



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, MAY 3, 2022
6:00 P.M.
COUNCIL CHAMBERS, CITY HALL – 421 MICHIGAN ST
DAVID J. WARD, MAYOR**

- 1. Call to order.**
- 2. Pledge of Allegiance.**
- 3. Roll call.**
- 4. Adoption of agenda.**
- 5. Public Comment on agenda items only.**
- 6. Consideration of the following bills: General Fund – \$119,434.29, Capital Fund - \$2,075.61, Cable TV - \$5,361.25, TID #4 - \$950.00, and Solid Waste Enterprise Fund - \$10,557.03 for a grand total of \$138,398.18. [roll call]**
- 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 4/19/22 regular Common Council minutes.**
 - *b. Place the following minutes on file:**
 - (1) Historic Preservation Commission – 3/30/22**
 - (2) Ad Hoc NERR Advisory Committee – 4/8/22**
 - (3) Finance/Purchasing & Building Committee – 4/12/22**
 - (4) Historic Preservation Commission – 4/14/22**
 - (5) Harbor Commission – 4/21/22**
 - *c. Place the following reports on file:**
 - (1) Fire Department Report – March 2022**
 - *d. Consideration of: Beverage Operator's licenses.**
 - *e. Consideration of: Approval of Temporary Class B Beer and Class B Wine Licenses.**
 - *f. Consideration of: Approval of Six Month Class B Beer license.**
 - *g. Consideration of: Approval of Sidewalk Café Permits.**
- 8. Mayoral Appointments.**

9. Resolution re: Authorizing Execution of the DNR Principal Forgiven Financial Assistance Agreement.
10. Consideration of: Use of City Property for Protective Netting – West Side Field.
11. Consideration of: Purchase Agreement – TTX Leasing, Inc. 4.41 acres on South Neenah Ave.
12. Finance/Purchasing & Building Committee recommendation re: Conditionally approve the extension to the Sturgeon Bay Historical Society, Teweles & Brandeis Grain Elevator Development Agreement, and direct staff to draft conditions including status updates, establish milestones, and monthly updates for 12 months.
13. City Administrator report.
14. Mayor's report.
15. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 4-29-22

Time: 12:00 Noon

By: 8

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

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

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

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

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

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

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

RESPECTFULLY,
MAYOR DAVID J. WARD

REVISED: 6/2/20

INVOICES DUE ON/BEFORE 05/03/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
LAW/LEGAL				
16555	PINKERT LAW FIRM, LLP	03/22 TRAFFIC MATTERS	01-110-000-55010	2,880.00
TOTAL				2,880.00
TOTAL LAW/LEGAL				2,880.00
CITY CLERK-TREASURER				
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	ASSORTED OFFICE SUPPLIES	01-115-000-51950	67.13
BUBRICKS		CARD STOCK	01-115-000-51950	14.73
BUBRICKS		CARD STOCK	01-115-000-51950	10.99
USBANK	US BANK	PRE INKE STAMP	01-115-000-51950	25.88
TOTAL				118.73
TOTAL CITY CLERK-TREASURER				118.73
COMPUTER				
USBANK	US BANK	ZOOM	01-125-000-55550	63.99
TOTAL				63.99
TOTAL COMPUTER				63.99
PUBLIC WORKS ADMINISTRATION				
STAPLES	WISCONSIN DOCUMENT IMAGING LLC	COPIER K014 CONTRACT	01-150-000-56250	899.95
TOTAL				899.95
TOTAL PUBLIC WORKS ADMINISTRATION				899.95
ELECTIONS DEPARTMENT				
USBANK	US BANK	ELECTIONS STORAGE BINS	01-155-000-54999	446.04
USBANK		PRE INKED STAMP-ELECTIONS	01-155-000-54999	30.98
TOTAL				477.02
TOTAL ELECTIONS DEPARTMENT				477.02
CITY HALL				
04966	EAGLE MECHANICAL INC	2 VALVES	01-160-000-51850	88.84
23730	WPS	421 MICHIGAN ST	01-160-000-56600	1,979.13
ADVAUTO	GENERAL PARTS DISTRIBTION LLC	FILTERS	01-160-000-51850	46.66
USBANK	US BANK	DOOR SILENCERS	01-160-000-55300	16.88
USBANK		STATE OF WI ELEVATOR CERTS	01-160-000-58999	102.00
VIKING	VIKING ELECTRIC SUPPLY, INC	BULBS	01-160-000-54999	135.41
WARNER	WARNER-WEXEL LLC	NEUTRAL CLEANER	01-160-000-54999	37.96

INVOICES DUE ON/BEFORE 05/03/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
TOTAL				2,406.88
TOTAL CITY HALL				2,406.88
GENERAL EXPENDITURES				
08167	GANNETT WISCONSIN NEWSPAPERS	PUBLIC HEARING NOTICE	01-199-000-57450	42.19
08167		PUBLIC HEARING NOTICE	01-199-000-57450	42.19
08167		PUBLIC HEARING NOTICE	01-199-000-57450	52.18
08167		COUNCIL PUBLICATION-JANUARY	01-199-000-57450	86.07
08167		COUNCIL PUBLICATION-JANUARY	01-199-000-57450	67.24
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	10 CASES COPY PAPER	01-199-000-55650	412.60
US BANK	US BANK EQUIPMENT FINANCE	FIRE COPIER	01-199-000-55650	99.50
US BANK		FIRE COPY OVERAGES	01-199-000-55650	13.58
US BANK		ADMIN COPIER	01-199-000-55650	116.00
US BANK		ADMIN COPY OVERAGES	01-199-000-55650	28.50
US BANK		ADMIN COPIER SUPPLIES FREIGHT	01-199-000-55650	27.00
TOTAL				987.05
TOTAL GENERAL EXPENDITURES				987.05
POLICE DEPARTMENT				
US BANK	US BANK EQUIPMENT FINANCE	PD COPIER	01-200-000-55650	213.59
US BANK		PD COPY OVERAGES	01-200-000-55650	104.50
USBANK	US BANK	JUVENILE RECORD STICKERS	01-200-000-51600	52.74
USBANK		BUSINESS CARDS/JAGIELSKI	01-200-000-51600	28.47
USBANK		INTERNAL SSD CARD	01-200-000-55500	379.79
USBANK		WIRELESS CHARGING PAD	01-200-000-55500	60.56
TOTAL				839.65
TOTAL POLICE DEPARTMENT				839.65
POLICE DEPARTMENT/PATROL				
04696	DOOR COUNTY TREASURER	03/22 FUEL CHARGES	01-215-000-51650	4,899.26
23640	WISCONSIN DEPT OF JUSTICE	3 TIME ACCESS CHARGE	01-215-000-58999	180.00
23640		22 OFFICER SUPPORT CHARGE	01-215-000-58999	280.50
GANDER	LOUIS GANDER	TRAINING MEAL EXPENSES/GANDER	01-215-000-55600	52.06
HAJNY	JOHN HAJNY	TRAINING MEAL EXPENSES/HAJNY	01-215-000-55600	65.44
USBANK	US BANK	LITHIUM BATTERIES	01-215-000-54999	54.00
USBANK		TACTICAL LIGHTS	01-215-000-54999	118.98
USBANK		BATTERIES	01-215-000-54999	39.98
USBANK		FUEL	01-215-000-51650	20.13
USBANK		LODGING/DEIBELE	01-215-000-55600	412.00
USBANK		SWAT GEAR/DEIBELE	01-215-000-54999	94.49
USBANK		SWAT GEAR/DEIBELE	01-215-000-54999	38.36
USBANK		LITHIUM BATTERIES	01-215-000-54999	142.44
USBANK		LODGING/ZACH	01-215-000-55600	360.00
USBANK		LODGING/SNOVER	01-215-000-55600	360.00

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TIME: 13:58:21
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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/03/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
USBANK		ACTIVE THREAT CONF REG/LOVAS	01-215-000-55600	112.20
USBANK		ACTIVE THREAT CONF REG/DADAM	01-215-000-55600	112.20
USBANK		ACTIVE THREAT CONF REG/JOSE	01-215-000-55600	112.20
USBANK		ACTIVE THREAT CONF REG	01-215-000-55600	112.20
USBANK		ACTIVE THREAT CONF REG/GORR	01-215-000-55600	112.20
USBANK		CLEANING WIPES/FORENSICS LAB	01-215-000-54999	7.90
USBANK		VIRTUAL NCCC TRAINING/MIELKE	01-215-000-55600	100.00
USBANK		MEAL EXPNSE/BAUDHUIN CJP	01-215-000-55600	12.71
USBANK		MEAL EXPNSE/BAUDHUIN CJP	01-215-000-55600	23.32
USBANK		MEAL EXPNSE/BAUDHUIN CJP	01-215-000-55600	20.56
USBANK		MEAL EXPNSE/BAUDHUIN CJP	01-215-000-55600	17.88
USBANK		LODGING EXPNSE/BAUDHUIN CJP	01-215-000-55600	94.35
WIEGANDM	MICHELLE SNOVER	TRAINING MEAL EXPENSES/SNOVER	01-215-000-55600	108.67
TOTAL				8,064.03
TOTAL POLICE DEPARTMENT/PATROL				8,064.03
FIRE DEPARTMENT				
FIRE DEPARTMENT				
02206	BAY MARINE	OIL & FILTER/M731	01-250-000-53000	231.16
04575	DOOR COUNTY HARDWARE	HOSE BARB/UNION/THREAD SEAL	01-250-000-54999	10.37
04575		LED UTILITY LIGHT	01-250-000-54999	49.99
04575		ORING/FASTENERS	01-250-000-54999	2.57
04575		HOSE FUEL/HOSE CLAMPS	01-250-000-54999	16.33
04575		BUCKET/FASTENERS/TAPE	01-250-000-54999	38.32
04575		PAINT/FASTENERS	01-250-000-54999	38.96
04696	DOOR COUNTY TREASURER	03/22 FUEL	01-250-000-51650	2,223.55
18448	RENNERTS FIRE EQUIP SER INC	WEATHER COVERS-AUTO EJECT	01-250-000-53000	94.36
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	SHOCKS	01-250-000-53000	443.64
JIM FORD		DOOR PANEL/CH701	01-250-000-53000	521.90
PAULCONW	PAUL CONWAY SHIELDS	CMC CLUTCH	01-250-000-51405	1,248.37
SEPTIC	SEPTIC MAINTENANCE OF DOOR CTY	DRAIN CLEANING/WS FIRE	01-250-000-54999	245.00
TRISTATE	TRI-STATE MARITIME SAFETY ASSN	SHIPBOARD FF COMMAND TRNING	01-250-000-55600	2,500.00
USBANK	US BANK	CONF MEAL EXPENSES	01-250-000-55600	49.76
USBANK		CONF LODGING EXPENSE/DIETMAN	01-250-000-55600	246.00
USBANK		CONF LODGING EXPNSE/MONTEVIDEO	01-250-000-55600	246.00
USBANK		TRUCK COMPARTMENT LATCHES	01-250-000-53000	138.10
USBANK		CHIEF STATE DUES	01-250-000-56000	95.00
USBANK		ASSIST CHIEF STATE DUES	01-250-000-56000	95.00
USBANK		FD FLAGS	01-250-000-54999	121.42
USBANK		SCBA SCREWDRIVERS	01-250-000-52700	15.80
USBANK		UNIFORM PANTS	01-250-000-52900	234.29
USBANK		CREDIT RETURN	01-250-000-53000	-138.10
USBANK		UNIFORM REPAIR KIT-ZIPPERS	01-250-000-54999	17.98
USBANK		NOTEPADS	01-250-000-51950	267.90
USBANK		CARDS	01-250-000-51950	91.38
USBANK		GEAR HANGERS	01-250-000-52700	77.96
USBANK		FUEL	01-250-000-51650	70.19
USBANK		THREAD/SOAP/PACKING TAPE	01-250-000-54999	135.38
USBANK		TAX CREDITS	01-250-000-53000	-14.88
USBANK		TAX CREDITS	01-250-000-53000	-31.86
USBANK		POSWICHECK CALIBRATIONS	01-250-000-56250	950.00
VANS	VANS FIRE & SAFETY, INC	EXTINGUISHER CHEMICAL	01-250-000-54999	610.50
VANS		EXTINGUISHER CARTRIDGE	01-250-000-54999	298.00

INVOICES DUE ON/BEFORE 05/03/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
FIRE DEPARTMENT				
FIRE DEPARTMENT				
TOTAL FIRE DEPARTMENT				11,240.34
TOTAL FIRE DEPARTMENT				11,240.34
STORM SEWERS				
12100	LAMPERT YARDS INC	SAND	01-300-000-54999	10.39
TOTAL				10.39
TOTAL STORM SEWERS				10.39
STREET SWEEPING				
04545	DOOR COUNTY COOPERATIVE/NAPA	BATTERY	01-330-000-51400	149.58
MACQUEEN	MACQUEEN EQUIPMENT, LLC	BREAKERS/BELT HARDWARE	01-330-000-51400	107.58
MACQUEEN		BELT & SEAT PARTS	01-330-000-51400	2,057.81
TOTAL				2,314.97
TOTAL STREET SWEEPING				2,314.97
ROADWAYS/STREETS				
04696	DOOR COUNTY TREASURER	COLD MIX	01-400-000-52200	281.52
TOTAL				281.52
TOTAL ROADWAYS/STREETS				281.52
SNOW REMOVAL				
SNOW REMOVAL				
04696	DOOR COUNTY TREASURER	SALT BRINE	01-410-000-52400	221.89
USBANK	US BANK	HYDRO FITTINGS	01-410-000-51400	226.24
TOTAL SNOW REMOVAL				448.13
TOTAL SNOW REMOVAL				448.13
STREET SIGNS AND MARKINGS				
04696	DOOR COUNTY TREASURER	SIGNS	01-420-000-52600	268.51
04696		SIGNS	01-420-000-52600	276.77
SIGNART	SIGNART COMPANY INC	SIGN REPLACEMENT-MADISON AVE	01-420-000-52600	1,420.00
SIGNART		SHIPPING	01-420-000-52600	100.00
USBANK	US BANK	SIGNS	01-420-000-52600	55.85
TOTAL				2,121.13
TOTAL STREET SIGNS AND MARKINGS				2,121.13

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TIME: 13:58:21
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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 05/03/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
STREET MACHINERY				
04545	DOOR COUNTY COOPERATIVE/NAPA	BATTERIES	01-450-000-53000	650.52
04545		TANK SPRAYER	01-450-000-52700	26.99
04696	DOOR COUNTY TREASURER	03/22 FUEL 591.91 G	01-450-000-51650	2,237.42
04696		03/22 DSL FUEL 324.58 G	01-450-000-51650	1,446.00
06005	JFTCO, INC	HYDRO VALVES	01-450-000-53000	237.86
06012	FASTENAL COMPANY	STAINLESS PINS	01-450-000-53000	52.62
06012		BOLTS	01-450-000-53000	98.06
BOBCAT	BOB CAT PLUS	FILTERS/OIL	01-450-000-53000	305.00
BOBCAT		SHIPPING	01-450-000-53000	27.78
BOBCAT		ANTENNA	01-450-000-53000	35.98
BOBCAT		FREIGHT	01-450-000-53000	19.90
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	TRAILER CHAIN	01-450-000-52150	30.97
USBANK	US BANK	HYDRO FITTINGS	01-450-000-53000	747.31
WURTH	WURTH USA, INC	CLEANSER/ANTI SEIZE	01-450-000-54999	80.27
WURTH		CHAIN & WIRE ROPE LUBRICANT	01-450-000-54999	52.32
TOTAL				6,049.00
TOTAL STREET MACHINERY				6,049.00
CITY GARAGE				
AMERWELD	AMERICAN WELDING & GAS, INC	GAS BOTTLE EXCHANGE	01-460-000-58999	48.31
USBANK	US BANK	DOOR CHIME	01-460-000-54999	27.65
USBANK		DOOR CHIME	01-460-000-54999	40.22
USBANK		CREDIT DOOR CHIME	01-460-000-54999	-27.65
USBANK		MOTION SENSOR CHIME	01-460-000-54999	25.99
USBANK		SIGN	01-460-000-54999	4.39
USBANK		PAPER RACK	01-460-000-54999	88.00
USBANK		CREDIT PAPER RACK	01-460-000-54999	-88.00
TOTAL				118.91
TOTAL CITY GARAGE				118.91
CELEBRATION & ENTERTAINMENT				
R0000807	MARK THIEDE	2022 2ND HARMONY INSTALL	01-480-000-58999	9,666.66
TOTAL				9,666.66
TOTAL CELEBRATION & ENTERTAINMENT				9,666.66
HIGHWAYS - GENERAL				
LONDO	RYAN LONDO	SAFETY BOOT REIMBURSE/LONDO	01-499-000-56800	147.25
TOTAL				147.25
TOTAL HIGHWAYS - GENERAL				147.25
PARKS AND PLAYGROUNDS				

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CITY OF STURGEON BAY
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INVOICES DUE ON/BEFORE 05/03/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
04696	DOOR COUNTY TREASURER	03/22 FUEL 128 G	01-510-000-51650	483.84
12100	LAMPERT YARDS INC	PINE BOARDS	01-510-000-51800	54.72
13049	MAY'S SPORT CENTER	SWITCHES	01-510-000-51900	170.88
USBANK	US BANK	ROTARY TOOL KIT/WHEELS	01-510-000-52700	120.56
USBANK		FAIRCHILD EQUIP SWITCH	01-510-000-53000	70.41
USBANK		BIKE REPAIR STAND	01-510-000-54999	840.00
WARNER	WARNER-WEXEL LLC	CAN LINERS	01-510-000-51850	101.61
TOTAL				1,842.02
TOTAL PARKS AND PLAYGROUNDS				1,842.02
BALLFIELDS				
BALLFIELDS				
20900	TRUGREEN LIMITED PARTNERSHIP	MEM FLD SPRAYING	01-520-000-58999	180.40
TOTAL BALLFIELDS				180.40
TOTAL BALLFIELDS				180.40
WATERFRONT PARKS & WALKWAYS				
USBANK	US BANK	4-NO SWIMMING SIGNS	01-570-000-54999	122.50
VIKING	VIKING ELECTRIC SUPPLY, INC	BULBS	01-570-000-54999	263.80
VIKING		BULBS	01-570-000-54999	214.15
TOTAL				600.45
TOTAL WATERFRONT PARKS & WALKWAYS				600.45
EMPLOYEE BENEFITS				
EHEALTH	EHEALTHSCREENINGS, LLC	HRA SCREENINGS	01-600-000-50550	4,234.23
TOTAL				4,234.23
TOTAL EMPLOYEE BENEFITS				4,234.23
PUBLIC FACILITIES				
04696	DOOR COUNTY TREASURER	1ST QTR MAINTENANCE COSTS	01-700-000-56850	11,004.42
TOTAL				11,004.42
TOTAL PUBLIC FACILITIES				11,004.42
COMMUNITY & ECONOMIC DEVLPMT				
USBANK	US BANK	CONFERENCE REG/OLEJNICZAK	01-900-000-55600	785.00
TOTAL				785.00

INVOICES DUE ON/BEFORE 05/03/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
TOTAL COMMUNITY & ECONOMIC DEVLPMT				785.00
TOTAL GENERAL FUND				67,782.12
CAPITAL FUND				
CITY HALL				
CITY HALL EXPENSE				
17700	QUILL CORPORATION	FILE CABINET-DPW	10-160-000-59040	821.99
USBANK	US BANK	NEW ENTRY RUGS/DPW	10-160-000-59040	1,341.37
USBANK		CREDIT SALES TAX	10-160-000-59040	-87.75
TOTAL CITY HALL EXPENSE				2,075.61
TOTAL CITY HALL				2,075.61
TOTAL CAPITAL FUND				2,075.61
CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
MANN	MANN COMMUNICATIONS, LLC	5.3.22 CONTRACT	21-000-000-55015	5,361.25
TOTAL CABLE TV / GENERAL				5,361.25
TOTAL CABLE TV / GENERAL				5,361.25
TOTAL CABLE TV				5,361.25
TID #4 DISTRICT				
TID #4 DISTRICT				
T4 \$3.12 NOTES				
01761	ASSOCIATED TRUST COMPANY	TAXABLE GO REFND BND 3.31.20	28-340-987-70002	475.00
TOTAL T4 \$3.12 NOTES				475.00
T4 BONDS				
01761	ASSOCIATED TRUST COMPANY	GO REFND BOND 3.31.20	28-340-988-70002	475.00
TOTAL T4 BONDS				475.00
TOTAL TID #4 DISTRICT				950.00
TOTAL TID #4 DISTRICT				950.00
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
04696	DOOR COUNTY TREASURER	03/22 DSL FUEL 757.40G	60-000-000-51650	3,374.22
ASTRO	ASTRO HYDRAULICS, INC	HYDRAULIC CYLNRD TEST/REPAIR	60-000-000-53000	591.85
CAS ENG	CASCADE ENGINEERING	TRASH CARTS & SHIPPING	60-000-000-59999	3,634.48
CAS ENG		RECYCLING CARTS	60-000-000-59999	2,976.48

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CITY OF STURGEON BAY
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INVOICES DUE ON/BEFORE 05/03/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
TOTAL SOLID WASTE ENTERPRISE FUND				10,577.03
TOTAL SOLID WASTE ENTERPRISE FUND				10,577.03
TOTAL SOLID WASTE ENTERPRISE				10,577.03
TOTAL ALL FUNDS				86,746.01

MANUAL CHECKS

INLAND LAKE HARVESTERS INC 04/13/22 Check # 90132 50% Deposit-Shore Conveyor 10-560-000-59070	\$24,975.00
SPECTRUM 04/19/22 Check # 90134 03/22 Cable Statement Charges 01-160-000-58999	\$141.95
SOUTHERN DOOR SCHOOL DISTRICT 04/19/2022 Check # 90135 02/22 & 03/22 Lottery & Mobile Home Tax Payments 01-000-000-41300	\$791.08
STURGEON BAY SCHOOL DISTRICT 04/19/2022 Check # 90136 02/22 & 03/22 Lottery & Mobile Home Tax Payment 01-000-000-41300	\$22,330.12
EBC CORP. 04/19/22 Check # 90137 FSA/COBRA/PEB 01-600-000-50510	\$181.00
PITNEY BOWES BANK INC 04/19/22 Check # 90138 04/22 Postage Meter Rental 01-199-000-57250	\$126.50
SUN LIFE 04/19/2022 Check # 90139 05/22 Short/Long Term Disability 01-000-000-21545	\$2,224.33
SUPERIOR VISION INSURANCE 04/19/2022 Check # 90140 05/22 Vision Insurance 01-000-000-21540	\$ 882.19
TOTAL MANUAL CHECKS	\$51,652.17

DATE: 04/26/1922
TIME: 13:58:21
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 05/03/2022

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

GENERAL FUND	67,782.12	119,434.29
CAPITAL FUND	2,075.61	
CABLE TV	5,361.25	
TID #4 DISTRICT	950.00	
SOLID WASTE ENTERPRISE	10,577.03	

TOTAL --- ALL FUNDS	86,746.01	138,398.18

Helen Bacon April 26, 2022
Jan Williams 4/26/22
Jan Williams 4/26/22

COMMON COUNCIL

April 19, 2022

A meeting of the Common Council was called to order at 6:01 p.m. by Mayor Ward. The Pledge of Allegiance was recited. Roll call: Bacon, Statz, Williams, Gustafson, Nault, Wiederanders and Reeths were present. Ald. Bacon, Statz, Williams, Nault and Wiederanders appeared in person. Ald. Gustafson and Reeths appeared virtually via Zoom.

The newly elected officials were seated.

Roll call: Bacon, Statz, Williams, Gustafson, Nault, Wiederanders and Reeths were present. Ald. Bacon, Statz, Williams, Nault and Wiederanders appeared in person. Ald. Gustafson and Reeths appeared virtually via Zoom.

Nault/Williams to adopt the agenda. Carried.

Bill Karas, 1112 Bonnie View Drive spoke during public comment.

Mayor Ward presented Door County Medical Center with a Certificate of Appreciation. Plaque accepted by Brian Stephens, DCMC President & CEO.

Bacon/Wiederanders to approve following bills: General Fund – \$257,753.52, Capital Fund - \$2,330.95, Cable TV - \$280.60, TID #4 - \$2,299.00, TID #6 – 1,222.00, Solid Waste Enterprise Fund - \$17,326.59 and Compost Site Enterprise Fund - \$438.32 for a grand total of \$281,650.98. Roll call: All voted aye. Carried.

Williams/Wiederanders to approve consent agenda:

- a. Approval of 4/5/22 regular Common Council minutes.
- b. Place the following minutes on file:
 - (1) Community Protection & Services Committee – 2/3/22
 - (2) Zoning Board of Appeals – 3/22/22
 - (3) Personnel Committee – 3/28/22
 - (4) Zoning Board of Appeals – 3/29/22
 - (5) Joint Review Board – 3/29/22
 - (6) Finance/Purchasing & Building Committee – 3/29/22
 - (7) City Plan Commission – 3/30/22
 - (8) Board of Canvassers – 4/11/22
- c. Place the following reports on file:
 - (1) Fire Department Annual Report – 2021
 - (2) Fire Department Report – February 2021
 - (3) Police Department Report – March 2022
 - (4) Bank Reconciliation – March 2022
 - (5) Revenue & Expense Report – March 2022
- d. Consideration of: Approval of Beverage Operator's licenses.
- e. Consideration of: Approval of Six-Month Class B Beer license for PKS3, LLC.
- f. Consideration of: Approval of Temporary Class B Beer license for Sturgeon Bay Bass Tournament.
- g. Personnel Committee recommendation re: Approve the proposed 2022 wage step recommendations.
- h. Finance/Purchasing & Building Committee recommendation re: Write off the 2020 Delinquent personal property tax account bills in the amount of \$352.91.
- i. Finance/Purchasing & Building Committee recommendation re: Approve the land swap with Fincantieri Bay Shipbuilding for Well#3 site and transfer formal ownership of the Well #3 to Sturgeon Bay Utilities.

Carried.

The Mayor presented the following appointments:

FINANCE/PURCHASING & BUILDING COMMITTEE

Helen Bacon, Chr.
Seth Wiederanders, Vice-Chr
Dan Williams

Nault/Gustafson to confirm. Carried.

PERSONNEL COMMITTEE

Dan Williams, Chr.
J. Spencer Gustafson, Vice-Chr.
Dennis Statz

Bacon/Wiederanders to confirm. Carried.

PARK & RECREATION COMMITTEE

Helen Bacon, Chr.
Gary Nault, Vice-Chr.
J. Spencer Gustafson

Williams/Statz to confirm. Carried.

PARKING & TRAFFIC COMMITTEE

Kirsten Reeths, Chr.
J. Spencer Gustafson, Vice-Chr.
Dennis Statz

Wiederander/Williams to confirm. Carried.

COMMUNITY PROTECTION & SERVICES COMMITTEE

Dan Williams, Chr.
Kirsten Reeths, Vice-Chr.
Seth Wiederanders

Bacon/Nault to confirm. Carried.

CITY PLAN COMMISSION

David Ward, Chr.
Kirsten Reeths
Helen Bacon

Williams/Gustafson to confirm. Carried.

STURGEON BAY UTILITY COMMISSION

David Ward, Mayor
Dan Williams, Council Rep.
Gary Nault, Council Rep.
Seth Wiederanders, Council Rep.

Statz/Reeths to confirm. Carried.

HARBOR COMMISSION

Gary Nault, Council Rep.

Williams/Wiederanders to confirm. Carried.

HISTORIC PRESERVATION COMMISSION

Dennis Statz, Council Rep.

Nault/Gustafson to confirm. Carried.

LOCAL ARTS BOARD

Helen Bacon, Council Rep.

Statz/ Williams to confirm. Carried.

BOARD OF PARKS & RECREATION

Helen Bacon, Chr.

Gary Nault, Vice-Chr.

J. Spencer Gustafson

Wiederanders/Statz to confirm. Carried.

BICYCLE AND PEDESTRIAN ADVISORY BOARD

Kirsten Reeths, Chr.

Chris Sullivan-Robinson, Planner/Zoning Administrator

Nault/Bacon to confirm. Carried.

WATERFRONT REDEVELOPMENT AUTHORITY

Dan Williams, Council Rep.

J. Spencer Gustafson, Council Rep.

Statz/Reeths to confirm. Carried.

LIBRARY BOARD

Helen Bacon, Council Rep.

J. Spencer Gustafson, Council Rep.

Williams/Wiederanders to confirm. Carried.

INDUSTRIAL PARK DEVELOPMENT REVIEW TEAM

Gary Nault, Council Rep.

Bacon/Statz to confirm. Carried.

DOOR COUNTY ECONOMIC DEVELOPMENT CORP.

David Ward, Council Rep.

Nault/Gustafson to confirm. Carried.

STURGEON BAY VISITOR CENTER

Seth Wiederanders, Council Rep.

Williams/Statz to confirm. Carried.

WEED COMMISSIONER

Mike Barker, Municipal Services Director

Nault/Williams to confirm. Carried.

Bacon/Statz to nominate Dan Williams as Council President. Carried.

Williams/Wiederanders to continue with the current Council Rules of Order. Carried.

Brad Viegut, Managing Director from RW Baird, summarized the borrowing for approximately \$2,455,000 General Obligation Promissory Notes. Wiederanders/Bacon to adopt the resolution providing for the sale of approximately \$2,455,000 general obligation promissory notes. Carried.

Introduced by Community Develop Director Olejniczak. Reeths/Williams to read in title only the second reading of ordinance re: Proposed amendments to Zoning Code, which is Chapter 20 of the Municipal Code-Sections 20.03, 20.08 through 20.24, and 20.27. Carried.

Introduced by Olejniczak. Statz/Nault to read in title only the second reading of ordinance re: Rezoning from Commercial/Light Manufacturing (C-3) district to General Commercial (C-1) for various parcels. Carried.

Introduced by Olejniczak. Williams/Gustafson to read in title only the second reading of ordinance re: Rezoning from Commercial/Light Manufacturing (C-3) district to Light Industrial (I-1) for parcel #281-64-59000124C, owned by Midwest Wire, Inc. and located at 615 S. Lansing Avenue. Carried.

Introduced by Olejniczak. Wiederanders/Nault to read in title only the second reading of ordinance re: Rezoning from Multiple Family Residential (R-4), General Commercial (C-1), Single Family Residential (R-1) to Planned Unit Development (PUD) and shall be subject to the site plan and requirements (Parcel #281-62-10000106, located at 1048 Egg Harbor Road and parcel #281-62-10000108, located at 1116 Egg Harbor Road). Carried.

Introduced by Olejniczak. Gustafson/Bacon to read in title only the second reading of ordinance re: Rezoning from Single -Family Residential (R-2) to Planned Unit Development (PUD) subject to site plan and requirements (Parcel #281-62-205000208, located at 827 N 8th Avenue). Carried.

Reeths/Wiederanders to adopt the resolution designating public depositories. Carried.

Williams/Statz to adopt resolution designating the Peninsula Pulse as the official newspaper. Carried.

Olejniczak introduced. TID #1 has been a donor district to TID #2 and is no longer needed. TID #1 can extend for one year so taxes generated can benefit affordable housing. Statz/Williams to adopt the resolution for Tax Incremental District #1 (TID) Affordable Housing Extension. Carried.

Olejniczak explained the boundaries for TID #6 are primarily on Egg Harbor Road. TID #6 is a mixed use with both residential and commercial properties. Wiederanders/Williams to adopt resolution establishing the boundaries of and approving the project plan for Tax Incremental District No.6, City of Sturgeon Bay, Door County, Wisconsin. Carried.

City Engineer Shefchik introduced the proposed levy special assessment for curbing installation for Alley W14. This alley is located behind Kitty O'Reilly's connecting Oak Street and Pine Street. Nault/Bacon to adopt preliminary resolution and engineering report for declaring intent to levy special assessments for curbing installation along Alley W14. Carried.

Introduced by Shefchik. Wiederander/Reeths to adopt preliminary resolution and engineering report for declaring intent to levy special assessments for sidewalk installations along North 14th Avenue and Rhode Island Street. Carried.

City Administrator VanLieshout gave his report.

Mayor Ward gave his report.

Nault/Williams to adjourn. Carried. The meeting adjourned at 7:23 p.m.

Respectfully submitted,



Laurie A. Spittlemeister
Deputy Clerk/Treasurer

CITY OF STURGEON BAY
Historic Preservation Commission
Wednesday, March 30, 2022
Council Chambers, City Hall, 421 Michigan Street
12:00 Noon

A meeting of the Historic Preservation Commission was called to order at 12:18 P.M., by Commission Member Dennis Statz in Council Chambers, City Hall, 421 Michigan Street.

Roll Call: Members present were City Engineer Chad Shefchik, Dennis Statz, Eric Paulsen and Barry Mellen. Chairperson Dave Augustson was excused. Members Trudy Herbst and Vice-Chair Mark Schuster were absent. Also present from the City were Community Development Director Marty Olejniczak, Planner / Zoning Administrator Christopher Sullivan-Robinson and Municipal Services Secretary Patty Quinn.

Adoption of the Agenda: Moved by Dr. Paulsen and seconded by Mr. Shefchik to adopt the following agenda:

1. Roll Call.
2. Adoption of the agenda.
3. Approval of meeting minutes from August 9, 2021.
4. Consideration of: Roof rail system for Anthony Scimeca located 242 Michigan Street.
5. Consideration of: Certified Local Community (CLG) Historic Preservation Program.
6. Adjourn.

All in favor. Carried.

Approval of meeting minutes from August 9, 2021: Moved by Dr. Paulsen and seconded by Mr. Shefchik to approve the meeting minutes from August 9, 2021.

All in favor. Carried.

Consideration of: Roof rail system for Anthony Scimeca located 242 Michigan Street: Mr. Anthony Scimeca, 6535 Monument Bluff Pass, Egg Harbor, was present and is the owner of the Fairfield Building. Mr. Scimeca distributed a packet of information (see Exhibit A) that included photos and the plans for the roof cable rail system, as well as a sample of roof cable rail metal selected for this project.

Mr. Scimeca provided history of the building and indicated his commitment to preserving and restoring it and that the purpose of installing the system is for the safety of life and not for any other purpose. He has maintenance scheduled to the roof and to the mechanical systems happening this spring and feels the need for a safety system to surround 100% of the roof line prior to any work being completed on the roof.

Various questions were asked by the commission and a number of compromises were suggested to Mr. Scimeca in working to bring the building up to current code and still preserve the integrity of the architecture. The commission didn't really like the idea of adding a cable railing around the entire perimeter. The commission didn't think it complemented the architecture of the building. There are several rooftop HVAC units and skylights on the roof. Current codes would require railings near some of the items. Several options were thrown around to address these issues. Some options included allowing the cable railing in some areas that were not visible from the street along with some options that provided for railings along the street that may possibly require a masonry parapet versus a cable railing. After several of the options were discussed, the owner became confrontational citing delays in his planned

maintenance if his proposal was not fully approved at this meeting. He questioned the commission's level of authority on the matter and stated that the City cannot restrict what needs to be done and indicated that the Commission is putting aesthetics ahead of safety.

A motion was made by Mr. Shefchik and seconded by Mr. Statz to table this decision until three questions can be answered (no later than April 23rd):

- 1) What would code require if this building were new today (to be discussed with the City Building Inspector)?
- 2) If the commission would deny railings in areas where they would not be required by today's codes, would the City of commission have any potential liability if someone were to fall?
- 3) Does the commission have the authority to require masonry that would complement the current architecture of the building versus a cable railing?

All in favor. Carried.


Consideration of: Certified Local Community (CLG) Historic Preservation Program: Enrollment in this program was originally suggested by the Historical Society and has many benefits including access to grants and being registered with the National Historical Society. There is no cost to the City to enroll and all that is required is annual reporting and submission of the meetings' minutes.

A motion to approve was made by Dr. Paulsen and seconded by Mr. Statz to seek enrollment in the Certified Local Community (CLG) Historic Preservation Program.

All in favor. Carried.

Motion to adjourn by Dr. Paulsen and seconded by Mr. Statz. All in favor. Carried. Meeting adjourned at 1:13 P.M.

Respectfully submitted,



Patricia S. Quinn
Municipal Services Secretary

Louis Sullivan coined the phrase "Form Follows Function"

This is a perfect example, does life safety lead or follow?

If not for the William Fairfield foundation resurrecting the building 22 years ago the building may not be standing today.

Prior to the Fairfield foundation acquiring the property its prime tenants were sea gulls that found their way into the building through holes in the roof.

Yesterday, I spoke with the prime architect, Alex Krikharr. He regaled me with stories from that time as if it were yesterday.

When the foundation set its course to build a museum/gallery the house the artwork of Henry Moore they were well along their way to build a new building.

At the 11th hour JJ Pinney building now known as the Fairfield became available.

They abruptly changed course and went on a preservation crusade.

They chose Windows, doors, and many other architectural elements to preserve the historical value of the property.

They almost had it right.

Form did not follow function when it came to life safety.

Prior to the renovation there was very little or no need for access to the roof.

There wasn't any mechanical equipment that needed regular or emergency maintenance on the roof.

As a part of the renovation, two 25 ton HVAC systems were installed, connecting ductwork, and two mechanical exhaust systems.

The building parapet for all intents and purposes is nonexistent.

As you will see by the pictures there is no impediment that will stop a person from falling to their death.

National building code states:

Any mechanical equipment within 10 feet of the edge of a building must have a safety device installed to prevent falling.

With a minimum of 42 inches in height and a maximum space of 21 inches between its rungs.

Currently, there are areas on the roof that mechanical equipment is within one foot of the edge of the roof.

Then, as now the building is in violation of National Building code and OSHA regulation.

Even in Sturgeon Bay we can see evidence that the laws have been respected.

If we look at the rooftop air conditioning perched above the walk-in cooler at the Firehouse Restaurant and bar you will see a safety guardrail.

This is a potential catastrophe that you as a governing body have the ability and the authority to thwart.

If this request is not approved and a person should meet their demise as a result from the lack of a protective device it would be a tragedy that will be felt forever.

This request is predicated on life safety only. There is no intent to build a beer garden on the roof.

The materials that we have selected and brought here today for your review are very unobtrusive.

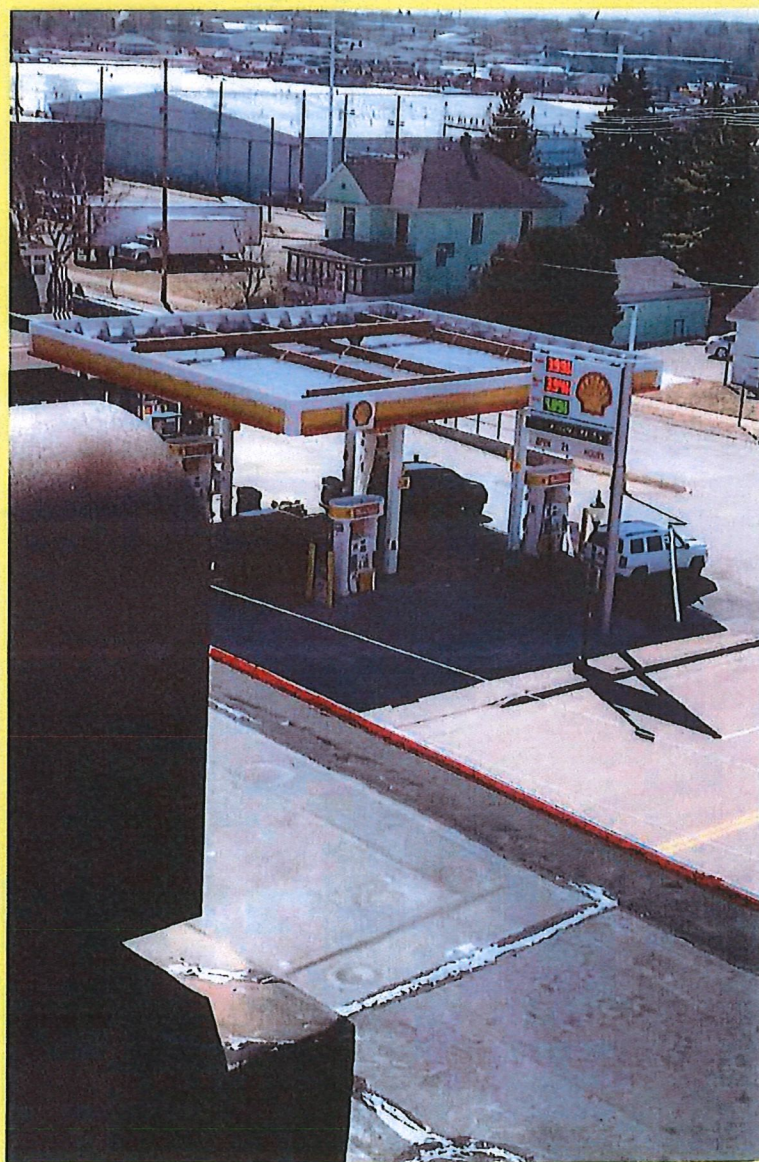
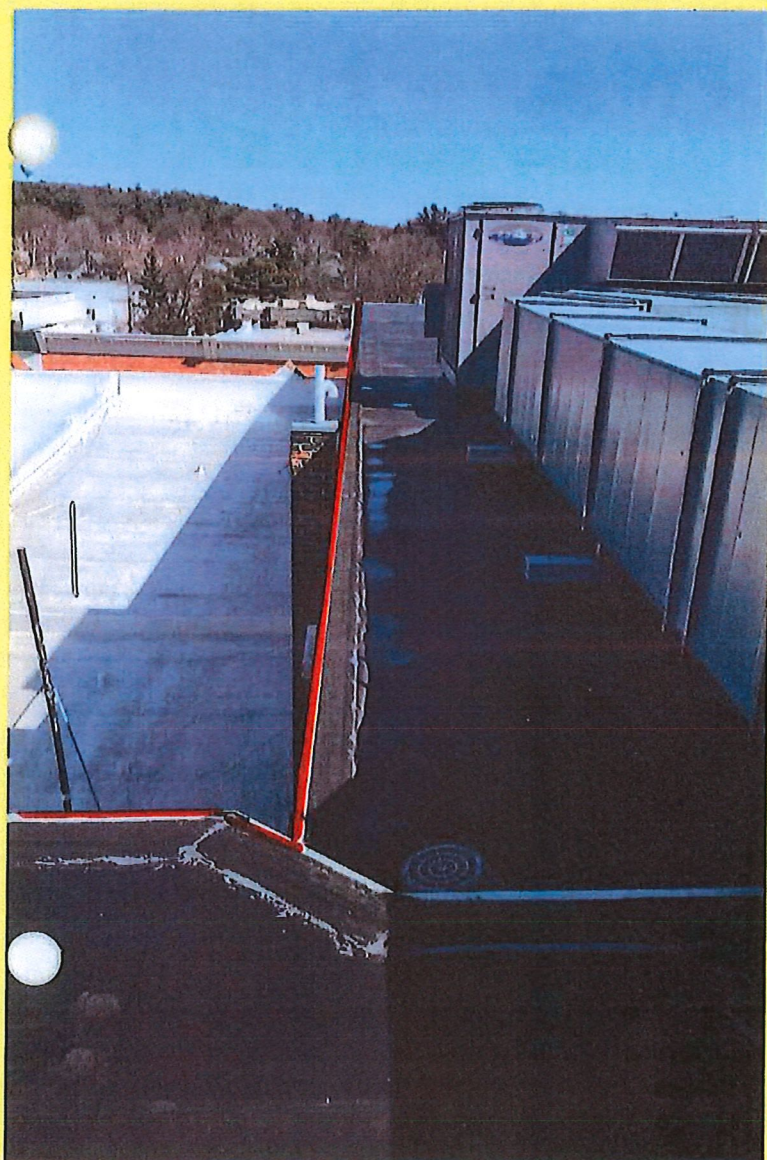
We request that the entire perimeter of the roof is protected with the attempt to save lives.

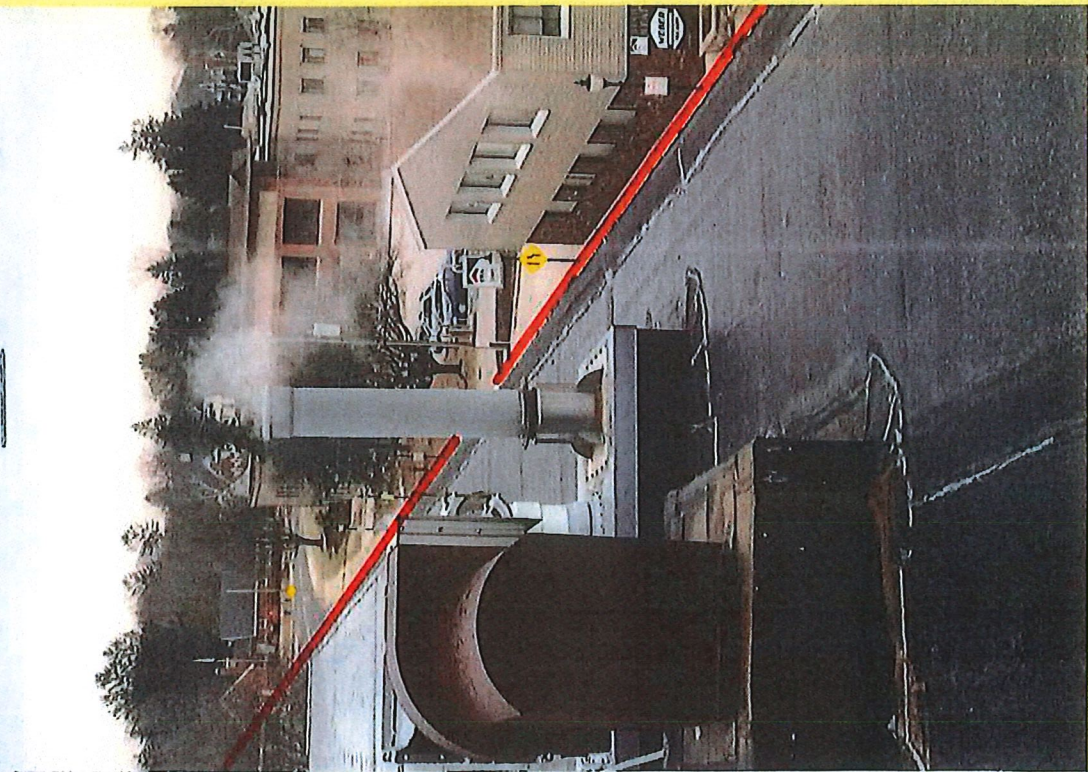
I have provided a copy of this presentation to the authority with the request of having it entered into the permanent minutes.

Thank you very much for this opportunity, I welcome all questions, comments, and suggestions.

- 19







Ad Hoc NERR Advisory Committee
April 8, 2022

A meeting of the Ad Hoc NERR Advisory Committee was called to order at 9:01 a.m. by Co-Chairperson Holey in Council Chambers, City Hall.

Roll call: Members Mark Holey, Caitlin Oleson, Laurel Hauser, and Matthew Peter were present. Ms. Oleson appeared by zoom. Member Gregg Meissner arrived at 9:02 a.m. Members Charlie Henriksen and Bill Hoag were excused. Ex Officio members David Ward and Pam Seiler were present. Ex Officio members Josh VanLieshout, Marty Olejniczak and Chris Sullivan-Robinson arrived at 9:02 a.m. Also present were Bill Schuster and Deputy Clerk/Treasurer Spittlemeister.

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

Member Greg Meissner arrived at 9:02 a.m.

Ex Officio members Josh VanLieshout, Marty Olejniczak and Chris Sullivan-Robinson arrived at 9:02 a.m.

Consideration of: UWGB NERR Update:

The criteria for properties to study was released by the UWGB NERR Site Development Committee. This does not include criteria for the visitor center. The Door County Land Trust has been contacted to see if some of their properties may be considered for study within the boundaries of the NERR. Once a list of properties is identified, the UWGB NERR Site Evaluation Committee will evaluate and score each property. From there, the scoring will go to the UWGB NERR Steering Committee prior to submission to NOAA.

Consideration of: Prospectus and Video Update:

Now that the criteria is received for boundary, the prospectus outline can be completed. Members will look more to the UWGB NERR fact sheet for the visitor center.

It was suggested for the prospectus to have a splash page in front that highlights the material within the body of the report. This can be followed up with an executive summary. Committee members will reach out to organizations to make sure what is communicated in the prospectus is also reflecting what their organization wants to represent. Providing a link or URL scan code would also be beneficial for individuals who would like to learn more information about a certain project or organization.

Consideration of: Outreach Strategy Update:

City of Sturgeon Bay's Common Council approved multiple sites in Sturgeon Bay for the NERR's visitor center.

Progress on the pledge drive continues.

Mr. Schuster suggested to write language in the prospectus that is used by members of the UWGB NERR Site Evaluation Committee, which may lead to higher understanding.

Moved by Ms. Hauser, seconded by Mr. Meissner to adjourn. Carried. The meeting adjourned at 9:35 a.m.

Respectfully submitted,



Laurie Spittlemeister,
Deputy Clerk/Treasurer

FINANCE/PURCHASING & BUILDING COMMITTEE
April 12, 2022

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

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

1. Roll call.
2. Adoption of agenda.
3. Public comment on agenda items and other issues related to finance & purchasing.
4. Consideration of: Resolution Providing for the Sale of Approximately \$2,455,000 General Obligation Promissory Notes.
5. Review bills.
6. Adjourn.

Carried.

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

Consideration of: Resolution Providing for the Sale of Approximately \$2,455,000 General Obligation Promissory Notes.

Brad Viegut, Managing Director of Robert W. Baird, outlined the proposed financing plan for capital projects and purchases budgeted for 2022. A general obligation promissory note in the amount of \$2,455,000 would be issued for the borrowing. He stated the financing is split to match the usefulness of the projects, creating separate repayment schedules. The capital borrowing of \$2,289,055 will be repaid over 10 years and \$92,000 will be repaid over 5 years. The estimated interest rate is 2.85%, it would be callable October 1, 2029. The initial approval of the resolution will be considered at the April 19, 2022 Common Council meeting.

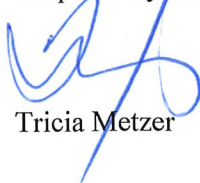
Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to approve and forward the resolution to Common Council providing for the sale of approximately \$2,455,000 General Obligation Promissory Notes. Carried.

Review bills

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

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to adjourn. Carried. The meeting 4:13pm.

Respectfully submitted,


Tricia Metzger

CITY OF STURGEON BAY
Historic Preservation Commission
Wednesday, April 14, 2022
Council Chambers, City Hall, 421 Michigan Street
11:30 A.M.

A meeting of the Historic Preservation Commission was called to order at 11:31 A.M., by Commission Chair Dave Augustson in Council Chambers, City Hall, 421 Michigan Street.

Roll Call: Members present were City Engineer Chad Shefchik, Dennis Statz, Barry Mellen, and Dave Augustson. Dr. Eric Paulsen was excused. Members Trudy Herbst and Mark Schuster were absent. Also present from the City were Planner / Zoning Administrator Christopher Sullivan-Robinson and Municipal Services Secretary Patty Quinn.

Adoption of the Agenda: Moved by Mr. Statz and seconded by Mr. Shefchik to adopt the following agenda:

1. Roll Call.
2. Adoption of the agenda.
3. Approval of meeting minutes March 30, 2022.
4. Consideration of: Roof rail system for Anthony Scimeca located 242 Michigan Street.
5. Adjourn.

All in favor. Carried.

Approval of meeting minutes from March 30, 2022: Moved by Mr. Shefchik and seconded by Mr. Mellen to approve the meeting minutes from March 30, 2022.

All in favor. Carried.

Consideration of: Roof rail system for Anthony Scimeca located 242 Michigan Street: This is a continuation of a meeting from March 30, 2022. Mr. Anthony Scimeca, 6535 Monument Bluff Pass, Egg Harbor, was present along with his wife, Claudia, and he is the owner of the Fairfield Building. Mr. Scimeca read and distributed a packet of information (see Exhibit A) that included photos, his current position on the project, and a brief summary of his plans for the roof cable rail system.

Mr. Shefchik provided answers on three questions raised at the last meeting:

- 1) What would code require if this building were new today? – Current code requirements were detailed out on a railing system on a new building in today's world. When the Fairfield Building was rehabbed back in 1998, it was done according to code and no requirements for a railing system existed at that time.
- 2) If the commission would deny railings in areas where they would not be required by today's codes, would the City or commission have any potential liability if someone were to fall? – Anyone can sue the City but it's very likely that the City would win such a lawsuit since there's no code requiring railing all around a roof.
- 3) Does the commission have the authority to require masonry that would complement the current architecture of the building versus a cable railing? – The commission can deny a request but cannot require something, but they can offer up alternatives such as harness systems.

Commission members asked various questions of Mr. Scimeca allowing him to provide his opinions on what should be done with this project and he offered up the idea of making a different request. Other

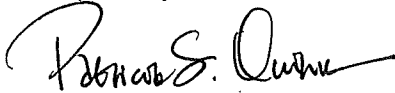
areas of concern were discussed, along with what OSHA would require today for safety. Mr. Scimeca and the commission members went through a number of suggested arrangements so that this project could be approved without further delay. Mr. Scimeca did ask if there might be any grant money available to help with this project and help was offered on any grant applications that could be used to remove any equipment from the roof.

A motion was made by Mr. Shefchik and seconded by Mr. Statz to approve the owner's presented rail concept in locations shown on the building inspector's sketch dated March 29, 2021, with the following additions: The furthest northeast point of the railing can be extended an additional 7'6" and the alley railing can be extended an additional 7'6" south; railing to be 42" high; all the railing to be roof surface mounted; the railing portion along Michigan Street to be set back off the roof to be flush with the boiler vent curbing.

All in favor. Carried.

Motion to adjourn by Mr. Statz and seconded by Mr. Augustson. All in favor. Carried. Meeting adjourned at 12:35 P.M.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Patricia S. Quinn". The signature is fluid and cursive, with the first name being the most prominent.

Patricia S. Quinn
Municipal Services Secretary

THE FAIRFIELD SB, LLC
242 Michigan
Sturgeon Bay, WI 54235

Date: April 14, 2022

Time: 11:30 AM

Purpose:

Meeting with the Historical Preservation Committee regarding their final ruling pertaining to Scimeca's request to construct a safety barrier on the roof of the building located at: 242 Michigan St. also known as the Fairfield building.

Description:

Subsequent to the first meeting with the aforementioned committee Scimeca met with the building inspector of Sturgeon Bay, Mr. Brett Temme on April 4, 2022 for the purpose of discussing the aforementioned request. As a result of weather conditions Mr. Temme chose not to go on the roof for safety concerns relative to the snow that day.

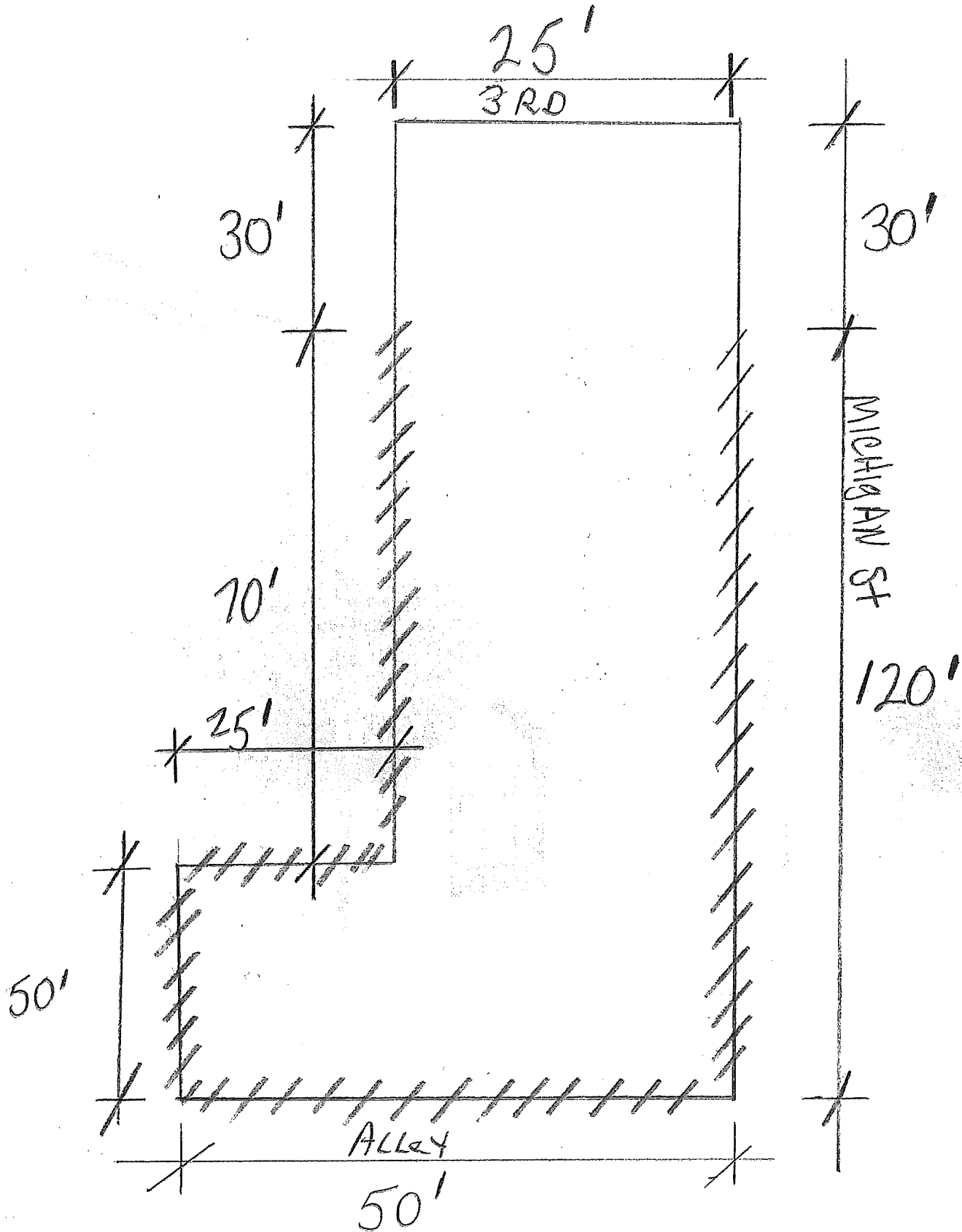
Position:

Scimeca's proposal is to construct a galvanized safety cable railing no less than 42 inches tall no greater than 60 inches tall. The system will consist of three cables. Each stanchion will be on eight-foot centers, permanently affixed to the steel decking of the building roofing system. In an attempt to show Scimeca's best effort to compromise with the committee he is willing to make the following concession: The cable system proposed will encompass the entire roof except for the following areas. There will be no safety system bordering third Avenue, and 30 feet to the east of third Avenue on both the north and south face of the building.

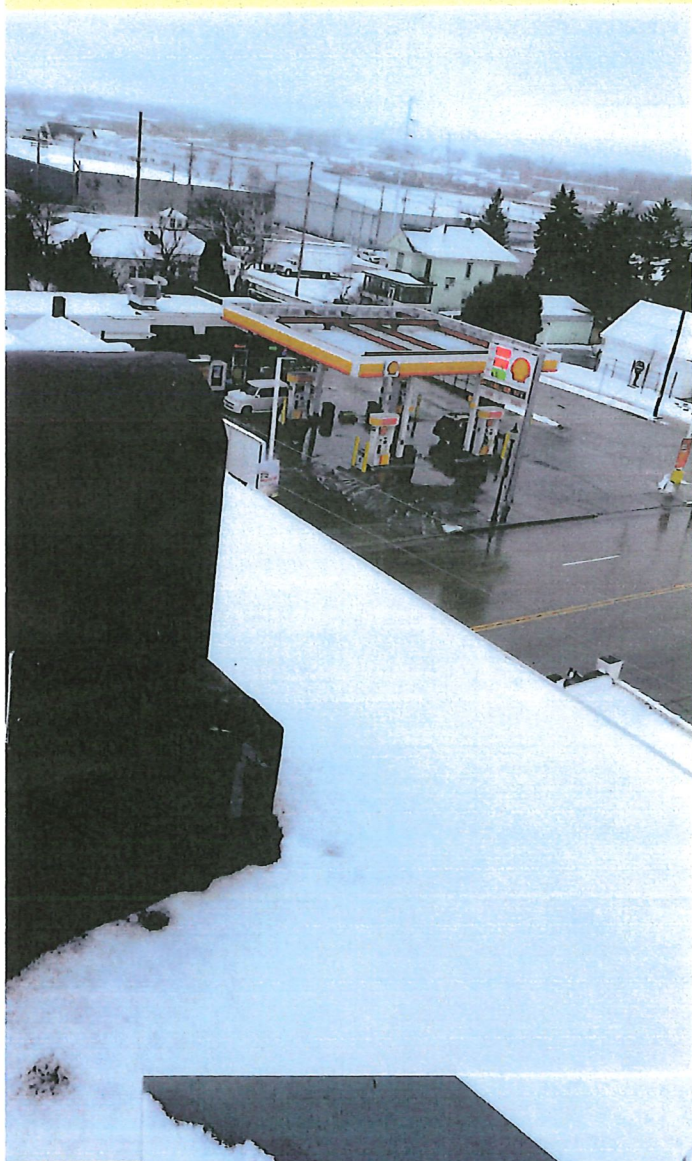
Summary:

It is and always has been Scimeca's request for this safety barrier to protect human life. Furthermore, he states human life far exceeds aesthetic value. It is Scimeca's hope that the Historical Preservation committee agrees that the preservation of human life far exceeds the historical mandate that the committee protects. He also requests that this document gets entered into the permanent notes as well as all previous documents submitted.

THE FAIRFIELD SB, LLC
242 Michigan
Sturgeon Bay, WI 54235

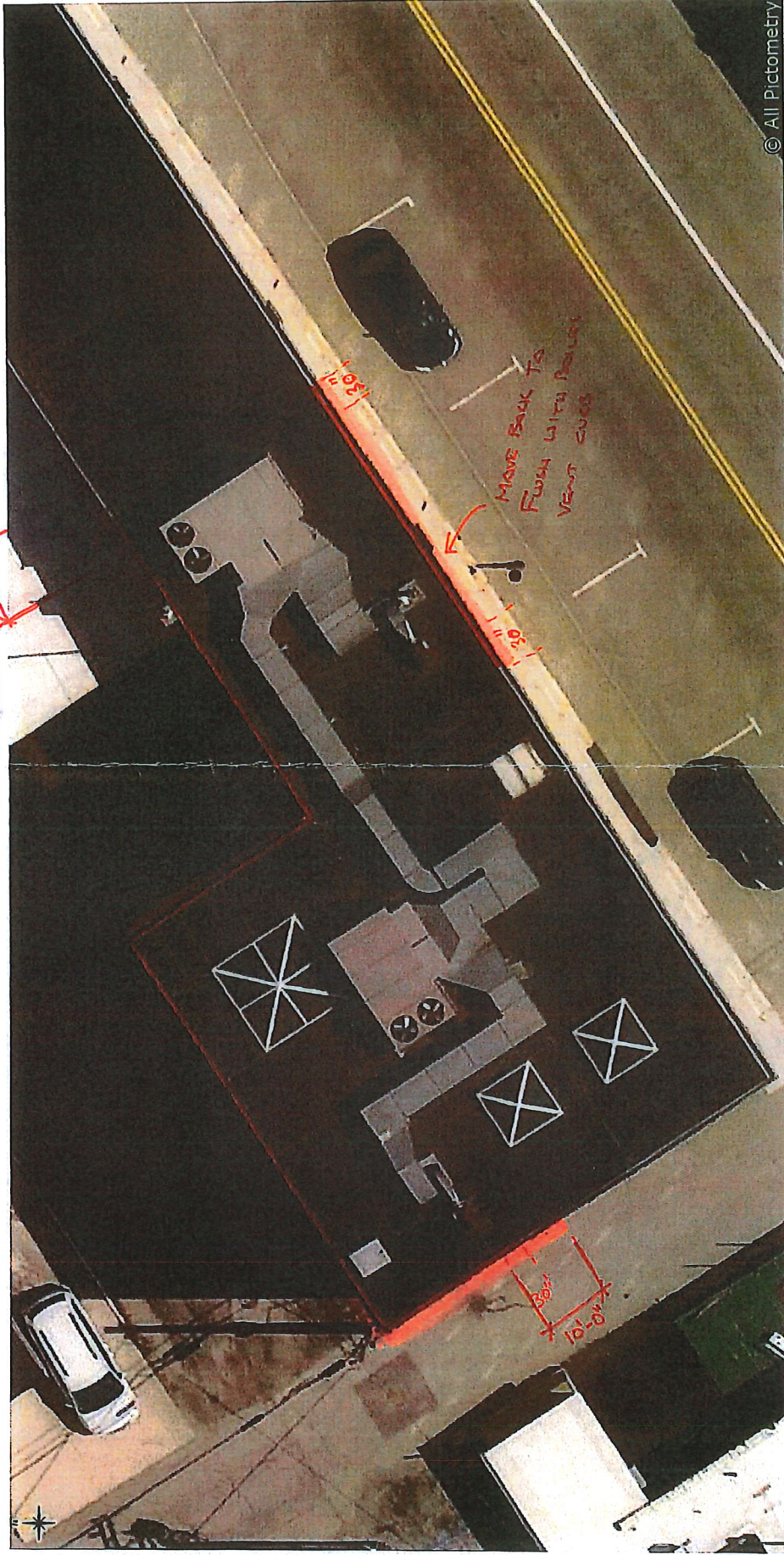


Monday April 4, 2022



8561

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© All Pictometry

**Harbor Commission Meeting
April 21, 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, Paul Mickelson and Caitlin Oleson were present. Steve Propsom was absent. Also present were City Administrator Josh VanLieshout, Municipal Services Director Mike Barker, Harbor Master Ryan Londo, Mary Gansberg – WI DNR, and Municipal Services Assistant Colleen DeGrave.

Moved by Ald. Nault, second by Paul Mickelson to adopt the following agenda:

1. Roll Call
2. Adoption of Agenda
3. Public Comment
4. Discussion of: Aquatic Weed Spraying
5. Adjourn

Carried.

Public Comment:

John Wiese, 1222 Memorial Drive and Kent Wickman, 1358 Memorial Drive spoke.

Discussion of: Aquatic Weed Spraying

Discussion took place regarding the City of Sturgeon Bay aquatic weed spraying process. Chairperson Nault gave the history of the weed spraying program in Sturgeon Bay. Discussion took place regarding what 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 staffing is one of the main reasons why it is difficult to manage the water weeds. Mary Gansberg discussed the connection between the City's Aquatic Management Plan and the DNR approving applications for chemical spraying and aquatic weed harvesting. She explained that if properties in open water areas were added to the City's Aquatic Management Plan as areas that the City would like to have sprayed, the DNR is not likely to approve of these locations. She said that the open areas are subject to more current, which spreads the chemical and makes it ineffective. Mike Barker was checking with the Coast Guard to see if any retirees might be interested in joining the water weeds crew.

Moved by Nancy Schopf, second by Steve Propsom to adjourn. Meeting adjourned at 5:05 p.m.

Respectfully Submitted,



Colleen DeGrave
Municipal Services Assistant



Kalin Montevideo
Assistant Fire Chief

CITY of STURGEON BAY FIRE DEPARTMENT

421 Michigan St
Sturgeon Bay, WI 54235

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

STURGEON BAY FIRE DEPARTMENT MARCH 2022 FIRE REPORT

MARCH INCIDENTS: 141
2022 TOTAL INCIDENTS: 417

INCIDENTS BY JURISTDICTION:

AVERAGE RESPONSE TIME:

CITY - East Side: 92 Year to Date: 256 EMERGENT: 4.14 Minutes NON-EMERGENT: 4.41 Minutes
78 – Medical Incident 02 – Vehicle Accident 02 – Carbon Monoxide Incident
02 – Cooking Fire 01 – Public Service Assistance 04 – Alarm/Detector Activation, No Fire
01 – Gas Leak 01 – Police Matter 01 – Unauthorized Burning

CITY - West Side: 34 Year to Date: 116 EMERGENT: 4.14 Minutes NON-EMERGENT: 5.20 Minutes
23 – Medical Incident 01 – Gas Leak 02 – Carbon Monoxide Incident
02 – Vehicle Accident 03 – Public Service 01 – Assist Law Enforcement/Govmt Agency
01 – HazMat Incident 01 – Smoke Scare/Odor of Smoke

Town of Sevastopol: 06 Year to Date: 11 EMERGENT: 8.02 Minutes NON-EMERGENT: 13.13 Minutes
02 – Carbon Monoxide Incident 04 – Alarm/Detector Activation, No Fire

Town of Sturgeon Bay: 08 Year to Date: 21 EMERGENT: 9.25 Minutes NON-EMERGENT: N/A
06 – Medical Incident 01 – Gas Leak 01 – Authorized/Controlled Burning

MUTUAL AID/MABAS INCIDENTS

Brussels, Union, Gardner: 0 Year to Date: 06

Southern Door: 01 Year to Date: 04
01 – Assist Law Enforcement/Govmt Agency

Jacksonport: 0 Year to Date: 03

INSPECTION REPORT:

	<u>Regular Inspections</u>	<u>Re Inspections</u>	<u>Occupancy Inspections</u>	<u>Hours</u>
Inspections – City of Sturgeon Bay:	<u>188</u>	<u>10</u>	<u>02</u>	<u>126.86</u>
Inspections – Town of Sevastopol:	<u>09</u>	<u>03</u>	<u>0</u>	<u>7.98</u>
Inspections – Town of Sturgeon Bay:	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Inspections – Town of Jacksonport:	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Sevastopol Burn Permit:

Permits Issued for Month: 06

Year to Date Permits Issued: 19

SPECIAL REPORTS, TRAINING, AND MAINTENANCE

MAINTENANCE:

Firefighters conducted maintenance and repairs on SCBA units; changed fuel on E707, E706, T712, and Truck724; made covers for spare turn out gear; replaced the lower limit switch on the hose tower; repaired an air leak at the intake switch on T712; new tires were installed on UT726; replaced the battery maintainer on E706; placed the grass fire unit onto the UTV and put into service; repaired a valve on B717 hose reel and changed the oil in the pump.

TRAINING:

258.25 hours of training were conducted in March. Firefighters trained with driver/operator procedures; rescue task force (RTF); 3 firefighters continued Blue Card Command training (online); air monitoring; Lt Austad participated in monthly dive training; AC Montevideo, Lt Austad, FF Cihlar, FF Gulley & FF Gordon completed recertification for Interspiro SCBA technician training; FF Frangipane & FF Wautier attended Waterous pump mechanics seminar in MN; Apex workplace safety online training and Chief Dietman, AC Montevideo & Lt Wiegand attended a hazardous materials tabletop exercise at Bay Shipbuilding (this exercise involved SB Fire, SB Police, US Coast Guard, WI DNR, DC Emergency Management and members from Bay Shipbuilding).

OTHER:

Fire Chief and AC attended City and other Town meetings and installed one car seat. AC Montevideo certified members of SB Police Department in CPR; On-duty firefighters gave station tours, assisted with the Girl Scout cookie distribution truck, and presented a fire extinguisher safety demo for employees at Roen Salvage.

BEVERAGE OPERATOR LICENSES

1. Guo, Qi Wen
2. Judson, Janice M
3. Krueger, Judith A.

**TEMPORARY CLASS B BEER AND TEMPORARY CLASS B WINE
LICENSES:**

Sturgeon Bay Open Bass Tournament Inc
Agent: Denise Plassmeyer
P O Box 242
Sturgeon Bay, WI 54235
Dates: May 12-May 15, 2022
Location: Sawyer Park – 36 South Neenah Ave

Open Door Pride
Agent: Steve Makovec
P O Box 792
Sturgeon Bay, WI 54235
Dates: June 25, 2022
Location: Martin Park – 207 Third Avenue- Pride Fest 2022

SIX MONTH CLASS B BEER LICENSE:

Aloha Classic Inc
Agent: Carl Bridenhagen
1028 West Maple Street
Sturgeon Bay, WI 54235
Dates: May 15, 2022 – October 1, 2022
Location: 37 West Redwood – West Side Ballfield

SIDEWALK CAFÉ PERMIT APPLICATION

Application for sidewalk café permit must include:

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

Name of applicant: Nancy Bertz

Establishment Name: Stone Harbor Resort

Address: 107 N. 1st Avenue Sturgeon Bay, WI

Phone/Email: 920-746-0700 nbertz@stoneharbor-resort.com

☒ Written Request Submitted

☒ Cert of Insurance (additional insured) submitted

☒ Scaled Diagram submitted

☒ Hold Harmless Certificate submitted

☒ Fee Paid \$220-

Date Completed Application Submitted: 4-22-22

Community Development Approval: 4-25-22 (Signature)

Department of Public Works Approval: 4-25-22 (Signature)

Date of Common Council Approval: _____

☐ Copy of Sidewalk Café Policy/Procedures provided to applicant.

☐ Copy of Sidewalk Café Ordinance provided to applicant.

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

SIDEWALK CAFÉ PERMIT APPLICATION

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

Name of applicant: Ken Glasheen

Establishment Name: Door County Fire Company

Address: 38 S. Third Ave

Phone/Email: Kenglasheen@sbcglobal.net 920-421-1654

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

Date Completed Application Submitted: 4-20-22

Community Development Approval: Martin Okey 4-22-22

Department of Public Works Approval: MBS 4/22/22

Date of Common Council Approval: _____

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

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

CITY OF STURGEON BAY

Resolution/Ordinance No. _____

**Resolution Authorizing Execution of the
Department of Natural Resources
Principal Forgiven Financial Assistance Agreement**

WHEREAS, the City of Sturgeon Bay (the "Municipality") wishes to undertake a project to replace private galvanized or iron alloy service lines at residences, pre k -12 schools and licensed and/or certified daycare centers, identified as DNR No. 5557-02 (the "Project"); and

WHEREAS, the Municipality has applied to the Safe Drinking Water Loan Program (the "SDWLP") for financial assistance in the form of a loan made by the SDWLP to the Municipality of which all the principal will be forgiven at the time that loan disbursements are made to the Municipality, pursuant to the DNR Financial Assistance Agreement; and

WHEREAS, the SDWLP has determined that it can provide a loan with principal forgiveness in an amount up to \$750,000 that it has identified as being eligible for SDWLP funding.

NOW, THEREFORE, the City Mayor and City/Village Clerk are authorized by and on behalf of the Municipality to execute the Principal Forgiven Financial Assistance Agreement that contains the terms and conditions of the SDWLP award for the Project. The Principal Forgiven Financial Assistance Agreement is incorporated herein by this reference.

Passed: _____

Approved: _____

David J. Ward Ph.D - MayorAttest: _____
Stephanie L. Reinhardt – City
Clerk/Human Resources Director



230 E. Vine Street
P.O. Box 27
Sturgeon Bay, WI 54235-0027

Phone: 920.746.2820
Fax: 920.746.2822
sbunet.com

Office Hours:
Monday-Friday
7:30am-4:30pm

Shared strength through  WPPI Energy

Date: May 3, 2022

To: Sturgeon Bay City Council

From: Jeff Hoffman/Jim Stawicki

Re: Resolution Regarding Principal Forgiven Financial Assistance Agreement

Sturgeon Bay Utilities and the Wisconsin Department of Natural Resources (WDNR) recognize the importance of replacing private galvanized or iron alloy water service lines associated with the City's water distribution system.

The City of Sturgeon Bay has been selected by the DNR to receive funding for a \$750,000 principal forgiveness loan for the 2022 construction season. These funds will be used to assist homeowners in replacing their privately-owned sections of galvanized or iron alloy water laterals at no cost to them. Under this program, we hope to replace up to 150 private water services in 2022.

On January 4, 2022 the Sturgeon Bay Common Council approved a resolution to designate Sturgeon Bay's Water-Wastewater Utility Manager as an authorized representative to manage this private side water lateral replacement program. This initial resolution authorized the utility manager to initiate the various WDNR project submittals and approvals associated with this year's project.

The additional resolution (attached) required by the WDNR outlines the final project approval stages with a "Resolution Authorizing Execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement" (i.e., how SBU will be reimbursed for our costs to administer this program). SBU is seeking the Council's approval to allow the Mayor and City Clerk to sign this resolution. Thank you for your consideration of this request.

EXECUTIVE SUMMARY

Title: Use of City Property for Protective Netting – West Side Field

Background: Northpointe Development received city approval to convert the former West Side School into apartments. One of the conditions that the City placed on the development is the installation of protective netting behind a portion of the outfield fence of the adjoining West Side Softball Field. This netting would protect vehicles and people within the parking area for the new apartments from being struck by home run balls. This type of netting is not uncommon.

Northpointe received approval from Public Works Director Mike Barker for the amount, type, and height of the netting. The developer is requesting to install a portion of the required netting on city property. The property line between the softball field and the new apartment building is beyond the outfield fence. Due to the location of the parking area, as well as underground gas and water lines, it is more convenient to place the posts on City property. Public Works and Community Development Departments are agreeable to the proposed arrangement subject to:

1. The posts need to be at least six feet behind the outfield fence to allow for access and lawn mowing. Final locations to be field verified by Public Works prior to installation
2. All maintenance of the posts and netting are the responsibility of the developer (or future assigns). If the protective netting is no longer required (e.g. if the softball field is no longer used), then the posts are to be removed at developer's (or future assign's) expense.

If the Council is OK with the proposal, staff can work with the developer on any official documentation required.

Fiscal Impact: None. The protective netting, regardless of location, will be installed at the expense of the developer.

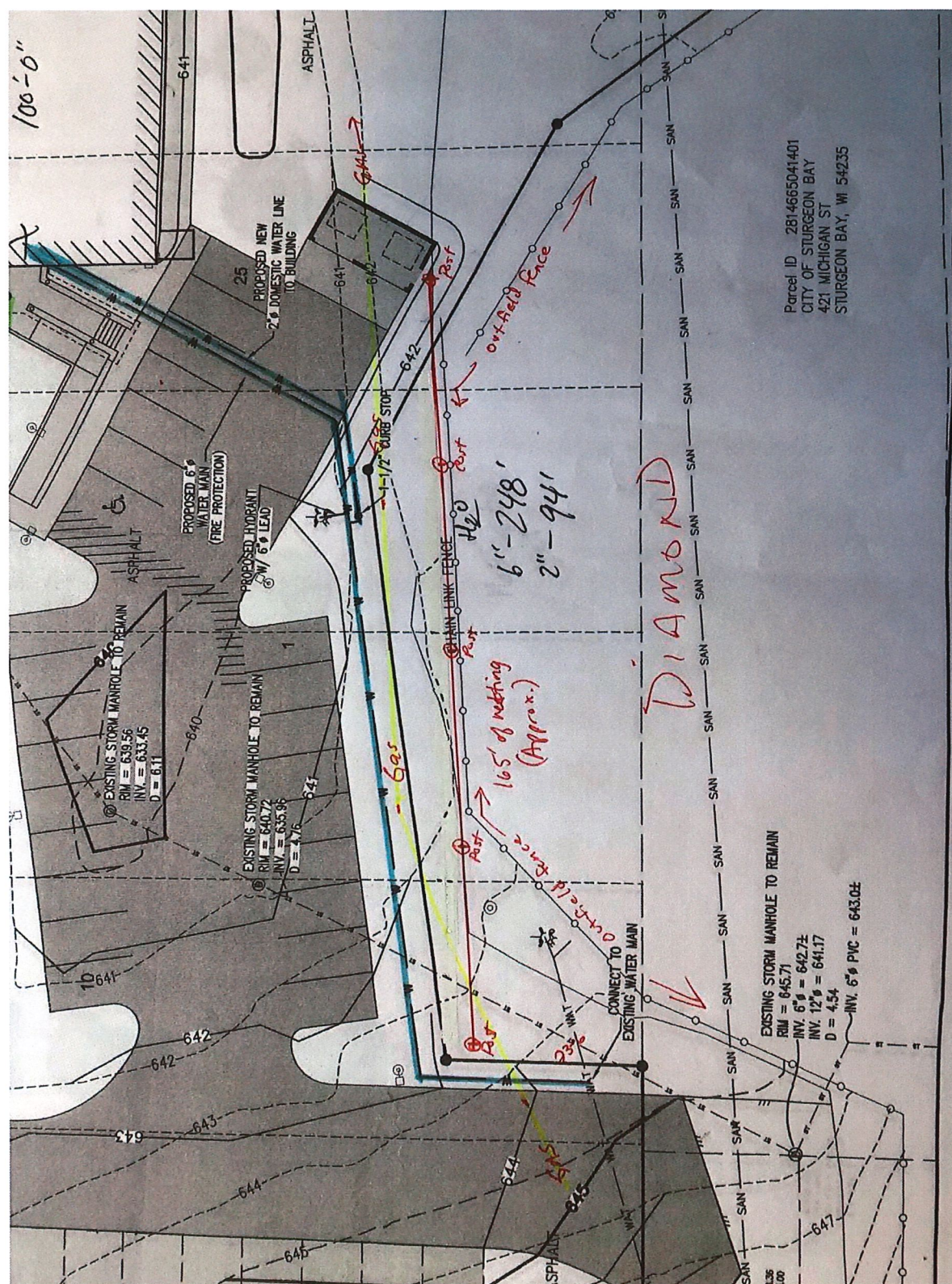
Recommendation: Approve the protective netting to be placed across the city property, subject to the conditions mentioned above.

Prepared by: Martin Olejniczak
Martin Olejniczak, Community Development Director

4-27-2022
Date

Reviewed by: Mike Barker
Mike Barker, Public Works Director

4-27-2022
Date



Drawing showing protective netting (red) in relation to the lot lines (black)

EXECUTIVE SUMMARY

Title: Purchase Agreement – TTX Leasing, Inc – 4.41 acres on S. Neenah Ave

Background: In 2018 the Sturgeon Bay Common Council approved an Option to Purchase an industrial park parcel by TTX Leasing, Inc. (Therma-Tron-X). The parcel is 4.41 acres immediately south of the TTX manufacturing site. TTX is now ready to exercise the Option to Purchase and obtain the property. They are proposing another expansion and the additional property is now needed. The new building will be attached to their current building on their current property, but the additional land is required to relocate parking and drive lanes and for any additional potential expansion in the future.

City Attorney Jim Kalny and TTX attorney Jim Smith jointly crafted a Purchase Agreement, Development Agreement, and Option to Repurchase for this industrial park sale. The documents follow the parameters of the original Option to Purchase document and also the various requirements of the City's industrial park policies. These requirements specify the purchase price, financial credits for construction and job creation, minimum construction, and the ability for the City to reacquire the parcel if TTX abandons its plan to expand its facility. Although the documents follow the previously approved and recorded Option to Purchase as well as the adopted industrial park policies, the City Attorney believes the Common Council should still formally act upon the documents because they contain the specific requirements and also to provide a clear record of approval for the title company.

Fiscal Impact: The sale price is \$132,300 for the 4.41 acres, but only \$44,100 is paid at closing. Per the industrial park policies, the remaining amount is mortgaged for up to three years. During that time TTX can receive credits for the amount of property value created through new construction and for each additional job created. These credits get applied to reduce or wipe out the mortgage. But if not enough financial credits are received, TTX must pay the remaining balance after the three year period expires.

Recommendation: Approve the Purchase Agreement, Development Agreement, and Option to Repurchase for the sale of 4.41 acres to TTX Leasing, Inc.

Prepared by: Martin Olejniczak
Martin Olejniczak, Community Development Director

4-27-22
Date

Reviewed by: Valerie Clarizio
Valerie Clarizio, Finance Director

4/27/22
Date

**STURGEON BAY INDUSTRIAL PARK
PURCHASE AGREEMENT,
DEVELOPMENT AGREEMENT,
AND OPTION TO REPURCHASE**

This Sturgeon Bay Industrial Park Purchase Agreement, Development Agreement, and Option to Repurchase ("Agreement") is made this ____ day of April, 2022, by and between the City of Sturgeon Bay, Wisconsin, a Wisconsin municipal corporation ("Seller") and TTX Leasing, Inc., a Wisconsin corporation ("Buyer").

RECITALS

A. Seller is the owner of a parcel of land located in the City of Sturgeon Bay Industrial Park which is legally described as Lot 2 of Certified Survey Map No. 3169, recorded at Volume 19 of Certified Survey Maps, Page 221, Document No. 811241, Door County Records, located in Subdivision 66, Section 18, Township 27 North, Range 26 East, City of Sturgeon Bay, Door County, Wisconsin a parcel consisting of 4.41 acres more or less. ("Property").

B. Seller wishes to sell the Property to Buyer on the terms and conditions hereinafter set forth, and Buyer wishes to purchase the Property from Seller on said terms and conditions as hereinafter set forth.

NOW, THEREFORE, Seller and Buyer agree as follows.

AGREEMENT

I. CONVEYANCE TERMS.

1. **Purchase Price.** The purchase price shall be \$132,300.00 (\$30,000.00 per acre) less price reduction incentives as provided herein. \$ 44,100.00 shall be paid by Buyer to Seller at closing. The Property shall be subject to a mortgage bearing no interest for a three year term. At the 3 year anniversary of closing the remainder of the purchase price, subject to the incentives provided in Article I Section 2 of this Agreement, shall be due in full.
2. **Incentives.** Developer shall receive the following credits earned during the 3 year term of the mortgage, to be subtracted from the purchase price:
 - a. Jobs credits of \$4,000/job for each new full time equivalent (FTE) job that pays at least \$15.00/hour, exclusive of benefits.
 - b. Real Estate Investment Credit of \$4,000 for each \$100,000 in real estate improvements.

3. **Time of the Essence.** Time shall be of the essence as to:

- a. The closing date.
- b. Occupancy of the Property.
- c. Closing. Closing shall occur not more than 6 months following the execution of this Agreement, within 10 days of the filing of an application for a building permit as provided at Article II, Section 3 of this Agreement, at the office of Peninsula Title Company located in Sturgeon Bay, Wisconsin.

4. **Title Evidence.** Seller shall provide to Buyer at Seller's expense, not later than ten (10) days prior to closing, a commitment from a title insurance company licensed in Wisconsin to issue title insurance in the amount of the purchase price upon recording of proper documents, showing title to the Property as of a date no more than fifteen (15) days before such title proof is provided to Buyer to be in the condition called for in this Agreement, and further subject only to standard exceptions, as appropriate. Buyer shall notify Seller of any valid objection to title in writing by not later than closing, and Seller shall have a reasonable time, but not exceeding fifteen (15) days to remove the objection(s), and closing shall be extended as necessary for this purpose.

5. **Good Faith.** Seller and Buyer agree to act in good faith and use diligence in completing the terms of this Agreement. This Agreement binds and inures to the benefit of the parties hereto and their successors in interest.

6. **Conveyance of Title.** Seller shall, upon payment of \$44,100.00, the execution of a mortgage to the Seller in the amount of \$88,200.00 less incentives as provided in this Agreement (City Mortgage) and an application for a building permit for the construction of improvements on the Property, convey the Property to Buyer by warranty deed, free and clear of all liens and encumbrances, except municipal and zoning ordinances, recorded easements for public utilities and drainage facilities, if any, building and use restrictions and covenants, if any, general taxes levied in the year of closing, provided none of the foregoing prohibit Buyer's intended use of the Property. Seller and Buyer shall complete and execute all documents necessary to complete this sale, and Buyer shall record the documents of conveyance at Buyer's expense.

- a. **Legal Possession.** Legal possession of the Property shall be delivered to Buyer on the date of closing subject to the right on the part of the Roger Anderson family, as current lessee of the Property, having removed any crops growing on the Property during the current year.

7. **Representations and Warranties.** Seller represents that maps on file at the Door County Government Center indicate that no portion of the Property is located in a flood plain nor

in a wetland. Seller further warrants and represents that the Property is zoned 1-1A which is suitable for Buyer's intended use of the Property. Seller represents to Buyer that Seller has no notice or knowledge of any underground storage tanks, nor the presence of any dangerous or toxic materials or other environmental conditions affecting the Property. Seller puts Buyer on notice that there is an abandoned underground Wisconsin Public Service utility line which crosses the Property.

8. **Proration of Taxes.** The following items shall be prorated as of the day of closing: general real estate taxes for the year 2022, if any.
9. **Special Assessments.** Special assessments, if any for work on site actually commenced or levied prior to the date of this Agreement, shall be paid by Seller.

II. DEVELOPMENT AGREEMENT

1. **Improvements to be Constructed.** Buyer agrees to construct not less than 15,000 square feet of additional industrial space within eighteen (18) months following consummation of the closing of the land purchase transaction referred to herein. The required construction may be located on the subject Property or on adjoining property owned by Buyer in the Sturgeon Bay Industrial Park. The commercial building shall be substantially complete by the expiration of such eighteen (18) month term. Substantial completion shall be accomplished when a certificate of occupancy of the structure has been provided by the City of Sturgeon Bay Building Inspector. Should Buyer fail to complete such construction within the 18-month term set forth herein through no fault of Buyer, Buyer may request a 9-month extension, which extension shall not be unreasonably denied by the City of Sturgeon Bay ("City").
2. **Utilities.** Sewer, water, electrical, natural gas, and telephone utilities shall be available to the site and supplied to the boundaries of the Property by the City.
3. **Building Permit.** Buyer shall apply for and obtain a building permit for the industrial improvements outlined herein at the sole cost of Buyer, provided Buyer submits the required documentation to the City of Sturgeon Bay Building Inspector. Buyer shall obtain, directly or through its agents, approval from the State of Wisconsin and all other necessary regulatory agencies for such improvements. Buyer shall use due diligence in making application and supplying information in a timely manner for all necessary permits and approvals. No building permit shall be issued for any improvements which are below the minimum building size under the City of Sturgeon Bay Industrial Park development policies approved by the Common Council of the City of Sturgeon Bay for the Property, which is currently 15,000 sq. ft.
4. **Construction.** Buyer shall cause the improvements as identified herein to be constructed in accordance with all applicable federal, State of Wisconsin, County of Door, and City of Sturgeon Bay laws, ordinances, and regulations. The structural requirements of the facility

will be constructed according to adopted Building Codes. Construction shall proceed in a timely and expeditious manner; and the building site, once construction is commenced, shall not remain inactive for an unreasonable period of time.

5. **Completion.** Buyer shall complete construction of the improvements upon the site, in accordance with its approved plans, so that a certificate of occupancy has been received by Buyer within eighteen (18) months of the closing of the purchase transaction for the Property. Time is of the essence as to this date.
6. **Restriction on Sale of Property.** Buyer may not sell, transfer, or otherwise convey the Property prior to the completion of construction of the improvements required herein. Any attempt to convey the Property prior to the completion of construction and without the prior written consent of the City of Sturgeon Bay shall be ineffective and void. This provision does not, however, prevent Buyer from granting a valid mortgage interest in the Property.

III. OPTION TO REPURCHASE

1. Buyer ("Optionor") grants to Seller ("City") the following option to purchase the Property ("Option") on the following terms and conditions.
 - a. If Optionor's present intention to build commercial manufacturing space of at least 15,000 sq. ft. on either the Property or property adjoining the Property which is owned by Optionor changes, and Optionor wishes to dispose of the Property, then Optionor shall notify City in writing by certified mail, return receipt requested, that it wishes to dispose of the Property. Upon receipt of said notice from Optionor, City shall have sixty (60) consecutive calendar days to exercise the Option granted herein to repurchase the Property at the price paid at the time of such notice by Optionor to City for the Property. This Option shall be deemed to have been exercised when City responds to Optionor within the aforesaid sixty (60) day period with a letter or other document declaring City's intent to exercise the Option granted herein. Thereafter, City shall tender the amount of purchase price paid to Optionor in full within thirty (30) days of City providing notice of its intent to exercise the Option, and thereafter, Optionor agrees to convey the Property to City via Warranty Deed, free and clear of all liens and encumbrances. Optionor shall be responsible for any delinquent real estate taxes, and prorated real estate taxes, special assessments, mortgages or other encumbrances created by Optionor (other than the City Mortgage), and other special charges levied of record against the Property but remaining unpaid as of the date of conveyance. City may deduct said real estate taxes, special assessments, and special charges from the purchase price tendered to Optionor. If City does not respond to Optionor's initial notice of its wish to dispose of the Property within sixty (60) consecutive calendar days, or if City does not tender the purchase price within thirty (30) consecutive calendar days after City's notice of intent to exercise the Option herein granted, with appropriate

modifications as described above, if any, then this Option shall be null and void, and of no further legal effect without further action by either party however the remaining obligations of the Optionor under this agreement shall survive.

- b. If Optionor has not physically commenced construction of commercial manufacturing space containing not less than 15,000 sq. ft. within eighteen (18) months following the date of execution of this Option, City may, at any time thereafter, provide written notice to Optionor by certified mail, return receipt requested, of its intent to exercise the option granted herein to repurchase the Property at the price paid by Optionor to City. City shall tender the amount of the purchase price paid at date of demand, less any adjustments for delinquent and prorated real estate taxes, special assessments, mortgages and encumbrances created by Optionor (other than the city mortgage) and special charges levied and of record from said purchase price within thirty (30) days and Optionor agrees to provide to the City a Warranty Deed for the Property. Optionor agrees and represents that said conveyance by Optionor shall be free and clear of all liens and encumbrances at the time of the delivery of said Warranty Deed.
2. If Optionor does not complete construction of commercial manufacturing space of at least 15,000 sq. ft. on the Property or on adjoining property owned by the Optionor within eighteen (18) months from the date of issuance of the original building permit issued to Optionor, then City may exercise this Option in accordance with the terms and procedures described in Paragraph 1b. above. For the purposes of this Option, completion of construction occurs with the issuance of the occupancy permit by the Building Inspector's Office. If construction is completed as described above, then this Option shall become automatically and permanently null, void, and of no further legal effect without further action by either party.

IV. MISCELLANEOUS

1. **Governing Law.** This Agreement has been entered into and will be governed by the laws of the State of Wisconsin, without regard to conflict of laws principles.
2. **Exclusive Venue.** The exclusive venue for any legal proceeding involving the interpretation or enforcement of this Agreement shall be the circuit court for Door County, Wisconsin, the parties acknowledging that the exclusive venue is the most convenient and appropriate venue or all possible venues.
3. **Modifications.** No modifications to this Agreement shall be made except in writing signed by the parties.
4. **Authority to Execute Agreement.** Each of the individuals signing this Agreement represents and warrants to the other party that such individual has been duly authorized to execute this Agreement on behalf of the party they purport to represent.

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

6. **Survival.** All agreements, representations, warranties, covenants, liabilities and obligations made in this Agreement or in any document delivered pursuant to this Agreement shall survive the execution and delivery of this Agreement.

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

If to Developer:

TTX Leasing Inc.
1155 S. Neenah Avenue
Sturgeon Bay, WI 54235

Attn: Roger Kinnard
Email: rkinnard@txinc.com

With a copy to:

Pinkert Law Firm LLP
P.O. Box 89
454 Kentucky Street
Sturgeon Bay, WI 54235

Attn: James R. Smith
Email: jsmith@pinkertlawfirm.com

If to the City:

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

With a copy to:

City of Sturgeon Bay
Sturgeon Bay, WI 54235
Attn: Marty Olejniczak
Email: molejniczak@sturgeonbaywi.org

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

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

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

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

11. **Force Majeure.** If any party is delayed or prevented from timely completing construction of the Project, by reason of fire, earthquake, war, flood, riot, strikes, labor disputes, pandemic, epidemic, governmental restrictions, judicial order, public emergency, or other causes beyond the control of the party obligated to perform, performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.

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

13. **No Construction Against Drafter.** This Agreement is the product of negotiation among all of the parties hereto and no term, covenant or provision herein or the failure to include a term, covenant or provision shall be construed against any party hereto solely on the basis that one party or the other drafted this Agreement or any term, covenant or condition contained herein.

[Signature page(s) follow(s).]

TTX Leasing, Inc.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
)ss.
DOOR COUNTY)

Personally appeared before me this ____ day of _____, 2022, the above-named _____ and _____, to me known to be the persons who executed the foregoing agreement on behalf of said corporation and by its authority.

Name: _____

Notary Public, State of Wisconsin

My Commission expires: _____

CITY OF STURGEON BAY, WISCONSIN

By: _____
David J. Ward, Mayor

Attest: _____
Stephanie L. Reinhardt, City Clerk

STATE OF WISCONSIN)
)ss.
DOOR COUNTY)

Personally appeared before me this ____ day of _____, 2022, the above-named David J. Ward and Stephanie L. Reinhardt, the Mayor and City Clerk, respectively, of the City of Sturgeon Bay, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority.

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

This document drafted by:
Attorney James R. Smith
Pinkert Law Firm LLP
454 Kentucky Street,
P.O. Box 89
Sturgeon Bay, WI 54235

f:\clients\ttx\ttx leasing\purchase from city - lot 2 csm#3169\purchase agrmt, development agrmt & option to repurchase - kalny draft & revised by jrs 04-21-22.docx

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

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

Respectfully submitted,
FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: April 26, 2022

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

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

VanLieshout, Josh

From: Beth Renstrom <elizabeth.j.renstrom@gmail.com>
Sent: Tuesday, April 19, 2022 8:19 PM
To: VanLieshout, Josh
Cc: Olejniczak, Marty; Reinhardt, Stephanie; Miller, Suzanne; Barker, Michael; Hauser, Laurel
Subject: Re: Granary Lead Times.

Thanks Josh. The landscaping and site restoration are being worked on under a different schedule since that isn't Greenfire. We have some high level target dates but are waiting to make sure that we are good to go before firming anything up. I can speak to that at the meeting if needed.

Beth

On Tue, Apr 19, 2022 at 4:59 PM VanLieshout, Josh <jvanlieshout@sturgeonbaywi.org> wrote:

Hi Beth,

I think the Council will appreciate seeing dates and project milestones in the schedule. It is up to you, but you might consider including site restoration and landscaping in the project timeline. This is often an aspect of the project that is left unaddressed until the very end, this is understandable as landscaping is often a contract separate from general construction. However my experience has been that landscapers book early, and are often hard to get in and done on time.

If I don't hear from you, I will include your email below, the previous letter from the Door County Community Foundation and the schedule in the packet for the Finance Committee and Common Council.

Josh

From: Beth Renstrom <elizabeth.j.renstrom@gmail.com>
Sent: Tuesday, April 19, 2022 11:19 AM
To: Olejniczak, Marty <MOlejniczak@sturgeonbaywi.org>; VanLieshout, Josh <jvanlieshout@sturgeonbaywi.org>
Cc: Reinhardt, Stephanie <sreinhardt@sturgeonbaywi.org>; Miller, Suzanne <smiller@sturgeonbaywi.org>; Peranteau, Mary Beth <MPeranteau@wheelerlaw.com>; Hauser, Laurel <lduffinhauser@gmail.com>
Subject: Re: Granary Lead Times.

Josh and Marty,

Attached please find the summary project plan from Greenfire Management for the Finance Committee meeting on April 26.

Let me know if there are any questions.

Thanks,

Beth

On Thu, Apr 7, 2022 at 1:32 PM Beth Renstrom <elizabeth.i.renstrom@gmail.com> wrote:

Hello Josh and Marty,

Thank you for your time last week to discuss the delays we are encountering on long lead time items for the Granary project. As you are aware, supply chain issues are heavily impacting the construction industry. Chad Greuel, Greenfire Supervisor, has identified the long lead times for several critical-path Granary items and potential related issues as they affect our timeframe (see below.) Based on our discussions with our construction management company, Greenfire, our Architect, LADALLMAN, and our engineer, Beane Engineering, we feel that an 11 month extension will enable us to finish by end of April next year, possibly earlier if winter conditions comply and supply chain lead times decrease. Attached please find the proposed amendment for our 11 month extension, to April 30, 2023, for the SBHSF Granary Project's Development Agreement. Also attached is a letter from Bret Bicoy, President of Door County Community Foundation, regarding our financial status. We had discussed this being presented to the Finance Committee for their April 12 meeting. Let me know if you have any questions..

As a project update, we are currently awaiting the delivery of the original columns that have been refurbished by wood specialists based on engineering specifications. The Granary will move in the next few weeks over the new pilings and foundation where the columns and new sheer walls will be installed. We are excited to continue moving forward on this important historic project for Sturgeon Bay and Door County!

Thanks,

Beth

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

From: **Chad Greuel** <chad.greuel@greenfire.com>

Date: Thu, Apr 7, 2022 at 12:36 PM

Subject: Granary Lead Times.

To: Beth Renstrom <elizabeth.i.renstrom@gmail.com>
Cc: Brett Christofferson <brett.christofferson@greenfire.com>

Hi Beth,

In response to your inquiry about the long lead time items for the Granary, here are the longest lead time items.

- Electric Panels and Meter Socket- 23 weeks minimum.
- Windows- 6 to 8 months. With that number, installation could happen in the winter months. If that happens, Caulking could definitely be a constraint and may need to be finished in spring temps.
- Fire suppression equipment is somewhat erratic with lead times and could also be 4-6 months.

Also with this ever changing volatile market that we live in, I certainly wouldn't be surprised if those times increased. But based off the information to date, this is what we have to work with.

Thank you!



GREENFIRE
BUILDERS OF THE FUTURE

Chad Greuel

Superintendent

M: 920.360.4549

O: 715.863.2510

chad.greuel@greenfire.com

[Milwaukee](#) | [Wausau](#)

greenfire.com

Beth Renstrom

Executive Director, Granary Project

Sturgeon Bay Historical Society

847-800-8388



Wisconsin State Historic Registry 2017, National Historic Registry 2018, National Trust for Historic Preservation 2021

'Preservation is simply having the good sense to hold on to things that are well designed, that link us with our past in a meaningful way, and that have plenty of good use left in them.' Richard Moe, National Trust for Historic Preservation

--
Beth Renstrom

Executive Director, Granary Project

Sturgeon Bay Historical Society

847-800-8388



Wisconsin State Historic Registry 2017, National Historic Registry 2018, National Trust for Historic Preservation 2021

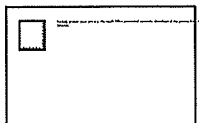
'Preservation is simply having the good sense to hold on to things that are well designed, that link us with our past in a meaningful way, and that have plenty of good use left in them.' Richard Moe, National Trust for Historic Preservation

--
Beth Renstrom

Executive Director, Granary Project

Sturgeon Bay Historical Society

847-800-8388



Wisconsin State Historic Registry 2017, National Historic Registry 2018, National Trust for Historic Preservation 2021
'Preservation is simply having the good sense to hold on to things that are well designed, that link us with our past in a meaningful way, and that have plenty of good use left in them.' Richard Moe, National Trust for Historic Preservation



GREENFIRE
BUILDERS OF THE FUTURE

Tewele and Brandeis Granary Sturgeon Bay, Wisconsin Project Construction Schedule

Project Manager: Brett Christofferson
Cell: (920) 810-4757 | E-mail: brett.christofferson@greenfire.com
Project Superintendent: Chad Greuel
Cell: (920) 360-4549 | Email: chad.greuel@greenfire.com

ID	Task Name	Duration	Start	Finish	% Complete
1	Tewele and Brandeis Granary	332 days	Tue 10/19/21	Wed 1/25/23	19%
2	Design, Budgeting and Planning Phase	154 days	Tue 10/19/21	Fri 5/20/22	86%
3	Design	140 days	Tue 10/19/21	Tue 5/3/22	99%
4	Complete Construction Documents	120 days	Tue 10/19/21	Mon 4/4/22	100%
5	Receive Early Start Permit from City of Sturgeon Bay	0 days	Thu 12/16/21	Thu 12/16/21	100%
6	Construction Documents Approved by State of WI	0 days	Fri 4/8/22	Fri 4/8/22	100%
7	City of Sturgeon Bay Approval of Revised Timeline - 4/26 Finance Committee Meeting	0 days	Tue 4/26/22	Tue 4/26/22	0%
8	City of Sturgeon Bay Approval of Revised Timeline - 4/26 Common Council Meeting	0 days	Tue 5/3/22	Tue 5/3/22	0%
9	Bid Package 3	20 days	Mon 4/25/22	Fri 5/20/22	0%
10	Bid Package 3 - (Carpentry, Finishes, Stewwork, Building Shell)	15 days	Mon 4/25/22	Fri 5/13/22	0%
11	Owner Approval of Bid Package 3	3 days	Mon 5/16/22	Wed 5/18/22	0%
12	Award Bid Package 3 Subcontracts	2 days	Thu 5/19/22	Fri 5/20/22	0%
13	Procurement Phase	140 days	Mon 5/23/22	Fri 12/2/22	0%
14	Bid Package 3	140 days	Mon 5/23/22	Fri 12/2/22	0%
15	Fab and Deliver MEPPF Equipment	16 wks	Mon 5/23/22	Fri 9/9/22	0%
16	Fab and Deliver Doors Frames and Hardware	10 wks	Tue 5/31/22	Mon 8/8/22	0%
17	Fab and Deliver Triple Hung Windows	26 wks	Mon 6/6/22	Fri 12/2/22	0%
18	Fab and Deliver Millwork	8 wks	Mon 8/1/22	Fri 9/23/22	0%
19	Construction Phase	272 days	Mon 12/27/21	Tue 1/10/23	5%
20	Phase 1a - Foundations	43 days	Mon 12/27/21	Wed 2/23/22	100%
21	Install Piling	10 days	Mon 12/27/21	Fri 1/7/22	100%
22	Prep and Form Structural Slab	5 days	Tue 1/25/22	Mon 1/31/22	100%
23	Pour Structural Slab	2 days	Wed 2/2/22	Thu 2/3/22	100%
24	Form and Pour Addition Foundation Walls	5 days	Fri 2/4/22	Thu 2/10/22	100%
25	Phase 1a Complete	0 days	Wed 2/23/22	Wed 2/23/22	100%
26	Phase 1b - Relocation / Addition / Finishes	199 days	Thu 4/7/22	Tue 1/10/23	1%
27	Final Placement of Granary	49 days	Thu 4/7/22	Tue 6/14/22	11%
28	Relocate Granary Building to New Location	2 days	Thu 4/7/22	Fri 4/8/22	100%
29	Install Structural Framing	15 days	Mon 5/23/22	Fri 6/10/22	0%
30	Lower Granary onto shear walls and Timbers	2 days	Mon 6/13/22	Tue 6/14/22	0%
31	Building Addition and Finishes	150 days	Wed 6/15/22	Tue 1/10/23	0%
32	Erect Addition Structure	20 days	Wed 6/15/22	Tue 7/12/22	0%
33	Install Enclosure Systems	40 days	Wed 7/13/22	Tue 9/6/22	0%
34	Interior MEPPF	40 days	Wed 7/27/22	Tue 9/20/22	0%
35	Install Exterior Utilities	20 days	Wed 9/7/22	Tue 10/4/22	0%
36	Interior Finishes	90 days	Wed 9/7/22	Tue 1/10/23	0%
37	Install Exterior Hardscape & Landscaping	30 days	Tue 9/6/22	Mon 10/17/22	0%
38	Install Large Triple Hung Windows	10 days	Mon 12/5/22	Fri 12/16/22	0%
39	Completion Phase	11 days	Wed 1/11/23	Wed 1/25/23	0%
40	Punch list	1 day	Wed 1/11/23	Wed 1/11/23	0%
41	Construction Contingency	5 days	Thu 1/12/23	Wed 1/18/23	0%
42	Complete Initial Punchlist Activities	5 days	Thu 1/19/23	Wed 1/25/23	0%
43	Certificate of Occupancy	0 days	Wed 1/25/23	Wed 1/25/23	0%



**Door County
Community
Foundation, Inc.**

April 4, 2022

Board of Directors

Sally O'Brien
Chair

Jeff Ottum
Vice Chair

Grace Rossman
Secretary

Rob Davis
Treasurer

Marcia Smith
Past Chair

Fred Anderson

Inge Bacon

John Herlache

Roger Johnson

Sharon Lutsey

Keith Mutchler

Barb Sajna

Jim Vander Heiden

Vicki Wilson

Dick Egan
Emeritus Director

Bret N. Bicoy
President & CEO

The Honorable David J. Ward
Mayor of the City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI 54235

Dear Mayor Ward,

At the request of the Sturgeon Bay Historical Society, I've been asked to offer you some comments on the progress of the fundraising efforts for the restoration of the Teweles and Brandeis Granary.

As with most campaigns, a Campaign Leadership Team is created consisting of people dedicated to raising sufficient funds to bring the project into reality. The granary project's volunteer Campaign Leadership Team began with:

Nancy Aten

Kelly Catarozoli

Dan Collins

Marianne Ewig

Nancy Goldberg

Laurel and John Hauser

Jim and Donna Janning

Niki Kaftan

Chris and Dave Kellems

Christie MacDonald Weber

Kevin Quinn

Beth Renstrom

As with any campaign, donors to the project often become more involved after it's launched. I'm pleased to report that since the campaign began, two highly respected Door County philanthropists have joined the Campaign Leadership Team. Tim Stone has extensive campaign experience, volunteering his time to raise money for the City of Sturgeon Bay's NERR effort, the recent Northern Sky Theater construction, and the ongoing work of the Door County Land Trust. Similarly, Rob Davis has long been an advocate for the Ridges Sanctuary and is also the current Treasurer of the Door County Community Foundation's Board of Directors.

Further, to our knowledge, the Historical Society is current with all its financial obligations to its contractors. In summary, I'm pleased to report that the campaign is progressing in a manner typical of any effort of this size and consequently we continue to believe that with continued focus and hard work, the Campaign Leadership Team will be able to realize their goal.

Warm regards,

Bret N. Bicoy

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment") is made as of the ____ day of _____, 2022, between The CITY OF STURGEON BAY (the "City") and STURGEON BAY HISTORICAL SOCIETY FOUNDATION, INC. ("SBHS"). The City and SBHS may be individually referred to as "Party" and collectively referred to as "Parties".

RECITALS

A. On July 22, 2019, the City approved a Development Agreement, by which the Parties set forth the terms by which SBHS would restore the Granary, as defined therein, on the Property. On March 16, 2020, the City approved a First Amendment to Development Agreement which modified certain terms and exhibits of the Development Agreement. On December 15, 2020, the City approved a Second Amendment to Development Agreement which, among other things, incorporated the terms of the Lakebed Sublease between the Parties effective as of October 6, 2020. The Development Agreement, as amended by the First and Second Amendments to Development Agreement, is referred to herein as the "Agreement". Capitalized terms used in this Second Amendment shall have the meaning given to them in the Agreement, except as otherwise defined in this Second Amendment.

B. SBHS has diligently pursued plans and approvals for the reconstruction of the Granary, including completion of the foundation and certain work required as a condition of the Historic Fill Exemption for the Granary site approved by the Wisconsin Department of Natural Resources on December 16, 2021 and incorporated by reference in the First Amendment to Lakebed Sublease between the Parties effective as of January 4, 2022.

C. Due to circumstances beyond the Parties' control associated with the global COVID pandemic, including but not limited to delays in the procurement of construction materials created by supply chain interruptions, the Parties recognize the need to extend the substantial completion date for the Granary reconstruction project.

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

1. Incorporation of Agreement. The Agreement is hereby incorporated into this Third Amendment in its entirety, except to the extent modified by this Third Amendment. Reference to "this Third Amendment" shall include the Agreement as modified.

2. Recitals Part of Amendment. The recitals above are true and are an integral part of this Third Amendment on which the Parties are relying in entering into this Third Amendment.

3. Amendment. Section 3(b) of the Agreement is amended to state as follows:

The Project shall be substantially completed in compliance with the Plans no later than ~~June 1, 2022~~ **April 30, 2023**. Substantial completion shall be deemed to have occurred when an occupancy or other appropriate use permit has been issued by the City. Outstanding minor "punchlist" items shall not prevent issuance of such permits.

4. Reaffirmation of Representations and Warranties. Each Party hereby represents and warrants to the other that the representations and warranties made by such Party in the Agreement remain true in all material respects.

5. Due Authority. Each person signing this Agreement represents to the other that each person signing this Amendment on such Party's behalf has been authorized by all necessary action to execute and deliver this Amendment and to bind such Party to its terms.

6. No Course of Dealing; Correction of Errors. In entering into this Third Amendment, no course of dealing is created. Neither Party shall be obligated to enter into any further amendments to this Agreement, except to correct obvious errors in the Agreement, which shall be corrected promptly upon request of either of the Parties.

7. Entire Agreement. The Agreement as modified by this Second Amendment, constitutes the entire agreement between the Parties regarding the subject matter hereof.

8. Counterparts. This Third Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same document.

[Signature pages and amended exhibits follow.]

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment to Development Agreement effective the day and year first written above.

CITY OF STURGEON BAY

By: _____
David J. Ward, Mayor

By: _____
Stephanie Reinhardt, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN :
: SS.
COUNTY OF DOOR :

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

*

Notary Public, State of Wisconsin
My Commission: _____

STATE OF WISCONSIN :
: SS.
COUNTY OF DOOR :

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

*

Notary Public, State of Wisconsin
My Commission: _____

STATE OF WISCONSIN :
: SS.
COUNTY OF DOOR :

**STURGEON BAY HISTORICAL SOCIETY
FOUNDATION, INC.**

By: _____
President

ACKNOWLEDGMENT

STATE OF WISCONSIN :
: SS.
COUNTY OF DOOR :

Personally came before me this ____ day of _____, 2022, the above-named _____, as President of the Sturgeon Bay Historical Society Foundation, Inc., a Wisconsin non-stock corporation, to me known to be the President of that corporation and the person who executed the foregoing instrument and acknowledged the same as the act of that corporation by its authority.

* _____
Notary Public, State of Wisconsin
My Commission: _____

AMENDED EXHIBIT E
MINIMUM BUILDOUT, SITE PLANS AND RENDERINGS OF PROJECT

**AMENDED EXHIBIT F
CONSTRUCTION SITE PLAN**

**AMENDED EXHIBIT L
LAKEBED SUBLEASE**

Comparison Details	
Title	compareDocs Comparison Results
Date & Time	11/20/2020 11:57:33 AM
Comparison Time	1.25 seconds
compareDocs version	v4.2.300.9

Sources	
Original Document	[#14349113.DOCX] [v1] 15 draft.DOCX
Modified Document	[#14348870.DOCX] [v1] 19 JMK draft 2nd amendment.DOCX

Comparison Statistics	
Insertions	3
Deletions	1
Changes	2
Moves	0
TOTAL CHANGES	6

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Deletions	
<u>Moves / Moves</u>	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	Color only.
Changed lines	Mark left border.
Comments color	By Author.
Balloons	False

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
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Character Level	Word	False
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Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	True
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	False
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True



April 20, 2022

Dear Sturgeon Bay Historical Society,

We are writing to express our support for the restoration of the Door County Granary on Sturgeon Bay's west waterfront.

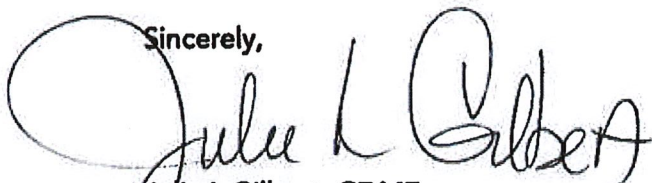
As a business in a community that enjoys a vibrant hospitality industry, we know that people are attracted to a variety of Door County's attributes: the existing art scene, our beautiful county and state parks, and our small towns with events and history on display. Sturgeon Bay's authentic and unique history is reflected in our Door County Maritime Museum, the Door County Historical Museum and now the Door County Granary.

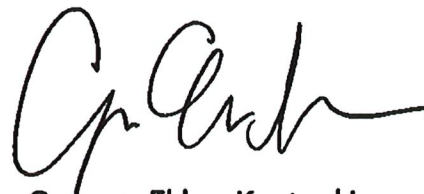
As a living museum it will provide educational opportunities of the authentic connection between our maritime and agricultural histories to residents and visitors alike. Today, the only structure remaining that pays homage to this incredible past is the Door County Granary. We also look forward to a community center that will serve as a gathering space for a variety of events.

We are excited that the Granary has garnered substantial regional and national attention. It has received two national and one international prestigious design awards in the last year alone. Restored, it will offer the only full experience of a working wooden grain elevator on the Great Lakes, the last part of an agricultural pipeline that helped make the United States a world superpower in the late 19th/early 20th century.

We look forward to this impressive addition to Door County's cultural amenities and fully support the project's success.

Sincerely,


Julie L Gilbert, CDME
President/CEO
Destination Door County


Cameryn Ehlers-Kwaterski
Executive Director
Destination Sturgeon Bay

DESTINATION DOOR COUNTY
1015 GREEN BAY ROAD • P O BOX 406 • STURGEON BAY, WI 54235
PHONE (920) 743-4456 • FAX (920) 743-7873 • DOORCOUNTY.COM

Destination Sturgeon Bay
36 S. 3rd Avenue • Sturgeon Bay, WI 54235
(920) 743-6246 • sturgeonbay.net