



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA  
TUESDAY, MAY 17, 2022  
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 – \$237,331.87, Capital Fund - \$24,804.36, TID #4 - \$803.50, TID #6 - \$6,802.00, and Solid Waste Enterprise Fund - \$15,907.62 for a grand total of \$285,649.35. [roll call]
  7. **CONSENT AGENDA**
- \* All items listed with an asterisk (\*) are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests before the Adoption of the Agenda, in which event the item will be removed from the Consent Agenda and considered immediately following the consent agenda.
- \*a. Approval of 5/3/22 regular Common Council minutes.
  - \*b. Place the following minutes on file:
    - (1) Bicycle & Pedestrian Advisory Board – 4/4/22
    - (2) Community Protection & Services Committee – 4/7/22
    - (3) Local Arts Board – 4/20/22
    - (4) Zoning Board of Appeals – 4/26/22
    - (5) Joint Review Board – 4/26/22
    - (6) Joint Review Board – 4/26/22
    - (7) Finance/Purchasing & Building Committee – 4/26/22
    - (8) City Plan Commission – 4/27/22
    - (9) Aesthetic Design & Site Plan Review Board – 5/9/22
  - \*c. Place the following reports on file:
    - (1) Police Department Report – April 2022
  - \*d. Consideration of: Beverage Operator’s licenses.
  - \*e. Consideration of: Approval of Class A Beer and Class A Liquor for Jandu Petroleum #9.
  - \*f. Consideration of: Approval of Sidewalk Café Permits.
  - \*g. Consideration of: Approval of Street Closure Application for Fairfield SB LLC.

- \* h. Community Protection & Services Committee recommendation re: Approve request from Andrew Werblow, Door County Delivers, to operate taxicab.
  - \* i. Finance/Purchasing & Building Committee recommendation re: Approve lease as presented with Great Lakes Towing.
8. Mayoral Appointments.
  9. Public Hearing re: Levying Special Assessments upon property for Curb and Gutter and Sidewalk for areas described as N. 14<sup>th</sup> Ave: West side of roadway from Egg Harbor Road to Bluebird Street & Rhode Island St: North side of roadway from City Softball fields to S. 14<sup>th</sup> Ave.
  10. Public Hearing re: Levying Special Assessments upon property for installation of Curb and Gutter and Sidewalk for areas described as: Alley W14 (Between E Oak St and E Pine St from S Madison Ave to S Neenah Ave) on the north side of the ally from the west side of the parking lot for Kitty O'Reilly's Irish Pub to S Neenah Ave.
  11. Resolution Awarding the Sale of \$2,445,000 General Obligation Promissory Notes.
  12. Resolution re: Approving Boundaries and Project Plan for TID #7.
  13. Consideration of: Approval of Proposal from Cedar Corp and to Pursue the WisDOT STP-Urban grant for S Duluth Ave and complete Intermunicipal Agreement for Cost Sharing.
  14. Finance/Purchasing & Building Committee recommendation re: Accept the WIPFLi CPA's and Consultants 2021 financial audit report and place on file.
  15. City Administrator report.
  16. Mayor's report.
  17. Convene in closed session in accordance with the following exemption:
 

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

Consideration of: Right of way acquisition of real estate connecting Grant Avenue and Sawyer Drive.

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

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 5.13.22

Time: 12:00 pm

By: JM

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

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

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

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

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

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

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

RESPECTFULLY,  
MAYOR DAVID J. WARD

REVISED: 6/2/20

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CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

6.

INVOICES DUE ON/BEFORE 05/17/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL FUND				
	BALLFIELD LIGHTING			
WPPI ENG	WPPI ENERGY	05/22 ATHLETIC FLD LIGHT PROJ	01-000-981-70000	1,365.39
		TOTAL BALLFIELD LIGHTING		1,365.39
		TOTAL GENERAL FUND		1,365.39
LAW/LEGAL				
03950	DAVIS KUELTHAU	03/22 GENERAL LEGAL MATTERS	01-110-000-55010	624.00
03950		03/22 DEVELOPMENT AGREEMENTS	01-110-000-55010	260.00
03950		03/22 RUENGER PROPERTY	01-110-000-55010	208.00
03950		03/22 OPTION TO PURCHASE	01-110-000-55010	598.00
		TOTAL		1,690.00
		TOTAL LAW/LEGAL		1,690.00
CITY CLERK-TREASURER				
03330	VALERIE CLARIZIO	04/22 MILEAGE/CLARIZIO	01-115-000-55600	290.16
17700	QUILL CORPORATION	HP305A YELLOW TONER	01-115-000-51950	138.99
17700		HP305A CYAN TONER	01-115-000-51950	138.99
17700		LEGAL PAD/TAPE/PENS/ENVELOPES	01-115-000-51950	159.24
		TOTAL		727.38
		TOTAL CITY CLERK-TREASURER		727.38
ADMINISTRATION				
17700	QUILL CORPORATION	WHITE NOTECARDS	01-120-000-51950	22.49
		TOTAL		22.49
		TOTAL ADMINISTRATION		22.49
COMPUTER				
03101	CDW GOVERNMENT, INC.	CREDIT RETURN	01-125-000-55550	-70.96
03101		SURFACE-CDVL-MO	01-125-000-55550	1,088.91
04696	DOOR COUNTY TREASURER	04/22 IS INTERNET	01-125-000-55550	100.00
04696		04/22 2ND QTR SOFTWARE COSTS	01-125-000-55550	2,764.91
04696		04/22 TECH SUPPORT	01-125-000-55550	4,166.67
04696		04/22 4G INTERNET	01-125-000-55550	375.00
04696		04/22 1ST QTR FIBER LOCATES	01-125-000-55550	318.85
		TOTAL		8,743.38
		TOTAL COMPUTER		8,743.38
CITY ASSESSOR				

INVOICES DUE ON/BEFORE 05/17/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
01740	ASSESSMENT TECHNOLOGIES	ASSESSOR DATA HOSTING	01-130-000-51100	876.24
		TOTAL		876.24
		TOTAL CITY ASSESSOR		876.24
BUILDING/ZONING CODE ENFORCEMENT				
DCI	DOOR COUNTY INSPECTIONS, LLC	04/22 BUILDING PERMITS	01-140-000-55010	14,455.64
		TOTAL		14,455.64
		TOTAL BUILDING/ZONING CODE ENFORCEMENT		14,455.64
CITY HALL				
10750	PREMIER CONCRETE INC	SEALANT	01-160-000-51850	336.00
10750		ANTI SLIP ADDITIVE	01-160-000-51850	69.00
12100	LAMPERT YARDS INC	4 BAGS SAND	01-160-000-55300	41.56
VIKING	VIKING ELECTRIC SUPPLY, INC	LIGHTS	01-160-000-51850	75.82
WARNER	WARNER-WEXEL LLC	PAPER TOWELS	01-160-000-54999	61.06
WARNER		TRASH BAGS	01-160-000-54999	59.72
		TOTAL		643.16
		TOTAL CITY HALL		643.16
INSURANCE				
MCCLONE	MCCLONE AGENCY, INC	06/22 WORK COMP	01-165-000-58750	11,063.00
MCCLONE		06/22 GEN LIAB	01-165-000-58750	2,661.00
MCCLONE		06/22 POLICE LIAB	01-165-000-57150	1,424.00
MCCLONE		06/22 PUBLIC OFFICIAL LIAB	01-165-000-57400	2,263.00
MCCLONE		06/22 CYBER LIAB	01-165-000-55450	322.00
MCCLONE		06/22 AUTO LIAB	01-165-000-55200	1,564.00
MCCLONE		06/22 AUTO PHYSICAL DAMAGE	01-165-000-55200	2,404.00
		TOTAL		21,701.00
		TOTAL INSURANCE		21,701.00
GENERAL EXPENDITURES				
04696	DOOR COUNTY TREASURER	04/22 CITY HALL PHONE SVC	01-199-000-58200	45.55
04696		04/22 FIRE PHONE SVC	01-199-000-58200	13.57
04696		04/22 MUN SVC PHONE SVC	01-199-000-58200	18.00
04696		04/22 POLICE PHONE SVC	01-199-000-58200	20.28
		TOTAL		97.40
		TOTAL GENERAL EXPENDITURES		97.40

INVOICES DUE ON/BEFORE 05/17/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
POLICE DEPARTMENT				
MODERN	MODERN MARKETING	ASSORTED OFFICE SUPPLIES	01-200-000-51950	280.73
TOTAL				280.73
TOTAL POLICE DEPARTMENT				280.73
POLICE DEPARTMENT/PATROL				
04575	DOOR COUNTY HARDWARE	DECALS/SQUAD EVIDENCE KITS	01-215-000-54999	13.18
04575		KEYCHAINS	01-215-000-54999	14.22
04590	HUMANE SOCIETY	3RD QTR ANIMAL CONTROL	01-215-000-55100	3,750.00
06592	FOX VALLEY TECHNICAL COLLEGE	EVIDENCE TECH SCHOOL/GANDER	01-215-000-55600	695.00
DEIBELE	LUKE DEIBELE	TRAINING MEAL EXPENSES/DEIBELE	01-215-000-55600	38.69
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	EXPLORER MAINTENANCE	01-215-000-58600	67.73
JIM FORD		SQUAD 80 MAINTENANCE	01-215-000-58600	734.51
JIM FORD		SQUAD 10 MAINTENANCE	01-215-000-58600	51.23
JIM FORD		SQUAD 30 MAINTENANCE	01-215-000-58600	72.23
SWIT	SWITS	INTERPRETATION 4.24.22	01-215-000-58999	75.00
SWIT		CONNECTION FEE	01-215-000-58999	1.00
SWIT		INTERPRETATION 4.27.22	01-215-000-58999	50.00
SWIT		CONNECTION FEE	01-215-000-58999	1.00
TOTAL				5,563.79
TOTAL POLICE DEPARTMENT/PATROL				5,563.79
POLICE DEPT. / INVESTIGATIONS				
ACCURINT	LEXISNEXIS RISK SOLUTIONS	04/22 CONTRACT FEES	01-225-000-57950	116.56
TOTAL				116.56
TOTAL POLICE DEPT. / INVESTIGATIONS				116.56
FIRE DEPARTMENT				
FIRE DEPARTMENT				
15890	PACK AND SHIP PLUS	SHIPPING SCBA TEST EQUIP	01-250-000-54999	30.30
PATS	DEBBIE DERENNE	M731 REPAIR	01-250-000-53000	34.20
PAULCONW	PAUL CONWAY SHIELDS	3 PAILS FOAM	01-250-000-54999	483.52
PORT	WEST MARINE PRODUCTS INC	M731 WIRING	01-250-000-53000	73.16
TOTAL FIRE DEPARTMENT				621.18
TOTAL FIRE DEPARTMENT				621.18
STORM SEWERS				
10750	PREMIER CONCRETE INC	CONCRETE MANHOLE ADJUSTMENTS	01-300-000-51150	586.25
FARRELL	FARRELL EQUIPMENT & SUPPLY INC	18" SAW BLADE	01-300-000-54999	359.99
FARRELL		20" SAW BLADE	01-300-000-54999	389.99
LILY BAY	LILY BAY SAND & GRAVEL LLC	RIP RAP	01-300-000-54999	17.00
TOTAL				1,353.23

DATE: 05/10/1922  
TIME: 14:33:00  
ID: AP443ST0.WOW

CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/17/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
		TOTAL STORM SEWERS		1,353.23
LARGE ITEM PICKUP / LEAF COLL				
GFLENVIR	GFL ENVIRONMENTAL, INC	1.99 TN RECYCLE/1 TV/2 FREON	01-311-000-58400	291.83
		TOTAL		291.83
		TOTAL LARGE ITEM PICKUP / LEAF COLL		291.83
STREET SWEEPING				
19880	STURGEON BAY UTILITIES	STREET SWEEPER WATER USAGE	01-330-000-53050	6.19
25700	ZARNOTH BRUSH WORKS INC	5 GUTTER BROOMS	01-330-000-51400	834.00
MACQUEEN	MACQUEEN EQUIPMENT, LLC	SWEEPER SHOES	01-330-000-51400	119.10
MACQUEEN		FREIGHT	01-330-000-51400	18.82
		TOTAL		978.11
		TOTAL STREET SWEEPING		978.11
ROADWAYS/STREETS				
12100	LAMPERT YARDS INC	TREATED 4X4X8	01-400-000-54999	28.74
		TOTAL		28.74
		TOTAL ROADWAYS/STREETS		28.74
SNOW REMOVAL				
SNOW REMOVAL				
13655	MONROE TRUCK EQUIPMENT, INC	SALTER FEED CHAIN	01-410-000-51400	1,268.90
13655		SHIPPING	01-410-000-51400	125.42
		TOTAL SNOW REMOVAL		1,394.32
		TOTAL SNOW REMOVAL		1,394.32
STREET SIGNS AND MARKINGS				
06012	FASTENAL COMPANY	HARDWARE	01-420-000-52550	6.42
18450	RENT-A-FLASH	STOP SIGNS X 10	01-420-000-52600	386.00
18450		YIELD SIGNS X 10	01-420-000-52600	275.00
18450		SHIPPING	01-420-000-52600	20.00
		TOTAL		687.42
		TOTAL STREET SIGNS AND MARKINGS		687.42

INVOICES DUE ON/BEFORE 05/17/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
STREET MACHINERY				
04545	DOOR COUNTY COOPERATIVE/NAPA	WIPER BLADES	01-450-000-53000	37.80
04545		STROBE LIGHT	01-450-000-53000	156.99
04603	HALRON LUBRICANTS INC	DIESEL EXHAUST FLUID	01-450-000-51650	841.95
06012	FASTENAL COMPANY	MIDLINK	01-450-000-53000	23.66
06012		BOLTS	01-450-000-53000	131.39
08225	HERLACHE SMALL ENGINE	AIR FILTER	01-450-000-52150	12.65
ENVIROTE	BOGIE ENTERPRISE, INC	CONTROLLER/CORD	01-450-000-53000	895.96
ENVIROTE		SHIPPING	01-450-000-53000	31.70
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	WIPER BLADES	01-450-000-53000	29.98
TOTAL				2,162.08
TOTAL STREET MACHINERY				2,162.08
CITY GARAGE				
06012	FASTENAL COMPANY	SAFETY VESTS	01-460-000-52350	89.76
06012		EMER EYE WASH/SHOWER STATION	01-460-000-52350	834.20
AMER O D	AMERICAN OVERHEAD DOOR	RPM SENSOR	01-460-000-58999	60.00
AMER O D		LABOR	01-460-000-58999	840.00
AMERWELD	AMERICAN WELDING & GAS, INC	GAS BOTTLE RENTAL	01-460-000-58999	157.10
NORTHERN	NORTHERN METAL & ROOFING CO	ROOFING LABOR/DPW	01-460-000-55300	570.00
NORTHERN		ROOFING MATERIALS/DPW	01-460-000-55300	45.78
VIKING	VIKING ELECTRIC SUPPLY, INC	2 EMERGENCY LIGHTS	01-460-000-55300	59.98
TOTAL				2,656.82
TOTAL CITY GARAGE				2,656.82
CELEBRATION & ENTERTAINMENT				
06012	FASTENAL COMPANY	HARDWARE	01-480-000-51550	77.25
TOTAL				77.25
TOTAL CELEBRATION & ENTERTAINMENT				77.25
PARK & RECREATION ADMIN				
MAGICAL	MAGICAL ENTERTAINMENT LLC	MAGIC SHOW-SUMMER KICKOFF	01-500-000-52250	460.00
TOTAL				460.00
TOTAL PARK & RECREATION ADMIN				460.00
PARKS AND PLAYGROUNDS				
03025	CAPTAIN COMMDES INC	DOG PARK PORT A POTTI	01-510-000-58999	100.00
04545	DOOR COUNTY COOPERATIVE/NAPA	PAINT	01-510-000-52100	32.45
13049	MAY'S SPORT CENTER	THR CONTRL	01-510-000-51900	41.99
13049		CREDIT RETURN	01-510-000-51900	-41.99
19959	SUPERIOR CHEMICAL CORP	URINE CATCHERS	01-510-000-51850	281.25



INVOICES DUE ON/BEFORE 05/17/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
19959		BOWL CLEANER	01-510-000-51850	115.06
19959		SHIPPING	01-510-000-51850	49.47
SALZ	SALZSIEDER LANDSCAPE & NURSERY	2 HACKBERRY TREES	01-510-000-58450	430.00
SALZ		3 HERITAGE OAK TREES	01-510-000-58450	645.00
VIKING	VIKING ELECTRIC SUPPLY, INC	LIGHT FIXTURE	01-510-000-54999	148.12
WARNER	WARNER-WEXEL LLC	CLEANING/MAINTENANCE SUPPLIES	01-510-000-51850	2,393.89
TOTAL				4,195.24
TOTAL PARKS AND PLAYGROUNDS				4,195.24
BALLFIELDS				
BALLFIELDS				
HORST	HORST DISTRIBUTING	BALLFLD MAINTENANCE SUPPLIES	01-520-000-54999	723.40
TOTAL BALLFIELDS				723.40
TOTAL BALLFIELDS				723.40
MUNICIPAL DOCKS				
20070	TAPCO	04/22 HOSTING FEE	01-550-000-58999	50.00
TOTAL				50.00
TOTAL MUNICIPAL DOCKS				50.00
COMMUNITY & ECONOMIC DEVLPHMT				
15028	MARTY OLEJNICZAK	CONFERENCE EXPENSE/OLEJNICZAK	01-900-000-55600	1,551.53
TOTAL				1,551.53
TOTAL COMMUNITY & ECONOMIC DEVLPHMT				1,551.53
TOTAL GENERAL FUND				73,514.31
CAPITAL FUND				
CITY HALL				
CITY HALL EXPENSE				
WATERTIG	MIKE'S WATERTITE	GUTTERS/DPW COLD STORE BLDG	10-160-000-59085	2,770.00
TOTAL CITY HALL EXPENSE				2,770.00
TOTAL CITY HALL				2,770.00
PATROL				
PATROL				
13320	JEFFERSON FIRE & SAFETY, INC	SCUBA TANK CYLINDERS	10-215-000-59999	8,322.72
ROLLIN	ROLLIN-ON TRAILER SALES, LLC	CARGO TRAILER/DIVE EQUIP	10-215-000-59999	12,000.00
TOTAL PATROL				20,322.72

INVOICES DUE ON/BEFORE 05/17/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
<b>CAPITAL FUND</b>				
PATROL				
PATROL				
TOTAL PATROL				20,322.72
<b>PARKS AND PLAYGROUNDS</b>				
PARKS AND PLAYGROUNDS				
13360	MENARDS-GREEN BAY EAST	MATERIALS/SHADE BLDG DOG PK	10-510-000-59075	1,711.64
TOTAL PARKS AND PLAYGROUNDS				1,711.64
TOTAL PARKS AND PLAYGROUNDS				1,711.64
TOTAL CAPITAL FUND				24,804.36
<b>TID #6 DISTRICT</b>				
TID #6 DISTRICT				
TID #6 DISTRICT				
03950	DAVIS KUELTHAU	03/22 L DANIEL KRUEGER CLOSING	22-360-000-55001	52.00
R0000620	ROBERT W BAIRD & CO	TID 6 PROJECT PLAN	22-360-000-55001	6,750.00
TOTAL TID #6 DISTRICT				6,802.00
TOTAL TID #6 DISTRICT				6,802.00
TOTAL TID #6 DISTRICT				6,802.00
<b>TID #4 DISTRICT</b>				
TID #4 DISTRICT				
TID #4 DISTRICT				
03950	DAVIS KUELTHAU	03/22 GRANARY MATTERS	28-340-000-55001	803.50
TOTAL TID #4 DISTRICT				803.50
TOTAL TID #4 DISTRICT				803.50
TOTAL TID #4 DISTRICT				803.50
<b>SOLID WASTE ENTERPRISE</b>				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
GPLENVIR	GFL ENVIRONMENTAL, INC	CARDBOARD RECYCLING BIN	60-000-000-58350	797.48
GPLENVIR		208.94 TN GARBAGE	60-000-000-58300	14,051.24
GPLENVIR		67.36 TN RECYCLING	60-000-000-58350	1,058.90
TOTAL SOLID WASTE ENTERPRISE FUND				15,907.62
TOTAL SOLID WASTE ENTERPRISE FUND				15,907.62
TOTAL SOLID WASTE ENTERPRISE				15,907.62
TOTAL ALL FUNDS				121,831.79

**MANUAL CHECKS**

PENINSULA TITLE 05/02/22 Check 90208 Alabama Place-Krueger Parcel Purchase 10-199-000-59080	\$38,430.00
DELTA DENTAL 05/02/2022 Check # 90209 05/22 Dental Insurance Various Departmental Accounts	\$6,232.32
EFT GROUP INSURANCE 05/02/2022 Check # 90209 05/22 Health Insurance Various Departmental Accounts	\$114,543.80
WISCONSIN PUBLIC SERVICE 05/05/2022 Check #90252 04/22 Statement charges Various Departmental Accounts	\$2,715.10
SPECTRUM 05/09/22 Check # 90256 04/22 Cable Statement Charges Various Departmental Accounts	\$176.94
Walmart-Capital One 05/09/22 Check # 90257 04/19 Statement Charges Various Departmental Accounts	\$109.14
AT&T FIRST MOBILITY 05/09/2022 Check # 90258 04/22 Police Cellphone Statement 01-215-000-58250	\$1,610.36
<b>TOTAL MANUAL CHECKS</b>	<b>\$ 163,817.56</b>

INVOICES DUE ON/BEFORE 05/17/2022

VENDOR # NAME ITEM DESCRIPTION ACCOUNT # AMOUNT DUE

SUMMARY OF FUNDS:

GENERAL FUND	73,514.31	237,331.87
CAPITAL FUND	24,804.36	
TID #6 DISTRICT	6,802.00	
TID #4 DISTRICT	803.50	
SOLID WASTE ENTERPRISE	15,907.62	
TOTAL --- ALL FUNDS	121,831.79	285,149.35

Helin Bacon May 10, 2022  
John Ummering May 10, 2022  
John Will - May 10, 2022

COMMON COUNCIL  
May 3, 2022

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

Nault/Gustafson to adopt the agenda. Carried.

No one spoke during public comment.

Bacon/Wiederanders to approve following bills: General Fund – \$119,434.29, Capital Fund - \$2,075.61, Cable TV - \$5,361.25, TID #4 - \$950.00, and Solid Waste Enterprise Fund - \$10,557.03 for a grand total of \$138,398.18. Roll call: All voted aye. Carried.

Williams/Nault to approve consent agenda:

- a. Approval of 4/19/22 regular Common Council minutes.
- b. Place the following minutes on file:
  - (1) Historic Preservation Commission – 3/30/22
  - (2) Ad Hoc NERR Advisory Committee – 4/8/22
  - (3) Finance/Purchasing & Building Committee – 4/12/22
  - (4) Historic Preservation Commission – 4/14/22
  - (5) Harbor Commission – 4/21/22
- c. Place the following reports on file:
  - (1) Fire Department Report – March 2022.
- d. Consideration of: Beverage Operator licenses.
- e. Consideration of: Approval of Temporary Class B Beer and Class B Wine licenses.
- f. Consideration of: Approval of Six Month Class B Beer license.
- g. Consideration of: Approval of Sidewalk Café Permits.

Carried.

The Mayor presented the following appointments:

**Board of Review – 5 year term**

Robert Loss

Reeths/Gustafson to confirm. Carried.

**Cable Communication System Advisory Council – 2 year term**

Dan Williams, CPS Chr.

J. Spencer Gustafson

Robert Loss

Nault/Wiederanders to confirm. Carried.

**City Plan Commission – 3 year term**

Mark Holey

Jeff Norland

Nault/Williams to confirm. Carried.

Reeths/Nault to adopt Resolution Authorizing Execution of the DNR Principal Forgiven Financial Assistance Agreement. Carried.

Williams/Gustafson to approve the protective netting to be placed across City Property at the west side field, subject to the posts need to be at least six feet behind the outfield fence to allow for access and lawn mowing. Final locations to be field verified by Public Works prior to

installation. And all maintenance of the posts and netting are the responsibility of the developer (or future assigns). If the protective netting is no longer required, then the posts are to be removed at developer's (or future assigns) expense. Carried.

Statz/Bacon to approve the Purchase Agreement, Development Agreement, and Option to Repurchase for the sale of 4.41 acres to TTX Leasing, Inc. Carried.

#### RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to conditionally approve the extension to the Sturgeon Bay Historical Society, Teweles & Brandeis Grain Elevator development agreement, and direct staff to draft conditions including status updates, establish milestones and monthly updates for 12 months.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.


Bacon/Statz to adopt. Discussion took place regarding the financing of the project, monthly updates, status updates, establishing milestones and the history of the granary project. It was noted that the conditions are clearly spelled out in the Third Amendment to the Development Agreement Draft. Carried with Reeths voting no.

City Administrator VanLieshout gave his report.

Mayor Ward gave his report.

Wiederanders/Bacon to adjourn. Carried. The meeting adjourned at 6:58 p.m.

Respectfully submitted,



Stephanie L. Reinhardt  
City Clerk/HR Director

**Bicycle and Pedestrian Advisory Board Meeting Minutes  
Monday, April 4, 2022**

The Bicycle and Pedestrian Advisory Board meeting was called to order at 4:03 p.m. by Chairperson Kirsten Reeths in 2<sup>nd</sup> Floor Council Chambers, City Hall, 421 Michigan Street.

**Roll Call:** Members Chairperson Kirsten Reeths, Vice-Chairperson Chris Sullivan Robinson, Mike Marit, Mark Smullen, Brian Weiss, and Matt Young were present. Also present were Police Assistant Candy Jeanquart and Chief Clint Henry.

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

1. Roll call.
  2. Approval of agenda.
  3. Approval of minutes from March 14, 2022.
  4. Public comment
  5. Discussion of: May 14, 2022 Bike Rodeo & Community Day
  6. Future agenda items
  7. Adjourn
- All in favor. Carried.

**Approval of minutes from March 14, 2022:** Moved by Mr. Sullivan-Robinson, Seconded by Mr. Young to approve the minutes from March 14, 2022. **All in favor. Carried.**

**Public comment on non-agenda items:** None.

**Discussion of: May 14, 2022 Bike Rodeo:** Ms. Reeths presented the flyer she created open for suggestions. Mr. Young questioned if Mr. Joe Neuville discussed Door County Silent Sports Alliance doing bike inspections, Ms. Reeths confirmed. Ms. Reeths anticipates Mr. Spencer Gustafson attending the next meeting to update the Bicycle and Pedestrian committee members on the format of that day and their role. Mr. Sullivan-Robinson questioned if the 501 documentation is needed for the Dairy Queen donation, Mr. Reeths confirmed.

Ms. Reeths explained approximately 200 helmets are coming from Door County Silent Sports Alliance. Ms. Reeths would like to acknowledge the business that donated the helmets so will talk with Mr. Joe Neuville to confirm where they originated from. Mr. Marit questioned if everyone is guaranteed a bike helmet, Ms. Reeths confirmed. Mr. Marit asked what are the sizes and how does that work, Ms. Reeths stated will list while supplies last on the flyer. Mr. Weiss will research additional bike helmets for donation and questions how many students attended previous years. Chief Clint Henry explained the last event in 2018 hosted 10 students.

Mr. Marit asked if the bike stations will be installed in time for the event, Ms. Reeths indicated they will not.

Ms. Reeths spoke with Mike Barker, Municipal Services, regarding supplies along with assistance from the Sturgeon Bay Police Department to set up the barricades the night before to avoid overnight parking. Municipal Services will supply all the items needed for the course. Ms. Reeths will talk with Mr. Gustafson regarding utilizing the community room for a video the kids watch as part of the training.

Mr. Weiss asked how the students are going to be informed about the event. Ms. Reeths will get the flyer to Mr. Smullen after being approved, then Mr. Smullen will distribute to the parents and students. Ms. Reeths will also advertise on the radio, paper, and have posted on the city website. Mr. Young stated Mr. Smullen will handle the public schools, however what about the private schools. Ms. Smullen will communicate with the staff at those schools. Mr. Marit questioned the other schools in the area, Ms. Reeths indicated open to students living in the city limits.

Mr. Smullen questioned a back up plan with incumbent weather and offered reserving the Sturgeon Bay middle school gym. Ms. Reeths asked about the community portion of the event, Mr. Smullen indicated they can park in the back and have rooms to utilize for the video viewing. Ms. Reeths will add that to the flyer.

Mr. Marit questioned if there will be food. Ms. Reeths is waiting to hear from the Sturgeon Bay Booster Club. Ms. Reeths indicated she has another option in mind if that falls through, however not positive and no details provided. Ms. Reeths indicated the following vendors will have a table; Skate Park, Door County Sports Alliance and Bay Shore Outfitters. Nor Door Sports is unable to attend due to staffing.

**Future agenda items:**

- **Discussion of: May 14, 2022 Bike Rodeo & Community Day**
- **Discussion of: Sturgeon Bay Bike Masterplan**
- **Update of: Bike Map**
- **Discussion of: Future Sidewalks**

**Move to adjourn. All in favor. Carried. Meeting adjourned at 4:32 p.m.**

Respectfully submitted,



Candy Jeanquart  
Police Assistant



**COMMUNITY PROTECTION & SERVICES COMMITTEE**

**April 7, 2022**

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

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

1. Roll Call
2. Adoption of Agenda
3. Approval of Minutes from February 3, 2022
4. Public Comment on Agenda Items
5. Consideration of: Recognition Statement for Door County Medical Center
6. Consideration of: Request from Andrew Werblow to operate taxicab in the City of Sturgeon Bay, DBA Door County Courier – Set public hearing date
7. Consideration of: Technology Upgrades for the Community Room
8. Adjourn

*All Ayes. Carried.*

**Approval of Meeting Minutes**

*Moved by Ald. Reeths, seconded by Ald. Wiederanders to approve the February 3, 2022 minutes. All Ayes. Carried.*

**Public Comment**

None.

**DCMC Recognition**

Mayor Ward would like to recognize the efforts of Door County Medical Center and its employees during the pandemic. *Moved by Ald. Reeths, seconded by Ald. Wiederanders to approve the recognition statement as written and move it forward to the Common Council meeting on April 19, 2022 for presentation to Door County Medical Center. All eyes. Carried.*

**Door County Courier**

Andrew Werblow requested to operate a taxicab in the City of Sturgeon Bay, dba Door County Courier, LLC. Currently they are offering shuttle services allowing pick-up/drop-off services in Door County to Green Bay, and would like to be allowed to do the same within the City limits. Ald. Williams suggesting contacting the City Clerk to inquire whether a shuttle license would be more appropriate. Mr. Werblow said he will look into obtaining that as well.


It was decided by committee to allow Door County Courier to move forward with obtaining a taxicab/shuttle license in the City of Sturgeon Bay, and hereby schedule a public hearing on Thursday, May 5, 2022 at 4:30pm in the Council Chambers.

**Technology Upgrades for Community Room**

Finance would like the audio-visual equipment upgrade in the Community Room discussed as it will eventually need to be done. The funds would come from the Cable TV budget. Camera Corner was suggested as the chosen vendor, as the City uses them for other services and are satisfied with their customer support. This does not have to go out for bids or an RFP does not need to be developed to solicit other proposals. Ald. Williams would like to keep moving forward with the project, but would like to look at other options and consult with the City's IT person first. Ald. Reeths and Ald. Wiederanders both agree they would like to table the item for more consideration of other options.

*Moved by Ald. Wiederanders seconded by Ald. Reeths, to adjourn the meeting of the Community Protection Services Committee. All ayes. Carried. The meeting was adjourned at 4:54 p.m.*

Respectfully submitted,

  
Sarah Spude-Olson  
Police Department Office Manager

CITY OF STURGEON BAY  
LOCAL ARTS BOARD MEETING  
Wednesday, April 20, 2022  
Council Chambers, City Hall, 421 Michigan Street  
8:30 A.M.

A meeting of the Local Arts Board was called to order at 8:31 A.M., by Chairperson/Ald. Helen Bacon in Council Chambers, City Hall, 421 Michigan Street.

**Roll Call:** Members present were Ald. Helen Bacon, Stephanie Trenchard, Claire Morkin and melaniejane. Margaret Lockwood was excused. Claire Morkin arrived at 8:37 A.M. Also present were Administrative Assistant Suzanne Miller who arrived at 8:45 A.M., and Municipal Services Secretary Patty Quinn.

**Adoption of the Agenda:** Moved by Ms. Trenchard and seconded by Ms. melaniejane to adopt the agenda.

1. Roll Call
2. Adoption of the agenda
3. Review of Minutes from March 9, 2022
4. Chair's report
5. Public comment on agenda items
6. Update with Cathy Grier regarding Butch's Bar fencing
7. Discussion on budgeting and paying stipends to artists
8. Discussion on planning a possible mural event/festival
9. Rescheduling the June 8<sup>th</sup> meeting
10. Adjourn

All in favor. Carried.

**Review of Minutes from March 9, 2022:** No comments.

**Chair's report:** An update was provided on the Wisconsin Sea Grant mural. A call to artists was emailed out and posted on social media and the last day for an artist to submit their application is May 15<sup>th</sup>, 2022. A review and selection committee will be meeting the end of May – several of the LAB members are interested in being a part of this Sea Grant committee.

The members discussed planning a public dedication for the Woolly Mammoth metal art sculpture. Ald. Bacon is waiting to hear back from Destination Sturgeon Bay and is gathering info on plaques for the Bay View Park site.

An update was given on the Fincantieri/3<sup>rd</sup> Avenue beautification project and ordinances surrounding the work scheduled to be done. The old Red Oak Building area is on target to be completed in the spring of 2022 with other areas getting cleaned up soon thereafter.

Members spoke on setting up a standard/pre-written "call to artists/call to creativity" to use when needed.

**Public comment on agenda items:** The public was not present for any comments.

**Update with Cathy Grier regarding Butch's Bar fencing:** It was reported that the Butch's Bar site is about to be cleaned up and leveled and will become an unfenced grassy lot once filled in. It most likely will go up for sale. Ms. Grier suggested that stakes and banners with art could easily be put up at the property after the clean-up is complete. If a grassy lot, the City could possibly put a picnic table there and if the property is sold, artwork could be moved to a City park. Ms. Grier will be contacting the current owner of the property to see if they would be agreeable to putting any art and/or picnic table on the site.

**Discussion on budgeting and paying stipends to artists:** Ald. Bacon suggested that a formal budget be established for the Local Arts Board and that budget discussions will start late summer. Currently, funds are being taken from other areas such as parks and other general funds. Members spoke on the \$20,000 in funds set aside which is not a part of any budget and is being saved for a larger project such as financing a traveling art exhibit. If a budget is created, it would not be available to use until 2023 so grant money, miscellaneous City funds and donations would be used in the interim. Once a budget is available and after it is approved by Common Council, stipends could then be paid. The board felt that any initial budget would be working money needed for housekeeping items/operating expenses. More research will be done to see how other municipalities are set up to do this.

The members talked about what amount they would like to see become the City's standard stipend dollar payment. \$750 was suggested and all agreed on this number. Stipends shouldn't be retroactive and the group needs to create a list of possible payees and reasons for a stipend such as art, poet laureate, any art promotion. Ms. melaniejane suggested that it merely read "any art project that the City is working with for public art display".

Further conversation created two items to be added to next month's meeting agenda:

- Consideration for approval to pay \$750 in stipends to artists with art on loan to the city; and
- Consideration for approval to pay a \$750 stipend to artist Steven Haas for "Crosswind Approach".

**Discussion on planning a possible mural event/festival:** Ms. Erin LaBonte from Yonder Gallery and Studio, Algoma, joined the meeting to speak on a project she is working on with those that are collaborating on the Granary. She has been hired by a private donor to help celebrate the Granary with designing a mural for a wall near the Granary site, that would have a combined theme of the waterways, the Granary, and maybe past and present City history. Ms. LaBonte has had talks with one business owner on the West side whose outside wall of his building would be perfect for such a mural.

Ms. LaBonte described the kinds of projects she normally does and distributed a printout of several other projects she designed in other municipalities which consisted of a paint-by-number design which the community can participate in and help in painting the murals. She asked the board for any ideas on other walls near the Granary that are flat and suitable for painting.

**Rescheduling the June 8<sup>th</sup> Meeting:** The June meeting originally scheduled for June 8<sup>th</sup> will be changed to June 15<sup>th</sup> at 8:30 A.M. Summer-time meetings will be from 8:30 A.M. to 9:30 A.M. due to the board's busy schedules that time of year.

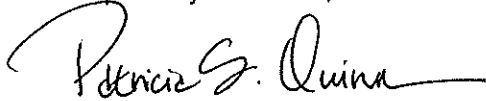
**Possible Items for next month's agenda:**

- Discussion on planning a possible mural event/festival with artist Claire Erickson.
- Discussion on a call for artists in Green Bay
- Consideration for approval to pay \$750 in stipends to artists with art on loan to the city; and
- Consideration for approval to pay a \$750 stipend to artist Steven Haas for "Crosswind Approach".

**Next Meeting Date: Wednesday, May 11, 2022 @ 8:30 A.M. – Council Chambers, City Hall.**

Motion to adjourn by Ms. melaniejane and seconded by Ms. Trenchard. All in favor. Carried. Meeting adjourned at 9:46 A.M.

Respectfully submitted,

A handwritten signature in black ink, reading "Patricia S. Quinn". The signature is written in a cursive style with a long horizontal line extending to the right.

Patricia S. Quinn

**Zoning Board of Appeals  
April 26, 2022**

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

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

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

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from March 22, 2022 and March 29, 2022.
4. Public Hearing: Petition for variance from Section 20.295 and 20.27 (2) of the City of Sturgeon Bay Zoning Code for Buster Crook, located at 59 E Oak Street, Parcel #281-46-65010201.
5. Consideration of: Petition for variance from Section 20.295 and 20.27 (2) of the City of Sturgeon Bay Zoning Code for Buster Crook, located at 59 E Oak Street, Parcel #281-46-65010201.
6. Adjourn.

All ayes. Carried.

**Approval of Minutes from March 22, 2022 and March 29, 2022:**

Moved by Ms. Schopf, seconded by Mr. Murrock to approve the minutes from March 22, 2022 and March 29, 2022. All ayes. Carried.

**Public hearing: Petition for variance from Section 20.295 and 20.27(2) of the City of Sturgeon Bay Zoning Code for Buster Crook, located at 59 E Oak Street, Parcel #281-46-65010201:**  
Chairperson Murrock opened the public hearing at 12:01 p.m.

Zoning variance request read aloud by Ms. Spittlemeister.

Mr. Murrock explained the process for the public hearing.

Mr. Sullivan-Robinson introduced the item for public hearing. Mr. Crook would like to build a 52' by 30' tiki bar and are requesting a variance for a setback of 11 feet, however the plan provided with the application shows a setback of 15 feet. According to zoning code, accessory buildings for commercial lots must have a setback of 25 feet. Properties on the north side of the alley are zoned commercial, while properties on the south side are residential. The Board should consider the residential setback requirements versus the commercial. Also, consider the commercial property on the south side of the alley on Neenah Avenue which went through the PUD process to receive a variance with a 5' setback. Mr. Olejniczak added that the printout from the county has not been updated and may not be 100% accurate.

Mr. Murrock inquired is there was a minimum requirement between buildings.  
Mr. Sullivan-Robinson responded that minimum requirement is 10 feet.

Buster Crook, 727 Prairie Lane, is owner of Kitty O'Reilly's Irish Pub and property. They are requesting a variance to extend an existing building in the back. The idea started at first with a patio and has changed to a building with garage doors that can be opened when possible. The building will be ADA compliant and have two bathrooms. Neighbors in the area were concerned about parking, which will remain the same. They would also like to clean up their parking lot in the very near future.

Mr. Murrock asked if they were planning landscaping.

Mr. Crook replied they will. Their intention is not to do a lot as they want to keep as much parking as possible.

Mr. Murrock questioned if storm water runoff was addressed.

Mr. Crook responded they are working with City Engineer Shefehik, as most of that will be addressed when the alley behind them will be redone.

Mr. Murrock asked how many employees they currently have.

Mr. Crook stated they currently have 27 and up to 40 during the summer months.

Mr. Chaudoir asked what was their outdoor seating capacity.

Mr. Crook replied the current outdoor patio can seat 75-100 people and up to 60 more with the addition of the new building. The kitchen would not be able to handle more.

Mr. Chaudoir inquired if the new addition would be heated.

Mr. Crook mentioned that it would not, as it is a seasonal structure to be used between April-October. The bathrooms would be winterized and not used during the colder months. They may use propane heaters approved for outdoor venues.

Mr. Chaudoir questioned if the new building would provide an additional entrance to the bar.

Mr. Crook responded they would like to keep the current patio as the primary entrance to the establishment.

Mr. Chaudoir asked when the alleyway was scheduled to begin.

Mr. Crook stated that it will be starting within the next 30-45 days.

Mr. Chaudoir inquired if their parking lot would be paved.

Mr. Crook replied they would like to get that done within the next two years, but if possible this fall.

Joe, Gille, 5620 Old Country Circle, New Franken, builder for the project. The accessory building cannot move closer to the main structure for fire reasons. If the accessory building were closer than 20 feet, they would have to reengineered plans and combine to the main structure. The building will be a stud framed building with steel siding and roof, doors in between columns, cedar wainscoting on the inside. There will be ADA compliant men's and women's restrooms and storage area used for supplies.

Mr. Augustson questioned why the proposed building is situated 15 feet from the property line when there is ample area to place the building elsewhere on the property that would satisfy the 25 foot setback.

Mr. Crook responded that if the building was placed elsewhere, a good majority of their parking lot would be utilized for the new building.

Amy Crook, 727 Prairie Lane, owner of Kitty O'Reilly's mentioned when this process was started, the main thing they were interested in was getting additional bathrooms for their customers. The new addition would provide those restrooms and additional space for guests while they wait for their tables.

Mr. Murrock asked what the parking requirements were for employees.

Mr. Sullivan-Robinson stated that property is zoned C-2 Central Business District, which does not have any requirements for commercial use.

Tom Cofrin, 3334 Barrick Heights Road, spoke in favor of the project. He supports the new plan and stated they will make the addition look good.

Peter Hickey, 8606 Riley Bay Road, supports the project. Amy will do a fantastic job with landscaping for the new project, Kitty's is a tremendous addition to the westside and there are other buildings within the 15 feet of the alleyway.

Gary Nault, 711 Hickory Street, represents district as Alderperson. Their establishment is very tasteful and close to the waterfront. The commercial building on the south side of the alley off Neenah Avenue will be closer at 5 feet, feels 15 feet setback from the alley is better. Rain water runoff will run along curb in the alley and go into the storm sewer drainage on Neenah Avenue.

Jeff Tebon, 3343 Barrick Heights Road, spoke in favor. He owns and operates Culligan Water Conditioning of Sturgeon Bay next to Kitty's. Over the years, he has seen the property improve. Jeff has worked with the Crooks and with the PUD development on the south side of the alley. The expansion at Kitty's with the added restrooms will benefit him and his employees, as they are continually moving the porta potties back into place and picking up garbage. The expansion will also help with noise and keep people out of the alley. This alley may be the busiest one in the City. When fencing was put in, it helped with flow of people so they are not walking through Culligan's lot. There has always been an issue with parking. Jeff would like the parking lot to be done at the same time as the building.

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

No one spoke in opposition of the variance request.



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

The public hearing was declared closed at 12:56 p.m.

**Consideration of: Petition for variance from Section 20.295 and 20.27(2) of the City of Sturgeon Bay Zoning Code for Buster Crook, located at 59 E Oak Street, Parcel #281-46-65010201:**

Committee members concurred there was support from neighbors and the expansion would be nicely done. There was concern in regards to the parking lot. Mr. Chaudoir would like documentation that the parking lot would be done within the next two years.

Mr. Crook responded that his goal is to get the parking lot paved as soon as possible, but by doing so needs to be cost prohibited.

The project at Kitty O'Reilly's will also be presented to the Aesthetic Board of Appeals in a couple weeks.

Moved by Ms. Schopf, seconded by Mr. Chaudoir to approve the variance from Sections 20.595 and 20.27(2) as presented. Ms. Schopf's reasons that it is a great improvement for customers and the community and will add aesthetics value. Mr. Chaudoir's reasons are that it is a great improvement, helps address the water problem, and setting the expansion closer to the main structure will bring up a lot of problems for the business. Roll call: all ayes. Carried.

Moved by Mr. Chaudoir, seconded Ms. Schopf to adjourn. All ayes. Carried. The meeting adjourned at 1:04 p.m.

Respectfully submitted,



Laurie Spittlemeister,  
Deputy Clerk/Treasurer

**JOINT REVIEW BOARD**  
**Tuesday April 26, 2022**

A meeting of the Joint Review Board was called to order at 1:06 p.m. by Chairperson VanLieshout in Council Chambers, City Hall, 421 Michigan Street.

**Roll call:** Members present were City Representative Joshua VanLieshout, Door County Representative Ken Papich, NWTC Representative Gina VanEgren per zoom, Sturgeon Bay Schools Representative Mike Stephani. Also present were Community Development Director Marty Olejniczak, Finance Director/City Treasurer Val Clarizio, Planning/Zoning Administrator Sullivan-Robinson, Robert W Baird Representative Brian Ruechel and Office Accounting Assistant II Tricia Metzger.

**Agenda:**

1. Call to Order.
2. Roll Call.
3. Approval of the Minutes from the March 29, 2022 JRB Meeting.
4. Review and discussion of the proposed Project Plan and Boundary for Tax Incremental District No.6.
5. Approval of the Joint Review Board Resolution creating TID No. 6.
6. Adjourn.

**Approval of the Minutes for March 29,2022:** Moved by Mr. Papich, seconded by Mr. Chaudoir to approve the minutes from March 29,2022. Carried.

**Review and discussion of the proposed Project Plan and Boundary for Tax Incremental District No. 6:** Community Development Director Olejniczak stated the project plan presented has been updated upon advice from the JBR, and approval from both the Plan Commission and Common Council. Some of the projects were increased, including turning what is the currently a pedestrian/bike path from Bonnie View into full-fledged street. Some additional paving of Egg Harbor Rd and related areas were added. In addition, \$100,000 was included for a program requested by the Plan Commission that would provide landscaping, signage, and exterior improvements to the business corridor. The anticipated development is high enough that with the plan changes there is little impact to the proforma. The TID is still expected to pay off well in advance of its closure date. Both the Plan Commission and Common Council have adopted resolutions for creation of the TID, the final approval needed is before this Committee today.

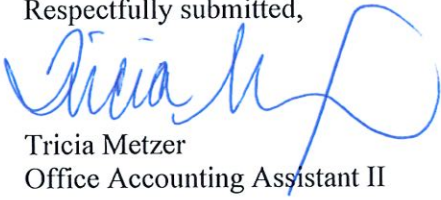
Mr. Chaudoir questioned whether extending the road from Bonnie View to Egg Harbor Rd could include connection to 12<sup>th</sup> Ave. Mr. Olejniczak stated the official map shows the right of way going right thru the NorDoor Cycle shop. With the tax increment, there may be an opportunity to build a new business, relocate the cycle shop and put the road thru in a manner that makes sense from an engineering perspective.

Mr. Chaudoir questioned if there is room in the budget to provide incentives for the cycle shop owner if the business were to relocate. Mr. Olejniczak explained, the road is budgeted in the project plan. A relocation is costlier, but there is enough leeway in the budget, if not the project plan could be amended.

**Approval of the Joint Review Board Resolution creating TID No. 6:** Moved by Mr. Papich, seconded by Mr. Chaudoir to approve the Joint Review Board resolution creating Tax Incremental District No. 6. Carried.

**Adjourn:** Moved by Mr. Papich, seconded by Mr. Stephani to adjourn. Carried. The meeting adjourned at 1:13p.m.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Tricia Metzger", with a large, stylized flourish extending to the right.

Tricia Metzger  
Office Accounting Assistant II

**JOINT REVIEW BOARD**  
**Tuesday April 26, 2022**

A meeting of the Joint Review Board was called to order at 1:20 p.m. by City Administrator VanLieshout in Council Chambers, City Hall, 421 Michigan Street.

**Roll call:** Members present were City Representative Joshua VanLieshout, Door County Representative Ken Papich, NWTC Representative Gina Van Egren per zoom, Southern Door School Representative was excused. Also present were Community Development Director Marty Olejniczak, Finance Director/City Treasurer Valerie Clarizio, Planning/Zoning Administrator Sullivan-Robinson, Robert W Baird Representative Brian Ruechel and Office Accounting Assistant II Tricia Metzger.

**Agenda:**

1. Call to Order.
2. Roll Call.
3. Appointment of Chairperson.
4. Appointment of Public Member.
5. Discuss Role of the Joint Review Board
6. Overview of purpose and description of the Tax Incremental District No.7 being created.
7. Set next meeting date for formal review and action on Tax Incremental District No.7.
8. Adjourn.

**Appointment of Chairperson:** Moved by Mr. Pabich seconded by Ms. Van Egren to nominate Joshua VanLieshout as Chairperson of the Joint Review Board. Carried.

**Appointment of Public Member:**

Moved by Ms. Van Egren, seconded by Mr. Papich to nominate Bill Chaudoir as the public member of the Joint Review Board. Carried. Mr. Chaudoir then joined the meeting.

**Discuss Role of the Joint Review Board:** Community Development Director Olejniczak stated the members present have had extensive experience participating was on the Joint Review Board therefore discussion of the Joint Review Board role was brief.

**Overview of purpose and description of the Tax Incremental District No.7 being created:**

Community Development Director Olejniczak explained the City has annexed property over the years that are in the Southern Door School District. This would be the first Southern Door TID. The property located on the West side is a vacant lot that the City would like to see developed as commercial or multi-family residential. The comprehensive plan recommends either type of development. There is a developer proposing to build a 96- unit housing development on this vacant lot. However due to high construction costs they are requesting financial assistance. The Council has agreed to provide assistance thru a developer financed TID loan contingent upon adoption of the TID. If this Board or the Plan Commission rejects the TID the financial assistance disappears and the property likely will not develop. Mr. Olejniczak stated the preliminary project plan presented is a one lot TID. The future use is for apartments, providing financial incentives for the apartments and a few items related to the development, such as roads that may be impacted by the project. The project plan identifies it as a mixed- use district, that would pay off toward the end of the district. With this in mind, Staff reviewed and removed the Ashland Ave intersection improvements as this project is already in process and would not be eligible for reimbursement from the TID after the fact. In addition, one street project and park improvements were scaled down which improved the proforma.

Mr. Papich questioned with the elimination of the Ashland Ave project, is the option available to allocate those costs to project # 5 extending sidewalks on S Duluth Ave? Mr. Olejniczak stated the project cost allocation was not changed for #5. Mr. VanLieshout commented that including the sidewalk costs into the project plan is an option as long as the TID closes out within a 5-year period before the closing of the TID. The City prefers not to have projections run out to the last year or two.

Mr. Papich also questioned if expanding the TID boundary to the South and South of Hwy 42/57 would be considered. He commented that according to the map a road is in the right of way. Mr. VanLieshout stated there are two areas of concern, first this TID will be in two different school districts, secondly can the City use the rights of way to connect segments of the TID or does it have to be done by adjoining or abutting parcels. Mr. Olejniczak commented the project plan could be redone with the boundaries but the opportunity to expand the district now or in the future is still an option as is creating a separate district.

**The next meeting date is planned for May 24, 2022 at 1:30 pm in the Council Chambers, City Hall. However, in the event there is no Zoning Board of Appeals meeting on this date the JRB will meet at 1:00 p.m.**

**Adjourn:** Moved by Mr. Chaudoir, seconded by Mr. Papich to adjourn. Carried. The meeting adjourned at 1:38p.m.

Respectfully submitted,



Tricia Metzer  
Office Accounting Assistant II

**FINANCE/PURCHASING & BUILDING COMMITTEE**  
**April 26, 2022**

A meeting of the Finance/Purchasing & Building Committee was called to order at 4:00 pm by Chairperson Bacon in the Council Chambers, City Hall. Roll call: Alderpersons Bacon, Wiederanders and Williams were present. Also present: Mayor Ward, Alderperson Nault, Alderperson Reeths, City Administrator VanLieshout, City Treasurer/Finance Director Clarizio, and Office Accounting Assistant II Metzger.

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

1. Roll call.
2. Adoption of agenda.
3. Public comment on agenda items and other issues related to finance & purchasing.
4. Consideration of: Request from Sturgeon Bay Historical Society to amend the Teweles & Brandeis Grain Elevator (Granary) Development Agreement to allow an additional eleven (11) months for substantial completion.
5. Consideration of: 2021 Audit
6. Consideration of: Technology Upgrades for the Community Room.
7. Review bills.
8. Adjourn.

Carried.

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

Consideration of: Request from Sturgeon Bay Historical Society to amend the Teweles & Brandeis Grain Elevator (Granary) Development Agreement to allow an additional eleven (11) months for substantial completion.

Beth Renstrom, Sturgeon Bay Historical Society Executive Director proposed an amendment to extend the Teweles & Brandeis Grain Elevator (Granary) development agreement for 11 months, until April 30, 2023. Supply chain issues have caused delays with materials, primarily windows and electric panels. The project is at a standstill until they know if the extension is granted. She stated the next immediate phase of the project will be to install the columns, put sheer walls in place and frame out the windows.

Alderperson Williams remarked that the amendment presented, other than a date change and comments to supply chain issues, does not provide any accountable conditions. Progress on this project over the past year has been minimal, materials could have been ordered a year ago. While the rationale for the extension is understood the process should have been handled differently.

Ms. Renstrom commented that the project just received state approval based on what was spec'd for the windows, for everything. There were some adjustments based on cost increases.

Alderperson Williams remarked that 3 years ago when the City asked for plans and processes they were never provided, and had they been we would not be in this position today. Going forward there have to be contingencies put in place for this extension. If the extension is approved today, in 60 days the City should see purchase orders. If there are delays then the City needs to see documentation that substantiates the delays. The City needs to be protected and this agreement presented today does not provide any protection to the City if some of these perimeters don't happen, the City needs some sort of recourse. Tangible positive proof is needed.

Ms. Renstrom noted that they do a monthly update call with the construction crew, architect and team, City Administrator and the Community Development Director so they are aware of the progress.

Alderson Williams stated that the City still has never received any plans, nor received any subsequent documents that outline what is going to happen. There is a process for every building that is constructed in the City especially if that project has a development agreement which includes the process of how the project will proceed, which has again never been done, none of the steps have been taken.

Ms. Renstrom questioned what processes have not been done? Alderson Williams commented that materials could have been ordered a year ago. Ms. Renstrom interjected that they didn't have a design a year ago. Alderson Williams restated that is the point, 3 years ago we asked for a plan.

Ms. Renstrom commented that changes have been made since this project began and she felt there is a good working relationship with the City and would like that to continue. She stated that during the monthly update calls she was not made aware that they were not doing what was necessary. Alderson Williams agreed that the relationship has improved.

City Administrator VanLieshout stated this project started about 6 months prior to the expiration of the development agreement. That is not how the process works and it is not an adequate amount of time for a project of this scale. He reiterated that Alderson Williams is asking for documentation as a measure of progress for this Committee and the Council, that steps are being taken towards the completion of the project. He explained when the City has money invested, or the project is on public land, the projects have a development agreement approved by the Council. The agreement outlines certain terms that include performance reports. The Granary project involves City investment.

Mayor Ward summarized the history of the Granary project, adding that the goal is to ensure this project is completed and reassure the public. Therefore, going forward, he outlined potential conditions:

- Status updates on permits and permission that are needed or acquired
- Establish milestones
- Monthly updates for the next 12 months with copies of purchase orders.

The Committee continued discussion on the suggested conditions.

Moved by Alderson Williams, seconded by Alderson Wiederanders to recommend to Common Council to conditionally approve the extension to the Sturgeon Bay Historical Society, Teweles & Brandeis Grain Elevator development agreement, and direct Staff to draft conditions including status updates, establish milestones and monthly updates for 12 months. Carried.

#### Consideration of: Technology Upgrades for the Community Room:

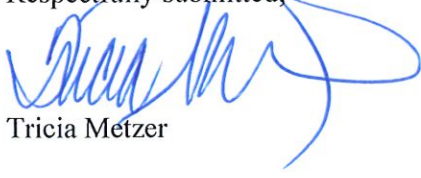
City Administrator VanLieshout informed the Committee that this item came back to Finance after it was denied by the Community Protection & Services Committee. At this time the project will not move forward until issues with IT services are resolved. However, when ready an RFP will go out for bids.

#### Review bills

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

Moved by Alderson Williams, seconded by Alderson Wiederanders to adjourn. Carried. The meeting adjourned at 4:49 pm.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Tricia Metzger', with a large, sweeping flourish extending to the right.

Tricia Metzger



## CITY PLAN COMMISSION MINUTES April 27, 2022

A meeting of the City Plan Commission was called to order at 7:00p.m. on Wednesday, April 27<sup>th</sup>, 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, Dennis Statz, Mark Holey, Debbie Kiedrowski, and Jeff Norland were present. Kirsten Reeths attended remotely. Staff present were Community Development Director Marty Olejniczak, Zoning and Planning Administrator Christopher Sullivan-Robinson, City Administrator Josh VanLieshout, City Engineer Chad Shefchik, and Administrative Assistant Suzanne Miller.

**Agenda (#2):** Motion by Holey and second by Norland to accept the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from March 30, 2022.
4. Public comment on non-agenda Plan Commission related items.
5. Project plan and boundaries for Tax Incremental District No. 7:
  - a. Presentation
  - b. Public Hearing
  - c. Consideration/Recommendation
6. Consideration of: Development proposals for property owned by the City of Sturgeon Bay on the west side of S. Hudson Avenue (parcel #281-68-18000607B).
7. Consideration of: Initial presentation of zoning map amendment to change the zoning classifications of property owned by the City of Sturgeon Bay on the west side of S. Hudson Avenue (parcel #281-68-18000607B) from Agricultural (A) to Two-Family Residential (R-3).
8. Adjourn.

**Approval of minutes from March 30, 2022 (#3):** Motion by Statz and second by Kiedrowski to approve the minutes from February 16, 2022. All ayes. Motion carried.

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

**Project plan and boundaries for Tax Incremental District No. 7 (#5):**

**Presentation:** Olejniczak described the proposed TID #7 as a mixed-use district with a planned 96-unit apartment complex on a single parcel east of the existing Target store. The TID has a 20-year life. The City would provide financial incentives and public improvements in the region. He stated the Commission could approve the TID in accordance with the original financial proforma presented or approve with the alternative financial proforma developed to remove a number of expenditures to avoid the TID from closing in the last year. The Commission can also choose not to approve the TID or put forth a different plan.

Brian Reuchel representing RW Baird & Co. described the TID as including a currently vacant parcel with a base value at creation of \$143,000. The City's financial incentives will total \$1.5million. The original financial proforma would require all 20 years of the TID to achieve positive results. The alternative proforma would achieve positive results 3 years earlier by removing the Ashland Ave. highway improvement costs from the TID and reducing the budgeted park improvements by \$50,000.

Olejniczak explained this is a small TID with little risk for the City. City tax collections will repay the Developer, who took out a loan of \$1.6million. If the taxes collected are less than projected, the Developer absorbs the loss. Additionally, the Joint Review Board would approve the City's projects related to the TID

but the City can safeguard by holding off on its committed improvements until the tax monies are verified. Staff does not recommend expanding this TID to a larger project as the parcel is bordered by Town of Nasawaupee property to the south.

Ward stated the TID has a good chance of success and revenues that flow from the project may well be higher than projected.

The Commission raised the following concerns: 1.) The effect of interest rates and inflation and could the Developer pull out of the project if rates were too high. Olejniczak confirmed that could happen. 2.) What is the status of annexations of nearby properties? Olejniczak explained the City would like to clean up the boundaries in that area and does have some annexation agreements already in place. 3.) How completion of projects removed from the TID through the alternative financial proforma will be financed.

**Public Hearing: Opened and closed at 7:27p.m.** No citizens present to speak.

**Consideration:** Motion by Norland and second by Statz to approve the Resolution to adopt the proposed Project Plan and Boundaries for Tax Incremental District No. 7, a mixed-use district where not less than fifty percent (50%) by area of the real property within the district is suitable for industrial, commercial, and/or residential development, in accordance with the alternate financial proforma presented by RW Baird. All ayes. Motion carried.

**Consideration of: Development proposals for property owned by the City of Sturgeon Bay on the west side of S. Hudson Avenue (parcel #281-68-1800607B) (#6):**

Olejniczak explained the City purchased the parcel off of So. Hudson Ave. to develop single-family housing. A request for proposals was issued and two proposals received. The first, from Duquaine Development, included all single-family homes at approximately \$350,000. The second, from SC Swiderski, included primarily single-family with some two-family dwellings at approximately \$315,000. Both Developers were requesting the land for \$1.00 and City-provided infrastructure. Staff reported the City's incentive for either proposal to be large, equaling \$45,000 per lot for land and infrastructure. Staff would like to consider lower-cost homes in the \$250,000 range and are asking the Commission for feedback. The City can use American Recovery Act funds for affordable housing for this project.

Sullivan-Robinson explained the City's future land use map supports this type of medium density residential development.

VanLieshout explained the market changed and homes are more expensive now. Both developers' proposals were reasonable and accurate. If the City wants to create single-family homes in the \$250,000 range, the City may have to act as the Developer.

Shefchik stated the City will be taking an upfront risk by providing the infrastructure. He recommends new home construction with more basic specifications to bring the purchase price down. The City could put restrictions on qualifications for buyers of the homes.

The Commissioners raised the following concerns: 1.) They would support the development if the home prices could be reduced. 2.) Could "Wausau" type / manufactured homes be built? 3.) Could the developers be asked to build smaller homes to bring the purchase price down? 4.) The City may need the tax revenue of the more expensive homes. 5.) The Commission should lean toward affordable housing. 6.) Could duplexes, 4-, 6-, or 8-plexes be considered? 7.) The location is perfect and a walkable neighborhood of mixed housing should be considered.

No action was taken.

**Consideration of: Initial presentation of zoning map amendment to change the zoning classifications of property owned by the City of Sturgeon Bay on the west side of S. Hudson Avenue (parcel #281-68-18000607B) from Agricultural (A) to Two-Family Residential (R-3) (#7):**

Sullivan-Robinson explained the current zoning of the parcel, on the west side of S. Hudson Avenue [Agricultural (A)] does not match what the City plans to do with the property. The Future Land Use Map of the Comprehensive Plan allows R-2 [single-family residential, with two-family as A) a conditional use or B) a permitted use for up to 25% of the lots if designated as two-family at the time of platting], R-3 (two-family residential, which allows both single- and two-family, or R-4 (multi-family). Staff is recommending the new classification be Two-Family Residential (R-3) which is consistent with the Future Land Use Map and both of the development proposals received for the parcel.

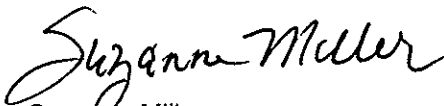
Olejniczak explained the R-3 classification is in line with the district. The first public hearing would be held during the City Plan Commission meeting in May. The Commission could back off R-3 and proceed with R-2 in the future if needed. The Commission cannot, however, move from R-2 to R-3 without another public hearing.

Motion by Holey and second by Bacon to amend the zoning map to change the zoning classifications of the entire property owned by the City of Sturgeon Bay on the west side of S. Hudson Avenue (parcel #281-68-18000607B) from Agricultural (A) to Two-Family Residential (R-3). All ayes. Motion carried.

**Next meeting:** Chair Ward stated the next meeting of the Commission is moved to Wednesday, May 25th, 2022 at 7pm.

**Adjourn (#8):** Norland made the motion to adjourn, second by Bacon. All ayes. The motion carried. The meeting adjourned at 8:07p.m.

Respectfully submitted, -



Suzanne Miller  
Administrative Assistant

AESTHETIC DESIGN AND SITE PLAN REVIEW BOARD  
Monday, May 9, 2022

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

**Roll Call:** Members Rick Wiesner, Jon Burk, Dave Augustson, Kelsey Fox, Mark Struck, Pam Jorns and Cheryl Frank were present. Also present were Planner/Zoning Administrator Christopher Sullivan-Robinson, City Engineer Chad Shefchik and Community Development Administrative Assistant Cindy Sommer.

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

1. Roll call.
2. Adoption of agenda.
3. Consideration of: 68-unit multifamily development for Cherry Point Investments, LLC, located at 1116/1148 Egg Harbor Road.
4. Consideration of: Approx. 52 ft x 30 ft building addition for Rhoden and Amy Crook located at 59 E. Oak St.
5. Adjourn.

All ayes. Carried.

**Consideration of: 68-unit multifamily development for Cherry Point Investments, LLC, located at 1116/1148 Egg Harbor Road:** Mr. Sullivan-Robinson presented the proposed 68-unit multifamily development for Cherry Point Investments, LLC, consisting of five 12-unit residential buildings, two 4-unit buildings with three sets of 24-unit garages in a pod layout located on Egg Harbor Road. The project has been approved for Zoning Code compliance. The Fire Department has no concerns. Storm water management is being reviewed by the City Engineer and Baudhuin Engineering, and will incorporate a water flow analysis of drainage within the area. Signage, garbage and lighting has not been addressed. Staff recommends approval subject to storm water management, lighting to be directed downward and shielded with LED lights, garbage and gazebo plans to be approved by the Chair.

Mr. Weisner questioned the type of materials to be used. Jeff Halbrook, represent for Cherry Point Investment, LLC, explained that the material will be vinyl siding in blue and gray with Anderson Alliance vinyl lined windows, aluminum clad LED lighting that shines down with fire extinguishers on garage buildings located under the lights between every third garage door. Garages will match but will likely be gray siding only. The roof line will have a one-foot step down every four units. Sidewalks will be along the side of the driveway, to the gazebo, and with access to the grilling area.

Mr. Augustson questioned the direction of the siding. Cherry Point explains it will be horizontal with white trim and white windows with a transition piece between the blue and gray. The front of the residential buildings will be blue and gray and the back will be gray with blue on the side of the garage gables.

Mr. Struck questioned the gazebo plan. Cherry Point explained that it hasn't been fully developed but will likely be about 12 ft x 14 ft with a steel roof. The gazebo would be built on a slab. The playground will have bark or rubber base with motion-detector flood lights on the end of the garage for safety in the playground area.

Ms. Jorns questioned the type of storm ponds being constructed and whether a safety fence was needed. Mr. Shefchik explained they will likely be mostly dry ponds averaging 2-3 feet deep with the deepest about five feet deep. They may have a little standing water after heavy rains but will drain quickly. There is no requirement for fencing around the ponds.

Ms. Jorns questioned the need for a buffer to neighboring properties. Mr. Shefchik explained there will be a berm with vegetation for privacy and the grading plan shows contour changes to help with diverting headlights, but a line of hedges could be put in if the City feels it is needed.

Ms. Jorns questioned the garbage plan. Cherry Point explained they will be enclosed on three sides at the west side of the garages. Dumpsters will be at an angle for the trucks to have access.

Moved by Mr. Struck to accept as presented with lighting directed downward, seconded by Mr. Burk. Mr. Augustson amended motion to clarify elevation changes in roof line. Cherry Point explained that roof line of garages will also be raised to allow for break in center.

Moved by Mr. Struck to approve as presented with gazebo and lighting to be approved by Chair, seconded by Mr. Burk. All ayes. Motion carried.

**Consideration of: Approx. 52 ft x 30 ft building addition for Rhoden and Amy Crook located at 59 E. Oak St.:** Mr. Sullivan-Robinson presented a proposed 52 ft x30 ft building addition to Kitty O'Reillys tiki bar located at 59 E. Oak Street. Addition is to be fully enclosed with two bathrooms. Building plan has already gone through Zoning Board of Appeals to obtain variance from 25 ft setback and has been approved with a 15 ft setback. Design, location, materials and lighting have all been approved. Staff recommends approval of the plan as presented. Buster and Amy Crook further explained that the plan was originally to add bathrooms but has expanded to allow for better flow of customers around the tiki bar area. One side of the building will have garage doors that can be opened in nice weather. It will be in about the same location as the tent that is normally used for St. Patricks' Day. The roof will be black metal with dark charcoal metal siding and natural cedar plank boards on the parking lot side, with black doors and black windows.

Mr. Weisner questioned whether the fasteners on the siding would be exposed. Mr. Crook assured the Board that he will make that happen. He will contact Mr. Sullivan-Robinson if that becomes a concern.

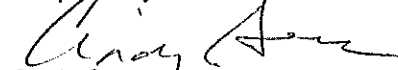
Ms. Crook explained that the lighting will consist of four downward facing lights on both sides of the building for safety.

Ms. Jorns questioned the landscape plan. Ms. Crook explained that she would like to put upright cedars next to the alley but the alley is currently being redone. A slab was also put in to divert water and she isn't sure how much space will be available for trees but will add trees if space permits.

Moved by Ms. Jorns to accept as presented with the exception that the rivets on the siding are to be approved by the Chair. Seconded by Mr. Burk. All eyes. Motion carried.

**Adjourn:** Moved by Ms. Jorns, seconded by Mr. Burk to adjourn. All ayes. Carried. The meeting adjourned at 6:55 p.m.

Respectfully submitted,



Cindy Sommer  
Community Development  
Administrative Assistant



# 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 April, 2022

Date: May 6, 2022

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

### Crimes Investigated

The Department, during the month, investigated a total of 40 crimes.

These crimes can be broken down and classified as follows.

Bail Jumping.....	02
Theft.....	04
Fraud / Forgery.....	06
Death Investigation.....	03
Domestic Abuse.....	03
Disorderly Conduct.....	05
Possess Controlled Substance.....	02
Violate Court Order.....	01
Threats to Injure.....	03
Burglary.....	02
Criminal Damage to Property.....	06
Sex Offenses.....	03
<b>TOTAL 40</b>	

### Arrests

The Department completed a total of 94 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 Arrests

Aggravated Battery.....	01
Battery.....	02
Bail Jumping.....	01
Possess Burglary Tools.....	01
Armed Burglary.....	01

Burglary.....	01
Physical Abuse of Child.....	02
False Imprisonment.....	02
Possess Controlled Substance.....	03
Strangulation / Suffocation.....	01
Armed Robbery.....	01
	<b>TOTAL 16</b>

**B. Misdemeanor Crime Arrests**

Disorderly Conduct.....	09
Battery.....	04
Resist / Obstruct Officer.....	02
Possess Controlled Substance.....	01
Criminal Damage to Property.....	02
Trespass to Dwelling.....	01
	<b>TOTAL 19</b>

Wisconsin Probation & Parole Arrests / Warrant Arrests.....	06
	<b>TOTAL 06</b>

**C. Ordinance Violation Arrests**

Disorderly Conduct.....	02
Unvaccinated Pet.....	01
Meddle w/Destruction of Property.....	01
Allow Animal to Run at Large.....	01
Nuisance or Dangerous Animal.....	01
Resist/Interfere w/ Officer.....	01
	<b>TOTAL 08</b>

**D. Traffic Crime Arrests**

Operate while Intoxicated.....	01
Operate while Revoked.....	02
Ignition Interlock Tampering.....	02
Operate w/o Driver's License.....	02
	<b>TOTAL 07</b>

**E. Traffic Violation Arrests**

Operate Motor Vehicle while Intoxicated.....	05
Operate Motor Vehicle while Suspended/Revoked.....	07
Speeding.....	03
No Valid Driver's License.....	04
Operate M/V without Insurance.....	01
Miscellaneous Violations.....	18
	<b>TOTAL 38</b>

In addition to the preceding arrests, the Department conducted a total of 184 traffic stops during the month and logged 74 violations for various motor vehicle defects and local ordinances and issued 59 written warnings for those violations. A total of 0 parking tickets were issued for violations throughout the city.

**Traffic Accidents**

The Department during the month investigated a total of 09 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 .....	09
	(greater than \$1,000.00)	
D.	Motor Vehicle Accidents Involving Property Damage .....	00
	(less than \$1,000.00)	<b>TOTAL 09</b>

**Police Service Calls**

Department members handled 341 service calls during the month. These calls consist of both citizen requests for police service as described below (286), crimes investigated (40), traffic accidents investigated (09), and Wisconsin Probation and Parole Assists (06).

A.	Traffic and Road Incidents.....	54
	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.....	27
	Assistance rendered to the Ambulance Service and sick or injured persons.	
D.	Alarms.....	20
	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.....	21
	Investigations by officers of noisy animals, loose animals, animal bites, wild animals and sick, injured or dead animal complaints.	
F.	Civil Disputes.....	05
	Arguments between neighbors, landlords and tenants, and family members where no crimes have been committed.	
G.	Escorts.....	05
	Transporting citizens, money escorts for area financial institutions, funerals, and for area industry and farming.	



H. Citizen Assist .....51

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 ..... 19

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.....02

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 .....07

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 .....40

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 .....23

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 286**

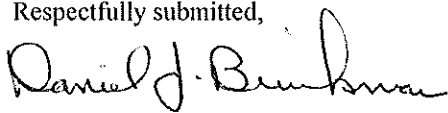
**Department Training**

The Joint SWAT Team and Dive Team completed their monthly training. Department members attended Sexual Assault Response Team training, three officers became certified as Department Field Training Officers, two officers attended training to become Crisis Negotiators and four officers attended Crisis Intervention Partnership training.

**Department Education**

Assistant Chief Brinkman presented Civilian Response to Active Threat Events to Door County Medical Center employees to include the Fish Creek campus. These presentations will continue during month of May.

Respectfully submitted,



Assistant Chief Daniel J. Brinkman

**BEVERAGE OPERATOR LICENSES**

1. Carstens, Anthony S.
2. Forry, William J.
3. Gerwin, Bradley J.
4. Henry, Julie A.
5. Herlache, Olivia M.
6. Hilsabeck, David L.
7. Johnson, Mark J.
8. Li, Chun Fong
9. Magaurn, Todd A.
10. Mistele, Jessica L.
11. Pfannenstiel, Michael J.
12. Poh, Rachel A.
13. Rosenfeld, Jeremy J.
14. Sallien, Daniel J.
15. Suess, Amanda M.
16. Tafacory, Farrah L.

**CLASS A BEER AND CLASS A LIQUOR:**

Jandu Oil Inc  
Agent: Parvinder Jandu  
1009 Egg Harbor Road  
Sturgeon Bay, WI 54235  
DBA: Jandu Petroleum #9  
Dates: June 1, 2022 – June 30, 2022

### SIDEWALK CAFÉ PERMIT APPLICATION

Application for sidewalk café permit must include:

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

Name of applicant: BRICK LOT PUB, WENDI CARTER

Establishment Name: BRICK LOT PUB

Address: 253 N. 3rd Ave

Phone/Email: 920 495-9339 bricklotpub@yahoo.com

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

Date Completed Application Submitted: 5.3.22

Community Development Approval: [Signature] 5.5.2022

Department of Public Works Approval: [Signature] 5-5-2022

Date of Common Council Approval: \_\_\_\_\_

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

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

## SIDEWALK CAFÉ PERMIT APPLICATION

Application for sidewalk café permit must include:

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

Name of applicant: Wendi Carter, BH Canvas

Establishment Name: Crate

Address: 136 N. 3rd Ave

Phone/Email: 920 495-9339

Written Request Submitted       Cert of Insurance (additional insured) submitted

Scaled Diagram submitted       Hold Harmless Certificate submitted

Fee Paid —

Date Completed Application Submitted: 5.3.22

Community Development Approval: [Signature] 5-5-2022

Department of Public Works Approval: [Signature] 5-5-2022

Date of Common Council Approval: \_\_\_\_\_

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

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

**CITY OF STURGEON BAY  
STREET CLOSURE APPLICATION**

Name of Applicant: FAIRFIELD SB LLC. ANTHONY SCIMECA  
 Name of Event: REPLACE HVAC UNIT. (EMERGENCY)  
 Contact Phone #: 815-704-7083 830am (per phone conversation w/ Tony)  
 Date(s) of Event: 6-2-22 Time: ~~7:00~~-3:00 P/M  
 Estimated # of Attendees: 4  
 Specific Location: 242 Michigan St

- Attach map of requested street closure area including barricades location, tent/booth location, or any street obstruction. The map must be in final form.
- Attach Certificate of Insurance with the City listed as ADDITIONAL INSURED. Limits as follows: Commercial General Liability - \$1,000,000 each occurrence limit; Fire Damage Limit - \$50,000 any one fire; Medical Expense Limit - \$5,000 any one person; and Workers Compensation - As required by the State of Wisconsin.
- Temporary Beer and/or Wine license has been applied for, approximately four weeks prior to the event date, by a qualified organization and fee paid. (If applicable.)
- Hold Harmless Agreement has been signed of Officer(s) of Event/Organization.
- Agreement for Reimbursement of Expenses has been signed by Officer(s) of Event/Organization.
- If tents larger than 20 x 20 are used, must agree to contact the Fire Department for inspection, prior to event.

What arrangements are made for clean up? Anthony Scimeca  
 Other comments or explanation: EMERGENCY HVAC Replacement  
 Signature of Responsible Party: Anthony Scimeca  
 Address: 11 E OAK ST STURGEON BAY WI  
 Date Submitted: 5-12-22

**(Street Closure applications may not be submitted/approved more than 90 days in advance of event date.)**

Approval:	Fire Chief: <u>[Signature]</u>	Date: <u>5/12/22</u>
	Police Chief: <u>Clint Henry - SC</u>	Date: <u>5/12/22</u>
	Comm. Dev: <u>Marty Olegnicki - SC</u>	Date: <u>5/12/2022</u>
	Streets/Parks: <u>[Signature]</u>	Date: <u>5/12/2022</u>
	City Clerk: <u>Skennhardt</u>	Date: <u>5/12/22</u>
	Finance Dir: <u>[Signature]</u>	Date: <u>5/12/22</u>
	City Engineer: <u>[Signature]</u>	Date: <u>5-12-22</u>
	City Admin: <u>Josh VanDusen - SC</u>	Date: <u>5/12/22</u>

Common Council Approval Date: \_\_\_\_\_

- Copy of Approved Street Closure Application sent to EMS Director.

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

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

The undersigned in consideration of being allowed to use City property to ANTHONY SCIMECA, which shall encroach in the public right-of-way adjacent to property located at 842 MICHIGAN ST SB, do hereby release, acquit, and forever discharge the City of Sturgeon Bay, its officers, agents, and employees (hereinafter known as City), from any and all actions, causes of action, claims, demands, costs, expenses and compensation related to property damages, personal injury or death arising out of any accident or occurrence while maintaining said encroachment in the public right-of-way. The undersigned further agrees to hold harmless and defend the City from any claims or actions arising from said HVAC REPAIRS as an encroachment in the public right-of-way.

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

Dated this 12 day of MAY, 2022

By: Anthony Scimeca

By: ANTHONY SCIMECA


**CITY OF STURGEON BAY  
AGREEMENT FOR REIMBURSEMENT OF EXPENSES**

**WHEREAS** the City of Sturgeon Bay has created Section 3.035 of the Municipal Code authorizing the City Clerk - Treasurer to charge for reimbursement of legal, consulting, incidental, and special events expenses incurred on behalf of and/or for the benefit of third parties for services rendered by the City of Sturgeon Bay;

**AND WHEREAS** the undersigned has requested services and/or authorizations of the City of Sturgeon Bay which will result in the necessity to incur legal, consulting, incidental, or special event expenses on behalf of the undersigned or in consideration of the request submitted by the undersigned;

**NOW, THEREFORE, IT IS AGREED** that the undersigned will reimburse the City of Sturgeon Bay by providing payment to the City Clerk - Treasurer within fourteen (14) days of receiving an invoice, for all legal, consulting, incidental, and special event expenses incurred by the City of Sturgeon Bay for the benefit of the undersigned or for the consideration of the request submitted by the undersigned. These expenses are likely to include the following: Planning and engineering review, legal review and document preparation, recording, publication, special events, and miscellaneous expenses.

This Agreement must be signed prior to the initiation of any action by the City of Sturgeon Bay.

Dated: 5-12-2022 

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

Company Name (if applicable): DESIGN TEMPERATURE

Billing Address: 11 E OAK ST

STURGEON BAY WI 54235

Telephone: 815-404-7083





SCIMECA-01

NEALB

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
5/12/2022

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

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

PRODUCER Insurance Services HQ LLC 904 S Route 31 Mc Henry, IL 60050	CONTACT NAME:	
	PHONE (A/C, No, Ext): (815) 385-8660	FAX (A/C, No): (815) 385-8727
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Westfield Insurance	24112
INSURED  The Fairfield SB, LLC 11 East Oak Street Sturgeon Bay, WI 54235	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

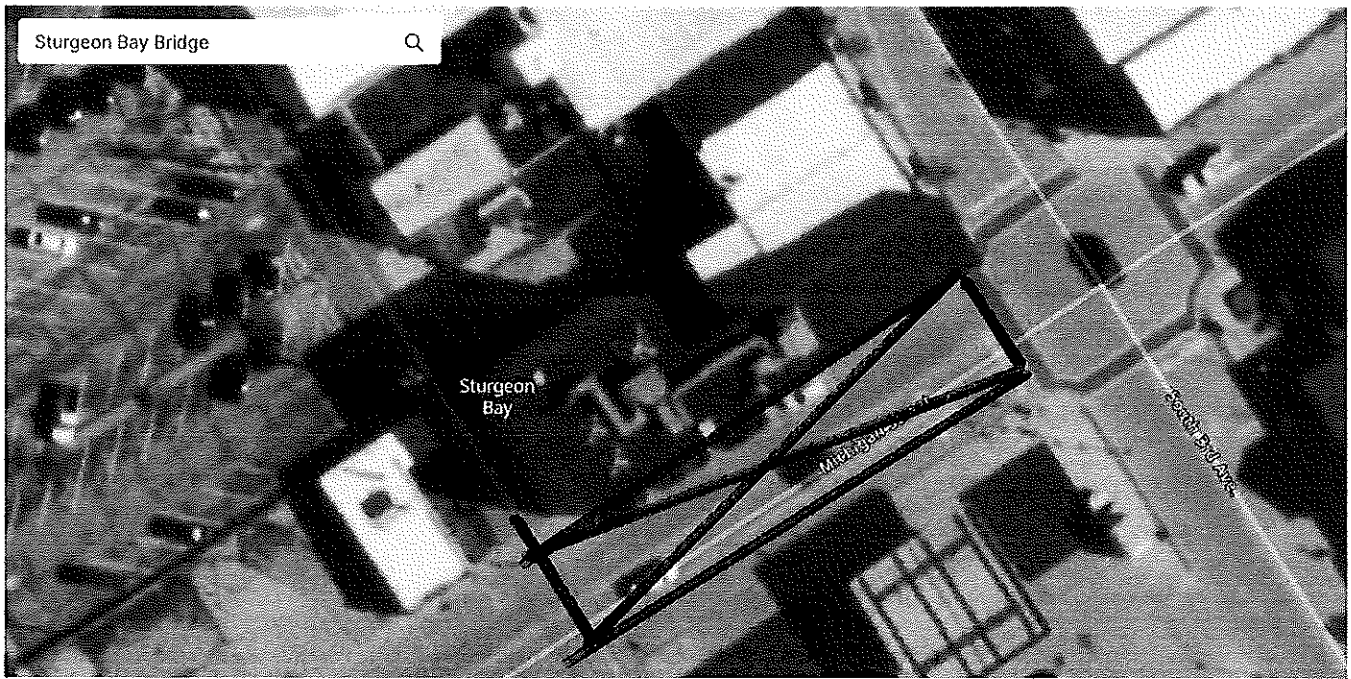
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		164420W	10/1/2021	10/1/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			164420W	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Building-Spl/RC			164420W	10/1/2021	10/1/2022	Ded 2,500	1,919,435
A	BI-Spl-Incl Theft			164420W	10/1/2021	10/1/2022	12 Months ALS	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is named as Additional Insured

**CERTIFICATE HOLDER****CANCELLATION**

City of Sturgeon Bay 835 N. 14 Ave Sturgeon Bay, WI 54235	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Paul Hoyer</i>



EAST - 3 RD AVE  
WEST - ALLEY  
BOTH EAST & WEST SIDE OF  
MICHIGAN ST.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend the Common Council approve the request from Andrew Werblow, Door County Delivers, to operate a taxicab in the City of Sturgeon Bay DBA Door County Courier.

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: May 5, 2022

\* \* \* \* \*

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

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

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

## EXECUTIVE SUMMARY

**TITLE:** Request from Door County Delivers LLC (DBA Door County Courier) to operate a taxicab in the City of Sturgeon Bay.

**BACKGROUND:** Andrew Werblow has submitted his application for a taxicab license to the City Clerk. The application is in order. Typically, this application is handled at the Community Protection & Services Committee where a public hearing is held to deem public necessity.

Section 9.06(3) of the Municipal Code (Taxicabs) states that a public hearing will be held to deem public convenience and necessity of granting such a license. Section 9.06 is attached. After the public hearing, a recommendation to the Common Council is necessary.

**FISCAL IMPACT:** The fiscal impact includes a revenue source of \$17.00 for the first vehicle and \$11.00 for each additional vehicle for licensing fees.

**OPTIONS:** Schedule a date for a public hearing, for the Community Protection & Services Committee, to deem public convenience and necessity of granting such a license.

**PREPARED BY:**

  
Stephanie L. Reinhardt, City Clerk/Human Resources Director

**REVIEWED BY:**

  
Clint Henry, Police Chief

**DATE:**

3/14/22

To whom it concerns,

Door County Delivers LLC DBA Door County Courier would like to apply for a taxicab license in the city of Sturgeon Bay. Our main goal of applying for this license is to increase the availability of shuttle services from various airports to Sturgeon Bay and Door County. Door County is transforming from a regional tourist location to a national and international tourist location and more and more people are flying into Wisconsin and needing transportation to Sturgeon Bay and Door County. This is a service we have seen lacking in our community. Door County Courier would like to help fill this need while also providing the residents of Sturgeon Bay with various taxicab rides throughout the city, county, and region.

We will be conducting business as Door County Courier and will be using the following address:

Door County Courier  
359 Louisiana St. #325  
Sturgeon Bay, WI 54235

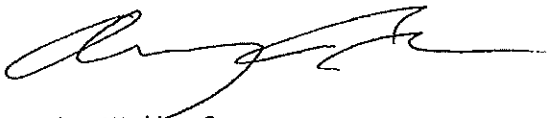
We are currently using one vehicle for taxicab purposes:

2014 Dodge Grand Caravan, Color: Graphite, VIN #: 2C4RDGCG4ER451989, Title #: 21228TU42013-8,  
Plate #: AMM-6961, Capacity: 6 passengers.

We are in the process of purchasing a second taxicab vehicle and can provide those details and pay the additional fee once available.

Please find attached our insurance documents. Thank you for your time and consideration.

Sincerely,



Andrew Werblow, Owner  
Door County Delivers LLC DBA Door County Courier  
920-559-0339  
[www.doorcountycourier.com](http://www.doorcountycourier.com)

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## 9.06 Taxicabs.

- (1) *Definition of taxicab.* The term "taxicab" shall include all vehicles transporting passengers for remuneration for which patronage is solicited publicly. This section shall not apply to:
  - (a) Vehicles operating on established routes which are regulated by the Public Service Commission of Wisconsin;
  - (b) Vehicles rented to be driven by the renter or his/her agent, commonly known as rent-a-cars;
  - (c) Vehicles operated solely as funeral cars or ambulances; and
  - (d) Vehicles operated solely for a shuttle service between the city and destination points outside of the city.
- (2) *Taxicab license.* No person shall for remuneration transport passengers in a taxicab within the city without first having obtained a taxicab license.
- (3) *Application for taxicab license.*
  - (a) Application for a taxicab license to operate one or more taxicabs or an application to operate additional taxicabs under an existing license shall be made in writing to the clerk-treasurer giving the address from which the business is conducted and signed by the owner of the business or his/her duly authorized agent. The application must also state for each vehicle to be operated the make, model and year of manufacture, the engine number, serial number, and capacity for passengers, and the Wisconsin state certificate of title number and license number.
  - (b) The application shall be submitted by the clerk-treasurer to the common council, which shall set a date for a public hearing before the council to examine the public convenience and necessity of granting such license. The clerk-treasurer shall notify the applicant of the time and place set for the hearing.
  - (c) No license shall be granted until the city council, by resolution, has determined that the public convenience and necessity will be served by the service proposed in the application for license. The council may hold such further hearings and procure such additional information as it may deem necessary or advisable in making such determination. The council may attach such conditions to the license as it deems appropriate for public convenience and necessity.
  - (d) Vehicles operated solely as limousines serving a particular business establishment or establishments which are not generally available to members of the public at large, and for which patronage is not publicly solicited for purposes not related to the business establishment or establishments served by the limousine service, are exempt from this section.
- (4) *License fee.* The taxicab license fee shall be in an annual amount set by the common council or any fractional part thereof, for the first vehicle operated and in an annual amount set by the common council, or any fractional part thereof, for each additional vehicle operated by the licensee. The license year shall commence July 1 and end June 30. If less than six months remain of the license year, the license fee for the first taxicab shall be reduced one-half.
- (5) *Insurance.*
  - (a) No taxicab license shall be issued until the applicant deposits with the clerk-treasurer a policy of liability insurance covering all vehicles to be included under the license. Such policy shall describe each vehicle by make, model and serial number, number of passengers capable of being accommodated therein at one time, and the number of the state motor vehicle license. Such insurance policy shall be issued by a company licensed to do business in the state and shall insure the licensee against loss from liability to the amount of \$50,000.00 for the injury or death of one person in any one accident, and in

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the amount of \$100,000.00 for the injury or death of more than one person in any one accident, and in the amount of \$25,000.00 for damage to property of others for any one accident due to the negligent operation of such vehicle.

- (b) The policy of insurance shall be approved by the city attorney as to legal form before it is filed, and shall contain a provision that the same may not be cancelled before the expiration of its terms except upon ten days' written notice.
  - (c) The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically revoke and terminate all licenses issued for the vehicles covered by such insurance policy, unless another policy shall have been filed and approved pursuant to this section, and shall be in effect at the time of such cancellation or termination.
- (6) *Issuing of taxicab license and license plates.*
- (a) After passage of the resolution of convenience and necessity as provided in subsection (3)(c) and upon filing with the clerk-treasurer a receipt showing payment of the required license fees and the policy of insurance as herein provided, the clerk-treasurer shall issue to the applicant a taxicab license. Each license granted shall be numbered and shall show the owner's name and place of business and the number of vehicles which may be operated thereunder.
- (7) *Taxicabs to be marked.* Every taxicab shall be conspicuously marked on the right and left side with the name of the licensee and the serial number designated in the taxicab license, such letters and numbers not to be less than 1½ inches in height and of a light color on a dark background or dark color on a light background. A card containing the name of the licensee, taxicab license number and rates of fares printed thereon shall be kept in a conspicuous place inside of such vehicle at all times.
- (8) *Transfer of taxicab licenses.* A taxicab license shall be transferable with consent of the city council. Formal application to the city council shall be made, such application to state the names of the persons involved in the transfer and generally to contain all information required by subsection (3) hereof. The city council shall approve or disapprove such transfer, except that no license shall be issued until applicant for transfer shall have complied with all of the provisions of subsection (5) in all respects and shall have in addition thereto paid over to the clerk a transfer fee in an amount set by the common council.
- (9) *Renewal.* Taxicab licenses may be renewed by the clerk-treasurer upon the payment of the fees and filing of policies of insurance as required for the original license.
- (10) *Revocation.* A taxicab license may be revoked at any time by the city council for violation of any provision of this section, or for violation of any provision of chs. 340—348, Wis. Stats., or of any such statutory provision incorporated in a municipal ordinance. Such revocation may be for all vehicles or any vehicle included under a license. When any taxicab license is revoked, it shall be the duty of the clerk-treasurer to immediately notify the licensee to cease immediately to operate the taxicab for which the license has been revoked.
- (11) *Condition of vehicles.* The licensee shall keep each taxicab in a clean and sanitary condition, well painted and equipped and maintained as required by ch. 347, Wis. Stats.
- (12) *Taxi driver's license required; issuance.*
- (a) No person shall operate a taxicab unless he/she shall possess a taxi driver's license. The fee for such license shall be in an amount set by the common council. This provision shall not apply to the operator of a non-motorized vehicle.
  - (b) Each applicant shall submit in writing to the chief of police on forms furnished by the police department a statement of the applicant's full name; present residence; residence for three years past; age; color; height; weight; color of eyes and hair; citizenship; place of last previous employment; marital status; Wisconsin motor vehicle operator's license number; whether he/she has ever been convicted of a felony or a misdemeanor; whether he/she has ever been previously licensed as a driver

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or chauffeur and, if so, when and by what authority; whether his/her license has ever been revoked or suspended and, if so, for what cause; and the name of the prospective employer. Applications shall be retained as police department records.

(c) No license shall be granted to any person:

1. Who is under 18 years of age.
2. Who does not possess a valid Wisconsin state motor vehicle operator's license.
3. Who has been convicted of any felony, misdemeanor or any other nontraffic offense the circumstances of which substantially relate to the circumstances of the vocation of a taxi driver.
4. Who has been convicted of a traffic offense or traffic offenses which substantially relate to the circumstances of the vocation of a taxi driver and which indicate, for the preservation of public safety, that the applicant is unfit to drive a taxicab.

(d) A taxi driver's license shall expire one year following its issuance. It may be renewed upon application to the chief of police on a form furnished by him/her entitled, "Application for Renewal of Taxi Driver's License," which shall show the full name and address of the applicant and date upon which his/her original license was granted and the number thereof.

(e) Upon receiving payment of the license fee, the chief of police shall provide to each licensed taxi driver a license of such form and style as the chief of police may prescribe, with the license number thereof, which must, under penalty of revocation of the license, be constantly and conspicuously displayed in the taxicab when he/she is engaged in his/her employment. Each licensee shall affix to the face of the license, in the space provided, a photograph of himself/herself not less than 1½ inches square which shall provide an accurate likeness of his/her face.

(f) The chief of police shall maintain a complete record of each license issued to a driver and of all renewals, suspensions, and revocations thereof, which shall be filed with the original application.

(13) *Revocation of taxi driver's license.*

(a) The chief of police shall revoke or refuse to renew the taxicab driver's license of any licensee:

1. Whose Wisconsin driver's license has been suspended or revoked.
2. Who has been convicted of any felony, misdemeanor or any other nontraffic offense the circumstances of which substantially relate to the circumstances of the vocation of a taxi driver.
3. Who has been convicted of a traffic offense or traffic offenses which substantially relate to the circumstances of the vocation of a taxi driver and which indicate, for the preservation of public safety, that the applicant is unfit to drive a taxicab.

(b) Written notice of such revocation or refusal to renew shall be given the licensee. Any person whose license has been revoked or renewal refused by the chief of police may, within ten days thereof, appeal to the city council for a hearing; and the council may, after the hearing, affirm or reverse the action of the chief of police. If no appeal is taken within ten days, the action of the chief of police shall be final.

(c) The chief of police shall repossess each license which is revoked.

(14) *Transfer of drivers.* A taxi driver may not transfer from one taxicab licensee to another licensee until such transfer has been recorded in writing with the chief of police.

(15) *Rates of fare.*

(a) Every person licensed to operate one or more taxicabs under subsections (2) through (6) shall file with the city clerk a schedule of proposed fees. Within 20 days from such filing, the council shall either approve or disapprove of such rates. If the proposed rates shall be disapproved, the council shall hold a



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hearing within ten days from the date of such disapproval. Notice of the time, place and purpose of such hearing shall be given by publication of such notice in any newspaper having a paid circulation published in the city. The city council on such hearing shall hear all interested parties and thereafter fix rates which shall be consistent with public necessity and welfare.

- (b) If the city council neither approves nor disapproves the proposed rates within the time limited, the licensee shall operate under the rates proposed and the council shall not for a period of six months from such filing date change or alter the rates as filed.
- (c) The city council may, except as above provided, inquire into rates and fix and adjust such rates at any time, providing the council shall first hold a hearing and advertise and give notice of the time, place and purpose of such hearing by publication of a notice at least twice.
- (d) The owner or driver of any taxicab shall not charge any passenger a higher or lower rate of fare than that authorized by the council.

(Code 1992, § 9.06; Ord. No. 976-996, § 2, 9-3-96; Ord. No. 978-996, § 1, 9-3-96; Ord. No. 1009-998, §§ 1—3, 9-1-98; Ord. No. 1016-699, § 1, 6-1-99; Ord. No. 1061-0301, § 1, 3-20-01; Ord. No. 1155-1105, § 1, 11-15-05; Ord. No. 1270-0112, § 4, 1-3-12; Ord. No. 1270-0112, § 5, 1-3-12; Ord. No. 1270-0112, § 6, 1-3-12)

State law reference(s)—Authority, § 349.24, Wis. Stats.

**RECOMMENDATION**

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

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the lease as presented with Great Lakes Towing.

Respectfully submitted,  
FINANCE/PURCHASING & BUILDING  
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: May 10, 2022

\*\*\*\*\*

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

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

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.



**Josh Van Lieshout**  
City Administrator

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

Memorandum

To: Finance Committee

From: ~~Josh Van Lieshout~~

Re: Lease, Great Lakes Towing

Date: May 5, 2022

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Background

In July 2020, the City of Sturgeon Bay approved a lease with Sarter Marine Towing for the occupation of 265 feet of bulkhead between Michigan Street and Maple-Oregon Street Bridges. This was a successor to the lease granted Selvick Marine Towing, prior to the acquisition by Sarter. This new lease called for cooperation on the construction and repairs to the west waterfront area and cost reimbursement on a number of improvements including mooring bollards, potable water, and electrical improvements.

Rather than draft an assignment agreement, City Attorney Kalny suggested a new agreement be drafted, the new draft is in the same form as the previous, but the with changes requested by the Finance Committee at their March 29, 2022 meeting. Those requested changes were:

1. Specific provision addressing the signage and fencing
2. New language dealing with the structure
3. New language restricting the mooring to a maximum of 6 vessels
4. Added term dates and a 120 day out provision

Options

The City has before it a number of options, some of those include:

1. Approve the new lease
2. Deny approval and direct other action.

There may be other options that have not been identified. At the time of this writing the City is not aware of any published information or other condition or circumstance that should give pause to the lease.

## LEASE, INCLUDING LAKEBED SUBLEASE

This Lease, Including Lakebed Sublease (this “**Lease**”) is dated effective the \_\_\_ day of \_\_\_\_\_, 2022 (the “**Effective Date**”) between CITY OF STURGEON BAY, a Wisconsin municipality (“**Lessor**”) and THE GREAT LAKES TOWING COMPNY, a Delaware corporation (“**Lessee**”). Each of Lessor and Lessee may be referred to herein as a “**Party**,” and together as the “**Parties**.”

### RECITALS:

This Lease is entered into upon the basis of the following facts, understandings and intentions of the Parties:

A. Lessor has record title to a parcel of real estate, located at 92 and 100 E. Maple Street, Tax Parcel No. 2811210080101B (the “**Leased Property**”). A map of the Leased Property is attached hereto and marked Exhibit “A.”

B. The Leased Property is currently in part located below the ordinary water mark as currently established. That part of the Leased Property that is under the ordinary high-water mark is delineated on the attached Exhibit A (the “**Subleased Property**”). The Subleased Property all lies within the Leased Property.

C. As such, the Subleased Property is under the jurisdiction of the State of Wisconsin Department of Natural Resources (the “**DNR**”).

D. On September 15, 2020, Lessor entered into a Lakebed Lease with the DNR (the “**Lakebed Lease**”), by which the DNR leased to Lessor the Subleased Property. A copy of the Lakebed Lease is attached hereto and marked Exhibit “B.”

E. Prior to the execution of this Lease, the Leased Property was occupied by Sarter Marine Towing Company. Lessee has purchased the Sarter Marine Towing Company business operating at Lease Property and wishes to continue the same operations at the Leased Property.

F. The Parties desire to enter into this Lease to set forth their respective rights and obligations as to the Leased Property.

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

1. Grant of Lease. Lessor hereby leases and, as to the Subleased Property, subleases, to Lessee and Lessee leases from Lessor, the Leased Property on the terms set forth in this Lease. The use of the Subleased Property is subject to the terms of this Lease as well as the Lakebed Lease.

(a) Dock Wall and Work Area. The Leased Property shall include 265 feet of dock wall (hereinafter Dockage Rights) and adjoining 40 feet of work area as follows:

A tract of land located in the NE 1/4 of Section 7, T. 27 N., R. 26 E., City of Sturgeon Bay, Door County, Wisconsin, bounded and described as follows:

Commencing at the intersection point of the east line of Neenah Avenue and the north line of Maple Street, thence N 89°59'38" W 91.60 feet along the north line of Maple Street; thence along the northerly right-of-way line of the Maple-Oregon bridge corridor as follows: N 85°03'44" E 49.68 feet, N 69°31'57" E 80.99 feet, and N 46°00'22" E 231.87 feet, thence S46°34'18"E 21.44 feet to the point of beginning, thence on a reverse bearing N 46°34'18" W 265.00 feet, thence N 43°25'42" E 40 feet more or less to the intersection with the front face of the steel dock wall, thence southeasterly along said front face of the steel dock wall 265 feet more or less to the intersection with a line extended N 43°25'42" E from the point of beginning, thence S 43°25'42" W 40 feet more or less to the point of beginning.

(b) **Storage Area and Structure.** The Leased Property shall include a storage area as illustrated in Exhibit A. Lessee shall be permitted to construct a storage shed within the storage area. The location, size and design of the shed shall be subject to the prior approval of the City at its discretion.

(c) **Signage and Fencing.** Signage shall be limited to signage on the vessels but shall not be otherwise permitted on the Leased Property unless prior approval is gained from Lessor. Fencing on the Leased Property shall likewise be prohibited unless authorized by the Lessor prior to placement. Decisions regarding fencing and signage shall be made at the sole discretion of the Lessor.

2. **"AS, IS" Lease.** The Leased Property is leased to Lessee "as is, where is, with no representations or warranties. Lessee is very familiar with the Leased Property and, in entering into this Lease, is not relying on any information provided or that could be provided by Lessor regarding the nature or condition of the Leased Property.

3. **Non-Exclusive Lease.** With the exception of the Dockage Rights and any structures Lessor may allow Lessee to maintain on the Leased Property, the Leased Property is leased to Lessee on a non-exclusive basis. Without limitation, Lessor will be constructing and maintaining a walking and biking path running parallel to the shoreline with the boundaries of the Leased Property (the "**Path**").

5. **Use.** The Leased Property shall be used by Lessee only for the following:

(a) The mooring of tugboats that are owned or leased by Lessee. Other vessels, including but not limited to, barges, commercial fishing vessels, charter fishing boats, ferries, and freighters shall not be moored to the leased dock wall except by prior written permission from the Lessor. The moored tugboats owned by the Lessee shall not extend beyond the limits of the Dockage Rights described in paragraph 1(a), but mooring lines

may extend to the nearest bollard beyond those limits, if necessary to safely secure the vessels to the dock wall. Lessor shall be permitted to raft not more than vessels 2 deep from the dock, except on rare occasions. In no case shall more than 6 vessels be moored within the Dockage Rights.

(b) minor maintenance of vessels, provided, no dry-dock type maintenance to any vessel will take place.

(c) Storage of equipment and materials used in the ordinary course of Lessee's marine towing business, provided no storage shall be maintained other than in a building as may be allowed by Lessor (but Lessor shall have no obligation to allow any such building) or within an area protected by fencing, the location and fencing of which must first be reviewed and in all respects be acceptable to Lessor in Lessor's discretion.

5. Compliance with Laws and Path Access. Lessee's use of the Leased Property shall comply with all applicable federal, state, and local statutes, laws, regulations and codes, including, without limitation, all environmental laws. Lessee shall not interfere with the use of the Leased Property by any persons who are allowed to use the same, including, without limitation, (i) members of the public using the Path and (ii) Lessor and its agents and contractors in the construction and maintenance of the Path.

6. Fueling and Servicing of Vessels. Between the hours of 10:00 AM and 9:00 PM during the months of May through October, Lessee shall not fuel or perform other servicing activities that require fuel trucks, septic trucks or similar commercial vehicles entering the Leased Property.

7. Parking. Lessee may use two parking spaces to be designated on the attached Exhibit A. Except within the two designated spaces, employee vehicles and vehicles accessory to Lessee's operations shall not be parked or stored on the Leased Property. Lessee may park not more than one lift-type tractor in one of the designated parking spaces. Nothing in this paragraph shall prohibit temporary parking within the Leased Property for the purposes of picking up and dropping off deliveries to Lessee.

8. Access. Lessor shall provide to Lessee driveway access from an adjoining City street to the Leased Property. The location, width, and construction material of the access driveway shall be at the discretion of the Lessor but shall be sufficient to allow safe ingress and egress of the vehicles typically used in the servicing of the tugboats. The location, width and construction material of the access driveway may be altered by the Lessor, provided continual access to the Leased Property is maintained, except during any periods of construction or maintenance of such driveway.

9. Identification Sign. Notwithstanding paragraph 1(c) above, Lessee may erect/install one identification sign near the driveway entrance to the Leased Property. The sign shall be subject to Lessor's Sign Code and shall not exceed 12 square feet. The lessee may also erect/install operational and security signs within the Leased Property provided such signs do not exceed 2 square feet.

10. Term. The Term of this Lease shall commence on May 15, 2022 and shall continue until midnight on May 14, 2030 (the "Term"), provided, however, that, if neither Lessor nor Lessee has given notice of an intention to terminate this Lease within 120 days of the scheduled termination date and Lessee is then and until the scheduled termination date in strict compliance with the terms of this Lease, the Term shall be extended for one, five-year renewal term. Reference to the "Term" shall include the renewal term, unless the context indicates otherwise. The foregoing notwithstanding, upon termination of the Lakebed Lease, this Lease will terminate. Lessor shall endeavor to give Lessee any notice of termination of the Lakebed Lease as soon after Lessor receives the same as practical. Either Party may terminate this lease upon 120 days written notice at any time.

11. Rent. The rent for the Leased Property shall consist of Base Rent, as defined below, and amortization of the Lessor Improvements.

(a) Base Rent. Lessor shall pay to Lessee when and as due annual base rent in the amount of \$16,138.50 ("**Base Rent**"), payable in advance in semi-annual installments, the first such installment, prorated as appropriate, due upon the execution of this Lease and subsequent installments due on or before July 1 and January 1 of each year. Each year, Base Rent shall be subject to adjustment, based on the Consumer Price Index (W) ("**CPI**") for the preceding 12 months. For example, Base Rent for the year beginning July 1, 2023 will be based on the increase or decrease in CPI as of June 30, 2023. All payments of Base Rent shall be due and payable absolutely, without offset, counterclaim, recoupment or other charge.

(b) Amortization of Lessor Improvement. Lessee shall pay to Lessor the cost of Lessor Improvements in equal semi-annual installments over a 10-year period, such installments to coincide with the Base Rent payments. The first installment shall be paid at the time of the next semi-annual Base Rent due after the completion of the Lessor Improvements.

12. Taxes. Lessee shall pay when and as due all real estate, personal property and other taxes assessed against the Leased Property, Lessee's personal property and Lessee's income as well as all assessments levied against the Leased Property. To the extent the Leased Property constitutes only a part of property having a single tax parcel, Lessee shall pay a prorated share of all real estate based on the relation of the square footage the land constituting the Leased Property bears to the square footage of the land constituting the entire tax parcel property, plus the full tax assessed on the improvements upon the Leased Property. Lessee shall not be deemed to be in violation of this paragraph if Lessee fails to pay a tax when and as due, as long as such failure is based on a bona fide dispute over such tax, Lessee promptly and diligently pursues resolution of the dispute and Lessee has deposited with Lessor either a sum equal to 150% of the amount of the tax claimed due or security satisfactory to Lessor in Lessor's sole discretion.

13. Utilities. Lessee shall pay when and as due all charges for utilities, including, but not limited to, fuel, electricity, telephone, cable, water, sewerage and gas used upon or serving the Leased Property. All utilities shall be maintained in the name of Lessee. Upon request of Lessor, Lessee shall promptly provide Lessor with proof of payment of utility charges.

14. Maintenance. Lessee shall maintain in good condition and repair, or replace as necessary, the Leased Property and the improvements thereon and shall reimburse Lessor for all

repairs thereto that are made necessary as a result of Lessee's failure to do so and any misuse or neglect by Lessee or any of its employees, contractors, agents, customers or guests. Lessor may periodically inspect the Leased Property as Lessor determines appropriate. If Lessee fails to perform any maintenance or repair within 30 days after written notice from Lessor, Lessor may perform such maintenance or repair and invoice Lessee for the cost thereof plus 10% of such cost. The cost of such maintenance shall be payable by Lessee as additional Rent. Lessee shall provide Lessor and its contractors with such access to the Leased Property as is required in connection with the maintenance of the Leased Property. Lessee shall not do any remodeling, maintenance or mechanical repairs (other than minor mechanical repairs handled by service calls) without first notifying Lessor that such work will need to be done, and obtaining Lessor's approval to the contractors Lessee proposes to do such work, provided. When the work is completed, Lessee shall notify Lessor of its completion. Lessor may inspect the work for compliance with any applicable codes or require Lessee to have the work inspected. Lessee shall not allow any lien to attach to the Leased Property.

15. Alterations. Lessee shall not make any alterations to the Leased Property without the consent of Lessor, which may be withheld in Lessor's reasonable discretion. Any alterations that are approved by Lessor shall be performed by contractors who have been preapproved by Lessor and who, before commencement of any work upon the Leased Property, shall have provided Lessor with adequate proof of general liability, professional liability and worker compensation insurance in amounts satisfactory to Lessor, in Lessor's discretion, which shall name Lessee and Lessor as additional insureds. All alterations shall be made to industry standards and shall comply with all applicable laws, codes and regulations. All alterations made by Lessee shall become the property of Lessor upon the termination of this Lease, unless Lessor elects not to accept the same, in which case, the alterations shall be removed by Lessee at no cost to Lessor.

16. Insurance. During the Term, Lessee shall keep in full force and effect, at its expense: (a) a policy of commercial general liability insurance covering the Leased Property and the building, with a combined single limit of not less than \$2,000,000; and (b) an all-risk/special cause of loss insurance policy insuring the Lessee's fixtures, equipment, furniture and other items of personal property of Lessee located on or within the Leased Property, in an amount not less than their full replacement cost, together with business interruption insurance, and worker compensation insurance in amounts as required by statute. All policies of liability and casualty insurance to be carried by Lessee shall name Lessor as additional insured and shall be in form and substance reasonably satisfactory to Lessor. A copy of the paid-up policies evidencing such insurance or certificates of insurers certifying to the issuance of such policies shall be delivered to Lessor prior to the Commencement Date and upon renewals not fewer than 30 days prior to the expiration of such coverage.

17. Indemnification of Lessor.

(a) General Indemnification. Lessor shall not be liable, and Lessee shall indemnify, save, hold harmless, and defend Lessor and its directors, officers, employees, agents, insurers and attorneys and their respective successors and assigns (each a "**Lessor Indemnified Party**", " and, cumulatively, the "**Lessor Indemnified Parties**") for any loss, injury, death, or



damage to persons or property occurring or caused by any act, omission, negligence, or intentional misconduct of Lessee relating to the use or occupancy of the Leased Property, the easement granted herein or presence upon the Leased Property of Lessee or any occupant, subtenant, visitor, contractor, consultant or user of any portion of the Leased Property upon the Leased Property at the request or with the permission of Lessee, or results from or is caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things set forth above (except to the extent caused by the breach of this Lease, negligence or intentional misconduct of Lessor or its employees, invitees, agents or subcontractors) and Lessee shall indemnify, hold harmless and defend the Lessor Indemnified Parties against all claims, liability, loss, damage or expense whatsoever (including reasonable attorneys' fees) on account of any such loss, injury, death, or damage. . This indemnification shall survive the expiration or earlier termination of this Lease as provided in this Lease.

(b) Hazardous Materials Indemnification. The use of Hazardous Materials on the Leased Property and any ways of access to the Leased Property by Lessee or anyone upon the Leased Property at the request of Lessee shall be subject to all local, state and federal environmental laws, as well as Lessee's obligation herein to indemnify, hold harmless and defend Lessor from any losses arising out of any Lessee violation of its obligation to abide by all environmental laws..

(c) Indemnification Procedures.

(i) In the case of claims made by a third party (a "Third Party Claim") with respect to which indemnification is sought, the Lessor Indemnified Party, whether one or more, shall give prompt notice to Lessee of any such Third Party Claim made upon it. If the Lessor Indemnified Party fails to give such notice, such failure shall not preclude the Lessor Indemnified Party from obtaining such indemnification but its right to indemnification may be reduced to the extent such delay materially prejudiced the defense of the Third Party Claim or increased the amount of liability or cost of defense.

(ii) Assumption of Defense. Unless (i) Lessor is also a party to such Third Party Claim and the Lessor Indemnified Party determines that joint representation would be inappropriate, or (ii) the Lessee fails to provide reasonable assurance to the Lessor Indemnified Party of Lessee's financial capacity, Lessee shall defend such Third Party Claim and provide indemnification with respect to such Third Party Claim), by notice to the Lessor Indemnified Party given not later than ten (10) days after receipt of the notice to assume the control of the defense, compromise or settlement of the Third Party Claim, provided that such assumption shall, by its terms, be without cost to the Indemnified Party and provided Lessee acknowledges in writing its obligation to (i) not settle any Third Party Claim where such settlement of the Third Party Claim would have a material adverse effect on the Lessor Indemnified Party without the prior written consent of the Lessor Indemnified Party, which consent shall not be unreasonably withheld and (ii) indemnify the Lessor Indemnified Party in accordance with the terms contained in this section in respect of the Third Party Claim.

(iii) Pursuit of Defense/Cooperation/Legal Fees. Upon the assumption of control of any Third Party Claim by Lessee as set out in subsection 2 above, Lessee shall diligently

proceed with the defense, compromise or settlement of the Third Party Claim at its sole expense, including if necessary, employment of counsel reasonably satisfactory to the Lessor Indemnified Party and, in connection therewith, the Lessor Indemnified Party shall cooperate fully, but at the expense of Lessee with respect to any out-of-pocket expenses incurred, to make available to the Lessor Indemnifying Party all pertinent information and witnesses under the Lessor Indemnified Party's control, make such assignments and take such other steps as in the opinion of counsel for Lessee are reasonably necessary to enable Lessee to conduct such defense. The Lessor Indemnified Party shall also have the right to participate in the negotiation, settlement or defense of any Third Party Claim at its own expense. The Lessor Indemnified Party shall not settle any Third Party Claim without the prior written consent of Lessee, such consent not to be unreasonably withheld.

(iv) Failure of Indemnifying Party to Assume Defense. If Lessee does not assume control of a Third Party Claim as permitted in subsection 2 above, the Lessor Indemnified Party shall be entitled to make such settlement of the Third Party Claim as in its sole discretion may appear advisable, and such settlement or any other final determination of the Third Party Claim shall be binding upon Lessee.

18. Destruction of or Damage to Leased Property. The damage or destruction or partial damage or destruction of the Leased Property shall not release Lessee from any obligation hereunder. In case of such damage or destruction, Lessee, at its sole cost and expense, shall promptly repair and restore the same to a condition as good or better than as existed prior to such damage or destruction. If such repair and replacement is not commenced and diligently pursued, then Lessee, at Lessor's election and in each case at Lessee's sole cost and expense, in the case of a failure to commence repairs, within 45 days of the date of such damage or destruction, and, in the case of failure to complete repairs, within 90 days of such damage or destruction, shall raze all damaged or destroyed improvements on the Leased Property and remove all debris from the Leased Property associated with such damage or destruction.

19. Prohibition of Involuntary Assignment. Neither this Lease nor the leasehold estate of Lessee nor any interest of Lessee hereunder in the Leased Property or in any improvements thereon shall be subject to involuntary assignment, transfer, or sale or to assignment, transfer, or sale by operation of law in any manner whatsoever, and any such attempt at involuntary assignment, transfer, or sale shall be void and, at the option of Lessor, shall terminate this Lease.

20. Events of Default.

(a) General Events of Default. If Lessee is in default in performing any of the terms and provisions of this Lease, Lessor shall give Lessee written notice of such default, and if Lessee fails to cure: (i) a monetary default within 10 days after Lessee's receipt of notice of default; or (ii) a non-monetary default within 60 days after Lessee's receipt of notice of default, then and in any such event, without further notice or demand, Lessor may exercise all remedies afforded Lessor in this Lease. The foregoing notwithstanding:

(i) If Lessee's failure to perform a non-monetary obligation hereunder cannot reasonably be cured within the 60 days, Lessee shall have a reasonable additional time to cure, provided Lessee has commenced cure no later than 30 days after Lessor's notice of default and diligently pursues cure thereafter and cures within a total period, including the initial 60 days, of 120 days;

(ii) If the condition giving rise to the default threatens immediate or imminent harm to persons or property, as determined by Lessor in its discretion, Lessee shall immediately take action to prevent such harm and, in the absence of Lessee doing so, Lessor may take such actions and may charge to Lessee all expenses incurred by Lessor in taking such actions, which charges shall be due and payable by Lessee to Lessor no later than 10 days from Lessor's demand.

(b) Specific Events of Default. The following events shall also constitute Events of Default by Lessee under this Lease:

(i) Insolvency. Lessee admits in writing an inability to pay its obligations as they become due or becomes the subject of an involuntary insolvency proceeding, including, without limitation, a bankruptcy filing, an assignment for the benefit of creditors or a supplemental receivership that is not dismissed within 90 days of the date of its filing.

(ii) Judgments and Liens. A judgment is entered or award made against Lessor for an amount exceeding \$50,000 that is not satisfied or for which bond is not posted within 60 days of entry thereof; execution is levied against the Leased Property or Lessee's property, or the Leased Property or any other property of Lessee becomes subject to an involuntary lien that is not discharged within 60 days of filing.

(iii) Abandonment of Leased Property. Lessee abandons the Leased Property. Abandonment shall be defined as a failure to continue active operations on the Leased Property for 60 consecutive days or for 120 days in any one twelve-month period.

21. Remedies. If a default occurs, Lessor shall have the rights and remedies set forth below, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive a party of any other right or remedy allowed it at law or in equity:

(a) Termination of Lease. Lessor may terminate this Lease by giving to Lessee written notice of its election to do so, in which event the Term of this Lease shall end, and all right, title and interest of this Lessee shall expire, on the date stated in such notice. In the event of the termination of this Lease by Lessor for a Lessee Event of Default, Lessor shall be entitled to recover from Lessee all of the fixed dollar amounts of Rent accrued and unpaid for the period up to and including such termination date, as well as all other additional sums payable by Lessee, or for which Lessee is liable or in respect of which Lessee has agreed to indemnify Lessor under any of the provisions of this Lease, which may be then owing and unpaid. Termination shall not affect Lessee's indemnity obligations for any claims attributable to Lessee's acts, omissions or breach of this Sublease occurring before the date of termination.

(b) Termination of Right of Possession. If Lessor terminates the right of Lessee to possession of the Leased Property without terminating this Lease, as provided above, then Lessor may recover from Lessee all the fixed dollar amounts of Rent accrued and unpaid for the period up to and including such termination date, plus all rents that were scheduled to be paid by Lessee through the end of the Term, accelerated to the date of termination of the right of possession, as well as all other additional sums payable by Lessee, or for which Lessee is liable or in respect of which Lessee has agreed to indemnify Lessor under any of the provisions of this Lease, which may be then owing and unpaid.

(c) Suit. Lessor may enforce the provisions of this Lease and may enforce and protect its rights hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, and for the enforcement of any other appropriate legal or equitable remedy, recovery of all money due or to become due from the other party under any of the provisions of this Lease and recovery of all direct damages incurred by reason of the Event of Default.

(d) Rights Cumulative. Except as otherwise expressly provided herein, the rights and remedies granted herein to Lessor shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights reserved to Lessor under the provisions of this Lease or by law.

(e) Attorney Fees. In any legal dispute regarding the negotiation, interpretation or enforcement of this Lease, if Lessor prevails, it shall be entitled to collect from the Lessee the reasonable attorney fees and costs incurred by Lessee relating to such proceeding. In any such proceeding, Lessor shall request a specific finding from the court as to which of the Parties is the prevailing Party.

(f) Lessor's Right to Cure. At any time following the occurrence of an Event of Default and upon not less than 30 days written notice to Lessee, Lessor may cure any default by Lessee under this Lease. Whenever Lessor so elects, all costs and expenses, including reasonable attorneys' fees, incurred by Lessor in curing the default, together with interest thereon at an annual rate of 12% from the date of such payment, shall be payable as additional rent to Lessor on demand.

22. Surrender and Holding Over. On the last day of the Term of this Lease or upon any earlier termination of this Lease for any reason, Lessee shall surrender and deliver up the Leased Property, without delay and in good order, condition, and repair, free and clear of all occupancies and free and clear of all liens and encumbrances. Unless Lessor agrees otherwise, none of Lessee's personal property shall be and remain the Leased Property. If Lessee remains in possession after the expiration of the Term without a written agreement with Lessor, Lessee shall be a tenant at sufferance and liable to pay rent to Lessor in the amount of \$250.00 per day until Lessee has removed all of Lessee's property from the Leased Property, and there shall be no renewal of this Lease by operation of law.

2123. Property Left on the Leased Property. If Lessee leaves any personal property, upon the Leased Property after the termination of this Lease and fails to remove the same within 30 days after the termination date, Lessor may deem such property abandoned by Lessee and either retain all or part of it or disposing of all or part of it, as Lessor deems appropriate, in its sole discretion and charge Lessee all costs incurred by Lessor for the storage, preparation for disposition and disposition of any such property.

2224. Assignment. Lessee shall not assign or otherwise transfer its interest in this Lease without Lessor's prior, written consent, which may be withheld by Lessor in its sole discretion. In the event of any assignment or transfer, (i) Lessee shall remain liable for the performance of all the terms and conditions of this Lease that arose prior to the date of assignment or transfer, and (ii) no assignment or transfer shall be valid unless the assignee expressly assumes and agrees to perform, from and after the date of assignment or transfer, every covenant of this Lease that, by

its terms, Lessee has agreed to keep and perform. No acceptance by Lessor of any performance to be done by Lessee from any person, firm, or corporation other than Lessee, shall discharge Lessee (except to the extent of the performance and payments so accepted by Lessor) from liability to perform any of the terms, covenants, conditions, and agreements set forth in this Lease.

25. Merger. In no event shall the leasehold estate or rights of Lessee hereunder merge with any interest, estate, or rights of Lessor in or to the Leased Property, such leasehold estate and rights of Lessee hereunder being distinct from Lessor's interest, estate, and rights in or to the Leased Property, notwithstanding that any such interests, estates, or rights shall at any time or times be held by or vested in the same person, corporation, or other entity.

26. Relocation of Ordinary High Water Mark. If all or any part of the Leased Property is finally determined to be located above the ordinary high water mark, as to that part of the Leased Property above the ordinary high water mark, this Lease shall become a direct, master lease between Lessor and Lessee, without the necessity of the execution of an amendment to this Lease. In such case, the rent and other sums payable hereunder by Lessee shall be unchanged, even if the rent to be paid by Lessor under the Lakebed Lease decreases.

27. Miscellaneous.

(a) Notices. Notices or other communication hereunder shall be in writing and shall be sent by certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery at the respective addresses set forth below. Notice shall be deemed given upon receipt or refusal to accept delivery. The addresses below shall be presumed correct until a party sends notice according to the terms of this paragraph of a different address. Addresses are as follows:

If to Lessor: City of Sturgeon Bay  
421 Michigan Street  
Sturgeon Bay, WI 54235  
Attn: Mayor

If to Lessee: The Great Lakes Towing Company  
Sarter Marine Towing  
4500 Division Avenue  
Cleveland, Ohio 44102

(b) Entire Agreement. This Lease contains the complete understanding of the parties hereto with respect to all matters referred to herein, all prior representations, negotiations, and understandings being superseded by this Lease, provided, however, the terms of the Lakebed are incorporated into this Lease to extent the same are referred to herein. To the extent the terms of the Lakebed Lease are more restrictive as to Lessee's responsibilities regarding the Leased Property, the more restrictive provisions shall govern. Otherwise, this Lease shall govern.

(c) Interpretation. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either Lessor or

Lessee. Without limitation, any ambiguity in this Lease shall not be construed against the drafter, both Lessor and Lessee having materially participated in the negotiation and drafting of this Lease.

(d) Parties Bound. This Lease shall be binding on and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

(e) No Waiver. No waiver of any default of any obligation by Lessee shall be implied from any omission by the other party to take any action with respect to such default. To be enforceable, a waiver must be in writing, signed by an authorized representative of Lessor and indicating with specificity the provisions of this Lease being waived. No waiver of a present default shall constitute a waiver of any other default present or in the future, nor shall any such waiver constitute a waiver of the same default in the future, unless the waiver explicitly indicates as such.

(f) No Agency. Nothing in this Lease shall be deemed or construed to create the relationship of principal and agent or of limited or general partners or of joint ventures or of any other association between Lessor and Lessee.

(g) Severability. Each provision of this Lease and the application thereof to the Leased Property are hereby declared to be independent of and severable from the remainder of this Lease. If any provision contained herein is held to be invalid or to be unenforceable, such holding shall not affect the validity or enforceability of the remainder of this Lease, unless the determination of illegality would deprive either of the parties of the material benefits of this Lease.

(h) Governing Law. The laws of the State of Wisconsin shall govern the interpretation, validity, performance, and enforcement of this Lease.

(i) Exclusive Venue. Any legal proceeding involving the interpretation or enforcement of this Lease shall be venued exclusively in the circuit court for Door County, the Parties waiving the right to have any such proceeding held in any other venue. Any action brought in any venue other than the exclusive venue shall be dismissed or the venue changed at the expense of the Party that filed in such other venue.

(j) Recitals and Exhibits. The Recitals set forth above, and exhibits attached hereto, are incorporated and made a part of this Lease.

(k) Authority. The parties represent and warrant to each other that the persons signing the Party's behalf below have been duly authorized by all necessary action to execute and deliver this Lease and to bind that Party to its terms.

(l) Counterparts and Copies. This Lease may be signed in counterparts. Copies of this Lease shall have the same effect as originals, the best evidence rule not applying to this Lease.

[Signature pages and exhibits follow.]

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed the date first written above.

**LESSOR:**  
**CITY OF STURGEON BAY**

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

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

**LESSEE:**  
**The Great Lakes Towing Company**

By: \_\_\_\_\_  
Joseph P. Starck, Jr., President

STATE OF WISCONSIN :  
: SS.  
COUNTY OF DOOR :

Personally came before me this \_\_\_ day of \_\_\_\_\_, 2022, the above-named David Ward, the mayor of the City of Sturgeon Bay, to me known to be the mayor of that city and the person who executed the foregoing instrument and acknowledged the same as to the act of that city by its authority.

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

STATE OF WISCONSIN :  
: SS.  
COUNTY OF DOOR :

Personally came before me this \_\_\_ day of \_\_\_\_\_, 2022, the above-named Stephanie Reinhardt, the clerk of the City of Sturgeon Bay, to me known to be the clerk of that city and the person who executed the foregoing instrument and acknowledged the same as to the act of that city by its authority.

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

STATE OF WISCONSIN :  
: SS.  
COUNTY OF DOOR :

Personally came before me this \_\_\_ day of \_\_\_\_\_, 2022, the above-named Joseph P. Starck, Jr., the president of The Great Lakes Towing Company, a Delaware corporation, to me known to be the president of that corporation and the person who executed the foregoing instrument and acknowledged the same as to the act of that corporation by its authority.

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

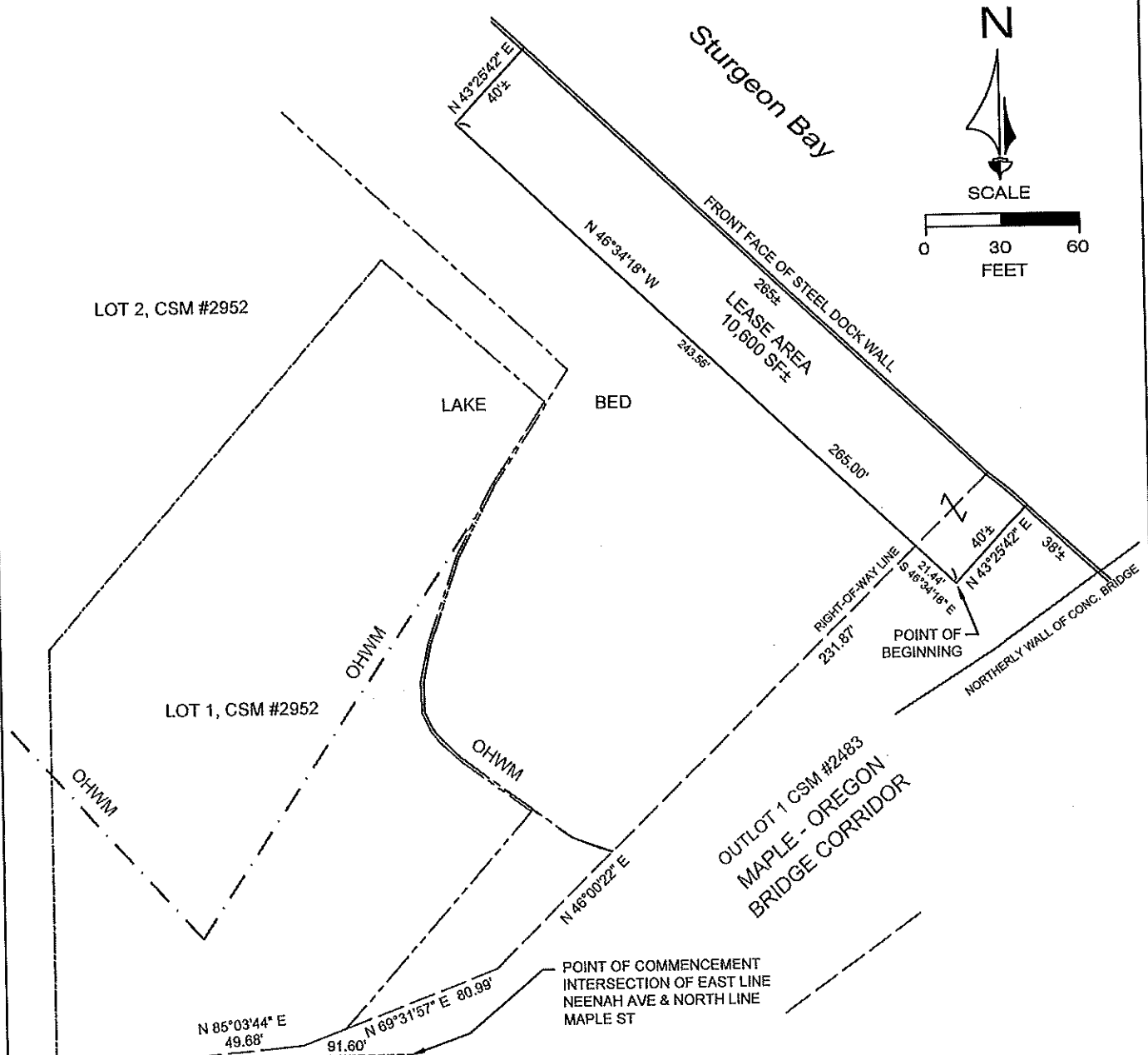


**EXHIBIT A**  
**MAP OF LEASED PROPERTY**  
**(with boundaries of Subleased Property depicted)**  
**(parking and storage areas to be agreed upon and depiction to be added to this Exhibit A)**

**EXHIBIT B**  
**LAKEBED LEASE**

# SITE PLAN

LEASE AREA -



Description: Lease Area - Sarter Marine Towing

A tract of land located in the NE 1/4 of Section 7, T. 27 N., R. 26 E., City of Sturgeon Bay, Door County, Wisconsin, bounded and described as follows:

Commencing at the intersection point of the east line of Neenah Avenue and the north line of Maple Street, thence N 89°59'38" W 91.60 feet along the north line of Maple Street; thence along the northerly right-of-way line of the Maple-Oregon bridge corridor as follows: N 85°03'44" E 49.68 feet, N 69°31'57" E 80.99 feet, and N 46°00'22" E 231.87 feet, thence S 46°34'18" E 21.44 feet to the point of beginning, thence on a reverse bearing N 46°34'18" W 265.00 feet, thence N 43°25'42" E 40 feet more or less to the intersection with the front face of the steel dock wall, thence southeasterly along said front face of the steel dock wall 265 feet more or less to the intersection with a line extended N 43°25'42" E from the point of beginning, thence S 43°25'42" W 40 feet more or less to the point of Beginning, containing 10,600 square feet of land more or less.

APRIL, 2020

**MAYORAL APPOINTMENTS**

**5/17/22**

**DOOR COUNTY TOURISM ZONE COMMISSION**

Josh VanLieshout

Cameryn Ehlers-Kwaterski

**STURGEON BAY/DOOR COUNTY REVOLVING LOAN FUND**

Jeff Miller

NOTICE OF PUBLIC HEARING  
ON SPECIAL ASSESSMENTS

PLEASE TAKE NOTICE, that the Common Council of the City of Sturgeon Bay has declared its intention to exercise its police power in accordance with 66.0703, Wisconsin Statutes, to levy special assessments upon property within the following described area for benefits conferred upon such property by the improvement of the following streets and the installation of Curb and Gutter and Sidewalk, thereon:

ASSESSMENT DISTRICT

- 1) N 14<sup>th</sup> Ave: west side of the roadway from Egg Harbor Road to Bluebird Street.
- 2) Rhode Island Street: north side of the roadway from the City of Sturgeon Bay softball fields to S 14<sup>th</sup> Ave.

The report of the City Engineer & Sturgeon Bay Utilities showing proposed plans and specifications, estimated cost of improvements and proposed assessment is on file in the Clerk's Office and may be inspected there during any business day between the hours of 8:00 A.M. and 4:30 P.M.

You are further notified that the Common Council of the City of Sturgeon Bay will hear all interested persons, or their agents or attorneys, concerning matters contained in the preliminary resolution authorizing the assessments and the report of the City Engineer and/or Sturgeon Bay Utilities at 6:00 P.M., or shortly thereafter on the 17th day of May 2022 in the Council Chambers in City Hall, 421 Michigan Street. All objections will be considered at this hearing and thereafter the amount of the assessments will be finally determined.

The assessments may be deferred and also the assessment may be subject to installment payment privileges. The determination of whether or not an assessment is deferrable or subject to installment payments will be determined by the Common Council. Persons interested in obtaining a deferment should do so in writing at the office of the City Clerk.

Dated this 20th day of April 2022.

Stephanie L. Reinhardt  
City Clerk

**EXECUTIVE SUMMARY**

**DATE:** April 12, 2022

**TITLE:** Preliminary Resolution and Engineering Report for Declaring Intent to Levy Special Assessments for Sidewalk Installations along both N 14<sup>th</sup> Ave and Rhode Island Street

**BACKGROUND:** At the November 16, 2021 Board of Public Works meeting adding sidewalks along N 14<sup>th</sup> Ave (west side of the roadway from Egg Harbor Road to Bluebird Street) and Rhode Island Street (north side of the roadway from the City of Sturgeon Bay softball fields to S 14<sup>th</sup> Ave) was presented as part of the 2022 Capital Roadway Improvements. Consistent with past sidewalk special assessments the abutting property owners will only be assessed for the cost of the new sidewalks. The City will be responsible for all other costs of the completed project (utility relocations, spot replacement of curbing, driveway patching, apron installations, lawn restorations, curb ramp plates, etc.).

**FISCAL IMPACT:**

N 14<sup>th</sup> Ave: The concrete portion of the project has been bid and has an estimated overall cost totaling \$53,856.25. Based on the bid breakdown of quantities the City will be responsible for approximately \$19,127.25 of the total costs, and the remaining \$34,729.00 would be assessed to the abutting property Owners.

Rhode Island Street: The concrete portion of the project has been bid and has an estimated overall cost totaling \$14,318.00. Based on the bid breakdown of quantities the City will be responsible for approximately \$6,112.00 of the total costs, and the remaining \$8,206.00 would be assessed to the abutting property Owners.

The 2022 Capital Roadway Improvements budget has enough money to complete the City's portion of the projects.

**RECOMMENDATION:** Pass the preliminary resolution for declaring intent to levy special assessments for the sidewalk installations along both N 14<sup>th</sup> Ave and Rhode Island Street.

**SUBMITTED BY:** Chad Shefchik  
Chad Shefchik  
City Engineer

4-12-22  
Date

**REVIEWED BY:** Val Clarizio  
Val Clarizio  
Finance Director

4/12/22  
Date

**PRELIMINARY RESOLUTION  
DECLARING INTENT TO LEVY SPECIAL ASSESSMENTS UNDER MUNICIPAL  
POLICE POWER PURSUANT TO SECTION 66.0703, WIS. STATS.**

RESOLVED, by the Common Council of the City of Sturgeon Bay, Wisconsin:

1. The Common Council hereby declares its intention to exercise its police power under Section 66.0703, Wisconsin Statutes, to levy special assessments upon property in the Assessment District hereafter described for benefits conferred upon such property by reason of the following public work improvements:

Installation of new sidewalks along:

- N 14<sup>th</sup> Ave: west side of the roadway from Egg Harbor Road to Bluebird Street.
- Rhode Island Street: north side of the roadway from the City of Sturgeon Bay softball fields to S 14<sup>th</sup> Ave.

2. The Property to be assessed lies within the following described Assessment District:

Assessment District:

- 1) N 14<sup>th</sup> Ave: west side of the roadway from Egg Harbor Road to Bluebird Street.
- 2) Rhode Island Street: north side of the roadway from the City of Sturgeon Bay softball fields to S 14<sup>th</sup> Ave.

3. It is proposed that 100 percent of the cost of the installation of the sidewalks in the project area of the Assessment District be assessed against the benefitted properties.
4. The Common Council determines that the improvements constitute an exercise of the police power for the health, safety, and general welfare of the municipality and its inhabitants.
5. The City Engineer shall prepare a report which shall consist of:
  - a. Preliminary plans and specifications for the improvements.
  - b. Estimate of the entire cost of the proposed improvements.
  - c. Schedule of proposed assessments.
6. When the report is completed, the City Engineer shall file a copy of the report with the Municipal Clerk for public inspection and, if state property is to be assessed, shall mail a copy of the report to the responsible state agency and, for assessments of \$50,000 or more, to the Wisconsin State Building Commission.

7. Upon receiving the report of the City Engineer, the Municipal Clerk shall cause notice to be given stating the nature of the proposed improvements, the general boundary lines of the proposed Assessment District (including a small map thereof), the time and place at which the report may be inspected, and the time and place of the public hearing on the matters contained in the preliminary resolution and the report. This notice shall be published as a class 1 notice under ch. 985, Stats, and a copy shall be mailed, at least 10 days before the hearing, to every interested party whose address is known or can be ascertained with reasonable diligence.
8. The public hearing shall be held in the Common Council Chambers in City Hall, 421 Michigan Street, on the 17th day of May, 2022 at 6:00 p.m. or shortly thereafter, in accordance with Section 66.0703 (7), Wisconsin Statutes.
9. The assessment against any parcel may be paid in cash, subject to installment payment privileges, or subject to deferment. The determination of whether or not an assessment is deferrable will be determined by the Common Council at or after the public hearing to be held in connection with this matter. Six annual installments are hereby authorized except when total assessment on a single parcel exceeds \$6,000 then twelve installments can be applied for.

Introduced by:

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

Passed by the Council on the \_\_\_\_ day of \_\_\_\_\_, 2022.



REPORT ON THE PROPOSED SPECIAL ASSESSMENTS FOR SIDEWALK INSTALLATION  
IMPROVEMENTS AGAINST PROPERTIES LOCATED IN STURGEON BAY, WISCONSIN

This report is submitted in accordance with the requirements of ss66.60, Stats., and the Preliminary Resolution of the City of Sturgeon Bay, Wisconsin, dated \_\_\_\_\_, 2022, determining to levy special assessments on the benefited properties for the public improvements described in Schedule A of this report to be made in the Assessment District described in Schedule C of this report.

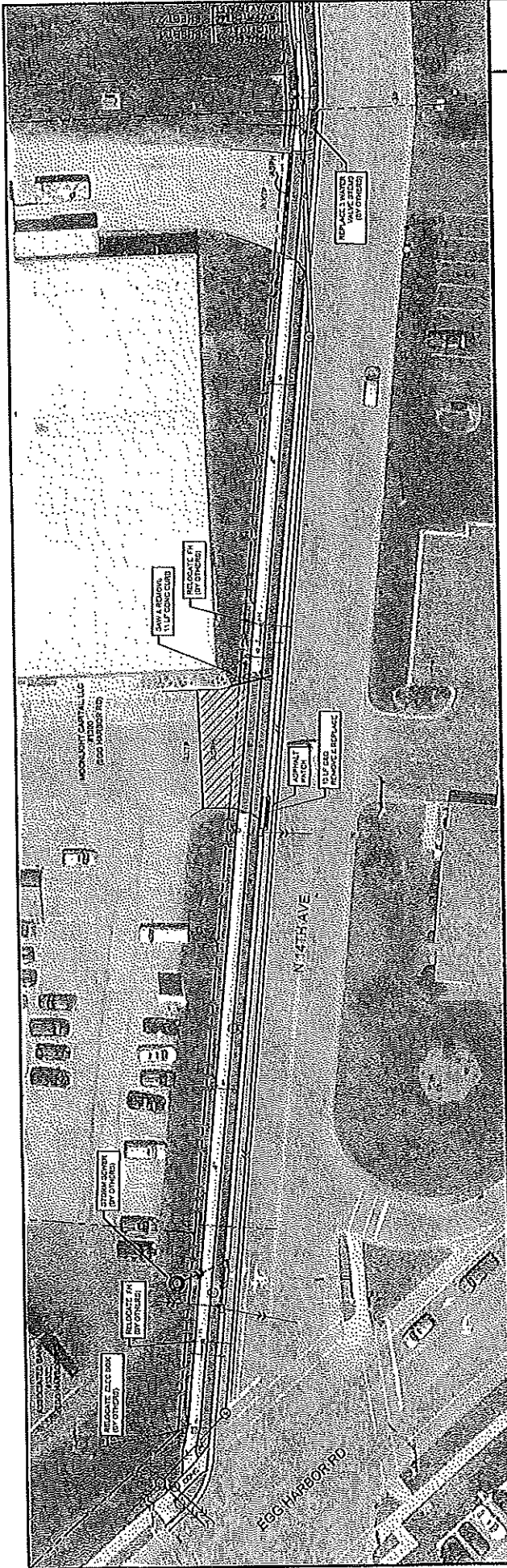
This report consists of the following schedules:

- Schedule A Preliminary plans and specifications for the improvements.
- Schedule B Estimate of the entire cost of the proposed improvements.
- Schedule C Schedule of proposed assessments.

Schedule A Preliminary plans and specifications for the improvements are attached hereto:

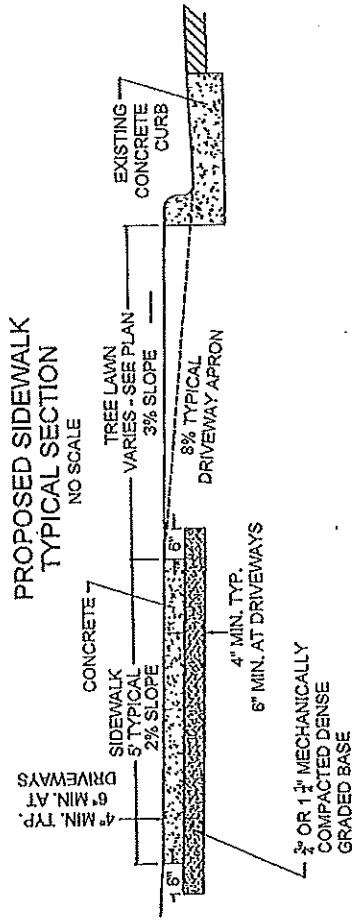
Schedule B Estimate of the entire cost of the proposed improvements is attached hereto:  
NOTE: Costs shown on the estimate are based on actual pricing from the awarded contractor.

Schedule C Schedule of proposed assessments is attached hereto:

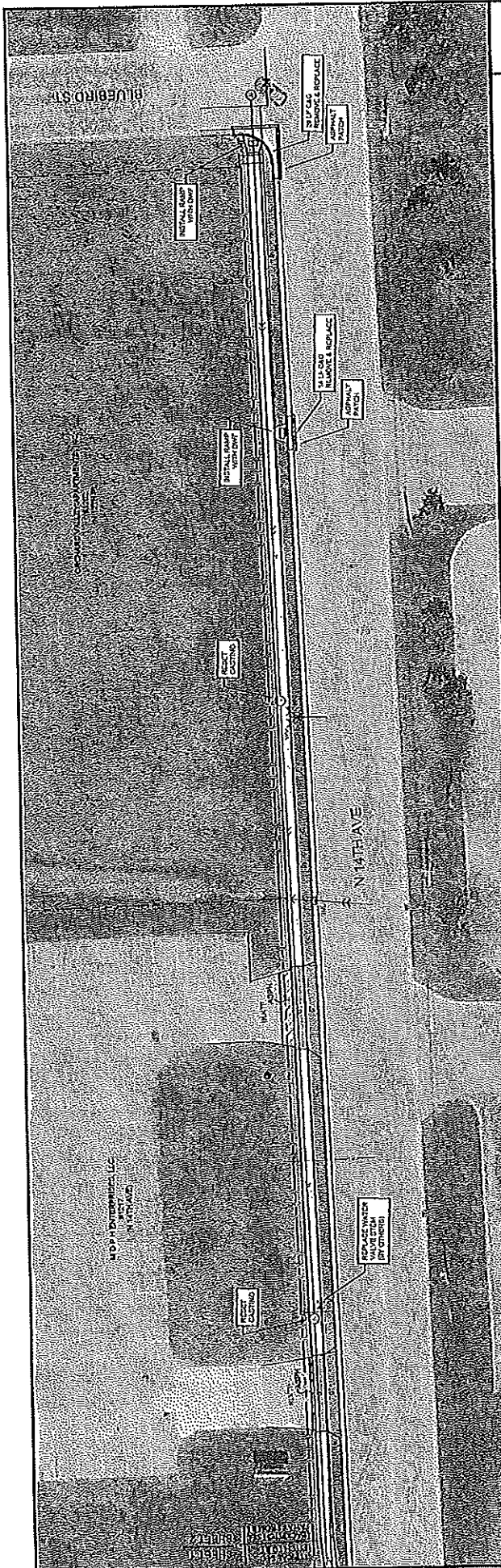


N 14TH AVE

PROPOSED SIDEWALK  
TYPICAL SECTION  
NO SCALE

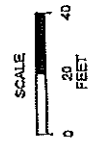
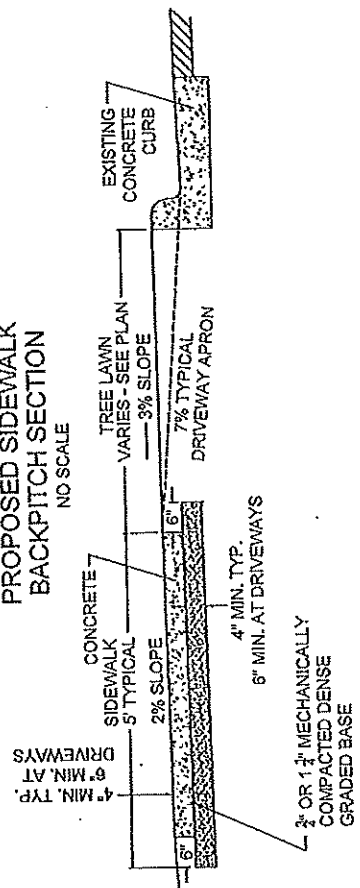


NOTE:  
THE UTILITIES SHOWN IN PLAN AND PROFILE ARE INDICATED BY APPROXIMATE  
LOCATIONS ONLY. THE EXACT LOCATION AND DEPTH OF ALL UTILITIES FROM THE  
OWNERS OF THE RESPECTIVE UTILITIES. ALL UTILITIES SHALL BE NOTIFIED IN  
ADVANCE TO CONSTRUCTION.

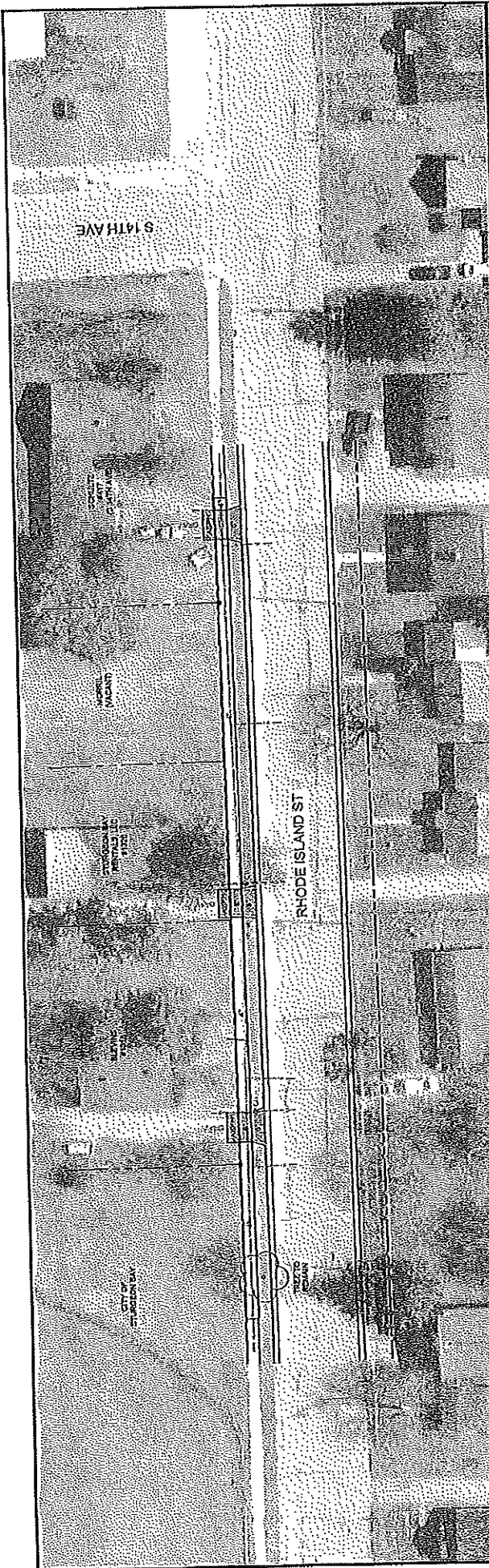


N 14TH AVE

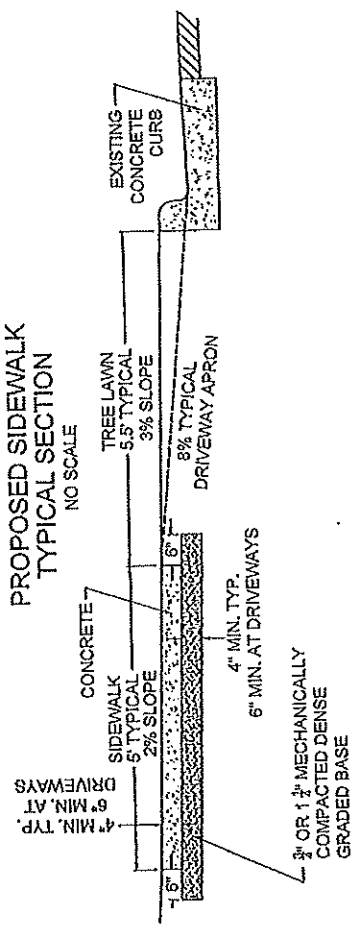
PROPOSED SIDEWALK  
BACKPITCH SECTION  
NO SCALE



NOTES:  
THE UNITED ENGINEER PLAN AND PROFILE ARE INCORPORATED IN ACCORDANCE WITH THE CITY OF SURGEON BAY STANDARD SPECIFICATIONS FOR PUBLIC WORKS. THE EXISTING CURB LOCATION AND ELEVATION OF ALL UTILITIES FROM THE SURFACE OF THE PAVEMENT UNLESS OTHERWISE NOTED. ALL UTILITIES SHALL BE NOTIFIED 48 HRS. PRIOR TO CONSTRUCTION.



PROPOSED SIDEWALK  
TYPICAL SECTION  
NO SCALE



NOTE: THESE CONDITIONS AND PROBLEMS ARE INDICATED IN ACCORDANCE WITH AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING DEEP LOCATIONS AND ELEVATIONS. ALL UTILITIES SHALL BE IDENTIFIED TO THE FIELD PRIOR TO EXCAVATION.

**Project Summary**

Part 1 - General

a) Summary

- i) This section includes a general description of the work required and process needed to accomplish the required tasks.
  - (1) Utility Construction shall be coordinated through the Owner's on-site inspector and:
    - (a) Sanitary Sewer and Water Main shall be coordinated with Sturgeon Bay Utilities general manager Cliff White 920-746-2049.
    - (b) Storm Sewer shall be coordinated with the City Engineer 920-746-2913.
    - (c) Electrical Work shall be coordinated with Sturgeon Bay Utilities Electrical manager Jason Bieri 920-746-5972.
    - (d) All other utility conflicts shall be resolved by the Contractor.
  - (2) Road Construction shall be coordinated through the Owner's on-site representative and the City Engineer.
  - (3) A pre-construction meeting shall be conducted by the City Engineer and Contractor. All local utilities shall be invited and major subcontractors are required to attend.

Part 2 - Products (Not Used)

Part 3 – Execution:

- a) Contractor is responsible to develop a schedule for this project that adheres to the principles described in this section, and must have it approved by the City of Sturgeon Bay before starting construction. Schedule shall include the following:
  - i) Continuous progress must be maintained throughout all stages of each project location.
  - ii) Access to local businesses and residences shall be maintained throughout the project to the maximum extent practical.

## Measurement and Payment

### Part 1 General

#### 1) Summary

- a) Unit prices: shall include all equipment, material, tools and personnel to complete the desired task, measured on a per unit basis. Additional payments for items not identified in Section 00420 Bid Schedule shall be considered included with the unit price submitted.
- b) Lump sum items shall include all equipment, material, tools and personnel to complete the desired task, measured on a total cost basis. Additional payments for items not identified in Section 00420 Bid Schedule but part of the completed item shall be considered included with the lump sum bid.

#### 2) General Work items:

- a) Pavements: shall include materials, reinforcement (if required), trucking, installation and protection until accepted by the City of Sturgeon Bay as part of the finished product.
- b) Road construction: shall include all equipment, material, tools and personnel to grade, compact sub-base material, provide and compact and grade all crushed aggregate base material, per the unit prices identified in Section 00420. All tasks not itemized shall be considered incidental to the item that it is considered a component of.
- c) Items not identified: All work is considered identified and covered as part of the bid and the Contractor agrees to this contention with the submittal of the bid. If in the opinion of the City Engineer, items are not covered by the bid items in Section 00420, the Contractor shall propose a reasonable unit price rate (or lump sum if appropriate) that is justified when compared to the actual cost and expense of the item.

### Part 2 Products

- a. Measurements shall be made and confirmed with the City Engineer or their representative prior to application for payment.
- b. Applications shall be made upon the form provided in Section 00620 (Application for Payment) along with all supportive documentation in order to be considered for payment.

### Part 3 Execution

- a. Submit all pay requests with the forms provided and justification to:  
The City of Sturgeon Bay  
Attn; City Engineer  
421 Michigan Street  
Sturgeon Bay, WI 54235

**Specifications**

**Part 1 - General**

- 1) Summary
  - a) The specifications are intended to reflect good construction practices identified in the Standard Specifications for Highway and Structure Construction from the Wisconsin Department of Transportation.
  - b) This specification supersedes the standard specification in all instances referenced in this document.
- 2) Mobilization shall be a lump sum amount that is expected to cover the cost of bringing equipment and personnel to the job site and Items not specifically identified with a line item or unit price should also be covered in this cost. 50% of Mobilization shall be paid with the first payment and 50% with the last payment.

**Part 2 - Products (Not Used)**

**Part 3 – Execution: CONTRACTOR USE OF SITE**

- 1) Construction Operations: Limited to immediate area of construction. Road closures shall be approved by the City Engineer and limited to areas where work is underway or completed and awaiting restoration. The Contractor is responsible for coordination of the road closures with any applicable emergency service entities. Contact information is available from the City Engineer's representative.
- 2) Time Restrictions for Performing Work: 7:00 a.m. to 7:00 p.m.

**Unclassified Excavation**

**Part 1 - General**

- 1) Summary
  - a) The specifications are intended to reflect good construction practices identified in the Standard Specifications for Highway and Structure Construction from the Wisconsin Department of Transportation.
  - b) If items are not identified in this document the above documents will be referenced for guidance.
  - c) Shall include all excavation, grading, compacting and removal of soils, plants, trees and other miscellaneous items that may be necessary to complete this project.
  - d) Payments shall be made as identified in Section 01270.

**Part 2 - Products (Not Used)**

**Part 3 – Execution:**

- 1) Excavate, remove, relocate and adjust grades to match the plans.
- 2) Clearing and Grubbing of trees, brush, and stumps
  - a) Stumps shall be removed by grinding or excavation to a minimum of 18" below finished grade.
- 3) Soils acceptable to the City Engineer may be used to adjust the sub-grade provided they can be properly compacted. This includes the existing road base to fill for the support of the curb and gutter and driveways if material is acceptable to the City Engineer. Soils not intended for reuse on the project shall be removed and can be disposed of at the City's stock pile at 1531 Division Road, Sturgeon Bay, WI 54235 or hauled to another approved location. No additional payment shall be requested for this item.
- 4) Existing pavements, curbs and sidewalk slabs shall be removed and can be disposed of at the City's stock pile at 1531 Division Road, Sturgeon Bay, WI 54235 or hauled to another approved location. No additional payment shall be requested for this item. Pavements can also be recycled for reuse as fill or road base material if crushed to meet the specifications of this project.



**Asphalt and Concrete Removal**

**Part 1 - General**

1) Summary

- a) Asphalt and / or concrete pavement, sidewalk and curb & gutter shall be removed from the project in locations indicated.

**Part 2 - Products (Not Used)**

**Part 3 – Execution:**

1. Saw cut existing asphalt and / or concrete pavement, sidewalk and curb & gutter to provide a straight line to abut new pavements as shown on the on the plans. All saw cutting to be incidental and included within the pricing indicated on the Bid Schedules in Section 00420.
2. Pavement shall be collected in trucks and removed from the site by the Contractor. Materials can be disposed of at any approved site but if desired:
  - a) The City has an asphalt reuse facility and the Contractor may haul all asphalt pavement and road base materials to this site at 1531 Division Road, Sturgeon Bay, WI 54235 at no cost or benefit to the Contractor.
  - b) The City has a concrete reuse facility and the Contractor may hall all concrete pavement, sidewalk and curbing to this site at 1531 Division Road, Sturgeon Bay, WI 54235 at no cost or benefit to the Contractor.
3. Sweep loose debris off of remaining pavements and return road to use whenever possible.

**Earthwork for Roadway**

**Part 1 – General**

1) Summary

- a) This section includes the excavation of paved areas, filling, compaction, finished grading and disposal of surplus material.
- b) Testing will be required only when the City Engineer is concerned about the compaction effort failing to achieve the desired results. The City will inform the Contractor when testing is to be required.
  - i) IF required, it will be at the Contractor's expense using a test method, and tester acceptable to the City Engineer.
- c) Testing:
  - i) Contractor shall provide a loaded Tandem Axle Dump (10CY minimum) to proof roll proposed road base.
  - ii) Alternate test measures will only be required if proof roll is not approved.
  - iii) Back fill areas outside of the road bed shall be compacted so as to match the surrounding soils.

**Part 2 - Products**

- 1) All soils needed for this project shall be from salvaged material unless alternate material is approved or required by the City Engineer.
- 2) If poor soils are encountered a reinforcement fabric will be considered and paid for on a square yard basis.

**Part 3 – Execution:**

- 1) Excavation: Remove all material to the planned sub grade.
  - i) Materials include soils, driveways, sidewalks and curb & gutter.
  - ii) Mill or saw-cut edges of the existing pavement to provide a smooth joint to pave against.
  - iii) Use existing road base material for fill to reopen the required cross streets.
- 2) Compact sub-base material and request authorization to place road base material prior to covering any of the sub-base. Review the need for fabric reinforcement prior to installation of any road base material.

3) Install crushed stone for road base in a maximum of 8" lifts. Compact each lift to the desired results prior to the installation of any subsequent base material.

a) Test Rolling: use a tandem axle dump truck loaded with 10 CY of soil or stone for proof rolling.

i) Test all road base material up to the back of curb.

ii) Replace and/or compact any base material as necessary.

iii) Re compact soil if failure is evident in the base or sub base material.

b) Reinforcement fabric may be used if adequate compaction of sub-base material cannot be achieved.

4) Finished Grading

a) Grade, trim and shape sub-grade to the required elevations.

i) Adjust slopes by grading so that transition to the existing finished grades is smooth and rounded to allow easy maintenance of landscaped areas.

ii) Remove all stones 3" or larger from the grading limits of the project.

iii) Road base of all paved areas shall be plus or minus .02' using a 10' straight edge for a guide.

**Utility Adjustments****Part 1 – General:**

## 1) Summary

- a) Sanitary sewer castings, storm sewer castings, and water valve stem tops requiring adjustment (per plans) shall be adjusted to match the finished grade.
  - i) Replace all adjustment rings at each applicable location.
  - ii) Turn water valve stem tops to the desired height.

**Part 2 – Products:**

## 1) Products provided by the City of Sturgeon Bay and / or Sturgeon Bay Utilities:

- a) Sanitary sewer castings, storm sewer castings, and water valve stem tops
- b) HDPE adjustment rings as manufactured by LADTECH, Inc.
- c) Precast concrete adjustment rings
- d) Butyl rubber gasket material

## 2) Products provided by the contractor:

- a) Non-shrink hydraulic cement or Portland cement grout mixtures

**Part 3 – Execution:**

## 1) Sanitary Sewer &amp; Storm Sewer Manholes

- a) Remove all existing adjustment rings and manhole casting.
- b) Inspect the remaining manhole structure to ensure that it has not been damaged.
- c) Install HDPE adjustment rings per manufacture's specification and apply 2 rows of 1/2" thick butyl rubber gasket material between the top adjustment ring & casting.
- d) Backfill excavated areas around the manhole with 1-4" dense graded base and mechanically compact in layers not to exceed 8" thick.

## 2) Storm Sewer Inlets

- a) Remove all existing adjustment rings and inlet casting.
- b) Inspect the remaining inlet structure to ensure that it has not been damaged.
- c) Install precast concrete adjustment rings and apply 1/2" thick butyl rubber gasket material between each adjustment ring.
- d) Backfill excavated areas around the inlet with 1-4" dense graded base and mechanically compact in layers not to exceed 8" thick.
- e) Backplaster the adjustment rings and casting with a non-shrink grout mixture

## 3) Water Valve Stem Tops

- a) Remove and replace the valve stem top. Backfill excavated areas around the valve stem top with 1-4" dense graded base and mechanically compact in layers not to exceed 8" thick.

## Crushed Aggregate Base Course

### Part 1 General

1. Summary
  - a. Foundation preparation.
  - b. Crushed aggregate base course for roads, sidewalks, driveways, and parking areas.
  - c. Preparation of crushed aggregate base course.
2. Submittals
  - a. Aggregate shall be supplied with an approved source testing report.
  - b. One copy of weight tickets from each truck load of material.

### Part 2 Materials

1. Aggregates
  - a. Aggregates shall consist of hard, durable particles of crushed stone and natural or crushed stone sand for filler.
  - b. Aggregates shall be uniformly mixed and not segregated by particle size.
  - c. Moisture content shall not exceed 7%.
  - d. Recycled material may be used for aggregate base course if approved by the City Engineer.

### Part 3 Execution

1. Preparation of Foundation
  - a. Remove all top soils and organic materials.
  - b. Cut or fill, grade, and compact foundation prior to placement of crushed aggregate base course material.
  - c. Remove all soft and spongy soils or cover with approved reinforcement fabric.
  - d. Apply water to material that is dry and dusty to get adequate compaction.
2. Crushed Aggregate Base Course Installation
  - a. Construct road base as shown on drawings in layers not exceeding 8" thick. Segregated materials shall be removed and remixed when identified.
  - b. A layer of larger stone may be used for the first lift if approved by the City Engineer.
  - c. Spreading the base material
    - i. Deposit material in such a manner to minimize the segregation and uniformly spread the aggregate material.
    - ii. Route hauling equipment over all portions of the previously installed aggregate material whenever possible.
3. Compaction
  - a. After aggregate is placed and spread at the desired thickness it shall be compacted.
  - b. Dry aggregate shall have water uniformly applied to achieve the required compaction of 95% of the maximum dry density as determined by the modified proctor test (ASTM D1557).

- c. Segregated materials shall be removed and replaced when compaction cannot be achieved.
  - d. Proof rolling with a loaded tandem axle truck shall be the preferred method of compaction testing, but disputed results will be verified at the Contractor's expense.
4. Water shall be applied as needed to control dust and maintain compaction.
  5. Prior to paving aggregate base course shall be uniformly graded to the desired grade with no abrupt ridges or grade changes so as to create a uniform layer of asphalt. Grades shall be accurate to within .02' measured using a 10' straight edge. Any standing water, snow or ice shall be removed before paving.
  6. Maintain aggregate base course until pavement is installed. Areas that need to be reworked may also need to be proof rolled.
  7. Test the compactions using a fully loaded 10-yard tandem axle dump truck. Any rolling, cracking or displacement of the gravel shall be considered a failed test that requires additional compaction of either the base or sub-base material.
    - i. Contractor may choose to provide other testing methods, at their expense, to prove that the base is ready for paving.
    - ii. No paving will be allowed until testing has been completed and has proven to be adequately compacted.

## Concrete Curb and Gutter

**Part 1 General**

1. Summary
  - A. Fine grading and compaction
  - B. Curb and gutter installation
  - C. Backfilling
  - D. Finished grading
2. Submittals
  - A. Concrete design mix of composition and compressive strength test results
  - B. Results of compression and air entrainment tests
3. Quality Assurance
  - A. Provide mix design that conforms to specifications
  - B. Installation testing
  - C. Slump tests
  - D. Air-entrainment tests
  - E. Compressive strength cylinder tests
4. The following shall be in conformance with the following references
  - A. Sampling                   ASTM C172
  - B. Slump                        ASTM C143
  - C. Air-entrainment        ASTM C231
  - D. Compression            ASTM C31 and C39
5. Compressive strength tests shall consist of four standard test cylinders made from a single batch of concrete.
  - A. Test one cylinder at 5 days or 2500 psi.
  - B. Test one cylinder at 7 days (This test may be skipped if adequate strength is achieved at the 5-day test).
  - C. Test one cylinder at 28 days.
  - D. The remaining cylinder shall be tested if the prior tests fail.
6. Satisfactory Compressive Test
  - A. Results equal to or greater than specified for the 28-day test.
  - B. No individual test is less than 500 PSI below the specified compressive strength.
7. Failed compressive tests after the 4<sup>th</sup> cylinder is tested.
  - A. Core two samples from each area covered by the failed test and perform the compressive test on them.
  - B. Replace the affected area if the core samples fail the compressive test.

**Part 2 Products**

- 1) Concrete
  - a) Conform to the ASTM C94 and Section 501 of the Standard Specifications for Highway and Structure Construction from the Department of Transportation:
    - i) 28-day compressive strength of 4,000 psi
    - ii) 1.5" maximum aggregate size
    - iii) 5.5 bag per cubic yard mix
    - iv) 6% +/- 1.5% air entrainment
    - v) Maximum water to cement ratio of .44

- b) Cement shall conform to ASTM C150, type 1
- c) Aggregates shall conform to ASTM C33
- d) Expansion joint material shall conform to ASTM D1751 and be 0.75" thickness.
- e) Re-bar shall conform to ASTM A615, Grade 60
- f) Curing compounds shall be a liquid membrane-forming conforming to ASTM C-309, class A, type 1 with white pigment.
- g) Aggregate base course material shall consist of durable particles of crushed stone or crushed gravel:
  - i) Oversized stone shall be crushed to required sizes.
  - ii) Shall be free of organic matter, soft stone, shale, and conglomerations of clay, while conforming to the aggregate gradation requirements.
  - iii) Moisture content shall not exceed 7%.

**Gradation Requirements:**

Percent by Weight Passing

Sieve Size	Crushed Stone	Crushed Gravel
1 Inch	100	100
3/8 Inch	40-75	50-85
No. 4	25-60	35-65
No. 10	15-45	25-50
No. 40	----	10-30
No. 200	3-12	3-10

**Part 3 Execution**

- 1) Preparation of subgrade.
- 2) Prepare the subgrade by excavating to the lines, grades and cross-sections shown on the drawings as required for placing the curb and gutter.
- 3) If subgrade excavation in cut is required, stockpile the surplus material for use in fill areas behind the curb and gutter, or dispose of at the City's stock pile at 1531 Division Road, Sturgeon Bay, WI 54235 or at another approved location.
- 4) If subgrade excavation in fill is required, then furnish, install and compact.
  - a. If borrow fill is suitable it shall be the preferred fill material but if not class C2 soil shall be needed.
  - b. Compact to a minimum of 95% modified proctor density (ASTM D1557).
- 5) Placing the base course:
  - a. Provide a minimum of 4 inches of base material.
  - b. Prepare the grade by grading to the lines, grades and cross-sections shown on the drawings as required for placing the curb and gutter.
  - c. Compact to 95% modified proctor density (ASTM D1557)
- 6) Catch basins / inlets shall be adjusted to the curb and gutter elevations and tuck pointed with concrete used in the curb construction.
- 7) Slip-form Construction
  - a. Slip form construction is the preferred method of placement.
  - b. Coordinate the operations of mixing, delivering, and placing of the concrete to provide uniform progress with minimal stopping of the curb machine.
  - c. The curb machine shall be capable of placing the specified type of curb with the adequate amount of vibration to eliminate honeycomb formation.



- d. Protect the curb and gutter until concrete has obtained the design strength.
- 8) Manual Placement
- a. Provide forms of the size and type of material required to properly construct the curb and gutter as required.
  - b. Properly brace or tie forms together to maintain position and shape.
  - c. Clean and coat the forms with clear mineral or paraffin base form oil prior to the placement of concrete.
  - d. Forms shall remain in place until they can be removed without damage or settling.
  - e. Protect the curb and gutter until concrete has obtained the design strength.
- 9) Placing Concrete
- a. Construct curb and gutter on the prepared and moistened foundation in one course.
  - b. Construct curb and gutter to the required lines and grades as shown on the drawings.
  - c. Consolidate concrete using mechanical vibration to eliminate honeycombing.
  - d. Contraction joints shall be sawn at 10' intervals, 2" deep as soon as the concrete has set sufficiently to preclude raveling during the saw cutting but before shrinkage cracking.
- 10) Contraction Joint Placements
- a. Place at 300' maximum spacing.
  - b. At each end of the radius sections.
  - c. Adjacent to expansion joints in existing concrete.
  - d. Place at right angles to the gutter flow line.
- 11) Drilled Tie Bars: Install 2 drilled tie bars at each joint to existing concrete curbing
- 12) Finishing
- a. Trowel and brush or dry broom the surfaces of the curb and gutter prior to concrete setting.
  - b. Round edges adjacent to expansion joints using a 1/4" jointer.
  - c. If approved by Owner honeycombed areas shall be tuck pointed as soon as found with a mortar mixture of 1-part Portland Cement and 3 parts sand.
- 13) Curb ramping shall provide depressed and sloped curb at ramp and driveway locations as shown on drawings or identified by the City Engineer.
- 14) Curing
- a. Start curing activities as soon as free water has disappeared from the surface of the concrete after placing and finishing.
  - b. Apply curing compound to all exposed surfaces by spraying a uniform coating in such a manner as to provide a continuous water impermeable surface. Apply in accordance with manufacturer's recommendations to limit loss of water to not more than 0.40 kg/m<sup>2</sup> in 72 hours.
  - c. In hot weather conform to ACI 305 or ACI 306 in cold weather.
  - d. **During the curing period protect concrete from damage, water flow, loading, shock and vibration.**

## Concrete Sidewalks and Driveways

### Part 1      **General**

#### 1.1            Summary

- A. Fine grading and compaction
- B. Sidewalk and driveway installation
- C. Backfilling
- D. Finished grading

#### 1.2            Submittals

- A. Concrete design mix of composition and compressive strength test results.
- B. Results of compression and air entrainment tests.

#### 1.3            Quality Assurance

- A. Provide mix design that conforms to specifications.
- B. Installation testing
  - a. Slump tests
  - b. Air-entrainment tests
  - c. Compressive strength cylinder tests
- C. The following shall be in conformance with the following references:
  - a. Sampling            ASTM C172
  - b. Slump                ASTM C143
  - c. Air-entrainment    ASTM C231
  - d. Compression        ASTM C31 and C39
- D. Tests shall be performed twice each day or once per 100 cubic yards, whichever is greater.
- E. Compressive strength tests shall consist of four standard test cylinders made from a single batch of concrete.
  - a. Test one cylinder at 5 days.
  - b. Test one cylinder at 7 days (This test may be skipped if adequate strength is achieved at the 5 day test).
  - c. Test one cylinder at 28 days.
  - d. The remaining cylinder shall be tested if the prior tests fail.
- F. If applicable - high early strength concrete shall be used in driveways that have high early strength concrete used to construct the curb and gutter.
- G. Satisfactory Compressive Test:
  - a. Results equal to or greater than specified for the 28-day test.
  - b. No individual test is less than 500 PSI below the specified compressive strength.
- H. Failed compressive tests after the 4th cylinder is tested.
  - a. Core two samples from each area covered by the failed test and perform the compressive test on them.
  - b. Replace the affected area if the core samples fail the compressive test.

### Part 2      **Products**

#### 2.1 Concrete

- A. Conform to the ASTM C94 and Section 501 of the Standard Specifications for Highway and Structure Construction from the Department of Transportation:
  - a. 28-day compressive strength of 4,000 psi.

- b. 1.5" maximum aggregate size
  - c. 5.5 bag per cubic yard mix
  - d. 6% +/- 1.5% air entrainment
  - e. Maximum water to cement ratio of .44
- B. If applicable - high early strength concrete shall achieve a usable compressive strength in less than 24 hours.
- C. Cement shall conform to ASTM C150, type 1.
- D. Aggregates shall conform to ASTM C33.
- E. Expansion joint material shall conform to ASTM D1751 and be 0.75" thickness.
- F. Re-bar shall conform to ASTM A615, Grade 60.
- G. Curing Compounds shall be a liquid membrane-forming conforming to ASTM C-309, class A, type 1 with white pigment.
- H. Aggregate base material shall consist of durable particles of crushed stone or crushed gravel:
- a. Oversized stone shall be crushed to required sizes.
  - b. Shall be free of organic matter, soft stone, shale, and conglomerations of clay, while conforming to the aggregate gradation requirements.
  - c. Moisture content shall not exceed 7%.
  - d. Gradation requirements:

Sieve Size	Percent by Weight Passing	
	Crushed Stone	Crushed Gravel
1 Inch	100	100
3/8 Inch	40-75	50-85
No. 4	25-60	35-65
No. 10	15-45	25-50
No. 40	----	10-30
No. 200	3-12	3-10

**Part 3 Execution**

**3.1 Preparation of subgrade.**

- A. Prepare the subgrade by excavating to the lines, grades and cross-sections shown on the drawings as required for placing the sidewalks and driveways.
- B. If subgrade excavation in cut is required, stockpile the surplus material for use in fill areas behind the sidewalks and driveways, or dispose of at the City's stock pile at 1531 Division Road, Sturgeon Bay, WI 54235 or at another approved location.
- C. If sub-grade excavation in fill is required, then furnish, install and compact.
  - a. If borrow fill is suitable it shall be the preferred fill material but if not class C2 soil shall be needed.
  - b. Compact to a minimum of 95% modified proctor density (ASTM D1557).

**3.2 Placing the base course:**

**A. Placing the Base Course**

- a. Provide a minimum of 4 inches of base material at 4" thick sidewalks, and a minimum of 6 inches of base material at 6" thick sidewalks or driveways.
- b. Prepare the grade by grading to the lines, grades and cross-sections shown on the drawings as required for placing the sidewalks and driveways.
- c. Compact to 95% modified proctor density (ASTM D1557).

### 3.3 Expansion Joints

- A. Location and geometry of expansion joints shall be as shown on the drawings or according to the following criteria:
  - 1. At right angles or tee intersections.
  - 2. At all intersections of driveways and walkways.
  - 3. At the back of curbs.
  - 4. 100' spacing, perpendicular to the edge of sidewalk.
  - 5. At all curb ramps.
- B. Felt shall be equal the depth of the concrete and placed slightly below the finished surface.

### 3.4 Slip-form Sidewalk Construction

- A. Slip form construction is the preferred method of placement.
- B. Coordinate the operations of mixing, delivering, and placing of the concrete to provide uniform progress with minimal stopping of the sidewalk machine.
- C. The sidewalk machine shall be capable of placing the specified sidewalk with the adequate amount of vibration to eliminate honeycomb formation.
- D. Protect the sidewalks until concrete has obtained the design strength.

### 3.5 Manual Placement

- A. Provide forms of the size and type of material required to properly construct the sidewalk and driveways as required.
- B. Properly brace or tie forms together to maintain position and shape.
- C. Clean and coat the forms with clear mineral or paraffin base form oil prior to the placement of concrete.
- D. Forms shall remain in place until they can be removed without damage or settling.
- E. Protect the sidewalks and driveways until concrete has obtained the design strength.

### 3.6 Placing Concrete

- A. Construct sidewalks and driveways on the prepared and moistened foundation in one course.
- B. Construct sidewalks and driveways to the required lines and grades as shown on the drawings.
- C. Consolidate concrete using mechanical vibration to eliminate honeycombing.
- D. Contraction joints shall be sawn at 5' intervals, 1.25" deep as soon as the concrete has set sufficiently to preclude raveling during the saw cutting but before shrinkage cracking.

### 3.7 Contraction Joints

- A. Place at 5' maximum spacing.
- B. At each end of each driveway.
- C. Adjacent to existing expansion joints in existing concrete.
- D. Place at right angles to the edge of sidewalk.

### 3.8 Place reinforcement if required (as shown on the plans).

### 3.9 Finishing

- A. Trowel and brush or dry broom the surfaces of the sidewalks and driveways prior to concrete settling.
- B. Round edges adjacent to expansion joints using a ¼" jointer.
- C. If approved by Owner honeycombed areas shall be tuck pointed as soon as found with a mortar mixture of 1-part Portland cement and 3 parts sand.

### 3.10 Curb Ramping

- A. Install (2) cast iron warning fields per each location shown on the plans.
- B. Use Neenah Foundry Quick Connect Detectable Warning Plates (unpainted) unless alternate is approved by the Owner.

### 3.11 Curing

- A. Start curing activities as soon as free water has disappeared from the surface of concrete after placing and finishing.
- B. Apply curing compound to all exposed surfaces by spraying a uniform coating in such a manner as to provide a continuous water impermeable surface. Apply in accordance with manufacturer's recommendations to limit loss of water to not more than 0.40 kg/m<sup>2</sup> in 72 hours.
- C. In hot weather conform to ACI 305.
- D. In cold weather conform to ACI 306.
- E. **During the curing period protect concrete from damage, water flow, loading, shock and vibration.**

Site Restoration

**Part 1 - General**

**1.01 – Section Includes**

- a) Topsoil
- b) Salvaged Topsoil
- c) Seeding and Mulching
- d) Restoration, Seed

**1.02 – Reference Specifications, Codes, and Standards**

- a) Standard Specifications: Reference in these Specifications to "Standard Specifications" shall mean State of Wisconsin, Department of Transportation, Standard Specification.

**Part 2 - Products**

**2.01 – Topsoil**

- a) Topsoil shall be clean, fertile, friable natural loam capable of sustaining vigorous plant growth, being free from hard lumps, plants and roots, gravel, stone over 1 inch in any dimension, unacceptable or unspecified weeds and grasses, and having pH value between 6.0 and 7.0
- b) Pulverize and screen the topsoil such that 100 percent passes the 1" (25mm) sieve and at least 90 percent passes the No. 10 (2.00 mm).
- c) Topsoil that does not meet pH range shall be amended to be between 6.0 and 7.0.

**2.02 – Salvaged Topsoil**

- a) Shall be in accordance with requirements of "Materials" in Section 625. TOPSOIL AND SALVAGED TOPSOIL, WDOTSS.

**2.03 – Seed**

- a) Turf grass restoration seed mix shall be in accordance with requirements of "Materials" in Section 630. SEEDING, WDOTSS
  - i) Seed mixture shall be WDOT Mix #40

**2.04 – Mulch**

- a) Shall be in accordance with requirements of "Materials" in Section 627. MULCHING, WDOTSS, for WDOT seed mixes.

## **Part 3 - Execution**

### **3.01 – Damaged Improvements**

- a) Contractor shall replace shrubs, trees, or other landscaping damaged or destroyed through carelessness of the Contractor during construction at no additional cost.
- b) Contractor shall restore areas disturbed through carelessness of Contractor beyond the intended construction areas at no additional cost.

### **3.02 – Topsoil and Salvaged Topsoil**

- a) Perform in accordance with requirements of paragraph 625.3.1 and 625.3.3 of Section 625. TOPSOIL AND SALVAGED TOPSOIL, WDOTSS except as follows:
  - i) Improved Grass Areas:
    - (1) Restoration in improved grass areas, lawns, and under sod shall include placement of minimum 4 inches of topsoil.
  - ii) If Contractor fails to salvage enough topsoil to provide 4" replacement Contractor shall furnish topsoil.
  - iii) Contractor shall be responsible for topsoil replacement and finish grading of restored areas due to rainfall events, erosion, and unsatisfactory establishment of vegetation until City Engineer deems restoration areas fully established with dense vegetation.

### **3.03 – Seed**

- a) Perform in accordance with requirements for "Construction" in Section 630. SEEDING, WDOTSS except as follows:
  - i) Seeding Rate:
    - (1) Sowing rate for all seed mixtures shall be 3 pounds of seed mixture per 1,000 square feet.
    - (2) Contractor shall be responsible for reseeding restored areas due to rainfall events, erosion, and unsatisfactory establishment of vegetation until City Engineer deems restoration areas fully established with dense vegetation

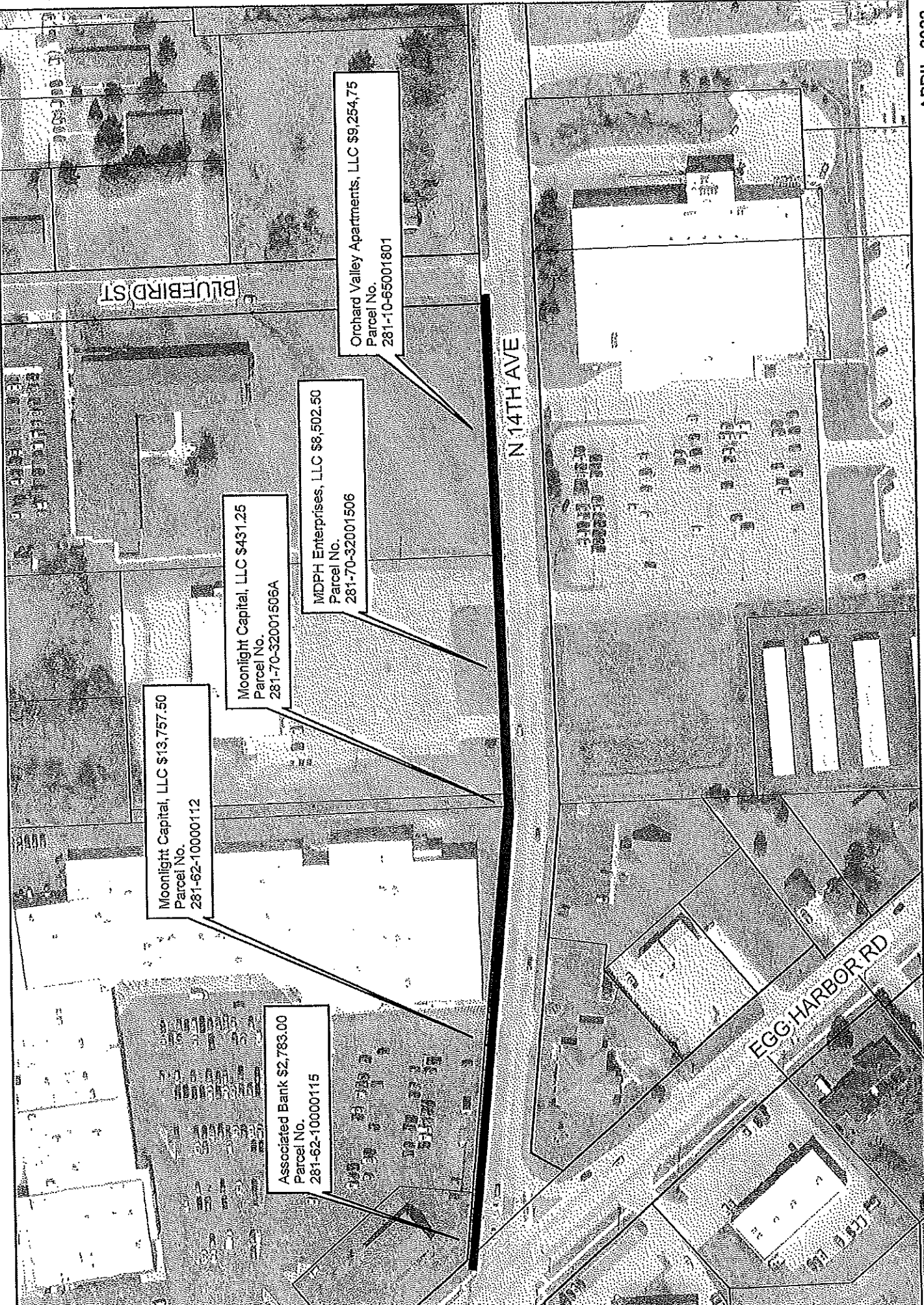
Item #	New Sidewalk: N 14th Ave (west side of road from Egg Harbor Road to Bluebird St.) - Item Descriptions	Unit	Estimated Quantity	Unit Price	Line Item Total	City Quantity	Assess Quantity	City Cost	Assess Cost
1	Mobilization - Concrete Work (Includes traffic control if needed & barriers for wet concrete)	LS	1.00	\$ 1,000.00	\$ 1,000.00	1.00	0.00	\$ 1,000.00	\$ -
2	Strip Topsoil & Compact Sub-base with a Roller (For New Concrete Sidewalks)	SF	5053.00	\$ 1.00	\$ 5,053.00	5053.00	0.00	\$ 5,053.00	\$ -
3	Remove Concrete and / or Asphalt Sidewalk & Driveways (includes cutting)	SF	2755.00	\$ 1.10	\$ 3,030.50	2755.00	0.00	\$ 3,030.50	\$ -
4	Remove Curb & Gutter (includes cutting)	LF	67.00	\$ 11.00	\$ 737.00	67.00	0.00	\$ 737.00	\$ -
5	New Concrete Curb & Gutter - 30" (includes base excavation & base)	LF	56.00	\$ 45.00	\$ 2,520.00	56.00	0.00	\$ 2,520.00	\$ -
6	New Concrete Sidewalk - 4" (includes base excavation and base)	SF	4989.00	\$ 5.75	\$ 28,686.75	1.00	4988.00	\$ 5.75	\$ 28,681.00
7	New Concrete Sidewalk or Driveway - 6" (includes base excavation and base)	SF	1708.00	\$ 6.75	\$ 11,529.00	812.00	896.00	\$ 5,481.00	\$ 6,048.00
8	Cast Iron Warning Fields - 2'x4'	EA	2.00	\$ 300.00	\$ 600.00	2.00	0.00	\$ 600.00	\$ -
9	Replace Manhole or Inlet Casting & Rings - Labor Only (casting & rings to be provided by City)	EA	2.00	\$ 350.00	\$ 700.00	2.00	0.00	\$ 700.00	\$ -
					<b>Totals:</b>			<b>\$ 19,127.25</b>	<b>\$ 34,729.00</b>



Item #	New Sidewalk: Rhode Island Street (north side of road from ballfield to address 417) - Item Descriptions	Unit	Estimated Quantity	Unit Price	Line Item Total	Qty Quantity	Assess Quantity	City Cost	Assess Cost
1	Mobilization - Concrete Work (Includes traffic control if needed & barriers for wet concrete)	LS	1.00	\$ 1,000.00	\$ 1,000.00	1.00	0.00	\$ 1,000.00	\$ -
2	Strip Topsoil & Compact Sub-base with a Roller (For New Concrete Sidewalks)	SF	1480.00	\$ 1.00	\$ 1,480.00	1480.00	0.00	\$ 1,480.00	\$ -
3	Remove Concrete and / or Asphalt Sidewalk & Driveways (includes cutting)	SF	25.00	\$ 2.00	\$ 50.00	25.00	0.00	\$ 50.00	\$ -
4	New Concrete Sidewalk - 4" (includes base excavation and base)	SF	1505.00	\$ 6.00	\$ 9,030.00	345.00	1160.00	\$ 2,070.00	\$ 6,960.00
5	New Concrete Sidewalk or Driveway - 6" (includes base excavation and base)	SF	394.00	\$ 7.00	\$ 2,758.00	216.00	178.00	\$ 1,512.00	\$ 1,246.00
					Totals:	\$ 14,318.00		\$ 6,112.00	\$ 8,206.00

N 14th Ave		Mailing Address				Property Address				4" Sidewalk	4" Sidewalk	6" Sidewalk	6" Sidewalk	Total Cost
Parcel Number	Last Name	First Name	Street 1	City	State	ZIP	4" Sidewalk (SF)	4" Sidewalk Cost	6" Sidewalk Typ. (SF)	6" Sidewalk Typ. Cost	6" Sidewalk - Typ. Cost	6" Sidewalk - Typ. Cost	Total Cost	
2816210000115	Associated Bank		MS8227 / 433 Main St	Green Bay	WI	54301	484.00	\$ 2,783.00	0.00	\$ 0.00	\$ -	\$ -	\$ 2,783.00	
2816210000112	Moonlight Capital LLC		PO Box 45	McFarland	WI	53558	1808.00	\$ 10,396.00	498.00	\$ 3,361.50	\$ 3,361.50	\$ 13,757.50		
2817032001506A	Moonlight Capital LLC		PO Box 45	McFarland	WI	53558	75.00	\$ 431.25	0.00	\$ 0.00	\$ -	\$ 431.25		
2817032001506	MDPH Enterprises LLC		1217 N 14th Ave	Sturgeon Bay	WI	54235	1096.00	\$ 6,303.00	326.00	\$ 2,200.50	\$ 2,200.50	\$ 8,502.50		
2814065001801	Orchard Valley Apt. INC		PO Box 961009	Fort Worth	TX	76161	1525.00	\$ 8,768.75	72.00	\$ 486.00	\$ 486.00	\$ 9,254.75		
							4988.00	\$ 28,681.00	896.00	\$ 6,048.00	\$ 6,048.00	\$ 34,729.00		
							Totals							

Rhode Island Street		Mailing Address				Property Address				4" Sidewalk	4" Sidewalk	6" Sidewalk	6" Sidewalk	Total Cost
Parcel Number	Last Name	First Name	Street 1	City	State	ZIP	4" Sidewalk (SF)	4" Sidewalk Cost	6" Sidewalk Typ. (SF)	6" Sidewalk Typ. Cost	6" Sidewalk - Typ. Cost	6" Sidewalk - Typ. Cost	Total Cost	
2816228000116	Blevins	Albert	4701 N Amanda Ln	Sheboygan	WI	53081	439.00	\$ 2,634.00	60.00	\$ 420.00	\$ 420.00	\$ 3,054.00		
2816229000119	Sturgeon Bay Rentals LLC	Donald	3052 15th Street	Monroe	WI	53566	267.00	\$ 1,602.00	58.00	\$ 406.00	\$ 406.00	\$ 2,008.00		
2816229000125	Morrill	Kenneth	1116 N 3rd Ave	Sturgeon Bay	WI	54235	325.00	\$ 1,950.00	0.00	\$ 0.00	\$ -	\$ 1,950.00		
2816229000117	Schultz		426 N Duluth Ave	Sturgeon Bay	WI	54235	129.00	\$ 774.00	60.00	\$ 420.00	\$ 420.00	\$ 1,194.00		
							1160.00	\$ 6,960.00	178.00	\$ 1,246.00	\$ 1,246.00	\$ 8,206.00		
							Totals							



Moonlight Capital, LLC \$13,757.50  
Parcel No.  
281-62-10000112

Moonlight Capital, LLC \$4\$1,25  
Parcel No.  
281-70-32001506A

MDPH Enterprises, LLC \$8,502.50  
Parcel No.  
281-70-32001506

Orchard Valley Apartments, LLC \$9,254.75  
Parcel No.  
281-10-65001801

Associated Bank \$2,783.00  
Parcel No.  
281-62-10000115

N 14TH AVE

BLUEBIRD ST

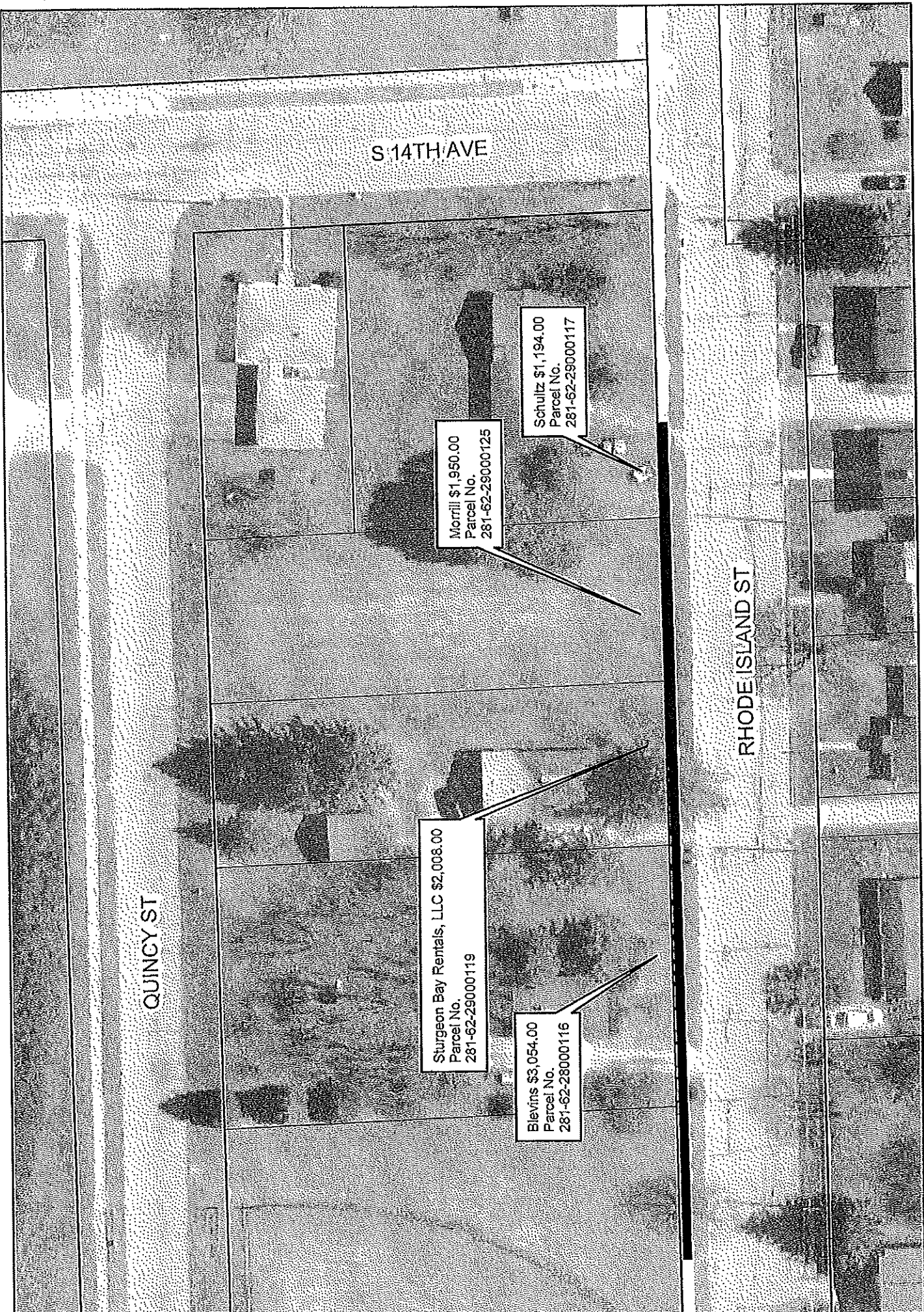
EGG HARBOR RD

NEW SIDEWALK

APRIL, 2022

# N 14th Ave Sidewalks Proposed Assessments





S 14TH AVE

QUINCY ST

RHODE ISLAND ST

Morrill \$1,950.00  
Parcel No.  
281-62-29000125

Schultz \$1,194.00  
Parcel No.  
281-62-29000117

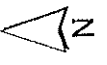
Sturgeon Bay Rentals, LLC \$2,008.00  
Parcel No.  
281-62-29000119

Blevins \$3,054.00  
Parcel No.  
281-62-28000116

APRIL, 2022

NEW SIDEWALK

# Rhode Island St Sidewalks Proposed Assessments



NOTICE OF PUBLIC HEARING  
ON SPECIAL ASSESSMENTS

PLEASE TAKE NOTICE, that the Common Council of the City of Sturgeon Bay has declared its intention to exercise its police power in accordance with 66.0703, Wisconsin Statutes, to levy special assessments upon property within the following described area for benefits conferred upon such property by the improvement of the following streets and the installation of Curb and Gutter and Sidewalk, thereon:

ASSESSMENT DISTRICT

1. Alley W14 (between E Oak Street and E Pine Street from S Madison Ave to S Neenah Ave) on the north side of the alley from the west side of the parking lot for Kitty O'Reilly's Irish Pub to S Neenah Ave

The report of the City Engineer & Sturgeon Bay Utilities showing proposed plans and specifications, estimated cost of improvements and proposed assessment is on file in the Clerk's Office and may be inspected there during any business day between the hours of 8:00 A.M. and 4:30 P.M.

You are further notified that the Common Council of the City of Sturgeon Bay will hear all interested persons, or their agents or attorneys, concerning matters contained in the preliminary resolution authorizing the assessments and the report of the City Engineer and/or Sturgeon Bay Utilities at 6:00 P.M., or shortly thereafter on the 17th day of May 2022 in the Council Chambers in City Hall, 421 Michigan Street. All objections will be considered at this hearing and thereafter the amount of the assessments will be finally determined.

The assessments may be deferred and also the assessment may be subject to installment payment privileges. The determination of whether or not an assessment is deferrable or subject to installment payments will be determined by the Common Council. Persons interested in obtaining a deferment should do so in writing at the office of the City Clerk.

Dated this 20th day of April 2022.

Stephanie L. Reinhardt  
City Clerk

EXECUTIVE SUMMARY

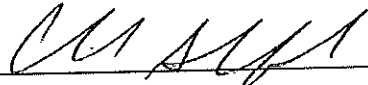
**DATE:** April 12, 2022

**TITLE:** Preliminary Resolution and Engineering Report for Declaring Intent to Levy Special Assessments for Curbing Installation along Alley W14

**BACKGROUND:** Alley W14 is located between E Oak Street and E Pine Street and runs from S Madison Ave to S Neenah Ave. During the development of the replacement plans for this alley the affected property owners discussed alternatives to improve drainage on the east end of the alley. Ultimately it was agreed that adding curbing along the north side of the alley from the west side of the parking lot for Kitty O'Reilly's Irish Pub to S Neenah Ave would help to improve the drainage issues. The property owners were notified that a special assessment for the new curbing would be likely, and after receiving a rough estimate of cost, they both requested to have the new curbing added. Consistent with past curbing special assessments the abutting property owners will only be assessed for the cost of the new curbing. The City will be responsible for all other costs of the completed project.

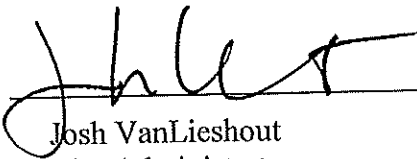
**FISCAL IMPACT:** The concrete portion of the project has been bid and has an estimated overall cost totaling \$11,398.96. There is no other contracted concrete work associated with this project so the entire amount would be assessed to the abutting property Owners.

**RECOMMENDATION:** Pass the preliminary resolution for declaring intent to levy special assessments for the curbing installation along Alley W14.

**SUBMITTED BY:**  4-12-22  
Chad Shefchik  
City Engineer  
Date

**REVIEWED BY:** Valerie Clarizio 4/12/22  
Val Clarizio  
Finance Director  
Date

**REVIEWED BY:** \_\_\_\_\_  
Stephanie Reinhardt  
City Clerk  
Date

**REVIEWED BY:**  4/12/22  
Josh VanLieshout  
City Administrator  
Date

**PRELIMINARY RESOLUTION  
DECLARING INTENT TO LEVY SPECIAL ASSESSMENTS UNDER MUNICIPAL  
POLICE POWER PURSUANT TO SECTION 66.0703, WIS. STATS.**

RESOLVED, by the Common Council of the City of Sturgeon Bay, Wisconsin:

1. The Common Council hereby declares its intention to exercise its police power under Section 66.0703, Wisconsin Statutes, to levy special assessments upon property in the Assessment District hereafter described for benefits conferred upon such property by reason of the following public work improvements:

Installation of new curbing along the eastern side of alley W14 on the north side of the alley.

2. The Property to be assessed lies within the following described Assessment District:

Assessment District:

Alley W14 (between E Oak Street and E Pine Street from S Madison Ave to S Neenah Ave) on the north side of the alley from the west side of the parking lot for Kitty O'Reilly's Irish Pub to S Neenah Ave.

3. It is proposed that 100 percent of the cost of the installation of the curbing in the project area of the Assessment District be assessed against the benefitted properties.
4. The Common Council determines that the improvements constitute an exercise of the police power for the health, safety, and general welfare of the municipality and its inhabitants.
5. The City Engineer shall prepare a report which shall consist of:
  - a. Preliminary plans and specifications for the improvements.
  - b. Estimate of the entire cost of the proposed improvements.
  - c. Schedule of proposed assessments.
6. When the report is completed, the City Engineer shall file a copy of the report with the Municipal Clerk for public inspection and, if state property is to be assessed, shall mail a copy of the report to the responsible state agency and, for assessments of \$50,000 or more, to the Wisconsin State Building Commission.
7. Upon receiving the report of the City Engineer, the Municipal Clerk shall cause notice to be given stating the nature of the proposed improvements, the general boundary lines of the proposed Assessment District (including a small map thereof), the time and place at which the report may be inspected, and the time

and place of the public hearing on the matters contained in the preliminary resolution and the report. This notice shall be published as a class 1 notice under ch. 985, Stats, and a copy shall be mailed, at least 10 days before the hearing, to every interested party whose address is known or can be ascertained with reasonable diligence.

8. The public hearing shall be held in the Common Council Chambers in City Hall, 421 Michigan Street, on the 17th day of May, 2022 at 6:00 p.m. or shortly thereafter, in accordance with Section 66.0703 (7), Wisconsin Statutes.
9. The assessment against any parcel may be paid in cash, subject to installment payment privileges, or subject to deferment. The determination of whether or not an assessment is deferrable will be determined by the Common Council at or after the public hearing to be held in connection with this matter. Six annual installments are hereby authorized except when total assessment on a single parcel exceeds \$6,000 then twelve installments can be applied for.

Introduced by:

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

Passed by the Council on the \_\_\_\_ day of \_\_\_\_\_, 2022.



REPORT ON THE PROPOSED SPECIAL ASSESSMENTS FOR CURBING INSTALLATION  
IMPROVEMENTS AGAINST PROPERTIES LOCATED IN STURGEON BAY, WISCONSIN

This report is submitted in accordance with the requirements of ss66.60, Stats., and the Preliminary Resolution of the City of Sturgeon Bay, Wisconsin, dated \_\_\_\_\_, 2022, determining to levy special assessments on the benefited properties for the public improvements described in Schedule A of this report to be made in the Assessment District described in Schedule C of this report.

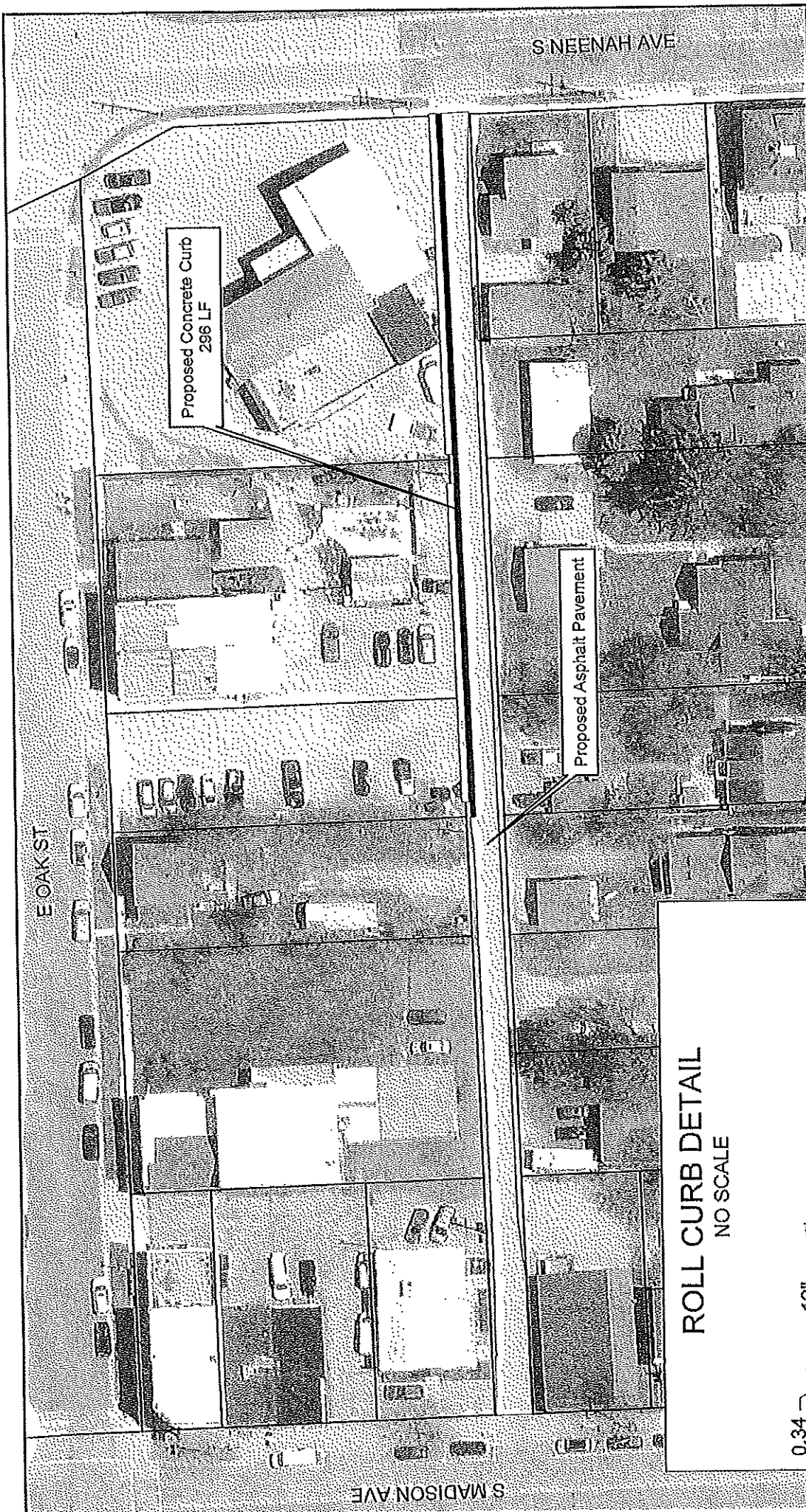
This report consists of the following schedules:

- Schedule A Preliminary plans and specifications for the improvements.
- Schedule B Estimate of the entire cost of the proposed improvements.
- Schedule C Schedule of proposed assessments.

Schedule A Preliminary plans and specifications for the improvements are attached hereto:

Schedule B Estimate of the entire cost of the proposed improvements is attached hereto:  
NOTE: Costs shown on the estimate are based on actual pricing from the awarded contractor.

Schedule C Schedule of proposed assessments is attached hereto:



S NEENAH AVE

E OAK ST

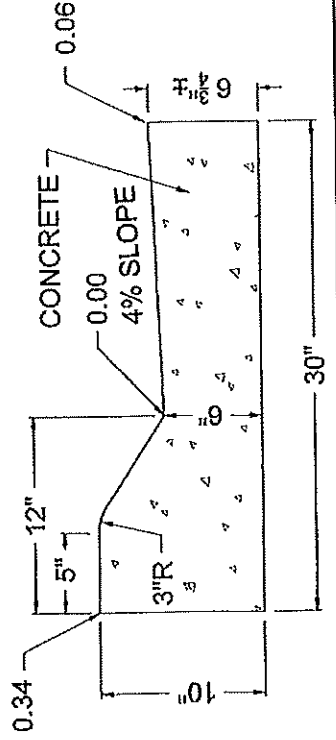
S MADISON AVE

Proposed Concrete Curb  
296 LF

Proposed Asphalt Pavement

Alley W14

**ROLL CURB DETAIL**  
NO SCALE



**Project Summary**

Part 1 - General

a) Summary

- i) This section includes a general description of the work required and process needed to accomplish the required tasks.
  - (1) Utility Construction shall be coordinated through the Owner's on-site inspector and:
    - (a) Sanitary Sewer and Water Main shall be coordinated with Sturgeon Bay Utilities general manager Cliff White 920-746-2049.
    - (b) Storm Sewer shall be coordinated with the City Engineer 920-746-2913.
    - (c) Electrical Work shall be coordinated with Sturgeon Bay Utilities Electrical manager Jason Bieri 920-746-5972.
    - (d) All other utility conflicts shall be resolved by the Contractor.
  - (2) Road Construction shall be coordinated through the Owner's on-site representative and the City Engineer.
  - (3) A pre-construction meeting shall be conducted by the City Engineer and Contractor. All local utilities shall be invited and major subcontractors are required to attend.

Part 2 - Products (Not Used)

Part 3 – Execution:

- a) Contractor is responsible to develop a schedule for this project that adheres to the principles described in this section, and must have it approved by the City of Sturgeon Bay before starting construction. Schedule shall include the following:
  - i) Continuous progress must be maintained throughout all stages of each project location.
  - ii) Access to local businesses and residences shall be maintained throughout the project to the maximum extent practical.

## Measurement and Payment

### Part 1 General

#### 1) Summary

- a) Unit prices: shall include all equipment, material, tools and personnel to complete the desired task, measured on a per unit basis. Additional payments for items not identified in Section 00420 Bid Schedule shall be considered included with the unit price submitted.
- b) Lump sum items shall include all equipment, material, tools and personnel to complete the desired task, measured on a total cost basis. Additional payments for items not identified in Section 00420 Bid Schedule but part of the completed item shall be considered included with the lump sum bid.

#### 2) General Work items:

- a) Pavements: shall include materials, reinforcement (if required), trucking, installation and protection until accepted by the City of Sturgeon Bay as part of the finished product.
- b) Road construction: shall include all equipment, material, tools and personnel to grade, compact sub-base material, provide and compact and grade all crushed aggregate base material, per the unit prices identified in Section 00420. All tasks not itemized shall be considered incidental to the item that it is considered a component of.
- c) Items not identified: All work is considered identified and covered as part of the bid and the Contractor agrees to this contention with the submittal of the bid. If in the opinion of the City Engineer, items are not covered by the bid items in Section 00420, the Contractor shall propose a reasonable unit price rate (or lump sum if appropriate) that is justified when compared to the actual cost and expense of the item.

### Part 2 Products

- a. Measurements shall be made and confirmed with the City Engineer or their representative prior to application for payment.
- b. Applications shall be made upon the form provided in Section 00620 (Application for Payment) along with all supportive documentation in order to be considered for payment.

### Part 3 Execution

- a. Submit all pay requests with the forms provided and justification to:  
The City of Sturgeon Bay  
Attn; City Engineer  
421 Michigan Street  
Sturgeon Bay, WI 54235

**Specifications**

**Part 1 - General**

- 1) Summary
  - a) The specifications are intended to reflect good construction practices identified in the Standard Specifications for Highway and Structure Construction from the Wisconsin Department of Transportation.
  - b) This specification supersedes the standard specification in all instances referenced in this document.
- 2) Mobilization shall be a lump sum amount that is expected to cover the cost of bringing equipment and personnel to the job site and Items not specifically identified with a line item or unit price should also be covered in this cost. 50% of Mobilization shall be paid with the first payment and 50% with the last payment.

**Part 2 - Products (Not Used)**

**Part 3 – Execution: CONTRACTOR USE OF SITE**

- 1) Construction Operations: Limited to immediate area of construction. Road closures shall be approved by the City Engineer and limited to areas where work is underway or completed and awaiting restoration. The Contractor is responsible for coordination of the road closures with any applicable emergency service entities. Contact information is available from the City Engineer's representative.
- 2) Time Restrictions for Performing Work: 7:00 a.m. to 7:00 p.m.

## Concrete Curb and Gutter

**Part 1 General**

1. Summary
  - A. Fine grading and compaction
  - B. Curb and gutter installation
  - C. Backfilling
  - D. Finished grading
2. Submittals
  - A. Concrete design mix of composition and compressive strength test results
  - B. Results of compression and air entrainment tests
3. Quality Assurance
  - A. Provide mix design that conforms to specifications
  - B. Installation testing
  - C. Slump tests
  - D. Air-entrainment tests
  - E. Compressive strength cylinder tests
4. The following shall be in conformance with the following references
  - A. Sampling                   ASTM C172
  - B. Slump                        ASTM C143
  - C. Air-entrainment        ASTM C231
  - D. Compression            ASTM C31 and C39
5. Compressive strength tests shall consist of four standard test cylinders made from a single batch of concrete.
  - A. Test one cylinder at 5 days or 2500 psi.
  - B. Test one cylinder at 7 days (This test may be skipped if adequate strength is achieved at the 5-day test).
  - C. Test one cylinder at 28 days.
  - D. The remaining cylinder shall be tested if the prior tests fail.
6. Satisfactory Compressive Test
  - A. Results equal to or greater than specified for the 28-day test.
  - B. No individual test is less than 500 PSI below the specified compressive strength.
7. Failed compressive tests after the 4<sup>th</sup> cylinder is tested.
  - A. Core two samples from each area covered by the failed test and perform the compressive test on them.
  - B. Replace the affected area if the core samples fail the compressive test.

**Part 2 Products**

- 1) Concrete
  - a) Conform to the ASTM C94 and Section 501 of the Standard Specifications for Highway and Structure Construction from the Department of Transportation:
    - i) 28-day compressive strength of 4,000 psi
    - ii) 1.5" maximum aggregate size
    - iii) 5.5 bag per cubic yard mix
    - iv) 6% +/- 1.5% air entrainment
    - v) Maximum water to cement ratio of .44

- b) Cement shall conform to ASTM C150, type 1
- c) Aggregates shall conform to ASTM C33
- d) Expansion joint material shall conform to ASTM D1751 and be 0.75" thickness.
- e) Re-bar shall conform to ASTM A615, Grade 60
- f) Curing compounds shall be a liquid membrane-forming conforming to ASTM C-309, class A, type 1 with white pigment.
- g) Aggregate base course material shall consist of durable particles of crushed stone or crushed gravel:
  - i) Oversized stone shall be crushed to required sizes.
  - ii) Shall be free of organic matter, soft stone, shale, and conglomerations of clay, while conforming to the aggregate gradation requirements.
  - iii) Moisture content shall not exceed 7%.

Gradation Requirements:  
Percent by Weight Passing

Sieve Size	Crushed Stone	Crushed Gravel
1 Inch	100	100
3/8 Inch	40-75	50-85
No. 4	25-60	35-65
No. 10	15-45	25-50
No. 40	----	10-30
No. 200	3-12	3-10

**Part 3 Execution**

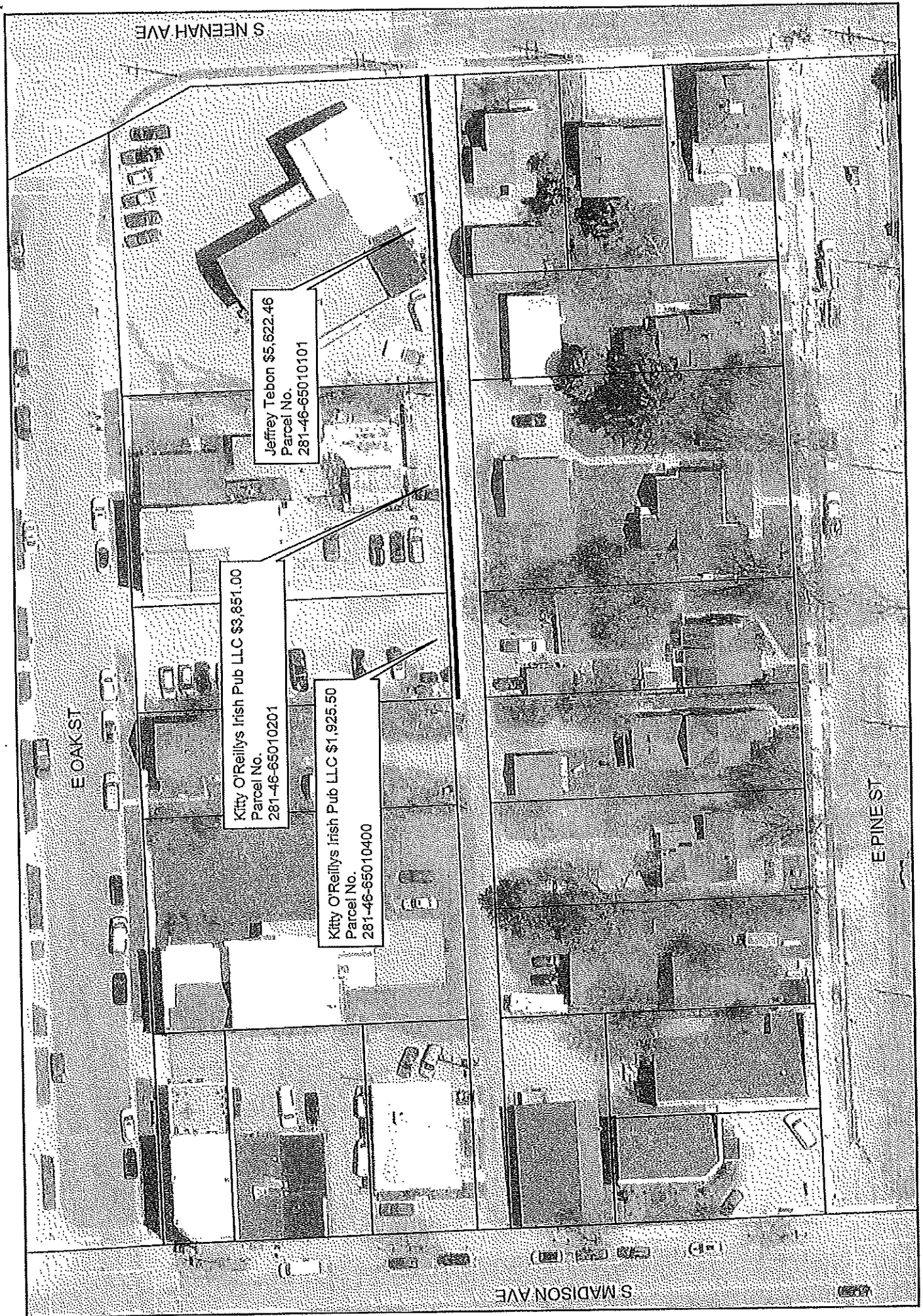
- 1) Preparation of subgrade.
- 2) Prepare the subgrade by excavating to the lines, grades and cross-sections shown on the drawings as required for placing the curb and gutter.
- 3) If subgrade excavation in cut is required, stockpile the surplus material for use in fill areas behind the curb and gutter, or dispose of at the City's stock pile at 1531 Division Road, Sturgeon Bay, WI 54235 or at another approved location.
- 4) If subgrade excavation in fill is required, then furnish, install and compact.
  - a. If borrow fill is suitable it shall be the preferred fill material but if not class C2 soil shall be needed.
  - b. Compact to a minimum of 95% modified proctor density (ASTM D1557).
- 5) Placing the base course:
  - a. Provide a minimum of 4 inches of base material.
  - b. Prepare the grade by grading to the lines, grades and cross-sections shown on the drawings as required for placing the curb and gutter.
  - c. Compact to 95% modified proctor density (ASTM D1557)
- 6) Catch basins / inlets shall be adjusted to the curb and gutter elevations and tuck pointed with concrete used in the curb construction.
- 7) Slip-form Construction
  - a. Slip form construction is the preferred method of placement.
  - b. Coordinate the operations of mixing, delivering, and placing of the concrete to provide uniform progress with minimal stopping of the curb machine.
  - c. The curb machine shall be capable of placing the specified type of curb with the adequate amount of vibration to eliminate honeycomb formation.

- d. Protect the curb and gutter until concrete has obtained the design strength.
- 8) Manual Placement
- a. Provide forms of the size and type of material required to properly construct the curb and gutter as required.
  - b. Properly brace or tie forms together to maintain position and shape.
  - c. Clean and coat the forms with clear mineral or paraffin base form oil prior to the placement of concrete.
  - d. Forms shall remain in place until they can be removed without damage or settling.
  - e. Protect the curb and gutter until concrete has obtained the design strength.
- 9) Placing Concrete
- a. Construct curb and gutter on the prepared and moistened foundation in one course.
  - b. Construct curb and gutter to the required lines and grades as shown on the drawings.
  - c. Consolidate concrete using mechanical vibration to eliminate honeycombing.
  - d. Contraction joints shall be sawn at 10' intervals, 2" deep as soon as the concrete has set sufficiently to preclude raveling during the saw cutting but before shrinkage cracking.
- 10) Contraction Joint Placements
- a. Place at 300' maximum spacing.
  - b. At each end of the radius sections.
  - c. Adjacent to expansion joints in existing concrete.
  - d. Place at right angles to the gutter flow line.
- 11) Drilled Tie Bars: Install 2 drilled tie bars at each joint to existing concrete curbing
- 12) Finishing
- a. Trowel and brush or dry broom the surfaces of the curb and gutter prior to concrete setting.
  - b. Round edges adjacent to expansion joints using a 1/4" jointer.
  - c. If approved by Owner honeycombed areas shall be tuck pointed as soon as found with a mortar mixture of 1-part Portland Cement and 3 parts sand.
- 13) Curb ramping shall provide depressed and sloped curb at ramp and driveway locations as shown on drawings or identified by the City Engineer.
- 14) Curing
- a. Start curing activities as soon as free water has disappeared from the surface of the concrete after placing and finishing.
  - b. Apply curing compound to all exposed surfaces by spraying a uniform coating in such a manner as to provide a continuous water impermeable surface. Apply in accordance with manufacturer's recommendations to limit loss of water to not more than 0.40 kg/m<sup>2</sup> in 72 hours.
  - c. In hot weather conform to ACI 305 or ACI 306 in cold weather.
  - d. **During the curing period protect concrete from damage, water flow, loading, shock and vibration.**



Item #	Alley W14 - Item Descriptions	Unit	Estimated Quantity	Unit Price	Line Item Total
1	New Concrete Curb & Gutter - 30" (base excavation & base by DPW)	LF	296.00	\$ 38.51	\$ 11,398.96
				<b>Totals:</b>	<b>\$ 11,398.96</b>

Alley W14 (between Oak & Pine Neenah to Madison)			Mailing Address				30" Roll Curb (LF)	30" Roll Curb Cost
Parcel Number	Last Name	First Name	Street 1	City	State	ZIP	Property Address	
2814665010400	Kitty O'Reillys Irish Pub LLC		727 Prairie Ln	Sturgeon Bay	WI	54235		50.00 \$ 1,925.50
2814665010201	Kitty O'Reillys Irish Pub LLC		727 Prairie Ln	Sturgeon Bay	WI	54235	59 E Oak St	100.00 \$ 3,851.00
2814665010101	Jeffrey Tebon		63 E Oak St	Sturgeon Bay	WI	54235	63 E Oak St	146.00 \$ 5,622.46
							Totals	296.00 \$ 11,398.96



Alley W14 Curb  
Proposed Assessments



APRIL, 2022

## EXECUTIVE SUMMARY

**TITLE:** Debt Issuance of general obligation promissory notes for capital projects and purchases including street and parking lot improvements, improvements to public buildings, sites and facilities, and the acquisition of vehicles and equipment

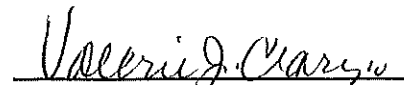
**BACKGROUND:** The proposed \$2,455,000 general obligation promissory notes will be issued to provide financing for the following capital items as detailed in the 2022 budget. The City will apply prior years excess debt proceeds, thereby, reducing the 2022 budgeted debt proceed dollars.

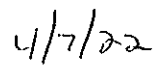
Bridge Cameras  
 Municipal Services Parking Lot Pavement  
 Patrol Boat Motors  
 FLIR – Forward Looking Infrared  
 Axon Fleet Three Recording System  
 Squad Car  
 Body Cameras  
 Evidence Fuming Hood  
 Hose Tester  
 Brush Truck  
 Rescue Squad  
 Annual Road Improvements  
 Skid Steer  
 One Ton Dump Truck  
 Heavy Duty Plow Truck w/Dump Box  
 Hwy 42/57 Intersection Improvements  
 Annual Expense Alley/Parking Lots  
 Sunset Pavilion  
 Memorial Field Building (Roof, Soffit, and Facia)  
 Little Lake Improvements  
 Riding Lawnmowers (2)  
 Water Weed Truck  
 Library Building (Insulation, Door, LED)

**FISCAL IMPACT:** See attached financing plan for the estimated debt payment schedule.

**RECOMMENDATION:** Recommend to the Common Council that the City issue approximately \$2,455,000 in general obligation promissory notes for the purpose of funding capital projects and purchases including street and parking lot improvements, improvements to public buildings, sites and facilities, and the acquisition of vehicles and equipment.

**PREPARED BY:**

  
 Valerie J. Clarizio  
 Finance Director/City Treasurer

  
 Date

REVIEWED BY:

  
\_\_\_\_\_  
Joshua VanLieshout  
City Administrator

4/7/22  
Date

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AWARDING THE SALE OF \$2,445,000  
GENERAL OBLIGATION PROMISSORY NOTES

WHEREAS, on April 19, 2022, the Common Council of the City of Sturgeon Bay, Door County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution"), providing for the sale of General Obligation Promissory Notes (the "Notes") for public purposes, including paying the cost of street and parking lot improvements, improvements to public buildings, sites and facilities, and the acquisition of vehicles and equipment (collectively, the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

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

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Robert W. Baird & Co. Incorporated ("Baird") to take the steps necessary to sell the Notes to pay the cost of the Project;

WHEREAS, Baird, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on May 17, 2022;

WHEREAS, the City Clerk (in consultation with Baird) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Notes for public sale on May 17, 2022;

WHEREAS, the City has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. Baird has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

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

Section 1A. Ratification of the Official Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Official Notice of Sale and any other offering materials prepared and circulated by Baird are hereby ratified and approved in all respects. All actions taken by officers of the City and Baird in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of TWO MILLION FOUR HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$2,445,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall be issued in the aggregate principal amount of \$2,445,000; shall be dated June 6, 2022; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on October 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2022. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on October 1, 2030 and thereafter are subject to redemption prior to maturity, at the option of the City, on October 1, 2029 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

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

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2022 through 2030 for the payments due in the years 2022 through 2031 in the amounts set forth on the Schedule. The amount of tax levied in the year 2022 shall be the total amount of debt service due on the Notes in the years 2022 and 2023; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of interest on the Notes in the year 2022.

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

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

(D) Appropriation. The City hereby appropriates from taxes levied in anticipation of the issuance of the Notes, proceeds of the Notes or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay debt service on the Notes coming due in 2022 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

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



Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, dated June 6, 2022" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

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

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

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

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

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

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and

directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

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

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

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

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

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

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the

extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

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

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

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

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded May 17, 2022.

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

ATTEST:

\_\_\_\_\_  
Stephanie L. Reinhardt  
City Clerk

(SEAL)

EXHIBIT A

Official Notice of Sale

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

EXHIBIT B

Bid Tabulation

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

EXHIBIT C

Winning Bid

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)



EXHIBIT D-1

Pricing Summary

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

[EXHIBIT MRP

Mandatory Redemption Provision

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

For the Term Bonds Maturing on October 1, \_\_\_\_\_

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

For the Term Bonds Maturing on October 1, \_\_\_\_\_

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

For the Term Bonds Maturing on October 1, \_\_\_\_\_

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

For the Term Bonds Maturing on October 1, \_\_\_\_\_

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

EXHIBIT E

(Form of Note)

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

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:  
October 1, \_\_\_\_\_ June 6, 2022 \_\_\_\_\_% \_\_\_\_\_

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$ \_\_\_\_\_)

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

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

This Note is one of an issue of Notes aggregating the principal amount of \$2,445,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of street and parking lot improvements, improvements to public buildings, sites and facilities, and the acquisition of vehicles and equipment, as authorized by a resolution adopted on May 17, 2022. Said resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on October 1, 2030 and thereafter are subject to redemption prior to maturity, at the option of the City, on October 1, 2029 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

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

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

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

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

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The

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

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

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

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

CITY OF STURGEON BAY  
DOOR COUNTY, WISCONSIN

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

(SEAL)

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

Date of Authentication: \_\_\_\_\_, \_\_\_\_\_

CERTIFICATE OF AUTHENTICATION

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

ASSOCIATED TRUST COMPANY,  
NATIONAL ASSOCIATION,  
GREEN BAY, WISCONSIN

By \_\_\_\_\_  
Authorized Signatory



ASSIGNMENT

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

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

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

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

Signature Guaranteed:

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

\_\_\_\_\_  
(Depository or Nominee Name)

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

\_\_\_\_\_  
(Authorized Officer)



# City of Sturgeon Bay

Finance Committee Meeting

April 12, 2022

**Bradley D. Viegut, Managing Director**

[bviegut@rwbaird.com](mailto:bviegut@rwbaird.com)

777 East Wisconsin Avenue

Milwaukee, WI 53202

Phone 414.765.3827

Fax 414.298.7354

# City of Sturgeon Bay

Finance Committee Meeting

April 12, 2022



## Timeline

- Finance Committee considers plan of finance ..... April 12, 2022
- Common Council considers Set Sale Resolution for General Obligation Promissory Notes (the "Notes") ..... April 19, 2022
  - Preparations are made for issuance
    - ✓ Official Statement
    - ✓ Notes Rating
- Common Council considers Award Resolution for the Notes (finalizes terms and interest rates) ..... May 17, 2022
- Notes Closing (funds available to pay project costs) ..... June 6, 2022

# City of Sturgeon Bay

Finance Committee Meeting

April 12, 2022



## Borrowing Amount / Structure / Purpose

<b>Amount:</b>	<b>\$2,445,000</b>
<b>Issue:</b>	General Obligation Promissory Notes
<b>Dated/Settlement Date:</b>	June 6, 2022
<b>Maturity Dates:</b>	October 1, 2026-2031
<b>First Interest:</b>	October 1, 2022
<b>Callable:</b>	2030 & 2031 callable on 10/1/2029 or any date thereafter
<b>Purpose:</b>	<p><b>CIP - 10 Years -- \$2,289,055</b>  Municipal Services Parking Lot Pavement  Unit 5 Replacement – Brush Truck  Unit 7 Replacement – Squad  Annual Road Improvements  Skid Steer Loader  One Ton Dump Truck  Heavy Duty Plow Truck with Dump Bos  Hwy 42/57 Intersection Improvements  Annual Expense Alley/Parking Lots  Memorial Field (Rood, Soffit &amp; Facia)  Little Lake  Water Weed Truck  Library (Insulation, Door, LED)</p> <p><b>CIP - 5 Years -- \$92,000</b>  Patrol Boat Motors  Riding Lawnmowers (2)</p>
<b>Estimated Interest Rate:</b>	2.85%
<b>Purchaser:</b>	TBD – Competitive Bid

# City of Sturgeon Bay

Finance Committee Meeting

April 12, 2022

## CIP – Financing Plan -- Breakdown

- Municipal Services Parking Lot Pavement
- Unit 5 Replacement - Brush Truck
- Unit 7 Replacement - Squad
- Annual Road Improvements
- Skid Steer Loader
- One Ton Dump Truck
- Heavy Duty Plow Truck w/Dump bos
- Hwy 42/57 Intersection Improvements
- Annual Expense Alley/Parking Lots
- Memorial Field (Roof, Soffit, & Facia)
- Little Lake

Water Weed Truck  
Library (Insulation, Door, LED.)

Patrol Boat Motors  
Riding Lawnmowers (2)

YEAR DUE	10 Year Allocation				5 Year Allocation				TOTAL	YEAR DUE
	PRINCIPAL (10/1)	INTEREST (4/1 & 10/1) TIC= 2.86%	LESS: HYPOTHETICAL BID PREMIUM	TOTAL	PRINCIPAL (10/1)	INTEREST (4/1 & 10/1) TIC= 2.74%	LESS: HYPOTHETICAL BID PREMIUM	TOTAL		
2022		\$28,341	(\$28,341)	\$0		\$1,214	(\$1,214)	\$0	2022	
2023		\$88,719	(\$88,719)	\$0		\$3,800	(\$3,800)	\$0	2023	
2024		\$88,719	(\$8,937)	\$79,782		\$3,800		\$3,800	2024	
2025		\$88,719		\$88,719		\$3,800		\$3,800	2025	
2026	\$355,000	\$88,719		\$443,719	\$95,000	\$3,800		\$98,800	2026	
2027	\$370,000	\$74,519		\$444,519					2027	
2028	\$380,000	\$59,719		\$439,719					2028	
2029	\$400,000	\$44,519		\$444,519					2029	
2030	\$415,000	\$28,519		\$443,519					2030	
2031	\$430,000	\$14,513		\$444,513					2031	
2032									2032	
2033									2033	
2034									2034	
2035									2035	
2036									2036	
2037									2037	
2038									2038	
2039									2039	
				<b>\$2,829,007</b>	<b>\$2,829,007</b>	<b>(\$125,996)</b>	<b>\$2,829,007</b>	<b>(\$5,014)</b>	<b>\$106,400</b>	
				<b>\$605,003</b>	<b>\$95,000</b>	<b>\$16,414</b>	<b>\$95,000</b>	<b>(\$5,014)</b>	<b>\$106,400</b>	

# City of Sturgeon Bay

Finance Committee Meeting

April 12, 2022

## CIP – Financing Plan



YEAR DUE	EXISTING DEBT SERVICE (A)	EXISTING DEBT SERVICE Levy Supported (A)	Levy Supported				COMBINED DEBT SERVICE Levy Supported	YEAR DUE
			PRINCIPAL (10/1)	INTEREST (4/1 & 10/1) TIC= 2.85%	LESS: HYPOTHETICAL BID PREMIUM	TOTAL		
			<b>G.O. PROMISSORY NOTES - POS</b>					
			Dated June 6, 2022					
			(First interest 10/1/2022)					
						<b>\$2,445,000</b>		
2022	\$4,130,406	\$1,495,465		\$29,555	(\$29,555)	\$0	2022	
2023	\$3,419,296	\$1,655,693		\$92,519	(\$92,519)	\$0	2023	
2024	\$3,394,037	\$1,593,764		\$92,519	(\$8,937)	\$83,582	2024	
2025	\$3,392,217	\$1,586,768		\$92,519		\$92,519	2025	
2026	\$2,768,046	\$770,916	\$450,000	\$92,519		\$542,519	2026	
2027	\$2,780,614	\$773,316	\$370,000	\$74,519		\$444,519	2027	
2028	\$2,784,955	\$770,060	\$380,000	\$59,719		\$439,719	2028	
2029	\$1,792,635	\$531,385	\$400,000	\$44,519		\$444,519	2029	
2030	\$1,534,598	\$273,385	\$415,000	\$28,519		\$443,519	2030	
2031	\$1,118,298	\$67,735	\$430,000	\$14,513		\$444,513	2031	
2032	\$409,191	\$66,085				\$66,085	2032	
2033	\$408,654	\$64,435				\$64,435	2033	
2034	\$292,785	\$67,785				\$67,785	2034	
2035	\$286,985	\$65,985				\$65,985	2035	
2036	\$291,095	\$69,095				\$69,095	2036	
2037	\$289,948	\$67,048				\$67,048	2037	
2038	\$223,700						2038	
2039	\$224,400						2039	
	<u>\$29,541,860</u>	<u>\$9,918,920</u>	<u>\$2,445,000</u>	<u>\$621,417</u>	<u>(\$131,010)</u>	<u>\$2,935,407</u>	<u>\$12,854,327</u>	

(A) Net of bid premium from the 2020 & 2021 G.O. Promissory Notes.

## EXECUTIVE SUMMARY

**Title:** Tax Increment District #7

**Background:** The Common Council approved development incentives for a proposed multiple-family residential development on the east side of the Target store. The council also directed staff to work with R. W. Baird to create a tax incremental district (TID) for the project. The TID #7 boundaries and project plan have been drafted. The Plan Commission held a public hearing during which no testimony was offered. The Commission then adopted a resolution recommending adoption of the TID by the Council, but with a slightly revised project plan and financial proforma.

The project plan identifies a number of municipal improvements that are proposed to be undertaken in and near the TID along with a developer-financed TIF loan to aid in the development of the proposed 96-unit apartment complex. The tax increments generated from the new development would be used to cover the costs of the projects. Per the Plan Commission recommendation, some of the proposed public expenditures were scaled back or eliminated. This \$200,000 reduction in spending within the TID improved the proforma and allows the TID to close a year earlier.

TID #7 is being established as a mixed-use TID, which provides a 20-year timeframe to complete the projects and recover the expenditures. The revised financial proforma prepared by Baird shows that the TID's expenses would be recovered in the third to last year of the TID. It is also noted that the listed expenditures are not required to occur. The City could scale back projects or use other sources of funds such as grants and special assessments to further improve the financial strength of the TID.

To create Tax Incremental District #7 the Common Council must approve a resolution, which is included in the agenda packet. The final step is approval of a resolution by the Joint Review Board, which is comprised of representatives from the taxing jurisdictions.

**Recommendation:** Approval of the Council resolution approving the boundaries and project plan for TID #7.

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

Reviewed by: \_\_\_\_\_ Date \_\_\_\_\_  
 Valerie Clarizio  
 Finance Director

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

Resolution Formally Establishing the Boundaries of and Approving the Project Plan for  
Tax Incremental District No. 7

**ESTABLISHING THE BOUNDARIES OF AND APPROVING THE PROJECT  
PLAN FOR TAX INCREMENTAL DISTRICT NO. 7, CITY OF STURGEON BAY,  
DOOR COUNTY, WISCONSIN**

**WHEREAS**, pursuant to Wisconsin Statutes §66.1105 the City of Sturgeon Bay has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

**WHEREAS**, Tax Incremental District No. 7 (“the District”) is proposed to be created as a “mixed-use district” where not less than fifty percent (50%) by area, of the real property within the District is suitable for industrial, commercial, residential development. and

**WHEREAS**, a Project Plan for Tax Incremental District No. 7 has been prepared that includes the following:

1. A statement listing the kind, number, and location of proposed public works or improvements within the District;
2. An economic feasibility study;
3. A detailed list of estimated project costs;
4. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
5. A map showing existing uses and conditions of real property in the District;
6. A map showing proposed improvements and uses in the District;
7. Proposed changes of zoning ordinance, master plan, map, building codes, and City Ordinances;
8. A statement of the proposed method for relocation of any person to be displaced;
9. A statement indicating how creation of the District promotes the orderly development of the City;
10. A list of estimated non-project costs;
11. An Opinion of the City Attorney advising that the plan is complete and complies with Wis. Statute §66.1105(4)(f); and

**WHEREAS**, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on April 27, 2022, held a public hearing concerning the project plan and boundaries and proposed creation of the District providing interested parties a reasonable opportunity to express their views on the proposed creation of a tax incremental district and the proposed boundaries of the District; and

**WHEREAS**, after said public hearing, the Plan Commission adopted a resolution, and recommended to the Common Council that it create the District.

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



Resolution Formally Establishing the Boundaries of and Approving the Project Plan for  
Tax Incremental District No. 7

1. The Recitals set forth above are incorporated herein and are made an enforceable part of this resolution.
2. The boundaries of the District are hereby approved and established as legally described in Exhibit A attached and incorporated herein by reference.
3. The District is created effective as of January 1, 2022.
4. The City Council finds and declares that:
  - a. Not less than fifty percent (50%), by area, of the real property within the District is suitable for industrial, commercial, residential development within the meaning of Section §66.1105(2)(cm) of the Wisconsin Statutes. Less than 35 percent (35%) of the District land is proposed for newly platted residential development and the residential housing density is at least three units per acre.
  - b. Based upon the findings, as stated in (a) above, the District is declared to be a mixed-use development district based on the identification and classification of the property included within the District.
  - c. The improvement of the area is likely to significantly enhance all the other real property's value in the District.
  - d. The private development activities projected in the Project Plan would not occur without tax incremental financing.
  - e. The equalized value of the taxable property in the District plus the value increment of all other existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
  - f. The City estimates that 0% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Section §66.1105 (5)(b) of the Wisconsin Statutes.
  - g. Confirms less than 35 percent of the District is land proposed for newly platted residential development. Residential housing density is a least three unit per acre.
  - h. The project costs relate directly to promoting mixed-use development in the District consistent with the purpose for which the District is created.
  - i. Confirms that the boundaries of the District do not include any annexed territory that was not within the boundaries of the City on January 1, 2004.
5. The Project Plan, prepared by Robert W. Baird & Co. dated April 11, 2022 and amended April 27, 2022, which is incorporated herein in its entirety by reference, is approved and the City further finds that plan is feasible and in conformity with the master plan of the City.

**BE IT FURTHER RESOLVED THAT** the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2023, pursuant to the provisions of Section §66.1105 (5) (b) of the Wisconsin Statutes.

**BE IT FURTHER RESOLVED THAT** the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under section §70.45 of the Wisconsin Statutes, those parcels of property which are within the District,

Resolution Formally Establishing the Boundaries of and Approving the Project Plan for  
Tax Incremental District No. 7

specifying thereon the name of the District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section §70.65 of the Wisconsin Statutes, pursuant to Section §66.1105(5)(f) of the Wisconsin Statutes.

Adopted this 17th day of May, 2022

**City of Sturgeon Bay**

By \_\_\_\_\_  
David J. Ward, Ph.D., Mayor

**CERTIFICATION**

I hereby certify that the foregoing Resolution was duly adopted by the Common Council of the City of Sturgeon Bay on the 17th day of May, 2022.

\_\_\_\_\_  
Stephanie L. Reinhardt,  
City of Sturgeon Bay  
City Clerk

## PLANNING COMMISSION RESOLUTION #2022-02

Resolution Formally Adopting Proposed Project Plan and Boundaries for Tax Incremental District No. 7

### RECOMMENDED ADOPTION OF THE PROJECT PLAN AND BOUNDARIES FOR TAX INCREMENTAL DISTRICT NO. 7 CITY OF STURGEON BAY, WISCONSIN

**WHEREAS**, pursuant to Wisconsin Statutes §66.1105 the City of Sturgeon Bay has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

**WHEREAS**, Tax Incremental District No. 7 (“the District”) is proposed to be created as a “mixed-use district” where not less than fifty percent (50%) by area, of the real property within the District is suitable for industrial, commercial, residential development, and

**WHEREAS**, a Project Plan for Tax Incremental District No. 7 has had been prepared that includes the following:

1. A statement listing the kind, number, and location of proposed public works or improvements within the District;
2. An economic feasibility study;
3. A detailed list of estimated project costs;
4. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
5. A map showing existing uses and conditions of real property in the District;
6. A map showing proposed improvements and uses in the District;
7. Proposed changes of zoning ordinance, master plan, map, building codes, and City Ordinances;
8. A statement of the proposed method for relocation of any person to be displaced;
9. A statement indicating how creation of the District promotes the orderly development of the City;
10. A list of estimated non-projects costs;
11. An Opinion of the City Attorney advising that the plan is complete and complies with Wis. Statute §66.1105(4)(f); and

**WHEREAS**, prior to its publication, a copy of the notice of the public hearing by the Plan Commission was sent to the City of Sturgeon Bay, Door County, the Southern Door County School District, and Northeast Wisconsin Area Technical College which constitutes all of the local governmental entities having the power to levy taxes on property located within the proposed District; and

**WHEREAS**, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on April 27, 2022, held a public hearing concerning the project plan and boundaries and proposed creation of the District providing interested parties a reasonable opportunity to express their views on the proposed creation of a tax incremental district and the proposed boundaries of the District.

**PLANNING COMMISSION RESOLUTION #2022-02**

Resolution Formally Adopting Proposed Project Plan and Boundaries for Tax  
Incremental District No. 7

**NOW THEREFORE, BE IT RESOLVED** by the Plan Commission of the City  
of Sturgeon Bay that:

1. It recommends to the Common Council that Tax Incremental District No. 7, City of Sturgeon Bay, be created with boundaries as designated by Exhibit A, which is attached and incorporated herein by reference;
2. It approves the Project Plan as prepared by Robert W. Baird & Co, dated April 11, 2022 and amended April 27, 2022, which is incorporated herein in its entirety by reference, and recommends its approval to the Common Council;
3. Creation of the District promotes orderly development in the City; and
4. That the City Clerk is hereby directed to provide the Common Council with a certified copy of this Resolution upon its adoption by the Plan Commission.


Adopted this 27th day of April, 2022

**City of Sturgeon Bay**

By   
David J. Ward Ph. D., Plan Commission Chairman

**CERTIFICATION**

I hereby certify that the foregoing Resolution was duly adopted by the Planning  
Commission of the City of Sturgeon Bay on the 27th day of April, 2022.

  
Stephanie L. Reinhardt,  
City of Sturgeon Bay  
City Clerk

**Project Plan & District Boundary  
Tax Incremental District No. 7  
in the  
CITY OF STURGEON BAY, WISCONSIN**



**April 11, 2022  
Amended April 27, 2022**

(Approved Actions)

Organizational Joint Review Board Meeting Held.....April 26, 2022  
Public Hearing Held.....April 27, 2022  
Adopted by Planning Commission.....April 27, 2022  
Adopted by City Council.....May 17, 2022  
Approved by Joint Review Board.....May 24, 2022

Prepared in part by:



Robert W. Baird & Co.  
Public Finance  
777 E. Wisconsin Ave.  
Milwaukee, WI 53202  
800.792.2473

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## **City of Sturgeon Bay Officials**

### **City Council**

David J. Ward Ph.D	Mayor
Helen L. Bacon	Aldersperson District 1
Dennis Statz	Aldersperson District 2
Dan Williams	Aldersperson District 3
J. Spencer Gustafson	Aldersperson District 4
Gary Nault	Aldersperson District 5
Seth Wiederanders	Aldersperson District 6
Kirsten Reeths	Aldersperson District 7

### **City Staff**

Josh Van Lieshout	City Administrator
Stephanie L. Reinhardt	City Clerk
Valerie J. Clarizio	Finance Director/City Treasurer
Martin J. Olejniczak	Community Development Director

### **Planning Commission**

David J. Ward Ph.D, Chairperson	Jeff Norland
Helen L. Bacon	Kirsten Reeths
Mark Holey	Dennis Statz
Debbie Kiedrowski	

### **Joint Review Board**

Josh Van Lieshout	City Representative
Ken Pabich	Door County
Bob Mathews	Northeast Wisconsin Area Technical College
Christopher Peterson	Southern Door County School District
Bill Chaudoir	Public Member

## **Introduction and Description of District**

The City plans to use Tax Incremental Financing ("TIF") as a successful economic development programming tool by providing public improvements and development incentives to encourage and promote residential and commercial development. The goal is to increase the tax base, to create and enhance economic opportunities, and to increase housing options within the City. The City works with developers and property owners to provide infrastructure improvements and incentives for development. Public infrastructure and property improvements will be financed by a combination of TIF increments and debt financing.

The Tax Increment District ("TID") is being created as a "Mixed-Use District" based on the identification and classification of the property proposed to be included in the TID. The maximum life (absent extension) of the TID is 20 years from the date of adoption.

Tax incremental financing is being proposed for a 12.6 acre single parcel site located between Duluth Avenue and the Target department store. The site is within the City limits. A developer is proposing to construct 96 total apartment units over two phases of construction. The units are proposed to be two-bedroom units with attached garages. The developer is requesting \$1,500,000 in the form of developer-financed tax incremental financing. The developer will need financial incentives to assist with the high construction costs of the project. The proposed and potential new development will generate additional property taxes (tax increment) that will be used to offset the cost of the public investments resulting from, or needed by, the new development. Planned or potential development projects are detailed in the Statement of Kind, Number and Location of Proposed Projects section of this project plan.

The City anticipates various public improvement project cost expenditures of approximately \$2,061,000 plus financing/interest costs during the TID's 15-year expenditure period. Proposed public project improvements may include, but not limited to developer incentives in the form of cash grants or TID loans, professional and organizational services, administrative costs, and finance costs.

As a result of the creation of this TID, the City projects a preliminary and conservative cash flow analysis indicating \$3,240,613 in increments. The TID increment will primarily be used to pay the debt service costs of the TID, and project development incentives. The increment will also be used for park improvements and street/sidewalk improvements within the vicinity of the district. The City projects land and improvement values (incremental value) of approximately \$8,880,000 will be created in the TID by the end of 2025.



**City of Sturgeon Bay  
TID #7 Project Plan & District Boundary**

This additional value will be a result of the improvements made and projects undertaken within the TID. If the project generates less in value than anticipated, any shortfall in paying of the loan incentive is borne by the developer.

Maps depicting the boundaries and existing uses and conditions of the TID are found in the respective mapping sections of this project plan.

**Summary of Findings**

As required by s.66.1105 Wis. Stats., and as documented in this Project Plan and the exhibits contained and referenced herein, the following findings are made:

1. That "but for" the creation of this TID, the development projected as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In making this determination, the City has considered the following information:
  - Development within the TID has not occurred at the pace anticipated by the City. Infrastructure and other development related expenses are not likely to be borne exclusively by private developers; therefore, the City has concluded that public investment will be required to fully achieve the City's objectives for this area.
  - To achieve its objectives, the City has determined that it must take an active role in encouraging development by making appropriate public expenditures in the area. Without the availability of tax increment financing, these expenditures are unlikely to be made. Enhancement of this area will complement existing venues in the City, and benefit, not only the City, but all overlapping taxing jurisdictions. Accordingly, the costs to implement the needed projects and programs are appropriately funded through tax increment financing.
  - In order to make the area included within the TID suitable for development, the City will need to make a substantial investment to pay costs of some or all of the projects listed in the project plan and to maintain a rent structure that does not exceed the upper end of market levels. Due to the public investment that is required, the City has determined that development of the area will not occur at the pace or levels desired solely as a result of private investment.

**City of Sturgeon Bay**  
**TID #7 Project Plan & District Boundary**

2. The economic benefits of the Tax Incremental District, as measured by increased property values, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered the following information:

As demonstrated in the Economic Feasibility Section of this Project Plan, the tax increments projected to be collected and the debt issuance will be more than sufficient to pay for the proposed project costs. On this basis alone, the finding is supported.

3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.

Since the development expected to occur is unlikely to take place without the use of Tax Incremental Financing (see Finding #1) and since the TID will generate economic benefits that are more than sufficient to compensate for the cost of the improvements (see Finding #2), the City reasonably concludes that the overall benefits of the TID outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the "but for" test is satisfied, there would, in fact, be no foregone tax increments to be paid in the event the TID is not created.

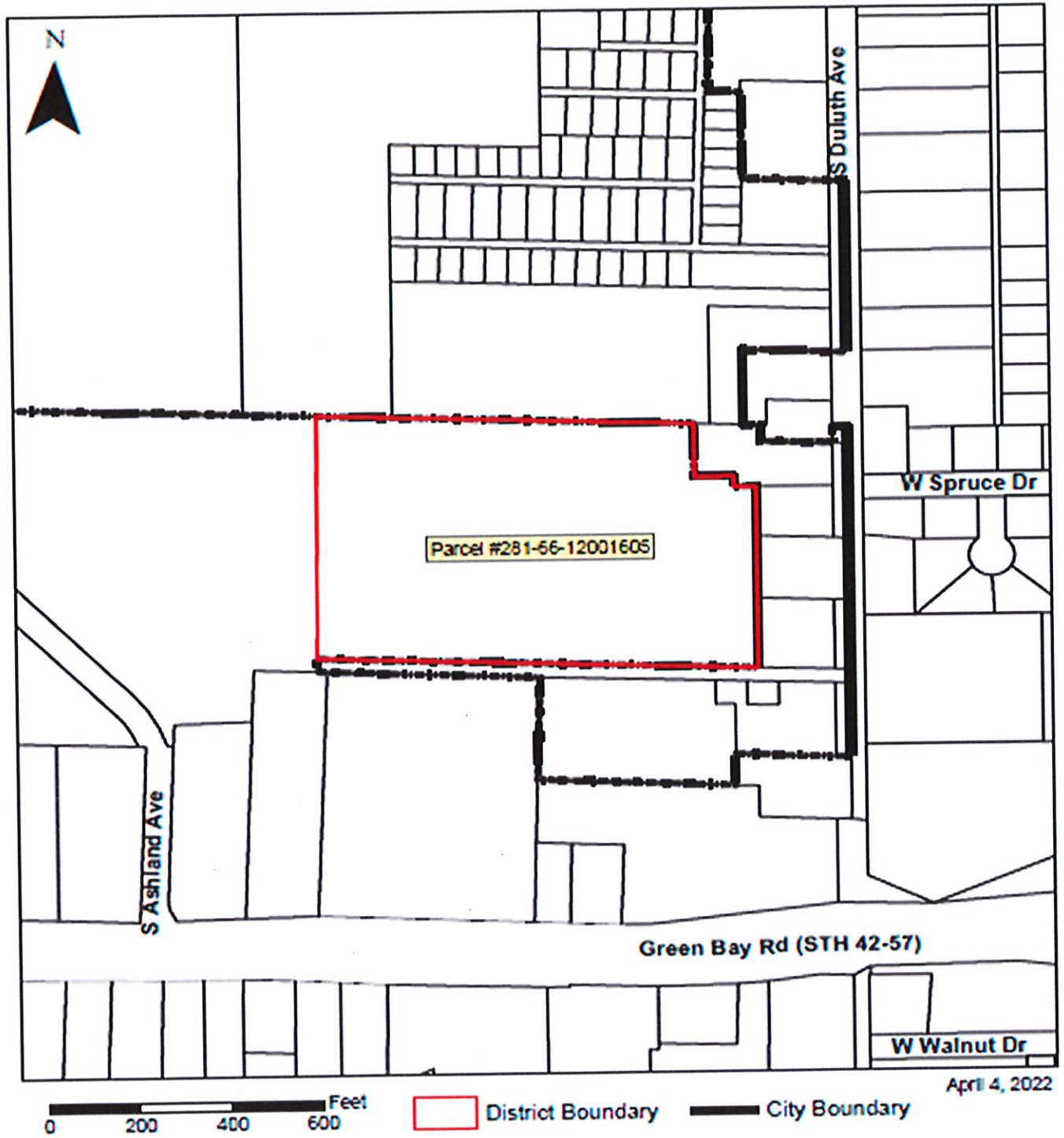
4. The improvements to be made within the TID are likely to significantly enhance the value of substantially all other real property in the City surrounding the TID.
5. The equalized value of taxable property of the TID does not exceed 12% of the total equalized value of taxable property within the City.
6. The Project Plan for the TID is feasible and is in conformity with the master plan of the City.
7. The City estimates that 0% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Sections 66.1105(5)(b).
8. The City confirms less than 35 percent of the District is land proposed for newly platted residential development. Residential housing density is at least three units per acre.

**City of Sturgeon Bay**  
**TID #7 Project Plan & District Boundary**

9. The TID is being created as a Mixed-Use District. This project plan has met the definition and requirements for a Mixed-Use District. Not less than 50% of the proposed district's area land is suitable for industrial, commercial, and residential use.

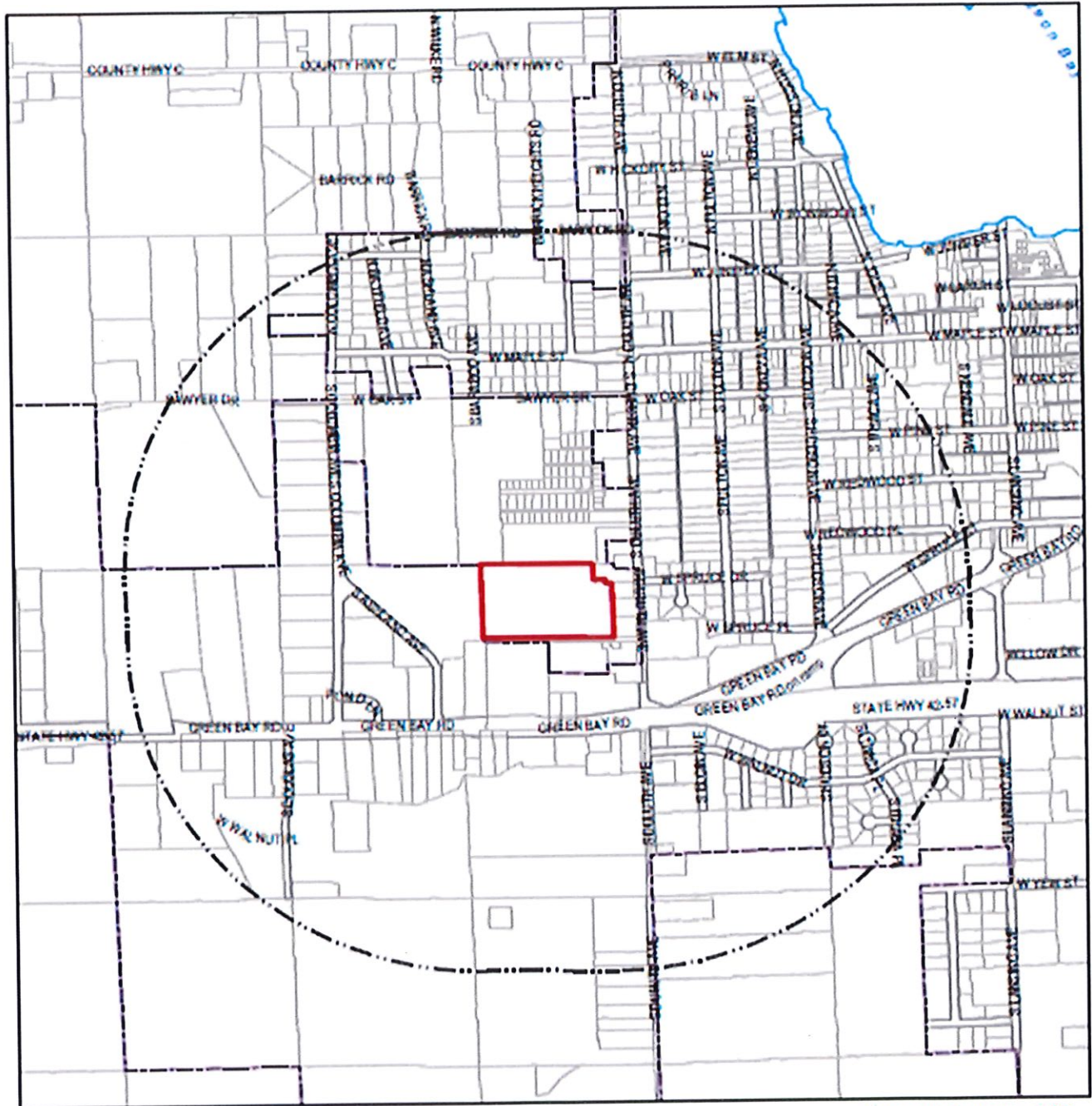
**Map of Proposed District Boundary**  
Current Map is reflective of the 01/01/2022 parcel list.

### Tax Increment District #7





### One Half Mile Radius Map of Proposed District Boundary

## Tax Increment District #7



Map printed April 4, 2022

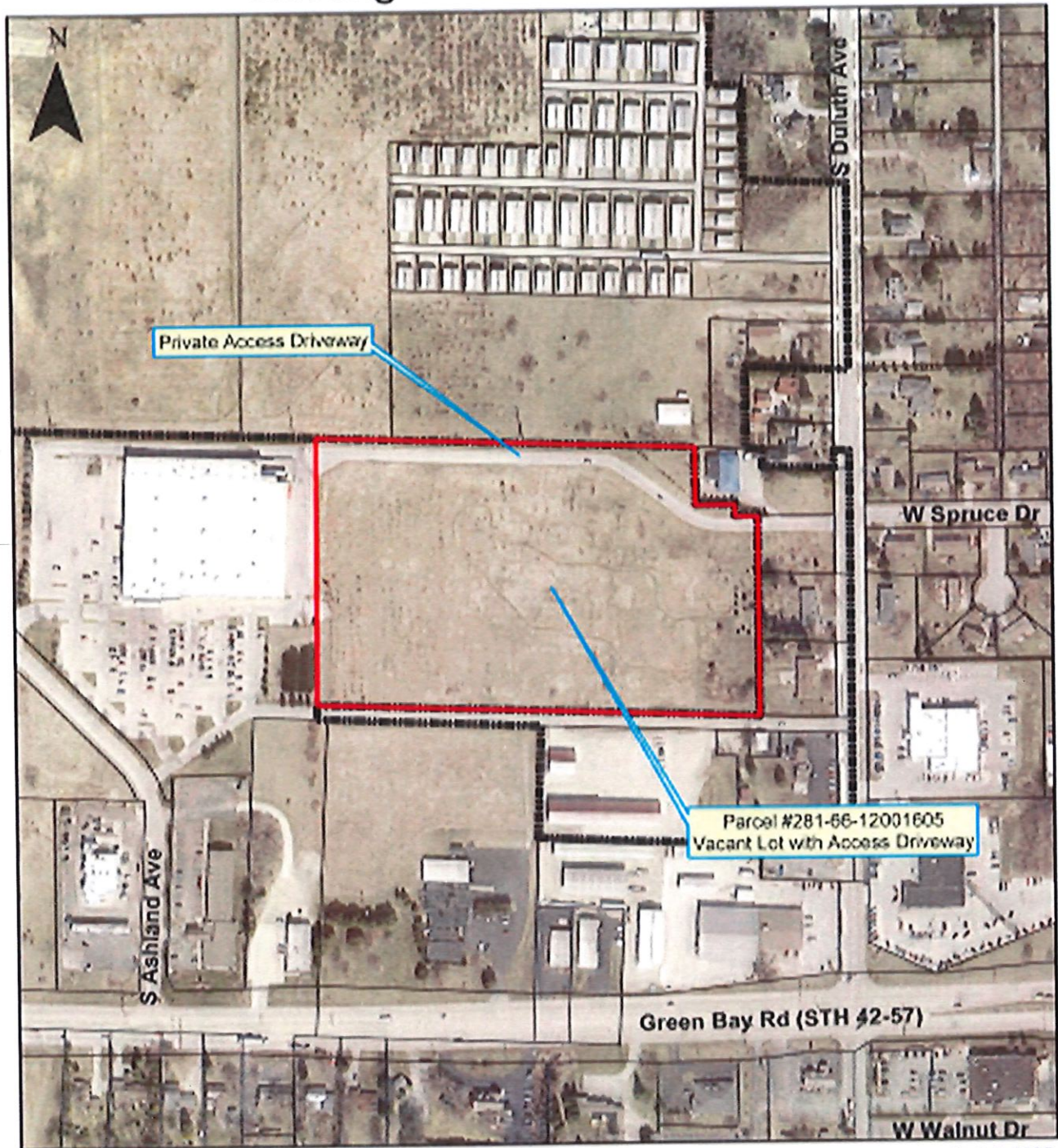
 Tax Increment District #7  
 1/2 Mile Buffer

0 1,000 2,000  
Feet



Map Showing Existing Uses and Conditions

# Tax Increment District #7 Existing Uses and Conditions



April 4, 2022



 District Boundary

 City Boundary

**Preliminary Parcel List and Analysis**

As of the 01/01/2022 parcel list.

ID	Address	Parcel #	Valuation
1	N/A (vacant)	2816612001605	\$ <u>143,000</u>
<b>Total Valuation</b>			<b>\$ <u>143,000</u></b>

**Equalized Valuation Test**

The following calculations demonstrate that the City is in compliance with s.66.1105(4)(gm)4.c. Wis. Stats., which requires that the equalized value of the taxable property in the proposed TID, plus the value increment of any existing Tax Incremental Districts, does not exceed 12% of the total equalized value of taxable property within the City. With TID #7, the value increment of all existing Tax Increment Districts will be approximately 8.75%.

**Valuation Test Compliance Calculation**

2021 Equalized Valuation (TID IN)	\$ 1,029,653,800
Limit for 12% Test	\$ 123,558,456
Increment Value of Existing TIDs	\$ 89,932,800
Projected Base Value of New TID	\$ <u>143,000</u>
Total Value Subject to Test	\$ 90,075,800
Compliance (\$90,075,800 < \$123,558,456)	Meets Requirement

**Statement of Kind, Number and Location of Proposed Projects**

The City expects to implement the following public project improvements. Any costs including eligible administrative costs necessary or convenient to the creation of the district or directly or indirectly related to the public works and other projects are considered "project costs" and eligible to be paid with tax increment revenues of the TID.

1. DEVELOPER GRANT/LOAN INCENTIVE

LOCATION: ENTIRE TID

TOTAL: \$1,500,000

DESCRIPTION: Developer incentive loan to enable construction of 96 total apartment units. Tax increments generated from the apartment units will be used to pay off the loan. If the project generates less in value than anticipated, any shortfall in paying off the loan is borne by the developer.

2. FINANCING & INTEREST

LOCATION: Entire TID

TOTAL: \$673,660

DESCRIPTION: Cost of issuance and interest on borrowing needed for projects along with interest due to developer for the developer incentive loan.

3. PARK IMPROVEMENTS

LOCATION: Woods West Park

TOTAL: \$150,000

DESCRIPTION: Recreational facilities and amenities to be installed within Woods West Park. This park will serve as the neighborhood park for the future residents of the apartments and is within one-half mile of the TID.

4. SIDEWALK IMPROVEMENTS

LOCATION: S. Duluth Ave and west entrance to apartments

TOTAL: \$100,000

DESCRIPTION: Extending sidewalk along west side of S. Duluth Ave south to Highway 42-57 with crosswalk to south side of highway. In addition, sidewalk leading from S. Duluth Ave along the entrance driveway westerly toward the apartment complex is proposed.



**City of Sturgeon Bay  
TID #7 Project Plan & District Boundary**

**5. TURNAROUND ON ENTRANCE DRIVEWAY (FUTURE STREET)**

LOCATION: North edge of TID

TOTAL: \$100,000

DESCRIPTION: If a portion of the existing driveway along north edge of TID is converted to a public street, a turnaround (cul-de-sac) will be constructed at the point where the public portion ends.

**6. STREET IMPROVEMENTS**

LOCATION: Within one-half mile radius of the TID

TOTAL: \$181,000

DESCRIPTION: Repaving and other improvements to streets in the vicinity of the apartment project that are impacted by traffic from the new development.

**7. ADMINISTRATIVE / ORGANIZATIONAL FEES**

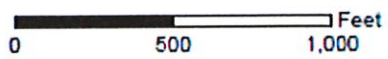
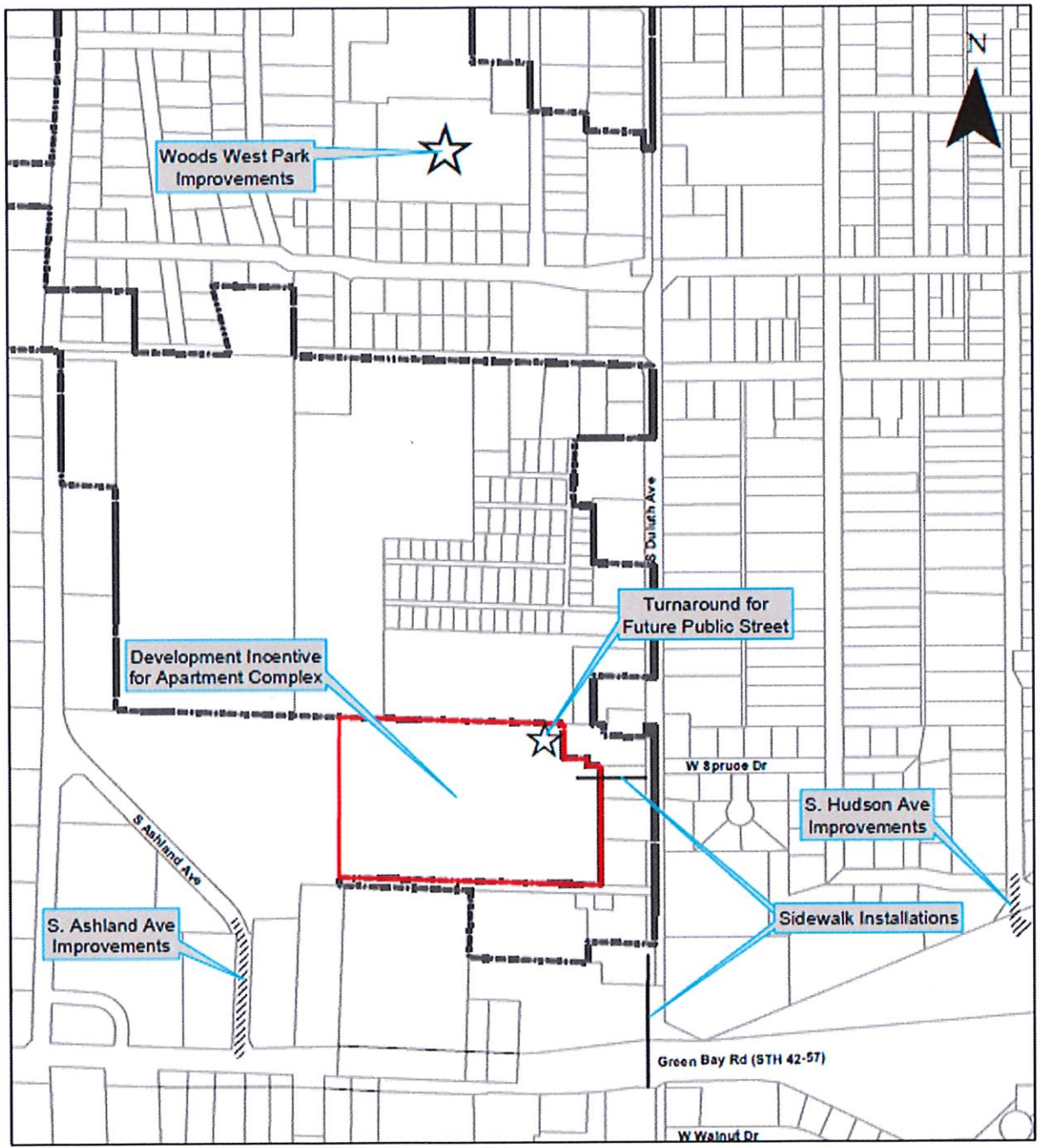
LOCATION: Entire TID

TOTAL: \$30,000

DESCRIPTION: Annual TID and City staff administration fees and professional fees for creation and organization, including legal fees.

Maps Showing Proposed Improvements and Uses

Tax Increment District #7  
Proposed Projects



 District Boundary     City Boundary

April 27, 2022

**Detailed List of Project Costs**

1. DEVELOPER GRANT/LOAN INCENTIVE	\$1,500,000
2. FINANCING AND INTEREST	\$673,660
3. WOODS WEST PARK IMPROVEMENTS	\$150,000
4. SIDEWALKS IMPROVEMENTS	\$100,000
5. TURNAROUND (CUL-DE-SAC) CONSTRUCTION	\$100,000
6. STREET IMPROVEMENTS	\$181,000
7. ADMINSTRATIVE / ORGANIZATIONAL FEES	\$30,000
<b>Total</b>	<b>\$2,734,660</b>

The project cost is based on current prices and preliminary estimates. The City reserves the right to increase this cost to reflect inflationary increases and other uncontrollable circumstances between the creation of the TID and the time of construction. The tax increment allocation is preliminary and is subject to adjustment based upon the implementation of the Plan.

This Plan is not meant to be a budget nor an appropriation of funds for specific projects, but a framework within which to manage projects. All costs included in the Plan are estimates based on the best information available. The City retains the right to delete or pursue future projects listed in the prior paragraph, and shown on the map, or change the scope and/or timing of projects implemented as they are individually authorized by the Common Council, without amending the Plan.

The Plan authorizes the expenditure of funds for project costs within a 1/2-mile radius of the TID boundary.

## **Economic Feasibility**

The information and exhibits contained within this project plan demonstrate that the proposed TID is economically feasible insofar as:

- The City has available to it the means to secure the necessary financing required to accomplish the projects contained within this Plan. A listing of "Method of Financing and Timing of When Costs are to be Incurred" follows.
- The development anticipated to occur as a result of the implementation of this Plan will generate sufficient tax increments to pay for the cost of the projects. This Plan identifies the following: 1) the development expected to occur, 2) a projection of tax increments to be collected resulting from that development and other economic growth within the TID, and 3) a cash flow model demonstrating that the projected tax increment collections and all other revenues available such as debt issuance will be sufficient to pay all Project Costs.

In order to evaluate the economic feasibility of TID #7 it is necessary to project the amount of tax revenue that can be reasonably generated over the legal life of the TID. Included in Exhibit A is a proforma analysis of TID #7. The proforma analyzes expenses based on project plan costs of TID #7 against projected TID revenue. Tax revenue is conservatively estimated. Cash received from future TID #7 tax increments will be used to fund project costs and implementation of this Plan will also require that the City issue a developer grant/loan to provide direct or indirect financing for the Projects to be undertaken. In 2043, the final year of revenue collection for the TID, it is projected to have repaid all expenditures and is left with a positive surplus balance.

## **Method of Financing and Timing of When Costs are to be Incurred**

The City plans to fund project costs with cash received from future TID #7 tax increments and to issue a developer grant/loan to provide direct or indirect financing for the Projects to be undertaken. The following is a list of the types of obligations the City may choose to utilize.

### General Obligation (G.O.) Bonds or Notes

The City may issue G.O. Bonds or Notes to finance the cost of Projects included within this Plan. Wisconsin Statutes limit the principal amount of G.O. and State Trust Fund Loan debt that a community may have outstanding at any point in time to an amount not greater than five percent of its total equalized value (including increment values).

**City of Sturgeon Bay  
TID #7 Project Plan & District Boundary**

Board of Commissioners of Public Lands State Trust Fund Loans

The City may issue State Trust Fund Loans to finance the cost of Projects included within this Plan. Wisconsin Statutes limit the principal amount of State Trust Fund Loan and GO debt that a community may have outstanding at any point in time to an amount not greater than five percent of its total equalized value (including increment values).

Bonds Issued to Developers ("Pay as You Go" Financing)

The City may issue a bond to one or more developers who provide financing for projects included in this Plan. Repayment of the amounts due to the developer under the bonds are limited to an agreed percentage of the available annual tax increments collected that result from the improvements made by the developer. To the extent the tax increments collected are insufficient to make annual payments, or to repay the entire obligation over the life of the District, the City's obligation is limited to not more than the agreed percentage of the actual increments collected. Bonds issued to developers in this fashion are not general obligations of the City and therefore do not count against the City's borrowing capacity.

Federal/State Loan and Grant Programs

The State and Federal governments often sponsor grant and loan programs that municipalities may potentially use to supplement TID expenditures or provide financing for capital costs which positively impact the District. These programs include Wisconsin Community Development Block Grants, Rural Development Administration Community Facility Loan/Grants, Transportation Economic Assistance Grants, and Economic Development Administration Grants. These programs require local match funding to ensure State and Federal participation in the project.

The actual amount of debt issuance will be determined by the City at its convenience and as dictated by the nature of the projects as they are implemented.

Plan Implementation

Projects identified will provide the necessary anticipated governmental services to the area, and appropriate inducements to encourage development of the area. The City anticipates making total project expenditures of approximately \$2,061,000 plus financing/interest costs to undertake the projects listed in this Project Plan. The Expenditure Period of this District is 15 years from the date of adoption of the Creation Resolution by the Common Council. The projects to be undertaken pursuant to this Project Plan are expected to be financed primarily with tax increments. The City reserves the right to alter the implementation of this Plan to accomplish this objective. Interest rates projected are based on current market conditions. Municipal

**City of Sturgeon Bay  
TID #7 Project Plan & District Boundary**

interest rates are subject to constantly changing market conditions. In addition, other factors such as the loss of tax-exempt status of municipal bonds or broadening the purpose of future tax-exempt bonds would affect market conditions. Actual interest expense will be determined once the methods of financing have been approved and securities or other obligations are issued.

**If financing as outlined in this Plan proves unworkable, the City reserves the right to use alternate financing solutions for the projects as they are implemented.**

**Annexed Property**

There are no lands proposed for inclusion within the TID that were annexed by the City on or after January 1, 2004.

**Proposed Changes in Zoning Ordinances**

No change in zoning is proposed for the current property in the TID.

**Proposed Changes in Master Plan, Map, Building Codes and Town Ordinances**

The City does not anticipate that the TID will require any changes in the master plan, map, building codes, and City ordinances to implement this project plan. The proposed development and uses are consistent with the adopted Sturgeon Bay Comprehensive Plan.

**Relocation**

The City does not anticipate the need to relocate persons or businesses in conjunction with this Plan. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow applicable state statutes as required in Wisconsin Statutes Chapter 32.

**Orderly Development of the City**

The creation of the TID will enable the City to undertake projects in furtherance of the stated objectives of its Comprehensive Plan and other planning documents. To this extent, the creation of the TID promotes the orderly development of the City.

**A List of Estimated Non-Project Costs**

Non-Project costs are public works projects that only partly benefit the TID or are not eligible to be paid with tax increment, or costs not eligible to be paid with Tax Incremental Financing funds. The City does not anticipate any non-project costs for the TID.

**City Attorney Opinion**

Exhibit B contains a signed opinion from the City attorney advising whether the project plan amendment is complete and complies with Section 66.1105(4)(f) of the Wisconsin Statutes.

EXHIBIT A  
CASH FLOW PROFORMA ANALYSIS  
TID #7

**Assumptions**

Annual Inflation During Life of TID: 1.00%  
Gross Tax Rate (per \$100 Equalized Value): \$19.83  
Annual Adjustment to tax rate: 0.00%  
Investment rate: 0.25%  
Data above divided line are actual

**Example Developer Grant**

Developer Outlay: \$1,500,000  
Total Int. Due to Developer: \$673,660  
Total Payments to Developer: \$2,173,660  
Shortfall to Developer: \$0

**Developer Incentive - Criteria**

New Construction: \$4,000,000  
TIF Assistance: \$1,500,000  
% of Incentive to Developer: 80%  
Does TIF Cash Flow: YES  
City Incentive Required: NO

Year	Background Data					Revenues				Expenditures						TID Status			
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)	(s)
Year	TIF District Valuation	Inflation Increment	Construction Increment	TIF Increment Over Base	Tax Rate	Tax Revenue	Investment Proceeds	Total Revenue	Tax Revenue Available to Developer 80%	Developer Outlay	Interest Due to Developer	Annual (Shortfall)/ Surplus	Balance Due to Developer	Payment to Developer	Other Project Expenditures	Combined Expenditures	Annual Cash Flow	Year End Cumulative Balance (December 31)	Ops Recovery
2022	\$143,000	\$0	\$0	\$0	\$19.83	\$0	\$0	\$0	\$0	\$1,500,000	\$0	\$0	\$0	\$0	\$287,000	\$187,000	\$0	\$0	
2023	\$143,000	\$0	\$1,320,000	\$1,320,000	\$19.83	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000	\$0	\$287,000	\$187,000	\$0	\$0	
2024	\$143,000	\$0	\$1,320,000	\$1,320,000	\$19.83	\$66,034	\$0	\$66,034	\$52,827	\$0	\$62,400	(\$60,000)	(\$1,560,000)	\$52,827	\$287,000	\$239,173	\$187,000	(\$187,000)	
2025	\$143,000	\$0	\$2,200,000	\$2,200,000	\$19.83	\$112,068	\$0	\$112,068	\$89,654	\$0	\$62,783	(\$9,573)	(\$1,566,573)	\$105,654	\$287,000	\$239,173	\$187,000	(\$187,000)	
2026	\$143,000	\$91,132	\$91,132	\$91,132	\$19.83	\$176,880	\$0	\$176,880	\$140,872	\$0	\$61,000	\$79,804	(\$1,446,897)	\$140,872	\$287,000	\$239,173	\$187,000	(\$187,000)	
2027	\$143,000	\$92,044	\$92,044	\$92,044	\$19.83	\$177,880	\$0	\$177,880	\$142,304	\$0	\$54,499	\$89,251	(\$1,373,210)	\$142,304	\$287,000	\$239,173	\$187,000	(\$187,000)	
2028	\$143,000	\$94,833	\$94,833	\$94,833	\$19.83	\$179,487	\$0	\$179,487	\$143,749	\$0	\$50,299	\$94,281	(\$1,378,928)	\$143,749	\$287,000	\$239,173	\$187,000	(\$187,000)	
2029	\$143,000	\$94,833	\$94,833	\$94,833	\$19.83	\$181,512	\$0	\$181,512	\$145,210	\$0	\$47,158	\$99,527	(\$1,378,928)	\$145,210	\$287,000	\$239,173	\$187,000	(\$187,000)	
2030	\$143,000	\$95,781	\$95,781	\$95,781	\$19.83	\$183,356	\$0	\$183,356	\$146,684	\$0	\$43,176	\$99,998	(\$1,378,928)	\$146,684	\$287,000	\$239,173	\$187,000	(\$187,000)	
2031	\$143,000	\$96,729	\$96,729	\$96,729	\$19.83	\$185,217	\$0	\$185,217	\$148,174	\$0	\$39,077	\$110,702	(\$1,378,928)	\$148,174	\$287,000	\$239,173	\$187,000	(\$187,000)	
2032	\$143,000	\$97,706	\$97,706	\$97,706	\$19.83	\$187,098	\$0	\$187,098	\$149,678	\$0	\$34,948	\$116,649	(\$1,378,928)	\$149,678	\$287,000	\$239,173	\$187,000	(\$187,000)	
2033	\$143,000	\$98,683	\$98,683	\$98,683	\$19.83	\$188,997	\$0	\$188,997	\$151,198	\$0	\$30,882	\$122,850	(\$1,378,928)	\$151,198	\$287,000	\$239,173	\$187,000	(\$187,000)	
2034	\$143,000	\$99,670	\$99,670	\$99,670	\$19.83	\$190,916	\$0	\$190,916	\$152,733	\$0	\$26,868	\$129,314	(\$1,378,928)	\$152,733	\$287,000	\$239,173	\$187,000	(\$187,000)	
2035	\$143,000	\$100,667	\$100,667	\$100,667	\$19.83	\$192,853	\$0	\$192,853	\$154,283	\$0	\$22,968	\$136,052	(\$1,378,928)	\$154,283	\$287,000	\$239,173	\$187,000	(\$187,000)	
2036	\$143,000	\$101,673	\$101,673	\$101,673	\$19.83	\$194,810	\$0	\$194,810	\$155,848	\$0	\$19,296	\$143,075	(\$1,378,928)	\$155,848	\$287,000	\$239,173	\$187,000	(\$187,000)	
2037	\$143,000	\$102,690	\$102,690	\$102,690	\$19.83	\$196,786	\$0	\$196,786	\$157,429	\$0	\$15,814	\$150,395	(\$1,378,928)	\$157,429	\$287,000	\$239,173	\$187,000	(\$187,000)	
2038	\$143,000	\$103,717	\$103,717	\$103,717	\$19.83	\$198,799	\$0	\$198,799	\$159,026	\$0	\$12,461	\$157,916	(\$1,378,928)	\$159,026	\$287,000	\$239,173	\$187,000	(\$187,000)	
2039	\$143,000	\$104,754	\$104,754	\$104,754	\$19.83	\$200,841	\$0	\$200,841	\$160,639	\$0	\$9,155	\$165,376	(\$1,378,928)	\$160,639	\$287,000	\$239,173	\$187,000	(\$187,000)	
2040	\$143,000	\$105,802	\$105,802	\$105,802	\$19.83	\$202,922	\$0	\$202,922	\$162,268	\$0	\$5,892	\$172,911	(\$1,378,928)	\$162,268	\$287,000	\$239,173	\$187,000	(\$187,000)	
2041	\$143,000	\$106,860	\$106,860	\$106,860	\$19.83	\$205,045	\$0	\$205,045	\$163,914	\$0	\$2,669	\$180,412	(\$1,378,928)	\$163,914	\$287,000	\$239,173	\$187,000	(\$187,000)	
2042	\$143,000	\$107,929	\$107,929	\$107,929	\$19.83	\$207,211	\$0	\$207,211	\$165,577	\$0	\$0	\$188,000	(\$1,378,928)	\$165,577	\$287,000	\$239,173	\$187,000	(\$187,000)	
						\$3,240,613	\$099	\$3,241,612	\$2,292,400	\$1,500,000	\$073,660	\$2,173,660	\$2,173,660	\$2,173,660	\$2,173,660	\$2,248,660	\$0	\$0	

Type of TID: Mixed-Use  
2022 TID Inception  
2037 Final Year to Incur TIF Related Costs  
2042 Maximum Legal Life of TID (20 Years)

(1) Per City estimates



**City of Sturgeon Bay  
TID #7 Project Plan & District Boundary**

**EXHIBIT B  
CITY ATTORNEY OPINION**

**EXHIBIT C  
TID #7 BOUNDARY LEGAL DESCRIPTION**

A tract of land located in the SE ¼ of the SE ¼, of Section 12, Township 27 North, Range 25 East, City of Sturgeon Bay, Door County, Wisconsin, being all of Lot 1 and part of Lot 2 of Certified Survey No. 812 recorded in Volume 4 of Certified Survey Maps, Page 302-303, annexation to the City of Sturgeon Bay recorded in Volume 736 of deeds, Page 729 and described as follows.

Commencing at the East one-quarter corner of said Section 12, Township 27 North, Range 25 East, thence South along the east line of the Southeast one-quarter of said section 12 1467.17 feet to the northeast corner of said Lot 2 of CSM No. 812, thence S 89°56'21" W along the boundary of said CSM No. 812 199.88 feet to the point of beginning, thence South 436.59 feet to the southeast corner of said Lot 2 of CSM No. 812, thence along the boundary of said CSM No. 812 as follows; N 88°07'50" W 963.66 feet, N 00°24'36" E along the westerly line of the SE ¼ of the SE ¼ of said Section 12 588.26 feet, S 88°00'39" E along the northerly line of the SE ¼ of the SE ¼ of said Section 12 824.20 feet, S 00°09'05" E 128.58 feet, S 89°56'20" E 84.94 feet, S 00°26'08" E 25.86 feet, and N 89°56'21" E 49.76 feet to the point of beginning.

**DISCLAIMER TEXT**

Robert W. Baird & Co. Incorporated is providing this information to you for discussion purposes. The materials do not contemplate or relate to a future issuance of municipal securities. Baird is not recommending that you take any action, and this information is not intended to be regarded as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 or the rules thereunder.

**PLANNING COMMISSION RESOLUTION #2022-02**

Resolution Formally Adopting Proposed Project Plan and Boundaries for Tax Incremental District No. 7

**RECOMMENDED ADOPTION OF THE PROJECT PLAN AND BOUNDARIES FOR TAX INCREMENTAL DISTRICT NO. 7 CITY OF STURGEON BAY, WISCONSIN**

**WHEREAS**, pursuant to Wisconsin Statutes §66.1105 the City of Sturgeon Bay has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

**WHEREAS**, Tax Incremental District No. 7 (“the District”) is proposed to be created as a “mixed-use district” where not less than fifty percent (50%) by area, of the real property within the District is suitable for industrial, commercial, residential development, and

**WHEREAS**, a Project Plan for Tax Incremental District No. 7 has had been prepared that includes the following:

1. A statement listing the kind, number, and location of proposed public works or improvements within the District;
2. An economic feasibility study;
3. A detailed list of estimated project costs;
4. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
5. A map showing existing uses and conditions of real property in the District;
6. A map showing proposed improvements and uses in the District;
7. Proposed changes of zoning ordinance, master plan, map, building codes, and City Ordinances;
8. A statement of the proposed method for relocation of any person to be displaced;
9. A statement indicating how creation of the District promotes the orderly development of the City;
10. A list of estimated non-projects costs;
11. An Opinion of the City Attorney advising that the plan is complete and complies with Wis. Statute §66.1105(4)(f); and

**WHEREAS**, prior to its publication, a copy of the notice of the public hearing by the Plan Commission was sent to the City of Sturgeon Bay, Door County, the Southern Door County School District, and Northeast Wisconsin Area Technical College which constitutes all of the local governmental entities having the power to levy taxes on property located within the proposed District; and

**WHEREAS**, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on April 27, 2022, held a public hearing concerning the project plan and boundaries and proposed creation of the District providing interested parties a reasonable opportunity to express their views on the proposed creation of a tax incremental district and the proposed boundaries of the District.

**PLANNING COMMISSION RESOLUTION #2022-02**

Resolution Formally Adopting Proposed Project Plan and Boundaries for Tax Incremental District No. 7

**NOW THEREFORE, BE IT RESOLVED** by the Plan Commission of the City of Sturgeon Bay that:

1. It recommends to the Common Council that Tax Incremental District No. 7, City of Sturgeon Bay, be created with boundaries as designated by Exhibit A, which is attached and incorporated herein by reference;
2. It approves the Project Plan as prepared by Robert W. Baird & Co, dated April 11, 2022 and amended April 27, 2022, which is incorporated herein in its entirety by reference, and recommends its approval to the Common Council;
3. Creation of the District promotes orderly development in the City; and
4. That the City Clerk is hereby directed to provide the Common Council with a certified copy of this Resolution upon its adoption by the Plan Commission.

Adopted this 27th day of April, 2022

**City of Sturgeon Bay**

By \_\_\_\_\_  
David J. Ward Ph. D., Plan Commission Chairman

**CERTIFICATION**

I hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the City of Sturgeon Bay on the 27th day of April, 2022.

\_\_\_\_\_  
Stephanie L. Reinhardt,  
City of Sturgeon Bay  
City Clerk

## EXECUTIVE SUMMARY

**DATE:** May 12, 2022

**TITLE:** WisDOT STP-Urban Grant Application for S Duluth Ave

**BACKGROUND:** While reviewing a recent proposed development at 911 Green Bay Road (former Woldt's Corner property) City staff informed the developer that a sidewalk would be desired along S Duluth Ave. The sidewalk was determined to be necessary as City staff anticipates that this development is likely to generate increased pedestrian traffic in the area, and a sidewalk at this location would create the pedestrian facilities south of State HWY 42/57 that would be required to get a pedestrian crossing on State HWY 42/57. If this is accomplished then the sidewalk would continue north to 601 S Duluth Ave (Sherwin-Williams) where the sidewalk was terminated during the 2018 S Duluth Ave reconstruction project.

The ROW for the proposed sidewalk is under control of the County due to S Duluth Ave technically being CTH S. Therefore, the Door County Highway Commissioner was contacted to see if he would be in support of the proposed sidewalk and allow it to be placed in the ROW. He was very supportive of the request and notified City staff that there is a desire to have the sidewalk ultimately continue south until it reaches the Justice Center. Further discussions with the Highway Commissioner and County Administrator took place and ultimately everyone thought it would be a good idea to apply for a WisDOT STP-Urban grant (which is the method the WisDOT is using to distribute funds from the Federal Bipartisan Infrastructure Law).

These grants can fund the design and construction of awarded projects at an 80% funding level. The remaining 20% is the required local match. If awarded the City and County would split the 20% local match. The proposed project would include the improvements listed below which are illustrated on the attached Exhibit A:

- Sidewalk additions to the west side of the roadway north of State HWY 42/57.
- A pedestrian crossing at State HWY 42/57 (will require island and traffic signal modifications).
- Sidewalk, curbing, and storm sewer additions south of State HWY 42/57.
- Repaving of the roadway south of State HWY 42/57 within the project limits (to include 2 travel lanes, 2 bike lanes, and turn lanes as needed).

To assist with the grant application a request for Statement of Qualifications was issued on April 13, 2022 with a due date of April 22, 2022. 4 Engineering design firms responded and Cedar Corporation was chosen by the selection committee to assist with the grant application.

**FISCAL IMPACT:** The attached proposal from Cedar Corporation for the grant application services is \$3,000.00 (50% City / 50% County). If the grant application is successful the project would not likely occur until 2024 or 2025, and the preliminary estimated cost of the project is approximately \$2,000,000 (\$1,600,000 grant / \$200,000 City / \$200,000 County).

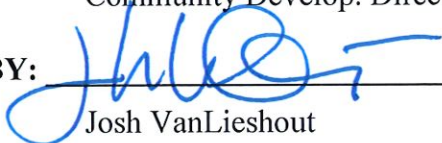
**RECOMMENDATION:** Approve the attached proposal from Cedar Corporation, direct staff to pursue the WisDOT STP-Urban grant for S Duluth Ave, and direct staff to complete an intermunicipal agreement for cost sharing the required local match if the grant application is successful.

**SUBMITTED BY:**   
Chad Shefchik  
City Engineer

5-12-22  
Date

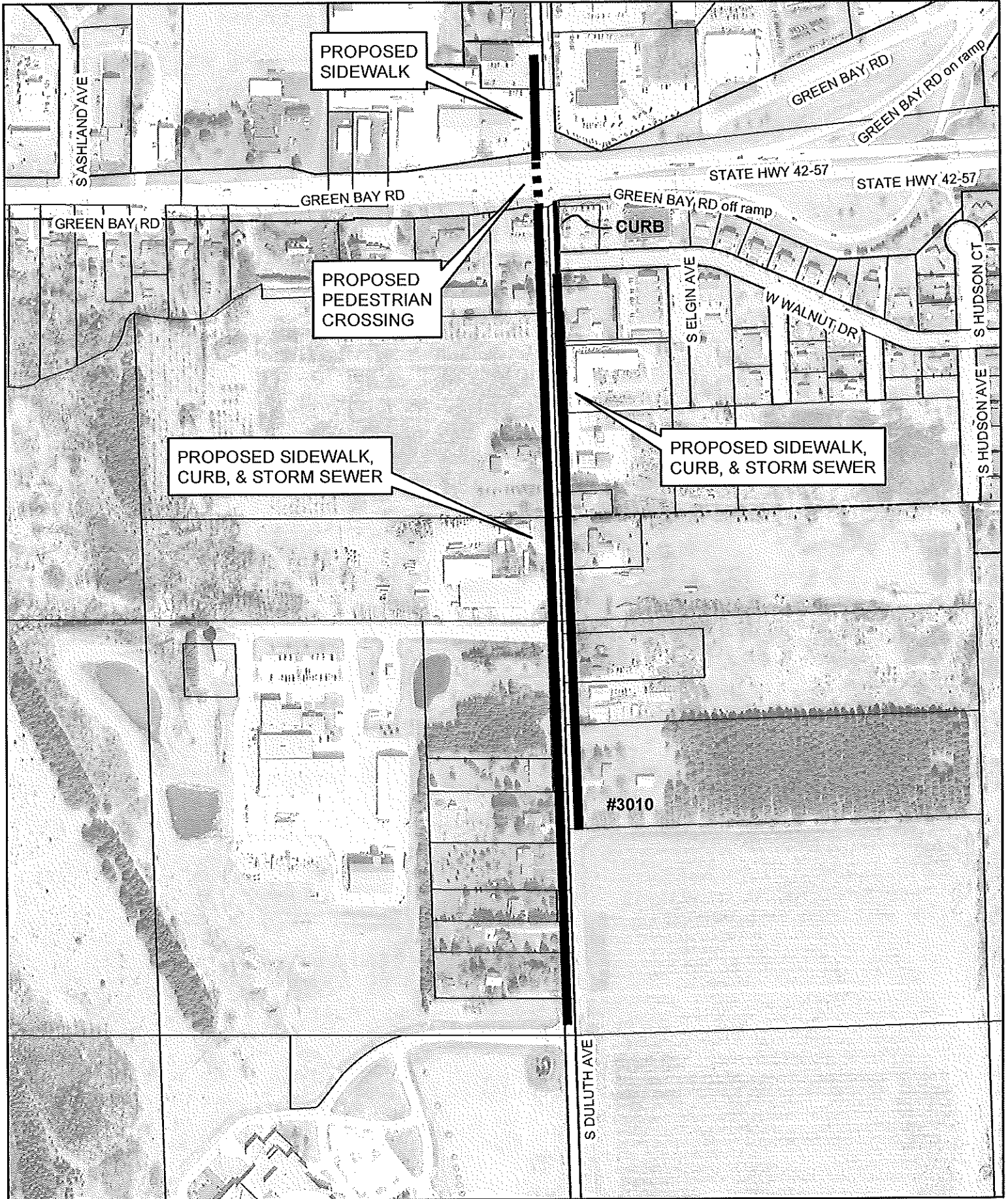
**REVIEWED BY:** \_\_\_\_\_  
Marty Olejniczak  
Community Develop. Director

\_\_\_\_\_  
Date

**REVIEWED BY:**   
Josh VanLieshout  
City Administrator

5/12/22  
Date

"EXHIBIT A"



PROPOSED IMPROVEMENTS  
DULUTH AVE

MAY, 2022





engineering | architecture | environmental | surveying  
landscape architecture | planning | economic development

1695 Bellevue Street  
Green Bay, WI 54311

920-491-9081  
800-472-7372  
FAX 920-491-9020  
www.cedarcorp.com

May 2, 2022

Josh VanLieshout, Administrator  
City of Sturgeon Bay  
421 Michigan Street  
Sturgeon Bay, WI 54235

Re: 2022 BIL Application  
South Duluth Avenue – CTH C North and CTH S South  
Engineering Services

Dear Josh:

Cedar Corporation (Cedar) is pleased to provide this agreement to provide Application Services for the Bipartisan Infrastructure Law (BIL) for the South Duluth Avenue Project.

The Project has a functional classification as a minor arterial. The City is considering the following improvements for the Project from address #601 to #1201. See attached Exhibit A.

- Sidewalk additions to the west side of the roadway north of STH 42/57.
- A pedestrian crossing at STH 42/57 (which will require an island and traffic signal modifications).
- Sidewalk, curbing, and storm sewer south of STH 42/57.
- Repaving of the roadway south of STH 42/57 within the Project Limits (to include 2 travel lanes, 2 bike lanes and turn lanes as needed).

Door County Highway Department is considered a partner in the Project and approves the Project.

WORK SCOPE: Cedar proposes to complete the following:

#### APPLICATION ASSISTANCE PHASE

- Review the proposed project scope with the City Council and Staff.
- Attend a minimum of one (1) Meeting with the City to review the Project Scope.
- Prepare Maps and cost estimates for the Applications, as required.
- Prepare the Application materials, including narratives, and the Application Forms.
- Transmit the completed Application to the City for signature and submittal.

ENGINEERING - DESIGN AND PS&E PHASE

- This Phase will only be executed with Cedar if a successful application is approved. The Scope of Services for this Phase will be preparation of topographic survey, preliminary plans and specifications, environmental and historical documentation, agency coordination, utility coordination, DNR Permits, Design Study Report, Right-of-Way Plat, and final plans, specifications and estimates (PS&E) services for a state let Project. It is expected that this work will be completed under a three (3) party contract, to be negotiated later, between the Cedar, City and WisDOT.

PROJECT TIMELINE: Cedar will complete the work as follows:

- Application services will be completed and submitted to WisDOT by June 3, 2022.

COMPENSATION: Cedar proposes to complete the work as described above on a lump sum basis for a cost as follows:

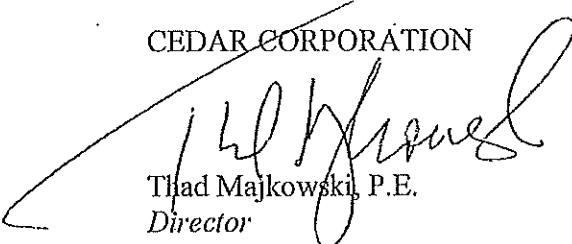
- Application Services \$3,000

AGREEMENT: If this proposal, as stated above, is agreeable please sign below and return a copy to our Green Bay office. An email authorization is also acceptable.

Do not hesitate to call if questions. Thank you.

Sincerely,

CEDAR CORPORATION

  
Thad Majkowski, P.E.  
Director

Accepted this \_\_\_\_\_ day of May, 2022.

City of Sturgeon Bay

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**RECOMMENDATION**

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

We, the Finance/Purchasing & Building Committee, hereby recommend to accept the WIPFLi CPA's and Consultants 2021 financial audit report for the City of Sturgeon Bay and place it on file.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING  
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: May 10, 2022

\*\*\*\*\*

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

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

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

EXECUTIVE SUMMARY

TITLE: 2021 Audit

BACKGROUND: WIPFLI CPAs and Consultants has completed the 2021 financial audit for the City of Sturgeon Bay. A clean audit opinion was issued by WIPFLI. The details of their financial audit can be found in the attached audit report and communications letter.

FISCAL IMPACT: The fiscal impact to the City is the contracted amount of \$19,500.00

OPTIONS: Accept or reject the WIPFLI CPAs and Consultants 2021 audit report.

RECOMMENDATION:  
Accept the WIPFLI CPAs and Consultants 2021 financial audit report for the City of Sturgeon Bay and place it on file.

PREPARED BY: Valerie J. Clarizio 4/12/22  
Valerie J. Clarizio Date  
Finance Director/City Treasurer

REVIEWED BY: Joshua J. Van Lieshout 4/12/22  
Joshua J. Van Lieshout Date  
City Administrator