



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, MAY 19, 2020
7:00 P.M.
COUNCIL CHAMBERS, CITY HALL – 421 MICHIGAN ST
DAVID J. WARD, MAYOR**

1. Call to order.
2. Pledge of Allegiance.
3. Roll call.
4. Adoption of agenda.
5. Public Comment on agenda items only.
6. Consideration of the following bills: General Fund – \$245,438.17, Capital Fund - \$54,817.68, Cable TV - \$2,734.72, TID #4 - \$15,543.90, and Solid Waste Enterprise Fund - \$982.89 for a grand total of \$319,517.36. roll call]

7. CONSENT AGENDA

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

- * a. Approval of 5/5/20 regular Common Council minutes.
- * b. Place the following minutes on file:
 - (1) Personnel Committee – 4/28/20
 - (2) Finance/Purchasing & Building Committee – 4/28/20
- * c. Place the following reports on file:
 - (1) Police Department Report – April 2020
 - (2) Inspection Department Report – April 2020
- * d. Consideration of: Approval of Beverage Operator licenses.
- * e. Consideration of: Approval of Sidewalk Café Permit for Door County Fire Company.
- * f. Consideration of: Approval of Sidewalk Café Permit for Stone Harbor Resort.
- * g. Consideration of: Approval to Serve Alcohol After Hours from Miller Art Museum.
- * h. Finance/Purchasing & Building Committee recommendation re: Waive Park Shelter Reservation fee for Door Tran.

- * i. Finance/Purchasing & Building Committee recommendation re: Establish the Industrial Park Land Fund, Revaluation Fund, Building Maintenance Fund, Fiber Infrastructure/Maintenance Fund, and Post-Employment Benefit Fund and update the Reserve Policy of the Fiscal Management Policy accordingly.
 - * j. Finance/Purchasing & Building Committee recommendation re: Approve the Fee Waiver Policy as presented.
 - * k. Personnel Committee recommendation re: Increase Community Service Officer wages to \$12.50 per hour with a \$0.50 increase each year they return.
- 8. Mayoral appointments.
- 9. Consideration of: Award of Contract for Project 2003 – Street Crack Sealing Project.
- 10. Finance/Purchasing & Building Committee recommendation re: Approve the agreement between the City of Sturgeon Bay and Sturgeon Bay School District for the School Resource Officer position.
- 11. Resolution re: Delay Certain 2020 Capital Expenditures.
- 12. Resolution Extending Emergency Declaration.
- 13. Ratification of Resolution Waiving the Requirement for Combination Class B Beer & Liquor License Holders to Have 180 Days of Documented Liquor Sales in License Year for 2019-2020.
- 14. Finance/Purchasing & Building Committee recommendation re: Accept proposed easements for the American Transmission Company election transmission project and compensation in the amount of \$93,500.
- 15. Consideration of: Release of Utility Easement – Property South of Georgia Street.
- 16. City Administrator report.
- 17. Mayor's report
- 18. Convene in closed session in accordance with the following exemptions:
 - a. 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: Offer to Sell - Hill Crest Court Inc. Property.
 - b. Conferring with legal counsel for governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. Wis. Stats. 19.85(1)(g).

Consideration of: Settlement Agreement with Lewis Krueger and AAK Holdings.
- Move to reconvene in open session to take formal action upon preceding subject of closed session, if appropriate; or to conduct discussion or give further consideration where the subject is not appropriate for closed session consideration. The Council may adjourn in closed session.
- 19. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 5-15-20

Time: 12:00pm

By: Um

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

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

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

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

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

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

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

RESPECTFULLY,
 MAYOR DAVID J. WARD

ADOPTED: 05/21/19

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ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 05/19/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL FUND				
REVENUE				
19317	STONE HARBOR RESORT &	RFND SIDWLK CAFE FEE/STNE HRBR	01-000-000-44140	220.00
R0001600	RICK HEINEMAN	BRUSH COLLECT FEE RFND/HEINEMN	01-000-000-48120	25.00
R0001601	MARCIA HARMON	PARK RES FEE RFND/HARMON	01-000-000-46300	55.00
R0001601		PARK RES FEE RFND/HARMON	01-000-000-24214	2.75
R0001601		PARK RES FEE RFND/HARMON	01-000-000-24215	0.28
R0001601		PRK RESERVE FEE RNFD/KNEPEL	01-000-000-46310	77.00
R0001602	CAROL KNEPEL	PRK RESERVE FEE RNFD/KNEPEL	01-000-000-24214	3.85
R0001602		PRK RESERVE FEE RNFD/KNEPEL	01-000-000-24215	0.39
R0001602				
TOTAL REVENUE				384.27
BALLFIELD LIGHTING				
WPPI ENG	WPPI ENERGY	05/20 ATHLETIC LIGHT PROJECT	01-000-981-70000	1,365.39
TOTAL BALLFIELD LIGHTING				1,365.39
TOTAL GENERAL FUND				1,749.66
CITY COUNCIL				
03133	CELLCOM WISCONSIN RSA 10	04/20 3 ALDER CELL PHONES	01-105-000-58999	115.01
23830	WOLTER ENGRAVING	NAME PLATE/GUSTAFSON	01-105-000-54999	14.35
TOTAL				129.36
TOTAL CITY COUNCIL				129.36
LAW/LEGAL				
BUELOW	BUELOW, VETTER, BUIKEMA,	03/20 LABOR LAW	01-110-000-57900	1,790.00
BUELOW		04/20 LABOR LAW	01-110-000-57900	354.00
TOTAL				2,144.00
TOTAL LAW/LEGAL				2,144.00
CITY CLERK-TREASURER				
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	BINDER INDEX/POSTIT/CORRECT	01-115-000-51950	44.61
BUBRICKS		2 3IN BINDERS	01-115-000-51950	25.90
R0000394	SAFEGUARD BUSINESS SYSTEMS	2500 LASER CHECKS	01-115-000-51600	458.31
R0000394		SHIPPING	01-115-000-51600	35.21
TOTAL				564.03
TOTAL CITY CLERK-TREASURER				564.03
ADMINISTRATION				
19841	ROTARY CLUB OF STURGEON BAY	1ST/2ND QTR 2020 DUES	01-120-000-56000	380.00
TOTAL				380.00

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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 05/19/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
TOTAL ADMINISTRATION				380.00
COMPUTER				
03101	CDW GOVERNMENT, INC.	MUN SVC CASH REG THERMAL PRINT	01-125-000-55500	385.58
03101		2 IPADS/COVER/KEYBORDS	01-125-000-55550	1,280.00
04696	DOOR COUNTY TREASURER	04/20 IS INTERNET	01-125-000-55550	100.00
04696		04/20 2ND QTR SOFTWARE	01-125-000-55550	6,877.34
04696		04/20 1ST QTR ARCHIVE SOCIAL	01-125-000-55550	228.00
04696		04/20 TECH SUPPORT	01-125-000-55550	2,500.00
04696		04/20 2G INTERNET	01-125-000-55550	375.00
04696		04/20 1 ST QTR FIBER MAINTNCE	01-125-000-55550	195.72
04696		04/20 DELL WYSE 5070-HENRY	01-125-000-55550	115.00
TOTAL				12,056.64
TOTAL COMPUTER				12,056.64
CITY ASSESSOR				
04650	DOOR COUNTY REGISTER OF DEEDS	AVID REPORT	01-130-000-58999	45.00
ASSO APP	ASSOCIATES APPRAISAL	05.19.20 CONTRACT	01-130-000-55010	2,555.55
TOTAL				2,600.55
TOTAL CITY ASSESSOR				2,600.55
BUILDING/ZONING CODE ENFORCEMT				
DCI	DOOR COUNTY INSPECTIONS, LLC	04/20 PERMITS	01-140-000-55010	9,787.44
SAFEBUILD	SAFE BUILT	PLAN REVIEW SVC/45 E WALNUT	01-140-000-55010	255.00
TOTAL				10,042.44
TOTAL BUILDING/ZONING CODE ENFORCEMT				10,042.44
CITY HALL				
03159	SPECTRUM	04/20 FIRE CABLE SVC	01-160-000-58999	138.04
04575	DOOR COUNTY HARDWARE	BATTERIES	01-160-000-51850	23.58
04575		FASTENERS	01-160-000-51850	1.50
19880	STURGEON BAY UTILITIES	421 MICHIGAN STREET	01-160-000-56150	2,052.45
19880		421 MICHIGAN STREET	01-160-000-58650	366.27
VIKING	VIKING ELECTRIC SUPPLY, INC	2 FLOOD LIGHTS	01-160-000-55300	22.74
TOTAL				2,604.58
TOTAL CITY HALL				2,604.58

INSURANCE

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CITY OF STURGEON BAY
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 05/19/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
MCCLONE	MCCLONE AGENCY, INC	06/20 WORK COMP	01-165-000-58750	9,491.00
MCCLONE		06/20 GEN LIAB	01-165-000-56400	3,253.00
MCCLONE		06/20 POLICE LIAB	01-165-000-57150	1,350.00
MCCLONE		06/20 PUBLIC OFFICIAL	01-165-000-57400	1,235.00
MCCLONE		06/20 AUTO LIAB	01-165-000-55200	2,030.00
MCCLONE		06/20 AUTO PHY DAMAGE	01-165-000-55200	2,266.00
TOTAL				19,625.00
TOTAL INSURANCE				19,625.00
GENERAL EXPENDITURES				
04696	DOOR COUNTY TREASURER	04/20 CITY HALL PHONE SVC	01-199-000-58200	167.11
04696		04/20 FIRE PHONE SVC	01-199-000-58200	44.38
04696		04/20 MUNICIPAL PHON SVC	01-199-000-58200	30.86
04696		04/20 POLICE PHONE SVC	01-199-000-58200	85.42
08167	GANNETT WISCONSIN NEWSPAPERS	ORD 1373-0420 PUBLICATION	01-199-000-57450	81.05
TOTAL				408.82
TOTAL GENERAL EXPENDITURES				408.82
POLICE DEPARTMENT				
15890	PACK AND SHIP PLUS	SHIPPING/ UTAH	01-200-000-57250	10.76
US BANK	US BANK EQUIPMENT FINANCE	RICOH COPIER 3 OF 48	01-200-000-55650	205.50
US BANK		COLOR COPY OVERAGE	01-200-000-55650	47.54
TOTAL				263.80
TOTAL POLICE DEPARTMENT				263.80
PATROL BOAT				
PATROL BOAT				
02206	BAY MARINE	PATROL BOAT FUEL	01-205-000-51650	368.65
TOTAL PATROL BOAT				368.65
TOTAL PATROL BOAT				368.65
POLICE DEPARTMENT/PATROL				
04800	DRAEB JEWELERS, INC	WALL PLAQUE ENGRAVING	01-215-000-54999	48.50
19880	STURGEON BAY UTILITIES	SUNSET PRK BT LAUNCH	01-215-000-56150	11.01
19880		110 S NEENAH AVE CAMERA	01-215-000-56150	10.72
19880		724 SHORECREST CAMERA	01-215-000-56150	8.34
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	EXPLR MAINTENANCE/CAPTIN	01-215-000-58600	337.96
LUXEMBUR	LUXEMBURG-CASCO SCHOOL DISTRICT	FITNESS EQUIP-RACK/PLATES	01-215-000-57100	250.00
TOTAL				666.53

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
COVID-19				
COVID-19				
06460	FLS BANNER LTD	MASKS-COVID	01-215-401-52900	500.00
TOTAL COVID-19				500.00
TOTAL POLICE DEPARTMENT/PATROL				1,166.53
FIRE DEPARTMENT				
04575	DOOR COUNTY HARDWARE	CLOSET ROD	01-250-000-54999	17.99
04575		HDMI REPEATER/CABLE	01-250-000-54999	48.98
04575		CARTRIDGE	01-250-000-54999	32.99
04575		CLAMP/FASTENERS/COVER	01-250-000-54999	8.49
04575		CREDIT RETURN	01-250-000-54999	-3.19
04575		LED WRAP	01-250-000-54999	179.98
04575		ASSORTED SUPPLIES	01-250-000-54999	82.96
04575		SPRAYERS	01-250-000-54999	15.14
04575		PAINT	01-250-000-51405	52.99
19275	SHERWIN WILLIAMS			
19880	STURGEON BAY UTILITIES	92 E MAPLE STREET	01-250-000-56675	6.22
19880		MARTIN PARK BATHROOM	01-250-000-56675	6.22
19880		TRUCK FILL	01-250-000-56675	74.00
19880		MEM FLD WARMING HOUSE	01-250-000-56675	49.73
19880		CITY GARAGE	01-250-000-56675	49.73
19880		SUNSET CONSC CNTR	01-250-000-56675	49.73
19880		FRANK GRASSE MEM SHELTER	01-250-000-56675	15.54
19880		OTUMBA PARK	01-250-000-56675	6.22
19880		WEST SIDE WARMING HOUSE	01-250-000-56675	6.22
19880		WEST SIDE FIRE	01-250-000-56150	127.11
19880		WEST SIDE FIRE	01-250-000-58650	149.97
19880		38 S NEENAH PAVILLION	01-250-000-56675	6.22
19880		38 S NEENAH AVE RESTROOM	01-250-000-56675	31.08
19880		JAYCEES BALLFLD STAND	01-250-000-56675	15.54
19880		WEST SIDE BALLFLD	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	8.24
19880		QUINCY ST BALLFLD	01-250-000-56675	49.73
19880		212 W LOCUST CT LO	01-250-000-56675	6.22
19880		MADISON AVE SPRINKLER	01-250-000-56675	15.54
19880		10 PENNSYLVANIA ST DOCK	01-250-000-56675	15.54
19880		GREEN BAY RD SIREN	01-250-000-56150	15.74
19880		1ST AVE EAST SIDE DOCK	01-250-000-56675	6.22
19880		COVE RD/CANAL RD	01-250-000-56150	14.07
19880		1ST AVE MARINA/RESTROOM	01-250-000-56675	49.73
19880		KENTUCKY ST CITY PKG RAMP	01-250-000-56675	6.22
19880		KENTUCKY ST DOCK	01-250-000-56675	15.54
19880		48 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	15.31
19880		GARBAGE-STATION	01-250-000-54999	60.45
ADVANCED	ADVANCED DISPOSAL	STRUCTURE BOOTS	01-250-000-52900	290.00
PAULCONW	PAUL CONWAY SHIELDS	NEW STRUCTURE BOOTS	01-250-000-52950	190.50
PAULCONW		EMPLOYEE TEST	01-250-000-57100	25.20
PREVEA	PREVEA HEALTH WORKMED	HAND SOAP	01-250-000-54999	104.02
WARNER	WARNER-WEXEL WHOLESALE &			

CITY OF STURGEON BAY
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INVOICES DUE ON/BEFORE 05/19/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
TOTAL				2,084.89
COVID-19				
PAULCONW	PAUL CONWAY SHIELDS	PPE SURGICAL MASKS	01-250-401-52350	735.50
TOTAL COVID-19				735.50
TOTAL FIRE DEPARTMENT				2,820.39
STORM SEWERS				
10750	PREMIER CONCRETE INC	12 BAGS RECRETE @ 28.00	01-300-000-51150	336.00
TOTAL				336.00
TOTAL STORM SEWERS				336.00
COMPOST/SOLID WASTE SITE				
19880	STURGEON BAY UTILITIES	COMPOST SITE	01-320-000-56150	8.24
TOTAL				8.24
TOTAL COMPOST/SOLID WASTE SITE				8.24
STREET SWEEPING				
04575	DOOR COUNTY HARDWARE	VINYL TUBE	01-330-000-51400	0.98
TOTAL				0.98
TOTAL STREET SWEEPING				0.98
STREET MACHINERY				
04575	DOOR COUNTY HARDWARE	TORCH RECIP/BLADES	01-450-000-52700	19.98
04575		JIG BLADES	01-450-000-52700	5.18
04575		PAINT SUPPLIES	01-450-000-52150	11.97
04575		AIR HOSE	01-450-000-52150	24.99
04575		PVC FLEX/TUBE	01-450-000-53000	31.89
06012	FASTENAL COMPANY	KORKERS	01-450-000-53000	50.31
20725	T R COCHART TIRE CENTER	SVC CALL/FLAT/ORING	01-450-000-52850	110.00
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	TAIL LIGHT/2020 SILVERADO	01-450-000-53000	218.31
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	REMOVAL TOOL	01-450-000-52700	9.99
TRACTOR	TRACTOR SUPPLY CREDIT PLAN	LATCHES	01-450-000-52150	31.98
TOTAL				514.60
TOTAL STREET MACHINERY				514.60

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
CITY GARAGE				
01766	AURORA MEDICAL GROUP	CONSORTIUM SET UP	01-460-000-57100	60.00
01766		DOT ANNUAL CONSORT FEE	01-460-000-57100	90.00
19880	STURGEON BAY UTILITIES	SALT SHED	01-460-000-56150	14.46
19880		CITY GARAGE	01-460-000-56150	668.45
19880		CITY GARAGE	01-460-000-58650	89.20
23830	WOLTER ENGRAVING	PAYMNT/KEY DROP BOX SIGN	01-460-000-54999	15.80
AMERWELD	AMERICAN WELDING & GAS, INC	ARGON & CO BOTTLE REFILL	01-460-000-54999	68.77
AMERWELD		TANK RENTAL	01-460-000-54999	157.45
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	HAND SANITIZER	01-460-000-52350	390.00
TOTAL				1,554.13
TOTAL CITY GARAGE				1,554.13
CELEBRATION & ENTERTAINMENT				
R0000807	MARK THIEDE	2ND INSTALL 2020 CONCERTS	01-480-000-58999	9,666.67
TOTAL				9,666.67
TOTAL CELEBRATION & ENTERTAINMENT				9,666.67
HIGHWAYS - GENERAL				
19880	STURGEON BAY UTILITIES	808 S DULUTH AVE	01-499-000-58000	8.82
19880		1536 EGG HARBOR RD TRFFC LITE	01-499-000-58000	20.67
19880		1025 N 14TH/EGG HRBR TRFFC LIT	01-499-000-58000	23.92
19880		TRAFFC WARNING LIGHTS	01-499-000-58000	5.50
19880		MADISON AVE WS TRFFC LTS	01-499-000-58000	117.00
19880		342 ORNAMENTAL ST LIGHT	01-499-000-58000	4,449.42
19880		587 OVERHEAD ST LIGHTS	01-499-000-58000	6,675.61
19880		S LANSING & W WALNUT SIGN	01-499-000-58000	6.87
19880		1ST AVE EAST SIDE DOCK	01-499-000-58000	25.71
19880		OLD HWY RD SIGN	01-499-000-58000	8.24
TOTAL				11,341.76
TOTAL HIGHWAYS - GENERAL				11,341.76
PARK & RECREATION ADMIN				
17700	QUILL CORPORATION	OFFICE SUPPLIES	01-500-000-51950	32.27
STAPLES	WISCONSIN DOCUMENT IMAGING LLC	MAGENTA TONER	01-500-000-51250	204.46
TOTAL				236.73
TOTAL PARK & RECREATION ADMIN				236.73
PARKS AND PLAYGROUNDS				
03025	CAPTAIN COMMODOES INC	PORT A POTTI RENTAL./DOG PARK	01-510-000-58999	86.00
04545	DOOR COUNTY COOPERATIVE/NAPA	BATTERY	01-510-000-53000	103.95

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 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 05/19/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
04545		WEED SPRAY	01-510-000-54999	128.49
04575	DOOR COUNTY HARDWARE	BASKETBALL NET/MOPHEAD	01-510-000-51350	15.17
04575		TORCH RCIP BLD/SAWZAL BLADE	01-510-000-52700	29.98
04575		STAR SCREWS	01-510-000-51900	29.97
04575		KEYS	01-510-000-51850	4.78
04575		PLUMBING SUPPLIES	01-510-000-54999	112.10
04966	EAGLE MECHANICAL INC	2 VALVES	01-510-000-54999	88.84
06012	FASTENAL COMPANY	6 BOXES GLOVES	01-510-000-52350	97.46
19880	STURGEON BAY UTILITIES	MARTIN PARK PAVILLION	01-510-000-56150	10.72
19880		MARTIN PARK BATHROOM	01-510-000-58650	17.76
19880		MEM FLD WARMING HOUSE	01-510-000-56150	56.23
19880		MEM FLD WARMING HOUSE	01-510-000-58650	52.16
19880		GARLAND PARK	01-510-000-56150	6.22
19880		GARLAND PARK	01-510-000-58650	8.00
19880		GARLAND PARK	01-510-000-56150	8.24
19880		SUNSET CONSC CNTR	01-510-000-56150	159.88
19880		SUNSET CONSC CNTR	01-510-000-58650	52.16
19880		FRANK GRASSE MEM SHELTER	01-510-000-56150	11.58
19880		FRANK GRASSE MEM SHELTER	01-510-000-58650	24.28
19880		OTUMBA PARK	01-510-000-56150	10.34
19880		OTUMBA PARK	01-510-000-58650	18.52
19880		WEST SIDE WARMING HOUSE	01-510-000-56150	15.45
19880		WEST SIDE WARMING HOUSE	01-510-000-58650	8.00
19880		38 S NEENAH PAVILLION	01-510-000-56150	82.11
19880		JAYCEES BALLFLD STAND	01-510-000-56150	8.24
19880		JAYCEES BALLFLD STAND	01-510-000-58650	11.40
19880		MICHIGAN ST FLAG LIGHT	01-510-000-56150	24.87
19880		MEM FLD PKG LOT	01-510-000-56150	8.24
19880		WEST SIDE BALLFLD	01-510-000-58650	18.00
19880		MEM FLD COMPLEX	01-510-000-56150	248.95
19880		GIRLS LITTLE LEAGUE	01-510-000-58650	27.00
19880		OTUMBA PRK WALKWAY	01-510-000-56150	11.88
19880		QUINCY ST BALLFLD	01-510-000-58650	27.00
19880		N 3RD AVE FLORIDA/SUNSET PRK	01-510-000-56150	13.78
19880		SIGN SHED	01-510-000-56150	13.87
19880		SIGN SHED	01-510-000-58650	17.76
19880		CHERRY BLOSSOM PRK	01-510-000-56150	8.24
19880		CHERRY BLOSSOM PRK	01-510-000-58650	24.28
19880		TIRE REPLACEMENT	01-510-000-53000	924.00
20725	T R COCHART TIRE CENTER	BATTERIES	01-510-000-54999	110.20
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	SEASNL WORK BOOT REIM/LALUZRNE	01-510-000-56800	62.50
LALUZERN	STEVE LALUZERNE	WORK BOOT REIMB/MARK LARSON	01-510-000-56800	67.50
MARKLARS	MARK LARSON	TOWELS	01-510-000-51850	70.68
WARNER	WARNER-WEXEL WHOLESALE &	SPRAY BOTTLES	01-510-000-51850	26.16
WARNER		SPRAYERS	01-510-000-51850	26.16
WARNER		LRG TOILET PAPER	01-510-000-51850	350.28
WARNER		PAPER TOWEL	01-510-000-51850	185.52
WARNER		PAPER TOWEL	01-510-000-51850	92.76
WARNER		HAND SOAP	01-510-000-51850	52.95
WARNER		CLEANING SUPPLIES/GLOVES	01-510-000-51850	504.61
TOTAL				4,175.22
TOTAL PARKS AND PLAYGROUNDS				4,175.22

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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 05/19/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
BALLFIELDS				
BALLFIELDS				
20900	TRUGREEN LIMITED PARTNERSHIP	WEED TREATMENT/JAYCEE FLD	01-520-000-56500	119.72
20900		WEED TREATMENT/OPTIM & BAY FLD	01-520-000-56500	139.67
20900		WEED TREATMENT/ROTARY FLD	01-520-000-56500	90.89
20900		WEED TREATMENT/LIONS FLD	01-520-000-56500	90.89
20900		WEED TREATMENT/KIWANIS FLD	01-520-000-56500	90.89
20900		WEED TREATMENT/WS FLD	01-520-000-56500	96.43
TOTAL BALLFIELDS				628.49
TOTAL BALLFIELDS				628.49
MUNICIPAL DOCKS				
04575	DOOR COUNTY HARDWARE	FASTENERS/DOOR HOLD KICK DOWN	01-550-000-51850	44.26
04575		PAINT/DOOR HOLD KICK DOWN	01-550-000-51850	44.97
04575		ASSORTED SUPPLIES	01-550-000-51850	69.90
19880	STURGEON BAY UTILITIES	36 S NEENAH PKG LOT LTS	01-550-000-56150	15.45
19880		38 S NEENAH PAVILLION	01-550-000-58650	17.76
19880		38 S NEENAH AVE RESTROOM	01-550-000-56150	155.18
19880		38 S NEENAH AVE RESTROOM	01-550-000-58650	39.17
23830	WOLTER ENGRAVING	EMERGENCY PHONE SIGN	01-550-000-54999	47.55
23830		3 SIGNS/ FISH TABLE & WASHR	01-550-000-54999	135.30
TOTAL				569.54
TOTAL MUNICIPAL DOCKS				569.54
WATERFRONT PARKS & WALKWAYS				
04575	DOOR COUNTY HARDWARE	FASTENERS/EXTEND CORD	01-570-000-54999	8.57
04575		PVC COUPLE/FASTENERS/ELBOW	01-570-000-54999	25.77
04575		ELECTRICAL SUPPLIES	01-570-000-54999	34.57
19880	STURGEON BAY UTILITIES	DC MUSEUM WALKWAY	01-570-000-56150	9.00
19880		DC MUSEUM PRKING LOT	01-570-000-56150	98.63
19880		JUNIPER ST WALKWAY LTS	01-570-000-56150	49.94
19880		JUNIPER ST PARKING LOT	01-570-000-56150	41.98
19880		10 PENNSYLVANIAN ST DOCK	01-570-000-58650	11.40
19880		KENTUCKY ST WTRFRNT	01-570-000-56150	67.71
19880		1ST AVE MARINA/RESTROOM	01-570-000-56150	187.75
19880		1ST AVE MARINA/RESTROOM	01-570-000-58650	53.67
19880		KENTUCKY ST CITY PKG RAMP	01-570-000-56150	170.58
19880		KENTUCKY ST DOCK	01-570-000-58650	11.40
19880		48 KENTUCKY ST CITY MARINA	01-570-000-58650	27.99
TOTAL				798.96
TOTAL WATERFRONT PARKS & WALKWAYS				798.96
EMPLOYEE BENEFITS				
23674	WISCONSIN DEPT OF WORFORCE	04/20 UNEMPLOYMENT	01-600-000-50370	322.88
TOTAL				322.88

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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 05/19/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
TOTAL EMPLOYEE BENEFITS				322.88
COMMUNITY & ECONOMIC DEVLPMT				
15028	MARTY OLEJNICZAK	LODGE DEP CANCEL EXPENSE	01-900-000-55600	187.25
15028		TRIP INS PREM	01-900-000-55600	62.89
TOTAL				250.14
TOTAL COMMUNITY & ECONOMIC DEVLPMT				250.14
TOTAL GENERAL FUND				87,328.79
CAPITAL FUND				
PATROL				
PATROL				
NELSON	NELSON TACTICAL	VESTS/SWAT	10-215-000-59070	9,945.45
SPILLMAN	MOTOROLA SOLUTIONS	SPILLMAN FLEX SOFTWARE	10-215-000-59005	15,640.00
TOTAL PATROL				25,585.45
TOTAL PATROL				25,585.45
PARKS AND PLAYGROUNDS				
PARKS AND PLAYGROUNDS				
MALLIEN	MALLIEN MASONRY	OTUMBA SHLTR SIDING MAINT	10-510-000-59015	19,990.00
TOTAL PARKS AND PLAYGROUNDS				19,990.00
TOTAL PARKS AND PLAYGROUNDS				19,990.00
WATERFRONT PARKS & WALKWAYS				
04575	DOOR COUNTY HARDWARE	LEVELS	10-570-000-59075	24.73
TOTAL				24.73
TOTAL WATERFRONT PARKS & WALKWAYS				24.73
COMMUNITY & ECONOMIC DEVLPMT				
VANDEW	VANDEWALLE & ASSOCIATES, INC	SVC THRU 4.17.20	10-900-000-59999	9,217.50
TOTAL				9,217.50
TOTAL COMMUNITY & ECONOMIC DEVLPMT				9,217.50
TOTAL CAPITAL FUND				54,817.68

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CITY OF STURGEON BAY
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 05/19/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CABLE TV				
CABLE TV / GENERAL				
	CABLE TV / GENERAL			
03159	SPECTRUM	04/20 CB MUSIC SVC	21-000-000-58999	36.95
15890	PACK AND SHIP PLUS	SHIPPING/EQUIP REPAIR	21-000-000-54999	37.77
MANN	MANN COMMUNICATIONS, LLC	COUNCIL PREVIEW 01/20	21-000-000-55015	110.00
MANN		DVD DUBS LIBRARY	21-000-000-55015	45.00
MANN		COUNCIL PREVIEW 02/20	21-000-000-55015	110.00
MANN		DVD DUBS LIBRARY 02/20	21-000-000-55015	45.00
TOTAL CABLE TV / GENERAL				384.72
COVID19				
02975	CAMERA CORNER	AV PROGRAMING-ZOOM CHMBERS	21-000-401-59070	310.00
MANN	MANN COMMUNICATIONS, LLC	INSTALL ZOOM EQUIPMENT	21-000-401-55015	1,680.00
MANN		ADDL MTG/3.19.20 SPL COUNSEL	21-000-401-55015	90.00
MANN		ZOOM FINANCE MEETING 4/21/19	21-000-401-55015	90.00
MANN		ZOOM FINANCE MEETING 4/28.20	21-000-401-55015	90.00
MANN		FACEBOOK LIVE-COVID	21-000-401-55015	90.00
TOTAL COVID19				2,350.00
TOTAL CABLE TV / GENERAL				2,734.72
TOTAL CABLE TV				2,734.72
TID #4 DISTRICT				
TID #4 DISTRICT				
	TID #4 DISTRICT			
CEDARCO	CEDAR CORPORATION	FSTIVAL WTRFRNT SVC 4.18.20	28-340-000-58999	15,543.90
TOTAL TID #4 DISTRICT				15,543.90
TOTAL TID #4 DISTRICT				15,543.90
TOTAL TID #4 DISTRICT				15,543.90
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
	SOLID WASTE ENTERPRISE FUND			
04603	HALRON LUBRICANTS INC	USED WASTE OIL PICK UP 575 G	60-000-000-52050	86.25
20725	T R COCHART TIRE CENTER	RECAPS/CASINGS/DISPOSALS	60-000-000-52850	880.00
ADVAUTO	GENERAL PARTS DISTRIBTION LLC	GARBAGE TRUCK LIGHT	60-000-000-53000	16.64
TOTAL SOLID WASTE ENTERPRISE FUND				982.89
TOTAL SOLID WASTE ENTERPRISE FUND				982.89
TOTAL SOLID WASTE ENTERPRISE				982.89
TOTAL ALL FUNDS				161,407.98

MANUAL CHECKS

DELTA DENTAL	\$6,078.71
05/01/20	
Check # 86956	
05/20 Dental Insurance	
Various Departmental Accounts	
EFT GROUP INSURANCE	\$150,827.86
05/01/20	
Check # 86956	
05/20 Health Insurance	
Various Departmental Accounts	
AT&T MOBILITY	\$1,202.81
05/08/20	
Check # 87003	
04/20 Cellphone Statement Charges	
01-215-000-58250	
TOTAL MANUAL CHECKS	\$ 158,109.38

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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 05/19/2020

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

GENERAL FUND	87,328.79	245,438.17
CAPITAL FUND	54,817.68	
CABLE TV	2,734.72	
TID #4 DISTRICT	15,543.90	
SOLID WASTE ENTERPRISE	982.89	
	<hr/>	
TOTAL --- ALL FUNDS	161,407.98	319,517.36

[Signature] 5/12/2020

Helen Bacon
Seth Wiedemann
appeared per Zoom

COMMON COUNCIL
May 5, 2020

A 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, Gustafson, Nault, Wiederanders and Reeths were present. Ald. Williams, Gustafson, and Reeths and Mayor Ward appeared in person. Aids. Bacon, Hayes, Nault, and Wiederanders appeared virtually via Zoom.

Williams/Reeths to adopt agenda moving Item 7e to regular agenda. Carried.

No one spoke during public comment.

Bacon/Wiederanders to approve following bills: General Fund - \$64,204.98, Capital Fund - \$9,188.26, Cable TV - \$5,799.88, TID #4 - \$14,475.00, and Solid Waste Enterprise Fund - \$1,874.07 for a grand total of \$95,542.19. Roll call: All voted aye. Carried.

Bacon/Nault to approve consent agenda:

- a. Approval of 4/21/20 regular Common Council minutes.
- b. Place the following minutes on file:
 - (1) Sturgeon Bay Utilities Commission - 3/10/20
 - (2) Finance/Purchasing & Building Committee - 4/21/20
- c. Place the following reports on file:
 - (1) Police Department Report - February 2020
 - (2) Fire Department Report - February 2020
 - (3) Police Department Report - March 2020
 - (4) Fire Department Report - March 2020
 - (5) Inspection Department Report - March 2020
 - (6) Bank Reconciliation - March 2020
 - (7) Revenue & Expense Report - March 2020
- d. Consideration of: Approval of Class B Beer license for Aloha Classic, Inc.
- e. ~~Finance/Purchasing & Building Committee recommendation re: Write off 2018 delinquent personal property tax bills in the amount of \$1,940.52 and authorize City Attorney to pursue small claims court action against personal property tax account Stellar Fitness, DBA Anytime Fitness. Moved to regular agenda.~~

Carried.

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to write off the following 2018 delinquent personal property tax account bills in the amount of \$1,940.52 and to authorize the City Attorney to pursue small claims court action against personal property tax account #281-1118, Stellar Fitness DBA Anytime Fitness.

Tax Account:	Name	Proposed
Amount		Write Off
281-0290	Jeffrey Slavik, DDS	\$ 113.44
281-0924	Bon-Ton Younkers	\$ 1,732.20
281-1285	Lepack Jostsons, Inc DBA Dynamic Family	\$ 217.09
281-1483	Door County Social LLC	\$ 0.99
281-1499	Olfactorius of Door County, LLC	\$ 9.87
	TOTAL	\$1,940.52

Small Claims List

Tax Account:	Name	Delinquent Tax
281-1118	Stellar Fitness DBA Anytime Fitness	<u>\$280.05</u>
		\$280.05

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

Bacon/Williams to adopt. Carried.

There were no mayoral appointments.

Reeths/Gustafson to approve the seasonal temporary pier application for Memorial Drive Lot. A discussion took place regarding what appeared to be missing information on the application. It was noted that the application is outlined by ordinance. It was noted the application was for property located across from 1322 Memorial Drive. Carried with Hayes voting no.

Reeths/Gustafson to ratify the resolution waiving sidewalk café permit fees for 2020. Carried.

Williams/Reeths to ratify the resolution delaying payment of fee for Combination Class B Beer and Liquor license fees for the 2020-2021 license year. Carried.

Brian Anderson, WIPFLI CPA's and Consultants, presented the 2019 audit. Bacon/Gustafson to accept the 2019 audit. Carried.

Finance Director Clarizio presented a Financial Management Plan re: COVID19 impacts. The report included revenues that may/will be affected along with expenditures. It was noted that the economic impact and recovery was being reviewed and how possibly delaying spending will help fund operating losses due to COVID-19. Discussion took place regarding prioritizing the list of potential savings, what would happen to future capital plans, reasons to do this analysis now due to the timing of the money not being spent yet and that some operating expenditures will likely come in higher, whether projects that show an investment in the community should proceed, FEMA reimbursement, public participation in prioritizing, and reviewing this type of list quarterly. It was noted that this item would go back the Finance/Purchasing & Building Committee for their recommendation to the Common Council. No formal action was taken.

A discussion took place regarding the Emergency Declaration. Mayor Ward summarized what the EMT has done and how those actions have led to the Fiscal Management Plan represented. He noted that the City resolution declaring the emergency would expire on May 20, 2020. Each elected official gave their input on whether or not to extend the Emergency Declaration Resolution.

City Administrator VanLieshout gave his report.

Mayor Ward gave his report.

Wiederanders/Nault to adjourn. Roll call: All voted aye. Carried. The meeting adjourned at 8:52 p.m.

Respectfully submitted,



Stephanie L. Reinhardt
City Clerk/HR Director

PERSONNEL COMMITTEE

April 28, 2020

A meeting of the Personnel Committee was called to order by Chair Williams at 1:00 p.m. in the Council Chambers. Roll call: Members Williams and Gustafson were present. Bacon joined at 1:10 p.m.

Gustafson/Williams to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Consideration of: Increasing the hourly wage for Community Service Officer (CS) Unit.
4. Adjourn.

Carried.

Police Captain Brinkman summarized that increasing the hourly wage for the CSO would mirror the DPW seasonal wage adjustment. It was stated that the budget amount of \$27,000 would not change and duties of the CSO's were also reviewed. It was noted that all seasonal wages should be reviewed at budget time.

Gustafson/Williams to increase the Community Service Officer starting wage to \$12.50 per hour with a \$0.50 increase each year they return. Carried.

Bacon/Gustafson to adjourn. Carried. The meeting adjourned at 1:15 pm.

Respectfully submitted,



Stephanie L. Reinhardt
City Clerk/HR Director

FINANCE/PURCHASING & BUILDING COMMITTEE
April 28, 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. Alds. Bacon and Wiederanders appeared by Zoom and Ald. Williams appeared in person. Also present: Mayor Ward, Alderperson Gustafson, Alderperson Nault, City Administrator VanLieshout, 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: Fee Waiver Policy
5. Consideration of: Request from Door Tran to waive park shelter reservation fee.
6. Consideration of: Fiscal Management Policy Update-Reserve Policy.
7. Consideration of: Financial Management Plan re: COVID 19 Impacts.
8. Convene in closed session in accordance with the following exemptions:

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

- a. Consideration of: Offer to Sell-Hill Crest Court Inc. Property.

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

9. Review bills.
10. Adjourn.

Carried.

The following spoke during public comment on agenda items and other issues related to finance & purchasing: Gary Nault, 711 W. Hickory Street.

Consideration of: Fee Waiver Policy:

City Treasurer/Finance Director Clarizio explained this policy was created with consideration to what types fees have been waived in the past. The policy contains a restrictive list and includes the type of permits to waive and identifies the organizations for waiver. She stated the policy authorizes staff to waive fee if they fit the requirements of the policy. If not the request would come to the Finance Committee for consideration. The Committee briefly discussed the option of requiring deposits.

Moved by Alderperson Bacon, seconded by Alderperson Williams to recommend to Common Council to approve the fee waiver policy as presented. Carried.

Consideration of: Request from Door Tran to waive park shelter reservation fee:
Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to waive the park shelter reservation fee for Door Tran. Carried.

Consideration of: Fiscal Management Policy Update-Reserve Policy:
City Treasurer/Finance Director Clarizio stated that at the last Finance meeting the Committee requested that target balances be included for both the Building Maintenance and Fiber Infrastructure reserve funds. The target balance for the Building Maintenance is \$465,000 which is 2% of the building and shelters the City has insured. There is a \$75,000 line item in the budget for building maintenance and any unspent will apply to this fund. The Fiber Infrastructure has a target balance of \$75,000 any unspent dollars from this budget line item of \$12,000 would apply to this fund. Ms. Clarizio briefly highlighted each of the reserve accounts currently in the Fiscal Management policy and they are funded.

Moved by Alderperson Wiederanders, seconded by Alderperson Williams to recommend to Common Council to establish the Industrial Park Land Fund, Revaluation Fund, Building Maintenance Fund, Fiber Infrastructure/Maintenance Fund, and Post-Employment Benefit Fund as detailed and update the Reserve police of the Fiscal management Policy accordingly. Carried.

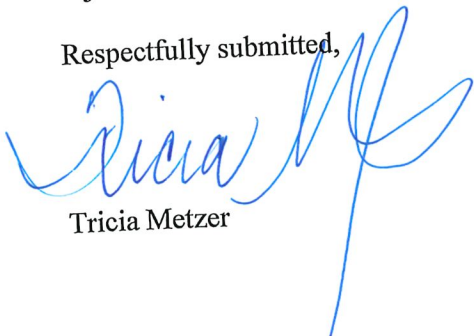
Consideration of: Financial Management Plan re: COVID 19 Impacts:
City Administrator Van Lieshout led the discussion on the financial impacts of COVID 19. He explained the City is affected thru revenue and expenses. Revenues project a deficit of almost \$100,000 and there were additional expenses incurred because of election supplies, election wages and police and fire overtime wages due to COVID 19. However, between the revenues and expenses the projection is a net surplus just over \$26,000. He stated there are opportunities for saving, by delaying the hiring of two staff positions, delaying capital projects and purchases. As summer progresses, he indicated that there could be impacts to the lodging tax revenues, other revenues and recreational spending causing the net savings to be less that projected. Mr. VanLieshout noted that we are not impacting city services or employment status and that the city is continuing to seek options to prevent this. Alderperson Williams commented that the City is in a good financial shape that if the COVID 19 situation worsens the City has options.

Review bills

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

After Alderperson Bacon announced the statutory basis, it was moved by Alderperson Bacon, seconded by Alderperson Williams to convene in closed session. Roll call: Alderpersons Bacon, Wiederanders and Williams voted aye. Carried. The meeting moved into closed session at 5:01 pm. The meeting adjourned in closed session at 5:19pm.

Respectfully submitted,



Tricia Metzger



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 April, 2020

Date: May 8, 2020

The following is a summary of the Police Department's activities for the month of April 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 40 crimes.

These crimes can be broken down and classified as follows.

Battery.....	01
Burglary.....	02
Disorderly Conduct.....	06
Possess Controlled Substance.....	07
Fraud / Forgery.....	04
Domestic Abuse.....	03
Theft.....	05
Criminal Damage to Property.....	02
Threats to Injure.....	04
ICAC.....	02
Death Investigation.....	04
TOTAL 40	

The above crimes resulted in the loss of \$18,584 to the community, of which \$60 has been recovered.

Arrests

The Department completed a total of 51 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	
Burglary.....	01
Possess Controlled Substance.....	01
Bail Jump.....	02
Vehicle Theft.....	01
Reckless Endanger Safety.....	01
Throw Bodily Fluids at Officer.....	01
Fraud.....	01
Theft.....	01
Stalking.....	01
	TOTAL 10
B. Misdemeanor Crime Arrests	
Disorderly Conduct.....	04
Unlawful use of Telephone.....	01
Bail Jump.....	02
Operate M/V without Consent.....	02
Possess Drug Paraphernalia.....	01
Possess Controlled Substance	02
Theft.....	09
Obstruct Officer.....	01
	TOTAL 22
Wisconsin Probation & Parole Arrests / Warrant Arrests	02
	TOTAL 02
C. Ordinance Violation Arrests	
Retail Theft.....	01
Storage of Junk/Debris Outside	01
Possess Drug Paraphernalia.....	01
	TOTAL 03
D. Traffic Crime Arrests	
Operate while Intoxicated 2 nd or More	01
Fail to Install Ignition Interlock Device.....	01
	TOTAL 02
E. Traffic Violation Arrests	
Operate Motor Vehicle w/o Insurance.....	02
Operate Motor Vehicle while Suspended/Revoked.....	02
Seatbelt Violations.....	01
Miscellaneous Violations.....	07
	TOTAL 12

In addition to the preceding arrests, the Department conducted a total of 15 traffic stops during the month and logged 02 violations for various motor vehicle defects and local ordinances and issued 01 written warnings for those violations. A total of 09 parking ticket were issued for parking violations throughout the city.

Traffic Accidents

The Department during the month investigated a total of 04 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	04
	(greater than \$1,000.00)	
D.	Motor Vehicle Accidents Involving Property Damage	00
	(less than \$1,000.00)	TOTAL 04

Police Service Calls

Department members handled 266 service calls during the month. These calls consist of both citizen requests for police service as described below (220), crimes investigated (40), traffic accidents investigated (04), and Wisconsin Probation and Parole Assists (02).

A.	Traffic and Road Incidents.....	40
	This category consists of all assignments involving assists to stranded motorists, directing traffic, complaints of noisy or otherwise disorderly vehicles, removing obstructions from roadways, and all parking problem complaints.	
B.	Noise Complaints.....	03
	These complaints involve private parties, licensed liquor establishments, and parties in public places.	
C.	Sick and Injured Persons.....	04
	Assistance rendered to the Ambulance Service and sick or injured persons.	
D.	Alarms.....	16
	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.....	13
	Investigations by officers of noisy animals, loose animals, animal bites, wild animals and sick, injured or dead animal complaints.	
F.	Civil Disputes.....	04
	Arguments between neighbors, landlords and tenants, and family members where no crimes have been committed.	
G.	Escorts.....	04
	Transporting citizens, money escorts for area financial institutions, funerals, and for area industry and farming.	

H. Citizen Assist25

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.....01

Includes assistance to other law enforcement and government agencies.

J. Suspicious Person / Vehicle / Circumstance14

Involves both citizen complaints and observations by officers on patrol who took investigative action in regard to the suspicious behavior of vehicles and people.

K. Self-Initiated Field Activity.....05

All initiated activity by the officer to include, but not limited to, routine security checks of area industries, businesses, city parks, residences, and compliance checks of local liquor establishments.

L. Juvenile Problems07

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 Incidents60

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 Checks24

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 220

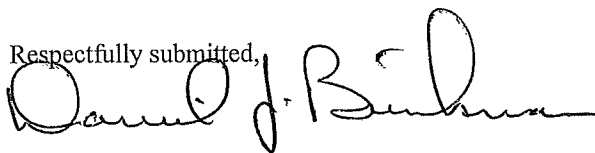
Department Training

Due to COVID-19, no department training took place.

NOTE

The month of April ended with COVID-19 still an issue. Officers conducted very few traffic stops and their interaction with the public remained very limited.

Respectfully submitted,



Captain Daniel J. Brinkman

CITY OF STURGEON BAY
INSPECTION DEPARTMENT

April 30, 2020

THE FOLLOWING IS THE MONTHLY SUMMARY OF THE ACTIVITIES OF THE INSPECTION DEPARTMENT FOR THE MONTH OF APRIL 2020

April-20	YEAR TO DATE		April-20	YEAR TO DATE
0	0	ONE FAMILY DWELLINGS	-----	-----
1	1	TWO FAMILY DWELLINGS	267,900	267,900
0	0	MULTIPLE FAMILY DWELLINGS	-----	-----
1	3	MANUFACTURED HOME	5,000	118,000
0	0	C.B.R.F.	-----	-----
0	0	RESIDENTIAL ADDITIONS	-----	-----
5	15	RESIDENTIAL ALTERATIONS	171,300	326,695
2	3	RESIDENTIAL GARAGES/CARPORTS	80,000	100,000
0	0	RESIDENTIAL GARAGE ADDITIONS & ALTERATIONS	-----	-----
1	2	RESIDENTIAL STORAGE BUILDINGS	3,550	7,150
0	0	RESIDENTIAL SWIMMING POOLS	-----	-----
0	0	NON-RESIDENTIAL SWIMMING POOLS	-----	-----
2	2	NEW COMMERCIAL BUILDINGS	411,000	411,000
0	1	NON-RESIDENTIAL ADDITIONS	-----	4,040,000
3	19	NON-RESIDENTIAL ALTERATIONS	404,500	885,832
0	0	MUNICIPAL BUILDINGS	-----	-----
0	0	WAREHOUSES	-----	-----
0	0	FACTORY & SHOP	-----	-----
0	0	COMMUNICATION TOWER	-----	-----
0	0	SUBSTATION	-----	-----
0	0	AGRICULTURAL BUILDINGS	-----	-----
15	46	TOTAL ESTIMATED COST OF CONSTRUCTION	\$1,343,250	\$6,156,577
April-20	YEAR TO DATE	TOTAL PERMITS ISSUED	April-20	YEAR TO DATE
15	46	BUILDING PERMITS	3,270	9,263
15	52	ELECTRICAL PERMITS	2,113	5,051
9	31	PLUMBING PERMITS	1,271	3,159
10	25	HEATING PERMITS	2,200	4,284
6	77	SIGN PERMITS	30	2,380
2	2	MISCELLANEOUS PERMITS	50	50
0	0	SUMP PUMP PERMITS	-----	-----
0	1	REINSPECTION FEE	-----	40
1	1	EARLY STARTS	100	100
2	3	EROSION CONTROL	250	325
0	0	STATE PLAN APPROVALS	-----	-----
0	2	PARK & PLAYGROUND PAYMENTS	600	600
1	3	WISCONSIN PERMIT SEALS	35	105
0	1	ZONING BOARD OF APPEALS APPLICATIONS	-----	300
0	0	ZONING CHANGES/P.U.D. APPLICATIONS	-----	-----
0	1	PLAN COMMISSION - CONDITIONAL USES	-----	300
0	1	CERTIFIED SURVEY MAP REVIEWS	-----	30
0	0	SUBDIVISION PLATTING REVIEW	-----	-----
0	0	MISCELLANEOUS REVENUE	-----	-----
0	0	(COPIES, POSTAGE, SALE OF MAPS, ETC.)	-----	-----
0	0	RESIDENTIAL BUILDINGS MOVED	-----	-----
0	0	NON-RESIDENTIAL BUILDINGS MOVED	-----	-----
1	1	CHANGE OF USE	277	277
0	0	RESIDENTIAL OCCUPANCY FEES	-----	-----
3	9	COMMERCIAL OCCUPANCY FEES	500	850
0	0	PIER PERMIT	-----	-----
0	0	DEMOLITION	-----	-----
3	11	PLAN REVIEW FEE	1,000	3,440
		ADMIN FEE	515	1,226
TOTAL RECEIPTS DEPOSITED WITH CITY TREASURER			\$12,211.00	\$31,780.00

Cheryl Nault
Building Inspection Dept.

BEVERAGE OPERATOR LICENSE:

1. Hensley, Jane L.
2. Judson, Janice M.
3. Lackie, Brian D.
4. Lackie, Donna S.
5. LeMieux, Natasha M.
6. Olson, Laura L.
7. Pfannenstiel, Michael J.
8. Robinson, Tracy A.
9. Williamson, Jacy A.

SIDEWALK CAFÉ PERMIT APPLICATION

Application for sidewalk café permit must include:

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

Name of applicant: Kenneth B. Glasheen

Establishment Name: Door County Fire Company

Address: 38 S Third Ave Sturgeon Bay

Phone/Email: 920-421-1654 kenglasheen@sbcglobal.net

☒ Written Request Submitted

☒ Cert of Insurance (additional insured) submitted

☒ Scaled Diagram submitted

☒ Hold Harmless Certificate submitted

☐ Fee Paid _____

Date Completed Application Submitted: _____

Community Development Approval: 5.1.20 [Signature]

Department of Public Works Approval: 5-18-20 [Signature]

Date of Common Council Approval: _____

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

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

SIDEWALK CAFÉ PERMIT APPLICATION

Application for sidewalk café permit must include:

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

Name of applicant: Nancy Bertz

Establishment Name: Stone Harbor Resort

Address: 107 W. 1st Avenue

Phone/Email: 920-746-0700 920-448-1986 direct

☒ Written Request Submitted ☒ Cert of Insurance (additional insured) submitted

☒ Scaled Diagram submitted ☒ Hold Harmless Certificate submitted

☒ Fee Paid 220.00

Date Completed Application Submitted: 3-12-20

Community Development Approval: 4-12-20 [Signature]

Department of Public Works Approval: 4-22-2020 [Signature]

Date of Common Council Approval: _____

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

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

the Miller

ART MUSEUM

March 10, 2020

BOARD OF DIRECTORS

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Curator

R. Michael Nitsch
Museum Assistant

TO: Sturgeon Bay Common Council
421 Michigan Street
Sturgeon Bay, WI 54235

FROM: Miller Art Museum

SUBJECT: Request to Serve Alcohol After Hours

Dear Mayor Ward and City of Sturgeon Bay Common Council Members,

What a pivotal year 2019 was for the Miller Art Museum! Building on the momentum of new curatorial leadership, an impressive and successful new fundraiser, and new programming in store, I write to you with much excitement about your art museum's future and recognize the steadfast ongoing support of community, which has enabled our organization to grow! The Miller Art Museum is Door County's year-round center for exhibition, education and creative enrichment in the visual arts and the Peninsula's *only* fine art museum, housing more than 1,300 works of art including the world's largest public collection of work by Gerhard CF Miller, the most influential artist Wisconsin's Door Peninsula has known. On a daily basis one can wander through our doors and find joy and inspiration in the work displayed. There is no better time, I am certain, to recognize and celebrate the contributions of cultural institutions like ours!

I write with enthusiasm, seeking your consideration and permission, to serve wine at the following evening opening receptions and special events scheduled for 2020:

Event Date and Time	Exhibition
Saturday, May 23, 5 – 6:30 PM	<i>The Mavericks: Colt, Kwint & Czebotar in the Permanent Collection & Factory Made</i>
Saturday, July 11, 5 – 6:30 PM	<i>Scandinavian American: National Geographic Photographer's Focus on Door County</i>
Saturday, August 29, 5 – 6:30 PM	<i>45th Juried Annual</i>
Friday, November 20, 5 – 7 PM	<i>Sturgeon Bay Art Crawl</i>

It is important to note that we would like to offer wine to patrons (at no charge) after the library is closed (Saturday's at 5 PM and Friday after 6 PM); we kindly request for this item to be placed on the next agenda for consideration.

Should you have any questions about this request, I would encourage you to contact me directly at (920) 746-0707 or egigstead@millerartmuseum.org; I would be happy to provide clarification as well as articulate the value of our institution.

With kindness and appreciation for your consideration,

Elizabeth Meissner-Gigstead
Executive Director

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

We, the Finance/Purchasing & Building Committee, hereby recommend to waive the park shelter reservation fee for Door Tran.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: April 28, 2020

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

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

4

Date Rental Fee Paid: _____
 Amount Received: _____
 Fee Posted on Computer: _____

4

2020

CITY OF STURGEON BAY PARKS & RECREATION DEPT.

835 N. 14th AVE., STURGEON BAY, WI 54235
 (920) 746-2912 7:00 a.m. to 3:30 p.m. weekdays

FACILITIES REQUEST USE FORM

No payment sent

Name of individual or group requesting use: Door- TranContact person (s): Kim GilsonAddress: 1009 Egg Harbor Road - Sturgeon Bay, WI 54235Contact Phone Number: 920-743-9999 Email: volunteer@door-tran.orgPark/Shelter: Otumba Sunset Sawyer Cherry Blossom Martin Bayview/GazeboDate: July 23- 2020 Time: 10-3
 Date & Time needed: (Please include any additional set-up and clean up time)Number of people using facility: ☒ Under 100 ☐ 101-200 ☐ Over 201

FEES PER DAY:

Group of 100 or less
 Group of 101-200
 Group of 201 or more

City Resident

\$ 58.03
 \$ 87.57
 \$174.08

Non-Resident

\$ 81.24
 \$ 99.17
 \$ 301.73

Checks payable to: City of Sturgeon Bay

Note: Any cancellations must be received at least 2 weeks before event. If a 2 week cancellation is not received the rental fee will not be returned.

PLEASE NOTE: IF ANY DAMAGES OCCUR AS A RESULT OF YOUR EVENT AT THE PARK PAVILION, YOU WILL BE BILLED FOR ANY LABOR AND MATERIALS USED FOR REPAIRS. kg (Please Initial)

Describe nature of event or Title of the event: non profit agency Door-Tran's annual Volunteer Picnic

Will you need the outside water spickets turned on? ☐ Yes ☒ No
 (The water fountain and bathroom water is already turned on)

Will alcohol be served? ☐ Yes ☒ No
 If **YES** ***A separate alcohol permit is required from City Hall - 421 Michigan St., 8:00 to 4:30 weekdays

Do you need to place a banner in the park during your event? ☐ Yes ☒ No

A banner is allowed in the park only for the day you have reserved the park.

Applicant Signature: Kim Gilson
 Date: 4-3-2020

April 3, 2020

City of Sturgeon Bay Parks & Recreation Dept.
835 N 14th Avenue
Sturgeon Bay WI 54235

City Council,

I am writing to request that you waive the park rental fee for Door-Tran's Volunteer Picnic again this year. We have held our picnic at the Cherry Blossom Park each July for the past six years and have enjoyed the location.

Cherry Blossom Park is the perfect venue for our picnic because of its accessibility and our volunteers truly enjoy it. The park is always clean and we are sure to leave it as clean as we found it.

Door-Tran is a non-profit agency that helps to fill in the gaps of the transportation system throughout the county. The volunteers at Door-Tran were very busy supporting our Door-County residents in 2019 providing 1388 rides to residents, driving over 47,000 miles, spread out over 1,165 hours of their time. These trips range from medical care, social service appointments, getting to work, purchasing groceries, attending classes, and even the occasional social event.

We truly appreciate your past support and generosity of the Door-Tran volunteers. Looking forward, we hope to work with you again this year for our 7th annual picnic.

Sincerely,



Kim Gilson
Volunteer Coordinator

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to establish the Industrial Park Land Fund, Revaluation Fund, Building Maintenance Fund, Fiber Infrastructure/Maintenance Fund, and Post-Employment Benefit Fund as detailed and update the Reserve Policy of the Fiscal Management Policy accordingly.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: April 28, 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: Fiscal Management Policy Update – Reserve Policy

BACKGROUND: Periodically the City updates sections of the Fiscal Management Policy. The last updates were in July of 2015 at which time there were changes made to the Debt Section. Upon review of the Reserve Policy section of the Fiscal Management Policy, staff determined this section needed some updates to coincide with current practices.

Attached you will find a red-lined version of the Reserve Policy. Staff is proposing to formalize two reserve funds that have been practice for quite some time, and add three new reserve funds which were recently identified as needed. Those funds are as follows:

Industrial Park Land Fund – This fund was established via recommendation in August of 2001. Utilization began in 2002, but it was never formalized in the Fiscal Management Policy.

Revaluation Fund – The City established this fund in 2001 via the budgetary process. Utilization began in 2002, but it was never formalized in the Fiscal Management Policy.

Building Maintenance Fund – As the City's buildings age, it has become evident that more maintenance dollars will be needed for upkeep. Therefore, staff is advising that any unspent budgetary building maintenance dollars be deposited annually into this fund to help fund future maintenance costs so that levy and tax rate are not increased drastically in any given year for building maintenance until an appropriate balance is achieved.

Fiber Infrastructure Fund – Though the recent fiber infrastructure that has been put in place shiny and new, there is the risk of damage to it, and if damaged, the City will need to be able to react quickly in both terms of fixing it and funding the fix. In order to be better prepared for such, staff is advising that any unspent budgetary fiber maintenance dollars be deposited annually into this fund to be used to fund future maintenance costs so that levy and tax rate are not increased drastically in any given year for fiber maintenance until an appropriate balance is achieved.

Post-Employment Benefit Fund – Establishing a post-employment benefit fund has been a topic of discussion on several occasions. With three long-time employee retirements occurring between 2019 and 2020, the topic surfaced again. With as tight as the annual personnel budgets are, staff is proposing to create an account to use to fund post-employment benefits (ex. Sick leave payouts, vacation payouts, etc.). The source of this fund could be any general fund unallocated fund balance above the required 25% of the general operating budget until such time the PEB Fund reaches a targeted balance of \$150,000.

SANITARY SEWER & WATER OUTLAY FUND

Construction & installation of sanitary sewer and watermain and related appurtenances. Dedicated revenue source to be proceeds from special assessments for which no long term debt is incurred.

STORM WATER MANAGEMENT FUND

Construction & installation of storm water management infrastructure including storm sewers and detention/retention areas. Dedicated revenue sources to be connection fees, impact fees and special assessment proceeds for which no long term debt is incurred.

PARKING LOT OUTLAY FUND

Acquisition, construction and maintenance of off-street parking areas. Dedicated revenue source to be revenue from parking penalties, impact fees and payment in lieu of parking fees.

SAFETY PROGRAM FUND

Purchase and acquisition of safety related equipment and related loss prevention training not of a general operating basis. Dedicated revenue source to be safety loss control grants and Workers Compensation dividends. This fund shall provide for approved expenditures as authorized by the Safety Committee within general purchasing guidelines.

SIDEWALK, CURB & GUTTER FUND

Construction & installation of sidewalk, curb & gutter. Not intended to be a maintenance account. Dedicated revenue source to be special assessment process for projects funded within the annual budget for which no long term debt is incurred.

REVALUATION FUND

Dedicated source of revenue shall be any unspent Revaluation Reserve budgetary dollars. This fund shall provide for budgeted and approved revaluation and market update expenditures.

POST EMPLOYMENT BENEFIT FUND

Dedicated revenue source shall be any general fund unallocated fund balance above the required 25% of the general operating budget until such time the PEB Fund reaches the targeted balance of \$150,000. This fund shall provide for post employee benefit expenses.

EMERGENCY MANAGEMENT FUND

Acquisition & replacement of emergency management infrastructure.

3. No appropriations or expenditures may be made from said accounts without City Council authorization.
4. Nothing contained in this resolution shall restrict the Council's ability to make appropriations from said accounts, transfer funds within accounts, or apply funds to ensure the City has adequate general fund operating reserves.

Excerpt from FISCAL MANAGEMENT POLICY

RESERVE POLICY

1. The city will maintain an unallocated fund balance to be used for unanticipated emergencies of at least 25% of the general operating budget (excluding capital outlay). These funds will be used to avoid cash flow interruptions, generate interest income, eliminate need for short-term borrowing, and assist in maintaining an investment-grade bond rating.
2. The following capital reserve accounts are to be established to be used for the purposes identified, and contain the associated dedicated revenue sources indicated:

PUBLIC BUILDING & FACILITY FUND

Public land acquisition & building development excluding park land.

BUILDING MAINTENANCE FUND

Dedicated revenue source to be any unspent Miscellaneous Capital Maintenance budgetary dollars. This fund shall provide for budgeted and approved expenditures related to building maintenance.

FIBER INFRASTRUCTURE/MAINTENANCE FUND

Dedicated revenue source to be any unspent Fiber Infrastructure Maintenance budgetary dollars. This fund shall provide for budgeted and approved expenditures related to fiber infrastructure and maintenance.

INDUSTRIAL PARK LAND FUND

Dedicated revenue source to be the sale of industrial park property. This fund shall provide for the purchase of industrial park property.

EQUIPMENT REPLACEMENT FUND

Significant capital equipment replacement & acquisition not to include items funded on an operating basis.

STREET OUTLAY FUND

Construction and installation of streets. Not intended to be a maintenance account. Dedicated revenue source to be special assessment process and impact fees for projects originally funded through street outlay fund reserves and for which no long term debt is incurred.

DOCKS & HARBOR OUTLAY FUND

Construction & improvement to municipal docks, harbor and related infrastructure of both a recreational and commercial nature. Dedicated revenue source to be 100% of dock pass revenue.

PARK & PLAYGROUND OUTLAY FUND

Acquisition and/or development of public park or recreational facilities identified in the 5 year Park & Recreation plan. Dedicated revenue source to be park and playground impact fees.

OPTIONS:

- 1) Establish the Industrial Park Land Fund, Revaluation Fund, Building Maintenance Fund, Fiber Infrastructure/Maintenance Fund, and Post-Employment Benefit Fund as detailed on the attached document and update the Reserve Policy of the Fiscal Management Policy accordingly.
- 2) Do not update the Reserve Policy section of the Fiscal Management Policy at this time.

RECOMMENDATION:

Recommend to the Common Council to establish the Industrial Park Land Fund, Revaluation Fund, Building Maintenance Fund, Fiber Infrastructure/Maintenance Fund, and Post-Employment Benefit Fund as detailed on the attached document and update the Reserve Policy of the Fiscal Management Policy accordingly.

PREPARED BY:

Valerie J. Clarizio
Valerie J. Clarizio
Finance Director/City Treasurer

3/24/20
Date

REVIEWED BY:

Joshua J. Van Lieshout
Joshua J. Van Lieshout
City Administrator

4/15/20
Date

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

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the fee waiver policy as presented.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: April 28, 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: Fee Waiver Policy

BACKGROUND: Every year the City receives requests from organizations to waive fees such as alcohol public consumption permit fees, park shelter reservation fees, sign and banner permit fees. These requests are reviewed on a case by case basis by the Finance/Purchasing and Building Committee who makes a recommendation to the Common Council. At the April 21, 2020 meeting of the Finance/Purchasing and Building Committee, the Committee reviewed a waiver request. The item was tabled and staff was directed to draft a policy to address these waiver requests.

Attached is a Fee Waiver Policy drafted by staff. The policy includes authorizing staff to grant requests that meet certain parameters. Per the policy, staff can only approve requests pertaining to the following fees:

APC – Alcohol Public Consumption Permit (\$28)

Park Shelter Reservation Fee

(Fee varies from \$55 to \$286) depending on number of people)

Sign Permit Fee (\$30)

Banner Permit Fee (\$30 for 7 days)

Additionally, staff can only approve requests from the following types of organizations:

Governmental entities

Coast Guard Functions - *The City of Sturgeon Bay is designated as a Coast Guard City*

Military not-for-profit organizations designated as a 501(c)(19) or 501(c)(23)

Not-for-profit designated as Charitable Organization 501(c)(3)

Not-for-profit designated as a Civic Organization 501(c)(4)

Any request for waivers of fees not listed above or requests from organizations not falling within the aforementioned parameters will be denied. However, if they chose to do so, the organization may petition the Finance/Purchasing and Building Committee to consider their request for waiver.

FISCAL IMPACT: The fiscal impact could be roughly \$1,500 if all qualifying organizations requested waivers.

OPTIONS: Approve the attached Fee Waiver Policy, revise the policy, or reject the proposed policy.

RECOMMENDATION: Recommend to the Common Council to approve the Fee Waiver Policy as presented.

PREPARED BY: Valerie J. Clarizio
Valerie J. Clarizio
Finance Director/City Treasurer

4/23/20
Date

REVIEWED BY: Josh VanLieshout
Josh VanLieshout
City Administrator

4/24/20
Date

Fee Waiver Policy

- 1) The Common Council of the City of Sturgeon Bay authorizes staff to waive the following permit fees for organizations that meet certain eligibility requirements.
- 2) Eligible fees for waiver:
 - APC – Alcohol Public Consumption Permit
 - Park Shelter Reservation Fee
 - Sign Permit Fee
 - Banner Permit Fee
- 3) Organizations eligible to request waivers:
 - Governmental entities
 - Coast Guard Functions - *The City of Sturgeon Bay is designated as a Coast Guard City*
 - Military not-for-profit organizations designated as a 501(c)(19) or 501(c)(23)
 - Not-for-profit designated as Charitable Organization 501(c)(3)
 - Not-for-profit designated as a Civic Organization 501(c)(4)
- 4) Organizations that hold events for which a fee is charged to raise funds, are not eligible for a waiver of any City fee for that specific event.
- 5) Any requests outside of these parameters should be directed to the Finance/Purchasing & Building Committee for consideration who will make recommendation to the Common Council.

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

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Personnel Committee, hereby recommend to increase starting wage for Community Service Officer to \$12.50 per hour with a \$0.50 increase each year they return.

Respectfully submitted,

PERSONNEL COMMITTEE
By: Dan Williams, Chr.

RESOLVED, that the foregoing recommendation be adopted.

Dated: April 28, 2020

* * * * *

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

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

EXECUTIVE SUMMARY

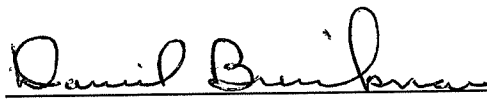
TITLE: Increase the hourly wage for the Community Service Officer (CSO) Unit

BACKGROUND: The Community Service Officer (CSO) unit last saw a wage increase in 2016. A CSO's current wage scale is \$11.50 per hour with a .50 increase per hour each year the CSO returned. CSO's on a daily basis interact with the public and investigate code violations, among other duties. Some of these interactions are not pleasant. At the April 21, 2020 Common Council meeting, the Council voted to increase the starting hourly wage for Municipal Services seasonal employees 18 years and older to \$12.50 per hour.

FISCAL IMPACT: FY2020 budgeted amount for the CSO program is \$27,000. The budgeted amount will not increase.

RECOMMENDATION: To increase the starting CSO hourly wage to \$12.50 per hour with a .50 increase each year they return.

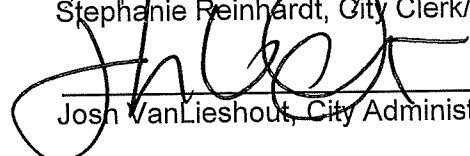
PREPARED BY:


Daniel Brinkman, Captain

REVIEWED BY:


Stephanie Reinhardt, City Clerk/Human Resources Director

APPROVED BY:


Josh VanLieshout, City Administrator

DATE:

April 23, 2020

MAYORAL APPOINTMENTS**5/19/20****CITY PLAN COMMISSION**

Dennis Statz, 3 year term (reappointment)

ZONING BOARD OF APPEALS

William Chaudoir, 3 year term (reappointment)

Nancy Schopf, 3 year term

Morgan Rusnak, Alt No. 1 (moving from Alt. No 2 to Alt. No. 1)

LOCAL ARTS BOARD

Claire Morkin, 3 year term

BICYCLE AND PEDESTRIAN ADVISORY BOARD

Kirsten Reeths, Chr. Parking & Traffic Committee

Chris Sullivan-Robinson, Planner/Zoning Admin, 3 year term (reappointment)

Rebecca Kerwin, 3 year term (reappointment)

CABLE COMMUNICATION SYSTEM ADVISORY COUNCIL

Bob Loss, 2 year term (reappointment)

James Goodwin, 2 year term

DOOR COUNTY TOURISM ZONE COMMISSION

Pam Seiler, 1 year term (reappointment)

Josh VanLieshout, 1 year term (reappointment)

ETHICS BOARD

Joan Wake, 3 year term (reappointment)

EXECUTIVE SUMMARY

DATE: May 12, 2020

TITLE: Award of Contract for Project 2003 – Street Crack Sealing Program

BACKGROUND: The last time that street crack sealing was completed within the City of Sturgeon Bay was the summer of 2017. At that point, within a 2-year period all of the roadways within the City of Sturgeon Bay that needed crack sealing were completed. After a 2 year break it is time to revisit roadways that were done in the past along with roadways that were not quite ready for crack sealing in 2016 and 2017. The bid that was prepared includes all of the roadways and municipal parking lots within the City of Sturgeon Bay that currently are in need crack sealing. Therefore, on May 12, 2020 the Engineering Department received bids for Project 2003 – Street Crack Sealing Program. This project will consist of routing, cleaning, and sealing cracks on 135 roadway and municipal parking lot stations throughout the City of Sturgeon Bay as summarized on the attached maps. In accordance with the City of Sturgeon Bay Purchasing & Property Accountability Policy specifications were prepared and competitive sealed bidding was used to obtain pricing. Three bids were received for the project and the overall results are summarized below:

\$87,821.46 – American Pavement Solutions, Inc.

\$102,552.50 – Fahrner Asphalt Sealers, LLC

\$190,662.00 – Thunder Road, LLC

After completing a review of the bids, it has been determined that the bid from American Pavement Solutions, Inc. is complete and would be the low bid.

FISCAL IMPACT: The 2020 Capital Roadway Improvements budget has enough money to complete this project.

RECOMMENDATION: Award the Contract for Project 2003 – Street Crack Sealing Program to American Pavement Solutions, Inc. with unit pricing amounts totaling an estimated cost of \$87,821.46.

SUBMITTED BY:



Chad Shefchik
City Engineer

5-12-2020

Date

REVIEWED BY:

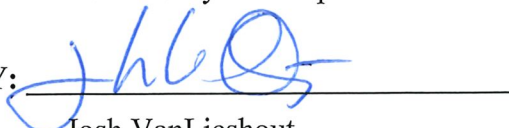


Marty Olejniczak
Community Develop. Director

5/12/2020

Date

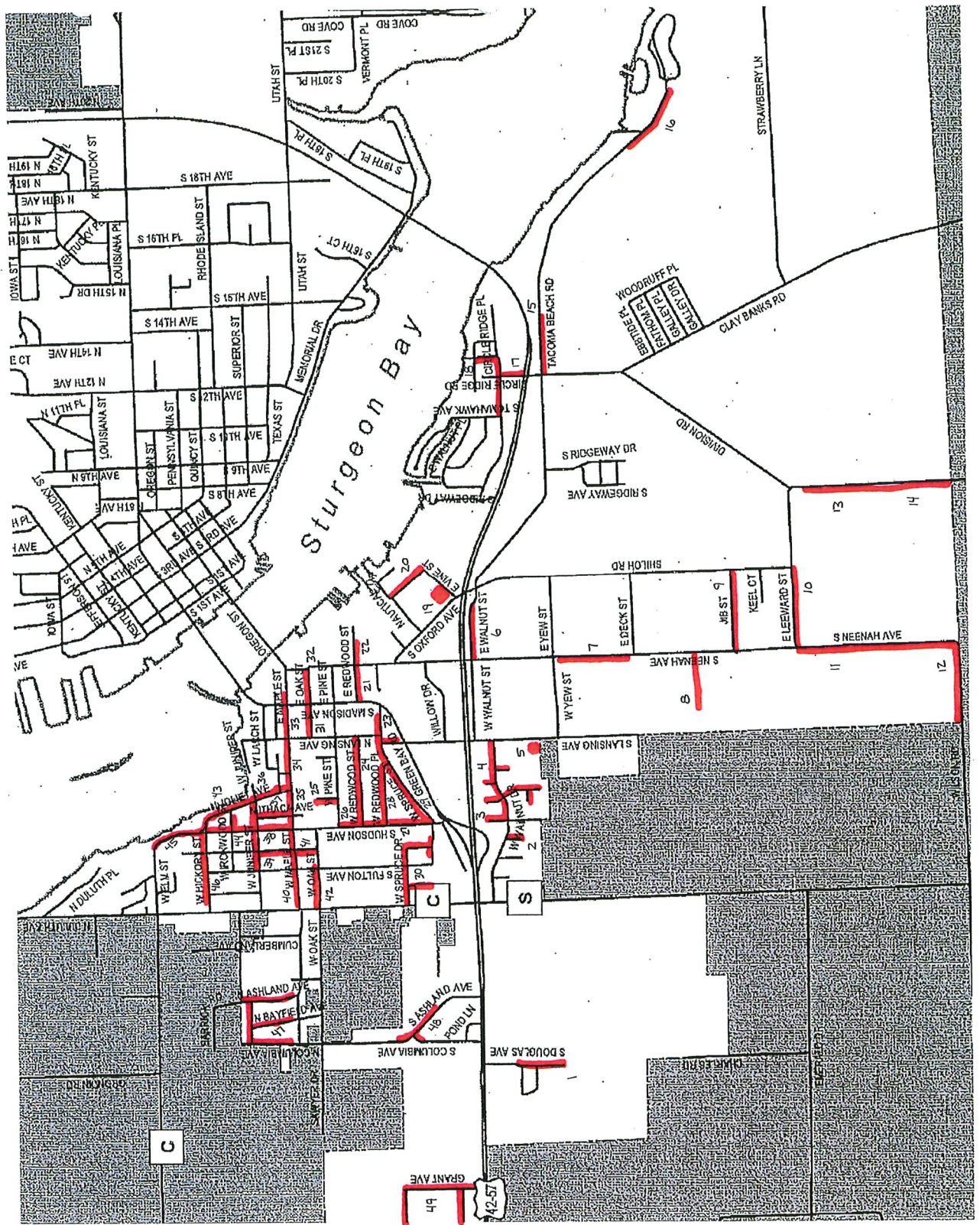
REVIEWED BY:



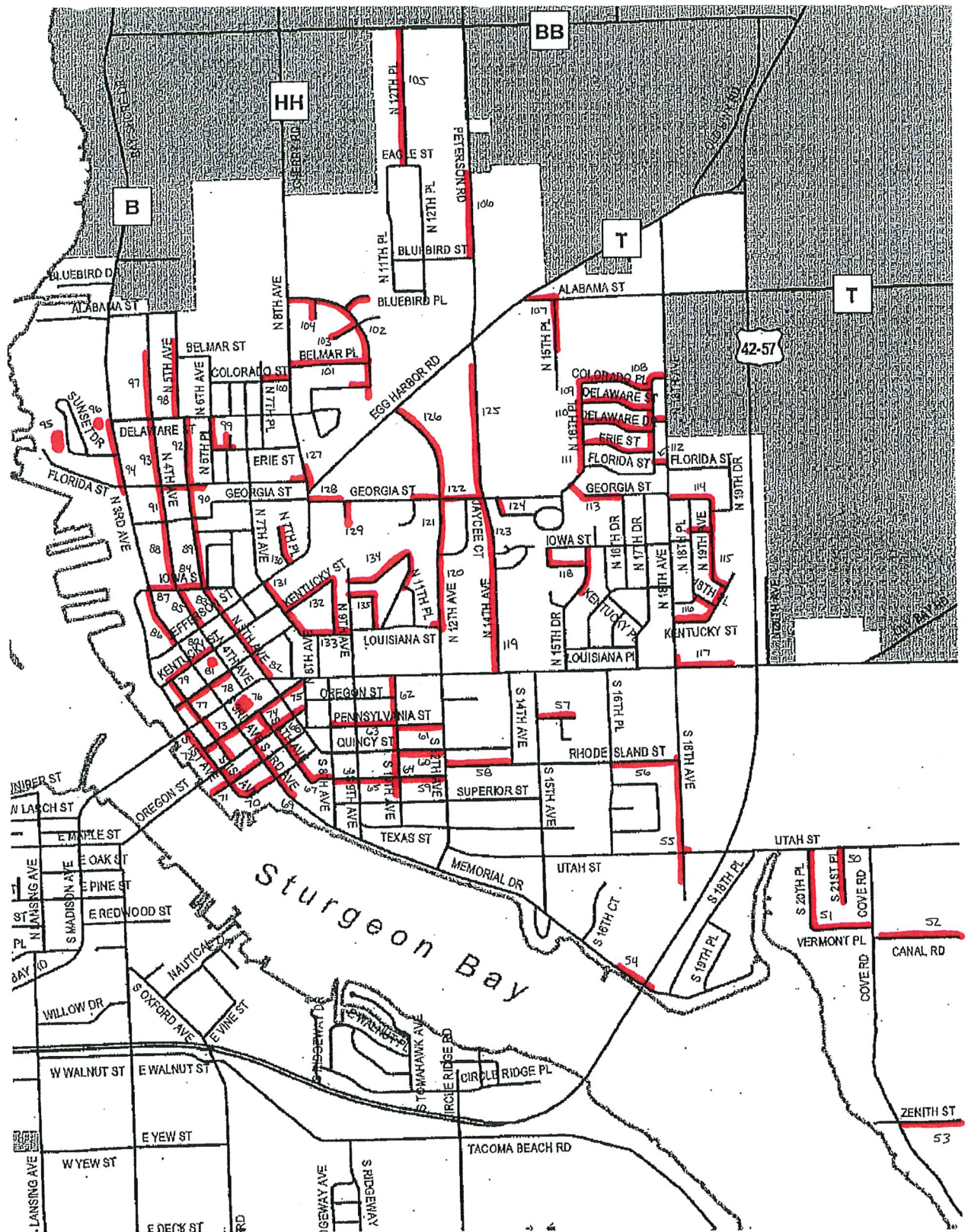
Josh VanLieshout
City Administrator

5/12/20

Date



WEST SIDE
1 TO # 49



EAST SIDE
50 TO # 135

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

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the agreement between the City of Sturgeon Bay and Sturgeon Bay School District for the School Resource Officer position.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: May 12, 2020

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

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

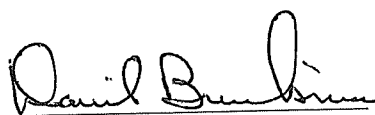
EXECUTIVE SUMMARY

TITLE: Agreement Between
City of Sturgeon Bay and School District of Sturgeon Bay.


BACKGROUND: The Sturgeon Bay School Resource Officer (SRO) position is vacant. Since the inception of the program in 2007, the SRO position consisted of a certified Sturgeon Bay Police Officer paid by the school district and supervised by the school district. This arrangement was the only arrangement of its kind in the state of Wisconsin. As years went by, this arrangement grew to be less desirable and more complicated. Because the SRO was a school district employee, there proved to be a disconnect with the SRO and the police department. The new arrangement would follow the traditional SRO / school district relationship whereby the SRO would be a full-time police officer supervised by the police department. During the traditional school months, the SRO would work in the schools and during the summer months this position would perform duties assigned by the Chief of Police or designee. This traditional relationship or something similar is used by many other law enforcement agencies and school districts in the state.


FISCAL IMPACT: Beginning in 2021, the school district will fund 75% of the officer's wage and benefit package and the city will fund the remaining 25%. The estimated package for 2021 is \$107,450.

RECOMMENDATION: Staff recommends approving the agreement between the city and Sturgeon Bay School District for the School Resource Officer position.

PREPARED BY:  05-05-2020
Daniel Brinkman
Captain of Police
Date

REVIEWED BY:  05-05-2020
Arleigh Porter
Chief of Police
Date

REVIEWED BY:  5/5/20
Valerio Clarizio
Finance Director / City Treasurer
Date

APPROVED BY:  5/5/20
Josh Vanlieshout
City Administrator
Date

Agreement Between City of Sturgeon Bay and Sturgeon Bay School District

Pursuant to Wis. Stat. § 66.0301, this agreement (the “Agreement”) is made by and between Sturgeon Bay School District (the “District”) and City of Sturgeon Bay (the “City”) (collectively, the “Parties”).

RECITALS:

WHEREAS, District is a duly authorized school corporation serving as the public-school district for the majority of the residents of the City with several public schools located in the City;

WHEREAS, City is a Wisconsin municipal corporation and operates a duly authorized law enforcement agency, the Sturgeon Bay Police Department (“PD”);

WHEREAS, District and City are authorized to enter into cooperative intergovernmental agreements for the mutual benefits of their citizens pursuant to Wis. Stat. § 66.0301;

WHEREAS, District benefits from having a school resource officer (“SRO”) in its schools to offer guidance in matters involving law enforcement;

WHEREAS, City benefits from having its police officers fulfill their law enforcement duties while present in District’s schools;

WHEREAS, the Parties believe that an SRO program will promote school safety; maintain a positive school climate for students, families, and staff; promote school participation and completion by students; and provide resources to students, families, and staff on law enforcement topics; and

WHEREAS, the Parties wish to formalize and clarify the partnership between District and the City to implement a School Resource Officer (SRO) program.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

I. Recitals.

The recitals set forth above are hereby incorporated into and made a part of this Agreement with the same force and effect as if the recitals were repeated fully, including all defined terms referenced therein.

II. Term of Agreement.

The term of this Agreement commences July 1, 2020 and terminates on June 30, 2024.

III. Provision of SRO.

- a. PD shall assign a sworn officer to act as an SRO assigned to the Sturgeon Bay High School. The Officer assigned as the SRO shall be selected in the PD's sole discretion consistent with the provisions of the applicable collective bargaining agreement however, the Chief of PD shall consider the comments, suggestions, and requests of District administration regarding such assignment and the officer's training and experience in relation to the duties of SROs. PD has the authority to rotate assignments and/or officers at any time.
- b. The Parties acknowledge that SROs are at all times City employees and shall be subject to the chain of command, direction, supervision, and control of PD. SROs shall be subject to all personnel policies and practices of the City, except as such policies or practices may be modified by the terms of this Agreement.
- c. The Parties acknowledge that SROs are at all times, including times during which they are assigned to District school campuses, law enforcement officers. Their duties as a law enforcement officer shall have priority over their SRO duties. SROs shall carry such PD equipment as deemed necessary by Chief of PD. As a sworn officer, the parties hereto acknowledge and agree the jurisdiction and responsibilities of any such officer acting as an SRO is not confined to the walls of individual District schools.

IV. SRO Duties.

- a. The SRO shall meet periodically with the district administrator (usually the assigned school's principal) or designee to discuss material interactions and information involving the SRO's work, including, but not limited to arrests and searches of students and their property.
- b. The SRO shall work with District staff to develop plans and strategies to prevent or minimize dangerous situations that might result in student unrest or unlawful activity.
- c. The SRO's primary responsibility is not to provide school security, but to address law violations, including criminal law issues, and engage in educational and outreach activities with community members to assist them in understanding student issues. Accordingly, the SRO shall be responsible for investigating violations of state statutes and municipal ordinances and will focus on the prevention of crime and ordinance violations in and around the grounds of the SRO's assigned school. The SRO shall not serve as a school disciplinarian, as an enforcer of school regulations, social worker, guidance counselor, or in place of school-based mental health providers. The SRO shall not be utilized for support staffing, such as hall monitor, substitute teacher, or cafeteria duty.
- d. The SRO shall interact daily with staff and students to assist staff and students to understand the role of the SRO and for the SRO to understand how s/he is perceived on campus.

- e. The SROs shall assist staff with District school-based emergency management planning and school safety drills for which they are qualified and approved by the PD SRO supervisor in accordance with the provisions of State of Wisconsin school safety legislation.
- f. The SRO shall act in the capacity of a sworn, on-duty police officer.
- g. The SRO shall provide a law enforcement presence in the school to which assigned.
- h. The SRO shall proactively monitor his/her assigned school for the purpose of enforcing state laws and City ordinances under his/her jurisdiction.
- i. The SRO shall as part of his/her duties serve as guest speaker for students and staff in law-related education ("LRE") and be a resource for students, staff, and parents in legal matters specific to his/her duties as law enforcement officers.
- j. At the request of District and with the PD Chief's approval, the SRO shall assist with community outreach, including to service groups, parents, community members, and other groups, and provide community-wide presentations that may include topics such as student issues in the community.
- k. At the request of District and with the PD Chief's approval, the SRO shall assist with any provide any of the foregoing duties at other schools within District.

V. District's Duties.

- a. District, at its sole cost, shall create or reserve a secure office space for the SRO at the high school to allow the SRO to engage in confidential communications; provide a place for a PD-approved carbine locker within the secure office space; and provide a desk, a school two-way radio or similar in-house communication device, a chair, a secure file cabinet, a usable landline telephone, and a desktop computer with access to the internet for the SRO's use within the secure office space.
- b. District shall be responsible for ensuring that the SRO is formally introduced to the school community at each school, including students, parents, and staff. The introduction shall include information about the SRO's background and experience, the SRO's role and responsibilities, what situations are appropriate for SRO involvement, how the SRO and District will address student and other misbehavior consistent with Section VI of this Agreement, and how the SRO and the school community can work together. The PD strongly recommends that the SRO be listed in the staff directory of the schools. District shall provide information on the SRO's responsibility to parents so that no misinterpretation of the SRO's presence on campus occurs; such notification shall occur annually through a newsletter, e-mail, website posting, or other mass medium of communication.

- c. District shall provide the current student handbook, and past and current student pictorial directories, such as the school yearbook to the SRO regarding the high school and where necessary to any school to which the officer is assigned to provide services.
- d. District shall notify and invite the SROs to attend regular staff meetings, assemblies, and other school assemblages.
- e. District shall invite the SROs to participate in educational and instructional activities, such as instruction on topics relevant to criminal justice and public safety issues. SROs may be used as guest speakers on District and PD-approved topics.
- f. District shall be responsible, through its principals at the schools, to investigate student code of conduct violations and disciplinary violations that do not rise to the level of a law or ordinance violation. SROs may advise school staff of observed school rule violations, but should not enforce them as it is the responsibility of District and staff to do so.
- g. District shall provide each SRO and the PD for all police cars a fob or universal swipe card to provide access to all school district facilities. District shall provide each SRO with any “master” keys for classroom or other room access at the schools. City agrees to establish and communicate to District the protocols that will be used to confirm swipe card inventories on an as needed basis. City, via the PD, agrees to provide 24-hour notice to District in the event that a swipe card is lost.
- h. District shall refer all law enforcement agencies requesting to conduct formal police interviews, interrogations, or arrests on District property to the SROs with the understanding that the SROs cannot restrict access or prevent an outside agency from conducting its own independent investigation(s).
- i. If a person, employed by District, required to report under Wis. Stat. § 48.981(2) has reasonable cause to suspect that a child seen by the person in the course of professional duties has been abused or neglected or who has reason to believe that a child seen by the person in the course of professional duties has been threatened with abuse or neglect and that abuse or neglect of the child will occur, the person shall immediately inform the SRO or the Sturgeon Bay Police Department. Notwithstanding the foregoing, failure to comply with Wis. Stat. § 48.981(2) shall not constitute a breach of this Agreement.

VI. Roles and Responsibilities of the SROs and School Administrators and Staff in Student Misbehavior.

- a. In instances of student misbehavior that do not require the violation of a law or a need for action to maintain safety or maintain order, the principal or his or her designee shall determine the appropriate disciplinary response. For any misbehavior that requires immediate intervention to maintain safety or any misbehavior that may constitute a violation of the law, SROs may act to deescalate the immediate situation, protect the

physical safety of members of the school community, and investigate law violations. To this end, school personnel may request the presence of an SRO in the interest of maintaining a safe educational environment.

- b. When an SRO or other PD employees have opened an investigation, school personnel shall not interfere with such investigation or act as agents of law enforcement. To protect their roles as educators, school personnel shall only assist in an investigation as witnesses or to otherwise share information consistent with this Agreement. Nothing in this paragraph shall preclude the principal or his or her designee from undertaking parallel disciplinary or administrative measures that do not interfere with a criminal investigation.

VII. Costs

- a. District shall pay the salary and benefits ("Amount") of the SRO during the period the officer is assigned to the District. The Amount shall include all wages (including overtime that is approved by the district administrator or designee, typically the high school principal), and all benefits provided in the labor agreement between the PD and the Sturgeon Bay Professional Police Association (Labor Agreement) (including but not limited to, FICA, Wisconsin Retirement contributions, health insurance, dental insurance, income continuation insurance, worker's compensation insurance, uniform allowance, and all work-related monthly cellular phone charges). The City will invoice the District at the beginning of the school year and the District will pay monthly in nine equal installments throughout the school year (September through May). At the end of the school year, the City will invoice the District for any wage and benefit cost changes that occurred throughout the school year and this payment will be due within 30 days of the date of the invoice.
- b. City shall pay for the costs of each SRO's training, standard law enforcement equipment (e.g. gun, handcuffs, flashlight, radio, patrol carbine secured in school, etc.), and the squad cars designated for SRO use.

VIII. Duty Hours.

- a. SRO duty hours, wages, and work schedules and conditions shall be determined by the provisions of the Labor Agreement the Parties intend that SROs' duty hours and work schedule include, but are not limited to, student-contact days scheduled by the school calendar and times that school is in session. The SROs shall report to roll call at the PD first and shall endeavor to be at the high school campus, or other assigned school when applicable, by 7:45 a.m. and remain on campus until 3:45 p.m. or a mutually agreed upon time.
- b. The Parties agree that time spent by SROs attending training, municipal court, juvenile court, circuit court, and attending to criminal cases arising from their duties as a police officer shall be considered hours worked under this Agreement and will be included in the Amount.

- c. If the SRO is absent from work, the PD will notify the school and will ensure police presence for the duration of the absence. If the SRO is unable to perform for an extended period, the City will provide another properly trained and selected SRO until the assigned SRO can return to work.
- d. In case of an emergency, major investigation, or unforeseen circumstances in the community, a PD supervisor may temporarily reassign SROs from the school to perform investigative, patrol, or other assigned duties; however, the SROs will be returned to the school as soon as possible. If the school closes due to inclement weather conditions or other unforeseen circumstances, the City has no obligation to assign an SRO to a school.

IX. Uniforms and Identification.

- a. SROs will wear PD uniforms or apparel, as approved by the Chief of PD, with appropriate logos and name badges.
- b. SROs will wear their department-issued duty weapons and equipment in accordance with PD policy.
- c. SROs will use assigned squad cars during their on-duty time on campus.

X. Transporting Students.

SROs shall not transport students in PD vehicles except when the students are victims of crime or are under arrest or when some law enforcement consideration requires such transportation.

XI. Appointment of Agent.

District policy allows for the searching of lockers, students, and their backpacks, personal effects, vehicles, and containers by District officials. The District designates the SRO as an agent of the District granting the SRO such authority, without relinquishment of its own authority in this respect. As the agents of District, SROs shall document any such searches to the extent required by District's Board of Education policies.

XII. Indemnification.

- a. District shall indemnify and hold harmless the City and its elected and appointed officials, officers, employees, authorized representatives, and authorized volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence,

whether active or passive, of District or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement. District's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City, its elected and appointed officials, officers, employees or authorized representatives, or authorized volunteers, unless arising out of a complaint or claim that an SRO failed to provide security for District or its occupants, or a complaint or claim based solely on the SRO acting as District's agent pursuant to Section XI of this Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.

- b. District shall indemnify, defend, and hold harmless the City and its elected and appointed officials, officers, employees, authorized representatives, and authorized volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature arising out of a complaint or claim that an SRO failed to provide security for District or its occupants, or a complaint or claim based solely on the SRO acting as District's agent pursuant to Section XI of this Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.
- c. City shall indemnify and hold harmless District and its elected and appointed officials, officers, employees, authorized representatives, and authorized volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of City or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement. City's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of District, its elected and appointed officials, officers, employees or authorized representatives, or authorized volunteers, or any complaint or claim as described in Section XII b of this Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.
- d. The obligation to indemnify shall not be restricted to insurance proceeds, if any received.
- e. Nothing contained within this Agreement is intended to be a waiver or estoppel of the Parties or their respective insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin Statutes Sections 893.80 and 345.05. To the extent that indemnification is available and enforceable, neither Party nor their respective insurer shall be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability for claims established by applicable Wisconsin law.

XIII. Information Sharing Between SROs, School Administrators and Staff, and Other Stakeholders.

The Parties acknowledge the benefit of appropriate information sharing for improving the health and safety of students, but also the importance of limits on the sharing of certain types of student information by school personnel. The Parties also acknowledge that there is a distinction between student information shared for law enforcement purposes and student information shared to support students and connect them with necessary mental health, community-based, and related services.

a. Points of Contact for Sharing Student Information.

To facilitate prompt and clear communications, the Parties acknowledge that the principal or designee of the high school and the SRO are the primary points of contact for sharing student information in accordance with this Agreement. The Parties also acknowledge that, in some instances, other school officials or PD employees may serve as key points of contact for sharing information. Such school officials and PD employees are identified below:

- The PD SRO supervisor
- The PD on duty supervisor
- District school safety officers
- School Principal or designee of a school the SRO is temporarily assigned to
- District Superintendent

Such PD employees are considered a part of District's "Law Enforcement Unit" as defined in the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g).

b. Compliance with FERPA and Other Confidentiality Requirements.

At all times, school officials must comply with FERPA. This federal statute permits disclosures of personally identifiable information about students contained in educational records ("Student PII"), without consent, only under specific circumstances.

When a school district "has outsourced institutional services or functions" to an SRO consistent with 34 C.F.R. § 99.31(a)(1)(i)(B) of FERPA, an SRO qualifies as a "school official" who can access, without consent, Student PII contained in education records about which the SRO has a "legitimate educational interest." Pursuant to FERPA and Wisconsin law, District designates the SROs as "school officials."

Consistent with Wis. Stat. § 118.125(2)(p), 34 C.F.R. §§ 99.31(10) and 99.36 of FERPA, an SRO may gain access, without consent, to Student PII contained in

education records “in connection with an emergency if knowledge of the [Student PII] is necessary to protect the health or safety of the student or other individuals.” District agrees to provide the SROs access to Student PII in an emergency if knowledge of Student PII is necessary to protect the health or safety of a student or any other individual. This access shall include remote access to District’s video surveillance system.

FERPA does not apply to communications or conversations about what school staff have observed or to information derived from sources other than education records.

FERPA also does not apply to “directory” information, as defined in 20 U.S.C. § 1232g(a)(5)(A), such as student names, addresses, telephone numbers, dates and places of birth, participation in officially recognized activities and sports, weights and heights of members of athletic teams, degrees and awards received, dates of attendance, and the most recent previous educational agency or institution attended by students if a school has given public notice to parents of students in attendance and eligible students in attendance at the school, consistent with 34 C.F.R. § 99.37.

In addition to FERPA, the Parties agree to comply with all other state and federal laws and regulations regarding confidentiality, including the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and state student record regulations at Wis. Stat. § 118.125(2)(d) and (2)(n)(2). The Parties agree to collect only that student information necessary and relevant to fulfilling their respective roles, to share such information with each other only where required or allowed under this Agreement, and not to share such information beyond the sharing contemplated in this Agreement unless required to be shared by state or federal law or court order.

c. Information Sharing by School Personnel.

Where the principal or his or her designee learns of misconduct by a student for which a law enforcement response may be appropriate, he or she should inform the SRO. If a teacher has information related to such misconduct, he or she may communicate this information directly to the SRO, but should also communicate such information to the principal or designee. The Parties agree that the sharing of such information shall not and should not necessarily require a law enforcement response on the part of the SRO, but shall instead prompt a careful consideration of whether the misconduct is best addressed by law enforcement action, a school disciplinary response, or some combination of the two.

Notwithstanding the foregoing, if student information is obtained solely during a communication with school staff deemed privileged or confidential due to the staff member’s professional licensure, such communication shall only be disclosed with proper consent or if the communication is subject to the limits and exceptions to confidentiality and is required to be disclosed (e.g., mandatory reporting pursuant to Wis. Stat. § 49.981(2), immediate threats of harm to self or others).

The Parties acknowledge that there may be circumstances in which parents consent to the disclosure of student information for law enforcement purposes and that the sharing of information under such circumstances does not violate this Agreement.

The Parties also acknowledge that, from time to time, an emergency situation may arise that poses a real, substantial, and immediate threat to human safety or to property with the risk of substantial damage. School personnel having knowledge of any such emergency situation should immediately notify or cause to be notified both the PD and the SRO, if on duty, to facilitate a response and the principal or his or her designee.

Nothing in this section or this Agreement shall prevent the principal or his or her designee from reporting possible criminal or ordinance violations by a person who is not a student.

District employees or agents shall not offer legal advice to the student and/or parents when involved in an interview or arrest/apprehension. "Legal advice" shall not include handouts, brochures, or other mediums of communication that are provided to the general student population by District.

SROs shall, in accordance with Wis. Stat. § 48.19(2), notify parents when a child, as defined in Wis. Stat. § 48.02(2), is taken into custody by the PD. Students seventeen (17) years of age are considered adults under the provisions of Wis. Stat. § 48.02(1d), and no notification is required in these circumstances. District should work with the SROs to determine when any school-mandated notification needs to be made with school policy.

d. Information Sharing by the SRO.

Subject to applicable statutes and regulations governing confidentiality, the SROs shall inform the principal or his or her designee of any arrest of a student or the issuance of a citation, criminal, or delinquency complaint against a student.

The PD shall provide such information whether the activity takes place in or out of school. When an SRO observes or learns of student misconduct in school for which a law enforcement response is appropriate, the SRO shall convey to the principal or his or her designee as soon as reasonably possible the fact of that misconduct and the nature of the intended law enforcement response, and when an SRO observes or learns of student misconduct that does not merit a law enforcement response, but that appears to violate school rules, the SRO shall report the misconduct whenever such reporting would be required for school personnel.

Pursuant to Wis. Stat. §§ 938.396 the SRO may share information regarding a student's use, possession, or distribution of alcohol/controlled substance; illegal possession of a dangerous weapon; violation of state or federal law; or an act for which the student was adjudged delinquent. Pursuant to Wis. Stat. 118.127 any such records will be confidentially maintained by District.

e. Information Sharing by Parents or Guardians.

The Parties acknowledge that the SROs may benefit from knowledge of accommodations or approaches that are required for students with mental health, behavioral, or emotional concerns who have an individualized education program ("IEP") under the Individuals with Disabilities Education Act or a plan under Section 504 of the Rehabilitation Act ("504 Plan"). School personnel shall notify parents or guardians of such students of the opportunity to offer the SROs access to the portions of the IEP document or 504 Plan that address these accommodations or approaches. It is within the sole discretion of the parents or guardians to decide whether to permit the SROs to review such documents. If a parent or guardian provides such permission, the SROs shall make reasonable efforts to review the documents. Whenever possible, the school shall make available a staff member who can assist the SROs in understanding such documents.

XIV. Termination.

- a. Either Party may terminate this Agreement, prior to its expiration, with or without cause, by written notice delivered to the other party no later than sixty (60) days prior to June 30, with the termination date to be effective as of June 30. Notice of termination shall be in writing and delivered to the non-terminating Party as set forth in Section XV of this Agreement. In the event of termination, District shall pay City in full for any services performed to the effective termination date.
- b. If either Party fails to fulfill in a timely and proper manner its obligations under this Agreement or if either Party violates any of the covenants, agreements, or stipulations of the Agreement, each Party shall have the right to terminate this Agreement by giving written notice to the other Party of such termination, as set forth in Section XV of this Agreement, and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. District shall pay City for any services performed to the date of termination.

XV. Notices.

All written notices and correspondence under this Agreement shall be delivered in person or by certified mail, postage prepaid, return receipt requested, as follows:

City:

Sturgeon Bay Police Chief
Sturgeon Bay Police Department
421 Michigan St.
Sturgeon Bay, WI 54235

With a copy to:

Office of the Mayor
Sturgeon Bay City Hall

421 Michigan St.
Sturgeon Bay, WI 54235

District:
District Superintendent
Sturgeon Bay School District
1230 Michigan Street
Sturgeon Bay, WI 54235

XVI. Entire Agreement.

The full agreement of the Parties is expressed herein and no verbal or written understandings or agreements shall alter, change or modify the terms of this Agreement unless in writing and signed by both parties as an amendment to this Agreement.

XVII. Severability.

If any of the terms of this Agreement, except for consideration, are determined by a court of competent jurisdiction to be invalid or inoperative, all remaining terms shall remain in full force and effect.

XVIII. No Third-Party Beneficiaries.

This Agreement is entered into solely for the benefit of the parties, and no benefits or rights are intended or created by this Agreement for the benefit of any third party.

XIX. Interpretation.

Unless the context requires otherwise, all words used in this Agreement in the singular number shall extend to and include the plural, all words in the plural number shall extend to and include the singular, and all words in any gender shall extend to and include all genders.

XX. Construction.

Each Party and its counsel have had the opportunity to review and revise this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

XXI. Successors and Assigns.

The City and District each bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of the other party with respect to all covenants of this Agreement.

XXII. Titles.

The headings or titles of sections of this Agreement are used for convenience and ease of reference and are not intended to limit the scope or intent of the sections.

XXIII. Authorization.

This Agreement will be in effect upon approval of the Common Council and the Sturgeon Bay School District Board of Education.

IN WITNESS WHEREOF, the parties hereto have herein executed this Agreement on the dates below given.

(Signature pages to follow.)

CITY OF STURGEON BAY:

By: _____
David A Ward, Mayor

Date: _____

By: _____
Stephanie Reinhardt, City Clerk

Date: _____

STURGEON BAY SCHOOL DISTRICT:

By: _____
Teri Hooker President

Date: _____

By: _____
Tina Jennerjohn Clerk

Date: _____

RESOLUTION

RESOLUTION DELAY CERTAIN 2020 CAPITAL EXPENDITURES

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

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

WHEREAS, the public health emergency caused by COVID-19 and the response to the calamity has caused certain extra expenditures and loss of revenue; and

WHEREAS, the at the time of this action, the estimated loss of revenue is projected to be \$96,327.64; and

WHEREAS, it is in the best interest of the public and City of Sturgeon Bay to delay the expenditure of certain capital projects to mitigate negative financial impacts to the City and realize an expense savings through an estimated reduction in debt service of \$72,200; and

WHEREAS, a debt service savings of \$26,600 has already been realized through favorable savings through the purchase and bidding process; and

WHEREAS, by realizing the current estimated debt service savings of 26,600 along with additional debt service savings of \$72,200 by delaying certain capital projects, a total \$98,800 can be saved without reducing or eliminating services;

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Sturgeon Bay staff is directed to delay the expense and implementation of the capital projects described below:

East Side Fire Station Floor Refinish	\$ 40,000
Little Lake Improvements (Net of Shore Improvements)	\$ 350,000
Skate Park Lighting	\$ 70,000
Install Shade Structure at Bark Park	\$ 8,000
Construct Adult Softball Field	\$ 275,000
Timber Bumpers at Stone Harbor Dock Wall	\$ 18,000
Miscellaneous Contingency	\$ 15,000
Crack Filling	\$ 30,000
Alleys	\$ 18,700

Fence Material	\$ 5,000
Total	\$ 829,700

BE IT FURTHER RESOLVED, staff is to complete the expense and implementation of the capital projects shown below:

Safety & Service Building Improvements	\$ 100,000
Shore Improvements	\$ 650,000
Parking Lots	\$ 10,000
Pickleball Courts	\$ 40,000
Miscellaneous Technology	\$ 4,454.01
Miscellaneous Capital/Maintenance	\$ 72,809.08
Sidewalk Removal &	
Install and landscaping at Stone Harbor	\$ 10,000
Total	\$887,263.09

Approved this _____ day of _____, 20.

Attest: _____
Stephanie Reinhardt, Clerk / Human Resources Director

EXECUTIVE SUMMARY

TITLE: Financial Management Plan re: COVID-19 Impacts

BACKGROUND: With the Governor's SAFER AT HOME order in effect, and the provisions the City has made to keep people safe, there have been direct impacts to some of the City's budgeted revenues and expenditures.

The City's Emergency Management Team (EMT) has been meeting regularly and part of the focus of the meetings has been on economic impacts of the COVID-19 pandemic and economic recovery.

As you are aware from the Finance/Purchasing and Building Committee meeting held on April 29, 2020 and the Council meeting held on May 5, 2020, the EMT and staff have been analyzing the revenues and expenses impacted by the pandemic. This exercise was completed for both the operating budget and capital budget. It is clear the City will not reach some of its revenue targets and some expenditure lines will exceed the budgeted amount.

From this exercise came a list of capital items that was presented to you for your review at the aforementioned meetings. The list is attached again for your consideration in terms of whether or not the Council would like to delay some capital projects and purchases to mitigate current negative financial impacts to the 2020 budget. The EMT and staff discussed the comments offered by the Council at the May 5th meeting and considered them as they reviewed the list again. As a result, they've offered a recommendation for the Finance/Purchasing and Building Committee to consider (see below).

FISCAL IMPACT: \$72,200 in annual debt service payments.

- OPTIONS:**
- 1) Proceed with all capital budget purchases and projects as approved in the 2020 budget.
 - 2) Delay some capital budget purchases and projects to help mitigate current negative financial impacts created by the COVID-19 pandemic.

RECOMMENDATION:

Recommend to the Common Council to adopt the attached resolution, proceeding with the following capital projects as approved in the 2020 capital budget (with the exception of delaying the Little Lake improvements and proceeding with the shore improvements for the train spur, Sunset Park, and Otumba Park in 2020):

Safety & Service Building Improvements	\$	100,000
Shore Improvements	\$	650,000
Parking Lots	\$	10,000

Pickleball Courts	\$ 40,000
Miscellaneous Technology	\$ 4,454.01
Miscellaneous Capital/Maintenance	\$ 72,809.08
Sidewalk Removal & Install and landscaping at Stone Harbor	\$ 10,000
Total	\$887,263.09

And, delaying the following 2020 capital projects:

East Side Fire Station Floor Refinish	\$ 40,000
Little Lake Improvements (Net of Shore Improvements)	\$ 350,000
Skate Park Lighting	\$ 70,000
Install Shade Structure at Bark Park	\$ 8,000
Construct Adult Softball Field	\$ 275,000
Timber Bumpers at Stone Harbor Dock Wall	\$ 18,000
Miscellaneous Contingency	\$ 15,000
Crack Filling	\$ 30,000
Alleys	\$ 18,700
Fence Material	\$ 5,000
Total	\$ 829,700

PREPARED BY:

Valerie J. Clanzio
Valerie J. Clanzio
Finance Director/City Treasurer

5/8/20
Date

REVIEWED BY:

Josh VanLieshout
Josh VanLieshout
City Administrator

5/8/20
Date

Capital Budget Potential Savings List			
	Item	Available Funds	Notes
2020 capital budget projects and purchases in which the City will no longer have to issue debt.			
	Single Axle Dump Truck	8,377.00	Small dump truck used for hauling materials and tasks like patching holes.
	Tandem Axle Dump Truck	18,000.00	Large dump truck used for plowing, salting, and as a general material hauler.
	Street Supervisor Truck	18,912.00	Truck used by Parks Supervisor to check on seasonal staff, respond to emergencies, and assist where needed.
	Trackless	(2,774.00)	Small machine used to plow snow from sidewalks and bridge walkway. Used 95% of the time for snow blowing. It does have a brush attachment for sweeping.
	Municipal Service Building Siding	(4,497.00)	Building siding.
	Asst. Fire Chief Vehicle	(3,433.65)	Take home vehicle used for responding to emergencies.
	Fire Equipment - Nozzle Replacement	2,893.00	Fire nozzles.
	Maple/Oregon Bridge	170,000.00	Approach maintenance.
	Total	207,477.35	
Optional grant funded items - grant at 100%			
	Dive Equipment	60,001.00	Drysuit, regulators, buoyancy compensator, lifting equipment, masks, etc.
	Total	60,001.00	
Optional third party funded items - third party funded at 100%			
	Public Safety Training Facility	350,000.00	Large training room, cold storage, restrooms inside, and restrooms outside for the dog park.
	Total	350,000.00	
Capital projects in which the Council may choose to delay or remove from the 2020 budget			
***	Eastside Fire Station Floor Refinish	40,000.00	Strip down and refinish fire bay floor.
***	Safety & Service Building Improvements	100,000.00	Remodel first floor Clerk/Treasurer and Community Development areas. Install safety barriers. Provide for better service coverage.
***	Little Lake Shore Improvements (Incl. Otumba)	1,000,000.00 (650,000.00)	Dredging. Riprap and engineering services for the train spur, Sunset Park and Otumba Park.
	Skate Park Lighting	70,000.00	Lights for the skate park.
	Install Shade Struct. At Bark Park	8,000.00	Shade structure/pavillion.
	Construct Adult Ballfield	275,000.00	Relocate west side ball field.
***	Parking Lots	10,000.00	Repair and maintain park parking lots.
***	Pickleball Court Conversion	40,000.00	Resurface court, fill cracks, clean and recoat, paint lines, install posts for the nets, purchase nets. Fence fully around courts. Windscreens.
	Timber Bumpers at Stone Harbor Wall	18,000.00	Timber bumpers for Stone Harbor wall.
***	Misc. Technology	4,454.01	Miscellaneous technology upgrades - equipment and software.
***	Misc Capital/Maintenance	72,809.08	Miscellaneous building repairs and maintenance that come up throughout the year.
	Misc. Contingency	15,000.00	Miscellaneous capital purchases or projects to come up throughout the year.
	Crack Filling	30,000.00	Repair cracks in roads. Cost to blow out cracks with high pressure air, router out to clean up edges, inject tar, and cover with tissue paper.
	Alleys	18,700.00	Alley maintenance - gravel, grading.
***	Fence Material	5,000.00	Fencing for baseball fields.
***	Sidewalk Removal & Install & Landscaping at Stone Harbor	10,000.00	Location - Corner where marina and walkway meet. Landscaping - Raised garden with a stone wall.
	Total	1,066,963.09	
	Grand Total	1,684,441.44	

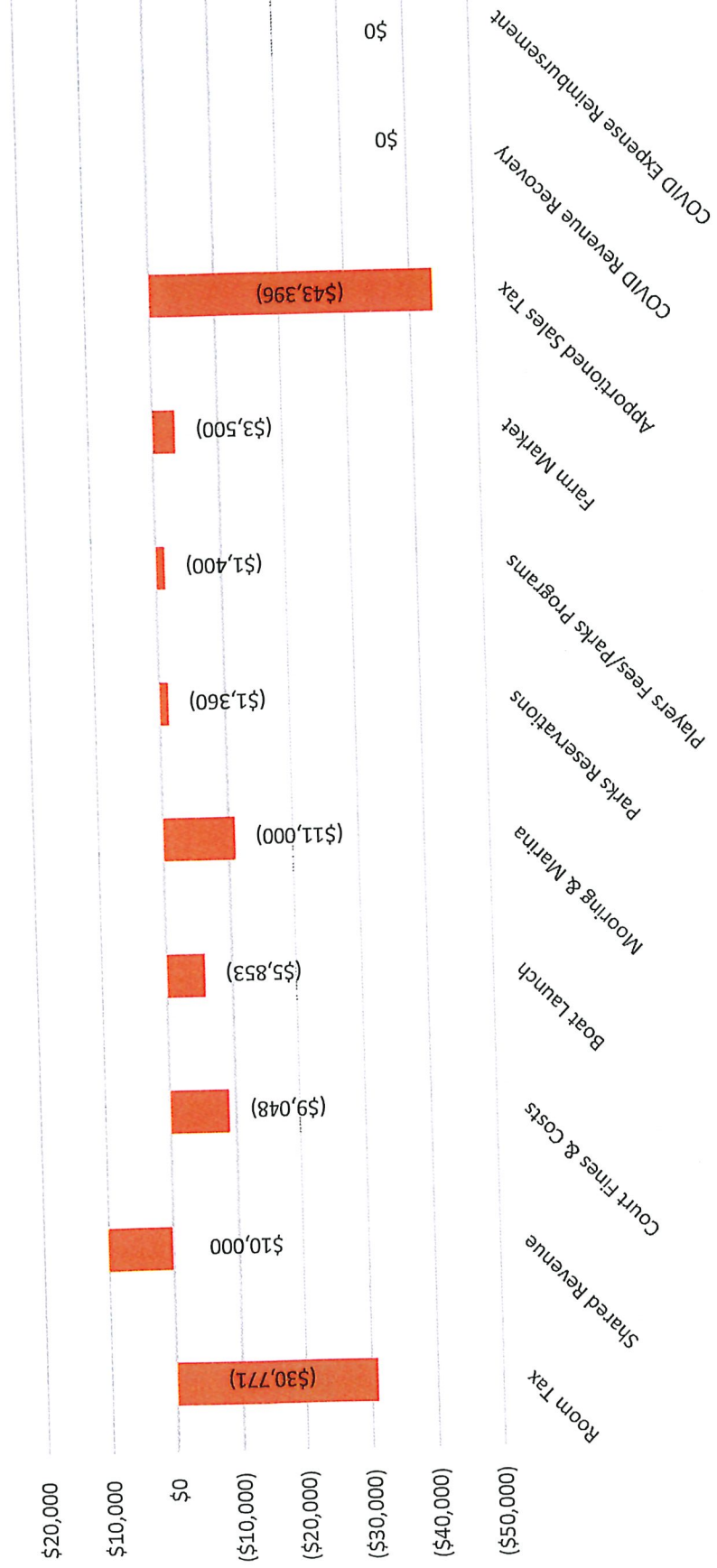
For every million dollars the City does not finance the City saves and estimated \$111,300 per year in debt service payments.
(Amount varies based upon interest rates and term of loan)

*** Indicates items recommended by the EMT in which to proceed.

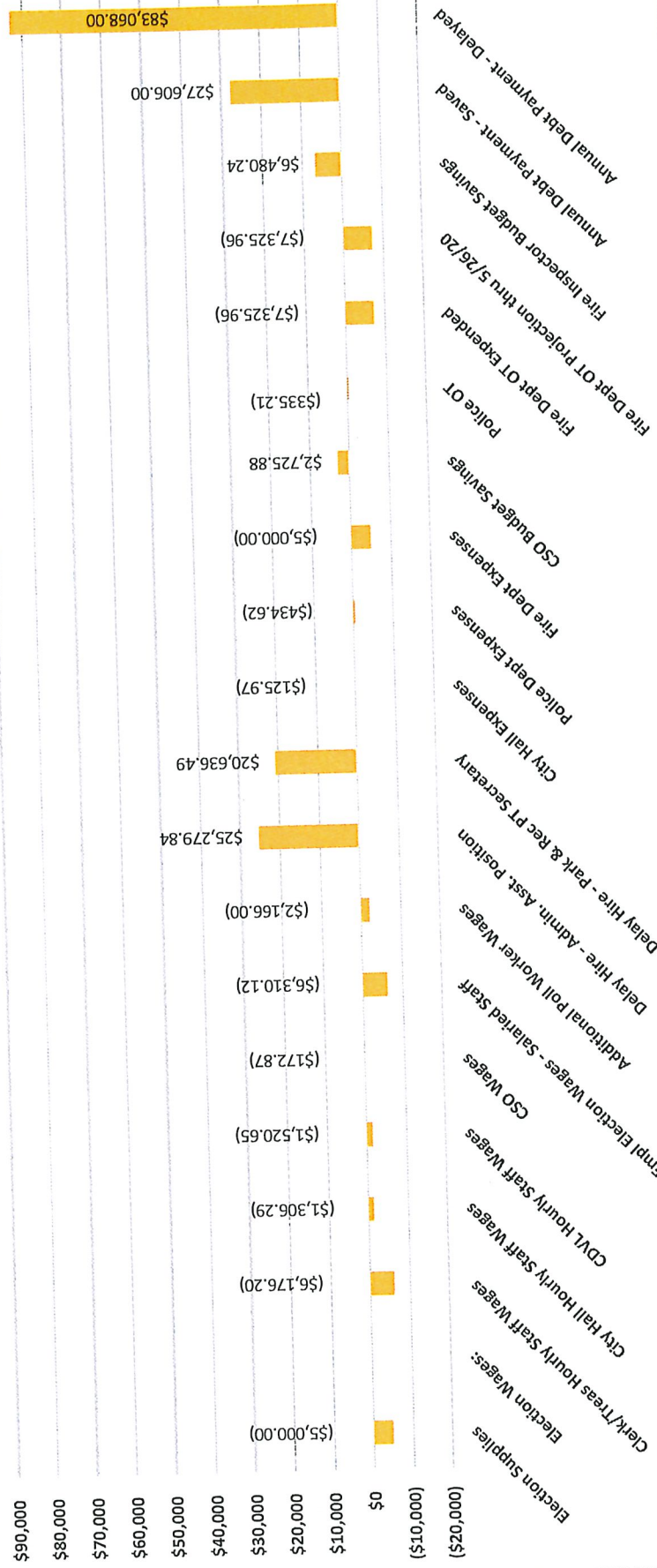
General Fund - COVID19 Impacts	
Revenues	Surplus / Deficit
Room Tax	(30,770.74)
Shared Revenue	10,000.00
Court Fines & Costs	(9,048.40)
Boat Launch	(5,853.00)
Mooring & Marina	(11,000.00)
Parks Reservations	(1,360.00)
Players Fees/Parks Programs	(1,400.00)
Farm Market	(3,500.00)
Apportioned Sales Tax	(43,395.50)
COVID Revenue Recovery	0.00
COVID Expense Reimbursement	0.00
Total Renvue Surplus/Deficit	(96,327.64)
Expenditures	
Election Supplies	(5,000.00)
Election Wages:	
Clerk/Treas Hourly Staff Wages	(6,176.20)
City Hall Hourly Staff Wages	(1,306.29)
CDVL Hourly Staff Wages	(1,520.65)
CSO Wages	(172.87)
Empl Election Wages - Salaried Staff	(6,310.12)
Additional Poll Worker Wages	(2,166.00)
Delay Hire - Admin. Asst. Position	25,279.84
Delay Hire - Park & Rec PT Secretary	20,636.49
City Hall Expenses	(125.97)
Police Dept Expenses	(434.62)
Fire Dept Expenses	(5,000.00)
CSO Budget Savings	2,725.88
Police OT	(335.21)
Fire Dept OT Expended	(7,325.96)
Fire Dept OT Projection thru 5/26/20	(7,325.96)
Fire Inspector Budget Savings	6,480.24
Annual Debt Payment - Saved	27,606.00
Annual Debt Payment - Delayed	83,068.00
Total Expense Savings	122,596.60
Total Expense Surplus/Deficit	26,268.96

5/8/2020

Revenues Impacted by COVID19



Expenditures Impacted by COVID19



RESOLUTION**RESOLUTION WAIVING THE REQUIREMENT FOR
COMBIANTION CLASS B BEER & LIQUOR LICENSE HOLDERS
TO HAVE 180 DAYS OF DOCUMENTED LIQUOR SALES IN LICENSE YEAR**

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

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

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

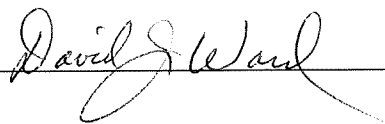
WHEREAS, that during the period of emergency, the Mayor with the advice and concurrency of the Council President may order, by ordinance or resolution, whatever is necessary and expedient for the health, safety, protection, and welfare of persons and property within the City; and

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

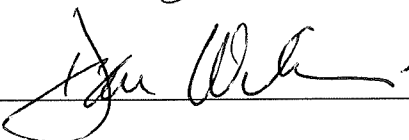
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council President of the City of Sturgeon Bay; that the City of Sturgeon Bay will waive the ordinance requirement for Combination Class B Beer & Liquor license holders to have 180 days of documented liquor sales for the 2019-2020 license year. There is no fiscal impact to this waiver.

Approved this 12th day of May, 2020

David J. Ward, Mayor



Dan Williams, Council President



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

We, the Finance/Purchasing & Building Committee, hereby recommend to accept the proposed easements for the American Transmission Company electric transmission project and compensation in the amount of \$93,500.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: May 12, 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: Easements and Temporary Construction Area for American Transmission Company

Background: American Transmission Company is replacing their electric transmission line through the west side of the city and under the bay to the electric substation on 1st Avenue. To do this the company needs to procure easements from the City for the portion of the line that runs through city property.

As reported previously to the Finance Committee, the City staff has worked with ATC on the location, size, and restrictions associated with the easements. ATC has made several requested changes to limit the impact to the overall City land. Also as previously reported to the Finance Committee, the City requested that ATC conduct an appraisal of the sites to determine the financial impact/loss of value. This was needed to inform the City and ATC the fair compensation for the easements. ATC commissioned appraisals for both the east and west side properties.

All the documentation is now available for the Finance Committee and Council to act on the proposed easements. The permanent easements consist of an overhead easement area, shallow underground easement area, and a deep underground easement area. The widths and restrictions are different for each.

The temporary construction areas consist of the City's parking lot along Nebraska Street between 1st and 2nd Avenues on the east side and two portions of the West Waterfront area on the west side. ATC desires to use these areas for staging, construction equipment, and stockpiling and dewatering spoils from the drilling activity. The construction project is slated to commence approximately August 1st and be completed approximately June 1, 2021.

City staff believes it would not be burden to allow use of the City parking lot on the east side given that it will be mostly torn up anyway. It is also reasonable to allow use of the West Waterfront portion closest to the Oregon Street Bridge. But to allow use of the area on the West Waterfront labeled "overflow permit area" for that long could be problem. That area is the prime redevelopment site above the ordinary high water mark. The City continues to seek a developer for a project on that site that hopefully will begin prior to June 1, 2021. Therefore, for that area the temporary construction permit contains a condition that with 30 days advanced notice from the City, ATC will vacate that site. In the event that occurs the back-up site will be a portion of the parking lot for the Sawyer Boat Launch, a portion of Sawyer Park, or a portion of the Maritime Museum parking lot, depending upon the time of year and the amount of space still needed by ATC.

Appraisals were commissioned by ATC. Metropolitan Appraisal completed the appraisals for both the east and west side areas. They factored in the loss of value due to the permanent easement and the value of for the temporary construction. The letters from the appraiser stating the loss of value/damages is included in the agenda packet. The full appraisal reports can be viewed by contacting the Community Development Director. For the east side property the loss of property value due to the easement came to \$38,000 and the value of the temporary construction easement was determined to be \$4,900 for a total of \$42,900. The west side property was deemed to have a value loss of \$23,000 as a result of the permanent easements and the value of the TCE was \$27,600 for a total of \$50,600. The grand total that ATC is offering for the easements is \$93,500.

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

1. Accept the easements as presented for the proposed \$93,500.

2. Attempt to negotiate a higher value for easement or the temporary construction permits. Please note that ATC has condemnation authority and further negotiation could delay the project.
3. Approve or continue to negotiate regarding the permanent easements but refuse the temporary construction permits for the adjoining land.

Fiscal Impact: \$93,500 would be received from ATC if approved for the appraised value. Since Sturgeon Bay Utilities controls a portion of the property, some of the payment could be allocated to SBU. On the negative side, the value of the City's parking lot for future development and the value of the former Parcel 100 on the west side for future development is diminished.

Recommendation: There are benefits to the City as a result of ATC's project, such as removing the unsightly overhead lines from the West Waterfront land and improving the reliability of electrical service to the City. ATC has already made changes to the proposed easements by narrowing the width, adjusting the location, and removing certain restrictions in order to limit the negative impact on future development. The proposed compensation is based upon a professional appraisal. For these reasons staff recommends that the City not attempt to further negotiate and accept the proposed easements and compensation at \$93,500.

Prepared by: Martin Olejniczak
Martin Olejniczak, Community Development Director

5-7-2020
Date

Reviewed by: _____
Chad Shefchik, City Engineer

Date

Reviewed by: Valerie Clarizio
Valerie Clarizio, Finance Director

5/7/20
Date

Reviewed by: _____
Josh Van Lieshout, City Administrator

Date



Helping to keep the lights on,
businesses running
and communities strong®

May 4, 2020

VIA FEDERAL EXPRESS DELIVERY

Marty Olejniczak
City of Sturgeon Bay
Community Development Director
421 Michigan Street
Sturgeon Bay, WI 54235

**RE: TRANSMISSION LINE EASEMENT & TEMPORARY CONSTRUCTION PERMITS; TRANSMISSION LINE PROJECT T-46,
STURGEON BAY, WI; ATC FILE NO.**

Dear Marty,

In the past months, we have been discussing and coordinating with you and other City officials and staff the ATC Line T-46 replacement project. You have been advised that American Transmission Company LLC (ATC) proposes to acquire a transmission line easement along with temporary construction permits affecting City of Sturgeon Bay properties. The easement and permits are for the purpose of constructing, maintaining and operating an overhead and underground transmission line across your property.

Two appraisals have been prepared for the easement and temporary permit rights—one for the east side of the canal and one for the west side of the canal. Copies of the appraisals are enclosed for your review. The appraisals have been used in establishing the offering price in the amount of \$61,000.00 for the permanent easement rights and \$32,500 for the temporary construction permits. This is a total compensation of \$93,500.00 to be paid to the city upon receipt of the executed and notarized easement document and executed temporary permits. The easement will be recorded with the Door County Register of Deeds and a recorded copy will be returned to you for your records. The permits will be signed by ATC with fully executed copies returned to you along with payment for same.

After you have had a chance to review the material and appraisals, please contact me at 920-338-6553 to discuss any questions or concerns you may have regarding the offer materials. Please let me know about necessary committee meetings that should occur, and if ATC representatives should be present. Thank you for your consideration of this information and ongoing cooperation with the project.

Sincerely,

A handwritten signature in black ink that reads "Teresa M. Kochaver". The signature is written in a cursive, flowing style.

Teresa Kochaver
ATC Real Estate Representative
tkochaver@atcllc.com, 920-338-6553 office, 920-360-3684 cell

Enclosures: Transmission Line Easement, Temporary Construction Permits, Appraisals, Return Envelope

ELECTRIC TRANSMISSION LINE EASEMENT
Not subject to Wis. Stat. § 77.22(1).

Document Number

The undersigned Grantor(s) **City of Sturgeon Bay, a Wisconsin municipality, and Sturgeon Bay Utilities, (hereinafter called the "Grantor")**, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **American Transmission Company LLC, a Wisconsin limited liability company, and its manager ATC Management Inc., a Wisconsin Corporation (hereinafter jointly referred to as "Grantee")**, the Grantee's successors, assigns, licensees and manager, the perpetual right and non-exclusive easement to construct, install, maintain, operate, repair, inspect, patrol, replace or remove electric transmission line facilities, including but not limited to overhead wires, poles, guy lines, anchors, pipe, conduit and cables underground, together with manholes and other appurtenant equipment, and all for the purpose of transmitting of electric energy and communication and signals for the operation of the transmission line, upon, in, over, across, and under lands owned by the Grantor in the City of Sturgeon Bay, County of Door, State of Wisconsin, described as follows:

The perpetual easement strip granted herein is comprised of three easement areas: an overhead easement area 50 feet wide, a shallow underground easement area 10 feet wide, and a deep underground easement area 10 feet wide. Said easement areas are set forth and described on the Exhibit "A" attached hereto and made a part hereof.

The transmission line overhead wires and cables shall have an operating voltage of 69,000 volts. The number of electrical cables comprising said transmission line shall be three. The rights granted herein are for overhead, shallow underground, and deep underground transmission line facilities and appurtenances thereto.

The Grantee is also granted the associated necessary rights to:

1) Enter upon the easement strip for the purposes of exercising the rights conferred by this easement. 2) Construct, install, maintain, operate, repair, replace, rebuild, inspect, patrol and remove the above designated facilities and other appurtenances that the Grantee deems necessary. 3) Trim, cut down and remove any or all brush, trees and overhanging branches now or hereafter existing on said overhead and shallow easement areas only. 4) Cut down and remove such dead, dying, diseased, decayed, leaning trees or tree parts now or hereafter existing on the property of the Grantor located outside of said overhead and shallow easement areas that in Grantee's judgment, may interfere with Grantee's full use of the Perpetual Easement Strip for the purposes stated herein or that pose a threat to the safe and reliable operation of the Electric Transmission Facilities; together with the right, permission and authority to enter in a reasonable manner upon the property of the Grantor adjacent to said Perpetual Easement Strip for such purpose.

The Grantee shall replace in kind or pay an actual and reasonable sum for all damages to property, lawns, roads, fields, driveways, parking lots, and existing building (other than trees trimmed or cut down and removed), caused by the construction, maintenance, replacement or removal of said facilities.

The Grantor shall not, within the **50-foot wide overhead easement area** as set forth on Exhibit "A":

Locate any dwelling or mobile home intended for residential occupancy within the limits of this easement area. Grantor, for itself, its successors and assigns, further agrees that within the limits of this easement area it will not construct, install or erect any structures or fixtures, including but not limited to swimming pools, construct any non-residential type buildings or store any inflammable goods or products, plant trees, plant shrubs that have a mature height greater than eight (8) feet, place water, sewer or drainage facilities, or change the grade more than one (1) foot without first securing the prior written consent of the Grantee and said consent shall not be unreasonably withheld.

The Grantor shall not, within the **10-foot wide shallow underground easement area** as set forth on Exhibit "A" where Grantor holds fee ownership and riparian rights,:

Locate any dwelling or mobile home intended for residential occupancy within the limits of this easement area. Grantor, for itself, its successors and assigns, further agrees that within the limits of this easement area it will not construct, install or erect any structures or fixtures, including but not limited to swimming pools, construct any non-residential type buildings or store any inflammable goods or

Recording Area

Name and Return Address
American Transmission Company
RE Dept., Attn: T. Kochaver
801 O'Keefe Road
De Pere, WI 54115

Parcel Identification Number(s)
2811210080101A, 2811210080101B,
2811085030501

products, plant trees, place new water, new sewer or new drainage facilities, or change the grade more than one (1) foot, without first securing the prior written consent of the Grantee and said consent shall not be unreasonably withheld.

Notwithstanding the above stated restrictions in the deep underground easement area, it is understood and agreed that the Grantor shall have the right to maintain the present existing parking lot within the perpetual easement strip. However, the Landowner agrees not to enlarge or improve said parking lot that will cause Grantee's facilities to be in violation of any applicable laws, rules, or regulations, including, without limitation, those dealing with safe work practices and the operation of equipment near electrical lines and equipment, and the provisions of the Wisconsin State Electrical Code and any amendments thereto. Grantor also agrees not to perform any work on said parking lot within the perpetual easement strip other than normal maintenance.

The Grantor shall not, within the **10-foot wide deep underground easement area** as set forth on Exhibit "A" where Grantor holds riparian rights and fee ownership:

Locate any dwelling or mobile home intended for residential occupancy within the limits of this easement area. Grantor, for itself, its successors and assigns, further agrees that within the limits of this easement area it will not construct, install or erect any structures or fixtures, including but not limited to swimming pools, construct any non-residential type buildings with a foundation depth greater than five (5) feet under existing grade, or change the grade more than five (5) feet without first securing the prior written consent of the Grantee.

Notwithstanding the above stated restrictions in the deep underground easement area, it is understood and agreed that the Grantor shall have the right to maintain the present existing building within the perpetual easement strip. However, the Grantor agrees not to enlarge or improve said building that will cause Grantee's facilities to be in violation of any applicable laws, rules, or regulations, including, without limitation, those dealing with safe work practices and the operation of equipment near electrical lines and equipment, and the provisions of the Wisconsin State Electrical Code and any amendments thereto. Grantor also agrees not to perform any work on said building and parking lot within the perpetual easement strip other than normal maintenance. It is understood and agreed, however, that the Grantor has the right to repair and/or rebuild the existing building within its respective present boundaries in the event of destruction, damage or deterioration.

Grantor warrants and represents that Grantor has clear, merchantable, fee simple title to said property, and that Grantor knows of no claim, pending contract for sale, or negotiation for such contract of sale for any of the lands described herein.

This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.

WITNESS the signaturess of the Grantor this _____ day of _____, 2020.

City of Sturgeon Bay, a Wisconsin municipality

By _____

Signature

David J. Ward, Mayor

Printed Name & Title

By _____

Signature

Stephanie Reinhart, Clerk

Printed Name & Title

ACKNOWLEDGEMENT

STATE OF WISCONSIN
COUNTY OF DOOR

} SS

Personally came before me this _____ day of _____, 20____, the above named David J. Ward, Mayor and Stephanie Reinhart, Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (Is) _____

Sturgeon Bay Utilities

By _____

Signature

James M. Stawicki, General Manager

Printed Name & Title

ACKNOWLEDGEMENT

STATE OF WISCONSIN
COUNTY OF DOOR

} SS

Personally came before me this _____ day of _____, 20____, the above named James M. Stawicki, General Manager, to me known to be the person who executed the foregoing instrument and acknowledged the same.

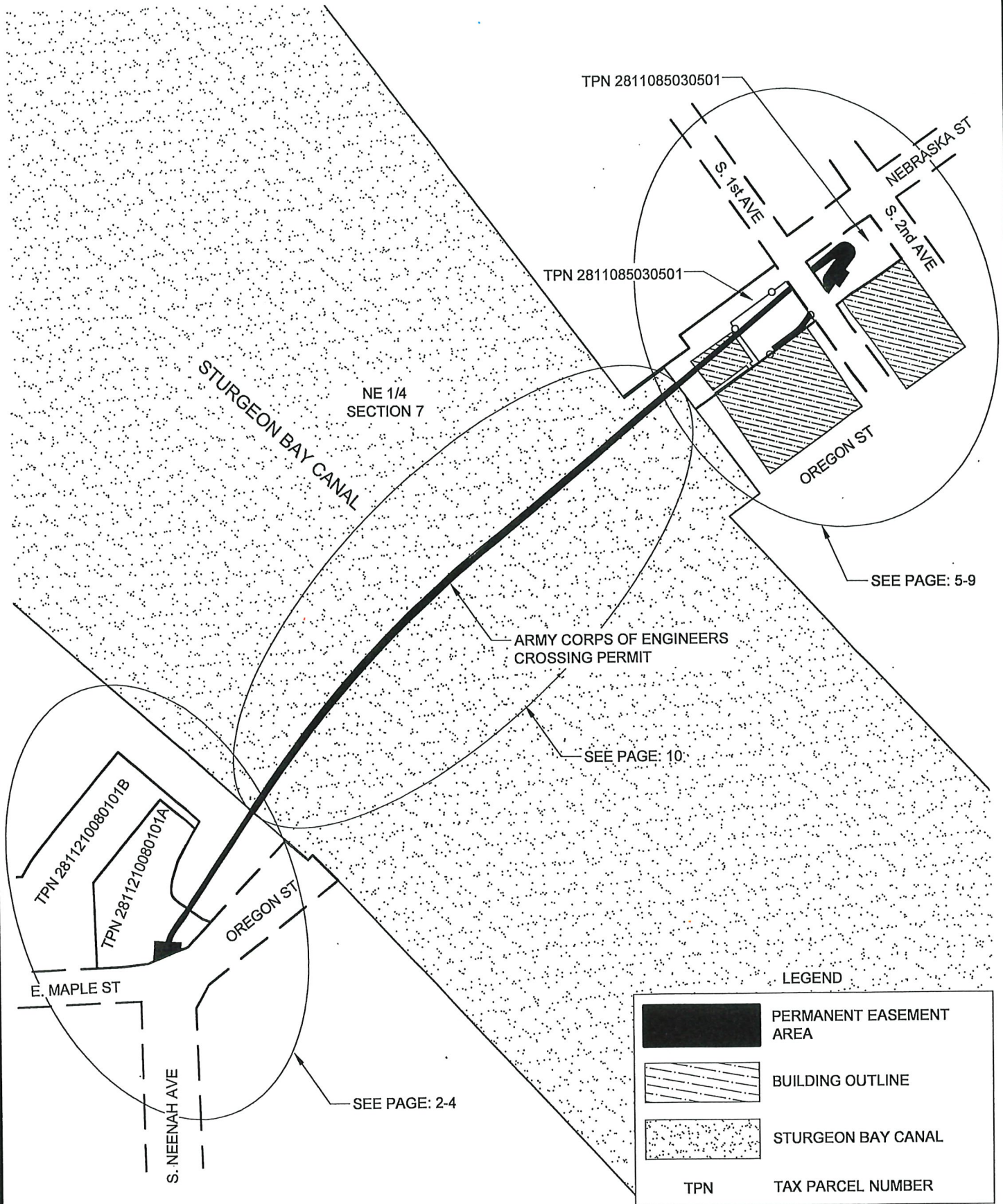
Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (Is) _____

EXHIBIT "A" PERMANENT AREA OVERVIEW



COLEMAN ENGINEERING COMPANY
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EXHIBIT A

Page 1 of 10 | DATE: 3/31/20

SKETCH SCALE: 1" = 250'

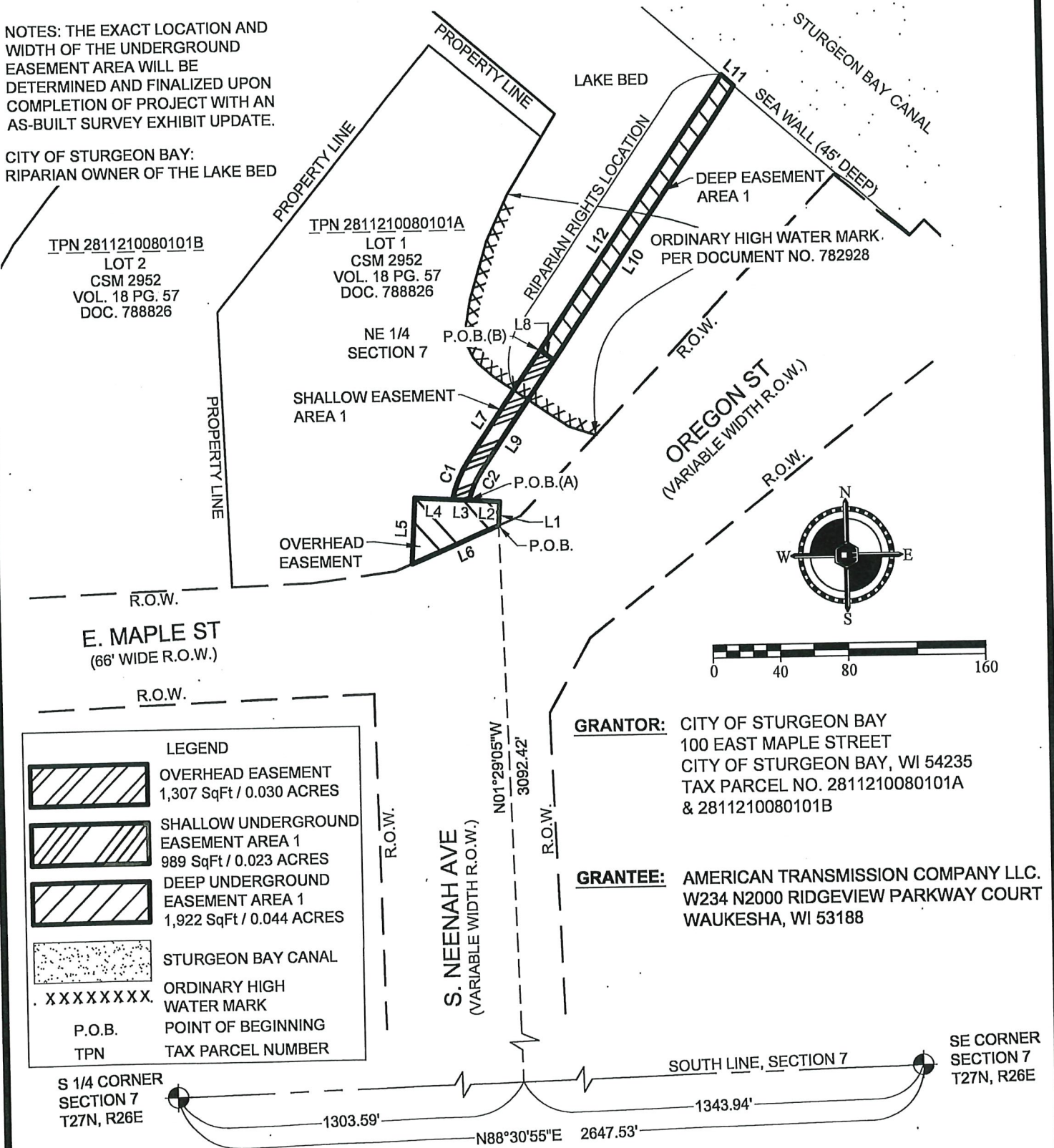
Job # 18816-Exhibits

EXHIBIT "A", PERMANENT AREA 1

PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 2952, RECORDED IN THE DOOR COUNTY REGISTER OF DEEDS VOLUME 18 OF CERTIFIED SURVEY MAPS ON PAGE 57 AS DOCUMENT 788826; BEING PART OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 26 EAST, CITY OF STURGEON BAY, COUNTY OF DOOR, STATE OF WISCONSIN

NOTES: THE EXACT LOCATION AND WIDTH OF THE UNDERGROUND EASEMENT AREA WILL BE DETERMINED AND FINALIZED UPON COMPLETION OF PROJECT WITH AN AS-BUILT SURVEY EXHIBIT UPDATE.

CITY OF STURGEON BAY:
RIPARIAN OWNER OF THE LAKE BED



BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. FEET, GRID DISTANCE



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EXHIBIT A

Page 2 of 10 DATE: 3/31/20

SKETCH SCALE: 1" = 80'

Job # 18816-Exhibits

EXHIBIT "A", PERMANENT AREA 1

PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 2952, RECORDED IN THE DOOR COUNTY REGISTER OF DEEDS VOLUME 18 OF CERTIFIED SURVEY MAPS ON PAGE 57 AS DOCUMENT 788826; BEING PART OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 26 EAST, CITY OF STURGEON BAY, COUNTY OF DOOR, STATE OF WISCONSIN

GRANTOR: CITY OF STURGEON BAY
100 EAST MAPLE STREET
CITY OF STURGEON BAY, WI 54235
TAX PARCEL NO. 2811210080101A
& 2811210080101B

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC.
W234 N2000 RIDGEVIEW PARKWAY COURT
WAUKESHA, WI 53188

Line Table		
Line #	Length	Direction
L1	13.89'	N03° 39' 37"E
L2	18.14'	N86° 20' 23"W
L3	10.16'	N86° 20' 23"W
L4	21.70'	N86° 20' 23"W
L5	38.38'	S03° 39' 37"W
L6	55.67'	N67° 34' 01"E
L7	77.00'	N34° 52' 26"E
L8	10.00'	S55° 07' 34"E
L9	77.00'	S34° 52' 26"W
L10	191.61'	N34° 52' 26"E
L11	10.07'	N48° 31' 48"W
L12	192.77'	S34° 52' 26"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	24.65'	65.00'	021°43'39"	N24°00'36"E	24.50'
C2	19.18'	55.00'	019°58'55"	S24°52'58"W	19.08'

BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. FEET, GRID DISTANCE



COLEMAN ENGINEERING COMPANY
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EXHIBIT A

Page 3 of 10 DATE: 3/31/20

SKETCH SCALE: 1" = 80'

Job # 18816-Exhibits

EXHIBIT "A", PERMANENT AREA 1

PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 2952, RECORDED IN THE DOOR COUNTY REGISTER OF DEEDS VOLUME 18 OF CERTIFIED SURVEY MAPS ON PAGE 57 AS DOCUMENT 788826; BEING PART OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 26 EAST, CITY OF STURGEON BAY, COUNTY OF DOOR, STATE OF WISCONSIN

EASEMENT LEGAL DESCRIPTION

Part of Lot 1 of Certified Survey Map No. 2952, recorded in the Door County Register of Deeds Volume 18 of Certified Survey Maps in page 57 as Document 788826; being part of the Northeast quarter (NE 1/4) of Section 7, Township 27 North, Range 26 East, City of Sturgeon Bay, County of Door, State of Wisconsin

(Overhead Easement)

Commencing at the South quarter (S 1/4) corner of Section 7, Township 27 North, Range 26 East; thence N88°30'55"E along the South line of said Section 7, a distance of 1303.59 feet; thence N01°29'05"W, a distance of 3092.42 feet to a point on the North right-of-way line of Oregon Street (variable width) and the POINT OF BEGINNING (P.O.B.).

Thence N03°39'37"E, a distance of 13.89 feet; thence N86°20'23"W, a distance of 18.14 feet; thence N86°20'23"W, a distance of 10.16 feet; thence N86°20'23"W, a distance of 21.70 feet; thence S03°39'37"W, a distance of 38.38 feet to a point on the North right-of-way line of said Oregon Street; thence N67°34'01"E along the North right-of-way line of said Oregon Street, a distance of 55.67 feet to the POINT OF BEGINNING (P.O.B.). The above described parcel contains 1,307 SqFt / 0.030 acres more or less.

(Shallow Underground Easement Area 1)

Commencing at the South quarter (S 1/4) corner of Section 7, Township 27 North, Range 26 East; thence N88°30'55"E along the South line of said Section 7, a distance of 1303.59 feet; thence N01°29'05"W, a distance of 3092.42 feet to a point on the North right-of-way line of Oregon Street (variable width); thence N03°39'37"E, a distance of 13.89 feet; thence N86°20'23"W, a distance of 18.14 feet to the POINT OF BEGINNING (A) (P.O.B.(A)).

Thence N86°20'23"W, a distance of 10.16 feet; thence 24.65 feet along a curve to the right, having a radius of 65.00 feet, a delta angle of 21°43'39", a chord bearing of N24°00'36"E, and a chord length of 24.50 feet; thence N34°52'26"E, a distance of 77.00 feet; thence S55°07'34"E, a distance of 10.00 feet; thence S34°52'26"W, a distance of 77.00 feet; thence 19.18 feet along a curve to the left, having a radius of 55.00 feet, a delta angle of 19°58'55", a chord bearing of S24°52'58"W, and a chord length of 19.08 feet to the POINT OF BEGINNING (A) (P.O.B.(A)).

The above described parcel contains 989 SqFt / 0.023 acres more or less.

(Deep Underground Easement Area 1)

Commencing at the South quarter (S 1/4) corner of Section 7, Township 27 North, Range 26 East; thence N88°30'55"E along the South line of said Section 7, a distance of 1303.59 feet; thence N01°29'05"W, a distance of 3092.42 feet to a point on the North right-of-way line of Oregon Street (variable width); thence N03°39'37"E, a distance of 13.89 feet; thence N86°20'23"W, a distance of 18.14 feet; thence N86°20'23"W, a distance of 10.16 feet; thence 24.65 feet along a curve to the right, having a radius of 65.00 feet, a delta angle of 21°43'39", a chord bearing of N24°00'36"E, and a chord length of 24.50 feet; thence N34°52'26"E, a distance of 77.00 feet to the POINT OF BEGINNING (B) (P.O.B.(B)).

Thence S55°07'34"E, a distance of 10.00 feet; thence N34°52'26"E, a distance of 191.61 feet; thence N48°31'48"W, a distance of 10.07 feet; thence S34°52'26"W, a distance of 192.77 feet to the POINT OF BEGINNING (B) (P.O.B.(B)).

The above described parcel contains 1,922 SqFt / 0.044 acres more or less.



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EXHIBIT A

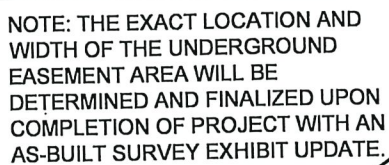
Page 4 of 10 DATE: 3/31/20

SKETCH SCALE: 1" = 80'

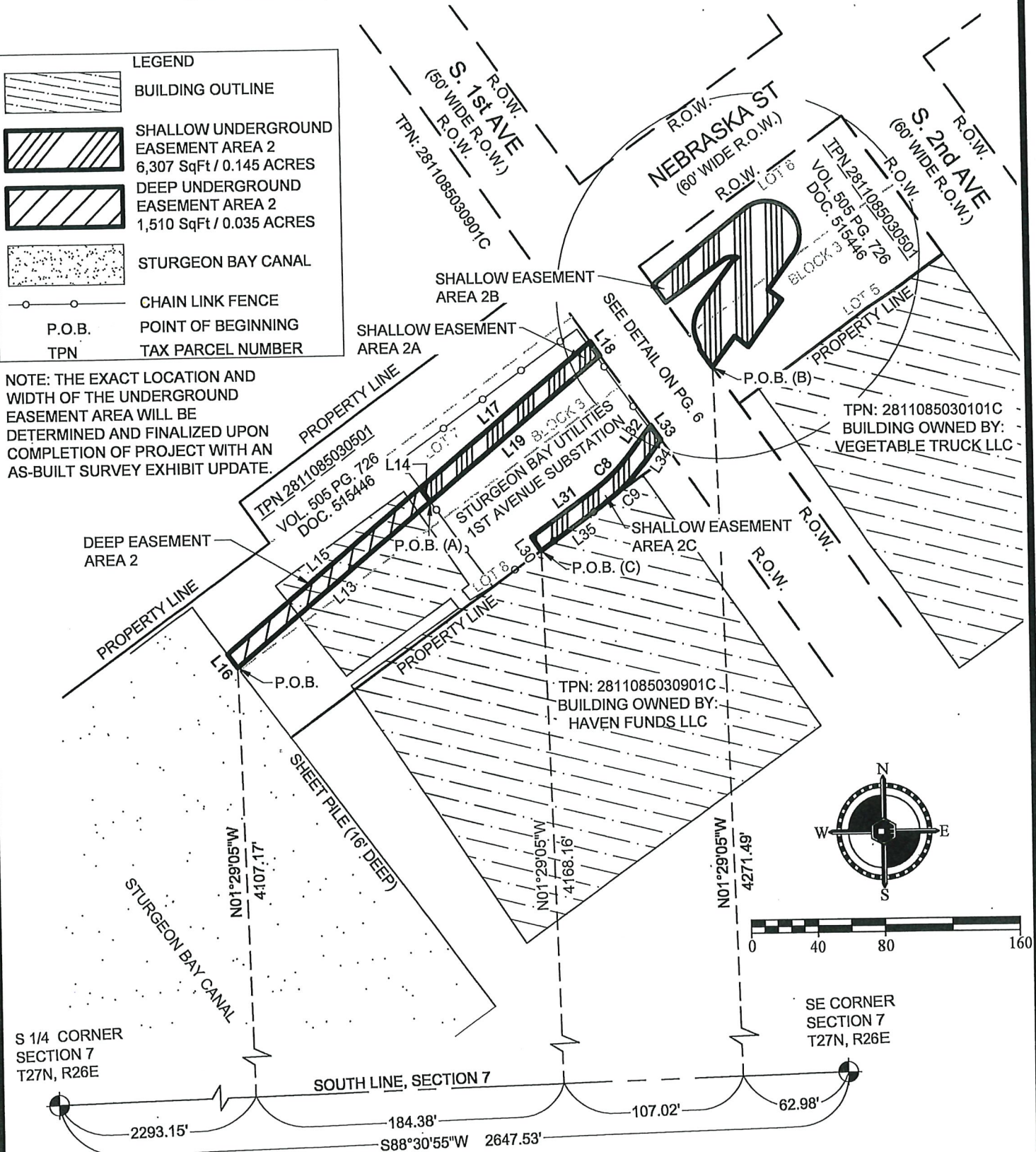
Job # 18816-Exhibits

PART OF LOTS 5, 6, 7, AND 8 LOCATED IN BLOCK 3, OF THE ASSESSOR'S PLAT OF THE CITY OF STURGEON BAY, CITY OF STURGEON BAY, COUNTY OF DOOR, STATE OF WISCONSIN.

PART OF LOTS 5, 6, 7, AND 8 LOCATED IN BLOCK 3, OF THE ASSESSOR'S PLAT OF THE CITY OF STURGEON BAY, CITY OF STURGEON BAY, COUNTY OF DOOR, STATE OF WISCONSIN.



NOTE: THE EXACT LOCATION AND WIDTH OF THE UNDERGROUND EASEMENT AREA WILL BE DETERMINED AND FINALIZED UPON COMPLETION OF PROJECT WITH AN AS-BUILT SURVEY EXHIBIT UPDATE.



BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. FEET, GRID DISTANCE



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**EXHIBIT A**

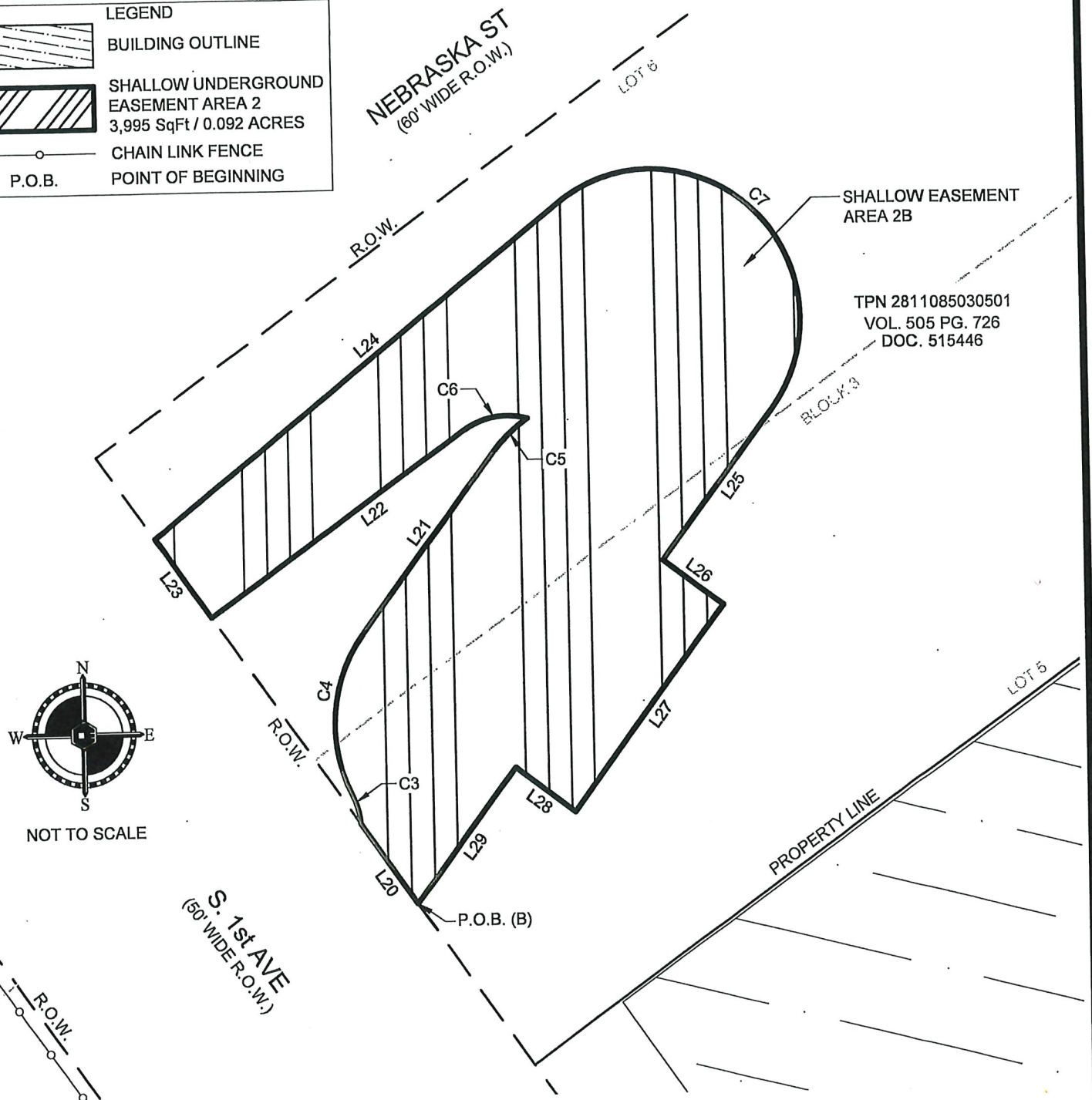
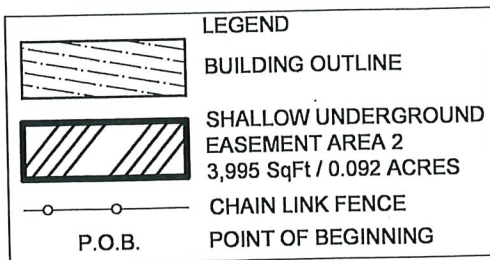
Page 5 of 10	DATE: 3/31/20
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SKETCH SCALE: 1" = 80'

Job # 18816-Exhibits

EXHIBIT "A", PERMANENT AREA 2 DETAIL

PART OF LOTS 5, 6, 7, AND 8 LOCATED IN BLOCK 3, OF THE ASSESSOR'S PLAT OF THE CITY OF STURGEON BAY, CITY OF STURGEON BAY, COUNTY OF DOOR, STATE OF WISCONSIN.



GRANTEE: AMERICAN TRANSMISSION COMPANY LLC.
W234 N2000 RIDGEVIEW PARKWAY COURT
WAUKESHA, WI 53188

GRANTOR: CITY OF STURGEON BAY
113 SOUTH 1ST AVENUE
CITY OF STURGEON BAY, WI 54235
TAX PARCEL NO. 2811085030501

BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. FEET, GRID DISTANCE



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EXHIBIT A

Page 6 of 10 | DATE: 3/31/20

SKETCH NOT TO SCALE

Job # 18816-Exhibits

EXHIBIT "A", PERMANENT AREA 2

PART OF LOTS 5, 6, 7, AND 8 LOCATED IN BLOCK 3, OF THE ASSESSOR'S PLAT OF THE CITY OF STURGEON BAY, CITY OF STURGEON BAY, COUNTY OF DOOR, STATE OF WISCONSIN.

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC.
W234 N2000 RIDGEVIEW PARKWAY COURT
WAUKESHA, WI 53188

GRANTOR: CITY OF STURGEON BAY
113 SOUTH 1ST AVENUE
CITY OF STURGEON BAY, WI 54235
TAX PARCEL NO. 2811085030501

Line Table		
Line #	Length	Direction
L13	150.94'	N50° 44' 08"E
L14	10.02'	N35° 49' 12"W
L15	151.15'	S50° 44' 08"W
L16	10.01'	S36° 58' 24"E
L17	133.36'	N50° 44' 08"E
L18	10.02'	S35° 19' 05"E
L19	133.27'	S50° 44' 08"W
L20	13.12'	N35° 19' 05"W
L21	29.93'	N37° 04' 38"E
L22	42.31'	S54° 52' 59"W
L23	12.92'	N35° 19' 05"W
L24	70.21'	N51° 39' 57"E

Line Table		
Line #	Length	Direction
L25	25.00'	S37° 04' 38"W
L26	10.00'	S52° 55' 22"E
L27	34.00'	S37° 04' 38"W
L28	10.00'	N52° 55' 22"W
L29	22.35'	S37° 04' 38"W
L30	10.00'	N34° 44' 34"W
L31	47.05'	N54° 45' 02"E
L32	21.43'	N37° 04' 38"E
L33	10.49'	S35° 19' 05"E
L34	18.25'	S37° 04' 38"W
L35	47.14'	S54° 45' 02"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C3	3.99'	10.00'	022°52'04"	N15°48'35"W	3.96'
C4	22.45'	20.00'	064°19'15"	N04°55'01"E	21.29'
C5	6.58'	20.00'	018°51'29"	N46°30'22"E	6.55'
C6	8.94'	10.00'	051°11'44"	S80°28'50"W	8.64'
C7	58.06'	20.00'	166°20'29"	S46°05'37"E	39.72'
C8	29.30'	95.00'	017°40'24"	N45°54'50"E	29.19'
C9	32.39'	105.00'	017°40'24"	S45°54'50"W	32.26'

BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. FEET, GRID DISTANCE



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EXHIBIT A

Page 7 of 10 DATE: 3/31/20

SKETCH SCALE: 1" = 80'

Job # 18816-Exhibits

EXHIBIT "A", PERMANENT AREA 2

PART OF LOTS 5, 6, 7, AND 8 LOCATED IN BLOCK 3, OF THE ASSESSOR'S PLAT OF THE CITY
OF STURGEON BAY, CITY OF STURGEON BAY, COUNTY OF DOOR, STATE OF WISCONSIN.

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC.
W234 N2000 RIDGEVIEW PARKWAY COURT
WAUKESHA, WI 53188

GRANTOR: CITY OF STURGEON BAY
113 SOUTH 1ST AVENUE
CITY OF STURGEON BAY, WI 54235
TAX PARCEL NO. 2811085030501

EASEMENT LEGAL DESCRIPTION

Part of Lots 5, 6, 7 and 8, located in Block 3, of the Assessor's Plat of the City of Sturgeon Bay, City of Sturgeon Bay, County of Door, State of Wisconsin.

(Deep Underground Easement Area 2)

Commencing at the Southeast (SE) corner of Section 7, Township 27 North, Range 26 East; thence S88°30'55"W along the South line of said Section 7, a distance of 354.38 feet; thence N01°29'05"W, a distance of 4107.17 feet to the POINT OF BEGINNING (P.O.B.).

Thence N50°44'08"E, a distance of 150.94 feet; thence N35°49'12"W, a distance of 10.02 feet; thence S50°44'08"W, a distance of 151.15 feet; thence S36°58'24"E, a distance of 10.01 feet to the POINT OF BEGINNING (P.O.B.).

The above described parcel contains 1,510 SqFt / 0.035 acres more or less.

(Shallow Underground Easement Area 2)

Commencing at the Southeast (SE) corner of Section 7, Township 27 North, Range 26 East; thence S88°30'55"W along the South line of said Section 7, a distance of 354.38 feet; thence N01°29'05"W, a distance of 4107.17 feet; thence N50°44'08"E, a distance of 150.94 feet to the POINT OF BEGINNING (A) (P.O.B.(A)).

Thence N35°49'12"W, a distance of 10.02 feet; thence N50°44'08"E, a distance of 133.36 feet to a point on the Westerly right-of-way line of South 1st Avenue (50 feet wide); thence S35°19'05"E along the Westerly right-of-way line of said South 1st Avenue, a distance of 10.02 feet; thence S50°44'08"W, a distance of 133.27 feet to the POINT OF BEGINNING (A) (P.O.B.(A)).

Also,

Commencing at the Southeast (SE) corner of Section 7, Township 27 North, Range 26 East; thence S88°30'55"W along the South line of said Section 7, a distance of 62.98 feet; thence N01°29'05"W, a distance of 4271.49 feet to a point on the Easterly right-of-way line of South 1st Avenue (50 feet wide) and the POINT OF BEGINNING (B) (P.O.B.(B)).

Thence N35°19'05"W along the Easterly right-of-way line of said South 1st Avenue, a distance of 13.12 feet; thence 3.99 feet along a curve to the left, having a radius of 10.00 feet, a delta angle of 22°52'04", a chord bearing of N15°48'35"W, and a chord length of 3.96 feet; thence 22.45 feet along a curve to the right, having a radius of 20.00 feet, a delta angle of 64°19'15", a chord bearing of N4°55'01"E, and a chord length of 21.29 feet; thence N37°04'38"E, a distance of 29.93 feet; thence 6.58 feet along a curve to the right, having a radius of 20.00 feet, a delta angle of 18°51'29", a chord bearing of N46°30'22"E, and a chord length of 6.55 feet; thence 8.94 feet along a curve to the left, having a radius of 10.00 feet, a delta angle of 51°11'44", a chord bearing of S80°28'50"W, and a chord length of 8.64 feet; thence S54°52'59"W, a distance of 42.31 feet to a point on the Easterly right-of-way line of said South 1st Avenue; thence N35°19'05"W along the Easterly right-of-way line of said South 1st Avenue, a distance of 12.92 feet; thence N51°39'57"E, a distance of 70.21 feet; thence 58.06 feet along a curve to the right, having a radius of 20.00 feet, a delta angle of 166°20'29", a chord bearing of S46°05'37"E, and a chord length of 39.72 feet; thence S37°04'38"W, a distance of 25.00 feet; thence S52°55'22"E, a distance of 10.00 feet; thence S37°04'38"W, a distance of 34.00 feet; thence N52°55'22"W, a distance of 10.00 feet; thence S37°04'38"W, a distance of 22.35 feet to the POINT OF BEGINNING (B) (P.O.B.(B)).



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EXHIBIT A

Page 8 of 10 DATE: 3/31/20

SKETCH SCALE: 1" = 80'

Job # 18816-Exhibits

EXHIBIT "A", PERMANENT AREA 2

PART OF LOTS 5, 6, 7, AND 8 LOCATED IN BLOCK 3, OF THE ASSESSOR'S PLAT OF THE CITY
OF STURGEON BAY, CITY OF STURGEON BAY, COUNTY OF DOOR, STATE OF WISCONSIN.

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC.
W234 N2000 RIDGEVIEW PARKWAY COURT
WAUKESHA, WI 53188

GRANTOR: CITY OF STURGEON BAY
113 SOUTH 1ST AVENUE
CITY OF STURGEON BAY, WI 54235
TAX PARCEL NO. 2811085030501

EASEMENT LEGAL DESCRIPTION CONT.

Also,

Commencing at the Southeast (SE) corner of Section 7, Township 27 North, Range 26 East; thence S88°30'55"W along the South line of said Section 7, a distance of 170.00 feet; thence N01°29'05"W, a distance of 4168.16 feet to the POINT OF BEGINNING (C) (P.O.B.(C)).

Thence N34°44'34"W, a distance of 10.00 feet; thence N54°45'02"E, a distance of 47.05 feet; thence 29.30 feet along a curve to the left, having a radius of 95.00 feet, a delta angle of 17°40'24", a chord bearing of N45°54'50"E, and a chord length of 29.19 feet; thence N37°04'38"E, a distance of 21.43 feet to a point on the Westerly right-of-way line of South 1st Avenue (50 feet wide); thence S35°19'05"E along the Westerly right-of-way line of South 1st Avenue, a distance of 10.49 feet; thence S37°04'38"W, a distance of 18.25 feet; thence 32.39 feet along a curve to the right, having a radius of 105.00 feet, a delta angle of 17°40'24", a chord bearing of S45°54'50"W, and a chord length of 32.26 feet; thence S54°45'02"W, a distance of 47.14 feet to the POINT OF BEGINNING (C) (P.O.B.(C)).

The above described parcels contain 6,307 SqFt / 0.145 acres more or less.



COLEMAN ENGINEERING COMPANY
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EXHIBIT A





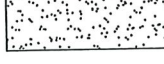
Page 9 of 10 | DATE: 3/31/20

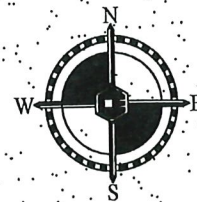
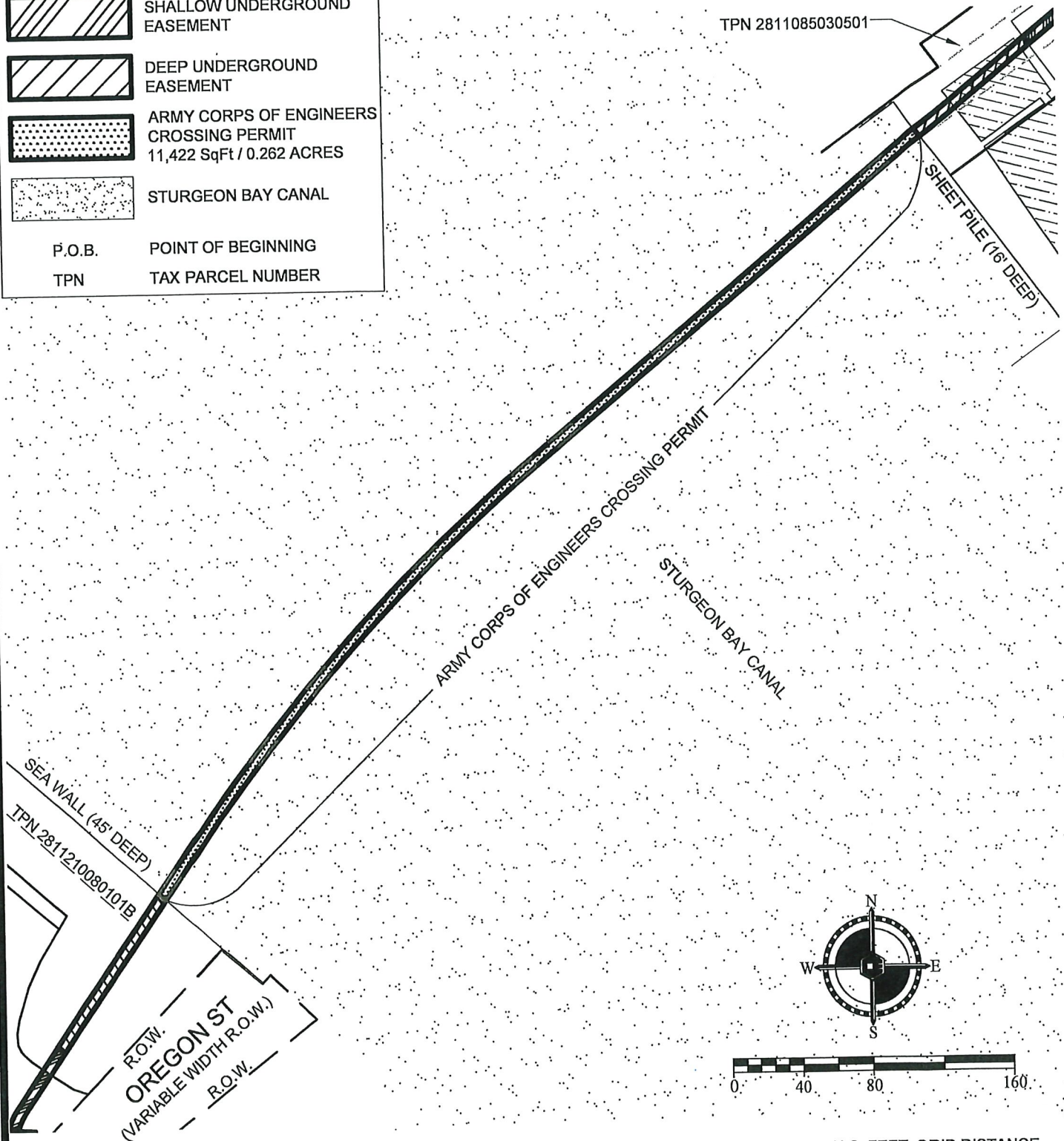
SKETCH SCALE: 1" = 80'

Job # 18816-Exhibits

EXHIBIT "A", ARMY CORPS OF ENGINEERS CROSSING PERMIT

NOTE: THE EXACT LOCATION AND WIDTH OF THE UNDERGROUND EASEMENT AREA WILL BE DETERMINED AND FINALIZED UPON COMPLETION OF PROJECT WITH AN AS-BUILT SURVEY EXHIBIT UPDATE.

LEGEND	
	BUILDING OUTLINE
	SHALLOW UNDERGROUND EASEMENT
	DEEP UNDERGROUND EASEMENT
	ARMY CORPS OF ENGINEERS CROSSING PERMIT 11,422 SqFt / 0.262 ACRES
	STURGEON BAY CANAL
P.O.B.	POINT OF BEGINNING
TPN	TAX PARCEL NUMBER



BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. FEET, GRID DISTANCE



COLEMAN ENGINEERING COMPANY
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EXHIBIT A

Page 10 of 10 | DATE: 3/31/20

SKETCH SCALE: 1" = 150'

Job # 18816-Exhibits



TEMPORARY CONSTRUCTION PERMIT

ATC Line Designation: T-46

OWNER INFORMATION:

City of Sturgeon Bay, C/O Marty Olejniczak, MOlejniczak@sturgeonbaywi.org, (920) 746-6908

For and in consideration of the sum of \$_____ to them paid, the receipt whereof is hereby acknowledged, the undersigned, hereinafter referred to as "Owner", hereby gives and grants unto AMERICAN TRANSMISSION COMPANY LLC ("ATC"), its agents and employees, temporary permission for the purpose of construction of an overhead and underground transmission line facilities known as T-46. Said temporary construction area shall be used for construction and for storage and staging of electric transmission line material and equipment required for the construction of the T-46 project.

Said property is located in the NE ¼ of Section 07, Township 27 North, Range 26 East, City of Sturgeon Bay, Door County, Wisconsin.

The approximate location of said permission area, is as shown on the drawing attached hereto, labeled as Permit Area 1, Primary Area (.705 Acres) and Permit Area 2 (.343 Acres), marked Exhibit "A" and made a part hereof.

The estimated start date of this temporary permission is August 1, 2020 and the estimated completion/restoration date is June 1, 2021. ATC acknowledges this permit shall be for initial construction purposes only and will terminate after the temporary need passes.

ATC agrees to restore or cause to have restored the premises of the Owner as nearly as is reasonably possible to the condition existing prior to the use of said permission area. This permission is given with the condition that Owner will be paid for any and all damage to property resulting from this permission. This is in addition to the temporary permit payment being made at this time.

The undersigned Owner shall not be responsible for any injury to persons or property caused by the permission herein granted.

This permission shall terminate upon construction completion and restoration of the permanent easement and temporary permit areas.

Signature _____ Date _____
Owner: City of Sturgeon Bay, by David J. Ward, Mayor

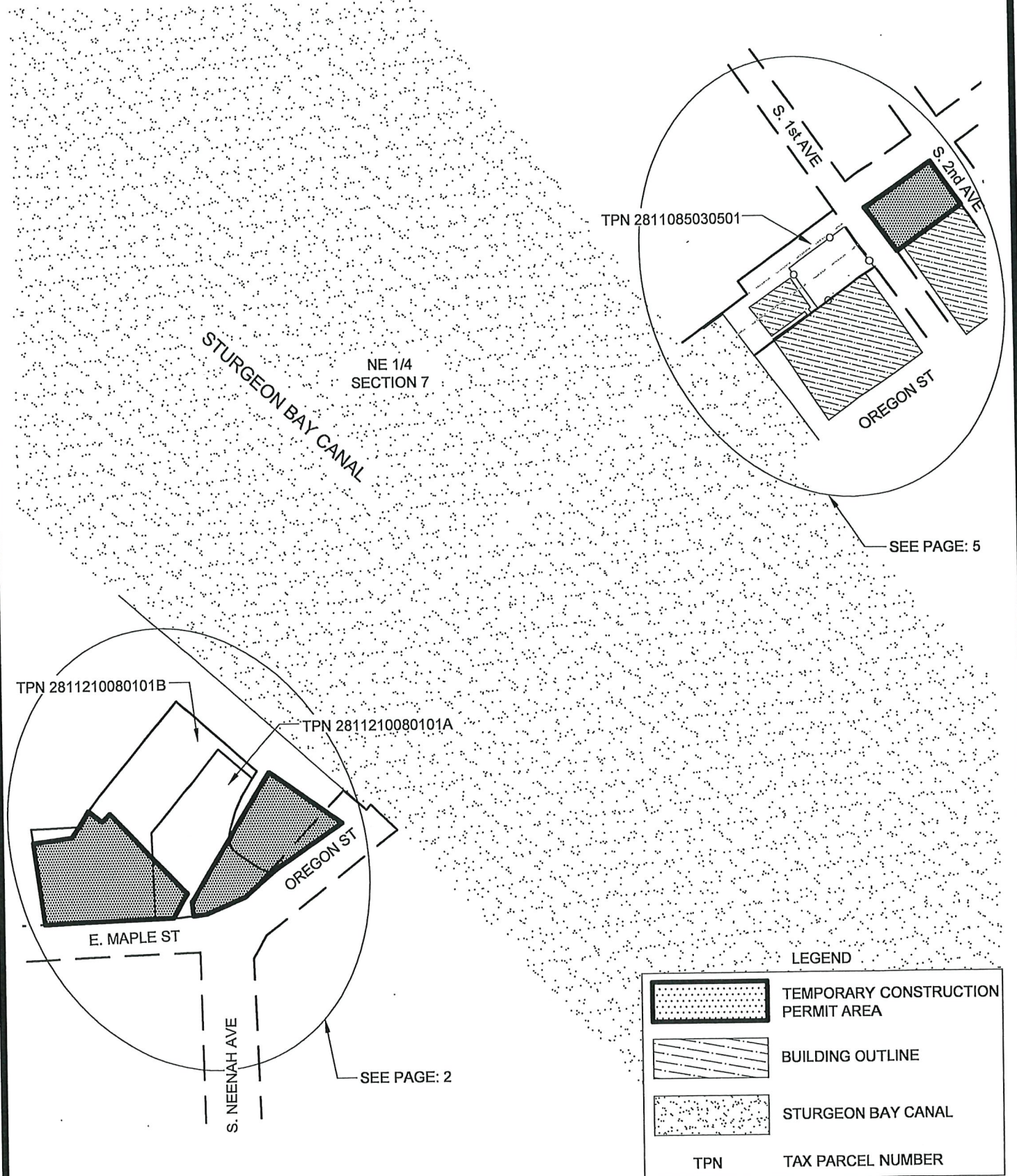
Signature _____ Date _____
Owner: City of Sturgeon Bay, by Stephanie Reinhart, Clerk

The ATC representative responsible for ongoing oversight during construction and restoration is:

Name: Cole Vosters
Title: Project Manager
Phone: Office 920.338.6580, Cell 920.676.7102

ATC Check Number _____ Amount \$ _____ Date _____

EXHIBIT "A" TEMPORARY CONSTRUCTION PERMIT AREA OVERVIEW



COLEMAN ENGINEERING COMPANY
 IRON MOUNTAIN • IRONWOOD • NEGAUNEE • GREEN BAY
www.coleman-engineering.com



EXHIBIT A

Page 1 of 7 DATE: 4/22/20

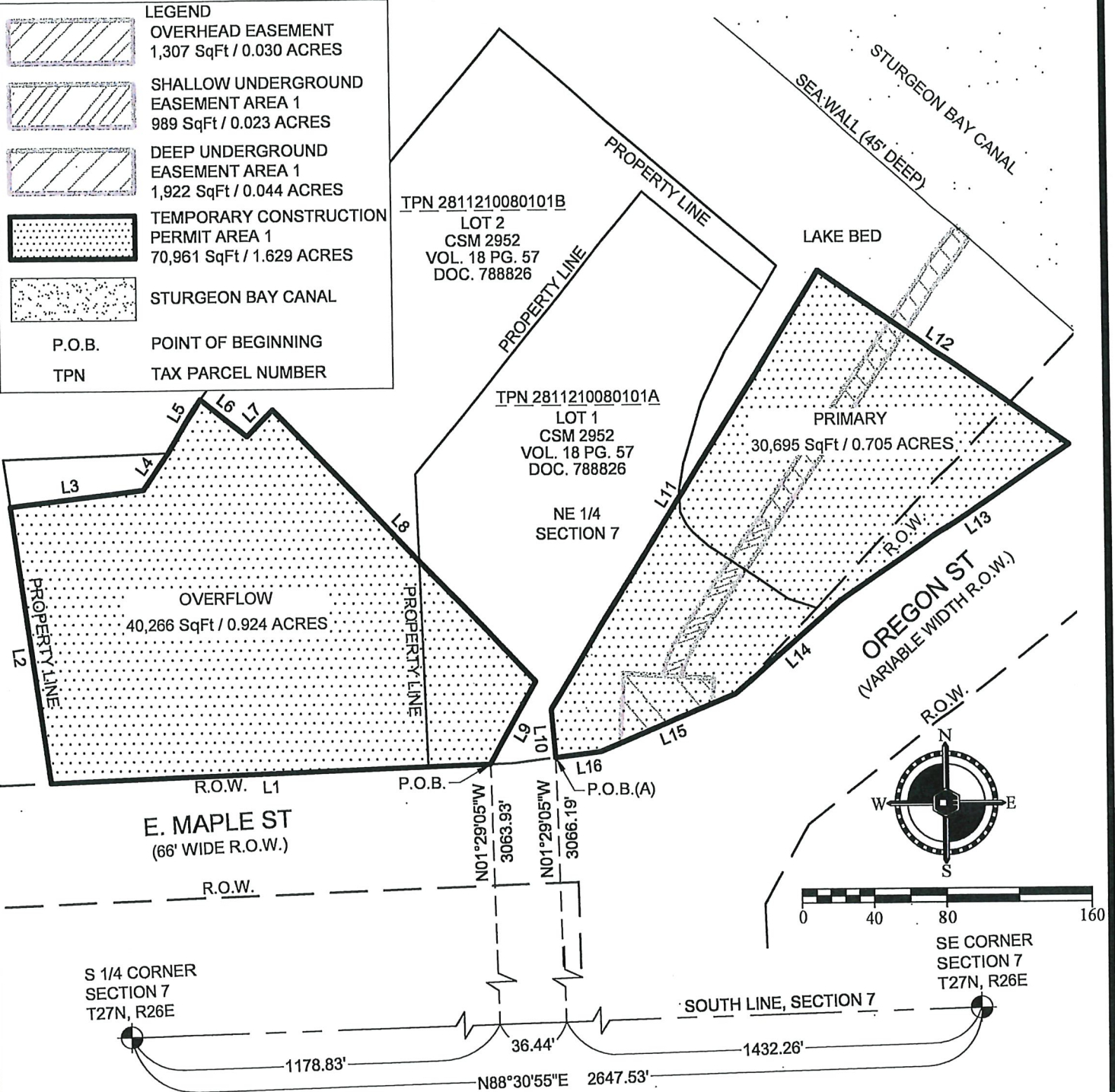
SKETCH SCALE: 1" = 250'

Job # 18816-Exhibits

EXHIBIT "A", TEMPORARY CONSTRUCTION PERMIT AREA 1

PART OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 2952, RECORDED IN THE DOOR COUNTY REGISTER OF DEEDS VOLUME 18 OF CERTIFIED SURVEY MAPS ON PAGE 57 AS DOCUMENT 788826; BEING PART OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 26 EAST, CITY OF STURGEON BAY, COUNTY OF DOOR, STATE OF WISCONSIN

LEGEND	
	OVERHEAD EASEMENT 1,307 SqFt / 0.030 ACRES
	SHALLOW UNDERGROUND EASEMENT AREA 1 989 SqFt / 0.023 ACRES
	DEEP UNDERGROUND EASEMENT AREA 1 1,922 SqFt / 0.044 ACRES
	TEMPORARY CONSTRUCTION PERMIT AREA 1 70,961 SqFt / 1.629 ACRES
	STURGEON BAY CANAL
P.O.B.	POINT OF BEGINNING
TPN	TAX PARCEL NUMBER



GRANTOR: CITY OF STURGEON BAY
100 EAST MAPLE STREET
CITY OF STURGEON BAY, WI 54235
TAX PARCEL NO. 2811210080101A
& 2811210080101B

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC.
W234 N2000 RIDGEVIEW PARKWAY COURT
WAUKESHA, WI 53188

BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. FEET, GRID DISTANCE



COLEMAN ENGINEERING COMPANY
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EXHIBIT A

Page 2 of 7 DATE: 4/22/20

SKETCH SCALE: 1" = 80'

Job # 18816-Exhibits

EXHIBIT "A", TEMPORARY CONSTRUCTION PERMIT AREA 1

PART OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 2952, RECORDED IN THE DOOR COUNTY REGISTER OF DEEDS
VOLUME 18 OF CERTIFIED SURVEY MAPS ON PAGE 57 AS DOCUMENT 788826; BEING PART OF THE NORTHEAST QUARTER (NE
1/4) OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 26 EAST, CITY OF STURGEON BAY, COUNTY OF DOOR, STATE OF WISCONSIN

GRANTOR: CITY OF STURGEON BAY
100 EAST MAPLE STREET
CITY OF STURGEON BAY, WI 54235
TAX PARCEL NO. 2811210080101A
& 2811210080101B

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC.
W234 N2000 RIDGEVIEW PARKWAY COURT
WAUKESHA, WI 53188

Line Table		
Line #	Length	Direction
L1	243.53'	S88° 08' 16"W
L2	152.02'	N07° 52' 12"W
L3	74.45'	N83° 18' 56"E
L4	24.65'	N35° 47' 26"E
L5	33.83'	N31° 04' 14"E
L6	33.07'	S51° 54' 58"E
L7	20.35'	N44° 52' 43"E
L8	207.52'	S43° 54' 29"E
L9	51.78'	S30° 00' 57"W
L10	26.43'	N04° 36' 42"W
L11	281.77'	N32° 25' 17"E
L12	167.03'	S55° 09' 18"E
L13	152.91'	S56° 14' 02"W
L14	76.65'	S49° 25' 23"W
L15	80.75'	S67° 34' 01"W
L16	26.24'	S83° 12' 31"W

BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. FEET, GRID DISTANCE



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EXHIBIT A

Page 3 of 7 DATE: 4/22/20

SKETCH SCALE: N/A

Job # 18816-Exhibits

EXHIBIT "A", TEMPORARY CONSTRUCTION PERMIT AREA 1

PART OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 2952, RECORDED IN THE DOOR COUNTY REGISTER OF DEEDS VOLUME 18 OF CERTIFIED SURVEY MAPS ON PAGE 57 AS DOCUMENT 788826; BEING PART OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 26 EAST, CITY OF STURGEON BAY, COUNTY OF DOOR, STATE OF WISCONSIN

GRANTOR: CITY OF STURGEON BAY
100 EAST MAPLE STREET
CITY OF STURGEON BAY, WI 54235
TAX PARCEL NO. 2811210080101A
& 2811210080101B

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC.
W234 N2000 RIDGEVIEW PARKWAY COURT
WAUKESHA, WI 53188

TEMPORARY EASEMENT LEGAL DESCRIPTION

(Temporary Construction Permit Area 1)

Part of lots 1 and 2 of Certified Survey Map No. 2952, recorded in the Door County Register of Deeds Volume 18 of Certified Survey Maps on Page 57 as Document 788826; being part of the Northeast quarter (NE 1/4) of Section 7, Township 27 North, Range 26 East, City of Sturgeon Bay, County of Door, State of Wisconsin

Commencing at the South quarter (S 1/4) corner of Section 7, Township 27 North, Range 26 East; thence N88°30'55"E along the South line of said Section 7, a distance of 1178.83 feet; thence N01°29'05"W, a distance of 3063.93 feet to a point on the North right-of-way line of East Maple Street (66 feet wide), and the POINT OF BEGINNING (P.O.B.).

Thence S88°08'16"W along the North right-of-way line of said East Maple Street, a distance of 243.53 feet; thence N07°52'12"W along the West property line of the parcel described as Lot 2 of Certified Survey Map No. 2952, recorded in the Door County Register of Deeds Volume 18 of Certified Survey Maps on Page 57 as Document 788826, a distance of 152.02 feet; thence N83°18'56"E, a distance of 74.45 feet; thence N35°47'26"E, a distance of 24.65 feet to a point on the Northwest property line of said parcel; thence N31°04'14"E along the Northwest property line of said parcel, a distance of 33.83 feet; thence S51°54'58"E, a distance of 33.07 feet; thence N44°52'43"E, a distance of 20.35 feet; thence S43°54'29"E, a distance of 207.52 feet; thence S30°00'57"W, a distance of 51.78 feet to a point on the North right-of-way line of said East Maple Street, and the POINT OF BEGINNING (P.O.B.).

The above described easement contains 40,266 SqFt / 0.924 acres more or less.

Also,

Commencing at the South quarter (S 1/4) corner of Section 7, Township 27 North, Range 26 East; thence N88°30'55"E along the South line of said Section 7, a distance of 1215.27 feet; thence N01°29'05"W, a distance of 3066.19 feet to a point on the Northwest right-of-way line of Oregon Street (variable width), and the POINT OF BEGINNING (A) (P.O.B.(A)).

Thence N04°36'42"W, a distance of 26.43 feet; thence N32°25'17"E, a distance of 281.77 feet; thence S55°09'18"E, a distance of 167.03 feet; thence S56°14'02"W, a distance of 152.91 feet; thence S49°25'23"W, a distance of 76.65 feet to a point on the Northwest right-of-way line of said Oregon Street; thence S67°34'01"W along the Northwest right-of-way line of said Oregon Street, a distance of 80.75 feet; thence S83°12'31"W along the Northwest right-of-way line of said Oregon Street, a distance of 26.24 feet to the POINT OF BEGINNING (A) (P.O.B.(A)).

The above described easement contains 30,695 SqFt / 0.705 acres more or less.



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EXHIBIT A

Page 4 of 7 DATE: 4/22/20

SKETCH SCALE: N/A

Job # 18816-Exhibits

ALL OF LOTS 5 AND 6, LOCATED IN BLOCK 3, OF THE ASSESSOR'S PLAT OF THE CITY OF STURGEON BAY, CITY OF STURGEON BAY, COUNTY OF DOOR, STATE OF WISCONSIN.



COLEMAN ENGINEERING COMPANY
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Job # 18816-Exhibits

EXHIBIT "A", TEMPORARY CONSTRUCTION PERMIT AREA 2

ALL OF LOTS 5 AND 6, LOCATED IN BLOCK 3, OF THE ASSESSOR'S PLAT OF THE CITY OF
STURGEON BAY, CITY OF STURGEON BAY, COUNTY OF DOOR, STATE OF WISCONSIN.

GRANTOR: CITY OF STURGEON BAY
113 SOUTH 1ST AVENUE
CITY OF STURGEON BAY, WI 54235
TAX PARCEL NO. 2811085030501

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC.
W234 N2000 RIDGEVIEW PARKWAY COURT
WAUKESHA, WI 53188

Line Table		
Line #	Length	Direction
L17	99.78'	N35° 19' 05"W
L18	149.74'	N54° 41' 06"E
L19	99.95'	S35° 21' 36"E
L20	149.82'	S54° 45' 02"W

BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. FEET, GRID DISTANCE



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EXHIBIT A

Page 6 of 7 DATE: 4/22/20

SKETCH SCALE: N/A

Job # 18816-Exhibits

EXHIBIT "A", TEMPORARY CONSTRUCTION PERMIT AREA 2

ALL OF LOTS 5 AND 6, LOCATED IN BLOCK 3, OF THE ASSESSOR'S PLAT OF THE CITY OF STURGEON BAY, CITY OF STURGEON BAY, COUNTY OF DOOR, STATE OF WISCONSIN.

GRANTOR: CITY OF STURGEON BAY
113 SOUTH 1ST AVENUE
CITY OF STURGEON BAY, WI 54235
TAX PARCEL NO. 2811085030501

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC.
W234 N2000 RIDGEVIEW PARKWAY COURT
WAUKESHA, WI 53188

TEMPORARY EASEMENT LEGAL DESCRIPTION

(Temporary Construction Permit Area 2)

All of Lots 5 and 6, located in Block 3, of the Assessor's Plat of the City of Sturgeon Bay, City of Sturgeon Bay, County of Door, State of Wisconsin.

Commencing at the Southeast (SE) corner of Section 7, Township 27 North, Range 26 East; thence S88°30'55"W along the South line of said Section 7, a distance of 48.27 feet; thence N01°29'05"W, a distance of 4249.54 feet to a point on the Northeast right-of-way line of South 1st Avenue (50 feet wide) and the POINT OF BEGINNING (P.O.B.).

Thence N35°19'05"W along the Northeast right-of-way line of said South 1st Avenue, a distance of 99.78 feet to a point on the Southeast right-of-way line of Nebraska Street (60 feet wide); thence N54°41'06"E along the Southeast right-of-way line of said Nebraska Street, a distance of 149.74 feet to a point on the Southwest right-of-way line of South 2nd Avenue (60 feet wide); thence S35°21'36"E along the Southwest right-of-way line of said South 2nd Avenue, a distance of 99.95 feet to a point on the Southeast property line of the parcel described in the Door County Register of Deeds Volume 505 on Page 726, recorded as Document Number 515446; thence S54°45'02"W along the Southeast property line of said parcel, a distance of 149.82 feet to the POINT OF BEGINNING (P.O.B.).

The above described easement contains 14,958 SqFt / 0.343 acres more or less.



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EXHIBIT A

Page 7 of 7 DATE: 4/22/20

SKETCH SCALE: N/A

Job # 18816-Exhibits



TEMPORARY CONSTRUCTION PERMIT

Overflow Permit Area

ATC Line Designation: T-46

OWNER INFORMATION:

City of Sturgeon Bay, C/O Marty Olejniczak, MOlejniczak@sturgeonbaywi.org, (920) 746-6908

For and in consideration of the sum of \$ _____ to them paid, the receipt whereof is hereby acknowledged, the undersigned, hereinafter referred to as "Owner", hereby gives and grants unto AMERICAN TRANSMISSION COMPANY LLC ("ATC"), its agents and employees, temporary permission for the purpose of construction of an overhead and underground transmission line facilities known as T-46. Said temporary construction area shall be used for construction and for storage and staging of electric transmission line material and equipment required for the construction of the T-46 project.

Said property is located in the NE ¼ of Section 07, Township 27 North, Range 26 East, City of Sturgeon Bay, Door County, Wisconsin.

The approximate location of said permission area, is as shown on the drawing attached hereto, marked Exhibit "A", labeled as the Overflow Permit Area, of Permit Area 1 (.924 Acres) and made a part hereof.

The estimated start date of this temporary permission is August 1, 2020 and the estimated completion/restoration date is June 1, 2021. ATC acknowledges this permit shall be for initial construction purposes only and will terminate after the temporary need passes.

The permission is given with the condition that Owner may need ATC to vacate the Overflow Permit area in permit Area 1 on the west side of the canal prior to May 1, 2021. Owner agrees to provide ATC 30 days prior notice of to vacate. The 30-day vacate notification shall be delivered to ATC's Project Manager, Cole Vosters, via e-mail at cvosters@atcllc.com or to ATC's Real Estate Project Consultant, via e-mail at tkochaver@atcllc.com no later than 30 days prior to the actual required vacation date or sooner, if possible. Owner agrees to provide an alternate permit site in the near vicinity of the Overflow area that will accommodate ATC's permit area in a similar manner.

ATC agrees to restore or cause to have restored the premises of the Owner as nearly as is reasonably possible to the condition existing prior to the use of said permission area. This permission is given with the condition that Owner will be paid for any and all damage to property resulting from this permission. This is in addition to the temporary permit payment being made at this time.

The undersigned Owner shall not be responsible for any injury to persons or property caused by the permission herein granted.

This permission shall terminate upon construction completion and restoration of the permanent easement and temporary permit areas.

Signature _____ Date _____
Owner, City of Sturgeon Bay, by David J. Ward, Mayor

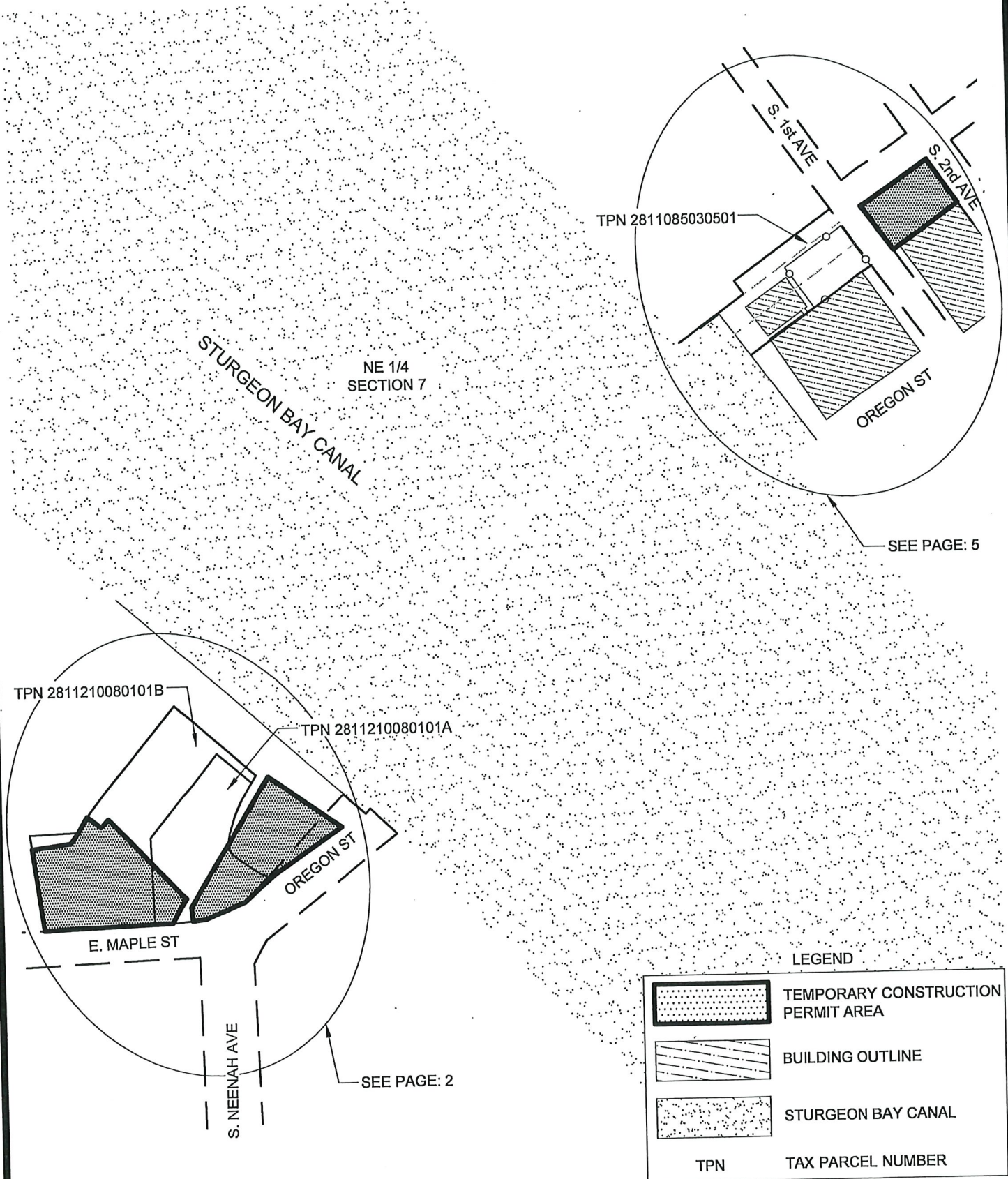
Signature _____ Date _____
Owner, City of Sturgeon Bay, by Stephanie Reinhart, Clerk

The ATC representative responsible for ongoing oversight during construction and restoration is:

_____, Date _____
Name: Cole Vosters
Title: Project Manager
Phone: Office 920.338.6580, Cell 920.676.7102

ATC Check Number _____ Amount \$ _____ Date _____

EXHIBIT "A" TEMPORARY CONSTRUCTION PERMIT AREA OVERVIEW



COLEMAN ENGINEERING COMPANY
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EXHIBIT A

Page 1 of 7 DATE: 4/22/20

SKETCH SCALE: 1" = 250'

Job # 18816-Exhibits

PART OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 2952, RECORDED IN THE DOOR COUNTY REGISTER OF DEEDS VOLUME 18 OF CERTIFIED SURVEY MAPS ON PAGE 57 AS DOCUMENT 788826; BEING PART OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 26 EAST, CITY OF STURGEON BAY, COUNTY OF DOOR, STATE OF WISCONSIN

LEGEND

- OVERHEAD EASEMENT
1,307 SqFt / 0.030 ACRES
- SHALLOW UNDERGROUND EASEMENT AREA 1
989 SqFt / 0.023 ACRES
- DEEP UNDERGROUND EASEMENT AREA 1
1,922 SqFt / 0.044 ACRES
- TEMPORARY CONSTRUCTION PERMIT AREA 1
70,961 SqFt / 1.629 ACRES
- STURGEON BAY CANAL

P.O.B. POINT OF BEGINNING
TPN TAX PARCEL NUMBER

TPN 2811210080101B
LOT 2
CSM 2952
VOL. 18 PG. 57
DOC. 788826

TPN 2811210080101A
LOT 1
CSM 2952
VOL. 18 PG. 57
DOC. 788826

NE 1/4 SECTION 7

OVERFLOW
40,266 SqFt / 0.924 ACRES

PRIMARY
30,695 SqFt / 0.705 ACRES

STURGEON BAY CANAL

SEA WALL (45' DEEP)

LAKE BED

OREGON ST
(VARIABLE WIDTH R.O.W.)

E. MAPLE ST
(66' WIDE R.O.W.)

SOUTH LINE, SECTION 7

S 1/4 CORNER SECTION 7
T27N, R26E

SE CORNER SECTION 7
T27N, R26E

Scale: 0 40 80 160

North Arrow

Property Lines: L1, L2, L3, L4, L5, L6, L7, L8, L9, L10, L11, L12, L13, L14, L15, L16

Points of Beginning: P.O.B., P.O.B.(A)

Measurements: 1178.83', 36.44', 1432.26', 2647.53', 3063.93', 3066.19', 67', 101°29'05"W, 101°29'05"W

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC.
W234 N2000 RIDGEVIEW PARKWAY COURT
WAUKESHA, WI 53188

COLEMAN ENGINEERING COMPANY
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Job # 18816-Exhibits

EXHIBIT "A", TEMPORARY CONSTRUCTION PERMIT AREA 1

PART OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 2952, RECORDED IN THE DOOR COUNTY REGISTER OF DEEDS
VOLUME 18 OF CERTIFIED SURVEY MAPS ON PAGE 57 AS DOCUMENT 788826; BEING PART OF THE NORTHEAST QUARTER (NE
1/4) OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 26 EAST, CITY OF STURGEON BAY, COUNTY OF DOOR, STATE OF WISCONSIN

GRANTOR: CITY OF STURGEON BAY
100 EAST MAPLE STREET
CITY OF STURGEON BAY, WI 54235
TAX PARCEL NO. 2811210080101A
& 2811210080101B

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC.
W234 N2000 RIDGEVIEW PARKWAY COURT
WAUKESHA, WI 53188

Line Table		
Line #	Length	Direction
L1	243.53'	S88° 08' 16"W
L2	152.02'	N07° 52' 12"W
L3	74.45'	N83° 18' 56"E
L4	24.65'	N35° 47' 26"E
L5	33.83'	N31° 04' 14"E
L6	33.07'	S51° 54' 58"E
L7	20.35'	N44° 52' 43"E
L8	207.52'	S43° 54' 29"E
L9	51.78'	S30° 00' 57"W
L10	26.43'	N04° 36' 42"W
L11	281.77'	N32° 25' 17"E
L12	167.03'	S55° 09' 18"E
L13	152.91'	S56° 14' 02"W
L14	76.65'	S49° 25' 23"W
L15	80.75'	S67° 34' 01"W
L16	26.24'	S83° 12' 31"W

BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. FEET, GRID DISTANCE



COLEMAN ENGINEERING COMPANY
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EXHIBIT A

Page 3 of 7 DATE: 4/22/20

SKETCH SCALE: N/A

Job # 18816-Exhibits

EXHIBIT "A", TEMPORARY CONSTRUCTION PERMIT AREA 1

PART OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 2952, RECORDED IN THE DOOR COUNTY REGISTER OF DEEDS VOLUME 18 OF CERTIFIED SURVEY MAPS ON PAGE 57 AS DOCUMENT 788826; BEING PART OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 26 EAST, CITY OF STURGEON BAY, COUNTY OF DOOR, STATE OF WISCONSIN

GRANTOR: CITY OF STURGEON BAY
100 EAST MAPLE STREET
CITY OF STURGEON BAY, WI 54235
TAX PARCEL NO. 2811210080101A
& 2811210080101B

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC.
W234 N2000 RIDGEVIEW PARKWAY COURT
WAUKESHA, WI 53188

TEMPORARY EASEMENT LEGAL DESCRIPTION

(Temporary Construction Permit Area 1)

Part of lots 1 and 2 of Certified Survey Map No. 2952, recorded in the Door County Register of Deeds Volume 18 of Certified Survey Maps on Page 57 as Document 788826; being part of the Northeast quarter (NE 1/4) of Section 7, Township 27 North, Range 26 East, City of Sturgeon Bay, County of Door, State of Wisconsin

Commencing at the South quarter (S 1/4) corner of Section 7, Township 27 North, Range 26 East; thence N88°30'55"E along the South line of said Section 7, a distance of 1178.83 feet; thence N01°29'05"W, a distance of 3063.93 feet to a point on the North right-of-way line of East Maple Street (66 feet wide), and the POINT OF BEGINNING (P.O.B.).

Thence S88°08'16"W along the North right-of-way line of said East Maple Street, a distance of 243.53 feet; thence N07°52'12"W along the West property line of the parcel described as Lot 2 of Certified Survey Map No. 2952, recorded in the Door County Register of Deeds Volume 18 of Certified Survey Maps on Page 57 as Document 788826, a distance of 152.02 feet; thence N83°18'56"E, a distance of 74.45 feet; thence N35°47'26"E, a distance of 24.65 feet to a point on the Northwest property line of said parcel; thence N31°04'14"E along the Northwest property line of said parcel, a distance of 33.83 feet; thence S51°54'58"E, a distance of 33.07 feet; thence N44°52'43"E, a distance of 20.35 feet; thence S43°54'29"E, a distance of 207.52 feet; thence S30°00'57"W, a distance of 51.78 feet to a point on the North right-of-way line of said East Maple Street, and the POINT OF BEGINNING (P.O.B.).

The above described easement contains 40,266 SqFt / 0.924 acres more or less.

Also,

Commencing at the South quarter (S 1/4) corner of Section 7, Township 27 North, Range 26 East; thence N88°30'55"E along the South line of said Section 7, a distance of 1215.27 feet; thence N01°29'05"W, a distance of 3066.19 feet to a point on the Northwest right-of-way line of Oregon Street (variable width), and the POINT OF BEGINNING (A) (P.O.B.(A)).

Thence N04°36'42"W, a distance of 26.43 feet; thence N32°25'17"E, a distance of 281.77 feet; thence S55°09'18"E, a distance of 167.03 feet; thence S56°14'02"W, a distance of 152.91 feet; thence S49°25'23"W, a distance of 76.65 feet to a point on the Northwest right-of-way line of said Oregon Street; thence S67°34'01"W along the Northwest right-of-way line of said Oregon Street, a distance of 80.75 feet; thence S83°12'31"W along the Northwest right-of-way line of said Oregon Street, a distance of 26.24 feet to the POINT OF BEGINNING (A) (P.O.B.(A)).

The above described easement contains 30,695 SqFt / 0.705 acres more or less.



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EXHIBIT A

Page 4 of 7 DATE: 4/22/20

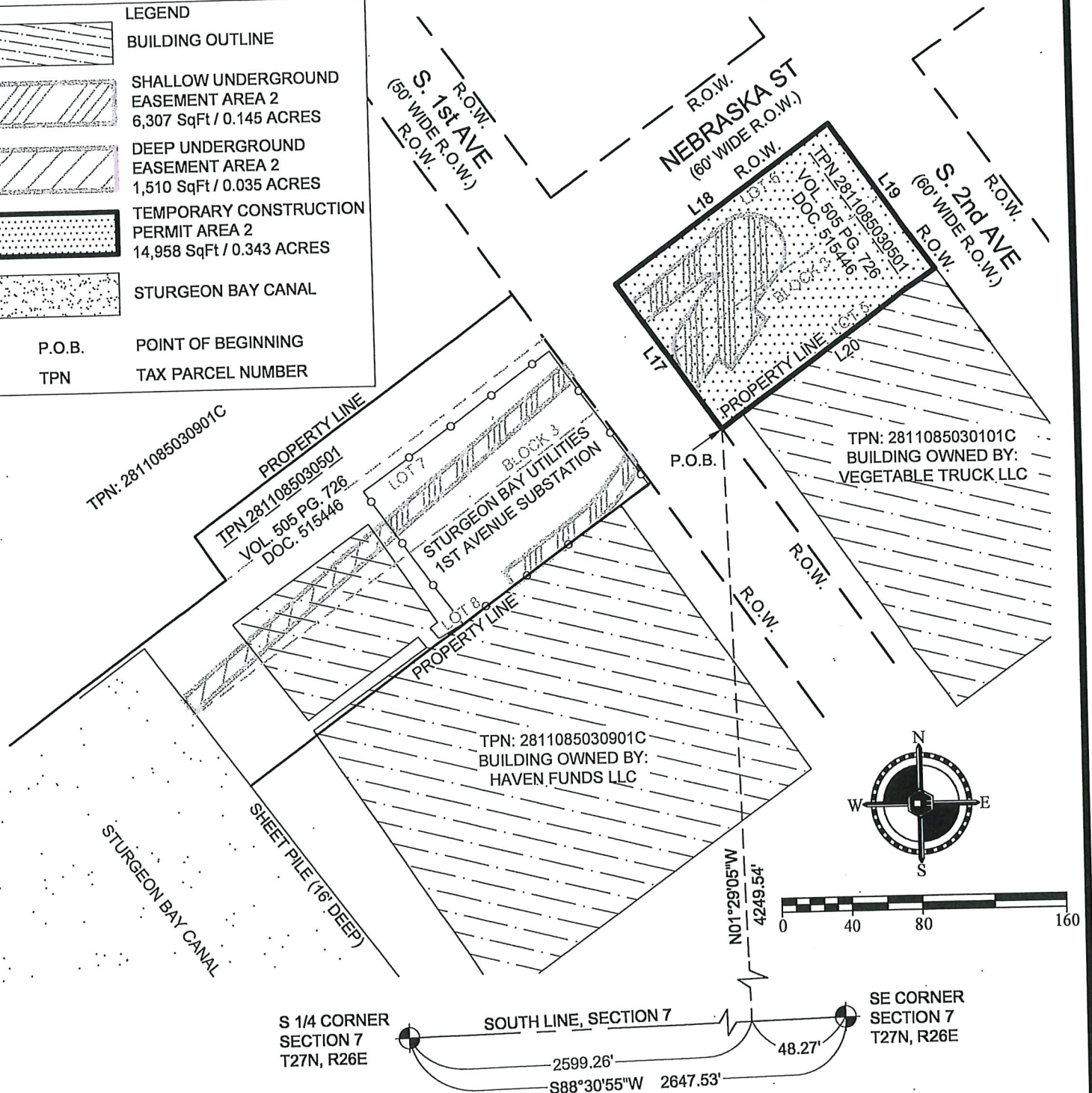
SKETCH SCALE: N/A

Job # 18816-Exhibits

EXHIBIT "A", TEMPORARY CONSTRUCTION PERMIT AREA 2

ALL OF LOTS 5 AND 6, LOCATED IN BLOCK 3, OF THE ASSESSOR'S PLAT OF THE CITY OF STURGEON BAY, CITY OF STURGEON BAY, COUNTY OF DOOR, STATE OF WISCONSIN.

LEGEND	
	BUILDING OUTLINE
	SHALLOW UNDERGROUND EASEMENT AREA 2 6,307 SqFt / 0.145 ACRES
	DEEP UNDERGROUND EASEMENT AREA 2 1,510 SqFt / 0.035 ACRES
	TEMPORARY CONSTRUCTION PERMIT AREA 2 14,958 SqFt / 0.343 ACRES
	STURGEON BAY CANAL
P.O.B.	POINT OF BEGINNING
TPN	TAX PARCEL NUMBER



GRANTEE: AMERICAN TRANSMISSION COMPANY LLC.
W234 N2000 RIDGEVIEW PARKWAY COURT
WAUKESHA, WI 53188

GRANTOR: CITY OF STURGEON BAY
113 SOUTH 1ST AVENUE
CITY OF STURGEON BAY, WI 54235
TAX PARCEL NO. 2811085030501

BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. FEET, GRID DISTANCE



COLEMAN ENGINEERING COMPANY
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EXHIBIT A

Page 5 of 7 DATE: 4/22/20

SKETCH SCALE: 1" = 80'

Job # 18816-Exhibits

EXHIBIT "A", TEMPORARY CONSTRUCTION PERMIT AREA 2

ALL OF LOTS 5 AND 6, LOCATED IN BLOCK 3, OF THE ASSESSOR'S PLAT OF THE CITY OF
STURGEON BAY, CITY OF STURGEON BAY, COUNTY OF DOOR, STATE OF WISCONSIN.

GRANTOR: CITY OF STURGEON BAY
113 SOUTH 1ST AVENUE
CITY OF STURGEON BAY, WI 54235
TAX PARCEL NO. 2811085030501

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC.
W234 N2000 RIDGEVIEW PARKWAY COURT
WAUKESHA, WI 53188

Line Table		
Line #	Length	Direction
L17	99.78'	N35° 19' 05"W
L18	149.74'	N54° 41' 06"E
L19	99.95'	S35° 21' 36"E
L20	149.82'	S54° 45' 02"W

BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. FEET, GRID DISTANCE



COLEMAN ENGINEERING COMPANY
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EXHIBIT A

Page 6 of 7 | DATE: 4/22/20

SKETCH SCALE: N/A

Job # 18816-Exhibits

EXHIBIT "A", TEMPORARY CONSTRUCTION PERMIT AREA 2

ALL OF LOTS 5 AND 6, LOCATED IN BLOCK 3, OF THE ASSESSOR'S PLAT OF THE CITY OF STURGEON BAY, CITY OF STURGEON BAY, COUNTY OF DOOR, STATE OF WISCONSIN.

GRANTOR: CITY OF STURGEON BAY
113 SOUTH 1ST AVENUE
CITY OF STURGEON BAY, WI 54235
TAX PARCEL NO. 2811085030501

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC.
W234 N2000 RIDGEVIEW PARKWAY COURT
WAUKESHA, WI 53188

TEMPORARY EASEMENT LEGAL DESCRIPTION

(Temporary Construction Permit Area 2)

All of Lots 5 and 6, located in Block 3, of the Assessor's Plat of the City of Sturgeon Bay, City of Sturgeon Bay, County of Door, State of Wisconsin.

Commencing at the Southeast (SE) corner of Section 7, Township 27 North, Range 26 East; thence S88°30'55"W along the South line of said Section 7, a distance of 48.27 feet; thence N01°29'05"W, a distance of 4249.54 feet to a point on the Northeast right-of-way line of South 1st Avenue (50 feet wide) and the POINT OF BEGINNING (P.O.B.).

Thence N35°19'05"W along the Northeast right-of-way line of said South 1st Avenue, a distance of 99.78 feet to a point on the Southeast right-of-way line of Nebraska Street (60 feet wide); thence N54°41'06"E along the Southeast right-of-way line of said Nebraska Street, a distance of 149.74 feet to a point on the Southwest right-of-way line of South 2nd Avenue (60 feet wide); thence S35°21'36"E along the Southwest right-of-way line of said South 2nd Avenue, a distance of 99.95 feet to a point on the Southeast property line of the parcel described in the Door County Register of Deeds Volume 505 on Page 726, recorded as Document Number 515446; thence S54°45'02"W along the Southeast property line of said parcel, a distance of 149.82 feet to the POINT OF BEGINNING (P.O.B.).

The above described easement contains 14,958 SqFt / 0.343 acres more or less.



COLEMAN ENGINEERING COMPANY
IRON MOUNTAIN • IRONWOOD • NEGAUNEE • GREEN BAY
www.coleman-engineering.com



EXHIBIT A

Page 7 of 7 DATE: 4/22/20

SKETCH SCALE: N/A

Job # 18816-Exhibits



METROPOLITAN APPRAISAL

LITIGATION & CONDEMNATION SPECIALISTS

East Side

May 4, 2020

Ms. Teresa Kochaver
American Transmission Company
801 O'Keefe Road
De Pere, WI 54115

RE: ATC 69-kV Line T-46 Replacement
113 S. 1st Avenue
City of Sturgeon Bay, Door, Wisconsin

Dear Ms. Kochaver:

As requested, Metropolitan Appraisal, LLC has prepared an appraisal report of the above referenced property (subject). The subject is a 1.15-acre site located at 113 S. 1st Avenue in the City of Sturgeon Bay, Door County, Wisconsin. The appraisal is to be used by American Transmission Company (ATC) in connection with the acquisition of a high voltage transmission line (HVTL) perpetual easement consisting of: a 6,306 square foot shallow underground easement, and 1,510 square foot deep underground easement. Collectively these perpetual easements are referred to as the "Easement." The total Easement size is 7,816 square feet. American Transmission Company is also acquiring a 14,958 square foot temporary construction easement (TCE).

The subject with the Easement in place is referred to as the "Remainder." The subject values before the Easement and after the Easement are referred to as the "Before Value" and "After Value," respectively. Likewise, the terms "Before Condition" and "After Condition" are used throughout the report. The effective date of value is March 31, 2020, concurrent with the date of inspection.

The real estate appraisal is prepared in conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP). The depth of discussion contained in the report is specific to the needs of the client and for the intended use stated. The appraiser is not responsible for unauthorized use of this report.

Based on the inspection, analysis of pertinent market data and the attached assumptions and limiting conditions of the report, the appraisal conclusions as of March 31, 2020 are as follows:

BEFORE VALUE
\$200,000

AFTER VALUE
\$162,000

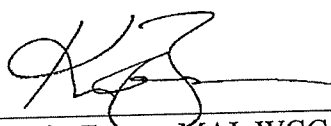
DAMAGES
\$38,000

TCE LOSS
\$4,900

TOTAL DAMAGES
\$42,900

Thank you for using the services of our firm.

Respectfully submitted,
METROPOLITAN APPRAISAL, LLC



Kevin Zarem, MAI, WCGA #598
Expires: December 14, 2021

Signed: May 4, 2020



METROPOLITAN APPRAISAL

LITIGATION & CONDEMNATION SPECIALISTS

West side

May 4, 2020

Ms. Teresa Kochaver
American Transmission Company
801 O'Keefe Road
De Pere, WI 54115

RE: ATC 69-kV Line T-46 Replacement
92 E. & 100 E. Maple Street
City of Sturgeon Bay, Door, Wisconsin

Dear Ms. Kochaver:

As requested, Metropolitan Appraisal, LLC has prepared an appraisal report of the above referenced property (subject). The subject is a 2.55-acre site located at 92 E. & 100 E. Maple Street in the City of Sturgeon Bay, Door County, Wisconsin. The appraisal is to be used by American Transmission Company (ATC) in connection with the acquisition of a high voltage transmission line (HVTL) perpetual easement consisting of: a 989 square foot shallow underground easement, a 1,922 square foot deep underground easement, and 1,307 square foot overhead easement. Collectively these perpetual easements are referred to as the "Easement." The total Easement size is 4,218 square feet. American Transmission Company is also acquiring a 70,961 square foot temporary construction easement (TCE).

The subject with the Easement in place is referred to as the "Remainder." The subject values before the Easement and after the Easement are referred to as the "Before Value" and "After Value," respectively. Likewise, the terms "Before Condition" and "After Condition" are used throughout the report. The effective date of value is March 31, 2020, concurrent with the date of inspection.

The real estate appraisal is prepared in conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP). The depth of discussion contained in the report is specific to the needs of the client and for the intended use stated. The appraiser is not responsible for unauthorized use of this report.

Based on the inspection, analysis of pertinent market data and the attached assumptions and limiting conditions of the report, the appraisal conclusions as of March 31, 2020 are as follows:

BEFORE VALUE
\$528,000

AFTER VALUE
\$505,000

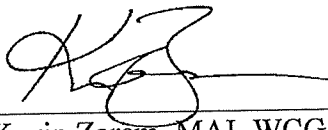
DAMAGES
\$23,000

TCE LOSS
\$27,600

TOTAL DAMAGES
\$50,600

Thank you for using the services of our firm.

Respectfully submitted,
METROPOLITAN APPRAISAL, LLC



Kevin Zarem, MAI, WCGA #598
Expires: December 14, 2021

Signed: May 4, 2020

EXECUTIVE SUMMARY

Title: Release of Utility Easement – Property South of Georgia Street

Background: Hill Crest Court, Inc. (Fran Shefchik, principal) owns land between Iowa Street and Georgia Street to the east of Thunder Hill Estates Manufactured Home Park. They have proposed sell 2.23 acres to the City at a price \$20,000 provided the land is used for stormwater management purposes. The Common Council is considering whether to purchase the parcel and will make its decision under a separate agenda item.

One issue related to this purchase and potential future storm pond involves a 12-foot wide utility easement that runs across the property. This easement was created when the land was split by a certified survey map several decades ago. The easement is vacant and is no longer needed to service this property or surrounding properties with utilities. It interferes with the construction of the pond. Therefore, this easement should be eliminated.

The City Attorney has drafted a Release of Utility Easement document. The Common Council can approve this release and after recording it, the easement will be officially eliminated. It is noted that even if the City elects not to purchase the property, this utility easement should be released so as to not burden the property unnecessarily.

Fiscal Impact: There is a nominal cost to draft the Release of Utility Easement document and record it.

Recommendation: Approve the Release of Utility Easement as presented.

Prepared by: Martin Olejniczak
Martin Olejniczak, Community Development Director

5/14/2020
Date

Reviewed by: _____
Chad Shefchik, City Engineer

Date

Reviewed by: _____
Josh Van Lieshout, City Administrator

Date

RELEASE OF UTILITY EASEMENT

The City of Sturgeon Bay, by its authorized officers, does hereby release any rights, title or interest in the 12 foot by 153.90 foot utility easement running east to west in through the southernmost portion of Tract 1 of Certified Survey Map No. 421 recorded as Document No. 13401 and the northernmost portion of Tract 1 of Certified Survey Map No. 420, recorded as Document No. 513040 and as further identified and described in the Site Plan Release of Easement which identifies such area as the Utility Easement to be Released and is attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF Grantor has set their hands and seals this _____ day of _____, 2020.

Return to:
City Administrator
City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI 54235

Tax Parcel No.: 2813621162701

CITY OF STURGEON BAY

By: _____
David J. Ward, Mayor

By: _____
Stephanie L. Reinhardt, City Clerk

State of Wisconsin)
) ss.
Door County)

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

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

This instrument was drafted by:
Attorney James M. Kalny
Davis & Kuelthau, s.c.
318 South Washington Street, Suite 300
Green Bay, WI 54301

[illegible]

Commencing at the southwest corner of said Tract 1 of Certified Survey No. 421, thence S 89°28'42" E along the southerly line of said Tract 1 6 feet to the point of beginning, thence N 00°29' W 6 feet, thence S 89°28'42" E to the intersection with a line parallel to and westerly 15 feet from the easterly line of said Tract 1, thence S 00°26' W 12 feet, thence N 89°28'42" W to the intersection with a line parallel to and easterly 6 feet from the westerly line of said Tract 1, thence N 00°29' W 6 feet to the point of beginning.

APRIL, 2020