



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA  
TUESDAY, JULY 16, 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. Consideration of the following bills: General Fund – \$144,921.12, Capital Fund - \$4,511.74, Cable TV - \$425.85, TID #4 - \$895.00, and Solid Waste Enterprise Fund - \$3,460.92 for a grand total of \$154,214.63. roll call]
7. **CONSENT AGENDA**
  - \* All items listed with an asterisk (\*) are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests before the Adoption of the Agenda, in which event the item will be removed from the Consent Agenda and considered immediately following the consent agenda.
  - \* a. Approval of 7/2/19 regular minutes Common Council minutes.
  - \* b. Approval of the following minutes:
    1. Joint Review Board – 6/25/19
    2. Finance/Purchasing & Building Committee – 6/25/19
    3. Joint Park & Recreation Committee/Board – 6/26/19
    4. Historic Preservation Commission – 6/28/19
    5. Community Protection & Services Committee – 7/8/19
  - \* c. Place the following reports on file:
    1. Inspection Department Report – June 2019
    2. Police Department Report – June 2019
  - \* d. Consideration of: Approval of beverage operator licenses.
  - \* e. Consideration of: Approval of Temporary Class B Beer licenses and Temporary Class B Wine licenses.
  - \* f. Consideration of: Approval of Sidewalk Café Permit for Stone Harbor Resort.
  - \* g. Consideration of: Approval of exception to noise ordinance for Door County Fair.
  - \* h. Community Protection & Services Committee recommendation re: Approval Combination Class B Beer and Liquor license for The Nautical Inn of Sturgeon Bay,
  - \* i. Community Protection & Services Committee recommendation re: Approve the Mann Communication contract for two years.

- \* j. Community Protection & Services Committee recommendation re: Approve the creation of Chapter 37 of the Municipal Code, Commercial Quadricycle Licensing.
  - \* k. Community Protection & Services Committee recommendation re: Approve the amendment to Section 10.175 of the Municipal Code, Drinking on Public Property Regulated.
  - \* l. Community Protection & Services Committee recommendation re: Approve the amendment to Section 10.19 of the Municipal Code, Noxious Weeds Prohibited.
  - \* m. Community Protection & Services Committee recommendation re: Approve the amendment to Chapter 25.04 of the Municipal Code, Penalties for Possession of Marijuana.
  - \* n. Community Protection & Services Committee recommendation re: Approve the General Procedures for Public Comment at Common Council meetings with additions.
  - \* o. Finance/Purchasing & Building Committee recommendation re: Approve two year lease with Richard Stoll for the Sturgeon Bay Yacht Club "E" Dock beginning July 15, 2019 until July 15, 2021 in the amount of \$2,000.
8. Mayoral appointments.
  9. Consideration of: Preliminary Resolution & Engineering Report for Declaring Intent to Levy Special Assessments for Sidewalk Installation on North 7<sup>th</sup> Avenue.
  10. First reading of ordinance Re: Creation of Chapter 37 of the Municipal Code – Commercial Quadricycle licensing.
  11. First reading of ordinance re: Amending Section 10.175 of the Municipal Code – Drinking on public property regulated.
  12. First reading of ordinance re: Amending Section 10.19 of the Municipal Code – Noxious Weeds.
  13. First reading of ordinance re: Amending Section 25.04 of the Municipal Code – Penalties for Possession of Marijuana.
  14. Finance/Purchasing & Building Committee recommendation re: Accept WIPFLi CPA's and Consultants 2018 financial audit report and place on file.
  15. Joint Parks & Recreation Committee/Board recommendation re: Paint two pickleball courts at Otumba Park on the West Side tennis courts, to direct staff to include a \$40,000 line item in the 2020 budget for improvements of Pickleball to Sunset Park, and stripe all tennis surface areas at Sunset Park for Pickleball in July.
  16. Finance/Purchasing & Building Committee recommendation re: Issue \$2,345,000 in general obligation promissory notes for the purpose of funding capital projects and purchases including storm water outlay, improvements to public building, facilities, properties and the acquisition of vehicles and equipment.
  17. Resolution Providing for the Sale of Approximately \$2,345,000 General Obligation Promissory Notes.
  18. Ad Hoc West Waterfront Planning Committee recommendation re: Adopting West Waterfront Redevelopment Recommendations.
  19. Remove from the table: Consideration of Development Agreement with Sturgeon Bay Historical Society Foundation. (Ald. Nault)

20. Consideration of: Development Agreement with Sturgeon Bay Historical Society Foundation. (Ald. Nault)
21. Items to be Included on Future Agendas (New Business).
22. Committee Chairperson Reports:
  - a. Personnel Committee
  - b. Parking & Traffic Committee
  - c. Community Protection & Services Committee
  - d. Utility Commission
23. City Administrator report.
  - a. Street Construction update.
24. Mayor's report.
25. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 7-12-19

Time: 12:00pm

By: JM

CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 07/16/2019

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
GENERAL FUND				
LIABILITIES				
04696	DOOR COUNTY TREASURER	ANNUAL ACREAGE PAYMENT	01-000-000-24310	2.12
19610	RICHARD STUEWER	06/19 HEALTH INS REIMB/STUEWER	01-000-000-21530	314.77
R0000985	SULLYS THUMBS UP PRODUCE	06.29.19 FOOD SHARE/SULLYS	01-000-000-21595	61.00
R0000985		07.06.19 FOOD SHARE	01-000-000-21595	40.00
R0000991	SPERBER FARMS	6.29.19 FOOD SHARE/SPERBER	01-000-000-21595	12.00
R0001001	RENARDS CHEESE	6.29.19 FOOD SHARE/RENARDS	01-000-000-21595	28.00
R0001001		7.6.19 FOOD SHARE/RENARDS	01-000-000-21595	40.00
R0001074	RANDALL MANGES	6.29.19 FOOD SHARE/MANGES	01-000-000-21595	19.00
R0001578	CHRISTIE WEBER	MOVING PERMIT REFUND/C WEBER	01-000-000-23167	500.00
R0001579	JON HANSON	MOVING PERMIT REFUND/ J HANSON	01-000-000-23167	500.00
R0001580	KYLE SHEEHY	TREE PLNT PRMT FEE REF/SHEEHY	01-000-000-23163	400.00
THORP	PAT THORP	06.29.19 FOOD SHARE/PAT PATCH	01-000-000-21595	40.00
TOTAL LIABILITIES				1,956.89
BALLFIELD LIGHTING				
WPPI ENG	WPPI ENERGY	07/19 ATHLETIC FLD LIGHT PROJ	01-000-981-70000	1,365.39
TOTAL BALLFIELD LIGHTING				1,365.39
TOTAL GENERAL FUND				3,322.28
CITY COUNCIL				
03133	CELLCOM WISCONSIN RSA 10	06/19 3 ALDERS CELL PHONES	01-105-000-58999	115.37
USBANK	US BANK	CONFERENCE REG/4 ALDERS	01-105-000-55600	360.00
TOTAL				475.37
TOTAL CITY COUNCIL				475.37
LAW/LEGAL				
16555	PINKERT LAW FIRM, LLP	05/19 TRAFFIC MATTERS	01-110-000-55010	2,677.50
TOTAL				2,677.50
TOTAL LAW/LEGAL				2,677.50
CITY CLERK-TREASURER				
DC PRINT	DC PRINTING	50 PURCHASE ORDER BOOKS	01-115-000-51600	481.00
DC PRINT		2000 WINDOW ENVELOPES	01-115-000-51600	165.00
HERMANS	LOGAN HERMANS	SUBPOENA FEE/HERMANS	01-115-000-56350	16.80
HERMANS		MILEAGE	01-115-000-56350	29.00
USBANK	US BANK	MEAL EXPNSE/CLARIZIO	01-115-000-55600	20.85
USBANK		LODSING/CLARIZIO	01-115-000-55600	82.00
USBANK		MEAL EXPNSE/CLARIZIO	01-115-000-55600	8.94
USBANK		MEAL EXPNSE/CLARIZIO	01-115-000-55600	11.48
USBANK		SHUTTLE EXPNSE/CLARIZIO	01-115-000-55600	40.10
USBANK		MEAL EXPNSE/CLARIZIO	01-115-000-55600	7.50
USBANK		MEAL EXPNSE/CLARIZIO	01-115-000-55600	8.16
USBANK		MEAL EXPNSE/CLARIZIO	01-115-000-55600	8.16

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
USBANK		MEAL EXPNSE/CLARIZIO	01-115-000-55600	9.83
USBANK		MEAL EXPNSE/CLARIZIO	01-115-000-55600	9.03
USBANK		MEAL EXPNSE/CLARIZIO	01-115-000-55600	20.15
USBANK		LODGING/CLARIZIO	01-115-000-55600	1,070.20
TOTAL				1,988.20
TOTAL CITY CLERK-TREASURER				1,988.20
ADMINISTRATION				
19841	ROTARY CLUB OF STURGEON BAY	2019 3RD QTR DUES/VANLIESHOUT	01-120-000-56000	190.00
USBANK	US BANK	DEVELOP TOUR TROLLEY DEPOSIT	01-120-000-56650	225.00
USBANK		FLORAL ARRANGEMENTS	01-120-000-54999	110.78
USBANK		SMART SHEET SUBSCRIPTION	01-120-000-51950	19.00
USBANK		FUEL	01-120-000-55600	26.21
WEDA	WIS ECONOMIC DEVELOP ASSOC.	INDIV MEMBRSHIP REG APPL FEE	01-120-000-56000	325.00
TOTAL				895.99
TOTAL ADMINISTRATION				895.99
COMPUTER				
04696	DOOR COUNTY TREASURER	06/19 INTERNET USAGE	01-125-000-55550	100.00
04696		06/19 TECH SUPPORT	01-125-000-55550	2,500.00
04696		06/19 2G INTERNET	01-125-000-55550	375.00
USBANK	US BANK	DEPT TABLET FLEX 10A	01-125-000-55550	594.11
TOTAL				3,569.11
TOTAL COMPUTER				3,569.11
CITY ASSESSOR				
ASSO APP	ASSOCIATED APPRAISAL	07.16.19 CONTRACT	01-130-000-55010	1,333.33
TOTAL				1,333.33
TOTAL CITY ASSESSOR				1,333.33
BUILDING/ZONING CODE ENFORCEMT				
DCI	DOOR COUNTY INSPECTIONS, LLC	JUNE PERMITS	01-140-000-55010	5,158.50
SAFEBUILD	SAFE BUILT	JUNE PERMITS/PLAN REVIEW	01-140-000-55010	1,232.50
TOTAL				6,391.00
TOTAL BUILDING/ZONING CODE ENFORCEMT				6,391.00
MUNICIPAL SERVICES ADMIN.				

INVOICES DUE ON/BEFORE 07/16/2019

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
12100	LAMPERT YARDS INC	MAILBOX STAND MATERIALS	01-145-000-54999	87.66
		TOTAL		87.66
		TOTAL MUNICIPAL SERVICES ADMIN.		87.66
ELECTIONS DEPARTMENT				
DOMINION	DOMINION VOTING SYSTEMS, INC	ELECTION MACHINE PAPER ROLLS	01-155-000-54999	34.36
		TOTAL		34.36
		TOTAL ELECTIONS DEPARTMENT		34.36
CITY HALL				
03159	CHARTER COMMUNICATIONS	06/19 FIRE CABLE SVC	01-160-000-58999	120.21
06012	FASTENAL COMPANY	CABLE TIES	01-160-000-54999	11.50
23830	WOLTER ENGRAVING	EXIT/RING BUZZER SIGNS	01-160-000-54999	72.75
VIKING	VIKING ELECTRIC SUPPLY, INC	5 LED FLOOD LIGHTS @ 146.63	01-160-000-55300	733.15
VIKING		3 SLY FLOOD BULBS 2 5.58EA	01-160-000-54999	16.74
WARNER	WARNER-WEXEL WHOLESALE &	PAPER PRODUCTS	01-160-000-51850	60.36
WARNER		CLEANING SUPPLIES	01-160-000-51850	60.61
		TOTAL		1,075.32
		TOTAL CITY HALL		1,075.32
GENERAL EXPENDITURES				
04696	DOOR COUNTY TREASURER	06/19 CITY HALL PHONE SVC	01-199-000-58200	156.17
04696		06/19 FIRE PHONE SVC	01-199-000-58200	32.12
04696		06/19 MUN SVC PHONE SVC	01-199-000-58200	51.13
04696		06/19 POLICE PHONE SVC	01-199-000-58200	65.27
BOETT	BOETTCHER COMMUNICATIONS	WEBSITE MAINT	01-199-000-51100	173.92
WIPFLI	WIPFLI LLP	FINAL BILLING AUDIT 12/31/18	01-199-000-55150	2,500.00
		TOTAL		2,978.61
		TOTAL GENERAL EXPENDITURES		2,978.61
POLICE DEPARTMENT				
US BANK	US BANK EQUIPMENT FINANCE	RICOH COPIRE 41 OF 48	01-200-000-55650	167.00
US BANK		PROPERTY DAMAGE SURCHARGE	01-200-000-55650	27.02
USBANK	US BANK	MEAL EXPNSE TRNING/PORTER	01-200-000-55600	15.49
USBANK		MEAL EXPNSE TRNING/PORTER	01-200-000-55600	15.25
USBANK		MEAL EXPNSE TRNING/PORTER	01-200-000-55600	14.14
USBANK		MEAL EXPNSE TRNING/PORTER	01-200-000-55600	10.39
USBANK		MEAL EXPNSE TRNING/PORTER	01-200-000-55600	11.59
USBANK		MEAL EXPNSE TRNING/PORTER	01-200-000-55600	10.95
USBANK		BUSINESS CARDS/COYHIS	01-200-000-51600	14.74

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GENERAL FUND				
USBANK		MEAL EXPNSE ICAC CONF/PORTER	01-200-000-55600	6.01
USBANK		MEAL EXPNSE ICAC CONF/PORTER	01-200-000-55600	26.50
USBANK		MEAL EXPNSE ICAC CONF/PORTER	01-200-000-55600	15.72
USBANK		MEAL EXPNSE ICAC CONF/PORTER	01-200-000-55600	11.87
USBANK		LODGING CONF/PORTER	01-200-000-55600	164.00
USBANK		LODGING FBINA CONF/PORTER	01-200-000-55600	164.00
USBANK		MEAL EXP FBINA CONF/PORTER	01-200-000-55600	15.72
USBANK		LODGING FBINA CONF/PORTER	01-200-000-55600	164.00
USBANK		FORENCIS LAB ITEM	01-200-000-55500	91.73
USBANK		LODGING FBINA CONF/BRINKMAN	01-200-000-55600	164.00
USBANK		CAR CHARGER	01-200-000-55500	12.34
USBANK		USB WALL, CABLE CHRGR, FARADAY	01-200-000-55500	385.71
TOTAL				1,508.17
TOTAL POLICE DEPARTMENT				1,508.17
PATROL BOAT				
PATROL BOAT				
USBANK	US BANK	RING SEALING CONNECTORS	01-205-000-58600	13.18
USBANK		CREDIT RETURN	01-205-000-58600	-13.18
TOTAL PATROL BOAT				0.00
TOTAL PATROL BOAT				0.00
POLICE DEPARTMENT/PATROL				
02005	BAY ELECTRONICS, INC.	RADIO SVC & TWO WAY REPAIR/#20	01-215-000-57550	88.75
02005		SQUAD REPLACEMENT ANTENNA	01-215-000-57550	105.50
13049	MAY'S SPORT CENTER	2 FIRE EXTINGUISHERS	01-215-000-54999	59.90
920DETAI	920DETAILING, LLC	INTERIOR SQUAD DETAILING	01-215-000-58600	90.00
AURORA	AURORA EMPLOYEE ASSISTANT PROG	EMPLOYEE SCREEN/CSO A TLACHAC	01-215-000-57100	25.00
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	SQUAD 10 MAINTENANCE	01-215-000-58600	662.53
JIM FORD		SQUAD 20 MAINTENANCE	01-215-000-58600	28.62
JIM FORD		SQUAD 30 MAINTENANCE	01-215-000-58600	52.50
JIM FORD		SQUAD 40 MAINTENANCE	01-215-000-58600	128.63
JIM FORD		SQUAD 80 MAINTENANCE	01-215-000-58600	41.96
JIM FORD		SQUAD 50 MAINTENANCE	01-215-000-58600	58.00
USBANK	US BANK	MEALS TRAINING/HOUGAARD	01-215-000-55600	12.15
USBANK		MEALS TRAINING/HOUGAARD	01-215-000-55600	13.14
USBANK		MEALS TRAINING/HOUGAARD	01-215-000-55600	24.11
USBANK		MEALS TRAINING/HOUGAARD	01-215-000-55600	8.80
USBANK		MEALS TRAINING/HOUGAARD	01-215-000-55600	20.79
USBANK		FUEL	01-215-000-51650	36.75
USBANK		FUEL	01-215-000-51650	35.90
USBANK		MEALS TRAINING/HOUGAARD	01-215-000-55600	11.00
USBANK		MEALS TRAINING/HOUGAARD	01-215-000-55600	10.32
USBANK		LODGING/HOUGAARD	01-215-000-55600	270.00
USBANK		USA FED AVTION DRONE TRN/HNRY	01-215-000-55600	5.00
USBANK		DIVE EQUIPMENT	01-215-000-54999	54.75
USBANK		MEALS/DIVE TRAINING	01-215-000-55600	168.35
USBANK		FUEL	01-215-000-51650	26.48
USBANK		FUEL	01-215-000-51650	28.44

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
USBANK		FUEL	01-215-000-51650	63.51
USBANK		LODGING TRNING	01-215-000-55600	94.86
USBANK		LODGING TRNING	01-215-000-55600	94.86
USBANK		LODGING CONF/JOSE & SHEW	01-215-000-55600	174.00
USBANK		FUEL	01-215-000-51650	30.10
USBANK		FUEL	01-215-000-51650	32.30
USBANK		TRAINING MEALS	01-215-000-55600	48.50
USBANK		ICLOUD STORAGE	01-215-000-58250	0.99
USBANK		OUT OF TOWN FUEL	01-215-000-51650	29.60
WEHYSS,	WEHYSS, INC	ERDL- DIVE TECH 3 DAY CLASS	01-215-000-55600	1,125.00
TOTAL				3,761.09
TOTAL POLICE DEPARTMENT/PATROL				3,761.09
POLICE DEPT. / INVESTIGATIONS				
USBANK	US BANK	IPHONE HOLSTER	01-225-000-52900	7.37
USBANK		CLOTHING ALLOW/HENRY	01-225-000-52900	108.00
USBANK		DIVE EQUIPMENT	01-225-000-57950	54.96
USBANK		MEAL EXPNSE/BAUDHUIN CJP CASE	01-225-000-57950	10.59
USBANK		MEAL EXPNSE/BAUDHUIN CJP CASE	01-225-000-57950	24.56
USBANK		MEAL EXPNSE/BAUDHUIN CJP CASE	01-225-000-57950	15.72
USBANK		MEAL EXPNSE/BAUDHUIN CJP CASE	01-225-000-57950	26.19
USBANK		MEAL EXPNSE/BAUDHUIN CJP CASE	01-225-000-57950	15.84
USBANK		MEAL EXPNSE/BAUDHUIN CJP CASE	01-225-000-57950	29.76
USBANK		MEAL EXPNSE/BAUDHUIN CJP CASE	01-225-000-57950	6.36
USBANK		LODGING/BAUDHUIN CJP CASE	01-225-000-57950	95.20
TOTAL				394.55
TOTAL POLICE DEPT. / INVESTIGATIONS				394.55
FIRE DEPARTMENT				
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	OIL FILTER/ANTIFREEZE	01-250-000-53000	46.49
O'REILLY		MOTOR OIL/DEF	01-250-000-53000	85.93
O'REILLY		2.5 G DEF	01-250-000-53000	9.99
STATEEMP	DEPT OF ADMINISTRATION	PT TESTING	01-250-000-57100	175.00
USBANK	US BANK	IPAD COVERS	01-250-000-56250	26.83
USBANK		TRAILER JACK	01-250-000-53000	29.95
USBANK		MONTHLY DATA	01-250-000-58250	317.42
USBANK		AIRLINE TICKET/WIEGAND	01-250-000-55600	349.50
USBANK		AIRLINE TICKET/DIETHAN	01-250-000-55600	349.50
USBANK		AIRLINE TICKET/DIETHAN	01-250-000-55600	305.50
USBANK		MEALS	01-250-000-54999	144.80
USBANK		MAINTENANCE RECORD LABELS	01-250-000-54999	25.35
USBANK		STATION CLEANING SUPPLIES	01-250-000-54999	54.68
USBANK		FUEL	01-250-000-51650	41.31
USBANK		FUEL	01-250-000-51650	14.20
USBANK		AIRLINE TICKET/MONTEVIDEO	01-250-000-55600	406.50
USBANK		AIRLINE /DIETHAN	01-250-000-55600	65.50
USBANK		LODGING	01-250-000-55600	123.72
USBANK		MEAL EXPNSE	01-250-000-55600	29.21

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
USBANK		PARKING	01-250-000-55600	28.00
USBANK		CAR RENTAL	01-250-000-55600	116.84
USBANK		FUEL/CH10	01-250-000-51650	46.74
USBANK		POST MIX	01-250-000-54999	38.10
USBANK		INVERTER/ E4 & E6	01-250-000-53000	790.00
USBANK		SCBA BATTERIES	01-250-000-54999	39.52
TOTAL				3,660.58
TOTAL FIRE DEPARTMENT				3,660.58
ROADWAYS/STREETS				
19860	STURGEON BAY SAND & GRAVEL	QUARRY WASH	01-400-000-52500	251.46
TOTAL				251.46
TOTAL ROADWAYS/STREETS				251.46
STREET MACHINERY				
04545	DOOR COUNTY COOPERATIVE/NAPA	OIL FUEL UV DYE	01-450-000-52150	10.90
04545		OIL FILTER/OIL	01-450-000-52150	57.00
04545		INTERIOR DOOR HANDLES	01-450-000-52150	55.48
04545		RIVET TOOL	01-450-000-52700	12.99
04545		1" IMPACT TOOL	01-450-000-52700	836.47
04545		TRADE IN BROKEN TOOL	01-450-000-52700	-100.00
04603	HALRON LUBRICANTS INC	275 GAL DEF	01-450-000-53000	436.67
04603		TOTE DEPOSIT	01-450-000-53000	150.00
19070	SCHARTNER IMPLEMENT INC	WHEEL BOLT/NUT	01-450-000-52150	7.90
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	BATTERY/ADPTR/CNNECTR	01-450-000-52150	70.26
QUALITY	QUALITY TRUCK CARE CENTER INC	SPRING/U BOLTS/WASHRE/HEX	01-450-000-53000	812.73
QUALITY		THREADED CLEVIS KIT	01-450-000-53000	11.63
TOTAL				2,362.03
TOTAL STREET MACHINERY				2,362.03
CITY GARAGE				
AMERWELD	AMERICAN WELDING & GAS, INC	CYLINDER RENTAL	01-460-000-54999	137.65
TOTAL				137.65
TOTAL CITY GARAGE				137.65
CELEBRATION & ENTERTAINMENT				
SRO	SRO EVENTS, INC	2019 3RD INSTALL HARMONY	01-480-000-58999	8,966.67
TOTAL				8,966.67
TOTAL CELEBRATION & ENTERTAINMENT				8,966.67

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
HIGHWAYS - GENERAL				
07887	WALTER HANISKO	SAFETY CLOTHING REIMB/HANISKO	01-499-000-56800	63.28
TOTAL				63.28
TOTAL HIGHWAYS - GENERAL				63.28
PARK & RECREATION ADMIN				
23200	WDOR	9 FARM MARKET ADVERTS	01-500-000-52250	108.00
23200		9 HARMONY BY THE BAY ADVERTS	01-500-000-52250	135.00
23200		16 KICK OFF TO SUMMER ADVERTS	01-500-000-52250	240.00
APPAREL	TEAM APPAREL & SPECIALTIES INC	KICK OFF TO SUMMER TEE SHIRTS	01-500-000-52250	908.25
BIRCH	BIRCH CREEK MUSIC PERFORMANCE	FARM MARKET MUSIC PERFORMANCE	01-500-000-52250	300.00
CASE COM	CASE COMMUNICATIONS	23 GARAGE SALE ADS	01-500-000-52250	208.95
CASE COM		10 FARM MARKET ADS	01-500-000-52250	99.50
CASE COM		28 KICK OFF SUMMER ADS	01-500-000-52250	278.60
CASE COM		11 HARMONY ON THE BAY ADS	01-500-000-52250	89.55
R0000807	MARK THIEDE	5 MOVIES IN THE PARK	01-500-000-52250	1,625.00
R0000807		SOUND SYSTEM KICK OFF SUMMER	01-500-000-52250	225.00
TOTAL				4,217.85
TOTAL PARK & RECREATION ADMIN				4,217.85
PARKS AND PLAYGROUNDS				
01766	AURORA MEDICAL GROUP	EMPLOY DRUG SCREENS	01-510-000-57100	469.00
01766		DOT DRUG TEST/MACCOUX	01-510-000-57100	50.00
08225	HERLACHE SMALL ENGINE	1 ECHO BLOWER	01-510-000-52700	160.00
08225		1 ECHO BLOWER	01-510-000-52700	119.98
08225		FILE GUIDE	01-510-000-52700	16.50
13049	MAY'S SPORT CENTER	MOWER PARTS	01-510-000-51900	5.66
13049		BELT	01-510-000-51900	26.49
19860	STURGEON BAY SAND & GRAVEL	MASON SAND	01-510-000-51750	36.48
19860		MASON SAND	01-510-000-51750	47.76
19860		MASON SAND	01-510-000-51750	36.00
MACCOUX	PHIL MACCOUX	WIRELESS HEADSET/MACCOUX	01-510-000-56800	26.32
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	NITRILE GLOVE	01-510-000-53000	36.78
O'REILLY		ACCESS PLUG	01-510-000-53000	4.49
PSYCH	PSYCHEMEDICS CORPORATION	EMPLOY DRUG SCREENS	01-510-000-57100	463.50
REETHS	AUSTIN REETHS	SAFETY BOOT REIMB/REETHS	01-510-000-56800	62.50
TLB	TLB WOOD PRODUCTS CORP	80YD MULCH @ 18.50	01-510-000-51750	1,480.00
TLB		FUEL SURCHARGE	01-510-000-51750	3.70
TLB		SHIPPING	01-510-000-51750	365.00
TRACTOR	TRACTOR SUPPLY CREDIT PLAN	BANNER CLIPS	01-510-000-54999	27.95
USBANK	US BANK	INSECT REPELLENT	01-510-000-54999	44.48
USBANK		SUNSCREEN	01-510-000-54999	165.01
USBANK		VOMIT ABSORBENT	01-510-000-54999	12.00
USBANK		GLOVES	01-510-000-54999	51.25
WARNER	WARNER-WEXEL WHOLESALE &	CLEANING SUPPLIES	01-510-000-51850	37.90
TOTAL				3,748.75
TOTAL PARKS AND PLAYGROUNDS				3,748.75

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INVOICES DUE ON/BEFORE 07/16/2019

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
BALLFIELDS				
20900	TRU GREEN CHEMLAWN	INSET CONTROL MEM FLD	01-520-000-58999	247.04
TOTAL				247.04
TOTAL BALLFIELDS				247.04
WATER WEED MANAGEMENT				
R0000655	TRANSMOTION, LLC	HYDRO HOSE	01-560-000-51400	254.30
R0000655		PIPE FITTINGS	01-560-000-51400	71.45
R0000655		JIC FITTINGS	01-560-000-51400	173.25
TRACTOR	TRACTOR SUPPLY CREDIT PLAN	HATCH PIN	01-560-000-51400	9.98
TOTAL				508.98
TOTAL WATER WEED MANAGEMENT				508.98
WATERFRONT PARKS & WALKWAYS				
VIKING	VIKING ELECTRIC SUPPLY, INC	CLEAR COVER	01-570-000-54999	9.81
TOTAL				9.81
TOTAL WATERFRONT PARKS & WALKWAYS				9.81
EMPLOYEE BENEFITS				
ERC	ERC INC	2019 QTR EAP	01-600-000-56553	712.50
ERC		2019 3RD QTR EAP	01-600-000-56553	712.50
TOTAL				1,425.00
TOTAL EMPLOYEE BENEFITS				1,425.00
COMMUNITY & ECONOMIC DEVLPMT				
USBANK	US BANK	BUSINESS CARDS/C NAULT	01-900-000-52800	24.00
USBANK		BUSINESS CARDS/C ROBINSON	01-900-000-52800	30.00
USBANK		SHIPPING	01-900-000-52800	11.99
USBANK		TAX	01-900-000-52800	3.63
TOTAL				69.62
TOTAL COMMUNITY & ECONOMIC DEVLPMT				69.62
TOTAL GENERAL FUND				56,161.26
CAPITAL FUND				
CURB/GUTTER/SIDEWALK				
EXPENSE				
TALLPINE	TALL PINES ESTATE, LLC	SIDEWALK INSTALL COST SHARE	10-440-000-59102	2,922.25

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INVOICES DUE ON/BEFORE 07/16/2019

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAPITAL FUND				
EXPENSE				
EXPENSE				
TOTAL EXPENSE				2,922.25
TOTAL CURB/GUTTER/SIDEWALK				2,922.25
PARKS AND PLAYGROUNDS				
EXPENSE				
08225	HERLACHE SMALL ENGINE	2 ECHO TRIMMERS	10-510-000-59070	399.98
08225		FACTORY DISCOUNT	10-510-000-59070	-79.99
USBANK	US BANK	WARNING LIGHT W/BUZZER	10-510-000-59075	25.00
USBANK		SHIPPING	10-510-000-59075	11.98
TOTAL EXPENSE				356.97
TOTAL PARKS AND PLAYGROUNDS				356.97
WATERFRONT PARKS & WALKWAYS				
12100	LAMPERT YARDS INC	LUMBER FISHING DOCK	10-570-000-59075	1,099.80
12100		LUMBER FISHING DOCK	10-570-000-59075	132.72
TOTAL				1,232.52
TOTAL WATERFRONT PARKS & WALKWAYS				1,232.52
TOTAL CAPITAL FUND				4,511.74
CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
03159	CHARTER COMMUNICATIONS	06/19 CB MUSIC SVC	21-000-000-58999	65.97
USBANK	US BANK	ADOBE SOFTWARE RENEW	21-000-000-51100	359.88
TOTAL CABLE TV / GENERAL				425.85
TOTAL CABLE TV / GENERAL				425.85
TOTAL CABLE TV				425.85
TID #4 DISTRICT				
TID #4 DISTRICT				
TID #4 DISTRICT				
WEDA	WIS ECONOMIC DEVELOP ASSOC.	ECON DEV 101 REG APPL FEE	28-340-000-58999	895.00
TOTAL TID #4 DISTRICT				895.00
TOTAL TID #4 DISTRICT				895.00
TOTAL TID #4 DISTRICT				895.00
SOLID WASTE ENTERPRISE				

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INVOICES DUE ON/BEFORE 07/16/2019

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
04603	HALRON LUBRICANTS INC	USED OIL PICKUP-200 GAL	60-000-000-52050	30.00
CAS ENG	CASCADE ENGINEERING	25.TRASH CARTS @ 46.00	60-000-000-59999	1,150.00
CAS ENG		25 RECYLING CARTS @ 46.00	60-000-000-59999	1,150.00
CAS ENG		50 WHEELS @ 6.50	60-000-000-59999	325.00
CAS ENG		SHIPPING	60-000-000-59999	356.00
FLEETPRI	FLEETPRIDE	BRAKES/TRCK #39	60-000-000-53000	415.20
VIKING	VIKING ELECTRIC SUPPLY, INC	COVER	60-000-000-54999	5.18
VIKING		PLATES	60-000-000-54999	29.54
TOTAL SOLID WASTE ENTERPRISE FUND				3,460.92
TOTAL SOLID WASTE ENTERPRISE FUND				3,460.92
TOTAL SOLID WASTE ENTERPRISE				3,460.92
TOTAL ALL FUNDS				65,454.77

**MANUAL CHECKS**

SECURIAN FINANCIAL GROUP	\$2,196.07
07/08/19	
Check # 85439	
07/19 life Insurance	
01-600-000-50552	
SUN LIFE	\$1,903.43
07/08/19	
Check # 85440	
07/19 life Insurance	
01-600-000-50552	
DELTA DENTAL	\$5,885.82
07/08/19	
Check #85441	
July Dental Insurance	
Various Departmental Accounts	
NETWORK HEALTH	\$78,774.54
07/08/19	
Check # 85441	
July Health Insurance	
Various Departmental Accounts	
<b>TOTAL MANUAL CHECKS</b>	<b>\$88,759.86</b>

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CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 07/16/2019

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

GENERAL FUND	56,161.26	144,921.12
CAPITAL FUND	4,511.74	
CABLE TV	425.85	
TID #4 DISTRICT	895.00	
SOLID WASTE ENTERPRISE	3,460.92	
	-----	
TOTAL --- ALL FUNDS	65,454.77	154,214.63

Helmut Saenon July 9, 2019  
Sent Warrickson 7/1/19  
John White 7/9/19

## COMMON COUNCIL

July 2, 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: Bacon, Hayes, Williams, Avenson, Nault, Wiederanders and Reeths were present.

Williams/Reeths to adopt agenda. Carried.

Robert Loss, 607 E Walnut Drive; Bill Chaudoir, 324 Alabama Street; Scott Moore, 947 Pennsylvania Street; Mike Langenhorst, 15 Utopia Circle; James Andre, 743 Kentucky Street spoke during public comment.

Bacon/Nault to approve following bills: General Fund - \$38,717.96, Capital Fund - \$255,340.31, Cable TV - \$5,101.67, TID #4 - \$687.50 and Solid Waste Enterprise Fund - \$20,724.28 for a grand total of \$320,571.72. Roll call: All voted aye. Carried.

Avenson/Williams to approve consent agenda:

- a. Approval of 6/18/19 regular Common Council minutes.
- b. Approval of the following minutes:
  - (1) Zoning Board of Appeals – 5/28/19
  - (2) Bicycle & Pedestrian Advisory Board – 6/3/19
  - (3) Aesthetic Design & Site Plan Review Board – 6/10/19
  - (4) Ad Hoc West Waterfront Planning Committee – 6/10/19
  - (5) Finance/Purchasing & Building Committee – 6/12/19
  - (6) Parking & Traffic Committee – 6/17/19
  - (7) Special Finance/Purchasing & Building Committee – 6/20/19
- c. Place the following reports on file:
  - (1) Bank Reconciliation – May 2019
  - (2) Revenue & Expense Report – May 2019
- d. Consideration of: Approval of beverage operator license.
- e. Consideration of: Approval of Six Month Beer license.
- f. Consideration of: Approval of Temporary Class B Beer license and Temporary Class B Wine licenses.
- g. Consideration of: Approval of Street Closure Application for Sturgeon Bay Visitor Center.
- h. Finance/Purchasing & Building Committee recommendation re: Approve Harbor Commission recommendation for a two year dock lease with Dick Stoll and that the City is reimbursed for legal expenses.
- i. Finance/Purchasing & Building Committee recommendation re: Waive the single space Farmer's Market fee for the Door County Library for the 2019 dates of June 8, July 13, August 8, and September 7.

Carried.

Reeths/Bacon to approve the following Mayoral appointment:

**Ethics Board**

Jodi Boes

Carried.

Nault/Reeths to table Consideration of: Development Agreement with Sturgeon Bay Historical Society Foundation until the July 16, 2019 meeting. Carried.

City Plan Commission Chair Ward, Finance/Purchasing & Building Committee chair Bacon and Park & Recreation Committee chair Hayes presented their respective committees/commissions.

There were not any items requested for future agendas.

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

City Administrator VanLieshout introduced State Assembly Representative Joel Kitchens to give an update on the proposed PRAT for the City of Sturgeon Bay.

The Mayor made his comments.

After Mayor Ward announced the statutory basis, Bacon/Williams to convene in closed session in accordance with the following exemption:

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) Consideration of: Acquisition of Property for Right of Way for Grant Ave Extension. Roll call: All voted aye. Carried.

The meeting moved to closed session at 7:33 pm. and adjourned at 7:55 pm.

Respectfully submitted,



Laurie A. Spittlemeister  
Deputy Clerk/Treasurer

**JOINT REVIEW BOARD**

Tuesday, June 25, 2019

A meeting of the Joint Review Board was called to order at 2:02 p.m. by City Administrator Josh VanLieshout in Council Chambers, City Hall, 421 Michigan Street.

**Roll call:** Members present were City Representative Josh Van Lieshout, Sturgeon Bay Schools Representative Teri Hooker, Public Member Bill Chaudoir, and NWTC Representative Gina VanEgeren (present by conference call). Door County Representative Ken Pabich entered the meeting at 2:05 p.m. Also present were Finance Director/City Treasurer Val Clarizio, Community Development Director Marty Olejniczak, Mayor David Ward, and Community Development Secretary Cheryl Nault.

**Adoption of agenda:** Moved by Mr. Chaudoir, seconded by Ms. Hooker to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Presentation of: TID Annual Reports and Performance and Status of each TID-2018 Reporting Year.
4. Adjourn.

Carried.

**Presentation of: TID Annual Reports and Performance and Status of each TID-2018 Reporting Year:** Ms. Clarizio stated Wisconsin Act 257 requires the Joint Review Board to review the status of the TID's annually before July 1<sup>st</sup>. A report is to be filled out that is sent to the State including the TID creation date, revenues and expenditures for the TID, and future revenues and expenditures to the best that is known. Baird, the City's financial advisor, creates proformas for each TID district and a copy of the reports that will be filed to the State.

Ms. Clarizio went through the proformas and reports for each TID district. TID #1 (Industrial Park) is a donor district to TID #2 (portion of the waterfront area) and TID #3 (Wiretech TID on 6<sup>th</sup> Avenue). TID #1 was created in 1991 and extended by 10 years when it became a donor district. It can stay open until 2028 if need be. The tax increment for TID #1 for 2018 was \$778,000. All development is done.

Mr. Olejniczak added that as of 2019, TID #1 can only stay open to donate to a distressed TID.

Mr. Van Lieshout stated that in 1991 the property in TID #1 had a base value of \$9.6 million. Today, it has a value of approximately \$42.6 million.

Mr. Olejniczak said that according to the proforma, it assumes that there is no additional growth in TID #1, but it continues to grow. Many businesses continue to make additions to their factories and plants.

Ms. Clarizio continued with TID #2. There are no more improvements allowed in TID #2 because the expenditure period expired September 6, 2016. The tax increment for TID #2 in 2018 was \$1,252,320. It should close in 2026.

Mr. Van Lieshout added that the base value of TID #2 is \$16.1 million. The value today is \$69.2 million.

Ms. Clarizio stated that the proforma shows the value, projected tax revenue and projected tax increment for the future years, all debt payments, TID #1 transfers in, and other minor revenues. This information was also transferred to the State report.

Ms. Clarizio continued with TID #3. The tax increment for 2018 was \$40,212.00. It has received donor dollars from TID #1 since 2009. It has until 2035 to close. According to the proforma, it should close in 2031.

Mr. Olejniczak explained that there are two lots left to develop in this district out of 22 lots that were created. Eight lots have Habitat homes. The rest have workforce housing. He also explained the payment in lieu of taxes paid by Wiretech. In the contract there was a minimum property value required that they had to create. That requirement ended in 2018.

Ms. Clarizio added that some sidewalk work was completed in the district, with a small amount left to do.

Mr. Pabich questioned where the debt is covered.

Mr. Olejniczak stated that the accumulative balance is what is in the bank account. Once it is built up, even if no more revenues are coming in, the district can be closed. He also pointed out that the value of the homes in that district have been going up. The property value increase will show with the next revaluation.

Ms. Clarizio continued with TID #4. It was created in 2013. It is able to stay open until 2040. The proforma shows an ending balance of negative \$1,023,285.00. Since it is hard to figure out what the future expenses will be, she used the last budget that was in place for the State report and subtracted out any additional expenses. The negative one million dollar number is if everything moved forward the way it was originally planned. All of the amenities planned for the promenade are still in the dollar figure. Some expenses can be taken out to be balanced.

Mr. Olejniczak stated that this proforma will have to change because it is based on the old redevelopment plan. The City formed an Ad Hoc West Waterfront Planning Committee and are ready to recommend to Council a new plan.

Ms. Clarizio added that TID #1 cannot help TID #4. In legal terms, TID #4 is not distressed.

Mr. Pabich's concern was whatever plan comes forward, a true projected debt should be shown.

Ms. Clarizio stated that \$2.3 million has been spent in the district so far. There was \$360,000.00 spent on the legal settlement for the proposed hotel. The Joint Review Board does not have to take action on this, it just has to be presented to them.

**Adjourn:** Moved by Mr. Chaudoir, seconded by Mr. Pabich to adjourn. Carried. The meeting adjourned at 2:36 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Cheryl Nault". The signature is fluid and cursive, with the first name "Cheryl" written in a larger, more prominent script than the last name "Nault".

Cheryl Nault  
Community Development Secretary

**FINANCE/PURCHASING & BUILDING COMMITTEE**  
**June 25, 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: Mayor Ward, Alderperson Hayes, City Administrator Van Lieshout, City Treasurer/Finance Director Clarizio, Community Development Director Olejniczak, Planning/Zoning Administrator Sullivan-Robinson, Fire Chief Dietman, Sturgeon Bay Utilities General Manager Stawicki, Brian Anderson of WIPFLi 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: 2018 Audit.
5. Consideration of: Offer to Purchase Lot 8, Block 11 of Sunset Hills #2 Subdivision.
6. Consideration of: Joint City-County Revolving Loan Fund.
7. 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: Acquisition of Property for Right of Way for Grant Ave Extension.

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.

Carried.

The following spoke during public comment on agenda items and other issues related to finance & purchasing: Don Freix, 8305 Quarterline Rd., Fish Creek; Paul Anschutz 221 N. 6<sup>th</sup> Ave, Sturgeon Bay.

Consideration of 2018 Audit:

Brian Anderson of WIPFLi summarized the management communication letter, and findings that comprise the audit ending December 2018, for the City of Sturgeon Bay and Sturgeon Bay Utilities.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to accept the WIPFLi CPA's and Consultants 2018 financial audit report for the City of Sturgeon Bay and place it on file. Carried.

Consideration of: Offer to Purchase Lot 8, Block 11 of Sunset Hills #2 Subdivision.

Community Development Director Olejniczak stated Barbara May rescinded her offer to purchase Lot 8 of Sunset Hills subdivision. Victoria Cerinich still has interest in purchasing Lot 8 however her time frame to break ground has lengthened from July 2020 to the of Spring 2021. Mr. Olejniczak stated the

desire for the City is to have a home built quickly and start generating tax revenue. He stated considering the Ms. Cerinich's time frame additional options may be to offer the lot to Habitat for Humanity, contact interested contractors or sell the lot with a realtor. The Committee directed Staff to contact the contractor regarding interest in the property.

Moved by Alderperson Bacon, seconded by Alderperson Williams to recommend to Common Council to reject the offer from Victoria L Cerinich to purchase Lot 8, Block 11 in Sunset Hills # 2 Subdivision. Carried.

Consideration of: Joint City-County Revolving Loan Fund.

Community Development Director Olejniczak explained that both the City and County separately operate revolving loan fund programs (RLF). The state provided funds for this program using federal Community Development Block Grants (CDBG). Municipalities with RLF were informed that the program is closing out. The close out program will collect revolving loan funds that were considered federal then reissue those dollars back to the municipalities as grants which can be used for qualifying CDBG projects.

The City's funds are defederalized therefore do not have to be returned, however the County funds are federal and approximately \$1.4 million must be returned. The City has been working with both the County and DCEDC in an effort to continue this program. The idea was presented by the County that if the City agreed to open its RLF to County businesses in exchange the County agrees to spend the returned grant funds on qualified City projects. He continued explaining that the City has approximately \$875,000 which would buy out and administer to the existing County loans; this would then allow the County to get back their full \$1.4 million in the form of a grant that could be used for qualifying CDBG projects in the City. He stated at this point the concept is introductory and will require both the City and County to agree on the direction and details.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to direct Staff to continue discussions with the County. Carried.

Review bills

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

After Alderperson Bacon announced the statutory basis, it was moved by Alderperson Bacon, seconded by Alderperson Williams to convene in closed session. Roll call: Alderpersons Bacon, Wiederanders and Williams voted aye. Carried. The meeting moved into closed session at 4:58 pm. The meeting reconvened in open session at 5:20pm.

Moved by Alderperson Wiederanders, seconded by Alderperson Williams to adjourn. Carried. The meeting 5:22pm.

Respectfully submitted,



Tricia Metzger

# JOINT PARK AND RECREATION COMMITTEE/BOARD MEETING

## Wednesday, June 26, 2019

A meeting of the Joint Park and Recreation Committee / Board was called to order at 5:32 p.m. by Chairperson Hayes in Council Chambers, City Hall, 421 Michigan Street.

**Roll Call:** Members Ald. Hayes, Ald. Bacon, Ald. Nault, Municipal Services Director Mike Barker, Randy Morrow, Chris Larson, George Husby, Marilyn Kleist, Jay Renstrom, Mayor David Ward and Municipal Services Secretary Lynnae Kolden were present.

**Adoption of the Agenda:** Moved by Randy Morrow, seconded by Ald. Nault.

1. Roll call
2. Adoption of agenda
3. Public comment on agenda and non-agenda items
4. Approval of minutes from May 22, 2019
5. Consideration of: Pickleball courts at Sunset and Otumba Parks
6. Discussion of Park assessments: Eastside Waterfront walkway including Graham Park & Stone Harbor Marina, Franke Park and Garland Park.
7. Discussion of: Concerning cooperative relationship with Rotary Club at Sunset Park.
8. Directors Report
9. Future Agenda Items
10. Adjourn

All in Favor. Carried.

**Public Comment:** Cliff Wind, 144 N 10<sup>th</sup> Pl., David Valentine, 334 N Duluth Pl., Claire Morkin, 110 N Joliet, Jack Follick, 449 N 18<sup>th</sup> Ave., John Witteborg, 15 N Joliet, Morag Hoensby, 15 N Joliet Ave., Ron Greisen, 1028 S 19<sup>th</sup> Pl., Dan Woelfel, 4774 Bark Rd., Guy Fortin, 5581 Reynolds Rd., Bonnie Ripp, 5081 Hwy P, Patrick Donley, non-resident, all spoke in regards of Pickleball.  
Chris Kellems, 120 Alabama St, Scott Moore, 947 Pennsylvania. Spoke in regards of the Parks.

Ald. Hayes closed public comment.

**Approval of Minutes from May 22, 2019:** Moved by Ald. Nault, seconded by Ald. Bacon. All in favor. Carried.

**Consideration of: Pickleball courts at Sunset and Otumba Parks:** Discussion took place in regards to the amount to budget for the Pickleball courts and wind screening at Sunset Park, and how many courts are needed at Sunset Park. Jay Renstrom mentioned to hold a ladder tournament they would need at least six courts. Eight would be the best, so there are 2 for practice or recreation play during a tournament. The noise from Pickleball was discussed in terms of how it bounces around and isn't controllable, and if it is within the noise ordinance levels. Ald. Nault stated that he did do a neighborhood walk and talked with most of the neighbors around Otumba Park. Noise wasn't an issue for all of them. Fundraising for the improvements was suggested multiply times.

Moved by Jay Renstrom: To paint two Pickleball courts at Otumba Park on the West Side tennis courts.

Seconded by George Husby. Discussion continued.

Moved by Ald. Hayes to amend the motion to include: Directing staff to include a \$40,000.00 line item to the 2020 budget for the improvements of Pickleball at Sunset Park. Seconded by Jay Renstrom. Discussion continued.

Moved by Randy Morrow to amend the motion to include: Striping all tennis surface areas at Sunset Park for Pickleball in July. Seconded by Jay Renstrom.

Ald. Hayes called for a final read and vote on the motion with the amendments.

Motion and amendments read as follows:

To paint two Pickleball courts at Otumba Park on the West Side tennis courts, to direct staff to include a \$40,000.00 line item to the 2020 budget for the improvements of Pickleball at Sunset Park, and stripe all tennis surface areas at Sunset Park for Pickleball in July.

6 in favor, 3 opposed. Carried.

**Discussion of: Park Assessments**

**Eastside Waterfront walkway including Graham & Stone Harbor Marina:** Stone Harbor - Better signage is needed – The Wayfinder project should solve the signage issues. A sidewalk by Stone Harbor needs to be repaired, want to maybe change the layout to allow an art piece. The lighting needs to be looked into. The landscaping at Stone Harbor looks great and is well maintained. With Graham Park would like to see more landscaping added. This is an adoptable park, it's also the park that was inquired about for a donation.

**Franke Park:** Ald. Bacon stated that the board walk needs to be replaced, Mike mentioned that it would be a very expensive project. Chris Larsen thought it was a low priority, the park also has a lot of invasive plants.

**Garland Park:** Is the oldest City Park, it's also adoptable. Mike is hoping the swing set will be put up in July. Ald. Nault, stated that it is a very nice & clean park and doesn't feel that any changes are needed at Garland Park.

**Discussion of: Concerning cooperative relationship with Rotary Club at Sunset Park:** Mark Nelson, Rotary President, starting July 1<sup>st</sup>. Spoke in regards of the involvement with Rotary in a number of city projects through out the years and mentioned that May 30<sup>th</sup>, 2020 is the 100<sup>th</sup> anniversary for Rotary. Rotary has been working on getting funds for a commemorative project for the 100<sup>th</sup> anniversary, and would like to see the city continue to apply for grants for Little Lake.

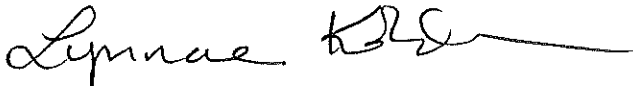
**Directors Report:** Tree planting should start next week, weather permitting. 3 or 4 mowers out each day to keep up with the mowing. Hope to have the fishing rails up by the 4<sup>th</sup> of July. The bike trail is finished at Big Hill.

**Future agenda items:** Parks - Big Hill / Little Parkway, Westside Field – July, Memorial Athletic complex, Market Square and Martin Parks – August.

**Next Meeting date: Wednesday, July 24, 2019 @ 5:30pm.**

Motion to adjourn by Ald. Nault, seconded by Ald. Bacon. All in favor. Carried.  
Meeting adjourned at 8:10 pm.

Respectfully submitted,



Lynnae Kolden  
Municipal Services Secretary

HISTORIC PRESERVATION COMMISSION  
Friday, June 28, 2019

A meeting of the Historic Preservation Commission was called to order at 12:10 p.m. by Planner/Zoning Administrator Chris Sullivan-Robinson in the Community Room, City Hall, 421 Michigan Street.

**Roll Call:** Members Dave Augustson, Trudy Herbst, Alderman David Hayes, Barry Mellen, and City Engineer Chad Shefchik were present. Absent: Member Eric Paulsen. Excused: Member Mark Schuster. Also present by conference call were Associated Bank representatives Maggie Hall and Andrew Kerr from RINKA Design & Architecture, Planner/Zoning Administrator Christopher Sullivan-Robinson, Community Development Director Marty Olejniczak, and Community Development Secretary Cheryl Nault.

**Adoption of agenda:** Moved by Mr. Shefchik, seconded by Mr. Augustson to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Election of officers.
4. Consideration of: Door addition to Associated Bank, located at 57 N 3<sup>rd</sup> Avenue.
5. Adjourn.

Carried.

**Election of officers:** Moved by Mr. Shefchik, seconded by Ms. Herbst to nominate Mr. Augustson as Chairman. All ayes. Carried.

Moved by Mr. Augustson, seconded by Mr. Mellen to nominate Mr. Shefchik as Vice-Chairman. All ayes. Carried.

Moved by Mr. Shefchik, seconded by Mr. Augustson to nominate Mr. Sullivan-Robinson as Secretary. All ayes. Carried.

**Consideration of: Door addition to Associated Bank, located at 57 N 3<sup>rd</sup> Avenue:** Associated Bank representative Maggie Hall, along with Andrew Kerr stated that United Way would like to occupy a space in Associated Bank, but would need an additional door to the exterior that would match the color and character of the existing doors.

Mr. Shefchik questioned the slight ramp shown on the plan in the landscaped area and if it was to account for the height difference between the sidewalk and the floor slab of the building. He asked if the railing will have a finish on it that is similar to the aluminum color of the windows. Mr. Kerr responded that because it is an ADA ramp, a railing was added to prevent a pedestrian hazard.

Mr. Augustson suggested that the railing be powder coated to match the existing exterior doors. Mr. Kerr agreed that they will provide a stainless steel railing and have it powder coated.

Ms. Herbst thought the railing should be the same color as the window mullions.

Mr. Kerr added that as far as lighting, there will be small wall packs installed to provide safe levels of illumination around the entrance. Also, since United Way is already located in the basement

of the building he didn't foresee any exterior signage that would be needed.

Mr. Sullivan-Robinson explained the different types of light fixtures that included full cut-off, partial cut-off, as well as fixtures that contain light within the property, so it is not directed out onto the street or neighbors, and must be night sky friendly.

Mr. Olejniczak added that with a street light installed near the building there was not much other light needed.

Mr. Kerr stated that there would be small LED downlighting in the 60 watt range.

Mr. Hayes pointed out the two different colors of concrete on the sidewalk, in which Mr. Shefchik confirmed that it was concrete poured at different times. One part of the concrete was older than the other, so the color did not match.

Mr. Hayes commented on the minimum amount of landscaping on the facade of the building. There is a lot of open space and didn't feel there was a planned effort of landscaping. He would like to see some nice plantings to fill it in and add color. It is a very dark building compared to others on 3<sup>rd</sup> Avenue. Mr. Kerr was open to that idea, but with the zero lot line there is not a tremendous opportunity to do that without going into the public way. He was open to suggestions.

Mr. Hayes questioned the railing. Mr. Kerr responded that it is not a fully required railing. It does not need spindles.

After further discussion, it was moved by Mr. Shefchik, seconded by Ms. Herbst to approve the proposed door addition for Associated Bank, subject to the following:

1. The railing is color-matched to the mullions of the existing windows
2. A light on the side of the door to be added that will be color-matched to the new door
3. The light will be dark sky compliant
4. Provide extra color in the remaining landscaped area

All ayes. Carried.

**Adjourn:** Moved by Mr. Shefchik, seconded by Mr. Hayes to adjourn. All Ayes. Carried. Meeting adjourned at 12:30 p.m.

Respectfully submitted,



Cheryl Nault  
Community Development Secretary

**COMMUNITY PROTECTION & SERVICES COMMITTEE****July 8, 2019**

A meeting of the Community Protection & Services Committee was called to order at 4:30 p.m. by Chairperson Williams in the Council Chambers, City Hall. **Roll Call:** Members Mr. Williams, Ms. Reeths and Mr. Wiederanders were present. Also present were Mr. VanLieshout, Captain Brinkman, Mr. Barker and Alderperson Hayes.

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

1. Roll Call
2. Adoption of Agenda
3. Public Comment on Agenda and Non-Agenda Items
4. Consideration of: Creation of Chapter 37—Commercial Quadricycle Licensing
5. Consideration of: Amendment to Section 10.175 of the Municipal Code-Drinking on Public Property Regulated
6. Consideration of: Combination Class B Liquor and Beer License for The Nautical Inn of Sturgeon Bay, LLC
7. Consideration of: Ordinance Regarding Vaping
8. Consideration of: Change to the City's Noxious Weed Ordinance
9. Consideration of: Mann Communication Contract
10. Consideration of: Public Comment on Meeting Agendas
11. Consideration of: Non-binding Cannabis Referendum
12. Discussion of: Public Restrooms on 3<sup>rd</sup> Avenue
13. Discussion of: Café Permits for all Outdoor Food/Beverage Seating
14. Discussion of: How to Better Communicate with the Public
15. Discussion of: Public Service Announcements
16. Adjourn

**Public Comment**

Chris Kellems, 120 Alabama Street, Sturgeon Bay, WI  
Spoke on items 10 and 13.

Don Freix, 8305 Quarterline Road, Fish Creek, WI  
Spoke on item 10.

Bill Willers, 933 S. 20<sup>th</sup> Place, Sturgeon Bay, WI  
Spoke on item 8.

**Commercial Quadricycle Licensing**

Mr. Williams reported that 37.06(5) needs to read Community Protection and 'Services' Committee, not 'Welfare' Committee as written.

Clarifications regarding the pedal cart include:

- Battery assist option has been approved by State Patrol to be used in emergency situations only.

- The pedal cart is a separate LLC from Sonny's Pizzeria with its own complete full coverage insurance.
- The driver of the pedal cart is employed by the LLC, and is responsible for the safety of the passengers
- To ride the pedal cart a waiver is signed; it runs in and out of Sonny's Pizzeria, there is no getting on along the route.
- Only three beer/wine beverages are allowed on the cart; up to 36 ounces.
- On the pub crawl route, any alcohol bought at local establishments must be consumed in that establishment and not brought back on the pedal cart.
- Seat belts are built-in on the pedal cart.

*Moved by Ms. Reeths, seconded by Mr. Wiederanders, to approve Chapter 37 of the Sturgeon Bay Code of Ordinances, Commercial Quadricycle Licensing, as created pending discussion on Section 10.175, Drinking on Public Property Prohibited. All ayes. Carried.*

#### **Drinking on Public Property Regulated**

A proposed amendment to Section 10.175 of the municipal code was created and discussed.

*Moved by Mr. Wiederanders, seconded by Ms. Reeths, to approve the amendment to Section 10.175 of the Sturgeon Bay Code of Ordinances, Drinking on Public Property Regulated. All ayes. Carried.*

#### **Nautical Inn of Sturgeon Bay, LLC**

Captain Brinkman informed the committee on an amendment to Mr. Godfrey's court imposed conditions of probation and extended supervision where he is now allowed to reside and work at the business. Because of this modification, and discussions with Mr. Godfrey, Chief Porter will approve the liquor license for The Nautical Inn.

*Moved by Ms. Reeths, seconded by Mr. Wiederanders, to recommend the Common Council approve a Combination Class B Liquor and Beer License for The Nautical Inn of Sturgeon Bay, LLC. All ayes. Carried.*

#### **Vaping**

The draft ordinance was received on the day of the meeting. The committee has not had time to review it. This item will be tabled for the next meeting.

*Moved by Ms. Reeths, seconded by Mr. Wiederanders, to table the ordinance regarding vaping until next meeting. All ayes. Carried*

#### **Noxious Weeds Ordinance**

Municipal Services Director, Mike Barker, requested a change to the City's Noxious Weed Ordinance, Section 10.19 of the Municipal Code.

In the summary Mr. Barker outlined some key changes that he recommends. The committee suggested a change to 10.19(f), it should read 100 feet from any 'dwelling' as opposed to 'structure, deck or patio'. This change will be noted and amended.

*Moved by Ms. Reeths, seconded by Mr. Wiederanders, to recommend the Common Council approve the amendment to Section 10.19 of the Sturgeon Bay Code of Ordinances, Noxious Weeds Prohibited. All ayes. Carried.*

### **Mann Communications Contract**

Mr. VanLieshout explained the option to renew or not renew the personal service contract the City has with Mann Communications for operation of the City's four public access television channels. The renewal would be for two years.

*Moved by Mr. Wiederanders, seconded by Ms. Reeths, to recommend the Common Council to approve the Mann Communication contract for two years. All ayes. Carried.*

### **Public Comment on Meeting Agendas**

Mr. Williams suggested to additions be made to the current General Procedures for Public Comment at Common Council Meetings:

- Add at (fourth bullet point) 'Individuals may only approach the Council after the stated purpose, and permission is granted.'
- Add at (note) a public hearing will 'be officially noticed and' take place prior to the Council meeting.

Mr. VanLieshout talked about rules of decorum. A set of parameters allows for public comment, but are not in violation of Wisconsin open meetings law or state statutes. A set of rules regulating what the City is able to do and what it isn't, and also good for the public should be established.

*Moved by Ms. Reeths, seconded by Mr. Wiederanders, to recommend the Common Council to approve the General Procedures for Public Comment at Common Council Meetings with additions. All ayes. Carried.*

### **Cannabis Referendum**

Mr. Wiederanders suggested adjusting the wording 'persons permanent abode' as it is too vague; he feels it needs to be clearly defined to state 'personal residence'. He also felt the fine amounts outlined in the ordinance are too costly;

*Moved by Mr. Wiederanders to reduce to \$0 for the first offense, and \$0 for the second and subsequent offenses. Mr. Williams seconded the motion for discussion.*

Mr. VanLieshout discussed first offense typically go through a Diversion Program. The City already allows medicinal marijuana use with a valid prescription, as in ordinance 10.20(3). However, the State has yet to allow legal use of medicinal marijuana.

Ms. Reeths is in support of medical marijuana and allowing less than 1 ounce to be in a person's home, but she does not support the use of recreational marijuana. She would like more information regarding arrests based upon law enforcement data. Ms. Reeths would also like more information on long-term use and what marijuana does to a person. She would like Judge Weber or Judge Ehlers to hear what they have to say regarding marijuana use, programs and enforcement.

Mr. Wiederanders reminded the committee that the topic is on an ordinance adjustment for people in their own homes, using marijuana for medicinal purpose. Mr. Wiederanders only wants to see fines removed for this kind of usage on private property.

Mr. VanLieshout stated that as of now consuming marijuana in less than 1 ounce is in violation of the law and subject to a fine. The objective is, if you are in possession or consuming less than 1 ounce in your own home how is that defined where a fine would not occur. Mr. Williams suggested clarifying the word 'abode' to 'personal residence' may be an option. Mr. VanLieshout replied stating if one is in their own place of residence, where one normally lives, that is your abode.

Mr. Williams approved the change in ordinance 10.20, first offense of possession of less than 1 ounce of marijuana in a person's permanent abode, as \$0.

*Moved by Mr. Wiederanders, seconded by Mr. Williams, to recommend the Common Council to approve the amendment to Chapter 25.04 of the Sturgeon Bay Code of Ordinances, Penalties for Possession of Marijuana. All ayes. Carried.*

### **Public Restrooms**

At this time there are public restrooms located at Stone Harbor, Martin Park and Sawyer Park (west side). If it is decided another restroom is necessary downtown, would the City look to add a permanent structure or a port-a-potty was discussed. Also considered is to add more signage for where to find existing restrooms. The cost to add another permanent restroom would be around \$70,000. Available land to add a structure to needs to be considered as well.

A decision was made to have Mr. VanLieshout bring this topic to the appropriate department heads at the time of budget discussion.

### **Café Permits for Outdoor Seating**

There was discussion pertaining to businesses who apply for and receive permits, and how public space is used. Regulating outdoor seating permits is based upon complaints. Stone Harbor and Sonny's have a unique situation, as they have seating not on sidewalks but on public walkways, which is need for discussion.

A decision was made to table the item until next meeting so that further information can be obtained, and a better definition of what we currently have can be reviewed.

### **Communication with the Public**

Informing the public on street and park closures, as an example, was discussed. Currently, the City departments will put notices on the website, Facebook page, radio stations and public access cable TV. Depending on the announcement, there may also be emails, letters, door hangers, signs and public hearing notices.

Ms. Reeths suggested having weekly posts on City activities. Mr. Williams suggested a community bulletin board. Mr. VanLieshout stated that the City website is currently being revamped, and should be easier to navigate to find information. Mr. Williams indicated that people look for events and things that are going on in the City. People don't typically look for things, like closures, etc. An extra effort should be made to notify the citizens of these types of activities.

A decision was made to have Mr. VanLieshout speak to department heads about placing signage and allowing for a 24 hour notice when needed.

### **Public Service Announcements**

Announcements are sent to media, but there is no control over media outlets picking up the release information. Other channels include website and Facebook. At this time the City does not have a policy regarding public service announcements. However, there are fairly frequent PSA's put out by the Public Safety Departments relative to safety related issues. It was noted that an additional PSA will added at the beginning of summer to alert people that summer brings more kids on bikes, so be aware.

*Moved by Mr. Wiederanders, seconded by Ms. Reeths, to adjourn the meeting of the Community Protection Services Committee. All ayes. Carried. The meeting was adjourned at 6:34 p.m.*

Respectfully submitted,



Sarah Spude-Olson  
Police Department  
Administrative Office Manager

CITY OF STURGEON BAY  
INSPECTION DEPARTMENT

June 30, 2019

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

June-19	YEAR TO DATE		June-19	YEAR TO DATE
1	4	ONE FAMILY DWELLINGS	143,100	826,100
0	1	TWO FAMILY DWELLINGS	-----	264,250
0	0	MULTIPLE FAMILY DWELLINGS	-----	-----
0	0	MANUFACTURED HOME	-----	-----
0	0	C.B.R.F.	-----	-----
1	3	RESIDENTIAL ADDITIONS	40,000	89,000
5	16	RESIDENTIAL ALTERATIONS	44,055	230,305
2	5	RESIDENTIAL GARAGES/CARPORTS	46,300	116,300
0	0	RESIDENTIAL GARAGE ADDITIONS & ALTERATIONS	-----	-----
0	5	RESIDENTIAL STORAGE BUILDINGS	-----	12,500
0	0	RESIDENTIAL SWIMMING POOLS	-----	-----
0	0	NON-RESIDENTIAL SWIMMING POOLS	-----	-----
0	0	NEW COMMERCIAL BUILDINGS	-----	-----
1	2	NON-RESIDENTIAL GARAGES & STORAGE BUILDINGS	50,000	319,000
0	0	NON-RESIDENTIAL ADDITIONS	-----	-----
7	27	NON-RESIDENTIAL ALTERATIONS	297,500	2,372,720
0	0	MUNICIPAL BUILDINGS	-----	-----
0	0	WAREHOUSES	-----	-----
0	0	FACTORY & SHOP	-----	-----
0	0	COMMUNICATION TOWER	-----	-----
0	0	SUBSTATION	-----	-----
0	0	AGRICULTURAL BUILDINGS	-----	-----
17	63	TOTAL ESTIMATED COST OF CONSTRUCTION	\$620,955	\$4,230,175
June-19	YEAR TO DATE	TOTAL PERMITS ISSUED	June-19	YEAR TO DATE
17	63	BUILDING PERMITS	3,262	13,883
16	72	ELECTRICAL PERMITS	1,260	10,165
3	25	PLUMBING PERMITS	284	3,639
6	33	HEATING PERMITS	718	9,146
13	113	SIGN PERMITS	300	3,620
0	4	MISCELLANEOUS PERMITS	-----	325
0	0	SUMP PUMP PERMITS	-----	-----
0	0	ELECTRICIAN LICENSES	-----	-----
0	0	EARLY STARTS	-----	-----
1	5	EROSION CONTROL	75	475
0	0	STATE PLAN APPROVALS	-----	-----
1	4	PARK & PLAYGROUND PAYMENTS	300	1,200
1	4	WISCONSIN PERMIT SEALS	35	140
1	5	ZONING BOARD OF APPEALS APPLICATIONS	300	1,500
0	1	ZONING CHANGES/P.U.D. APPLICATIONS	-----	427
0	1	PLAN COMMISSION - CONDITIONAL USES	-----	300
0	1	CERTIFIED SURVEY MAP REVIEWS	-----	140
0	0	SUBDIVISION PLATTING REVIEW	-----	-----
0	0	MISCELLANEOUS REVENUE	-----	-----
0	0	(COPIES, POSTAGE, SALE OF MAPS, ETC.)	-----	-----
0	0	RESIDENTIAL BUILDINGS MOVED	-----	-----
0	0	NON-RESIDENTIAL BUILDINGS MOVED	-----	-----
0	0	CHANGE OF USE	-----	-----
1	1	RESIDENTIAL OCCUPANCY FEES	75	75
2	8	COMMERCIAL OCCUPANCY FEES	125	425
0	0	PIER PERMIT	-----	-----
3	4	DEMOLITION	75	100
2	12	PLAN REVIEW FEE	425	6,475
		ADMIN FEE	283	1,894
		TOTAL RECEIPTS DEPOSITED WITH CITY TREASURER	\$7,517.00	\$53,929.00

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 June, 2019

Date:        July 10, 2019

The following is a summary of the Police Department's activities for the month of June 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 68 crimes.

These crimes can be broken down and classified as follows.

Battery.....	02
Bail Jumping.....	03
Burglary.....	01
Disorderly Conduct.....	05
Possess Controlled Substance.....	04
Fraud / Forgery.....	05
Domestic Abuse.....	04
Theft.....	20
Criminal Damage to Property.....	06
Threats to Injure.....	03
ICAC.....	04
Sexual Assault.....	07
Violate Court Order.....	03
Child Abuse / Neglect.....	01
<b>TOTAL 68</b>	

The above crimes resulted in the loss of \$8,944 to the community, of which \$4,402 has been recovered.

## Arrests

The Department completed a total of 138 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.....	02
Possess Controlled Substance.....	02
Possess Drug Paraphernalia.....	01
Internet Crimes against Children.....	11
Physical Abuse to Child.....	01
<b>TOTAL</b>	<b>17</b>

### B. Misdemeanor Crime Arrests

Disorderly Conduct.....	05
Battery.....	03
Bail Jump.....	02
Criminal Damage to Property.....	01
Resist / Obstruct Officer.....	01
Violate Court Order.....	01
Theft.....	03
<b>TOTAL</b>	<b>16</b>

Wisconsin Probation & Parole Arrests / Warrant Arrests .....	13
<b>TOTAL</b>	<b>13</b>

### C. Ordinance Violation Arrests

Disorderly Conduct.....	03
Animal Running at Large.....	01
Possess / Consume Alcohol Underage.....	01
Retail Theft.....	02
Meddle w/Destruction of Property.....	05
Skateboard where Prohibited .....	01
<b>TOTAL</b>	<b>13</b>

### D. Traffic Crime Arrests

Operate while Revoke.....	04
Hit and Run.....	01
Ignition Interlock Device Tampering.....	02
<b>TOTAL</b>	<b>07</b>

### E. Traffic Violation Arrests

Operate Motor Vehicle while Intoxicated.....	05
Speeding.....	16
Operate Motor Vehicle w/o Insurance.....	11
Operate Motor Vehicle while Suspended.....	10
Fail to wear Seatbelt.....	02
Unregistered Vehicle.....	10
Miscellaneous Violations.....	18
<b>TOTAL</b>	<b>72</b>

In addition to the preceding arrests, the Department conducted a total of 236 traffic stops during the month and logged 60 violations for various motor vehicle defects and local ordinances and issued 51 written warnings for those violations. A total of 02 parking ticket were issued for parking violations throughout the city.

#### **Traffic Accidents**

The Department during the month investigated a total of 18 vehicle accidents. These accidents are categorized into four types.

A.	Motor Vehicle Accidents Involving Fatalities.....	00
B.	Motor Vehicle Accidents Involving Injuries .....	00
C.	Motor Vehicle Accidents Involving Property Damage ..... (greater than \$1,000.00)	15
D.	Motor Vehicle Accidents Involving Property Damage ..... (less than \$1,000.00)	03
		<b>TOTAL 18</b>

#### **Police Service Calls**

Department members handled 467 service calls during the month. These calls consist of both citizen requests for police service as described below (368), crimes investigated (68), traffic accidents investigated (18), and Wisconsin Probation and Parole Assists (13).

A.	Traffic and Road Incidents .....	89
----	----------------------------------	----

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

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

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

C.	Sick and Injured Persons .....	16
----	--------------------------------	----

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

D.	Alarms .....	27
----	--------------	----

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 .....	29
----	------------------------------------	----

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

F.	Civil Disputes .....	11
----	----------------------	----

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

G. Escorts.....	02
Transporting citizens, money escorts for area financial institutions, funerals, and for area industry and farming.	
H. Citizen Assist.....	45
This category is broad and involves such services as assistance in gas drive-off, emergency notifications, attempts to locate people, retrieval of personal property, and vehicle registration assistance.	
I. Assistance Rendered to Other Agencies .....	07
Includes assistance to other law enforcement and government agencies.	
J. Suspicious Person / Vehicle / Circumstance.....	30
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 .....	17
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.....	07
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 .....	67
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 .....	18
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 368**

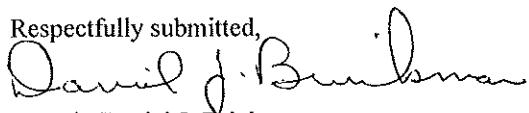
#### **Department Training**

The joint dive team and SWAT conducted their monthly training session.

#### **Education**

Captain Brinkman presented Civilian Response to Active Threats to members of Hope United Church of Christ.

Respectfully submitted,



Captain Daniel J. Brinkman

**BEVERAGE OPERATOR LICENSE**

1. Bastman, Laurie K.
2. Bradle, Andrew F.
3. DeLair, Jennifer C.
4. Gerwin, Bradley J.
5. Hilsabeck, David L.
6. Hobbs, Ann M.
7. Lamm-Stanton, Jennifer L.
8. Mistele, Jessica L.
9. Paschke, Maryann B.
10. Peterson, Sharon A.
11. Rae, Mary J.
12. Robinson, Trent Y.
13. Wiegand, Dale A.
14. Zahn, Michelle M.

**Temporary Class B Beer and Wine Licenses:**

**TEMPORARY CLASS B BEER LICENSE:**

Door County Farm Bureau  
P O Box 5550  
Madison, WI 53705  
Agent: Steven Baxter  
Date: July 31, 2019 – August 4, 2019  
Location: Fair park, 812 North 14<sup>th</sup> Avenue

**TEMPORARY CLASS B WINE LICENSES:**

PATH of Door County  
340 Jaycee Court  
Sturgeon Bay, WI 54235  
Agent: Chastity Hartl  
Date: July 29, 2019  
Location: Graham Park, Tall Ships – Parade of Sails

HELP of Door County INC  
219 Green Bay Road  
Sturgeon Bay, WI 54235  
Agent: Steven Vickman  
Date: July 31, 2019  
Location: Martin Park, Harmony by the Bay

## SIDEWALK CAFÉ PERMIT APPLICATION

Application for sidewalk café permit must include:

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

Name of applicant:

Nancy Bertz

Establishment Name:

Stone Harbor Resort

Address:

107 ~~21st~~ N. 1st Ave. Sturgeon Bay

Phone/Email:

nbertz@stoneharbor-resort.com

☒ Written Request Submitted

☒ Cert of Insurance (additional insured) submitted

☒ Scaled Diagram submitted


☒ Hold Harmless Certificate submitted

☒ Fee Paid \$220 -

Date Completed Application Submitted:

06.24.19

Community Development Approval:

06.24.19 

Department of Public Works Approval:

6/24/2019 

Date of Common Council Approval:

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

☐ Copy of Sidewalk Café Ordinance provided to applicant.

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

Pd 7g.  
New 1/8/17

DOOR COUNTY  
**FAIR**  
ESTABLISHED 1871

TOM ASH, President      THAD ASH, Vice President  
STEVE JENNERJOHN, Treasurer      SARA MUELLER, Secretary  
MEMBERS-AT-LARGE: TIM ASH & JOHN WHITE  
DAWN VANDEVOORT, Educational Liaison  
421 Nebraska St., Sturgeon Bay, WI 54235  
920-746-7126 (Sept.-June) / 920-743-7972 (July-Aug.) website: [www.doorcountyfair.com](http://www.doorcountyfair.com)

July 2, 2019


To: David Ward, Mayor  
City of Sturgeon Bay  
From: Tom Ash, Door County Fair Association  
RE: 2019 Door County Fair, July 31 – August 4, 2019

This letter is our request for an exception to the noise ordinance for the days that the County Fair is being set up, held, and taken down—namely Monday, July 29<sup>th</sup> through Wednesday, August 8<sup>th</sup>.

A check for the \$22.00 fee is attached. All events are listed on our fair website: [www.doorcountyfair.com](http://www.doorcountyfair.com).

Please let me know if I need to appear to present this request. If I do not have to appear, please notify Steve Jennerjohn, Fair Treasurer 495-9156, regarding the decision on this request.

Thank you.

  
Steve Jennerjohn,  
Treasurer  
Door County Fair Association

\*\*our above request is to cover any noise that MAY BE generated by workers out at the "Fair" park in preparation of the 2019 Door County Fair scheduled for July 31<sup>st</sup> to August 4<sup>th</sup>, 2019. Our MINIMUM time request would be July 29<sup>th</sup> – August 7<sup>th</sup>, when the Fair is involved in setup, operating, and taking down equipment and running grandstand events.

If you need any additional information, please contact Steve Jennerjohn, Fair Treasurer at 495-9156.

## RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend the Common Council to approve a Combination Class B Liquor and Beer License for The Nautical Inn of Sturgeon Bay, LLC.

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: July 8, 2019

\* \* \* \* \*

Introduced by \_\_\_\_\_.

Moved by Alderperson \_\_\_\_\_, seconded by

Alderperson \_\_\_\_\_ that said recommendation be adopted.

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

## RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend the Common Council to approve the Mann Communication contract for two years.

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: July 8, 2019

\* \* \* \* \*

Introduced by \_\_\_\_\_.

Moved by Alderperson \_\_\_\_\_, seconded by

Alderperson \_\_\_\_\_ that said recommendation be adopted.

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

## PERSONAL SERVICES CONTRACT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the City of Sturgeon Bay, a Wisconsin municipal corporation, c/o Stephanie Reinhardt, City Clerk, 421 Michigan Street, Sturgeon Bay, Door County, Wisconsin 54235, hereafter referred to as City, and MANN COMMUNICATIONS, LLC, 633 S. 17<sup>TH</sup> PLACE, STURGEON BAY, DOOR COUNTY, WISCONSIN 54235, hereafter referred to as Contractor.

### RECITALS

A. **WHEREAS**, the City is in need of procuring certain personal services for the consolidation and operation of four (4) public, educational, and government (PEG) channels; the promotion, administration, and operation of the PEG channels in accordance with the description of services to be performed as set forth below.

B. **AND WHEREAS**, the Contractor represents that he is ready, willing, and capable of providing said services to the City.

### TERMS

**NOW, THEREFORE**, in consideration of the mutual covenants and promises of the parties as hereinafter set forth, the parties agree as follows:

#### A. Services to be Performed.

The operator shall, during the entire term of this agreement, and any extended term hereafter administer and operate Channel 987, Channel 989, Channel 988 and Channel 990 of the City of Sturgeon Bay cable system, or any of the consolidated public, educational, and governmental channels. The operation and administration of the operator shall include the following:

1. Channel 987:
  - a. Prepare programming for broadcast based upon general guidance from the Community Protection and Services Committee.
  - b. Maintain a text crawl overlaying the video programming highlighting upcoming community events.
2. Channel 989:
  - a. Develop and implement video programming on a weekly schedule. Programming shall consist of a combination of video submitted from within the community, video produced by the operator, and video submitted from outside the community, but with content of local interest.
  - b. Develop and maintain non-video programming in the form of text and graphics consisting of public service announcements, program schedules and other information of local interest.

- c. Monitor all submittals for compliance with city ordinances and policies concerning public access cable.
  - d. Provide video coverage for broadcast of at least 30 community events per year, to include parades, festivals, sports, political forums, visual and performing arts, and other programs of community interest.
  - e. Maintain an inventory of video equipment and make it available to the general public for the taping of local events for broadcast on Channel 96. Coordinate public awareness regarding availability of public access channel.
3. Channel 988:
- a. Video Record and broadcast a minimum of six (6) governmental meetings per month and two City Council preview shows per month. All videotaped city meetings will be broadcast live unless directed otherwise.
  - b. Develop and implement a broadcast schedule for all city and county meetings videotaped.
  - c. Develop and maintain non-video programming in the form of text and graphics consisting of all city meetings agendas, city government announcements, and other city information of public interest.
4. Channel 990:
- a. Video Record and broadcast a minimum of one (1) school district meeting per month and three (3) additional educational programs per month. All videotaped school district meetings will be broadcast live unless directed otherwise.
  - b. Develop and implement a broadcast schedule for all school district meetings videotaped.
  - c. Develop and maintain non-video programming in the form of text and graphics consisting of all school district meetings agendas, school district announcements, and other school district information of public interest.
  - d. All school district meetings/events which are recorded live shall be broadcast within one (1) week of recording.
5. General:
- a. Maintain, on a yearly basis, an operations manual for the Sturgeon Bay Community Access Cable System.
  - b. Attend regular scheduled meetings of Community Protection and Services Committee and the Cable Communications System Advisory Council and report as necessary.
  - c. Maintain Video Record archives of all programming.
  - d. Maintain records of all programming and other significant activity.

- e. Maintain equipment in a serviceable condition, procure repairs as necessary and recommend for liquidation or disposal, items of equipment which is no longer needed. Maintain an up-to-date equipment inventory.
- f. Coordinate public access activities including public awareness campaign, broadcast of tapes provided by the general public, maintaining and lending equipment and recording significant community events as required.
- g. Work with City and School District staff in preparation and presentation of annual operating expense and capital improvements budgets for Channels 95, 96, 97 and 98.
- h. Maintain the City's plan for operation of PEG channels. Operate the PEG channels pursuant to said plan. Recommend revisions to said plan that will enhance the effectiveness and operation of the PEG channels.

**2. Contract Term.** The services provided in Section A shall be provided during the term commencing January 1, 2017 and ending at 11:59 p.m. on December 31, 2018, unless sooner terminated as provided herein. The City of Sturgeon Bay may, at its option, extend this Contract for additional term of two years by providing notice thereof at least thirty (30) days prior to the expiration of this Agreement.

**3. Compensation.** The City shall compensate Contractor for the above-described services at the annual rate of \$58,720.00 for the first year of the contract and \$61,220.00 during the second year of the contract. Payments shall be made to Contractor in equal monthly payments beginning thirty (30) days after the commencement of this Agreement, for services rendered for the previous month. Contractor shall also receive a commission of fifteen (15%) percent of the sale price of any equipment sold by Contractor at City's request. The City reserves the right to sell surplus equipment independent of Contractor. Prior to commencement of work, Contractor shall receive approval from either the Community Protection & Services Committee or the City Administrator (for emergency situations) for compensation of any materials or services performed above and beyond the provisions of this contract.

**4. Provision of Equipment, Materials, Goods, and Services.** The City shall provide the following described materials, goods, or services to Contractor:

- A. Use of all City PEG cable equipment and facilities. Contractor agrees to use such facilities and equipment carefully and prudently and will not be held responsible for damage to or loss of such equipment and facilities unless Contractor is found to be negligent, or unless such damage or loss is the result of an intentional act of Contractor. Contractor shall not be responsible for loss or damage under circumstances over which Contractor has no control.
- B. Regarding any materials, goods, or supplementary services that Contractor may deem necessary in order to provide services to the City under this contract, Contractor may voluntarily, at no cost to the City, provide such materials, goods, or supplementary services or Contractor may specifically request City, in writing, to provide or make available such materials, goods or supplementary

services. Video tapes provided by the Contractor for PEG programming upon taping shall become the property of the City.

- C. The Contractor is not required to provide any materials, goods, or supplemental services. However, Contractor may provide the use of some of his own materials or goods in order to improve the Contractor's services to the City.
- D. Any media, programming, or related media produced in accordance with this contract shall remain the exclusive property of the City of Sturgeon Bay, and the Contractor shall in no way acquire any ownership, copyright, or rights of artistic expression therein.
- E. Any purchases of goods or equipment by Contractor on the City's behalf for the operation of the PEG channels shall follow the purchasing guidelines and policies of the City.

**S. Programming Use.** Contractor agrees not to use his position as PEG Coordinator or use any equipment owned by the City and furnished for use of PEG programming or use any programs written, developed or produced in connection with PEG programming for Contractor's personal use or for sale or other profit by Contractor. Contractor agrees that all programming and production during the term of the Contract, whether produced by the Contractor or submitted by private parties, shall be the property of the City. Contractor shall have no rights to the use of said programs.

**6. Insurance.** Contractor shall maintain during the life of this Contract and any extension hereof general liability and property damage insurance as shall protect Contractor and any subcontractor/employee performing work covered by this Contract from any claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from performance of this Contract, whether such operation be by Contractor itself or by any subcontractor or by anyone directly or indirectly employed by either of them. Property damage and liability insurance shall name the City of Sturgeon Bay as an additional insured. The coverages and minimum policy limits of such insurance shall be as follows:

- A. Bodily Injury
  - \$1,000,000 Each Occurrence
  - \$1,000,000 Annual Aggregate, Products & Completed Operations
- B. Property Damage
  - \$500,000 Each Occurrence
  - \$1,000,000 Annual Aggregate

- C. Property Damage Liability will provide Explosion, Collapse and Underground coverage where applicable.
- D. Personal Injury with employment exclusion deleted  

\$1,000,000	Annual Aggregate
-------------	------------------
- E. Comprehensive Automobile Liability
- F. Bodily Injury  

\$500,000	Each Person
\$500,000	Each Accident
- G. Property Damage  

\$500,000	Each Occurrence
-----------	-----------------
- H. Business Auto Insurance  

\$500,000	Single Limit for Bodily Injury and/or Property Damage
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**7. Worker's Compensation Insurance.** Contractor shall maintain during the term of this Contract and any extended term hereafter worker's compensation insurance for all its employees at the site of the project and, in case any work is sublet, shall require any subcontractor to provide worker's compensation insurance covering any employee which is working upon the project which is the subject of this Agreement.

**8. Independent Contractor.** The parties understand and acknowledge that the relationship herein between the City and Contractor is that of an Independent Contractor relationship and not that of an employer-employee relationship. The parties also understand that the Contractor will be responsible for all income tax and social security tax reporting; the City will furnish a Form 1099 showing the gross payments for the above-described personal services but will not withhold any amounts for income taxes or social security taxes for Contractor.

**9. Indemnification.** Contractor shall indemnify and hold harmless City, its agents, officers and employees, for any damages to person, property, or otherwise caused by the actions of Contractor.

**10. Termination.** This Personal Services Contract may be terminated by the City at any time upon prior thirty (30) days written notice delivered to the Contractor from the City, or to the City or sent by certified mail return receipt requested. Either party may terminate this Agreement immediately at any time upon breach by the other party of its obligations and responsibilities under this contract. Upon termination, Contractor shall be paid for all funds due to him through date of termination.

Contractor will return to the City all equipment, books, records, tapes and documents belonging to the City which he has in his possession or control or which he has placed with someone else in the condition such equipment or property was in when received by Contractor, usual wear and tear excepted.

12. Default/Breach. In event of breach of the contract by Contractor, Contractor will be responsible for the City's cost of enforcement (including costs of obtaining return of any property under paragraph 11. above), including court costs, disbursements and attorney's fees.

13. Assignment. Contractor may not assign his interest in this contract without the prior written consent of the City. He may hire or contract with other persons or entities for the performance of duties under this Agreement without violating this provision.

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

15. Declaration of Novation. This contract represents and constitutes a novation of any and all existing contracts and amendments, including but not limited to the present contract dated February 9, 2007 and that as a novation, this contract supersedes and replaces all such previously existing contracts.

16. The following documents are hereby included as a part of this contract as a method of clarifying the scope of work and services to be provided.

- A. CITY OF STURGEON BAY, WISCONSIN, REQUEST FOR PROPOSALS, OPERATION OF FOUR (4) PUBLIC, EDUCATIONAL. & GOVERNMENT (PEG) CHANNELS
- B. Proposal, Mann Communications, LLC, July 14, 2010

17. This Agreement shall extend to the heirs, successors, personal representatives and assigns of the parties hereto.

CITY OF STURGEON BAY

By: \_\_\_\_\_  
Thad Birmingham, Mayor

Attest: \_\_\_\_\_

Stephanie L. Reinhardt, City Clerk

STATE OF WISCONSIN

COUNTY OF DOOR

Personally came before me this \_\_\_\_\_, day of \_\_\_\_\_, \_\_\_\_\_, Thad Birmingham, Mayor, and Stephanie L. Reinhardt, City Clerk of the above named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such officers of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission: \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_  
Jason Mann, Co-Owner

\_\_\_\_\_  
Morgan Mann, Co-Owner

STATE OF WISCONSIN

COUNTY OF DOOR

Personally came before me this \_\_\_\_\_, day of \_\_\_\_\_, \_\_\_\_\_, Jason Mann, Co-owner, and Morgan Mann, Co-owner of the above named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such officers of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission: \_\_\_\_\_

This instrument drafted by: Attorney Randall J. Nesbitt Pinkert Law Firm LLP  
454 Kentucky Street,  
P.O. Box 89 Sturgeon  
Bay, WI 54235-0089  
Telephone No.:  
(920)743-6505  
on behalf of the City of Sturgeon Bay

## RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend the Common Council to approve Chapter 37 of the Sturgeon Bay Code of Ordinances, Commercial Quadricycle Licensing, as created.

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: July 8, 2019

\* \* \* \* \*

Introduced by \_\_\_\_\_.

Moved by Alderperson \_\_\_\_\_, seconded by

Alderperson \_\_\_\_\_ that said recommendation be adopted.

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**An Ordinance to Create Chapter 37  
of the City of Sturgeon Bay  
Code of Ordinance.**

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

**SECTION 1.: Chapter 37 of the Sturgeon Bay Code of Ordinances is hereby created to read as follows:**

**Chapter 37 – Commercial quadricycle licensing.**

**37.01 – Definitions.**

- (1) *Applicant* means the individual applying for a license under this section or any person who is an officer of a corporation that is applying for a license under this section.
- (2) *Commercial quadricycle* means a vehicle with fully operative pedals for propulsion entirely by human power that:
  - (a) Has four wheels and is operated in a manner similar to a bicycle;
  - (b) Is equipped with at least eight (8) seats for passengers;
  - (c) Is designed to be occupied by a driver and by passengers providing pedal power to the drive train of the vehicle;
  - (d) Is used for commercial purposes; and
  - (e) Is operated by the vehicle owner or an employee of the owner.
- (3) *Commercial quadricycle business* means any enterprise that owns a commercial quadricycle or manages the operation of a commercial quadricycle.
- (4) *Commercial quadricycle operator's license* means an operator's license as described below in 37.02.
- (5) *Public commercial quadricycle operator* means any person who operates a commercial quadricycle or commercial quadricycle which transport passengers for hire or compensation.

### **37.02 – Licenses required.**

- (1) *Commercial quadricycle business license.* No person may engage in a commercial quadricycle business unless each commercial quadricycle used in the business is licensed. A commercial quadricycle business license shall expire on December 31 of each year.
- (2) *Commercial quadricycle operator's license.* No person may operate a commercial quadricycle for purposes upon a highway or public road unless the person is licensed as a public commercial quadricycle operator. The public commercial quadricycle operator's license shall expire on December 31 of each year.

### **37.03 – Commercial quadricycle business application process.**

- (1) *Application.* A person wishing to operate a commercial quadricycle business shall apply to the city clerk for a business license using an approved form and pay the clerk a fee in the amount designated in the City of Sturgeon Bay Fee Schedule for each commercial quadricycle managed by the person. The clerk shall forward the application to the police department for review. The police department shall deny the application if any of the following applies:
  - (a) The circumstances of a pending criminal charge against the applicant substantially relate to the licensed activity:
  - (b) The applicant has been convicted of any felony, misdemeanor or other offense, the circumstances of which substantially relate to the particular job or licensed activity.
  - (c) The applicant made a false statement on the application.
  - (d) The applicant is under 18 years old.
- (2) *Commercial Quadricycle Plan of Operation.* All applicants must complete and file with the clerk a Commercial Quadricycle Plan of Operation detailing the hours of operation, routes, quadricycle operators, and the rules the licensee will enforce on its customers regarding alcohol beverage possession and consumption and litter and noise regulation. This plan of operation shall be forwarded to the Police and Fire departments for consideration as a condition of approval of the license. In its review, the Police and Fire department may recommend approval, approval subject to certain modifications or denial of the license.
- (3) *Appeal.* If the police or fire department denies an application for a commercial quadricycle business license, or demands modifications that the applicant objects to, the applicant may appeal within 15 days after the police and fire department mails a notice of its decision to the applicant. If the applicant files a timely appeal with the clerk, the clerk shall schedule an appeal hearing before the community protection and services committee.

- (4) *Hearing Before Committee.* The committee may approve any application placed on its agenda only if the applicant is qualified under this section and may place conditions upon approval. The common council shall affirm, reverse or modify the committee's decision.
- (5) *Issuance.* The clerk shall issue the commercial quadricycle business license if the applicant has been approved by the common council and has satisfied all other provisions of this section.
- (6) *Vehicle Inspection.* Before a commercial quadricycle business may operate a commercial quadricycle on a highway, the applicant shall obtain a certificate of inspection of the Commercial Quadricycle by a mechanic certified by the National Institute for Automotive Service Excellence (ASE). The ASE mechanic will provide certification, satisfactory to the police department that the Commercial Quadricycle is in sound mechanical working condition. This paragraph does not apply to a commercial quadricycle owned or operated by:
- (a) A nonprofit corporation that provides to the police department proof that the vehicle passed a state vehicle inspection.
  - (b) An organization which is exempt from federal income tax under IRC § 501(c)(3) that provides to the police department proof that the vehicle passed a state vehicle inspection.
- (7) *Insurance.* Maintain liability insurance coverage for the commercial quadricycle containing the limits of not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage, issued by a company authorized to do business in the state. A certificate of insurance for liability coverage for the calendar year specific to each commercial quadricycle shall be filed with the city clerk.
- (h) *Police Department Vehicle Review.* The police department shall affix a license sticker to the rear of each inspected commercial quadricycle if the department determines that the commercial quadricycle is:
- (a) licensed with the city clerk.
  - (b) certified in safe working condition as required by subsection (g) (6) of this ordinance.
  - (c) insured as required by subsection (g) (7) of this ordinance.
  - (d) Conspicuously displaying on the exterior driver and passenger side of the vehicle:
    - (i) The name or trade name of the public vehicle business.
    - (ii) The phone number of the public vehicle business.

- (iii) A unique number assigned by the commercial quadricycle business that identifies the particular vehicle.
- (e) Conspicuously displaying within the front passenger compartment:
  - (i) A display holder within which commercial quadricycle operators can show their licenses while operating the commercial quadricycle.

**37.04 – Commercial quadricycle operator's license application process.**

- (1) *Application.* A person wishing to obtain a commercial quadricycle operator's license shall apply to the city clerk using a common council approved form and pay to the clerk the proper license fee and submit an acceptable passport-sized photo. The clerk shall forward the application to the police department for review. If the police department approves the application, it shall forward its recommendation to the clerk. The police department shall deny the application if any of the following applies:
  - (a) The circumstances of a pending criminal charge against the applicant substantially relate to the licensed activity.
  - (b) The applicant has been convicted of any felony, misdemeanor or other offense the circumstances of which substantially relate to the particular job or licensed activity.
  - (c) The applicant made a false statement on the application.
  - (d) The applicant is under 18 years old.
- (2) *Appeal.* If the police department denies an application for a commercial quadricycle operator's license, the applicant may appeal within 15 days after the police department mails a notice of denial to the applicant. If the applicant files a timely appeal with the clerk, the clerk shall schedule an appeal hearing before the community protection and services committee. The committee shall approve the application only if the applicant is qualified under this section and may place conditions upon approval. The common council shall affirm, reverse or modify the committee's decision.
- (3) *Issuance.* The clerk shall issue a commercial quadricycle operator's license if the applicant has been approved by the police and fire departments or the common council and has satisfied all other provisions of this section.

**37.05 – Commercial quadricycle regulations. The owner and operator of a commercial quadricycle are both responsible for ensuring compliance with this subsection.**

- (1) *Deviation From Plan of Operations.* Licensees must adhere to the routes specified in their submitted Plan of Operations. New routes must be applied for and approved by the common council before a licensee may use the new routes. Temporary routes must be applied for and approved by the chief of police or his or her designee. A temporary route application must be submitted in writing and include a proposed map no later than ten business days prior to the applicant's proposed first date of operation of the temporary route. No licensee shall operate a commercial quadricycle on a street closed off to public traffic regardless of whether the street is included in an approved route. Any deviation from a new or temporary route without approval shall be a violation of this section.
- (2) *Hours of Operation.* Commercial quadricycle operation is permitted between the hours of 10:00 am and 10:00 pm. Commercial quadricycle operation does not include the use of a commercial quadricycle for maintenance, inspection, or without passengers.
- (3) *Limitation on Location.* It is unlawful for any person to operate or to permit another to operate a commercial quadricycle at other times or in other locations than those approved by the common council or the chief of police or his or her designee.
- (4) *Operations without License.* No public commercial quadricycle operator shall drive, or be permitted by a public commercial quadricycle operator to drive, a commercial quadricycle without a valid Wisconsin driver's license or a valid driver's license issued by any other state in the United States.
- (5) *Limitation on Possession.* Passengers on a commercial quadricycle may possess on or carry onto the commercial quadricycle no more than 36 ounces of fermented malt beverages as defined in Wis. Stat. § 125.02(6). No other alcohol beverages, as defined in Ch. 125, Wis. Stats., may be possessed on, carried upon, or consumed upon a commercial quadricycle.
- (6) *Prohibition of Glass Containers.* No glass containers may be carried on a commercial quadricycle.
- (7) *Application to All Use.* Restrictions on possession, transportation and consumption of alcohol beverages in the operation of commercial quadricycles upon city highways and public places shall apply to operation of commercial quadricycles when used for non-revenue producing events or transportation in addition to regular commercial activities.
- (8) *Driver Consumption.* No driver of a commercial quadricycle may consume alcohol while the commercial quadricycle is occupied by passengers.
- (9) *Driver Restriction.* No person may drive a commercial quadricycle with an alcohol concentration of more than 0.02.

- (10) *Beer and Fermented Malt Beverages Only.* No person may drive a commercial quadricycle on which any alcoholic beverages are carried or consumed other than beer or fermented malt beverages under this section.
- (11) *Delivery Prohibited.* No person may drive a commercial quadricycle on which alcoholic beverages are sold and may not transport alcoholic beverages on a commercial quadricycle for the purposes of sale or delivery upon sale.
- (12) *Notice of Restrictions.* Passengers shall be advised by the operator, driver or other person responsible for the operation of the commercial quadricycle that no alcohol beverages shall be possessed on, carried upon, or consumed on a commercial quadricycle in violation of city ordinance or state statute, and shall conspicuously post a notice of these restrictions upon the commercial quadricycle in a form and manner approved by the city.
- (13) *License Required.* The operator of the commercial quadricycle shall hold a valid operator's license pursuant to subsection 37.01(1) City of Sturgeon Bay Code of Ordinance.
- (14) *Traffic Laws.* The operator of the commercial quadricycle shall operate the vehicle at all times in compliance with applicable local and state traffic and parking laws.
- (15) *Grounds for License Action.* Failure of a person to comply with the regulations of this section or to operate in accordance with the approved plan of operation shall constitute grounds for suspension or revocation of license.
- (16) *Council May Amend.* The common council may adopt and from time to time amend the regulations relating to commercial quadricycles and their operations, including, but not limited to, hours of operations, routes, vehicle markings and safety equipment.

### **37.06 Suspension and Revocation.**

- (1) *Intent.* Commercial Quadricycle Licenses or Commercial Quadricycle Operator's License may be suspended or revoked by the common council upon first affording the license holder an opportunity for a public evidentiary hearing as provided in this ordinance.
- (2) *Hearing form.* The Community Protection and Services Committee shall conduct any hearing or prehearing as described in this subsection.
- (3) *Grounds.* Licenses may be the subject of hearings as described in this provision for any violation of a provision of this ordinance or any other violation of ch. 125 Wis. Stats., or the Code of Ordinances deemed pertinent to the licenses regulated by this ordinance including, for purposes of illustration, but not limited to:

- (a) Licensee or operator directly interfering with police officers or otherwise violating the law in a manner substantially related to the operation of the licensed operation.
- (b) Traffic code violations including disorderly conduct with a motor vehicle or other action deemed unsafe in the judgement of the committee.
- (c) Disorderly or disruptive conduct by customers not controlled by licensee
- (d) Operating off route
- (e) Operating outside of permitted hours
- (f) Serving an underrated person
- (g) Violation of the Commercial Quadricycle Plan of Operation
- (h) Failure to maintain the qualifications required for a license under this ordinance.

(4) *Prehearing.* Any state or city agency may, by communication to the common council, bring allegations of any violation of state liquor laws or any violation referenced above before the Community Protection and Services Committee for prehearing as an item in the regular meeting of said committee. Conduct of such prehearing shall be informal, allowing the committee an opportunity to hear the allegations and permitting the accused licensee to respond if they so wish. The purpose of such prehearing will be to determine if the allegations are of such magnitude, importance, or otherwise of such nature to require a formal evidentiary hearing as provided by (5) below. After hearing the allegations and any response, the committee shall determine whether to recommend to the common council that: a formal evidentiary hearing be held based on the factors listed below. Nothing in this subsection shall prohibit a person from filing a verified complaint with the Community Protection and Services Committee and proceeding directly to a hearing as provided in subsection (6) below.

- (a) The licensee's history of convictions, charges, or complaints and the relationship of such history to licensed activities.
- (b) The length of time since such conviction, charge, or complaint.
- (c) The circumstances and seriousness surrounding the complaint(s) before the committee.
- (d) The degree of personal rehabilitation since the last incident involving the licensee.
- (e) The community's standards or interests to be protected.
- (f) The need for formal hearing to clarify the facts in regard to factors listed above.

(5) *Hearing.* If a prehearing is conducted, as provided in subsection (4), and a formal evidentiary hearing is ordered by the community protection and welfare committee, the city attorney's office, or a special prosecutor appointed for such hearing, shall draft a formal complaint and see to it that such complaint is served with a summons as provided in subsection (6) below. The complaint may include any alleged violation of state or municipal liquor law occurring in the preceding license year which was not the subject of a hearing under this section. Such complaint shall be issued in the name of the complainant and shall state specific violations complained of and may include any other violations involving the licensee in the past two license years which have not been the subject of a formal hearing. The complaint shall be served with a summons as provided in subsection (6) below. Any formal evidentiary hearing shall be held in conformity with the procedures in subsection (6) below.

(6) *Hearing procedures.*

(a) Upon a verified complaint filed with the city clerk that any person licensed hereunder has violated the provision of ch. 125, Wis. Stats., the criminal code of the state, or any provision of the Code of Ordinances, including those referenced in subsection (3) above, or any other provision of this chapter or ch. 125, Wis. Stats., the common council shall issue a summons signed by the clerk directed to any peace officer or constable therein, commanding the person so complained of to appear before the protection and welfare committee on a day and at a place named in such summons, not less than three days nor more than ten days from its date, and show cause why the license should not be suspended or revoked. Such summons shall be served at least three days before the time in which such person is commanded to appear, and shall be served as provided at ch. 801, Wis. Stats.

(b) The licensee may be represented by counsel at their own expense, present and examine witnesses, and have prepared at the licensee's expense a transcript of the hearing.

(c) The licensee and complainant shall be allowed the right to call and cross-examine witnesses under oath, present evidence and arguments.

(7) *Recommendations.* At the conclusion of the evidentiary hearing, which may be held in open or executive session depending on the nature of the evidence to be produced, the committee, following deliberation in open or executive session, shall consider the factors listed at subsection (4) and shall thereupon make specific findings of fact and conclusions of law, and forward one or more of the following recommendations to the common council:

(a) No action should be taken due to insufficiency of the evidence.

(b) No action should be taken at present because of an accommodation on the part of the license holder has been reached.

(c) A warning letter be issued and the original thereof be retained in the licensee's file kept in the office of the city clerk.

(d) A suspension of not less than ten days nor more than 90 days be imposed.

(e) The license be revoked or invalidated.

(f) The licensee be placed on probation, and the committee shall set conditions therefore.

(g) The complaint be tabled pending disposition of pending criminal or municipal court code violations, at which time the matter will be considered and a recommendation made.

(8) *Consideration and Appeal.* The common council shall consider and take action on the recommendation of the Community Protection and Services Committee within 45 days after the Committee adjourns the hearing. The common council may adopt, reject, modify, or remand the recommendation to the Committee for further deliberations. Appeal from the decision of the Council shall be to the Door County circuit court.

### **37.07 Penalties:**

In addition to any penalty specifically provided for or ordered under this chapter, any person who violates any provision of this chapter shall be subject to a penalty as provided in section 25.04 of this Municipal Code.

## **SECTION 2.**

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

## **SECTION 3.**

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

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

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend the Common Council to approve the amendment to Section 10.175 of the Sturgeon Bay Code of Ordinances, Drinking on Public Property Regulated.

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: July 8, 2019

\*\*\*\*\*

Introduced by \_\_\_\_\_.

Moved by Alderperson \_\_\_\_\_, seconded by

Alderperson \_\_\_\_\_ that said recommendation be adopted.

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**An ordinance to Amend Section 10.175  
Of the City of Sturgeon Bay  
Code of Ordinance.**

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

**SECTION 1.: Section 10.175 of the Sturgeon Bay Code of Ordinances, Drinking on public property regulated, is repealed and recreated to read as follows:**

**10.175 - Drinking on public property regulated.**

(1) Except as provided in section 9.01(9) and to the limited extent necessary to permit the activities authorized by a Commercial Quadricycle Business License under Chapter 37, no person shall possess or drink from any open can, bottle or other container containing fermented malt beverage or intoxicating liquor on any public street, sidewalk, alley or other public way in the city.

(2) Except as provided in section 9.01(9) and to the limited extent necessary to permit the activities authorized by a Commercial Quadricycle Business License under Chapter 37, no person shall consume any alcohol or fermented malt beverage which was purchased by the glass or other open container except on the premises of the licensed establishment it was purchased from.

**SECTION 2.**

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

**SECTION 3.**

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

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

## RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend the Common Council to approve the amendment to Section 10.19 of the Sturgeon Bay Code of Ordinances, Noxious Weeds Prohibited.

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: July 8, 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

**Date:** 01 July 2019

**Title:** Change to the City's Noxious Weed Ordinance

**Background:** The Director of Municipal Services and his staff spend an average 4-5 hours per week dealing with complaints and attempts to settle noxious weed ordinance violations during the summer months. The majority of these complaints come from citizens other than the adjacent owner. The current ordinance allows anyone to drive through the city and file a complaint, against any property owner who appears to have a lawn out of compliance. The updated ordinance would only allow adjacent property owners to file a complaint. The current ordinance forces owners of undeveloped lots mow their lot back 100' from a developed lot to remain compliant, some of these lots are not within 100 feet of buildings on developed lots.

Some key changes that are recommended are:

- Change "*cause or produce hay fever or other toxic effects*" be changed to "*cause toxic effects*". All grasses produce pollen which may trigger hay fever in some folks but it does not produce hay fever.
- A minimum distance of six feet from the edge of streets and public sidewalks. If the lot has a fire hydrant, the grass shall be cut back a distance of six feet beyond the hydrant.
- A minimum distance of ten feet parallel to property lines of adjoining developed lots, if requested by the owner of the adjoining lot.
- A minimum of 100 feet from any structure, deck or patio on a developed lot or to the property line, whichever is less.
- Any area containing noxious weeds.

**Fiscal Impacts:** None, the offset of income from the City mowing lots would be offset by the number of hours spent enforcing the ordinance.

**Recommendation:** Staff recommends changing the ordinance as described.

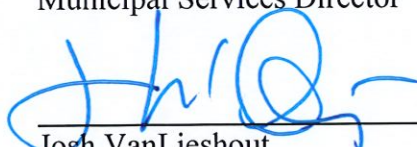
**Prepared By:**



Mike Barker  
Municipal Services Director

**Date:** 01 JUL 2019

**Reviewed By:**



Josh VanLieshout  
City Administrator

**Date:** July 1, 2019

• 10.19 - Uncut Lawns and Noxious weeds prohibited.

(1) *Definition.* "Noxious weeds" as used herein includes the following: Canada thistle, leafy spurge, field bindweed (creeping jenny), ragweed, poison ivy, and invasives on Wisconsin Department of Natural Resources invasive species list.

(2) *Purpose.* The purpose of this section is to prevent unkept lawns and the problems that noxious weeds present; noxious weeds shall be controlled in part by cutting and/or spraying to prevent blossoming of the noxious weeds and their spread due to blossoming.

(3) *Prohibited.* No one owning property within the city shall permit any weeds or grasses which cause or produce hay fever or other toxic effects in human beings, emit unpleasant or noxious odors or conceal filthy deposits to grow or pollinate on his/her premises. To prevent such growth and pollination, every owner shall mow or cause to be mowed all grasses or weeds exceeding ten inches in height on premises owned by the individual and on any ~~tree, lawn or~~ street right-of-way between the property line and a developed street abutting such premises, except those areas approved under section 32.06(2)(e) as a natural lawn. Where such weeds or grasses cannot be controlled or eradicated by such treatment, the property owner shall spray or cause to be sprayed this growth with chemicals which shall control or eradicate such weeds and grasses, ~~except in those areas where noxious weeds, as defined above, exist, the following shall apply:~~ The areas required to be cut or otherwise controlled shall be as follows:

(a) ~~Where undeveloped areas abut developed lots, a minimum distance of 100 feet from the developed lot shall be cut. At the discretion of the weed commissioner, cutting of additional footage may be required upon his/her finding that such cutting is necessary to carry out the intent of this section. A minimum Distance of six feet from the edge of streets and public sidewalks. If the lot has a fire hydrant, the grass shall be cut back a distance of six feet beyond the hydrant.~~

(b) ~~Vacant property not abutting developed lots may be required to be cut upon the finding of the weed commissioner that such cutting is necessary to carry out the intent of this section. A minimum distance of ten feet parallel to property lines of adjoining developed lots, if requested by the owner of the adjoining lot.~~

(c) A minimum of 100 feet from any structure, deck or patio on a developed lot or to the property line, whichever is less.

(d) Any area containing noxious weeds.

(e) At the discretion of the weed commissioner, cutting of additional footage beyond the minimum listed in pars. (a) to (c) may be required upon his/her finding that such cutting is necessary to carry out the intent of this section.

(f) Upon a favorable recommendation by the weed commissioner, the city council may waive or relax the noxious weed control standards prescribed by this section, except for those standards established by the state, upon a finding that literal enforcement of the noxious weed control standards prescribed by this section is physically impossible or presents an extreme hardship on the owner out of proportion to the problem. The weed commissioner shall note his/her recommendations in the records kept and maintained by him/her and shall also note any relaxed standards which may be approved. These findings and relaxed standards, if any, shall be subject to review and revocation at any time by the city council without a showing of cause or a change

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in circumstances, and a waiver or relaxation of standards in accordance with this section shall only be effective for one year.

- (4) *Enforcement by weed commissioner: notices.* The weed commissioner shall enforce this section. If any person fails to comply herewith, the commissioner shall, after five days' written notice to the owner, cause the premises to be mowed or sprayed and shall report the cost thereof in writing to the clerk-treasurer. This cost shall be entered on the tax roll as a special tax to be collected in the same manner as other taxes. The property owner shall notify the weed commissioner of compliance with the notice; failure to do so within the five-day period renders compliance null and void.

(Code 1992, § 10.19; Ord. No. 1109-1003, § 2, 10-21-03; Ord. No. 1323-0916, § 1, 9-20-16)

## RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend the Common Council to approve the amendment to Chapter 25.04 of the Sturgeon Bay Code of Ordinances, Penalties for Possession of Marijuana.

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: July 8, 2019

\* \* \* \* \*

Introduced by \_\_\_\_\_.

Moved by Alderperson \_\_\_\_\_, seconded by

Alderperson \_\_\_\_\_ that said recommendation be adopted.

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

## Chapter 25 - CONSTRUCTION AND EFFECT OF ORDINANCES

### 25.01 - Rules of construction.

In the construction of this Code, the following rules shall be observed unless such construction would be inconsistent with the manifest intent of the ordinance:

- (1) *Wisconsin Statutes.* All references to "Wisconsin Statutes" or "Wis. Stats." shall mean the Wisconsin Statutes for the years 1993-94.
- (2) *Gender, singular and plural.* Every word in this Code and in any ordinance imparting the masculine gender may extend and be applied to females as well as males, and every word imparting the singular number only may extend and be applied to several persons or things as well as to one person or thing; provided these rules of construction shall not be applied to any provision which contains any express language excluding such construction or when the subject matter or context of such provision may be repugnant thereto.
- (3) *Person.* The word "person" extends and applies to natural persons, firms, corporations, associations, partnerships or other bodies politic and all entities capable of being sued, unless plainly inapplicable.
- (4) *Acts of agents.* When a provision requires an act to be done which may, by law, as well be done by an agent as by the principal, such requirement shall be construed to include all such acts when done by an authorized agent.

(Code 1992, § 25.01)

### 25.02 - Conflict and separability.

- (1) *Conflict of provisions.* If the provisions of the different chapters of this Code conflict with or contravene each other, the provisions of each chapter shall prevail as to all matters and questions arising out of the subject matter of such chapter.
- (2) *Separability of Code provisions.* If any section, subsection, sentence, clause or phrase of the Code is for any reason held to be invalid or unconstitutional by reason of any decision of any court of competent jurisdiction, such decision shall not affect the validity of any other section, subsection, sentence, clause or phrase or portion thereof. The mayor and city council hereby declare that they would have passed this Code and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions may be declared invalid or unconstitutional.

(Code 1992, § 25.02)

### 25.03 - Clerk-treasurer to file documents incorporated by reference.

Whenever in this Code any standard, code, rule, regulation or other written or printed matter is adopted by reference, it shall be deemed incorporated in this Code as if fully set forth herein and the clerk-treasurer is hereby directed and required to file, deposit and keep in his/her office a copy of the Code, standard, rule, regulation or other written or printed matter as adopted. Materials so filed, deposited and kept shall be public records open for examination with proper care by any person during the clerk-treasurer's office hours, subject to such orders or regulations which the clerk-treasurer may prescribe for their preservation.

(Code 1992, § 25.03)

25.04 - Penalty provisions.

- (1) *General penalty.* Whenever so provided in this Code, any person who shall violate any of the provisions of this Code shall, upon conviction of such violation, be subject to a penalty, which shall be as follows:

- (a) *First offense.* Any person who shall violate any provision of this Code, other than subparagraph (c) below or except as otherwise provided in this Code, shall, upon conviction thereof, forfeit not less than \$1.00 nor more than \$200.00, together with the costs of prosecution, and in default of payment of such forfeiture and costs of prosecution shall be imprisoned in the county jail until such forfeiture and costs are paid, but not exceeding 90 days.

1. Any person who violates Ch. 10.20 of the City of Sturgeon Bay Municipal Code, while in the person's permanent abode, shall upon conviction thereof forfeit not more than \$0.00, together with the costs of prosecution and in default of such forfeiture and costs of prosecution shall be imprisoned in the county jail until such forfeiture and costs are paid, but not exceeding ninety (90) days.

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- (b) *Second offense.* Any person found guilty of violating any provision of this Code, other than subparagraph (c) below or except as otherwise provided in this Code, who has previously been convicted of a violation of the same provision shall, upon conviction thereof, forfeit not less than \$10.00 nor more than \$200.00 for each such offense, together with the costs of prosecution, and in default of payment of such forfeiture and costs of prosecution shall be imprisoned in the county jail until such forfeiture and costs are paid, but not exceeding six months.

1. Any person who violates Ch. 10.20 of the City of Sturgeon Bay Municipal Code, while in the person's permanent abode, shall upon conviction thereof forfeit not more than \$0.00, together with the costs of prosecution and, in default of such forfeiture and costs of prosecution shall be imprisoned in the county jail until such forfeiture and costs are paid, but not exceeding six (6) months.

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- (c) *Violations of chapters 15, 16, 17, 20 and 27.*

1. *First offense.* Any person who shall violate any provision of chapter 15 (Building Regulations), chapter 16 (Plumbing Code), chapter 17 (Electrical Code), chapter 20 (Zoning Code) or chapter 27 (Sign Code) of this Code, except as otherwise provided in those chapters, shall, upon conviction thereof, forfeit not less than \$50.00 nor more than \$500.00 for each such offense, together with the costs of prosecution, and in default of payment of such forfeiture and costs of prosecution shall be imprisoned in the county jail until such forfeiture and costs are paid, but not exceeding 90 days.
2. *Second offense.* Any person who shall violate any provision of chapter 15 (Building Regulations), chapter 16 (Plumbing Code), chapter 17 (Electrical Code), chapter 20 (Zoning Code) or chapter 27 (Sign Code) of this Code, except as otherwise provided in those Chapters, who has previously been convicted of a violation of the same provision shall, upon conviction thereof, forfeit not less than \$100.00 nor more than \$1,000.00 for each such offense, together with the costs of prosecution, and in default of payment of such forfeiture and costs of prosecution shall be imprisoned in the county jail until such forfeiture and costs are paid, but not exceeding six months.

- (2) *Continued violations.* Each violation and each day a violation continues or occurs shall constitute a separate offense. Nothing in this Code shall preclude the city from maintaining any appropriate action to prevent or remove a violation of this Code.
- (3) *Execution against defendant's property.* Whenever any person fails to pay any forfeiture and/or costs of prosecution upon the order of the court for violation of any ordinance of the city, the court

may, in lieu of ordering imprisonment of the defendant, or after the defendant has been released from custody, issue an execution against the property of the defendant for such forfeiture and costs.

(4) *Citation method of enforcement.*

(a) *Statutory authorization.* In accordance with the authority provision in § 66.119, Wis. Stats., all authorized police officers may employ the use of a citation form to be issued for violations of ordinances of this Municipal Code, except for violations of those ordinances enumerated below:

1. Nonmoving (parking) violations of chapter 7 of this Municipal Code.
2. Moving traffic violations of chapter 7 of this Municipal Code.
3. Violations of ordinances in conformity with ch. 350, Wis. Stats. (pertaining to snowmobiles), when committed on the highway.

(b) *Issuance of citations by building inspectors.*

1. Pursuant to § 66.119(2)(a), Wis. Stats., the chief building inspector of the city and all other City of Sturgeon Bay building inspectors are authorized to employ the use of a citation form to be issued for violations of provisions of this Municipal Code which are directly related to the official responsibilities of those building inspectors, including, but not limited to, violations of provisions of chapters 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 27, 28 and 29 of this Municipal Code.
2. Prior to the issuance of citations as provided under subparagraph 1 above, the chief building inspector of the city and all other City of Sturgeon Bay building inspectors may issue cease and desist orders to violators of provisions of the chapters listed in subparagraph 1 above.

(c) *Issuance of citations by fire chief/fire inspectors.*

1. Pursuant to § 66.119(2)(a), Wis. Stats., the fire chief of the city and all other City of Sturgeon Bay fire inspectors are authorized to employ the use of a citation form to be issued for violations of provisions of this Municipal Code which are directly related to the official responsibilities of those fire inspectors including violations of provisions of chapter 6 of this Municipal Code.
2. Prior to the issuance of citations as provided under subparagraph 1 above, the fire chief of the city and all other City of Sturgeon Bay fire inspectors may issue cease and desist orders to violators of provisions of the chapter listed in subparagraph 1 above.

(d) *Contents of citation.* The citation form used shall be the Wisconsin Uniform Municipal Court Citation and shall provide for the following:

1. Name and address of the alleged violator.
2. Factual allegations describing the alleged violation.
3. Time and place of the offense.
4. Number and section of the ordinance violated.
5. A designation of the offense in such a manner as can readily be understood by a person making a reasonable effort to do so.
6. Time and date at which the alleged violator may appear in court.
7. A statement which in essence informs the alleged violator:
  - a. That the alleged violator may make a cash deposit of a specified amount to be mailed to a specified official within a specified time.
  - b. That, if the alleged violator makes such a deposit, he or she need not appear in court unless subsequently summoned.

- c. That, if the alleged violator makes a cash deposit and does not appear in court, either he or she will be deemed to have tendered a plea of no contest and submitted to a forfeiture and a penalty assessment imposed by § 165.87, Wis. Stats., a jail assessment imposed by § 302.46(1), Wis. Stats., and any applicable domestic abuse assessment imposed by § 973.055(1), Wis. Stats., not to exceed the amount of the deposit or will be summoned into court to answer the complaint if the court does not accept the plea of no contest.
- d. That, if the alleged violator does not make a cash deposit and does not appear in court at the time specified, the court may issue a summons or a warrant for the defendant's arrest or consider the nonappearance to be a plea of no contest and enter judgment under § 66.119(3)(d), Wis. Stats., or the municipality may commence an action against the alleged violator to collect the forfeiture, the penalty assessment imposed by § 165.87, Wis. Stats., the jail assessment imposed by § 302.46(1), Wis. Stats., and any applicable domestic abuse assessment imposed by § 973.055(1), Wis. Stats.
- e. That, if the court finds that the violation involves an ordinance that prohibits conduct that is the same as or similar to conduct prohibited by state statute punishable by fine or imprisonment or both, and that the violation resulted in damage to the property of or physical injury to a person other than the alleged violator, the court may summon the alleged violator into court to determine if restitution shall be ordered under § 800.093, Wis. Stats.
- f. A direction that, if the alleged violator elects to make a cash deposit, the alleged violator shall sign an appropriate statement which accompanies the citation to indicate that he or she read the required statement and shall send the signed statement with the cash deposit.

(5) *Schedule of deposits.*

- (a) *Generally.* Cash deposits for violations of ordinances of this Municipal Code are to be made to the Door County Clerk of Court. Receipts for cash deposits shall be provided to the person making the deposit. Cash deposits for violations of ordinances of this Municipal Code shall be as set forth below:

Section	Description	Deposit
8.04(2)	Depositing snow or ice from private property upon city right-of-way, etc.	
	First offense	\$ 30.00
	Second and subsequent offenses	60.00
8.095(4)	Bringing intoxicating liquor or fermented malt beverages into city parks.	
	First offense	50.00
	Second and subsequent offenses	100.00
9.02	Engaging in direct sales in the city without registering.	

	First offense	30.00
	Second and subsequent offenses	60.00
9.06(12)	Operating a taxicab without a taxi driver's license.	
	First offense	30.00
	Second and subsequent offenses	60.00
9.075(2)	Occupying or parking for the purpose of occupying a travel trailer, etc., on a public or private street or land within the city.	
	First offense	30.00
	Second and subsequent offenses	60.00
9.08(2)	Unlicensed dog or cat.	
	First offense	30.00
	Second and subsequent offenses	60.00
9.08(4)	Dog or cat running or wasting at large.	
	First offense	30.00
	Second and subsequent offenses	60.00
9.08(8)	Annoying dog or cat.	
	First offense	30.00
	Second and subsequent offenses	60.00
10.01	Possessing or discharging any firearm, rifle, spring or air gun within the city.	
	First offense	50.00
	Second and subsequent offenses	100.00

10.015	Hunting within the city.	
	First offense	50.00
	Second and subsequent offenses	100.00
10.02	Carrying a concealed weapon.	
	First offense	50.00
	Second and subsequent offenses	100.00
10.03	Throwing or shooting arrows, stones or other missile or projectile.	
	First offense	30.00
	Second and subsequent offenses	60.00
10.04	Selling or discharging of fireworks.	
	First offense	30.00
	Second and subsequent offenses	60.00
10.05	Preventing or obstructing the free passage of pedestrian or vehicular traffic on any public street, sidewalk, bridge or public ground.	
	First offense	30.00
	Second and subsequent offenses	60.00
10.06	Disorderly conduct.	
	First offense	100.00
	Second and subsequent offenses	200.00
10.09(1)	Making or causing any loud, disturbing or unnecessary sound or noise which tends to annoy or disturb another.	

	First offense	50.00
	Second and subsequent offenses	100.00
10.09(2)	Operating a vehicle in an unnecessary manner.	
	First offense	50.00
	Second and subsequent offenses	100.00
10.10	Giving, sending or causing to be sent a false fire alarm.	
	First offense	50.00
	Second and subsequent offenses	100.00
10.11	Resisting or interfering with any officer of the city during the performance of an official act.	
	First offense	100.00
	Second and subsequent offenses	200.00
10.175	Possessing or drinking open intoxicants in public.	
	First offense	50.00
	Second and subsequent offenses	100.00
10.18	Littering on public or private property.	
	First offense	50.00
	Second and subsequent offenses	100.00
10.20	Possession of less than one ounce of marijuana— <del>Person's permanent abode.</del>	
	First offense	<del>1000.00</del>
	Second and subsequent offenses	<del>200.00</del>

<u>10.20</u>	<u>Possession of less than one ounce of marijuana—other than person's permanent abode</u>	
	<u>First offense</u>	<u>100.00</u>
	<u>Second and subsequent offense(s)</u>	<u>200.00</u>
10.24	Issuance of worthless checks	
	First offense	50.00
	Second and subsequent offenses	100.00
10.26	Theft of moveable property of another, the value of which does not exceed \$200.00, without consent and with the intent to permanently deprive the owner of possession or the full purchase price of such property.	
	First offense	100.00
	Second and subsequent offenses	200.00
10.32(a)	Purchase or possession of tobacco products by persons under 18 years of age.	
	First and each subsequent offense	50.00
10.33	Sale or gift of cigarettes or tobacco products to persons under 18 years of age.	
	First offense	200.00
	Second and each subsequent offense	300.00
	Also subject to court suspension of license or permit as provided in § 134.66(4)(a)3., Wis. Stats.	
12.015(3)(i)	Depositing garbage which was not generated in the city.	
	First offense	30.00
	Second and subsequent offenses	60.00

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15.01— 15.07	Building regulations violations.	
	First offense	200.00
	Second and subsequent offenses	300.00
16.01— 16.08	Plumbing code violations.	
	First offense	200.00
	Second and subsequent offenses	300.00
17.01— 17.12	Electrical code violations.	
	First offense	200.00
	Second and subsequent offenses	300.00
20.01— 20.33	Zoning code violations.	
	First offense	200.00
	Second and subsequent offenses	300.00
27.01— 27.13	Sign code violations.	
	First offense	200.00
	Second and subsequent offenses	300.00

(b) *Other.*

1. Except as enumerated in subsection 2 below, cash deposits for ordinance violations which are not specified in subsection (a) shall be 20 percent of the maximum penalty specified in

subsection (1) for the first offense and 40 percent of the maximum penalty for the second and subsequent offenses.

2. Penalties for violations of provisions of chapter 7 of this Municipal Code are specified in section 7.20. Deposits for violations of state traffic laws, state snowmobile laws and state speed limits which have been adopted by reference shall be the amounts specified in the current Revised Uniform State Traffic Deposit Schedule.

(c) *Assessments, costs and surcharges.*

1. The deposits set forth herein do not include penalty assessments imposed by § 165.87, Wis. Stats., court costs imposed by § 814.63, Wis. Stats., jail assessments imposed by § 302.46(1), Wis. Stats., driver improvement surcharges imposed by § 346.655, Wis. Stats., or any applicable domestic abuse assessment imposed by § 973.055(1), Wis. Stats. Where applicable, those assessments, costs and surcharges shall be added to the required deposit.
2. Penalty assessments, jail assessments, driver improvement surcharges, and domestic abuse assessments are not applicable to nonmoving violations of areas and spaces reserved for the handicapped.
3. Penalty assessments, jail assessments, driver improvement surcharges, and domestic abuse assessments are not applicable to other nonmoving violations of chapter 7 of this Municipal Code.

(Code 1992, § 25.04; Ord. No. 963-1295, § 1, 12-5-95; Ord. No. 965-196, § 1, 1-16-96; Ord. No. 981-1196, § 3, 11-5-96; Ord. No. 1001-0598, §§ 1, 2, 5-5-98; Ord. No. 1017-699, § 2, 6-1-99)

25.05 - Repeal of general ordinances.

All ordinances heretofore adopted by the city council are hereby repealed, except all ordinances or parts of ordinances relating to the following subjects and not conflicting with any of the provisions of this Code:

- (1) The issuance of corporate bonds and notes of the city of whatever name or description.
- (2) The establishment of grades, curb lines and widths of sidewalks in the public streets and alleys.
- (3) The establishment of dock and shore lines.
- (4) The fixing of salaries of public officials and employees.
- (5) Rights, licenses or franchises or the creation of any contract with the city.
- (6) The lighting of streets and alleys.
- (7) The annexation of territory to the city.
- (8) The naming and changing of names of streets, alleys, public grounds and parks.
- (9) The letting of contracts without bids.
- (10) The establishment of alderperson districts, alderperson district boundaries and election precincts.
- (11) Tax and special assessment levies.
- (12) Release of persons, firms or corporations from liability.
- (13) Construction of any public works.
- (14) Water, sewer and electric rates, rules and regulations and sewer and water main construction.

(15) Budget ordinances, resolutions and actions.

(16) The Zoning Ordinance #501, which is re-enacted with all amendments thereto.

(Code 1992, § 25.05)

25.06 - Effect of repeals.

The repeal or amendment of any section or provision of this Code or of any other ordinances or resolutions of the common council shall not:

- (1) By implication be deemed to revive any ordinance not in force or existing at the time at which such repeal or amendment takes effect.
- (2) Affect any vested right, privilege, obligation or liability acquired, accrued or incurred under any enactment so repealed or amended, unless the privilege of repealing such obligation or privilege has been reserved by the city.
- (3) Affect any offense committed or penalty or forfeiture incurred, previous to the time when any ordinance shall be repealed or amended, except that, when any forfeiture or penalty shall have been mitigated by the provisions of any ordinance, such provisions shall apply to and control any judgment to be pronounced after such ordinance takes effect for any offense committed before that time.
- (4) Affect any prosecution for any offense, or the levy of any penalty or forfeiture pending at the time when any ordinance aforesaid shall be repealed or amended, but the right of action shall continue and the offender shall be subject to the penalty as provided in such ordinances, and such prosecution shall proceed in all respects as if such ordinance or ordinances had not been repealed, except that all such proceedings had after the time this Code shall take effect shall be conducted according to the provisions of this Code.

(Code 1992, § 25.06)

25.07 - Title; effective date; citation.

These ordinances shall be known as the "Municipal Code of the City of Sturgeon Bay" and shall take effect from and after passage and publication as provided in § 66.035, Wis. Stats. All references thereto shall be cited by section number (example: section 13.06, Municipal Code of the City of Sturgeon Bay).

(Code 1992, § 25.07)

## RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend the Common Council to approve the General Procedures for Public Comment at Common Council Meetings with additions.

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: July 8, 2019

\* \* \* \* \*

Introduced by \_\_\_\_\_.

Moved by Alderperson \_\_\_\_\_, seconded by

Alderperson \_\_\_\_\_ that said recommendation be adopted.

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

Any citizen requesting to address the Council during the public comment portion of the meeting:

- Must fill out a "Request to Comment" form and turn it in to the City Clerk or Mayor PRIOR to the start of the meeting. Name and address must be filled in. Request to comment forms can be turned in from 8:00 am to 6:50 pm the day of the Common Council meeting.
- Individuals will have a maximum of three (3) minutes to address the Council. A total of 30 minutes will be allotted to Public Comment per meeting, unless the Council body agrees to extend the time. The extensions will be 15 minute additional increments.
- Priority will be given to City residents.
- The speaker shall not engage in personal attacks against the Mayor, Council members, City staff or its representatives and remain courteous and respectful. The Council/Committee requests that all comments and interactions between those present be conducted in a constructive and respectful manner. Anyone acting in a disruptive or disrespectful manner will be asked to leave the meeting by the person presiding at the meeting. Individuals may only approach the Council after the stated purpose, and permission is granted.
- The Mayor/Chair may ask questions of the speaker for clarification purposes.
- The Mayor/Chair may allow, at his discretion, Council/Committee members or staff to respond to the speaker's comment. However, dialogue will not ensue.
- The Mayor/Chair may refer the matter to a committee or to the City Administrator for further follow up as needed.

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

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

NOTE: IF TOPICS THAT WILL GENERATE SIGNIFICANT POTENTIAL FOR PUBLIC COMMENT APPEAR ON THE COUNCIL AGENDA, A PUBLIC HEARING WILL BE OFFICIALLY NOTICED AND TAKE PLACE PRIOR TO THE COUNCIL MEETING.

RESPECTFULLY,  
MAYOR DAVID J. WARD

ADOPTED: 05/21/19

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

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the 2 year lease with Richard Stoll for the Sturgeon Bay Yacht Club "E" Dock, beginning July 16, 2019 until July 15, 2021 in the amount of \$2,000.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING  
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: July 9, 2019

\*\*\*\*\*

Introduced by \_\_\_\_\_.

Moved by Alderperson \_\_\_\_\_ seconded by

Alderperson \_\_\_\_\_ that said recommendation be adopted.

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.



City of Sturgeon Bay  
421 Michigan Street  
Sturgeon Bay, WI 54235  
jvanlieshout@sturgeonbaywi.org

Joshua J. Van Lieshout  
City Administrator

920-746-6905 (Voice)  
920-746-2905 (Fax)

## Memorandum

To: Finance Committee

From: Josh Van Lieshout, Administrator

Re: Agenda Items

Date: July 3, 2019

---

**Issue:** Dock lease for operating small rental fleet of paddle boats.

**Discussion:** City resident Dick Stoll has approached the City with an idea to install three floating docks on the wall at the former location of "E" Dock near the Sturgeon Bay Yacht Club (Map Attached). For many years, this area had been a recreational boating dock operated by a number of entities dating back to the 1950's.

The most recent lessor of the space, The Yacht Harbor (Dan Schott) has discontinued their interest in the lease (attached). The former docks had been in disrepair for several years and were ultimately removed by The Yacht Harbor. Since this time, the City has been investigating a number of alternatives to deal with the remaining infrastructure. Periodically, interest in the site comes from private parties, but no formal proposals have been received.

This spring, Mr. Dick Stoll inquired about renting paddle boats at the location. This idea was shared with the Harbor Commission. The Harbor Commission did not object but placed one stipulation on their approval, that a lease agreement no longer than 1 years be considered, the reason being uncertainty with regard to the rest of site.

At the July 2, 2019 Common Council meeting the Council acknowledged the Committee's recommendation to move forward. For your consideration is a lease agreement with Mr. Stoll. The highlights of the agreement include:

- Annual rental fee of \$2,000
- Credit of \$20 per week to lessee for 26 weeks for Lessee maintaining lawn and public area
- Continued use by public of the leased upland premises

**Options:** There are a number of options available to the Finance Committee they include:

- Recommend approval to the Common Council as presented
- Modify the lease agreement and recommend
- Table the approval of the lease agreement

## LEASE

This Lease is made this \_\_\_\_ day of \_\_\_\_\_, 2019, to be effective July 16, 2019, between the City of Sturgeon Bay ("Lessor") and Swans of Sturgeon Bay, LLC, a Wisconsin limited liability company ("Lessee").

## RECITALS

A. Lessor owns certain property consisting of a concrete seawall, beginning at the abandoned wood dock remnants known as Sturgeon Bay Yacht Club "E" Dock, running northwest a length of 100 feet, as well as a rectangular piece of land adjacent thereto the dimensions of which are 100 feet x 25 feet, all as more particularly depicted on the attached Exhibit "A" (the "Premises").

B. Lessee desires to lease the Premises for the purpose of providing paddle boat rentals to the general public (the "Use").

C. Lessor believes leasing the Premises for the Use will provide a benefit to the public and is in Lessor's best interests.

D. The parties desire to set forth the terms by which the Premises will be leased to Lessee.

## AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recitals True. The foregoing Recitals are true and are a material part of this Lease.
2. Lease of Premises. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises on a non-exclusive basis and on the other terms set forth in this Lease. Lessee accepts the Premises "AS IS, WHERE IS, WITH NO REPRESENTATIONS OR WARRANTIES." Among other things, Lessee has inspected the Premises and has made an independent determination of the safety and appropriateness of the Premises for the Use.
3. Term. The initial term of this Lease shall commence on July 16, 2019 and continue to midnight on July 15, 2021 (the "Initial Term"). Lessor shall have the option to renew this Lease for a period of two years (the "Renewal Term") upon the same terms as set forth herein, other than any adjustment in rent agreed to by the parties, if: (a) Lessee gives notice to Lessor no later than 90 days before the scheduled expiration of the Initial Term; (b) Lessee is not in default of any of its obligations under this Lease; (c) Lessor consents to the same, which consent may be withheld

by Lessor in its sole discretion; and (d) Lessor and Lessee agree on the rent to be paid during the Renewal Term. Reference to "the Term" of this Lease shall include the Renewal Term.

4. Rent.

(a) Gross Rent. For the period from the date of this Lease until July 16, 2020, Lessee shall pay rent in the amount of \$2,000, which shall be due and payable in full no later than the day this Lease is executed by Lessor. For the period from July 15, 2020 to July 16, 2021, Lessee shall pay rent in the amount of \$2,000, which shall be due and payable in full no later than July 15, 2020. TIME IS OF THE ESSENCE IN THE RECEIPT OF RENT.

(b) Net Rent-Credit for Certain Maintenance. Section 4(a) above notwithstanding, in consideration for the lawn mowing and general property maintenance required of Lessee under Section 6 below, the rent described above shall be credited \$20.00 per week for the periods of April 1 to October 1 each year (26 weeks). This sum may be deducted from the rent, but shall be recoverable by Lessor if Lessee fails to perform such maintenance to the satisfaction of Lessor.

5. Use of Premises.

(a) General Use. Lessee shall use the Premises exclusively for the Use. Permitted activities shall include docking of paddle boats for rental, docking of a safety boat, parking of vehicles and placement of porta-potties and a temporary trailer or storage building no larger than 8 feet x 8 feet, and, during the off-season, storage of paddle boats, safety boat, storage building and piers referred to below. Lessee shall operate its business only during daylight hours. Lessee shall not maintain any personal property upon the Premises, including any of the boats or docks, in an unsightly manner or as would cause a nuisance, such determinations to be in the sole discretion of Lessor. The Premises, including the piers, shall not be used for docking boats not owned by Lessee. Lessee shall strictly abide by and shall cause its patrons, other invitees, contractors and agents to strictly abide by all of Lessor's ordinances and codes and all other laws and regulations affecting Lessee or the Premises.

(b) Installation of Piers. At its sole expense and risk, Lessee may install three 24-foot long piers extending perpendicularly from the seawall, as generally depicted on Exhibit A. Lessee shall obtain all necessary permits and approvals before installing the piers. The installation of the piers shall be performed in a good and workmanlike manner and acceptable to Lessor in Lessor's sole discretion.

(c) Delineation of Boundaries/Fencing. If Lessor requests, Lessee, at its expense, shall install and maintain temporary barriers or fencing delineating the boundaries of that part of the Premises that is on land. The design and placement of all such barriers or fencing shall be subject to the prior approval of Lessor.

(d) Waivers/Releases. Lessee shall obtain from every person either personally or through a parent or legal guardian, waivers and releases of liability, in form acceptable to Lessor, that shall include a release of all claims against Lessor, except for any claims based on Lessor's intentional wrongdoing.

(e) Use by Public. The public shall have access to the Premises for all purposes consistent with the use and enjoyment of the Premises by the public, including, without limitation, walking, running, biking, fishing and sight-seeing; provided, however, the docks to be installed by Lessee referred to in paragraph 5(a) above shall be for the exclusive use by Lessee. Lessee's use of the Premises shall not unreasonably interfere with the use of the Premises by the public.

6. Maintenance and Repairs. At its expense, Lessee shall maintain the Premises in a neat and clean condition, free from debris and unsightly conditions. Lessee is responsible for the lawful disposal of any and grass clippings, water weeds, leaves, garbage or other detritus that may accumulate on the Premises by either natural or manmade deposit on the Premises as well as the lawn area immediately to the south of the Premises. Lessee shall promptly repair any damage done to the Premises, other than normal wear and tear. Lessee shall promptly pay for all sums attributable to maintenance or repair of the Premises and shall keep the Premises free of any liens in relation to the same.

7. Utilities. To the extent any utilities serve the Premises, Lessee shall promptly pay the costs thereof. Lessor shall not be liable to Lessee for any interruption in any utilities serving the Premises.

8. Taxes. To the extent Lessee's use or occupancy of the Premises results in any tax being assessed against the Premises or the rent or any other sum payable to Lessor results in income tax to Lessor, Lessee shall pay such tax(es) within 10 days of demand by Lessor.

9. Modifications and Improvements. Lessee shall not make any modifications or improvements to the Premises, without the prior, written consent of Lessor, which Lessor may withhold in its sole discretion.

10. Insurance.

(a) Coverage Required. Lessee shall maintain, at its own expense, insurance covering claims for public liability, personal injury, death and property damage under a policy of general liability insurance, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate and property damage insurance of not less than the full replacement value of all improvements made to the Leased Premises by Lessee, as well as worker compensation insurance in amounts as required by law. All liability insurance shall: (i) insure against liabilities arising out of or in connection with Lessee's use or occupancy of the Leased Premises; (ii) be issued by insurance companies acceptable to Lessor:

(iii) name Lessor and its council members, officers and employees as additional insureds; and (iv) not be cancellable except upon 30 day notice to Lessor.

(b) Proof of Insurance. Lessee shall provide proof satisfactory to Lessor of compliance with the requirements of this Section 10.

11. Indemnity and Limitation of Damages.

(a) Lessee shall compensate Lessor for damages and indemnify, hold harmless and defend Lessor from all claims, including costs and expenses in defending against such claims, including reasonable attorney's fees and costs, arising from the negligence or willful misconduct or other wrongful acts or omissions of Lessee or Lessee's agents or employees and any permitted sublessee or assignee of Lessee in or about the Premises, any property adjacent to the Premises or arising from Lessee's default pursuant to this Lease or breach of any representation or warranty made by Lessee under this Lease. In addition, Lessee shall indemnify, defend, reimburse and hold harmless Lessor from and against any and all environmental damages arising from the presence of hazardous materials upon, about or beneath the Leased Premises, arising in any manner whatsoever out of the violation of any environmental requirements or laws pertaining to the Leased Premises and any activities therein, which conditions are a result of any act or omission of Lessee or any agent, employee, sublessee, assignee of Lessee or any invitee of any of the same. The indemnities described in this Section 11 shall survive termination of this Lease.

(b) Subparagraph 11(a) notwithstanding, neither party shall be liable to the other under the terms of this Lease for any consequential, indirect or special damages.

12. Removal of Property. By no later than the last day of the Term, Lessee shall have dismantled and removed all property and improvements placed by Lessee on the Premises, regardless of the manner in which such property and improvements may be affixed thereto or the time when such property and improvements were brought or erected upon the Premises. Removal of Lessee's improvements in whole or in part before the effective date of termination of this Lease shall not entitle Lessee to reimbursement of any rent paid. If Lessee fails to timely remove any of its property or repair the Premises as required herein, Lessor may cause the same to be accomplished at Lessee's cost, which shall be due and payable to Lessor upon demand. Any property remaining upon the Premises after termination of this Lease may be deemed abandoned at Lessor's election without notice to Lessee. Lessee shall hold harmless and indemnify Lessor from and against all demands, damages, costs, fees, including actual attorney fees, judgments awards and any money or relief due or claimed due by Lessee, Lessee's members or any third party whose property may be left upon the Premises after termination of this Lease, and Lessor may dispose of any or all of such property in Lessor's sole discretion.

13. Representations and Warranties. Lessee represents and warrants to Lessor that: (i) it is a limited liability company, duly formed and existing under the laws of the State of Wisconsin; (ii) it holds all permits and licenses required to operate in all jurisdictions in which it conducts

business; (iii) all necessary action has been taken to authorize Lessee to enter into this Lease and authorize the person signing this Lease on behalf of Lessee to bind Lessee to its terms; (iv) entering into this Lease does not and will not violate any contract, agreement or order by which Lessee is bound; (v) entering into this Agreement does not violate any law, regulation or statute by which Lessee is bound; (vi) it is solvent and has the financial ability to perform its obligations under this Lease; and (vii) it knows of no facts or circumstances that would affect its ability to carry out its obligations under this Lease when and as required.

14. Quiet Enjoyment. Upon delivery of the consideration required and performance of the terms, covenants and agreements contained herein, Lessee shall peaceably and quietly have, hold and enjoy the Premises during the full term of this Lease without hindrance or interruption by Lessor or any other person or persons whomsoever.

15. Default. It shall be an Even to Default of this Lease if Lessee:

(a) fails to make any payment hereunder in full when the same is due, and such failure continues for a period of 10 days after the date the same was due;

(b) fails in any other of its obligations hereunder that do not threaten human health or safety or materially threaten to immediately affect Lessor's property rights, or are other than a failure by Lessee to carry or provide proof Lessee carries the insurance required hereunder, and such failure continues for a period of 30 days after notice by Lessor. As to failures that do threaten human health or safety or materially threaten to immediately affect Lessor's property rights or a failure to carry or provide proof Lessee carries the insurance required hereunder, no cure rights shall be afforded Lessee, and Lessee shall immediately cease operations under this Lease as long as such condition continues and await Lessor's determination whether to allow a period of cure or terminate this Lease;

(c) becomes insolvent, is the subject of any bankruptcy petition, voluntary or involuntary, files or is subject to an assignment for the benefit of creditors, is the subject of any receivership, by Lessee, or it makes an offer in or out of court for the compromise of its debts, or any substantial part thereof, by reduction in amount or in preference or security or by postponement of payment date or dates or in the event any court proceedings are instituted by, for or against Lessee in contemplation of any such offer;

(d) files articles of dissolution, or otherwise ceases to exist;

(e) assigns this Lease without the written consent of Lessor; or

(f) engages in any other act the likely effect of which is to deprive Lessor of the material benefits of this Lease.

It shall also be an Event of Default under this Lease if any guarantor of Lessee's obligations under this Lease dies or revokes his or her guaranty.

16. Remedies. If an Event of Default occurs, Lessor may: (i) deny access to the Leased Premises to Lessee without terminating this Lease; (ii) remove all improvements to the Leased Premises and charge the costs thereof to Lessee, which shall be payable by Lessee upon demand; (iii) evict Lessee through legal process; (iv) sue for all unpaid rents and all rents that would accrue during the then current Term; and (v) pursue any other remedies available at law or in equity to Lessor, all Lessor's remedies being cumulative.

17. Interest. Interest on any sums not paid when and as due shall accrue at the rate of 12.0% per annum from the date the same were due.

18. Attorney Fees. Lessor shall be entitled to collect from Lessee all attorney fees and costs Lessor may incur in the enforcement of its rights under this Lease, whether the same are incurred before or during the pendency of any formal legal proceedings or after the entry of judgment.

19. Venue. At Lessor's option, any legal proceeding to interpret or enforce the obligations of Lessee hereunder may be filed and prosecuted in the court sitting in Door County, Wisconsin, which the parties have agreed is the most appropriate and convenient venue for any such proceedings.

20. Assignment and Subleasing. Lessee shall not assign or sublease all or any part of the Premises without the prior, written consent of Lessor, which Lessor may withhold in its sole discretion. No assignment, subleasing or approval thereof shall relieve Lessee of the obligation to pay the rent and perform all other obligations of Lessee under this Lease.

21. Interpretation. This Lease shall not be subject to the rule construing ambiguous contracts against their drafters, both parties having had an opportunity to participate in the negotiation and drafting of this Lease.

22. Amendments. No amendment of this Lease shall be enforceable unless it is in a writing signed by Lessor and Lessee.

23. Notices. Any notice a party desires or is required to give under this Lease shall be deemed delivered when actually received or two business days after deposit in the United States Mail, first class delivery, postage prepaid and addressed as follows:

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

Attn: Mayor

If to Lessee:

Swans of Sturgeon Bay, LLC  
621 Nautical Drive  
Sturgeon Bay, WI 54235  
Attn: President

The foregoing addresses shall be deemed accurate until notice of a different address is given according to this Section 23.

24. Persons Bound. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however this paragraph shall not be interpreted to allow any assignment or subletting that is prohibited in this Lease.

25. Entire Agreement/Amendments. This Lease and Exhibit "A" attached hereto, constitute the entire agreement between the parties regarding the subject matter hereof.

26. Counterparts and Signatures. This Lease may be executed in counterparts. Photocopied, facsimile and electronic signatures shall have the same effect as original signatures.

[Signature pages and Exhibit A follow.]

**LESSOR:**  
**CITY OF STURGEON BAY**

By: Stephanie Reinhardt, Clerk

Came before me this \_\_\_\_ day of \_\_\_\_\_, 2019 the above-named, David J. Ward, mayor of the City of Sturgeon Bay, to me known to be such person and the mayor of that city, who executed the foregoing Lease in my presence and acknowledged his signature as the act of that city by its authority.

\* \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF WISCONSIN :  
: S.S.  
COUNTY OF DOOR :

Came before me this \_\_\_\_ day of \_\_\_\_\_, 2019 the above-named, Stephanie Reinhardt, clerk of the City of Sturgeon Bay, to me known to be such person and the clerk of that city, who executed the foregoing Lease in my presence and acknowledged her signature as the act of that city by its authority.

\_\_\_\_\_  
\*

Notary Public

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Lease, effective as of July 1, 2019.

**LESSEE:**  
**SWANS OF STURGEON BAY, LLC**

By: \_\_\_\_\_

Richard Stoll, President

STATE OF WISCONSIN :  
: S.S.  
COUNTY OF DOOR :

Came before me this \_\_\_\_ day of \_\_\_\_\_, 2019 the above-named, Richard Stoll, the president of Swans of Sturgeon Bay, LLC, a Wisconsin limited liability company, to me known to be such person and the president of that limited liability company, who executed the foregoing Lease in my presence and acknowledged his signature as the act of that limited liability company by its authority.

\_\_\_\_\_  
\*

Notary Public

My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**DEPICTION OF PREMISES**

## GUARANTY OF LEASE

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned, hereby personally guaranties the full and prompt performance of all of the obligations of the Lessee, Swans of Sturgeon Bay, LLC ("Debtor") under the Lease of even date herewith between Debtor and the City of Sturgeon Bay ("Lessor") and all costs of collection of Lessor, including actual attorney fees and costs, incurred by Lessor in enforcing the terms of this Guaranty. This guaranty creates is a continuing obligation.

To the extent not prohibited by law, the undersigned expressly waives notice of the acceptance of this Guaranty, proceedings to collect from Debtor or anyone else, all diligence of collection and presentment, demand, notice and protest and any right to disclosures from Lessor regarding the financial condition of any Debtor or guarantor of the Obligations or the enforceability of the Obligations. The undersigned who is at any time an "insider" of Debtor as defined in the United States Bankruptcy Code irrevocably waives and disclaims all rights to payment and claims for reimbursement or subrogation the undersigned may have against Debtor as a guarantor of the Obligations. No claim, including a claim for contribution or subrogation, which the undersigned who is not an "insider" may have against a co-guarantor of any of the Obligations or against Debtor shall be enforced nor any payment accepted until the Obligations are paid in full and no payments to or collections by Lessor are subject to any right of recovery.

With respect to any of the Obligations, Lessor may from time to time, in accordance with and to the extent permitted under the Obligations, before or after revocation of this Guaranty, without notice to the undersigned and without affecting the liability of the undersigned (a) surrender, release, impair, sell or otherwise dispose of any security or collateral, (b) release or agree not to sue any guarantor or surety, (c) fail to perfect its security interest in or realize upon any security or collateral, (d) fail to realize upon any of the Obligations or to proceed against the Debtor or any guarantor or surety, (e) renew or extend the time of payment, (f) increase or decrease the rate of interest, (g) accept additional security or collateral, (h) determine the allocation and application of payments and credits and accept partial payments, (i) determine what, if anything, may at any time be done with reference to any security or collateral, and (j) settle or compromise the amount due or owing or claimed to be due or owing from any Debtor, guarantor or surety, which settlement or compromise shall not affect the undersigned's liability for the full amount of the Obligations, except as expressly limited by this Guaranty. Except as otherwise stated in this Guaranty, the undersigned expressly consents to and waives notice of all of the above. To the extent not prohibited by law, the undersigned consents that venue for any legal proceeding relating to the collection of this Guaranty shall be, at Lessor's option, Door County, Wisconsin.

This Guaranty benefits Lessor, its successors and assigns, and binds the undersigned, and her respective heirs, personal representatives, successors and assigns. This Guaranty is intended by the undersigned and Lessor as a final expression of this Guaranty and as a complete statement

of its terms, there being no conditions to the full effectiveness of this Guaranty. This Guaranty may not be supplemented or amended except in writing.

The undersigned acknowledges Lessor (a) has not made any representations or warranties with respect to, (b) does not assume any responsibility to the undersigned for, and (c) has no duty to provide information to the undersigned regarding, the enforceability of any of the obligations or the financial condition of the Debtor or guarantor. The undersigned has independently determined the creditworthiness of the Debtor and the enforceability of the obligations of the Debtor under the Lease and, until the obligations guaranteed are paid in full, will independently and without reliance on Lessor continue to make such determinations.

### NOTICE TO GUARANTOR

**You are being asked to guarantee the past, present and future Obligations of Debtor. If Debtor does not pay, you will have to. You may also have to pay collection costs. Lender can collect the Obligations from you without first trying to collect from Debtor or another guarantor.**

\_\_\_\_\_  
Sharon Haberli

**For Wisconsin Married Residents Only:** Guarantor represents that this obligation is incurred in the interest of her marriage or family.

\_\_\_\_\_  
Sharon Haberli

STATE OF WISCONSIN :  
: SS.  
COUNTY OF DOOR :

Personally came before me this \_\_\_ day of \_\_\_\_\_, 2019, the above-named Sharon Haberli, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\*

Notary Public, State of Wisconsin

My Commission expires: \_\_\_\_\_

## GUARANTY OF LEASE

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned, hereby personally guaranties the full and prompt performance of all of the obligations of the Lessee, Swans of Sturgeon Bay, LLC ("Debtor") under the Lease of even date herewith between Debtor and the City of Sturgeon Bay ("Lessor") and all costs of collection of Lessor, including actual attorney fees and costs, incurred by Lessor in enforcing the terms of this Guaranty. This guaranty creates is a continuing obligation.

To the extent not prohibited by law, the undersigned expressly waives notice of the acceptance of this Guaranty, proceedings to collect from Debtor or anyone else, all diligence of collection and presentment, demand, notice and protest and any right to disclosures from Lessor regarding the financial condition of any Debtor or guarantor of the Obligations or the enforceability of the Obligations. The undersigned who is at any time an "insider" of Debtor as defined in the United States Bankruptcy Code irrevocably waives and disclaims all rights to payment and claims for reimbursement or subrogation the undersigned may have against Debtor as a guarantor of the Obligations. No claim, including a claim for contribution or subrogation, which the undersigned who is not an "insider" may have against a co-guarantor of any of the Obligations or against Debtor shall be enforced nor any payment accepted until the Obligations are paid in full and no payments to or collections by Lessor are subject to any right of recovery.

With respect to any of the Obligations, Lessor may from time to time, in accordance with and to the extent permitted under the Obligations, before or after revocation of this Guaranty, without notice to the undersigned and without affecting the liability of the undersigned (a) surrender, release, impair, sell or otherwise dispose of any security or collateral, (b) release or agree not to sue any guarantor or surety, (c) fail to perfect its security interest in or realize upon any security or collateral, (d) fail to realize upon any of the Obligations or to proceed against the Debtor or any guarantor or surety, (e) renew or extend the time of payment, (f) increase or decrease the rate of interest, (g) accept additional security or collateral, (h) determine the allocation and application of payments and credits and accept partial payments, (i) determine what, if anything, may at any time be done with reference to any security or collateral, and (j) settle or compromise the amount due or owing or claimed to be due or owing from any Debtor, guarantor or surety, which settlement or compromise shall not affect the undersigned's liability for the full amount of the Obligations, except as expressly limited by this Guaranty. Except as otherwise stated in this Guaranty, the undersigned expressly consents to and waives notice of all of the above. To the extent not prohibited by law, the undersigned consents that venue for any legal proceeding relating to the collection of this Guaranty shall be, at Lessor's option, Door County, Wisconsin.

This Guaranty benefits Lessor, its successors and assigns, and binds the undersigned, and his respective heirs, personal representatives, successors and assigns. This Guaranty is intended by the undersigned and Lessor as a final expression of this Guaranty and as a complete statement

of its terms, there being no conditions to the full effectiveness of this Guaranty. This Guaranty may not be supplemented or amended except in writing.

The undersigned acknowledges Lessor (a) has not made any representations or warranties with respect to, (b) does not assume any responsibility to the undersigned for, and (c) has no duty to provide information to the undersigned regarding, the enforceability of any of the obligations or the financial condition of the Debtor or guarantor. The undersigned has independently determined the creditworthiness of the Debtor and the enforceability of the obligations of the Debtor under the Lease and, until the obligations guaranteed are paid in full, will independently and without reliance on Lessor continue to make such determinations.

### NOTICE TO GUARANTOR

**You are being asked to guarantee the past, present and future Obligations of Debtor. If Debtor does not pay, you will have to. You may also have to pay collection costs. Lender can collect the Obligations from you without first trying to collect from Debtor or another guarantor.**

\_\_\_\_\_  
Richard Stoll

**For Wisconsin Married Residents Only:** Guarantor represents that this obligation is incurred in the interest of his marriage or family.

\_\_\_\_\_  
Richard Stoll

STATE OF WISCONSIN :  
: SS.  
COUNTY OF DOOR :

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2019, the above-named Richard Stoll, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\*

Notary Public, State of Wisconsin

My Commission expires: \_\_\_\_\_

**MAYORAL APPOINTMENTS**

**7/16/19**

**Ethics Board**

Dan Powers – Bio attached

Dan Powers

345 W. Redwood Place, Sturgeon Bay

Raised: Chicago (St. Monica Elementary, St Patrick High School)

Married: Joan Mosgaller

Retired: June, 2013

Door County resident: 1987-1997 Ellison Bay  
1998 — current Sturgeon Bay

Profession: K-12 Educator:  
(NWTC), current part time  
Writing Coach  
(Howard-Suamico Schools 2003-2013)  
Literacy Specialist, Associative Director of Teaching & Learning  
(Sevastopol 1987-2003)  
Gifted & Talented Coordinator / Curriculum Chair & Coordinator, Grade  
7 Critical Thinking Teacher  
(St. Monica Elementary (Chicago) 1978-1987)  
Middle School Classroom Teacher (Literacy) / General Music / Reading  
Grades 1-3

Degrees: AA...Wright Junior College (Chicago)  
BA...Northeastern Illinois University 6-12 Teaching (Music)  
MA... Music Composition  
MA... Reading Specialist  
Administrative Licenses (WI)... Curriculum & Principal

Community Work: Habitat for Humanity (Construction Crew)  
Big Brothers / Big Sisters  
Neighbor to Neighbor volunteer  
Miscellaneous Event Volunteer

Hobbies: Writing  
Golf

## EXECUTIVE SUMMARY

**DATE:** June 14, 2019

**TITLE:** Preliminary Resolution and Engineering Report for Declaring Intent to Levy Special Assessments for Sidewalk Installation on N 7<sup>th</sup> Ave

**BACKGROUND:** At the January 15, 2019 Board of Public Works meeting a mill & pave project for Georgia Street from 580 LF east of N 5<sup>th</sup> Ave to N 8<sup>th</sup> Ave was approved. Included within the approval was the addition of a sidewalk along the west side of N 7<sup>th</sup> Ave, as shown on the attached plan, that was budgeted to be paid for by levying special assessments. It was decided to add this section of sidewalk because all of N 7<sup>th</sup> Ave from Louisiana Street to Delaware Street (approx. 0.65 miles) had a sidewalk on one or both sides of the roadway except at this one missing location. This sidewalk addition completed the connectivity of the sidewalk network along N 7<sup>th</sup> Ave. Typically the City of Sturgeon Bay has chosen to levy special assessments for new improvements within the right of way that did not previously exist. Consistent with past special assessments, the abutting property owners will only be assessed for the cost of the new sidewalks. The City will be responsible for costs related to any new curbing, driveway repairs, apron installations, curb ramps, lawn restoration, etc.

**FISCAL IMPACT:** This project has been completed and the final quantities have been verified. The proposed special assessments would total \$2,975.00. If it is determined not to levy the special assessments then an additional \$2,975.00 will have to be covered by the 2019 Capital Roadway Improvements Budget.

**RECOMMENDATION:** Pass the preliminary resolution for declaring intent to levy special assessments for sidewalk installation.

**SUBMITTED BY:** Chad Shefchik  
Chad Shefchik  
City Engineer

6-25-19  
Date

**REVIEWED BY:** Val Clarizio  
Val Clarizio  
Finance Director

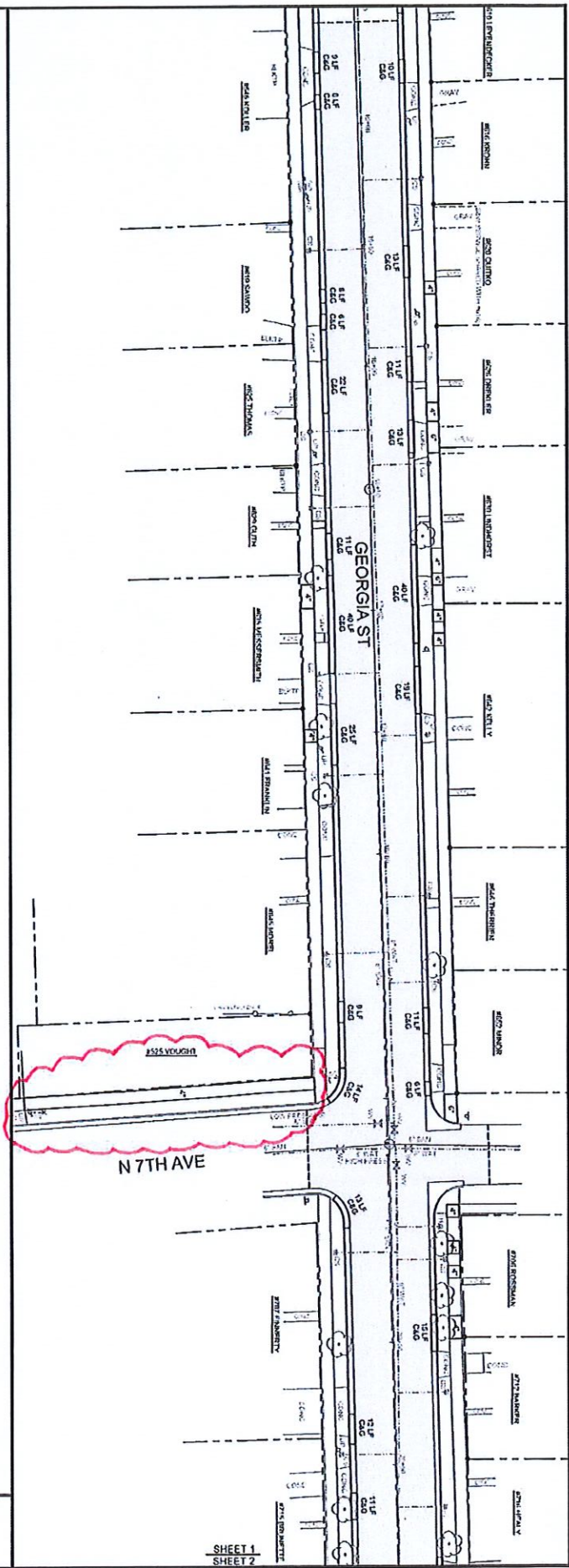
6/20/19  
Date

**REVIEWED BY:** Stephanie Reinhardt  
Stephanie Reinhardt  
City Clerk

7/10/2019  
Date

**REVIEWED BY:** \_\_\_\_\_  
Josh VanLieshout  
City Administrator

\_\_\_\_\_  
Date



**PRELIMINARY RESOLUTION  
DECLARING INTENT TO LEVY SPECIAL ASSESSMENTS UNDER MUNICIPAL POLICE  
POWER PURSUANT TO SECTION 66.0703, WIS. STATS.**

RESOLVED, by the Common Council of the City of Sturgeon Bay, Wisconsin:

1. The Common Council hereby declares its intention to exercise its police power under Section 66.0703, Wisconsin Statutes, to levy special assessments upon property in the Assessment District hereafter described for benefits conferred upon such property by reason of the following public work improvements:  
  
Installation of new sidewalks along the west side of N 7<sup>th</sup> Ave at parcel #2813221020901
2. The Property to be assessed lies within the following described Assessment District:  
  
Assessment District:  
  
1) West side of N 7<sup>th</sup> Ave at parcel #2813221020901
3. It is proposed that 100 percent of the cost of the installation of the sidewalks in the project area of the Assessment District be assessed against the benefitted properties.
4. The Common Council determines that the improvements constitute an exercise of the police power for the health, safety, and general welfare of the municipality and its inhabitants.
5. The City Engineer shall prepare a report which shall consist of:
  - a. Preliminary plans and specifications for the improvements.
  - b. An estimate of the entire cost of the proposed improvements.
  - c. A schedule of proposed assessments.
6. When the report is completed, the City Engineer shall file a copy of the report with the Municipal Clerk for public inspection and, if state property is to be assessed, shall mail a copy of the report to the responsible state agency and, for assessments of \$50,000 or more, to the Wisconsin State Building Commission.
7. Upon receiving the report of the City Engineer, the Municipal Clerk shall cause notice to be given stating the nature of the proposed improvements, the general boundary lines of the proposed Assessment District (including a small map thereof), the time and place at which the report may be inspected, and the time and place of the public hearing on the matters contained in the preliminary resolution and the report. This notice shall be published as a class 1 notice under Ch. 985, Stats, and a copy shall be mailed, at least 10 days before the hearing, to every interested party whose address is known or can be ascertained with reasonable diligence.

8. The public hearing shall be held in the Common Council Chambers in City Hall, 421 Michigan Street, on the 6th day of August, 2019 at 7:00 p.m. or shortly thereafter, in accordance with Section 66.0703 (7), Wisconsin Statutes.
9. The assessment against any parcel may be paid in cash, subject to installment payment privileges, or subject to deferment. The determination of whether or not an assessment is deferrable will be determined by the Common Council at or after the public hearing to be held in connection with this matter. Six annual installments are hereby authorized except when total assessment on a single parcel exceeds \$6,000 then twelve installments can be applied for.

Introduced by

Moved by Alderperson \_\_\_\_\_, seconded by Alderperson \_\_\_\_\_, that said resolution be adopted.

Passed by the Council on the \_\_\_\_ day of \_\_\_\_\_, 2019.

## REPORT ON THE PROPOSED SPECIAL ASSESSMENTS FOR SIDEWALK INSTALLATION IMPROVEMENTS AGAINST PROPERTIES LOCATED IN STURGEON BAY, WISCONSIN

This report is submitted in accordance with the requirements of ss66.60, Stats., and the Preliminary Resolution of the City of Sturgeon Bay, Wisconsin, dated July 16, 2019, determining to levy special assessments on the benefited properties for the public improvements described in Schedule B of this report to be made in the Assessment District described in Schedule C of this report.

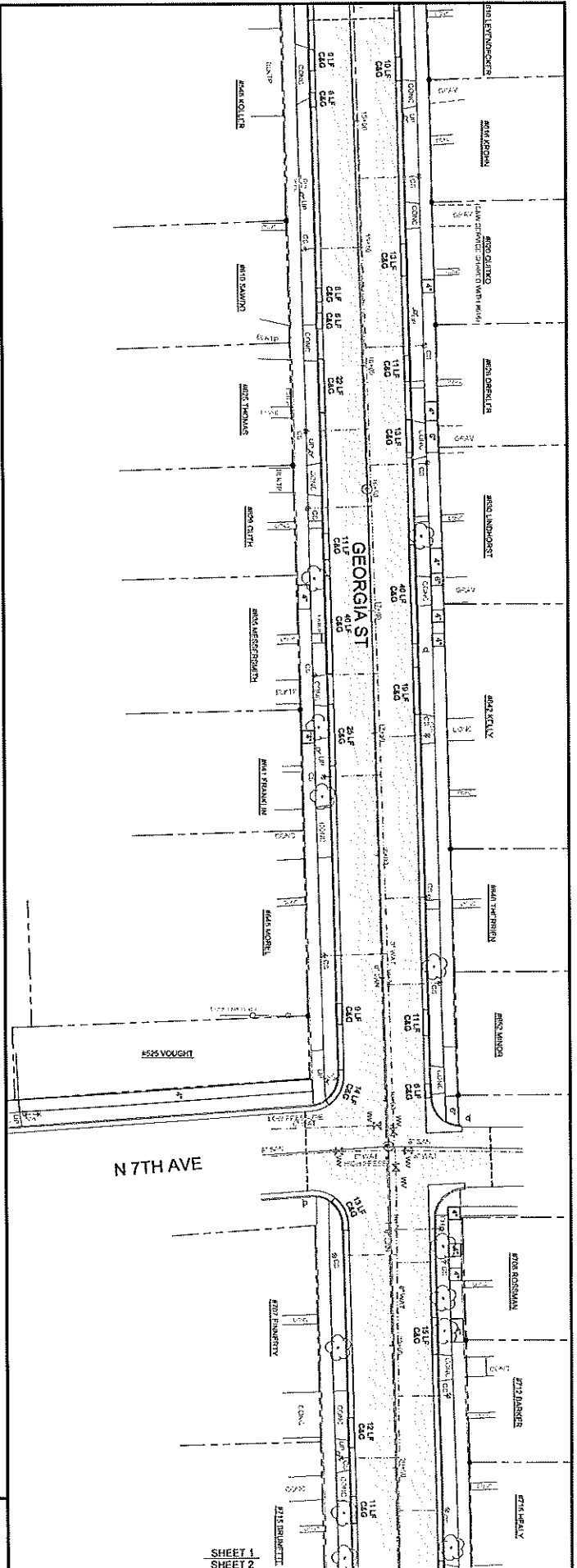
This report consists of the following schedules:

- Schedule A Preliminary plans and specifications for the improvements.
- Schedule B Estimate of the entire cost of the proposed improvements.
- Schedule C Schedule of proposed assessments.

Schedule A Preliminary plans and specifications for the improvements are attached hereto:

Schedule B Estimate of the entire cost of the proposed improvements is attached hereto:  
NOTE: Costs shown on the estimate are based on actual pricing from the awarded contractor.

Schedule C Schedule of proposed assessments is attached hereto:





**Unclassified Excavation**

**Part 1 - General**

- 1) Summary
  - a) The specifications are intended to reflect good construction practices identified in the Standard Specifications for Highway and Structure Construction from the Wisconsin Department of Transportation.
  - b) If items are not identified in this document the above documents will be referenced for guidance.
  - c) Shall include all excavation, grading, compacting and removal of soils, plants, trees and other miscellaneous items that may be necessary to complete this project.
  - d) Payments shall be made as identified in Section 01270.

**Part 2 - Products (Not Used)**

**Part 3 – Execution:**

- 1) Excavate, remove, relocate and adjust grades to match the plans.
- 2) Clearing and Grubbing of trees, brush, and stumps
  - a) Stumps shall be removed by grinding or excavation to a minimum of 18" below finished grade.
- 3) Soils acceptable to the City Engineer may be used to adjust the sub-grade provided they can be properly compacted. This includes the existing road base to fill for the support of the curb and gutter and driveways if material is acceptable to the City Engineer. Soils not intended for reuse on the project shall be removed and can be disposed of at the City's stock pile at 1531 Division Road, Sturgeon Bay, WI 54235 or hauled to another approved location. No additional payment shall be requested for this item.
- 4) Existing pavements, curbs and sidewalk slabs shall be removed and can be disposed of at the City's stock pile at 1531 Division Road, Sturgeon Bay, WI 54235 or hauled to another approved location. No additional payment shall be requested for this item. Pavements can also be recycled for reuse as fill or road base material if crushed to meet the specifications of this project.

## **Asphalt and Concrete Removal**

### **Part 1 - General**

#### **1) Summary**

- a) Asphalt and / or concrete pavement, sidewalk and curb & gutter shall be removed from the project in locations indicated.

### **Part 2 - Products (Not Used)**

### **Part 3 – Execution:**

1. Saw cut existing asphalt and / or concrete pavement, sidewalk and curb & gutter to provide a straight line to abut new pavements as shown on the on the plans. All saw cutting to be incidental and included within the pricing indicated on the Bid Schedules in Section 00420.
2. Pavement shall be collected in trucks and removed from the site by the Contractor. Materials can be disposed of at any approved site but if desired:
  - a) The City has an asphalt reuse facility and the Contractor may haul all asphalt pavement and road base materials to this site at 1531 Division Road, Sturgeon Bay, WI 54235 at no cost or benefit to the Contractor.
  - b) The City has a concrete reuse facility and the Contractor may hall all concrete pavement, sidewalk and curbing to this site at 1531 Division Road, Sturgeon Bay, WI 54235 at no cost or benefit to the Contractor.
3. Sweep loose debris off of remaining pavements and return road to use whenever possible.

## **Earthwork for Roadway**

### **Part 1 – General**

#### **1) Summary**

- a) This section includes the excavation of paved areas, filling, compaction, finished grading and disposal of surplus material.
- b) Testing will be required only when the City Engineer is concerned about the compaction effort failing to achieve the desired results. The City will inform the Contractor when testing is to be required.
  - i) IF required, it will be at the Contractor's expense using a test method, and tester acceptable to the City Engineer.
- c) Testing:
  - i) Contractor shall provide a loaded Tandem Axle Dump (10CY minimum) to proof roll proposed road base.
  - ii) Alternate test measures will only be required if proof roll is not approved.
  - iii) Back fill areas outside of the road bed shall be compacted so as to match the surrounding soils.

### **Part 2 - Products**

- 1) All soils needed for this project shall be from salvaged material unless alternate material is approved or required by the City Engineer.
- 2) If poor soils are encountered a reinforcement fabric will be considered and paid for on a square yard basis.

### **Part 3 – Execution:**

- 1) Excavation: Remove all material to the planned sub grade.
  - i) Materials include soils, driveways, sidewalks and curb & gutter.
  - ii) Mill or saw-cut edges of the existing pavement to provide a smooth joint to pave against.
  - iii) Use existing road base material for fill to reopen the required cross streets.
- 2) Compact sub-base material and request authorization to place road base material prior to covering any of the sub-base. Review the need for fabric reinforcement prior to installation of any road base material.

3) Install crushed stone for road base in a maximum of 8" lifts. Compact each lift to the desired results prior to the installation of any subsequent base material.

- a) Test Rolling: use a tandem axle dump truck loaded with 10 CY of soil or stone for proof rolling.
  - i) Test all road base material up to the back of curb.
  - ii) Replace and/or compact any base material as necessary.
  - iii) Re compact soil if failure is evident in the base or sub base material.
- b) Reinforcement fabric may be used if adequate compaction of sub-base material cannot be achieved.

4) Finished Grading

- a) Grade, trim and shape sub-grade to the required elevations.
  - i) Adjust slopes by grading so that transition to the existing finished grades is smooth and rounded to allow easy maintenance of landscaped areas.
  - ii) Remove all stones 3" or larger from the grading limits of the project.
  - iii) Road base of all paved areas shall be plus or minus .02' using a 10' straight edge for a guide.

## **Utility Adjustments and Abandonments**

### **Part 1 - General**

#### **1) Summary**

- a) All utilities shall be adjusted to match the finished grade.
- b) Replace all adjustment rings on manholes within the project area.
- c) Turn water valve boxes to the desired height.
- d) Coordinate all other utility adjustments.

### **Part 2 – Products**

- 1) Injection molded-recycled HDPE adjustment rings as manufactured by LADTECH, Inc. or approved equal.
- 2) Precast concrete adjustment rings.
- 3) Butyl rubber gasket material.
- 4) Valve box extensions and risers.

### **Part 3 – Execution:**

#### **1) Sanitary Sewer Manholes**

- a) Remove all existing manhole castings within the project area.
- b) Remove all adjustment rings. If manhole is to remain, inspect to insure that it has not been damaged during construction.
- c) All adjustment rings shall be injection molded-recycled HDPE as manufactured by LADTECH, Inc. or approved equal and installed per manufacture's specifications. Adjustment rings shall be a minimum of 1" thick and not exceed 6" thick, or total more than 12" thick.

#### **2) Storm Sewer Manholes**

- a) Remove all existing manhole castings within the project area.
- b) Remove all adjustment rings. If manhole is to remain, inspect to insure that it has not been damaged during construction.
- c) Adjustments to finished grade shall be made using (2) 2" thick concrete adjustment rings and shall provide a minimum of 4" of adjustment. Additional concrete adjustment rings shall be a minimum of 2" thick and not exceed 6" thick. Total height of adjustment rings shall not exceed 12" thick. Apply 1.25" thick butyl rubber gasket material between each adjustment ring and under the manhole casting.

#### **3) Water Valves and Valve Boxes**

- a) Turn water valve boxes to the desired elevation. If boxes cannot be turned request alternative approvals for adjusting the valve boxes.

## Crushed Aggregate Base Course

### **Part 1 General**

1. Summary
  - a. Foundation preparation.
  - b. Crushed aggregate base course for roads, sidewalks, driveways, and parking areas.
  - c. Preparation of crushed aggregate base course.
2. Submittals
  - a. Aggregate shall be supplied with an approved source testing report.
  - b. One copy of weight tickets from each truck load of material.

### **Part 2 Materials**

1. Aggregates
  - a. Aggregates shall consist of hard, durable particles of crushed stone and natural or crushed stone sand for filler.
  - b. Aggregates shall be uniformly mixed and not segregated by particle size.
  - c. Moisture content shall not exceed 7%.
  - d. Recycled material may be used for aggregate base course if approved by the City Engineer.

### **Part 3 Execution**

1. Preparation of Foundation
  - a. Remove all top soils and organic materials.
  - b. Cut or fill, grade, and compact foundation prior to placement of crushed aggregate base course material.
  - c. Remove all soft and spongy soils or cover with approved reinforcement fabric.
  - d. Apply water to material that is dry and dusty to get adequate compaction.
2. Crushed Aggregate Base Course Installation
  - a. Construct road base as shown on drawings in layers not exceeding 8" thick. Segregated materials shall be removed and remixed when identified.
  - b. A layer of larger stone may be used for the first lift if approved by the City Engineer.
  - c. Spreading the base material
    - i. Deposit material in such a manner to minimize the segregation and uniformly spread the aggregate material.
    - ii. Route hauling equipment over all portions of the previously installed aggregate material whenever possible.
3. Compaction
  - a. After aggregate is placed and spread at the desired thickness it shall be compacted.
  - b. Dry aggregate shall have water uniformly applied to achieve the required compaction of 95% of the maximum dry density as determined by the modified proctor test (ASTM D1557).

- c. Segregated materials shall be removed and replaced when compaction cannot be achieved.
  - d. Proof rolling with a loaded tandem axle truck shall be the preferred method of compaction testing, but disputed results will be verified at the Contractor's expense.
- 4. Water shall be applied as needed to control dust and maintain compaction.
- 5. Prior to paving aggregate base course shall be uniformly graded to the desired grade with no abrupt ridges or grade changes so as to create a uniform layer of asphalt. Grades shall be accurate to within .02' measured using a 10' straight edge. Any standing water, snow or ice shall be removed before paving.
- 6. Maintain aggregate base course until pavement is installed. Areas that need to be reworked may also need to be proof rolled.
- 7. Test the compactions using a fully loaded 10 yard tandem axle dump truck. Any rolling, cracking or displacement of the gravel shall be considered a failed test that requires additional compaction of either the base or sub-base material.
  - i. Contractor may choose to provide other testing methods, at their expense, to prove that the base is ready for paving.
  - ii. No paving will be allowed until testing has been completed and has proven to be adequately compacted.

**Traffic Signs**

**Part 1 General**

1. Signs and sign posts will be removed prior to construction, and reinstalled after construction, by the City of Sturgeon Bay DPW Crew.

**Paint Striping**

**Part 1 General**

1. Paint striping at the completion of the project will be installed by the City of Sturgeon Bay DPW Crew.

**Concrete Curb and Gutter****Part 1 General**

1. Summary
  - A. Fine grading and compaction
  - B. Curb and gutter installation
  - C. Backfilling
  - D. Finished grading
2. Submittals
  - A. Concrete design mix of composition and compressive strength test results
  - B. Results of compression and air entrainment tests
3. Quality Assurance
  - A. Provide mix design that conforms to specifications
  - B. Installation testing
  - C. Slump tests
  - D. Air-entrainment tests
  - E. Compressive strength cylinder tests
4. The following shall be in conformance with the following references
  - A. Sampling ASTM C172
  - B. Slump ASTM C143
  - C. Air-entrainment ASTM C231
  - D. Compression ASTM C31 and C39
5. Compressive strength tests shall consist of four standard test cylinders made from a single batch of concrete.
  - A. Test one cylinder at 5 days or 2500 psi.
  - B. Test one cylinder at 7 days (This test may be skipped if adequate strength is achieved at the 5 day test).
  - C. Test one cylinder at 28 days.
  - D. The remaining cylinder shall be tested if the prior tests fail.
6. Satisfactory Compressive Test
  - A. Results equal to or greater than specified for the 28-day test.
  - B. No individual test is less than 500 PSI below the specified compressive strength.
7. Failed compressive tests after the 4<sup>th</sup> cylinder is tested.
  - A. Core two samples from each area covered by the failed test and perform the compressive test on them.
  - B. Replace the affected area if the core samples fail the compressive test.

**Part 2 Products**

- 1) Concrete
  - a) Conform to the ASTM C94 and Section 501 of the Standard Specifications for Highway and Structure Construction from the Department of Transportation:
    - i) 28-day compressive strength of 4,000 psi
    - ii) 1.5" maximum aggregate size
    - iii) 5.5 bag per cubic yard mix
    - iv) 6% +/- 1.5% air entrainment
    - v) Maximum water to cement ratio of .44

- b) Cement shall conform to ASTM C150, type 1
- c) Aggregates shall conform to ASTM C33
- d) Expansion joint material shall conform to ASTM D1751 and be 0.75" thickness.
- e) Re-bar shall conform to ASTM A615, Grade 60
- f) Curing compounds shall be a liquid membrane-forming conforming to ASTM C-309, class A, type 1 with white pigment.
- g) Aggregate base course material shall consist of durable particles of crushed stone or crushed gravel:
  - i) Oversized stone shall be crushed to required sizes.
  - ii) Shall be free of organic matter, soft stone, shale, and conglomerations of clay, while conforming to the aggregate gradation requirements.
  - iii) Moisture content shall not exceed 7%.

**Gradation Requirements:**  
Percent by Weight Passing

Sieve Size	Crushed Stone	Crushed Gravel
1 Inch	100	100
3/8 Inch	40-75	50-85
No. 4	25-60	35-65
No. 10	15-45	25-50
No. 40	----	10-30
No. 200	3-12	3-10

**Part 3 Execution**

- 1) Preparation of subgrade.
- 2) Prepare the subgrade by excavating to the lines, grades and cross-sections shown on the drawings as required for placing the curb and gutter.
- 3) If subgrade excavation in cut is required, stockpile the surplus material for use in fill areas behind the curb and gutter, or dispose of at the City's stock pile at 1531 Division Road, Sturgeon Bay, WI 54235 or at another approved location.
- 4) If subgrade excavation in fill is required, then furnish, install and compact.
  - a. If borrow fill is suitable it shall be the preferred fill material but if not class C2 soil shall be needed.
  - b. Compact to a minimum of 95% modified proctor density (ASTM D1557).
- 5) Placing the base course:
  - a. Provide a minimum of 4 inches of base material.
  - b. Prepare the grade by grading to the lines, grades and cross-sections shown on the drawings as required for placing the curb and gutter.
  - c. Compact to 95% modified proctor density (ASTM D1557)
- 6) Catch basins / inlets shall be adjusted to the curb and gutter elevations and tuck pointed with concrete used in the curb construction.
- 7) Slip-form Construction
  - a. Slip form construction is the preferred method of placement.
  - b. Coordinate the operations of mixing, delivering, and placing of the concrete to provide uniform progress with minimal stopping of the curb machine.
  - c. The curb machine shall be capable of placing the specified type of curb with the adequate amount of vibration to eliminate honeycomb formation.

- d. Protect the curb and gutter until concrete has obtained the design strength.
- 8) Manual Placement
- a. Provide forms of the size and type of material required to properly construct the curb and gutter as required.
  - b. Properly brace or tie forms together to maintain position and shape.
  - c. Clean and coat the forms with clear mineral or paraffin base form oil prior to the placement of concrete.
  - d. Forms shall remain in place until they can be removed without damage or settling.
  - e. Protect the curb and gutter until concrete has obtained the design strength.
- 9) Placing Concrete
- a. Construct curb and gutter on the prepared and moistened foundation in one course.
  - b. Construct curb and gutter to the required lines and grades as shown on the drawings.
  - c. Consolidate concrete using mechanical vibration to eliminate honeycombing.
  - d. Contraction joints shall be sawn at 10' intervals, 2" deep as soon as the concrete has set sufficiently to preclude raveling during the saw cutting but before shrinkage cracking.
- 10) Contraction Joint Placements
- a. Place at 300' maximum spacing.
  - b. At each end of the radius sections.
  - c. Adjacent to expansion joints in existing concrete.
  - d. Place at right angles to the gutter flow line.
- 11) Place reinforcement if required (as shown on the plans)
- 12) Finishing
- a. Trowel and brush or dry broom the surfaces of the curb and gutter prior to concrete setting.
  - b. Round edges adjacent to expansion joints using a ¼" jointer.
  - c. If approved by Owner honeycombed areas shall be tuck pointed as soon as found with a mortar mixture of 1 part Portland Cement and 3 parts sand.
- 13) Curb ramping shall provide depressed and sloped curb at ramp and driveway locations as shown on drawings or identified by the City Engineer.
- 14) Curing
- a. Start curing activities as soon as free water has disappeared from the surface of the concrete after placing and finishing.
  - b. Apply curing compound to all exposed surfaces by spraying a uniform coating in such a manner as to provide a continuous water impermeable surface. Apply in accordance with manufacturer's recommendations to limit loss of water to not more than 0.40 kg/m<sup>2</sup> in 72 hours.
  - c. In hot weather conform to ACI 305 or ACI 306 in cold weather.
  - d. **During the curing period protect concrete from damage, water flow, loading, shock and vibration.**

**NOTE: After the curbing is poured the City of Sturgeon Bay DPW crew will add base materials along the new curbing prior to the removal of the barricades / flashers.**

**Concrete Sidewalks and Driveways****Part 1 General****1.1 Summary**

- A. Fine grading and compaction
- B. Sidewalk and driveway installation
- C. Backfilling
- D. Finished grading

**1.2 Submittals**

- A. Concrete design mix of composition and compressive strength test results.
- B. Results of compression and air entrainment tests.

**1.3 Quality Assurance**

- A. Provide mix design that conforms to specifications.
- B. Installation testing
  - a. Slump tests
  - b. Air-entrainment tests
  - c. Compressive strength cylinder tests
- C. The following shall be in conformance with the following references:
  - a. Sampling           ASTM C172
  - b. Slump               ASTM C143
  - c. Air-entrainment   ASTM C231
  - d. Compression     ASTM C31 and C39
- D. Tests shall be performed twice each day or once per 100 cubic yards, whichever is greater.
- E. Compressive strength tests shall consist of four standard test cylinders made from a single batch of concrete.
  - a. Test one cylinder at 5 days.
  - b. Test one cylinder at 7 days (This test may be skipped if adequate strength is achieved at the 5 day test).
  - c. Test one cylinder at 28 days.
  - d. The remaining cylinder shall be tested if the prior tests fail.
- F. If applicable - high early strength concrete shall be used in driveways that have high early strength concrete used to construct the curb and gutter.
- G. Satisfactory Compressive Test:
  - a. Results equal to or greater than specified for the 28-day test.
  - b. No individual test is less than 500 PSI below the specified compressive strength.
- H. Failed compressive tests after the 4th cylinder is tested.
  - a. Core two samples from each area covered by the failed test and perform the compressive test on them.
  - b. Replace the affected area if the core samples fail the compressive test.

**Part 2 Products****2.1 Concrete**

- A. Conform to the ASTM C94 and Section 501 of the Standard Specifications for Highway and Structure Construction from the Department of Transportation:
  - a. 28-day compressive strength of 4,000 psi.

- b. 1.5" maximum aggregate size
- c. 5.5 bag per cubic yard mix
- d. 6% +/- 1.5% air entrainment
- e. Maximum water to cement ratio of .44
- B. If applicable - high early strength concrete shall achieve a usable compressive strength in less than 24 hours.
- C. Cement shall conform to ASTM C150, type 1.
- D. Aggregates shall conform to ASTM C33.
- E. Expansion joint material shall conform to ASTM D1751 and be 0.75" thickness.
- F. Re-bar shall conform to ASTM A615, Grade 60.
- G. Curing Compounds shall be a liquid membrane-forming conforming to ASTM C-309, class A, type 1 with white pigment.
- H. Aggregate base material shall consist of durable particles of crushed stone or crushed gravel:
  - a. Oversized stone shall be crushed to required sizes.
  - b. Shall be free of organic matter, soft stone, shale, and conglomerations of clay, while conforming to the aggregate gradation requirements.
  - c. Moisture content shall not exceed 7%.
  - d. Gradation requirements:

Sieve Size	Percent by Weight Passing	
	Crushed Stone	Crushed Gravel
1 Inch	100	100
3/8 Inch	40-75	50-85
No. 4	25-60	35-65
No. 10	15-45	25-50
No. 40	----	10-30
No. 200	3-12	3-10

### **Part 3          Execution**

#### **3.1 Preparation of subgrade.**

- A. Prepare the subgrade by excavating to the lines, grades and cross-sections shown on the drawings as required for placing the sidewalks and driveways.
- B. If subgrade excavation in cut is required, stockpile the surplus material for use in fill areas behind the sidewalks and driveways, or dispose of at the City's stock pile at 1531 Division Road, Sturgeon Bay, WI 54235 or at another approved location.
- C. If sub-grade excavation in fill is required, then furnish, install and compact.
  - a. If borrow fill is suitable it shall be the preferred fill material but if not class C2 soil shall be needed.
  - b. Compact to a minimum of 95% modified proctor density (ASTM D1557).

#### **3.2 Placing the base course:**

- A. Placing the Base Course
  - a. Provide a minimum of 4 inches of base material at 4" thick sidewalks, and a minimum of 6 inches of base material at 6" thick sidewalks or driveways.
  - b. Prepare the grade by grading to the lines, grades and cross-sections shown on the drawings as required for placing the sidewalks and driveways.
  - c. Compact to 95% modified proctor density (ASTM D1557).

### 3.3 Expansion Joints

- A. Location and geometry of expansion joints shall be as shown on the drawings or according to the following criteria:
  - 1. At right angles or tee intersections.
  - 2. At all intersections of driveways and walkways.
  - 3. At the back of curbs.
  - 4. 100' spacing, perpendicular to the edge of sidewalk.
  - 5. At all curb ramps.
- B. Felt shall be equal the depth of the concrete and placed slightly below the finished surface.

### 3.4 Slip-form Sidewalk Construction

- A. Slip form construction is the preferred method of placement.
- B. Coordinate the operations of mixing, delivering, and placing of the concrete to provide uniform progress with minimal stopping of the sidewalk machine.
- C. The sidewalk machine shall be capable of placing the specified sidewalk with the adequate amount of vibration to eliminate honeycomb formation.
- D. Protect the sidewalks until concrete has obtained the design strength.

### 3.5 Manual Placement

- A. Provide forms of the size and type of material required to properly construct the sidewalk and driveways as required.
- B. Properly brace or tie forms together to maintain position and shape.
- C. Clean and coat the forms with clear mineral or paraffin base form oil prior to the placement of concrete.
- D. Forms shall remain in place until they can be removed without damage or settling.
- E. Protect the sidewalks and driveways until concrete has obtained the design strength.

### 3.6 Placing Concrete

- A. Construct sidewalks and driveways on the prepared and moistened foundation in one course.
- B. Construct sidewalks and driveways to the required lines and grades as shown on the drawings.
- C. Consolidate concrete using mechanical vibration to eliminate honeycombing.
- D. Contraction joints shall be sawn at 5' intervals, 1.25" deep as soon as the concrete has set sufficiently to preclude raveling during the saw cutting but before shrinkage cracking.

### 3.7 Contraction Joints

- A. Place at 5' maximum spacing.
- B. At each end of each driveway.
- C. Adjacent to existing expansion joints in existing concrete.
- D. Place at right angles to the edge of sidewalk.

### 3.8 Place reinforcement if required (as shown on the plans).

### 3.9 Finishing

- A. Trowel and brush or dry broom the surfaces of the sidewalks and driveways prior to concrete settling.
- B. Round edges adjacent to expansion joints using a 1/4" jointer.
- C. If approved by Owner honeycombed areas shall be tuck pointed as soon as found with a mortar mixture of 1 part Portland cement and 3 parts sand.

### 3.10 Curb Ramping

- A. Install (2) cast iron warning fields per each location shown on the plans.
- B. Use Neenah Foundry Quick Connect Detectable Warning Plates (unpainted) unless alternate is approved by the Owner.

### 3.11 Curing

- A. Start curing activities as soon as free water has disappeared from the surface of concrete after placing and finishing.
- B. Apply curing compound to all exposed surfaces by spraying a uniform coating in such a manner as to provide a continuous water impermeable surface. Apply in accordance with manufacturer's recommendations to limit loss of water to not more than 0.40 kg/m<sup>2</sup> in 72 hours.
- C. In hot weather conform to ACI 305.
- D. In cold weather conform to ACI 306.
- E. **During the curing period protect concrete from damage, water flow, loading, shock and vibration.**

**Landscaping and Turf Restoration**

**NOTE:** This work will be completed by the City of Sturgeon Bay DPW crew, but the Contractor shall backfill all affected areas to within 4" of the proposed finished grade elevations.

**Part 1 – Summary**

- a) Preparation for placement of top soil
- b) Top soil installation
- c) Fertilizer and grass seed
- d) Mulch

**Part 2 – Products (Not Used)**

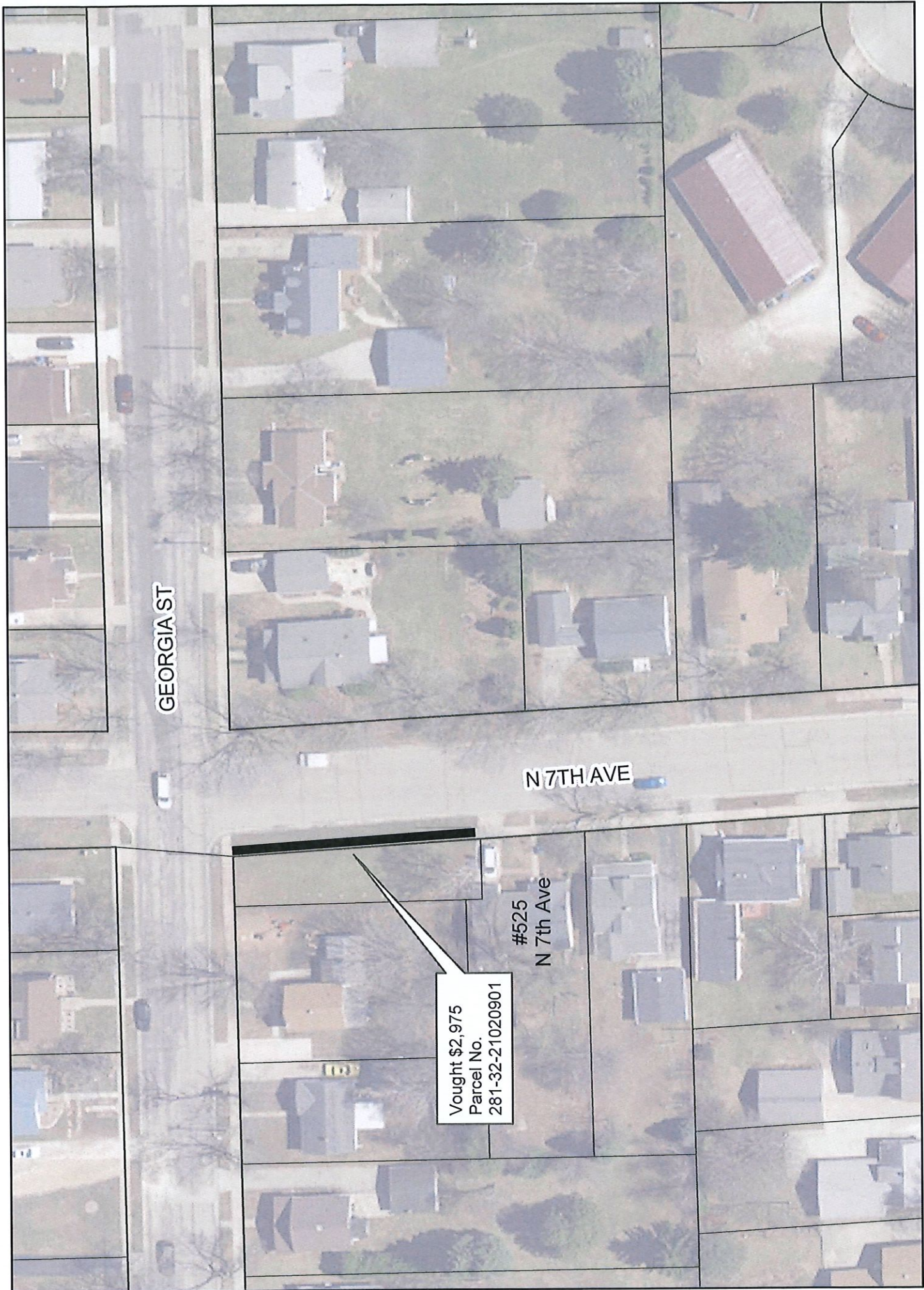
**Part 3 – Execution:**

- 1) Contractor shall:
  - a) Backfill disturbed areas with soils from cut areas of the project to within 4" of the proposed finished grade elevations.
  - b) Compact to 85% modified proctor density.
  - c) Remove remaining excess material. Material can be disposed of at the City's stock pile at 1531 Division Road, Sturgeon Bay, WI 54235 or at another approved location.
- 2) City of Sturgeon Bay DPW Crew shall:
  - a) Supply and install all topsoil, fertilizer, grass seed, and mulch as needed.

Item #	Georgia Street (580 LF East of N 5th Ave to N 8th Ave) - Item Descriptions	Unit	Estimated Quantity	Unit Price	Line Item Total	City Quant.	Assess Quant.	City Cost	Assess Cost
1	Mobilization - Concrete Work (includes traffic control if needed & barriers for wet concrete)	LS	1.00	\$ 500.00	\$ 500.00	1.00	0.00	\$ 500.00	\$ -
2	Strip Topsoil (For New 4" Concrete Sidewalk Along N 7th Ave)	SF	599.00	\$ 1.00	\$ 599.00	599.00	0.00	\$ 599.00	\$ -
3	Remove Concrete Sidewalk & Driveways (includes cutting)	SF	1518.00	\$ 1.00	\$ 1,518.00	1518.00	0.00	\$ 1,518.00	\$ -
4	Remove Curb & Gutter (includes cutting)	LF	652.00	\$ 7.00	\$ 4,564.00	652.00	0.00	\$ 4,564.00	\$ -
5	New Concrete Curb & Gutter - 30" (includes base excavation & base)	LF	652.00	\$ 32.00	\$ 20,864.00	652.00	0.00	\$ 20,864.00	\$ -
6	New Concrete Sidewalk - 4" (includes base excavation and base)	SF	1789.50	\$ 5.00	\$ 8,947.50	1194.50	595.00	\$ 5,972.50	\$ 2,975.00
7	New Concrete Sidewalk or Driveway - 6" (includes base excavation and base)	SF	327.50	\$ 6.00	\$ 1,965.00	327.50	0.00	\$ 1,965.00	\$ -
8	Cast Iron Warning Fields - 2'x4'	EA	1.00	\$ 300.00	\$ 300.00	1.00	0.00	\$ 300.00	\$ -
					<b>Totals:</b>			City Cost	Assess Cost
								\$ 36,282.50	\$ 2,975.00

1	Mobilization - Asphalt Work	LS	1.00	\$ 700.00	\$ 700.00	1.00	0.00	\$ 700.00	\$ -
2	Mill / Remove Asphalt Pavement	SY	4648.00	\$ 2.15	\$ 9,993.20	4648.00	0.00	\$ 9,993.20	\$ -
3	Base Aggregate Fine Grading	LS	1.00	\$ 5,180.00	\$ 5,180.00	1.00	0.00	\$ 5,180.00	\$ -
4	Asphaltic Binder Course - 2" Asphalt	TON	511.50	\$ 69.10	\$ 35,344.65	511.50	0.00	\$ 35,344.65	\$ -
5	Asphaltic Surface Course - 1-1/2" Asphalt	TON	353.50	\$ 76.90	\$ 27,184.15	353.50	0.00	\$ 27,184.15	\$ -
					<b>Totals:</b>			City Cost	Assess Cost
								\$ 78,402.00	\$ -

Traffic Control - Asphalt Work - SB DPW will provide barricades and flashers / cones as needed	LS		NA	DPW					
Topsoil (screened) - 4" measured in place	CY	32.00	\$ 25.00	\$ 800.00	32.00	0.00	\$ 800.00	\$ -	
Seed & Mulch (Landscaping Restoration)	SF		NA	DPW					
Street Trees	EA	18.00	\$ 175.00	\$ 3,150.00	18.00	0.00	\$ 3,150.00	\$ -	
					<b>Totals:</b>			\$ 3,950.00	\$ -
							City Cost	Assess Cost	
					<b>Totals:</b>			\$ 118,634.50	\$ 2,975.00



Vought \$2,975  
Parcel No.  
281-32-21020901

#525  
N 7th Ave

N 7TH AVE

GEORGIA ST



N 7th Ave Sidewalk  
Proposed Assessment

JUNE, 2019

Parcel Number	Mailing Address						Property Address	4" Sidewalk (SF)	4" Sidewalk Cost	Total Cost
	Last Name	First Name	Street 1	City	State	ZIP				
2813221020901	Vought	Justin	525 N 7th Ave	Sturgeon Bay	WI	54235	525 N 7th Ave	595.00	\$ 2,975.00	\$ 2,975.00
							<b>Totals</b>	<b>595.00</b>	<b>\$ 2,975.00</b>	<b>\$ 2,975.00</b>

**An Ordinance to Create Chapter 37  
of the City of Sturgeon Bay  
Code of Ordinance.**

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

**SECTION 1.: Chapter 37 of the Sturgeon Bay Code of Ordinances is hereby created to read as follows:**

**Chapter 37 – Commercial quadricycle licensing.**

**37.01 – Definitions.**

- (1) *Applicant* means the individual applying for a license under this section or any person who is an officer of a corporation that is applying for a license under this section.
- (2) *Commercial quadricycle* means a vehicle with fully operative pedals for propulsion entirely by human power that:
  - (a) Has four wheels and is operated in a manner similar to a bicycle;
  - (b) Is equipped with at least eight (8) seats for passengers;
  - (c) Is designed to be occupied by a driver and by passengers providing pedal power to the drive train of the vehicle;
  - (d) Is used for commercial purposes; and
  - (e) Is operated by the vehicle owner or an employee of the owner.
- (3) *Commercial quadricycle business* means any enterprise that owns a commercial quadricycle or manages the operation of a commercial quadricycle.
- (4) *Commercial quadricycle operator's license* means an operator's license as described below in 37.02.
- (5) *Public commercial quadricycle operator* means any person who operates a commercial quadricycle or commercial quadricycle which transport passengers for hire or compensation.

### **37.02 – Licenses required.**

- (1) *Commercial quadricycle business license.* No person may engage in a commercial quadricycle business unless each commercial quadricycle used in the business is licensed. A commercial quadricycle business license shall expire on December 31 of each year.
- (2) *Commercial quadricycle operator's license.* No person may operate a commercial quadricycle for purposes upon a highway or public road unless the person is licensed as a public commercial quadricycle operator. The public commercial quadricycle operator's license shall expire on December 31 of each year.

### **37.03 – Commercial quadricycle business application process.**

- (1) *Application.* A person wishing to operate a commercial quadricycle business shall apply to the city clerk for a business license using an approved form and pay the clerk a fee in the amount designated in the City of Sturgeon Bay Fee Schedule for each commercial quadricycle managed by the person. The clerk shall forward the application to the police department for review. The police department shall deny the application if any of the following applies:
  - (a) The circumstances of a pending criminal charge against the applicant substantially relate to the licensed activity:
  - (b) The applicant has been convicted of any felony, misdemeanor or other offense, the circumstances of which substantially relate to the particular job or licensed activity.
  - (c) The applicant made a false statement on the application.
  - (d) The applicant is under 18 years old.
- (2) *Commercial Quadricycle Plan of Operation.* All applicants must complete and file with the clerk a Commercial Quadricycle Plan of Operation detailing the hours of operation, routes, quadricycle operators, and the rules the licensee will enforce on its customers regarding alcohol beverage possession and consumption and litter and noise regulation. This plan of operation shall be forwarded to the Police and Fire departments for consideration as a condition of approval of the license. In its review, the Police and Fire department may recommend approval, approval subject to certain modifications or denial of the license.
- (3) *Appeal.* If the police or fire department denies an application for a commercial quadricycle business license, or demands modifications that the applicant objects to, the applicant may appeal within 15 days after the police and fire department mails a notice of its decision to the applicant. If the applicant files a timely appeal with the clerk, the clerk shall schedule an appeal hearing before the community protection and services committee.

- (4) *Hearing Before Committee.* The committee may approve any application placed on its agenda only if the applicant is qualified under this section and may place conditions upon approval. The common council shall affirm, reverse or modify the committee's decision.
- (5) *Issuance.* The clerk shall issue the commercial quadricycle business license if the applicant has been approved by the common council and has satisfied all other provisions of this section.
- (6) *Vehicle Inspection.* Before a commercial quadricycle business may operate a commercial quadricycle on a highway, the applicant shall obtain a certificate of inspection of the Commercial Quadricycle by a mechanic certified by the National Institute for Automotive Service Excellence (ASE). The ASE mechanic will provide certification, satisfactory to the police department that the Commercial Quadricycle is in sound mechanical working condition. This paragraph does not apply to a commercial quadricycle owned or operated by:
  - (a) A nonprofit corporation that provides to the police department proof that the vehicle passed a state vehicle inspection.
  - (b) An organization which is exempt from federal income tax under IRC § 501(c)(3) that provides to the police department proof that the vehicle passed a state vehicle inspection.
- (7) *Insurance.* Maintain liability insurance coverage for the commercial quadricycle containing the limits of not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage, issued by a company authorized to do business in the state. A certificate of insurance for liability coverage for the calendar year specific to each commercial quadricycle shall be filed with the city clerk.
- (h) *Police Department Vehicle Review.* The police department shall affix a license sticker to the rear of each inspected commercial quadricycle if the department determines that the commercial quadricycle is:
  - (a) licensed with the city clerk.
  - (b) certified in safe working condition as required by subsection (g) (6) of this ordinance.
  - (c) insured as required by subsection (g) (7) of this ordinance.
  - (d) Conspicuously displaying on the exterior driver and passenger side of the vehicle:
    - (i) The name or trade name of the public vehicle business.
    - (ii) The phone number of the public vehicle business.

- (iii) A unique number assigned by the commercial quadricycle business that identifies the particular vehicle.
- (e) Conspicuously displaying within the front passenger compartment:
  - (i) A display holder within which commercial quadricycle operators can show their licenses while operating the commercial quadricycle.

#### **37.04 – Commercial quadricycle operator’s license application process.**

- (1) *Application.* A person wishing to obtain a commercial quadricycle operator's license shall apply to the city clerk using a common council approved form and pay to the clerk the proper license fee and submit an acceptable passport-sized photo. The clerk shall forward the application to the police department for review. If the police department approves the application, it shall forward its recommendation to the clerk. The police department shall deny the application if any of the following applies:
  - (a) The circumstances of a pending criminal charge against the applicant substantially relate to the licensed activity.
  - (b) The applicant has been convicted of any felony, misdemeanor or other offense the circumstances of which substantially relate to the particular job or licensed activity.
  - (c) The applicant made a false statement on the application.
  - (d) The applicant is under 18 years old.
- (2) *Appeal.* If the police department denies an application for a commercial quadricycle operator's license, the applicant may appeal within 15 days after the police department mails a notice of denial to the applicant. If the applicant files a timely appeal with the clerk, the clerk shall schedule an appeal hearing before the community protection and services committee. The committee shall approve the application only if the applicant is qualified under this section and may place conditions upon approval. The common council shall affirm, reverse or modify the committee's decision.
- (3) *Issuance.* The clerk shall issue a commercial quadricycle operator's license if the applicant has been approved by the police and fire departments or the common council and has satisfied all other provisions of this section.

#### **37.05 – Commercial quadricycle regulations. The owner and operator of a commercial quadricycle are both responsible for ensuring compliance with this subsection.**

- (1) *Deviation From Plan of Operations.* Licensees must adhere to the routes specified in their submitted Plan of Operations. New routes must be applied for and approved by the common council before a licensee may use the new routes. Temporary routes must be applied for and approved by the chief of police or his or her designee. A temporary route application must be submitted in writing and include a proposed map no later than ten business days prior to the applicant's proposed first date of operation of the temporary route. No licensee shall operate a commercial quadricycle on a street closed off to public traffic regardless of whether the street is included in an approved route. Any deviation from a new or temporary route without approval shall be a violation of this section.
- (2) *Hours of Operation.* Commercial quadricycle operation is permitted between the hours of 10:00 am and 10:00 pm. Commercial quadricycle operation does not include the use of a commercial quadricycle for maintenance, inspection, or without passengers.
- (3) *Limitation on Location.* It is unlawful for any person to operate or to permit another to operate a commercial quadricycle at other times or in other locations than those approved by the common council or the chief of police or his or her designee.
- (4) *Operations without License.* No public commercial quadricycle operator shall drive, or be permitted by a public commercial quadricycle operator to drive, a commercial quadricycle without a valid Wisconsin driver's license or a valid driver's license issued by any other state in the United States.
- (5) *Limitation on Possession.* Passengers on a commercial quadricycle may possess on or carry onto the commercial quadricycle no more than 36 ounces of fermented malt beverages as defined in Wis. Stat. § 125.02(6). No other alcohol beverages, as defined in Ch. 125, Wis. Stats., may be possessed on, carried upon, or consumed upon a commercial quadricycle.
- (6) *Prohibition of Glass Containers.* No glass containers may be carried on a commercial quadricycle.
- (7) *Application to All Use.* Restrictions on possession, transportation and consumption of alcohol beverages in the operation of commercial quadricycles upon city highways and public places shall apply to operation of commercial quadricycles when used for non-revenue producing events or transportation in addition to regular commercial activities.
- (8) *Driver Consumption.* No driver of a commercial quadricycle may consume alcohol while the commercial quadricycle is occupied by passengers.
- (9) *Driver Restriction.* No person may drive a commercial quadricycle with an alcohol concentration of more than 0.02.

- (10) *Beer and Fermented Malt Beverages Only.* No person may drive a commercial quadricycle on which any alcoholic beverages are carried or consumed other than beer or fermented malt beverages under this section.
- (11) *Delivery Prohibited.* No person may drive a commercial quadricycle on which alcoholic beverages are sold and may not transport alcoholic beverages on a commercial quadricycle for the purposes of sale or delivery upon sale.
- (12) *Notice of Restrictions.* Passengers shall be advised by the operator, driver or other person responsible for the operation of the commercial quadricycle that no alcohol beverages shall be possessed on, carried upon, or consumed on a commercial quadricycle in violation of city ordinance or state statute, and shall conspicuously post a notice of these restrictions upon the commercial quadricycle in a form and manner approved by the city.
- (13) *License Required.* The operator of the commercial quadricycle shall hold a valid operator's license pursuant to subsection 37.01(1) City of Sturgeon Bay Code of Ordinance.
- (14) *Traffic Laws.* The operator of the commercial quadricycle shall operate the vehicle at all times in compliance with applicable local and state traffic and parking laws.
- (15) *Grounds for License Action.* Failure of a person to comply with the regulations of this section or to operate in accordance with the approved plan of operation shall constitute grounds for suspension or revocation of license.
- (16) *Council May Amend.* The common council may adopt and from time to time amend the regulations relating to commercial quadricycles and their operations, including, but not limited to, hours of operations, routes, vehicle markings and safety equipment.

### **37.06 Suspension and Revocation.**

- (1) *Intent.* Commercial Quadricycle Licenses or Commercial Quadricycle Operator's License may be suspended or revoked by the common council upon first affording the license holder an opportunity for a public evidentiary hearing as provided in this ordinance.
- (2) *Hearing form.* The Community Protection and Services Committee shall conduct any hearing or prehearing as described in this subsection.
- (3) *Grounds.* Licenses may be the subject of hearings as described in this provision for any violation of a provision of this ordinance or any other violation of ch. 125 Wis. Stats., or the Code of Ordinances deemed pertinent to the licenses regulated by this ordinance including, for purposes of illustration, but not limited to:

- (a) Licensee or operator directly interfering with police officers or otherwise violating the law in a manner substantially related to the operation of the licensed operation.
- (b) Traffic code violations including disorderly conduct with a motor vehicle or other action deemed unsafe in the judgement of the committee.
- (c) Disorderly or disruptive conduct by customers not controlled by licensee
- (d) Operating off route
- (e) Operating outside of permitted hours
- (f) Serving an underrated person
- (g) Violation of the Commercial Quadricycle Plan of Operation
- (h) Failure to maintain the qualifications required for a license under this ordinance.

(4) *Prehearing.* Any state or city agency may, by communication to the common council, bring allegations of any violation of state liquor laws or any violation referenced above before the Community Protection and Services Committee for prehearing as an item in the regular meeting of said committee. Conduct of such prehearing shall be informal, allowing the committee an opportunity to hear the allegations and permitting the accused licensee to respond if they so wish. The purpose of such prehearing will be to determine if the allegations are of such magnitude, importance, or otherwise of such nature to require a formal evidentiary hearing as provided by (5) below. After hearing the allegations and any response, the committee shall determine whether to recommend to the common council that: a formal evidentiary hearing be held based on the factors listed below. Nothing in this subsection shall prohibit a person from filing a verified complaint with the Community Protection and Services Committee and proceeding directly to a hearing as provided in subsection (6) below.

- (a) The licensee's history of convictions, charges, or complaints and the relationship of such history to licensed activities.
- (b) The length of time since such conviction, charge, or complaint.
- (c) The circumstances and seriousness surrounding the complaint(s) before the committee.
- (d) The degree of personal rehabilitation since the last incident involving the licensee.
- (e) The community's standards or interests to be protected.
- (f) The need for formal hearing to clarify the facts in regard to factors listed above.

(5) *Hearing.* If a prehearing is conducted, as provided in subsection (4), and a formal evidentiary hearing is ordered by the community protection and welfare committee, the city attorney's office, or a special prosecutor appointed for such hearing, shall draft a formal complaint and see to it that such complaint is served with a summons as provided in subsection (6) below. The complaint may include any alleged violation of state or municipal liquor law occurring in the preceding license year which was not the subject of a hearing under this section. Such complaint shall be issued in the name of the complainant and shall state specific violations complained of and may include any other violations involving the licensee in the past two license years which have not been the subject of a formal hearing. The complaint shall be served with a summons as provided in subsection (6) below. Any formal evidentiary hearing shall be held in conformity with the procedures in subsection (6) below.

(6) *Hearing procedures.*

(a) Upon a verified complaint filed with the city clerk that any person licensed hereunder has violated the provision of ch. 125, Wis. Stats., the criminal code of the state, or any provision of the Code of Ordinances, including those referenced in subsection (3) above, or any other provision of this chapter or ch. 125, Wis. Stats., the common council shall issue a summons signed by the clerk directed to any peace officer or constable therein, commanding the person so complained of to appear before the protection and welfare committee on a day and at a place named in such summons, not less than three days nor more than ten days from its date, and show cause why the license should not be suspended or revoked. Such summons shall be served at least three days before the time in which such person is commanded to appear, and shall be served as provided at ch. 801, Wis. Stats.

(b) The licensee may be represented by counsel at their own expense, present and examine witnesses, and have prepared at the licensee's expense a transcript of the hearing.

(c) The licensee and complainant shall be allowed the right to call and cross-examine witnesses under oath, present evidence and arguments.

(7) *Recommendations.* At the conclusion of the evidentiary hearing, which may be held in open or executive session depending on the nature of the evidence to be produced, the committee, following deliberation in open or executive session, shall consider the factors listed at subsection (4) and shall thereupon make specific findings of fact and conclusions of law, and forward one or more of the following recommendations to the common council:

(a) No action should be taken due to insufficiency of the evidence.

(b) No action should be taken at present because of an accommodation on the part of the license holder has been reached.

(c) A warning letter be issued and the original thereof be retained in the licensee's file kept in the office of the city clerk.

(d) A suspension of not less than ten days nor more than 90 days be imposed.

(e) The license be revoked or invalidated.

(f) The licensee be placed on probation, and the committee shall set conditions therefore.

(g) The complaint be tabled pending disposition of pending criminal or municipal court code violations, at which time the matter will be considered and a recommendation made.

(8) *Consideration and Appeal.* The common council shall consider and take action on the recommendation of the Community Protection and Services Committee within 45 days after the Committee adjourns the hearing. The common council may adopt, reject, modify, or remand the recommendation to the Committee for further deliberations. Appeal from the decision of the Council shall be to the Door County circuit court.

### **37.07 Penalties:**

In addition to any penalty specifically provided for or ordered under this chapter, any person who violates any provision of this chapter shall be subject to a penalty as provided in section 25.04 of this Municipal Code.

## **SECTION 2.**

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

## **SECTION 3.**

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

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

**An ordinance to Amend Section 10.175  
Of the City of Sturgeon Bay  
Code of Ordinance.**

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

**SECTION 1.: Section 10.175 of the Sturgeon Bay Code of Ordinances, Drinking on public property regulated, is repealed and recreated to read as follows:**

**10.175 - Drinking on public property regulated.**

(1) Except as provided in section 9.01(9) and to the limited extent necessary to permit the activities authorized by a Commercial Quadricycle Business License under Chapter 37, no person shall possess or drink from any open can, bottle or other container containing fermented malt beverage or intoxicating liquor on any public street, sidewalk, alley or other public way in the city.

(2) Except as provided in section 9.01(9) and to the limited extent necessary to permit the activities authorized by a Commercial Quadricycle Business License under Chapter 37, no person shall consume any alcohol or fermented malt beverage which was purchased by the glass or other open container except on the premises of the licensed establishment it was purchased from.

**SECTION 2.**

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

**SECTION 3.**

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

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

• **10.19 –Uncut Lawns and Noxious Weeds Prohibited.**

- (1) *Definition.* "Noxious weeds" as used herein includes the following: Canada thistle, leafy spurge, field bindweed (creeping jenny), ragweed, poison ivy, and invasives on Wisconsin Department of Natural Resources invasive species list.
- (2) *Purpose.* The purpose of this section is to prevent unkept lawns and the problems that noxious weeds present; noxious weeds shall be controlled in part by cutting and/or spraying to prevent blossoming of the noxious weeds and their spread due to blossoming.
- (3) *Prohibited.* No one owning property within the city shall permit any weeds or grasses which cause toxic effects in human beings, emit unpleasant or noxious odors or conceal filthy deposits to grow or pollinate on his/her premises. To prevent such growth and pollination, every owner shall mow or cause to be mowed all grasses or weeds exceeding ten inches in height on premises owned by the individual and on any street right-of-way between the property line and a developed street abutting such premises, except those areas approved under section 32.06(2)(e) as a natural lawn. Where such weeds or grasses cannot be controlled or eradicated by such treatment, the property owner shall spray or cause to be sprayed this growth with chemicals which shall control or eradicate such weeds and grasses. The areas required to be cut or otherwise controlled shall be as follows:
  - (a) A minimum distance of six feet from the edge of streets and public sidewalks. If the lot has a fire hydrant, the grass shall be cut back a distance of six feet beyond the hydrant.
  - (b) A minimum distance of ten feet parallel to property lines of adjoining developed lots, if requested by the owner of the adjoining lot.
  - (c) A minimum of 100 feet from any dwelling, deck or patio on a developed lot or to the property line, whichever is less.
  - (d) Any area containing noxious weeds.
  - (e) At the discretion of the weed commissioner, cutting of additional footage beyond the minimum listed in pars. (a) to (c) may be required upon his/her finding that such cutting is necessary to carry out the intent of this section.
  - (f) Upon a favorable recommendation by the weed commissioner, the city council may waive or relax the noxious weed control standards prescribed by this section, except for those standards established by the state, upon a finding that literal enforcement of the noxious weed control standards prescribed by this section is physically impossible or presents an extreme hardship on the owner out of proportion to the problem. The weed commissioner shall note his/her recommendations in the records kept and maintained by him/her and shall also note any relaxed standards which may be approved. These findings and relaxed standards, if any, shall be subject to review and revocation at any time by the city council without a showing of cause or a change in circumstances, and a waiver or relaxation of standards in accordance with this section shall only be effective for one year.
- (4) *Enforcement by weed commissioner: notices.* The weed commissioner shall enforce this section. If any person fails to comply herewith, the commissioner shall, after five days' written notice to the owner, cause the premises to be mowed or sprayed and shall report the cost thereof in writing to the clerk-treasurer. This cost shall be entered on the tax roll as a special tax to be collected in the same manner as other taxes. The property owner shall notify the weed commissioner of compliance with the notice; failure to do so within the five-day period renders compliance null and void.

(Code 1992, § 10.19; Ord. No. 1109-1003, § 2, 10-21-03; Ord. No. 1323-0916, § 1, 9-20-16)

## Chapter 25 - CONSTRUCTION AND EFFECT OF ORDINANCES

### 25.01 - Rules of construction.

In the construction of this Code, the following rules shall be observed unless such construction would be inconsistent with the manifest intent of the ordinance:

- (1) *Wisconsin Statutes.* All references to "Wisconsin Statutes" or "Wis. Stats." shall mean the Wisconsin Statutes for the years 1993-94.
- (2) *Gender, singular and plural.* Every word in this Code and in any ordinance imparting the masculine gender may extend and be applied to females as well as males, and every word imparting the singular number only may extend and be applied to several persons or things as well as to one person or thing; provided these rules of construction shall not be applied to any provision which contains any express language excluding such construction or when the subject matter or context of such provision may be repugnant thereto.
- (3) *Person.* The word "person" extends and applies to natural persons, firms, corporations, associations, partnerships or other bodies politic and all entities capable of being sued, unless plainly inapplicable.
- (4) *Acts of agents.* When a provision requires an act to be done which may, by law, as well be done by an agent as by the principal, such requirement shall be construed to include all such acts when done by an authorized agent.

(Code 1992, § 25.01)

### 25.02 - Conflict and separability.

- (1) *Conflict of provisions.* If the provisions of the different chapters of this Code conflict with or contravene each other, the provisions of each chapter shall prevail as to all matters and questions arising out of the subject matter of such chapter.
- (2) *Separability of Code provisions.* If any section, subsection, sentence, clause or phrase of the Code is for any reason held to be invalid or unconstitutional by reason of any decision of any court of competent jurisdiction, such decision shall not affect the validity of any other section, subsection, sentence, clause or phrase or portion thereof. The mayor and city council hereby declare that they would have passed this Code and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions may be declared invalid or unconstitutional.

(Code 1992, § 25.02)

### 25.03 - Clerk-treasurer to file documents incorporated by reference.

Whenever in this Code any standard, code, rule, regulation or other written or printed matter is adopted by reference, it shall be deemed incorporated in this Code as if fully set forth herein and the clerk-treasurer is hereby directed and required to file, deposit and keep in his/her office a copy of the Code, standard, rule, regulation or other written or printed matter as adopted. Materials so filed, deposited and kept shall be public records open for examination with proper care by any person during the clerk-treasurer's office hours, subject to such orders or regulations which the clerk-treasurer may prescribe for their preservation.

(Code 1992, § 25.03)

25.04 - Penalty provisions.

- (1) *General penalty.* Whenever so provided in this Code, any person who shall violate any of the provisions of this Code shall, upon conviction of such violation, be subject to a penalty, which shall be as follows:

- (a) *First offense.* Any person who shall violate any provision of this Code, other than subparagraph (c) below or except as otherwise provided in this Code, shall, upon conviction thereof, forfeit not less than \$1.00 nor more than \$200.00, together with the costs of prosecution, and in default of payment of such forfeiture and costs of prosecution shall be imprisoned in the county jail until such forfeiture and costs are paid, but not exceeding 90 days.

1. Any person who violates Ch. 10.20 of the City of Sturgeon Bay Municipal Code, while in the person's permanent abode, shall upon conviction thereof forfeit not more than \$0.00, together with the costs of prosecution and in default of such forfeiture and costs of prosecution shall be imprisoned in the county jail until such forfeiture and costs are paid, but not exceeding ninety (90) days.

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- (b) *Second offense.* Any person found guilty of violating any provision of this Code, other than subparagraph (c) below or except as otherwise provided in this Code, who has previously been convicted of a violation of the same provision shall, upon conviction thereof, forfeit not less than \$10.00 nor more than \$200.00 for each such offense, together with the costs of prosecution, and in default of payment of such forfeiture and costs of prosecution shall be imprisoned in the county jail until such forfeiture and costs are paid, but not exceeding six months.

1. Any person who violates Ch. 10.20 of the City of Sturgeon Bay Municipal Code, while in the person's permanent abode, shall upon conviction thereof forfeit not more than \$0.00, together with the costs of prosecution and, in default of such forfeiture and costs of prosecution shall be imprisoned in the county jail until such forfeiture and costs are paid, but not exceeding six (6) months.

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- (c) *Violations of chapters 15, 16, 17, 20 and 27.*

1. *First offense.* Any person who shall violate any provision of chapter 15 (Building Regulations), chapter 16 (Plumbing Code), chapter 17 (Electrical Code), chapter 20 (Zoning Code) or chapter 27 (Sign Code) of this Code, except as otherwise provided in those chapters, shall, upon conviction thereof, forfeit not less than \$50.00 nor more than \$500.00 for each such offense, together with the costs of prosecution, and in default of payment of such forfeiture and costs of prosecution shall be imprisoned in the county jail until such forfeiture and costs are paid, but not exceeding 90 days.

2. *Second offense.* Any person who shall violate any provision of chapter 15 (Building Regulations), chapter 16 (Plumbing Code), chapter 17 (Electrical Code), chapter 20 (Zoning Code) or chapter 27 (Sign Code) of this Code, except as otherwise provided in those Chapters, who has previously been convicted of a violation of the same provision shall, upon conviction thereof, forfeit not less than \$100.00 nor more than \$1,000.00 for each such offense, together with the costs of prosecution, and in default of payment of such forfeiture and costs of prosecution shall be imprisoned in the county jail until such forfeiture and costs are paid, but not exceeding six months.

- (2) *Continued violations.* Each violation and each day a violation continues or occurs shall constitute a separate offense. Nothing in this Code shall preclude the city from maintaining any appropriate action to prevent or remove a violation of this Code.
- (3) *Execution against defendant's property.* Whenever any person fails to pay any forfeiture and/or costs of prosecution upon the order of the court for violation of any ordinance of the city, the court

may, in lieu of ordering imprisonment of the defendant, or after the defendant has been released from custody, issue an execution against the property of the defendant for such forfeiture and costs.

(4) *Citation method of enforcement.*

- (a) *Statutory authorization.* In accordance with the authority provision in § 66.119, Wis. Stats., all authorized police officers may employ the use of a citation form to be issued for violations of ordinances of this Municipal Code, except for violations of those ordinances enumerated below:

1. Nonmoving (parking) violations of chapter 7 of this Municipal Code.
2. Moving traffic violations of chapter 7 of this Municipal Code.
3. Violations of ordinances in conformity with ch. 350, Wis. Stats. (pertaining to snowmobiles), when committed on the highway.

(b) *Issuance of citations by building inspectors.*

1. Pursuant to § 66.119(2)(a), Wis. Stats., the chief building inspector of the city and all other City of Sturgeon Bay building inspectors are authorized to employ the use of a citation form to be issued for violations of provisions of this Municipal Code which are directly related to the official responsibilities of those building inspectors, including, but not limited to, violations of provisions of chapters 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 27, 28 and 29 of this Municipal Code.
2. Prior to the issuance of citations as provided under subparagraph 1 above, the chief building inspector of the city and all other City of Sturgeon Bay building inspectors may issue cease and desist orders to violators of provisions of the chapters listed in subparagraph 1 above.

(c) *Issuance of citations by fire chief/fire inspectors.*

1. Pursuant to § 66.119(2)(a), Wis. Stats., the fire chief of the city and all other City of Sturgeon Bay fire inspectors are authorized to employ the use of a citation form to be issued for violations of provisions of this Municipal Code which are directly related to the official responsibilities of those fire inspectors including violations of provisions of chapter 6 of this Municipal Code.
2. Prior to the issuance of citations as provided under subparagraph 1 above, the fire chief of the city and all other City of Sturgeon Bay fire inspectors may issue cease and desist orders to violators of provisions of the chapter listed in subparagraph 1 above.

(d) *Contents of citation.* The citation form used shall be the Wisconsin Uniform Municipal Court Citation and shall provide for the following:

1. Name and address of the alleged violator.
2. Factual allegations describing the alleged violation.
3. Time and place of the offense.
4. Number and section of the ordinance violated.
5. A designation of the offense in such a manner as can readily be understood by a person making a reasonable effort to do so.
6. Time and date at which the alleged violator may appear in court.
7. A statement which in essence informs the alleged violator:
  - a. That the alleged violator may make a cash deposit of a specified amount to be mailed to a specified official within a specified time.
  - b. That, if the alleged violator makes such a deposit, he or she need not appear in court unless subsequently summoned.

- c. That, if the alleged violator makes a cash deposit and does not appear in court, either he or she will be deemed to have tendered a plea of no contest and submitted to a forfeiture and a penalty assessment imposed by § 165.87, Wis. Stats., a jail assessment imposed by § 302.46(1), Wis. Stats., and any applicable domestic abuse assessment imposed by § 973.055(1), Wis. Stats., not to exceed the amount of the deposit or will be summoned into court to answer the complaint if the court does not accept the plea of no contest.
- d. That, if the alleged violator does not make a cash deposit and does not appear in court at the time specified, the court may issue a summons or a warrant for the defendant's arrest or consider the nonappearance to be a plea of no contest and enter judgment under § 66.119(3)(d), Wis. Stats., or the municipality may commence an action against the alleged violator to collect the forfeiture, the penalty assessment imposed by § 165.87, Wis. Stats., the jail assessment imposed by § 302.46(1), Wis. Stats., and any applicable domestic abuse assessment imposed by § 973.055(1), Wis. Stats.
- e. That, if the court finds that the violation involves an ordinance that prohibits conduct that is the same as or similar to conduct prohibited by state statute punishable by fine or imprisonment or both, and that the violation resulted in damage to the property of or physical injury to a person other than the alleged violator, the court may summon the alleged violator into court to determine if restitution shall be ordered under § 800.093, Wis. Stats.
- f. A direction that, if the alleged violator elects to make a cash deposit, the alleged violator shall sign an appropriate statement which accompanies the citation to indicate that he or she read the required statement and shall send the signed statement with the cash deposit.

(5) *Schedule of deposits.*

- (a) *Generally.* Cash deposits for violations of ordinances of this Municipal Code are to be made to the Door County Clerk of Court. Receipts for cash deposits shall be provided to the person making the deposit. Cash deposits for violations of ordinances of this Municipal Code shall be as set forth below:

Section	Description	Deposit
8.04(2)	Depositing snow or ice from private property upon city right-of-way, etc.	
	First offense	\$ 30.00
	Second and subsequent offenses	60.00
8.095(4)	Bringing intoxicating liquor or fermented malt beverages into city parks.	
	First offense	50.00
	Second and subsequent offenses	100.00
9.02	Engaging in direct sales in the city without registering.	

	First offense	30.00
	Second and subsequent offenses	60.00
9.06(12)	Operating a taxicab without a taxi driver's license.	
	First offense	30.00
	Second and subsequent offenses	60.00
9.075(2)	Occupying or parking for the purpose of occupying a travel trailer, etc., on a public or private street or land within the city.	
	First offense	30.00
	Second and subsequent offenses	60.00
9.08(2)	Unlicensed dog or cat.	
	First offense	30.00
	Second and subsequent offenses	60.00
9.08(4)	Dog or cat running or wasting at large.	
	First offense	30.00
	Second and subsequent offenses	60.00
9.08(8)	Annoying dog or cat.	
	First offense	30.00
	Second and subsequent offenses	60.00
10.01	Possessing or discharging any firearm, rifle, spring or air gun within the city.	
	First offense	50.00
	Second and subsequent offenses	100.00

10.015	Hunting within the city.	
	First offense	50.00
	Second and subsequent offenses	100.00
10.02	Carrying a concealed weapon.	
	First offense	50.00
	Second and subsequent offenses	100.00
10.03	Throwing or shooting arrows, stones or other missile or projectile.	
	First offense	30.00
	Second and subsequent offenses	60.00
10.04	Selling or discharging of fireworks.	
	First offense	30.00
	Second and subsequent offenses	60.00
10.05	Preventing or obstructing the free passage of pedestrian or vehicular traffic on any public street, sidewalk, bridge or public ground.	
	First offense	30.00
	Second and subsequent offenses	60.00
10.06	Disorderly conduct.	
	First offense	100.00
	Second and subsequent offenses	200.00
10.09(1)	Making or causing any loud, disturbing or unnecessary sound or noise which tends to annoy or disturb another.	

	First offense	50.00
	Second and subsequent offenses	100.00
10.09(2)	Operating a vehicle in an unnecessary manner.	
	First offense	50.00
	Second and subsequent offenses	100.00
10.10	Giving, sending or causing to be sent a false fire alarm.	
	First offense	50.00
	Second and subsequent offenses	100.00
10.11	Resisting or interfering with any officer of the city during the performance of an official act.	
	First offense	100.00
	Second and subsequent offenses	200.00
10.175	Possessing or drinking open intoxicants in public.	
	First offense	50.00
	Second and subsequent offenses	100.00
10.18	Littering on public or private property.	
	First offense	50.00
	Second and subsequent offenses	100.00
10.20	Possession of less than one ounce of marijuana— <del>Person's permanent abode.</del>	
	First offense	<del>1000.00</del>
	Second and subsequent offenses	<del>200.00</del>

<u>10.20</u>	<u>Possession of less than one ounce of marijuana—other than person's permanent abode</u>	
	<u>First offense</u>	<u>100.00</u>
	<u>Second and subsequent offense(s)</u>	<u>200.00</u>
10.24	Issuance of worthless checks	
	First offense	50.00
	Second and subsequent offenses	100.00
10.26	Theft of moveable property of another, the value of which does not exceed \$200.00, without consent and with the intent to permanently deprive the owner of possession or the full purchase price of such property.	
	First offense	100.00
	Second and subsequent offenses	200.00
10.32(a)	Purchase or possession of tobacco products by persons under 18 years of age.	
	First and each subsequent offense	50.00
10.33	Sale or gift of cigarettes or tobacco products to persons under 18 years of age.	
	First offense	200.00
	Second and each subsequent offense	300.00
	Also subject to court suspension of license or permit as provided in § 134.66(4)(a)3., Wis. Stats.	
12.015(3)(i)	Depositing garbage which was not generated in the city.	
	First offense	30.00
	Second and subsequent offenses	60.00

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15.01— 15.07	Building regulations violations.	
	First offense	200.00
	Second and subsequent offenses	300.00
16.01— 16.08	Plumbing code violations.	
	First offense	200.00
	Second and subsequent offenses	300.00
17.01— 17.12	Electrical code violations.	
	First offense	200.00
	Second and subsequent offenses	300.00
20.01— 20.33	Zoning code violations.	
	First offense	200.00
	Second and subsequent offenses	300.00
27.01— 27.13	Sign code violations.	
	First offense	200.00
	Second and subsequent offenses	300.00

(b) *Other.*

1. Except as enumerated in subsection 2 below, cash deposits for ordinance violations which are not specified in subsection (a) shall be 20 percent of the maximum penalty specified in

subsection (1) for the first offense and 40 percent of the maximum penalty for the second and subsequent offenses.

2. Penalties for violations of provisions of chapter 7 of this Municipal Code are specified in section 7.20. Deposits for violations of state traffic laws, state snowmobile laws and state speed limits which have been adopted by reference shall be the amounts specified in the current Revised Uniform State Traffic Deposit Schedule.

(c) *Assessments, costs and surcharges.*

1. The deposits set forth herein do not include penalty assessments imposed by § 165.87, Wis. Stats., court costs imposed by § 814.63, Wis. Stats., jail assessments imposed by § 302.46(1), Wis. Stats., driver improvement surcharges imposed by § 346.655, Wis. Stats., or any applicable domestic abuse assessment imposed by § 973.055(1), Wis. Stats. Where applicable, those assessments, costs and surcharges shall be added to the required deposit.
2. Penalty assessments, jail assessments, driver improvement surcharges, and domestic abuse assessments are not applicable to nonmoving violations of areas and spaces reserved for the handicapped.
3. Penalty assessments, jail assessments, driver improvement surcharges, and domestic abuse assessments are not applicable to other nonmoving violations of chapter 7 of this Municipal Code.

(Code 1992, § 25.04; Ord. No. 963-1295, § 1, 12-5-95; Ord. No. 965-196, § 1, 1-16-96; Ord. No. 981-1196, § 3, 11-5-96; Ord. No. 1001-0598, §§ 1, 2, 5-5-98; Ord. No. 1017-699, § 2, 6-1-99)

25.05 - Repeal of general ordinances.

All ordinances heretofore adopted by the city council are hereby repealed, except all ordinances or parts of ordinances relating to the following subjects and not conflicting with any of the provisions of this Code:

- (1) The issuance of corporate bonds and notes of the city of whatever name or description.
- (2) The establishment of grades, curb lines and widths of sidewalks in the public streets and alleys.
- (3) The establishment of dock and shore lines.
- (4) The fixing of salaries of public officials and employees.
- (5) Rights, licenses or franchises or the creation of any contract with the city.
- (6) The lighting of streets and alleys.
- (7) The annexation of territory to the city.
- (8) The naming and changing of names of streets, alleys, public grounds and parks.
- (9) The letting of contracts without bids.
- (10) The establishment of alderperson districts, alderperson district boundaries and election precincts.
- (11) Tax and special assessment levies.
- (12) Release of persons, firms or corporations from liability.
- (13) Construction of any public works.
- (14) Water, sewer and electric rates, rules and regulations and sewer and water main construction.

- (15) Budget ordinances, resolutions and actions.
- (16) The Zoning Ordinance #501, which is re-enacted with all amendments thereto.

(Code 1992, § 25.05)

25.06 - Effect of repeals.

The repeal or amendment of any section or provision of this Code or of any other ordinances or resolutions of the common council shall not:

- (1) By implication be deemed to revive any ordinance not in force or existing at the time at which such repeal or amendment takes effect.
- (2) Affect any vested right, privilege, obligation or liability acquired, accrued or incurred under any enactment so repealed or amended, unless the privilege of repealing such obligation or privilege has been reserved by the city.
- (3) Affect any offense committed or penalty or forfeiture incurred, previous to the time when any ordinance shall be repealed or amended, except that, when any forfeiture or penalty shall have been mitigated by the provisions of any ordinance, such provisions shall apply to and control any judgment to be pronounced after such ordinance takes effect for any offense committed before that time.
- (4) Affect any prosecution for any offense, or the levy of any penalty or forfeiture pending at the time when any ordinance aforesaid shall be repealed or amended, but the right of action shall continue and the offender shall be subject to the penalty as provided in such ordinances, and such prosecution shall proceed in all respects as if such ordinance or ordinances had not been repealed, except that all such proceedings had after the time this Code shall take effect shall be conducted according to the provisions of this Code.

(Code 1992, § 25.06)

25.07 - Title; effective date; citation.

These ordinances shall be known as the "Municipal Code of the City of Sturgeon Bay" and shall take effect from and after passage and publication as provided in § 66.035, Wis. Stats. All references thereto shall be cited by section number (example: section 13.06, Municipal Code of the City of Sturgeon Bay).

(Code 1992, § 25.07)

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

We, the Finance/Purchasing & Building Committee, hereby recommend to accept the WIPFLi CPA's and Consultants 2018 financial audit report for the City of Sturgeon Bay and place it on file.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING  
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: June 25, 2019

\*\*\*\*\*

Introduced by \_\_\_\_\_.

Moved by Alderperson \_\_\_\_\_ seconded by

Alderperson \_\_\_\_\_ that said recommendation be adopted.

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

# **R E C O M M E N D A T I O N**

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

We, the Joint Park & Recreation Committee/Board, hereby recommend to Council to: paint two Pickleball courts at Otumba Park on the West Side tennis courts, to direct staff to include a \$40,000.00 line item to the 2020 budget for the improvements of Pickleball at Sunset Park, and stripe all tennis surface areas at Sunset Park for Pickleball in July.

Respectfully submitted,

Park & Recreation COMMITTEE / BOARD

By: Ald David Hayes Chr.

RESOLVED, that the foregoing recommendation be adopted.

Dated: June 26, 2019

\* \* \* \* \*

Moved by Alderperson \_\_\_\_\_, seconded by Alderperson \_\_\_\_\_ that the said recommendation be adopted.

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

We, the Finance/Purchasing & Building Committee, hereby recommend that the City issue \$2,345,000 in general obligation promissory notes for the purpose of funding capital projects and purchases including storm sewer outlay, improvements to public buildings, facilities, properties and the acquisition of vehicles and equipment.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING  
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: July 9, 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:** Debt Issuance of general obligation promissory notes for Capital Projects and Purchases Including Storm Sewer Outlay, Improvements to Public Buildings, Facilities Properties, and the Acquisition of Vehicles and Equipment

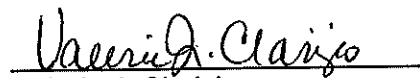
**BACKGROUND:** The proposed \$2,345,000 general obligation promissory notes will be issued to provide financing for the following capital items as detailed in the 2019 budget:

Fire Dept Unit 6 Replacement  
Fire Dept Unit 4 Replacement  
Library – Chiller  
Grader  
Annual Storm Sewer Outlay  
One Ton dump Truck  
Heavy Duty Truck  
Tandem Axle Dump truck w/Plow  
Mowing Tractor  
Way Finding Signage  
½ Ton Pick Up  
Skate Park Lighting  
Phone Switch and Equipment  
Spillman (Mobile Arrest Form – Vehicle Locator & Mapping Incident Base Report)  
Squad Cars (2)  
Swat Vests  
Ballistic Helmets  
Radars  
Thermal Imaging Camera  
Nozzle Replacement  
Air Bag Replacement  
Training Forcible Door

**FISCAL IMPACT:** See attached financing plan for the estimated debt payment schedule.

**RECOMMENDATION:** Recommend to the Common Council that the City issue approximately \$2,345,000 in general obligation promissory notes for the purpose of funding capital projects and purchases including storm sewer outlay, improvements to public buildings, facilities, properties, and the acquisition of vehicles and equipment.

**PREPARED BY:**

  
Valerie J. Clarizio  
Finance Director/City Treasurer

7/2/19  
Date

**REVIEWED BY:**

  
Joshua VanLieshout  
City Administrator

July 2, 2019  
Date

BAIRD

## City of Sturgeon Bay

Finance Committee Meeting

July 9, 2019

**Bradley D. Viegut, Managing Director**

[bviegut@nwbaird.com](mailto:bviegut@nwbaird.com)

777 East Wisconsin Avenue

Milwaukee, WI 53202

Phone 414.765.3827

Fax 414.298.7354

# City of Sturgeon Bay

Finance Committee Meeting

July 9, 2019

## Timeline

- Finance Committee considers plan of finance ..... July 9, 2019
- Common Council considers Set Sale Resolution for General Obligation Promissory Notes (the "Notes") ..... July 16, 2019
  - Preparations are made for issuance of the Notes
    - ✓ Official Statement
    - ✓ Note Rating
    - ✓ Marketing
- Common Council considers Award Resolution for the Notes (finalizes terms and interest rates) ..... August 6, 2019
- Note Closing (funds available to pay project costs) ..... August 22, 2019

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# City of Sturgeon Bay

Finance Committee Meeting

July 9, 2019

BAIRD

## Borrowing Amount / Structure / Purpose

Amount:	\$2,345,000	
Issue:	General Obligation Promissory Notes	
Dated/Settlement Date:	August 22, 2019	
Maturity Dates:	October 1, 2021-2028	
First Interest:	April 1, 2020	
Callable:	2027 & 2028 callable on 10/1/26 or any date thereafter	
Purpose/Repayment Period:	<p><b>10 Years</b></p> <p>Unit 6 Replacement Unit 4 Replacement Library-Chiller</p>	<p><b>5 Years</b></p> <p>Grader Annual Storm Sewer Outlay One Ton Dump Truck Heavy Duty Truck Tandem Axle Dump Truck w/ Plow Mowing Tractor Way Finding Signage 1/2 Ton Pick Up Skate Park Lighting</p> <p><b>3 Years</b></p> <p>Phone Switch and Equipment Spillman (Mobile Arrest Form – Vehicle Locator &amp; Mapping Incident Base Report) Squad Cars (2) Swat Vests Ballistic Helmets Radars Thermal Imaging Camera Nozzle Replacement Air Bag Replacement Training Forcible Door</p>
Estimated Interest Rate:	2.24%	
Purchaser:	TBD	

# City of Sturgeon Bay

Finance Committee Meeting

July 9, 2019

## Financing Plan



Phone Switch and Equipment  
Spillman (Mobile Arrest Form - Vehicle  
Locator & Mapping Incident Base Rept)  
Squad Cars (2)  
Swat Vests  
Ballistic Helmets  
Radars  
Thermal Imaging Camera  
Nozzle Replacement  
Air Bag Replacement  
Training Forcible Door

Grader  
Annual Storm Sewer Outlay  
One Ton Dump Truck  
Heavy Duty Truck  
Tandem Axle Dump Truck w/Plow & Wing  
Mowing Tractor  
Way Finding Signage  
1/2 Ton Pick Up  
Skate Park Lighting

Unit 6 Replacement  
Unit 4 Replacement  
Library-Chiller

YEAR DUE	EXISTING DEBT SERVICE (A)	EXISTING DEBT SERVICE (A)	Levy Supported \$2,345,000 G.O. PROMISSORY NOTES - POS Dated August 22, 2019 (First Interest 4/1/2020)										Levy Supported \$9,315,348									
			10 Year Allocation					5 Year Allocation					3 Year Allocation					Levy Supported				
			PRINCIPAL (10/1)	INTEREST (4/1 & 10/1)	LESS: BID PREMIUM	TOTAL	PRINCIPAL (10/1)	INTEREST (4/1 & 10/1)	LESS: BID PREMIUM	TOTAL	PRINCIPAL (10/1)	INTEREST (4/1 & 10/1)	LESS: BID PREMIUM	TOTAL	PRINCIPAL (10/1)	INTEREST (4/1 & 10/1)	LESS: BID PREMIUM	TOTAL	PRINCIPAL (10/1)	INTEREST (4/1 & 10/1)	LESS: BID PREMIUM	TOTAL
2019	\$2,681,874	\$1,137,798		\$76,339	(\$69,248)	\$7,091		\$34,278	(\$32,653)	\$1,625												
2020	\$2,659,551	\$1,117,651		\$68,878		\$328,878		\$30,928		\$110,928												
2021	\$3,105,040	\$1,072,139	\$260,000	\$61,078		\$741,078	\$80,000	\$28,528		\$188,528	\$100,000		\$3,281	\$80,000	\$5,486	(\$3,301)	\$2,186	\$1,124,742	\$4,950	\$4,950	\$84,950	\$84,950
2022	\$3,122,212	\$861,789	\$680,000	\$40,678		\$455,678	\$160,000	\$23,728		\$158,728	\$435,000		\$465,000	\$85,000	\$2,550			\$87,550	\$1,402,866	\$2,550		\$87,550
2023	\$2,208,459	\$636,368	\$415,000	\$28,228		\$448,228	\$135,000	\$19,678		\$154,678	\$280,000		\$296,950					\$850,526	\$1,092,045			\$850,526
2024	\$2,077,609	\$502,298	\$420,000	\$15,628		\$150,628	\$135,000	\$12,590		\$152,590	\$285,000		\$293,550					\$849,920	\$323,980			\$849,920
2025	\$2,076,442	\$489,282	\$135,000	\$12,590		\$152,590	\$140,000	\$9,440		\$154,440								\$313,906	\$315,110			\$313,906
2026	\$1,752,236	\$171,390	\$140,000	\$9,440		\$154,440	\$145,000	\$4,800		\$154,800								\$315,110	\$315,110			\$315,110
2027	\$1,746,604	\$159,466	\$145,000	\$4,800		\$154,800	\$150,000											\$65,885	\$69,095			\$65,885
2028	\$1,756,505	\$160,310	\$150,000	\$4,800		\$154,800												\$69,385	\$67,735			\$69,385
2029	\$890,235	\$65,885																\$67,735	\$66,085			\$67,735
2030	\$896,398	\$69,385																\$66,085	\$64,435			\$66,085
2031	\$896,898	\$67,735																\$64,435	\$62,785			\$64,435
2032	\$186,491	\$66,085																\$62,785	\$61,130			\$62,785
2033	\$184,754	\$64,435																\$61,130	\$59,995			\$61,130
2034	\$67,785	\$57,785																\$59,995	\$58,048			\$59,995
2035	\$65,985	\$55,985																\$58,048	\$56,095			\$58,048
2036	\$69,095	\$69,095																\$56,095	\$54,048			\$56,095
2037	\$67,048	\$67,048																\$54,048	\$52,000			\$54,048
	\$26,511,218	\$6,721,939	\$2,345,000	\$317,657	(\$69,248)	\$2,593,409	\$1,080,000	\$179,595	(\$32,653)	\$1,226,943	\$1,100,000	\$125,075	(\$33,294)	\$1,191,781	\$165,000	\$12,986	(\$3,301)	\$174,686	\$9,315,348			\$9,315,348

(A) Net of bid premium from 2018 Notes.

Resolution No. \_\_\_\_\_

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY  
\$2,345,000 GENERAL OBLIGATION PROMISSORY NOTES

WHEREAS, the City of Sturgeon Bay, Door County, Wisconsin (the "City") is presently in need of approximately \$2,345,000 for public purposes, including street and storm sewer improvement projects, improvements to public buildings and facilities, and the acquisition of vehicles and equipment; and

WHEREAS, it is desirable to borrow said funds through the issuance of general obligation promissory notes pursuant to Section 67.12(12), Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. The Notes. The City shall issue its General Obligation Promissory Notes (the "Notes") in an amount of approximately \$2,345,000 for the purposes above specified.

Section 2. Sale of Notes. The Common Council hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Notes as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Robert W. Baird & Co. Incorporated ("Baird")) be and hereby is directed to cause notice of the sale of the Notes to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete Official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with Baird) shall cause an Official Statement concerning this issue to be prepared by Baird. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

Adopted, approved and recorded July 16, 2019.

\_\_\_\_\_  
David J. Ward  
Mayor

ATTEST:

\_\_\_\_\_  
Stephanie L. Reinhardt  
City Clerk

(SEAL)

## RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Ad Hoc West Waterfront Planning Committee, hereby recommend adopting the attached West Waterfront Redevelopment Recommendations.

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

RESOLVED, that the foregoing recommendation be adopted.

Date: July 10, 2019

\*\*\*\*\*

Introduced by\_\_\_\_\_.

Moved by Alderperson\_\_\_\_\_, seconded by Alderperson  
 \_\_\_\_\_ that said recommendation be adopted.

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**The full recommendation of the Ad Hoc West Waterfront  
Planning Committee document can be viewed at  
[www.sturgeonbaywi.org](http://www.sturgeonbaywi.org) under Latest News.**