



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, FEBRUARY 15, 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. Introduction of Julie Gilbert, Destination Door County President/CEO.
 7. Presentation re: Granary Update.
 8. Consideration of the following bills: General Fund – \$286,642.61, Capital Fund - \$44,088.53, Cable TV - \$9,995.57, TID #4 - \$201,419.71, and Solid Waste Enterprise Fund - \$16,670.39 for a grand total of \$558,816.81 [roll call]
 9. CONSENT AGENDA
- * All items listed with an asterisk (*) are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests before the Adoption of the Agenda, in which event the item will be removed from the Consent Agenda and considered immediately following the consent agenda.
- * a. Approval of 2/1/22 regular Common Council minutes.
 - * b. Place the following minutes on file:
 - (1) Joint Parks & Recreation Committee/Board – 12/1/21
 - (2) Community Protection & Services Committee – 12/2/21
 - (3) Finance/Purchasing & Building Committee – 1/25/22
 - (4) Joint Parks & Recreation Committee/Board – 1/26/22
 - * c. Place the following report on file:
 - (1) Fire Department Report – January 2022
 - * d. Consideration of: Approval of Beverage Operator licenses.
 - * e. Consideration of: Approval of Class A Beer and Class A Liquor license.
 - * f. Joint Parks & Recreation Committee/Board recommendation re: Engage the Sturgeon Bay School District to do capital planning efforts for Memorial Athletic Field Complex.

- * g. Community Protection & Services Committee recommendation re: Approve changes to Section 4.02 of the Municipal Code – Appointment of Emergency Management Director.
 - * h. Community Protection & Services Committee recommendation re: Approve changes to Section 3.01(1) and (2) of the Municipal Code – Tax Roll and Tax Receipts.
 - * i. Community Protection & Services Committee recommendation re: Approve changes to Section 3.035(1) and (2)(a) of the Municipal Code – Reimbursement of Expenses.
 - * j. Community Protection & Services Committee recommendation re: Approve changes to Section 3.085(1) and (2) of the Municipal Code – Access to Public Records.
 - * k. Community Protection & Services Committee recommendation re: Approve the changes to Section 3.09(1) and (2) of the Municipal Code – Disposition of Municipal Property and Remittance of Funds.
 - * l. Finance/Purchasing & Building Committee recommendation re: Approve the purchase of the Breathing Air Cascade System with Compressor from Jefferson Fire at a cost to be covered 100% by grant funding in the amount of \$45,000.
10. Mayoral Appointments.
 11. Finance/Purchasing & Building Committee recommendation re: Approve the donation of land to the Door County Economic Development Corporation for a modular home manufacturing facility.
 12. Finance/Purchasing & Building Committee recommendation re: Accept offer from Turning Point to purchase approximately 1.75 acres, home, and accessory buildings in “as is” condition, located at 1317 Shiloh Road in the amount of \$330,000 with contingency.
 13. Finance/Purchasing & Building Committee recommendation re: Approve the proposed National Estuarine Research Reserve (NERR) sites and share with the NERR Site Selection Committee.
 14. First reading of ordinance re: Repeal and recreate Section 4.01 and 4.02 of the Municipal Code – Emergency Management.
 15. First reading of ordinance re: Repeal and recreate Section 3.01(1) and (2) of the Municipal Code – Tax Roll and Receipts.
 16. First reading of ordinance re: Repeal and recreate Section 3.035(1) and (2)(a) of the Municipal Code – Reimbursement of Expenses.
 17. First reading of ordinance re: Repeal and recreate Section 3.085(1) and (2) of the Municipal Code – Access to Public Records.
 18. First reading of ordinance re: Repeal and recreate Section 3.09(1) and (2) of the Municipal Code – Disposition of Municipal Property and Remittance of Funds.
 19. City Administrator report.
 20. Mayor’s report.
 21. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 2.11.2022

Time: 1:45 pm

By: UM

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

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

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

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

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

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

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

RESPECTFULLY,
MAYOR DAVID J. WARD

REVISED: 6/2/20

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 02/15/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
GENERAL FUND				
LIABILITIES				
R0001040	COLLIN JEANQUART	SIGN DEPOSIT REFND/C JEANQUART	01-000-000-23168	50.00
TOTAL LIABILITIES				50.00
BALLFIELD LIGHTING				
WPPI ENG	WPPI ENERGY	02/21 ATHLETIC FLD LIGHT PROJ	01-000-981-70000	1,365.39
TOTAL BALLFIELD LIGHTING				1,365.39
TOTAL GENERAL FUND				1,415.39
CITY COUNCIL				
03133	CELLCOM WISCONSIN RSA 10	01/22 3 ALDER PHONES	01-105-000-58999	98.54
TOTAL				98.54
TOTAL CITY COUNCIL				98.54
CITY CLERK-TREASURER				
04650	DOOR COUNTY REGISTER OF DEEDS	JANUARY FILING FEES	01-115-000-56350	60.00
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	PACKING TAPE/DYMO LABELS	01-115-000-51950	76.35
BUBRICKS		USB FLASH DRIVES	01-115-000-51950	31.92
DC PRINT	DC PRINTING	2500 WINDOW ENVELOPES	01-115-000-51600	206.00
TOTAL				374.27
TOTAL CITY CLERK-TREASURER				374.27
COMPUTER				
02975	CAMERA CORNER	SERVICE LABOR AGREEMENT	01-125-000-55550	2,460.00
03101	CDW GOVERNMENT, INC.	59 MS 0365 LICENSES	01-125-000-55550	12,808.31
03101		23 MS EXCHANGE LICENSES	01-125-000-55550	1,997.32
03101		22 VDA LICENSES	01-125-000-55550	2,750.00
03101		IPAD CASE/KEYBOARD ALDER 1	01-125-000-55550	70.96
04696	DOOR COUNTY TREASURER	01/22 IS INTERNET USAGE	01-125-000-55550	100.00
04696		2022 1ST QTR SOFTWARE	01-125-000-55550	2,764.91
04696		TECH SUPPORT	01-125-000-55550	4,166.67
04696		ANNL WISCNET FEE	01-125-000-55550	428.00
04696		4G INTERNET	01-125-000-55550	375.00
04696		4TH QTR 2021 FIBER LOCATES	01-125-000-55550	99.85
04696		4 WIRELESS ACCESS POINTS	01-125-000-55550	100.00
TOTAL				28,121.02
TOTAL COMPUTER				28,121.02
CITY ASSESSOR				
ASSO APP	ASSOCIATED APPRAISALS	02/22 CONTRACT	01-130-000-55010	4,916.67

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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/15/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
TOTAL				4,916.67
TOTAL CITY ASSESSOR				4,916.67
BUILDING/ZONING CODE ENFORCEMENT				
DCI	DOOR COUNTY INSPECTIONS, LLC	01/22 BUILDING PERMITS	01-140-000-55010	5,620.17
TOTAL				5,620.17
TOTAL BUILDING/ZONING CODE ENFORCEMENT				5,620.17
CITY HALL				
03159	SPECTRUM	01/22 FIRE CABLE SVC	01-160-000-58999	137.37
23730	WPS	01/22 421 MICHIGAN STREET	01-160-000-56600	2,633.66
23730		01/22 1317 SHILOH RD	01-160-000-56600	335.47
BLISS	LIFESTYLES BY BLISS, INC	JAN-MAR 2022 PUBL BATHRM MAINT	01-160-000-58999	2,250.00
VIKING	VIKING ELECTRIC SUPPLY, INC	20 EXIT SIGN BATTERIES	01-160-000-55300	314.60
WARNER	WARNER-WEXEL LLC	CLEANING SUPPLIES	01-160-000-51850	163.66
TOTAL				5,834.76
TOTAL CITY HALL				5,834.76
INSURANCE				
MCCLONE	MCCLONE AGENCY, INC	02/22 WORK COMP	01-165-000-58750	11,063.00
MCCLONE		02/22 GEN LIABILITY	01-165-000-56400	2,661.00
MCCLONE		02/22 POLICE LIABILITY	01-165-000-57150	1,424.00
MCCLONE		02/22 PUBLIC OFFICIAL LIAB	01-165-000-57400	2,263.00
MCCLONE		02/22 CYBER LIABILITY	01-165-000-55450	322.00
MCCLONE		02/22 AUTO LIABILITY	01-165-000-55200	1,564.00
MCCLONE		02/22 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	01/22 CITY HALL PHONE SVC	01-199-000-58200	36.48
04696		01/22 FIRE PHONE SVC	01-199-000-58200	21.92
04696		01/22 MUN SVC PHONE SVC	01-199-000-58200	18.81
04696		01/22 POLICE PHONE SVC	01-199-000-58200	22.13
08167	GANNETT WISCONSIN NEWSPAPERS	ORDINANCE 1398-1121	01-199-000-57450	349.82
08167		ORDINANCE 1397-1121	01-199-000-57450	42.72
08167		NOTICE OF SPRING ELECTION	01-199-000-57450	42.72
08167		BID ADVERT	01-199-000-57450	68.28
08167		BID ADVERT	01-199-000-57450	68.28
08167		PUBLIC HEARING NOTICE	01-199-000-57450	34.05

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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/15/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
MEUW	MUNICIPAL ELECTRIC UTILITIES	MSDS ONLINE PROGRAM	01-199-000-55605	900.00
US BANK	US BANK EQUIPMENT FINANCE	02/21 ADMIN COPIER	01-199-000-55650	91.00
TOTAL				1,696.21
TOTAL GENERAL EXPENDITURES				1,696.21
POLICE DEPARTMENT				
04150	DEJARDIN CLEANERS LLC	LAUNDER SHIRT/BRINKMAN	01-200-000-56800	2.75
04150		HEM PANTS-BRINKMAN	01-200-000-56800	36.00
15890	PACK AND SHIP PLUS	RISSER JUSTICE CNTR /HENRY	01-200-000-57250	18.58
US BANK	US BANK EQUIPMENT FINANCE	01/22 RICOH COPIER 23 OF 48	01-200-000-55650	167.00
TOTAL				224.33
TOTAL POLICE DEPARTMENT				224.33
PATROL BOAT				
PATROL BOAT				
02206	BAY MARINE	BOAT REPAIR & WINTERIZING	01-205-000-58600	268.75
TOTAL PATROL BOAT				268.75
TOTAL PATROL BOAT				268.75
POLICE DEPARTMENT/PATROL				
R0000608	AUTO ZONE, INC	WINDSHIELD WASHER FLUID	01-215-000-58600	14.84
TOTAL				14.84
TOTAL POLICE DEPARTMENT/PATROL				14.84
POLICE DEPT. / INVESTIGATIONS				
04696	DOOR COUNTY TREASURER	FORENSCS COST SHARE/CELLEBRITE	01-225-000-57950	2,150.00
04696		FORENSCS COST SHARE/MAGNET	01-225-000-57950	4,997.50
04696		CREDIT AXIOM INVOICE	01-225-000-57950	-1,920.00
ACCURINT	LEXISNEXIS RISK SOLUTIONS	01/22 CONTRACT	01-225-000-57950	110.78
TOTAL				5,338.28
TOTAL POLICE DEPT. / INVESTIGATIONS				5,338.28
FIRE DEPARTMENT				
FIRE DEPARTMENT				
04575	DOOR COUNTY HARDWARE	SNOW SHOVELS/COUPL HOSE BARB	01-250-000-54999	115.16
04575		FASTENERS/KNIVE/BLADES/CUTTR	01-250-000-54999	43.35
04575		SPLICE/UNION/PRIMR/FLAT BAR	01-250-000-54999	74.54
04575		SUPPLIES	01-250-000-54999	24.94

INVOICES DUE ON/BEFORE 02/15/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
FIRE DEPARTMENT				
FIRE DEPARTMENT				
04575		CREDIT RETURN	01-250-000-54999	-4.59
04575		FASTNRS/BATTERY/PRIM WRE/CAULK	01-250-000-54999	91.20
04575		THERMAL RINGS	01-250-000-54999	12.76
04575		EMT CONDUIT	01-250-000-54999	9.59
06005	JFTCO, INC	TRUCK OIL SAMPLES	01-250-000-53000	146.50
06650	GALLS, AN ARAMARK COMPANY	UNIFORM ALTERATIONS	01-250-000-52950	88.31
13320	JEFFERSON FIRE & SAFETY, INC	ANNL BREATHNG AIR MAINT/SUPPLY	01-250-000-56250	937.26
16352	PENFLEX, INC	LOSA TERMINATION FEE	01-250-000-50377	680.00
17250	QUALITY STATE OIL CO., INC.	TRUCK OIL	01-250-000-53000	1,011.80
18448	RENNERTS FIRE EQUIP SER INC	EMERGENCY LIGHTS	01-250-000-53000	242.79
23730	WPS	01/22 656 S OXFORD AVE WS FIRE	01-250-000-56600	427.74
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	WIPER BLADES/FLUID	01-250-000-53000	93.23
O'REILLY		TOGGLE SWITCH	01-250-000-53000	15.98
O'REILLY		DEF	01-250-000-53000	41.97
O'REILLY		TOGGLE SWITCHES	01-250-000-53000	46.58
O'REILLY		HOSE CLAMP	01-250-000-53000	4.14
O'REILLY		FUEL/OIL FILTERS	01-250-000-53000	451.37
O'REILLY		FUEL FILTER	01-250-000-53000	77.36
O'REILLY		BRAKE CLNR/THINNER/LUBRICANT	01-250-000-53000	47.10
O'REILLY		FUEL FILTERS	01-250-000-53000	66.06
O'REILLY		WIRE/BATTERY/LUGS/STRTR/BOX	01-250-000-53000	397.97
O'REILLY		CREDIT RETURN	01-250-000-53000	-211.27
O'REILLY		AIR COUPLER	01-250-000-53000	7.16
O'REILLY		SOLENOID	01-250-000-53000	3.17
O'REILLY		RELAY	01-250-000-53000	18.14
PAULCONW	PAUL CONWAY SHIELDS	STRUCTURE BOOTS	01-250-000-52900	245.00
PAULCONW		CLASS A UNIFORM PARTS	01-250-000-52950	111.50
PORT	WEST MARINE PRODUCTS INC	ELECTRICAL PARTS-TRAILER	01-250-000-53000	76.98
TOTAL FIRE DEPARTMENT				5,393.79
TOTAL FIRE DEPARTMENT				5,393.79
LARGE ITEM PICKUP / LEAF COLL				
GFLNVIR	GFL ENVIRONMENTAL, INC	1 FREON UNIT	01-311-000-58400	60.00
TOTAL				60.00
TOTAL LARGE ITEM PICKUP / LEAF COLL				60.00
ROADWAYS/STREETS				
MACQUEEN	MACQUEEN EQUIPMENT, LLC	SKID SHOES	01-400-000-51400	423.08
MACQUEEN		CUTTING EDGES	01-400-000-51400	324.80
MACQUEEN		FREIGHT	01-400-000-51400	82.62
TOTAL				830.50
TOTAL ROADWAYS/STREETS				830.50
SNOW REMOVAL				
SNOW REMOVAL				

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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 02/15/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
SNOW REMOVAL				
SNOW REMOVAL				
06012	FASTENAL COMPANY	BOLT	01-410-000-51400	3.24
13655	MONROE TRUCK EQUIPMENT, INC	BRINE STRAINERS	01-410-000-51400	107.17
13655		HYDRAULIC MOTOR	01-410-000-51400	651.36
TOTAL SNOW REMOVAL				761.77
TOTAL SNOW REMOVAL				761.77
STREET MACHINERY				
04545	DOOR COUNTY COOPERATIVE/NAPA	GASOLINE PREMIX	01-450-000-52150	92.15
04545		BATTERY	01-450-000-53000	188.58
04575	DOOR COUNTY HARDWARE	CLEVIS PINS	01-450-000-52150	6.76
04575		BLADE/TORCH RECIP BLADE	01-450-000-52700	26.16
04575		CUTOFF BLADE	01-450-000-52700	9.18
04575		STRAIGHT JW PLIERS	01-450-000-52700	44.99
04575		FASTENERS	01-450-000-52150	3.19
04575		MARKER PAINT	01-450-000-52150	9.98
04575		SPRAY PAINT	01-450-000-52150	22.36
04575		DRIVER BIT SET	01-450-000-52700	19.99
04575		NIPPLE	01-450-000-52150	3.98
06012	FASTENAL COMPANY	GREASE GUN	01-450-000-52700	218.90
06012		SOCKET	01-450-000-52700	8.29
07765	GRAINGER INC	TRUCK BOX	01-450-000-53000	288.66
08225	HERLACHE SMALL ENGINE	SERVICE ON SAW	01-450-000-52150	73.50
20725	T R COCHART TIRE CENTER	RECAPS/TIRE CHANGES/DISPOSAL	01-450-000-53000	649.00
ADVAUTO	GENERAL PARTS DISTRIBUTION LLC	AIR CLEANER	01-450-000-52150	35.34
ADVAUTO		FITTING/CAP	01-450-000-53000	27.57
ADVAUTO		CAPS/FITTING	01-450-000-53000	83.40
ADVAUTO		CUSHION	01-450-000-53000	23.00
ADVAUTO		DIE SET/SHIPPING	01-450-000-53000	151.83
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	TRUCK DOOR REPAIRS/LABOR	01-450-000-58999	1,620.00
JIM FORD		TRUCK DOOR REPAIRS/PAINT	01-450-000-58999	275.00
JIM FORD		OIL CHANGE	01-450-000-53000	53.95
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	ADAPTER	01-450-000-53000	21.99
O'REILLY		CIRCUIT TESTER	01-450-000-52700	18.99
O'REILLY		SOLDER	01-450-000-52150	18.97
O'REILLY		OIL	01-450-000-52150	63.98
RIESTER	RIESTERER & SCNELL INC.	ANTENNA	01-450-000-53000	41.13
TOTAL				4,100.82
TOTAL STREET MACHINERY				4,100.82
CITY GARAGE				
04575	DOOR COUNTY HARDWARE	PAINT PAIL/RED BINS	01-460-000-55300	32.15
18950	SAFETY-KLEEN SYSTEMS, INC	PARTS WASHER SERVICE	01-460-000-58999	271.31
23730	WPS	01/22 835 N 14TH AVE	01-460-000-56600	3,509.26
AMERWELD	AMERICAN WELDING & GAS, INC	GAS CYLINDER LEASE FEE	01-460-000-58999	168.44
TOTAL				3,981.16
TOTAL CITY GARAGE				3,981.16

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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
HIGHWAYS - GENERAL				
ROBILLAR	STEVE ROBILLARD	SAFETY CLOTHING	01-499-000-56800	96.25
YOUNK	RYAN YOUNK	SAFETY BOOT REIMBURSE/YOUNK	01-499-000-56800	205.73
TOTAL				301.98
TOTAL HIGHWAYS - GENERAL				301.98
PARK & RECREATION ADMIN				
23200	WDOR	SEASONAL EMPLOY ADVERT	01-500-000-57450	322.00
TOTAL				322.00
TOTAL PARK & RECREATION ADMIN				322.00
PARKS AND PLAYGROUNDS				
04545	DOOR COUNTY COOPERATIVE/NAPA	PROPANE	01-510-000-51850	11.88
04575	DOOR COUNTY HARDWARE	FASTENERS	01-510-000-51900	2.58
04575		CONNCTR/CLMP/BOX/PLATE/CONDUIT	01-510-000-51850	37.14
04575		BULBS	01-510-000-51850	25.98
04575		COVER/BOX	01-510-000-51850	5.98
04575		SCREW BOLT	01-510-000-51850	16.49
04575		PAINT	01-510-000-51850	37.99
04575		CABLE CONNCTR/BOX/WALLPLATE	01-510-000-51850	17.53
04575		SOFTENER SALT	01-510-000-51850	37.95
04575		FASTENERS	01-510-000-51900	2.59
04575		FASTENERS/DRILL BITS	01-510-000-51850	16.35
04575		STRUCTURAL SCREWS	01-510-000-51850	32.99
04575		CONDENSATE REMOVAL PUMP	01-510-000-51850	64.99
04575		FASTENERS	01-510-000-51900	1.00
04575		TOGGLE	01-510-000-51900	8.59
20725	T R COCHART TIRE CENTER	TIRES/DISPOSALS	01-510-000-53000	284.00
23730	WPS	01/22 335 S 14TH AVE MEM FLD	01-510-000-56600	330.21
BUBBAS	BUBBA'S TREE & STUMP REMOVAL	CUT TREE DOWN @ SUNSET PRK	01-510-000-58450	300.00
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	LIGHT SOCKET	01-510-000-53000	6.99
O'REILLY		FUSE HOLDER	01-510-000-53000	8.48
TOTAL				1,249.71
TOTAL PARKS AND PLAYGROUNDS				1,249.71
ICE RINKS				
04575	DOOR COUNTY HARDWARE	LED/HAND WARMRS	01-530-000-52350	41.15
TOTAL				41.15
TOTAL ICE RINKS				41.15
MUNICIPAL DOCKS				

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
19317	STONE HARBOR RESORT &	2021 MARINA AMENITIES	01-550-000-58999	2,300.00
19317		2021 TRANSIENT SLIP PYMNT	01-550-000-58999	540.00
23730	WPS	01/22 36 S NEENAH AVE RESTROOM	01-550-000-56600	17.88
TOTAL				2,857.88
TOTAL MUNICIPAL DOCKS				2,857.88
WATER WEED MANAGEMENT				
04575	DOOR COUNTY HARDWARE	PACKOUT INTLK ORGNZER	01-560-000-51400	44.99
PORT	WEST MARINE PRODUCTS INC	REARM KIT	01-560-000-51400	183.84
TOTAL				228.83
TOTAL WATER WEED MANAGEMENT				228.83
WATERFRONT PARKS & WALKWAYS				
08225	HERLACHE SMALL ENGINE	REPLCE SPARK PLUGS-WEED TRIMMR	01-570-000-51750	80.75
TOTAL				80.75
TOTAL WATERFRONT PARKS & WALKWAYS				80.75
EMPLOYEE BENEFITS				
ERC	ERC INC	2021 QTRLY EAP SERVICES	01-600-000-56553	712.50
TOTAL				712.50
TOTAL EMPLOYEE BENEFITS				712.50
PUBLIC FACILITIES				
04696	DOOR COUNTY TREASURER	2021 4TH ATR MAINTENANCE COST	01-700-000-56850	15,747.52
TOTAL				15,747.52
TOTAL PUBLIC FACILITIES				15,747.52
COMMUNITY & ECONOMIC DEVLPMNT				
04549	DOOR COUNTY ECONOMIC DEVELOPME	2022 1ST QTR COMMITTMENT	01-900-000-55750	7,500.00
13582	WIS COMMERCIAL PORTS ASSOC.	2022 ASSOCIATION DUES	01-900-000-56000	250.00
TOTAL				7,750.00
TOTAL COMMUNITY & ECONOMIC DEVLPMNT				7,750.00
TOTAL GENERAL FUND				120,044.59

DATE: 02/08/1922
TIME: 14:55:39
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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 8

INVOICES DUE ON/BEFORE 02/15/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAPITAL FUND				
CITY HALL				
CITY HALL EXPENSE				
02975	CAMERA CORNER	DPW ENTRY REMODEL FOB/CAMERAS	10-160-000-59040	1,090.43
04966	EAGLE MECHANICAL INC	DPW ENTRY REMDL HEAT MODIFY	10-160-000-59040	2,755.00
05500	ENERGY CONTROL AND DESIGN INC	FD GARAGE AIR HANDLR MODIFICTN	10-160-000-59999	8,857.00
05500		MOTORS	10-160-000-59999	1,454.24
05500		LABOR	10-160-000-59999	1,645.75
05500		SWITCH	10-160-000-59999	137.70
05500		THERMOSTAT	10-160-000-59999	117.66
05500		CONTROLLER	10-160-000-59999	977.91
05500		ACTUATORS	10-160-000-59999	262.15
05500		CONTACTS	10-160-000-59999	16.65
05500		MILEAGE	10-160-000-59999	120.00
05500		BAS PANEL UPGRDE-PARTS/ENGINR	10-160-000-59010	13,500.00
05500		DESIGN MIGRATION INSIGHT	10-160-000-59010	4,000.00
TOTAL CITY HALL EXPENSE				34,934.49
TOTAL CITY HALL				34,934.49
FIRE DEPARTMENT				
EXPENSE				
02005	BAY ELECTRONICS, INC.	PAGERS & CASES	10-250-000-59055	7,110.00
PAULCONW	PAUL CONWAY SHIELDS	HELMETS	10-250-000-59050	444.76
PAULCONW		STRUCTURE BOOTS	10-250-000-59050	170.00
PAULCONW		HELMETS	10-250-000-59050	773.88
TOTAL EXPENSE				8,498.64
TOTAL FIRE DEPARTMENT				8,498.64
WATERFRONT PARKS & WALKWAYS				
02130	BAUDHUIN INC	JUNIPER ST MTGS & PAYMNT REQST	10-570-000-59075	606.00
02130		JUNIPER ST RFP PUBLISH FEES	10-570-000-59075	49.40
TOTAL				655.40
TOTAL WATERFRONT PARKS & WALKWAYS				655.40
TOTAL CAPITAL FUND				44,088.53
CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
02975	CAMERA CORNER	ONLINE VIDEO STORAGE/STREAMING	21-000-000-58999	9,956.00
03159	SPECTRUM	01/22 CB MUSIC SERVICE	21-000-000-58999	39.57
TOTAL CABLE TV / GENERAL				9,995.57
TOTAL CABLE TV / GENERAL				9,995.57
TOTAL CABLE TV				9,995.57

DATE: 02/08/1922
TIME: 14:55:39
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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 9

INVOICES DUE ON/BEFORE 02/15/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

TID #4 DISTRICT				
TID #4 DISTRICT				
BAYLOFTS	WISCONSIN MANAGEMENT CO	2021 TAX INCREMENT REIMBURSE	28-340-000-55001	93,941.01
CEDARCO	CEDAR CORPORATION	WEST WTRFNT CONSULT ENGINEERNG	28-340-000-58999	5,847.94
PETERS	PETERS CONCRETE CO	WEST WTRFRONT PAY REQ #10	28-340-000-59082	101,630.76
TOTAL TID #4 DISTRICT				201,419.71
TOTAL TID #4 DISTRICT				201,419.71
TOTAL TID #4 DISTRICT				201,419.71
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
03806	CUMMINS NPOWER, LLC	OIL FILTERS	60-000-000-53000	152.16
04575	DOOR COUNTY HARDWARE	FASTENERS	60-000-000-53000	11.56
FLEETPRI	FLEETPRIDE	BRAKE SHOEKIT	60-000-000-53000	174.56
FLEETPRI		BRAKE DRUMS	60-000-000-53000	245.16
GFLENVIR	GFL ENVIRONMENTAL, INC	CARDBOARD RECYCLING	60-000-000-58350	648.74
GFLENVIR		206.69 TN GARBAGE	60-000-000-58300	13,899.91
GFLENVIR		83.10 TN RECYCLE	60-000-000-58350	1,306.34
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	HYDRO OIL	60-000-000-52050	231.96
TOTAL SOLID WASTE ENTERPRISE FUND				16,670.39
TOTAL SOLID WASTE ENTERPRISE FUND				16,670.39
TOTAL SOLID WASTE ENTERPRISE				16,670.39
TOTAL ALL FUNDS				392,218.79

MANUAL CHECKS

WAL-MART-CAPITAL ONE	\$784.97
02/01/2022	
Check # 89811	
12/21 Statement Charges	
10-160-000-59015	
 MCCLONE	 \$44,975.00
02/01/2022	
Check 89812	
Jan & Feb Liability Insurance	
Various Departmental Accounts	
 SUPERIOR VISION	 \$909.49
02/01/2022	
Check # 89813	
02/22 Vision Insurance	
01-000-000-21540	
 DELTA DENTAL	 \$6,116.82
02/01/2022	
Check # 89814	
02/22 Dental Insurance	
Various Departmental Accounts	
 EFT GROUP INSURANCE	 \$113,811.74
02/01/2022	
Check # 89814	
02/22 Health Insurance	
Various Departmental Accounts	
 TOTAL MANUAL CHECKS	 \$ 166,598.02

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TIME: 14:55:39
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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 10

INVOICES DUE ON/BEFORE 02/15/2022

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

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

~~120,044.59~~ 286,642.61
44,088.53
9,995.57
201,419.71
16,670.39

TOTAL --- ALL FUNDS

~~392,218.79~~ 558,816.81

delivered Bacon Feb 8, 2022
Spt Wm... 2/8/22
Jan W... 2/8/22

COMMON COUNCIL

February 1, 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, Williams, Gustafson, Nault, Wiederanders and Reeths were present. Statz was excused.

Williams/Gustafson to adopt the agenda. Carried.

Bacon/Wiederanders to approve following bills: General Fund - \$138,758.14, Capital Fund - \$64,170.90, Cable TV - \$5,361.25, TID #2 - \$323.00, TID #4 - \$44,660.96, Solid Waste Enterprise Fund - \$2,574.25 and Compost Site Enterprise Fund - \$6.00 for a grand total of \$255,854.50. Roll call: All voted aye. Carried.

Reeths/Statz to approve consent agenda:

- a. Approval of 1/18/22 regular Common Council minutes.
- b. Place the following minutes on file:
 - (1) Aesthetic Design & Site Plan Review Board – 12/13/21
 - (2) Finance/Purchasing & Building Committee – 1/11/22
 - (3) Waterfront Redevelopment Authority – 1/12/22
 - (4) Ad Hoc NERR Advisory Committee – 1/14/22
 - (5) City Plan Commission – 1/19/22
 - (6) Parking & Traffic – 1/24/22
- c. Consideration of: Approval of Beverage Operator's licenses.
- d. Finance/Purchasing & Building Committee recommendation re: Approve the purchase of two Mercury Verado engines from Bay Marine in the amount of \$48,517.98.

Carried.

There were no mayoral appointments.

Resolution of relocation order and declaration of necessity for acquiring the right-of-way needed for the S. Grant Ave extension by eminent domain was introduced by Community Development Director Olejniczak. This revised resolution drafted by City Attorney now includes a storm water easement on the Ruenger parcel. Williams/Gustafson to adopt the revised Resolution of Relocation Order and Declaration of Necessity. Carried.

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the watermain replacement cost share proposal with KwikTrip in an amount not to exceed \$46,000.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

Introduced by Bacon. The water main upgrade is needed for KwikTrip and future development along Alabama Street and Egg Harbor Road. Considering the net of current improvements on the KwikTrip site alone, this project is expected to have a payback of 5-7 years in the city. Bacon/Wiederanders to adopt. Carried.

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the services agreement with Foth Infrastructure and Environment, LLC in the amount of \$42,500 for the Bradley Lake restoration project.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

Municipal Services Superintendent Barker introduced. This proposal includes permitting, final design plans, and ecological design services for eastern shoreline of Bradley Lake. The time frame is shortened in order to apply for Chapter 30 permit and submit grant information timely. Nault/Williams to accept. Carried.

RECOMMENDATION

We, the City Plan Commission and Finance/Purchasing & Building Committee hereby recommend to direct staff to proceed with the potential creation of the Egg Harbor Road tax increment district and approve entering into a General Consulting Services Agreement with Baird in an amount not to exceed \$6,750.

CITY PLAN COMMISSION

By: David Ward, Chr.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

Reeths/Wiederanders to accept. Mayor Ward introduced. The TID is for several properties that run in an irregular pattern along and near Egg Harbor Road. The creation of the TID can provide financial incentives that are needed for properties that broke ground after January 1st and underutilized/vacant lots or infrastructure improvements such as stormwater detention pond, sewer/water extensions and streetscapes. Carried.

There was not a City Administrator report.

Mayor Ward gave his report.

Nault/Williams to adjourn. Carried. The meeting adjourned at 6:37 p.m.

Respectfully submitted,



Laurie A. Spittlemeister
Deputy Clerk/Treasurer

CITY OF STURGEON BAY
JOINT PARKS AND RECREATION COMMITTEE / BOARD MEETING

AMENDED

Wednesday, December 1, 2021
Council Chambers, City Hall, 421 Michigan Street
5:30 P.M.

A meeting of the Joint Parks and Recreation Committee / Board was called to order at 5:30 P.M. by Chairperson/Ald. Helen Bacon, in Council Chambers, City Hall, 421 Michigan Street.

Roll Call: Members present were Ald. Helen Bacon, Ald. Gary Nault, Chris Larsen, Randy Morrow, Marilyn Kleist, George Husby, Jay Renstrom, Director of Municipal Services, Mike Barker and Ald. J. Spencer Gustafson. Also present was City Administrator, Josh VanLieshout and Municipal Services Secretary, Patty Quinn.

Adoption of the Agenda: A motion was made by Ald. Nault and seconded by Ms. Kleist to adopt the agenda.

1. Roll call
2. Adoption of Agenda
3. Review of Minutes of October 27, 2021
4. Public Comment on Agenda Items
5. Review of Minutes from the Local Arts Board Meeting of November 10, 2021
6. Consideration to approve changes to the Fishing Tournament Rules & Regulations
7. Discussion and comments on City park usage – what have the Committee / Board members noticed and what has been heard
8. Director's report
9. Adjourn

All in favor. Carried.

Review of Minutes of October 27, 2021: No comments.

Public Comment on Agenda Items: The following spoke during public comment:
Chris Johnson, 8919 Baywoods Rd. – Opposed to Agenda item #6.
Kyle Carpenter, 5165 County Rd. K, New Franken – Opposed to Agenda item #6.
JJ Malvitz, 3040 Stevenson Pier Rd. – Opposed to Agenda item #6.
Chris Kellems, 120 Alabama St. – In favor of Agenda item #6
Brent TeKulve, 217 Main St., Luxemburg – Opposed to Agenda item #6.

Review of Minutes from the Local Arts Board Meeting of November 10, 2021: No comments. Ald. Bacon gave brief summary of the progress made on the roadmap/matrix for art acquisition.

Consideration to approve changes to the Fishing Tournament Rules & Regulations:

Ald. Nault and Ms. Kleist recused themselves on commenting or voting on this agenda item.

Various members gave their opinions on making changes that addressed topics such as the overall effect of tournaments on the bass population and the health of the fish; tournaments using "weigh on the water" systems versus bringing the fish back to the docks in water wells; the timing of making changes for 2023 and the effect on those now organizing tournaments that have registrations beginning January 1st, 2022; and balancing out residents versus tourists with usage of the Sawyer Park facilities.

Questions were addressed regarding the old and new rules and regulations for fishing tournaments. Points were discussed as to how the DNR handles certain phases of tournaments and several members thought that bringing in a DNR representative to a future meeting would be of help to the committee/board. Several suggested a slower approach to putting the new rules into place to help tournament organizers adjust.

Mr. Morrow made a motion to table the new rules and regulations for 2022 and have a meeting with tournament organizers to discuss new rules effective 2023. Mr. Morrow retracted this motion shortly after.

Discussion continued that included bringing back this agenda item to the next meeting and possibly meet with tournament organizers and invite a DNR fishing representative to a meeting. Ald. Bacon asked that members go through the new rules and regulations and make notes to bring back to the next meeting.

Mr. Morrow made a new motion to postpone any changes and retain the current rules and regulations for 2022, and to finalize the new rules by December 1st, 2022, that would be effective in 2023.

Mr. Husby seconded the motion with ayes from Dir. Barker, Mr. Renstrom, Ald. Gustafson, Mr. Husby, Mr. Morrow and Mr. Larsen. Nay from Ald. Bacon. Carried.

Discussion and comments on City park usage – what have the Committee/Board members noticed and what has been heard: Each member spoke on items they felt important for improvements to the City Parks that would ultimately increase usage.

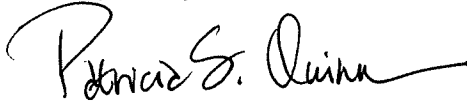
Mr. Husby presented his thoughts on Memorial Field and its future **that included his concerns on the press box steps needing painting as they are slippery when wet, the overall painting of the press box to a different color from white for the safety of the players, and that no money has been set aside for future maintenance and that groups using the field should have to contribute to a fund.** Mr. Renstrom spoke on Otumba and Sunset Parks. Ms. Kleist talked about the Sunset Park shelter. Ald. Gustafson shared thoughts on the Dog Park and Sunset Park. Ald. Bacon commented that more people are getting out and using the parks. Ald. Nault feels that new playground equipment at Otumba will draw more people and he also spoke on small improvements needed at Sawyer Park. Mr. Larsen spoke on maps for the original plan and he would like to see tree planting increased. Mr. Morrow brought up topics such as signage, bridge walkways, parking, tennis and basketball courts, and more garbage cans around the City. Ald. Bacon added comments on the 2022 budget and talked about the Westside water development. Mr. VanLieshout provided some initial thoughts on the Memorial Field modernization and the study currently being completed which will be introduced to this committee/board in more detail at the January meeting.

Director's report: Dir. Barker provided the following during the previous agenda discussion: planned improvements to the Sunset Park shelter; replacing the roof at Memorial Field; construction of a shade structure in the spring for the Dog Park; a kayak launch/ADA access being installed at Bullhead Point; more benches for the railroad spur; the Juniper Street shoreline restoration project; and he talked about County personnel helping the public with education on water weeds and related topics.

Next Meeting Date: Wednesday, January 26, 2021 @ 5:30 P.M. – City Hall.

Motion by Mr. Renstrom and seconded by Ald. Gustafson to adjourn. All in favor. Carried. Meeting adjourned at 7:41 P.M.

Respectfully submitted,

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

Patricia S. Quinn
Municipal Services Secretary

COMMUNITY PROTECTION & SERVICES COMMITTEE**December 2, 2021**

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

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 November 3, 2021
4. Public Comment on Agenda Items
5. Consideration of: Review of Ordinances for Possible Revision
 - a. Fence Ordinance
6. Adjourn

All Ayes. Carried.

Approval of Meeting Minutes

Moved by Ald. Reeths, seconded by Ald. Wiederanders to approve the November 3, 2021 minutes. All Ayes. Carried.

Public Comment

None.

Fence Ordinance

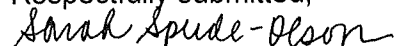
Section 15.095 of the Municipal Code was sent back to the committee by the Common Council for better clarification. Discussed changes to the listed requirements include:

- a.) Setbacks: Amend to 18 inches from a public sidewalk.
- b.) Height: Highest point shall not exceed 9 feet in height.
- c.) Design: Keep as is.
- f.) Permit Requirement: permit fee will be described in the fee schedule
 - Will need to amend the fee schedule with a Resolution to the Common Council.
 - Disclaimer language on permit shall suffice; not need to add to ordinance.
- g.) Any fence built after January 1, 2022 must comply with above requirements. Any fence constructed before January 1, 2022 are exempt except for reconstruction of said fence. Language on the permit will question whether a new construction or reconstruction.
- h.) Delete this item completely.

Moved by Ald. Williams, seconded by Ald. Reeths to recommend the Common Council approve the changes to Section 15.094 – Construction of Fences of the City of Sturgeon Bay Municipal Code. All ayes. Carried.

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 4:53 p.m.

Respectfully submitted,



Sarah Spude-Olson

Police Department Office Manager

FINANCE/PURCHASING & BUILDING COMMITTEE
January 25, 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, City Administrator VanLieshout, City Treasurer/Finance Director Clarizio, Municipal Services Director Barker, Door County Economic Development Director of Business Julie Schmelzer 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: Amendment to the Joint City-County Revolving Loan Fund Manual.
5. Consideration of: City Donation of Land in the Industrial Park.
6. Consideration of: Surplus Property
7. Consideration of: Professional Services for Bradley Lake Restoration Project.
8. Consideration of: Watermain Replacement Cost Share Proposal.
9. Consideration of: Sale of Home, Accessory Buildings and Approximately 1.75 acres at 1317 Shiloh Road.
10. Convene in closed session in accordance with the following exemptions:
 Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Wis. Stats. 19.85(1)(e)
 - a. Consideration of: Sale of Home, Accessory Buildings and Approximately 1.75 acres at 1317 Shiloh Road.
 Move to reconvene in open session to take formal action upon preceding subject of closed session, if appropriate; or to conduct discussion or give further consideration where the subject is not appropriate for closed session consideration. The Committee may adjourn in closed session.
11. Review bills.
12. Adjourn.

Carried.

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

Consideration of: Amendment to the Joint City-County Revolving Loan Fund Manual:

Door County Economic Development Director of Business Development Julie Schmelzer explained that the Door County Economic Development Corporation has several different loan programs, one that is funded jointly by the City and County. The other loan programs stipulate that payments are required to be made by ACH transmittal. The City-Joint revolving loan manual does not state this requirement and it is the only program that DCEDC has issue with collecting payments. She stated they are requesting the manual be amended to reflect the ACH transmittal payment requirement. In addition, to the ACH amendment, Ms. Schmelzer stated that there are two loan programs under this manual, a regular program and micro loan program. The manual currently reads that all applications must be accompanied by a fee, the regular program section state the fee is \$100, the micro loan section does not state a fee, therefore the request is to clean up the language to clarify the fee is \$100 regardless of which program the applicant is

applying for. She stated both the County and DCEDC board have reviewed and approved the changes the City is the final approval.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to approve the proposed amendments to the Sturgeon Bay Door County Economic Development revolving loan fund manual as presented. Carried.

Consideration of: City Donation of Land in the Industrial Park:

Door County Economic Development Director of Business Development Julie Schmelzer explained that the Door County Economic Development Corporation (DCEDC) is proposing a project to address the affordable workforce housing shortage in Door County. A housing study commissioned in 2019 found that for workforce housing to be affordable pricing needs to range from \$125,000-\$199,000. However not only is there a housing shortage, construction worker shortage but also builder who do not build in this price range. DCEDC is proposing a modular home manufacturing facility. She stated that DCEDC has reached out the NWTC about running a home-builders program. The program would allow students to go to school, apprentice in the manufacturing facility building the modular home and earn wages. The homes would be sold at an affordable price point of \$99,000 and \$159,000. DCEDC is currently in the process of applying for federal grants to fund the project. DCEDC is not in a position to purchase the land but as a criteria for the grant the land has to be in place, therefore they are requesting a donation of land from the City. The land request is for two lots located in the Industrial Park. The lots would provide adequate manufacturing and storage space and are easily accessed. The location is close enough to NWTC for students traveling between classes and the facility. The initial plan for the first year is to construct 14 homes. City Administrator VanLieshout commented that if the site location for project adjusts the City has made the commitment to DCEDC for land donation. Ms. Schmelzer commented that the homes manufactured in the facility are going to stay in Door County.

Moved by Alderperson Wiederanders, seconded by Alderperson Williams to recommend to Common Council to approve the donation of land to the Door County Economic Development Corporation for a modular home manufacturing facility. Carried.

Consideration of Surplus Property:

City Administrator VanLieshout stated that copier no longer works and doesn't have any value.

<u>Item</u>	<u>General Condition</u>	<u>Yr. acquired</u>	<u>Original cost</u>
Ricoh Copier	Poor	2015	\$ 7,995.00

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to declare the Ricoh copier as surplus and allow the City Administrator to determine the best method of liquidation. Carried.

Consideration of: Professional Services for Bradley Lake Restoration Project:

Municipal Services Director Barker stated Foth Infrastructure & Environment LLC submitted a proposal for the restoration of the eastern shoreline at Bradley Lake. The proposal in the amount of \$42,500 includes, project management, permitting, final design/plans and specifications, ecological designs, bidding and contract award. Mr. Barker explained that there were two grants that the City was able to change the scope of use, \$200,000 of grant funds which must be used September 2022 will apply towards this restoration project.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to approve the services agreement with Foth Infrastructure and Environment, LLC in the amount of \$42,500 for the Bradley Lake restoration project. Carried.

Consideration of: Watermain Replacement Cost Share Proposal:

City Administrator VanLieshout explained that there is a 490-foot section of watermain that was built decades ago that has over time been extended to serve other businesses. The capacity of the 6" pipe is unable to support the additional demands of the proposed KwikTrip. KwikTrip has presented the City with a proposal to split the cost of replacing the watermain in an amount to the City not to exceed \$46,000.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to approve the watermain replacement cost share proposal with KwikTrip in an amount not to exceed \$46,000. Carried.

Consideration of: Sale of Home, Accessory Buildings and Approximately 1.75 acres at 1317 Shiloh Road.

City Administrator VanLieshout explained that the City purchased 20 acres located at 1317 Shiloh Road for business expansion. Upon direction by the Finance Committee and Common Council the single-family home and accessory buildings on the property were listed for sale. One offer was received from Turning Point, LLC in the amount of \$330,000 with 5% down. They have one contingency, that is to delay sewer and water connection until no later than January 20, 2027.

Moved by Alderperson Wiederanders, seconded by Alderperson Williams to recommend to Common Council to accept the offer from Turning Point to purchase approximately 1.75 acres, home and accessory buildings in "as is" condition, located at 1317 Shiloh Road in the amount of \$330,000, with the contingency that municipal water and sanitary sewer connection occurs no later than January 20, 2027. Carried.

The Committee did not enter into closed session.

Review bills

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

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to adjourn. Carried. The meeting 4:45pm.

Respectfully submitted,

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

Tricia Metzger

CITY OF STURGEON BAY
JOINT PARKS AND RECREATION COMMITTEE / BOARD MEETING
Wednesday, January 26, 2022
Council Chambers, City Hall, 421 Michigan Street
5:30 P.M.

A meeting of the Joint Parks and Recreation Committee / Board was called to order at 5:32 P.M. by Chairperson/Ald. Helen Bacon, in Council Chambers, City Hall, 421 Michigan Street.

Roll Call: Members present were Ald. Helen Bacon, Ald. Gary Nault, Chris Larsen, Randy Morrow, Marilyn Kleist, George Husby, Director of Municipal Services, Mike Barker and Ald. J. Spencer Gustafson. Jay Renstrom was excused. Also present was City Administrator, Josh VanLieshout, and Municipal Services Secretary, Patty Quinn.

Adoption of the Agenda: A motion was made by Ald. Nault and seconded by Ms. Kleist to adopt the current agenda. A second motion was made by Ald. Bacon and seconded by Ald. Gustafson with a change to move any public comments on the farm market to be heard prior to the consideration to approve in Agenda Item #8.

1. Roll call
2. Adoption of Agenda
3. Review of Minutes of December 1, 2021
4. Public Comment on Agenda Items
5. Review of Minutes from the Local Arts Board Meeting of December 8, 2021
6. Memorial Athletic Field Complex
7. Allison Sikorsky, Girl Scout Troop 4315, on a Community Service Project
8. Consideration to approve moving the Farm & Craft market to Destination Sturgeon Bay's management
9. Brief on Sunset Park's Bradley Lake
10. Consideration to approve the Fishing Tournament Rules & Regulations
11. Adjourn

All in favor. Carried.

Review of Minutes of December 1, 2021: Mr. Husby asked for the minutes to be amended to include several comments he made at the 12/1 meeting regarding Memorial Field.

Public Comment on Agenda Items: Mark Holey, 410 N. 19th Ave., spoke on Item #10; Chris Kellems, 120 Alabama St., spoke on Item #9; Armand Nault, 151 W. Maple St., spoke on Item #10.

Review of Minutes from the Local Arts Board Meeting of December 8, 2021: No comments.

Memorial Athletic Field Complex: City Administrator, Josh VanLieshout, answered questions on the ownership of the City's ball fields and provided the history on a long-term project to update Memorial Field to create an athletic complex that the City could be proud of. The complex would serve both the schools and the City. Details would need to be sorted out with the next step to get plans in front of Common Council. A strategy would need to be put together and eventually, phases for the development. Dan Lenius, 1160 N. 5th Avenue was present and further spoke on the project and the need.

A motion was made by Mr. Morrow and seconded by Ald. Gustafson to make a recommendation to Common Council to engage the Sturgeon Bay School District to do capital planning efforts for the Memorial Athletic Field Complex.

All in favor. Carried.

Allison Sikorsky, Girl Scout Troop 4315, on a Community Service Project: Ms. Sikorsky and three members of her troop spoke on their wish to build a sports equipment sharing box to be placed at Otumba Park where they often have met. They will reach out to the Mr. Barker when ready to start their project this spring.

Public Comment on Agenda Items: Present to speak on Agenda Item #8 were: Martha Bennett, 109 N. 10th Pl.; Tom Salzsieder, 8938 County Rd. X in Forestville; Linda Barkin, 6580 S. Rocky Rd.; Ryan Zuehlke, 944 S. Ithaca Pl.; Steve Sullivan, 7054 County Rd. C; Connie Bordeaux, 928 N. 6th Ave.; Mark Schuster, 1247 N. 8th Ave.; Bonnie Smith, 310 N. 16th Dr.; Dan Cihlar, 1976 County Rd. U; Sigrid Slaby, 250 County Rd. S; Ann Thenell, 1201 Tacoma Beach Rd.; Barbara Pfeifer, 608 E. Walnut Dr.

Consideration to approve moving the Farm & Craft Market to Destination Sturgeon Bay's management: Cameryn Ehlers-Kwaterski, Executive Director, and Carly Sarkis, Marketing & Events Director, presented the plans and benefits of moving the market under DSB's umbrella that included an opportunity to increase the number of vendors (seasonal and daily), promote walkable Sturgeon Bay and open up parking in Market Square. They answered various questions raised by the committee/board members. City Administrator, Mr. VanLieshout, will prepare an agreement between the City and DSB for this management change. Ald. Gustafson felt a meeting with the SB Fire Department regarding the restrictions on the number of vendors allowed, was a very important piece in this process.

Mr. Morrow made a motion, seconded by Dir. Barker, to approve moving the Farm & Craft Market to Destination Sturgeon Bay's management.

All in favor. Carried.

Brief on Sunset Park's Bradley Lake: Director of Municipal Services, Mike Barker, presented details on a project on the first phase of improving the Bradley Lake where shoreline stabilization is a major component. He included estimated costs involved, where funds would come from and what's required to get it started. Mr. Barker answered questions from the committee/board and said that this would be an ongoing project but a good start.

Consideration to approve the Fishing Tournament Rules & Regulations: Ms. Kleist and Ald. Nault recused themselves from discussion and voting.

Dir. Barker revised suggested new rules/regs to encourage weigh-on-the-water rather than a requirement as the previous version included. Preferences would be given to weigh-on-the-water tournaments unless another tournament application had already been approved. Parking requirements will be enforced. All agreed that best practices important. He will meet with fishing tournament organizers, again, in the fall on new rules and regulations for 2023.


Dir. Barker made a motion and seconded by Mr. Husby, to approve changes to fishing rules as proposed.

All in favor. Carried.

Next Meeting Date: Wednesday, February 23, 2021 @ 5:30 P.M. – City Hall.

Motion by Ald. Gustafson and seconded by Mr. Husby to adjourn. All in favor. Carried. Meeting adjourned at 8:06 P.M.

Respectfully submitted,

A handwritten signature in black ink, reading "Patricia S. Quinn". The signature is fluid and cursive, with a long horizontal stroke at the end.

Patricia S. Quinn
Municipal Services Secretary



Kalin Montevideo
Assistant Fire Chief

CITY of STURGEON BAY FIRE DEPARTMENT

421 Michigan St
Sturgeon Bay, WI 54235

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

STURGEON BAY FIRE DEPARTMENT JANUARY 2022 FIRE REPORT

JANUARY INCIDENTS: 140
2022 TOTAL INCIDENTS: 140

INCIDENTS BY JURISTDICTION:

AVERAGE RESPONSE TIME:

CITY - East Side: 77 Year to Date: 77 EMERGENT: 3.37 Minutes NON-EMERGENT: 5.10 Minutes
64 – Medical Incident 02 – Vehicle Accident 01 – Carbon Monoxide Incident
01 – Cooking Fire 01 – Public Service Assistance 04 – Alarm/Detector Activation, No Fire
01 – Water Problem 01 – Haz Mat Incident 01 – Lock-Out
01 – Chimney Fire

CITY - West Side: 47 Year to Date: 47 EMERGENT: 3.58 Minutes NON-EMERGENT: 4.54 Minutes
40 – Medical Incident 01 – Gas Leak 01 – Carbon Monoxide Incident
02 – Smoke Scare/Odor of Smoke 02 – Vehicle Accident 01 – Extinguishing Agent Activation, No Fire

Town of Sevastopol: 03 Year to Date: 03 EMERGENT: 7.50 Minutes NON-EMERGENT: 8.14 Minutes
01 – Structure Fire 01 – Public Service Assistance 01 – Vehicle Accident

Town of Sturgeon Bay: 07 Year to Date: 07 EMERGENT: 9.17 Minutes NON-EMERGENT: 11.0 Minutes
07 – Medical Incident

MUTUAL AID/MABAS INCIDENTS

Brussels, Union, Gardner: 03 Year to Date: 03
01 – Structure Fire 01 – Fuel Burner/Boiler Malfunction 01 – Ice Rescue

Jacksonport: 03 Year to Date: 03
01 – Electrical Equipment/Wiring Problem 02 – Chimney Fire

INSPECTION REPORT:

	<u>Regular Inspections</u>	<u>Re Inspections</u>	<u>Occupancy Inspections</u>	<u>Hours</u>
Inspections – City of Sturgeon Bay:	<u>26</u>	<u>09</u>	<u>0</u>	<u>17.58</u>
Inspections – Town of Sevastopol:	<u>15</u>	<u>0</u>	<u>0</u>	<u>7.48</u>
Inspections – Town of Sturgeon Bay:	<u>01</u>	<u>0</u>	<u>0</u>	<u>.40</u>
Inspections – Town of Jacksonport:	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Sevastopol Burn Permit: Permits Issued for Month: 05 Year to Date Permits Issued: 05

SPECIAL REPORTS, TRAINING, AND MAINTENANCE

MAINTENANCE:

Firefighters conducted maintenance and repairs on SCBA units; removed decals and renumbered apparatus; inventory on apparatus; repaired the inverter on Engine 706; labeled and put new hose into service; performed annual gear inspections; repaired an air leak on Tender 712; ran wire for the heating system from the mezzanine to the basement; began annual flow tests on SCBA; installed new pump heater switch and lubricated pump valves on Engine 706; repaired exhaust hose on westside; removed all equipment from Brush 716 to get ready for sale; replaced facepiece rubber on SCBA masks; annual maintenance on the ice machine; labeling/inventorying rope bags; and installed emergency lights and wiring on trailer.

TRAINING:

173.57 hours of training was conducted in January. Firefighters trained with driver/operator procedures; ice rescue procedures and techniques; 3 firefighters continued Blue Card Command training (online); fire inspectors reviewed SPS code updates; and on-duty firefighters toured vessels at Bay Ship.

OTHER:

Fire Chief and AC attended City and other Town meetings; participated in winter lay-up tours/surveys in coordination with US Coast Guard for all vessels at Fincantieri Bay Ship and AC Montevideo provided CPR certification for 10 employees of Bay Ship.

Lt Mike Smith retired, Ethan Jorns was promoted to lieutenant and Kory Nell was promoted to Full-Time.

BEVERAGE OPERATOR LICENSES

1. **Bordeau, Molly L.**
2. **Hoffman, Caleb D.**
3. **Kruse, Samuel R.**
4. **Lemme, Angela M.**

CLASS A BEER & CLASS A LIQUOR LICENSE

Cherryland Oil & Investment LLC
Cherryland Mini Mart
1331 Green Bay Road
Sturgeon Bay, WI 54235
Agent: Basudev Adhikari
Dates: March 1, 2022 – June 30, 2022

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

We, the Joint Parks & Recreation Committee / Board, hereby recommend to engage the Sturgeon Bay School District to do capital planning efforts for Memorial Athletic Field Complex.

Respectfully submitted,

Joint Parks & Recreation Committee / Board
By: Helen Bacon, Chr.

RESOLVED, that the foregoing recommendation be adopted.

Dated: January 26, 2022

* * * * *

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

Passed by the Council on the _____ day of _____, 2022.



Joshua J. Van Lieshout
City Administrator

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

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

Memorandum

To: Park and Recreation Board

From: Josh Van Lieshout, Administrator

Re: City of Sturgeon Bay/ School District of Sturgeon Bay Athletic Fields

Date: January 21, 2022

Item: Sturgeon Bay High School Soccer / Track & Field

Discussion: In 2021 the Finance Committee and Park and Recreation Board were given a presentation concerning interest in the Community to improve City of Sturgeon Bay/ School District of Sturgeon Bay Athletic Fields. The Finance Committee approved a budget amendment to commission a study of the feasibility, scope and estimate of costs of such an undertaking. The budget amendment passed successfully and the process began.

Sturgeon Bay School District commissioned Mark Isaksen to complete the concepts and develop an opinion of probable cost. The concept plan and opinion of probable costs represent what could reasonably be accomplished on site, taking into consideration space, utilities, stormwater management, future needs, uses and academic campus plans. While there is a lot to feast on, a number of features shouldn't be main focus of attention. A project this size will require additional planning, consideration and incorporation into capital project plans and budgets.

The Sturgeon Bay School District has appointed a subcommittee to explore and develop an approach to the project, identify issues and concerns, and make recommendations for capital planning. The District has not committed any funds for construction.

For reference, I have included my memorandum of February 18, 2021 and other supporting documentation.

The Park and Recreation Board should weigh in on the concept; given the nature of the ownership and use of the site as a whole.

Recommendation: Acknowledge completion of the study, and refer to the Common Council for review of the concept plan and consider moving forward with refinement and capital planning.



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

Joshua J. Van Lieshout
City Administrator

5

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

Memorandum

To: Finance Committee

From: Josh Van Lieshout, Administrator

Re: Sturgeon Bay High School Soccer / Track & Field

Date: November 24, 2021

Item: Sturgeon Bay High School Soccer / Track & Field

Discussion: In February of this year the Finance Committee recommended a budget amendment to support the expense of evaluating the feasibility of upgrades to the jointly owned athletic facilities located on Michigan Street adjacent to Sturgeon Bay High School. The budget amendment passed successfully and the process for design concepts began.

Sturgeon Bay School District commissioned Mark Isaksen to complete the concepts and develop an opinion of probable cost. The concept plan and opinion of probable costs represent what could reasonably be accomplished on site, taking into consideration space, utilities, stormwater management, future needs, uses and academic campus plans. While there is a lot to feast on, a number of features shouldn't be main focus of attention. A project this size will require additional planning, consideration and incorporation into capital project plans and budgets.

The Sturgeon Bay School District has appointed a subcommittee to explore and develop an approach to the project, identify issues and concerns, and make recommendations for capital planning. The District has not committed any funds for construction.

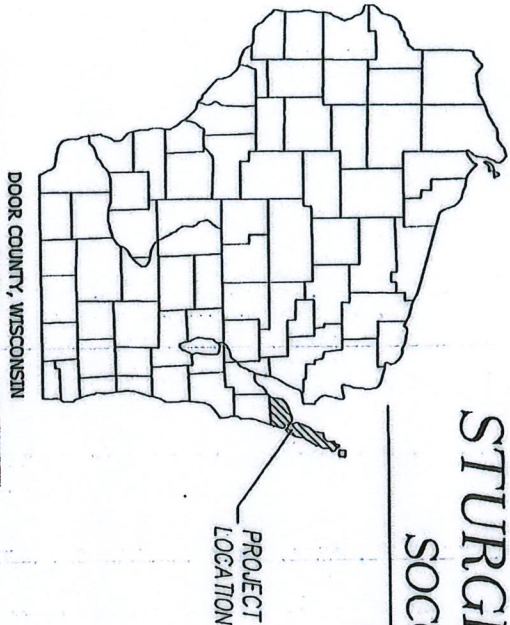
For reference, I have included my memorandum of February 18, 2021 and other supporting documentation.

The Park and Recreation Board should weigh in on the concept; given the nature of the ownership and use of the site as a whole.

Recommendation: Acknowledge completion of the study, and refer to the City's Park and Recreation Board for review of the concept plan.

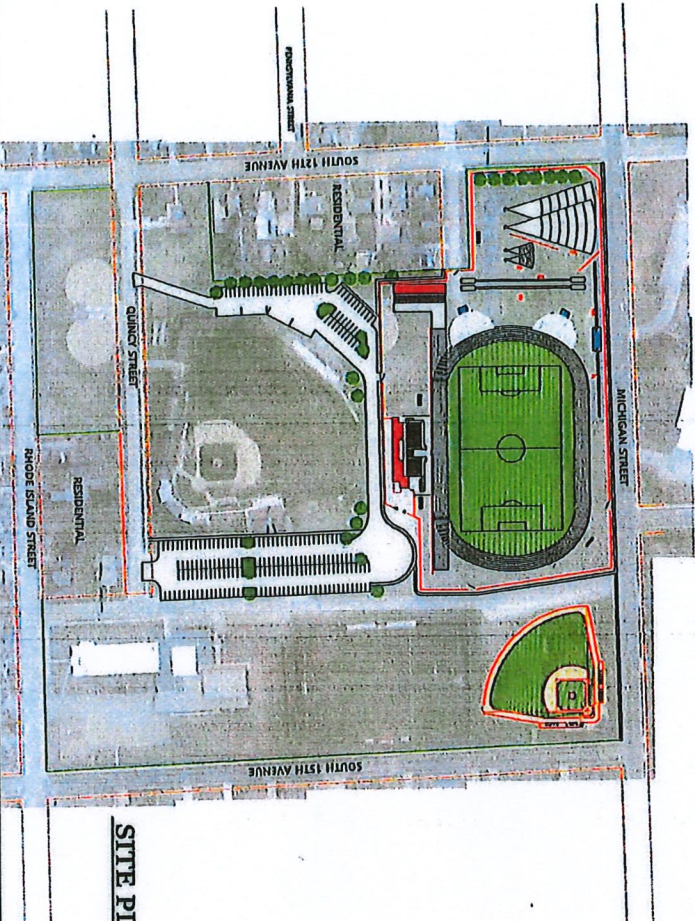
STURGEON BAY HIGH SCHOOL SOCCER AND TRACK & FIELD

CONCESSION STAND AND LOCKER ROOMS



DOOR COUNTY, WISCONSIN

PRELIMINARY SET - JUNE 28, 2021



SITE PLAN

SCOPE OF PROJECT

1. REMOVE:
 - A. REMOVE EXISTING TRACK
 - B. REMOVE EXISTING GIRLS SOFTBALL FIELD, BLOCK CONCESSIONS BUILDING, AND BLOCK DUGOUTS.
2. CONSTRUCT:
 - A. NEW TRACK (BROKE BACK DESIGN) AND FIELD EVENTS
 - B. NEW LOCKER ROOM AND CONCESSION BUILDING WITH PRESS BOX ABOVE
 - C. NEW BLEACHERS WITH 1100 PERSON CAPACITY
 - D. NEW PARKING LOTS, LIGHTING AND SIDEWALKS
3. UPGRADE AND REMODEL:
 - A. EXISTING SOFTBALL FIELD - NEW GRADING, DUGOUTS, LIGHTING, BLEACHERS, AND REMODEL EXISTING CONCESSION BUILDING.
4. ALTERNATE #1:
 - A. CONSTRUCT NEW SOFTBALL FIELD WITH DUGOUTS, BATING CAGES, AND BLEACHERS
 - B. CONSTRUCT NEW CONCESSION BUILDING

SCHEDULE OF DRAWINGS

ARCHITECTURAL	CIVIL
A1 - COVER SHEET	C101 - GRADING PLAN
A2 - SITE PLAN	
A3 - SITE PLAN	
A4 - LOCKER ROOM AND CONCESSION FLOOR PLAN, SECTION AND WALL DETAIL	
A5 - FOUNDATION PLAN AND ROOF SCHEMATIC	
A6 - BUILDING ELEVATIONS	P1 - PLUMBING PLAN - WATER SUPPLY AND WASTE & VENT PLAN
A7 - STORAGE BUILDING FLOOR PLAN AND FOUNDATION PLAN	P2 - PLUMBING DETAILS
A8 - RENOVATION OF EXISTING SOFTBALL FIELD	
A9 - ALTERNATE #1 SOFTBALL FIELD SITE PLAN	HVAC
A10 - CONCESSION BUILDING FLOOR PLAN AND ELEVATIONS	H1 - HVAC SCHEMATIC
A11 - ALTERNATE #1 BUILDING SECTIONS AND TRACK AND FIELD FENCE DETAILS	
A12 - ADA NOTES	

SBHS - SOCCER/TRACK AND FIELD
PRELIMINARY PLANS

STURGEON BAY

WISCONSIN

DATE: 6/28/21
PROJECT NO.: 17-007

DESIGNED BY: JMM
CHECKED BY: JMM

BY: _____

REV: _____

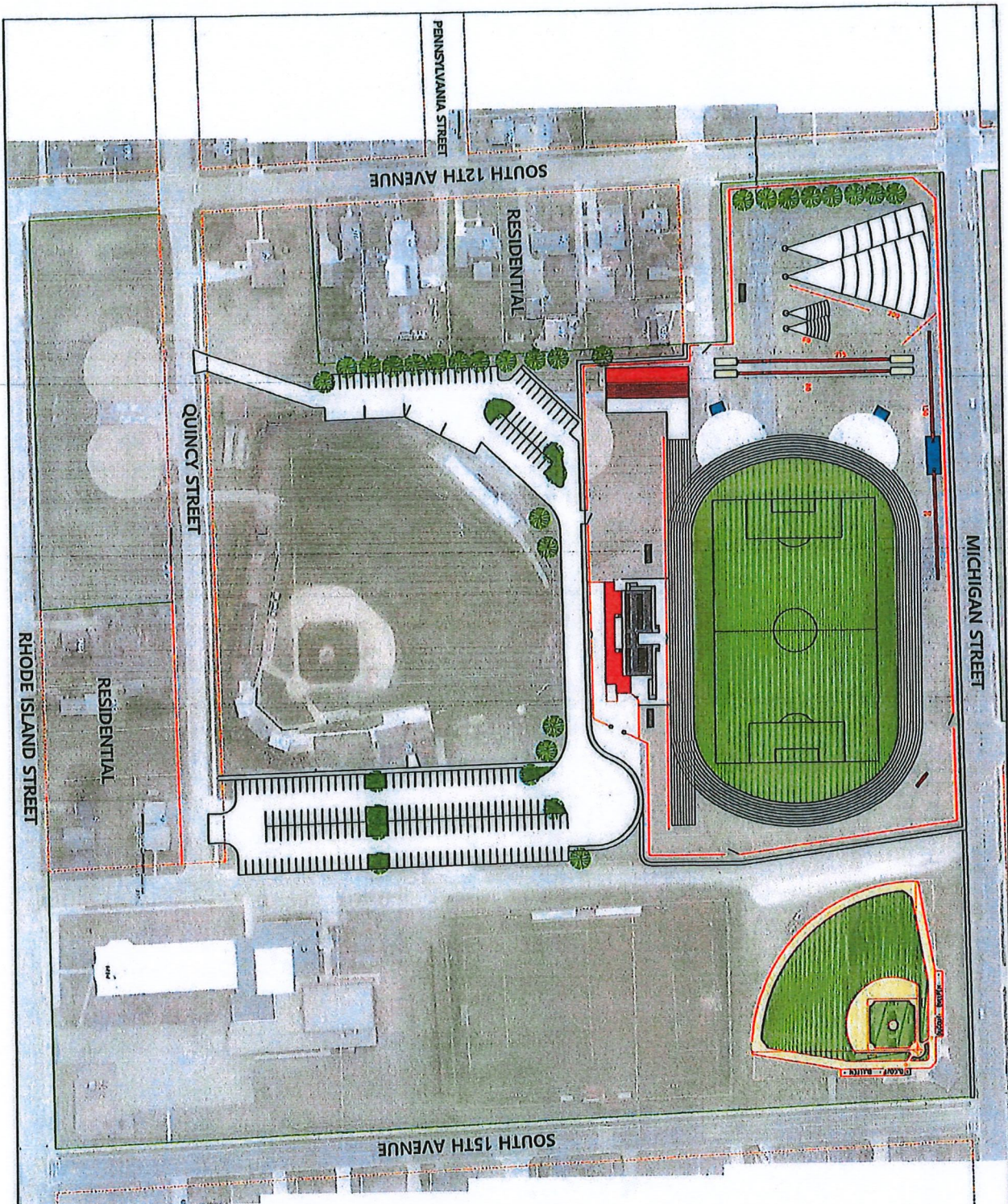
DATE: _____

DESCRIPTION: _____

MARC ISAKSEN DESIGN, L.L.C.

1009 EGO HARBOR RD, SUITE 114
STURGEON BAY, WISCONSIN 54783
PHONE: 920-855-5555
EMAIL: mdesign@marcisd.com

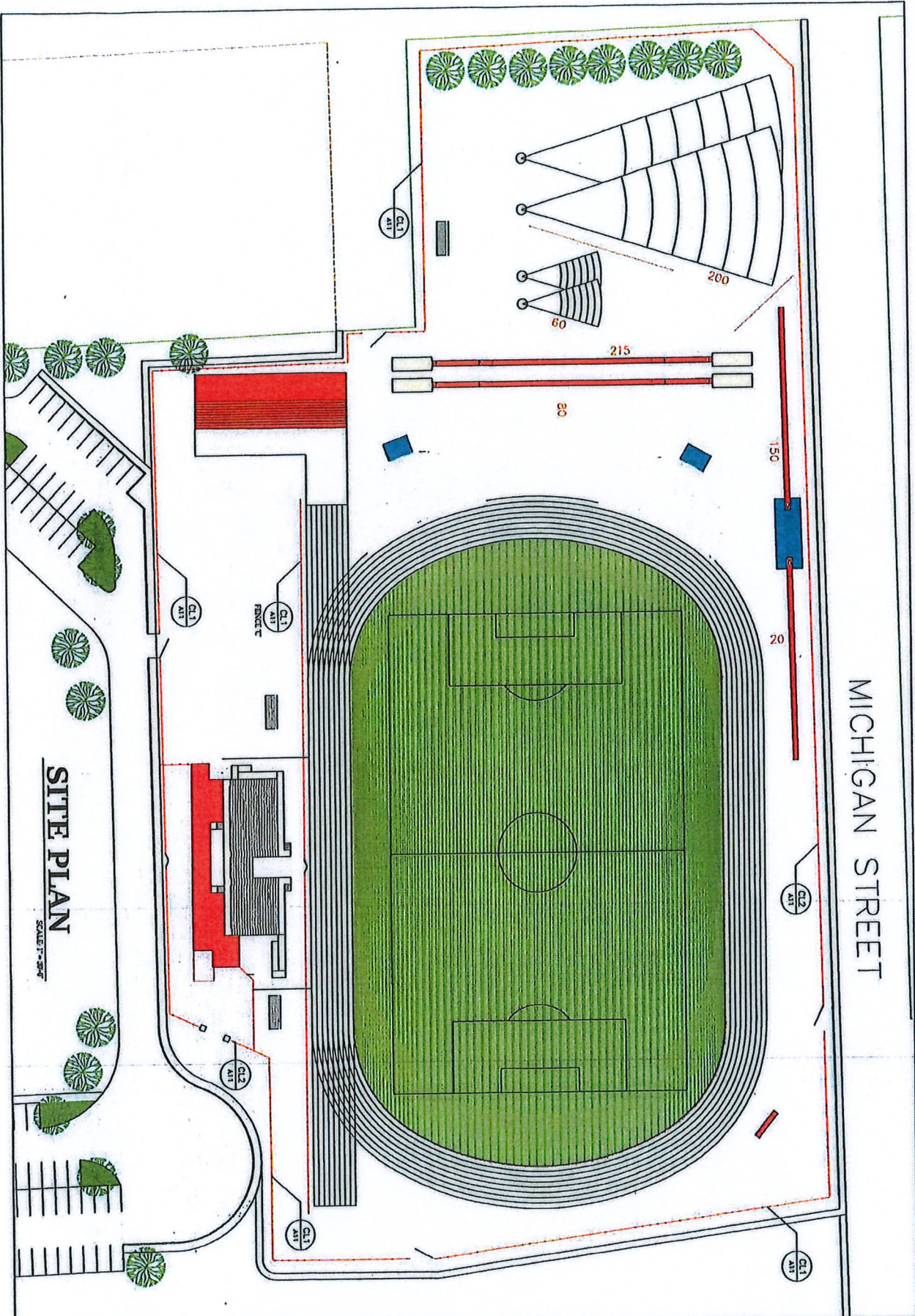
A1



SITE PLAN

SCALE: 1" = 60'

<p>A2</p>	<p>SBHS - SOCCER/TRACK AND FIELD PRELIMINARY PLANS</p>	<p>STURGEON BAY WISCONSIN</p>	<p>DATE 11-20-07</p>	<p>SCALE 1" = 60'</p>	<p>DESIGNED BY MIA</p>	<p>CHECKED BY MIA</p>	<p>REV DATE DESCRIPTION</p>	<p>BY</p>	<p>MARC ISAKSEN DESIGN, L.L.C. 1009 EGO HARBOR RD, SUITE 114 STURGEON BAY, WISCONSIN 54225 EMAIL: miderchitect@gmail.com PHONE: 920-559-7069 FAX: 920-743-3813</p>



PROJECT NAME: SBHS - Soccer/Track and Field
 OWNER: Sturgeon Bay School District
 ARCHITECT: Marc Isaksen Design LLC.
 LOCATION: Bay Ship Field, Sturgeon Bay, WI 54235
 DATE: 09/22/21

BUDGET/PLANS DATED
 BUDGET/SPECS DATED
 SF (NEW)

06/28/21
 NA
 NA

DESCRIPTION	\$ VALUE	Notes
BASE BID		
CONCESSION/LOCKERS/PRESSBOX BUILDING	\$ 2,400,000.00	
PRESSBOX		
BLEACHERS		
EXTERIOR CONCRETE		
STORAGE BUILDING	\$ 800,000.00	
BUILDING		
MECHANICAL/ELECTRICAL/PLUMBING		
EXTERIOR CONCRETE		
SOFTBALL CONCESSION BUILDING - RENOVATION	\$ 165,000.00	
SIDING/ROOF		
INTERIOR		
DUGOUTS	\$ 85,000.00	
CONCRETE/BLOCK/ROOF		
PARKING LOT	\$ 525,000.00	
ASPHALT		
CURB/GUTTER		
LANDSCAPING		
SOCCER FIELD	\$ 1,965,000.00	
FIELD LIGHTING		
TURF FIELD		
SCOREBOARD/SOUND SYSTEM		
SOCCER SHELTERS		
SOFTBALL FIELD - RENOVATION	\$ 163,000.00	
STRIP/RE-GRADE		
NEW INFIELD		
SOD OUTFIELD		
NEW BASES		
TRACK AND FIELD	\$ 2,100,000.00	
NEW TRACK CONSTRUCTION		
TRACK EVENT EQUIPMENT		
SITWORK	\$ 1,430,000.00	
EARTHWORK		
UTILITIES		
FENCING		
LANDSCAPING		
SIDEWALKS		
DEMOLITION		
BASE BID - SUBTOTAL	\$ 9,633,000.00	

ALTERNATE #1

SOFTBALL CONCESSION BUILDING	\$ 878,000.00	ALTERNATE #1
BUILDING		
EXTERIOR PATIO		
SOFTBALL FIELD - NEW	\$ 660,000.00	ALTERNATE #1
FIELD LIGHTING		
INFIELD MIX		
DEMO AND SITEWORK		
SOD OUTFIELD		
NEW BASES/PITCHING RUBBER		
FENCES AND BACKSTOP		
BULLPENS		
IRRIGATION		
OUTFIELD BARRIER NETS		
FOUL POLES		
BLEACHERS/SCORE BOOTH		
ALTERNATE BID - SUBTOTAL	\$ 1,538,000.00	
CONSTRUCTION GRAND TOTAL	\$ 11,171,000.00	

EXCLUSIONS:
 HIGH DENSITY STORAGE
 WALK-IN COOLER.FREEZER
 FF&E



MEMO

To: Finance Committee
From: Josh Van Lieshout, City Administrator
Date: February 18, 2021
Subject: Proposal and Request for Support of Preliminary Planning Study-Sturgeon Bay Athletic Fields

For the last several years there has been a quiet effort to build support for the idea of reinvesting in an improving the athletic fields located adjacent to Sturgeon Bay School Campuses on Michigan Street and 15th Avenue. As that effort has matured gone through various concepts a the need for a in-depth analysis of the topographic, surface, and subsurface site conditions has emerged to move from the idea stage to plan development and capital campaign phases.

Previously the City has participated in and reviewed requests concerning the right of way at South 14th Avenue and Oregon Street, which ultimately are within and cross the athletic field area.

The athletic fields themselves are really comprised of several small parcels and right of way, some of which are owned and maintained by the City, others by Sturgeon Bay School District. The soccer field actually crosses property boundaries. On the attached map, the parcels outlined in yellow are City owned, the rights of way are outlined by thin white lines.

Through the years the City has made a number of improvements to the property, altered maintenance approaches including lighting, drainage, fencing and similar investments.

To be perfectly clear this is not a request for consideration of any specific capital improvements or project financing, but rather financial support to pursue technical analysis and budgeting. There are not any specific funds set aside in the 2021 Budget, however there is a modest contingency that could be applied as well as the likelihood of other future budgeted savings that can be applied later in the fiscal year to cover the City's contribution to the effort.

Should the Finance Committee choose to make a recommendation to go forward, a written statement of understanding, will be drafted to clearly define responsibilities between the institutions and athletic clubs and returned for approval.

January 13, 2021

To: Mayor David Ward
City Administrator Josh VanLieshout

From: Friends of Sturgeon Bay Athletics

Re: Request for Funding

Several years ago a few parents were having a conversation at a track meet regarding sport facilities and the condition of our facility compared to those we were competing at. This conversation developed into an idea to see if it would be possible to improve the facilities in Sturgeon Bay into a Sports Complex that would benefit not only our current and future students, but also our community as a whole.

Throughout the years, updates have been made to some of the athletic fields. Around 2012, enhancements were made to Memorial Field that included lighting, a new press box, bleachers, trees and concrete around the sports area. This project was a joint effort between the School District of Sturgeon Bay, Sturgeon Bay Utilities, and the City of Sturgeon Bay to secure the funds needed to make the improvements.

Soccer began at Sturgeon Bay as a co-ed cooperative program with Sevastopol and Southern Door a number of years ago. In 1990, soccer became a varsity sport at Sturgeon Bay. Although Clark Field has seen some updates over the years, the soccer field currently has poor drainage; as a result of this and other factors, there have been times when games have been cancelled or moved to a different facility in Green Bay. In the fall of 2019 for example, coaching staff members spent a lot of time pumping standing water off the field to try to have a home field to play on. Unfortunately this did not always work, so there were times the team traveled to a facility in Green Bay to play their home games.

During the girl's soccer season, which occurs in the spring, the field is often not playable and home games are often moved to the Door County Fairgrounds, but unfortunately there is no lighting, adequate bleachers, or a sound system there. So, although the soccer teams have what appears to be a nice looking facility and field from the outside, the condition of the field does not always allow for Clark Field to be the team's true "Home Field."

The track has been in poor condition for some time as well. We are currently one of only two high schools in all of Door and Kewaunee County (as well as the Packerland Conference) that does not have a rubberized track surface. The only other school besides Sturgeon Bay that uses a blacktop track is Sevastopol, and they are in the development stages of installing a new rubberized track. There are areas of the track that have 3" wide cracks which pose a safety concern for the athletes for both meets and practices. The sprinters, as well as relay and hurdle athletes, travel to Algoma and Southern Door to practice at their facilities when the team is preparing for regional, sectional and state meets. Additionally, Sturgeon Bay has not hosted a home track meet since 2017 due to the condition of the track. According to WIAA guidelines, with the present condition of the track, the school would not be allowed to hold a regional or

sectional meet due to the track having a blacktop surface and not having an automated timing system.

Since Sturgeon Bay School is land-locked, we have had to work with the space available to try to develop a plan that is able to provide the necessary improvements. We have worked with Marc Isaksen who grew up in Door County and he has generously given his time to help develop a plan that we feel would fit in the area we have to work with. We have met with several coaches, the athletic director, parents, athletes and members of the community to ask for their input as to what they would like to see in a new sports complex and Marc has been able to fit their needs into the plan.

The new complex design includes the following:

- A rubberized 8-lane track, which can also be used by the middle and high school Physical Education classes.
- A turf infield that can be used by both the boys and girls soccer teams.
- An updated girls' softball field relocated to Jaycee Field to better utilize that area of the property.
- Dry locker rooms and an athletic training room would be placed on the south side of the track to allow access for the football team as well as the soccer teams, since they do not currently have a locker room facility adjacent to their field.
- A press box, concession stand and new bleachers are part of the plans as well.

The area where the sport facilities are located is owned in part by the City of Sturgeon Bay and in part by the School District of Sturgeon Bay. Because of this unique arrangement and the vision we have, we want to make this facility a benefit to not only the children in our school district, but the community as a whole. If a new complex is built, the high school would be able to host regional and sectional track meets, which would bring more visitors. Soccer tournaments could also be held at the new facility since there will be multiple fields to compete on and camps could be offered. Overall, the ability to host larger events should bring more people to the community to dine, shop, and stay overnight. An improved recreational or sports complex can also help draw new people to the City of Sturgeon Bay who are considering quality places to relocate.

We are looking to move forward with this project. The first step is to conduct a pre-engineering study which will include an overall site plan, preliminary site grading information, drainage concepts, floor plans, elevations, etc. as well as providing us with a preliminary budget for the project. The cost for the preliminary and conceptual drawings is \$32,500. We have already secured \$5,000 from Sturgeon Bay Booster Club for this project. We are asking the City of Sturgeon Bay if you would consider donating \$10,000 towards this project. If we are able to secure these funds, the School District of Sturgeon Bay has pledged \$17,500 to allow us to move forward with this project.

We understand that progress can be a long road at times and it takes the support of many to make a change. We also understand that there are economic factors that may not make this the

"perfect time" to move forward. However, we believe this project will benefit the community for generations to come.

My father ran on the school's original cinder track. My son and I both competed on the current blacktop track during high school. My daughter has been able to play on the varsity soccer field. Perhaps some day after my kids are grown, they will move back to the Sturgeon Bay community to raise their family, and it will be their children who will have the opportunity to compete on these new facilities.

Sincerely,

Dan Lentus

Friends of Sturgeon Bay Athletics Member

Athletic Fields

Printed 02/18/2021 courtesy of Door County Land Information Office

... from the Web Map of ...
(www.co.door.wi.gov)



Door County, Wisconsin
... for all seasons!



Door County can not and does not make any representation regarding the accuracy or completeness, nor the error-free nature, of information depicted on this map. This information is provided to users "as is". The user of this information assumes any and all risks associated with this information. Door County makes no warranty or representation, either express or implied, as to the accuracy, completeness, or fitness for a particular purpose of this information. The Web Map is only a compilation of information and is NOT to be considered a legally recorded map or a legal land survey to be relied upon.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend the Common Council approve the changes to Section 4.02 of the Municipal Code – Appointment of Emergency Services Management Director as follows:

4.01 – Policy and Purpose

A joint action ordinance of the Door County Board providing for a county-municipal joint action emergency services plan of organization was adopted by such county board on October 1, 1986. This ordinance is made a part hereof by reference and is hereby ratified and accepted by the city. This ratification and acceptance of the joint action ordinance shall constitute a mutual agreement between the city and Door County as provided by section 3 of the joint action ordinance.

4.02 – Appointment of emergency services management director.

The county ~~municipal services emergency management~~ director, appointed and employed by the Door County Board as provided in the referenced Door County joint action ordinance, is hereby designated and appointed emergency services management director for the city, subject to the conditions and provisions as set forth in the Wisconsin Statutes and the Door County joint action ordinance.

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: February 3, 2022

* * * * *

Introduced by _____.

Moved by Alderperson _____, seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2022.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend the Common Council approve the changes to Section 3.01(1) and (2) of the Municipal Code – Preparation of Tax Roll and Tax Receipts as follows:

- (1) Tax roll. Pursuant to § 70.65(2), Wis. Stats., the clerk-treasurer shall, in computing the tax roll, insert only the aggregate amount of state, county, local, school and other general property taxes minus credits applied under § 79.10(9), Wis. Stats., except credits determined under § 79.10(7m), Wis. Stats., in a single column in the roll opposite the parcel or tract of land against which the tax is levied, or, in the case of personal property, in a single column opposite the name of the person against whom the tax is levied. Each tax bill or receipt shall show the purpose for which the taxes are to be used, giving the breakdown for state, county, local, school and other general property taxes. The tax roll shall indicate all corrections made under §§ 70.43 and 70.44, Wis. Stats.
- (2) Tax receipts. Pursuant to § 74.19, Wis. Stats., the city clerk-treasurer shall enter in each tax receipt given by the county clerk for the payment of taxes the name of the person paying the taxes, if that person is not the owner of the property taxed, the date of payment and the aggregate amount of taxes paid. Tax receipts shall be signed, and a duplicate kept by the city clerk-treasurer, after noting the payment of taxes upon the tax roll. The clerk-treasurer shall then deliver the receipt to the appropriate person.

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: February 3, 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: Ordinances repealing and recreating the following sections of the municipal code:
Preparation of tax roll and tax receipts - 3.01(1) and (2)
Reimbursement of expenses - 3.035(1) and (2)(a)
Access to public records 3.085(2)
Disposition of municipal property and remittance of funds - 3.09(1) and (2)

BACKGROUND: When the aforementioned ordinances were created, the City Treasurer and City Clerk positions were combined. Since then, the positions have been separated. As ordinances have gone through changes, staff has worked to clean up the verbiage related to when the positions were combined. However, some ordinances have not required changes for some time and still reflect the combined position. Staff is presenting this item at this time to clean up the language.

FISCAL IMPACT: Minimal cost to codify the ordinance changes.

OPTIONS:

- 1) Accept the proposed language changes to sections 3.01(1) and (2), 3.035(1) and (2)(a), 3.085(2), and 3.09(1) and (2) of the municipal code, removing references to the combined Clerk/Treasurer position. Thereby, recognizing the assignment of duties to the specific positions of either the Clerk or Treasurer. (see attached)
- 2) Deny the request to accept the proposed language changes to sections 3.01(1) and (2), 3.035(1) and (2)(a), 3.085(2), and 3.09(1) and (2) of the municipal code, removing references to the combined Clerk/Treasurer position.

RECOMMENDATION: Accept the proposed language changes to sections 3.01(1) and (2), 3.035(1) and (2)(a), 3.085(2), and 3.09(1) and (2) of the municipal code, removing references to the combined Clerk/Treasurer position.

PREPARED BY: Valerie J. Clarizio
Valerie J. Clarizio
Finance Director/City Treasurer

1/27/22
Date

REVIEWED BY: Stephanie L. Reinhardt
Stephanie L. Reinhardt
City Clerk/Human Resource Director

1/27/2022
Date

APPROVED BY: Josh VanLieshout
Josh VanLieshout
City Administrator

1/27/2022
Date

ORINDANCE NO. _____

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

SECTION 1: Section 3.01(1) and (2) of the Municipal Code of the City of Sturgeon Bay, Wisconsin is hereby repealed and recreated to read as follows:

- (1) Tax roll. Pursuant to § 70.65(2), Wis. Stats., the clerk shall, in computing the tax roll, insert only the aggregate amount of state, county, local, school and other general property taxes minus credits applied under § 79.10(9), Wis. Stats., except credits determined under § 79.10(7m), Wis. Stats., in a single column in the roll opposite the parcel or tract of land against which the tax is levied, or, in the case of personal property, in a single column opposite the name of the person against whom the tax is levied. Each tax bill or receipt shall show the purpose for which the taxes are to be used, giving the breakdown for state, county, local, school and other general property taxes. The tax roll shall indicate all corrections made under §§ 70.43 and 70.44, Wis. Stats.
- (2) Tax receipts. Pursuant to § 74.19, Wis. Stats., the city treasurer shall enter in each tax receipt given by the county clerk for the payment of taxes the name of the person paying the taxes, if that person is not the owner of the property taxed, the date of payment and the aggregate amount of taxes paid. Tax receipts shall be signed, and a duplicate kept by the city treasurer, after noting the payment of taxes upon the tax roll. The treasurer shall then deliver the receipt to the appropriate person.

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

Approved:

David J. Ward, Mayor

Attest:

Stephanie L. Reinhardt, City Clerk

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend the Common Council approve the changes to Section 3.035(1) and (2)(a) of the Municipal Code – Reimbursement of Expenses as follows:

- (1) [Authorization to charge for reimbursement.] The city clerk-treasurer is authorized to charge for reimbursement of expenses incurred on behalf of and for the benefit of third parties for services rendered by the city. These reimbursable expenses include, but are not limited to:
 - (a) Legal, consulting, and incidental expenses. Any expenses associated with service demands related to legal, consulting, and incidental services. These expenses include but are not limited to:
 1. Mortgages and related documentation prepared by the city attorney for property transactions.
 2. Drafting and recording of documents for street vacation not initiated by the city.
 3. Drafting of ordinances related to zoning.
 4. Costs associated with annexations.
 5. Recording fees for planned unit developments and related zoning and subdivision actions.
 6. Legal publication, hearing notices, and postage.
 7. Engineering, planning, financial, and related consultants' reviews, studies, and inspections.
 8. Any other fees associated with service demands by third parties not specifically related to general governmental services.
 - (b) Special events expenses. Any expenses associated with service demands related to special events. These expenses include but are not limited to:
 1. Labor, equipment, and materials used before, during and after special events.
 2. Garbage/refuse and recycling pickup and disposal.
 3. Legal services related to event.
 4. Drafting of documents related to event.
 5. Administrative costs associated with service demands related to special events.
 6. Any other fees associated with service demands related to special events.
- (2) Fees/deposit.
 - (a) Fees can only be charged upon prior notice to the petitioner who must sign an agreement to reimburse prior to initiating action. Prior to initiating any action, the department where petition is initiated shall secure the signed reimbursement agreement from petitioner and forward it to city clerk-treasurer.
 - (b) Deposit. If reimbursement costs are estimated to be over \$250.00, a deposit in the estimated amount may be required by the city prior to initiating action. Petitioner shall pay for all costs that exceed deposit amount, and petitioner shall be reimbursed if

deposit amount exceeds costs.

- (3) Failure to pay fees. If the fee is not paid within 30 days of the date of the mailing of the invoice, an additional administrative collection charge of ten percent of the total fee shall be added to the amount due, plus interest shall accrue thereon at the rate of 1.5 percent per month or fraction thereof until paid. To the extent permitted by law, if the petitioner is the owner of the real estate for which the services are incurred, any delinquent fees shall be extended upon the current or the next tax roll as a special charge against the real estate premises for current services.

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: February 3, 2022

* * * * *

Introduced by _____.

Moved by Alderperson _____, seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2022.

ORINDANCE NO. _____

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

SECTION 1: Section 3.035(1) and (2)(a) of the Municipal Code of the City of Sturgeon Bay, Wisconsin is hereby repealed and recreated to read as follows:

(1) [Authorization to charge for reimbursement.] The city treasurer is authorized to charge for reimbursement of expenses incurred on behalf of and for the benefit of third parties for services rendered by the city. These reimbursable expenses include, but are not limited to:

(a) Legal, consulting, and incidental expenses. Any expenses associated with service demands related to legal, consulting, and incidental services. These expenses include but are not limited to:

1. Mortgages and related documentation prepared by the city attorney for property transactions.
2. Drafting and recording of documents for street vacation not initiated by the city.
3. Drafting of ordinances related to zoning.
4. Costs associated with annexations.
5. Recording fees for planned unit developments and related zoning and subdivision actions.
6. Legal publication, hearing notices, and postage.
7. Engineering, planning, financial, and related consultants' reviews, studies, and inspections.
8. Any other fees associated with service demands by third parties not specifically related to general governmental services.

(b) Special events expenses. Any expenses associated with service demands related to special events. These expenses include but are not limited to:

1. Labor, equipment, and materials used before, during and after special events.
2. Garbage/refuse and recycling pickup and disposal.
3. Legal services related to event.
4. Drafting of documents related to event.
5. Administrative costs associated with service demands related to special events.
6. Any other fees associated with service demands related to special events.

(2) Fees/deposit.

(a) Fees. Fees can only be charged upon prior notice to the petitioner who must sign an agreement to reimburse prior to initiating action. Prior to initiating any action, the department where petition is initiated shall secure the signed reimbursement agreement from petitioner and forward it to city treasurer.

(b) Deposit. If reimbursement costs are estimated to be over \$250.00, a deposit in the estimated amount may be required by the city prior to initiating action. Petitioner shall pay for all costs that exceed deposit amount, and petitioner shall be reimbursed if

deposit amount exceeds costs.

- (3) Failure to pay fees. If the fee is not paid within 30 days of the date of the mailing of the invoice, an additional administrative collection charge of ten percent of the total fee shall be added to the amount due, plus interest shall accrue thereon at the rate of 1.5 percent per month or fraction thereof until paid. To the extent permitted by law, if the petitioner is the owner of the real estate for which the services are incurred, any delinquent fees shall be extended upon the current or the next tax roll as a special charge against the real estate premises for current services.

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

Approved:

David J. Ward, Mayor

Attest:

Stephanie L. Reinhardt, City Clerk

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend the Common Council approve the changes to Section 3.085(1) and (2) of the Municipal Code – Access to Public Records as follows:

- (1) All official records created, kept and maintained for the city by its officers, departments and agencies are hereby declared to be public records available for public inspection and copying during regular business hours, **and provided as soon as practicable and without delay**, except as follows:
 - (a) Records and minutes resulting from closed meeting sessions which are not approved for general publication by the mayor, city administrator or city attorney.
 - (b) Police investigative reports and evidence accumulated for ongoing police investigations and police business.
 - (c) Any records prohibited from public dissemination in accordance with state or federal laws.
 - (d) Those records exempted pursuant to § 19.35, Wis. Stats. or other applicable law.
- (2) The city clerk-**treasurer** is authorized to charge the following fees for copying of public records:
 - (a) Twenty-five cents per page of copied public records for letter size and legal size. Costs will be adjusted for large size copies or other materials.
 - (b) Actual salary expenses per hour or portion thereof administrative time for research of public records.

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: February 3, 2022

Introduced by _____.

Moved by Alderperson _____, seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2022.

ORDINANCE NO. _____

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

SECTION 1: Section 3.085(1) and (2) of the Municipal Code of the City of Sturgeon Bay, Wisconsin is hereby repealed and recreated to read as follows:

- (1) All official records created, kept and maintained for the city by its officers, departments and agencies are hereby declared to be public records available for public inspection and copying during regular business hours, and provided as soon as practicable and without delay, except as follows:
 - (a) Records and minutes resulting from closed meeting sessions which are not approved for general publication by the mayor, city administrator or city attorney.
 - (b) Police investigative reports and evidence accumulated for ongoing police investigations and police business.
 - (c) Any records prohibited from public dissemination in accordance with state or federal laws.
 - (d) Those records exempted pursuant to § 19.35, Wis. Stats. or other applicable law.
- (2) The city clerk is authorized to charge the following fees for copying of public records:
 - (a) Twenty-five cents per page of copied public records for letter size and legal size. Costs will be adjusted for large size copies or other materials.
 - (b) Actual salary expenses per hour or portion thereof administrative time for research of public records.

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

Approved:

David J. Ward, Mayor

Attest:

Stephanie L. Reinhardt, City Clerk

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend the Common Council approve the changes to Section 3.09(1) and (2) of the Municipal Code – Disposition of Municipal Property and Remittance of Funds as follows:

The general policy of the city shall be that any city property of any value, not otherwise regulated as to disposition and remittance of funds, shall be regulated as herein provided:

- (1) Disposal of property. The authorized agent, commission or committee of the council shall dispose of the specific city property in the best interests of the city. Such agent, commission or committee shall, upon disposition, report to the council as to the method and details of such disposition. The report shall be in writing, and an additional copy shall be supplied to the city clerk-treasurer for recordkeeping purposes.
- (2) Remittance of funds. Any funds received pursuant hereto shall be turned over to the city clerk-treasurer. The city clerk-treasurer shall issue a receipt therefor to the person remitting the funds. The funds shall be a general receipt of the city unless the original authority to sell or subsequent council action directs that the funds be otherwise accounted for.
- (3) Personal benefit to agent prohibited. No person who shall be the agent for disposition as herein called for, or who serves on a commission or committee which has the responsibility for disposition as herein called for, shall directly or indirectly benefit in any way from such disposition; nor may such person be involved directly or indirectly except as the seller's agent in the ultimate disposition of such property.
- (4) Penalties. Any person who violates such prohibitions as expressed in subsection (3) shall be subject to the penalties as provided for in this Code; in addition, such person shall have been deemed to have violated the ethics of his/her office and shall be subject to removal from office for cause as provided for by state law.

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: February 3, 2022

* * * * *

Introduced by _____.

Moved by Alderperson _____, seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2022.

ORDINANCE NO. _____

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

SECTION 1: Section 3.09 (1) and (2) of the Municipal Code of the City of Sturgeon Bay, Wisconsin is hereby repealed and recreated to read as follows:

The general policy of the city shall be that any city property of any value, not otherwise regulated as to disposition and remittance of funds, shall be regulated as herein provided:

- (1) Disposal of property. The authorized agent, commission or committee of the council shall dispose of the specific city property in the best interests of the city. Such agent, commission or committee shall, upon disposition, report to the council as to the method and details of such disposition. The report shall be in writing, and an additional copy shall be supplied to the city treasurer for recordkeeping purposes.
- (2) Remittance of funds. Any funds received pursuant hereto shall be turned over to the city treasurer. The city treasurer shall issue a receipt therefor to the person remitting the funds. The funds shall be a general receipt of the city unless the original authority to sell or subsequent council action directs that the funds be otherwise accounted for.
- (3) Personal benefit to agent prohibited. No person who shall be the agent for disposition as herein called for, or who serves on a commission or committee which has the responsibility for disposition as herein called for, shall directly or indirectly benefit in any way from such disposition; nor may such person be involved directly or indirectly except as the seller's agent in the ultimate disposition of such property.
- (4) Penalties. Any person who violates such prohibitions as expressed in subsection (3) shall be subject to the penalties as provided for in this Code; in addition, such person shall have been deemed to have violated the ethics of his/her office and shall be subject to removal from office for cause as provided for by state law.

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

Approved:

David J. Ward, Mayor

Attest:

Stephanie L. Reinhardt, City Clerk

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

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the purchase of the Breathing Air Cascade System with Compressor from Jefferson Fire at a cost to be covered 100% by grant funding in the amount of \$45,000.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: February 8, 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: Purchase a Dive / Breathing Air Cascade System with compressor.

BACKGROUND: Sturgeon Bay Police Department / Door County ALERT Dive Team was awarded a \$45,000.00 grant. The Breathing Air Cascade System will consist of Air Tank Storage (the cascade system bottles), a Fill Containment Station with Air Control Panel, and a Portable Compressor. We placed a request for bids on the City of Sturgeon Bay website as well.

Jefferson Fire
(Middleton, WI) \$46,597.65

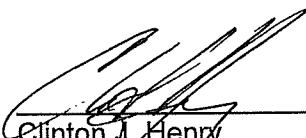
Nuvair
(Oxnard, CA) \$46,461.87

Resolve Specialty Products
(Menasha, WI) No Response

FISCAL IMPACT: None. Cuts will be made to the bids in certain areas, so the cost will come it at the allotted \$45,000 grant. This will cover 100% of the purchase, costing the City of Sturgeon Bay no funds.

RECOMMENDATIONS: Approve the purchase of the Breathing Air Cascade System, with compressor, at the covered \$45,000.00 by the grant from Jefferson Fire. Reasons: Jefferson Fire is a local Wisconsin company that can provide technical, mechanical, and any service support. The equipment / fill station bid by Jefferson Fire is more compatible and easier for the SCUBA tanks to be filled (two at a time, instead of one at a time). The bid also allows for labor and on-site instillation.

PREPARED BY:

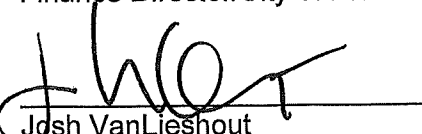

Clinton J. Henry
Chief Sturgeon Bay Police Department
Date 2-4-22

REVIEWED BY:

Valerie Clarizio
Finance Director/City Treasurer

Date

APPROVED BY:


Josh VanLieshout
City Administrator

2/4/22

Date



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.

STURGEON BAY DIVE TEAM HISTORY

To: Common Council
From: Chief Clinton Henry
Ref: Mobile Cascade and Compressor System

The Sturgeon Bay Police Department began a dive team in the spring of 2005. At inception, the team consisted of one diver. We all know it is difficult to have a team if there is only one member, therefore, an additional Sturgeon Bay officer was added and we joined forces with the Door County Sheriff's Department. The dive team was then comprised of 5 divers and 2 surface support staff.

In 2005, the United States Government provided funding to local law enforcement agencies to counter terrorism. The U.S. Department of Homeland Security identified key areas needing improvement to help deter terrorist attacks; one of the identified areas was U.S. shipping ports. In an effort to harden certain targets, the Department of Homeland Security offered grants for training and equipment to local law enforcement. The State of Wisconsin received grant money and secured a company called A-T Solutions Incorporated to provide an underwater hazardous device search course.

Milwaukee, Marinette, Superior and our local dive team received the training here in Sturgeon Bay. The course was intensive and consisted of 40 hours preparing the attendees on how to locate, identify and mark underwater hazards, including explosives. Teams attending, received training aids to allow for future training and to train new members. These teams completing the training received the title of an anti-terrorist dive team.

While maintaining our status as an anti-terrorist dive team, Sturgeon Bay was able to write and receive several port security grants which helped in outfitting our divers with state-of-the-art dive equipment. This equipment not only protects our members, it allows the divers to be efficient in limiting their exposure to dangerous underwater conditions. Additionally, the funding has allowed the team to expand its membership, adding more divers and surface personnel. Currently, we have 10 public safety certified divers and 3 surface support staff on the team. This enhanced team consists of personnel from the Door County Sheriff's Department, Door County Emergency Services, Wisconsin State Patrol, Wisconsin Department of Natural Resources, Sturgeon Bay Fire Department and Sturgeon Bay Police Department.

As is the case in most governmental sponsored initiatives, the U.S. Department of Homeland Security grant money became difficult to obtain. Sturgeon Bay was able to sustain the dive team without receiving the port security grants, however, we were not able to add additional equipment to progress the team. That is until we approached Wisconsin Emergency Management (WEM) with our concerns. Chief Porter and I were able to secure a meeting with

WEM to share these concerns relating to lack of funding for dive teams. The reason we approached WEM was they had already designated Aligned Law Enforcement Response Teams (ALERT) for SWAT and Bomb. We explained why dive teams are needed throughout Wisconsin as they find and recover evidence, map and sketch underwater crime scenes, rescue and recover victims, search critical infrastructure and harden targets with our underwater hazard mitigation. Few dive teams in Wisconsin have the capabilities to respond to all of the aforementioned situations. To our surprise, WEM agreed and formalized 5 ALERT dive teams in 2016. The teams selected include Superior PD, Marathon County, Brown County, Milwaukee PD and Sturgeon Bay PD. (WEM has since added LaCrosse County).

ALERT teams meet quarterly to discuss recent cases, training and equipment. The meetings allow the teams to discuss what is working well, and areas that need improvement. When equipment needs are identified, WEM assesses the request and determines what equipment will be purchased and who will receive it. Just in the last 5 years Sturgeon Bay has received over \$50,000 in dive gear, and \$10,000 in training. The equipment we are proposing for purchase today was identified by ALERT as a need; therefore, Sturgeon Bay was designated to receive grant money to purchase the mobile cascade and compressor system.

The system will allow the dive team to have unlimited air supply on scene, allowing for the divers to complete the dive safely without interruption. The mobile cascade and compressor system will work in tandem with our surface supplied air station, which will allow divers to remain in the water without the need to return to the surface to change scuba tanks. During public safety diving, there is potential for a diver to get entangled or caught on debris. This becomes an emergency if the diver has a limited air supply, especially if the entanglement occurs toward the end of their dive. With an unlimited air supply, the diver is not at risk to drown and other divers can then concentrate on freeing the entangled diver.

A typical 80 cubic inch scuba tank would give a working diver approximately 20 minutes of bottom time (we pull divers from the water with 1000 psi left in the tank for safety). The dive team works in pairs, so for every hour the team will burn approximately six tanks. When dealing with a complex underwater scene it would not take long to exhaust the air supply. Currently, if the team is running low on air the dive operation is halted, wasting valuable time. With the mobile cascade and compressor system, there would be no down time waiting for bottled air.

Sturgeon Bay is the first dive team in the ALERT program to receive funding for the mobile cascade and compressor system. Other dive teams have expressed interest in receiving a similar system, and are on the waiting list to receive funding. The system will be property of the Sturgeon Bay Police Department; however, other law enforcement and fire departments will have access to the system aiding them in large scale events. This piece of equipment will be very valuable in supporting our public safety teams, and our community.

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

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the donation of land to the Door County Economic Development Corporation for a modular home manufacturing facility.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: January 25, 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 for Donation of City-Owned Property – Leeward St and Keel Ct

Background: The Door County Economic Development Corporation is attempting to bring a modular housing manufacturing facility to Door County. The intent is to provide more affordable housing in the region and train workers in the construction trades. They are partnering with NWTC, the homebuilders association and local schools and are applying for grant funds to get the project started. They would like to place the manufacturing facility in the industrial park and are requesting the donation of two lots fronting on Keel Court and Leeward Street. The donation of land would be the City's contribution to the project and would improve the chances of receiving the grant.

Fiscal Impact: The two lots requested total 3.83 acres. The industrial park policy on the sale of lots is to charge \$30,000 per acre with \$10,000 per acre received at the time of closing and the balance paid after three years. Some or all of the balance can be forgiven based upon job creation and property value creation. Most projects meet the requirements and, thus, pay only the \$10,000 per acre. Assuming the project meets the property value/employment incentives, then the value of the land donation to the City is \$38,300.

Options: The City could:

1. Agree to donate the proposed lots
2. Find alternative land to donate.
3. Reject the donation request and look to sell the parcels using the normal policies.

Other Considerations: The proposed use fits the industrial park. However, there are a lot of questions to be answered prior to ensuring that the project will work at the site. A site plan/building plan has not been created yet, so there is a possibility that the building and rest of the development will not work on these lots.

Prior to selling lots that are adjacent to large manufacturers the City often checks to see whether the proposed lots would be needed for expansion of those manufacturers. Wiretech is to the west of the proposed lots. That company does have additional land to expand into, but it would be wise to verify that a large expansion that would need those lots is not imminent. If the Wiretech has a short-term need for the lots, then perhaps alternative land could be donated to the project.

Recommendation: The proposed DCEDC project has merit and the value of the City's contribution is reasonable given the potential benefits. But more is needed regarding the specifics of the project and the grant. Thus, staff recommends a tentative agreement to participate in the grant project through the donation of land. As the project becomes clearer the tentative agreement can be formalized.

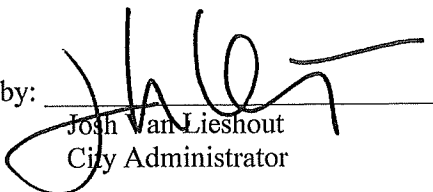
Prepared by:


Martin Olejniczak

Community Development Director

1-21-2022
Date

Reviewed by:


Josh Van Lieshout
City Administrator

1/21/22
Date



MEMORANDUM

Date: January 20, 2022

To: City of Sturgeon Bay Finance Committee

JS From: Julie Schmelzer, Director of Business Development

Re: City Donation of Land in the City Industrial Park

The Door County Economic Development Corporation (DCEDC) is working on a plan to partner with the Northeast Wisconsin Technical College, Door County Homebuilders Association, and participating school districts to try to address the county's affordable housing issue, and, the lack of construction workers in the county and Northeast Wisconsin. In particular, we are proposing a modular home manufacturing facility whereby the homes are built by Homebuilder Apprentices who are enrolled at NWTC, Sturgeon Bay Campus. By building the homes on a production scale, and utilizing students, we believe the home costs can be kept to a minimum and in turn have an affordable price point between \$99,000 and \$159,000.

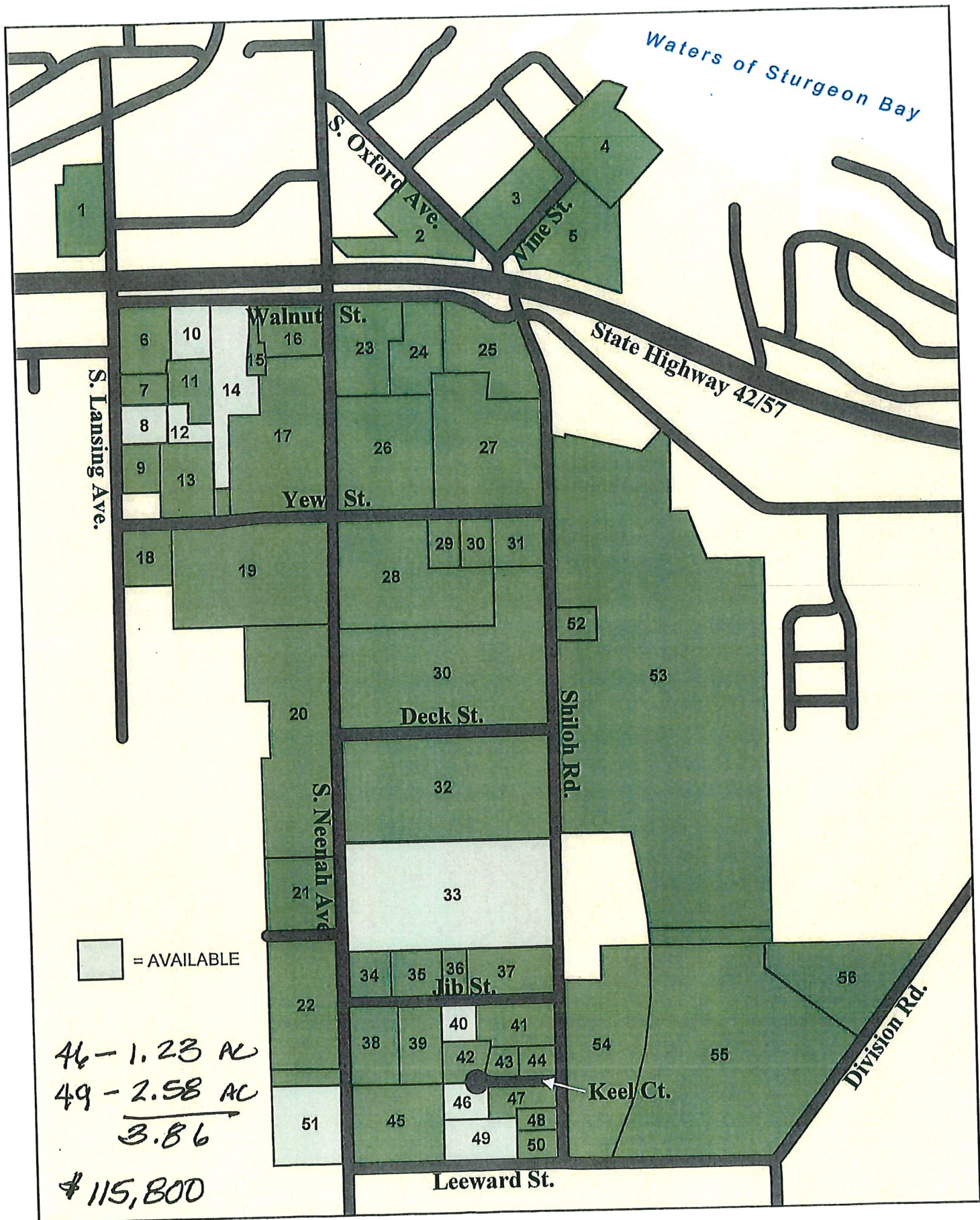
DCEDC is in the process of applying for grants to build the proposed facility. Ideally, the facility would be located in the City of Sturgeon Bay Industrial Park, where the facility can easily be accessed by suppliers and the prospective workforce. DCEDC is not in a position to purchase land, and hereby request the City of Sturgeon Bay donate land for the facility. Any city contribution will help advance the success of the grants in that it will be considered an in-kind contribution/leverage funding for the grants.

The donation request is for Lots 46 and 49, totaling 3.86 acres (see attached map). The two lots together would provide adequate manufacturing and storage space, as well as allow for an entry only off Keel Ct., and an exit only onto Leeward St., allowing for easier transport of the fabricated homes.

We appreciate your consideration in this matter, and hope we can add the City of Sturgeon Bay to the list of participants trying to further this project and addressing both housing and workforce needs in our community.

Att. Map

Cc: Steve Jenkins, Executive Director



Proposed Parcels for Donation - DCEDC Modular Home Manufacturing Facility Grant



January 20, 2022

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

We, the Finance/Purchasing & Building Committee, hereby recommend to accept the offer from Turning Point to purchase approximately 1.75 acres, home and accessory buildings in "as is" condition, located at 1317 Shiloh Rd in the amount of \$330,000, with the contingency that municipal water and sanitary sewer connection occurs no later than January 20, 2027.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: January 25, 2022

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2022.



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

Joshua J. Van Lieshout
City Administrator

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

Memorandum

To: Finance Committee

From: Josh Van Lieshout, Administrator

Re: Sale of home, accessory buildings and approximately 1.75 acres at 1317 Shiloh Road

Date: January 20, 2022

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

Discussion: Previously the Finance Committee and Common Council directed staff to conduct a sale of real property located at 1317 Shiloh Road. The sale was intended to separate the single-family home and accessory buildings from the remaining vacant (fallow) land.

The City placed the property for sale, received a number of inquiries from prospective buyers, many of whom toured the home and outbuildings and evaluated it for purchase. The City received one offer. That offer exceeds the minimum criteria specified.

The Buyer is Turning Point Door County, LLC for a price of \$333,000 with one contingency, delay of connection to sanitary sewer and water no later than January 20, 2027.

Options: There are a number of options, including:

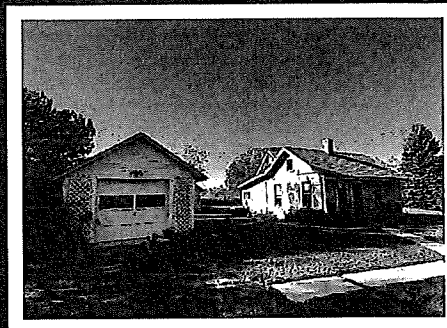
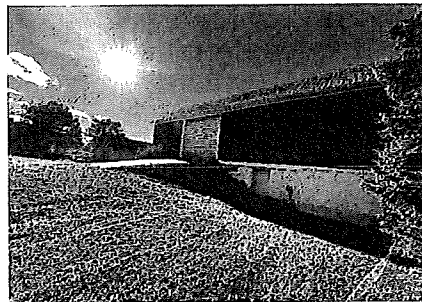
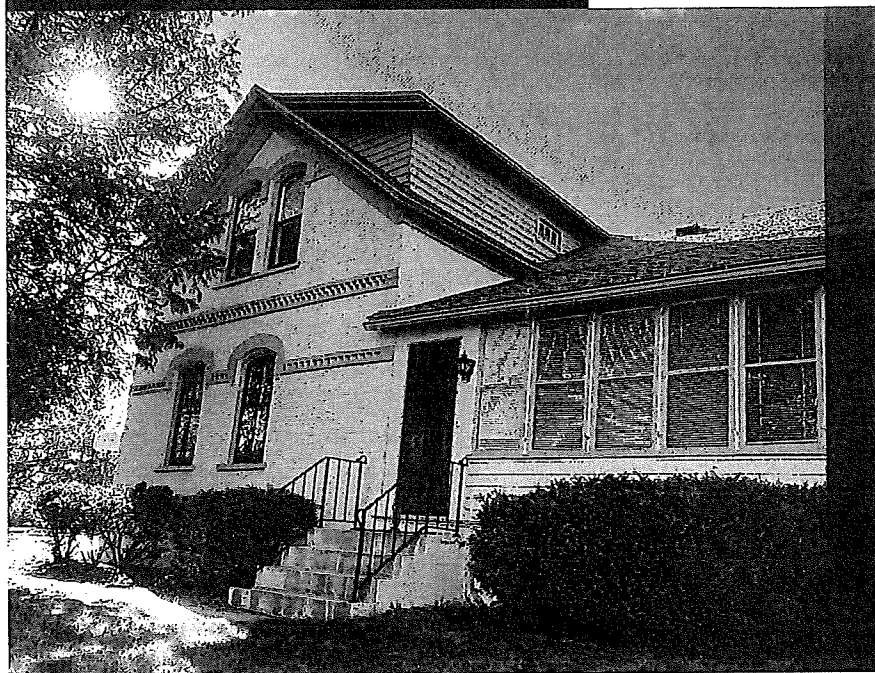
- Accept the offer as written
- Counter the offer
- Reject the offer

Recommendation:

Recommend to the Common Council to separate accept the offer, selling home and accessory buildings and approximately 1.75 acres for \$333,000 in "as-is" condition. Municipal water and sanitary sewer connections to occur no later than January 20, 2027.



STURGEON BAY



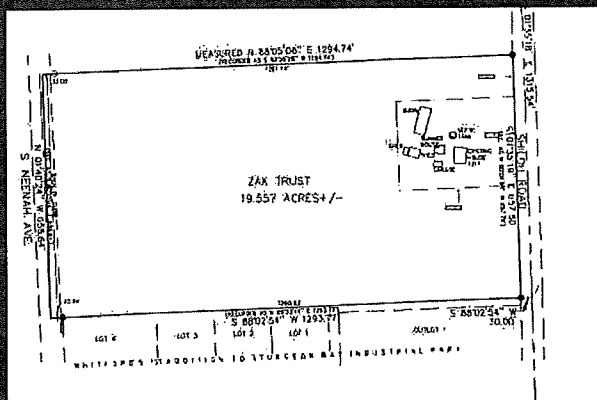
PROPERTY FOR SALE

In the Sturgeon Bay Industrial Park!

**1317 Shiloh Road
Sturgeon Bay, WI 54235**

**Home & outbuildings with approximately
1.75 acres**

- Minimum bid of \$325,000. *Offers must be submitted with 5% bid security.*
- Offers must be received at Sturgeon Bay City Hall, 421 Michigan Street, Sturgeon Bay Wisconsin no later than Thursday, December 30, 2021, at 12:00 p.m.
- Offers should be in a sealed envelope marked: Attention City Clerk, Offer to Purchase 1317 Shiloh Road Property.
- Property is for sale in "as-is" condition. No exceptions.
- Most advantageous offer will be selected.



Main Home:

- Approx. 2,000 sqft home
- 3+ Bedrooms
- 2 Full bathrooms
- Private well & septic

Outbuildings:

- Approx. 500 sqft cottage
- 14 x 22 detached garage
- 30 x 60 barn
- 12 x 20 shed

Zoning/Land use: Industrial



Contact information for this property:

Steve Jenkins, Executive Director

Door County Economic Development Corporation

920-743-3113 x3 | steve@DoorCountyBusiness.com



Dear Mr. VanLieshout,

Turning Point has been in business in Sturgeon bay for over four years. Our mission is to work with individuals that have cognitive, physical or social challenges to gain skills necessary to work and have independence in the community and live independently with support as needed. Housing is so limited in Sturgeon bay that the purchase of 1370 Shiloh Rd. would also allow us to provide new members the ability to live independently. Turning Point currently has contracts with DHS, Door county, all three managed care organization: Inclusa, Lakeland, and Iris

We would like to offer 333,000 for 1317 Shiloh Rd., as is with no contingencies. Earnest money of 40,000 accompanies this offer. We also understand the city wants to connect property to water and sewer, which would be done by Turning Point on or before January 20, 2027. We would run water and sewer lines to the cities mains and ask the city to connect at no charge to Turning Point.

Thank you for your consideration and response by January 20, 2022 would be appreciated

Sincerely,

Turning Point Door County, LLC

Timothy J Beck/CEO

TURNING POINT DC

Life Skills and Supported Employment Services – Serving Door and Kewaunee Counties

Website: www.turningpointdc.com Email: contact@turningpointdc.com

Telephone: 920.333.2104

WB-11 RESIDENTIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON December 15, 2021 **BUYER)**

2 (**AGENT OF SELLER/LISTING FIRM**) (**AGENT OF BUYER AND SELLER**) **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Turning Point Door County, LLC,
4 offers to purchase the Property known as [Street Address] 1317 Stinch Road

5
6 in the city of Sturgeon Bay, County
7 of Door Wisconsin (insert additional description, if any, at lines 537-542 or
8 in an addendum per line 563), on the following terms:

9 **PURCHASE PRICE** The purchase price is Three hundred thirty Three Thousand
10 Dollars (\$ 333,000.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items:

16
17 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included
18 or not included.**

19 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
20 lines 12-16) and the following:

24 **CAUTION: Identify Fixtures that are on the Property (see lines 27-37) to be excluded by Seller or which are rented
25 (e.g., water softeners or other water treatment systems, LP tanks, etc.) and will continue to be owned by the
26 lessor.**

27 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land, buildings or
28 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not
29 easily removable without damage to the premises, items specifically adapted to the premises and items customarily
30 treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and
31 windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and
32 cooling units and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or
33 fitted floor coverings; awnings; attached antennas and satellite dishes (but not the component parts); audio/visual wall
34 mounting brackets (but not the audio/visual equipment); garage door openers and remote controls; installed security
35 systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances;
36 ceiling fans; fences; in-ground pet containment systems (but not the collars); storage buildings on permanent foundations
37 and docks/piers on permanent foundations.

38 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softeners or other water
39 treatment systems, LP tanks, etc.) on lines 20-23 or at lines 537-542 or in an addendum per line 563).**

40 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to
41 Buyer on or before _____ Seller may keep
42 the Property on the market and accept secondary offers after binding acceptance of this Offer.

43 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

44 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but
45 identical copies of the Offer.

46 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term
47 Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

48 **CLOSING** This transaction is to be closed on or before January 20, 2022
49 _____ at the place selected by Seller,
50 unless otherwise agreed by the Parties in writing. If the date for closing falls on a weekend, or a federal or a state holiday,
51 the closing date shall be the next Business Day.

52 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently
53 verified by phone or in person with the title company, financial institution, or entity directing the transfer. The
54 real estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or
55 money transfer instructions.**

EARNEST MONEY

56 **EARNEST MONEY** of \$ 40,000 accompanies this Offer.

57 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

58 **EARNEST MONEY** of \$ _____ will be mailed, or commercially, electronically
59 or personally delivered within _____ days ("5" if left blank) after acceptance.

60 All earnest money shall be delivered to and held by (~~listing Firm~~) (Buyer's agent's Firm) (third party identified as
61 Peninsula Title) **STRIKE THOSE NOT APPLICABLE** (listing Firm if none
62 chosen; if no listing Firm, then Buyer's agent's Firm; if no Firm then Seller).

63 **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise agreed in writing.

64 **HELD BY:** Earnest money shall be delivered in accordance with lines 59-60 and held in the account of the party
65 identified on lines 61-63. If earnest money is held by a Firm, the Firm will hold the earnest money until applied to the
66 purchase price or disbursed as provided at lines 71-91.

67 **CAUTION: Should persons other than a Firm hold earnest money, an escrow agreement should be drafted by the**
68 **Parties or an attorney as lines 71-91 do not apply. If someone other than Buyer pays earnest money, consider a**
69 **special disbursement agreement.**

70 **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
71 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
72 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money
73 shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed
74 according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not
75 been delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse
76 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or
77 Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court
78 order; (4) upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm
79 may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct
80 from the earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

81 **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
82 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the
83 earnest money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either
84 Party disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by
85 certified mail. If Buyer or Seller disagree with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court
86 order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale
87 of residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding
88 their legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for
89 good faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and
90 Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

91 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
92 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
93 this Offer except: _____

94 If "Time is of the Essence" applies to a date or Deadline,
95 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a
96 date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

97 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property which includes one-to-four dwelling
98 units to provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has
99 never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for
100 example, personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. §
101 709.03. The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after
102 acceptance of the contract of sale . . . to the prospective Buyer of the property a completed copy of the report . . . A
103 prospective Buyer who does not receive a report within the 10 days may, within two business days after the end of that
104 10-day period, rescind the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's
105 agent." Buyer may also have certain rescission rights if a Real Estate Condition Report disclosing defects is furnished
106 before expiration of the 10 days, but after the Offer is submitted to Seller. Buyer should review the report form or consult
107 with an attorney for additional information regarding rescission rights.

108 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
109 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 116-178) other than those identified in
110 Seller's Real Estate Condition Report dated _____, which was received by Buyer prior to Buyer
111 signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
112 and _____

113 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

116 "Conditions Affecting the Property or Transaction" are defined to include:

117 a. Defects in the roof, basement or foundation (including cracks, seepage and bulges), electrical system, or part of the
118 plumbing system (including the water heater, water softener and swimming pool); or basement, window, or plumbing
119 leaks; overflow from sinks, bathtubs, or sewers; or other water or moisture intrusions or conditions.

120 b. Defects in heating and air conditioning system (including the air filters and humidifiers); in a wood burning stove or
121 fireplace; or caused by a fire in a stove or fireplace or elsewhere on the Property.

122 c. Defects related to smoke detectors or carbon monoxide detectors, or a violation of applicable state or local smoke
123 detector or carbon monoxide detector laws.

124 d. Defects in any structure, or mechanical equipment included as Fixtures or personal property.

125 e. Rented items located on the Property such as a water softener or other water conditioner system.

126 f. Defects caused by unsafe concentrations of, or unsafe conditions on the Property relating to radon, radium in water
127 supplies, lead in paint, soil or water supplies, unsafe levels of mold, asbestos or asbestos-containing materials or other
128 potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic
129 substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on
130 but not directly serving the Property.

131 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**
132 **properties built before 1978.**

133 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
134 substances on neighboring properties.

135 h. Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
136 Property or in a well that serves the Property, including unsafe well water.

137 i. A septic system or other private sanitary disposal system serves the Property; Defects in the septic system or other
138 sanitary disposal system on the Property; or any out-of-service septic system serving the Property not closed or
139 abandoned according to applicable regulations.

140 j. Underground or aboveground fuel storage tanks on or previously located on the Property; or Defects in the
141 underground or aboveground fuel storage tanks on or previously located on the Property. (The owner, by law, may have
142 to register the tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison,
143 Wisconsin, 53708, whether the tanks are in use or not. Department regulations may require closure or removal of unused
144 tanks.)

145 k. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased); or Defects in an
146 "LP" tank on the Property.

147 l. Notice of property tax increases, other than normal annual increases, or pending Property reassessment; remodeling
148 that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose
149 district, such as a drainage district, that has authority to impose assessments.

150 m. Proposed construction of a public project that may affect use of the Property; Property additions or remodeling
151 affecting Property structure or mechanical systems during Seller's ownership without required permits; or any land division
152 involving the Property without required state or local permits.

153 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
154 and there are common areas associated with the Property that are co-owned with others.

155 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
156 wetland or shoreland zoning area; or the Property is subject to a shoreland mitigation plan required by Wisconsin
157 Department of Natural Resources (DNR) rules that obligates the Property owner to establish or maintain certain measures
158 related to shoreland conditions, enforceable by the county.

159 p. Nonconforming uses of the Property; conservation easements, restrictive covenants or deed restrictions on the
160 Property; or nonowners having rights to use part of the Property, including, but not limited to, rights-of-way and
161 easements other than recorded utility easements.

162 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
163 conversion charge; or payment of a use-value assessment conversion charge has been deferred.

164 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
165 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

166 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
167 be transferred with the Property because the dam is owned by a homeowners' association, lake district, or similar group of
168 which the Property owner is a member.

169 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
170 driveway) affecting the Property.

171 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition; or any
172 insurance claims relating to damage to the Property within the last five years.

173 v. A pier attached to the Property not in compliance with state or local pier regulations.

174 w. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal, reptile, or
175 other insect infestations.

176 x. Structure on the Property designated as an historic building; all or any part of the Property in an historic district; or one
177 or more burial sites on the Property.

178 y. Other Defects affecting the Property.

179 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
 180 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or
 181 testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used
 182 as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils,
 183 water, air or building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow
 184 Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy
 185 the contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as
 186 otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.
 187 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
 188 **the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
 189 **other material terms of the contingency.**
 190 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
 191 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
 192 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to
 193 be reported to the Wisconsin Department of Natural Resources.

194 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 179-193).
 195 (1) This Offer is contingent upon a Wisconsin registered or Wisconsin licensed home inspector performing a home
 196 inspection of the Property after the date on line 1 of this Offer which discloses no Defects.
 197 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
 198 an inspection of _____ (list any Property component(s)
 199 _____ to be separately inspected, e.g., swimming pool, roof, foundation, chimney, etc.) which discloses no Defects.
 200 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection,
 201 provided they occur prior to the Deadline specified at line 207. Inspection(s) shall be performed by a qualified
 202 independent inspector or independent qualified third party.
 203 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).
 204 **CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as**
 205 **well as any follow-up inspection(s).**

207 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance,
 208 delivers to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice
 209 listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

210 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**
 211 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and
 212 extent of which Buyer had actual knowledge or written notice before signing this Offer.
 213 **NOTE: "Defect" as defined on lines 449-451 means a condition that would have a significant adverse effect on the**
 214 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
 215 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
 216 **of the premises.**

217 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.
 218 If Seller has the right to cure, Seller may satisfy this contingency by:
 219 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of
 220 Defects stating Seller's election to cure Defects;
 221 (2) curing the Defects in a good and workmanlike manner including obtaining applicable permits where required; and
 222 (3) delivering to Buyer a written report detailing the work done and documenting compliance with permit requirements
 223 no later than three days prior to closing.

224 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s)
 225 and:

- 226 (1) Seller does not have the right to cure; or
- 227 (2) Seller has the right to cure but:
 - 228 (a) Seller delivers written notice that Seller will not cure; or
 - 229 (b) Seller does not timely deliver the written notice of election to cure.

230 ☐ **RADON TESTING CONTINGENCY:** This Offer is contingent upon Buyer obtaining a current written report of the
231 results of a radon test at the Property performed by a qualified third party in a manner consistent with applicable EPA and
232 Wisconsin Department of Health Services (DHS) protocols and standards indicating the radon level is less than 4.0
233 picoCuries per liter (pCi/L), at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense.
234 This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance
235 delivers to Seller a written copy of the radon test results report indicating a radon level of 4.0 pCi/L or higher and written
236 notice objecting to the radon level in the report.

237 ☒ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

238 If Seller has the right to cure, Seller may satisfy this contingency by:

- 239 (1) delivering a written notice of Seller's election to cure within 10 days after delivery of Buyer's notice; and,
240 (2) installing a radon mitigation system in conformance with EPA standards in a good and workmanlike manner and by
241 giving Buyer a report of the work done and a post remediation test report indicating a radon level of less than 4.0
242 pCi/L no later than three days prior to closing.

243 This Offer shall be null and void if Buyer timely delivers the above written notice and report to Seller and:

- 244 (1) Seller does not have the right to cure; or
245 (2) Seller has the right to cure but:
246 (a) Seller delivers written notice that Seller will not cure; or
247 (b) Seller does not timely deliver the notice of election to cure.

248 **IF LINE 249 IS NOT MARKED OR IS MARKED N/A LINES 298-309 APPLY.**

249 ☐ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
250 _____ [loan type or specific lender, if any] first mortgage loan commitment as described
251 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than
252 \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.
253 Initial monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that
254 lender's required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard
255 insurance premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium.
256 Buyer agrees to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using
257 multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 537-542 or in an
258 addendum attached per line 563. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination
259 fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller
260 agrees to allow lender's appraiser access to the Property.

261 ☒ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless
262 otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
263 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

264 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 265 or 266.**

265 ☒ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

266 ☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
267 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2"
268 if left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent
269 adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus
270 _____% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

271 ☒ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
272 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.
273 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
274 (even if subject to conditions) that is:

- 275 (1) signed by Buyer; or
276 (2) accompanied by Buyer's written direction for delivery.

277 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
278 this contingency.

279 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender
280 to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment
281 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

282 ☒ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 251.
283 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
284 written loan commitment from Buyer.

285 ☒ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
286 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
287 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
288 unavailability.

SELLER FINANCING: Seller shall have 10 days after the earlier of:

(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 285-288; or

(2) the Deadline for delivery of the loan commitment set on line 251

to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT Within _____ days ("7" if left blank) after

acceptance, Buyer shall deliver to Seller either:

(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or

(2) _____ [Specify documentation Buyer agrees to deliver to Seller].

If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.

APPRAISAL CONTINGENCY: This Offer is contingent upon Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.

This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value not equal to or greater than the agreed upon purchase price, and a written notice objecting to the appraised value.

RIGHT TO CURE: Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure.

If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written appraisal report and:

(1) Seller does not have the right to cure; or

(2) Seller has the right to cure but:

(a) Seller delivers written notice that Seller will not adjust the purchase price; or

(b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal report.

NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.

CLOSING OF BUYER'S PROPERTY CONTINGENCY: This Offer is contingent upon the closing of the sale of Buyer's property located at _____ (the Deadline). If closing does not occur by the Deadline, this

Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of bridge loan shall not extend the closing date for this Offer.

BUMP CLAUSE: If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

(1) Written waiver of the Closing of Buyer's Property Contingency if line 330 is marked;

(2) Written waiver of _____ (name other contingencies, if any); and

(3) Any of the following checked below:

☐ Proof of bridge loan financing.

☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

Other: _____

[insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

350 ☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
351 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give
352 Buyer notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of
353 other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior
354 to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days
355 ("7" if left blank) after acceptance of this Offer. All other Offer Deadlines which run from acceptance shall run from the time
356 this Offer becomes primary.

357 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property
358 may be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any
359 one-time fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if
360 neither is stricken).

361 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing
362 values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or
363 homeowners association assessments, fuel and _____

364 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

365 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

366 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

367 ☒ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
368 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS
369 CHOICE APPLIES IF NO BOX IS CHECKED)

370 ☐ Current assessment times current mill rate (current means as of the date of closing)

371 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
372 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

373 ☐ _____
374 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may**
375 **be substantially different than the amount used for proration especially in transactions involving new**
376 **construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact**
377 **the local assessor regarding possible tax changes.**

378 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes
379 on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall,
380 within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The
381 Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-
382 closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this
383 transaction.

384 **TITLE EVIDENCE**

385 **■ CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty
386 deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance
387 as provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and
388 agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded
389 building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's
390 Real Estate Condition Report and in this Offer, general taxes levied in the year of closing and _____

391 _____ (insert other allowable exceptions from title, if any)
392 _____
393 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
394 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

395 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
396 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
397 **making improvements to Property or a use other than the current use.**

398 **■ TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
399 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
400 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by
401 Buyer's lender and recording the deed or other conveyance.

402 **■ GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
403 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
404 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
405 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
406 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines
407 413-419).

409 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's
410 attorney or Buyer not less than 5 business days before closing, showing title to the Property as of a date no more than 15
411 days before delivery of such title evidence to be merchantable per lines 386-394, subject only to liens which will be paid
412 out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

413 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
414 objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15
415 days, to remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that
416 Seller is unable to remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written
417 notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the
418 objections, this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's
419 obligations to give merchantable title to Buyer.

420 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
421 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
422 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
423 describing the planned improvements and the assessment of benefits.

424 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
425 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses"**
426 **are one-time charges or ongoing use fees for public improvements (other than those resulting in special**
427 **assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm**
428 **sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and**
429 **street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

430 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's
431 rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of
432 the (written) (oral) **STRIKE ONE** lease(s), if any, are _____

433 _____
434 _____. Insert additional terms, if any, at lines 537-542 or attach as an addendum per line 563.

435 **DEFINITIONS**

436 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
437 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written
438 notice is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

439 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
440 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
441 registered mail or make regular deliveries on that day.

442 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
443 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
444 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
445 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
446 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and
447 by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a
448 specific event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Standard Time.

449 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that
450 would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or
451 replaced would significantly shorten or adversely affect the expected normal life of the premises.

452 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

453 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

454 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
455 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

456 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total
457 acreage or building square footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate
458 because of rounding, formulas used or other reasons, unless verified by survey or other means.

459 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land,**
460 **building or room dimensions, if material.**

461 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
462 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
463 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
464 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing
465 concession information and data, and related information regarding seller contributions, incentives or assistance, and third
466 party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute
467 copies of this Offer to the seller, or seller's agent, of another property which Seller intends on purchasing.

468 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the
469 earlier of closing or Buyer's occupancy, in materially the same condition as of the date of acceptance of this Offer, except
470 for ordinary wear and tear.

471 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
472 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify
473 Buyer in writing, and will be obligated to restore the Property to materially the same condition it was in at the date on line 1
474 of this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later
475 than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in
476 writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite
477 such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a
478 credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is
479 financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of
480 restoring the Property.

481 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
482 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
483 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and
484 that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

485 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
486 this Offer at lines 537-542 or in an addendum attached per line 563, or lines 430-434 if the Property is leased. At time of
487 Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except
488 for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be
489 given subject to tenant's rights, if any.

490 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
491 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the
492 defaulting party to liability for damages or other legal remedies.

493 If Buyer defaults, Seller may:

- 494 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
495 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for
496 actual damages.

497 If Seller defaults, Buyer may:

- 498 (1) sue for specific performance; or
499 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.
500 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
501 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
502 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined
503 above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered
504 by the arbitration agreement.

505 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
506 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
507 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
508 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
509 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

510 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
511 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
512 and inures to the benefit of the Parties to this Offer and their successors in interest.

513 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
514 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
515 <http://www.doc.wi.gov> or by telephone at (608) 240-5830.

516 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
517 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
518 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA
519 withholding applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign
520 trust, or foreign estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property
521 transferred, and the amount of any liability assumed by Buyer.

522 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
523 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
524 **upon the Property.**

525 Seller hereby represents that Seller is not a Foreign Person. Buyer and Seller agree to comply with FIRPTA requirements
526 under IRC § 1445. No later than 15 days prior to the closing, Seller shall execute and deliver to Buyer, or a qualified
527 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's

528 non-foreign status in accordance with IRC § 1445. Any representations made by Seller with respect to this issue shall
529 survive the closing and delivery of the deed. If Seller fails to deliver certification of Seller's non-foreign status, Buyer shall
530 be entitled to either: (1) withhold the amount required to be withheld pursuant to IRC § 1445 from amounts otherwise
531 payable to Seller under this Offer; or, (2) terminate this Offer by written notice to Seller prior to closing. Buyer and Seller
532 shall complete, execute, and deliver, on or before closing, any other instrument, affidavit, or statement needed to comply
533 with FIRPTA, including withholding forms.
534 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA
535 exemption applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors
536 regarding FIRPTA.

537 **ADDITIONAL PROVISIONS/CONTINGENCIES**

543 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES**

544 Unless otherwise stated in this Offer, delivery of documents
545 and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at
546 lines 546-560.

546 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
547 line 548 or 549.

548 Name of Seller's recipient for delivery, if any: Josh VanLieshout

549 Name of Buyer's recipient for delivery, if any: Timothy Beck

550 ☐ (2) **Fax**: fax transmission of the document or written notice to the following number:

551 Seller: () Buyer: ()

552 ☐ (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a
553 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
554 address at line 557 or 558.

555 ☒ (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
556 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

557 Address for Seller: City of Sturgeon Bay, 421 Michigan St. Attn: Josh VanLieshout

558 Address for Buyer: 533 Michigan St, Sturgeon Bay, WI 54235

559 ☒ (5) **Email**: electronically transmitting the document or written notice to the email address.

560 Seller: vanlieshout@sturgeonbaywi.org Buyer: tbeckturningpoint@gmail.com

561 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
562 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

563 ☐ **ADDENDA**: The attached _____ is/are made part of this Offer.

564 This Offer was drafted by [Licensee and Firm] _____

565
566 (X) La Russa Turning Point Deerp County, LLC Timothy Beck 11/2/2001
567 Buyer's Signature ▲ Print Name Here ► Date ▲

568 (X) _____
569 Seller's Signature ▲ Print Name Here ► Date ▲

570 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
571 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
572 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
573 **COPY OF THIS OFFER.**

574 (X) _____
575 Seller's Signature ▲ Print Name Here ► Date ▲

576 (X) _____
577 Seller's Signature ▲ Print Name Here ► Date ▲

578 This Offer was presented to Seller by [Licensee and Firm] _____
579 _____ on _____ at _____ a.m./p.m.

580 This Offer is rejected _____ This Offer is countered [See attached counter] _____
581 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

SITE PLAN PROPOSED LOT - ZAK PROPERTY



DESCRIPTION: PROPOSED LOT - ZAK PROPERTY

A tract of land located in the Northeast one-quarter of the Southeast one-quarter, also known as Subdivision 73, of Section 18, Township 27 North, Range 26 East, City of Sturgeon Bay, Door County, Wisconsin and described as follows.

Commencing at the East one-quarter of said Section 18, thence S 01°35'18" E along the East line of the Southeast one-quarter of Section 18 658.61 feet, thence S 88°05'08" W 30.00 feet to the intersection with the westerly right-of-way line of Shiloh Road, thence S 01°35'18" E along said westerly right-of-way line 115.00 feet to the point of beginning, thence continue S 01°35'18" E along said westerly right-of-way line 240.00 feet, thence S 88°05'08" W 320.00 feet, thence N 01°35'18" W 240.00 feet, thence N 88°05'08" E 320.00 feet to the point of beginning.

Said tract contains 76.799 square feet (1.76 acres) of land.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the proposed National Estuarine Research Reserve (NERR) sites and share with the NERR Site Selection Committee.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: February 8, 2022

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2022.




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

Joshua J. Van Lieshout
City Administrator

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

Memorandum

To: Finance Committee

From: Josh Van Lieshout, Administrator 

Re: National Estuarine Research Reserve (NERR) Site Selection

Date: January 26, 2022

Item: National Estuarine Research Reserve (NERR) Site Selection

Discussion: The Green Bay NERR will consist of large geographically described areas that are composed of existing public lands that are studied and monitored by researchers and scientists affiliated with the NERR. Part of every NERR is a central space where public outreach, laboratory analysis, and operational aspects are headquartered.

From the shallow wetlands near the mouth of the Fox River to the limestone shores of Gills Rock, the Bay of Green Bay offers a wide range of ecosystem types that may be of interest to researchers. One community is proximate to all, the City of Sturgeon Bay. The City has been at work to identify areas of the Bay of Sturgeon Bay and along the bay side of Door County that will be included in the research area, an effort has also been underway to identify sites for the central facility necessary to support the activities of the NERR.

Staff and the City's NERR Committee has completed a review of City owned properties that meet the desired qualities of a NERR central facility. Being proximity to services, lodging, dining, walkability and subject research areas. There are also a number of properties under private ownership that all satisfy the basic objectives. Private property owners have been contacted advising them of the potential opportunity.

The maps depicting City owned sites include entire parcels, or portions of entire parcels, the maps show the proximity of utilities, streets, and other buildings. The highlighted parcels shouldn't be considered definitive or absolute but rather an area that may be conducive to development of the NERR central facility.

Site: Sunset Park. The site depicted is the former location of the Door County Maritime Museum and early offices of Roen Salvage. The location is proximate to an existing public boat ramp, served with public water, a public street, parking lot and beach. This is proximate but not adjacent to downtown Sturgeon Bay. The area depicted for use or reuse could be expanded and improved, depending on needs.

E-Dock / SBU Area. The site depicted is proximate but not adjacent to the downtown area. It is well served by utilities and public streets. This site is also adjacent to a public parking lot and boat launch ramp, as well as a small green space that could be considered. The marina to north is undergoing an extensive refurbishment, the owners of which have expressed support and interest in the NERR. A project in this vicinity could also take advantage of the site of the former "E-Dock".

Sawyer Park & Boat Launch. The sites depicted include the north and south parking lots, and the green space to the between the north lot and the Maple-Oregon Street Bridge. These sites are served by public utilities. The site features the well used and popular Sawyer Park Boat Ramp, and a 220 foot bulkhead. This site is a part of the City's waterfront area and served by sidewalks and walkways.

This site is also adjacent to other institutional users, the Wisconsin Department of Natural Resources Sturgeon Bay Service Center with a 160' bulkhead and the United States Coast Guard Cutter Mobile Bay.

Other/Upland Sites. Given the abundance of public and private dockage facilities, upland sites could be considered as well. Further refinement of criteria from the NERR site selection committee will aid in honing in on needs. Such sites include the former Younkers at 56 North 4th Ave. (County owned), Shipyard Development LLC property near Martin Park (privately owned), and others.

Options: The locations presented could be expanded to nearly any property owned by the City, however these seemed the most likely to satisfy the site objectives of the NERR. There are any number of privately-owned sites that could be available as well. The City is not obligating itself by sharing these sites or any others to the NERR team. Ultimately the NERR Site Selection Committee will be tasked with identifying and negotiating the appropriate location(s).

Recommendation: Approve sharing the sites discussed above in the City's site selection submission.

Development Site: Sunset Park

LOCATION:
61 Florida St
Parcel # 281-62-33000101

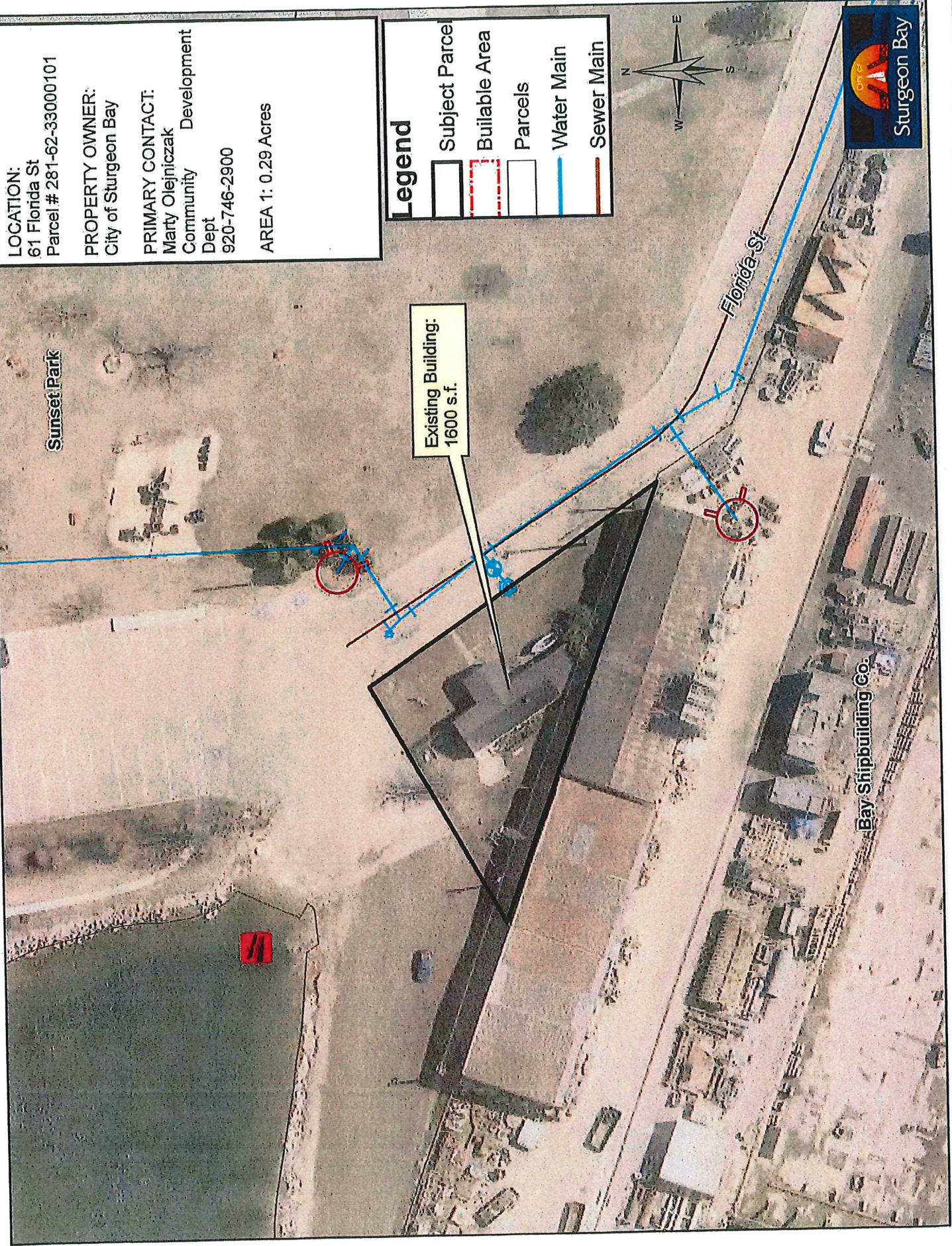
PROPERTY OWNER:
City of Sturgeon Bay

PRIMARY CONTACT:
Marty Olejniczak
Community Development
Dept
920-746-2900

AREA 1: 0.29 Acres

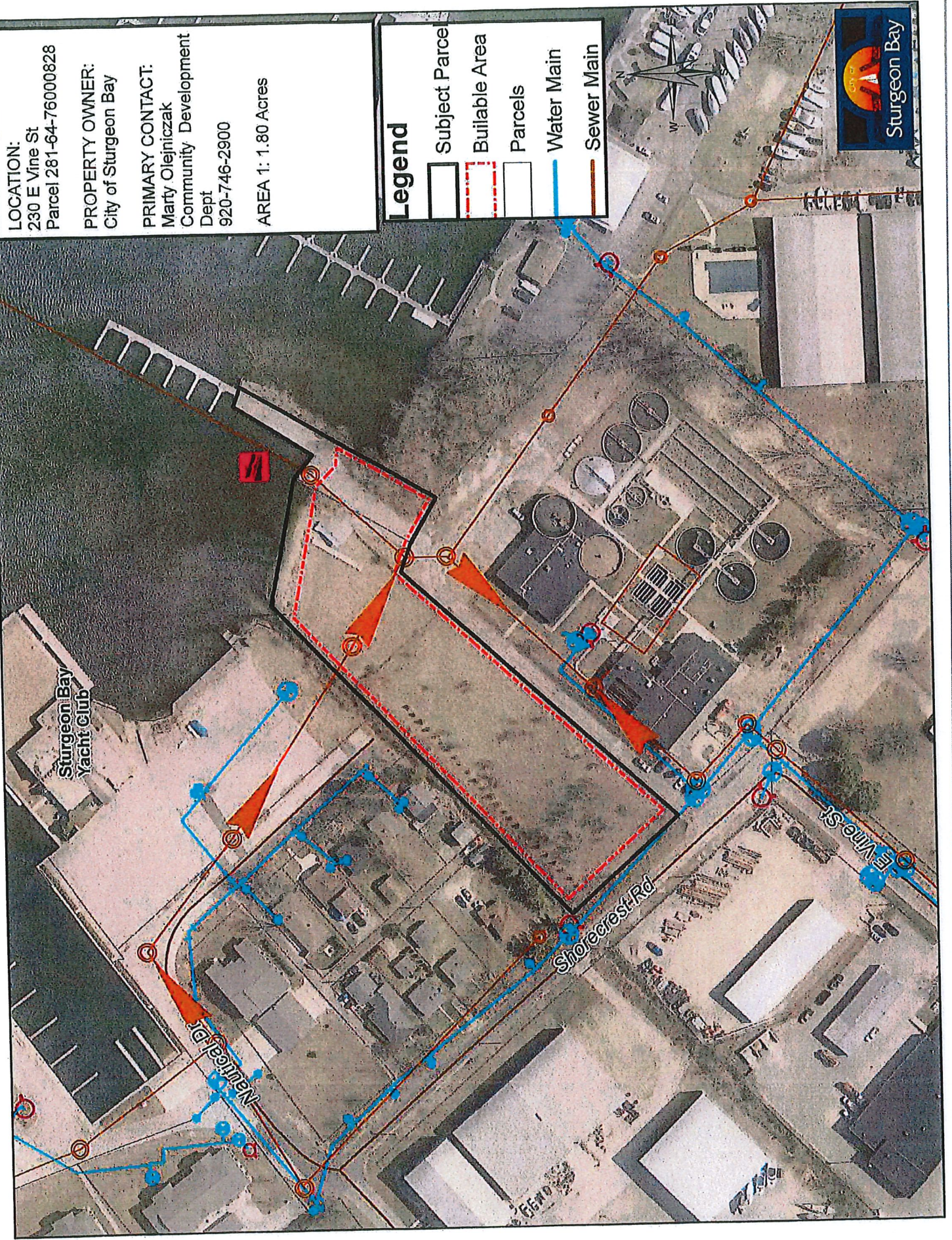
Legend

- Subject Parcel
- Buildable Area
- Parcels
- Water Main
- Sewer Main



Bay Shipbuilding Co.

Development Site: E-Dock / SBU Area



Development Site: Sawyer Park & Boat Launch

LOCATION:
S Neenah Ave
Parcel # 281-64-76000102

PROPERTY OWNER:
City of Sturgeon Bay

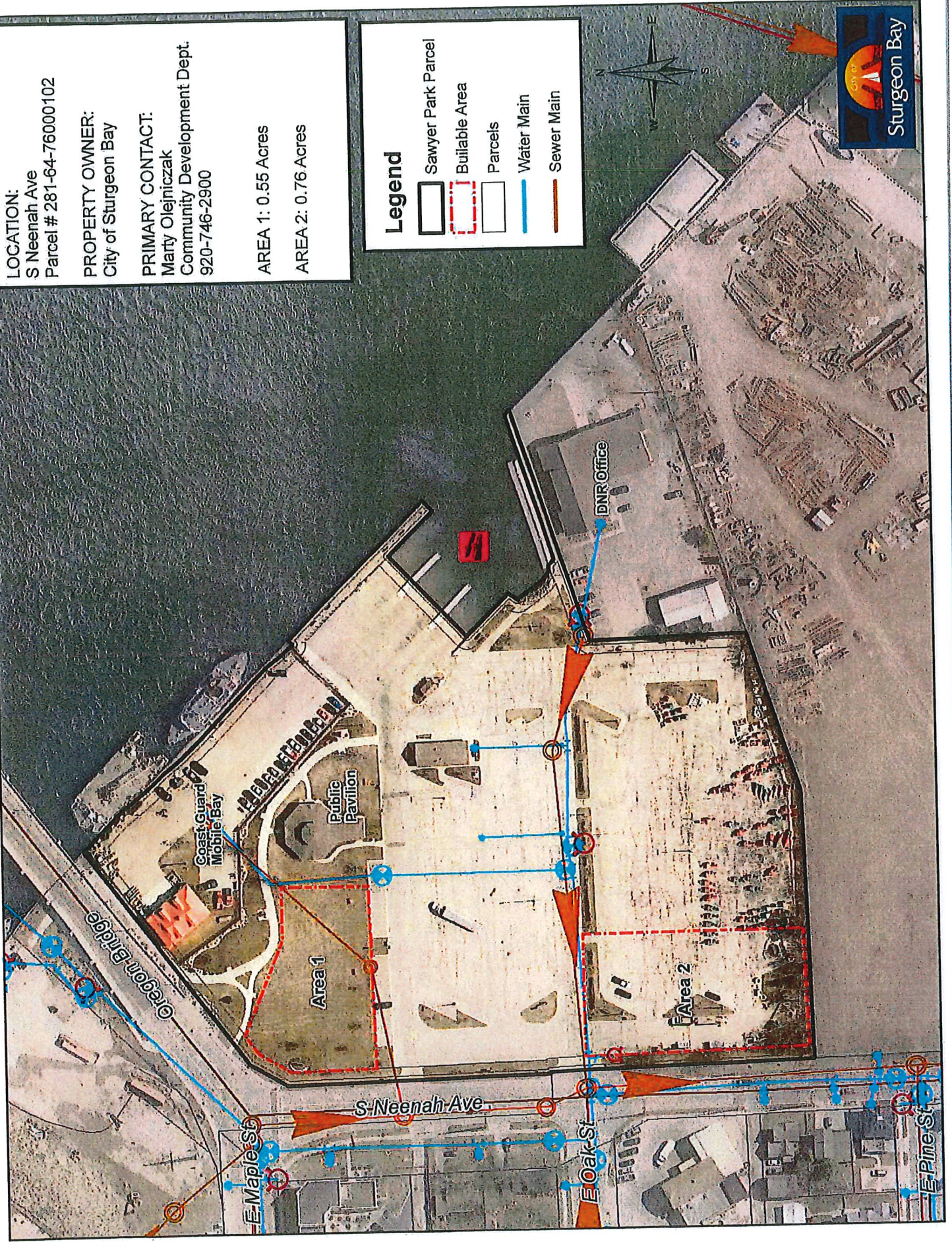
PRIMARY CONTACT:
Marty Olejniczak
Community Development Dept.
920-746-2900

AREA 1: 0.55 Acres

AREA 2: 0.76 Acres

Legend

- Sawyer Park Parcel
- Buildable Area
- Parcels
- Water Main
- Sewer Main



Development Site: Former Youngers

LOCATION:
56 N 4th Ave
Parcel # 281-10-85260201

PROPERTY OWNER:
County of Door

PRIMARY CONTACT:
Ken Pabich
920-746-2303

AREA: 0.78 Acres

Legend

- Youngers Property
- Buildable Area
- Parcels
- Water Main
- Sewer Main

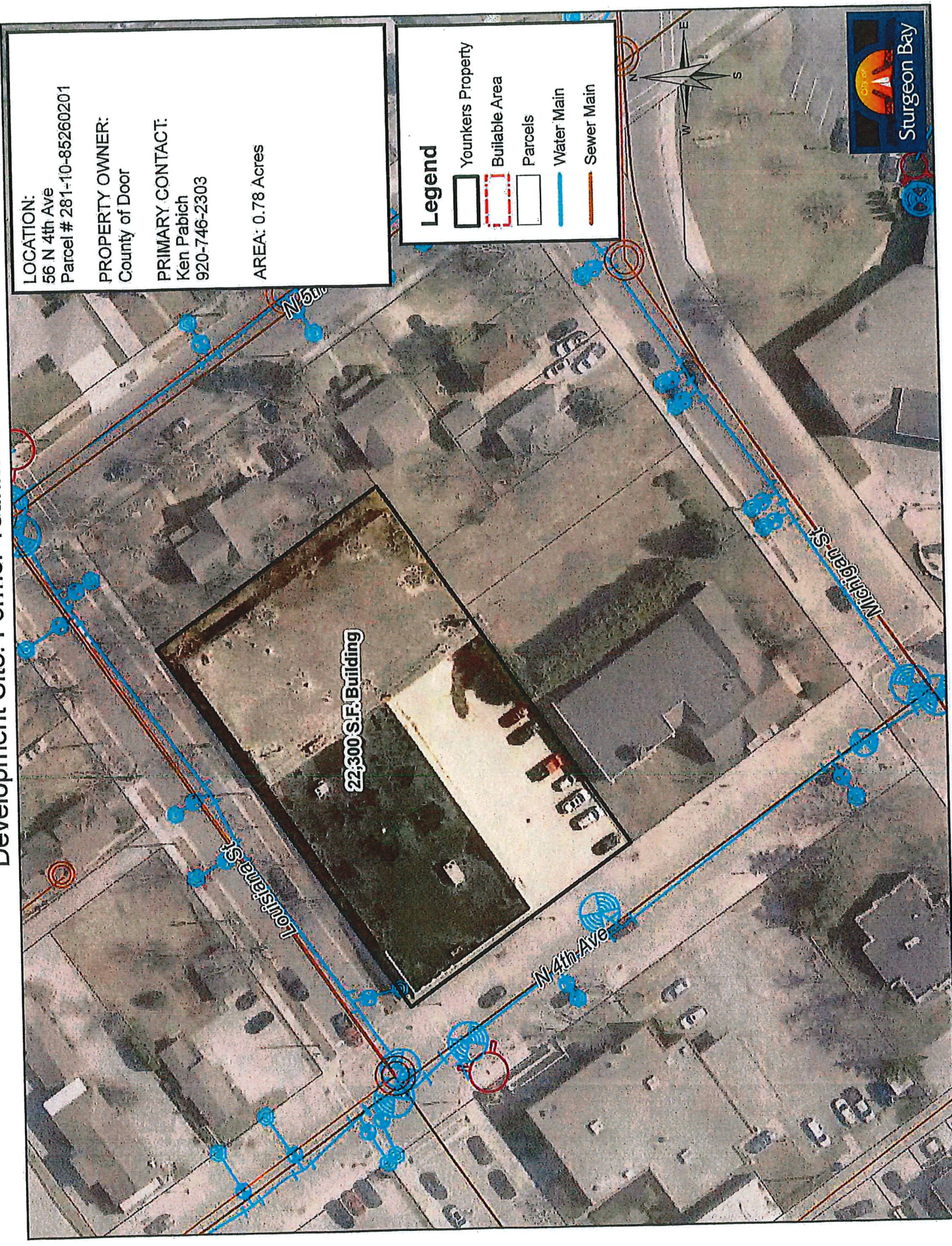


22,300 S.F. Building

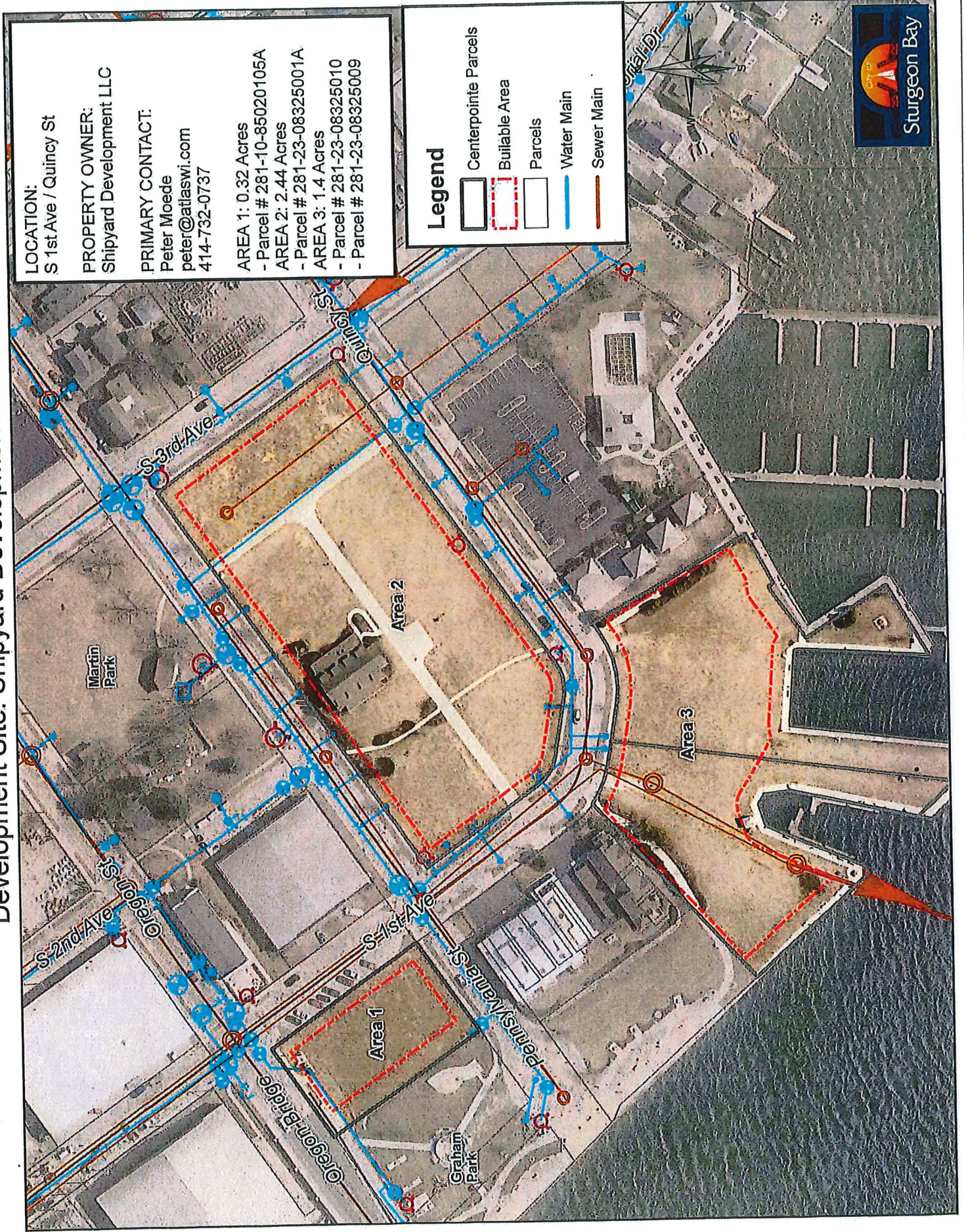
Louisiana St

N 4th Ave

Michigan St



Development Site: Shipyard Development Area



ORDINANCE NO. _____

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

SECTION 1: Section 4 of the Municipal Code (Emergency Management) of the City of
Sturgeon Bay, Wisconsin is hereby repealed and recreated as follows:

4.01 – Policy and Purpose

A joint action ordinance of the Door County Board providing for a county-municipal joint action emergency services plan of organization was adopted by such county board on October 1, 1986. This ordinance is made a part hereof by reference and is hereby ratified and accepted by the city. This ratification and acceptance of the joint action ordinance shall constitute a mutual agreement between the city and Door County as provided by section 3 of the joint action ordinance.

4.02 – Appointment of emergency management director.

The county emergency management director, appointed and employed by the Door County Board as provided in the referenced Door County joint action ordinance, is hereby designated and appointed emergency management director for the city, subject to the conditions and provisions as set forth in the Wisconsin Statutes and the Door County joint action ordinance.

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

Approved:

Attest:

David J. Ward
Mayor

Stephanie Reinhardt
City Clerk

ORINDANCE NO. _____

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

SECTION 1: Section 3.01(1) and (2) of the Municipal Code of the City of Sturgeon Bay, Wisconsin is hereby repealed and recreated to read as follows:

- (1) Tax roll. Pursuant to § 70.65(2), Wis. Stats., the clerk shall, in computing the tax roll, insert only the aggregate amount of state, county, local, school and other general property taxes minus credits applied under § 79.10(9), Wis. Stats., except credits determined under § 79.10(7m), Wis. Stats., in a single column in the roll opposite the parcel or tract of land against which the tax is levied, or, in the case of personal property, in a single column opposite the name of the person against whom the tax is levied. Each tax bill or receipt shall show the purpose for which the taxes are to be used, giving the breakdown for state, county, local, school and other general property taxes. The tax roll shall indicate all corrections made under §§ 70.43 and 70.44, Wis. Stats.
- (2) Tax receipts. Pursuant to § 74.19, Wis. Stats., the city treasurer shall enter in each tax receipt given by the county clerk for the payment of taxes the name of the person paying the taxes, if that person is not the owner of the property taxed, the date of payment and the aggregate amount of taxes paid. Tax receipts shall be signed, and a duplicate kept by the city treasurer, after noting the payment of taxes upon the tax roll. The treasurer shall then deliver the receipt to the appropriate person.

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

Approved:

David J. Ward, Mayor

Attest:

Stephanie L. Reinhardt, City Clerk

ORINDANCE NO. _____

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

SECTION 1: Section 3.035(1) and (2)(a) of the Municipal Code of the City of Sturgeon Bay, Wisconsin is hereby repealed and recreated to read as follows:

- (1) [Authorization to charge for reimbursement.] The city treasurer is authorized to charge for reimbursement of expenses incurred on behalf of and for the benefit of third parties for services rendered by the city. These reimbursable expenses include, but are not limited to:
 - (a) Legal, consulting, and incidental expenses. Any expenses associated with service demands related to legal, consulting, and incidental services. These expenses include but are not limited to:
 1. Mortgages and related documentation prepared by the city attorney for property transactions.
 2. Drafting and recording of documents for street vacation not initiated by the city.
 3. Drafting of ordinances related to zoning.
 4. Costs associated with annexations.
 5. Recording fees for planned unit developments and related zoning and subdivision actions.
 6. Legal publication, hearing notices, and postage.
 7. Engineering, planning, financial, and related consultants' reviews, studies, and inspections.
 8. Any other fees associated with service demands by third parties not specifically related to general governmental services.
 - (b) Special events expenses. Any expenses associated with service demands related to special events. These expenses include but are not limited to:
 1. Labor, equipment, and materials used before, during and after special events.
 2. Garbage/refuse and recycling pickup and disposal.
 3. Legal services related to event.
 4. Drafting of documents related to event.
 5. Administrative costs associated with service demands related to special events.
 6. Any other fees associated with service demands related to special events.
- (2) Fees/deposit.
 - (a) Fees. Fees can only be charged upon prior notice to the petitioner who must sign an agreement to reimburse prior to initiating action. Prior to initiating any action, the department where petition is initiated shall secure the signed reimbursement agreement from petitioner and forward it to city treasurer.
 - (b) Deposit. If reimbursement costs are estimated to be over \$250.00, a deposit in the estimated amount may be required by the city prior to initiating action. Petitioner shall pay for all costs that exceed deposit amount, and petitioner shall be reimbursed if

deposit amount exceeds costs.

- (3) Failure to pay fees. If the fee is not paid within 30 days of the date of the mailing of the invoice, an additional administrative collection charge of ten percent of the total fee shall be added to the amount due, plus interest shall accrue thereon at the rate of 1.5 percent per month or fraction thereof until paid. To the extent permitted by law, if the petitioner is the owner of the real estate for which the services are incurred, any delinquent fees shall be extended upon the current or the next tax roll as a special charge against the real estate premises for current services.

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

Approved:

David J. Ward, Mayor

Attest:

Stephanie L. Reinhardt, City Clerk

ORDINANCE NO. _____

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

SECTION 1: Section 3.085(1) and (2) of the Municipal Code of the City of Sturgeon Bay, Wisconsin is hereby repealed and recreated to read as follows:

- (1) All official records created, kept and maintained for the city by its officers, departments and agencies are hereby declared to be public records available for public inspection and copying during regular business hours, and provided as soon as practicable and without delay, except as follows:
 - (a) Records and minutes resulting from closed meeting sessions which are not approved for general publication by the mayor, city administrator or city attorney.
 - (b) Police investigative reports and evidence accumulated for ongoing police investigations and police business.
 - (c) Any records prohibited from public dissemination in accordance with state or federal laws.
 - (d) Those records exempted pursuant to § 19.35, Wis. Stats. or other applicable law.
- (2) The city clerk is authorized to charge the following fees for copying of public records:
 - (a) Twenty-five cents per page of copied public records for letter size and legal size. Costs will be adjusted for large size copies or other materials.
 - (b) Actual salary expenses per hour or portion thereof administrative time for research of public records.

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

Approved:

David J. Ward, Mayor

Attest:

Stephanie L. Reinhardt, City Clerk

ORDINANCE NO. _____

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

SECTION 1: Section 3.09 (1) and (2) of the Municipal Code of the City of Sturgeon Bay, Wisconsin is hereby repealed and recreated to read as follows:

The general policy of the city shall be that any city property of any value, not otherwise regulated as to disposition and remittance of funds, shall be regulated as herein provided:

- (1) Disposal of property. The authorized agent, commission or committee of the council shall dispose of the specific city property in the best interests of the city. Such agent, commission or committee shall, upon disposition, report to the council as to the method and details of such disposition. The report shall be in writing, and an additional copy shall be supplied to the city treasurer for recordkeeping purposes.
- (2) Remittance of funds. Any funds received pursuant hereto shall be turned over to the city treasurer. The city treasurer shall issue a receipt therefor to the person remitting the funds. The funds shall be a general receipt of the city unless the original authority to sell or subsequent council action directs that the funds be otherwise accounted for.
- (3) Personal benefit to agent prohibited. No person who shall be the agent for disposition as herein called for, or who serves on a commission or committee which has the responsibility for disposition as herein called for, shall directly or indirectly benefit in any way from such disposition; nor may such person be involved directly or indirectly except as the seller's agent in the ultimate disposition of such property.
- (4) Penalties. Any person who violates such prohibitions as expressed in subsection (3) shall be subject to the penalties as provided for in this Code; in addition, such person shall have been deemed to have violated the ethics of his/her office and shall be subject to removal from office for cause as provided for by state law.

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

Approved:

David J. Ward, Mayor

Attest:

Stephanie L. Reinhardt, City Clerk