



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, OCTOBER 19, 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 – \$284,347.82, Capital Fund - \$55,776.86, Cable TV - \$39.57, TID #4 - \$9,156.93, Solid Waste Enterprise Fund - \$21,894.74, and Compost Site Enterprise Fund - \$535.42 for a grand total of \$371,751.34 [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 10/5/21 regular Common Council minutes.

* b. Place the following minutes on file:

- (1) Sturgeon Bay Utility Commission – 8/10/21
- (2) Bicycle & Pedestrian Advisory Board – 9/13/21
- (3) Aesthetic Design & Site Plan Review Board – 9/13/21
- (4) Zoning Board of Appeals – 9/28/21
- (5) Finance/Purchasing & Building Committee – 9/28/21
- (6) Waterfront Redevelopment Authority – 9/29/21
- (7) Committee of the Whole – 10/4/21
- (8) Ad Hoc NERR Advisory Committee – 10/8/21

* c. Place the following reports on file:

- (1) Fire Department Report – August 2021
- (2) Police Department Report – September 2021

* d. Consideration of: Approval of Beverage Operator license.

* e. Consideration of: Approval of Temporary Class B Beer & Wine license for Crossroads at Big Creek.

* f. Finance/Purchasing & Building Committee recommendation re: Approve contracting with Energy Control & Design for the control and monitoring panel upgrades in City Hall in the amount of \$27,710.

- * g. Finance/Purchasing & Building Committee recommendation re: Accept the transfer of ownership of Outlot 1 for stormwater detention.
8. Mayoral Appointments.
 9. Second reading ordinance re: Repeal and recreate Section 1.166 – Local Arts Board.
 10. Finance/Purchasing & Building Committee recommendation re: Approve the increase of \$10,390 over the original estimate for the removal of dock pilings at E-dock, transferring the funds from miscellaneous capital contingency 10-199-000-59999 to 10-460-000-59070. [3/4 vote required = 6 votes.]
 11. Finance/Purchasing & Building Committee recommendation re: Share the listing for approximately 2 acres of parcel 281-64-73000102, 1317 Shiloh Road, with Door County Economic Development and/or Destination Sturgeon Bay for two weeks and if a committed cash offer is not received then obtain an assessment for fair market value and list with a real estate agent.
 12. Finance/Purchasing & Building Committee recommendation re: Award the bid to Bissen Asphalt, LLC for the Juniper Street Shoreline protection in the amount of \$31,378.
 13. Consideration of: Release of Right of First Refusal – Sunset School Property.
 14. Consideration of: Development Agreement with S.C. Swiderski for Redevelopment of Sunset School Property.
 15. City Administrator report.
 16. Mayor's report.
 17. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 10.15.21

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 10/19/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL FUND				
LIABILITIES				
R0000234	UNITED METHODIST CHURCH	SIGN DEPOSIT REFND/METHODIST	01-000-000-23168	50.00
R0001717	LINNEA PICHETTE	PARK SHELTER FEE RFD/PICHETTE	01-000-000-46300	55.00
R0001717		PARK SHELTER FEE RFD/PICHETTE	01-000-000-24214	2.75
R0001717		PARK SHELTER FEE RFD/PICHETTE	01-000-000-24215	0.28
R0001719	MARK & JULIE JOHNSON	STREET TREE DEPOSIT REFND	01-000-000-23163	400.00
TOTAL LIABILITIES				508.03
LEAF VAC				
CITIZENS	HUNTINGTON NATIONAL BANK	LEAF VAC	01-000-972-70000	2,682.00
CITIZENS		LEAF VAC	01-000-972-70001	96.55
TOTAL LEAF VAC				2,778.55
TANDEM AXLE				
CITIZENS	HUNTINGTON NATIONAL BANK	TANDEM AXEL	01-000-973-70000	16,421.34
CITIZENS		TANDEM AXEL	01-000-973-70001	591.18
TOTAL TANDEM AXLE				17,012.52
ANNUAL RESURFACING				
CITIZENS	HUNTINGTON NATIONAL BANK	ANNUAL RESURFACING	01-000-975-70000	1,900.00
CITIZENS		ANNUAL RESURFACING	01-000-975-70001	68.40
TOTAL ANNUAL RESURFACING				1,968.40
EGG HARBOR RD IMP/DES				
CITIZENS	HUNTINGTON NATIONAL BANK	EGG HARBOR RD IMPROVEMENTS	01-000-976-70000	7,500.00
CITIZENS		EGG HARBOR RD IMPROVEMENTS	01-000-976-70001	270.00
TOTAL EGG HARBOR RD IMP/DES				7,770.00
EGG HARBOR RD/N 8TH INT				
CITIZENS	HUNTINGTON NATIONAL BANK	EGG HARBOR RD & 8TH AVE	01-000-977-70000	16,200.00
CITIZENS		EGG HARBOR RD & 8TH AVE	01-000-977-70001	583.20
TOTAL EGG HARBOR RD/N 8TH INT				16,783.20
BALLFIELD LIGHTING				
WPPI ENG	WPPI ENERGY	10/21 ATHLETIC FLD LIGHT PROJ	01-000-981-70000	1,365.39
TOTAL BALLFIELD LIGHTING				1,365.39
TOTAL GENERAL FUND				48,186.09
CITY COUNCIL				
03133	CELLCOM WISCONSIN RSA 10	08/21 3 ALDER CELLPHONES	01-105-000-58999	97.25
TOTAL				97.25
TOTAL CITY COUNCIL				97.25

CITY CLERK-TREASURER

DATE: 10/12/1921
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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/19/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
17700	QUILL CORPORATION	DYMO LABLES/POST ITS/ENVELOPES	01-115-000-51950	102.24
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	COLOR PAPER-BUDGET	01-115-000-52800	55.75
BUBRICKS		LEGAL PAD/BINDER CLIPS/HOLDER	01-115-000-51950	30.76
R0001718	JILLIAN MCMAHON	SUBPOENA FEE/CITY VS FREEMAN	01-115-000-56350	16.80
TOTAL				205.55
TOTAL CITY CLERK-TREASURER				205.55
ADMINISTRATION				
19841	ROTARY CLUB OF STURGEON BAY	2021 4TH QTR DUES/VANLIESHOUT	01-120-000-56000	200.00
TOTAL				200.00
TOTAL ADMINISTRATION				200.00
COMPUTER				
04696	DOOR COUNTY TREASURER	09/21 IS INTERNET CHARGES	01-125-000-55550	100.00
04696		09/21 TECH SUPPORT	01-125-000-55550	2,500.00
04696		09/21 4G INTERNET	01-125-000-55550	375.00
04696		09/21 JULY/AUGUST FIBER LOCATE	01-125-000-55550	379.30
04696		09/21 3RD QTR SOFTWARE FEES	01-125-000-55550	7,221.96
04696		09/21 ADDTL NETMOTION LICENSE	01-125-000-55550	290.69
TOTAL				10,866.95
TOTAL COMPUTER				10,866.95
CITY ASSESSOR				
ASSO APP	ASSOCIATED APPRAISALS	10/21 CONTRACT	01-130-000-55010	4,916.67
TOTAL				4,916.67
TOTAL CITY ASSESSOR				4,916.67
BUILDING/ZONING CODE ENFORCMENT				
DCI	DOOR COUNTY INSPECTIONS, LLC	SEPTEMBER BUILDING PERMITS	01-140-000-55010	11,098.75
TOTAL				11,098.75
TOTAL BUILDING/ZONING CODE ENFORCMENT				11,098.75
PUBLIC WORKS ADMINISTRATION				
01525	AMERICAN PUBLIC WORKS ASSOC	ANNL APWA DUES/BARKER-WIEGAND	01-150-000-56000	390.00
17700	QUILL CORPORATION	DIVIDER TABS	01-150-000-51950	24.58
TOTAL				414.58

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
TOTAL PUBLIC WORKS ADMINISTRATION				414.58
CITY HALL				
03159	SPECTRUM	09/21 FIRE CABLE SERVICE	01-160-000-58999	137.37
19880	STURGEON BAY UTILITIES	1317 SHILOH RD	01-160-000-56150	49.36
19880		1317 SHILOH RD	01-160-000-58650	9.83
19880		421 MICHIGAN STREET	01-160-000-56150	4,463.85
19880		421 MICHIGAN STREET	01-160-000-58650	169.72
23730	WPS	1317 SHILOH RD	01-160-000-56600	21.06
VIKING	VIKING ELECTRIC SUPPLY, INC	LAMPS	01-160-000-55300	53.32
VIKING		LAMPS	01-160-000-55300	96.60
VIKING		LED LAMPS	01-160-000-54999	193.20
VIKING		STRIP LIGHTS	01-160-000-54999	39.32
TOTAL				5,233.63
TOTAL CITY HALL				5,233.63
INSURANCE				
04696	DOOR COUNTY TREASURER	ELECTION MACHINE MAINTENANCE	01-165-000-58999	1,389.00
04696		ELECTIONS/WISVOTE 2021 EXPENSE	01-165-000-58999	998.35
MCCLONE	MCCLONE AGENCY, INC	11/21 GEN LIAB INS	01-165-000-56400	3,253.00
MCCLONE		11/21 POLICE LIAB INS	01-165-000-57150	1,411.00
MCCLONE		11/21 PUBLIC OFFICIAL LIAB	01-165-000-57400	1,235.00
MCCLONE		11/21 CYBER LIAB INS	01-165-000-55450	286.00
MCCLONE		11/21 AUTO LIAB INS	01-165-000-55200	1,999.00
MCCLONE		11/21 AUTO PHYSICAL DAMAGE	01-165-000-55200	2,367.00
TOTAL				12,938.35
TOTAL INSURANCE				12,938.35
GENERAL EXPENDITURES				
04696	DOOR COUNTY TREASURER	09/21 CITY HALL PHONE SVC	01-199-000-58200	53.80
04696		09/21 FIRE PHONE SVC	01-199-000-58200	19.10
04696		09/21 MUNICIPAL PHONE SVC	01-199-000-58200	13.22
04696		09/21 POLICE PHONE SVC	01-199-000-58200	29.05
15890	PACK AND SHIP PLUS	SHIPPING BOX	01-199-000-57250	2.75
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	COPY PAPER	01-199-000-55650	290.26
TOTAL				408.18
TOTAL GENERAL EXPENDITURES				408.18
POLICE DEPARTMENT				
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	MISC OFFICE SUPPLIES	01-200-000-51950	36.08
BUBRICKS		SHARPIE PENS	01-200-000-51950	16.99

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INVOICES DUE ON/BEFORE 10/19/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
REG FEE	REGISTRATION FEE TRUST	CERTIFIED RECORD	01-200-000-51600	2.00
TOTAL				55.07
TOTAL POLICE DEPARTMENT				55.07
POLICE DEPARTMENT/PATROL				
19880	STURGEON BAY UTILITIES	SUNSET PRK BT LAUNCH	01-215-000-56150	17.35
19880		110 S NEENAH AVE CAMERA	01-215-000-56150	15.08
19880		724 SHORECREST CAMERA	01-215-000-56150	14.24
DEIBELE	LUKE DEIBELE	CLOTHING ALLOWANCE/DEIBELE	01-215-000-52900	263.74
TOTAL				310.41
TOTAL POLICE DEPARTMENT/PATROL				310.41
POLICE DEPT. / INVESTIGATIONS				
ACCURINT	LEXISNEXIS RISK SOLUTIONS	09/21 CONTRACT FEES	01-225-000-57950	105.00
TOTAL				105.00
TOTAL POLICE DEPT. / INVESTIGATIONS				105.00
FIRE DEPARTMENT				
04575	DOOR COUNTY HARDWARE	SNAP CANVAS REFILL	01-250-000-54999	5.99
04575		BOLT/WEATHERSEAL/ANGLE/RLY EYE	01-250-000-54999	58.56
04575		PAINT & SUPPLIES	01-250-000-54999	27.97
04575		SOCKET RAIL/TORX BIT SCKET SET	01-250-000-54999	47.98
04575		CARTRIDGE REFILL	01-250-000-54999	15.99
04575		AIR HOSE SPLICER/HOSE CLAMP	01-250-000-54999	11.96
04575		CREDIT	01-250-000-54999	-11.96
04575		DRILL BIT	01-250-000-54999	9.59
04575		SOCKET TRAY/RAIL	01-250-000-54999	23.96
04575		FASTENERS	01-250-000-54999	3.24
04575		MOTAR MIX/CLEANER/CONTAINER	01-250-000-54999	23.15
04575		SEALANT/SCKET RAIL/HOLE DOZER	01-250-000-54999	31.57
04575		FREIGHT/SOCKET TRAYS	01-250-000-54999	54.65
19880	STURGEON BAY UTILITIES	92 E MAPLE ST	01-250-000-56675	6.22
19880		92 E MAPLE ST	01-250-000-56675	-0.01
19880		1317 SHILOH RD	01-250-000-56675	6.22
19880		MARTIN PARK RESTROOM	01-250-000-56675	6.22
19880		421 MICHIGAN STREET	01-250-000-56675	133.25
19880		TRUCK FILL	01-250-000-56675	41.00
19880		MEM FLD WARMING HOUSE	01-250-000-56675	49.73
19880		CITY GARAGE	01-250-000-56675	49.73
19880		GARLAND PARK	01-250-000-56675	6.22
19880		SUNSET CONSN CNTR	01-250-000-56675	49.73
19880		FRANK GRASSE MEM SHELTER	01-250-000-56675	15.54
19880		OTUMBA PARK	01-250-000-56675	6.22
19880		W SIDE WARMING HOUSE	01-250-000-56675	6.22

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
19880		W SIDE FIRE STATION	01-250-000-56150	49.73
19880		W SIDE FIRE STATION	01-250-000-58650	6.00
19880		W SIDE FIRE STATION	01-250-000-56150	143.74
19880		W SIDE FIRE STATION	01-250-000-58650	92.87
19880		38 S NEENAH AVE PAVILLION	01-250-000-56675	6.22
19880		NEENAH AVE RESTROOM	01-250-000-56675	31.08
19880		WS BALLFLD LIGHTS	01-250-000-56675	31.08
19880		GIRLS LITTLE LEAGUE	01-250-000-56675	49.73
19880		FIRE TRAINING SITE	01-250-000-56150	13.39
19880		FIRE TRAINING SITE	01-250-000-56675	6.22
19880		QUINCY ST BALLFLD	01-250-000-56675	49.73
19880		22 W LOCUST CT	01-250-000-56675	6.22
19880		PENNSYLVANIA ST DOCK	01-250-000-56675	15.54
19880		92 E MAPLE ST DOCK	01-250-000-56675	6.22
19880		1 ST AVE MARINA/RESTROOM	01-250-000-56675	49.73
19880		CITY PARK RAMP	01-250-000-56675	6.22
19880		48 KENTUCKY ST CITY MARINA	01-250-000-56675	49.73
19880		SIGN SHED	01-250-000-56675	6.22
19880		CHERRY BLOSSOM PRK	01-250-000-56675	15.54
19880		55 VACANT LOTS-QRTLY BILL	01-250-000-56675	1,063.62
ADVAUTO	GENERAL PARTS DISTRIBTION LLC	LICENSE PLATE BULB	01-250-000-53000	4.42
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	BATTERY/CORE/PIN & CLIP	01-250-000-53000	323.01
O'REILLY		CLEARWELD	01-250-000-53000	5.99
O'REILLY		CORE RETURN	01-250-000-53000	-20.00
O'REILLY		WHL BEARINGS	01-250-000-53000	40.34
O'REILLY		CREDITE RETURN	01-250-000-53000	-20.34
O'REILLY		GREASE	01-250-000-53000	8.99
O'REILLY		OIL FILTER	01-250-000-53000	69.84
O'REILLY		PWR RTD BELT	01-250-000-53000	15.34
O'REILLY		DEF	01-250-000-53000	11.99
O'REILLY		THREADLOCK	01-250-000-53000	26.98
O'REILLY		CERAMIC PADS	01-250-000-53000	61.11
O'REILLY		ROTOR/BRK PADS	01-250-000-53000	315.84
O'REILLY		CREDIT	01-250-000-53000	-63.10
O'REILLY		DEF	01-250-000-53000	23.98
O'REILLY		CREDIT	01-250-000-53000	-61.11
O'REILLY		TRAILER LITE	01-250-000-53000	16.79
O'REILLY		MUFFLER CLAMP	01-250-000-53000	6.17
O'REILLY		BATTERY/CORE	01-250-000-53000	288.78
O'REILLY		CORE RETURN	01-250-000-53000	-20.00
O'REILLY		OIL/FILTERS/WIPER FLD	01-250-000-53000	83.03
O'REILLY		AIR BRK FTG	01-250-000-53000	24.06
O'REILLY		AIR FILTER	01-250-000-53000	12.74
O'REILLY		AIR FILTER	01-250-000-53000	13.81
O'REILLY		DEF	01-250-000-53000	25.98
O'REILLY		MOLDING TAPE/FILTER/GASKET	01-250-000-53000	21.75
O'REILLY		BULBS/WIRETIES	01-250-000-53000	12.68
O'REILLY		SEALED BEAM	01-250-000-53000	6.21
O'REILLY		SEALED BEAM	01-250-000-53000	-6.21
O'REILLY		DEF	01-250-000-53000	25.98
TOTAL				3,632.82
TOTAL FIRE DEPARTMENT				3,632.82

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INVOICES DUE ON/BEFORE 10/19/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
LARGE ITEM PICKUP / LEAF COLL				
GFLENVIR	GFL ENVIRONMENTAL, INC	C&D,1 TIRE W/RIM	01-311-000-58400	69.22
GFLENVIR		3 FREON UNITS	01-311-000-58400	136.50
TOTAL				205.72
TOTAL LARGE ITEM PICKUP / LEAF COLL				205.72
STREET SWEEPING				
19880	STURGEON BAY UTILITIES	SWEEPER WATER USAGE SEPTEMBER	01-330-000-53050	7.43
TOTAL				7.43
TOTAL STREET SWEEPING				7.43
ROADWAYS/STREETS				
04545	DOOR COUNTY COOPERATIVE/NAPA	GRASS SEED	01-400-000-51400	182.50
04545		GRASS SEED	01-400-000-52500	119.50
04696	DOOR COUNTY TREASURER	HOT MIX	01-400-000-52200	1,000.00
TOTAL				1,302.00
TOTAL ROADWAYS/STREETS				1,302.00
SNOW REMOVAL				
SNOW REMOVAL				
19959	SUPERIOR CHEMICAL CORP	SNOW RELEASE AGENT	01-410-000-51400	142.95
TOTAL SNOW REMOVAL				142.95
TOTAL SNOW REMOVAL				142.95
STREET SIGNS AND MARKINGS				
04696	DOOR COUNTY TREASURER	ROAD SIGNS	01-420-000-52600	406.76
TOTAL				406.76
TOTAL STREET SIGNS AND MARKINGS				406.76
STREET MACHINERY				
04545	DOOR COUNTY COOPERATIVE/NAPA	DIRECTIONAL LED RECT/FREIGHT	01-450-000-52150	134.58
04545		HOSE REEL/FREIGHT	01-450-000-52150	250.50
04545		CORE DEPOSIT	01-450-000-52150	25.00
04545		BRAKE CALIPER	01-450-000-53000	100.74
04545		CREDIT	01-450-000-53000	-46.91
04575	DOOR COUNTY HARDWARE	HOOK TOOL	01-450-000-52150	1.59
04575		KEYS	01-450-000-51400	4.78
04603	HALRON LUBRICANTS INC	HAND PUMP	01-450-000-53000	145.00

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INVOICES DUE ON/BEFORE 10/19/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
04603		USED OIL PICK UP 350 GAL	01-450-000-51650	52.50
04603		FITTING	01-450-000-53000	45.00
06012	FASTENAL COMPANY	HEAT SHRINK	01-450-000-53000	97.62
18950	SAFETY-KLEEN SYSTEMS, INC	CLEANING SOLVENT	01-450-000-52700	256.18
20725	T R COCHART TIRE CENTER	FLAT TIRE REPAIR	01-450-000-53000	25.00
20725		TIRES/DISPOSAL/VALVES	01-450-000-53000	1,130.00
20725		4 TIRE CHARGES	01-450-000-53000	60.00
ADVAUTO	GENERAL PARTS DISTRIBTION LLC	SHOP SUPPLIES	01-450-000-53000	59.65
ADVAUTO		CREDIT	01-450-000-53000	-23.90
ADVAUTO		OIL FILTER	01-450-000-53000	24.81
ENVIROTE	BOGIE ENTERPRISE, INC	TITLE FEE	01-450-000-58600	169.50
JANDU	JANDU PETROLEUM	FUEL	01-450-000-51650	32.98
JANDU		FUEL	01-450-000-51650	17.01
KBCUSTOM	KB CUSTOMWORKS	1/4" PLATE STEEL	01-450-000-53000	55.00
KBCUSTOM		2" STEEL PIPE	01-450-000-53000	28.00
KBCUSTOM		1/2" PLATE STEEL	01-450-000-53000	22.00
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	DEF FLUID	01-450-000-52150	91.96
O'REILLY		ADAPTER	01-450-000-53000	14.99
O'REILLY		ADAPTER	01-450-000-53000	19.99
TOTAL				2,793.57
TOTAL STREET MACHINERY				2,793.57
CITY GARAGE				
04575	DOOR COUNTY HARDWARE	MATERIALS	01-460-000-51850	6.99
19880	STURGEON BAY UTILITIES	SALT SHED	01-460-000-56150	13.39
19880		CITY GARAGE	01-460-000-56150	843.17
19880		CITY GARAGE	01-460-000-58650	77.10
AMERWELD	AMERICAN WELDING & GAS, INC	MONTHLY GAS BOTTLE RENTAL	01-460-000-58999	177.80
TOTAL				1,118.45
TOTAL CITY GARAGE				1,118.45
HIGHWAYS - GENERAL				
19880	STURGEON BAY UTILITIES	808 S DULUTH AVE SIGN	01-499-000-58000	14.22
19880		EGG HRBR RD TRFFC LITE	01-499-000-58000	29.59
19880		N 14TH AVE & EGG HARBRD RD	01-499-000-58000	33.67
19880		2 TRFFC WARNING LIGHTS	01-499-000-58000	5.50
19880		MADISION AVE TRFF LIGHTS	01-499-000-58000	149.09
19880		342 ORNAMENTAL ST LIGHTS	01-499-000-58000	5,173.00
19880		595 OVERHEAD ST LIGHTS	01-499-000-58000	6,853.54
19880		S LANSING & W WALNUT SIGN	01-499-000-58000	9.93
19880		S 1ST AVE EAST SIDE DOCK	01-499-000-58000	38.10
19880		OLD HWY RD SIGN	01-499-000-58000	13.39
TOTAL				12,320.03
TOTAL HIGHWAYS - GENERAL				12,320.03

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
PARK & RECREATION ADMIN				
23200	WDOR	FARM MARKET ADVERTISING	01-500-000-57450	96.00
TOTAL				96.00
TOTAL PARK & RECREATION ADMIN				96.00
PARKS AND PLAYGROUNDS				
03025	CAPTAIN COMMODOES INC	DOG PARK PORT A POTTI	01-510-000-58999	100.00
04545	DOOR COUNTY COOPERATIVE/NAPA	BATTERY	01-510-000-53000	107.58
04545		20A IVY HD SELF GFCI	01-510-000-51900	19.99
04575	DOOR COUNTY HARDWARE	HOSE/GRDN HOSE REMNNT	01-510-000-51850	29.98
12100	LAMPERT YARDS INC	2X4 LUMBER	01-510-000-51800	25.62
12100		SHINGLES	01-510-000-51850	39.61
12100		SEALANT	01-510-000-51850	11.85
12100		SHINGLES	01-510-000-54999	39.61
13049	MAY'S SPORT CENTER	MOWER BELT	01-510-000-51900	38.30
19880	STURGEON BAY UTILITIES	MEM FLDHOUSE LIGHTS	01-510-000-56250	116.50
19880		MICHIGAN ST CHARGING STATION	01-510-000-56150	60.06
19880		MARTIN PARK	01-510-000-56150	99.36
19880		MARTIN PARK RESTROOM	01-510-000-58650	210.38
19880		MEM FLD WARMING HOUSE	01-510-000-56150	120.44
19880		MEM FLD WARMING HOUSE	01-510-000-58650	586.26
19880		GARLAND PARK	01-510-000-56150	14.36
19880		GARLAND PARK	01-510-000-58650	19.27
19880		SUNSET CONSN CNTR	01-510-000-56150	29.59
19880		SUNSET CONSN CNTR	01-510-000-58650	72.57
19880		FRANK GRASSE MEM SHELTER	01-510-000-56150	104.01
19880		FRANK GRASSE MEM SHELTER	01-510-000-58650	65.10
19880		OTUMBA PARK	01-510-000-56150	56.34
19880		OTUMBA PARK	01-510-000-58650	32.88
19880		W SIDE WARMING HOUSE	01-510-000-56150	134.33
19880		W SIDE WARMING HOUSE	01-510-000-58650	26.83
19880		JAYCEE BALLFLD STAND	01-510-000-56150	15.08
19880		3RD AVE POWER PANEL	01-510-000-56150	13.86
19880		421 MICHIGAN ST FLAG LIGHT	01-510-000-56150	32.01
19880		MEM FLD PKG LOT	01-510-000-56150	20.22
19880		WS BALLFLD LIGHTS	01-510-000-58650	24.27
19880		MEM FLD COMPLEX	01-510-000-56150	1,044.17
19880		GIRLS LITTLE LEAGUE	01-510-000-58650	65.01
19880		OTUMBA PRK WLKWAY	01-510-000-56150	16.74
19880		QUINCY ST BALLFLD	01-510-000-58650	27.00
19880		SIGN SHED	01-510-000-56150	22.39
19880		SIGN SHED	01-510-000-58650	24.56
19880		CHERRY BLOSSOM PRK	01-510-000-56150	36.54
19880		CHERRY BLOSSOM PRK	01-510-000-58650	30.33
TOTAL				3,533.00
TOTAL PARKS AND PLAYGROUNDS				3,533.00
BALLFIELDS				
BALLFIELDS				
20900	TRUGREEN LIMITED PARTNERSHIP	WS FLD TREATMENT	01-520-000-58999	96.43

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INVOICES DUE ON/BEFORE 10/19/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
BALLFIELDS				
BALLFIELDS				
TOTAL BALLFIELDS				96.43
TOTAL BALLFIELDS				96.43
MUNICIPAL DOCKS				
19880	STURGEON BAY UTILITIES	36 S NEENAH PKG LOT LTS	01-550-000-56150	218.81
19880		38 S NEENAH AVE PAVILLION	01-550-000-56150	54.92
19880		38 S NEENAH AVE PAVILLION	01-550-000-58650	22.30
19880		NEENAH AVE RESTROOM	01-550-000-56150	225.36
19880		NEENAH AVE RESTROOM	01-550-000-58650	501.83
20070	TAPCO	MONTHLY HOST FEE PAY STATION	01-550-000-58999	50.00
PIER	PIER & WATERWAY SOLUTIONS,LLC	INSTALLATION FIREBOAT PIER	01-550-000-55900	842.00
PIER		INSTALL SIDE MOUNT PIERS SWYR	01-550-000-55900	2,859.00
TOTAL				4,774.22
TOTAL MUNICIPAL DOCKS				4,774.22
WATERFRONT PARKS & WALKWAYS				
08225	HERLACHE SMALL ENGINE	TOOL FUEL	01-570-000-54999	15.98
19880	STURGEON BAY UTILITIES	DC MUSEUM WLKWAY	01-570-000-56150	60.54
19880		DC MUSEUM PKGLOT	01-570-000-56150	104.12
19880		JUNIPER ST WALKWAY LIGHTS	01-570-000-56150	43.65
19880		JUNIPER ST PRKING LOT	01-570-000-56150	32.87
19880		PENNSYLVANIA ST DOCK	01-570-000-58650	82.84
19880		48 KENTUCKY ST WTRFRNT	01-570-000-56150	67.49
19880		92 E MAPLE ST DOCK	01-570-000-58650	14.27
19880		1 ST AVE MARINA/RESTROOM	01-570-000-56150	480.56
19880		1 ST AVE MARINA/RESTROOM	01-570-000-58650	87.69
19880		CITY PARK RAMP	01-570-000-56150	178.74
19880		48 KENTUCKY ST CITY MARINA	01-570-000-58650	37.56
TOTAL				1,206.31
TOTAL WATERFRONT PARKS & WALKWAYS				1,206.31
COMMUNITY & ECONOMIC DEVLPMT				
17700	QUILL CORPORATION	CARTON 11X17 COPY PAPER	01-900-000-52800	56.99
19730	STURGEON BAY VISITOR CENTER-	4TH QTR SUPPORT	01-900-000-57800	10,439.45
CEDARCO	CEDAR CORPORATION	PHASE 1 ESA -HUDSON AVE PARCEL	01-900-000-58999	2,000.00
TOTAL				12,496.44
TOTAL COMMUNITY & ECONOMIC DEVLPMT				12,496.44
TOTAL GENERAL FUND				139,168.61

CAPITAL FUND

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAPITAL FUND				
CITY HALL				
EXPENSE				
02435	BISSEN ASPHALT LLC	PAVE PRKING LOT OTUMBA	10-160-000-59143	14,542.00
TOTAL EXPENSE				14,542.00
TOTAL CITY HALL				14,542.00
STORM SEWERS				
EXPENSE				
10750	PREMIER CONCRETE INC	SPILLWAY/SEWER CONCRETE	10-300-000-59115	1,007.00
TOTAL EXPENSE				1,007.00
TOTAL STORM SEWERS				1,007.00
ROADWAYS/STREETS				
ANNUAL RESURFACING & BASE REP.				
02435	BISSEN ASPHALT LLC	PATCH	10-400-110-59095	5,501.00
LILY BAY	LILY BAY SAND & GRAVEL LLC	REMOVE GRAVEL ALABAMA ST	10-400-110-59095	1,000.00
R0001721	NASEWAUPEE TOWNSHIP	COST SHARE LINE PAINTING	10-400-110-59095	125.00
TOTAL ANNUAL RESURFACING & BASE REP.				6,626.00
TOTAL ROADWAYS/STREETS				6,626.00
CURB/GUTTER/SIDEWALK				
EXPENSE				
R0001720	BEN KELENY	DRIVEWAY PERMIT REIMB	10-440-000-59102	700.00
TOTAL EXPENSE				700.00
TOTAL CURB/GUTTER/SIDEWALK				700.00
PARKS AND PLAYGROUNDS				
PARKS AND PLAYGROUNDS				
02130	BAUDHUIN INC	OTUMBA PRK CONST/ADMIN/INSPECT	10-510-000-59025	1,098.00
02435	BISSEN ASPHALT LLC	PAVE SUNSET PRK CONCESSN STND	10-510-000-59075	4,899.00
VALLSEAL	VALLEYSEAL COAT, INC	TENNIS COURT-PICKEBALL CONVRSN	10-510-000-59075	18,719.00
TOTAL PARKS AND PLAYGROUNDS				24,716.00
TOTAL PARKS AND PLAYGROUNDS				24,716.00
WATERFRONT PARKS & WALKWAYS				
02130	BAUDHUIN INC	JUNIPER ST SHORELINE PLANS/BID	10-570-000-59075	2,031.00
19880	STURGEON BAY UTILITIES	RAILROAD SPUR BOLLARD LIGHTS	10-570-000-59075	6,154.86
TOTAL				8,185.86
TOTAL WATERFRONT PARKS & WALKWAYS				8,185.86
TOTAL CAPITAL FUND				55,776.86

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INVOICES DUE ON/BEFORE 10/19/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
03159	SPECTRUM	09/21 CB MUSIC SERVICE	21-000-000-58999	39.57
TOTAL CABLE TV / GENERAL				39.57
TOTAL CABLE TV / GENERAL				39.57
TOTAL CABLE TV				39.57
TID #4 DISTRICT				
TID #4 DISTRICT				
TID #4 DISTRICT				
CEDARCO	CEDAR CORPORATION	WEST WTRFRNT ENVIRONMENTAL	28-340-000-58999	9,156.93
TOTAL TID #4 DISTRICT				9,156.93
TOTAL TID #4 DISTRICT				9,156.93
TOTAL TID #4 DISTRICT				9,156.93
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
20725	T R COCHART TIRE CENTER	8 TIRE CHANGES	60-000-000-52850	240.00
20725		8 WH RECAPS	60-000-000-52850	1,552.00
GFLENVIR	GFL ENVIRONMENTAL, INC	CARDBOARD RECYCLING	60-000-000-58350	785.78
GFLENVIR		277.64 TN GARBAGE	60-000-000-58300	17,899.46
GFLENVIR		95.07 TN RECYCLE	60-000-000-58350	1,417.50
TOTAL SOLID WASTE ENTERPRISE FUND				21,894.74
TOTAL SOLID WASTE ENTERPRISE FUND				21,894.74
TOTAL SOLID WASTE ENTERPRISE				21,894.74
COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
03025	CAPTAIN COMMODES INC	PORT A POTTI COMPOST SITE	64-000-000-58999	100.00
19880	STURGEON BAY UTILITIES	92 E MAPLE ST	64-000-000-58999	2.00
19880		92 E MAPLE ST	64-000-000-58999	-0.01
19880		1317 SHILOH RD	64-000-000-58999	2.00
19880		MARTIN PARK RESTROOM	64-000-000-58999	2.00
19880		421 MICHIGAN STREET	64-000-000-58999	10.00
19880		MEM FLD WARMING HOUSE	64-000-000-58999	6.00
19880		CITY GARAGE	64-000-000-58999	6.00
19880		GARLAND PARK	64-000-000-58999	2.00
19880		SUNSET CONSN CNTR	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		W SIDE WARMING HOUSE	64-000-000-58999	2.00
19880		38 S NEENAH AVE PAVILLION	64-000-000-58999	2.00
19880		NEENAH AVE RESTROOM	64-000-000-58999	4.00

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INVOICES DUE ON/BEFORE 10/19/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
19880		WS BALLFLD LIGHTS	64-000-000-58999	4.00
19880		GIRLS LITTLE LEAGUE	64-000-000-58999	6.00
19880		COMPOST SITE	64-000-000-56150	15.43
19880		FIRE TRAINING SITE	64-000-000-58999	2.00
19880		QUINCY ST BALLFLD	64-000-000-58999	6.00
19880		22 W LOCUST CT	64-000-000-58999	2.00
19880		PENNSYLVANIA ST DOCK	64-000-000-58999	2.00
19880		92 E MAPLE ST DOCK	64-000-000-58999	2.00
19880		1 ST AVE MARINA/RESTROOM	64-000-000-58999	6.00
19880		CITY PARK RAMP	64-000-000-58999	2.00
19880		48 KENTUCKY ST CITY MARINA	64-000-000-58999	6.00
19880		SIGN SHED	64-000-000-58999	2.00
19880		CHERRY BLOSSOM PRK	64-000-000-58999	2.00
19880		55 VACANT LOTS-QRTLY BILL	64-000-000-58999	330.00
TOTAL COMPOST SITE ENTERPRISE FUND				535.42
TOTAL COMPOST SITE ENTERPRISE FUND				535.42
TOTAL COMPOST SITE ENTERPRISE FUND				535.42
TOTAL ALL FUNDS				226,572.13

MANUAL CHECKS

DELTA DENTAL	\$6,194.21
10/01/21	
Check # 89312	
10/21 Dental Insurance	
Various Departmental Accounts	
 EFT GROUP INSURANCE	 \$138,985.00
10/01/21	
Check # 89312	
10/21 Health Insurance	
Various Departmental Accounts	
 TOTAL MANUAL CHECKS	 \$ 145,179.21

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INVOICES DUE ON/BEFORE 10/19/2021

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

GENERAL FUND	139,188.61	284,347.82
CAPITAL FUND	55,776.86	
CABLE TV	39.57	
TID #4 DISTRICT	9,156.93	
SOLID WASTE ENTERPRISE	21,894.74	
COMPOST SITE ENTERPRISE FUND	535.42	
TOTAL --- ALL FUNDS	226,572.13	371,751.34

Heleen Bacon October 12, 2021
Sgt. V... 10/14/21
Jan Wilk. 10/12/21

COMMON COUNCIL
October 5, 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, Gustafson, Nault, Wiederanders and Reeths were present. Williams was excused.

Reeths/Nault to adopt the agenda. Carried.

No one spoke during public comment.

Fire Chief Dietman gave presentation on Fire Prevention Month. After presentation, Council Members took a picture with Sparky the Fire Dog.

Bacon/Wiederanders to approve following bills: General Fund - \$350,621.19, Capital Fund - \$171,832.89, Cable TV - \$5,205.83, TID #5 - \$6,750.00, Solid Waste Enterprise Fund - \$4,296.78 and Compost Site Enterprise Fund - \$100.00 for a grand total of \$538,806.69. Roll call: All voted aye. Carried.

Gustafson/Wiederanders to approve consent agenda:

- a. Approval of 9/21/21 regular and 9/27/21 special Common Council minutes.
- b. Place the following minutes on file:
 - (1) Police & Fire Commission – 7/20/21
 - (2) Sturgeon Bay Utility Commission – 8/10/21
 - (3) Local Arts Board – 9/8/21
 - (4) Joint Review Board – 9/14/21
 - (5) Finance/Purchasing & Building Committee – 9/14/21
 - (6) City Plan Commission – 9/15/21
 - (7) Committee of the Whole – 9/27/21
- c. Consideration of: Approval of Beverage Operator's licenses.

Carried.

There were no mayoral appointments.

Mayor Ward introduced. Statz/Reeths to read in title only the first reading of ordinance re: Repeal and recreate Section 1.166 of the Municipal Code – Local Arts Board Ordinance. Carried.

City Administrator VanLieshout gave his report.

Mayor Ward gave his report.

Williams/Wiederanders to adjourn. Carried. The meeting adjourned at 6:18 p.m.

Respectfully submitted,



Laurie A. Spittlemeister
Deputy Clerk/Treasurer

STURGEON BAY UTILITIES
Regular Meeting
August 10th, 2021

President Stewart Fett called the regular meeting of the Utilities Commission to order at 12:00 p.m. Roll call: President Stewart Fett, Mayor David Ward, Commissioners Dan Williams, Steve Christoferson, Seth Wiederanders, Gary Nault and Dina Boettcher were present. Also present were General Manager James Stawicki, Operations Manager Cliff White, Electric Supervisor Jason Bieri, recording secretary Laurie Bauldry and Jeff Hoffman of Suez.

Ward/Williams to adopt the agenda (complete copy on file at the Utility office). Motion carried.

Williams/Nault to approve the minutes of the regular Commission meeting held on July 13th, 2021. Motion carried.

The Commission proceeded to review the bills for July in the amount of \$1,675,432.02. Fett/Wiederanders to approve payment of the bills. Motion carried.

The June 2021 financials were presented. Christoferson/Ward to accept the financials. Motion carried.

General Manager Stawicki reported on the current investments and their allocations. No formal action was taken.

The operations report was presented by Operations Manager White. Fett/Boettcher to accept the operations report for June. Motion carried.

Council members updated the Commission members on City-related activities and developments.

The next item of business was the General Manager's report:

- a) Adjustments
- b) Focus on Energy report

There was no public comment.

Williams/Nault to adjourn. Motion carried. The meeting adjourned at 12:46 p.m.

Approved for publication:

Stewart Fett
President

James Stawicki
General Manager

Date: _____

Date: _____

**Bicycle and Pedestrian Advisory Board Meeting Minutes
Monday, September 13, 2021**

The Bicycle and Pedestrian Advisory Board meeting was called to order at 4:30 p.m. by Chairperson Kirsten Reeths in 1st Floor Community Room, City Hall, 421 Michigan Street.

Roll Call: Members Chairperson Kirsten Reeths, Vice-Chairperson Chris Sullivan Robinson, Matt Marit, Matt Young, and Mark Smullen were present. Excused was Becky Kerwin. Also present was Police Assistant Candy Jeanquart.

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

1. Roll call.
 2. Approval of agenda.
 3. Approval of minutes from July 12, 2021.
 4. Public comment
 5. Discussion of: Public Bike Racks within City of Sturgeon Bay – Adding new locations
 6. Discussion of: City Calendar/Public Service Announcements – Upcoming event so add
 7. Discussion of: Bicycle and Pedestrian meeting adjustments
 8. Future agenda items
 9. Adjourn
- All in favor. Carried.

Approval of minutes from August 3, 2020: Moved by Ms. Reeths, Seconded by Mr. Smullen to approve the minutes from July 12, 2021. **All in favor. Carried.**

Public comment on non-agenda items: Paul Anschutz, 221 N 6th Avenue

Discussion of: Public Bike Racks within City of Sturgeon Bay – Adding new locations: Mr. Marit distributed a city bike map indicating where bike racks are located and questioned where else they are needed. Mr. Young asked if the three bike racks located downtown are on the sidewalk and Mr. Marit confirmed they are. Mr. Young indicated a bike rack was donated to the skatepark that doesn't get utilized and could repurpose that to an area it would get used. Ms. Reeths suggested bike racks at Otumba Park, Sunset Park, Graham Park, an area on Madison Avenue, new plaza area, and the public boat launch. Mr. Reeths contacted Mr. Barker to consider adding 4-5 new bikes racks to the city. Mr. Marit suggested adding a bike rack to the new plaza and Mr. Sullivan Robinson will talk with those in charge of the new plaza project about location for the bike rack.

4:42 pm Ms. Kerwin arrived.

Ms. Reeths asked where the committee would like to see new bike racks located. Ms. Smullen suggested the parks first, then looking into the rest of the city. Mr. Marit stated the new apartment complex/plaza area. Areas being suggested for bike racks are; Sunset Park, Otumba Park, Graham Park, Garland Park, new construction area with apartments/plaza, and Market Square.

Ms. Reeths suggested talking with the Visitor's Center about having a bike map including the bike racks. Mr. Marit will talk with Destination Door County to verify what they currently have and then see what needs to be revised/updated. Ms. Reeths questioned if the Ice Age Trail is included in the map, which Mr. Sullivan-Robinson confirmed it's listed.

Mr. Smullen brought up looking into bike stations also, which provides tools to repair bikes. Ms. Reeths suggested adding to the map bike repair/sales stores to the map. Ms. Reeths is going to talk with The Spoon about having a bike station.

The Board directed Ms. Reeths to consider adding 5 additional bike racks to the city budget at Sunset Park, Otumba Park, Graham Park, Garland Park, new apartment complex/plaza, and Market Square at the next Parking and Traffic Committee meeting.

Discussion of: City Calendar/Public Service Announcements – Upcoming events to add: Ms.

Reeths reviewed the Wisconsin Running events which includes all events for remaining 2021 which she gave to Mr. Sullivan-Robinson for posting on social media. Ms. Reeths asked Mr. Sullivan-Robinson if he didn't have time to post on social media who could also post. Mr. Sullivan-Robinson indicated there are a few individuals that have access to the city Facebook page.

Bike Rodeo should be added, which will be held May 7, 2022, sponsored by City of Sturgeon Bay with help from the Sturgeon Bay Police Department and Sturgeon Bay Schools. Alderperson Gustafson is a certified bike instructor who will be doing the training. The event will be held at Market Square. Ms. Reeths would like to have vendors, such as Bayshore Outfitters, NorDor Sports, Door County Skateboard Alliance, bike shops, along with food vendors and non-profit organizations.

Mr. Marit questioned the status of having announcements on the radio. Ms. Reeths asked if the schools have anything on bike safety and crossing intersections. Mr. Smullen stated not that he was aware of, as there hasn't been issues with not a lot of kids riding bikes to school. Ms. Reeths asked if there are signs being used for drivers informing them of kids walking or biking in the crosswalks. Mr. Sullivan-Robinson indicated there are signs available however unsure if they are being utilized. Mr. Reeths will talk with Municipal Services regarding signage.

Discussion of: Bicycle and Pedestrian meeting adjustments: Ms. Reeths stated the meetings are the first Monday of every month at 1:00 pm right now, however is there a different day and/or time that would work better for the committee to have a consistent quorum. Mr. Young suggested 4:00 pm or 4:30 pm. Ms. Kerwin requested 4:00 pm. Mr. Marit and Mr. Smullen stated anytime would work. Ms. Reeths suggested the first Monday of the month at 4:00 pm and everyone agreed. However, the next meeting will be November 8th instead of November 1st at 4:00 pm per Ms. Reeths.

Future agenda items:

- **Discussion of: Crossing Guards**
- **Discussion of: 2022 Bike Rodeo**
- **Discussion of: Bike stations within City of Sturgeon Bay**
- **Discussion of: City Calendar/Public Service Announcements**

Move to adjourn. All in favor. Carried. Meeting adjourned at 5:33 p.m.

Respectfully submitted,

Candy Jeanquart

Candy Jeanquart
Police Assistant

AESTHETIC DESIGN AND SITE PLAN REVIEW BOARD
Monday, September 13th, 2021

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

Roll Call: Members Rick Wiesner, Jon Burk, Dave Augustson, Mark Struck, Cheryl Frank, and Pam Jorns were present. Excused was Kelsey Fox. Also present were Community Development Director Marty Olejniczak, Planner/Zoning Administrator Christopher Sullivan-Robinson, Anna's Healthcare – Tim Bagley, Sturgeon Bay Methodist Church – Mark Holey, Bay Ship – Darin Ploor, and Police Assistant Candy Jeanquart.

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

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from July 12, 2021, July 26, 2021, and August 9, 2021
4. Consideration of: Storage Building for Anna's Healthcare located on South 18th Avenue.
5. Consideration of: Ground Sign for Sturgeon Bay Methodist Church located on Michigan Street.
6. Consideration of: Parking lot lighting plan for Bay Ship located at 605 N 3rd Avenue.
7. Adjourn.

All ayes. Carried.

Approval of minutes from July 12, 2021, July 26, 2021, and August 9, 2021: Moved by Mr. Struck, Seconded by Ms. Jorns to approve all the minutes. **All in favor. Carried.**

Consideration of: Storage Building for Anna's Healthcare located on South 18th Avenue: Mr. Sullivan-Robinson explained two years ago Anna's Healthcare hired a contractor to build a new accessory building on the north side of property by the dumpster enclosure. That plan didn't happen due to rising construction costs and are now seeking approval for a 12-foot by 24-foot prefabricated metal structure for equipment storage. This building does conform to the zoning code and City's Aesthetic Design Guidelines and Standards.

Mr. Tim Bagley from Anna's Healthcare spoke explaining will try and get the color to match the main facility as close as possible. Mr. Bagley was asked if the structure is being placed on a slab, which Mr. Bagley stated it will be on a gravel pad. Mr. Sullivan-Robinson indicated sufficient as long as meeting building code in which a building permit will be required. Mr. Wiesner asked if this was going to be a permanent structure and will it be tied down to avoid from moving in a storm. Mr. Bagley stated it will not be tied down as it's a heavy structure. Some of the committee members have a similar structure and verified how heavy they are. Mr. Sullivan-Robinson explained in the past the Building Inspector requested tie downs; however, the rules vary for these smaller prefabricated buildings. Mr. Wiesner questioned the structure being over 100 square feet, as the rule for accessory buildings in the city is less than 100 square feet. Mr. Burk asked if a structure over 600 square feet needs to be anchored down, which Mr. Bagley stated it's 244 square feet. Mr. Sullivan-Robinson explained that will be handled by the Building Inspector.

Ms. Jorns made a motion to accept as presented. Seconded by Mr. Burk. All in favor. Carried.

Consideration of: Ground Sign for Sturgeon Bay Methodist Church located on Michigan Street: Mr. Mark Holey, Sturgeon Bay Methodist Church, stated the electronic variable message sign will be programmed to display from 5:00am to 10:00pm. The header may stay on all night long and the lighting will adjust to the outside lighting to dim at night. Mr. Holey explained it was requested to be as dark as possible for the sign background. The location of the sign will be in front of the bell tower, 22 feet to the road, and 20 feet from the driveway.

Mr. Struck asked if the current sign will be removed, Mr. Holey confirmed it will. Mr. Holey stated the two conditions from the Zoning Board of Appeals is to have a flower bed and message changing appropriately. This sign will change every thirty seconds, which the rule is every six seconds. Mr. Sullivan-Robinson explained adding an electronic message board in a residential area needed a variance approval which the church received from the Zoning Board of Appeal. Mr. Augustson asked if the white boarder around the sign will be lit. Mr. Holey was unsure if the white area will remain lit and asked for the whole sign to be dark which was told could not be done. Mr. Augustson requested the white area to be blue like the other areas on the sign. Mr. Holey will verify the white area being lit or an option to change the color.

Mr. Augustson made a motion to approve sign as presented with the stipulation the white boarder shown on the drawing is not internally lit. Seconded by Mr. Burk. All in favor. Carried.

Consideration of: Parking lot lighting for Bay Ship located at 605 N 3rd Avenue: Darin Ploor, Facilities Manager, stated the parking lot south of Iowa Street and west of 3rd Avenue is currently being paved part of the south yard expansion so the proposal is for illuminating lighting. All lights and poles will be dark bronze.

Mr. Wiesner questioned the height, Mr. Ploor stated all the lights will be mounted at 25 feet. Mr. Ploor stated the three lights along 3rd Avenue will have back shields to prevent light from kicking back to 3rd Avenue and home owners. Mr. Wiesner asked if there currently is lighting in that area, Mr. Ploor explained that parking lot currently doesn't have lighting. Mr. Sullivan-Robinson asked about considering smaller poles on a three-foot base. Mr. Ploor explained the pole will not be on a three-foot base, instead flush concrete base level. Mr. Sullivan-Robinson asked about having shields completely around, Mr. Ploor explained shielding all creates a spot light and leaves dark spots. Mr. Burk asked how close vehicles will be parked to the light fixtures, Mr. Ploor explained curbing will be added along with several feet back from the curbing. Mr. Wiesner asked if the goal was to get more parking off the streets, Mr. Ploor explained it adds 175-200 more parking spots. Mr. Wiesner asked if this parking lot will still be utilized as snow storage, Mr. Ploor explained only a short-term temporary basis. Mr. Wiesner asked if a light was deemed a nuisance can a shield be added, Mr. Ploor confirmed.

Mr. Jorns made a motion to accept as presented. Seconded by Mr. Burk. All in favor. Carried.

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

Respectfully submitted,

Candy Jeanquart
Police Assistant

Zoning Board of Appeals September 28, 2021

The City of Sturgeon Bay Zoning Board of Appeals was called to order at 12:00 noon by Chairperson William Murrock in Council Chambers, City Hall, 421 Michigan Street.

Roll call: Members William Murrock, Dave Augustson, Nancy Schopf and Alternate Michael Marit were present. Members Bill Chaudoir and Morgan Rusnak were excused. Also present were Community Development Director Marty Olejniczak, Planner/Zoning Administrator Chris Sullivan-Robinson, City Engineer Chad Shefchik and Deputy Clerk/Treasurer Laurie Spittlemeister.

Adoption of agenda: Moved by Ms. Schopf, seconded by Mr. Augustson to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from August 24, 2021.
4. Public Hearing: Petition for variance from Section 20.27 (1) of the City of Sturgeon Bay Zoning Code for Austad, LLC located at 1227 Egg Harbor Road parcel #281-62-10000117.
5. Consideration of: Petition for variance from Section 20.27 (1) of the City of Sturgeon Bay Zoning Code for Austad, LLC located at 1227 Egg Harbor Road, parcel #281-62-10000117.
6. Adjourn.

All ayes. Carried.

Approval of Minutes from August 24, 2021:

Moved by Mr. Murrock, seconded by Ms. Schopf to approve the minutes from August 24, 2021. All ayes. Carried.

Public hearing: Petition for variance from Section 20.27 (1) of the City of Sturgeon Bay Zoning Code for Austad, LLC located at 1227 Egg Harbor Road, parcel #281-62-10000117:

Chairperson Murrock opened the public hearing at 12:04 p.m.

Ms. Spittlemeister read the notice of public hearing.

Mr. Sullivan-Robinson explained Austad, LLC would like to relocate their ACE Hardware store to 1227 Egg Harbor Road and the empty lot to the south. Since the building dimensions, number of parking spaces needed and oddly shaped lot, it is challenging to meet the impervious surface limit of 70% or less. Austad, LLC is requesting a variance that would allow their impervious surface ratio to be 82.6% for the property located at 1227 Egg Harbor Rd and the adjoining parcel #281-62-10000117.

Pete Hurth, Project Engineer for Baudhuin Surveying & Engineering, 312 N 5th Avenue, stated that in order for Austad, LLC to relocate to a new location, ACE Hardware corporation recommendation for the building square footage needs to be at least 30,000 square feet. In addition to building and required parking spaces, there also needs to be an area for trucks to back into the loading dock. Multiple design options for parking were explored. After digging borings at the site, bedrock was not hit. Water from the roof is considered clean water and can be absorbed into the ground rather than collected and sent to retention pond. In addition to small storm ponds on site, permeable pavers will be added to handle water shed on the site. During heavy rainfalls, some water will be held on site and slowly released to the retention pond next to CVS Pharmacy.

Skyler Wilson, Professional Engineer for Baudhuin Surveying & Engineering, 312 N 5th Avenue. Storm water regulations fall into two classifications, water quality and water quantity, with the City of Sturgeon Bay's regulations more stringent than the DNR. Roof water will be infiltrated to the ground on the back of the building. Water from the employee parking lot will be held on site in one of the three small stormwater ponds before going offsite to the retention pond next to CVS Pharmacy.

Mr. Murrock asked the area for the permeable pavers.

Mr. Willson replied that in total, there will be 2,500 square feet of permeable pavers.

Mr. Murrock inquired what is catching the water under the pavers.

Mr. Wilson responded there is 6 inches of loose clean stone aggregate layer, then 18 inches of clean stone layer underneath that allows water to filter and retain water.

Mr. Murrock asked City Engineer if CVS Pharmacy had permeable pavers.

Mr. Shefchik replied CVS does not have permeable pavers, but are used more often lately. Design still approved by the DNR.

Mr. Augustson asked if retaining pond will be all grass and if trees will be planted around them.

Mr. Wilson stated that retaining ponds will be grass and trees can be planted on the top shoulders.

Mr. Olejniczak questioned whether or not the permeable pavers would be considered pervious.

Mr. Wilson replied that they are still impervious surface.

Mr. Shefchik pointed out that when original design for Egg Harbor Road done, 18 feet on the back side of the sidewalk shows runoff towards the street.

Mr. Hurth stated that design detains watershed and allows less runoff and for more water to go to the retention pond at CVS Pharmacy than it does currently.

Mr. Murrock inquired on the building elevation, the pitch of the parking lot, if the loading dock was a well and if storm drains will be used in the parking lot.

Mr. Hurth replied the building elevation was 625.5 on the high side of the site. Parking lot pitch will be 2-3% and will be pretty flat. The loading dock will be a well and will have a pipe that will drain into the storm pond. Storm drain in the parking lot will be pushed to the far curb.

Mr. Augustson asked if they reduced the amount of the parking spaces if that would greatly reduce the amount of impervious surface.

Amy LaBott, 908 Rhode Island Street, owner of ACE Hardware, stated that with the City's requirements and ACE recommendations they could not reduce the amount of parking stalls for the new location. Parking for trucks with trailers would also need to be considered. With the new store, there would be more employees. At their current location, their customers have use of a public lot across the street. Taking away parking stalls was not an option.

Mr. Augustson asked what ACE Hardware's recommendations are for parking.

Ms. Labott replied that ACE's recommendation for parking spaces are 3-5 per 1000 square feet of selling space. They are currently on the lower end at just over 3 parking spaces.

Mr. Murrock inquired on the time frame when the new store would be open.

Ms. Labott responded that they are hoping to break ground in November and get the slab poured in time for the delivery of the steel frames. She is hoping the construction of the building will take place next spring and summer for the store to open in September 2022.

Rich Fisher, architect for Fisher & Associates, LLC, W13654 Balsam Lake Rd, Crivitz. They looked at a number of different layouts for parking. The layout presented is the one with the most parking for the parcel. Parking along the building and a reasonable driveway area for the semi-trailers to back up. The layout also provided the most amount of parking for trucks/trailers with the least amount of pavement. This operation is unique because most of the product is on the floor. There is not a lot of product back in storage. In considering the lifts for the loading dock, this parking layout is the most efficient. Nice barrier for landscaping on the street side and a lot of effort went into storm water management so the site will perform as though it had 30% pervious green space.

Mr. Murrock asked if they neighboring businesses were in favor of ACE Hardware building on the parcel.

Ms. Labott explained that Steve Estes, owner of parcel behind, is very aware of their plan. The Jim Olson building currently on the market and there is an accepted contract. They have not had any communication with that new owner or Best Western hotel.

Mr. Murrock inquired if there was any consideration for underground containment chambers.

Mr. Hurth responded that they are still considering burying underground chamber for the roof runoff on the back side of the building. Another option would be to hollow the ground to get the same volume. Placing underground chamber under the parking lot is tricky, as they would have to ensure the grade works to drain properly into the pond and then off the site. The option for permeable pavers in the parking lot was chosen instead.

Mr. Murrock asked if the retention ponds built next to CVS Pharmacy were also capable of handling the additional water from the ACE Hardware site.

Mr. Hurth replied that discharge from the site will be less than the predeveloped system.

Mr. Murrock questioned where the water from the parking lot across the street at Cherry Point Mall flows.

Mr. Hurth explained that there is a dip in the parking lot where a large underground pipe connects to a big storm sewer and ends up at the CVS retention pond. He explained the large area of watershed that feeds the CVS retention pond.

Mr. Murrock asked where the water flows by Evenson Laundry.

Mr. Shefchik replied that water from that area goes to the nearby creek line that flows behind WPS and connects to the big storm water pipe that then flows to Memorial Drive.

Mr. Olejniczak commented on the following:

- 1 – the City ordinance is a per square footage rule for parking at retail establishments and tries not to encourage additional parking
- 2 – the 70% impervious rule predates the storm water ordinance

3 – the property owner did try to make attempts to reduce the impervious area on the site, including trying to have access to the property to the south for truck to use and different layouts for the parking lot design, along with putting in an offer for additional property. The lot is an odd shape, hindering the design plan for parking.

Mr. Hurth explained that there are challenges to having permeable pavers. One thing that can be done is to pile snow on top during the winter so they are not damaged by plowing.

Mr. Murrock inquired if there was curbing along the parking lot with outlets into the retention areas.

Mr. Hurth responded yes.

Josh VanLieshout, 324 N 12th Avenue, stated that repurposing the site for another use is great for the city in addition to using existing infrastructure. The stormwater runoff will be less post redevelopment than it currently is now on the site. Enabling a local business to expand is a good thing for the city.

There were no letters of correspondence in favor of the variance request.

No one spoke in opposition of the variance request.

There were no letters of correspondence in opposition of the variance request.

The public hearing was declared closed at 12:48 p.m.

Consideration of: Petition for variance from Section 20.27 (1) of the City of Sturgeon Bay Zoning Code for Austad, LLC located at 1227 Egg Harbor Road, parcel #281-62-10000117:

Mr. Murrock stated that Austad, LLC has made every effort possible to explore options for a lower impervious surface on the site.

Moved by Ms. Schopf, seconded by Mr. Marit to approve variance from Section 20.27 (1) of the City of Sturgeon Bay Zoning Code for Austad, LLC located at 1227 Egg Harbor Road and Parcel #281-62-10000117 as petitioned. Reasons for granting are they have met all conditions for parking and storm water requirements and surrounding lots exceed the impervious surface ratio. Roll call: all ayes. Carried.

Moved by Mr. Augustson, seconded Ms. Schopf to adjourn. All ayes. Carried. The meeting adjourned at 12:53 p.m.

Respectfully submitted,



Laurie Spittlemeister,
Deputy Clerk/Treasurer

FINANCE/PURCHASING & BUILDING COMMITTEE
September 28, 2021

A meeting of the Finance/Purchasing & Building Committee was called to order at 4:00 pm by Chairperson Bacon in the Council Chambers, City Hall. Roll call: Alderpersons Bacon and Williams were present. Alderperson Wiederanders was excused. Also present: City Administrator Van Lieshout, City Treasurer/Finance Director Clarizio, Friends of Sturgeon Bay Skatepark Matt Young and Paul Fruzyna, Community Development Director Olejniczak, and Office Accounting Assistant II Metzger.

A motion was made by Alderperson Bacon, seconded by Alderperson Williams 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: Request for Light up the Park Friends of Sturgeon Bay Skate Park Organization For the City to Accept the Donation of Infrastructure and Provide Ongoing Financial Assistance/Maintenance.
5. Consideration of: Acceptance of dedication of outlot for stormwater detention.
6. Review bills.
7. Adjourn.

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

Consideration of: Request for Light up the Park Friends of Sturgeon Bay Skate Park Organization for the City to Accept the Donation of Infrastructure and Provide Ongoing Financial Assistance/Maintenance:

City Administrator Van Lieshout stated the directional boring and trenching for the lighting project at the skatepark has come in at approximately \$5,000, well below the \$15,000 budgeted. With this Committee's approval to be requested to put the remaining \$10,000 towards assisting with the completion of the project. He stated that the Skatepark group is currently experiencing a cash flow issue with projects expenses coming in faster than donor pledges are being received. He stated that the flexibility provided from the remaining funds this year will help the group bridge the financial gap they are experiencing. In summary, Mr. Van Lieshout stated that previously the Finance Committee and Council approved adding \$15,000 to the 2021 budget for the lighting project. The directional boring costs came in under budget at approximately \$5,000, therefore roughly \$10,000 can be used on other expenses which would help with the Skatepark Groups cash flow. The 2022 budget designates an additional \$15,000 for other improvements at the Skatepark.

Moved by Alderperson Williams, seconded by Alderperson Bacon to direct Staff to assist the Friends of the Skatepark organization in managing the lighting project to completion with financial assistance for expenses as needed up to \$15,000. Carried.

Consideration of: Acceptance of dedication of outlot for stormwater detention:

Community Development Director Olejniczak explained there is an existing stormwater detention area off of Grant Avenue. The City already has an easement on it but it is part of the lot to the North. The lot has sold and the buyers intend to build 14 unit townhomes. They are interested in divesting themselves of the easement property. The City is interested in the lot and is currently responsible for all the maintenance of the stormwater pond within the easement due to run-offs coming from the roads. The City owns the lot across the street, and normally that lot would have to find its own detention. He stated that the City Engineer worked with Baudhuin Engineering to determine if this pond could potentially be enlarged.

The determination was for relatively low cost the pond could be enlarged to allow for more water to be directed to the pond which could be an incentive for future development.


Moved by Alderperson Bacon, seconded by Alderperson Williams to recommend to Common Council to accept the transfer of ownership of outlot 1 for stormwater detention. Carried.

Review bills

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

Moved by Alderperson Williams, seconded by Alderperson Bacon to adjourn. Carried. The meeting 4:21pm.

Respectfully submitted,



Tricia Metzger

MINUTES
WATERFRONT REDEVELOPMENT AUTHORITY
Wednesday, September 29, 2021

A meeting of the Waterfront Redevelopment Authority ("WRA") was called to order at 3:00.m. by Secretary Martin Olejniczak in the Council Chambers, City Hall, 421 Michigan Street, Sturgeon Bay.

Roll Call (#1): Members present: Chris Jeanquart, Dan Williams, Spencer Gustafson, Barbara Pfeifer, John Hauser, and Carrie Tjernagel were present. Member Ryan Hoernke was excused. Also present were Mayor David J. Ward, Community Development Director Marty Olejniczak, Zoning/Planning Administrator Christopher Sullivan-Robinson, City Administrator Josh VanLieshout, and Administrative Assistant Suzanne Miller.

Adoption of agenda (#2): Motion was made by Mr. Williams and seconded by Mr. Hauser to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Election of Officers.
4. Review of role and responsibilities of Waterfront Redevelopment Authority.
5. Update on current waterfront redevelopment activities.
6. Upcoming issues for the Waterfront Redevelopment Authority.
7. Establish future meeting date(s).
8. Adjourn.

All ayes. Motion carried.

Election of Officers (#3):

1. Chairperson: Mr. Gustafson moved to nominate Mr. Williams as chairperson. Mr. Hauser seconded the nomination. All ayes. Motion carried.
2. Vice-chairperson: Mr. Hauser moved to nominate Mr. Hoernke as vice-chairperson. Mr. Williams seconded the nomination. All ayes. Motion carried.
3. Secretary: Chairperson Williams recommended Mr. Olejniczak be reaffirmed as secretary. Mr. Jeanquart moved to nominate Mr. Olejniczak as secretary. Ms. Pfeifer seconded the nomination. All ayes. Motion carried

Review of role and responsibilities of Waterfront Redevelopment Authority (#4):

Mr. Williams explained the WRA name remains attached to property, easements, etc. and actions are required to complete and untangle things, such as transfer of ownership. He views the process as taking two years.

Mr. Olejniczak gave a brief history of the WRA, describing it as a powerful and efficient means to redevelop blighted areas within the city. The WRA was authorized by the Common Council in 1990 and given all the statutory powers except the authority to spend money or acquire property without Council approval. Subsequently, boundaries for waterfront redevelopment were set and a redevelopment plan approved. Mr. Olejniczak stated the WRA may consider updating their by-

laws. He described the WRA's accomplishments and explained though Common Council passed a resolution to discontinue the WRA in 2018 and took over the existing redevelopment projects itself, the WRA was not dissolved. No action was necessary.

Update on current waterfront redevelopment activities (#5):

Mr. Olejniczak described ongoing redevelopment projects as follows:

1. Development agreement with Sturgeon Bay Historical Society (SBHS) to renovate, at a minimum, the 1st floor of the Teweles and Brandeis Grain Elevator, including an addition to house public restrooms, on the original site.
2. The 53-unit Breakwater Residences by Northpointe Development Corp.
3. The Terrace (formerly The Plaza), a 3-level space with deli, bar, roof-top patio, and a residence for use as a manager's apartment or short-term rental.
4. A parking lot by the City meant to provide overflow parking from the Breakwater Residence, and parking for Granary events, The Terrace, and the park/green space.

No action was necessary.

Upcoming issues for the Waterfront Redevelopment Authority (introduction) (#6):

Mr. Olejniczak reviewed multiple short-term (property encroachment, transfers, sales, etc.) and long-term (divesting ownership, future of WRA) which require resolution. No action was taken.

Public Comment on non-agenda Plan Commission related items:

Chris Kellems of 120 Alabama Street encouraged all members read the WI Statutes and recommended the WRA change its name to "Community Redevelopment Authority". She questioned whether any members might profit from condemning and redeveloping properties. She suggested the WRA handle all blighted properties in the city and enforce existing nuisance laws.

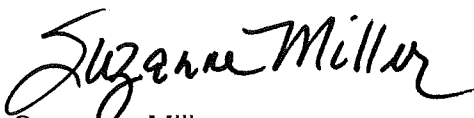
Establish future meeting date (#7):

Mr. Williams suggested meeting once a month. By consensus, the group tentatively set the monthly meetings on the 2nd Wednesday of each month at 3:00pm. Agendas (with materials and staff reports) will be sent out five days prior to the meeting. Resources addressing open meetings law and conflicts of interest will be distributed to the group prior to the October meeting.

Adjourn (#8):

Mr. Jeanquart made a motion to adjourn. Ms. Pfeifer seconded the motion. All ayes. Motion carried. The meeting was adjourned by Mr. Williams.

Respectfully submitted,



Suzanne Miller
Administrative Assistant

Committee of the Whole
October 4, 2021

A meeting of the Committee of the Whole was called to order at 4:01 p.m. by Mayor Ward. Roll call: Ward, Bacon, Statz, Williams, Gustafson, Nault, Wiederanders and Reeths were present. Williams participated via phone. Ward, Bacon, Statz, Gustafson, Nault, Wiederanders and Reeths appeared in person. Staff present: City Administrator VanLieshout, Finance Director/City Treasurer Clarizio, City Clerk/Human Resource Director Reinhardt, Community Development Director Olejniczak, Municipal Services Superintendent Barker, City Engineer Shefchik, Fire Chief Dietman, Assistant Fire Chief Montevideo, Police Chief Henry, and Assistant Police Chief Brinkman. Also present: Sturgeon Bay Utilities General Manager Stawicki, members of the public and Deputy Clerk/Treasurer Spittlemeister.

Statz/Gustafson to adopt agenda.

1. Call to order.
2. Roll call.
3. Adoption of agenda.
4. Consideration of: 2022 Budget.
5. Adjourn.

Carried.

Consideration of: 2022 Budget:

Mr. VanLieshout reviewed the proposed 2022 budget. In the proposed 2022 Capital budget, there is currently a deficit in the amount of \$154,040. The following adjustments were made to balance the proposed 2022 Capital and Operating budget. The adjustments include additional revenue received in Transportation Aids, reduce contingency, and offset annual street resurfacing and repair with the remainder with the anticipation of a LRIP grant awarded to the City.

Deferral of Capital items to future years and lead time needed for certain vehicles were discussed.

Statz/Bacon to recommend to Common Council to approve the 2022 Capital and Operating budget as presented. Carried.

Wiederanders/Reeths to adjourn. Carried. Meeting adjourned at 4:49 p.m.

Respectfully submitted,



Laurie Spittlemeister
Deputy Clerk/Treasurer

Ad Hoc NERR Advisory Committee
October 8, 2021

A meeting of the Ad Hoc NERR Advisory Committee was called to order at 9:02 a.m. by Co-Chairperson Oleson at Crossroads at Big Creek.

Roll call: Members Mark Holey, Caitlin Oleson, Laurel Hauser and Matthew Peter were present. Member Charlie Hendriksen arrived at 9:04 a.m. and participated via Zoom. Members Greg Meissner and Bill Hoag were excused. Ex Officio members Steve Jenkins, David Ward, Pam Seiler and Chris Sullivan-Robinson were present. Ex Officio members Marty Olejniczak and Josh VanLieshout were excused. Also present was Deputy Clerk/Treasurer Spittlemeister.

Adoption of agenda: Moved by Ms. Hauser, seconded by Ms. Oleson, 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:

Mr. Holey sent out the quarterly UWGB NERR update to committee members.

Mr. Henriksen arrived via Zoom.

The UWGB NERR Site Evaluation Committee is scheduled to meet in October and November. This committee has a diverse group of individuals with a few who have ties to Door County. The Site Evaluation Committee has sent their criteria to National Oceanic and Atmospheric Administration (NOAA), it is anticipated they will share criteria and scoring soon. The Site Evaluation Committee may hold a public meeting toward the end of their process and may use this information to form their recommendation.

Consideration of: Prospectus and Video Update:

Committee Members continue to list highlights for the prospectus on a shared google docs file. Details for each bullet point will be formed at a later time.

For the existing education piece, it was suggested to inquire if NWTC Sturgeon Bay campus is willing to host. Mr. Sullivan-Robinson will set up a shared google docs file for committee members to input their list of venues.

Consideration of: Outreach Strategy Update:

Outreach for the NERR continues with Door County Community Foundation and their support with fundraising strategy. Information the Community Foundation is distributing for the NERR focuses on Research and Monitoring, Education, Stewardship and Training.

Three broad areas where the NERR could be located in Sturgeon Bay were discussed.

It was suggested to place a front-page article on the NERR in the Pulse to get information to the general public. This may be timed with the request for donations.

Mr. Peter is compiling a list of research projects, both past and present, that have taken place in Door County. This list will also be shared on google docs for others to add research projects.

Moved by Mr. Peter, seconded by Ms. Hauser to adjourn. Carried. The meeting adjourned at 9:38 a.m.

Respectfully submitted,



Laurie Spittlemeister,
Deputy Clerk/Treasurer



Kalin Montevideo
Assistant Fire Chief

CITY of STURGEON BAY FIRE DEPARTMENT

421 Michigan St
Sturgeon Bay, WI 54235

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

STURGEON BAY FIRE DEPARTMENT AUGUST 2021 FIRE REPORT

AUGUST INCIDENTS: 153
2021 TOTAL INCIDENTS: 1,091

INCIDENTS BY JURISTDICTION:

AVERAGE RESPONSE TIME:

CITY - East Side: 102 Year to Date: 703 EMERGENT: 4.01 Minutes NON-EMERGENT: 4.50 Minutes
81 – Medical Incident 03 – Vehicle Accident 03 – Carbon Monoxide Incident
01 – Smoke Scare/Odor of Smoke 02 – Smoke/Odor Removal 09 – Alarm/Detector Activation, No Fire
03 – Assist Law Enforcement/Gvmt Agency

CITY - West Side: 28 Year to Date: 265 EMERGENT: 3.22 Minutes NON-EMERGENT: 4.48 Minutes
23 – Medical Incident 01 – Structure Fire 02 – Alarm/Detector Activation, No Fire
01 – Smoke Scare/Odor of Smoke 01 – Construction/Demolition Fire

Town of Sevastopol: 17 Year to Date: 68 EMERGENT: 8.39 Minutes NON-EMERGENT: 15.20 Minutes
04 – Medical Incident 04 – Vehicle Accident 01 – Outside/Brush/Grass Fire
01 – Water-Related Rescue 01 – Unauthorized Burning 02 – Cooking Fire
01 – Oil/Combustible Liquid Spill 01 – Overheated Motor 01 – Alarm/Detector Activation, No Fire
01 – Public Service

Town of Sturgeon Bay: 05 Year to Date: 39 EMERGENT: 8.36 Minutes NON-EMERGENT: N/A
04 – Medical Incident 01 – Water-Related Rescue

MUTUAL AID/MABAS INCIDENTS

Southern Door: 01 Year to Date: 08
01 – Structure Fire

Brussels, Union, Gardner: 0 Year to Date: 04

Gibraltar: 0 Year to Date: 01

Sister Bay/Liberty Grove: 0 Year to Date: 01

Jacksonport: 0 Year to Date: 01

Egg Harbor: 0 Year to Date: 01

INSPECTION REPORT:

	<u>Regular Inspections</u>	<u>Re Inspections</u>	<u>Occupancy Inspections</u>	<u>Hours</u>
Inspections – City of Sturgeon Bay:	<u>134</u>	<u>15</u>	<u>06</u>	<u>167.94</u>
Inspections – Town of Sevastopol:	<u>20</u>	<u>02</u>	<u>0</u>	<u>12.02</u>
Inspections – Town of Sturgeon Bay:	<u>06</u>	<u>0</u>	<u>0</u>	<u>5.67</u>
Inspections – Town of Jacksonport:	<u>10</u>	<u>0</u>	<u>0</u>	<u>6.13</u>

Sevastopol Burn Permit:

Permits Issued for Month: 08

Year to Date Permits Issued: 65

SPECIAL REPORTS, TRAINING, AND MAINTENANCE

MAINTENANCE:

Firefighters conducted maintenance and repair on SCBA units; replaced a battery on Chief 10; lubed the waterway and ladder on Truck 2; rope maintenance; cleaned out the floor drains at the Eastside Station; changed oil and replaced rear brakes in Engine 4 & 6; greased and torqued bolts on Engine 4,6 & Squad 1; removed and installed a new air compressor in the basement; replace the crankcase filter on Engine 4; repaired a window on Tender 3; replaced the front brakes on Chief 10; maintenance on Justice Center SCBA and mounted new phone chargers in apparatus.

TRAINING:

283.7 hours of training were conducted in August. Firefighters trained with driver/operator procedures; Marine 1; rescue task force (RTF); multi-gas meters; forcible entry; dive training; sprinkler/standpipe operations; rope and rescue equipment/techniques along with rappelling at the Training site; on-duty firefighters toured USCG Mobile Bay and AC Montevideo attended Fire Investigation certification in Stevens Point.

OTHER:

Fire Chief and AC attended City and other Town meetings; installed one car seat and firefighters presented fire safety/extinguisher demos for employees at the Animal Clinic of Sturgeon Bay.



STURGEON BAY POLICE DEPARTMENT



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

To: The Honorable Mayor
Members of the Common Council
Members of the Police and Fire Commission
City Administrator Josh VanLieshout

From: Assistant Chief Daniel J. Brinkman

Subject: Monthly Report for September, 2021

Date: October 7, 2021

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

Crimes Investigated

The Department, during the month, investigated a total of 57 crimes.

These crimes can be broken down and classified as follows.

Disorderly Conduct.....	10
Possess Controlled Substance.....	02
Bail Jump.....	05
Domestic Abuse.....	03
Theft.....	05
Fraud / Forgery.....	11
Internet Crimes against Children.....	01
Threats to Injure.....	05
Criminal Damage to Property.....	12
Custodial Interference.....	01
Child Abuse / Neglect.....	01
Battery.....	01
TOTAL	57

Arrests

The Department completed a total of 108 arrests during the month. These arrests encompass violations from traffic to felony, and are listed below by type of violations and number of arrests for each category.

A. Felony Crime Arrest

Bail Jumping.....	02
Forgery / Fraud.....	01
Threaten Law Enforcement Officer.....	01
TOTAL	04

B. Misdemeanor Crime Arrests	
Disorderly Conduct.....	04
Bail Jump.....	09
Battery.....	02
Retail Theft.....	01
Possess Controlled Substance.....	02
Possess Drug Paraphernalia.....	03
Theft.....	01
Resist / Obstruct Officer.....	05
TOTAL	27

Wisconsin Probation & Parole Arrests / Warrant Arrests	11
TOTAL	11

C. Ordinance Violation Arrests	
Disorderly Conduct	03
Meddle w/Destruction of Property	01
Boating Regulations	01
TOTAL	05

D. Traffic Crime Arrests	
Operate while Intoxicated.....	01
Operate while Revoked.....	04
Ignition Interlock Tampering.....	02
No Valid Driver's License.....	02
TOTAL	09

E. Traffic Violation Arrests	
Operate Motor Vehicle while Intoxicated.....	02
Operate Motor Vehicle while Suspended/Revoked.....	08
Speeding.....	16
No Valid Driver's License.....	03
Fail to Wear Seatbelt.....	02
Operate M/V without Insurance.....	06
Miscellaneous Violations.....	15
TOTAL	52

In addition to the preceding arrests, the Department conducted a total of 202 traffic stops during the month and logged 58 violations for various motor vehicle defects and local ordinances and issued 72 written warnings for those violations. A total of 03 parking tickets were issued for violations throughout the city.

Traffic Accidents

The Department during the month investigated a total of 25 vehicle accidents. These accidents are categorized into four types.

A. Motor Vehicle Accidents Involving Fatalities	00
--	----

B.	Motor Vehicle Accidents Involving Injuries.....	02
C.	Motor Vehicle Accidents Involving Property Damage (greater than \$1,000.00)	22
D.	Motor Vehicle Accidents Involving Property Damage (less than \$1,000.00)	01
		TOTAL 25

Police Service Calls

Department members handled 489 service calls during the month. These calls consist of both citizen requests for police service as described below (401), crimes investigated (52), traffic accidents investigated (25), and Wisconsin Probation and Parole Assists (11).

A.	Traffic and Road Incidents.....	101
	This category consists of all assignments involving assists to stranded motorists, directing traffic, complaints of noisy or otherwise disorderly vehicles, removing obstructions from roadways, and all parking problem complaints.	
B.	Noise Complaints.....	08
	These complaints involve private parties, licensed liquor establishments, and parties in public places.	
C.	Sick and Injured Persons.....	14
	Assistance rendered to the Ambulance Service and sick or injured persons.	
D.	Alarms.....	22
	Officers responded to activated burglar and hold-up alarms at area banks and other business establishments and residences as well as fire alarms.	
E.	Complaints Involving Animals.....	12
	Investigations by officers of noisy animals, loose animals, animal bites, wild animals and sick, injured or dead animal complaints.	
F.	Civil Disputes.....	07
	Arguments between neighbors, landlords and tenants, and family members where no crimes have been committed.	
G.	Escorts.....	03
	Transporting citizens, money escorts for area financial institutions, funerals, and for area industry and farming.	
H.	Citizen Assist	66
	This category is broad and involves such services as assistance in gas drive-off, emergency notifications, attempts to locate people, retrieval of personal property, and vehicle registration assistance.	
I.	Assistance Rendered to Other Agencies.....	06
	Includes assistance to other law enforcement and government agencies.	

J. Suspicious Person / Vehicle / Circumstance26

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

K. Self-Initiated Field Activity.....01

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

L. Juvenile Problems 11

Requests for police service that strictly involve property calls and all unfounded calls for police service. The calls vary from mischief to family problems to runaway situations.

M. Miscellaneous Incidents 101

Includes arrest warrants served, recovered property calls, unfounded calls for police service and minor calls for police service. This category includes 9-1-1 calls investigated by Department members during the month.

N. Welfare Checks23

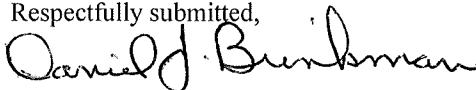
Includes calls to check on the well-being of a person who has not been heard from or seen for a period of time by family, friends, neighbors, or employers.

TOTAL 401

Department Training

The Joint SWAT Team and Dive Team completed their monthly training. All officers participated in firearms scenario training during low light conditions. Two officers completed training in Advanced Roadside Impaired Driving Enforcement which trains officers to observe, identify, and articulate the signs of impairment related to drugs, alcohol or a combination of both.

Respectfully submitted,



Assistant Chief Daniel J. Brinkman

BEVERAGE OPERATOR LICENSES

1. Schneidewind, Chad C.



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

Phone 920-746-2900
Fax 920-746-2905

Visit our website at: www.sturgeonbaywi.org

October 11, 2021

Stephanie Reinhardt
City Clerk
421 Michigan Street
Sturgeon Bay, WI 54235

Ms. Reinhardt:

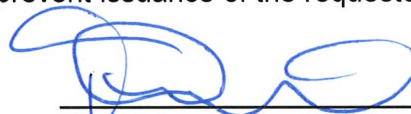
We, the undersigned, have received a request for certification of compliance for a Temporary Class B Beer & Wine license:

Crossroads at Big Creek
2041 Michigan Street
Sturgeon Bay, WI 54235
Agent: Laurel Hauser
LOCATION/DATES:
2200 Utah Street
October 20, 2021 with October 21, 2021 rain date

This letter is to certify that the applicants and the premises comply with those regulations, ordinances and law. We observed no condition that would prevent issuance of the requested license.



Clint Henry, Police Chief
City of Sturgeon Bay



Tim Dietman, Fire Chief
City of Sturgeon Bay

John Teichtler, Sanitarian
City of Sturgeon Bay/County of Door



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October 11, 2021

Stephanie Reinhardt
City Clerk
421 Michigan Street
Sturgeon Bay, WI 54235

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Clint Henry, Police Chief
City of Sturgeon Bay

Tim Dietman, Fire Chief
City of Sturgeon Bay



John Teichtler, Sanitarian
City of Sturgeon Bay/County of Door

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10Application Date: 10/8/21☐ Town ☐ Village ☒ City of Sturgeon BayCounty of Door

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.at the premises described below during a special event beginning 10/20/21 and ending 10/22/21 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

- ☒ Bona fide Club ☐ Church ☐ Lodge/Society
☐ Chamber of Commerce or similar Civic or Trade Organization
☐ Veteran's Organization ☐ Fair Association

(a) Name Crossroads at Big Creek(b) Address 2041 Michigan St. Sturgeon Bay WI 54235
(Street) ☐ Town ☐ Village ☒ City(c) Date organized 2/7/2003(d) If corporation, give date of incorporation same(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President Matt Luders 24 N. 9th Ave Sturgeon Bay WIVice President Jim Stawicki 427 N. 18th Ave Sturgeon Bay WISecretary Bob Gray 1151 N. 8th Ave Sturgeon Bay, WITreasurer Robert Desotelle 5451 Utah St. Sturgeon Bay, WI(g) Name and address of manager or person in charge of affair: Laurel Hauser 746 Kentucky St.Sturgeon Bay WI493-0572

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 2200 Utah St.

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? out door event

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. Name of Event

(a) List name of the event Bread Pudding & Bonfire Night(b) Dates of event Oct 20, 2021 Weather date: Oct 21, 2021

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer Phil T. Gray (Oct 8, 2021)
(Signature/date)Officer Matt Luders (Oct 8, 2021)
(Signature/date)Date Filed with Clerk 10-11-21

Date Granted by Council _____

Crossroads at Big Creek
(Name of Organization)Officer James M. Stawicki
(Signature/date)Officer Phil T. Gray
(Signature/date)

Date Reported to Council or Board _____

License No. _____

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

We, the Finance/Purchasing & Building Committee, hereby recommend to approve contracting with Energy Control & Design for the control and monitoring panel upgrades in the amount of \$ 27,710.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: October 12, 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

Date: October 7, 2021

Title: Control / Monitoring Panel Upgrades

Background: The existing components in the control and monitoring panels at City Hall are outdated. Most of which are no longer available if they were to require replacement. There have not been technology updates to the system since initial installation during the construction of City Hall.

The first phase of the upgrades was completed in August of this year by Energy Control & Design, Inc. Parts are available for the next two phases of the upgrades. I recommend proceeding with the next two phases of the upgrades:

- | | |
|--------------------------------|----------|
| 1. PXC and FLCN Panel Upgrades | \$17,095 |
| 2. Insight to Design Migration | \$10,615 |

Energy Control & Design, Inc has held the maintenance and monitoring contract for City Hall for the past several years. They are the leading distributor for Siemens Building Technologies in the area. I recommend using Energy Control & Design as a sole source for purchasing and installation of the components. This would comply with policy as outlined in the City of Sturgeon Bay Purchasing & Property Accountability Policy Section IV. F. as it is a "brand name or trademarked item required to accomplish a particular task or function".

I recommend contracting with Energy Control & Design to provide and install all components for the PXC and FLCN Panel Upgrades at the amount of \$17,095, and Insight to Design Migration at the amount of \$10,615. In the 2021 capital budget for City Hall Building Automation Panel Upgrades 10-160-000-59010, there was \$50,000 for the project. There is \$37,900 remaining in that account.

Fiscal Impacts: \$27,710 for the upgrades

Recommendation: Staff recommends contracting with Energy Control & Design as a sole source for purchasing and installation of components at the price of \$27,710

Prepared By: Mike Barker **Date:** 07 OCT 2021
Mike Barker
Municipal Services Director

Reviewed By: Valerie Clarizio **Date:** 10/7/21
Valerie Clarizio
Finance Director

Reviewed By: Josh VanLieshout **Date:** 10/7/21
Josh VanLieshout
City Administrator

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

We, the Finance/Purchasing & Building Committee, hereby recommend to accept the transfer of ownership of outlot 1 for stormwater detention.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: September 28, 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

DATE: September 24, 2021

TITLE: Acceptance of Dedication of Outlot for Stormwater Detention

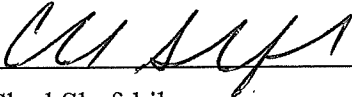
BACKGROUND: Harbor Ridge, LLC has recently purchased a piece of property on the east side of S Grant Ave (see Lot 4 on the attached certified survey map dated 7-2-08). Their intention is to add additional multifamily housing on this lot which is just south of another development that they completed in 2018 / 2019. The current parcel includes a large stormwater easement on the south half of the property which is shown on the attached aerial view of the area and on the attached certified survey map dated 7-2-08). This stormwater easement includes an existing stormwater management pond that receives all of the water from the storm sewer systems that run along S Grant Ave and Viburnum Street. Harbor Ridge, LLC has expressed interest in transferring ownership of this easement area to the City of Sturgeon Bay. The area in question is shown on the attached aerial view of the area and is shown as outlot 1 on the attached preliminary certified survey map created by Robert E. Lee & Associates, Inc.

Currently this area is a stormwater easement, and all of the water that enters the pond is coming from stormwater off of the adjacent roadways. Therefore, the City of Sturgeon Bay is already currently responsible for all maintenance of the stormwater pond within the easement. Also, in 2020 staff worked with Baudhuin Engineering to determine that this pond could potentially be modified in the future to provide stormwater management to future development on the large piece of property to the west that is still owned by the City. Due to the fact that the City is already responsible for maintenance in this area, and it may help to aid with future development, staff feels it is in the City's interest to accept ownership of Outlot 1 vs. keeping just an easement.

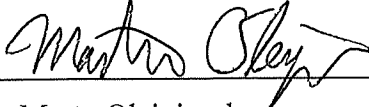
FISCAL IMPACT: None – the City of Sturgeon Bay is already responsible for maintenance of the pond located on Outlot 1 and Harbor Ridge, LLC is willing to transfer ownership at no cost to the City. In addition, due to the easement already covering the entirety of the parcel, there is virtually no property tax value to keeping the property in private ownership.

Options:


- 1) Agree to the transfer of ownership for outlot 1.
- 2) Deny the transfer of ownership for outlot 1 and continue to have the stormwater pond within an easement on property owned by others.

SUBMITTED BY: 
Chad Shefchik
City Engineer

9-24-21
Date

REVIEWED BY: 
Marty Olejniczak
Community Develop. Director

9-24-21
Date

REVIEWED BY: 
Josh VanLieshout
City Administrator

9/24/21
Date

ALL OF LOT 6, MARITIME LANDING, HANGER 566, DOCUMENT NUMBER 722148 AND ALL OF LOT 4, VOLUME 14 OF CERTIFIED SURVEY MAPS, PAGE 235, MAP NUMBER 2414, DOCUMENT NUMBER 719627, BEING PART OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ AND PART OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼, ALL PART OF SECTION 12, TOWNSHIP 27 NORTH, RANGE 25 EAST, CITY OF STURGEON BAY, DOOR COUNTY, WISCONSIN



CERTIFIED SURVEY MAP

ALL OF LOT 6, MARITIME LANDING, HANGER 566, DOCUMENT NUMBER 722148 AND ALL OF LOT 4, VOLUME 14 OF CERTIFIED SURVEY MAPS, PAGE 235, MAP NUMBER 2414, DOCUMENT NUMBER 719627, BEING PART OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ AND PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$, ALL PART OF SECTION 12, TOWNSHIP 27 NORTH, RANGE 25 EAST, CITY OF STURGEON BAY, DOOR COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Troy E. Hewitt, Professional Land Surveyor, do hereby certify that by the order and under the direction of the owners listed hereon, I have surveyed, mapped and divided all of Lot 6, Maritime Landing, Hanger 566, Document Number 722148 and all of Lot 4, Volume 14 of Certified Survey Maps, Page 235, Map Number 2414, Document Number 719627, being part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, all part of Section 12, Township 27 North, Range 25 East, City of Sturgeon Bay, Door County, Wisconsin more fully described below:

Commencing at the Southwest corner of said Section 12; thence S88°35'07"E, 665.27 feet on the south line of said Southwest $\frac{1}{4}$; thence N01°09'05"E, 368.01 feet on the southerly extension of the east right of way of Grant Avenue to the southwest corner of said Lot 4, the POINT OF BEGINNING; thence continuing on said east right of way to the northwest corner of said Lot 6; thence S88°50'55"E, 169.93 feet on the north line of said Lot 6 to the northeast corner thereof; thence S00°22'22"W, 956.16 feet on the east line of said Lot 6 and continuing on the east line of said Lot 4 to the southeast corner of said Lot 4; thence N88°50'57"W, 182.92 feet on the south line of said Lot 4 to the Point of Beginning.

Said parcel contains 168,676 square feet or 3.872 acres of land more or less subject to easements and restrictions of record.

That the within map is a true and correct representation of the exterior boundaries of the land surveyed and the division of that land and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes in the surveying, mapping and dividing of the same.

Dated this _____ day of _____, 2021.

Troy E. Hewitt PLS #2831
ROBERT E. LEE & ASSOCIATES, INC.

OWNER'S CERTIFICATE:

As owner, I do hereby certify that I caused the land described on this Certified Survey Map to be surveyed, mapped and divided as represented on this map. I also do further certify that this Certified Survey Map is required by s.236.34 to be submitted to the following for approval or objection: CITY OF STURGEON BAY

Harbor Ridge, LLC Date
Jeffrey T. Marlow, Member

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2021, the above named to me known to be the same persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

(print name) _____

My commission expires: _____

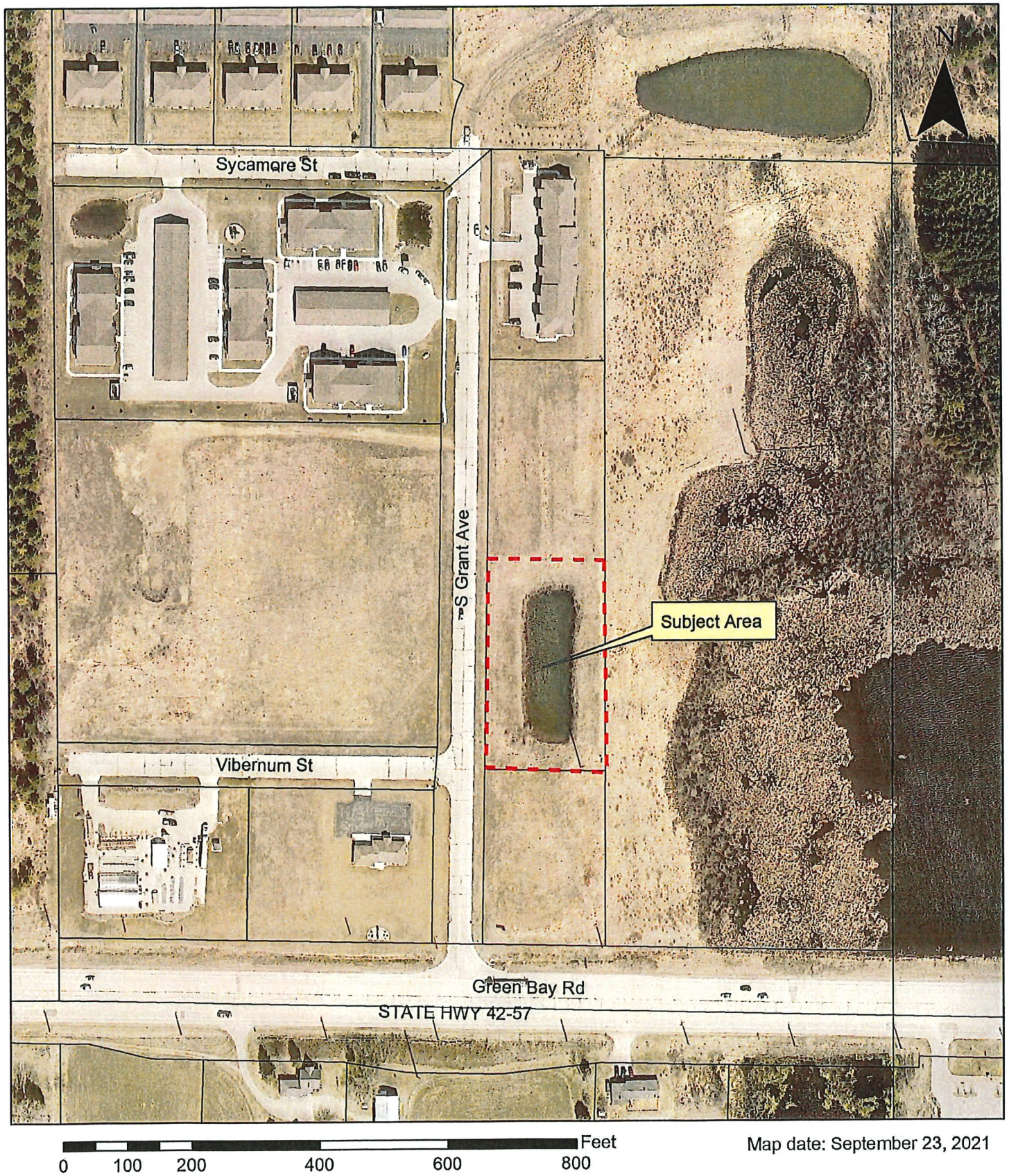
CITY OF STURGEON BAY PLANNING COMMISSION CERTIFICATE:

This Certified Survey Map has been submitted and approved in accordance with Chapter 21 of the Sturgeon Bay Municipal Code.

Martin Olejniczak Date
Sturgeon Bay Community
Development Director



Proposed Dedication of Stormwater Pond



1.166 - Local arts board.

(1) ~~Purpose. This section is intended to ensure the~~ The purpose and tasks of the Local Arts Board are to promote cultural and artistic enrichment and diversity within the City, to connect City residents and visitors through arts and culture, to enrich publicly owned spaces and buildings through arts and culture, to facilitate arts and culture related communication and collaboration within the community, to enhance the quality of life within the city and to provide a the structure through which within which opportunities the opportunity for cultural and artistic and cultural proposals involving public lands public spaces, and buildings, funding, or other related resources may be considered. Cultural and artistic proposals may include, but are not limited to: music, dance, creative writing, visual art, performance art, installation, photography, theater, film, arts education and craftsmanship.

(2) *Created; membership.*

- (a) The local arts board of the City of Sturgeon Bay is hereby created.
- (b) The local arts board will be appointed by the mayor subject to common council confirmation. It will be composed of representatives from the following constituencies:
 - 1. One elected member/Alder from the ~~board of parks and recreation board~~.
 - 2. ~~One representative who is a professional planner, architect, or engineer.~~
 - 3. ~~Three~~ Four representatives of the local arts community to include: ~~visual, performing and language arts and one representative from the Miller Art Museum artist and/or local arts community members.~~
- (c) ~~Of the initial members so appointed, one shall serve a term of one year, and two shall serve a term of three years. Thereafter, the term for each member shall be three years.~~
- (d) Member's service shall be limited to three consecutive three-year terms. Members may be asked to serve again after being off the Board for one term (3 years).

(3) *Powers and duties.*

- (a) ~~The local arts board shall act in an advisory capacity for~~ evaluate any works of art or artifacts proposed ~~to be placed for placement on upon City property. Said items shall be submitted directly to the local arts board or submitted to the local arts board by the park and recreation committee, and the~~ The local arts board shall, after discussion, consideration, and vote, make recommendations back to the park and recreation committee (and Common Council when appropriate) regarding:
 - 1. The appropriateness of the work of art proposed to be located on municipally owned property.
 - 2. The location for the placement of the art proposed to be located on municipally owned property.
- (b) The local arts board shall serve in a design review capacity, upon referral by the park and recreation committee, for architectural structures placed on city property when the primary purpose of the structure is for cultural expression.
- (c) The local arts board shall act upon any other similar or related request the park and recreation committee may delegate as it relates to the committee's expressed purpose under subsection (1).

(Ord. No. 1008-0898, § 1, 8-4-98; Ord. No. 1353-0119, § 1, 1-3-19)

1.166 - Local Arts Board.

- 1) *Purpose.* The purpose and tasks of the Local Arts Board are to promote cultural and artistic enrichment and diversity within the City, to connect City residents and visitors through arts and culture, to enrich publicly owned spaces and buildings through arts and culture, to help facilitate arts and culture related communication and collaboration within the community, and to provide the structure through which artistic and cultural proposals involving public spaces and buildings may be considered. Cultural and artistic proposals may include, but are not limited to: music, dance, creative writing, visual art, performance art, installation, photography, theater, film, arts education and craftsmanship.
- 2) *Created; membership.*
 - a) The Local Arts Board of the City of Sturgeon Bay is hereby created.
 - b) The Local Arts Board will be appointed by the mayor subject to Common Council confirmation. It will be composed of representatives from the following constituencies:
 - (1) One elected member/Alder from the board of parks and recreation.
 - (2) Four representatives of the local arts community to include artists and/or local arts community members.
 - c) The term for each member shall be three years.
 - d) Member's service shall be limited to three consecutive three-year terms. Members may be asked to serve again after being off the Board for one term (3 years).
- 3) *Powers and duties.*
 - a) The Local Arts Board shall evaluate any works of art or artifacts proposed for placement on City property. Said items may be submitted directly to the Local Arts Board or submitted to the Local Arts Board via the Park and Recreation Committee. The Local Arts Board shall, after discussion, consideration, and vote, make recommendations back to the Park and Recreation Committee (and Common Council when appropriate) regarding:
 - (1) The appropriateness of the work of art proposed to be located on municipally owned property.
 - (2) The location for the placement of the art proposed to be located on municipally owned property.
 - b) The Local Arts Board shall serve in a design review capacity, upon referral by the Park and Recreation Committee, for architectural structures placed on City property when the primary purpose of the structure is for cultural expression.
 - c) The Local Arts Board shall act upon any other similar or related request the Park and Recreation Committee may delegate as it relates to the committee's expressed purpose under subsection (1).

(Ord. No. 1008-0898, § 1, 8-4-98; Ord. No. 1353-0119, § 1, 1-3-19)

1.166 - Local arts board.

- (1) *Purpose.* This section is intended to ensure the cultural and artistic enrichment and diversity to enhance the quality of life within the city, and to provide a structure within which opportunities for cultural and artistic proposals involving public lands, buildings, funding, or other related resources may be considered.
- (2) *Created; membership.*
 - (a) The local arts board of the City of Sturgeon Bay is hereby created.
 - (b) The local arts board will be appointed by the mayor subject to common council confirmation. It will be composed of representatives from the following constituencies:
 1. One member from the park and recreation board.
 2. One representative who is a professional planner, architect, or engineer.
 3. Three representatives of the local arts community to include: visual, performing and language arts, and one representative from the Miller Art Museum.
 - (c) Of the initial members so appointed, one shall serve a term of one year, and two shall serve a term of three years. Thereafter, the term for each member shall be three years.
- (3) *Powers and duties.*
 - (a) The local arts board shall act in an advisory capacity for any works of art or artifacts proposed to be placed upon city property. Said items shall be submitted to the local arts board by the park and recreation committee and the local arts board shall make recommendation back to the park and recreation committee regarding:
 1. The appropriateness of the work of art proposed to be located on municipally owned property.
 2. The location for the placement of the art proposed to be located on municipally owned property.
 - (b) The local arts board shall serve in a design review capacity, upon referral by the park and recreation committee, for architectural structures placed on city property when the primary purpose of the structure is for cultural expression.
 - (c) The local arts board shall act upon any other similar or related request the park and recreation committee may delegate as it relates to the committee's expressed purpose under subsection (1).

(Ord. No. 1008-0898, § 1, 8-4-98; Ord. No. 1353-0119, § 1, 1-3-19)

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

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the increase of \$10,390 over the original estimate for the removal of dock pilings at E-dock, transferring the funds from miscellaneous capital contingency 10-199-000-59999 to 10-460-000-59070.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: October 12, 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

Date: October 4, 2021

Title: Dock Piling Removal Update

Background: On March 16th, the Common Council approved the Bid for Dock Piling Removal. The bid was awarded by using 50 pilings as an estimated number of pilings to be removed at an estimated price of \$36,425. The winning bidder, Deaths Door Marine, Inc was to notify the City of the actual number of pilings prior to commencing work. On September 27th the City was notified that there were actually 71 pilings by the contractor. By using the unit pricing per piling this will increase the price of the project by \$13,965 which is \$10,390 more than the original budgeted amount.

The 2021 capital budget, 10-460-000-59070, included \$40,000 for the removal of the E-Dock pilings.

I recommend transferring \$10,390 from 10-199-000-59999, Miscellaneous Capital Contingency to 10-460-000-59070 to cover the additional expense.

Fiscal Impacts: Estimated \$10,390

Recommendation: Staff recommends transferring the funds as described to cover the additional expense.

Prepared By:



Mike Barker
Municipal Services Director

Date: OCT 4, 2021

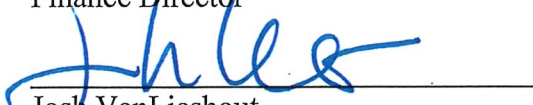
Reviewed By:



Valerie Clarizio
Finance Director

Date: 10/4/21

Reviewed By:



Josh VanLieshout
City Administrator

Date: 10/6/21

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

We, the Finance/Purchasing & Building Committee, hereby recommend to share the listing for approximately 2 acres of parcel # 281-64-73000102, 1317 Shiloh Road, with Door County Economic Development and/or Destination Sturgeon Bay for two weeks and if a committed cash offer is not received then obtain an assessment for fair market value and list with a real estate agent.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: October 12, 2021

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

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



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

Joshua J. Van Lieshout
City Administrator

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

Memorandum

To: Finance Committee

From: Josh Van Lieshout, Administrator

Re: Sale of home, accessory buildings and approximately 2 acres at 1317 Shiloh Road

Date: September 20, 2021

Item: Sale of home, accessory buildings and approximately 2 acres at 1317 Shiloh Road

Discussion: The City recently acquired the Zak property, a site consisting of approximately 20 acres at 1317 Shiloh Road for future industrial park expansion.

The parcel contains a well-cared for home, cottage, and several outbuildings, including a former dairy barn that appears to be in good condition.

As you know there is a shortage of available single-family housing in the City, several businesses have reported being unable to hire professional and technical recruits as a result of the shortage.

Given the balance of the site is intended for manufacturing development, the ideal purchaser would be a manufacturer or other business who will be tolerant of future development or perhaps who can use the home as a means of providing transitional housing for professionals moving to Sturgeon Bay.

The City is not a natural landlord and not suited for long-term land lord type activities. The best outcome would be to sell the home and accessory buildings.

Options:

1. Share the listing with Door County Economic Development Corp and/or Destination Sturgeon Bay, ask that they pass this opportunity along to their members
2. List with a real estate agent of your choosing
3. Sell the home and buildings, thus clearing the site
4. Raze the buildings

Recommendation: Either option 1 or 2 above. Options 3 and 4 are of last resort. Conditions to consider include: Repurchase option to the City, Connection to municipal sewer and water (currently the home is served by well and septic).

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

We, the Finance/Purchasing & Building Committee, hereby recommend to award the bid to Bissen Asphalt, LLC for the Juniper Street shoreline protection in the amount of \$31,378.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: October 12, 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

Date: September 30, 2021

Title: Award of Bid for Juniper Street Shoreline Protection Work

Background: On September 28th, the Municipal Services Director and Steve Parent of Baudhuin Surveying & Engineering opened bids for shoreline protection work along Juniper Street. Eight bids were received and opened. They ranged in price from \$31,378.00 to \$86,450.00 with Bissen Asphalt, LLC being the low bidder (see attached bid tabulation for complete list).

Steve Parent reviewed bids for accuracy and recommends that a contract be awarded to Bissen Asphalt, LLC in the amount of \$31,378.00.

The 2021 capital budget, 10-570-000-59075, included \$75,000 for shoreline restoration.

Fiscal Impacts: \$31,378.00

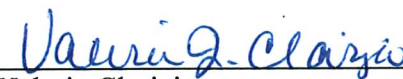
Recommendation: Staff supports the recommendation from Steve Parent and recommends awarding the contract to Bissen Asphalt, LLC in the amount of \$31,378.00.

Prepared By:


Mike Barker
Municipal Services Director

Date: 30 SEP 2021

Reviewed By:

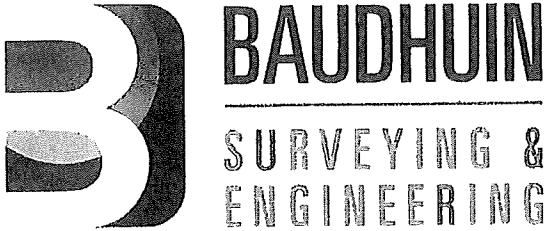

Valerie Clarizio
Finance Director

Date: 9/30/21

Reviewed By:


Josh VanLieshout
City Administrator

Date: 10/4/21



September 29, 2021

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

*Re: Shoreline Protection Work
Juniper Street*

Dear Council Members:

Bids were received September 28, 2021, for the Juniper Street Shoreline Protection Project. Eight bids were received and ranged in price from \$31,378.00 to \$86,450.00 with Bissen Asphalt, LLC being the low bidder (see attached bid tabulation).

Bids were reviewed and all are in order and the bid price falls within the project budget. My recommendation, therefore, is that a contract be awarded to Bissen Asphalt, LLC in the amount of \$31,378.00

Please contact me if you have any questions.

Respectfully submitted,

BAUDHUIN SURVEYING & ENGINEERING

A handwritten signature in black ink, appearing to read 'Steven J. Parent'.

Steven J. Parent, P.E.

Cc: Mike Barker
Val Clarizio

W. Juniper Street Shoreline Protection
City of Sturgeon Bay
September 28, 2021

Item	Description	Quantity	Unit of Measure	Blissen Asphalt LLC		Rass Excavating & Materials		Advances Construction Inc.		Express Excavating Inc.		On Site Logging		Lily Bay Sand & Gravel LLC		Solutions 101 LLC		Great Lakes Grading & Exc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Lump sum, mobilization and installation	1	LS	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00	\$18,000.00	\$18,000.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$26,762.00	\$26,762.00	\$4,700.00	\$4,700.00
2.	600 tons, armor stone rip rap	600	TONS	41.33	24,798.00	50.00	30,000.00	50.00	30,000.00	70.00	42,000.00	75.00	45,000.00	88.00	52,800.00	69.14	41,484.00	130.00	78,000.00
3.	Lump sum, restoration, including topsoil	1	LS	4,080.00	4,080.00	4,500.00	4,500.00	7,000.00	7,000.00	14,000.00	14,000.00	9,000.00	9,000.00	10,000.00	10,000.00	10,830.00	10,830.00	3,750.00	3,750.00
	Proposal Total - Items 1 - 6				\$31,378.00		\$39,000.00		\$55,000.00		\$58,000.00		\$59,000.00		\$67,800.00		\$78,986.00		\$86,450.00
					<u>\$31,378.00</u>		<u>\$39,000.00</u>		<u>\$55,000.00</u>		<u>\$58,000.00</u>		<u>\$59,000.00</u>		<u>\$67,800.00</u>		<u>\$78,986.00</u>		<u>\$86,450.00</u>

EXECUTIVE SUMMARY

Title: Release of Right of First Refusal – Sunset School Property

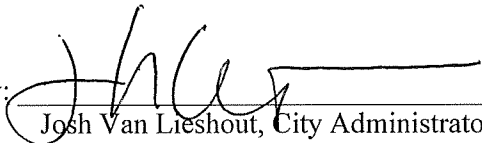
Background: The City of Sturgeon Bay holds a Right of First Refusal on the property containing Sunset School. The City, School District, and S.C. Swiderski are jointly working on a redevelopment project to redevelop the site into multiple-family dwellings. In order for the sale of the site to occur, the City needs to release its right of first refusal.

Fiscal Impact: There is no direct impact to release the right of first refusal. But the overall development project, once completed, will have a positive fiscal impact due to the increase in assessed value from the current \$0 to about \$2,500,000 with very little increase in municipal services due to the streets, utilities, and most other municipal facilities already being in place.

Recommendation: Approve the Release of the Right of First Refusal for the Sunset School parcel and direct staff to send written notification to the Sturgeon Bay School District.

Prepared by: 
Martin Olejniczak, Community Development Director

10-14-2021
Date

Reviewed by: 
Josh Van Lieshout, City Administrator

10/14/21
Date



First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

CL-211436 AMENDED

Transaction Identification Data for reference only:

Issuing Agent: **COUNTY LAND & TITLE, LLC**

Issuing Office: **739 GRAND AVENUE,
SCHOFIELD, WI 54476**

ALTA® Universal ID: **0005461**

Loan ID Number:

Property Address: **827 N. 8th Avenue,
Sturgeon Bay, WI 54235**

Issuing Office

File Number: **CL-211436**

Parcel ID: **281-6205000208**

Revision

Number: **1**

SCHEDULE A

1. Commitment Date: **September 2, 2021**

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy

Proposed Insured: **S.C. Swiderski, LLC**

Proposed Policy Amount: **\$1.00**

(b) 2006 ALTA® Loan Policy

Proposed Insured:

Proposed Policy Amount: **\$**

3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**.

4. Title to the **Fee Simple** estate or interest in the Land is at the Commitment Date vested in:


The School District of Sturgeon Bay, a Wisconsin municipal corporation

5. The Land is described as follows:

See Exhibit A

Countersigned:

COUNTY LAND & TITLE, LLC


By: 

Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule BI	CL-211436

Commitment No. CL-211436 SI

SCHEDULE B, PART I
Requirements


All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Payment of all taxes, assessments and charges levied against subject premises, which are due and payable.
5. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- * 6. Release of the Right of First Refusal by and between The School District of Sturgeon Bay and the City of Sturgeon Bay, dated December 14, 1983 and recorded in the office of the Register of Deeds for Door County, Wisconsin, on December 20, 1983, as Document No. 442171.
7. A Certified Survey Map must be obtained from a surveyor and recorded in the office of the Register of Deeds for Door County, in order to obtain a legal description that can be insured under this policy.
8. Warranty Deed from The School District of Sturgeon Bay, a Wisconsin municipal corporation to S.C. Swiderski, LLC.
This Company shall be furnished with a certified copy of the resolution of the board of directors of Sturgeon Bay School District, a Wisconsin municipal corporation adopted at the meeting duly called for that purpose of authorizing the execution of the document called for herein.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule BII	CL-211436

SCHEDULE B – PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Special taxes or assessments, if any, payable with the taxes levied or to be levied for the current and subsequent years.
3. Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees due and payable on the development or improvement of the land, whether assessed or charged before or after the Date of Policy. The company assures the priority of the lien of the insured mortgage over any such lien, charge or fee.
4. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Rights or claims of parties in possession not shown by the public records.
6. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
7. Easements or claims of easements not shown by the public records.
8. Any claim of adverse possession or prescriptive easement.
9. **The lien of the general real estate taxes for the year 2021 and thereafter.**
10. Subject to the terms and conditions of that Right of First Refusal by and between the City of Sturgeon Bay, a Wisconsin municipal corporation and the School District of Sturgeon Bay, a Wisconsin municipal corporation, dated December 14, 1983 and recorded in the office of the Register of Deeds for Door County, Wisconsin on December 20, 1983, in Volume 366 on Page(s) 613-618, as Document No. 442217.
11. Rights of the public and private rights of others entitled thereto in and to the use of the portion of the premises that may be within the boundaries of any highway, public road, street, alley or other public way.

FOR INFORMATIONAL PURPOSES ONLY:

Parcel No.: **281-6205000208**
General Tax Amount: **Exempt**

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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 <div style="display: inline-block; vertical-align: middle; margin-left: 10px;"> <i>First American Title™</i> </div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;"> ALTA Commitment for Title Insurance </div> <div style="padding-top: 5px;"> <small>ISSUED BY</small> First American Title Insurance Company </div>
<h1 style="margin: 0;">Exhibit A</h1>	CL-211436

EXHIBIT "A"
PRELIMINARY

The East 8 acres of Lot two (2) and three (3), in Subdivision five (5) of the City of Sturgeon Bay, Door County, Wisconsin, according to the Assessor's Map of said City recorded in the office of the Register of Deeds of Door County, Wisconsin on Page(s) 14 of Plat Books:

With the exception of 5 acres of land acquired by the United States of America by Judgement in the District Court of the United States for the Eastern District of Wisconsin, entered March 30, 1942, a certified copy thereof having been filed in the office of the Register of Deeds in and for Door County, Wisconsin on April 9, 1942, in Volume 20 of Miscellaneous, on Page(s) 210, as Document No. 236507. Subject to existing public right-of-way in public streets.

Note: This is a preliminary legal. To get a more accurate and defined legal description a Certified Survey Map must be recorded in the Office of the Register of Deeds for Door County and should conform to the requirements of the Wis. Stats.

Also Lots 1, 2, 3, 4, 5, 6, 7, 8, 14, 15, 16, 17, 18, 19, Block 7 and that part of Lot 20, Block 7, lying westerly of the Madison Avenue-Green Bay Road Curve.

3. The City hereby agrees that School shall be allowed the primary use of Tracts F through H for school activities; the school shall also be allowed the primary use of the Memorial Field area for school activities. The School agrees that the School shall be responsible for all maintenance, repair, and improvement costs attributable to or required by such school activities and that the school shall reimburse the City for reasonable costs.

* 4. School hereby grants to City a right of first refusal on Tracts A through E under the following terms and conditions:

A. In the event that the School District of Sturgeon Bay wishes to dispose of the above described real estate, it shall notify the City Clerk of the City of Sturgeon Bay in writing of such intent. Within sixty (60) days of such notification, if the City shall notify the School District in writing that it is interest in purchasing said property, and further if within thirty (30) days of receipt by the School of notice that the City is interested in purchasing said property and if the parties cannot agree as to a price, then the School District may offer the above described real estate on the open market. When a third party bona fide offer to purchase is received by the School District, a copy shall be provided to the City Clerk of the City of Sturgeon Bay by certified mail with return receipt. The City shall have 60 days within receipt of such offer to equal the terms and conditions of said offer by making payment within said 60 day period to the school district. Upon making payment,

442717

VOL. 366 MAY 618

the School District shall convey said property to the City of Sturgeon Bay. If the payment is not made within said 60 days, this right of first refusal shall be automatically terminated, void, and of no further legal effect; and the School District may proceed with the sale to the said third party.

B. The parties hereto acknowledge that the School has already granted to the City its general obligation promissory note.

Dated this 14 day of ^{DECEMBER} ~~JULY~~, 1983.

CITY OF STURGEON BAY

By: William O. Wright
William O. Wright, Mayor

By: Paul C. Bellin
Paul Bellin, Clerk

STURGEON BAY SCHOOL DISTRICT

By: Thomas J. Walker
Thomas J. Walker,
Administrator

By: Harold Forbes
Harold Forbes
School Board President

AUTHENTICATION

Signatures of: William O. Wright
Paul Bellin
Thomas J. Walker
Harold Forbes

authenticated this 20th day
of December, 1983.

Roger Pinkert
Roger Pinkert
MEMBER STATE BAR OF WISCONSIN

This instrument drafted by: Roger Pinkert

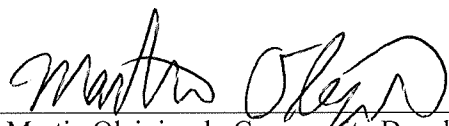
EXECUTIVE SUMMARY

Title: Development Agreement with S.C. Swiderski for Redevelopment of Sunset School Property

Background: The City, School District, and S. C. Swiderski have been jointly working on a project to redevelop the Sunset School site into new housing. The Council and Plan Commission have reviewed the conceptual plans. On July 6, 2021 the Council approved the general parameters of the development agreement. Those parameters laid out the obligations of the developer and the City. The City Attorney then drafted a full development agreement based upon those approved parameters and including the various standard legal and administrative provisions. S. C. Swiderski has approved the draft.

Fiscal Impact: The agreement calls for the City to cover the cost of demolishing the school building and also provide a financial incentive of \$7,700 per dwelling unit (\$200,200 for the planned 26 units), payable upon completion of the units. A tax increment district has been created to cover the City's financial obligations. S. C. Swiderski commits to establishing at least \$2,500,000 in property value on the site or make a payment in lieu of taxes for any shortfall. Because of the creation of the TID, there will be no direct fiscal impact on the City's budget until after the TID closes.

Recommendation: Approve the Development Agreement with S. C. Swiderski for the Sunset School redevelopment project.

Prepared by: 
Martin Olejniczak, Community Development Director

10-14-2021
Date

Reviewed by: 
Josh Van Lieshout, City Administrator

10/14/21
Date

**DEVELOPMENT AGREEMENT
(Sunset Estates)**

This Development Agreement is made this ____ day of _____, 2021, between the CITY OF STURGEON BAY, WISCONSIN, a Wisconsin municipal corporation (the "City") and S. C. SWIDERSKI, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

A. Developer is obtaining fee title of a 2.76-acre parcel abutting Delaware Street, N. 8th Avenue, and Erie Street, more particularly described in Section a.1 below (the "Property").

B. The City desires to foster redevelopment of the Property and issued a Request for Proposals to redevelop the Property into a multi-family residential development.

C. Developer proposes to redevelop the Property by the "Project," as defined in Section 2 below.

D. The City has determined it would be beneficial to the health, welfare and prosperity of its residents to provide financial assistance for the Project, in the form of reimbursement of certain of Developer's expenses relating to the Project and payments or credits from Tax Increments generated by the increased value of the Property in accordance with this Agreement.

E. The City has commenced the process of creating a Tax Incremental Financing District (the "TID") encompassing the Property to, in part, provide for financing of the Project.

F. The City has determined the development and fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interests of the City and its residents and serve public purposes in accordance with State and local law, because the Project will remove an obsolete building, provide needed housing, expand the City's tax base, and increase property tax revenues in Sturgeon Bay.

G. The City has determined that, but for the City's provision of financial assistance to Developer, the Project would not occur.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

A. The Property and Project.

1. Legal Description of Project Site. The Property is legally described as follows:

The East 8 acres of Lots two (2) and three (3), in Subdivision five (5) of the City of Sturgeon Bay, Door County, Wisconsin, according to the Assessor's Map of said City recorded in the office of the Register of Deeds of Door County, Wisconsin on Page(s) 14 of Plat Books:

With the exception of 5 acres of land acquired by the United States of America by Judgement in the District Court of the United States for the Eastern District of Wisconsin, entered March 30, 1942, a certified copy thereof having been filed in the office of the Register of Deeds in and for Door County, Wisconsin on April 9, 1942, in Volume 20 of Miscellaneous, on Page(s) 210, as Document No. 236507. Subject to existing public right-of-way in public streets.

Tax Parcel No. 281-62-05000208

2. Project Described. A multiple-family residence development of 4 buildings located on the Property and consisting of approximately 26 townhome style units (each, a “Unit”) The Units will have attached garages. The site will also include exterior parking areas and other site amenities.

B. Conditions Precedent.

1. Conditions Precedent Before Commencement of Project. The Developer may commence the Project only after the Parties have first fulfilled the following conditions that each party shall attempt to timely complete in good faith:

a. Developer shall have obtained fee title to the Property on or before February 1, 2022.

b. A 12-foot utility easement along the west property line of the Property shall be established.

c. The City shall have created a TID commencing January 1, 2021, encompassing the Property.

2. Failure of Condition Precedent. Upon failure of any condition, this Agreement shall be null and void without liability or obligation to either party.

C. Developer’s General Obligations.

1. Approval of Plans. Prior to the commencement of construction, Developer shall present plans and specifications for the Project (the “Plans”) to the appropriate City committees and departments as required by City ordinances and procedures. The Plans shall demonstrate that the Project, when completed, will comply with federal, state and municipal code requirements. At any time during the construction of the Project, Developer may submit to the City proposed revisions in the approved Plans in order to enhance the achievement of the objectives of this Agreement and to improve and refine the previously approved Plans. The Plans, including any revisions, shall comply with the Planned Unit District development requirements and procedures of the City.

2. Building Permits/Approvals. Developer is responsible to obtain, directly or through its agents, a building permit from the City and other permits or approvals required to construct the Project. Nothing in this Agreement shall be deemed prior authorization of City to issue permits or grant approvals.

3. Zoning. The Developer shall obtain zoning approval for the Project, including approval of a Planned Unit Development and a certificate of appropriateness from the Aesthetic Design and Site Plan Review Board.

4. Site Preparation. Subject to the review and consent of the City, Developer shall contract for and oversee site preparation, including the removal of the school building and other structures, driveway, parking areas, and other paved areas on the Property. Developer is responsible for the disposal of all building contents and materials in accordance with all state, federal and local requirements, specifically including the abatement and removal of any hazardous materials. The razing and removal shall include the restoration of the site to a safe and orderly condition pending the construction of the Project. Developer shall obtain multiple bids from licensed contractors and shall use the contractor with the lowest responsible bid, unless the use of a different contractor is also approved by the City.

5. Financing. Prior to issuance of a building permit for the Project, Developer shall deliver to the City proof, satisfactory in the City's sole determination, that Developer has secured financing to construct the Project (exclusive of the financial assistance provided by the City) subject only to typical commercial financing conditions. Before commencing construction of the Project, Developer shall provide proof satisfactory to the City in its sole discretion that all conditions of such financing have been satisfied.

6. Construction Schedule. Construction of the improvements to the Property shall be commenced promptly after issuance of all required permits and shall proceed as provided in the approved construction schedule.

7. General Construction Requirements. Developer shall abide by all of the following in the construction of the Project:

a. Compliance with Plans. Developer shall construct the Project in strict compliance with the Plans as approved by the City and any conditions imposed as part of the permitting and approval process of the State, the City or any other agency entitled to give approval.

b. Utilities. Developer shall have determined that major utilities including water, sanitary sewer, CATV, phone service, are adequately sized and available to service the Project.

c. Construction Contracts. The Developer shall have entered into a general contract for construction of the Project and such other contracts with third parties as deemed required by the Developer, all of which shall be in form acceptable to the City.

d. Quality of Work. All work to be performed by Developer in and on the Property and the construction and maintenance of the Project shall be performed in a good and workmanlike manner and consistent with the prevailing industry standards for high quality construction in the area of the City. Developer shall perform all work in compliance with all applicable laws, regulations, ordinances, and permits, and Developer shall at its sole cost and expense obtain and maintain all necessary permits and licenses for such work. Every contractor hired by the Developer shall be licensed and qualified to perform that part of the work assigned to it. Before any such contractor is allowed to perform any such work, the contractor shall comply with the insurance requirements set forth in Section E, below.

e. Compliance with Laws. All work upon the Project site and the Project shall comply with all applicable laws, codes and regulations of authorities having jurisdiction over the Project.

f. Access. Developer shall allow representatives of the City reasonable access to the Property at all reasonable times for the purposes of reviewing compliance with this Agreement, including, but not limited to inspecting all work being performed in connection with this Agreement.

g. Reports, Information and Inspections. During the period of construction, Developer shall provide the City with updates by the end of each calendar quarter and as more frequently requested by the City concerning the progress of the Project and any issues having a material effect on the Project. The City may come upon the Property to inspect the Project during normal hours of construction and, upon reasonable advance notice to Developer, which may be verbal notice, at any other time the City deems appropriate for the purpose of inspecting the Project and investigating its status and any matters that may affect the Project. The City may also discuss the status of construction with Developer's general contractor and any subcontractor or material supplier for the Project.

h. Debris. Until the Project is finished, without the requirement of notice from the City, Developer shall keep the Project Site and adjoining streets clean and free of construction debris. If the City does give Developer notice of the need to clean up any debris identified by the City, Developer shall complete such clean up within 24 hours of receipt of the City's notice. Any debris not so removed or cleaned up with the 24-hour period may be removed or cleaned by the City at Developer's expense.

8. Changes to Project. Without City's prior written consent, Developer will not materially change the scope, budget or uses of the Project.

9. Management Permits and Approvals. Developer shall have in effect at all times, all permits, approvals and licenses required by any governmental or non-governmental entity in connection with the management and operation of the Project.

10. Minimum Assessed Value Guaranteed. The Project shall generate a minimum assessed value of at least \$2,500,000 as of January 1, 2025. For any property tax year during the life of the TID on or after that date, if the Project has a lower assessed value lower than \$2,500,000,

Developer shall pay to the City on or before January 31 of each year the amount of property tax owed on the difference between \$2,500,000 and the actual assessed value.

11. Restrictions on Transfer.

a. General Restrictions on Transfer. Any transfer of ownership of a Building or a Unit by Developer or Unit shall be subject to the City's written consent, which the City may withhold in its absolute discretion.

b. No Transfer to Tax Exempt Entity. Developer shall not sell or otherwise convey any portion of the Property to a non-profit or tax-exempt organization.

c. Exceptions to Transfer Restrictions. Restriction C.11(a) above does not preclude the creation of a mortgage, encumbrance or voluntary lien upon the Property for the purpose of financing or refinancing the construction of a building or Units consistent with the terms of this Agreement.

12. Cooperation. Developer will fully cooperate with the City in the performance of its obligations under this Agreement.

D. City's General Obligations.

The City commits to the following:

1. Phase I Environmental Site Assessment. City shall complete a Phase I Environmental Site Assessment (ESA) for the subject property by December 31, 2021. The completed Phase I ESA shall be shared with Developer.

2. Payment for Site Clearance. Subject to requirements in section C.4, the City shall reimburse Developer the reasonable costs of the work to be done pursuant to Section C.4 above. Reimbursement shall be made in payment(s) made within 30 days of the submission of invoices for any portion of such eligible, completed work.

3. Financial Incentive. The City shall provide a financial incentive in the amount of \$7,700 for each Unit constructed on the Property. Payments of such incentive shall be made within 30 days of issuance of an occupancy permit for the completed Building in which such Units are located.

4. Utilities. The City shall ensure that municipal water and sanitary sewer service is available to Property along Delaware Street and N. 8th Avenue and ensure there is capacity to serve the proposed Project.

5. Permits and Licenses. The City will cooperate in good faith with respect to all permits necessary for completion of the Project.

6. Cooperation. The City will reasonably cooperate with Developer in the performance of its obligations under this Agreement.

E. Insurance.

1. Coverage Types and Amounts. Developer shall deliver to the City certificates of insurance, copies of endorsements, and other evidence of insurance Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage as listed below:

a. Workers Compensation and Related Coverage. Workers compensation coverage as required for state and federal workers, but, in no event less than the following limits: Bodily Injury by Accident - \$100,000 per accident; Bodily Injury by Disease - \$100,000 per employee; and \$500,000 policy limit.

b. Comprehensive General Liability Insurance. Commercial general liability insurance written on a commercial general liability form, protecting Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages arising from operations under this Agreement, whether such operations are by Developer itself, any contractor, subcontractor, or anyone directly or indirectly employed by any of them in such manner as to impose liability on the City. Such coverage shall include an endorsement for completed operations. The amounts of such insurance shall be subject to the following limits: General Aggregate Limit - \$2,000,000; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000; Bodily Injury and Property Damage - \$2,000,000 per occurrence; Fire Legal Liability Damage Limit - \$100,000 per occurrence; Medical Expense Limit - \$10,000 per person.

c. Comprehensive Automobile Liability and Property Damage. Comprehensive Automobile Liability and Property Damage coverage protecting Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non-owned motor vehicles. The amounts of such insurance shall be subject to the following limits: Bodily Injury - \$250,000 per person; \$1,000,000 per occurrence; and Property Damage - \$250,000 per occurrence.

d. Umbrella Coverage. Umbrella coverage protecting Developer, its general contractor and any subcontractor during the performance of work covered by this Agreement with limits of \$3,000,000 for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs a to c above.

e. Builder's Risk Insurance. Builder's Risk insurance for all portions of the Property upon which construction is occurring with coverage equal to the total amount of the construction contracts for any and all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this

Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

f. Fire and Casualty Insurance. Upon the construction of any improvements on the Property that are intended to remain in Developer's possession or is in Developer's possession prior to conveyance to third parties as contemplated by this Agreement, Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to and adequate to rebuild improvements to their original condition. In the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

2. General Requirements. All policies of insurance shall be written by insurance companies authorized to do business in the state of Wisconsin, shall name the City as an additional insured and shall not be cancellable except on a minimum of 30 days' notice to the City. Before commencement of construction, the Developer shall file with the City certificates of insurance and copies of the required policies and all endorsements thereto, setting forth that all required coverage is in full force and effect.

F. Representations and Warranties and Covenants of Developer.

Developer represents and warrants to the City and covenants with the City as follows:

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

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

3. Payment of Contractors and Material Suppliers. Developer will timely and fully pay for all work performed and materials furnished for the Project.

4. Liens. Developer shall not cause or allow any lien to attach to the Property, except (i) those allowed in Section C.11(c) above, and in any case, in the aggregate not securing debt exceeding the maximum principal amount of \$2,500,000, and (ii) the lien of real estate taxes and assessments for taxes not yet due and payable. If any lien, including, without limitation, any construction lien, is filed against the Property, Developer will notify the City and cause such lien to be discharged through (x) payment, (y) as provided by statute or bonded over in an amount satisfactory to the City within 60 days of the filing of such lien, irrespective of the merits of the lien claim and shall provide proof of such discharge or bonding to the City within in such 60 days.

5. Statements and Information True. No statement of fact by Developer contained in this Agreement and no statement of fact or other information furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.

6. Organization. Developer is a for-profit limited liability company, duly formed and validly existing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Developer is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

7. Authority. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Developer and constitute the valid and binding obligations of Developer enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally. The person who executes this document has been duly authorized by all necessary company action to execute and deliver this Agreement and to bind Developer to its terms

8. No Violations. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's organizational documents or any instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law, order, rule or regulation of any court or of any federal, state or municipal regulatory body or administrative agency or other governmental body having jurisdiction over Developer or any portion of the Property.

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

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

At all times during the term of this Agreement, the representations and warranties contained herein shall be true and Developer shall comply with all covenants contained herein.

G. Representations and Warranties and Covenants of City. The City hereby warrants and represents to the Developer that:

1. Authority. Subject to the approval of City Common Council and the satisfaction of the conditions precedents of Section B above, the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby are hereby duly authorized and approved by the City, and no other or further acts or proceedings of the City or its officials are necessary to authorize and approve the execution, delivery, and, subject to annual appropriation by the City Common Council, performance of this Agreement, and the matters

contemplated hereby.

2. Enforceability. This Agreement, the exhibits, documents, and instruments associated herewith and made a part hereof, have, if applicable, been duly executed and delivered by the City and constitute the legal, valid, and binding agreement and obligation of the City, enforceable against the City in accordance with their respective terms, except as the enforceability thereof may be limited by applicable law and as is otherwise subject to annual appropriation by the City Common Council.

H. Further Compliance with Laws.

1. Public Protection & Safety: The City and Developer shall each take all steps necessary to avoid damage, bodily injury or death arising out of the improvements whether from maintaining an “attractive nuisance” or otherwise.

2. Compliance with Environmental Laws. Developer shall ensure the Property shall remain free of Hazardous Materials, except to the extent Hazardous Materials are temporarily necessary to be on the Property for purposes of construction of the improvements, and then only as are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City with copies of all environmental reports pertaining to the Property no later than ten days after receiving the same. As used herein, the term “Hazardous Materials” means (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as “hazardous wastes,” “hazardous substances,” “toxic substances,” “pollutants,” “contaminants,” “radioactive materials,” or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, “Environmental Laws”); and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel and (E) asbestos containing materials.

3. Nondiscrimination. In the performance of improvements under this Agreement, the Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin or ancestry. The construction of the improvements shall comply with all effective laws, ordinances and regulations relating to

discrimination on any of the foregoing grounds. Any additional costs that may be incurred by the Developer to comply with this provision shall be borne by Developer.

I. Indemnification.

1. General Indemnification. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement, Developer shall indemnify and save harmless the City, its council members, officers, employees, agents, attorneys and insurers, and the respective successors and assigns of all of them (each an "Indemnified Party") and shall defend the same, from and against any and all liabilities, claims, losses, damages, interest, actions, suits, judgments, costs, and expenses, including reasonable attorneys' fees, and the like to whomsoever owed and by whomsoever and whenever brought or obtained, which may in any manner, directly or indirectly, result from, relate to, or arise in the course of, any act or failure to act by Developer in connection with its development of the Project (each, an "Indemnified Claim"), including without limitation:

- a. Any breach by Developer of the terms of this Agreement;
- b. any negligent acts of Developer, any professional and any contractor that provides services, labor or material for the Project;
- c. any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement;
- d. the design, development, or construction of the Project; or
- e. any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.

2. No Limitation on Indemnity. In any and all claims against one or more of the Indemnified Parties by any employee of the Developer, any contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer or any contractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

3. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from an Indemnified Party, which notice shall be given by the Indemnified Party within 10 days of the Indemnified Party gaining actual knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations unless, and only to the extent to which, such failure has substantially prejudiced Developer. The Indemnified Claim shall be defended by legal counsel reasonably acceptable to the Indemnified Party. If the Indemnified

Party original approves of such defense counsel, but later disapproves, Developer shall retain counsel that is reasonably acceptable to the Indemnified Party. Notwithstanding the foregoing, in its sole discretion and at its expense, an Indemnified Party may participate in or defend or prosecute, through its own counsel(s), any claim suit or action for which it is entitled to indemnification by Developer; provided, however, that if the Indemnified Party is advised in writing by its legal counsel that there is a conflict between the positions of Developer and the Indemnified Party in conducting the defense of such action or that there are legal defenses available to the Indemnified Party different from or in addition to those available to Developer, then at Developer's expense, counsel for the Indemnified Party, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the Indemnified Party. Developer shall not enter into any compromise or settlement without the prior written consent of the Indemnified Party and, if the Indemnified Party is not the City, the City, which consents shall not be unreasonably withheld. The absence of a complete and general release of all claims against the Indemnified Party shall be reasonable grounds for the Indemnified Party to refuse to provide written consent to a compromise or settlement. To the extent Indemnified Claims have been made against them, the Indemnified Parties shall reasonably cooperate in the defense or prosecution of any claim hereunder, including the retention of and access to records and, as to current employees and personnel only, making employees and other personnel available on a mutually convenient basis to provide such information as the Indemnified Party may have regarding the matter in issue and an explanation of any material provided or made available. No failure of an Indemnified Party to cooperate as set forth above shall affect Developer's obligation to defend any other Indemnified Party. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the Indemnified Party for the reasonable fees and expenses of counsel(s) retained by the Indemnified Party and shall be bound by the results obtained by the Indemnified Party; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

J. Default.

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

a. Failure to Pay. Developer fails to pay any amounts due from it under this Agreement on or before the date when due and such failure shall continue for 10 days following notice thereof from City to Developer;

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

c. Insurance and Dangerous Conditions. Subsection 1(b) above notwithstanding, if the default is a failure to keep required insurance in force or results or threatens to result in imminent harm to persons or property, as determined by the City in its sole discretion, the cure period will be two business days, during which time Developer shall cease all operations upon the Property except, in the case of imminent harm, those operations dedicated to curing such condition;

d. Untrue Representations and Warranties. Any representation or warranty made by Developer in this Agreement, or any document or financial statement delivered by Developer pursuant to this Agreement, was false in any material respect as of the time when made or given;

e. Abandonment and Delay. Active and visible construction work of any portion or phase of the Project is not occurring for more than 30 consecutive days or a total of 90 days during the entire Project or any Building or if any portion of the Project is damaged by fire or other casualty and is not repaired, rebuilt or replaced as required in this Agreement;

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

g. Change in Control. The majority ownership of Developer is conveyed voluntarily or involuntarily to someone other than Shane C. Swiderski;

h. Cessation of Existence. Developer dissolved or ceased to exist;

i. Fraud and Other Illicit Behavior. Developer or any person having an ownership interest of greater than 25% of Developer is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of: (1) fraud; or (2) indecent or illicit behavior that in the determination of the City would threaten the reputation of Developer or Developer's ability to complete the Property according to the requirements of this Agreement or as anticipated; or

j. Default Under Loan Documents. A default occurs on any indebtedness of or loan to Developer or any agreement providing security for such indebtedness.

2. Remedies.

a. Available Remedies. Upon the occurrence of any Default, without further notice, demand or action of any kind by the City, the City may pursue any or all of the rights and remedies available to the City at law and/or in equity and/or under this Agreement against Developer, including without limitation,

(i) Termination. Terminate this Agreement by written notice to Developer;

(ii) Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City resulting from Developer's breach;

(iii) Specific Performance. Sue for specific performance;

(iv) Sue for Damages. Sue for all damages caused by the Default; and/or

(v) Assess. Assess the Project for the total costs of the improvements thereto.

In addition, the City shall have the right to suspend performance of any of its obligations or covenants under this Agreement, including, without limitation, the obligation to make payments to Developer.

b. Remedies Cumulative. All City remedies are cumulative. i.e., no election by the City of one remedy available to the City will preclude the City from exercising any or all other remedies listed above or at law or in equity.

c. No Waiver. No failure or delay on the part the City in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy. Notwithstanding any of the foregoing authorizations, the City shall have no duty or obligation whatsoever with respect to any of the matters so authorized.

d. City's Right to Cure Default. In case of failure by Developer to pay any fees, assessments, charges or taxes arising with respect to the Project or to comply with the terms and conditions of this Agreement, the City may pay such fees, assessments, charges or taxes or take such action as it deems, in its sole discretion, to be necessary to remedy the failure of Developer, and, in that event, the cost thereof shall be payable by Developer to the City upon demand.

e. Interest. Any amount of money owed by one party to the other that is not paid when and as due shall accrue interest from the date due until the date paid at the rate of 12% per annum.

f. Attorney Fees. In any legal proceeding to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to collect the costs and expenses, including, but not limited to attorneys' fees and costs, incurred, whether the same were incurred before, during or in the enforcement of judgment or award resulting from, such legal proceeding. In any such action, the parties shall request that the presiding official make a specific finding as to which of the parties is the prevailing party.

g. Limitation of Damages. Under no circumstances will the City or its elected officials, officers, employees, agents, attorneys, insurers of any of the successors and assigns thereof be liable to Developer or any member, officer, employee, agent, attorney, insurer, surety or any successor or assign of any of the same for any indirect, incidental, consequential, exemplary or punitive damages. The City reserves all rights to the immunity and damage limitations set forth in the Wisconsin Statutes, including in §893.80 thereof.

K. Miscellaneous.

1. Termination of Agreement. Unless otherwise specifically provided, this Agreement shall terminate upon the occurrence of the earlier of: (a) the parties signing an agreement to termination; (b) full payment of the Tax Increment Financing; (c) termination of the TID; and (d) termination under Section B.

2. Assignment. Except as set forth in Section K.3 below, Developer may not assign this Agreement or any of its rights under it without prior written consent of the City, which the City may withhold in its absolute discretion. Any permitted assignment shall be bound by all of the provisions of this Agreement. Nothing shall prevent Developer from establishing an operating entity for the purpose of constructing improvements to or operating the facility, provided Developer first provides the City with evidence satisfactory to the City in its sole discretion, of the ability, including financial ability, of such entity to timely and fully perform all of Developer's obligations and covenants under this Agreement. Any such entity shall construct the improvements and operate the facility in accordance with all provisions of this Agreement.

3. Collateral Assignment. Developer may assign its rights and obligations under this Agreement to a lender or lenders, solely for purposes of providing collateral security for a loan issued to Developer for the purposes of the construction and development of the Project. Any such assignment shall be contingent upon, or become effective only following, an event of default Developer under the terms of the loan. So long as Developer has notified the City of the identity and contact information for its lender, the City will use reasonable efforts to notify Developer's lender of any Event of Default by Developer hereunder. Any such assignment shall be of the right to receive payments on the City Contribution only, and no such assignment shall relieve Developer of any of its obligations to the City hereunder.

4. Governing Law. This Agreement has been entered into and will be governed by the laws of the State of Wisconsin, without regard to conflict of laws principles.

5. Exclusive Venue. The exclusive venue for any legal proceeding involving the interpretation or enforcement of this Agreement shall be the circuit court for Door County, Wisconsin, the parties acknowledging that the exclusive venue is the most convenient and appropriate venue or all possible venues.

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

7. Authority to Execute Agreement. Each of the individuals signing this Agreement represents and warrants to the other party that such individual has been duly authorized to execute this Agreement on behalf of the party they purport to represent.

8. Waiver. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Developer, and then only to the extent specifically set forth in writing.

9. Survival. All agreements, representations, warranties, covenants, liabilities and obligations made or imposed in this Agreement or in any document delivered pursuant to this Agreement shall survive the execution and delivery of this Agreement. Any provision in this Agreement that has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but, unless expressly waived in writing, shall survive such transfer of possession and be in force and effect until performed.

10. Notices. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or one day following deposit with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, air bill prepaid, or (iii) upon transmission by e-mail, provided (a) the sender does not receive a transmission failure message and (b) if the email is sent after 5:00 p.m. Central Time, it shall be deemed received on the next business day, i.e., a day on which the City is open for business. Each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other of a change of address:

If to Developer: S.C. Swiderski, LLC
Attention: Kortni Wolf
401 Ranger Street
Mosinee, WI 54455
Email: kwolf@scswiderski.com

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

With a copy to: City of Sturgeon Bay Community Development Dept
421 Michigan Street
Sturgeon Bay, WI 54235
Attn: Marty Olejniczak
Email: molejniczak@sturgeonbaywi.org

With a copy to: Davis & Kuelthau
318 S. Washington St, Suite 300
Green Bay, WI 54301
Attention: James M. Kalny
Email: jkalny@dkattorneys.com

11. Entire Agreement. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof.

12. Severability. Any provision of this Agreement that is determined to be unenforceable shall be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement.

13. No Joint Venture. Nothing in this Agreement or any other documents executed pursuant to this Agreement, shall be construed as creating a partnership or joint venture between the City and Developer or between the City and any other person, or cause the City to be responsible in any way for the debts or obligations of Developer or any other person. Developer shall not make any assertion inconsistent with this paragraph.

14. Time of the Essence. Time is of the essence of each and every obligation or agreement contained in this Agreement.

15. Force Majeure. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means delays beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, the actions of any other party in this Agreement, strikes, labor disputes, epidemic, pandemic, government restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency (each, a "Force Majeure Event"). The foregoing notwithstanding, extension of time under this Section K.15 shall not continue for a period of 90 days in the aggregate for all Force Majeure Events without the written consent of the other party, which in the case of the consent of the City, may be withheld in the City's sole discretion.

16. Headings. The headings in this Agreement are for reference only and are not intended to modify any of the terms and conditions of this Agreement.

17. No Construction Against Drafter. This Agreement is the product of negotiation between the parties hereto and no term, covenant or provision herein or the failure to include a

term, covenant or provision shall be construed against any party hereto solely on the basis that one party or the other drafted this Agreement or any term, covenant or condition contained herein.

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

19. Counterparts and Signatures. This Agreement may be signed in counterparts. Except as may be required for purposes of recording, photocopied, electronic and facsimile signatures shall have the same effect as original signatures.

[Signature pages follow]

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

CITY OF STURGEON BAY, WISCONSIN

By: _____
David J. Ward, Mayor

Attest: _____
Stephanie L. Reinhardt, City Clerk

STATE OF WISCONSIN)
)ss.
DOOR COUNTY)

Personally appeared before me this ____ day of _____, 2021, the above-named David J. Ward the Mayor of the City of Sturgeon Bay, Wisconsin, to me known to be the mayor of that city and the person who executed the foregoing agreement on behalf of the City and by its authority.

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

STATE OF WISCONSIN)
)ss.
DOOR COUNTY)

Personally appeared before me this ____ day of _____, 2021, the above-named Stephanie L. Reinhardt, the Clerk of the City of Sturgeon Bay, Wisconsin, to me known to be the clerk of that city and the person who executed the foregoing agreement on behalf of the City and by its authority.

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

*Second signature page to Development Agreement
Sunset Estates – City of Sturgeon Bay/S.C. Swiderski, LLC*

S.C. SWIDERSKI, LLC

By: _____
Nathaniel Popp, Managing Member/COO

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally appeared before me this ____ day of _____, 2021, the above-named Nathaniel Popp, the Managing Member of S.C. Swiderski, LLC, a Wisconsin limited liability company, to me known to be the Managing Member of that limited liability company and the person who executed the foregoing agreement on behalf of that limited liability company by its authority.

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

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