



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, MARCH 3, 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.
6. Presentation: Sturgeon Bay Fire Department 2019 Annual Report.
7. Consideration of the following bills: General Fund – \$4,332,178.63, Capital Fund - \$17,713.26, Cable TV - \$5,205.84, TID #2 - \$56,705.85 and Solid Waste Enterprise Fund - \$22,041.74 for a grand total of \$4,433,845.32. [roll call]
8. **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 2/18/20 regular Common Council minutes.
 - * b. Approval of the following minutes:
 1. Aesthetic Design & Site Plan Review Board – 2/10/20
 2. Finance/Purchasing & Building Committee – 2/11/20
 3. City Plan Commission – 2/19/20
 - * c. Place the following report on file:
 1. Fire Department Report – January 2020
 2. Police Department Report – January 2020
 - * d. Consideration of: Approval of Beverage Operator Licenses.
 - * e. Finance/Purchasing & Building Committee recommendation re: Purchase a 2020 Ford F-350 SD 4x2 one ton truck from L&S Truck Center in the amount of \$45,623 less the trade in of a 2003 Chevrolet 3500 valued at \$5,000 for a total cost of \$40,623.
 - * f. Finance/Purchasing & Building Committee recommendation re: Purchase a 2020 International HV507 patrol truck with plow from Packer City International in the amount of \$184,000 less the \$12,000 trade in of a 2000 Sterling LT8500 with plow for the total cost not to exceed \$172,000.

9. Mayoral appointments.
10. Resolution Awarding the Sale of Approximately \$1,240,000 Taxable General Obligation Refunding Bonds.
11. Resolution Awarding the Sale of Approximately \$2,140,000 Taxable General Obligation Refunding Bonds.
12. Finance/Purchasing & Building Committee recommendation re: Approve the Joint City-County Revolving Loan Fund Intergovernmental Agreement.
13. Consideration of: Appointments to the Sturgeon Bay- Door County Revolving Loan Fund Committee.
14. Resolution re: Termination of City of Sturgeon Bay Economic Development Revolving Loan Program.
15. Consideration of: State/Municipal Agreements for Proposed Intersection Improvements Along Highway 42/57.
16. Consideration of: Waiver of Conflict/Stafford Rosenbaum-Attorney Kent.
17. Items to be Included on Future Agendas (New Business).
18. Committee Chairperson Reports:
 - a. City Plan Commission
 - b. Finance/Purchasing & Building Committee
 - c. Park & Recreation Committee
19. City Administrator report.
20. Mayor's report.
21. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 2-28-2020

Time: 12:30pm

By: JM



STURGEON BAY FIRE DEPARTMENT ANNUAL REPORT 2019



ISO
CLASS 2

I am pleased to present to you the 2019 Annual Report for the Sturgeon Bay Fire Department. We proudly serve the City of Sturgeon Bay, Town of Sturgeon Bay, Town of Sevastopol, and inspection services to the Town of Jacksonport. We do this with pride, providing professional services to our citizens. These services include emergency medical, fire suppression, public education, fire prevention, water & ice rescue, shipboard firefighting, tactical medical, active shooter, and technical rescue (high angle, confined space, trench and building collapse). We are committed to providing this service in the most cost-efficient manner possible.

2019 was a great year for the Department and the City of Sturgeon Bay. We completed the year with no fire deaths and we improved our stations, apparatus, and equipment to meet immediate and future needs. These improvements enhance services to our citizens on each and every medical or fire response.

A new response capability that has been put into service is the use of drones. Our drones provide us with a birds-eye view of an incident, allowing for rapid deployment in a search of a missing person, advanced viewing of a fire incident, and many other calls where situational awareness is imperative. Our drone is equipped with a thermal camera, floodlight, and speaker for relaying information to individuals. The use of the drone is only limited by our imagination of what we could use it for and, in 2019 it was used in accessing excessive snow loads on commercial roofs, searching for missing individuals, searching for wanted missing people on high-risk calls, and an overview of fire calls and other events.

I am also very proud to report that the ISO (insurance service office) rating for the City of Sturgeon Bay, Town of Sturgeon Bay, and the Town of Sevastopol have been adjusted. Due to all of the dedication, hard work, and resourceful planning, we have been able to secure and maintain the City of Sturgeon Bay rating at a 2 increasing our points from 81.17 to 85.07. With a change in allowance for our Towns related to water supply, we were able to perform a water haul evolution and implement an Auto-aid request through Dispatch which allowed us to increase our ratings in both Towns that fall within a 5-mile radius from any auto-aid department. The new ratings for the Towns have dramatically changed to a 5/10, meaning those that fall within the 5-mile travel will now be rated a 5 where previously they had rated at an 8B, with a new point rating of 55.38. I am extremely proud of the hard work and the willingness to achieve this rating for our customers in all response areas.

As I addressed in last year's report the need for a fulltime position for Fire Inspector, we were able in the 2020 budget to include a Part-Time Inspector with the hopes to grow the position into Full-Time. I also addressed the concern and need for a new or remodeled Westside Fire Station. The station continues to remain operational, yet limited in space for current needs and operations or future growth. As our duties and workload continue to grow we recognize the important need for clerical assistance and hope to explore the possibility in the coming year. As for current staffing, we are at full strength in our Full-time ranks but continue to struggle in finding Part-time Firefighters. At the end of 2019, we were 6 Part-time short but have hopes to fill a few positions at the beginning of 2020.

I am proud that our personnel consistently answer the call of duty, regularly exceeding expectations. We expect the best of each other and we deliver our best to our customers. Our department is measured by quick response times, but equally important is knowledge, training and overall professionalism our members possess. Our firefighters' passion, expertise, and dedication ensure that our citizens always experience world-class firefighting, making our members the Department's most valuable resource. Please take the time to thank them as I do for everything they do and understand they are here to serve and protect all.



Tim Dietman
Sturgeon Bay Fire Chief



STURGEON BAY FIRE DEPARTMENT **MISSION STATEMENT**

The Sturgeon Bay Fire Department's mission is to protect
Life and Property from Fire, Medical and Environmental
Emergencies for our Community through Public Education,
Code Management and Incident Response.

STATEMENT OF VALUES

- We value **RESPECT**. We will at all times display respect for our customers, our peers and for each other.
- We value **INNOVATION**. We are professional problem solvers: our creativity and ingenuity is the most important tools that we can wield.
- We value **EXCELLENCE**, both collectively and individually, and will strive for it in all that we do.
- We value **INTEGRITY**. We recognize that our citizens are the reason for our existence, and that the trust the public places in us is hard earned and easily lost. We will honor that trust by acting at all times with honesty and integrity.
- We value **TEAMWORK** and **COOPERATION**. Together we are stronger, smarter and better.

STURGEON BAY FIRE DEPARTMENT STAFFING

FIRE CHIEF
TIM DIETMAN

ASSISTANT FIRE CHIEF
KALIN MONTEVIDEO

2019 CAREER FIREFIGHTER STAFFING

RED SHIFT

LT Ken Doell
FF Mike Writt
FF Mike Cihlar
FF Ethan Jorns

BLUE SHIFT

LT Matt Austad
FF Mike Frangipane
FF Richard Soukup
FF Brian Hanson

GREEN SHIFT

LT Mike Smith
FF Brent Wiegand
FF Mark Smith
FF Mike Paye

2019 PART-TIME FIREFIGHTER STAFFING

SHIFT ONE

Todd Ploor
Dean Gordon
Logan Vandertie
Kyle Coyer
John Jorns

SHIFT TWO

Austin Gulley
Ben Weber
Anthony Aldrich
Jason Mann
Brent Haberli

SHIFT THREE

Chris Drover
Jeremy Paszczak
Shane Wautier
Brad Kaster
Bogdan Savenko



Sturgeon Bay Station #1

421 Michigan Street

Station #1 (Eastside Station) is the department headquarters. It is staffed 24-hours a day, seven days a week with two firefighters.

The Fire Chief and Assistant Fire Chief work a 40/week out of this station as well.

Apparatus housed at this station:

- Fire Engine
- Heavy Rescue Squad
- Brush Truck, Dive/Air Support Truck
- Tender
- 100' Platform/Ladder Truck.

Sturgeon Bay Station #2

656 S. Oxford Ave

Station #2 (Westside Station) is staffed 24-hours a day, seven days a week with two firefighters.

Apparatus housed at this station:

- Fire Engine
- Tender
- Brush Truck/Mini-Pumper.



STURGEON BAY FIRE DEPARTMENT EQUIPMENT

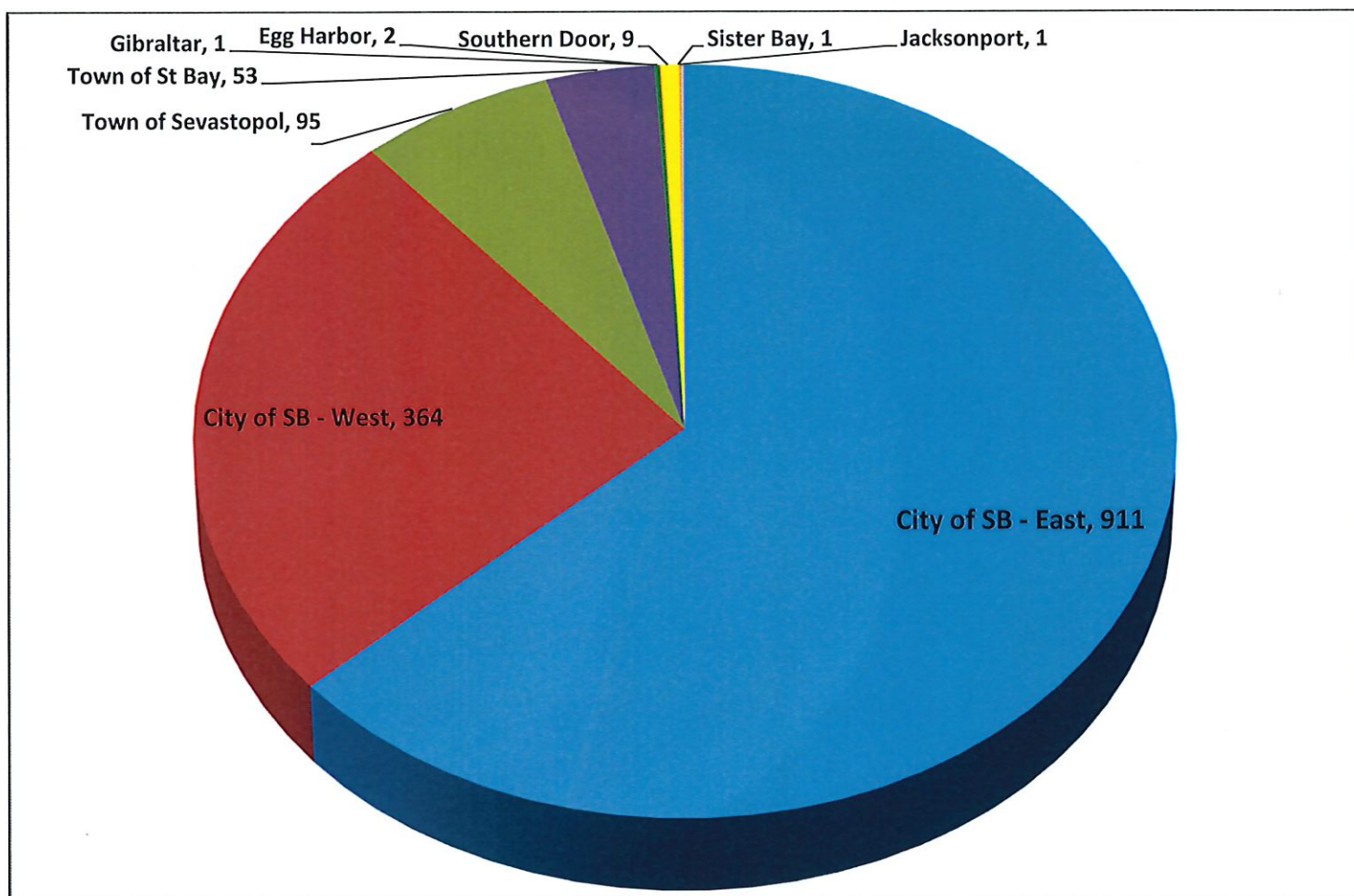
APPARATUS

Tender 1	2008 Freightliner Tender; 1,000 GPM Pump with 2000 gallons Water
Truck 2	2018 Ferrara, 100' Rear Mount Platform; 2,000 GPM Pump with 400 gallons Water
Tender 3	2016 Freightliner Tender; 1,250 GPM Pump with 2000 gallons Water
Engine 4	2019 Ferrara Engine; 2,000 GPM Pump with 1,000 gallons Water
Brush 5	2009 Ford 4x4 crew cab with 200 gallon water tank/pump
Engine 6	2019 Ferrara Engine; 2,000 GPM Pump with 1,000 gallons Water
Squad 7	1996 Chevrolet, step-van, Dive/Rescue/Air cascade vehicle
Brush 8	2014 Ram 4x4 Mini-Pumper, 500 GPM Pump with 250 gallons Water
Chief 10	2017 Chevy Tahoe, Fire Chief Vehicle
Chief 11	2009 Ford F150, Assistant Chief Vehicle
Squad 1	2006 Marion, Heavy Duty Rescue Truck
Marine 1	2010 27' SAFE Boat, Joint Police & Fire/Rescue
Marine 2	2003 Quicksilver 12ft Rescue Raft
UTV	2005 John Deere Gator (UTV) w/60 gallon skid pump
Special Response Trailer	Carries Trench/Collapse Rescue Equipment; Rehab Trailer
UTV/Mobile Command Trailer	Carries UTV, Mobile Command; Rehab Trailer

Sturgeon Bay Fire Department Incident Summary

Total Incidents: 1,437

City of SB - Eastside:	<u>911</u> Calls	<u>191</u> Fire Calls	<u>720</u> EMR Calls
City of SB - Westside:	<u>364</u> Calls	<u>101</u> Fire Calls	<u>263</u> EMR Calls
Town of Sevastopol:	<u>95</u> Calls	<u>90</u> Fire Calls	<u>05</u> EMR Calls
Town of Sturgeon Bay:	<u>53</u> Calls	<u>18</u> Fire Calls	<u>35</u> EMR Calls
Southern Door:	<u>09</u> Calls	<u>07</u> Fire Calls	<u>02</u> EMR Calls
Gibraltar:	<u>01</u> Call	<u>01</u> Fire Call	
Egg Harbor:	<u>02</u> Calls	<u>02</u> Fire Calls	
Jacksonport:	<u>01</u> Call	<u>01</u> Fire Call	
Sister Bay:	<u>01</u> Call	<u>01</u> Fire Call	



Average Response Times:

City - Eastside calls (emergent):	<u>03 Minutes 55 Seconds</u>
City - Eastside calls (non-emergent):	<u>04 Minutes 16 Seconds</u>
City - Westside calls (emergent):	<u>03 Minutes 37 Seconds</u>
City - Westside calls (non-emergent):	<u>04 Minutes 35 Seconds</u>
Town of Sturgeon Bay (emergent):	<u>08 Minutes 10 Seconds</u>
Town of Sturgeon Bay (non-emergent):	<u>08 Minutes 21 Seconds</u>
Town of Sevastopol (emergent):	<u>10 Minutes 33 Seconds</u>
Town of Sevastopol (non-emergent):	<u>12 Minutes 06 Seconds</u>

INCIDENT TYPE BY JURISTICTION

<u>INCIDENT TYPE</u>	<u>CITY OF ST BAY</u>	<u>TOWN OF SEVASTOPOL</u>	<u>TOWN OF ST BAY</u>	<u>EGG HARBOR</u>	<u>SISTER BAY</u>	<u>GIBRALTAR</u>	<u>SOUTHERN DOOR</u>	<u>JACKSONPORT</u>
Cooking Fire	3			1				
Outside/Trash								
Grass Fire	5	4						
Chimney Fire	1	1						
Lightning Strike	1							
Cover Station / Stand By							2	
Structure Fire	4	1		1	1	1	3	
Water Vehicle Fire	1							
Vehicle Fire	4	1	1					
Outside Storage Fire	1							
Outside Equipment Fire		1						
Explosive/Bomb Removal	1							
Medical Assist – EMR	983	5	35				2	
Water Problem/Leak	3							
Confined Space Rescue	1	1						
Ice / Water Related Rescue	1	3						
Water Craft Rescue	2							
Chemical/Haz Mat	2	2						
Flammable/Combustible								
Liquid Leak/Spill	28	4	1					
Carbon Monoxide Incident	20	7	2					
Electrical/Equip Problem								
Overheated Motor	10							1
Power Line Down		5						
Animal Rescue	2							
Public Service	4	1						
Unauthorized Burning	9	4						
Dispatched & No Incident Found	1							
Lock-Out	1							
Smoke/Odor Removal	3							
Smoke Scare/Smoke Odor	13	1						
Alarm Activation, No Fire	97	22	7					
Vehicle Accident	35	18	4					
Citizen Complaint	1							
Assist Law /Gvmt Agency	19	8	2				2	
Sprinkler System Activation, No Fire	3							
Building/Structure Weakened or Collapsed	2							
Authorized/Controlled Burn	4	1						
Fire Investigation	4							
Excessive Heat, Scorch Burns, No Ignitions	4							
Search for Person in Water		3	1					
Search for Person on Land	2	2						
<u>TOTAL</u>	<u>1275</u>	<u>95</u>	<u>53</u>	<u>2</u>	<u>1</u>	<u>1</u>	<u>9</u>	<u>1</u>

Staff Hour Summary

Community Service:

165.3 Hours

- * Assist Another Dept.
- * Honor Guard or Funeral Activities

- * Testing Marina Dock Systems
- * Port Security Cameras

Firefighter Training:

3,421.66 Hours

- * Training Inside of Tower – 178.17 Hours
- * Training not at Training Site – 2,213.1 Hours

- * Training at Training Site – 1,030.39 Hours

Fire Inspections:

1,922.82 Hours

- * City of Sturgeon Bay – 1,607.12 Hours
1,442 Inspections
591 Re-Inspections

- * Town of Sevastopol – 180.5 Hours
134 Inspections
61 Re-Inspections

- * Town of Sturgeon Bay – 29.02 Hours
20 Inspections
03 Re-Inspections

- * Town of Jacksonport – 106.18 Hours
79 Inspections
13 Re-Inspections

Incident Response:

1,961.33 Hours

Miscellaneous Hours:

230.75 Hours

- * City/Town Meetings
- * Building Pre-Plans
- * Staff Meetings
- * Truck Research

- * Physical Agility Testing

Public Fire Safety Education:

607.1 Hours

- * Sprinkler System Testing
- * Special Events/Parades
- * Fire Extinguisher Demos
- * Car Seat Safety/Installations
- * Fire Safety Presentations for Schools/Civic Groups/Businesses
- * Fire Drills/Testing

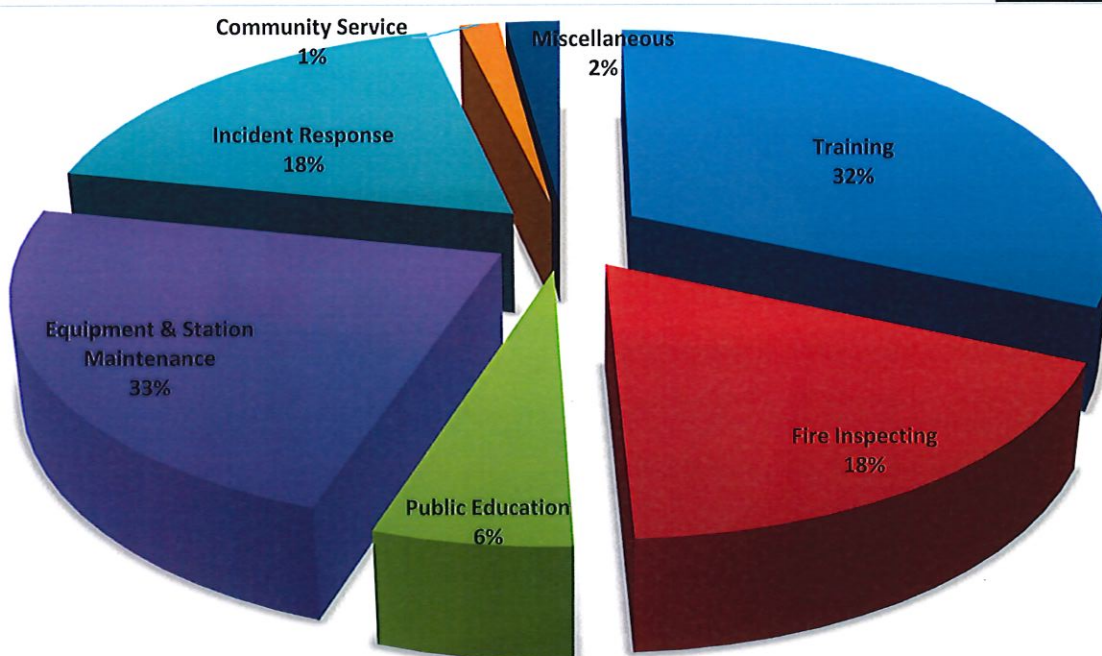
Station/Equipment Maintenance:

2,504.85 Hours

- * Apparatus Inventories
- * Ladder Inspection/Maint
- * Hose Testing
- * Station Maintenance/Cleaning
- * Apparatus/Equipment Maint/Repair
- * SCBA Maintenance/Fit Testing
- * Apparatus/Equipment Checks
- * PPE/Gear Inspections

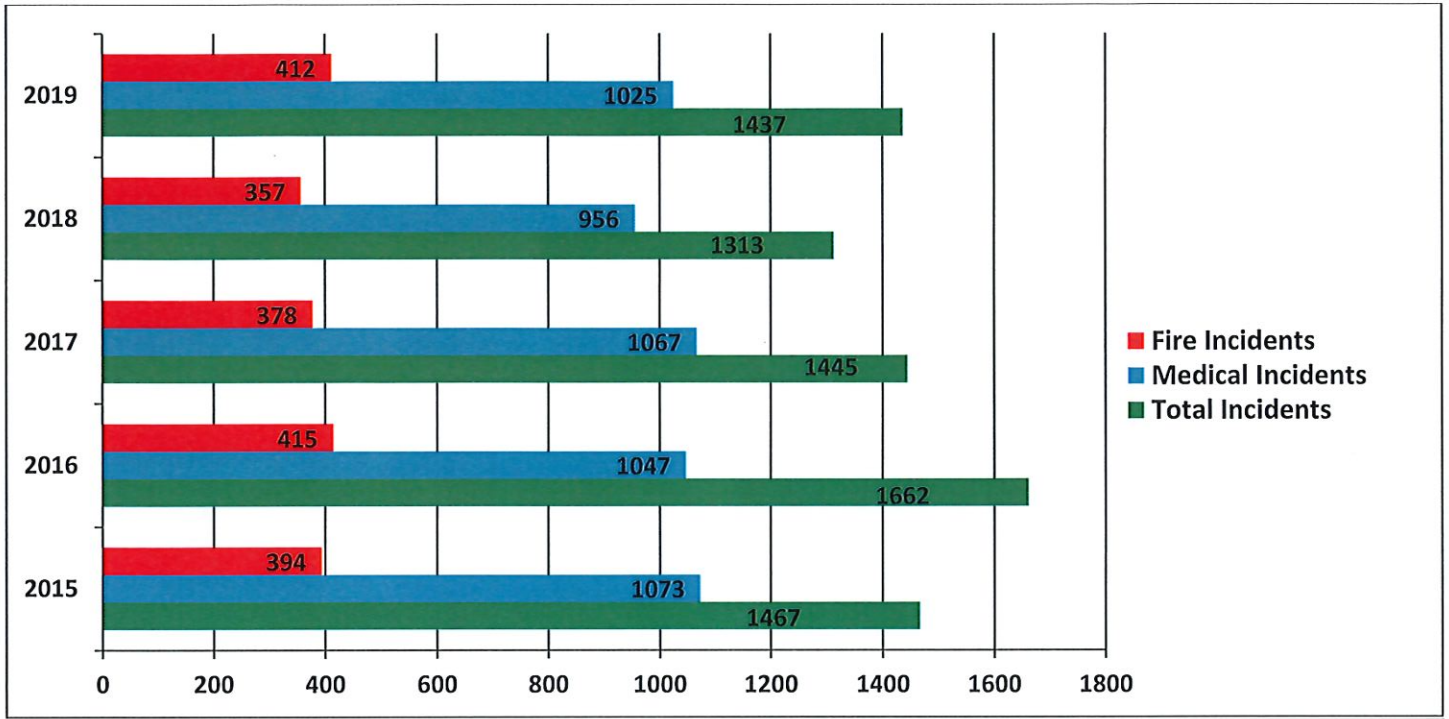
Total Hours:

10,813.81 Hours

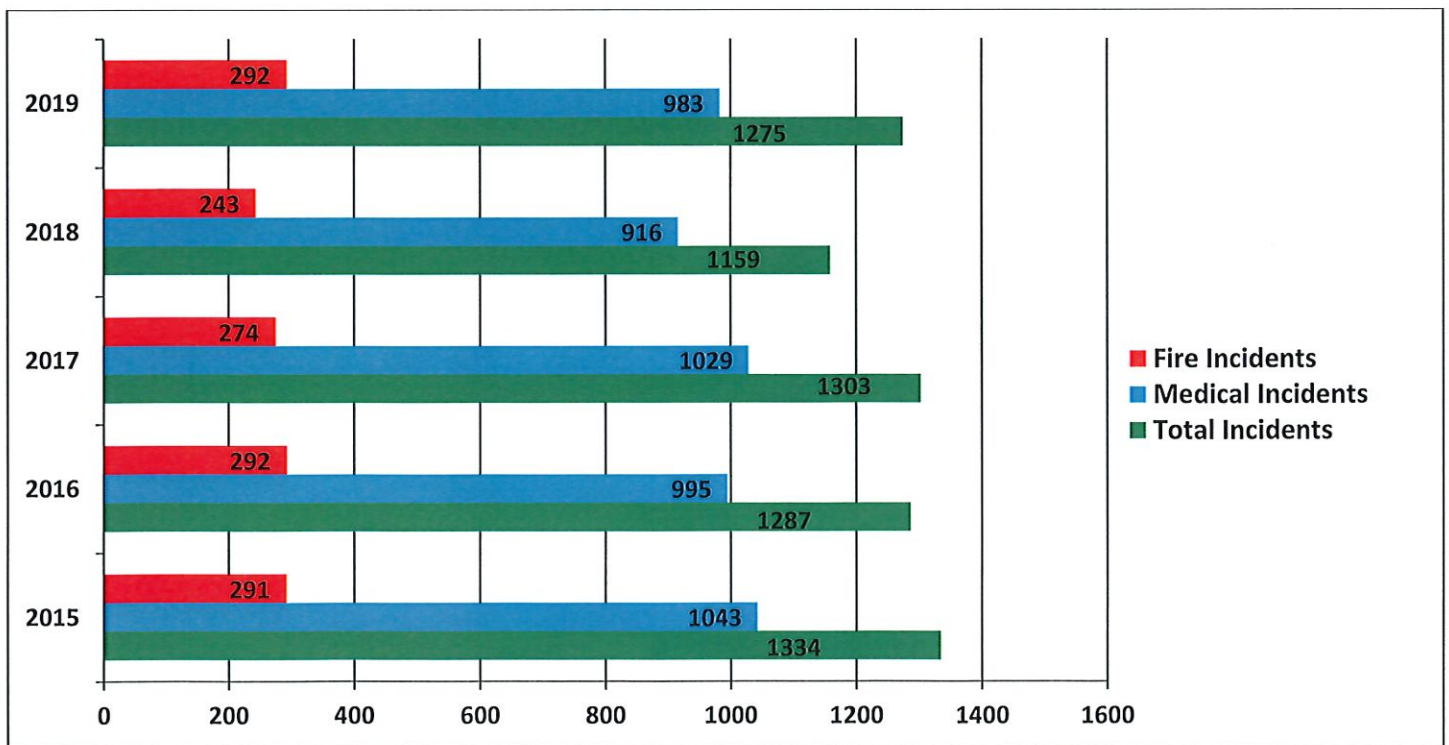


5 YEAR INCIDENT COMPARISON

TOTAL INCIDENTS

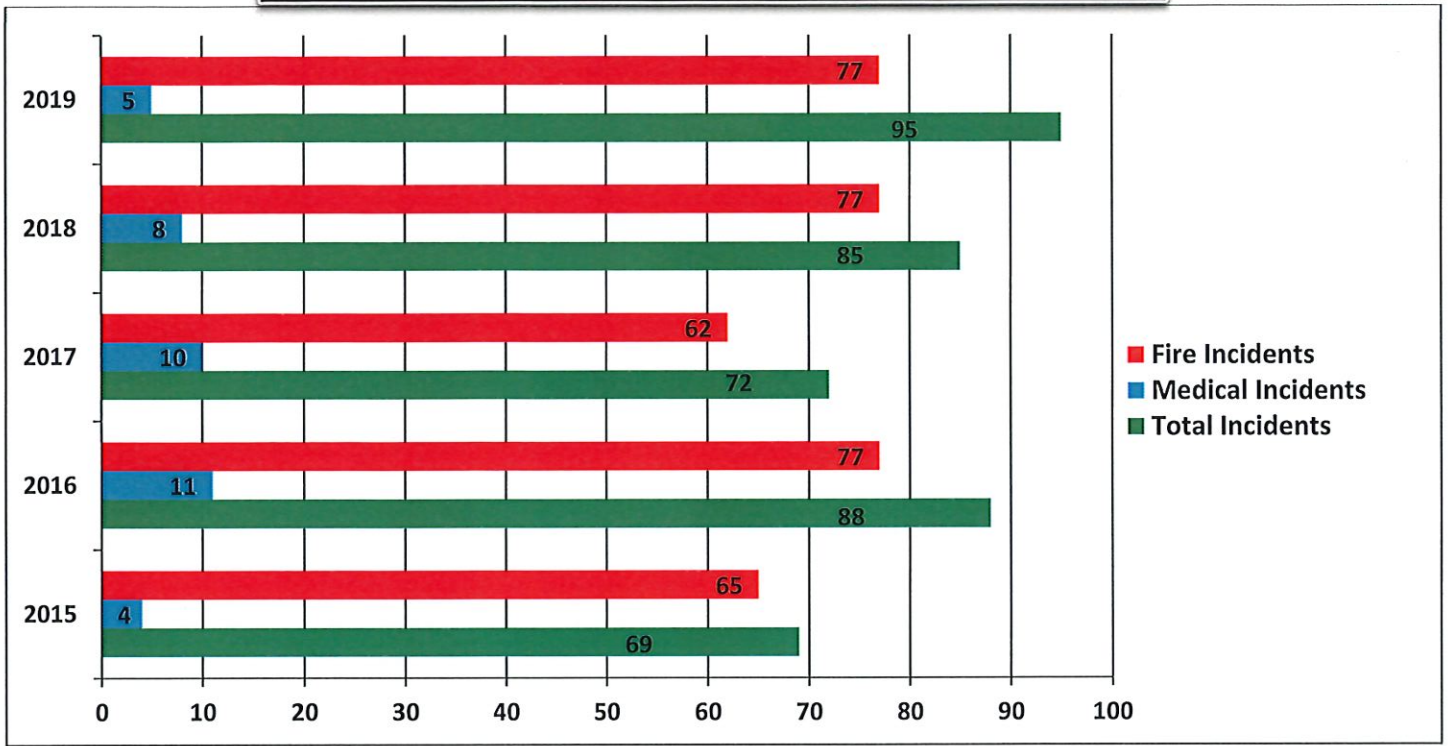


CITY OF STURGEON BAY

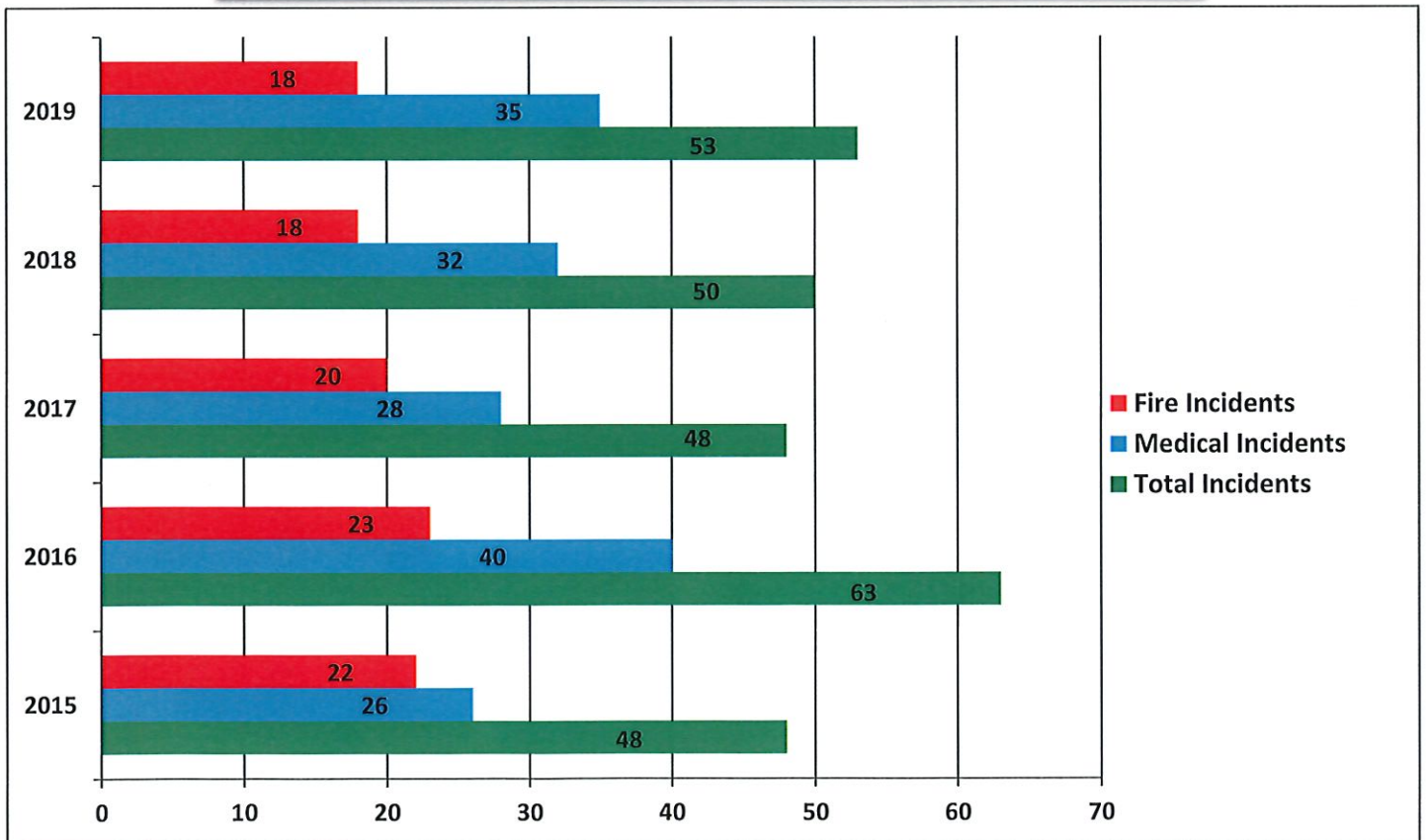


5 YEAR INCIDENT COMPARISON

TOWN OF SEVASTOPOL



TOWN OF STURGEON BAY



INVOICES DUE ON/BEFORE 03/03/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
LAW/LEGAL				
16555	PINKERT LAW FIRM, LLP	01/20 TRAFFIC MATTERS	01-110-000-55010	3,104.50
TOTAL				3,104.50
TOTAL LAW/LEGAL				3,104.50
CITY CLERK-TREASURER				
13901	MTAW	2020 CONFERENCE REG/CLARIZIO	01-115-000-55600	100.00
USBANK	US BANK	CONFERENCE REG/REINHARDT	01-115-000-55600	20.00
USBANK		CONFERENCE REG/CLARIZIO	01-115-000-55600	20.00
USBANK		CONFERENCE REG/REINHARDT	01-115-000-55600	35.00
USBANK		ANNL MEMBERSHIP WMCA/REINHARDT	01-115-000-55600	65.00
TOTAL				240.00
TOTAL CITY CLERK-TREASURER				240.00
ADMINISTRATION				
USBANK	US BANK	MEAL MAYOR/VANLIESHOUT MTG	01-120-000-55600	17.42
USBANK		FUEL	01-120-000-55600	20.22
USBANK		FUEL	01-120-000-55600	41.95
TOTAL				79.59
TOTAL ADMINISTRATION				79.59
COMPUTER				
03101	CDW GOVERNMENT, INC.	HDMI CONVERTER	01-125-000-55550	20.34
03101		3 MONITORS	01-125-000-55550	442.53
HARRIS	HARRIS COMPUTER SYSTEMS	FINANCIAL SOFTWARE	01-125-000-55550	12,241.60
TOTAL				12,704.47
TOTAL COMPUTER				12,704.47
CITY ASSESSOR				
ASSO APP	ASSOCIATES APPRAISAL	03.03.20 CONTRACT	01-130-000-55010	1,333.33
SIRSPEED	SIR SPEEDY	2 BX #2 WINDOW ENVELOPES	01-130-000-52800	144.96
TOTAL				1,478.29
TOTAL CITY ASSESSOR				1,478.29
BUILDING/ZONING CODE ENFORCEMT				
USBANK	US BANK	20 STATE SEALS	01-140-000-52750	660.00
USBANK		SHIPPING	01-140-000-52750	5.04

INVOICES DUE ON/BEFORE 03/03/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
TOTAL				665.04
TOTAL BUILDING/ZONING CODE ENFORCEMENT				665.04
MUNICIPAL SERVICES ADMIN.				
03133	CELLCOM WISCONSIN RSA 10	01/20 CHAD CELL SVC	01-145-000-58250	24.78
TOTAL				24.78
TOTAL MUNICIPAL SERVICES ADMIN.				24.78
PUBLIC WORKS ADMINISTRATION				
03133	CELLCOM WISCONSIN RSA 10	01/20 STEVE CELL SVC	01-150-000-58250	31.77
03133		01/20 MIKE B CELL SVC	01-150-000-58250	43.85
03133		01/20 CELL SVC	01-150-000-58250	7.55
TOTAL				83.17
TOTAL PUBLIC WORKS ADMINISTRATION				83.17
ELECTIONS DEPARTMENT				
04975	ECONO FOODS	DONUTS-POLL WORKERS	01-155-000-54999	11.97
TOTAL				11.97
TOTAL ELECTIONS DEPARTMENT				11.97
CITY HALL				
03159	SPECTRUM	01/20 FIRE CABLE SVC	01-160-000-58999	134.24
19880	STURGEON BAY UTILITIES	421 MICHIGAN ST	01-160-000-56150	2,174.33
19880		421 MICHIGAN ST	01-160-000-58650	233.02
23730	WPS	421 MICHIGAN ST	01-160-000-56600	1,472.21
WARNER	WARNER-WEXEL WHOLESALE &	ICE MELT	01-160-000-51850	33.15
WARNER		PAPER PRODUCTS	01-160-000-51850	160.60
TOTAL				4,207.55
TOTAL CITY HALL				4,207.55
INSURANCE				
MCCLONE	MCCLONE AGENCY, INC	2019-2020 WORK COMP AUDIT	01-165-000-58750	3,320.00
TOTAL				3,320.00
TOTAL INSURANCE				3,320.00

INVOICES DUE ON/BEFORE 03/03/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
GENERAL EXPENDITURES				
08167	GANNETT WISCONSIN NEWSPAPERS	ORDINANCE PUBLICATION	01-199-000-57450	35.85
08167		ORDINANCE PUBLICATION	01-199-000-57450	29.28
08167		PUBLIC HEARING NOTICE	01-199-000-57450	32.04
USBANK	US BANK	STAMPS-ABSENTEE BALLOTS	01-199-000-57250	110.00
TOTAL				207.17
TOTAL GENERAL EXPENDITURES				207.17
POLICE DEPARTMENT				
04150	DEJARDIN CLEANERS LLC	LAUNDRY/PORTER	01-200-000-56800	24.13
15890	PACK AND SHIP PLUS	SHIPPING/CS #20-000692	01-200-000-57250	9.93
22800	WALMART COMMUNITY	COMPUTER CABLES	01-200-000-55500	65.79
BUBBRICKS	BUBBRICK'S COMPLETE OFFICE, INC	ASST OFFICE SUPPLIES	01-200-000-51950	39.38
STAPLES	WISCONSIN DOCUMENT IMAGING LLC	7038 BLACK COPIES	01-200-000-51600	94.31
STAPLES		1331 COLOR COPIES	01-200-000-51600	53.24
US BANK	US BANK EQUIPMENT FINANCE	COPY MACHINE TRANSITIONAL BILL	01-200-000-55650	82.20
USBANK	US BANK	LODGING/PORTER	01-200-000-55600	103.46
USBANK		TURNPIKE TOLL	01-200-000-55600	14.60
USBANK		MEAL/PORTER	01-200-000-55600	12.97
USBANK		MEAL/PORTER	01-200-000-55600	19.65
USBANK		WI CHIEF ASSOC MEMBER RENEWAL	01-200-000-56000	130.00
USBANK		NATL & WI CHAPTER DUES/PORTER	01-200-000-56000	110.00
USBANK		MEAL/PORTER	01-200-000-55600	20.79
USBANK		LODGING/PORTER	01-200-000-55600	82.00
USBANK		MISC EQUIP/FORENSIC LAB	01-200-000-55500	330.20
USBANK		PANTS/BRINKMAN	01-200-000-52900	71.71
USBANK		WI CHIEF CONF REG/BRINKMAN	01-200-000-55600	200.00
USBANK		FBI-LEEDA MEMBERSHIP/BRINKMAN	01-200-000-56000	50.00
USBANK		FBINAA MEMBERSHIP/BRINKMAN	01-200-000-56000	110.00
USBANK		WI CHIEF MEMBRSH/BRNKMAN	01-200-000-56000	80.00
USBANK		WIRELESS KEYBOARD/MOUSE-LAB	01-200-000-55500	22.41
USBANK		WLEEDA CONF MEALS/BRINKMAN	01-200-000-55600	8.39
USBANK		WLEEDA CONF MEALS/BRINKMAN	01-200-000-55600	14.14
USBANK		WLEEDA CONF MEALS/BRINKMAN	01-200-000-55600	16.01
USBANK		WLEEDA CONF MEALS/BRINKMAN	01-200-000-55600	12.81
USBANK		WLEEDA CONF MEALS/BRINKMAN	01-200-000-55600	14.41
USBANK		WLEEDA LODGING/BRINKMAN	01-200-000-55600	164.00
TOTAL				1,956.53
TOTAL POLICE DEPARTMENT				1,956.53
POLICE DEPARTMENT/PATROL				
02134	THOMAS BAUDHUIN	BRIDGE TOLL REIMB/BAUDHIN CJP	01-215-000-54999	8.00
04575	DOOR COUNTY HARDWARE	FUEL FILTER	01-215-000-54999	13.99
04575		GLOVES/CSO & SQD 10	01-215-000-54999	44.97
04696	DOOR COUNTY TREASURER	01/20 FUEL CHARGES	01-215-000-51650	3,341.63
12251	LAW ENFORCEMENT TARGETS INC.	WI ACTIVE THREAT CON REG/BRNDT	01-215-000-55600	95.00
12251		WI ACTIVE THREAT CON REG/SHEW	01-215-000-55600	95.00
19880	STURGEON BAY UTILITIES	SUNSET PARK BT LAUNCH	01-215-000-56150	11.53
19880		NEENAH AVE CAMERA	01-215-000-56150	11.35

INVOICES DUE ON/BEFORE 03/03/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
19880		SHORECREST RD CAMERA	01-215-000-56150	8.63
22800	WALMART COMMUNITY	BATTERIES	01-215-000-54999	7.98
920DETAI	920DETAILING, LLC	INTERIOR DETAILING-SUV	01-215-000-58550	125.00
BRANDT	JENNA BRANDT	CONF MEAL REIMBURSE/BRANDT	01-215-000-55600	43.65
GLOBALRE	GLOBAL RECOGNITION, INC	SHIPPING	01-215-000-54999	6.50
HENRY	CLINT HENRY	COLLEGE COURSE REIMB/HENRY	01-215-000-55600	690.00
LAWENFOR	LAW ENFORCEMENT	WI ACTIVE THREAT CON REG/HAACK	01-215-000-55600	95.00
R0000608	AUTO ZONE, INC	WINDSHIELD WASHER FLUID	01-215-000-58600	35.04
SEPTIC	SEPTIC MAINTENANCE OF DOOR CTY	VACUUM OUT GARAGE FLOOR DRAIN	01-215-000-54999	85.00
USBANK	US BANK	CREDIT	01-215-000-52900	-5.02
USBANK		TRAIN MEALS/COYHIS &HOUGAARD	01-215-000-55600	20.86
USBANK		LODGING HENRY	01-215-000-55600	84.17
USBANK		CONF MEAL/HENRY	01-215-000-55600	10.77
USBANK		FUEL	01-215-000-51650	38.16
USBANK		BOATING CHART APP	01-215-000-58250	15.81
USBANK		OBIT/CJP CASE	01-215-000-54999	2.95
USBANK		WEBSITE MAINTENANCE	01-215-000-58999	11.70
USBANK		FOOD/CADET GRAD CELEBRATION	01-215-000-54999	40.99
USBANK		FOOD/CABET GRAD CELEBRATION	01-215-000-54999	40.98
USBANK		FUEL	01-215-000-51650	30.60
USBANK		FUEL	01-215-000-51650	36.75
USBANK		FUEL	01-215-000-51650	29.00
USBANK		FUEL	01-215-000-51650	32.10
USBANK		FUEL	01-215-000-51650	17.00
USBANK		FUEL	01-215-000-51650	31.50
USBANK		FUEL	01-215-000-51650	26.00
USBANK		APPLE ICLOUD STORGAE	01-215-000-58250	0.99
USBANK		FORD EXPLR FLOOR MATS	01-215-000-54999	134.99
USBANK		WIPER BLADES	01-215-000-58600	13.70
USBANK		HOMICIDE CONF/BILODEAU	01-215-000-55600	225.00
USBANK		SUPERVISOR CONF/COYHIS	01-215-000-55600	149.00
USBANK		UNIFORM/SNOVER	01-215-000-52900	351.50
TOTAL				6,057.77
TOTAL POLICE DEPARTMENT/PATROL				6,057.77
POLICE DEPT. / INVESTIGATIONS				
USBANK	US BANK	2020 MOCIC MEMBER DUES/20 OFFC	01-225-000-57950	150.00
TOTAL				150.00
TOTAL POLICE DEPT. / INVESTIGATIONS				150.00
FIRE DEPARTMENT				
04575	DOOR COUNTY HARDWARE	FASTENERS	01-250-000-54999	2.00
04575		FASTENERS/ELECT TAPE	01-250-000-54999	44.84
04575		DRILL BIT/SURGE OUTLET	01-250-000-54999	21.98
04575		SHELF BRACKET/FASTENERS	01-250-000-54999	7.48
04575		FASTENERS	01-250-000-54999	1.84
04575		BLEACH/HOOKS	01-250-000-54999	23.35
04575		ASSORTED SUPPLIES	01-250-000-54999	51.93

INVOICES DUE ON/BEFORE 03/03/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
04575		SUPPLIES	01-250-000-54999	41.97
04575		FASTENERS	01-250-000-54999	4.32
04575		FASTENERS	01-250-000-54999	1.24
04575		FASTENERS	01-250-000-54999	9.40
04575		FASTENERS	01-250-000-54999	6.00
04575		FASTENERS/CLAMP/VELCRO	01-250-000-54999	40.10
04575		CREDIT RETURN	01-250-000-54999	-15.00
04696	DOOR COUNTY TREASURER	FUEL	01-250-000-51650	1,011.35
11545	MAPLE STREET SIGN CO.	SCBA ID TAGS	01-250-000-52350	30.00
13320	JEFFERSON FIRE & SAFETY, INC	ANNL COMPRESSOR TEST/CERT	01-250-000-56250	760.50
15890	PACK AND SHIP PLUS	SHIPPING	01-250-000-57550	179.59
15890		SHIPPING	01-250-000-57550	167.55
16570	PIONEER FIRE COMPANY	UNIFORMS	01-250-000-52900	257.40
19880	STURGEON BAY UTILITIES	92 E MAPLE STREET	01-250-000-56675	6.22
19880		421 MICHIGAN ST	01-250-000-56675	133.25
19880		TRUCK FILL	01-250-000-56675	41.00
19880		MEM FLD WARMING HOUSE	01-250-000-56675	49.73
19880		SALT SHED	01-250-000-56675	6.22
19880		CITY GARAGE	01-250-000-56675	49.73
19880		GARLAND PARK	01-250-000-56675	6.22
19880		SUNSET CONSN CNTR	01-250-000-56675	49.73
19880		FRANK GRASSE MEM SHELTER	01-250-000-56675	15.54
19880		OTUMBA PARK	01-250-000-56675	6.22
19880		WEST SIDE WARMING HOUSE	01-250-000-56675	6.22
19880		WEST SIDE FIRE STATION	01-250-000-56675	49.73
19880		WEST SIDE FIRE STATION	01-250-000-56150	136.00
19880		WEST SIDE FIRE STATION	01-250-000-58650	87.58
19880		38 S NEEHAN AVE	01-250-000-56675	6.22
19880		38 S NEEHAN AVE RESTROOM	01-250-000-56675	31.08
19880		JAYCEE BALLFLD STAND	01-250-000-56675	15.54
19880		WEST SIDE BALLFLD LITES	01-250-000-56675	31.08
19880		GIRLS LITTLE LEAGUE	01-250-000-56675	49.73
19880		N 14TH AVE WARNING SIREN	01-250-000-56150	8.24
19880		FIRE TRAINING SITE	01-250-000-56675	6.22
19880		FIRE TRAINING SITE	01-250-000-56150	8.39
19880		212 W LOCUST CT	01-250-000-56675	6.22
19880		MADISON AVE SPRINKLG	01-250-000-56675	15.54
19880		PENNSYLVANIA ST DOCK	01-250-000-56675	15.54
19880		GREEN BAY RD SIREN	01-250-000-56150	15.74
19880		EAST SIDE DOCK	01-250-000-56675	6.22
19880		COVE RD/CANAL RD SIREN	01-250-000-56150	14.17
19880		N 1ST AVE MARINA/RSTROOM	01-250-000-56675	49.73
19880		KENTUCKY ST CITY PKG RAMP	01-250-000-56675	6.22
19880		48 KENTUCKY ST DOCK	01-250-000-56675	15.54
19880		KENTUCKY ST CITY MARINA	01-250-000-56675	49.73
19880		SIGN SHED	01-250-000-56675	6.22
19880		CHERRY BLOSSOM PRK	01-250-000-56675	15.54
19880		CLAY BANKS RD SIREN	01-250-000-56150	15.47
ADVAUTO	GENERAL PARTS DISTRIBUTION LLC	FILTERS/E4-E6	01-250-000-53000	112.94
ADVAUTO		CREDIT RETURN	01-250-000-53000	-112.94
ADVAUTO		LUBE/FUEL/FUEL SPIN-ON	01-250-000-53000	91.78
ADVAUTO		CREDIT RETURNS	01-250-000-53000	-44.72
ADVAUTO		FUEL/OIL FILTER/FUEL SPIN ON	01-250-000-53000	70.31
ADVAUTO		FUEL SPIN ON	01-250-000-53000	43.93
ADVAUTO		CREDIT RETURNS	01-250-000-53000	-2.29
ADVAUTO		T2/E4/E6 SUPPLIES	01-250-000-53000	44.72

INVOICES DUE ON/BEFORE 03/03/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
CUSTOMFA	CUSTOM FAB & BODY, LLC	SQUAD 1 BODY FRAME REPAIR	01-250-000-53000	4,158.55
IMS	IMS ALLIANCE	SCBA ID TAGS	01-250-000-52950	131.25
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	BLUEDEF	01-250-000-53000	26.00
O'REILLY		WIRE/LUGS/CIRCUIT BRAKER	01-250-000-53000	99.26
O'REILLY		WIRE LOOM	01-250-000-53000	52.00
O'REILLY		BATT CABLE/LED LIGHTS	01-250-000-53000	90.38
O'REILLY		DEF	01-250-000-53000	21.98
O'REILLY		AIR BRAKE FTG	01-250-000-53000	14.86
O'REILLY		WIRE/SILICONE/RUBBER UNDER	01-250-000-53000	53.46
O'REILLY		ELECT TAPE/BRAKELEEN	01-250-000-53000	32.33
O'REILLY		COPPER LUGS	01-250-000-53000	7.38
O'REILLY		BATTERY CABLE	01-250-000-53000	19.20
O'REILLY		BATT CABLE/LUG	01-250-000-53000	534.40
O'REILLY		COPPER LUGS	01-250-000-53000	7.98
O'REILLY		WIRE/CIRCUIT BRAKER	01-250-000-53000	48.97
O'REILLY		U JOINT/GEAR OIL/BRAKELEEN	01-250-000-53000	61.47
O'REILLY		WIRE LOOM	01-250-000-53000	2.58
O'REILLY		DEF	01-250-000-53000	43.96
PAULCONW	PAUL CONWAY SHIELDS	SCBA LENS KIT	01-250-000-52350	170.50
USBANK	US BANK	GAS METER	01-250-000-52700	619.00
USBANK		ACTIVE 911 SUBSCRIPTION	01-250-000-56000	260.04
USBANK		ACTIVE 911 SUBSCRIPTION	01-250-000-56000	12.73
USBANK		INSPECTION BOOK	01-250-000-51950	166.00
USBANK		LIGHT/CH11	01-250-000-53000	120.02
USBANK		KNOX BOX	01-250-000-53000	911.00
USBANK		FLOORMATS/GUARDS-CH11	01-250-000-53000	293.14
USBANK		TOOLS/E4-E6	01-250-000-51350	158.00
USBANK		TOOLS/BLOWERS-E4 & E5	01-250-000-51350	538.00
USBANK		12/19 DATA	01-250-000-58250	307.78
USBANK		FF2 BOOK	01-250-000-56000	128.22
USBANK		UNIFORM SHOES	01-250-000-52900	95.98
USBANK		DOCK STATION MOUNT/MAT	01-250-000-53000	69.38
USBANK		MUDFLAPS/CH11	01-250-000-53000	94.85
USBANK		MISC SUPPLIES	01-250-000-54999	65.14
USBANK		COATINGS/M1	01-250-000-53000	189.00
USBANK		LIGHT/B8	01-250-000-53000	154.48
TOTAL				13,642.61
TOTAL FIRE DEPARTMENT				13,642.61
SOLID WASTE MGMT/SPRING/FALL				
ADVANCED	ADVANCED DISPOSAL	FLUORESCENT BULBS	01-311-000-58400	40.00
TOTAL				40.00
TOTAL SOLID WASTE MGMT/SPRING/FALL				40.00
COMPOST/SOLID WASTE SITE				
19880	STURGEON BAY UTILITIES	COMPOST SITE	01-320-000-56150	8.24
TOTAL				8.24

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
TOTAL COMPOST/SOLID WASTE SITE				8.24
ROADWAYS/STREETS				
14826	NORTHEAST ASPHALT, INC.	COLD MIX/23.63 TN @ 98.50	01-400-000-52200	2,327.56
TOTAL				2,327.56
TOTAL ROADWAYS/STREETS				2,327.56
SNOW REMOVAL				
SNOW REMOVAL				
13150	MASTERCRAFT WELDING SYSTEM	3/16" STEEL PLATE	01-410-000-51400	300.00
13150		24" OF 1 3/8 ROUND BASE	01-410-000-51400	276.00
13655	MONROE TRUCK EQUIPMENT, INC	AUGER KNOB	01-410-000-51400	17.35
19070	SCHARTNER IMPLEMENT INC	HYDRAULIC VALVE REPAIR	01-410-000-51400	65.00
19240	SERVICE MOTOR CO	KUBOTA PARTS	01-410-000-51400	127.34
ASTRO	ASTRO HYDRAULICS, INC	HYDRAULIC CYLINDER REPAIRS	01-410-000-51400	282.60
MACQUEEN	MACQUEEN EQUIPMENT, LLC	25 PK SHEAR PINS	01-410-000-51400	185.18
MACQUEEN		SHIPPING	01-410-000-51400	14.82
MACQUEEN		SHOP SUPPLIES	01-410-000-51400	52.19
MACQUEEN		ADJUST SNOWBLOWER CLUTCH	01-410-000-51400	1,043.90
R0000655	TRANSMOTION, LLC	2 HYDRAULIC COUPLERS	01-410-000-51400	124.86
TOTAL SNOW REMOVAL				2,489.24
TOTAL SNOW REMOVAL				2,489.24
STREET MACHINERY				
04545	DOOR COUNTY COOPERATIVE/NAPA	TOOLS	01-450-000-52700	56.07
04545		SMALL TOOLS	01-450-000-52700	96.40
04545		HYDRAULIC FLUID	01-450-000-53000	56.03
04545		WIPER BLADES	01-450-000-52150	25.87
04603	HALRON LUBRICANTS INC	275 G DSL EXHAUST FLUID	01-450-000-52150	436.67
04603		TOTE DEPOSIT	01-450-000-52150	150.00
04603		HAND PUMP WITH HOSE	01-450-000-52150	135.00
04696	DOOR COUNTY TREASURER	01/20 FUEL 435.1 GAL	01-450-000-51650	982.89
04696		01/20 DSL FUEL 792.37 GAL	01-450-000-51650	2,101.37
06012	FASTENAL COMPANY	HARDWARE	01-450-000-52150	4.33
06012		HARDWARE	01-450-000-52150	10.98
06012		BOLTS	01-450-000-53000	4.68
06012		1" RINGS	01-450-000-53000	10.50
13150	MASTERCRAFT WELDING SYSTEM	20FT 2 1/4" TUBE	01-450-000-53000	162.00
13150		2"X2" 1/2" PLATE STEEL	01-450-000-53000	80.00
13655	MONROE TRUCK EQUIPMENT, INC	AMBER LIGHTS	01-450-000-53000	114.76
13655		TOGGLE SWITCH	01-450-000-53000	8.49
13655		THUMB SCREW	01-450-000-53000	3.74
19240	SERVICE MOTOR CO	WIPER ARM KIT	01-450-000-53000	169.00
JX ENT	JX ENTERPRISES, INC.	DUMPBOX VIBE/FREIGHT	01-450-000-53000	673.64
JX ENT		SEALED BEAM	01-450-000-53000	12.49
JX ENT		POWER DSL SERVICE	01-450-000-53000	16.47

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	SEALED BEAM	01-450-000-53000	11.06
QUALITY	QUALITY TRUCK CARE CENTER INC	CLAMP	01-450-000-53000	33.95
QUALITY		REGULATOR HANDLES	01-450-000-53000	212.28
TOTAL				5,568.67
TOTAL STREET MACHINERY				5,568.67
CITY GARAGE				
19880	STURGEON BAY UTILITIES	SALT SHED	01-460-000-56150	105.96
19880		CITY GARAGE	01-460-000-56150	815.32
19880		CITY GARAGE	01-460-000-58650	123.22
19959	SUPERIOR CHEMICAL CORP	CLASS CLEANER 12@ 6.21	01-460-000-54999	78.12
19959		SHIPPING	01-460-000-54999	7.56
TOTAL				1,130.18
TOTAL CITY GARAGE				1,130.18
HIGHWAYS - GENERAL				
19880	STURGEON BAY UTILITIES	808 S DULUTH AVE	01-499-000-58000	9.09
19880		1536 EGG HARBOR RD TRFFC LIGHT	01-499-000-58000	20.84
19880		N 14TH AVE EGG HRBR TRFC LITES	01-499-000-58000	26.39
19880		2 TRFC WARNING LIGHTS	01-499-000-58000	5.50
19880		MADISON AVE WS TRFF LITES	01-499-000-58000	120.65
19880		342 ORNAMENTAL ST LIGHT	01-499-000-58000	4,599.43
19880		587 OVERHEAD ST LIGHTS	01-499-000-58000	6,770.34
19880		S LANSING & W WALNUT SIGN	01-499-000-58000	7.49
19880		EAST SIDE DOCK	01-499-000-58000	43.23
19880		OLD HWY RD SIGN	01-499-000-58000	8.24
WIEGAND	STEVE WIEGAND	SAFETY BOOT REIMB/WIEGAND	01-499-000-56800	110.76
TOTAL				11,721.96
TOTAL HIGHWAYS - GENERAL				11,721.96
PARK & RECREATION ADMIN				
03133	CELLCOM WISCONSIN RSA 10	01/20 MIKE B CELL SVC	01-500-000-58250	43.85
03133		01/20 CELL SVC	01-500-000-58250	7.54
03133		01/20 CELL SVC	01-500-000-58250	24.78
17700	QUILL CORPORATION	CLIPBOARD	01-500-000-51950	9.57
17700		ASSORTED OFFICE SUPPLIES	01-500-000-51950	105.49
17700		BUSINESS CARD HOLDER	01-500-000-51950	3.58
22800	WALMART COMMUNITY	OFFICE SUPPLIES	01-500-000-51950	42.75
USBANK	US BANK	OFFICE SUPPLIES	01-500-000-51950	18.97
USBANK		CREDIT	01-500-000-51950	-0.99
USBANK		ARBOR DAY FOUNDATION MEMBERSHP	01-500-000-56000	28.00
USBANK		INK CARTRIDGE	01-500-000-51950	56.97
TOTAL				340.51

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GENERAL FUND

TOTAL PARK & RECREATION ADMIN 340.51

PARKS AND PLAYGROUNDS

04696	DOOR COUNTY TREASURER	01/20 FUEL 257.35 GAL	01-510-000-51650	581.35
04696		01/20 DSL FUEL 25.48 GAL	01-510-000-51650	67.57
19880	STURGEON BAY UTILITIES	3RD AVE FLORIDA ST/SUNSET PRK	01-510-000-56150	13.79
19880		MARTIN PARK PAVILLION	01-510-000-56150	11.15
19880		MARTIN PARK RESTROOM	01-510-000-58650	14.22
19880		MEM FLD WARMING HOUSE	01-510-000-56150	60.53
19880		MEM FLD WARMING HOUSE	01-510-000-58650	52.16
19880		GARLAND PARK	01-510-000-56150	8.24
19880		GARLAND PARK	01-510-000-58650	8.00
19880		SUNSET CONSN CNTR	01-510-000-56150	197.16
19880		SUNSET CONSN CNTR	01-510-000-58650	51.40
19880		FRANK GRASSE MEM SHELTER	01-510-000-56150	19.04
19880		FRANK GRASSE MEM SHELTER	01-510-000-58650	11.40
19880		OTUMBA PARK	01-510-000-56150	14.35
19880		OTUMBA PARK	01-510-000-58650	8.00
19880		WEST SIDE WARMING HOUSE	01-510-000-56150	15.45
19880		WEST SIDE WARMING HOUSE	01-510-000-58650	8.00
19880		JAYCEE BALLFLD STAND	01-510-000-56150	8.24
19880		JAYCEE BALLFLD STAND	01-510-000-58650	11.40
19880		421 MICHIGAN FLAG LIGHT	01-510-000-56150	26.29
19880		MEM FLD PRKING LOT	01-510-000-56150	8.53
19880		WEST SIDE BALLFLD LITES	01-510-000-56150	18.00
19880		MEM FLD COMPLEX	01-510-000-56150	248.97
19880		GIRLS LITTLE LEAGUE	01-510-000-58650	27.00
19880		OTUMBA PRK WALKWAY	01-510-000-56150	13.60
19880		QUINCY ST BALLFLD	01-510-000-58650	76.73
19880		SIGN SHED	01-510-000-56150	13.41
19880		SIGN SHED	01-510-000-58650	8.00
19880		CHERRY BLOSSOM PRK	01-510-000-56150	8.24
19880		CHERRY BLOSSOM PRK	01-510-000-58650	11.40
JX ENT	JX ENTERPRISES, INC.	ALARM	01-510-000-53000	59.98
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	TAPE	01-510-000-52100	6.52
USBANK	US BANK	10--2X6X12 @ 10.99EA	01-510-000-51800	109.90
USBANK		SAFETY VESTS	01-510-000-54999	141.71
USBANK		GLOVES	01-510-000-54999	40.62
USBANK		HEATER	01-510-000-52700	587.15
USBANK		RESTROOM PLUMBING SUPPLIES	01-510-000-54999	504.51
VIKING	VIKING ELECTRIC SUPPLY, INC	CREDIT	01-510-000-54999	-129.53
VIKING		ELECTRICAL SUPPLIES	01-510-000-54999	16.89
VIKING		ELECTRICAL SUPPLIES	01-510-000-54999	18.72
VIKING		ELECTRICAL SUPPLIES	01-510-000-54999	134.75

TOTAL 3,112.84

TOTAL PARKS AND PLAYGROUNDS 3,112.84

MUNICIPAL DOCKS

19880	STURGEON BAY UTILITIES	36 S NEENAH AVE PKG LOT LITES	01-550-000-56150	258.79
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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
19880		38 S NEENAH AVE	01-550-000-56150	8.24
19880		38 S NEENAH AVE	01-550-000-58650	8.00
19880		38 S NEENAH AVE RESTROOM	01-550-000-56150	47.43
19880		38 S NEENAH AVE RESTROOM	01-550-000-58650	18.00
TOTAL				340.46
TOTAL MUNICIPAL DOCKS				340.46
WATERFRONT PARKS & WALKWAYS				
19880	STURGEON BAY UTILITIES	MADISON AV DC WALKWAY	01-570-000-56150	11.71
19880		DC MUSEUM PRKING LOT	01-570-000-56150	158.90
19880		JUNIPER ST WALKWAY LTS	01-570-000-56150	87.33
19880		JUNIPER ST PRKING LOT	01-570-000-56150	60.52
19880		PENNSYLVANIA ST DOCK	01-570-000-58650	11.40
19880		KENTUCKY ST WATERFRONT	01-570-000-56150	151.62
19880		N 1ST AVE MARINA/RSTROOM	01-570-000-56150	415.33
19880		N 1ST AVE MARINA/RSTROOM	01-570-000-58650	52.91
19880		KENTUCKY ST CITY PKG RAMP	01-570-000-56150	289.95
19880		48 KENTUCKY ST DOCK	01-570-000-58650	11.40
19880		KENTUCKY ST CITY MARINA	01-570-000-58650	27.00
TOTAL				1,278.07
TOTAL WATERFRONT PARKS & WALKWAYS				1,278.07
EMPLOYEE BENEFITS				
EBC CORP	EMPLOYEE BENEFITS CORPORATION	01/20 COBRA	01-600-000-50510	60.00
EBC CORP		COBRA FSA,HRA,PEB	01-600-000-50510	242.50
TOTAL				302.50
TOTAL EMPLOYEE BENEFITS				302.50
COMMUNITY & ECONOMIC DEVLPMT				
USBANK	US BANK	BUSINESS CARDS/OLEJNICZAK	01-900-000-52800	39.02
TOTAL				39.02
TOTAL COMMUNITY & ECONOMIC DEVLPMT				39.02
TOTAL GENERAL FUND				76,632.69
CAPITAL FUND				
CITY HALL				
EXPENSE				
AMER O D	AMERICAN OVERHEAD DOOR	GARAGE DOOR OPENER INSTALL	10-160-000-59999	1,510.00
MICHAUD	DAVE MICHAUD HEATING & COOLING	3 HRS LABOR @ 90	10-160-000-59999	270.00
MICHAUD		MOTORIZED DAMOER	10-160-000-59999	392.30

INVOICES DUE ON/BEFORE 03/03/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
CAPITAL FUND					
EXPENSE					
	EXPENSE				
	MICHAUD	THEMOSTAT WIRE	10-160-000-59999	4.50	
	MICHAUD	JUNCTION BOX	10-160-000-59999	2.37	
	MICHAUD	COVER	10-160-000-59999	1.77	
	MICHAUD	SWITCH	10-160-000-59999	9.98	
TOTAL EXPENSE				2,190.92	
TOTAL CITY HALL				2,190.92	
PATROL					
	PATROL				
	AMERDIVE	AMERICAN DIVING SUPPLY,LLC	DIVE EQUIPMENT	10-215-000-59999	14,999.98
TOTAL PATROL				14,999.98	
TOTAL PATROL				14,999.98	
FIRE DEPARTMENT					
	EXPENSE				
	11545	MAPLE STREET SIGN CO.	STRIPING CH11	10-250-000-59035	522.36
TOTAL EXPENSE				522.36	
TOTAL FIRE DEPARTMENT				522.36	
TOTAL CAPITAL FUND				17,713.26	
CABLE TV					
CABLE TV / GENERAL					
	CABLE TV / GENERAL				
	MANN	MANN COMMUNICATIONS, LLC	03.03.20 CONTRACT	21-000-000-55015	5,205.84
TOTAL CABLE TV / GENERAL				5,205.84	
TOTAL CABLE TV / GENERAL				5,205.84	
TOTAL CABLE TV				5,205.84	
TID #2 DISTRICT					
TID DISTRICT #2					
	TID #2 A AREA BONDS - DVL				
	13170	BOARD OF COMMISSIONERS OF	03/20 TID 2 SPLLC	25-320-931-70000	1,958.70
	13170		03/20 TID 2 SPLLC	25-320-931-70001	668.43
	13170		03/20 TID 2 SPLLC	25-320-931-70000	8,963.58
	13170		03/20 TID 2 SPLLC	25-320-931-70001	3,662.22
	13170		03/20 TID 2 SPLLC	25-320-931-70000	4,530.90
	13170		03/20 TID 2 LLC	25-320-931-70001	1,851.16
	13170		03/20 TID 2 AMENDED	25-320-931-70000	26,147.55
	13170		03/20 TID 2 AMENDED	25-320-931-70001	8,923.31
TOTAL TID #2 A AREA BONDS - DVL				56,705.85	
TOTAL TID DISTRICT #2				56,705.85	
TOTAL TID #2 DISTRICT				56,705.85	

DATE: 02/25/1920
TIME: 14:05:29
ID: AP443ST0.NOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 03/03/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
04696	DOOR COUNTY TREASURER	01/20 DSL FUEL 2083.28 GAL	60-000-000-51650	5,524.85
ADVANCED	ADVANCED DISPOSAL	201.83 TN GARBAGE	60-000-000-58300	12,898.91
ADVANCED		83.50 TN RECYCLING	60-000-000-58350	1,232.48
ASTRO	ASTRO HYDRAULICS, INC	REBUILD/TEST 2 HYDRAULIC CYLIN	60-000-000-53000	1,049.80
FLEETPRI	FLEETPRIDE	4 BRAKE SHOES @ 49.56	60-000-000-53000	198.24
FLEETPRI		4 EATON CORES @ 40.00	60-000-000-53000	160.00
FLEETPRI		FREIGHT	60-000-000-53000	20.00
FLEETPRI		4 BRAKE SHOE KITS @ 83.67	60-000-000-53000	334.68
JX ENT	JX ENTERPRISES, INC.	INJECTOR	60-000-000-53000	340.11
JX ENT		DEF DOSER	60-000-000-53000	36.69
JX ENT		AIR FILTERS 2 @ 122.99EA	60-000-000-53000	245.98
TOTAL SOLID WASTE ENTERPRISE FUND				22,041.74
TOTAL SOLID WASTE ENTERPRISE FUND				22,041.74
TOTAL SOLID WASTE ENTERPRISE				22,041.74
TOTAL ALL FUNDS				178,299.38

MANUAL CHECKS

DOOR COUNTY TREASURER 02/18/20 Check # 86538 02/20 Tax Settlement & Lottery Penalty 01-000-000-24212	\$ 1,161,065.62
SECURIAN FINANCIAL GROUP, INC. 02/18/20 Check # 86539 02/20 Short/Long Term Disability 01-000-000-21545	\$1,874.86
NWTC 02/18/20 Check #86540 02/20 Tax Settlement 01-000-000-24640	\$230,370.82
SEVASTOPOL SCHOOL DISTRICT 02/18/20 Check # 86541 02/20 Tax Settlement 01-000-000-24630	\$ 77,821.22
SOUTHERN DOOR SCHOOL DISTRICT 02/18/20 Check # 86542 02/20 Tax Settlement 01-000-000-24620	\$ 152,515.32
STURGEON BAY SCHOOL DISTRICT 02/18/20 Check # 86543 02/20 Tax Settlement 01-000-000-24610	\$ 2,571,797.35
NORTH SHORE BANK 02/18/20 Check # 86544 Ken Doell Post Retirement HRA Enrollment 01-000-000-51530	\$53,574.48
SUN LIFE INSURANCE 02/18/20 Check # 86545 03/20 Short/Long Term Disability 01-000-000-21545	\$1,834.48

WISCONSIN DEPART OF REVENUE	\$1,575.25
02/18/20	
Check # 86546	
02/20 Lottery Credit Settlement	
01-000-000-21545	
DOOR COUNTY TREASURER	\$1,764.49
02/20/20	
Check # 86607	
Property tax settlement correction	
01-000-000-12110	
STURGEON BAY SCHOOL DISTRICT	\$ 346.10
02/20/20	
Check # 86608	
01/20 Mobile Home Tax Payment	
01-000-000-41300	
MARK THEIDE-SOUND FARMER	\$ 9,666.66
02/24/20	
Check # 86609	
1 ST Install 2020 Harmony Concert Series	
01-480-000-58999	
SUPERIOR VISION INSURANCE	\$834.29
02/24/2020	
Check # 86610	
03/20 Vision Insurance	
01-000-000-21540	
TOTAL MANUAL CHECKS	\$4,255,545.94

DATE: 02/25/1920
TIME: 14:05:29
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 03/03/2020

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

GENERAL FUND	76,632.69	4,332,178.63
CAPITAL FUND	17,713.26	
CABLE TV	5,205.84	
TID #2 DISTRICT	56,705.85	
SOLID WASTE ENTERPRISE	22,041.74	
TOTAL --- ALL FUNDS	178,299.38	4,433,845.32

Helen Bacon 2/25/2020
Dan White 2/25/2020
SPH Insurance 2/25/2020

COMMON COUNCIL
February 18, 2020

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

Avenson/Nault to adopt agenda. Carried.

The following people spoke during public comment: Laurel Hauser 746 Kentucky St; Scott Moore 947 Pennsylvania St.

Bacon/Williams to approve following bills: General Fund - \$247,296.20, Capital Fund - \$17,441.69, Cable TV - \$67.77, TID #4 - \$2,384.82 and Solid Waste Enterprise Fund - \$521.14 for a grand total of \$267,711.62. Roll call: All voted aye. Carried.

Reeths/Bacon to approve consent agenda:

- a. Approval of 2/4/20 regular Common Council minutes.
- b. Approval of the following minutes:
 - (1) Aesthetic Design & Site Plan Review Board – 1/27/20
 - (2) Finance/Purchasing & Building Committee – 1/28/20
 - (3) Personnel Committee-1/29/20
 - (4) Community Protection & Services Committee-2/6/20
- c. Place the following report on file:
 - (1) Inspection Department Report – January 2020
- d. Consideration of: Approval of Beverage Operator Licenses.
- e. Consideration of: Approval of Temporary Class B licenses, Temporary Class B Wine license, Class A Liquor and Class A beer license.
- f. Consideration of: Approval of Street Closure Application for Destination Sturgeon Bay.
- g. Personnel Committee recommendation re: Approve Changes to the Employee Handbook regarding vacation and management benefits.
- h. Personnel Committee recommendation re: Implement a bi-weekly payroll for non-represented employees and update the Employee Handbook.
- i. Personnel Committee recommendation re: allow the employment of 15 year olds for ice rink attendant position,

Carried with Nault abstaining

Mayoral appointments.

BOARD OF PARKS & RECREATION

Hayes/Avenson to approve:

Chris Larsen
Jay Renstrom
Carried.

Williams/Wiederanders to read in title only and adopt the second reading of ordinance re: Repeal and recreate Section 27.12(3) and amending Section 20.09 of the Municipal Code-Sign Code. Carried.

Bacon/Hayes to award the Contract for Project 2002A – Concrete Replacement Program to Martell Construction, Inc. with unit pricing amounts totaling an estimated cost of \$291,855.30. Carried.

Williams/Nault to award the Contract for Project 2002B – Asphalt Replacement Program to Northeast Asphalt, Inc. with unit pricing amounts totaling an estimated cost of \$832,139.07. Carried.

RECOMMENDATION

We, the Community Protection & Services Committee, hereby recommend to approve the updated Sturgeon Bay Fire Department Inspection Agreement with Town of Jacksonport.

COMMUNITY PROTECTION & SERVICES COMMITTEE

By: Dan Williams, Chr.

Introduced by Williams. Williams/Reeths to approve. Fire Chief Dietman stated the City passed a re-inspection fee ordinance, that took effect in December. The updated contract reflects the re-inspection fees that will be charged to the Town fire department, in addition to providing fire prevention education materials. Carried.

RECOMMENDATION

We, the Community Protection & Services Committee, hereby recommend to approve the quadricycle license application, plan of operation and routed for Foxy Pedaler, LLC contingent upon proper certification of insurance and ASE certification being filed with the City.

COMMUNITY PROTECTION & SERVICES COMMITTEE

By: Dan Williams, Chr.

Introduced by Williams. Williams to approve. It was noted that the original route map submitted with the application was amended removing the Michigan Street bridge route. Carried.

Thad Majkowski, of Cedar Corporation, presented the West Waterfront promenade discussing the comments from the February 10 and February 18, 2020 public meetings such as tree selection, addition of railings, enhanced lightning and Wayfare signage considerations.

Bacon/Williams to accept the conceptual design plan subject to final discussions and specified dimensions and at the 30 % and 75% design stages that it be brought back to Council for presentation.

Discussions continued among the Council focusing on the spacing needs for access road especially for public safety vehicles, walkway spacing, tree placement and consideration of the working needs of Sarter Marine Towing Company.

Avenson to suspend the rules and invite Sarter Marine Towing to speak. Died due to lack of second.

Reeth to amend motion that until there is assigned permanent placement of the granary no proper approvals processes are made with any development and that the service access road be put on hold until all legal aspects are in place. Died due to lack of second.

Discussion continued regarding the placement of the granary and access road placement.

Avenson to call the question. Vote taken on original motion. Carried with Reeths voting no.

Community Development Director Olejniczak stated Cedar Corporation will provide the engineering services and if needed by the City they can provide on-site inspection services.

Avenson/Hayes to approve the contract for Engineering Services for the West Waterfront Promenade with the following cost estimates:

- Items 1.1 through 1.2 = \$121,900 to \$132,100
- Items 1.3 = \$28,500 to \$37,300
- Items 1.4 through 1.5 = to be determined after award of the bids

- Items 1.6 = to be determined if *Additional Environmental* work is necessary.

Carried. with Reeths voting no.

The following items were requested for future agendas: (Hayes) CPS –Charter for Green Tier Legacy; (Nault) CPS – Street Light Request from 127 Maple Street.

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

City Administrator VanLieshout gave his report.

The Mayor gave his report.

City Attorney Kalny highlighted the various points of the first amendment of the development agreement with the Sturgeon Bay Historical Society prior to moving into closed session.

After Mayor Ward announced the statutory basis, Wiederanders/Bacon to 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) Consideration of: Development Agreement amendments with Sturgeon Bay Historical Society. Roll call: Carried. The meeting moved to closed session at 8:42 pm.

The Council reconvened in open session at 9:39 pm. Hayes/Avenson to approve the First Amendment to the development agreement upon confirmation of available finances as explained by the City Attorney and subject to the amendment of Exhibit E to include a scale floor plan that depicts the public access, to the bathrooms, and a site plan that delineates the leased premise as the footprint of the granary, and proposed improvements, the maintenance easement, construction easement and ingress and egress easements as generally described in the form Sublease and as are reasonably necessary to construct, access and operate the site in cooperation with other City developments proximate to this location. These plans and shall be subject to the approval of the Council prior to the execution of the Sublease.

It is the intent of this motion to approve of the First Amendment at this time to accommodate timely negotiation of the submerged land lease and facilitate the engineering and commencement of construction at the lease. Carried with Nault and Reeths voting no.

Williams/Avenson to adjourn. Carried. The meeting adjourned at 10:14pm.

Respectfully submitted,



Tricia Metzger
Receptionist

AESTHETIC DESIGN & SITE PLAN REVIEW BOARD

Monday, February 10, 2020

The Aesthetic Design & Site Plan Review Board meeting was called to order at 6:01p.m. by Chairperson Mark Lake in the Council Chambers, City Hall, 421 Michigan Street.

Roll call: Members Dennis Statz, Mr. Augustson, Jon Burk, Cheryl Frank, Cindy Weber, and Mark Lake were present. Mark Struck was absent. Also present were Planning & Zoning Administrator Chris Sullivan-Robinson, Alderperson Kelly Avenson, and Assessing Dept. Clerk Peggy Tong.

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

1. Roll call.
2. Adoption of Amended Agenda.
3. Approval of minutes from December 27, 2019.
4. Consideration of: Jeff Jahnke Redevelopment Plan – 145 S Neenah Avenue.
5. ***Consideration of: Design Guidelines and Review Criteria.***
6. Adjourn

All ayes. Carried.

Approval of minutes from December 27, 2019: Moved by Mr. Statz, second by Mr. Burk to approve the December 27, 2019 minutes. All ayes. Carried.

Consideration of Jeff Jahnke Redevelopment Plan – 145 S Neenah Avenue: Mr. Sullivan-Robinson presented the summary of the project. There are some items that need to be changed, including storm water management, parking area, and snow storage and removal. There were some items that need to be modified to eliminate some concerns by abutting neighbors. Those changes consist of widening the garage doors by two feet and the outdoor parking space by one foot. The vegetation along the north side of the property will be removed. The rain garden was to be replaced with two swales located at the corners of the building along the south end of the property.

Jeff Jahnke, 1107 Twin Harbor Dr., Winneconne, WI, stated in addition to this property, he owns two other properties located on the corner of 3rd Ave, and Oregon St. He presented an illustration of the existing property conditions and the proposed final construction.

Mr. Lake questioned if the retaining wall was needed. Mr. Jahnke stated that the retaining wall was in the original design, however this will likely change due to the change in stormwater management. A berm might also be incorporated along the west property line.

Mr. Lake asked about the on-street parking on Neenah Avenue. Mr. Jahnke stated there are two spaces on Neenah Ave, as well as the parking lot across the street.

Mr. Sullivan Robinson stated he needs to provide 3 spaces for the residential use on the property and for the offices he would need to provide 3, or make payment in lieu of. They could possibly use the parking lot across the street. Mr. Statz reminded the committee that from Dec 1 to April 1 there is no parking on the streets and the parking lot is available with a permit for overnight parking. Mr. Statz's other concern is that there is no crosswalk in the area.

Mr. Augustson stated he would like to see at least one more tree. He was also concerned about tenants or guests parking next to the building.

Ms. Frank questioned the need for the extra asphalt.

Mr. Jahnke stated that due to snow storage and plows, it made more sense to remove the plants. The extra asphalt was recommended by staff and the neighbors. However, it is not a requirement to change the extra green space to asphalt.

The consensus of the committee was to bring this request back to committee, subject to the following:

1. The Planned Unit Development is approved.
2. The applicant provides additional information on the landscape plan, lighting, and material samples provided for the siding/roof.

Consideration of: Design Guidelines and Review Criteria: Mr. Sullivan-Robinson stated the Community Protection and Services Committee (CP&S) is reviewing a request by Ald. Avenson to make more stringent guidelines for exterior lighting under the City's Aesthetic Design Guidelines and Review Criteria. CP&S believed that this was worth reviewing, so it is also appropriate that the Aesthetic Design and Site Plan Review Board have an opportunity to make a recommendation.

Mr. Lake stated that lighting has changed since the committee has formed. This is similar to the situation with electronic message centers.

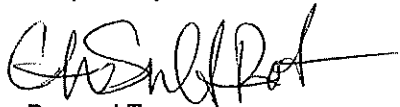
Ald. Avenson stated that the committee's recent lighting approvals didn't go against the City's review guidelines. However, there is an opportunity to make some improvements to be more night-sky friendly. The committee has the ability and should provide input to the lighting guidelines.

Mr. Statz stated that lighting has changed substantially in the last ten years. There are simple changes that could be made. However, the committee could be stricter in our decisions when reviewing lighting.

Mr. Sullivan-Robinson stated that these guidelines are City created guidelines, so the Council would be the final decision makers. Mr. Van Lieshout provided some potential changes. The committee will review those changes at the next meeting.

Adjourn: Moved by Mr. Burk, seconded by Mr. Statz to adjourn. All Ayes. Carried. Meeting adjourned at 7:23 p.m.

Respectfully submitted,



Peggy J. Tong
Assessment Clerk

FINANCE/PURCHASING & BUILDING COMMITTEE
February 11, 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: Finance Director/City Treasurer Clarizio, Municipal Services Director Barker, 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 One Ton Truck with Dump Box.
5. Consideration of: Award of Bid for a 2020 Tandem Axle Patrol Truck with Plow
6. Review bills.
7. Adjourn.

Carried.

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

Consideration of: Award of Bid for a 2020 One Ton Truck with Dump Box:

Municipal Services Director Barker presented the following bids for the purchase of a 2020 one ton truck with a dump box, \$50,000 less \$1,000 trade was allocated in the 2020 budget for the vehicle.

	<u>Bid</u>	<u>Trade In</u>	<u>Final Cost</u>
L&S Truck Center	\$45,623	\$5,000	\$40,623
Ewald Dodge, Oconomowoc	\$43,391	\$1,500	\$41,891
Ewald Ford, Hartford WI	\$43,916	\$1,500	\$42,416
Ewald Chevrolet Oconomowoc	\$43,938	\$1,500	\$42,438

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to purchase a 2020 Ford F-350 SD 4X2 one ton truck from L&S Truck Center in the amount of \$45,623 less the trade in of a 2003 Chevrolet 3500 valued at \$5,000 for a total cost of \$40,623. Carried.

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

Municipal Services Director Barker presented the following bids for the purchase of a 2020 Tandem axle patrol truck with snow plow, \$200,000 less \$8,000 was allocated in the 2020 budget for the vehicle.

	<u>Bid</u>	<u>Trade In</u>	<u>Final Cost</u>
Parker City International	\$184,000	\$12,000	\$172,000
Quality Truck Care Center	\$188,730	\$13,000	\$175,730

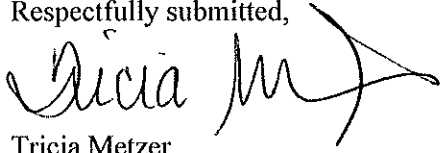
Moved by Alderperson Wiederanders, seconded by Alderperson Williams to recommend to Common Council to purchase a 2020 International HV507 patrol truck with plow from Packer City International in the amount of \$184,000 less the \$12,000 trade in of a 2000 Sterling LT8500 with plow for the total cost not to exceed \$172,000. Carried.

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 4:11 pm.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tricia Metzger". The signature is stylized with a large, sweeping "M" and a long, horizontal stroke extending to the right.

Tricia Metzger

CITY PLAN COMMISSION
Wednesday February 19, 2020

A meeting of the City Plan Commission was called to order at 6:01 p.m. by Chairperson David Ward in the Council Chambers, City Hall, 421 Michigan Street.

Roll Call: Members David Hayes, David Ward, Dennis Statz, Mark Holey, and Kirsten Reeths were present. Excused: Members Debbie Kiedrowski and Jeff Norland. Also present were Alderperson Gary Nault, Community Development Director Marty Olejniczak, Planner/Zoning Administrator Chris Sullivan-Robinson, and Community Development Secretary Cheryl Nault.

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

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from January 15, 2020.
4. Consideration of: Planned Unit Development for (PUD) for Jeff Jahnke (Cherryland Properties) to develop a mixed-use building, located at 145 S. Neenah Avenue.
5. Consideration of: Modification of Final Planned Unit Development for Door County Maritime Museum, 120 N. Madison Avenue.
6. Comprehensive Plan Update:
 1. Target Area Workshop Review
 2. Survey Review
 3. Existing Condition Data
 4. Vision Graphic
7. Public comment on non-agenda Plan Commission related items.
8. Adjourn.

All ayes. Carried.

Approval of minutes from January 15, 2020: Moved by Mr. Holey, seconded by Ms. Reeths to approve the minutes from January 15, 2020. All ayes. Carried.

Consideration of: Planned Unit Development for (PUD) for Jeff Jahnke (Cherryland Properties) to develop a mixed-use building, located at 145 S. Neenah Avenue: Mr. Olejniczak stated that at the previous Plan Commission meeting there were a few concerns from the neighborhood in regard to this development. City staff met with Mr. Jahnke and the concerned citizens and some changes to the plans were made.

Mr. Jahnke addressed the concerns of snow removal, off-street parking, and stormwater management. He revised his plan to include permeable pavers where concrete will be removed, and more lawn area. Parking for the tenants include three garage spaces and one outdoor space. Mr. Jahnke will use the on-street parking while working in the office.

Mr. Jahnke added that he has no intention of turning this building into a short-term rental.

Mr. Sullivan-Robinson stated that Mr. Jahnke must provide three parking spaces for the commercial unit or can make payment in lieu of to the City.

Mr. Holey suggested using native shrubs for landscaping. Mr. Jahnke responded that he will be hiring a landscaper to do all the landscaping.

After further discussion, it was moved by Mr. Hayes, seconded by Mr. Holey to recommend to Council approval of the Planned Unit Development for Jeff Jahnke (Cherryland Properties) to develop a mixed-use building, located at 145 S. Neenah Avenue subject to the following conditions:

1. The underlying zoning district shall be C-5 (Mixed Commercial and Residential).

2. Final approval of the stormwater management plan by the City Engineer.
3. Final approval of the Aesthetic Design and Site Plan Review Board.

All ayes. Carried.

Consideration of: Modification of Final Planned Unit Development for Door County Maritime Museum, 120 N. Madison Avenue: Door County Maritime Museum Executive Director Kevin Osgood presented the plans for modification of their final Planned Unit Development. The proposal is to expand the footprint of the building by 234 square feet, with a total added floor area of 572 square feet. The original building plan left an open area between the museum and the proposed tower. That space would be filled by the new HVAC system, including four new units. The brick covering the addition would match the museum.

Mr. Olejniczak stated that the only issue from staff was the setback. The plan shows a 4-foot setback when a 5-foot setback is required. Mr. Osgood agreed to a 5-foot setback.

Mr. Olejniczak also explained that the ordinance gives the Plan Commission authority to approve minor modifications to a PUD.

After a short discussion, it was moved by Ms. Reeths, seconded by Mr. Statz to approve the change as a minor modification of the PUD under s. 20.24(6) of the zoning code, subject to the addition being modified to be at least 5 feet from the lot line. All ayes. Carried.

Comprehensive Plan Update: Vandewalle & Associates consultants Jeff Maloney and Meredith Perks went through different components of the Comprehensive Plan Update.

1. **Target Area Workshop Review:** Mr. Maloney gave a summary of what was discussed in the workshop regarding Egg Harbor Road, downtown area, and West Waterfront. Assets, issues, and changes were identified.

Commercial development was discussed on Egg Harbor Road. It was noted that Egg Harbor Road should be maintained as a commercial corridor; the City needs to continue with progress already made; and more needs to be done with the Hardees intersection. Installing a sidewalk on 18th Avenue was suggested to make it a safer street for pedestrians. Redevelopment of the City storage yard on 14th Avenue was also discussed, as well as roundabouts and more infill.

The Downtown area was discussed next. Different suggestions were made such as cleaning up boat storage areas, making 3rd Avenue pedestrian traffic only, adding 4-way stops at certain intersections, instituting a trolley service, swapping land for parks, redeveloping various underutilized sites, and moving ballfields at Sunset Park for Bay Ship expansion.

For the West Waterfront area, suggestions included infill development, particularly residential, creating public space, enhancing Bay View Park, and creating a National Estuarine Research Reserve or similar water-based education/research facility.

2. **Survey Review:** Ms. Perks stated that 198 responses were received from the Polco survey. She went over the results of pertinent questions from the survey.

Mr. Hayes inquired about the impact of short-term rentals on the City's workforce housing. Ms. Perks stated they can take a look at that issue, particularly when they review the existing zoning code.

3. **Existing Condition Data:** A chart showing a Regional Comparison of Population Trends from 1970 – 2017 was shown, along with Population Projection Scenarios from 2010 – 2040, Household Characteristics, Income Trends, and Labor Force Characteristics from 2000-2017.

Mayor Ward suggested using an alternative means of determining the City's population projection incorporating an increase of housing.

Mr. Olejniczak suggested using both the Department of Revenue and US Census data population projections since there is a significant difference in their data.

4. Vision Graphic: Ms. Perks read a proposed vision statement for the City with five different vision themes.

Mr. Ward suggested to minimize the vision statement to about 10 words using a key idea under each heading.

Ms. Reeths suggested to add "safe", since we have a safe community.

Mr. Hayes added that he likes the word vibrant and to add "ing" to the word provide in the vision graphic.

Mr. Statz thought that Smart Growth could be used instead of Advanced Infrastructure & Technology.

After hearing all the comments and suggestions, Vandewalle will be coming back to a future meeting with a draft plan for review.

Public comment on non-agenda Plan Commission related items: No one spoke during public comment.

Adjourn: Moved by Mr. Holey, seconded by Mr. Statz to adjourn. All ayes. Carried. Meeting adjourned at 7:43 p.m.

Respectfully Submitted,



Cheryl Nault
Community Development Secretary

8c1.



8c1.

Kalin Montevideo
Assistant Fire Chief

CITY of STURGEON BAY FIRE DEPARTMENT

421 Michigan St
Sturgeon Bay, WI 54235

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

STURGEON BAY FIRE DEPARTMENT JANUARY 2020 FIRE REPORT

JANUARY INCIDENTS: 122
2020 TOTAL INCIDENTS: 122

INCIDENTS BY JURISTICTIION:

AVERAGE RESPONSE TIME:

CITY - East Side: 88 Year to Date: 88 EMERGENT: 3.54 Minutes NON-EMERGENT: 4.41 Minutes
76 – Medical Incident 02 – Citizen Complaint 05 – Alarm/Detector Activation, No Fire
01 – Carbon Monoxide Incident 01 – Vehicle Accident 01 – Road Freight/Transport Vehicle Fire
01 – Search for Person on Land 01 – Extrication of Person from Building/Structure

CITY - West Side: 23 Year to Date: 23 EMERGENT: 3.55 Minutes NON-EMERGENT: 4.12 Minutes
20 – Medical Incident 01 – Overheated Motor 01 – Overpressure Rupture of Boiler
01 – Gas/Flammable Liquid Spill

Town of Sevastopol: 05 Year to Date: 05 EMERGENT: 8.29 Minutes NON-EMERGENT: N/A
01 – Alarm/Detector Activation, No Fire 01 – Vehicle Accident 02 – Medical Incident
01 – Smoke Scare/Odor of Smoke

Town of Sturgeon Bay: 04 Year to Date: 04 EMERGENT: 7.44 Minutes NON-EMERGENT: N/A
03 – Medical Incident 01 – Off Road Vehicle Fire

MUTUAL AID/MABAS INCIDENTS

Gibraltar: 01 Year to Date: 01
01 – Structure Fire

Southern Door: 01 Year to Date: 01
01 – Structure Fire

INPECTION REPORT:

	<u>Regular Inspections</u>	<u>Re Inspections</u>	<u>Occupancy Inspections</u>	<u>Hours</u>
Inspections – City of Sturgeon Bay:	<u>31</u>	<u>01</u>	<u>0</u>	<u>37.58</u>
Inspections – Town of Sevastopol:	<u>23</u>	<u>02</u>	<u>0</u>	<u>14.67</u>
Inspections – Town of Sturgeon Bay:	<u>01</u>	<u>0</u>	<u>0</u>	<u>.43</u>
Inspections – Town of Jacksonport:	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

SPECIAL REPORTS, TRAINING AND MAINTENANCE

MAINTENANCE:

Firefighters put new multi-gas meters into service; replaced all seals on Marine 1 and reassembled lower units following repaint by Caliber Coatings; mounted a computer/monitor in apparatus bay at Eastside Station; wired, mounted, lighting and equipment to get new Chief 11 into service; rebuilt the pump on Marine 1; made short length hoses for bucket on TRK 2; sanitized wash machines; adjusted exhaust system at Eastside Station; annual flow test of SCBA; tested hose for DC Justice Center; repaired shelving in tool room and replaced pinion seal and U joints on UT 15.

TRAINING:

194.2 hours of training was conducted in January. Firefighters trained with ladders, air bags, ventilation procedures, scene size up, new full-time firefighter JPR's, new PT Inspector training, ice rescue training and members of Honor Guard trained.

OTHER:

Fire Chief and AC attended City and other Town meetings; installed six (6) car seats and conducted station tours. Lt. Ken Doell retired after 39 years of service; Brent Wiegand was promoted to Lieutenant, Austin Gulley was promoted to Full-Time Firefighter and Shane Wautier was promoted to Part-Time Fire Inspector.



STURGEON BAY POLICE DEPARTMENT



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

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

From: Captain Daniel J. Brinkman

Subject: Monthly Report for January, 2020

Date: February 14, 2020

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

Crimes Investigated

The Department, during the month, investigated a total of 65 crimes.

These crimes can be broken down and classified as follows.

Battery.....	06
Child Abuse/Neglect.....	02
Bail Jump.....	04
Disorderly Conduct.....	05
Possess Controlled Substance.....	06
Fraud / Forgery.....	06
Domestic Abuse.....	13
Theft.....	08
Criminal Damage to Property.....	01
Threats to Injure.....	01
ICAC.....	06
Custodial Interference.....	01
Sex Offense.....	01
Death Investigation.....	01
Violate Court Order.....	02
Weapon Offense.....	01
Theft of Vehicle.....	01
TOTAL 65	

The above crimes resulted in the loss of \$3,519 to the community, of which \$3,300 has been recovered.

Arrests

The Department completed a total of 153 arrests during the month. These arrests encompass violations from traffic to felony, and are listed below by type of violations and number of arrests for each category.

A. Felony Crime Arrest

Bail Jumping.....	05
Aggravated Assault.....	03
Possess Controlled Substance.....	05
Physical Abuse to Child.....	02
ICAC.....	05
False Imprisonment.....	01
Strangulation/Suffocation.....	01
Intimidation of Witness.....	01
Throw Bodily Fluids at Officer.....	01
Fraud.....	02

TOTAL 26

B. Misdemeanor Crime Arrests

Disorderly Conduct.....	08
Violate Court Order.....	01
Bail Jump.....	05
Possess Controlled Substance.....	07
Possess Drug Paraphernalia.....	02
Battery.....	04
Fraud.....	01
Criminal Damage to Property.....	01
Theft.....	04
Obstruct Officer.....	04
Use Computer to Threaten Injury.....	01
Trespass to Dwelling.....	02

TOTAL 40

Wisconsin Probation & Parole Arrests / Warrant Arrests..... 18

TOTAL 18

C. Ordinance Violation Arrests

Possess Marijuana	01
Habitual Truancy	03
Retail Theft.....	02
Underage Consumption of Alcohol	01
Disorderly Conduct	01
Resist/Obstruct Officer	01
Trespass to Land.....	01
Littering.....	01

TOTAL 11

D. Traffic Crime Arrests

Operate while Intoxicated 2 nd or More	02
Operate Motor Vehicle while Revoked	04
Fail to Install Ignition Interlock Device.....	01
Operate w/o Valid License 2 nd or More.....	03

TOTAL 10

E. Traffic Violation Arrests	
Operate Motor Vehicle while Intoxicated.....	04
Speeding.....	11
Operate Motor Vehicle w/o Insurance.....	07
Operate Motor Vehicle while Suspended/Revoked.....	06
Operate w/o Valid License.....	02
Seatbelt Violations.....	01
Miscellaneous Violations.....	17
	TOTAL 48

In addition to the preceding arrests, the Department conducted a total of 251 traffic stops during the month and logged 55 violations for various motor vehicle defects and local ordinances and issued 47 written warnings for those violations. A total of 68 parking tickets were issued for parking violations throughout the city.

Traffic Accidents

The Department during the month investigated a total of 12 vehicle accidents. These accidents are categorized into four types.

A. Motor Vehicle Accidents Involving Fatalities	00
B. Motor Vehicle Accidents Involving Injuries.....	00
C. Motor Vehicle Accidents Involving Property Damage	11
(greater than \$1,000.00)	
D. Motor Vehicle Accidents Involving Property Damage	01
(less than \$1,000.00)	TOTAL 12

Police Service Calls

Department members handled 386 service calls during the month. These calls consist of both citizen requests for police service as described below (292), crimes investigated (65), traffic accidents investigated (11), and Wisconsin Probation and Parole Assists (18).

A. Traffic and Road Incidents.....	79
------------------------------------	----

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

B. Noise Complaints.....	06
--------------------------	----

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

C. Sick and Injured Persons.....	17
----------------------------------	----

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

D. Alarms.....	20
----------------	----

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

E. Complaints Involving Animals.....	08
Investigations by officers of noisy animals, loose animals, animal bites, wild animals and sick, injured or dead animal complaints.	
F. Civil Disputes.....	01
Arguments between neighbors, landlords and tenants, and family members where no crimes have been committed.	
G. Escorts.....	05
Transporting citizens, money escorts for area financial institutions, funerals, and for area industry and farming.	
H. Citizen Assist	38
This category is broad and involves such services as assistance in gas drive-off, emergency notifications, attempts to locate people, retrieval of personal property, and vehicle registration assistance.	
I. Assistance Rendered to Other Agencies.....	06
Includes assistance to other law enforcement and government agencies.	
J. Suspicious Person / Vehicle / Circumstance	20
Involves both citizen complaints and observations by officers on patrol who took investigative action in regard to the suspicious behavior of vehicles and people.	
K. Self-Initiated Field Activity.....	07
All initiated activity by the officer to include, but not limited to, routine security checks of area industries, businesses, city parks, residences, and compliance checks of local liquor establishments.	
L. Juvenile Problems	09
Requests for police service that strictly involve property calls and all unfounded calls for police service. The calls vary from mischief to family problems to runaway situations.	
M. Miscellaneous Incidents	55
Includes arrest warrants served, recovered property calls, and all unfounded calls for police service. This category includes 9-1-1 calls investigated by Department members during the month.	
N. Welfare Checks	21
Includes calls to check on the well-being of a person who has not been heard from or seen for a period of time by family, friends, neighbors, or employers.	

TOTAL 292

Department Training

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

Respectfully submitted,


Captain Daniel J. Brinkman

BEVERAGE OPERATOR LICENSE:

1. Bryan, Andrew S.
2. Londo, Kayla M.

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

We, the Finance/Purchasing & Building Committee, hereby recommend to purchase a 2020 Ford F-350 SD 4X2 one ton truck from L&S Truck Center in the amount of \$45,623 less the trade in of a 2003 Chevrolet 3500 valued at \$5,000 for a total cost of \$40,623.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: February 11, 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: February 6th, 2020

Title: Award of Bid for a 2020 One Ton Truck with Dump Box

Background: On February 6th, 2020 the Municipal Services Department opened bids for a new 2020 one ton truck with a dump box. In accordance with the City of Sturgeon Bay Purchasing & Property Accountability Policy, specifications were prepared and competitive sealed bidding was used to obtain pricing. Four bids were received:

L&S Truck Center Appleton, WI
(1) New Ford F-350 SD 4X2
Purchase Price \$45,623
Trade in Value \$5,000
Final Cost \$40,623

Ewald Dodge, Oconomowoc, WI
(1) New Dodge 3500 Tradesman 4X2
Purchase Price \$43,391
Trade in Value \$1,500
Final Cost \$41,891

Ewald Ford, Hartford, WI
(1) New Ford F-350 F3G 4X2
Purchase Price \$43,916
Trade in Value \$1,500
Final Cost \$42,416


Ewald Chevrolet, Oconomowoc, WI
(1) New Chevrolet Silverado 3500HD CC4X2
Purchase Price \$43,938
Trade in Value \$1,500
Final Cost \$42,438

The 2020 capital budget line 10-400-000-59060 included \$50,000 with a trade amount of \$1,000.

Fiscal Impacts: \$45,623 and trade in of our 2003 Chevrolet 3500 valued at \$5,000 for a total cost of \$40,623.

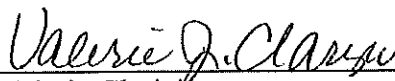
Recommendation: Staff recommends purchasing (1) New Ford F-350 SD 4X2 from L&S Truck Center of Appleton at a price not to exceed \$45,623 and the trade of our 2003 Chevrolet 3500 valued at \$5,000 for a total cost of \$40,623.

Prepared By:


Mike Barker
Municipal Services Director

Date: 06 Feb 2020

Reviewed By:


Valerie Clarizio
Finance Director

Date: 2/6/20

Reviewed By:


Josh VanLieshout
City Administrator

Date: 2/6/20

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

We, the Finance/Purchasing & Building Committee, hereby recommend to purchase a 2020 International HV507 patrol truck with plow from Packer City International in the amount of \$184,000 less the \$12,000 trade in of a 2000 Sterling LT8500 with plow for the total cost not to exceed \$172,000.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: February 11, 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: February 11, 2020

Title: Award of Bid for a 2020 Tandem Axle Patrol Truck with Plow

Background: On February 6th, 2020 the Municipal Services Department opened bids for a new 2020 tandem axle patrol truck with plow. 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:

Packer City International Green Bay, WI
(1) New 2020 International HV507
Purchase Price \$184,000
Trade in Value \$12,000
Final Cost \$172,000

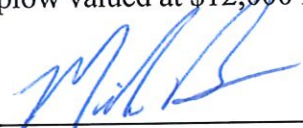
Quality Truck Care Center, Oshkosh, WI
(1) 2021 Western Star 4700SF
Purchase Price \$188,730
Trade in Value \$13,000
Final Cost \$175,730

The 2020 capital budget, 10-400-000-59060, included \$200,000 with a trade amount of \$8,000..

Fiscal Impacts: \$184,000 and trade in of our 2000 Sterling LT8500 with plow valued at \$13,000.

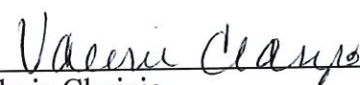
Recommendation: Staff recommends purchasing (1) New 2020 International HV507 with plow from Packer City International at a price not to exceed \$184,000 and the trade of our 2000 Sterling LT8500 with plow valued at \$12,000 for a final cost of \$172,000.

Prepared By:


Mike Barker
Municipal Services Director

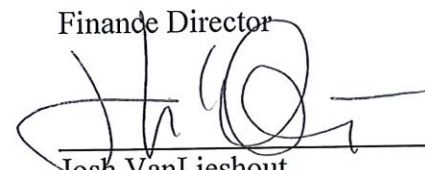
Date: 11 Feb 2020

Reviewed By:


Valerie Clarizio
Finance Director

Date: 2/11/20

Reviewed By:


Josh VanLieshout
City Administrator

Date: 2/11/20

RESOLUTION NO. _____

RESOLUTION AWARDDING THE SALE OF
\$1,240,000* TAXABLE GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, on February 4, 2020, the Common Council of the City of Sturgeon Bay, Door County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution"), providing for the sale of Taxable General Obligation Refunding Bonds (the "Bonds") for the public purpose of refunding certain outstanding obligations of the City, to wit: a portion of its Taxable Note Anticipation Notes, dated March 30, 2017 (the "2017 Notes") (hereinafter the portion of the 2017 Notes being refunded shall be referred to as the "Refunded Obligations" and the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the remaining portion of the 2017 Notes will be refunded by general obligation refunding bonds expected to be issued at the same time as the Bonds;

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations on their April 1, 2020 maturity date for the purpose of providing permanent financing for the projects financed by the Refunded Obligations;

WHEREAS, the City is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance its outstanding obligations;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such Bonds on a taxable rather than tax-exempt basis;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Robert W. Baird & Co. Incorporated ("Baird") to take the steps necessary to sell the Bonds to pay the cost of the Refunding;

WHEREAS, Baird, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on March 3, 2020;

WHEREAS, the City Clerk (in consultation with Baird) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on March 3, 2020;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

* Preliminary, subject to change.

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. Baird has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

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

Section 1. Ratification of the Official Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Official Notice of Sale and any other offering materials prepared and circulated by Baird are hereby ratified and approved in all respects. All actions taken by officers of the City and Baird in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of ONE MILLION TWO HUNDRED FORTY THOUSAND DOLLARS (\$1,240,000)* from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "Taxable General Obligation Refunding Bonds"; shall be issued in the aggregate principal amount of \$1,240,000*; shall be dated March 31, 2020; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on October 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2020. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

* Preliminary, subject to change.

Section 3. Redemption Provisions. The Bonds are not subject to optional redemption.

【If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the City shall direct.】

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2020 through 2027 for the payments due in the years 2020 through 2028 in the amounts set forth on the Schedule. The amount of tax levied in the year 2020 shall be the total amount of debt service due on the Bonds in the years 2020 and 2021; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of interest on the Bonds in the year 2020.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The City hereby appropriates from taxes levied in anticipation of the issuance of the Bonds, amounts levied to pay debt service on the Refunded Obligations or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay debt service on the Bonds coming due in 2020 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable General Obligation Refunding Bonds, dated March 31, 2020" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily

invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 9. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds.

Section 10. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and

the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 11. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 13. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 14. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 15. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 16. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 17. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded March 3, 2020.

David J. Ward
Mayor

ATTEST:

Stephanie L. Reinhardt
City Clerk

(SEAL)

EXHIBIT A

Official Notice of Sale

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on October 1, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on October 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on October 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA
STATE OF WISCONSIN DOLLARS
DOOR COUNTY
NO. R-____ CITY OF STURGEON BAY \$_____
TAXABLE GENERAL OBLIGATION REFUNDING BOND

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
October 1, _____ March 31, 2020 _____ % _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Sturgeon Bay, Door County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2020 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$1,240,000, all of which are of like tenor, except as to denomination, interest rate and maturity date, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of paying the cost of refunding certain obligations of the City, as authorized by a resolution adopted on March 3, 2020. Said resolution is recorded in the official minutes of the Common Council for said date.

This Bond is not subject to optional redemption.

【The Bonds maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolution awarding the sale of the Bonds, at the redemption price of par plus accrued interest to the date of redemption and without premium.

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.】

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, 【(ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption.】 The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for

the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Sturgeon Bay, Door County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF STURGEON BAY
DOOR COUNTY, WISCONSIN

By: _____
David J. Ward
Mayor

(SEAL)

By: _____
Stephanie L. Reinhardt
City Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolution of the City of Sturgeon Bay, Door County, Wisconsin.

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN

By _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

EXECUTIVE SUMMARY

TITLE: TID #4 Debt Refinancing

BACKGROUND: The proposed \$3,380,000 TID #4 (West Waterfront) debt issue refinances the March 30, 2017 Taxable Note Anticipation Notes which were taken out as a means to provide interim financing for the TID during the initial phases of the project. Those notes come due on April 1, 2020.

At this time, it is appropriate to refinance the notes with long-term General Obligation Refunding Bonds, split into a non-taxable issue in the amount of \$2,140,000 for the public improvements and taxable issue in the amount of \$1,240,000 for the private improvements. The total bond issue will be \$3,380,000.

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

RECOMMENDATION:

Recommend to the Common Council that the City proceed to work with Robert W. Baird to refinance the \$3,315,000 TID #4 Taxable Note Anticipation Notes dated March 30, 2017 with General Obligation Refunding Bonds, split into a non-taxable issue in the amount of \$2,140,000 and taxable issue in the amount of \$1,240,000 for a total bond issue in the amount of \$3,380,000.

PREPARED BY: Valerie J. Clarizio 1/23/20
Valerie J. Clarizio Date
Finance Director/City Treasurer

REVIEWED BY: Marty Olejniczak 1-23-2020
Marty Olejniczak Date
Community Development Director

APPROVED BY: Joshua VanLieshout 1/23/2020
Joshua VanLieshout Date
City Administrator



100
YEARS

City of Sturgeon Bay

Finance Committee Meeting

January 28, 2020

Bradley D. Viegut, Managing Director

bviegut@nwbaird.com

777 East Wisconsin Avenue

Milwaukee, WI 53202

Phone 414.765.3827

Fax 414.298.7354

City of Sturgeon Bay

Finance Committee Meeting

January 28, 2020

BAIRD

Timeline

- Finance Committee considers plan of finance January 28, 2020
- Common Council considers Set Sale Resolutions for Refunding Bonds (the "Bonds") February 4, 2020
 - Preparations are made for issuance of the Bonds
 - ✓ Official Statements
 - ✓ Bond Rating
 - ✓ Marketing
- Common Council considers Award Resolutions for the Bonds (finalizes terms and interest rates) March 3, 2020
- Bonds Closing (funds available to pay 2017 TNAN principal and interest due 4/1/2020) March 31, 2020

Borrowing Amount / Structure / Purpose

Estimated Amount:	\$2,140,000	\$1,240,000
Issue:	General Obligation Refunding Bonds	Taxable General Obligation Refunding Bonds
Dated/Settlement Date:	March 31, 2020	March 31, 2020
Maturity Dates:	October 1, 2029-2039	October 1, 2021-2028
First Interest:	October 1, 2020	October 1, 2020
Callable:	Callable on 10/1/28 or any date thereafter	Noncallable
Purpose:	Long term refinancing \$2,140,000 of \$3,315,000 2017 Taxable NAN for tax exempt TID #4 projects	Long term refinancing \$1,175,000 of \$3,315,000 2017 Taxable NAN for taxable TID #4 projects
Estimated Interest Rate:	2.62%	2.34%
Purchaser:	TBD	TBD

TID#4 "Reboot" _Taxable & Tax-Exempt G.O. Ref. Bonds

City of Sturgeon Bay Tax Increment District No. 4 Cash Flow Proforma Analysis

Year	Example Land Sale										Example Developer Grant										Example G.O. Ref. Bonds									
	FINANCIAL					FINANCIAL					FINANCIAL					FINANCIAL					FINANCIAL					FINANCIAL				
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)
2013																														
2014																														
2015																														
2016																														
2017																														
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City of Sturgeon Bay
Tax Increment District No. 4
Cash Flow Proforma Analysis

Prepared by Robert W. Baird & Co. Incorporated S:\Public Finance\municipalities\sturgeon bay cy w\trif\trif 4\tif4 proforma56 sturgeon bay cy_reboot pos.xlsx /tif4
1/16/2020

RESOLUTION NO. _____

RESOLUTION AWARDDING THE SALE OF
\$2,140,000* GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, on February 4, 2020, the Common Council of the City of Sturgeon Bay, Door County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution"), providing for the sale of General Obligation Refunding Bonds (the "Bonds") for the public purpose of refunding certain outstanding obligations of the City, to wit: a portion of its Taxable Note Anticipation Notes, dated March 30, 2017 (the "2017 Notes") (hereinafter the portion of the 2017 Notes being refunded shall be referred to as the "Refunded Obligations" and the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the remaining portion of the 2017 Notes will be refunded by taxable general obligation refunding bonds expected to be issued at the same time as the Bonds;

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations on their April 1, 2020 maturity date for the purpose of providing permanent financing for the projects financed by the Refunded Obligations;

WHEREAS, the City is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance its outstanding obligations;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Robert W. Baird & Co. Incorporated ("Baird") to take the steps necessary to sell the Bonds to pay the cost of the Refunding;

WHEREAS, Baird, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on March 3, 2020;

WHEREAS, the City Clerk (in consultation with Baird) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on March 3, 2020;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

* Preliminary, subject to change.

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. Baird has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

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

Section 1. Ratification of the Official Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Official Notice of Sale and any other offering materials prepared and circulated by Baird are hereby ratified and approved in all respects. All actions taken by officers of the City and Baird in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of TWO MILLION ONE HUNDRED FORTY THOUSAND DOLLARS (\$2,140,000)* from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds"; shall be issued in the aggregate principal amount of \$2,140,000*; shall be dated March 31, 2020; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on October 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2020. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

* Preliminary, subject to change.

Section 3. Redemption Provisions. The Bonds are subject to redemption prior to maturity, at the option of the City, on October 1, 2028 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

[If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the City shall direct.]

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2020 through 2038 for the payments due in the years 2020 through 2039 in the amounts set forth on the Schedule. The amount of tax levied in the year 2020 shall be the total amount of debt service due on the Bonds in the years 2020 and 2021; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of interest on the Bonds in the year 2020.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The City hereby appropriates from taxes levied in anticipation of the issuance of the Bonds, amounts levied to pay debt service on the Refunded Obligations or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay debt service on the Bonds coming due in 2020 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Refunding Bonds, dated March 31, 2020" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds.

Section 13. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and

the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 16. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded March 3, 2020.

David J. Ward
Mayor

ATTEST:

Stephanie L. Reinhardt
City Clerk

(SEAL)

EXHIBIT A

Official Notice of Sale

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on October 1, _____, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on October 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on October 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA
STATE OF WISCONSIN DOLLARS
DOOR COUNTY
NO. R-____ CITY OF STURGEON BAY \$____
GENERAL OBLIGATION REFUNDING BOND

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
October 1, _____ March 31, 2020 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Sturgeon Bay, Door County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2020 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$2,140,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of paying the cost of refunding certain obligations of the City, as authorized by a resolution adopted on March 3, 2020. Said resolution is recorded in the official minutes of the Common Council for said date.

The Bonds are subject to redemption prior to maturity, at the option of the City, on October 1, 2028 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

【The Bonds maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolution awarding the Bonds, at the redemption price of par plus accrued interest to the date of redemption and without premium.】

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the

City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Sturgeon Bay, Door County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF STURGEON BAY
DOOR COUNTY, WISCONSIN

By: _____
David J. Ward
Mayor

(SEAL)

By: _____
Stephanie L. Reinhardt
City Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolution of the City of Sturgeon Bay, Door County, Wisconsin.

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN

By _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

EXECUTIVE SUMMARY

TITLE: TID #4 Debt Refinancing

BACKGROUND: The proposed \$3,380,000 TID #4 (West Waterfront) debt issue refinances the March 30, 2017 Taxable Note Anticipation Notes which were taken out as a means to provide interim financing for the TID during the initial phases of the project. Those notes come due on April 1, 2020.

At this time, it is appropriate to refinance the notes with long-term General Obligation Refunding Bonds, split into a non-taxable issue in the amount of \$2,140,000 for the public improvements and taxable issue in the amount of \$1,240,000 for the private improvements. The total bond issue will be \$3,380,000.

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

RECOMMENDATION:

Recommend to the Common Council that the City proceed to work with Robert W. Baird to refinance the \$3,315,000 TID #4 Taxable Note Anticipation Notes dated March 30, 2017 with General Obligation Refunding Bonds, split into a non-taxable issue in the amount of \$2,140,000 and taxable issue in the amount of \$1,240,000 for a total bond issue in the amount of \$3,380,000.

PREPARED BY:


Valerie J. Clarizio
Finance Director/City Treasurer

1/23/20
Date

REVIEWED BY:


Marty Olejniczak
Community Development Director

1-23-2020
Date

APPROVED BY:


Joshua VanLieshout
City Administrator

1/23/2020
Date



100
YEARS

City of Sturgeon Bay

Finance Committee Meeting

January 28, 2020

Bradley D. Viegut, Managing Director

bviegut@nwbaird.com

777 East Wisconsin Avenue

Milwaukee, WI 53202

Phone 414.765.3827

Fax 414.298.7354

City of Sturgeon Bay

Finance Committee Meeting

January 28, 2020

BAIRD

Timeline

- Finance Committee considers plan of finance January 28, 2020
- Common Council considers Set Sale Resolutions for Refunding Bonds (the "Bonds") February 4, 2020
 - Preparations are made for issuance of the Bonds
 - ✓ Official Statements
 - ✓ Bond Rating
 - ✓ Marketing
- Common Council considers Award Resolutions for the Bonds (finalizes terms and interest rates) March 3, 2020
- Bonds Closing (funds available to pay 2017 TNAN principal and interest due 4/1/2020) March 31, 2020

Borrowing Amount / Structure / Purpose

Estimated Amount:	\$2,140,000	\$1,240,000
Issue:	General Obligation Refunding Bonds	Taxable General Obligation Refunding Bonds
Dated/Settlement Date:	March 31, 2020	March 31, 2020
Maturity Dates:	October 1, 2029-2039	October 1, 2021-2028
First Interest:	October 1, 2020	October 1, 2020
Callable:	Callable on 10/1/28 or any date thereafter	Noncallable
Purpose:	Long term refinancing \$2,140,000 of \$3,315,000 2017 Taxable NAN for tax exempt TID #4 projects	Long term refinancing \$1,175,000 of \$3,315,000 2017 Taxable NAN for taxable TID #4 projects
Estimated Interest Rate:	2.62%	2.34%
Purchaser:	TBD	TBD

TID#4 "Reboot" _Taxable & Tax-Exempt G.O. Ref. Bonds

City of Sturgeon Bay
Tax Increment District No. 4
Cash Flow Proforma Analysis

Actual Indicator	Source	Use of TID	Assumptions
2018 Gross Tax Rate (per \$1,000 Equalized Value)			1.00%
Annual Adjustment to tax rate			\$24.19
Investment rate			0.00%
			0.00%

Date above defined line are actual

Year	Background Data				Revenues		
	(A) TID District Assessment	(B) Inflation Increment	(C) Construction Increment	(D) TID Increment Over Base	(E) Tax Revenues	(F) Investment Revenues	(G) Total Revenues
2013	\$1,029,100	\$28,400	\$28,400	\$28,400	\$102,840	\$388	\$103,228
2014	\$1,059,900	\$29,400	\$29,400	\$29,400	\$105,240	\$391	\$105,631
2015	\$1,091,400	\$30,400	\$30,400	\$30,400	\$107,640	\$394	\$108,034
2016	\$1,123,600	\$31,400	\$31,400	\$31,400	\$110,040	\$397	\$110,437
2017	\$1,156,400	\$32,400	\$32,400	\$32,400	\$112,440	\$400	\$112,840
2018	\$1,190,000	\$33,400	\$33,400	\$33,400	\$114,840	\$403	\$115,243
2019	\$1,224,400	\$34,400	\$34,400	\$34,400	\$117,240	\$406	\$117,646
2020	\$1,259,600	\$35,400	\$35,400	\$35,400	\$119,640	\$409	\$120,049
2021	\$1,295,600	\$36,400	\$36,400	\$36,400	\$122,040	\$412	\$122,452
2022	\$1,332,400	\$37,400	\$37,400	\$37,400	\$124,440	\$415	\$124,855
2023	\$1,370,000	\$38,400	\$38,400	\$38,400	\$126,840	\$418	\$127,258
2024	\$1,408,400	\$39,400	\$39,400	\$39,400	\$129,240	\$421	\$129,661
2025	\$1,447,600	\$40,400	\$40,400	\$40,400	\$131,640	\$424	\$132,064
2026	\$1,487,600	\$41,400	\$41,400	\$41,400	\$134,040	\$427	\$134,467
2027	\$1,528,400	\$42,400	\$42,400	\$42,400	\$136,440	\$430	\$136,870
2028	\$1,570,000	\$43,400	\$43,400	\$43,400	\$138,840	\$433	\$139,273
2029	\$1,612,400	\$44,400	\$44,400	\$44,400	\$141,240	\$436	\$141,676
2030	\$1,655,600	\$45,400	\$45,400	\$45,400	\$143,640	\$439	\$144,079
2031	\$1,700,000	\$46,400	\$46,400	\$46,400	\$146,040	\$442	\$146,482
2032	\$1,745,600	\$47,400	\$47,400	\$47,400	\$148,440	\$445	\$148,885
2033	\$1,792,400	\$48,400	\$48,400	\$48,400	\$150,840	\$448	\$151,288
2034	\$1,840,000	\$49,400	\$49,400	\$49,400	\$153,240	\$451	\$153,691
2035	\$1,888,400	\$50,400	\$50,400	\$50,400	\$155,640	\$454	\$156,094
2036	\$1,937,600	\$51,400	\$51,400	\$51,400	\$158,040	\$457	\$158,497
2037	\$1,987,600	\$52,400	\$52,400	\$52,400	\$160,440	\$460	\$160,900
2038	\$2,038,400	\$53,400	\$53,400	\$53,400	\$162,840	\$463	\$163,303
2039	\$2,090,000	\$54,400	\$54,400	\$54,400	\$165,240	\$466	\$165,706
2040	\$2,142,400	\$55,400	\$55,400	\$55,400	\$167,640	\$469	\$168,109
2041	\$2,195,600	\$56,400	\$56,400	\$56,400	\$170,040	\$472	\$170,512
2042	\$2,250,000	\$57,400	\$57,400	\$57,400	\$172,440	\$475	\$172,915
2043	\$2,305,600	\$58,400	\$58,400	\$58,400	\$174,840	\$478	\$175,318
2044	\$2,362,400	\$59,400	\$59,400	\$59,400	\$177,240	\$481	\$177,721
2045	\$2,420,000	\$60,400	\$60,400	\$60,400	\$179,640	\$484	\$180,124
2046	\$2,478,400	\$61,400	\$61,400	\$61,400	\$182,040	\$487	\$182,527
2047	\$2,537,600	\$62,400	\$62,400	\$62,400	\$184,440	\$490	\$184,930
2048	\$2,597,600	\$63,400	\$63,400	\$63,400	\$186,840	\$493	\$187,333
2049	\$2,658,400	\$64,400	\$64,400	\$64,400	\$189,240	\$496	\$189,736
2050	\$2,720,000	\$65,400	\$65,400	\$65,400	\$191,640	\$499	\$192,139
2051	\$2,782,400	\$66,400	\$66,400	\$66,400	\$194,040	\$502	\$194,542
2052	\$2,845,600	\$67,400	\$67,400	\$67,400	\$196,440	\$505	\$196,945
2053	\$2,910,000	\$68,400	\$68,400	\$68,400	\$198,840	\$508	\$199,348
2054	\$2,975,600	\$69,400	\$69,400	\$69,400	\$201,240	\$511	\$201,751
2055	\$3,042,400	\$70,400	\$70,400	\$70,400	\$203,640	\$514	\$204,154
2056	\$3,110,000	\$71,400	\$71,400	\$71,400	\$206,040	\$517	\$206,557
2057	\$3,178,400	\$72,400	\$72,400	\$72,400	\$208,440	\$520	\$208,960
2058	\$3,247,600	\$73,400	\$73,400	\$73,400	\$210,840	\$523	\$211,363
2059	\$3,317,600	\$74,400	\$74,400	\$74,400	\$213,240	\$526	\$213,766
2060	\$3,388,400	\$75,400	\$75,400	\$75,400	\$215,640	\$529	\$216,169
2061	\$3,460,000	\$76,400	\$76,400	\$76,400	\$218,040	\$532	\$218,572
2062	\$3,532,400	\$77,400	\$77,400	\$77,400	\$220,440	\$535	\$220,975
2063	\$3,605,600	\$78,400	\$78,400	\$78,400	\$222,840	\$538	\$223,378
2064	\$3,680,000	\$79,400	\$79,400	\$79,400	\$225,240	\$541	\$225,781
2065	\$3,755,600	\$80,400	\$80,400	\$80,400	\$227,640	\$544	\$228,184
2066	\$3,832,400	\$81,400	\$81,400	\$81,400	\$230,040	\$547	\$230,587
2067	\$3,910,000	\$82,400	\$82,400	\$82,400	\$232,440	\$550	\$232,990
2068	\$3,988,400	\$83,400	\$83,400	\$83,400	\$234,840	\$553	\$235,393
2069	\$4,067,600	\$84,400	\$84,400	\$84,400	\$237,240	\$556	\$237,796
2070	\$4,147,600	\$85,400	\$85,400	\$85,400	\$239,640	\$559	\$240,199
2071	\$4,228,400	\$86,400	\$86,400	\$86,400	\$242,040	\$562	\$242,602
2072	\$4,310,000	\$87,400	\$87,400	\$87,400	\$244,440	\$565	\$245,005
2073	\$4,392,400	\$88,400	\$88,400	\$88,400	\$246,840	\$568	\$247,408
2074	\$4,475,600	\$89,400	\$89,400	\$89,400	\$249,240	\$571	\$249,811
2075	\$4,560,000	\$90,400	\$90,400	\$90,400	\$251,640	\$574	\$252,214
2076	\$4,645,600	\$91,400	\$91,400	\$91,400	\$254,040	\$577	\$254,617
2077	\$4,732,400	\$92,400	\$92,400	\$92,400	\$256,440	\$580	\$257,020
2078	\$4,820,000	\$93,400	\$93,400	\$93,400	\$258,840	\$583	\$259,423
2079	\$4,908,400	\$94,400	\$94,400	\$94,400	\$261,240	\$586	\$261,826
2080	\$4,997,600	\$95,400	\$95,400	\$95,400	\$263,640	\$589	\$264,229
2081	\$5,087,600	\$96,400	\$96,400	\$96,400	\$266,040	\$592	\$266,632
2082	\$5,178,400	\$97,400	\$97,400	\$97,400	\$268,440	\$595	\$269,035
2083	\$5,270,000	\$98,400	\$98,400	\$98,400	\$270,840	\$598	\$271,438
2084	\$5,362,400	\$99,400	\$99,400	\$99,400	\$273,240	\$601	\$273,841
2085	\$5,455,600	\$100,400	\$100,400	\$100,400	\$275,640	\$604	\$276,244
2086	\$5,550,000	\$101,400	\$101,400	\$101,400	\$278,040	\$607	\$278,647
2087	\$5,645,600	\$102,400	\$102,400	\$102,400	\$280,440	\$610	\$281,050
2088	\$5,742,400	\$103,400	\$103,400	\$103,400	\$282,840	\$613	\$283,453
2089	\$5,840,000	\$104,400	\$104,400	\$104,400	\$285,240	\$616	\$285,856
2090	\$5,938,400	\$105,400	\$105,400	\$105,400	\$287,640	\$619	\$288,259
2091	\$6,037,600	\$106,400	\$106,400	\$106,400	\$290,040	\$622	\$290,662
2092	\$6,137,600	\$107,400	\$107,400	\$107,400	\$292,440	\$625	\$293,065
2093	\$6,238,400	\$108,400	\$108,400	\$108,400	\$294,840	\$628	\$295,468
2094	\$6,340,000	\$109,400	\$109,400	\$109,400	\$297,240	\$631	\$297,871
2095	\$6,442,400	\$110,400	\$110,400	\$110,400	\$299,640	\$634	\$300,274
2096	\$6,545,600	\$111,400	\$111,400	\$111,400	\$302,040	\$637	\$302,677
2097	\$6,650,000	\$112,400	\$112,400	\$112,400	\$304,440	\$640	\$305,080
2098	\$6,755,600	\$113,400	\$113,400	\$113,400	\$306,840	\$643	\$307,483
2099	\$6,862,400	\$114,400	\$114,400	\$114,400	\$309,240	\$646	\$309,886
2100	\$6,970,000	\$115,400	\$115,400	\$115,400	\$311,640	\$649	\$312,289
2101	\$7,078,400	\$116,400	\$116,400	\$116,400	\$314,040	\$652	\$314,692
2102	\$7,187,600	\$117,400	\$117,400	\$117,400	\$316,440	\$655	\$317,095
2103	\$7,297,600	\$118,400	\$118,400	\$118,400	\$318,840	\$658	\$319,498
2104	\$7,408,400	\$119,400	\$119,400	\$119,400	\$321,240	\$661	\$321,901
2105	\$7,520,000	\$120,400	\$120,400	\$120,400	\$323,640	\$664	\$324,304
2106	\$7,632,400	\$121,400	\$121,400	\$121,400	\$326,040	\$667	\$326,707
2107	\$7,745,600	\$122,400	\$122,400	\$122,400	\$328,440	\$670	\$329,110
2108	\$7,860,000	\$123,400	\$123,400	\$123,400	\$330,840	\$673	\$331,513
2109	\$7,975,600	\$124,400	\$124,400	\$124,400	\$333,240	\$676	\$333,916
2110	\$8,092,400	\$125,400	\$125,400	\$125,400	\$335,640	\$679	\$336,319
2111	\$8,210,000	\$126,400	\$126,400	\$126,400	\$338,040	\$682	\$338,722
2112	\$8,328,400	\$127,400	\$127,400	\$127,400	\$340,440	\$685	\$341,125
2113	\$8,447,600	\$128,400	\$128,400	\$128,400	\$342,840	\$688	\$343,528
2114	\$8,567,600	\$129,400	\$129,400	\$129,400	\$345,240	\$691	\$345,931
2115	\$8,688,400	\$130,400	\$130,400	\$130,400	\$347,640	\$694	\$348,334
2116	\$8,810,000	\$131,400	\$131,400	\$131,400	\$350,040	\$697	\$350,737
2117	\$8,932,400	\$132,400	\$132,400	\$132,400	\$352,440	\$700	\$353,140
2118	\$9,055,600	\$133,400	\$133,400	\$133,400	\$354,840	\$703	\$355,543
2119	\$9,180,000	\$134,400	\$134,400	\$134,400	\$357,240	\$706	\$357,946
2120	\$9,305,600	\$135,400	\$135,400	\$135,400	\$359,640	\$709	\$360,349
2121	\$9,432,400	\$136,400	\$136,400	\$136,400	\$362,040	\$712	\$362,752
2122	\$9,560,000	\$137,400	\$137,400	\$137,400	\$364,440	\$715	\$365,155
2123	\$9,688,400	\$138,400	\$138,400	\$138,400	\$366,840	\$718	\$367,558
2124	\$9,817,600	\$139,400	\$139,400	\$139,400	\$369,240	\$721	\$369,961
2125	\$9,947,600	\$140,400	\$140,400	\$140,400	\$371,640	\$724	\$372,364
2126	\$10,078,400	\$141,400	\$141,400	\$141,400	\$374,040	\$727	\$374,767
2127	\$10,210,000	\$142,400	\$142,400	\$142,400	\$376,440	\$730	\$377,170
2128	\$10,342,400	\$143,400	\$143,400	\$143,400	\$378,840	\$733	\$379,573
2129	\$10,475,600	\$144,400	\$144,400	\$144,400	\$381,240	\$736	\$381,976
2130	\$10,610,000	\$145,400	\$145,400	\$145,400	\$383,640	\$739	\$384,379
2131	\$10,745,600	\$146,400	\$146,400	\$146,400	\$386,040	\$742	\$386,782
2132	\$10,882,400	\$147,400	\$147,400	\$147,400	\$388,440	\$745	\$389,185
2133	\$11,020,000	\$148,400	\$148,400	\$148,400	\$390,840	\$748	\$391,588
2134	\$11,158,400	\$149,400	\$149,400	\$149,400	\$393,240	\$751	\$393,991
2135	\$11,297,600	\$150,400	\$150,400	\$150,400	\$395,640	\$754	\$396,394
2136	\$11,438,400	\$151,400	\$151,400	\$151,	\$398,040	\$757	\$398,797
2137	\$11,580,000	\$152,400	\$152,400	\$152,400	\$400,440	\$760	\$401,200
2138	\$11,722,400	\$153,400	\$153,400	\$153,400	\$402,840	\$763	\$403,603
2139	\$11,865,600	\$154,400	\$154,400	\$154,400	\$405,240	\$766	\$406,006
2140	\$12,010,000	\$155,400	\$155,400	\$155,400	\$407,640	\$769	\$408,409
2141	\$12,155,600	\$156,400	\$156,400	\$156,400	\$410,040	\$772	\$410,812
2142	\$12,302,400	\$157,400	\$157,400	\$157,400	\$412,440	\$775	

TID#4 "Reboot" _Taxable & Tax-Exempt G.O. Ref. Bonds

City of Sturgeon Bay
Tax Increment District No. 4
Cash Flow Proforma Analysis

FINRA										FINRA										FINRA										FINRA									
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(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)	(34)	(35)	(36)	(37)	(38)		
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TID#4 "Reboot"_Taxable & Tax-Exempt G.O. Ref. Bonds

City of Sturgeon Bay
Tax Increment District No. 4
Cash Flow Proforma Analysis

TID#4 "Reboot"				Year
(A) Annual District	(B) Year End Cumulative (December 31)	(C) Cash Receipts	(D) Cash Disbursements	
(150,306)	\$27,524			2013
(150,306)	\$27,524			2014
(145,524)	\$45,048			2015
(138,153)	\$82,172			2016
(129,814)	\$111,979			2017
(118,645)	\$130,624			2018
(105,771)	\$141,127			2019
(91,169)	\$152,251			2020
(75,863)	\$157,163			2021
(59,246)	\$157,163			2022
(42,676)	\$157,163			2023
(26,246)	\$157,163			2024
(10,109)	\$157,163			2025
15,938	\$157,163			2026
32,062	\$157,163			2027
48,186	\$157,163			2028
64,310	\$157,163			2029
80,434	\$157,163			2030
96,558	\$157,163			2031
112,682	\$157,163			2032
128,806	\$157,163			2033
144,930	\$157,163			2034
161,054	\$157,163			2035
177,178	\$157,163			2036
193,302	\$157,163			2037
209,426	\$157,163			2038
225,550	\$157,163			2039
241,674	\$157,163			2040

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

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the Joint City-County revolving loan fund intergovernmental agreement as drafted.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: February 25, 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

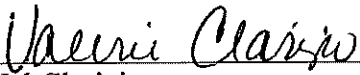
Title: Intergovernmental Agreement for Joint City-County Revolving Loan Fund


Background: Both the City and County approved the resolution and manual to operate a joint City-County Revolving Loan Funds (RLF). In order to formally implement this RLF and provide more detail about various aspects of the program, an intergovernmental agreement is needed. The agreement was drafted by the corporation counsel for the County and reviewed by the City's mayor, finance director, city administrator, and community development director. It is consistent with the resolution passed by the Common Council. Notably, the agreement spells out that the City would have access to the County's 1.4 Million in CDBG funds. The final version of the agreement is included in the agenda packet. There appear to be no outstanding issues with either the agreement or with the joint RLF in general.

If approved by both the Common Council and County Board, the administration of the joint RLF would begin. The goal is to have this running by mid-March.

Recommendation: Approve the intergovernmental agreement as drafted.

Prepared by:  Date 2-20-2020
Martin Olejniczak
Community Development Director

Reviewed by:  Date 2/20/20
Val Clarizio
Finance Director

Reviewed by:  Date 2/20/20
Josh Van Lieshout
City Administrator

INTERGOVERNMENTAL AGREEMENT

[Sturgeon Bay–Door County Economic Development Loan Program]

This Agreement is made the ____ day of February, 2020 by and between Door County ("County"), and the City of Sturgeon Bay ("City"), each a public body corporate within the State of Wisconsin.

Whereas, the intergovernmental cooperation contemplated herein serves legitimate public purposes, including the encouragement and promotion of economic development within the City and County ; and

Whereas, this Agreement is deemed to be of benefit to each of the parties and is consistent with their powers or duties under law.

It is therefore agreed as follows:

1. This is an intergovernmental Agreement consistent with, and a cooperative arrangement as provided by, Section 66.0301, Wisconsin Statutes.
2. The initial minimum term of this Agreement shall be fifteen (15) years, beginning on March 1, 2020 and expiring at midnight on February 28, 2035. Thereafter, the Agreement shall be automatically renewed for successive fifteen (15) year terms, unless terminated by either the County or the City as provided in paragraph #15 supra.
3. On December 17, 2019, County adopted *Resolution No. 2019-86* authorizing close-out of its Community Development Block Grant Economic Development Revolving Loan Fund ("CDBG ED RLF") and creation of the Sturgeon Bay-Door County Economic Development Loan Program.
4. On December 3, 2019, 2019, City adopted a resolution authorizing disposition of its Community Development Block Grant Economic Development Revolving Loan Fund ("CDBG ED RLF") and creation of the Sturgeon Bay-Door County Economic Development Loan Program.
5. County and City hereby create the Sturgeon Bay-Door County Economic Development ("SBD CED") Loan Program consistent with the SBD CED Loan Program Policies and Procedures Manual, attached hereto as *Addendum A* and incorporated herein by reference.
6. The SBD CED Loan Program will initially be funded by the cash on hand and value of outstanding loans from the City's CDBG ED revolving loan fund (approximately eight hundred and seventy-five thousand dollars (\$875,000)). The City will provide an additional eight hundred and seventy-five thousand dollars (\$875,000) within the initial fifteen (15) years term of this Agreement.
7. Eligible applicants and eligible projects for SBD CED Loan Program shall be consistent with the SBD CED Loan Program Policies and Procedures Manual.
8. After final close-out of the SBD CED Loan Program (which cannot occur prior to the end of the initial minimum 15-year term absent mutual written assent of the City and County):
 - a. The parties have the option to either buy out outstanding loans or assign outstanding loans.
 - b. Any remaining funds will be distributed equally between the County and the City.
9. The City will have non-competitive access to the County's CDBG ED RLF funds (of approximately one million four hundred thousand dollars (\$1,400,000)), through and subject to CDBG-CLOSE as a grant, for a qualifying CDBG-CLOSE project (e.g., the West Side School Housing Project) within the City limits.
10. The City, during the initial 15-year term of this Agreement, will provide matching funds (dollar for dollar) up to four hundred thousand dollars (\$400,000) to the County for a countywide housing program if the County

elects to develop a county-wide housing program. The payment of the matching funds shall occur at the same time as the payment identified under paragraph #6.

11. This Agreement is intended to encourage and promote economic development, which is a public purpose for which public funds may be appropriated and other public resources expended.
12. The parties hereto agree to exercise good faith, make reasonable efforts, and take whatever cooperative action is necessary to fulfill the intent and purposes of this Agreement.
13. Any notices required or permitted hereunder shall be given in writing and shall be delivered (a) in person, with proof of service (b) by certified mail, postage prepaid, return receipt requested, (c) by registered mail, postage prepaid, with evidence of safe delivery from the U.S. Postal Service or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

a. City:

City Administrator
City Hall
421 Michigan Street
Sturgeon Bay, WI 54235

b. County:

County Administrator
County Government Center
421 Nebraska Street
Sturgeon Bay, Wisconsin 54235

Any notice shall be effective upon delivery.

14. Any party may terminate this Agreement for cause, if another party materially breaches any covenant or obligation set forth in this Agreement, and the terminating party: a) provides written notice of such to the breaching party; b) affords the breaching party a reasonable opportunity to cure such breach; and c) there is an ongoing material breach for a period of thirty (30) days after written notice is delivered.
15. In addition to termination under paragraph #14, any party may, upon 90-days prior notice, terminate this Agreement after the initial 15-year term by adoption of a resolution. Funds remaining in the program and outstanding loans at the time of termination shall be distributed and disposed of in accordance with paragraph #8 supra.
16. The waiver by a party of any breach or failure of the other party to perform any covenant or obligation contained in this Agreement shall not constitute a waiver of any subsequent breach.
17. If a dispute between any party hereto arises out of or relating to this Agreement, and cannot be settled through direct discussions, each party agrees to first endeavor to settle the dispute by alternative dispute resolution before recourse to a court.
18. If any covenant, condition, provision, or term of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining covenants, conditions, provision, or terms of this Agreement shall not be affected thereby, but each covenant, condition, provision, or term of this Agreement shall be valid and in force to the fullest extent permitted by law.
19. Parties irrevocably submit themselves to the original jurisdiction of the Circuit Court, Door County, State of Wisconsin, with regard to any controversy arising out of, relating to, or in any way concerning this agreement.
20. This Agreement shall be subject and subordinate to applicable federal or state, laws, codes, regulations, ordinances, rules and orders.

21. The parties will work cooperatively, with due diligence, and in good faith to administer the SBD CED Loan Program, including the development and maintenance of, and adherence to, a SBD CED Loan Program Policies and Procedures Manual.
22. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. Any amendments, changes or modification of this agreement shall be effective only when made in writing and executed by the parties.

Accepted and agreed this ____ day of _____, 2020. Accepted and agreed this ____ day of _____, 2020.

Door County

City of Sturgeon Bay

Accepted and agreed this ____ day of _____, 2020. Accepted and agreed this ____ day of _____, 2020.

Ken Pabich
Door County Administrator

Josh VanLieshout, Administrator
City of Sturgeon Bay

**Appointments to the Sturgeon Bay – Door County Revolving Loan Fund Committee
March 3, 2020**

Consistent with the Sturgeon Bay – Door County Economic Development Policies and Procedures Manual, as approved by the Sturgeon Bay Common Council on December 3, 2019, the various appointments to the joint City-County Revolving Loan Fund Committee must be approved by both the Door County Board and the Sturgeon Bay Common Council. The following are the proposed Committee members:

City Appointment (by Mayor)

Dan Williams (Alderman - District 3)

County Appointment

Laura Vlies Wotachek (Supervisor - District 9)

DCEDC Appointments

Mike Gilson (Nicolet Bank - Retired)

Inge Bacon (Inge Alverson Bacon CPA)

Darren Voigt (Bank of Luxemburg)

Alternates:

Danny Hanson (Nicolet Bank)

Dennis Starr (ERA Starr Realty)

RESOLUTION**TERMINATION OF CITY OF STURGEON BAY ECONOMIC DEVELOPMENT REVOLVING LOAN PROGRAM**

WHEREAS, The City of Sturgeon Bay operates an economic development revolving loan program (City loan program) originally capitalized by funds from the Wisconsin Development Fund Program and from the City of Sturgeon Bay; and

WHEREAS, The City of Sturgeon Bay created a Loan Review Program and Policies and Procedures Manual for the City loan program; and

WHEREAS, The City of Sturgeon Bay created a Revolving Loan Review Committee for the City loan program; and

WHEREAS, On December 3, 2019, the Sturgeon Bay Common council approved the Joint City - County Revolving Loan Program and Sturgeon Bay – Door County Economic Development Policies and Procedures Manual for the joint loan program; and

WHEREAS, On March 3, 2020, the Sturgeon Bay Common Council approved an intergovernmental agreement with the County of Door which authorized the initial funding of the Sturgeon Bay – Door County Economic Development Loan Program using the cash on hand and the value of outstanding loans from the City loan program; and

WHEREAS, The approval of the joint Sturgeon Bay – Door County Economic Development Loan Program and the capitalization of said program with the funds from the City loan program makes the City loan program obsolete.

NOW, THEREFORE, BE IT RESOLVED, That upon the transfer of funds and outstanding loans, the City of Sturgeon Bay Economic Development Revolving Loan Program is terminated and the Sturgeon Bay Revolving Loan Review Committee is dissolved.

Passed by the Common Council on this 3rd day of March, 2020.

ATTEST: _____
Stephanie Reinhardt, Clerk

EXECUTIVE SUMMARY

DATE: February 25, 2020

TITLE: State/Municipal Agreements for Proposed Intersection Improvements Along Hwy 42/57

BACKGROUND: In the near future the WI DOT will be completing a resurfacing level improvement project on Hwy 42/57 from the south junction of Highways 42 & 57 to the Bayview Bridge. This work is tentatively scheduled to occur in 2023 and will include concrete repairs, an asphalt overlay on existing asphalt sections, a new asphalt overlay on the section from County C / S Duluth Ave to the Bayview Bridge, beam guard replacements, and pavement markings. Early on the WI DOT contacted staff to see if any additional improvements would be desired. On February 14, 2019 the WI DOT met with staff to discuss potential intersection improvements that they would be willing to incorporate into their project, and notified the City that both the initial installation, and future maintenance, of the improvements would require local funding. On March 21, 2019 the WI DOT provided preliminary plans and estimates for the proposed improvements, and on May 7, 2019 the Board of Public Works met to discuss the following intersection improvements:

1. S Ashland Ave: This improvement would modify the northeast radius of the intersection to allow for easier southbound truck movements through the intersection. The only local requirements for this improvement are to move one light pole and purchase a small amount of additional right of way. Staff has contacted SBU and they are easily able to facilitate the relocation of the light pole. Staff has also contacted the property owner regarding the purchase of the additional right of way. The property owner was excited to hear about the proposed modifications and seems willing to work with the City on this issue. The additional right of way that would need to be purchased is relatively small and staff feels that it could be obtained within the required timeframe.
2. S Neenah Ave: This improvement would modify the northeast radius of the intersection to allow for easier southbound truck movements through the intersection. This modification would also allow for the addition of a right turn lane for southbound traffic on S Neenah Ave to allow for easier access onto Hwy 42/57.
3. Clay Banks Road: These improvements would help to improve access onto and off of Hwy 42/57.
 - a. Add a right turn lane on Clay Banks Road to allow for easier northbound access onto Hwy 42/57.
 - b. Add a right turn lane on southbound Hwy 42/57 to allow for right hand turns onto Circle Ridge Road, without potentially interrupting traffic on Hwy 42/57 if option c below is selected and the roadway is only one lane at that location.
 - c. Modify the median between Clay Banks Road and the Bay View Bridge to keep southbound traffic on Hwy 42/57 to one lane until traffic is past Clay Banks Road. This potential improvement is intended to make it easier to access Hwy 42/57 when attempting to make a left turn off of Clay Banks Road onto Hwy 42/57. This modification to the median would still allow for through traffic onto Circle Ridge Road and left turns off of Hwy 42/57 onto Clay Banks Road.
 - d. Add a right turn lane on northbound Hwy 42/57.

The Board of Public Works then directed staff to notify the WI DOT that the City of Sturgeon Bay would like to move forward with all of the proposed intersection improvements. On February 19, 2020 the WI DOT provided the attached State/Municipal Financial and Maintenance Agreements that need to be approved in order to keep moving forward with the improvements as described above. As previously mentioned, the initial installation and future maintenance costs will need to be locally funded. The costs associated are approximated estimates at this time and revisions to the agreement will be issued if appropriate. If the attached agreements are approved the WI DOT will incorporate all of the proposed improvements into their future project. Please note: The City will be required to pay for any planning or engineering expenses, if at a later time, the City would choose to no longer request completion of an improvement included within an approved State/Municipal Financial Agreement.

FISCAL IMPACT: As stated above, any of the selected options above would require local funding for both the initial installation and future maintenance. The attached estimates have been reviewed by staff and include the required engineering that would be required, along with contingency and inflation costs as summarized below:

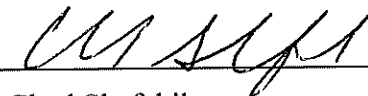
- 1) \$44,026.00 - S Ashland Ave
- 2) \$62,965.00 - S Neenah Ave
- 3) \$25,353.00 - Clay Banks Road (Right turn lane on Clay Banks Road)
- 4) \$25,133.00 - Clay Banks Road (Right turn lane on southbound Hwy 42/57)
- 5) \$68,826.00 - Clay Banks Road (Modifications to the median on Hwy 42/57)
- 6) \$30,000.00 - Clay Banks Road (Right turn lane on northbound Hwy 42/57)

Total for all potential improvements: \$256,303.00

OPTIONS:

- 1) Approve the State/Municipal Financial and Maintenance Agreements as presented that include all of the potential improvements.
- 2) Request revised State/Municipal Financial and Maintenance Agreements to include only some of the potential improvements.
- 3) Inform the WI DOT that no locally funded improvements are desired at this time.

SUBMITTED BY:

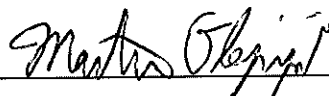


Chad Shefchik
City Engineer

2-25-20

Date

REVIEWED BY:



Marty Olejniczak
Community Develop. Director

2-25-2020

Date

REVIEWED BY:

Josh VanLieshout
City Administrator

Date



**STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

(Original)

Date: February 12, 2020

I.D.: 4430-19-00/71

Road Name: WIS 42

Title: WIS 42, City of Sturgeon Bay

Limits: S. Junction STH 57 – Bayview Bridge

County: Door

Roadway Length: 7.23 miles

The signatory **City of Sturgeon Bay**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: WIS 42 is a roadway with varying cross sections, from a 4-lane rural divided highway to a 5-lane urban undivided highway. The roadway is predominantly concrete with intermittent asphalt overlay sections. The roadway is showing signs of deteriorating pavement, which need to be maintained to extend the service life of the roadway.

Proposed Improvement - Nature of work: This project is a resurfacing level improvement project. Work includes concrete repairs, asphalt overlay of existing asphalt sections, new asphalt overlay of the section from County C/Duluth Avenue to the Bayview Bridge, beam guard replacement, and pavement marking. The City of Sturgeon Bay has requested intersection improvements at Ashland Avenue, Neenah Avenue, and County U/Clay Banks Road that will be funded 100% by the Municipality and included with the project.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: The City of Sturgeon Bay will complete necessary plat and real estate acquisitions for the local intersection improvements. The City of Sturgeon Bay will also work with necessary parties to relocate the light pole in conflict for the Ashland Avenue improvements.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering: Plan Development	\$ 200,000	\$ 200,000	100%	\$ -	0%
Real Estate Acquisition: Acquisition	\$ -	\$ -		\$ -	
¹ Construction: Roadway (cat 0010)	\$ 8,453,794				
Priority 1	\$ -	\$ -		\$ 256,303	Capped
Priority 2	\$ -	\$ 8,197,491	Unlimited	\$ -	
Non-Participating	\$ -	\$ -		\$ -	
Total Cost Distribution	\$ 8,653,794	\$ 8,397,491		\$ 256,303	
1. Estimates include 10% construction engineering.					

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 3 – 5); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, upon fully executed signature of applicable State Municipal Maintenance Agreement and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the **City of Sturgeon Bay** (please sign in blue ink)

Name (print) _____ Title _____

Signature _____ Date _____

Signed for and in behalf of the **State** (please sign in blue ink)

Name _____ Title _____

Signature _____ Date _____

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.

- (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 6. The work will be administered by the State and may include items not eligible for federal/state participation.
 7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 8. Basis for local participation:

The below items are estimated costs based on unit price historical data. Actual costs to the Municipality will be based upon unit costs by the successful bidder on the project. This agreement will be updated after project letting to reflect any changes.

On May 9, 2019 the City of Sturgeon Bay notified the Department of the city's approval to move forward with several intersection improvements along this section of state highway. The costs for constructing these improvements will be 100% Municipality. See "Attachment A – Sturgeon Bay Request" for additional information on the scope of work.

- WIS 42/57 & Ashland Avenue Intersection:

This improvement will modify the east radius of the intersection. Conceptual drawings of the improvement and estimated costs are shown in "Attachment B – Ashland Avenue Improvements".

Municipal Cost = \$44,026

- WIS 42/57 & Neenah Avenue Intersection:

This improvement will modify the northeast radius of the intersection. Conceptual drawings of the improvement and estimated costs are shown in "Attachment C – Neenah Avenue Improvements".

Municipal Cost = \$62,965

- WIS 42/57 & Clay Banks Road (Right Turn Lane on Clay Banks Road)

This improvement will add a right turn lane on Clay Banks Road to facilitate turning movements onto WIS 42/57 northbound. Conceptual drawings of the improvement and estimated costs are shown in "Attachment D – Clay Banks / Circle Ridge Road Intersection Improvements".

Municipal Cost = \$25,353

- WIS 42/57 & Circle Ridge Road (Right Turn Lane on WIS 42/57 Southbound)

This improvement will add a right turn lane on WIS 42/57 southbound at Circle Ridge Road. Conceptual drawings and estimated costs for this improvement are shown in “Attachment D – Clay Banks / Circle Ridge Road Intersection Improvements”.

Municipal Cost = \$25,133

- WIS 42/57 & Circle Ridge Road/Clay Banks Road (WIS 42/57 Southbound Modifications)

This improvement will modify WIS 42/57 southbound travel lanes, left turn lane, and median to channelize WIS 42/57 into a single lane until south of the intersection. Conceptual drawings and estimated costs for this improvement are shown in “Attachment D – Clay Banks / Circle Ridge Road Intersection Improvements”.

Municipal Cost = \$68,826

- WIS 42/57 & Clay Banks Road (Right Turn Lane on WIS 42/57 Northbound)

This improvement will add a right turn lane on WIS 42/57 northbound at Clay Banks Road. This was requested by the City (per Attachment A) for an amount up to \$30,000.

Municipal Cost = \$30,000

- Plat / Real Estate Interests

The City of Sturgeon Bay will be responsible for all plats and acquisition of real estate interests required to construct the above intersection improvements. The Department will provide the design slope intercepts to the City by May 1, 2020 for development of the plat. The City shall provide documentation to the Department that all necessary interests have been acquired by February 1, 2021.

SUMMARY TABLE:

Below is a summary table detailing the estimated Municipal Cost by project category:

Category 0010 - Roadway		
	WIS 42/57 & Ashland Avenue Intersection	\$44,026
	WIS 42/57 & Neenah Avenue Intersection	\$62,965
	WIS 42/57 & Clay Banks Road (Right Turn Lane on Clay Banks Road)	\$25,353
	WIS 42/57 & Circle Ridge Road (Right Turn Lane on WIS 42/57 Southbound)	\$25,133
	WIS 42/57 & Circle Ridge Road/Clay Banks Road (WIS 42/57 Southbound)	\$68,826
	WIS 42/57 & Clay Banks Road (Right Turn Lane on WIS 42/57 Northbound)	\$30,000
	<i>Subtotal for Category 0010</i>	<i>\$256,303</i>
Total Municipal Cost =		\$256,303

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

Attachment A – Sturgeon Bay Request

Ashauer, Jeremy J - DOT

From: Shefchik, Chad <cshefchik@sturgeonbaywi.org>
Sent: Thursday, May 09, 2019 7:38 AM
To: Ashauer, Jeremy J - DOT
Cc: VanLieshout, Josh; Olejniczak, Marty
Subject: [WARNING: ATTACHMENT(S) MAY CONTAIN MALWARE]Exhibits for Sturgeon Bay Proposed Improvements
Attachments: Ashland Ave.pdf; Clay Banks-Circle Ridge Rds.pdf; Neenah Ave.pdf; Executive Summary - Highway Intersection Improvements.doc

Jeremy: At our Board of Public Works meeting the committee approved pursuing all 5 of the proposed budgeted improvements attached that total \$226,301.99. I attached a copy of the executive summary from the meeting so you can see what they were given in addition to your information. However, they would like to add 1 additional improvement if possible. They would like to also see a right turn lane added to northbound Hwy 42/57 to allow for safer right turn movements off of the highway onto Clay Banks Road. I told the committee that the other 2 right turn lanes budgeted were around \$25,000 and I estimated that this additional request would be of a similar amount. They more or less implied that if the estimate was under \$30,000 they do not need to improve this additional requested improvement it could just be added into the State / Municipal Agreement for approval at that time.

Therefore, please proceed with the State / Municipal Agreement for the original 5 proposed improvements along with the additional right turn lane if possible. Also, if the State / Municipal Agreement could be written in a way to identify the approx. cost for each improvement individually it would be appreciated.

FYI: At Ashland I talked to SBU and they will be able to relocate the light pole prior to the start of your project (I would just requested CAD data from you so Brian & I can mark the location) and the City will acquire the additional right of way needed.

Thanks,

Chad Shefchik
City Engineer

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

Phone: 920-746-2913
Email: cshefchik@sturgeonbaywi.org

From: Ashauer, Jeremy J - DOT [<mailto:Jeremy.Ashauer@dot.wi.gov>]
Sent: Thursday, March 21, 2019 3:54 PM
To: Shefchik, Chad
Cc: Ashauer, Jeremy J - DOT; Jolivet, Erin E - DOT; Thompson, James - DOT
Subject: Exhibits for Sturgeon Bay Proposed Improvements

Chad,
As part of the WIS 42/57 project, the city has requested potential improvements to local intersections. As previously discussed, these improvements would be 100% local funding. Attached are exhibits depicting the DOT's interpretation of the city's request for improvements at the Ashland, Neenah, and Clay Banks Road intersections.

Please review and let me know if you have any questions or changes. The exhibits and cost estimates are a conceptual look at these improvements and will be refined further if the city determines to go forward with these improvements.

If the City would like to add these improvements to WisDOT's project, we would appreciate a response by April 30, 2019.

Thanks,
Jeremy

Jeremy Ashauer, P.E.

Project Manager – Door & Kewaunee Counties

Wisconsin Department of Transportation

Northeast Region

Phone: (920) 412-6381

wisconsindot.gov

EXECUTIVE SUMMARY

DATE: May 2, 2019

TITLE: Proposed Intersection Improvements Along Hwy 42/57

BACKGROUND: On December 13, 2018 staff received a letter from Jeremy Ashauer at the WI DOT regarding an improvement project for Hwy 42/57 that would occur between the south junction of Highways 42 & 57 and the Bay View Bridge. The project is scheduled to take place sometime between 2021 and 2023. Attached is a copy of the letter that summarizes the proposed improvements for the project along with a request for comments regarding known issues within the proposed project limits. After several phone conversations and emails, staff met with the WI DOT on February 14, 2019 to discuss potential improvements that the WI DOT would be willing to incorporate into their project. While these potential improvements would be completed along with the project, they would be required to be locally funded and are summarized below:

1. S Ashland Ave: Per the attached plans & estimate this improvement would modify the east radius of the intersection to allow for easier truck movements through intersection to minimize the damage that is clearly visible today. The only local requirements for this improvement are to move one light pole and purchase a small amount of addition right of way. Staff has contacted SBU and they are easily able to facilitate the relocation of the light pole. The additional right of way that would need to be purchased is relatively small and staff feels that it could be obtained within the required timeframe.
2. Clay Banks Road: per the attached plans & estimates these improvements would help to improve access onto Hwy 42/57.
 - a. Add a right turn lane to Clay Banks Road to allow for easier northbound access onto Hwy 42/57.
 - b. Modify the median between Clay Banks Road and the Bay View Bridge to keep southbound traffic on Hwy 42/57 to one lane until traffic is past Clay Banks Road. This potential improvement is intended to make it easier to access Hwy 42/57 when attempting to make a left turn off of Clay Banks Road onto Hwy 42/57. This modification to the median would still allow for through traffic onto Circle Ridge Road and left turns off of Hwy 42/57 onto Clay Banks Road.
 - c. Add a right turn lane to Hwy 42/57 to allow for right hand turns onto Circle Ridge Road without potentially interrupting traffic on Hwy 42/57 if option b above is selected and the roadway is only one lane at that location.
3. S Neenah Ave: Per the attached plans & estimate this improvement would modify the northeast radius of the intersection. This modification would allow for easier truck movements and add a right turn lane to southbound traffic on S Neenah Ave that would allow for easier access onto Hwy 42/57.

At this time the plans and estimates attached are preliminary. The WI DOT is looking for direction from the City to see which potential improvements should be incorporated into their final plans and specifications going forward. A State/Municipal Agreement will be required to move forward with any of the potential improvements. The City would be required to pay for any planning or engineering expenses, if at a later time, the City would choose to no longer request completion of an improvement included within the State/Municipal Agreement.

FISCAL IMPACT: As stated above, any of the selected options above would require local funding. The attached estimates have been reviewed by staff and include the required engineering that would be required, along with contingency and inflation costs as summarized below:

- 1) \$44,025.55 - S Ashland Ave
- 2) \$25,352.80 - Clay Banks Road (Right turn lane on Clay Banks Road)
- 3) \$68,825.58 - Clay Banks Road (Modifications to the median on Hwy 42/57)
- 4) \$25,133.44 - Clay Banks Road (Right turn lane on Hwy 42/57)
- 5) \$62,964.62 - S Neenah Ave

Total for all potential improvements: \$226,301.99

OPTIONS:

- 1) Request a State/Municipal Agreement for all of the potential improvements.
- 2) Request a State/Municipal Agreement for only some of the potential improvements.
- 3) Inform the WI DOT that no locally funded improvements are desired at this time.

SUBMITTED BY: CS
Chad Shefchik
City Engineer

5.2.19
Date

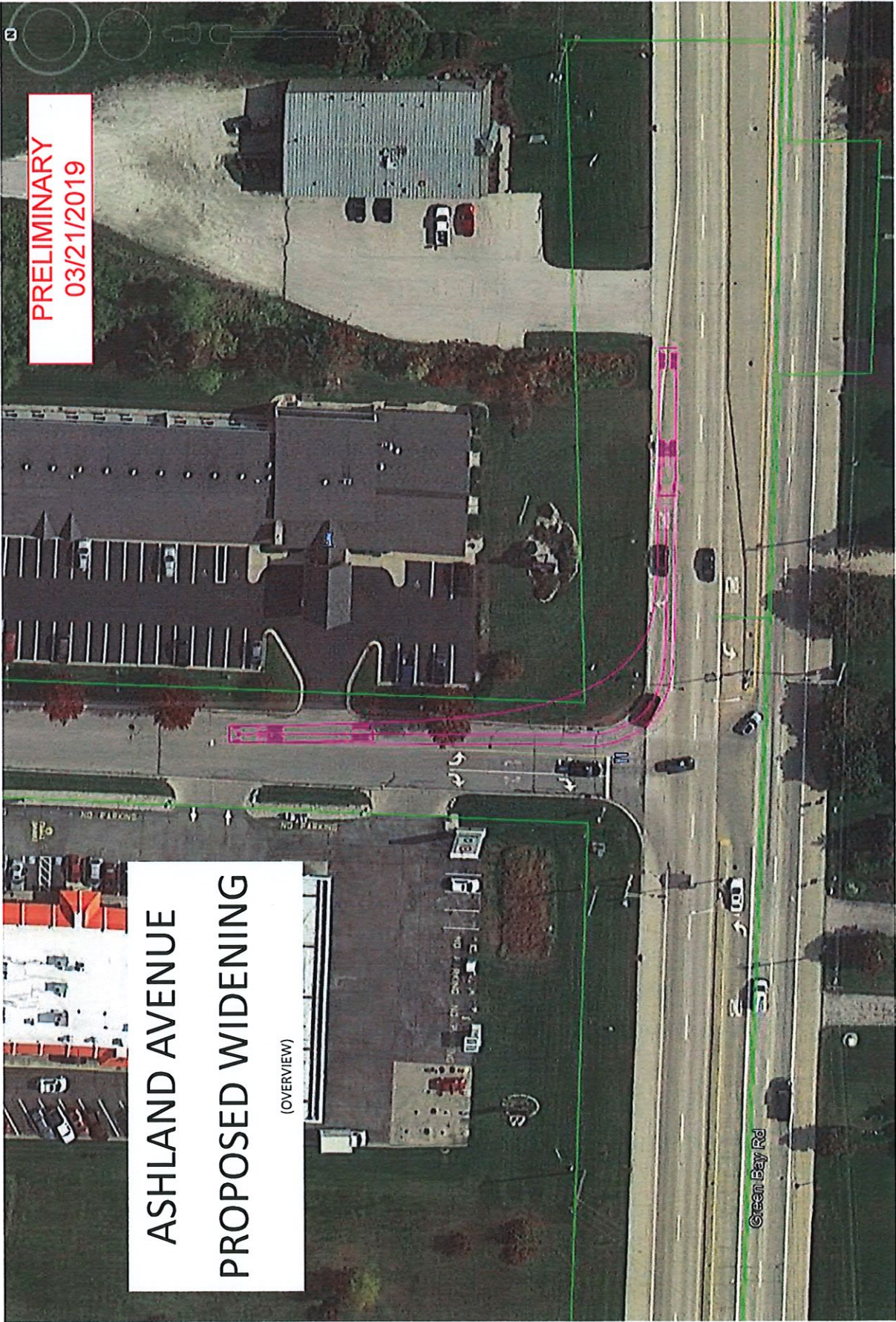
REVIEWED BY: MO
Marty Olejniczak
Community Develop. Director

5-2-19
Date

REVIEWED BY: JV
Josh VanLieshout
City Administrator

5/2/19
Date

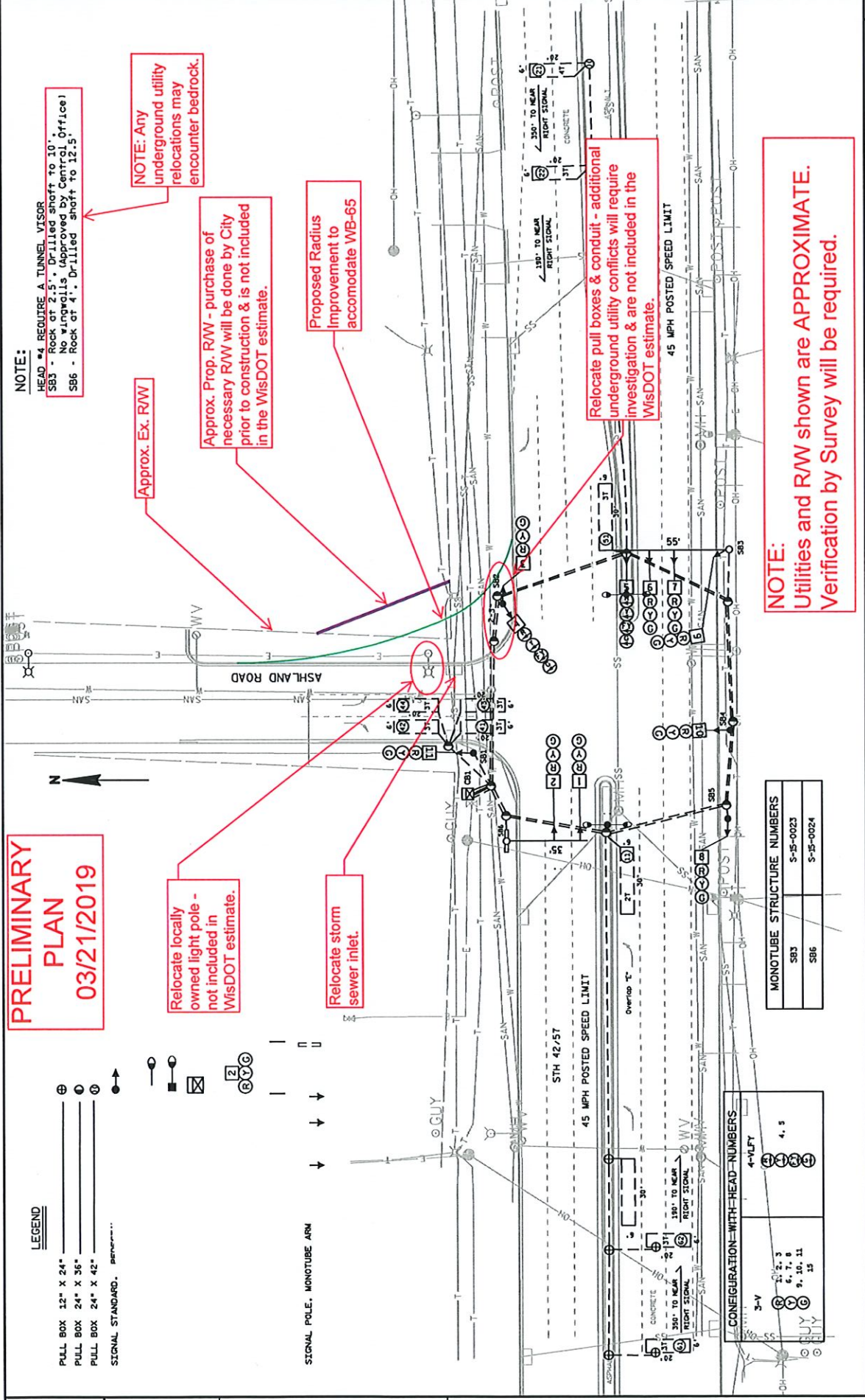
Attachment B – Ashland Avenue Improvements



PRELIMINARY
03/21/2019

ASHLAND AVENUE
PROPOSED WIDENING
(OVERVIEW)

Green Bay Rd



**PRELIMINARY
PLAN
03/21/2019**

- LEGEND**
- PULL BOX 12" X 24"
 - PULL BOX 24" X 36"
 - PULL BOX 24" X 42"
 - SIGNAL STANDARD.
 - SIGNAL POLE. MONOTUBE ARM

MONOTUBE STRUCTURE NUMBERS	
SRS	S-15-0023
SRS	S-15-0024

CONFIGURATION WITH HEAD NUMBERS	
3-Y	1, 2, 3 4, 5, 6, 7, 8 9, 10, 11, 12, 13, 14, 15
4-YLTY	4, 5

Preliminary Estimate 03/21/2019

Cost Estimate for Ashland Ave - Improved Turning Radius from SB STH 42/57* Project ID: 4430-19-00 S JCT STH 42/57 - Bay View Bridge

Item #	Item Description	Quantity	Units	Cost/Unit	Total Cost
204.0150	Removing Curb & Gutter	205	LF	\$5.00	\$1,025.00
204.0220	Removing Inlets	1	EACH	\$355.00	\$355.00
205.0100	Excavation Common	231	CY	\$23.00	\$5,313.00
305.0120	Base Aggregate Dense 1 1/4-Inch	80	TON	\$21.15	\$1,692.00
415.0090	Concrete Pavement 9-inch	25	SY	\$38.50	\$962.50
460.5223	HMA Pavement 3 LT 58-28 S	40	TON	\$75.00	\$3,000.00
460.5224	HMA Pavement 4 LT 58-28 S	38	TON	\$75.00	\$2,850.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	170	LF	\$25.90	\$4,403.00
608.315	Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	30	LF	\$79.00	\$2,370.00
611.0624	Inlet Covers Type H	1	EACH	\$579.00	\$579.00
611.3230	Inlets 2x3-FT	1	EACH	\$1,531.00	\$1,531.00
625.0500	Salvaged Topsoil	230	SY	\$5.15	\$1,184.50
628.2008	Erosion Mat Urban Class I Type B	230	SY	\$2.50	\$575.00
690.0150	Sawing Asphalt	105	LF	\$2.40	\$252.00
690.0250	Sawing Concrete	100	LF	\$2.50	\$250.00
SPV	Signal work	1	LS	\$6,000.00	\$6,000.00

Subtotal 1 \$32,342.00
Contingency (10%) \$3,234.20
Inflation (5 years at 2.5%/yr) \$4,447.03

Subtotal 2 \$40,023.23
Construction Engineering (10%) \$4,002.32

Total \$44,025.55

*Costs and quantities are strictly an estimate & are subject to change. They do not include Real Estate or Utility Relocations. The estimate provided assumes a construction year of 2024.
**Plans provided are Preliminary and are only an approximation of the proposed work.
***All utilities & R/W will require verification with field survey.

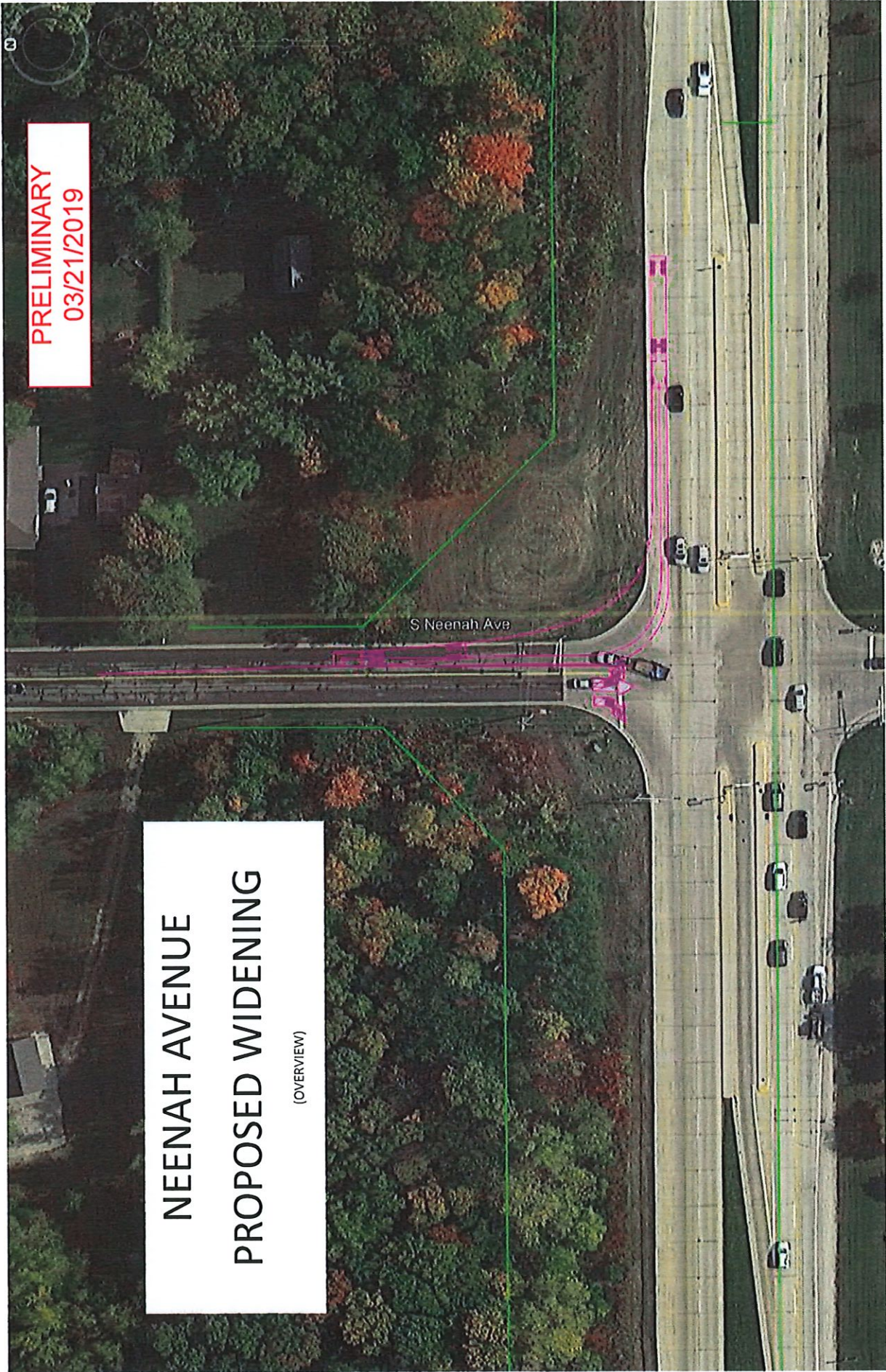
Attachment C – Neenah Avenue Improvements

PRELIMINARY
03/21/2019

NEENAH AVENUE PROPOSED WIDENING

(OVERVIEW)

S Neenah Ave



LEGEND

- PULL BOX 12" X 24"
- PULL BOX 24" X 36"
- PULL BOX 24" X 42"
- SIGNAL STANDARD, PEDESTAL MOUNT
- SIGNAL POLE, MAST-ARM, TRANSFORMER MOUNT
- LUMINAIRE (250 WATT)
- LUMINAIRE UNDER PERMIT
- CONTROL CABINET BASE
- CONDUIT
- SIGNAL HEAD NUMBER MOUNTING CONFIGURATION
- LOOP DETECTOR (IN CONDUIT)
- SIGNAL POLE, MONOTUBE ARM

Existing centerline will be shifted 4' to the east, in order to accommodate 2 SB lanes (11' through lane and 9' right turn lane).

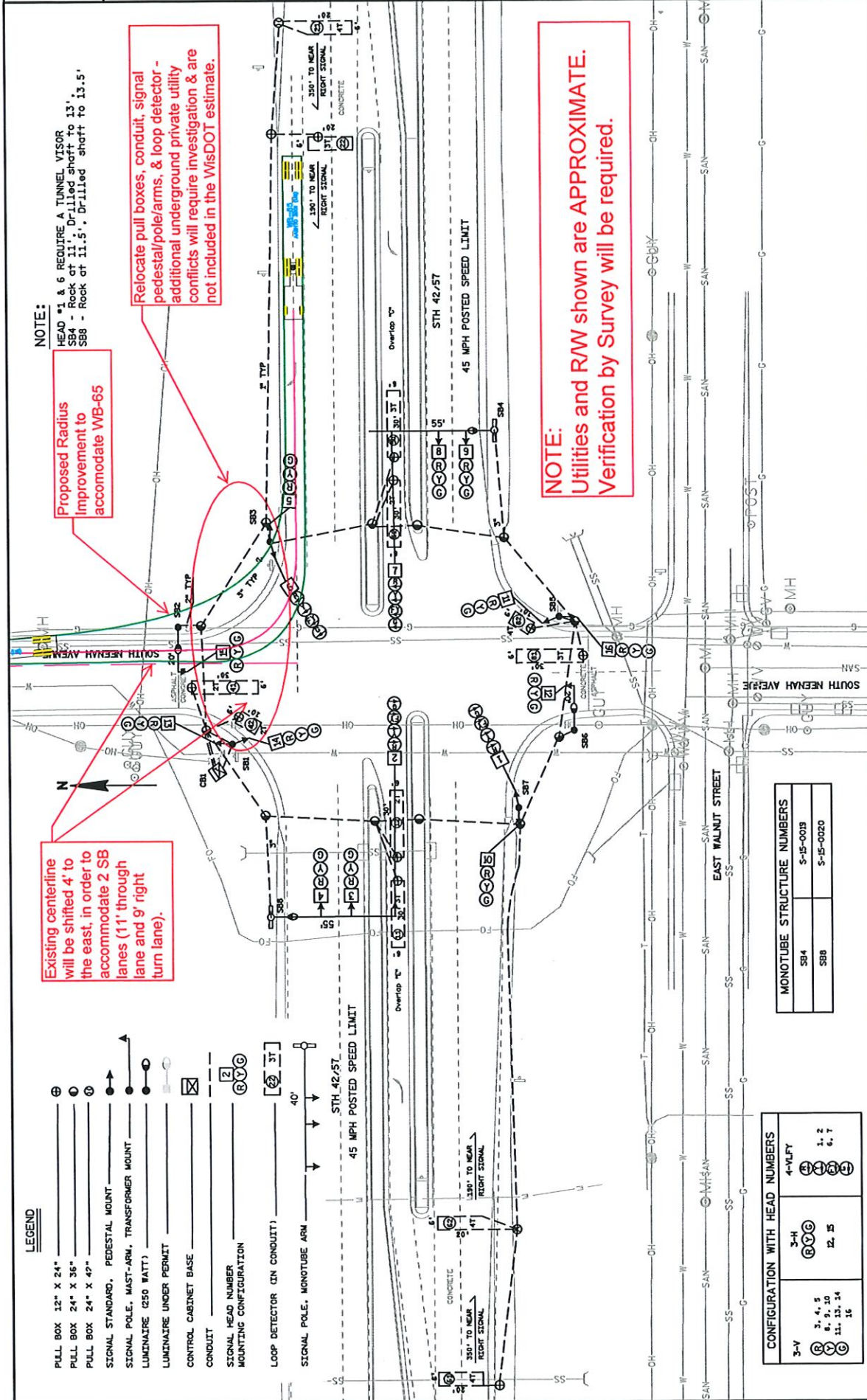
Proposed Radius Improvement to accommodate WB-65

NOTE:

HEAD #1 & 6 REQUIRE A TUNNEL VISOR
SB4 - Rock of 11' Drilled shaft to 13'
SB8 - Rock of 11.5' Drilled shaft to 13.5'

Relocate pull boxes, conduit, signal pedestal/pole/arms, & loop detector - additional underground private utility conflicts will require investigation & are not included in the WisDOT estimate.

NOTE:
Utilities and R/W shown are APPROXIMATE.
Verification by Survey will be required.



MONOTUBE STRUCTURE NUMBERS	
SB4	S-15-0019
SB8	S-15-0020

CONFIGURATION WITH HEAD NUMBERS	
3-Y	4-Y

Preliminary Estimate 03/21/2019

Cost Estimate for Right Turn Lane SB Neenah Ave to SB STH 42/57*
Alternative #2: Centerline shifts to the north, curbline widens to the north
Project ID: 4430-19-00
S JCT STH 42/57 - Bay View Bridge

Item #	Item Description	Quantity	Units	Cost/Unit	Total Cost
201.0120	Clearing	36	ID	\$10.00	\$360.00
201.0220	Grubbing	36	ID	\$10.00	\$360.00
204.0150	Removing Curb & Gutter	250	LF	\$5.00	\$1,250.00
205.0100	Excavation Common	110	CY	\$23.00	\$2,530.00
305.0120	Base Aggregate Dense 1 1/4-Inch	110	TON	\$24.00	\$2,640.00
415.0800	Concrete Pavement 8-inch	365	SY	\$35.00	\$12,775.00
460.5223	HMA Pavement 3 LT 58-28 S	11	TON	\$75.00	\$825.00
460.5224	HMA Pavement 4 LT 58-28 S	10	TON	\$75.00	\$750.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	250	LF	\$25.00	\$6,250.00
625.0500	Salvaged Topsoil	70	SY	\$1.50	\$105.00
628.1504	Silt Fence	250	LF	\$2.50	\$625.00
628.2008	Erosion Mat Urban Class I Type B	70	SY	\$2.50	\$175.00
	Marking Lines	1	LS	\$2,000.00	\$2,000.00
690.0150	Sawing Asphalt	150	LF	\$2.40	\$360.00
690.0250	Sawing Concrete	100	LF	\$2.50	\$250.00
SPV	Signal work	1	LS	\$15,000.00	\$15,000.00

Subtotal 1	\$46,255.00
Contingency (10%)	\$4,625.50
Inflation (5 years at 2.5%/yr)	\$6,360.06
Subtotal 2	\$57,240.56
Construction Engineering (10%)	\$5,724.06

Total **\$62,964.62**

*Costs and quantities are strictly an estimate & are subject to change. They do not include Real Estate or Utility Relocations. The estimate provided assumes a construction year of 2024.
**Plans provided are Preliminary and are only an approximation of the proposed work.
***All utilities & R/W will require verification with field survey.

Attachment D – Clay Banks/Circle Ridge Road Improvements

PRELIMINARY
03/21/2019

CLAY BANKS/CIRCLE RIDGE ROAD
INTERSECTION IMPROVEMENTS.
PROPOSED WIDENING

(OVERVIEW)



2

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X = 4980384.285 BK = 578°02'29.9" E AH = N34°30'22.0"

CURVE 9
 PTA= 362+26.53
 X = 152567.340
 Y = 495643.370
 DELTA= 13°33'53"
 D = 1°00'00"
 L = 681.46'
 T = 1356.55'
 R = 5729.89'
 PC STA = 355+45.06
 X = 152860.966
 Y = 495028.411
 PTA = 369+01.62
 X = 152426.140
 Y = 496310.044
 X = 496310.044
 Y = 152426.140
 BAK = 564°28'36.6"E
 AH = 578°02'29.9"E

SHEET

14 NOV 1961

WISDOT/CADDS SHEET 44

THE UNIVERSITY OF MARYLAND

Preliminary Estimate 03/21/2019

Cost Estimate for Right Turn Lane Clay Banks Rd to NB STH 42/57*

Project ID: 4430-19-00

S JCT STH 42/57 - Bay View Bridge

Item #	Item Description	Quantity	Units	Cost/Unit	Total Cost
204.0150	Removing Curb & Gutter	65	LF	\$6.80	\$442.00
205.0100	Excavation Common	55	CY	\$7.50	\$412.50
305.0110	Base Aggregate Dense 3/4-Inch	116	TON	\$17.30	\$1,998.15
305.0120	Base Aggregate Dense 1 1/4-Inch	5	TON	\$23.00	\$115.00
415.0080	Concrete Pavement 8-inch	80	SY	\$74.00	\$5,920.00
460.5223	HMA Pavement 3 LT 58-28 S	42	TON	\$75.00	\$3,150.00
460.5224	HMA Pavement 4 LT 58-28 S	40	TON	\$75.00	\$3,000.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	65	LF	\$31.00	\$2,015.00
625.0500	Salvaged Topsoil	185	SY	\$1.00	\$185.00
628.1504	Silt Fence	200	LF	\$2.50	\$500.00
628.2008	Erosion Mat Urban Class I Type B	120	SY	\$2.40	\$288.00
690.0150	Sawing Asphalt	200	LF	\$2.15	\$430.00
690.0250	Sawing Concrete	65	LF	\$2.60	\$169.00

Subtotal 1	\$18,624.65
Contingency (10%)	\$1,862.47
Inflation (5 years at 2.5%/yr)	\$2,560.89
Subtotal 2	\$23,048.00
Construction Engineering (10%)	\$2,304.80

Total \$25,352.80

*Costs and quantities are strictly an estimate & are subject to change. They do not include Real Estate or Utility Relocations. The estimate provided assumes a construction year of 2024.

**Plans provided are Preliminary and are only an approximation of the proposed work.

***All utilities & R/W will require verification with field survey.

NOTES:

- 1) WisDOT R/W appears to go all the way to Tacoma Beach Rd
- 2) No utility conflicts. Power poles located approx. 23' off existing EOP and we are only widening 11'.
- 3) Ex. pavt looks to be in good condition; milling top course to match is not included in this estimate.

Preliminary Estimate 03/21/2019

Cost Estimate for Reducing SB STH 42/57 to One Lane at Clay Banks/Circle Ridge Rd* Project ID: 4430-19-00 S JCT STH 42/57 - Bay View Bridge

Item #	Item Description	Quantity	Units	Cost/Unit	Total Cost
204.0100	Removing Pavement	850	SY	\$5.30	\$4,505.00
204.0150	Removing Curb & Gutter	620	LF	\$3.80	\$2,356.00
204.0220	Removing Inlets	1	EACH	\$355.00	\$355.00
208.0100	Borrow	189	CY	\$21.10	\$3,981.57
320.0105	Concrete Base 4-inch	166	SY	\$40.00	\$6,640.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	1080	LF	\$18.25	\$19,710.00
608.315	Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	25	LF	\$85.00	\$2,125.00
611.0624	Inlet Covers Type H	1	EACH	\$579.00	\$579.00
611.3230	Inlets 2x3-FT	1	EACH	\$1,531.00	\$1,531.00
625.0100	Topsoil	600	SY	\$7.90	\$4,740.00
628.2008	Erosion Mat Urban Class I Type B	600	SY	\$2.05	\$1,230.00
690.0250	Sawing Concrete	1080	LF	\$2.60	\$2,808.00

Subtotal 1 \$50,560.57
Contingency (10%) \$5,056.06
Inflation (5 years at 2.5%/yr) \$6,952.08

Subtotal 2 \$62,568.71
Construction Engineering (10%) \$6,256.87

Total \$68,825.58

*Costs and quantities are strictly an estimate & are subject to change. They do not include Real Estate or Utility Relocations. The estimate provided assumes a construction year of 2024.

**Plans provided are Preliminary and are only an approximation of the proposed work.

***All utilities & R/W will require verification with field survey.

Cost Estimate for SB STH 42/57 OPTIONAL Right Turn Addition @ Circle Ridge Rd*

Project ID: 4430-19-00

S JCT STH 42/57 - Bay View Bridge

Item #	Item Description	Quantity	Units	Cost/Unit	Total Cost
204.0150	Removing Curb & Gutter	90	LF	\$5.00	\$450.00
205.0100	Excavation Common	250	CY	\$23.00	\$5,750.00
305.0120	Base Aggregate Dense 1 1/4-Inch	250	TON	\$21.15	\$5,287.50
415.0090	Concrete Pavement 9-inch	85	SY	\$38.50	\$3,272.50
601.0411	Concrete Curb & Gutter 30-Inch Type D	90	LF	\$25.90	\$2,331.00
625.0500	Salvaged Topsoil	150	SY	\$5.15	\$772.50
628.2008	Erosion Mat Urban Class I Type B	150	SY	\$2.50	\$375.00
690.0250	Sawing Concrete	90	LF	\$2.50	\$225.00

Subtotal 1 \$18,463.50

Contingency (10%) \$1,846.35

Inflation (5 years at 2.5%/yr) \$2,538.73

Subtotal 2 \$22,848.58

Construction Engineering (10%) \$2,284.86

Total \$25,133.44

*Costs and quantities are strictly an estimate & are subject to change. They do not include Real Estate or Utility Relocations. The estimate provided assumes a construction year of 2024.

**Plans provided are Preliminary and are only an approximation of the proposed work.

***All utilities & R/W will require verification with field survey.



**STATE/MUNICIPAL
MAINTENANCE
AGREEMENT**
(Original)

Date: February 12, 2020
ID: 4430-19-71
Road Name: WIS 42
Limits: S. Junction STH 57 – Bayview Bridge
County: Door

The signatory **City of Sturgeon Bay**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect this agreement to include the associated maintenance responsibilities hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 84.07(1) of the Statutes. Wisconsin statutes, Wisconsin Administrative Code, and State policy serve as the defining documents for State Highway maintenance responsibilities.

DESCRIPTION OF FACILITY:

The facility through the City of Sturgeon Bay consists of varying segments including: 4 lane rural divided highway, 4 lane urban divided highway, and 5 lane urban undivided highway. This project does not change the existing highway cross sections. This project is a resurfacing level improvement that includes concrete repairs, intermittent asphalt overlay of existing asphalt sections, new asphalt overlay of the section from County C/Duluth Avenue to the Bayview Bridge, beam guard replacement, and pavement marking. At the request of the City of Sturgeon Bay, additional intersection improvements will be funded 100% by the City at Ashland Avenue, Neenah Avenue, and Clay Banks/Circle Ridge Road.

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 2 – 3); is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, delivery to the Municipality and upon fully executed signature of associated, applicable State Municipal Financial Agreement for project 4430-19-00/71. The initiation and signature of the agreement will be subject to all the applicable federal and state regulations. No term or provision of neither the State/Municipal Maintenance Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Maintenance Agreement.

Signed for and in behalf of the City of Sturgeon Bay (Please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (Please sign in blue ink)	
Name	Title WisDOT Region Maintenance Chief
Signature	Date

TERMS AND CONDITIONS:

1. In order to guarantee the Municipality's foregoing agreements to maintain the facility to State standards, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold General Transportation Aids or monies otherwise due and payable by the State to the municipality, as determined by the State, for any maintenance the State must perform to the facility should the Municipality fail to comply with the agreement.
2. The State will not install any additional items, not necessitated for the safe and efficient flow of traffic, to a state highway facility without the Municipality agreeing to maintain those items. The State is responsible for maintaining the through travel way of any given highway facility under the State's jurisdiction including:
 - (a) The energy, operation, repair and replacement of traffic signals and associated street lighting required for the signalized intersections within the limits of this agreement.
 - (b) Signing and pavement marking necessitated for the safe and efficient flow of traffic except those items listed in #3.
 - (c) Permitting authority of utilities and access control on all State Trunk, US and Interstate Highways.
3. The Municipality shall at its own cost and expense maintain all portions within the specified limits of this agreement that lie within its jurisdiction for such maintenance through statutory requirements in a manner satisfactory to the State and shall make ample provision for such maintenance each year to include:
 - (a) Maintain all items outside, and under, the travel way to include, but not limited to, parking lanes, curb and gutter, drainage facilities (including all storm sewers, inlets, related manholes and structure, storm water quality devices, etc., either outside or under the traveled way), sidewalks, multi-use paths, retaining walls, pedestrian refuge islands and landscaping features.
 - (b) Remove snow and ice from parking lanes, sidewalks, multi-use paths, and pedestrian refuge islands.
 - (c) Implement a street sweeping program to help prevent the accumulation of dirt, sand, leaves, paper, or other clogging debris.
 - (d) Maintain the storm sewer system to provide a free flow condition throughout the life of the facility including, but not limited to, annual inspection of inlets, catch basins, manholes, pipe; annual cleaning and removal of blockages, replace broken or malfunctioning castings, grates, grit covers, risers, covers and frames; repair top slabs along with bottom and walls of basins. Routine mortar repairs such as tuck pointing and plastering to the inlets, catch basins, and manholes.
 - (e) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the street lighting system.
 - i. The Municipality shall obtain a permit from the State.
 - ii. The Municipality shall accept responsibility for locating utilities for Digger's Hotline.
 - iii. If at any time the Municipality should choose to turn off or remove street lighting, in part or in whole, funded with federal/state dollars, the State will determine potential conflicts and approve/disapprove such request. If removal is approved by the State, the Municipality will reimburse to the State an amount determined by Federal and State coordination.
 - (f) Maintain clear right-of-way of all encroachments.
 - (g) Maintain crosswalk pavement markings. The municipality shall obtain a permit with the State.
 - (h) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, wayfinding signs, etc).
 - (i) Maintain and accept responsibility for the following as applicable to this agreement: N/A

4. The Municipality, within the specified limits, agrees to:
 - (a) Prohibit angle parking.
 - (b) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
5. The Municipality will coordinate with the State to obtain any necessary Work on Right-of-Way Permits for maintenance performed on or within the state highway facility or state right-of-way.
6. This agreement does not remove the current municipal maintenance responsibility.
7. The State or Municipality may request an amendment to this agreement to include specific features later requested by the Municipality throughout the design process.
8. Upon completion of construction project, 4430-19-71, the Municipality will assume all afore mentioned maintenance responsibilities.

Letter to Jim Kalny
CC: Josh and Mayor
CC: Kevin Osgood

RE: Door County Maritime Museum

Dear Mr. Kalny,

As I have indicated to you, I was retained to represent the Door County Maritime Museum with respect to potential issues associated with the location of the ordinary high water mark (OHWM) on their property. My initial understanding was that they owned land adjacent to the City and resolution of that issue would not directly involve the City. However, I have since discovered that the City owns a strip of land between Sturgeon Bay and the Maritime Museum property.

As you also know, I represented the City on the ordinary high water mark issues associated with the City's property on which the granary is located that is adjacent to the Maritime Museum. Although that matter is closed, and the City is now in the category of a former client, the issues associated with the Maritime Museum could be considered substantially related to the matter on which I represented the City. In particular, resolution of the OHWM for the Maritime Museum property may have implications for the OHWM on the City property that lies between the Maritime Museum and Sturgeon Bay.

Therefore, as a precautionary matter, I would request a waiver of any conflict in my continued representation of the Maritime Museum on resolving the OHWM issue on their property. Please let me know if this would be acceptable by signing the waiver consent, below. Thank you for your consideration.