



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, AUGUST 17, 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 – \$90,497.16, Capital Fund - \$615,271.64, Cable TV - \$39.69, TID #3 - \$8,575.00, TID #4 - \$136,530.82, Solid Waste Enterprise Fund - \$22,874.26 and Compost Site Enterprise Fund - \$208.89 for a grand total of \$873,997.46. [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 8/3/21 regular Common Council minutes.
 - * b. Place the following minutes on file:
 - (1) City Plan Commission – 7/21/21
 - (2) Ad Hoc NERR Advisory Committee – 7/23/21
 - (3) Finance/Purchasing & Building Committee – 7/27/21
 - (4) Aesthetic Design & Site Plan Review Board – 7/26/21
 - (5) Personnel Committee – 8/5/21
 - * c. Consideration of: Approval of Beverage Operator licenses.
 - * d. Consideration of: Approval of Sidewalk Café Permit Application for Barn Door Quilts.
 - * e. Finance/Purchasing & Building Committee recommendation re: Approve the amendment to the Professional Services Agreement for building plan review with E-Plan Exam.
8. Mayoral Appointments.
9. Resolution to End Participation in the Wisconsin Service Award Program.
10. Resolution Awarding the Sale of \$4,890,000 General Obligation Promissory Notes.

11. Personnel Committee recommendation re: Approve the wages for Assistant Police Chief & Captain of Police.
12. City Administrator report.
13. Mayor's report.
14. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: Aug 13, 2021

Time: 12:00pm

By: JM

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

INVOICES DUE ON/BEFORE 08/17/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL FUND				
REVENUE				
19865	STURGEON BAY SCHOOL DISTRICT	SRO TRU UP PYMNT RE: 2020.2021	01-000-000-47402	3,994.29
DAVIS	DAVID DAVIS	PBLC HRING SIGN DEP RFND/DAVIS	01-000-000-23168	50.00
MAU	MAU & ASSOCIATES	PBLC HRING SIGN DEP RFND/MAU	01-000-000-23168	50.00
R0001656	FINCANTIERI BAY SHIPBUILDING	PBLC HRING SIGN DEP REF/BAYSHIP	01-000-000-23168	50.00
R0001701	TAMRA STOLL	CASH RECOVERY REIMB/21003498	01-000-000-23169	7,400.00
R0001703	NORTHPOINTE	PBLC HRING SIGN DEP/NORTHPOINT	01-000-000-23168	50.00
R0001704	SUZANNE HARTZELL	PBLC HRING SIGN DEP /HARTZELL	01-000-000-23168	50.00
R0001705	WAUSAU HOMES OF APPLETON	PBLC HRNG SIGN DEP RFND/WAUSAU	01-000-000-23168	50.00
R0001707	PATRICK COLE	PBLC HRING SIGN DEP RFND/COLE	01-000-000-23168	50.00
R0001708	MOLLY SWATTTLER	PARK SHELTER FEE REFD/SWATTTLER	01-000-000-46310	77.00
R0001708		PARK SHELTER FEE REFD/SWATTTLER	01-000-000-24214	3.85
R0001708		PARK SHELTER FEE REFD/SWATTTLER	01-000-000-24215	0.39
TOTAL REVENUE				11,825.53
BALLFIELD LIGHTING				
WPPI ENG	WPPI ENERGY	08/21 ATHLETIC FLD LIGHT PROJ	01-000-981-70000	1,365.39
TOTAL BALLFIELD LIGHTING				1,365.39
TOTAL GENERAL FUND				13,190.92
CITY COUNCIL				
03133	CELLCOM WISCONSIN RSA 10	07/21 3 ALDER CELLPHONES	01-105-000-58999	97.25
TOTAL				97.25
TOTAL CITY COUNCIL				97.25
LAW/LEGAL				
16555	PINKERT LAW FIRM, LLP	06/21 NUISANCE PROP/HORNER	01-110-000-55010	90.00
TOTAL				90.00
TOTAL LAW/LEGAL				90.00
CITY CLERK-TREASURER				
9535	IIMC	MEMBER RENEWAL/REINHARDT	01-115-000-56000	175.00
VILLAGE	VILLAGE OF SISTER BAY	MTAW TRAINING MEETING	01-115-000-55600	10.00
TOTAL				185.00
TOTAL CITY CLERK-TREASURER				185.00
COMPUTER				
04696	DOOR COUNTY TREASURER	07/21 IS INTERNET USAGE	01-125-000-55550	100.00
04696		07/21 TECH SUPPORT	01-125-000-55550	2,500.00
04696		07/21 4 G INTERNET	01-125-000-55550	275.00

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CITY OF STURGEON BAY
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INVOICES DUE ON/BEFORE 08/17/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
04696		07/21 2ND QTR FIBER	01-125-000-55550	835.89
HARRIS	HARRIS COMPUTER SYSTEMS	MSI SERVER DATA CONNECTOR	01-125-000-55550	192.50
TOTAL				3,903.39
TOTAL COMPUTER				3,903.39
BUILDING/ZONING CODE ENFORCEMENT				
DCI	DOOR COUNTY INSPECTIONS, LLC	07/31 PERMITS	01-140-000-55010	4,137.92
EPLAN	EPLEX, LLC	07/21 PLAN REVIEW/605 N 3RD AV	01-140-000-55010	3,485.00
EPLAN		07/21 PLAN REVIEW/1019 EGG HRB	01-140-000-55010	63.75
EPLAN		07/21 PLAN REVIEW/MARTIME HGTS	01-140-000-55010	510.00
TOTAL				8,196.67
TOTAL BUILDING/ZONING CODE ENFORCEMENT				8,196.67
PUBLIC WORKS ADMINISTRATION				
17700	QUILL CORPORATION	DESKPAD CALENDARS	01-150-000-51950	16.58
TOTAL				16.58
TOTAL PUBLIC WORKS ADMINISTRATION				16.58
CITY HALL				
03159	SPECTRUM	07/21 FIRE CABLE SVC	01-160-000-58999	137.61
19880	STURGEON BAY UTILITIES	1317 SHILOH RD	01-160-000-56150	10.91
19880		1317 SHILOH RD	01-160-000-58650	2.95
19880		421 MICHIGAN ST	01-160-000-56150	5,000.42
19880		421 MICHIGAN ST	01-160-000-58650	164.57
VIKING	VIKING ELECTRIC SUPPLY, INC	BULBS	01-160-000-54999	79.98
WARNER	WARNER-WEXEL LLC	CLEANING SUPPLIES	01-160-000-51850	78.49
TOTAL				5,474.93
TOTAL CITY HALL				5,474.93
GENERAL EXPENDITURES				
04696	DOOR COUNTY TREASURER	07/21 CITY HALL PHONE SVC	01-199-000-58200	43.35
04696		07/21 FIRE PHONE SVC	01-199-000-58200	13.30
04696		07/21 MUNICIPAL PHONE SVC	01-199-000-58200	28.54
04696		07/21 POLICE PHONE SVC	01-199-000-58200	21.42
TOTAL				106.61
TOTAL GENERAL EXPENDITURES				106.61

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GENERAL FUND				
POLICE DEPARTMENT				
04150	DEJARDIN CLEANERS LLC	LAUNDER UNIFORM/BRNKMN	01-200-000-56800	15.86
US BANK	US BANK EQUIPMENT FINANCE	RICOH COPIER 18 OF 48	01-200-000-55650	209.35
US BANK		COPY OVERAGES	01-200-000-55650	62.89
TOTAL				288.10
TOTAL POLICE DEPARTMENT				288.10
PATROL BOAT				
PATROL BOAT				
02206	BAY MARINE	PATROL BOAT FUEL	01-205-000-51650	285.50
TOTAL PATROL BOAT				285.50
TOTAL PATROL BOAT				285.50
POLICE DEPARTMENT/PATROL				
02960	C & W AUTO	IMPOUND VEHICLE TOW/19012968	01-215-000-54999	75.00
19880	STURGEON BAY UTILITIES	SUNSET PRK BOAT LAUNCH	01-215-000-56150	17.54
19880		110 S NEENAH AVE CAMERA	01-215-000-56150	15.29
19880		724 SHORECREST CAMERA	01-215-000-56150	14.29
TOTAL				122.12
TOTAL POLICE DEPARTMENT/PATROL				122.12
POLICE DEPT. / INVESTIGATIONS				
ACCURINT	LEXISNEXIS RISK SOLUTIONS	07/21 CONTRACT	01-225-000-57950	105.00
TOTAL				105.00
TOTAL POLICE DEPT. / INVESTIGATIONS				105.00
FIRE DEPARTMENT				
04545	DOOR COUNTY COOPERATIVE/NAPA	STRAPS/ROPE-TRAINING SITE	01-250-000-51405	82.95
06650	GALLS, AN ARAMARK COMPANY	UNIFORM RIPSTOP SHORTS	01-250-000-52900	48.90
06650		UNIFORM/TEFLON COATED P/C	01-250-000-52900	51.41
06650		UNIFORM BELT	01-250-000-52900	47.71
19880	STURGEON BAY UTILITIES	92 E MAPLE STREET	01-250-000-56675	6.22
19880		1317 SHILOH RD	01-250-000-56675	1.87
19880		MARTIN PARK RESTROOM	01-250-000-56675	6.22
19880		421 MICHIGAN ST	01-250-000-56675	133.25
19880		TRUCK FILL	01-250-000-56675	41.33
19880		MEM FLD WARMING HOUSE	01-250-000-56675	49.73
19880		814 N 14TH AVE-CITY GARAGE	01-250-000-56675	49.73
19880		GARLAND PARK	01-250-000-56675	6.22
19880		SUNSET CONSN CENTER	01-250-000-56675	49.73
19880		FRANK GRASSE MEM SHELTER	01-250-000-56675	15.54
19880		OTUMBA PARK	01-250-000-56675	6.22

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GENERAL FUND				
19880		WEST SIDE WARMING HOUSE	01-250-000-56675	6.22
19880		WEST SIDE FIRE STATION	01-250-000-56675	49.73
19880		WEST SIDE FIRE STATION	01-250-000-56150	189.50
19880		WEST SIDE FIRE STATION	01-250-000-58650	94.71
19880		38 S NEENAH AVE PAVILLION	01-250-000-56675	6.22
19880		NEENAH AVE-RESTROOM	01-250-000-56675	31.08
19880		WEST SIDE BALLFLD LITES	01-250-000-56675	31.08
19880		GIRLS LITTLE LEAGUE	01-250-000-56675	49.73
19880		DIVISION RD FIRE TRAINING SITE	01-250-000-56675	6.22
19880		DIVISION RD FIRE TRAINING SITE	01-250-000-56150	13.39
19880		QUINCY ST BALLFLD	01-250-000-56675	49.73
19880		212 W LOCUST	01-250-000-56675	6.22
19880		10 PENNSYLVANIA ST DOCK	01-250-000-56675	15.54
19880		92 E MAPLE ST DOCK	01-250-000-56675	6.22
19880		1ST AVE MARINA/RESTROOM	01-250-000-56675	49.73
19880		KENTUCKY ST CITY PKG RAMP	01-250-000-56675	6.22
19880		KENTUCKY ST CITY MARINA	01-250-000-56675	49.73
19880		SIGN SHED	01-250-000-56675	6.22
19880		CHERRY BLOSSOM PARK	01-250-000-56675	15.54
23730	WPS	07/21 656 OXFORD AVE-WS FIRE	01-250-000-56600	45.70
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	DEF	01-250-000-53000	25.98
O'REILLY		DEF	01-250-000-53000	11.99
O'REILLY		CAP SET/FREIGHT	01-250-000-53000	29.95
O'REILLY		SOLDER	01-250-000-53000	7.99
O'REILLY		OIL SEAL/WHL BRG SET	01-250-000-53000	74.32
O'REILLY		WHL SEAL	01-250-000-53000	15.10
O'REILLY		OIL SEAL	01-250-000-53000	-33.64
O'REILLY		DEF	01-250-000-53000	23.98
PORT	WEST MARINE PRO	M-1 NAV LIGHT	01-250-000-53000	57.98
STATEEMP	DEPT OF ADMINISTRATION	2015/2016 FIRE FIGHTER-LT TEST	01-250-000-57100	380.00
STATEEMP		2019 FIRE FIGHTER-LT TESTING	01-250-000-57100	175.00
VIKING	VIKING ELECTRIC SUPPLY, INC	LEVEL ARM-HOSE TOWER	01-250-000-54999	28.11
TOTAL				2,122.52
TOTAL FIRE DEPARTMENT				2,122.52
STORM SEWERS				
10750	PREMIER CONCRETE INC	CONCRETE/REBAR	01-300-000-51150	670.50
10750		CONCRETE	01-300-000-51150	526.50
TOTAL				1,197.00
TOTAL STORM SEWERS				1,197.00
LARGE ITEM PICKUP / LEAF COLL				
GFLNVIR	GFL ENVIRONMENTAL, INC	3.11 TON MSW/ELCTRNCS/1.61CD	01-311-000-58400	499.14
TOTAL				499.14
TOTAL LARGE ITEM PICKUP / LEAF COLL				499.14

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
STREET SWEEPING				
19880	STURGEON BAY UTILITIES	1300 G WATER-SWEEPER	01-330-000-53050	3.58
TOTAL				3.58
TOTAL STREET SWEEPING				3.58
WEED ABATEMENT				
04545	DOOR COUNTY COOPERATIVE/NAPA	PRAMITOL	01-340-000-51400	420.30
04545		CORNERSTONE	01-340-000-51400	479.25
04545		TALSTAR	01-340-000-51400	74.66
TOTAL				974.21
TOTAL WEED ABATEMENT				974.21
ROADWAYS/STREETS				
04696	DOOR COUNTY TREASURER	HOT MIX	01-400-000-52200	333.34
TOTAL				333.34
TOTAL ROADWAYS/STREETS				333.34
STREET SIGNS AND MARKINGS				
04696	DOOR COUNTY TREASURER	SIGNS	01-420-000-52600	315.76
TOTAL				315.76
TOTAL STREET SIGNS AND MARKINGS				315.76
STREET MACHINERY				
02835	BROOKS TRACTOR, INC	HYDRAULIC OIL	01-450-000-53000	350.26
02960	C & W AUTO	TRUCK TOWING	01-450-000-58600	75.00
04545	DOOR COUNTY COOPERATIVE/NAPA	FUEL LINE	01-450-000-53000	68.79
04545		CASE GREASE	01-450-000-53000	39.98
04545		ADAPTER	01-450-000-53000	12.29
08225	HERLACHE SMALL ENGINE	CHAP/HELMET/FACE SHEILD	01-450-000-54999	99.99
13655	MONROE TRUCK EQUIPMENT, INC	WORK LIGHTS	01-450-000-53000	305.70
19240	SERVICE MOTOR CO	TRACTOR REPAIRS	01-450-000-53000	549.77
ADVAUTO	GENERAL PARTS DISTRIBUTION LLC	FUEL FILTER	01-450-000-53000	4.40
JANDU	JANDU PETROLEUM	FUEL	01-450-000-51650	111.14
JANDU		FUEL	01-450-000-51650	8.39
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	FILTER ASSEMBLY	01-450-000-53000	8.46
JIM FORD		OIL FILTERS	01-450-000-53000	18.62
PACKER	PACKER CITY TRUCKS, INC	FUEL GAUGE SENDER	01-450-000-53000	141.25
TOTAL				1,794.04
TOTAL STREET MACHINERY				1,794.04

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GENERAL FUND				
CITY GARAGE				
04545	DOOR COUNTY COOPERATIVE/NAPA	TRANSMISSION JACK	01-460-000-52700	569.00
04545		FLOOR JACK	01-460-000-52700	299.00
19880	STURGEON BAY UTILITIES	SALT SHED	01-460-000-56150	13.39
19880		814 N 14TH AVE-CITY GARAGE	01-460-000-56150	1,001.33
19880		814 N 14TH AVE-CITY GARAGE	01-460-000-58650	110.88
AMERWELD	AMERICAN WELDING & GAS, INC	MONTHLY GAS RENTAL FEE	01-460-000-58999	174.47
TOTAL				2,168.07
TOTAL CITY GARAGE				2,168.07
CELEBRATION & ENTERTAINMENT				
R0000807	MARK THIEDE	2021 3RD HARMONY INSTALLMENT	01-480-000-58999	9,666.67
TOTAL				9,666.67
TOTAL CELEBRATION & ENTERTAINMENT				9,666.67
HIGHWAYS - GENERAL				
19880	STURGEON BAY UTILITIES	808 S DULUTH AVE	01-499-000-58000	14.14
19880		1536 EGG HRBR RD TRFFC LITE	01-499-000-58000	31.15
19880		1025 N 14TH/EGG HRBR RD TRFFC	01-499-000-58000	35.91
19880		2 TRFFC WARNING LIGHTS	01-499-000-58000	5.50
19880		MADISON AVE WS TRFFC LITES	01-499-000-58000	161.39
19880		342 ORNAMENTAL ST LIGHTS	01-499-000-58000	5,243.73
19880		595 OVERHEAD ST LIGHTS	01-499-000-58000	6,948.58
19880		S LANSING & WALNUT SIGN	01-499-000-58000	10.28
19880		323 S 1ST AVE EAST SIDE DOCK	01-499-000-58000	33.50
19880		OLD HWY RD SIGN	01-499-000-58000	15.66
TOTAL				12,499.84
TOTAL HIGHWAYS - GENERAL				12,499.84
PARK & RECREATION ADMIN				
CASE COM	CASE COMMUNICATIONS	FARM MKT/HARMONY ADVERTISING	01-500-000-52250	199.00
TOTAL				199.00
TOTAL PARK & RECREATION ADMIN				199.00
PARKS AND PLAYGROUNDS				
03025	CAPTAIN COMMODOES INC	PORT A POTTI RENTAL/DOG PARK	01-510-000-58999	100.00
19880	STURGEON BAY UTILITIES	MICHIGAN ST CHARGING STATION	01-510-000-56150	85.64
19880		MARTIN PARK PAVILLION	01-510-000-56150	81.48
19880		MARTIN PARK RESTROOM	01-510-000-58650	32.12
19880		MEM FLD WARMING HOUSE	01-510-000-56150	116.19
19880		MEM FLD WARMING HOUSE	01-510-000-58650	450.84

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
19880		GARLAND PARK	01-510-000-56150	14.78
19880		GARLAND PARK	01-510-000-58650	19.27
19880		SUNSET CONSN CENTER	01-510-000-56150	60.09
19880		SUNSET CONSN CENTER	01-510-000-58650	71.06
19880		FRANK GRASSE MEM SHELTER	01-510-000-56150	108.36
19880		FRANK GRASSE MEM SHELTER	01-510-000-58650	118.28
19880		OTUMBA PARK	01-510-000-56150	45.10
19880		OTUMBA PARK	01-510-000-58650	48.00
19880		WEST SIDE WARMING HOUSE	01-510-000-56150	547.19
19880		WEST SIDE WARMING HOUSE	01-510-000-58650	65.15
19880		JAYCEE BALLEFLD STAND	01-510-000-56150	15.90
19880		POWER PANEL	01-510-000-56150	15.52
19880		MICHIGAN FLAG LIGHT	01-510-000-56150	32.80
19880		MEM FLD PRK LOT	01-510-000-56150	13.39
19880		WEST SIDE BALLFLD LITES	01-510-000-58650	20.64
19880		MEM FLD COMPLEX	01-510-000-56150	1,071.93
19880		GIRLS LITTLE LEAGUE	01-510-000-58650	57.45
19880		OTUMBA PRK WALKWAY	01-510-000-56150	16.54
19880		QUINCY ST BALLFLD	01-510-000-58650	27.00
19880		SIGN SHED	01-510-000-56150	19.68
19880		SIGN SHED	01-510-000-58650	17.76
19880		CHERRY BLOSSOM PARK	01-510-000-56150	39.19
19880		CHERRY BLOSSOM PARK	01-510-000-58650	35.62
20070	TAPCO	HOST FEE-LAUNCH PAY STATION	01-510-000-58999	50.00
20725	T R COCHART TIRE CENTER	TIRE REPAIR	01-510-000-51900	15.00
23730	WPS	07/21 335 S 14TH AVE-MEM FLD	01-510-000-56600	33.53
DUQUAINE	GARY DUQUAINE	WORK BOOT REIMB/DUQUAINE	01-510-000-56800	29.87
HARVS	HARV'S ELECTRIC	LIGHT REPAIR	01-510-000-58999	175.00
PREVEA	PREVEA HEALTH OCCUPTNL HEALTH	DRUG SCREEN SEASONAL/DUQUAINE	01-510-000-57100	76.60
USDA	USDA, APHIS, WILDLIFE SERVICES	GOOSE MEAT TESTING	01-510-000-58999	2,323.00
WILLEMS	WILLEMS LANDSCAPE SERVICE	MULCH	01-510-000-51760	800.00
WILLEMS		MULCH	01-510-000-51760	800.00
WILLEMS		2 TRCK LOADS MULCH	01-510-000-51760	1,500.00
TOTAL				9,149.97
TOTAL PARKS AND PLAYGROUNDS				9,149.97
MUNICIPAL DOCKS				
19880	STURGEON BAY UTILITIES	36 S NEENAH PKG LOT LTS	01-550-000-56150	187.77
19880		38 S NEENAH AVE PAVILLION	01-550-000-56150	68.89
19880		38 S NEENAH AVE PAVILLION	01-550-000-58650	23.05
19880		NEENAH AVE-RESTROOM	01-550-000-56150	258.35
19880		NEENAH AVE-RESTROOM	01-550-000-58650	1,381.35
23730	WPS	07/21 36 S NEENAH AVE	01-550-000-56600	37.25
PORT	WEST MARINE PRO	ELECTRICAL ADAPTER	01-550-000-54999	299.98
TOTAL				2,256.64
TOTAL MUNICIPAL DOCKS				2,256.64
WATER WEED MANAGEMENT				

DATE: 08/10/1921
TIME: 15:01:42
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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 8

INVOICES DUE ON/BEFORE 08/17/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
R0000655	TRANSMOTION, LLC	HYDRAULIC FITTINGS	01-560-000-51400	258.28
		TOTAL		258.28
		TOTAL WATER WEED MANAGEMENT		258.28
WATERFRONT PARKS & WALKWAYS				
19880	STURGEON BAY UTILITIES	DC MUSEUM WALKWAY	01-570-000-56150	55.18
19880		DC MUSEUM PRK LOT LIGHTS	01-570-000-56150	88.25
19880		JUNIPER ST WALKWAY LIGHTS	01-570-000-56150	37.80
19880		JUNIPER ST PRKING LOT	01-570-000-56150	30.03
19880		10 PENNSYLVANIA ST DOCK	01-570-000-58650	153.21
19880		48 KENTUCKY ST WTERFRONT	01-570-000-56150	150.61
19880		92 E MAPLE ST DOCK	01-570-000-58650	35.72
19880		1ST AVE MARINA/RESTROOM	01-570-000-56150	353.16
19880		1ST AVE MARINA/RESTROOM	01-570-000-58650	132.81
19880		KENTUCKY ST CITY PKG RAMP	01-570-000-56150	150.61
19880		KENTUCKY ST CITY MARINA	01-570-000-58650	62.79
		TOTAL		1,250.17
		TOTAL WATERFRONT PARKS & WALKWAYS		1,250.17
COMMUNITY & ECONOMIC DEVLPMT				
04549	DOOR COUNTY ECONOMIC DEVELOPME	2021 3RD QTR COMMITMENT	01-900-000-55750	7,500.00
		TOTAL		7,500.00
		TOTAL COMMUNITY & ECONOMIC DEVLPMT		7,500.00
		TOTAL GENERAL FUND		84,250.30
CAPITAL FUND				
GENERAL EXPENDITURES				
14826	NORTHEAST ASPHALT, INC.	PROJ 2101B PAY 1-SBU	10-199-000-51525	6,460.00
14826		PROJ 2101B PAY 1-GENE STERNARD	10-199-000-51525	608.70
		TOTAL		7,068.70
		TOTAL GENERAL EXPENDITURES		7,068.70
PATROL				
PATROL				
11545	MAPLE STREET SIGN CO.	GRAPHIC INSTALL SQDS 30 & 40	10-215-000-59035	1,053.50
BELCO	BELCO VEHICLE SOLUTIONS,LLC	SQUAD 40 CHANGE OVER	10-215-000-59035	8,578.05
		TOTAL PATROL		9,631.55
		TOTAL PATROL		9,631.55

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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 08/17/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAPITAL FUND				
ROADWAYS/STREETS				
ANNUAL RESURFACING & BASE REP.				
14826	NORTHEAST ASPHALT, INC.	PROJ 2101B PAY 1-CITY PORTION	10-400-110-59095	589,640.69
UTILITY	UTILITY TRAFFIC	CONCRTE REPAIR/E MAPLE-S NEENH	10-400-110-59095	6,091.75
TOTAL ANNUAL RESURFACING & BASE REP.				595,732.44
TOTAL ROADWAYS/STREETS				595,732.44
PARKS AND PLAYGROUNDS				
PARKS AND PLAYGROUNDS				
06580	FOTH AND VAN DYKE	GRANT FUNDING REALLOCATION	10-510-000-59025	1,706.00
20250	TILLMAN LANDSCAPE & NURSRY INC	OTUMBA PARK PROJECT PLANTS	10-510-000-59025	1,132.95
TOTAL PARKS AND PLAYGROUNDS				2,838.95
TOTAL PARKS AND PLAYGROUNDS				2,838.95
TOTAL CAPITAL FUND				615,271.64
CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
03159	SPECTRUM	07/21 CB MUSIC SVC	21-000-000-58999	39.69
TOTAL CABLE TV / GENERAL				39.69
TOTAL CABLE TV / GENERAL				39.69
TOTAL CABLE TV				39.69
TID #3 DISTRICT				
TID #3 DISTRICT				
14826	NORTHEAST ASPHALT, INC.	TID 3 PROJ 2101B PAY 1	27-330-000-59095	8,575.00
TOTAL				8,575.00
TOTAL TID #3 DISTRICT				8,575.00
TOTAL TID #3 DISTRICT				8,575.00
TID #4 DISTRICT				
TID #4 DISTRICT				
TID #4 DISTRICT				
CEDARCO	CEDAR CORPORATION	FESTIVAL WATERFRONT	28-340-000-58999	15,093.67
PETERS	PETERS CONCRETE CO	WEST WATERFRONT PAY #8	28-340-000-59082	121,437.15
TOTAL TID #4 DISTRICT				136,530.82
TOTAL TID #4 DISTRICT				136,530.82
TOTAL TID #4 DISTRICT				136,530.82

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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 08/17/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
BRIDGEPO	BRIDGEPORT MANUFACTURING, INC	RELAYS	60-000-000-53000	78.50
BRIDGEPO		TOGGLE SWITCH	60-000-000-53000	16.89
BRIDGEPO		SHIPPING	60-000-000-53000	15.81
GFLENVIR	GFL ENVIRONMENTAL, INC	CARDBOARD RECYCLING CONTAINER	60-000-000-58350	791.00
GFLENVIR		265.64 TON GARBAGE	60-000-000-58300	17,125.81
GFLENVIR		81.65 TON RECYCLING	60-000-000-58350	1,217.40
JX ENT	JX ENTERPRISES, INC.	PARTS/TRUCK REPAIR	60-000-000-53000	548.65
JX ENT		LABOR/TRUCK REPAIR	60-000-000-53000	2,283.52
JX ENT		MISC/TRUCK REPAIR	60-000-000-53000	796.68
TOTAL SOLID WASTE ENTERPRISE FUND				22,874.26
TOTAL SOLID WASTE ENTERPRISE FUND				22,874.26
TOTAL SOLID WASTE ENTERPRISE				22,874.26
COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
03025	CAPTAIN COMMODES INC	PORT A POTTI RENTAL/COMPOST	64-000-000-58999	100.00
19880	STURGEON BAY UTILITIES	92 E MAPLE STREET	64-000-000-58999	2.00
19880		1317 SHILOH RD	64-000-000-58999	0.60
19880		MARTIN PARK RESTROOM	64-000-000-58999	2.00
19880		421 MICHIGAN ST	64-000-000-58999	10.00
19880		MEM FLD WARMING HOUSE	64-000-000-58999	6.00
19880		814 N 14TH AVE-CITY GARAGE	64-000-000-58999	6.00
19880		GARLAND PARK	64-000-000-58999	2.00
19880		SUNSET CONSN CENTER	64-000-000-58999	6.00
19880		FRANK GRASSE MEM SHELTER	64-000-000-58999	2.00
19880		OTUMBA PARK	64-000-000-58999	2.00
19880		WEST SIDE WARMING HOUSE	64-000-000-58999	2.00
19880		WEST SIDE FIRE STATION	64-000-000-58999	6.00
19880		38 S NEENAH AVE PAVILLION	64-000-000-58999	2.00
19880		NEENAH AVE-RESTROOM	64-000-000-58999	4.00
19880		WEST SIDE BALLFLD LITES	64-000-000-58999	4.00
19880		GIRLS LITTLE LEAGUE	64-000-000-58999	6.00
19880		DIVISION RD COMPOST SITE	64-000-000-56150	14.29
19880		DIVISION RD FIRE TRAINING SITE	64-000-000-58999	2.00
19880		QUINCY ST BALLFLD	64-000-000-58999	6.00
19880		212 W LOCUST	64-000-000-58999	2.00
19880		10 PENNSYLVANIA ST DOCK	64-000-000-58999	2.00
19880		92 E MAPLE ST DOCK	64-000-000-58999	2.00
19880		1ST AVE MARINA/RESTROOM	64-000-000-58999	6.00
19880		KENTUCKY ST CITY PKG RAMP	64-000-000-58999	2.00
19880		KENTUCKY ST CITY MARINA	64-000-000-58999	6.00
19880		SIGN SHED	64-000-000-58999	2.00
19880		CHERRY BLOSSOM PARK	64-000-000-58999	2.00
TOTAL COMPOST SITE ENTERPRISE FUND				208.89
TOTAL COMPOST SITE ENTERPRISE FUND				208.89
TOTAL COMPOST SITE ENTERPRISE FUND				208.89
TOTAL ALL FUNDS				867,750.60

MANUAL CHECKS

WAL-MART -CAPITAL ONE	\$14.54
08/04/21	
Check 89098	
07/21 Statement Charges	
Various Departmental Accounts	
 DELTA DENTAL	 \$6,232.32
08/04/21	
Check # 89099	
08/21 Dental Insurance	
Various Departmental Accounts	
 TOTAL MANUAL CHECKS	 \$ 6,246.86

INVOICES DUE ON/BEFORE 08/17/2021

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

GENERAL FUND	84,250.30	90,497.16
CAPITAL FUND	615,271.64	
CABLE TV	39.69	
TID #3 DISTRICT	8,575.00	
TID #4 DISTRICT	136,530.82	
SOLID WASTE ENTERPRISE	22,874.26	
COMPOST SITE ENTERPRISE FUND	208.89	
TOTAL --- ALL FUNDS	867,750.60	873,997.46

Helen Bacon August 10, 2021
Sett Wimmering 8/10/2021
Jan Webb 8/10/2021

COMMON COUNCIL
August 3, 2021

A meeting of the Common Council was called to order at 6:00 p.m. by Mayor Ward. The Pledge of Allegiance was recited. Roll call: Bacon, Statz, Williams, Gustafson, Nault, Wiederanders and Reeths were present.

Williams/Gustafson to approve the agenda. Carried.

No one spoke during public comment.

Bacon/Wiederanders to approve following bills: General Fund - \$71,389.33, Capital Fund - \$90,269.90, Cable TV - \$5,838.70, TID #4 - \$223.00 Solid Waste Enterprise Fund - \$464,661.45 and Compost Site Enterprise Fund - \$12,950.60 for a grand total of \$645,332.98. Roll call: All voted aye. Carried.

Reeths/Nault to approve consent agenda:

- a. Approval of 7/20/21 regular Common Council minutes.
- b. Place the following minutes on file:
 1. Ad Hoc NERR Advisory Committee – 7/9/21
 2. Bicycle & Pedestrian Advisory Board – 7/12/21
 3. Police & Fire Commission – 7/13/21
 4. Finance/Purchasing & Building Committee – 7/13/21
 5. Local Arts Board – 7/14/21
 6. Aesthetic Design & Site Plan Review Board – 7/12/21
- c. Place the following reports on file:
 1. Fire Department Report – June 2021
- d. Consideration of: Approval of Beverage Operator Licenses.
- e. Consideration of: Approval of Street Closure Application for Thrivent Community Opportunity Event.
- f. Finance/Purchasing & Building Committee recommendation re: Approve the request from Sturgeon Bay Lions Club to waive the park shelter reservation and public consumption fees for August 19, 2021.

Carried.

The Mayor presented the following appointment:

AD HOC NERR COMMITTEE

Bill Hoag

Bacon/Williams to approve. Carried.

Brad Viegut, Managing Director from RW Baird, summarized the borrowing for approximately \$4,890,000 General Obligation Promissory Notes. Bacon/Reeths to adopt the resolution providing for the sale of approximately \$4,890,000 general obligation promissory notes. Carried.

Williams/Wiederanders to adopt the resolution to vacate Ackerman Street – Introduction only. Carried.

Various easements for the West Waterfront Redevelopment were presented to the Council for consideration. Bacon/Statz to adopt the resolution authorizing the vacation, creation, and amendment of certain easements. Carried.

Wiederanders/Nault to approve the CSM for West Waterfront. Carried.

City Administrator VanLieshout gave his report.

Mayor Ward gave his report.

Nault/Williams to adjourn. Carried. The meeting adjourned at 6:35 p.m.

Respectfully submitted,

A handwritten signature in cursive script that reads "Stephanie L. Reinhardt". The signature is written in dark ink and is positioned above the printed name.

Stephanie L. Reinhardt
City Clerk/HR Director

CITY PLAN COMISSION

July 21, 2021

A meeting of the City Plan Commission was called to order at 5:00p.m. by Chairperson David J. Ward in the Council Chambers, City Hall, 421 Michigan Street, Sturgeon Bay.

Roll Call: Members David Ward, Kirsten Reeths, Helen Bacon, Jeff Norland, Dennis Statz, and Debbie Kiedrowski were present. Also present were Community Development Director Marty Olejniczak, Zoning/Planning Administrator Christopher Sullivan-Robinson, City Administrator Josh VanLieshout, and Administrative Assistant Suzanne Miller. Absent at the time of roll call was member Mark Holey.

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

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from June 30, 2021.
4. Public comment on non-agenda Plan Commission related items.
5. Initial presentation for zoning map amendment petition by Estes Investments, LLC from Agricultural (A) to General Commercial (C-1) for property at 1361 N. 14th Avenue.
6. Consideration of: Request from WWP Development, LLC for reduced setback on the C-2 district for proposed project located on E. Maple Street (West Waterfront).
7. Consideration of: Restructuring of permitted and conditional uses within the Sturgeon Bay Zoning Code.
8. Adjourn.

All ayes. Motion carried.

Approval of minutes from June 30, 2021: Moved by Ms. Bacon, seconded by Ms. Reeths to approve the minutes from June 30, 2021. All ayes. Motion carried.

Public Comment on non-agenda Plan Commission related items: There was no public comment.

Initial presentation for zoning map amendment petition by Estes Investments, LLC from Agricultural (A) to General Commercial (C-1) for property at 1361 N. 14th Avenue:

Presentation: Mr. Sullivan-Robinson stated the N. 14th Avenue property's current use as commercial storage is nonconforming and the property is significantly run down. The rezoning will allow the use to be conforming so that the property can be redeveloped with new commercial storage buildings. This petition for rezoning does not fit the City's Comprehensive Plan, which indicates future use of the property would be multi-family residential. If the

Commission approves the zoning map amendment petition, it must also amend the City's Future Land Use Map at the same time.

Mr. Dave Phillips of Bayland Building, Green Bay, WI, representative of property owner Mr. Steven Estes, explained neighbor complaints about the property relate to the appearance, rather than the use as a commercial storage facility. He stated a wetlands evaluation indicated there were no wetlands found on the property. The plan is for mini-storage with adequate parking: two 10ft.x20ft. buildings and one 10ft.x30ft. building in the back of the property. Property size is 1.5-1.75 acres. Property owner does not have a plan for the front/street side of the property. Elderly/55+ housing was considered, but the slope of the property is too great. The plan is to redevelop the rear of the property in order to generate revenue and move forward with a future plan for the front of the property. The existing front building would remain in use, but be cleaned up with landscaping added. The building could be torn down as a part of a subsequent phase when a plan for the front of the property is implemented. Mr. Phillips said they would come back before the Commission with a plan for the front of the property "when the time comes".

Ms. Bacon, Mr. Statz, Ms. Kiedrowski, and Mr. Norland reported they would prefer housing on the property. Mr. Phillips reported the owners are not interested in building housing at present, but want to retain ownership of the property.

Mr. Ward raised three concerns: 1. Lack of a plan for the front of the property. 2. He would like to see a landscaping plan included 3. He would like a pledge to have the property cleaned up.

Mr. Statz questioned possibility of the property being a candidate for PUD with housing on the front of the property. Mr. Olejniczak said a mixed used PUD would be possible and could offer owner flexibility.

Mr. Olejniczak reported his recommendation and that of Mr. Sullivan-Robinson is if this petition goes forward, a Comprehensive Plan amendment to the Land Use Plan must be made at the same time. He said a Comprehensive Plan amendment and a Zoning Map amendment can go forward at the same time.

Owners would like to move forward and Mr. Olejniczak and Mr. Sullivan-Robinson will continue to work with them.

Consideration of request from WWP Development, LLC for reduced setback in the C-2 district for proposed project located on E. Maple Street (West Waterfront):

Mr. Sullivan-Robinson reported the request is for a reduced setback at the side of the property to the east. Other reduced setbacks in this area have been granted per a zoning code provision intended to allow "downtown character". He recommended approval of a zero setback off the east lot line to get as much of a building as possible on the site.

Mr. Olejniczak reported the proposed reduced building setback is at one corner of the building only. He and Mr. Sullivan-Robinson recommend the zero setback.

Mr. Peter Gentry of WWP Development, LLC thanked the Commission for letting them appropriate some of the parkland space for their Plaza project. He reported the reduced setback will allow them to widen the building to meet ADA requirements and accommodate an elevator.

Mr. Statz questioned the ownership of the land. Mr. Olejniczak responded the lot was approved to be sold to Mr. Gentry but the City will retain the one-foot strip between the lot and the highwater mark in order for the City to remain the riparian owner.

Mr. Ward called for a motion. Mr. Norland made a motion to grant a zero setback. Ms. Reeth seconded the motion.

All ayes. Motion carried.

Consideration of restructuring of permitted and conditional uses within the Sturgeon Bay Zoning Code:

Mr. Olejniczak introduced a draft of a chart format for zoning districts recommended by Vandewalle & Associates and discussed the section on residential uses. He also discussed the "footnotes" document entitled *Regulations/Requirements for Particular Uses (number corresponds to chart of permitted uses)* as it relates to the zoning districts chart. He suggested the Commission reconsider increasing the number of units in a multi-family development that would require a PUD designation when all other zoning criteria are met. In addition, he asked the Commission to consider increasing the number of units that would be considered permitted before conditional use was triggered.

Mr. Statz questioned whether the number of units per designation (Permitted vs. Conditional vs. PUD) would be affected by whether there was one building or multiple buildings on a lot. Mr. Olejniczak responded that currently the designation is based upon number of units per lot, but that question must be discussed/considered.

Mr. Norland raised the concern that traffic flow issues be considered when a sizable development is proposed. Mr. Olejniczak responded specific requirements for uses exist and the City can state that when a certain number of units are proposed a traffic impact analysis must be submitted and the developer may be required to pay for a traffic light or a request may be rejected if a traffic issue can't be resolved.

Mr. Ward questioned the number of units per designation. If the number of units in the Permitted category was increased, what would be a suggested range to be designated as Conditional? Mr. Olejniczak responded that it might be possible to have only two designations, Permitted and Conditional, with additional standards such as the traffic analysis required for the Conditional category. He explained he was leaning toward eliminating the PUD category or significantly increasing the number of units that would trigger a PUD if the Commission opted to keep it.

Mr. Mark Holey joined the meeting in person at 5:53 pm.

Mr. Olejniczak discussed an institutional use category or district and asked the Commission to share their thoughts on that. Items in red are more “controversial” and require further discussion.

Staff was directed to continue to work on the restructuring of the zoning code to bring back to a future Plan Commission meeting. No formal action was taken.

Motion to Adjourn:

Mr. Holey moved to adjourn the meeting. The motion was seconded by Ms. Kiedrowski.

All ayes. Motion carried. Meeting adjourned at 6:01p.m.

Respectfully submitted,

A handwritten signature in black ink that reads "Suzanne Miller". The signature is written in a cursive, flowing style.

Suzanne Miller

Administrative Assistant

**Ad Hoc NERR Advisory Committee
July 23, 2021**

A meeting of the Ad Hoc NERR Advisory Committee was called to order at 9:01 a.m. by Co-Chairperson Oleson at Crossroads at Big Creek.

Roll call: Members Mark Holey, Caitlin Oleson, Gregg Meissner and Charlie Henriksen were present. Members Laurel Hauser and Matthew Peter were excused. Ex Officio members Steve Jenkins and David Ward were present. Ex Officio members Josh VanLieshout, Marty Olejniczak, Chris Sullivan-Robinson and Pam Seiler were excused. Also present was Deputy Clerk/Treasurer Spittlemeister.

Adoption of agenda: Moved by Mr. Meissner, seconded by Mr. Henriksen to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Public Comment.
4. Consideration of: UWGB NERR Update.
5. Consideration of: Prospectus and Video Update.
6. Consideration of: Outreach Strategy Update.
7. Adjourn.

Carried.

No one spoke during public comment.

Consideration of: UWGB NERR Update:

Communication from Emily Tyner, Director of Freshwater Strategy at University of Wisconsin-Green Bay, stated that there would not likely be a formal application process or an RFP. NOAA has added three new categories for the NERR Site Evaluation Committee's consideration. The criteria list was expected to be released in August, however with the additional categories, the criteria may now be released a few weeks later. The Site Evaluation Committee, chaired by Nicole Van Helden, is expected to meet in September for the first time and approach communities with questions regarding properties, access and land ownership. Discussions continued on suggested sites in Sturgeon Bay, making a list of areas that are of concern, and research needs of groups such as Ducks Unlimited and fisheries.

Consideration of: Prospectus and Video Update:

Ms. Oleson and Mr. Holey met with Ken Pabich, County Administrator and Erin Hanson, County Conservationist. Mr. Pabich is aware of the NERR and agreeable to help. The meeting was on the lines of sharing information and a list of needs for the prospectus that could be met by the county.

Bill Hoag from the Door County Environmental Council may be willing to give assistance with the prospectus.

Consideration of: Outreach Strategy Update:

The Door County Community Foundation's board held a special meeting and unanimously approved endorsing the NERR, in which a campaign to raise \$500,000 may not be an issue.

The City of Sturgeon Bay will be releasing a press release in the Pulse to show their support for Sturgeon Bay to be selected as the site for the UWGB NERR. The City of Sturgeon Bay has also placed a page in their website for the NERR.

Emily Tyner, Director of Freshwater Strategy at University of Wisconsin-Green Bay, will be arriving prior to giving her presentation at the Door County Maritime Museum on Tuesday, July 27 to view Sturgeon Bay from the Door County Maritime Museum tower. The presentation, sponsored by DCEC, highlights UW-Green Bay as a coastal university which will establish a research area within the NERR Relevant Coastal Geography.

Moved by Mr. Meissner, seconded Mr. Henriksen to adjourn. Carried. The meeting adjourned at 9:47 a.m.

Respectfully submitted,

A handwritten signature in cursive script that reads "Laurie Spittlemeister".

Laurie Spittlemeister,
Deputy Clerk/Treasurer

FINANCE/PURCHASING & BUILDING COMMITTEE
July 27, 2021

A meeting of the Finance/Purchasing & Building Committee was called to order at 4:01 pm by Chairperson Bacon in the Council Chambers, City Hall. Roll call: Alderpersons Bacon, Wiederanders and Williams were present. Also present: City Administrator VanLieshout, City Treasurer/Finance Director Clarizio, Robert W. Baird Managing Director Brad Viegut, and Office Accounting Assistant II Metzger.

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

1. Roll call.
2. Adoption of agenda.
3. Public comment on agenda items and other issues related to finance & purchasing.
4. Consideration of: Resolution Providing for the Sale of Approximately \$4,890,000 General Obligation Promissory Notes.
5. Review bills.
6. Adjourn.

Carried.

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

Consideration of: Resolution Providing for the Sale of Approximately \$4,890,000 General Obligation Promissory Notes.

Brad Viegut, Managing Director of Robert W. Baird, outlined the proposed financing plan for capital purchases budget for 2021, TID #4 projects and refinancing of the July 5, 2012 TID #2 bonds. He explained that a general obligation promissory note in the amount of \$4,890,000 would be issued for the borrowing. The borrowing will include refinancing \$2,020,000 to lower the current interest rate. \$1,000,000 for TID #4 projects, which has a repayment over 10 years and finally \$1,870,000 for capital projects and purchases. Mr. Viegut stated that the City allocates financing to projects that match the usefulness of those projects, creating separate repayment schedules, therefore of the capital borrowing \$950,000 will be repaid over 10 years, \$760,000 repaid over 5 years and \$160,000 over 3 years. The estimated interest rate is 1.25%, it would be callable October 1, 2028. The initial approval of the resolution will be considered at the August 3, 2021 Common Council meeting.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to approve and forward the resolution to Common Council providing for the sale of approximately \$4,890,000 General Obligation Promissory Notes. Carried.

Review bills

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

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to adjourn. Carried. The meeting 4:20pm.

Respectfully submitted,


Tricia Metzger

AESTHETIC DESIGN AND SITE PLAN REVIEW BOARD
Monday, July 26, 2021

The Aesthetic Design and Site Plan Review Board meeting was called to order at 6:05 p.m. by Chairperson Rick Wiesner in the Council Chambers, City Hall, 421 Michigan Street.

Roll Call: Members Rick Wiesner, Jon Burk, Dave Augustson, and Jon Burk were present. Cheryl Frank and Kelsey Fox were excused. Pam Jorns was absent. Also present were City Administrator Josh VanLieshout, Community Development Director Marty Olejniczak, Planner/Zoning Administrator Christopher Sullivan-Robinson, and Police Assistant Candy Jeanquart.

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

1. Roll call.
2. Adoption of agenda.
3. Consideration of: Building design and materials for the Sturgeon Bay Plaza project located at 100 E Maple Street; parcel #281-12-10080101A.
4. Adjourn.

All ayes. Carried.

Consideration of: Building design and materials for the Sturgeon Bay Plaza project located at 100 E Maple Street; parcel #281-12-10080101A: Mr. Peter Gentry started by introducing Mr. Doug Pahl, Architect at Aro Eberle Architects. Mr. Pahl stated the industrial design look was created to match up with the surrounding businesses and granary design plans. All three levels are accessible with by elevator with a possible deli on the first floor and housing on the second floor.

Mr. Pahl presented examples of the materials for the project. The main material is corrugated metal siding either slate gray or metallic zinc color. The trim will be black with a standing seam metal roof matching the siding. Part of the building will include vertical cedar siding requesting finished in a natural look.

Mr. Struck inquired on the concept of the retaining wall and color. Mr. Pahl explained it will be stacked with a subtle color concrete to match the structure. It was questioned if the owners or the City will be responsible for the landscaping. Landscape maintenance depending on locations will be both parties' responsibilities; however, will be determined by the development agreement between the City and WWP Development LLC. This is based on the proposed outdoor seating area and retaining wall space being on both private and public land.

Mr. Augustson questioned if the vertical cedar siding would continue to the bottom on the east elevation. He also questioned what type of coating would be applied, recommending clear. Mr. Pahl confirmed it is and was thinking a natural finish.

Mr. Burk made a motion to accept as presented. Seconded by Mr. Struck. Mr. Augustson amended the motion to accept as presented with having the vertical cedar siding clear and finished in earth tone color. Seconded by Mr. Wiesner. All in favor. The amendment carried. A vote was taken on the amended motion. All in favor. Carried.

Adjourn: Moved by Mr. Burk, seconded by Mr. Struck to adjourn. All ayes. Carried. The meeting adjourned at 6:35 p.m.

Respectfully submitted,


Candy Jeanquart
Police Assistant

PERSONNEL COMMITTEE
August 5, 2021

A meeting of the Personnel Committee was called to order by Chair Williams at 3:30 p.m. in the Council Chambers. Roll call: Members Williams and Gustafson were present. Statz was excused.

Williams/Gustafson to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Consideration of: Wage for Assistant Police Chief and Captain of Police.
4. Adjourn.

Carried.

Police Chief Henry summarized the wage recommendations for both Assistant Police Chief Brinkman and Captain Hougaard. It was noted that the recommendations were based on their experience, supervisory experience, and responsibilities of the positions. It was recommended that Assistant Chief Brinkman start at Step 15 of the 2021 wage scale and Police Captain Hougaard start at Step 12 of the 2021 wage scale.

Gustafson/Williams to recommend to the Common Council to approve the following: Assistant Police Chief at Step 15 of the 2021 wage scale effective July 19, 2021 and Police Captain at Step 12 of the 2021 wage scale effective July 26, 2021. Carried.

Gustafson/Williams to adjourn. Carried. The meeting adjourned at 3:35 p.m.

Respectfully submitted,


Stephanie L. Reinhardt
City Clerk/HR Director

BEVERAGE OPERATOR LICENSES

1. Antholt, Kristayn C.
2. Brown, Mary L.
3. Donley, Zachary R.
4. Peterson, Melinda J.
5. Polsin, Joelle A.

Pd C210802 # 5 JM

SIDEWALK CAFÉ PERMIT APPLICATION

Application for sidewalk café permit must include:

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

Name of applicant:

KATHERINE E. LeROY

Establishment Name:

BARN DOOR QUILTS

Address:

154. N. 3RD AVE

Phone/Email:

920.746.1544 / BARNDOORQUILTS@gmail.com

- | | |
|--|---|
| <input type="checkbox"/> Written Request Submitted | <input type="checkbox"/> Cert of Insurance (additional insured) submitted |
| <input type="checkbox"/> Scaled Diagram submitted | <input type="checkbox"/> Hold Harmless Certificate submitted |
| <input type="checkbox"/> Fee Paid <u>\$55.00</u> | |

Date Completed Application Submitted:

Aug 2, 2021

Community Development Approval:

Aug 5, 2021

Department of Public Works Approval:

Aug 6, 2021

Date of Common Council Approval:

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

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

Sidewalk Café Permit Request

Submitted by:

Barn Door Quilts

154 N 3rd Ave

Sturgeon Bay, WI 54235

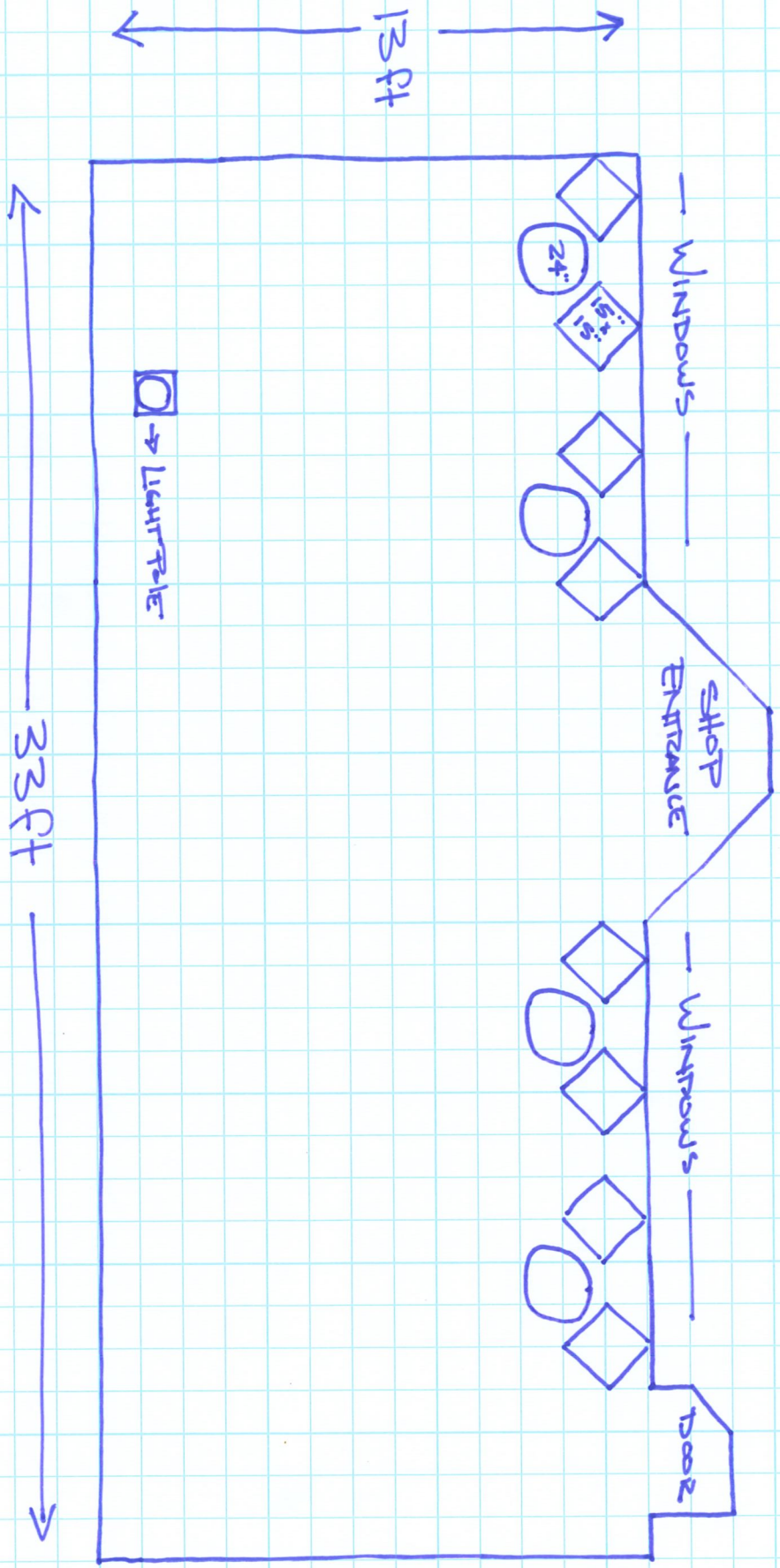
I, Katherine LeRoy, as owner of Barn Door Quilts, am requesting the approval of a sidewalk café permit. Many of the patrons that visit my shop are elderly, have family with them, or have friends joining them that do not quilt. While I have space for one chair inside my shop it would be an asset to my business to be able to provide more seating in the busier summer months.

It is also extremely beneficial to have the chairs and tables as my working neighbor, Kick Coffee, also provides a service that my customers can take advantage of while waiting for their family and friends to shop. Many times they will go next door for a cup of coffee and snack and wait while the others in their party are shopping in my store. With the addition of tables and chairs in front of my shop, I can relieve some of the pressure of taking up Kick Coffee's seating. This benefits both businesses and creates a working sense of community between the two of us.

A handwritten signature in blue ink, appearing to read 'Katherine LeRoy', with a long horizontal flourish extending to the right.

Katherine LeRoy
Barn Door Quilts

BARN Door Quilts Sawtooth C&F Permit Plans



STREET

429 sq ft total
103 1/2 ft - finished area



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Laura Beck Nielsen(347033V) 624 Struck St Ste A Madison WI 53719-1407		CONTACT NAME: PHONE (A/C, NO, EXT): 608-237-3747 FAX (A/C, NO): 877-780-5084 E-MAIL ADDRESS: lnienlsen@farmersagent.com	
INSURED BARN DOOR QUILTS, LLC 154 N 3RD AVE STURGEON BAY WI 54235		INSURER(S) AFFORDING COVERAGE INSURER A: Truck Insurance Exchange 21709 INSURER B: Farmers Insurance Exchange 21652 INSURER C: Mid Century Insurance Company 21687 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	607193361	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 75,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		N				COMBINED SINGLE LIMIT (Ea accident) \$
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	\$						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
	AGGREGATE \$						
	\$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> \$
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
154 N 3RD AVE, STURGEON BAY, WI 54235

CERTIFICATE HOLDER

CANCELLATION

CITY OF STURGEON BAY 421 MICHIGAN ST STURGEON BAY WI 54235	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The undersigned certifies that he or she is a duly authorized agent of Barn Door Quilts, and is duly empowered and authorized to execute this hold harmless and indemnification agreement on behalf of the above referenced party.

The undersigned in consideration of being allowed to use City property to Side Walk Cafe, which shall encroach in the public right-of-way adjacent to property located at 154 N. 3rd Ave; do hereby release, acquit, and forever discharge the City of Sturgeon Bay, its officers, agents, and employees (hereinafter known as City), from any and all actions, causes of action, claims, demands, costs, expenses and compensation related to property damages, personal injury or death arising out of any accident or occurrence while maintaining said encroachment in the public right-of-way. The undersigned further agrees to hold harmless and defend the City from any claims or actions arising from said Side Walk Cafe as an encroachment in the public right-of-way.

The undersigned agrees that as a condition of the City approving the use as an encroachment in the public right-of-way, it will maintain usage, and continue to provide a minimum of six foot unobstructed area for public use and passage in said public right-of-way.

Dated this 2nd day of August, 2007-~~2021~~

By: [Signature]

By: _____

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

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the amendment to the professional service agreement for building plan review with E-Plan Exam.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: August 10, 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: Amendment to Professional Services Agreement - Building Plan Review

Background: Under state and local regulations, property owners or their builders must submit construction plans and obtain building permits prior to commencing most construction work. For commercial projects the Wisconsin Department of Safety and Professional Services (DSPS) typically must review and approve the plans before the local building inspector can issue the permits. Alternatively, cities that have obtained certified or delegated authority from the state can perform the plan reviews locally, if they have qualified personnel.

Sturgeon Bay is a delegated municipality for most types of projects and, therefore, is able to do local plan review. This usually saves the applicant time because the local review process is often much quicker than the state plan review process. Currently, Sturgeon Bay has a contract with E-Plan Exam to do structural, building, mechanical, fire alarm, and fire sprinkler plan reviews. Although the City has only been using E-Plan Exam for a few months, there have been no problems or concerns with their work to date.


One of the few trades for which the City is not delegated to do plan reviews is plumbing. E-Plan Exam has credentialed staff to perform the plumbing plan reviews and our local building inspector, Door County Inspections, LLC, is qualified to do the plumbing inspections. Therefore, city staff is requesting that the contract be amended to include plumbing as one of the trades/disciplines included in the contract. An application to DSPS is also required to be delegated for such reviews.

In addition to the plumbing issue, there is a proposed change to the invoice and payment structure of the contract. Rather than the City receiving the fees for plan review and then paying E-Plan Exam its 85% share of the collected fees, the proposal is for E-Plan Exam to collect the fees and then remit to the City the 15% share of the collected fees. This change will be easier for builders/architects and will reduce the administrative staff time on the part of the City.

Fiscal impact: Currently, plumbing plans are reviewed by the State and the City receives no portion of the review fee. If the contract is changed to allow plumbing plans to be reviewed by the City's consultant (E-Plan Exam), the City will get 15% of the fee. The total annual amount of plumbing plan review fees is unknown, but it will be a modest positive impact to revenue.

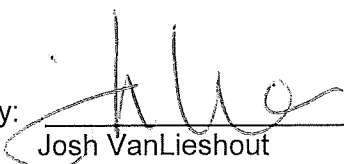
Recommendation: Approve the Amendment to Professional Services Contract.

Prepared by:


Martin Olejniczak
Community Development Director

8-2-2021
Date

Reviewed by:


Josh VanLieshout
City Administrator

8/2/21
Date

Amendment to Professional Services Contract

Commercial Plan Review

This Contract is by and between the City of Sturgeon Bay, 421 Michigan Street, Sturgeon Bay, Wisconsin 54235, referred to as Client; and EPLEX, LLC, 12605 W. North Avenue, #189, Brookfield, Wisconsin 53005 referred to as Consultant. Together Client and Consultant are referred to as the Parties.

Recitals

On February 26th, 2021, the Parties entered into a Professional Services Contract, referred to herein as the Contract, for Consultant to provide Commercial plan review services to the Client, which did not include Plumbing Plan Review. The Parties now wish to add Plumbing Plan Review to the services provided by Consultant. Additionally, the Contract also stipulated that Client is to be responsible for all collection of plan review fees with Consultant invoicing Client on a monthly basis. The Parties now wish to modify those terms to have Consultant be responsible for collection of plan review fees and invoicing Client monthly.

Now, therefore, in consideration of the mutual promises of the Parties herein, Client and Consultant agree to the Contract as follows:

1. **Consultant Services.** Exhibit A – Section 1 - Plan Review Services is deleted in its entirety and replaced by the following to include Plumbing Plan Review Services:

Plan review is limited to Structural, Building, Mechanical, Plumbing, Fire Alarm, and Fire Sprinkler trades/disciplines.

Each discipline will be reviewed by a plan examiner holding certifications as required by the local jurisdiction and/or licensed Architect and/or Professional Engineer and/or Master Plumber in the State of Wisconsin.

- ✓ Disciplines are defined as follows:
 - Building (architectural / structural)
 - Mechanical (HVAC)
 - Plumbing
 - Fire (Sprinkler, Fire Alarm, etc.)
- ✓ Post final comprehensive conditional plan approval – required if requested by Jurisdiction of Authority.
 - Delegated Component Submittal(s)
 - Shop Drawings

2. **Plan Review Fee:** Exhibit A – Section 2 – Plan Review Fee is amended with the following language added to this section in addition to what is currently included in the Contract.

- Plumbing Plan Review Fees shall be based upon the below fee schedule to be adopted by the municipality.

COMMERCIAL PLAN REVIEW FEE SCHEDULE – PLUMBING				
1. New construction, alterations and remodeling fees are computed per the following table				
2. New construction fee is calculated based on square footage of the area constructed.				
3. Alterations and remodeling fee is based on the number of plumbing fixtures.				
Area (Square Feet) (New Construction & Additions)	Plumbing Plan Review Fee		Number of Fixtures (Alteration, Remodeling, and Site Work)	Plumbing Plan Review Fee
Less than 3,000	\$300		<15	\$200
3,001 - 4,000	\$400		16-25	\$300
4,001 - 5,000	\$550		26-35	\$450
5,001 – 6,000	\$650		36-50	\$550
6,001 – 7,500	\$700		51-75	\$800
7,501 – 10,000	\$850		76-100	\$900
10,001 – 15,000	\$900		101-125	\$1,050
15,001 – 20,000	\$950		126-150	\$1,150
20,001 – 30,000	\$1,100		>151	\$1,150
30,001 – 40,000	\$1,250		Plus \$160 for each additional 25 fixtures (rounded up) beyond 150 Fixtures	
40,001 – 50,000	\$1,550			
50,001 – 75,000	\$2,100			
Over 75,000	\$2,500			
Plus \$0.0072 per each additional sq. ft. over 75,000 sq. ft.				
Note:	1. A Plan Entry Fee of \$100.00 shall be submitted with each submittal of plans in addition to the plan review and inspection fees.			
	2. At the Sole discretion of the Supervisor of Building Inspection and Plans Examiner; Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.			
Determination of Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.			
Resubmittals & revisions to approved plans	When deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans, the review fee shall be \$75.00. Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Building Inspection Department may result in additional charges as appropriate.			
Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of \$250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees and base fees applied to a project.			
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.			

3. Invoice & Payment Structure. Section 6 of the Contract is deleted in its entirety and replaced by the following:

When fees are Collected by the Consultant: Consultant will invoice the Client on a monthly basis and provide all supporting documentation. All payments are due to Client as appropriate within forty-five (45) days of invoice date. The Client may request additional information before approving the invoice. When additional information is requested, the Client will Identify specific disputed item(s) and give specific reasons for any request. If additional information is requested, the appropriate party will submit payment to the other party within forty-five (45) days of resolution of the inquire/dispute.

Grace Period: If fees are collected by the Client from the timeframe preceding this Contract Amendment up until 60 days after enactment of this Contract Amendment, Client and Consultant mutually agree to work in cooperation on invoices and Consultant will invoice the net difference on a monthly basis based upon the payment structure and procedures within section 6 of the original agreement dated 2/26/2021.

At the Client's sole option, the invoice and payment structure shall revert to the original procedures within section 6 of the agreement dated 2/26/2021 if Client notifies Consultant at least 30 days prior to reinstituting the reversion to the original invoice and payment structure.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be amended in their respective names on the dates hereinafter enumerated.

Client:_____

Consultant:_____

Authorized
Signature:_____

Authorized
Signature:_____

Printed
Name:_____

Printed
Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

Executive Summary

TITLE: Sturgeon Bay Fire Department Paid On-Call Firefighters LOSAP

BACKGROUND: Sturgeon Bay Fire Department Part-time firefighters who have met the department's annual requirements are currently eligible for a Length of Service Award Program. LOSAP is a pension-like program intended to help recruit and retain paid-on-call firefighters. Since the inception of LOSAP times have changed and this program is no longer seen as a valuable recruitment and retention program. In February of 2021 the Common Council approved Sturgeon Bay Fire Department Part-Time Firefighters' ability to become eligible for Deferred Compensation while discontinuing and eliminating the current LOSA program. Penflex who administers the current LOSAP requires a resolution to be passed by the Common Council of the City of Sturgeon Bay allowing for the final payout and closing of the current active accounts.

RECOMMENDATION: Approve and pass the attached resolution allowing for the termination of the current LOSA program and completing the payout of all eligible participants.

PREPARED BY:



Tim Dietman
Fire Chief

8-4-2021
Date

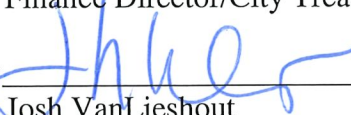
REVIEWED BY:



Valerie Clarizio
Finance Director/City Treasurer

8/4/21
Date

REVIEWED BY:



Josh VanLieshout
City Administrator

8/4/21
Date

RESOLUTION

**Resolution to End Participation in the
Wisconsin Service Award Program**

WHEREAS, the City of Sturgeon Bay [City] previously adopted a resolution to participate in the State of Wisconsin service award program [Program] effective January 1, 2002; and

WHEREAS, the Program benefits active part time firefighters of the City of Sturgeon Bay Fire Department [Department]; and

WHEREAS, the City and Department have determined it is in the best interest of all current Program participant to terminate and distribute the accumulated funds to the participants;

NOW, THEREFORE, upon motion duly made and seconded, the Common Council of the City of Sturgeon Bay passed the following Resolution:

BE IT RESOLVED that the City of Sturgeon Bay declares that it shall no longer participate in the State of Wisconsin Service Award Program effective December 31, 2021.

BE IT FURTHER RESOLVED that all participant accounts shall immediately become 100% vested and shall be paid to such participants. The timing of such payments shall be coordinated with the vendor chosen by the City, Penflex, Inc.

Introduced and adopted this ____ day of _____ 20__.

APPROVED:

EXECUTIVE SUMMARY

TITLE:

Resolution Providing for the Sale of Approximately \$4,890,000 General Obligation Promissory Notes.

Debt Issuance of general obligation promissory notes for Capital Projects and Purchases Including street and park and shoreline improvement projects, improvements to public buildings, sites and facilities, the acquisition of vehicles and equipment, TID #4 projects including the promenade and parking lot development and reconstruction, and refunding obligations of the City, specifically, the General Obligation Refunding Bonds, dated September 5, 2012 (TID #2).

BACKGROUND:

The proposed \$4,890,000 general obligation promissory notes will be issued to provide financing for the following capital items as detailed in the 2021 budget, TID #4 projects, and to refinance the July 5, 2012 TID #2 bonds:

Capital - \$1,870,000:

Cameras for Bridge (4)

East Side Fire Station Floor Refinish

Safety and Service Building Improvements

Spillman Module Flex Cad Delivery Svc

Squad Cars (2)

Refuse Trucks (2)

Road Improvements

Wayfinding Signage

Steam Generator

Park and Shoreline Improvements

Library Building Improvements

TID #4 - \$1,000,000:

Promenade

Parking Lot Development and Reconstruction

Refund 7/1/2012 General Obligation Refunding Bonds (TID #2) - \$2,020,000

FISCAL IMPACT:

See attached financing plan for the estimated debt payment schedule.

RECOMMENDATION:

Approve the Resolution Providing for the Sale of Approximately \$4,890,000 General Obligation Promissory Notes and forward to the Common Council for approval.

PREPARED BY:

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

7/21/21
Date

APPROVED BY:

Joshua VanLieshout
Joshua VanLieshout
City Administrator

7/21/21
Date

RESOLUTION NO. _____

RESOLUTION AWARDING THE SALE OF
\$4,890,000 GENERAL OBLIGATION PROMISSORY NOTES

WHEREAS, on August 3, 2021, the Common Council of the City of Sturgeon Bay, Door County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution"), providing for the sale of General Obligation Promissory Notes (the "Notes") for public purposes, including paying the cost of street and park and shoreline improvement projects, improvements to public buildings, sites and facilities, and the acquisition of vehicles and equipment (collectively, the "Project") and refunding obligations of the City, specifically the General Obligation Refunding Bonds, dated July 5, 2012 (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations for the purpose of achieving interest cost savings;

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes and to refinance its outstanding obligations; and

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell such Notes to Robert W. Baird & Co. Incorporated (the "Purchaser"), pursuant to the terms and conditions of its note purchase agreement attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

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

Section 1. Authorization and Sale of the Notes. For the purpose of paying the cost of the Project and the Refunding, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of FOUR MILLION EIGHT HUNDRED NINETY THOUSAND DOLLARS (\$4,890,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the general obligation promissory notes aggregating the principal amount of FOUR MILLION EIGHT HUNDRED NINETY THOUSAND DOLLARS (\$4,890,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall be issued in the aggregate principal amount of \$4,890,000; shall be dated September 7, 2021; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on October 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest shall be

payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2022. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 2A. Designation of Maturities. For purposes of State law, the Notes are designated as being issued to pay and discharge the debts incurred by the City through the issuance of the Refunded Obligations (and any obligations refunded by the Refunded Obligations) in the order in which those debts were incurred, so that the Notes of the earliest maturities are considered to be issued to discharge the debts which were incurred first.

Section 3. Redemption Provisions. The Notes maturing on October 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the City, on October 1, 2028 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

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

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2021 through 2029 for the payments due in the years 2022 through 2030 in the amounts set forth on the Schedule.

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

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

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, dated September 7, 2021" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 18. Redemption of the Refunded Obligations. The Refunded Obligations maturing on October 1, 2022 and thereafter are hereby called for prior payment and redemption on October 1, 2021 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with the Purchaser to cause timely notice of redemption, in substantially the form attached hereto as Exhibit D and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. Any and all actions heretofore taken by the officers and agents of the City to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded August 17, 2021.

David J. Ward
Mayor

ATTEST:

Stephanie L. Reinhardt
City Clerk

(SEAL)

EXHIBIT A

Note Purchase Proposal

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B-1

Pricing Summary

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

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

For the Term Bonds Maturing on October 1, ____

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

For the Term Bonds Maturing on October 1, ____

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

For the Term Bonds Maturing on October 1, ____

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

For the Term Bonds Maturing on October 1, ____

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

EXHIBIT C

(Form of Note)

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

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
October 1, _____ September 7, 2021 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Sturgeon Bay, Door County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2022 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Note is one of an issue of Notes aggregating the principal amount of \$4,890,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of street and park and shoreline improvement projects, improvements to public buildings, sites and facilities, the acquisition of vehicles and equipment and refunding certain obligations of the City, as authorized by a resolution adopted on

August 17, 2021. Said resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on October 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the City, on October 1, 2028 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

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

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

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

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

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully

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

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

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

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

CITY OF STURGEON BAY
DOOR COUNTY, WISCONSIN

By: _____
David J. Ward
Mayor

(SEAL)

By: _____
Stephanie L. Reinhardt
City Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

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

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN

By _____
Authorized Signatory

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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

(Authorized Officer)

EXHIBIT D

NOTICE OF FULL CALL*

CITY OF STURGEON BAY
DOOR COUNTY, WISCONSIN
GENERAL OBLIGATION REFUNDING BONDS, DATED JULY 5, 2012

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called for prior payment on October 1, 2021 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
10/01/2022	\$1,020,000	2.50%	864048HM8
10/01/2023	1,050,000	2.50	864048HN6

Upon presentation and surrender of said Bonds to Associated Trust Company, National Association, Green Bay, Wisconsin, the registrar and fiscal agent for said Bonds, the registered owners thereof will be paid the principal amount of the Bonds plus accrued interest to the date of prepayment.

Said Bonds will cease to bear interest on October 1, 2021.

By Order of the
Common Council
City of Sturgeon Bay
City Clerk

Dated _____

* To be provided to Associated Trust Company, National Association, Green Bay, Wisconsin at least thirty-five (35) days prior to October 1, 2021. The registrar and fiscal agent shall be directed to give notice of such prepayment by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to October 1, 2021 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

BAIRD

City of Sturgeon Bay

Finance Committee Meeting

July 27, 2021

Bradley D. Viegut, Managing Director

bviegut@nrbaird.com

777 East Wisconsin Avenue

Milwaukee, WI 53202

Phone 414.765.3827

Fax 414.298.7354

City of Sturgeon Bay

Finance Committee Meeting

July 27, 2021

Timeline

- Finance Committee considers plan of financeJuly 27, 2021
- Common Council considers Set Sale Resolution for General Obligation Promissory Notes (the "Notes")August 3, 2021
 - Preparations are made for issuance of the Notes
 - ✓ Official Statement
 - ✓ Note Rating
 - ✓ Marketing
- Common Council considers Award Resolution for the Notes (finalizes terms and interest rates).....August 17, 2021
- Note Closing (funds available to pay project costs and refinance 2012 Bonds)September 7, 2021



City of Sturgeon Bay

Finance Committee Meeting

July 27, 2021

BAIRD

Borrowing Amount / Structure / Purpose

Amount:	\$4,890,000		
Issue:	General Obligation Promissory Notes		
Dated/Settlement Date:	September 7, 2021		
Maturity Dates:	October 1, 2022-2030		
First Interest:	April 1, 2022		
Callable:	2029 & 2030 callable on 10/1/2028 or any date thereafter		
Purpose - Refunding:	\$2,020,000 Refinancing of General Obligation Refunding Bonds, Dated July 1, 2012 (maturities 10/1/2022-10/1/2023)		
Purpose - TID:	\$1,000,000 TID #4 Projects, Amortized 10 years		
Purpose - CIP:	CIP - 10 Years -- \$950,000 East Side Fire Station Floor Refinish Safety & Service Building Improvements Annual Road Improvements Steam Generator Park & Shoreline Improvements Library (Facia, Tuck Pointing, ADA Imp.)	CIP - 5 Years -- \$760,000 Refuse Trucks (2) Wayfinding Signage Erosion Control	CIP - 3 Years -- \$160,000 Bridge Cameras (4) Spillman Module Flex Cad Delivery Svc. Spillman Statelink Software & Maint. Squad Cars (2) Body Cameras
Estimated Interest Rate:	1.25%		
Purchaser:	Baird		

City of Sturgeon Bay

Finance Committee Meeting

July 27, 2021

Refinancing



Calendar Year	BEFORE REFINANCING				AFTER REFINANCING				POTENTIAL DEBT SERVICE SAVINGS
	\$2,815,000		TOTAL DEBT SERVICE		\$2,020,000		TOTAL NEW DEBT SERVICE		
	G.O. Refunding Bonds (CR)				G.O. Refunding Bonds (CR)				
	Dated July 5, 2012				Dated September 7, 2021 ¹				
	PRINCIPAL	RATE	INTEREST		PRINCIPAL	INTEREST	PRINCIPAL	INTEREST	TOTAL
	(10/1)		(4/1 & 10/1)		(10/1)	(4/1 & 10/1)	(10/1)	(4/1 & 10/1)	
						TIC =		0.94%	
2021	\$95,000	2.100%	\$53,745	\$148,745	\$95,000	\$53,745	\$990,000	\$67,333	\$148,745
2022	\$1,020,000	2.500%	\$51,750	\$1,071,750	***		\$990,000	\$67,333	\$1,057,333
2023	\$1,050,000	2.500%	\$26,250	\$1,076,250	***		\$1,030,000	\$32,188	\$1,062,188
	\$2,165,000		\$131,745	\$2,296,745	\$95,000	\$53,745	\$2,020,000	\$99,521	\$2,268,266
	City & TID #2 Supported				City & TID #2 Supported		TID #2 Supported		
	Maturities callable 10/1/21 or any date thereafter.				REFINANCED WITH 2021 ISSUE.				
	CALLABLE MATURITIES				ROUNDING AMOUNT.....				
					POTENTIAL GROSS SAVINGS.....				
					\$1,258				
					\$29,738				
					\$28,992				
					1.401%				
					(2) POTENTIAL PRESENT VALUE SAVINGS \$.....				
					POTENTIAL PRESENT VALUE SAVINGS %.....				

TID #4 Supported					
\$1,000,000					
G.O. PROMISSORY NOTES					
Dated September 7, 2021					
(First interest 4/1/2022)					
YEAR DUE	EXISTING DEBT SERVICE	PRINCIPAL (10/1)	INTEREST (4/1 & 10/1)	LESS: HYPOTHETICAL TIC= BID PREMIUM 1.39%	TOTAL
	TID #4 Supported				
2021	\$210,188				
2022	\$208,613		\$28,907	(\$28,907)	\$0
2023	\$206,963		\$27,100	(\$27,100)	\$0
2024	\$210,238		\$27,100	(\$16,705)	\$10,395
2025	\$208,300		\$27,100		\$27,100
2026	\$206,285	\$190,000	\$27,100		\$217,100
2027	\$208,960	\$195,000	\$21,163		\$216,163
2028	\$206,400	\$200,000	\$15,069		\$215,069
2029	\$223,600	\$205,000	\$8,819		\$213,819
2030	\$220,000	\$210,000	\$4,463		\$214,463
2031	\$221,400				\$221,400
2032	\$222,700				\$222,700
2033	\$223,900				\$223,900
2034	\$225,000				\$225,000
2035	\$221,000				\$221,000
2036	\$222,000				\$222,000
2037	\$222,900				\$222,900
2038	\$223,700				\$223,700
2039	\$224,400				\$224,400
		\$1,000,000	\$186,819	(\$72,712)	\$1,114,107
	\$4,116,545				\$5,230,652

City of Sturgeon Bay

Finance Committee Meeting

July 27, 2021

CIP – Financing Plan -- Breakdown

East Side Fire Station Floor Refinish
Safety & Service Building Improvements
Annual Road Improvements
Steam Generator
Park & Shoreline Improvements
Library (Facia, Tuck Pointing, ADA Imp.)

Refuse Trucks (2)
Wayfinding Signage
Erosion Control

Bridge Cameras (4)
Spillman Module Flex Cad Delivery Svc
Spillman Statelink Software & Maint.
Squad Cars (2)
Body Cameras

YEAR DUE	10 Year Allocation				5 Year Allocation				3 Year Allocation				YEAR DUE
	PRINCIPAL (10/1)	INTEREST (4/1 & 10/1)	LESS: HYPOTHETICAL BID PREMIUM	TOTAL	PRINCIPAL (10/1)	INTEREST (4/1 & 10/1)	LESS: HYPOTHETICAL BID PREMIUM	TOTAL	PRINCIPAL (10/1)	INTEREST (4/1 & 10/1)	LESS: HYPOTHETICAL BID PREMIUM	TOTAL	
		TIC=				TIC=				TIC=			
		1.39%				0.95%				0.82%			
2021		\$27,453	(\$27,453)	\$0		\$25,333	(\$25,333)	\$0		\$5,333	(\$5,333)	\$0	2021
2022		\$25,738	(\$25,738)	\$0		\$23,750	(\$23,750)	\$0		\$5,000	(\$5,000)	\$160,000	2022
2023		\$25,738	(\$13,031)	\$12,706	\$105,000	\$23,750	(\$6,381)	\$122,369	\$160,000				2023
2024		\$25,738		\$25,738	\$655,000	\$20,469		\$675,469					2024
2025		\$25,738		\$205,738									2025
2026	\$180,000	\$20,113		\$205,113									2026
2027	\$185,000	\$14,331		\$204,331									2027
2028	\$190,000	\$8,394		\$203,394									2028
2029	\$195,000	\$4,250		\$204,250									2029
2030	\$200,000												2030
2031													2031
2032													2032
2033													2033
2034													2034
2035													2035
2036													2036
2037													2037
2038													2038
2039													2039
	\$950,000	\$177,491	(\$66,222)	\$1,061,269	\$760,000	\$93,302	(\$55,464)	\$797,838	\$160,000	\$10,333	(\$10,333)	\$160,000	

City of Sturgeon Bay

Finance Committee Meeting

July 27, 2021

CIP – Financing Plan



				Levy Supported		
				\$1,870,000		
				G.O. PROMISSORY NOTES		
				<i>Dated September 7, 2021</i>		
				<i>(First interest 4/1/2022)</i>		
YEAR DUE	EXISTING DEBT SERVICE (A) (B)	EXISTING DEBT SERVICE Levy Supported (A)	PRINCIPAL (10/1)	INTEREST (4/1 & 10/1) TIC= 1.24%	LESS: HYPOTHETICAL BID PREMIUM	TOTAL
2021	\$3,523,564	\$1,299,632		\$58,120	(\$58,120)	\$0
2022	\$4,134,006	\$1,495,465		\$54,488	(\$54,488)	\$160,000
2023	\$3,260,684	\$1,495,693	\$160,000	\$49,488	(\$19,412)	\$135,075
2024	\$3,246,222	\$1,460,674	\$105,000	\$46,206		\$701,206
2025	\$2,680,017	\$894,568	\$655,000	\$25,738		\$205,738
2026	\$2,354,046	\$566,916	\$180,000	\$20,113		\$205,113
2027	\$2,369,114	\$573,016	\$185,000	\$14,331		\$204,331
2028	\$2,376,055	\$573,460	\$190,000	\$8,394		\$203,394
2029	\$1,376,435	\$328,485	\$195,000	\$4,250		\$204,250
2030	\$1,116,398	\$69,385	\$200,000			
2031	\$1,118,298	\$67,735				
2032	\$409,191	\$66,085				
2033	\$408,654	\$64,435				
2034	\$292,785	\$67,785				
2035	\$286,985	\$65,985				
2036	\$291,095	\$69,095				
2037	\$289,948	\$67,048				
2038	\$223,700					
2039	\$224,400					
	\$29,981,597	\$9,225,462	\$1,870,000	\$281,126	(\$132,020)	\$2,019,106
						\$11,244,568

(A) Net of bid premium from the 2019 and 2020 G.O. Promissory Notes.

(B) Net of hypothetical savings related to the current refunding of the 2012 G.O. Refunding Bonds.

R E C O M M E N D A T I O N**TO THE HONORABLE MAYOR AND COMMON COUNCIL:**

We, the Personnel Committee, hereby recommend to approve the following: Assistant Police Chief at Step 15 of the 2021 Wage Scale effective July 19, 2021 and Police Captain at Step 12 of the 2021 Wage Scale effective July 26, 2021.

Respectfully submitted,

PERSONNEL COMMITTEE

By: Dan Williams, Chr.

RESOLVED, that the foregoing recommendation be adopted.

Dated: August 5, 2021

* * * * *

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

Passed by the Council on the _____ day of _____, 2021.

EXECUTIVE SUMMARY

TITLE: Staff Recommendation of wage for Assistant Chief and Captain of Police to Personnel Committee

BACKGROUND: Sturgeon Bay Police Department recently promoted Captain Dan Brinkman to Assistant Chief and Sergeant Investigator Chad Hougaard to Captain. As a result, both have new titles and need wage re-evaluation. Assistant Chief Brinkman has been a member of the police departments administrative team for 10 years and has served the community and department for 33 years. Assistant Chief Brinkman received a commendable evaluation as Captain of Police, which receives a recommendation of one increment wage step. As Captain, Assistant Chief Brinkman was at step 13 for the 2021 year. With the commendable evaluation and the added responsibilities, I am recommending Assistant Chief Brinkman to start at step 15 of the Assistant Chief of Police wage scale provided by Public Administration Associates, LLC (see attached). Wage increase would be effective July 19, 2021.

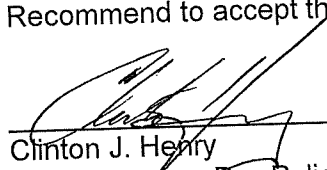
Captain Hougaard has 25 years of law enforcement experience and has been a member of the supervisory team for 10 of his 16 years of service to the Sturgeon Bay community. As a result, he brings several years of supervisory and field experience to the Captain position. Captain Hougaard did have some exposure to administrative duties when he served as the Sergeant Investigator and has a working knowledge of our budget and administrative philosophies. We do not have an evaluation for Captain Hougaard as he was not a member of the administration team prior. I am recommending Captain Hougaard to start at step 12 of the Captain of Police wage scale provided by Public Administration Associates, LLC (see attached). Wage increase would be effective July 26, 2021.

FISCAL IMPACT: The budget of the Police Department will be impacted with the new positions and wage scale; however, the impact will be minimal for the 2021 budget as one of the administrative positions remained open until the end of July.

OPTIONS: Approve all, none, or a portion of the recommendation.

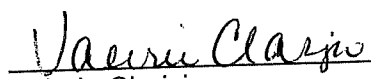
RECOMMENDATIONS: Recommend to accept the wages as presented.

PREPARED BY:


Clinton J. Henry
Chief Sturgeon Bay Police Department

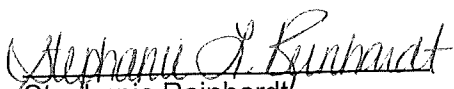
7-29-2021
Date

REVIEWED BY:


Valerie Clarizio
Finance Director/City Treasurer

7/29/21
Date

REVIEWED BY:



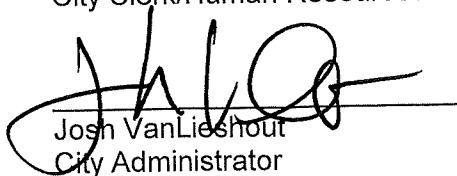
Stephanie Reinhardt

City Clerk/Human Resources Director

7/29/21

Date

APPROVED BY:



Josh VanLieshout

City Administrator

7/29/21

Date

7/29/2021

Management Wage Scale

	Police Chief			Assistant Police Chief			Police Captain			Police Lieutenant		
	2020	2021	2022	2020	2021	2022	2020	2021	2022	2020	2021	2022
	Base Year	3.00%	3.00%	Base Year	3.00%	3.00%	Base Year	3.00%	3.00%	Base Year	3.00%	3.00%
1 - Minimum	73,660	75,870	78,146	71,998	74,158	76,383	66,106	68,089	70,132	59,957	61,756	63,608
2	75,195	77,451	79,774	71,342	73,482	75,687	67,483	69,507	71,593	61,206	63,042	64,933
3	76,731	79,033	81,404	72,798	74,982	77,231	68,860	70,926	73,054	62,456	64,330	66,260
4	78,266	80,614	83,032	74,254	76,482	78,776	70,237	72,344	74,514	63,705	65,616	67,585
5	79,801	82,195	84,661	75,710	77,982	80,321	71,614	73,762	75,975	64,955	66,904	68,911
6	81,336	83,776	86,289	77,167	79,482	81,866	72,991	75,181	77,436	66,204	68,190	70,236
7	82,871	85,357	87,918	78,623	80,981	83,411	74,368	76,599	78,897	67,454	69,478	71,562
8	84,406	86,938	89,546	80,079	82,481	84,956	75,745	78,017	80,358	68,703	70,764	72,887
9	85,941	88,519	91,175	81,535	83,981	86,500	77,122	79,436	81,819	69,953	72,052	74,213
10	87,476	90,100	92,803	82,991	85,481	88,045	78,499	80,854	83,280	71,202	73,338	75,538
11	89,011	91,681	94,432	84,447	86,981	89,590	79,876	82,272	84,740	72,452	74,626	76,864
12	90,546	93,262	96,060	85,903	88,481	91,135	81,253	83,691	86,201	73,701	75,912	78,189
13 - Midpoint	92,082	94,844	97,690	87,360	89,980	92,680	82,630	85,109	87,662	74,951	77,200	79,516
14	93,617	96,426	99,318	88,816	91,480	94,225	84,007	86,527	89,123	76,200	78,486	80,841
15	95,152	98,007	100,947	90,272	92,980	95,769	85,384	87,946	90,584	77,450	79,774	82,167
16	96,687	99,588	102,575	91,728	94,480	97,314	86,761	89,364	92,045	78,699	81,060	83,492
17	98,222	101,169	104,204	93,184	95,980	98,859	88,138	90,782	93,506	79,949	82,347	84,818
18	99,757	102,750	105,832	94,640	97,480	100,404	89,515	92,200	94,966	81,198	83,634	86,143
19	101,292	104,331	107,461	96,097	98,979	101,949	90,892	93,619	96,427	82,448	84,921	87,469
20	102,827	105,912	109,089	97,553	100,479	103,494	92,269	95,037	97,888	83,697	86,208	88,794
21	104,362	107,493	110,718	99,009	101,979	105,039	93,646	96,455	99,349	84,947	87,495	90,120
22	105,897	109,074	112,346	100,465	103,479	106,583	95,023	97,874	100,810	86,196	88,782	91,445
23	107,433	110,656	113,976	101,921	104,979	108,128	96,400	99,292	102,271	87,446	90,069	92,771
24	108,968	112,237	115,604	103,377	106,479	109,673	97,777	100,710	103,732	88,695	91,356	94,097
25 - Maximum	110,503	113,818	117,233	104,833	107,979	111,218	99,154	102,129	105,192	89,945	92,643	95,423