

CITY OF STURGEON BAY COMMON COUNCIL AGENDA TUESDAY, MARCH 1, 2022 6:00 P.M. COUNCIL CHAMBERS, CITY HALL – 421 MICHIGAN ST DAVID J WARD, MAYOR

- 1. Call to order.
- Pledge of Allegiance.
- 3. Roll call.
- 4. Adoption of agenda.
- 5. Public Comment on agenda items only.
- 6. Consideration of the following bills: General Fund \$6,054,778.84, Capital Fund \$3,160.26, Cable TV \$5,361.25, Solid Waste Enterprise Fund \$2,906.19 and Compost Site Enterprise Fund \$108.38 for a grand total of \$6,066,314.92 [roll call]
- 7. CONSENT AGENDA
- * All items listed with an asterisk (*) are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests before the Adoption of the Agenda, in which event the item will be removed from the Consent Agenda and considered immediately following the consent agenda.
 - * a. Approval of 2/15/22 regular Common Council minutes.
 - * b. Place the following minutes on file:
 - (1) Finance/Purchasing & Building Committee 2/8/22
 - (2) Local Arts Board 2/9/22
 - (3) Waterfront Redevelopment Authority 2/9/22
 - (4) Harbor Commission 2/10/22
 - (5) Ad Hoc NERR Advisory Committee 2/11/22
 - (6) City Plan Commission 2/16/22
 - * c. Place the following report on file:
 - (1) Police Department Report January 2022
 - * d. Consideration of: Approval of Temporary Class B Beer and Temporary Class B Wine licenses.
 - * e. Consideration of: Approval of Class B Beer and Class C Wine licenses.
 - * f. Consideration of: Approval of Commercial Quadricycle License Application for Foxy Pedaler.

- * g. Finance/Purchasing & Building Committee recommendation re: Approve proposed amendments to the Sturgeon Bay Door County Economic Development Revolving Loan Fund Manual.
- * h. Finance/Purchasing & Building Committee recommendation re: Approve the purchase of two 60" mowers, one 72" mower and three bagger systems from Luxemburg Implement in the amount of \$53,714.
- * i. Harbor Commission recommendation re: Accept 2022 Harbor Improvement Plan.
- 8. Mayoral Appointments.
- 9. Consideration of: Destination Sturgeon Bay parade route(s) for March 12, 2022 contingent on staff approval.
- 10. Finance/Purchasing & Building Committee recommendation re: Approve the proposed National Estuarine Research Reserve (NERR) sites and share with the NERR Site Selection Committee.
- 11. Joint Parks & Recreation Committee/Board recommendation re: Move the Farm & Craft Market to Destination Sturgeon Bay's management.
- 12. City Plan Commission recommendation re: Approve the preliminary S.C. Sunset Estates Planned Unit Development for S.C. Swiderski, LLC subject to conditions.
- 13. Finance/Purchasing & Building Committee recommendation re: Accept the offer from Lexington Homes to purchase approximately 6.84 acres located at S. Grant Avenue and Vibernum Street, in the amount of \$273,600 with contingencies.
- 14. Second reading of ordinance re: Repeal and recreate Section 4.01 and 4.02 of the Municipal Code Emergency Management.
- 15. Second reading of ordinance re: Repeal and recreate Section 3.01(1) and (2) of the Municipal Code Tax Roll and Receipts.
- 16. Second reading of ordinance re: Repeal and recreate Section 3.035(1) and (2)(a) of the Municipal Code Reimbursement of Expenses.
- 17. Second reading of ordinance re: Repeal and recreate Section 3.085(1) and (2) of the Municipal Code Access to Public Records.
- 18. Second 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. Convene in closed session in accordance with the following exemption:

Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. Wis. Stats. 19.85(1)(g)

Consideration of: Wal-Mart Tax Assessment (2021) litigation.

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

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date:

2.25.2022

Time:

12:00pm

Ву:

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 <u>PRIOR</u> 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

6.

ID:

AP443ST0.WOW

CITY OF STURGEON BAY DEPARTMENT SUMMARY REPORT

6.

INVOICES DUE ON/BEFORE 03/01/2022

AMOUNT DUE VENDOR # NAME ITEM DESCRIPTION ACCOUNT # GENERAL FUND GENERAL FUND R0001730 PETER BERNEGGER OVERPAY PUBLC RECORDS 01-000-000-49999 13.86 96 G REFUSE CAN RFND/D WILSON 01-000-000-24214 2.84 R0001731 DOUG WILSON R0001731 96 G REFUSE CAN REND/D WILSON 01-000-000-24215 0.28 TOTAL REVENUE 16.98 TOTAL GENERAL FUND 16.98 ADMINISTRATION 17700 MEETING NOTEBOOKS 01-120-000-51950 23.58 QUILL CORPORATION 17700 PRINTER CARTRIDGE 01-120-000-51950 120.99 MEAL EXPENSE/VANLIESHOUT 01-120-000-55600 9.50 VANLIESH JOSH VANLIESHOUT 154.07 TOTAL 154.07 TOTAL ADMINISTRATION COMPUTER IPAD CASE/KEYBOARD-DISTRICT 1 01-125-000-55550 42.25 03101 CDW GOVERNMENT, INC. 42.25 TOTAL 42.25 TOTAL COMPUTER MUNICIPAL SERVICES ADMIN. CELLCOM WISCONSIN RSA 10 01/22 CHAD CELL SVC 01-145-000-58250 42.59 03133 TOTAL 42.59 TOTAL MUNICIPAL SERVICES ADMIN. 42.59 PUBLIC WORKS ADMINISTRATION 33.17 03133 CELLCOM WISCONSIN RSA 10 01/22 STEVE CELL SVC 01-150-000-58250 03133 01/22 MIKE B CELL SVC 01-150-000-58250 44.08 01-150-000-52800 70.58 17700 QUILL CORPORATION 01-150-000-51950 92.62 17700 ASSORTED OFFICE SUPPLIES TOTAL 240.45 TOTAL PUBLIC WORKS ADMINISTRATION 240.45 CITY HALL 01/22 FIRE CABLE SERVICE 01-160-000-58999 141.96 03159 SPECTRUM 01-160-000-58999 113.50 CLEAN/RESET RELAYS-HEAT EAGLE MECHANICAL INC 04966 STURGEON BAY UTILITIES 1317 SHILOH RD 01-160-000-56150 18.91 19880 1317 SHILOH RD 01-160-000-58650 10.12 19880

ID: AP443ST0.WOW

CITY OF STURGEON BAY DEPARTMENT SUMMARY REPORT

DATE: 02/22/1922 PAGE: 2 TIME: 13:46:31

INVOICES DUE ON/BEFORE 03/01/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
ERAL FUND					
19880 19880 CULLIGAN WARNER	CULLIGAN OF STURGEON BAY WARNER-WEXEL LLC	421 MICHIGAN STREET 421 MICHIGAN STREET 3 BAGS SALT PAPER PRODUCTS	01-160-000-56150 01-160-000-58650 01-160-000-55300 01-160-000-51850	2,292.06 178.56 43.89 164.89	
			TOTAL		2,963.89
			TOTAL CITY HALL		2,963.89
INSURANCE					
MCCLONE	MCCLONE AGENCY, INC	21/22 WORK COMP AUDIT	01-165-000-58750	3,680.00	
			TOTAL		3,680.00
			TOTAL INSURANCE		3,680.00
GENERAL EXPENE	DITURES				
08167 08167 15890 APEX US BANK US BANK US BANK		02/22 FIRE COPIER 02/22 FIRE COPY OVERAGE 02/22 ADMIN COPIER	01-199-000-57450 01-199-000-57450 01-199-000-57250 01-199-000-55650 01-199-000-55650 01-199-000-55650 TOTAL TOTAL GENERAL EXPENDITURES	54.41 109.78 12.65 3,575.00 99.50 16.77 116.00	3,984.11
BUBRICKS BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	ASSORTED OFFICE SUPPLIES MARKERS	01-200-000-51950 01-200-000-51950	96.88 6.75	
US BANK US BANK	US BANK EQUIPMENT FINANCE	02/22 POLICE COPIER 02/22 POLICE COPY OVERAGE	01-200-000-55650 01-200-000-55650	213.59 60.83	
			TOTAL		378.05
			TOTAL POLICE DEPARTMENT		378.05
POLICE DEPARTM	MENT/PATROL				
03133 04696 19880 19880 19880 CRABB	CELLCOM WISCONSIN RSA 10 DOOR COUNTY TREASURER STURGEON BAY UTILITIES ANDREW CRABB	01/22 CRADELPOINT PORT SEC 01/22 FUEL CHARGES SUNSET PRK BT LAUNCH 110 S NEENAH AVE CAMERA 724 SHORECREST RD CAMERA TRAINING MEAL EXPNSES/CRABB	01-215-000-51650 01-215-000-56150 01-215-000-56150 01-215-000-56150	53.24 4,494.26 21.01 16.00 15.03 73.48	

DATE: 02/22/1922 CITY OF STURGEON BAY

TIME: 13:46:31 DEPARTMENT SUMMARY REPORT ID: AP443ST0.WOW

PAGE: 3

2,281.55

INVOICES DUE ON/BEFORE 03/01/2022

ITEM DESCRIPTION ACCOUNT # AMOUNT DUE VENDOR # NAME

GENERAL FUND

		10)	TAL POLICE DEPARTMENT/PA		4,673
DEPARTME	ENT				
FIRE DE	PARTMENT				
02005	BAY ELECTRONICS, INC.	BATTERIES	01-250-000-57550	350.00	
04600	DOOR COUNTY MEDICAL CENTER	RETURN TO WORK/JOB FUNCTION	01-250-000-57100	435.00	
04696	DOOR COUNTY TREASURER	01/22 FUEL CHARGES	01-250-000-51650	1,558.18	
15890	PACK AND SHIP PLUS	SHIPPING	01-250-000-54999	12.42	
16570	PIONEER FIRE COMPANY	UNIFORM ALLOWANCE	01-250-000-52900	509.94	
19880	STURGEON BAY UTILITIES	92 E MAPLE STREET	01-250-000-56675	6.22	
19880		1317 SHILOH RD	01-250-000-56675	6.22	
19880		MARTIN PARK RESTROOM	01-250-000-56675	6.22	
19880		421 MICHIGAN STREET	01-250-000-56675	133.25	
19880		TRUCK FILL	01-250-000-56675	42.65	
19880		MEM FLD WARMING HOUSE	01-250-000-56675	49.73	
19880		835 N 14TH AVE	01-250-000-56675	49.73	
19880		GARLAND PARK	01-250-000-56675	6.22	
19880		SUNSET CONSN CNTR	01-250-000-56675	49.73	
19880		FRANK GRASSE MEM SHELTER	01-250-000-56675	15.54	
19880		OTUMBA PARK	01-250-000-56675	6.22	
19880		W SIDE WARMING HOUSE	01-250-000-56675	6.22	
19880		W SIDE FIRE STATION	01-250-000-56675	49.73	
19880		W SIDE FIRE STATION	01-250-000-56150	176.03	
19880		W SIDE FIRE STATION	01-250-000-58650	102.70	
19880		38 S NEENAH AVE PAVILLION	01-250-000-56675	6.22	
19880		NEENAH AVE RESTROOM	01-250-000-56675	31.08	
19880		W SIDE BALLFLD LITES	01-250-000-56675	31.08	
19880		GIRLS LITTLE LEAGUE	01-250-000-56675	49.73	
19880		FIRE TRAINING SITE	01-250-000-56675	6.22	
19880		FIRE TRAINING SITE	01-250-000-56150	13.39	
19880		QUINCY BALLFLD	01-250-000-56675	49.73	
19880		PENNSYLVANIA ST DOCK	01-250-000-56675	15.54	
19880		92 E MAPLE STREET DOCK	01-250-000-56675	6.22	
19880		107 N 1ST AVE MARINA/RESTROOM	01-250-000-56675	49.73	
19880		KENTUCKY ST CITY PRK RAMP	01-250-000-56675	6.22	
19880		48 KENTUCKY ST CITY MARINA	01-250-000-56675	49.73	
19880		SIGN SHED	01-250-000-56675	6.22	
19880		CHERRY BLOSSOM PARK	01-250-000-56675	15.54	
APEX	APEX SAFETY AND COMPLIANCE LLC	ONLINE SAFETY TRAINING	01-250-000-55600	650.00	
		TO	TAL FIRE DEPARTMENT		4,55
		TO	TAL FIRE DEPARTMENT		4,55
REMOVAL					
SNOW RE					
04696	DOOR COUNTY TREASURER	500 G SALT BRINE	01-410-000-52400	132.29	
06012	FASTENAL COMPANY	BOLTS	01-410-000-51400	131.39	
13655	MONROE TRUCK EQUIPMENT, INC	HYDRAULIC PUMP ASSEMBLY	01-410-000-51400	2,017.87	
		то	TAL SNOW REMOVAL		2,28

TOTAL SNOW REMOVAL

DATE: 02/22/1922 CITY OF STURGEON BAY PAGE: 4

TIME: 13:46:31 DEPARTMENT SUMMARY REPORT

ID: AP443ST0.WOW

INVOICES DUE ON/BEFORE 03/01/2022

CELLCOM WISCONSIN RSA 10 01/22 MIKE B CELL SVC

03133

VENDOR	# NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
RAL FUND					
STREET SIGNS	AND MARKINGS				
SIGNART	SIGNART COMPANY INC	V2.I SIGN REPLCE-VEHICLE DAMGE	01-420-000-52600	8,394.00	
SIGNART		SIGN INSTALLATION	01-420-000-52600	2,160.00	
		TOTA	AI.		10,5
		TOTA	AL STREET SIGNS AND MA	RKINGS.	10,5
STREET MACHI	NERY				
04545	DOOR COUNTY COOPERATIVE/NAPA	SPRAY CAN	01-450-000-53000	107.94	
04696	DOOR COUNTY TREASURER	01/22 FUEL CHARGES 424.11G	01-450-000-51650	1,258.76	
04696		01/22 DSL FUEL CHARGES 2230.93	01-450-000-51650	7,500.39	
06012	FASTENAL COMPANY	HARDWARE	01-450-000-53000	8.95	
06012		PINS	01-450-000-53000	52.12	
13655	MONROE TRUCK EQUIPMENT, INC	PLOW PARTS	01-450-000-52150	124.77	
KBCUSTO	M KB CUSTONWORKS	20'-2"X1/8" FLAT BAR	01-450-000-53000	22.16	
O'REILI	Y O'REILLY AUTO PARTS-FIRST CALL	ABSORBER/DRYING TOOL	01-450-000-52150	43.97	
		TOTA	AL.		9,1
		TOTA	AL STREET MACHINERY		9,1
CITY GARAGE					
19880	STURGEON BAY UTILITIES	SALT SHED	01-460-000-56150	22.74	
19880		835 N 14TH AVE	01-460-000-56150	1,083.66	
19880		835 N 14TH AVE	01-460-000-58650	102.81	
		тот	A.L.		1,2
		TOTA	AL CITY GARAGE		1,2
HIGHWAYS - C	GENERAL				
19880	STURGEON BAY UTILITIES	808 S DULUTH AVE	01-499-000-58000	17.42	
19880		1536 EGG HRBR RD TRFFC LITE	01-499-000-58000	27.75	
19880		N 14TH & EGG HRBR RD TRFF LITE	01-499-000-58000	41.34	
19880		2 TRFFC WARNING LIGHTS	01-499-000-58000	5.50	
19880		MADISON AVE TRFFC LITES	01-499-000-58000	136.43	
19880		342 ORNAMENTAL ST LITES	01-499-000-58000	5,037.73	
19880		595 OVERHEAD ST LITES	01-499-000-58000	6,667.60	
19880		S LANSING & W WALNUT SIGN	01-499-000-58000	9.28	
19880		1ST AVE EAST SIDE DOCK	01-499-000-58000	46.11	
19880		OLD HWY RD SIGN	01-499-000-58000	18.19	
		тот	AL		12,0
		тот	AL HIGHWAYS - GENERAL		12,0

44.09

01-500-000-58250

TIME: 13:46:31 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 03/01/2022

VENDOR # NAME ITEM DESCRIPTION ACCOUNT # AMOUNT DUE

GENERAL FUND

ID: AP443ST0.WOW

03133 01/22 CELL SVC 01-500-000-58250 26.18

TOTAL 70.27

TOTAL PARK & RECREATION ADMIN 70.27

PARKS AND PLAYGROUNDS

04545	DOOR COUNTY COOPERATIVE/NAPA	ALARM	01-510-000-53000	29.49
04545		ALARM	01-510-000-53000	29.49
04696	DOOR COUNTY TREASURER	01/22 FUEL CHARGES 153.95G	01-510-000-51650	456,92
04696		01/22 FUEL CHARGES 24.55G	01-510-000-51650	82.54
08225	HERLACHE SMALL ENGINE	AIR FILTERS	01-510-000-56250	11.50
08225		ASSORTED SUPPLIES	01-510-000-56250	35.09
08225		FILTERS	01-510-000-56250	24.25
08225		OIL/FILTERS/PLUGS/BELT	01-510-000-51900	78.82
08225		CREDIT	01-510-000-51900	-17.69
13049	MAY'S SPORT CENTER	FILTER	01-510-000-51900	3.00
19880	STURGEON BAY UTILITIES	MICHIGAN ST CHARGING STATION	01-510-000-56150	31.99
19880		MARTIN PARK PAVILLION	01-510-000-56150	13.39
19880		MARTIN PARK RESTROOM	01-510-000-58650	8.00
19880		MEM FLD WARMING HOUSE	01-510-000-56150	98.42
. 19880		MEM FLD WARMING HOUSE	01-510-000-58650	-202.78
19880		MEM FLD WARMING HOUSE	01-510-000-58650	406.74
19880		GARLAND PARK	01-510-000-56150	13.39
19880		GARLAND PARK	01-510-000-58650	8.00
19880		SUNSET CONSN CNTR	01-510-000-56150	191.57
19880		SUNSET CONSN CNTR	01-510-000-58650	52.16
19880		FRANK GRASSE MEM SHELTER	01-510-000-56150	24.60
19880		FRANK GRASSE MEM SHELTER	01-510-000-58650	11.40
19880		OTUMBA PARK	01-510-000-56150	16.66
19880		OTUMBA PARK	01-510-000-58650	8.00
19880		W SIDE WARMING HOUSE	01-510-000-56150	113.50
19880		W SIDE WARMING HOUSE	01-510-000-58650	8.00
19880		JAYCEES BALLFLD	01-510-000-56150	13.39
19880		3rd AVE POWER PANEL	01-510-000-56150	19.60
19880		421 MICHIGAN FLAG LIGHT	01-510-000-56150	30.48
19880		MEM FLD PRKG LOT	01-510-000-56150	50.48
19880		W SIDE BALLFLD LITES	01-510-000-58650	18.66
19880		MEM FLD COMPLEX	01-510-000-56150	197.76
19880		GIRLS LITTLE LEAGUE	01-510-000-58650	28.32
19880		OTUMBA PRK WALKWAY	01-510-000-56150	17.64
19880		OUINCY BALLFLD	01-510-000-58650	27.99
19880		SIGN SHED	01-510-000-56150	66.68
19880		SIGN SHED	01-510-000-58650	8.00
19880		CHERRY BLOSSOM PARK	01-510-000-56150	13.39
19880		CHERRY BLOSSOM PARK	01-510-000-58650	11.40
20070	TAPCO	HOST FEE BOAT LAUNCH PAY STATN	01-510-000-58999	50.00
DEKANE	DEKANE EQUIPMENT CORPORATION	GUARD SHIELD	01-510-000-51900	202.86
JOHNBAUR	JOHN BAUR	SAFETY CLOTHING/J BAUR	01-510-000-56800	129,85
LAUSCHER	PETE LAUSCHER	SAFETY BOOT REIMBUSE/LAUSCHER	01-510-000-56800	146.08
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	OIL FILTERS/COPPER PLUGS	01-510-000-53000	46.24
O'REILLY		OIL FILTERS	01-510-000-51900	23.50
O'REILLY		PUMP	01-510-000-53000	59.60
PREVEA	PREVEA HEALTH OCCUPTNL HEALTH		01-510-000-57100	334.65

TIME: 13:46:31 ID: AP443STO.WOW

CITY OF STURGEON BAY DEPARTMENT SUMMARY REPORT

DATE: 02/22/1922 PAGE: 6

INVOICES DUE ON/BEFORE 03/01/2022

ITEM DESCRIPTION ACCOUNT # VENDOR # NAME GENERAL FUND 3,033.02 TOTAL TOTAL PARKS AND PLAYGROUNDS 3,033.02 MUNICIPAL DOCKS 01-550-000-56150 162.65 19880 STURGEON BAY UTILITIES 36 S NEENAH PKG LOTS 24.27 19880 38 S NEENAH AVE PAVILLION 01-550-000-56150 8.00 19880 38 S NEENAH AVE PAVILLION 01-550-000-58650 19880 NEENAH AVE RESTROOM 01-550-000-56150 69.15 19880 NEENAH AVE RESTROOM 01-550-000-58650 18.00 20070 HOST FEE BOAT LAUNCH PAY STATN 01-550-000-58999 50.00 TAPCO HOST FEE BOAT LAUNCH PAY STATN 01-550-000-58999 50.00 20070 TOTAL 382.07 TOTAL MUNICIPAL DOCKS 382.07 WATERFRONT PARKS & WALKWAYS 19880 STURGEON BAY UTILITIES MADISON AVE DC MUSEUM WLKWAY 01-570-000-56150 69.49 MADISON AVE DC MUSEUM PRK LOT 01-570-000-56150 138.56 19880 JUNIPER ST WALKWAY 01-570-000-56150 43.16 19880 JUNIPER ST PARKING LOT 01-570-000-56150 40.11 19880 01-570-000-58650 11.40 19880 PENNSYLVANIA ST DOCK 130.78 48 KENTUCKY ST WTRFRONT 01-570-000-56150 19880 01-570-000-58650 8.00 19880 92 E MAPLE STREET DOCK 107 N 1ST AVE MARINA/RESTROOM 01-570-000-56150 376.87 19880 19880 107 N 1ST AVE MARINA/RESTROOM 01-570-000-58650 51.40 19880 KENTUCKY ST CITY PRK RAMP 01-570-000-56150 255.67 19880 48 KENTUCKY ST CITY MARINA 01-570-000-58650 28.32 TOTAL 1,153.76 TOTAL WATERFRONT PARKS & WALKWAYS 1,153.76 EMPLOYEE BENEFITS

19730	STURGEON BAY VISITOR CENTER-	GIFT CERTIFICATE/WELLNESS BAG	01-600-000-50550	25.00
EBC CORP	EMPLOYEE BENEFITS CORPORATION	02/22 FSA/COBRA/PEB	01-600-000-50510	181.00

206.00 TOTAL

15028 MARTY OLEJNICZAK MILEAGE EXPNSE 01-900-000-55600 207.09 17700 QUILL CORPORATION 6 FILING CABINETS 0 \$422.99 EA 01-900-000-54999 2,537.94

COMMUNITY & ECONOMIC DEVLPMT

TOTAL 2,745.03

206.00

TOTAL EMPLOYEE BENEFITS

ID: AP443ST0.WOW

19880

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CITY OF STURGEON BAY PAGE: 7 DATE: 02/22/1922 TIME: 13:46:31 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 03/01/2022

VENDOR # NAME ITEM DESCRIPTION ACCOUNT # AMOUNT DUE GENERAL FUND TOTAL COMMUNITY & ECONOMIC DEVLPMT 2,745.03 TOTAL GENERAL FUND 63,495,33 CAPITAL FUND FIRE DEPARTMENT EXPENSE 01765 RESCUE SAFETY GEAR ACCESSORIES 10-250-000-59050 325.00 ATLAS OUTFITTERS PAULCONW PAUL CONWAY SHIELDS TURN OUT GEAR HOODS 10-250-000-59050 2,835.26 TOTAL EXPENSE 3,160,26 TOTAL FIRE DEPARTMENT 3,160,26 TOTAL CAPITAL FUND 3,160,26 CABLE TV CABLE TV / GENERAL CABLE TV / GENERAL 21-000-000-55015 MANN COMMUNICATIONS, LLC 3.1.22 CONTRACT 5,361.25 TOTAL CABLE TV / GENERAL 5,361.25 TOTAL CABLE TV / GENERAL 5,361.25 TOTAL CABLE TV 5,361.25 SOLID WASTE ENTERPRISE SOLID WASTE ENTERPRISE FUND SOLID WASTE ENTERPRISE FUND 04696 DOOR COUNTY TREASURER 91/22 DSL FUEL CHARGES 778.51G 60-000-000-51650 2,617.35 O'REILLY O'REILLY AUTO PARTS-FIRST CALL HYDRAULIC OIL 60-000-000-52050 231.96 96 G REFUSE CAN REND/D WILSON 60-000-000-48250 R0001731 DOUG WILSON 56.88 TOTAL SOLID WASTE ENTERPRISE FUND 2,906.19 TOTAL SOLID WASTE ENTERPRISE FUND 2,906,19 TOTAL SOLID WASTE ENTERPRISE 2,906.19 COMPOST SITE ENTERPRISE FUND COMPOST SITE ENTERPRISE FUND COMPOST SITE ENTERPRISE FUND STURGEON BAY UTILITIES 19880 92 E MAPLE STREET 64-000-000-58999 2.00 19880 1317 SHILOH RD 64-000-000-58999 2.00

MARTIN PARK RESTROOM

421 MICHIGAN STREET

835 N 14TH AVE

MEM FLD WARMING HOUSE

64-000-000-58999

64-000-000-58999

64-000-000-58999

64-000-000-58999

2.00

10.00

6.00

6.00

DATE: 02/22/1922

ID: AP443ST0.WOW

CITY OF STURGEON BAY

TIME: 13:46:31 DEPARTMENT SUMMARY REPORT

VENDOR # NAME ITEM DESCRIPTION ACCOUNT # AMOUNT DUE COMPOST SITE ENTERPRISE FUND COMPOST SITE ENTERPRISE FUND COMPOST SITE ENTERPRISE FUND 19880 GARLAND PARK 64-000-000-58999 2.00 19880 SUNSET CONSN CNTR 64-000-000-58999 6.00 19880 FRANK GRASSE MEM SHELTER 64-000-000-58999 2.00 19880 OTUMBA PARK 64-000-000-58999 2.00 19880 W SIDE WARMING HOUSE 64-000-000-58999 2.00 19880 W SIDE FIRE STATION 64-000-000-58999 6.00 19880 38 S NEENAH AVE PAVILLION 64-000-000-58999 2.00 19880 NEENAH AVE RESTROOM 64-000-000-58999 4.00 19880 W SIDE BALLFLD LITES 64-000-000-58999 4.00 19880 GIRLS LITTLE LEAGUE 64-000-000-58999 6.00 19880 COMPOST SITE 64-000-000-56150 14.38 19880 FIRE TRAINING SITE 64-000-000-58999 2,00 19880 QUINCY BALLFLD 64-000-000-58999 6.00 19880 PENNSYLVANIA ST DOCK 64-000-000-58999 2.00 92 E MAPLE STREET DOCK 19880 64-000-000-58999 2.00 19880 107 N 1ST AVE MARINA/RESTROOM 64-000-000-58999 6.00 19880 KENTUCKY ST CITY PRK RAMP 64-000-000-58999 2.00 19880 48 KENTUCKY ST CITY MARINA 64-000-000-58999 6.00 19880 SIGN SHED 64-000-000-58999 2.00 19880 CHERRY BLOSSOM PARK 64-000-000-58999 2.00 TOTAL COMPOST SITE ENTERPRISE FUND 108.38 TOTAL COMPOST SITE ENTERPRISE FUND 108.38

INVOICES DUE ON/BEFORE 03/01/2022

TOTAL COMPOST SITE ENTERPRISE FUND 108.38 TOTAL ALL FUNDS 75,031.41

PAGE: 8

March 1, 2022 Common Council	Page 8A
MANUAL CHECKS	
SECURIAN FINANCIAL GROUP 02/11/22 Check # 89880 03/22 Life Insurance 01-600-000-50552	\$2,333.12
AT&T MOBILITY 02/11/22 Check # 89881 01/22 Police Dept Cellphone Charges 01-215-000-58250	\$554.21
DOOR COUNTY TREASURER 02/16/2022 Check # 89946 02/22 Tax Settlement 01-000-000-24212	\$1,447,200.42
NWTC GREEN BAY 02/16/2022 Check # 89947 02/22 Tax Settlement 01-000-000-24640	\$300,009.14
SEVASTOPOL SCHOOL DISTRICT 02/16/2022 Check # 89948 02/22 Tax Settlement 01-000-000-24630	\$90,860.01
SOUTHERN DOOR SCHOOL DISTRICT 02/16/2022 Check # 89949 02/22 Tax Settlement 01-000-000-24620	\$213,234.88
STURGEON BAY SCHOOL DISTRICT 02/16/2022 Check # 89737 02/22 Tax Settlement 01-000-000-24610	\$3,930,861.85

SUN LIFE \$2,075.86 02/16/2022 Check # 89951 02/22 Short/Long Term Disability 01-000-000-21545 SOUTHERN DOOR SCHOOL DISTRICT 02/21/2022 Check # 89952 01/22 Mobile Home Tax Payment 01-000-000-41300

STURGEON BAY SCHOOL DISTRICT \$3,956.48 02/21/2022
Check # 89953
01/22 Mobile Home Tax Payment
01-000-000-41300

TOTAL MANUAL CHECKS

\$5,991,283.51

\$197.54

DATE: 02/22/1922 TIME: 13:46:31 ID: AP443ST0.WOW

CITY OF STURGEON BAY DEPARTMENT SUMMARY REPORT PAGE: 9

INVOICES DUE ON/BEFORE 03/01/2022

VENDOR # NAME

ITEM DESCRIPTION

ACCOUNT #

AMOUNT DUE

SUMMARY OF FUNDS:

GENERAL FUND CAPITAL FUND

CABLE TV

SOLID WASTE ENTERPRISE

COMPOST SITE ENTERPRISE FUND

TOTAL --- ALL FUNDS

63,495.33 6, Uht, 778.84

5,361.25

2,906.19

108.38

75,032.41 Willele 314.42

HelmBacon 2/22/2022 Seth Virnuly 2/22/22 Smille 2/22/22

COMMON COUNCIL February 15, 2022

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

Williams/Gustafson to adopt the agenda. Carried.

No one spoke during public comment.

Julie Gilbert, Destination Door County President/CEO was introduced to the Council.

Beth Renstrom presented a granary update to the Council.

Bacon/Wiederanders to approve 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: All voted aye. Carried.

Reeths/Wiederanders to approve 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
- 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.
- 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.
- 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.
- I. 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.

Carried.

There were no mayoral appointments.

RECOMMENDATION

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.

FINANCE/PURCHASING & BUIDLING COMMITTEE By: Helen Bacon, Chr.

Introduced by Bacon. Bacon/Williams to adopt. Julie Schmelzer, Director of Business Development at DCEDC summarized the project. Carried.

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to accept the offer from Turning Point to purchase approximately 1.75 acres, home and accessory building in "as is" condition, located at 1317 Shiloh Rd in the amount of \$333,000, with the contingency that municipal water and sanitary sewer connection occurs no later than January 20, 2027.

FINANCE/PURCHASING & BUIDLING COMMITTEE By: Helen Bacon, Chr.

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

No action was taken on the Finance/Purchasing & Building Committee recommendation regarding the purposed NERR sites This item will come back to the March 1, 2022 Council meeting.

Williams/Gustafson to read in title only the first reading of ordinance re: repeal and recreate Section 4.01 and 4.02 of the Municipal Code – Emergency Management. Carried.

Williams/Reeths to read in title only the first reading of ordinance re: repeal and create Section 3.01(1) and (2) of the Municipal Code – Tax Roll and Receipts. Carried.

Williams/Wiederanders to read in title only the first reading of ordinance re: repeal and recreate Section 3.035(10 and (2)(a) of the Municipal Code – Reimbursement of Expenses. Carried.

Williams/Bacon to read in title only the first reading ordinance re: repeal and recreate Section 3.085(1) and (2) of the Municipal Code – Access to Public Records. Carried.

Williams/Wiederanders to read in title only the first reading of ordinance re: repeal and recreate Section 3.09(1) and (2) of the Municipal Code – Disposition of Municipal Property & Remittance of Funds. Carried.

The City Administrator gave his report.

The Mayor gave his report.

Statz/Wiederanders to adjourn. Carried. The meeting adjourned at 7:00 p.m.

Respectfully submitted,

Stephanu J. Kunnardt
Stephanie L. Reinhardt
City Clerk/HR Director

FINANCE/PURCHASING & BUILDING COMMITTEE February 8, 2022

A meeting of the Finance/Purchasing & Building Committee was called to order at 4:00 pm by Chairperson Bacon in the Council Chambers, City Hall. Roll call: Alderpersons Bacon, Wiederanders and Williams were present. Also present: Mayor Ward, Alderperson Gustafson, City Treasurer/Finance Director Clarizio, Municipal Services Director Barker, Police Chief Henry, and Office Accounting Assistant II Metzer.

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

- 1. Roll call.
- 2. Adoption of agenda.
- 3. Public comment on agenda items and other issues related to finance & purchasing.
- 4. Consideration of: Award of Bid for Three Riding Mowers.
- 5. Consideration of: Purchase a Dive Breathing Air Cascade System with Compressor.
- 6. Consideration of: National Estuarine Research Reserve (NERR) Site Selection.
- 7. Consideration of: Offer to purchase City Owned Property-S. Grant Ave/Vibernum St.
- 8. 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: Offer to purchase City Owned Property-S. Grant Ave/Vibernum St.

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.

- 9. Review bills.
- 10. Adjourn.

Carried.

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

Consideration of: Award of Bid for Three Riding Mowers:

Municipal Services Director Barker presented the following 2 bids received for the purchase of three riding mowers. The 2022 capital budget allocated \$52,000 for the purchase. Luxemburg Implement was the lowest bid at \$53,714 which is over budget by \$1,714. He anticipates covering the overage as items currently in the bid process are expected to come in below budget.

Luxemburg Implement, Luxemburg WI		Weyers Equipment, Kaukauna, WI		
(2) New 60" Mowers	\$27,140	(2) New 60" Mowers(1) New 72" Mower(3) Bagger SystemsPurchase Price	\$27,100	
(1) New 72" Mower	\$13,830		\$13,800	
(3) Bagger Systems	\$12,744		\$13,600	
Total Price	\$53,714		\$54,500	

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to approve the purchase of two 60" mowers, one 72" mower and three bagger systems from Luxemburg Implement in the amount of \$53,714. Carried.

Consideration of: Purchase a Dive Breathing Air Cascade System with Compressor.

Police Chief Henry presented the following 2 bids, explaining that the Sturgeon Bay Police Department/Door County Dive Team was awarded a \$45,000 grant to purchase a breathing air cascade system. The bid from Jefferson Fire, a local Wisconsin company, was \$1,597.60 over the grant award but adjustments will be made to the bid to reduce the cost to the grant thereby covering the purchase 100% with grant funds.

Jefferson Fire

\$46,597.65

Nuvair

\$46,461.87

Moved by Alderperson Wiederanders, seconded by Alderperson Williams to recommend to Common Council 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. Carried.

Consideration of: National Estuarine Research Reserve (NERR) Site Selection:

Mayor Ward stated the University of Wisconsin-Green Bay has been awarded a franchise for a NERR Site. They are in the process of defining criteria for the site. Three cities are up for site consideration, Green Bay, Marinette and Sturgeon Bay. The City's AD HOC Committee has been working to put together a bid packet including potential NERR site locations. The sites selected are of various square footage and either city or privately owned. Private property owners have been notified of inclusion in the site selection if chosen UWGB will work directly with the owner. He stated the city-owned sites selected are the old maritime museum located at Sunset Park, E-dock and parking space at the Sawyer Park-Boat Launch that is currently used as storage for navigational aids. The University would ideally like space to include a visitor center, administrative offices, and an education center. Mayor Ward commented that it is important for the Council to be involved in the discussions and approval of the sites selected to present to the NERR Selection Committee.

Moved by Alderperson Wiederanders, seconded by Alderperson Williams to recommend to Common Council to approve the proposed National Estuarine Research Reserve (NERR) sites and share with the NERR Site Selection Committee. Carried.

Consideration of: Offer to Purchase City Owned Property -S. Grant/Vibernum St:

Mayor Ward explained the city acquired 12 -acres along Grant Ave thru bankruptcy and tax foreclosure years ago. A portion of this property has been sold and developed for businesses and housing by S.C Swiderski and Lexington Homes. Lexington Homes has submitted an offer to purchase the remaining 6.84 acres. City Treasurer/Finance Director Clarizio stated they are proposing a 72-80 unit housing development, offering \$40,000 per acre for 6.84 acres totaling \$273,000. They have not asking the city for any financial assistance at this time. She stated the sale is subject to several contingencies including the Grant Ave street connection happening at the City's expense, approval of a Planned Unit Development or conditional use for the proposed multiple family residential development, soil testing by the buyer and any special assessment being paid by the City. The development fits into the comprehensive plan and eliminates the uncertainty of the RFP process. Mayor Ward commented again that Lexington has not indicated a need for City assistance. The development would roll right on to the tax roll but noted that the development is in the Southern Door School District and they will receive the school district funds generated from the development.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to accept the offer from Lexington Homes to purchase approximately 6.84 acres located at S.

Grant Avenue and Vibernum Street, in the amount of \$273,600, with the additional contingency of a buy back clause if development has not commenced after 2 years, confirming with the buyer that the removal/spreading of the soil pile is the buyer's obligation, and that the sidewalk construction or assessment could occur or be required in the future. Carried.

The Committee did not go 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 4:29pm.

Respectfully submitted,

Tricia Metzer

CITY OF STURGEON BAY LOCAL ARTS BOARD MEETING Wednesday, February 9, 2022 Council Chambers, City Hall, 421 Michigan Street 8:30 A.M.

A meeting of the Local Arts Board was called to order at 8:36 A.M., by Chairperson/Ald. Helen Bacon in Council Chambers, City Hall, 421 Michigan Street.

Roll Call: Members present were Ald. Helen Bacon, Stephanie Trenchard, Claire Morkin, Margaret Lockwood and melaniejane. Also present were Destination Sturgeon Bay Executive Director Cameryn Ehlers-Kwaterski, Director of Municipal Services Mike Barker, Administrative Assistant Suzanne Miller and Municipal Services Secretary Patty Quinn.

Adoption of the Agenda: Moved by Ms. Morkin and seconded by Ms. Lockwood to adopt the agenda.

- 1. Roll Call
- 2. Adoption of the agenda
- 3. Review of Minutes from December 8, 2021
- 4. Chair's report
- 5. Public comment on agenda items
- 6. Discussion and follow up on the cultural road map/matrix
- 7. Introduction to Destination Sturgeon Bay
- 8. Discussion on the Wisconsin Sea Grant mural
- 9. Discussion on a press release on a call for ideas
- 10. Adjourn

All in favor. Carried.

Review of Minutes from December 8, 2021: No comments.

Chair's report: Ald. Bacon asked to reschedule the April meeting to a different day. Agreed to meet the 20th of that month. Ms. Quinn to check on availability of Chambers.

Public comment on agenda items: No comments.

Discussion and follow up on the cultural road map/matrix: Ald. Bacon had distributed earlier an updated version of "Our Brand – What Is Guiding Us" and she highlighted the items that had been added since an earlier version. One key topic was the addition of audio/QR codes as another method of visualizing local art. She also spoke on the many partnerships right in the City where families and children can benefit.

Introduction to Destination Sturgeon Bay: Executive Director of Destination Sturgeon Bay, Cameryn Ehlers-Kwaterski, spoke on the goals and structure of DSB and how they are funded and how grants play an important part in their organization. She provided data on the success of events held in 2021 that shows an increase in visitors to the City and Door County. Ms. Ehlers-Kwaterski also talked about the focus of partnering with local entities such as the Miller Art Center and the Maritime Museum in celebrating the City's art community and working towards having it be an artistic hub.

Various questions were asked by the board and all spoke on ways that this board can help DSB in such areas as grants and partnerships.

Discussion on the Wisconsin Sea Grant mural: Ald. Bacon provided details on the Wisconsin Sea Grant and the opportunity that has been given to the City in getting funds for a mural to be placed on City property. Ald. Bacon and other City officials held a virtual meeting with the Sea Grant organization several weeks prior where the details and expectations were discussed. Sea Grant has a 50th anniversary this year so it's vital that the mural comes to fruition in 2022. Theme will be "coastal history" and will be open to all artists. Ald. Bacon answered questions from the board on what the Local Arts Board's involvement will be in choosing an artist, the City's current mural policy, and where the mural will be placed.

Discussion on a press release on a call for ideas: Ms. melaniejane asked questions related to preparing a press release on what the headline and content should be. She provided a deadline for its publication.

Possible Items for next month's agenda:

- · Call for ideas and artists
- Update on the Wisconsin Sea Grant project
- · Discussion on paying stipends to artists
- Discussion with Miller Art Center

Next Meeting Date: Wednesday, March 9, 2022 @ 8:30 A.M. - Council Chambers, City Hall.

Motion to adjourn by Ms. Trenchard and seconded by Ms. melaniejane. All in favor. Carried. Meeting adjourned at 9:49 A.M.

Respectfully submitted,

Patricia S. Quinn

Municipal Services Secretary

WATERFRONT REDEVELOPMENT AUTHORITY Wednesday, February 9, 2022

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

Roll Call (#1): Members present: Ryan Hoernke, Dan Williams, Chris Jeanquart, Spencer Gustafson, John Hauser, Barbara Pfeifer, and Carrie Tjernagel were present. Also present were WRA Secretary Marty Olejniczak, City Administrator Josh VanLieshout, and Administrative Assistant Suzanne Miller.

Adoption of agenda (#2): Motion was made by Pfeifer and second by Hoernke to adopt the following agenda:

- 1. Roll call.
- 2. Adoption of agenda.
- 3. Approval of minutes from January 12, 2022.
- 4. Public Comment on agenda items only.
- 5. Update on current waterfront redevelopment activities.
- Convene in closed session in accordance with the following exemption:
 Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conduction other specified public business, whenever completive or bargaining reasons require a closed session. 19.85 (1)(e).

Consideration of: Sale of property located at 10 W. Larch Street (parking lot) - parcel no. 281-24-15090301A.

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 Authority may adjourn in closed session.

7. Adjourn.

All ayes. Motion carried.

Approval of minutes from January 12, 2022 (#3): Motion was made by Jeanquart and second by Gustafson to approve the minutes from January 12, 2022. All ayes. Motion carried.

Public Comment on agenda items only (#4):

Chris Kellems of 120 Alabama Street stated she remains opposed to the sale of the parking lot located at 10 W. Larch St.

Update on current waterfront redevelopment activities (#5): Olejnicak reported: 1) Granary project hopes to meet their deadline as the pilings are in. The next phase is to move the super-structure onto the foundation. 2) Owners of The Terrace wish to approve their development agreement with the City, filed for their permit for a historic fill exemption, and met with the DNR. 3) The Breakwater Residences remain on hold secondary to construction costs as developers seek additional bids. 4) Door County Maritime Museum received a large grant that will allow for completion of the exhibits for the tower and plan a grand opening in May. 5) Chad Shefchik accepted an award on behalf of the City for decorative concrete in the West Waterfront Promenade. Oleniczak distributed a map showing all the WRA owned parcels to the members, stating divesting the WRA of the properties will be a challenging project for the members as some parcels are wrapped up in development agreements.

Convene in closed session in accordance with the following exemption (#6):

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

Consideration of: Sale of property located at 10 W. Larch Street (parking lot) - parcel no. 281-24-15090301A.

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 Authority may adjourn in closed session. (#6):

Moved by Hauser and second by Gustafson to convene in closed session. All ayes by roll call vote. Motion carried. The meeting convened in closed session at 3:11pm.

Adjourn (#7): Motion to adjourn in closed session by Hoernke and second by Tjernagel. All ayes. Motion carried. Meeting adjourned at 4:04pm.

Respectfully submitted,

uzana Milla

Harbor Commission Meeting February 10, 2022

A meeting of the Harbor Commission was called to order by Chairperson Nault at 4:00 p.m. in Council Chambers, City Hall, 421 Michigan Street. Members Gary Nault, Robert Spude, Nancy Schopf, Steve Propsom and Caitlin Oleson were present. Paul Mickelson was absent. Also present were Municipal Services Director Mike Barker, Harbor Master Ryan Londo, and Municipal Services Assistant Colleen DeGrave.

4:02 p.m. Marty Olejniczak entered. 4:02 p.m. Marty Olejniczak exited.

Moved by Nancy Schopf, second by Robert Spude to adopt the following agenda:

- Roll Call
- 2. Adoption of Agenda
- 3. Public Comment
- 4. Consideration of: Harbor Improvement Plan
- 5. Discussion of: Aquatic Weed Spraying
- 6. Adjourn

Carried.

4:04 p.m. Marty Olejniczak entered.

Public Comment:

Chris Kellems, 120 Alabama St. spoke.

Introduction of new committee member Caitlin Oleson.

Consideration of: Harbor Improvement Plan.

Discussion took place regarding the three items on the Harbor Improvement Plan.

Moved by Caitlin Oleson, seconded by Robert Spude, to accept the 2022 Harbor Improvement Plan. All in favor. Carried.

4:13 p.m. Marty Olejniczak exited.

Discussion of: Aquatic Weed Spraying

Colleen K. DeGrave)

Discussion took place regarding the City of Sturgeon Bay aquatic weed spraying process. Several questions were asked by committee members as to what was used to control the aquatic weeds in 2021, as well as what some of the challenges were in controlling the weeds, and what measures could be utilized in the future. Harbor Master Ryan Londo and Municipal Services Director Mike Barker explained some of the limitations the City has in regards to controlling the weeds. A suggestion was made by Chairman Gary Nault to hold a future Harbor Commission meeting and possibly invite the DNR for educational purposes, and the rest of the committee agreed.

Moved by Nancy Schopf, second by Steve Propsom to adjourn. Meeting adjourned at 4:37 p.m.

Respectfully Submitted,

Colleen DeGrave

Municipal Services Assistant

Ad Hoc NERR Advisory Committee February 11, 2022

A meeting of the Ad Hoc NERR Advisory Committee was called to order at 9:03 a.m. by Co-Chairperson Oleson in Council Chambers, City Hall.

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

Adoption of agenda: Moved by Ms. Hauser, seconded by Mr. VanLieshout to adopt the following agenda:

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

Carried.

No one spoke during public comment.

Consideration of: UWGB NERR Update:

The criteria for the NERR is still scheduled to be released to the public in March. The UWGB NERR Site Development Committee is currently working on properties that will be included in the reserve, which may include publicly and non-profit owned properties located within the physical boundaries of the reserve.

Consideration of: Prospectus and Video Update:

Until criteria are received, details for the prospectus continue to be on hold. A list of potential sites has been identified within the City of Sturgeon Bay for the NERR central facility. Most of the properties are publicly owned by the City or County, one is privately owned. This list will be going before the Common Council next week for their acceptance. It was suggested to have an aerial video by drone of each potential site to include with prospectus submittal. This will provide an opportunity to see all aspect of each site.

Education will be one piece included in the prospectus. This could include a list of ecological groups that study waters within the boundaries of the reserve.

Consideration of: Outreach Strategy Update:

The meeting with school districts of Sturgeon Bay, Luxemburg-Casco, Algoma and Southern Door was very positive. The school districts are excited with the opportunities the NERR would bring to the area.

The pledge drive continues.

Moved by Mr. Meissner, seconded by Ms. Hauser to adjourn. Carried. The meeting adjourned at 9:43 a.m.

Respectfully submitted,

Laurie Spittlemeister,

Deputy Clerk/Treasurer

CITY PLAN COMISSION MINUTES February 16, 2022

A meeting of the City Plan Commission was called to order at 6:00p.m. on February 16, 2022, by Chairperson David J. Ward in the Council Chambers, City Hall, 421 Michigan Street, Sturgeon Bay.

Roll Call (#1): Members present: David Ward, Helen Bacon, Dennis Statz, Mark Holey, Debbie Kiedrowski, and Kirsten Reeths were present. Jeff Norland was excused. Staff present were Community Development Director Marty Olejniczak, Zoning and Planning Administrator Christopher Sullivan-Robinson, City Engineer Chad Shefchik and Administrative Assistant Suzanne Miller.

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

- 1. Roll call.
- 2. Adoption of agenda.
- 3. Approval of minutes from January 19, 2022.
- 4. Public comment on non-agenda Plan Commission related items.
- 5. Preliminary Planned Unit Development for a 26-unit multiple-family residential development proposed by S.C. Swiderski for the former Sunset School property located at 827 N. 8th Avenue.
 - a. Presentation
 - b. Public Hearing
 - c. Consideration
- 6. Combined Preliminary/Final Planned Unit Development for a 70-unit multiple-family residential development proposed by Cherry Point Investments, LLC for property located at 1048 Egg Harbor Road and the rear portion of 1116 Egg Harbor Road.
 - a. Presentation
 - b. Public Hearing
 - c. Consideration
- 7. Consideration of: Initial presentation of zoning amendments to change the zoning classifications of all properties within the Commercial/Light Manufacturing (C-3) district to General Commercial (C-1) or Light Industrial (I-1).
- 8. Adjourn.

Approval of minutes from January 19, 2022 (#3): Motion by Bacon and second by Kiedrowski to approve the minutes from January 19, 2022. All ayes. Motion carried.

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

Chair Ward announced the March 2022 meeting of the City Plan Commission will be held on Wednesday, March 30, 2022 at 6pm.

Preliminary Planned Unit Development for a 26-unit multiple-family residential development proposed by S.C. Swiderski for the former Sunset School property located at 827 N. 8th Avenue. (#5):

Presentation: Jaqui McElroy, Dir. of Business Development, Kortni Wolf, Business Development Manager, and Kallan McHugh, Project Engineer, representing S.C. Swiderski, LLC, 401 Ranger St., Mosinee, WI, presented plans to redevelop the former Sunset School property. They described the proposed development, SCS Sunset Estates, as consisting of four buildings of two different styles: 1) two Huntington buildings, each with four 2-bedroom townhome style units and four 2-bedroom units built over the garages, for a total of 16 units 2) one single-story Bedford building with four 2-bedroom units and two 3-bedroom units for a total of 6 units and 3) a second single-story Bedford unit with two 2-bedroom units and two 3-

bedroom units for a total of 4 units. All units have attached garages and additional parking spots in front of the garages. Wolf stated changes requested by the City were incorporated: 1) cedar privacy fencing 2) covered patios on the rear of the Bedford buildings and bright colors and 3) raised garden beds were added. McHugh presented responses to changes regarding parking and street access proposed by the City as: 1) exterior visitor parking was eliminated 2) Bedford driveways on 8th Ave. will be amended to meet aesthetic and safety concerns and he will work with the City to provide acceptable curb appeal 3) he will continue to work with SBU and SBFD to meet their requirements 4) the Bedford garage roofline cannot be changed, but upgraded garage doors with windows will be added and the façade of the building will be upgraded.

The complex will have on-site property managers and an in-house maintenance team. There is one fully ADA compliant unit in the complex. Luxury vinyl plank flooring and adjusted counter top heights add accessibility in the other units.

Public Hearing: No citizens presented to speak.

Consideration: The Commissioners questioned 1) the storm water plan and were told it would be submitted to the DNR and to the City for review 2) rents, which will range \$1,200 - \$1,500 including utilities except electric 3) possible addition of a community gathering area 4) possible use of pollinator and bird friendly plants rather than primarily conifers.

Reeths made a motion to approve the Preliminary Planned Unit Development for a 26-unit multiple-family residential development proposed by S.C. Swiderski for the former Sunset School property located at 827 N. 8th Avenue with the following conditions: 1) elimination of off-street visitor parking 2) addition of landscape island/strips closer to the street to provide separation and curb appeal at the proposed driveways for the two Bedford buildings 3) developer meets SBU and SBFD requirements 4) upgraded garage doors with windows be used on the two Bedford buildings and 5) addition of a public green space for community gathering and grilling. Second by Statz. All ayes. Motion carried.

Combined Preliminary/Final Planned Unit Development for a 70-unit multiple-family residential development proposed by Cherry Point Investments, LLC for property located at 1048 Egg Harbor Road and the rear portion of 1116 Egg Harbor Road. (#6):

Presentation: Pete Hurth of Baudhuin Surveying and Engineering, 312 No. 5th Ave, City stated preliminary engineering including stormwater analysis and rough-in of sewer, water, and driveway location is complete. Soil is quite deep and stormwater management can be implemented on the east, uphill of Cherry Point Mall. He described working with the City to connect Alabama Pl. to N. 12th St., possible elimination of dead ends and a lift station, discussion of a proposed gap in the north-south driveway to prevent its being used as a connection to Egg Harbor Rd., and the possibility of a shared driveway with the Tall Pines Estates to the west with construction of a cul-de-sac. Doreen Phillips of 1634 Rustic Oaks Ct., Green Bay, Wl. described a 70-unit project with two- and three-bedroom units and detached garages. She described the demand for 3-bedroom as endless. The apartment layout will be identical to Maritime Heights, but with a variety of exterior colors. There will be a sidewalk to provide a walking path to Egg Harbor Road and a gazebo gathering space. Rents will range \$800-850 for 2-bedroom units and ~\$1000 for 3-bedrooms. There will be an on-site maintenance manager on call.

Community Development Director Marty Olejniczak joined the meeting at 6:40pm.

Public Hearing: Peter Stoneman of 1233 Bluebird Place questioned how the number of units planned per the application increased from 60 to the current plan for 70, stated his belief that there will be an increase in traffic due to the road extension, and requested the road be moved a little to the south with a berm constructed at the border with his property to create a buffer for noise and light.

Sarah and Brian Bonovich of 1032 Egg Harbor Rd., owners of the adjacent Tall Pines Estates, requested the Commission require 1) a buffer or screening between the planned development and their complex to

prevent non-residents from crossing over onto their property to use the playground and other amenities 2) the planned development maintain the natural look of the immediate area 3) plantings to block headlights directed toward their complex 4) an onsite playground/play pavilion with vegetation buffer 5) Aesthetic Design and Site Review Board hold this development to the same standards for exterior appearance as the Tall Pines complex was (e.g. color, stone, masonry, roofing, pine trees). The Bonovich's stated they are not opposed to the planned development and recognize the need for 3-bedroom units, but are concerned with the number of units planned in light of the lack of green space.

Consideration: Olejniczak explained the Commission could make a recommendation during this meeting or hold the recommendation over until a later meeting. The Commissioners discussed the following: 1) who pays for the cul-de-sac on the proposed shared driveway and the possible berm and screening at Alabama St., 2) the need for additional green space, rain gardens, and a playground as proposed development will serve families with children, 3) their preference that Alabama St. be extended to connect the apartment complexes with 12th Pl., 4) their preference for the development to consist of five 12-unit buildings and two 4-unit buildings to increase the number of 3-bedroom end units and allow for smaller buildings nearest the single family dwellings to the north, 5) proposed development has more than adequate parking, 6) concern for additional curb cuts and the need to see an amended design without the cul-de-sac and shared driveway if the parties do not agree upon the shared entrance off Egg Harbor Rd., 7) the need to work with Chief, SBFD regarding safety of the non-connecting driveway to the west of the proposed development and with City Engineer to assess traffic flow.

Recommendation: No motion was made. Consideration will be placed on the agenda of the March 30, 2022 meeting of the City Plan Commission.

Consideration of: Initial presentation of zoning amendments to change the zoning classifications of all properties within the Commercial/Light Manufacturing (C-3) district to General Commercial (C-1) or Light Industrial (I-1). (#7):

Consideration: Olejniczak explained the recently recommended changes in the text of the zoning code require alterations to the zoning map. This initial presentation and Commission review are of four areas proposed to be rezoned from C-3 Commercial/Light Manufacturing to C-1 General Commercial and one area proposed to be rezoned from C-3 Commercial/Light Manufacturing to I-1 Light Industrial. Sullivan-Robinson stated the affected property owners were contacted. The Commission offered no objections to the proposed zoning classifications. The public hearing will be held at the next meeting.

Adjourn (#8): Holey made the motion to adjourn, second by Statz. All ayes. The motion carried. The meeting adjourned at 7:40p.m.

Respectfully submitted,

Suzanne Miller

Administrative Assistant



STURGEON BAY POLICE DEPARTMENTE CONTROLLER

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

To:

The Honorable Mayor

Members of the Common Council

Members of the Police and Fire Commission

City Administrator Josh VanLieshout

From:

Assistant Chief Daniel J. Brinkman

Subject:

Monthly Report for January, 2022

Date:

February 14, 2022

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

Crimes Investigated

The Department, during the month, investigated a total of 37 crimes.

These crimes can be broken down and classified as follows.

Bail Jumping	02
Possess Controlled Substance	
Theft.	
Fraud / Forgery	07
Threats to Injure	
Death Investigation	01
Sex Offense	02
Disorderly Conduct	06

TOTAL 37

Arrests

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

A. Felony Crime Arrest

Bail Jumping02
Identity Theft01
Fraud01
Operate Motor Vehicle w/o Owner Consent
Possess THC w/Intent to Deliver01
Possess Controlled Substance02
Possess Drug Paraphernalia01
Possess SCH 1 or 2 Narcotic Drug w/o Prescription01

TOTAL 10

В.	Disorderly Conduct. 02 Bail Jump. 04 Receive Stolen Property 01 Possess Drug Paraphernalia 03 Criminal Damage to Property 01 Resist / Obstruct Officer 01	FAL 12
Wis	sconsin Probation & Parole Arrests / Warrant Arrests11 TO	TAL 11
C.	Ordinance Violation Arrests Disorderly Conduct	ΓAL 12
D.	Traffic Crime Arrests Operate while Intoxicated	TAL 15
Е.	Operate Motor Vehicle while Intoxicated 06 Operate Motor Vehicle while Suspended/Revoked 05 Speeding 10 No Valid Driver's License 06 Operate M/V without Insurance 02 Miscellaneous Violations 19	`AL 48

In addition to the preceding arrests, the Department conducted a total of 160 traffic stops during the month and logged 72 violations for various motor vehicle defects and local ordinances and issued 54 written warnings for those violations. A total of 39 parking tickets were issued for violations throughout the city.

Traffic Accidents

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

D.	Motor Vehicle Accidents Involving Property Damage(less than \$1,000.00)	.03 TOTAL 25
C.	Motor Vehicle Accidents Involving Property Damage(greater than \$1,000.00)	.19
В.	Motor Vehicle Accidents Involving Injuries	
A.	Motor Vehicle Accidents Involving Fatalities	.00

Police Service Calls

Department members handled 329 service calls during the month. These calls consist of both citizen requests for police service as described below (256), crimes investigated (37), traffic accidents investigated (25), and Wisconsin Probation and Parole Assists (11).

ole A	Assists (11).
A.	Traffic and Road Incidents81
	This category consists of all assignments involving assists to stranded motorists, directing traffic, complaints of noisy or otherwise disorderly vehicles, removing obstructions from roadways, and all parking problem complaints.
В.	Noise Complaints04
	These complaints involve private parties, licensed liquor establishments, and parties in public places.
C.	Sick and Injured Persons15
	Assistance rendered to the Ambulance Service and sick or injured persons.
D.	Alarms16
	Officers responded to activated burglar and hold-up alarms at area banks and other business establishments and residences as well as fire alarms.
E.	Complaints Involving Animals
F.	Civil Disputes04
	Arguments between neighbors, landlords and tenants, and family members where no crimes have been committed.
G.	Escorts

H.	Citizen Assist34
	This category is broad and involves such services as assistance in gas drive-off, emergency notifications, attempts to locate people, retrieval of personal property, and vehicle registration assistance.
I.	Assistance Rendered to Other Agencies06
	Includes assistance to other law enforcement and government agencies.
J.	Suspicious Person / Vehicle / Circumstance
	Involves both citizen complaints and observations by officers on patrol who took investigative action in regard to the suspicious behavior of vehicles and people.
K.	Self-Initiated Field Activity01
	All initiated activity by the officer to include, but not limited to, routine security checks of area industries, businesses, city parks, residences, and compliance checks of local liquor establishments.
L.	Juvenile Problems
	Requests for police service that strictly involve property calls and all unfounded calls for police service. The calls vary from mischief to family problems to runaway situations.
M.	Miscellaneous Incidents41
	Includes arrest warrants served, recovered property calls, unfounded calls for police service and minor calls for police service. This category includes 9-1-1 calls investigated by Department members during the month.
N.	Welfare Checks26
	Includes calls to check on the well-being of a person who has not been heard from or seen for a period of time by family, friends, neighbors, or employers.
	TOTAL 256

Department Training

The Joint SWAT Team and Dive Team completed their monthly training. Four staff members completed 15 virtual hours of FBI National Incident Based Reporting System training. This training establishes a uniform national system for law enforcement agencies to report crimes, clearances, and monetary losses.

Respectfully submitted,

Assistant Chief Daniel J. Brinkman

TEMPORARY CLASS B BEER AND CLASS B WINE LICENSES

Door County Century Ride/Another Century LLC 201 S. Riverheath Way #203 Appleton, WI 54915

Agent: John Mory

Dates: September 11-12, 2022

Location: County Fair Grounds - Horse Barn - 812 N 14th Avenue

Class B Beer and Class C Wine licenses

A to Z Cuisine

Agent: Adriana Zumpano-Stack

86 West Maple Street Sturgeon Bay, WI 54235

Dba: Bluefront Café

Dates: March 2, 2022- June 30, 2022 Location: 86 West Maple Street



COMMERICAL QUADRICYCLE LICENSE APPLICATION

PART A - APPLICATION INFORMATION

No commerical quadricycle may be operated in the City of Sturgeon Bay unless first licensed by the City. You must apply for a separate license for each commercial quadricycle. Complete this application, provide proof of insurance with a minimum of \$1,000,000 combined single limit liability coverage with specifically lists the vehicle identified below to the City Clerk's Office. An insurance submittal and approval, along with this completed form, pay the licensing fee of \$50.00, provide copy of current registration through WI DOT, along with certification from ASE mechanic regarding vehicle inspection.

The approval of the Commercial Quadricycle License is conditioned upon approval of proposed route(s).

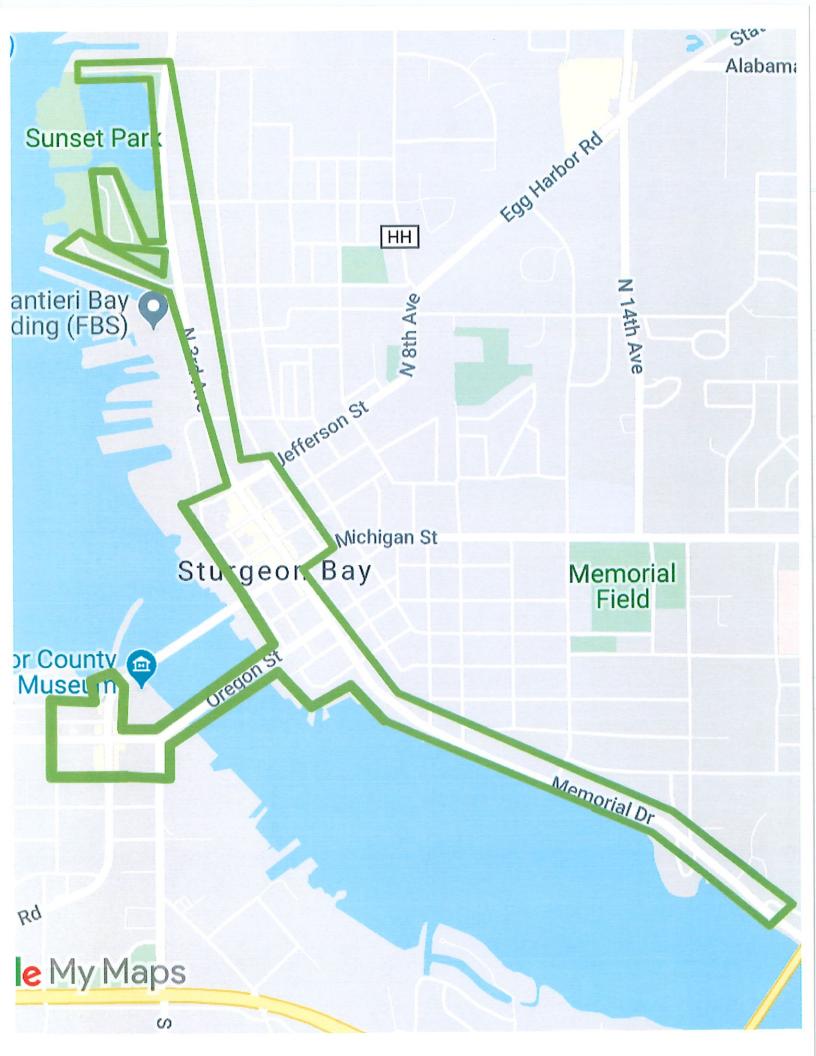
PART B - TO BE COMPLETED BY APPLICANT		
1. Vehicle Owner's Name Will Liebe	ergen	
2. Vehicle Owner's Date of birth	984	
3. Business Name Foxy Pedale,		(
4. Business Address P.O. Box 11	ol Green Bay, WI 54305	5
5. Business Phone Number(s) 920-43	5-3690	
6. Commercial Quadricycle Year, Make, Model _	2018 Atek Custom 72 Volt	+
7. Commerical Quadricycle Serial Number		
8. Commerical Quadricycle #:		
9. Insurance Carrier Hab International No	orthwest UC 10. Policy Number CSUUS 366	6_
READ CAREFULLY BEFORE SIGNING: Under penalty pro	ovided by law, the signer states that each of the above	
questions has been truthfully answered to the best of		
untruthful answer may be grounds for prosecution and license revocation. Signer acknowledges the provisions		
of the Sturgeon Bay Municipal Code relating to public vehicles and agrees to observe these provisions and		
all applicable provisions the Sturgeon Bay Municipal Co	ode and Wisconsin State Statutes.	
Signature 2 2 2		
Date		
PART C - CITY USE ONLY		
Certificate of Insurance/_ A	pproved by:	
Date Filed 2 15 122 C	Copy of Vehicle Registration N/A	O. R. Ven
ASE Certified Filed	icense Fee Paid	2/11/22



CITY OF STURGEON BAY COMMERCIAL QUADRICYCLE PLAN OF OPERATION OFFICE OF CITY CLERK, 421 MICHIGAN ST, STURGEON BAY 920-746-2900

COMPANY NAME: FOXI PAG	laler	
Hours of Operation		
Day of the week	Earliest Start Time	Latest End Time *
	(Include AM/PM)	(Include AM/PM)
Sunday	loam	10 pm
Monday	10am	lopm
Tuesday	10 a m	10pm
Wednesday	loam	lopm
Thursday	Joan	lópm
Friday	10 am	lopm
Saturday	10am	lopm
* The "Latest En	d Time" can be no later than 10:00) p.m.
ROUTES		
Attach maps which identify the streets wh		
* Your license will not be approved until th	ne proposed route(s) are approved	,
THERE MAY NOT BE ANY OPERATION OF	A COMMERCIAL QUADRICYCLE IF	THE HOURS OF
OPERATION AND THE ROUTES CONFLICT	WITH A SPECIAL EVENT OR ANY EV	VENT WHERE THE
STREET ARE CLOSED OFF TO MOTOR VEHI		
ALCOHOL BEVERAGE REGULATIONS (COMMERICAL QUADRICYCLES ONLY)		
Before operating, what type of inventory of the types & amounts of fermented malt beverages will be taken? Before operating, what type of inventory of the types & amounts of fermented malt beverages will be taken? Before operating, what type of inventory of the types & amounts of fermented malt beverages will be taken? Before operating, what type of inventory of the types & amounts of fermented malt beverages will be taken? Before operating, what type of inventory of the types & amounts of fermented malt beverages will be taken?		
		lemonades.
What are your plans to ensure no other alcohol beverage, including intoxicating liqour, is carried upon or		
consumed on the commercial quadricycle? Driver checks all alcoholic beverages before		
riders get on the vehicle.		
What are your plans to ensure amounts in excess of that are allowed by law (36 ounces per person) will not be		
Before getting on the vehicle, each rider must		
Derore gering on		
hold three 1202, cans and inspected by licensed driver.		
What are your plans to ensure glass beverage containers will not be carried upon the commercial		
quadricycle? Driver will inspect all drinks and will not		
allow any glass.		

What are your plans to ensure no underage persons are on the commercial quadricycle when fermented
malt beverages are present?
malt beverages are present? Each rider must sign a waiver and be over 21.
Driver also checks everyones IDs.
How will disorderly and/or intoxicated patrons be addressed? Driver has the authority to cut off patrons and
not allow them to drink on the vehicle.
IHow will patrons be notified of the restrictions on alcohol beverages?
Conspicuous posting X Other: Amount is shown on webs, the
and on the signed waiver
What types of beverage carrying containers will be allowed on the commercial quadricycle?
Cans Plastic bottles
Where will the patrons store their fermented malt beverages?
Cooler provided by the Foxy Pedaler.
LITTER AND NOISE
How will excess noise be prevented?
Driver explains before tour, we're out in public and be respectful of others
How will excess noise be addressed? Driver has authority to tell group to be quiet and
Driver has authority to ten grown
Stop tour if needed. Will there be an amplified sound system? X Yes No If yes, describe: U speaker bhe faith
radio which volume is controlled by driver.
What are your plans to prevent litter?
Provide trash and recycling can on vehicle.
What are your plans to address littering by a patron? Driver will ask them to pick it up and put in the provided receptable.
LICENSED COMMERCIAL QUADRICYCLE OPERATORS
What are your plans to ensure all drivers hold a valid Quadricycle Operator's license with the City of
Sturgeon Bay at all times while operating?
Sturgeon Bay at all times while operating? License will be posted on rehicle at all times.
·
Names of all currently employed as drivers (attach additional sheets as needed): Will Liebergen, Scott Clark
Will Liebergen, scott Clark
NOTARIZED SIGNATURE
Failure of a licensee to comply with the approved Plan of Operation shall constitute grounds for non-renewal
suspension or revocation: Scott Clast
SUBSCRIBED AND SWORN BEFORE ME THIS Print Name of Ind/Partner/Officer/Member/Agent
DAY OF January 2022 Supt Clark Signature of Ind/Partner/Officer/Member/Agent
NOTARY PUBLIC, STATE OF WISCONSIN Signature of Ind/Partner/Officer/Member/Agent Notary Seal must be affixed
0 - 10 (1)
Tourse A. Spillomuser



RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the proposed amendments to the Sturgeon Bay Door County Economic Development revolving loan fund manual as presented.

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 re	commendation be adopted.
Passed by the Council on the	day of	, 2022.



MEMORANDUM

Date: January 18, 2022

To: City of Sturgeon Bay

From: Julie Schmelzer, Director of Business Development, DCEDC

Re: Sturgeon Bay Door County Economic Development (SBDCED) Revolving Loan Fund Manual

The Door County Economic Development Corporation (DCEDC) administers the SBDCED revolving loan fund, as well as three other loan funds. With the exception of the SBDCED fund, DCEDC requires loan payments to be made by ACH transmittal. Such process results in loans being paid on time, and saves staff and the DCEDC accountant time by not having to remind loan recipients their payment is due. The proposed manual amendments, herein, also ensure consistency amongst programs.

The SBDCED loan fund manual is the only loan fund manual administered by the DCEDC which does not specify how payments are to be made, nor does it require payments to be made by ACH. DCEDC requests the City of Sturgeon Bay require payments to be made by ACH only.

Additionally, the manual explains all loans ('regular' and 'micro-loan') are to be accompanied by a non-refundable fee. However, although the 'regular' loan program explains the application fee is \$100, the manual is silent as to what the fee is for the micro-loan program. Staff recommends the manual be amended to make it clear the fee applies to both programs, and, since the same amount of time is involved in processing the applications, that fee also be \$100.

You'll note on page 2 of the attached proposed amendment document, number 10, DCEDC also proposes language about a late fee. The 'regular' loan verbiage requires a late fee, so requiring a late fee for the micro-loan makes both programs consistent.

Amending the SBDCED manual requires approval of both the City and the County of Door. On January 17, 2022 the County did approve the proposed amendments to the manual. The DCEDC Board likewise approved the amendments. DCEDC requests the City of Sturgeon Bay also approve the amendments.

Att. Proposed Amendments

PROPOSED AMENDMENTS TO THE SBDCED POLICIES AND PROCEDURES MANUAL

FEES AND PAYMENTS

There is no allowance or requirement the loan recipient pay their loan electronically. To ensure the loan is paid on schedule, and, to make record keeping consist amongst the various loan programs, it is recommended a section be added to the program manual requiring payments be made electronically.

DCEDC proposes a line be added to Section 4.1, *Revolving Loan Fund*, <u>RLF Terms and Conditions</u>, Section 7. <u>Repayment</u>:

7. <u>Repayment</u>: Monthly payments required. ACH transaction shall be set up for all payments. Under special circumstances, payment of interest and/or principal may be deferred for a period of time not to exceed twelve (12) months.

In addition, Section 5.5 Application Fee, requires all applications to be accompanied by a non-refundable fee, yet there is no fee listed for the Micro-Loan Fund.

For the Revolving Loan Fund, there is an application fee clearly defined in Section 4.1, under <u>RLF</u> <u>Terms and Conditions</u>, Sub 3, <u>Interest Rate & Fees</u> (emphasis underlined below):

The interest rate, rate floor, and fees will be established to provide a margin that will compensate for DCEDC's administrative costs. The DCEDC may negotiate the interest rate as appropriate given the risk level, qualitative job creation, community impact, and competitive financing terms. The application fee of \$100 should be submitted with the application and is non-refundable. In addition, the closing fee is 1.0% of the loan amount. Late fees will be 5.0% of the outstanding amount will be levied for payments that are more than fifteen (15) days overdue with a minimum of \$25 and maximum of \$250. The Revolving Loan Fund Committee will have final review and approval of the rate when the loan is presented.

However, it is not clear for the Micro-Loan Fund (Section 4.2) if there is a fee or what it is. In this section there is no mention of an application fee or other fees. Because it is its own section, the reader doesn't default to Section 4.1; therefore, DCEDC recommends the following (in red) be added to Section 4.2:

<u>Terms and Conditions</u>: Loan terms and conditions shall be based on need and ability to repay. It is the intent of the Micro loan to be as flexible as possible while operating in accordance with prudent lending policies. Standards shall include the following:

- 1. Loan Size: \$5,000 to \$25,000
- 2. Matching Funds: Matching funds shall be a minimum of 20% of the project costs.
- 3. <u>Interest Rate</u>. The interest rate shall be determined by the DCEDC loan committee.

- 4. <u>Loan Terms</u>. Not to exceed 5 years. Consideration shall be given to the type of assets pledged.
- 5. <u>Collateral</u>. Collateral is required and will usually take the form of a security interest in all of the applicant's assets. Real estate and equipment are common assets pledged.
- 6. <u>Personal Guarantees</u>. Unlimited personal guarantees are required from any person with a 20% or greater ownership interest in the business.
- 7. Repayment. Monthly payments are required. Under special circumstances, payment of interest and/or principal may be deferred with Board approval for a period of time not to exceed twelve (12) months. Requests for consideration to extend deferred payments may be considered by the Board on an annual basis. Interest only loans should be reviewed a minimum of every six (6) months. Loans that defer principal and interest should be monitored every month until payments resume whereby the next review should be scheduled within six (6) months. ACH transaction shall be set up for payments.
- 8. Prepayment. There shall not be any prepayment penalties.
- 9. <u>Business Location</u>. Loans shall be approved by the DCEDC Revolving Loan Fund Committee with knowledge and consideration of the location of the business. It is expected that businesses will remain at the location identified in the loan request. Businesses must remain in Door County for the term of the loan; businesses owning (not leasing) their location of operation must obtain DCEDC Revolving Loan Committee approval for relocation plans.
- 10. Fees. Fees will be established to provide a margin that will compensate for DCEDC's administrative costs. The DCEDC may negotiate the interest rate as appropriate given the risk level, qualitative job creation, community impact, and competitive financing terms. The application fee of \$100 should be submitted with the application and is non-refundable. In addition, the closing fee is 1.0% of the loan amount. Late fees will be 5.0% of the outstanding amount will be levied for payments that are more than fifteen (15) days overdue with a minimum of \$25 and maximum of \$250. The Revolving Loan Fund Committee will have final review and approval of the rate when the loan is presented.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the purchase of two 60" mowers, one 72" mower and three bagger systems from Luxemburg Implement in the amount of \$53,714.

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 rec	commendation be adopted.
Passed by the Council on the	day of	, 2022.

Executive Summary

Date: February 3, 2022

Title: Award of Bid for Three Riding Mowers

<u>Background:</u> On January 20th, 2022 the Municipal Services Department opened bids for three new riding mowers. In accordance with the City of Sturgeon Bay Purchasing & Property Accountability Policy, specifications were prepared and competitive sealed bidding was used to obtain pricing. Two bids were received:

Luxemburg Implemen	nt, Luxemburg, WI	Weyers Equipment, K	laukauna, WI
(2) New 60" Mowers	\$27,140	(2) New 60" Mowers	\$27,100
(1) New 72" Mower		(1) New 72" Mower	\$13,800
(3) Bagger Systems	\$12,744	(3) Bagger Systems	\$13,600
Total Price	\$53,714	Purchase Price	\$54,500

The 2022 capital budget line 10-510-000-59065 included \$52,000.

<u>Fiscal Impacts:</u> \$53,714 which is \$1,714 over the budgeted amount. With our other capital purchases still in the bid process I feel we will be under on some of the budgeted amounts which will be able to cover this overage.

Recommendation: Staff recommends purchasing two (2) new 60"mowers, one (1) new 72" mower and 3 bagger systems at the total price of \$53,714 from Luxemburg Implement.

Prepared By:

Mike Barker

Municipal Services Director

Reviewed By: Valerie Q. Clary Date: 2/3/22

Finance Director

Reviewed By:

Josh VanLieshout
City Administrator

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Harbor Commission, hereby recommend accepting the 2022 Harbor Improvement Plan.
Respectfully submitted,
Harbor Commission By: Gary Nault, Chr.
RESOLVED, that the foregoing recommendation be adopted.
Dated: February 10, 2022
* * * * *
Moved by Alderperson, seconded by Alderperson
that the said recommendation be adopted.
Passed by the Council on the day of, 2022.

STURGEON BAY HARBOR IMPROVEMENT PLAN

February 1, 2022

OBJECTIVE;

To improve and fully utilize the Sturgeon Bay harbor for the best commercial and public return.

HOW TO ACHIEVE:

- 1. Develop a list of improvements for both City-owned and private water frontage.
- 2. Work with governmental agencies for long range planning and grants to improve harbor coordination and use.
- 3. Prioritize improvement items based on immediate need, financial return and long-range plans.

HARBOR IMPROVEMENT OUTLINE

The following are potential projects to improve the access and functioning of the Sturgeon Bay Harbor. These projects are more fully described in the attached statement of intentions:

- I. NAUTICAL DRIVE PROPERTY: This project involves the portion of city owned property south of the Sturgeon Bay Yacht Club on the west side of the harbor where the so-called E-Dock once existed. The proposed project involves dredging, construction of a suitable dock or pier and improvements / repairs to the wall. The water depth in this area ranges from 5' to 12' so dredging would be necessary. Great care when dredging is required to avoid impacts to the sanitary sewer main that crosses under the bay in this location. There is sheet piling along the wall, but there is an area behind the sheet piling that has eroded leaving voids beneath the existing asphalt. The pier will include electrical and potable water supply. It will also be outfitted with substantial cleats to accommodate the heavier vessels. This new pier will provide a currently-unavailable mooring facility for tug boats that frequently transit through the bay. It may also be used to benefit the tugboat fleet that currently works primarily within the bay as well as potential other commercial and or research vessels in the future.
- II. <u>DOCK WALL ALONG BAYVIEW BUSINESS PROPERTIES FRONTAGE</u>: This project involves the creation of a new steel dock wall along the approximately

210 feet of water frontage owned by Bayview Business Properties LLC, located at 253 N 1st Ave. It involves new steel sheet piling and dredging along with land access and utility improvements. This new dock wall could be used by a variety of commercial vessels, including allowing the adjoining Fincantieri Bay Shipbuilding to moor longer freighters, thereby increasing the mooring capacity during the winter fleet layover.

III. <u>EAST SIDE DOCK IMPROVEMENTS</u>: The east side dock is located at the foot of Pennsylvania Street. The proposed project involves upgrades to the electrical service, along with mooring improvements, in order to improve the docking of vessels including cruise ships, tugboats, USCG vessels, barges, and other commercial vessels. The objective is to increase options for mooring various commercial vessels in the downtown area.

THREE-YEAR HARBOR DEVELOPMENT STATEMENT OF INTENTIONS

Sturgeon Bay
53707-7914
Harbor Name

City of Sturgeon Bay
Name of Applicant

Due: April 1 Send to: WisDOT Railroads & Harbors Section P. O. Box 7914

Madison, Wisconsin

Improvements Proposed in Calendar Year 2022

Instructions:

Complete one of these sheets for each project contemplated in each of the next three

years. Include only those projects that benefit COMMERCIAL WATER

TRANSPORTATION. Examples include dredging, dredge disposal and dock wall

construction.

PART I Project Description and Objective(s)

NAUTICAL DRIVE PROPERTY: This project involves the portion of city owned property south of the Sturgeon Bay Yacht Club on the west side of the harbor where the so-called E-Dock once existed. The proposed project involves dredging, construction of a suitable dock or pier and improvements / repairs to the wall. The water depth in this area ranges from 5' to 12' so dredging would be necessary. Great care when dredging is required to avoid impacts to the sanitary sewer main that crosses under the bay in this location. There is sheet piling along the wall, but there is an area behind the sheet piling that has eroded leaving voids beneath the existing asphalt. The pier will include electrical and potable water supply. It will also be outfitted with substantial cleats to accommodate the heavier vessels. This new pier will provide a currently-unavailable mooring facility for tug boats that frequently transit through the bay. It may also be used to benefit the tugboat fleet that currently works primarily within the bay as well as potential other commercial and or research vessels in the future.

PART II Project Resources		PART III Rank & Probability
Expected Funding Sources (All types) (a) Wis DOT (b) City of Sturgeon Bay (c)	<u>Amount</u> \$900,000 \$300,000	 (a) Of the projects listed for the year noted above, this project (a) is of _1st¹_ priority to the applicant (b) The estimated probability of this project being started in year noted above is: (Circle one) High Medium Low

\$1,200,000 TOTAL

Prepared By: Mike Barker, Harbor Master

Date: February 01, 2022

THREE-YEAR HARBOR DEVELOPMENT STATEMENT OF INTENTIONS

Sturgeon Bay 53707-7914 Harbor Name Due: April 1
Send to: WisDOT
Railroads & Harbors Section
P. O. Box 7914
Madison, Wisconsin

<u>City of Sturgeon Bay and/or Bayview Business Properties LLC</u> Name of Applicant

Improvements Proposed in Calendar Year 2022

Instructions:

Complete one of these sheets for each project contemplated in each of the next three

years. Include only those projects that benefit COMMERCIAL WATER

TRANSPORTATION. Examples include dredging, dredge disposal and dock wall

construction.

PART I Project Description and Objective(s)

DOCK WALL ALONG BAYVIEW BUSINESS PROPERTIES FRONTAGE: This project involves the creation of a new steel wall along the approximately 210 feet of water frontage owned by Bayview Business Properties LLC, located at 253 N 1st Ave. It involves new steel sheet piling and dredging along with land access and utility improvements. This new dock wall could be used by a variety of commercial vessels, including allowing the adjoining Fincantieri Bay Shipbuilding to moor longer freighters, thereby increasing the capacity of the winter fleet layover.

PART II Project Resources PART III Rank & Probability **Expected Funding Sources (All** Amount (a) Of the projects listed for the vear noted above, this project (a) types) \$880,000 (a) Wis DOT is of 1st priority to the \$220,000 applicant (b) Property and/or Lessee (b) The estimated probability of this project being started in year (c) noted above is: (Circle one) **Medium**

> \$1,100,000 TOTAL

> > Prepared By: Mike Barker, Harbor Master

Date: February 1, 2022

THREE-YEAR HARBOR DEVELOPMENT STATEMENT OF INTENTIONS

P. O. Box 7914 Sturgeon Bay Madison, Wisconsin 53707-7914 Harbor Name City of Sturgeon Bay Name of Applicant Improvements Proposed in Calendar Year 2022 Instructions: Complete one of these sheets for each project contemplated in each of the next three years. Include only those projects that benefit COMMERCIAL WATER TRANSPORTATION. Examples include dredging, dredge disposal and dock wall construction. PART I Project Description and Objective(s) EAST SIDE DOCK IMPROVEMENTS: The east side dock is located at the foot of Pennsylvania Street. The proposed project involves upgrades to the electrical service, along with mooring improvements, in order to improve the docking of vessels including cruise ships, tugboats, USCG vessels, barges, and other commercial vessels. The objective is to increase options for mooring various commercial vessels in the downtown area. PART II Project Resources PART III Rank & Probability **Expected Funding Sources (All** Amount (a) Of the projects listed for the types) \$48,000 year noted above, this project (a) (a) Wis DOT is of 1st priority to the \$12,000 applicant (b) City of Sturgeon Bay (b) The estimated probability of (c) this project being started in year noted above is: (Circle one) High Medium (Low) \$60,000

TOTAL

Due: April 1

Send to: WisDOT

Railroads & Harbors Section

Prepared By: Mike Barker, Harbor Master

Date: February 1, 2022



Ensuring a first-class visitor experience, helping local businesses grow, and enhancing Sturgeon Bay's quality of life.

To whom it may concern,

Destination Sturgeon Bay is proposing two different parade route maps to the City of Sturgeon Bay Common Council on Tuesday, March 1. Both of these maps are contingent on staff approval and will be discussed during an all-staff meeting on Wednesday, March 2.

The route change proposal came after several discussions with emergency personnel this winter while discussing 2022 Destination Sturgeon Bay events and how we can improve the overall safety of our patrons. In our discussions, it was brought to our attention that staff would appreciate an updated route as follows;

Parade start at Sawyer Park, Oak Street to Madison Avenue, over the Michigan Street Bridge to 3rd Avenue, ending at Jefferson Street and 3rd Avenue.

The participants will organically continue to 4th Avenue to Market Square Parking Lot where they will disband (see maps attached).

Emergency personnel suggested the change due to releasing the use of the Oregon Street Bridge for vehicular traffic and allowing emergency vehicles an alternative route to utilize in case of emergency.

Applications for both routes have been submitted and the route will be decided after staff has an opportunity to discuss all options. Destination Sturgeon Bay will accept the final decision and move forward in the planning process.

If there are any questions, please don't hesitate to contact Destination Sturgeon Bay.

Best,

Carly Sarkis Marketing & Events Director Destination Sturgeon Bay

CITY OF STURGEON BAY STREET CLOSURE APPLICATION

Name of Applicant:	DestinationSturgeonBay
Name of Event:	St. Patricks Day Parade
Contact Phone #:	921743 60246
	12 0 0 2 2
Date(s) of Event:	
Estimated # of Attendees:	700 F
Specific Location:	See map attached
	auso iggorias ils bina yna c'ilori (yno ac rozona) tenenie ac il deel digino Neo yn a gori g il da como constrat no ole a actiog o deel o jac iaine!
/	ed street closure area including barricades location, tent/booth location, or any
	map must be in final form. surance with the City listed as ADDITIONAL INSURED. Limits as follows: Commercia
General Liability - \$1,00	00,000 each occurrence limit; Fire Damage Limit - \$50,000 any one fire; Medical
Expense Limit - \$5,000 Wisconsin.	any one person; and Workers Compensation – As required by the State of
1	r Wine license has been applied for, approximately four weeks prior to the event
ACTION TO THE PROPERTY OF THE	anization and fee paid. (If applicable.)
	ent has been signed of Officer(s) of Event/Organization.
	rsement of Expenses has been signed by Officer(s) of Event/Organization.
If tents larger than 20 x event.	20 are used, must agree to contact the Fire Department for inspection, prior to
	andrack in 1 CALL
What arrangements are made for	or clean up? CMTVQCT VVI CATY
Other comments or explanation	n:
Cignature of Pagnoncible Partur	Calles ach
Signature of Responsible Party:	Co Clay Are
Address:	10 9 9 10 11 W
Date Submitted:	2/24/22
(Street Closure applications mo	ny not be submitted/approved more than 90 days in advance of event date.)
Approval: Fire Chief:	Date:
Police Chief:	
Comm. Dev:	Date:
Streets/Parks	
City Clerk: Finance Dir:	Date: 2/24/22
City Engineer:	771111111111111111111111111111111111111
City Admin:	Date:
Common Council Approval Date	a:

Copy of Approved Street Closure Application sent to EMS Director.

CITY OF STURGEON BAY AGREEMENT FOR REIMBURSEMENT OF EXPENSES

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

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

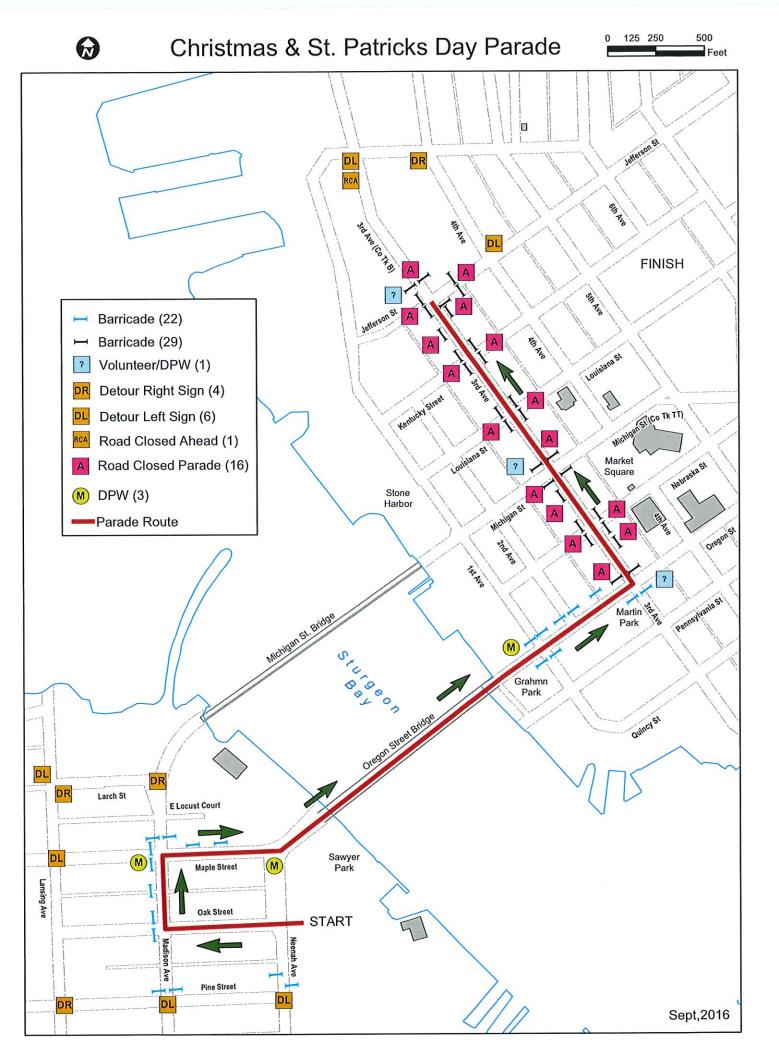
NOW, THEREFORE, IT IS AGREED that the undersigned will reimburse the City of Sturgeon Bay by providing payment to the City Clerk - Treasurer within fourteen (14) days of receiving an invoice, for all legal, consulting, incidental, and special event expenses incurred by the City of Sturgeon Bay for the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

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

Sturgeon Bay.		
Dated: 02	1/23/2022	* ph
Dated:	124/2022	Cally on
		,
Company Nam	ne (if applicable): DESTINA	tion Gturge in Bay
Billing Address	: 36 S312 Avc	
	Sturgen Bayer	V 154235
Telephone:	920 743 65460	

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.

(Ord. No. 1040-0500, § 1, 5-16-00; Ord. No. 1088-0303, § 1, 3-4-03)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/23/2022

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

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

this ce	rtificate does not confer rights to	the certificate holder in lieu of su	uch endors	sement(s).		
PRODUCER			CONTACT NAME:	PHILIP J SCHMITZ		
Schmitz	Insurance, LLC		PHONE (A/C, No, Ext): 920-473-4400	FAX (A/C, No):	8153019066
7153 Sta	ite Highway 42 57		E-MAIL ADDRESS:	Phil@SchmitzInsura	nce.com	
				INSURER(S) AFFO	ORDING COVERAGE	NAIC #
Sturgeor	n Bay	WI 54235-9490	INSURER A	West Bend - NSI		15350
Sturgeon Bay Visitor & Convention Bureau, Inc. Destination Sturgeon Bay 36 S 3rd Avenue Sturgeon Bay WI 54235				Company of Connecticut	25682	
	ention bureau, inc.	INSURER C				
		INSURER D				
		INSURER E				
		INSURER F				
COVERA	AGES CERTI	FICATE NUMBER: 2022022318	1123949		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD						

INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) ADDLISUBR TYPE OF INSURANCE LIMITS POLICY NUMBER INSO WVD 1,000,000 COMMERCIAL GENERAL LIABILITY **EACH OCCURRENCE** \$ DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR 100,000 MED EXP (Any one person)

1,000,000 07/18/2021 | 07/18/2022 Ν Ν A615463 PERSONAL & ADV INJURY 2,000,000 GENERAL AGGREGATE \$ GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 PRO-JECT PRODUCTS - COMP/OP AGG \$ X POLICY OTHER: COMBINED SINGLE LIMIT (Ea accident) 1,000,000 **AUTOMOBILE LIABILITY BODILY INJURY (Per person)** ANY AUTO OWNED AUTOS ONLY HIRED SCHEDULED AUTOS NON-OWNED BODILY INJURY (Per accident) 07/18/2022 s A615463 07/18/2021 Α Ν PROPERTY DAMAGE (Per accident) AUTOS ONLY **AUTOS ONLY** S 1,000,000 UMBRELLA LIAB EACH OCCURRENCE \$ OCCUR 07/18/2020 07/18/2021 **EXCESS LIAB** N A629733 AGGREGATE CLAIMS-MADE Ν s \$ RETENTION \$ DED WORKERS COMPENSATION X | PER STATUTE AND EMPLOYERS' LIABILITY E.L. EACH ACCIDENT ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? UB5K77609A 05/11/2021 05/11/2022 В Ν Ν (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT

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

St Patricks Day Parade

CERTIFICATE HOLDER	CANCELLATION		
City of Sturgeon Bay St Patrick's Day 421 Michigan St Sturgeon Bay WI 54235	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
	AUTHORIZED REPRESENTATIVE Blilip J. Schurt		
ı Fax: 920-746-2906			

CITY OF STURGEON BAY STREET CLOSURE APPLICATION

Name of Applicant:	Destination Sturgeon Bay
Name of Event:	Gt. Patrick's Day Parade
Contact Phone #:	920 743 6246
Date(s) of Event:	March 12/222 Time: 1/arm
Estimated # of Attendees:	700+
	See map attached
Specific Location:	SOC TRAP VIOLUTES
street obstruction. Th	ted street closure area including barricades location, tent/booth location, or any e map must be in final form. Insurance with the City listed as ADDITIONAL INSURED. Limits as follows: Commercial
General Liability - \$1,0 Expense Limit - \$5,00 Wisconsin.	200,000 each occurrence limit; Fire Damage Limit - \$50,000 any one fire; Medical 20 any one person; and Workers Compensation — As required by the State of 20 or Wine license has been applied for, approximately four weeks prior to the event
date, by a qualified or	rganization and fee paid. (If applicable.)
	ment has been signed of Officer(s) of Event/Organization. oursement of Expenses has been signed by Officer(s) of Event/Organization.
	x 20 are used, must agree to contact the Fire Department for inspection, prior to
What arrangements are made	for clean up? CONTRACT WI CITY
Other comments or explanation	on:
Signature of Responsible Party	: Carret by C
Address:	360 5 3101 Ave
	2124122
Date Submitted: (Street Closure applications n	nay not be submitted/approved more than 90 days in advance of event date.)
Approval: Fire Chief: Police Chief:	
Comm. Dev:	
Streets/Park City Clerk:	Date:
Finance Dir:	11.001
City Enginee	r: Mayo Date: 2-24-22 + CONTINGENT UPON Date: 2-24-22 + CONTINGENT UPON
City Admin:	Date: Z-24-22 CORDINATION 1 Date: ACREETENT WITH
Common Council Approval Da	

Copy of Approved Street Closure Application sent to EMS Director.

CITY OF STURGEON BAY AGREEMENT FOR REIMBURSEMENT OF EXPENSES

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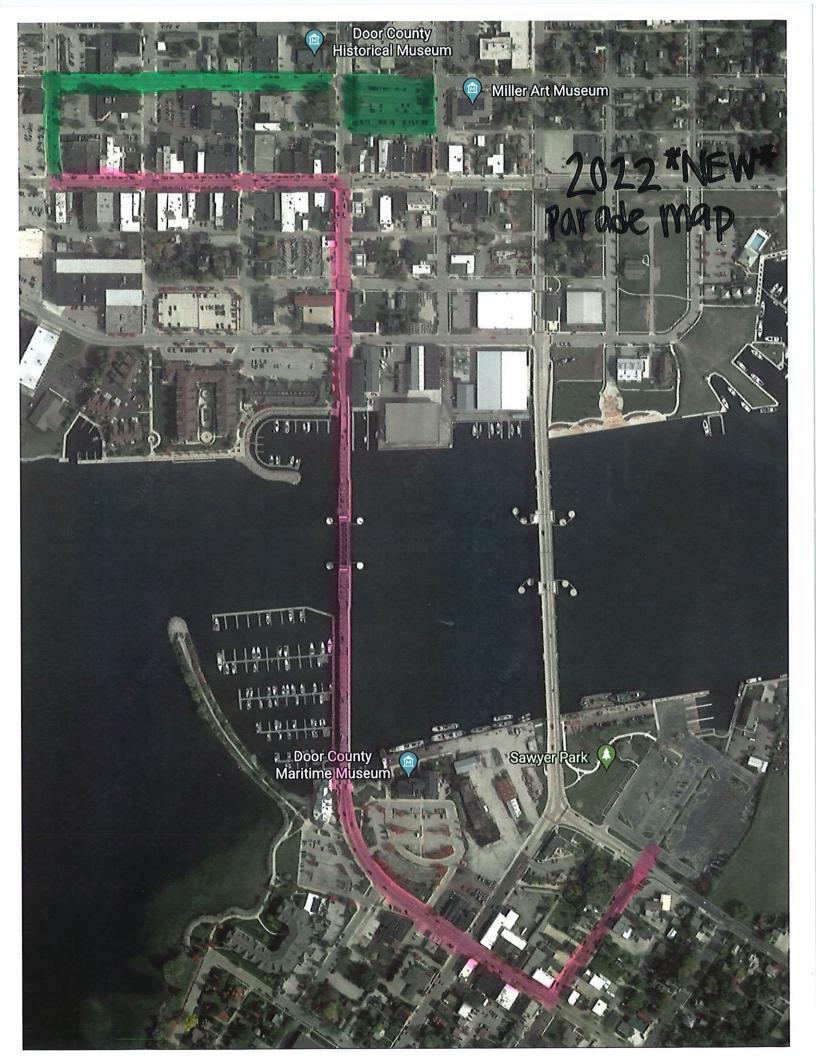
AND WHEREAS the undersigned has requested services and/or authorizations of the City of Sturgeon Bay which will result in the necessity to incur legal, consulting, incidental, or special event expenses on behalf of the undersigned or in consideration of the request submitted by the undersigned;

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

This Agreemen	t must be signed prid	or to the initiation of any action by the City of
Sturgeon Bay.		\bigcirc \bigcirc \bigcirc \bigcirc
Dated: 02/23/	2022	* (pull
· ,		
Dated: 12/23	2022	Cauran
Dutou		
	•	/
	Oadma	the Charge T
Company Name (if ap	plicable): \\\\/\(\frac{1/6561100}{\text{O}}\)	mm Gturgem Bay
Billing Address: 3(e		
	raim Bay, 1	M 9/226
	1742 6246	

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.

(Ord. No. 1040-0500, § 1, 5-16-00; Ord. No. 1088-0303, § 1, 3-4-03)





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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed.

	SUBROGATION IS WAIVED, subject is certificate does not confer rights t				uch en	dorsement(s)		equire an endo	rsement	. A st	atement on
PRO	DUCER				CONTA NAME:	CT PHILIP J	SCHMITZ				
Schmitz Insurance, LLC				PHONE (A/C, No, Ext): 920-473-4400 FAX (A/C, No): 8153019066						19066	
715	3 State Highway 42 57				E-MAIL ADDRE	ss: Phil@Sc	hmitzInsuran	ce.com			
	_				INSURER(S) AFFORDING COVERAGE					NAIC#	
	rgeon Bay			WI 54235-9490	INSURER B: Travelers Indemnity Company of Connecticut					15350	
INSU	Sturgeon Bay Visitor & Cor	nver	tion	Bureau, Inc.			rs Indemnity (Company of Con	necticut		25682
	Destination Sturgeon Bay				INSURER C:						
	36 S 3rd Avenue				INSURER D:						
	Sturgeon Bay WI 54235				INSURER E:						
CO	VERAGES CER	TIFI	CATE	NUMBER: 2022022318	INSURE 112394			REVISION NUM	/BER:		
TI IN C	HIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY REERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	OF EQUIF PERT POLI	NSUF REMEI AIN CIES	RANCE LISTED BELOW HA NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	VE BEE OF AN ED BY	N ISSUED TO Y CONTRACT THE POLICIE REDUCED BY	THE INSURE OR OTHER I S DESCRIBEI PAID CLAIMS.	D NAMED ABOV	E FOR TH	OT TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE	INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT		
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTE PREMISES (Ea occu	ED ED		000,000
	CLAIMS-MADE X OCCUR							MED EXP (Any one		\$ 100 \$,,000
A		N	N	A615463		07/18/2021	07/18/2022	PERSONAL & ADV		4 000 000	
	GEN'L AGGREGATE LIMIT APPLIES PER:	ĺ						GENERAL AGGREC	0.000.000		00,000
	X POLICY PRO-							PRODUCTS - COM	P/OP AGG	ş 2,0	00,000
	OTHER:	ļ						COMBINED SINGLE	I IBAIT	\$	
ŀ	AUTOMOBILE LIABILITY		į					(Ea accident)			00,000
	ANY AUTO OWNED SCHEDULED	N	N		07/18/202	0711010001	0711010000	BODILY INJURY (Pe		\$	
Α	AUTOS ONLY AUTOS			A615463		07/18/2021	07/18/2022	PROPERTY DAMAG		\$ \$	
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A	EXCESS LIAB CLAIMS-MADE	N	N	A629733		07/18/2020	07/18/2021	AGGREGATE	<u></u>	\$	
	DED RETENTION\$									\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	N				05/11/2022	X PER STATUTE	OTH- ER		
В	NYPROPRIETOR/PARTNER/EXECUTIVE			UB5K77609A		05/11/2021		E.L. EACH ACCIDE	NT	\$	
	(Mandatory in NH)			OBSKITOUSA				E.L. DISEASE - EA I	MPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POL	ICY LIMIT	\$	
	-										
DES	 CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACORD	101 Additional Remarks Schedu	ile. mav h	e attached if mor	e space is requir	ed)			
		LCO (100111	Tot, Additional Homains Concac	,	c uttached if file	o opaco io requi				
St	Patricks Day Parade										
	Advenue										
CE	RTIFICATE HOLDER				CAN	CELLATION					<u> </u>
City of Sturgeon Bay St Patrick's Day 421 Michigan St Sturgeon Bay WI 54235				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
				AUTHORIZED REPRESENTATIVE							

Fax: 920-746-2906

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 & BU COMMITTEE By: Helen Bacon, Chairperson	ILDING	
RESOLVED, that the foregoing re	ecommendation be	adopted.
Dated: February 8, 2022		

Introduced by		·
Moved by Alderperson		seconded by
Alderperson	that said re	ecommendation be adopted.
Passed by the Council on the	day of	, 2022.



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:

Finance Committee

From: Josh Van Lieshout, Admir istrator

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.

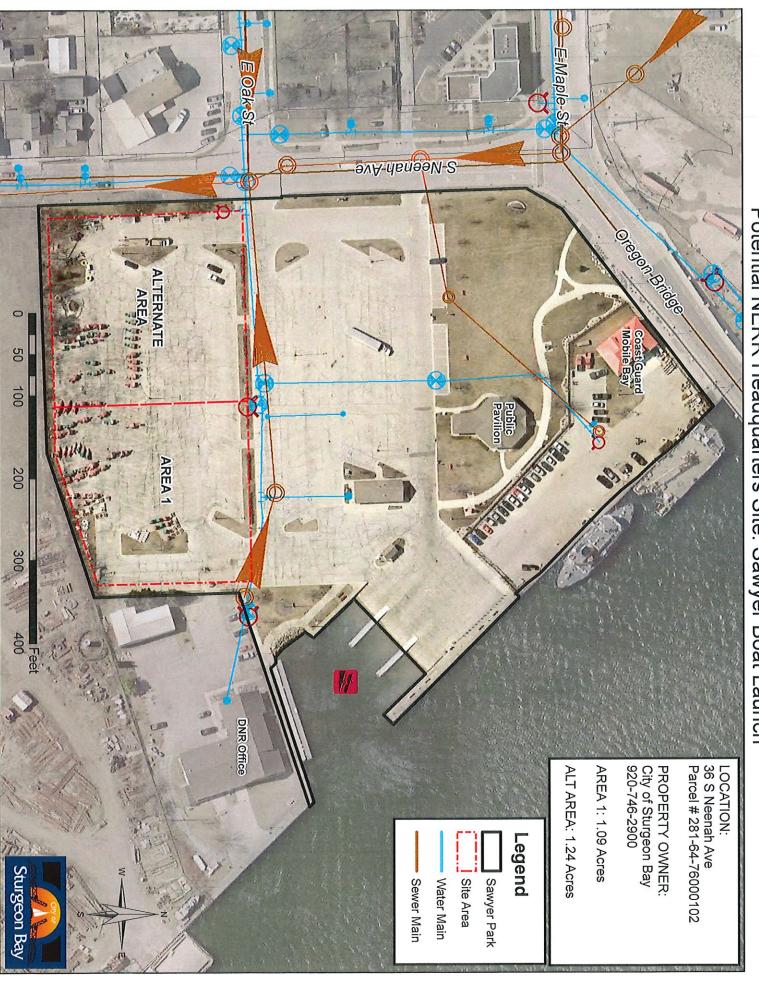
This site is also adjacent to other institutional users, the Wisconsin Department of Natural Resources Sturgeon Bay Service Center with a 160' bulkhead and the United States Coast Guard Cutter Mobile Bay.

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.

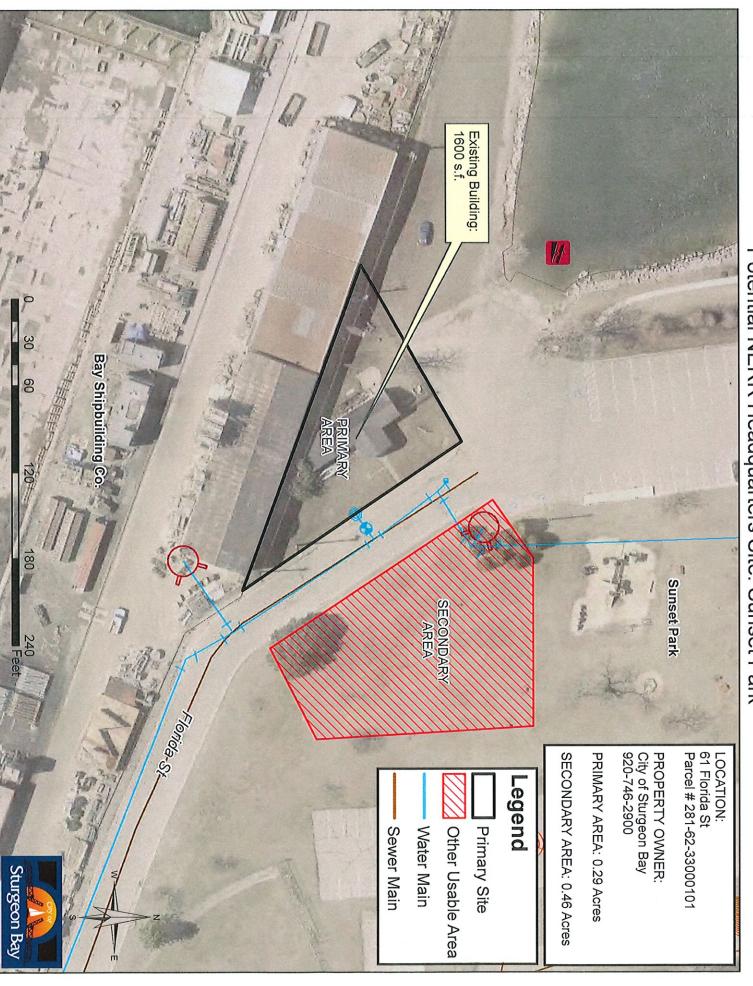
<u>Options:</u> The locations presented could be expanded to nearly any property owned by the City, however these seemed the most likely to satisfy the site objectives of the NERR. There are any number of privately-owned sites that could be available as well. The City is not obligating itself by sharing 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.

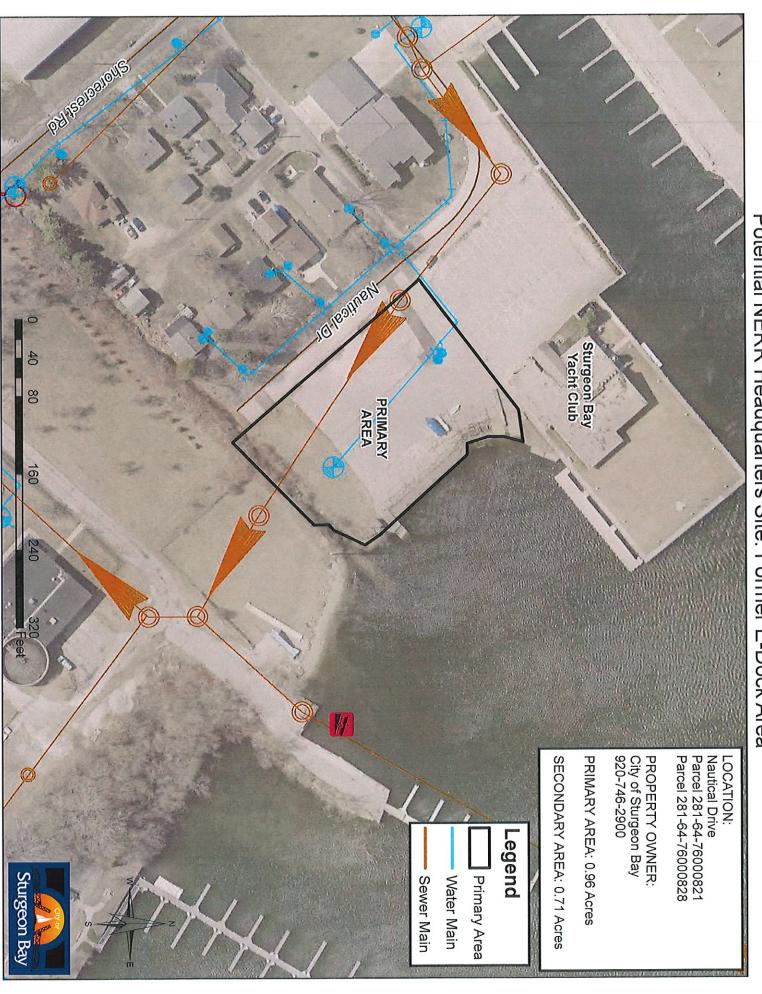
Potential NERR Headquarters Site: Sawyer Boat Launch



Potential NERR Headquarters Site: Sunset Park



Potential NERR Headquarters Site: Former E-Dock Area



RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

Ve, the Joint Parks & Recreation Committee / Board, hereby recommend to movarm & Craft Market to Destination Sturgeon Bay's management.	e the
espectfully submitted,	
oint Parks & Recreation Committee / Board y: Helen Bacon, Chr.	
ESOLVED, that the foregoing recommendation be adopted.	
Pated: January 26, 2022	
* * * * *	
Noved by Alderperson, seconded by Alderperson	
that the said recommendation be adopted.	

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



Ensuring a first-class visitor experience, helping local businesses grow, and enhancing Sturgeon Bay's quality of life.

January 20, 2022

Re: Sturgeon Bay Farmers Market

Destination Sturgeon Bay (DSB) is proposing to take over management of the Sturgeon Bay Farmers Market beginning this 2022 season. With the transfer, DSB proposes to the City of Sturgeon Bay a change in location of the Sturgeon Bay Farmers Market beginning in the 2022 season and for future seasons. The proposed location change will be to 3rd Avenue which would close from Oregon Street to Michigan Street, with vendor overflow on the 3rd Avenue block from Michigan to Louisiana -- creating a total of 75+ vendor booth spaces. The location change would free up parking in Market Square and be a huge driver of traffic to our 3rd Avenue businesses. The market season will once again run from the first Saturday in June through the middle of October (June 4 - October 15, 2022) from 8:00AM - 12:00PM.

DSB looks forward to increasing communication with the Farmers Market vendors, filling vacant booth spots with daily vendors on a weekly basis, increasing the Sturgeon Bay Farmers Market promotional & marketing efforts, and providing a positive impact on a weekly event that is so important for our community.

Thank you for your consideration,

Cameran Ehlers-Kwaterski

Executive Director

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.

- Roll call
- 2. Adoption of Agenda
- 3. Review of Minutes of December 1, 2021
- 4. Public Comment on Agenda Items
- 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 Bordeau, 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,

Patricia S. Quinn

Municipal Services Secretary

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We the City Plan Commission, hereby recommend to approve the preliminary S.C. Sunset Estates Planned Unit Development for S.C. Swiderski, LLC subject to the following conditions:

- The developer eliminating or modifying the layout of the off-street visitor parking lot.
- 2. All proposed driveways for the Bedford buildings must provide a landscape islands or strips closer to the street to provide separation and curb appeal.
- 3. The developer must utilize an alternative garage door for the Bedford buildings that contains windows and is a non-traditional style of door.
- The developer must provide additional green space for public gathering and grilling.



Proposal: S.C. Swiderski, LLC is petitioning the City to approve a Planned Unit Development (PUD) for a 26-unit apartment project. The subject site is located at 827 N 8th Ave; parcel # 281-62-05000208, which is currently contains Sunset Elementary School. The project consists of two 8-unit buildings, a 6-unit building and a 4-unit building. All units will have an attached garage.

Last year, the City worked cooperatively with the Sturgeon Bay School District in issuing a Request for Proposal (RFP) for both of the Sunset School parcels. Phillips Development LLC was chosen for the school parking lot south of Erie St, and the City Council chose to work with S.C. Swiderski, LLC on developing the main school site.

PUD Required: Planned Unit Developments are special zoning districts in which the allowed uses and district requirements are unique to, and based upon, the specific development proposal. PUD's allow for flexibility of development requirements, but also require a greater degree of scrutiny by the City prior to approval. Section 20.24 of the Zoning Chapter requires that this development proposal be approved via the PUD process since the number of residential units exceed 24 total units and since the existing zoning classification would not allow for multiple-family residential. No deviations of the general zoning code have been requested. During the Preliminary review process a public hearing is to occur which is scheduled for February 16, 2022 following a presentation from the applicant.

Existing Conditions: The subject site is zoned Single Family Residential (R-2) and contains 2.762 acres of land. The property fronts on Delaware St, N 8th Ave, and Erie St. Portions of the street frontage are designated as no parking allowed due to school bus loading zones. The site contains the existing Sunset School Building and a playground area. There are also several small accessory buildings and a chain-link fence surrounding the back half of the property.

The property is surrounding by Single-Family dwellings on all sides except for the VFW clubhouse to the north and multi-family dwellings toward the southwest. The zoning is R-2 on three side with PUD and Multiple-Family Residential (R-4) toward the south.

Comprehensive Plan: The Comprehensive Plan's Future Land Use Map identifies this site for Higher Density Residential Use. The Comp Plan describes this category" as intended for a variety of residential units but ins primarily comprised of multi-family housing (3+ unit buildings), usually developed at a density of 12.4 units per acre". Either an R-3 or R-4 zoning district would be the most applicable. The City recognizes that there is a housing shortage within City and County areas based on housing studies and Employer and Citizen feedback. The city should continue to pursue and support housing developments of all types address shortages and the needs of everyone.

Site Plan and Design Considerations: The following is a summary of the major site and design issues:

<u>Proposed Use:</u> The project consists of a total of 26 apartments units contained in 4 buildings. The underlying zoning as part of the PUD Ordinance would be R-4 which matches the proposed development.

Building Layout: All buildings will face toward 8th Ave. The 4-unit and 6-unit building will be located closer to the street with the two 8-unit buildings closer to the rear lot line.

<u>Density:</u> The zoning code requires a minimum 12.4 units per acre (3500 square-feet per unit) At 26 units the density is 4,267 square feet per unit. The proposed density complies with the zoning code.

Building Design: There are two different building design including the Bedford and the Huntington. The Bedford is a single-story building with pitched roofs and garages attached to the front. Each dwelling unit has separated entries. The exterior is primarily a horizontal siding with stone accent around the base. The Bedford design is intended to blend with the ranch homes across the street. The Huntington has more of a traditional multi-family townhouse design. These are two-story buildings with pitched roofs and attached garage. Each dwelling has separate entries. Dormers are provided over the entries with shake shingles on the gable end. The building is sided with a combination of horizontal siding and a brick around the base of the building. Balconies are provided on the upper floor. 8' x 6' covered patios are provided on the back.

One design change that staff would like the Plan Commission and developer to consider is modifying the front of the Bedford units to include:

- 1. A different style of garage door that includes a row of windows; and
- 2. Add a mansard roof line above just above the garages

Mix of Units: The Huntington buildings have a total of 16 two-bedroom units. The Bedford buildings include a total of 6 two-bedroom units and 4 three-bedroom units.

<u>Parking:</u> The zoning code requires 46 parking stalls. The site plan identifies 38 off street parking spaces and 28 garage stalls for 66 total spaces. Off-street parking quantities are met. The Bedford buildings will be accessed with separate driveways to 8th Ave. However, the driveways for the interior Bedford units exceed the 35-ft maximum width allowed at the street. These wide driveways are a safety concern and snow storage concern and also pose an aesthetics issue compared to the driveways across the street. To address this issue, it is suggested that landscape islands or strips be used closer to the street to provide separation and curb appeal.

The Huntington buildings are accessed by a continuous driveway between Delaware and Erie Streets. There are no concerns with that access.

One other issue with the parking layout is the visitor parking shown on 8th Avenue. This parking does not conform to city standards and, when coupled with the Bedford driveways, creates a near continuous strip of asphalt along 8th Avenue. Staff recommends

eliminating this parking area altogether. The six parking spaces that are lost are partially offset by the three on-street spaces that are created.

<u>Pedestrian Access:</u> Public sidewalks are located on all street frontages. A new sidewalk will connect the Huntington parking area to 8th Avenue.

<u>Traffic:</u> The City Engineer is not requiring a traffic study for this project. No significant changes to the surrounding streets or traffic pattern are anticipated or planned.

<u>Utilities:</u> Sanitary sewer will be extended off of the existing main in Delaware Street. Water is extended off of the main in N 8th Ave. Electrical surfaces is already located on site. SBU has noted that all existing sanitary and sewer and water laterals on 8th will need to be abandoned at the mains. Existing sanitary sewer manholes on Delaware will need to be replaced with a "Y" pattern flow-line manhole. The proposed fire hydrant and control valve will need to be located closer to the proposed water main and meet the needs of the Fire Department. The 2" copper water laterals need to be "direct tapped" on the D.I. water main, not connected by a saddle. The 2" copper water laterals also need curb stop valves and curb box assemblies added near the main.

Stormwater Management: A stormwater management plan is required for this site. A preliminary design has been provided and appears to be on the right track. This plan utilizes underground storage tank versus typical bioswale / storm pond area. A network of storm pipes will be located under the parking areas and by the building downspouts with a spillway located on the northwest corner of the property. A final design submittal with completed engineering will need to be provided before obtaining a plan approval.

Landscape Design: All existing plants and trees will be removed from the site. The proposed landscape plan shows several groupings of evergreens along the west lot line. There are a couple groupings of evergreens, maple trees and couple of other deciduous trees along the south lot line. There will be a few other trees planted in between the buildings. The Bedford's will have landscaped areas with various shrubs by the entry ways in the front and on all other sides of the building. The Huntington's will have landscaped areas on the back and sides since the front is all paved. To soften the front planters could be established between the garage doors and entrance or small landscape beds installed instead. Per the zoning code, 6 canopy trees are required within 10 feet of the Huntington parking areas. This could be met by shifting or adding trees unless a deviation from the code is approved through the PUD. In addition, approximately 20 trees are required along the street frontages, based on 1 tree per 50 feet of street frontage. The Erie Street frontage should be restored to a standard residential look with 5-foot sidewalk and terrace lawn either by the developer or through the tax increment district.

Signage: The project includes two ground signs - one facing Delaware St and another on Erie St. Each is shown with a decorative base and landscaping. The sign designs and

locations will require sign permits and review by the Aesthetic Design and Site Plan Review Board prior to start of construction.

<u>Lighting:</u> The lighting plans have been submitted which include 48 wall lanterns and 26 surface mounted disk lights. No free-standing lights are proposed. Lighting will get reviewed by the Aesthetic Design and Site Plan Review Board. In general, all lighting should be designed to be night sky friendly and contained within the site. This is accomplished with downward directed light fixtures and shielding if necessary. Based on the proposal this should comply.

Other Considerations:

- 1. A proposed fence is planned to be installed along the west lot line behind the proposed evergreen trees. It will be 6 feet tall and made from 1 x 6 Cedar Boards.
- 2. A proposed garbage enclosure is proposed near the south entrance off of Erie Street. Some vegetative screen is provided around the location.
- 3. A proposed mailbox structure will be located near the center of the property off of the rear parking area.
- 4. The developer intends to install a community garden in the center of the property as an amenity.

PUD Review Criteria: The Plan Commission and Council must consider whether the development is consistent with the spirit and intent of the City's ordinance, has been prepared with competent professional guidance, and produces benefits to the city compared to conventional development. In addition, there are specific criteria listed in the zoning code.

Fiscal Impact: This project will have to contribute \$300.00 per residential unit totaling \$7800.00, which goes toward the Park and Playground Fund. In addition, the taxes generated from the minimum \$2,500,000 project will contribute to the recently created TID #5 which will ultimately pay for several public improvements planned for this area, including street repairs, playground equipment, and neighborhood fix-up. The developer will receive financial incentive of \$7,700 for each unit upon completion.

Recommendation: City Staff recommends approval of the Preliminary PUD subject to:

- 1. The developer eliminating or modifying the layout of the off-street visitor parking lot.
- All proposed driveways for the Bedford buildings must provide a landscape islands or strips closer to the street to provide separation and curb appeal.

- 3. The developer meet the requirements of Sturgeon Bay Utilities and the Fire Department as described above.
- 4. The developer must utilize an alternative garage door for the Bedford buildings that contains windows and is a non-traditional style of door. In addition, consider adding a mansard roof line above the garage doors.

5.5.5.1.19	
Prepared by:	2.11.22
Christopher Sullivan-Robinson Planner / Zoning Administrator	Date
Planner / Zoning Administrator	
Reviewed by: May Olg	2-10-2022
Marty Olejniczak	Date
Community Development Director	
Reviewed by:	2/10/22
Josh Van Lieshout	Date'

City Administrator

CITY OF STURGEON BAY PLANNED UNIT DEVELOPMENT APPLICATION

Date Received:	· · · · · · · · · · · · · · · · · · ·
Fee Paid \$	
Received By:	

		LEGAL SPONERTY OWNER
	APPLICANT/AGENT	LEGAL PROPERTY OWNER
lame	Jacqui McElroy	S.C. Swiderski, LLC as of 1/28
Company	S.C. Swiderski, LLC	
Street Address	401 Ranger St.	
City/State/Zip	Mosinee, WI 54455	
Daytime Telephone No.	715-693-7838	
Fax No.		
	2 762 Δcre	es: 1 Lot
	SSIFICATION: R-2 Single-Family	es; 1 Lot
CURRENT ZONING CLAS		

PLEASE IDENTIFY SPECIFIC PROPOSED LAND USES. USES MUST IDENTIFY AND CORRESPOND TO PARTICULAR LOT, LOCATION, BUILDING, ETC. multi-family development consisting of apartment on 2.76 acres of land with 4 apartment buildings, 1 mail building, 1 trash receptacle, and monument signs. 22, 2-bedroom units and 4, 3-bedroom units There will also be a rain grammatity for tenants' use.	TO A
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South: PUD/R4 multi-family dwelling	
East: R-2 Single-family dwelling	
West: R-2 Single-family dwelling	
COMPREHENSIVE PLAN DESIGNATION OF ADJACENT SURROUNDING LAND USES:	
North: Medium density residential South: higher density residential	
East: Lower density residential	
West: Medium density residential	
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NOTICE OF PUBLIC HEARING

The City of Sturgeon Bay Plan Commission will hold a public hearing in the Council Chambers at Sturgeon Bay City Hall, 421 Michigan Street, Sturgeon Bay, Wisconsin on February 16, 2022 at 6:00 p.m. or shortly thereafter in regard to a Preliminary Planned Unit Development request from S.C. Swiderski LLC to approve a 26-unit Multiple Family Residential development. The project includes two 8-unit buildings, one 4-unit building and one 6-unit building, all with attached garages. The subject site is located at 827 N 8th Ave (Sunset School Property); parcel #281-62-05000208. The PUD application and related material is on file with the Community Development Department and can be viewed weekdays between 8:00 a.m. and 4:30 p.m., or visit the City website at www.sturgeonbaywi.org for more details. The general public is invited to give testimony in-person at the public hearing or in writing. Written testimony can be mailed to City Hall attention Community Development Department or emailed to the Planner / Zoning Administrator at csullivan-robinson@sturgeonbaywi.org.

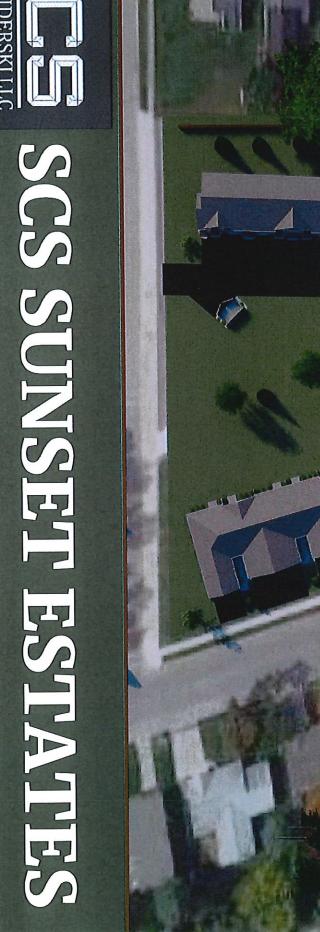
By order of: City of Sturgeon Bay Plan Commission

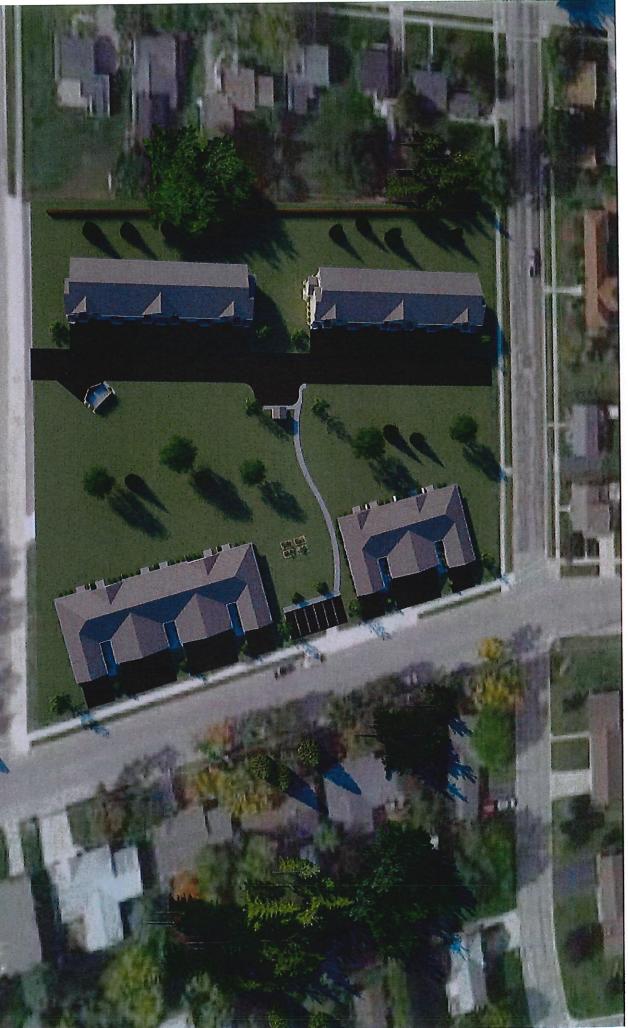
Location Map PUD - 26 Unit Multifamily Development 827 N 8th Ave











COO & Advisory Board of Directors



Nathanael Popp

Chief Operating Officer

WI Real Estate License University of Wisconsin-Stout, Bachelor of Science in Industrial Management Experience: 17 years of construction and management

Role: Handles company strategic direction and project financing



Jacqui McElroy

Director of Business Development

Experience: 23 years of real estate and development St. Cloud State University, Bachelor of Science in Marketing WI Real Estate License

Role: Handles project selection, planning and feasibility



Tom Woller

Director of Construction

Experience: 32 years of construction and project management Role: Handles project budgets, schedules, materials and contracting

Leadership Team

SCS has an experienced leadership team with diverse backgrounds covering different areas of the business



Samantha Cricks

Managing Real Estate Broker



Kari Kussow

Leasing Manager



Gail Zettler

Accounting Manager



Ryan Schultz

IT Manage



Jon Sawicky

Maintenance & Grounds
Manager

Development Team

entitlement process, ensuring clear communication and efficiencies for the municipality. SCS has a dedicated and experienced development team to work through the planning and



Kortni Wolf

Business Development Manager



Madeline Check

Development Designer



Kal McHugh

Civil Project Engineer



Shayne Fellenz

SCS Homes Coordinator



Morgan Wardall

SCS Homes Concierge

LOCATION - Re-Development of Sunset **Estates School property**



SCS SUNSET ESTATES SITE

(2) 8- UNIT BUILDINGS

(1) 4- UNIT BUILDINGS (1) 6 - UNIT BUILDINGS TOTAL= 26 UNITS

AREA = 2,76 ACRES TOTAL

9.42 UNITS/ACRE

REGULAR= 38 SPACES 2.53 PARKING/UNIT TOTAL = 66 SPACES/STALLS GARAGE= 28 STALLS PARKING

8 UNIT HUNTINGTON

= 16 - 2 BEDROOM UNITS 2 BUILDINGS ON SITE 8-2 BEDROOM UNITS PER BUILDING

4 UNIT BEDFORD

2-2 BEDROOM UNITS PER BUILDING 2-3 BEDROOM UNITS PER BUILDING

1 BUILDING ON STIE =4 - 2 BEDROOM UNITS

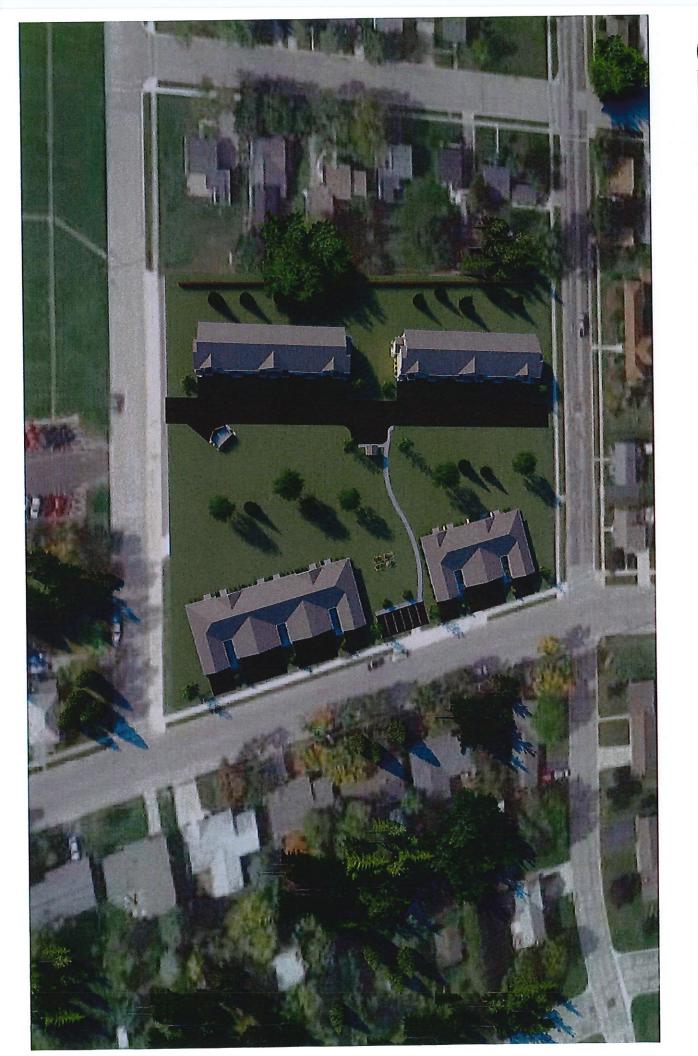
6 UNIT BEDFORD

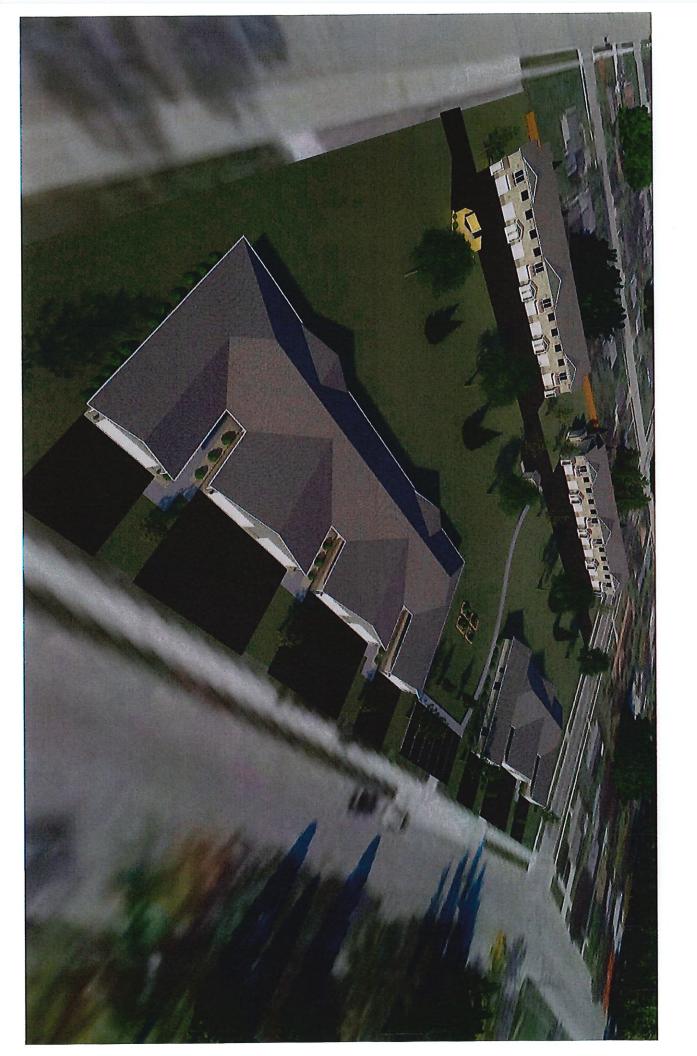
4-2 BEDROOM UNITS PER BUILDING 2-3 BEDROOM UNITS PER BUILDING

1 BUILDING ON SITE =4-2 BEDROOM UNITS 2-3 BEDROOM UNITS

TOTAL= 22 - 2 BEDROOM UNITS 4 - 3 BEDROOM UNITS











Project Summary

LAND AND PARKING

- Zoning: Rezone to
- 2.76 Acres
- 9.42 Units Per Acre
- 32 Parking Spaces
- 28 Garage Stalls
- Total: 60
- Spaces/Stalls
- 2.5 Parking Stalls per Unit
- 2 Entrances

BUILDING COUNT

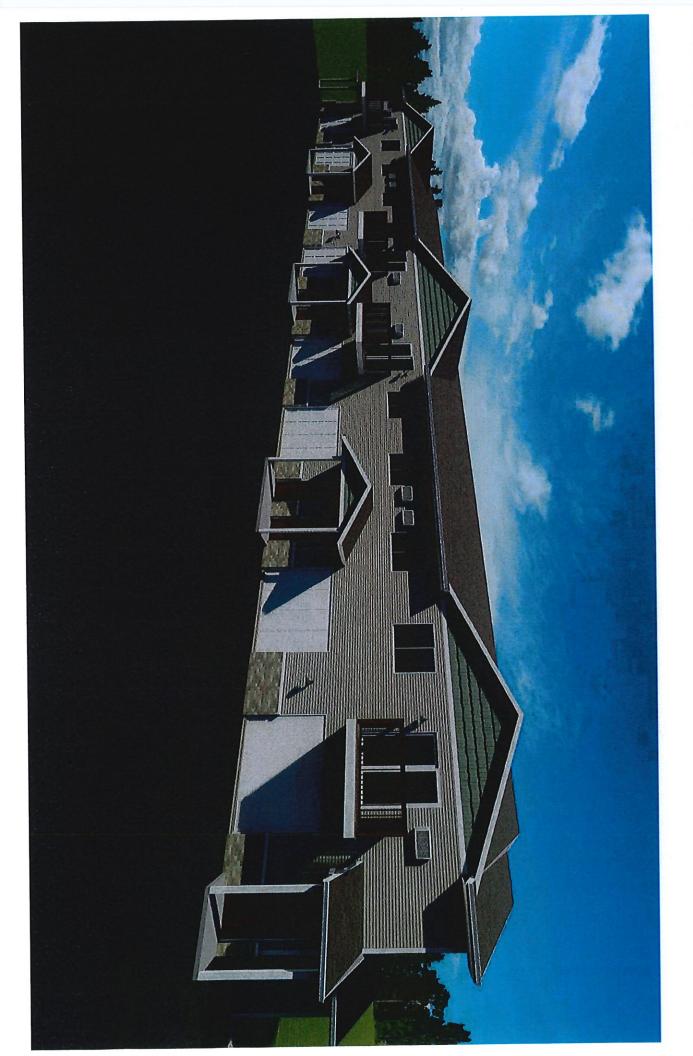
- 2 Huntington
 Buildings
- 1 Bedford 6 Unit
 Building
- 1 Bedford 4 Unit Building
- 1 Refuse Encloure
- 1 Mail Hut
- 2 Monument Signs
- Community
 Gardens

UNIT INFO

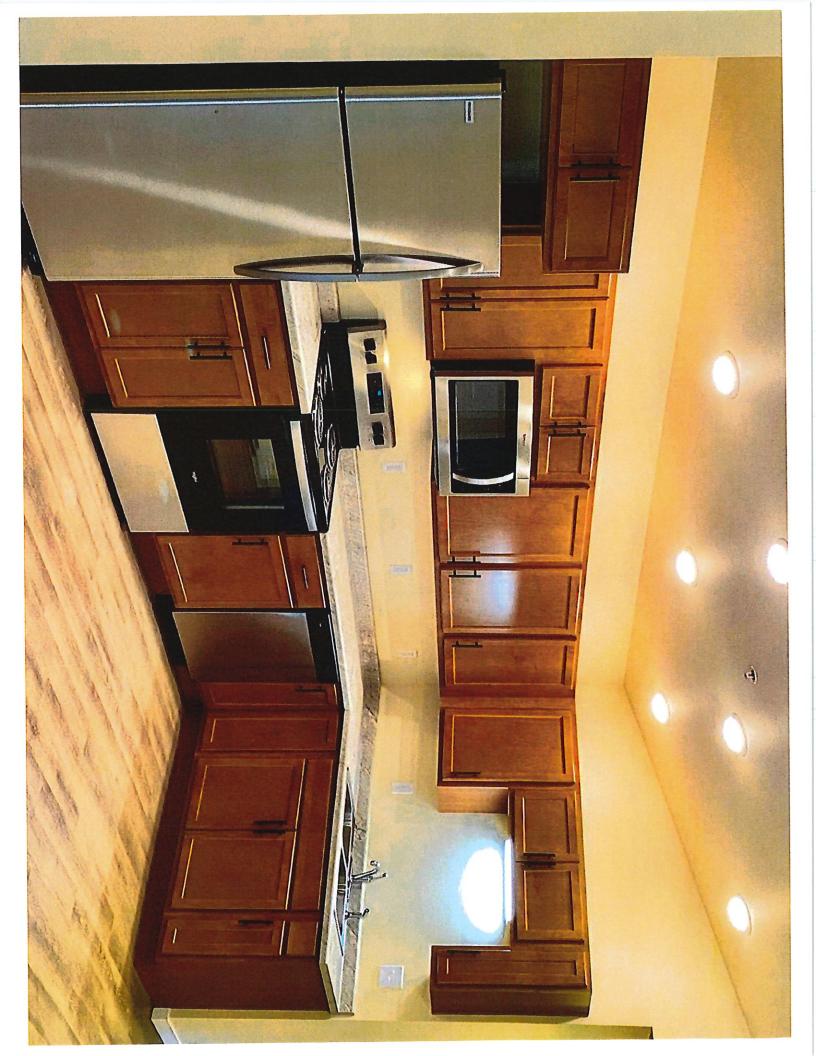
- 22 Two Bedroom
- 4 Three Bedroom
- **26 Total Units**
- 6 Floor plans
- · 889-1244 sq ft
- Attached garages
- Private entrances
- In-Unit Laundry
- Rent includes heat and water, cable &

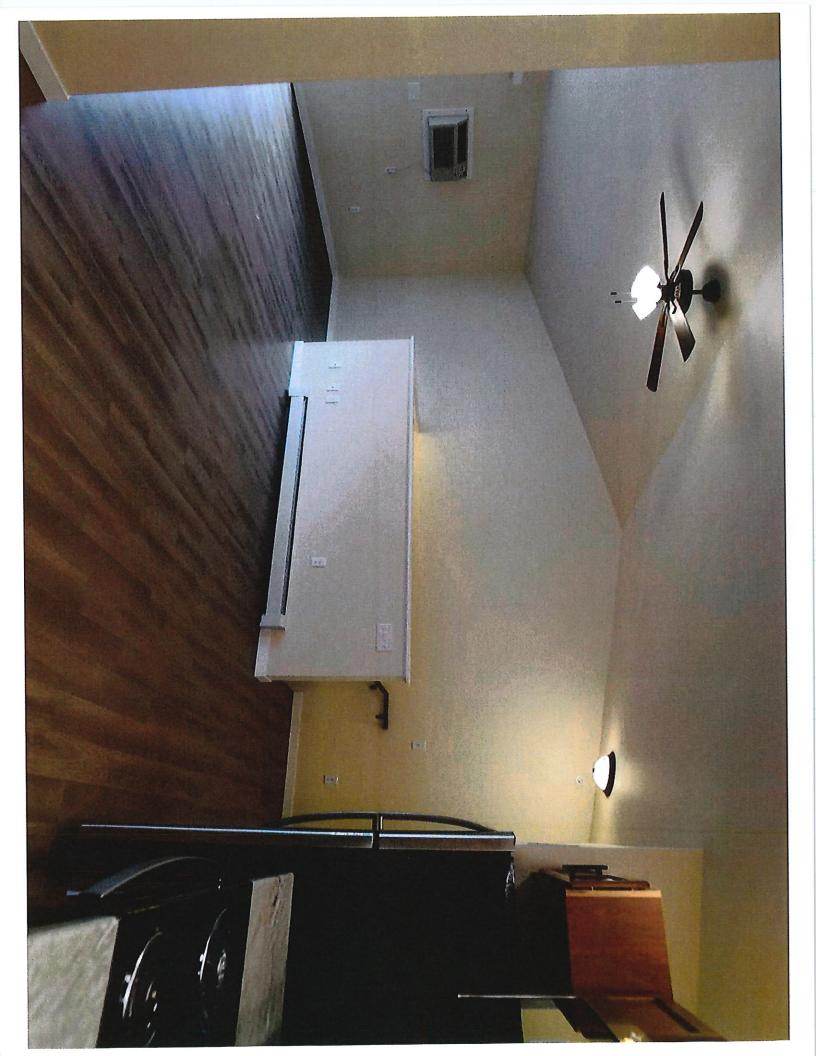
HUNTINGTON

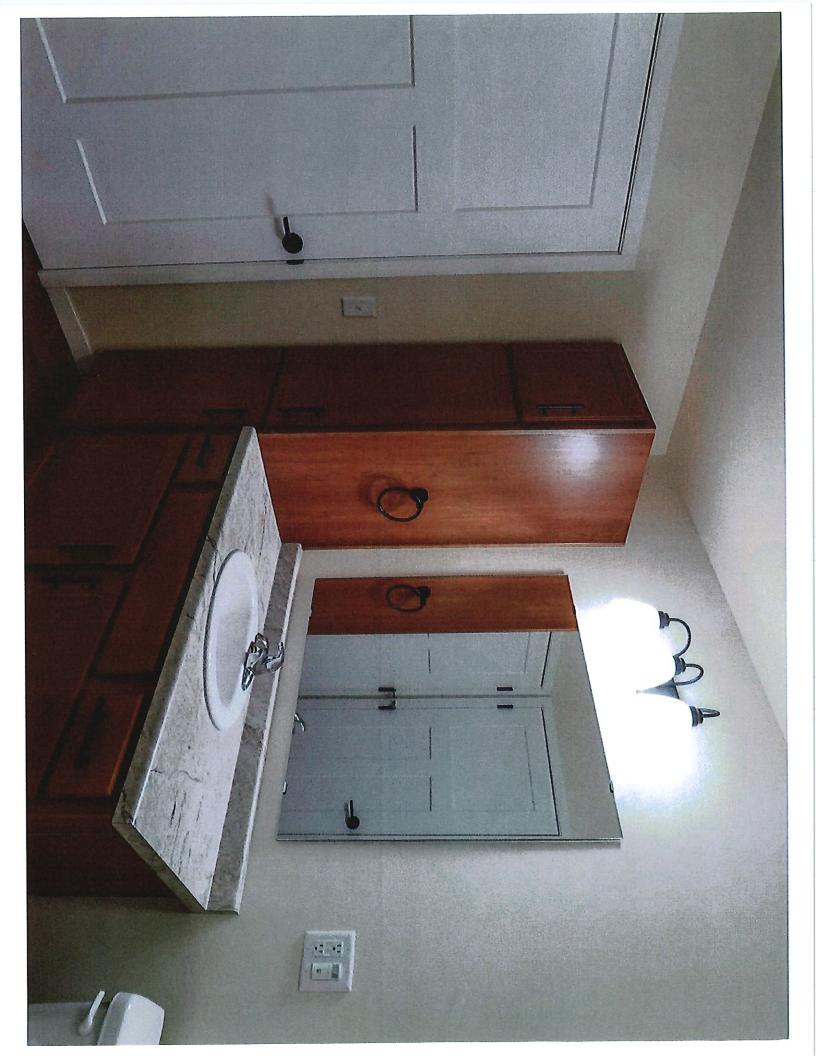
8 UNIT







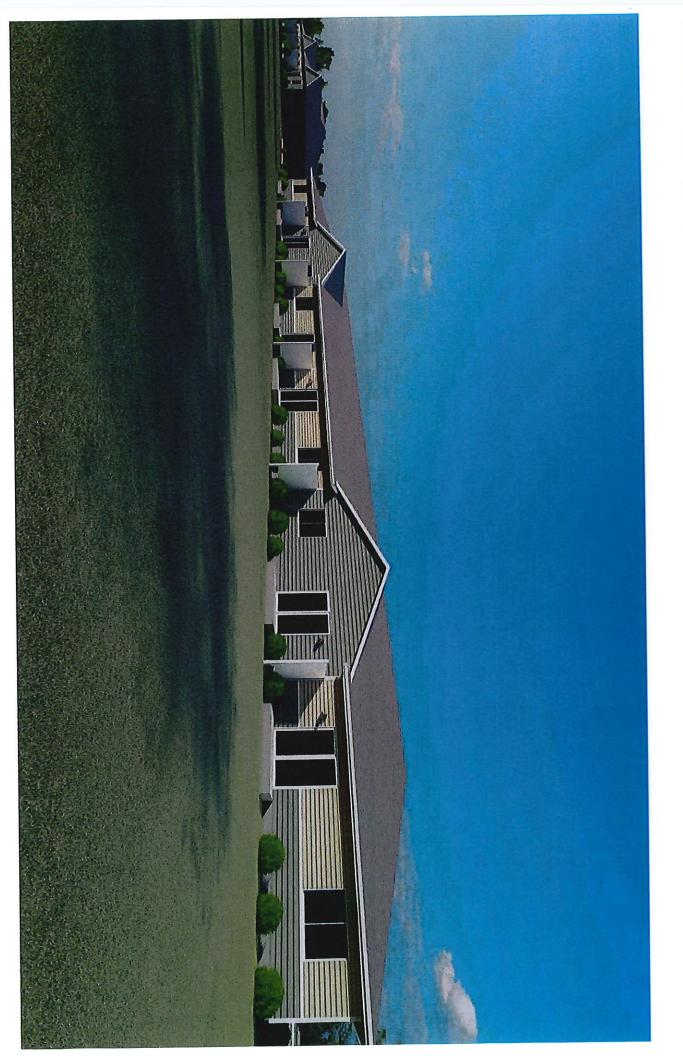


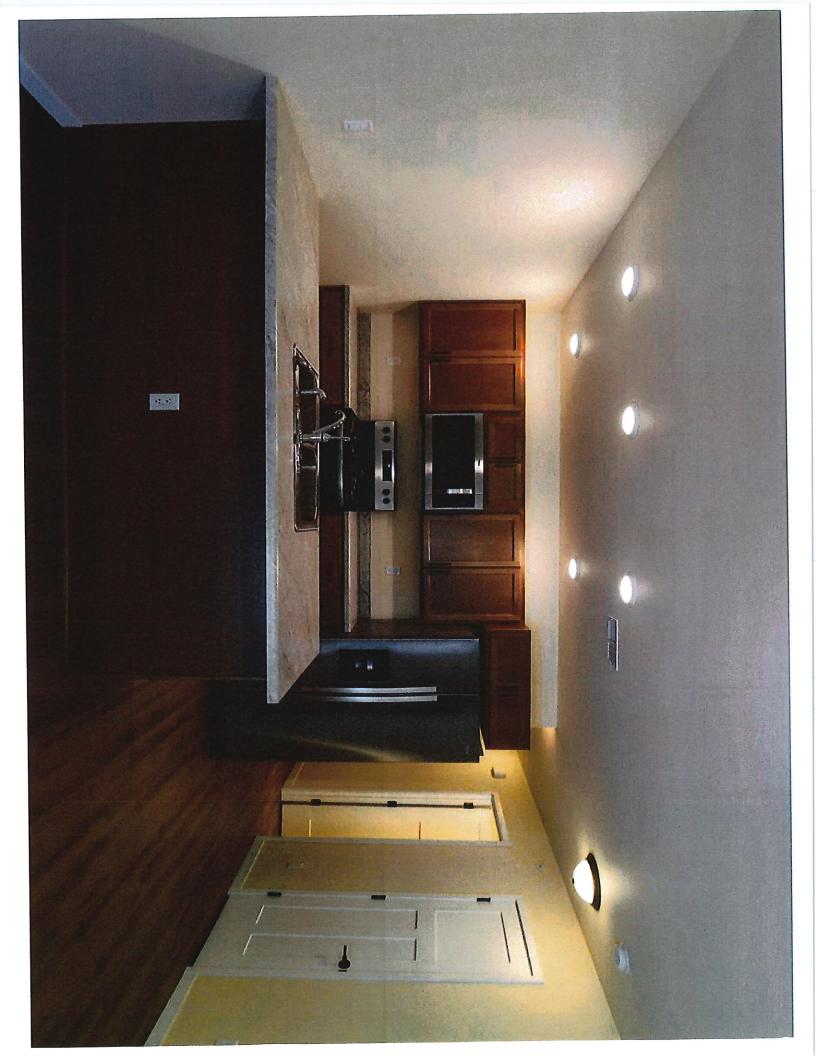


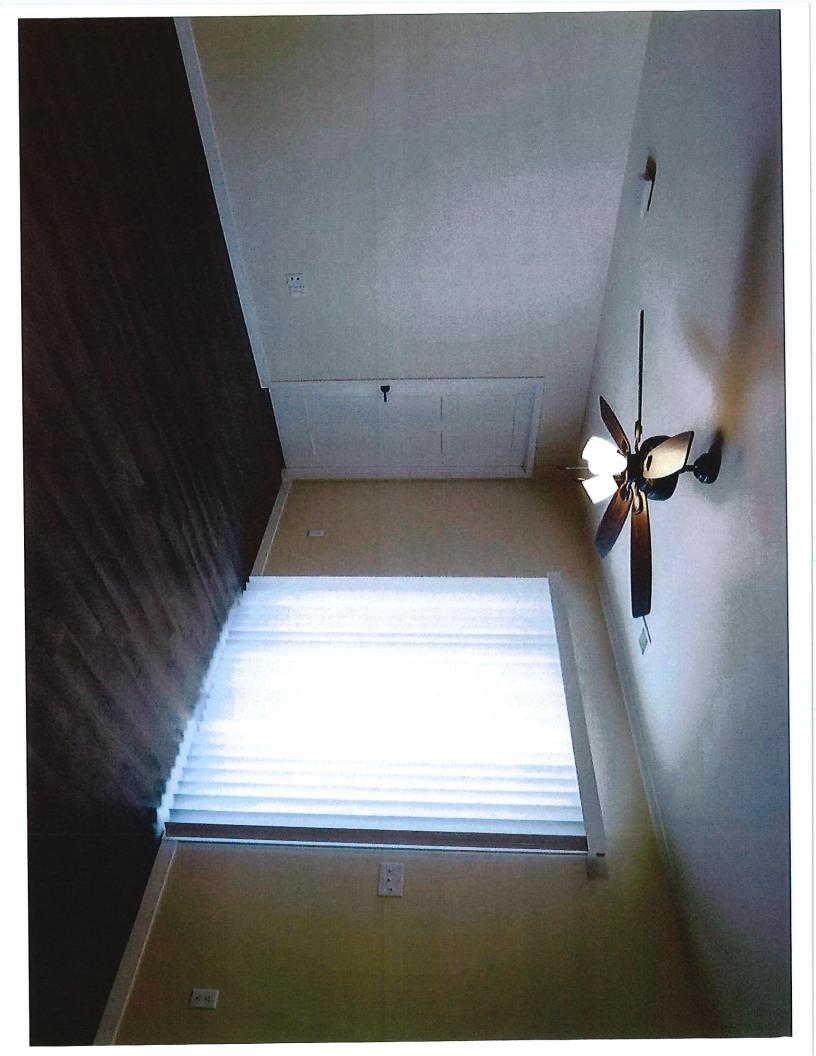
BEDFORD

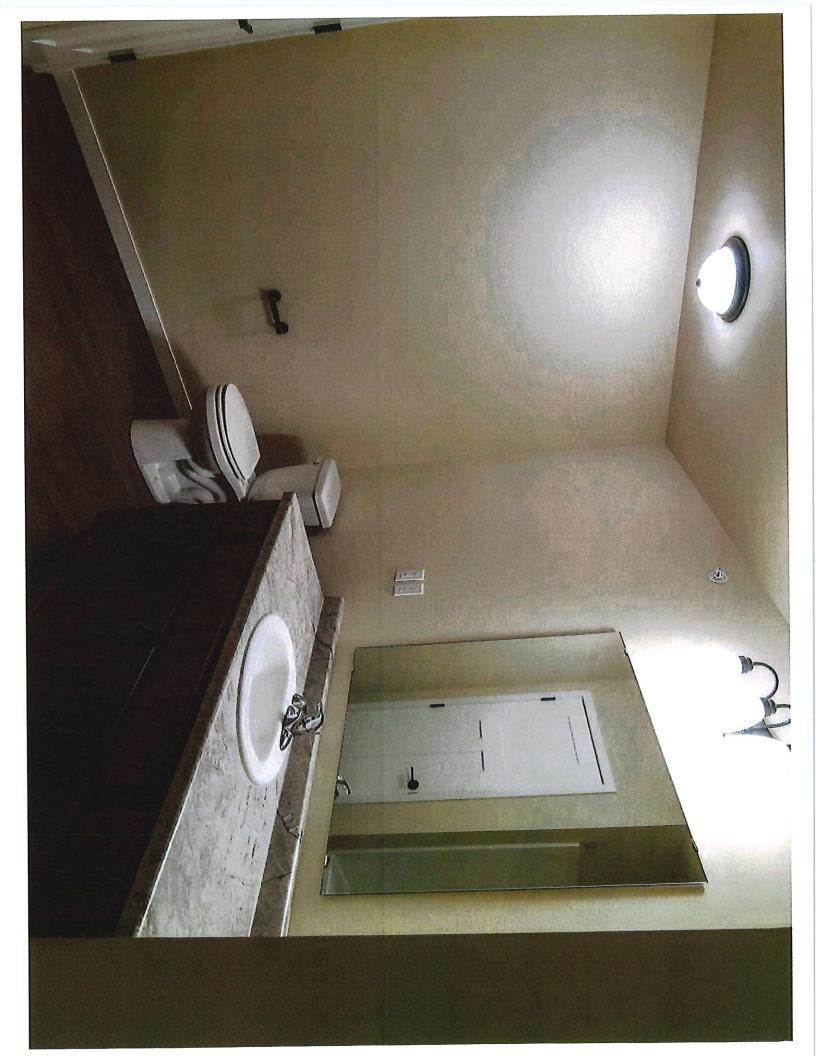
1, 6 UNIT and 1, 4 Unit







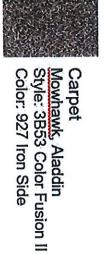


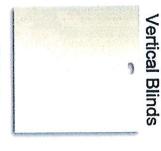


INTERIORS



Luxury Vinyl Plank (LVP) Aladdin Sohana II Reed (Available In: 12 mil)

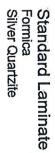




Alabaster



Swiderski Antique Ivory Velvet Armor - Lo Sheen Hallman Lindsey

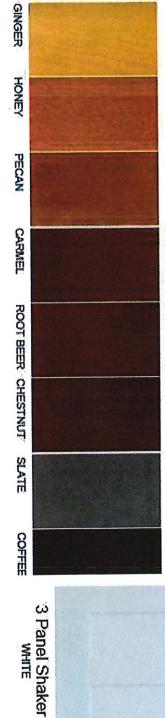


Interior Door Style



SMART CABINETRY | Brighton Maple

STAINED FINISHES

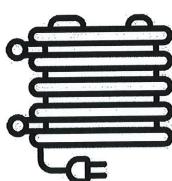


S.C. SWIDERSKI LLC

Included in Rent Rates

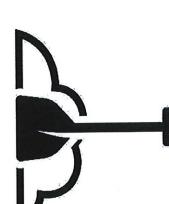


Individual Thermostats



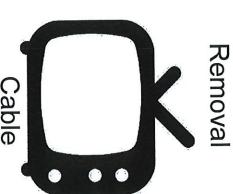
Hydronic Heat

Trash



Snow

S.C. SWIDERSKI L





Wireless

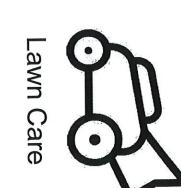
Water



Sewer



Removal

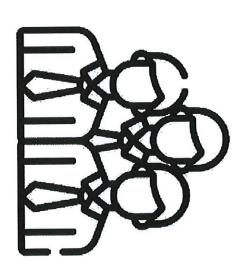


SCS Leasing Department



- Professionally trained on-site staff.
- In compliance with all Equal Housing Opportunity criteria.
- Highly experienced area manager and administrative support staff.
- Tenant portal for on-line payments and maintenance requests.
- Comprehensive applicant screening process:
- Virtual tours and contactless transactions available.

- income guideline
 background check
- credit check
- Extensive rules and regulations enforced for all tenants.



SCS Maintenance



Crews operate SCS marked vehicles and wear SCS attire. This also assures tenants To keep our sites secure and ensure peace of mind, SCS Maintenance and Grounds that staff present is from SCS

REGULARLY SCHEDULED Maintenance

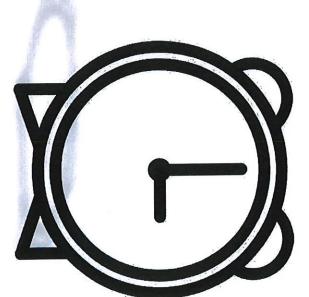
- Pressure washing of building.
- Annual dryer vent cleaning.
- Monthly building lighting and general building inspections.
- Regular landscape inspections.
- Annual inspection of asphalt parking and driveway areas.
- Filter changes per type of equipment specifications
- Annual testing of fire alarms & fire suppression systems.

AVERAGE RESPONSE TIME

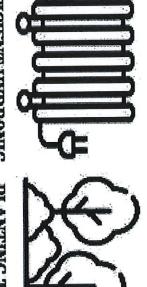
2 days 20 hours and 50 minutes

AVERAGE WORK ORDER COMPLETION

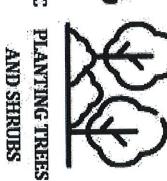
55 minutes



SUSTAINABLE & GREEN MEASURES









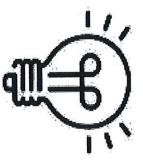
THERMOSTAT MONITORED SETTINGS



FLOOR TRUSSES **INSULATION IN FULL BLOWN**



ENERGY STAR APPLIANCES



LED LIGHT FIXTURES

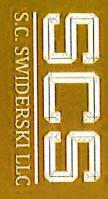


WATER FIXTURES LOW FLOW



R50 INSULATION





Accessibility Measures





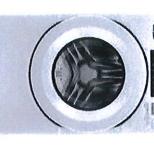
SCS Apartments Include:

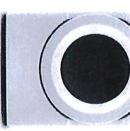
- One-level living featured in many building styles.
- ✓ Lever doors vs. turn handles.
- Low threshold entries in first floor units (Type B).
- Tubs and shower surrounds are ready for grab bar installation (Type B).
- ✓ Open-concept floorplans.
- 36-inch door width in all bedrooms and bathrooms.
- 55-inch hallway widths in many units.
- Elongated and raised toilets in all units
- LVP flooring in main living areas for ease of movement
- SCS is prepared to add visual alarms, grab bars, and further accommodations to Type B apartments as requested

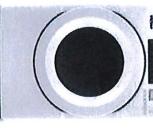
Accessibility Measures



Fully Accessible Apartments Include: All "Type A"







- Removable sink panels in kitchens and bathrooms.
- French swing-style patio door.
- Front-loading washer and dryer.

WASHER

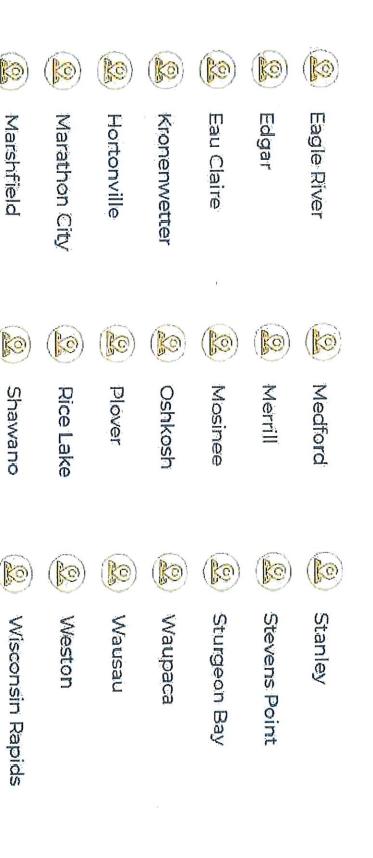
DRYER

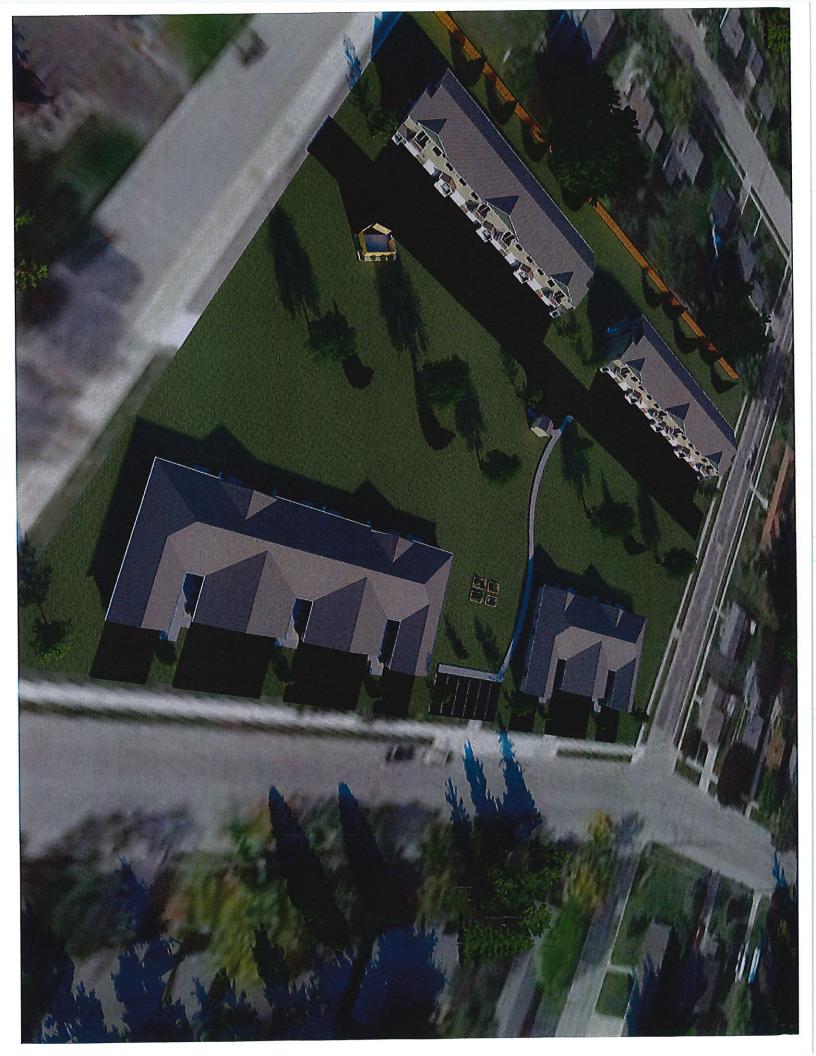
- Bump pads adjacent to handicap parking spots.
- Adjusted countertop height.
- Accessible appliances.
- 24 ft. wide detached garages.

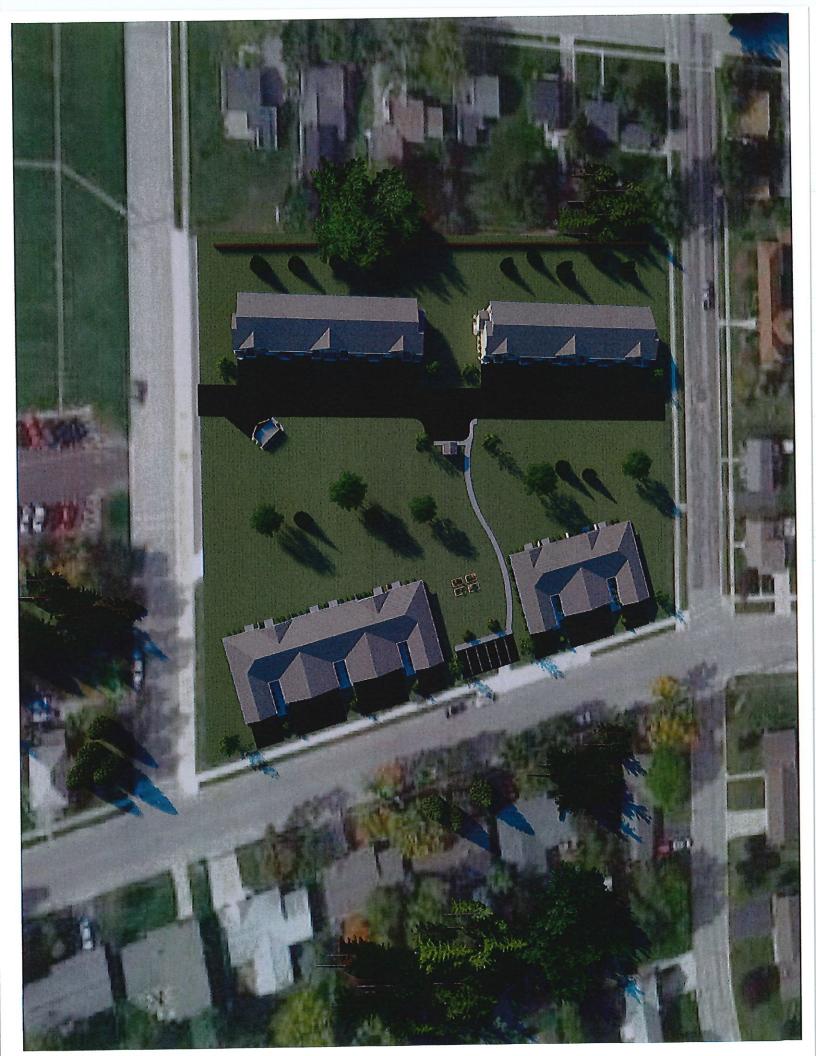
SCS LOCATIONS & OCCUPANCY

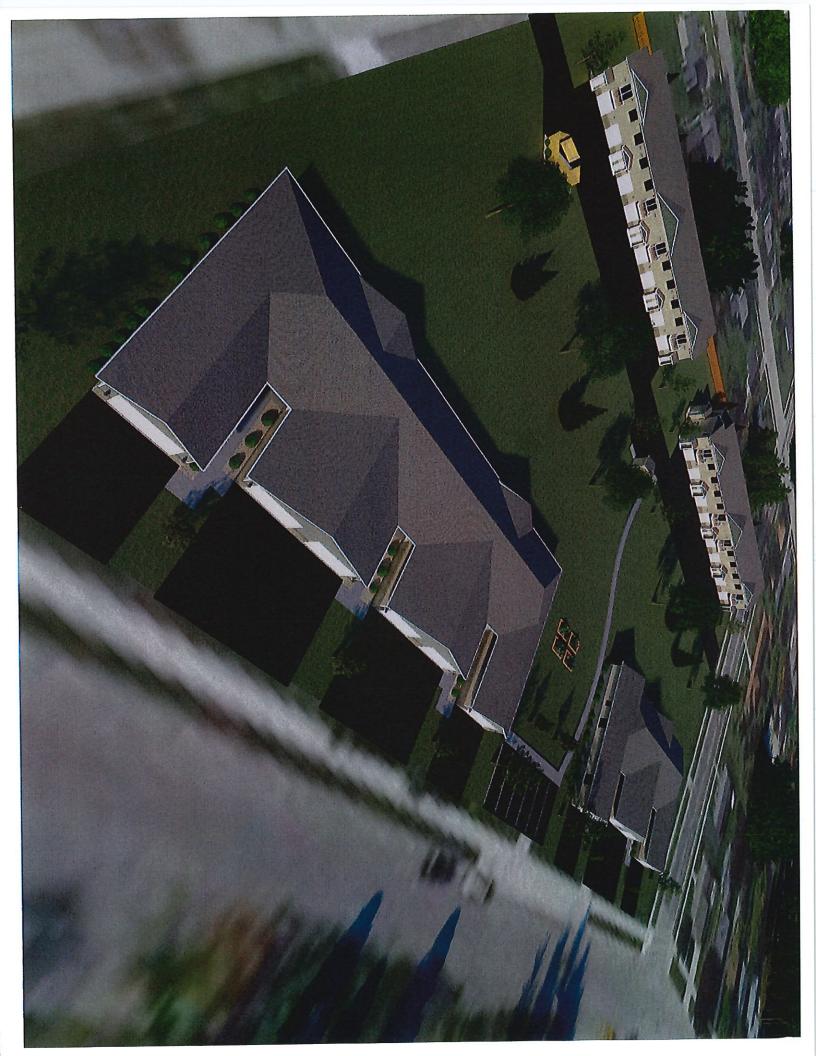
apartment units throughout our multi-family locations. locations. S.C. Swiderski is steadily expanding throughout Wisconsin, with multi-family As a fully integrated company, S.C. Swiderski, LLC owns and manages all of its apartment locations in 20 cities across the state. S.C. Swiderski manages a total of 2,273 individual

occupancy rate of 98% in all of our stabilized properties. correlation with our exceptional customer services, the company holds an above-average expectations with our professional on-site staff and dedicated maintenance team. In S.C. Swiderski aims to provide a unique rental experience to our tenants by exceeding

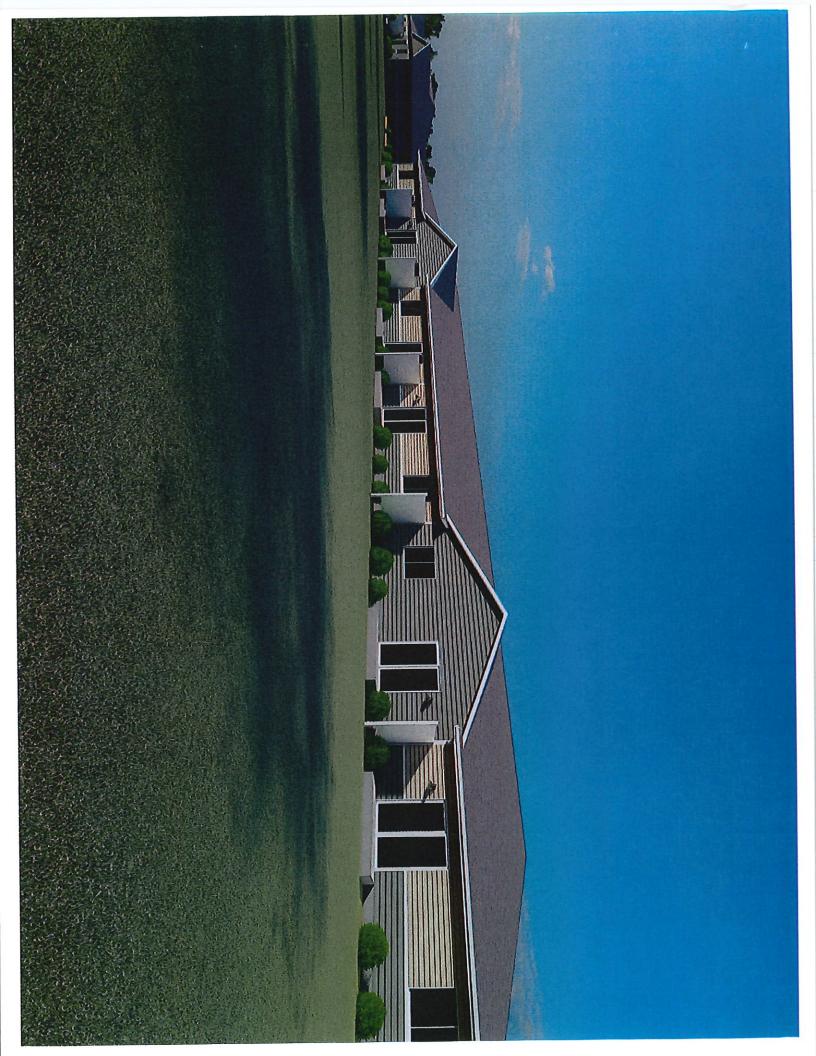












PROJECT AREA

orth /

CITY OF STURGEON BAY, WISCONSIN

SW 1/4, NW 1/4, SECTION 5, TOWNSHIP 27 NORTH, RANGE 26 EAST

DEMOLITION PLAN
SITE PLAN
GRADING & EROSION CONTROL PLAN
UTILITY PLAN - STORM & SANITARY
UTILITY PLAN - WATER
DETAILS
DETAILS
DETAILS
DETAILS OVERALL LANDSCAPE PLAN
LANDSCAPE PLAN ENLARGEMENTS
LANDSCAPE PLAN ENLARGEMENTS
LANDSCAPE DETAILS & NOTES

DRAWING INDEX

TITLE SHEET

1 OF

ALTA/NSPS LAND TITLE SURVEY



PROJECT INFORMATION

OWNER
S.C. SWIDERSKI
KALAN IKCHUCH
AN TANGER STREET
AOSINEL WI 64465
P. TAGASTATO
F. TAG

CIVIL CONSULTANT

JSD PROFESSIONAL SERVICES, INC.

JUSTIN FRAIM

7402 STONE RIDGE DRIVE, SUITE 4
WESTON, WI 64478

P.716,250,630

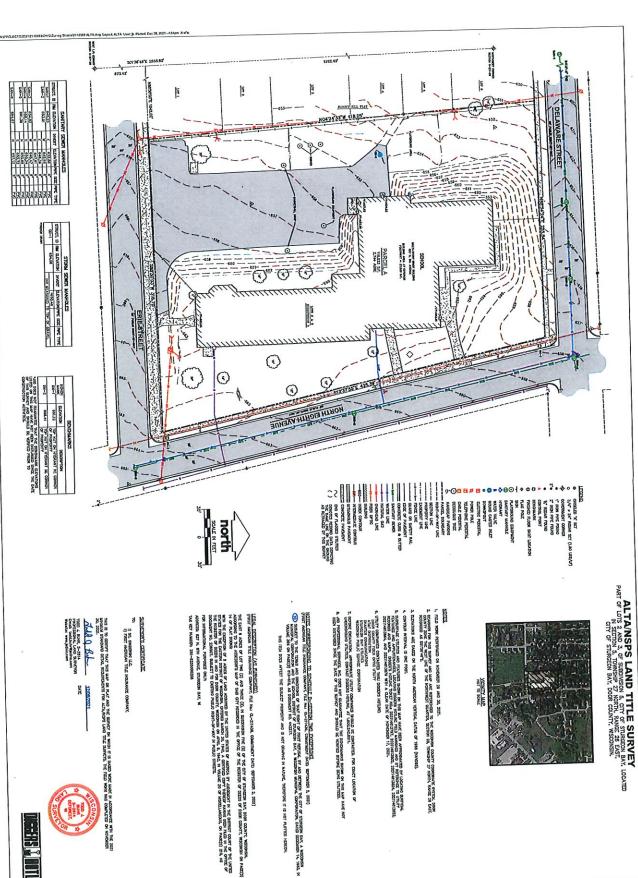
Justin.frahm@jedinc.com

CITY ENGINEER
CITY OF STURGEON BAY
CHAD SHEFCHIK
421 MICHIGAN STREET
STURGEON BAY, WI 64235
P: 920,742,2016
chheinik@sturgeonbaywi.com



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STURGEON BAY, WI

SCS SUNSET ESTATES

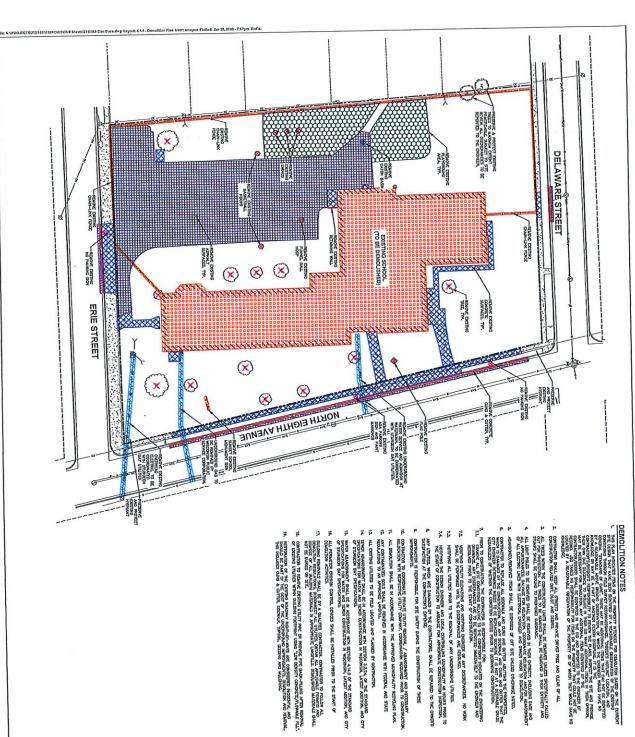
MOSINEE, WI

S.C. SWIDERSKI, LLC

בב זאם עופוסא 🄰 דברר זאת פוספ

MEERS LIBITURE C1.0

ALTA/NSPS LAND



SCS SUNSET ESTATES

LEGEND

MOSINEE, WI 54455

PROTECT DUSTING TREE

אבער אביר הראו צמע מבנאודם אטובם אבייסאירר

SWIDERSKI, LLC

SANCUT DISTING PANDLOFT

DEBUTION - REDOVAL OF DISTINGUE WALL

DEBUTION - REDOVAL OF CONSTITE SHEFACES

DEBUTION - REDOVAL OF DISTINGUE WALL

DEBUTION - REDOVAL OF DISTINGUE WALL

DEBUTION - REDOVAL OF DISTINGUE WALL

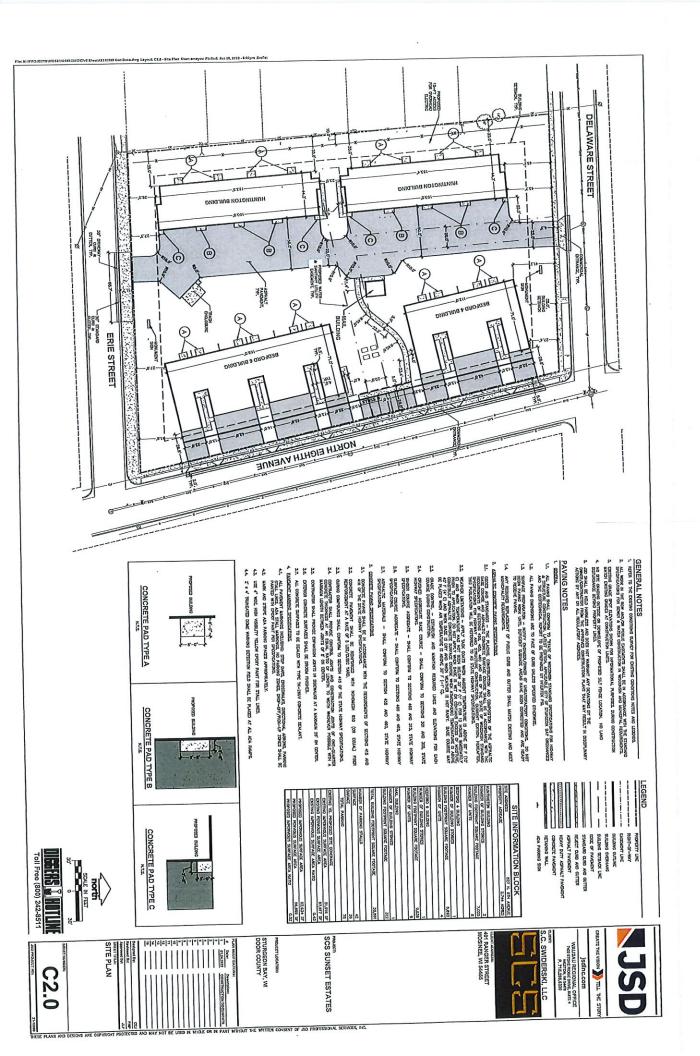
CREATE THE VISION N TELL THE STO

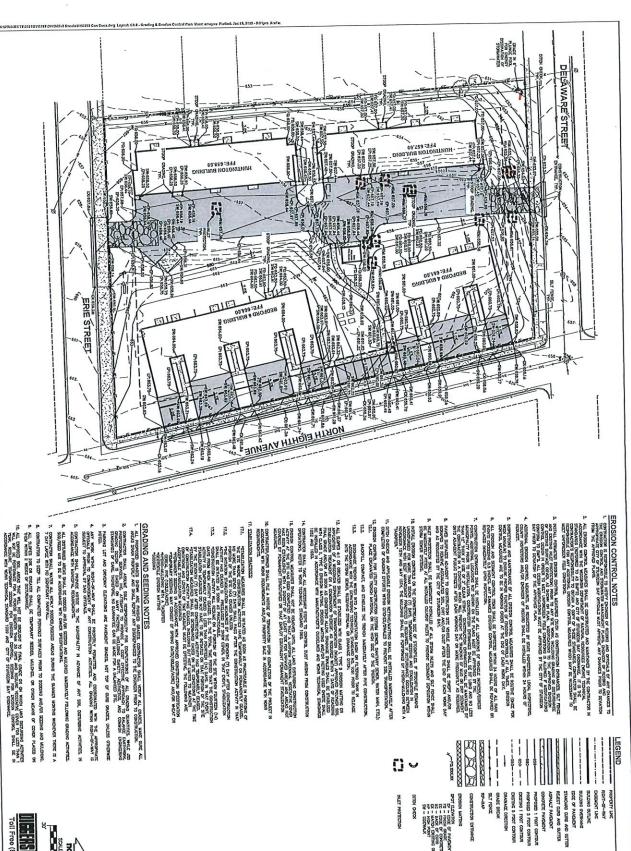
jsdlnc.com

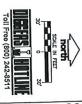
Service in Secretary

C1.2

STURGEON BAY, WI DEMOLITION PLAN







GRADING & EROSION CONTROL PLAN C3.0

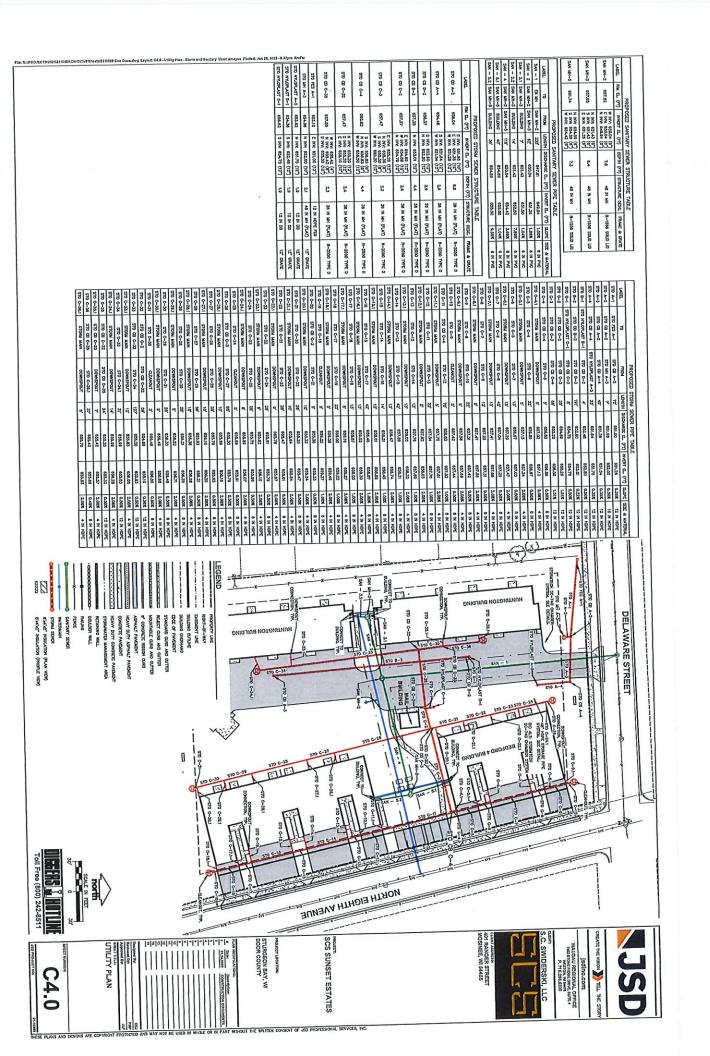
STURGEON BAY, WI

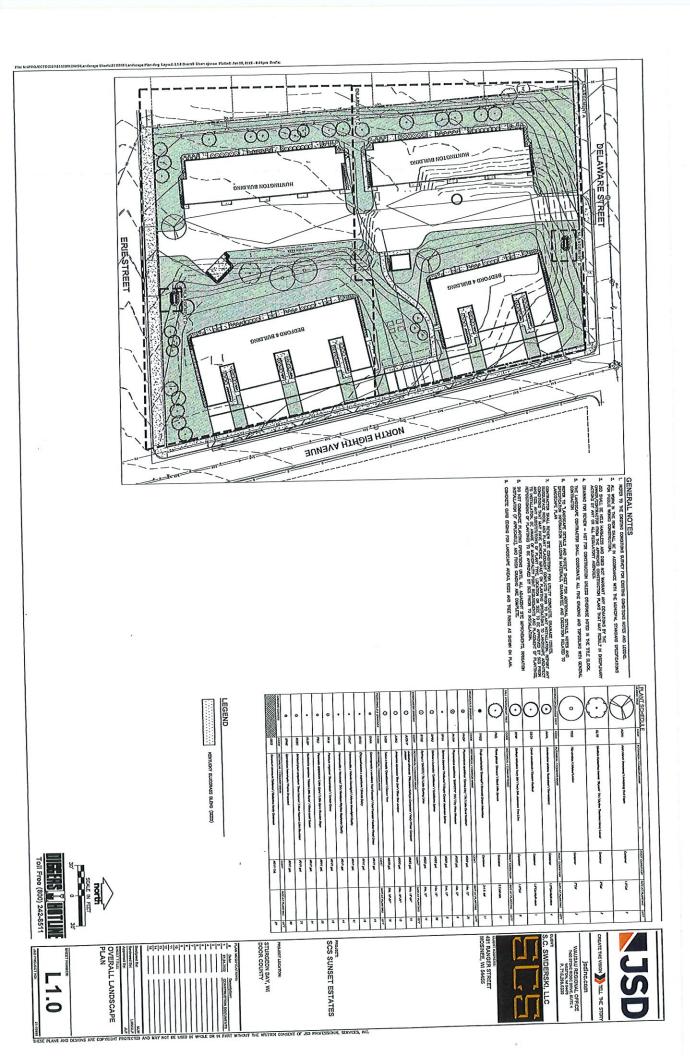
SCS SUNSET ESTATES

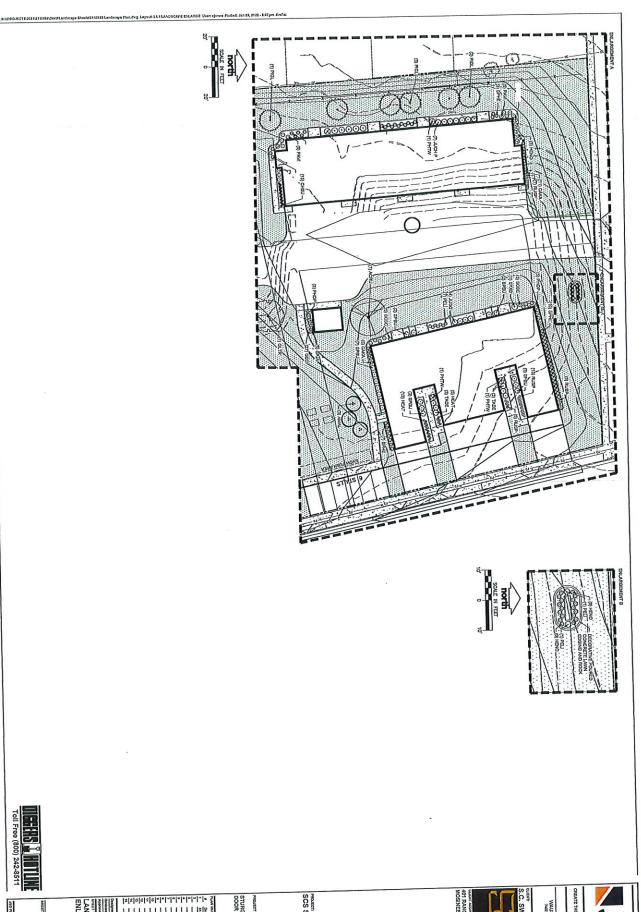
401 RANGER STREET MOSINEE, WI 54455

SWIDERSKI, LLC AUSAU REGIONAL OFFICE
7422 STONE RIDGE DRIVE, BUTTE 4
WESTON, W 64478
P. 716,298,5338 sdinc.com

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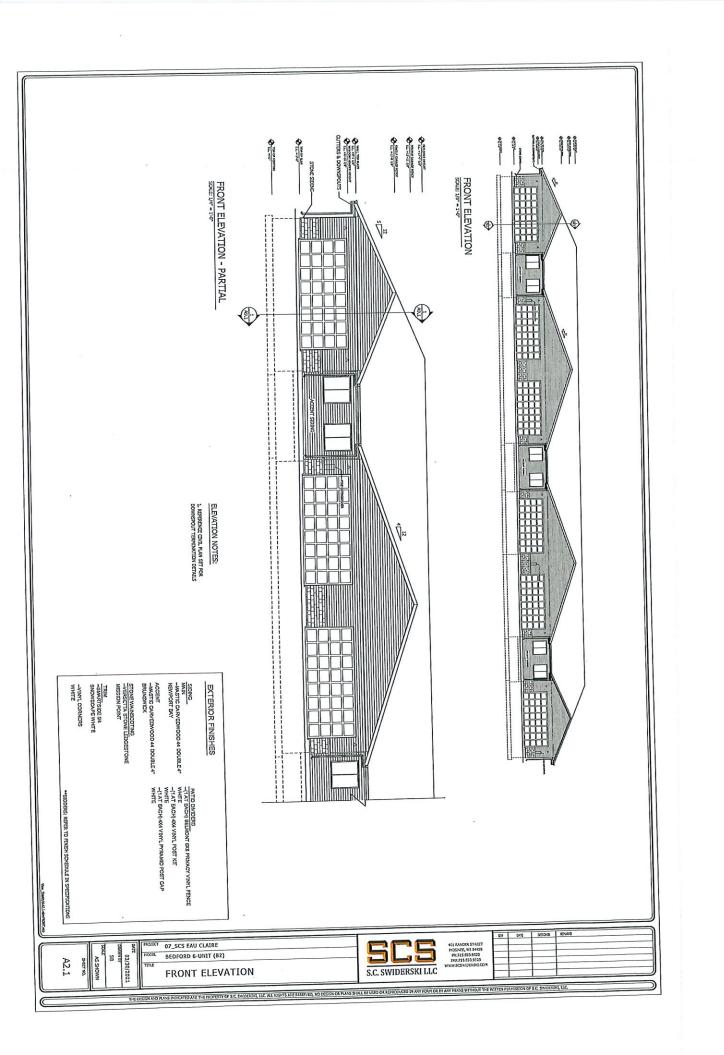


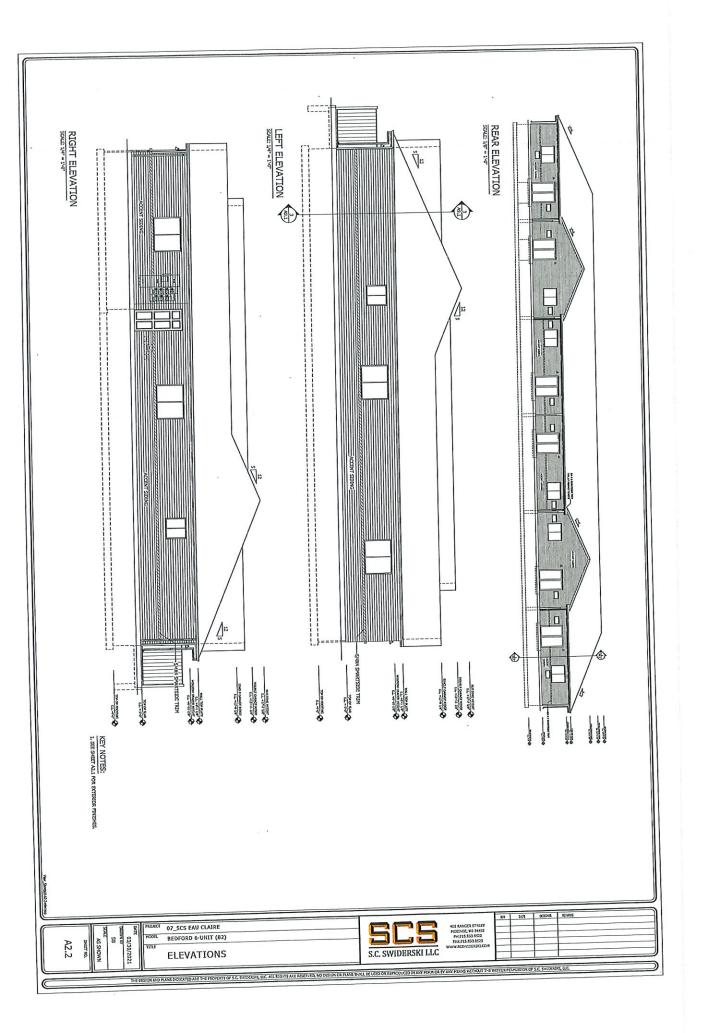


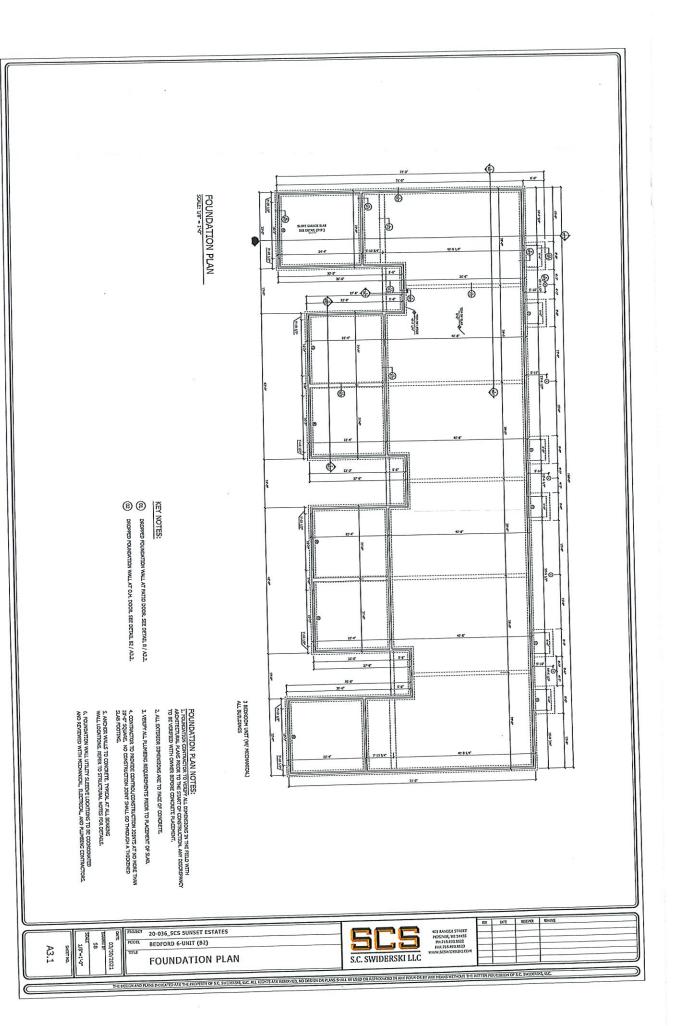
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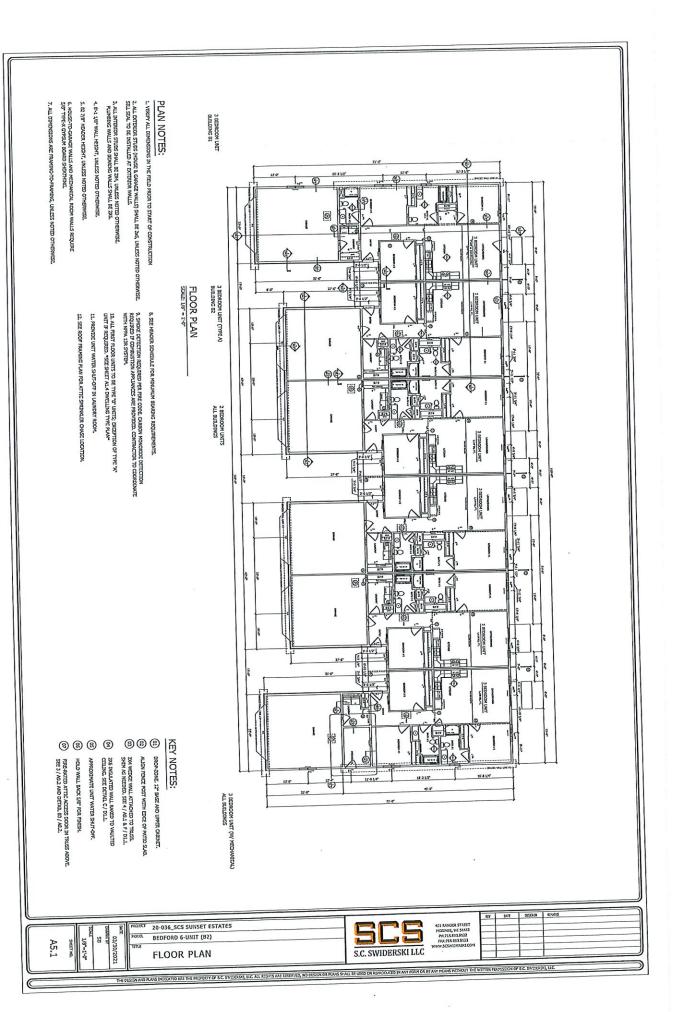
SOUE N FEE Toll Free (800) 242-8511

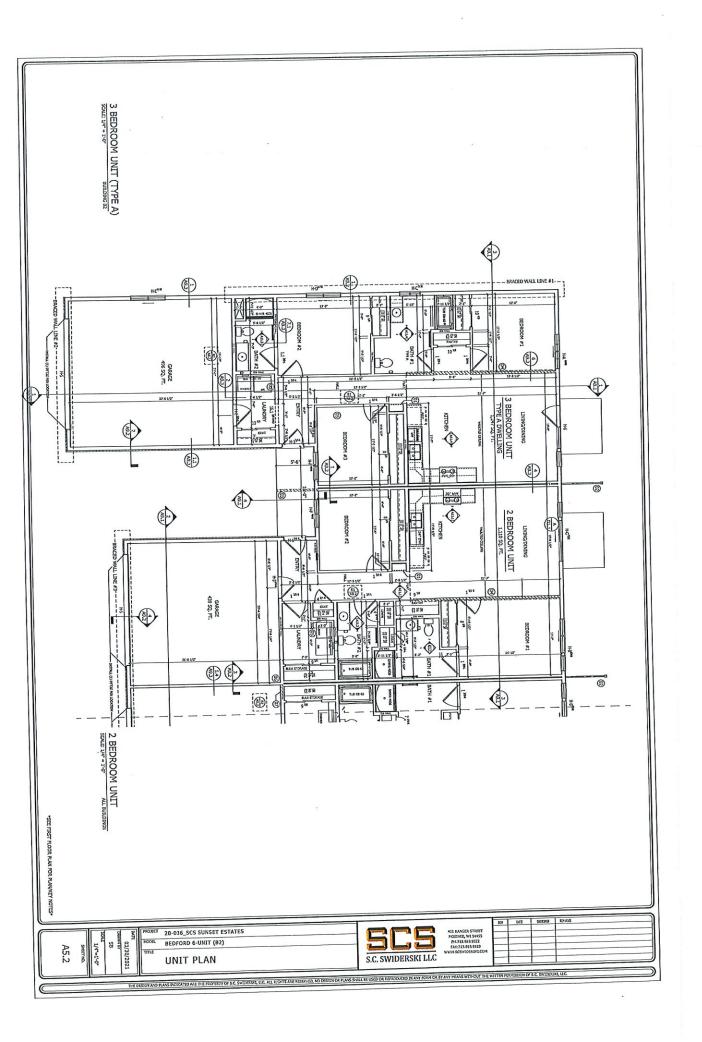


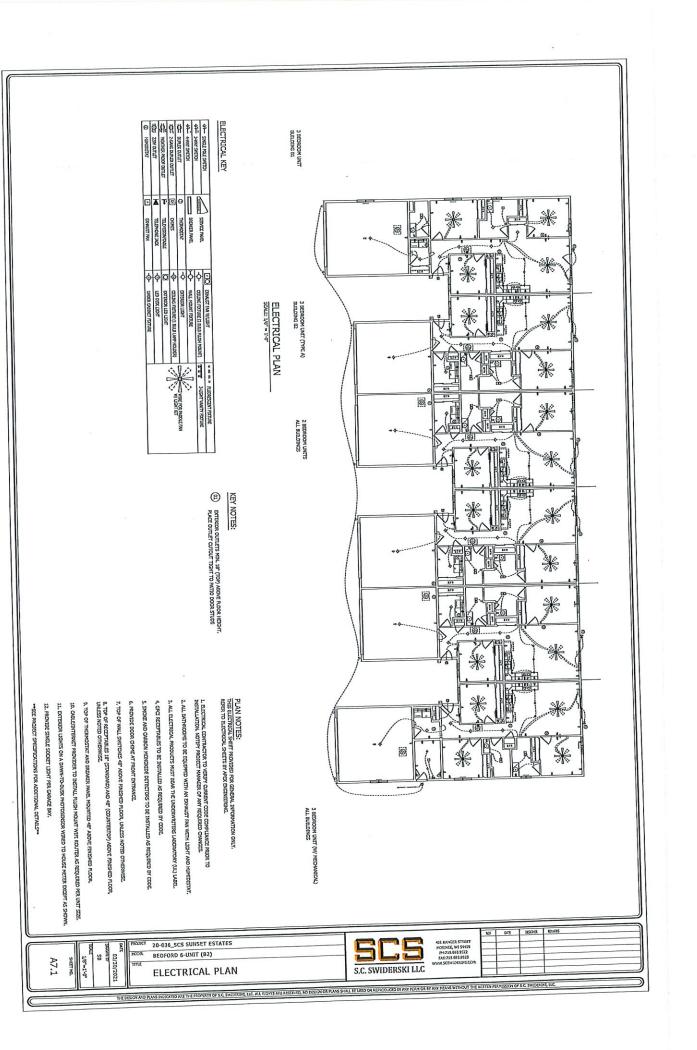


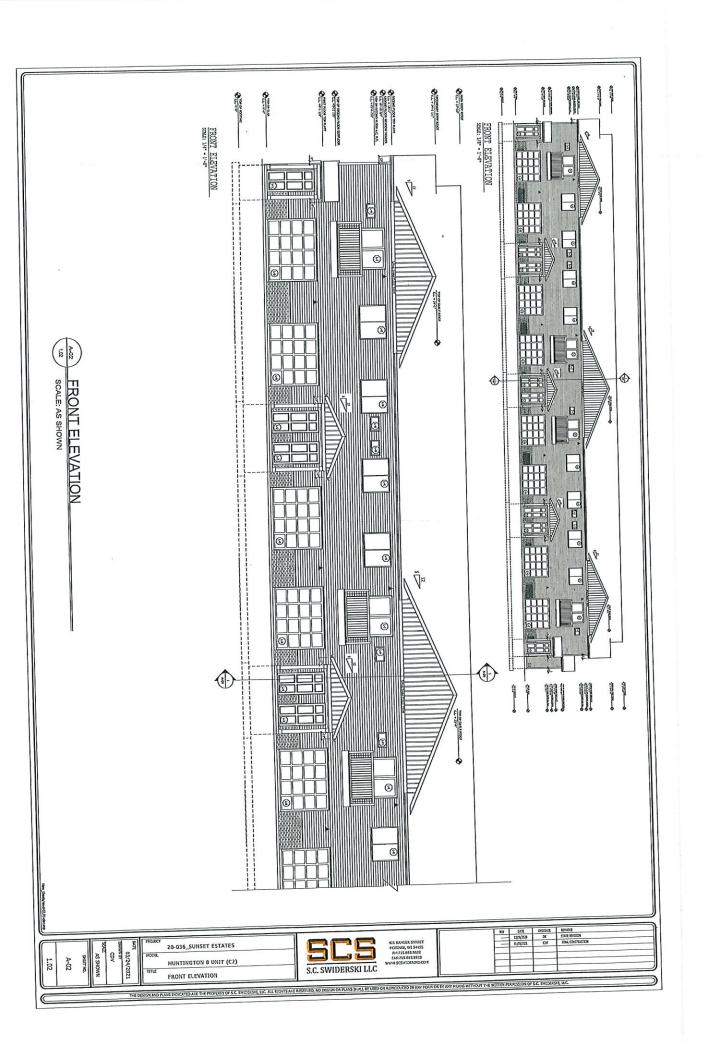


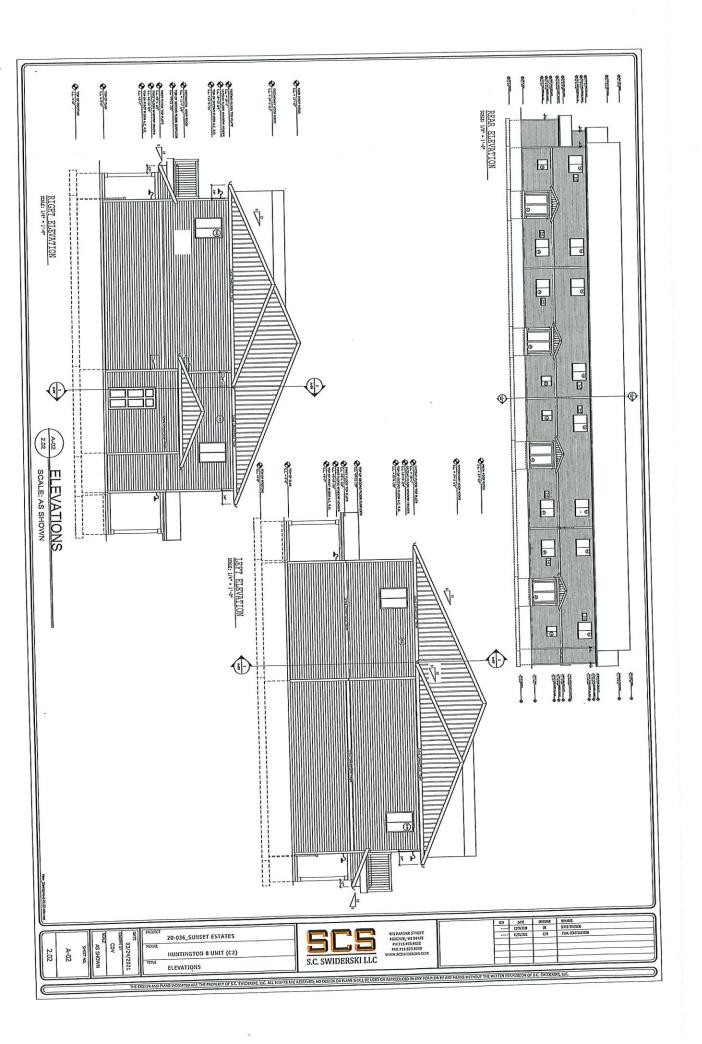


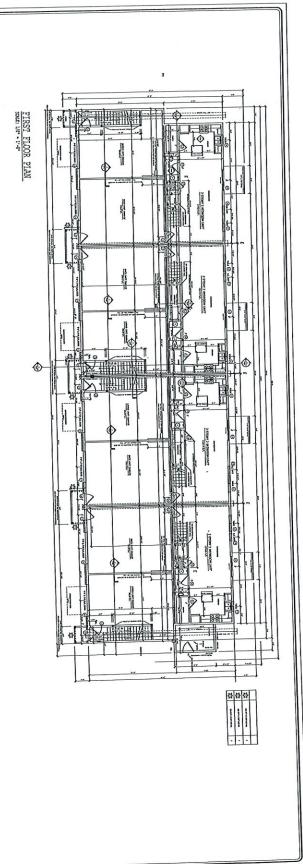












KEY NOTES:

1. SEE HEADER SCHEDULE FOR MINUMUM DEARING REQUIREMENTS.

3. 82 7/8" HEADER HEIGHT, UNLESS NOTED OTHERWISE. 2. 8'-1 1/8" WALL HEIGHT, UNLESS NOTED OTHERWISE.

4, house-to-garage walls, mechanical room walls require 5/8" type-x sheathing. S. INTERIOR STAIR WALL TO BE 2X6 FRAME AT GARAGE WALL

7. SILL SEALER TO BE INSTALLED AT EXTERIOR WALLS. 6. GARAGE CEILING 2 LAYERS 5/8" TYPE X SHEATHING.

3, ALL INTERIOR STUDS SHALL DE 2X4, UNLESS NOTED OTHERWISE. 2. ALL EXTERIOR STUDS SHALL BE 2x6, UNLESS NOTED OTHERWISE. PLAN NOTES:

1. VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO START OF CONSTRUCTION

4. ALL DIMENSIONS ARE FRAMING-TO-FRAMING, UNLESS NOTED OTHERWISE.

6. PROVIDE UNIT WATER SHUT-OFF IN PANTRY CLOSET @ TWO STORY UNIT. PROVIDE UNIT WATER SHUT-OFF IN LAUNDRY/DATHROOM AT UNITS ABOVE GARAGES. S, SMOKE DETECTION REQUIRED PER FIRE CODE, CARDON MONOXIDE DETECTION REQUIRED IF COMBUSTION APPLIANCES ARE PROVIDED, CONTRACTOR TO COORDINATE WITH NIPA RED SYSTEM.

AC SLEEVE DETAIL

1.05

FIRST FLOOR PLAN
SCALE: 1/8"=1'-0"

THE THE OWNER OF THE WINDS AND THE THE STAN.

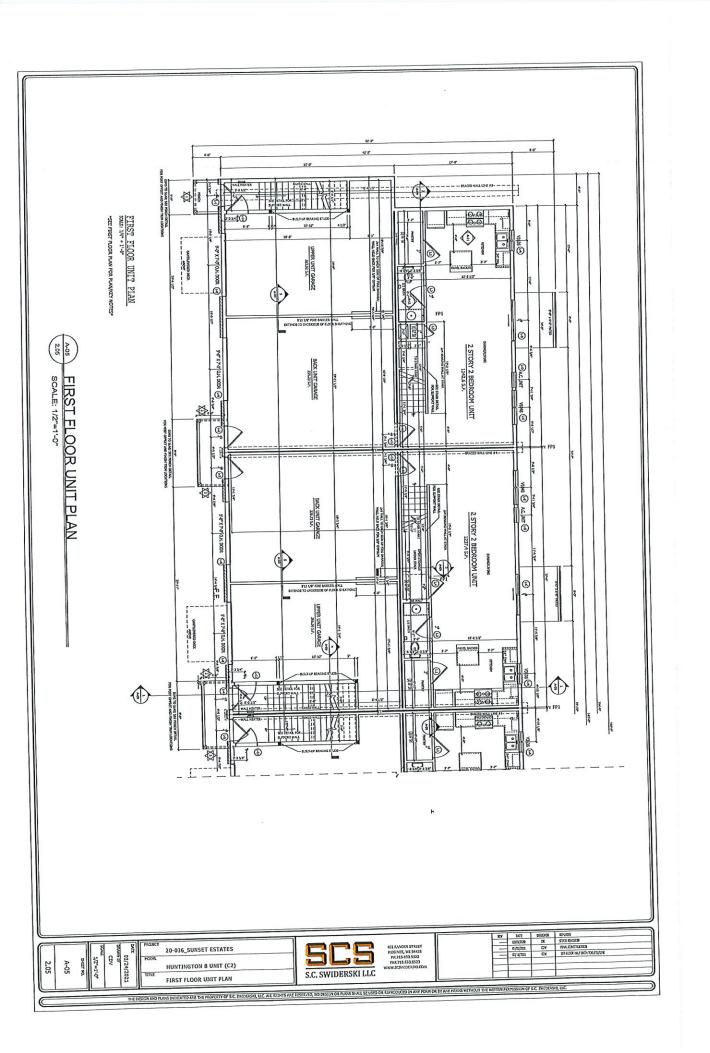
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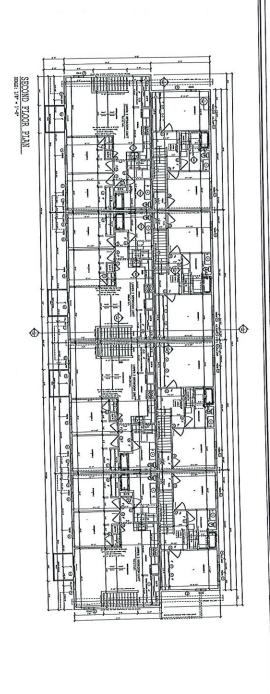
20-036_SUNSET ESTATES 1/8"=1'-0" 03/24/2021 WW/3F CDV A-05 1.05 HUNTINGTON 8 UNIT (C2)



40	M RANGER STREET
,	OSENSE, W1 54 (55
	P-6-215-693-9522
- 8	FAX:715.643.9523
ww	W.SCSWIDERSOLCOM

REV	5XE	DEEDER	EVRS .
	1209/2009	CE	2305 874308
	14532	CA	FIRECUSTROOM
	GATE	CN	ELL ROOM HAT BON LOTTE VAN





KEY NOTES:

- 1. SEE HEADER SCHEDULE FOR MINUMUM BEARING REQUIREMENTS.
- 2. 8'-1 1/8" WALL HEIGHT, UNLESS NOTED OTHERWISE.
- 3, 82 7/8" HEADER HEIGHT, UNLESS NOTED OTHERWISE.
- 4, house-to-garage walls, mechanical room walls a ceilings require s/e" type-x shbathing.
- S. INTERIOR STAIR WALL TO BE 2XS FRAME AT GARAGE.

PLAN NOTES:

- 1. VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO START OF CONSTRUCTION
- 2. ALL EXTERIOR STUDS SHALL DE 2x6, UNLESS NOTED OTHERWISE.
- 3. ALL INTERIOR STUDS SHALL BE 2X4, UNLESS NOTED OTHERWISE.
- 4. ALL DIMENSIONS ARE FRAMING-TO-FRAMING, UNLESS NOTED OTHERWISE.
- S. SMOKE DETECTION REQUIRED PER FIRE CODE, CARBON MONOXIDE DETECTION REQUIRED IF COMBUSTION APPLIANCES ARE PROVIDED, CONTRACTOR TO COORDINATE WITH NEPA RAS SYSTEM.
- 7, ATTIC SHALL BE SUBDIVIDED INTO ARAS NO GRANTER THAN 3000 SQ. FT. OR EVERY TWO DWILLING UNITS, WHICHEVER IS SWALLER (SEE NOTES ON ROOF PLAN).
 7/16" O.S.B. INSTALLED ON ENTIRE FACE OF TRUSS AS BRAFFSTOP. G, ALL FIRST FLOOR UNITS TO BE TYPE "3" UNITS; EXCEPTION OF TYPE "A" UNIT IF REQUIRED, "SEE SHEET A-01, 4.01 DWELLING AND ADA PLAN"
- 8. PROVIDE UNIT WATER SHUT-OFF IN PANTRY CLOSET Φ TWO STORY UNIT. PROVIDE UNIT WATER SHUT-OFF IN LAUNDRY/BATH-ROOM AT UNITS ABOVE GARAGES.



PLAT CELLING CREATED BY 24 PAYED WALL STACKED ON INTERIOR WALLS, INTERIOR PACE TO ALEM WITH INTERIOR WALL SELOW. 2X0 INSULATING WALLS 2'-6 1/5"

SECOND FLOOR PLAN SCALE: 1/8"=1'-0"

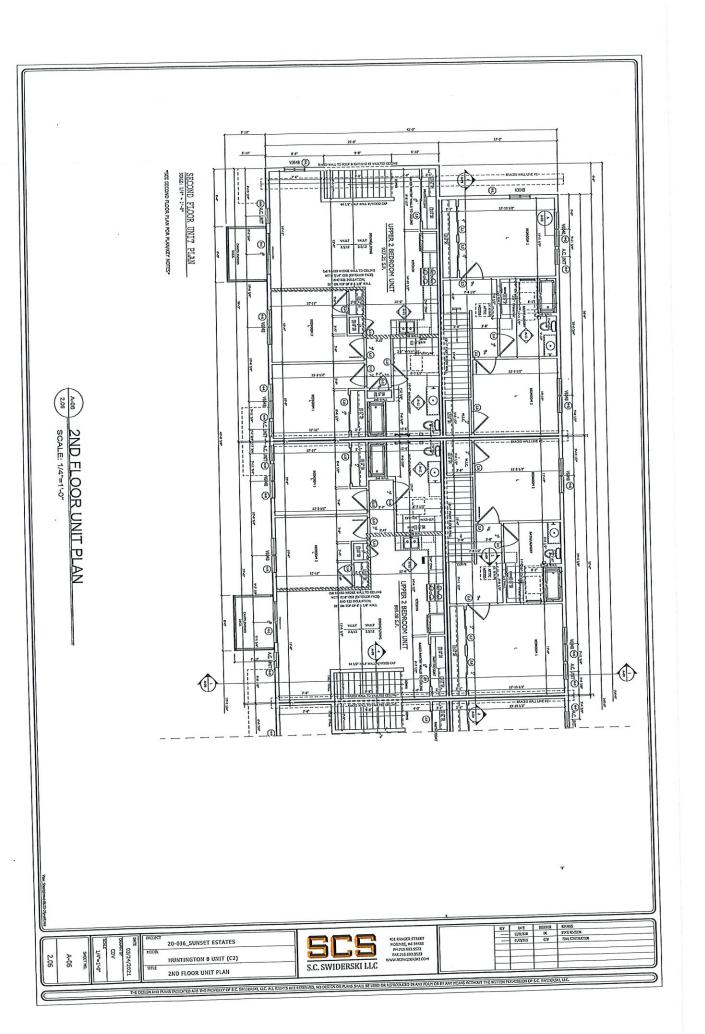
1/8"-1'-0" ð A-06 SHOET NO.

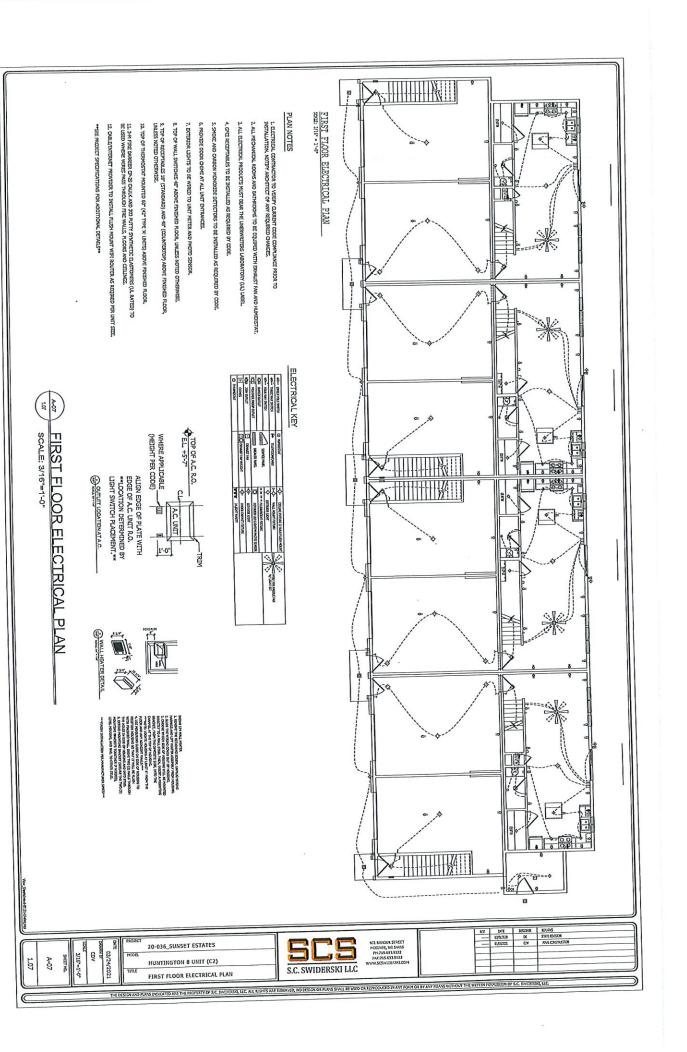
03/24/2021 WW BY

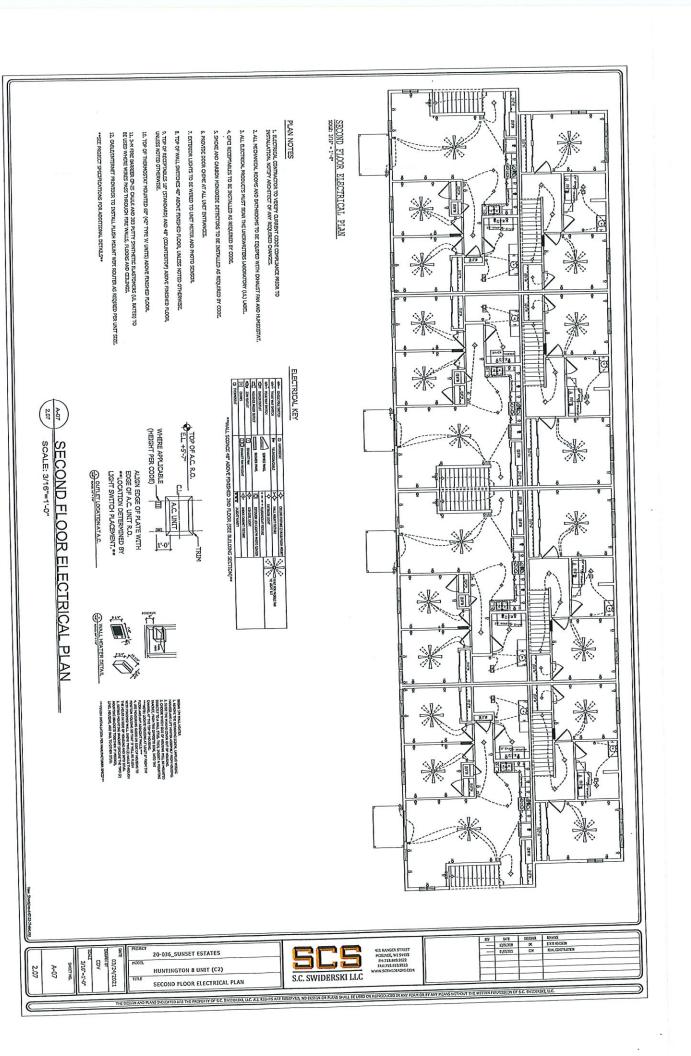
S.C. SWIDERSKI LLC

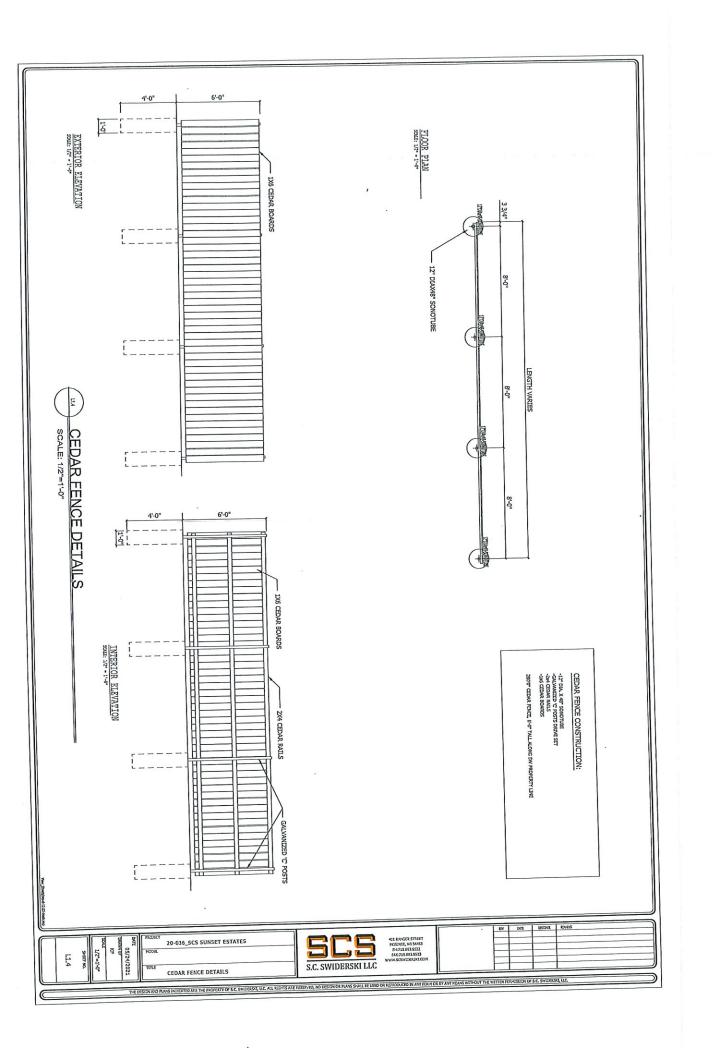
401 RANGER STREET MOSINEE, MT 54455 PH-215.691.5922 FAX-215.691.5923 VWW 505WTDERSKLCO

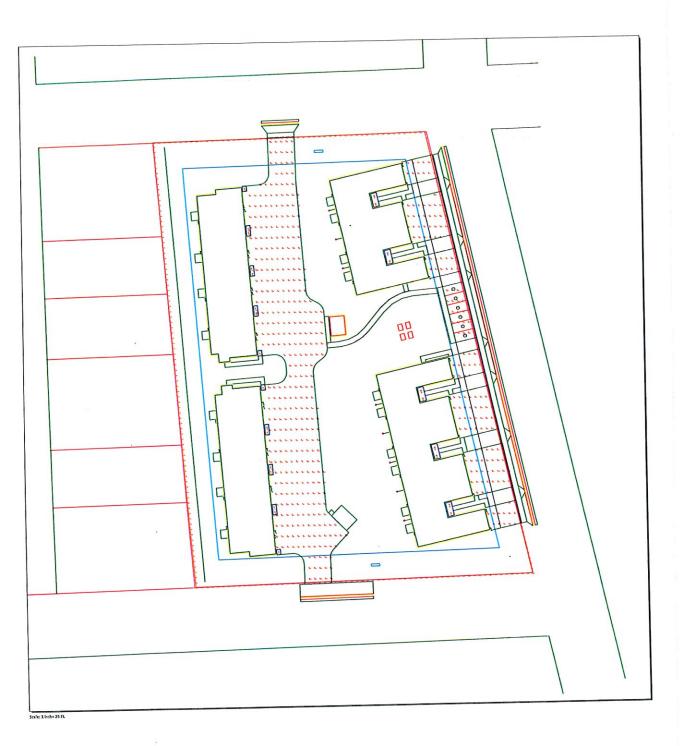
20-036_SUNSET ESTATES











Luminaire Schedule
Symbol Qty
48
26 Lum. Watts 60 31 Description
60W INCANDESCENT WALL LANTERN
SURFACE MOUNT DISC LIGHT

Calculation Summary	Tale.	Units	Avg
Label	CalcType		
CIRCULATION	Illuminance	Fc	0.00
	Illuminance	Fc	1.04
CIRCULATION CALCS		Fc	0.20
CIRCULATION CALCS_2	Illuminance		0.00
PROPERTY LINE	Illuminance	Fc	0.00

To request the Project Quotation for these materials or to place the order, please contacts Sales@UghtingDesignSolutions.com or call us at +888-337-7070

These plans, substities, calculations, and lighting concepts are the property of lighting Design Solutions (LDS) and are not to be shared, reproduced, whered, or used in any manner without the explicit unities permission of LDS. All lumin accessories purchased for this project are to be supplied by LDS unless other arms generate that boulde additional reinbursement for design costs are codified in a presupported unities agreement with LDS.

These piles are not approved for construction unless specifically roted. They have not been reviewed or approved by any local or state agency, nor has the building counter confirmed froil acceptance of the duting committee are the responsibility of the bestiling contractor and are to be fully verified by the contractor piler to refer so confirmed froil minimizes will very but thould be assumed to be 4.4 weeks after referrable surface specifically noted as "instead" or "guide big" on the LBS Project Quotation.

restact, or -duct suits, on our months are closed manufacturers, expected the finishes, anticipated energy costs, current exhibit programs, and the projected operational use of the facility.

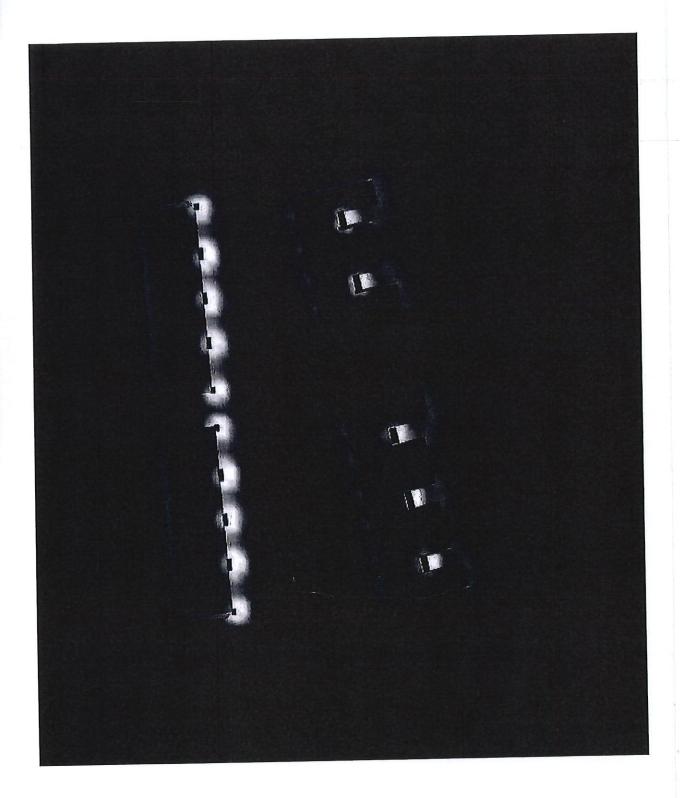
The stack on photometric data provided by the specified manufacturers, expected the finishes, anticipated energy costs, current exhibits programs, and the projected operational use of the facility.

		Control of the Contro	REV DESCRIPTION	DATE
PROJECT INFORMATION:	DRAWN BY: A THOMER	REVIEWED BY: A.THOMER		
SCS SUNSET ESTATES	CONTRACTOR:	APPROVED BY: D. DRUMEL		
STURCEON BAY, WI				
	1			



hling Design Solutions, Inc. (Scholleid & Milwaukee)

N76W1573 Appleton Ave #101 Menomoned Fals; W153051 Destand Labrina Destant a Unions.com www.labrina Destant a Unions.com 0, Bax 375 nofield, W15 4476 14.357,7070 Office 5.693.2594 Fax



To request the Project Quotetion for these materials or to place the order, please contacts

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accessors produced for the implication to be explicitly the Content of the analysis of the content of the Dear pinn are not approved for construction unless specifically noted. They have not been reviewed or approved by any local or state agency, nor has the building connect confirmed final acceptance of the design or materials. Once approved, the final product destals, voltages, accessed and quantifies are the responsibility of the installing contractor and are to be a fully verified by the contractor prior to release of creden. Lead time for luminates will vary but should be assumed to be 4.6 weeks little release unless specifically noted as "firstcack" or "quick play" on the LES Project Quantifics.

ELIGHTING
Design Solutions D. Bast 375 haffeld, W154476 88, 357, 7670 Office 5,693,2594 Fast

hling Design Solvitons, Inc. (Scholleid & Milwaukee) Manufacture Folsy W 53051

Defort Bahan Defond South State

www.lightingDefonSolutions.com

			REVIEWED BY: A.THOMER	REV	DESCRIPTION	DATE	H
	PROJECT INFORMATION:	DRAWN BY: A.THOMER	REVIEWED BIT	-			۱ ا
SCS SUNSET ESTATES	CONTRACTOR:	APPROVED BY: D. DRUMEL	上			3 :	
	STURCEON BAY, WI						3
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		1	DATE: cv/3v/2022				+

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to accept the offer from Lexington Homes to purchase approximately 6.84 acres located at S. Grant Avenue and Vibernum Street, in the amount of \$273,600, with the additional contingency of a buy back clause if development has not commenced after 2 years, confirming with the buyer that the removal/spreading of the soil pile is the buyer's obligation, and that the sidewalk construction or assessment could occur or be required in the future.

Respectfully submitted,

Dated: February 8, 2022

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

RESOLVED, that the foregoing recommendation be adopted.

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: Offer to Purchase City-Owned Property - S. Grant Ave/Vibernum St

Background: The City acquired property along Grant Avenue next the west city limits several years ago. The original developer of this region (William Hopf) was foreclosed upon and the bank took over ownership. The City received about 12 acres from the bank in exchange for waiving outstanding special assessments for the overall development. That deal allowed the bank to get the other parcels sold and developed, including the apartments built by Lexington Homes, the insurance office building, the greenhouse business, and the miniature golf. In addition, the City subdivided its 12 acres and sold about 5 acres to S.C. Swiderski for their apartment project.

The remaining undeveloped site in the former Hopf development is the 6.84 acre parcel still owned by the City. This is situated at the corner of Vibernum Street and S. Grant Avenue. The plan for this site is to also sell it for development. But the timing is contingent on the extension of Grant Ave to connect with Sawyer Drive because the Wisconsin DOT has a requirement for the connection. Thus, any additional development should be coordinated with the construction of the street connection. The tentative plan for the sale of the parcel is to issue a request for proposal (RFP) once the acquisition of the required street right-of-way was complete or assured. But Lexington Homes submitted an offer to purchase the site prior to the RFP process. If the offer is accepted, there would be no need for the RFP.

Offer to Purchase: The proposed purchase price is \$40,000 per acre for a total of \$273,600. Upon acceptance there would be \$10,000 in earnest money. Closing is proposed for August 12th but subject to the contingencies. These contingencies include the street connection project happening at the City's expense, approval of a Planned Unit Development or conditional use for their proposed multiple-family residential development, soil testing by the buyer, and any special assessments being paid by the City. The closing would be pushed back if the contingencies take longer to meet than the proposed August 12th closing. None of the contingencies appear to be a problem for the City. There are no special assessments outstanding for the parcel and proceeding with the street connection project was already approved by the Council and in the budget.

Other Considerations: In 2017 the City sold the adjoining 5 acres to S.C Swiderski for \$75,000, which is \$15,000 per acre. It was recognized at that time that the sale price was below market value but was an inducement to get the apartments constructed without additional financial assistance.

Lexington Homes has not requested any financial assistance at this time. They also did not request any financial assistance for their other apartment projects within the Grant Avenue region.

There has been considerable interest from the development community for the subject property. If this offer is not accepted and the RFP is issued, staff is confident that proposals would be submitted. If is unclear, however, if proposals would be more financially advantageous than the current offer or if proposals would include request for financial assistance from the City for the proposed projects.

Generally speaking the timing of construction and the type/intensity of the development is more important than the sale price from the City's perspective. The City goals include the creation of additional housing types and maximizing the future property value of the site. Lexington Homes indicated that they are proposing about 72-80 units on the property including some larger three-bedroom units. Since the maximum density is 85 units, the development should be positive from a fiscal standpoint. Lexington Homes also indicated they intend to time their construction with the construction of the Grant Ave extension so the property wouldn't sit vacant very long. A buy-back clause could be included in the transfer, if desired, such

that the City could reacquire the parcel after a certain time period if the development does not happen as planned.

There are no special assessments as the City previously covered those for the land itself. But, very likely a sidewalk along Grant Ave and possibly Vibernum Street will be required by the City as part of any development approval. The developer should be made aware of that as typically it would be a developer expense.

There is a soil pile on the site. This soil could be used as fill for the new development. If not needed, it could be spread around the site or hauled away. The developer should be made aware of this as the City should not have to pay for any removal.

Municipal utilities already serve the site, but confirmation is needed that all requested private utilities are available.

Options: The City could:

- 1. Accept the offer to purchase as presented and proceed to sell the parcel.
- 2. Counter the offer with a different sale price or other contingencies.
- 3. Reject the offer and continue with the original plan to issue the request for proposals once the Grant Avenue right-of-way is acquired. Lexington Homes could still submit the same or different proposal at that time.

Fiscal Impact: The sale of the property net \$273,600. That money could be used to finance the Grant Avenue street construction or other projects or could be added to the general fund. The land would go back on the tax roll and the future tax revenue would be significant without adding any more infrastructure, although the new residents would require police, fire, parks and other services.

Recommendation: The offer is strong given that it appears the developer will not be requesting any municipal assistance for the actual development of the site. The use fits the Comprehensive Plan and the sale eliminates the uncertainty of going through the RFP process. While there is no guarantee that this offer is the best the City can do, it will likely speed up the development timetable. Staff recommends accepting the offer, but with the additional contingency of a buy-back clause if development has not commenced after two years and confirming with the buyer that the removal/spreading of the soil pile is the buyer's obligation and that sidewalk construction or assessment could occur or be required in the future.

Prepared by:		
•	Martin Olejniczak	Date
	Community Development Director	
Reviewed by	: Valerie Clargo Val Clarizio	<u>2/3/22</u> Date
	Finance Director	
Reviewed by	osh Van Lieshout	2/3/22 Date
	City Administrator	

Location Map Grant Ave/Vibernum St Parcel



WB-13 VACANT LAND OFFER TO PURCHASE

1	LICENSEE DRAFTING THIS OFFER ON February 10, 2022 [DATE] IS (AGENT OF BUYER)
2	(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE
	The Buyer, Michelle Stimpson and/or , Assigns
4	offers to purchase the Property known as 6.84 +/- acres on S. Grant
	See attached CSM labeled Addendum M
	[e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or
7	attach as an addendum per line 686] in the of Sturgeon Bay,
8	County of Wisconsin, on the following terms:
	PURCHASE PRICE The purchase price is Two Hundred Seventy-Three Thousand, Six Hundred
10	Dollars (\$ 273,600.00).
11	INCLUDED IN PURCHASE PRICE Included in purchase price is the Property, all Fixtures on the Property as of the date
	stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: none
13	
14	NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included
	or not included. Annual crops are not part of the purchase price unless otherwise agreed.
	NOT INCLUDED IN PURCHASE PRICE Not included in purchase price is Seller's personal property (unless included at
	lines 12-13) and the following:
18	
	CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented
	and will continue to be owned by the lessor.
	"Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22	treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23	to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24	limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
	and docks/plers on permanent foundations.
26	CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in
	an addendum per line 686.
28	BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
	on or before March 2, 2022
30	Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.
	CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.
	ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
	copies of the Offer.
	CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term
35	Deadlines running from acceptance provide adequate time for <u>both</u> binding acceptance and performance.
	CLOSING This transaction is to be closed onAugust 12, 2022
37	
38	at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
	Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.
	CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently
41	verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real
40	estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money
	transfer instructions.
	EARNEST MONEY
	EARNEST MONEY of \$ n accompanies this Offer.
ΔF	If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
	EARNEST MONEY of \$10,000.00 will be mailed, or commercially, electronically
	or personally delivered within5 days ("5" if left blank) after acceptance.
	All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as
50	OFFICE THOSE NOT APPLICABLE
	(listing Firm If none chosen; if no listing Firm, then drafting Firm; If no Firm then Seller).
	CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an
52	attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special
	disbursement agreement.
	MINISTER MALITY TO AND

- 56 DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM: If negotiations do not result in an accepted offer and the 57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository 58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall 59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according 60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been 61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the 62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; 63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4) 64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain 65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the 66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.
- 67 LEGAL RIGHTS/ACTION: The Firm's disbursement of earnest money does not determine the legal rights of the Partles 68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest 69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party 70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified 71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order 72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of 73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their 74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good 75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional 76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

77 TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) 78 occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in 79 this Offer except: -----

. If "Time is of the Essence" applies to a date or Deadline, 80 81 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 date 82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 VACANT LAND DISCLOSURE REPORT | Wisconsin law requires owners of real property that does not include any 84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from 85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who 86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02 87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . ., to 88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report 89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by 90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if 91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is 92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding 93 rescission rights.

94 PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has 95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in , which was received by Buyer prior to Buyer 96 Seller's Vacant Land Disclosure Report dated 97 signing this Offer and that is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE

98 and seller to complete and return to buyer if applicable

INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

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

99

100

102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.

Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value 104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other 106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum 107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup

108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.

109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface 110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous 111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other 112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil 113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.

114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.

Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

116 soll, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other 117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission 118 lines located on but not directly serving the Property.

119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic

120 substances on neighboring properties.

121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the 122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or 123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but 124 that are not closed or abandoned according to applicable regulations.

s i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic

system serving the Property not closed or abandoned according to applicable regulations.

127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or 128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel 129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may 130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; 131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department 132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use 133 or not. Department regulations may require closure or removal of unused tanks.)

134 k. Existing or abandoned manure storage facilities located on the property.

- 135 I. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment; 136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special 137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special 139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division 140 involving the Property without required state or local permits.

141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit

142 and there are common areas associated with the Property that are co-owned with others.

- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain, 144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan 145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that 146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the 147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization for protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or deducation, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment 157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop 159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will 161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or 162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint 164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but 165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, 166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of 167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.

168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an

169 existing condition.

170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting 171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

172 w. Material damage from fire, wind, flood, earthquake, expansive soll, erosion, or landslide.

- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or 175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other 177 Defect or material condition.

aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.

179 bb. Owner is a foreign person as defined in the Foreign investment in Real Property Tax Act in 26 IRC § 1445(f).

180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a 181 lease agreement or an extension of credit from an electric cooperative.

182 N/A GOVERNMENT PROGRAMS: Seller shall deliver to Buyer, within ______ days ("15" if left blank) after acceptance 183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs, 184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation 185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, 186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with 187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This 188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice 189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or

190 payback obligation.

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191 CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such 192 programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program 193 such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not

194 continued after sale. The Parties agree this provision survives closing.

MANAGED FOREST LAND: If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL) program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the local DNR forester or visit https://dnr.wisconsin.gov/topic/forestry.

https://dnr.wisconsin.gov/topic/forestry.

USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.

To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's

210 Equalization Bureau or visit http://www.revenue.wl.gov/.

FARMLAND PRESERVATION: The early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or

214 visit http://www.datcp.state.wi.us/ for more information.

215 CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S.
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
220 Agency office or visit http://www.fsa.usda.gov/.

SHORELAND ZONING ORDINANCES: All counties must adopt uniform shoreland zoning ordinances in compliance with Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit https://dnr.wi.gov/. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland

228 zoning restrictions, if any.

229 **FENCES**: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares 230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and

232 occupied for farming or grazing purposes.

PROPERTY DEVELOPMENT WARNING: If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

	Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243	contingencies. PROPOSED USE CONTINGENCIES: This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
244	documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246	lines 256-281 shall be deemed satisfied unless Buyer, within 150 days ("30" if left blank) after acceptance, delivers: (1)
247	wilten notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248	substantiating why each specific provision referred to in Buver's notice cannot be satisfied. Upon delivery of Buyer's notice,
249	this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250	checked at lines 256-281.
251	Proposed Use: Buyer is purchasing the Property for the purpose of:planned use development
252	linsert proposed use
253	and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to
254	purchase, e.g.1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].
256	ZONING: Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257	251_255
258	SUBSOILS: Written evidence from a qualified soils expert that the Property is tree of any subsoil condition that
259	would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260	development,
261	PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY: Written evidence from a certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
262	the second was the level requirements in effect on the date of this Offer to obtain a normit for a PLIWIS for USA OF
263	the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
264 265	the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 CHECKI
266	LACE THAT ADDING FRANCISCO AND IN AND INDICATE IN A CONTROL OF THE ARCHODING DESCRIPTION OF THE PROPERTY OF TH
267	tank: 🗆 other:
268	EASEMENTS AND RESTRICTIONS: Copies of all public and private easements, covenants and restrictions
269	affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270	APPROVAL CIREDATE, Dermite enprovale and licenses, as appropriate or the final discretionary action by the
271	the section of the section of all the section of all the section of the section o
272 273	related to Buver's proposed use: planned unit development / AND UM ('INDUNIONE)
274	1100 Mol Mist to com Stucken 15am
275	x UTILITIES: Written verification of the following utility service connections (e.g., on the Property, at
276	the lot line, across the street, etc.) I CHECK AND COMPLETE AS APPLICABLET:
277	X electricity to lot line ; X gas to lot line ; X sewer to lot line ; X cable to lot line ; X
278	Water to lot line ; W telephone to lot line ; M caple to lot line ,
279	Other
280	
281	roads.
282	LAND USE APPROVAL/PERMITS: This Offer is contingent upon (Buyer)(Seller) STRIKE ONE ("Buyer" If neither
283	stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY rezoning; Sonditional use permit; variance; Sother Good Stricken or the Property stricks proposed use described at lines 251-255
284	Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within
286	acceptance, written notice to Seller if any item cannot be obtained. In which case this Offer shall be null and void.
287	MAP OF THE PROPERTY: This Offer is confingent upon (Buver obtaining) (Seller providing) (STRIKE ONE) (Seller
000	www.date.com is atticken) a Man of the Droperty dated subsequent to the date of acceptance of this Uner prepared by
289	a registered land surveyor, within days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) STRIKE ONE) ("Seller's" if neither is stricken) expense. The map shall show minimum of acres, maximum of acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
290	("Seller's" if neither is stricken) expense. The map shall show minimum of acres, maximum of
291	acres, the legal description of the Property, the Property's boundaries and differences, visible encroachments upon the Property, the location of improvements, if any, and:
293	STRIKE AND COMPLETE AS APPLICABLE Additional map features that may be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
294	be added include but are not limited to: staking of all corners of the Property: identifying dedicated and apparent streets; lot
200	dimensions; total acreage or square footage; easements or rights-of-way.
207	CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required
208	to obtain the man when setting the deadline.
200	y This contingency shall be deemed satisfied unless Buver, within 5 days after the deadline for delivery of said map, delivers
200	to Callar a conv. of the man and a written notice which identifies: (1) the significant encroachment; (2) information materially
301	Linconsistent with prior representations: or (3) failure to meet requirements stated within this contingency. Upon delivery or
302	Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

Page 6 of 12, W8-13 Buyer delivers a written
icies are included as a e an appraisal or testing ural gas used as a fuel h as solls, water, air or grees to allow Buyer's ecessary, to satisfy the ig. Except as otherwise operty.
d testing are completed and testing reports to t may be required to be
ee lines 305-319). Property after the date
hird party performing an
Property component(s) to Defects. rized inspection, provided a qualified independent
cialized inspection(s),
ter acceptance, delivers ritten notice listing the
requirement. ons the nature and extent
t adverse effect on the nts of the Property; or e expected normal life
ight to cure the Defects.
of the Notice of Defects
osing.

	D 0 (40 WP 40
	Property Address: 6.84 +/- acres on S. Grant , Page 6 of 12, W8-13
304	provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.
305 306 307	INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
308 309 310	source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
311 312	contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property. NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of
314	the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.
316 317	Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be
319 320	reported to the Wisconsin Department of Natural Resources. NA INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines 305-319). (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
	(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing ar
324	(II-t Dy-mark) nominant/o
325	
328	(3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
329	Inspector or independent qualified third party. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).
331	CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s)
332	as well as any follow-up inspection(s).
333	This contingency shall be deemed satisfied unless Buyer, within days ("15" if left blank) after acceptance, delivers
334 335	to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Experience of Defects), identified in those report(s) to which Buyer objects (Notice of Defects).
336 337	CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement. Yeor the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and exte
339	of which Buyer had actual knowledge or written notice before signing this Offer. NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; o
34 ²	l that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life 2 of the premises.
343	RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure the Defects
344	If Seller has the right to cure, Seller may satisfy this contingency by:
348 346	
347	7 (2) curing the Defects in a good and workmanlike manner; and
348	3 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.
	This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and
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35	(4) 001101 101101111111111111111111111111
35	' '
	5 N/A FINANCING COMMITMENT CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a writte
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days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$ 357 below, within for a term of not less than _____ years, amortized over not less than _____ years. Initial principal and interest shall not exceed \$ _____ . Buyer acknowledges that lender's 359 monthly payments of principal and interest shall not exceed \$_______. Buyer acknowledges that lender's 360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance 364 promiums and private mortages insurance 365 promiums and private mortages insurance 366 promiums and private mortages insurance 366 private 366 priva 361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees 362 to pay discount points in an amount not to exceed ______ % ("0" if left blank) of the loan. If Buyer is using multiple loan Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Freser, Michigen 48026 www.zipLogix.com

363 sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an 364 per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan originate the property of Sellon Sel	ion fees, to promptly
365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. S 366 lender's appraiser access to the Property.	belier agrees to allow
367 In LOAN AMOUNT ADJUSTMENT: If the purchase price under this Offer is modified, any financed amount and the control of the	ount, unless otherwise
368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the	ne monthly payments
369 shall be adjusted as necessary to maintain the term and amortization stated above.	
370 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372. 371 ☐ FIXED RATE FINANCING: The annual rate of interest shall not exceed%.	
372 ADJUSTABLE RATE FINANCING: The initial interest rate shall not exceed%. T	he initial interest rate
373 shall be fixed for months, at which time the interest rate may be increased not more than	% ("2")f
left blank) at the first adjustment and by not more than % ("1" if left blank) at each sub-	sequent adjustment.
The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.	
377 SATISFACTION OF FINANCING COMMITMENT CONTINGENCY: If Buyer qualifies for the loan of	lescribed in this Offer
378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commits	nent.
379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a writ	ten loan commitment
380 (even if subject to conditions) that is: 381 (1) signed by Buyer; or	
382 (2) accompanied by Buyer's written direction for delivery.	
383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unaccepta	bility shall not satisfy
384 this contingency.	
385 CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to o 386 provide the loan. Buyer understands delivery of a loan commitment removes the Final	ncing Commitment
387 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.	moning commitment
388 ■ SELLER TERMINATION RIGHTS: If Buyer does not deliver a loan commitment on or before the	Deadline on line 357,
389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller	er's Actual Receipt of
390 written loan commitment from Buyer. 391 ■ <u>FINANCING COMMITMENT UNAVAILABILITY</u> : If a financing commitment is not available on the	a terms stated in this
392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to	Seller), Buyer shall
393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s)	or other evidence of
394 unavaliability.	
395 N/A SELLER FINANCING: Seller shall have 10 days after the earlier of:	
395 N/A SELLER FINANCING: Seller shall have 10 days after the earlier of: 396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or 397 (2) the Deadline for delivery of the loan commitment on line 357.	
395 N/A SELLER FINANCING: Seller shall have 10 days after the earlier of: 396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or 397 (2) the Deadline for delivery of the loan commitment on line 357, 398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mort	gage under the same
395 N/A SELLER FINANCING: Seller shall have 10 days after the earlier of: 396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or 397 (2) the Deadline for delivery of the loan commitment on line 357, 398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mort 399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing	extended accordingly.
395 N/A SELLER FINANCING: Seller shall have 10 days after the earlier of: 396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or 397 (2) the Deadline for delivery of the loan commitment on line 357, 398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mort 399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing 400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered wa	extended accordingly. ived. Buyer agrees to
395 N/A SELLER FINANCING: Seller shall have 10 days after the earlier of: 396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or 397 (2) the Deadline for delivery of the loan commitment on line 357, 398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mort 399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing 400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered wa 401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to det 402 worthiness for Seller financing.	extended accordingly. ived. Buyer agrees to ermine Buyer's credit
395 N/A SELLER FINANCING: Seller shall have 10 days after the earlier of: 396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or 397 (2) the Deadline for delivery of the loan commitment on line 357, 398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mort 399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing 400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered wa 401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to det 402 worthiness for Seller financing. 403 IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT Within	extended accordingly. ived. Buyer agrees to ermine Buyer's credit
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395 N/A SELLER FINANCING: Seller shall have 10 days after the earlier of: 396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or 397 (2) the Deadline for delivery of the loan commitment on line 357, 398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mort 399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing 400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered wa 401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to det 402 worthiness for Seller financing. 403 IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT! Within days 404 acceptance, Buyer shall deliver to Seller either: 405 (1) reasonable written verification from a financial institution or third party in control of Buyer's fur 406 the time of verification, sufficient funds to close; or 407 (2) 408 [Specify documentation Buyer agree	extended accordingly, ived. Buyer agrees to ermine Buyer's credit ("7" if left blank) after has that Buyer has, at es to deliver to Seller].
395 N/A SELLER FINANCING: Seller shall have 10 days after the earlier of: 396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or 397 (2) the Deadline for delivery of the loan commitment on line 357, 398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mort 399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing 400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered wa 401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to det 402 worthiness for Seller financing. 403 IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT Within days 404 acceptance, Buyer shall deliver to Seller either: 405 (1) reasonable written verification from a financial institution or third party in control of Buyer's fur 406 the time of verification, sufficient funds to close; or 407 (2) 408 [Specify documentation Buyer agree 409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer	extended accordingly, ived. Buyer agrees to ermine Buyer's credit ("7" if left blank) after ads that Buyer has, at es to deliver to Seller], or by delivering written
395 N/A SELLER FINANCING: Seller shall have 10 days after the earlier of: 396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or 397 (2) the Deadline for delivery of the loan commitment on line 357, 398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mort 399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing 400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered wa 401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to det 402 worthiness for Seller financing. 403 IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT Within	extended accordingly, ived. Buyer agrees to ermine Buyer's credit ("7" if left blank) after ads that Buyer has, at es to deliver to Seller], or by delivering written ay or may not obtain
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Page 8 of 12, WB-13 Property Address: 6.84 +/- acres on S. Grant , 425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated 426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price. 427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written 428 appraisal report and: 429 (1) Seller does not have the right to cure; or 430 (2) Seller has the right to cure but: 431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or 432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal 433 434 NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency. 435 N/A CLOSING OF BUYER'S PROPERTY CONTINGENCY: This Offer is contingent upon the closing of the sale of 436 Buyer's property located at 437 no later than (the Deadline). If closing does not occur by the Deadline, this Offer shall 438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a 439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close 440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of 441 bridge loan shall not extend the closing date for this Offer. 442 N/A BUMP CLAUSE: If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another hours ("72" if 443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within 444 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 435 is marked; 445 446 (2) Written waiver of (name other contingencies, if any); and 447 (3) Any of the following checked below: 448 Proof of bridge loan financing. 449 450 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. 451 452 Other: 453 454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)] 455 N/A SECONDARY OFFER: This Offer is secondary to a prior accepted offer. This Offer shall become primary upon 456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer 457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other 458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to 459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than 460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this 461 Offer becomes primary. 462 HOMEOWNERS ASSOCIATION If this Property is subject to a homeowners association, Buyer is aware the Property may 463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time 464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) STRIKE ONE ("Buyer" if neither is 466 CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: 467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners 468 association assessments, fuel and 469 CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used. 470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing. 471 Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA: $\overline{}$ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate 472 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE 473

year, or current year if known, multiplied by current mill rate (current means as of the date of closing). 477 479 CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be 480 substantially different than the amount used for proration especially in transactions involving new construction, 481 extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local

ી Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior

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

APPLIES IF NO BOX IS CHECKED.

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482 assessor regarding possible tax changes. Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on 483 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

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496 (insert other allowable exceptions from title, if 497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute 498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

499 WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements 500 may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates 501 making improvements to Property or a use other than the current use.

502 TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of 503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall 504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's 505 lender and recording the deed or other conveyance.

508 GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
507 STRIKE ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516511 523).

512 ■ <u>DELIVERY OF MERCHANTABLE TITLE</u>: The required title insurance commitment shall be delivered to Buyer's attorney 513 or Buyer not more than <u>30</u> days after acceptance ("15" if left blank), showing title to the Property as of a date no more 514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be 515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In 518 such event, Seller shall have ____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to 519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to 520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the 521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver 522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not 523 extingulsh Seller's obligations to give merchantable title to Buyer.

524 SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced 525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments 526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution 527 describing the planned improvements and the assessment of benefits.

528 CAUTION: Consider a special agreement if area assessments, property owners association assessments, special 529 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are 530 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) 531 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all 532 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact 533 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

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

. Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

539 **DEFINITIONS**

540 ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice 542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 BUSINESS DAY: "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under 544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mall or make regular deliveries on that day.

- 546 DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by 547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the 548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner 549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of 550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by 551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific 552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.
- 553 DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would 554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would 555 significantly shorten or adversely affect the expected normal life of the premises.
- 556 FIRM: "Firm" means a licensed sole proprietor broker or a licensed broker business entity.
- 557 PARTY: "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.
- 558 PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-8.
- 559 INCLUSION OF OPTIONAL PROVISIONS Terms of this Offer that are preceded by an OPEN BOX (560 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.
- 561 PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land dimensions, or total acreage or square 562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas 563 used or other reasons, unless verified by survey or other means.
- 564 CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land 565 dimensions, if material.
- 566 DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of 567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the 568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession 569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, 571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this 572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.
- 573 MAINTENANCE Seller shall maintain the Property and all personal property included in the purchase price until the earlier 574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for 575 ordinary wear and tear.
- 576 PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING If, prior to closing, the Property is damaged in an 577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of 579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than 580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such 582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit 583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed 584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring 585 the Property.
- 586 BUYER'S PRE-CLOSING WALK-THROUGH Within three days prior to closing, at a reasonable time pre-approved by 587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no 588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and 589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.
- 590 OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in 591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of 592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging 593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.
- 594 DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and 595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting 598 party to liability for damages or other legal remedies.
 - If Buyer defaults, Seller may:
 - (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 598 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual 599 damages. 600
- If Seller defaults, Buyer may: 601

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- (1) sue for specific performance; or
- (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

609 NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES 610 SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL 611 EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR 612 OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT

613 CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

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

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.doc.wi.gov

619 or by telephone at (608) 240-5830.

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

626 CAUTION: Under this law if Selier is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer 627 may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed

628 upon the Property.

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a 630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers

631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

1632 IF SELLER IS A NON-FOREIGN PERSON. Seller shall, no later than closing, execute and deliver to Buyer, or a qualified substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status, Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this Offer and proceed under lines 601-608.

637 IF SELLER IS A FOREIGN PERSON. If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the 638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding

639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 COMPLIANCE WITH FIRPTA. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, 641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC 642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall 643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also 644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms, 645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.

647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption 648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding 649 FIRPTA.

650 ADDITIONAL PROVISIONS/CONTINGENCIES

- 651 1) Seller is responsible for paying any special assessments that are on the property.
- 652 653 2) Some of the buyers are licensed real estate brokers in the State of WI. No real estate 654 commission due to buyer.
- 655
 656 3) Development approval contingent on the street connection through Tim Ruenger's
 657 property happening at the municipalities expense. Both buyer and seller to agree to
 658 automatically extend the closing up to 18 months past the original closing in the
 659 offer to allow the municipality to do so. Buyer agrees that there would be no
 660 compensation due to the buyer should this process extend past the original closing
 661 date. Buyer will cooperate with municipality to swiftly execute the closing within 30
 662 days of having all necessary approvals, ability to pull permits and the approval

663 from municipality that they have completed their condemnation with Ruenger property.

664

	Property Address: 6.84 +/- acres on S. Grant , Pa	ge 12 of 12, WB-13
66	<u>DELIVERY OF DOCUMENTS AND WRITTEN NOTICES</u> Unless otherwise stated in this Offer, delivery of downitten notices to a Party shall be effective only when accomplished by one of the authorized methods specified 668-683.	ocuments and ocified at lines
68 69	(1) <u>Personal</u> : giving the document or written notice personally to the Party, or the Party's recipient for deliverine 670 or 671.	ry if named at
	Name of Seller's recipient for delivery, if any:	
371	Name of Buyer's recipient for delivery, if any:	
	(2) Fax: fax transmission of the document or written notice to the following number: Seller: ()	
37 S	Seller: () Buyer: ()	a commercial
)/4 375	delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party	's address at
	line 679 or 680.	
	(4) <u>U.S. Mail</u> : depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed	l either to the
,, , 378	Party, or to the Party's recipient for delivery, for delivery to the Party's address.	
	Address for Seller:	
380	Address for Buver:	
381	× (5) Email: electronically transmitting the document or written notice to the email address.	
382	Fmail Address for Seller Olejniczak, Marty , MOlejniczak@sturgeonbaywi.org	
883	Email Address for Buyer: mstimpson@lexingtonneighborhoods.com	
384	PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Bu	yer or Seller
85	constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.	
386	x ADDENDA: The attached Addendum M (1 pages), Addendum 1,2(1 page) is/are made page	rt of this Offer.
	This Offer was drafted by [Licensee and Firm] Jeffrey T. Marlow, Lexington Homes, In	
388		
389	(x) February	ary 10, 2022
390	Buyer's Signature Print Name Here Michelle Stimpson and/or	Date 🛦
301	(x)	
392		Date 🛦
		ANE IN THIS
393	SELLER ACCEPTS THIS-OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MAD OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO C	NOWNEY THE
	PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES R	
		LOLII I OI A
อษอ	COPY OF THIS OFFER.	
007		
397 808	(x) Seller's Signature ▲ Print Name Here ▶	Date 🛦
	- · · · · · · · · · · · · · · · · · · ·	4110
) (X)	Dete
700	Seller's Signature A Print Name Here	Date 🛦
701	This Offer was presented to Seller by [Licensee and Firm]	
702	on at	a.m <i>.l</i> p.m.
	This Offer is rejected This Offer is countered [See attached counter]	-
704	Seller Initials A Date A Seller Initials A Date A	s 🛦 Date 🛦

Addendum	1	to the	Offer	to Purchase
----------	---	--------	-------	-------------

Addendum attached to and made part of the Offer to Puro	hase dated	February 10, 2022	made by the Buyer,
	with	n respect to the Property at See attac	ched CSM labeled
Addendum M on S. Grant Street		- Annahar	, Wisconsin.
1) This offer is contingent upon the process to construct a planned unit development agreement between buyer and municipality of the property not be completed by the mutually agree that the closing date as party, to allow for the rezoning and agrown the date of the original closing hold up of the Ruenger property (then the closing date will occur within 30 approvals, and having the ability to preside project and Ruenger property conducts aware that a mutually agreed upon plan has the option to serve notice to the offer.	t and entry. Should be close of the composition the composition the composition the composition the composition with the composition with the composition that composition the composition	tering into an acceptable 1d the approval process fo date in the offer, then but ally extends itself, with process to occur, yet not ffer to purchase, unless iter on that). Buyer and se obtaining all the necessarding permits and to start is handled. Should buyer a municipality cannot be or the data of the start of	developer's r the development yer and seller no fault on either to exceed 6 months t is due to the ller mutually agree y zoning, permits, construction of at anytime become btained then, buyer
2) This offer is subject to buyers concompleted within 150 days of accepted from the receipt of the studies to the buyers have 30 days to review the studies to the buyer will serve notice in writing to said testing. In doing so, buyer will so that the seller may have them for the offer within a 30 day review period period then the contingency is satisficated the seller along with the unacceptate.	offer. A buyer. ies. If seller. then rel heir fut d. If no	Il other dates of this con Upon receipt of the studie studies do not meet the bu Seller to reimburse buyer inquish all results and ri ure use. Buyer will have t notice is given with the r will give notice of disa	tingency then start is being completed, yer's approval, for the cost of ghts to the seller the right to void 30 day review
3) Per lines 258-260 of the Offer to buyers expense if deemed necessary from other dates of this contingency then a Buyers have 30 days to review the stud will serve notice in writing to seller the 30 day review period. If no notice contingency will be considered satisfic	m engine tart fro y. If st . Buyer is give	er within 70 days of the a m the receipt of the study udy does not meet the buye will have the right to voi	ccepted offer. All to the buyer. er's approval, buyer d the offer within
(Buyer's Signature) Michelle Stimpson and/or	7-2_ (Date) 1	(Seller's Signature)	(Date)
(Nation a substance) # national and or	(Pare) A	(, · · · · · · · · · · · · · · · · · · ·
(Buyer's Signature) Assigns	(Date) 🛦	(Seller's Signature)	(Date)

Addendum	2	to the Offer to Purchase
Augengun	~	to the Onei to Fulchase

Addendum attached to and made part of the Offer to Purchase dated February 10, 2022 made by the Buyer, with respect to the Property at See attached CSM labeled
Addendum M on S. Grant Street , Wisconsin.
Buyer also agrees to items 1, 2 and 3 as outlined on this Addendum 2
Dayer also agrees to reems 1, 2 and 3 as outlined on this Addendam 2
1. There needs to be a buy-back clause so that the City can reacquire the parcel at same price if the housing development is not commenced within 2 years.
2. There is an expectation that City approval of your development will include a requirement that a sidewalk be installed along Grant Ave and possibly Vibernum Street. The sidewalk(s) would be installed and paid by the developer or, if installed by the City, would be paid through normal City special assessment procedure.
3. It will be the responsibility of the buyer to deal with the existing soil pile on the parcel. It can be used for construction purposes, spread around the site, sold to a third party, and removed at the discretion of the buyer.
M(120) 2/10/2/22
(Buyer's Signature) Michelle Stimpson and/or (Date) (Seller's Signature) (Date)

(Date)

(Date)

(Seller's Signature) 🛦

(Buyer's Signature) Ass.gns

Map

Printed 02/02/2022 courtesy of Door C

Addendum M

om the Web Map of ... ww.co.door.wi.gov)



Door County, Wisconsin ... for all seasons!





ORDINANCE	NO.	

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	Stephanie Reinhardt	
Mayor	City Clerk	

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, Ma	yor
Attest:	

Stephanie L. Reinhardt, City Clerk

ORINDA	NCE	NO.	

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.
 - 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:
 - 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.
 - 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 publicatio	n.
Approved:		
David J. Ward, M	yor	
Attest:		
Stephanie L. Reir	nardt, City Clerk	

			• • • • • • • • • • • • • • • • • • • •
			ORINDANCE NO
THE COMMON CO FOLLOWS:	UNCIL	OF TH	E CITY OF STURGEON BAY, WISCONSIN DO ORDAIN AS
SECTION 1:			6(1) and (2) of the Municipal Code of the City of Sturgeon Bay, hereby repealed and recreated to read as follows:
	(1) All official records created, kept and maintained for the city by it departments and agencies are hereby declared to be publi available for public inspection and copying during regular busine and provided as soon as practicable and without delay, except		
		(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.
			ity clerk is authorized to charge the following fees for copying of 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 o	ordinand	e shall take effect on the day after its publication.

Approved:

David J. Ward, Mayor

Attest:

Stephanie L. Reinhardt, City Clerk

ORINDANCE NO.	
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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.

publication.

SECTION 2:	This ordinance shall take effect on the day after its
Approved:	
David J. Ward, Mayo	r .
Attest:	

Stephanie L. Reinhardt, City Clerk