



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA  
TUESDAY, DECEMBER 21, 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 – \$213,117.27, Capital Fund - \$3,229.10, Cable TV - \$1,059.57, TID #4 - \$13,678.10, TID #5 - \$1,300.00, Solid Waste Enterprise Fund - \$17,234.22 and Compost Site Enterprise Fund - \$232.42 for a grand total of \$249,850.68 [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 12/7/21 regular Common Council minutes.

\* b. Place the following minutes on file:

- (1) Sturgeon Bay Utility Commission – 10/12/21
- (2) Community Protection & Services Committee – 11/3/21
- (3) Aesthetic Design & Site Plan Review Board – 11/8/21
- (4) City Plan Commission – 11/29/21
- (5) Finance/Purchasing & Building Committee – 11/30/21
- (6) Personnel Committee – 11/30/21
- (7) Industrial Park Development Review Team – 12/2/21
- (8) Ad Hoc NERR Advisory Committee – 12/10/21
- (9) City Plan Commission – 12/15/21

\* c. Place the following reports on file:

- (1) Fire Department Report – October 2021
- (2) Police Department Report – November 2021
- (3) Bank Reconciliation – November 2021
- (4) Revenue & Expense Report – November 2021

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

- \* e. Personnel Committee recommendation re: Increase starting wages for 16 and 17 year old's to \$14.00 per hour and 18 years and over to \$15.00 per hour not to exceed the budgeted amount of \$19,000 for 2022 budgeted seasonal wages.
  - \* f. Personnel Committee recommendation re: Combine the duties and positions of Water Weed Foreman and Harbor Master and adjust the seasonal foreman hourly wage from \$1.92 per hour to \$3.00 per hour from May 1 through October 31.
  - \* g. Finance/Purchasing & Building Committee recommendation re: Approve the draft Solid Waste and Recycling Management Agreement with GFL Solid Waste Midwest, LLC.
  - \* h. Consideration of: Approval of Appointment of Election Inspectors for 2022-2023.
8. Mayoral Appointments.
  9. Second reading of ordinance re: Section 10.175 of the Municipal Code – Public Consumption Area.
  10. Community Protection & Services Committee recommendation re: Approve changes to the creation of Section 15.094 – Construction of Fences.
  11. First reading of ordinance re: Creation of Section 15.094 – Construction of Fences.
  12. Finance/Purchasing & Building Committee recommendation re: Accept the bid from Custom Fab & Body as presented, in the amount of \$418,855 and declare the 1996 Chevy Step Van will excess equipment as surplus, and allow the use of the sale proceeds to offset the budget overage.
  13. Finance/Purchasing & Building Committee recommendation re: Accept the bid from Custom Fab & Body as presented, in the amount of \$207,828 contingent upon the chassis provided is a RAM 5500 or as close to specific bid requirements and to declare the 2014 Ram Brush Truck with excess equipment as surplus, and allow the use of the sale proceeds to offset the budget overage from the purchase of the Walk-In Ice/Water Heavy Squad #7, and purchase any additional loose equipment required to put the Brush Truck Squad #8 into service.
  14. Resolution re: Relocation Order and Declaration of Necessity - [Acquisition of Street right-of-way for the extension of S. Grant Ave.]
  15. Consideration of: Award of Contract for Project 2201A – Concrete Replacement Program & Project 2201B – Asphalt Replacement Program.
  16. City Administrator report.
  17. Mayor's report.
  18. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date:

12.17.21

Time:

12:00pm

By:

AM

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

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

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

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

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

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

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

RESPECTFULLY,  
MAYOR DAVID J. WARD

REVISED: 6/2/20

CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 12/21/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL FUND				
ASSETS				
USBANK	US BANK	AMAZON CHARGE	01-000-000-16010	17.92
TOTAL ASSETS				17.92
BALLFIELD LIGHTING				
WPPI ENG	WPPI ENERGY	12/21 ATHLETIC LIGHT PROJ	01-000-981-70000	1,365.39
TOTAL BALLFIELD LIGHTING				1,365.39
TOTAL GENERAL FUND				1,383.31
ADMINISTRATION				
USBANK	US BANK	WI CITY/COUNTY MGMNT ASSC DUES	01-120-000-56000	194.07
USBANK		LUNCHEON MEAL EXPENSE	01-120-000-56650	31.43
TOTAL				225.50
TOTAL ADMINISTRATION				225.50
COMPUTER				
04696	DOOR COUNTY TREASURER	11/21 IS INTERNET USAGE	01-125-000-55550	100.00
04696		11/21 4TH QTR SOFTWARE	01-125-000-55550	7,221.96
04696		11/21 1 KASPERSKY LICENSE	01-125-000-55550	35.06
04696		11/21 TECH SUPPORT	01-125-000-55550	2,500.00
04696		11/21 4G INTERNET	01-125-000-55550	375.00
USBANK	US BANK	WYSE THIN CLIENTS	01-125-000-55550	364.61
USBANK		ZOOM	01-125-000-55550	63.99
TOTAL				10,660.62
TOTAL COMPUTER				10,660.62
CITY ASSESSOR				
04696	DOOR COUNTY TREASURER	2021 PROP TAX 1317 SHILOH RD	01-130-000-51910	4,115.56
04696		2021 PROP TAX-HUDSON	01-130-000-51910	1,060.91
TOTAL				5,176.47
TOTAL CITY ASSESSOR				5,176.47
BUILDING/ZONING CODE ENFORCEMT				
DCI	DOOR COUNTY INSPECTIONS, LLC	11/21 PERMITS	01-140-000-55010	5,564.77
TOTAL				5,564.77
TOTAL BUILDING/ZONING CODE ENFORCEMT				5,564.77



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CITY OF STURGEON BAY  
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INVOICES DUE ON/BEFORE 12/21/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
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GENERAL FUND				
MUNICIPAL SERVICES ADMIN.				
03133	CELLCOM WISCONSIN RSA 10	11/21 CHAD CELL SVC	01-145-000-58250	42.49
TOTAL				42.49
TOTAL MUNICIPAL SERVICES ADMIN.				42.49
PUBLIC WORKS ADMINISTRATION				
03133	CELLCOM WISCONSIN RSA 10	11/21 STEVE CELL SVC	01-150-000-58250	32.99
03133		11/21 MIKE CELL SVC	01-150-000-58250	43.99
17700	QUILL CORPORATION	2022 CALENDAR	01-150-000-51950	15.99
17700		ASSORTED OFFICE SUPPLIES	01-150-000-51950	46.56
TOTAL				139.53
TOTAL PUBLIC WORKS ADMINISTRATION				139.53
CITY HALL				
03159	SPECTRUM	11/21 FIRE CABLE SVC	01-160-000-58999	137.37
19880	STURGEON BAY UTILITIES	1317 SHILOH RD	01-160-000-56150	18.07
19880		1317 SHILOH RD	01-160-000-58650	9.83
19880		421 MICHIGAN STREET	01-160-000-56150	2,402.51
19880		421 MICHIGAN STREET	01-160-000-58650	186.65
23730	WPS	1317 SHILOH RD	01-160-000-56600	200.06
USBANK	US BANK	COFFEE MAKER	01-160-000-54999	18.95
TOTAL				2,973.44
TOTAL CITY HALL				2,973.44
GENERAL EXPENDITURES				
04696	DOOR COUNTY TREASURER	11/21 CITY HALL PHONE SVC	01-199-000-58200	49.03
04696		11/21 FIRE PHONE SVC	01-199-000-58200	32.96
04696		11/21 MUNICIPAL PHONE SVC	01-199-000-58200	13.21
04696		11/21 POLICE PHONE SVC	01-199-000-58200	19.82
08167	GANNETT WISCONSIN NEWSPAPERS	PUBLIC HRING NOTICE	01-199-000-57450	43.49
08167		PUBLIC HRING NOTICE	01-199-000-57450	38.77
08167		PUBLIC HRING NOTICE	01-199-000-57450	43.49
08167		PUBLIC HRING NOTICE	01-199-000-57450	22.76
08167		PUBLIC HRING NOTICE 78 W MAPLE	01-199-000-57450	37.59
08167		PUBLIC HRING NOTICE KWIK TRIP	01-199-000-57450	48.22
08167		PUBLIC HRING NOTICE KWIK TRIP	01-199-000-57450	21.07
08167		ORDINANCE 1394	01-199-000-57450	659.74
08167		COMMON COUNCIL MINUTES PUBLISH	01-199-000-57450	132.22
08167		COMMON COUNCIL MINUTES PUBLISH	01-199-000-57450	74.19
08167		COMMON COUNCIL MINUTES PUBLISH	01-199-000-57450	25.40
08167		COMMON COUNCIL MINUTES PUBLISH	01-199-000-57450	42.54
08167		ORDINANCE 1395	01-199-000-57450	711.83
08167		ORDINANCE 1396	01-199-000-57450	54.41
08167		ORDINANCE 1399 & 1400	01-199-000-57450	474.76
STAPLES	WISCONSIN DOCUMENT IMAGING LLC	SERVICE CALL ADMIN COPIER	01-199-000-55650	152.00

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
USBANK	US BANK	HOSTGATOR RENEWAL	01-199-000-51100	203.40
TOTAL				2,900.90
TOTAL GENERAL EXPENDITURES				2,900.90
POLICE DEPARTMENT				
04150	DEJARDIN CLEANERS LLC	LAUNDER SHIRT/PANT-BRNMKAN	01-200-000-56800	8.25
15890	PACK AND SHIP PLUS	PACKAGE MAILING TO GREEN BAY	01-200-000-57250	5.13
15890		EVIDENCE TO CRIME LAB/20012965	01-200-000-57250	12.82
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	DESK PAD CALENDERS	01-200-000-51950	35.60
HENRY	CLINT HENRY	12/21 CLOTHING ALLOWANCE/HENRY	01-200-000-52900	160.99
SPUDE	SARAH SPUDE-OLSON	NOTEBOOKS/PENS REIMBUSE-OLSON	01-200-000-51950	107.70
US BANK	US BANK EQUIPMENT FINANCE	RICOH COPIER 21 OF 48	01-200-000-55650	209.35
US BANK		COPY OVERAGES	01-200-000-55650	111.71
USBANK	US BANK	LODGING TRAINING -HENRY	01-200-000-55600	82.00
USBANK		TRAINING MEAL EXPENSE/HENRY	01-200-000-55600	11.73
USBANK		TRAINING MEAL EXPENSE/HENRY	01-200-000-55600	19.35
USBANK		TRAINING MEAL EXPENSE/HENRY	01-200-000-55600	19.30
USBANK		TACTICAL GEAR/HAJNY	01-200-000-55500	76.83
USBANK		TACTICAL GEAR/HAJNY	01-200-000-55500	109.85
TOTAL				970.61
TOTAL POLICE DEPARTMENT				970.61
PATROL BOAT				
PATROL BOAT				
02206	BAY MARINE	PATROL BOAT MAINTENANCE	01-205-000-58600	202.22
TOTAL PATROL BOAT				202.22
TOTAL PATROL BOAT				202.22
POLICE DEPARTMENT/PATROL				
03133	CELLCOM WISCONSIN RSA 10	CRADELPOINT-PORT SEC CAMERA	01-215-000-58999	52.97
04150	DEJARDIN CLEANERS LLC	LAUNDER SUIT/HOUGAARD	01-215-000-56800	37.27
19880	STURGEON BAY UTILITIES	SUNSET PRK BT LAUNCH	01-215-000-56150	19.63
19880		110 S NEENAH AVE CAMERA	01-215-000-56150	15.43
19880		724 SHORECEST RD CARMERA	01-215-000-56150	14.52
20254	TIP TOP CLEANERS	CSO PATCHES	01-215-000-56800	3.00
21450	THE UNIFORM SHOPPE	UNIFORM SHIRT/GANDER	01-215-000-52900	59.95
DEIBELE	LUKE DEIBELE	HAT/GLOVES REIMBURSE/DEIBELE	01-215-000-52900	41.98
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	INV VEHICLE MAINTENANCE	01-215-000-58600	23.46
JIM FORD		SQUAD 50 MAINTENANCE	01-215-000-58600	126.00
JIM FORD		SQUAD 80 MAINTENANCE	01-215-000-58600	177.23
JIM FORD		SQUAD 10 MAINTENANCE	01-215-000-58600	114.23
JIM FORD		SQUAD 10 MAINTENANCE	01-215-000-58600	61.95
JIM FORD		SQUAD 30 MAINTENANCE	01-215-000-58600	61.66
JIM FORD		SQUAD 60 MAINTENANCE	01-215-000-58600	61.66
JIM FORD		SQUAD 10 MAINTENANCE	01-215-000-58600	344.64

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
JIM FORD		CSO VEHICLE MAINTENANCE	01-215-000-58600	282.64
R0000608	AUTO ZONE, INC	VEHICLE BATTERY/STARTER	01-215-000-58600	303.58
REESEBOD	REESE'S BODY SHOP	2013 FORD ESCAPE REPAIR	01-215-000-58600	799.40
USBANK	US BANK	FUEL	01-215-000-51650	33.55
USBANK		CONFERENCE LODGING/DEIBELE	01-215-000-55600	82.00
USBANK		HOLSTER	01-215-000-52900	42.15
USBANK		BITDEFENDER ANTIVIRUS PROTECTN	01-215-000-52900	73.84
USBANK		BELT LOOP COMBO HOLSTR/DEIBELE	01-215-000-52900	90.72
USBANK		HOLSTERS/ADMIN	01-215-000-52900	226.45
USBANK		4 HOLSTER PADDLE ATTACHMENTS	01-215-000-52900	68.01
TOTAL				3,217.92
TOTAL POLICE DEPARTMENT/PATROL				3,217.92
POLICE DEPT. / INVESTIGATIONS				
ACCURINT	LEXISNEXIS RISK SOLUTIONS	11/21 CONTRACT FEE	01-225-000-57950	105.00
TOTAL				105.00
TOTAL POLICE DEPT. / INVESTIGATIONS				105.00
FIRE DEPARTMENT				
04575	DOOR COUNTY HARDWARE	FASTENERS/EDGE/HANDLE	01-250-000-54999	55.83
04575		BATTERIES	01-250-000-54999	13.99
04575		WEATHERSTRIPING	01-250-000-54999	32.97
04575		HITCH RING/SURGE PROTECT	01-250-000-54999	24.98
04575		ASSORTED SUPPLIES	01-250-000-54999	76.55
04575		CREDIT RETURN	01-250-000-54999	-17.99
04575		GASKET KIT	01-250-000-54999	3.59
04575		VALVE FLUSH	01-250-000-54999	13.99
04575		CREDIT	01-250-000-54999	-13.99
04575		GARBAGE DISPOSAL/TRAP/PUTTY	01-250-000-54999	110.97
04575		EXT TUBE	01-250-000-54999	4.99
16570	PIONEER FIRE COMPANY	SHIPBOARD SUPPLIES/REHAB	01-250-000-55600	885.59
16570		UNIFORMS	01-250-000-52900	508.00
19880	STURGEON BAY UTILITIES	92 E MAPLE STREET	01-250-000-56675	6.22
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	41.66
19880		MEM FLD WARMING HOUSE	01-250-000-56675	49.73
19880		835 N 14TH AVE	01-250-000-56675	49.73
19880		GARLAND PARK	01-250-000-56675	6.22
19880		SUNSET CONSN CNTR	01-250-000-56675	49.73
19880		FRANK GRASSE MEM SHELTER	01-250-000-56675	15.54
19880		OTUMBA PARK	01-250-000-56675	6.22
19880		WEST SIDE WARMING HOUSE	01-250-000-56675	6.22
19880		WEST SIDE FIRE STATION	01-250-000-56675	49.73
19880		WEST SIDE FIRE STATION	01-250-000-56150	150.97
19880		WEST SIDE FIRE STATION	01-250-000-58650	88.34
19880		38 S NEENAH AVE RESTROOM	01-250-000-56675	31.08

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-----				
GENERAL FUND				
19880		WEST SIDE BALLFLD LITES	01-250-000-56675	31.08
19880		GIRLS LITTLE LEAGUE	01-250-000-56675	49.73
19880		FIRE TRAINING SITE	01-250-000-56675	6.22
19880		FIRE TRAINING SITE	01-250-000-56150	14.86
19880		QUINCY ST BALLFLD	01-250-000-56675	49.73
19880		10 PENNSYLVANIA ST	01-250-000-56675	2.00
19880		92 E MAPLE ST DOCK	01-250-000-56675	6.22
19880		1ST AVE MARINA/RESTROOM	01-250-000-56675	49.73
19880		CITY PARKING 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	01-250-000-56675	15.54
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	6 BATTERIES/CORE	01-250-000-53000	750.38
O'REILLY		CORE RETURN	01-250-000-53000	-60.00
O'REILLY		MOUNT TAPE/SILICON	01-250-000-53000	20.21
O'REILLY		GREASE/DRY LUBE	01-250-000-53000	16.48
O'REILLY		CAPSULE	01-250-000-53000	25.64
PSYCHOLO	PSYCHOLOGIE CLINIQUE S.C	PRE EMPLOY ASSESSMNT/NELL	01-250-000-57100	525.00
USBANK	US BANK	MEAL EXPENSE/CHIEF & AC	01-250-000-55600	17.28
USBANK		UNIFORMS	01-250-000-52900	363.60
USBANK		STATION FUEL	01-250-000-51650	34.47
USBANK		CONFERENCE LODGING/DIETMAN	01-250-000-55600	164.00
USBANK		CONFERENCE LODGING/MONTEVIDEO	01-250-000-55600	164.00
USBANK		OFFICE DRY ERASE BOARD	01-250-000-51950	99.84
USBANK		UNIFORM JACKETS	01-250-000-52900	223.52
USBANK		RENTAL VEHICLE	01-250-000-55600	584.12
USBANK		AIRPORT PARKING	01-250-000-55600	34.00
USBANK		HOTEL/DIETMAN	01-250-000-55600	417.40
USBANK		ASSORTED SUPPLIES	01-250-000-54999	35.81
USBANK		MED MASKS	01-250-000-52350	179.10
USBANK		DATA	01-250-000-58250	1,303.74
USBANK		EQUIPMENT REPLACEMENT	01-250-000-58250	4,512.00
WARNER	WARNER-WEXEL LLC	CLEANING SUPPLIES	01-250-000-54999	154.41
TOTAL				12,248.83
TOTAL FIRE DEPARTMENT				12,248.83
LARGE ITEM PICKUP / LEAF COLL				
13655	MONROE TRUCK EQUIPMENT, INC	MARKER LIGHTS	01-311-000-56250	168.06
13655		SHIPPING	01-311-000-56250	7.49
GFLENVIR	GFL ENVIRONMENTAL, INC	1 MICROWAVE	01-311-000-58400	31.85
USBANK	US BANK	2 MESH TARPS @ 32.99	01-311-000-53000	65.98
TOTAL				273.38
TOTAL LARGE ITEM PICKUP / LEAF COLL				273.38
SNOW REMOVAL				
SNOW REMOVAL				
01720	ARING EQUIPMENT COMPANY INC	HOSE	01-410-000-51400	41.80
06012	FASTENAL COMPANY	HARDWARE	01-410-000-51400	66.55
R0000655	TRANSMOTION, LLC	CAPS	01-410-000-51400	20.62

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INVOICES DUE ON/BEFORE 12/21/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
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GENERAL FUND				
SNOW REMOVAL				
SNOW REMOVAL				
R0000655		FITTINGS/HOSE	01-410-000-51400	654.97
TOTAL SNOW REMOVAL				783.94
TOTAL SNOW REMOVAL				783.94
STREET MACHINERY				
04545	DOOR COUNTY COOPERATIVE/NAPA	ANTIFREEZE	01-450-000-53000	137.38
04545		SUPPLIES	01-450-000-53000	87.34
04545		SUPPLIES	01-450-000-53000	8.49
06012	FASTENAL COMPANY	HARDWARE	01-450-000-53000	4.28
ADVAUTO	GENERAL PARTS DISTRIBUTION LLC	SHOP SUPPLIES	01-450-000-53000	83.11
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	BATTERY EXCHANGE-M3	01-450-000-53000	144.95
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	HYD OIL	01-450-000-53000	113.98
QUALITY	QUALITY TRUCK CARE CENTER INC	ELECTRICAL CONNECTORS	01-450-000-53000	43.50
USBANK	US BANK	SWITCH	01-450-000-53000	69.96
TOTAL				692.99
TOTAL STREET MACHINERY				692.99
CITY GARAGE				
19880	STURGEON BAY UTILITIES	SALT SHED	01-460-000-56150	13.39
19880		835 N 14TH AVE	01-460-000-56150	847.94
19880		835 N 14TH AVE	01-460-000-58650	75.59
19959	SUPERIOR CHEMICAL CORP	AIR FRESHNER	01-460-000-54999	65.70
19959		SHIPPING	01-460-000-54999	12.34
USBANK	US BANK	GARAGE DOOR OPENER REMOTE	01-460-000-55300	89.44
TOTAL				1,104.40
TOTAL CITY GARAGE				1,104.40
HIGHWAYS - GENERAL				
19880	STURGEON BAY UTILITIES	808 S DULUTH AVE SIGN	01-499-000-58000	17.37
19880		EGG HRBR RD TRFF LITES	01-499-000-58000	28.13
19880		1025 N 14TH/EGG HRBR TRFF LITE	01-499-000-58000	31.99
19880		2 TRFC WARNING LIGHTS	01-499-000-58000	5.50
19880		10 MADISON AVE WS TRFFC LITES	01-499-000-58000	142.72
19880		342 ORNAMENTAL ST LIGHTS	01-499-000-58000	5,093.57
19880		595 OVERHEAD ST LIGHTS	01-499-000-58000	6,742.46
19880		S LANSING & W WALNUT SIGN	01-499-000-58000	9.55
19880		1ST AVE EAST SIDE DOCK	01-499-000-58000	46.60
19880		OLD HWY RD SIGN	01-499-000-58000	18.05
ROBILLAR	STEVE ROBILLARD	SAFETY BOOT REIMBUSE/ROBILLARD	01-499-000-56800	250.00
TOTAL				12,385.94
TOTAL HIGHWAYS - GENERAL				12,385.94

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INVOICES DUE ON/BEFORE 12/21/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
PARK & RECREATION ADMIN				
03133	CELLCOM WISCONSIN RSA 10	11/21 MIKE CELL SVC	01-500-000-58250	44.00
03133		11/21 CELL SVC	01-500-000-58250	26.00
USBANK	US BANK	PRINTER DRUM	01-500-000-51250	143.49
USBANK		PRINTER RIBBON	01-500-000-51250	54.46
TOTAL				267.95
TOTAL PARK & RECREATION ADMIN				267.95
PARKS AND PLAYGROUNDS				
03025	CAPTAIN COMMODOES INC	PORT A POTTI RENTAL	01-510-000-58999	100.00
19070	SCHARTNER IMPLEMENT INC	LEVER	01-510-000-58600	446.25
19070		SHIPPING	01-510-000-58600	12.00
19240	SERVICE MOTOR CO	BEARING	01-510-000-51900	8.57
19240		CLIP	01-510-000-51900	0.83
19240		DAMPER	01-510-000-51900	96.81
19240		BOLTS	01-510-000-51900	30.00
19880	STURGEON BAY UTILITIES	MICHIGAN ST CHARGING STATION	01-510-000-56150	34.26
19880		MARTIN PARK	01-510-000-56150	32.33
19880		MARTIN PARK RESTROOM	01-510-000-58650	19.27
19880		MEM FLD WARMING HOUSE	01-510-000-56150	71.48
19880		MEM FLD WARMING HOUSE	01-510-000-58650	119.44
19880		GARLAND PARK	01-510-000-56150	13.39
19880		GARLAND PARK	01-510-000-58650	8.00
19880		SUNSET CONSN CNTR	01-510-000-56150	55.47
19880		SUNSET CONSN CNTR	01-510-000-58650	52.16
19880		FRANK GRASSE MEM SHELTER	01-510-000-56150	18.60
19880		FRANK GRASSE MEM SHELTER	01-510-000-58650	11.40
19880		OTUMBA PARK	01-510-000-56150	14.52
19880		OTUMBA PARK	01-510-000-58650	8.00
19880		WEST SIDE WARMING HOUSE	01-510-000-56150	139.49
19880		WEST SIDE WARMING HOUSE	01-510-000-58650	17.76
19880		JAYCEES BALLFLD STAND	01-510-000-56150	13.73
19880		3RD AVE POWER PANEL	01-510-000-56150	16.34
19880		421 MICHIGAN ST FLAG LIGHT	01-510-000-56150	31.11
19880		MEM FLD PRK LOT	01-510-000-56150	13.39
19880		WEST SIDE BALLFLD LITES	01-510-000-58650	18.00
19880		MEM FLD COMPLEX	01-510-000-56150	1,025.16
19880		GIRLS LITTLE LEAGUE	01-510-000-56150	27.00
19880		OTUMBA PK WALKWAY	01-510-000-56150	18.15
19880		QUINCY ST BALLFLD	01-510-000-58650	27.00
19880		SIGN SHED	01-510-000-56150	19.73
19880		SIGN SHED	01-510-000-58650	8.00
19880		CHERRY BLOSSOM	01-510-000-56150	13.39
19880		CHERRY BLOSSOM	01-510-000-58650	11.40
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	AIR FILTER-HOLLAND TRACTOR	01-510-000-51900	17.27
USBANK	US BANK	MEMORIAL PLAQUE	01-510-000-58450	61.18
USBANK		PARK SIGN	01-510-000-52550	101.54
TOTAL				2,732.42
TOTAL PARKS AND PLAYGROUNDS				2,732.42

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INVOICES DUE ON/BEFORE 12/21/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
MUNICIPAL DOCKS				
19880	STURGEON BAY UTILITIES	36 S NEENAH PKG LOT LITES	01-550-000-56150	202.24
19880		38 S NEENAH AVE PAVILLION	01-550-000-56150	6.00
19880		38 S NEENAH AVE PAVILLION	01-550-000-58650	2.00
19880		38 S NEENAH AVE PAVILLION	01-550-000-56150	26.54
19880		38 S NEENAH AVE PAVILLION	01-550-000-58650	8.22
19880		38 S NEENAH AVE RESTROOM	01-550-000-56150	104.81
19880		38 S NEENAH AVE RESTROOM	01-550-000-58650	47.49
DASHAQUA	DASH AQUATIC SERVICES LLC	ANNL INSTALL/REMOVE NAV BUOYS	01-550-000-55350	750.00
DASHAQUA		ANNL INSTALL/REMOVE PIER DNGR	01-550-000-55350	850.00
DASHAQUA		ANNL INSTALL/REMOVE SWIM AREA	01-550-000-55350	850.00
DASHAQUA		CHAIN/HARDWARE REPLACEMENT	01-550-000-55350	384.00
TOTAL				3,231.30
TOTAL MUNICIPAL DOCKS				3,231.30
WATER WEED MANAGEMENT				
SKIPPER	SKIPPER BUDS	SHRINK WRAPPING	01-560-000-51400	862.00
TOTAL				862.00
TOTAL WATER WEED MANAGEMENT				862.00
WATERFRONT PARKS & WALKWAYS				
19880	STURGEON BAY UTILITIES	DC MUSEUM WALKWAY	01-570-000-56150	69.72
19880		DC MUSEUM PRKING LOT	01-570-000-56150	142.73
19880		225 W JUNIPER ST WALKWAY LTS	01-570-000-56150	48.34
19880		JUNIPER ST PARKING LOT	01-570-000-56150	40.11
19880		10 PENNSYLVANIA ST	01-570-000-58650	11.40
19880		48 KENTUCKY ST WTRFRNT	01-570-000-56150	107.61
19880		92 E MAPLE ST DOCK	01-570-000-58650	8.00
19880		1ST AVE MARINA/RESTROOM	01-570-000-56150	69.12
19880		1ST AVE MARINA/RESTROOM	01-570-000-58650	51.40
19880		CITY PARKING RAMP	01-570-000-56150	237.94
19880		48 KENTUCKY ST CITY MARINA	01-570-000-58650	27.00
TOTAL				813.37
TOTAL WATERFRONT PARKS & WALKWAYS				813.37
TOTAL GENERAL FUND				68,959.30
CAPITAL FUND				
ROADWAYS/STREETS				
ANNUAL RESURFACING & BASE REP.				
TRAFFIC	TRAFFIC SAFETY WAREHOUSE	BARREL BASES & PENCIL CONES	10-400-110-59095	1,056.15
TOTAL ANNUAL RESURFACING & BASE REP.				1,056.15
TOTAL ROADWAYS/STREETS				1,056.15

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INVOICES DUE ON/BEFORE 12/21/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAPITAL FUND				
CURB/GUTTER/SIDEWALK				
EXPENSE				
19880	STURGEON BAY UTILITIES	MOVE HYDRANTS N 14TH AVE	10-440-000-59102	2,172.95
TOTAL EXPENSE				2,172.95
TOTAL CURB/GUTTER/SIDEWALK				2,172.95
TOTAL CAPITAL FUND				3,229.10
CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
03159	SPECTRUM	11/21 CB MUSIC SVC	21-000-000-58999	39.57
MANN	MANN COMMUNICATIONS, LLC	INSTALL A/V EQUIPMENT	21-000-000-55015	1,020.00
TOTAL CABLE TV / GENERAL				1,059.57
TOTAL CABLE TV / GENERAL				1,059.57
TOTAL CABLE TV				1,059.57
TID #4 DISTRICT				
TID #4 DISTRICT				
TID #4 DISTRICT				
02130	BAUDHUIN INC	CSM & EASEMENT W WTRFRNT	28-340-000-55001	2,553.00
CEDARCO	CEDAR CORPORATION	WEST WTRFRONT CONSULT ENG	28-340-000-58999	11,125.10
TOTAL TID #4 DISTRICT				13,678.10
TOTAL TID #4 DISTRICT				13,678.10
TOTAL TID #4 DISTRICT				13,678.10
TID #5 DISTRICT				
TID #5 DISTRICT				
TID #5 DISTRICT				
CEDARCO	CEDAR CORPORATION	PHASE 1 ESA SUNSET SCHOOL	29-350-000-59082	1,300.00
TOTAL TID #5 DISTRICT				1,300.00
TOTAL TID #5 DISTRICT				1,300.00
TOTAL TID #5 DISTRICT				1,300.00
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
GFLENVIR	GFL ENVIRONMENTAL, INC	251.41 TN GARBAGE	60-000-000-58300	16,208.42
GFLENVIR		68.80 TN RECYCLE	60-000-000-58350	1,025.80
TOTAL SOLID WASTE ENTERPRISE FUND				17,234.22
TOTAL SOLID WASTE ENTERPRISE FUND				17,234.22
TOTAL SOLID WASTE ENTERPRISE				17,234.22



INVOICES DUE ON/BEFORE 12/21/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
03025	CAPTAIN COMMUNES INC	PORT A POTTI RENTAL	64-000-000-58999	100.00
19880	STURGEON BAY UTILITIES	92 E MAPLE STREET	64-000-000-58999	2.00
19880		1317 SHILOH RD	64-000-000-58999	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		835 N 14TH AVE	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		WEST SIDE WARMING HOUSE	64-000-000-58999	2.00
19880		WEST SIDE FIRE STATION	64-000-000-58999	6.00
19880		38 S NEENAH AVE RESTROOM	64-000-000-58999	4.00
19880		WEST SIDE BALLFLD LITES	64-000-000-58999	4.00
19880		GIRLS LITTLE LEAGUE	64-000-000-58999	6.00
19880		DIVISION RD COMPOST SITE	64-000-000-56150	26.88
19880		FIRE TRAINING SITE	64-000-000-58999	2.00
19880		QUINCY ST BALLFLD	64-000-000-58999	6.00
19880		10 PENNSYLVANIA ST	64-000-000-58999	15.54
19880		92 E MAPLE ST DOCK	64-000-000-58999	2.00
19880		1ST AVE MARINA/RESTROOM	64-000-000-58999	6.00
19880		CITY PARKING 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	64-000-000-58999	2.00
TOTAL COMPOST SITE ENTERPRISE FUND				232.42
TOTAL COMPOST SITE ENTERPRISE FUND				232.42
TOTAL COMPOST SITE ENTERPRISE FUND				232.42
TOTAL ALL FUNDS				105,692.71

**MANUAL CHECKS**

SUPERIOR VISION	\$871.89
12/02/21	
Check # 89552	
12/21 Vision Insurance	
01-000-000-21540	

DELTA DENTAL	\$6,116.82
12/02/21	
Check # 89553	
12/21 Dental Insurance	
Various Departmental Accounts	

EFT GROUP INSURANCE	\$137,169.26
12/2/21	
Check # 89553	
12/21 Health Insurance	
Various Departmental Accounts	

<b>TOTAL MANUAL CHECKS</b>	<b>\$ 144,157.97</b>
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CITY OF STURGEON BAY  
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INVOICES DUE ON/BEFORE 12/21/2021

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

GENERAL FUND	<del>68,959.30</del>	213,117.27
CAPITAL FUND	3,229.10	
CABLE TV	1,059.57	
TID #4 DISTRICT	13,678.10	
TID #5 DISTRICT	1,300.00	
SOLID WASTE ENTERPRISE	17,234.22	
COMPOST SITE ENTERPRISE FUND	232.42	
	-----	
TOTAL --- ALL FUNDS	<del>105,682.71</del>	249,850.68

Helan Bacon 12/14/2021  
Seth W. Wunders 12/14/21

COMMON COUNCIL  
December 7, 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, Williams, Gustafson, Nault, Wiederanders and Reeths were present. Statz was excused.

Williams/Nault to adopt the agenda. Carried.

Hans Christian, 330 N 3<sup>rd</sup> Ave and Chris Kellems, 120 Alabama St spoke during public comment.

Bacon/Wiederanders to approve following bills: General Fund - \$78,314.59, Capital Fund - \$8,388.35, Cable TV - \$5,205.83, TID #3 - \$475.00, TID #4 - \$2,171.15, TID #5 - \$754.00, Solid Waste Enterprise Fund - \$20,333.23, and Compost Site Enterprise Fund - \$217.97 for a grand total of \$115,860.12. Roll call: All voted aye. Carried.

Reeths/Wiederanders to approve consent agenda:

- a. Approval of 11/16/21 regular Common Council minutes.
- b. Place the following minutes on file:
  - (1) Joint Parks & Recreation Committee/Board – 10/27/21
  - (2) Zoning Board of Appeals – 11/9/21
  - (3) Finance/Purchasing & Building Committee – 11/9/21
  - (4) Local Arts Board – 11/10/21
  - (5) Waterfront Redevelopment Authority – 11/10/21
  - (6) Ad Hoc NERR Advisory Committee – 11/12/21
  - (7) Board of Public Works – 11/16/21
- c. Consideration of: Approval of Beverage Operator licenses.
- d. Consideration of: Approval of Class A Beer & Class A Liquor for Coborns, Inc.
- e. City Plan Commission recommendation re: Grant a 1-year extension to Cherryland Properties, LLC for the PUD located at 145 S. Neenah Avenue.
- f. Personnel Committee recommendation re: Changing the current Part-Time City Hall Custodian position to a Full-Time City Hall Maintenance/Custodian position at up to \$25.00 per hour.

Carried.

There were no mayoral appointments.

Williams/Nault to read in title only and adopt the second reading of ordinance re: Section 10.09(1)(b), 10.09(1)(f), and 10.09(5) of the Municipal Code – Unreasonable, Excessive and Unnecessary Noise. Carried.

#### RECOMMENDATION

We, the Community Protection and Services Committee, hereby recommend the Common Council exclude the Downtown Entertainment District from ordinance 10.175 of the Municipal Code - Drinking on Public Property Regulated as follows:

- (1) Except as provided in section 9.01 (9) and to the limited extent necessary to permit the activities authorized by a commercial quadricycle business license under chapter 37, Or the area prescribed as the "Public Alcohol Consumption Area" as defined in the map below. This permanent exception shall last between the hours of 9:00 AM and 10:00 PM, Sunday through Saturday. All alcohol taken for consumption from the premises where it was purchased shall be in non-resealable and non-breakable containers such as metal, paper or plastic and consumed only in the prescribed area. In all other areas, no person shall possess or drink from any open can, bottle or other container containing fermented malt beverage or intoxicating liquor on any public street, sidewalk, alley or other public way in the city.

(2) Except as provided in section 9.01 (9) and to the limited extent necessary to permit the activities authorized by a commercial quadricycle business license under chapter 37, Or the area prescribed as the "Public Alcohol Consumption Area" as defined in the map below. This permanent exception shall last between the hours of 9:00 AM and 10:00 PM, Sunday through Saturday. All alcohol taken for consumption from the premises where it was purchased shall be in non-resealable and non-breakable containers such as metal, paper or plastic and consumed only in the prescribed area. In all other areas, no person shall consume any alcohol or fermented malt beverage which was purchased by the glass or other open container except on the premises of the licensed establishment it was purchased from.

#### COMMUNITY PROTECTION AND SERVICES COMMITTEE

By: Dan Williams, Chr.

Introduced by Williams. Williams/Gustafson to adopt. Carried.

Williams/Gustafson to read in title only the first reading of ordinance re: Section 10.175 of the Municipal Code – Public Consumption Area. Carried.

#### RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the Intergovernmental Agreement for Technical Support Services with the County of Door for the period of January 1, 2022 – December 31, 2022, in the amount of \$50,000.

#### FINANCE/PURCHASING & BUIDLING COMMITTEE

By: Helen Bacon, Chr.

Bacon/Reeths to adopt. Carried.

#### RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to sell the property located at 1048 Egg Harbor Rd, parcel # 281-62-10000106, to Doreen Phillips of Cherry Point Investments, LLC in the amount of \$30,300, with \$20,200 deferred for 3 years which requires \$10,100 due at closing, in addition to the following conditions:

- The deferred payment will be forgiven if the housing development on the adjoining property is built.
- Closing is not to occur until the housing development on the adjoining property is approved, at least the first phase if done in phases.
- Agreement to dedicate the right-of-way for the proposed street in the north part of the adjoining property when requested to do so.

#### FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

Introduced by Bacon. Bacon/Wiederanders to adopt. Carried.

#### RECOMMENDATION

We, the City Plan Commission, hereby recommend approval of the restructured permitted and conditional uses within the Sturgeon Bay Zoning Code as shown in the attached chart of land uses.

#### CITY PLAN COMMISSION

By: David Ward, Chr.

Introduced by Ward. Reeths/Williams to adopt. Carried.

Bacon/Wiederanders to adopt the resolution re: Wisconsin Ready for Reuse Loan and Grant Program. Carried.

The City Administrator gave his report.

The Mayor gave his report.

Nault/Reeths to adjourn. Carried. The meeting adjourned at 7:00 p.m.

Respectfully submitted,

  
Stephanie L. Reinhardt  
City Clerk/HR Director

STURGEON BAY UTILITIES  
Regular Meeting  
October 12<sup>th</sup>, 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, recording secretary Laurie Bauldry and Jeff Hoffman of Suez.

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

Wiederanders/Williams to approve the minutes of the regular Commission meeting held on September 14th, 2021. Motion carried.

Election of Commission Officers was next on the agenda. Fett/Christoferson to nominate Steve Christoferson as Vice President and Gary Nault as Secretary. Ward/Christoferson to nominate Stewart Fett as President, to close nominations and cast a unanimous vote. Motion carried

The Commission proceeded to review the bills for September in the amount of \$2,072,95.61. Fett/Christoferson to approve payment of the bills. Motion carried.

The August 2021 financials were presented. Williams/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 September. 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.

Nault/Wiederanders to adjourn. Motion carried. The meeting adjourned at 12:29 p.m.

Approved for publication:

\_\_\_\_\_  
Stewart Fett

President

Date: \_\_\_\_\_

\_\_\_\_\_  
James Stawicki

General Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Gary Nault

Secretary

Date: \_\_\_\_\_

**COMMUNITY PROTECTION & SERVICES COMMITTEE**  
**November 3, 2021**

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

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

1. Roll Call
2. Adoption of Agenda
3. Approval of Minutes from October 13, 2021
4. Public Comment on Agenda Items
5. Public Hearing: Request from Tracie Hoffmann to operate taxicab in the City of Sturgeon Bay, DBA Moving Violationz, LLC
6. Consideration of: Request from Tracie Hoffmann to operate taxicab in the City of Sturgeon Bay, DBA Moving Violationz, LLC
7. Consideration of: Downtown Entertainment District: Elimination of Open Intoxicant Ordinance 10.175 – Drinking on Public Property Regulated
8. Consideration of: Review of Ordinances for Possible Revision
  - a. Chapter 10.09 – Unreasonably and Excessive Noise
  - b. Fence Ordinance
9. Adjourn

*All Ayes. Carried.*

**Approval of Meeting Minutes**

*Moved by Ald. Reeths, seconded by Ald. Williams to approve the October 13, 2021 minutes. All Ayes. Carried.*

**Public Comment**

None.

**Public Hearing**

A public hearing was called to order at 4:31pm by Chairperson Williams in the Council Chambers, and was closed at 4:32pm. No comments.

**Request to Operate Taxicab**

*Moved by Ald. Williams, seconded by Ald. Reeths approve the request by Tracie Hoffmann to operate a taxicab in the City of Sturgeon Bay, DBA Moving Violationz, LLC, pending obtaining all proper licensing and permits required. All ayes. Carried.*

**Downtown Entertainment District**

It was reported by Chief Henry there have been no issues with open intoxicants allowed in the entertainment district. He suggested to only revisit the ordinance if problems arise.

*Moved by Ald. Reeths, seconded by Ald. Williams to hereby recommend the Common Council exclude the Downtown Entertainment District from ordinance 10.175 of the Municipal Code - Drinking on Public Property Regulated.*



### **Review of Ordinances for Possible Revision**

The purpose of the review process of City of Sturgeon Bay ordinances on file is to determine validity, enforceability, and relevance. After reviewing, if an ordinance needs to be updated it will be discussed then presented to Council.

- Section 10.09 – Unreasonable and Excessive Noise

A draft ordinance was presented.

*Moved by Ald. Reeeths, seconded by Ald. Williams to recommend the Common Council approve the changes to the definition of unreasonable, excessive and unnecessary noise in section 10.09(1)(b), relocate the noise exception permit, and add a definition of commercial area.*

- Fence Ordinance

A draft ordinance was presented.

*Moved by Ald. Williams, seconded by Ald. Reetehts to recommend the Common Council to enact requirements for fences by creating Section 15.094 – Construction of Fences of the City of Sturgeon Bay Municipal Code.*

**Future items:** Discussion regarding Chapter 2 of the Municipal Code, outdoor storage and the sign code.

*Moved by Ald. Reeths, seconded by Ald. Williams, to adjourn the meeting of the Community Protection Services Committee. All ayes. Carried. The meeting was adjourned at 4:57 p.m.*

Respectfully submitted,



Sarah Spude-Olson  
Police Department Office Manager

AESTHETIC DESIGN AND SITE PLAN REVIEW BOARD  
Monday, November 8, 2021

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

**Roll Call:** Members Rick Wiesner, Jon Burk, Kelsey Fox, Dave Augustson, and Mark Struck were present. Excused was Cheryl Frank and Pam Jorns. Also present were City Engineer Chad Shefchik, Community Development Director Marty Olejniczak, Planner/Zoning Administrator Christopher Sullivan-Robinson and Police Assistant Candy Jeanquart.

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

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from October 25, 2021
4. Consideration of: Ground Sign for DC Cooperative located at 938 Egg Harbor Road
5. Consideration of: Kwik Trip Development located at 1567 to 1629 Egg Harbor Road and 1614 to 1636 Alabama Street
6. Adjourn.

All ayes. Carried.

**Approval of minutes from October 25, 2021:** Moved by Mr. Burk, Seconded by Mr. Augustson to approve the minutes with updating the roll call. **All in favor. Carried.**

**Consideration of: Ground Sign for DC Cooperative located at 938 Egg Harbor:** Mr. Sullivan-Robinson stated Door County Cooperative is requesting approval for a 97 square foot, 20-foot-tall multi-tenant ground sign. Four tenant panel and 32 square foot electric message sign just before the base. Located at the side yard setback at 15 feet. The design and location comply with the sign code chapter. Holly is present and Kelsey is on zoom from DC Cooperative.

Mr. Wiesner asked if this project was approved by Council, Mr. Sullivan-Robinson explained it didn't need to be approved by Council just this committee. Mr. Wiesner indicated there are similar signs in the City with landscaping. Mr. Augustson thought the base of the sign didn't need landscaping as it was well designed including the address. Mr. Struck questioned if there are two options, as one diagram indicates a gray background the other indicates a white background. It was verified two options. Holly indicated the second diagram was modified to meet the height dimensions. Mr. Sullivan-Robinson explained the diagram with the opaque background/option B is the one to be approved. Ms. Fox questioned if it's a digital board and how often it can change. Per Holly and Mr. Olejniczak, only the tenants can advertise and per city ordinance changes every 6 seconds. Mr. Wiesner asked what the goal for keeping the sign on, per Holly keep on all the time for more advertising and attention to the business.

Mr. Struck made a motion to approve option B as presented. Seconded by Mr. Burk. All in favor. Carried.

**Consideration of: Kwik Trip Development located at 1567 to 1629 Egg Harbor Rd and 1614 to 1636 Alabama Street:** Mr. Sullivan-Robinson indicated that the site was located between Egg Harbor Road and Alabama Street including seven different parcel numbers. The project included the demolition of the existing structures and construction of a 120x100 single story facility for convenient store/gas station/car wash use including pumping stations. Access included two entry routes on Egg Harbor Road and also Alabama Street. Customer and employee parking are provided on the site along with delivery pad on the west side. From zoning, this project had to go through a conditional use process for the drive thru facilities. Part of approval that was granted by Plan Commission required this committee evaluate the need for a south lane around the back side of the building to redirect larger vehicular traffic to Egg Harbor Road. In addition, Plan Commission required additional screening be added along the east property line between this use and the residential uses toward the east. From City Staff, reviewed the traffic situation from this

property and don't feel a lane from the south side from the property. Storm water management under final review.

Mr. Augustson questioned if a weight limit can be added, per Mr. Sullivan-Robinson not at this time. Mr. Wiesner questioned what needs to be approved. Mr. Sullivan-Robinson indicated overall project in addition to screening off east property line and need for south lane with traffic.

Mr. Troy Mleziva, Real Estate Development Manager for Kwik Trip, explained the property is 4 ½ acres and focused the development more to the center of the property. The front door of the store is facing Egg Harbor Road and secondary entrance on the side. Marketing not as a large truck stop, more towards campers, contractors, and people with trailers however large trucks will be able to maneuver. Back of the building will have car wash attached. The vendors have a loading zone area on the west side of the building. Storm water ponding to the south and west of the building. The building is burgundy and khaki brick with standard seam roof. The site will be curb and gutter with concrete paving. Parking along Egg Harbor Road. Landscape plan has 24 canopy tree, 4 ornamental trees, 16 evergreen trees, 16 evergreen shrubs, 49 deciduous shrubs, and 111 perennials, grasses, vines, etc. Welcomed to add or change any landscaping designs. Multi access site to not overwhelm one entrance, safely get in and out of the site. One sign planned on Egg Harbor Road, northwest portion of site, with landscaping planned around. Also canopy signage and directional signage guiding individuals through the site.

Mr. Sullivan-Robinson stated the lighting are recessed fixtures on a pole that have LED strips under the canopies. Everything is recessed or downward directed, neighbor friendly. Mr. Wiesner asked how snow storage will be handled with the green space, will it be placed on parking spaces. Mr. Mleziva stated with a large snow fall there will be snow removal. Mr. Wiesner questioned if the only area set up for trailers was the diesel area or is there enough space in the main area for a truck with a boat/camper behind it. Mr. Mleziva indicated there will be enough space for them to maneuver and usually those vehicles utilize the end stations. Mr. Wiesner asked if high end premium gas will be sold for boats, Mr. Mleziva confirmed and indicated at multiple fill sites. Mr. Augustson asked if the diesel canopy is by directional and they can access by both ways. Mr. Mleziva stated it would be signed for one direction and if they did go in the wrong direction can filter around back on Alabama and come back in, otherwise there is a bypass lane on the far east. Mr. Wiesner asked direction the diesel pumps are facing if they are one way. Mr. Mleziva explained the entrance from Egg Harbor and pointing towards Alabama when exiting.

Mr. Augustson stated the concern is flow of large semi-truck traffic on Alabama, however believes they would continue to the roundabout on Egg Harbor and then proceed back to that route. Mr. Sullivan-Robinson stated the alternative would be take Alabama to 18<sup>th</sup> Avenue back to Egg Harbor. Mr. Struck expressed this development is not set up as a truck stop, Mr. Mleziva confirmed indicating no showers or lounge. Mr. Mleziva stated grocery truck delivery a day and fuel truck every other day.

Mr. Wiesner questioned cities thoughts on sidewalks for foot traffic in the area of the development. Mr. Shefchik stated at this time no and when reviewing the area prior to this development it was determined low residential and traffic area. Mr. Shefchik indicated there is a 10-foot paved shoulder down Egg Harbor that can be utilized for foot traffic. Mr. Olejniczak indicated not advocating for sidewalk on Alabama at this time being a rural section, however spoke with Kwik Trip regarding installing a sidewalk on Egg Harbor Road at the western side of their lot. Currently the sidewalk ends at Alabama and Egg Harbor road, it's a paved area from the edge of traveled road to the motel and supper club. Not official sidewalk, just pavement. Mr. Mleziva indicated they are happy to work with staff to tie in any area for a walkway/sidewalk. Mr. Olejniczak stated they asked Kwik Trip to install curb cuts for future sidewalks to save time and expense in the future. Mr. Shefchik stated the thought is from the west property line on Egg Harbor Road to their first driveway that would have sidewalk in that section, then through that area there is a 10-foot paved path in the county jurisdiction to connect to.

Mr. Struck questioned the color of the roof, Mr. Mleziva stated a forest green. Mr. Struck asked if all the signage meets requirements, Mr. Sullivan-Robinson confirmed all the signs that required permits meet requirements. Ms. Fox complimented the signage and layout.

Mr. Wiesner asked if the hours are 24/7 inside and out, Mr. Mleziva confirmed and indicated always open. Mr. Mleziva stated middle of the night usually have 2 employees, with responsibilities of cleaning and stocking.

Mr. Burk made a motion to accept as presented. Mr. Augustson seconded with adding sidewalk on west lot line to the first curb. All in favor. Carried.

**Adjourn:** Moved by Mr. Augustson, seconded by Mr. Struck to adjourn. All ayes. Carried. The meeting adjourned at 7:15 p.m.

Respectfully submitted,

Candy Jeanquart  
Police Assistant

## CITY PLAN COMMISSION MINUTES November 29, 2021

A meeting of the City Plan Commission was called to order at 6:00p.m. on November 29, 2021 by Chairperson David J. Ward in the Council Chambers, City Hall, 421 Michigan Street, Sturgeon Bay.

**Roll Call (#1):** Members present: David Ward, Helen Bacon, Jeff Norland, Dennis Statz, Mark Holey, and Debbie Kiedrowski were present. Kirsten Reeths was excused. Also present were Community Development Director Marty Olejniczak, and Administrative Assistant Suzanne Miller.

**Agenda (#2):** Motion was made by Bacon and seconded by Statz to accept the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from October 20, 2021.
4. Public comment on non-agenda Plan Commission related items.
5. Consideration of: Conceptual Planned Unit Development (PUD) for Cherry Point Investments for a multiple-family residential development located at 1048 and 1116 Egg Harbor Road.
6. Update regarding Planned Unit Development (PUD) for Cherryland Properties, LLC located at 145 S. Neenah Avenue.
7. Consideration of: Zoning code amendment to restructure permitted and conditional uses within the various zoning districts.
8. Adjourn.

All ayes. Motion carried

**Approval of minutes from October 20, 2021 (#3):** Motion was made by Norland to approve the minutes from October 20, 2021 and seconded by Kiedrowski. All ayes. Motion carried.

**Public Comment on non-agenda Plan Commission related items (#4):** No citizens presented for public comment.

### **Consideration of conceptual Planned Unit Development (PUD) for Cherry Point Investments for a multiple-family residential development located at 1048 and 1116 Egg Harbor Road (#5).**

Olejniczak described a planned unit development by Cherry Point Investments to construct multiple family dwellings with detached garages on 1116 and 1048 Egg Harbor Road. The developer plans to purchase 1048 Egg Harbor Rd. from the City to use for a long driveway to access the site. Finance Committee has recommended a purchase price. The Council will act on that recommendation on 12.7.21. The site will intersect the future extension of Alabama Place to the north. This project may be an opportunity for the City and Cherry Point Investments to work together to develop additional parcels in the Egg Harbor Road region. The City is considering creation of a tax-increment district (TID) for this region.

**Presentation:** Doreen Phillips, 1634 Rustic Oak Court, Green Bay, representing Cherry Point Investments, described a plan for construction of 60 townhouse type rental units with detached garages, formatted similarly to those at Maritime Heights (Erie and Florida Streets), consisting of two and three-bedroom units with rents ranging from \$825-\$1,025/mo. Construction is planned to begin in spring and units would be built in succession, starting at the Egg Harbor Road end of the development and moving back toward (future) Alabama Place.

**Consideration:** The Commission discussed the following: 1) Traffic concerns related to the close proximity of the proposed entrance off Egg Harbor Road to the entrance to the Tall Pines Estates, directly to the west. 2) Extent to which the proposed driveway is narrow. 3) Configuration of driveway/street connection between the property and Alabama Place to the north. 4) Concern regarding the physical appearance of parking lots directly adjacent to the building. 5) A buffer between the buildings and the single-family homes to the north.

Olejniczak reported the owners of the Tall Pines Estates were contacted regarding the possibility of combining the two drive ways and they did not show interest in the idea. He also reminded the Commission the alternate street access to the north via Alabama Place will aid in reducing traffic at Egg Harbor Road. Redesigned access to the parcels via Egg Harbor Road could be addressed via the region's TID should it be created. Staff would prefer a sidewalk to separate the parking from the

building for a nicer look. Phillips responded the planned parking is located directly adjacent to the building for resident's convenience.

Jeff Halbrook, 2688 Humboldt Road, Green Bay, of Jeffrey Halbrook Construction, stated there is a center turn lane on Egg Harbor Road in front of the entrance to the property that will aid in controlling traffic turning into the driveway.

Olejniczak explained the developer is requesting the Commission approve a combined preliminary/final PUD process, where the presentation by the developer would be followed by a public hearing and a vote by the Plan Commission in a single meeting.

**Recommendation:** Ward made the motion to approve the request by Cherry Point Investments to have the Planned Unit Development (PUD) for a multiple-family residential development located at 1048 and 1116 Egg Harbor Road reviewed under a combined preliminary/final PUD review process. Statz seconded the motion. All ayes. Motion carried.

**Update regarding Planned Unit Development (PUD) for Cherryland Properties, LLC located at 145 S. Neenah Avenue (#6):**

Olejniczak explained per City zoning code, a developer has two years to begin construction of a project in a planned unit development (PUD) zoning district. The Common Council may extend the PUD for up to a year upon written request from the holder and may grant up to three one-year extension. Jeffrey Jahnke submitted a letter requesting the PUD for the mixed-use project at 145 S. Neenah Ave. be extended for an additional year. The PUD is set to expire on April 23, 2022. Staff recommendation is to approve the one-year extension.

The Commission discussed the progress this developer was making on a project on 3<sup>rd</sup> Avenue and understand the developer will move on to the Neenah Avenue project when the work on 3<sup>rd</sup> Avenue is completed.

**Consideration/Recommendation:** Statz made a motion that the Plan Commission make a recommendation to Common Council to grant a one-year extension to Cherryland Properties, LLC for the PUD located at 145 S. Neenah Avenue. Holey seconded the motion. All ayes. Motion carried.

**Consideration of zoning code amendment to restructure permitted and conditional uses within the various zoning districts (#7):**

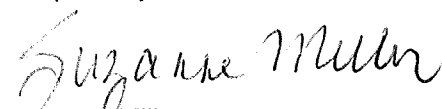
Olejniczak presented the updated chart of permitted and conditional uses for the City's various zoning districts. Use categories were modified to be more inclusive and/or replace outdated terms. A very similar chart was reviewed by the Commission at the September meeting. Notably, the restructuring eliminates the Commercial/Light Manufacturing (C-3) district entirely as it is identical to the General commercial (C-1) district with the exception that light manufacturing and warehousing are allowed as conditional uses. The restructured permitted and conditional uses would add those uses as a conditional use to the C-1 and C-2 districts, allowing the C-3 district to be eliminated.

The Commission discussed what appeared to be the elimination of certain uses, for example art galleries, liquor stores, and ship building, among others. Olejniczak explained, as recommended by the consultant Vandewalle & Associates, such single uses were rolled into broader categories, for example: 1) Art galleries and liquor stores now fall under retail. 2) Ship building now falls under manufacturing.

**Consideration/Recommendation:** Norland moved the Commission make a recommendation to the Common Council to amend the Zoning Code to include the restructured permitted and conditional uses. Statz seconded the motion. All ayes. Motion carried.

**Adjourn (#8):** Holey made the motion to adjourn, which was seconded by Statz. All ayes. The motion carried. The meeting adjourned.

Respectfully submitted,



Suzanne Miller  
Administrative Assistant

**FINANCE/PURCHASING & BUILDING COMMITTEE**  
**November 30, 2021**

A meeting of the Finance/Purchasing & Building Committee was called to order at 4:05 pm by Chairperson Bacon in the Council Chambers, City Hall. Roll call: Alderpersons Bacon, Wiederanders and Williams were present. Also present: Mayor Ward, City Administrator VanLieshout, City Treasurer/Finance Director Clarizio, Community Development Director Olejniczak, and Office Accounting Assistant II Metzger.

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

1. Roll call.
2. Adoption of agenda.
3. Public comment on agenda items and other issues related to finance & purchasing.
4. Consideration of: Creation of Egg Harbor Road Tax Increment District.
5. Consideration of: Sturgeon Bay High School Soccer/Track & Field.
6. Consideration of: Waste Management Contract.
7. Review bills.
8. Adjourn.

Carried.

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

Consideration of: Creation of Egg Harbor Road Tax Increment District:

City Administrator Van Lieshout explained that the City has limited economic “tools” for development. The most common tool for incentives is tax increment. Over the past 5-7 years there has been a lot of growing interest in Egg Harbor Road, including new development to reinvesting of existing properties. The easier properties are being snapped up for development but the more challenging properties are underutilized or vacant. He stated the idea is to create a Tax Increment District on Egg Harbor Road, to capture new investment and incentivize redevelopment of the more difficult properties, in addition, to addressing some of the municipal infrastructure needs which include, transportation connectivity of neighborhoods, storm water management and storm water control. He remarked that Tax Increment Districts are great options to pay for public improvements that are needed to address existing issues and to serve redevelopment opportunities. Community Development Director Olejniczak added that there are a number of planned and potential development projects happening. Yet some properties need financial incentives or infrastructure improvements to be developed. The proposed map presented is not meant to be the final version. The City recently worked with Robert W Baird for the creation of TID 5, therefore with the Committees direction the City is requesting to hire Baird again. The \$6,750 consulting fee is reimbursable by the TID if the TID is adopted. The Committee continued discussions focusing on the boundaries of the TID, properties to include, what projects the TID could support and improvements the TID could finance. Mayor Ward added the proposed map is a good selection, addressing development, housing needs and needed improvements. It was noted that TID 1 will soon be closing.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to proceed with the potential creation of the Egg Harbor Road Tax Increment District and enter into a general consulting services agreement with Robert W. Baird in the amount of \$6,750. Carried.

Consideration of: Sturgeon Bay High School Soccer/Track & Field.

City Administrator VanLieshout explained that in February, the Common Council approved a budget amendment contributing \$10,000 to work with the Sturgeon Bay School District towards a study for the improvement of the jointly owned athletic facilities. The study is completed, the School Board has appointed 3 community members to serve on an Ad Hoc Committee to explore and develop an approach to the project. Mr. VanLieshout stated he would like to bring this concept to the Park and Recreation Committee and have the Committee work with the School Ad Hoc Committee. Chad Shefchik, City Engineer has agreed to serve as the Staff Liaison.

Moved by Alderperson Wiederanders, seconded by Alderperson Williams to accept the Sturgeon Bay High School Soccer/Track & Field study results and place on file, and refer to the Park and Recreation Board for review of the concept plan. Carried.

Consideration of: Waste Management Contract:

City Administrator VanLieshout stated the solid waste materials collected by the City are deliver to the local transfer station on Division Road. The materials are compressed then transferred to Green Bay appropriate processing facilities. The contract with the local transfer station has been in place for years with various operating entities, GFL Environmental is the current operator. The proposed waste management contract is similar to the current agreement. The rate/fee system will continue to be based on a fixed fee, plus a CIP escalator capped at 6%.

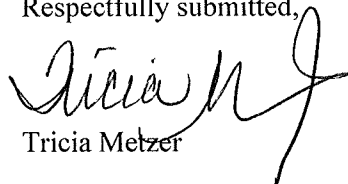
Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to approve the draft solid waste and recycling management agreement with GFL Environmental as presented. Carried.

Review bills

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

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to adjourn. Carried. The meeting 4:53pm.

Respectfully submitted,



Tricia Metzger



PERSONNEL COMMITTEE  
November 30, 2021

A meeting of the Personnel Committee was called to order by Chair Williams at 3:00 p.m. in the Council Chambers. Roll call: Members Williams, Gustafson, and Statz were present.

Gustafson/Statz to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Consideration of: Change Part-Time City Hall Custodian position to Full-Time Maintenance/Custodian Position.
4. Consideration of: Combining Water Weed Foreman & Harbor Master Positions.
5. Consideration of: Increasing Seasonal Employee Wage.
6. Consideration of: Performance Evaluation Process.
7. Adjourn.

Carried.

Gary Nault, 711 Hickory Street spoke on agenda items.

Staff summarized the need to change the part time City Hall Custodian to a Full-Time position that included both maintenance and custodial duties. Discussion of salary took place regarding allowing a range for the hourly position to be used depending on the applicant's qualifications. Williams/Statz to change the current Part-Time City Hall Custodian position to a Full-Time City Hall Maintenance/Custodian position at up to \$25.00 per hour. Carried.

Discussion took place regarding combining the water weed foreman and Harbor Master positions. Municipal Services Director Barker summarized that there is currently an employee of DPW that runs the water weed operations. By combining the two positions for the months of May through October, it would streamline the operations of both positions and allow the Director more time to focus on higher level issues. Gustafson/Statz to combine the duties and positions of Water Weed Foreman and Harbor Master and adjust the seasonal foreman hourly wage from \$1.92 per hour to \$3.00 per hour from May 1 through October 31. Carried.

City Administrator VanLieshout and Municipal Services Director Barker summarized the need to increase seasonal wages for DPW employees. Discussion took place regarding the seasonal employee market in Door County, other starting wages for seasonal employees in Sturgeon Bay and Door County. It was noted that increasing the wages of seasonal employees while staying within the current budgeted amounts was important. Some discussion took place on how to retain seasonal employees year after year. Statz/Gustafson to increase the starting wages for 16 and 17 year old's to \$14.00 per hour and 18 year and over to \$15.00 not to exceed the budgeted amount of \$19,000 for 2022 budgeted seasonal wages. Carried.

A revised City Administrator performance evaluation was presented for approval. It was noted that the changes included streamlining the process and changing some items to be less subjective. Statz/Gustafson to approve the revised performance evaluation for the City Administrator position. Carried.

Gustafson/Statz to adjourn. Carried. The meeting adjourned at 3:58 p.m.

Respectfully submitted,

  
Stephanie L. Reinhardt  
City Clerk/HR Director

**INDUSTRIAL PARK DEVELOPMENT REVIEW TEAM**

Thursday, December 2, 2021

A meeting of the Industrial Park Development Review Team was called to order at 12:00 p.m. by Chairperson Nault in Council Chambers, City Hall, 421 Michigan Street.

**Roll call:** Members present Alderperson Nault, William Murrock and Steve Jenkins, were present. Sandy Hurley was excused. Also present: Planner/Zoning Administrator Christopher Sullivan-Robinson, Community Development Director Marty Olejniczak, Hatco Representative Jim Tice of Bayland Builders, and Office Accounting Assistant II Tricia Metzger.

**Adoption of Agenda:** Moved by Mr. Murrock, seconded by Mr. Jenkins to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Consideration of: HVAC Project for Hatco Corp. located are 208 E Deck Street.
4. Adjourn.

Carried.

**Consideration of: HVAC Project for Hatco Corp. located at 208 E. Deck Street:**

Planner/Zoning Administrator Christopher Sullivan-Robinson explained that Hatco Corp is requesting approval for an HVAC upgrade project to their main building located at 208 E Deck Street. The project consists of installing 12 new units of various sizes. Based on the plan presented there will be 4 units located off Deck Street. The units are approximately 5 1/2' x 23' and sit on a 32' x 6' concrete pad. The unit panels will be oyster in color.

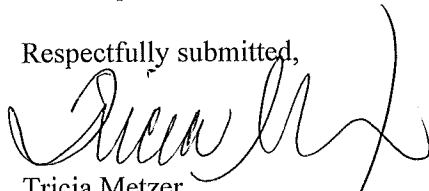
Jim Tice of Bayland Builders representing Hatco added that the company is upgrading the heating system and adding air conditioning. He noted there are existing trees on Deck Street that would function to block a portion of the units, therefore additional screening is not intended unless required by the City.

Mr. Jenkins commented that Deck Street is primarily Hatco the trees help, but they will not screen the units, therefore consideration should be given to screening to soften the look of the units.

Moved by Mr. Jenkins, seconded by Mr. Murrock to approve the HVAC project plan for Hatco Corporation as presented, with the exception of screening the units of Deck Street, and allow Staff to determine the appropriate vegetation screening without coming back to the Committee. Carried.

**Adjourn:** Moved by Mr. Jenkins, seconded by Mr. Murrock to adjourn. Carried. The meeting adjourned at 12:10p.m.

Respectfully submitted,



Tricia Metzger  
Office Accounting Assistant II

**Ad Hoc NERR Advisory Committee  
December 10, 2021**

A meeting of the Ad Hoc NERR Advisory Committee was called to order at 9:06 a.m. by Co-Chairperson Oleson at Crossroads at Big Creek.

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

**Adoption of agenda:** Moved by Mr. Peter, seconded by Mr. Holey, 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.

Chris Kellems, 120 Alabama Street spoke during public comment.

**Consideration of: UWGB NERR Update:**

The UWGB NERR Site Evaluation Committee has not sent out the criteria for the NERR. UWGB leadership mentioned to Mayor Ward that UWGB has started a general fund raising effort for the NERR with a \$1.5 million target.

**Consideration of: Prospectus and Video Update:**

Committee Members are continuing to update the shared google docs file, however details for each bullet point of the prospectus will continue to hold until the criteria are received from the UWGB NERR Site Evaluation Committee.

**Consideration of: Outreach Strategy Update:**

A meeting with Dan Tjernagel, Sturgeon Bay School Superintendent, will be held on December 22<sup>nd</sup>. Mr. Tjernagel has staff members who would like to have a roll in the NERR if Sturgeon Bay is selected as a site. He has also offered to be the contact with the other school districts in Door County.

Mr. Jenkins has the necessary information on positions for the NERR and will be sharing with the Ad Hoc Committee soon.

Mayor Ward gave an update at Common Council this past week and plans to have an interview on WDOR Radio for outreach to the general public on the UWGB NERR.

With the help from Door County Community Foundation, the fundraising committee has an electronic packet which lays out how potential donors can be approached and information on the functions of the

NERR. The committee has already received pledges from individuals and a substantial pledge from a donor. Potential donors were discussed.

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

Respectfully submitted,

A handwritten signature in blue ink that reads "Laurie Spittlemeister". The signature is written in a cursive, flowing style.

Laurie Spittlemeister,  
Deputy Clerk/Treasurer

**CITY PLAN COMMISSION MINUTES**  
**December 15, 2021**

A meeting of the City Plan Commission was called to order at 6:00p.m. on December 15, 2021 by Chairperson David J. Ward in the Council Chambers, City Hall, 421 Michigan Street, Sturgeon Bay.

**Roll Call (#1):** Members present: David Ward, Helen Bacon, Jeff Norland, Dennis Statz, Mark Holey, and Debbie Kiedrowski. Commission member Kirsten Reeths was excused. Also present were Community Development Director Marty Olejniczak, and Administrative Assistant Suzanne Miller.

**Agenda (#2):** Motion was made by Statz and seconded by Norland to accept the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from November 29, 2021.
4. Public comment on non-agenda Plan Commission related items.
5. Consideration of: Resolution regarding Relocation Order and Declaration of Necessity for the extension of S. Grant Avenue.
6. Adjourn.

All ayes. Motion carried

**Approval of minutes from November 29, 2021 (#3):** Motion was made by Holey to approve the minutes from November 29, 2021 and seconded by Bacon. All ayes. Motion carried.

**Public Comment on non-agenda Plan Commission related items (#4):** No citizens presented for public comment.

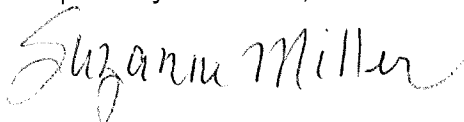
**Consideration of Resolution regarding Relocation Order and Declaration of Necessity for the extension of S. Grant Avenue (#5):** Bacon made a motion to recommend approval of the Resolution. The motion was seconded by Statz.

Olejniczak explained it is time to make the street connection to provide alternative access to the properties along S. Grant Avenue by extending Grant Avenue to Sawyer Drive through land that is zoned residential. The Relocation Order and Declaration of Necessity is one of the procedural steps to acquire the right-of-way via eminent domain. The Commission discussed the following: 1) Whether there may be further discussion with the landowner to acquire the land without the exercise of eminent domain. 2) The timeline for land acquisition and road construction. 3) How the extension affects Sawyer Drive, which is in the Town of Nasewaupee.

Ward called a vote on the recommendation to the Common Council to approve the Resolution of Relocation Order and Declaration of Necessity for the extension of S. Grant Avenue. All Ayes. The motion carried.

**Adjourn (#6):** Kiedrowski made the motion to adjourn, which was seconded by Holey. All ayes. The motion carried. The meeting adjourned at 6:08pm.

Respectfully submitted,



Suzanne Miller  
Administrative Assistant



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 OCTOBER 2021 FIRE REPORT

OCTOBER INCIDENTS: 140  
2021 TOTAL INCIDENTS: 1,382

#### INCIDENTS BY JURISTDICTION:

CITY - East Side: 100 Year to Date: 905

84 – Medical Incident  
01 – Smoke Scare/Odor of Smoke  
01 – Search for Person on Land

03 – Vehicle Accident  
01 – Watercraft Rescue  
01 – Gas/Flammable Liquid Spill

#### AVERAGE RESPONSE TIME:

EMERGENT: 3.52 Minutes NON-EMERGENT: 4.48 Minutes

02 – Carbon Monoxide Incident  
07 – Alarm/Detector Activation, No Fire

CITY - West Side: 30 Year to Date: 328

22 – Medical Incident  
02 – Gas/Flammable Liquid Spill

01 – Carbon Monoxide Incident  
02 – Public Service

EMERGENT: 3.28 Minutes NON-EMERGENT: 4.11 Minutes

02 – Alarm/Detector Activation, No Fire  
01 – Assist Law Enforcement/Govt Agency

Town of Sevastopol: 05 Year to Date: 84

03 – Vehicle Accident

EMERGENT: 10.07 Minutes  
02 – Alarm/Detector Activation, No Fire

NON-EMERGENT: 13.25 Minutes

Town of Sturgeon Bay: 04 Year to Date: 47

02 – Medical Incident

EMERGENT: 6.24 Minutes  
02 – Vehicle Accident

NON-EMERGENT: 10.23 Minutes

#### MUTUAL AID/MABAS INCIDENTS

Southern Door: 0 Year to Date: 09

Brussels, Union, Gardner: 01 Year to Date: 05  
01 – Camper Fire

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>175</u>	<u>20</u>	<u>0</u>	<u>265.45</u>
Inspections – Town of Sevastopol:	<u>01</u>	<u>01</u>	<u>0</u>	<u>2.53</u>
Inspections – Town of Sturgeon Bay:	<u>01</u>	<u>01</u>	<u>0</u>	<u>.87</u>
Inspections – Town of Jacksonport:	<u>01</u>	<u>01</u>	<u>0</u>	<u>1.13</u>

Sevastopol Burn Permit:

Permits Issued for Month: 01

Year to Date Permits Issued: 73

## **SPECIAL REPORTS, TRAINING, AND MAINTENANCE**

### **MAINTENANCE:**

Firefighters conducted maintenance and repairs on SCBA units, along with replacing batteries on all heads up displays (HUD); worked on repairing the light tower on Squad 1; cleaned the westside vent fan; replaced the brakes and drums on Tender 3; repaired door switches on Squad 1 and replaced an airline to Engine 6.

### **TRAINING:**

430.5 hours of training was conducted in October. Firefighters trained with driver/operator procedures; live fire attack; mayday procedures downed FF/CPR; confined space rescue; basement fire procedures; vent-enter-isolate-search techniques, Chief Dietman and AC Montevideo attended a 3-day WI Chiefs Education Conference; 5 firefighters attended fire investigation awareness training at NWTC and three part-time firefighters continued Emergency Medical Responder (EMR) training at NWTC.

### **OTHER:**

Fire Chief and AC attended City and other Town meetings; installed one car seat and conducted CPR/Choking training for Prince of Peace Church & teachers at SB Middle School.





# 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 November, 2021

Date: December 7, 2021

The following is a summary of the Police Department's activities for the month of November 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 19 crimes.

These crimes can be broken down and classified as follows.

Possess Controlled Substance.....	02
Theft.....	05
Fraud / Forgery.....	03
Threats to Injure.....	01
Criminal Damage to Property.....	05
Child Abuse/Neglect.....	01
Death Investigation.....	01
Sex Offense.....	01
<b>TOTAL 19</b>	

## Arrests

The Department completed a total of 85 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
<b>TOTAL 02</b>	

### B. Misdemeanor Crime Arrests

Disorderly Conduct.....	02
Bail Jump.....	01
Resist/Obstruct Officer.....	01
Possess Controlled Substance.....	01
Theft.....	01
<b>TOTAL 06</b>	



Wisconsin Probation & Parole Arrests / Warrant Arrests .....	03
	<b>TOTAL 03</b>

**C. Ordinance Violation Arrests**

Disorderly Conduct with Motor Vehicle .....	01
Possess Marijuana .....	02
Retail Theft.....	01
Possess Drug Paraphernalia.....	02
	<b>TOTAL 06</b>

**D. Traffic Crime Arrests**

Operate while Intoxicated.....	02
Operate while Revoked.....	02
Ignition Interlock Tampering.....	01
No Valid Driver's License.....	01
Flee / Elude Officer.....	01
	<b>TOTAL 07</b>

**E. Traffic Violation Arrests**

Operate Motor Vehicle while Intoxicated.....	02
Operate Motor Vehicle while Suspended/Revoked.....	05
Speeding.....	15
No Valid Driver's License.....	05
Operate M/V without Insurance.....	07
Seatbelt Violation.....	01
Miscellaneous Violations.....	26
	<b>TOTAL 61</b>

In addition to the preceding arrests, the Department conducted a total of 204 traffic stops during the month and logged 55 violations for various motor vehicle defects and local ordinances and issued 48 written warnings for those violations. A total of 02 parking tickets were issued for violations throughout the city.

**Traffic Accidents**

The Department during the month investigated a total of 18 vehicle accidents. These accidents are categorized into four types.

A. Motor Vehicle Accidents Involving Fatalities .....	00
B. Motor Vehicle Accidents Involving Injuries.....	00
C. Motor Vehicle Accidents Involving Property Damage .....	18
(greater than \$1,000.00)	
D. Motor Vehicle Accidents Involving Property Damage .....	00
(less than \$1,000.00)	
	<b>TOTAL 18</b>

## Police Service Calls

Department members handled 280 service calls during the month. These calls consist of both citizen requests for police service as described below (240), crimes investigated (19), traffic accidents investigated (18), and Wisconsin Probation and Parole Assists (03).

A. Traffic and Road Incidents.....63

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.....04

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

C. Sick and Injured Persons.....10

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

D. Alarms.....14

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.....10

Investigations by officers of noisy animals, loose animals, animal bites, wild animals and sick, injured or dead animal complaints.

F. Civil Disputes.....08

Arguments between neighbors, landlords and tenants, and family members where no crimes have been committed.

G. Escorts.....02

Transporting citizens, money escorts for area financial institutions, funerals, and for area industry and farming.

H. Citizen Assist .....25

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.....08

Includes assistance to other law enforcement and government agencies.

J. Suspicious Person / Vehicle / Circumstance .....15

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.....04

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 .....03

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 .....97

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 Checks .....17

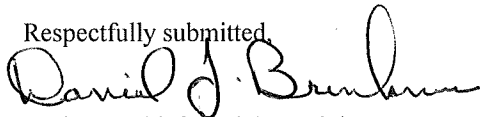
Includes calls to check on the well-being of a person who has not been heard from or seen for a period of time by family, friends, neighbors, or employers.

**TOTAL 240**

**Department Training**

The Joint SWAT Team and Dive Team completed their monthly training. One officer completed a 3-day course on Internet Crimes Against Children Investigations, two officers attended a 2-day training on Peer Support Team and one officer attended a 3-day Detective Academy.

Respectfully submitted,



Assistant Chief Daniel J. Brinkman

# NOVEMBER 2021 BANK RECONCILIATION

## CHECKING ACCOUNTS

	GENERAL FUND		ARPA	
	NICOLET		NICOLET	
PRIOR G/L BALANCE	1,327,808.29		467,599.02	
REVENUE	3,279,390.28		12.30	
DISBURSEMENTS	3,317,761.08		0.00	
AMOUNT IN TRANSIT	7,755.51		0.00	
ADJUSTMENTS	10,037.45		0.00	
ENDING BALANCE	1,291,719.43		467,611.32	

## INVESTMENT ACCOUNTS

GENERAL/CAPITAL FUND	
INVESTMENTS	
	254,575.38
	665.82
	327.45
	0.00
	0.00
	254,913.75

BANK BALANCE	1,327,726.05	467,611.32
LESS OUTS. CHECKS	36,006.62	0.00
	1,291,719.43	467,611.32

	254,913.75
	0.00
	254,913.75

## SAVINGS ACCOUNTS

	GENERAL FUND		GENERAL FUND		CAPITAL - BUILDING DEBT		CAPITAL PROJECTS		CAPITAL PROJECTS DEBT		TIF #3 CONSTRUCTION		TIF #3 DEBT	
	STATE - #2	NICOLET BANK - NMBI	STATE - #9	STATE - #13	STATE - #15	STATE - #14	STATE - #08							
PRIOR G/L BALANCE	4,876,969.01	20,135.06	6,325.92	2,237,306.27	214,773.45	6,815.33	786,193.16							
REVENUE	2,160,743.68	0.18	0.39	39.53	9.45	0.42	48.95							
DISBURSEMENTS	2,200.00	0.00	0.00	2,057,593.15	84,001.11	0.00	0.00							
AMOUNT IN TRANSIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
ENDING BALANCE	7,036,512.69	20,135.24	6,326.31	179,752.65	130,781.79	6,815.75	786,242.11							
BANK BALANCE	7,036,512.69	20,135.24	6,326.31	179,752.65	130,781.79	6,815.75	786,242.11							

	GENERAL FUND		GENERAL FUND		CAPITAL - BUILDING DEBT		CAPITAL PROJECTS		CAPITAL PROJECTS DEBT		TIF #3 CONSTRUCTION		TIF #3 DEBT	
	STATE - #1	TIF #2 STATE - #3	TIF #2 DEBT 98A&B STATE - #10	TIF #2 AMENDED AREA CONST. - STATE - #06	TIF #2 AMENDED AREA CAP. INT. - STATE - #7	TIF #4 DEBT SVC STATE - #12	TID #4 CONSTRUCTION STATE - #01							
PRIOR G/L BALANCE	453,768.52	13,320.12	3,787,561.62	56,273.70	34.41	76,605.77	174,639.06							
REVENUE	28.25	0.83	235.79	3.50	0.00	4.77	2,210.56							
DISBURSEMENTS	0.00	0.00	1,512.88	0.00	0.00	0.00	16,901.34							
AMOUNT IN TRANSIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
ENDING BALANCE	453,796.77	13,320.95	3,786,284.53	56,277.20	34.41	76,610.54	160,148.28							
BANK BALANCE	453,796.77	13,320.95	3,786,284.53	56,277.20	34.41	76,610.54	160,148.28							

12/7/2021

CITY OF STURGEON BAY  
SUMMARIZED REVENUE & EXPENSE REPORT

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FOR FUND: GENERAL FUND  
FOR 11 PERIODS ENDING NOVEMBER 30, 2021

DEPARTMENT DESCRIPTION	NOVEMBER		FISCAL	ANNUAL	FISCAL		VARI- ANCE
	BUDGET	ACTUAL			BUDGET	ACTUAL	
REVENUES	13,011,245.00	836,321.80	(93.5)	13,011,245.00	13,011,245.00	10,548,958.26	(18.9)
GENERAL FUND	13,011,245.00	836,321.80	(93.5)	13,011,245.00	13,011,245.00	10,548,958.26	(18.9)
TOTAL REVENUES	13,011,245.00	836,321.80	(93.5)	13,011,245.00	13,011,245.00	10,548,958.26	(18.9)
EXPENSES	1,165,775.00	1,871.26	99.8	1,290,775.00	1,303,275.00	1,363,379.33	(4.6)
GENERAL FUND	1,165,775.00	1,871.26	99.8	1,290,775.00	1,303,275.00	1,363,379.33	(4.6)
MAYOR	12,885.00	915.02	92.8	12,885.00	12,885.00	10,065.22	21.8
CITY COUNCIL	71,420.00	5,265.09	92.6	71,420.00	71,420.00	57,999.06	18.7
LAW/LEGAL	86,000.00	3,217.50	96.2	86,000.00	86,000.00	67,044.62	22.0
CITY CLERK-TREASURER	450,630.00	35,730.58	92.0	450,630.00	450,630.00	406,008.77	9.9
ADMINISTRATION	180,040.00	14,542.24	91.9	180,040.00	180,040.00	167,111.12	7.1
COMPUTER	121,750.00	3,253.70	97.3	121,750.00	121,750.00	91,152.32	25.1
CITY ASSESSOR	89,708.34	4,916.67	94.5	89,791.66	89,800.00	60,363.90	32.7
BOARD OF REVIEW	1,520.00	0.00	100.0	1,520.00	1,520.00	0.00	100.0
BUILDING/ZONING CODE ENFORCEMENT	104,505.00	8,798.19	91.5	104,505.00	104,505.00	98,322.60	5.9
MUNICIPAL SERVICES ADMIN.	241,535.00	18,583.57	92.3	241,535.00	241,535.00	215,157.06	10.9
PUBLIC WORKS ADMINISTRATION	232,335.00	18,089.91	92.2	232,335.00	232,335.00	206,177.19	11.2
ELECTIONS DEPARTMENT	27,180.00	0.00	100.0	27,180.00	27,180.00	12,872.82	52.6
CITY HALL	165,715.00	10,651.77	93.5	165,715.00	165,715.00	153,153.93	7.5
INSURANCE	288,290.00	10,552.00	96.3	288,290.00	288,290.00	258,503.78	10.3
GENERAL EXPENDITURES	1,472,665.00	1,085.70	99.9	1,472,665.00	1,472,665.00	1,700,339.75	88.4
POLICE DEPARTMENT	472,875.00	45,474.78	90.3	472,875.00	472,875.00	444,164.39	6.0
PATROL BOAT	15,310.00	152.71	99.0	15,310.00	15,310.00	8,351.16	45.4
PARKING ENFORCEMENT	0.00	0.00	0.0	0.00	0.00	0.00	0.0
POLICE DEPARTMENT/PATROL	2,301,730.00	148,725.72	93.5	2,301,730.00	2,301,730.00	2,001,620.71	13.0
POLICE DEPT. / INVESTIGATIONS	294,740.00	10,668.68	96.3	294,740.00	294,740.00	142,079.37	51.7
FIRE DEPARTMENT	2,055,590.00	163,393.69	92.0	2,055,590.00	2,055,590.00	1,817,032.49	11.6
STORM SEWERS	36,110.00	217.46	99.3	36,110.00	36,110.00	28,964.89	19.7
LARGE ITEM PICKUP / LEAF COLL.	53,845.00	27,078.31	49.7	53,845.00	53,845.00	28,988.42	46.1
COMPOST/SOLID WASTE SITE	0.00	0.00	0.0	0.00	0.00	0.00	0.0
STREET SWEEPING	43,675.00	2,606.44	94.0	43,675.00	43,675.00	35,233.57	19.3
WEED ABATEMENT	4,005.00	0.00	100.0	4,005.00	4,005.00	1,352.90	66.2
ROADWAYS/STREETS	241,115.00	8,920.78	96.3	241,115.00	241,115.00	161,163.20	33.1
SNOW REMOVAL	223,000.00	1,815.83	99.1	223,000.00	223,000.00	112,072.56	49.7
STREET SIGNS AND MARKINGS	52,375.00	874.47	98.3	52,375.00	52,375.00	28,832.67	44.9
CURB/GUTTER/SIDEWALK	24,365.00	159.03	99.3	24,365.00	24,365.00	26,404.27	(8.3)
STREET MACHINERY	215,050.00	10,266.97	95.2	215,050.00	215,050.00	134,057.97	37.5
CITY GARAGE	64,590.00	2,109.87	96.7	64,590.00	64,590.00	49,078.70	24.0
CELEBRATION & ENTERTAINMENT	43,020.00	271.39	99.3	43,020.00	43,020.00	33,661.75	21.7
HIGHWAYS - GENERAL	492,000.00	26,789.20	94.5	492,000.00	492,000.00	380,658.48	22.6
PARK & RECREATION ADMIN	104,785.00	7,161.52	93.1	104,785.00	104,785.00	85,148.81	18.7
PARKS AND PLAYGROUNDS	514,830.00	31,700.47	93.8	514,830.00	514,830.00	462,606.66	10.1
BALLFIELDS	29,520.00	0.00	100.0	29,520.00	29,520.00	9,457.02	67.9

7c4.

CITY OF STURGEON BAY  
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: GENERAL FUND  
FOR 11 PERIODS ENDING NOVEMBER 30, 2021

DEPARTMENT DESCRIPTION	NOVEMBER		%	FISCAL		%
	BUDGET	ACTUAL		YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	
EXPENSES						
ICE RINKS	12,130.00	0.00	100.0	12,130.00	12,130.00	40.3
BEACHES	5,400.00	0.00	100.0	5,400.00	5,400.00	95.8
MUNICIPAL DOCKS	48,780.00	95.39	99.8	48,780.00	48,780.00	50.3
WATER WEED MANAGEMENT	86,115.00	470.50	99.4	86,115.00	86,115.00	44.0
WATERFRONT PARKS & WALKWAYS	77,365.00	2,360.85	96.9	77,365.00	77,365.00	2.5
EMPLOYEE BENEFITS	44,700.00	2,245.89	94.9	44,700.00	44,700.00	23.1
PUBLIC FACILITIES	81,000.00	23,607.64	70.8	81,000.00	81,000.00	8.2
BOARDS AND COMMISSIONS	880.00	53.85	93.8	880.00	880.00	50.6
COMMUNITY & ECONOMIC DEVLPMNT	429,460.00	41,909.53	90.2	429,460.00	429,460.00	12.7
TOTAL EXPENSES	12,780,313.34	696,604.26	94.5	12,905,396.66	12,917,905.00	22.8
TOTAL FUND REVENUES	13,011,245.00	836,321.80	(93.5)	13,011,245.00	13,011,245.00	(18.9)
TOTAL FUND EXPENSES	12,780,313.34	696,604.26	94.5	12,905,396.66	12,917,905.00	22.8
SURPLUS (DEFICIT)	230,931.66	139,717.54	(39.4)	105,848.34	93,340.00	522.7

CITY OF STURGEON BAY  
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: CAPITAL FUND  
FOR 11 PERIODS ENDING NOVEMBER 30, 2021

DEPARTMENT DESCRIPTION	NOVEMBER		%	FISCAL		%
	BUDGET	ACTUAL		YEAR-TO-DATE BUDGET	ANNUAL BUDGET	
REVENUES	2,729,375.00	(509,469.57)	(118.6)	2,729,375.00	2,729,375.00	(14.5)
PATROL						
TOTAL REVENUES	2,729,375.00	(509,469.57)	(118.6)	2,729,375.00	2,729,375.00	(14.5)
EXPENSES						
CITY CLERK-TREASURER	0.00	0.00	0.0	0.00	0.00	0.0
ADMINISTRATION	0.00	0.00	0.0	0.00	0.00	0.0
COMPUTER	29,500.00	0.00	100.0	29,500.00	29,500.00	50.8
CITY ASSESSOR	5,000.00	0.00	100.0	5,000.00	5,000.00	100.0
MUNICIPAL SERVICES ADMIN.	0.00	0.00	0.0	0.00	0.00	0.0
ELECTIONS	0.00	0.00	0.00	0.00	0.00	0.0
CITY HALL	454,583.34	12,704.08	97.2	600,416.66	615,000.00	43.8
GENERAL EXPENDITURES	4,070.00	72,034.35	(1669.8)	4,070.00	4,070.00	(935.3)
POLICE DEPARTMENT	0.00	0.00	0.0	0.00	0.00	0.0
PATROL BOAT	0.00	0.00	0.0	0.00	0.00	0.0
POLICE DEPT. / INVESTIGATIONS	238,735.00	876.33	99.6	238,735.00	238,735.00	44.5
FIRE DEPARTMENT	0.00	0.00	0.0	0.00	0.00	0.0
STORM SEWERS	34,800.00	0.00	100.0	34,800.00	34,800.00	(101.3)
SOLID WASTE MGMT/REFUSE/RECYC	70,000.00	559.40	99.2	70,000.00	70,000.00	76.1
SOLID WASTE MGMT/SPRING/FALL	0.00	0.00	0.0	0.00	0.00	0.0
ROADWAYS/STREETS	1,090,000.00	3,905.40	99.6	1,090,000.00	1,090,000.00	(11.5)
SNOW REMOVAL	0.00	0.00	0.0	0.00	0.00	0.0
CURB/GUTTER/SIDEWALK	132,500.00	0.00	100.0	132,500.00	132,500.00	(17.8)
CITY GARAGE	15,000.00	0.00	100.0	15,000.00	15,000.00	(10.2)
PARKS AND PLAYGROUNDS	288,430.00	9,608.78	96.6	288,430.00	288,430.00	11.0
BALLFIELDS	0.00	0.00	0.0	0.00	0.00	0.0
ICE RINKS	0.00	0.00	0.0	0.00	0.00	0.0
BEACHES	166.67	0.00	100.0	1,833.33	2,000.00	100.0
MUNICIPAL DOCKS	61,430.00	0.00	100.0	61,430.00	61,430.00	100.0
WATER WEED MANAGEMENT	0.00	0.00	0.0	0.00	0.00	0.0
WATERFRONT PARKS & WALKWAYS	115,000.00	684.00	99.4	115,000.00	115,000.00	69.6
SANITARY & WATER MAIN	0.00	0.00	0.0	0.00	0.00	0.0
PUBLIC FACILITIES	14,910.00	0.00	100.0	14,910.00	14,910.00	100.0
COMMUNITY & ECONOMIC DEVELPMT	0.00	0.00	0.0	0.00	0.00	0.0
TOTAL EXPENSES	2,554,125.01	100,372.34	96.0	2,701,624.99	2,716,375.00	(29.6)
TOTAL FUND REVENUES	2,729,375.00	(509,469.57)	(118.6)	2,729,375.00	2,729,375.00	(14.5)
TOTAL FUND EXPENSES	2,554,125.01	100,372.34	96.0	2,701,624.99	2,716,375.00	(29.6)
SURPLUS (DEFICIT)	175,249.99	(609,841.91)	(447.9)	27,750.01	13,000.00	(9258.4)

CITY OF STURGEON BAY  
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: ARPA -AMERICAN RESCUE PLAN ACT  
 FOR 11 PERIODS ENDING NOVEMBER 30, 2021

DEPARTMENT DESCRIPTION	NOVEMBER BUDGET	NOVEMBER ACTUAL	FISCAL % VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	FISCAL % VARI- ANCE
REVENUES							
ARPA / GENERAL	0.00	12.30	100.0	0.00	0.00	467,611.32	100.0
TOTAL REVENUES	0.00	12.30	100.0	0.00	0.00	467,611.32	100.0



CITY OF STURGEON BAY  
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: CABLE TV  
 FOR 11 PERIODS ENDING NOVEMBER 30, 2021

DEPARTMENT DESCRIPTION	NOVEMBER BUDGET	NOVEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
CABLE TV / GENERAL	123,057.09	34,198.00	(72.2)	148,327.91	150,855.00	188,714.11	25.0
TOTAL REVENUES	123,057.09	34,198.00	(72.2)	148,327.91	150,855.00	188,714.11	25.0
EXPENSES							
CABLE TV / GENERAL	112,625.00	5,245.40	95.3	112,625.00	112,625.00	106,093.48	5.7
TOTAL EXPENSES	112,625.00	5,245.40	95.3	112,625.00	112,625.00	106,093.48	5.7
TOTAL FUND REVENUES	123,057.09	34,198.00	(72.2)	148,327.91	150,855.00	188,714.11	25.0
TOTAL FUND EXPENSES	112,625.00	5,245.40	95.3	112,625.00	112,625.00	106,093.48	5.7
SURPLUS (DEFICIT)	10,432.09	28,952.60	177.5	35,702.91	38,230.00	82,620.63	116.1

CITY OF STURGEON BAY  
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TOURISM FUND  
FOR 11 PERIODS ENDING NOVEMBER 30, 2021

DEPARTMENT DESCRIPTION	NOVEMBER		NOVEMBER		FISCAL	FISCAL		FISCAL	FISCAL	%
	BUDGET	ACTUAL	ACTUAL	VARI- ANCE	YEAR-TO-DATE BUDGET	ANNUAL BUDGET	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE ACTUAL	VARI- ANCE	
REVENUES										
TOURISM COMMITTEE / GENERAL	0.00	0.00	0.00	0.0	0.00	0.00	0.00	0.00	0.0	0.0
TOTAL REVENUES	0.00	0.00	0.00	0.0	0.00	0.00	0.00	0.00	0.0	0.0
EXPENSES										
TOURISM COMMITTEE / GENERAL	0.00	0.00	0.00	0.0	0.00	0.00	0.00	0.00	0.0	0.0
TOTAL EXPENSES	0.00	0.00	0.00	0.0	0.00	0.00	0.00	0.00	0.0	0.0
TOTAL FUND REVENUES	0.00	0.00	0.00	0.0	0.00	0.00	0.00	0.00	0.0	0.0
TOTAL FUND EXPENSES	0.00	0.00	0.00	0.0	0.00	0.00	0.00	0.00	0.0	0.0
SURPLUS (DEFICIT)	0.00	0.00	0.00	0.0	0.00	0.00	0.00	0.00	0.0	0.0

CITY OF STURGEON BAY  
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #2 DISTRICT  
FOR 11 PERIODS ENDING NOVEMBER 30, 2021

DEPARTMENT DESCRIPTION	NOVEMBER BUDGET	NOVEMBER ACTUAL	VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	VARI- ANCE
REVENUES							
TID DISTRICT #2	2,610,230.00	240.12	(99.9)	2,610,230.00	2,610,230.00	4,689,328.21	79.6
TOTAL REVENUES	2,610,230.00	240.12	(99.9)	2,610,230.00	2,610,230.00	4,689,328.21	79.6
EXPENSES							
TID DISTRICT #2	1,976,242.00	1,512.88	99.9	1,976,242.00	1,976,242.00	3,988,835.75	(101.8)
TOTAL EXPENSES	1,976,242.00	1,512.88	99.9	1,976,242.00	1,976,242.00	3,988,835.75	(101.8)
TOTAL FUND REVENUES	2,610,230.00	240.12	(99.9)	2,610,230.00	2,610,230.00	4,689,328.21	79.6
TOTAL FUND EXPENSES	1,976,242.00	1,512.88	99.9	1,976,242.00	1,976,242.00	3,988,835.75	(101.8)
SURPLUS (DEFICIT)	633,988.00	(1,272.76)	(100.2)	633,988.00	633,988.00	700,492.46	10.4

CITY OF STURGEON BAY  
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #1 DISTRICT  
 FOR 11 PERIODS ENDING NOVEMBER 30, 2021

DEPARTMENT DESCRIPTION	NOVEMBER		%	FISCAL		%
	BUDGET	ACTUAL		YEAR-TO-DATE BUDGET	ANNUAL BUDGET	
REVENUES						
TID #1 DISTRICT	941,158.00	28.25	(99.9)	941,158.00	941,158.00	940,577.84
TOTAL REVENUES	941,158.00	28.25	(99.9)	941,158.00	941,158.00	940,577.84
EXPENSES						
TID #1 DISTRICT	888,298.00	0.00	100.0	888,298.00	888,298.00	888,298.43
TOTAL EXPENSES	888,298.00	0.00	100.0	888,298.00	888,298.00	888,298.43
TOTAL FUND REVENUES	941,158.00	28.25	(99.9)	941,158.00	941,158.00	940,577.84
TOTAL FUND EXPENSES	888,298.00	0.00	100.0	888,298.00	888,298.00	888,298.43
SURPLUS (DEFICIT)	52,860.00	28.25	(99.9)	52,860.00	52,860.00	52,279.41

CITY OF STURGEON BAY  
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #3 DISTRICT  
 FOR 11 PERIODS ENDING NOVEMBER 30, 2021

DEPARTMENT DESCRIPTION	NOVEMBER		VARI- ANCE	FISCAL		ANNUAL BUDGET	FISCAL		VARI- ANCE
	BUDGET	ACTUAL		YEAR-TO-DATE BUDGET			YEAR-TO-DATE ACTUAL		
REVENUES									
TID #3 DISTRICT	61,841.00	49.37	(99.9)	61,841.00		61,841.00	61,194.41	(1.0)	
TOTAL REVENUES	61,841.00	49.37	(99.9)	61,841.00		61,841.00	61,194.41	(1.0)	
EXPENSES									
TID #3 DISTRICT	126,796.00	0.00	100.0	126,796.00		126,796.00	119,962.50	5.3	
TOTAL EXPENSES	126,796.00	0.00	100.0	126,796.00		126,796.00	119,962.50	5.3	
TOTAL FUND REVENUES	61,841.00	49.37	(99.9)	61,841.00		61,841.00	61,194.41	(1.0)	
TOTAL FUND EXPENSES	126,796.00	0.00	100.0	126,796.00		126,796.00	119,962.50	5.3	
SURPLUS (DEFICIT)	(64,955.00)	49.37	(100.0)	(64,955.00)		(64,955.00)	(58,768.09)	(9.5)	

CITY OF STURGEON BAY  
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #4 DISTRICT  
 FOR 11 PERIODS ENDING NOVEMBER 30, 2021

DEPARTMENT DESCRIPTION	NOVEMBER BUDGET	NOVEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
TID #4 DISTRICT	1,906,605.34	15.33	(99.9)	1,984,388.66	1,992,167.00	1,300,803.30	(34.7)
TOTAL REVENUES	1,906,605.34	15.33	(99.9)	1,984,388.66	1,992,167.00	1,300,803.30	(34.7)
EXPENSES							
TID #4 DISTRICT	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TID #4 DISTRICT	2,067,848.34	16,901.34	99.1	2,154,181.66	2,162,815.00	1,562,041.41	27.7
TOTAL EXPENSES	2,067,848.34	16,901.34	99.1	2,154,181.66	2,162,815.00	1,562,041.41	27.7
TOTAL FUND REVENUES	1,906,605.34	15.33	(99.9)	1,984,388.66	1,992,167.00	1,300,803.30	(34.7)
TOTAL FUND EXPENSES	2,067,848.34	16,901.34	99.1	2,154,181.66	2,162,815.00	1,562,041.41	27.7
SURPLUS (DEFICIT)	(161,243.00)	(16,886.01)	(89.5)	(169,793.00)	(170,648.00)	(261,238.11)	53.0

CITY OF STURGEON BAY  
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #5 DISTRICT  
 FOR 11 PERIODS ENDING NOVEMBER 30, 2021

DEPARTMENT DESCRIPTION	NOVEMBER BUDGET	NOVEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
EXPENSES							
TID #5 DISTRICT	0.00	0.00	0.0	0.00	0.00	7,750.00	100.0
TOTAL EXPENSES	0.00	0.00	0.0	0.00	0.00	7,750.00	100.0

CITY OF STURGEON BAY  
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: REVOLVING LOAN FUND (STATE)  
 FOR 11 PERIODS ENDING NOVEMBER 30, 2021

DEPARTMENT DESCRIPTION	NOVEMBER BUDGET	NOVEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
REVOLVING LOAN FUND (STATE)	0.00	0.00	0.0	0.00	0.00	1.74	100.0
TOTAL REVENUES	0.00	0.00	0.0	0.00	0.00	1.74	100.0
EXPENSES							
REVOLVING LOAN FUND (STATE)	0.00	0.00	0.0	0.00	0.00	1.74	100.0
TOTAL EXPENSES	0.00	0.00	0.0	0.00	0.00	1.74	100.0
TOTAL FUND REVENUES	0.00	0.00	0.0	0.00	0.00	1.74	100.0
TOTAL FUND EXPENSES	0.00	0.00	0.0	0.00	0.00	1.74	100.0
SURPLUS (DEFICIT)	0.00	0.00	0.0	0.00	0.00	0.00	0.0



CITY OF STURGEON BAY  
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: SOLID WASTE ENTERPRISE  
 FOR 11 PERIODS ENDING NOVEMBER 30, 2021

DEPARTMENT DESCRIPTION	NOVEMBER		%	FISCAL		ANNUAL	FISCAL		%
	BUDGET	ACTUAL		YEAR-TO-DATE	BUDGET		YEAR-TO-DATE	ACTUAL	
REVENUES									
SOLID WASTE ENTERPRISE FUND	1,333,365.00	607,124.71	(54.4)	1,333,365.00	1,333,365.00	1,061,174.01	(20.4)		
TOTAL REVENUES	1,333,365.00	607,124.71	(54.4)	1,333,365.00	1,333,365.00	1,061,174.01	(20.4)		
EXPENSES									
SOLID WASTE ENTERPRISE FUND	638,480.43	273,594.54	57.1	1,276,584.57	1,340,395.00	1,107,353.20	17.3		
TOTAL EXPENSES	638,480.43	273,594.54	57.1	1,276,584.57	1,340,395.00	1,107,353.20	17.3		
TOTAL FUND REVENUES	1,333,365.00	607,124.71	(54.4)	1,333,365.00	1,333,365.00	1,061,174.01	(20.4)		
TOTAL FUND EXPENSES	638,480.43	273,594.54	57.1	1,276,584.57	1,340,395.00	1,107,353.20	17.3		
SURPLUS (DEFICIT)	694,884.57	333,530.17	(52.0)	56,780.43	(7,030.00)	(46,179.19)	556.8		

CITY OF STURGEON BAY  
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: COMPOST SITE ENTERPRISE FUND  
 FOR 11 PERIODS ENDING NOVEMBER 30, 2021

DEPARTMENT DESCRIPTION	NOVEMBER BUDGET	NOVEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
COMPOST SITE ENTERPRISE FUND	15,567.51	(523.98)	(103.3)	131,242.49	142,810.00	109,112.21	(23.5)
TOTAL REVENUES	15,567.51	(523.98)	(103.3)	131,242.49	142,810.00	109,112.21	(23.5)
EXPENSES							
COMPOST SITE ENTERPRISE FUND	5,807.15	21.87	99.6	63,877.85	69,685.00	67,689.74	2.8
TOTAL EXPENSES	5,807.15	21.87	99.6	63,877.85	69,685.00	67,689.74	2.8
TOTAL FUND REVENUES	15,567.51	(523.98)	(103.3)	131,242.49	142,810.00	109,112.21	(23.5)
TOTAL FUND EXPENSES	5,807.15	21.87	99.6	63,877.85	69,685.00	67,689.74	2.8
SURPLUS (DEFICIT)	9,760.36	(545.85)	(105.5)	67,364.64	73,125.00	41,422.47	(43.3)

CITY OF STURGEON BAY  
 SUMMARIZED REVENUE & EXPENSE REPORT

MUNICIPAL REPORT TOTALS  
 FOR 11 PERIODS ENDING NOVEMBER 30, 2021

DEPARTMENT DESCRIPTION	NOVEMBER BUDGET	NOVEMBER ACTUAL	VARI- ANCE	FISCAL		FISCAL	
				YEAR-TO-DATE BUDGET	ANNUAL BUDGET	YEAR-TO-DATE ACTUAL	VARI- ANCE
TOTAL MUNICIPAL REVENUES	22,732,443.94	967,996.33	(95.7)	22,951,173.06	22,973,046.00	21,699,308.53	(5.5)
TOTAL MUNICIPAL EXPENSES	21,150,535.27	1,094,252.63	94.8	22,205,626.73	22,311,136.00	21,338,145.27	4.3
SURPLUS (DEFICIT)	1,581,908.67	(126,256.30)	(107.9)	745,546.33	661,910.00	361,163.26	(45.4)

## BEVERAGE OPERATOR LICENSES

1. Ahlswede, Alexis J.

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

We, the Personnel Committee, hereby recommend to increase the starting wages for 16 and 17 year old's to \$14.00 per hour and 18 year and over to \$15.00 not to exceed the budgeted amount of \$19,000 for 2022 budgeted seasonal wages.

Respectfully submitted,

PERSONNEL COMMITTEE

By: Dan Williams, Chr.

RESOLVED, that the foregoing recommendation be adopted.

Dated: November 30, 2021

\* \* \* \* \*

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

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

## Executive Summary

**Date:** September 9<sup>th</sup>, 2021

**Title:** Increasing Seasonal Employee Wage

**Background:** Over the past three years, the Parks Department has experienced difficulty in hiring seasonal employees. Our current pay scale has seasonal employees under the age of 18 starting at \$11.50 and employees over the age of 18 starting at \$12.50. The City is no longer competitive with our wages in our area. With the few numbers of applicants we cannot be selective in our hiring process. In 2021 we were short four seasonal employees. This ultimately leads to work not being completed or taking much longer than normal.

**Proposal:** I propose increasing the starting wages to \$13.00 and employees over the age of 18 starting at \$14.00.

**Fiscal Impacts:** An increase of \$19,000 if we reach our goal of 22 employees.

**Recommendation:** Staff fully supports and recommends increasing the seasonal employee wage.

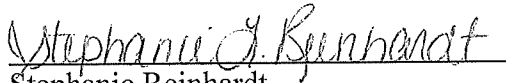
**Prepared By:**



Mike Barker  
Municipal Services Director

**Date:** 17 SEP 2021

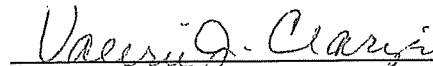
**Reviewed By:**



Stephanie Reinhardt  
Human Resources Director

**Date:** 9/20/21

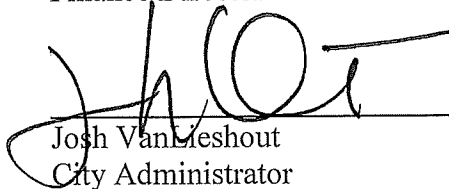
**Reviewed By:**



Valerie Clarizio  
Finance Director

**Date:** 9/20/21

**Reviewed By:**



Josh VanLeshout  
City Administrator

**Date:** 9/20/21

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

We, the Personnel Committee, hereby recommend to combine the duties and positions of Water Weed Foreman and Harbor Master and adjust the seasonal foreman hourly wage from \$1.92 per hour to \$3.00 per hour from May 1 through October 31.

Respectfully submitted,

PERSONNEL COMMITTEE

By: Dan Williams, Chr.

RESOLVED, that the foregoing recommendation be adopted.

Dated: November 30, 2021

\* \* \* \* \*

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

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

## Executive Summary

**Date:** September 14, 2021

**Title:** Combine Water Weed Foreman & Harbor Master Positions

**Background:** We currently have a Municipal Services employee who runs the City of Sturgeon Bay Water Weed Program from June-August. In the month before seasonal foreman pay is activated, he is heavily involved in permitting and ensuring the appropriate notices are distributed. Current Foreman Pay for the three-month period is an additional \$1.92 per hour to his regular pay.

The Harbor Master title is currently held by the Director of Municipal Services. This job consists of making sure the buoys and moorings are installed in the spring and removed in the fall. There are also times when we need to get assistance to reposition buoys that have been dragged off station or have a broken chain.

During the summer, the Director receives numerous calls from residents concerning water weeds. On an average day in 2021 it was typical to spend 1-2 hours per day on the phone fielding these calls. This significantly slowed progress on getting projects completed and decreased oversight on important projects.

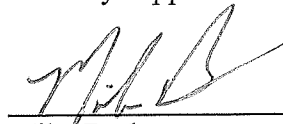
**Recommendation:** It is recommended to combine the duties and positions of Water Weed Foreman and Harbor Master. This will include fielding water weed related phone calls and coordinating all details related to water weeds and harbor master duties. By combining these duties, although it will increase the workload on the current Water Weed Foreman, it will result in more time for the Director of Municipal Services to complete projects and afford more time to oversee important projects.

With the added responsibility of combining these positions, it is recommended to adjust the seasonal foreman hourly wage from \$1.92 per hour to regular hourly pay to \$3.00 per hour to regular pay from May 1 through October 31.

**Fiscal Impacts:** An increased annual expense of \$2,400

**Recommendation:** Staff fully supports the above recommendation.

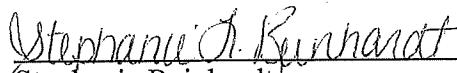
**Prepared By:**



Mike Barker  
Municipal Services Director

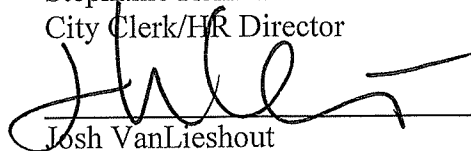
**Date:** 17 SEP 2021

**Reviewed By:**

  
Stephanie Reinhardt  
City Clerk/HR Director

**Date:** 9/20/21

**Reviewed By:**

  
Josh VanLieshout  
City Administrator

**Date:** 9/20/21



RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the draft solid waste and recycling management agreement with GFL Solid Waste Midwest, LLC as presented.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING  
COMMITTEE  
By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: November 30, 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: Waste Management Contract

Date: November 24, 2021

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**Item:** Waste Management Contract

**Discussion:** The City of Sturgeon Bay contracts for the transfer, disposal and recycling of household solid waste and recyclables collected by the City from qualifying residential and commercial properties. The recyclables and solid waste collected are then handled by the vendor and trucked to either a licensed sanitary landfill or materials recovery center for further processing of recyclable materials.

The transfer station owned and operated by GFL is located within the corporate limits of the City of Sturgeon Bay, one other transfer station exists in Door County, at Going Garbage in Sister Bay, the next closest are in Kewaunee and Brown Counties. The transport time and mileage likely make hauling to either of the other transfer stations impractical for the cost-effective provision of household waste disposal and recycling.

The terms of the draft agreement are similar to the current. The redline document highlights the proposed changes. The rate/fee system as is current will continue to be based on a fixed fee, plus a CIP escalator capped at 6%. This seems consistent with other solid waste and recycling contracts I have dealt with in other communities I have served.

**Recommendation:** Recommend approval of the draft solid waste and recycling management contract with GFL.

**AGREEMENT FOR OPERATION OF TRANSFER/RECYCLING FACILITY,  
TRANSFER OF SOLID WASTE AND RECYCLABLE MATERIALS.**

This Agreement (Agreement) is made on this day of ~~Dec 31~~, 2012 this        day of       , 2021 by and between GFL Solid Waste Midwest, LLC (GFL) Environmental Inc. (GFL) (as successor in interest to ~~Advanced Disposal Services Solid Waste Midwest, LLC [Advanced Disposal]~~) E, E & E LLC (Estes) the successor to ~~Waste Management of Wisconsin, Inc. (Waste Management)~~ and the City of Sturgeon Bay, a municipal corporation (City).

**RECITALS**

WHEREAS, in 2002 the City and Waste Management of Wisconsin, Inc. (Waste Management) entered into a contract (Contract) to provide for the sale of the Transfer Station/Recycling Facility (Facility) located at 1509 Division Road, Sturgeon Bay, Wisconsin to Waste Management and for Waste Management's operation of the Facility including the transfer of solid waste and recycled materials from that Facility; and

WHEREAS, ~~the City had entered into a lease with Door County on August 1, 1992 regarding the Facility and at the time of sale the City assigned this lease to Waste Management; and~~

WHEREAS, Waste Management operated the Facility until August 2, 2007 when it sold the Facility to E, E & E, LLC (Estes) and assigned its rights and duties under the Contract to Estes; and

WHEREAS, Estes operated the Facility until April 30, 2015 when it sold the Facility to Advanced Disposal Services Solid Waste Midwest, LLC (Advanced Disposal) and assigned its rights and duties under the Contract, as restated December 31, 2012 (2012 Contract), to Advanced Disposal; and

WHEREAS, Advanced Disposal operated the Facility until October 30, 2020 when it sold the Facility to GFL and assigned its rights and duties under the 2012 Contract to GFL; and

WHEREAS, GFL has continued to operate the Facility pursuant to the terms of the 2012 Contract; and

WHEREAS, the parties desire to restate the 2012 Contract,

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the parties agree as follows:



## 1. SCOPE OF WORK AND TERMINATION OF PRIOR CONTRACT

- A. Estes GFL shall be solely responsible for the operation of the Facility and shall transfer all solid waste delivered by or on behalf of the City from the Facility to a licensed landfill or other licensed facility for disposal and shall process all recyclables delivered by or on behalf of the City or hauled by GFL from City property to the Facility and shall be responsible for marketing the same.
- B. Upon execution of the Agreement, the 2012 Contract is hereby terminated except to the extent that there are any payments under the prior Contract which remain unpaid. The party entitled to payment may pursue collection of the same.

## 2. TERM

This Agreement shall commence upon January 1, 2022 ~~the date and year first above written~~ and shall continue through ~~December 31, 2022~~ December 31, 2031. However, 6 months prior to the expiration of this Agreement, either party interested in extending this Agreement shall give written notice of such interest to the other party. Within 60 days thereafter, the other party shall respond concerning its interest to extend this Agreement. This Agreement may be extended for any term which the parties mutually agree upon.

## 3. ESTES' GFL's SERVICES AND RESPONSIBILITIES

- A. Site cleanliness. Estes GFL agrees to remove in a timely manner, miscellaneous debris and waste falling or blowing off trucks traveling on Division Road between Clay Banks Road and Shiloh Road in the City so as to keep the area in a clean and trash-free condition. If Estes GFL fails to keep the area in a clean and trash-free condition, the City may provide notice to Estes GFL of its failure to maintain the area in a clean and trash-free condition. If the area has not been returned to a clean and trash-free condition within 24 hours after the City has provided such notice to Estes GFL, the City may cause the cleanup to be done and charge Estes GFL for such service as a special charge for current services under Wis. Stat. §66.0627.
- B. Solid Waste. Estes GFL agrees that it, its successors and assigns will accept all solid waste generated in the City and delivered by or on behalf of the City to the Facility until through December 31, 2032 December 31, 2031.
- C. Recyclables. Estes GFL agrees that it, its successors and assigns will accept recyclables generated in the City and delivered by or on behalf of the City, or

hailed by GFL from City property, to the Facility until through ~~December 31, 2022~~ December 31, 2031. The parties acknowledge that recyclables had been accepted at the Facility in a “dual stream” configuration (containers and fiber); but acknowledge and agree that recyclables may be delivered in a “single stream” configuration.

- D. White Goods. GFL agrees that it, its successors and assigns will accept white good generated in the City and delivered by or on behalf of the City to the Facility through December 31, 2031.
- E. Waste Processing Reporting and Payments. Estes GFL shall provide a monthly report to the City of the amount of solid waste and recyclables processed at the Facility during the previous month with a breakdown as to the ~~amount~~ weight in tons of recyclables and solid waste. Charges for tipping fees to the City shall be separately invoiced itemized. GFL shall provide a separate monthly report to the City of the amount of cardboard recyclables hauled by GFL from City property and processed at the Facility during the previous month with a breakdown as to the weight in tons of those cardboard recyclables and the number of haul fees charged. GFL shall provide a separate monthly report of the quantity, type of item, and per item charges assessed by GFL for waste processed at the Facility in accordance with GFL’s *Per Item Fee* schedule. In addition, payment of royalties as provided elsewhere under this Agreement shall be paid separately and independently from the charges of waste/recyclable processing fees and tipping fees and shall be paid as a revenue rather than deducted as a credit against other outstanding charges.
- F. Licenses and Permits. Estes GFL shall maintain all necessary licenses for the Facility and shall also maintain all necessary licenses required to transfer solid waste from the Facility to a licensed landfill or other licensed disposal facility.
- G. Use of Licensed Disposal Facility. Estes GFL shall transfer all solid waste delivered to the Facility by or on behalf of the City to a licensed landfill or other licensed disposal facility selected by Estes GFL.

#### 4. PAYMENTS

- A. Solid Waste. The City shall pay Estes GFL for all solid wastes delivered to the Facility by or on behalf of the City. Subject to applicable laws, the City will pay a disposal fee in the amount of ~~\$57.46 per ton~~ \$67.25 per ton (the “Disposal Fee”) for each ton of accepted waste that City delivers to Facility during the term. The Disposal Fee is inclusive of all Taxes (as defined below) and in effect as of the ~~date of this Agreement~~ January 1, 2022. For purposes of the Agreement, a “ton” shall mean 2,000 pounds.



- B. Disposal Fee. Beginning on January 1, 2023, the Disposal Fee will shall be increased adjusted annually, on January 1<sup>st</sup> of each year of the Agreement, ~~by the percentage increase, if any, in the Consumer Price Index during the previous twelve-month period.~~ "Consumer Price Index" means the by the change in the Consumer Price Index for All Urban Consumers (CPI-U) – U.S. city average – All items published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 = 100) or, if such index is no longer published by the United States Department of Labor, Bureau of Labor Statistics or its manner of calculation is materially changed, Estes may substitute another index acceptable to Estes as reasonably reflects changes in the purchasing power of the dollar recorded as of the previous July. Such increase shall not be more than 6% in any one year. Annual Disposal Fee increases/decreases shall be calculated on the fee exclusive of Taxes sales or other Taxes .
- C. Change in Taxes, Fees or Surcharges. The Disposal Fee will be increased to the extent of any new or increased federal, state, county, local or other taxes, fees, surcharges or similar charges that are imposed or increased by law, ordinance, regulation, agreement, or otherwise enacted or promulgated after the date of the Agreement and levied upon the acceptance or disposal of acceptable waste or upon the operation of or the activities at the Facility (collectively, "Taxes"), with such increase to be effective as of the effective date of the new or increased Taxes.
- D. Recyclables. The City shall pay Estes GFL for all recyclables delivered to the Facility by or on behalf of the City. Recyclables may be processed in a "single stream" configuration and the parties acknowledge and agree that beginning on January 1, 2022 the rate paid by the City to Estes GFL is \$13.00/ton \$15.72/ton. ~~This fee shall be adjusted annually on January 1, 2013.~~ In addition, beginning on January 1, 2023, this fee shall be adjusted annually, on January 1<sup>st</sup> of each year of the Agreement, and each year thereafter by the change in the Consumer Price Index for All Urban Consumers (CPI-U) – U.S. city average – All items published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 = 100) recorded as of the previous July. Such increase shall not be more than 6% in any one year. Annual fee increases/decreases for recyclables shall be calculated on the fee exclusive of sales or other Taxes.
- E. Recyclable Hauling-Cardboard only. The City shall pay GFL for hauling and replacement of the 20yd. dumpster designated for cardboard only located at 835 N. 14<sup>th</sup> Avenue, Sturgeon Bay. The parties acknowledge and agree that beginning on January 1, 2022 the fee paid by the City to GFL is \$150.00 per haul and replacement and no dumpster rental fee will be paid. In addition, the parties acknowledge and agree that the rate paid by the City to GFL for cardboard hauled is \$15.72/ton. These fees shall be adjusted on January 1, 2023, and annually on



January 1<sup>st</sup> of each year of the Agreement, by the change in the Consumer Price Index for All Urban Consumers (CPI-U) – U.S. city average – All items published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 = 100) recorded as of the previous July. Such increase shall not be more than 6 percent in any one year. Annual fee increases/decreases for recyclables shall be calculated on the fee exclusive of sales or other Taxes.

- a. Cancellation of Recyclable Hauling, Cardboard only. The parties acknowledge and agree the Recyclable Hauling-Cardboard only (4, E., above) clause of the Agreement can be cancelled and service discontinued upon 30 days' notice by either party. Notice shall be served per Notices (#9 below). This cancellation clause applies only to Recyclable Hauling-Cardboard only (4, E., above) and does not apply to the remainder of the Contract. Following the 30 days' notice, the Recyclable Hauling-Cardboard only service is hereby terminated except to the extent that there are any payments which remain unpaid. The party entitled to payment may pursue collection of the same.
- F. White Goods. GFL shall accept all white goods delivered to the Facility by or on behalf of the City. The parties acknowledge and agree the City shall pay GFL a separate fee set by GFL and known as the "Per Item Fee" for each white good item delivered to the Facility.
- G. Royalty. The parties acknowledge and agree that Estes beginning on January 1, 2022, GFL is currently paying will pay the City a royalty in the amount of \$1.08/ton \$1.30/ton for each ton of solid waste processed at the Facility. Such fee shall continue through June 30, 2022 June 30, 2031. Such fee shall also be the responsibility of any successors or assigns of Estes GFL. This fee shall be adjusted on January 1, 2013 January 1, 2023, and annually on January 1<sup>st</sup> of each year of the Agreement, and each January thereafter by the change in the Consumer Price Index for All Urban Consumers (CPI-U) – U.S. city average – All items published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 = 100) recorded as of the previous July. Such increases shall not be more than 6 percent in any one year.

## **5. FLOW CONTROL**

The City represents and warrants that all solid waste and recyclables generated in the city will be delivered by or on behalf of the city to the Facility.

## 6. NON-EXCLUSIVITY

The City acknowledges and agrees that Estes GFL may use the Facility to provide transfer or recycling services to other municipalities and business provided that such expansion of services does not infringe upon the rights of the City hereunder.

## 7. MOST FAVORED NATION CLAUSE

Estes GFL shall at all times offer the City the best rate it offers to any municipality in Door County.

## 8. RIGHT OF FIRST REFUSAL

The City shall have a Right of First Refusal to purchase the property (Property) described in Exhibit A if at any time during the Term of this Agreement Estes GFL receives an acceptable offer to purchase the Property. Upon receipt of an acceptable offer, Estes GFL shall promptly provide a copy and advise the City that GFL intends to accept the offer. The City shall have 30 days from its receipt of the offer to advise Estes GFL if it desires to exercise its Right of First Refusal and purchase the Property at the price and subject to the other relevant terms and conditions stated in the offer. If the City timely exercises its Right of First Refusal, it shall close on the purchase of the Property on the date specified in the offer. If the City fails to exercise its Right of First Refusal within said 30 days, the Right of First Refusal shall become null and void.

## 9. NOTICES

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, or (b) by certified mail, postage prepaid, return receipt requested, or (c) by email, and such notices shall be addressed as follows:

If to GFL: GFL Solid Waste Midwest, LLC Environmental Inc.  
1509 Division Road  
Sturgeon Bay, WI 54235  
Attention: Steven Estes, GFL General Manager

With a copy to:

GFL Environmental Inc.  
3301 Benson Drive, Suite 601  
Raleigh, NC 27609  
Attention: Melissa Bachhuber, VP-US Legal



If to City: City of Sturgeon Bay  
421 Michigan Street  
Sturgeon Bay, WI 54235  
Attention: Josh VanLieshout

or to such other address as either Party may from time to time specify in writing to the other Party. Any notice shall be effective upon delivery.

## **10. MISCELLANEOUS PROVISIONS**

- A. This Agreement shall be binding and inure to the benefit of the parties hereto, their successors, legal representative or assigns.
- B. The Agreement represents the entire agreement of the parties and except as otherwise provided herein supersedes all prior agreements between the parties. This Agreement shall not be modified or amended except by an agreement in writing and signed by each party.
- C. This Agreement shall in all respects be governed and construed with in accordance with the laws of the State of Wisconsin.
- D. As used in this Agreement, solid waste shall include garbage and refuse commonly generated by residential or commercial users but shall not include the following: oil, hazardous wastes [as defined in Wis. Stat. §291.05(2)], tires, sludge, yard waste, trees, batteries, electronic devices [as defined in Wis. Stat. §287.07(5)], or appliances commonly referred to as white goods (as described below). which include, but are not necessarily limited to, stoves, refrigerators, washers, dryers, and freezers for a separate fee set by Estes.???
- E. As used in the Agreement, recyclables shall include containers (aluminum, steel, glass, tin, number 1 and number 2 plastics) and fiber (newsprint, magazines, office paper, and cardboard.)
- F. As used in this Agreement, white goods shall include household appliances (consumer durables made of enamel coated sheet steel), which include, but are not necessarily limited to freon containing appliances (such as refrigerators, freezers, water coolers, window air conditioning units, and dehumidifiers), furnaces, water heaters, washing machines, dryers, stoves/ranges, trash compactors, and microwave ovens.

CITY OF STURGEON BAY

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

By:\_\_\_\_\_

David J. Ward, Mayor

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

By:\_\_\_\_\_

Stephanie Reinhardt, City Clerk

~~E, E & E, LLC~~ GFL Environmental Inc. Solid Waste Midwest, LLC

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

By:\_\_\_\_\_

Steven Estes, GFL General Manager

**AGREEMENT FOR OPERATION OF TRANSFER/RECYCLING FACILITY,  
TRANSFER OF SOLID WASTE AND RECYCLABLE MATERIALS.**

This Agreement (Agreement) is made on this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between GFL Solid Waste Midwest, LLC (GFL) and the City of Sturgeon Bay, a municipal corporation (City).

**RECITALS**

WHEREAS, in 2002 the City and Waste Management of Wisconsin, Inc. (Waste Management) entered into a contract (Contract) to provide for the sale of the Transfer Station/Recycling Facility (Facility) located at 1509 Division Road, Sturgeon Bay, Wisconsin to Waste Management and for Waste Management's operation of the Facility including the transfer of solid waste and recycled materials from that Facility; and

WHEREAS, Waste Management operated the Facility until August 2, 2007 when it sold the Facility to E, E & E, LLC (Estes) and assigned its rights and duties under the Contract to Estes; and

WHEREAS, Estes operated the Facility until April 30, 2015 when it sold the Facility to Advanced Disposal Services Solid Waste Midwest, LLC (Advanced Disposal) and assigned its rights and duties under the Contract, as restated December 31, 2012 (2012 Contract), to Advanced Disposal; and

WHEREAS, Advanced Disposal operated the Facility until October 30, 2020 when it sold the Facility to GFL and assigned its rights and duties under the 2012 Contract to GFL; and

WHEREAS, GFL has continued to operate the Facility pursuant to the terms of the 2012 Contract; and

WHEREAS, the parties desire to restate the 2012 Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the parties agree as follows:

**1. SCOPE OF WORK AND TERMINATION OF PRIOR CONTRACT**

- A. GFL shall be solely responsible for the operation of the Facility and shall transfer all solid waste delivered by or on behalf of the City from the Facility to a licensed landfill or other licensed facility for disposal and shall process all recyclables delivered by or on behalf of the City or hauled by GFL from City property to the Facility and shall be responsible for marketing the same.

- B. Upon execution of the Agreement, the 2012 Contract is hereby terminated except to the extent that there are any payments under the prior Contract which remain unpaid. The party entitled to payment may pursue collection of the same.

## **2. TERM**

This Agreement shall commence upon January 1, 2022 and shall continue through December 31, 2031. However, 6 months prior to the expiration of this Agreement, either party interested in extending this Agreement shall give written notice of such interest to the other party. Within 60 days thereafter, the other party shall respond concerning its interest to extend this Agreement. This Agreement may be extended for any term which the parties mutually agree upon.

## **3. GFL's SERVICES AND RESPONSIBILITIES**

- A. Site cleanliness. GFL agrees to remove in a timely manner, miscellaneous debris and waste falling or blowing off trucks traveling on Division Road between Clay Banks Road and Shiloh Road in the City so as to keep the area in a clean and trash-free condition. If GFL fails to keep the area in a clean and trash-free condition, the City may provide notice to GFL of its failure to maintain the area in a clean and trash-free condition. If the area has not been returned to a clean and trash-free condition within 24 hours after the City has provided such notice to GFL, the City may cause the cleanup to be done and charge GFL for such service as a special charge for current services under Wis. Stat. §66.0627.
- B. Solid Waste. GFL agrees that it, its successors and assigns will accept all solid waste generated in the City and delivered by or on behalf of the City to the Facility through December 31, 2031.
- C. Recyclables. GFL agrees that it, its successors and assigns will accept recyclables generated in the City and delivered by or on behalf of the City, or hauled by GFL from City property, to the Facility through December 31, 2031. The parties acknowledge and agree that recyclables may be delivered in a "single stream" configuration.
- D. White Goods. GFL agrees that it, its successors and assigns will accept white good generated in the City and delivered by or on behalf of the City to the Facility through December 31, 2031.
- E. Waste Processing Reporting and Payments. GFL shall provide a monthly report to the City of the amount of solid waste and recyclables processed at the Facility during the previous month with a breakdown as to the weight in tons of recyclables

and solid waste. Charges for tipping fees to the City shall be itemized. GFL shall provide a separate monthly report to the City of the amount of cardboard recyclables hauled by GFL from City property and processed at the Facility during the previous month with a breakdown as to the weight in tons of those cardboard recyclables and the number of haul fees charged. GFL shall provide a separate monthly report of the quantity, type of item, and per item charges assessed by GFL for waste processed at the Facility in accordance with GFL's *Per Item Fee* schedule. In addition, payment of royalties as provided elsewhere under this Agreement shall be paid separately and independently from the charges of waste/recyclable processing fees and tipping fees and shall be paid as a revenue rather than deducted as a credit against other outstanding charges.

- F. Licenses and Permits. GFL shall maintain all necessary licenses for the Facility and shall also maintain all necessary licenses required to transfer solid waste from the Facility to a licensed landfill or other licensed disposal facility.
- G. Use of Licensed Disposal Facility. GFL shall transfer all solid waste delivered to the Facility by or on behalf of the City to a licensed landfill or other licensed disposal facility selected by GFL.

#### **4. PAYMENTS**

- A. Solid Waste. The City shall pay GFL for all solid wastes delivered to the Facility by or on behalf of the City. Subject to applicable laws, the City will pay a disposal fee in the amount of \$67.25 per ton (the "Disposal Fee") for each ton of accepted waste that City delivers to Facility during the term. The Disposal Fee is inclusive of all Taxes (as defined below) and in effect as of January 1, 2022. For purposes of the Agreement, a "ton" shall mean 2,000 pounds.
- B. Disposal Fee. Beginning on January 1, 2023, the Disposal Fee shall be adjusted annually, on January 1<sup>st</sup> of each year of the Agreement, by the change in the *Consumer Price Index for All Urban Consumers (CPI-U) – U.S. city average – All items* published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 = 100) recorded as of the previous July. Such increase shall not be more than 6% in any one year. Annual Disposal Fee increases/decreases shall be calculated on the fee exclusive of sales or other Taxes.
- C. Change in Taxes, Fees or Surcharges. The Disposal Fee will be increased to the extent of any new or increased federal, state, county, local or other taxes, fees, surcharges or similar charges that are imposed or increased by law, ordinance, regulation, agreement, or otherwise enacted or promulgated after the date of the Agreement and levied upon the acceptance or disposal of acceptable waste or

upon the operation of or the activities at the Facility (collectively, "Taxes"), with such increase to be effective as of the effective date of the new or increased Taxes.

- D. Recyclables. The City shall pay GFL for all recyclables delivered to the Facility by or on behalf of the City. Recyclables may be processed in a "single stream" configuration and the parties acknowledge and agree that beginning on January 1, 2022 the rate paid by the City to GFL is \$15.72/ton. In addition, beginning on January 1, 2023, this fee shall be adjusted annually, on January 1<sup>st</sup> of each year of the Agreement, by the change in the *Consumer Price Index for All Urban Consumers (CPI-U) – U.S. city average – All items* published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 = 100) recorded as of the previous July. Such increase shall not be more than 6% in any one year. Annual fee increases/decreases for recyclables shall be calculated on the fee exclusive of sales or other Taxes.
- E. Recyclable Hauling-Cardboard only. The City shall pay GFL for hauling and replacement of the 20yd. dumpster designated for cardboard only located at 835 N. 14<sup>th</sup> Avenue, Sturgeon Bay. The parties acknowledge and agree that beginning on January 1, 2022 the fee paid by the City to GFL is \$150.00 per haul and replacement and no dumpster rental fee will be paid. In addition, the parties acknowledge and agree that the rate paid by the City to GFL for cardboard hauled is \$15.72/ton. These fees shall be adjusted on January 1, 2023, and annually on January 1<sup>st</sup> of each year of the Agreement, by the change in the *Consumer Price Index for All Urban Consumers (CPI-U) – U.S. city average – All items* published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 = 100) recorded as of the previous July. Such increase shall not be more than 6 percent in any one year. Annual fee increases/decreases for recyclables shall be calculated on the fee exclusive of sales or other Taxes.
- a. Cancellation of Recyclable Hauling, Cardboard only. The parties acknowledge and agree the Recyclable Hauling-Cardboard only (4, E., above) clause of the Agreement can be cancelled and service discontinued upon 30 days' notice by either party. Notice shall be served per Notices (#9 below). This cancellation clause applies only to Recyclable Hauling-Cardboard only (4, E., above) and does not apply to the remainder of the Contract. Following the 30 days' notice, the Recyclable Hauling-Cardboard only service is hereby terminated except to the extent that there are any payments which remain unpaid. The party entitled to payment may pursue collection of the same.
- F. White Goods. GFL shall accept all white goods delivered to the Facility by or on behalf of the City. The parties acknowledge and agree the City shall pay GFL a

separate fee set by GFL and known as the "Per Item Fee" for each white good item delivered to the Facility.

- G. Royalty. The parties acknowledge and agree that beginning on January 1, 2022, GFL will pay the City a royalty in the amount of \$1.30/ton for each ton of solid waste processed at the Facility. Such fee shall continue through June 30, 2031. Such fee shall also be the responsibility of any successors or assigns of GFL. This fee shall be adjusted on January 1, 2023, and annually on January 1<sup>st</sup> of each year of the Agreement, by the change in the *Consumer Price Index for All Urban Consumers (CPI-U) – U.S. city average – All items* published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 = 100) recorded as of the previous July. Such increases shall not be more than 6 percent in any one year.

## **5. FLOW CONTROL**

The City represents and warrants that all solid waste and recyclables generated in the city will be delivered by or on behalf of the city to the Facility.

## **6. NON-EXCLUSIVITY**

The City acknowledges and agrees that GFL may use the Facility to provide transfer or recycling services to other municipalities and business provided that such expansion of services does not infringe upon the rights of the City hereunder.

## **7. MOST FAVORED NATION CLAUSE**

GFL shall at all times offer the City the best rate it offers to any municipality in Door County.

## **8. RIGHT OF FIRST REFUSAL**

The City shall have a Right of First Refusal to purchase the property (Property) described in Exhibit A if at any time during the Term of this Agreement GFL receives an acceptable offer to purchase the Property. Upon receipt of an acceptable offer, GFL shall promptly provide a copy and advise the City that GFL intends to accept the offer. The City shall have 30 days from its receipt of the offer to advise GFL if it desires to exercise its Right of First Refusal and purchase the Property at the price and subject to the other relevant terms and conditions stated in the offer. If the City timely exercises its Right of First Refusal, it shall close on the purchase of the Property on the date specified in the offer. If the City fails to exercise its Right of First Refusal within said 30 days, the Right of First Refusal shall become null and void.



## 9. NOTICES

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, or (b) by certified mail, postage prepaid, return receipt requested and such notices shall be addressed as follows:

If to GFL: GFL Solid Waste Midwest, LLC  
1509 Division Road  
Sturgeon Bay, WI 54235  
Attention: Steven Estes, GFL General Manager

With a copy to:

GFL Environmental  
3301 Benson Drive, Suite 601  
Raleigh, NC 27609  
Attention: Melissa Bachhuber, VP-US Legal

If to City: City of Sturgeon Bay  
421 Michigan Street  
Sturgeon Bay, WI 54235  
Attention: Josh VanLieshout

or to such other address as either Party may from time to time specify in writing to the other Party. Any notice shall be effective upon delivery.

## 10. MISCELLANEOUS PROVISIONS

- A. This Agreement shall be binding and inure to the benefit of the parties hereto, their successors, legal representative or assigns.
- B. The Agreement represents the entire agreement of the parties and except as otherwise provided herein supersedes all prior agreements between the parties. This Agreement shall not be modified or amended except by an agreement in writing and signed by each party.
- C. This Agreement shall in all respects be governed and construed in accordance with the laws of the State of Wisconsin.
- D. As used in this Agreement, solid waste shall include garbage and refuse commonly generated by residential or commercial users but shall not include the following: oil, hazardous wastes [as defined in Wis. Stat. §291.05(2)], tires, sludge, yard waste, trees, batteries, electronic devices [as defined in Wis. Stat. §287.07(5)], or appliances commonly referred to as white goods (as described below).



- E. As used in the Agreement, recyclables shall include containers (aluminum, steel, glass, tin, number 1 and number 2 plastics) and fiber (newsprint, magazines, office paper, and cardboard.)
- F. As used in this Agreement, white goods shall include household appliances (consumer durables made of enamel coated sheet steel), which include, but are not necessarily limited to freon containing appliances (such as refrigerators, freezers, water coolers, window air conditioning units, and dehumidifiers), furnaces, water heaters, washing machines, dryers, stoves/ranges, trash compactors, and microwave ovens.

**CITY OF STURGEON BAY**

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

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

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

By:\_\_\_\_\_  
Stephanie Reinhardt, City Clerk

**GFL SOLID WASTE MIDWEST, LLC**

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

By:\_\_\_\_\_  
Steven Estes, GFL General Manager

7h.

7h.

Stephanie L. Reinhardt  
City Clerk/  
Human Resources Director  
City of Sturgeon Bay  
421 Michigan Street  
Sturgeon Bay, WI 54235



Phone 920-746-2900  
Fax 920-746-2905  
Email:  
sreinhardt@sturgeonbaywi.org

Visit our website at: [www.sturgeonbaywi.org](http://www.sturgeonbaywi.org)

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TO: Mayor & Common Council

FROM: Stephanie L. Reinhardt, City Clerk/Human Resources Director

DATE: December 14, 2021

RE: Appointment of Election Inspectors for 2022-2023

Election Inspectors must be appointed by the municipal governing body for a two-year term which begins on January 1, 2022 and ends on December 31, 2023.

Attached are the Election Inspectors for the City of Sturgeon Bay for the 2022-2023 term.

Lists were submitted by both the Republican and Democratic Parties. The remainder of the Election Inspectors will be designated as "unaffiliated" for the two-year term.

Council action is necessary to appoint election inspectors to work the polling locations in the City of Sturgeon Bay for 2022 and 2023.

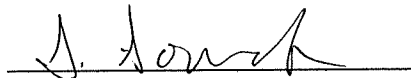
Election Inspectors Nomination List

To:

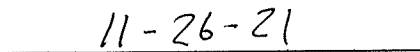
City of Sturgeon Bay Clerk's Office  
Stephanie Reinhardt  
421 Michigan St.  
Sturgeon Bay, WI 54235

Pursuant to Wis. Stat. §7.30, and for the purposes of nominating Republican Election Inspectors in the city of Sturgeon Bay, I, Stephanie Soucek, Chairwoman of the Republican Party of Door County hereby nominate the named individuals below.

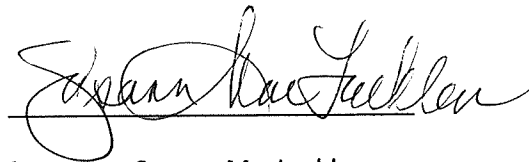
I, hereby, certify that I have contacted each nominee whose name appears on this list and each nominee on this list has agreed to serve as an election inspector.



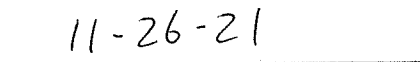
Chairwoman, Stephanie Soucek



Date



Secretary, Susann MacLachlan



Date

Please do not hesitate to contact me with any questions or if you need any additional information.

Stephanie Soucek      920-421-0288      Stephanie.jane81@gmail.com

## List of Nominees: City of Sturgeon Bay

Rob Moxon  
1007 Quincy St  
Sturgeon Bay, WI 54235  
(920) 493-3299

Barb Allman  
717 Prairie Ln.  
Sturgeon Bay, WI 54235  
[rallmann@att.net](mailto:rallmann@att.net)  
(920) 743-5672

Richard Allman  
717 Prairie Ln.  
Sturgeon Bay, WI 54235  
[rallmann@att.net](mailto:rallmann@att.net)  
(920) 743-5672

Jeff Miller  
4462 E Sherwood Point Rd  
Sturgeon Bay, WI 54235  
920-493-4710

Mary Ann Miller  
4462 E Sherwood Point Rd  
Sturgeon Bay, WI 54235  
[Maryanntmiller@gmail.com](mailto:Maryanntmiller@gmail.com)  
920-559-0578

Arlyn Londo  
4376 Haberli Rd  
Sturgeon Bay, WI 54235  
[alphamare@ymail.com](mailto:alphamare@ymail.com)  
920-493-8783

Gary Londo  
4376 Haberli Rd  
Sturgeon Bay, WI 54235  
[alphamare@ymail.com](mailto:alphamare@ymail.com)  
920-493-8783

Bill Patterson - need street address

Sturgeon Bay, WI 54235  
[jbp6916@att.net](mailto:jbp6916@att.net)  
920-746-4000

Stephanie Soucek  
205 N. 16<sup>th</sup> Place  
Sturgeon Bay, WI 54235  
[stephanie.jane81@gmail.com](mailto:stephanie.jane81@gmail.com)  
920-421-0288  
(half day)

Ruth Pfiester - need street address

Sturgeon Bay, WI 54235  
[ruthpfiester@yahoo.com](mailto:ruthpfiester@yahoo.com)  
920-883-5727

## Reinhardt, Stephanie

---

**From:** Kris Sadur <[ksadur@gmail.com](mailto:ksadur@gmail.com)>  
**Sent:** Monday, November 29, 2021 3:09 PM  
**To:** Reinhardt, Stephanie  
**Subject:** Fwd: UPDATED POLL WORKER LIST from Democratic Party of Door County  
**Attachments:** Poll Wkrs\_Door Co Nominees 11\_29r.pdf

----- Forwarded message -----

From: **Kris Sadur** <[ksadur@gmail.com](mailto:ksadur@gmail.com)>  
Date: Mon, Nov 29, 2021 at 2:27 PM  
Subject: UPDATED POLL WORKER LIST from Democratic Party of Door County  
To: <[admin@baileysharborwi.org](mailto:admin@baileysharborwi.org)>, <[clerk@townofegggharbor.org](mailto:clerk@townofegggharbor.org)>, <[clerk.townofbrussels@gmail.com](mailto:clerk.townofbrussels@gmail.com)>, Clerk Nasewaupee <[nasewaupeeclerk@gmail.com](mailto:nasewaupeeclerk@gmail.com)>, <[heidi.teich@sisterbaywi.gov](mailto:heidi.teich@sisterbaywi.gov)>, <[villageclerk@centurylink.net](mailto:villageclerk@centurylink.net)>, <[tlibertygrove@gmail.com](mailto:tlibertygrove@gmail.com)>, <[acollak@ephraim-wisconsin.com](mailto:acollak@ephraim-wisconsin.com)>, <[jtownclerk@jportfd.com](mailto:jtownclerk@jportfd.com)>, Amy Sacotte <[togclerk@townofgardner.org](mailto:togclerk@townofgardner.org)>  
Cc: <[sabina.dirienzo@e.wisdems.org](mailto:sabina.dirienzo@e.wisdems.org)>, Nicholas Truog <[nicholast@wisdems.org](mailto:nicholast@wisdems.org)>, Jack Fiedler <[fiedler.jack@gmail.com](mailto:fiedler.jack@gmail.com)>, Marzi Branyan <[marzi@wisdems.org](mailto:marzi@wisdems.org)>

Dear Neighbors,

Attached is the updated list of Poll Workers from the Democratic Party of Door County (DPDC). We have 43 nominees and the names are separated by municipal clerks. Please process these names as approved poll workers from the DPDC. Please disregard the previously sent list.

We look forward to serving Door County in the 2022 election cycle. Thanks again for all your help in making Door County a great place to live. I'd appreciate confirmation that you received this email.

All the best,  
Kris Sadur  
Chair, DPDC  
920-824-5051



Willing to  
work in any  
municipality?

First

Additional

No.	name	Last name	Email address	Phone	Home address	City	Zip	Considerations	County	Municipal Clerk	Municipality
1	Barb	Sanja	<a href="mailto:bsajna@frontier.com">bsajna@frontier.com</a>	929-839-9392	2100 Ridges Rd	Baileys Harbor	54202		Door	Hailey Adams	Baileys Harbor
2	Challoner	Brown	<a href="mailto:challoner229@gmail.com">challoner229@gmail.com</a>	920-559-0244	PO Box 346	Baileys Harbor	54202		Door	Hailey Adams	
3	Caitlin	Dahl	<a href="mailto:caitlin.dahl@gmail.com">caitlin.dahl@gmail.com</a>	920-495-2862	3536 County Road E	Baileys Harbor	54202	I speak French.	Door	Hailey Adams	
4	Virge	Temme	<a href="mailto:virge@virgetemme.com">virge@virgetemme.com</a>	920-559-0652	9098 Lime Klin Road	Sturgeon Bay	54235		Door	Amy Sacotte	Gardner
5	Kristina	Sadur	<a href="mailto:ksadur@gmail.com">ksadur@gmail.com</a>	920-842-4051	2685 Eden Lane	Brussels	54204		Door	Amy Sacotte	
6	Joan	Korb	<a href="mailto:fredjoan5328@gmail.com">fredjoan5328@gmail.com</a>	920-868-1689	6877 Bay Shore Dr.	Egg Harbor	54209		Door	Pamela Krauel	Egg Harbor-Town Hall
7	Daniel	NIESEN	<a href="mailto:driesen3@gmail.com">driesen3@gmail.com</a>	920-868-2071	4820 BAY VISTA RD	Egg Harbor	54209		Door	Pamela Krauel	
8	Penelope	Niesen	<a href="mailto:priesen3@gmail.com">priesen3@gmail.com</a>	920-559-1880	4820 BAY VISTA RD	Egg Harbor	54209		Door	Pamela Krauel	
9	Charlotte	Lukes	<a href="mailto:clukes@mwwb.net">clukes@mwwb.net</a>	920-823-2478	3962 Hillside Rd	Egg Harbor	54209	Never done any poll work, be	Door	Pamela Krauel	
10	Krista	Clarke-Brownstein	<a href="mailto:darkbrownstein@outlook.com">darkbrownstein@outlook.com</a>	847-650-6959	8031 N Bittersweet Lane	Egg Harbor	54209	Never been a poll worker, be	Door	Pamela Krauel	
11	Michael	Harper	<a href="mailto:mharper4@me.com">mharper4@me.com</a>	414-305-6099	836 Top O the Thumb Ln	Elison Bay	54210		Door	Anastasia Bell	Liberty Grove
12	Marcia	Eischen	<a href="mailto:marcioanp@gmail.com">marcioanp@gmail.com</a>	920-857-8063	638 County Road NP	Elison Bay	54210		Door	Anastasia Bell	
13	Michael	Eischen	<a href="mailto:mike.eischen@gmail.com">mike.eischen@gmail.com</a>	920-857-8049	638 County Road NP	Elison Bay	54210		Door	Anastasia Bell	
14	Manyanne	O'Dowd	<a href="mailto:mod763@gmail.com">mod763@gmail.com</a>	2246123510	1654 Jensen Dr, PO Box 393	Elison Bay	54210		Door	Anastasia Bell	
15	Deborah	Ford	<a href="mailto:deborahjanebothwell@gmail.com">deborahjanebothwell@gmail.com</a>	707-301-6535	1647 Jensen Drive, PO Box 121	Elison Bay	54210	I am a first-timer.	Door	Anastasia Bell	
16	Cheryl	Culver	<a href="mailto:cher.culver2@gmail.com">cher.culver2@gmail.com</a>	920-680-1942	11728 Lakeview Rd	Elison Bay	54210		Door	Anastasia Bell	
17	Mike	Brodd	<a href="mailto:mike@seaquistbayshore.com">mike@seaquistbayshore.com</a>	920-421-1969	2182 Seaquist Rd	Sister Bay	54234		Door	Anastasia Bell	
18	Judy	Brodd	<a href="mailto:judy@thelittlecottage.com">judy@thelittlecottage.com</a>	920-854-2478	2182 Seaquist Rd	Sister Bay	54234		Door	Anastasia Bell	
19	Sally	Jacobson	<a href="mailto:sally.jacobson@gmail.com">sally.jacobson@gmail.com</a>	920-421-2316	11244 Beach Road	Sister Bay	54234	I will only be available from	Door	Anastasia Bell	
20	Jim	Black	<a href="mailto:jblackid85@gmail.com">jblackid85@gmail.com</a>	920-421-2988	11317 Beach Rd	Sister Bay	54234		Door	Anastasia Bell	
21	Patricia	Black	<a href="mailto:trishblack55@gmail.com">trishblack55@gmail.com</a>	920-421-9845	11317 Beach Rd	Sister Bay	54234		Door	Anastasia Bell	
22	Catherine	Ward	<a href="mailto:3rdofallice@gmail.com">3rdofallice@gmail.com</a>	920-421-0775	1826 E Green Road	Elison Bay	54210	My Town Clerk has already a	Door	Anastasia Bell	
23	Deborah	Hagman-Shannon	<a href="mailto:dahs23@sbcglobal.net">dahs23@sbcglobal.net</a>	7735056606	9826 Water Street	Ephraim	54211	We have a second home at	Door	Andrea Collak	Ephraim
24	Lynn	Mercurio	<a href="mailto:lynnmercurio48@gmail.com">lynnmercurio48@gmail.com</a>	920-839-2333	3333 Gibraltar Road	Fish Creek	54212		Door	Kelly Murre	Town of Gibraltar
25	Rebecca	Van Houten	<a href="mailto:peebble@att.net">peebble@att.net</a>	6087121430	3846 Juddville Rd.	Fish Creek	54212		Door	Kelly Murre	
26	Karen	Wilson	<a href="mailto:jokawi@gmail.com">jokawi@gmail.com</a>	920-421-4092	8391 Island View Rd	Fish Creek	54212		Door	Kelly Murre	
27	Diane	Slivka	<a href="mailto:diane.slivka@gmail.com">diane.slivka@gmail.com</a>	920-559-6980	6980 Geier Road	Forestville	54213		Door	Ruth Kerscher	Forestville-Town
28	George	Quimette	<a href="mailto:gquimette@gmail.com">gquimette@gmail.com</a>	920-559-6981	6980 Geier Rd	Forestville	54213		Door	Ruth Kerscher	
29	Ellen	Levenhagen	<a href="mailto:Ellenleven60@gmail.com">Ellenleven60@gmail.com</a>	920-558-1122	6988 Geier Rd	Forestville	54213		Door	Ruth Kerscher	
30	Jeff	Maras	<a href="mailto:JeffMaras750@hotmail.com">JeffMaras750@hotmail.com</a>	920-677-1440	6278 County T	Jacksonport	54209	I was an election judge in Ill	Door	Theresa Cain-Bieri	Jacksonport
31	Kathy	Wagner	<a href="mailto:kathy.wagner5@gmail.com">kathy.wagner5@gmail.com</a>	920-854-7221	10768 Pheasant Court	Sister Bay	54234		Door	Heidi Teich	Sister Bay
32	John Legat	Fiedler	<a href="mailto:fiedler.jack@gmail.com">fiedler.jack@gmail.com</a>	920-854-3110	10848 Trillium Ln	Sister Bay	54234	Intermediate level Spanish	Door	Heidi Teich	
33	Mary	Smythe	<a href="mailto:Dick.smythe@yahoo.com">Dick.smythe@yahoo.com</a>	920-421-0069	10683 Woodcrest Lane, Unit 1	Sister Bay	54234		Door	Heidi Teich	
34	Renee	Fiedler	<a href="mailto:fiedler.renee@gmail.com">fiedler.renee@gmail.com</a>	920-854-3110	10848 Trillium Ln	Sister Bay	54234	I'm an RN and would like to	Door	Heidi Teich	
35	JoAnne	Morris	<a href="mailto:joannemorris6@gmail.com">joannemorris6@gmail.com</a>	920-426-3109	10768 Pheasant Court	Sister Bay	54234		Door	Heidi Teich	
36	David	Kellens	<a href="mailto:dkellens@gmail.com">dkellens@gmail.com</a>	650-207-0731	120 Alabama St.	Sturgeon Bay	54235		Door	Stephanie Reinhardt	Sturgeon Bay-City
37	Carol	Jensen-Olson	<a href="mailto:jenniegraham1313@gmail.com">jenniegraham1313@gmail.com</a>	920-562-2838	112 S 16th Place	Sturgeon Bay	54235		Door	Stephanie Reinhardt	
38	Lori	Serb	<a href="mailto:lorisrb@lorisrb.info">lorisrb@lorisrb.info</a>	21795-48256	209 Thorn St., Apt 8	Sturgeon Bay	54235		Door	Stephanie Reinhardt	
39	Deb	Whitelaw Gorski	<a href="mailto:whitelawgorski@yahoo.com">whitelawgorski@yahoo.com</a>	920-495-7472	331 S Neenah ave	Sturgeon Bay	54235		Door	Stephanie Reinhardt	
40	Will	Gregory	<a href="mailto:Bigwillstyle1@gmail.com">Bigwillstyle1@gmail.com</a>	920-495-7731	187 N 9th	Sturgeon Bay	54235		Door	Stephanie Reinhardt	
41	Steven	Graf	<a href="mailto:wisg56@gmail.com">wisg56@gmail.com</a>	920-559-2070	833 Michigan st.	Sturgeon Bay	54235		Door	Stephanie Reinhardt	
42	Kevin	O'Donnell	<a href="mailto:fadosauthor@gmail.com">fadosauthor@gmail.com</a>	847-363-8847	1081 S. Lake Michigan Dr.	Sturgeon Bay	54235	Wants to work with wife.	Door	Jessica Bongle	Clay Banks
43	Colleen	O'Donnell	<a href="mailto:fadosauthor@gmail.com">fadosauthor@gmail.com</a>	920-473-4244	1081 S. Lake Michigan Dr.	Sturgeon Bay	54235	Wants to work with husband.	Door	Jessica Bongle	



**ELECTION INSPECTORS**  
**2022-2023**  
**UNAFFILIATED**

BARB SPUDE
MARY PENOVICH
NANCY FORD
ARNIE BERTO
BETTY BOWERS
ROSALIND SCHULZE
CAITLIN OLESON
PAUL PENOVICH
JUDY DREXLER
JOY BORDEAU
MIKE BARRY
HELEN BERTO
NORMAN WILSMAN
MARILYN MCALLISTER
EMILY GUILLETTE
BOB SPUDE
KAREN SPITTLEMEISTER
MARY GREEN
MARILYN KLEIST
CHARLENE VISTE
MARK JINKINS
MARY LARSEN
GEORGE KLEIST
SANDY ANDRE
BILL GRAF
JAN OLSON
JULIE GEBAUER
MADDIE BARKER
DAWN VANDEVOORT
LESLIE GAST
MARY LOU PLUMMER
CHAROLETTE BAIERL
JON GAST

## ORDINANCE NO. \_\_\_\_\_

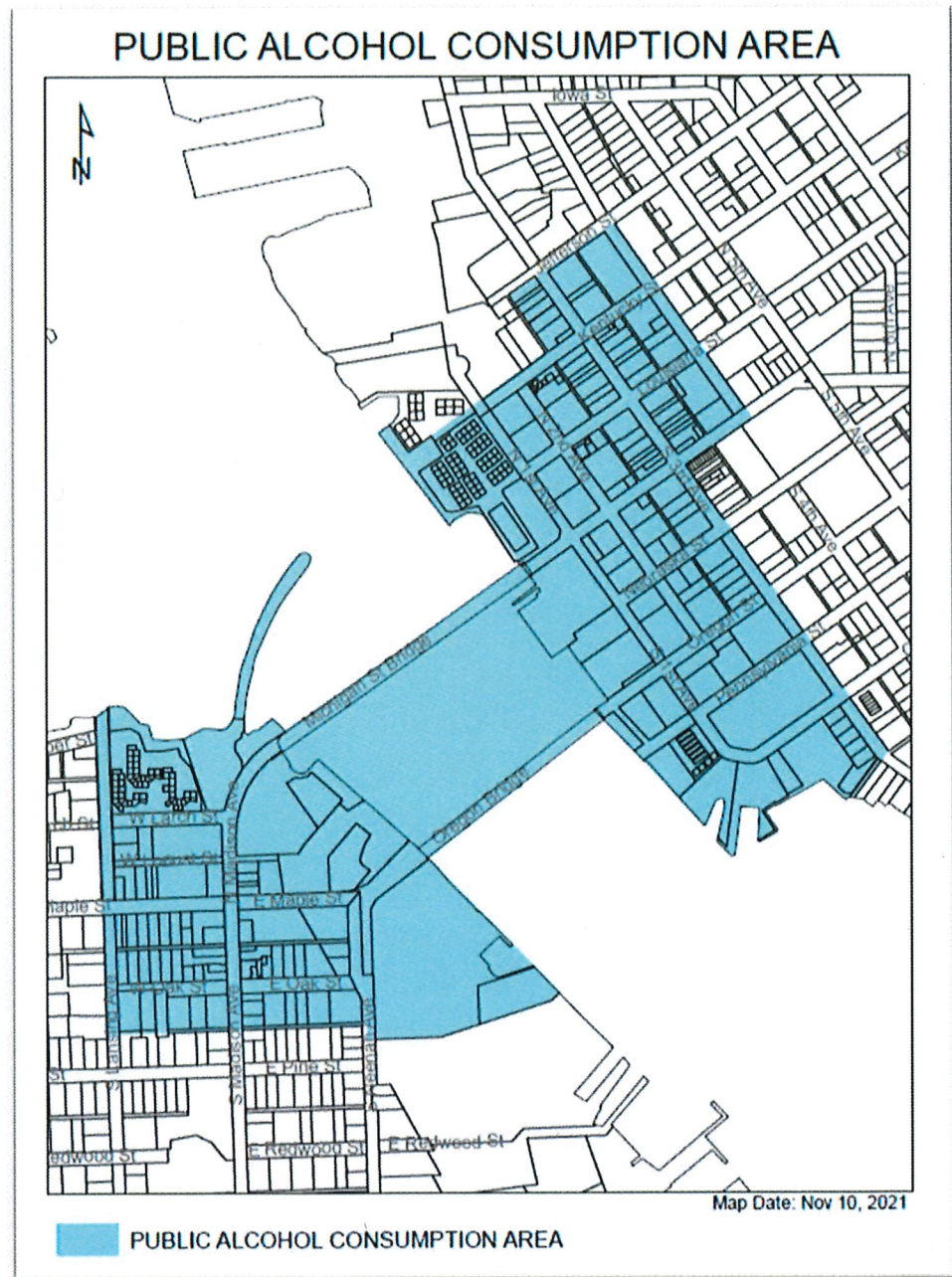
THE COMMON COUNCIL OF THE CITY OF STURGEON BAY, WISCONSIN DO  
ORDAIN AS FOLLOWS:

SECTION 1: Section 10.175 of the Sturgeon Bay Municipal Code (Orderly Conduct) is hereby created as follows:

- (1) Except as provided in section 9.01 (9) and to the limited extent necessary to permit the activities authorized by a commercial quadricycle business license under chapter 37, Or the area prescribed as the "Public Alcohol Consumption Area" as defined in the map below. This permanent exception shall last between the hours of 9:00 AM and 10:00 PM, Sunday through Saturday. All alcohol taken for consumption from the premises where it was purchased shall be in non-resealable and non-breakable containers such as metal, paper or plastic and consumed only in the prescribed area. In all other areas, no person shall possess or drink from any open can, bottle or other container containing fermented malt beverage or intoxicating liquor on any public street, sidewalk, alley or other public way in the city.
- (2) Except as provided in section 9.01 (9) and to the limited extent necessary to permit the activities authorized by a commercial quadricycle business license under chapter 37, Or the area prescribed as the "Public Alcohol Consumption Area" as defined in the map below. This permanent exception shall last between the hours of 9:00 AM and 10:00 PM, Sunday through Saturday. All alcohol taken for consumption from the premises where it was purchased shall be in non-resealable and non-breakable containers such as metal, paper or plastic and consumed only in the prescribed area. In all other areas, no person shall consume any alcohol or fermented malt beverage which was purchased by the glass or other open container except on the premises of the licensed establishment it was purchased from.



(3) Public Alcohol Consumption Area Exhibit.



SECTION 2: The ordinance shall take effect on the day after its publication.

Approved:

Attest:

\_\_\_\_\_  
David J. Ward  
Mayor

\_\_\_\_\_  
Stephanie Reinhardt  
City Clerk

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend the Common Council to approve changes to the creation of Section 15.094 – Construction of Fences of the City of Sturgeon Bay Municipal Code as shown in the attached ordinance document..

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: December 2, 2021

\* \* \* \* \*

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

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

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

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

ORDINANCE NO. \_\_\_\_\_

THE COMMON COUNCIL OF THE CITY OF STURGEON BAY, WISCONSIN DO ORDAIN AS FOLLOWS:

SECTION 1: Section 15.094 of the Sturgeon Bay Municipal Code is hereby created as follows:

15.094 - Construction of Fences.

(1) Definition:

- (a) An independent structure forming a barrier between lots, between a lot and a street or an alley, or between portions of a lot or lots and includes a wall or lattice work screen.

(2) Requirements.

- (a) *Setbacks.* Fences must be setback at least 3 feet from the traveled edge of a street or alley and at least 2 foot18 inches from a public sidewalk. No fence may be placed within the right-of-way of a street or alley right-of-way. Fences are also subject to street vision clearance triangle rules defined in section 11.02(4)(v) of the municipal code.
- (b) *Height.* The overall height of a fence body measured from the finished grade to the height highest point of the fence shall not exceed 8 feet, not including the fence post. Fence posts shall not exceed 9 feet.
- (c) *Design.* The finished side of the fence shall face the adjacent property owner. Fences shall not be electrified, contain barbed wire (subject to section 15.095), or any other elements harmful to life or limb. Fences shall be affixed to the ground.
- (d) *Maintenance.* The fence structure and exterior shall be maintained in good repair and appearance. The City is not responsible for any damage to personal property which is caused by maintenance of City infrastructure by Municipal Crews.
- (e) All fences will require a permit from the City prior to construction. Application fees shall be determined and administered from the fee schedule.
- (f) Any fence constructed after January 1, 2022 must comply with this ordinance. Any fence constructed prior and not in conformance with this ordinance may be maintained, but no alteration, or modification or improvement shall be permitted unless the result is conformance with this ordinance.

SECTION 2: The ordinance shall take effect on the day after its publication.

Approved:

Attest:

\_\_\_\_\_  
David J. Ward  
Mayor

\_\_\_\_\_  
Stephanie Reinhardt  
City Clerk

## ORDINANCE NO. \_\_\_\_\_

THE COMMON COUNCIL OF THE CITY OF STURGEON BAY, WISCONSIN DO ORDAIN AS FOLLOWS:

SECTION 1: Section 15.094 of the Sturgeon Bay Municipal Code is hereby created as follows:

15.094 - Construction of Fences.

(1) Definition:

- (a) An independent structure forming a barrier between lots, between a lot and a street or an alley, or between portions of a lot or lots and includes a wall or lattice work screen.

(2) Requirements.

- (a) *Setbacks.* Fences must be setback at least 3 feet from the traveled edge of a street or alley and at least 18 inches from a public sidewalk. No fence may be placed within the right-of-way of a street or alley right-of-way. Fences are also subject to street vision clearance triangle rules defined in section 11.02(4)(v) of the municipal code.
- (b) *Height.* The overall height of a fence body measured from the finished grade to the highest point of the fence shall not exceed 8 feet, not including the fence post. Fence posts shall not exceed 9 feet.
- (c) *Design.* The finished side of the fence shall face the adjacent property owner. Fences shall not be electrified, contain barbed wire (subject to section 15.095), or any other elements harmful to life or limb. Fences shall be affixed to the ground.
- (d) *Maintenance.* The fence structure and exterior shall be maintained in good repair and appearance. The City is not responsible for any damage to personal property which is caused by maintenance of City infrastructure by Municipal Crews.
- (e) All fences will require a permit from the City prior to construction. Application fees shall be determined and administered from the fee schedule.
- (f) Any fence constructed after January 1, 2022 must comply with this ordinance. Any fence constructed prior and not in conformance with this ordinance may be maintained, but no alteration, or modification or improvement shall be permitted unless the result is conformance with this ordinance.

SECTION 2: The ordinance shall take effect on the day after its publication.

Approved:

Attest:

\_\_\_\_\_  
David J. Ward  
Mayor

\_\_\_\_\_  
Stephanie Reinhardt  
City Clerk

## RECOMMENDATION

### TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to accept the bid from Custom Fab & Body as presented, in the amount of \$418,855 and declare the 1996 Chevy Step Van with excess equipment as surplus, and allow the use of the sale proceeds to offset the budget overage.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING  
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: December 14, 2021

\*\*\*\*\*

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

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

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

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

## EXECUTIVE SUMMARY

**TITLE:** Replacement/Bids of Sturgeon Bay Fire Dept. Squad 7

**BACKGROUND:** Request for bids to replace Squad 7, a 1996 Chevy Step Van was advertised in accordance with the City of Sturgeon Bay Purchasing Policy. Two (2) bids were sent out with one (1) being returned. The bid specifications included a commercial chassis and custom apparatus body and some equipment to make the unit ready for service.

Funds expended on the truck and equipment with options will exceed the budgeted amount of \$414,855 by \$3,254. The overage will be covered by the sale of another fire department vehicle in the 2022 budget.

Full bid packets and information can be viewed by contacting Chief Dietman.

**BIDS RECIEVED:**

<b>CUSTOM FAB &amp; BODY</b>	
<b>Chassis, 2023 International</b>	<b>\$95,000.00</b>
<b>Apparatus Body</b>	<b>\$305,608.00</b>

<b>Meets all specifications with exceptions</b>	
Accept Option #1 SEON 360 HD VIDEO SYSTEM	<b>\$5,543.00</b>
Accept Option #2 AXIS Q6215-LE CAMERA	<b>\$8,518.00</b>
Accept AIR RIDE ADDITION	<b>\$3,440.00</b>

<b><u>TOTAL w/options/revisions,</u></b>	<b><u>\$418,109.00</u></b>
--	----------------------------

Bid received meets the specifications and is within \$3,251 of the budgeted amount

TOTAL BUILD TIME: 150-180 calendar days from acceptance of the chassis.

**FISCAL IMPACT:** \$414,855 has been included in the Fire Department's 2022 Capital Budget for the squad, as well as \$1,500 minimum trade in value.

**RECOMMENDATION:** Accept the Bid from CUSTOM FAB & BODY as listed above in the amount of \$418,108 and declare the 1996 Chevy Step Van surplus with excess equipment, and allow the use of the sale to offset overage to budgeted amount.


**PREPARED BY:**



Tim Dietman  
Fire Chief

12/9/21  
Date

**REVIEWED BY:**



Josh VanLieshout  
City Administrator

12/9/21  
Date



**Fire Apparatus Specifications**  
**Walk-In Ice/Water Heavy Squad Specifications**  
**BID PRICING**

The undersigned proposes to furnish the following equipment meeting or exceeding the requirements of the attached minimum specifications.

The purchase of Walk-In Ice/Water Heavy Squad \$ 400,608.<sup>00</sup>

OPTION 1 Price: \$ 5543.<sup>00</sup>

OPTION 2 Price \$ 8518.<sup>00</sup>

Submitted By: Custom Fab & Body LLC

Print Company Name

By: Joe Stuhr Joe Stuhr  
Signature & Printed

Title: Inside Sales

Address: 158 US Hwy 45, PO Box 125

Marion, WI 54950

Phone: (715) 754-5316

Email: Sales@cfbody.com / jstuhr@cfbody.com

Date: 12-6-21

Bidders must return the specification checklist along with the Form of Proposal / Bid Form. Bids must be valid for a period of 45 days.

The City reserves the right to reject any and all bids for new or used equipment or accept the bid which best serves the needs of the City.



158 US Hwy 45, P.O. 125, Marion, WI 54950

Phone (715)-754-5316 ~ Fax (715)-754-2903 E-mail: sales@cfbody.com

Visit us at: cfbody.com

## **QUOTATION FOR FIRE APPARATUS**

QUOTATION PREPARED BY: Joseph A. Stuhr

QUOTATION REFERENCE #: EV2093

**TO: Sturgeon Bay Fire Dept.**  
421 Michigan St.  
Sturgeon Bay, WI 54235

**DATE: December 7, 2021**  
**ATTENTION: Fire Chief Tim Dietman**  
**PHONE: (920) 746-2911**  
**FAX: (920) 746-2905**

We are pleased to quote you the following, subject to the standard terms of Custom Fab & Body LLC  
The following prices DO NOT include loose equipment unless otherwise noted in the specification.  
*Quote is Good for thirty-30 days!*

### **Sturgeon Bay, WI Fire Department**

The following bid is for an aluminum body 26' Dive Rescue apparatus for the Sturgeon Bay, WI Fire Department. The chassis shall be an International HV cab and shall be paid for in full at the time of delivery to Custom Fab & Body LLC. The balance of the apparatus shall be paid for in full at the time of delivery/pickup at our facility, FOB Marion, WI, net cash before it leaves our facility. Current lead time on the build is 150-180 days after receipt of chassis to our Marion, WI facility.

The cost of the 2023 International chassis per specifications shall be: **\$95,000.00**

The cost of the apparatus body (body, cascade system and the remaining apparatus) per attached specifications shall be: **\$305,608.00**

***Total Cost of the Completed Apparatus shall be: \$400,608.00***

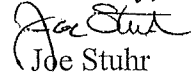
#### **Options:**

#1: Fire Research SEON Inview 360 Video System: ADD \$5543.00

#2: Axis Q6215-LE Networked Camera: ADD \$8518.00

Air ride rear suspension (Hendrickson Firemaxx 31k Air): ADD \$3440.00

Thank you for the opportunity to bid on your proposed Dive Rescue apparatus and we're looking forward to doing business with the Sturgeon Bay Fire Department on this project and any possible future projects.

Sincerely,  
  
Joe Stuhr

Inside Fire Apparatus Sales  
Custom Fab & Body LLC



Project Walk-in Ice/Water Heavy Squad

[illegible]

## RECOMMENDATION

### TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to accept the bid from Custom Fab & Body as presented, in the amount of \$207,828 contingent upon the chassis provided is a RAM 5500 or as close to specific bid requirements as requested. With the Finance Committees approval, wire a deposit of \$13,700 to Fairfield Ram of Muncy, in Muncy PA on Wednesday December 15, 2021 to hold the chassis, and with Council approval wire the remaining balance due of \$41,085 on Wednesday December 22, 2021, with delivery of RAM Chassis in 2022. In addition, declare the 2014 Ram Brush truck with excess equipment as surplus, and allow the use of the sale proceeds to offset the budget overage from the purchase of the Walk-In Ice/Water Heavy Squad #7, and purchase any additional loose equipment required to put the Brush Truck Squad #8 into service.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING  
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: December 14, 2021

\*\*\*\*\*

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

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

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

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

## EXECUTIVE SUMMARY

**TITLE:** Replacement/Bids of Sturgeon Bay Fire Dept. Brush 8

**BACKGROUND:** Request for bids to replace Brush 8 a 2014 Ram with wildland pump and compartments was advertised in accordance with the City of Sturgeon Bay Purchasing Policy. Two (2) bids were sent out with one (1) being returned. The bid specifications included a commercial chassis and custom apparatus body and some equipment to make the unit ready for service.

Bid documents specify a Ram chassis along with pumps and compartments. In the 2022 capital budget \$206,000 has been budgeted for the replacement along with \$15,000 in the sale of the existing brush truck. The expected surplus on the sale of the current brush truck will cover the overage of the squad replacement in the 2022 capital budget.

Full bid packets and information can be viewed by contacting Chief Dietman.

**BIDS RECIEVED:**

<b>CUSTOM FAB &amp; BODY</b>	
<b>Chassis, 2021 Ram</b>	<b>\$54,785.00</b>
<b>Apparatus Body</b>	<b>\$153,043.00</b>

**Meets all specifications with exceptions/clarification**

<b><u>TOTAL w/options/revisions,</u></b>	<b><u>\$207,828.00</u></b>
--	----------------------------


Bid received meets the specifications and is within \$1,828.00 of the budgeted amount

TOTAL BUILD TIME: 150-180 calendar days from acceptance of the chassis.

**FISCAL IMPACT:** \$206,000 has been included in the Fire Department's 2022 Capital Budget for the brush truck, as well as \$15,000 minimum trade in value.


**RECOMMENDATION:** Accept the Bid from CUSTOM FAB & BODY as listed above in the amount of \$207,828.00 contingent on the chassis being provided is a RAM 5500 as close to the specific bid request. With approval from finance to wire a deposit of \$13,700 to FAIRFIELD RAM of MUNCY in Muncy PA on Wednesday December 15<sup>th</sup> to hold the chassis, and wire the balance \$41,085 on Wednesday December 22<sup>nd</sup> to complete the sale while taking delivery of the RAM chassis in 2022. Declare the 2014 Ram Brush truck with excess equipment as surplus, allowing sale proceeds to be used to offset the overage on squad 7 and any additional loose equipment required to put the brush truck in service.

PREPARED BY:

  
\_\_\_\_\_  
Tim Dietman  
Fire Chief

12/9/21  
Date

REVIEWED BY:

  
\_\_\_\_\_  
Josh VanLieshout  
City Administrator

12/9/21  
Date



**Fire Apparatus Specifications  
Brush/First Response Truck Specifications**

**BID PRICING**

The undersigned proposes to furnish the following equipment meeting or exceeding the requirements of the attached minimum specifications.

The purchase of Brush/First Response Truck

\$ 219,043.<sup>00</sup>

Submitted By: Custom Fab + Body LLC

Print Company Name

By: Joe Stuhr Joe Stuhr  
Signature & Printed

Title: Inside Sales

Address: 158 US Hwy 45, PO Box 125

Marion, WI 54950

Phone: (715) 754-5316

Email: sales@cfbody.com / jstuhr@cfbody.com

Date: 12-6-21

Bidders must return the specification checklist along with the Form of Proposal / Bid Form. Bids must be valid for a period of 45 days.

The City reserves the right to reject any and all bids for new or used equipment or accept the bid which best serves the needs of the City.



158 US Hwy 45, P.O. 125, Marion, WI 54950

Phone (715)-754-5316 ~ Fax (715)-754-2903 E-mail: sales@cfbody.com

Visit us at: cfbody.com

## **QUOTATION FOR FIRE APPARATUS**

QUOTATION PREPARED BY: Joseph A. Stuhr

QUOTATION REFERENCE #: EV2170

**TO: Sturgeon Bay Fire Dept.**  
421 Michigan St.  
Sturgeon Bay, WI 54235

**DATE: December 7, 2021**  
**ATTENTION: Fire Chief Tim Dietman**  
**PHONE: (920) 746-2911**  
**FAX: (920) 746-2905**

We are pleased to quote you the following, subject to the standard terms of Custom Fab & Body LLC  
The following prices DO NOT include loose equipment unless otherwise noted in the specification.

### **Sturgeon Bay, WI Fire Department**

The following bid is for an aluminum body Brush/First Response Truck apparatus for the Sturgeon Bay, WI Fire Department. The chassis shall be an International CV chassis cab and shall be paid for in full at the time of delivery to Custom Fab & Body LLC. The balance of the apparatus shall be paid for in full at the time of delivery/pickup at our facility, FOB Marion, WI, net cash before it leaves our facility. Current lead time on the build is 150-180 days after receipt of chassis to our Marion, WI facility.

The cost of the International CV chassis per specifications shall be: **\$66,000.00**

The cost of the apparatus body (body, pump, tank and the remaining apparatus) per attached specifications shall be: **\$153,043.00**

***Total Cost of the Completed Apparatus shall be: \$219,043.00***

Thank you for the opportunity to bid on your proposed Brush/First Response Truck apparatus and we're looking forward to doing business with the Sturgeon Bay Fire Department on this project and any possible future projects.

Sincerely,

A handwritten signature in black ink that reads "Joe Stuhr".

Joe Stuhr

Inside Fire Apparatus Sales  
Custom Fab & Body LLC

**Fairfield Chrysler Dodge Jeep Ram of Muncy**

3360 Route 405 Highway • Muncy, PA 17756

Local: (570) 546-5113 • Fax: (570) 546-7195

[www.FairfieldAutoGroup.com](http://www.FairfieldAutoGroup.com)**Purchase Agreement**

Andrea Guffey

Fairfield Chrysler Dodge Jeep RAM of Muncy

3360 Route 405 Highway

MUNCY, PA 17756

Buyer	Co-Buyer	Vehicle
Sturgeon Bay, WI Tim Dietman 421 MICHIGAN ST Sturgeon Bay, WI 54235 D: (920) 746-2405 tdietman@sturgeonbaywi.org		2021 Ram 5500 Chassis Cab Tradesman VIN: 3C7WRNAJ6MG699286 Stock #: J21420 Mileage: 5 Color: Delmonico Red Pearlcoat

Purchase Details	
Retail Price:	\$54,435.00
Sales Price:	\$54,435.00
GAP:	\$0.00
Government Fees:	\$34.00
Proc/Doc Fees:	\$316.00
Total Taxes:	\$0.00
<b>Total Sales Price:</b>	<b>\$54,785.00</b>
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$0.00
Cash Down:	\$13,700.00
<b>Cash Price:</b>	<b>\$41,085.00</b>

X

Customer Signature

Date

X

Manager Signature

Date

Disclaimer:

Payments are estimated, and subject to Credit Approval.

Printed 12/9/21 2:29 PM

## Dietman, Tim

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**From:** gary <gb.cfb@hotmail.com>  
**Sent:** Thursday, December 9, 2021 1:48 PM  
**To:** Dietman, Tim  
**Subject:** Fw: Brush/1st Response Bid Chassis Clarification

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**From:** gary <gb.cfb@hotmail.com>  
**Sent:** Thursday, December 9, 2021 1:43 PM  
**To:** jstuhr@cfbody.com <jstuhr@cfbody.com>  
**Subject:** Fw: Brush/1st Response Bid Chassis Clarification

Yes CFB has found a Ram 5500 that is exceptable to built this unit on at the cost of \$54,785.00

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**From:** Dietman, Tim <tdietman@sturgeonbaywi.org>  
**Sent:** Thursday, December 9, 2021 1:35 PM  
**To:** gary <gb.cfb@hotmail.com>; Joe Stuhr <jstuhr@cfbody.com>  
**Cc:** Montevideo, Kalin <kmontevideo@sturgeonbaywi.org>  
**Subject:** Brush/1st Response Bid Chassis Clarification

Gary & Joe,

In a review of the bid on the Brush truck that was opened on December 07, 2021, we are not interested in accepting an International Chassis as bid. Our bid specs identified a RAM 5500 2021 model year or newer, understanding the chassis ordering issues would CUSTOM FAB & BODY be able to provide a chassis closer to the bid specs from a STOCK LOT from any dealer? Understanding that any payments would be direct to the dealer from the City as spelled out in your bid. If so could you provide what it would be and the time frame it could be held? If you have any questions please let me know so we can continue moving ahead.

*Tim Dietman, Fire Chief*  
*Sturgeon Bay Fire Department*  
*421 Michigan St.*  
*Sturgeon Bay, WI 54235*  
*920-746-2405 Office*  
*920-559-7488 Cell*  
*920-746-2916 Station*  
[tdietman@sturgeonbaywi.org](mailto:tdietman@sturgeonbaywi.org)  
[www.sturgeonbaywi.org](http://www.sturgeonbaywi.org)

*The Sturgeon Bay Fire Department's mission is to protect life and property from fire, medical, and environmental emergencies within our community, through public education, code management, and incident response.*



Project Brush/First Response Truck

[illegible]

**CITY OF STURGEON BAY RESOLUTION NO.**  
**Resolution of Relocation Order and Declaration of Necessity**

The Common Council of the City of Sturgeon Bay, Door County, Wisconsin hereby resolves as follows:

1. This Resolution shall be a Relocation Order in accordance with subsection 32.05(1), Wis. Stats., for the purpose of laying out, extending, and constructing a portion of Grant Avenue as illustrated and described herein and is also a declaration of necessity for the acquisition of the real estate necessary to carry out the public project in accordance with subsection 32.07(2), Wisconsin Statutes.

2. The City of Sturgeon Bay hereby determines that it is necessary and a public purpose to: layout, extend and construct Grant Avenue from its intersection with Sycamore Street in the City of Sturgeon Bay to its intersection with Sawyer Drive extended to the border of the Town of Nasewauppee, Wisconsin, in the manner and location illustrated and described in the attached map identified as Exhibit A and entitled "Layout of Grant Avenue Improvement" which is appended to this Relocation Order and incorporated herein; and, to acquire the lands illustrated and described by Exhibit A for that purpose;

3. The Common Council of the City of Sturgeon Bay hereby orders:

- a. The Grant Avenue as laid out in the scale map attached as Exhibit A will be extended and constructed within the lines and widths shown.
- b. The City of Sturgeon Bay will acquire a fee simple interest in the area described in the "Description Proposed Right-of-way" portion of Exhibit "A", from the present owners.

- c. A copy of this order shall be filed with the Door County Clerk within 20 days of its issuance.

Adopted and approved this \_\_\_\_ day of \_\_\_\_\_, 2021, by Common Council of the City of Sturgeon Bay.

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, that this Resolution of Relocation Order and Declaration of Necessity was adopted by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays by the Common Council of the City of Sturgeon Bay, Wisconsin.

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David J. Ward, Mayor

ATTEST:

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Stephanie L. Reinhardt, City Clerk

## EXECUTIVE SUMMARY

**Title:** Resolution of Relocation Order and Declaration of Necessity – Extending S. Grant Avenue

**Background:** The City Attorney is working on the various legal and administrative steps for the City of Sturgeon Bay to acquire the right-of-way for the extension of S. Grant Ave by eminent domain (condemnation). One of the steps is adoption of a Resolution of Relocation Order and Declaration of Necessity by the Council. The City Attorney drafted the resolution and the Plan Commission has recommended approval.

The project extends S. Grant Avenue northerly and easterly to connect with the end of Sawyer Drive in the Town of Nasewaupee. The street will provide an alternative access to the residences and businesses in that area and is a requirement of the Wisconsin Department of Transportation. The proposed route follows an existing gravel driveway that was installed within the planned right-of-way for Grant Ave in order to provide emergency access. The route matches the City's Official Map and matches the planned route on the original development plan.

**Recommendation:** Adopt the Resolution of Relocation Order and Declaration of Necessity.

Prepared by: Martin Olejniczak, Community Development Director Date \_\_\_\_\_

Reviewed by: \_\_\_\_\_ Date \_\_\_\_\_  
Josh Van Lieshout, City Administrator

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the City Plan Commission, hereby recommend adoption of the Resolution of Relocation Order and Declaration of Necessity for the acquisition of the street right-of-way for the extension of S. Grant Avenue.

Respectfully submitted,  
City Plan Commission  
By: David Ward, Chair

RESOLVED, that the foregoing recommendation be adopted.

Date: December 15, 2021

\*\*\*\*\*

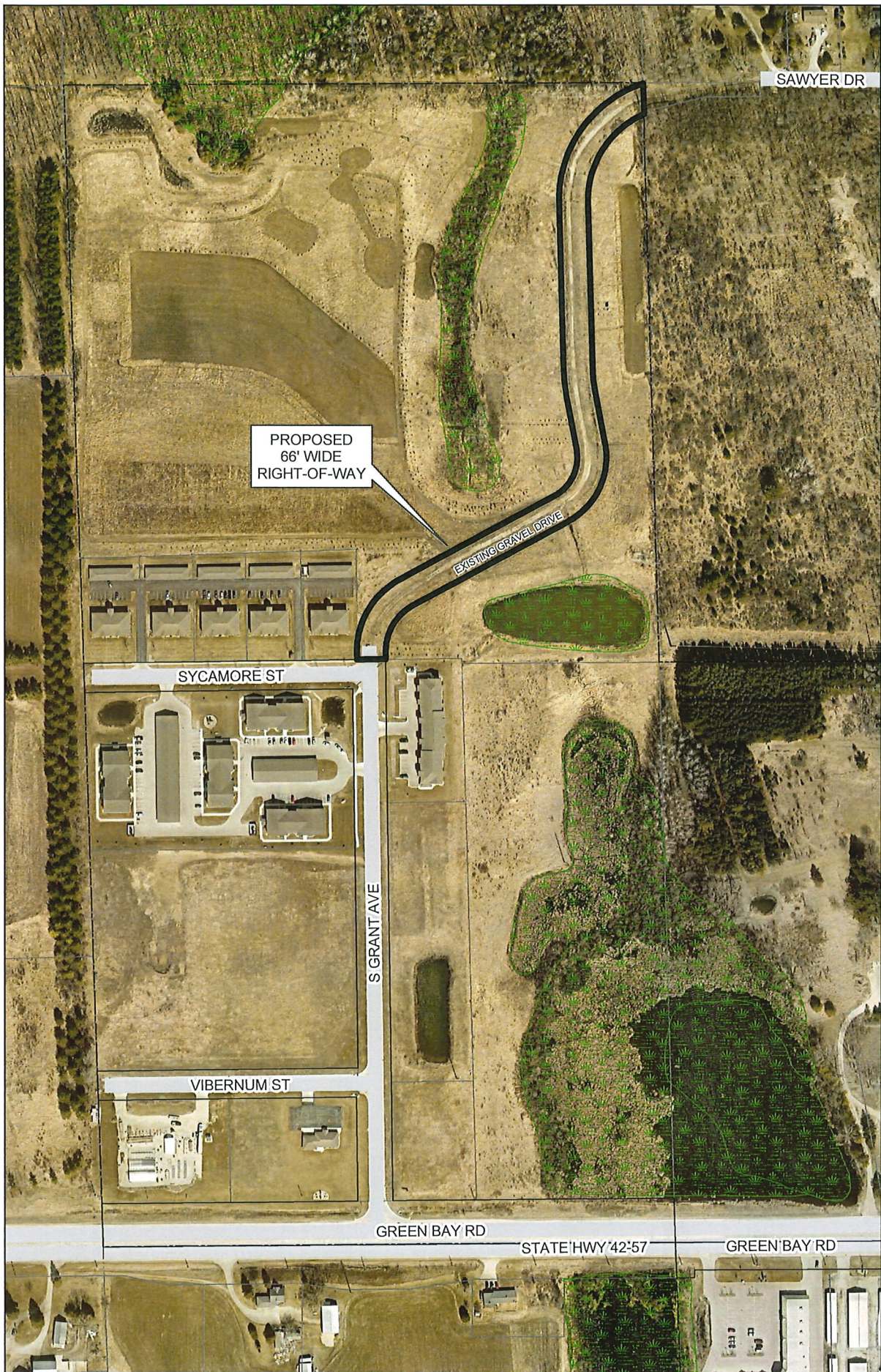
Introduced by \_\_\_\_\_;

Moved by Alderperson \_\_\_\_\_, seconded by  
Alderperson \_\_\_\_\_ that said recommendation be  
adopted.

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







0 100 200  
Feet



SITE PLAN  
EXTENSION OF GRANT AVE TO SAWYER DR

 PROJECT AREA  
 WETLAND



## EXECUTIVE SUMMARY

**DATE:** December 16, 2021

**TITLE:** Award of Contract for Project 2201A – Concrete Replacement Program, and Project 2201B – Asphalt Replacement Program

**BACKGROUND:** On December 14, 2021 the Engineering Department received bids for Project 2201A – Concrete Replacement Program, and Project 2201B – Asphalt Replacement Program for the mill & pave roadway projects. In accordance with the City of Sturgeon Bay Purchasing & Property Accountability Policy, specifications were prepared and competitive sealed bidding was used to obtain pricing. The specifications prepared included all items of work that were presented in the approved 2022 Capital Roadway Improvements at the November 16, 2021 Board of Public Works meeting, along with the Municipal Services parking lot replacement.

Two bids were received for Project 2201A – Concrete Replacement Program and the overall results are summarized below:

\$298,222.25	Martell Construction, Inc.
\$427,866.20	Sommers Construction Company, Inc.

Only one bid was received for Project 2201B – Asphalt Replacement Program and the overall results are summarized below:

\$846,620.22	Northeast Asphalt, Inc.
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After completing a review of the bids, it has been determined that the bids from Martell Construction, Inc. and Northeast Asphalt, Inc. are complete, accurate, and the low bids.

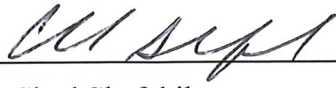
**FISCAL IMPACT:** Overall the bids came in higher than the amounts included in the 2022 Capital Roadway Improvement and Municipal Facilities budgets for these projects. The concrete pricing averaged about a 2.5% increase over our 2021 prices, and judging by the spread between the two bids, much higher increases will likely occur on future projects. However, the asphalt pricing increased significantly, with many bid tab items increasing 15% to 19% over our 2021 prices (see attached pricing summary of commodities that have been tracked since 2016). Several other projects have been recently bid throughout northeast Wisconsin with bid tabs available to view on the internet. The pricing received from Martell Construction, Inc. and Northeast Asphalt, Inc. was consistent with the reviewed projects. Therefore, it appears our bids were priced favorably, and the increases are truly the result of inflationary pressures in the construction market.

In order to get the overall projects within the budgeted amounts the S 16<sup>th</sup> Place project will be reduced by 460 LF. Revised bid tabs (with the reduced quantities) have been supplied to, and approved by both Martell Construction, Inc. & Northeast Asphalt, Inc. Therefore, the following contract approval estimated costs are lower than the initial bid estimated costs.




**RECOMMENDATION:**

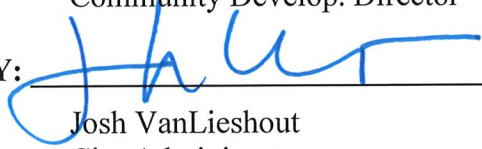
- Award the Contract for Project 2201A – Concrete Replacement Program to Martell Construction, Inc. with unit pricing amounts totaling an estimated cost of \$289,879.00.
- Award the Contract for Project 2201B – Asphalt Replacement Program to Northeast Asphalt, Inc. with unit pricing amounts totaling an estimated cost of \$815,843.87.

**SUBMITTED BY:**   
Chad Shefchik  
City Engineer

12-16-21  
Date

**REVIEWED BY:**   
Marty Olejniczak  
Community Develop. Director

12-16-2021  
Date

**REVIEWED BY:**   
Josh VanLieshout  
City Administrator

12/16/21  
Date

	2016	2017	2018	2019	2020	2021	2022
Binder Course (TON)	\$55.60	\$61.40	\$65.20	\$68.45	\$63.20	\$60.70	\$69.95
% Increase vs Previous		10.43%	6.19%	4.98%	-7.67%	-3.96%	15.24%
Surface Course (TON)	\$62.20	\$68.40	\$71.20	\$76.70	\$74.00	\$69.20	\$82.60
% Increase vs Previous		9.97%	4.09%	7.72%	-3.52%	-6.49%	19.36%
30" Curb (LF)	\$34.75	\$29.90	\$31.25	\$32.00	\$40.00	\$40.00	\$41.00
% Increase vs Previous		-13.96%	4.52%	2.40%	25.00%	0.00%	2.50%
4" Sidewalk (SF)	\$4.75	\$4.80	\$5.25	\$5.50	\$6.00	\$6.00	\$6.15
% Increase vs Previous		1.05%	9.38%	4.76%	9.09%	0.00%	2.50%