



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA  
TUESDAY, FEBRUARY 16, 2021  
6:00 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 – \$354,830.47, Capital Fund - \$5,740.78, Cable TV - \$2,184.71, TID #4 – \$4,005.30, and Solid Waste Enterprise Fund - \$15,547.56 for a grand total of \$382,308.82. [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 2/2/21 regular Common Council minutes.

\* b. Place the following minutes on file:

- (1) Community Protection & Services Committee – 1/7/21
- (2) City Plan Commission – 1/20/21
- (3) Finance/Purchasing & Building Committee – 1/26/21
- (4) Parking & Traffic Committee – 1/26/21

\* c. Consideration of: Approval of beverage operator license.

\* d. Community Protection & Services Committee recommendation re: Approve amendments to Section 6.18 of the Fire Prevention Code related to variances, as presented.

\* e. Finance/Purchasing & Building Committee recommendation re: Approve quote with APEX Safety and Compliance for \$14,300 for one year of occupational safety training and support.

\* f. Finance/Purchasing & Building Committee recommendation re: Approve requesting an invoice and payment to Charter Communications in the amount of \$25,800 for extension of cable services to Canal Lane; contingent upon all Canal Lane property owners signing repayment agreements.

8. **Mayoral Appointments.**
9. **Finance/Purchasing & Building Committee recommendation re: Approve resolution delaying payment of fee for Combination Class B Beer & Liquor licenses into three installments for 2021-2022 license year.**
10. **Finance/Purchasing & Building Committee recommendation re: Waive Sidewalk Café Permit Fee for 2021.**
11. **Finance/Purchasing & Building Committee recommendation re: Support going forward with the room tax increase from 5.5% to 8%, the 70%/30% revenue allocations and not to support the permit fees.**
12. **Finance/Purchasing & Building Committee recommendation re: Enter into annexation agreement with Fox Valley Storage, Inc. based on the eight parameters outlined in the draft agreement.**
13. **City Administrator report.**
14. **Mayor's report**
15. **Adjourn.**

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 2.12.2021  
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. Indicate the agenda item number that you are planning to provide public comment on. Public Comment will be restricted to Agenda Items only.
- 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

REVISED: 6/2/20

CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 02/16/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
<b>GENERAL FUND</b>				
<b>GENERAL FUND</b>				
<b>LIABILITIES</b>				
19610	RICHARD STUEWER	01/21 INS REIMBURSE/STUEWER	01-000-000-21530	338.82
19610		12/20 INS REIMBURSE/STUEWER	01-000-000-21530	324.66
R0001677	AMERICAN TRANSMISSION CO., LLC	SO-043-18 PERMIT REFUND/ATC	01-000-000-23160	440.00
<b>TOTAL LIABILITIES</b>				<b>1,103.48</b>
<b>BALLFIELD LIGHTING</b>				
WPPI ENG	WPPI ENERGY	02/21 ATHLETIC FLD LIGHT PRJCT	01-000-981-70000	1,365.39
<b>TOTAL BALLFIELD LIGHTING</b>				<b>1,365.39</b>
<b>TOTAL GENERAL FUND</b>				<b>2,468.87</b>
<b>CITY COUNCIL</b>				
03133	CELLCOM WISCONSIN RSA 10	01/21 3 ALDER CELLPHONES	01-105-000-58999	118.31
<b>TOTAL</b>				<b>118.31</b>
<b>TOTAL CITY COUNCIL</b>				<b>118.31</b>
<b>LAW/LEGAL</b>				
16555	PINKERT LAW FIRM, LLP	12/20 TRAFFIC MATTERS	01-110-000-55010	1,260.00
16555		12/20 NUISANCE PROP/E HORNER	01-110-000-55010	90.00
16555		12/20 NUISANCE PROP/R WILBER	01-110-000-55010	90.00
<b>TOTAL</b>				<b>1,440.00</b>
<b>TOTAL LAW/LEGAL</b>				<b>1,440.00</b>
<b>CITY CLERK-TREASURER</b>				
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	DESK CALENDARS	01-115-000-51950	89.88
BUBRICKS		CREDIT RETURN DESK CALENDARS	01-115-000-51950	-89.88
BUBRICKS		INK REFL/LABELS/BOXES/BATTERY	01-115-000-51950	365.48
R0001675	DAWN LAPERE	SUBPOENA FEE/LAPERE	01-115-000-56350	16.80
R0001676	CHRISTOPHER LEFEVRE	SUBPOENA FEE	01-115-000-56350	16.80
<b>TOTAL</b>				<b>399.08</b>
<b>TOTAL CITY CLERK-TREASURER</b>				<b>399.08</b>
<b>COMPUTER</b>				
03101	CDW GOVERNMENT, INC.	3 LOGITECH WEB CAMERAS/DPW	01-125-000-55550	78.15
03101		3 SETS EXTERNAL SPEAKERS/DPW	01-125-000-55550	29.46
04696	DOOR COUNTY TREASURER	01/21 IS INTERNET USAGE	01-125-000-55550	100.00
04696		2021 1ST QTR SOFTWARE MAINT	01-125-000-55550	7,297.11
04696		01/21 TECH SUPPORT	01-125-000-55550	2,500.00
04696		01/21 4G INTERNET	01-125-000-55550	375.00
04696		2020 4TH QTR FIBER LOCATES	01-125-000-55550	1,309.81



DATE: 02/09/1921  
TIME: 14:06:20  
ID: AP443ST0.WOW

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
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GENERAL FUND				
04696		3 WYSE CLIENTS	01-125-000-55550	345.00
		TOTAL		12,034.53
		TOTAL COMPUTER		12,034.53
CITY ASSESSOR				
ASSO APP	ASSOCIATES APPRAISAL	02/21 CONTRACT	01-130-000-55010	4,916.67
		TOTAL		4,916.67
		TOTAL CITY ASSESSOR		4,916.67
BUILDING/ZONING CODE ENFORCEMENT				
DCI	DOOR COUNTY INSPECTIONS, LLC	01/21 PERMITS	01-140-000-55010	5,841.58
		TOTAL		5,841.58
		TOTAL BUILDING/ZONING CODE ENFORCEMENT		5,841.58
CITY HALL				
03159	SPECTRUM	01/21 FIRE CABLE SVC	01-160-000-58999	138.26
04575	DOOR COUNTY HARDWARE	CHAIN JACK/HOOK	01-160-000-55300	16.29
04575		BATTERY	01-160-000-51850	15.99
04575		WALLPLATE/BOX SWITCH	01-160-000-51400	9.74
VIKING	VIKING ELECTRIC SUPPLY, INC	BULBS	01-160-000-51850	82.20
VIKING		LED BULBS	01-160-000-51850	129.12
		TOTAL		391.60
		TOTAL CITY HALL		391.60
INSURANCE				
MCCLONE	MCCLONE AGENCY, INC	03/21 WORK COMP	01-165-000-58750	10,551.00
MCCLONE		03/21 GEN LIABILITY	01-165-000-56400	3,253.00
MCCLONE		03/21 POLICE LIABILITY	01-165-000-57150	1,411.00
MCCLONE		03/21 PUBLIC OFFL LIABILITY	01-165-000-57400	1,235.00
MCCLONE		03/21 CYBER LIABILITY	01-165-000-55450	286.00
MCCLONE		03/21 AUTO LIABILITY	01-165-000-55200	1,999.00
MCCLONE		03/21 AUTO PHYSICAL DAMAGE	01-165-000-55200	1,464.00
		TOTAL		20,199.00
		TOTAL INSURANCE		20,199.00
GENERAL EXPENDITURES				

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
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GENERAL FUND				
04549	DOOR COUNTY ECONOMIC DEVELOPME	LIVE STURGEON BAY PROJECT	01-199-000-57000	5,355.00
04696	DOOR COUNTY TREASURER	2021 ANNUAL WISNET FEE	01-199-000-58200	428.00
04696		01/21 CITY HALL PHONE SVC	01-199-000-58200	112.48
04696		01/21 FIRE PHONE SVC	01-199-000-58200	37.17
04696		01/21 DPW PHONE SVC	01-199-000-58200	23.82
04696		01/21 POLICE PHONE SVC	01-199-000-58200	52.14
MILLIMAN	MILLIMAN, INC	GASB 74 & 75/2020 & 2021 REPR	01-199-000-57000	2,800.00
TOTAL				8,808.61
TOTAL GENERAL EXPENDITURES				8,808.61
POLICE DEPARTMENT				
04150	DEJARDIN CLEANERS LLC	LAUNDER UNIFORM/BRINKMAN	01-200-000-56800	8.00
15890	PACK AND SHIP PLUS	SHIPPING-AMERICAN DIVING	01-200-000-57250	48.11
23578	WISCONSIN CHIEF OF POLICE ASSN	2021 MMBRSHIP RENEW/BRINKMAN	01-200-000-56000	80.00
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	ASSORTED OFFICE SUPPLIES	01-200-000-51950	69.94
US BANK	US BANK EQUIPMENT FINANCE	RICOH COPIER 12 OF 48	01-200-000-55650	205.50
US BANK		COPY OVERAGES	01-200-000-55650	29.17
TOTAL				440.72
TOTAL POLICE DEPARTMENT				440.72
POLICE DEPARTMENT/PATROL				
03133	CELLCOM WISCONSIN RSA 10	01/21 CRADELPOINT SEC CAMERA	01-215-000-58999	62.97
04590	HUMANE SOCIETY	2021 1ST QTR ANIMAL CONTROL	01-215-000-55100	3,750.00
06650	GALLS, AN ARAMARK COMPANY	UNIFORM PANTS/CRABB	01-215-000-52900	149.20
14875	NWTC GREEN BAY	LESB COURSE REG/ALBERTSON	01-215-000-55600	195.00
14875		LESB COURSE REG/BILODEAU	01-215-000-55600	195.00
21450	THE UNIFORM SHOPPE	UNIFORM/ALBERTSON	01-215-000-52900	171.90
21450		UNIFORM/DADAM	01-215-000-52900	223.65
21450		UNIFORM/ALBERTSON	01-215-000-52900	259.97
DASH	DASH MEDICAL GLOVES, INC	CSE LRG NITRILE GLOVES	01-215-000-54999	300.90
DASH		CSE XLG NITRILE GLOVES	01-215-000-54999	300.90
ENGEBOSE	KYLE ENGEBOSE	TRAINING MEAL EXPENSE/ENGEBOSE	01-215-000-55600	40.44
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	SQUAD 30 MAINTENANCE	01-215-000-58600	39.42
JIM FORD		SQUAD 10 MAINTENANCE	01-215-000-58600	47.00
TOTAL				5,736.35
TOTAL POLICE DEPARTMENT/PATROL				5,736.35
POLICE DEPT. / INVESTIGATIONS				
ACCURINT	LEXISNEXIS RISK SOLUTIONS	01/21 CONTRACT FEE	01-225-000-57950	105.00
TOTAL				105.00
TOTAL POLICE DEPT. / INVESTIGATIONS				105.00

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
FIRE DEPARTMENT				
06650	GALLS, AN ARAMARK COMPANY	UNIFORM PARTS	01-250-000-52900	92.90
15890	PACK AND SHIP PLUS	SHIPPING-TRIDENT EMER RETURN	01-250-000-54999	48.95
20725	T R COCHART TIRE CENTER	E4 TIRE REMOUNT	01-250-000-53000	80.00
23730	WPS	01/21 656 S OXFORD AVE-WS FIRE	01-250-000-56600	226.70
DOOREMER	DOOR COUNTY EMERGENCY SERVICES	REHAB FOOD	01-250-000-54999	294.56
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	SUSPENSION/CH10	01-250-000-53000	822.28
PREVEA	PREVEA HEALTH OCCUPTNL HEALTH	EMPLOYEE PHYSICALS	01-250-000-57100	498.25
TOTAL				2,063.64
TOTAL FIRE DEPARTMENT				2,063.64
SNOW REMOVAL				
SNOW REMOVAL				
02835	BROOKS TRACTOR, INC	BUMPER	01-410-000-51400	154.09
02835		TOGGLE	01-410-000-51400	62.44
02835		SEAT/SUSPENSION	01-410-000-51400	77.64
02835		SHIPPING	01-410-000-51400	15.91
06012	FASTENAL COMPANY	STYLE CUT TIP	01-410-000-51400	29.97
06012		RATCHET BIND	01-410-000-51400	51.17
06012		RATCHET BIND	01-410-000-51400	51.17
19959	SUPERIOR CHEMICAL CORP	14 BOXES ICE MELT	01-410-000-52400	468.02
19959		FREIGHT	01-410-000-52400	69.44
R0000655	TRANSMOTION, LLC	10 NIPPLES @ 27.17	01-410-000-51400	271.70
R0000655		10 COUPLERS @ 62.43	01-410-000-51400	624.30
R0000655		SHIPPING	01-410-000-51400	16.87
TOTAL SNOW REMOVAL				1,892.72
TOTAL SNOW REMOVAL				1,892.72
STREET SIGNS AND MARKINGS				
04575	DOOR COUNTY HARDWARE	SUPPLY HOSE	01-420-000-52100	9.29
13360	MENARDS-GREEN BAY EAST	RATCHET STRAPS	01-420-000-52550	7.99
13360		LUMBER	01-420-000-52550	863.40
13360		REBATE	01-420-000-52550	-69.52
13360		REBATE	01-420-000-52550	-36.73
TOTAL				774.43
TOTAL STREET SIGNS AND MARKINGS				774.43
STREET MACHINERY				
04545	DOOR COUNTY COOPERATIVE/NAPA	CHAIN SAW FUEL	01-450-000-52150	82.78
04545		HYDRAULIC OIL	01-450-000-52150	94.02
04545		V220C 100Z FLUID	01-450-000-52150	47.90
04575	DOOR COUNTY HARDWARE	RAKE	01-450-000-52150	5.00
04575		16" TOOLBOX	01-450-000-52700	14.99
04575		SPRAY PAINT	01-450-000-51400	29.94
04575		BYPASS LOPPER	01-450-000-52700	29.99
04575		FASTENERS	01-450-000-52150	28.24

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CITY OF STURGEON BAY  
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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
04575		HANDLES	01-450-000-52150	28.77
04575		HITCH PIN CLIP	01-450-000-52150	2.97
04575		BATTERY	01-450-000-52150	25.98
04575		FENCE STAPLES	01-450-000-52150	5.99
04575		BAR & CHAIN OIL	01-450-000-52700	15.95
04696	DOOR COUNTY TREASURER	TRUCK TOWING TO SHOP	01-450-000-58600	151.69
06012	FASTENAL COMPANY	HARDWARE	01-450-000-53000	90.33
06012		MIDLINK	01-450-000-53000	27.98
08225	HERLACHE SMALL ENGINE	BAR	01-450-000-52150	62.59
08225		CREDIT RETURN	01-450-000-52150	-57.90
08225		CHAINS	01-450-000-52150	53.90
08225		18" CHAINSAW BAR	01-450-000-52150	62.59
11545	MAPLE STREET SIGN CO.	DECALS #35	01-450-000-52150	215.65
13655	MONROE TRUCK EQUIPMENT, INC	THUMB SCREW	01-450-000-52150	7.64
19070	SCHARTNER IMPLEMENT INC	CHAIN	01-450-000-52150	127.17
20725	T R COCHART TIRE CENTER	FLAT	01-450-000-53000	20.00
20725		FLAT	01-450-000-53000	40.00
ADVAUTO	GENERAL PARTS DISTRIBTION LLC	BRAKE CLEANER	01-450-000-52150	47.76
ADVAUTO		LOADER SEAT	01-450-000-52150	162.00
APPLIED	APPLIED INDUSTRIALTECH INC	3/4" F-3/4" M ADAPTOR	01-450-000-52700	40.96
APPLIED		1/2" F-3/4" M ADAPTOR	01-450-000-52700	23.47
APPLIED		SHIPPING	01-450-000-52700	12.14
FLEETPRI	FLEETPRIDE	AIR TUBE NYLON	01-450-000-53000	83.88
QUALITY	QUALITY TRUCK CARE CENTER INC	4 BATTERIES & CORE	01-450-000-53000	386.80
VERMEER	VERMEER WISCONSIN, INC	10 POCKET FORGED TEETH	01-450-000-52150	102.00
VERMEER		10 POCKET FORGED TEETH	01-450-000-52150	104.00
VERMEER		10 SCREWS	01-450-000-52150	25.20
VERMEER		FREIGHT	01-450-000-52150	26.64
TOTAL				2,229.01
TOTAL STREET MACHINERY				2,229.01
CITY GARAGE				
04575	DOOR COUNTY HARDWARE	SUPPLIES	01-460-000-52350	8.68
04575		FOAM SEALANT	01-460-000-55300	17.98
06012	FASTENAL COMPANY	BATTERIES	01-460-000-54999	50.06
APPLIED	APPLIED INDUSTRIALTECH INC	3/4" -1" ADAPTOR	01-460-000-52700	57.09
APPLIED		1/2" ADAPTOR	01-460-000-52700	17.40
APPLIED		NUT & BOLT GAUGE	01-460-000-52700	4.36
APPLIED		SHIPPING	01-460-000-52700	14.86
TOTAL				170.43
TOTAL CITY GARAGE				170.43
HIGHWAYS - GENERAL				
YOUNK	RYAN YOUNK	SAFETY CLOTHING REIMB/YOUNK	01-499-000-56800	230.25
TOTAL				230.25
TOTAL HIGHWAYS - GENERAL				230.25



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INVOICES DUE ON/BEFORE 02/16/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
PARK & RECREATION ADMIN				
17700	QUILL CORPORATION	OFFICE SUPPLIES	01-500-000-51950	11.69
CASE COM	CASE COMMUNICATIONS	AD SEASONAL HELP	01-500-000-57450	238.80
SWANK	SWANK MOTION PICTURES, INC	6 MOVIES IN THE PARK	01-500-000-52250	3,995.00
TOTAL				4,245.49
TOTAL PARK & RECREATION ADMIN				4,245.49
PARKS AND PLAYGROUNDS				
03025	CAPTAIN COMMODES INC	2 PORT A POTTI RENTALS	01-510-000-58999	180.00
04575	DOOR COUNTY HARDWARE	SUPPLIES	01-510-000-52550	18.98
04575		RECEPT GRND DPLX	01-510-000-51350	3.59
04575		FILLER/SANDISC/ROLLER/PAINT	01-510-000-51800	78.14
04575		GRAB BAR/FASTENERS	01-510-000-51350	40.49
04575		KEYS	01-510-000-52550	7.96
04575		PVC J BEND	01-510-000-56250	8.18
04575		TOOL BOX/SCRWDRVER/BIT	01-510-000-52700	65.77
04575		DOOR LOCK/SUPER GLUE	01-510-000-52700	43.98
04575		FASTENERS	01-510-000-56250	1.78
04575		SHOWER HEAD/THREAD SEAL TAPE	01-510-000-52100	23.98
04575		ELBOW/COUPLR/CEMENT	01-510-000-56250	11.36
04575		WASHERS	01-510-000-51850	5.77
06012	FASTENAL COMPANY	HARDWARE	01-510-000-54999	4.79
20725	T R COCHART TIRE CENTER	FLAT TIRE	01-510-000-51900	20.00
23730	WPS	01/21 335 S 14TH AVE-MEM FLD	01-510-000-56600	195.69
EBARKER	ELIZABETH BARKER	WORK PERMIT REIMB/E BARKER	01-510-000-57100	10.00
MBARKER	MALLORY BARKER	WORK PERMIT REIMB/M BARKER	01-510-000-57100	10.00
WARNER	WARNER-WEXEL WHOLESALE &	PAPER PRODUCTS	01-510-000-51850	23.68
TOTAL				754.14
TOTAL PARKS AND PLAYGROUNDS				754.14
ICE RINKS				
04575	DOOR COUNTY HARDWARE	THERMAL DBL LTX GLOVE	01-530-000-52350	12.99
04575		SNOW BLOWER GLOVES	01-530-000-52350	16.99
04575		BUSHING	01-530-000-54999	4.99
TOTAL				34.97
TOTAL ICE RINKS				34.97
MUNICIPAL DOCKS				
23730	WPS	01/21 36 S NEENAH AVE	01-550-000-56600	18.91
TOTAL				18.91
TOTAL MUNICIPAL DOCKS				18.91

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-----				
GENERAL FUND				
EMPLOYEE BENEFITS				
23674	WISCONSIN DEPT OF WORKFORCE	01/21 UNEMPLOYMENT	01-600-000-50370	2,533.65
		TOTAL		2,533.65
		TOTAL EMPLOYEE BENEFITS		2,533.65
PUBLIC FACILITIES				
04696	DOOR COUNTY TREASURER	4TH QTR 2020 MAINTENANCE COSTS	01-700-000-56850	21,965.68
		TOTAL		21,965.68
		TOTAL PUBLIC FACILITIES		21,965.68
		TOTAL GENERAL FUND		99,813.64
CAPITAL FUND				
CITY HALL				
EXPENSE				
04966	EAGLE MECHANICAL INC	TOILET REPAIRS-911 HOUSE	10-160-000-59999	207.24
16737	PORTSIDE BUILDERS INC	PLAN FEE DPW REMODEL	10-160-000-59040	500.00
AAA ASBE	AAA ASBESTOS	ANALYTICAL FEES/ LOCUST ST	10-160-000-59143	2,120.00
AAA ASBE		INSPECTION & REPORT/LOCUST ST	10-160-000-59143	550.00
		TOTAL EXPENSE		3,377.24
		TOTAL CITY HALL		3,377.24
GENERAL EXPENDITURES				
14490	NEENAH FOUNDRY	CASTINGS	10-199-000-51525	1,104.00
		TOTAL		1,104.00
		TOTAL GENERAL EXPENDITURES		1,104.00
PATROL				
PATROL				
11545	MAPLE STREET SIGN CO.	GRAPHICS INSTALL/SQUAD 60	10-215-000-59035	492.54
		TOTAL PATROL		492.54
		TOTAL PATROL		492.54
PARKS AND PLAYGROUNDS				
PARKS AND PLAYGROUNDS				
06580	FOTH AND VAN DYKE	LITTLE LAKE PROJ MGMT	10-510-000-59025	225.00
06580		LABOR	10-510-000-59025	98.00
		TOTAL PARKS AND PLAYGROUNDS		323.00
		TOTAL PARKS AND PLAYGROUNDS		323.00

DATE: 02/09/1921  
TIME: 14:06:20  
ID: AP443ST0.WOW

CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 02/16/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAPITAL FUND				
WATERFRONT PARKS & WALKWAYS				
02130	BAUDHUIN INC	CONSTRUCTION ADMIN-SUNSET PRK	10-570-000-59075	222.00
02130		CONSTRUCTION ADMIN-RAILROAD	10-570-000-59075	222.00
TOTAL				444.00
TOTAL WATERFRONT PARKS & WALKWAYS				444.00
TOTAL CAPITAL FUND				5,740.78
CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
02975	CAMERA CORNER	CABLE/WIRING NEW CAMERAS	21-000-000-59070	503.00
02975		CAMERA UPGRADE COUNCIL CHAMBER	21-000-000-59070	799.00
02975		VIDEO INSTALL COUNCIL CHAMBERS	21-000-000-59070	397.99
02975		VIDEO INSTALL COUNCIL CHAMBERS	21-000-000-59070	350.98
03159	SPECTRUM	01/21 CB MUSIC SVC	21-000-000-58999	40.01
15890	PACK AND SHIP PLUS	CAMERA RETURN SHIPPING	21-000-000-54999	59.60
VIKING	VIKING ELECTRIC SUPPLY, INC	SHIELDED PVC	21-000-000-59070	271.43
VIKING		SHIELDED FEED	21-000-000-59070	60.33
VIKING		LABEL MAKER TAPE	21-000-000-51950	34.13
VIKING		CREDIT RETURN	21-000-000-59070	-331.76
TOTAL CABLE TV / GENERAL				2,184.71
TOTAL CABLE TV / GENERAL				2,184.71
TOTAL CABLE TV				2,184.71
TID #4 DISTRICT				
TID #4 DISTRICT				
TID #4 DISTRICT				
CEDARCO	CEDAR CORPORATION	FESTIVAL WTRFRNT PROJ ENGINEER	28-340-000-58999	4,005.30
TOTAL TID #4 DISTRICT				4,005.30
TOTAL TID #4 DISTRICT				4,005.30
TOTAL TID #4 DISTRICT				4,005.30
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
20725	T R COCHART TIRE CENTER	TIRE CHANGES	60-000-000-52850	120.00
20725		RECAPS	60-000-000-52850	716.00
GFLENVIR	GFL ENVIRONMENTAL, INC	208.12 TON GARBAGE	60-000-000-58300	13,417.51
GFLENVIR		86.79 TON RECYCLING	60-000-000-58350	1,294.05
TOTAL SOLID WASTE ENTERPRISE FUND				15,547.56
TOTAL SOLID WASTE ENTERPRISE FUND				15,547.56
TOTAL SOLID WASTE ENTERPRISE				15,547.56
TOTAL ALL FUNDS				127,291.99

**MANUAL CHECKS**

SUPERIOR VISION INSURANCE	\$738.11
01/27/21	
Check # 88199	
02/21 Vision Insurance	
01-000-000-21540	
DOOR COUNTY TREASURER	\$10,840.19
02/01/2021	
Check # 88203	
Wagener Foreclosure Property Purchase	
10-199-000-59080	
DELTA DENTAL	\$6,156.10
02/01/21	
Check # 88204	
02/21 Dental Insurance	
Various Departmental Accounts	
EFT GROUP INSURANCE	\$135,778.20
02/01/21	
Check # 88204	
02/21 Health Insurance	
Various Departmental Accounts	
WISCONSIN MANAGEMENT CO	\$ 96,298.40
02/03/21	
Check # 88285	
2020 Tax Increment Reimbursement	
28-340-000-550001	
MANN COMMUNICATIONS	\$5,205.83
02/03/21	
Check # 88286	
02/02/21 Contract	
21-000-000-55015	
<b>TOTAL MANUAL CHECKS</b>	<b>\$ 255,016.83</b>



DATE: 02/09/1921  
TIME: 14:06:20  
ID: AP443ST0.WOW

CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

PAGE: 9

INVOICES DUE ON/BEFORE 02/16/2021

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

GENERAL FUND  
CAPITAL FUND  
CABLE TV  
TID #4 DISTRICT  
SOLID WASTE ENTERPRISE

~~99,813.64~~  
~~5,740.78~~  
~~2,184.71~~  
~~4,005.30~~  
~~15,547.56~~

354,830.47

TOTAL --- ALL FUNDS

~~127,291.99~~

382,308.82

Helen Bacon 2/9/2021  
Dan Wisk 2/9/2021

COMMON COUNCIL  
February 2, 2021

A meeting of the Common Council was called to order at 6:02 p.m. by Mayor Ward. The Pledge of Allegiance was recited. Roll call: Bacon, Statz, Williams, Gustafson, Nault, Wiederanders and Reeths were present. Ald. Bacon, Statz, Williams, Gustafson, Nault, and Reeths and Mayor Ward appeared in person. Ald. Wiederanders appeared virtually via Zoom.

Williams/Nault to move Item 7e to the regular agenda and adopt the amended agenda. Carried.

No one spoke during public comment.

Bacon/Reeths to approve following bills: General Fund - \$3,685,770.39, Capital Fund - \$616,306.92, TID #2 - \$362.58, TID #4 - \$9,124.03, Solid Waste Enterprise Fund - \$2,553.14 and Compost Site Enterprise Fund - \$10,000.00 for a grand total of \$4,324,097.06. Roll call: All voted aye, Wiederanders unresponsive due to technical difficulties. Carried.

Mayor Ward declared a recess at 6:06 p.m. to fix technical difficulties. Convened at 6:18 p.m.

Nault/Bacon to approve consent agenda:

- a. Approval of 1/19/21 regular Common Council minutes.
- b. Place the following minutes on file:
  - (1) Finance/Purchasing & Building Committee – 1/12/21
- c. Place the following reports on file:
  - (1) Police Department Report – December 2020
- d. Finance/Purchasing & Building Committee recommendation re: Approve the draft cable installation agreement for Canal Lane as presented.
- e. ~~Finance/Purchasing & Building Committee recommendation re: Immediately enter into a professional services agreement with E-Plan Exam for sprinkler system plan reviews and to submit a 30-day notice to Safebuilt for termination of services effective May 16, 2021 thereafter E-Plan Exam will provide plan review services. Moved to regular agenda.~~
- f. Joint Parks & recreation board & Committee re: Approve the updated Farm Market Rules & Regulations, and attempt to hold a vendor meeting at the beginning and the end of the 2021 Farm Market Season.
- h. Joint Parks & Recreation Board & Committee re: Approve the updated Five Year Parks & Recreation Plan.
- i. Disallowance of Claim Resolution re: Kim M. Robertson.
- j. Consideration of: Approval of Beverage Operator licenses.

Carried.

#### RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to immediately enter into a professional services agreement with E-Plan Exam for sprinkler system plan reviews and to submit a 30-day notice to Safebuilt for termination of services effective May 16, 2021 thereafter E-Plan Exam will provide plan review services.

#### FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

Community Development Director Olejniczak introduced DA Mattox, owner of E-Plan Exam, who presented a power point presentation. Mr. Mattox explained that E-Plan Exam provides commercial building plan reviews on HVAC, electrical, structural, and sprinkler. Until recent years, this service was only provided by the State. E-Plan Exam is fully licensed by the State with their review process guaranteed to take less than 15 days for approval. Bacon/Gustafson to approve. Carried.

There were no mayoral appointments.

#### RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to approve submitting application for the M-90 Transbay Service Project grant and have it solidified and sent by January 29, 2021.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

Mayor Ward commented that the city can remove themselves from this Federal program at any time. Reeths/Wiederanders to approve. Carried.

City Engineer Shefchik introduced award of contract for Project 2101A-Concrete replacement program. Three bids were received for project, all at or below budget amounts. Williams/Bacon to award the Contract for Project 2101A – Concrete Replacement Program to Martell construction, Inc. with unit pricing amounts totaling an estimated cost of \$139,934.40. Carried.

Mr. Shefchik introduced award of contract for Project 2101B – Asphalt Replacement Program, in which only one bid was received. Gustafson/Wiederanders to award the contract for Project 2101B – Asphalt Replacement Program to Northeast Asphalt, Inc. with unit pricing amounts totaling an estimated cost of \$722,053.64. Carried.

City Administrator VanLieshout gave his report.

Mayor Ward gave his report.

Reeths/Williams to adjourn. Carried. The meeting adjourned at 6:53 p.m.

Respectfully submitted,



Laurie A. Spittlemeister  
Deputy Clerk/Treasurer

**COMMUNITY PROTECTION & SERVICES COMMITTEE****January 7, 2021**

A meeting of the Community Protection & Services Committee was called to order at 4:30 p.m. by Chairperson Williams in the Council Chambers, City Hall. **Roll Call:** Members Ald. Williams, Ald. Reeths and Ald. Wiederanders were present. Also present from City Departments were Mr. VanLieshout, Chief Dietman, Mr. Olejniczak, Mr. Sullivan-Robinson and Mr. Barker.

*Moved by Ald. Reeths, seconded by Ald. Wiederanders to adopt the following agenda:*

1. Roll Call
2. Adoption of Agenda
3. Approval of Minutes from November 5, 2020
4. Public Comment on Agenda Items
5. Discussion of: Mobile Food Vendors
6. Discussion of: Tourist Rooming House Ordinance
7. Adjourn

*All Ayes. Carried.*

**Approval of Meeting Minutes**

*Moved by Ald. Wiederanders, seconded by Ald. Reeths to approve the November 5, 2020 minutes. All Ayes. Carried.*

**Public Comment**

None.

**Mobile Food Vendors**

Mr. Olejniczak distributed a packet of information to the committee. Items to review include: location issues, operational issues, safety and health issues and licenses and fees. Mr. Olejniczak suggested the committee read over the materials and bring back for more discussion at a future meeting.

Other points to consider include: zoning of trucks, only allowing trucks during specific events, inspections and limiting the number of permits issued each year.

Mr. Barker stated a concern of his would be placing a limit on the amount of trucks allowed at City sanctioned events, as that is a big draw for Destination Sturgeon Bay. Chief Dietman stated the Fire Department works closely with State inspectors, and since food vendors need to obtain a license with the State prior to operating it would not be an issue.

*This item will be placed on the agenda for the next CPS meeting for further discussion.*

**Tourist Rooming House Ordinance**

Ald. Reeths researched the city ordinance and did some comparison with the Village of Egg Harbor and Town of Sevastopol. Extra measures to be considered upon/added to



Chapter 20 include: occupancy, off street parking, other vehicles allowed (i.e. camper), property owner residing in close proximity, garbage receptacles and safety.

State regulations were not available at this meeting. The plan is to get a copy of them, and compare regulations currently set within City guidelines with the focus being on operations pertaining to tourist rooming houses.

Mr. Sullivan-Robinson will obtain State guideline materials and forward to the committee for the next meeting; any questions also will be addressed then.

*This item will be placed on the agenda for the next CPS meeting for further discussion.*

*Moved by Ald. Reeths, seconded by Ald. Wiederanders, to adjourn the meeting of the Community Protection Services Committee. All ayes. Carried. The meeting was adjourned at 5:05 p.m.*

Respectfully submitted,

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

Sarah Spude-Olson  
Police Department Office Manager

CITY PLAN COMMISSION  
January 20, 2021

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

Roll call: Members David Ward, Kisten Reeths, Helen Bacon, Mark Holey, Dennis Statz and Debbie Kiedrowski were present. Member Jeff Norland arrived at 6:09 p.m. Also present were City Administrator Josh VanLieshout, Community Development Director Marty Olejniczak, Planner/Zoning Administrator Chris Sullivan-Robinson and Deputy Clerk/Treasurer Laurie Spittlemeister.

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

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from November 18, 2020.
4. Public comment on non-agenda Plan Commission related items.
5. Conditional use request from Patrick & Alexandra Cole for a home occupation to conduct onsite retail sales of baked goods, located at 364 S Duluth Avenue:
  - a. Presentation:
  - b. Public hearing:
  - c. Consideration of:
6. Conditional use request from Northpointe Development Corp. to convert the former Westside School building into 15 apartment units, located at 17 W Pine Street:
  - a. Presentation:
  - b. Public hearing:
  - c. Consideration of:
7. Consideration of: Potential rezoning of I-2 zoned properties along S. 1<sup>st</sup> Ave and S 2<sup>nd</sup> Ave.
8. Consideration of: Comprehensive Plan implementation – review of potential zoning ordinance amendments.
9. Adjourn.

All ayes. Carried.

**Approval of minutes from November 18, 2020:** Moved by Ms. Bacon, seconded by Ms. Kiedrowski to approve the minutes from November 18, 2020. All ayes. Carried.

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

**Conditional use request from Patrick & Alexandra Cole for a home occupation to conduct onsite retail sales of baked goods, located at 364 S. Duluth Avenue:**

**Presentation:** Mr. Olejniczak explained that upon approval, a recommendation does not have to then be forwarded to Common Council. Patrick & Alexandra Cole have requested to sell baked goods from their home. Since customers are going to them, it affects residential area.

Patrick Cole, owner of Door County Bagel Co. stated his company was created in October last year. Baked goods are made at their home, customers then have set times to pick up from their driveway. Deliveries will also be made in the area if requested.

Member Jeff Norland arrived at 6:09 p.m.

Mr. Cole continues that as of right now, a commercial kitchen is not needed if they sell directly to customers. A commercial kitchen is needed if they sell to a business that will resell or go over \$25,000 in sales for the year. Currently they are well below the dollar amount, bringing in around \$2,000 per month.

Ms. Reeths inquired who handles liabilities, such as a customer slips and falls in their driveway. Mr. Cole responded they are currently looking into getting business insurance.

**Public Hearing:** Mayor Ward opened the public hearing at 6:16 p.m.

Mr. Olejniczak read a testimony of opposition from Theresa Annoye, 346 S Duluth Ave.

Public hearing was declared closed at 6:19 p.m.

**Consideration of:** Moved by Mr. Statz, seconded by Ms. Bacon to approve the conditional use application as presented. All ayes. Carried.

**Conditional use request from Northpointe Development Corp. to convert the former Westside School building into 15 apartment units, located at 17 W. Pine Street:**

**Presentation:** Mr. Olejniczak explained process of conditional use. Northpointe Development, LLC representative Andy Dumke, 2062 Menomonee Drive, Oshkosh stated they intend to convert former Westside School into 15 apartment units: 1 studio, 7 one bedroom and 7 two bedroom apartments. Eight of the units will be affordable housing, where people applying for housing will need to fit into certain income criteria.

Jonathan Brinkley, 229 E Division Street, Fond du lac, is the architect for the project. He explained that a new entrance to the building will be through the old gym. They intend to utilize the original windows and stairs in the building and enhance the outside entrance with landscaping.

Questions from members were addressed. Mr. Dumke mentioned that they were not seeking out Federal and State historic tax credits, but would like to add the building to the local historic list. They intend to keep as many of the historic items in the building and utilize them in the units, including the chalk boards. Flooring and ceilings may need to be removed because of the asbestos.

**Public Hearing:** Mayor Ward opened the public hearing at 6:34 p.m.

Pat Blizel, 69 W Pine Street, expressed that the City needs to give positive and negative impacts to neighborhood and residents, such as property values, traffic, how much land will be taken away and pedestrian impact.

Jim Whitman, 537 Kentucky Street, lived in the area until December. He is concerned about road expansion is now being considered for the south side of Redwood Street. He asked the City to consider widening using property from the other side of the road, as there is more room to expand.

Carl Bridenhagen, 1028 W Maple Street, is glad they are no longer using Westside Field and they are getting funding from the County. Mr. Bridenhagen asked for Northpointe Development to install a net so home runs do not hit any vehicles in the new parking lot.

Public hearing was declared closed at 6:39 p.m.

**Consideration of:** Moved by Mr. Norland, seconded by Ms. Kiedrowski to approve the conditional use application based upon the submitted plans with the following conditions:

1. Easements must be recorded for the sanitary sewer, water, and storm sewer mains on the site.
2. Approval by SBU of the final plan for water service, including having separate laterals for fire protection service and domestic service.
3. The developer is responsible for added costs associated with widening Redwood Street, if applicable.
4. All exterior lighting shall be shielded to prevent lighting from being cast skyward or onto adjoining properties.

Mr. Brinkley mentioned W Redwood Street expansion to the north is just as feasible as it is to the south. Mr. Statz inquired on the time frame of the garages. Mr. Dumke responded that there is contingency within the construction budget. Depending on the how the project develops and the amount of funds left, the garages may be able to be built 3-4 months after the apartments are complete. Ms. Reeths inquired if a retention pond is still needed, which Mr. Olejniczak stated that with the scaled down plan a retention pond is no longer needed. Additional comments and inquires from Members were addressed by Mr. Dumke. They include the number of surface parking spaces if garages are built and suggestion of including a small playground on the property. If approved, construction would start late spring/early summer and may take up to 9 months.

Vote was taken on the motion. All ayes. Carried.

**Consideration of: Potential rezoning of I-2 zoned properties along S. 1<sup>st</sup> Ave and S 2<sup>nd</sup> Ave:** Mr. Sullivan-Robinson explained there are a few parcels on S 1<sup>st</sup> Ave and S 2<sup>nd</sup> Ave that are still zoned Heavy Industrial (I-2). This was due to Peterson Builders and Palmer Johnsons owning the properties. Over time, properties were sold and rezoned to accommodate their new uses. The City is asking the Plan Commission if they would like to rezone the properties now or wait until property owner makes that request.

Mr. Olejniczak continued explained property list and gave the following options for the commission. Wait for rezoning request from property owners, rezone some of the properties, rezone all of the properties. Discussions would take place at several meetings before making a final decision.

Moved by Ms. Reeths, seconded by Mr. Statz to initiate the potential of rezoning I-2 zoned properties along S 1<sup>st</sup> Ave and S 2<sup>nd</sup> Ave. All ayes. Carried.



**Consideration of: Comprehensive Plan implementation – review of potential zoning ordinance amendments:** Mr. Olejniczak explained Jackie Mich from Vandewalle & Associates, Inc. came up with 9 suggestions to clean up City of Sturgeon Bay comp plan. They are as follows:

1. Zoning Districts for High-Impact Activities – need to have evidence, such as traffic study.
2. Land Use Categories – use broad categories so many things can fall under the same one. The City has started this process, but has not completed.
3. Land Use Organization – have a chart or list for each district. Currently overlapping rules cause issues within a different district.
4. Short-Term Rentals – Plan Commission has already elected not to do anything at this time.
5. Small Lot Single Family Zoning District – Example of homes built in neighborhoods with smaller houses. Most developers willing to build bigger homes than what is in code.
6. Design Standards – the Aesthetic Design & Site Plan Review Board already handles a lot of these items. Look at each design standard so new buildings do not look out of place.
7. Mixed Use Development – A parcel can have 2 different buildings with 2 different uses. Currently the parcel owner would need to do a PUD. The same would hold true for a single building with multiple uses.
8. Performance Standards – Need to allow C-3 in all districts. Example of this is Starboard Brewery where they brew in the rear of the building and have a taproom for people to purchase.
9. Landscaping – suggestion to have one section in the code that uniforms all landscaping requirements. Right now landscaping requirements are in at least three different areas.

Mr. Olejniczak looked to the members for direction on how to proceed. They could tackle a couple at a time by doing them in order or picking which ones to accomplish first. Members stated which items they had preference to accomplishing prior to others. Mayor Ward and Mr. Olejniczak will work together to place higher priority items on the next agenda.

No action was needed.

**Adjourn:** Moved by Mr. Holey, seconded by Ms. Kiedrowski to adjourn. All ayes. Carried. Meeting adjourned at 7:45 p.m.

Respectfully submitted,



Laurie A. Spittlemeister  
Deputy Clerk/Treasurer

**FINANCE/PURCHASING & BUILDING COMMITTEE**  
**January 26, 2021**

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. Ald. Wiederanders appeared by zoom and Alders. Bacon and Williams appeared in person. Also present: Mayor Ward, City Administrator VanLieshout, City Treasurer/Finance Director Clarizio, Community Development Director Olejniczak, and Office Accounting Assistant II Metzger. Alderperson Gustafson entered at 4:28pm.

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

1. Roll call.
2. Adoption of agenda.
3. Public comment on agenda items and other issues related to finance & purchasing.
4. ~~Consideration of: City of Sturgeon Bay Farm and Craft Permit Fees.~~
5. Consideration of: Waiver of Sidewalk Café Permit Fees.
6. Consideration of: Installment Payment for Liquor Licenses.
7. Consideration of: City of Sturgeon Bay Sponsorship of Marine Highway Project.
8. Consideration of: RFP City Attorney.
9. Consideration of: Annexation Agreement with Fox Valley Storage for Wilke Property.
10. 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: Annexation Agreement with Fox Valley Storage for Wilke 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.

11. Review bills.
12. Adjourn.

Carried.

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

Consideration of: Waiver of Sidewalk Café Permit Fees

City Administrator Van Lieshout informed the Committee that resulting from the COVID shut down in 2020 action was taken on two measures, providing waiver of sidewalk café permit fees and allowing combination class B beer and liquor licenses to be paid in three installments. He stated that continuing the two waivers for 2021 helps supports our local restaurant community.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to waive the sidewalk café permit fee for 2021. Carried.

Consideration of: Installment Payment for Liquor Licenses.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to approve the resolution delaying the payment of the fee for Combination Class B Beer and Liquor licenses into 3 installments for the 2021-2022 license year. Carried.

Consideration of: City of Sturgeon Bay Sponsorship of Marine Highway Project:

Mayor Ward explained that the marine highway project is designed to connect 3 ports Marinette, Green Bay and Sturgeon Bay thru a system of barge trafficking. The initial applicant for this federally funded "short sea transport" program will be Fincantieri Marine Group. They are anticipating barge traffic for parts, supplies and modules to be shipped between the ports. Mayor Ward stated that the application made to the Federal Department of Transportation requires a sponsor, initially this was to be the Wisconsin Department of Transportation but they were unable to meet the application deadline of January 31, 2021. He stated the City could apply as the sponsor for Fincantieri and at any time withdraw from the process without risk. Essentially, the grant funding will go to the applicant applying for the monies in the program. The City would be establishing a program for the Bay of Green Bay; the 3 ports Sturgeon Bay, Green Bay and Marinette would be eligible. Fincantieri could then apply for grant assistance from any of the 3 ports.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to approve submitting application for the M-90 Transbay Service Project grant and have it solidified and sent by January 29, 2021. Carried.

Consideration of: RFP City Attorney

City Administrator Van Lieshout stated the Common Council approved moving forward with the RFP for legal services. The draft presented is similar to the 2018 RFP. It outlines the specific areas needed for legal services, includes the job description, budget amount, city organizational chart and time line. Mr. VanLieshout noted that the interview questions have pared down as requested. The Committee discussed a few minor tweaks to the interview questions presented and the interview process.

Moved by Alderperson Bacon, seconded by Alderperson Wiederanders direct staff to move forward with the RFP for City Attorney. Carried.

Consideration of: Annexation Agreement with Fox Valley Storage for Wilke Property.

Community Development Director Olejniczak explained that Fox Valley Storage has proposed purchasing 6.65 acres, located on N. 18<sup>th</sup> Ave within the Town of Sturgeon Bay. They plan to develop commercial storage buildings. The parcel abuts the city limits and is under Door County zoning jurisdiction. The City would eventually like the property to be annexed into the city and to extend sewer and water utilities. He stated the terms of the draft annexation agreement has been reviewed by Fox Valley Storage. Mr. Jerry Van Lanen of Fox Valley Storage noted a few modifications to the draft agreement.

Moved by Alderperson Bacon, seconded by Alderperson Williams to recommend to Common Council to enter into an annexation agreement with Fox Valley Storage, Inc based on the 8 parameters outlined in the draft agreement presented. Carried.

The Committee did not go into closed session.

Review bills

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

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to adjourn. Carried. The meeting 5:24pm.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tricia Metzger". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Tricia Metzger

**Parking & Traffic  
January 26, 2021**

A meeting of the Parking & Traffic Committee was called to order at 4:30 p.m. by Chairperson Reeths in Council Chambers, City Hall, 421 Michigan Street.

Members Kirsten Reeths, Gary Nault and Spencer Gustafson were present. Also present: Municipal Services Director Mike Barker and Municipal Services Assistant Colleen DeGrave.

Moved by Ald. Gustafson, seconded by Ald. Nault to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Public comment.
4. Discussion of: Parking on 3<sup>rd</sup> Avenue.
5. Consideration of: ATV/UTV on N. Duluth Avenue between Elm St. and Bullhead Point.
6. Adjourn.

All in favor. Carried.

**Public comment.** None

**Discussion of: Parking on 3<sup>rd</sup> Avenue:**

Ald. Nault explained he had spoken with the owner of Ace Hardware regarding her concerns about parking around the hardware store location. Currently there are 17 parking spaces allotted for the hardware store, and 12-15 spaces are being used for their employees. He stated he had also spoken with two other 3<sup>rd</sup> Avenue business owners regarding a lack of parking on 3<sup>rd</sup> Avenue. Ald. Nault suggested it is a concern that could possibly be addressed by the City in the future, but at this point there are not a lot of options. Ald. Gustafson suggested the owner of the hardware store look into a possible agreement with the buyer of the Nicolet Bank lot. Ald. Reeths stated she felt it is an issue that could be brought back to the committee at a later date.

**Consideration of: ATV/UTV on N. Duluth Avenue between Elm St. and Bullhead Point:** Ald. Reeths stated this had been brought to the Parking & Traffic Committee back in November. Ald. Nault explained that making this section ATV/UTV usable, and the request sent to the Door County Highway Commissioner to approve a ATV/UTV trail by opening County Road C from Park Drive to Duluth Avenue and the section North of Duluth Ave. in the township of Nasewaupee, would make it possible to go from Nasewaupee to Green Bay. The City portion is from N. Duluth Avenue to Bullhead Point and is .5 mile long.

Moved by Ald. Gustafson, seconded by Ald. Nault, to approve ATV/UTV use on N. Duluth Avenue between Elm Street and Bullhead Point, to be reevaluated by the Parking & Traffic Committee in January 2022. All in favor. Carried.

**Motion to Adjourn:**

Moved by Ald. Nault, seconded by Ald. Gustafson. Meeting adjourned at 4:53 p.m.

Respectfully Submitted,



Colleen DeGrave  
Municipal Services Administrative Assistant

**BEVERAGE OPERATOR LICENSE:**

1. **Calvillo, Adrian**

## RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend the Common Council approve the amendments to Section 6.18 of the Fire Prevention Code relating to variances as presented.

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: February 4, 2021

\* \* \* \* \*

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

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

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.



Wisconsin Department of Safety and Professional Services  
Division of Industry Services  
PO Box 7302  
Madison WI 53707-7302



Phone: 608-266-2112  
Web: <http://dsps.wi.gov>  
Email: [dsps@wisconsin.gov](mailto:dsps@wisconsin.gov)

**Tony Evers, Governor**  
**Dawn Crim, Secretary**

February 1, 2021

Marty Olejniczak, Community Development Director  
City of Sturgeon Bay  
421 Michigan Street  
Sturgeon Bay, WI 54235  
[MOlejniczak@sturgeonbaywi.org](mailto:MOlejniczak@sturgeonbaywi.org)

**VIA EMAIL**

Re: City of Sturgeon Bay Jurisdiction Request for Fire Suppression and Fire Alarm Plan Review and Inspections

Dear Marty Olejniczak,

Thank you for the submittal requesting fire suppression and fire alarm delegation from the Department of Safety and Professional Services (DPS).

§6.18(2) of your ordinance specifies the fire chief's authority to modify requirements of the commercial building code. In accordance with [Wis. Admin. Code § SPS 361.22](#), petition for variances from the commercial building code shall be reviewed, and determinations made, by the Department. Please revise your ordinance to address this conflict.

Please also provide the name(s) and credential number(s) of the individuals that perform a) fire suppression and fire alarm plan reviews, and b) fire suppression and fire alarm inspections. Clearly state which responsibilities each credentialed individual will perform.

If your municipality has any questions, please contact Etta Strey within the Department's Division of Industry Services at (920) 492-2232 or [etta.strey@wisconsin.gov](mailto:etta.strey@wisconsin.gov).

Sincerely,

Michael D. McNally Jr.  
Section Chief, Fire Suppression and Fire Alarm Program

cc: Garry Krause, Bureau Director, Technical Services Bureau



## PROPOSED AMENDMENT TO STURGEON BAY FIRE CODE

Amend section 6.18(2) and (3) as follows:

### 6.18 - Enforcement.

- (1) *Primary enforcement responsibility.* The overall enforcement for this code is the responsibility of the fire chief/fire inspector. Normally, the building inspector has primary responsibility during construction of the building, while the fire inspector has primary responsibility after the building is completed. The enforcement of many of the provisions of the code is the primary responsibility of the fire inspector, and compliance with these provisions should be of primary concern while conducting the fire prevention inspections mandated by § 101.14, Wis. Stats., and Wis. Adm. Code ILHR-50.02 **SPS 314**, for which the fire inspector has the primary enforcement responsibility. Note: Other state or municipal agencies may have adopted building or construction requirements that are either more restrictive or address other issues than those specified in this code.
- (2) *Modifications.* The fire chief may modify any of the provisions of **the adopted codes listed in section 6.17(3) except SPS 361-366 Commercial Building Codes**, upon application in writing by the owner or lessee or his/her authorized agent when there are practical difficulties in carrying out all requirements of this chapter, provided that the spirit of this chapter shall be observed, public safety secured and substantial justice done. The particulars of such modification when granted or allowed and the decision of the fire chief thereon shall be entered upon the records of the department and a signed copy shall be furnished to the applicant. A copy of each order of modification by the fire chief shall be filed with the chief of the inspection department and the city clerk-treasurer. The city clerk-treasurer shall present the same to the city council at its next regular meeting.
- ~~(3) *Appeals.* Whenever the fire chief shall disapprove an application or refuse to grant a permit applied for or when it is claimed that the provisions of this chapter do not apply or that the true intent and meaning of this chapter has been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the fire chief to the zoning board of appeals within 30 days from the date of the decision of the fire chief. *Petition for variance from SPS 361-366.* The Wisconsin Department of Safety and Professional Services shall consider and may grant a variance to a provision of chs. **SPS 361 to 366** in accordance with ch. **SPS 303**. The petition for variance shall include, where applicable, a position statement from the fire chief.~~
- (4) *Bulk oil tanks prohibited.* The storage of over 500 gallons of hazardous, flammable, combustible liquids or materials above ground on any premises within the city is prohibited.
- (5) *Inspection fee.* Inspection fee for removal or installation of tanks:
  - (a) A fee of \$50.00 shall be charged by the city as follows:
    1. For all tanks whether above or below ground located in any zoning district within the city.

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

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the quote from APEX Safety & Compliance in the amount of \$14,300 for 1 year of occupational safety training and support for the City of Sturgeon Bay.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING  
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: February 9, 2021

\*\*\*\*\*

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

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

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2021

## EXECUTIVE SUMMARY

**TITLE:** Consideration of: Apex Safety and Compliance quote for delivery of occupational safety training and support.

**BACKGROUND:** The City of Sturgeon Bay contracted with MEUW to provide Safety Coordination services for City employees over the past six years. The last two of the six years, MEUW has had difficulty in maintaining a Safety Coordinator for the region in which the City of Sturgeon Bay was assigned. The lack of a Safety Coordinator equated to safety training and safety meetings/coordination not being conducted in a timely manner.

In order to provide employees with proper training, education, and support it is recommended to enter into an agreement with APEX Safety & Compliance to deliver occupational safety training and support for the City of Sturgeon Bay.

By making the change to APEX, the City can continue to provide employees with necessary safety training on a more timely manner.


**FISCAL IMPACT:** No fiscal impact. The contract quote from APEX falls within the 2021 budget

**RECOMMENDATION:** Approve entering into a contract with APEX Safety & Compliance for 2021 for the delivery of occupational safety training and support for the City of Sturgeon Bay.

**PREPARED BY:**

  
Stephanie L. Reinhardt, City Clerk/HR Director

**REVIEWED BY:**

  
Josh VanLieshout, City Administrator

**DATE:**

2/2/2021



3139 Brooks Road  
Oshkosh, WI 54904  
(920) 312-7574

---

**Quote for the delivery of occupational safety training and support for the city of Sturgeon Bay WI.**

APEX Safety and Compliance is pleased to provide this quote for training and support services as requested by the City of Sturgeon Bay. Services to be delivered during the 2021 calendar year for 25 employees.

**Cost of services and support to be delivered - \$14,300.00**

**DELIVERY NOTES:**

APEX Safety and Compliance will be responsible for providing:

- Staff and SME's to support instructor led training on the dates mutually agreed upon.
- Use of APEX's Learning Management System (LMS) for online employee safety training
- Online learning content meeting OSHA training requirements to be delivered on APEX's LMS
  - Please see Annex A for course list
- Certificates of completion for all students attending in person and online training
- LMS access for a group administrator to assign, manage and view the progress of employee training.
- Support for unannounced DSPS inspection, including response as soon as reasonably possible to assist with the process.

The City of Sturgeon Bay will be responsible for providing:

- Organic safety equipment used by city staff in day to day operations.
- Classroom space capable of accommodating 25 students and instructional staff.
- Training areas
- A roster of employees that will be included in the City's safety training program.
- Required PPE for all students attending.

Not included in proposal:

- Per Fire Chief Tim Dietman, the Sturgeon Bay FD will provide First Aid and CPR training as well as Fire Extinguisher training for City employees.
- Police and Fire Department employees access training of this sort internally and are not included in the 25-employee count.

Should the above quote be found acceptable a contract for service will be generated.

**CONTACT INFORMATION:**

**Rick James**

**APEX Safety and Compliance LLC**

**(920) 279-7236**

**[Rick.james@apex-safety.com](mailto:Rick.james@apex-safety.com)**



## ANNEX A

<b>Topic</b>	<b>Regulatory Reference</b>	<b>ILT or Online</b>
Access to employee medical and exposure records	29 CFR 1910.1020(g)(1); 29 CFR 1926.3388	Online
Accident Prevention Signs and Tags	29 CFR 1910.145(c)	Online
Asbestos exposure - construction	29 CFR 1926.1101(k and o)	Online
Asbestos exposure - general industry	29 CFR 1910.1001(j)(7)	Online
Bloodborne Pathogens	29 CFR 1910.1030(g)(2)	Online
Confined Spaces (Permit-required)	29 CFR 1910.146(g)	In Person
Electrical Safety (General)	29 CFR 1910.332	Online
Emergency Action Plan	29 CFR 1910.38	Online
Excavation / Trenching		Online
Fall Protection	29 CFR 1926.503	In Person
Fire Prevention Plan	29 CFR 1910.39	Online
Global Harmonization System-GHS- (Hazard Communication)	29 CFR 1910.1200(h)	Online
Hazardous Chemicals in Laboratories	29 CFR 1910.1450(f)	Online
Hearing Conservation	29 CFR 1910.95(k)	Online
Ladders and Stairways	29 CFR 1926.1060	Online
Lock-out/Tag-out (Control of Hazardous Energy)	29 CFR 1910.147(c)(7)	In Person
Powered Industrial Trucks	29 CFR 1910.178	In Person
Respiratory Protection	29 CFR 1910.134(k)	Online
Roadway / Work Zone Safety		Online
Spill Control and Countermeasure	40 CFR 112	Online

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

We, the Finance/Purchasing & Building Committee, hereby recommend to approve requesting an invoice and payment to Charter Communications in the amount of \$25,800 for extension of cable services to Canal Lane; contingent upon all Canal Lane property owners signing repayment agreements.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING  
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: February 9, 2021

\*\*\*\*\*

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

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

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2021



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

Joshua J. Van Lieshout  
City Administrator

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

**Memorandum**

To: Finance Committee

From: Josh Van Lieshout, Administrator

Re: Agenda Items

Date: February 2, 2021

---

**Item:** Cable installation pricing—Canal Lane

**Discussion:** in order to successfully complete the installation of wired highspeed internet services to the Canal Lane neighborhood, Charter Internet must be hired to do the installation. Charter has supplied the cost of \$25,800.00. Added will be the City's costs associated with drafting, preparing and recording the repayment agreements previously approved by the Finance Purchasing and Building Committee. The total project cost is expected to be less than \$30,000.

I need approval from Finance Committee, conditioned upon receiving executed agreements from all parties, to proceed with requesting an invoice and approving payment.

This will then be fast tracked to the February 16, 2021 Common Council agenda with the same conditions. This is the most expeditious way to move this project along.

**Recommendation:** Approval of requesting an invoice and payment to Charter Communications in the amount of \$25,800 for extension of cable services to Canal Lane; conditioned upon all Canal Lane property owners agreeing to and executing the previously approved repayment agreements.

## VanLieshout, Josh

---

**From:** Tenuta, Robert A <Robert.Tenuta@charter.com>  
**Sent:** Friday, January 29, 2021 10:05 AM  
**To:** VanLieshout, Josh  
**Subject:** Canal Lane Sturgeon Bay

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good morning Josh,

Per our conversation yesterday, I wanted to share with you the amount that it would cost to construct Canal Lane, that figure is \$25,800.00. I Believe that there is a total of 16 lots/homes, some constructed, some not, but the per home amount would be \$1,612.50. All costs that are shown are without winter charges, and I am advising that we schedule this for spring construction. As we discussed yesterday, we will enter into a contract, once you receive, agree, and pay the amount invoiced. I will need a return email from you, stating that you agree with the above mentioned price. Once we have all of our internal approvals, as well as your funds, we will schedule this for construction. Finally, can you please provide me the exact name, and address as it will appear on the invoice that I am sending you. As always, please let me know if you need anything else, or if you have any further questions.

Thank You,  
Rob



**Robert Tenuta** / Business Development Specialist/Wisconsin  
414-758-5688

**Charter Communications**  
1320 N. Dr. Martin Luther King Jr. Dr. Milwaukee, WI 53212

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

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the resolution delaying the payment of the fee for Combination Class B Beer and Liquor licenses into 3 installments for the 2021-2022 license year.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING  
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: January 26, 2021

\*\*\*\*\*

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

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

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2021

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF STURGEON BAY**

**RESOLUTION DELAYING PAYMENT OF FEE FOR  
COMBINATION CLASS B BEER AND CLASS B LIQUOR LICENSE**

**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); most recently reasserted on January 19, 2021 by Executive Order 104; 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**, that during the initial period of emergency, the Mayor with the advice and concurrency of the Council President may ordered and later ratified by the Common Council, the delayed payment of the fee for Combination Class B Beer and Liquor licenses for the 2020-2021 license year; and

**WHEREAS**, the public health emergency continues, and continues to have a dramatic impact on many small businesses, business owners and employees, including restaurants, taverns and others employed in the food and beverage service industry; and

**WHEREAS**, the Common Council, having few direct tools to relieve the financial burden imposed on food and beverage businesses and the associated impacts on the owners and employees of the food and beverage service industry has found it to be in the public interest to provide relief from licensing fees and amortize the payment of fees over the summer months when food and beverage service revenues have improved.

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Sturgeon Bay; that the City of Sturgeon Bay will delay the payment of the fee for Combination Class B Beer and Liquor licenses for the 2021-2022 license year. Payment will be due in three equal installments in June, August, and October.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

David J. Ward, Mayor

\_\_\_\_\_

Stephanie Reinhardt, Clerk

\_\_\_\_\_

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

We, the Finance/Purchasing & Building Committee, hereby recommend to waive the sidewalk café permit fee for 2021.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING  
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: January 26, 2021

\*\*\*\*\*

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

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

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2021

## RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF STURGEON BAY

### RESOLUTION WAIVING SIDEWALK CAFÉ PERMIT FEE FOR 2021

**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); most recently reasserted on January 19, 2021 by Executive Order 104; 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**, that during the initial period of emergency, the Mayor with the advice and concurrency of the Council President ordered, and later ratified by the Common Council, the waiver of sidewalk café permit fees for the 2021 license year; and

**WHEREAS**, the public health emergency continues, and continues to have a dramatic impact on many small businesses, business owners and employees, including restaurants, taverns and others employed in the food and beverage service industry; and

**WHEREAS**, indoor seating and room capacity to limit the spread of COVID-19 has been severely limited thus impacting opportunities for business and employment sustaining sales and finds it to be in the public interest to provide relieve from the cost of a sidewalk café permit.

**NOW, THEREFORE, BE IT RESOLVED**, by Common Council of the City of Sturgeon Bay; that the City of Sturgeon Bay will waive the Sidewalk Café Permit Fee for the 2021 calendar year although businesses will still be required to apply for the Sidewalk Café permit.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

David J. Ward, Mayor

\_\_\_\_\_

Stephanie Reinhardt, Clerk

\_\_\_\_\_

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

We, the Finance/Purchasing & Building Committee, hereby recommend to support going forward with the room tax increase from 5.5% to 8%, the 70/30% revenue allocations and not to support the permit fees.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING  
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: January 12, 2021

\*\*\*\*\*

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

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

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.



**Josh Van Lieshout**  
City Administrator

421 Michigan Street ▪ Sturgeon Bay, WI 54235  
Phone: 920-746-2900 ▪ Fax: 920-746-2905  
jvanlieshout@sturgeonbaywi.org ▪ www.sturgeonbaywi.org

**Memorandum**

To: Finance Committee  
From: Josh Van Lieshout, City Administrator  
Re: Lodging tax rates  
Date: September 25, 2020

---

Recently the Town of Baileys Harbor Board had a discussion concerning raising lodging (room) tax to help address a number of issues their community is facing relative to infrastructure costs and ongoing community marketing costs. The lodging tax rate is prescribed by local ordinance, and is 5.5%, Wisconsin statutes do not allow communities in a tourism zone like Door County's to have different lodging tax rates.

As I understand Baileys Harbor is discussing the lodging tax be raised to the statutory maximum of 8%, it is projected this would increase lodging tax revenues county wide by 2.3M, from 5M to 7.3M. As it is today, 30% of lodging tax revenues may be retained by the community in which they originated, the remaining 70% must be shared with the designated marketing entity, 4% of all lodging taxes collected are retained by the Commission for lodging tax collection expenses and are withheld from the 70% portion. The designated marketing entity is selected by the Door County Tourism Zone Commission, and is Destination Door County (formerly Door County Visitor Bureau).

There are financial benefits to the City if the lodging tax were raised, likewise more dollars directed to marketing, ultimately bolster the lodging and hospitality industry in Sturgeon Bay and Door County.

There are few other features in the Baileys Harbor plan that need special attention. One such feature is the imposition of a lodging tax permit fee on all lodging providers. This fee would be used to shift the funding of the Tourism Zone Commission from a percentage (4%) of lodging tax revenues to a fee funded model. At this time it is undetermined if the statutes and ordinances allow a fee to be collected and what that would be, however the cost of operating the Commission is about \$200,000 per year and there are about 1,200 permits. It would be reasonable to expect a fee of \$175 to \$225.

To satiate lodging providers, Baileys Harbor is proposing Destination Door County dispose of their membership fee structure. Finally the Baileys Harbor discussion calls for doing away with Strategic Community Partnership (SCP) money, money Destination Door County grants to the community marketing entities like Destination Sturgeon Bay, and replace that program with 1M in direct investment in the community marketing entities. In the case of Baileys Harbor, the town would then withdraw sharing their local (30%) lodging tax revenues.

This idea is not new, every few years the idea of raising the lodging tax is brought up, the customary concerns are the cost incurred to collect the tax (in the form of credit card fees), price elasticity of demand support a higher tax, and what will be the benefits of a higher lodging tax.

I have not had any contact with lodging providers who, ultimately collect the tax (remember this is a pass through tax placed on the consumer, not the lodging provider) and any associated costs, eg. credit card, administrative, accounting, etc.

The question for the Finance Committee to consider is if the City should support a change in the lodging tax rate and entertain a lodging tax permit fee. Raising the lodging tax from 5.5% to 8% would yield an roughly additional \$90,000 for the City of Sturgeon Bay and an additional \$210,000 for marketing efforts.

# Town of Baily's Harbor Lodging Tax Discussion Model

## Assumptions

\$92,000,000 in lodging sales

SCP Money

\$200,000

Estimate of Membership dues (800 members at \$495)

\$396,000

Existing Structure

5.5% Room Tax

\$5,060,000.00

DDC allocation (66%)

\$3,339,600.00

Municipal allocation(30%)

\$1,518,000.00

DCTZ allocation (4%)

\$202,400.00

Implement Room Tax increase May 1, 2021, Permit fees would start January 1.

Keep Existing Structure Increase Tax to 8%

	Allocations	Increase in revenue	DDC Investment in local EDDC's Loss of Membership	Return of SCP Money to Net Gain for DDC
8% Room Tax	\$7,360,000.00	\$2,300,000.00		
DDC allocation (66%)	\$4,857,600.00	\$1,518,000.00	(\$1,000,000.00)	\$340,000.00
Municipal allocation(30%)	\$2,208,000.00	\$690,000.00		
DCTZ allocation (4%)	\$294,400.00	\$92,000.00		

All Properties would be charged \$250 per membership and get joint membership to local business association and to DDC

Change Allocation Structure Increase Tax to 8% add Permit Fee

	Allocations	Increase in revenue	DDC Investment in local E Loss of Membership Revent	Return of SCP Money	Net Gain for DDC
8% Room Tax	\$7,360,000.00	\$2,300,000.00			
DDC allocation (70%)	\$5,152,000.00	\$1,812,400.00	(\$1,000,000.00)	\$340,000.00	\$756,400.00
Municipal allocation(30%)	\$2,208,000.00	\$690,000.00			
DCTZ allocation	\$375,000.00	\$172,600.00			

(\$250 permit fee Based on 1,500 permits)

All Permit Holders get free membership to local business association and to DDC

Non Lodging Properties would be charged \$250 per membership and get joint membership to local business association and to DDC



Total Lodging Sales In 2019	\$94,659,499.86				
Municipality	2019 Collection 5.5% Tax	30% to Municipality	Estimated 2021 Collection 8% Tax	Estimated 2021 30% to Municipality	Increased Room Tax to the City of Sturgeon Bay
City of Sturgeon Bay	\$675,399.00	\$202,620.00	\$982,400.00	\$294,720.00	\$92,100.00

**TOWN OF BAILEYS HARBOR**  
**Resolution No. 2020-11**

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE DOOR COUNTY  
TOURISM ZONE COMMISSION AGREEMENT**

**WHEREAS**, the Town of Baileys Harbor is a municipality located within the Door County Tourism Zone; and

**WHEREAS**, the Town of Baileys Harbor imposes a room tax pursuant to Wis. Stat. 66.0615; and

**WHEREAS**, the Town of Baileys Harbor entered into an intergovernmental agreement, the Door County Tourism Zone Commission Agreement, pursuant to Wis. Stat. 66.0615(1m)(b) and Wis. Stat. 66.0301 with other municipalities located in Door County ("the "Member Municipalities"); and

**WHEREAS**, the Tourism Zone Commission Agreement created the Door County Tourism Zone Commission for the purpose of monitoring the collection of room taxes, contracting with the Tourism Entity to obtain staff, support service and assistance in developing and implementing programs to promote the Tourism Zone to visitors, and to do all things necessary and provided for by Wis. Stat. 66.0615; and

**WHEREAS**, the Tourism Zone Commission Agreement includes the amount of room tax to be charged by all Member Municipalities, the duties of the Door County Tourism Zone Commission, and other fees and administrative costs to be charged; and

**WHEREAS**, the Tourism Zone Commission Agreement may be amended at any time by two-thirds (2/3) majority written vote of the Member Municipalities; and

**WHEREAS**, the Town of Baileys Harbor wishes to amend the Door County Tourism Zone Commission Agreement and wishes to submit its proposed amendments to the other Member Municipalities of the Door County Tourism Zone Commission to be approved by those Member Municipalities.

**NOW THEREFORE, BE IT RESOLVED** by the Town of Baileys Harbor, Door County, Wisconsin, that:

1. Paragraph 4 of the Door County Tourism Zone Commission Agreement be amended to increase the Room Tax Rate to eight percent (8%).
2. Paragraph 7 of the Door County Tourism Zone Commission Agreement be amended in part charge a filing fee for all applications which shall be submitted to the clerk of the Tourism Zone Commission along with the application.

3. The filing fee shall be set yearly by the Tourism Zone Commission and shall be used to pay the administration expenses of the Commission including the cost of: issuing permits, monitoring collection of Room Tax, reviewing the progress of the contracted Tourism Entity, approving the Tourism Entity's budget, approving the payment of monthly expenses and preparing monthly, quarterly and annual reports to the participating municipalities plus any and all tasks and costs necessary in the operation of the Commission.

4. Paragraph 9 of the Door County Tourism Zone Commission Agreement be amended to remove the four percent (4%) of room taxes collected currently given to the Tourism Zone Commission. The Distribution shall be seventy percent (70%) to a contracted tourism entity and 30% to the municipality.

5. The Town Chairperson and/or Town Clerk is hereby authorized to submit this resolution to the other Member Municipalities to amend the Door County Tourism Zone Commission Agreement.

**NOW, THEREFORE**, it is hereby resolved that the Town Board of the Town of Baileys Harbor does hereby adopt the foregoing resolution.

Attest:

---

Haley Adams, Town Clerk

# VANDE CASTLE

S C

ATTORNEYS AT LAW

GREEN BAY OFFICE  
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January 6, 2021

Ms. Kim Roberts  
DOOR COUNTY TOURISM ZONE  
COMMISSION  
P.O. Box 55  
Sister Bay, WI 54234

VIA EMAIL TRANSMISSION

Re: Commission Fee and Permit Fee

Kim,

I have gone back through the questions you posed from the last Commission meeting regarding the Commission's 4% fee and the background regarding the scope of a possible annualized permit fee. These questions present of number of considerations.

## ANALYSIS

### Commission Fee

Like Josh, I recall a discussion from the early days of the Commission regarding the basis for the 4% Commission operating fee. You noted, Josh recalled a possible opinion that I may have given the Commission regarding that fee. You indicated that in review of the Commission's records you could not find such an opinion. Likewise, I could not find such an opinion in my records. I do, however, recall discussion of the basis of that fee.

I am wondering if the opinion that Josh was thinking of was an opinion that I had done for Bob Kufirin back in 2010 related to whether the Commission could retain the costs and expenses that the Commission recovered from compliance litigation separate from and in addition to the 4% fee or whether those recovered costs had to be split 70/30. There were questions as to whether those funds need to be split 70/30 or 66/30/4 as provided in

the Intergovernmental Agreement; or whether the Commission could retain all those costs and fees along with any accrued interest when the judgments were actually collected. As I recall the underlying discussion related to this topic addressed the 4% amount as being the limit to which the Commission was entitled to retain as its operating revenue.

It was our opinion at that time that the Commission could retain those fees because they were in fact expenses that the Commission had actually paid up front in order to obtain the compliance enforcement judgment. While the recovered room tax, interest and penalties assessed under the statute had to be split 70/30, the legal and audit fees, the court costs and service of process fees recovered by the Commission did not need to be split because they were a reimbursement of funds and fees already spent by the Commission. As a reimbursement of fees already spent, the retainage of those recovered fees would not increase the Commission's revenue beyond the 4% allowed under Intergovernmental Agreement.<sup>1</sup>

I would note that under the provisions of Sec. 66.0615, Wis. Stats., there is no statutory provision prescribing any specific fee for the Commission's operation. Under that amount is left up to the municipalities that formed the Commission. Under those provisions the only financial requirement is that 70% of room taxes collected be allocated toward tourism promotion and tourism development. Technically, it is only by inference that the remaining 30% be returned to the local municipalities.<sup>2</sup> Functionally, under the statute, it is left up to the municipalities as to how they intend to provide for the funding necessary to operate the Commission.

I would note that the 4% funding limit is established under the Intergovernmental Agreement that organized the Commission under Sec. 66.0615(1), Wis. Stats. Section 18 of that Agreement provides the following with respect to the Commission's 4% operating fee:

"18. Administration. Administrative expenses of the Commission, which are all the expenses except for distribution to the Tourism Entity for tourism promotion, as stated previously in this Agreement cannot exceed four

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<sup>1</sup> Under the Intergovernmental Agreement the Commission may not receive more than 4% of the gross Room Tax collected.

<sup>2</sup> For municipalities that were retaining more than 30% of the room tax revenues prior to the adoption of Sec. 66.0615, Wis. Stats., Sec. 66.0615(dm), Wis. Stats., now provides a schedule for reducing the amount retained to bring it more in line with the 30% limit implied in the statute.

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percent (4%) of the gross Room Tax collected and shall come from the seventy percent (70%) that does not go to the municipalities. This four percent (4%) administration fee may be increased upon approval of two-thirds (2/3) of the member municipalities. These expenses can include, but are not limited to the following: compensation to Commissioners for actual expenses and mileage while attending meetings or on official business for the Commission, wages paid to an administrative assistant, mileage paid to the administrative assistant when necessary in his/her work, rental of office space, accounting fees for the annual audit, insurance costs to cover bonding and anything else found necessary, office equipment, office supplies, postage, telephone, internet, utilities and any legal expenses, including litigation and any other expenses associated with the collection of unpaid Room Tax. The rate paid for mileage shall be the same as the standard Internal Revenue Service rate for business mileage adjusted periodically."

This language expresses an intent of the municipalities to fund the Commission's operation from room tax revenues. I would also note that under Section 20 of the Intergovernmental Agreement, the Agreement, including the Commission operating fee amount, can only be amended upon a two-thirds (2/3rds) majority vote of the member municipalities.

#### Permit Fee

The Commission, as a "governmental body" under the provisions of Sec. 19.81(1), Wis. Stats., is subject to all the restrictions and constraints imposed by law on all governmental bodies. The authority for a governmental body to charge a fee for providing a public service is embodied in its police power; that is its inherent power to exercise reasonable control over persons and property within its jurisdiction in the interest of the general public security, health, safety, morals, and welfare. The governmental police power of the is also the inherent power of the government to promote the general welfare. It covers all matters having a reasonable relation to the protection of the public health, safety or welfare." *State v. McManus*, 152 Wis.2d 113, 130, 447 N.W.2d 654 (1989). As such, it is the power to regulate, *Rusk v. City of Milwaukee*, 727 N.W.2d 358 (Wis. Ap. 2007).

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The police power of a governmental body is not, however, unfettered. The Courts have said that the exercise of governmental police power must be evaluated upon "whether the means chosen have a reasonable and rational relationship to the purpose or object of the enactment..." Messner v. Briggs & Stratton Corp., 120 Wis.2d 127, 135, 353 N.W.2d 363 (Ct.App.1984).

As I alluded in my early letter, there is a long history of Courts in this State addressing fees charged by municipalities for services rendered. The Courts have noted that these services being rendered by governmental bodies are "public services". In the 1912 case of City of Monroe v. Endelman, 150 Wis. 621(1912), the Wisconsin Supreme Court ruled that "[a]ny fee that is imposed by a political subdivision shall bear a reasonable relationship to the service for which the fee is imposed." "All licensing ordinances, as exercises of police power, must be reasonable". Sluggys Lake Front Inn, Inc. v. Town of Delavan, 125 Wis.2d 199, 201, 372 N.W.2d 174 (Ct.App.1985).

The "reasonable relationship" provision was subsequently codified in State Statutes in Sec.66.0628, Wis. Stats., Section 66.0628(2), Wis. Stats., specifically provides that:

"[a]ny fee that is imposed by a political subdivision shall bear a reasonable relationship to the service for which the fee is imposed."

You also inquired as to what constitutes a "modest fee". Or more precisely in the language of the Endelman Court and Section 66.0628, Wis. Stats., what constitutes a "reasonable relationship" to the service for which the fee is imposed. Section 66.0628,(1)(b), Wis. Stats., attempts to answer that question. Specifically, it provides the following:

"reasonable relationship" means that the cost charged by a political subdivision for a service provided to a person may not exceed the political subdivision's reasonable direct costs that are associated with any activity undertaken by the political subdivision that is related to the fee."

While that definition is somewhat helpful it is not the complete answer, as evidenced by the number of case that have subsequently litigated fee issues. Attempts to clarify the "reasonable relationship" determination with respect to governmental body fees has developed an analysis of when a so called "fee" moves from a fee based on the exercise of police powers to a tax levied under a governmental body's constitutional power to generate operating revenue.

When reviewing municipal charges, Courts have made and attempted to clarify a distinction between taxes and fees. In State v. Jackman, 60 Wis.2d 700, 211 N.W.2d 480 (1973) the Court stated that "it is generally recognized that charges exacted in the exercise of the police power are not taxes and are not subject to constitutional limitations which apply to the exercise of the power to tax." That Court went on to clarify that "A tax is one whose primary purpose is to obtain revenue, while a license fee is one made primarily for regulation and whatever fee is provided is to cover the cost and the expense of supervision or regulation," State v. Jackman, 60 Wis.2d 700, 211 N.W.2d 480 (1973); Rusk v. City of Milwaukee, 727 N.W.2d 358 (Wis. Ap. 2007).

You indicated that there was a proposal to remove the Commission's 4% fee and replace that funding source with the lodging permit fee. The 4% fee is the Commission's principal funding source. As the 4% amount comes from the room tax revenues collected by the Commission, it is a tax based revenue source within the parameters of the room tax authorized under 66.0615, Wis. Stats. As such, attempting to replace that fee exclusively with the permit fee would appear to constitute an effort to use the permitting fee as a source of revenue. Under the provisions of Jackman and Rusk, above, with the primary purpose of the proposed charge being revenue generation, that proposed fee would appear to be a tax and not a permissible regulatory fee.

You have asked, what would be an appropriate fee amount. At this point, I cannot provide that answer. As provided under Sec. 66.0628, (1)(b), Wis. Stats., the fee must be calculated based on the "reasonable direct costs that are associated with any activity undertaken by the political subdivision that is related to the fee." In other words, what does it cost the Commission to process an application for a lodging permit? That is a number that would think is best be evaluated by Kerber Rose and yourself.

Parenthetically, I would note most municipal permitting fees that I have encountered that do not require a prior notice publication, like a liquor license, tend to run in the range from around \$10.00 to \$50.00. Again, these charges would be based on the direct cost to the governmental body related to processing and issuing the permit. In those situations where the issuance of the permit does not require prior approval from the governing body; that is, where the permit application is simply reviewed and processed by staff, the permit fees tend to be on the low side of the foregoing range.

I would note that prior to adopting a lodging permit fee, the Commission should have substantial background information justifying the amount to be charged. That information should be presented in open session before the Commission in connection with



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the Commission's approval and adoption of that fee. This is the information that a Court would look at when considering whether the permit fee is reasonable under Sec. 66.0628(2), Wis. Stats. Rusk v. City of Milwaukee, 727 N.W.2d 358 (Wis Ap. 2007). The burden of proof will be on the Commission to establish that the fee is reasonably related to the Commission's direct cost in processing the permit application and issuing the permit. Edgerton Contractors, Inc. v. City of Wauwatosa, 781 N.W.2d 228 (Wis Ap. 2010); Rusk id. It is therefore prudent to have carried out that analysis before the fee is adopted rather than trying to justify it after the fact.

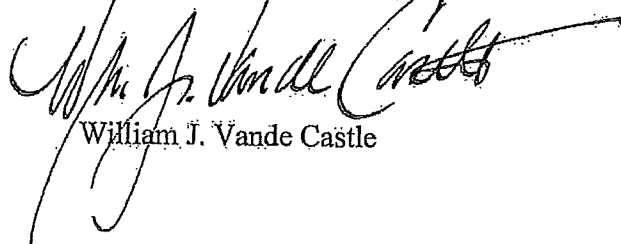
#### CONCLUSION

The provisions of Section 66.0628, Wis. Stats., and the related case law clearly establish that a governmental body's police power regulatory authority to issue permits cannot be used as a revenue source for the governmental body. The fees imposed in connection with that regulatory activity must be directly based on the body's regulatory costs.

I trust the foregoing provides more detailed guidance with respect to the issues of the Commission's 4% fee and the use of a fee for the issuance of a Lodging Permit. If there are any additional questions or questions about any of the foregoing, please let me know.

Sincerely,

VANDE CASTLE, S.C.



William J. Vande Castle

WJVC/kp

30.01 - Room tax.

(1) *Definitions.* In this chapter, the following definitions shall apply:

- (a) *Commission* has the meaning defined in § 66.00615(a), Wis. Stats. If two or more municipalities in a zone impose a room tax under section (a), the municipalities shall enter into a contract under § 66.0301, Wis. Stats. to create a commission under § 66.0301(2), [Wis. Stats.]. Each municipality in a single zone that imposes a room tax shall levy the same percentage of tax. If the municipalities are unable to agree on the percentage of tax for the zone, the commission shall set the percentage.
- (b) *Gross receipts* has the meaning as defined in § 76.48(d), Wis. Stats. A "gross receipts" means total revenue received from the retail furnishing of rooms, lodging, or similar accommodations by a hotel or motel as defined herein.
- (c) *Hotel and motel* have the meaning as defined in § 77.52(2)(a)1, Wis. Stats. "Hotel and motel" means a building or a group of buildings in which the public may obtain accommodations for a consideration, including, without limitation, such establishments as inns, motels, tourist homes, tourist houses or courts, bed and breakfast establishments, lodging houses, rooming houses, summer camps, apartment hotels, resort lodges and cabins, commercial indoor lodging facilities and any other building or group of buildings in which accommodations are available to the public, except accommodations rented for a continuous period of more than 30 consecutive days and accommodations furnished by any hospitals, sanitariums or nursing homes or by corporations or associations organized and operated exclusively for religious, charitable or educational purposes provided that no part of the net earnings of such corporations and associations inures to the benefit of any private shareholder or individual.
- (d) *Municipality* means the City of Sturgeon Bay, Wisconsin.
- (e) *Payor* means the person or entity who owes the tax imposed by this chapter.
- (f) *Room tax* means the tax imposed pursuant to this chapter.
- (g) *Tourism* has the meaning as defined in § 66.0615(1)(e), Wis. Stats. "Tourism" means any travel for recreational, business or educational purposes.
- (h) *Transient* has the meaning as defined in § 77.52(2)(a)1., Wis. Stats. "Transient" means any person residing for a continuous period of less than 30 consecutive days in a hotel, motel, or other furnished accommodations available to the public.
- (i) *Tourism entity* has the meaning as defined in § 66.0615, Wis. Stats. A nonprofit organization that provides staff, development or promotional services for the tourism industry in the municipality and as one of its primary purposes, the generation of paid overnight stays. The tourism entity must have a governing board comprised of over 50 percent representation from the area's restaurants, drinking places, gift/souvenir shops, hotels, motels, bed and breakfasts, tourist rooming houses, public golf courses, amusement parks or other tourist attractions; 25 percent or more of the total board must be owners or operators of room tax paying lodging establishments.
- (j) *Tourism promotion and development* has the meaning as defined in § 66.0615(1)(fm), Wis. Stats. "Tourism promotion and development" means any of the following that are significantly used by transient tourists and reasonably likely to generate paid overnight stays at more than one establishment on which a room tax may be imposed, that are owned by different persons and located within the municipality; or, if the municipality has only one such establishment, reasonably likely to generate paid overnight stays in that establishment:
  - 1. Marketing projects, including advertising media buys, creation and distribution of printed or electronic promotional tourist materials, or efforts to recruit conventions, sporting events, or motor coach groups.
  - 2. Transient tourist informational services.

3. Tangible municipal development, including a convention center.

(k) *Tourism zone* has the meaning as defined in § 66.0615, Wis. Stats. "Tourism zone" means an area made up of two or more municipalities that, those municipalities agree, is a single destination as perceived by the traveling public.

(2) *Tourism zone membership.* Pursuant to § 66.0615, Wis. Stats., the City of Sturgeon Bay will join the Door County Tourism Zone for the purpose of promoting the county as a single destination.

**(3) Imposition of room tax.**

(a) *Tax imposed.* Pursuant to § 66.0615, Wis. Stats., a tax is hereby imposed on the privilege and services of furnishing, at retail, of rooms or lodging to transients by hotel keepers, motel operators and other persons furnishing accommodations that are available to the public, irrespective of whether membership is required for the use of the accommodations. Such tax shall be at the rate of five and one-half percent (Emphasis added) of the gross receipts from such retail furnishing of rooms or lodgings. Such tax shall not be subject to the selective sales tax imposed by § 77.52 (2)(a)1., Wis. Stats., and may not be imposed upon sales to the Federal Government and persons listed under § 77.54 (9a), Wis. Stats.

(b) *Taxation effective date.* The effective date of the room tax shall be January 1, 2009.

(c) *Room tax payment frequency.* Room tax should be paid by the lodging property on a monthly basis. It should be paid by the end of the month following the month in which it was collected unless the end of the month falls on a Saturday or Sunday, which would make it due on Monday. The room tax is owed to the local municipality which imposed the tax, but the municipality directs that all checks be sent directly to the commission. If the room tax checks for all properties in a municipality are sent directly to the commission, the commission will send one check by the fifteenth of each month to the municipality for 30 percent of all room tax collected the previous month along with a report showing the amount of room tax collected from each lodging property. In the latter case, the commission does all the paperwork as part of their monitoring.

(d) *Room tax responsibility.* The correct amount of room tax shall accompany each lodging property's monthly tax return and be made payable to the Door County Tourism Zone Commission. If any person liable for any amount of tax under this agreement sells out their business or otherwise quits the business, their successors or assigns shall withhold sufficient of the purchase price to cover such amount until the former owner produces a receipt from the commission that it has been paid or a certificate stating that no amount is due. If any person subject to the tax imposed by this agreement fails to withhold such amount of tax from the purchase price as required, they shall become personally liable for the payment of the amount required to be withheld by them.

(e) *Monthly room tax return.* The monthly room tax return filed with the room tax payment by the lodging property shall contain the following information: Name of the business, physical address, postal address, municipality located within, name of the designated person filling out the return, month and year the return is for, total available rental units during the month (number of rental units in the facility multiplied by the days in the month or days they were open), number of rooms or units rented, total lodging sales for the month, room tax to be paid, (which should equal total lodging sales multiplied by the five and one-half percent room tax), and the signature of the person filling out this return, attesting to the accuracy. This information will allow the commission to judge the accuracy of the return, and, for the commission, with all returns in total, to judge the effectiveness of the tourism promotion. The commission shall establish the form of the monthly tax return as either a paper and/or electronic document.

(f) *Delinquent room tax.* Delinquent room tax returns shall be subject to a twenty-five dollar late filing fee. The tax imposed pursuant to this chapter shall become delinquent if not paid by the due date of the return. A forfeiture of 25 percent of the room tax due or \$5,000.00 whichever is less, of the tax imposed, is hereby established and due and owing in the event that the room tax is not paid within 30 days after the due date of the return. To prevent payment omissions, within



ten days of a past due room tax payment, the commission should send a written past due statement to the designated person or agent at the late paying lodging business. In addition to this forfeiture, all unpaid taxes under this chapter shall bear interest at the rate of 12 percent per annum from the due date of the return until received and deposited by the commission. Whenever the commission has probable cause to believe that the correct amount of room tax has not been assessed or that the tax return is not correct, or that the tax has not been paid, the commission is authorized to examine and inspect the books, records, memoranda and property of any person in order to verify the tax liability of that person or another person. The commission shall make an estimate of the amount of tax owed. Based on this estimate, the commission shall add a penalty of ten percent thereof. If a person files a false or fraudulent return with the intent of either case to defeat or evade the tax imposed by this ordinance, a penalty of 50 percent shall be added to the tax required to be paid, exclusive of interest and other penalties. If any past due tax, interest or penalties are due at the beginning of a calendar year, a new room tax-lodging permit will not be issued by the commission unless satisfactory financial arrangements have been made with the commission to satisfy payment.

- (g) *Confidentiality of reports.* All room tax returns, schedules, exhibits, writings or audit reports relating to such returns, on file with the commission and the municipality are deemed confidential pursuant to § 66.0615(3), Wis. Stats., except they may divulge their contents to the following, and no others:

1. The person who filed the return.
2. Officers, employees or agents of the \_\_\_\_\_ treasurer and the commission.
3. Other persons for the use in the discharge of duties imposed by law, or in the discharge of the duties of their office (unless otherwise prohibited by law), or by order of a court.

- (h) *Initial adoption year exemptions.* The following exemptions shall automatically expire on December 31 of the calendar year of adoption. During the period of time from the adoption of the room tax ordinance until December 31 of that calendar year, there may be exemptions to the collection of the room tax subject to audit. Any person or business otherwise required to file a return and make a payment under this agreement, will be allowed an exemption from the requirement to collect and pay room tax for any signed contract dated prior to the adoption of the agreement in which the contract guarantees the lodging rates and the applicable taxes. This also applies to any gift certificate purchase before the adoption of this agreement, which is not for a fixed dollar amount, but, instead, for the amount paid, guarantees a particular lodging rate and the applicable taxes. This exemption does not apply to reservations made before the adoption of this agreement, which are not binding contracts. The commission shall establish provisions for the proper reporting of these exemptions.

(4) *Lodging establishments to be licensed.*

- (a) *License required.* Any party supplying transient lodging in the City of Sturgeon Bay shall obtain and maintain a permit from the commission permitting the rental of accommodations. No accommodations shall be rented or available for rental for a period of less than 30 days by any party not possessing a lodging permit issued by the commission.

- (b) *Permit application.* Any party furnishing lodging accommodations to transient guests in the City of Sturgeon Bay shall annually file, on or before the end of the year, with the commission, an application to operate each place of business subject to this chapter. There shall be no cost for the filing of the application for the permit. (Emphasis added) The application form shall include, at minimum, the following information:

1. The name of the business under which the person, partnership or corporation transacts business or intends to transact business. (This name shall agree with that used for sales tax permits.)
2. The name of the agent for the business or other person designated as responsible to remit the room tax, and means to contact this person, including email address, postal address, telephone number, fax number and cell phone number.

3. The physical and mailing address of the business.
  4. Number of rental units at the location for each month of the year during which the business is operating.
  5. The signature of the person designated in item b. above.
- (c) *Permit review and issuance.* The commission may accept the application, review it for accuracy and issue the permit. The permit shall not be assignable. The permit shall only be valid for the person named on the application as being responsible to remit the room tax. In cases where that person should change or the ownership should change during the life of the permit, the application and issuance of a new permit shall be necessary.
- (d) *Penalty for failure to obtain and maintain a permit for the rental of accommodations.* Any party in violation of the terms of this chapter by failing to obtain or maintain a lodging permit, when such permit is required, shall be subject to a forfeiture of not less than \$20.00 nor more than \$100.00 for each violation. Each room or unit separately rented or offered for rent, and each day of such rental or offer for rental of such unit shall be a separate violation. In addition, injunctive relief is hereby authorized to discontinue violation of this chapter. Any party deemed to have violated any of the provisions of this chapter shall be obligated to pay the costs of prosecution, in addition to actual attorney fees expended in the course of said enforcement.
- (e) *Tourism zone commission.* Authority is hereby delegated to the Door County Tourism Zone Commission to act as agent of this municipality in the enforcement of this chapter as amended, for violation of the requirement of obtaining and maintaining a lodging permit when such lodging permit is required. The Door County Tourism Zone Commission shall have and may exercise the full authority which would otherwise be available to this municipality in the enforcement of this chapter, including the ability to seek enforcement and penalties for failure to comply with the section requiring a lodging permit.
- (5) *Creation of a commission.*
- (a) *Commission purpose.* The municipalities shall enter into a contract under § 66.0615, Wis. Stats., to create a commission under the intergovernmental cooperation provisions of § 66.0301(2), Wis. Stats. The commission shall contract with a tourism entity for the promotion of the destination with a minimum of 70 percent of the room taxes collected.
- (b) *Commission membership.* The commission created by a tourism zone agreement under § 66.0615, Wis. Stats., shall consist of the following members:
1. Two members from each municipality in which annual tax collections exceed \$300,000.00.
  2. One member from each municipality in which annual tax collections are \$300,000.00 or less.
  3. Two additional members, who represent the Wisconsin hotel and motel industry, shall be appointed to the commission by the chairperson of the commission. Those individuals shall serve for a one-year term at the pleasure of the chairperson, and may be reappointed. These members shall not be members of the board of directors or employees of the tourism entity.
- (c) *Commission member appointment process and term of office.* Members of the commission shall be appointed by the principal elected official in the municipality and shall be confirmed by a majority vote of the members of the municipality's governing body who are present when the vote is taken. Commissioners shall serve a one-year term, at the pleasure of the appointing official, and may be reappointed. If a member of the commission resigns or is removed for cause, the municipal body that appointed the member may appoint another person to fulfill the unexpired term. If the subject member was appointed by the chairperson, they may appoint another person to fill the unexpired term. Members of the commission shall receive no pay, but may be reimbursed for their travel expense.

- (d) *Applicability of state open meetings law.* While membership on the commission is provided for each municipality in the zone agreement, all membership positions need not be filled if a municipality does not see a need. A member community that does not appoint a representative shall not count towards the determination of a quorum. The commission shall be subject to the provisions of the Wisconsin Open Meetings and Open Records laws as amended.
- (e) *Role of commission.* The commission shall perform such tasks as are specified in the tourism zone agreement.
- (6) *[Distribution of room tax.]* Upon receipt of the room taxes that are collected for the City of Sturgeon Bay, the commission shall distribute 30 percent of the room taxes to the city clerk for such purposes as the Sturgeon Bay Common Council shall determine. The commission shall distribute 66 percent of the room taxes to the tourism entity subject to the provisions of the intergovernmental agreement and entity agreement. The commission may retain up to four percent of the room taxes collected for administrative expenses.
- (7) *[Spending of room tax.]* The commission shall contract with a tourism entity who shall spend the room taxes on tourism promotion and development. The tourism entity shall not use any of the room tax revenue to construct or develop a lodging facility.
- (8) *[Tracking expenditures.]* The tourism entity shall track the use of room tax revenues and expenditures and state its impact on generating paid overnight stays in the community. The tourism entity shall permit and allow inspections of its records pertaining to the use of the room tax funds upon request of the tourism commission at reasonable times. The tourism entity shall provide a written report as determined by the tourism commission, no less than annually, and such report shall be available to the municipality and public upon request.

(Ord. No. 988-0597, § 1, 5-6-97; Ord. No. 990-0897, § 1, 8-5-97; Ord. No. 997-1197, § 1, 11-18-97; Ord. No. 1028-1299, §§ 1, 2, 12-21-99; Ord. No. 1054-1000, § 1, 11-7-00; Ord. No. 1216-0908, §§ 1, 2, 9-16-08; Ord. No. 1228-1108, 11-18-08; Ord. No. 1231-1208, § 1, 12-16-08)

# DOOR COUNTY TOURISM ZONE COMMISSION AGREEMENT

Amended 1/1/2009

Pursuant to Wisconsin Statutes '66.0615 and Wisconsin Statutes '66.0301, the following municipalities of Door County, Wisconsin enter into this Agreement for the purpose of promoting and developing tourism:

## Municipalities:

Village of Egg Harbor	15	Town of Washington
Village of Ephraim	16	Town of Gardner
Village of Sister Bay	17	Town of Sturgeon Bay
Town of Baileys Harbor	18	Town of Brussels
Town of Egg Harbor	19	Town of Forestville
Town of Gibraltar	20	Village of Forestville
Town of Jacksonport	21	Town of Clay Banks
Town of Liberty Grove	22	City of Sturgeon Bay
Town of Sevastopol	23	Town of Union
Town of Nasewaupee		

1. Single Destination. The contracting municipal parties agree and acknowledge that the traveling public generally perceives the area encompassing the municipalities as a single destination.

2. Commission Created. The contracting municipalities further agree to create a Commission pursuant to the provisions of Wisconsin Statutes 66.0615 for the purpose of monitoring the collection of room taxes, contracting with the Tourism Entity to obtain staff, support service and assistance in developing and implementing programs to promote the Tourism Zone to visitors, and to do all things necessary and provided for by the statute.

3. Room Tax to be Enacted. The participants of this Agreement agree to enact a Room Tax Ordinance with the effective date of May 1, 2007 or acknowledge that a room tax already exists in their municipality. Any municipality wishing to join the Door county Tourism Zone in the futures will adapt this Agreement, the ORDINANCE FOR THE COLLECTION OF TAX ON OVERNIGHT LODGING and any amendments therewith, (Exhibit A) and accept the bylaws and all agreements, contracts, policies and procedures of the Door County Tourism Zone Commission in effect at the time membership is granted.

4. 5.5% Tax. Under this Agreement the participating municipalities agree that the Room Tax Rate shall be five and one half percent (5.5%).

5. Room Tax Imposed. The Room Tax is imposed on transient lodgers by entities furnishing, at retail, rooms or lodging to transients, renting for less than thirty (30) days, by hotelkeepers, motel operators and other persons furnishing accommodations that are available to the public. In addition any Condominium Association in which the Association brokers any form of rental lodging that is subject to Sales or Use Tax shall also be subject to this ordinance. Any Real Estate Agency which also rents lodging that is subject to Sales or Use Tax shall also be subject to this Agreement. The Room Tax is imposed on the gross receipts, the total revenue received from the retail furnishing of rooms, lodging and all lodging amenities received for the rates charged by a hotel or motel as defined within this Agreement. Lodging amenities may include breakfast, newspaper, Internet, telephone, cable TV, swimming pool, whirlpools and other amenities not available without charge to the general public not staying at the lodging establishment. Sales not subject to the Room Tax would be any items sold over the counter, as in a gift shop, separate sales in an adjoining restaurant, room service, vending machine or bar, the part of a package sale that is separate

## DOOR COUNTY TOURISM ZONE COMMISSION AGREEMENT

from lodging. Sales not subject to sales tax would also be exempt from Room Tax. There is also no sales tax on the Room Tax.

6. Definitions. Hotel or motel means a building, group of buildings or structure in which the public may obtain accommodations for a monetary consideration, including, without limitation, such establishments as inns, motels, hotels, tourist homes, private homes, bed and breakfast establishments, rooming houses, condominiums, summer camps, apartment homes, resort lodges and cabins, commercial indoor lodging facilities, campgrounds with A-frames, cabins or trailers and any other building or group of buildings available to the public.

7. Transient Lodging Permit. Any person, partnership or corporation furnishing lodging in a participating municipality who or which is a party to this Agreement, shall, before commencing business, file with the clerk of the Tourism Zone Commission, an application and obtain a permit to operate each place of business subject to this Agreement. There shall be no cost for the filing of the application or the permit. Such a permit is not transferable or assignable upon transfer of business ownership. The application form shall include, at minimum, the following information:

- a. The name of the business under which the person, partnership or corporation transacts business or intends to transact business. (This name shall agree with that used for Sales Tax Permits.)
- b. The name of the agent for the business or other person designated as responsible to remit the Room Tax. A means of contacting this person including email address, postal address, telephone number, fax number and cell phone number.
- c. The physical and mailing address of the business.
- d. Number of rental units at the location for each month of the year during which the business is operating.
- e. The signature of the person designated in item b. above.

The Commission may accept the application, review it for accuracy and issue the permit. The permit shall only be valid for the person named on the application as being responsible to remit the Room Tax. In cases where that person should change or the ownership should change during the life of the permit, the submittal of a new application and the issuance of a new permit shall be necessary. All information on this permit shall be kept current at all times.

8. Penalty for Non-compliance. Any party in violation of the ORDINANCE FOR THE COLLECTION OF TAX ON OVERNIGHT LODGING by failing to obtain and maintain a lodging permit, when such permit is required, shall be subject to a forfeiture of not less than twenty dollars (\$20.00) nor more than one hundred dollars (\$100.00) for each violation. Each room or unit separately rented or offered for rent and each day of such rental or offer for rental of such unit shall be a separate violation. In addition, injunctive relief is hereby authorized to discontinue violation of the aforementioned Ordinance. Any party deemed to have violated the Ordinance shall be obligated to pay the costs of prosecution, in addition to actual attorney fees expended in the enforcement of the Ordinance.

9. Distribution of Tax. Of the Room Tax collected, seventy percent (70%) will be used by the Commission for the promotion of the Tourism Zone to visitors and to encourage overnight stays. An amount equal to four percent (4%) of the total Room Tax collected will be subtracted from this seventy percent (70%) and used to pay the administration expenses of the Commission including the cost of: issuing permits, monitoring collection of Room Tax, reviewing the progress of the contracted Tourism Entity, approving the Tourism Entity's budget, approving the payment of monthly expenses and preparing monthly, quarterly and annual reports to the participating municipalities plus any and all tasks and costs necessary in the operation of the Commission. The remaining sixty-six percent (66%) shall be distributed to a contracted tourism entity in such manner as the Commission so determines to satisfy an agreed-upon budget to promote the Tourism Zone. The percentage available for Administrative expenses may be revised as directed in article 18, Administration. All funds in excess of the approved Tourism Entity budget shall be retained by the Commission in a reserve fund. This reserve funds need not be expended in the year they were collected and may be used in the proceeding budget cycle. These excess funds can be used by the Commission to help promote local or



## DOOR COUNTY TOURISM ZONE COMMISSION AGREEMENT

special events within the Tourism Zone through the Tourism Entity. The tourism entity may from time to time present special non-budgeted promotions that may require the use of the reserve funds. The expenditure of these excess funds for any reason shall be approved by the Commission by a two thirds (2/3) assenting vote of the commissioners present at a meeting, properly noticed and at which a quorum is present. The remaining thirty percent (30%) shall be distributed to the municipality from which the Room Tax was collected "to use for" such purposes as the respective governing body determines.

10. Payment. Room Tax should be paid by the lodging property on a monthly basis. It should be paid by the end of the month following the month in which it was collected. While the Room Tax is owed to the local municipality which imposed the tax, for convenience and collection purposes, all room tax returns and payments are to be sent directly to the Commission. The Commission, by the twenty-fourth (24<sup>th</sup>) of each month, will send to each participating municipality a payment along with the report required in Section 19 of this agreement showing the total room tax collected from all lodging properties in their municipality for the previous month. This payment will equal thirty percent (30%) of all Room Tax collected in their municipality plus or minus any adjustments from the previous months.

11. Room Tax Returns. The Monthly Room Tax Return filed with the room tax payment by the lodging property shall contain the following information: permit number, name of the business, physical address, postal address, municipality, name of the designated person filling out the return, month and year the return is for, total available rental units during the month (number of rental units in the facility multiplied by the days in the month or days they were open), number of rooms or units rented, total lodging sales for the month, room tax to be paid (which should equal total lodging sales multiplied by the 5.5% Room Tax) and the signature of the person filling out this return, attesting to the accuracy. This information will allow the Commission to judge the accuracy of the return and also, with all returns in total, to judge the effectiveness of the tourism promotion. The Commission shall establish the form of the monthly tax return as either a paper and/or electronic document. An on-line reporting system with an ACH payment option may also be implemented.

12. Exemptions. The member municipalities recognize that additional municipalities may join at a future date. Upon approval of the standard adoption ordinance the Commission will enforce the exemption language below, if exemptions are granted by the new member.

### Initial Adoption Year Exemptions.

The following exemptions shall automatically expire on December 31st of the calendar year of adoption. During the period of time from the effective date of the Room Tax ordinance until December 31st of that calendar year, there may be exemptions to the collection of the Room Tax subject to audit. Any person or business otherwise required to file a return and make a payment under this Agreement, will be allowed an exemption from the requirement to collect and pay Room Tax for any signed contract dated prior to the adoption of the Agreement in which the contract guarantees the lodging rates and the applicable taxes. This also applies to any gift certificate purchase before the adoption of this Agreement, which is not for a fixed dollar amount, but, instead, for the amount paid, guarantees a particular lodging rate and the applicable taxes. This exemption does not apply to reservations made before the adoption of this agreement, which are not binding contracts. The Commission shall establish provisions for the proper reporting of these exemptions.

This section shall only apply to municipalities joining after May 28, 2008.

13. Enforcement. The Commission shall pursue enforcement of delinquent room tax. Delinquent Room Tax returns shall be subject to a twenty-five dollar (\$25) late filing fee. The tax imposed by this Agreement shall become delinquent if not paid by the due date of the return. A forfeiture of twenty-five percent (25%) of the room tax due or five thousand dollars (\$5,000.00), whichever is less, of the tax imposed is hereby established, due and owing in the event that the room tax is not paid within thirty (30) days after the due date of the return. To prevent payment omissions, within ten (10) days of the failure to receive a Room Tax payment, the Commission shall send a written

## DOOR COUNTY TOURISM ZONE COMMISSION AGREEMENT

past due statement, or in the event of electronic filing, an electronic delinquency notice to the designated person or agent at the late paying lodging business. In addition to this forfeiture, all unpaid taxes under this Agreement shall bear interest at the rate of one percent (1%) per month from the due date of the return until received and deposited by the Commission and the payment has cleared through the bank.

Whenever the Commission has probable cause to believe that the correct amount of room tax has not been assessed or that the tax return is not correct, or that the tax has not been paid, the Commission is authorized to examine and inspect the books, records, memoranda and property of any person in order to verify the tax liability of that person or another person. Upon completion of this examination, the Commission shall make an estimate of the amount of tax owed. A penalty of five percent (5%) shall be added to this estimated tax liability. In addition, this estimated tax and penalty shall bear interest at the rate of one percent (1%) per month from the due date of the missing or incorrect return until received by the Commission and the payment has cleared through the bank. Unless satisfactory financial arrangements have been made with the Commission's treasurer to satisfy payment of any and all delinquent Room Tax, fees, penalties and interest, the lodging permit shall be suspended or revoked.

The Commission, through its attorney, may coordinate enforcement efforts with the Department of Revenue for the collection of all delinquent Room Tax and may contract with a collection agency. The Commission shall be responsible for prosecuting fraudulent returns and collecting delinquent tax, penalties and interest. All amounts recovered, whether in the form of tax, penalties, or interest shall be subject to the provisions of paragraph 9 hereof so that seventy percent (70%) of all such amounts recovered shall be retained by the Commission with the remaining thirty percent (30%) paid to the municipality from which the collection was made.

Authority is hereby delegated to the Door County Tourism Zone Commission to act as agent for all member municipalities in the enforcement of the ORDINANCE FOR THE COLLECTION OF TAX ON OVERNIGHT LODGING. The Door County Tourism Zone Commission shall have and may exercise the full authority which would otherwise be available to the municipalities in the enforcement of the Ordinance, including the ability to seek enforcement and penalties for the failure to comply with the Ordinance as the requirements in Section 7 of this agreement define, for obtaining and maintaining a lodging permit. In addition, injunctive relief is hereby authorized to discontinue violation of the Ordinance. Any party deemed to have violated the Ordinance shall be obligated to pay the cost of prosecution, in addition to actual attorney fees expended in the enforcement of the Ordinance.

14. Confidentiality. All Room Tax returns, schedules, exhibits, writings or audit reports relating to such returns on file with the Commission and the municipality are deemed confidential, except the Commission or municipality may divulge their contents to the following, and no others:

- a. The person or his or her legal representative who filed the return;
- b. Officers, employees or agents of the municipal treasurer and the Commission;
- c. Other persons for the use in the discharge of duties imposed by law, or in the discharge of the duties of their office (unless otherwise prohibited by law), or by order of a court.

15. Commission Membership. The Commission created by a Tourism Zone Agreement under Wisconsin Statutes '66.0615 shall consist of the following members:

- a. Three (3) members from each municipality in which annual tax collections exceed \$1 million.
- b. Two (2) members from each municipality in which annual tax collections exceed \$300,000.
- c. One (1) member from each municipality in which annual tax collections are \$300,000 or less.
- d. Two additional members (at large members), who represent the Wisconsin hotel and motel industry, shall be appointed to the Commission by a majority vote of members of the Commission, or a duly authorized nominating committee, and these individuals shall serve for a one-year term at the pleasure of the Commission and may be reappointed. These members shall not be members of the Board of Directors or employees of the Tourism Entity.

## DOOR COUNTY TOURISM ZONE COMMISSION AGREEMENT

The Commission shall be subject to the provisions of the Wisconsin Open Meetings law as amended. Members of the Commission shall be appointed by the principal elected official in the municipality and shall be confirmed by a majority vote of the members of the municipality's governing body who are present when the vote is taken. Commissioners shall serve a one-year term, at the pleasure of the appointing official and may be reappointed. Members of the Commission shall receive no pay, but may be compensated for actual expenses and mileage while attending meetings or on official business for the Commission. This compensation may be in the form of prepayment, allowance or actual reimbursement of any expenses incurred. While membership on the Commission is provided for each municipality in the zone agreement, all membership positions need not be filled if a municipality does not see a need. A member community that does not appoint a representative shall not count towards the determination of a quorum. All municipalities will still receive their monthly, quarterly and annual reports from the Commission. If a member of the Commission resigns or is removed for cause, the municipal body that appointed the member may appoint another person to fulfill the unexpired term. If the subject member was appointed by the chairperson they may appoint another person to fill the unexpired term.

16. Commission Procedures. The Commission shall meet monthly, but may also meet at the call of the chairperson or by petition of any three members. The Commission may by a vote of the membership modify the monthly meeting requirement. Any members or others having direct control of finances of the Commission shall be subject to a bond meeting the requirements of Wisconsin Statutes '19.01 in an amount of no less than Fifty thousand dollars (\$50,000.00). The Commission shall also maintain errors and omissions coverage and any other insurance deemed necessary in the conduct of its business. Expenses of the bond and insurance are paid as administration expenses by the Commission. Any checks or payments issued by the Commission shall bear the signatures of two (2) officers of the Commission (chairperson, vice chairperson, secretary and/or treasurer). The Commission shall submit all financial records to a licensed accounting firm for an annual financial audit and a copy of that audit shall be made a portion of the annual report to participating municipalities. The accounting firm shall be selected by a majority vote of the Commission. All meeting notices and minutes shall be sent to member municipalities.

17. Commission Organization. The organization and powers of the Commission shall be as follows:

- a. The Commission shall be empowered to act once three (3) municipalities have approved the ORDINANCE FOR THE COLLECTION OF TAX ON OVERNIGHT LODGING and the DOOR COUNTY TOURISM ZONE COMMISSION AGREEMENT. The selection of officers (chairperson, vice-chairperson, and secretary and/or treasurer) shall be determined by the membership. The Commission is authorized to contract for services with the Tourism Entity. The chairperson of the Commission shall solicit nominations of individuals to serve as the two (2) at large members who shall represent the interest of the transient lodging industry. The chairperson shall preside at all meetings, participate in the appointment of all committees only with ratification by the Commission, prepare the meeting agendas and generally perform the duties of the presiding officer. The Commission may vote to establish an executive committee including at least one at large member. The powers of the executive committee including the ability to approve bills and payments shall be determined by a two thirds (2/3) assenting vote of the commissioners present at a meeting, properly noticed and at which a quorum is present.
- b. After six (6) months have elapsed from the first Commission meeting the terms of the initial officers shall expire. The current members shall elect new officers. The at large members representing the transient lodging industry shall retain their membership until their terms expire. After this transcending period all officers and at large members' terms will expire in June, 2008. At the Commission regular monthly meeting in June or as soon as possible thereafter new officers shall be elected for a one (1) year term and the at large representatives shall be appointed for a one (1) year term to coincide with the election of officers.
- c. The Commission may develop bylaws which are consistent with this Agreement and approved by a two-thirds (2/3) majority of member municipalities.

## DOOR COUNTY TOURISM ZONE COMMISSION AGREEMENT

18. Administration. Administrative expenses of the Commission, which are all the expenses except for distribution to the Tourism Entity for tourism promotion, as stated previously in this Agreement cannot exceed four percent (4%) of the gross Room Tax collected and shall come from the seventy percent (70%) that does not go to the municipalities. This four percent (4%) administration fee may be increased upon approval of two-thirds (2/3) of the member municipalities. These expenses can include, but are not limited to the following: compensation to Commissioners for actual expenses and mileage while attending meetings or on official business for the Commission, wages paid to an administrative assistant, mileage paid to the administrative assistant when necessary in his/her work, rental of office space, accounting fees for the annual audit, insurance costs to cover bonding and anything else found necessary, office equipment, office supplies, postage, telephone, internet, utilities and any legal expenses, including litigation and any other expenses associated with the collection of unpaid Room Tax. The rate paid for mileage shall be the same as the standard Internal Revenue Service rate for business mileage adjusted periodically.

19. Reports. The Commission shall submit the following reports to all participating municipalities:

- a. A monthly report that lists all lodging properties in the municipality, the total amount of Room Tax they collectively paid and any properties that are delinquent. It should also include a payment to the municipality for thirty percent (30%) of the amount collected. This report and payment should be sent by the twenty-fourth (24<sup>th</sup>) of the month for collections received by the Commission in the previous month.
- b. A quarterly report showing detailed expenditures for all administrative expenses of the Commission. Also included shall be a quarterly report for the previous three months from the Tourism Entity. This report should itemize all expenses that were incurred during the quarter and have been paid or should be paid. This report should be available sixty (60) days after the end of the quarter.
- c. An Annual Report should summarize the activity of the past year. It should include the Commission's annual audit, all room taxes collected by the municipalities for each month of the year and a detailed report of all administrative expenses, all payments to the Tourism Entity and an end of year balance sheet. It also should include the annual report from the Tourism Entity. This report shall summarize the activity of the past year but, most importantly; it must show the return on investment, i.e., what was gained from the room taxes invested, how well the goals and objectives established in the last annual report were achieved. It must also show what the goals and objectives for the coming year will be. These goals and objectives should have been set after discussion and mutual agreement between the Tourism Entity and the Commission. This report should be made available to the member municipalities and lodging properties within the Tourism Zone ten (10) days before the Commission's annual meeting. An annual meeting of the Door County Tourism Zone Commission shall be held in the month of May of each year, after the annual report has been received and before the new summer season begins to answer any questions, discuss any concerns and further explain all goals and objectives. All Municipal Boards and permitted lodging properties located within the Tourism Zone and the Door County Visitor Bureau shall be notified and invited to attend this annual meeting.

20. Agreement Term/Amendment. The term of this Agreement shall be five (5) years from the effective date of January 1, 2007. After the first five (5) years, any member municipality may withdraw, without penalty, from this Tourism Zone Agreement upon giving the Commission six (6) months notice. However, upon withdrawal, the municipality shall convey to the Commission seventy percent (70%) of the room tax generated for the calendar year in which such notice was provided. This conveyance shall be paid under the same terms and conditions specified in the Agreement. At any time, a two-thirds (2/3) majority of the municipal boards participating in this Agreement can amend, in writing, the Door County Tourism Zone Commission Agreement. Further, this Agreement can be terminated in its entirety by two-thirds (2/3) majority of the municipal boards that are party to this Agreement. It is anticipated that additional municipalities may join this Commission in the future by adopting the ORDINANCE FOR THE COLLECTION OF TAX ON OVERNIGHT LODGING, this DOOR COUNTY TOURISM ZONE COMMISSION AGREEMENT, the DOOR COUNTY TOURISM ZONE COMMISSION BYLAWS and any agreements, contracts, policies and procedures in effect at the time membership is granted.

## DOOR COUNTY TOURISM ZONE COMMISSION AGREEMENT

21. Authority. In signing this Agreement, representatives of the respective municipalities represent and warrant that this contract has been approved by the legislative body of that municipality and that appropriate authority rest in the signatories on behalf of the respective municipalities.

22. Severable. Any provision in this Agreement which is deemed unenforceable or unlawful shall be interpreted as having been removed from this Agreement without affecting the remaining provisions in this Agreement. Any such unlawful or ineffective provisions shall be severable from the remainder of the Agreement.

23. Disputes. This Agreement shall be interpreted under the laws of the State of Wisconsin. Any litigation with respect to this Agreement shall be venued exclusively in the Circuit Court for Door County, Wisconsin.

## DOOR COUNTY TOURISM ZONE COMMISSION AGREEMENT

1 **Municipality – Village of Sister Bay**

2 By: President s/s Denise L. Bhirdo, 04/12/07

3 Attest: s/s Robert L. Kufrin

4

5 **Municipality – Village of Ephraim**

6 By: President s/s Paul Burton, 04/12/07

7 Attest: s/s Diane Kirkland

8

9 **Municipality – Village of Egg Harbor**

10 By: President s/s Bruce K. Hill, 04/12/07

11 Attest: s/s Patricia C. Gureski

12

13 **Municipality – Town of Egg Harbor**

14 By: Chairperson s/s Paul Peterson, 04/12/07

15 Attest: s/s Patricia C. Gureski

16

17 **Municipality – Town of Baileys Harbor**

18 By: Chairperson s/s James Parent, 04/12/07

19 Attest: s/s Patricia C. Gureski

20

21 **Municipality – Town of Gibraltar**

22 By: President s/s Merrell Runquist, 04/12/07

23 Attest: s/s Patricia C. Gureski

24

25 **Municipality – Town of Jacksonport**

26 By: Chairperson s/s George Bagnall, 04/12/07

27 Attest: s/s Patricia C. Gureski

28

29 **Municipality – Town of Liberty Grove**

30 By: Chairperson s/s William P. Casey, 04/12/07

31 Attest: s/s Walter L. Kalms

32

33 **Municipality – Town of Sevastopol**

34 By: Chairperson s/s Charles Tice, 04/12/07

35 Attest: s/s Patricia C. Gureski

36

37 **Municipality – Town of Nasewaupee**

38 By: Chairperson s/s Steve Sullivan, 04/14/07

39 Attest: s/s Paul Georgia

40

41 **Municipality – Town of Washington**

42 By: Chairperson s/s Timothy Jessen 07/19/07

43 Attest: s/s Valerie Carpenter

44

45 **Municipality – Town of Gardner**

46 By: Chairperson s/s Paul DeWitt 05/05 08

47 Attest: s/s Amy Sacotte

48

49 **Municipality – Town of Sturgeon Bay**

50 By: Chairperson s/s Daniel Chilar 10/06/08

51 Attest: s/s Nancy Anschutz

52 **Municipality – Brussels**

53 By: Chairperson s/s George Delveaux 10/14/2008

54 Attest: s/s Nancy Anschutz

55

56 **Municipality – Town of Forestville**

57 By: Chairperson s/s Edson Stevens 10/20/08

58 Attest: s/s Ruth Kerscher

59

60 **Municipality – Town of Union**

61 By: Chairperson s/s Clayton Fontaine 10/21/08

62 Attest: s/s Rena LaLuzerne

63

64 **Municipality – Village of Forestville**

65 By: Chairperson s/s Tom Tostrup 11/3/08

66 Attest: s/s Kathy Mueller

67

68 **Municipality – Clay Banks**

69 By: Chairperson s/s Myron Johnson 11/19/08

70 Attest: s/s Jessica Bongle

71

72 **Municipality – City of Sturgeon Bay**

73 By: Mayor s/s Thomas Voegle 12/16/08

74 Attest: s/s Stephanie Reinhardt

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

We, the Finance/Purchasing & Building Committee, hereby recommend to enter into an annexation agreement with Fox Valley Storage, Inc based on the 8 parameters outlined in the draft agreement presented.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING  
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: January 26, 2021

\*\*\*\*\*

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

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

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2021

## EXECUTIVE SUMMARY

**Title:** Pre-Annexation Agreement with Fox Valley Storage, Inc. for Wilke Parcel

**Background:** The Finance Committee recently expressed interest in entering into an annexation agreement with Fox Valley Storage pertaining to a parcel of land within the Town of Sturgeon Bay. Richard Wilke owns this 6.65-acre parcel located on the east side of N. 18<sup>th</sup> Avenue. The parcel is within the Town of Sturgeon Bay, but abuts the city limits. Fox Valley Storage wants to purchase the property and develop it with commercial storage buildings.

Because the site is under Door County zoning jurisdiction and the commercial use is consistent with both the Town of Sturgeon Bay and Door County comprehensive plans, there is a good chance that the developer would be successful in obtaining permits for the proposed project. The goal of the City is to ensure that development does not detract from or hinder future City growth in this region. Therefore, it behooves the City to work cooperatively with the developer to allow the development to proceed while at the same meeting the City's future needs. The annexation agreement could accomplish several things:

- Ensure that the property eventually becomes part of the City.
- Ensure that sanitary sewer and water service can be efficient extended along N. 18<sup>th</sup> Ave and that development upon the Wilke parcel will connect to future services.
- Enable the development of the site to follow development standards and guidelines of the City to the extent practical.
- Potentially set the stage for a larger annexation area including land to the north and south.

City staff prepared a set of proposed annexation agreement parameters. Fox Valley Storage reviewed the draft and sent back proposed revisions. These are included in the packet along with staff's comments regarding the revisions. For the most part, the two versions are very similar, with only a few issues to work out.

The Finance Committee recommended approval of the parameters as further revised by staff. The Council can now approve the agreement or it can counter with provisions of its own. This item can be taken up in closed session, if desired, as it is a competitive bargaining situation.


A draft of the formal pre-annexation agreement based upon the Finance Committee's recommendation was created. The agreement still needs the review of the City Attorney and approval by the property owner.

**Fiscal Impact:** There is no real fiscal impact to the pre-annexation agreement, other than staff time and incidental costs. However, the actual annexation itself will have an impact. The City prepares an annexation study when the annexation petition is made and that study looks at the impacts of extending the various municipal services and the tax value from the annexed land. Notably, the agreement does not require the City to approve the annexation. If, for some reason, the actual



annexation does not make fiscal sense, the City could elect to allow the property to remain in the Town.

**Recommendation:** Staff believes it is wise to ensure that the property eventually becomes part of the City and that the area receives municipal utilities. The recommendation is to approve the Finance Committee's recommendation along with the draft of the pre-annexation agreement.

Prepared by:   
Martin Olejniczak  
Community Development Director

2-10-2021  
Date

Reviewed by:   
Josh Van Lieshout  
City Administrator

2/10/21  
Date

## Parameters for Annexation Agreement – Fox Valley Storage/Wilke Property

Black = original draft by staff    **Red = Revisions by FVS**    Green = staff comments on the FVS revisions

1. Commitment to annex – Property owner agrees to submit annexation petition when requested by City, but City agrees not to request such annexation until the earlier of the following triggers:
  - a. after **ALL** building permits are issued for the first phase of development and municipal sanitary sewer and water service is extended to the parcel; **or**
  - b. **within the first 5 years of the recording of annexation agreement.**

Explanation: The City might desire to wait 5 years or even longer if it wants to attempt a larger annexation of the whole region. Otherwise, an option is to tie the annexation to the extension of sewer/water

*Note: The annexation process takes longer than county rezoning/conditional use. Therefore, this provision allows developer to get started with construction while still in the town. The actual annexation petition potentially could occur several years later.*

2. Annexation petition – the annexation petition may be required to include other property eligible to be annexed. **Amend “may” to “will”. And also include verbiage so as to include both the property to the north and the property to the south.**

*This revision potentially is problematic. An annexation petition is only valid if at least 50% of the owners by area or by property value have signed the petition. If language is included about the petition still being a valid petition, then the change could be acceptable. Otherwise, leave the “may” word as is.*

*Note: If it makes sense to also annex surrounding parcels, the City prefers to do it as one larger annexation rather than multiple individual petitions.*

3. Future use and development – Buildings fronting upon N. 18<sup>th</sup> Avenue **[Within 150’]** shall be developed with an occupied use that requires sanitary sewer and water facilities. If municipal sanitary sewer and water facilities are not available at the time of development of such buildings, the buildings may initially be developed using private well and/or sanitary system, provided, however, that connection to the municipal sanitary sewer and water facilities occurs at the time such facilities are extended to the property. **As per the proposed site plan, this future use will include the northerly two (2) buildings, but excludes the southerly one (1) building.**

*Subject to confirming the proposed site plan, this revision seems acceptable. It ensures that the site will need sewer/water service. We do want to avoid having purely storage buildings too close to 18<sup>th</sup> Ave.*

*Note: This provision ensures both that the property needs sewer and water and will hook up to sewer and water when available. But, if it takes too long to extend the mains, it allows the property owner to temporarily use private systems so development of the front part is not unduly delayed.*



4. Assessment for extension of municipal sanitary sewer and water mains – Property owner agrees to pay a pro-rata share of the costs of installation of municipal sanitary sewer and water mains serving the parcel on a per foot basis. Such assessment shall not become due until building(s) on the property are connected to the mains and may be paid in installments under the City's special assessment policy.

*Note: Sturgeon Bay Utilities is working on an estimate of this cost. Update – SBU estimates that water extension would be about \$75 per foot if installation is outside of the road pavement. Sewer is more complicated but installation cost of \$50/ft. if outside the pavement can be used as a base. If lift station is required it will add costs. SBU is further investigating this issue. Assuming the City assesses the extension on a per foot basis and both sides of the road can be assessed, the cost to the Wilke parcel would be about \$19,000.*

5. Availability of sewer/water – If at the time that municipal sanitary sewer and water facilities are extended to the property, the property has not yet been annexed, then the City waives its policy on serving properties outside the City limits and allows the property to obtain municipal water and sanitary sewer while property is still in the town.

*Note: Currently, the City does not allow non-City parcels to connect to the municipal sewer/water. Since this parcel will eventually be within the City via annexation, that policy gets waived under this provision.*

6. Connection fee – There shall be no connection fee charged for connecting sanitary sewer or water service to the subject property. Typical fees for permits for laterals may be charged, however.

*Note: Some communities charge a one-time connection fee for service. The City agrees not to do that such that only the assessment for the pro-rata cost of actual construction of the mains are charged.*

7. Other municipal services – no other municipal services will be offered or available to the property until after annexation is complete.

*Note: Garbage collection, policing, etc. would still be provided by the town or county until officially annexed.*

8. County zoning approval – The City agrees not to contest or object to applications to Door County for rezoning or conditional use approval for commercial storage facility, **including town building setback requirements**, [except for the design of the buildings **as they relate to the frontage elevations facing N. 18<sup>th</sup> Ave.**].

The town building setback from the highway is 57 feet and the County requires screening. While it would be great to try to get the developer to meet the City highway setback of 100 feet, it is probably unrealistic.

Assuming that the screening from the highway happens, then design of the buildings on that end of the parcel is less important. The design of the 18<sup>th</sup> Ave side of buildings could still be reviewed under the FVS proposal.

*Note: This facilitates your project getting approval from the County. It is possible that the City will be concerned with the aesthetics of your buildings, but your sample buildings on your website look good for commercial storage buildings so hopefully that is a non-issue.*

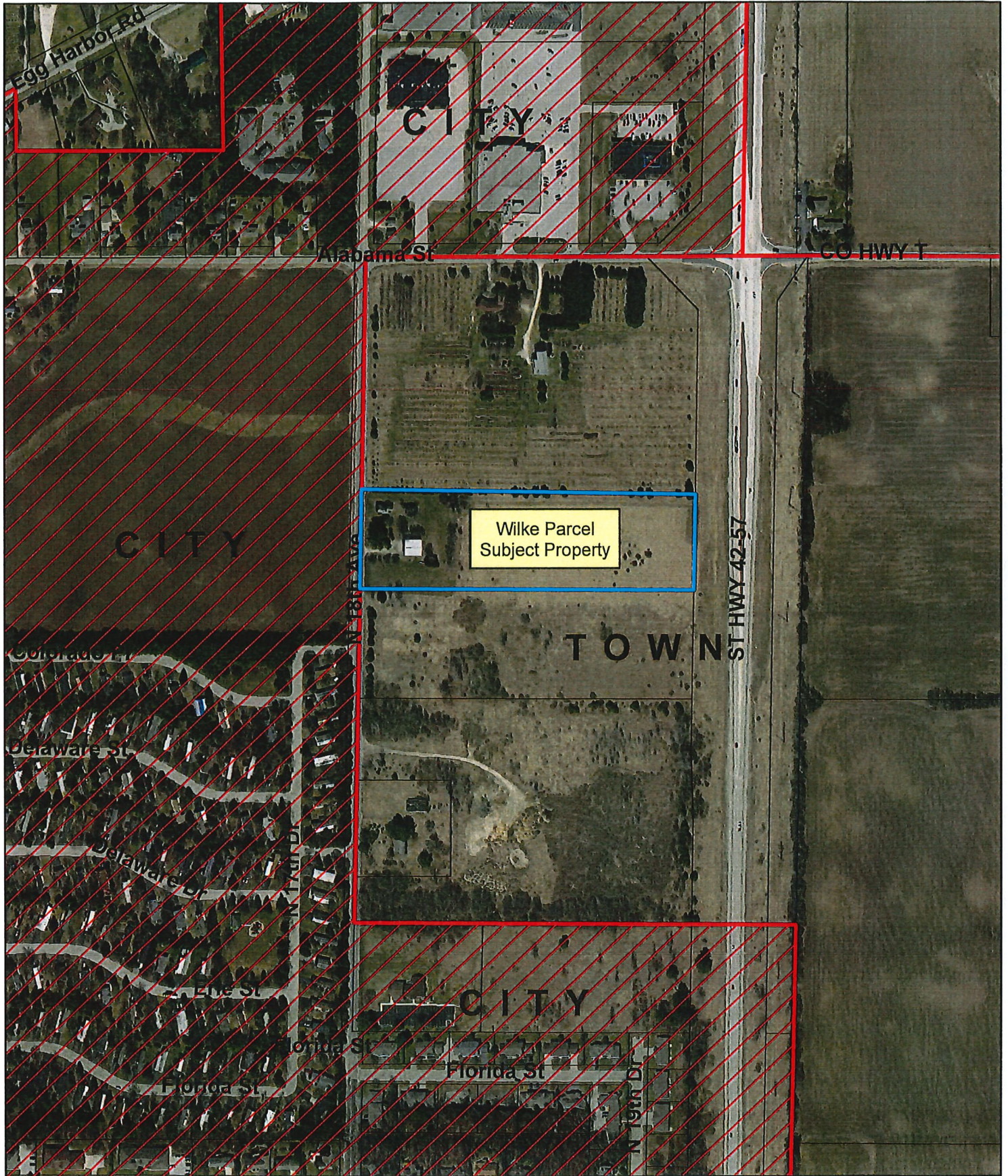
9. Highway setback – The Setback from State Highway 42-57 requirements within section 20.34 of the Sturgeon Bay Zoning Code shall apply to the property, unless waived by the City.

*Note: Ever since the bypass highway was built in the late seventies the city and county have attempted to retain a somewhat rural feel of the highway corridor. The City requires a setback for parking area and buildings of 200 feet, but if certain vegetative screening is provided, the setback is 100 feet for buildings and 80 feet for parking areas. The setback will likely have an impact on the site layout of the development so additional discussion is warranted for this matter. **Strike item 9 in entirety. We would, however, be supportive of a coalition with City in that we would add Semi Dwarf Fruit trees at the recommended planting distance as provided to orchardists. This will lend itself well to the fruit crop industry Door County is known for.***

*Based upon discussion with the County Zoning Administrator, evergreen screening from the highway is a requirement for this project. If that is the case, then there is likely no need for the City to have this provision in the annexation agreement and it can be stricken.*



# Pre-Annexation Agreement for Fox Valley Storage - Location Map



0 205 410 820 1,230 1,640 Feet

January 21, 2021



DOOR COUNTY  
LAND USE SERVICES DEPARTMENT

**NOTE:**  
 1. The following information is for informational purposes only.  
 2. The following information is for informational purposes only.  
 3. The following information is for informational purposes only.  
 4. The following information is for informational purposes only.  
 5. The following information is for informational purposes only.  
 6. The following information is for informational purposes only.  
 7. The following information is for informational purposes only.  
 8. The following information is for informational purposes only.  
 9. The following information is for informational purposes only.  
 10. The following information is for informational purposes only.

**City of Sturgeon Bay  
Pre-Annexation Agreement**

Document Number

Document Title

**CITY OF STURGEON BAY  
PRE-ANNEXATION AGREEMENT**

This agreement is made and entered into on this date by and between the City of Sturgeon Bay, Wisconsin, a municipal corporation duly created under the laws of the State of Wisconsin (hereinafter known as the "City") and Richard W. Wilke and Robert E. Wilke, the owners of property in the Town of Sturgeon Bay, Door County, Wisconsin (hereinafter known as "Property Owner").

Recording Area

Name and Return Address

Attorney James M. Kalny  
Davis & Kuelthau, s.c.  
318 S. Washington St., Suite 300  
Green Bay, WI 54301

**0240204272621B**

Parcel Identification Number (PIN)

**RECITALS:**

**WHEREAS**, Property Owner owns property lying adjacent to the City, more particularly described on Exhibit A attached hereto and incorporated herein (the "Property"); and

**WHEREAS**, Property Owner desires to sell Property for development purposes;

**WHEREAS**, the City operates and maintains municipal sanitary sewer and water systems within its corporate boundaries; and

**WHEREAS**, Property Owner and the City desire to establish certain terms and timing regarding annexing the Property to the City and connecting the Property to the City sewer and water systems; and

**WHEREAS**, the City and Property Owner are desirous of setting forth their understandings concerning future development of the Property and certain municipal services to be provided to the Property;

**NOW, THEREFORE**, in consideration of the premises and of the covenants and understandings herein expressed, the City and the Property Owner agree as follows:

**1. Commitment to Annex Property.** Property Owner agrees and commits, on behalf of themselves, heirs, successors and assigns, to take all such actions reasonably

necessary to annex the Property as described in Exhibit A attached hereto and incorporated herein to the City of Sturgeon Bay when and in the manner such annexation is requested by the City of Sturgeon Bay, provided the annexation is not requested by the City prior to the earlier of the following occurrences:

- A. Upon all building permits being issued for the first phase of development and municipal sanitary sewer and water service being extended to the Property.
- B. Five years after the recording of this Pre-Annexation Agreement.

2. **Form of Annexation Petition.** The City of Sturgeon Bay may designate additional parcels adjoining the Property to be included in the annexation petition, provided that the annexation petition is in compliance with Section 66.0221 of the Wisconsin Statutes. By accepting utility connections and committing to annex such Property to the City of Sturgeon Bay, the Property Owner binds the Property and future owners thereof to such annexation under the terms set forth herein.

### 3. **Sanitary Sewer and Water Service.**

- A. **Connection Prior to Annexation.** The utility connection policy of the City of Sturgeon Bay presently states that connection of property outside of the corporate limits of the City of Sturgeon Bay to municipal sanitary sewer and water utilities may occur only when specifically authorized by the Common Council. Therefore, in consideration of the commitment of Property Owner to annex such Property to the City of Sturgeon Bay in the future, the City authorizes the connection of the Property to municipal sanitary sewer and water services of the City of Sturgeon Bay prior to the annexation of the Property. The ability to connect to municipal sanitary sewer and water services prior to annexation is contingent upon the availability of sanitary sewer and water mains to serve the Property and is subject to the provisions of Paragraph 1 above.
- B. **Assessment for Sewer and Water Main Installation.** If any part of the Property is served by sanitary sewer and water mains that are extended along or into the property at City expense, the City may assess the Property Owner for the proportional cost of installing such sewer or water main facilities according to its normal assessment policy and procedures upon annexation.
- C. **Requirement to Connect.** At the time that City of Sturgeon Bay sanitary sewer and water services are extended to the Property, the Property Owner, their successors or assigns shall connect any existing building(s) served by private sanitary system(s) or private well(s) to the municipal sanitary sewer and water system. The Property Owner shall also connect any future buildings on the Property that Property Owner, their successors or assign desire to be served with sanitary sewer and water services.
- D. **Connection Fees and Permits.** There shall be no connection fee charged to Property Owner for connecting to sanitary sewer and water service.



However, Property Owner is responsible for and shall obtain any necessary permits, and pay any permit fees therefor, for the installation of mains and laterals that connect to the sanitary sewer and water system of the City of Sturgeon Bay. Property Owner shall allow for inspection of connections by the City.

- E. **Construction Costs for Laterals.** The construction costs for the installation of laterals serving the Property that connect to the sanitary sewer and water mains shall be paid for in their entirety by the Property Owner. This shall include the cost of materials and installation including any associated excavating, blasting, or affiliated expenses. Property Owner shall be responsible to repair or replace any damage caused to the water or sewer mains, curb and gutter or street as a result of such construction.

4. **Additional Municipal Services.** It is agreed that the City of Sturgeon Bay is not committed to provide any additional municipal services to Property Owner, its heirs, successors or assigns until such time as the Property is annexed into the City of Sturgeon Bay. Until such time as the Property is annexed into the City of Sturgeon Bay, the City has no responsibility to provide police protection, fire protection, trash or recyclable pickup, street repair, building inspection or any other municipal service other than the sewer and water service described above.

5. **Zoning and Use of Property.**

- A. **Applications for Door County Zoning Approval for Commercial Storage Facility.** Prior to annexation to the City, the Property is subject to the Door County Zoning Ordinance. The City agrees to not object to petitions under County zoning for either a zoning map amendment or a conditional use permit relating to a commercial storage facility, provided such storage facility complies with the requirements of the Door County Zoning Ordinance.
- B. **Future Zoning Classification Upon Annexation.** Upon annexation, the City reserves the right to place any zoning district classification(s) upon the Property as deemed appropriate by the common council after recommendation by the plan commission. The City agrees to honor any valid non-expired building permits or approvals that were duly issued by the state, county, or Town of Sturgeon Bay prior to annexation of the Property.
- C. **Requirement for Building(s) to be Served by Sewer/Water Facilities.** Any building(s) located within 150 feet of the right-of-way of N. 18<sup>th</sup> Avenue shall be developed with an occupied use that requires sanitary sewer and water facilities, except that if two or more buildings are located within 150 feet of N. 18<sup>th</sup> Avenue, one of the buildings is exempt from this provision. If municipal sanitary sewer and water facilities are not available at the time of development of such building(s) required to be served by sewer/water facilities, the building(s) may initially be developed using private well and

sanitary system, provided, however, that connection to the municipal sanitary sewer and water facilities occurs at the time such facilities are extended to the property.

- D. **Approval of Building Facades Facing N. 18<sup>th</sup> Avenue.** For any building proposed to be constructed within 150 feet of the right-of-way of N. 18<sup>th</sup> Avenue, the Property Owner agrees to have the proposed design of the facade facing 18<sup>th</sup> Avenue be reviewed and approved by Sturgeon Bay Aesthetic Design & Site Plan Review Board prior to commencement of construction. The Boards' review shall be limited to the building elevation facing 18<sup>th</sup> Avenue.

6. **Building Inspection.** As long as the Property remains in the Town of Sturgeon Bay, the Property Owner shall obtain all required building permits from the Town and conform to the Town's building inspection protocols. Upon annexation, building inspection of any development under construction shall be performed by the City of Sturgeon Bay building inspectors. After annexation the City agrees to pay for any additional building inspection fees associated with any inspections of ongoing construction work performed under building permits that were received prior to the annexation.

7. **Taxes and Fees.**

- A. **Property Taxes.** As the Property will remain in the Town of Sturgeon Bay until such time as it is annexed to the City of Sturgeon Bay, there shall be no property taxes due to the City of Sturgeon Bay by the Property Owner until such time as it is annexed into the City of Sturgeon Bay.
- B. **Monthly Utility Bills.** Upon connection to the municipal sanitary sewer and water system, fees for monthly usage of sanitary sewer and water services shall be paid directly to the Sturgeon Bay Utilities. Property Owner agrees that the City may levy a special charge for services under Wis. Stat. §66.0627 for delinquent user fees.

8. **Miscellaneous Provisions.**

- A. **Term of Agreement.** The term of this agreement shall be twenty-five (25) years from the effective date described in Paragraph 8.B.below. If the annexation of the Property to the City of Sturgeon Bay occurs during the term of this agreement, then the obligations of this agreement to annex such property to the City of Sturgeon Bay shall be deemed satisfied. If the Property Owner, their heirs, successors or assigns have not been requested by the City of Sturgeon Bay to annex the Property to the City of Sturgeon Bay within the term of this agreement, then the obligation under this agreement shall terminate and this agreement shall be null and void.
- B. **Effectiveness of Agreement.** This agreement shall become effective on the date that the Property is transferred from the Property Owner to another

party and provided this agreement has been executed by both parties hereto.

- C. **Authority.** Each person executing this agreement on behalf of a party hereto warrants and represents that he or she has full power and authority to execute and deliver this agreement, and the provisions of this agreement will be binding upon and enforceable against the persons executing their signatures hereto and all trusts, corporations, LLCs, or other entities in which such person is an owner, officer or member.
- D. **Amendments.** No modification, alteration or amendment to this agreement shall be binding upon either party hereto until such modification, alteration or amendment is reduced to writing and executed by both parties hereto.
- E. **Governing Law.** The terms, conditions and provisions of this agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
- F. **Default.** If the Property Owner fails to take action to annex its property as is required herein, or if the City fails to allow for the connection to sewer and water services as provided herein, then the non-defaulting party shall provide written notice to the defaulting party of the nature of such default. If the default is not cured within thirty (30) days of receipt of such notice, then the non-defaulting party may, at its option, terminate this agreement and all obligations hereunder. If the sewer and water service has already been connected, it may then be disconnected by the City or its agent in the manner provided by law.
- G. **Costs of Enforcement.** Any party incurring expenses necessary to enforce the provisions of this agreement is entitled to recover such expense, including reasonable attorney fees, from the defaulting party.
- H. **Severability.** The invalidity or unenforceability of any covenant, condition, term or provision of this agreement shall not affect the validity or enforceability of any other covenant, condition, term or provision of this agreement.

IN WITNESS WHEREOF, the City of Sturgeon Bay by its authorized representatives and the Property Owner have each caused this agreement to be signed, sealed and attested on its behalf.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

CITY OF STURGEON BAY

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
David J. Ward, Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Stephanie L. Reinhardt, Clerk

STATE OF WISCONSIN    )  
                                      )SS  
COUNTY OF DOOR        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the above-named David J. Ward and Stephanie L. Reinhardt, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission Expires: \_\_\_\_\_

PROPERTY OWNER

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Richard W. Wilke

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Robert E. Wilke

STATE OF WISCONSIN    )  
                                      )SS  
COUNTY OF DOOR        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the above-named Richard W. Wilke and Robert E. Wilke, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission Expires: \_\_\_\_\_