



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, NOVEMBER 19, 2019
7:00 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. Public Comment.
6. Recognition of Sturgeon Bay Boys Soccer State Championship.
7. Presentation re: School Safety/Active Shooter Events.
8. Consideration of the following bills: General Fund – \$301,333.68, Capital Fund - \$31,805.76, Cable TV - \$203.15, TID #4 - \$4,672.08 and Solid Waste Enterprise Fund - \$167.77 for a grand total of \$338,182.44. roll call]

9. **CONSENT AGENDA**

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

* a. Approval of 11/4/19 special and 11/5/19 regular Common Council minutes.

* b. Approval of the following minutes:

1. Aesthetic Design & Site Plan Review Board – 10/7/19
2. Finance/Purchasing & Building Committee – 10/29/19
3. Police & Fire Commission – 11/4/19
4. Bicycle & Pedestrian Advisory Council – 11/4/19

* c. Place the following reports on file:

1. Fire Department Report – October 2019
2. Inspection Department Report – October 2019
3. Police Department Report – October 2019
4. Bank Reconciliation – October 2019
5. Revenue & Expense Report – October 2019

* d. Consideration of: Approval of Beverage Operator Licenses.

* e. Consideration of: Approval of Street Closure Application for Sturgeon Bay Visitor Center for Fine Art Fair.

* f. Finance/Purchasing & Building Committee recommendation re: Extend offer to purchase the City owned parcel on N. 15th Avenue from Ted Zieman until December 31, 2020.

10. Mayoral appointments.
11. First reading of ordinance re: Repeal and recreate Section 20.31(4)(b) of the Municipal Code (Zoning Code) re: surfacing of parking lots and access driveways.
12. Second reading of ordinance re: Rezone from Single Family Residential (R-2) to Planned Unit Development (PUD) for property known as West Side School/West Side Field.
13. Finance/Purchasing & Building Committee recommendation re: Approve the offer to purchase the West Side Field by Northpointe Development Corporation.
14. Resolution re: Approving Application for Urban Wildlife Damage Abatement & Control Grant.
15. Resolution for Inclusion Under the Wisconsin Public Employers' Group Health Insurance Program.
16. Consideration of: Disbanding Ad Hoc West Waterfront Committee. (Ald. Avenson)
17. Consideration of: Resolution to Participate in the Green Tier Legacy Community Program. (Ald. Hayes)
18. Discussion re: Development Agreement with Sturgeon Bay Historical Society.
19. Review of Ad Hoc West Waterfront Planning Committee recommendations.
20. Items to be Included on Future Agendas (New Business).
21. Committee Chairperson Reports:
 - a. Personnel Committee
 - b. Parking & Traffic Committee
 - c. Community Protection & Services Committee
 - d. Utility Commission
22. City Administrator report.
23. Mayor's report.
24. 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: Next steps to take in Door County Case No. 16-CV-129, Stone Harbor excessive tax assessment matter.

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
25. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 11.15.19

Time: 12:00pm

By: JM

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 11/19/2019

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
GENERAL FUND				
LIABILITIES				
04696	DOOR COUNTY TREASURER	2019 DOG LICENSES	01-000-000-24335	863.75
FIRSTAM	FIRST AMERICAN TITLE	SPECIAL ASSESSMNT OVERPAYMENT	01-000-000-16010	281.07
R0000985	SULLYS THUMBS UP PRODUCE	10.30.19 FOOD SHARE/SULLY	01-000-000-21595	29.00
R0001415	AT&T/WISCONSIN BELL, INC	PRMT RFN 50.003.17/ATT WISBELL	01-000-000-23160	208.00
TOTAL LIABILITIES				1,381.82
FY 2000 PRINCIPAL				
R0000620	ROBERT W BAIRD & CO	GO PROM 8.22.19 FIN ADVISE FEE	01-000-906-70002	18,500.00
R0000620		GO PROM 8.22.19 OFFCL STMT FEE	01-000-906-70002	5,000.00
TOTAL FY 2000 PRINCIPAL				23,500.00
BALLFIELD LIGHTING				
WPPI ENG	WPPI ENERGY	11/19 ATHLETIC FLD LIGHT PRJCT	01-000-981-70000	1,365.39
TOTAL BALLFIELD LIGHTING				1,365.39
TOTAL GENERAL FUND				26,247.21
LAW/LEGAL				
03950	DAVIS KUELTHAU	09/19 GENERAL LEGAL MATTERS	01-110-000-55010	3,732.00
BUELOW	BUELOW, VETTER, BUIKEMA,	10/19 GENERAL LABOR	01-110-000-57900	1,268.50
TOTAL				5,000.50
TOTAL LAW/LEGAL				5,000.50
CITY CLERK-TREASURER				
03101	CDW GOVERNMENT, INC.	10 KEY CALCULATOR/METZER	01-115-000-51950	82.31
TOTAL				82.31
TOTAL CITY CLERK-TREASURER				82.31
COMPUTER				
04696	DOOR COUNTY TREASURER	10/19 INTERNET USAGE	01-125-000-55550	100.00
04696		10/19 TECH SUPPORT	01-125-000-55550	2,500.00
04696		10/19 2G INTERNET	01-125-000-55550	375.00
04696		2019 3RD QTR FIBER MAINTENANCE	01-125-000-55550	362.40
TOTAL				3,337.40
TOTAL COMPUTER				3,337.40
CITY ASSESSOR				
ASSO APP	ASSOCIATES APPRAISAL	11.19.19 CONTRACT	01-130-000-55010	1,333.33
TOTAL				1,333.33

INVOICES DUE ON/BEFORE 11/19/2019

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
			TOTAL CITY ASSESSOR	1,333.33
BUILDING/ZONING CODE ENFORCEMT				
DCI	DOOR COUNTY INSPECTIONS, LLC	10/19 PERMITS	01-140-000-55010	4,549.98
		TOTAL		4,549.98
		TOTAL BUILDING/ZONING CODE ENFORCEMT		4,549.98
PUBLIC WORKS ADMINISTRATION				
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	SIGN	01-150-000-51950	5.36
		TOTAL		5.36
		TOTAL PUBLIC WORKS ADMINISTRATION		5.36
CITY HALL				
03159	CHARTER COMMUNICATIONS	10/19 FIRE CABLE SVC	01-160-000-58999	135.34
04575	DOOR COUNTY HARDWARE	FLEX COUPLER	01-160-000-55300	9.99
19880	STURGEON BAY UTILITIES	421 MICHIGAN ST	01-160-000-56150	2,478.71
19880		421 MICHIGAN ST	01-160-000-58650	233.02
CULLIGAN	CULLIGAN OF STURGEON BAY	WATER SOFTENER SALT	01-160-000-54999	85.70
DEPT SAF	STATE OF WISCONSIN	ELEVATOR CERT TO OPERATE	01-160-000-58999	50.00
DEPT SAF		ELEVATOR CERT TO OPERATE	01-160-000-58999	50.00
R0000509	NATIONAL ELEVATOR INSPECTION	ELEVATOR INSPECTIONS 2 @ 82.00	01-160-000-58999	164.00
VANS	VANS FIRE & SAFETY, INC	FIRE EXTINGR INSPCT/CITY HALL	01-160-000-55300	427.01
WARNER	WARNER-WEXEL WHOLESALE &	CLEANING SUPPLIES	01-160-000-51850	69.01
WARNER		PAPER PRODUCTS	01-160-000-55300	83.01
WARNER		VACUUM BAGS	01-160-000-51850	17.04
WARNER		DRAIN OPENER	01-160-000-55300	6.04
		TOTAL		3,808.87
		TOTAL CITY HALL		3,808.87
INSURANCE				
MCCLONE	MCCLONE AGENCY, INC	12/19 GEN LIAB	01-165-000-56400	3,253.00
MCCLONE		12/19 POLICE LIAB	01-165-000-57150	1,289.00
MCCLONE		12/19 PUBLIC OFFICIAL	01-165-000-57400	1,235.00
MCCLONE		12/19 AUTO LIAB	01-165-000-55200	1,908.00
MCCLONE		12/19 AUTO PHY DAMAGE	01-165-000-55200	1,887.00
		TOTAL		9,572.00
		TOTAL INSURANCE		9,572.00

DATE: 11/12/2019
TIME: 14:31:34
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 11/19/2019

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
GENERAL EXPENDITURES				
04696	DOOR COUNTY TREASURER	10/19 CITY HALL PHONE SVC	01-199-000-58200	122.67
04696		10/19 FIRE PHONE SVC	01-199-000-58200	43.99
04696		10/19 MUN SVC PHONE SVC	01-199-000-58200	31.84
04696		10/19 POLICE PHONE SVC	01-199-000-58200	60.61
08167	GANNETT WISCONSIN NEWSPAPERS	2020 BUDGET PUBLICATION	01-199-000-57450	440.92
08167		PUBLIC HIRING NOTICE WS SCHOOL	01-199-000-57450	36.49
08167		ORDINANCE 1364-0919 PUB	01-199-000-57450	214.72
08167		FINAL RESOLUTION PUB	01-199-000-57450	54.27
GERBER	GERBER LEISURE PRODUCTS, INC	1 6' CAST ALUM BENCH	01-199-000-51525	920.00
GERBER		SHIPPING	01-199-000-51525	182.00
TOTAL				2,107.51
TOTAL GENERAL EXPENDITURES				2,107.51
POLICE DEPARTMENT				
04150	DEJARDIN CLEANERS LLC	UNIFORM CLEANING/BRINKMAN	01-200-000-56800	12.85
STAPLES	WISCONSIN DOCUMENT IMAGING LLC	4859 BLACK COPIES	01-200-000-51600	65.11
STAPLES		867 COLOR COPIES	01-200-000-51600	34.68
US BANK	US BANK EQUIPMENT FINANCE	RICOH COPIER (45 OF 48)	01-200-000-55650	167.00
US BANK		PROPERTY DAMAGE SURCHARGE	01-200-000-55650	27.02
TOTAL				306.66
TOTAL POLICE DEPARTMENT				306.66
POLICE DEPARTMENT/PATROL				
06650	GALLS, AN ARAMARK COMPANY	UNIFORM PANTS/JENNERJOHN	01-215-000-52900	66.37
16737	PORTSIDE BUILDERS INC	PD ENTRY MODIFY/PLANS-SPECS	01-215-000-58999	500.00
19880	STURGEON BAY UTILITIES	SUNSET PRK BOAT LAUNCH	01-215-000-56150	10.60
19880		110 S NEENAH AVE CAMERA	01-215-000-56150	10.40
19880		SHORECREST RD CAMERA	01-215-000-56150	8.24
21450	THE UNIFORM SHOPPE	UNIFORM SHIRTS/BRANDT	01-215-000-52900	186.85
DORNER R	ROXANNE MIELKE	LODGING/DARE TRNING/R MIELKE	01-215-000-55600	246.00
TOTAL				1,028.46
TOTAL POLICE DEPARTMENT/PATROL				1,028.46
POLICE DEPT. / INVESTIGATIONS				
ACCURINT	LEXISNEXIS RISK SOLUTIONS	10/19 CONTRACT FEES	01-225-000-57950	105.00
TOTAL				105.00
TOTAL POLICE DEPT. / INVESTIGATIONS				105.00
FIRE DEPARTMENT				
04575	DOOR COUNTY HARDWARE	FLUOR BULB	01-250-000-54999	9.99

INVOICES DUE ON/BEFORE 11/19/2019

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
04575		BALL VALVE	01-250-000-54999	18.99
04575		FASTENERS	01-250-000-54999	5.64
04575		FLAG/CLEANERS	01-250-000-54999	47.96
04575		MARINE SEALANT	01-250-000-54999	15.99
06650	GALLS, AN ARAMARK COMPANY	UNIFORM	01-250-000-52900	122.50
14875	NWTC GREEN BAY	STATE TEST/SAVENKO	01-250-000-55600	80.00
16570	PIONEER FIRE COMPANY	UNIFORMS	01-250-000-52900	714.80
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		421 MICHIGAN ST/TRUCK FILL	01-250-000-56675	41.00
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 CONSC 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		WEST SIDE WARMING HOUSE	01-250-000-56675	6.22
19880		WEST SIDE FIRE STATION	01-250-000-56675	49.73
19880		WEST SIDE FIRE STATION	01-250-000-56150	100.31
19880		WEST SIDE FIRE STATION	01-250-000-58650	81.57
19880		S NEENAH AVE PAVILLION	01-250-000-56675	6.22
19880		S NEENAH AVE RESTROOM	01-250-000-56675	31.08
19880		JAYCEE BALLFLD STAND	01-250-000-56675	15.54
19880		GIRLS LITTLE LEAGUE	01-250-000-56675	49.73
19880		N 14TH AVE WARNING SIREN	01-250-000-56150	8.24
19880		DIVISION RD FIRE TRAIN SITE	01-250-000-56675	6.22
19880		DIVISION RD FIRE TRAIN SITE	01-250-000-56150	8.61
19880		QUINCY ST BALLFLD	01-250-000-56675	49.73
19880		PENNSYLVANIA ST DOCK	01-250-000-56675	15.54
19880		1018 GREEN BAY RD SIREN	01-250-000-56150	15.74
19880		1ST AVE EAST SIDE DOCK	01-250-000-56675	6.22
19880		COVE RD/CANAL RD SIREN	01-250-000-56150	14.27
19880		1ST AVE MARINA/RESTROOM	01-250-000-56675	49.73
19880		KENTUCKY ST CITY PKG RAMP	01-250-000-56675	6.22
19880		48 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		CLAY BANKS RD SIREN	01-250-000-56150	15.40
BREATH	SUB-AQUATICS, INC	SCBA COMPRESSOR MAINTENANCE	01-250-000-56250	520.69
PAULCONW	PAUL CONWAY SHIELDS	WEDGE	01-250-000-52900	33.00
PAULCONW		SCBA PARTS	01-250-000-51350	28.50
PREVEA	PREVEA HEALTH WORKMED	RESPIRATORY CLEARANCE-6	01-250-000-57100	180.00
SOUKUP	RICHARD SOUKUP	UNIFORM EQUIP REIMB/SOUKUP	01-250-000-52900	80.08
TOTAL				2,851.57
TOTAL FIRE DEPARTMENT				2,851.57
STORM SEWERS				
10750	PREMIER CONCRETE INC	2 YD CONCRETE @ 113.00	01-300-000-51150	226.00
10750		LIGHT LOAD CHARGE	01-300-000-51150	60.00

DATE: 11/12/2019
TIME: 14:31:34
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 11/19/2019

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
10750		UNLOADING CHARGE	01-300-000-51150	2.00
		TOTAL		288.00
		TOTAL STORM SEWERS		288.00
COMPOST/SOLID WASTE SITE				
04696	DOOR COUNTY TREASURER	SIGN MAKING	01-320-000-51400	81.97
19880	STURGEON BAY UTILITIES	DIVISION RD COMPOST SITE	01-320-000-56150	17.66
		TOTAL		99.63
		TOTAL COMPOST/SOLID WASTE SITE		99.63
STREET SWEEPING				
19880	STURGEON BAY UTILITIES	SWEEPER WATER USAGE 6,600 GAL	01-330-000-53050	18.15
		TOTAL		18.15
		TOTAL STREET SWEEPING		18.15
ROADWAYS/STREETS				
14826	NORTHEAST ASPHALT, INC.	10.58 TNS HOT MIX @ 65.25	01-400-000-52200	690.35
		TOTAL		690.35
		TOTAL ROADWAYS/STREETS		690.35
CURB/GUTTER/SIDEWALK				
04575	DOOR COUNTY HARDWARE	CONCRETE MIX	01-440-000-51200	37.95
10750	PREMIER CONCRETE INC	1 YD CONCRETE	01-440-000-51200	117.00
10750		3.5 YDS CONCRETE	01-440-000-51200	346.50
12100	LAMPERT YARDS INC	LUMBER	01-440-000-54999	23.37
		TOTAL		524.82
		TOTAL CURB/GUTTER/SIDEWALK		524.82
STREET MACHINERY				
04545	DOOR COUNTY COOPERATIVE/NAPA	BLOWER MOTOR/DUMP TRK	01-450-000-53000	38.72
04545		GLASS CLEANER	01-450-000-52150	21.89
04575	DOOR COUNTY HARDWARE	SPRAY PAINT	01-450-000-52150	14.97
04575		RAIN X WASH	01-450-000-52150	4.99
04575		SPONGE/WIPING CLOTHS	01-450-000-52150	18.78
04575		MENDER	01-450-000-52150	2.59
04575		ROPE	01-450-000-52150	9.99

INVOICES DUE ON/BEFORE 11/19/2019

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
04575		ROPE	01-450-000-52150	9.99
PACKER	PACKER CITY TRUCKS, INC	BRAKES/TRCK 30	01-450-000-53000	65.97
TRACTOR	TRACTOR SUPPLY CREDIT PLAN	LEAF VAC SUPPLIES	01-450-000-52150	14.99
TRACTOR		NOZZLES	01-450-000-53000	9.99
TOTAL				212.87
TOTAL STREET MACHINERY				212.87
CITY GARAGE				
04575	DOOR COUNTY HARDWARE	BRASS HOSE CAP	01-460-000-55300	6.59
04575		SPRINGS/QUICK LINKS	01-460-000-55300	59.16
19880	STURGEON BAY UTILITIES	SALT SHED	01-460-000-56150	8.24
19880		CITY GARAGE	01-460-000-56150	688.97
19880		CITY GARAGE	01-460-000-58650	87.69
19959	SUPERIOR CHEMICAL CORP	1 CASE HND SOAP	01-460-000-54999	127.26
19959		GLASS CLEANER 6 @ 6.51	01-460-000-54999	39.06
19959		SHIPPING	01-460-000-54999	18.22
AMERWELD	AMERICAN WELDING & GAS, INC	MONTHLY TANK RENTAL	01-460-000-58999	141.71
APPLY MS	APPLIED MSS	WORK LIGHT	01-460-000-54999	100.00
APPLY MS		DUST MASK	01-460-000-54999	8.99
APPLY MS		5/8 X 2.5" BOLTS	01-460-000-54999	66.00
APPLY MS		5/8 X 3.0" BOLTS	01-460-000-54999	54.71
APPLY MS		5/8 X 3.5" BOLTS	01-460-000-54999	49.23
APPLY MS		SHIPPING	01-460-000-54999	35.00
VANS	VANS FIRE & SAFETY, INC	ANNL FIRE EXTNGSHR INSPCTIONS	01-460-000-58999	832.05
VIKING	VIKING ELECTRIC SUPPLY, INC	2 LIGHT BULBS @ 14.73	01-460-000-55300	29.46
VIKING		30 FLD TUBES @ 2.61	01-460-000-54999	78.30
TOTAL				2,430.64
TOTAL CITY GARAGE				2,430.64
HIGHWAYS - GENERAL				
19880	STURGEON BAY UTILITIES	808 S DULUTH AVE	01-499-000-58000	9.00
19880		EGG HRBR RD TRFF LITE	01-499-000-58000	21.06
19880		N 14TH AVE/EGG HRBR RD TFC LIT	01-499-000-58000	24.17
19880		2 TRFC WARNING LGHTS	01-499-000-58000	5.50
19880		MADISON AVE TRFC LIGHTS	01-499-000-58000	121.36
19880		342 ORNAMENTAL ST LIGHTS	01-499-000-58000	4,602.96
19880		587 OVERHEAD ST LIGHTS	01-499-000-58000	6,773.77
19880		S LANSING & W WALNUT SIGN	01-499-000-58000	7.50
19880		1ST AVE EAST SIDE DOCK	01-499-000-58000	34.17
19880		OLD HWY RD SIGN	01-499-000-58000	8.99
19968	LOUIS SURFUS	SAFTEY BOOT REIMB/SURFUS	01-499-000-56800	210.99
DELCHAMB	TOM DELCHAMBRE	SAFETY CLOTHING /DELCHAMBRE	01-499-000-56800	81.84
TOTAL				11,901.31
TOTAL HIGHWAYS - GENERAL				11,901.31

INVOICES DUE ON/BEFORE 11/19/2019

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
PARK & RECREATION ADMIN				
23200	WDOR	8 FARM MARKET ADS	01-500-000-52250	96.00
CASE COM	CASE COMMUNICATIONS	9 FARM MARKET ADS	01-500-000-52250	79.60
TOTAL				175.60
TOTAL PARK & RECREATION ADMIN				175.60
PARKS AND PLAYGROUNDS				
04545	DOOR COUNTY COOPERATIVE/NAPA	TRAILER WIRE	01-510-000-58600	15.49
04575	DOOR COUNTY HARDWARE	HEDGE SHEAR/CAGE TRAP	01-510-000-51850	138.97
04575		SHOVEL	01-510-000-51350	19.98
04575		FASTENERS	01-510-000-56250	26.99
04575		HANDLE	01-510-000-56250	9.99
04575		COMPACT DRILL	01-510-000-56250	119.99
04575		DRILL BIT/HOOKS	01-510-000-51350	17.54
04575		TORPEDO LEVELS	01-510-000-51350	23.58
04575		FASTENERS	01-510-000-56250	23.92
04696	DOOR COUNTY TREASURER	PRINTER	01-510-000-54999	385.04
19880	STURGEON BAY UTILITIES	MARTIN PARK	01-510-000-56150	13.99
19880		MARTIN PARK RESTROOM	01-510-000-58650	21.54
19880		MEM FLD WARMING HOUSE	01-510-000-56150	117.97
19880		MEM FLD WARMING HOUSE	01-510-000-58650	208.70
19880		GARLAND PARK	01-510-000-56150	9.28
19880		GARLAND PARK	01-510-000-58650	18.52
19880		SUNSET CONSC CNTR	01-510-000-56150	29.25
19880		SUNSET CONSC CNTR	01-510-000-58650	52.16
19880		FRANK GRASSE MEM SHELTER	01-510-000-56150	58.29
19880		FRANK GRASSE MEM SHELTER	01-510-000-58650	44.69
19880		OTUMBA PARK	01-510-000-56150	30.12
19880		OTUMBA PARK	01-510-000-58650	21.54
19880		WEST SIDE WARMING HOUSE	01-510-000-56150	38.25
19880		WEST SIDE WARMING HOUSE	01-510-000-58650	52.54
19880		JAYCEE BALLFLD STAND	01-510-000-56150	18.52
19880		JAYCEE BALLFLD STAND	01-510-000-58650	24.28
19880		MICHIGAN ST FLAG LIGHT	01-510-000-56150	26.32
19880		MEM FLD PKG LOT	01-510-000-56150	9.28
19880		WEST SIDE BALLFLD LTS	01-510-000-58650	49.08
19880		MEM FLD COMPLEX	01-510-000-56150	459.31
19880		GIRLS LITTLE LEAGUE	01-510-000-58650	51.40
19880		W JUNIPER ST OTUMBA WLKWAY	01-510-000-56150	12.85
19880		QUINCY ST BALLFLD	01-510-000-58650	27.00
19880		FLORIDA/SUNSET PARK	01-510-000-56150	13.79
19880		SIGN SHED	01-510-000-56150	13.34
19880		SIGN SHED	01-510-000-58650	19.27
19880		CHERRY BLOSSOM PARK	01-510-000-56150	21.72
19880		CHERRY BLOSSOM PARK	01-510-000-58650	27.30
HESLER	DARREN HESLER	SAFETY BOOT REIMB/HESLER	01-510-000-56800	94.94
JBTREE	J & B TREE SERVICE,LLC	CUT DOWN 1 ASH TREE	01-510-000-58450	300.00
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	AIR BAG SENSOR REPLACE-LABOR	01-510-000-53000	168.00
JIM FORD		AIR BAG SENSOR REPLACE-PARTS	01-510-000-53000	268.21
JIM FORD		AIR BAG SENSOR REPLACE-SUPPLS	01-510-000-53000	8.40
SEPTIC	SEPTIC MAINTENANCE OF DOOR CTY	OTUMBA PRK SEWAGE LINE CLEAN	01-510-000-58999	287.50
WARNER	WARNER-WEXEL WHOLESALE &	DISPENSERS	01-510-000-51850	394.62
WILLEMS	WILLEMS LANDSCAPE SERVICE	20 YD MULCH	01-510-000-51750	700.00

INVOICES DUE ON/BEFORE 11/19/2019

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
WILLEMS		DELIVERY	01-510-000-51750	175.00
WILLEMS		20 YRD MULCH	01-510-000-51750	700.00
WILLEMS		DELIVERY	01-510-000-51750	175.00
TOTAL				5,543.46
TOTAL PARKS AND PLAYGROUNDS				5,543.46
BALLFIELDS				
HORST	HORST DISTRIBUTING	RAPID DRY 20 @ 10.95	01-520-000-54999	219.00
HORST		PRO CHOICE RED 22 @ 10.95	01-520-000-54999	240.90
HORST		EASYMOUND CLAY 7 @ 14.65	01-520-000-54999	102.55
HORST		WHITE CHALK 7 @7.50	01-520-000-54999	52.50
TOTAL				614.95
TOTAL BALLFIELDS				614.95
MUNICIPAL DOCKS				
04575	DOOR COUNTY HARDWARE	CATCH/RELEASE SKUNK TRAP	01-550-000-51850	64.99
04575		CONNCTRS/CLIP/TUBING/PUMP KIT	01-550-000-51850	41.36
19880	STURGEON BAY UTILITIES	S NEENAH AVE PAVILLION	01-550-000-56150	42.93
19880		S NEENAH AVE PAVILLION	01-550-000-58650	21.54
19880		S NEENAH AVE RESTROOM	01-550-000-56150	118.76
19880		S NEENAH AVE RESTROOM	01-550-000-58650	113.96
19880		NEENAH AVE PKG LOT LIGHTS	01-550-000-56150	225.39
SCUBADOO	SCUBA DOO	REMOVE NAV BUOYS	01-550-000-55350	750.00
SCUBADOO		REMOVE DANGER BUOYS	01-550-000-55350	850.00
SCUBADOO		REPLACE 2 ICE BUOYS	01-550-000-55350	201.06
TOTAL				2,429.99
TOTAL MUNICIPAL DOCKS				2,429.99
WATER WEED MANAGEMENT				
04575	DOOR COUNTY HARDWARE	STRAP	01-560-000-51400	14.34
04575		PADLOCK	01-560-000-51400	24.99
04575		SPRING RAKE	01-560-000-51400	59.94
04575		TUBE	01-560-000-51400	13.47
04575		FUNNEL	01-560-000-51400	4.59
04575		SPRING RAKE	01-560-000-51400	59.94
04575		RV ANTI FREEZE	01-560-000-52050	12.00
TRACTOR	TRACTOR SUPPLY CREDIT PLAN	TARP	01-560-000-51400	56.99
TRACTOR		JACK	01-560-000-51400	99.98
TRACTOR		CREDIT HITCH PIN	01-560-000-51400	-9.98
TOTAL				336.26
TOTAL WATER WEED MANAGEMENT				336.26

INVOICES DUE ON/BEFORE 11/19/2019

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
WATERFRONT PARKS & WALKWAYS				
19880	STURGEON BAY UTILITIES	DC MUSEUM WLKwy	01-570-000-56150	14.08
19880		DC MUSEUM PKG LOT	01-570-000-56150	130.32
19880		JUNIPER ST WALKwy LTS	01-570-000-56150	74.07
19880		W JUNIPER ST PRKING LOT	01-570-000-56150	48.91
19880		MADISON AVE SPRINKLER	01-570-000-58650	15.54
19880		PENNSYLVANIA ST DOCK	01-570-000-58650	11.40
19880		KENTUCKY ST WTRFRNT	01-570-000-56150	84.34
19880		1ST AVE MARINA/RESTROOM	01-570-000-56150	153.34
19880		1ST AVE MARINA RESTROOM	01-570-000-58650	67.28
19880		KENTUCKY ST CITY PKG RAMP	01-570-000-56150	232.43
19880		48 KENTUCKY ST DOCK	01-570-000-58650	11.40
19880		KENTUCKY ST CITY MARINA	01-570-000-58650	30.30
TOTAL				873.41
TOTAL WATERFRONT PARKS & WALKWAYS				873.41
COMMUNITY & ECONOMIC DEVLPMT				
01510	AMERICAN PLANNING ASSOC	APA MEMBERSHIP	01-900-000-56000	336.00
01510		WI CHAPTER	01-900-000-56000	67.00
01510		AICP MEMBERSHIP	01-900-000-56000	155.00
TOTAL				558.00
TOTAL COMMUNITY & ECONOMIC DEVLPMT				558.00
TOTAL GENERAL FUND				87,033.60
CAPITAL FUND				
CITY HALL				
EXPENSE				
JANDRIN	JANDRIN REFRIGERATION	ICE MACHINE REPLACEMENT	10-160-000-59999	4,000.00
TOTAL EXPENSE				4,000.00
TOTAL CITY HALL				4,000.00
STORM SEWERS				
EXPENSE				
FERGUSON	FERGUSON WATERWORKS #1476	CLEAN OUT CASTING	10-300-000-59115	231.33
TOTAL EXPENSE				231.33
TOTAL STORM SEWERS				231.33
ROADWAYS/STREETS				
LEAD LATERAL				
ABSOLUTE	ABSOLUTE WATER PUMPS	AMT GORMAN RUPP TRAILERED PUMP	10-400-000-59070	9,260.00
ABSOLUTE		CAM & GROOVE ADAPTER	10-400-000-59070	126.00
ABSOLUTE		3 DISCHARGE HOSES @ 467	10-400-000-59070	1,401.00
ABSOLUTE		2 SUCTION HOSES @ 547	10-400-000-59070	1,094.00

DATE: 11/12/2019
TIME: 14:31:34
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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 10

INVOICES DUE ON/BEFORE 11/19/2019

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAPITAL FUND				
LEAD LATERAL				
LEAD LATERAL				
ABSOLUTE		MUNICIPAL DISCOUNT	10-400-000-59070	-275.00
TOTAL LEAD LATERAL				11,606.00
TOTAL ROADWAYS/STREETS				11,606.00
PARKS AND PLAYGROUNDS				
EXPENSE				
SALZ	SALZSIEDER LANDSCAPE & NURSERY	3 FLOWERING CRAB TREES @ 185	10-510-000-59025	555.00
TOTAL EXPENSE				555.00
TOTAL PARKS AND PLAYGROUNDS				555.00
COMMUNITY & ECONOMIC DEVLPMT				
VANDEW	VANDEWALLE & ASSOCIATES, INC	COMP PLAN SVC THRU 10.18.19	10-900-000-59999	15,413.43
TOTAL				15,413.43
TOTAL COMMUNITY & ECONOMIC DEVLPMT				15,413.43
TOTAL CAPITAL FUND				31,805.76
CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
02975	CAMERA CORNER	VEB DVDS	21-000-000-58999	113.94
02975		SHIPPING	21-000-000-58999	21.17
03159	CHARTER COMMUNICATIONS	10/19 CB MUSIC SVC	21-000-000-58999	68.04
TOTAL CABLE TV / GENERAL				203.15
TOTAL CABLE TV / GENERAL				203.15
TOTAL CABLE TV				203.15
TID #4 DISTRICT				
TID #4 DISTRICT				
TID #4 DISTRICT				
03950	DAVIS KUELTHAU	09/19 GRANARY MATTERS	28-340-000-55001	1,506.92
CEDARCO	CEDAR CORPORATION	FESTIVAL WTRFRNT PROJECT	28-340-000-58999	3,165.16
TOTAL TID #4 DISTRICT				4,672.08
TOTAL TID #4 DISTRICT				4,672.08
TOTAL TID #4 DISTRICT				4,672.08
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				

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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 11/19/2019

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
04603	HALRON LUBRICANTS INC	USE OIL PICKUP 150G	60-000-000-52050	22.50
20725	T R COCHART TIRE CENTER	TIRE CHANGE	60-000-000-52850	100.00
JX ENT	JX ENTERPRISES, INC.	CREDIT	60-000-000-53000	-41.99
JX ENT		AIR FILTER	60-000-000-53000	87.26
TOTAL SOLID WASTE ENTERPRISE FUND				167.77
TOTAL SOLID WASTE ENTERPRISE FUND				167.77
TOTAL SOLID WASTE ENTERPRISE				167.77
TOTAL ALL FUNDS				123,882.36

MANUAL CHECKS

DELTA DENTAL	\$6,001.32
11/01/19	
Check # 85986	
November Dental Insurance	
Various Departmental Accounts	
 NETWORK HEALTH	 \$83,641.38
11/01/19	
Check # 85986	
November Health Insurance	
Various Departmental Accounts	
 BAY TITLE & ABSTRACT	 \$123,405.66
11/06/19	
Check # 85989	
City purchase- 212 Locust Street	
10-199-000-59080	
 AT&T MOBILITY	 \$1,251.72
11/06/19	
Check #86073	
Police Department Cellphones New Service	
01-215-000-58250	
 TOTAL MANUAL CHECKS	 \$214,300.08

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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 11/19/2019

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

SUMMARY OF FUNDS:				
GENERAL FUND		87,033.60	301,333.68	
CAPITAL FUND		31,805.76		
CABLE TV		203.15		
TID #4 DISTRICT		4,672.08		
SOLID WASTE ENTERPRISE		167.77		
TOTAL --- ALL FUNDS		123,882.36	338,182.44	

Heidi Bacon 11/22/2019
STH Wronskunas 11/22/2019

SPECIAL COMMON COUNCIL
November 4, 2019

A special meeting of the Common Council was called to order at 6:00 p.m. by Mayor Ward. Pledge of Allegiance was recited. Roll call: Hayes, Williams, Avenson, Nault, Wiederanders and Reeths were present. Bacon was excused.

Nault/Avenson to adopt agenda. Carried.

The public hearing was opened at 6:01 p.m. and was declared closed at 6:02 p.m.

City Administrator VanLieshout reviewed the 2020 budget and explained that a few adjustments will need to be made prior to adopting budget resolution in order for the City to qualify for payments under the State of Wisconsin expenditure restraint program.

Williams/Reeths to decrease the General Fund Contingency line item by \$46,500 and offset the decrease to contingency by decreasing the appropriated general fund balance by \$46,500. Carried.

Finance Director/City Treasurer Clarizio provided estimated information on TID budgets. Williams/Nault to update the TID #1, TID #2, TID #3, TID #4 2020 budgeted tax increment numbers and transfers as follows:

	Previous Tax Increment Estimate	Revised Estimate	Difference
TID #1	\$ 818,185.33	\$ 816,778.28	(\$1,407.05)
TID #2 Original Area	\$1,117,178.55	\$1,114,879.73	(\$2,298.82)
TID #2 Amended Area	\$ 219,567.08	\$ 219,567.08	\$ 0.00
TID #3	\$ 48,382.43	\$ 48,299.22	(\$ 83.21)
TID #4	\$ 130,652.24	\$ 130,427.56	(\$ 224.68)

	Previous Transfer Estimate	Revised Estimate	Difference
TID #1 to TID #2	\$ 818,185.33	\$ 816,778.28	(\$1,407.05)
TID #4 / Bay Lofts	\$ 102,160.00	\$ 102,160.00	\$ 0.00

Carried.

Finance Director/City Treasurer Clarizio explained 2020 Capital budget adjustments. Reeths/Wiederanders to remove list of items (chairs for the Council Chambers, Fire Department hoses, Water Pump, Tool Box, ice rink flooding hoses, picnic tables for Graham Park) from the proposed 2020 Capital Budget and purchase them in 2019 using capital surplus. Thereby, reducing the proposed capital fund levy in the amount of \$741,220 to \$706,620. Carried.

RESOLUTION

WHEREAS, the Common Council is appropriating the necessary funds for the operation of the government of the City of Sturgeon Bay for the year 2020, and;

WHEREAS, the Common Council is adopting the 2020 Budget.

NOW, THEREFORE, BE IT RESOLVED, there is hereby levied a tax of \$7,048,988 on all taxable property within the City of Sturgeon Bay.

Williams/Hayes to adopt resolution. Carried.

Wiederanders/Avenson to adjourn. Carried. Meeting adjourned at 6.16 p.m.

Respectfully submitted,

A handwritten signature in blue ink that reads "Laurie A. Spittlemeister". The signature is written in a cursive, flowing style.

Laurie A. Spittlemeister
Deputy Clerk/Treasurer

COMMON COUNCIL
November 5, 2019

A regular meeting of the Common Council was called to order at 7:00 pm by Mayor Ward. The Pledge of Allegiance was recited. Roll call: Hayes, Williams, Avenson, Nault, Wiederanders and Reeths were present. Bacon was excused.

Avenson/Williams to adopt agenda moving item 8g off of the consent agenda. Carried.

The following people spoke during public comment: Beth Renstrom, 34 Bluebird Drive; Bryan Wodack, 5907 Cedar Creek Place; Carl Bridenhagen, 1028 West Maple St; Shawn Fairchild, 311 Pennsylvania; Andy Hanks, 616 S. Neenah Ave; Scott Moore, 947 Pennsylvania; Laurel Hauser, 746 Kentucky St; John Hauser, 746 Kentucky St; Jim Schuessler, 500 N 9th Ct.

Pam Seiler, Executive Director of the Sturgeon Bay Visitor Center, and Mike Haug, Avia Design Group, presented the Way Finding Signage objectives. The presentation included establishing the objective of showcasing Sturgeon Bay as a vital part of Door County, attracting more visitors, the program goals, reviewed gateways, vehicular guides, pedestrian guides, identified signage, and reviewed next steps for wayfinding signage process. Council members had their questions answered.

Williams/Wiederanders to approve following bills: General Fund - \$130,529.10, Capital Fund - \$72,830.87, Cable TV - \$5,101.67, TID #2 - \$1,900.00, TID #4 - \$7,566.05 and Solid Waste Enterprise Fund - \$18,411.39 for a grand total of \$236,339.08. Roll call: All voted aye. Carried.

RECOMMENDATION

We, the Joint Park & Recreation Committee/Board, hereby recommend the concept plan from SBVC and Sterling Landscaping, and to approve the process to go ahead and make improvements to Graham Park.

PARK & RECREATION COMMITTEE/BOARD

By: David Hayes, Chr.

Hayes/Reeths to adopt. Pam Seiler, Executive Director of SBVC, summarized the plans and donations for the project. Carried.

Nault/Williams to approve consent agenda:

- a. Approval of 10/14/19 special and 10/15/19 regular Common Council minutes.
- b. Approval of the following minutes:
 - (1) Finance/Purchasing & Building Committee – 10/8/19
 - (2) Community Protection & Services Committee – 10/9/19
 - (3) Cable Communication System Advisory Council – 10/9/19
 - (4) City Plan Commission – 10/16/19
 - (5) Personnel Committee – 10/22/19
 - (6) Industrial Park Development Review Team – 10/22/19
 - (7) Joint Park & Recreation Committee/Board – 10/23/19
- c. Place the following reports on file:
 - (1) Fire Department Report – September 2019
 - (2) Bank Reconciliation – September 2019
 - (3) Revenue & Expense Report – September 2019
- d. Consideration of: Approval of Beverage Operator licenses.
- e. Finance/Purchasing & Building Committee recommendation re: Award contract to Sounder Farmer Production, in the amount of \$29,000 to manage the 2020 Harmony by the Bay Summer Concert series.
- f. Community Protection & Services Committee recommendation re: Approve the amendment to National Fire Protection Association (NFPA) ordinance 6.15 where the first

line reads National Fire Protection Association Code 1 is hereby adopted in its entirety and incorporated into this chapter by reference, including all amendments thereto.

- g. ~~Joint Park & Recreation Committee/Board recommendation re: Concept plan for SBVC and Sterling Landscape, and to approve the process to go ahead and make improvements to Graham Park. Moved to regular agenda.~~

Carried.

There were no mayoral appointments.

A public hearing re: Zoning text amendment to Section 20.31(4)(b) of the Municipal Code was opened at 8:20 pm and declared closed at 8:21 p.m. No one spoke during the public hearing.

RECOMMENDATION

We, the City Plan Commission, hereby recommend to repeal and recreate section 20.31(4)(b) of the Municipal Code (Zoning Code) regarding surfacing of parking lots and access driveways as follows:

- (4) *Design.* All parking spaces and access driveways shall meet the following requirements:

(b) *Surfacing.*

1. ~~Except for parking spaces and access driveways which serve single-family or two-family dwellings~~ Unless exempted, all parking spaces and access driveways shall be paved or otherwise surfaced with an all-weather surface within 12 months after occupancy. ~~Any heavy equipment vehicular storage areas (such as those associated with truck terminals and contractor's garages) which are not open to the general public need not be paved, although said areas must be maintained in a durable and dustless condition. Any access driveway from a public street to such storage areas shall be paved with asphaltic, bituminous, or concrete surfacing.~~ Acceptable surfacing materials shall include asphalt, concrete, brick, pavers or other permeable pavement approved by the City Engineer. The surface shall be capable of carrying a wheel load of 4,000 pounds.
2. The following shall be exempt from the surfacing requirement:
 - a. Parking spaces and access driveways which serve single-family or two-family dwellings.
 - b. Any heavy equipment vehicular storage areas (such as those associated with truck terminals and contractor's garages) which are not open to the general public need not be paved, although said areas must be maintained in a durable and dustless condition. Any access driveway from a public street to such storage areas shall be paved with asphaltic, bituminous, or concrete surfacing.
 - c. Parking lots and access driveways serving seasonal uses which operate no more than 180 consecutive days out of a calendar year shall be allowed to surface the parking area with compact stone or gravel. The site must be maintained in a durable and dustless condition. Access driveways shall extend a concrete apron five feet past any sidewalk or curbing improvements.

CITY PLAN COMMISSION
By: Mayor David Ward, Chr.

Avenson/Hayes to adopt. Carried.

RECOMMENDATION

We, the Joint Park & Recreation Committee/Board, hereby recommend to identify Cherry Blossom Park as a dog free park.

PARK & RECREATION COMMITTEE/BOARD

By: David Hayes, Chr.

Hayes/Nault to adopt. Avenson/Reeths to amend the motion to add "for a two year period." Vote taken on the amendment. Carried. Vote taken on the original motion as amended. Carried.

RECOMMENDATION

We, the City Plan Commission, hereby recommend to approve the combined preliminary/final Planned Unit Development (PUD) for 40 housing units, including converting the former West Side School, located at 17 W. Pine Street and a new addition extending into the West Side Field property at 37 W. Redwood Street with the following conditions:

1. The underlying zoning district shall be R-4 (Multiple-Family Residential).
2. Installation of a water lateral stub running south from Redwood Street along the west edge of the property and creation of a 15-ft utility easement.
3. Installation of a sanitary lateral stub running south from the end of the main at the southeast corner of the site and creation of a 15-ft utility easement.
4. Relocation of the proposed fire hydrant out of the parking island and into the end of the W. Redwood Street right-of-way.
5. Provide easements for any portion of public water main or sanitary sewer main located outside of the public right-of-way.
6. Compliance with the street tree requirements of s. 8.07(10) of the municipal code, but the location of required street trees may be located outside of the street right-of-way, if approved by the City Forester.
7. Adjust the location of the monument sign to comply with the vision clearance requirements of the sign code.
8. Final approval by the Aesthetic Design and Site Plan Review Board.
9. Final approval of the stormwater management plan by the City Engineer.
10. A development agreement be entered into between the City and developer that addresses the sale of the property/softball field, utilities/easement issues, maintenance of the driveway within Redwood Street, maintenance of the retaining wall along Madison Ave, and other matters pertinent to the development project.

CITY PLAN COMMISSION

By: David Ward, Chr.

Hayes/Wiederanders to adopt. Discussion took place regarding affordable housing, the process of a development agreement, that PUD approval is a zoning approval only at this time, that the conditions are a part of the recommendation, number of apartments, the value of the ballfield, the replacement of the ballfield, and that the PUD zoning is specific to the developer with a two year time frame. Roll call vote: Hayes, Williams, and Wiederanders voted aye. Avenson, Nault, and Reeths voted no. Tie vote. Mayor voted aye. Carried.

Hayes/Wiederanders to read in title only the first reading of the ordinance re: rezone from Single Family Residential (R-2) to Planned Unit Development (PUD) for property known as West Side School/West Side Field Roll call vote: Hayes, Williams, and Wiederanders voted aye. Avenson, Nault, and Reeths voted no. Tie vote. Mayor voted aye. Carried.

Hayes and Avenson presented a request to submit a letter to Judge Huber requesting lifting the injunction placed on lots 92 and 100 during the Friends of Sturgeon Bay Public waterfront vs. the

City of Sturgeon Bay court case. Avenson/Hayes to submit a letter to Judge Huber requesting that he lift the injunction place on 92/100 Maple Street. City Attorney Kalny reviewed the history of the lawsuits surrounding Lots 92 and 100. He noted that this action should be accomplished by motion rather than by letter. Avenson and Hayes withdrew their motion. Avenson/Hayes to direct the City Attorney to take all necessary actions to file motion to amend/modify the judgement/injunction against Lot 92. Carried.

The following items were requested for future agendas: (Reeths) – Park & Recreation – Cherry Blossom Park special needs/handicap accessible park; (Avenson) Common Council – Disbanding the West Waterfront Ad Hoc Committee; (Williams) – Common Council – School Safety presentation; (Hayes) – Common Council – Consideration of: Adopt resolution to participate in Green Tier Legacy program.

City Plan Commission Chair Ward and Park & Recreation Committee Chair Hayes presented reports for their respective committees/commissions.

The City Administrator gave his report.

The Mayor gave his report.

After Mayor Ward announced the statutory basis, Bacon/Nault to convene in closed session in accordance with the following exemptions: Conferring with legal counsel for governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. Wis. Stats. 19.85(1)(g). Consideration of: Settlement agreement with Wal-Mart Business Trust. Avenson/Williams to convene in closed session. Carried. The Council moved to closed session at 9:15 p.m. and the meeting adjourned at 9:49 p.m.

Respectfully submitted,

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

Stephanie L. Reinhardt
City Clerk/HR Director

AESTHETIC DESIGN & SITE PLAN REVIEW BOARD

Monday, October 7, 2019

The Aesthetic Design & Site Plan Review Board meeting was called to order on at 6:00 p.m. by Chairman Mark Lake in the Council Chambers, City Hall, 421 Michigan Street.

Roll call: Members Mark Lake, Dave Augustson, Mark Struck, Dennis Statz, Cheryl Frank and Cindy Weber were present. Jon Burk was excused. Also present were Community Development Director Marty Olejniczak, Planner & Zoning Administrator Chris Sullivan-Robinson, and Assessing Dept. Clerk Peggy Tong.

Adoption of agenda: Motion to adopt agenda by Ms. Weber, seconded by Mr. Augustson.

1. Roll call.
2. Adoption of Agenda.
3. Approval of minutes from July 29, 2019.
4. Consideration of: Certificate of Appropriateness request for Sawyer School Lofts Development.
5. Chairman's Approvals.
6. Adjourn.

All ayes. Carried.

Approval of Minutes: Motion to approve the July 29, 2019 minutes by Mr. Statz, seconded by Mr. Struck. All Ayes. Carried.

Consideration of: Certificate of Appropriateness request for Sawyer School Lofts Development.

Mr. Sullivan-Robinson stated that the proposed project was in conformance with the zoning code and is under review for a planned unit development by the Plan Commission. Staff outlined several items that should be considered by the committee. The code required street trees and parking lot trees. The species of tree and locations will need to be approved by the City Forester. Staff recognizes that there is difficulty planting trees within the street scape for this property. In addition, the change in grade is also an issue for planting. Staff emphasized using a more decorative fence along the east side of the property rather than a chain-link fence as shown in the site plan. The lighting plan appears to meet the code; however the plan should illustrate the amount of light intensity at the adjacent property lines. The site plan showed one sign to be located off of the Madison Avenue entrance. The sign design conforms to the sign code; however, the sign will need to be removed from the vision triangle. Staff is satisfied with the sidewalk location and design. The recreational space to the west of the parking lot is shown, but does not include anything within the defined area yet.

Mr. Lake allowed for public comment.

Chris Kellems, 120 Alabama Street, stated she loves the overall plan. She would request saving the maple tree on the corner and the addition of a few more. The entrance on Madison Avenue should be operational. In addition, the area north of the school is under-utilized and should include additional sidewalks, a garden area, and common space.

Mr. Lake allowed the applicant to present the plan design.

Northpointe Development representative Andrew Dumke stated they wanted to tie in the historical aspects of the existing school into the addition but will look different than the school. The patio will be in the alcove, and will be accessible from every unit. The playground is 30' x 50' and will have children's playground equipment installed. The lighting is designed to not spill over onto other properties and will have the contractor give written confirmation. There will be a part-time Manager three days a week six hours per day and a maintenance person which will be there twenty hours per week. There are some elements of this plan that will not be finalized until we know the project will move forward.

Mr. Struck asked about the purpose of the fence. Mr. Dumke stated that there is an existing fence along the east side of the property. This is intended to be removed with no intention of replacing it.

Mr. Lake asked about the retaining wall removal and if the grade will change. Mr. Dumke stated that the retaining wall will not be removed, however the existing stairway leading to Madison Avenue will be removed. The stairway will be redirected to the south east entrance since there is less grade change. Most of the walkway to the north of the school will be removed.

Mr. Lake had concerns regarding the exterior light for the monument sign. Mr. Sullivan-Robinson stated that the committee guidelines recommend downward directed lighting that has no spillover. This committee has approved upward directed lighting as long as there is no there isn't spillover.

Ms. Weber asked is the Pine Street side the back of the building, since the exterior doors appear to be for emergency access only? Mr. Dumke stated yes, it made the most sense to make the new entrance off the parking lot.

Mr. Augustson was concerned about the driveway exiting onto Madison Ave.

Mr. Lake noted a conflict with the location of the landscaping and lighting within the parking lot islands.

Mr. Olejniczak stated there will be a wet detention pond with approximately one foot of water to be retained. The developer is going through the PUD process with the Plan Commission. A public hearing was held a week ago with another meeting in nine days to give a recommendation to the Council.

Mr. Lake stated we are looking at this from a broad overview. This is one of those big projects that will need to come back

Mr. Olejniczak stated the final plans, may not be ready until mid-summer of 2020. Mr. Dumke stated they will know if the project moves forward by April. That is when we will spend the money for final architectural plans.

Motion was made by Mr. Statz, seconded by Mr. Augustson to approve the project in concept with the condition that a more detailed plan be brought before this committee for final approval. Specific items to include are related to landscaping, lighting, signage, and recreational spaces.

Consideration of: Chairman's Approvals.

Adjourn: Motion by Ms. Weber, seconded by Mr. Augustson to adjourn. All ayes. Carried. The meeting adjourned at 6:48pm.

Respectfully Yours,

Peggy J Tong
Assessment Clerk

FINANCE/PURCHASING & BUILDING COMMITTEE
October 29, 2019

A meeting of the Finance/Purchasing & Building Committee was called to order at 4:00 pm by Chairperson Bacon in the Council Chambers, City Hall. Roll call: Alderpersons Bacon, Wiederanders and Williams were present. Also present: City Administrator Van Lieshout, City Treasurer/Finance Director Clarizio, Community Development Director Olejniczak, and Receptionist Metzger.

A motion was made by Alderperson Williams, 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: Elected Officials Wages/Salaries
5. Consideration of: Revised offer to Purchase-City Parcel on N. 14th Avenue-Zieman
6. Convene in closed session in accordance with the following exemptions:

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

- a. Consideration of: Revised offer to Purchase-City Parcel on N. 14th Avenue-Zieman.

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

8. Review bills.
9. Adjourn.

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

Consideration of: Elected Officials Wages/Salaries:

City Administrator VanLieshout stated at the October 7, 2019 Council meeting Alderperson Hayes requested a salary review for elected officials asking two questions. Can the salary of elected officials automatically raise annually? When was the last salary adjustment for elected officials? Mr. VanLieshout stated salaries were last adjusted in 2015, in addition he explained that the League of Wisconsin Municipalities opined that automatic annual pay adjustments are not permissible under Wisconsin law. Elected officials seated in their current term would not be able to receive the benefit of the pay adjustments; therefore any salary increase would go into effect after the first reorganizational meeting in April. The Committee discussed the option of increasing salaries by 3%, and the effective dates of an increase which for even numbered aldermanic districts the increase would become effective in 2020, odd numbered in 2021 and the Mayor in 2022.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to increase the salary for elected Alderpersons by \$50.00 per month and \$100.00 per month for the Mayor beginning at the new elected terms. Carried.

Consideration of: Revised offer to Purchase-City Parcel on N. 14th Avenue-Zieman

Ted Zieman of Zieman Commercial Properties explained that a few months ago they submitted a bid with the Coast Guard for their Marine Safety Office detachment as new construction office space. However, the Coast Guard wanted an existing office space and they did not receive any bids for existing space, therefore they cancelled the bids and will likely reopen the bidding process in 2020. Mr. Zieman stated they are asking the City to extend the current offer to purchase the parcel on N. 14th Avenue until December 31, 2020 with the provision that if another offer is presented to the City he would like notification to drop his contingencies and purchase the parcel. Community Development Director Olejniczak stated that this parcel has not attracted significant development interest.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to extend the offer to purchase the City owned parcel on N. 14th Avenue from Ted Zieman until December 31, 2020. Carried.

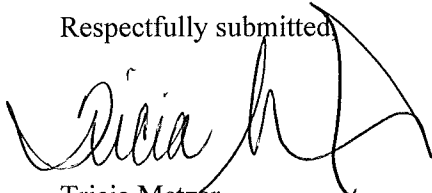
The Committee did not go into closed session.

Review bills

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

Moved by Alderperson Wiederanders, seconded by Alderperson Williams to adjourn. Carried. The meeting 4:36pm.

Respectfully submitted



Tricia Metzger

POLICE AND FIRE COMMISSION

November 4, 2019

A meeting of the Police and Fire Commission was called to order at 9:00 a.m. by Commission President Dave Poulton in the Closed Session Room at the Sturgeon Bay Municipal Building. **Roll Call:** Commissioner Poulton, Commissioner VanDyke, Commissioner Herdina, Commissioner Hurley and Commissioner Spritka were present. Also present from City Hall was Chief Dietman and Assistant Chief Montevideo.

Moved by Commissioner Hurley, seconded by Commissioner Spritka to adopt the following agenda:

1. Call to Order
2. Roll Call
3. Adoption of Agenda
4. Approval of Minutes
5. Consideration of: Fire Prevention/Fire Inspector Job Description
6. Convene in Closed Session in accordance with the following exemption:

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

- a. Consideration of: Interviews for Fire Department Lieutenant
- b. Consideration of: Part-time Firefighter Interviews

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

7. Reconvene in Open Session
8. Establish an Eligibility List for Fire Lieutenant
9. Approve Hiring of Fire Lieutenant
10. Establish an Eligibility List for Part-time Firefighters
11. Approve Hiring of Part-time Firefighters
12. Adjourn.

All ayes. Carried.

Approval of Minutes:

Moved by Commissioner Spritka, seconded by Commissioner VanDyke to approve the minutes from August 26, 2019 and August 27, 2019 meetings. All ayes. Carried.

Fire Inspector Job Description:

The Sturgeon Bay Police and Fire Commission has approved the job description for a part-time Fire Prevention/Fire Inspector to assist in development and implementation of goals and operations through an enforcement program within the department. Commissioners reviewed a draft job description, where duties and responsibilities were discussed. The Commission noted a few changes that will be made by Fire Chief Dietman.

Moved by Commissioner VanDyke, seconded by Commissioner Hurley to approve the part-time Fire Prevention/Fire Inspector job description with changes. All ayes. Carried.

Convene in Closed Session:

Moved by Commissioner VanDyke, seconded by Commissioner Herdina to convene in closed session. All ayes. Carried.

Roll Call: Dave Poulton, Sandy Hurley, Barb Herdina, Michael VanDyke and Wayne Spritka were present.

Reconvene in Open Session:

Moved by Commissioner VanDyke, seconded by Commissioner Spritka to reconvene in open session and take formal action. All ayes. Carried.

Roll Call: Dave Poulton, Sandy Hurley, Barb Herdina, Michael VanDyke and Wayne Spritka were present.

Establish an Eligibility List for Fire Lieutenant

Moved by Commissioner Hurley, seconded by Commissioner Herdina to create an eligibility list for Fire Lieutenant. The list, in alphabetical order, consists of Ethan Jorns and Brent Wiegand. All ayes. Carried.

Approve Promotion of Fire Lieutenant

Moved by Commissioner VanDyke, seconded by Commissioner Spritka to promote Brent Wiegand to Fire Lieutenant. All ayes. Carried.

Establish an Eligibility List for Part-time Firefighters

Moved by Commissioner Spritka, seconded by Commissioner Hurley to create an eligibility list for part-time Firefighter positions. The list, in alphabetical order, consists of Brent Haberli and John Jorns. All ayes. Carried.

Approve Hiring of Part-time Firefighters

Moved by Commissioner VanDyke, seconded by Commissioner Herdina to approve hiring of both Brent Haberli and John Jorns as part-time firefighters, contingent on passing their medical examinations. All ayes. Carried.

Adjourn: *Moved by Commissioner Hurley, seconded by Commissioner Herdina to adjourn. All ayes. Carried. Time of 11:56 a.m.*

Respectfully submitted,

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

Sarah Spude-Olson
SBPD Office Manager



City of Sturgeon Bay Fire Department

421 Michigan St
Sturgeon Bay, WI 54235
920-746-2916 Station

POSITION TITLE: Fire Prevention/Fire Inspector

DEPARTMENT: Fire

REPORTS TO: Fire Chief

FLSA CATEGORY: Non-Exempt

EMPLOYMENT CLASSIFICATION: PART-TIME

PAY TYPE: Hourly

LATEST REVISION: November 05, 2019

Purpose of Position

Assist in directing operations of Fire Prevention including develop and implement department goals and operations through a comprehensive fire inspection/code enforcement program within the department in collaboration with and under the direction of the Assistant Fire Chief. Interpret, educate as to and enforce the applicable codes and ordinances at all levels of building design, construction, occupancy, maintenance, abandonment and demolition. Responsible for plan approval, acceptance testing, and inspections of all fire protection/detection/alarm systems and tank inspections. Develop and maintain positive, cooperative, and supportive relationship with internal and external constituents.

Supervision Received

Supervision is provided by the Fire Chief.

Supervision Exercised

Not applicable.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Minimum of 18 years of age
- A valid State of Wisconsin Driver's License
- Pass a background check, physical agility, physical and drug screening
- Excellent communication and organizational skills
- Be of good moral character
- State of Wisconsin Fire Inspector I certification, or within 12 months of hire
- Ability of obtain additional certifications as needed
- Knowledge or ability to learn fire department software programs (Emergency Reporting)
- Past fire inspecting experience preferred
- State of Wisconsin Firefighter certifications are preferred
- Establish work priorities, work schedules and direct work activity within the Fire Department; provide direction to field fire inspectors.

- Evaluate and identify the need for fire inspection training of department members and external constituents. Provide instruction and training of Department personnel in regard to fire inspections and code interpretation.
- Implement department goals and objectives through a comprehensive fire inspection/code. Prepare adjustments and recommended changes to code. Interpret applicable codes and standards and resolve complex code-related issues.
- Evaluate code compliance of common and/or complex industrial/commercial processes, or other operations in accordance with applicable codes and/or standards. Evaluate alternative methods for compliance with applicable codes and standards so that all deficiencies are noted and the operation/facility is protected to a level that is in compliance.
- Direct the evaluation of the operational readiness of all existing fire protection/ detection systems, ensure maintenance is documented, and deficiencies are documented and corrected. Verify that emergency planning and preparedness measures are in place and have been practiced at all facilities required to do so.
- Ensure timely and complete fire prevention inspections of all educational, industrial, institutional, medical, municipal, fire department and licensed care facilities as per Department of Safety and Professional Services requirements. Ensure quality control of company inspections to assure correctness, compliance and frequency. Use the results to determine the need for department training or policy review.
- Analysis and approval of plans and specifications that meet the intent of applicable codes and standards for fire and life safety, fire protection systems and equipment, site plans, and construction features for all public buildings and places of employment.
- Assist in investigation and/or cause determination at fire scenes. Serves as Incident Safety Officer at emergency scenes. Serves as resource for other area departments on investigation of fire scenes.
- Initiate legal action related to a fire code violation so that the action taken is in accordance with Department policy and due process of law is followed. Testify at legal proceedings.
- Establish and maintain document retention for Fire Prevention and Safety matters within the Department. Generate correspondence related to the issuance of appeals and variances so that the resulting document clearly addresses the issue. Ensure that department inspection reports are clear and accurately reflect the findings of the inspection in accordance with applicable codes and standards.
- Receive, resolve, and respond to all code related correspondence with an emphasis on customer service. Ensure that permits are issued as required.
- Ability to work hours required performing requirements of position and assisting with on-call duty chief rotation as directed by the fire chief.
- Ability to have a flexible schedule in order to check occupancies or complete site visits during events after normal business hours and on weekends.
- Responsible for providing public education, public relations, and program work under the general supervision of the Fire Chief
- Responds to emergency and non-emergency service requests meeting all requirements according to Department Standard Operating Guidelines. Requests include, but are not limited to, structural fires, vehicle accidents, hazardous materials spills or releases, forcible entry, alarm investigations, rescue and salvage operations, extrication, confined space rescue, burning complaints and specialized technical rescues.
- Attends department training programs, drills and completes assigned training materials including, but not limited to, fire prevention, suppression, rescue, code enforcement and emergency medical services.
- Attends outside training programs as assigned in fire prevention, suppression, rescue, emergency management, emergency medical services and other related skills or duties particularly if assigned an area of responsibility as delegated by the Chief.
- As assigned and upon verification of necessary required training, the following additional duties and responsibilities may be assigned: Respond to emergency medical calls according to Department Standard Operating Guidelines. Performs duties at a minimum of Emergency Medical Responder level and provides assistance as requested by Door County Emergency Services.
- Ability to use accounting software for billing.

Environmental Adaptability

- Work is performed both indoors in an office or factory environment and outdoors with corresponding hazards and discomforts.

Minimum Training and Experience Required to Perform Essential Job Functions

Knowledge of:

- Working knowledge of fire and life safety codes including but not limited to NFPA 101 Life Safety Code, NFPA 1 Fire Prevention Code and NFPA 72 Fire Alarm Code NFPA 13 Sprinkler Code, LPO Tank Inspector Certification and local codes and ordinances pertaining to fire prevention.
- NIMS 100, 200, 300, 400, 700, 800
- Wisconsin State Firefighter 1, Associate Degree or equivalent. (Fire Service related)
- CPR and AED Certified
- Attain Incident Safety Officer Certification within 24 months of appointment.
- Certificate as a Fire Cause and Origin Investigator from the National Fire Academy within 24 months of appointment through NFPA 921 Guide for Fire and Explosion Investigations as well as NFPA1033 Standards or Professional Qualifications for Fire Investigator within 36 months of appointment.
- Other classes offered within the State of Wisconsin and/or the National Fire Academy which enhance knowledge and skill in incident command operations.
- Plan, organize, schedule, assign and review the work of others; analyze emergency response and operations problems, develop sound alternatives, and make effective recommendations and decisions under emergency circumstances; develop and conduct classroom and practical training courses and programs; render emergency medical care at the basic life support level; establish and maintain effective working relationships with those encountered in the course of the work; maintain accurate records and prepare clear and concise reports and other written materials

Physical and Mental Abilities Required to Perform Essential Job Functions

Skills and Abilities

- Ability to analyze data and information using established criteria, in order to define consequences and to consider and select alternatives. Ability to compare, count, differentiate, measure and/or sort data and information. Ability to assemble, copy, record and transcribe data. Ability to classify, compute, tabulate, and categorize data.
- Ability to counsel, mediate and train others on fire code. Ability to advise and interpret on how to apply policies, procedures and standards to specific situations.
- Ability to utilize design data and information such as work orders, assessment reports, time sheets, inventory records, utility locates, cost estimates, system flow reports, construction plans, long-range studies, policy and procedure manuals, etc.

Language ability and Interpersonal Communication

- English usage, spelling, grammar, and punctuation.

Mathematical Ability

- Ability to calculate percentages, fractions and decimals; ability to calculate volume, ratios, spatial relationships; and ability to interpret basic descriptive statistical reports.

Judgment and Situational Reasoning Ability

- Ability to apply situational reasoning ability by exercising judgment, decisiveness and creativity in situations involving the evaluation of information against sensory or judgmental criteria.

Physical Requirements

- Ability to operate a variety of office equipment including personal computer, telephone, etc.
- Ability to coordinate eyes, hands, feet and limbs in performing semi-skilled movements such as drawing and data entry
- Ability to exert moderate physical stress in sedentary to light work, involving climbing and balancing.
- Ability to lift, carry, push and pull. Ability to stoop, kneel, crouch and crawl.
- Ability to recognize and identify degrees of similarities or differences between characteristics of colors, forms, sounds, odors, textures, etc. associated with objects and materials.

Environmental Adaptability

- Ability, in regard to environmental factors such as temperature variations, noise, wetness, and/or dust, to work under moderately safety and comfortable conditions.

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

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

Roll Call: Members Chairperson Kelly Avenson, Vice-Chairperson Chris Sullivan-Robinson, Matt Young, and Becky Kerwin were present. Absent was Mark Smullen. Also present were Marty Olejniczak, Chad Shefchik, and Police Assistant Candy Jeanquart. Individuals from the community attended the meeting also.

Adoption of agenda: Moved by Mr. Sullivan-Robinson, Seconded by Ms. Kerwin to adopt the following agenda:

1. Roll call.
 2. Approval of agenda.
 3. Approval of minutes from August 5, 2019.
 4. Public comment
 5. Consideration of: Pedestrian path options on Memorial Drive
 6. Discussion of: Development of Bicycle – Pedestrian yearly calendar for community outreach topics and information (Kelly Avenson)
 7. Future agenda items
 8. Adjourn
- All in favor. Carried.

Approval of minutes from August 5, 2019: Moved by Mr. Sullivan-Robinson, Seconded by Mr. Young to approve the minutes from August 5, 2019. **All in favor. Carried.**

Public comment on non-agenda items: The following individual spoke: Kent Wickman, 1358 Memorial Drive; Scott Moore, 947 Pennsylvania St; and Chris Kellem, 120 Alabama St

Consideration of: Pedestrian path options on Memorial Drive: Ms. Avenson asked if Mr. Sullivan-Robinson needed to review the path options again and no one asked to have it reviewed or had any comments.

Motion by Ms. Avenson to recommend to Plan Commission extending the existing sidewalk along the north side of the Memorial Drive right-of-way the next scheduled capital plan improvement. Seconded by Ms. Kerwin. All in favor, carried.

Mr. Sullivan-Robinson explained this committee was given the information to research the options and the motion will be forward to Plan Commission. After being reviewed by Plan Commission it then goes to Common Council.

Discussion of: Development of Bicycle and Pedestrian yearly calendar for community outreach topics and information (Kelly Avenson): Ms. Avenson suggested setting forth a yearly plan of events/topics relating to bicycle and pedestrian activities. Mr. Sullivan-Robinson suggested researching winter biking. Mr. Young suggested putting on social

media a reminder to keep sidewalks clean and clear. Next meeting will discuss November, December, January and February suggestions.

Future agenda items:

- Updates of: County Bicycle Committee (Becky Kerwin)
- Consideration of: Pedestrian Yearly Calendar (Kelly Avenson)
- Consideration of: Paved path from 9th Avenue to 9th Court – Big Hill (Matt Young)

Move to adjourn. All in favor. Carried. Meeting adjourned at 2:06 p.m.

Respectfully submitted,

Candy Jeanquart

Candy Jeanquart
Police Assistant



Kalin Montevideo
Assistant Fire Chief

CITY of STURGEON BAY FIRE DEPARTMENT

421 Michigan St
Sturgeon Bay, WI 54235

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

STURGEON BAY FIRE DEPARTMENT OCTOBER 2019 FIRE REPORT

OCTOBER INCIDENTS: 127
YEAR TO DATE INCIDENTS: 1,202

INCIDENTS BY JURISTDICTION:

CITY - East Side: 80 Year to Date: 765

67 – Medical Incident
01 – Vehicle Accident
01 – Search for Person on Land

01 – Public Service
01 – Assist Invalid
01 – Heat from short circuit (wiring), defective/worn

AVERAGE RESPONSE TIME:

EMERGENT: 3.41 Minutes NON-EMERGENT: 4.25 Minutes

07 – Alarm/Detector Activation, No Fire
01 – Assist Law Enforcement/Gvmt Agency

CITY - West Side: 28 Year to Date: 289

18 – Medical Incident
01 – Carbon Monoxide Incident
01 – Smoke or Odor Removal

02 – Structure Fire
02 – Vehicle Accident
01 – Gas Leak

EMERGENT: 4.17 Minutes NON-EMERGENT: 4.23 Minutes

01 – Alarm/Detector Activation, No Fire
01 – Cooking Fire, Confined to Container
01 – Citizen Complaint

Town of Sevastopol: 11 Year to Date: 87

01 – Search for Person on Land
01 – Carbon Monoxide Incident
01 – Vehicle Accident

01 – Smoke Scare/Odor of Smoke
01 – Power Line Down
01 – Unauthorized Burning

EMERGENT: 7.26 Minutes NON-EMERGENT: 9.17 Minutes

04 – Alarm/Detector Activation, No Fire
01 – Oil/Combustible Liquid Spill

Town of Sturgeon Bay: 06 Year to Date: 47

04 – Medical Incident

02 – Vehicle Accident

EMERGENT: 8.16 Minutes NON-EMERGENT: 10.31 Minutes

MUTUAL AID/MABAS INCIDENTS

Gibraltar: 0 Year to Date: 01

Egg Harbor: 01 Year to Date: 02
01 – Cooking Fire

Sister Bay: 0 Year to Date: 01

Southern Door: 01 Year to Date: 09
01 – Cover Assignment/Stand by

Jacksonport: 0 Year to Date: 01

INPECTION REPORT:

	<u>Regular Inspections</u>	<u>Re Inspections</u>	<u>Occupancy Inspections</u>	<u>Hours</u>
Inspections – City of Sturgeon Bay:	<u>181</u>	<u>69</u>	<u>02</u>	<u>190.79</u>
Inspections – Town of Sevastopol:	<u>20</u>	<u>13</u>	<u>0</u>	<u>19.25</u>
Inspections – Town of Sturgeon Bay:	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Inspections – Town of Jacksonport:	<u>13</u>	<u>04</u>	<u>0</u>	<u>6.5</u>

SPECIAL REPORTS, TRAINING AND MAINTENANCE

MAINTENANCE:

Firefighters winterized, waxed and removed lettering on the old Engine 4; waxed Engine 6; silicone the bolts on Engine 4 brow lights; repaired a lock on Chief 11 cap; removed the Wi-Fi units that were in the apparatus; repaired the bumper line on Engine 4 and removed the locks from the SBPD interview rooms.

TRAINING:

246.7 hours of training was conducted in October. Firefighters trained with driving and pump operations, firefighter down and fire attack operations; SCBA air management; PT FF Savenko continued Firefighter training held here at our Station; on duty firefighters participated in grain bin rescue operations at Egg Harbor Fire Department; assisted with USCG fire training at our Training Facility; participated in Active Shooter/Hostile Event training with DC EMS; FF Hanson & FF Paye attended NFA Initial Company Operations Training held at Volk Field.

OTHER:

Fire Chief and AC attended City and other Town meetings; installed seven (7) car seats; presented fire safety presentations for Barker Child Center, Zion Lutheran and Head Start; participated in the Health Fair at YMCA, Thrills on Third Halloween Parade; Chief Dietman and AC Montevideo presented fire operations and facilities/apparatus to NWTC Learning in retirement. Our Fire Lieutenant promotional testing was conducted. We also held our annual "Firefighter of the Day" here at our Eastside Station.

CITY OF STURGEON BAY
INSPECTION DEPARTMENT

October 31, 2019

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

October-19	YEAR TO DATE		October-19	YEAR TO DATE
1	8	ONE FAMILY DWELLINGS	260,000	1,680,000
0	2	TWO FAMILY DWELLINGS	-- ----	527,250
0	3	MULTIPLE FAMILY DWELLINGS	-- ----	1,529,000
0	3	MANUFACTURED HOME	-- ----	148,200
0	0	C.B.R.F.	-- ----	-- ----
0	5	RESIDENTIAL ADDITIONS	-- ----	151,312
7	42	RESIDENTIAL ALTERATIONS	40,357	557,212
1	13	RESIDENTIAL GARAGES/CARPORTS	25,000	270,202
0	2	RESIDENTIAL GARAGE ADDITIONS & ALTERATIONS	-- ----	3,000
0	10	RESIDENTIAL STORAGE BUILDINGS	-- ----	65,000
0	0	RESIDENTIAL SWIMMING POOLS	-- ----	-- ----
0	0	NON-RESIDENTIAL SWIMMING POOLS	-- ----	-- ----
0	0	NEW COMMERCIAL BUILDINGS	-- ----	-- ----
1	6	NON-RESIDENTIAL GARAGES & STORAGE BUILDINGS	8,000	614,780
0	0	NON-RESIDENTIAL ADDITIONS	-- ----	-- ----
1	34	NON-RESIDENTIAL ALTERATIONS	542,600	3,577,617
0	0	MUNICIPAL BUILDINGS	-- ----	-- ----
0	0	WAREHOUSES	-- ----	-- ----
0	0	FACTORY & SHOP	-- ----	-- ----
0	0	COMMUNICATION TOWER	-- ----	-- ----
0	0	SUBSTATION	-- ----	-- ----
0	0	AGRICULTURAL BUILDINGS	-- ----	-- ----
11	128	TOTAL ESTIMATED COST OF CONSTRUCTION	\$875,957	\$9,123,573
October-19	YEAR TO DATE	TOTAL PERMITS ISSUED	October-19	YEAR TO DATE
11	128	BUILDING PERMITS	1,801	28,327
13	134	ELECTRICAL PERMITS	1,444	17,385
5	56	PLUMBING PERMITS	1,015	7,663
4	55	HEATING PERMITS	590	13,496
3	127	SIGN PERMITS	130	4,330
1	9	MISCELLANEOUS PERMITS	25	525
0	0	SUMP PUMP PERMITS	-- ----	-- ----
0	0	ELECTRICIAN LICENSES	-- ----	-- ----
0	0	EARLY STARTS	-- ----	-- ----
1	9	EROSION CONTROL	100	875
0	0	STATE PLAN APPROVALS	-- ----	-- ----
1	25	PARK & PLAYGROUND PAYMENTS	300	7,500
1	12	WISCONSIN PERMIT SEALS	35	420
0	5	ZONING BOARD OF APPEALS APPLICATIONS	-- ----	1,500
0	2	ZONING CHANGES/P.U.D. APPLICATIONS	-- ----	427
0	1	PLAN COMMISSION - CONDITIONAL USES	-- ----	300
2	3	CERTIFIED SURVEY MAP REVIEWS	140	280
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	1	RESIDENTIAL OCCUPANCY FEES	-- ----	75
2	33	COMMERCIAL OCCUPANCY FEES	99	2,374
0	0	PIER PERMIT	-- ----	-- ----
1	5	DEMOLITION	25	125
0	15	PLAN REVIEW FEE	-- ----	7,625
		ADMIN FEE	250	3,517
TOTAL RECEIPTS DEPOSITED WITH CITY TREASURER			\$5,954.00	\$96,744.00

Cheryl Nault
Building Inspection Dept.



STURGEON BAY POLICE DEPARTMENT



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

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

From: Captain Daniel J. Brinkman

Subject: Monthly Report for October, 2019

Date: November 11, 2019

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

Crimes Investigated

The Department, during the month, investigated a total of 55 crimes.

These crimes can be broken down and classified as follows.

Battery.....	02
Trespass.....	01
Bail Jump.....	04
Disorderly Conduct.....	02
Possess Controlled Substance.....	08
Fraud / Forgery.....	06
Domestic Abuse.....	06
Theft.....	14
Criminal Damage to Property.....	04
Threats to Injure.....	01
ICAC.....	03
Threats to Injure.....	03
Sex Offense.....	01
TOTAL 55	

The above crimes resulted in the loss of \$2,326 to the community, of which \$405 has been recovered.

Arrests

The Department completed a total of 151 arrests during the month. These arrests encompass violations from traffic to felony, and are listed below by type of violations and number of arrests for each category.

A. Felony Crime Arrest

Bail Jumping.....	04
Possess Controlled Substances.....	03
Strangulation/Suffocation.....	01
Possess Drug Paraphernalia.....	01
TOTAL	09

B. Misdemeanor Crime Arrests

Disorderly Conduct.....	08
Battery.....	03
Bail Jump.....	02
Possess Controlled Substance.....	01
Possess Drug Paraphernalia.....	04
Resist / Obstruct Officer.....	02
Trespass.....	01
Criminal Damage to Property.....	02
Theft.....	04
TOTAL	27

Wisconsin Probation & Parole Arrests / Warrant Arrests	15
TOTAL	15

C. Ordinance Violation Arrests

Possess Tobacco/Vaping Products by Minor.....	01
Possess Marijuana.....	01
Possess Drug Paraphernalia	04
Retail Theft.....	02
Habitually Truant Student.....	02
Underage Consumption of Alcohol	01
Disorderly Conduct w/Motor Vehicle.....	01
Operate Taxi w/o License	01
Allow Animal to Run at Large.....	01
TOTAL	14

D. Traffic Crime Arrests

Fail to Install Ignition Interlock Device	03
Operate Motor Vehicle while Revoked.....	05
No Valid Driver's License.....	03
Flee/Elude Officer.....	02
TOTAL	13

E. Traffic Violation Arrests

Operate Motor Vehicle while Intoxicated.....	03
Speeding.....	20
Operate Motor Vehicle w/o Insurance.....	09
Operate Motor Vehicle while Suspended.....	07
Unregistered Vehicle.....	10

No Valid Driver's License.....	04
Seatbelt Violations.....	02
Miscellaneous Violations.....	18
	TOTAL 73

In addition to the preceding arrests, the Department conducted a total of 296 traffic stops during the month and logged 79 violations for various motor vehicle defects and local ordinances and issued 57 written warnings for those violations. A total of 12 parking ticket were issued for parking violations throughout the city.

Traffic Accidents

The Department during the month investigated a total of 15 vehicle accidents. These accidents are categorized into four types.

A. Motor Vehicle Accidents Involving Fatalities.....	00
B. Motor Vehicle Accidents Involving Injuries	02
C. Motor Vehicle Accidents Involving Property Damage	12
(greater than \$1,000.00)	
D. Motor Vehicle Accidents Involving Property Damage	01
(less than \$1,000.00)	TOTAL 15

Police Service Calls

Department members handled 424 service calls during the month. These calls consist of both citizen requests for police service as described below (339), crimes investigated (55), traffic accidents investigated (15), and Wisconsin Probation and Parole Assists (15).

A. Traffic and Road Incidents	83
-------------------------------------	----

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

B. Noise Complaints	07
---------------------------	----

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

C. Sick and Injured Persons	07
-----------------------------------	----

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

D. Alarms	17
-----------------	----

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

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

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

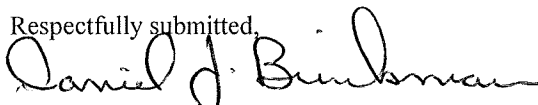
F. Civil Disputes	02
Arguments between neighbors, landlords and tenants, and family members where no crimes have been committed.	
G. Escorts	04
Transporting citizens, money escorts for area financial institutions, funerals, and for area industry and farming.	
H. Citizen Assist.....	39
This category is broad and involves such services as assistance in gas drive-off, emergency notifications, attempts to locate people, retrieval of personal property, and vehicle registration assistance.	
I. Assistance Rendered to Other Agencies	11
Includes assistance to other law enforcement and government agencies.	
J. Suspicious Person / Vehicle / Circumstance.....	23
Involves both citizen complaints and observations by officers on patrol who took investigative action in regard to the suspicious behavior of vehicles and people.	
K. Self-Initiated Field Activity	05
All initiated activity by the officer to include, but not limited to, routine security checks of area industries, businesses, city parks, residences, and compliance checks of local liquor establishments.	
L. Juvenile Problems.....	13
Requests for police service that strictly involve property calls and all unfounded calls for police service. The calls vary from mischief to family problems to runaway situations.	
M. Miscellaneous Incidents	83
Includes arrest warrants served, recovered property calls, and all unfounded calls for police service. This category includes 9-1-1 calls investigated by Department members during the month.	
N. Welfare Checks	19
Includes calls to check on the well-being of a person who has not been heard from or seen for a period of time by family, friends, neighbors, or employers.	

TOTAL 339

Department Training

The joint dive team and SWAT conducted their monthly training session. Four officers completed a 16-hour course on Patrol Tactics, two officers completed a 16-hour course on investigating Internet Crimes against Children and one sergeant completed a week-long Supervisor course.

Respectfully submitted,


 Captain Daniel J. Brinkman

OCTOBER 2019 BANK RECONCILIATION**CHECKING ACCOUNTS****INVESTMENT ACCOUNTS**

GENERAL FUND		VDF		SNAP		GENERAL/CAPITAL FUND	
NICOLET		NICOLET		NICOLET		INVESTMENTS	
PRIOR G/L BALANCE	2,235,759.98	18,895.07	8,928.61			1,491,132.97	
REVENUE	2,105,575.34	2,282.79	10.00			2,126.60	
DISBURSEMENTS	2,684,204.45	0.00	48.15			2,181.41	
AMOUNT IN TRANSIT	5,881.25	0.00	0.00			0.00	
ADJUSTMENTS	8,765.37	0.00	0.00			0.00	
ENDING BALANCE	1,660,014.99	21,177.86	8,928.61			1,491,078.16	

BANK BALANCE	1,666,493.23	21,177.86	8,928.61			1,491,078.16	
LESS OUTS. CHECKS	6,478.24	0.00	0.00			0.00	
	1,660,014.99	21,177.86	8,928.61			1,491,078.16	

SAVINGS ACCOUNTS

GENERAL FUND		GENERAL FUND		WDF		CAPITAL - BUILDING DEBT 2017 CAPITAL PROJECTS		TIF #3 DEBT		TIF #3 CONSTRUCTION	
STATE - #2		NICOLET BANK - MMBI		STATE - #4		STATE - #9		STATE - #13		STATE - #14	
PRIOR G/L BALANCE	4,280,448.76	20,130.85	478,184.76	6,264.13	2,404,187.01	883,848.25	24,278.62				
REVENUE	1,685,690.37	0.17	781.72	10.24	3,753.51	1,444.89	39.69				
DISBURSEMENTS	0.00	0.00	0.00	0.00	1,676,331.88	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	5,966,139.13	20,131.02	478,966.48	6,274.37	731,608.64	885,293.14	24,318.31				
BANK BALANCE	5,966,139.13	20,131.02	478,966.48	6,274.37	731,608.64	885,293.14	24,318.31				

TIF #1 DEBT		TIF #2		TIF #2 DEBT 98A&B		TIF #2 AMENDED AREA		TIF #2 AMENDED AREA		TIF #4 DEBT SVC		TIF #4 CONSTRUCTION	
STATE - #11		STATE - #3		STATE - #10		CONST. - STATE - #06		CAP. INT. - STATE - #7		STATE - #12		STATE - #01	
PRIOR G/L BALANCE	350,138.95	15,926.20	2,220,581.86	56,587.97	195,249.92	41,711.17	994,007.99						
REVENUE	572.40	26.04	3,630.15	92.51	319.19	68.19	1,624.98						
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	350,711.35	15,952.24	2,224,212.01	56,680.48	195,569.11	41,779.36	995,632.97						
BANK BALANCE	350,711.35	15,952.24	2,224,212.01	56,680.48	195,569.11	41,779.36	995,632.97						

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CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

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FOR FUND: GENERAL FUND
FOR 10 PERIODS ENDING OCTOBER 31, 2019

DEPARTMENT DESCRIPTION	OCTOBER BUDGET	OCTOBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
GENERAL FUND	1,044,130.85	217,542.95	(79.1)	10,441,305.30	12,529,567.00	9,013,459.06	(28.0)
TOTAL REVENUES	1,044,130.85	217,542.95	(79.1)	10,441,305.30	12,529,567.00	9,013,459.06	(28.0)
EXPENSES							
GENERAL FUND	97,775.99	63,721.71	34.8	977,758.02	1,173,310.00	1,205,898.12	(2.7)
MAYOR	1,073.77	915.02	14.7	10,737.46	12,885.00	9,277.18	28.0
CITY COUNCIL	5,325.85	4,637.27	12.9	53,258.30	63,910.00	52,799.28	17.3
LAW/LEGAL	5,500.01	1,344.00	75.5	54,999.98	66,000.00	64,469.57	2.3
CITY CLERK-TREASURER	33,787.56	32,628.46	3.4	337,874.88	405,450.00	333,549.43	17.7
ADMINISTRATION	14,417.14	12,958.80	10.1	144,170.72	173,005.00	135,285.01	21.8
COMPUTER	9,031.26	8,967.44	0.7	90,312.48	108,375.00	87,003.88	19.7
CITY ASSESSOR	7,576.30	6,458.80	14.7	75,762.40	90,915.00	82,816.44	8.9
BOARD OF REVIEW	126.69	0.00	100.0	1,266.62	1,520.00	0.00	100.0
BUILDING/ZONING CODE ENFORCEM	7,225.01	6,016.61	16.7	72,249.98	86,700.00	74,256.26	14.3
MUNICIPAL SERVICES ADMIN.	19,175.48	16,863.78	12.0	191,754.04	230,105.00	179,161.85	22.1
PUBLIC WORKS ADMINISTRATION	19,015.07	17,208.78	9.4	190,149.86	228,180.00	180,642.56	20.8
ELECTIONS DEPARTMENT	1,197.53	0.00	100.0	11,974.94	14,370.00	9,152.74	36.3
CITY HALL	11,970.88	12,392.37	(3.5)	119,708.24	143,650.00	109,082.65	24.0
INSURANCE	30,696.27	29,852.00	2.7	306,962.46	368,355.00	212,119.27	42.4
GENERAL EXPENDITURES	127,102.95	13,934.10	89.0	1,271,029.10	1,525,235.00	70,339.39	95.3
POLICE DEPARTMENT	36,223.83	32,074.00	11.4	362,237.34	434,685.00	344,066.93	20.8
PATROL BOAT	1,105.02	0.00	100.0	11,049.96	13,260.00	7,869.38	40.6
PARKING ENFORCEMENT	0.00	0.00	0.0	0.00	0.00	0.00	0.0
POLICE DEPARTMENT/PATROL	171,391.76	148,277.70	13.4	1,713,916.48	2,056,700.00	1,530,813.80	25.5
POLICE DEPT. / INVESTIGATIONS	22,925.46	19,221.07	16.1	229,254.08	275,105.00	245,272.72	10.8
FIRE DEPARTMENT	152,361.39	140,482.81	7.7	1,523,612.22	1,828,335.00	1,450,539.77	20.6
STORM SEWERS	2,697.94	5,612.15	(108.0)	26,979.12	32,375.00	30,568.14	5.5
SOLID WASTE MGMT/SPRING/FALL	4,345.86	1,137.40	73.8	43,458.28	52,150.00	5,957.01	88.5
COMPOST/SOLID WASTE SITE	4,179.60	13,382.41	(220.1)	41,795.80	50,155.00	29,999.88	40.1
STREET SWEEPING	3,363.34	4,049.96	(20.4)	33,633.32	40,360.00	33,723.57	16.4
WEED ABATEMENT	792.10	0.00	100.0	7,920.80	9,505.00	210.49	97.7
ROADWAYS/STREETS	16,601.29	17,398.51	(4.8)	166,012.42	199,215.00	150,264.74	24.5
SNOW REMOVAL	18,809.19	4,165.82	77.8	188,091.62	225,710.00	185,365.87	17.8
STREET SIGNS AND MARKINGS	4,590.02	2,852.27	37.8	45,899.96	55,080.00	40,685.68	26.1
CURB/GUTTER/SIDEWALK	1,329.19	3,972.39	(198.8)	13,291.62	15,950.00	20,519.86	(28.6)
STREET MACHINERY	14,242.56	10,892.36	23.5	142,424.88	170,910.00	126,685.30	25.8
CITY GARAGE	5,385.48	2,634.06	51.0	53,854.04	64,625.00	34,549.18	46.5
CELEBRATION & ENTERTAINMENT	4,723.77	386.59	91.8	47,237.46	56,685.00	35,446.47	37.4
HIGHWAYS - GENERAL	40,593.81	32,658.06	19.5	405,937.38	487,125.00	323,289.72	33.6
PARK & RECREATION ADMIN	8,909.20	6,063.84	31.9	89,091.60	106,910.00	78,795.64	26.2
PARKS AND PLAYGROUNDS	40,118.84	29,862.37	25.5	401,187.32	481,425.00	331,803.96	31.0
BALDIELDS	2,337.13	947.00	59.4	23,370.74	28,045.00	7,211.48	74.2

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: GENERAL FUND
 FOR 10 PERIODS ENDING OCTOBER 31, 2019

DEPARTMENT DESCRIPTION	OCTOBER BUDGET	OCTOBER ACTUAL	VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	VARI- ANCE
EXPENSES							
ICE RINKS	917.52	0.00	100.0	9,174.96	11,010.00	4,712.08	57.2
BEACHES	41.67	0.00	100.0	416.66	500.00	976.93	(95.3)
MUNICIPAL DOCKS	3,424.64	2,468.65	27.9	34,245.72	41,095.00	26,622.99	35.2
WATER WEED MANAGEMENT	7,097.97	5,108.23	28.0	70,979.06	85,175.00	60,037.38	29.5
WATERFRONT PARKS & WALKWAYS	6,646.70	8,672.07	(30.4)	66,466.60	79,760.00	59,512.98	25.3
EMPLOYEE BENEFITS	3,583.34	2,009.01	43.9	35,833.32	43,000.00	30,612.26	28.8
PUBLIC FACILITIES	6,727.09	0.00	100.0	67,270.82	80,725.00	55,838.35	30.8
BOARDS AND COMMISSIONS	63.76	0.00	100.0	637.48	765.00	301.51	60.5
COMMUNITY & ECONOMIC DEVLPMT	30,377.14	29,756.41	2.0	303,770.72	364,525.00	297,506.32	18.3
TOTAL EXPENSES	1,006,904.37	751,984.28	25.3	10,069,021.26	12,082,830.00	8,355,614.02	30.8
TOTAL FUND REVENUES	1,044,130.85	217,542.95	(79.1)	10,441,305.30	12,529,567.00	9,013,459.06	(28.0)
TOTAL FUND EXPENSES	1,006,904.37	751,984.28	25.3	10,069,021.26	12,082,830.00	8,355,614.02	30.8
SURPLUS (DEFICIT)	37,226.48	(534,441.33)	(1535.6)	372,284.04	446,737.00	657,845.04	47.2

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CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: CAPITAL FUND
FOR 10 PERIODS ENDING OCTOBER 31, 2019

DEPARTMENT DESCRIPTION	OCTOBER BUDGET	OCTOBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES	569,558.10	19,213.81	(96.6)	5,695,580.80	6,834,697.00	3,380,690.73	(50.5)
PATROL	569,558.10	19,213.81	(96.6)	5,695,580.80	6,834,697.00	3,380,690.73	(50.5)
TOTAL REVENUES	569,558.10	19,213.81	(96.6)	5,695,580.80	6,834,697.00	3,380,690.73	(50.5)
EXPENSES							
CITY CLERK-TREASURER	166.67	0.00	100.0	1,666.66	2,000.00	1,627.43	18.6
ADMINISTRATION	0.00	0.00	0.0	0.00	0.00	0.00	0.0
COMPUTER	2,850.01	0.00	100.0	28,499.98	34,200.00	10,788.94	68.4
CITY ASSESSOR	875.01	0.00	100.0	8,749.98	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	5,416.67	5,000.72	7.6	54,166.66	65,000.00	27,808.62	57.2
GENERAL EXPENDITURES	1,958.34	500.00	74.4	19,583.32	23,500.00	223,465.05	(850.9)
POLICE DEPARTMENT	0.00	0.00	0.0	0.00	0.00	0.00	0.0
PATROL	10,136.68	0.00	100.0	101,366.64	121,640.00	83,870.00	31.0
POLICE DEPT. / INVESTIGATIONS	0.00	0.00	0.0	0.00	0.00	0.00	0.0
FIRE DEPARTMENT	88,400.01	12,738.84	85.5	883,999.98	1,060,800.00	1,232,804.94	(16.2)
STORM SEWERS	10,833.34	525.42	95.1	108,333.32	130,000.00	525.42	99.5
SOLID WASTE MGMT/REFUSE/RECYC	0.00	0.00	0.0	0.00	0.00	0.00	0.0
SOLID WASTE MGMT/SPRING/FALL	0.00	0.00	0.0	0.00	0.00	0.00	0.0
ROADWAYS/STREETS	106,404.77	145,084.39	(36.3)	1,064,047.46	1,276,857.00	772,371.56	39.5
SNOW REMOVAL	21,666.67	0.00	100.0	216,666.66	260,000.00	341,500.00	(31.3)
CURB/GUTTER/SIDEWALK	16,250.00	239.00	98.5	162,500.00	195,000.00	147,663.90	24.2
CITY GARAGE	0.00	0.00	0.0	0.00	0.00	0.00	0.0
PARKS AND PLAYGROUNDS	289,041.67	0.00	100.0	2,890,416.66	3,468,500.00	53,681.12	98.4
BALLFIELDS	416.67	0.00	100.0	4,166.66	5,000.00	0.00	100.0
ICE RINKS	0.00	0.00	0.0	0.00	0.00	0.00	0.0
BEACHES	291.67	0.00	100.0	2,916.66	3,500.00	0.00	100.0
MUNICIPAL DOCKS	3,708.34	353.00	90.4	37,083.32	44,500.00	1,353.00	96.9
WATER WEED MANAGEMENT	0.00	0.00	0.0	0.00	0.00	0.00	0.0
WATERFRONT PARKS & WALKWAYS	2,333.34	0.00	100.0	23,333.32	28,000.00	15,484.39	44.6
SANITARY & WATER MAIN	0.00	0.00	0.0	0.00	0.00	0.00	0.0
PUBLIC FACILITIES	3,833.34	0.00	100.0	38,333.32	46,000.00	35,775.42	22.2
COMMUNITY & ECONOMIC DEVLPMT	4,208.34	392.75	90.6	42,083.32	50,500.00	1,281.50	97.4
TOTAL EXPENSES	568,791.54	164,834.12	71.0	5,687,913.92	6,825,497.00	2,950,201.28	56.7
TOTAL FUND REVENUES	569,558.10	19,213.81	(96.6)	5,695,580.80	6,834,697.00	3,380,690.73	(50.5)
TOTAL FUND EXPENSES	568,791.54	164,834.12	71.0	5,687,913.92	6,825,497.00	2,950,201.28	56.7
SURPLUS (DEFICIT)	766.56	(145,620.31)	(9096.5)	7,666.88	9,200.00	430,489.45	4579.2

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: CABLE TV
 FOR 10 PERIODS ENDING OCTOBER 31, 2019

DEPARTMENT DESCRIPTION	OCTOBER BUDGET	OCTOBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
CABLE TV / GENERAL	11,753.34	0.00	100.0	117,533.32	141,040.00	113,840.67	(19.2)
TOTAL REVENUES	11,753.34	0.00	100.0	117,533.32	141,040.00	113,840.67	(19.2)
EXPENSES							
CABLE TV / GENERAL	8,962.57	5,574.70	37.8	89,624.86	107,550.00	83,767.16	22.1
TOTAL EXPENSES	8,962.57	5,574.70	37.8	89,624.86	107,550.00	83,767.16	22.1
TOTAL FUND REVENUES	11,753.34	0.00	100.0	117,533.32	141,040.00	113,840.67	(19.2)
TOTAL FUND EXPENSES	8,962.57	5,574.70	37.8	89,624.86	107,550.00	83,767.16	22.1
SURPLUS (DEFICIT)	2,790.77	(5,574.70)	(299.7)	27,908.46	33,490.00	30,073.51	(10.2)

FOR FUND: TOURISM FUND
FOR 10 PERIODS ENDING OCTOBER 31, 2019

DEPARTMENT DESCRIPTION	OCTOBER BUDGET	OCTOBER 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 10 PERIODS ENDING OCTOBER 31, 2019

DEPARTMENT DESCRIPTION	OCTOBER BUDGET	OCTOBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
TID DISTRICT #2	171,992.76	4,067.89	(97.6)	1,719,927.48	2,063,913.00	2,739,004.74	32.7
TOTAL REVENUES	171,992.76	4,067.89	(97.6)	1,719,927.48	2,063,913.00	2,739,004.74	32.7
EXPENSES							
TID DISTRICT #2	125,376.38	0.00	100.0	1,253,763.24	1,504,516.00	1,435,187.65	4.6
TOTAL EXPENSES	125,376.38	0.00	100.0	1,253,763.24	1,504,516.00	1,435,187.65	4.6
TOTAL FUND REVENUES	171,992.76	4,067.89	(97.6)	1,719,927.48	2,063,913.00	2,739,004.74	32.7
TOTAL FUND EXPENSES	125,376.38	0.00	100.0	1,253,763.24	1,504,516.00	1,435,187.65	4.6
SURPLUS (DEFICIT)	46,616.38	4,067.89	(91.2)	466,164.24	559,397.00	1,303,817.09	133.0

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #1 DISTRICT
 FOR 10 PERIODS ENDING OCTOBER 31, 2019

DEPARTMENT DESCRIPTION	OCTOBER BUDGET	OCTOBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
TID #1 DISTRICT	67,746.26	572.40	(99.1)	677,462.48	812,955.00	855,152.39	5.1
TOTAL REVENUES	67,746.26	572.40	(99.1)	677,462.48	812,955.00	855,152.39	5.1
EXPENSES							
TID #1 DISTRICT	64,882.92	0.00	100.0	648,829.16	778,595.00	1,577,809.63	(102.6)
TOTAL EXPENSES	64,882.92	0.00	100.0	648,829.16	778,595.00	1,577,809.63	(102.6)
TOTAL FUND REVENUES	67,746.26	572.40	(99.1)	677,462.48	812,955.00	855,152.39	5.1
TOTAL FUND EXPENSES	64,882.92	0.00	100.0	648,829.16	778,595.00	1,577,809.63	(102.6)
SURPLUS (DEFICIT)	2,863.34	572.40	(80.0)	28,633.32	34,360.00	(722,657.24)	(2203.1)

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #3 DISTRICT
 FOR 10 PERIODS ENDING OCTOBER 31, 2019

DEPARTMENT DESCRIPTION	OCTOBER BUDGET	OCTOBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
TID #3 DISTRICT	5,100.93	6,484.58	27.1	51,009.14	61,211.00	281,573.13	360.0
TOTAL REVENUES	5,100.93	6,484.58	27.1	51,009.14	61,211.00	281,573.13	360.0
EXPENSES							
TID #3 DISTRICT	11,265.77	0.00	100.0	112,657.46	135,189.00	110,968.50	17.9
TOTAL EXPENSES	11,265.77	0.00	100.0	112,657.46	135,189.00	110,968.50	17.9
TOTAL FUND REVENUES	5,100.93	6,484.58	27.1	51,009.14	61,211.00	281,573.13	360.0
TOTAL FUND EXPENSES	11,265.77	0.00	100.0	112,657.46	135,189.00	110,968.50	17.9
SURPLUS (DEFICIT)	(6,164.84)	6,484.58	(205.1)	(61,648.32)	(73,978.00)	170,604.63	(330.6)

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #4 DISTRICT
 FOR 10 PERIODS ENDING OCTOBER 31, 2019

DEPARTMENT DESCRIPTION	OCTOBER BUDGET	OCTOBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
TID #4 DISTRICT	7,893.85	1,693.17	(78.5)	78,938.30	94,726.00	130,589.04	37.8
TOTAL REVENUES	7,893.85	1,693.17	(78.5)	78,938.30	94,726.00	130,589.04	37.8
EXPENSES							
TID #4 DISTRICT	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TID #4 DISTRICT	226,330.12	1,182.50	99.4	2,263,300.76	2,715,961.00	259,312.77	90.4
TOTAL EXPENSES	226,330.12	1,182.50	99.4	2,263,300.76	2,715,961.00	259,312.77	90.4
TOTAL FUND REVENUES	7,893.85	1,693.17	(78.5)	78,938.30	94,726.00	130,589.04	37.8
TOTAL FUND EXPENSES	226,330.12	1,182.50	99.4	2,263,300.76	2,715,961.00	259,312.77	90.4
SURPLUS (DEFICIT)	(218,436.27)	510.67	(100.2)	(2,184,362.46)	(2,621,235.00)	(128,723.73)	(95.0)

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: REVOLVING LOAN FUND (STATE)
 FOR 10 PERIODS ENDING OCTOBER 31, 2019

DEPARTMENT DESCRIPTION	OCTOBER BUDGET	OCTOBER ACTUAL	VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	VARI- ANCE
REVENUES							
REVOLVING LOAN FUND (STATE)	382.18	2,023.37	429.4	3,821.64	4,586.00	11,155.09	143.2
TOTAL REVENUES	382.18	2,023.37	429.4	3,821.64	4,586.00	11,155.09	143.2
EXPENSES							
REVOLVING LOAN FUND (STATE)	941.67	0.00	100.0	9,416.66	11,300.00	250,005.00	(2112.4)
TOTAL EXPENSES	941.67	0.00	100.0	9,416.66	11,300.00	250,005.00	(2112.4)
TOTAL FUND REVENUES	382.18	2,023.37	429.4	3,821.64	4,586.00	11,155.09	143.2
TOTAL FUND EXPENSES	941.67	0.00	100.0	9,416.66	11,300.00	250,005.00	(2112.4)
SURPLUS (DEFICIT)	(559.49)	2,023.37	(461.6)	(5,595.02)	(6,714.00)	(238,849.91)	3457.4

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: SOLID WASTE ENTERPRISE
 FOR 10 PERIODS ENDING OCTOBER 31, 2019

DEPARTMENT DESCRIPTION	OCTOBER BUDGET	OCTOBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
SOLID WASTE ENTERPRISE FUND	41,460.85	42,094.25	1.5	414,608.30	497,530.00	460,954.50	(7.3)
TOTAL REVENUES	41,460.85	42,094.25	1.5	414,608.30	497,530.00	460,954.50	(7.3)
EXPENSES							
SOLID WASTE ENTERPRISE FUND	41,874.67	34,544.53	17.5	418,745.66	502,495.00	303,391.11	39.6
TOTAL EXPENSES	41,874.67	34,544.53	17.5	418,745.66	502,495.00	303,391.11	39.6
TOTAL FUND REVENUES	41,460.85	42,094.25	1.5	414,608.30	497,530.00	460,954.50	(7.3)
TOTAL FUND EXPENSES	41,874.67	34,544.53	17.5	418,745.66	502,495.00	303,391.11	39.6
SURPLUS (DEFICIT)	(413.82)	7,549.72	(1924.3)	(4,137.36)	(4,965.00)	157,563.39	(3273.4)

DATE: 11/12/2019
TIME: 11:35:17
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CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

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F-YR: 19

MUNICIPAL REPORT TOTALS
FOR 10 PERIODS ENDING OCTOBER 31, 2019

DEPARTMENT DESCRIPTION	OCTOBER BUDGET	OCTOBER ACTUAL	%	FISCAL	ANNUAL	FISCAL	%
			VAR-	YEAR-TO-DATE	BUDGET	YEAR-TO-DATE	VAR-
			ANCE			ACTUAL	ANCE
TOTAL MUNICIPAL REVENUES	1,920,019.12	293,692.42	(84.7)	19,200,186.76	23,040,225.00	16,986,419.35	(26.2)
TOTAL MUNICIPAL EXPENSES	2,055,330.01	958,120.13	53.3	20,553,272.98	24,663,933.00	15,326,257.12	37.8
SURPLUS (DEFICIT)	(135,310.89)	(664,427.71)	391.0	(1,353,086.22)	(1,623,708.00)	1,660,162.23	(202.2)

BEVERAGE OPERATOR LICENSE

1. Baxter, Tabitha L.
2. Healy, Denise A.
3. Laxo, Melissa S.

**CITY OF STURGEON BAY
STREET CLOSURE APPLICATION**

Name of Applicant: Sturgeon Bay Visitor Center
 Name of Event: Fine Art Fair
 Contact Phone #: 920 743 6246
 Date(s) of Event: May 22-24, 2020 Time: May 22 @ 9am - May 24 @ 5pm
 Estimated # of Attendees: 5000 +
 Specific Location: Third Ave from Oregon to Quincy, Pennsylvania
from Third to First, & Martin Park

- ☒ Attach map of requested street closure area including barricades location, tent/booth location, or any street obstruction. The map must be in final form.
- ☒ Attach Certificate of Insurance with the City listed as ADDITIONAL INSURED. Limits as follows: Commercial General Liability - \$1,000,000 each occurrence limit; Fire Damage Limit - \$50,000 any one fire; Medical Expense Limit - \$5,000 any one person; and Workers Compensation - As required by the State of Wisconsin.
- ☐ Temporary Beer and/or Wine license has been applied for, approximately four weeks prior to the event date, by a qualified organization and fee paid. (If applicable.)
- ☒ Hold Harmless Agreement has been signed of Officer(s) of Event/Organization.
- ☒ Agreement for Reimbursement of Expenses has been signed by Officer(s) of Event/Organization.
- ☐ If tents larger than 20 x 20 are used, must agree to contact the Fire Department for inspection, prior to event.

What arrangements are made for clean up? contract w/ city of Sturgeon Bay

Other comments or explanation: _____

Signature of Responsible Party: Carley Dukes, Carley Sarkis

Address: 36 S Third Ave, Sturgeon Bay, WI

Date Submitted: October 24, 2019

(Street Closure applications may not be submitted/approved more than 90 days in advance of event date.)

Approval:

Fire Chief:

Police Chief:

Comm. Dev:

Streets/Parks:

City Clerk:

Finance Dir:

City Engineer:

City Admin:

Date:

Date:

Date:

Date:

Date:

Date:

Date:

Date:

* SEE REVISIONS TO MAP
IN RED. *

Common Council Approval Date: _____

- ☐ Copy of Approved Street Closure Application sent to EMS Director.

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

We, the Finance/Purchasing & Building Committee, hereby recommend to extend the offer to purchase the City owned parcel on N. 14th Avenue from Ted Zieman until December 31, 2020.

Respectfully submitted,
FINANCE/PURCHASING & BUILDING
COMMITTEE
By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: October 29, 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: Revised Offer to Purchase – City Parcel on N. 14th Avenue – Zieman

Background: The City owns a parcel of land located on the west side of N. 14th Avenue just south of Evenson Laundry. It is 0.8 acre in size and was acquired in 1992. On September 3rd of this year the Common Council approved an offer to purchase by Ted Zieman in an amount of \$25,000. Mr. Zieman intended to construct a new office building to house the U.S. Coast Guard Marine Safety Detachment. His offer included his ability to get a contract with the USCG as a contingency.

Mr. Zieman informed the City that the USCG did not award a contract for the MSD office. They had wanted to find existing office space prior to seeking new construction. Since no bids for existing space were submitted, it is likely that the USCG will rebid the project.

Mr. Zieman is still interested in constructing a building on the City-owned parcel. Hence, he is proposing to extend the offer to purchase to the end of year 2020. He may still purchase and build even if the Coast Guard project doesn't happen. The extension includes the provision that if the City obtains a different offer to purchase the property, Zieman would get 72 hours to drop his contingencies and purchase the parcel for the \$25,000 price or else the City is free to sell the property to the other buyer.

Options: Among the City's options are the following:

1. Extend the offer to the end of year 2020 with the same terms as requested by Mr. Zieman.
2. Extend the offer but negotiate different terms such as increase in price or a payment to hold the property.
3. Reject the extension and continue to market the property.
4. Reject the extension and decide to hold onto this lot for time being.

Fiscal Impact: Assuming no initial payment is required, there wouldn't be any fiscal impact to extend the offer. Additionally, there is no guarantee that the site would actually be sold and built upon in the near future regardless whether the offer to purchase is extended or not.

Recommendation: There has not been significant interest from the development community in the site. Other than the proposal from Mr. Zieman, the only other near term possibility that staff believes has merit would be to see if the Door County Housing Partnership or another entity would be willing to construct attainable housing on the lot. Given that the Cherry Court lots have already been approved for that purpose, it may be some time before construction on the 14th Ave lot be ready to happen (assuming such group was interested). Therefore, staff recommends extending the offer to purchase from Ted Zieman to December 31, 2020.

Prepared by: Martin Olejniczak
Martin Olejniczak, Community Development Director

10-24-19
Date

Reviewed by: Val Clarizio
Val Clarizio, Finance Director

10/24/19
Date

Reviewed by: Josh Van Lieshout
Josh Van Lieshout, City Administrator

10/24/19
Date

From: Ted Zieman [mailto:ted@zestyscustard.com]
Sent: Wednesday, September 25, 2019 9:07 AM
To: Olejniczak, Marty; Richard Zieman
Cc: VanLieshout, Josh
Subject: Re: Property

Good morning,

Thank you for the thoughts on this.

Another option would be that we extend the offer out to expire at the end of 2020.

At that point there could be a bump clause that if someone else came in and wanted to develop it right away we either have the option to purchase or cancel the contract.

Sounds like we are all thinking of options so maybe a phone call next week would be good to talk them through.

Thank you very much for working with us on this.

Ted Zieman

From: "Olejniczak, Marty" <MOlejniczak@sturgeonbaywi.org>
Date: Tuesday, September 24, 2019 at 4:07 PM
To: 'Ted Zieman' <ted@zestyscustard.com>
Cc: "VanLieshout, Josh" <jvanlieshout@sturgeonbaywi.org>
Subject: RE: Property

Ted:

I met briefly with the mayor in regards to the status of the sale of the property. We are initially thinking that it might be possible to still sell the property to you with contingencies. The city will still want to see the site developed so perhaps there could be a timeline of say 2 years to construct a building with a buy back clause in case you are unable to do so. The mayor and I still want to discuss this with Josh, who is out this week, and it would require Finance Committee and Council approval.

It sounds like you also need time to think about the merits of the sale. So let's plan on contacting each other in a week or so if that is OK with you.

Marty

From: Ted Zieman [mailto:ted@zestyscustard.com]
Sent: Monday, September 23, 2019 12:49 PM
To: Olejniczak, Marty
Cc: VanLieshout, Josh
Subject: Re: Property

Good morning Marty and Josh,

I spoke with our agent today from the GSA who represents that US Coast Guard. Apparently, the process they took for this solicitation was to move into an existing building. That would have been "quick" and easy compared to working with a new building.

I was not made aware of that and the GSA agent did not know that either.

So right now, their solicitation is done. No one else was able to bid anything that would work for them, so they are currently staying where they are. However, our agent mentioned that they plan to reopen the solicitation in the summer to building a new building with someone.

The question we have now is- If we wanted to purchase the land for \$25,000 yet with no plans as to what to do with the property would the city allow it or be okay with it? The reason we would purchase it is to secure a possible spot for the US Coast guard come summer if they go out to bid again.

The unknown though is if that would actually happen, or if it would even be big enough. So in the end we might end up putting something else there or selling it. The reason I say it might not be big enough is they could come back with needing 7,000 sq ft now that it would be a new building.

Buying it right out is something that we are considering if it was allowed by the City. We would need a few days to think about it and do more research on if it was good to purchase that land with no use right now. We would probably buy that little section adjacent. Not the whole lot but that part that separates us from the road on the west side of the property.

Thank you for working with us on this and I hope that we can put something together at some point.

Ted Zieman

WB-40 AMENDMENT TO OFFER TO PURCHASE

CAUTION: Use a WB-40 Amendment if both Parties will be agreeing to modify the terms of the Offer.
Use a WB-41 Notice if a Party is giving a Notice which does not require the other Party's agreement.

1 Buyer and Seller agree to amend the Offer dated 8/26/2019, and accepted _____, for
2 the purchase and sale of real estate at .84 acres of vacant land known as Tax Parcel 281-4616080201, in the City of
3 Sturgeon Bay, Door County, Wisconsin, Wisconsin as follows:

4 Closing date is changed from NOV 2019, to December 31st, 2020.

5 Purchase price is changed from \$ _____ to \$ _____.

6 Other: 1) As to Lines 458-460, Buyer shall have until December 31, 2020, to secure it's agreement with the GSA and close this transaction.

7 2) If Seller accepts a bona fide secondary offer, Seller ~~may~~ ^{shall} give written notice to Buyer of acceptance. If Buyer does
8 not deliver to Seller a written waiver of all of its contingencies and within 72 hours of Buyer's actual receipt of said
9 notice, this Offer shall be null and void.

10
11 Contingency at Line 458 is also extended to December 31st 2020
12 Previously this was 90 days

13
14
15 Closing may happen sooner than December 31st 2020 if
16 Buyer secures lease with GSA + US Coast Guard.

27
28 The attached _____ is/are made part of this Amendment.

29 ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.

30 This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party
31 offering the Amendment on or before _____ (Time is of the Essence). Delivery

32 of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise provided
33 in this Amendment.

34 **NOTE:** The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and
35 delivery as provided at lines 30-33.

36 This Amendment was drafted by Karla Chase of QBS Law S.C. on 10/23/19
37 Licensee and Firm ▲ Date ▲

38 This Amendment was presented by _____ on _____
39 Licensee and Firm ▲ Date ▲

40 (X) [Signature] 10-24-19 (X) _____
41 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲
42 Print name ► Zieman Commercial Properties LLC Print name ► City of Sturgeon Bay

43 (X) [Signature] (X) _____
44 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲
45 Print name ► _____ Print name ► _____

46 This Amendment was rejected _____
47 Party Initials ▲ Date ▲ Party Initials ▲ Date ▲



ORDINANCE NO. _____

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

SECTION 1: Section 20.31(4)(b) of Municipal Code (Zoning Code) is hereby repealed and recreated as follows:

(b) *Surfacing.*

1. ~~Except for parking spaces and access driveways which serve single-family or two-family dwellings~~ Unless exempted, all parking spaces and access driveways shall be paved or otherwise surfaced with an all-weather surface within 12 months after occupancy. Any heavy equipment vehicular storage areas (such as those associated with truck terminals and contractor's garages) which are not open to the general public need not be paved, although said areas must be maintained in a durable and dustless condition. Any access driveway from a public street to such storage areas shall be paved with asphaltic, bituminous, or concrete surfacing. Acceptable surfacing materials shall include asphalt, concrete, brick, pavers or other permeable pavement approved by the City Engineer. The surface shall be capable of carrying a wheel load of 4,000 pounds.
2. The following shall be exempt from the surfacing requirement:
 - a. Parking spaces and access driveways which serve single-family or two-family dwellings.
 - b. Any heavy equipment vehicular storage areas (such as those associated with truck terminals and contractor's garages) which are not open to the general public need not be paved, although said areas must be maintained in a durable and dustless condition. Any access driveway from a public street to such storage areas shall be paved with asphaltic, bituminous, or concrete surfacing.
 - c. Parking lots and access driveways serving seasonal uses which operate no more than 180 consecutive days out of a calendar year shall be allowed to surface the parking area with compact stone or gravel. The site must be maintained in a durable and dustless condition. Access driveways shall extend a concrete apron five feet past any sidewalk or curbing improvements.

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

Approved:

Attest:

David Ward
Mayor

Stephanie L. Reinhardt
City Clerk

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 Single-Family Residential (R-2) to Planned Unit Development (PUD) and shall be subject to the site plan and requirements incorporated herein:

A tract of land consisting of Lots 1,2,3,4,14,15,16,17,18,19, and 20 of Block 4, Lots 1,2,3,4,5,6,7 and 8 of Block 7, the vacated right-of-way of West Redwood Street between Block 4 and Block 7, and the vacated alley between Lots 1-4, Block 4 and Lots 17-20, Block 4, all in Sorenson Addition, Section 7, Township 27 North, Range 26 East, City of Sturgeon Bay, Wisconsin, and more particularly described as follows.

Commencing at the northwest corner of Lot 10, Block 4 of Sorenson Addition, thence N 88°12'46" E along the southerly right-of-way line of West Pine Street 299.85 feet to the point of beginning, thence continue N 88°12'46" E along said southerly right-of-way line of West Pine Street 200.02 feet to the intersection with the westerly right-of-way line of South Madison Avenue, thence S 01°25'34" E along said westerly right-of-way line of South Madison Avenue 375.40 feet to the northeast corner of Lot 1, Block 7 of Sorenson Addition, thence continue southerly along the westerly right-of-way line of South Madison Avenue 150 feet more or less to the southeast corner of Lot 1, Block 7 of Sorenson Addition, thence westerly along northerly line of an alley 400 feet more or less to the southwest corner of Lot 8, Block 7 of Sorenson Addition, thence northerly along the westerly line of Lot 8, Block 7 of Sorenson Addition 150 feet more or less to the northwest corner of Lot 8, Block 7 of Sorenson Addition, thence easterly along said southerly right-of-way line of West Redwood Street 100 feet more or less to the northeast corner of Lot 7, Block 7 of Sorenson Addition, thence northerly 60 feet more or less to the southeast corner of Lot 14, Block 4 of Sorenson Addition, thence S 88°13'01" W along the northerly right-of-way line of West Redwood Street 50 feet more or less to the southwest corner of Lot 14, Block 4 of Sorenson Addition, thence N 01°19'32" W 149.63 feet to the northwest corner of Lot 14, Block 4 of Sorenson Addition, thence N 88°14'15" E along the southerly right-of-way line of an alley 149.97 feet to the northwest corner of Lot 17, Block 4 of Sorenson Addition, thence N 01°52'49" W 165.81 feet to the point of beginning, containing 3.7 acres of land more or less.

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

- A. **Underlying Zoning:** The underlying zoning district shall be Multiple-Family Residential District (R-4). The permitted uses and other zoning requirements of the underlying district shall apply, except as otherwise indicated under the PUD requirements shown below. If the PUD lapses under s. 20.24(9) of the zoning code, the zoning classification of the property will revert to the R-4 zoning district.
- B. **Permitted Uses:** In addition to the permitted and conditional uses of the R-4 district, the following uses shall be specifically permitted:
1. Multiple-family dwellings provided such dwellings are consistent with the approved final PUD development plans.
 2. Business incubator provided the extent of such use is consistent with the approved final PUD development plans and provided that there are no on-site retail sales.
- C. **PUD Requirements:** The requirements of the underlying R-4 district shall apply except the following requirements shall apply:
1. Density. The minimum lot area per multiple-family dwelling unit shall be 2,720 square feet (approximately 16 units per acre).
 2. Street Yard. The minimum street yard for new principal buildings shall be 20 feet along Madison Avenue and 25 feet along other streets.
 3. Outdoor Lighting. Any exterior lighting shall be designed with cutoff fixtures to reflect light away from adjacent parcels and public streets, and away from the night sky.
 4. Street Trees. The requirements of s. 8.07(10) of the municipal code shall apply, but the location of required street trees may be located outside of the street right-of-way, if approved by the City Forester.

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

Approved:

Attest:

David Ward
Mayor

Stephanie L. Reinhardt
City Clerk

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

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the offer to purchase the West Side Field by Northpointe Development Corporation.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: November 12, 2019

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

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

EXECUTIVE SUMMARY

Offer to Purchase West Side Field by Northpointe Development Corporation

Background: Northpointe Development Corporation, represented by Andy Dumke, has submitted an offer to purchase the city-owned property known as the West Side Field at 37 W. Redwood Street. Northpointe is proposing an affordable housing project that involves the West Side School property and a large portion of the West Side Field adult softball facility. The former school is privately owned and the developer has already obtained an option to purchase it. But he needs to acquire the option for the City-owned land. Sales of City-owned property are reviewed by the Finance/Purchasing & Building Committee.

The concept for redevelopment of the West Side Field was presented to the Finance Committee on July 30th and the Committee recommended continuing to work with Northpointe Development on the project. The proposed project has subsequently gone through the zoning approval process for several months. On November 5th the Common Council approved the recommendation from the Plan Commission to approve the Planned Unit Development (PUD) for the project. The Council also adopted the 1st reading of the PUD rezoning ordinance. The second reading is slated for November 19th.

In addition to the zoning and development aspects of the project, the financial aspects of the project have been evolving. The latest iteration of the financing for the project, as provided by the developer, identifies the costs being covered by a combination of low-income housing tax credits through the Wisconsin Housing and Economic Development Authority (WHEDA), historic preservation tax credits, and private equity.

In addition, there is a proposal from Door County to provide \$1.4 Million in community development block grant (CDBG) funds for the project, or give its CDBG funds to the City to provide the funds to the project. The County's funding is a result of state-mandated changes to the county's revolving loan fund (RLF) program, which was funded through the CDBG program. The state is requiring the County to end its RLF program and give the funds back to the state. The County can then apply for a grant for a CDBG qualifying project in the amount of the funds returned. The affordable housing project proposed by Northpointe qualifies for the CDBG funds.

Assuming the County CDBG funds are applied to the project and the various tax credits are awarded, the developer would have the financing in place and could commence the project. To apply for the WHEDA tax credits, the project needs to have zoning in place and the developer needs to have site control via an option to purchase or other mechanism.

In recognition that the softball facility has both real estate value and social value, the sale price in the offer is for \$850,000. The amount is calculated to reflect the land value of the property and the cost of replacing the softball field. Due to the nature of the development as a Section 42 affordable housing project, however, the developer is unable to make the payment at the outset. Rather, they would commit to a payment using the proceeds from the sale of the project at the time the tax credit investors are bought out. This happens 15 years after occupancy of the building. An interest rate of 3.68% annually would be applied, which is the ten year average federal prime rate. The actual payment from the developer would then be \$1,319,200.

The offer to purchase includes the provision that the purchase would be in the form of a second mortgage. The City would be in second position to the bank mortgage on the property. This means that in the unlikely event that the sale of the project doesn't generate enough revenue, the payment to the City could be less than anticipated. But the offer does guarantee that the funds to the City will be at least \$875,000.

The proposal is for the entire city-owned property north of the alley (it does not include the skate park). The developer has indicated that a second project geared toward senior housing is a possibility, but is not required to implement the initial project. Hence, the Finance Committee and Council can decide whether to sell the entire property, just the land needed for the proposed project, or the initial project land plus an option for the remaining land. If the city elects to only sell the land needed for the currently proposed project, the purchase price could be reduced. If this is desired, staff suggests a \$50,000 reduction, which could be the sale price for the remaining land if Phase 2 is proposed and approved.

Fiscal Impact: The sale of the property and the development of the affordable housing as proposed would create property value, resulting in approximately \$20,500 in annual City property tax. The City would also receive the sale price with interest after 15 years in the anticipated amount of \$1,319,200. While the City would not be obligated to replace the softball facility, the Council to date has indicated its desire to do so. A formal replacement plan or cost estimate has not been devised yet, however, the City has budgeted \$275,000 for the replacement project.

Recommendation: The recent Door County Housing Study, commissioned in part by the City, shows a need for affordable housing in Sturgeon Bay. The sale of the property is a necessary step to the creation of the proposed 40 affordable units. The sale is also a prerequisite for WHEDA affordable housing tax credits, historic preservation tax credits, and CDBG funds being allocated within our City. The project also preserves the West Side School, an iconic structure with historical value to many of the residents of Sturgeon Bay. The sale price is sufficient to cover the land value and also cover (or at least assist) with the cost of replacing the softball field. Therefore, staff recommends approval of the offer to purchase the West Side Field by Northpointe Development Corporation.

Prepared by: Martin Olejniczak
Martin Olejniczak
Community Development Director

Date 11/7/19

Reviewed by: Val Clarizio
Val Clarizio
Finance Director

Date 11/7/19

Reviewed by: Josh Van Lieshout
Josh Van Lieshout
City Administrator

Date 11/7/19

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON November 7, 2019 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~

3 **GENERAL PROVISIONS** The Buyer, Northpointe Development Corporation and/or Assigns

4 _____, offers to purchase the Property

5 known as [Street Address] 37 West Redwood Street (legal description attached on Addendum B)

6 in the City _____ of Sturgeon Bay _____, County of Door _____, Wisconsin (Insert

7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ **PURCHASE PRICE:** \$850,000 due to the City of Sturgeon Bay 15 years after receipt of Certificate of Occupancy with interest

9 of 3.68% annually, equal to \$1,319,200 in year 15 per attached Addendum A Dollars (\$ _____).

10 ■ **EARNEST MONEY** of \$ 0 _____ accompanies this Offer and earnest money of \$ 0 _____

11 will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or

12 _____.

13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all fixtures on the Property on the

15 date of this Offer not excluded at lines 18-19, and the following additional items: _____

16 _____

17 _____

18 ■ **NOT INCLUDED IN PURCHASE PRICE:** _____

19 _____

20 **CAUTION:** Identify fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented

21 and will continue to be owned by the lessor.

22 **NOTE:** The terms of this Offer, not the listing contract or marketing materials, determine what items are

23 included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.

24 ■ **ZONING:** Seller represents that the Property is zoned: Single family residential R-2

25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical

26 copies of the Offer.

27 **CAUTION:** Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines

28 running from acceptance provide adequate time for both binding acceptance and performance.

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on

30 or before November 20, 2019 _____, Seller may keep the Property on the

31 market and accept secondary offers after binding acceptance of this Offer.

32 **CAUTION:** This Offer may be withdrawn prior to delivery of the accepted Offer.

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (■) ARE PART OF THIS

34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"

35 OR ARE LEFT BLANK.

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and

37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if

39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): _____

41 Buyer's recipient for delivery (optional): _____

42 ☐ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:

43 Seller: (_____) Buyer: (_____) _____

44 ☐ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a

45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for

46 delivery to the Party's delivery address at line 49 or 50.

47 ☐ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,

48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: _____

50 Delivery address for Buyer: _____

51 ☒ (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line

52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for

53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically

54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): jvanlieshout@sturgeonbaywi.org

56 E-Mail address for Buyer (optional): andy@allianceddevelopment.biz

57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller

58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
64 notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those
65 identified in the Seller's disclosure report dated N/A, which was received by Buyer prior to
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
67 and _____

68 _____
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than March 31, 2021 and not before October 1, 2020
71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
74 assessments, fuel and _____

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

77 Real estate taxes shall be prorated at closing based on **[CHECK BOX FOR APPLICABLE PRORATION FORMULA]:**

78 ☒ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
80 APPLIES IF NO BOX IS CHECKED)

81 ☐ Current assessment times current mill rate (current means as of the date of closing)

82 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

84 ☐ _____
85 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
86 **substantially different than the amount used for proration especially in transactions involving new construction,**
87 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
88 **regarding possible tax changes.**

89 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
90 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
96 (written) (oral) **STRIKE ONE** lease(s), if any, are _____
97 _____

98 ☐ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**
108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**
109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**
110 **Parties agree this provision survives closing.**

111 ☐ **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
120 local DNR forester or visit <http://www.dnr.state.wi.us>.

FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.

CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.

USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section or visit <http://www.revenue.wi.gov/>.

FARMLAND PRESERVATION: Rezoning a property zoned farmland preservation to another use or the early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

SHORELAND ZONING ORDINANCES: All counties must adopt shoreland zoning ordinances that meet or are more restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

BUYER'S PRE-CLOSING WALK-THROUGH: Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING: Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

DEFINITIONS

■ ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.

■ CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION: "Conditions Affecting the Property or Transaction" are defined to include:

- a. Proposed, planned or commenced public improvements or public construction projects which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
- b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- c. Land division or subdivision for which required state or local approvals were not obtained.
- d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90) (where one or both of the properties is used and occupied for farming or grazing).
- g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including, but not limited to, gasoline and heating oil.
- j. A defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.
- k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned according to applicable regulations.

(Definitions Continued on page 5)

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$_____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$_____. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to reflect interest changes.

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or 526-534 or in an addendum attached per line 525.

BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 192. Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.

CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. **BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.

DEFINITIONS CONTINUED FROM PAGE 3

- 245 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
 246 closed/abandoned according to applicable regulations.
- 247 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
 248 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
 249 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
 250 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
 251 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 252 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
 253 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
 254 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 255 q. Lack of legal vehicular access to the Property from public roads.
- 256 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
 257 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
 258 a part of Property by non-owners, other than recorded utility easements.
- 259 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
 260 impose assessments against the real property located within the district.
- 261 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 262 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
 263 Property, or proposed or pending special assessments.
- 264 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 265 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 266 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 267 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 268 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
 269 injuries or disease in livestock on the Property or neighboring properties.
- 270 aa. Existing or abandoned manure storage facilities on the Property.
- 271 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
 272 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 273 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
 274 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
 275 (see lines 139-145).
- 276 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
 277 charge or the payment of a use-value conversion charge has been deferred.
- 278 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
 279 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
 280 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
 281 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
 282 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
 283 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
 284 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
 285 closing, expire at midnight of that day.
- 286 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
 287 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
 288 significantly shorten or adversely affect the expected normal life of the premises.
- 289 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
 290 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
 291 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
 292 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
 293 docks/piers on permanent foundations.
- 294 ■ **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 295 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 296 ■ **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
 297 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
 298 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
 299 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
 300 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
 301 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
 302 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
 303 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
 304 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 ☐ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____
 307 _____

308 [Insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
 309 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
 310 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
 311 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
 312 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

313 **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
 314 ☐ **STRIKE ONE** ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____
 315 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

316 **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ☐ **STRIKE ONE** ("Buyer's" if neither
 317 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
 318 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
 319 development.

320 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
 321 upon Buyer obtaining, at (Buyer's) (Seller's) ☐ **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written evidence from
 322 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
 323 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
 324 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
 325 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 ☐ **CHECK**
 326 **ALL THAT APPLY:** ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank;
 327 ☐ other: _____

328 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ☐ **STRIKE**
 329 **ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
 330 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
 331 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

332 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ☐ **STRIKE ONE** ("Buyer's" if
 333 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
 334 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
 335 proposed use: _____
 336 _____

337 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ☐ **STRIKE ONE** ("Buyer's" if neither
 338 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
 339 the lot line, across the street, etc.) ☐ **CHECK AND COMPLETE AS APPLICABLE:** ☐ electricity _____;
 340 ☐ gas _____; ☐ sewer _____; ☐ water _____;
 341 ☐ telephone _____; ☐ cable _____; ☐ other _____

342 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ☐ **STRIKE ONE**
 343 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
 344 roads.

345 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ☐ **STRIKE ONE** ("Buyer's" if
 346 neither is stricken) expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐
 347 occupancy permit; ☐ other _____ ☐ **CHECK ALL THAT APPLY**, and delivering
 348 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
 349 use described at lines 306-308.

350 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ☐ **STRIKE ONE** ("Seller
 351 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
 352 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) ☐ **STRIKE ONE** ("Seller's" if neither is stricken)
 353 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
 354 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
 355 if any, and: _____

356 ☐ **STRIKE AND COMPLETE AS APPLICABLE** Additional map features which may be added include, but are not limited to:
 357 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
 358 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
 359 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
 360 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
 361 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
 362 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
 363 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
 366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
 367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION:** Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage
 369 information if material to Buyer's decision to purchase.

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
 372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
 373 otherwise disbursed as provided in the Offer.

374 **CAUTION:** Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the
 375 Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special
 376 disbursement agreement.

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
 378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
 379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
 380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
 381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
 382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
 384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
 385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
 386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
 388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
 389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
 390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
 391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
 392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
 393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
 394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
 395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
 397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
 398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
 399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
 400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
 401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
 403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
 404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

405 ☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
412 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
413 Offer except: _____.

414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and _____
424 _____
425 _____
426 _____

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE**
433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding _____ days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer.

450 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

452 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special
453 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are
454 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)
455 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all
456 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact
457 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

458 **ADDITIONAL PROVISIONS/CONTINGENCIES** See attached Addendum B which is incorporated herein and made a part of
459 this offer.
460 _____
461 _____
462 _____
463 _____
464 _____

465 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
466 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the
467 defaulting party to liability for damages or other legal remedies.

468 If Buyer defaults, Seller may:

- 469 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for
471 actual damages.

472 If Seller defaults, Buyer may:

- 473 (1) sue for specific performance; or
474 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

485 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
486 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and
487 inures to the benefit of the Parties to this Offer and their successors in interest.

488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

496 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**
497 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**
498 **material terms of the contingency.**

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
502 to the Wisconsin Department of Natural Resources.

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

512 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written
513 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).
514

515 **CAUTION:** A proposed amendment is not a notice of defects and will not satisfy the requirements of the
516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

517 Buyer had actual knowledge or written notice before signing this Offer.
518 ■ **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES**

527 _____

528 _____

529 _____

530 _____

531 _____

532 _____

533 _____

534 _____

535 This Offer was drafted by [Licensee and Firm] _____
536 _____ on _____

537 (x) _____
538 Buyer's Signature▲ Print Name Here▶ Northpointe Development Corporation by Andy Dumke Date▲ _____

539 (x) _____
540 Buyer's Signature ▲ Print Name Here ► Date ▲

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 _____ Broker (by) _____

542 _____
543 SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER
544 SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON
545 THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

546 (X) _____
547 Seller's Signature ▲ Print Name Here ► Date ▲

548 (x) _____
549 Seller's Signature ▲ Print Name Here ► Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] _____

551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Addendum A

Vacant Land - City of Sturgeon Bay

Purchase Price \$850,000
Interest Rate 3.68%

	Beginning Balance	Interest	Balance with Accrued Interest
Year 1	\$850,000.00	\$31,280.00	\$881,280.00
Year 2	\$881,280.00	\$31,280.00	\$912,560.00
Year 3	\$912,560.00	\$31,280.00	\$943,840.00
Year 4	\$943,840.00	\$31,280.00	\$975,120.00
Year 5	\$975,120.00	\$31,280.00	\$1,006,400.00
Year 6	\$1,006,400.00	\$31,280.00	\$1,037,680.00
Year 7	\$1,037,680.00	\$31,280.00	\$1,068,960.00
Year 8	\$1,068,960.00	\$31,280.00	\$1,100,240.00
Year 9	\$1,100,240.00	\$31,280.00	\$1,131,520.00
Year 10	\$1,131,520.00	\$31,280.00	\$1,162,800.00
Year 11	\$1,162,800.00	\$31,280.00	\$1,194,080.00
Year 12	\$1,194,080.00	\$31,280.00	\$1,225,360.00
Year 13	\$1,225,360.00	\$31,280.00	\$1,256,640.00
Year 14	\$1,256,640.00	\$31,280.00	\$1,287,920.00
Year 15	\$1,287,920.00	\$31,280.00	\$1,319,200.00

Addendum B to the Offer to Purchase

Addendum attached to and made part of the Offer to Purchase dated November 7, 2019 made by the buyer, Northpointe Development Corporation with respect to the property at 37 West Redwood Street, Sturgeon Bay, Wisconsin.

Legal Description of Property:

A tract of land consisting of part of Lots 15,16,17,18 and 19 of Block 4, part of the vacated right-of-way of West Redwood Street between Block 4 and Block 7, and Lots 1,2,3,4,5,6,7 and 8, Block 7, all in Sorenson Addition, Section 7, Township 27 North, Range 26 East, City of Sturgeon Bay, Wisconsin, and more particularly described as follows:

Commencing at the northeast corner of Lot 1, Block 7 of Sorenson Addition being a point on the westerly right-of-way line of South Madison Avenue located S 01°25'34" E 375.40 feet from the intersection with the southerly right-of-way line of West Pine Street, thence along the southerly boundary of a tract recorded in Document No. 685404, Volume 1065 of Deeds, Page 665 as follows: S 88°13'01" W 35.30 feet, N 38°30'51" W 96.16 feet, N 62°58'59" W 80.74 feet, S 79°53'01" W 119.96 feet, S 01°19'32" E 38.58 feet, and S 88°13'01" W 16 feet more or less to the southwest corner of Lot 15, Block 4 of Sorenson Plat, thence southerly 60 feet more or less to the northeast corner of Lot 7, Block 7 of Sorenson Plat, thence westerly along the southerly right-of-way line of West Redwood Street 100 feet more or less to the northwest corner of Lot 8, Block 7 of Sorenson Plat, thence southerly 150 feet more or less to the southwest corner of Lot 8, Block 7 of Sorenson Plat, thence easterly 400 feet more or less along the northerly line of an alley to the southeast corner of Lot 1, Block 7 of Sorenson Addition, thence northerly along the westerly right-of-way line of South Madison Avenue 150 feet more or less to the point of commencement, containing 1.9 acres of land more or less.

Contingencies: Buyer's obligation to close this transaction is contingent upon the following:

A. Buyer obtaining any other approvals from appropriate local, state or federal governments or government agencies having jurisdiction over the Property and all necessary support, permits, and licenses necessary for the Buyer's proposed use of an approximately 40-unit multi-family affordable housing project. This contingency shall be waived by Buyer in writing by 12/31/20 or this Offer shall be null and void.


B. Buyer shall obtain a Phase I Environmental Report, at Buyer's expense, satisfactory to Buyer. This contingency shall be waived in writing by 6/15/20 or this Offer shall be null and void.

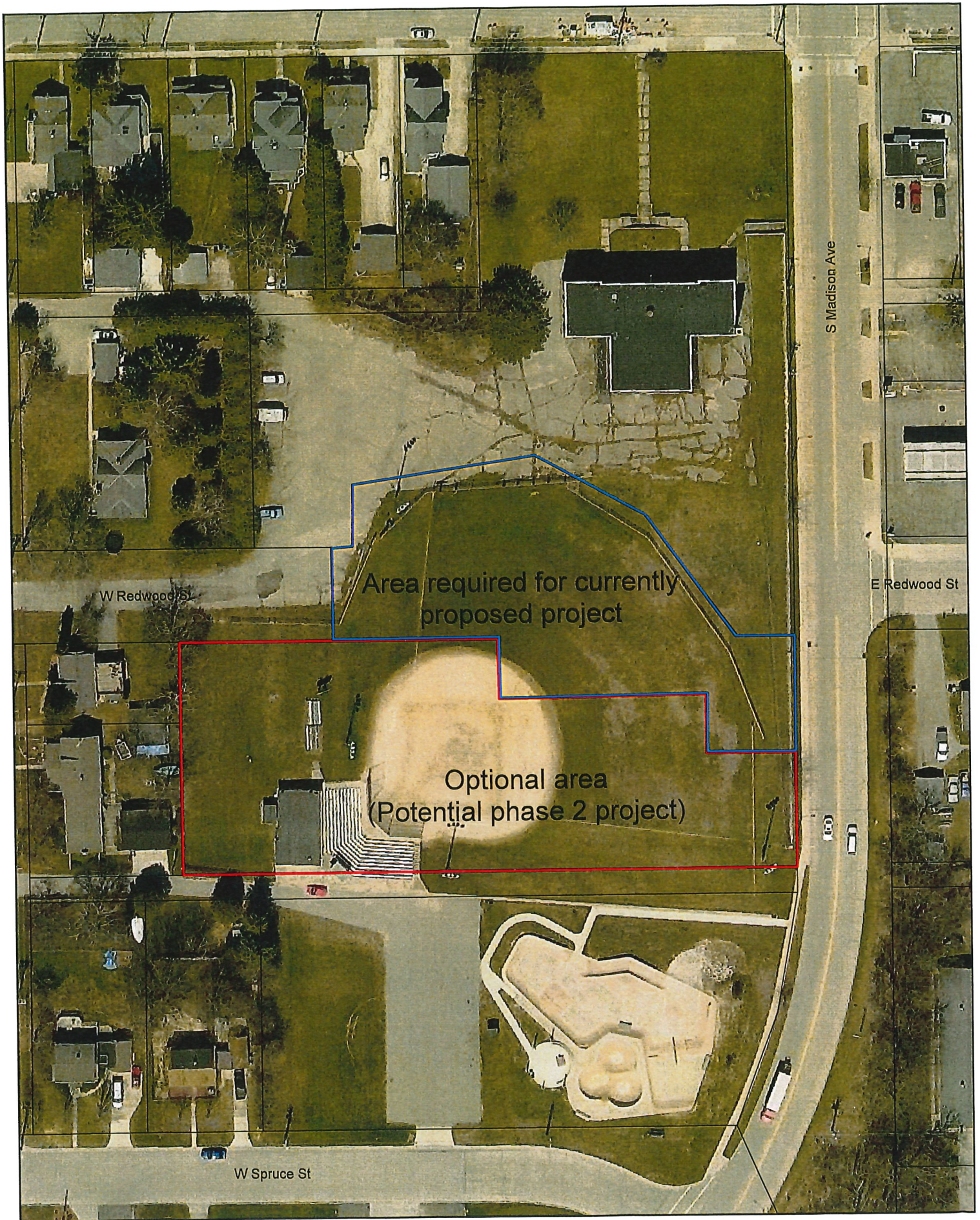
C. Buyer obtaining approval for Buyer's application for certain WHEDA tax credits for the proposed use from the State of Wisconsin. This contingency shall be waived in writing by Buyer by 4/15/20 or this Offer shall be null and void.

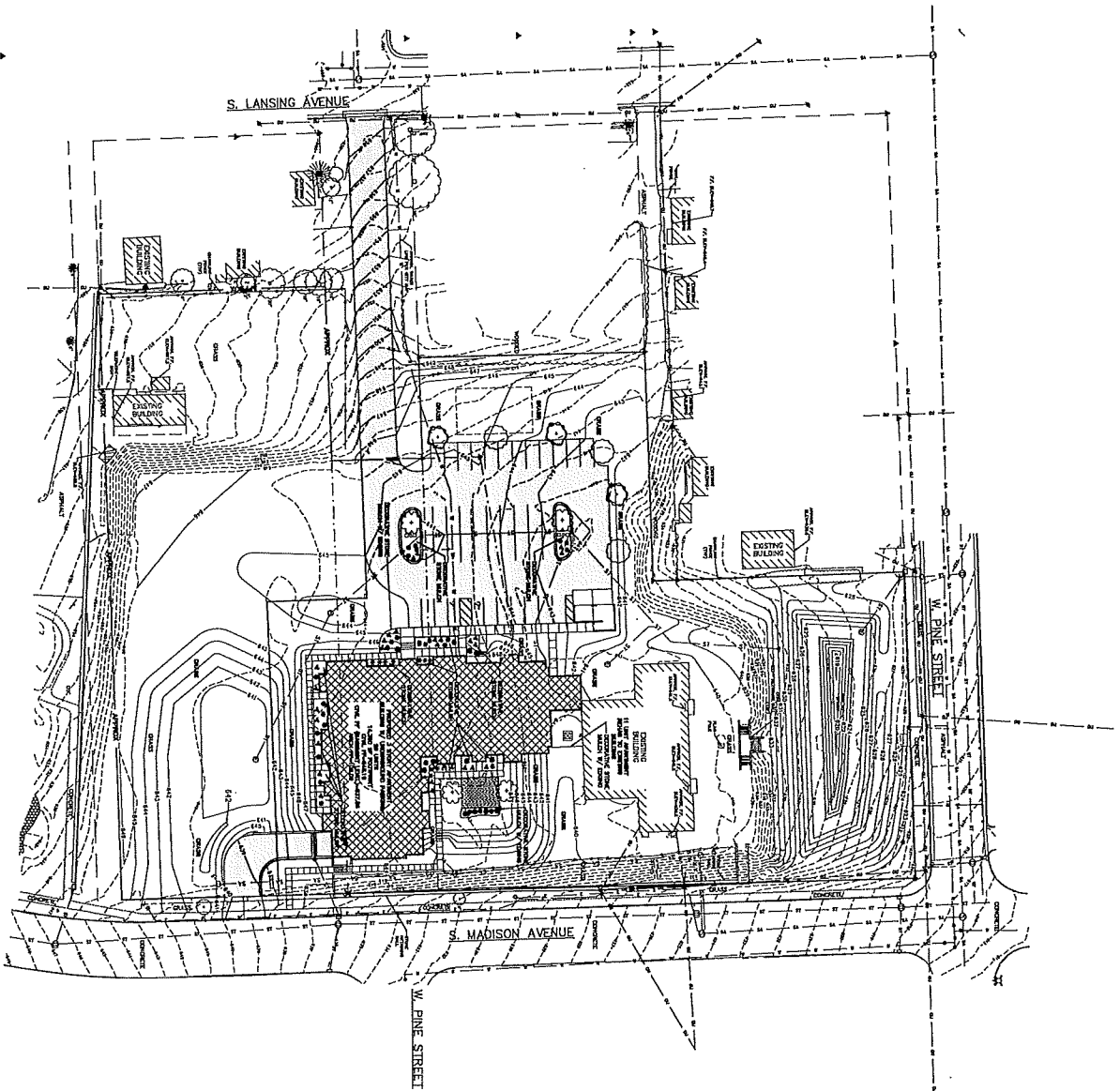
D. Buyer and Seller mutually agree upon a second mortgage as shown on Addendum A stating that the City of Sturgeon Bay will receive net proceeds after the first mortgage of \$1,288,000 up to the balance with accrued interest upon year of sale, subject to a minimum payment of \$875,000.

The Offer and Addendum constitute the complete Agreement between the parties with respect to the purchase of the property. The Offer shall not be amended in any form whatsoever, unless such amendment is in writing and duly signed by all parties. Each party acknowledges that it has carefully read and fully understands all provisions of the Offer. Neither party has relied on the statements made by the other party regarding the interpretation or legal effect of the Offer.

THE PARTIES ACKNOWLEDGE AND AGREE THAT THE TERMS OF THIS ADDENDUM ARE INCORPORATED AND MADE A PART OF THE OFFER TO WHICH IT IS ATTACHED.

 11/7/19
(Buyer's Signature) ▲ Northpointe Development Corp. (Date) ▲ (Seller's Signature) ▲ (Date) ▲





LANDSCAPING NOTES				
SIGNAL	CORNER NAME	SPACING	PLANTED	QUANTITY
			2022	
SOUTHWEST CORNER				
1	Signal - Westwood	10' x 10'	2	2
2	Westwood - Signal	10' x 10'	2	2
3	Signal - Westwood	10' x 10'	2	2
4	Westwood - Signal	10' x 10'	2	2
NORTHWEST CORNER				
1	Signal - Westwood	10' x 10'	2	2
2	Westwood - Signal	10' x 10'	2	2
3	Signal - Westwood	10' x 10'	2	2
4	Westwood - Signal	10' x 10'	2	2
SOUTHWEST CORNER				
1	Signal - Westwood	10' x 10'	2	2
2	Westwood - Signal	10' x 10'	2	2
3	Signal - Westwood	10' x 10'	2	2
4	Westwood - Signal	10' x 10'	2	2
NORTHWEST CORNER				
1	Signal - Westwood	10' x 10'	2	2
2	Westwood - Signal	10' x 10'	2	2
3	Signal - Westwood	10' x 10'	2	2
4	Westwood - Signal	10' x 10'	2	2

Executive Summary

Date: November 11, 2019

Title: Recommendation to conduct a goose harvest within the parks of the City of Sturgeon Bay in the summer of 2020.

Background: Resident goose populations continue to grow in our city parks and other areas throughout the city. We once again need to decrease their numbers to keep our parks enjoyable for visitors. The Parks Department spends an estimated 40-50 personnel hours per month through the summer months removing goose excrement from piers, docks, and tennis courts. The "Goose Roundup" has been a success to date and offers relief for the summer months. The roundup has also benefited in reducing the amount of E.coli contamination at the city's beaches resulting in fewer beach closures. The roundup takes place in early July and is usually held in Sunset Park, Memorial Drive and Otumba Park if needed. Once the geese are rounded up the adults are taken to a USDA approved processing facility where they are processed and tested. The meat is then picked by a member of the Parks and Recreation staff and taken to a local food bank. The local food bank typically receives over 100 pounds of healthy protein for the community. The juvenile birds are taken to a wildlife refuge in central Wisconsin. The City did not execute the roundup during the summer of 2019. The water levels were so high that the majority of nesting habitat was underwater which reduced the number of geese in the City.

Fiscal Impacts: \$ 7500 Budgeted annually, the City has had success receiving grant funding through the WI DNR thus recouping 50% of what the city's expenditure.

Recommendation: The staff highly recommends approving another goose roundup to keep the goose population to a reasonable level. Even with the removal of geese from the city there are still several remaining for everyone to appreciate but not so many that they are a nuisance.

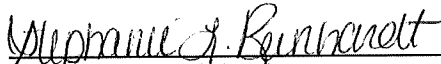
Prepared By:



Mike Barker
Municipal Services Director

Date: 11 Nov 2019

Reviewed By:



Stephanie L. Reinhardt
City Clerk/Human Resources Director

Date: 11/11/19

Reviewed By:



Josh VanLieshout
City Administrator

Date: 11/11/19

Resolution No.

Resolution Approving Application for Urban Wildlife Damage Abatement and Control Grant

WHEREAS, the City of Sturgeon Bay authorizes the grant application to the Wisconsin Department of Natural Resources for Urban Wildlife Damage Abatement and Control; and

WHEREAS, The City of Sturgeon Bay has every intent to carry out all proposed activities described within the application and appoints the Municipal Services Director the authorized representative for the project; and

WHEREAS, The City of Sturgeon Bay grants WI DNR employees access to inspect all planned operations proposed in said application; and

WHEREAS, The City of Sturgeon Bay will maintain all appropriate records to document all expenditures made during and for the Urban Wildlife Damage Abatement and Control program, and will submit to the WI DNR a final report describing all urban wildlife damage control program activities, achievements, and problems, comparing the activities and objectives proposed in The City of Sturgeon Bay's application; and

WHEREAS, The City of Sturgeon Bay commits to implement the approved project within two years of the date the grant was signed, otherwise the WI DNR may terminate the grant, and The City of Sturgeon Bay shall repay the WI DNR its grant money that was not spent or that was inappropriately spent plus interest at 5% annually accrued within three years of the date the grant agreement was executed; and

WHEREAS, The City of Sturgeon Bay does hereby appropriate a matching allocation for such projects and such appropriation shall continue as long as state matching aids are available, or until this resolution is modified by this Board.

NOW, THEREFORE, BE IT RESOLVED that The City of Sturgeon Bay proceed with the Urban Wildlife Damage Abatement and Control Grant to implement the project.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be forwarded to the Wisconsin Department of Natural Resources.

Introduced this ____ day of _____, 2019

Passed and adopted this ____ day of _____, 2019

Moved by Alderperson _____, seconded by Alderperson _____ to adopt.

Passed by the Common Council this ____ day of _____, 2019

Vote: Ayes: Noes:



Josh VanLieshout
City Administrator

Memorandum

To: City of Sturgeon Bay Mayor and Common Council
From: Josh Van Lieshout, Administrator, Stephanie Reinhardt, City Clerk/Human Resources Director; Val Clarizio, Treasurer/Finance Director
Cc: File
Date: November 14, 2019

Issue: Health Insurance—Resolution joining Wisconsin department of Employee Trust Funds

Background

Throughout the preparation of the 2020 Budget, staff have shared concerns about the City's health insurance premium renewal rate. Our concerns were well-founded as the City was quoted a 46% increase in premiums from Network Health for 2020. This, of course is untenable and not in the best interest of either the City or City employees.

In anticipation for what was expected to be a substantial premium increase, staff set out to explore other insurance providers, plan designs, and cost distribution scenarios. The options investigated can best be summarized as follows:

1. Renew with the current plan and design;
2. Seek new insurers for the current plan design;
3. Seek new insurers and modify the plan design.

In order to research our options, the City engaged the services of their insurance advisors, McClone. McClone solicited quotes from multiple vendors, including Network, Dean, and United Health.

In addition, City staff made contact with the Wisconsin Department of Employee Trust Funds (ETF) as they offer health insurance options to employers enrolled in the retirement system. All State and UW employees as well as many municipal employers and employees utilize this medical insurance option.

The evaluation of the various plans and options considered the following factors; provider network, choice, stability, deductible/copay/coinsurance features, and cost. All plans evaluated are considered high deductible plans.

Each of the plans reviewed had local and regional providers in their network. Some plans offered specialty hospitals and clinics such as Froedert and Children's Hospital while others did not. Only one provider, the State ETF, offered plans that gave employees a choice of health care providers.

Discussion

After longtime health insurance provider WPPI Benefit Plan Trust disbanded, the City of Sturgeon Bay began a pattern of annually going to the marketplace for health insurance coverage for employees. Each year the City and its employees have gone through the budget process without certainty about provider networks, premiums, and plan design. While the City has become rather adept at managing and weathering the unpredictability of the health insurance marketplace, doing so is creating greater uncertainty and risk as we attempt to develop future strategies. With uncertainty and unpredictability, budgets are prepared to buffer worst case scenarios, thus contingently committing funds rather than putting those funds to work for our constituents. As we learned this year, sometimes the worst-case scenario that is planned for isn't the worst case. This is an effect of the health insurance renewal and budgeting cycles. Stability and predictability are important for developing long term budget and operations strategies as well as for retention and recruitment.

Joining the plans offered through ETF places City and Utility employees in a larger pool with substantially greater bargaining power. Inclusion in a pool as large as the State helps mitigate the risk of wild swings in future health insurance renewals for the employer and employees.

While the City's preferred program choice through ETF includes high deductible plans, the plan does offer a choice of providers to the insureds. If an employee chooses a higher cost plan he/she pays the upcharge over the lowest cost option. This will help employees who have medical needs that require specialized treatment continue their relationship with their physicians while allowing others lower cost options.

In joining ETF the City would have the best opportunity to address health insurance procurement issues for the foreseeable future and remove an element of uncertainty from the budget.

The plan for the first year does carry a surcharge of 40%, which decreases in year two to 20%. By the third year in the program, employee and employer pay the standard rate premium. The intent of the surcharge is to provide sufficient funds to mitigate unquantified risk due to both poor claims experience as well as the lack of detailed claims experience for our groups due to SBU's previous community rating. Sturgeon Bay Utilities and the City will be partnering in joining the program, SBU has passed a resolution similar to that proposed for the Common Council's consideration.

Both Police and Fire Labor Unions are aware of the City considering joining ETF. Provider and plan design is not a subject of collective bargaining, neither has objected and police have been supportive.

Finally, as the City has an aging employee base, I expect we will have to continue to compete for employees with interest in public service, being a part of ETF is an attractive benefit.

Recommendation

Procuring health insurance has become more and more challenging for the City of Sturgeon Bay. We face many challenges including relatively small pool size, an aging workforce with the associated risk, and budgeting and budget timing, therefore it is recommended that the City join the State ETF health insurance program.



Resolution for Inclusion Under the Wisconsin Public Employers' Group Health Insurance Program

Wisconsin Department
of Employee Trust Funds
PO Box 7931
Madison WI 53707-7931
1-877-533-5020 (toll free)
Fax 608-267-4549
etf.wi.gov

RESOLVED, by the Common Council of the City of Sturgeon Bay
(Governing Body) (Employer Legal Name)

that pursuant to the provisions of Wis. Stat. § 40.51 (7) hereby determines to offer the Wisconsin Public Employers (WPE) Group Health Insurance Program to eligible personnel through the program of the State of Wisconsin Group Insurance Board (Board), and agrees to abide by the terms of the program as set forth in the contract between the Board and the participating health insurance providers.

All participants in the WPE Group Health Insurance Program will need to be enrolled in a program option. An employer may elect participation in program options listed below, **with each program option to be offered to different employee classifications (pursuant to collective bargaining). Individual employees cannot choose between program options.**

We choose to participate in the: (check applicable options)

- ☐ Traditional HMO-Standard PPO W/ Dental, P02
- ☐ Deductible HMO-Standard PPO W/ Dental, P04
- ☐ Coinsurance HMO-Standard PPO W/ Dental, P06
- ☐ High Deductible Health Plan HMO-Standard HDHP PPO W/ Dental, P07
- ☐ Traditional HMO-Standard PPO W/O Dental, P12
- ☒ Deductible HMO-Standard PPO W/O Dental, P14 Sturgeon Bay Utilities
- ☐ Coinsurance HMO-Standard PPO W/O Dental, P16
- ☒ High Deductible Health Plan HMO-Standard HDHP PPO W/O Dental, P17 City of Sturgeon Bay

The underwriting and enrollment process takes 120 days. Groups are eligible to enroll effective January 1, April 1, July 1, or October 1. **RESOLUTION EFFECTIVE DATE:** (select one date): January 1, 2020.

The proper officers are herewith authorized and directed to take all actions and make salary deductions for premiums and submit payments required by the Board to provide such Group Health Insurance.

CERTIFICATION

I hereby certify that the foregoing resolution is a true, correct and complete copy of the resolution duly and regularly passed by the above governing body on the ____ day of _____, year _____ and that said resolution has not been repealed or amended, and is now in full force and effect.

☐ I further certify that we offered insurance to our employees immediately prior to joining this program.

Dated this ____ day of _____, year _____.

I understand that Wis. Stat. § 943.395 provides criminal penalties for knowingly making false or fraudulent statements, and hereby certify that, to the best of my knowledge and belief, the above information is true and correct.

ETF EMPLOYER IDENTIFICATION NUMBER

EMPLOYER REPRESENTATIVE TITLE

MAILING ADDRESS

FEDERAL TAX IDENTIFICATION
NUMBER (FEIN/TIN)

COUNTY WHERE EMPLOYER IS LOCATED

NUMBER OF ELIGIBLE EMPLOYEES

EMAIL ADDRESS

RESOLUTION**RESOLUTION APPROVING PARTICIPATION IN THE GREEN TIER LEGACY COMMUNITY PROGRAM.**

WHEREAS, the Wisconsin Department of Natural Resources in partnership with the League of Wisconsin Municipalities, 1,000 Friends of Wisconsin, Wisconsin Energy Conservation Corp, Center on Wisconsin Strategy, Wisconsin Counties Association and the cities of Appleton, Bayfield, Fitchburg, Middleton, Ashland, Monona, Eau Claire, Bayside, Port Washington, Sheboygan, La Crosse and the Village of Weston have created a Green Tier Charter For Legacy Communities with goals of:

1. To assist (municipalities, counties) in achieving superior environmental performance in one or both of the following two areas: (1) water resource management; (2) sustainability practices; and goals relating to economic development, public health and social equity; and to recognize their efforts and progress;
2. To improve the quality of life and economic vitality of communities;
3. To help (municipalities, counties) and the Wisconsin Department of Natural Resources address wastewater, stormwater, drinking water, wetlands and other water issues in a holistic, watershed-based manner;
4. To assist (municipalities, counties) in preparing, implementing, and improving an overall watershed plan(s) that integrates the municipality's full range of water resources issues;
5. To assist (municipalities, counties) in preparing, implementing and improving over time a sustainability plan that reduces a (municipality's, county's) impact on the environment;
6. To facilitate access to state and federal funding for projects and activities related to achieving the purposes of this charter, such as energy efficiency, renewable energy, greenhouse gas reductions, comprehensive planning, transportation policies, and integrated planning for wastewater treatment, storm water treatment and management; and drinking water;
7. To realize taxpayer savings through reduced municipal expenditures on motor vehicles fuels and energy resulting from efficient development patterns;
8. To help (municipalities, counties) comply with various water regulations in a more efficient, cost effective and flexible manner;
9. To achieve other demonstrable and measurable environmental improvements beyond what is required by local, state, or federal law; and

WHEREAS, the (City, County) was invited to join in this voluntary program and believe participation will further enhance our (City, County) current commitments to sustainability, and

WHEREAS, the (City, County) will benefit from such a partnership with the Green Tier Legacy Communities Program by receiving positive recognition, gaining access to a DNR staff liaison and

their resource team, receiving prioritization in applying for certain grants and streamlining in certain DNR permitting processes, and

WHEREAS, by adopting this resolution the (City, County) agrees to sign and hold to the Green Tier Charter for Legacy Communities. We will participate in the quarterly meetings, networks and share information with our public and the communities in the program, and provide an annual report noting the progress in our goals, baselines and sustainability plans.

NOW, THEREFORE, BE IT RESOLVED by the (City Council, County) declares itself a signatory to the Green Tier Charter for Legacy Communities and authorizes the Council President, City Manager and City Clerk to execute the necessary documents on behalf of the City Council, and

BE IT FURTHER RESOLVED, that (City, County) staff are directed to assist with meeting the Charter goals and to submit an annual report to the Organizational Signatories, and

BE IT FURTHER RESOLVED, that upon adoption, the (City, County) Clerk is hereby directed to send a copy of this resolution to the Wisconsin DNR and the Legacy Communities Green Tier Steering Committee.

(Adoption Date)

(SEAL) _____

(SEAL) _____

(ATTESTED) _____

CITY OF ASHLAND - 2016
Green Tier Legacy Community Annual Report

City of Ashland

2016 Green Tier Legacy Community Annual Report

Build and Buy Green

- **New Playground Equipment:** As a "Playful City", the Parks and Recreation Department has worked hard to ensure that new equipment has been installed for children in our current parks.
- **New Timber-Frame Artesian Well Structure:** The Police Department and community raised money to create a new timber frame structure for a new and improved public artesian well.

Transportation

- **Major Street Repairs:** 6th street W. and 7th Ave E were both completely repaved, and new utility infrastructure was installed.
- **Pedestrian Underpass Mural Project:** The underpass safely links Ashland's downtown to its waterfront for pedestrians, wheel chair users, and bikers. Over 200 community members came together to create a beautiful mural in the underpass, celebrating the regions ecological wonders. The mural features a montage of stained glass mosaics and painted images, and was completed in October of 2016.
- **Biking/Pedestrian Infrastructure:** The City is working on increasing bicycle and pedestrian accessibility. Meetings and discussions have started on what this will look like, and will continue in 2017. Plans have begun for a new "Bay City Creek" biking and hiking trail.

Land Use — Planning & Zoning

- **NSP Ashland Lakeshore Superfund Site:** The City finalized a land-use plan for post remediation use of the site, indentifying areas for Marina expansion as well as public enjoyment and use of the waterfront.
- **Roffers Site:** A previously contaminated 5 acre site has been completely cleaned up and marketed for new housing or mixed-use development.
- **HIP Program:** As a strategy for working on needed housing infrastructure improvements throughout the City, the "Housing Improvement Program" was created, and has assisted several households with funding for exterior structural improvements.
- **Comprehensive Plan Update:** *Authentic Ashland 2035*, the 10 year update of the City of Ashland Comprehensive Plan, has been completed by consultant group CZB. This plan focuses heavily on sense-of-place initiatives, protecting the lake, and accessibility.
- **Ordinance Updates:** The Planning Department continues to focus on ordinance updates which give more options to residents and businesses while maintaining Ashland's unique character. The City has created ordinances which reduce barriers to keeping chickens and bees within the City limits, in an effort to promote urban homesteading.
- **Pilot Goat Mowing Project:** A crew of local goats from "Under Control Grazing Systems" mowed the Ashland landfill, as a way to reduce emissions from lawn-mowers as well as reduce fees for people-hours.

Energy

- **Lighting:** All interior and exterior lighting at the Public Works Department as well as over 70 street lights have been changed to LED. Discussions have begun on continuing lighting and energy upgrades for all facilities in 2017.
- **Sustainability Plan in the works:** The Planning Department has been working with other Departments and the City Council to identify "next steps" for tangible sustainability projects to focus on for the next 5 years.
- **Water loss reduction:** A 5% reduction in City water loss last year saved the City 65,000 Kwh in power usage.

CITY OF ASHLAND - 2016
Green Tier Legacy Community Annual Report

YES







Water

- **Ore Dock Project:** The conceptual plan for the Ashland Ore Dock Redevelopment Project is completed and fundraising is underway for the first phase of the project which is to get people out to the end of the dock.
- **Funding for Water Monitoring:** Ongoing water quality monitoring and tests are being conducted at our public beaches and in our creeks. Funding is being explored to further explore locations contributing to non-point source pollution and ways to work towards better water quality for our citizens and visitors.

YES

Waste

- **Eagle Waste and recycling:** The City has continued their contract with Eagle Waste and recycling, providing municipal single-stream recycling services and waste pick-up to residents throughout the City.
- **City yard waste:** The City continues to provide a yard waste disposal site, available for City of Ashland residents, located at the City of Ashland Public Works Facility.
- **Paint exchange:** The paint exchange is a community program set up to help residents recycle paints and painting supplies so that the polluting substances stay out of our landfill and our precious water supply. It is a self-service exchange, located at the City of Ashland Public Works Facility. All usable paints and supplies can be dropped off and picked up at this location.
- **HIP "Dumpstah Dayz":** In the summer of 2016, funding by the Housing Improvement Program, the City placed public dumpsters in a neighborhood to assist residents with property maintenance clean-up. Dumpsters for both recycling and trash were available and were heavily utilized.

Element	Max. Score	 GREEN TIER	Sustainability Strategies Scoresheet <small>(Also known as Appendix 3 of GTLC Charter, Last Revised 02-08-2016 by Rick Ellertson)</small>	 1000 FRIENDS OF WISCONSIN	 LEAGUE OF WISCONSIN MUNICIPALITIES	 WECC <small>WISCONSIN ENERGY CONSERVATION CORPORATION</small>	 COWS	 WISCONSIN COUNTIES ASSOCIATION	Community Name 2015 Scores*	Community Name 2016 Scores*
<p>transportation, energy, land use, water, waste, and health. This scoresheet is intended to be dynamic and flexible. In the spirit of continuous improvement toward superior environmental performance, suggested revisions to this scoresheet are always encouraged.</p>										
<p>TRANSPORTATION DEMAND MANAGEMENT:</p> <p>Transportation demand management strategies aim to reduce GHG emissions and VMT by influencing change in individual behavior. These strategies encourage walking, bicycling, and transit as modes of transportation within a community and seek to curb the number and length of trips by vehicle.</p>										
<p>Bicycle and Pedestrian Programs/Projects</p>										
2									1	2
1									1	1
3									0	0
10									0	0
3									3	3
1									0	0
<p>Employer-Based Programs</p>										
5									0	0
5									0	0
5									0	0
<p>Traffic Volume</p>										
3									0	0
3									5	5
5									5	5
5									5	5
10									0	0



Element
Max. Score

Sustainability Strategies Scoresheet

(Also known as Appendix 3 of GTLC Charter. Last Revised 02-08-2016 by Rick Eilertson)

GREEN TIER

Community Name 2015
Scores*

Community Name 2016
Scores*

TRANSPORTATION SYSTEM MANAGEMENT

Transportation system management strategies aim to reduce GHG emissions and VMT by improving the overall performance of a transportation system. These strategies improve existing infrastructure, introduce new technology, and plan for the future of the system.

Preservation and Improvement

3	Develop and fully fund comprehensive maintenance program for existing roads.	2	2
5	Charge impact fees for new roads.	0	0
5	Calculate lane-miles per capita for arterials and collectors, and show reductions	0	0
5	Prepare a plan identifying disconnections in bike and pedestrian networks, prioritizing fixes and identifying potential funding sources for the most important projects.	0	2
5	Any proposal to add lanes to a two-lane roadway shall be evaluated for a center turn lane, the preferred option over an expansion to four lanes.	0	0
3	Identify four-lane roadways with fewer than 20,000 vehicles per day (AADT) and evaluate them for "road diets" with bike lanes or on-street parking	0	0

Electric Vehicles

1	Allow NEVs on appropriate roadways.	0	0
2	Provide public charging stations	0	0
Vehicle Idling			
2	Ban idling (more than 5 minutes) with local government vehicles.	0	0
5	Ban idling (more than 5 minutes) community-wide.	0	0

ZONING AND DEVELOPMENT

Zoning and development strategies work toward improving the overall environmental, economic, and social health of a community by promoting mixed-use and infill development, walkable neighborhoods, and an overall sustainable lifestyle.

Infill Development

5	Identify priority areas for infill development, including those eligible for brownfields funding.	3	5
1	Create land bank to acquire and assemble priority infill sites	0	0
1	Develop an inventory of known contaminated properties for reuse planning, with possible GIS application	0	0


Walkscore

10	Measure Walkscore at 10 random residential addresses per Census tract, compute average, and improve upon overall score	0	0
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Zoning

Sustainability Strategies Scoresheet		Community Name 2015 Scores*	Community Name 2016 Scores*
(Also known as Appendix 3 of GTLC Charter, Last Revised 02-08-2016 by Rick Ellertson)			
Element	Max. Score		
LAND USE	5	Adopt traditional neighborhood design ordinance (If population is less than 12,500)	4
	5	Zoning for office and retail districts permits floor-area ratio > 1, on average.	5
	8	Zoning for office and retail districts requires floor-area ratio > 1, on average.	0
	5	Zoning code includes mixed use districts	5
	8	Mixed-use language from Smart Code TBA.	0
NATURAL RESOURCE MANAGEMENT			
Natural resource management strategies seek to conserve, preserve, protect and promote a community's greenspace, wildlife, wetlands and waterways for this and future generations by promoting pervious surfaces and adequate setbacks.			
Canopy			
3	Adopt tree preservation ordinance per GTLC standards.	3	3
4	Set a tree canopy goal and develop a management plan to achieve it	0	0
2	Require trees to be planted in all new developments	2	2
2	Certification as Tree City USA	2	2
2	Certification as Bird City Wisconsin Community	2	2
Vegetation Management			
2	Public properties and rights of way mown or cleared only for safe sightlines and/or to remove invasive species.	0	0
2	Create community policy and BMP guidelines on minimizing chemical use during vegetation management of public and private properties	1	1
Water Protection			
10	Establish 75-foot natural vegetation zone by surface water.	5	5
5	Inventory wetlands and ensure no net annual loss.	5	5
COMMUNITY ENERGY USE			
Community energy use strategies encourage energy efficiency and the use of renewable fuels to reduce total energy consumption throughout the community			
Community Energy Use Policies			
6	Use PACE financing	0	0
1	Wait meters available to the public	0	0
10	Adopt Residential Energy Conservation Ordinance (time-of-sale certification and upgrades).	0	0
Measuring Community Energy Use			
4	Work with local utilities to calculate total electricity and natural gas consumption annually, beginning with the fifth year before entering the program.	4	4

Sustainability Strategies Scoresheet		Community Name 2015	Community Name 2016
Max. Score		Scores*	Scores*
GREEN TIER		1	1
1 State of Wisconsin Energy Independent (EI) Community designation.			
MUNICIPAL ENERGY USE			
Municipal energy use strategies encourage municipal employees to conserve energy, preserve the environment, and decrease greenhouse gas emissions from municipal facilities, services, and vehicle fleets.			
Government Energy Use Policies			
5	Include transportation energy/emissions as criterion in RFPs for purchases of goods over \$10,000.	2	2
3	Develop list of lighting, HVAC and shell improvements to raise Energy Star Portfolio Manager or LEED EBO&M score	2	2
3	Reduce motor fuels use for non-transit activities -	0	0
6	Provide transit passes at 50 percent or more off the regular price and/or provide parking cash-out options for local government employees.	0	0
5	Streetslights operate at 75 lumens/Watt or higher	2	4
3	Spotlights are LED or functional equivalent	2	2
5	Municipal electricity purchases are at least 5 percentage points higher in renewable content than the statewide renewable portfolio standard requires. Calculation may include self-generated power and purchased offsets.	5	5
Measuring Government Energy Use			
5	Complete EPA Energy Star Portfolio Manager spreadsheet for government energy use. Or score existing buildings with LEED EBO&M.	5	5
2	Calculate annual government fleet use of motor fuels, in gallons of petroleum and biofuels, beginning with the fifth year before entering the program.	0	0
10	All new and renovated municipal buildings must meet LEED Silver or greater.	0	0
WATER USE CONSERVATION			
Water Conservation strategy options set baselines and goals for water and energy performance in municipalities. They measure progress and promote water conservation by the government, business, and the community at-large.			
Water Conservation			
6	Track water and sewer use annually, beginning with fifth year before entering program, and develop plan for reductions.	3	3
4	Develop a water loss control plan with targets below the 15% required by the state and include a system-wide water audit implementation and time table	4	4
2	Join EPA's WaterSense Program for water utilities or the Groundwater Guardian Green Sites program and promote them to local business.	0	0
6	Use block rates and flat rates to encourage water conservation among residential, commercial, and industrial users.	6	6
3	Infiltration and inflow reduction by 10%	0	1
5	Plan for replacing all toilets using > 1.6 gpf and annual progress sufficient to reach 90 percent replacement in 10 years.	4	4

 GREEN TIER		Sustainability Strategies Scoresheet <small>(Also known as Appendix 3 of GTLC Charter, Last Revised 02-08-2016 by Rick Ellertson)</small>	
Element	Max. Score		
Local Government Use			
2		Install waterless urinals in men's restrooms at municipal facilities (city hall, parks, etc.)	1
3		All outdoor watering by local government, excluding parks and golf courses, from rain collection.	0
4		Develop a water efficiency and conservation plan for municipal buildings	0
WATER AND WASTEWATER INFRASTRUCTURE MANAGEMENT			
Setting goals for the sustainable management of water and wastewater infrastructure reduces costs; saves energy; and ensures the protection of public health and the environment.			
10		Develop and implement asset management plans that set targets for the sustainable maintenance, operation and renewal of water and wastewater infrastructure.	0
5		Wastewater biogas captured and used in operations.	0
1		Financial assistance for sewer lateral replacements.	0
5		Set goals for increasing the recovery of resources from wastewater for energy generation (heat or electricity) and fertilizer.	2
2		Explore partnership options with high-strength waste.	0
6		Upgrade water and wastewater utility equipment (e.g., variable frequency drive motors) to achieve energy efficiency based on total life cycle, triple bottom line costs (e.g. maintenance and replacement strategies in asset management plans).	0
STORMWATER MANAGEMENT			
Stormwater Management strategy options encourage the use of best management practices to achieve a reduction in the amount of harmful pollutants introduced to our streams, rivers, and lakes.			
3		Develop a regular street sweeping program to reduce total suspended solids	3
3		Stormwater utility fees offer credits for best management practices such as rain barrels, rain gardens, and pervious paving	0
2		Inventory all paved surfaces (e.g., by GIS mapping), and develop a plan for reduction	0
2		Work with commercial or light industrial businesses to develop stormwater pollution plans	1
WATER AND DEVELOPMENT			
Water and Development strategy options link water conservation and the preservation of land, wetlands, and wildlife habitat while promoting compact development, restoration and rehabilitation efforts, and long-term planning.			
Land Development			
5		Identify key green infrastructure areas during plan development and/or implement a plan to acquire and protect key green infrastructure areas	0
Waters, Wetlands, and Wildlife			
6		Replace concrete channels with re-meandered and naturalized creeks, wetlands, or swales	6
3		Develop a system for identifying culverts that obstruct fish migration and install fish friendly culverts where needed	3

Community Name 2015 Scores*

Community Name 2016 Scores*



Max. Score
Element

Sustainability Strategies Scoresheet

(Also known as Appendix 3 of GTLC Charter, Last Revised 02-08-2016 by Rick Ellertson)

GREEN TIER

Community Name 2015
Scores*

Community Name 2016
Scores*

4	Provide incentives for protection of green infrastructure, sensitive areas, important wildlife habitat, or for the restoration or rehabilitation of wetlands or other degraded habitats such as credit towards open space or set-aside requirements	0	0
WASTE MANAGEMENT AND REDUCTION			
3	Waste Management and Reduction strategy options encourage municipalities and their citizens to divert organics and recyclables from landfills and properly dispose of hazardous materials in an effort to reduce waste in a community.	3	3
4	Community waste stream monitored at least annually. Waste reduction plan prepared and updated annually	0	0
3	Waste and materials management plan based on "zero-waste" principles, with specific goals, prepared and updated annually	3	3
3	Construction/deconstruction waste recycling ordinance	3	3
3	Mandatory residential curbside recycling pickup that covers paper, metal cans, glass and plastic bottles	3	3
5	Develop a municipal collection program that encourages the diversion of food discards, yard materials, and other organics from landfills to composting or anaerobic digestion with energy recovery	3	3
3	Develop and promote programs that dispose of household hazardous, medical, and electronic waste	2	2
4	Use anaerobic digesters to process organic waste and produce energy	0	0
3	Implement municipal ordinances requiring manufacturer takeback for fluorescent bulbs, thermostats and other mercury-containing devices	1	1
2	Ordinances in place to reduce the usage of phone books as well as single-use shopping bags, styrofoam food containers and other disposable packaging	0	0
2	Pay-as-you-throw system implemented by municipality or required of private waste haulers	2	2
1	Use public education and outreach to promote recycling, backyard composting, product re-use and waste reduction	0	0
HEALTHY COMMUNITY PLANNING			
Policies and projects related to incorporating health living into community design- whether by built form, programs, education, etc. in an effort to reduce trends in poor nutrition, inactive lifestyles, chronic diseases, such as obesity and heart disease, and other negative health risk factors.			
Policies Affecting Multiple Program Areas			
5	Adopt a resolution that promotes Health in All Policies at the community level (e.g., HEAL Resolution). Include that educational campaigns supporting a program covered by the resolution are appropriately targeted to all of the populations addressed by the program	0	0
8	Establish a Health Impact Assessments policy, including when an assessment is required and its scope	2	2
Planning			
8	Add health policies in 1 or more of the community's plans, including the comprehensive plan, long-range transportation plan, bicycle/pedestrian plan and open spaces recreation plan (embedded or stand-alone chapter) or develop a comprehensive, community wide wellness plan.	0	2
3	Site schools in the Comprehensive Plan for accessibility with existing or new bicycle and pedestrian infrastructure	0	3



Max. Score
Element

Sustainability Strategies Scoresheet

(Also known as Appendix 3 of GTLC Charter, Last Revised 02-08-2016 by Rick Ellertson)

GREEN TIER

Community Name 2015 Scores*
Community Name 2016 Scores*

5 Encourage the formation and/or support of Neighborhood Improvement Districts (NIDs), Neighborhood Development Corporations, or other similar types of neighborhood reinvestment and enhancement strategies in plans or policies.

0 5

Healthy Food Access

6 Implement strategies (urban agriculture, community gardens on public land, diversified farmer's markets, expanded traditional retail food options, ordinances to allow urban chickens and beekeeping and vegetable gardening in rights of way) that help increase fresh food access in the community, in particular in areas with food insecurity (e.g., "food deserts" and "food swamps"), including access by EBT and WIC participants.

6 6

7 Create a Food Systems Plan that addresses the production, distribution, value-added, marketing, end-market, and disposal of food, and charge a new or existing governmental body to oversee the plan's implementation.

0 0

Physical Activity and Access

4 Provide an on-street and/or off-street trail network connecting recreational areas in the community (e.g. safe routes to parks) and other trip generators, such as shopping malls, ensuring all neighborhoods are included in planning and implementation.

2 2

4 Encourage pedestrian and bicycle site connections from front door of businesses or apartments to a public sidewalk and/or bike lane ensuring connections to all neighborhoods.

2 2

3 Provide education and establish programming to encourage physical activity, especially by youth.

3 3

7 Establish an expanded public transit that serves commuters from all neighborhoods and major parks and recreation facilities, and has racks on vehicles for carrying bicycles.

5 5

6 Require sidewalks in new residential areas and establish a policy for adding sidewalks, as appropriate, in areas built out without sidewalks.

4 4

8 Implement a Complete Streets policy.

0 0

5 Provide recreation programs for youth, adults, senior citizens and disabled persons.

5 5

3 Establish a pedestrian safety task force.

0 0

Housing

7 Adopt ordinances and programs to maintain a healthy housing stock (code enforcement, landlord licenses, volunteer program, truth-in housing disclosure before sale, etc.).

3 4

6 Allow life cycle or adaptable housing options, such as "aging in place", accessory dwelling units, Universal or Inclusive Design, Dementia Friendly Communities, Age-Friendly Communities, etc.

3 3

8 Establish a program to make housing more affordable.


8 8

7 Establish a program to address chronic homelessness, such as "permanent housing".

5 5

Crime Prevention and Other Harm Reduction

H E A L T H

<div>  GREEN TIER </div>		Sustainability Strategies Scoresheet <small>(Also known as Appendix 3 of GTLC Charter, Last Revised 02-08-2016 by Rick Ellertson)</small>		Community Name 2015 Scores*	Community Name 2016 Scores*
Element	Max. Score				
6		Use by policy, ordinance or practice, Crime Prevention Through Environmental Design and active threat planning to make public spaces, such as recreational space, crime free.		0	0
5		Establish and implement Harm Reduction strategies for alcohol outlet density and sexual oriented establishments (e.g. zoning limitations)		5	5
4		Adopt an ordinance or policy that requires tobacco-free and e-cigarette free apartments or places limitations on such structures.		0	0
3		Adopt an ordinance or policy that promotes tobacco-free and e-cigarette free parks and/or public events on local government-owned property.		2	2
		<u>Climate Change</u>			
7		Create and implement a climate change action plan that includes a carbon footprint study, and health related components on reducing air pollution from combustion of fossil fuels and responding to heat episodes and flooding, focusing in particular on most vulnerable populations.		0	0
		<u>Noise</u>		0	0
2		Adopt an ordinance, including conditional use permits, on noise abatement for various zoning districts.		2	2
		<u>Employee Health</u>			
5		Implement a wellness program for employees of the local jurisdiction.		4	5
6		Encourage or partner with others, such as the Chamber of Commerce, etc., to advance workplace wellness programs within the community.		6	6
		<u>Placemaking</u>			
5		Support placemaking at varying scale (neighborhood to major city facility) and permanence (temporary to permanent) through programming, financial support and removal of regulatory barriers to promote healthy living and social capital in the community.		4	5
8		Adopt form-based codes or similar type design guidelines for healthy active living environments.		0	0
		<u>Waste Pharmaceuticals</u>			
4		Establish partnerships to reduce waste pharmaceuticals generated in the community and to efficiently collect remaining wastes to prevent their abuse and entry into solid waste or wastewater.		4	4
536				209	235
				39%	44%

18.



Josh VanLieshout
City Administrator

18.

VIA EMAIL
US MAIL

November 12, 2019

Sturgeon Bay Historical Society Foundation, Inc.
Attn: Christie Weber, President
P.O. Box 827
Sturgeon Bay, Wisconsin 54235

Re: Former Teweles and Brandeis Grain Elevator

Dear Ms. Weber,

The Common Council of the City of Sturgeon Bay has asked that the Sturgeon Bay Historical Society Foundation be contacted to ascertain the status of the restoration of the former grain elevator. There are five main concerns that need discussion and to be addressed, those are: location, use, design, operations/ownership, and financing. Please consider and address the following points.

- With respect to the ultimate location of the grain elevator, is the Society willing to relocate the structure to the place shown in the West Waterfront Plan?
- The development agreement and supporting information contemplate the Society will deliver a project that is essentially a park shelter, with no other facilities other than lighting and ventilation. The fundraising materials circulated by the Society show a significantly different structure, complete with an elevator and infrastructure to make structure suitable for weddings, holiday markets, and theatre events. Understanding the final plans require approval from the City, has the Society determined that the structure will be more than a park shelter? What is the ultimate proposed use of the structure?
- The designs offered as part of the development agreement show a building clad in corrugated steel, with very little if any embellishment. The conceptual plans shown in the Society's fundraising materials and social media are quite different, complete with a translucent head house, various appendages and other new features. Has the Society settled on the final design of the building? If not, when will the final design be known? If so, when does the Society intend to share that plan with the City? Again, the City must approve the plans for the project.

- As previously mentioned, the development agreement and supporting documentation describe a structure that is very similar to a park shelter with commensurate operating and programming expenses. From the Society's social media posts, it appears that the Society is now proposing a much grander plan with greater operating and programming needs. Is the Society reconsidering the ownership of building? Has the Society developed an operating or business plan? When can the City expect to be apprised of the same?
- The project as contemplated was estimated to be about one million dollars. Since the development agreement was originally executed the building has been relocated, temporary staging constructed, and other improvements made. The project budget and financing does need to be approved by the City. What is the status of the Society's finances? Does the Society have the means to complete the project in the development agreement by the required deadline? Does the Society have the ability to complete the project depicted in the capital fundraising materials by the required deadline?

The answers to these questions are important, and necessary as the City is required to obtain a submerged lands lease, without this information from the Society, the City cannot fulfill its obligation.

The plans depicted in the fundraising materials and on the Society's social media site show a building that is significantly different from a historic building analogous to a park shelter. Such changes effect several conditions of the development agreement, including: the required value of the endowment, performance and payment bonds, and redetermination if owning and operating such a venue is in the best interest of the City, and others. The City has been lead to believe that the Society is concerned about the deadline contained in the development agreement, requirements for historic preservation, as well as ownership of the structure. If this true, then perhaps it would be appropriate to discuss how the project has grown and associated impacts on the development agreement.

For the City of Sturgeon Bay,



Joshua J. Van Lieshout
Administrator

cc: Mayor and Common Council
file