



CITY OF STURGEON BAY COMMON COUNCIL AGENDA
THURSDAY, APRIL 9, 2020
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 on agenda items only.
6. Consideration of the following bills: General Fund – \$621,676.70, Capital Fund - \$12,200.99, Cable TV - \$5,522.32, TID #4 - \$57,852.92 and Solid Waste Enterprise Fund - \$13,572.03 for a grand total of \$710,824.96. [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 the following minutes:
 1. Bicycle & Pedestrian Advisory Board – 3/2/20
 2. Finance/Purchasing & Building Committee – 3/10/20
 3. City Plan Commission – 3/18/20
 4. Aesthetic Design & Site Plan Review Board – 3/23/20
8. Second reading of ordinance re: Rezoning property from Single-Family Residential (R-2) to Planned Unit Development (PUD) subject to site plan and requirements – Parcel #281-46-65011901.
9. Consideration of: Award of Proposal for Otumba Shelter Cultured Stone Siding.
10. Finance/Purchasing & Building Committee recommendation re: Accept the bid from Baudhuin Engineering for engineering services, design, obtaining permits and construction administration of the Otumba Beach project at a cost not to exceed \$9,950. [Non-budgeted – ¾ vote required]
11. Ratification of Resolution Enacting the Family First Compliance Policy.
12. Consideration of: Development Agreement with SBLifelsGood, LLC for renovation of 58 N. Third Avenue.

13. Resolution Authorizing the Submittal of CDI grant application for renovation of 58 N. Third Avenue project.
14. City Administrator report.
15. Mayor's report.
16. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 4-6-20

Time: 2:45pm

By: AM

NOTE: COUNCIL CHAMBERS WILL BE OPEN TO THE PUBLIC TO OBSERVE AND RENDER PUBLIC COMMENT ON AGENDA ITEMS ONLY. THE MEETING WILL BE LIVESTREAMED AT <https://sbtv.viebit.com/> AND CABLE ACCESS CHANNEL 988.

DATE: 04/02/19
TIME: 16:56:31
ID: AP443ST

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 04/07/2020

6.

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL FUND				
LIABILITIES				
R0000360	DAN SCHOTT	PUB HRING SIGN DEP RFND/SCHOTT	01-000-000-23168	50.00
R0001594	KRISTEN HODKIEWICZ	SEASONAL SLIP REFUND/HODKIEWIC	01-000-000-46250	2,600.00
R0001594		SEASONAL SLIP REFUND/HODKIEWIC	01-000-000-24214	130.00
R0001594		SEASONAL SLIP REFUND/HODKIEWIC	01-000-000-24215	13.00
TOTAL LIABILITIES				2,793.00
BALLFIELD LIGHTING				
WPPI ENG	WPPI ENERGY	04/20 ATHLETIC LIGHT PROJECT	01-000-981-70000	1,365.39
TOTAL BALLFIELD LIGHTING				1,365.39
TOTAL GENERAL FUND				4,158.39
LAW/LEGAL				
03950	DAVIS KUELTHAU	11/19 GENERAL LEGAL MATTERS	01-110-000-55010	2,290.00
03950		11/19 CONTRACTS/AGREEMENTS	01-110-000-55010	952.00
03950		12/20 GENEAL LEGAL MATTERS	01-110-000-55010	4,316.00
03950		01/20 GENERAL MATTERS	01-110-000-55010	1,211.50
03950		BILLING TO SHIRLEY WIESE YOUNG	01-110-000-55010	78.00
16555	PINKERT LAW FIRM, LLP	02/20 TRAFFIC MATTERS	01-110-000-55010	1,305.00
BUELOW	BUELOW, VETTER, BUIKEMA,	GENERAL LABOR MATTERS	01-110-000-57900	767.00
TOTAL				10,919.50
TOTAL LAW/LEGAL				10,919.50
CITY CLERK-TREASURER				
13901	MTAW	MEMBERSHIP DUES/CLARIZIO	01-115-000-55600	55.00
17700	QUILL CORPORATION	2 TONER	01-115-000-51950	183.98
USBANK	US BANK	LODGING RESERVATION	01-115-000-55600	92.25
TOTAL				331.23
COVID-19				
17700	QUILL CORPORATION	2 TONER BLACK	01-115-401-51950	183.98
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	DYMO LABELS	01-115-401-51950	40.88
TOTAL COVID-19				224.86
TOTAL CITY CLERK-TREASURER				556.09
ADMINISTRATION				
USBANK	US BANK	CONF REG/VANLIESHOUT	01-120-000-55600	225.00
USBANK		USB/ 12V PLU CITY VEHICLE	01-120-000-54999	13.69
USBANK		FUEL	01-120-000-55600	29.28
VANLIESH	JOSH VANLIESHOUT	CONFER MEAL EXPNSE/VANLIESHOUT	01-120-000-55600	11.79
WCMA	WCMA	2020 DUES/VANLIESHOUT	01-120-000-56000	148.35
TOTAL				428.11

DATE: 04/02/1920
TIME: 16:56:33
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 04/07/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
TOTAL ADMINISTRATION				428.11
COMPUTER				
02975	CAMERA CORNER	PROXIMITY READER/SHIPPING	01-125-000-54999	217.00
03101	CDW GOVERNMENT, INC.	UPS BATTERY/CAMERA SYSTEM	01-125-000-55550	28.51
04696	DOOR COUNTY TREASURER	03/20 IS INTERNET	01-125-000-55550	100.00
04696		9 MOS UNUSED NETMOTION LIC	01-125-000-55550	-41.25
04696		J MANN MICROSOFT LIC	01-125-000-55550	251.28
04696		03/20 TECH SUPPORT	01-125-000-55550	2,500.00
04696		03/20 2G INTERNET	01-125-000-55550	375.00
TOTAL				3,430.54
TOTAL COMPUTER				3,430.54
CITY ASSESSOR				
ASSO APP	ASSOCIATES APPRAISAL	04.07.2020 CONTRACT	01-130-000-55010	1,333.33
ASSO APP		REVALUTATION PROGRAM	01-130-000-55010	19,878.75
TOTAL				21,212.08
TOTAL CITY ASSESSOR				21,212.08
MUNICIPAL SERVICES ADMIN.				
03133	CELLCOM WISCONSIN RSA 10	02/20 CHAD CELL SVC	01-145-000-58250	24.78
USBANK	US BANK	PDH ENGINEER CLASS	01-145-000-55600	89.85
USBANK		PDH ENGINEER CLASS	01-145-000-55600	119.80
USBANK		PE STAMPS	01-145-000-55600	39.04
USBANK		CONF MEAL EXPNSE/CHAD-BRIAN	01-145-000-55600	41.32
TOTAL				314.79
TOTAL MUNICIPAL SERVICES ADMIN.				314.79
PUBLIC WORKS ADMINISTRATION				
03133	CELLCOM WISCONSIN RSA 10	02/20 STEVE CELL SVC	01-150-000-58250	31.77
03133		02/20 MIKE CELL SVC	01-150-000-58250	43.85
03133		02/20 CELL SVC	01-150-000-58250	7.54
TOTAL				83.16
TOTAL PUBLIC WORKS ADMINISTRATION				83.16
ELECTIONS DEPARTMENT				
COVID19				
04574	DOOR COUNTY GLASS & MIRROR	16 PLEXIGLASS PANELS	01-155-401-54999	1,554.88

DATE: 04/02/1920
TIME: 16:56:33
ID: AP443ST0.WOW

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INVOICES DUE ON/BEFORE 04/07/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
COVID19				
COVID19				
TOTAL COVID19				1,554.88
TOTAL ELECTIONS DEPARTMENT				1,554.88
CITY HALL				
03159	SPECTRUM	02/20 FIRE CABLE SVC	01-160-000-58999	139.77
19959	SUPERIOR CHEMICAL CORP	5 CASE HAND SOAP @ 86.16	01-160-000-55300	430.80
19959		SHIPPING	01-160-000-55300	64.66
23730	WFS	421 MICHIGAN ST	01-160-000-56600	1,859.65
VIKING	VIKING ELECTRIC SUPPLY, INC	30 FLO TUBES @ 2.69	01-160-000-55300	80.70
WARNER	WARNER-WEXEL WHOLESALE &	CLEANING SUPPLIES	01-160-000-51850	143.65
WARNER		CLEANING SUPPLIES	01-160-000-51850	63.40
WARNER		CLEANING SUPPLIES	01-160-000-51850	11.40
TOTAL				2,794.03
TOTAL CITY HALL				2,794.03
GENERAL EXPENDITURES				
04696	DOOR COUNTY TREASURER	03/20 PHONE SVC CITY HALL	01-199-000-58200	192.49
04696		03/20 PHONE SVC FIRE	01-199-000-58200	55.94
04696		03/20 PHONE SVC DPW	01-199-000-58200	27.58
04696		03/20 PHONE SVC POLICE	01-199-000-58200	64.87
08167	GANNETT WISCONSIN NEWSPAPERS	BID PROPSAL	01-199-000-57450	81.60
08167		ORD 1370-0120 PUBLISH	01-199-000-57450	34.36
08167		ADVERT BID 2002 B	01-199-000-57450	86.63
08167		ORD 1371-0120 PUBLISH	01-199-000-57450	109.07
08167		ADVERT BID 2002A	01-199-000-57450	76.57
STAPLES	WISCONSIN DOCUMENT IMAGING LLC	BLACK COPIES	01-199-000-55650	41.30
STAPLES		COLOR COPIES	01-199-000-55650	419.69
STAPLES		CONTRACT BASE CHARGE	01-199-000-55650	2,489.00
WIPFLI	WIPFLI LLP	PROGESS BILLING 12.31.19 AUDIT	01-199-000-55150	14,000.00
TOTAL				17,679.10
TOTAL GENERAL EXPENDITURES				17,679.10
POLICE DEPARTMENT				
04150	DEJARDIN CLEANERS LLC	UNIFORM MAINTENANCE/BRINKMAN	01-200-000-56800	8.00
15890	PACK AND SHIP PLUS	WI DOJ/CRIME LAB SHIPPING	01-200-000-57250	11.52
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	MISC OFFICE SUPPLIES	01-200-000-51950	93.91
USBANK	US BANK	LODGING/PORTER	01-200-000-55600	91.00
USBANK		POLO SHIRT/PORTER	01-200-000-52900	45.00
TOTAL				249.43
TOTAL POLICE DEPARTMENT				249.43

DATE: 04/02/1920
TIME: 16:56:33
ID: AP443ST0.WOW

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
POLICE DEPARTMENT/PATROL				
02005	BAY ELECTRONICS, INC.	INSTALL CONNECTOR/ANTENNA	01-215-000-57550	47.60
02005		INSTALL CONNECTOR/ANTENNA	01-215-000-57550	81.25
04150	DEJARDIN CLEANERS LLC	UNIFORM MAINTENANCE/MIELKE	01-215-000-56800	25.50
04590	HUMANE SOCIETY	2020 2ND QTR ANIMAL CONTROL	01-215-000-55100	3,750.00
04696	DOOR COUNTY TREASURER	02/20 FUEL BILL	01-215-000-51650	2,957.41
11545	MAPLE STREET SIGN CO.	INSTALL GRAPHIC CSO SQD	01-215-000-58600	320.34
ENGEBOSE	KYLE ENGEBOSE	SWAT TRNING MEAL EXPNSE/ENGBSE	01-215-000-55600	98.41
HAACK	TREVOR HAACK	CONFERENCE MEALS/HAACK	01-215-000-55600	39.98
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	VEHICLE MAINTENANCE/CAPT	01-215-000-58600	683.93
REESEBOD	REESE'S BODY SHOP	2013 FORD EXPL 4 DR WAGON	01-215-000-58600	3,453.60
USBANK	US BANK	DIVE EQUIPMENT	01-215-000-54999	226.93
USBANK		LODGING HENRY TRAINING	01-215-000-55600	82.00
USBANK		PHONE CASES	01-215-000-54999	16.86
USBANK		SWAT CONF REG/ENGEBOSE	01-215-000-55600	240.00
USBANK		ARCHIVES SUBSCRIPTION/BAUDHUIN	01-215-000-54999	9.99
USBANK		MEAL EXPNSE/BAUDHIUN CJP	01-215-000-55600	13.42
USBANK		MEAL EXPNSE/BAUDHIUN CJP	01-215-000-55600	19.08
USBANK		MEAL EXPNSE/BAUDHIUN CJP	01-215-000-55600	21.15
USBANK		MEAL EXPNSE/BAUDHIUN CJP	01-215-000-55600	11.31
USBANK		MEAL EXPNSE/BAUDHIUN CJP	01-215-000-55600	15.90
USBANK		LODGING/BAUDHIUN CJP	01-215-000-55600	205.44
USBANK		SMS MAGNET AXIOM LIC RENEWL	01-215-000-58999	2,000.00
USBANK		CONF LODGING/SHEW	01-215-000-55600	170.00
USBANK		CONF LODGING/BRANDT	01-215-000-55600	170.00
USBANK		CONF LODGING/HAACK	01-215-000-55600	170.00
USBANK		FUEL	01-215-000-51650	25.85
USBANK		FUEL	01-215-000-51650	24.00
USBANK		DIVE TRAINING REG/CRABB	01-215-000-55600	375.00
USBANK		BATTERIES	01-215-000-54999	54.72
TOTAL				15,309.67
COVID19				
19959	SUPERIOR CHEMICAL CORP	SANITIZING WIPES/POLICE	01-215-401-54999	172.87
TOTAL COVID19				172.87
TOTAL POLICE DEPARTMENT/PATROL				15,482.54
POLICE DEPT. / INVESTIGATIONS				
11350	DOOR/KEWAUNEE DRUG TASK FORCE	2020 DRUG/MEG UNIT DUES	01-225-000-57950	12,500.00
SPRINT	SPRINT	DUMP TOWER CELL RECORD/HIRTHE	01-225-000-57950	150.00
TOTAL				12,650.00
TOTAL POLICE DEPT. / INVESTIGATIONS				12,650.00
FIRE DEPARTMENT				
03025	CAPTAIN COMMODES INC	TRAINING SITE RESTROOM	01-250-000-51405	67.00
04150	DEJARDIN CLEANERS LLC	GEAR REPAIR	01-250-000-56250	45.00
04150		GEAR REPAIR	01-250-000-56250	54.00
04696	DOOR COUNTY TREASURER	02/20 FUEL	01-250-000-51650	1,638.37

DATE: 04/02/1920
TIME: 16:56:33
ID: AP443ST0.WOW

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
11700	KALIN MONTEVIDEO	TUITION REIMBURSE/MONTEVIDEO	01-250-000-55600	690.00
12050	LAKESHORE TECHNICAL COLLEGE	10-FF2 STATE EXAMS	01-250-000-55600	800.00
23730	WPS	656 S OXFORD AVE-WS FIRE	01-250-000-56600	208.46
DC FIRE	DOOR COUNTY FIRE CHIEF'S INC	ANNUAL DUES	01-250-000-56000	150.00
IMS	IMS ALLIANCE	ACCOUNTABILITY TAGS	01-250-000-52950	40.85
PAULCONW	PAUL CONWAY SHIELDS	LIGHT BASE-TRUCKS	01-250-000-53000	127.69
PAULCONW		UNIFORM LIGHT	01-250-000-52900	71.50
USBANK	US BANK	WS KITCHEN EQUIP	01-250-000-54999	99.00
USBANK		CHAIR REP	01-250-000-51350	872.73
USBANK		FUEL	01-250-000-51650	92.40
USBANK		DATA-FIRSTNET	01-250-000-58250	159.46
USBANK		FUEL	01-250-000-51650	21.01
USBANK		LENS -SCBA SPECL ORDER	01-250-000-52900	110.00
USBANK		COATINGS-SPECIAL ORDER SCBA	01-250-000-52350	80.00
USBANK		OFFICE SUPPLIES	01-250-000-51950	61.67
USBANK		TRAINING MEALS- 5 PLP 2 DAYS	01-250-000-55600	37.55
USBANK		TRAINING MEALS- 5 PLP 2 DAYS	01-250-000-55600	45.52
USBANK		PUMP SOAP	01-250-000-53000	44.24
USBANK		PUMP SOAP	01-250-000-53000	36.03
USBANK		FOAM EDUCTORS E4/E6	01-250-000-51350	1,216.90
USBANK		ANNL NFPA CODES	01-250-000-56000	1,575.00
WARNER	WARNER-WEXEL WHOLESALE &	SANITIZER DISPENSER	01-250-000-54999	9.90
TOTAL				8,354.28
COVID19				
19959	SUPERIOR CHEMICAL CORP	SANITIZING SUPPLIES	01-250-401-54999	167.55
19959		SANITIZING WIPES/FIRE	01-250-401-54999	259.30
WARNER	WARNER-WEXEL WHOLESALE &	VEHICLE SANITIZING	01-250-401-54999	26.99
TOTAL COVID19				453.84
TOTAL FIRE DEPARTMENT				8,808.12
SOLID WASTE MGMT/SPRING/FALL				
ADVANCED	ADVANCED DISPOSAL	FLUORSCENT BULBS	01-311-000-58400	13.60
TOTAL				13.60
TOTAL SOLID WASTE MGMT/SPRING/FALL				13.60
STREET SWEEPING				
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	BRUSH	01-330-000-51400	3.99
PORT	WEST MARINE PRO	CLEANER/SWEEPER	01-330-000-51400	13.98
TOTAL				17.97
TOTAL STREET SWEEPING				17.97
SNOW REMOVAL				
SNOW REMOVAL				

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GENERAL FUND				
SNOW REMOVAL				
SNOW REMOVAL				
13655	MONROE TRUCK EQUIPMENT, INC	SHIPPING	01-410-000-51400	19.45
13655		MOTOR	01-410-000-51400	244.65
13655		FREIGHT	01-410-000-51400	7.00
TOTAL SNOW REMOVAL				271.10
TOTAL SNOW REMOVAL				271.10
STREET SIGNS AND MARKINGS				
NEWMAN	NEWMAN SIGNS, INC	VARIOUS STREET SIGNS	01-420-000-52600	1,270.24
NEWMAN		FREIGHT	01-420-000-52600	76.55
SHERWIN	SHERWIN INDUSTRIES, INC	PAINT MACHINE GUN REPAIR KIT	01-420-000-52100	118.48
TOTAL				1,465.27
TOTAL STREET SIGNS AND MARKINGS				1,465.27
STREET MACHINERY				
04545	DOOR COUNTY COOPERATIVE/NAPA	CLEANER	01-450-000-52150	25.47
04545		TOOLS	01-450-000-52150	49.99
04545		LIFT SUPPORT	01-450-000-52150	59.98
04545		CASE GREASE	01-450-000-52150	38.79
04545		SWITCH	01-450-000-53000	33.82
04545		SUPPLIES	01-450-000-53000	27.14
04545		CREDIT	01-450-000-53000	-37.16
04545		FUEL-MIXED	01-450-000-52700	82.78
04545		BRAKE PADS/ROTOR	01-450-000-53000	102.23
04545		BRAKE PADS/CALIPER/ROTOR	01-450-000-53000	181.94
04545		BRAKE CALIPERS	01-450-000-53000	27.94
04545		CREDIT RETURN	01-450-000-53000	-95.42
04545		CREDIT RETURN	01-450-000-53000	-122.85
04574	DOOR COUNTY GLASS & MIRROR	TRUCK WINDOW REPAIR	01-450-000-58600	50.00
04696	DOOR COUNTY TREASURER	02/20 453.09 G FUEL	01-450-000-51650	1,016.73
04696		02/20 1693.08G DSL FUEL	01-450-000-51650	4,295.48
06012	FASTENAL COMPANY	SWITCH/DISC	01-450-000-53000	104.80
13655	MONROE TRUCK EQUIPMENT, INC	4 TRACTOR SAFTETY WORK LIGHTS	01-450-000-53000	203.20
13655		1 DOME STROBE	01-450-000-53000	243.27
13655		SHIPPING	01-450-000-53000	7.00
18945	S & R TRUCK CENTER, INC	DIFFERENTIAL REPLACEMENT	01-450-000-53000	3,387.69
18945		TRANS GASKET REPLACE	01-450-000-58600	638.41
38290	HI TEC FABRICATION	SANDBLAST/PRIME TRUCK RACK	01-450-000-58600	149.62
ADVAUTO	GENERAL PARTS DISTRIBTION LLC	LUBE	01-450-000-53000	9.27
ADVAUTO		TURN LAMP	01-450-000-53000	5.09
ADVAUTO		FILTERS/FLUIDS/CLEANERS	01-450-000-53000	226.30
ADVAUTO		FILTERS	01-450-000-53000	90.48
ADVAUTO		ENGINE OIL	01-450-000-53000	155.31
ADVAUTO		TRACTOR ADAPTER	01-450-000-52150	20.89
ADVAUTO		CREDIT	01-450-000-52150	-19.30
ADVAUTO		AIR FILTERS	01-450-000-53000	37.80
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	OIL FILTER	01-450-000-53000	6.75
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	RCVR BUSHING	01-450-000-53000	19.99
QUALITY	QUALITY TRUCK CARE CENTER INC	FENDER BRACES @ 2 193.04	01-450-000-53000	386.08

DATE: 04/02/1920
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GENERAL FUND				
QUALITY		BRAKE LIGHT TRCK 5	01-450-000-53000	364.32
USBANK	US BANK	SPEAKER	01-450-000-57550	50.50
TOTAL				11,824.33
TOTAL STREET MACHINERY				11,824.33
CITY GARAGE				
01766	AURORA MEDICAL GROUP	DOT DRUG SCREEN	01-460-000-57100	224.00
06012	FASTENAL COMPANY	SAFETY GLASSES	01-460-000-52350	34.20
23730	WPS	835 N 14TH AVE CITY GARAGE	01-460-000-56600	1,811.59
BLUE TRP	BLUE TARP FINANCIAL	1YR ADVANTAGE MEMBERSHIP	01-460-000-58999	39.99
USBANK	US BANK	PUNCH CLOCK TIME CARDS	01-460-000-54999	42.70
USBANK		LIGHTS	01-460-000-55300	104.63
USBANK		DAVID DAVIS BUSINESS CARDS	01-460-000-54999	35.86
WARNER	WARNER-WEXEL WHOLESALE &	CLEANING SUPPLIES	01-460-000-55300	44.82
TOTAL				2,337.79
TOTAL CITY GARAGE				2,337.79
HIGHWAYS - GENERAL				
USBANK	US BANK	DAVID DAVIS JACKET	01-499-000-56800	79.76
TOTAL				79.76
TOTAL HIGHWAYS - GENERAL				79.76
PARK & RECREATION ADMIN				
03133	CELLCOM WISCONSIN RSA 10	02/20 MIKE CELL SVC	01-500-000-58250	43.85
03133		02/20 CELL SVC	01-500-000-58250	7.55
03133		02/20 CELL SVC	01-500-000-58250	24.78
USBANK	US BANK	BREWER TICKET DEPOSIT	01-500-000-52250	613.00
TOTAL				689.18
TOTAL PARK & RECREATION ADMIN				689.18
PARKS AND PLAYGROUNDS				
01766	AURORA MEDICAL GROUP	SEASONAL EMPLOY DRUG SCREENS	01-510-000-57100	364.00
03025	CAPTAIN COMMODOES INC	DOG PARK PORT A POTTI RENTAL	01-510-000-58999	86.00
04545	DOOR COUNTY COOPERATIVE/NAPA	TRIMMERS	01-510-000-51350	9.24
04545		TRIMMER REPAIR	01-510-000-52700	9.24
04545		ELECTRICAL COVER	01-510-000-54999	2.79
04545		FASTENERS	01-510-000-51900	5.96
04545		FASTENERS	01-510-000-51900	3.29
04545		BOLTS	01-510-000-56250	1.95
04545		COUPLER	01-510-000-56250	16.48

DATE: 04/02/1920
TIME: 16:56:33
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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 8

INVOICES DUE ON/BEFORE 04/07/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
04696	DOOR COUNTY TREASURER	02/20 134.78G FUEL	01-510-000-51650	302.45
04696		0/20 14.43 G DSL FUEL	01-510-000-51650	36.59
06012	FASTENAL COMPANY	HARDWARE	01-510-000-54999	49.59
12100	LAMPERT YARDS INC	LUMBER	01-510-000-51800	30.32
13360	MENARDS-GREEN BAY EAST	PLUMBING/ELECTRICAL SUPPLIES	01-510-000-54999	236.13
23730	WPS	335 S 14TH AVE MEM FLD	01-510-000-56600	161.74
JB TREE	J & B TREE SERVICE, LLC	CUT/REMOVE 5 TREES & BRUSH	01-510-000-58450	5,925.00
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	OIL FILTERS	01-510-000-51900	12.66
USBANK	US BANK	50FT 10 AMP EXTENSION CORD	01-510-000-54999	126.59
USBANK		CREDIT -DAMAGED ITEMS	01-510-000-54999	-112.84
USBANK		WRENCH	01-510-000-52700	31.63
USBANK		ORGANIZERS	01-510-000-52700	45.66
USBANK		PLUMBING FITTINGS	01-510-000-54999	67.20
USBANK		FLEXIBLE COUPLING	01-510-000-54999	15.80
TOTAL				7,427.47
TOTAL PARKS AND PLAYGROUNDS				7,427.47
MUNICIPAL DOCKS				
23730	WPS	36 S NEENAH AVE RESTROOM	01-550-000-56600	17.24
TOTAL				17.24
TOTAL MUNICIPAL DOCKS				17.24
WATER WEED MANAGEMENT				
LAKEPOND	WIS LAKE & POND RESOURCE, LLC	DNR PERMIT WATER WEEDS	01-560-000-58999	1,148.00
TOTAL				1,148.00
TOTAL WATER WEED MANAGEMENT				1,148.00
WATERFRONT PARKS & WALKWAYS				
USBANK	US BANK	WATERPROOF PHONE CASE	01-570-000-54999	183.69
USBANK		CREDIT	01-570-000-54999	-9.58
TOTAL				174.11
TOTAL WATERFRONT PARKS & WALKWAYS				174.11
COMMUNITY & ECONOMIC DEVLPMNT				
USBANK	US BANK	APA PLANNING CONF/OLEJNICZAK	01-900-000-55600	760.00
TOTAL				760.00
TOTAL COMMUNITY & ECONOMIC DEVLPMNT				760.00
TOTAL GENERAL FUND				126,546.58

DATE: 04/02/1920
TIME: 16:56:33
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 04/07/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAPITAL FUND				
COMPUTER				
02975	CAMERA CORNER	SERVER/SHIPPING	10-125-000-59000	5,500.00
TOTAL				5,500.00
COVID19				
02975	CAMERA CORNER	ZOOM TECH	10-125-401-59040	3,045.99
TOTAL COVID19				3,045.99
TOTAL COMPUTER				8,545.99
FIRE DEPARTMENT				
EXPENSE				
PAULCONW	PAUL CONWAY SHIELDS	LARGE GLOVES	10-250-000-59050	267.00
PAULCONW		UNIFORM BOOT	10-250-000-59050	191.00
PAULCONW		MEDIUM GLOVES	10-250-000-59050	186.50
USBANK	US BANK	CHAIR REPLACEMENT	10-250-000-59030	2,000.00
TOTAL EXPENSE				2,644.50
TOTAL FIRE DEPARTMENT				2,644.50
PARKS AND PLAYGROUNDS				
PARKS AND PLAYGROUNDS				
06580	FOTH AND VAN DYKE	LABOR PROJCT MGMT	10-510-000-59025	141.50
06580		LABOR GRANT ADMIN	10-510-000-59025	222.50
06580		LABOR QAPP CREATE/SUBMISSION	10-510-000-59025	646.50
TOTAL PARKS AND PLAYGROUNDS				1,010.50
TOTAL PARKS AND PLAYGROUNDS				1,010.50
TOTAL CAPITAL FUND				12,200.99
CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
MANN	MANN COMMUNICATIONS, LLC	04.7.20 CONTRACT	21-000-000-55015	5,205.84
USBANK	US BANK	WINDOW 10 UPGRADE	21-000-000-51100	316.48
TOTAL CABLE TV / GENERAL				5,522.32
TOTAL CABLE TV / GENERAL				5,522.32
TOTAL CABLE TV				5,522.32
TID #4 DISTRICT				
TID #4 DISTRICT				
TID #4 DISTRICT				
03950	DAVIS KUELTHAU	11/19 GRANARY MATTERS	28-340-000-55001	4,758.00
03950		11/19 GENERAL LIGEAL MATTERS	28-340-000-55001	2,626.92
03950		12/19 GRANARY MATTERS	28-340-000-55001	5,426.00

DATE: 04/02/1920
TIME: 16:56:33
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 04/07/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

TID #4 DISTRICT				
TID #4 DISTRICT				
	TID #4 DISTRICT			
03950		12/20 GENERAL LEGAL MATTERS	28-340-000-55001	364.00
03950		01/20 GRANARY MATTERS	28-340-000-55001	13,378.00
TOTAL TID #4 DISTRICT				26,552.92
T4 \$3.12 NOTES				
QUARLES	QUARLES & BRADY, LLP	GO REFND BOND 3.31.20	28-340-987-70002	9,000.00
QUARLES		GO REFND BOND 03.31.20	28-340-987-70002	4,448.00
TOTAL T4 \$3.12 NOTES				13,448.00
T4 BONDS				
QUARLES	QUARLES & BRADY, LLP	GO REFND BOND 3.31.20	28-340-988-70002	10,000.00
QUARLES		GO REFUND GOND 03.31.20	28-340-988-70002	7,852.00
TOTAL T4 BONDS				17,852.00
TOTAL TID #4 DISTRICT				57,852.92
TOTAL TID #4 DISTRICT				57,852.92
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
04603	HALRON LUBRICANTS INC	USED OIL PICK UP FEE 325G	60-000-000-52050	48.75
04696	DOOR COUNTY TREASURER	02/20 707.04G DLS FUEL	60-000-000-51650	1,793.05
ADVANCED	ADVANCED DISPOSAL	168.81 TON GARBAGE	60-000-000-58300	10,797.09
ADVANCED		63.72 TON RECYCLING	60-000-000-58350	933.14
TOTAL SOLID WASTE ENTERPRISE FUND				13,572.03
TOTAL SOLID WASTE ENTERPRISE FUND				13,572.03
TOTAL SOLID WASTE ENTERPRISE				13,572.03
TOTAL ALL FUNDS				215,694.84

MANUAL CHECKS

SECURIAN FINANCIAL GROUP, INC. 03/10/20 Check # 86678 03/20 Short/Long Term Disability 01-000-000-21545	\$2,082.45
DOOR COUNTY TREASURER 03/17/20 Check #86540 City/County Revolving Loan Fund Transfer 30-000-333-58999	\$492,286.23
SOUTHERN DOOR SCHOOL 04/01/20 Check #86756 01/20 & 02/20 Mobile Home Tax Payment 01-000-000-41300	\$415.34
STURGEON BAY SCHOOL DISTRICT 04/01/20 Check # 86757 02/20 Mobile Home Tax Payment 01-000-000-41300	\$346.10
TOTAL MANUAL CHECKS	\$ 495,130.12

DATE: 04/02/1920
TIME: 16:56:33
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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 04/07/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

SUMMARY OF FUNDS:				
	GENERAL FUND	126,546.58		621,676.70
	CAPITAL FUND	12,200.99		
	CABLE TV	5,522.32		
	TID #4 DISTRICT	57,852.92		
	SOLID WASTE ENTERPRISE	13,572.03		

	TOTAL --- ALL FUNDS	215,694.84		710,824.96

Bicycle and Pedestrian Advisory Board Meeting Minutes
Monday, March 2, 2020

The Bicycle and Pedestrian Advisory Board meeting was called to order at 1:47 p.m. by Chairperson Kelly Avenson in 1st Floor Community Room, City Hall, 421 Michigan Street.

Roll Call: Members Chairperson Kelly Avenson, Vice-Chairperson Chris Sullivan-Robinson, Mark Smullen, and Matt Young were present. Absent was Becky Kerwin. Also present was Chad Shefchik and Police Assistant Candy Jeanquart.

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

1. Roll call.
 2. Approval of agenda.
 3. Approval of minutes from January 6, 2020.
 4. Public comment
 5. Updates of: County Bicycle Committee (Becky Kerwin)
 6. Consideration of: Pedestrian Yearly Calendar (Kelly Avenson)
 7. Consideration of: Bike Rodeo
 8. Consideration of: ordinance of riding on sidewalks
 9. Future agenda items
 10. Adjourn
- All in favor. Carried.

Approval of minutes from January 6, 2020: Moved by Mr. Sullivan-Robinson, Seconded by Mr. Smullen to approve the minutes from January 6, 2020. **All in favor. Carried.**

Public comment on non-agenda items: Chris Kellems, 120 Alabama Street.

Updates of: County Bicycle Committee (Becky Kerwin): No discussion.

Consideration of: Pedestrian Yearly Calendar (Kelly Avenson): Ms. Avenson explained she will continue to work on the calendar and share at the next meeting for discussion/adding ideas. Mr. Shefchik stated that it's National Bike Month in May and would be a good idea to start promoting that. Other ideas to promote were:

- Safety education in the off season such as shoveling sidewalks
- Wearing reflective clothing
- Crosswalk education
- Links to organizations promoting events in the area/city limits

Consideration of: Bike Rodeo: Ms. Avenson explained the past Bike Rodeos were not put on by the City. Mr. Sullivan-Robinson explained the City partnered with DCSSA (Door County Silent Sports Alliance) and the last Bike Rodeo was held either 2015/2016. The Bike Rodeo was held in May/June during a week night. There is no specific grant for helmets, they were donated. Ms. Avenson recommends doing reflective stickers for bikes instead of helmets. Also, looking into a Public Safety Grant with Wal-Mart. Mr. Shefchik suggested a helmet exchange and/or bike swap would be a good idea. Mr. Young will contact DCSSA regarding a Bike Rodeo event this year.

Consideration of: Ordinance of riding on sidewalks: Ms. Avenson explained looking into the ordinance may help improve the Bronze status to Silver Status. Mr. Shefchik suggested doing more education than changing the ordinance. Ms. Avenson brought up the fact that scooters are becoming popular and how that is addressed in the ordinance. Mr. Shefchik suggested reviewing the ordinance and rewording if necessary for electric transportation such as scooters, Segway's, etc. Mr. Sullivan-Robinson and Mr. Shefchik will review the ordinance for the next meeting.

Future agenda items:

- Updates of: County Bicycle Committee (Becky Kerwin)
- Review of: Bike Friendly Score Card
- Consideration of: Pedestrian Yearly Calendar (Kelly Avenson)
- Discussion of: Bike Month – Public Education May Events
- Consideration of: Bike Rodeo
- Consideration of: Ordinance of Riding on Sidewalks

Move to adjourn. All in favor. Carried. Meeting adjourned at 2:29 p.m.

Respectfully submitted,

Candy Jeanquart

Candy Jeanquart
Police Assistant

FINANCE/PURCHASING & BUILDING COMMITTEE
March 10, 2020

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: Alderperson Nault, City Administrator Van Lieshout, City Treasurer/Finance Director Clarizio, Municipal Services Director Barker, Community Development Director Olejniczak and Receptionist Metzger.

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

1. Roll call.
2. Adoption of agenda.
3. Public comment on agenda items and other issues related to finance & purchasing.
4. Consideration of: Award of Bid for a 2020 Crew Cab ½ Ton Pick-up Truck.
5. Consideration of: Engineering and Design Services for Otumba Park.
6. Convene in closed session in accordance with the following exemptions:

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

- a. Consideration of: 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.

7. Review bills.
8. Adjourn.

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

Consideration of: Award of Proposal for siding Replacement on Municipal Services Garage:

Municipal Services Director Barker stated one bid was received from Bayland Builders, Inc in the amount of \$54,497.00 for siding replacement of the municipal services garage. The 2020 capital budget allocated \$50,000 for this project. Mr. Barker stated that the tandem axle plow truck purchase was under budget therefore the \$4,497 is available to transfer from account 10-400-000-59060.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to accept the bid from Bayland Building, Inc for the residing of the municipal services garage at a cost not to exceed \$54,497. Carried

Consideration of: Engineering and Design Services for Otumba Park:

Municipal Services Director Barker explained that the Beaches Ad Hoc Committee gave recommendations for beach improvements, specifically Otumba Park. A concern that due to the high water level there was not enough beach. The Ad Hoc recommended moving the sidewalk 20-30ft which would extend the beach. Mr. Barker stated that Otumba has not suffered significant erosion

damage to the beach itself but mostly that the sand has relocated to into the grass and sidewalk. The sidewalk has sustained the erosion damage. He stated that 3 companies submitted proposals for engineering and designs services for this project:

Baudhuin Engineering	Sturgeon Bay WI	\$9,950
Edgewater Resources	Madison WI	\$14,500
MSA Professional Services	Madison WI	\$31,800

The scope of the project which is a non-budgeted expense requiring $\frac{3}{4}$ vote from the Common Council will include moving and building a wall along the walkway, relocating the current walkway lighting, installing a dune in the current sidewalk location and planting dune grass.

Moved by Alderperson Wiederanders, seconded by Alderperson Williams to recommend to Common Council to accept the bid from Bauduin Engineering for engineering services, design, obtaining permits and construction administration of the Otumba Beach project at a cost not to exceed \$9,950. Carried.

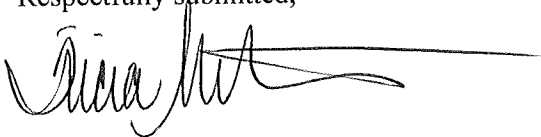
After Alderperson Bacon announced the statutory basis, it was moved by Alderperson Williams, seconded by Alderperson Wiederanders to convene in closed session. Roll call: Alderpersons Bacon, Wiederanders and Williams voted aye. Carried. The meeting moved into closed session at 4:19 pm. The meeting reconvened in open session at 4:46pm.

Review bills

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

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to adjourn. Carried. The meeting 4:48 pm.

Respectfully submitted,



Tricia Metzger

CITY PLAN COMMISSION

Wednesday March 18, 2020

A meeting of the City Plan Commission was called to order at 6:02 p.m. by Chairperson David Ward in the Council Chambers, City Hall, 421 Michigan Street.

Roll Call: Members Kirsten Reeths, Mark Holey, Dennis Statz, David Ward, Jeff Norland, and Debbie Kiedrowski, were present. Member David Hayes entered the meeting at 6:04 p.m. Also present were Community Development Director Marty Olejniczak, Planner/Zoning Administrator Chris Sullivan-Robinson, and Community Development Secretary Cheryl Nault.

Adoption of agenda: Moved by Mr. Statz, seconded by Mr. Holey to adopt the following amended agenda:

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from February 19, 2020.
4. Conditional use request from Marina View LLC (Dan Schott) for a 110' x 109' boat storage building, located at 267 Nautical Drive:
Presentation:
Public hearing:
Consideration of:
5. ~~Consideration of: Tourist Rooming House regulations.~~
6. ~~Consideration of: Mixed Commercial Residential (C-5) code text amendments and interpretation.~~
7. ~~Public comment on non-agenda Plan Commission related items.~~
8. Adjourn.

All ayes. Carried.

Approval of minutes from February 19, 2020: Moved by Mr. Holey, seconded by Ms. Reeths to approve the minutes from February 19, 2020. All ayes. Carried.

Conditional use request from Marina View LLC (Dan Schott) for a 110' x 109' boat storage building, located at 267 Nautical Drive:

Presentation: Dan Schott, 305 Nautical Drive, stated that he would like to expand his business and construct a boat storage building that would match the color of the existing apartment buildings so everything would blend together. The building would have a sloped roof, with its highest point being 35 feet tall.

Mr. Olejniczak mentioned that there has been a marina at the foot of Nautical Drive for years. This request requires a conditional use approval. A previous building had been removed from this site. A different building had been approved to be relocated from a different area at the marina to that location, but had never happened.

Mr. Sullivan-Robinson stated there are no issues with zoning. There is an existing gravel pad. Sturgeon Bay Utilities has no issues with the project, as well as no stormwater management issues. There may be a need of installing a new fire hydrant. A sprinkler system is needed when a building reaches 12,000 square feet, but the proposed building is 11,990 square feet. Staff has no issues with the proposal and recommended approval, subject to the Aesthetic Design & Site Plan Review Board approval.

Mr. Schott pointed out where the existing fire hydrants are located.

Public hearing: Mayor Ward opened the public hearing at 6:11 p.m.

Don (DJ) Le Roy, 614 Shorecrest Road, stated that his property is approximately 10 feet from the subject property. He was very concerned about his home, as well as others in the area, with the 10-foot elevation drop. He said there have been no improvements done to the street since he purchased the property years ago. Water runoff was a big concern. Hard surface has increased over the past 15 years and there is very little green space.

Mr. Schott responded to Mr. Le Roy's concerns. He said that none of the apartment's runoff drain toward Nautical Drive. When it rains the creek overflows and goes toward Nautical Drive.

Mr. Olejniczak stated that gravel is not much different than concrete. Putting this building up will not increase the water runoff. It is a pretty large drainage area that the creek handles.

There were no letters of correspondence.

Mayor Ward closed the public hearing at 6:22 p.m.

Consideration of: The Commission discussed the request.

Mr. Sullivan-Robinson added that Mr. Schott is not adding any lighting to the building.

Moved by Mayor Ward, seconded by Mr. Statz to grant the conditional use request from Marina View LLC (Dan Schott) for a 110' x 109' boat storage building, located at 267 Nautical Drive.

Mayor Ward addressed Mr. Le Roy's concerns. In this year's capital budget there is some money to deal with small projects. He will draw this to Mr. Le Roy's district alderman's attention.

Mr. Le Roy wondered if the runoff can be channeled anywhere else. Mr. Olejniczak responded that he would speak to the City Engineer and arrange for him to meet with Mr. Le Roy.

Mr. Schott added that the creek has not been cleaned out for years. It is considered navigable waters. He also has no plans to install concrete at this time.

A vote was taken on the motion. All ayes. Carried.

Adjourn: Moved by Mr. Norland, seconded by Ms. Reeths to adjourn. All ayes. Carried. Meeting adjourned at 6:35 p.m.

Respectfully Submitted,



Cheryl Nault
Community Development Secretary

AESTHETIC DESIGN AND SITE PLAN REVIEW BOARD
Monday, March 23, 2020

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

Roll Call: Members Mark Lake, Dennis Statz, Mark Struck, Dave Augustson, Jon Burk, and Cheryl Frank were present. Excused: Member Cindy Weber. Also present were Planner/Zoning Administrator Christopher Sullivan-Robinson and Community Development Secretary Cheryl Nault.

Adoption of Agenda: Moved by Mr. Burk, seconded by Mr. Augustson to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from February 24, 2020.
4. Consideration of: Construction of a 110' x 109' boat storage building for Marina View LLC, located at 267 Nautical Drive.
5. Adjourn.

All ayes. Carried.

Approval of Minutes from February 24, 2020: Moved by Mr. Statz, seconded by Mr. Burk to approve the minutes from February 24, 2020. All ayes. Carried.

Consideration of: Construction of a 110' x 109' boat storage building for Marina View LLC, located at 267 Nautical Drive: Mr. Sullivan-Robinson stated that this building was recently approved by the Plan Commission. The construction will be similar to the other building on the same lot. The blue exterior will closely match the surrounding apartment buildings. The doors will be white. It will have a galvanized metal shed roof.

Mr. Lake mentioned that he visited the site. Dan Schott, owner of the property, told Mr. Lake that the building was very similar to the Sturgeon Bay Utilities building next door to his property.

Mr. Sullivan-Robinson added that Mr. Schott plans on painting the existing building in the future.

Mr. Statz stated that lighting was discussed at Plan Commission and that no additional lighting would be added.

Mr. Sullivan-Robinson noted that the plan states concrete is located on the site, but is really gravel. Also, there originally was a building on this same location, but was removed years ago.

After discussion, it was moved by Mr. Statz, seconded by Mr. Struck to grant a certificate of appropriateness as presented. All ayes. Carried.

Adjourn: Moved by Mr. Augustson, seconded by Mr. Burk to adjourn. All ayes. Carried. The meeting adjourned at 6:08 p.m.

Respectfully submitted,



Cheryl Nault
Community Development Secretary

ORDINANCE NO. _____

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

SECTION 1: The following described property is hereby rezoned from Single-Family Residential (R-2) to Planned Unit Development (PUD) and shall be subject to the site plan and requirements incorporated herein:

A tract of land consisting of the northerly 50.00 feet of lots 19 and 20 of Block 1 in the Sorenson's Addition, Section 7, Township 27 North, Range 26 East, City of Sturgeon Bay, Door County Wisconsin.

The above described tract contains 4,750 square-feet.

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

- A. **Underlying Zoning:** The underlying zoning district shall be Mixed Residential / Commercial (C-5). The permitted uses and other zoning requirements of the underlying district shall apply, except as otherwise approved within the final PUD plan and ordinance. If the PUD lapses under Section 20.24(9) of the zoning code, the zoning classification of the property will remain C-5.
- B. **Permitted Uses:** All uses listed within the permitted and conditional use sections of the C-5 district. All uses described within the final approved PUD plans including two 3-bedroom residential dwellings and one professional office space.
- C. **PUD Requirements:** The requirements of the underlying C-5 district shall apply except as follows:
 - 1. **Building Setbacks:** The minimum required setback from the street right-of-way line shall be 15 feet. The minimum required setback from the north property line shall be five feet. The minimum required setback from the south property line shall be seven feet (four feet for the emergency exit window for the basement). The minimum required setback from the west property line shall be 12 feet.
 - 2. **Mixed Residential / Commercial:** The overall square-footage of the residential units shall be allowed to exceed the square-footage of the commercial space per the approved final PUD plans.
- D. **Conformance:** The development of the site herein shall conform to the approved PUD plans.

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

Approved:

Attest:

David Ward
Mayor

Stephanie L. Reinhardt
City Clerk

Executive Summary

Date: March 23, 2020

Title: Award of Proposal for Otumba Shelter Cultured Stone Siding

Background: On March 17, 2020 the Municipal Services Department opened proposals for siding replacement on the Otumba Park shelter. In accordance with the City of Sturgeon Bay Purchasing & Property Accountability Policy, specifications were prepared and competitive sealed bidding was used to obtain pricing. Two bids were received:

Mallien Masonry
Price: \$19,990

RM Masonry and Maintenance, LLC
Price: \$22,445

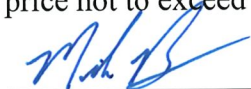
The 2020 capital budget, 10-510-000-59015, included \$12,000 for the siding replacement. The reason the bids were so far over budget is that I used an estimate for using either wood, vinyl, or aluminum siding for budgeting purposes.

I recommend transferring \$7,990 from 10-400-000-59060 (Tandem Axle Plow Truck) to cover the purchase. There was \$11,503 remaining after the purchase of the plow truck and using \$4,497 to cover the cost of siding for the municipal services garage.

Fiscal Impacts: \$19,990

Recommendation: Staff recommends proceeding with the residing of the Otumba Shelter with Mallien Masonry at a price not to exceed \$19,990.

Prepared By:



Mike Barker
Municipal Services Director

Date: 23 MAR 2020

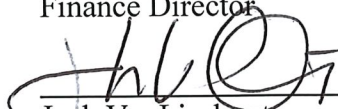
Reviewed By:



Valerie Clarizio
Finance Director

Date: 3/23/20

Reviewed By:



Josh VanLieshout
City Administrator

Date: 4/3/20

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to Council to accept the bid from Baudhuin Engineering for engineering services, design, obtaining permits and construction administration of the Otumba Beach project at a cost not to exceed \$9,950.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: March 10, 2020

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2020.

Executive Summary

Date: 02 March 2020

Title: Engineering and Design Services for Otumba Park

Background: The Director of Municipal Services was tasked with getting estimates for engineering services, design, obtaining permits and construction administration for design changes recommended from the Beach Ad-hoc Committee in 2019. Three proposals were received:

Baudhin Engineering
Sturgeon Bay, WI
\$9,950

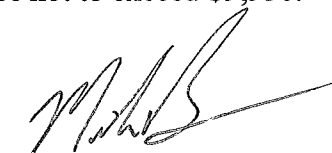
Edgewater Resources
Madison, WI
\$14,500

MSA Professional Services
Madison, WI
\$31,800

Otumba Beach has weathered the storms of last fall relatively well. There is one specific area of concern where the waves were hitting the sidewalk footing and scouring the sand away thus eroding beneath the sidewalk. There was minimal loss of sand other than that area. The majority of the storm damage is from the amount of debris washed up on the beach and sidewalk. The plan will focus on relocating the sidewalk to the south about 20 feet, relocating the walkway lighting, installing a wall along the sidewalk that can be used as seating, installing a dune in the area of the current sidewalk and planting dune grass.

Recommendation: Staff recommends accepting the bid from Baudhin Engineering for engineering services, design, obtaining permits and construction administration the Otumba Beach project at a price not to exceed \$9,950.

Prepared By:



Mike Barker
Municipal Services Director

Date: 04 MAR 2020

Reviewed By:



Chad Shefchik
City Engineer

Date: 3-4-20

Reviewed By:



Josh VanLieshout
City Administrator

Date: March 4, 2020



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MEMO

To: City Employees
From: Josh VanLieshout, City Administrator
Subject: Families First Compliance Policy
Date: March 31, 2020

As you are aware, on March 19, 2020 the City of Sturgeon Bay Common Council approved a resolution declaring an emergency as a demonstration to the public of the seriousness of the COVID-19 outbreak. This action transferred to the Mayor, with the advice and concurrency of the Council President, the authority to order, by ordinance or resolution, whatever is necessary and expedient for the health, safety, protection, and welfare of persons and property within the City during the period of the emergency.

On March 30, 2020, the Mayor and Council President, by resolution, approved the attached Families First Compliance Policy which will be effective April 1, 2020 through December 31, 2020. This enactment is a direct response to the Families First Coronavirus Response Act enacted by the United States Federal Government.

Attached you will find the Families First Compliance Policy which details an emergency sick leave benefit for qualifying employees and a temporary expansion of family and Medical leave for qualifying employees and events.

Please contact Stephanie Reinhardt, City Clerk/Human Resources Director if you have any questions regarding this policy.

RESOLUTION

RESOLUTION ENACTING THE FAMILIES FIRST COMPLIANCE POLICY

WHEREAS, On January 31, 2020 the United States Department of Health and Human Services declared a Public Health Emergency, on March 11, 2020, the World Health Organization declared COVID-19 a pandemic, and on March 12, 2020 the Governor of the State of Wisconsin declared a Health Emergency in the State pursuant to Wisconsin statute section 323.02(16); and

WHEREAS, on March 19, 2020 the City of Sturgeon Bay Common Council approved a resolution declaring an emergency as a demonstration to the public of the seriousness of the COVID-19 outbreak; and

WHEREAS, the period of emergency shall continue for sixty (60) days from March 19, 2020; and

WHEREAS, that during the period of emergency, the Mayor with the advice and concurrence of the Council President may order, by ordinance or resolution, whatever is necessary and expedient for the health, safety, protection, and welfare of persons and property within the City; and

WHEREAS, the Common Council rules including, but not limited to XI, XII, XIII, XV, XVI concerning budgeted and unbudgeted appropriations, expenditures, and rule making are suspended insofar as they may impede the effective execution of the provision and response to this public health emergency.

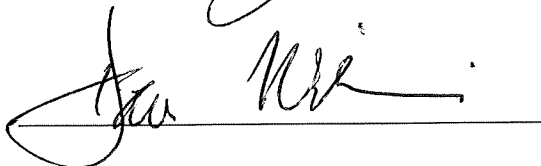
NOW, THEREFORE, BE IT RESOLVED, by the Mayor with the advice and concurrence of the Council President of the City of Sturgeon Bay; that the City of Sturgeon Bay hereby adopts attached Families First Compliance Policy in direct response to the Families First Coronavirus Response Act enacted by the United States Federal Government. Such policy shall remain in effect from April 1, 2020 to December 31, 2020.

Approved this 30 day of March, 2020

David J. Ward, Mayor



Dan Williams, Council President



Families First Compliance Policy

Effective April 1, 2020 to December 31, 2020

Introduction

The federal government has passed the "Families First Coronavirus Response Act" to assist employees during the current public health emergency. As a covered employer, we provide the temporary benefits required by the Act as summarized in this policy. This policy will expire upon the conclusion of the Coronavirus public health emergency or on December 31, 2020, whichever is earlier. This policy is subject to change, including but not limited to change in response to any new or revised guidance issued by the Secretary of Labor, other federal agencies, or changes in applicable law.

Eligibility

All full-time and part-time employees, except emergency responders. Staff who have been employed fewer than 30 days are not eligible for the temporary expansion of FMLA (section B). If you are eligible for leave under sections A and B, the total amount of leave available is capped at 12 weeks (reduced by any FMLA leave previously taken).

Definitions:

Emergency Responder: Emergency responders include the following -

- All Police Department sworn officers
- All firefighters
- Employees who fall under the direction of the Municipal Services Director (except as excluded below)
- Employees who fall under the direction of the Community Development Director (except as excluded below)
- Employees of the Clerk's Office (except as excluded below)
- Finance Department Employees (except as excluded below)

Emergency responders do not include administrative support staff serving Police, Fire, Community Development, and Municipal Services; the Deputy Clerk/Treasurer; Receptionist/Accounts Payable Clerk; and all engineering technicians.

A. Emergency Paid Sick Leave Benefit

1. Full-time employees will receive up to two weeks (80 hours) of paid sick leave benefits to be used for Coronavirus-related absences. Part-time employees will receive a pro-rated paid sick leave benefit based on the number of hours you work on average over a two-week period. The full benefit for which you are eligible is available for immediate use.
2. You are not required to exhaust other forms of paid leave before using this new Coronavirus paid leave. The Coronavirus paid leave is in addition to any paid leave you already have.

3. This benefit is available to you if you cannot work (in person or remotely) for any of the following reasons:
 - a. You are subject to a federal, state, or local Coronavirus quarantine or isolation order;
 - b. You are advised by a health care provider to self-quarantine for Coronavirus concerns;
 - c. You are experiencing symptoms of Coronavirus and seeking a medical diagnosis;
 - d. You are caring for an individual who is under a Coronavirus quarantine or isolation order or has been advised by a health care provider to self-quarantine;
 - e. You are caring for a child whose school or child care provider has been closed or is unavailable because of Coronavirus;
 - f. You are experiencing any other substantially similar condition specified by the Secretary of Health and Human Services.
4. The City may require you to provide a certification for the need for leave, including from a health care provider confirming the applicable circumstance under section 3 above.
5. We will pay you the following amounts:
 - a. If you require leave for reasons 3(a), (b), or (c) above, we will pay you your regular rate of pay, up to \$511 per day and \$5,110 in the aggregate.
 - b. If you require leave for reasons under 3(d), (e), or (f) above, you will receive two-thirds of your regular rate of pay, up to \$200 per day and \$2,000 in the aggregate.
 - c. If you do not have a set schedule of hours, paid sick leave is based on the average number of hours you were scheduled per day over the six-month period prior to use of the leave.
6. If an employee is not teleworking, then leave for reasons 3(a), (b), (c), (d), and (f) above must be taken in full-day increments until the earlier of: (i) the full amount of paid sick leave has been exhausted; or (ii) an employee no longer has a qualifying reason for taking paid sick leave. If an employee is teleworking, an employee may only take intermittent leave for reasons 3(a), (b), (c), (d), and (f) above with the City's agreement.
7. Similarly, an employee may only take leave identified in 3(e) intermittently with the City's agreement.

8. Your ability to use paid sick leave for purposes specified in the law will end upon termination of the qualifying event.
9. Paid leave provided under this law does not carry over year to year and unused leave is not paid out.

B. Temporary Expansion of Family & Medical Leave

Federal Family and Medical Leave is temporarily expanded to include a qualifying need related to the Coronavirus public health emergency, as declared by federal, state, or local authorities. The conditions of this expansion are outlined below.

1. You are eligible for the leave if you have worked at least 30 calendar days.
2. A “qualifying need” is limited to circumstances where you cannot work (in person or remotely) because of your need to care for a child under age 18 due to a Coronavirus-related public health emergency school or child care closing/unavailability.
3. Pay for the temporary FMLA leave will be as follows:
 - a. The first 10 days of the leave are unpaid. You may elect to use the Emergency Paid Sick Leave Benefit (section A above) or any accrued paid leave during this time if available.
 - b. After the first 10 days, we will pay you two-thirds of your regular rate of pay, up to \$200 per day and \$10,000 aggregate.
4. Temporary FMLA leave may only be taken intermittently with the City’s agreement.
5. The City may require you to provide a certification or documentation supporting the need for leave.
6. Generally, you will be reinstated to the same or equivalent position once your leave ends.
7. The total amount of FMLA leave available, including any temporary FMLA leave, remains at twelve (12) weeks per twelve (12) months period. Thus, the amount of temporary FMLA leave available to any employee will be reduced by any FMLA leave previously taken within that time period.

Conclusion

Please contact Stephanie Reinhardt, City Clerk if you have questions regarding this policy.

EXECUTIVE SUMMARY

Title: Development agreement with SBLifeIsGood, LLC for renovation of 58 N. Third Avenue

Background: SBLifeIsGood, LLC (Todd Trimberger, Dr. Kelton Reitz) has plans to purchase the former Younkers building at 58 N. Third Avenue and extensively renovate the building. They have a purchase agreement and have completed investigation of the building and cost estimates. Financial assistance is being requested due to the high cost of bringing the building up to modern standards and other complexities.

City staff and Mayor Ward met with Mr. Trimberger and Dr. Reitz regarding potential financial assistance from the City. There are two construction issues that the developers need help with and that have direct benefit to the City. The first is the removal of the building connections between the main Younkers building at 58 N. third Avenue and Younkers annex building at 339 Louisiana Street. These connections are the tunnel and the skywalk that cross the public alley. They are obsolete and the developers need to eliminate these as part of their project so that the buildings are stand-alone. Because these connections cross public right-of-way, they are obstructions that potentially interfere with vehicular traffic, alley maintenance and aboveground and belowground utilities. Removing them will benefit both the City and the developers.

The second construction issue involves restroom facilities. In order to successfully renovate the former Younkers building to modern standards, new restrooms are needed on the main floor. Currently, the only restrooms are in the basement and are not handicapped accessible. The cost to install restrooms on the main floor is considerable. The City desires to construct public restroom facilities within the downtown region and has budgeted \$100,000 in the 2020 budget for this project. Thus, a plan was devised to have the City use its budgeted funds for public restrooms within the 58 N. Third Avenue. The restroom facilities would be easily visible and accessible on the Louisiana Street side of the building. They would serve both the public and the patrons of the businesses within the renovated building.

A development agreement was drafted to allow for the City's financial assistance toward the project. Per the agreement the City will contribute \$125,000 toward the renovation costs. This figure is the estimated cost of removal of the connections across the alley (\$25,000) and the construction of public restrooms (\$100,000). In addition, the City agrees to pay normal maintenance costs for the restroom facilities, apply for a Community Development Investment Grant from the Wisconsin Economic Development Corporation, and grant a privilege in the street for an emergency egress stairway if such stairway encroaches into the alley. It is noted that as of the writing of this report there will not be the need for an outside stairway so the privilege in the street will not be an issue.

The developers agree to complete the renovations to the building, including all construction work associated with the public restroom facilities and removal of tunnel and skywalk. The completion date is by January 1, 2021. The developers also agree to provide day to day maintenance for the restroom facilities.

Fiscal Impact: The fiscal impact is \$125,00. This amount will come from 2020 budgeted funds for the public restroom facilities and the alley/road maintenance. In addition, once the restrooms are opened, there will be maintenance and operational expenses similar to other public restrooms.

Conclusion/Recommendation: The renovation of the former Younkers building at 58 N. Third Avenue is a catalytic project with tremendous benefits to the downtown. In addition to intrinsic value such as filling a glaring gap in the retail corridor, the project will directly aid the City through the increased property value of the subject site, the creation of public restroom facilities, and the removal of obstructions within the public right-of-way. Therefore, the recommendation is to approve the development agreement with SBLifeIsGood, LLC.

Prepared by: 
Martin Olejniczak
Community Development Director

Date April 2, 2020

Reviewed by: 
Josh Van Lieshout
City Administrator

Date April 3, 2020

DEVELOPMENT AGREEMENT

This Development Agreement is entered into this ___ day of ____, 2020 by the CITY OF STURGEON BAY, a Wisconsin municipal corporation, (the “City”), and SBLifeIsGood, LLC, a Wisconsin limited liability company (“Developer”).

RECITALS

- A. The property located at 58 N. Third Avenue in the City’s Third Avenue Historic District (the “Property”) has been vacant for over 18 months;
- B. The Building connects to another building via a underground tunnel and an aboveground skywalk that cross a public alley right-of-way; and
- C. The tunnel and skywalk constitute obstructions the City desires to eliminate; and
- D. In its 2020 budget, the City has allocated funds for construction and maintenance of public restrooms in the downtown area; and
- E. Developer has a purchase agreement to acquire the Property; and
- F. Developer proposes to renovate the building located on the Property (the “Building”) for use by retail businesses and other appropriate uses (the “Project”); and
- G. The City finds it beneficial to the health, welfare and prosperity of its residents to assist and coordinate the implementation of the Project subject to the terms of this Agreement; and
- H. The City has determined completion of the Project and fulfillment of the terms of this Agreement are in the best interests of the City and its residents, because the Project will create jobs, expand the City's tax base, increase property tax revenues, eliminate blight, improve the physical condition of the Property, provide a tenant or tenants in a significant retail building, eliminate belowground and aboveground obstructions within the public alley right-of-way, and provide public restrooms in downtown Sturgeon Bay, thereby serving public purposes in accordance with State and local law.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

A. The Project.

- 1. Legal Description of Property. The legal description of the Property is:

A tract of land consisting of the North 28 feet of Lot 11 and all of Lot 12, Block 14 of the Assessor's Map of the City of Sturgeon Bay, Door County, Wisconsin, located in Section 8, Township 27 North, Range 26 East, and more particularly described as follows:

Commencing at the Northwest corner of Lot 12, Block 14, thence N 55°46'58" E along the southerly line of Louisiana Street 150.35 feet to the Northeast corner of said Lot 12, Block 14, thence S 35°01'02" E 77.87 feet, thence S 55°44'29" W 150.26 feet to the intersection with the easterly line of North Third Avenue, thence N 35°04'54" W along the easterly line of North Third Avenue 77.98 feet to the point of commencement, said tract contains 11,711 square feet of land.

Tax Parcel No. 281-10-85141102

2. General Description of Project. Developer will acquire the Property and renovate and rehabilitate the Building. The Building will be used for retail sales and other permitted uses of the C-2 Central Business District zoning classification. The Project shall include the removal of the tunnel and skywalk that cross the abutting alley and connect to the building on the other side of the alley. The Project will include the construction of restrooms on the ground floor of the Building that will be accessible to the general public either directly from Louisiana Street or from a joint entryway/foyer such that the public does not have to pass through the Building to reach the restrooms.

B. City Obligations.

The City will do the following:

1. Financial Assistance to Developer. The City will provide \$125,000 to the Developer for the Project. The payment to the Developer shall be made as follows:

- a. \$25,000 upon substantial completion of the removal of the tunnel and skywalk and restoration of the alley driving surface;
- b. \$50,000 upon completion of the rough in building inspection for the public restrooms; and
- c. \$50,000 upon completion of the final building inspection for the public restrooms, provided no material defects or violations are found during the inspection.

2. Community Development Investment Grant. The City will apply for a Community Development Investment (CDI) Grant through the Wisconsin Economic Development Corporation on behalf of the Project. The requested grant amount in the application shall be \$250,000. All CDI grant funds, if any, that are awarded by WEDC shall be used for the qualifying aspects of the Project.

3. Privilege in the Street. A new stairway to provide emergency egress from the upper floor of the building may be required to comply with the building code after the skywalk is

removed. This stairway, if necessary, may need to encroach into the public right-of-way for the abutting alley. Therefore, the City will approve a Privilege in the Street under sec. 66.0425 of the Wisconsin Statutes for the stairway, if it is determined the stairway cannot be fully accommodated within the Property.

4. Compensation for Restroom Maintenance. The City shall provide payment to the Developer or, at Developer's option, to a tenant of the Property, to defray the cost of maintaining the public restrooms. The amount of the payment shall be equal to the City's cost of maintaining similar restroom facilities elsewhere in the City. The timing of the maintenance payments (e.g. quarterly) shall be agreed to by the City and Developer.

C. Developer's Obligations.

Developer will do the following:

1. Property Acquisition. The Developer will acquire title to the Property.
2. Building Permits/Approvals. The Developer will obtain, directly or through its agents, a building permit from the City and other permits or approvals required to complete the Project. The Project shall be constructed in accordance with all applicable federal, State of Wisconsin, County of Door, and City laws, ordinances and regulations.
3. Financing. Developer will obtain financing for the Project separate and apart from any financial arrangement outlined herein with the City of Sturgeon Bay and shall provide evidence satisfactory to the City regarding the source and sufficiency of such financing according to the Project Budget.
4. Removal of Existing Improvements within Alley Right-of-Way. Developer shall demolish and remove the skywalk and remove or fill the tunnel that currently cross the abutting public alley. The method for filling the tunnel shall be approved by the City Engineer prior to beginning work. The entrances to the skywalk and tunnel shall be properly sealed. The alley surface shall be restored to its current condition.
5. Public Restrooms. As part of the Project, the Developer will construct restrooms that shall be available to the general public. The restrooms shall be consistent with the facility described in section A.2. The design of the restrooms shall be approved by the City's Municipal Services Director prior to commencement of Project construction. The hours of operation of the restrooms shall be consistent with other public restrooms in the City unless different hours are agreed upon by the City and Developer. The public restrooms may also serve as the required restrooms for the use of tenants of the Building, provided such arrangement meets the requirements of the building code.
6. Utilities. The Developer is responsible for the installation or extension of any sanitary sewer and water facilities needed for the Project. The Developer shall be solely responsible for monthly charges for sanitary sewer, water, and electrical service for the public restrooms.

7. Completion Date. The Developer shall work diligently to complete construction of the Project so that, at a minimum, the public restrooms and the ground floor of the Building will be granted an occupancy permit by January 1, 2021. The renovations needed to occupy the basement and upper floor of the building may occur at a later date at the discretion of the Developer.

8. Cooperation with CDI Grant. If a Community Development Investment Grant is awarded by WEDC for the Project, the Developer shall cooperate with the City regarding all documentation required under the grant for receiving the funds and all reporting requirements of the grant.

9. Proof of Insurance. Before commencement of construction of the Project and thereafter during the Project, Developer shall maintain in full force and shall give evidence to the City with the same of the following insurance coverages:

a. Insurance Required of Developer. Developer shall maintain an owner's comprehensive protective liability insurance policy with personal injury limits of at least \$1,000,000.00 per occurrence, property damage limits of at least \$100,000.00 per occurrence, with aggregate coverage limits of at least \$2,000,000.00.

b. Insurance Required of Contractors. Prior to any contractor that will provide any labor or materials to the Project being allowed onto the Project Site, Developer shall have provided proof, in the form of certificates of insurance from each such contractor, including Developer to the extent it serves as a contractor of:

- (i) comprehensive protective liability insurance policy with personal injury coverage of at least \$1,000,000.00 per occurrence, property damage coverage of at least \$1,000,000.00 per occurrence, auto liability coverage of least \$1,000,000.00; and an excess umbrella of at least \$2,000,000.00.
- (ii) workers compensation insurance in amounts as required by statute.

Each insurance company providing insurance to Developer or any contractor required to provide insurance hereunder shall be licensed to do business in the State of Wisconsin and have an AM Best rating of at least A-X.

10. Reports, Information and City Inspections. Upon commencement of the Project, the Developer shall provide updates as requested by the City concerning the progress of the Project and any issues having a material effect on the Project. The City may come upon the Project Site at any time the City deems appropriate for the purpose of inspecting the Project and investigating its status and any matters that may affect the Project. The City shall endeavor to give advance notice of any such inspection to Developer, which may be verbal notice, but the failure to give such notice shall not preclude the City from making any such inspection. The City

may also discuss the status of construction with Developer's general contractor and any subcontractor, consultant or material supplier for the Project.

D. Conditions Precedent.

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

1. Zoning. Zoning of the Property must continue to allow use of the Project as currently contemplated.

2. Building Permit. At its sole expense, the Developer shall apply for and shall have received a building permit from the City, issued pursuant to City and State of Wisconsin building code requirements.

3. Financing. The Developer shall make a diligent effort to obtain and shall have obtained sufficient financing for the Project, including, without limitation, funds pursuant to the Community Development Investment Grant through the Wisconsin Economic Development Corporation.

4. No Default. There shall not exist any Default under this Agreement or any facts or circumstances that, with the giving of notice or the passage of time, would result in the occurrence of a Default.

E. Representations and Warranties of Developer.

Developer represents and warrants to the City as follows, all of which shall remain true at all times from the date of this Agreement through completion of the Project:

1. Documents True. All copies of documents, contracts and agreements which Developer has furnished to the City are true and correct in all material respects.

2. Due Organization. Developer is a limited liability company, duly formed and validly existing and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Developer is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and all other jurisdictions in which it does business.

3. Enforceable Obligations. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Developer and constitute the valid and binding obligations of Developer enforceable according to their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

4. No Violation of Law. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's organizational documents or any indenture, instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer or the Project.

5. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Project that would adversely affect the Project or Developer or the enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

6. No Default. No default, or event that, with the giving of notice or lapse of time, or both, would be a Default under this Agreement exists. Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument entered into in connection with the Project or otherwise.

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

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

9. No Material Changes. Developer will not, without City's prior written consent, materially change the scope of the Project or the uses of the Project.

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

11. Taxes. Developer has paid, and will pay when due, all federal, state and local taxes, and will promptly prepare and file returns for accrued taxes prior to any taxes becoming delinquent.

12. No Involuntary Liens. Developer will pay for all work performed and materials furnished for the Project when and as due and shall not allow the imposition of any involuntary liens upon the Property, including construction liens; provided, however, that if anyone who provides labor or materials to the Project files a lien against the Property for charges the Developer reasonably contests, the lien may remain on the Property for the period of time required of Developer, but in no event more than 45 days, to cause the lien to be removed, and Developer shall immediately provide the City with evidence of the removal of any such lien.

13. Continuing Truth of Statements. Statements of fact by Developer contained in this Agreement and statements of fact furnished or to be furnished by Developer to the City pursuant to this Agreement do not, and during the term of this Agreement, will not, contain any untrue statements of a material fact or omissions of a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.

F. Default.

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

1. Misrepresentation. Any representation or warranty made by Developer in this Agreement, or any document or financial statement delivered by Developer pursuant to this Agreement proves to have been false in any material respect as of the time when made or given; or

2. Breach of Obligations. Developer breaches or fails to timely perform or observe any of its covenants or obligations under this Agreement and such failure continues for 30 days following notice thereof from City to Developer (or such longer period of time as is necessary to cure the default as long as Developer has commenced the cure of the default within the 30-day period, is diligently pursuing the cure of the default and as long as the default is cured not later than 60 days following the notice thereof from the City); or

3. Abandonment/Delays. Construction of the Project is abandoned for more than 60 consecutive days or the Project is not completed on or before the Project Completion Date identified in Section C.7. above (subject to force majeure or other circumstances outside of Developer's control), or if any portion of the Project becomes damaged by fire or other casualty and is not repaired, rebuilt or replaced; or

4. Insolvency. Developer: (i) becomes insolvent or generally does not pay or is unable to pay, or admits in writing its inability to pay, its debts as they mature; or (ii) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or (iii) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it, and such petition, application or proceeding shall remain undismissed for a period of 90 days or Developer files an answer to such a petition or application, admitting the material allegations thereof; or (v) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or has a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver shall not be discharged within 90 days after its/his appointment; or (vi) adopts a plan of complete liquidation of its assets; or

5. Dissolution. If Developer dissolves or ceases to exist; or

6. Other Defaults. A default occurs on any indebtedness of, or loan to, Developer or a default occurs under any mortgage or other lien or encumbrance affecting the Project or the Property.

G. Remedies

1. City's Remedies. Upon the occurrence of any Default, without further notice, demand or action of any kind by the City, the City may pursue any or all of the rights and remedies available to the City at law and/or in equity and/or under this Agreement against Developer, including without limitation, the right to damages caused by any such Default and the right to specific performance by Developer. The City may also suspend performance of any of its obligations or covenants under this Agreement or terminate this Agreement without affecting any other rights conferred upon the City in this Agreement or otherwise available to the City.

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

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

H. General Obligations.

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

- a. The parties entering into a written agreement terminating this Agreement;
- b. The completion of all City obligations under Section B and all Developer obligations under Section C, provided that, by separate agreement, provision shall be made for the continuing operation and maintenance of the public restrooms by the Developer and the continuing payments by the City for such maintenance;
- c. Termination for failure of any condition under above Section D above; or
- d. Termination for a Default under Section F.

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

3. No Personal Interest of Public Employee. No official or employee of the City shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the Project or this Agreement. No official or employee of the City shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City, or for any amount that becomes due to the Developer or Developer's successors under this Agreement.

4. Limited Liability of City. The City reserves all rights to the immunity and damage limitations afforded the City by statute, including, without limitation, s.893.80 of the Wisconsin Statutes.

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

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

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

8. Miscellaneous.

- a. Except as otherwise specifically set forth herein, the respective rights and liabilities of City and Developer under this Agreement are not assignable or delegable, in whole or in part, without the prior written consent of the other party. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.
- b. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Developer, and then only to the extent specifically set forth in writing. No waiver of any requirement of this Agreement shall constitute a waiver of any other requirement of this Agreement that is not specifically identified in such waiver or of waived requirement in the future, except to the extent the present waiver so indicates.
- c. All agreements, representations, warranties, covenants, liabilities and obligations made in this Agreement and in any document delivered pursuant to this Agreement shall survive the execution and delivery of this Agreement.

- d. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or one day following deposit with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid, or (iii) upon transmission by facsimile or e-mail, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this paragraph of a change of address:

If to Developer: SBLifeIsGood, LLC
Attn: Todd Trimberger
5 Utopia Circle
Sturgeon Bay, WI 54235
Email: _____

If to the City: City of Sturgeon Bay
Attn: Mayor
421 Michigan Street
Sturgeon Bay, WI 54235
Email: DWard@sturgeonbaywi.org

With a copy to: Davis & Kuelthau, s.c.
318 S. Washington St,
Green Bay, WI 54301
Attention: James Kalny
E-Mail: jkalny@dkattorneys.com

- e. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.
- f. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wisconsin applicable to contracts made and wholly performed within such state.
- g. Any provision of this Agreement that is determined in a final, non-appealable order of the court to be unenforceable shall be considered to never have been a part of this Agreement and the remaining provisions shall continue in full force.
- h. Nothing contained in this Agreement or any other documents executed pursuant to this Agreement, shall be deemed or construed as creating a partnership or joint venture between the City and Developer or between the City and any other

person, or cause the City to be responsible in any way for the debts or obligations of Developer or any other person. Developer further represents, warrants and agrees, for itself and its successors and permitted assigns, not to make any assertion inconsistent with their acknowledgment and agreement contained in the preceding sentence in the event of any action, suit or proceeding, at law or in equity, with respect to the transactions which are the subject of this Agreement and this paragraph may be pleaded and construed as a complete bar against any assertion by or for Developer and its successors and permitted assigns, that is inconsistent with its acknowledgment and agreement contained in the preceding sentence.

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

[Signature pages follow.]

Signature Page 1 – Development Agreement
City of Sturgeon Bay/SBLifeIsGood, LLC
58 N. Third Avenue, Sturgeon Bay, WI

WHEREFORE, the parties have executed this Development Agreement effective as of the date first written above.

CITY OF STURGEON BAY

By: _____
David J. Ward, Mayor

Attest: _____
Stephanie L. Reinhardt, City Clerk

STATE OF WISCONSIN)
)ss.
DOOR COUNTY)

Personally appeared before me this ____ day of _____, 2020, the above-named David J. Ward, the Mayor of the City of Sturgeon Bay, Wisconsin, to me known to be the person who executed the foregoing agreement on behalf of the City and by its authority.

Name: _____
Notary Public, State of Wisconsin
My Commission expires: _____

STATE OF WISCONSIN)
)ss.
DOOR COUNTY)

Personally appeared before me this ____ day of _____, 2020, the above-named Stephanie L. Reinhardt, the Clerk of the City of Sturgeon Bay, Wisconsin, to me known to be the person who executed the foregoing agreement on behalf of the City and by its authority.

Name: _____
Notary Public, State of Wisconsin
My Commission expires: _____

*Signature Page 2 – Development Agreement
City of Sturgeon Bay/SBLifeIsGood, LLC
58 N. Third Avenue, Sturgeon Bay, WI*

WHEREFORE, the parties have executed this Development Agreement effective as of the date first written above.

SBLifeIsGood, LLC

By: _____
Todd Trimberger, Managing Member

STATE OF _____)
)ss.
_____ COUNTY)

Personally appeared before me this ____ day of _____, 2020, the above-named Todd Trimberger, the managing member of SBLifeIsGood, LLC, to me known to be the person who executed the foregoing agreement on behalf of that limited liability company and by its authority.

Name: _____
Notary Public, State of _____
My Commission expires: _____

This instrument was drafted by:

EXECUTIVE SUMMARY

Title: Resolution authorizing the submittal of CDI grant application for renovation of 58 N. Third Avenue project

Background: SBLifeIsGood, LLC (Todd Trimberger, Dr. Kelton Reitz) has plans to purchase the former Younkers building at 58 N. Third Avenue and extensively renovate the building. They have a purchase agreement and have completed investigation of the building and cost estimates. Financial assistance is being requested due to the high cost of bringing the building up to modern standards and other complexities.

The Community Development Investment (CDI) Grant Program is run through the Wisconsin Economic Development Corporation (WEDC). The goal of the CDI Grant Program is to incentivize primarily downtown community development in the state of Wisconsin. It supports urban, small city and rural community redevelopment efforts by providing financial incentives for shovel-ready projects with emphasis on, but not limited to, downtown community-driven efforts. Funded activities should lead to measurable benefits in job opportunities, property values and/or leveraged investment by local and private partners. Grants of up to \$250,000 are available.

The applicant must be a municipality. The developer has requested that the City apply for the CDI grant on its behalf. A resolution authorizing the submittal of the CDI grant application must be adopted for the City to submit the grant.

Fiscal Impact: Other than staff time to put together the grant application, there is no cost to submit the application. If the grant is awarded and the project moves forward, it will be financed by a combination of the grant, developer equity, and a bank loan to the developer. The City would simply act as a pass-through agency for the grant funds.

In addition, if the development agreement between the City and SBLifeIsGood, LLC is approved by the Council, the City would contribute \$125,000 to the project. Those funds would go toward public restroom facilities and removal of the tunnel and skywalk that cross the public alley. The development agreement is a separate agenda item.


Conclusion/Recommendation: The renovation of the former Younkers building at 58 N. Third Avenue is a catalytic project with tremendous benefits to the downtown. The project fills a glaring gap in the retail corridor and is consistent with the Comprehensive Plan. The grant will leverage approximately \$1 Million in investment at this key location. The project also helps the City to accomplish its goal of providing new public restroom facilities in the downtown. Therefore, the recommendation is to approve the resolution authorizing the submission of the CDI grant application on behalf of SBLifeIsGood, LLC's project.

Prepared by:


Martin Olejniczak
Community Development Director

4-1-2020
Date

Reviewed by:


Josh Van Lieshout
City Administrator

April 1, 2020
Date

RESOLUTION # _____

A RESOLUTION AUTHORIZING THE SUBMITTAL OF A COMMUNITY
DEVELOPMENT INVESTMENT GRANT APPLICATION FOR THE RENOVATION
OF PROPERTY AT 58 NORTH THIRD AVENUE PROJECT

WHEREAS, the City of Sturgeon Bay, WI proposes to submit an application to the Wisconsin Economic Development Corporation for funding through the Community Development Investment (CDI) Grant Program; and,

WHEREAS, the application will request funding for the renovation and rehabilitation of the property located at 58 N. Third Avenue (former Younkers) project; and

WHEREAS, the project includes the elimination of belowground and aboveground obstructions in the public alley abutting the property and also includes the construction of public restroom facilities; and

WHEREAS, all matching funds required for the project by the City of Sturgeon Bay will come funds already included in the 2020 budget for the City of Sturgeon Bay, with all other required matching funds being the responsibility of the property owner; and

WHEREAS, there is no limit to the number of CDI grant applications that can be submitted by a municipality and the City can still apply for additional grants on behalf of other projects or development in this current year or subsequent years.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF STURGEON BAY, WISCONSIN: That the Mayor is authorized to submit a CDI Program grant application to the Wisconsin Economic Development Corporation on behalf of the Renovation of Property at 58 North Third Avenue project.

PASSED AND ADOPTED by the Common Council of Sturgeon Bay, Wisconsin on this ____ day of April, 2020.

David J. Ward, Mayor

ATTEST:

Stephanie Reinhardt

City Clerk


**WISCONSIN ECONOMIC
DEVELOPMENT CORPORATION**
COMMUNITY APPLICATION
SECTION I-APPLICANT INFORMATION

Legal Entity: ☒City ☐Town ☐Village ☐County ☐Tribal Entity ☐Nonprofit (Attach copies of IRS documents showing acceptance of Federal Tax Exempt Status) ☐Other Governmental Unit

Legal Name: City of Sturgeon Bay

Trade Name:

Mailing Address: 421 Michigan Street

City, State, Zip: Sturgeon Bay, WI 54235

FEIN: 39-6005627 **DO NOT ENTER SSN**
(Federal Employee Identification Number – Tax ID or Social Security Number)

NAICS: 921120 – Legislative Bodies

Fiscal Year End Date: 12/31/2020

Check box if W-9 is attached to the application ☒

Website URL: <http://www.sturgeonbaywi.org/>

Phone: (920) 746-2900

Chief Elected Official: David J. Ward

Title: Mayor

Phone: (920) 746-2900

Email: sbmayor@sturgeonbaywi.org

CONTACT

Local Government Contact: Josh Van Lieshout

Title: City Administrator

Email: jvanlieshout@sturgeonbaywi.org

Phone: (920) 746-6905

Mailing Address: 421 Michigan Street

City, State, Zip: Sturgeon Bay, WI 54235

Non-Government Contact: Todd Trimberger

Title:

Email: toddsbdc@gmail.com

Phone: (920) 655-2610

Mailing Address: 5 Utopia Circle

City, State, Zip: Sturgeon Bay, WI 54235

Contracting Contact: Martin Olejniczak

Title: Community Development Director

Email: molejniczak@sturgeonbaywi.org

Phone: (920) 746-6908

Mailing Address: 421 Michigan Street

City, State, Zip: Sturgeon Bay, WI 54235

SECTION II-INFORMATION ON LEGAL PROCEEDINGS

Has the applicant been involved in a lawsuit in the last 5 years?

☒Yes ☐No

Has the applicant been involved in a bankruptcy or insolvency proceeding in the last 10 years, or are any such proceedings pending?

☐Yes ☒No

Has the applicant been charged with a crime, ordered to pay or otherwise comply with civil penalties imposed, or been the subject of a criminal or civil investigation in the last 5 years?

☐Yes ☒No

Does the applicant have any outstanding tax liens?

☐Yes ☒No

Please attach a detailed explanation of any YES responses.

SECTION III-STATE REQUESTS FOR BID OR PROPOSAL

Are you aware of any State of Wisconsin request(s) for bid or request(s) for proposal to which the applicant intends to respond, or to which the applicant has recently responded?

☐Yes ☒No

If yes, please provide the following:

- Identify the bid or request for proposal (e.g., bid number, or general description or title).**
- Identify the state agency or public entity to which you are submitting the bid or proposal.**
- Explain the status of the bid or proposal (e.g., recently submitted; considering submission; in current negotiations).**

Please note that if you answer "yes" WEDC may not be able to discuss potential financial assistance until the request for bid or request for proposal process has been completed.



**WISCONSIN ECONOMIC
DEVELOPMENT CORPORATION**
CERTIFICATION STATEMENT

THE APPLICANT CERTIFIES TO THE BEST OF ITS KNOWLEDGE:

1. The information submitted to the Wisconsin Economic Development Corporation (WEDC) in this application, and subsequently in connection with this application, is true and correct.
2. The applicant is in compliance with applicable laws, regulations, ordinances and orders applicable to it that could have an adverse material impact on the project. Adverse material impact includes lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory action by a governmental entity or inadequate capital to complete the project.
3. The applicant is not in default under the terms and conditions of any grant or loan agreements, leases or financing arrangements with its other creditors that could have an adverse material impact on the project.
4. WEDC is authorized to obtain background checks including a credit check on the applicant and any individual(s) with 20% or more ownership interest in the applicant company.
5. The applicant has disclosed, and will continue to disclose, any occurrence or event that could have an adverse material impact on the project.

THE APPLICANT UNDERSTANDS:

1. This application and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, §19.31 et seq. The applicant may mark documents "confidential" if the documents contain sensitive information.
2. Submitting false or misleading information in connection with an application may result in the applicant being found ineligible for financial assistance under the funding program, and the applicant or its representative may be subject to civil and/or criminal prosecution.
3. Authorization to Receive Confidential Information. The applicant hereby authorizes the Wisconsin Economic Development Corporation ("WEDC") to request and receive confidential information that the applicant has submitted to, including any adjustments to such information by, the Wisconsin Department of Revenue ("DOR") and the Wisconsin Department of Workforce Development ("DWD"), and to use such information solely for the purposes of assessing the applicant's performance for the duration of the economic development project and ensuring that WEDC is properly administering or evaluating economic development programs. With regard to the information contained in the DWD unemployment insurance files, WEDC may access the following for the 8 most recent quarters: the quarterly gross wages paid to the applicant's employees; the monthly employee count; and the applicant's FEIN, NAICS code, and legal and trade names. The applicant also authorizes WEDC to share information submitted to WEDC by the applicant with the DOR and DWD and to redisclose to the public the information received from the DOR and DWD used to evaluate the applicant's performance under their specific economic development program and the impact of WEDC economic development programs. Records exempted from public records law by Wis. Stat. § 19.36(1) will be handled by WEDC in accordance with that law.

☒ **Yes** ☐ **No** I certify that incentive assistance is needed to ensure this project will happen in Wisconsin. Please provide details below:

Signature: David Ward Date: 04/01/20
(Authorized Representative of Applicant Organization)

Printed Name: David Ward

Title: Mayor

Applicant Organization Name: **City of Sturgeon Bay**


**WISCONSIN ECONOMIC
DEVELOPMENT CORPORATION**
COMMUNITY DEVELOPMENT INVESTMENT
SECTION A-REDEVELOPMENT NARRATIVES

Reference Required Supporting Documentation as needed	Included ✓	Attachment #
1. Project Description and Impact on Community (three-page limit): <ol style="list-style-type: none"> Describe the project, its implementation and the significance of this project to the community. Describe any public/private partnerships developed and the extent to which the applicant can ensure that all of the activities outlined within this application will be undertaken. (e.g., capacity of applicant and partners, conditions of loan agreements, status of development agreements, etc.) Which eligible activity/ies does this project fall under? <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Building renovation <input type="checkbox"/> Historic preservation <input type="checkbox"/> Demolition <input type="checkbox"/> Professional services (planning request only) </div> <div> <input type="checkbox"/> New construction <input type="checkbox"/> Infrastructure reinvestment </div> </div> Describe the potential of the project to enhance the economic viability of the community (e.g., tax base growth, job creation, stimulation of private investment). The response should detail the potential for both temporary and permanent jobs at the project site as well as the potential for job creation to occur in the area. To the extent possible, provide detail on the potential types of jobs, wage rates and health benefits associated with the jobs that are identified. Describe the potential for the project to promote economic development in the neighborhood, community, county and/or region. Describe the potential for the project to act as a catalyst for additional commercial development or investment. 	<input checked="" type="checkbox"/>	A1
2. Financial Justification (two-page limit): <ol style="list-style-type: none"> Describe the various methods that will be used to fund the project and include the progress of establishing or receiving funds. Describe the financial need for grant funding that cannot be met through private sector sources (e.g., traditional financing, equity investment or donor support), public sector support (e.g., RLF financing, TIF financing, and public borrowing) or a reduction in the scope of the project. 	<input checked="" type="checkbox"/>	A2
3. Previous Planning Efforts (two-page limit): <ol style="list-style-type: none"> The extent to which this project is included in and/or complements previous regional or municipal planning efforts (please reference section and page numbers of the plan). The extent to which the project supports best practices for smart growth and best practices for downtown redevelopment, and the extent to which it has community-wide support. 	<input checked="" type="checkbox"/>	A3
4. Readiness to Proceed (two-page limit): <ol style="list-style-type: none"> Describe past and planned project activities, with timelines. Include the planning process, site control, environmental condition and a project implementation schedule. Provide detailed descriptions of property transactions intended to 	<input checked="" type="checkbox"/>	A4

occur over the next 5 years.		
c. Describe financing commitments and any contingencies that apply.		

SECTION B-SITE DETAILS		
Location: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village: Sturgeon Bay	County: Door	
Street Address: 58 N. Third Avenue	Project NAICS: 442299 Home Furnishings	
Site Size (Acres): 0.27 acres	Current Zoning: C-2 Central Business District	
Proposed Zoning: C-2 Central Business District	Current Assessed Value: \$540,500	
Projected Assessed Value: \$1,220,000	Current Owner of Property: S & B Detrick Ltd	
Start Date: 5/1/2020	End Date: 9/30/2020	
Project Description: Explain any other factors that should be considered in evaluating this project (e.g., impact on Wisconsin suppliers, national/international sales, and other prospects for future expansions, etc.) Renovation of existing vacant building (former Younkers store) to house expansion of existing locally owned home furnishings retail store and other retail businesses. The renovated building will also contain public restrooms. See project narrative for details and additional information.		
Is the project located in a TID? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If yes, creation date:
Is the project located in a disaster area, as declared by state or federal authorities? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, was the declaration within 24 months prior to submitting an application? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, date of declaration:		
Does the applicant or end user currently own the property on which work is to occur? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If no, how do you have or expect to obtain ownership or access to the property? <small>Click here to enter text.</small>		
<input type="checkbox"/> Condemnation	Timeframe:	
<input type="checkbox"/> Tax Delinquency	Timeframe:	
<input checked="" type="checkbox"/> Purchase (attach purchase agreement or option)	Timeframe: 4/10/2020	
<input type="checkbox"/> Development Agreement	Timeframe:	
<input type="checkbox"/> Other:	Timeframe:	
If applicant will not own the property, what entity will/does? SBLifelsGood, LLC		
Current Site Ownership: S & B Detrick Ltd	Phone:	Email: troydetrick@gmail.com
Final Site Ownership: SBLifelsGood, LLC	Phone: (920) 655-2610	Email: toddsbdc@gmail.com
Will the current owner, or applicant expecting to obtain ownership, remain the legal owner of the project site for 5 years following receipt of the award? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

SECTION C-REQUIRED SUPPORTING DOCUMENTATION		
Please include the following attachments:	Included ✓	Attachment #
1. Resolution: A signed resolution by the governing elected body authorizing the submittal of an application to the CDI Grant Program.	<input checked="" type="checkbox"/>	C1
2. Map: A map indicating the project location within its municipal jurisdiction and any specially designated federal, state or local economic or taxation zone encompassing the project site; photographs of the site and surrounding area	<input checked="" type="checkbox"/>	C2
3. Budget Narrative: A narrative describing each line item included in the project budget	<input checked="" type="checkbox"/>	C3
4. Cost Estimates: A detailed copy of any cost estimates or bidding conducted for costs listed in the project budget, or a detailed explanation of the basis for all costs	<input checked="" type="checkbox"/>	C4
5. Development Agreement: A copy of any applicable development agreement with private parties benefiting from project implementation (if not yet signed, a signed copy must be submitted prior to first disbursement)	<input checked="" type="checkbox"/>	C5
6. Financing Commitments: Documentation that demonstrates the success of obtaining financing (e.g., commitment letters from lending institutions, municipal resolutions for financing or TID creation); must be submitted prior	<input checked="" type="checkbox"/>	C6

to first disbursement		
7. Organization: A chart illustrating the ownership, development and financing organization structure of the project, naming all entities committed at the time of submission and showing ownership percentages for any individual or entity involved. For any committed end users or partners having any ownership in the property, provide a history of the individual or company's operations with resumes detailing relevant experience and involvement, and percentage of ownership if applicable.	<input checked="" type="checkbox"/>	C7
8. Statements from community, public and community development leaders that support the project proposed for funding	<input checked="" type="checkbox"/>	C8

SECTION D-REAL ESTATE PRO FORMA INFORMATION (if applicable)

1. What is the market rate for triple net* rent in the project's market?	\$7.00-\$8.00 depending upon specific level of building
2. What is the project's average triple net rent?	\$7.15
3. If the project's rent is less than general market conditions, please provide an explanation of why: N/A	
4. How much equity is the development entity investing in the project?	\$257,000
5. What is the anticipated vacancy rate?	15%
6. How much debt can the project service at what rate and term with what minimum debt coverage ratio? \$810,000 at an interest rate of 4.5% with 1.15 debt service coverage ratio	
7. What is the average rate of return for the first five years of the project once the building is placed in service? 8.437% a. Please define the formula utilized to determine the rate: See attachment D b. If the project does not provide a return on investment, please explain how the development entity anticipates covering the costs associated with the development:	

* Triple net rent is the base rent that does not include any utility, common area, maintenance, insurance or taxes.

Community Development Investment Grant Application

Section II – Information on Legal Proceedings

Explanation of Legal Proceedings – City of Sturgeon Bay

The City of Sturgeon Bay, like most municipalities, regularly becomes involved in lawsuits over municipal matters. Over the last five years there have been several lawsuits. These typically involve property maintenance enforcement whereby the City is seeking court action regarding clean-up or maintenance of specific private properties, litigation regarding disputes over contracts that the City is a party to, and courts appeals of real property assessments. The City of Sturgeon Bay was also involved in a lawsuit involving the ordinary high water mark on City-owned waterfront property. That lawsuit has been resolved. None of the recent lawsuits has any direct impact on the project to renovate the property at 58 N. Third Avenue that is the subject of this CDI grant application.

If the Wisconsin Economic Development Corporation wants a complete listing of litigation over the last five years, it will be provided upon request.

Explanation of Legal Proceedings – SBLifelsGood, LLC

There are no lawsuits involving or relating to SBLifelsGood, LLC.

Community Development Investment Grant Application

Renovation of Property at 58 N. Third Avenue

Section A – Redevelopment Narratives

Part 1 - Project Description and Impact on Community

The project that is the subject of this CDI grant application is the renovation and rehabilitation of the property located at 58 N. Third Avenue in the City of Sturgeon Bay. This site is located in the heart of the City's downtown and is the former Younkers department store. The project involves rehabbing and reoccupying this existing vacant building. It also involves the creation of public restrooms.

The subject site is located at the corner of N. Third Avenue and Louisiana Street. This particular property has been the epicenter of commerce for well over 100 years. In 1880 A.W. Lawrence, a notable early business leader in Sturgeon Bay, established a large general store on the site. The business became the L.M. Washburn Company in 1902.

A fire in 1935 destroyed the original building, but a new mercantile building soon replaced it. This building remains today. The business was then sold to the H.C. Prange Company. Prange's operated the store until 1994, when it was sold to Younkers. In 2018 Younkers closed all of its stores, including the Sturgeon Bay one, due to bankruptcy. The building has not been occupied since as the current owner, S & B Detrick Ltd, decided to list it for sale.

The building is 78' x 140' for a footprint of 10,920 square feet. There is a full basement that has historically been used for retail and also a partial second floor of 6,240 square feet. Thus, the total floor area is 28,080 square feet, making it the largest retail building in downtown Sturgeon Bay. But there has been considerable deferred maintenance and at 85 years of age, the building does not comply with modern building codes. Considerable renovation is required to return the building to its prior status as the cornerstone of commerce in Sturgeon Bay.

The prospective buyer/developer is SBLifelsGood, LLC. The intention is to rehabilitate and upgrade the building. Todd Trimberger and Dr. Kelton Reitz are the sole owners/directors of the LLC. They have a sales agreement (attached) to purchase the property. Mr. Trimberger is the long-time owner of Bliss, a successful upscale home furnishings store that opened in 2001 on Jefferson Street in Sturgeon Bay. The current store has about 2,000 square feet. The plan is to expand the business by relocating to the Third Avenue building.

The renovated building will have a total of 20,070 square feet of leasable space. Bliss will occupy the majority of the main floor, thereby anchoring a new retail center. There would be space for additional retail businesses and related uses in the lower and upper levels and a portion of the main floor. Mr. Trimberger and Dr. Reitz are also actively pursuing tenants for the space not needed by

Bliss. The final buildout of the basement and second floor is contingent on the needs of the tenants and is not included in this grant project.

There are several reasons why financial assistance, including the requested CDI grant, is needed for this project to reach fruition. The City has worked closely with the developer and has reached agreement on a joint public/private project to address the issues. The draft of the development agreement is included with this CDI grant application.

The first reason is that in addition to basic construction issues such as reroofing and HVAC upgrades, the building has accessibility problems that need to be overcome. These include the need for an elevator and new interior stairwell to allow full use of the upper and lower levels of the structure. The total construction cost for this grant project is estimated at \$1,177,000. This work completes the main floor and the mechanicals and access improvements for the other floors (but not full buildout of those floors). The significant construction costs have made this project unfeasible under normal circumstances. The fact that this prominent building has remained unsold and vacant for so long, despite a reasonable list price, attest to the difficulty in reusing the space. It has become apparent that financial assistance is required for a developer to bring the building up to code.

A second issue is that the only restrooms are located in the back of the basement and are not handicapped accessible. To address this concern, the City and the developer have reached an agreement to include public restrooms within the building. The City will contribute \$100,000 of budgeted funds toward the construction of new joint public-private restroom facilities on the main floor. This amount equates to the estimated cost for the restrooms. If the cost is less, the remaining funds can be put toward the rest of the renovation project. If the cost is more, the developers are obligated to cover it. Such restroom facilities would be signed and easily accessible from Louisiana Street, thereby creating much needed code-compliant public restrooms for the downtown region. They also would serve Bliss and other businesses within the building. Long-term maintenance of the facility is covered within the agreement. Thus, the project solves the restroom problem for both public and private use.

A third issue relates to a tunnel and a skywalk that lead from the 58 N. Third Avenue building to the building across the alley at 339 Louisiana Street. When Younkers, and Prange's prior to that, operated the department store, the building at 339 Louisiana Street was used for offices and warehousing supporting the store. The tunnel and skywalk provided convenient access between the two buildings. But these connections are now obsolete and in rough shape. Furthermore, the skywalk is an obstruction for travel and surface utilities, while the tunnel hampers maintenance of the alley and limits the ability to install underground utilities.

The solution is to remove these connections, which would benefit both the property owner and the City. But this is an expense that most building renovations do not have. The additional cost is exacerbated by the need to construct a new interior exit from the upper level to the street after the

skywalk is removed in order to provide a required emergency egress from the upper level of the building. Therefore, the developer needs financial assistance with this aspect of the project as well. Under the proposed development agreement, the City contributes \$25,000 toward the project, which covers the majority of the \$32,000 estimated cost for removing those obsolete connections.

The proposed project will have considerable positive impact on the community. Sturgeon Bay's downtown is centered on a five block stretch of Third Avenue between Jefferson Street and Oregon Street. This traditional "Main Street" is remarkably intact and retains its historic character. Most of this stretch is within the Third Avenue Historic District, which is listed on the state and national registers of historic places. The downtown businesses continue to serve both the residents of, and visitors to, Sturgeon Bay.

By renovating and reoccupying 58 N. Third Avenue a huge hole in the downtown is closed, literally and figuratively. The site has long been the focal point for commerce. Not only will the project fill a long vacant building, it will alleviate the sense of loss felt by the City's citizens when Younkers closed its doors. The renovation of the existing building also ensures that the architectural fabric of the historic district is not adversely altered. Given the challenges of renovating and reoccupying this building, there is a real danger of its demolition. A vacant lot, or even a new replacement building, would change the character of the historic and intact nature of the district. The CDI grant ensures that the current building will remain.

The project allows a successful small local business to expand. The expanded offerings of home furnishings sold by Bliss will help to offset the loss of the home furnishings department of the Younkers store. In addition, the project creates opportunities for other small businesses. The subject building has proven to be extremely difficult to be filled with a single use or business. The proposal to create space for multiple businesses anchored by Bliss is an effective solution that will catalyze additional commercial investment to the benefit of the downtown.

With the increase in business comes a retention and increase of jobs. Bliss will retain its current 5 jobs (FTE) and anticipates adding 2 jobs (FTE) once the move is complete. According to the Bureau of Economic Analysis the construction spending will support over 20 one-time jobs. The number of jobs due to other business in the building is unknown, but estimated at 5-10.

The renovation will increase the local property tax base. With the loss of Younkers as tenant, the assessed value has already been reduced by over 30%. The project will undoubtedly increase the value beyond the former value and likely add more than \$650,000 to the tax roll.

Finally, the public restrooms have long been a goal of the City and the business district. The plan establishes this needed facility at a convenient location in the heart of downtown. The benefit to the visitors and patrons is immeasurable.

The project is an excellent example of public-private collaboration on a catalytic project.

Community Development Investment Grant Application

Renovation of Property at 58 N. Third Avenue

Section A – Redevelopment Narratives

Part 2 – Financial Justification

Funds for completing the project will come from several sources. The financing plan leverages public funds and grants with private loans and developer's equity.

The entire project is estimated to cost \$1,434,000. This includes the purchase of the property and the fees for surveying, environmental investigation, legal, and other professional services. Those costs are not grant eligible. The construction portion of the project is expected to cost \$1,177,000.

The costs are covered in the following manner:

- **Developer Equity** – SBLifelsGood, LLC (developer) will invest \$257,000, which is equal to the cost of the property purchase and the various professional fees incurred. This figure is equal to 17.9% of the overall project costs.
- **City Funds** – Under the proposed development agreement with SBLifelsGood, LLC the City will contribute \$125,000 to the project. This figure is intended to cover the removal of the building connections within the alley and the public restroom facilities. This figure is equal to 10.6% of the construction costs and 8.7% of the overall project costs. The development agreement is slated to be approved by the Common Council in April.
- **Bank Financing** – Nicolet National Bank will provide financing of \$802,000. This amount is intended to go toward the renovation of the building. It equals 68.1% of the construction portion of the project and 55.9% of the overall project costs. An initial financing commitment has been issued by Nicolet National Bank. A formal loan commitment will be made upon final approval of the city and WEDC funding for the project and appraisal of the project.
- **CDI Grant** – The Community Development Investment grant of \$250,000 will be used for the renovation costs of the building, an eligible expense. The grant 21.2% of the eligible cost of the project and is less than the maximum 25% allowed under the grant program. The figure is 17.4% of the overall costs of the project.

There is a financial need for the \$250,000 grant. This construction project includes specific aspects that benefit the entire building, such as reroofing, HVAC upgrades, and installation of an elevator, employee break room, and other elements. But this phase of the project will only

result in retail occupancy of the first floor. Future phases of construction will allow for complete use of the entire building. If the project needs to be reduced in scope such as eliminating the elevator, it will result in aspects that are needed for ultimate full occupancy not being completed. Such reduction essentially ensures that future phases will not occur. The costs of creating a code compliant building for full utilization will be more than the additional revenue from such space can justify.

In addition, the bank financing is limited to the amount shown in the budget worksheet. Without the CDI grant there will be shortfall in the funds needed to complete the project.

The City is willing to invest in this project because of the benefit of having that iconic building filled once again with retail uses and because of the joint benefits the project provides to the public and private sectors. But the fact remains that renovating an 85-year old building is an enormous undertaking. In today's retail environment it is increasingly difficult to find a developer willing to invest the funds that this project requires. The project and financing discussed above represents a sound plan. The awarding of the CDI grant is justified.

Community Development Investment Grant Application

Renovation of Property at 58 N. Third Avenue

Section A – Redevelopment Narratives

Part 3 - Previous Planning Efforts

The City of Sturgeon Bay has not created a plan specific to the “former Younkers building” at 58 N. Third Avenue. But the principles for the overall downtown area under the existing Sturgeon Bay Comprehensive Plan support the proposed project. On page 9-28 the City’s plan contains the goal to “protect and enhance the Downtown area as the primary mixed-use commercial, civic, and recreation/entertainment core.” To further this goal, the plan recommends to “continue to support the presence of a strong mix of uses” and to “identify key projects to spur continued investment in the downtown.” The proposed project is squarely in line with those objectives.

The City is in the process of updating its Comprehensive Plan, with adoption expected in summer 2020. As part of this current planning effort, a community survey was used to gauge public opinion on certain planning matters, including the future of the “former Younkers building” at 58 N. Third Avenue. The survey asked whether the building should be renovated and reused or demolished and the site redeveloped.

The survey respondents overwhelmingly supported renovation and reuse. Of the 183 responses, 111 (61%) preferred to keep and renovate the building. There were 28% that supported redeveloping a new building at the site, while lesser number of people wanted to demolish the building for parking (2%) or for green space (9%). Thus, the developers plan to renovate is clearly supported by the community.

The survey for the Comprehensive Plan update also asked the community to list their preferred future use of the renovated or redeveloped building. The responses indicate that a wide variety of uses are acceptable to the citizens of Sturgeon Bay. Apparel/clothing store was cited the most, but furniture/home goods came in third, just one vote behind indoor entertainment facility. The developer’s plan for home goods store to be the anchor use with other complementary businesses fits into the survey results very well.

The project supports smart growth practices and downtown redevelopment. It refurbishes and reoccupies a marquee building in the heart of downtown, thereby maintaining the health of the downtown area. The project takes advantage of existing utilities and requires no new transportation improvements. It does not contribute to sprawl.

*This attachment is an
excerpt from the land use
chapter of the Sturgeon
Bay Comprehensive Plan*

DISTRICTS

Downtown

Goal 1: Protect and enhance the Downtown area as the primary mixed-use commercial, civic, and recreation/entertainment "core."

→ Objective 1.1: Continue to support the presence of a strong mix of uses (retail, service, residential, tourist, transient and permanent housing, recreational, institutional, and governmental).

Objective 1.2: Continue to support the Downtown Main Street program and business associations in collaborative efforts which meet community needs and capitalize on opportunities in the Downtown.

→ Objective 1.3: Identify key projects to spur continued investment in the downtown.

Objective 1.4: Ensure adequate and accessible circulation and parking to and within the downtown district.

Objective 1.5: Consider senior housing when developing mixed-use projects downtown.

Objective 1.6: Encourage the conversion of one-way streets to two-way streets to improve way finding in the Downtown.

Objective 1.7: Incorporate sustainable building and stormwater techniques into redevelopment projects.

Policy 1.1: Provide sufficient, shared, and accessible parking for both customers and merchants.

Policy 1.2: Develop streetscape improvement programs which uniquely define the downtown from adjacent residential neighborhoods.

Policy 1.3: Redevelop the underutilized parcels on the west side to integrate both open space features and mixed-uses.

Policy 1.4: Emphasize retail uses, particularly along 3rd Avenue on the east side of Downtown and Madison Avenue on the west side of Downtown.

Community Development Investment Grant Application

Renovation of Property at 58 N. Third Avenue

Section A – Redevelopment Narratives

Part 4 - Readiness to Proceed

This project can be started in a matter of days – not weeks or months. Pending the approval of the CDI grant, the developer plans to begin renovation as soon as possible. In order to take advantage of the busy Door County Autumn and Christmas shopping seasons, Bliss has a target move in date of October 1st, 2020.

The developer has a purchase agreement with the current building owner. The closing is tentatively set for April 10, 2020. Hence, the site is controlled and the project can begin in a timely fashion.

As part of the developer's due diligence an environmental assessment was completed by Robert E. Lee & Associates. The conclusion of the report stated: *"This assessment has revealed no direct evidence of recognized environmental conditions in connection with the Property. No additional investigation is recommended to evaluate the environmental condition of the Property."* The full report is available upon request.

The City and developer have worked together on a development agreement to specify the obligations of each party for this project. The draft agreement is attached and is expected to be approved by the Sturgeon Bay Common Council at its next Council meeting.

The developer has selected a general contractor to perform the renovation work. It is Bayland Buildings, Inc., an experienced Wisconsin based commercial builder. Bayland has already examined the building, conducted an asbestos abatement inspection, developed preliminary budget, and is working on formal building plans to be reviewed for building code compliance.

Construction work is anticipated to begin by late May, 2020. Occupancy of the main floor of the building, including the public restroom facilities, is scheduled for late September, 2020. The final renovation of the basement level and the second floor is dependent on securing tenants for those spaces and is not expected to be completed until 2021. But offices and breakroom on the second floor, along with meeting overall building code requirements for ingress/egress and accessibility are part of the current project.

Other than closing on the property acquisition, no property transactions are expected over the next five years. The developer intends to continue to own the entire building for the foreseeable future. An easement or lease arrangement with the City might be needed for the continued operation of the public restroom facilities. But that is the only expected property transaction impacting the subject property.

The developer has secured an initial financing commitment from Nicolet National Bank. With the financial assistance from the City, the Community Development Investment Grant from WEDC, and private equity from the developer, there will be sufficient funds to complete the tasks in the budget narrative. This includes the public restrooms and occupancy of the main floor of the building. Completion of further phases of the project, i.e. the final buildout of the basement and second floor levels, are dependent upon securing tenants.

Attachment B
Purchase Agreement for 58 N. Third Ave.

Approved by the Wisconsin Real Estate Examining Board
03-1-12 (Optional Use Date) 07-1-12 (Mandatory Use Date)

Page 1 of 9, WB-15

WB-15 COMMERCIAL OFFER TO PURCHASE

1 ~~LICENSEE DRAFTING THIS OFFER ON~~ ~~DATE IS (AGENT OF BUYER)~~
2 ~~(AGENT OF SELLER/ LISTING BROKER) (AGENT OF BUYER AND SELLER) (STRIKE THOSE NOT APPLICABLE)~~
3 **GENERAL PROVISIONS** The Buyer, SB Life Is Good LLC, a Wisconsin limited liability company
4 _____, offers to purchase the Property known as [Street Address] 339 Louisiana Street
5 and 58 North Third Avenue In the City _____
6 of Sturgeon Bay County of Dor _____, Wisconsin
7 (Insert additional description, if any, at lines 109-115 or 277-288 or attach as an addendum per line 479), on the following terms:
8 ■ **PURCHASE PRICE:** Two Hundred Thirty-seven Thousand and no/100
9 _____ Dollars (\$ 237,000.00).
10 ■ **EARNEST MONEY** of \$ 10,000.00 _____ accompanies this Offer and earnest money of \$ _____ will be
11 mailed, or commercially or personally delivered within seven (7) days of acceptance to ~~listing broker or~~
12 Peninsula Title Company trust account as agent for First American Title Co., Inc., 1242 Green Bay Rd., Sturgeon Bay, WI 54235.
13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer.
15 ~~not excluded at lines 20-22, and the following additional items:~~ _____
16 _____
17 _____
18 All personal property included in purchase price will be transferred by bill of sale or N/A.
19 _____
20 ■ **NOT INCLUDED IN PURCHASE PRICE:** N/A.
21 _____
22 _____
23 **CAUTION:** Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded
24 by Seller or which are rented and will continue to be owned by the lessor.
25 **NOTE:** The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.
26 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.
27 **CAUTION:** Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from
28 acceptance provide adequate time for both binding acceptance and performance.
29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
30 March 23, 2020 _____ ~~Seller may keep the Property on the market and accept~~
31 ~~secondary offers after binding acceptance of this Offer.~~
32 **CAUTION:** This Offer may be withdrawn prior to delivery of the accepted Offer.
33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS OFFER ONLY IF
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.
35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a
36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.
37 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.
38 Seller's recipient for delivery (optional): Troy Detrick, with a copy to John B. Kuhn
39 Buyer's recipient for delivery (optional): Todd Trimmerger, with copy to Attorney James R. Smith
40 ☐ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
41 Seller: (_____) Buyer: (_____)
42 ☒ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
44 line 47 or 48.
45 ☒ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
47 Delivery address for Seller: 221 Main St., Ste. 1645, Los Altos, CA 94022.
48 Delivery address for Buyer: 5 Utopia Circle, Sturgeon Bay, WI 54235 *(cont'd on Line 111)
49 ☒ (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54, if this is a
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
52 electronic signatures in the transaction, as required by federal law.
53 E-Mail address for Seller (optional): troydetrick@gmail.com with a copy jkuhn@boerke.com
54 E-Mail address for Buyer (optional): toddabdc@gmail.com with copy to jsmith@pinkertlawfirm.com
55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery
56 to, or Actual Receipt by, all Buyers or Sellers.

57 **(PROPERTY CONDITION REPRESENTATIONS)** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge
 58 of Conditions Affecting the Property or Transaction (lines 104-115) other than those identified in Seller's disclosure report dated =====
 59 and Real Estate Condition Report, if applicable, dated ===== which was/were received by Buyer prior to Buyer
 60 signing this Offer and which were made a part of this offer by reference to ~~COMPLETE DATES OR STRIKE AS APPLICABLE~~ and

61
 62 ~~INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).~~

63 **CAUTION:** If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §
 64 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited; sales exempt from the real
 65 estate transfer fee; and sales by certain court-appointed fiduciaries (for example, personal representatives who have never occupied
 66 the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.

67 **(CLOSING)** This transaction is to be closed no later than 4/10/2020 in escrow at Peninsula Title Co., 1242 Green Bay Rd., Sturgeon Bay, WI, as agent for
 68 First American Title Co., Inc., and time is not of the essence at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

71
 72 **CAUTION:** Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

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

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

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

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

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

80 ☐

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

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

*(from Ln. 90) as is

89 **(OCCUPANCY)** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 100-115
 90 or 277-288 or in an addendum attached per line 470. At time of Buyer's occupancy, Property shall be in "broom swept" condition and free of all
 91 debts and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.

92 Occupancy shall be given subject to tenant's rights, if any. "As is" condition for occupancy of the Property upon closing means in its now***

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

95 **Seller warrants that the Property is not leased.**

96 ~~Insert additional terms, if any, at lines 109-115 or 277-288 or attach as an addendum per line 470.~~

97 ☐ **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within
 98 _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security
 99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

100 **(RENTAL WEATHERIZATION)** This transaction (is) (is not) ~~STRIKE ONE~~ exempt from Wisconsin Rental Weatherization Standards (Wis. Admin =
 101 Code Ch. SPS-367). If not exempt, (Buyer) (Seller) ~~STRIKE ONE~~ (Buyer if neither is strik(en)) shall be responsible for compliance, including all
 102 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at
 103 closing =

104 **(TIME IS OF THE ESSENCE)** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of
 105 closing; (5) contingency Deadlines ~~STRIKE AS APPLICABLE~~ and all other dates and Deadlines in this Offer except: **none other**

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

109 **(ADDITIONAL PROVISIONS/CONTINGENCIES)** 1. Tax parcel numbers of the Property are: 281-10-85141102 and
 110 281-10-85140201.

111 2. (cont'd from Line 48) with a copy to Attorney James R. Smith, 454 Kentucky Street, Sturgeon Bay, WI
 112 54235.

113 3. The property is being sold in "as is" condition with no warranties or representations from Seller.

114 *(cont'd from Line 68) as to said date, provided, however, than an extension of the closing date to later than April 21, 2020,

115 (except by express mutual agreement) shall be deemed unreasonable.

*** (cont'd from line 92) current condition upon Buyer's initial inspection, with no obligation for Seller to clean or remove items from
 the Property.

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

117 _____
118 _____ [insert proposed use and type and size of building, if applicable; e.g.
119 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed
120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be
121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

123 ☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at
124 (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and
125 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly
126 delay or increase the costs of the proposed use or development identified at lines 116 to 118.

127 ☐ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense,
128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting
129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:

130 _____
131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase
132 the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.

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

135 ☐ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken)
136 expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐ occupancy permit; ☐ other _____

137 ☐ **CHECK ALL THAT APPLY** for the Property for its proposed use described
138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which
139 significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

140 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller providing" if neither is
141 stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not
142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of
143 acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
144 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon
145 the Property, the location of improvements, if any, and: _____

146 _____ **STRIKE AND COMPLETE AS APPLICABLE** Additional map features
147 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
148 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and
149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.
150 **CAUTION:** Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map
151 when setting the deadline.

152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for
153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information
154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions
155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and
156 void.

157 ☒ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within
158 **10** days of acceptance: **CHECK THOSE THAT APPLY, STRIKE AS APPROPRIATE**

159 ☒ Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.

160 ☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with
161 representations made prior to and in this Offer.

162 ☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear
163 of all liens, other than liens to be released prior to or at closing.

164 ☐ Rent roll.

165 ☐ Other _____

166 _____
167 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site
168 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and
169 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment
170 notices.

171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and
172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals
173 and any reproductions) to Seller if this Offer is terminated.

174 ☒ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within **10** days of the earlier of
175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

DEFINITIONS

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

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

- a. Defects in structural components, e.g., roof, foundation, basement or other walls;
- b. Defects in mechanical systems, e.g., HVAC, electrical, plumbing, septic, well, fire safety, security or lighting;
- c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil;
- d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead, paint, asbestos, radon, radium in water supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises;
- e. Production or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property;
- f. Zoning or building code violations; any land division involving the Property for which required state or local permits had not been obtained, nonconforming structures or uses, conservation easements, rights-of-way;
- g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district;
- h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property;
- i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition;
- j. Flooding, standing water, drainage problems or other water problems on or affecting the Property;
- k. Material damage from fire, wind, floods, earthquakes, expansive soils, erosion or landslides;
- l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritant or emanating from neighboring property;
- m. Portion of the Property in a flood plain, wetland or shoreland zoning area under local, state or federal regulations;
- n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county;
- o. Easements, easements, other than recorded utility easements, access restrictions, covenants, conditions and restrictions, shared fences, walls, wells, drive ways, signage or other shared uses, or leased parking;
- p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
- q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or archeological artifacts on the Property;
- r. All or part of the land has been assessed as agricultural land; the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred;
- s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation agreement, or a Forest Crop Managed Forest (see disclosure requirements in Wis. Stat. § 740.12), Conservation Reserve or comparable program;
- t. A plot is attached to the Property that is not in compliance with state or local pier regulations;
- u. Government investigation or private assessment/audit (of environmental matters) conducted;
- v. Other Defects affecting the Property;

■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

(Definitions Continued on page 6)

Property Address: 339 Louisiana Street and 58 North Third Avenue, Sturgeon Bay, WI 54235

Page 5 of 9, WB-15

IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

227
228 ☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ days of acceptance of this
229 **[INSERT LOAN PROGRAM OR SOURCE]** first mortgage loan commitment as described below, within _____ days of acceptance of this
230 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,
231 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly
232 payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
233 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount
234 not to exceed _____% of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall
235 be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to
236 maintain the term and amortization stated above.
237 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 OR 239.**
238 ☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.
239 ☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____%. The initial interest rate shall be
240 fixed for _____ months, at which time the interest rate may be increased not more than _____% per year. The maximum
241 interest rate during the mortgage term shall not exceed _____%. Monthly payments of principal and interest may be adjusted to
242 reflect interest changes.
243 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286
244 or in an addendum attached per line 479.
245 **NOTE:** If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that
246 purpose.
247 ☒ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to
248 provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to
249 Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. Buyer and Seller agree that
250 delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if,
251 after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
252 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.
253 **CAUTION:** The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. **BUYER,**
254 **BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S**
255 **AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**
256 ☒ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this Offer if Seller delivers
257 a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.
258 ☒ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an
259 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of
260 lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days
261 to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain
262 in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer
263 authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.
264 ~~IF THIS OFFER IS NOT CONTINGENT ON FINANCING, within 7 days of acceptance, a financial institution or third party in control of Buyer's~~
265 ~~funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written~~
266 ~~verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage~~
267 ~~financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for~~
268 ~~purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this~~
269 ~~Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.~~
270 ☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense
271 by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an
272 appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless
273 Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not
274 equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.
275 **CAUTION:** An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide
276 adequate time for performance.
277 **ADDITIONAL PROVISIONS/CONTINGENCIES** 1. This is a cash offer and it is not subject to Buyer obtaining financing.
278 2. Title insurance shall be provided by Peninsula Title Company, 1242 Green Bay Road, Sturgeon Bay, WI 54235
279 as agent for First American Title Co., Inc. The closing shall be managed by Peninsula Title Company.
280 3. Seller represents to Buyer that the Property is listed for sale and a brokerage commission will be owed to
281 Seller's agent, John B. Kuhn, as agent for Cushman & Wakefield/Boerke, which will be paid at closing.
282 4. Buyer waives the right to receive a Real Estate Condition Report.
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284
285
286

287 **DEFINITIONS CONTINUED FROM PAGE 4**

288 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395)
 289 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
 290 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
 291 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property
 292 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if
 293 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
 294 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated
 295 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information
 296 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally
 297 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),
 298 and state and federal guidelines, as applicable.

299 **CAUTION:** Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater
 300 or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site
 301 Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or
 302 other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.

303 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be
 304 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
 305 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
 306 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
 307 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
 308 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
 309 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
 310 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

311 **CAUTION:** Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.

312 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

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

318 **EARNEST MONEY**

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

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

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

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

****(from Line 322) Escrow Instructions with Peninsula Title shall include mutually acceptable disbursement instructions.

340 **TITLE EVIDENCE** *(from Ln. 344) which serve the Property

341 ~~■ CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if~~
342 ~~Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein)~~ free and clear of all liens and
343 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility
344 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed
345 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing, and
346 recorded easements, and other non-monetary encumbrances, unless Buyer finds title not to be acceptable for
347 closing and objects pursuant to Lines 365-371

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

350 **WARNING:** Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain
351 improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use
352 other than the current use.

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

356 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) ~~STRIKE ONE~~ (Seller's) if
357 ~~not the Buyer's~~ cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
358 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
359 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for
360 closing (see lines 365-371).

361 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
362 commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the
363 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which
364 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

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

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

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

379 ☒ **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of
380 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense ~~STRIKE ONE~~
381 ~~Buyer's~~ ~~if not the Buyer's~~ which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also
382 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the
383 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of
384 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer
385 had actual knowledge or written notice before signing the Offer.

386 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within 21 days of acceptance,
387 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site
388 Assessment report to which Buyer objects (Notice of Defects). *Time is not of the essence, but closing shall not be extended beyond
389 **CAUTION:** A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement. April 21, 2020.

390 ■ **RIGHT TO CURE:** Seller (shall) (shall not) ~~STRIKE ONE~~ (shall) ~~if neither is struck~~ have a right to cure the Defects. If Seller has the right to
391 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
392 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
393 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
394 Environmental Site Assessment report and: ~~(1) Seller does not have a right to cure or~~ (2) Seller has a right to cure but: (a) Seller delivers written
395 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

*(cont'd from Line 385) Notwithstanding the fact that the Property is being sold "as is" with no warranties or representations from the
Seller, the environmental evaluation contingency shall be in full force and effect.

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

399 If **Buyer defaults**, Seller may:

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

402 If **Seller defaults**, Buyer may: as its exclusive remedy:

- 403 (1) sue for specific performance; or
 404 (2) terminate the Offer and request the return of the earnest money, ~~sue for actual damages, or both~~
 405 ~~in addition, the Parties may seek any other remedies available in law or equity.~~

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

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

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

416 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square
 417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless
 418 verified by survey or other means.

419 **CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's**
 420 **decision to purchase.**

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

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

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
 435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at
 436 (608) 240-5830.

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

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

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

Property Address: **339 Louisiana Street and 58 North Third Avenue, Sturgeon Bay, WI 54235** Page 9 of 9, WB-15

450 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
452 a qualified independent inspector or qualified independent third party performing an inspection of _____
453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.
457 **CAUTION:** Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up
458 inspection(s).

459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.

461 ☒ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
463 objects (Notice of Defects).

464 **CAUTION:** A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

465 ☒ **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.

471 ☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at
472 _____, no later than _____. If Seller accepts a bona fide secondary offer,
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
474 Contingency and _____
475 _____

476 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR**
477 **PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be
478 null and void.

479 ☐ **ADDENDA:** The attached _____ is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] Attorney James R. Smith, Pinkert Law Firm LLP

481 _____ on March 10, 2020

482 Buyer Entity Name (if any): SB Life Is Good LLC

483 (x) Todd Trimberger March 19, 2020
484 Buyer's/Authorized Signature & Print Name/Title Here By: Todd Trimberger, Member Date &

485 (x) Kelton Reitz March 19, 2020
486 Buyer's/Authorized Signature & Print Name/Title Here By: Kelton Reitz, Member Date &

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

488 _____ Broker (By) _____ **IF ANY**

489 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING**
490 **AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS**
491 **SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.** **for a period of 180 days (and any action for breach
thereof must be initiated during such period), except for warranties of title, which shall have no limitation in terms of time.

492 Seller Entity Name (if any): S & B Detrick Limited Partnership

493 (x) Troy Detrick General Partner
494 Seller's/Authorized Signature & Print Name/Title Here By: Troy Detrick, S&B Wisconsin Inc Date & 3/20/20
President

495 (x) _____
496 Seller's/Authorized Signature & Print Name/Title Here By: _____ Date &

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

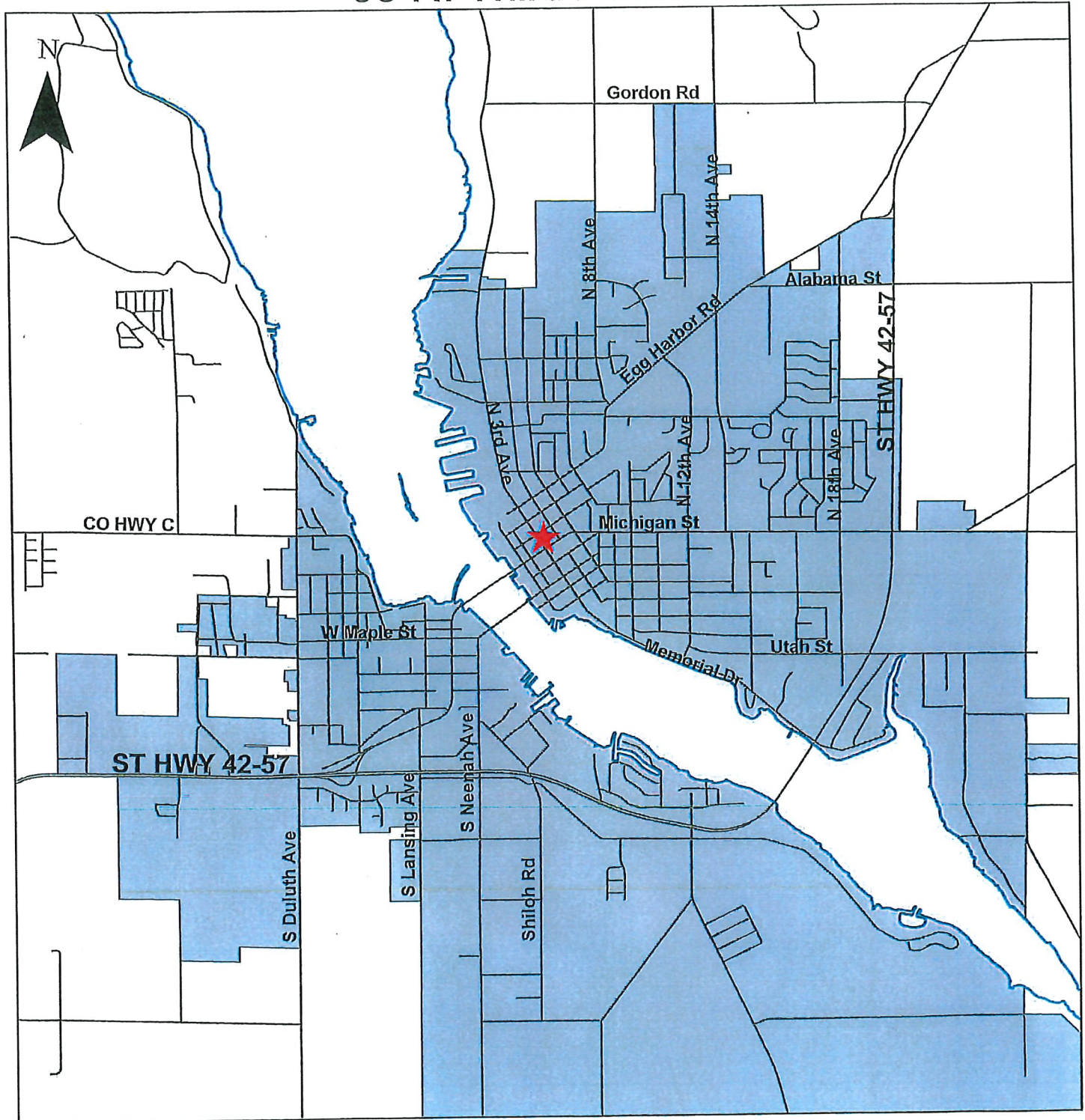
498 _____ on _____ at _____ a.m./p.m.

499 This Offer is rejected _____ This Offer is countered [See attached counter] _____
500 Seller Initials & Date & Seller Initials & Date &

Location Map

Sturgeon Bay Redevelopment Site

58 N. Third Avenue



★ Former Younkers Store - N. Third Ave & Louisiana St

City of Sturgeon Bay

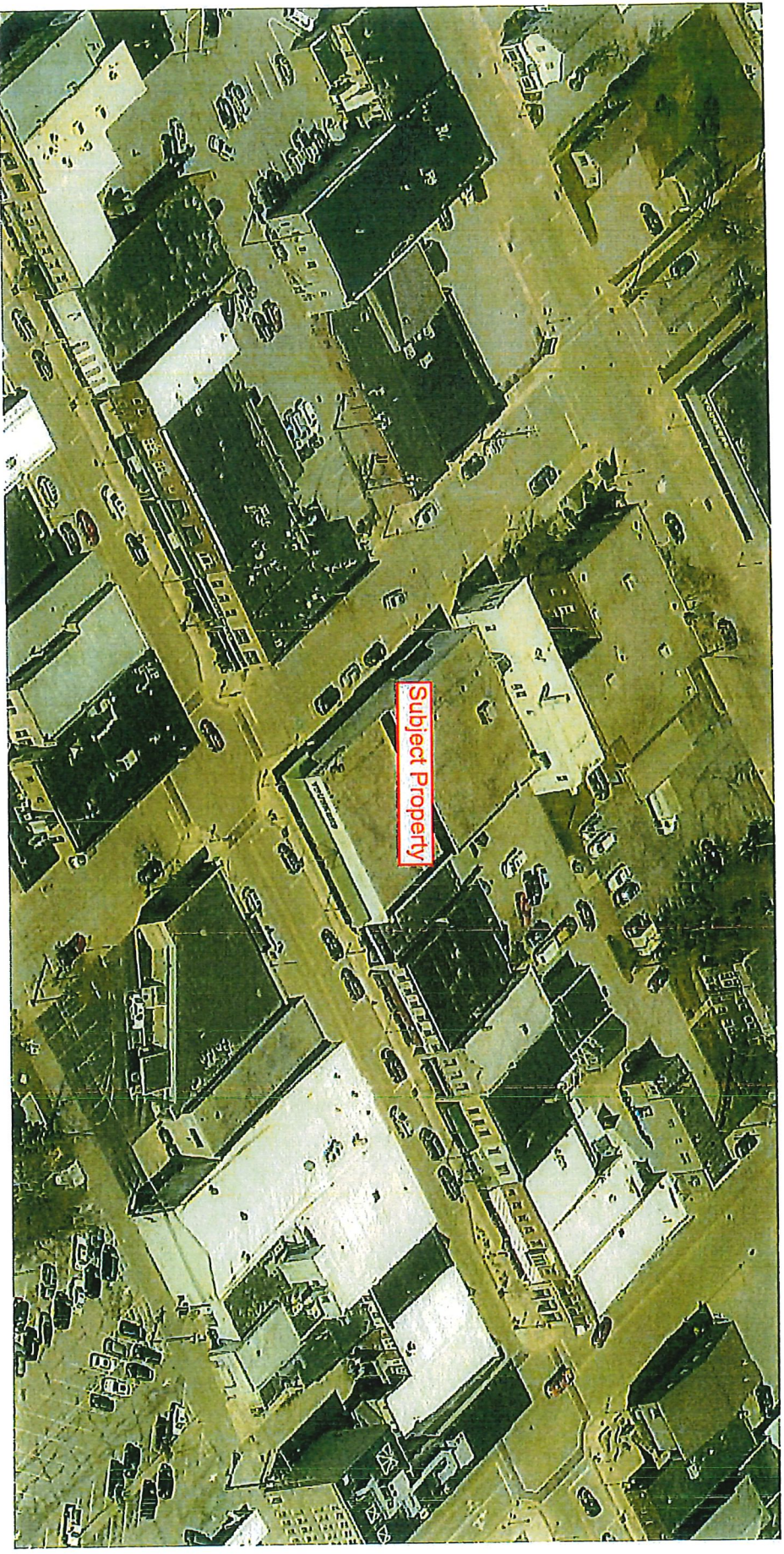
Sturgeon Bay Redevelopment Site 58 N. Third Avenue



0 40 80 120 160 Feet

Air Photo Date: May 2019

58 N. Third Ave - looking east



Air Photo: 5/13/2019

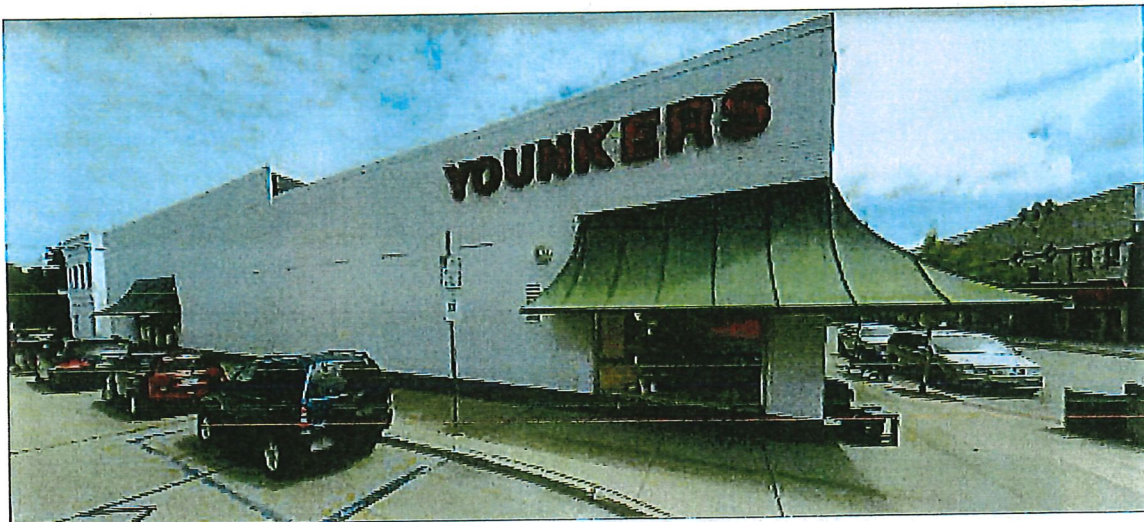
58 N. 3rd Ave - looking north



Exterior Photos of Site



N. Third Avenue side of building



Louisiana Street side of building

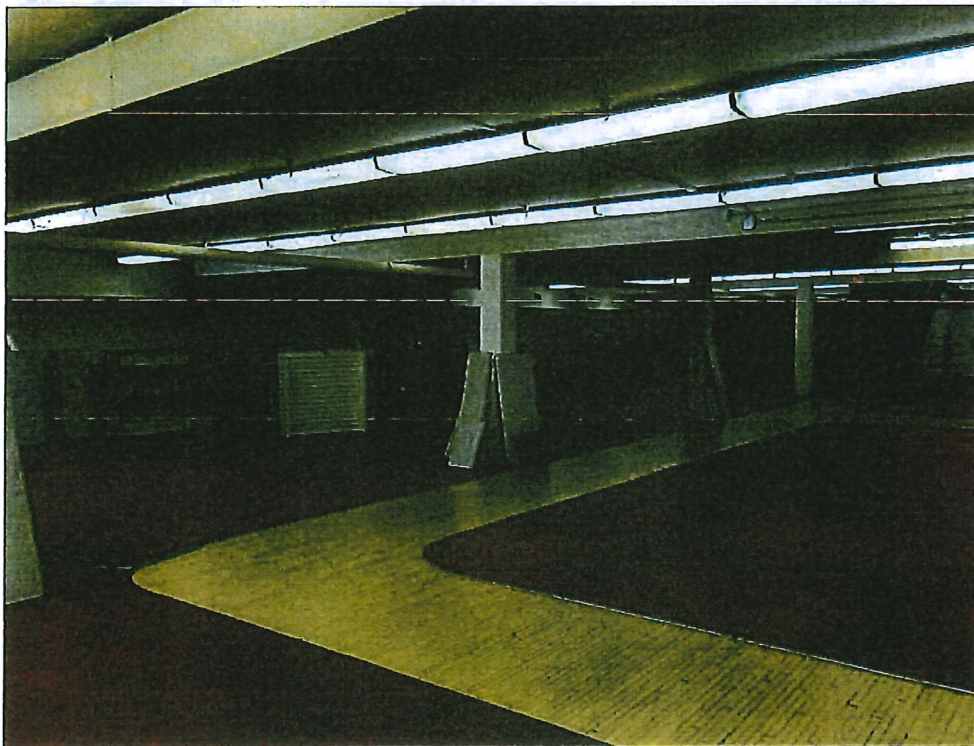


Alley showing skywalk between buildings

Interior Photos of Building



Main Floor



Basement

Interior Photos of Building



2nd Floor

Community Development Investment Grant Application

Renovation of Property at 58 N. Third Avenue

Section C – Supporting Documentation

Part 3 – Budget Narrative

The budget has been established based upon a construction budget proposal from Bayland Buildings, Inc.

The non-eligible project costs include the acquisition of the property and various professional fees incurred prior to actual construction. The property acquisition figure of \$237,000 is taken from the signed purchase agreement. It is noted that this amount also includes the building across the alley at 339 Louisiana Street. The property owner is requiring both parcels to be purchased and the relative cost of each building has not been allocated. But the property at 339 Louisiana is only 28' x 100' in size (2,800 sq. ft.) and has no frontage on Third Avenue. Thus, the vast majority of the cost of the property is for the 58 N. Third Avenue parcel that is the subject of this grant application.

The other non-eligible costs are the professional fees of \$20,000. These fees include the developer's cost for legal assistance, surveying, asbestos testing, Phase 1 environmental site assessment, inspections, design/build agreement with Bayland Buildings, and other non-construction costs.

The eligible projects include demo/site clearance at \$32,000. This equates to the estimated cost to remove the skywalk and the tunnel connecting 58 N. Third Avenue to the building at 339 Louisiana Street.

The site prep is listed at \$15,000. This figure is for concrete removal and excavation needed for installation of new elevator. It also includes asbestos removal.

The bulk of the project costs are contained in the building renovation line. The specific tasks are shown in the budget proposal from Bayland Buildings (attachment C4). A new roof is to be installed along with various repairs to the walls. But the exterior of the building will retain the original look. The upper level windows that previously had been filled in will be restored. Notably, the copper canopies over the Third Avenue façade and Louisiana Street entrance will be repaired and retained. These canopies provide a great deal of the curb appeal for the building.

The mechanical upgrades include a completely new HVAC system. New plumbing will be run to the location of the public restroom facilities on the Louisiana Street side of the main floor. All new LED lighting will be installed.

The staircases to the basement and second floor need to be modified. In addition, a new interior staircase for emergency egress is required and will be installed.

In addition to the new restroom facilities, offices and an employee breakroom will be constructed on the second floor. The remainder of the second floor and the basement will be left unfinished at this time. Completion of these areas will be determined based upon recruitment of tenants.

New signage for the building is required. A lump sum estimate of \$10,000 is shown in the budget. All exterior signs will comply with the design guidelines within the City's historic preservation code for the Third Avenue Historic Preservation District.

Finally, furnishings for the retail space are included in the budget. Most of the old furnishings from Younkers store were previously sold and new racks, tables, etc. are required. The developer estimates this expense to be \$25,000.

The developer has secured an initial financing commitment from Nicolet National Bank. With the financial assistance from the City, the Community Development Investment Grant from WEDC, and private equity from the developer, there will be sufficient funds to complete the tasks in the budget narrative.

WEDC Community Investment Grant (CDI) - Project Estimates

Project: Renovation of "former Younkers building" at 58 N. Third Avenue

Estimates:

Eligible Project Uses	1	2	3	4	5	6	7	8	9	Totals
Demo/Site Clearance	32,000									32,000
Site Prep	15,000									15,000
Building in Renovations	1,095,000									1,095,000
Building Fixtures										0
Construction/Elect./Plumb.										0
Infrastructure *										0
Streets										0
Sidewalk Parking										10,000
Other 1: signage	10,000									25,000
Other 2: furnishings	25,000									0
Other 3:										
Eligible Total	1,177,000	0	0	0	0	0	0	0	0	1,177,000

Non-eligible Costs										Totals
Property Acquisition	237,000									237,000
Professional Fees **	20,000									0
Other 1:										0
Other 2:										
Other 3:										0
Non-Eligible Total	257,000	0	0	0	0	0	0	0	0	257,000
Total Vendor Estimate	1,434,000	0	0	0	0	0	0	0	0	1,434,000

* Sewer, water mains, etc.

** Architecture, legal, Engineering, Consulting, etc.

WEDC Community Investment Grant (CDI) - Project Budget Worksheet
 Project: Renovation of "former Younkers building" at 58 N. Third Avenue

Eligible Costs	WEDC Grant	Source 1	Source 2	Source 3	Source 4	Source 5	Source 6	Source 7	Source 8	Source 9	Total	Costs Balance Check
Eligible Project Uses												
Source Allocation	250,000	125,000	257,000	802,000							1,434,000	
Demo/Site Clearance		25,000		7,000							32,000	0
Site Prep				15,000							15,000	0
Building in Renovations	250,000	100,000		745,000							1,095,000	0
Building Fixtures											0	0
Construction/Elect./Plumb.											0	0
Infrastructure											0	0
Streets											0	0
Sidewalk Parking											0	0
Other 1: signage				10,000							10,000	0
Other 2: furnishings				25,000							25,000	0
Other 3:	0										0	0
Eligible Total	250,000	125,000	0	802,000	0	0	0	0	0	0	1,177,000	0
% of Project	21.2%	10.6%	0.0%	68.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100%	
Non-eligible Costs												
Property Acquisition			237,000								237,000	0
Professional Fees			20,000								20,000	0
Other 1:	0										0	0
Other 2:	0										0	0
Other 3:	0										0	0
Non-eligible Total	0	0	257,000	0	0	0	0	0	0	0	257,000	0
Total: All Activity Costs	250,000	125,000	257,000	802,000	0	0	0	0	0	0	1,434,000	
% of Project	17.4%	8.7%	17.9%	55.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100%	
Remaining Source Funds	0	0	0	0	0	0	0	0	0	0	0	

* WEDC Grant not to exceed 3:1 match of eligible costs. Maximum grant: \$250,000
 ** No more than 30% of Match can be state or federally sourced

Sources vs Uses:

0



BUILDINGS, INC.

Think Smart / Build Smart | ESOP Company

Phone: 920.498.9300 | Fax: 920.498.3033

Corporate: P.O. Box 13571 | Green Bay, WI 54307

Central, WI: P.O. Box 872 | Wausau, WI 54402

Southeast, WI: P.O. Box 510435 | Milwaukee, WI 53203

March 30, 2020

Todd Trimberger

Description of Project: Remodel of former "Younkers" Building on Third Avenue in Sturgeon Bay

Budget Proposal

Bayland Buildings, Inc. will supply all labor and materials to construct the proposed building with the following specifications:

- General Conditions
 - State approved construction drawings
 - Temporary job fencing
 - Local permits
 - Final cleaning of building
 - Dumpster / portable toilets
 - Equipment
- Sitework
 - Concrete demo for future elevator
 - Excavation for future elevator
 - Asbestos testing and removal allowance
 - Demo skywalk and infill tunnel
- Concrete
 - Interior flatwork
 - Required concrete removal
 - Foundation / footings for future elevator
 - Exterior flatwork at entries
- Masonry
 - Smooth natural color foam injected exterior CMU
 - Brick tuck pointing
 - Block stair and elevator enclosures
 - New side fire exit
- Metals
 - Lintels as required.
 - Metal 2-story fire escape
 - 3-story metal escape stair
- Woods and Plastics
 - Demo exterior / interior
 - Steel studs
 - Upper mezzanine stair repair
 - Cabinet allowance included
 - Required dust partitions
 - Repair facades
 - All required demolition labor
 - Offices and Breakroom
- Thermal and Moisture Protection
 - 6" insulation exterior stud walls
 - 4" insulation interior stud walls
 - Sealants and caulking
 - PVC roof with insulation (completely new)

- Doors / Windows
 - Interior HM doors and frames
 - Interior Trimmed frames with solid wood door slabs
 - Aluminum doors / windows including (5) covered side windows
- Finishes
 - Gypsum board assemblies (plaster)
 - Refinish existing wood floors
 - Acoustical ceilings
 - Bath tile flooring
 - Staining / painting – interior and exterior includes exposed ceiling
- Specialties
 - Bathroom accessories including signage
 - Fire extinguishers
 - Toilet partitions
- Equipment
 - Knox box
 - New 3-story elevator
- Mechanical
 - Camera sewer line
 - Plumbing – including Community Restroom
 - HVAC – completely new system with removal of old system
 - Sprinkler system modification
- Electrical
 - Voice / Data
 - Repair, replace, and update existing electrical
 - All new LED lighting

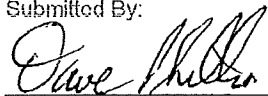
TOTAL ESTIMATED BUDGET: \$1,142,000.00

Items Not Included

- Signage - exterior
- Interior furnishings
- Music
- Security

NOTE: Main floor is completely renovated. Lower and second floors are just updated.

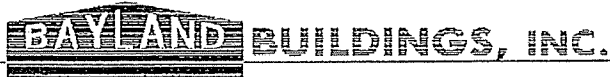
Submitted By:



3-31-2020

Dave Phillips | Project Executive
Bayland Buildings, Inc.

Date



PHONE (920) 498-9300
FAX (920) 498-9033
www.baylandbuildings.com

P.O. BOX 13571
GREEN BAY, WI 54307-3571

Schedule of Values

Construction Cost Breakdown
Todd Trimberger

March 30, 2020

Division	Description	Costs
Division 1	General Conditions	\$49,200
Division 2	Site Work	\$15,000
Division 3	Concrete & Labor	\$7,000
Division 4	Masonry	\$112,000
Division 5	Metals	\$41,450
Division 6	Woods/Plastics & Labor	\$66,000
Division 7	Moisture & Thermal Protection	\$80,400
Division 8	Doors, Windows & Glazing	\$42,000
Division 9	Finishes	\$107,500
Division 10	Specialties	\$4,600
Division 11	Community Restrooms	\$88,000
Division 12	Skywalk and Tunnel Removal	\$32,000
Division 13	Special Construction	\$10,000
Division 14	Conveying Systems - Elevator	\$86,000
Division 15	Mechanical: Plumbing / HVAC / Sprinkler	\$249,400
Division 16	Electrical	\$35,000
Division 17	Owner Supplied Items	\$0
Division 18	Miscellaneous	\$3,000
Division 00	Profit	\$113,450
Total Cost		\$1,142,000.00

Dave Phillips 3-31-2020

Dave Phillips | Project Executive

Date

Bayland Buildings, Inc.

Nicolet

NATIONAL BANK

March 27, 2020

SB Life Is Good LLC
5 Utopia Circle
Sturgeon Bay, WI 54235

Dear Todd and Kelton:

On behalf of Nicolet Bank, I am pleased to convey this approval for the renovation of the property located at 58 N. 3rd Ave., Sturgeon Bay, WI, known as the Younkers building. Following are the terms and conditions contingent to this approval.

CREDIT FACILITY -- Renovation Loan

Borrower (s):	SB Life Is Good LLC
Purpose:	Renovate the property located at 58 N. 3 rd Ave., Sturgeon Bay, WI
Loan Amount:	Not to exceed \$805,000.00 or 75% of an "as completed" appraisal, the lesser of the two
Interest Rate:	Interest rate will be determined ten business days prior to loan closing
Term:	Twelve months interest only to be followed by an amortization not to exceed twenty years
Payments:	Interest payments will be due monthly. Upon conversion to the term loan, monthly principal and interest payments
Collateral:	First mortgage on the property located at 58 N. 3 rd Ave., Sturgeon Bay, WI Assignment of Life Insurance on Todd Trimberger and Kelton Reitz, amounts to be determined
Guarantor (s):	Unlimited Personal Guaranty of Todd Trimberger and Kelton Reitz
Contingencies:	-Not less than \$125,000.00 of Sturgeon Bay City funds to be used to pay for renovation costs. -Approval of a \$250,000 WEDC Community Investment Grant
Loan Covenants:	To be determined

DEPOSITORY ACCOUNTS:

Depository accounts are required to be established and maintained at Nicolet National Bank

THIRD-PARTY COSTS:

This commitment is subject to the completion of certain regulatory and commercial requirements. By accepting this commitment, you agree to pay all costs incurred by the bank in processing your application whether or not you receive a loan from us.

INSURANCE:

Insurance coverage acceptable to the bank will be required at the time of closing. It must be in the form of a policy or binder equal to the amount of the loan or full insurable value of the collateral. It must contain a loss payee and mortgagee clause naming Nicolet National Bank.

FINANCIAL REQUIREMENTS: To be determined

OTHER REQUIREMENTS:

- In the event of an amendment to the legal name of your business or a change in the "jurisdiction of organization", Nicolet National Bank will need to be notified immediately in order to update the necessary documents;
- In addition to these terms and conditions, our obligation is based on the information you provided in your application and our discussions about the loan. If, due to a mistake or change in circumstances, this information is no longer accurate, we reserve the right to modify this commitment prior to extending the loan or to withdraw our loan approval and cancel this commitment.

Again, thank you for allowing Nicolet National Bank this opportunity. Should you have any questions or concerns, please do not hesitate to give me a call at (920) 746-5439

Sincerely,



Jeffrey D. Miller
VP - Commercial Banking

Community Development Investment Grant Application

Renovation of Property at 58 N. Third Avenue

Section C – Supporting Documentation

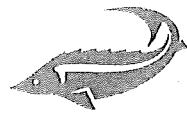
Part 7 – Organization

The Developer and property owner for the project is SBLifelsGood, LLC. The two owners of LLC are Todd Trimberger and Dr. Kelton Reitz. Mr. Trimberger has owned retail businesses for the last 30 years. At one point, he had a joint home accessory store and floral studio in Green Bay. The Sturgeon Bay home accessory store, Bliss, will have been open 19 years as of July 1st. The Green Bay store was sold approximately 14 years ago. Bliss has weathered opening just over 2 months before 9/11, the economic downturn of 2008 and, most recently, working through the current virus disaster. In addition to running the retail store, Todd was also the Main Street Director and Executive Director of the Sturgeon Bay Visitor Center/Chamber of Commerce for approximately 8 years. Todd has a degree in International Business with a minor in Economics and Spanish.

Dr. Reitz is an Internist at the Sturgeon Bay based clinic/hospital, Door County Medical Center. He has been practicing medicine there for 15 years. Prior to Sturgeon Bay, he was in private practice in Chicago with 3 clinic locations and on staff at multiple hospitals. Kelton graduated from Michigan State and did his residency at Northwestern.

Day to day operations for this development will be managed by Mr. Trimberger, with Dr. Reitz assisting with bill paying and general management decisions related to the property maintenance and overall image of the property. The assistance of a maintenance person at various times throughout the year will also be required.

Both owners have a passion for Sturgeon Bay and the growing vitality and vibrancy in the community. They are both dedicated to serving our community and keeping it strong! The large vacant building that formerly housed Younkers has put a big hole in the middle of the downtown. Their proposal offers the community some hope and positive synergy in this time of great uncertainty. This is a big undertaking but one that SBLifelsGood, LLC will make sure is a grand success with the critical help of this grant.



DESTINATION
STURGEON BAY
DOOR COUNTY

Ensuring a first-class visitor experience, helping local businesses grow, and enhancing Sturgeon Bay's quality of life.

March 30, 2020

Wisconsin Economic Development Corporation
201 West Washington Avenue
Madison, WI 53703

RE: Letter of Support for City of Sturgeon Bay Community Development Investment Grant
Application for the Renovation of Building at 58 N. Third Avenue

Dear Grant Proposal Review Committee:

Destination Sturgeon Bay is pleased to support the City of Sturgeon Bay's application for a community development investment grant for the renovation of the former Younkers building located at 58 N. Third Avenue. Reoccupying that building is a project that will provide significant public and private benefits.

The sale of this property in the heart of our 3rd Avenue historic district is something that our organization has worked on since we got word that Younkers Department Store was closing in August, 2018. The sheer size and scope of the buildings is overwhelming, especially since the current property owner had a triple net lease on the properties which meant that no money was invested into the property for the last 25 years.

We always believed that a project of this nature would best be suited for a local business investor, and we are beyond thrilled to find just that in Todd Trimmerger and Kelton Reitz and SB Life is Good LLC. Their passion and commitment to Sturgeon Bay has been proven through their current business investment and Todd's previous role as Executive Director of Destination Sturgeon Bay (then, the Sturgeon Bay Visitor Center).

Knowing that their vision is inclusive of expanding their opportunity to additional retailers adds to the growth and vibrancy of our downtown. Having this type of anchor in our downtown, especially now during these uncertain times, will help to support our smaller, lesser established businesses as we navigate through this current economic crisis.

Destination Sturgeon Bay
36 S. 3rd Avenue • Sturgeon Bay, WI 54235 • (920) 743-6246
vacation@sturgeonbay.net • sturgeonbay.net

This project will assist the expansion and relocation of Bliss, a successful locally owned home furnishings store in Sturgeon Bay, part of our Jefferson Street Shopping District. After Younkers department store, including its line of home furnishings, closed, it left a gap in that segment of the market in Sturgeon Bay. The expansion of Bliss will help to fill that void for our local residents as well as our guests filling their seasonal and second homes.

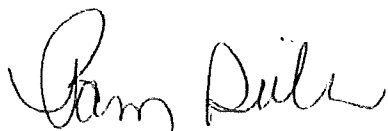
This public-private partnership, along with the financial contributions of the City of Sturgeon Bay, will allow additional public restroom facilities accessible to the general public with a separate, public access point. As any business district knows, bathrooms are an integral part to the success of the district. Once people get out of their cars, they're willing to spend, on average, 4 times more. Get them out, get them parked, and then get them to spend!

It's exciting to think that this \$1 million plus proposed building enhancement will bring additional jobs, tax base, and retail sales to Sturgeon Bay's East Waterfront area. It's also a critical piece in filling other large available spaces such as the former Nicolet Bank building. These projects are the "fire starters" for others and we know that seeing a project of this magnitude, moving forward during this time, is not only positive for the community, but encouraging to the businesses that surround it—something that we'll all need in the months ahead.

We look forward to helping advance this project and all other City efforts in this partnership and most heartily support the City of Sturgeon Bay and SB Life is Good LLC's efforts to garner the funds available through this grant request.

Please feel free to contact me directly with any questions that you might have. We look forward to celebrating something good with you all when we cut the ribbon at the opening.

With gratitude and enthusiasm,



Pam Seiler
Executive Director

Destination Sturgeon Bay
36 S. 3rd Avenue • Sturgeon Bay, WI 54235 • (920) 743-6246
vacation@sturgeonbay.net • sturgeonbay.net



March 30, 2020

Wisconsin Economic Development Corporation
201 West Washington Avenue
Madison, WI 53703

**RE: Support for City of Sturgeon Bay Community Development Investment Grant
Application for the Renovation of Building at 58 N. Third Avenue**

Dear Grant Proposal Review Committee:

The Door County Economic Development Corporation (DCEDC) wholeheartedly supports the City of Sturgeon Bay's application for a community development investment grant for the renovation of the former Younkers building located at 58 N. Third Avenue. The building has a strategic location downtown and reoccupying the building will significantly contribute to the vitality of our main street.

Currently, the building is a dark spot in the heart of downtown and it threatens the viability of the downtown retail area and well as the Third Avenue Historic District that the building is within.

The project will assist the expansion and relocation of Bliss, a successful locally-owned home furnishings store in Sturgeon Bay. After Younkers department store, including its line of home furnishings, closed, it left a gap in that segment of the market in Sturgeon Bay. The expansion of Bliss will help to fill that gap.

The proposed project is a prime example of a public-private partnership. The financial contribution by the City of Sturgeon Bay will allow for the inclusion of new public restroom facilities in the project. These facilities, which will be easily accessible to the general public, have long been needed.

The public and private investment of over \$1 Million in the proposed project is a critical step in attracting additional leverage for other private investments in the downtown area. This project will provide additional employment, tax base, and retail sales within the project site and spur the same throughout the surrounding region. It will also assist the community in recovering from the COVID-19 crisis as we move forward to re-energizing the economy.

DCEDC recognizes the project's potential to be a catalyst of economic growth, and as a prominent location at the center of Door County's only city, it is a unique opportunity to

stimulate the local and regional economy. We believe the renovation of the building at 58 N. Third Avenue will complement the commercial activities already present in Downtown Sturgeon Bay, and make the City more appealing in attracting new businesses and residents while sustaining high quality amenities for its residents.

DCEDC is willing to use its relationships to help advance and assist the efforts of the City and its partners as necessary, so as to maximize the impact of this public-private partnership. We strongly support the City of Sturgeon Bay and the local developers in this important initiative and respectfully urge WEDC to fully fund this important grant request.

Sincerely,

Steve R. Jenkins, CECD
Executive Director
920.421.3777
steve@DoorCountyBusiness.com

Attachment D
Additional Real Estate Pro Forma Info

5 Year Rate of Return

Year one	\$63,550.00	Main level 8,200 @ \$7.75 per sq ft
Year two	\$88,320.00	Main level and upper level 3,670 @ \$6.75 per sq st
Year three	\$143,360.00	Add lower level 8,200 @ \$6.75 per sq ft
Year four	\$143,360.00	
Year five	\$143,360.00	

Total \$581,950.00/5 years = \$116,390.00

\$116,390.00 / Initial Investment (\$1,379,500) = 8.437% rate of return