll call
2. Adoption of agenda
3. Public comment on agenda and non-agenda items
4. Approval of minutes from Feb, 27, 2019
5. Staff report
7. Discussion of: Sunset Park Master Plan
8. Discussion of: Procedure for future park assessments
9. Discussion of: Transient boating slips
10. Discussion of: Renewal & Applications for new Board members
11. Future agenda items
12. Adjourn

All in Favor. Carried.

Public Comment: Jay Renstrom, 34 Bluebird Dr. spoke in regards to playing Pickle ball outside both at Otumba and Sunset Parks. Jack Follick, 449 N 15th Ave spoke in support of Pickle ball at Otumba, he is the treasurer of the Pickle ball club and would like to get permission to have the small storage shed moved to Otumba. The storage unit houses the nets and extra balls for the club, the members have the code for the lock.

Pam Seiler, (SBVC) 36 S. Third Ave, spoke in regards to a donor interested in funding a park plan for Graham Park, to potentially turn it into a gaming park. Examples would be concrete ping pong tables, shuffle board, checker boards, chess boards and all types of bag games. They would like to know if the Committee/Board would be interested in a professional plan for Graham Park before they go forward with it. Ald. Nault & Ald. Bacon requested to add Pickle ball to the next agenda. Discussion continued on the issues facing Pickle ball at both locations and costs in adding new courts or improving the current ones. Randy Morrow and Chris Larson, both stated how great it is that a donor wants to have a professional plan done for Graham Park.

Approval of Minutes from Feb 27, 2019: Moved by Chris Larson, seconded by Leif Hagman. All in favor. Carried.

Staff Report: Mike Barker reported that the Parks Department is working on getting all the restrooms up and running for the season. He also stated that the 61 trees arrived so they will be working on installing them at Sunset Park. There are still a few Ash trees to cut down in the parks. Vertical bumpers are being installed behind Stone Harbor which will help with transient docking, and the bid was awarded for the fishing dock behind Sonny's.

Discussion of: Sunset Park Master Plan: Discussion took place on the master plan by the committee and board members. There was extensive talks about Bradley / Little Lake on dredging and opening it up to the bay. Ald. Hayes requested that we ask the DNR the pros and cons on the dredging options. Ald. Nault asked that we invite the Rotary to the next meeting as well. Ald. Hayes, asked the Committee / Board to review the plan and prioritize the order of things to be done, so that they can get them budgeted for 2020.

Discussion of: Procedure for future park assessments: Ald. Hayes stated his goal is to do an assessment of the 22 parks, to identify the long and short term plans with costs to help with the 5 yr. parks plan. He thought the Committee/Board should look at selling a few parks or acquiring others. Chris Larson, stated we should try and go over 2 / 3 parks at a time for the 5 year Outdoor Recreational Plan (ORP) that will need updating. Randy Morrow, stated he is very hesitant to sell any of the parks, and agrees that reviewing a few parks at a time is manageable. Chris Larson suggested that we review the parks in the order they are listed in the ORP. Bay View, Bullhead Point and Cherry Blossom will be the first 3 to review at the next Joint Parks & Recreation meeting.

Discussion of: Transient boating slips: Mike Barker, stated that there are 4 transient boating slips in the marina at Stone Harbor for boats to pull into for a 4 hour limit. They are located on the outside of slips 6, 7, 10 & 11. He will have the approved signage installed for those 4 transient boating slips.

Discussion of: Renewal & Applications for new Board members: Ald. Hayes advised the Board members that a new application form is required for the renewal process to the board. He asked the three expired board members to turn in the required form to the Mayor for additional appointments on the Park and Recreation Board. Also that they would advise the committee of their intentions of renewal or non-renewal at the next meeting.

Future agenda items: Pickle Ball Courts, Sunset Park priorities, Park assessments on Bay View, Bullhead Point and Cherry Blossom Parks, Graham Park updates, discussion of launching ramps at Sawyer Park, consideration of bait and ice machine at Sawyer Park.

Next Meeting date: Wednesday, May 22, 2019 @ 5:30pm.

Motion to adjourn by Ald. Nault, seconded by Ald. Bacon. All in favor. Carried.
Meeting adjourned at 7:45 pm.

Respectfully submitted,

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

Lynnae Kolden
Municipal Services Secretary

COMMUNITY PROTECTION & SERVICES COMMITTEE**April 30, 2019**

A meeting of the Community Protection & Services Committee was called to order at 2:30 p.m. by Chairperson Williams in the Council Chambers, City Hall. **Roll Call:** Members Mr. Williams, Ms. Reeths and Mr. Wiederanders were present. Also present were Mayor Ward and Alderperson Bacon.

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

1. Roll call
2. Adoption of agenda
3. Public Comment on Non-Agenda Items
4. Consideration of: Chapter 35, Code of Conduct and Chapter 36, Code of Ethics of the Municipal Code
5. Discussion of: Transportation
6. Adjourn

Public Comment on Non-Agenda Items

Noted this item was moved to agenda item three, and will be for all committee meetings. No public comment.

Chapter 35, Code of Conduct and Chapter 36, Code of Ethics

The items were brought back to Committee per Council. Discussion and review of the amendments to Chapter 35, Code of Conduct and Chapter 36, Code of Ethics occurred.

Moved by Mr. Wiederanders seconded by Ms. Reeths to recommend to the Common Council to approve the changes to Chapter 35, Code of Conduct and Chapter 36, Code of Ethics of the Municipal Code. All ayes. Carried.

Transportation

There was discussion of public transportation options throughout Door County.

Helen Bacon: 458 N. 5th Avenue

Ms. Bacon is a County Board Supervisor and Alderperson for the City. Ms. Bacon spoke of the need for public transportation, and the funding dilemma it currently faces. The County Board is looking for assistance from the City of Sturgeon Bay.

Mr. Williams agreed that it is a public service that is needed in Door County, and is willing to talk about the issues. Mayor Ward agreed discussion is needed, but is not ready to support the program financially.

Moved by Ms. Reeths, seconded by Mr. Wiederanders to recommend to the Common Council that the Mayor and City Administrator submit a letter of support in discussing the future of the Door to Door program to the Door County Board of Supervisors. All ayes. Carried.

Moved by Mr. Wiederanders, seconded by Ms. Reeths, to adjourn the meeting of the Community Protection Services Committee. All ayes. Carried. The meeting was adjourned at 3:30 p.m.

Respectfully submitted,


A handwritten signature in cursive script, reading "Sarah Spude-Olson".

Sarah Spude-Olson
Police Department
Administrative Office Manager



Visit our website at: www.sturgeonbaywi.org

MEMO

To: Mayor and Common Council
From:  Valerie J. Clarizio, Finance Director/Treasurer
Subject: 2018 Year-end and 2019 Year-to-date Financial Reports
Date: April 26, 2019

The City received the 'draft' 2018 financial audit numbers from WIPFLi LLP on April 25, 2019. As a result, please find the attached December 2018 bank reconciliation and financial report, as well as, the most current bank reconciliation and financial report for the year 2019, dated March 31, 2019. Since the March reports are cumulative, I did not include the January and February 2019 financial reports. However, if you would like copies of the financial reports for those months please contact me and I will forward them to you.

DECEMBER 2018 BANK RECONCILIATION

CHECKING ACCOUNTS

INVESTMENT ACCOUNTS

	GENERAL FUND NICOLET	WDF NICOLET	SNAP NICOLET	LEAD LATERAL NICOLET	GENERAL/CAPITAL FUND INVESTMENTS
PRIOR G/L BALANCE	3,491,031.64	651,081.00	6,831.46	144,245.00	1,489,849.97
REVENUE	9,281,851.33	3,535.53	0.00	0.00	1,954.04
DISBURSEMENTS	5,958,733.40	0.00	0.00	0.00	2,541.07
AMOUNT IN TRANSIT	895.15	0.00	0.00	0.00	0.00
ADJUSTMENTS	37,765.12	0.00	0.00	0.00	1,860.31
ENDING BALANCE	6,851,019.54	654,616.53	6,831.46	144,245.00	1,491,123.25
BANK BALANCE	6,944,311.45	654,616.53	6,831.46	144,245.00	1,491,123.25
LESS OUTS. CHECKS	93,291.91	0.00	0.00	0.00	0.00
	6,851,019.54	654,616.53	6,831.46	144,245.00	1,491,123.25

SAVINGS ACCOUNTS

	GENERAL FUND STATE - #2	GENERAL FUND NICOLET BANK - MMBI	WDF STATE - #4	CAPITAL - BUILDING DEBT 2017 CAPITAL PROJECTS STATE - #9	TIF #2 DEBT 98A&B STATE - #10	TIF #2 AMENDED AREA CONST. - STATE - #06	TIF #2 AMENDED AREA CAP. INT. - STATE - #7	TIF #3 DEBT STATE - #08	TIF #3 CONSTRUCTION STATE - #14
PRIOR G/L BALANCE	1,657,557.10	20,129.18	85,111.70	6,140.96	1,994,999.41	55,654.67	5,354.97	830,170.63	25,590.18
REVENUE	5,882.86	0.17	171.39	12.37	4,017.36	112.07	10.78	1,671.73	51.53
DISBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
AMOUNT IN TRANSIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ENDING BALANCE	1,663,439.96	20,129.35	85,283.09	6,153.33	1,999,016.77	55,766.74	5,365.75	831,842.36	25,641.71
BANK BALANCE	1,663,439.96	20,129.35	85,283.09	6,153.33	1,999,016.77	55,766.74	5,365.75	831,842.36	25,641.71
PRIOR G/L BALANCE	854,105.47	15,940.42	1,994,999.41	55,654.67	4,017.36	112.07	10.78	88,696.09	1,482,139.23
REVENUE	1,719.92	32.10	4,017.36	112.07	0.00	0.00	0.00	178.61	2,984.60
DISBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
AMOUNT IN TRANSIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ENDING BALANCE	855,825.39	15,972.52	1,999,016.77	55,766.74	1,999,016.77	55,766.74	5,365.75	88,874.70	1,485,123.83
BANK BALANCE	855,825.39	15,972.52	1,999,016.77	55,766.74	1,999,016.77	55,766.74	5,365.75	88,874.70	1,485,123.83

4/23/2019

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

PAGE: 1
F-YR: 18

FOR FUND: GENERAL FUND
FOR 12 PERIODS ENDING DECEMBER 31, 2018

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL	
						YEAR-TO-DATE ACTUAL	% VARI ANCE
REVENUES							
GENERAL FUND	1,013,809.89	1,009,374.86	(0.4)	12,165,715.00	12,165,715.00	11,024,089.70	(9.3)
TOTAL REVENUES	1,013,809.89	1,009,374.86	(0.4)	12,165,715.00	12,165,715.00	11,024,089.70	(9.3)
EXPENSES							
GENERAL FUND	107,101.38	25,817.39	75.8	1,285,215.00	1,285,215.00	1,330,479.83	(3.5)
MAYOR	1,040.43	915.02	12.0	12,485.00	12,485.00	12,018.24	3.7
CITY COUNCIL	4,860.02	4,521.30	6.9	58,320.00	58,320.00	57,653.34	1.1
LAW/LEGAL	4,583.34	34,407.26	(650.7)	55,000.00	55,000.00	109,930.19	(99.8)
CITY CLERK-TREASURER	33,390.48	37,239.09	(11.5)	400,685.00	400,685.00	363,034.26	9.3
ADMINISTRATION	12,184.64	(3,771.48)	130.9	146,215.00	146,215.00	121,627.10	16.8
COMPUTER	11,822.93	21,077.29	(78.2)	141,875.00	141,875.00	110,794.10	21.9
CITY ASSESSOR	7,505.89	7,145.56	4.8	90,070.00	90,070.00	88,233.85	2.0
BOARD OF REVIEW	126.69	0.00	100.0	1,520.00	1,520.00	430.61	71.6
BUILDING/ZONING CODE ENFORCEM	6,955.42	16,635.57	(139.1)	83,465.00	83,465.00	110,805.54	(32.7)
MUNICIPAL SERVICES ADMIN.	18,826.33	21,653.22	(15.0)	225,915.00	225,915.00	217,503.48	3.7
PUBLIC WORKS ADMINISTRATION	20,868.39	17,171.81	17.7	250,420.00	250,420.00	218,909.14	12.5
ELECTIONS DEPARTMENT	2,092.94	139.03	93.3	25,115.00	25,115.00	28,647.23	(14.0)
CITY HALL	11,202.55	14,528.84	(29.6)	134,430.00	134,430.00	121,863.65	9.3
INSURANCE	33,745.85	(8,379.81)	124.8	404,950.00	404,950.00	288,264.37	28.8
GENERAL EXPENDITURES	124,086.28	75,170.25	39.4	1,489,035.00	1,489,035.00	139,255.81	90.6
POLICE DEPARTMENT	35,472.14	42,966.84	(21.1)	425,665.00	425,665.00	415,864.74	2.3
PATROL BOAT	1,106.69	407.06	63.2	13,280.00	13,280.00	7,477.05	43.6
PARKING ENFORCEMENT	0.00	0.00	0.0	0.00	0.00	0.00	0.0
POLICE DEPARTMENT/PATROL	175,286.34	243,982.24	(39.1)	2,103,435.00	2,103,435.00	1,968,281.74	6.4
POLICE DEPT. / INVESTIGATIONS	12,501.72	44,959.18	(259.6)	150,020.00	150,020.00	195,566.81	(30.3)
FIRE DEPARTMENT	158,790.94	211,321.59	(33.0)	1,905,490.00	1,905,490.00	1,847,290.00	3.0
STORM SEWERS	2,752.53	658.25	76.0	33,030.00	33,030.00	27,941.88	15.4
SOLID WASTE MGMT/SPRING/FALL	4,313.78	19,760.20	(358.0)	51,765.00	51,765.00	57,127.57	(10.3)
COMPOST/SOLID WASTE SITE	3,680.03	11,087.02	(201.2)	44,160.00	44,160.00	47,645.40	(7.8)
STREET SWEEPING	3,370.01	1,352.07	59.8	40,440.00	40,440.00	32,336.88	20.0
WEED ABATEMENT	793.35	0.00	100.0	9,520.00	9,520.00	254.94	97.3
ROADWAYS/STREETS	15,580.87	29,517.15	(89.4)	186,970.00	186,970.00	181,093.61	3.1
SNOW REMOVAL	18,732.95	21,736.97	(16.0)	224,795.00	224,795.00	171,192.83	23.8
STREET SIGNS AND MARKINGS	4,847.94	3,976.00	17.9	58,175.00	58,175.00	59,538.83	(2.3)
CURB/GUTTER/SIDEWALK	1,248.36	137.04	89.0	14,980.00	14,980.00	17,374.76	(15.9)
STREET MACHINERY	13,987.54	20,291.00	(45.0)	167,850.00	167,850.00	178,191.65	(6.1)
CITY GARAGE	5,231.31	9,187.44	(75.6)	62,775.00	62,775.00	51,587.95	17.8
CELEBRATION & ENTERTAINMENT	4,204.61	155.15	96.3	50,455.00	50,455.00	37,647.08	25.3
HIGHWAYS - GENERAL	40,325.46	39,521.44	1.9	483,905.00	483,905.00	387,772.78	19.8
PARK & RECREATION ADMIN	9,904.62	5,872.06	40.7	118,855.00	118,855.00	87,173.03	26.6
PARKS AND PLAYGROUNDS	38,090.09	37,225.82	2.2	457,080.00	457,080.00	436,604.52	4.4
BALLFIELDS	2,482.12	5,615.39	(126.2)	29,785.00	29,785.00	17,728.95	40.4

10c2.

10c2.

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: GENERAL FUND
FOR 12 PERIODS ENDING DECEMBER 31, 2018

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	%	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	%
EXPENSES							
ICE RINKS	917.52	1,574.12	(71.5)	11,010.00	11,010.00	9,589.59	12.9
BEACHES	0.00	0.00	0.0	0.00	0.00	134.61	100.0
MUNICIPAL DOCKS	4,426.72	2,680.25	39.4	53,120.00	53,120.00	18,965.20	64.2
WATER WEED MANAGEMENT	7,703.38	4,174.50	45.8	92,440.00	92,440.00	54,432.91	41.1
WATERFRONT PARKS & WALKWAYS	5,320.03	4,312.52	18.9	63,840.00	63,840.00	72,835.08	(14.0)
EMPLOYEE BENEFITS	4,429.19	1,512.94	65.8	53,150.00	53,150.00	31,354.64	41.0
PUBLIC FACILITIES	6,727.09	0.00	100.0	80,725.00	80,725.00	76,238.31	5.5
BOARDS AND COMMISSIONS	38.76	0.00	100.0	465.00	465.00	226.17	51.3
COMMUNITY & ECONOMIC DEVLPMNT	31,151.74	24,982.01	19.8	373,820.00	373,820.00	347,607.44	7.0
TOTAL EXPENSES	1,013,811.39	1,053,236.59	(3.8)	12,165,715.00	12,165,715.00	10,156,527.69	16.5
TOTAL FUND REVENUES	1,013,809.89	1,009,374.86	(0.4)	12,165,715.00	12,165,715.00	11,024,089.70	(9.3)
TOTAL FUND EXPENSES	1,013,811.39	1,053,236.59	(3.8)	12,165,715.00	12,165,715.00	10,156,527.69	16.5
SURPLUS (DEFICIT)	(1.50)	(43,861.73)	4015.3	0.00	0.00	867,562.01	100.0

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: CAPITAL FUND
FOR 12 PERIODS ENDING DECEMBER 31, 2018

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
PATROL	545,604.79	310,556.68	(43.0)	6,547,257.00	6,547,257.00	3,090,403.67	(52.7)
TOTAL REVENUES	545,604.79	310,556.68	(43.0)	6,547,257.00	6,547,257.00	3,090,403.67	(52.7)
EXPENSES							
CITY CLERK-TREASURER	0.00	0.00	0.0	0.00	0.00	0.00	0.0
ADMINISTRATION	0.00	0.00	0.0	0.00	0.00	0.00	0.0
COMPUTER	15,958.34	161,814.80	(913.9)	191,500.00	191,500.00	186,652.30	2.5
CITY ASSESSOR	0.00	0.00	0.0	0.00	0.00	0.00	0.0
MUNICIPAL SERVICES ADMIN.	0.00	0.00	0.0	0.00	0.00	0.00	0.0
ELECTIONS	0.00	0.00	0.0	0.00	0.00	0.00	0.0
CITY HALL	21,635.02	2,390.46	88.9	259,620.25	259,620.25	187,594.57	27.7
GENERAL EXPENDITURES	5,320.42	1,727.20	67.5	63,845.00	63,845.00	682,843.56	(969.5)
POLICE DEPARTMENT	0.00	0.00	0.0	0.00	0.00	0.00	0.0
PATROL	7,508.34	22,390.79	(198.2)	90,100.00	90,100.00	105,994.02	(17.6)
POLICE DEPT. / INVESTIGATIONS	166.67	0.00	100.0	2,000.00	2,000.00	1,999.99	0.0
FIRE DEPARTMENT	4,400.03	0.00	100.0	52,800.00	52,800.00	536,418.28	(915.9)
STORM SEWERS	10,416.67	12,848.83	(23.3)	125,000.00	125,000.00	25,573.12	79.5
SOLID WASTE MGMT/REFUSE/RECYC	0.00	0.00	0.0	0.00	0.00	0.00	0.0
SOLID WASTE MGMT/SPRING/FALL	4,582.91	49,995.00	(990.9)	54,995.00	54,995.00	49,995.00	9.0
ROADWAYS/STREETS	138,001.27	134,084.58	2.8	1,656,015.08	1,656,015.08	1,636,537.44	1.1
SNOW REMOVAL	0.00	0.00	0.0	0.00	0.00	0.00	0.0
CURB/GUTTER/SIDEWALK	16,391.50	47,659.15	(190.7)	196,698.00	196,698.00	246,738.36	(25.4)
CITY GARAGE	4,050.00	18,485.02	(356.4)	48,600.00	48,600.00	23,537.01	51.5
PARKS AND PLAYGROUNDS	294,000.01	13,139.01	95.5	3,528,000.00	3,528,000.00	215,770.19	93.8
BALLFIELDS	0.00	0.00	0.0	0.00	0.00	0.00	0.0
ICE RINKS	401.97	0.00	100.0	4,823.67	4,823.67	4,823.67	0.0
BEACHES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
MUNICIPAL DOCKS	1,333.34	0.00	100.0	16,000.00	16,000.00	11,795.00	26.2
WATER WEED MANAGEMENT	14,413.33	0.00	100.0	172,960.00	172,960.00	172,960.00	0.0
WATERFRONT PARKS & WALKWAYS	666.67	0.00	100.0	8,000.00	8,000.00	15,062.00	(88.2)
SANITARY & WATER MAIN	0.00	0.00	0.0	0.00	0.00	0.00	0.0
PUBLIC FACILITIES	6,250.00	64,155.50	(926.4)	75,000.00	75,000.00	64,155.50	14.4
COMMUNITY & ECONOMIC DEVLPMT	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL EXPENSES	545,496.49	528,690.34	3.0	6,545,957.00	6,545,957.00	4,168,450.01	36.3

TOTAL FUND REVENUES	545,604.79	310,556.68	(43.0)	6,547,257.00	6,547,257.00	3,090,403.67	(52.7)
TOTAL FUND EXPENSES	545,496.49	528,690.34	3.0	6,545,957.00	6,545,957.00	4,168,450.01	36.3
SURPLUS (DEFICIT)	108.30	(218,133.66)	(1516.1)	1,300.00	1,300.00	(1,078,046.34)	(3026.6)

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: CABLE TV
FOR 12 PERIODS ENDING DECEMBER 31, 2018

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
CABLE TV / GENERAL	11,666.67	0.00	100.0	140,000.00	140,000.00	148,088.22	5.7
TOTAL REVENUES	11,666.67	0.00	100.0	140,000.00	140,000.00	148,088.22	5.7
EXPENSES							
CABLE TV / GENERAL	21,025.07	168,050.64	(699.2)	252,300.00	252,300.00	251,447.08	0.3
TOTAL EXPENSES	21,025.07	168,050.64	(699.2)	252,300.00	252,300.00	251,447.08	0.3
TOTAL FUND REVENUES	11,666.67	0.00	100.0	140,000.00	140,000.00	148,088.22	5.7
TOTAL FUND EXPENSES	21,025.07	168,050.64	(699.2)	252,300.00	252,300.00	251,447.08	0.3
SURPLUS (DEFICIT)	(9,358.40)	(168,050.64)	1695.7	(112,300.00)	(112,300.00)	(103,358.86)	(7.9)

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TOURISM FUND
FOR 12 PERIODS ENDING DECEMBER 31, 2018

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
TOURISM COMMITTEE / GENERAL	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL REVENUES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
EXPENSES							
TOURISM COMMITTEE / GENERAL	0.00	0.00	0.0	0.00	0.00	0.00	0.0
	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL EXPENSES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL FUND REVENUES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL FUND EXPENSES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
SURPLUS (DEFICIT)	0.00	0.00	0.0	0.00	0.00	0.00	0.0

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #2 DISTRICT
FOR 12 PERIODS ENDING DECEMBER 31, 2018

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	% VARI- ANCE	FISCAL		ANNUAL BUDGET	FISCAL		% VARI- ANCE
				YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL		YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	
REVENUES									
TID DISTRICT #2	154,502.27	4,172.31	(97.2)	1,854,027.00	1,314,378.53	1,854,027.00	1,854,027.00	1,314,378.53	(29.1)
TOTAL REVENUES	154,502.27	4,172.31	(97.2)	1,854,027.00	1,314,378.53	1,854,027.00	1,854,027.00	1,314,378.53	(29.1)
EXPENSES									
TID DISTRICT #2	128,785.39	685.10	99.4	1,545,424.00	1,479,269.72	1,545,424.00	1,545,424.00	1,479,269.72	4.2
TOTAL EXPENSES	128,785.39	685.10	99.4	1,545,424.00	1,479,269.72	1,545,424.00	1,545,424.00	1,479,269.72	4.2
TOTAL FUND REVENUES	154,502.27	4,172.31	(97.2)	1,854,027.00	1,314,378.53	1,854,027.00	1,854,027.00	1,314,378.53	(29.1)
TOTAL FUND EXPENSES	128,785.39	685.10	99.4	1,545,424.00	1,479,269.72	1,545,424.00	1,545,424.00	1,479,269.72	4.2
SURPLUS (DEFICIT)	25,716.88	3,487.21	(86.4)	308,603.00	(164,891.19)	308,603.00	308,603.00	(164,891.19)	(153.4)

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #1 DISTRICT
FOR 12 PERIODS ENDING DECEMBER 31, 2018

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	%	VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	FISCAL YEAR-TO-DATE ACTUAL	%	VARI- ANCE
REVENUES								
TID #1 DISTRICT	67,746.26	1,719.92	(97.4)		812,955.00	820,653.90	0.9	
TOTAL REVENUES	67,746.26	1,719.92	(97.4)		812,955.00	820,653.90	0.9	
EXPENSES								
TID #1 DISTRICT	64,882.92	0.00	100.0		778,595.00	0.00	100.0	
TOTAL EXPENSES	64,882.92	0.00	100.0		778,595.00	0.00	100.0	
TOTAL FUND REVENUES	67,746.26	1,719.92	(97.4)		812,955.00	820,653.90	0.9	
TOTAL FUND EXPENSES	64,882.92	0.00	100.0		778,595.00	0.00	100.0	
SURPLUS (DEFICIT)	2,863.34	1,719.92	(39.9)		34,360.00	820,653.90	2288.3	

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #3 DISTRICT
FOR 12 PERIODS ENDING DECEMBER 31, 2018

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
TID #3 DISTRICT	25,434.78	1,723.26	(93.2)	305,217.00	305,217.00	92,075.47	(69.8)
TOTAL REVENUES	25,434.78	1,723.26	(93.2)	305,217.00	305,217.00	92,075.47	(69.8)
EXPENSES							
TID #3 DISTRICT	15,024.11	706.34	95.2	180,289.00	180,289.00	153,987.34	14.5
TOTAL EXPENSES	15,024.11	706.34	95.2	180,289.00	180,289.00	153,987.34	14.5
TOTAL FUND REVENUES	25,434.78	1,723.26	(93.2)	305,217.00	305,217.00	92,075.47	(69.8)
TOTAL FUND EXPENSES	15,024.11	706.34	95.2	180,289.00	180,289.00	153,987.34	14.5
SURPLUS (DEFICIT)	10,410.67	1,016.92	(90.2)	124,928.00	124,928.00	(61,911.87)	(149.5)

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #4 DISTRICT
 FOR 12 PERIODS ENDING DECEMBER 31, 2018

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
TID #4 DISTRICT	280,476.35	3,163.21	(98.8)	3,365,716.00	3,365,716.00	76,296.55	(97.7)
TOTAL REVENUES	280,476.35	3,163.21	(98.8)	3,365,716.00	3,365,716.00	76,296.55	(97.7)
EXPENSES							
TID #4 DISTRICT	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TID #4 DISTRICT	281,576.36	386,144.22	(37.1)	3,378,916.00	3,378,916.00	494,679.35	85.3
TOTAL EXPENSES	281,576.36	386,144.22	(37.1)	3,378,916.00	3,378,916.00	494,679.35	85.3
TOTAL FUND REVENUES	280,476.35	3,163.21	(98.8)	3,365,716.00	3,365,716.00	76,296.55	(97.7)
TOTAL FUND EXPENSES	281,576.36	386,144.22	(37.1)	3,378,916.00	3,378,916.00	494,679.35	85.3
SURPLUS (DEFICIT)	(1,100.01)	(382,981.01)	4716.1	(13,200.00)	(13,200.00)	(418,382.80)	3069.5

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: REVOLVING LOAN FUND (STATE)
FOR 12 PERIODS ENDING DECEMBER 31, 2018

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
REVOLVING LOAN FUND (STATE)	658.77	60,733.14	9119.1	7,905.00	7,905.00	70,181.56	787.8
TOTAL REVENUES	658.77	60,733.14	9119.1	7,905.00	7,905.00	70,181.56	787.8
EXPENSES							
REVOLVING LOAN FUND (STATE)	983.34	10,527.23	(970.5)	11,800.00	11,800.00	10,527.23	10.7
TOTAL EXPENSES	983.34	10,527.23	(970.5)	11,800.00	11,800.00	10,527.23	10.7
TOTAL FUND REVENUES	658.77	60,733.14	9119.1	7,905.00	7,905.00	70,181.56	787.8
TOTAL FUND EXPENSES	983.34	10,527.23	(970.5)	11,800.00	11,800.00	10,527.23	10.7
SURPLUS (DEFICIT)	(324.57)	50,205.91	(5568.4)	(3,895.00)	(3,895.00)	59,654.33	(1631.5)

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: SOLID WASTE ENTERPRISE
FOR 12 PERIODS ENDING DECEMBER 31, 2018

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
SOLID WASTE ENTERPRISE FUND	44,136.27	42,619.35	(3.4)	529,635.00	529,635.00	512,424.46	(3.2)
TOTAL REVENUES	44,136.27	42,619.35	(3.4)	529,635.00	529,635.00	512,424.46	(3.2)
EXPENSES							
SOLID WASTE ENTERPRISE FUND	49,232.58	49,573.04	(0.6)	590,790.00	590,790.00	478,265.47	19.0
TOTAL EXPENSES	49,232.58	49,573.04	(0.6)	590,790.00	590,790.00	478,265.47	19.0
TOTAL FUND REVENUES	44,136.27	42,619.35	(3.4)	529,635.00	529,635.00	512,424.46	(3.2)
TOTAL FUND EXPENSES	49,232.58	49,573.04	(0.6)	590,790.00	590,790.00	478,265.47	19.0
SURPLUS (DEFICIT)	(5,096.31)	(6,953.69)	36.4	(61,155.00)	(61,155.00)	34,158.99	(155.8)

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

MUNICIPAL REPORT TOTALS
FOR 12 PERIODS ENDING DECEMBER 31, 2018

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	%	FISCAL YEAR-TO-DATE BUDGET	FISCAL YEAR-TO-DATE ACTUAL	%
TOTAL MUNICIPAL REVENUES	2,144,036.05	1,434,062.73	(33.1)	25,728,427.00	25,728,427.00	(33.3)
TOTAL MUNICIPAL EXPENSES	2,120,817.65	2,197,613.50	(3.6)	25,449,786.00	25,449,786.00	32.4
SURPLUS (DEFICIT)	23,218.40	(763,550.77)	(3388.5)	278,641.00	(44,561.83)	(115.9)

MARCH 2019 BANK RECONCILIATION**CHECKING ACCOUNTS****INVESTMENT ACCOUNTS**

	GENERAL FUND NICOLET	WDF NICOLET	SNAP NICOLET	LEAD LATERAL NICOLET	GENERAL/CAPITAL FUND INVESTMENTS
PRIOR G/L BALANCE	7,353,510.75	655,599.59	6,831.46	144,245.00	1,243,449.77
REVENUE	401,216.86	338.58	0.00	0.00	1,175.05
DISBURSEMENTS	1,590,276.39	0.00	0.00	0.00	1,489.96
AMOUNT IN TRANSIT	11,498.94	0.00	0.00	0.00	0.00
ADJUSTMENTS	24,779.33	0.00	0.00	0.00	0.00
ENDING BALANCE	6,177,731.61	655,938.17	6,831.46	144,245.00	1,243,134.86
BANK BALANCE	6,279,014.43	655,938.17	6,831.46	144,245.00	1,243,134.86
LESS OUTS. CHECKS	101,282.82	0.00	0.00	0.00	0.00
	6,177,731.61	655,938.17	6,831.46	144,245.00	1,243,134.86

SAVINGS ACCOUNTS

	GENERAL FUND STATE - #2	GENERAL FUND NICOLET BANK - MMBI	WDF STATE - #4	CAPITAL - BUILDING DEBT 2017 CAPITAL PROJECTS STATE - #9	STATE - #13	TIF #3 DEBT STATE - #08	TIF #3 CONSTRUCTION STATE - #14
PRIOR G/L BALANCE	1,921,684.31	20,129.67	85,623.08	6,177.86	1,608,164.72	835,158.60	25,743.94
REVENUE	5,530.47	0.16	179.91	12.98	3,379.01	1,754.80	54.09
DISBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
AMOUNT IN TRANSIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ENDING BALANCE	1,927,194.78	20,129.83	85,802.99	6,190.84	1,611,543.73	836,913.40	25,798.03
BANK BALANCE	1,927,194.78	20,129.83	85,802.99	6,190.84	1,611,543.73	836,913.40	25,798.03
PRIOR G/L BALANCE	859,237.25	16,036.20	2,006,986.10	55,989.06	5,387.14	89,229.01	1,491,044.46
REVENUE	1,805.39	33.69	4,217.00	117.64	11.32	187.48	3,132.92
DISBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
AMOUNT IN TRANSIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ENDING BALANCE	861,042.64	16,069.89	2,011,203.10	56,106.70	5,398.46	89,416.49	1,494,177.38
BANK BALANCE	861,042.64	16,069.89	2,011,203.10	56,106.70	5,398.46	89,416.49	1,494,177.38

4/25/2019

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: GENERAL FUND
FOR 3 PERIODS ENDING MARCH 31, 2019

DEPARTMENT DESCRIPTION	MARCH BUDGET	MARCH ACTUAL	VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	VARI ANCE
REVENUES							
GENERAL FUND	1,044,130.29	253,069.73	(75.7)	3,132,390.87	12,529,567.00	3,081,640.15	(75.4)
TOTAL REVENUES	1,044,130.29	253,069.73	(75.7)	3,132,390.87	12,529,567.00	3,081,640.15	(75.4)
EXPENSES							
GENERAL FUND	97,775.68	335,483.80	(243.1)	293,327.04	1,173,310.00	338,214.58	71.1
MAYOR	1,073.73	915.02	14.7	3,221.19	12,885.00	2,745.06	78.6
CITY COUNCIL	5,325.81	4,521.30	15.1	15,977.43	63,910.00	16,535.74	74.1
LAW/LEGAL	5,499.99	20,274.42	(268.6)	16,499.97	66,000.00	2,868.00	95.6
CITY CLERK-TREASURER	33,787.45	39,945.46	(18.2)	101,362.35	405,450.00	87,995.12	78.2
ADMINISTRATION	14,417.03	15,378.12	(6.6)	43,251.09	173,005.00	35,452.58	79.5
COMPUTER	9,031.24	6,693.51	25.8	27,093.72	108,375.00	27,673.71	74.4
CITY ASSESSOR	7,576.20	6,981.32	7.8	22,728.60	90,915.00	22,121.77	75.6
BOARD OF REVIEW	126.65	0.00	100.0	379.95	1,520.00	0.00	100.0
BUILDING/ZONING CODE ENFORCEM	7,224.99	12,154.06	(68.2)	21,674.97	86,700.00	12,488.82	85.5
MUNICIPAL SERVICES ADMIN.	19,175.35	20,398.74	(6.3)	57,526.05	230,105.00	51,363.35	77.6
PUBLIC WORKS ADMINISTRATION	19,014.94	21,699.13	(14.1)	57,044.82	228,180.00	55,839.71	75.5
ELECTIONS DEPARTMENT	1,197.46	757.01	36.7	3,592.38	14,370.00	757.01	94.7
CITY HALL	11,970.79	9,023.08	24.6	35,912.37	143,650.00	25,179.45	82.4
INSURANCE	30,696.23	29,245.27	4.7	92,088.69	368,355.00	102,074.27	72.2
GENERAL EXPENDITURES	127,102.88	14,241.07	88.7	381,308.64	1,525,235.00	18,552.93	98.7
POLICE DEPARTMENT	36,223.67	38,916.25	(7.4)	108,671.01	434,685.00	98,167.08	77.4
PATROL BOAT	1,104.97	0.00	100.0	3,314.91	13,260.00	0.00	100.0
PARKING ENFORCEMENT	0.00	0.00	0.0	0.00	0.00	0.00	0.0
POLICE DEPARTMENT/PATROL	171,391.57	179,178.46	(4.5)	514,174.71	2,056,700.00	446,024.67	78.3
POLICE DEPT. / INVESTIGATIONS	22,955.36	24,062.55	(4.8)	68,866.08	275,465.00	74,140.72	73.0
FIRE DEPARTMENT	152,361.14	165,032.18	(8.3)	457,083.42	1,828,335.00	421,653.86	76.9
STORM SEWERS	2,697.89	2,215.59	17.8	8,093.67	32,375.00	3,124.12	90.3
SOLID WASTE MGMT/SPRING/FALL	4,345.81	0.00	100.0	13,037.43	52,150.00	384.16	99.2
COMPOST/SOLID WASTE SITE	4,179.56	8.24	99.8	12,538.68	50,155.00	219.03	99.5
STREET SWEEPING	3,363.33	384.12	88.5	10,089.99	40,360.00	742.94	98.1
WEED ABATEMENT	792.06	0.00	100.0	2,376.18	9,505.00	0.00	100.0
ROADWAYS/STREETS	16,601.21	8,221.00	50.4	49,803.63	199,215.00	30,768.87	84.5
SNOW REMOVAL	18,809.14	65,697.96	(249.2)	56,427.42	225,710.00	148,139.37	34.3
STREET SIGNS AND MARKINGS	4,589.98	1,575.93	65.6	13,769.94	55,080.00	3,455.88	93.7
CURB/GUTTER/SIDEWALK	1,329.13	0.00	100.0	3,987.39	15,950.00	96.81	99.3
STREET MACHINERY	14,242.46	10,205.59	28.3	42,727.38	170,910.00	33,163.38	80.5
CITY GARAGE	5,385.36	4,558.94	15.3	16,156.08	64,625.00	10,476.29	83.7
CELEBRATION & ENTERTAINMENT	4,723.72	1,322.94	71.9	14,171.16	56,685.00	11,027.21	80.5
HIGHWAYS - GENERAL	40,593.71	51,793.27	(27.5)	121,781.13	487,125.00	111,549.78	77.1
PARK & RECREATION ADMIN	8,909.13	7,353.59	17.4	26,727.39	106,910.00	22,507.36	78.9
PARKS AND PLAYGROUNDS	40,118.64	22,946.33	42.8	120,355.92	481,425.00	56,619.65	88.2
BALLFIELDS	2,337.04	395.18	83.0	7,011.12	28,045.00	395.18	98.5

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: GENERAL FUND
FOR 3 PERIODS ENDING MARCH 31, 2019

DEPARTMENT DESCRIPTION	MARCH BUDGET	MARCH ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
EXPENSES							
ICE RINKS	917.48	1,661.06	(81.0)	2,752.44	11,010.00	4,683.96	57.4
BEACHES	41.66	0.00	100.0	124.98	500.00	0.00	100.0
MUNICIPAL DOCKS	3,424.52	2,517.20	26.4	10,273.56	41,095.00	3,138.16	92.3
WATER WEED MANAGEMENT	7,097.86	189.31	97.3	21,293.58	85,175.00	0.00	100.0
WATERFRONT PARKS & WALKWAYS	6,646.63	3,327.33	49.9	19,939.89	79,760.00	6,701.57	91.5
EMPLOYEE BENEFITS	3,583.32	1,006.97	71.8	10,749.96	43,000.00	5,688.17	86.7
PUBLIC FACILITIES	6,727.08	0.00	100.0	20,181.24	80,725.00	23,904.89	70.3
BOARDS AND COMMISSIONS	63.74	53.85	15.5	191.22	765.00	96.93	87.3
COMMUNITY & ECONOMIC DEVLPMT	30,377.02	24,291.01	20.0	91,131.06	364,525.00	79,695.33	78.1
TOTAL EXPENSES	1,006,930.61	1,154,626.16	(14.6)	3,020,791.83	12,083,190.00	2,396,427.47	80.1
TOTAL FUND REVENUES	1,044,130.29	253,069.73	(75.7)	3,132,390.87	12,529,567.00	3,081,640.15	(75.4)
TOTAL FUND EXPENSES	1,006,930.61	1,154,626.16	(14.6)	3,020,791.83	12,083,190.00	2,396,427.47	80.1
SURPLUS (DEFICIT)	37,199.68	(901,556.43)	(2523.5)	111,599.04	446,377.00	685,212.68	53.5

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: CAPITAL FUND
FOR 3 PERIODS ENDING MARCH 31, 2019

DEPARTMENT DESCRIPTION	MARCH BUDGET	MARCH ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
PATROL	569,558.05	10,991.99	(98.0)	1,708,674.15	6,834,697.00	391,617.30	(94.2)
TOTAL REVENUES	569,558.05	10,991.99	(98.0)	1,708,674.15	6,834,697.00	391,617.30	(94.2)
EXPENSES							
CITY CLERK-TREASURER	166.66	0.00	100.0	499.98	2,000.00	0.00	100.0
ADMINISTRATION	0.00	0.00	0.0	0.00	0.00	0.00	0.0
COMPUTER	2,849.99	714.20	74.9	8,549.97	34,200.00	11,003.14	67.8
CITY ASSESSOR	874.99	0.00	100.0	2,624.97	10,500.00	199.99	98.0
MUNICIPAL SERVICES ADMIN.	0.00	0.00	0.0	0.00	0.00	0.00	0.0
ELECTIONS	0.00	0.00	0.0	0.00	0.00	0.00	0.0
CITY HALL	5,416.66	634.13	88.2	16,249.98	65,000.00	2,540.67	96.0
GENERAL EXPENDITURES	1,958.33	0.00	100.0	5,874.99	23,500.00	0.00	100.0
POLICE DEPARTMENT	0.00	0.00	0.0	0.00	0.00	0.00	0.0
PATROL	10,136.66	0.00	100.0	30,409.98	121,640.00	80,620.00	33.7
POLICE DEPT. / INVESTIGATIONS	0.00	0.00	0.0	0.00	0.00	0.00	0.0
FIRE DEPARTMENT	88,399.99	676.99	99.2	265,199.97	1,060,800.00	17,034.70	98.3
STORM SEWERS	10,833.33	0.00	100.0	32,499.99	130,000.00	0.00	100.0
SOLID WASTE MGMT/REFUSE/RECYC	0.00	0.00	0.0	0.00	0.00	0.00	0.0
SOLID WASTE MGMT/SPRING/FALL	0.00	0.00	0.0	0.00	0.00	0.00	0.0
ROADWAYS/STREETS	106,404.73	0.00	100.0	319,214.19	1,276,857.00	0.00	100.0
SNOW REMOVAL	21,666.66	0.00	100.0	64,999.98	260,000.00	0.00	100.0
CURB/GUTTER/SIDEWALK	16,250.00	0.00	100.0	48,750.00	195,000.00	0.00	100.0
CITY GARAGE	0.00	0.00	0.0	0.00	0.00	0.00	0.0
PARKS AND PLAYGROUNDS	289,041.66	494.76	99.8	867,124.98	3,468,500.00	494.76	99.9
BALLFIELDS	416.66	0.00	100.0	1,249.98	5,000.00	0.00	100.0
ICE RINKS	0.00	0.00	0.0	0.00	0.00	0.00	0.0
BEACHES	291.66	0.00	100.0	874.98	3,500.00	0.00	100.0
MUNICIPAL DOCKS	3,708.33	0.00	100.0	11,124.99	44,500.00	0.00	100.0
WATER WEED MANAGEMENT	0.00	0.00	0.0	0.00	0.00	0.00	0.0
WATERFRONT PARKS & WALKWAYS	2,333.33	0.00	100.0	6,999.99	28,000.00	0.00	100.0
SANITARY & WATER MAIN	0.00	0.00	0.0	0.00	0.00	0.00	0.0
PUBLIC FACILITIES	3,833.33	0.00	100.0	11,499.99	46,000.00	0.00	100.0
COMMUNITY & ECONOMIC DEVLPMNT	4,208.32	0.00	100.0	12,624.96	50,500.00	0.00	100.0
TOTAL EXPENSES	568,791.29	2,520.08	99.5	1,706,373.87	6,825,497.00	111,893.26	98.3
TOTAL FUND REVENUES	569,558.05	10,991.99	(98.0)	1,708,674.15	6,834,697.00	391,617.30	(94.2)
TOTAL FUND EXPENSES	568,791.29	2,520.08	99.5	1,706,373.87	6,825,497.00	111,893.26	98.3
SURPLUS (DEFICIT)	766.76	8,471.91	1004.8	2,300.28	9,200.00	279,724.04	2940.4

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: CABLE TV
FOR 3 PERIODS ENDING MARCH 31, 2019

DEPARTMENT DESCRIPTION	MARCH BUDGET	MARCH ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
CABLE TV / GENERAL	11,753.33	40.00	(99.6)	35,259.99	141,040.00	38,837.33	(72.4)
TOTAL REVENUES	11,753.33	40.00	(99.6)	35,259.99	141,040.00	38,837.33	(72.4)
EXPENSES							
CABLE TV / GENERAL	8,962.44	5,172.48	42.2	26,887.32	107,550.00	32,216.95	70.0
TOTAL EXPENSES	8,962.44	5,172.48	42.2	26,887.32	107,550.00	32,216.95	70.0
TOTAL FUND REVENUES	11,753.33	40.00	(99.6)	35,259.99	141,040.00	38,837.33	(72.4)
TOTAL FUND EXPENSES	8,962.44	5,172.48	42.2	26,887.32	107,550.00	32,216.95	70.0
SURPLUS (DEFICIT)	2,790.89	(5,132.48)	(283.9)	8,372.67	33,490.00	6,620.38	(80.2)

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TOURISM FUND
FOR 3 PERIODS ENDING MARCH 31, 2019

DEPARTMENT DESCRIPTION	MARCH BUDGET	MARCH ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
TOURISM COMMITTEE / GENERAL	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL REVENUES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
EXPENSES							
TOURISM COMMITTEE / GENERAL	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL EXPENSES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL FUND REVENUES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL FUND EXPENSES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
SURPLUS (DEFICIT)	0.00	0.00	0.0	0.00	0.00	0.00	0.0

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #2 DISTRICT
FOR 3 PERIODS ENDING MARCH 31, 2019

DEPARTMENT DESCRIPTION	MARCH BUDGET	MARCH ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
TID DISTRICT #2	171,992.73	4,379.65	(97.4)	515,978.19	2,063,913.00	1,479,905.19	(28.2)
TOTAL REVENUES	171,992.73	4,379.65	(97.4)	515,978.19	2,063,913.00	1,479,905.19	(28.2)
EXPENSES							
TID DISTRICT #2	125,376.29	230,697.10	(84.0)	376,128.87	1,504,516.00	230,697.10	84.6
TOTAL EXPENSES	125,376.29	230,697.10	(84.0)	376,128.87	1,504,516.00	230,697.10	84.6
TOTAL FUND REVENUES	171,992.73	4,379.65	(97.4)	515,978.19	2,063,913.00	1,479,905.19	(28.2)
TOTAL FUND EXPENSES	125,376.29	230,697.10	(84.0)	376,128.87	1,504,516.00	230,697.10	84.6
SURPLUS (DEFICIT)	46,616.44	(226,317.45)	(585.4)	139,849.32	559,397.00	1,249,208.09	123.3

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #1 DISTRICT
FOR 3 PERIODS ENDING MARCH 31, 2019

DEPARTMENT DESCRIPTION	MARCH BUDGET	MARCH ACTUAL	%	FISCAL YEAR-TO-DATE BUDGET	FISCAL YEAR-TO-DATE ACTUAL	%
REVENUES						
TID #1 DISTRICT	67,746.23	1,805.39	(97.3)	203,238.69	555,661.55	(31.6)
TOTAL REVENUES	67,746.23	1,805.39	(97.3)	203,238.69	555,661.55	(31.6)
EXPENSES						
TID #1 DISTRICT	64,882.91	0.00	100.0	194,648.73	778,595.84	0.0
TOTAL EXPENSES	64,882.91	0.00	100.0	194,648.73	778,595.84	0.0
TOTAL FUND REVENUES	67,746.23	1,805.39	(97.3)	203,238.69	555,661.55	(31.6)
TOTAL FUND EXPENSES	64,882.91	0.00	100.0	194,648.73	778,595.84	0.0
SURPLUS (DEFICIT)	2,863.32	1,805.39	(36.9)	8,589.96	(222,934.29)	(748.8)

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #3 DISTRICT
FOR 3 PERIODS ENDING MARCH 31, 2019

DEPARTMENT DESCRIPTION	MARCH BUDGET	MARCH ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
TID #3 DISTRICT	5,100.90	(19,794.52)	(488.0)	15,302.70	61,211.00	249,463.04	307.5
TOTAL REVENUES	5,100.90	(19,794.52)	(488.0)	15,302.70	61,211.00	249,463.04	307.5
EXPENSES							
TID #3 DISTRICT	11,265.73	24,693.75	(119.1)	33,797.19	135,189.00	24,693.75	81.7
TOTAL EXPENSES	11,265.73	24,693.75	(119.1)	33,797.19	135,189.00	24,693.75	81.7
TOTAL FUND REVENUES	5,100.90	(19,794.52)	(488.0)	15,302.70	61,211.00	249,463.04	307.5
TOTAL FUND EXPENSES	11,265.73	24,693.75	(119.1)	33,797.19	135,189.00	24,693.75	81.7
SURPLUS (DEFICIT)	(6,164.83)	(44,488.27)	621.6	(18,494.49)	(73,978.00)	224,769.29	(403.8)

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #4 DISTRICT
 FOR 3 PERIODS ENDING MARCH 31, 2019

DEPARTMENT DESCRIPTION	MARCH BUDGET	MARCH ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
TID #4 DISTRICT	7,893.82	3,320.40	(57.9)	23,681.46	94,726.00	82,492.85	(12.9)
TOTAL REVENUES	7,893.82	3,320.40	(57.9)	23,681.46	94,726.00	82,492.85	(12.9)
EXPENSES							
TID #4 DISTRICT	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TID #4 DISTRICT	226,330.06	71,745.30	68.3	678,990.18	2,715,961.00	145,817.73	94.6
TOTAL EXPENSES	226,330.06	71,745.30	68.3	678,990.18	2,715,961.00	145,817.73	94.6
TOTAL FUND REVENUES	7,893.82	3,320.40	(57.9)	23,681.46	94,726.00	82,492.85	(12.9)
TOTAL FUND EXPENSES	226,330.06	71,745.30	68.3	678,990.18	2,715,961.00	145,817.73	94.6
SURPLUS (DEFICIT)	(218,436.24)	(68,424.90)	(68.6)	(655,308.72)	(2,621,235.00)	(63,324.88)	(97.5)

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: REVOLVING LOAN FUND (STATE)
FOR 3 PERIODS ENDING MARCH 31, 2019

DEPARTMENT DESCRIPTION	MARCH BUDGET	MARCH ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
REVOLVING LOAN FUND (STATE)	382.16	518.49	35.6	1,146.48	4,586.00	1,546.75	(66.2)
TOTAL REVENUES	382.16	518.49	35.6	1,146.48	4,586.00	1,546.75	(66.2)
EXPENSES							
REVOLVING LOAN FUND (STATE)	941.66	0.00	100.0	2,824.98	11,300.00	0.00	100.0
TOTAL EXPENSES	941.66	0.00	100.0	2,824.98	11,300.00	0.00	100.0
TOTAL FUND REVENUES	382.16	518.49	35.6	1,146.48	4,586.00	1,546.75	(66.2)
TOTAL FUND EXPENSES	941.66	0.00	100.0	2,824.98	11,300.00	0.00	100.0
SURPLUS (DEFICIT)	(559.50)	518.49	(192.6)	(1,678.50)	(6,714.00)	1,546.75	(123.0)

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: SOLID WASTE ENTERPRISE
FOR 3 PERIODS ENDING MARCH 31, 2019

DEPARTMENT DESCRIPTION	MARCH BUDGET	MARCH ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
SOLID WASTE ENTERPRISE FUND	41,460.81	42,249.02	1.9	124,382.43	497,530.00	122,354.28	(75.4)
TOTAL REVENUES	41,460.81	42,249.02	1.9	124,382.43	497,530.00	122,354.28	(75.4)
EXPENSES							
SOLID WASTE ENTERPRISE FUND	41,874.50	27,589.01	34.1	125,623.50	502,495.00	68,327.95	86.4
TOTAL EXPENSES	41,874.50	27,589.01	34.1	125,623.50	502,495.00	68,327.95	86.4
TOTAL FUND REVENUES	41,460.81	42,249.02	1.9	124,382.43	497,530.00	122,354.28	(75.4)
TOTAL FUND EXPENSES	41,874.50	27,589.01	34.1	125,623.50	502,495.00	68,327.95	86.4
SURPLUS (DEFICIT)	(413.69)	14,660.01	(3643.7)	(1,241.07)	(4,965.00)	54,026.33	(1188.1)

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

MUNICIPAL REPORT TOTALS
FOR 3 PERIODS ENDING MARCH 31, 2019

DEPARTMENT DESCRIPTION	MARCH BUDGET	MARCH ACTUAL	%	VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	FISCAL YEAR-TO-DATE ACTUAL	%	VARI- ANCE
TOTAL MUNICIPAL REVENUES	1,920,018.32	296,580.15		(84.5)	5,760,054.96	6,003,518.44		(73.9)
TOTAL MUNICIPAL EXPENSES	2,055,355.49	1,517,043.88		26.1	6,166,066.47	3,788,670.05		84.6
SURPLUS (DEFICIT)	(135,337.17)	(1,220,463.73)		801.7	(406,011.51)	2,214,848.39		(236.3)

CITY OF STURGEON BAY
INSPECTION DEPARTMENT

March 31, 2019

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

March-19	YEAR TO DATE		March-19	YEAR TO DATE
1	1	ONE FAMILY DWELLINGS	265,000	265,000
0	0	TWO FAMILY DWELLINGS	-----	-----
0	0	MULTIPLE FAMILY DWELLINGS	-----	-----
0	0	MANUFACTURED HOME	-----	-----
0	0	C.B.R.F.	-----	-----
0	0	RESIDENTIAL ADDITIONS	-----	-----
0	4	RESIDENTIAL ALTERATIONS	-----	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	-----	-----
1	1	NON-RESIDENTIAL GARAGES & STORAGE BUILDINGS	269,000	269,000
0	0	NON-RESIDENTIAL ADDITIONS	-----	-----
0	10	NON-RESIDENTIAL ALTERATIONS	-----	432,000
0	0	MUNICIPAL BUILDINGS	-----	-----
0	0	WAREHOUSES	-----	-----
0	0	FACTORY & SHOP	-----	-----
0	0	COMMUNICATION TOWER	-----	-----
0	0	SUBSTATION	-----	-----
0	0	AGRICULTURAL BUILDINGS	-----	-----
2	16	TOTAL ESTIMATED COST OF CONSTRUCTION	\$534,000	\$1,129,250
March, 2019	YEAR TO DATE	TOTAL PERMITS ISSUED	March, 2019	YEAR TO DATE
2	16	BUILDING PERMITS	1,151	3,973
2	20	ELECTRICAL PERMITS	363	4,324
2	10	PLUMBING PERMITS	169	1,103
1	11	HEATING PERMITS	119	4,601
36	80	SIGN PERMITS	1,160	2,620
2	2	MISCELLANEOUS PERMITS	225	225
0	0	SUMP PUMP PERMITS	-----	-----
0	0	ELECTRICIAN LICENSES	-----	-----
0	0	EARLY STARTS	-----	-----
1	1	EROSION CONTROL	100	100
0	0	STATE PLAN APPROVALS	-----	-----
1	1	PARK & PLAYGROUND PAYMENTS	300	300
1	1	WISCONSIN PERMIT SEALS	35	35
1	3	ZONING BOARD OF APPEALS APPLICATIONS	300	900
1	1	ZONING CHANGES/P.U.D. APPLICATIONS	427	427
1	1	PLAN COMMISSION - CONDITIONAL USES	300	300
0	1	CERTIFIED SURVEY MAP REVIEWS	-----	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	-----	-----
2	5	COMMERCIAL OCCUPANCY FEES	100	250
0	0	PIER PERMIT	-----	-----
0	0	DEMOLITION	-----	-----
1	5	PLAN REVIEW FEE	400	2,250
		ADMIN FEE	100	702
TOTAL RECEIPTS DEPOSITED WITH CITY TREASURER			\$5,249.00	\$22,250.00

Cheryl Nault
Building Inspection Dept.



CITY of STURGEON BAY FIRE DEPARTMENT

421 Michigan St
Sturgeon Bay, WI 54235

Kalin Monteideo
Assistant Fire Chief

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

STURGEON BAY FIRE DEPARTMENT MARCH 2019 FIRE REPORT

MARCH INCIDENTS: 134
YEAR TO DATE INCIDENTS: 370

INCIDENTS BY JURISDICTION:

CITY - East Side: 89 Year to Date: 242

- 73 – Medical Incident
- 01 – Smoke Scare/Odor of Smoke
- 03 – Alarm/Detector Activation, No Fire
- 01 – Gas Leak
- 01 – Building/Structure Weakened or Collapsed
- 01 – Trash/Rubbish Fire
- 01 – Explosive/Bomb Removal

CITY - West Side: 30 Year to Date: 80

- 21 – Medical Incident
- 03 – Alarm/Detector Activation, No Fire
- 01 – Sprinkler Activation, No Fire

Town of Sevastopol: 07 Year to Date: 30

- 01 – Confined Space Rescue
- 01 – HazMat Investigation
- 01 – Search for Person in Water

Town of Sturgeon Bay: 05 Year to Date: 14

- 03 – Medical Incident
- 01 – Vehicle Accident

AVERAGE RESPONSE TIME:

EMERGENT: 4.27 Minutes **NON-EMERGENT:** 4.33 Minutes

- 01 – Structure Fire
- 01 – Sprinkler Activation, No Fire
- 01 – Assist Law Enforcement or Government Agency
- 03 – Fire Investigation
- 01 – Water Vehicle Fire
- 01 – Excessive Heat, Scorch Burns, No Ignition

EMERGENT: 3.42 Minutes **NON-EMERGENT:** 4.23 Minutes

- 02 – Vehicle Accident
- 02 – Flammable/Combustible Liquid Spill
- 01 – No Incident Found at Dispatch Address

EMERGENT: 9.04 Minutes **NON-EMERGENT:** 12.01 Minutes

- 02 – Assist Law Enforcement or Government Agency
- 01 – Gas Leak
- 01 – Alarm/Detector Activation, No Fire

EMERGENT: 6.42 Minutes **NON-EMERGENT:** 8.05 Minutes

- 01 – Alarm/Detector Activation, No Fire

MUTUAL AID/MABAS INCIDENTS

Gibraltar: 0 Year to Date: 01

Egg Harbor: 01 Year to Date: 01

- 01 – Structure Fire

Sister Bay: 01 Year to Date: 01

- 01 – Structure Fire

Southern Door: 01 Year to Date: 01

- 01 – Structure Fire

INPECTION REPORT:

Inspections – City of Sturgeon Bay:	<u>132 Inspections</u>	<u>122.45 Hours</u>
Inspections – Town of Sevastopol:	<u>11 Inspections</u>	<u>16.3 Hours</u>
Inspections – Town of Sturgeon Bay:	<u>0 Inspections</u>	<u>0 Hours</u>
Inspections – Town of Jacksonport:	<u>0 Inspections</u>	<u>0 Hours</u>

SPECIAL REPORTS, TRAINING AND MAINTENANCE

MAINTENANCE:

Firefighters replaced the control valve for Engine 4 cab heater; removed unused vehicle exhaust system components and tested the remaining system; installed a new door on the trailer; rewired the hand throttle and replaced the front suction actuator on Engine 4; began our annual hose testing; took down the projector in Council Chambers; stripped lights/siren/equipment from Lt Henry's vehicle and installed into his new vehicle; repaired air leaks, leaking pump intake valve and intake switch on Engine 4 and repaired the right slack adjuster on Engine 6 .

TRAINING:

542.7 hours of training were conducted in March. Firefighters trained with driving and pump operations on fire apparatus; Shipboard Tours; Gear Inspections; PT-FF Mann, PT-FF Aldrich and PT-FF Coyer continued Emergency Medical Responder training at NWTC-Sturgeon Bay; on-duty firefighters trained with tactical medical equipment and rescue task force (RTF) equipment; vehicle stabilization using air bags and cribbing and 10 firefighters began Fire Officer class held at the Eastside Station.

At the end of March we held a Live Fire Training Burn at a home located in Sturgeon Bay. During this training, firefighters practiced with roof operations/ventilation, self-rescue techniques, vent, enter and search drills and live fire attack.

OTHER:

Fire Chief and AC attended City and other Town meetings.

Chief Dietman and AC Montevideo trained crew members of Central Marine Logistics on First Aid/CPR, Fire Safety and Cold Water Emergencies and gave a presentation on Fire Department Operations for NWTC Learning in Retirement.

BEVERAGE OPERATOR LICENSES

1. Berka, Thomas S.
2. Brungraber, Amanda L.
3. Brunswick, Candi M.
4. DeSteffen, Brittany L.
5. Grovogel, Terra A.
6. Hein, Stanley R. III
7. Huggett, Krystn C.
8. Jurss, Victor L.
9. Knapp, Deborah A.
10. Larsen, Benjamin H.
11. Oakley, Kelly K.
12. Pallex, Vincent J.
13. Parson, Barb R.
14. Pichette, Rachel M.
15. Poh, George W.
16. Poh, Jeffrey G.
17. Rabida, Katrina M.
18. Werkmann, Crystal M.

SIX MONTH CLASS B BEER LICENSE

Aloha Classic Inc.
Agent: Carl R. Bridenhagen
1028 W Maple Street
Sturgeon Bay, WI 54235
Location: 37 West Redwood Street, West Side Ballfield
Dates: May 8, 2019 – October 31, 2019

PKS3, LLC.
Agent: Martin Kelsey
5780 W Jorns Lane
Sturgeon Bay, WI 54235
Location: 812 North 14th Avenue
Dates: May 18, 2019 – November 17, 2019

DISALLOWANCE OF CLAIM RESOLUTION

WHEREAS, A Notice of Claim was filed on February 13, 2019, with an incident date of February 12, 2019, with the City Clerk; and

WHEREAS, said Notice of Claim alleges that Randall Leamer, 3702 Mackert St, Manitowoc, WI 54220, sustained damages, and alleges that there was damage to his vehicle caused by the City of Sturgeon Bay and employees of the City of Sturgeon Bay; and

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

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

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

* * * * *

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

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

Statewide Services, Inc.

Claim Division

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

April 16, 2019

City of Sturgeon Bay
Attn: Valerie Clarizio
421 Michigan St.
Sturgeon Bay, WI 54235

Program: League of Wisconsin Municipalities Mutual Insurance
Our Insured: City of Sturgeon Bay
Date of loss: 2/12/2019
Our Claim # WM000152810178
Claimant: American Family Insurance
Attn: Subrogation Dept.
6000 American Pkwy.
Madison, WI 53783

Dear Ms. Clarizio,

Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance which insures the City of Sturgeon Bay. We are in receipt of the Subrogation claim submitted by American Family Insurance for damage to a vehicle owned by their insured, Randall Leamer.

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

Our denial is based on the fact that the investigation revealed that the claimant vehicle was majority at fault for this accident. The claimant vehicle did not keep a safe distance behind the City snow plow as outlined in WI Code, Chapter 346.

Please submit the disallowance directly to American Family Insurance at the above address. Please reference American Family claim number 01-001-288442 in your letter. The disallowance should be sent certified or registered mail and must be received by the claimant within 120 days after you receive Notice of Claim. Please send a copy of the disallowance to Statewide Services Inc. Claims.

Thank you,

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

CC: Sherri Regenwether

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend the Common Council that the Mayor and City Administrator submit a letter of support in discussing the future of the Door to Door program to the Door County Board of Supervisors.

Respectfully submitted,
COMMUNITY PROTECTION AND SERVICES COMMITTEE
By: Dan Williams, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: April 30, 2019

* * * * *

Introduced by _____.

Moved by Alderperson _____, seconded by

Alderperson _____ that said recommendation 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 Common Council to approve the changes to Chapter 35, Code of Conduct and Chapter 36, Code of Ethics of the Municipal Code.

Respectfully submitted,
COMMUNITY PROTECTION AND SERVICES COMMITTEE
By: Dan Williams, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: April 30, 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 35 and 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:

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 or the gain of affiliated organizations. 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.* [For purposes of this document, the term "administrative authority" includes the duties of the Mayor and City Administrator as described in the Wisconsin Statutes and City of Sturgeon Bay Code of Ordinances]. 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 Comment 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 to the City Council. (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, or employed by 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 that fall outside of the Council appointments to various Boards and Commissions as part of their Council duties.* 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:

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) *Personal Interest* Is an interest in either the subject matter or a relationship with the parties coming before the body that may have, or appear to have the potential to influence or compromise professional judgment and objectivity of the official or employee.
- (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.
- (8) *Documentation of Membership:* An Alderperson who has been a voting member, officer, shareholder, etc. of an organization making formal presentations to the City Council should identify the affiliation prior to active participation in the discussion or casting votes.

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) *Closed Sessions:* Closed sessions are to be held in the strictest confidence. Failure to uphold the confidentiality of statements, actions, declarations, etc. to others outside of the closed session will be considered a violation of this Code of Ethics.
- (d) *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 within 60 days 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 must 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. Unless supervised by another individual within the department. The overseeing individual shall report directly to the Human Resources Director on matters involving the specified individual.

(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 or documented member of personal 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 or documented member of personal 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. Three of the members appointed to the Ethics Board should be in good standing and include current or former legal professionals, clergy, human resources professionals or other current or former members of an occupation that demands adherence to an ethical standard or have formal training in the study of ethics and philosophy. No member of the Ethics Board may be a current or former member of the Common Council of the City of Sturgeon Bay. Two members appointed to the Ethics Board may be residents at large. All members of the Ethics Board must be residents of the City of Sturgeon Bay. 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 city resident 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 one hundred dollars (\$100). 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 (Thirty 30) days of the date of filing of the complaint with the clerk for the purpose of determining whether, when 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.

(4) *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 forty-five (45) 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.
- (j) Recommendations made to the Common Council that include disciplinary action must be approved by a super majority (majority plus one) of the entire Ethics Board.

(5) *Council Action-*

- (a) Review of Ethics Board Report. Upon the receipt of the Ethics Board report the Council shall take up the report at its next available, regular Council meeting. 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.

(6) *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.

- (7) *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. Instances of possible perjury will be referred to the district attorney after consultation with the City Attorney. 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.

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

We, the Finance/Purchasing & Building Committee, hereby recommend to accept the contract from Door County Inspections LLC for building inspections services for the City of Sturgeon Bay.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: April 30, 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: Contract for Building Inspection Services

Background: Sturgeon Bay has contracted for all building inspection services since 2002. This work is currently performed by SAFEbuilt, LLC. SAFEbuilt has submitted its 60-day notice to terminate the contract. The company is ending its contracts with several nearby communities and is completely pulling out of northeast Wisconsin. The termination is effective May 12th.

The state of Wisconsin requires all communities to enforce the commercial and residential building codes and perform building inspections. Communities have the options of hiring an in house inspector, contracting with an inspection company or individual inspector(s), or letting the state handle building inspections. If the last option is chosen, the state will typically contract with the same individuals or firms that the city would have contracted with. But the City would no longer have control over the hire and would not receive any portion of the permit fees.

Years ago the City did have an in house building inspector. But since there isn't enough workload to justify a full-time position the City would need to hire a part-time person or reorganize staffing to have a full-time person do other duties such as zoning administration or property assessing. Hiring an in house inspector also has the problem of coverage during the times when that person is unavailable due to vacations, illnesses, or other time away. Therefore, continuing to contract with a private company for building inspection services appears to offer the most advantages to the City.

A Request for Proposals (RFP) was advertised and was directly sent to various inspection firms doing business in Wisconsin. Three proposals were received – Inspection Specialists, LLC; KR Inspections, LLC; and Door County Inspections, LLC. These are summarized below.

Inspection Specialists, LLC (IS) is a firm headed by Brett Guilette and is based in Door County. IS currently contracts with many municipalities in Door, Kewaunee, and Brown Counties. Their proposal complies with the parameters of the RFP. Mr. Guilette would take on the duties of primary inspector and handle office hours. He has all certifications except commercial electrical. He has part-time inspectors to handle commercial electrical inspections and to provide back-up. If awarded the Sturgeon Bay Contract, IS intends to employ Chris Jensen, who is a Door County native with credentials that currently works for the City of Appleton. IS also has administrative support. Mr. Guilette is familiar with Sturgeon Bay's inspection program, since he served for several years as the primary inspector for the City prior to creating his own inspection firm.

In terms of the financial proposal, IS would perform the work based upon receiving 90% of the collected permit fees under their proposed fee structure. The fee structure is somewhat different than the current Sturgeon Bay fee structure. For some permit categories such as new homes the fees are based upon a graduated rate that rises for various ranges of floor area. This is different from the current system of a per square foot fee. For new residential construction the fee is inclusive for building, electric, plumbing, HVAC, and erosion control permits. The proposed inclusive fee for new dwellings would be higher than the combined fees under the City's current

fee structure. But it appears that the fee structure will result in lower permit fees for several categories and the same fees in other categories. For work performed that does not involve the collection of a permit fee, IS will charge a rate of \$35 per hour.

KR Inspections, LLC (KR) is owned by Kevin Kettner, who is one of the SAFEbuilt employees that are being laid off due to its leaving northeast Wisconsin. He is based in Appleton. The proposal is not as detailed and it does not appear to include all of the parameters of the RFP. Office hours would be two days per week for 4plus hours rather than the 3 days for 4.5 hours total. Mr. Kettner has all of the necessary building inspection credentials and considerable experience. But he did not indicate any back-up inspectors and states that the number of co-workers that can assist him would be based upon the number of municipalities that he gets contracts for. KR did not include a sample contract, but their proposal is to charge \$85 per hour plus charge mileage at the IRS mileage rate. KR would also do plan reviews at \$100 per hour. After two years the fees would be increased to \$95 and \$110 per hour respectively. This system is different from the traditional method of paying inspectors via a percentage of permit fees collected. KR did not include a fee schedule but offered to review and raise the City's current fee schedule to ensure that permit fees are covering the expenses. KR would also require the City to provide inspection software.

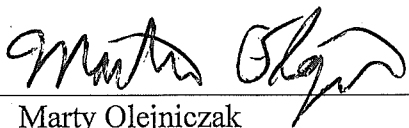
Door County Inspections, LLC (DCI) is a new company based in Door County owned by Brett Temme, who also is a building inspector being laid off by SAFEbuilt. Mr. Temme has been the primary contracted inspector for the City of Sturgeon Bay for about the last 9 years. The proposal meets the parameters of the RFP. Mr. Temme has all of the required credentials except commercial electrical. He is expected to receive that certification in July. Mr. Temme would be assisted by John Dwonch and Ken Knuth, who also are SAFEbuilt employees with experience in Sturgeon Bay. Kevin Kettner and Terry Fameree would provide back-up service and commercial electrical inspections until Mr. Temme receives his certification. It is noted that Kettner has also submitted a proposal for his inspection firm. The proposal also states that it is the company's intention to hire an administrative assistant to help with permitting and office duties.

The financial proposal put forth by DCI is based upon receiving 90% of the permit fees. The fee schedule that DCI proposes is very similar in format to the current city fee schedule. But the minimum fee for individual categories has increased and some of the "per square foot" fees also are slightly increased. But some fees actually decreased from the current system. Overall, it appears there would be an increase in total permit fees collected. The increase in permit fees will partially offset the fact that the City currently pays only 85% of collected permit fees to the building inspection contractor. For work performed that does not involve the collected of a permit fee, DCI intends to charge a rate of \$55 per hour during regular business hours and \$65 per hour outside of regular hours (such as attending a night meeting on behalf of the City).


Fiscal Impact: The RFP and the submitted proposals call for a three year contract. The cost of this service is based upon the building permit fees collected and varies from year to year. For year 2018, the city paid about \$75,000 to the contractor. This was based upon an 85%-15% split of the permit revenue. Both the IS proposal and DCI proposal call for a 90-10 split, which is typically for most communities in northeast Wisconsin. Thus, the cost of the service is expected

to rise assuming permit activity remains constant. The IS fee structure appears to result in lower overall fees which will offset the change in the split, but also decrease the City's retained portion. The DCI fee structure appears to slightly raise permit fees. It is difficult to provide an actual yearly estimate of the impact of the two proposals due to the variability of the permit activity.


Recommendation: Based upon the review of the proposals, both Inspection Specialists and Door County Inspections are qualified to do the work and have the personnel available and experience with Sturgeon Bay. KR Inspections proposal is harder to judge. It was not as detailed and therefore difficult to state whether the quality of the inspections would be ensured. It also is difficult to judge the financial impact due to the per hour (plus mileage) fee. Therefore, staff believes that KR should be dropped from consideration. Both IS and DCI are acceptable firms. Staff has a preference for DCI due to the continuity of having the same inspectors that are currently doing the work. The fee structure for DCI will also allow the City to recoup an amount closer to the current amount received under the SAFEbuilt contract. If a proposal is approved, the contract needs to be reviewed and approved by the City Attorney.

Drafted by: 
Marty Olejniczak
Community Development Director

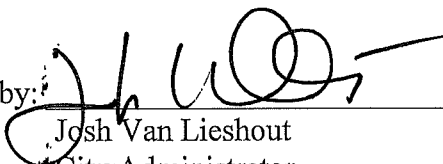
4/25/19
Date

Reviewed by: 
Chris Sullivan-Robinson
Planner/Zoning Administrator

4.25.19
Date

Reviewed by: 
Tim Dietman
Fire Chief

4/25/19
Date

Reviewed by: 
Josh Van Lieshout
City Administrator

4/25/19
Date



3/13/19

Thad Birmingham, Mayor
City of Sturgeon Bay
421 Michigan St
Sturgeon Bay, WI 54235

RE: Termination of Contract for Services, effective 3/13/19, between the City of Sturgeon Bay, Wisconsin and Independent Inspections, Ltd., which was acquired through a stock acquisition by SAFEbuilt Wisconsin, LLC, a whole subsidiary of SAFEbuilt, LLC.

Dear Mr. Birmingham,

This letter is to inform you that SAFEbuilt has elected to terminate the Agreement as it relates to Commercial and Residential Inspection services pursuant to Section 5 of the Agreement. Pursuant to that section, SAFEbuilt is providing you with 60 days advance written notice of its intent to terminate. Termination will be effective on 5/12/19 ("Termination Date") and SAFEbuilt will cease to provide services at the close of business on that day.

During the period up to and including the Termination Date, SAFEbuilt will continue to provide all the Services specified in the Agreement and will invoice the City of Sturgeon Bay in accordance with the provisions of the Agreement.

Upon reaching the final termination date, both parties will agree upon one of the following options:

SAFEbuilt will reimburse to you a pro-rata share of the fees collected by us with respect to the improvements for which final inspections have not been completed. The pro-rated refund will be calculated based on the percentage of the total work associated with the fees completed by SAFEbuilt, as mutually agreed. -OR-

If local staffing resources are available, SAFEbuilt will continue to provide the Services with respect to improvements for which (i) a permit has been issued on or before the Termination Date and (ii) such permit is still in effect, but which have not passed final inspection as of that date.

During the notification period, we will continue to invoice you monthly, except that the final invoice for that period may cover a partial month. Payment for the final month or partial month will be due thirty (30) days after the invoice date. If you elect to have us continue to provide Services as described above, we will invoice you for that work monthly.

We have enjoyed working with you and with the City of Sturgeon Bay and wish you the best going forward. If you have any questions concerning this termination notice, please contact me at your convenience.

Regards,

Thomas P. Wilkas, CFO
SAFEbuilt, LLC

CITY OF STURGEON BAY
WISCONSIN

Request for Proposal
BUILDING INSPECTION AND RELATED SERVICES

Issued March 22, 2019

CITY OF STURGEON BAY

**REQUEST FOR PROPOSALS
BUILDING INSPECTION SERVICES**

March 22, 2019

The City of Sturgeon Bay is seeking proposals from Wisconsin Certified Building Inspectors and/or Building Inspection Firms for the position of contract Building Inspector. The contract term will be for three years. The individual or firm submitting a reply to this request should have at least five (5) years of Building Inspection experience.

Five (5) copies of the proposal must be received no later than **3:00PM on April 19, 2019**. Proposals delivered or received after the submittal deadline shall be considered late and rejected. There are no exceptions to this requirement. The Proposal must be placed in a sealed envelope, plainly marked "Sealed Bid/Proposal for Building Inspection Services" and addressed to:

Stephanie Reinhardt, City Clerk
City Hall
421 Michigan Street
Sturgeon Bay, WI 54235

Emailed submissions are not acceptable. Inquiries regarding this RFP should be directed to Marty Olejniczak, Community Development Director, at 920-746-6908, molejniczak@sturgeonbaywi.org

BACKGROUND

Community Info

The City of Sturgeon Bay is the county seat and largest community in Door County. The population for Sturgeon Bay under the 2010 U.S. Census was 9,144. The City is the hub for the region's retail, industry, medical, and government services. It features a vibrant downtown, growing industrial park, and expanding tourism sector.

Sturgeon Bay operates under the mayor-council form of governance. Day to day operations are overseen by the appointed City Administrator. The building inspection services are currently housed within the Community Development Department under the direction of the Community Development Director.

Current Practice

Since 2002 all building inspection services have been contracted to a private firm. Prior to 2002 the City employed in house building inspectors. Currently, the building inspection contract is with SAFEbuilt, which provides credentialed inspectors for all facets.

The City provides office space and other amenities for the contracted building inspector. In addition, in house city staff administers the Sturgeon Bay Zoning Code. Hence, the contracted building inspector is only responsible for plan review and inspections for construction projects under the various building codes.

In 2016 the City became a delegated community for commercial plan review. Plan review for all commercial projects can be provided through contracted plan reviewers (SAFEbuilt).

SAFEbuilt recently provided notice that it is ending its building inspection services in Northeast Wisconsin. This action impacts 8 municipalities in Door County that currently have contracts with SAFEbuilt. This Request for Proposals, however, only involves services for the City of Sturgeon Bay.

Permit History

Permit activity in the City of Sturgeon Bay has been fairly consistent over the last five years. The following is the average annual number of permits issued for each permit category:

Permit Type	Average Number of Permits Issued Annually (2014 - 2018)
Building	154
Electrical	165
Plumbing	110
Heating	69
Occupancy	41

SCOPE OF SERVICES

The City of Sturgeon Bay is requesting proposals from qualified firms or individuals, hereinafter referred to as “contractor”, for building inspection services. The services under the proposed contract would start on May 13, 2019.

The Contractor shall be required to perform the following job functions in a manner consistent with the provisions of the Wisconsin Uniform Dwelling Code and the International Commercial Building Code including electrical, HVAC, plumbing and other associated codes adopted by the State of Wisconsin or the City of Sturgeon Bay for all single family, multiple family dwellings, commercial, industrial and public buildings. This work includes administering Sturgeon Bay municipal code Chapter 15 (Building Regulations), Chapter 16 (Plumbing Code), Chapter 17 (Electrical Code), Chapter 18 (Standard Gas Code) and Chapter 22 (Housing Code):

1. Process building permit applications
2. Conduct plan examinations
3. Perform field inspections (preferably within 24 hours of requested inspection, but in no instance more than 48 hours), to include but not limited to:
 - A. Footing inspection
 - B. Foundation inspection
 - C. Construction inspection (rough)
 - D. Plumbing inspection (rough)
 - E. Heating, ventilating and air conditioning inspection (rough)
 - F. Electrical inspection (rough)
 - G. Insulation inspection
 - H. Final inspection for construction, plumbing, heating, ventilating and air conditioning, electrical and insulation.
 - I. All necessary inspections on permitted activities such as, but not limited to, deck, swimming pool, accessory building, and alterations and additions.
 - J. Inspections necessary for the issuance of occupancy permits.
4. Administrative functions, including:
 - A. Maintain records, including inspection records.
 - B. Forward building permit information to the Community Development Department.
 - C. Maintain minimum office hours of one and one-half (1.5) hours per day at least three days per week for meeting with public and City Hall staff for follow up, messages and progress reports, etc. Days with office hours shall be Monday, Wednesday and Friday or days as mutually agreed. In addition, the Contractor shall be available to the

- public and City staff by telephone or email during other normal work hours.
 - D. Attend biweekly meetings with pertinent city/utility staff to coordinate issues relating to building/development projects and other meetings as requested by the Community Development Director and/or the City Administrator. Such meetings typically last one hour and are held immediately following normal building inspection office hours.
 - E. With assistance of City staff, collect and process permit fees. The building inspector calculates permit fees, while City staff enters and processes payments. There is no requirement for the Contractor to conduct actual financial transactions.
 - F. Maintain all necessary certifications and obtain hard copy or electronic access to all adopted building codes and amendments or updates that are required to be administered.
5. Assist the City in ensuring compliance by:
- A. Issuing noncompliance orders
 - B. Making recommendations on variances and appeals, when requested.
 - C. Appearing as witnesses during legal proceedings
 - D. Assist with compilation of data required for reports required by the Department of Safety and Professional Services
 - E. Upon receipt of complaint or as directed by Community Development Director and/or the City Administrator respond to complaints of code violations.
 - F. Conduct annual inspections of manufactured home parks in accordance with chapter 9 of the Sturgeon Bay municipal code.

REQUIREMENTS

All records shall remain on-site at the City of Sturgeon Bay City Hall. All of the municipal permit applications, records and all other such inspections information and records as developed by the individual/firm for the City shall be records of the City and shall be owned and possessed by the City.

The City will provide suitable office space in City Hall and will provide telephone, computer, internet access, and file cabinets. In addition, the contractor will have use of copier, scanner and fax machine located elsewhere in City Hall. However, the office space and equipment shall only be used for City of Sturgeon Bay building inspection work. During non-office hours, the public may drop off applications, make payments, and pick up approved permits at the Sturgeon Bay Community Development Department.

The individual/firm selected will not be permitted to assign, subcontract or transfer the work of providing building inspection services without the prior written approval of the City.

To the fullest extent permitted by law, the individual/firm, its agents, servants, officers or employees shall indemnify and hold harmless the City, including, but not limited to, its respective elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the contractor during the contractor's performance of the Agreement or any other agreements of the contractor entered into by reason thereof. The contractor shall indemnify and defend the City, including, but not limited to, its respective elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence and/or willful, wanton or reckless acts or omissions of the contractor, agents, servants, officers, or employees and any or all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees.

The contractor shall maintain insurance coverage to protect against claims, demands, actions, and causes of action, arising from any act or omission of the contractor, his agents and employees in the execution of work. Certificates of insurance by a company authorized to transact business in the State of Wisconsin shall be supplied to the municipality. Limits of liability shall not be less than:

Workers Compensation	With-in Statutory Requirements
Bodily injury per person	\$1,000,000
Property Damage each occurrence	\$1,000,000
Comprehensive Auto Liability Including Non-Ownership Coverage	
Per occurrence	\$1,000,000
Professional Liability (errors & omissions)	\$1,000,000

The City of Sturgeon Bay shall not be liable for any costs incurred by the bidder in responding to this Request for Proposal, or for any costs associated with discussions required for clarification of items related to this proposal.

The City of Sturgeon Bay reserves the right to reject any and all submittals, waive any irregularities, reissue all or part of this Request for Proposal, and not award any contract, all at its discretion and without penalty.

SELECTION CRITERIA

In addition to an acceptable Financial Proposal, the successful contractor will be the one that most successfully demonstrates the following:

1. Certifications as required by the State of Wisconsin.
2. Knowledge and understanding of all applicable codes.
3. Successful experience in providing building inspection services to a municipality of similar size.
4. An ability to ensure inspection coverage during all working days so that permits or inspections are not delayed due to illnesses, vacations, and other disruptions.

5. Demonstration of a high level of accuracy in building inspection services for municipal clients.
6. Evidence of positive client interaction/service from previous or existing municipal clients.
7. Familiarity with the City of Sturgeon Bay.
8. An ability to work effectively with the City of Sturgeon Bay Common Council and its committees
9. An ability to work effectively with City of Sturgeon Bay Staff.
10. An ability to work effectively with building contractors and property owners, particularly in regard to communicating code issues and assisting with permit applications/procedures.

FORM OF PROPOSAL

To be considered, five (5) copies of a proposal must be received at the City Clerk's Office, 421 Michigan Street, Sturgeon Bay, Wisconsin 54235 no later than **3:00PM on April 19, 2019**. The Proposal must be placed in a sealed envelope, plainly marked "Sealed Bid/Proposal for Building Inspection Services."

All proposals shall be made as follows:

1. Cover Letter
2. Detailed response to all SELECTION CRITERIA, above.
3. Detailed Financial Proposal to include:
 - a. Compensation rate to provide the inspection services described in the above and in accordance with the laws of the State of Wisconsin (compensation shall be based upon a percentage of the established application/inspection fee amount).
 - b. A fee structure if different from current City of Sturgeon Bay Fee Structure
 - c. Cost for non-permit inspections and/or other work performed on behalf of the city.

*NOTE: The City will make mutually agreeable arrangements with the selected person/firm for a payment schedule.
4. Names and qualifications of key employees including the name and qualifications of the person in the contractor's employ who will be primarily responsible for building inspection activities for the City of Sturgeon Bay.
5. The proposals shall identify references from municipal clients for which the firm/individual to be assigned as the City's point of contact for the work to be performed has provided inspection services within the past two (2) years. References must include the name, title, address and business phone number of the contact person.
6. The proposals shall identify all contractual inspection obligations that the bidder currently has in the state of Wisconsin.
7. Identify the date when the bidder will be available to begin providing inspection services to the City.
8. All individuals/firms submitting proposals are advised to carefully inspect the City, the entire records and facilities of the City of Sturgeon Bay and examine the above

referenced specifications for the proposed work and judge for themselves the circumstances affecting the cost of the work or the time requirements for its completion. Failure to do so will not relieve the successful bidder of the obligation to furnish and perform the work, to carry out the provisions of the contract, and to complete the contemplated work for consideration set forth in this proposal.

9. Any additional information which you/your firm feels necessary.

During the evaluation process, the City reserves the right to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City, contractors submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the contractor of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the contractor selected.

It is anticipated the selection of an inspection contractor will be completed by May 7, 2019.

April 9, 2019

City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay WI 54235

RE: RFP for City of Sturgeon Bay Building Inspection Services

Dear Counsel Members,

Enclosed is the proposal from Inspection Specialists LLC for the provision of building inspection services for the City of Sturgeon Bay.

We, Inspection Specialists LLC, are thrilled for the opportunity to provide building inspection services for the City of Sturgeon Bay and we are eager to offer our skills and expertise to the home builders in your area.

Our key advantages and qualifications highlighted in the attached proposal include:

- Highly experienced inspectors
- Best proven performance
- Top quality interaction and service
- Most satisfied customers

We look forward to meeting with you to further advance the City of Sturgeon Bay's Inspection Department.

Sincerely,



Brett J. Guilette

Inspection Specialists LLC
Brettg.isllc@gmail.com
920-495-3232

INSPECTION SPECIALISTS, LLC

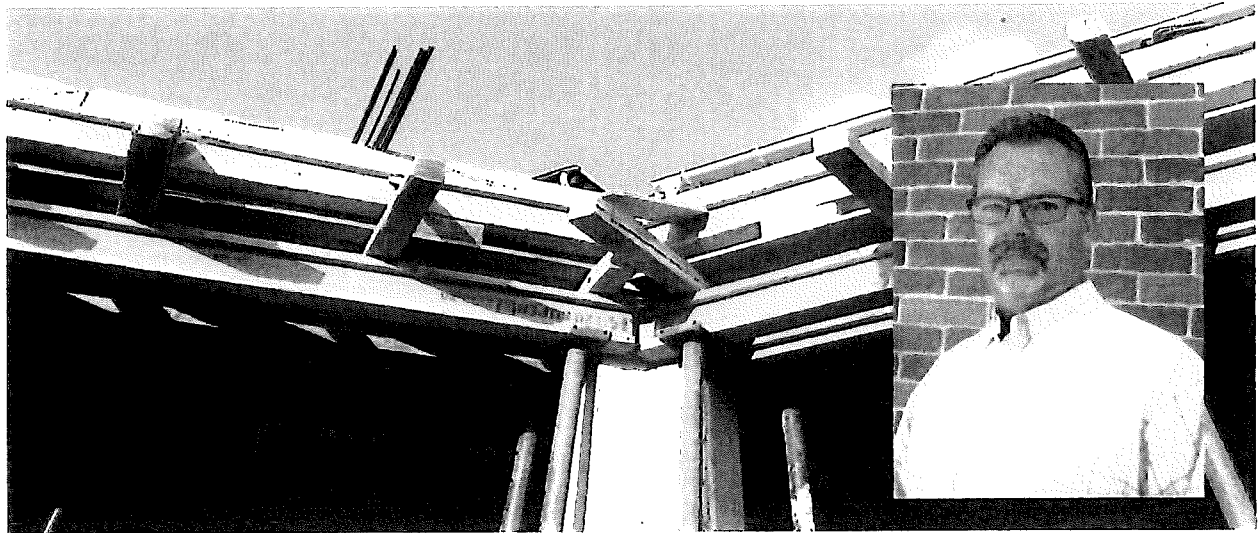
BRETT J. GUILLETTE

P.O.BOX 22

BRUSSELS, WI

920-495-3232

Brettg.isllc@gmail.com



OUR MOTTO

To provide quality inspection services based on the Wisconsin code guidelines, for the goal of protection and safety of each invested property owner while maintaining mutual respect and dignity of every construction craftsman.

Brett Guilette, owner of Inspection Specialists, LLC recognizes the importance of each man/woman dedicated to the building/construction trades. Being an electrical contractor for 20 years, Brett has a keen understanding of and knowledge of proper craftsmanship, timeliness of construction flow and provides valuable input for trouble shooting.

INSPECTION SPECIALISTS, LLC

Inspection Specialists, LLC was established in 2010. The primary owner/inspector is Brett Guilette.

Prior to establishing IS, LLC, Brett was Door and Kewaunee Supervisor for Independent Inspections, LLC for ten years. As supervisor of II, LLC, Brett was responsible for establishing contracts with all of the Door and Kewaunee County municipalities and maintained inspections in each of the municipalities one of which was the City of Sturgeon Bay.

Since venturing on his own in 2010, Inspection Specialists, LLC has grown extensively in 9 years. Inspection Specialists has grown at a rate of 2 new municipalities per year, the latest being the Town of Brussels.

1.) *Certifications* are listed on page 5.

2.) *Knowledge and understanding of codes.*

Brett has been applying the Wisconsin Uniform Dwelling Codes and the International Commercial Building Codes since 2000. Brett Guilette also belongs to the Building Inspectors Association of Northeast Wisconsin, "BIANEW", which enables him to meet together with inspectors all over Northeast Wisconsin to keep first hand knowledge of state code updates and all changes at the state level. The groups round table discussions help every inspector on proper code discernment in every unique situation which comes along. Every license renewal requires a minimum of 24 hours of code study. The BIANEW association provides those educational hours which members like Brett exceeds beyond 50 hours.

3.) *Successful experience in providing building inspection services to a municipality of similar size.*

Brett Guilette was the primary building inspector for the City of Sturgeon Bay from the time the City contracted Independent Inspections, (around 2001), till 2010. It was his honor and pleasure to work with the City of Sturgeon Bay.

Brett also currently contracts with the City of Algoma since 2011 and contracted the City of Kewaunee for 2 years till they required a full-time inspector.

4.) *Ability to ensure inspection coverage during working days.*

Through hard work ethic and dedication to the importance of inspection services is the reason Brett has never taken vacation during working hours. He has been able to maintain all of his municipalities and working around the clock with all contractors' schedules to ensure everyone stays on timely course with their building projects.

Inspection Specialists realizes there is a need for future growth in Door County and is ready to expand as needed. The company has 3 current inspectors and 2 inspectors available for hire. (see credential page 5)

5.) *Demonstration of a high level of accuracy.*

Inspection Specialists has one primary office manager and one financial manager. In 2017, Inspection Specialists was audited by the state Department of Safety and Professional Services and received a high-quality evaluation for record management. Inspection Specialists understands organization and accuracy of records is a very important aspect of the inspection process.

6.) *Evidence of positive client interaction/service from existing municipal clients.*

One of the benefits of contracting with municipalities is the client-company interaction and communication. One of Brett Guilette's qualities is his love of talking to everyone. Whether it is difficult situations, organizing plans and jobs, discussing current news or sports or simply making other people's day a little happier, he always has something positive to say.

It is an honor and privilege to stop in each office even if it is just to greet the staff.
(List of current municipalities, page 6)

7.) *Familiarity with the City of Sturgeon Bay.*

Brett Guilette is a native of Door County. He has worked in the City of Sturgeon Bay since graduating from high school.

His past employment with Independent Inspections has enabled his knowledge of the functions of each of the city departments and familiarized him with each of the staff and leaders.

8.) *Ability to work effectively with the Common Council and its committees.*

Brett's easy-going nature and communication skills make him a good choice in dealing with all committees necessary to carry out city planning and goals.

9.) *Ability to work effectively with City of Sturgeon Bay Staff.*

Brett's past work at the City of Sturgeon Bay was a positive and enjoyable experience with each of the city staff.

10) *Ability to work effectively with building contractors and property owners.*

A continuous growth in Inspection Specialists over the last 9 years is in large part due to Brett's ability to communicate well with Village, Town and City officials, all contractors and property owners. The office manager at Inspection Specialists is very efficient in processing permits to make it as easy as possible for any customer. She will be available for all office hours.

CREDENTIALS

BRETT JOSEPH GUILLETTE

License: **687096**

UDC – HVAC	06/30/21	COMMERCIAL BUILDING	06/30/20
UDC – CONSTRUCTION	06/30/22	COMMERCIAL PLUMBING	06/30/20
UDC – PLUMBING	06/30/22		
UDC – ELECTRICAL	06/30/22		

Brett Guilette is the primary inspector. 19 years, Building Inspector, zoning experience.

ROBERT JUNIO

License: **852872**

UDC – ELECTRICAL	06/30/21
COMMERCIAL ELECTRICAL	06/30/21

Bob Junio has been a part-time inspector for Inspection Specialists since 2011. He is a Master Electrician with his own company in the City of Algoma. Upon retiring Bob will pursue further license to expand his inspection role.

NATHAN GUILLETTE

License: **1160015**

UDC – CONSTRUCTION	RENEWING PROCESS
UDC – HVAC	RENEWING PROCESS

Nathan Guilette is a son of Brett Guilette. He has 18 years of hands on building construction. He works part-time as a fill in for UDC-Construction and UDC-HVAC. He currently holds a full-time job as Door County Sheriff Deputy. With major changes within the Department of Safety and Professional Services, delays have been taking place in the licensing department. His renewal date will be 2022.

CHRIS JENSEN

License: **70845**

UDC – CONSTRUCTION	06/30/22	COMMERCIAL BUILDING	06/30/22
UDC – HVAC	06/30/22	ASSESSOR TECHNICIAN	WI33308CA
UDC – ELECTRICAL	06/30/22		

Chris Jensen is a native of Door County who grew up on Washington Island. His brother, Dennis Jensen is also a building inspector and resource for necessary fill-in situations. Chris currently works full-time for the City of Appleton for the last 19 years. He is well associated with larger city functions. He is working on expanding his license to all areas of inspection. He also holds a Bachelor of Science in Urban and Regional Planning from UWGB.

Chris is also a member of the BIANEW association where Brett met him.

Chris is excited about the opportunity to move back to Door County and work with Inspection Specialists in his home area.

CURRENT MUNICIPALITIES

REFERENCE LIST

CITY OF ALGOMA.....	Wayne Schmidt (City Mayor)	920-255-1145
TOWN OF BAILEYS HARBOR.....	Don Sitte (Town Chairman).....	920-421-0481
TOWN OF BRUSSELS.....	Joe Wautier (Town Chairman).....	920-493-0509
VILLAGE OF CASCO.....	Kelly Pinchart (Village President).....	920-837-2143
TOWN OF CLAY BANKS.....	Myron Johnson (Town Chairman).....	920-743-9004
VILLAGE OF EGG HARBOR	Ryan Heise (Village Administrator).....	920-868-3334
TOWN OF GARDNER.....	Mark Stevenson (Town Chairman).....	920-609-7598
TOWN OF GIBRALTAR.....	Richard Skare (Town Chairman).....	920-868-3316
VILLAGE OF FORESTVILLE.....	Terry McNaulty (Village President).....	920-495-0402
TOWN OF GREEN BAY.....	Cary Dequaine (Town Chairman).....	920-866-9084
TOWN OF HUMBOLDT.....	Steve Dart (Town Chairman).....	920-609-8323
TOWN OF NASEWAUPEE.....	Steve Sullivan (Town Chairman).....	920-743-9391
TOWN OF PIERCE.....	Brian Paplham (Town Chairman).....	920-255-1468
VILLAGE OF SISTER BAY.....	Janal Suppanz (Interim Town Administrator).....	920-854-4118
TOWN OF UNION.....	Brian Renard (Town Chairman).....	920-495-3161
TOWN OF WASHINGTON ISL.....	Gordon Jaeger (Town Chairman).....	920-847-2522



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/17/2018

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

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

PRODUCER G2 Insurance Services, Inc. 14260 W. Greenfield Ave P.O. Box 1325 Brookfield WI 53008-1325	CONTACT NAME: Eve Woelfel PHONE (A/C, No, Ext): (262) 784-0644 FAX (A/C, No): (262) 784-0645 E-MAIL ADDRESS: EVEN@G2insuranceservices.com
INSURED Inspection Specialists LLC 997 County Road Y 2231 County Rd S Brussels WI 54204	INSURER(S) AFFORDING COVERAGE INSURER A: Acuity INSURER B: CNA INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL18101705208

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			X17798	05/19/2018	05/19/2019	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Errors & Omissions			MCH288321374	02/03/2016	02/03/2019	per claim	\$1,000,000
							Aggregate	\$1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Carol Willisick

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**FEE SCHEDULE
CITY OF STURGEON BAY**

A. RESIDENTIAL - 1 & 2 Family

1. New Structure 1 & 2 Family Homes:

Fees include building, electric, plumbing, HVAC and erosion.

0 - 1499 sq. ft.	\$850.00
1500 – 1999 sq. ft.	\$1000.00
2000 – 2499 sq. ft.	\$1100.00
2500 – 3000 sq. ft.	\$1150.00
Over 3000 sq. ft.	\$1150.00 + \$.10 per sq. ft. over 3000 sq. ft.

Manufactured Dwellings (modular) \$500.00 + any additions or garage per #3

2. State Seal: \$35.00

3. Additions/ Remodeling/ Alterations:

a) Building \$.11 per sq. ft. (all areas)
\$75.00 minimum

b) Electric, Plumbing, Hvac

0 to 500 sq. ft.	\$40.00 (each)
501 to 1000 sq. ft.	\$50.00 (each)
1001 to 1250 sq. ft.	\$60.00 (each)
1251 to 2000 sq. ft.	\$75.00 (each)
2001 to 2500 sq. ft.	\$100.00 (each)
Over 2500 sq. ft.	\$.04 per sq. ft. (each)

c) Erosion \$40.00 additions only (below grade over 400 sq. ft.)

4. Electric Service \$45.00 Residential

5. Manufactured Homes \$150.00 (fee includes slab, electric service, occupancy)
(HUD homes or house trailers)

6. Temporary Occupancy \$50.00

7. Early Start \$50.00 (footing and foundation only)

B. ACCESSORY STRUCTURES

(detached garages, storage buildings)

Decks (all sizes)

a) building	\$.08 per sq. ft.	\$50.00 minimum
b) electric	\$.04 per sq. ft.	\$40.00 minimum

C. COMMERCIAL

1. New buildings, additions, alterations, remodels:

a) Building	\$.12 per sq. ft. \$75.00 minimum	
b) Electric, plumbing, hvac	0 to 600 sq. ft.	\$50.00 (each)
	601 to 1250 sq. ft.	\$75.00 (each)
	1251 to 2000 sq. ft.	\$100.00 (each)
	2001 to 2500 sq. ft.	\$125.00 (each)
	Over 2500 sq. ft.	\$.05 per sq. ft. (each)
c) Storage Buildings, warehouse, detached garage		\$.09 per sq. ft.
2. Temporary Occupancy, Change of Use, Occupancy.		\$50.00
3. Early Start		\$100.00
4. Electric Service		\$55
5. Erosion Control		\$75.00
6. Plan Review (plans that do not require state review)		\$100.00

D. AGRICULTURE BUILDINGS

\$.05 per sq. ft.
\$50.00 minimum

E. MISCELLANEOUS

- | | | |
|--|---------|----------------------|
| 1. Re-inspection fee | \$30.00 | |
| 2. Failure to call for inspection | \$30.00 | |
| 3. Double fees are due if work is started before permit is issued. | | |
| 4. Extension to permit (permits are valid for 24 months) | | 25% of original fees |

CONTRACT FOR SERVICES

As the City of Sturgeon Bay requires professional building inspection services to meet the needs of its residences and business, Inspection Specialists, a Wisconsin Limited Liability Company, proposes to provide building inspection services to the City of Sturgeon Bay for such inspection services.

In response, the parties agree as follows.

1. Inspection Specialists will provide a building inspector, duly licensed and certified in the State of Wisconsin, to the City of Sturgeon Bay, whose duties include building and mechanical field inspections, necessary services related to contacts with residents, business owners and municipal representatives, and all associated tasks necessary to meet the City of Sturgeon Bay building inspection needs.
2. Each building inspector shall be certified in the categories in which they are inspecting, which may include any or all of the following: UDC Construction, HVAC, Electrical, Plumbing, Commercial Construction, Commercial Plumbing and Commercial Electrical as defined in DSPS 305 of the Wisconsin Administrative Code.
3. Inspection Specialists will provide the following for the building inspectors:
 - A. Inspector(s) salary
 - B. Field communication equipment
 - C. Vehicle or mileage/allowance for the inspectors
 - D. Supplemental systems and support and administrative coordination
 - E. Regular municipal office availability for meeting the public
 - F. Backup inspector(s) as necessary to complete building inspections
 - G. Wisconsin license fees for Inspection Specialists and inspectors
 - H. Certificate of insurance showing all coverage for general liability and errors and omissions.
4. Either party may terminate this Agreement after three (3) years from the date this agreement is signed or effective for cause, with sixty (60) day written notice. At the time of termination, the City of Sturgeon Bay will retain uncollected fees. Collected fees will be paid as provided herein and all inspections relating to those fees will be performed by Inspection Specialists. Any notice by Inspection Specialists will be sent to the municipal clerk. Any notice to Inspection Specialist will be sent to Inspection Specialists P.O. Box 22 Brussels, WI 54204.

5. Inspection Specialists agrees to indemnify the City of Sturgeon Bay, its officials, employees and agents from and against any and all claims, suits, demands or causes of action, arising out of any act or omission of Inspection Specialists, and causing injury to any person or persons or property, (whomsoever and whatsoever or arising from Inspection Specialists negligence). Correspondingly, the City of Sturgeon Bay agrees to indemnify Inspection Specialists, its members, managers, employees and agents from and against any and all claims, suits, demands or causes of action, arising out of any act or omission of the City of Sturgeon Bay, and causing injury to any person or persons or property, (whomsoever and whatsoever or arising from the negligence of the City of Sturgeon Bay, its employees or officials). Each party hereto agrees to carry comprehensive general liability insurance and to provide each other with evidence of such coverage upon request.
6. The City of Sturgeon Bay agrees to pay Inspection Specialist the sum equal to 90% of the permit fees as collected by Inspection Specialists and/or the City of Sturgeon Bay. These fees will be based on the attached fee schedule, and any subsequent changes, as mutually agreed upon by the City of Sturgeon Bay and Inspection Specialists. All permit fees will be turned over to the City of Sturgeon Bay as directed. The City of Sturgeon Bay will be invoiced for all permits issued and services rendered by Inspection Specialists. Payment should be sent to: P.O. Box 22 Brussels, WI 54204.
7. Inspection Specialists will perform property maintenance, complaint inspections and inspections for matters for which no permit fee is generated, at the direction of an authorized municipal official and forward those reports to the appropriate person(s) with the findings. The City of Sturgeon Bay will compensate Inspection Specialists for any activities and meetings related to the duties noted herein where a permit fee is not generated, at the rate of \$35 per hour for all such duties and meetings performed.
8. Inspection Specialists will provide a statement for permits issued services rendered along with a recap of permits issued for each month. The City of Sturgeon Bay will compensate Inspection Specialists by the 15th of the month following the period permits were issued and services were rendered, or as mutually agreed upon by the City of Sturgeon Bay and Inspection Specialists.
9. Inspection Specialists agrees to provide these services beginning the date of this document authentication as evidenced by signatures and date or as mutually agreeable.

Brett Guilette, Building Inspector
Inspection Specialists

DATE

Mayor/ Administrator
Acknowledged and accepted

Title

DATE

Service to begin on: **Date** _____

Kevin Kettner

N2521 Thornapple Lane Appleton, WI 54913 - 920-716-5116 - Kinspect27@gmail.com

April 15, 2019

Dear Sir or Madam:

While in high school I began working in construction. I served an apprenticeship through the IBEW and graduated as a journeyman electrician. During my career as an electrician I wired and was the lead electrician on many large commercial buildings.

I believe my building experience has given me a vast knowledge of the building industry. My years of experience as an inspector, journeyman electrician, code panel instructor, and my education; will assist me with the knowledge needed to be your inspector. I am always willing to educate myself with updates as needed to make me a better inspector.

For the past twenty five years I have been doing inspections. I started in January 1994, when I became a commercial electrical inspector for the City of Appleton. Within a few years, I took and passed the Wisconsin UDC Electrical exam, the Wisconsin UDC heating inspector's exam, and the Wisconsin UDC building inspectors exam. Then I took the Wisconsin master plumbers exam, passing this test, and earned my UDC plumbing inspector's license. In 2005, I passed the International Building Code test, giving me my Commercial Building and HVAC Inspector license and began doing commercial building and HVAC inspections for the City.

I primarily do commercial building, electrical, and HVAC inspections. Typically I drive 200 miles per day and sometimes as much as 350 miles to do my required inspections. During my driving time I take phone calls, make phone calls, answer customer questions, permit fees questions and assist with permits. Daily I work with contractors and advise them how to meet code requirements. I like to be proactive and work with customers to keep code issues from becoming a problem.

My plan for the City of Sturgeon Bay is to do a total of four plus office hours weekly, on Mondays and Wednesdays. This system worked quite well for the city of Clintonville. I believe this change in office hours for the City of Sturgeon Bay will provide good service for city considering other municipalities will no longer be coming into the office to get permits.

I have been doing inspections for the City of Sturgeon Bay for the past two and a half years. I appreciate your time to look over my cover letter, resume, my references and bid proposal. I look forward to KR Inspections working for the City of Sturgeon Bay. If you have any other questions feel free to contact me.

Respectfully yours,



Kevin Kettner

Commercial Building / Electrical / HVAC Inspector

Kevin Kettner

N2521 Thornapple Lane Appleton, WI 54913 - 920-716-5116 - kinspect27@gmail.com

Positions:

Present – Commercial Building / Electrical Inspector

- Inspect Commercial Building, Electrical and HVAC
- Inspect UDC Electrical, Building, HVAC and Plumbing
- Use PC, Apple I-Pad, Community Core Inspector Connect, Microsoft Office and Outlook
- Work independently from my home and drive to inspections with company vehicle
- Issue permits, answer phones, code questions, work with customers, and review plans

Present - Code Instructor for State of WI and East Central WI Assoc. of Electrical Inspectors

- Instruct and train Electrical Inspectors and Electricians

Previous – Electrical/Building Inspector, City of Appleton

- Inspected Commercial Building, Electrical, HVAC, UDC Electrical, Building, HVAC and Plumbing
- Experience with Microsoft Word, Excel, Outlook, and AS400 – I Series Software
- Processed & issued permits, answered phones, worked with customers, and reviewed plans

Previous - Electrical Apprenticeship Instructor

- Arranged lesson plans, prepared quizzes and exams for daily and weekly classes

Previous - Master and Journeyman Electrician

- Wired buildings, maintained electrical wiring and assisted traffic department
- Journeyman Electrician- wired all types of buildings, foreman on many jobs

Education:

Graduate of the State of Wisconsin Indentured Electrical Apprenticeship
Associate Degree in Electricity Fox Valley Technical College
Electrical Training Program at Fox Valley Technical College

Continuing

Education:

Yearly Training for Commercial and UDC Building, Electrical, HVAC, and Plumbing
Train the Trainer Courses – to teach Electrical Code and Training for Electrical Inspectors

Credentials:

State of Wisconsin Licensed

- Master Electrician
- Commercial Building Inspector
- Commercial Electrical Inspector
- Commercial HVAC Inspector
- Uniformed Dwelling Code Electrical Inspector
- Uniformed Dwelling Code Construction Inspector
- Uniformed Dwelling Code HVAC Inspector
- Uniformed Dwelling Code Plumbing Inspector
- Electrical Code Training Instructor and Served on Electrical Code Panels

Affiliations:

Member of International Association of Electrical Inspectors
Vice-President of East Central Wisconsin Association of Electrical Inspectors
Member of East Central Wisconsin Electrical Code Panel
Member of Building Inspectors Association of Northeast Wisconsin
Educational Instructor for State of Wisconsin Code
Past President of WI Chapter International Association of Electrical Inspectors
Past President of East Central Wisconsin Association of Electrical Inspectors

Kevin Kettner

N2521 Thornapple Lane Appleton, WI 54913 - 920-716-5116 - Kinspect27@gmail.com

References:

Brett Temme	Title: Building Inspector for SAFEbuilt – Past Supervisor	Phone: 920-809-4354
Address: 9098 Limekilm Road Sturgeon Bay. 54235		
Curt Demlow	Title: Building Inspector for SAFEbuilt – Past Supervisor	Phone: 920-241-5920
Address: 3007 Longview Lane Suamico, WI 54173		
Terry Maves	Title: Retired Pharmacist & Retired Pharmacy Director	Phone: 920-858-4567
Address: 504 E. Alice Street Appleton, WI 54911		
Kurt Crannen	Title: Inspection Supervisor for the City of Appleton	Phone: 920-832-6411
Address: City of Appleton 100 N. Appleton Street Appleton, WI 54911		

KR Inspections LLC - Owner Kevin Kettner

N2521 Thornapple Lane Appleton, WI 54913 - 920-716-5116 - Kinspect27@gmail.com

I have read through your form of bid proposal and will try and answer all of your selection criteria. I have also included a cover letter, resume and references. If you have any questions about my information and qualifications I would be happy to answer your questions.

1. My State of Wisconsin Certifications are as follows:

- Master Electrician
- Commercial Building Inspector
- Commercial Electrical Inspector
- Commercial HVAC Inspector
- Uniformed Dwelling Code Electrical Inspector
- Uniformed Dwelling Code Construction Inspector
- Uniformed Dwelling Code HVAC Inspector
- Uniformed Dwelling Code Plumbing Inspector

2. I am a code training instructor and have served on code panels. I have code books to refer to and the State of Wisconsin Inspectors also assist me with answering questions.
3. I worked for the City of Appleton for 23 years doing inspections. Presently I do inspections in several communities including the City of Sturgeon Bay.
4. I will do my best to cover inspections. The number of co-workers that can assist me during illnesses and vacation times will be based on how many municipalities we have contracts with. I also would be able to take phone calls during times I am unable to be present.
5. My certifications, experience and knowledge will give me the ability to be as accurate as an inspector can be. I frequently consult with State and other qualified inspectors to be sure about codes.
6. As an inspector you have customers and clients that have problems with codes. My job is to communicate the problem and assist them with how to correct the problem in a positive way to keep the client happy. I like to be proactive and solve code issues before they become a problem.
7. I have been driving around the City of Sturgeon Bay for more than two years. I use a GPS to find any address that I am not sure of.
8. I have experience communicating with city managers, common council, fire departments, committees, city attorneys, and mayors.
9. I have been working with staff members from many different municipalities throughout my inspection areas. I have no problems communicating with staff. I believe communication is a very important part of being an inspector.
10. Part of being an inspector is working with contractors and property owners. I answer their code questions and issues. I tell them what the violation of code is and work with them to fix the problem. I have been assisting customers with permits for more than 25 years.

Building Inspection Services Proposal

KR Inspections LLC - Owner Kevin Kettner

N2521 Thornapple Lane Appleton, WI 54913 - 920-716-5116 - Kinspect27@gmail.com

After acceptance of the bid proposal, KR Inspections will supply and provide the City of Sturgeon Bay with:

1. Liability insurance proof and proof of license numbers.
2. Four plus hours of office time divided into two days.
3. A phone number for customers to use to call for inspections and questions.
4. KR Inspections will attend bi-weekly meetings with the City of Sturgeon Bay.
5. If special meetings are needed KR inspections will attend.
6. KR Inspections will provide Commercial Building, Electrical, HVAC and Plumbing inspections for the City of Sturgeon Bay as needed.
7. KR Inspections will provide Inspections for UDC Construction, Electrical, HVAC and Plumbing inspections as needed.
8. KR Inspections will provide inspections of complaints of Code violations as needed by the City of Sturgeon Bay.
9. KR Inspections will be observing the same Holidays as the Federal Government with the addition of the day after Thanksgiving and Christmas Eve. There will be no inspections the week containing the 4th of July. All work requested to be done during the week containing the 4th of July will be billed as time and a half. All Holidays will be billed at double time. KR inspections will not work during unsafe weather conditions.
10. KR inspections would be able to take over inspection services after SAFEbuilt signs the release of their non - compete clause. This would give me clearance to do inspections for the City of Sturgeon Bay.
11. This proposal is for the two years of service at the rate below and will go up on the third year of service.

The City of Sturgeon Bay will provide KR Inspections with the following:

1. KR inspections will be The City of Sturgeon Bay's exclusive inspection service.
2. Whatever Inspection software the City of Sturgeon Bay chooses.
3. Services requested by the City of Sturgeon Bay including Inspection but not limited to, code violations, office hours, record keeping, meetings, driving time, answering emails and phone calls pertaining to the City of Sturgeon Bay will be at a rate of \$85.00 per hour.
4. All plan reviews will be done at a rate of \$100.00 per hour
5. Mileage will be charged at the IRS mileage rate.
6. The above rates will remain for the first two years of service. On the third contract year inspection related services will raise to \$95.00 per hour and plan review will raise to \$110.00 per hour.

KR Inspections LLC - Owner Kevin Kettner

N2521 Thornapple Lane Appleton, WI 54913 - 920-716-5116 - Kinspect27@gmail.com

Suggestions for consideration by the City of Sturgeon Bay are as follows:

1. If present permit fees do not cover inspection fees, the permit fees could be reviewed and raised accordingly. I would be happy to work with the City of Sturgeon Bay to review and implement the new fees.
2. The cost of inspection software could be shared with other municipalities.

DOOR COUNTY INSPECTIONS LLC
9098 LIME KILN ROAD
STURGEON BAY WI 54235

Thank you for the opportunity to consider Door County Inspections LLC for your residential and commercial inspection needs. This company was formed shortly after Safebuilt Inc. terminated contract agreements with your municipality. As a result, Door County Inspections LLC was formed from inspectors that currently serve your municipality. The evidence of our positive client interaction and professional services are demonstrated through the nearly 20 years in serving your community.

Door County Inspections LLC, as the name implies is a local company, employing inspectors who call Door County their home. Our inspectors have the experienced background to cover all building inspections for both residential and commercial inspections. We know that providing building inspections is not a one-person job. Our inspectors have the experienced backgrounds and work experience as well as certifications and training for overlapping coverage. The hiring of an administrative assistant is also part of our plan for the Sturgeon Bay Building Inspection Department to assist in permitting, administrative duties and office hours. We hope that this will provide a greater range of office hours to the public and allow more time for inspectors to be in the field.

The new Fee Schedule creates uniform fees for all Door County LLC contracts. Some changes include: Commercial storage buildings will have a tiered fee which will decrease permit cost for buildings over 6,000 sq. ft., residential accessory buildings will have a single fee for buildings under 250 sq. ft., replacement and Misc. fees for electrical, plumbing and HVAC have been reduced by 50% with the minimum fee slightly increased and new permit renewal and extension fees are proposed for expiring permits.

The goal of Door County Inspections LLC is to provide residential and commercial inspection services only to Door County communities, so that we may better meet the municipalities needs and provide those services in a professional and timely manner. We also advocate for an educational approach to the inspection process to assist owners and contractors in understanding code related requirements.

I hope you feel as we do, that Door County is a great place to live and work and we believe that professional commercial and residential inspections are an asset to our communities in enforcing minimum standards for public safety. Fire and smoke protection, handicap accessibility, building structure, electrical, plumbing, heating and ventilation are all part of ensuring that our homes and public spaces are protected, safe and accessible. Door County LLC is ready to continue providing these professional services for your community.

Feel free to call me with any questions at (920) 495-1863, email: Doorcountyinspector1@gmail.com

Sincerely,



Brett Temme
Owner, Door County Inspections LLC

Enclosures: Door County Inspections LLC Contract Proposal
Exhibit 1 Fee Schedule
Work Schedule and Fee Structure
Inspector Resumes
Municipal References
Liability Insurance Policies

DOOR COUNTY INSPECTIONS LLC
9098 LIME KILN ROAD
STURGEON BAY WI 54235

CONTRACT FOR PROFESSIONAL SERVICES

1. RECITALS

WHEREAS, the City of Sturgeon Bay, Door County, Wisconsin (Municipality) requires high quality professional residential and commercial building, electrical, plumbing and mechanical inspection services sensitive to community and State requirements,; and

WHEREAS, Door County Inspections., a Wisconsin LLC (Agency), proposes to provide inspection services and fee schedule (Services) for the Municipality thus meeting the Municipality need for such inspection services,

2. SCOPE OF SERVICES

THEREFORE, the parties agree as follows:

- A. The Agency will provide to Municipality, inspectors whose duties shall include building, electrical, plumbing and mechanical plan reviews and field inspections in accordance to State of Wisconsin adopted codes. The Agency shall provide necessary services related to contacts with residents and Municipal Officials, and all associated tasks related to the inspection requirements of the Municipality. Zoning Administration shall be provided by Door County Land Use/Planning Department or by the Municipality.
- B. The Inspectors shall maintain current certifications as required for UDC Construction, HVAC, Electrical, Plumbing, Commercial Construction and HVAC, Commercial Plumbing and Commercial Electrical as defined in SPS 305 of the Wisconsin Administrative Code.
- C. **The Agency shall be responsible for:**
 - a. Salary of the inspectors and staff available to assist in building code enforcement activities and availability for backup inspection purposes when the primary inspector is unavailable.
 - b. Field communication equipment and vehicle or mileage/allowance for the inspectors. Subcontractors shall be responsible for their own vehicle/mileage.
 - c. Office supplies, forms and postage associated with provided Services.
 - d. Office hours at least 3 days a week for a minimum 1.5 hours each day for meeting with the public, administrative coordination and permit issuing.
 - e. Providing services during normal business hours excluding Municipal holidays. Inspectors will be dispatched on an as-needed basis. Inspection requests are to be received from the permit applicant prior to 4:00 pm on the previous business day. Same day requests for inspections shall be considered based on workload. Agency shall be availability by phone, email and texts and return phone calls, emails and texts in a timely manner. Failed inspections shall have a notice of noncompliance report/notice onsite given to the permit applicant and a copy of the inspection results placed in the municipal file.
 - f. Providing permit clean-up on open permits and contact permit applicant of open/required inspections.
 - g. Providing proof of current Wisconsin licenses for the Agency and inspectors
 - h. Providing reporting for ACT 211 to the State of Wisconsin.
 - i. Providing proof of certificate of insurance held by Agency inspectors showing all coverages with a minimum of \$1 million of general liability and \$1 million of errors and omissions coverage throughout the terms of this contract agreement.
 - j. Providing monthly billing invoice to municipal clerk with mutually agreed upon format and information.
 - k. Providing notice to Municipality within 24 hours of any noted fee discrepancies, billing, complaint, incident which may give rise to a claim, intent to terminate this contract or intent to revise this contract agreement.

D. The Municipality shall be responsible for providing:

- a. For the Agency office space, desk, desk chair, file cabinet, use of a photocopier and fax machine. Office space and active permit file storage at alternate locations or municipalities shall be at the approval of the Municipalities involved and Agency. Any office hours shall be mutually agreeable between the Municipal Administrator and the Agency.
- b. Zoning administration and a copy of zoning approval.
- c. Assistance with Agency to develop a mutually acceptable reporting schedule and billing format.
- d. Payment to Agency on a monthly basis as per Service Contract Agreement.
- e. Updated Municipal website with Agency contact information and any associated forms and procedures necessary for Agency to complete contracted work.
- f. Keys/access to municipal building and office as needed to perform Services under this contract agreement.
- g. Notice to Agency within 24 hours of any noted fee discrepancies, billing, complaint, incident which may give rise to a claim, intent to terminate this contract or intent to revise this contract agreement.
- h. Support and any assistance to help notify permit applicants that inspection requests are to be requested/scheduled by 4:00 pm on the previous business day.

3. FEE AGREEMENT AND PAYMENT STRUCTURE

- A. The Municipality agrees to pay the Agency the sum equal to 90% of the permit fees as collected by the Agency. These fees shall be based on the attached Exhibit 1. All permit fees shall be submitted to the Municipality after permits are issued, and the Agency shall then bill the Municipality at the end of each month.
- B. The Municipality shall compensate the Agency for any activities and meetings related to duties noted herein where a permit fee is not generated, at a rate of \$55.00 per hour for all such duties, meetings and legal appearances performed during the business hours of 8:00 a.m. to 5:00 p.m. The Municipality shall compensate the Agency for all such duties, meetings and legal appearances occurring other than normal business hours at the rate of \$65.00 for each hour including travel time for meetings. There will be a one hour minimum per inspection trip or meeting. These activities, duties, meetings, property maintenance and complaint inspections for which no permit has been issued or fee collected shall be at the direction of the Municipal Administrator or Chairman. No additional time shall be compensated by the Municipality unless approved by the Municipal Administrator or Chairman.
- C. The Agency shall provide a statement for services rendered, and a recap of permits issued for each month. The Municipality shall compensate the Agency by the 15th of the month following the period services were rendered.
- D. The Agency shall perform commercial and residential building, electrical, plumbing and HVAC inspections for the permits and fees issued after the effective date of this contract for services.
- E. Permits issued by the previous inspection agency and which are still active upon the effective date of this service contract, shall be inspected through final inspections by the previous inspection agency unless otherwise agreed upon. Any fees refunded by the previous inspection agency regarding permits issued before the effective date of this contract shall be paid to Agency along with a list of all uncompleted projects within 30 days of Municipality receipt of list and refunded fees. Agency shall provide Municipality proof of completion for the previous inspection agency's list of uncompleted projects. Any permits which expire during this permit cleanup process and on which owner or contractor are still actively working on the project, shall obtain a permit renewal or extension per the attached fee schedule Exhibit 1.

4. TERM

- A. The Agency agrees to provide these services commencing May 13, 2019 or at a mutually agreed upon date and shall be effective on the latest date on which this agreement is executed by both parties. The initial term of this agreement shall be thirty-six (36) months. Thereafter, the agreement shall automatically renew for a twelve (12) month term unless 60 days' notice is provided prior to the 12 month renewal date.

5. TERMINATION

- A. Either the Municipality or the Agency may terminate this Agreement upon 60 days written notice to the other party of the intention to terminate. At the end of the termination notice, any permits received prior to the last day shall have the fees paid to the Agency as provided in the Agreement and the inspections relating to those fees shall be performed by the Agency. Permits received after the last day shall be the responsibility of the Municipality and no payment shall be made to the Agency for those permits.
- B. Agency obligation shall be met upon completion of final inspections or permit expiration for permits issued under the terms of this agreement. Alternately, Agency may exercise the option to negotiate a refund to Municipality for permits in which a fee was received by Agency and for which inspections have not been completed through finals. Permits which expire and which have not been completed through finals shall not have fees refunded to the Municipality or permit applicant. Permit fees for completed projects shall not be refunded. Refunds shall be prorated according to the percentage of completed inspections for the project as determined by Agency and mutually agreed upon by Municipality.
- C. If any provision of this Contract is held to be invalid or unenforceable for any reason, this Contract shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.
- D. Any notice to the Municipality shall be sent to the Municipal authority directly in charge of inspection procedures. Any notice to the Agency shall be sent to Door County Inspections LLC., 9098 Lime Kiln Road, Sturgeon Bay WI 54235.

6. INDEMNIFICATION

- A. The Agency agrees to indemnify the Municipality, its employees and agents from and against any and all claims, suits, demands or causes of action, arising out of any act or omission of the Agency, and causing injury to any person or persons or property, whomsoever and whatsoever.
- B. Correspondingly, the Municipality agrees to indemnify, the Agency its employees and agents from and against any and all claims, suits, demands or causes of action, arising out of any act or omission of the Municipality, and causing injury to any person or persons or property, whomsoever and whatsoever.
- C. Each party hereto agrees to carry comprehensive general liability insurance and to provide each other with evidence of such coverage upon request.
- D. If either Municipality or Agent becomes aware of any incident or complaint likely to give rise to a claim or the termination of this contract by either party, the Municipality or Agency shall notify each other of the claim or complaint and both parties shall fully cooperate in investigating the claim or complaint.

7. NON-COMPETE CLAUSE

- A. During the term of this Agreement, and for a period of 6 months after termination of this Agreement, the Municipality shall not negotiate with, employ/hire any inspector/employee who provided inspection services of twenty-five (25) inspections or more during the twelve (12) month period prior to termination of employment with Agency and who was employed by the Agency during the term of this Agreement to provide building, electrical, plumbing or HVAC inspection services.
- B. The term "employ/hire" shall extend to the above referenced inspector/employee forming a corporation, partnership, limited liability company, subcontractor other business entity, working for a competing company or by working as an in-house building inspector/ employee for the Municipality. The rights and obligations under these paragraphs shall survive any expiration or earlier termination of this Agreement.

8. ASSIGNMENT

- A. Agency shall retain personnel that possess the skills, knowledge, and abilities ordinarily exercised under circumstances by members of the same profession performing the same or similar services. In the event of failure to perform Services in accordance with the terms of this Section the sole remedy of the Municipality and sole obligation of the Agency shall be re-performance of the services by Agency.
- B. Agency is permitted to subcontract portions of services to a parent or subcontractor without prior written notice of the persons or entities with which Agency has subcontracted. Agency remains responsible for any subcontractor's performance or failure to perform. Subcontractors will be subject to the same performance criteria expected of Agency. Performances standards will be included in agreements with all subcontractors to assure that professional standards and work schedules are met. Any parent or subcontractor agency which performs services under this Service contract shall provide and hold certificate of insurance which is at least equal to Agency certificate of insurance.
- C. Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity or third party without the written approval of both Parties; consent shall not be unreasonably withheld.
- D. The Agency is the exclusive provider of the services listed, described and provided by this Agreement for the entire area of the Municipality during the term of this Agreement. Any other provider of building, electrical, plumbing, HVAC, building and mechanical plan review and inspection services to the Municipality during the term of this Agreement will be considered a violation of this Agreement and the Municipality shall pay the Agency the fees for all permit applications submitted for the duration of the Agreement as prescribed herein.

9. DISPUT RESOLUTION

- A. In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure.
- B. The cost thereof shall be borne equally by each Party unless one party's claim shall be deemed frivolous. In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

10. OWNERSHIP OF DOCUMENT AND RECORDS

- A. Municipality shall retain ownership of all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder and shall not be used by Agency for any purpose other than the performance of Services under this agreement unless with the express prior written consent of Municipality.
- B. All such records, documents, notes, data and other materials shall become the exclusive property of Municipality when Agency has been compensated under the terms of this agreement. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored by Agency shall become property of Municipality after compensation under the terms of this Service agreement are satisfied.

- C. Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Agency that are related to this Agreement for the purposes of audit or examination, other than Agency financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality. Agency shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

11. DISCRIMINATION, DISABILITY ACT, IMMIGRATION

- A. Agency shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Agency agrees to make available to employees, subcontractors and applicants for employment, notice provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Agency shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA").
- B. Agency or any contractor of Agency shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility.

12. ENTIRE AGREEMENT

- A. This Contract along with attached exhibits constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof.
- B. This contract contains the entire understanding of the parties as to the matters contained herein, and it shall not be altered, amended or modified except in writing, executed by the duly authorized agents of both the Municipality and the Agency. The person or persons executing this Contract Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.
- C. This Contract Agreement shall be construed under and governed by the laws of the State of Wisconsin and all services shall be provided in accordance with applicable federal, state and local law, without regard to its conflict of law's provisions. Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.
- D. Invalidity of any of the provisions of this Contract for Service agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Brett Temme
Door County Inspections, LLC. (AGENCY)

DATE

David Ward, City Mayor
City of Sturgeon Bay (MUNICIPALITY)

DATE

Stephanie Reinhardt, City Clerk
City of Sturgeon Bay (MUNICIPALITY)

DATE

acknowledged and accepted

Exhibit 1 – City Fee Schedule for Agency Services

Exhibit 1

City of Sturgeon Bay Fee Schedule

Rates effective May 13, 2019

Residential 1 & 2 Family		Fee	Minimum
New Dwelling/Addition		\$.12 per sq ft all floor area	\$100.00
Erosion Control (Projects over 400 sq ft)		\$100.00 (New) \$75.00 (Addition)	
Remodel		\$.12 per sq ft all floor area	\$60.00
Accessory Structure/Deck		\$.12 per sq ft all floor area	\$75.00
Accessory Structure under 250 sq ft		\$50	\$50.00
Temporary Occupancy Permit		\$50.00	
Pools (separate elec permit required)		\$50.00	
Early Start (footings and foundations)		\$75.00	
Park and Playground Fee - Per Municipal Fee Schedule		\$300	
State Seal		\$35.00	
Plumbing			
New Bldg/Addition		\$40.00 base plus \$.045 per sq ft all areas	\$55.00
Alteration		\$40.00 base plus \$.045 per sq ft alteration area	\$55.00
Sewer Lateral		\$10.0 per thousand of plg. project valuation	\$55.00
New Installation/Misc. Item		\$5.00 per thousand of plg. project valuation	\$55.00
Electrical			
New Bldg/Addition		\$40.00 base plus \$.045 per sq ft all areas	\$55.00
Alteration		\$40.00 base plus \$.045 per sq ft alteration area	\$55.00
New Installation/Misc. Item		\$5.00 per thousand of Elec. project valuation	\$55.00
HVAC			
New Bldg/Addition		\$40.00 base plus \$.045 per sq ft all areas	\$55.00
Alteration		\$40.00 base plus \$.045 per sq ft alteration area	\$55.00
New Installation/Misc. Item		\$5.00 per thousand of HVAC project valuation	\$55.00
City Administrative Fee		\$3 for permit fees under \$100, 5% of permit fees \$100 and over	
Other			\$40.00
Commercial		Fee	Minimum
New Structure/Addition			
Multi-Family, Motel, CBRF, Daycare, Merchant, Restaurant, Tavern, Hall, Church, Office		\$.12 per sq ft	\$100.00
School, Institution, Hospital, Vehicle/Sm Engine Repair, Parking, Auto Body		\$.13 per sq ft	\$100.00
Manufacturing, Business (office) and Industrial		\$.12 per sq ft	\$100.00
Storage, Mini Storage, Bldg Shells* for Multi Tenant Bldg-Office area use office fees		\$.10 per sq ft (under 6,000 sq ft)	\$100.00
Storage, Mini Storage, Bldg Shells* for Multi Tenant Bldg-Office area use office fees		\$.08 per sq ft (6,000 sq ft and over)	\$100.00
Build Out* - See new structure fees above			
Special Occupancies (Outdoor Pools, Towers, Tents, etc.)		\$.10 per sq ft	\$100.00
Erosion Control		\$150.00 for first acre plus \$100 per acre or portion thereof	
Remodel		\$.13 per sq ft of area of alteration	\$100.00
Occupancy/Temp. Occupancy, Change of Use		\$50.00 per unit	
Plumbing			
New Building/Addition		\$45.00 base fee plus \$.05 per sq ft, all areas	\$60.00
New Building Alteration		\$45.00 base fee plus \$.05 per sq ft, alteration area	\$60.00
New Installation/Replacement & Misc Items		\$5.00 per thousand of plg. proj valuation	\$60.00
New Construction Outside Sewer Lateral (Municipal sewer districts only)		\$100.00 for the 1st 100 ft then \$.50/ft thereafter	
Electrical			
New Building/Addition		\$45.00 base fee plus \$.05 per sq ft, all areas	\$60.00
New Building Alteration		\$45.00 base fee plus \$.05 per sq ft, alteration area	\$60.00
New Installation/Replacement & Misc Items		\$5.00 per thousand of elec. proj valuation	\$60.00
HVAC			
New Building/Addition		\$45.00 base fee plus \$.05 per sq ft, all areas	\$60.00
New Building Alteration		\$45.00 base fee plus \$.05 per sq ft, alteration area	\$60.00
New Installation/Replacement & Misc Items		\$5.00 per thousand of HVAC proj valuation	\$60.00
Commercial Plan Review - Delegated Municipality per SPS 302.31		See Table -2 of SBD-118/City Plan review fee schedule	
Early Start Permit		\$100.00 (footings & foundations per SPS 361.32)	
City Administrative Fee		\$3 for permit fees under \$100, 5% of permit fees \$100 and over	
Reroofing, Residing and Window replacement work		\$5.00 per thousand of proj valuation	\$60
Other			\$75.00
Agricultural Buildings (unheated)		Fee	Minimum
New Structure/Addition/Remodel		\$.10 per sq ft of area	\$75
Miscellaneous		Fee	Minimum
Re-Inspection Fee - each occurrence		\$40.00	
Failure to Call for Inspection - each occurrence		\$40.00	
Double Fees are due if work is started before the permit is issued.			
Permit Extension (Permit not expired - 6 month extension) 2 extensions maximum		Minimum Fee for each permit - previously issued	
Permit renewal (Permit has expired within 3 months - 1 year renewal)		25 % of all original permit fees - previously issued	

DOOR COUNTY INSPECTIONS LLC
9098 LIME KILN ROAD
STURGEON BAY WI 54235

Work Schedules and Fee Structure

Work Schedules

In addition to the attached resume, it is important to know how we are organized in our daily operations and the work schedule for our inspectors. We are the only inspection agency operating in Door County that has multiple inspectors working scheduled work-hours and work-days. With our availability of inspectors to divide and cover inspections throughout Door County we not only are the only Inspection agency that can provide multiple inspections at the same time, we also have coverage for each other when someone needs to take off for health reasons or vacation.

We will continue to provide office hours in Liberty Grove, Town of Egg Harbor and within Sevastopol or at the City of Sturgeon Bay if either contract is obtained. Contractors will be able to apply for a permit for any municipality from any designated office location as well as by appointment. In addition, an administrative assistant will be hired to assist with permitting and office management in the Sturgeon Bay office if such contract is received. Adding this position will allow more time to provide services to the contractor, will allow us to expand office hours and will provide additional administrative services to all our contracted municipalities.

Regarding work hours for personnel, John Dwonch is expected to work 20-30 hours per week. John lives in the Liberty Grove area and will typically cover the Northern Door inspection area and assist your community as needed. Brett Temme will primarily cover the central portion of Door County, working full-time and assisting John when needed in Northern Door. This division of territory has proven to work very well as we can cover inspections in a timely manner with reduced drive-time and get to last minute requests often within the hour. Ken Knuth is expected to work 4-6 hours per week and has proven himself to always be available to assist as needed. Kevin Kettner and Terry Fameree would work those days which require a commercial electrical inspection. Brett Temme is also expected to obtain commercial electrical inspector certification in July 2019, such that he will be your primary Municipal Commercial Electrical inspector with Kevin Kettner and Terry Fameree as backup and for inspections on larger industrial projects.

Fee Structure

We provide professional inspection services with fees that are relative to the number of inspections required. Door County Inspections is not going to under-cut other inspection agency fees to be the lowest bidder and compromise services. Our fees reflect the work associated with the construction project which includes permitting, plan/code review, mandated State/municipal inspections and occupancy certification.

Some inspection agencies charge a flat fee for a range of home/project sizes and as a result charge more per sq. ft. for smaller projects than larger projects. We charge the same rate per sq. ft., so naturally a larger home/project which requires more inspection time will have an associated larger permit cost. Additionally, it might seem a bargain to be charged a lesser permit fee to have your deck or garage inspected as one of our competitor charges, but these smaller projects still require permit processing time, plan/code review time, and 2-3 inspection visits. Charging a \$40-\$60 fee, barely covers the permit processing time, leaving no incentive or compensation for our competitor to visit the job-site and conduct inspections.

With ever rising operating costs, we will continue to provide professional inspection services within our professions market-costs. Our professional services provide third-party protection for home-owners and the general public, while still maintaining accountability in permit clean-ups, providing timely inspections, code enforcement and public safety education to our communities and contractors.

Door County Inspections LLC – Resume

Brett Temme – Owner, Inspection Agency # DPCP-031902229

Work Experience

- June 2015 – Present Building Inspector for Safebuilt Inc
- March 2004 – June 2015 Building Inspector for Independent Inspections, Ltd.
- Sept. 2000 – March 2004 Owner, Temme Construction LLC, Sturgeon Bay, WI
- Aug. 1998 – Sept. 2000 Engineer, Bay Engineering, Inc., Sturgeon Bay, WI

Education

- B.S. Aeronautical & Astronomical Engineering, University of Illinois, Urbana
- 20 years retired N.G. Army Officer/Pilot
- Rotor-wing Flight School US Army, Fix-wing Flight School US Army

Attendance at continuing education courses for inspectors to maintain inspection credentials.

Inspector Certification No.: 844081 - UDC Construction, UDC HVAC Inspector, UDC Electric Inspector,
- UDC Plumbing Inspector, Commercial Building and Commercial Hvac Inspector

- **Commercial Electrical Inspector certification – expected State certification/test date - July 2019**

John Dwonch-Subcontractor

Work Experience

- June 2015 – Present Building Inspector for Safebuilt Inc
- March 2002 – June 2015 Building Inspector for Independent Inspections, Ltd.
- 1961-2001 Zenith Electronics Corporation, Chicago, IL

Education

- B.S. Electrical Engineering, Illinois Institute of Technology
- Masters Business Administration, Lewis University
- 23 years Retired Navy Reserve Officer – Electronics Technician, Quality Control Officer, Squadron Maintenance Officer
- Attendance at continuing education courses for inspectors to maintain inspection credentials.

Inspector Certification No.: 875180 - UDC Construction, UDC HVAC Inspector,
- UDC Electric Inspector, UDC Plumbing Inspector

Ken Knuth-Subcontractor

Work Experience

- June 2015 – Present Building Inspector for Safebuilt Inc
- May 2002 – June 2015 Building Inspector for Independent Inspections; Ltd.
- 1971 - 2002 Owner, KL Knuth Plumbing & Heating, Sturgeon Bay
- 1969 - 1971 Journeyman Plumber, Phillips & Getchow, Inc., Chicago, IL
- 1965 - 1969 Plumbing Apprentice, Local 298, Garot & Sons, Green Bay
- 1954 – 1965 Pipe Fitter, Sturgeon Bay Shipbuilding & Drydock

Education

- 1957 University of Wisconsin, Whitewater
- Attendance at continuing education courses for inspectors to maintain inspection credentials.

Inspector Certification No.: 12480 - UDC Construction Inspector, UDC HVAC Inspector,
- UDC Plumbing Inspector, Commercial Plumbing Inspector

Door County Inspections LLC – Resume

Kevin Kettner – Subcontractor – On Call/Backup - Commercial Building and Electrical

Inspector Certification No.: 171831 - Commercial and Residential Electrical Inspector

- UDC Construction, UDC HVAC Inspector,

- UDC Electric Inspector, UDC Plumbing Inspector

Terry Fameree – Subcontractor – On Call/Backup - Commercial Electrical Only

Inspector Certification No.: 170760 - Commercial Electrical Inspector

Door County Inspections LLC – References

City of Sturgeon Bay: Marty Olejniczak - Community Development Director (920) 746-2910

Timothy Dietman – City Fire Chief (920) 746-2916

Town of Egg Harbor: Paul Peterson - Town Chairman, 5242 County I, Sturgeon Bay WI (920) 493-0528

Town of Jacksonport: Randy Halstead - Town Chairman, 3693 County V, Egg Harbor (920) 559-0646

Town of Liberty Grove: Walter Kalms - Administrator, 11161 Old Stage Rd., Sister Bay (920) 854-2934

Town of Sevastopol: Dan Woelfel -Town Chairman, 4774 Bark Rd., Sturgeon Bay (920) 743-8686

Town of Sturgeon Bay: Dan Cihlar - Chairman, 1976 County U, Sturgeon Bay (920) 743-7844

Town of Forestville: Roy Englebert - Chairman, 7290 Geier Rd., Forestville (920) 856-6706

Village of Ephraim: Brent Bristol - Administrator, 10005 Norway, Ephraim (920) 854-5501

Door County Inspections LLC- Current Contractual Inspection Obligations

Town of Egg Harbor, Town of Liberty Grove, Town of Sevastopol, Village of Ephraim,
Town of Sturgeon Bay

Previous Work Experience/Communities Served working for Safebuilt/ILL

Town of Brussels, Town of Baileys Harbor, Town of Clay Banks, Town of Egg Harbor,
Town of Gibraltar, Town of Jacksonport, Town of Liberty Grove, Town of Sevastopol,
Village of Ephraim, Village of Egg Harbor, Village of Sister Bay, Town of Sturgeon Bay,
Town of Forestville, City of Sturgeon Bay, City of Marinette, City of Menasha,
City of Clintonville, Town of Ledgeview, Town of Whittenberg, Town of Amberg,
Town of Goodman, Village of Wausaukee and the Village of Wrightstown.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/15/2019

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

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

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME:	
	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
INSURED Door County Inspections, LLC 9098 Lime Kiln Road Sturgeon Bay WI 54235	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hiscox Insurance Company Inc	NAIC # 10200
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			UDC-4098786-CGL-19	04/12/2019	04/12/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMPI/OP AGG \$ S/T Gen. Agg.
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/15/2019

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

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

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com
INSURED Door County Inspections, LLC 9098 Lime Kiln Road Sturgeon Bay WI 54235	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10200

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			UDC-4098786-EO-19	04/12/2019	04/12/2020	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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Permit fees comparison - Commercial

Sample or category type	Inspection Specialists	Door County Inspections	Current City
Building permit *			
- 400 sq. ft.	\$75	\$100	\$48 - \$56
- 800 sq. ft.	\$96	\$100	\$96 - \$112
- 1,200 sq. ft.	\$144	\$144	\$144 - \$168
- 2,000 sq. ft.	\$240	\$240	\$240 - \$280
- 10,000 sq. ft.	\$1,200	\$1,200	\$1,200 - \$1,400
Storage building			
- 1,000 sq. ft.	\$90	\$100	\$100
- 5,000 sq. ft.	\$450	\$500	\$500
- 10,000 sq. ft.	\$900	\$800	\$1,000
Electrical, Plumbing, HVAC			
- 500 sq. ft.	\$50 each	\$70 each	\$70 each
- 1,000 sq. ft.	\$75 each	\$95 each	\$95 each
- 1,500 sq. ft.	\$100 each	\$120 each	\$120 each
Erosion control			
- 1 acre or less	\$75	\$150	\$175
- 2 acres	\$75	\$250	\$250
- 5 acres	\$75	\$550	\$475
Re-inspection	\$30	\$40	\$35
Occupancy	\$50	\$50	\$50
Early start	\$100	\$100	\$100

* Under the DCI schedule there are a few uses (e.g. schools, automotive) where the fee will be slightly than the figure shown. Under the City's current schedule, the commercial building permit fee is a range based upon the specific use.

Permit fees comparison - Residential

Sample or category type	Inspection Specialists	Door County Inspections	Current
1 or 2-family new dwelling*			
- 800 sq. ft.	\$850	\$428	\$397
- 1,400 sq. ft.	\$850	\$577	\$541
- 2,000 sq. ft.	\$1,100	\$730	\$685
- 2,600 sq. ft.	\$1,150	\$883	\$829
Additions/Remodels – Building Permit			
- 400 sq. ft.	\$75	\$60	\$60
- 800 sq. ft.	\$88	\$96	\$96
- 1,200 sq. ft.	\$132	\$144	\$144
Additions/Remodels – Electrical, Plumbing, and HVAC permits			
- 400 sq. ft.	\$40 each	\$58 each	\$51 each
- 800 sq. ft.	\$50 each	\$76 each	\$67 each
- 1,200 sq. ft.	\$60 each	\$94 each	\$83 each
Accessory structure			
- 200 sq. ft.	\$50	\$50	\$75
- 600 sq. ft.	\$50	\$75	\$75
- 1,000 sq. ft.	\$80	\$120	\$100
Early start	\$50	\$75	\$60

*includes building, electric, plumbing, HVAC and erosion control

CITY OF STURGEON BAY
Aldersperson Committee Appointments - May 2019

Proposed

Library	Helen Bacon
	Kelly Avenson
Loan Review Comm	Dan Williams (Council Rep)
Harbor Commission	Gary Nault (Council Rep)
Cable Communications Adv. Council	Dan Williams
Ind. Pk. Dev. Review Team	Kirsten Reeths (Council Rep)
Bicycle & Pedestrian Adv. Board	Kelly Avenson (Council Rep)
Utility Commission	David Ward
	Dan Williams
	Gary Nault
	Seth Wiederanders
Historic Preservation Commission	David Hayes

CITY OF STURGEON BAY
Citizen Appointments - May 2019

	Proposed	Expiration
City Plan Commission	Kirsten Reeths	4/1/2020
3 year term	Mark Holey	5/1/2022
	Jeff Norland	5/1/2022
Utility Commission	David Ward	10/1/2022
7 year term	Dan Williams (Council Rep)	10/1/2020
	Gary Nault (Council Rep)	10/1/2020
	Cindy Weber	10/1/2025
	Seth Wiederanders (Council Rep)	10/1/2020
Fire & Police Commission	Wayne Spritka	5/1/2024
5 year term		
Harbor Commission	Gary Nault (Council Rep)	6/15/2020
3 year term	Steve Propsom	6/15/2022
	Nancy Schopf	6/15/2022
Historic Preservation Commission	Barry Mellen	5/1/2022
3 year term	Mark Schuster	5/1/2022
	David Hayes (Council Rep)	5/1/2020
	Trudy Herbst	5/1/2022
Zoning Board of Appeals	Dave Augustson	5/1/2022
3 year term	Nancy Schopf (Alt. No. 1)	5/1/2022
	Morgan Rusnak (alt. No. 2)	5/1/2022
Local Arts Board	Laurel Hauser	1/1/2021
3 year term		
Board of Parks and Recreation	Mike Barker (Municipal Services Director)	
3 year term	Leif Hagman	1/1/2022
Board of Review	Richard Allmann	5/1/2024
5 year term	Howie Phipps	5/1/2023
Bicycle & Pedestrian Advisory Board	Kelly Avenson (Chr. Parking & Traff Comm)	4/1/2020
3 year term	Chris Sullivan-Robinson Planner/Zoning Admin	1/1/2022
	Mark Smullen, SBSD Rep	1/1/2022
	Matt Young	1/1/2022
Cable Communication System Advisory Council	Dan Williams (Chr. CP&S)	5/18/2020
2 year term	Margo Ireland	5/18/2021

CITY OF STURGEON BAY
Citizen Appointments - May 2019

	Proposed	Expiration
Aesthetic Design & Site Review Board	Dave Augustson	5/1/2021
3 year term	Mark Lake	5/1/2022
Library Board	Helen Bacon (Council Rep)	4/1/2020
1 year term	Kelly Avenson (Council Rep)	4/1/2020
Industrial Park Development Review Team	Kirsten Reeths (Council Rep)	4/1/2020
3 year term	Wm. Murrock (Indus Pk Developed Prop Owner)	5/1/2024
	Jim Schuessler (Interim DCEDC Exec Director)	Alternate
Door County Economic Development Corp	David Ward (Council Rep)	12/31/2020
2 year term	Josh VanLieshout (City Administrator)	Ex Officio
Loan Review Committee/Revolving Loan Committee	Dan Williams (Council Rep)	
	Steven C. Asher (CPA)	
	Michael Gilson (Baylake Bank)	
	Greg Stephan (Bank of Luxemburg)	
	David Ward (Mayor)	
	Josh VanLieshout (City Administrator)	Ex Officio
Sturgeon Bay Visitor Center	Gary Nault (Council Rep)	12/31/2019
1 year term		
Door County Tourism Zone Commission	Pam Seiler	5/1/2020
1 year term	Josh VanLieshout	5/1/2020
Weed Commissioner	Mike Barker (Municipal Services Director)	5/1/2020
1 year term		

CITY OF STURGEON BAY
Biographies of Citizen Appointments to Council Committees

Richard Allmann **Board of Review**

Dave Augustson **Zoning Board of Appeals, Aesthetic Design & Site Review Board**

Hello my name is Dave Augustson, and I have lived in the city of Sturgeon Bay since I was 10 years old. I am married with four children, and I am an Outside Sales Representative at Lampert Lumber in Sturgeon Bay. I have worked at Lamperts for 33 years directly involved with the construction of over a thousand projects both residential and commercial. I hold an Associate's degree in Architecture and have designed hundreds of projects, homes, additions, multifamily and commercial projects over the course of the last three decades. The wealth of knowledge and experience I bring to whatever board I may sit on will greatly benefit the City of Sturgeon Bay. I am passionate about the city I call home and want to see it thrive and prosper.

Leif Hagman **Board of Parks & Recreation**

Trudy Herbst **Historic Preservation Committee**

Mark Holey **City Plan Commission**

(Resume attached)

Margo Ireland **Cable Communication System Advisory Council**

My name is Margo Ireland. I have lived in Sturgeon Bay since February 1978. My husband, Ed, and I owned the Kentucky Fried Chicken store on Egg Harbor Road. Ed managed the store from 1978 to 1994. I was employed by Sturgeon Bay Schools from 1980 to 2011 teaching grades first and third. I retired in 2011.

Mark Lake **Aesthetic Design & Site Review Board**

Barry Mellen **Historic Preservation Commission**

I have been the U.S. History/AP U.S. History teacher at Sturgeon Bay High school since January of 2004 and have lived in Sturgeon Bay since that time. I earned my BS at UW Oshkosh in 2003 and my MA from Marian University in 2006. Since beginning teaching, I served a two-year term on the Board of Directors for the Door County Historical Society and currently serve in several leadership capacities at Sturgeon Bay High School. Prior to college, I served 8 years in the United States Air Force. My wife and I have been married for just short of 20 years and have three children, ages 9-15.

Jeff Norland **City Plan Commission**

G. Howard Phipps Board of Review

I started coming to Door County as a child with my parents from Milwaukee, and then brought my wife and children from Madison. In 2015 she and I bought a lot and had our retirement home built just south of the hospital in Sturgeon Bay. I have since joined the Board of Door County Medical Center and been a part-time driver for Trolley Tours of Door County.

Professionally, I graduated from the University of Wisconsin – Milwaukee in 1966 with a BBA in Accounting and then spent six years as an auditor in public accounting, becoming a CPA. The major portion of my career was at Madison Gas & Electric Co. where I was promoted to Senior Vice President – Finance where I was responsible for 225 employees in finance, accounting, treasury, internal audit, information systems, materials management, and all of customer service & assistance. I also prepared the Company's business continuity plan working with the Dane County Department of Emergency Planning, for which I then did a number of consulting assignments as a member of the County's Terrorism Task Force.

My public service has included being Chairman of the Self-Insurers' Advisory Council, State of Wisconsin Workers Compensation Division, and volunteering on the Board and Finance Committee of the Badger Chapter of the American Red Cross and the Campaign Cabinet of the United Way of Dane County.

Steve Propsom Harbor Commission

I was born and raised in Sturgeon Bay and have lived here all my life. After WWII my parents purchased property on North Duluth Place on the water then later purchased the neighboring property. I grew up literally living on the waters of Sturgeon Bay. I own both properties, that is 822 and 826 N. Duluth Pl. I know the waters of Sturgeon Bay like the back of my hand and of the many changes to the waterfront throughout the city. I've spent hundreds if not thousands of hours fishing and doing recreational sports on the waters of Sturgeon Bay.

I come from a shipbuilding family, being a 3rd generation shipbuilder with over 45 years of shipyard experience. I bring to the commission the understanding of the commercial and business aspects along with the needs for the city to actively plan, pursue and accomplish improvements and projects on, in and along the waters of the city. I started my shipbuilding career at Peterson Builders Inc. and for the past 20 years I have been at Fincantieri Bay Shipbuilding, I am the Sr. Program Manager for New Construction. So morning, noon and night I am at the waterfront. I have a license from the USCG as a Captain but currently not working under my license. In addition, I was on the city's Plan Commission a number of years ago. Because of this background and my interests of the waters and waterfronts of the city I would like to continue to be part of the harbor commission.

Morgan Rusnak

I attended Marquette University, where I received my BA in social work, with a minor in entrepreneurship - I heavily focused community social work and event management. I am a long-time member of the food & beverage industry - I currently work for One Barrel Brewing Company and am excited to see the Egg Harbor Project come to fruition this season. I have resided in Sturgeon Bay for 6 years and purchased my home in the city in June 2018. I play flute in the Peninsula Symphonic Band and look forward to volunteering at Door County Beer Fest every June and Southern Door's Haunted Mansion at Quietwoods every October. I am an avid cyclist and a member at CrossFit Armati.

Wayne Spritka Fire & Police Commission

Nancy Schopf**Harbor Commission, Zoning Board of Appeals**

Nancy Schopf, a native of Door County and retiree in Sturgeon Bay, spent her 40 plus years of employment and volunteering in the Brown County communities. The first twenty years of her career was spent teaching high school business education, supervising students in work study positions, and coordinating vocational education programming. The second portion of her career was creating and executing a variety of workforce development programming for the ten area school districts and businesses (Partners in Education) in the Greater Green Bay Area. As Vice President of Education & Leadership with the Green Bay Area Chamber of Commerce, she coordinated Partners in Education and served on a variety of community boards. In retirement, Nancy serves on the Police & Fire Commission for the City of Green Bay and has begun volunteering through the Door County Community Foundation.

Mark Schuster**Historic Preservation Committee****Cindy Weber****Utility Commission**

Cindy Weber is lifelong resident of Sturgeon Bay along with her husband Paul. She has two sons, Greg and Ben Weber, Ben is a member of the Sturgeon Bay Fire Department. Cindy has been CEO of Sunshine House for the last four years, prior to that she was a Vice President at the Door County YMCA for almost 10 years and before that was a part of her family owned business with several retail gift stores and a wholesale distributorship business. She has served on numerous boards and has been Board Chair of Door County Economic Development Corporation, Door County Chamber of Commerce and the Sturgeon Bay Visitor Center. She is on the board of the Wisconsin Disability Service Providers Network, and has been on the board of the Door County Historical Society, Door County Women in Business, Door-Tran, Door County Triathlon, St. Joseph's Finance Council, Door County Legislative Days and the Jefferson Street Association. She has served on the Cable Commission, Utility Commission, Waterfront Redevelopment Authority and the Comprehensive Plan Commission. She is a Certified Fundraising Executive and does non-profit consulting. She is a graduate of Carroll University in Waukesha, WI.

Matt Young**Bicycle & Pedestrian Advisory Board**

MARK E. HOLEY

410 N 19th Avenue
Resident since 1983

EDUCATION:

Bachelor's degree - Wildlife Management/Fisheries Option, College of Natural Resources, University of Wisconsin-Stevens Point (UWSP), May 1976. Outstanding Wildlife Student in the College of Natural Resources, UWSP, 1976

Master of Science in Fisheries Science, College of Natural Resources, University of Wisconsin-Stevens Point, August 1978.

PROFESSIONAL EXPERIENCE:

MAY 1992 to December 2017, PROJECT LEADER: Green Bay Fish and Wildlife Conservation Office, U.S. Fish and Wildlife Service, Green Bay, WI. Responsible for implementing the U.S. Fish and Wildlife Service's (Service) fishery management assistance program in the Lake Michigan watershed. Coordinated with multiple federal, state, and tribal resource agencies lakewide efforts to manage the aquatic resources in Lake Michigan. Led the construction of a new field station and a new 57' fisheries research vessel. Supervised 11 permanent staff and 10 seasonal staff.

JULY 1983- MAY 1992, SUPERVISOR/FISHERY BIOLOGIST: Lake Michigan Work Unit, Sturgeon Bay Field Office, Wisconsin Department of Natural Resources, Sturgeon Bay, WI. Responsible for all fishery programs at the Sturgeon Bay Field Office and coordinated with Law Enforcement programs. Supervised eight permanent and 6-8 seasonal staff, office facility, and a 50' research vessel. Led the construction of the current DNR field station at Sawyer Park.

JULY 1978- JULY 1983, FISHERY BIOLOGIST: Lake Michigan Work Unit, Wisconsin Department of Natural Resources, Milwaukee, WI. Supervised a three permanent staff field office, lead biologist for assessing, monitoring and managing the commercial fishery for chubs in Lake Michigan, developed harvest quotas for the commercial chub fishery, developed trout and salmon stocking quotas for the southern half of Lake Michigan, initiated assessment fishery for yellow perch near Milwaukee.

PROFESSIONAL HONORS/AWARDS

United States Department of Interior – Distinguished Service Award 2017. For his leadership, expertise, and devotion to the Great Lakes, outstanding contribution to science and exceptional contribution to the public service

C.D. "Buzz" Besadny Award for Fostering Great Lakes Partnerships from the Great Lakes Fishery Commission 2017 for developing and leveraging partnerships across the Great Lakes basin to help fishery managers meet key management needs and recognition that strong, lasting, and effective partnerships are critical for success has been evident throughout his entire career, which has spanned nearly four decades.

Jack Chritie/Ken Loftus Award for Distinguished Contributions to Healthy Great Lakes Ecosystems 2001 from the Great Lakes Fishery Commission for his work to achieve an historic fishery agreement between the five Chippewa-Ottawa tribes signatory to the 1836 treaty, the State of Michigan, and the United States.

RETIRED DECEMBER 2017

ORDINANCE NO. _____

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

SECTION 1: The following described property is hereby rezoned from Mixed Residential and Commercial (C-5) to Planned Unit Development (PUD) and shall be subject to the site plan and requirements incorporated herein:

A parcel of land within Subdivision 25, located in the NW ¼ of the SW ¼ of Section 5, Township 27 North, Range 26 East, City of Sturgeon Bay, Door County, Wisconsin more particularly described as follows:

Commencing at the intersection of Jefferson Street and 7th Avenue: Thence Northerly 100', thence Southeasterly 100', thence Northerly parallel to Jefferson Street 50', thence Southeasterly 10', thence Southwesterly parallel to Jefferson Street 150', thence Northwesterly along 7th Avenue 110' to the point of beginning, except tract recorded in Document #754068.

Said parcel contains 0.25 acres. The tax parcel identification number is 281-62-25002202.

SECTION 2: The following requirements and conditions are place upon the property described within the legal description.

A. Underlying Zoning: The underlying zoning district shall be Mixed Residential and Commercial (C-5). If the PUD expires, the zoning classification of the property shall revert to the C-5 district.

B. Permitted Uses: Permitted and conditional uses shall conform to the uses allowed in the C-5 district, except that multiple-family dwellings up to a total of six dwelling units are permitted.

C. Residential Density: The minimum lot area per dwelling unit for multiple-family dwellings shall be 1,800 square feet (Total of 6 units within subject property).

D. PUD Requirements: The following requirements shall apply:

1. The additional off-street parking spaces shall be met via either written agreement from the adjoining property for collective (shared) parking area, providing evidence the minimum off-street parking requirement are met, or a payment in lieu of providing the final space shall be made. No additional off street spaces shall be created without the approval of the Plan Commission.
2. If the dwelling units are used as tourist rooming houses, each such tourist rooming house shall be restricted to a minimum seven day rental period and the total number of days within a consecutive 365 day period that each tourist rooming house may be rented shall not exceed 180 days. The 180 days shall run consecutively within each 365-day period. However, the minimum rental period and maximum rental days shall not apply to up to three tourist rooming houses.

SECTION 3: This ordinance shall take effect on the day after its publication.

Approved:

Attest:

David Ward
Mayor

Stephanie Reinhardt
City Clerk

Staff Report
Hilpipe PUD - 709 Jefferson Street

Background: The subject property is located at the northeast corner of Jefferson St and 7th Ave. It was rezoned to C-5 (mixed commercial and residential) as part of the Jefferson Street rezoning that occurred in 2016. The property contains two primary structures. The front building has two residential units with commercial space on the ground floor and the rear building contains 2 residential units. The applicant purchased this property at the beginning of 2018 and started to convert the commercial space into two residential units. This would convert the front building back into its original use as a four-plex. However, the total of 6 residential units exceeds the density allowed on that parcel and Mr. Hilpipe was informed that he needed a Planned Unit Development (PUD) rezoning in order to proceed.

The C-5 district allows multiple-family dwellings as a conditional use. However, density (12.4 units/acre or 3500 sqft/unit) would not allow more than three units. Thus, the only options would be to apply for a variance from the density requirement or apply for the PUD rezoning. The property owner opted to go through the PUD process due to the flexibility it affords. His desired use would be 6 dwelling units total with both long-term and short-term rental with the ability to use a portion or all of the first floor of the front building for commercial use (i.e. either residential or commercial use on the first floor).

All of the surrounding parcels are zoned C-5. The Jefferson Street corridor is known for its mix of commercial and residential uses. Historically, property owners would change between commercial and residential uses, which cannot occur without meeting certain commercial/residential requirements. Thus, the City rezoned that corridor to C-5 to allow more flexibility for the existing uses.

Comprehensive Plan: The Future Land-Use Map of the Sturgeon Bay Comprehensive Plan designates this property for Transitional Commercial. This type of area is intended to provide lower density commercial uses proximate to residential areas. It also can provide transitions between commercial and residential uses or provide areas where a mixing of commercial and residential uses is deemed appropriate. Thus, this proposal matches the direction of the City of Sturgeon Bay Comprehensive Plan.

Site Plan and Building Design: The following is a summary of the major site and design subjects:

Driveway Access: The existing access is off of 7th Ave. The driveway is shared with the abutting property. There are no proposed changes to the existing access.

Density: There will be no more than six units on this property. Density rules require that each unit needs 3500 square feet of lot area. The rule is not met because this lot can only hold 3 units. The City can allow the development to exceed the density rule as part of the PUD ordinance.

Mix of Units: These are all one bedroom units located on one floor.

Parking: Nine off-street parking spaces are normally required for the proposed 6 units. Currently there are a total of eight off-street parking spots. These spots run perpendicular to the driveway and require the use of the shared driveway in order to properly gain access. If the shared access is eliminated, there would only be room for 3-4 vehicles using angled or parallel parking. There are several options for handling the number of parking spaces. The PUD, if approved, could specify that the number of required spaces is only eight spaces. Another option is for the owner to make a payment in lieu of providing the final space. This is allowed in the C-5 district. The amount of the one-time payment is usually determined by the parking and traffic committee. The third option is to formalize the collective parking arrangement with the adjoining owner. The C-5 district allows spaces within collective off-street parking facilities (i.e. shared parking) to count as 1.5 spaces. Thus, the existing parking is sufficient if the two owners agree the parking area is shared. The final option is to require an additional space to be added.

Traffic: The conversion between ground floor retail and two one-bedroom dwelling units will not have an impact on traffic. No traffic impact analysis is needed.

Building Design: The front building was originally designed as a four-family dwelling (two up, two down). The proposed conversion would revert back to that design. The rear building was a dwelling that was converted into two units (up/down). The owner is not proposing to make any significant changes to the exterior of the buildings. Approval from the Aesthetic Design and Site Plan Review Board will be required if changes are ever proposed.

Short-Term vs. Long-Term Rental of Units: At the conceptual PUD meeting, there was considerable discussion regarding whether the units would be for residents or for transients and whether a restriction regarding the number of tourist rooming houses should be considered. The applicant indicated he plans to have a mix of short-term and long-term units and wants flexibility.

Staff discussed the issue with the City Attorney. Because Wisconsin law states that municipalities cannot by ordinance completely restrict the short-term rental of dwellings and because a PUD is a rezoning ordinance, it would be inappropriate to include a total prohibition against short-term rentals (tourist rooming house). Under the state law the City could, however, restrict such short-term rentals to 7-day minimum periods and total rental days to 180 days in a year. So under the PUD ordinance the City could, if desired, restrict the rental period to 7 days or longer and/or restrict the total number of rental days to 180 days for some or all of the tourist rooming houses.

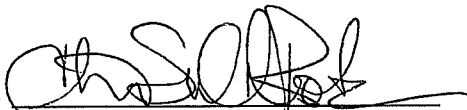
Plan Commission Review: The Plan Commission has reviewed the property owner's plans thoroughly and recommends approval of the PUD ordinance with the following conditions:

1. The underlying zoning district shall remain Mixed Residential and Commercial (C-5).
2. The additional off-street parking spaces shall be met via either written agreement from the adjoining property for collective (shared) parking area, providing evidence the minimum off-street parking requirement are met, or a payment in lieu of providing the final space shall be made. No additional off street spaces shall be created without the approval of the Plan Commission.
3. If the dwelling units are used as tourist rooming houses, each such tourist rooming house shall be restricted to a minimum seven day rental period and the total number of days within a consecutive 365 day period that each tourist rooming house may be rented shall not exceed 180 days. The 180 days shall run consecutively within each 365-day period. However, the minimum rental period and maximum rental days shall not apply to up to three tourist rooming houses.

Common Council Action: The Council has the ability to approve, modify and approve, or reject the preliminary/final PUD within 60 days of the Plan Commission recommendation. If approved, it takes two readings of the PUD ordinance to adopt.

Recommendation: Staff recommends approval of Plan Commission's recommendation.

Prepared by:



Christopher Sullivan-Robinson
Planner / Zoning Administrator

4.9.19

Date



Marty Olejniczak
Community Development

4-9-19

Date

Reviewed by:



Josh Van Lieshout
City Administrator

4/10/19

Date

CITY OF STURGEON BAY PLANNED UNIT DEVELOPMENT APPLICATION

Date Received: 1-3-19
 Fee Paid \$ 6477.00 (includes sign dep.)
 Received By: CN

Application For: Conceptual ☐ Preliminary ☐ Final ☐ Combined Preliminary/Final ☒
 Note: There are different requirements for each of the above processes. A separate application is required for each.

NAME OF PROPOSED PLANNED UNIT DEVELOPMENT: _____		
	APPLICANT/AGENT	LEGAL PROPERTY OWNER
Name	<u>Aaron Hilpice</u>	
Company		
Street Address	<u>1211 FOX RIVER DR</u>	
City/State/Zip	<u>DGPERE WI 54115</u>	
Daytime Telephone No.	<u>920 360 1065</u>	
Fax No.		
STREET ADDRESS(es) OF SUBJECT PROPERTY: <u>709 JEFFERSON ST / 226-228 N 7TH Ave</u> Location if not assigned a common address: _____		
TAX PARCEL NUMBER(s): <u>281-62-25002202</u>		
AREA OF SUBJECT PROPERTY AND NO. OF LOTS: <u>.25 acres (10,890 sqft)</u>		
CURRENT ZONING CLASSIFICATION: <u>C-5</u>		
CURRENT USE AND IMPROVEMENTS: <u>ApartmentS, COMMERCIAL</u>		
COMPREHENSIVE PLAN DESIGNATION OF SUBJECT PROPERTY: <u>TRANSITIONAL COMMERCIAL</u>		
WOULD APPROVAL OF THE PROPOSED PLANNED UNIT DEVELOPMENT CONFORM WITH THE COMPREHENSIVE PLAN? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Explain: <u>TRANSITIONAL ZONES CAN BE USED FOR COMMERCIAL, RESIDENTIAL, OR A MIXED USED.</u>		

PLEASE IDENTIFY SPECIFIC PROPOSED LAND USES. USES MUST IDENTIFY AND CORRESPOND TO A PARTICULAR LOT, LOCATION, BUILDING, ETC. ALLOWANCE OF MAX 6 RESIDENTIAL UNITS TOTAL WITHIN TWO EXISTING BUILDING ON THIS PROPERTY ALLOWANCE OF SHORT AND LONG TERM RENTAL CAPABILITY; UTILIZE EXISTING LOT LAYOUT ALLOWANCE OF COMMERCIAL USE ON FIRST FLOOR OF LARGER BUILDING

CURRENT USE AND ZONING OF ADJACENT SURROUNDING PROPERTIES:

North: RESIDENTIAL

South: RESIDENTIAL

East: COMMERCIAL

West: COMMERCIAL

COMPREHENSIVE PLAN DESIGNATION OF ADJACENT SURROUNDING LAND USES:

North: TRANSITIONAL COMMERCIAL

South: SINGLE FAMILY RESIDENTIAL

East: TRANSITIONAL COMMERCIAL

West: TRANSITIONAL COMMERCIAL

IS ANY VARIANCE FROM COMPREHENSIVE PLAN, SUBDIVISION ORDINANCE, OR ZONING ORDINANCE BEING REQUESTED? If yes, describe:

MULTI-FAMILY DENSITY 20.27(2) / MULTIPLE PRINCIPLE USES COVERED
UNAGA PUD REGULATIONS

HAVE THERE BEEN ANY VARIANCES, CONDITIONAL USE PERMITS, ETC. GRANTED PREVIOUSLY FOR THIS PROPERTY? NO IF YES, EXPLAIN: _____

Attach an 11" X 17" detailed site plan (if site plan is larger than 8-1/2" x 11", also include 20 copies folded to 8-1/2" X 11"), full legal description (preferably on disk), location map with site boundaries marked, proof of ownership, and Agreement for Reimbursement of expenses. Site or plot plan shall include dimensions of property, structures, building elevations, proposed site improvements, signature of person who drew plan, etc.

Aaron Hilgipre
Property Owner (Print Name)

[Signature]
Signature

12/10/18
Date

Applicant/Agent (Print Name)

Signature

Date

I, _____, have attended a review meeting with at least one member of staff and understand that I am responsible for sign placement and following all stages listed on the check list in regard to the applicant.

Date of review meeting

Applicant Signature

Staff Signature

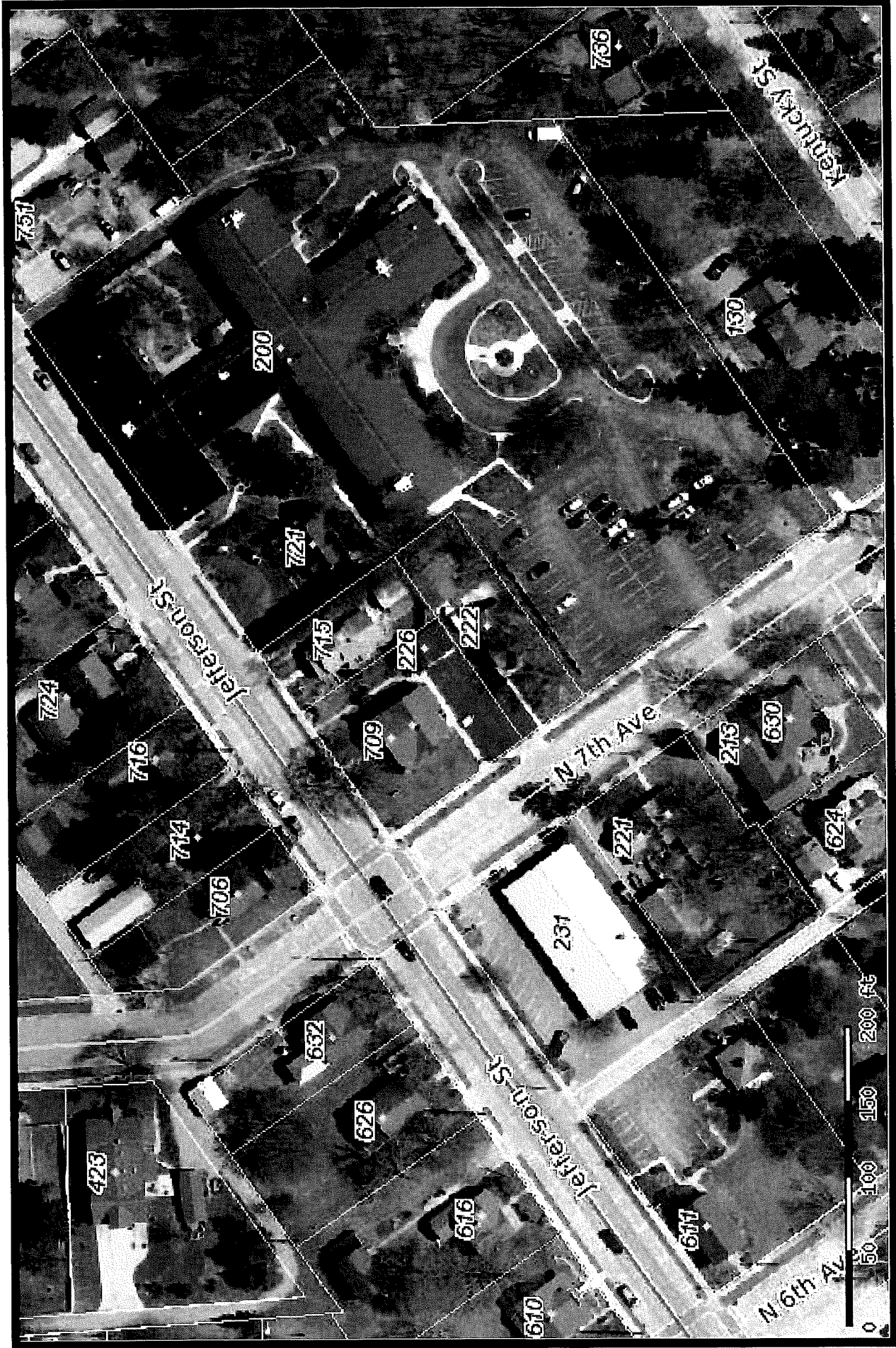
Map

Printed 12/03/2018 courtesy of Door County Land Information Office

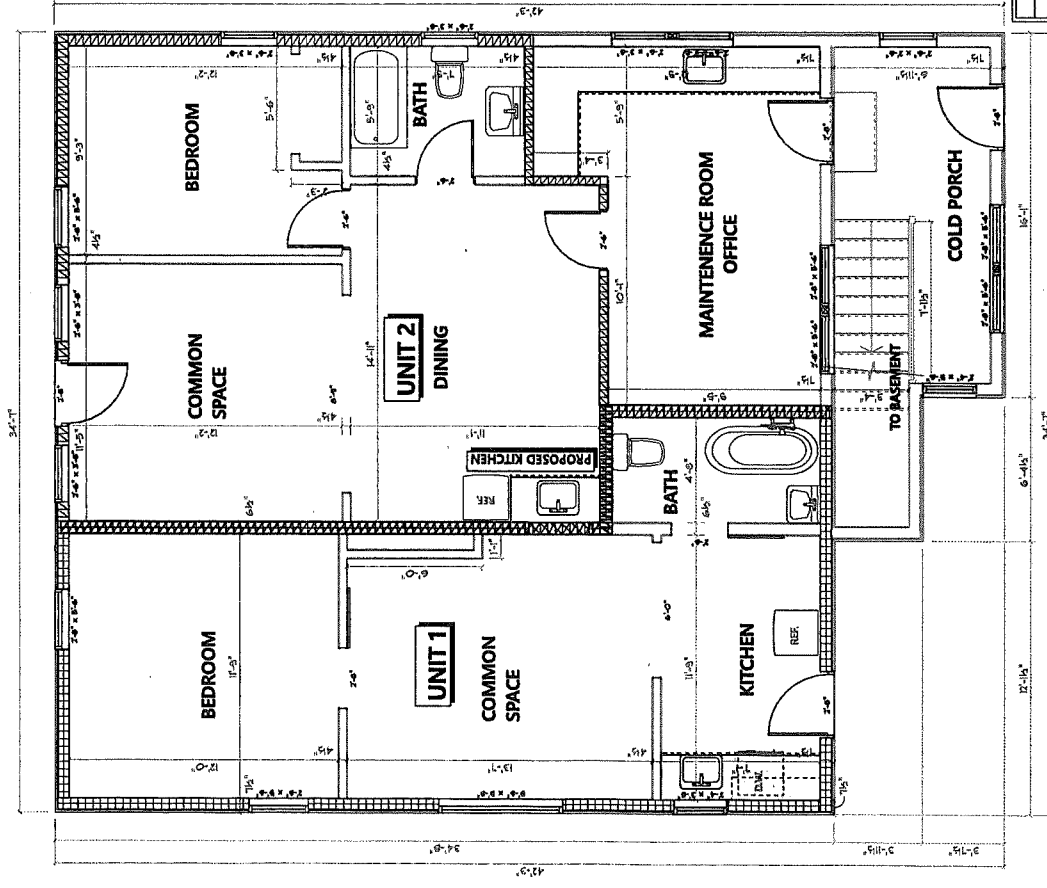


... from the Web Map of ...
(/www.co.door.wi.gov)

Door County, Wisconsin
... for all seasons!



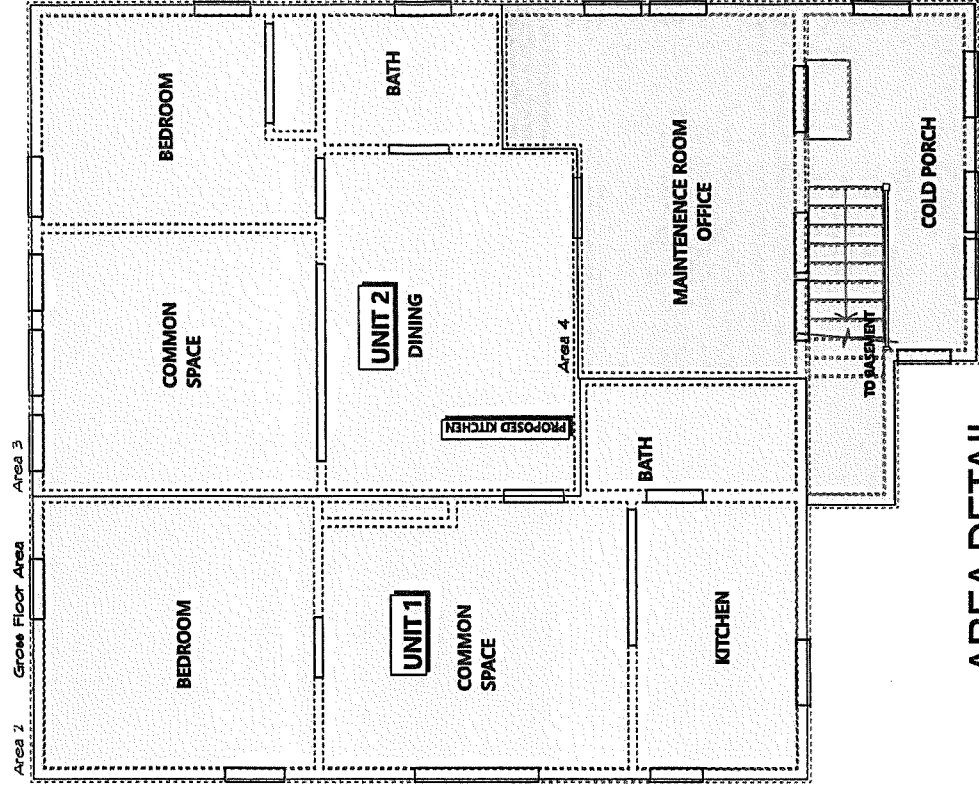
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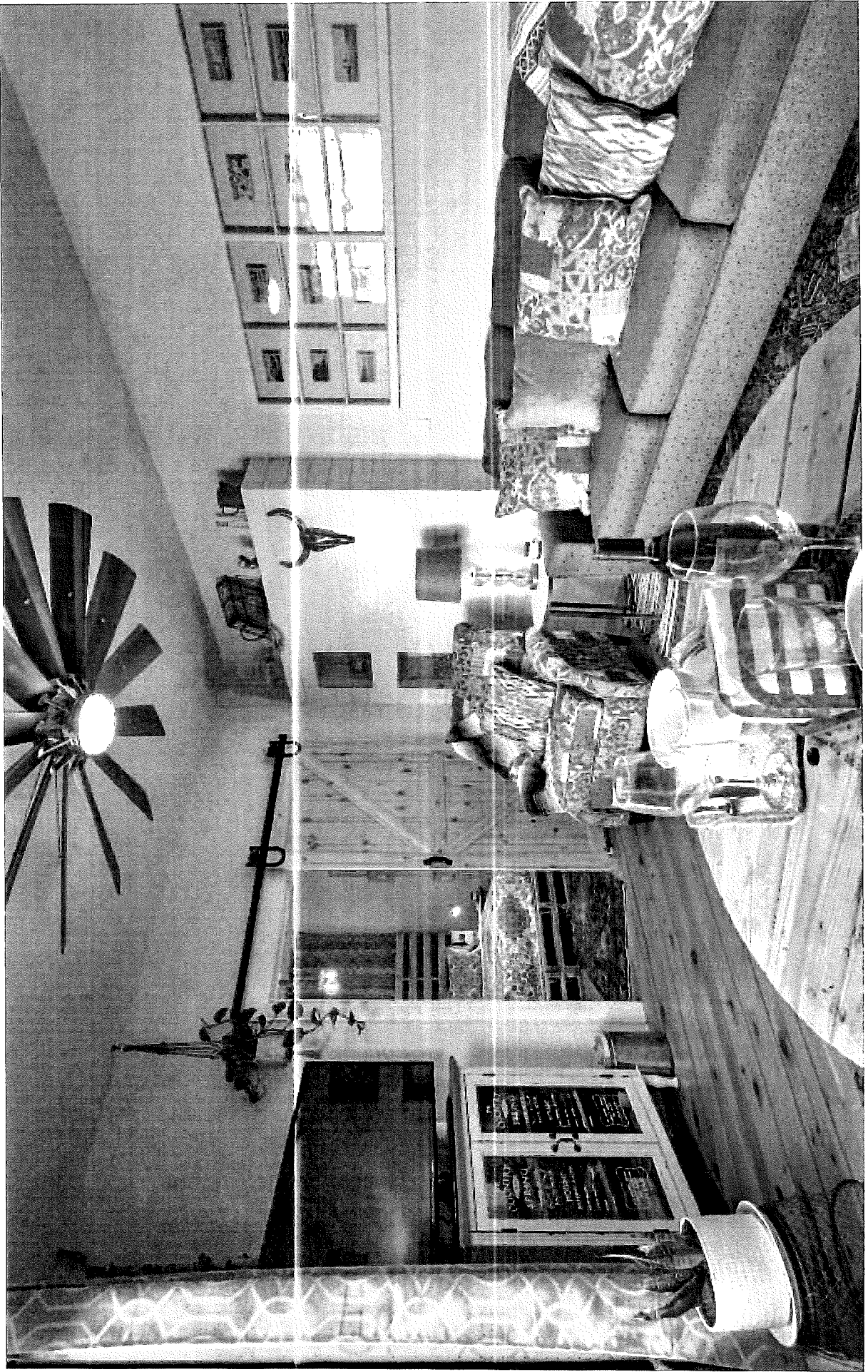


UNIT 1

UNIT 2

AREA SCHEDULE		
NAME	COLOR	AREA
Gross Floor Area		330.0 sq. ft.
Area 1		403.1 sq. ft.
Area 2		500.3 sq. ft.
Area 3		334.5 sq. ft.
Area 4		334.5 sq. ft.

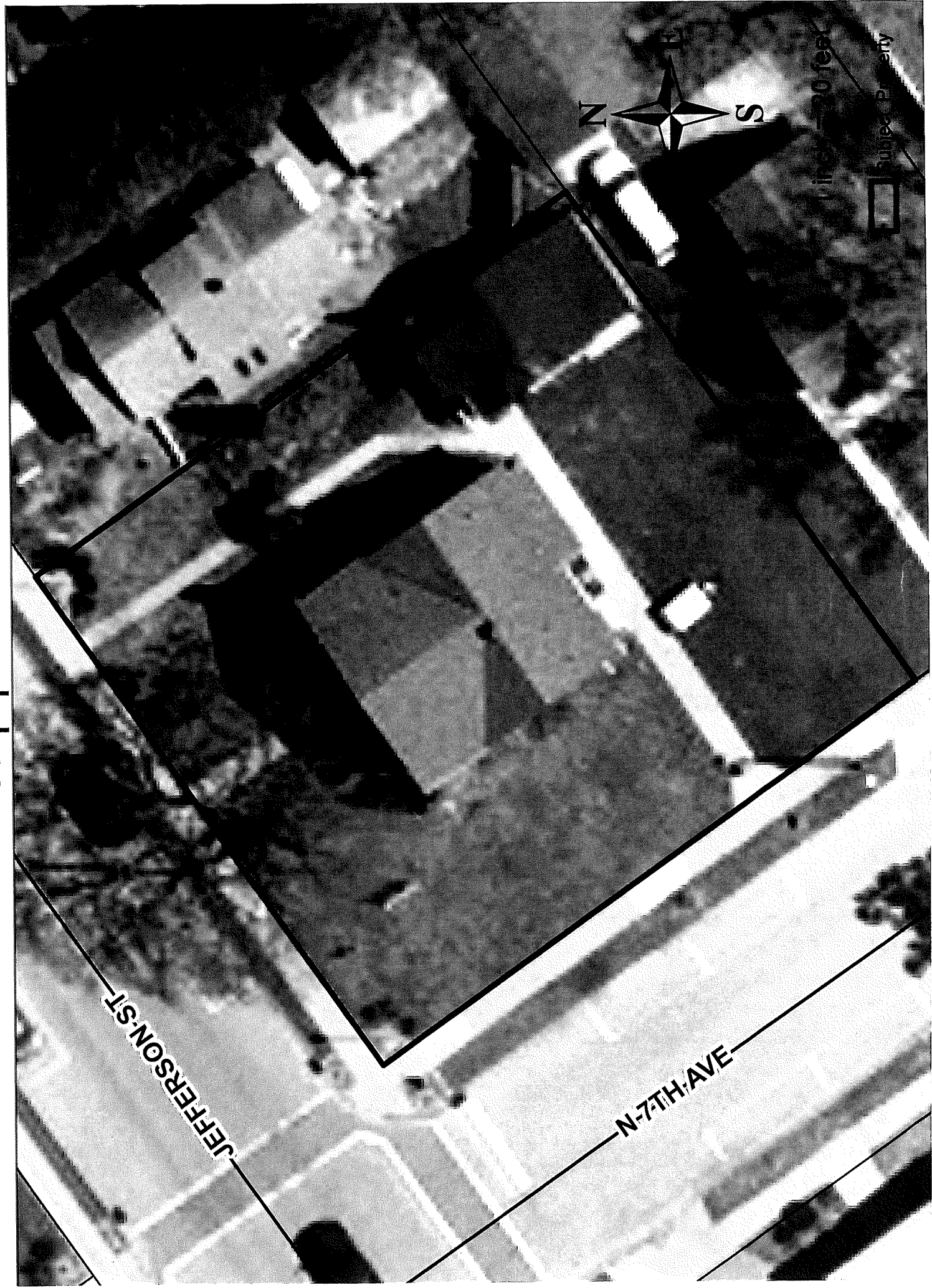




1-5-20



Hilpipre's PUD





© 2015 Pictometry



Google Maps 222 N 7th Ave

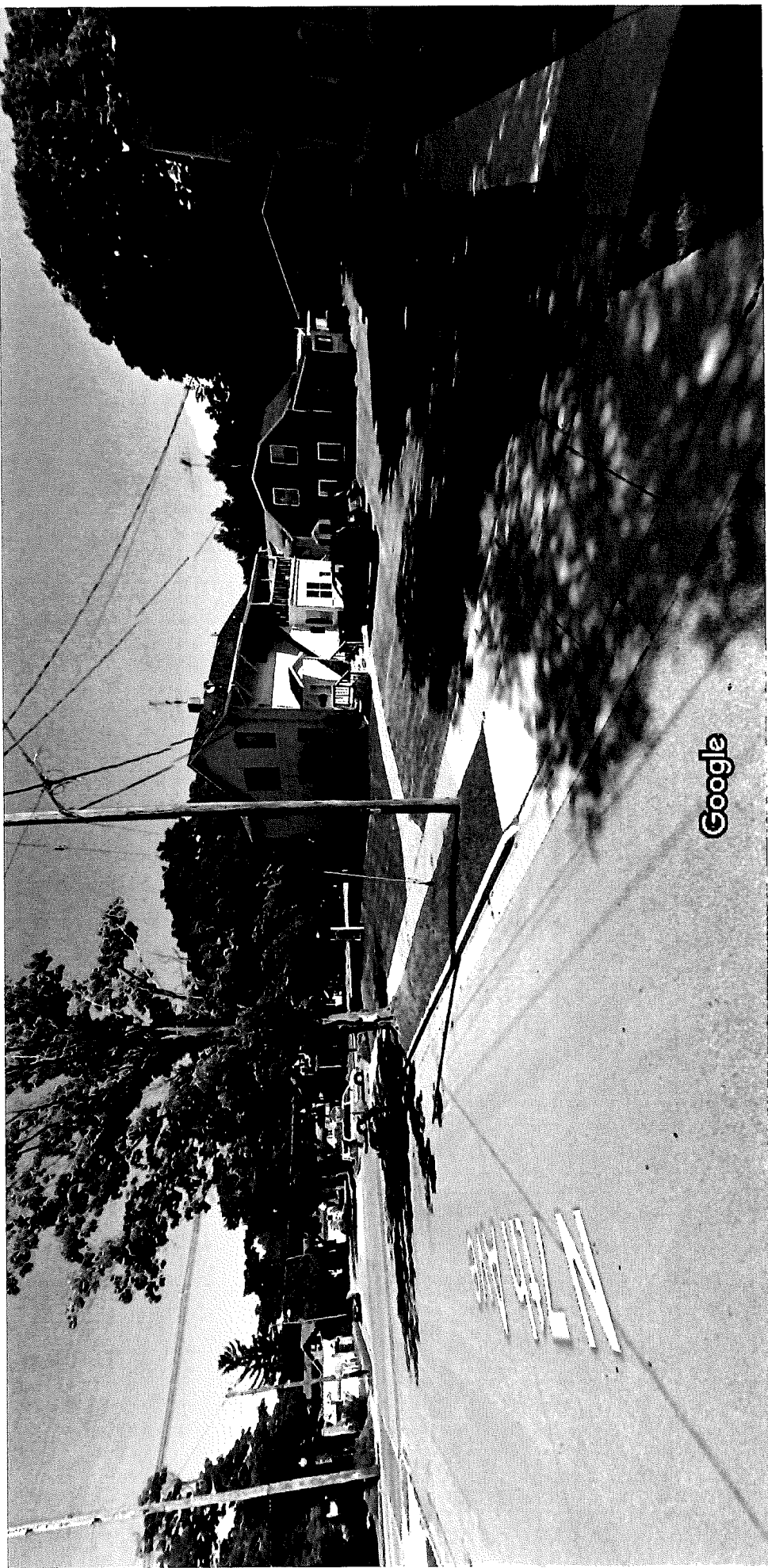
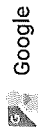


Image capture: Aug 2013 © 2019 Google

Sturgeon Bay, Wisconsin



Street View - Aug 2013



LOCATION MAP
PUBLIC HEARING - HILPIPRE
PLANNED UNIT DEVELOPMENT REQUEST



Note: Public hearing to be held on April 3, 2019

An ordinance to Create Chapter 35 and 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:

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 or the gain of affiliated organizations. 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.* [For purposes of this document, the term "administrative authority" includes the duties of the Mayor and City Administrator as described in the Wisconsin Statutes and City of Sturgeon Bay Code of Ordinances]. 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 Comment 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 to the City Council. (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, or employed by 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 that fall outside of the Council appointments to various Boards and Commissions as part of their Council duties.* 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 quasi 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:

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) *Personal Interest* Is an interest in either the subject matter or a relationship with the parties coming before the body that may have, or appear to have the potential to influence or compromise professional judgment and objectivity of the official or employee.
- (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.
- (8) *Documentation of Membership:* An Alderperson who has been a voting member, officer, shareholder, etc. of an organization making formal presentations to the City Council should identify the affiliation prior to active participation in the discussion or casting votes.

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) *Closed Sessions:* Closed sessions are to be held in the strictest confidence. Failure to uphold the confidentiality of statements, actions, declarations, etc. to others outside of the closed session will be considered a violation of this Code of Ethics.
- (d) *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 within 60 days 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 must 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. Unless supervised by another individual within the department. The overseeing individual shall report directly to the Human Resources Director on matters involving the specified individual.
- (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 or documented member of personal 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 or documented member of personal 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. Three of the members appointed to the Ethics Board should be in good standing and include current or former legal professionals, clergy, human resources professionals or other current or former members of an occupation that demands adherence to an ethical standard or have formal training in the study of ethics and philosophy. No member of the Ethics Board may be a current or former member of the Common Council of the City of Sturgeon Bay. Two members appointed to the Ethics Board may be residents at large. All members of the Ethics Board must be residents of the City of Sturgeon Bay. 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 city resident 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 one hundred dollars (\$100). 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 (Thirty 30) days of the date of filing of the complaint with the clerk for the purpose of determining whether, when 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.

(4) *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 forty-five (45) 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.
- (j) Recommendations made to the Common Council that include disciplinary action must be approved by a super majority (majority plus one) of the entire Ethics Board.

(5) *Council Action-*

- (a) Review of Ethics Board Report. Upon the receipt of the Ethics Board report the Council shall take up the report at its next available, regular Council meeting. 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.

(6) *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.

- (7) *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. Instances of possible perjury will be referred to the district attorney after consultation with the City Attorney. 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.

2.02 - Meetings.

- (1) *First meeting.* Following a regular city election, the new council shall meet on the third Tuesday of April in each election year.
- (2) *Regular meetings.* The regular meetings of the common council shall be held on the first and third Tuesday of each month in the city hall at a time to be set by the common council. Any change in this section shall require a two-thirds vote of the common council.
- (3) *Order of business.* The following procedure and order of business shall be observed:
 - (a) At least two days prior to the regular meeting of the council, the alderpersons shall be provided with copies of the following:
 1. The minutes of the last council meeting together with those of all other committees, board and commissions of the city.
 2. A list of all bills containing the names of the persons to whom money is owed, the amount and the account classification.
 3. All reports to be made to the council.
 4. An agenda detailing the business to be considered at the coming meeting of the council.
 - (b) The minutes, reports, bills and agenda as submitted shall be approved or placed on file at the beginning of the meeting by a blanket motion of acceptance, with the exception that, at the request of any alderperson, any individual bill or any portion of the minutes, reports or agenda may be set aside for separate consideration and action.
 - (c) The agenda, once adopted, shall be the order of business and any new business may only be introduced as a part of the agenda for the next meeting of the common council.
 - (d) Any resolutions or declarations of policy shall be submitted in writing to the alderpersons at least two days prior to the meeting of the council which will act upon such resolutions, declarations or policy.
 - (e) Reports of committees.
 - (f) Consideration of old business.
 - (g) Reception of petitions, memorials and resolutions.
 - (h) Consideration of new business.
- (4) *Addressing chair.* Every alderperson, previous to speaking, shall first address the chair and be recognized.
- (5) *Resolutions.* All resolutions shall be in writing.
- (6) *Ordinances.* All ordinances must be presented and read at one meeting and laid over until the next regular meeting before action is taken thereon.
- (7) *Voting.* All resolutions shall be in writing, and every alderperson present when the vote is taken shall vote thereon, unless excused, and the chair shall declare the result of all questions.
- (8) *Ayes and noes.* The ayes and noes may be called for by any alderperson, in which case names of the alderpersons voting shall be recorded by the clerk-treasurer.
- (9) *Rules of order/preservation of order.* The mayor or, in his/her absence, the president, shall preserve order, subject to any appeal to the council. The parliamentary rules contained in Robert's Rules of Order, Newly Revised, shall govern the conduct of all meetings of the common council of the City of Sturgeon Bay and all its subordinate committees and commissions.
- (10) *Motion to adjourn.* A motion to adjourn will always be in order and decided without debate.

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

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

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

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

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

RESPECTFULLY,
MAYOR THAD BIRMINGHAM

POLICY FOR THE PREPARATION OF AGENDAS AND MEETING PACKET

The purpose of this policy is to ensure that Common Council and committee meeting agendas are produced in a timely and efficient manner so that members of the Common Council and professional staff have a clear process to follow for placing items on a Council or Committee agenda, and so that all are assured of a predictable and repeatable process for placement of items before the deliberative body.

There are three ways an item may appear on a council or committee agenda: by council via committee; by council directly to council; and by staff on a committee agenda. Following the detailed process below will help assure that business to be conducted by the Council or Committee is promptly placed on the appropriate agenda and has adequate supporting documentation

By Council members:

1.) Through committee:

- Chairs of standing committees may add items to their committee agenda, provided sufficient notice is given to comply with Open Meetings requirements.
- Council members may request, during the "Items to be Added to Future Agendas (New Business)" section of a Council meeting, that an item be added to a committee's agenda.

NOTE: Council members wishing to place an item on a committee agenda must have completed the "Request For Placement of Agenda Item" form at the time the request is made. A matter referred to committee only requires that one council member sponsor the request.

2.) Directly to council:

- If a council member wishes to have the council discuss or consider a matter directly, without it going to committee first (either because of timing, uncertainty of appropriate committee, etc.), he or she must request that the City Administrator add the item to the agenda. If at least two council members make the request, the item will be added, provided the requests are made seven days prior to the meeting date (by 10:00 a.m. on the Wednesday preceding a council meeting).

NOTE: Council members wishing to place an item directly on a council agenda must have completed the "Request for Placement on Agenda Item" form prior to the time the request is made. An item to be placed on a Council agenda requires two members to sponsor the request.

By staff:

- City staff may agenda committee items pertinent to their job functions and City business without Council referral, subject to the consent of committee chairpersons. All agenda items referred by staff shall be accompanied with applicable background information. Items shall not be added to agenda without sufficient supporting documentation.
- Prior to finalizing an agenda, the agenda shall be reviewed with the both the City Administrator and Committee chairperson. Items lacking sufficient background information may be removed from the agenda.
- Committee recommendations shall not be submitted to the Common Council without accompanying meeting minutes. All committee minutes and recommendations shall be transcribed and submitted to the Common Council for consideration within 14 days of the date of the committee meeting. Committee recommendations shall be submitted to the City Clerk six days prior to the Council meeting (*Thursday before Council meeting by 10:00 a.m.*)
- Agendas shall be finalized and packets distributed a minimum of five days prior to the meeting date. Once finalized, an agenda may only be amended with the consent of the chairperson. Amendments should be made only as necessitated by timing or other emergency
- These guidelines shall not preclude chairperson from calling special or emergency meetings in accordance with Wisconsin Statutes.

Adopted by the Common Council on 6/5/18.

REQUEST FOR PLACEMENT OF AGENDA ITEM

DATE OF REQUEST: 5/1/2019

FROM: Dan Williams, District 3 and Gary Nault, District 5

Please place the following item on the agenda: Discussion of John Wiese et.al.vs WDNR 19CV013.

Consideration of: Based on the new information that the John Wiese et.al.vs WDNR 19CV013 action is attempting to bring the City into the action, I believe it is appropriate for a full discussion on the matter.

Background Information: We understand that this was an agenda item at the last Council meeting and a decision was made based on the information available at the time. In light of the new information we believe that this requires further discussion, review and possible action.

Desired Action: Discussion, review and possible Council action. May require a closed session to discuss technical aspects of the topic.

REETZ LAW OFFICE, S.C.

BRETT REETZ
Attorney at Law

242 Michigan Street, Suite 104
Sturgeon Bay, WI 54235
Telephone (920) 743-6485
Facsimile (920) 743-6369
attorneys@reetzlaw.com

April 19, 2019

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

Re: John Wiese et al. vs. Wisconsin Department of Natural Resources et al.
Case No: 19CV013

Dear Sir or Madame:

Enclosed herein please find the Petitioner's Amended Notice and Motion for Leave to File Amended Petition with the proposed Amended Petition attached as Exhibit "A." The Petitioners are seeking leave to name the City as a party to the action. To the extent the City wants to join the appeal, here is the opportunity.

Very Truly Yours,

REETZ LAW OFFICE, S.C.

By:



Brett Reetz

BR: lmr

Enclosure

CC: Thomas Wulf

FILED
04-19-2019
Door County
Clerk of Courts
2019CV000013

STATE OF WISCONSIN**CIRCUIT COURT****DOOR COUNTY**

John Wises et al
Petitioners

vs.

Wisconsin Department of Natural Resources et al.
Respondents

For Official Use Only

Case No: 19CV013

**AMENDED NOTICE AND MOTION FOR LEAVE TO FILE AMENDED
PETITION FOR JUDICIAL REVIEW**

TO: Clerk of Court
1209 South Duluth Avenue
Sturgeon Bay, WI 54235

Attorney Mary Elizabeth Peranteau
Wheeler, Van Sickle & Anderson SC
44 E Mifflin St Ste 1000
Madison WI 53703-4205

The City of Sturgeon Bay
a Wisconsin Municipal Corporation
421 Michigan Street
Sturgeon Bay, WI 54235

Assistant Attorney General Jennifer Limbach
Wisconsin Department of Judgment
Post Office Box 7857
Madison, WI 53707-7857

PLEASE TAKE NOTICE that pursuant to Wis. Stats. §802.09, at a time and date to be determined, the undersigned shall move this Honorable Court to allow the Petitioners leave to file an Amended Petition for Judicial Review, and in further support hereof, state as follows:

1. That this Motion is brought within six months after the Petition was filed.
2. That amending the Petition is statutorily timely.
3. That this Motion does not cause undue prejudice to any party.
4. That Wis. Stats. §802.09 states in pertinent part:

Wis. Stats. §802.09 Amended and supplemental pleadings

(1) AMENDMENTS. A party may amend the party's pleading once as a matter of course at any time within 6 months after the summons and complaint are filed or within the time set in a scheduling order under s.

John Weise et al vs. Wisconsin Department of Natural Resources et al.
Case No: 19CV013
Amended Notice and Motion for Leave to File Amended Petition for Judicial Review
Page 2 of 2

802.10. Otherwise a party may amend the pleading only by leave of court or by written consent of the adverse party; and leave shall be freely given at any stage of the action when justice so requires. Wis. Stat. Sec. 802.09

5. That the City of Sturgeon Bay is a party to the underlying agreement and any determination by the Court will have a substantive impact on the City of Sturgeon Bay and therefore, the City of Sturgeon Bay is a necessary party to this action.

6. That the proposed Amended Petition for Judicial Review is attached hereto as Exhibit "A."

Respectfully Submitted this 19th day of April, 2019.

REETZ LAW OFFICE, S.C.

By: Electronically signed by Brett Reetz
Attorney for Petitioners
State Bar No: 01020134

REETZ LAW OFFICE, S.C.
242 Michigan Street, Suite 104
Sturgeon Bay, WI 54235
(920) 743-6485
(920) 743-6369 Fax

FILED
04-19-2019
Door County
Clerk of Courts
2019CV000013

STATE OF WISCONSIN**CIRCUIT COURT****DOOR COUNTY**

John Wiese, Thomas Wulf, Frank Shefchik, Mark
Holdridge, Mike Langenhorst, Mark Deprey, Chris
Moore, Robert Loss, John Yount, Stewart Fett, David
Hatch, Richard Jeanquart, Jim Collins, Phillip Gordon,
John Asher, John Baumgartner, Daniel Nesbitt, Brian
Peterson, Joan Wake, John Vandreese, Robert Fisher and
William Chaudoir

Petitioners

vs.

Wisconsin Department of Natural Resources

and

Friends of the Sturgeon Bay Public Waterfront

and

The City of Sturgeon Bay
a Wisconsin Municipal Corporation
421 Michigan Street
Sturgeon Bay, WI 54235

Respondents

For Official Use Only

Case No: 19CV013

FIRST AMENDED PETITION FOR JUDICIAL REVIEW

NOW COME the Petitioners, John Wiese, Thomas Wulf Fran Shefchik, Mark Holdridge, Mike Langenhorst, Mark Deprey, Chris Moore, Robert Loss, John Yount, Stewart Fett, David Hatch, Richard Jeanquart, Jim Collins, Phillip Gordon, John Asher, John Baumgartner, Daniel Nesbit, Brian Peterson, Joan Wake, Jon Vandreese, Robert Fischer and William Chaudoir, by and through counsel, by Brett Reetz of the REETZ LAW OFFICE, S.C., and hereby Amend their Petition to this Honorable Court, pursuant to Wis. Stats. §§227.52 and 227.53, to review and set aside a final decision of the Department of Natural Resources, dated January 3, 2019, determining the location of the ordinary high water mark at a parcel of land the

John Wiese et al vs. Wisconsin Department of Natural Resources et al.

Case No: 19CV013

First Amended Petition for Judicial Review

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City owns, namely 92 East Maple Street in the City of Sturgeon Bay. A copy of the Decision is attached hereto and incorporated herein as exhibit "A." In support hereof, Petitioners allege as follows:

PARTIES

1. Petitioners are tax paying adult citizens of the City of Sturgeon Bay, namely and specifically as follows:

2. That tax payer Petitioners have standing to petition this Honorable Court pursuant to Wis. Stats. §227.52, which states in pertinent part:

Wis. Stats. §227.52. Judicial Review; decisions reviewable. Administrative Decisions which adversely affect the substantial interests of any person, whether by action or inaction, whether affirmative or negative in form, are subject to review as provided in this chapter...

3. That Mark Deprey owns developed real estate in Sturgeon Bay, Wisconsin that is below the 1835 Meander Line established by the DNR as the ordinary high water mark.

4. That John Baumgartner owns developed real estate in Sturgeon Bay, Wisconsin that is below the 1835 Meander Line established by the DNR as the ordinary high water mark.

5. That Joan Wake owns developed real estate in Sturgeon Bay, Wisconsin that is below the 1835 Meander Line established by the DNR as the ordinary high water mark.

6. That Dan Nesbitt owns developed real estate in Sturgeon Bay, Wisconsin that is below the 1835 Meander Line established by the DNR as the ordinary high water mark.

7. That Richard Jeanquart owns developed real estate in Sturgeon Bay, Wisconsin that is below the 1835 Meander Line established by the DNR as the ordinary high water mark.

8. That the DNR's decision to adopt the 1835 meander line as the ordinary high water line causes specific financial injury to the real estate owners of a different kind and degree

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from any injury to the public in general that might result from the order and constitutes a taking in that a taking can occur through two types of governmental conduct: an actual physical occupation or a regulatory restriction on the property that deprives the owner of all, or substantially all, of the beneficial use of the private property. *E-L Enters., Inc. v. Milwaukee Metro. Sewerage Dist.*, 2010 WI 58, ¶ 22, 326 Wis.2d 82, 785 N.W.2d 409. *Gaborsky v. Zerwekh*, 348 Wis.2d 263, 831 N.W.2d 824, 2013 WI App 73 (Wis. App. 2013)

9. That the real estate owners cannot insure or convey good title of their real estate located water ward of the 1835 meander line due to the DNR Decision.

10. That title insurance companies will not insure over real estate that is water ward from the 1835 meander line thereby further injuring any owner of water front real estate and causing monetary damages of a different kind and degree from any injury to the public in general that might result from the order.

11. That the value of the real estate owners is diminished as a direct result of the DNR's decision which is a specific financial injury of a different kind and degree from any injury to the public in general that might result from the order.

12. That the City of Sturgeon Bay is a Wisconsin municipal corporation with its principle office located at 421 Michigan Street, Sturgeon Bay, Wisconsin 54235. The City owns a parcel of property within its municipal boundaries identified as 92 East Maple Street ("Parcel 92"). That the City of Sturgeon Bay is a party to the underlying agreement and any determination by this Honorable Court will have a substantive impact on the City of Sturgeon Bay and therefore, the City of Sturgeon Bay is a necessary party to this action.

13. That the Respondent, The Wisconsin Department of Natural Resources ("DNR") is an agency within the State of Wisconsin, as that term is defined in Wis. Stats. §227.01(01),

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with its principle offices located at 101 South Webster Avenue, Madison, Wisconsin, and it is a fundamental principle of our jurisprudence that a person affected by governmental action has a right to be heard in some meaningful way.

STATEMENT OF FACTS

14. The Petitioners incorporate and re-allege Paragraphs one (1) through Thirteen (13) as if fully set forth herein.

15. That due to fluctuating lake levels, natural accretion and artificial filling, the shoreline in the area at issue has changed substantially since the State acquired ownership interest of the Lakebed at statehood, in 1848. As a result, the shoreline is substantially waterward of its location in 1848.

16. That the owners of the parcel began filling activities as early as the 1870's, and the property subsequently was the site of mills, docks and warehouses. The main footprint of the dock was established by the early 1900's.

17. That Parcel 92 is a landlocked and blighted parcel; it is separated from the waters of Sturgeon bay by Parcel 100 and another parcel.

18. That the City sought to redevelop Parcels 92 and 100, by selling portions of the land for private commercial development, in order to finance significant public access and amenities in the other portions of the parcels.

19. That opponents of the redevelopment, including Friends of the Sturgeon Bay Public Waterfront and several individuals, filed a law suit in 2016 to block the redevelopment. Following a trial, the court granted an injunction prohibiting the conveyance of any portion of Parcel 92 until the ordinary high water mark ("OHWM") was established.

20. That following the trial court decision, the plaintiffs in the law suit petitioned the

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Department of Natural Resources (DNR), pursuant to Wis. Stats. §227.41, to make a formal determination of the OHWM at parcel 92.

21. That after conducting a public hearing on the petition and receiving input from the interested parties, the DNR issued a declaratory ruling on February 5th, 2018.

22. That upon the February 5th, 2018 determination of the OHWM, The City of Sturgeon Bay and the Friends of the Sturgeon Bay Public Waterfront, et.al. both filed petitions under Wis. Stats. §227.41(1) challenging the DNR's ruling as to the OHWM.

23. That in response to the filing, the DNR determined the 1835 meander line relied upon to determine the OHWM (WDNR 2018b) was inaccurately located on the Parcel 92 map, and thereupon, withdrew its ruling (WDNR 2018b).

24. That the City of Sturgeon Bay and Friends of the Sturgeon Bay Public Waterfront, et.al. conferred, negotiated and agreed to settle the location of the meander line/OHWM on parcel 92 as declared in the Department ruling of January 3, 2019.

25. That this Petition is seeking review of the January 3, 2019 determination of the OHWM by the DNR.

26. That the January 3, 2019 determination of the OHWM (hereinafter ("OHWM 2019")) was based, in part on the finding of the DNR that the 2018 OHWM was (1), based upon an approach with substantial uncertainties and (2), an inaccurately placed 1835 meander line.

27. That the DNR now finds that "simply using the mapped meander line of 1835 as the OHWM at the site significantly reduces the uncertainties with estimating an 1848 OHWM.

28. That the use of the 1835 OHWM does not reduce uncertainties as to the OHWM of 1848, but rather is a baseless conclusion purposely ignorant of changing water-levels, weather conditions, subsequent maps of OHWM, etc.

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29. That the use of the 1835 OHWM is not based upon law and prior practices of the DNR, and is contrary to the express statements and practices of the DNR which, as stated by the DNR, "A bulkhead line was established in this area back in 1955(see attached map), and that line recognizes as the Ordinary High Water Mark (OHWM)."

30. That the conclusion that by reducing known factors, regularly considered in establishing OHWM, and instead, relying only upon a map with a meander line that, within the four corners of the OHWM 19, is an incorrect location of the OHWM in 1848, is illogical and violative of accepted practice used to determine the OHWM.

31. That the DNR finding that "the location and description of the U.S. Government's meander line as surveyed and mapped onto the site plan by the City of Sturgeon Bay is reliable and accurate," is contrary to the assertions, conclusions and statements within OHWM 2019 and OHWM 2018.

32. That the DNR provides no DNR Standard Practices in support of its conclusion that the placement and reliance upon the 1835 meander line is consistent with DNR Standard Practices.

33. That there is no basis in the OHWM 2019 to conclude that "the location and description of the U.S. Government's meander line as surveyed and mapped onto the site plan by the City of Sturgeon Bay is reliable and accurate."

34. That the reliance upon *Diana Shooting Club v. Husting*, 156 Wis. 261, 272 (1914) is in error. The court in Diana stated (as cited in OHWM 2019):

By ordinary high water mark is meant the point on the bank or shore up to which the presence and action of water is so continuous as to leave a distinct mark by erosion, destruction of vegetation or other reasonably recognized characteristics...And where the bank or shore at any particular place is of such character that it is

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impossible or difficult to ascertain where the point of ordinary high water mark is, recourse may be had to other places on the bank or shore of the same stream or lake to determine whether a given stage of water is above or below the ordinary high water mark. . . **Wisconsin common law establishes that the boundaries of navigable waters and their beds are determined based on the location of the OHWM at the time of statehood. (*Emphasis added.*)**

35. That the DNR, in its OHWM 2019 concedes that its determination of the OHWM is not consistent with the OHWM of 1848, therefore, within its four corners, makes the OHWM 2019 determination contrary to established law.

36. That the DNR failed to use standard methods of examining biological and physical indicators on Parcel 92.

37. That the DNR found that there was significant uncertainty associated with using any historically mapped shoreline as the OHWM due to the large variation in Lake Michigan water levels, the variation in shoreline slopes, and the mapped shoreline's relationship to an OHWM.

38. That the DNR found that there was significant uncertainty as to whether fill occurred on accreted land or lake bed on Parcel 92 and to what extent the described lacustrine or alluvial soil layer extends beneath fill in Parcel 92.

39. That the determination of OHWM 2019 did not rely upon any information other than the 1835 meander line, admitted by the DNR not to be the OHWM existing in 1848, thereby purposely ignoring all other data, information, history, practicalities, law, etc. when making its determination.

40. That the DNR's methodology is "unique," with no stated examples of the methodology ever being used before and therefore the DNR's interpretation of its duties and its

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application of law is "one of first impression."

41. That the DNR's position is inconsistent, thereby providing no real guidance.

42. That the DNR states, " . . . from available information that when the U.S. Gov't. survey was done (1835) water levels were higher than water levels at the time of statehood (1848). "

43. That De novo review is appropriate, under which an agency's interpretation of a statute is "given no weight at all when the issue is clearly one of first impression" for the agency or "when an agency's position on an issue has been so inconsistent [such that it] provide[s] no real guidance. *Bosco v. LIRC*, 2004 WI 77, k19, 272 Wis. 2d 586, 681 N.W.2d 157. *Clean Wisconsin, Inc. v. Public Service Commission of Wisconsin*, 2005 WI 93, 700 NW 2d 768 (Wis., 2005). **Basically the test is whether reasonable minds could arrive at the same conclusion as the agency.** *Daly v. Natural Resources Board*, 60 Wis.2d Supra, at pp. 219-220, 208 N.W.2d at p. 845, citing *Reinke v. Personnel Board*, 53 Wis.2d 123, 191 N.W.2d 833 (1971), recently reiterated the standards for applying the test to an administrative decision: *Sanitary Transfer & Landfill, Inc. v. Department of Natural Resources*, 270 N.W.2d 144, 85 Wis.2d 1 (Wis., 1978)

44. That Reasonable minds could not arrive at the same conclusion as the DNR in that within the decision, it is acknowledged that the 1835 Meander line is not the OHWM in 1848. It is unreasonable to determine that something, in this case the Ordinary High Water Mark, is located at a location where all evidence, investigations, maps, surveys, research, etc., indicates it is not located.

45. That the determination is arbitrary and capricious and therefore a violation of the law.

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46. That within the four corners of OHWM 2019, the DNR provides no basis for its determination of the OHWM other than unsubstantiated dicta, stipulation of the Friends of Sturgeon Bay Public Waterfront and the City of Sturgeon Bay, and the 1835 meander line which the DNR admits to be inaccurate as to identifying and locating the 1848 OHWM.

47. The findings of an administrative agency do not need to reflect a preponderance of the evidence as long as the agency's conclusions are reasonable. If the factual findings of the administrative body are reasonable, they will be upheld. *Kitten v. DWD*, 2002 WI 54, 363 Wis.2d 561, 644 N.W.2d 649.

48. That an interpretation is reasonable if it does not directly contravene the words of the statute, is not "clearly contrary to legislative intent," and is not "without rational basis." *Tetra Tech EC, Inc. v. Wis. Dep't of Revenue*, 2018 WI 75, 914 N.W.2d 21 (Wis., 2018).

51. That the DNR OHWM 2019 is without a rational basis due its singular reliance upon the 1835 meander line which has been conceded by the DNR to not represent the actual 1848 OHWM.

52. That the DNR OHWM 2019 should be found to be contrary to legislative intent because there is not statutory or common law authority to purposely locate an ordinary high water mark at a location determined to be different than the ordinary high water mark in 1848.

53. That the DNR OHWM 2019 is illogical, defies common sense, and is therefore unreasonable in that it asserts a finding of fact consistent with an improper argument as follows:

- a. The 1835 meander line is not the accurate location of the ordinary high-water mark in 1848.
- b. We are choosing to only consider the 1835 meander line because everything else is unreliable and contested.
- c. Therefore, because we only relied upon an inaccurate 1835 meander line

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that is agreed to inaccurately identify the 1848 ordinary high water mark, it will suffice as the 1848 ordinary high water mark even though it is inaccurate.

54. That the DNR OHWM also relied upon a stipulation between the Friends of the Sturgeon Bay Public Waterfront and the City of Sturgeon Bay. Nowhere is their statutory or common law authority to rely upon a stipulation to support a finding inconsistent with all evidence. The inclusion of the stipulation in the DNR's rational is contrary to law and therefore, unreasonable, further requiring OHWM 2019 to be set aside.

**THE DEPARTMENT OF NATURAL RESOURCES FAILED TO PROVIDE
A SUFFICIENT FACTUAL BASIS FOR DETERMINING THE ORDINARY
HIGH-WATER MARK**

55. The Petitioners incorporate and re-allege Paragraphs one (1) through Fifty-four (54) as if fully set forth herein.

56. That the term "ordinary high-water mark" has been defined in *Diana Shooting Club v. Husting* (1914), 156 Wis. 261, 272, 145 N.W. 816, 820, as follows: 'By ordinary high-water mark is meant the point on the bank or shore up to which the presence and action of the water is so continuous as to leave a distinct mark either by erosion, destruction of terrestrial vegetation, or other easily recognized characteristic. *Lawrence v. American W. P. Co.*, 144 Wis. 556, 562, 128 N.W. 440. And where the bank or shore at any particular place is of such a character that it is impossible or difficult to ascertain where the point of ordinary high water mark is, recourse may be had to other places on the bank or shore of the same stream or lake to determine whether a given stage of water is above or below the ordinary high water mark. *State v. McDonald Lumber Co.*, 118 N.W.2d 152, 18 Wis.2d 173 (Wis., 1962).

57. That the DNR made no determinations as to the point on the bank or shore up to

John Wiese et al vs. Wisconsin Department of Natural Resources et al.

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which the presence and action of the water is so continuous as to leave a distinct mark.

58. That the DNR referenced no recourse to other places on the bank or shore of the same lake.

59. That notwithstanding the approval of "averaging" in *State v. McDonald Lumber Co.*, 118 N.W.2d 152, 18 Wis.2d 173 (Wis., 1962), the DNR in OHWM 2019 declined to utilize averages of water levels at different times to assist in the determination of the ordinary high water mark, although the DNR did utilize averages in their 2018 decision.

60. That the DNR acknowledges in a March 3, 2017 correspondence, attached hereto, that "it will be impossible to determine precisely where the OHWM once existed." (See attached exhibit "B")

61. That the OHWM 2019 is arbitrary and capricious.

62. That the OHWM 2019 must be set aside for its lacking of a sufficient factual basis.

OTHER GROUNDS FOR SETTING ASIDE OHWM 2019

63. The Petitioners incorporate and re-allege Paragraphs one (1) through Sixty-two (62) as if fully set forth herein.

64. That the decision fails to give due weight to the longstanding historic filling of the site, which was completed more than a century before the city acquired the property, and errs in concluding, as a blanket rule, that filling of lakebed below the OHWM does not change the character of those formerly submerged lands as constitutionally protected trust property.

65. That the decision fails to acknowledge the long standing and relied upon position of the DNR as to the location of the OHWM, despite the DNR's awareness of the filled nature of the site, the relevant historical maps, other evidence, and the 1953 quiet title judgment.

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66. That the decision fails to acknowledge that City of Sturgeon Bay, through State Statute §30.10 and 30.11, received an approved bulkhead line in 1955 from the State of Wisconsin, and consistent with State law, was allowed to fill up to the bulkhead line.

67. That the decision fails to acknowledge that the City of Sturgeon Bay received a permit from the U.S. Army Core of Engineers to construct a 561.2 foot steel sheet pile bulkhead wall and subsequently fill behind it in 1965.

68. That the decision fails to acknowledge the reliance of the City of Sturgeon Bay upon the previous determinations of the DNR in that the City of Sturgeon Bay expended time and money to receive:

- a. A community development block grant in the amount of \$440,000.00;
- b. A Wisconsin Coastal Management Program Grant in the amount of \$30,000.00;
- c. A Wisconsin Coastal Management Program Grant in the amount of \$99,650.00;
- d. A Brownfield State Assessment Grant in the amount of \$47,500.00.

69. That the decision failed to contemplate the public and private resources expended in reliance on their prior positions as to the OHWM including extensive public resources being expended for a waterfront development that is now impossible to develop due to the DNR'S decision(s). (See Attached Exhibit "C").

70. That the decision fails to acknowledge the immense loss of tax revenue that would benefit the public and the City of Sturgeon Bay caused by the decision.

71. That the decision ignores principles of adverse possession, in that the disputed property was used for a requisite period of time in an open, notorious, visible, exclusive, hostile and continuous manner that would apprise a reasonably diligent landowner and the public that

John Wiese et al vs. Wisconsin Department of Natural Resources et al.

Case No: 19CV013

First Amended Petition for Judicial Review

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the possessor claimed the land as his, her or its own.

72. That the DNR's determination of the OHWM for Parcel 92 is inconsistent with prior agency practice for determining an historic OHWM on an artificially filled site and such deviation is not sufficiently explained in the Ruling.

73. That the DNR's findings of fact concerning the location of the natural shoreline at the time of Statehood are not based on substantial evidence and are contrary to the great weight of the evidence in the record.

74. That, upon the previous allegations, OHWM 2019 should be set aside for the additional reasons as follows:

- a. The decision fails to address the right of the city and taxpayers to ownership of the lakebed through adverse possession;
- b. The decision fails to address the rights of the City and taxpayers based upon the equitable doctrine of estoppel;
- c. The decision fails to address the rights of the City and taxpayers based upon the equitable doctrine of waiver;
- d. The decision fails to address the rights of the City and Taxpayers based upon the equitable doctrine of detrimental reliance.

WHEREFORE, the Petitioners pray for the following relief:

- A. A judgment setting aside the January 3, 2019 decision of the DNR;
- B. An injunction prohibiting any further action by any party until the matter is resolved and a final determination is obtained;
- C. A contested case hearing to establish a reviewable record of evidence supporting the DNR OHWM declaration;
- D. A declaration of the location of the OHWM based on and consistent with the Circuit Court's established findings;
- E. A metes-and-bound legal description of the declared OHWM;

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F. For such other and further relief as this Honorable Court deems just and appropriate.

Respectfully Submitted on this 19th day of April, 2019.

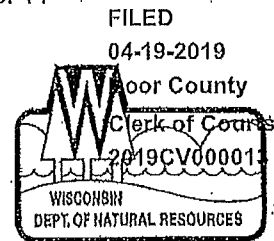
REETZ LAW OFFICE, S.C.

By: Electronically signed by Brett Reetz
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Wisconsin Department of Natural Resources Ruling
Declaring the Location of the Ordinary High Water Mark of Lake Michigan
on the Shore of a Parcel of Land Located at 92 East Maple St. ("Parcel 92")
in the City of Sturgeon Bay, Door County, Wisconsin
January 3, 2019

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SUMMARY

The Wisconsin Department of Natural Resources ("department") issues this ruling declaring that the Ordinary High Water Mark ("OHWM") on *Parcel 92* (Figure 1) is located at the meander line shown on the 1835 plat map created as part of the United States General Land Office public land survey of Wisconsin and surveyed, located, and mapped by the City of Sturgeon Bay Engineering Department on a Site Plan dated December 6, 2018 (Figure 3). The department applies the Wisconsin legal standards described herein to fulfill the state's affirmative duty under Article IX, Sec. 1 of the Wisconsin Constitution to protect the public trust in navigable waters of the state [*Muench v. Pub. Serv. Comm'n*, 261 Wis. 492, 512 (1952)] and provide consistency and efficiency in state administration of water resource laws (chs. 30 and 31, Wis. Stats.).

BACKGROUND

On February 5, 2018, upon petition and as authorized by s. 227.41, Wis. Stats., the department issued a ruling declaring the location of the OHWM of Lake Michigan along the shore of a parcel of land located at 92 E. Maple St. ("Parcel 92") in the City of Sturgeon Bay, Door County, Wisconsin (WDNR, 2018a).

The City of Sturgeon Bay and the Friends of the Sturgeon Bay Public Waterfront, et. al., both filed petitions under s. 227.41(1), Wis. Stats., challenging the department's OHWM ruling. One petitioner asked how the department had located, mapped, and superimposed the 1835 original Gov't. meander line onto the 2014 map of *Parcel 92* that the department used in its 2018 ruling. The department checked the accuracy of the 1835 meander line as located on the 2014 map and concluded the 1835 meander line had been inaccurately located on that map (WDNR, 2018b).

Because its 2018 ruling declaring the location of the OHWM on *Parcel 92* was based on this material factual error, on May 15, 2018, the department withdrew that ruling (WDNR, 2018b). In response to the department withdrawing its ruling, the petitioning parties stipulated to a dismissal of their petitions for judicial review which was so ordered by the Honorable D. Todd Ehlers, Door County Branch 1, Circuit Court Judge on June 8, 2018. The City of Sturgeon Bay and the Friends of Sturgeon Bay Public Waterfront et. al. subsequently conferred and negotiated and now agreed to settle the issue of the location of the meander line/OHWM on *Parcel 92* as declared in this department ruling and as shown on the attached Site Plan (Figure 3).

DISCUSSION

The department's 2018 OHWM ruling (WDNR, 2018a) established the importance of the OHWM in determining the boundary between public lands and privately owned riparian property and described the standard methodology department staff uses to determine the OHWM. The department acknowledges the uncertainty in identifying an OHWM location at *Parcel 92* since the standard method of identifying recognizable physical and biological indicators along the shoreline is impossible to use at this site that has been filled and otherwise manipulated for years. At other Great Lakes shoreline locations with substantial historical fill (e.g., Superior Harbor), the department typically uses the meander line as the starting point for its OHWM determination when the original U.S. Gov't. survey accurately maps the meander line or shoreline (LaValley, 2017).

The department's 2018 OHWM ruling (WDNR, 2018a) discussed the difficulties and uncertainties associated with determining an OHWM at *Parcel 92*. The department determined and still maintains that there is significant uncertainty in concluding that any historical mapped shoreline of this site represents the location of recognizable physical and biological indicators that indicate the OHWM. The Department determined and still maintains that there is also uncertainty regarding whether material from borings at the site should be classified as fill or native materials and whether any fill at this location was placed upon accreted lands, lakebed, or both.

Based on these difficulties and uncertainties, in its 2018 OHWM ruling the department used the 1835 mapped meander line as a starting point for the OHWM location at *Parcel 92* and then adjusted the OHWM location based on purported lower water levels 13 years later at the date of statehood (1848). The department accepts that: 1) there are substantial uncertainties using this approach; and 2) the mapped 1835 meander line was inaccurately located on the map that the department used in its 2018 declaratory ruling (see discussions below).

1) Uncertainty of adjusting the 1835 meander line to 1848 water levels at the time of statehood

The department's 2018 OHWM ruling used a provisional approach to estimate the OHWM location at the site on the date of statehood by assuming from available information that when the U.S. Gov't. survey was done (1835) water levels were higher than water levels at the time of statehood (1848). The department hypothesized that the lower 1848 water levels would have caused the water to further recede and the shoreline further extend waterward of the 1835 meander line. How far waterward depends on water level changes, near shore topography, and lake bed bathymetry.

To estimate the location of the 1848 shoreline, the department used shorelines mapped in 1873 and 1888 and recorded water levels to estimate average historic shoreline slopes (Figure 2). The department averaged the 1873 and 1885 historic shoreline slopes and averaged measured May-October water elevations to estimate the location of the 1848 shoreline in reference to the 1835 surveyed meander line (WDNR, 2018a).

Using this approach, the department made assumptions that create a level of uncertainty, including the following:

- The department assumed single monthly water level data used to calculate the shoreline slopes was not collected during extreme weather events that could have changed water levels on a short-term basis;
- The department assumed paleo-water level annual elevations reasonably approximated 1835 water levels and could be used to compare to actual monthly water levels measured and recorded starting in 1861;
- The department assumed it was reasonable to average the distances between the 1835, 1873, and 1885 shorelines laterally along property lines, average the monthly water levels and 1873 and 1885 shoreline slopes, and use the averages to estimate an approximate shoreline slope and shoreline location at statehood (1848);
- The department assumed the mapped 1848 shoreline represented the averaged OHWM based upon averaging two shoreline slopes (the 1873 shoreline slope of 61.86:1 and the 1885 shoreline slope of 31.60:1) to estimate the distance of the 1848 shoreline from the 1835 meander line.

Collectively these assumptions added substantial uncertainty to the department's approach for its 2018 OHWM ruling. The department now finds that simply using the mapped meander line of 1835 as the OHWM at this site significantly reduces the uncertainties associated with estimating an 1848 OHWM location.

2) Correction of the material factual mapping error of the 1835 U.S. Gov't. survey meander line

In its 2018 ruling declaring the OHWM location on *Parcel 92* (WDNR, 2018a), the department used a 2014 base map created by the Board of Commissioners of Public Lands (BCPL). BCPL created the map to help department staff locate the approximate OHWM on adjacent *Parcel 100* so the department could decide if it concurred with the OHWM location on *Parcel 100* proposed by the City. The department used the 2014 map to reach concurrence on the *Parcel 100* OHWM.

In drafting its 2018 OHWM ruling for *Parcel 92*, the department also relied upon the 2014 map and its mapped location of the 1835 meander line, and did not independently verify whether the 1835 meander line had been accurately located, superimposed, and mapped onto the 2014 map. After the department issued its 2018 ruling, a petitioner questioned how the department had determined the location of the 1835 meander line on the 2014 map used in its ruling. The department subsequently located the 1835 meander line and compare that location to the meander line location on the 2014 map to ascertain whether the 2014 map accurately located the meander line. The department verified the 1835 meander line as located on the 2014 map was not accurate. On June 15, 2018, the department withdrew its 2018 OHWM ruling due to this material mapping error on the 2014 map.

The department recently received the attached Site Plan dated December 6, 2018, prepared by the City of Sturgeon Bay Engineering Department (Figure 3). The meander line location and bearings on the Site Plan are properly based on the Door County survey control monuments for Section 7, Township 27 North, Range 26 East. The department finds the location and description of the U.S. Gov't. meander line as surveyed and mapped onto the Site Plan by the City of Sturgeon Bay is reliable and accurate. The City and Friends of the Sturgeon Bay Public Water Front, et. al., agree the description and location of the U.S. Gov't. meander line surveyed and mapped on the Site Plan is reliable and accurate and agree that it represents the OHWM location on *Parcel 92* (letter communication from Atty. Paul Kent dated January 2, 2019).

DEPARTMENT DECISION

Without physical and biological indicators present to indicate the OHWM location on *Parcel 92*, the issue narrows to the question of what area of *Parcel 92* was lakebed that came into state ownership subject to the public trust at statehood (1848)? The department finds using the location of the 1835 U.S. Gov't. meander line as the location of the OHWM on *Parcel 92* is appropriate because (a) physical and biological indicators are absent; (b) such location is consistent with department standard practices; (c) using the meander line location as the OHWM location minimizes uncertainties regarding the OHWM location; and (d) the petitioning parties now agree the OHWM on *Parcel 92* is properly located at the 1835 meander line as located on the Site Plan (Figure 3).

The Department determines the OHWM at *Parcel 92* as:

The 1835 U.S. Gov't. meander line as located and described by the survey diagram titled "Site Plan" prepared by the City of Sturgeon Bay Engineering Department and dated December 6, 2018 (Figure 3).

The department recognizes extensive public and private resources were expended to determine the location of the OHWM on *Parcel 92* and has strived to make a reasonable decision that protects constitutionally-based public interests in the navigable waters of Sturgeon Bay and considers the riparian interests of the City of Sturgeon Bay.

FINDINGS OF FACTS

- 1) On March 8, 2017, the Department received a petition from the Friends of Sturgeon Bay Public Waterfront and six individuals requesting a full hearing and declaratory ruling pursuant to s. 227.41, Wis. Stats., declaring the location of the OHWM on a parcel of property located at 92 East Maple Street in the City of Sturgeon Bay (*Parcel 92*) for the purpose of determining the

extent of the state's property rights under the Public Trust Doctrine and Wisconsin Constitution, Article IX, Sec. 1.

- 2) On February 5, 2018, the department issued a ruling declaring the location of the OHWM on Parcel 92. The City of Sturgeon Bay and Friends of the Sturgeon Bay Public Waterfront et al., both filed petitions under s. 227.41, Wis. Stats., challenging the ruling. On May 15, 2018, the department withdrew the ruling due to a material factual error. In response to the department's withdrawal of its 2018 ruling declaring the location of the OHWM on Parcel 92, both petitioning parties stipulated to a dismissal of their petitions for judicial review which the Honorable D. Todd Ehlers, Door County Branch 1, Circuit Court Judge, ordered on June 8, 2018.
- 3) The OHWM is the boundary between riparian owned uplands and the publicly owned beds of natural lakes. It is the boundary of public rights and interest in the waters of navigable streams and lakes. When the water's edge is waterward of the OHWM a riparian owner has a qualified right to exclusively use the land between the actual water's edge and the OHWM. *Doemel v. Jantz*, 180 Wis. 225 (1923).
- 4) The first definition of the ordinary high water mark (OHWM) is found in *Lawrence v. American Writing Paper Co.*, 144 Wis. 556, 562 (1911): "... ordinary high water mark. That is the point up to which the presence and action of water is so continuous as to leave a distinct mark by erosion, destruction of vegetation or other easily recognized characteristics."
- 5) Three years later the Supreme Court clarified and expanded the definition of OHWM in *Diana Shooting Club v. Husting*, 156 Wis. 261, 272 (1914): "By ordinary high-water mark is meant the point on the bank or shore up to which the presence and action of the water is so continuous as to leave a distinct mark either by erosion, destruction of terrestrial vegetation, or other easily recognized characteristic."
- 6) The *Diana* court also stated, "And where the bank or shore at any particular place is of such character that it is impossible or difficult to ascertain where the point of ordinary high-water mark is, recourse may be had to other places on the bank or shore of the same stream or lake to determine whether a given stage of water is above or below the ordinary high-water mark."
- 7) Wisconsin common law establishes that the boundaries of navigable waters and their beds are determined based on the location of the OHWM at the time of statehood. See *Diana Shooting Club v. Husting*, 156 Wis. 261 and *Illinois Steel Co. v. Bilot*, 109 Wis. 418, 425 (1901) ("title to the beds of all lakes and ponds, and of rivers navigable in fact as well, up to the line of ordinary high-water mark, within the boundaries of the state, became vested in it at the instant of its admission into the Union, in trust to hold the same so as to preserve to the people forever ...").
- 8) Among other incidents of riparian ownership, and to preserve the riparian's access to the water, is the right to the land formed by gradual and natural accretions and uncovered by reliction. *Doemel v. Jantz* 180 Wis. 225 (1923), *Attorney General Ex Rel. Bay Boom Wild Rice and Fur Co.*, 172 Wis. 363 (1920), and *Baldwin v. Anderson*, 40 Wis. 2d 33 (1968). This is true even when the riparian does not have title to the bed. *Roberts v. Rust*, 104 Wis. 619 (1899) and *Boorman v. Sunnucks*, 42 Wis. 223 (1877).
- 9) The courts have held that land waterward of the OHWM is land subject to the public trust doctrine and restricted to uses compatible to the public trust or associated with navigation, except as noted in the case of natural accretion. Wisconsin law holds that the filling of submerged lands does not transfer title to the riparian property owner. See *Menomonee River Lumber Co. v. Seidl*, 149 Wis. 316, 320-321 (1912) ("One cannot by building up land or erecting structures in a lake, the title to the bed of which is in the state, thereby extend his possession into the lake and acquire the state's title."). The possession of a deed or federal patent purporting to convey title to lakebed is meaningless for that purpose. *Illinois Steel Co. v. Bilot*, 109 Wis. 418 (1901).

- 10) Parcel 92 is described as being a part of Lot One (1), Block Nine (9), according to the recorded Plat of Harris First Addition and also a part of Lots One (1), Six (6) and Seven (7), Block Eight (8) of Bay View Plat, and all of Lots Two (2), Three (3), Four (4) and Five (5), Block Eight (8), of Bayview Plat, and part of Subdivision 76, all in the Northeast Quarter (NE1/4), Section Seven (7), Township Twenty-seven (27) North, Range Twenty-six (26) East, in the City of Sturgeon Bay, Door County, Wisconsin described as follows:

Commencing at the intersection point of the East line of Neenah Avenue and the North line of Maple Street; thence North 89 deg. 59 min. 38 sec. West, 91.92 feet along the North line of Maple Street to the point of beginning of lands to be described; thence North 13 deg. 34 min. 55 sec. East, 47.11 feet; thence North 33 deg. 52 min. 22 sec. East, 263 feet; thence North 47 deg. 16 min. 59 sec. West, 200.38 feet; thence South 42 deg. 16 min. 00 sec. West, 229.08 feet; thence South 40 deg. 01 min. 00 sec. West, 33.71 feet; thence South 32 deg. 53 min. 44 sec. West, 33.77 feet; thence West 92.01 feet; thence South 06 deg. 01 min. sec. East, 178.01 feet to the North line of Maple Street; thence South 89 deg. 59 min. 38 sec. East, 256.57 feet along said North line to the point of beginning.

- 11) Parcel 92 has the physical address of 92 East Maple Street, Sturgeon Bay, WI 54235 and Tax Parcel Number 281-12-10080101. The City of Sturgeon Bay obtained title to Parcel 92 in 2012 by a special warranty deed from Freedom Bank.

- 12) The City claims title to the parcel of real property located at 100 East Maple Street in the City of Sturgeon Bay formerly known as Tax Parcel No. 281-2415090101, consisting of parts of Document Nos. 318850 and 783268, excepting part of Document No. 580907 ("Parcel 100"). A portion of Parcel 100 is more particularly described as: A parcel of land located in the NE 1/4 of Section 7, T. 27 N., R. 26 E., City of Sturgeon Bay, Door County, Wisconsin, bounded and described as follows:

Commencing at the intersection point of the east line of Neenah Avenue and the north line of Maple Street, thence N. 89°39'38" W., 91.60 feet along the north line of Maple Street to the point of beginning of lands to be described; thence N85°03'44" E. -- 49.68 feet; thence N69°31'57"E -- 80.99 feet; thence N46°00'22"E -- 64.41 feet to the approximate ordinary high water mark of Sturgeon Bay as determined by the Wisconsin Department of Natural Resources; thence along said ordinary high water mark as follows: N69°57'18"W -- 16.60 feet; thence N54.01°08"W -- 52.88 feet; thence N46°47'03"W -- 11.34 feet; thence N37°59'31" W -- 5.05 feet; thence N24°15'51"W -- 7.57 feet; thence N 01°14'01"W -- 11.87 feet; thence N 11°54'30" E -- 14.79 feet; thence N 19°09'16"E -- 35.48 feet; thence N27°35'00"E -- 30.30 feet; thence leaving said ordinary high water mark S33°52'22"W -- 209.15 feet; thence S 13°34'55"W -- 47.11 feet to the aforementioned north line of Maple Street; thence S89°59'38" E -- 0.32 feet along said north line to the point of beginning.

- 13) The department issued a "WDNR Determination of Concurrence with The Approximate Ordinary High Water Mark for the City of Sturgeon Bay West Side Waterfront Project," recorded in the office of the Door County Register of Deeds on October 28, 2014, as Document No. 782928 (the "Concurrence"). The determination concurs in the location of the OHWM for Parcel 100. The area of Parcel 100 landward of the OHWM stated in the Concurrence is owned by the City of Sturgeon Bay. The area of Parcel 100 lying waterward of the OHWM stated in the Concurrence is owned by the State in trust for benefit of the public under the public trust doctrine, Wis. Const. Art. IX, sec. 1, and may not be conveyed to a private party.

- 14) In March 2017, the Door County Circuit Court enjoined the City from making any conveyance of Parcel 92 to a private party (*Friends of the Sturgeon Bay Public Waterfront v. City of Sturgeon Bay*, No. 16-CV-23). The judgment provides that the scope of the injunction is subject to modification following a declaratory ruling by the department determining the location of the OHWM for Parcel 92.

- 15) On August 25 and 26, 2017, notices of public hearing were published on the department's website and in the *Door County Advocate* newspaper, respectively. On September 6, 2017, the department held a public hearing to receive comments, provide information and respond to

clarifying questions regarding the location of the OHWM of Sturgeon Bay at 92 East Maple St. (*Parcel 92*), City of Sturgeon Bay, WI. Thirty-five attendees filled out public hearing appearance slips (Appendix A) and approximately 24 people addressed the hearing examiner.

- 16) The department cannot use the standard method of examining biological and physical indicators on *Parcel 92* to establish an OHWM for that site because such indicators do not exist at this site. Instead, the department considered historic documents, maps, water levels, soil borings, and all public testimony presented at the hearing and in the record of the Door County Circuit Court case incorporated as part of the hearing record.
- 17) The department finds there is significant uncertainty associated with using any historically mapped shoreline as the OHWM due to the large variation in Lake Michigan water levels, the variation in shoreline slopes, and the mapped shoreline's relationship to an OHWM.
- 18) The department finds there is significant uncertainty as to whether fill occurred on accreted land or lake bed on *Parcel 92* and to what extent the described lacustrine or alluvial soil layer extends beneath fill in the area of *Parcel 92*.
- 19) The approach the department used to determine the OHWM on *Parcel 92* is based on the unique facts and information for *Parcel 92* and may not apply to other parcels or cases on the Great Lakes or other water bodies. The department determines the location of the OHWM in each specific case and on each specific site based upon the facts and information available for that site and case.

CONCLUSIONS OF LAW

- 1) The Department of Natural Resources (department), upon petition and as authorized by s. 227.41, Wis. Stats., issues this ruling declaring the location of the ordinary high water mark ("OHWM") of Lake Michigan along the shore of a parcel of land located at 92 E. Maple St. ("*Parcel 92*") in the City of Sturgeon Bay, Door County, Wisconsin.
- 2) The public trust doctrine applies with equal force to filled lakebeds even if the filled lakebed area can no longer be navigated. See *State v. Trudeau*, 139 Wis. 2d 91 (1987) ("An area need not be navigable to be lakebed. If the land is part of the navigable lake, then the fact that the specific area cannot be navigated is irrelevant to the state's claim."); *State of Wisconsin v. Public Service Commission*, 275 Wis. 112, 117-19 (1957).
- 3) Filling of lakebed below the OHWM does not change the character of those formerly submerged lands as constitutionally protected trust property. *Diedrich v. Northwestern Union R. Co.*, 42 Wis. 248 (1877).
- 4) The department is responsible under s. 30.10(4)(b), Stats., for determining in conformity with the common law the extent to which *Parcel 92* may consist of filled public lakebed. Determining the extent of public lakebed requires the department to determine the location of the ordinary high water mark that represents the landward boundary or lateral extent of the public lakebed.

DEPARTMENT OF NATURAL RESOURCES RULING

The department hereby declares the Ordinary High Water Mark (OHWM) at *Parcel 92* in the City of Sturgeon Bay and adjacent to Sturgeon Bay, Lake Michigan is the mapped meander line as follows:

The U.S. Gov't meander line mapped and described by the City of Sturgeon Bay Engineering Department dated December 6, 2018 (Figure 3) as commencing at the Meander Corner between Government Lot 3 and Government Lot 4 of Section 7, Township 27 North, Range 26 East, City of Sturgeon Bay, Door County, Wisconsin,

thence S 88°12'31"W 517.09 feet to the intersection with the platted center line of South Neenah Avenue, thence N 01°50'52"W along said platted centerline 415.02 feet to the intersection with the platted north right-of-way line of East Maple Street, thence S 88°09'08" W along said platted right-of-way line 91.60 feet; thence along the easterly line of Parcel 92 as follows: N 11°43'41"E 47.11 feet, and N 32°01'08"E 0.58 feet to the intersection with the U.S. Gov't Meander Line and the point of beginning, thence N 43°54'53"W along said U.S. Gov't Meander Line 239.61 feet to the northwesterly line of Parcel #92 and the point of termination.

- 1) The department hereby declares the area of *Parcel 92* landward of the OHWM described above is private riparian land.
- 2) The department hereby declares the area of *Parcel 92* waterward of the OHWM described above:
(a) is owned by the State in trust for the benefit of the public under the public trust doctrine, Wis. Const., Art. IX, Sec. 1; (b) may not be conveyed to a private party; and (c) may be used only for purposes compatible with the public trust doctrine.

Dated at Black River Falls, Wisconsin, January 3, 2019.

STATE OF WISCONSIN, DEPARTMENT OF NATURAL RESOURCES

By

Dan Helsel
DANIEL R. HELSEL, HEARING OFFICER
FIELD INTEGRATION LEADER
OFFICE OF THE SECRETARY

NOTICE OF APPEAL RIGHTS

If you believe that you have a right to challenge this decision, you should know that Wisconsin Statutes and Wisconsin Administrative Code establish time periods within which requests to review Department decisions must be filed.

For judicial review of a decision pursuant to Sections 227.41(1), 227.52 and 227.53, Wisconsin Statutes, you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate court and serve the petition on the Secretary of the Department. Such a petition for judicial review shall name the Department of Natural Resources as the respondent.

FIGURES



Figure 1. Site Location Map

Location of Parcel 92 and Parcel 100 in the City of Sturgeon Bay, North of Oak Street Bridge.

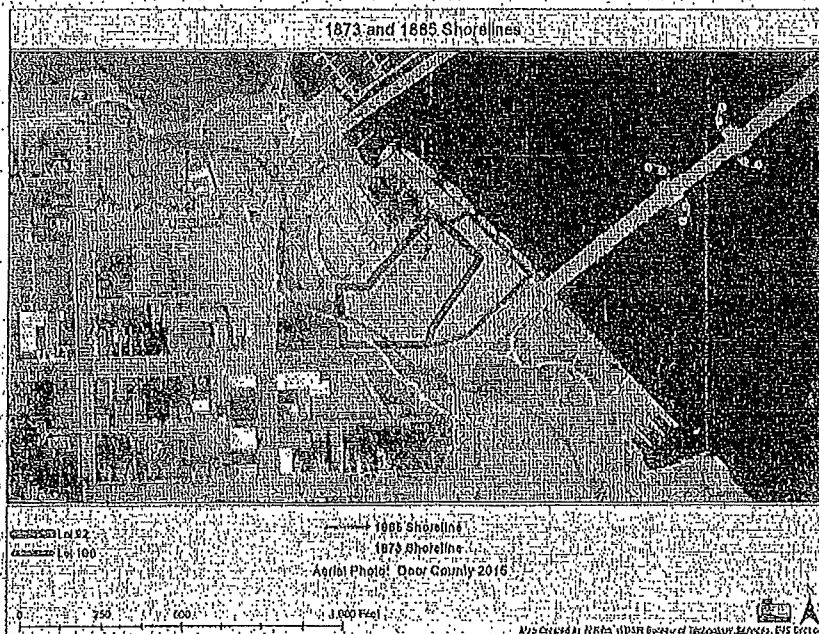


Figure 2. 1873 and 1885 mapped shorelines

The mapped shorelines from the Bay View Plats in 1873 and 1885 shown with Parcel 92 and Parcel 100.

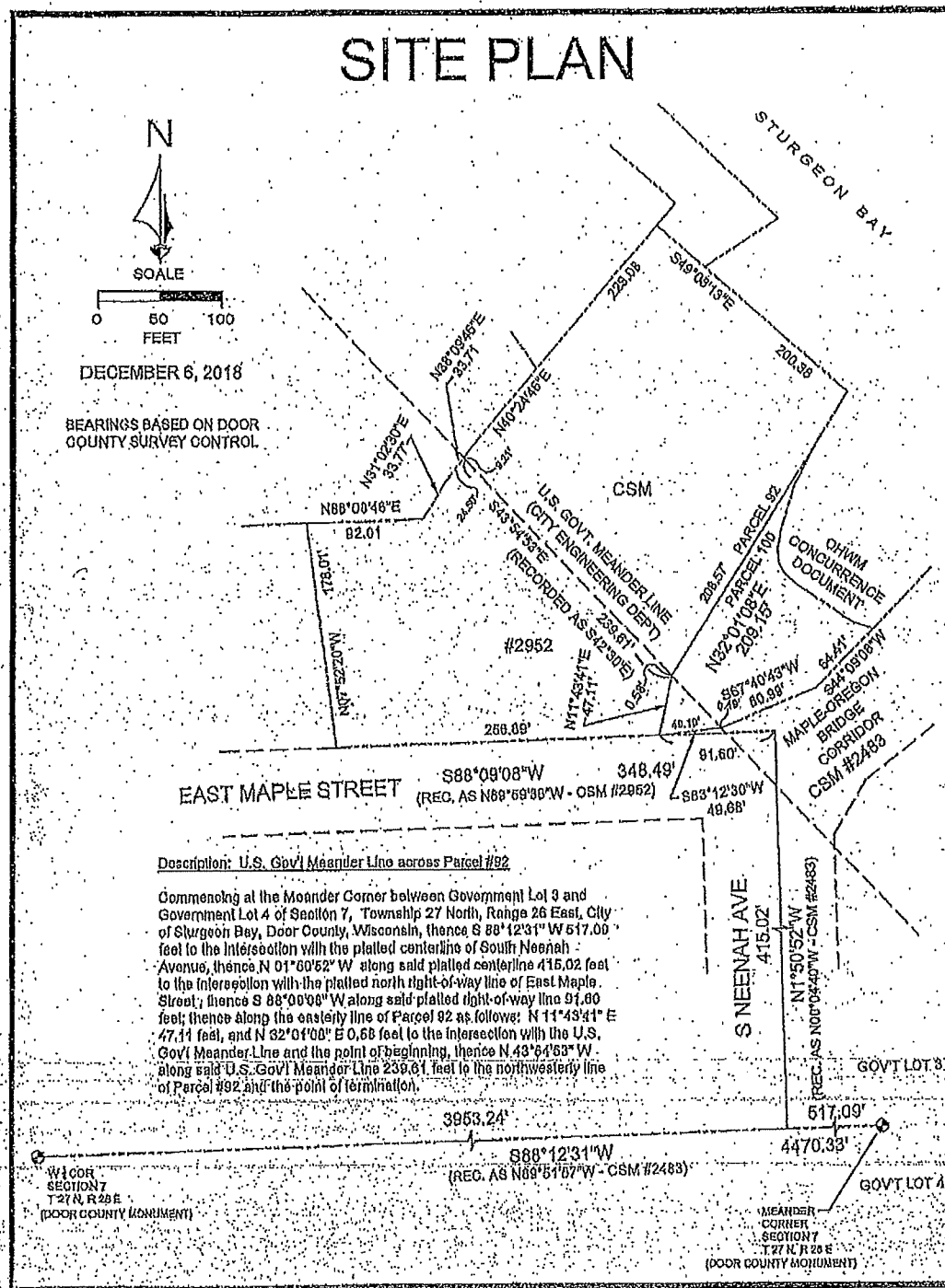


Figure 3. Location of OHWM for Parcel 92 described as the U.S. Gov't Meander Line. Location and description of the U.S. Gov't Meander line produced by the City of Sturgeon Bay Engineering Department on December 6, 2018.

REFERENCES

- Bruhn, M. (2014). *WDNR Determination of Concurrence with the approximate Ordinary High Water Mark for the City of Sturgeon Bay West Side Waterfront Project*. Madison, WI: Office of the Secretary, Wisconsin Department of Natural Resources.
- LaValley, S. (2017). *Personal Communication*. Superior, WI: Water Management Specialist, Bureau of Watershed Management, Department of Natural Resources.
- WDNR. (2018a). *Wisconsin Department of Natural Resources Ruling Declaring the Location of the Ordinary High Water Mark of Lake Michigan on the shore of Parcel of Land Located at 92 East Maple St. ("Parcel 92") in the City of Sturgeon Bay, Door County, Wisconsin*. Black River Falls, WI: Wisconsin Department of Natural Resources.
- WDNR. (2018b). *Wisconsin Department of Natural Resources May 15, 2018 Withdrawal of Ruling*. Black River Falls, WI: Wisconsin Department of Natural Resources.

APPENDIX A – PUBLIC HEARING APPEARANCE SLIPS RECORDS

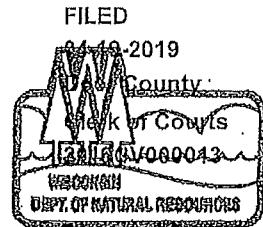
NAME	CITY	ST	COMMENT	ORAL STATEMENT	POSITION
Allmann, Barbara	Sturgeon Bay	WI		Yes	
Andersson, Carri	Sturgeon Bay	WI	(Friends of Sturgeon Bay Waterfront)	Yes	
Anschulz, Paul	Sturgeon Bay	WI		Yes	IO
Ateu, Nancy	Sturgeon Bay	WI	(Friends of Sturgeon Bay Waterfront)	Yes	
Avenson, Kelly	Sturgeon Bay	WI	(representing Sturgeon Bay Historical Society)	Yes	
Brooks, Laurel	Sturgeon Bay	WI		Yes	
Bultman, Robert	Balleys Harbor	WI	(representing Self) <ul style="list-style-type: none"> Preserve and protect the public trust for the future – the 1873 map is the OHWM. 	No	
Catarozoll, Kelly	Sturgeon Bay	WI	(representing Sturgeon Bay City Council – District 1)	Yes	
Collins, Dan	Sturgeon Bay	WI	(Friends of Sturgeon Bay Waterfront)	Yes	
Ewig, Marianne	Sturgeon Bay	WI	(Friends of Sturgeon Bay Waterfront)	Yes	
Fairchild, Shawn	Sturgeon Bay	WI	(Friends of Sturgeon Bay Waterfront)	Yes	
Finnerty, Kathleen	Sturgeon Bay	WI	(Friends of Sturgeon Bay Waterfront)	Yes	
Frix, Donald-Frix	Fish Creek	WI	(Friends of Sturgeon Bay Waterfront)	Yes	
Geers, Sarah	Madison	WI	(Midwest Environmental Advocates)	Yes	
Goehelman, Elliot	Sturgeon Bay	WI		Yes	

Greene, John			(representing City of Sturgeon Bay)	Yes	
Hans, Christian	Sturgeon Bay	WI		No	
Hauser, Laurel	Sturgeon Bay	WI	(representing Self)	Yes	
Hebal, Bill	Sturgeon Bay	WI		Yes	
Herlache, Thomas L.	Sturgeon Bay	WI		Yes	
Huntoon, Lori	Brookfield	WI	(Friends of Sturgeon Bay Waterfront)	Yes	
Kellems, Chris	Sturgeon Bay	WI	(representing Self)	Yes	AIMA
Livingston, Jan	Sturgeon Bay	WI		No	AIMA
Logerquist, Deborah	Sturgeon Bay	WI		No	
Logerquist, Deborah (2)	Sturgeon Bay	WI	Please email the DNR's ruling (IS-ruling that OHWM should be declared to be the 1873 determined OHWM)	No	IS
Malenius, Miriam	Sturgeon Bay	WI		No	
Morkin, Claire	Sturgeon Bay	WI	(Friends of Sturgeon Bay Waterfront)	Yes	
Nesbitt, Randall	Sturgeon Bay	WI	(representing City of Sturgeon Bay)	Yes	AIMA
Olejniczak, Marty	Sturgeon Bay	WI	(representing City of Sturgeon Bay (Comm. Dev. & Waterfront Dev.))	Yes	
Orlock, Mike	Sturgeon Bay	WI	(representing Self)	Yes	
Schabach, Ryan	Hilbert	WI	Protect our waterfront. (Small business representative)	No	
Smith, Larry	Sturgeon Bay	WI		Yes	AIMA

Urban, Robin	Sturgeon Bay	WI	No Jurisdiction by the DNR in this hearing	Yes	AIMA
Van Lleshout, Josh	Sturgeon Bay	WI	(representing City of Sturgeon Bay)	No	AIMA
Ward, David J.	Sturgeon Bay	WI	I would like the ruling emailed to be at the above email address. The DNR decision needs to be considered the effect of the St. Lawrence Seaway, built in the 1950s. Subsequent dredging of the St. Clair River lowered (permanently) the level of Lake Michigan/Huron by 10-12 inches thus altering the historic OHWM.	No	
Weber, Christie	Sturgeon Bay	WI	(Friends of the Public Waterfront)	Yes	
IS= In Support IO=In opposition AIMA= As Interest May Appear					

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Walcott Street
Box 7821
Madison WI 53707-7821

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-833-7433
TTY Access via relay - 711



March 3, 2017

Mayor Thad Birmingham
City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay WI 54235

Dear Mayor Birmingham:

The Department has received your request to determine an ordinary high water mark (OHWM) for 92 East Maple Street in Sturgeon Bay Wisconsin. We will proceed to make that determination based on an analysis of available historical maps of the property and surrounding area.

However, due to the very disturbed nature of the site, and the fact that over eight feet of fill has been placed landward (for an undetermined distance) and waterward (to the established bulkhead line), it will be impossible to determine precisely where the OHWM once existed. The department is confident that we will be able to provide a reasonable estimate of the OHWM through the map review, but locating it exactly will require extensive field work that is beyond the resources of the department to undertake, and still will result in an estimate that may not significantly alter the OHWM location. Contracting for any additional field work would be the responsibility of the City, although the department would be willing to provide technical assistance in relation to any field plans or substrate or other data analysis.

If you have any questions regarding this process, please contact Pam Biersach, Director of the Bureau of Watershed Management, at (608) 261-8447 or at pamela.biersach@wisconsin.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Cathy Stepp".

Cathy Stepp
Secretary

EXHIBIT B

FESTIVAL WATERFRONT
Sturgeon Bay Wisconsin



DRAFT

CONCEPT

FILED
04-19-2019
Door County
Clerk of Courts
2019CV000013

EXHIBIT C

