



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, JUNE 21, 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 – \$340,054.38, Capital Fund - \$31,294.55, TID #6 - \$874.50, TID #7 – 7,322.00, TID #4 - \$2,019.00, Solid Waste Enterprise Fund - \$20,475.90 and Compost Site Enterprise Fund - \$220.97 for a grand total of \$402,261.30. [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 6/7/22 regular Common Council minutes.

*b. Place the following minutes on file:

- (1) Community Protection & Services Committee – 5/5/22
- (2) Aesthetic Design & Site Plan Review Board – 5/23/22
- (3) Joint Parks & Recreation Committee/Board – 5/25/22
- (4) Finance/Purchasing & Building Committee – 5/31/22
- (5) City Plan Commission - 6/1/22
- (6) Board of Public Works – 6/7/22
- (7) Board of Review – 6/8/22
- (8) Waterfront Redevelopment Authority – 6/8/22
- (9) Ad Hoc NERR Committee – 6/10/22

*c. Place the following reports on file:

- (1) Police Department Report – May 2022
- (2) Bank Reconciliation – May 2022
- (3) Revenue & Expense Report – May 2022

*d. Consideration of: Beverage Operator's licenses.

*e. Consideration of: Approval Temporary Class B Beer licenses.

- *f. Consideration of: Approval of Renewal of Class B Combination license for Butch's II, LLC, 234 Kentucky Street (formerly dba Nautical Inn) contingency upon violations found during inspection being corrected.
 - * g. Consideration of: Approval of Annual "Class B" Combination licenses, Class "B" Beer licenses, "Class A" Combination license, "Class C" Wine licenses.
 - * h. Consideration of: Approval of Sidewalk Café Permit for Blue Front Café.
 - * i. Consideration of: Approval of Sidewalk Café Permit for Kick Coffee.
 - * j. Consideration of: Street Closure Application for Destination Sturgeon Bay for Harmony by the Bay.
 - * k. Consideration of: Street Closure Application for Door County Triathlon.
 - * l. Waterfront Redevelopment Authority recommendation re: That ownership of the vacant parcel located at the northwest corner of S. Madison Ave and W. Pine St be transferred from the Waterfront Redevelopment Authority to the City of Sturgeon Bay.
 - * m. Board of Public Works recommendation re: Accept public hearing results and direct staff to prepare resolution to levy special assessment upon property for curbing installation along Alley W14 for benefits conferred upon such property.
 - * n. Board of Public Works recommendation re: Accept public hearing results and direct staff to prepare resolution to levy special assessment upon property for sidewalk installation along both N. 14th Ave. and Rhode Island St. for benefits conferred upon the property.
8. Mayoral Appointments.
 9. Consideration of: Approval of Shoreline Restoration Project for Bradley Lake.
 10. Finance/Purchasing & Building Committee recommendation re: Approve the development agreement with Duquaine Development, as presented.
 11. Finance/Purchasing & Building Committee recommendation re: Approve the development agreement with Premier SB Duluth Avenue, LLC, as presented.
 12. City Administrator report.
 13. Mayor's report.
 14. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 6.17.2022

Time: 12:00 pm

By: jm

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

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

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

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

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

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

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

RESPECTFULLY,
MAYOR DAVID J. WARD

REVISED: 6/2/20

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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 06/21/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
GENERAL FUND				
REVENUE				
R0001737	CINNAMON PHILLIPS	SHELTER RESERVE RFND/C PHILLIP	01-000-000-46300	70.00
R0001737		SHELTER RESERVE RFND/C PHILLIP	01-000-000-24214	3.50
R0001737		SHELTER RESERVE RFND/C PHILLIP	01-000-000-24215	0.35
TOTAL REVENUE				73.85
RUBBER TIRE LOADER				
13750	MOODY'S INVESTORS SERVICE	PROFESSIONAL SERVICES	01-000-909-70002	14,000.00
QUARLES	QUARLES & BRADY, LLP	GO PROM NOTE 6.6.22	01-000-909-70002	11,000.00
QUARLES		GO PROM NOTE 6.6.22	01-000-909-70002	7,150.00
TOTAL RUBBER TIRE LOADER				32,150.00
TOTAL GENERAL FUND				32,223.85
MAYOR				
EMMONS	EMMONS BUSINESS INTERIORS	DESK CHAIR	01-100-000-54999	521.47
TOTAL				521.47
TOTAL MAYOR				521.47
CITY COUNCIL				
03133	CELLCOM WISCONSIN RSA 10	05/22 3 ALDER CELLPHONES	01-105-000-58999	98.48
TOTAL				98.48
TOTAL CITY COUNCIL				98.48
LAW/LEGAL				
03950	DAVIS KUELTHAU	04/22 GENERAL LEGAL MATTERS	01-110-000-55010	1,476.00
03950		04/22 CONTRACT/DEV AGREE MTTRS	01-110-000-55010	1,638.00
03950		04/22 RUENGER PROP ACQUISITION	01-110-000-55010	1,378.00
03950		04/22 DEV AGREE/PURCHASE	01-110-000-55010	2,652.00
03950		04/22 DUQUAINE ANNEXATION	01-110-000-55010	520.00
TOTAL				7,664.00
TOTAL LAW/LEGAL				7,664.00
CITY CLERK-TREASURER				
04650	DOOR COUNTY REGISTER OF DEEDS	04/22 RECORDINGS	01-115-000-56350	8.00
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	PENS/CLIPS/DIVIDERS	01-115-000-51950	38.91
USBANK	US BANK	HOTEL/CLARIZIO	01-115-000-55600	250.00
USBANK		WMCA MEMBER RENEW/REINHARDT	01-115-000-56000	65.00
TOTAL				361.91
TOTAL CITY CLERK-TREASURER				361.91

DATE: 06/14/1922
TIME: 14:38:24
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 06/21/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
ADMINISTRATION				
17700	QUILL CORPORATION	DRY ERASE MARKERS	01-120-000-51950	15.79
17700		NOTECARDS	01-120-000-56650	33.99
USBANK	US BANK	FRAMING DCMC RECOGNITION DOC	01-120-000-56650	107.00
USBANK		UTENSILS/DISHSOAP	01-120-000-51950	4.21
USBANK		ADHESIVE TABS	01-120-000-51950	18.99
USBANK		2 BOXES PENS	01-120-000-51950	78.94
USBANK		CMA MEMBERSHIP RENEWAL	01-120-000-56000	864.00
USBANK		MEAL EXPENSE	01-120-000-55600	69.14
TOTAL				1,192.06
TOTAL ADMINISTRATION				1,192.06
COMPUTER				
04696	DOOR COUNTY TREASURER	05/22 IS INTERNET USAGE	01-125-000-55550	100.00
04696		05/22 TECH SUPPORT	01-125-000-55550	4,166.67
04696		05/22 4G INTERNET	01-125-000-55550	375.00
USBANK	US BANK	ZOOM	01-125-000-55550	63.99
TOTAL				4,705.66
TOTAL COMPUTER				4,705.66
BUILDING/ZONING CODE ENFORCEMT				
23617	DATCP	WEIGHTS AND MEASURES	01-140-000-58700	6,400.00
DCI	DOOR COUNTY INSPECTIONS, LLC	05/22 BUILDING PERMITS	01-140-000-55010	14,567.83
TOTAL				20,967.83
TOTAL BUILDING/ZONING CODE ENFORCEMT				20,967.83
MUNICIPAL SERVICES ADMIN.				
03133	CELLCOM WISCONSIN RSA 10	05/22 CHAD CELL SVC	01-145-000-58250	42.56
USBANK	US BANK	SUNSCREEN	01-145-000-55605	14.73
TOTAL				57.29
TOTAL MUNICIPAL SERVICES ADMIN.				57.29
PUBLIC WORKS ADMINISTRATION				
03133	CELLCOM WISCONSIN RSA 10	05/22 M BARKER CELL SVC	01-150-000-58250	44.07
03133		05/22 STEVE CELL SVC	01-150-000-58250	33.15
17700	QUILL CORPORATION	PUSHPIN PACKS	01-150-000-51950	19.20
17700		ASSORTED OFFICE SUPPLIES	01-150-000-51950	118.73
USBANK	US BANK	FILE HOLDER	01-150-000-54999	54.79
TOTAL				269.94
TOTAL PUBLIC WORKS ADMINISTRATION				269.94

DATE: 06/14/1922
TIME: 14:38:24
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 06/21/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
ELECTIONS DEPARTMENT				
USBANK	US BANK	POLLWORK MEALS	01-155-000-54999	139.23
USBANK		CREDIT RETURN STORAGE BINS	01-155-000-54999	-148.68
USBANK		CREDIT RETURN STORAGE BINS	01-155-000-54999	-148.68
TOTAL				-158.13
TOTAL ELECTIONS DEPARTMENT				-158.13
CITY HALL				
04575	DOOR COUNTY HARDWARE	PUSH SWITCH	01-160-000-51850	7.59
04575		CAUTION BARRICADE TAPE	01-160-000-51850	12.99
04575		ROLLERS	01-160-000-55300	27.54
04575		CABLE	01-160-000-51850	49.99
04575		CREDIT	01-160-000-51850	-5.00
04575		SNAP END BOLT	01-160-000-55300	8.98
04575		FLAG	01-160-000-51850	38.99
04575		DIE/TAP PLUG	01-160-000-55300	14.58
04575		GREASE FAUCET	01-160-000-51850	2.99
04575		BATTERIES/VINEGAR	01-160-000-51850	25.58
04575		HARD SURFACE CLEANER	01-160-000-51850	5.99
19880	STURGEON BAY UTILITIES	421 MICHIGAN STREET	01-160-000-56150	3,429.96
19880		421 MICHIGAN STREET	01-160-000-58650	193.94
KONE	KONE INC.	ANNUAL ELEVATOR MAINT #75	01-160-000-58999	3,133.27
KONE		ANNUAL ELEVATOR MAINT # 76	01-160-000-58999	3,133.27
VIKING	VIKING ELECTRIC SUPPLY, INC	LED LAMPS	01-160-000-54999	74.48
TOTAL				10,155.14
TOTAL CITY HALL				10,155.14
INSURANCE				
MCCLONE	MCCLONE AGENCY, INC	07/22 WORK COMP	01-165-000-58750	11,063.00
MCCLONE		07/22 GEN LIAB	01-165-000-56400	2,661.00
MCCLONE		07/22 POLICE LIAB	01-165-000-57150	1,424.00
MCCLONE		07/22 PUBLIC OFFCL LIAB	01-165-000-57400	2,263.00
MCCLONE		07/22 CYBER LIAB	01-165-000-55450	322.00
MCCLONE		07/22 AUTO LIAB	01-165-000-55200	1,564.00
MCCLONE		07/22 AUTO PHYSICAL LIAB	01-165-000-55200	2,404.00
TOTAL				21,701.00
TOTAL INSURANCE				21,701.00
GENERAL EXPENDITURES				
04696	DOOR COUNTY TREASURER	05/22 CITY HALL PHONE SVC	01-199-000-58200	48.49
04696		05/22 FIRE PHONE SVC	01-199-000-58200	14.69
04696		05/22 MUN SVC PHONE SVC	01-199-000-58200	20.23
04696		05/22 POLICE PHONE SVC	01-199-000-58200	19.19
APEX	APEX SAFETY AND COMPLIANCE LLC	SAFETY TRAINING	01-199-000-55605	3,575.00
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	8 CASES COPY PAPER	01-199-000-55650	357.76

DATE: 06/14/1922
TIME: 14:38:24
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 06/21/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
PULSE	PENINSULA PULSE	05/22 PUBLICATIONS	01-199-000-57450	4,230.61
TOURISM	DOOR COUNTY TOURISM ZONE COMM	ANNL MUNICIPAL REIMBURSEMENT	01-199-000-58999	34,639.00
USBANK	US BANK	WEB DOMAIN RENEWAL	01-199-000-51100	42.34
TOTAL				42,947.31
TOTAL GENERAL EXPENDITURES				42,947.31
POLICE DEPARTMENT				
04150	DEJARDIN CLEANERS LLC	UNIFORM LAUNDER/BRINKMAN	01-200-000-56800	8.75
04150		UNIFORM LAUNDER/BRINKMAN	01-200-000-56800	8.75
USBANK	US BANK	2022 SPRING SHOOT/BRINKMAN	01-200-000-55600	20.96
TOTAL				38.46
TOTAL POLICE DEPARTMENT				38.46
PATROL BOAT				
PATROL BOAT				
02206	BAY MARINE	PATROL BOAT FUEL	01-205-000-51650	332.14
TOTAL PATROL BOAT				332.14
TOTAL PATROL BOAT				332.14
POLICE DEPARTMENT/PATROL				
01766	AURORA MEDICAL GROUP	EMPLOY DRUG SCREEN/CSO ANNOYE	01-215-000-57100	239.00
02005	BAY ELECTRONICS, INC.	CSO SQUAD RADIO REPAIR	01-215-000-57550	52.50
03133	CELLCOM WISCONSIN RSA 10	05/22 CRADELPOINT PRT SEC CAM	01-215-000-58999	53.24
04575	DOOR COUNTY HARDWARE	PAINT/TRAILER	01-215-000-54999	32.96
19880	STURGEON BAY UTILITIES	SUNSET PARK BT LAUNCH	01-215-000-56150	17.95
19880		110 S NEENAH AVE CAMERA	01-215-000-56150	15.11
19880		SHORECREST RD CAMERA	01-215-000-56150	14.20
21450	THE UNIFORM SHOPPE	BRASS/NAMEPLATE-JAGIELSKI	01-215-000-52900	43.90
HAJNY	JOHN HAJNY	BOOT REIMBURSE/HAJNY	01-215-000-52900	100.00
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	SQUAD 60 MAINTENANCE	01-215-000-58600	136.43
JIM FORD		SQUAD 50 MAINTENANCE	01-215-000-58600	54.66
JIM FORD		SQUAD 80 MAINTENANCE	01-215-000-58600	54.66
JIM FORD		INVEST VEHICLE MAINTENANCE	01-215-000-58600	21.00
JIM FORD		SQUAD 40 MAINTENANCE	01-215-000-58600	54.66
JOSE	ERIC JOSE	TRAINING MEAL REIMBURSE/JOSE	01-215-000-55600	38.00
STREET	STREET COP TRAINING,LLC	IDENTIFY VEH/OCC TRNING/HAJNY	01-215-000-55600	225.00
USBANK	US BANK	GLOVES/DIVE TEAM	01-215-000-54999	90.00
USBANK		MEAL EXPENSE/HENRY	01-215-000-54999	13.48
USBANK		TRAINING REGISTRATION/DEIBELE	01-215-000-55600	375.00
USBANK		RADIO EAR PIECES	01-215-000-57550	142.81
USBANK		FUEL	01-215-000-51650	66.14
USBANK		LODGING/DEIBELE	01-215-000-55600	108.96
USBANK		CREDIT LODGING SALES TAX	01-215-000-55600	-12.96
TOTAL				1,936.70

DATE: 06/14/1922
TIME: 14:38:24
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 06/21/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
TOTAL POLICE DEPARTMENT/PATROL				1,936.70
POLICE DEPT. / INVESTIGATIONS				
04652	DOOR COUNTY SHERIFFS DEPT	CELLEBRITE DIGITAL SUBSCRIPTN	01-225-000-58999	500.00
ACCURINT	LEXISNEXIS RISK SOLUTIONS	05/22 CONTRACT FEE	01-225-000-57950	110.78
DASH	DASH MEDICAL GLOVES,INC	MEDICAL GLOVES	01-225-000-57950	246.26
USBANK	US BANK	EVIDENCE COLLECTION SUPPLIES	01-225-000-51500	297.38
USBANK		MISC DIVE EQUIPMENT	01-225-000-57950	318.70
TOTAL				1,473.12
TOTAL POLICE DEPT. / INVESTIGATIONS				1,473.12
FIRE DEPARTMENT				
FIRE DEPARTMENT				
02005	BAY ELECTRONICS, INC.	RADIO REPAIR-STATION	01-250-000-57550	105.00
04575	DOOR COUNTY HARDWARE	LEG TIP CLN RND	01-250-000-54999	3.59
04575		ADJUSTABLE BUCKLE	01-250-000-54999	7.18
04575		SPRAYPAINT	01-250-000-54999	5.99
04575		MINERAL SPIRITS/WIPING RAGS	01-250-000-54999	43.97
04575		MOUNTING TAPE	01-250-000-54999	13.99
04575		SWITCH COMBO/COUPLE HOSE	01-250-000-54999	20.58
04575		COTTON FLAG/FLAG STICK	01-250-000-54999	47.38
15890	PACK AND SHIP PLUS	SHIPPING-HEADSET	01-250-000-54999	24.44
18448	RENNERTS FIRE EQUIP SER INC	E707 SUSPENSION	01-250-000-53000	4,741.02
18448		T721 GAUGE REPLACEMENT	01-250-000-53000	86.62
19880	STURGEON BAY UTILITIES	92 E MAPLE STREET	01-250-000-56675	6.22
19880		MARTIN PARK RESTROOM	01-250-000-56675	6.22
19880		421 MICHIGAN STREET	01-250-000-56675	133.25
19880		TRUCK FILL	01-250-000-56675	42.98
19880		MEM FLD WARMING HOUSE	01-250-000-56675	49.73
19880		835 N 14TH AVE-CITY GARAGE	01-250-000-56675	49.73
19880		GARLAND PARK	01-250-000-56675	6.22
19880		SUSNET CONSN CNTR	01-250-000-56675	49.73
19880		FRANK GRASSE SHELTER	01-250-000-56675	15.54
19880		OTUMBA PARK	01-250-000-56675	6.22
19880		W S WARMING HOUSE	01-250-000-56675	6.22
19880		WS FIRE STATION	01-250-000-56675	49.73
19880		WS FIRE STATION	01-250-000-56150	123.71
19880		WS FIRE STATION	01-250-000-58650	87.48
19880		38 S NEENAH AVE PAVILLION	01-250-000-56675	6.22
19880		38 S NEENAH AVE RESTROOM	01-250-000-56675	31.08
19880		WS BALLFLD LTS	01-250-000-56675	31.08
19880		MADISON AVE TRFFC LITES	01-250-000-56675	142.42
19880		GIRLS LITTLE LEAGUE	01-250-000-56675	49.73
19880		FIRE TRAINING SITE	01-250-000-56675	6.22
19880		FIRE TRAINING SITE	01-250-000-56150	13.73
19880		QUINCY ST BALLFLD	01-250-000-56675	49.73
19880		10 PENNSYLVANIA ST DOCK	01-250-000-56675	15.54
19880		92 E MAPLE STREET	01-250-000-56675	6.22
19880		1ST AVE MARINA/RESTROOM	01-250-000-56675	49.73
19880		KENTUCKY ST CITY PKG RAMP	01-250-000-56675	6.22

INVOICES DUE ON/BEFORE 06/21/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
FIRE DEPARTMENT				
FIRE DEPARTMENT				
19880		KENTUCKY ST CITY MARINA	01-250-000-56675	49.73
19880		SIGN SHED	01-250-000-56675	6.22
19880		CHERRY BLOSSOM PRK	01-250-000-56675	15.54
20725	T R COCHART TIRE CENTER	CH701 TIRE REPAIR	01-250-000-53000	30.00
23897	W.S. DARLEY & CO.	HYDRANT ADAPTER 5X4.5	01-250-000-51350	526.66
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	CH701 SOLENOID/RELAY	01-250-000-53000	98.40
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	BRAKE FLUID/CLEANER/MSTR CYL	01-250-000-53000	125.39
O'REILLY		BLEEDEER KIT	01-250-000-53000	15.68
O'REILLY		MOTOR OIL	01-250-000-53000	69.96
O'REILLY		BLUE DEF	01-250-000-53000	17.99
O'REILLY		ANTIFREEZE	01-250-000-53000	75.96
O'REILLY		CREDIT RETURN	01-250-000-53000	-15.68
O'REILLY		DEF	01-250-000-53000	16.99
O'REILLY		DEF	01-250-000-53000	16.99
PAULCONW	PAUL CONWAY SHIELDS	CALIBRATION GAS	01-250-000-54999	195.00
POMPS	POMP'S TIRE SERVICE. INC	E707 ALIGNMENT	01-250-000-53000	331.00
PORT	WEST MARINE PRODUCTS INC	M731 PARTS	01-250-000-53000	86.46
TRUCK CO	TRUCK COUNTRY OF WISCONSIN	E707 ENGINE DIAGNOSE	01-250-000-53000	816.26
USBANK	US BANK	AAA BATTERIES	01-250-000-54999	116.43
USBANK		LIFE SAVING AWARDS	01-250-000-52250	359.00
USBANK		FUEL	01-250-000-51650	111.04
USBANK		REHAB	01-250-000-54999	168.00
USBANK		LARGE ROLL TOWELING	01-250-000-54999	514.26
USBANK		DOOR REPAIR/EAST SIDE FIRE	01-250-000-54999	124.34
USBANK		UNIFORM PANTS	01-250-000-52900	183.37
USBANK		SAFETY GLASSES	01-250-000-52350	52.40
USBANK		TRAILER DOOR LATCH	01-250-000-53000	22.14
TOTAL FIRE DEPARTMENT				10,270.19
TOTAL FIRE DEPARTMENT				10,270.19
STORM SEWERS				
04575	DOOR COUNTY HARDWARE	CHISEL BITS	01-300-000-54999	43.98
04575		ROPE/FOAM KNEEPADS	01-300-000-54999	79.96
10750	PREMIER CONCRETE INC	CONCRETE	01-300-000-51150	1,274.40
10750		MEM DR. STORM PIPE	01-300-000-51150	892.00
TOTAL				2,290.34
TOTAL STORM SEWERS				2,290.34
LARGE ITEM PICKUP / LEAF COLL				
GFLENVIR	GFL ENVIRONMENTAL, INC	C&D .07 TN /1 FREON UNIT/TIRE	01-311-000-58400	85.71
GFLENVIR		1 TV	01-311-000-58400	72.00
GFLENVIR		MSW 3.16 TONS	01-311-000-58400	212.51
TOTAL				370.22
TOTAL LARGE ITEM PICKUP / LEAF COLL				370.22

DATE: 06/14/1922
TIME: 14:38:24
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 7

INVOICES DUE ON/BEFORE 06/21/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
STREET SWEEPING				
13330	MELVILLE RADIATOR AND REPAIR	SWEEPER AIR CONDITIONER REPAIR	01-330-000-51400	797.05
19880	STURGEON BAY UTILITIES	SWEEPER WATER USAGE-MAY	01-330-000-53050	6.05
20725	T R COCHART TIRE CENTER	TIRES/TIRE CHANGES	01-330-000-51400	786.00
MACQUEEN	MACQUEEN EQUIPMENT, LLC	SWEEPER REPLACEMENT PARTS	01-330-000-51400	410.88
TOTAL				1,999.98
TOTAL STREET SWEEPING				1,999.98
ROADWAYS/STREETS				
04575	DOOR COUNTY HARDWARE	CAUTION BARRICADE TAPE	01-400-000-51400	25.98
12100	LAMPERT YARDS INC	MAILBOX POST	01-400-000-54999	39.99
14825	NORTHEAST ASPHALT INC	ASPHALT	01-400-000-52200	1,159.28
USBANK	US BANK	EYE WASH	01-400-000-54999	21.54
USBANK		GLOVES	01-400-000-54999	51.03
TOTAL				1,297.82
TOTAL ROADWAYS/STREETS				1,297.82
SNOW REMOVAL				
SNOW REMOVAL				
04696	DOOR COUNTY TREASURER	SALT BRINE	01-410-000-52400	214.88
TOTAL SNOW REMOVAL				214.88
TOTAL SNOW REMOVAL				214.88
STREET SIGNS AND MARKINGS				
04276	DIAMOND VOGEL PAINT CENTER	20 PAILS WHITE ROAD PAINT	01-420-000-52100	2,813.00
04276		10 PAILS YELLOW ROAD PAINT	01-420-000-52100	1,347.00
04696	DOOR COUNTY TREASURER	SIGNS	01-420-000-52600	217.43
19275	SHERWIN WILLIAMS	PAINT SPRAYER PARTS	01-420-000-52100	854.06
19275		PAINT	01-420-000-52100	414.90
TOTAL				5,646.39
TOTAL STREET SIGNS AND MARKINGS				5,646.39
CURB/GUTTER/SIDEWALK				
10750	PREMIER CONCRETE INC	REBAR	01-440-000-54999	1,515.80
10750		CONCRETE PICK UP	01-440-000-51200	123.00
TOTAL				1,638.80
TOTAL CURB/GUTTER/SIDEWALK				1,638.80
STREET MACHINERY				

DATE: 06/14/1922
TIME: 14:38:24
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 8

INVOICES DUE ON/BEFORE 06/21/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
01720	ARING EQUIPMENT COMPANY INC	FILTERS	01-450-000-53000	279.18
04545	DOOR COUNTY COOPERATIVE/NAPA	COUPLER	01-450-000-53000	32.99
04545		EXACT BLADE	01-450-000-53000	64.14
04545		VALVE SPRING	01-450-000-53000	34.49
04545		ADAPTER TRAILER WIRE	01-450-000-53000	39.17
04575	DOOR COUNTY HARDWARE	GALV NIPPLE	01-450-000-52150	4.59
04575		EXT SPRING	01-450-000-53000	8.59
04575		SNAP FASTENER KIT CANVAS	01-450-000-52150	15.18
04575		POWER BLOCK CORD/EXTND CORD	01-450-000-52150	99.98
04575		TARP STRAP	01-450-000-52150	9.56
19070	SCHARTNER IMPLEMENT INC	CHAIN	01-450-000-53000	21.60
AMERWELD	AMERICAN WELDING & GAS, INC	MONTHLY GAS USAGE/BOTTLE RENTL	01-450-000-58999	161.51
BARKER	MIKE BARKER	NOZZLE/CAPS REIMBUSE/BARKER	01-450-000-53000	37.96
JANDU	JANDU PETROLEUM	GASOLINE	01-450-000-51650	148.16
KBCUSTOM	KB CUSTOMWORKS	SAND BLASTING PANEL	01-450-000-53000	100.00
KBCUSTOM		SQUARE TUBE	01-450-000-53000	80.00
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	CREDIT	01-450-000-53000	-10.00
O'REILLY		AIR BRAKE FTG	01-450-000-53000	19.17
O'REILLY		ADAPTER	01-450-000-53000	20.99
RIESTER	RIESTERER & SCNELL INC.	SEALS/FILTERS	01-450-000-53000	122.41
RIESTER		OIL FILTER SEDIMENT	01-450-000-53000	131.16
USBANK	US BANK	PLUG	01-450-000-53000	10.78
USBANK		SWITCH	01-450-000-53000	46.95
WURTH	WURTH USA, INC	THREADLOCKER	01-450-000-53000	23.84
TOTAL				1,502.40
TOTAL STREET MACHINERY				1,502.40
CITY GARAGE				
04545	DOOR COUNTY COOPERATIVE/NAPA	OIL PUMP	01-460-000-54999	185.27
04575	DOOR COUNTY HARDWARE	SNAP BOLT/ROPE	01-460-000-55300	25.97
04966	EAGLE MECHANICAL INC	FAN INSPECTION	01-460-000-55300	222.00
04966		VALVE REPAIR KIT	01-460-000-55300	130.82
18950	SAFETY-KLEEN SYSTEMS, INC	PARTS WASHER SERVICE	01-460-000-58999	277.59
19275	SHERWIN WILLIAMS	PAINT	01-460-000-55300	659.01
19880	STURGEON BAY UTILITIES	SALT SHED	01-460-000-56150	13.39
19880		835 N 14TH AVE-CITY GARAGE	01-460-000-56150	807.35
19880		835 N 14TH AVE-CITY GARAGE	01-460-000-58650	80.13
VIKING	VIKING ELECTRIC SUPPLY, INC	ELE BALLAST	01-460-000-55300	24.72
TOTAL				2,426.25
TOTAL CITY GARAGE				2,426.25
HIGHWAYS - GENERAL				
19880	STURGEON BAY UTILITIES	808 S DULUTH AVE	01-499-000-58000	16.01
19880		EGG HRBR RD TRFFC LITE	01-499-000-58000	29.12
19880		EGG HRBR RD TRFFC LITE	01-499-000-58000	33.00
19880		2 TRFFC WARNING LGTS	01-499-000-58000	5.50
19880		342 ORNAMENTAL ST LIGHT	01-499-000-58000	5,101.01
19880		595 OVERHEAD LITES	01-499-000-58000	6,748.04

DATE: 06/14/1922
TIME: 14:38:24
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 9

INVOICES DUE ON/BEFORE 06/21/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
19880		S LANSING & WALNUT SIGN	01-499-000-58000	9.59
19880		1ST AVE EAST SIDE DOCK	01-499-000-58000	34.07
19880		OLD HWY RD SIGN	01-499-000-58000	16.47
TOTAL				11,992.81
TOTAL HIGHWAYS - GENERAL				11,992.81
PARK & RECREATION ADMIN				
03133	CELLCOM WISCONSIN RSA 10	05/22 M BARKER CELL SVC	01-500-000-58250	44.08
03133		05/22 CELL SVC	01-500-000-58250	26.16
11545	MAPLE STREET SIGN CO.	MOVIE & HARMONY BANNERS	01-500-000-57450	1,320.03
R0000807	MARK THIEDE	KICK OFF TO SUMMER	01-500-000-52250	350.00
R0000807		2022 MOVIES IN THE PARK	01-500-000-52250	1,950.00
STAPLES	WISCONSIN DOCUMENT IMAGING LLC	TONER	01-500-000-51250	204.46
USBANK	US BANK	CHARGER	01-500-000-51950	21.45
USBANK		RUBBER STRAPS	01-500-000-51950	134.20
USBANK		TIME CARDS	01-500-000-51950	31.72
TOTAL				4,082.10
TOTAL PARK & RECREATION ADMIN				4,082.10
PARKS AND PLAYGROUNDS				
03025	CAPTAIN COMMODOES INC	PORT A POTTI DOG PARK	01-510-000-58999	110.00
04545	DOOR COUNTY COOPERATIVE/NAPA	BUG POWDER	01-510-000-54999	66.57
04575	DOOR COUNTY HARDWARE	WASHER REDUCER	01-510-000-56250	0.99
04575		TOLIET REPAIR KIT/BOLTS	01-510-000-51850	71.96
04575		FLUSH LEVER	01-510-000-51850	8.59
04575		FLUSHLEVER	01-510-000-51850	7.59
04575		TOILET SEAT	01-510-000-51850	22.99
04575		GRASS SEED	01-510-000-51850	69.99
04575		UNION/ADAPTER	01-510-000-51850	62.37
04575		BALL VALVE	01-510-000-51850	10.00
04575		POP UP SPRINKLER	01-510-000-51850	16.99
04575		FASTENERS	01-510-000-51900	1.99
04575		KEYS	01-510-000-51850	6.87
04575		BRASS HOSE CAP	01-510-000-51850	15.18
04575		COUPLERS	01-510-000-51850	9.59
04575		CONCRETE ANCHORING EPOXY	01-510-000-54999	25.99
04575		CHECK VOLT DETECTOR	01-510-000-52700	2.99
04575		BUNGEE CORDS	01-510-000-56250	27.92
04966	EAGLE MECHANICAL INC	SLOAN VALVE REBUILD KIT	01-510-000-54999	28.58
04966		BACKFLOW PREVENTOR TESTING	01-510-000-58999	1,242.00
04966		BACKFLOW PREVENTOR TESTING	01-510-000-58999	465.75
04966		BACKFLOW PREVENTOR TESTING	01-510-000-58999	155.25
08225	HERLACHE SMALL ENGINE	MOWER MAINTENANCE	01-510-000-51900	15.00
19880	STURGEON BAY UTILITIES	MICHIGAN ST CHARGING STATION	01-510-000-56150	72.79
19880		MARTIN PARK PAVILLION	01-510-000-56150	37.22
19880		MARTIN PARK RESTROOM	01-510-000-58650	48.75
19880		MEM FLD WARMING HOUSE	01-510-000-56150	101.45
19880		MEM FLD WARMING HOUSE	01-510-000-58650	238.14

INVOICES DUE ON/BEFORE 06/21/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
19880		GARLAND PARK	01-510-000-56150	13.96
19880		GARLAND PARK	01-510-000-58650	18.52
19880		SUSNET CONSN CNTR	01-510-000-56150	108.98
19880		SUSNET CONSN CNTR	01-510-000-58650	65.01
19880		FRANK GRASSE SHELTER	01-510-000-56150	79.55
19880		FRANK GRASSE SHELTER	01-510-000-58650	46.96
19880		OTUMBA PARK	01-510-000-56150	30.71
19880		OTUMBA PARK	01-510-000-58650	88.07
19880		W S WARMING HOUSE	01-510-000-56150	175.13
19880		W S WARMING HOUSE	01-510-000-58650	69.92
19880		MADISON AVE CHARGING STATION	01-510-000-56150	13.39
19880		JAYCEES BLLFLD STAND	01-510-000-56150	13.62
19880		3RD AVE POWER PANEL	01-510-000-56150	13.39
19880		MICHIGAN ST FLAG LIGHT	01-510-000-56150	31.19
19880		MEM FLD PKG LOT	01-510-000-56150	13.50
19880		WS BALLFLD LTS	01-510-000-56150	19.98
19880		MEM FLD COMPLEX	01-510-000-56150	1,219.45
19880		GIRLS LITTLE LEAGUE	01-510-000-58650	64.25
19880		JUNIPER ST OTUMBA PRK WALKWAY	01-510-000-56150	16.70
19880		QUINCY ST BALLFLD	01-510-000-58650	27.00
19880		SIGN SHED	01-510-000-56150	18.87
19880		SIGN SHED	01-510-000-58650	17.76
19880		CHERRY BLOSSOM PRK	01-510-000-56150	34.48
19880		CHERRY BLOSSOM PRK	01-510-000-58650	29.57
20250	TILLMAN LANDSCAPE & NURSRY INC	FILTERS/REPLACEMENT BLADES	01-510-000-51900	202.61
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	MOTOR OIL	01-510-000-53000	63.98
O'REILLY		DRAIN PAN	01-510-000-53000	15.48
PREVEA	PREVEA HEALTH OCCUPTNL HEALTH	SEASONAL EMPLOY DRUG SCREEN	01-510-000-57100	536.20
SWITZER	MARK SWITZER	WORK BOOT REIMBURSE/SWITZER	01-510-000-56800	62.50
USBANK	US BANK	CAUTION SIGNS/LIGHT	01-510-000-54999	98.90
USBANK		DEWALT BATTERY ADAPTER	01-510-000-52700	31.98
USBANK		WEST MARINE	01-510-000-54999	158.22
USBANK		CREDIT WEST MARINE	01-510-000-54999	-158.22
USBANK		OARS	01-510-000-54999	132.95
USBANK		SAFETY GLASSES	01-510-000-52350	73.47
VIKING	VIKING ELECTRIC SUPPLY, INC	SWITCH	01-510-000-54999	43.68
WARNER	WARNER-WEXEL LLC	DISPENSERS	01-510-000-51850	15.87
TOTAL				6,451.08
TOTAL PARKS AND PLAYGROUNDS				6,451.08
BALLFIELDS				
BALLFIELDS				
04545	DOOR COUNTY COOPERATIVE/NAPA	15 G CORNERSTONE	01-520-000-54999	720.23
04545		15 G PRAMITOL	01-520-000-54999	668.93
20900	TRUGREEN LIMITED PARTNERSHIP	PBI FLD LAWN SVC	01-520-000-58999	76.81
20900		LION FLD LAWN SVC	01-520-000-58999	95.43
20900		ROTARY FIELD LAWN SVC	01-520-000-58999	95.43
TOTAL BALLFIELDS				1,656.83
TOTAL BALLFIELDS				1,656.83

DATE: 06/14/1922
TIME: 14:38:24
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 11

INVOICES DUE ON/BEFORE 06/21/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
MUNICIPAL DOCKS				
04575	DOOR COUNTY HARDWARE	TOILET SEAT/BOLT/SDOOR STOP	01-550-000-51850	42.97
04966	EAGLE MECHANICAL INC	FIRE LINE REPAIRS	01-550-000-58999	487.84
19880	STURGEON BAY UTILITIES	36 S NEENAH AVE PKG LOT LTS	01-550-000-56150	169.48
19880		38 S NEENAH AVE PAVILLION	01-550-000-56150	99.68
19880		38 S NEENAH AVE PAVILLION	01-550-000-58650	33.64
19880		38 S NEENAH AVE RESTROOM	01-550-000-56150	152.29
19880		38 S NEENAH AVE RESTROOM	01-550-000-58650	262.63
20070	TAPCO	PAY STATION MONTHLY HOST FEE	01-550-000-58999	50.00
USBANK	US BANK	BOAT US SIGNS	01-550-000-54999	80.00
TOTAL				1,378.53
TOTAL MUNICIPAL DOCKS				1,378.53
WATER WEED MANAGEMENT				
01675	AQUARIUS SYSTEMS	WEED HARVESTOR PARTS	01-560-000-51400	1,199.00
PORT	WEST MARINE PRODUCTS INC	LINES-WEED HARVESTOR	01-560-000-51400	204.84
TOTAL				1,403.84
TOTAL WATER WEED MANAGEMENT				1,403.84
WATERFRONT PARKS & WALKWAYS				
04575	DOOR COUNTY HARDWARE	ADHS CONST	01-570-000-54999	7.59
08280	HILL BUILDING MAINTENANCE INC	PRKING GARAGE WINDOW CLEANING	01-570-000-58999	275.00
19880	STURGEON BAY UTILITIES	DC MUSEUM WALKWAY	01-570-000-56150	54.10
19880		DC MUSEUM PKG LOT	01-570-000-56150	81.35
19880		JUNIPER ST WALKWAY LTS	01-570-000-56150	13.39
19880		JUNIPER ST PKING LOT	01-570-000-56150	22.06
19880		10 PENNSYLVANIA ST DOCK	01-570-000-58650	28.23
19880		48 KENTUCKY ST WTRFRNT	01-570-000-56150	76.60
19880		92 E MAPLE STREET	01-570-000-56150	21.53
19880		1ST AVE MARINA/RESTROOM	01-570-000-56150	178.57
19880		1ST AVE MARINA/RESTROOM	01-570-000-58650	65.01
19880		KENTUCKY ST CITY PKG RAMP	01-570-000-56150	138.19
19880		KENTUCKY ST CITY MARINA	01-570-000-58650	30.63
20250	TILLMAN LANDSCAPE & NURSRY INC	PLANTS	01-570-000-51750	138.30
20250		PLANTS	01-570-000-51750	643.70
DAWNS	DAWN'S LAWN CARE	9YDS MULCH @ \$42	01-570-000-54999	378.00
R0000985	SULLYS THUMBS UP PRODUCE	PLANTS	01-570-000-51750	167.45
TOTAL				2,319.70
TOTAL WATERFRONT PARKS & WALKWAYS				2,319.70
COMMUNITY & ECONOMIC DEVLPMT				
04549	DOOR COUNTY ECONOMIC DEVELOPME	2ND QTR COMMITTMENT	01-900-000-55750	7,500.00
USBANK	US BANK	APA CONFERENCE REG	01-900-000-55600	225.00
USBANK		TRANSPORTATION	01-900-000-55600	19.93
USBANK		BAGGAGE FEE	01-900-000-55600	30.00

INVOICES DUE ON/BEFORE 06/21/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
USBANK		TAXI RECEIPT	01-900-000-55600	25.30
USBANK		BAGGAGE FEE	01-900-000-55600	30.00
TOTAL				7,830.23
TOTAL COMMUNITY & ECONOMIC DEVLPMT				7,830.23
TOTAL GENERAL FUND				211,260.62
CAPITAL FUND				
ADMINISTRATION				
EMMONS	EMMONS BUSINESS INTERIORS	DESK CHAIR	10-120-000-59030	537.92
TOTAL				537.92
TOTAL ADMINISTRATION				537.92
POLICE DEPT. / INVESTIGATIONS				
AIRSCIEN	AIR SCIENCE	FUMING CHAMBER	10-225-000-59999	6,998.00
TOTAL				6,998.00
TOTAL POLICE DEPT. / INVESTIGATIONS				6,998.00
PARKS AND PLAYGROUNDS				
PARKS AND PLAYGROUNDS				
10750	PREMIER CONCRETE INC	DOG PARK CONCRETE	10-510-000-59075	1,023.00
13360	MENARDS-GREEN BAY EAST	WINDOWS	10-510-000-59075	1,511.96
13360		PLYWOOD	10-510-000-59075	322.20
13360		ROOFING UNDERLAYMENT	10-510-000-59075	139.99
FORTRESS	FORTRESS FENCE	GATE POSTS	10-510-000-59075	956.00
LUX	LUXEMBURG IMPLEMENT COMPANY	60" MOWER W/BAGGER	10-510-000-59065	17,818.00
USBANK	US BANK	WI DNR PERMIT-LITTLE LAKE PRJC	10-510-000-59025	1,939.00
USBANK		WI DNR PERMIT SVC FEE	10-510-000-59025	48.48
TOTAL PARKS AND PLAYGROUNDS				23,758.63
TOTAL PARKS AND PLAYGROUNDS				23,758.63
TOTAL CAPITAL FUND				31,294.55
TID #6 DISTRICT				
TID #6 DISTRICT				
TID #6 DISTRICT				
03950	DAVIS KUELTHAU	04/22 D KRUEGER CLOSING	22-360-000-55001	874.50
TOTAL TID #6 DISTRICT				874.50
TOTAL TID #6 DISTRICT				874.50
TOTAL TID #6 DISTRICT				874.50

DATE: 06/14/1922
TIME: 14:38:24
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 13

INVOICES DUE ON/BEFORE 06/21/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

TID #7 DISTRICT				
TID #7 DISTRICT				
TID #7 DISTRICT				
03950	DAVIS KUELTHAU	04/22 CONTRACT/DEV AGREE MTTRS	23-370-000-55001	572.00
R0000620	ROBERT W BAIRD & CO	ANALYTICAL SERVICES TID 7 PLAN	23-370-000-55001	6,750.00
TOTAL TID #7 DISTRICT				7,322.00
TOTAL TID #7 DISTRICT				7,322.00
TOTAL TID #7 DISTRICT				7,322.00
TID #4 DISTRICT				
TID #4 DISTRICT				
TID #4 DISTRICT				
03950	DAVIS KUELTHAU	04/22 GRANARY MATTERS	28-340-000-55001	520.00
03950		04/22 CONTRACT/DEV AGREE MTTRS	28-340-000-55001	884.00
CEDARCO	CEDAR CORPORATION	WTRFRONT ENVIRON PHASE	28-340-000-58999	615.00
TOTAL TID #4 DISTRICT				2,019.00
TOTAL TID #4 DISTRICT				2,019.00
TOTAL TID #4 DISTRICT				2,019.00
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
04545	DOOR COUNTY COOPERATIVE/NAPA	LAMPS/DEF	60-000-000-53000	151.53
20725	T R COCHART TIRE CENTER	DISMOUNT/MOUNT TIRE	60-000-000-52850	30.00
20725		TIRE CHANGES	60-000-000-52850	120.00
20725		WH RECAPS/DISPOSAL	60-000-000-52850	843.00
20725		WH RECAPS	60-000-000-52850	836.00
GFELENVIR	GFL ENVIRONMENTAL, INC	CARDBOARD RECYCLING	60-000-000-58350	670.59
GFELENVIR		247.80 TN GARBAGE	60-000-000-58300	16,664.59
GFELENVIR		69.57 TN RECYCLING	60-000-000-58350	1,093.62
USBANK	US BANK	TRANSMOTION-GAUGE	60-000-000-53000	66.57
TOTAL SOLID WASTE ENTERPRISE FUND				20,475.90
TOTAL SOLID WASTE ENTERPRISE FUND				20,475.90
TOTAL SOLID WASTE ENTERPRISE				20,475.90
COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
03025	CAPTAIN COMMDES INC	PORT A POTTI COMPOST SITE	64-000-000-58999	110.00
19880	STURGEON BAY UTILITIES	92 E MAPLE STREET	64-000-000-58999	2.00
19880		MARTIN PARK RESTROOM	64-000-000-58999	2.00
19880		421 MICHIGAN STREET	64-000-000-58999	10.00
19880		MEM FLD WARMING HOUSE	64-000-000-58999	6.00
19880		835 N 14TH AVE-CITY GARAGE	64-000-000-58999	6.00
19880		GARLAND PARK	64-000-000-58999	2.00
19880		SUSNET CONSN CNTR	64-000-000-58999	6.00

DATE: 06/14/1922
TIME: 14:38:24
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 06/21/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
19880		FRANK GRASSE SHELTER	64-000-000-58999	2.00
19880		OTUMBA PARK	64-000-000-58999	2.00
19880		W S WARMING HOUSE	64-000-000-58999	2.00
19880		WS FIRE STATION	64-000-000-58999	6.00
19880		38 S NEENAH AVE PAVILLION	64-000-000-58999	2.00
19880		38 S NEENAH AVE RESTROOM	64-000-000-58999	4.00
19880		WS BALLFLD LTS	64-000-000-58999	4.00
19880		GIRLS LITTLE LEAGUE	64-000-000-58999	6.00
19880		COMPOST SITE	64-000-000-56150	18.97
19880		FIRE TRAINING SITE	64-000-000-58999	2.00
19880		QUINCY ST BALLFLD	64-000-000-58999	6.00
19880		10 PENNSYLVANIA ST DOCK	64-000-000-58999	2.00
19880		92 E MAPLE STREET	64-000-000-58999	2.00
19880		1ST AVE MARINA/RESTROOM	64-000-000-58999	6.00
19880		KENTUCKY ST CITY PKG RAMP	64-000-000-58999	2.00
19880		KENTUCKY ST CITY MARINA	64-000-000-58999	6.00
19880		SIGN SHED	64-000-000-58999	2.00
19880		CHERRY BLOSSOM PRK	64-000-000-58999	2.00
TOTAL COMPOST SITE ENTERPRISE FUND				220.97
TOTAL COMPOST SITE ENTERPRISE FUND				220.97
TOTAL COMPOST SITE ENTERPRISE FUND				220.97
TOTAL ALL FUNDS				273,467.54

MANUAL CHECKS

BABLER BUS SERVICE, INC \$1,250.00
06/01/22
Check #90318
Brewer Trip Bus Contract
01-500-000-52250

EBC \$181.00
06/01/22
Check #90319
05/22 FSA/PEB/COBRA
01-600-000-50510

SUN LIFE FINANCIAL \$2,224.33
06/01/2022
Check # 90320
06/22 Short- & Long-Term Disability
01-000-000-21545

SUPERIOR VISION INSURANCE \$882.19
06/01/2022
Check # 90321
6/22 Vision Insurance
01-000-000-21540

DELTA DENTAL \$6,271.60
006/01/2022
Check # 90322
06/22 Dental Insurance
Various Departmental Accounts

EFT GROUP INSURANCE \$116,197.34
06/02/2022
Check # 90322
06/22 Health Insurance
Various Departmental Accounts

SPECTRUM \$176.94
06/08/22
Check # 90400
05/22 Cable Statement Charges
Various Departmental Accounts

AT&T FIRST MOBILITY \$1,610.36
06/08/2022
Check # 90401
05/22 Police Cellphone Statement
01-215-000-58250

TOTAL MANUAL CHECKS \$128,793.76

DATE: 06/14/1922
TIME: 14:38:24
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 15

INVOICES DUE ON/BEFORE 06/21/2022

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

GENERAL FUND	211,260.62	340,054.38
CAPITAL FUND	31,294.55	
TID #6 DISTRICT	874.50	
TID #7 DISTRICT	7,322.00	
TID #4 DISTRICT	2,019.00	
SOLID WASTE ENTERPRISE	20,475.90	
COMPOST SITE ENTERPRISE FUND	220.97	

TOTAL --- ALL FUNDS	273,467.54	402,261.30

Heleen Bacon 6/14/2022
Seth Williams 6/14/22

COMMON COUNCIL

June 7, 2022

A meeting of the Common Council was called to order at 6:06 p.m. by Mayor Ward. The Pledge of Allegiance was recited. Roll call: Bacon, Statz, Williams, Gustafson, Nault, Wiederanders and Reeths were present.

Williams/Reeths to adopt the agenda and moving item 8 to the regular agenda. Carried.

Mayor Ward presented a Proclamation to Open Door Pride.

Mayor Ward presented a plaque to Barbara Herdina for her years of service on the Police & Fire Commission.

The following people spoke during public comment: Cathy Grier, 153 S. 3rd Ave; Mike Langenhorst, 15 Utopia Circle; Robin Urban, 1350 Memorial Dr; Tom Hilbert, 1344 Memorial Dr; Craig Nellis, 4216 Hwy 57; Jim Stawicki, 427 N. 18th Ave; Chris Kellems, 120 Alabama St.

A discussion took place regarding aquatic plants and aquatic plant harvesting. Mike Barker, Municipal Services Director, presented the current operations, equipment, crew training/boater safety, timing of weed growth, history of barge use in previous years, history of loads of aquatic weeds harvested, temperature and climate changes that play a role in the weed growth, chemical treatment spraying and the role of the DNR, that the aquatic management plan will be redone in 2023 and Harbor Commission education and involvement. No formal action was taken.

Bacon/Wiederanders to approve following bills: General Fund – \$107,883.91, Capital Fund - \$225,12.96, Cable TV - \$5,361.25, TID #6 - \$4,000.00, TID #4 - \$1,305.00, and Solid Waste Enterprise Fund - \$4,052.54 and Compost Site Enterprise Fund - \$109.31 for a grand total of \$347,836.97. Roll call: All voted aye. Carried.

Reeths/Williams to approve consent agenda:

- a. Approval of 5/17/22 regular Common Council minutes.
- b. Place the following minutes on file:
 - (1) Joint Parks & Recreation Committee/Board – 4/27/22
 - (2) Finance/Purchasing & Building Committee – 5/10/22
 - (3) Local Arts Board – 5/11/22
 - (4) Waterfront Redevelopment Authority – 5/11/22
 - (5) Ad Hoc NERR Committee – 5/13/22
 - (6) Parking & Traffic Committee – 5/23/22
 - (7) Joint Review Board – 5/24/22
 - (8) Joint Review Board – 5/24/22
- c. Place the following reports on file:
 - (1) Inspection Department Report – June 2021-April 2022
 - (2) Bank Reconciliation – April 2022
 - (3) Revenue & Expense Report – April 2022
- d. Consideration of: Beverage Operator licenses.
- e. Consideration of: Approval of Temporary Class B Beer and Class B Wine licenses for Fall 50 LLC.
- f. Consideration of: Approval of Temporary Class B Beer and Class B Wine licenses for Sturgeon Bay Visitor & Convention Bureau Inc.
- g. Consideration of: Approval of Class B Combination License for Butch's II, LLC 234 Kentucky St (formerly dba Nautical Inn) contingent upon violations found during inspection being corrected and compliance with Section 9.01(5) of the Municipal code.
- h. Consideration of: Approval of Annual "Class B" Combination licenses, Class "B" Beer licenses, "Class A" Combination licenses, Class "A" Beer licenses, Class "A" Liquor licenses, "Class C" Wine licenses, Class B Combination licenses (300 seat.)
- i. Consideration of: Approval of Noise Ordinance Exception for Door County Fair.
- j. Consideration of: Approval of Sidewalk Café Permit for Inn at Cedar Crossing.

- k. ~~Consideration of Street Closure Application for Destination Sturgeon Bay for Sturgeon Bay Farm Market. Moved to regular agenda.~~
- l. Parking & Traffic Committee recommendation re: Approve one-time payment in lieu of parking spaces for 221 Louisiana Street.
- m. Finance/Purchasing & Purchasing & Building Committee recommendation re: Approve Memo of Agreement between City of Sturgeon Bay and County of Door for sidewalk extension on S. Duluth Avenue.

Carried.

The Street Closure Application from Destination Sturgeon Bay was discussed. Nault/Gustafson to approve. Discussion took place regarding observations from the first market. It was noted that staff would reach out to DSB to discuss concerns. Carried.

The Mayor presented the following appointments:

POLICE & FIRE COMMISSION – 5 year term

Lois Kurschner

Nault/Reeths to confirm. Carried.

LOCAL ARTS BOARD – 3 year term

Stephanie Trenchard

Bacon/Statz to confirm. Carried.

BOARD OF REVIEW

Mike Herlache (fill unexpired term of Cathy Wiese)

Williams/Gustafson to confirm. Carried;

BICYCLE & PEDESTRIAN ADVISORY BOARD

Mark Smullen – SBSD rep appointment

Cameryn Ehlers-Kwaterski – one year term

Christopher Sullivan-Robinson

Wiederanders/Williams to confirm. Carried.

AESTETIC DESIGN & SITE PLAN REVIEW BOARD – 3 year term

Thad Birmingham

Nancy Schopf

Reeths/Statz to confirm. Carried.

HISTORIC PRESERVATION COMMISSION – 3 year term

Barry Mullen

Cameryn Ehlers-Kwaterski

Williams/Gustafson to confirm. Carried.

ZONING BOARD OF APPEALS – 3 year term

Dave Augustson

Ron Vandertie, Alt. No. 2

Wiederanders/Reeths to confirm. Carried.

HARBOR COMMISSION – 3 year term

Steve Propsom

Nancy Schopf

Nault/Bacon to confirm. Carried.

CABLE COMMUNICATION SYSTEM ADVISORY COUNCIL – 2 year term

Steve Propsom

Bacon/Williams to confirm. Carried.

Municipal Services Director Barker presented the bid openings for Bradley Lake Shoreline Restoration. It was noted that both bids came in well over budget. The low bid was Michels Construction at \$972,174.30 and the 2022 capital budget included \$400,000 for Bradley Lake Shoreline Restoration. Barker noted that he reached out to the lower bidder to see if they would be interested in a small scoped project but had not heard back by this meeting time. Williams/Wiederanders to bring this item back to the June 21, 2022 for further consideration. Carried.

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the draft development agreement with Cherry Tree Terrace/Apple Tree Terrace as presented.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

Introduced by VanLieshout. Bacon/Gustafson to approve. Carried.

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to approve proceeding with the Alabama Place street extension and approve the agreement with Chery Point Mall to purchase a portion of parcel #281-62-1000112, in the amount of \$7,500 and proceed with the acquisition.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

Introduced by Olejniczak. Wiederanders/Statz to approve. It is noted that Cherry Point Mall was very cooperative in dealing with the City of Sturgeon Bay in this transaction. Carried.


City Administrator VanLieshout gave his report.

Mayor Ward gave his report.

There was no closed session business.

Reeths/Williams to adjourn. Carried. The meeting adjourned at 7:38 p.m.

Respectfully submitted,



Stephanie L. Reinhardt
City Clerk/HR Director

COMMUNITY PROTECTION & SERVICES COMMITTEE

May 5, 2022

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

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

1. Roll Call
2. Adoption of Agenda
3. Approval of Minutes from April 7, 2022
4. Public Comment on Agenda Items
5. Public Hearing: Request from Andrew Werblow to operate taxicab in the City of Sturgeon Bay, DBA Door County Courier, LLC
6. Consideration of: Request from Andrew Werblow to operate taxicab in the City of Sturgeon Bay, DBA Door County Courier, LLC
7. Consideration of: Liquor Licenses
8. Consideration of: **Section 9 Chapter 6** – Outdoor Wood-Fired Furnaces
9. Consideration of: Technology Upgrades for the Community Room
10. Discussion of: Neglected or Abandoned City Property
11. Adjourn

All Ayes. Carried.

Approval of Meeting Minutes

Moved by Ald. Reeths, seconded by Ald. Wiederanders to approve the April 7, 2022 minutes. All Ayes. Carried.

Public Hearing

A public hearing regarding the request from Andrew Werblow to operate a taxicab in the City of Sturgeon Bay, DBA Door County Courier, LLC was open at 4:32p.m. There was no testimony. The public hearing was closed at 4:33p.m.

Operate a Taxicab in the City of Sturgeon Bay

Moved by Ald. Wiederanders, seconded by Ald. Reeths to recommend the Common Council approve the request from Andrew Werblow, Door County Delivers, to operate a taxicab in the City of Sturgeon Bay DBA Door County Courier. All Ayes. Carried.

Liquor Licenses

Currently the city has one available license. It is anticipated another license will become available by July. There is not set process as how to issue available licenses. At this time there are two applications for the one existing license.

In 2017 the committee discussed forming a process to allocate available licenses to those who apply. Nothing came out of the discussion at that time, and the one available license has not been issued since as no one has applied. Mr. Williams would like to revisit this discussion, and smooth out a process for distributing available licenses.

Per the City Clerk, there is a set number of Class B liquor/beer licenses owned by the city in which they lease to businesses from July 1 to June 30 of each year. That business is responsible for reapplying each year to obtain the license. A business cannot sell the license to any other entity as it belongs to the City.

It was decided to table this item until more discussion and information can be obtained. Items to be considered/suggested include:

- Date stamping applications; first to apply gets license.
- Develop and ordinance outlining how a license is distributed.
- Using a lottery system to choose who receives available licenses.
- Weighted process based off certain criteria.

This item will be placed back on the next agenda for further consideration.

Outdoor Wood-Fired Furnaces

Currently this is not an issue per Assistant Chief Montevideo, but wanted to discuss options in case it would become something more. The County does have an ordinance pertaining to wood-fired furnaces which could be mirrored by the City.

Wood-fired furnaces are specific to heating a home; they are not a kiln, stone oven or any other kind of fire place.

Hazard potentials that come with having a wood-fire furnace include:

- Produces large amounts of smoke; may disturb neighbors.
- Difficult installation; will probably need a permit application to verify safety.
- Large piles of firewood stored on property to use in the furnace.
- Develops rust and becomes an eyesore.

Consensus was these were not items geared for city/residential areas; these are geared more for county lots with more available space and acreage. Discussion to outlaw wood-fire furnaces in the City would be considered and this item should be placed back on the next agenda for further consideration.

Technology Upgrades for Community Room

No discussion. A process has been put in place.

Neglected or Abandoned Property

Discussion was opened up because of a number of City properties that need attention, and be cleaned up. It was asked if there was process in place to assist before such nuisance properties get out of hand? Ald. Williams questioned if a city ordinance needs to be reviewed and tightened up, or if involving a state law would be used to control the issue.

Chief Henry stated it depends on the level of the violation that decides which steps are taken. A low level violation, such as outdoor storage or property maintenance issue, can typically be dealt with by contacting the property owner and giving them an amount of time to fix the issue. A warning notice could be used to do this. If after the time allotted does not correct the issue, a citation might be rendered. It is set up on a case-by-case basis.

Mr. VanLieshout went through the process of how the City begins to handle neglected or abandoned property complaints. Any person can file or act on their own; they typically call the City to make a complaint. The complaint will then go to the appropriate department. The department will then determine the course of action to be taken, which may include: a letter or notice, warning, or

citation/fine depending. This usually resolves the issue. If the issue is not resolved additional enforcement might include more citations or even a court trial. If it goes to a court trial the City Attorney gets involved and costs start to accrue. Through the courts an action from a judge is received. This action may include the City going into the property and cleaning it up, charging the property owner on their tax roll. This process could take 2-3 years to complete, at a hefty cost to the City.

Getting to these properties before they get to a point a complaint is garnered is the question. Mr. Olejniczak stated coordination is the greatest need. He stated having someone in charge of property maintenance for the City would be ideal; as each department has its own process in handling complaints. Mr. VanLieshout that person would be like a code enforcement officer, which the City does not have.

Ald. Williams wanted to get the discussion started. Since a process is currently being considered, it was decided to table the item for now and possibly bring it back at a later date.

Moved by Ald. Wiederanders seconded by Ald. Reeths, to adjourn the meeting of the Community Protection Services Committee. All ayes. Carried. The meeting was adjourned at 5:38 p.m.

Respectfully submitted,

A handwritten signature in cursive script that reads "Sarah Spude-Olson".

Sarah Spude-Olson
Police Department Office Manager

AESTHETIC DESIGN AND SITE PLAN REVIEW BOARD
Monday, May 23, 2022

The Aesthetic Design and Site Plan Review Board meeting was called to order at 6:02 p.m. by Chairperson Rick Weisner in the Council Chambers, City Hall, 421 Michigan Street.

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

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

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from April 25, 2022.
4. Approval of minutes from May 9, 2022.
5. Consideration of: 26-unit multi-family development for S.C. Swiderski located at 827 N. 8th Avenue.
6. Adjourn.

All ayes. Carried.

Approval of minutes from April 25, 2022: Kelsey fox indicated that she was not at the April 25 meeting and the minutes should be amended. Moved by Mr. Burk, seconded by Mr. Augustson to approve the minutes with the correction. All ayes. Carried.

Approval of minutes from May 9, 2022: Moved by Ms. Fox, seconded by Mr. Burk to approve the minutes. All ayes. Carried.

Consideration of: 26-unit multi-family development for S.C. Swiderski located at 827 N. 8th Avenue. Jacqui McElroy, Kortni Wolf and Madeline Clark, representatives from S.C. Swiderski, put on a presentation explaining their proposal for Sunset Estates, a 26-unit multi-family development at 827 N. 8th Avenue. There will be two different buildings types, Bedford and Huntington, with an enclosed dumpster and mail buildings. Entrances will be off of Delaware and Erie Streets and will have a community garden and patio location. The property has been rezoned to PUD. Apartments will consist of two- and three-bedroom units with ample parking. Finishes were displayed and will consist of cedar shake shingles on the front of Bedford buildings, windows on the garages and landscaping between them. Patios will have dividers for privacy. Entrances will be covered, which was requested by the City. The mail building will be covered. There are two signs. The dumpster will be enclosed with cedar fencing. Interior and exterior fixtures were all shown in the presentation.

Mr. Weisner questioned if there would only be one dumpster area. Ms. Clark explained that the dumpster will be for the Huntington buildings and the Bedford buildings will use city garbage pickup.

Mr. Augustson questioned the number of signs. Ms. Clark explained there will be one by Delaware Street and one by Eric Street at the entrances. Mr. Sullivan-Robinson questioned why they are shown parallel to the street rather than perpendicular. Ms. Clark explained they are one-sided signs and they are more visible when parallel so both traffic directions can see it. Mr. Weisner questioned if the signs would be lighted and Ms. Clark explained they will not.

Mr. Weisner questioned if the lights are LED and who is responsible for changing them. Ms. Clark explained that interior lights will be replaced by tenants but outdoor lights will be replaced by maintenance.

There is a property manager on site at their existing development who will also manage these buildings. Tenants are only responsible for electric usage. All other utilities are paid by Swiderski, including heat, which will be hydronic.

Mr. Weisner questioned if snow will be removed or piled up. Ms. Clark explained that areas have been designated for snow placement and removal.

Mr. Weisner questioned if retention ponds are needed. Mr. Sullivan-Robinson indicated that no ponds are needed. Ms. Clark further explained that there is a storm water basin under the Huntington buildings.

Mr. Sullivan-Robinson questioned the use and placement of trees. It was explained that the landscape plan shows the correct placement and use of trees. Mr. Sullivan-Robinson explained that the City doesn't particularly like Japanese lilac or Red Oak trees and they will need to choose native species when taking out the permits for trees.

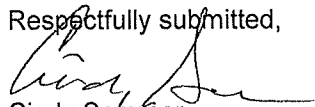
Mr. Weisner questioned if Swiderski plans to keep the buildings or resell at a later date. Ms. Clark explained that they keep them as a general plan, which is why they keep up the maintenance and why the aesthetic details are important.

Mr. Weisner questioned the use of low flow toilets. Ms. Clark, Wolf and McElroy all believe they are low flow: they have a team that looks into ways to be more efficient, which is why they also use hydronic heat and do not charge tenants for heat. A/C will be wall units.

Moved by Mr. Burk to accept as presented. Seconded by Mr. Augustson. All ayes. Carried.

Adjourn: Moved by Mr. Augustson, seconded by Mr. Burk to adjourn. All ayes. Carried. The meeting adjourned at 6:18 p.m.

Respectfully submitted,



Cindy Sommer
Community Development
Administrative Assistant

CITY OF STURGEON BAY
JOINT PARKS AND RECREATION COMMITTEE / BOARD MEETING
Wednesday, May 25, 2022
Council Chambers, City Hall, 421 Michigan Street
5:30 P.M.

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

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

Adoption of the Agenda: A motion was made by Ald. Gustafson and seconded by Mr. Renstrom to adopt the agenda with corrected item numbering as shown below.

1. Roll call
2. Adoption of Agenda
3. Review of Minutes of April 27, 2022
4. Public Comment on Agenda Items
5. Discussion on weigh-on-the-water with Fishing Tournaments
6. Review of Minutes from the Local Arts Board Meeting of April 20, 2022
7. Discussion on dedications on Graham Park and Confluence, Westside Waterfront Promenade and Woolly Mammoth
8. Recommendation from the Local Arts Board to approve paying a \$740 stipend to artists with art on loan to the City
9. Recommendation from the Local Arts Board to approve paying a \$740 stipend to artist Steven Haas for "Crosswind Approach"
10. Director's report
11. Adjourn

All in favor. Carried.

Review of Minutes of April 27, 2022: No Comments.

Public Comment on Agenda Items: No public comments.

Discussion on weight-on-the-water with Fishing Tournaments: The committee/board spoke about the recent fishing tournaments held at Sawyer Park and their outcomes. Details were provided on any parking/traffic problems and if anyone saw fish plagued with the bass virus. Comments had been gathered from several of the fishermen participating and they agreed that weigh-on-the-water is the preferred method. Fishing tournament rules that were updated last year were beneficial this year. It was determined that tournaments held at other areas not being held at Sawyer Park, cannot be regulated by the City. An updated version of the current Fishing Tournaments Rules and Regulations will be created and will be circulated for review at the next meeting.

Review of Minutes from the Local Arts Board Meeting of April 20, 2022: No comments on the minutes. Ald. Bacon provided an update on the Wisconsin Sea Grant mural project.

Discussion on dedications on Graham Park and Confluence, Westside Waterfront Promenade and Woolly Mammoth: The dedication at Graham Park and the water fountain, "Confluence", is set for June 3rd at 11 AM the Woolly Mammoth at Bay View Park is on June 11th at 9 AM. The Westside Waterfront Promenade dedication has already taken place.

Details were given to the members about the upcoming "Kick Off to Summer" being held at Sunset Park and hosted by the City.

Recommendation from the Local Arts Board to approve paying a \$750 stipend to artists with art on loan to the City: Background was provided on why stipends should be paid and on what situations could warrant a stipend and how this item would be budgeted.

A motion was made by Ald. Nault and seconded by Mr. Husby to take this Recommendation from the Local Arts Board to approve paying a \$750 stipend to artists with art on loan to the city, to the Finance Committee for research and review.

All in favor. Carried.

Recommendation from the Local Arts Board to approve paying a \$750 stipend to artist Steven Haas for "Crosswind Approach": A motion was made by Ald. Nault and seconded by Mr. Husby to take this Recommendation from the Local Arts Board to approve paying a \$750 stipend to artist Steven Haas for "Crosswind Approach", to the Finance Committee for research and review.

All in favor. Carried.

Director's report: Bids are opening up following week for the Bradley Lake restoration project.

Big Hill Park now has a gravel path that connects with 9th Avenue.

The Franke Park walkway has been closed to the public until further notice as it is unsafe. Plans to repair will need to be worked out as it is a DNR wetland.

Signage has been put up at the Dog Park and Woods Park.

Next Meeting Date: Wednesday, June 22, 2022 @ 5:30 P.M. – City Hall.

Motion by Ald. Nault and seconded by Mr. Larsen to adjourn. All in favor. Carried. Meeting adjourned at 6:50 P.M.

Respectfully submitted,



Patricia S. Quinn
Municipal Services Secretary

FINANCE/PURCHASING & BUILDING COMMITTEE
May 31, 2022

A meeting of the Finance/Purchasing & Building Committee was called to order at 4:00 pm by Chairperson Bacon in the Council Chambers, City Hall. Roll call: Alderpersons Bacon, Wiederanders and Williams were present. Also present: Community Development Director Olejniczak and Office Accounting Assistant II Metzger.

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

1. Roll call.
2. Adoption of agenda.
3. Public comment on agenda items and other issues related to finance & purchasing.
4. Consideration of: Financing of Sidewalk Extension on S. Duluth Ave.
5. Consideration of: Purchase of Right-of-Way from Cherry Point Mall (Parcel #281-62-10000112)
6. Consideration of: Development Agreement for Cherry Tree Terrace/Apple Tree Terrace.
7. Convene in closed session in accordance with the following exemptions:

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

- a. Consideration of: Purchase of Right-of-Way from Cherry Point Mall
(Parcel# 281-62-10000112)
- b. Consideration of: Development Agreement for Cherry Tree Terrace/Apple Tree Terrace.

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

8. Review bills.
9. Adjourn.

Carried.

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

Consideration of: Financing of Sidewalk Extension of S. Duluth Ave.

Community Development Director Olejniczak explained the property known as Woldt's Corner is being sold to a developer with approval for redevelopment into a 3- unit commercial building, that includes a Starbucks. There is concern with the increase of pedestrian traffic generated from the development and the Justice Center Huber inmates, as the sidewalk on Duluth ends north of the highway. After discussion with the Door County Highway Department, extending the sidewalks along Duluth Avenue are in the planning stages. The developer was informed that the Duluth Avenue sidewalk extension would happen in the future, therefore the recommendation to the developer, 911 Green Bay Road Partners, LLC, was to install the sidewalks now as part of their construction phase, to the County's specification. Mr. Olejniczak stated if the developer installs the sidewalk now, the City agrees to finance the sidewalk expense by covering the developer's cost. The Developer would repay the City using the standard parameters of the City's special assessment policy, allowing for payments over 6 or 12 years at prime rate

of interest. An agreement was drafted between the City, County and the developer outlining the terms. The City's estimates the project costs to be approximately \$17,000.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to approve the Memorandum of Agreement for the sidewalk extension on S. Duluth Ave. Carried.

Consideration of: Purchase of Right-of-Way from Cherry Point Mall (Parcel #281-62-10000112)

Community Development Director Olejniczak explained the City has been working on the Alabama Place street extension for some time. Recently the City purchased a 1.54-acre parcel from Daniel Kreuger located at the end of Alabama Place. The PUD for Fire Lane Rentals, LLC located on the former Peil property was approved by the Council conditional upon them providing their right-of-way. The final property needed to be acquired for the right of way to allow for the roadway connection is owned by the Cherry Point Mall. The City negotiated the sale for approximately 1,660sq ft of property plus and easement, in the amount of \$7,500 plus surveying and closing costs. The TID #6 district will cover the costs.

Moved by Alderperson Wiederanders, seconded by Alderperson Williams to recommend to Common Council to approve proceeding with the Alabama Place street extension and approve the agreement with Cherry Point Mall to purchase a portion of parcel # 281-62-10000112, in the amount of \$7,500 and proceed with the acquisition. Carried.

Consideration of: Development Agreement for Cherry Tree Terrace/Apple Tree Terrace:

Community Development Director Olejniczak stated the City approved the PUD for a 68- unit apartment project for Doreen Phillips and her partners (Fire Lane Rentals, LLC) on the former Peil parcel. She previously negotiated with the City to purchase 1048 Egg Harbor Rd which will serve as access to the development. The City and Ms. Phillips have been working to negotiate terms to utilize the same engineer and construction services for both her development and the City's street extension project. The proposed development agreement presented specifies the responsibilities for both parties.

Mr. Olejniczak outlined the various parameters comprising the draft development agreement. In addition, he stated the City estimates the cost for public street and utility improvements at \$420,000. Some of which will be covered by the Sturgeon Bay Utilities. The development is projected generate about \$150,000 in annual increment if fully built out and about \$75,000 annually at the proposed minimum assessed value.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to approve the draft development agreement for Cherry Tree Terrace/Apple Tree Terrace. Carried.


The Committee did not enter into closed session.

Review bills

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

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to adjourn. Carried. The meeting 4:26pm.

Respectfully submitted,


Tricia Metzger

CITY PLAN COMMISSION MINUTES June 1, 2022

A meeting of the City Plan Commission was called to order at 6:00 p.m. on Wednesday, June 1, 2022, by Chairperson David J. Ward in Council Chambers, City Hall, 421 Michigan Street, Sturgeon Bay.

Roll Call (#1): Members David Ward, Helen Bacon, Dennis Statz, Mark Holey, Debbie Kiedrowski, Kirsten Reeths and Jeff Norland were present. Staff present were Community Development Director Marty Olejniczak, Zoning/Planning Administrator Christopher Sullivan-Robinson, and Community Development Administrative Assistant Cindy Sommer.

Agenda (#2): Motion by Bacon and seconded by Norland to accept the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from April 27, 2022.
4. Public comment on non-agenda Plan Commission related items.
5. Conditional use application for 96-unit multiple-family residential development proposed by Pre / 3 LLC for parcel # 281-66-12001605, which is located immediately east of Target.
 - a. Presentation
 - b. Public Hearing
 - c. Consideration
6. Consideration of: Certified Survey Map for Bayhill, LLC (Lucille Kirkegaard) for property located on N. 9th Ct.
7. Consideration of: Zoning Code amendments pertaining to dimensional and residential density requirements.
8. Adjourn.

Approval of minutes from April 27, 2022 (#3): Motion by Holey and seconded by Kiedrowski to approve the minutes from April 27, 2022. All ayes. Motion carried.

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

Conditional use application for 96-unit multiple-family residential development proposed by Pre / 3 LLC for parcel # 281-66-12001605, which is located immediately east of Target (#5).

Mr. Olejniczak explained that staff recommends approval as presented with the following restrictions: 1) A walkway be installed leading from the northeasterly driveway to Duluth Avenue; 2) approval by the Aesthetic Design & Site Plan Review Board; 3) final storm water plan to be approved by the City Engineer, and; 4) easements must be obtained for public utilities per City specifications.

Jared Schmidt of R.E. Lee, 1250 Centennial Center Blvd, Hobart, WI presented the proposed 96-unit project. He feels this project will appeal to working class families with proposed rent to be about \$1200-1300 per month. The units are two bedroom individual units with parking and garages. There are eight 12-unit buildings. The site will have generous green space, central storm water and an added gazebo surrounded by green space. An office with management on-site will be located on the east side of the property. There are three proposed entries, one on the south and two on the north. One driveway was eliminated from an earlier plan to allow for added green space and to preserve the existing trees and privacy to residences to the east. Parking stalls are located so headlights will shine away from the neighbors.

Mr. Schmidt distributed a photo depicting samples of color and material choices for siding and roof as well as an aerial view of a similar project completed by his firm. He explained that storm water management has been worked out with the public utilities and easements will be obtained. A sidewalk has been added from the northeast driveway to Duluth Avenue.

A full landscape plan was submitted. Mr. Schmidt pointed out that trees were not added in areas of water/utilities access to ease access to utilities for repairs. A variety of other trees and shrubs have been placed throughout.

The Commission discussed; 1) whether a playground could be added; 2) whether animals would be permitted and if a designated place would be provided for them; 3) if there would be walkways on the south side; 4) which trees could be considered invasive or undesirable; 5) if the pond would be filled at all times; 6) if options other than a gazebo were discussed, such as a community garden or patio space.

Mr. Schmidt responded to discussions; 1) most of the units will likely be occupied by single people or retired people and playgrounds are historically not well used; 2) he was not sure if animals would be permitted in this development; 3) they do not own the property to the south so they cannot provide walkways on that side; 4) the trees can be altered to more desirable species; 5) the pond will be filled at all times; 6) a gazebo is the preferred option.

Public Hearing: The mayor opened the hearing at 6:25 p.m. Maria Antink of 3137 S. Duluth questioned; 1) who owns the property south of the development and who will maintain the road; 2) who will enforce the speed limit and handle the increase in traffic; 3) will there be a buffer between her property and the development.

Susan Pascke of 1628 Texas Place questioned whether animals would be permitted in the development and if a designated place for them is planned to avoid the use of her property that abuts to the north, which is in the Town of Nasewaupee.

The mayor closed the hearing at 6:30 p.m.

Consideration: Mr. Olejniczak explained that there is a private road easement in place on the south which is in the Town of Nasewaupee and therefore maintenance and enforcement of speed or traffic concerns would fall on the abutting property owners. Mr. Schmidt explained that a dozen or so trees will be in place between the development and the Antink property and the driveway has been set back away from the property line by about 60-70 feet and green space was added. Mr. Olejniczak explained that no traffic study was done as the previous street improvements for the Target development were based upon anticipated traffic from a grocery store at this site and traffic from housing units will likely be less. Commission members suggested that Callery Pear, Norway Maple, Bearberry and Chinkapen trees be replaced with Pagotta Dogwood, Serviceberry or Black Cherry trees, which are native species.

Mr. Norland moved to approve recommendation as presented with the four staff conditions; 1) A walkway from the northeasterly driveway to Duluth Avenue; 2) subject to approval by the Aesthetic Design & Site Plan Review Board; 3) final stormwater plan must be approved by the City Engineer, and; 4) easements must be obtained for public utilities per City specifications, and also a condition that the tree species be changed as previously discussed. Motion seconded by Mr. Statz. Ms. Reeths moved to modify motion to add a condition to include a designed area on the site for pets if the development allows pets. Mr. Norland seconded motion. All ayes. Motion to amend the original motion carried. A vote was then taken on the original motion as amended. All ayes. The amended motion carried.

Consideration of: Certified Survey Map for Bayhill, LLC (Lucille Kirkegaard) for property located on N. 9th Ct. (#6):

Mr. Olejniczak explained that Lucille Kirkegaard is the agent for Bayhill, LLC, who purchased the vacant lot on North 9th Court. Ms. Kirkegaard proposes to use the property for two-family duplexes that would be marketed as senior and/or accessible living. The Certified Survey Map to create four lots was submitted but has two issues: 1) Lot 4 does not have street access; 2) 9th Court ends in a cul-de-sac but the right-of-way goes beyond the cul-de-sac. Options to overcome the issues are; 1) extend the road, which is expensive and would likely kill the project; 2) vacate the street right-of-way with access via a private easement; 3) gain access by way of a private driveway agreement using the right-of-way for 9th Court. The driveway

agreement would provide for maintenance, snow plowing, etc. between Kirkegaard and the Big Hill Regency Apartments.

The Commission discussed the need for senior housing and the staff recommendation to approve the CSM subject to a shared driveway agreement.

Motion by Ms. Reeths to approve the Bayhill, LLC Certified Survey Map subject to an agreement between the property owners to share the private driveway and coordinate maintenance. Seconded by Mr. Statz. All ayes. Motion carried.

Consideration of: Zoning Code amendments pertaining to dimensional and residential density requirements.

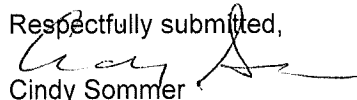
Mr. Olejniczak opened a discussion about dimensional requirements of lots within the City and requests direction from the Commission on whether changes would be considered after more research. The City currently has a 75 foot minimum width requirement for R-2 and R-3 lots. Many homes built before the requirement are much narrower and do not conform. Reducing the minimum could create more flexibility in creating additional affordable housing. Mr. Sullivan-Robinson suggested the Commission look at the lots in the former shipyard that are currently for sale or recently sold that are 5500 square feet with less than 75 feet of frontage.

The Commission discussed many of the smaller housing areas within the City and the general consensus is that smaller lots could be beneficial and this would only be a change to the minimum width, therefore future developers would still build to their markets and there is no desire to make existing lots smaller. Recommendation was for staff to move forward at a future meeting.

Next meeting: Chair Ward stated the next meeting of the Commission will be Wednesday, July 20, 2022, at 6:00 p.m.

Adjourn (#8): Mr. Norland made the motion to adjourn, seconded by Ms. Reeths. All ayes. Motion carried. The meeting adjourned at 7:17 p.m.

Respectfully submitted,



Cindy Sommer
Community Development
Administrative Assistant

BOARD OF PUBLIC WORKS
June 7, 2022

A meeting of the Board of Public Works was called to order by Mayor Ward at 6:00 p.m. Roll call: Members Bacon, Statz, Williams, Gustafson, Nault, Wiederanders, Reeths and Ward were present.

Gustafson/Nault to adopt agenda.

1. Call to order.
2. Roll call.
3. Adoption of agenda.
4. Election of Chairperson.
5. Consideration of: Results of public hearing on special assessments for declaring intent to levy special assessments for curbing installation along Alley W14.
6. Consideration of: Results of public hearing on special assessments for declaring intent to levy special assessments for sidewalk installation along both N 14th Avenue and Rhode Island Street.
7. Adjourn.

Carried.

Williams/Statz to nominate Helen Bacon as Chairperson of Board of Public Works. Carried.

Nault/Ward to recommend to the Common Council to accept public hearing results and direct staff to prepare resolution to levy special assessment upon property for curbing installation along Alley W14. Carried.

Williams/Wiederanders to recommend to the Common Council to accept public hearing results and direct staff to prepare resolution to levy special assessment upon property for sidewalk installation along both N 14th Avenue and Rhode Island Streets. Carried.

Nault/Gustafson to adjourn. Carried. Meeting adjourned at 6:06 p.m.

Respectfully submitted,



Stephanie Reinhardt
City Clerk/HR Director

Board of Review
June 8, 2022

A meeting of the Board of Review was called to order at 9:00 am by Chairperson Loss in Council Chambers, City Hall. Roll call: Members Herlache, Loss, Phipps, Wiegand, and Allmann were present. Also present: City Clerk Stephanie Reinhardt and City Assessor Myles McKown.

Phipps/Allmann to adopt the following agenda:

1. Roll call.
2. Adoption of Agenda.
3. Election of Chairperson.
4. Receive objections/hear testimony as appropriate/examine the assessment roll for errors.
5. Adjournment will take place when all hearings and deliberations have been completed.

Carried.

Wiegand/Allmann to nominate Robert Loss as Chairperson. Phipps/Herlache to close nominations. Carried.

City Assessor McKown noted that the assessment role was complete and signed.

Wiegand/Phipps to approve the Request for Waiver for Board of Review hearing for Wal-Mart Real Estate Business Trust re: parcel #'s: 281-70-32001301, 281-70-32001611, and 281-70-32001602. Carried.

There were no other objections.

Allmann/Phipps to adjourn. Carried. The meeting adjourned at 11:00 am

Respectfully submitted,



Stephanie L. Reinhardt
City Clerk/Human Resources Director

WATERFRONT REDEVELOPMENT AUTHORITY
Wednesday, June 8, 2022

A meeting of the Waterfront Redevelopment Authority ("WRA") was called to order at 3:03 p.m. by Vice Chair Ryan Hoernke in the Council Chambers, City Hall, 421 Michigan Street, Sturgeon Bay.

Roll Call (#1): Members present: Ryan Hoernke, John Hauser, Barbara Pfeifer and Carrie Tjernagel were present. Members Chris Jeanquardt and Spencer Gustafson were absent. Member Dan Williams was excused. Staff present were WRA Secretary Marty Olejniczak, City Planner/Zoning Administrator Christopher Sullivan-Robinson, and Community Development Administrative Assistant Cindy Sommer.

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

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from May 11, 2022.
4. Public comment on agenda items.
5. Update on current waterfront redevelopment activities.
6. Consideration of: Transfer of property located at between W. Larch Street and W. Locust Street – Bridgeport Resort parking lot (parcel no. 281-64-61001907A).
7. Adjourn.

All ayes. Motion carried.

Approval of minutes from May 11, 2022 (#3): Motion was made by Tjernagel and seconded by Hauser to approve the minutes from May 11, 2022. All ayes. Motion carried.

Public Comment on agenda items (#4): Chris Kellems of 120 Alabama Street recommended the City quit claim the property located between W. Larch Street and W. Locust Street to Bridgeport Resort. She feels this is the simplest and easiest solution.

Update on current waterfront redevelopment activities (#5): Mr. Olejniczak explained that he still hasn't heard back from the DNR on the old grant on the property by Sonny's Pizza's parking lot and will reach out again. Peter Gentry is still working on revamping his plan, but it will likely not be ready until late June or into July. The contractor for the breakwater site is working on a new financing package and should be submitting a new proforma soon.

The ribbon cutting for the promenade went well. The lease with Great Lakes Towing was approved and some money should be coming back to City via lease payments to cover improvements to the docking facility. They also received some grant money. The Woolly Mammoth celebration is scheduled for this Saturday at 9:00 am. Light refreshments, including mammoth cookies, will be available.

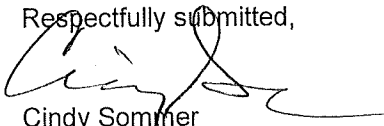
Consideration of: Transfer of property located at between W. Larch Street and W. Locust Street – Bridgeport Resort parking lot (parcel no. 281-64-61001907A) (#6): Mr. Olejniczak explained the WRA currently owns the easterly 13 plus feet of the parcel and Bridgeport owns the westerly 50 feet of the parking lot between W. Larch Street and W. Locust Street. The development agreement from 1995 provided the 50 feet of land south of Larch Street to Bridgeport for a parking lot. In 1997 the City traded property with the adjoining Wolf Brothers land to gain the additional 13 feet. Mr. Olejniczak's theory is that the extra 13 feet was needed because 90 degree parking stalls would not be possible on only 50 feet of land and the extra 13 feet would ease parking. Quit claiming the land to Bridgeport was probably supposed to happen at that time but may have been overlooked. The WRA currently owns the 13 feet. Bridgeport could potentially make an adverse possession claim. The simplest solution is to quit claim the property to Bridgeport and let them assume full ownership of the parking area.

The members discussed whether the City had any ownership interest. Mr. Olejniczak does not believe so but will verify that with the city attorney before proceeding. Bridgeport hasn't been contacted at this point.

Motion made by Pfeifer to quit claim the parcel to Bridgeport. Seconded by Tjernagel. All ayes. Motion carried.

Adjourn (#7): Motion to adjourn by Hauser and seconded by Pfeifer. All ayes. Motion carried. The meeting was adjourned at 3:18 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Cindy Sommer', written over the typed name.

Cindy Sommer
Community Development
Administrative Assistant

7b9.

7b9.

Ad Hoc NERR Advisory Committee
June 10, 2022

A meeting of the Ad Hoc NERR Advisory Committee was not held due to lack of quorum.

Respectfully submitted,



Laurie Spittlemeister,
Deputy Clerk/Treasurer



STURGEON BAY POLICE DEPARTMENT



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

To: The Honorable Mayor
Members of the Common Council
Members of the Police and Fire Commission
City Administrator Josh VanLieshout

From: Assistant Chief Daniel J. Brinkman

Subject: Monthly Report for May, 2022

Date: June 6, 2022

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

Crimes Investigated

The Department, during the month, investigated a total of 41 crimes.

These crimes can be broken down and classified as follows.

Bail Jumping.....	04
Theft.....	04
Fraud / Forgery.....	08
Death Investigation.....	01
Domestic Abuse.....	05
Disorderly Conduct.....	05
Possess Controlled Substance.....	04
Violate Court Order.....	02
Burglary.....	01
Criminal Damage to Property.....	03
Sex Offenses.....	02
Weapon Offenses.....	01
Identity Theft.....	01
TOTAL	41

Arrests

The Department completed a total of 106 arrests during the month. These arrests encompass violations from traffic to felony, and are listed below by type of violations and number of arrests for each category.

A. Felony Crime Arrests

Bail Jumping.....	04
Possess Controlled Substance.....	01
TOTAL	05

B. Misdemeanor Crime Arrests

Disorderly Conduct.....	04
Battery.....	01
Resist / Obstruct Officer.....	03
Possess Controlled Substance.....	01
Weapon Offenses.....	01
Bail Jump.....	05
Fraud.....	01
Violate Court Order.....	01
Possess Drug Paraphernalia.....	01
TOTAL	18

Wisconsin Probation & Parole Arrests / Warrant Arrests..... 13
TOTAL 13

C. Ordinance Violation Arrests

Disorderly Conduct	02
Underage Alcohol Offenses.....	01
Misuse of 911 Non-Emergency System.....	01
Possess Drug Paraphernalia.....	02
Possess THC.....	02
TOTAL	08

D. Traffic Crime Arrests

Operate while Intoxicated.....	02
Operate while Revoked.....	04
Ignition Interlock Tampering.....	03
Operate w/o Driver's License.....	02
Hit & Run Vehicle.....	01
TOTAL	12

E. Traffic Violation Arrests

Operate Motor Vehicle while Intoxicated.....	05
Operate Motor Vehicle while Suspended/Revoked.....	06
Speeding.....	05
No Valid Driver's License.....	05
Operate M/V without Insurance.....	04
Seatbelt Violations.....	02
Miscellaneous Violations.....	23
TOTAL	50

In addition to the preceding arrests, the Department conducted a total of 212 traffic stops during the month and logged 120 violations for various motor vehicle defects and local ordinances and issued 99 written warnings for those violations. A total of 12 parking tickets were issued for violations throughout the city.

Traffic Accidents

The Department during the month investigated a total of 19 vehicle accidents. These accidents are categorized into four types.

A.	Motor Vehicle Accidents Involving Fatalities	00
B.	Motor Vehicle Accidents Involving Injuries.....	05
C.	Motor Vehicle Accidents Involving Property Damage	14
	(greater than \$1,000.00)	
D.	Motor Vehicle Accidents Involving Property Damage	00
	(less than \$1,000.00)	
		TOTAL 19

Police Service Calls

Department members handled 424 service calls during the month. These calls consist of both citizen requests for police service as described below (351), crimes investigated (41), traffic accidents investigated (19), and Wisconsin Probation and Parole Assists (13).

A.	Traffic and Road Incidents.....	83
	This category consists of all assignments involving assists to stranded motorists, directing traffic, complaints of noisy or otherwise disorderly vehicles, removing obstructions from roadways, and all parking problem complaints.	
B.	Noise Complaints.....	07
	These complaints involve private parties, licensed liquor establishments, and parties in public places.	
C.	Sick and Injured Persons.....	32
	Assistance rendered to the Ambulance Service and sick or injured persons.	
D.	Alarms.....	33
	Officers responded to activated burglar and hold-up alarms at area banks and other business establishments and residences as well as fire alarms.	
E.	Complaints Involving Animals.....	22
	Investigations by officers of noisy animals, loose animals, animal bites, wild animals and sick, injured or dead animal complaints.	
F.	Civil Disputes.....	05
	Arguments between neighbors, landlords and tenants, and family members where no crimes have been committed.	
G.	Escorts.....	00
	Transporting citizens, money escorts for area financial institutions, funerals, and for area industry and farming.	
H.	Citizen Assist	47
	This category is broad and involves such services as assistance in gas drive-off, emergency notifications, attempts to locate people, retrieval of personal property, and vehicle registration assistance.	

I. Assistance Rendered to Other Agencies.....05

Includes assistance to other law enforcement and government agencies.

J. Suspicious Person / Vehicle / Circumstance33

Involves both citizen complaints and observations by officers on patrol who took investigative action in regard to the suspicious behavior of vehicles and people.

K. Self-Initiated Field Activity.....01

All initiated activity by the officer to include, but not limited to, routine security checks of area industries, businesses, city parks, residences, and compliance checks of local liquor establishments.

L. Juvenile Problems06

Requests for police service that strictly involve property calls and all unfounded calls for police service. The calls vary from mischief to family problems to runaway situations.

M. Miscellaneous Incidents58

Includes arrest warrants served, recovered property calls, unfounded calls for police service and minor calls for police service. This category includes 9-1-1 calls investigated by Department members during the month.

N. Welfare Checks19

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

TOTAL 351

Department Training

The Joint SWAT Team and Dive Team completed their monthly training. Eight officers attended High in Plain Sight, one officer completed his certification as a Conducted Energy Weapon (TASER) instructor for the department, one officer attended the Death Investigation Academy, one officer attended Wide Area Search Training, two officers attended training for Missing and Exploited Children Response Team, four officers attended Active Threat Integrated Response and all department officers completed firearms training.

Department Education

Assistant Chief Brinkman presented Civilian Response to Active Threat Events to Door County Medical Center employees at the Algoma campus.

Special Note

Four officers from the department Honor Guard attended the Wisconsin Law Enforcement Memorial Ceremony in Madison. Every year in May, SBPD Honor Guard members attend the ceremony to honor fallen officers.

Respectfully submitted,



Assistant Chief Daniel J. Brinkman

MAY 2022 BANK RECONCILIATION**CHECKING ACCOUNTS**

GENERAL FUND		ARPA
NICOLET		NICOLET
PRIOR G/L BALANCE	5,288,220.32	467,698.97
REVENUE	606,694.22	29.60
DISBURSEMENTS	1,027,962.87	0.00
AMOUNT IN TRANSIT	55,436.84	0.00
ADJUSTMENTS	11,087.84	0.00
ENDING BALANCE	4,822,602.67	467,698.57

INVESTMENT ACCOUNTS

GENERAL/CAPITAL FUND		INVESTMENTS
PRIOR G/L BALANCE	249,474.00	
REVENUE	498,205.15	
DISBURSEMENTS	211.48	
AMOUNT IN TRANSIT	0.00	
ADJUSTMENTS	0.00	
ENDING BALANCE	747,467.67	

BANK BALANCE	4,850,960.03	467,698.57
LESS OUTS, CHECKS	28,357.36	0.00
	4,822,602.67	467,698.57

747,467.67	
0.00	
747,467.67	

SAVINGS ACCOUNTS

GENERAL FUND		GENERAL FUND	CAPITAL - BUILDING DEBT	CAPITAL PROJECTS	CAPITAL PROJECTS DEBT	TIF #3 CONSTRUCTION	TIF #3 DEBT
STATE - #2		NICOLET BANK - IMBI	STATE - #9	STATE #13	STATE #15	STATE - #14	STATE - #08
PRIOR G/L BALANCE	5,342,007.86	0.00	6,329.82	413,024.90	86,643.78	6,278.20	815,048.38
REVENUE	4,989.19	0.00	3.32	49,128.24	181.50	3.27	427.55
DISBURSEMENTS	566,739.45	0.00	0.00	0.00	0.00	150.00	0.00
AMOUNT IN TRANSIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ENDING BALANCE	4,780,257.60	0.00	6,333.14	462,153.14	86,825.28	6,131.47	815,475.93
BANK BALANCE	4,780,257.60	0.00	6,333.14	462,153.14	86,825.28	6,131.47	815,475.93

GENERAL FUND		GENERAL FUND	CAPITAL - BUILDING DEBT	CAPITAL PROJECTS	CAPITAL PROJECTS DEBT	TIF #3 CONSTRUCTION	TIF #3 DEBT
STATE - #1		STATE - #3	TIF #2 DEBT 98A&B	TIF #2 AMENDED AREA	TIF #2 AMENDED AREA	TIF #4 DEBT SVC	TID #4 CONSTRUCTION
PRIOR G/L BALANCE	1,077,386.96	12,787.03	4,011,622.83	55,767.18	149,189.71	13,691.41	485,600.45
REVENUE	18,816.22	6.69	37,318.74	29.25	78.26	79.81	15,329.14
DISBURSEMENTS	0.00	150.00	0.00	0.00	0.00	950.00	953.50
AMOUNT IN TRANSIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ENDING BALANCE	1,096,203.18	12,643.72	4,048,941.57	55,796.43	149,267.97	12,821.22	489,976.09
BANK BALANCE	1,096,203.18	12,643.72	4,048,941.57	55,796.43	149,267.97	12,821.22	489,976.09

6/15/2022

7c3.

FOR FUND: GENERAL FUND
FOR 5 PERIODS ENDING MAY 31, 2022

DEPARTMENT DESCRIPTION	MAY BUDGET	MAY ACTUAL	VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	VARI- ANCE
REVENUES	13,641,065.00	202,618.69	(98.5)	13,641,065.00	13,641,065.00	6,799,068.49	(50.1)
GENERAL FUND	13,641,065.00	202,618.69	(98.5)	13,641,065.00	13,641,065.00	6,799,068.49	(50.1)
TOTAL REVENUES	13,641,065.00	202,618.69	(98.5)	13,641,065.00	13,641,065.00	6,799,068.49	(50.1)
EXPENSES							
GENERAL FUND	1,391,104.58	1,365.39	99.9	1,465,402.82	1,595,425.00	115,584.48	92.7
MAYOR	13,745.00	1,022.68	92.5	13,745.00	13,745.00	4,736.59	65.5
CITY COUNCIL	66,685.00	4,898.11	92.6	66,685.00	66,685.00	28,489.96	57.2
LAW/LEGAL	95,000.00	4,570.00	95.1	95,000.00	95,000.00	14,495.00	84.7
CITY CLERK-TREASURER	466,830.00	36,220.62	92.2	466,830.00	466,830.00	182,541.20	60.8
ADMINISTRATION	208,015.00	16,801.84	91.9	208,015.00	208,015.00	74,732.57	64.0
COMPUTER	141,350.00	8,807.37	93.7	141,350.00	141,350.00	60,550.01	57.1
CITY ASSESSOR	78,208.33	876.24	98.8	78,241.65	78,300.00	27,760.77	64.5
BOARD OF REVIEW	1,520.00	0.00	100.0	1,520.00	1,520.00	228.75	84.9
BUILDING/ZONING CODE ENFORCEMENT	116,890.00	14,455.64	87.6	116,890.00	116,890.00	31,055.67	73.4
MUNICIPAL SERVICES ADMIN.	251,965.00	20,476.74	91.8	251,965.00	251,965.00	93,579.02	62.8
PUBLIC WORKS ADMINISTRATION	236,340.00	19,410.84	91.7	236,340.00	236,340.00	90,028.29	61.9
ELECTIONS DEPARTMENT	31,415.00	477.02	98.4	31,415.00	31,415.00	10,464.92	66.6
CITY HALL	202,300.00	10,657.48	94.7	202,300.00	202,300.00	65,166.50	67.7
INSURANCE	298,520.00	21,701.00	92.7	298,520.00	298,520.00	165,071.02	44.7
GENERAL EXPENDITURES	1,554,645.00	1,500.05	99.9	1,554,645.00	1,554,645.00	44,462.59	97.1
POLICE DEPARTMENT	621,630.00	46,286.72	92.5	621,630.00	621,630.00	226,178.27	63.6
PATROL BOAT	15,310.00	0.00	100.0	15,310.00	15,310.00	0.00	100.0
PARKING ENFORCEMENT	0.00	0.00	0.0	0.00	0.00	0.00	0.0
POLICE DEPARTMENT/PATROL	2,230,655.00	169,589.05	92.3	2,230,655.00	2,230,655.00	812,544.23	63.5
POLICE DEPT. / INVESTIGATIONS	175,285.00	12,793.82	92.7	175,285.00	175,285.00	70,506.64	59.7
FIRE DEPARTMENT	2,089,670.00	158,951.03	92.3	2,089,670.00	2,089,670.00	866,810.52	58.5
STORM SEWERS	36,495.00	8,457.27	76.8	36,495.00	36,495.00	10,707.04	70.6
LARGE ITEM PICKUP / LEAF COLL	54,155.00	291.83	99.4	54,155.00	54,155.00	930.33	98.2
COMPOST/SOLID WASTE SITE	0.00	0.00	0.0	0.00	0.00	0.00	0.0
STREET SWEEPING	46,015.00	6,007.77	86.9	46,015.00	46,015.00	7,057.93	84.6
WEED ABATEMENT	4,575.00	2.92	99.9	4,575.00	4,575.00	54.29	98.8
ROADWAYS/STREETS	292,045.00	17,116.48	94.1	292,045.00	292,045.00	98,667.26	66.2
SNOW REMOVAL	222,480.00	6,597.72	97.0	222,480.00	222,480.00	123,704.71	44.3
STREET SIGNS AND MARKINGS	52,310.00	3,108.66	94.0	52,310.00	52,310.00	17,252.99	67.0
CURB/GUTTER/SIDEWALK	33,825.00	3,210.39	90.5	33,825.00	33,825.00	3,245.65	90.4
STREET MACHINERY	217,685.00	14,234.66	93.4	217,685.00	217,685.00	72,778.74	66.5
CITY GARAGE	68,490.00	8,274.71	87.9	68,490.00	68,490.00	34,506.57	49.6
CELEBRATION & ENTERTAINMENT	44,125.00	9,877.19	77.6	44,125.00	44,125.00	20,858.77	52.7
HIGHWAYS - GENERAL	487,695.00	20,397.11	95.8	487,695.00	487,695.00	176,077.84	63.8
PARK & RECREATION ADMIN	112,530.00	7,453.36	93.3	112,530.00	112,530.00	40,782.50	63.7
PARKS AND PLAYGROUNDS	521,300.00	36,408.25	93.0	521,300.00	521,300.00	147,756.39	71.6
BALLFIELDS	30,015.00	1,824.29	93.9	30,015.00	30,015.00	1,997.80	93.3

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CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: GENERAL FUND
 FOR 5 PERIODS ENDING MAY 31, 2022

DEPARTMENT DESCRIPTION	MAY		%	FISCAL	ANNUAL	FISCAL		%
	BUDGET	ACTUAL				YEAR-TO-DATE	ACTUAL	
EXPENSES								
ICE RINKS	11,900.00	0.00	100.0	11,900.00	11,900.00	9,970.99	33.34	16.2
BEACHES	5,230.00	33.34	99.3	5,230.00	5,230.00	3,898.07	74.53	92.4
MUNICIPAL DOCKS	51,635.00	1,658.88	96.7	51,635.00	51,635.00	6,171.10	11.85	93.2
WATER WEED MANAGEMENT	90,815.00	2,511.07	97.2	90,815.00	90,815.00	15,583.57	17.05	79.9
WATERFRONT PARKS & WALKWAYS	77,915.00	6,967.03	91.0	77,915.00	77,915.00	10,938.58	14.03	76.6
EMPLOYEE BENEFITS	46,900.00	2,687.24	94.2	46,900.00	46,900.00	26,751.94	57.04	66.7
PUBLIC FACILITIES	80,500.00	11,004.42	86.3	80,500.00	80,500.00	43.08	0.05	94.0
BOARDS AND COMMISSIONS	720.00	0.00	100.0	720.00	720.00	137,716.33	19120.32	68.0
COMMUNITY & ECONOMIC DEVELOPMENT	431,215.00	23,511.19	94.5	431,215.00	431,215.00			
TOTAL EXPENSES	13,307,652.91	742,497.42	94.4	13,381,984.47	13,512,065.00	3,952,472.81	29.63	70.7
TOTAL FUND REVENUES	13,641,065.00	202,618.69	(98.5)	13,641,065.00	13,641,065.00	6,799,068.49	49.84	(50.1)
TOTAL FUND EXPENSES	13,307,652.91	742,497.42	94.4	13,381,984.47	13,512,065.00	3,952,472.81	29.63	70.7
SURPLUS (DEFICIT)	333,412.09	(539,878.73)	(261.9)	259,080.53	129,000.00	2,846,595.68	20.90	2106.6

FOR FUND: CAPITAL FUND
FOR 5 PERIODS ENDING MAY 31, 2022

DEPARTMENT DESCRIPTION	MAY BUDGET	MAY ACTUAL	VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	VARI- ANCE
REVENUES	4,183,930.00	59,555.06	(98.5)	4,183,930.00	4,183,930.00	378,071.64	(90.9)
PATROL							
TOTAL REVENUES	4,183,930.00	59,555.06	(98.5)	4,183,930.00	4,183,930.00	378,071.64	(90.9)
EXPENSES							
CITY CLERK-TREASURER	0.00	0.00	0.0	0.00	0.00	0.00	0.0
ADMINISTRATION	500.00	0.00	100.0	500.00	500.00	0.00	100.0
COMPUTER	33,500.00	0.00	100.0	33,500.00	33,500.00	0.00	100.0
CITY ASSESSOR	10,000.00	0.00	100.0	10,000.00	10,000.00	0.00	100.0
MUNICIPAL SERVICES ADMIN.	0.00	0.00	0.0	0.00	0.00	0.00	0.0
ELECTIONS	0.00	0.00	0.0	0.00	0.00	0.00	0.0
CITY HALL	187,000.00	4,845.61	97.4	247,000.00	352,000.00	122,856.03	65.0
GENERAL EXPENDITURES	91,715.00	38,294.00	58.2	91,715.00	91,715.00	82,995.50	9.5
POLICE DEPARTMENT	0.00	0.00	0.0	0.00	0.00	0.00	0.0
PATROL BOAT	4,583.33	0.00	100.0	22,916.65	55,000.00	0.00	100.0
POLICE DEPT. / INVESTIGATIONS	152,505.00	20,322.72	86.6	152,505.00	152,505.00	39,576.72	74.0
FIRE DEPARTMENT	7,000.00	0.00	100.0	7,000.00	7,000.00	0.00	100.0
STORM SEWERS	657,895.00	0.00	100.0	657,895.00	657,895.00	82,177.04	87.5
SOLID WASTE MGMT/REFUSE/RECYC	0.00	0.00	0.0	0.00	0.00	0.00	0.0
ROADWAYS/STREETS	0.00	0.00	0.0	0.00	0.00	0.00	0.0
SNOW REMOVAL	1,842,015.00	0.00	100.0	1,842,015.00	1,842,015.00	180.00	99.9
CURB/GUTTER/SIDEWALK	0.00	0.00	0.0	0.00	0.00	0.00	0.0
CITY GARAGE	45,000.00	0.00	100.0	45,000.00	45,000.00	0.00	100.0
PARKS AND PLAYGROUNDS	0.00	0.00	0.0	0.00	0.00	0.00	0.0
BALDFIELDS	783,500.00	1,711.64	99.7	783,500.00	783,500.00	7,000.64	99.1
ICE RINKS	208.33	0.00	100.0	1,041.65	2,500.00	2,505.75	(0.2)
BEACHES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
MUNICIPAL DOCKS	0.00	0.00	0.0	0.00	0.00	0.00	0.0
WATER WEED MANAGEMENT	60,000.00	0.00	100.0	60,000.00	60,000.00	0.00	100.0
WATERFRONT PARKS & WALKWAYS	60,000.00	0.00	100.0	60,000.00	60,000.00	24,975.00	58.3
SANITARY & WATER MAIN	18,000.00	0.00	100.0	18,000.00	18,000.00	655.40	96.3
PUBLIC FACILITIES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
COMMUNITY & ECONOMIC DEVLPMNT	19,800.00	0.00	100.0	19,800.00	19,800.00	0.00	100.0
TOTAL EXPENSES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL EXPENSES	3,973,221.66	65,173.97	98.3	4,052,388.30	4,190,930.00	362,922.08	91.3
TOTAL FUND REVENUES	4,183,930.00	59,555.06	(98.5)	4,183,930.00	4,183,930.00	378,071.64	(90.9)
TOTAL FUND EXPENSES	3,973,221.66	65,173.97	98.3	4,052,388.30	4,190,930.00	362,922.08	91.3
SURPLUS (DEFICIT)	210,708.34	(5,618.91)	(102.6)	131,541.70	(7,000.00)	15,149.56	(316.4)

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: ARPA -AMERICAN RESCUE PLAN ACT
 FOR 5 PERIODS ENDING MAY 31, 2022

DEPARTMENT DESCRIPTION	MAY		%	MAY		FISCAL	FISCAL	%
	BUDGET	ACTUAL		ACTUAL	ANCE	YEAR-TO-DATE BUDGET	ANNUAL BUDGET	YEAR-TO-DATE ACTUAL
REVENUES								
ARPA / GENERAL	38,977.00	29.60	(99.9)	194,884.96		467,724.00	75.34	(99.9)
TOTAL REVENUES	38,977.00	29.60	(99.9)	194,884.96		467,724.00	75.34	(99.9)
EXPENSES								
ARPA / GENERAL	77,944.83	0.00	100.0	389,724.15		935,338.00	0.00	100.0
TOTAL EXPENSES	77,944.83	0.00	100.0	389,724.15		935,338.00	0.00	100.0
TOTAL FUND REVENUES	38,977.00	29.60	(99.9)	194,884.96		467,724.00	75.34	(99.9)
TOTAL FUND EXPENSES	77,944.83	0.00	100.0	389,724.15		935,338.00	0.00	100.0
SURPLUS (DEFICIT)	(38,967.83)	29.60	(100.0)	(194,839.19)		(467,614.00)	75.34	(100.0)

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: CABLE TV
 FOR 5 PERIODS ENDING MAY 31, 2022

DEPARTMENT DESCRIPTION	MAY BUDGET	MAY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
CABLE TV / GENERAL	123,057.08	31,351.54	(74.5)	133,165.40	150,855.00	63,859.27	(57.6)
TOTAL REVENUES	123,057.08	31,351.54	(74.5)	133,165.40	150,855.00	63,859.27	(57.6)
EXPENSES							
CABLE TV / GENERAL	112,625.00	5,396.82	95.2	112,625.00	112,625.00	37,193.13	66.9
TOTAL EXPENSES	112,625.00	5,396.82	95.2	112,625.00	112,625.00	37,193.13	66.9
TOTAL FUND REVENUES	123,057.08	31,351.54	(74.5)	133,165.40	150,855.00	63,859.27	(57.6)
TOTAL FUND EXPENSES	112,625.00	5,396.82	95.2	112,625.00	112,625.00	37,193.13	66.9
SURPLUS (DEFICIT)	10,432.08	25,954.72	148.7	20,540.40	38,230.00	26,666.14	(30.2)

FOR FUND: TID #6 DISTRICT
FOR 5 PERIODS ENDING MAY 31, 2022

DEPARTMENT DESCRIPTION	MAY BUDGET	MAY ACTUAL	VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	VARI- ANCE
EXPENSES							
TID #6 DISTRICT	0.00	6,802.00	100.0	0.00	0.00	8,024.00	100.0
TOTAL EXPENSES	0.00	6,802.00	100.0	0.00	0.00	8,024.00	100.0

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #7 DISTRICT
FOR 5 PERIODS ENDING MAY 31, 2022

DEPARTMENT DESCRIPTION	MAY	MAY	%	FISCAL	ANNUAL	FISCAL	%
	BUDGET	ACTUAL	VARI- ANCE	YEAR-TO-DATE BUDGET	BUDGET	YEAR-TO-DATE ACTUAL	VARI- ANCE
EXPENSES							
TID #7 DISTRICT	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL EXPENSES	0.00	0.00	0.0	0.00	0.00	0.00	0.0

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TOURISM FUND
FOR 5 PERIODS ENDING MAY 31, 2022

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

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #2 DISTRICT
FOR 5 PERIODS ENDING MAY 31, 2022

DEPARTMENT DESCRIPTION	MAY BUDGET	MAY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
TID DISTRICT #2	2,367,307.00	37,432.94	(98.4)	2,367,307.00	2,367,307.00	768,326.42	(67.5)
TOTAL REVENUES	2,367,307.00	37,432.94	(98.4)	2,367,307.00	2,367,307.00	768,326.42	(67.5)
EXPENSES							
TID DISTRICT #2	2,550,594.00	0.00	100.0	2,550,594.00	2,550,594.00	356,707.87	86.0
TOTAL EXPENSES	2,550,594.00	0.00	100.0	2,550,594.00	2,550,594.00	356,707.87	86.0
TOTAL FUND REVENUES	2,367,307.00	37,432.94	(98.4)	2,367,307.00	2,367,307.00	768,326.42	(67.5)
TOTAL FUND EXPENSES	2,550,594.00	0.00	100.0	2,550,594.00	2,550,594.00	356,707.87	86.0
SURPLUS (DEFICIT)	(183,287.00)	37,432.94	(120.4)	(183,287.00)	(183,287.00)	411,618.55	(324.5)

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #1 DISTRICT
FOR 5 PERIODS ENDING MAY 31, 2022

DEPARTMENT DESCRIPTION	MAY BUDGET	MAY ACTUAL	VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	VARI- ANCE
REVENUES							
TID #1 DISTRICT	891,917.00	18,816.22	(97.8)	891,917.00	891,917.00	642,383.30	(27.9)
TOTAL REVENUES	891,917.00	18,816.22	(97.8)	891,917.00	891,917.00	642,383.30	(27.9)
EXPENSES							
TID #1 DISTRICT	1,345,808.00	0.00	100.0	1,345,808.00	1,345,808.00	0.00	100.0
TOTAL EXPENSES	1,345,808.00	0.00	100.0	1,345,808.00	1,345,808.00	0.00	100.0
TOTAL FUND REVENUES	891,917.00	18,816.22	(97.8)	891,917.00	891,917.00	642,383.30	(27.9)
TOTAL FUND EXPENSES	1,345,808.00	0.00	100.0	1,345,808.00	1,345,808.00	0.00	100.0
SURPLUS (DEFICIT)	(453,891.00)	18,816.22	(104.1)	(453,891.00)	(453,891.00)	642,383.30	(241.5)

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #3 DISTRICT
 FOR 5 PERIODS ENDING MAY 31, 2022

DEPARTMENT DESCRIPTION	MAY BUDGET	MAY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
TID #3 DISTRICT	69,564.00	430.82	(99.3)	69,564.00	69,564.00	51,770.30	(25.5)
TOTAL REVENUES	69,564.00	430.82	(99.3)	69,564.00	69,564.00	51,770.30	(25.5)
EXPENSES							
TID #3 DISTRICT	120,474.00	0.00	100.0	120,474.00	120,474.00	22,245.00	81.5
TOTAL EXPENSES	120,474.00	0.00	100.0	120,474.00	120,474.00	22,245.00	81.5
TOTAL FUND REVENUES	69,564.00	430.82	(99.3)	69,564.00	69,564.00	51,770.30	(25.5)
TOTAL FUND EXPENSES	120,474.00	0.00	100.0	120,474.00	120,474.00	22,245.00	81.5
SURPLUS (DEFICIT)	(50,910.00)	430.82	(100.8)	(50,910.00)	(50,910.00)	29,525.30	(157.9)

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #4 DISTRICT
FOR 5 PERIODS ENDING MAY 31, 2022

DEPARTMENT DESCRIPTION	MAY		%	FISCAL		FISCAL	%
	BUDGET	ACTUAL		YEAR-TO-DATE BUDGET	ANNUAL BUDGET	YEAR-TO-DATE ACTUAL	
REVENUES							
TID #4 DISTRICT	577,496.00	16,228.95	(97.1)	620,496.00	695,746.00	319,161.00	(54.1)
TOTAL REVENUES	577,496.00	16,228.95	(97.1)	620,496.00	695,746.00	319,161.00	(54.1)
EXPENSES							
TID #4 DISTRICT	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TID #4 DISTRICT	1,374,474.66	1,753.50	99.8	1,396,277.30	1,434,432.00	291,575.24	79.6
TOTAL EXPENSES	1,374,474.66	1,753.50	99.8	1,396,277.30	1,434,432.00	291,575.24	79.6
TOTAL FUND REVENUES	577,496.00	16,228.95	(97.1)	620,496.00	695,746.00	319,161.00	(54.1)
TOTAL FUND EXPENSES	1,374,474.66	1,753.50	99.8	1,396,277.30	1,434,432.00	291,575.24	79.6
SURPLUS (DEFICIT)	(796,978.66)	14,475.45	(101.8)	(775,781.30)	(738,686.00)	27,585.76	(103.7)

FOR FUND: TID #5 DISTRICT
FOR 5 PERIODS ENDING MAY 31, 2022

DEPARTMENT DESCRIPTION	MAY BUDGET	MAY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
EXPENSES							
TID #5 DISTRICT	81,276.33	0.00	100.0	406,381.57	975,316.00	150.00	99.9
TOTAL EXPENSES	81,276.33	0.00	100.0	406,381.57	975,316.00	150.00	99.9

FOR FUND: REVOLVING LOAN FUND (STATE)
FOR 5 PERIODS ENDING MAY 31, 2022

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

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: SOLID WASTE ENTERPRISE
 FOR 5 PERIODS ENDING MAY 31, 2022

DEPARTMENT DESCRIPTION	MAY BUDGET	MAY ACTUAL	VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	VARI- ANCE
REVENUES							
SOLID WASTE ENTERPRISE FUND	595,735.83	48,290.82	(91.8)	598,539.15	603,445.00	234,932.08	(61.0)
TOTAL REVENUES	595,735.83	48,290.82	(91.8)	598,539.15	603,445.00	234,932.08	(61.0)
EXPENSES							
SOLID WASTE ENTERPRISE FUND	551,635.84	42,150.97	92.3	560,459.08	575,900.00	162,119.31	71.8
TOTAL EXPENSES	551,635.84	42,150.97	92.3	560,459.08	575,900.00	162,119.31	71.8
TOTAL FUND REVENUES	595,735.83	48,290.82	(91.8)	598,539.15	603,445.00	234,932.08	(61.0)
TOTAL FUND EXPENSES	551,635.84	42,150.97	92.3	560,459.08	575,900.00	162,119.31	71.8
SURPLUS (DEFICIT)	44,099.99	6,139.85	(86.0)	38,080.07	27,545.00	72,812.77	164.3

FOR FUND: COMPOST SITE ENTERPRISE FUND
FOR 5 PERIODS ENDING MAY 31, 2022

DEPARTMENT DESCRIPTION	MAY		% VARI-ANCE	FISCAL YEAR-TO-DATE		ANNUAL BUDGET	FISCAL YEAR-TO-DATE		% VARI-ANCE
	BUDGET	ACTUAL		BUDGET	ACTUAL				
REVENUES									
COMPOST SITE ENTERPRISE FUND	20,136.66	16,642.25	(17.3)	60,683.26	131,640.00		71,317.79	(45.8)	
TOTAL REVENUES	20,136.66	16,642.25	(17.3)	60,683.26	131,640.00		71,317.79	(45.8)	
EXPENSES									
COMPOST SITE ENTERPRISE FUND	8,824.18	3,897.16	55.8	44,120.58	105,890.00		14,085.11	86.6	
TOTAL EXPENSES	8,824.18	3,897.16	55.8	44,120.58	105,890.00		14,085.11	86.6	
TOTAL FUND REVENUES	20,136.66	16,642.25	(17.3)	60,683.26	131,640.00		71,317.79	(45.8)	
TOTAL FUND EXPENSES	8,824.18	3,897.16	55.8	44,120.58	105,890.00		14,085.11	86.6	
SURPLUS (DEFICIT)	11,312.48	12,745.09	12.6	16,562.68	25,750.00		57,232.68	122.2	

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

MUNICIPAL REPORT TOTALS
FOR 5 PERIODS ENDING MAY 31, 2022

DEPARTMENT DESCRIPTION	MAY BUDGET	MAY ACTUAL	% VARI- ANCE	FISCAL		FISCAL	
				YEAR-TO-DATE BUDGET	ANNUAL BUDGET	YEAR-TO-DATE ACTUAL	% VARI- ANCE
TOTAL MUNICIPAL REVENUES	22,509,185.57	431,396.89	(98.0)	22,761,551.77	23,203,193.00	9,328,965.63	(59.7)
TOTAL MUNICIPAL EXPENSES	23,504,531.41	867,671.84	96.3	24,360,836.45	25,859,372.00	5,207,494.55	79.8
SURPLUS (DEFICIT)	(995,345.84)	(436,274.95)	(56.1)	(1,599,284.68)	(2,656,179.00)	4,121,471.08	(255.1)

BEVERAGE OPERATOR LICENSES

1. Brilla, Kari T.
2. Burk, Jon P.
3. Davis, Mikaela B.
4. DelRosario, Salvatore A.
5. Grovogel, Tarra A.
6. Hartl, Chastity L.
7. Hippensteel, Sarah B.
8. Kintopf, Alan B.
9. Laxo, Sierra M.
10. Paradise, Janet G.
11. Sealey, Stephanie A.
12. Stosic, Milan
13. Wagner, Charles R.
14. Zenefski, Zach J.

TEMPORARY CLASS B BEER LICENSE

Amvets Weber Tess Post 51

4885 Blue Ridge Road

Sturgeon Bay, WI 54235

Agent; William Forry

Location: John Miles Park, 812 N 14th Ave, Door County Fair

Dates: August 10, 2022 – August 14, 2022

Forestville Maplewood Lions Club

137 North Forestville Ave

Forestville, WI 54213

Agent; Chuck Wagner

Location: John Miles Park, 812 N 14th Ave, Door County Fair – F-M Lions Club
Stand

Dates: August 10, 2022 – August 14, 2022



421 Michigan St.
Sturgeon Bay, WI 54235
920-746-2916

Form: City of Sturgeon Bay
Inspection 01/2020

Sturgeon Bay Fire Dept.

Occupancy: **Nautical Inn**
Occupancy ID: **234KENTST**
Address: **234 Kentucky ST**
Sturgeon Bay WI 54235

Inspection Type: **Reinspection**

Inspection Date: **6/15/2022**

Time In: **09:32**

Authorized Date: **06/15/2022**

By: Montevideo, Kalin K
(kmontevideo@sturgeonbaywi.org)

Time Out: **10:56**

By: Montevideo, Kalin K
(kmontevideo@sturgeonbaywi.org)

Inspection Description:

CITY OF STURGEON BAY OCCUPANCIES Section 6.23 of the Sturgeon Bay Code of Ordinances; Fire Protection, Fire Inspection shall read as follows: (d) If after a regular fire inspection, violation(s) of this chapter or the fire codes adopted in this chapter are noted and order(s) are issued requiring a re-inspection, and the person fails to comply with the orders prior to the time of re-inspection, a flat fee of \$75 shall be assessed. If the inspector must return for a second or subsequent re-inspection and all of the violations have not been corrected an additional flat fee of \$75.00 shall be assessed for each re-inspection. Re-inspection fees that are not timely paid after invoice is mailed to the owner of the property effected by the violation(s), shall be entered on the tax roll as a special charge against said lot or parcel of land pursuant to the provisions of § 66.0627, Wis. Stats., for collection and settlement under ch. 74, Wis. Stats.

Inspection Topics:

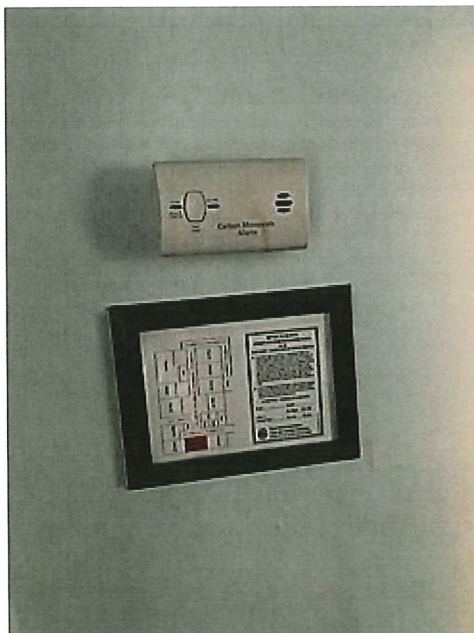
General

Carbon-Monoxide Detectors

WI 101.149 Installation requirements (ac) Owner of residential building shall provide carbon monoxide (CO) detectors at locations specified (ag) to (at) (ag) CO det shall be provided in unit contain a fuel-burning appliance. (aL) CO det shall be in unit served by fuel-burning, forced-air furnace, except that CO detectors not req. in unit if CO det is provided in 1st room served by each main duct leaving the furnace and 1 of following satisfied 1. CO alarm signal auto transmit to all units served by furnace; facility is staffed by trained person on continuous basis; supervisory signal monitored and provide notification to FD. 2. CO det in every 4th unit, same floor as that 1st room. (ap) Fuel-burning appliances outside of units. CO det shall be provided in units that contain fuel-burning appliances, except below: 1. CO det not required in unit where there are no openings between the fuel-burning appliance and unit which carbon monoxide can get into the unit. 2. CO det not required in units if det is provided in one of the following locations: a. Between the fuel-burning appliance and unit. b. On ceiling of room containing appliance. (at) CO det shall be provided in units in buildings with attached private garages, except: 1. det not required where there are no openings between the private garage & unit 2. det not required in units located more than 1 story above or below garage. 3. det not required where garage connects to building through open-ended corridor 4. Where det provided between openings to the private garage and units, detectors are not required in units. 5. det not required where the garage has opening designed to provide natural/mechanical venting 101.149(2)(ax)(ax) Locations. If required under pars. (ag) to (at), CO det shall be installed in following locations: 1. In units, outside of each separate sleep area in the immediate vicinity of the sleep rooms. 2. In sleeping rooms, if fuel-burning appliance is located within sleeping room or attached bathroom

Status: FAIL

Notes: Carbon monoxide detector in room 8 does not work, needs battery or replacement.



Clearance for Appliances

NFPA 1: 10.19.5.1 Combustible material shall not be stored in boiler rooms, mechanical rooms or electrical rooms. IMC 306.2 Rooms containing appliances shall be provided with a door and an unobstructed passageway measuring not less than 36 inches wide and 80 inches high.

Status: PASS

Notes:

Other

Other items not listed.

Status: PASS

Notes: The storage room near the alley exit can NOT be used as a "smoking room" .

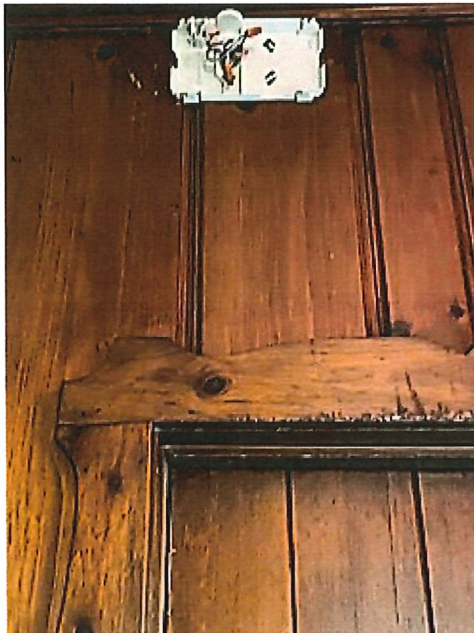
Exit / Emergency Lighting

Emergency Lighting

NFPA 101: 7.9.2.3* The emergency lighting system shall be arranged to provide the required illumination automatically in the event of any interruption of normal lighting due to any of the following: (1) Failure of a public utility or other outside electrical power supply (2) Opening of a circuit breaker or fuse (3) Manual act(s), including accidental opening of a switch controlling normal lighting facilities 7.9.2.6* Existing battery-operated emergency lights shall use only reliable types of rechargeable batteries provided with suitable facilities for maintaining them in properly charged condition. Batteries used in such lights or units shall be approved for their intended use and shall comply with NFPA 70, National Electrical Code.

Status: FAIL

Notes: The emergency light was moved to the exit sign. The open wiring needs to be secured and in a junction box.
Emergency light in storage area leading to exit out rear of kitchen needs repair, it does not work.



Fire Extinguishers

Fire Extinguisher Maintenance

NFPA 1: 13.6.9.3.1.1.1 Fire extinguishers shall be subjected to maintenance at intervals of not more than 1 year, at the time of hydro-static test or when specifically indicated by an inspection or electronic notification NFPA 1:13.6.9.1.2.1 Persons performing maintenance and recharging of extinguishers shall be certified. A.13.6.9.1.2.1 Persons performing maintenance and recharging of extinguishers should meet one of the following criteria: (1) Factory training and certification for the specific type and brand of portable fire extinguisher being serviced (2) Certification by an organization acceptable to the AHJ (3) Registration, licensure, or certification by a state or a local AHJ

Status: PASS

Notes:

Fire Protection Access and Equipment

Hood System Cleanliness.

NFPA1: 50.5.4 The entire exhaust system shall be inspected for grease buildup by a properly trained, qualified and certified company or person acceptable to the AHJ. Schedule of Inspection Table 50.5.4 Solid Fuel Cooking - Monthly High Volume: 24-Hr, Char broiling, Wok Cooking - Quarterly Moderate Volume Cooking: - Semi-Annually Low Volume: Churches, day-camps, seasonal, senior center - Annually

Status: **FAIL**

Notes: The hood system need to be inspected/cleaned by a professional company.
THE KITCHEN IS NOT TO BE USED.

Hood System Inspections.

NFPA 1: 50.5.2.1 Inspection/Maintenance of a fire-extinguishing system and listed exhaust hoods containing a constant or fire activated water system that is listed to extinguish a fire shall be made by properly trained, qualified and certified person acceptable to the AHJ at least every six (6) months.

Status: **PASS**

Notes:

Storage / Cleanliness

Cleanliness

NFPA 1: 19.1.2 Persons owning or having control of any property shall not allow any combustible waste material to accumulate in any area or in any manner that creates a fire hazard to life or property.

Status: **PASS**

Notes:

Electrical

Covers & Canopies

NFPA 1: 11.1.10 All panel board and switch boards, pull boxes, junction boxes, switches, receptacles and conduit bodies shall be provided with covers compatible with the box or conduit body construction and suitable for the conditions of use.

Status: **PASS**

Notes:

Splices

NFPA 70: 400.9 Flexible cords shall be used only in continuous lengths without splice or tap where initially installed in applications permitted by 400.7(a). The repair of hard-service cord and junior hard-service cord 14AWG and larger shall be permitted if conductors are spliced in accordance with 110.14(b) and the completed splice retains the insulation, outer sheath properties and usage characteristics of the cord being spliced.

Status: **FAIL**

Notes: In the basement, furnace/boiler room, the wire splicing needs to be repaired.

Additional Time Spent on Inspection:

Category	Start Date / Time	End Date / Time
Notes: No Additional time recorded		

Total Additional Time: 0 minutes

Inspection Time: 84 minutes

Total Time: 84 minutes

Summary:

Overall Result: Fail

All violations MUST be repaired / completed prior to issuance of liquor license. Please contact me for reinspection once violations have been completed (Asst Chief Kalin Montevideo 920-746-2448).

Inspector Notes: There shall be no use of the kitchen. If the cooking of pizzas is wished to take place. You must contact the Health Inspector and a pizza oven can only be located behind the bar. For any modification that are done to the building, you must contact the building inspector prior to starting (ex. laundry room).

Closing Notes:

By responding to this email with your corrections it will email the inspector your results even though it states do not respond.

Inspector:

Name: Montevideo , Kalin K
Rank: AC
Email(s): kmontevideo@sturgeonbaywi.org

Signature

Date

Representative Signature:

Signature

Date

2022/2023 City of Sturgeon Bay Liquor Licenses

<u>"Class B" Comb. Licenses</u>		<u>Agent</u>	<u>Address</u>
Door County Resorts Management. Inc. (Stone Harbor Restaurant & Pub)		Nancy Haffeman-Bertz Reagan O. Smoker Veronica Medina Ramirez	107 N 1st Ave
JW & MA Enterprises, LLC (Inn at Cedar Crossing)			336 Louisiana Street
Old Mexico Mexican Bar & Grill, Inc.			901 Egg Harbor Road
<u>Class "B" Beer Licenses</u>		<u>Agent</u>	<u>Address</u>
A to Z Cuisine, LLC (Bluefront Café)		Adriana Zumpano-Stack Mikaela B Davis	86 W Maple St
Nsighttel Wireless, LLC (GLAS: The Green Coffeehouse)			67 E Maple Street
<u>"Class A" Comb. Licenses</u>		<u>Agent</u>	<u>Address</u>
Walgreen, Co (Walgreens #07635)		Sarah J Olson	808 S Duluth Ave
<u>"Class C" Wine License</u>		<u>Agent</u>	<u>Address</u>
A to Z Cuisine, LLC (Bluefront Café)		Adriana Zumpano-Stack Mikaela B Davis	86 W Maple St
Nsighttel Wireless, LLC (GLAS: The Green Coffeehouse)			67 E Maple Street

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: Adriana Zumpano Stack

Establishment Name: The BlueFront Cafe

Address: 86 West Maple St. Sturgeon Bay 54235

Phone/Email: (861) 929-7679

☒ Written Request Submitted

☒ Cert of Insurance (additional insured) submitted

☒ Scaled Diagram submitted

☒ Hold Harmless Certificate submitted

☒ Fee Paid Waived-2022

Date Completed Application Submitted: 6-10-22

Community Development Approval: 6-10-22 [Signature]

Department of Public Works Approval: 6-13-22 [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."

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

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

The undersigned in consideration of being allowed to use City property to operate Cafe, which shall encroach in the public right-of-way adjacent to property located at 86 West Maple St - Sturgeon Bay; do hereby release, acquit, and forever discharge the City of Sturgeon Bay, its officers, agents, and employees (hereinafter known as City), from any and all actions, causes of action, claims, demands, costs, expenses and compensation related to property damages, personal injury or death arising out of any accident or occurrence while maintaining said encroachment in the public right-of-way. The undersigned further agrees to hold harmless and defend the City from any claims or actions arising from said Cafe as an encroachment in the public right-of-way.

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

Dated this 15th day of April 2007 2007.

By: 

By: _____

Bluefront Cafe

TO: THE CITY OF SURGEON BAY
FROM: A TO Z CUISINE LLC
DBA BLUEFRONT CAFE

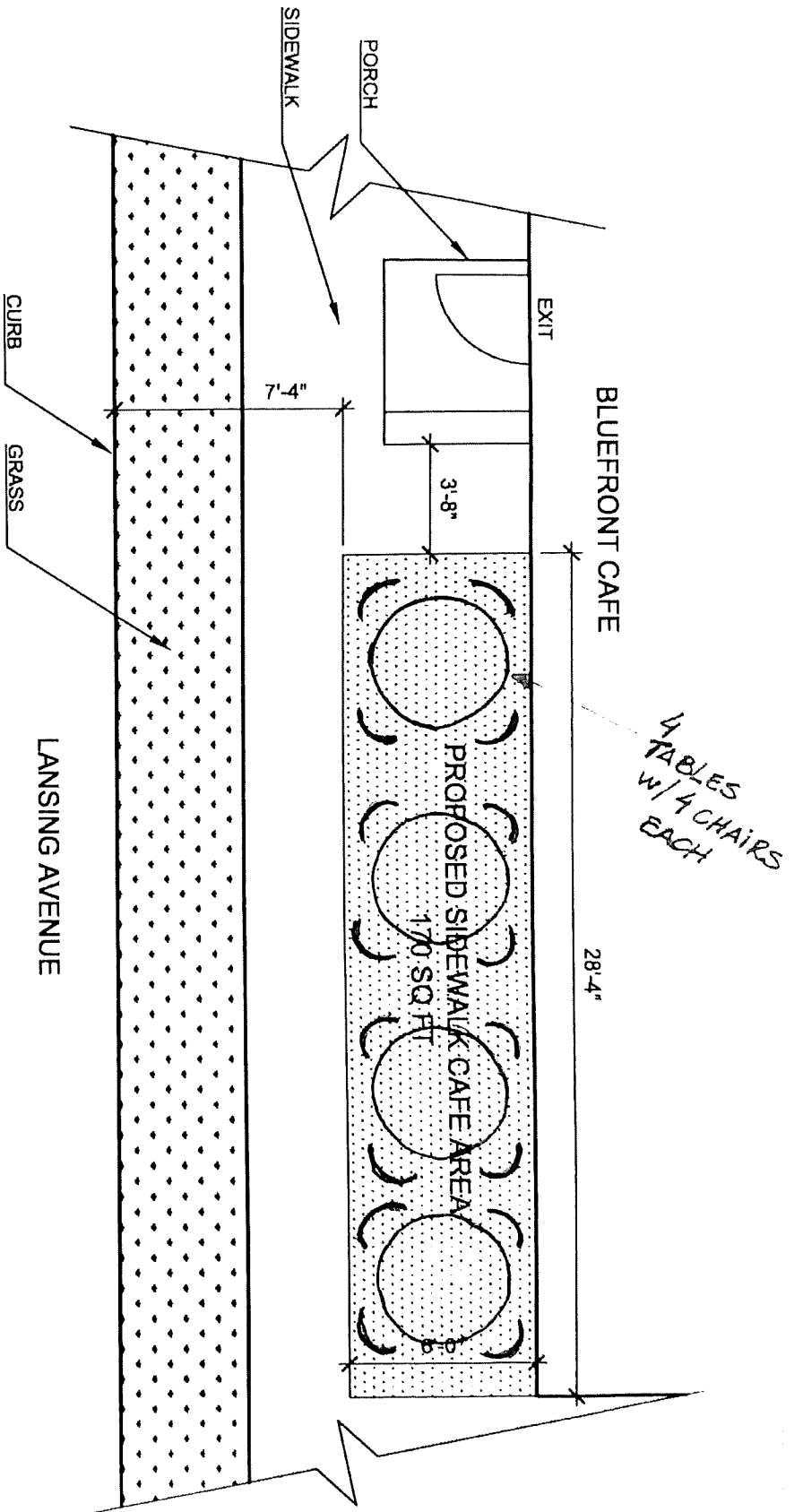
FOR: THE PURPOSE OF BEEN ISSUED
WITH A "SIDEWALK CAFE PERMIT".

I, ADRIANA ZUMPANO-STACK, OWNER AND
DIRECTOR OF A TO Z CUISINE LLC, CERTIFY
BLUEFRONT CAFE, OUR RESTAURANTE CAFE,
LOCATED AT 86 W. MAPLE STREET, SURGEON
BAY, WI 54235 HAS ITS GROSS FOOD
SALES GREATER THAN 50% OVER THE
ALCOHOLIC AND NON ALCOHOLIC BEVERAGES
SALES.

I CONFIRM THE VERACITY OF THE
STATEMENT ABOVE BY SIGNING BELOW.

MAY 31, 2022.





1 PROPOSED SIDEWALK CAFE

Project Name and Address		Project
BLUEFRONT CAFE 86 W MAPLE ST STURGEON BAY WI 54235		SIDEWALK CAFE PROPOSAL
Date	30 AUG 19	
Scale	3/16" = 1'-0"	



ATOZCUI-01

ECRAWFORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/9/2022

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

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

PRODUCER Robertson Ryan - Kewaunee 301 Harrison Street Kewaunee, WI 54216	CONTACT NAME:	
	PHONE (A/C, No, Ext): (920) 388-3900	FAX (A/C, No): (920) 388-3970
INSURED A to Z Cuisine LLC c/o Adriana Zumpana 925 Sandy Hill Court Brussels, WI 54204	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : ACUIITY	NAIC #
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		ZM2097	2/22/2022	2/22/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							HIRED AND NONOW \$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			ZM2097	2/22/2022	2/22/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTION \$						AGGREGATE \$ 1,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			ZM2097	2/22/2022	2/22/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N	N/A					E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			ZM2097	2/22/2022	2/22/2023	Each Common Cause \$ 1,000,000
A	Liquor Liability			ZM2097	2/22/2022	2/22/2023	Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Sturgeon Bay is listed as Additional Insured in regards to General Liability

CERTIFICATE HOLDER

CANCELLATION

The City of Sturgeon Bay 421 Michigan Street Sturgeon Bay, WI 54235	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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: KATHRYN STAPART

Establishment Name: KICK COFFEE

Address: 148 W. 3rd AVE

Phone/Email: 920-746-1122 CONTACT@KICKCOFFEE
SHOP.COM

- | | |
|---|--|
| <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 checked="" type="checkbox"/> Fee Paid <u>Waived</u> | |

Date Completed Application Submitted: 6-13-22

Community Development Approval: 6-14-22 [Signature]

Department of Public Works Approval: 6-13-22 [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."

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

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

The undersigned in consideration of being allowed to use City property to KICK COFFEE, which shall encroach in the public right-of-way adjacent to property located at 148 N. 3rd; do hereby release, acquit, and forever discharge the City of Sturgeon Bay, its officers, agents, and employees (hereinafter known as City), from any and all actions, causes of action, claims, demands, costs, expenses and compensation related to property damages, personal injury or death arising out of any accident or occurrence while maintaining said encroachment in the public right-of-way. The undersigned further agrees to hold harmless and defend the City from any claims or actions arising from said TABLES/CHAIRS as an encroachment in the public right-of-way.

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

Dated this 23 day of April, 2007.

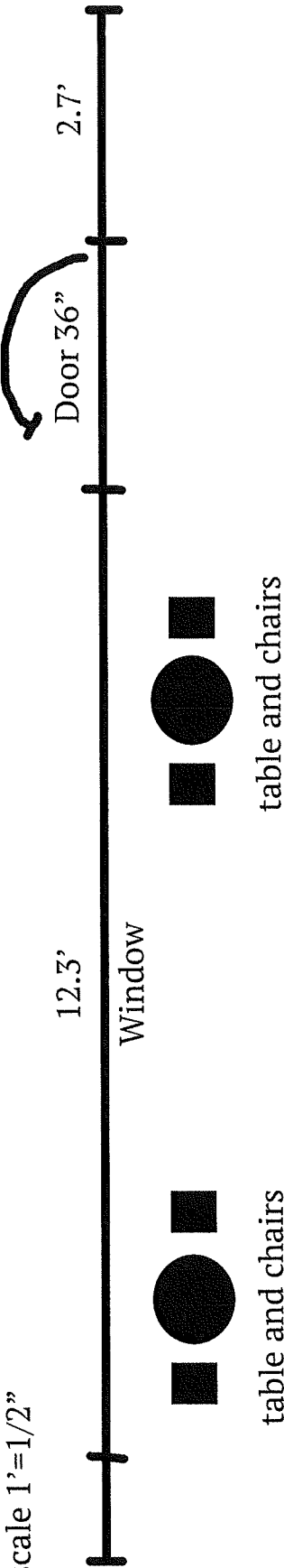
By: 

By: _____

KICK COFFEE 148 N. 3rd Ave.

Store front 18'

scale 1' = 1/2"

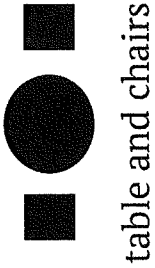
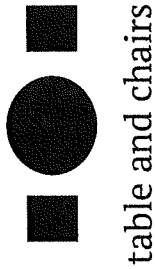


Store front to curb 13'

SIDEWALK

Total square footage of affected
road right of way: 36.9 square feet:

12.3'X3'



Curb

STREET




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/07/2022

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

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

PRODUCER  Steve Rabach, State Farm Insurance 118 N 4th AVE Sturgeon Bay, WI 54235	CONTACT NAME: Amy Cater PHONE (A/C, No, Ext): 920.743.7733 E-MAIL ADDRESS: amy@steverabach.com FAX (A/C, No): 920.743.0280
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Farm Truck, Inc DBA Kick Coffee 148 N 3rd Ave Sturgeon Bay, WI 54235-2416	NAIC # 25143

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

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			99-C3-0038-9	05/01/2022	05/01/2023	EACH OCCURRENCE \$ 2,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$	
							MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$	
							GENERAL AGGREGATE \$ 4,000,000	
							PRODUCTS - COMP/OP AGG \$ 4,000,000	
<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
<input type="checkbox"/>	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$	
							AGGREGATE \$	
<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
							E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	

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

Location: 148 N 3rd Ave
Sturgeon Bay, WI 54235

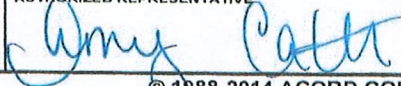
CERTIFICATE HOLDER

City of Sturgeon Bay
421 Michigan St
Sturgeon Bay, WI 54235

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CITY OF STURGEON BAY**STREET CLOSURE APPLICATION**

Name of Applicant:

Destination Sturgeon Bay

Name of Event:

HARMONY By The Bay

Contact Phone #:

920-743-6246

Date(s) of Event:

See Attached

Time:

7pm-9pm

Estimated # of Attendees:

Specific Location:

See map attached

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

What arrangements are made for clean up?

Contract with City

Other comments or explanation:

Signature of Responsible Party:

Ananya Boudry

Address:

36 S. 3rd Ave. Sturgeon Bay WI

Date Submitted:

6/14/2022**(Street Closure applications may not be submitted/approved more than 90 days in advance of event date.)**

Approval:

Fire Chief:

[Signature]

Date:

6/16/22

Police Chief:

[Signature]

Date:

6-16-22

Comm. Dev:

[Signature]

Date:

6/14/2022

Streets/Parks:

[Signature]

Date:

6/15/22

City Clerk:

[Signature]

Date:

6/10/22

Finance Dir:

[Signature]

Date:

6/14/22

City Engineer:

[Signature]

Date:

6-14-22

City Admin:

[Signature]

Date:

6/14/22

Common Council Approval Date:

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

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Dated this 14 day of June, 2022.

By: [Signature] Exec. Director

By: [Signature]
Events Director

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

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

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

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

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

Dated: 06/14/2022



Dated: 6/14/2022

Anna Brown

Company Name (if applicable): Destination Sturgeon Bay

Billing Address: 36 S. 3rd Ave Sturgeon Bay WI

Telephone: 920-743-6244

3.035 - Reimbursement of expenses.

- (1) *[Authorization to charge for reimbursement.]* The city clerk-treasurer is authorized to charge for reimbursement of expenses incurred on behalf of and for the benefit of third parties for services rendered by the city. These reimbursable expenses include, but are not limited to:
- (a) *Legal, consulting, and incidental expenses.* Any expenses associated with service demands related to legal, consulting, and incidental services. These expenses include but are not limited to:
1. Mortgages and related documentation prepared by the city attorney for property transactions.
 2. Drafting and recording of documents for street vacation not initiated by the city.
 3. Drafting of ordinances related to zoning.
 4. Costs associated with annexations.
 5. Recording fees for planned unit developments and related zoning and subdivision actions.
 6. Legal publication, hearing notices, and postage.
 7. Engineering, planning, financial, and related consultants' reviews, studies, and inspections.
 8. Any other fees associated with service demands by third parties not specifically related to general governmental services.
- (b) *Special events expenses.* Any expenses associated with service demands related to special events. These expenses include but are not limited to:
1. Labor, equipment, and materials used before, during and after special events.
 2. Garbage/refuse and recycling pickup and disposal.
 3. Legal services related to event.
 4. Drafting of documents related to event.
 5. Administrative costs associated with service demands related to special events.
 6. Any other fees associated with service demands related to special events.
- (2) *Fees/deposit.*
- (a) *Fees.* Fees can only be charged upon prior notice to the petitioner who must sign an agreement to reimburse prior to initiating action. Prior to initiating any action, the department where petition is initiated shall secure the signed reimbursement agreement from petitioner and forward it to city clerk-treasurer.
- (b) *Deposit.* If reimbursement costs are estimated to be over \$250.00, a deposit in the estimated amount may be required by the city prior to initiating action. Petitioner shall pay for all costs that exceed deposit amount, and petitioner shall be reimbursed if deposit amount exceeds costs.
- (3) *Failure to pay fees.* If the fee is not paid within 30 days of the date of the mailing of the invoice, an additional administrative collection charge of ten percent of the total fee shall be added to the amount due, plus interest shall accrue thereon at the rate of 1.5 percent per month or fraction

thereof until paid. To the extent permitted by law, if the petitioner is the owner of the real estate for which the services are incurred, any delinquent fees shall be extended upon the current or the next tax roll as a special charge against the real estate premises for current services.

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

2022 Harmony By The Bay



Notes:

B Barricade

- Wednesdays - Road Closed at 6PM (City)
- Wednesdays- Road Reopens at 9PM (by DSB)

2022 Schedule

Wednesday Evenings 7-9 pm No Carry ins.

Free Concerts at Martin Park 207 S. 3rd Avenue

The Harmony by the Bay Concert Series 2022 is booked and ready.

June 8th - Annex

June 15th – Conscious Pilot

June 22nd – Bacchus Lotus

June 29th – Glass Hammer

July 6th - Big Mouth and the Power Tool Horns

July 13th – Stephen Cooper and Nobody Famous

July 20th – Cathy Greer and the Troublemakers

July 27th – Stone Sober

August 3rd – Todd Carey Band

August 10th - Unity

August 17th – Dave Steffen Band

If you are interested in sponsoring any or all of the shows scheduled for Martin Park in Sturgeon Bay please contact Mark Thiede@
boydow1@live.com or Cameryn Ehlers-Kwaterski at Destination Sturgeon Bay.



**CITY OF STURGEON BAY
STREET CLOSURE APPLICATION**

Name of Applicant: Sean Ryan

Name of Event: Door County Triathlon

Contact Phone #: (920) 606-2458

Date(s) of Event: July 17, 2022 Time: 8:30 am - 1:00 pm

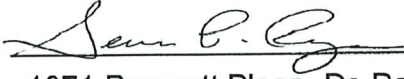
Estimated # of Attendees: 500

Specific Location: Street "disruption," not closure. Bikes southbound
on N. 3rd into city, east on Delaware, north on HH.

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

What arrangements are made for clean up? Staff and charity group assigned to this function



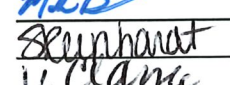
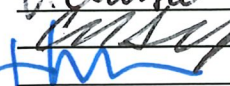

Other comments or explanation: The two turns will be staffed by Sturgeon Bay Fire Dept.

Signature of Responsible Party: 

Address: 1971 Prescott Place, De Pere, WI 54115

Date Submitted: May 24, 2022

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

Approval:	Fire Chief:		Date:	<u>5/27/22</u>
	Police Chief:		Date:	<u>6-1-22</u>
	Comm. Dev:		Date:	<u>6-2-22</u>
	Streets/Parks:	<u>M.B.</u>	Date:	<u>6-2-22</u>
	City Clerk:	<u>Scynharat</u>	Date:	<u>6/9/22</u>
	Finance Dir:	<u>V. Clancy</u>	Date:	<u>6/2/22</u>
	City Engineer:		Date:	<u>6-10-22</u>
	City Admin:		Date:	<u>6/8/22</u>

Common Council Approval Date: _____

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

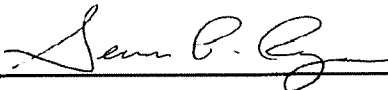
HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

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

The undersigned in consideration of being allowed to use City property to conduct a bike race, which shall encroach in the public right-of-way adjacent to property located at N. 3rd, Delaware, and HH (see map), do hereby release, acquit, and forever discharge the City of Sturgeon Bay, its officers, agents, and employees (hereinafter known as City), from any and all actions, causes of action, claims, demands, costs, expenses and compensation related to property damages, personal injury or death arising out of any accident or occurrence while maintaining said encroachment in the public right-of-way. The undersigned further agrees to hold harmless and defend the City from any claims or actions arising from said bike race as an encroachment in the public right-of-way.

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

Dated this 24th day of May, 2022.

By: 

By: _____

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

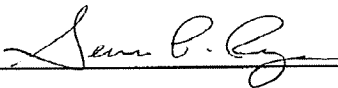
WHEREAS the City of Sturgeon Bay has created Section 3.035 of the Municipal Code authorizing the City Clerk - Treasurer to charge for reimbursement of legal, consulting, incidental, and special events expenses incurred on behalf of and/or for the benefit of third parties for services rendered by the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

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

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

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

Dated: May 24, 2022



Dated: _____

Company Name (if applicable): Door County Triathlon, Inc.

Billing Address: 1971 Prescott Place

De Pere, WI 54115

Telephone: (920) 606-2458

3.035 - Reimbursement of expenses.

- (1) *[Authorization to charge for reimbursement.]* The city clerk-treasurer is authorized to charge for reimbursement of expenses incurred on behalf of and for the benefit of third parties for services rendered by the city. These reimbursable expenses include, but are not limited to:
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1. Mortgages and related documentation prepared by the city attorney for property transactions.
 2. Drafting and recording of documents for street vacation not initiated by the city.
 3. Drafting of ordinances related to zoning.
 4. Costs associated with annexations.
 5. Recording fees for planned unit developments and related zoning and subdivision actions.
 6. Legal publication, hearing notices, and postage.
 7. Engineering, planning, financial, and related consultants' reviews, studies, and inspections.
 8. Any other fees associated with service demands by third parties not specifically related to general governmental services.
- (b) *Special events expenses.* Any expenses associated with service demands related to special events. These expenses include but are not limited to:
1. Labor, equipment, and materials used before, during and after special events.
 2. Garbage/refuse and recycling pickup and disposal.
 3. Legal services related to event.
 4. Drafting of documents related to event.
 5. Administrative costs associated with service demands related to special events.
 6. Any other fees associated with service demands related to special events.
- (2) *Fees/deposit.*
- (a) *Fees.* Fees can only be charged upon prior notice to the petitioner who must sign an agreement to reimburse prior to initiating action. Prior to initiating any action, the department where petition is initiated shall secure the signed reimbursement agreement from petitioner and forward it to city clerk-treasurer.
- (b) *Deposit.* If reimbursement costs are estimated to be over \$250.00, a deposit in the estimated amount may be required by the city prior to initiating action. Petitioner shall pay for all costs that exceed deposit amount, and petitioner shall be reimbursed if deposit amount exceeds costs.
- (3) *Failure to pay fees.* If the fee is not paid within 30 days of the date of the mailing of the invoice, an additional administrative collection charge of ten percent of the total fee shall be added to the amount due, plus interest shall accrue thereon at the rate of 1.5 percent per month or fraction

thereof until paid. To the extent permitted by law, if the petitioner is the owner of the real estate for which the services are incurred, any delinquent fees shall be extended upon the current or the next tax roll as a special charge against the real estate premises for current services.

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

EXHIBIT

DOOR COUNTY TRIATHLON

HALF IRON BIKE ROUTE

THROUGH STURGEON BAY

SUNDAY, JUNE 17, 2022





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/6/2022

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

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

PRODUCER Insurance Office of America, Inc. 1855 West State Road 434 Longwood FL 32750	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED USA Triathlon of Colorado 5825 Delmonico Dr Colorado Springs CO 80919	License#: 0E67768 USATRIA-01	INSURER(S) AFFORDING COVERAGE INSURER A: Everest National Insurance Company INSURER B: United States Fire Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 10120 21113

COVERAGES**CERTIFICATE NUMBER:** 1265754158**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Part. Legal Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Event	Y	Y	SI8ML02108-211	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY 4077887933						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	SI8EX01473-211	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Participant Accident			US1708130	12/1/2021	12/1/2022	Accident Medical 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage applies to the USA Triathlon sanctioned or approved event specified on this certificate.

The certificate holder is an additional insured, where required by written contract or agreement, but only with respect to the operations of the named insured, and subject to the provisions and limitations of form ECG20 600 - Additional Insured - Blanket when required by written contract, but only with respect to the USAT sanctioned or approved event specified on this certificate.

The General Liability policy is primary as per Form ECG24 520 (04/02) and the General Liability policy contains Form ECG24 522 (04/02): Waiver of Transfer of Rights of Recovery Against others to US, but only as required by written contract or agreement executed by the named insured prior to an occurrence resulting See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Sturgeon Bay 421 Michigan Street Sturgeon Bay WI 54235	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the City of Sturgeon Bay Waterfront Redevelopment Authority, hereby recommend that the ownership of the vacant parcel located at the northwest corner of S. Madison Avenue and W. Pine Street (parcel #281-46-65021803) be transferred from the Waterfront Redevelopment Authority to the City of Sturgeon Bay.

Respectfully submitted:
Waterfront Redevelopment Authority
By: Dan Williams, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Date: May 11, 2022

Introduced by_____.

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

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



Memo

To: Waterfront Redevelopment Authority
From: Marty Olejniczak, Community Development Director
Date: May 6, 2022
RE: Disposition of WRA owned parcel at Pine St/Madison Ave

One of the parcels that the Waterfront Redevelopment Authority is charged with disposing of is the vacant parcel located at the northwest corner of S. Madison Avenue and W. Pine Street. This parcel was acquired as part of a relocation effort for a waterfront business. It is the remnant piece that wasn't needed for the relocated business (now Lau's Auto Care).

From time to time the WRA considered selling the land. The owners of both Lau's Auto Care and The Tire Center (previous business) inquired about purchasing it. But, either there wasn't a plan or need for the land or the proposed price was too high. Thus, formal negotiations and sale never happened.

This parcel appears to not have any restrictions or prior development contracts attached to it. Therefore, it should be relatively easy to sell or transfer. But, although the parcel is buildable, it is not very large. Thus, many businesses might not be interested in developing there. Options to consider include:

- Issue a Request for Proposals to developers to see what type of development is envisioned and what a developer is willing to pay (or requires in financial assistance).
- List the parcel with a realtor to market it on behalf of the WRA.
- Put the parcel up for sale by owner.
- Quit-claim the parcel to the City and let the Common Council decide whether to sell and/or how to proceed.
- Approach Lau's Auto Care to see if there is interest in acquiring the property.

Minutes from prior meetings where this parcel was discussed and a location map are included in the agenda packet.

Location Map
Vacant Lot Owned by WRA



WRA activity regarding parcel at Pine/Madison

Minutes from 7-9-03

(from update on Waterfront Redevelopment Activities). Mr. Olejniczak briefly mentioned that The Tire Center had approached the City in regard to purchasing the vacant lot alongside the Tire Center which is owned by the Waterfront Redevelopment Authority. This was previously brought up at the Finance Committee. John Brunswick, owner of the Tire Center, is checking into the feasibility of extending the building. The recommendation to sell this property would come from the Waterfront Redevelopment Authority.

Minutes from 8-11-03

Consideration of: Request to purchase vacant WRA lot adjacent to The Tire Center: Mr. Olejniczak stated Tire Center is interested in expanding their business. They would be interested in purchasing the vacant parcel of land next door to The Tire Center, which is owned by the Waterfront Redevelopment Authority.

Mr. Galligan stated it was a very visible corner, as it is the entrance to the City, and wouldn't want things stored outside and make it unpleasant to view.

Mr. Wulf felt it shouldn't be sold unless The Tire Center has specific plans. There may be a better use for the property, since it is a buildable lot. He added that it should first be decided what is going on with West Side School.

Mayor Crocker-MacMillin stated John Brunswick from The Tire Center originally came to Finance Committee. Mr. Brunswick only wanted to know if there was any interest in selling the property before he puts any time and effort into an expansion project.

Moved by Mayor Crocker-MacMillin, seconded by Mr. Reynolds to inform The Tire Center that the Waterfront Redevelopment Authority does have an interest in selling the subject property contingent on use of the property and providing a proposal to the Authority. Carried.

Minutes from 11-20-08

Consideration of: Request to purchase vacant WRA lot adjacent to Lau's Auto Care, 149 S. Madison Avenue: Mr. Olejniczak stated that approximately 5 years ago, the former Tire Center (which is currently Lau's Auto Care) was interested in purchasing the vacant parcel adjacent to the business. At that time the City wasn't sure what was happening with the West Side School. The Tire Center never came back with any plans. Since then, Peter Moede of Shipyard Partners, purchased West Side School and had shown some interest in the property, but the sale did not include any contingencies regarding this property. The property is still owned by the WRA. He explained that Dan Lau, owner of Lau's Auto Care, recently expressed an interest in purchasing the property. What the WRA needs to decide is if the property is for sale or not. The lot is 65' wide on Madison Avenue.

Mr. Galligan was concerned of what the use would be. The parcel is not big enough to do

anything with and it should be put on the tax roll.

Moved by Mr. Galligan, seconded by Mr. Michaud to recommend that the property is available for sale under restrictions for appropriate use. Mr. Olejniczak will check with the City Assessor on the estimated market value of the lot and report back to the WRA. Motion carried.

Minutes from 5-29-14

Consideration of: Recommendation from Finance/Purchasing & Building Committee to market for sale the vacant lot at the corner of Pine Street and Madison Avenue: Mr. Olejniczak stated that the vacant lot on the corner of Pine Street and Madison Avenue is owned by the Waterfront Redevelopment Authority. The WRA purchased that property as a relocation site for the Tire Center. The Tire Center did not need the entire property. WRA members discussed what could be done with the property. The Finance Committee recommended to place a for sale sign on the property and to notify past interested parties of the sale. The Assessor's opinion of value of the property is approximately \$55,000.00. Mr. Herlache said that a sale price has to be decided on before a for sale sign can be put up. Moved by Mr. Wulf, seconded by Mr. Asher to table. All ayes. Carried.

Minutes from 9-15-14

Consideration of: Sale of vacant lot at the corner of Pine Street and Madison Avenue, parcel #281-46-65021803: Mr. Olejniczak presented a short background on this property. The Tire Center was originally located where Applebees is. The City bought the Tire Center and relocated it to Madison Ave., which is now Lau's Auto. The lot had been split and the City held on to the portion not used by the Tire Center. A few months ago the Finance Committee looked at all the City properties and found that there was no reason to retain this property. The Assessor recently reviewed the parcel and estimated its probable value was between \$35,000 to \$45,000. This was \$10,000 less than the previous estimate due to the slope of the lot.

Mr. Galligan felt that the property wasn't big enough to do anything with, except additional parking for Lau's Auto.

Mr. Herlache stated that this property is not costing anything to hold onto, unless Lau would like to pay \$45,000 for it.

Discussion continued. Moved by Mr. Galligan, seconded by Mr. Wulf to table. All ayes. Carried.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Board of Public Works, hereby recommend to accept public hearing results and direct staff to prepare resolution to levy special assessment upon property for curbing installation along Alley W14 for benefits conferred upon such property.

Respectfully submitted,
BOARD OF PUBLIC WORKS
By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: June 7, 2022

Introduced by _____.

Moved by Alderperson _____, seconded by

Alderperson _____ that said recommendation be adopted.

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

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



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

Visit our website at: www.sturgeonbaywi.org

TO: Board of Public Works/Common Council

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

DATE: May 26, 2022

RE: RESULTS OF PUBLIC HEARING ON SPECIAL ASSESSMENTS Declaring intent to
levy special assessments for curbing installation along Ally W14

Name	Address	30" Roll Curb (LF)	30" Roll Curb Cost	Opposed	Unopposed
Kitty O'Reilly's	59 E Oak Street	50.00	1925.50		X
Kitty O'Reilly's	59 E Oak Street	100.00	3851.00		X
Jeffery Tebon	63 E Oak Street	146.00	5622.46		x
	TOTAL	296.00	11398.96		

COMMON COUNCIL
May 17, 2022

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

Gustafson/Nault to adopt the agenda. Carried.

No one spoke during public comment.

Bacon/Wiederanders to approve following bills: General Fund – \$237,331.87, Capital Fund - \$24,804.36, TID #4 - \$803.50, and Solid Waste Enterprise Fund - \$15,907.62 for a grand total of \$285,649.35 Roll call: All voted aye. Carried.

Reeths/Statz to approve consent agenda:

- a. Approval of 5/3/22 regular Common Council minutes.
- b. Place the following minutes on file:
 - (1) Bicycle & Pedestrian Advisory Board – 4/4/22
 - (2) Community Protection & Services Committee – 4/7/22
 - (3) Local Arts Board – 4/20/22
 - (4) Zoning Board of Appeals – 4/26/22
 - (5) Joint Review Board – 4/26/22
 - (6) Joint Review Board – 4/26/22
 - (7) Finance/Purchasing & Building Committee – 4/26/21
 - (8) City Plan Commission – 4/27/22
 - (9) Aesthetic Design & Site Plan Review Board – 5/9/22
- c. Place the following reports on file:
 - (1) Police Department Report – April 2022
- d. Consideration of: Beverage Operator licenses.
- e. Consideration of: Approval of Class A Beer and Class A Liquor for Jandu Petroleum #9.
- f. Consideration of: Approval of Sidewalk Café Permits.
- g. Consideration of: Approval of Street Closure Application for Fairfield SB LLC.
- h. Community Protection & Services Committee recommendation re: Approve request from Andrew Werblow, Door County Delivers, to operate a taxicab.
- i. Finance/Purchasing & Building Committee recommendation re: Approve lease as presented with Great Lakes Towing.

Carried.

The Mayor presented the following appointments:

DOOR COUNTY TOURISM ZONE COMMISSION

Josh VanLieshout
Cameryn Ehlers-Kwaterski

Statz/Bacon to confirm. Carried.

STURGEON BAY/DOOR COUNTY REVOLVING LOAN FUND

Jeff Miller

Wiederanders/Bacon to confirm. Carried.

A public hearing regarding levying special assessments upon property for curb and gutter and sidewalk for areas described as N. 14th Ave: West side of the roadway from Egg Harbor Road to Bluebird Street & Rhode Island St: North side of roadway from City softball fields to S. 14th Ave was declared open at 6:09 pm and declared closed at 6:09 pm. No one spoke during the public hearing.

★ A public hearing regarding levying special assessments upon property for installation of curb and gutter and sidewalk for areas described as: Alley W14 (Between E Oak St and E Pine St from S Madison Ave to S Neenah Ave) on the north side of the alley from the west side of the parking lot for Kitty O'Reilly's Irish Pub to S. Neenah Ave was declared open at 6:10 pm and declared closed at 6:11 pm. No one spoke during the public hearing.

Reeths/Wiederanders to approve the resolution awarding the sale of \$2,445,000 general obligation promissory notes. Brad Viegut, Managing Director from Baird, summarized the borrowing. Carried.

Statz/Nault to approve the resolution approving the boundaries and project plan for TID #7. Community Development Directory Olejniczak summarized the TID #7 project plan and boundaries. Carried.

Bacon/Wiederanders to approve the proposal from Cedar Corporation, direct staff to pursue the WisDOT STP-Urban grant for South Duluth Avenue, and direct staff to complete an intermunicipal agreement for cost sharing the required local match if the grant application is successful. Carried.

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to accept the WIPFLi CPA's and Consultants 2021 financial audit report for the City of Sturgeon Bay and place it on file.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

Gustafson/Bacon to adopt. Brian Anderson, WIPFLi, summarized the 2021 financial audit report. Carried.

City Administrator VanLieshout gave his report.

Mayor Ward gave his report.

After Mayor Ward announced the statutory basis, Statz/Nault to convene in closed session in accordance with the following exemption: Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Wis. Stats. 19.85(1)(e) Consideration of: Right of way acquisition of real estate connecting Grant Avenue and Sawyer Drive. Roll call: Carried. The meeting moved to closed session at 6:45 pm and the meeting adjourned in closed session at 7:18 pm.

Respectfully submitted,

Stephanie L. Reinhardt

Stephanie L. Reinhardt
City Clerk/HR Director

EXECUTIVE SUMMARY

DATE: April 12, 2022

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

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

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

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

SUBMITTED BY:



Chad Shefehik
City Engineer

4.12.22

Date

REVIEWED BY:

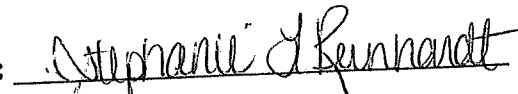


Val Clarizio
Finance Director

4/12/22

Date

REVIEWED BY:



Stephanie Reinhardt
City Clerk

4/12/22

Date

REVIEWED BY:



Josh VanLieshout
City Administrator

4/12/22

Date

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

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

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

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

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

Assessment District:

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

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

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

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

Introduced by: _____

____ Moved by: Alderperson _____, seconded by: Alderperson _____, that said resolution be adopted.

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

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

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

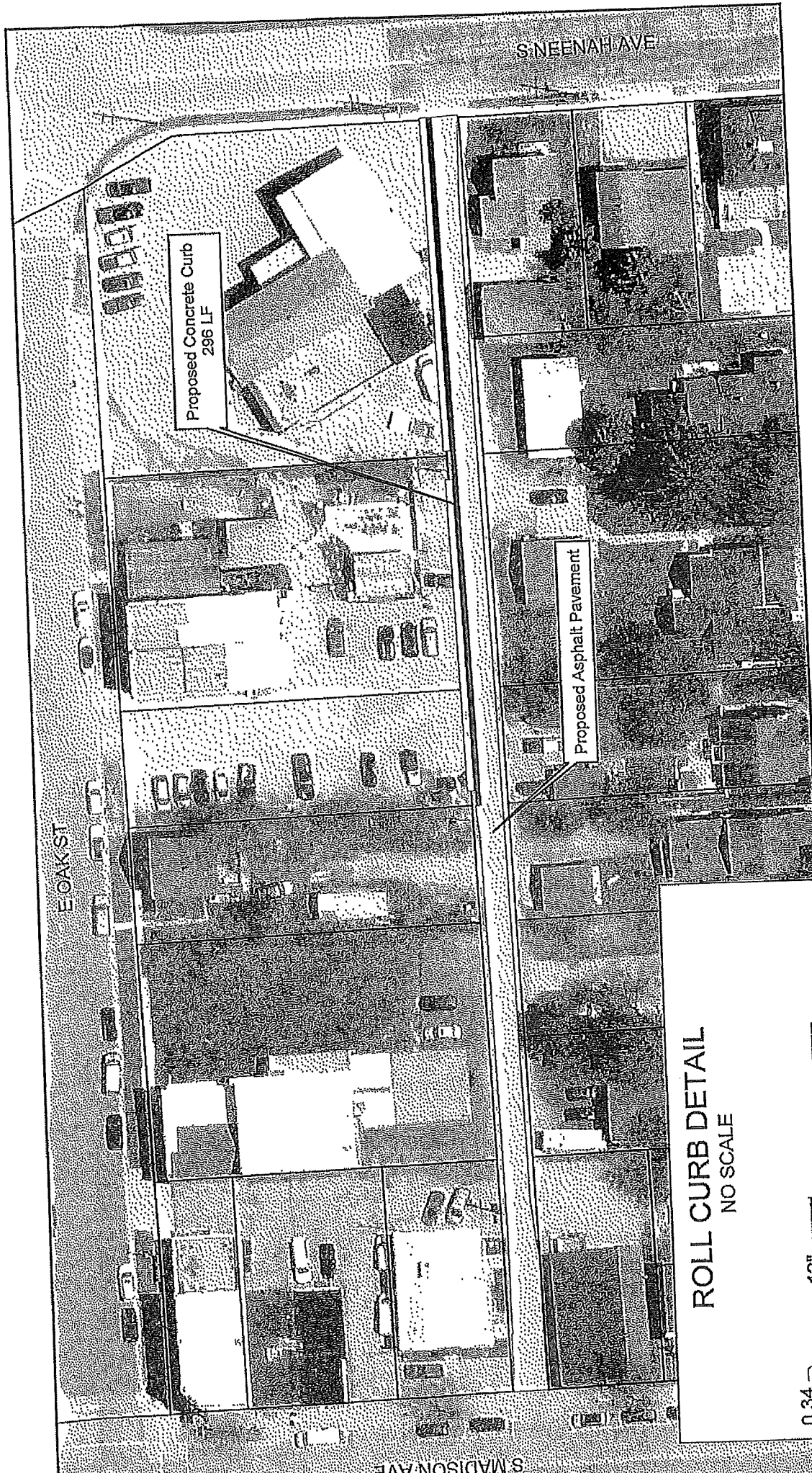
This report consists of the following schedules:

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

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

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

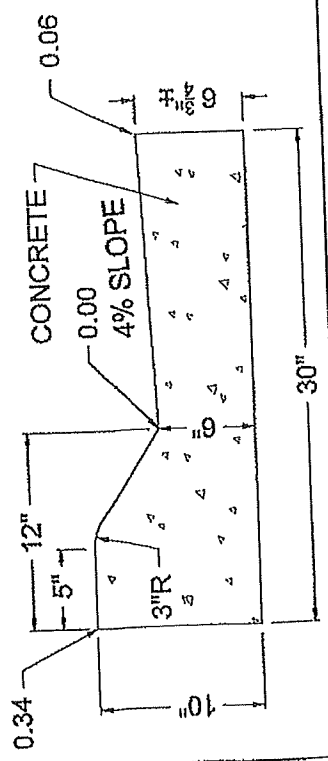
Schedule C Schedule of proposed assessments is attached hereto:



Alley W14

ROLL CURB DETAIL

NO SCALE



Project Summary

Part 1 - General

a) Summary

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

Part 2 - Products (Not Used)

Part 3 - Execution:

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

Measurement and Payment

Part 1 General

1) Summary

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

2) General Work items:

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

Part 2 Products

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

Part 3 Execution

- a. Submit all pay requests with the forms provided and justification to:

The City of Sturgeon Bay
Attn: City Engineer
421 Michigan Street
Sturgeon Bay, WI 54235

Specifications

Part 1 - General

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

Part 2 - Products (Not Used)

Part 3 - Execution: CONTRACTOR USE OF SITE

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

Concrete Curb and Gutter

Part 1 General

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

Part 2 Products

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

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

Gradation Requirements:
Percent by Weight Passing

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

Part 3 Execution

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

d. Protect the curb and gutter until concrete has obtained the design strength.

8) Manual Placement

- a. Provide forms of the size and type of material required to properly construct the curb and gutter as required.
- b. Properly brace or tie forms together to maintain position and shape.
- c. Clean and coat the forms with clear mineral or paraffin base form oil prior to the placement of concrete.
- d. Forms shall remain in place until they can be removed without damage or settling.
- e. Protect the curb and gutter until concrete has obtained the design strength.

9) Placing Concrete

- a. Construct curb and gutter on the prepared and moistened foundation in one course.
- b. Construct curb and gutter to the required lines and grades as shown on the drawings.
- c. Consolidate concrete using mechanical vibration to eliminate honeycombing.
- d. Contraction joints shall be sawn at 10' intervals, 2" deep as soon as the concrete has set sufficiently to preclude raveling during the saw cutting but before shrinkage cracking.

10) Contraction Joint Placements

- a. Place at 300' maximum spacing.
- b. At each end of the radius sections.
- c. Adjacent to expansion joints in existing concrete.
- d. Place at right angles to the gutter flow line.

11) Drilled Tie Bars: Install 2 drilled tie bars at each joint to existing concrete curbing

12) Finishing

- a. Trowel and brush or dry broom the surfaces of the curb and gutter prior to concrete setting.
- b. Round edges adjacent to expansion joints using a 1/4" jointer.
- c. If approved by Owner honeycombed areas shall be tuck pointed as soon as found with a mortar mixture of 1-part Portland Cement and 3 parts sand.

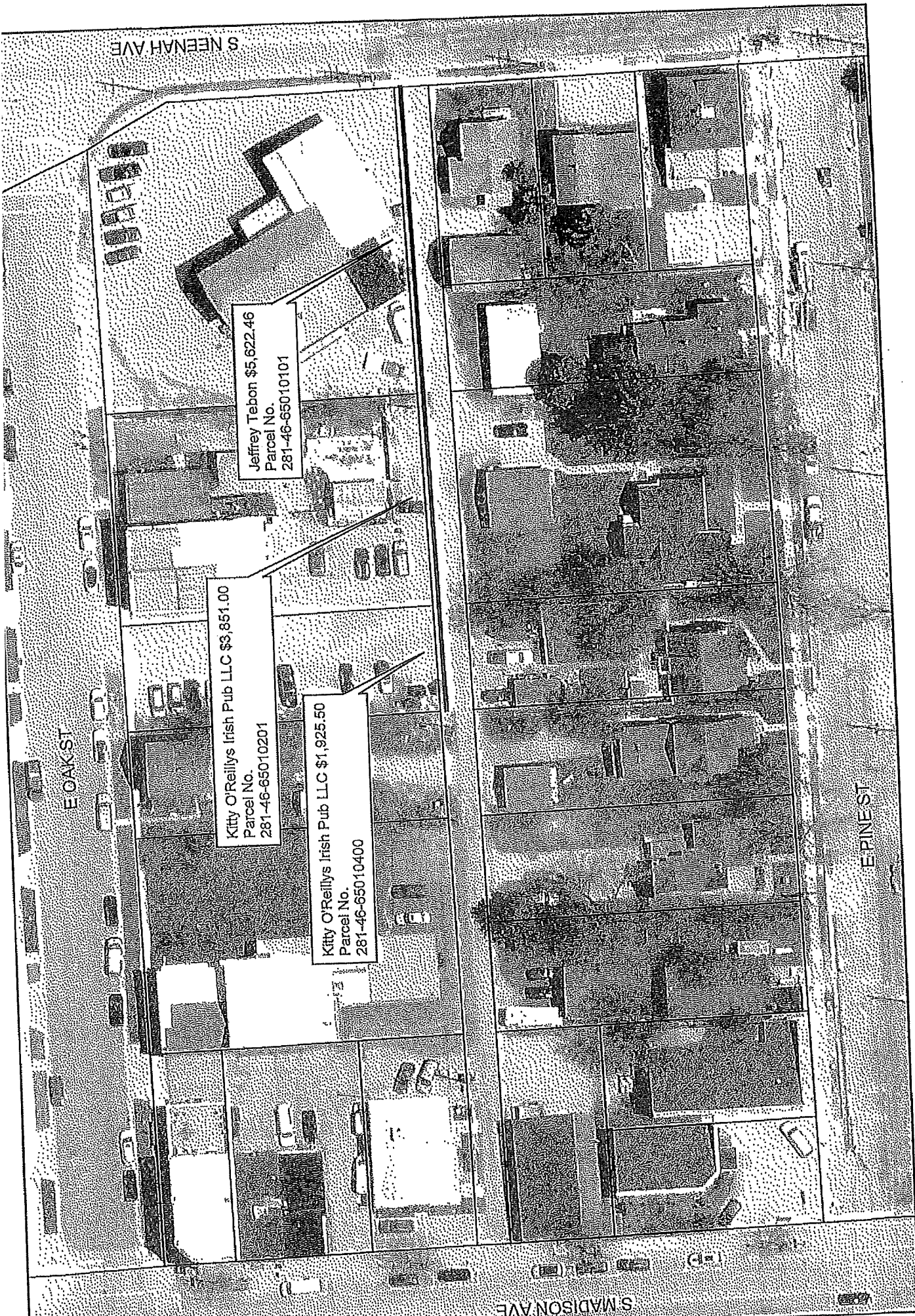
13) Curb ramping shall provide depressed and sloped curb at ramp and driveway locations as shown on drawings or identified by the City Engineer.

14) Curing

- a. Start curing activities as soon as free water has disappeared from the surface of the concrete after placing and finishing.
- b. Apply curing compound to all exposed surfaces by spraying a uniform coating in such a manner as to provide a continuous water impermeable surface. Apply in accordance with manufacturer's recommendations to limit loss of water to not more than 0.40 kg/m² in 72 hours.
- c. In hot weather conform to ACI 305 or ACI 306 in cold weather.
- d. **During the curing period protect concrete from damage, water flow, loading, shock and vibration.**

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

Alley W14 (between Oak & Pine Neenah to Madison)			Mailing Address				Property Address	30" Roll Curb (LF)	30" Roll Curb Cost
Parcel Number	Last Name	First Name	Street 1	City	State	ZIP			
814665010400	Kitty O'Reillys Irish Pub LLC		727 Prairie Ln	Sturgeon Bay	WI	54235		50.00	\$ 38.51
814665010201	Kitty O'Reillys Irish Pub LLC		727 Prairie Ln	Sturgeon Bay	WI	54235	59 E Oak St	100.00	\$ 1,925.50
814665010101	Jeffrey Tebon		63 E Oak St	Sturgeon Bay	WI	54235	63 E Oak St	146.00	\$ 3,851.00
									\$ 5,622.46
							Totals	296.00	\$ 11,398.96



Kitty O'Reillys Irish Pub LLC \$3,851.00
Parcel No.
281-46-65010201

Kitty O'Reillys Irish Pub LLC \$1,925.50
Parcel No.
281-46-65010400

Jeffrey Tebon \$5,622.46
Parcel No.
281-46-65010101



Alley W14 Curb
Proposed Assessments

APRIL, 2022

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Board of Public Works, hereby recommend to accept public hearing results and direct staff to prepare resolution to levy special assessment upon property for sidewalk installations along both N. 14th Avenue and Rhode Island Street for benefits conferred upon such property.

Respectfully submitted,
BOARD OF PUBLIC WORKS
By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: June 7, 2022

Introduced by _____.

Moved by Alderperson _____, seconded by

Alderperson _____ that said recommendation be adopted.

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

Stephanie L. Reinhardt
City Clerk/

Fax 920-



City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI 54235

Phone 920-746-2900

Human Resources Director

Email:

sreinhardt@sturgeonbaywi.org

Visit our website at: www.sturgeonbaywi.org

TO: Board of Public Works/Common Council

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

DATE: May 26, 2022

RE: RESULTS OF PUBLIC HEARING ON SPECIAL ASSESSMENTS Declaring Intent to Levy special assessments for
Sidewalk Installations along both N14th Ave and Rhode Island Street

Name	Address	4" Sidewalk (SF)	4" Sidewalk Cost	6" Sidewalk Typ (SF)	6" Sidewalk Typ Cost	Total Cost	Opposed	Unopposed
Associated Bank	1332 Egg Harbor Rd	484.00	2783.00	0.00	0.00	2783.00		X
Moonlight Capital LLC	1300 Egg Harbor Road	1808.00	10396.00	498.00	3361.50	13757.50		X
Moonlight Capital LLC	1300 Egg Harbor Road	75.00	431.25	0	0	431.25		x
MDPH Enterprise LLC	1217 N 14 th Avenue	1096.00	6302.00	326.00	2200.50	8502.50		x
Orchard Valley Apt	1252 N 12 th Place	1525.00	8768.75	72.00	486.00	9254.75		X
Blevins	1318 Rhode Island Street	439.00	2634.00	60.00	420.00	3054.00		X

Sturgeon Bay Rentals LLC	1326 Rhode Island Street	267.00	1602.00	58.00	406.00	2008.00	X
Morrill		325.00	1950.00	0.00	0.00	1950.00	X
Schultz	417 S 14 th Avenue	129.00	774.00	60.00	420.00	1194.00	X

COMMON COUNCIL
May 17, 2022

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

Gustafson/Nault to adopt the agenda. Carried.

No one spoke during public comment.

Bacon/Wiederanders to approve following bills: General Fund – \$237,331.87, Capital Fund - \$24,804.36, TID #4 - \$803.50, and Solid Waste Enterprise Fund - \$15,907.62 for a grand total of \$285,649.35. Roll call: All voted aye. Carried.

Reeths/Statz to approve consent agenda:

- a. Approval of 5/3/22 regular Common Council minutes.
- b. Place the following minutes on file:
 - (1) Bicycle & Pedestrian Advisory Board – 4/4/22
 - (2) Community Protection & Services Committee – 4/7/22
 - (3) Local Arts Board – 4/20/22
 - (4) Zoning Board of Appeals – 4/26/22
 - (5) Joint Review Board – 4/26/22
 - (6) Joint Review Board – 4/26/22
 - (7) Finance/Purchasing & Building Committee – 4/26/21
 - (8) City Plan Commission – 4/27/22
 - (9) Aesthetic Design & Site Plan Review Board – 5/9/22
- c. Place the following reports on file:
 - (1) Police Department Report – April 2022
- d. Consideration of: Beverage Operator licenses.
- e. Consideration of: Approval of Class A Beer and Class A Liquor for Jandu Petroleum #9.
- f. Consideration of: Approval of Sidewalk Café Permits.
- g. Consideration of: Approval of Street Closure Application for Fairfield SB LLC.
- h. Community Protection & Services Committee recommendation re: Approve request from Andrew Werblow, Door County Delivers, to operate a taxicab.
- i. Finance/Purchasing & Building Committee recommendation re: Approve lease as presented with Great Lakes Towing.

Carried.

The Mayor presented the following appointments:

DOOR COUNTY TOURISM ZONE COMMISSION


Josh VanLieshout
Cameryn Ehlers-Kwaterski

Statz/Bacon to confirm. Carried.

STURGEON BAY/DOOR COUNTY REVOLVING LOAN FUND

Jeff Miller

Wiederanders/Bacon to confirm. Carried.

 A public hearing regarding levying special assessments upon property for curb and gutter and sidewalk for areas described as N. 14th Ave: West side of the roadway from Egg Harbor Road to Bluebird Street & Rhode Island St: North side of roadway from City softball fields to S. 14th Ave was declared open at 6:09 pm and declared closed at 6:09 pm. No one spoke during the public hearing.

A public hearing regarding levying special assessments upon property for installation of curb and gutter and sidewalk for areas described as: Alley W14 (Between E Oak St and E Pine St from S Madison Ave to S Neenah Ave) on the north side of the alley from the west side of the parking lot for Kitty O'Reilly's Irish Pub to S. Neenah Ave was declared open at 6:10 pm and declared closed at 6:11 pm. No one spoke during the public hearing.

Reeths/Wiederanders to approve the resolution awarding the sale of \$2,445,000 general obligation promissory notes. Brad Viegut, Managing Director from Baird, summarized the borrowing. Carried.

Statz/Nault to approve the resolution approving the boundaries and project plan for TID #7. Community Development Directory Olejniczak summarized the TID #7 project plan and boundaries. Carried.

Bacon/Wiederanders to approve the proposal from Cedar Corporation, direct staff to pursue the WisDOT STP-Urban grant for South Duluth Avenue, and direct staff to complete an intermunicipal agreement for cost sharing the required local match if the grant application is successful. Carried.

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to accept the WIPFLi CPA's and Consultants 2021 financial audit report for the City of Sturgeon Bay and place it on file.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.


Gustafson/Bacon to adopt. Brian Anderson, WIPFLi, summarized the 2021 financial audit report. Carried.

City Administrator VanLieshout gave his report.

Mayor Ward gave his report.

After Mayor Ward announced the statutory basis, Statz/Nault to convene in closed session in accordance with the following exemption: Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Wis. Stats. 19.85(1)(e) Consideration of: Right of way acquisition of real estate connecting Grant Avenue and Sawyer Drive. Roll call: Carried. The meeting moved to closed session at 6:45 pm and the meeting adjourned in closed session at 7:18 pm.

Respectfully submitted,



Stephanie L. Reinhardt
City Clerk/HR Director

EXECUTIVE SUMMARY

DATE: April 12, 2022

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

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

FISCAL IMPACT:

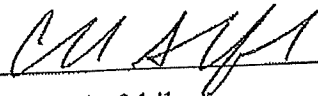
N 14th Ave: The concrete portion of the project has been bid and has an estimated overall cost totaling \$53,856.25. Based on the bid breakdown of quantities the City will be responsible for approximately \$19,127.25 of the total costs, and the remaining \$34,729.00 would be assessed to the abutting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

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

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


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

SUBMITTED BY:


Chad Shefchik
City Engineer

4.12.22
Date

REVIEWED BY:


Val Clarizio
Finance Director

4/12/22
Date

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

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

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

Installation of new sidewalks along:

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

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

Assessment District:

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

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

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

Introduced by:

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

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

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

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

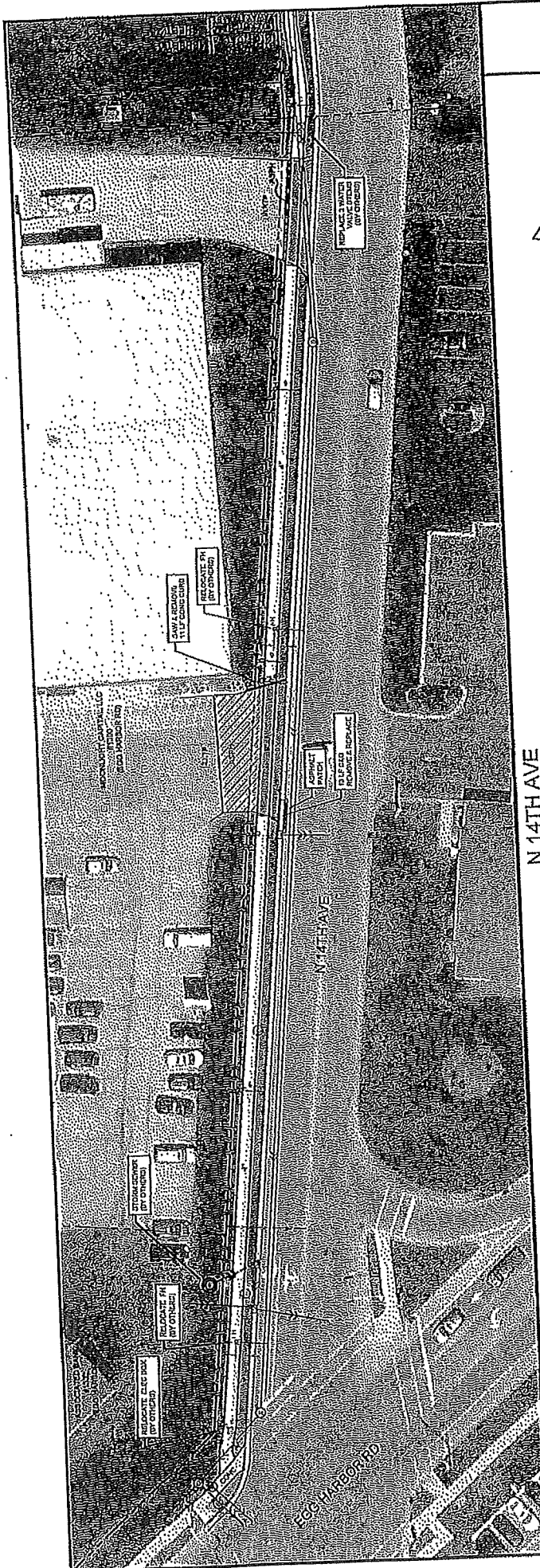
This report consists of the following schedules:

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

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

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

Schedule C Schedule of proposed assessments is attached hereto:

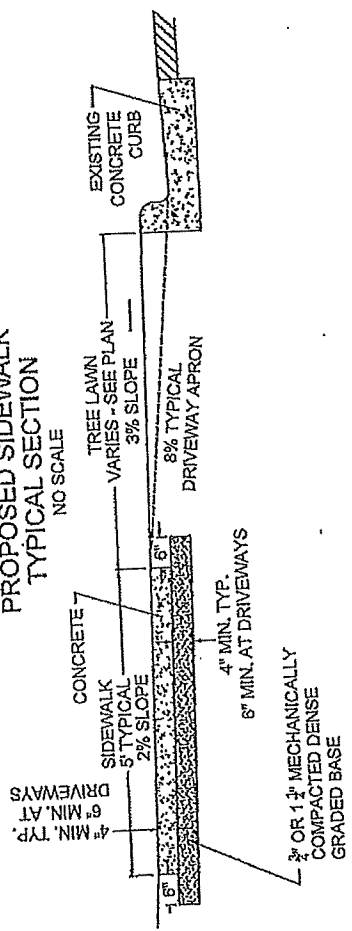


N 14TH AVE

NOTE: THE UTILITIES SHOWN IN THIS PLAN ARE BASED ON THE RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. ALL UTILITIES SHALL BE PROTECTED AND NOT TO BE MOVED OR REMOVED WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER.

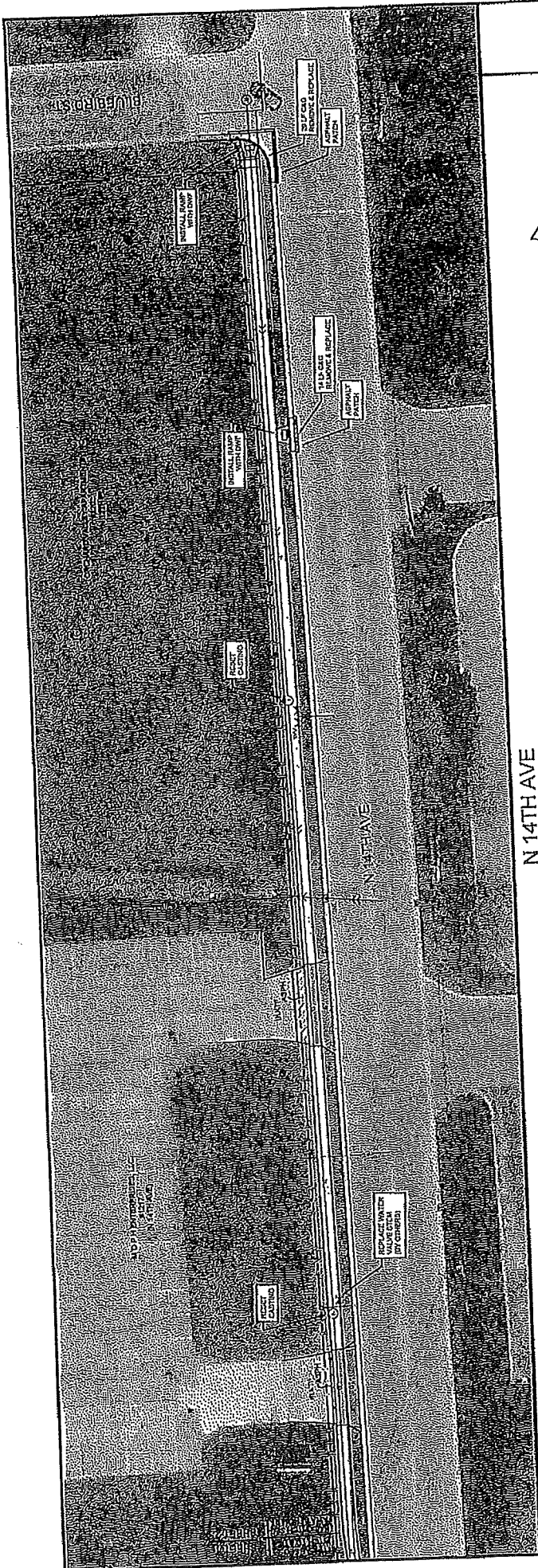
PROPOSED SIDEWALK TYPICAL SECTION

NO SCALE



CITY OF STURGEON BAY
N 14TH AVE
SITE PLAN

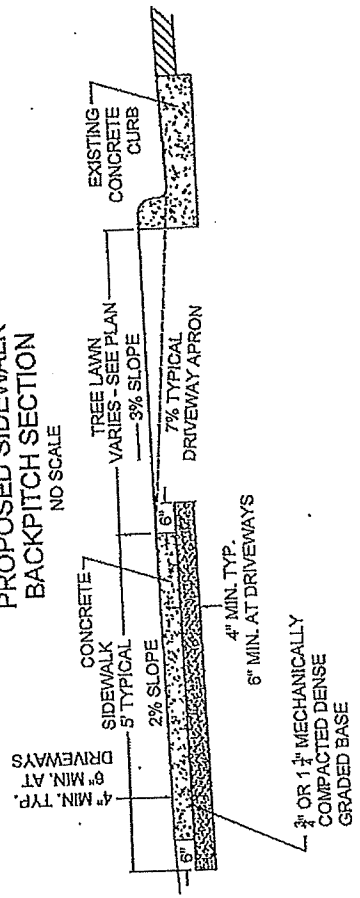
JULY 2021
SHEET 1



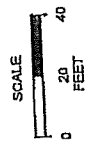
NOTE: ALL UTILITIES SHOWN IN PLAN AND PROFILE ARE INDICATED IN ACCORDANCE WITH AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL UTILITIES FROM THE SURFACE OF THE PROPOSED UTILITIES. ALL UTILITIES SHALL BE NOTIFIED 72 HRS. PRIOR TO EXCAVATION.

PROPOSED SIDEWALK BACKPITCH SECTION

NO SCALE



N 14TH AVE



CITY OF STURGEON BAY
N 14TH AVE
SITE PLAN

AUG. 2021
SHEET
2

Project Summary

Part 1 - General

a) Summary

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

Part 2 - Products (Not Used)

Part 3 - Execution:

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

Measurement and Payment

Part 1 General

1) Summary

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

2) General Work items:

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

Part 2 Products

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

Part 3 Execution

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

Specifications

Part 1 - General

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

Part 2 - Products (Not Used)

Part 3 - Execution: CONTRACTOR USE OF SITE

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

Unclassified Excavation

Part 1 - General

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

Part 2 - Products (Not Used)

Part 3 - Execution:

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

Asphalt and Concrete Removal

Part 1 - General

1) Summary

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

Part 2 - Products (Not Used)

Part 3 - Execution:

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

Earthwork for Roadway

Part 1 – General

1) Summary

- a) This section includes the excavation of paved areas, filling, compaction, finished grading and disposal of surplus material.
- b) Testing will be required only when the City Engineer is concerned about the compaction effort failing to achieve the desired results. The City will inform the Contractor when testing is to be required.
 - i) IF required, it will be at the Contractor's expense using a test method, and tester acceptable to the City Engineer.

c) Testing:

- i) Contractor shall provide a loaded Tandem Axle Dump (10CY minimum) to proof roll proposed road base.
- ii) Alternate test measures will only be required if proof roll is not approved.
- iii) Back fill areas outside of the road bed shall be compacted so as to match the surrounding soils.

Part 2 - Products

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

Part 3 – Execution:

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

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

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

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

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

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

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

4) Finished Grading

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

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

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

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

Utility Adjustments

Part 1 – General:

1) Summary

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

Part 2 – Products:

- 1) Products provided by the City of Sturgeon Bay and / or Sturgeon Bay Utilities:
 - a) Sanitary sewer castings, storm sewer castings, and water valve stem tops
 - b) HDPE adjustment rings as manufactured by LADTECH, Inc.
 - c) Precast concrete adjustment rings
 - d) Butyl rubber gasket material
- 2) Products provided by the contractor:
 - a) Non-shrink hydraulic cement or Portland cement grout mixtures

Part 3 – Execution:

- 1) Sanitary Sewer & Storm Sewer Manholes
 - a) Remove all existing adjustment rings and manhole casting.
 - b) Inspect the remaining manhole structure to ensure that it has not been damaged.
 - c) Install HDPE adjustment rings per manufacture's specification and apply 2 rows of 1/2" thick butyl rubber gasket material between the top adjustment ring & casting.
 - d) Backfill excavated areas around the manhole with 1-4" dense graded base and mechanically compact in layers not to exceed 8" thick.
- 2) Storm Sewer Inlets
 - a) Remove all existing adjustment rings and inlet casting.
 - b) Inspect the remaining inlet structure to ensure that it has not been damaged.
 - c) Install precast concrete adjustment rings and apply 1/2" thick butyl rubber gasket material between each adjustment ring.
 - d) Backfill excavated areas around the inlet with 1-4" dense graded base and mechanically compact in layers not to exceed 8" thick.
 - e) Backplaster the adjustment rings and casting with a non-shrink grout mixture
- 3) Water Valve Stem Tops
 - a) Remove and replace the valve stem top. Backfill excavated areas around the valve stem top with 1-4" dense graded base and mechanically compact in layers not to exceed 8" thick.

Crushed Aggregate Base Course

Part 1 General

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

Part 2 Materials

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

Part 3 Execution

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

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

Concrete Curb and Gutter**Part 1 General**

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

Part 2 Products

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

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

Gradation Requirements:
Percent by Weight Passing

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

Part 3 Execution

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

- d. Protect the curb and gutter until concrete has obtained the design strength.

8) Manual Placement

- a. Provide forms of the size and type of material required to properly construct the curb and gutter as required.
- b. Properly brace or tie forms together to maintain position and shape.
- c. Clean and coat the forms with clear mineral or paraffin base form oil prior to the placement of concrete.
- d. Forms shall remain in place until they can be removed without damage or settling.
- e. Protect the curb and gutter until concrete has obtained the design strength.

9) Placing Concrete.

- a. Construct curb and gutter on the prepared and moistened foundation in one course.
- b. Construct curb and gutter to the required lines and grades as shown on the drawings.
- c. Consolidate concrete using mechanical vibration to eliminate honeycombing.
- d. Contraction joints shall be sawn at 10' intervals, 2" deep as soon as the concrete has set sufficiently to preclude raveling during the saw cutting but before shrinkage cracking.

10) Contraction Joint Placements

- a. Place at 300' maximum spacing.
- b. At each end of the radius sections.
- c. Adjacent to expansion joints in existing concrete.
- d. Place at right angles to the gutter flow line.

11) Drilled Tie Bars: Install 2 drilled tie bars at each joint to existing concrete curbing

12) Finishing

- a. Trowel and brush or dry broom the surfaces of the curb and gutter prior to concrete setting.
- b. Round edges adjacent to expansion joints using a 1/4" jointer.
- c. If approved by Owner honeycombed areas shall be tuck pointed as soon as found with a mortar mixture of 1-part Portland Cement and 3 parts sand.

13) Curb ramping shall provide depressed and sloped curb at ramp and driveway locations as shown on drawings or identified by the City Engineer.

14) Curing

- a. Start curing activities as soon as free water has disappeared from the surface of the concrete after placing and finishing.
- b. Apply curing compound to all exposed surfaces by spraying a uniform coating in such a manner as to provide a continuous water impermeable surface. Apply in accordance with manufacturer's recommendations to limit loss of water to not more than 0.40 kg/m² in 72 hours.
- c. In hot weather conform to ACI 305 or ACI 306 in cold weather.
- d. **During the curing period protect concrete from damage, water flow, loading, shock and vibration.**

Concrete Sidewalks and Driveways

Part 1 General

1.1 Summary

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

1.2 Submittals

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

1.3 Quality Assurance

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

Part 2 Products

2.1 Concrete

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

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

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

Part 3 Execution

3.1 Preparation of subgrade.

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

3.2 Placing the base course:

A. Placing the Base Course

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

3.3 Expansion Joints

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

3.4 Slip-form Sidewalk Construction

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

3.5 Manual Placement

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

3.6 Placing Concrete

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

3.7 Contraction Joints

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

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

3.9 Finishing

- A. Trowel and brush or dry broom the surfaces of the sidewalks and driveways prior to concrete settling.
- B. Round edges adjacent to expansion joints using a 1/4" jointer.
- C. If approved by Owner honeycombed areas shall be tuck pointed as soon as found with a mortar mixture of 1-part Portland cement and 3 parts sand.

3.10 Curb Ramping

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

3.11 Curing

- A. Start curing activities as soon as free water has disappeared from the surface of concrete after placing and finishing.
- B. Apply curing compound to all exposed surfaces by spraying a uniform coating in such a manner as to provide a continuous water impermeable surface. Apply in accordance with manufacturer's recommendations to limit loss of water to not more than 0.40 kg/m² in 72 hours.
- C. In hot weather conform to ACI 305.
- D. In cold weather conform to ACI 306.
- E. **During the curing period protect concrete from damage, water flow, loading, shock and vibration.**

Site Restoration

Part 1 - General

1.01 – Section Includes

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

1.02 – Reference Specifications, Codes, and Standards

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

Part 2 - Products

2.01 – Topsoil

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

2.02 – Salvaged Topsoil

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

2.03 – Seed

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

2.04 – Mulch

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

Part 3 - Execution

3.01 – Damaged Improvements

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

3.02 – Topsoil and Salvaged Topsoil

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

3.03 – Seed

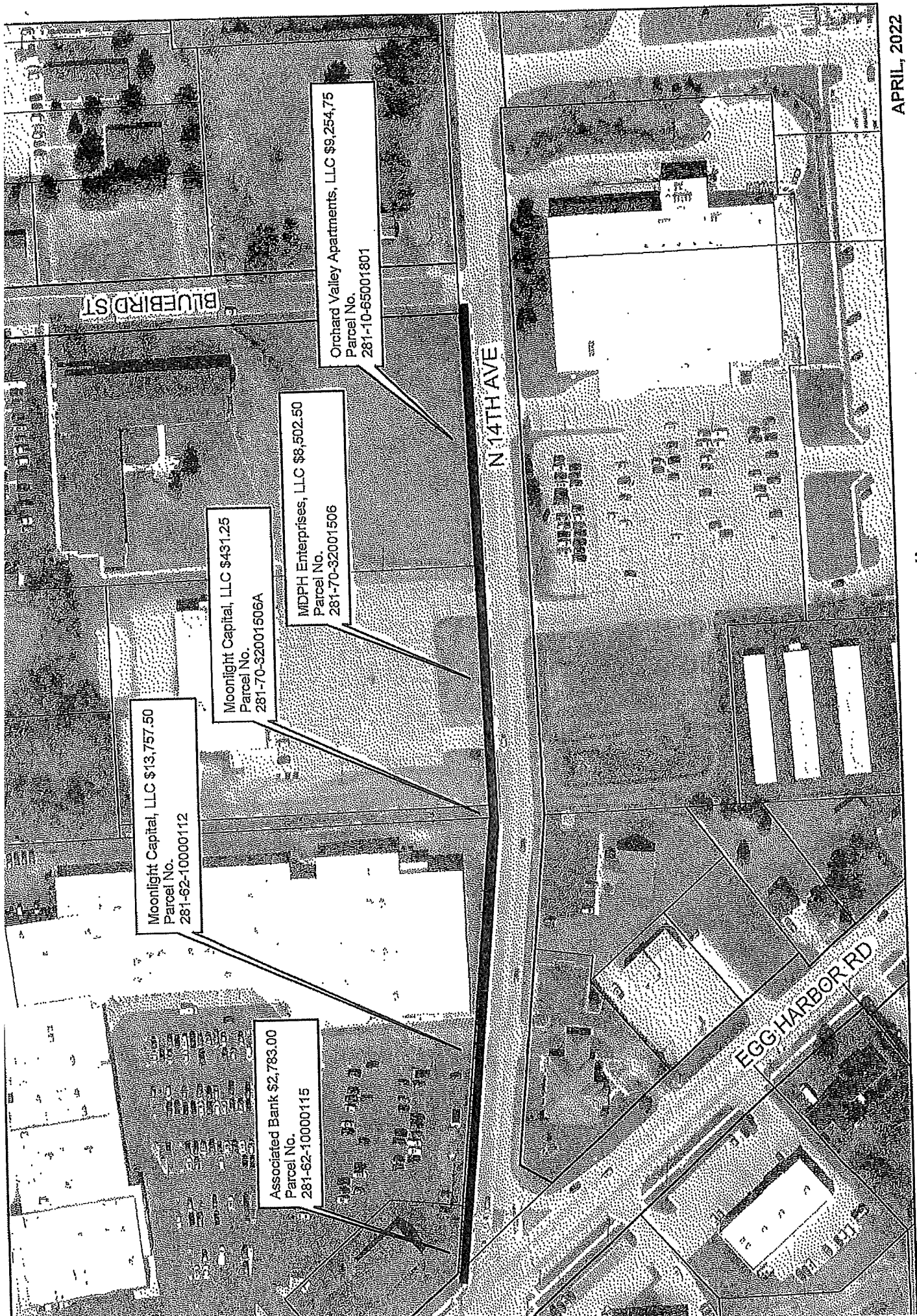
- a) Perform in accordance with requirements for "Construction" in Section 630. SEEDING, WDOTSS except as follows:
 - i) Seeding Rate:
 - (1) Sowing rate for all seed mixtures shall be 3 pounds of seed mixture per 1,000 square feet.
 - (2) Contractor shall be responsible for reseeding restored areas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

Item #	New Sidewalk: N 14th Ave (west side of road from Egg Harbor Road to Bluebird St.) - Item Descriptions	Unit	Estimated Quantity	Unit Price	Line Item Total	City Quantity	Assess Quantity	City Cost	Assess Cost
1	Mobilization - Concrete Work (Includes traffic control if needed & barriers for wet concrete)	LS	1.00	\$ 1,000.00	\$ 1,000.00	1.00	0.00	\$ 1,000.00	\$ -
2	Strip Topsoil & Compact Sub-base with a Roller (For New Concrete Sidewalks)	SF	5053.00	\$ 1.00	\$ 5,053.00	5053.00	0.00	\$ 5,053.00	\$ -
3	Remove Concrete and / or Asphalt Sidewalk & Driveways (includes cutting)	SF	2755.00	\$ 1.10	\$ 3,030.50	2755.00	0.00	\$ 3,030.50	\$ -
4	Remove Curb & Gutter (includes cutting)	LF	67.00	\$ 11.00	\$ 737.00	67.00	0.00	\$ 737.00	\$ -
5	New Concrete Curb & Gutter - 30" (includes base excavation & base)	LF	56.00	\$ 46.00	\$ 2,520.00	56.00	0.00	\$ 2,520.00	\$ -
6	New Concrete Sidewalk - 4" (includes base excavation and base)	SF	4989.00	\$ 5.75	\$ 28,686.75	1.00	4988.00	\$ 5.75	\$ 28,681.00
7	New Concrete Sidewalk or Driveway - 6" (includes base excavation and base)	SF	1708.00	\$ 6.75	\$ 11,529.00	812.00	896.00	\$ 5,481.00	\$ 6,048.00
8	Cast Iron Warning Fields - 2'x4'	EA	2.00	\$ 300.00	\$ 600.00	2.00	0.00	\$ 600.00	\$ -
9	Replace Manhole or Inlet Casting & Rings - Labor Only (casting & rings to be provided by City)	EA	2.00	\$ 350.00	\$ 700.00	2.00	0.00	\$ 700.00	\$ -
Totals:					\$ 53,856.25			\$ 19,127.25	\$ 34,729.00

Item #	New Sidewalk: Rhode Island Street (north side of road from ballfield to address 417) - Item Descriptions	Unit	Estimated Quantity	Unit Price	Line Item Total	City Quantity	Assess Quantity	City Cost	Assess Cost
1	Mobilization - Concrete Work (Includes traffic control if needed & barriers for wet concrete)	LS	1.00	\$ 1,000.00	\$ 1,000.00	1.00	0.00	\$ 1,000.00	\$ -
2	Strip Topsoil & Compact Sub-base with a Roller (For New Concrete Sidewalks)	SF	1480.00	\$ 1.00	\$ 1,480.00	1480.00	0.00	\$ 1,480.00	\$ -
3	Remove Concrete and / or Asphalt Sidewalk & Driveways (includes cutting)	SF	25.00	\$ 2.00	\$ 50.00	25.00	0.00	\$ 50.00	\$ -
4	New Concrete Sidewalk - 4" (includes base excavation and base)	SF	1506.00	\$ 6.00	\$ 9,030.00	345.00	1160.00	\$ 2,070.00	\$ 6,960.00
5	New Concrete Sidewalk or Driveway - 6" (includes base excavation and base)	SF	394.00	\$ 7.00	\$ 2,758.00	216.00	178.00	\$ 1,512.00	\$ 1,246.00
Totals:					\$ 14,318.00			\$ 6,112.00	\$ 8,206.00

N 14th Ave		Mailing Address				Property Address		4" Sidewalk (SF)	4" Sidewalk Cost	6" Sidewalk Typ. (SF)	6" Sidewalk Typ. Cost	Total Cost
Parcel Number	Last Name	First Name	Street 1	City	State	ZIP						
2816210000115	Associated Bank		MS8227 / 433 Main St	Green Bay	WI	54301	1332 Egg Harbor Road	484.00	\$ 2,783.00	0.00	\$ -	\$ 2,783.00
2816210000112	Moonlight Capital LLC		PO Box 45	McFarland	WI	53558	1300 Egg Harbor Road	1808.00	\$ 10,396.00	498.00	\$ 3,361.50	\$ 13,757.50
817032001506A	Moonlight Capital LLC		PO Box 45	McFarland	WI	53558		75.00	\$ 431.25	0.00	\$ -	\$ 431.25
2817032001506	MDPH Enterprises LLC		1217 N 14th Ave	Sturgeon Bay	WI	54235	1217 N 14th Ave	1096.00	\$ 6,302.00	326.00	\$ 2,200.50	\$ 8,502.50
2811065001801	Orchard Valley Apt INC		PO Box 961009	Fort Worth	TX	76161	1252 N 12th Place	1525.00	\$ 8,768.75	72.00	\$ 486.00	\$ 9,254.75
							Totals	4888.00	\$ 28,681.00	896.00	\$ 6,048.00	\$ 34,729.00

Rhode Island Street		Mailing Address				Property Address		4" Sidewalk (SF)	4" Sidewalk Cost	6" Sidewalk Typ. (SF)	6" Sidewalk Typ. Cost	Total Cost
Parcel Number	Last Name	First Name	Street 1	City	State	ZIP						
2816228000116	Blevins	Albert	4701 N Amanda Ln	Sheboygan	WI	53081	1318 Rhode Island St	439.00	\$ 2,634.00	60.00	\$ 420.00	\$ 3,054.00
2816229000119	Sturgeon Bay Rentals LLC		3052 15th Street	Monroe	WI	53566	1326 Rhode Island St	267.00	\$ 1,602.00	58.00	\$ 406.00	\$ 2,008.00
2816229000125	Morrill	Donald	1116 N 3rd Ave	Sturgeon Bay	WI	54235		325.00	\$ 1,950.00	0.00	\$ -	\$ 1,950.00
2816229000117	Schultz	Kenneth	426 N Duluth Ave	Sturgeon Bay	WI	54235	417 S 14th Ave	129.00	\$ 774.00	60.00	\$ 420.00	\$ 1,194.00
							Totals	1160.00	\$ 6,960.00	178.00	\$ 1,246.00	\$ 8,206.00



APRIL, 2022

NEW SIDEWALK

N 14th Ave Sidewalks Proposed Assessments



QUINCY ST

S 14TH AVE

RHODE ISLAND ST

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

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

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

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



NEW SIDEWALK

Rhode Island St Sidewalks Proposed Assessments

APRIL, 2022

Executive Summary

Date: June 16, 2022

Title: Award of Bid Bradley Lake Shoreline Restoration

Background: On June 2nd, 2022 the Municipal Services Department opened bids for the Bradley Lake Shoreline Restoration project. In accordance with the City of Sturgeon Bay Purchasing & Property Accountability Policy, specifications were prepared and competitive sealed bidding was used to obtain pricing. Two bids were received:

Advanced Construction, Green Bay, WI	Michels Construction, Inc, Brownsville, WI
Total Price \$1,147,961.05	Conveyor Price \$972,174.30

The 2022 capital budget line 10-510-000-59025 included \$400,000 for the Bradley Lake Shoreline Restoration.

During the Common Council Meeting on June 7th, the Council approved further negotiations with the lowest bidder. Negotiations are to attempt to get a project with a reduced scope of work that would come in at the budgeted amount.

After negotiations with Michels Construction an agreement was reached to reduce the scope of work for the project at the price of \$350,000. The agreed amount of shoreline stabilization is 400-500 feet of shoreline. This will also reduce the number of plantings associated with the project. City DPW staff will seed any areas that are to be returned to lawn. One significant piece of information that was mentioned by the contractor was that this work will be largely unnoticeable. He stated that the thing that will be noticed the most is two or three trees will be cut down.

Recommendation: Staff recommends proceeding with the project at a price not to exceed \$350,000.

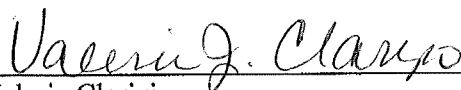
Prepared By:



Mike Barker
Municipal Services Director

Date: 16 Jun 2022

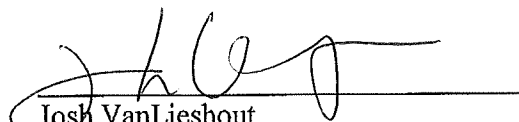
Reviewed By:



Valerie Clarizio
Finance Director

Date: 6/16/22

Reviewed By:


Josh VanLieshout
City Administrator

Date: 6/16/22

PRICE TALLY SHEET

Bradley Lake Shoreline Restoration

Date: (Thursday, June 2, 2022

Base Bid Items			Unit	Est. Qty.	ENGINEER ESTIMATE		Michels		Advance	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	LS	1	\$10,000.00	\$ 10,000.00	\$ 65,076.53	\$ 65,076.53	\$ 300,000.00	\$ 300,000.00	
2	Demobilization	LS	1	\$2,500.00	\$ 2,500.00	\$ 53,540.74	\$ 53,540.74	\$ 135,000.00	\$ 135,000.00	
3	Site Preparation Herbicide & Tilling	LS	1	\$2,700.00	\$ 2,700.00	\$ 8,500.00	\$ 8,500.00	\$ 175,000.00	\$ 175,000.00	
4	Dredge/Dewatering/Stockpile	CY	5137	\$4.00	\$ 20,548.00	\$ 27.09	\$ 139,161.33	\$ 30.00	\$ 154,110.00	
5	Shoreline Stabilization	LF	1300	\$122.00	\$ 158,600.00	\$ 408.27	\$ 530,751.00	\$ 33.00	\$ 42,900.00	
6	Native Seeding (Emergent Marsh, Wet Prairie, Dry-mesic Prairie)	ACRE	1.42	\$4,000.00	\$ 5,680.00	\$ 7,500.00	\$ 10,650.00	\$ 24,300.00	\$ 34,506.00	
7	Mowed Lawn Seeding	ACRE	0.11	\$5,000.00	\$ 550.00	\$ 2,700.00	\$ 297.00	\$ 6,000.00	\$ 660.00	
8	Aquatic Shoreline Plants	EA	153	\$10.00	\$ 1,530.00	\$ 5.05	\$ 772.65	\$ 16.00	\$ 2,448.00	
9	Emergent Marsh Shoreline Plugs	EA	2445	\$4.25	\$ 10,391.25	\$ 5.05	\$ 12,347.25	\$ 4.25	\$ 10,391.25	
10	Wet Prairie Plugs	EA	2445	\$4.25	\$ 10,391.25	\$ 5.05	\$ 12,347.25	\$ 5.25	\$ 12,836.25	
11	C125BN Erosion Control Blanket	SY	9500	\$3.50	\$ 33,250.00	\$ 3.50	\$ 33,250.00	\$ 15.00	\$ 142,500.00	
12	Stabilization and Disposal of Spoil Offsite	TON	900	\$11.00	\$ 9,900.00	\$ 17.16	\$ 15,444.00	\$ 40.00	\$ 36,000.00	

PRICE TALLY SHEET

Bradley Lake Shoreline Restoration

Date: (Thursday, June 2, 2022

Base Bid Items			ENGINEER ESTIMATE		Michels		Advance	
			Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
13	Plugs	EA	10751	\$ 53,755.00	\$ 5.05	\$ 54,292.55	\$ 4.85	\$ 52,142.35
14	Wetland Forebay - Native Seeding (Pre-treatment Wetland, Dry-mesic Prairie)	ACRE	1.33	\$ 5,320.00	\$ 7,500.00	\$ 9,975.00	\$ 14,500.00	\$ 19,285.00
15	Wetland Forebay - Mowed Lawn Seeding	ACRE	0.08	\$ 400.00	\$ 2,700.00	\$ 216.00	\$ 6,000.00	\$ 480.00
16	Wetland Forebay - Pre-treatmnet Wetland Plugs	EA	5060	\$ 21,505.00	\$ 5.05	\$ 25,553.00	\$ 5.87	\$ 29,702.20
A1	Deduct for Value Engineering of Spoil Disposal	LS	1	\$ -	\$ 1,000.00	\$ 1,000.00		\$ -
Total Base Bid =				\$ 347,021		\$ 973,174.30		\$ 1,147,961
Total (including Alt) =				\$ 347,021		\$ 972,174.30		\$ 1,147,961

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

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the development agreement for Duquaine Development as presented.

Respectfully submitted,
FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: June 14, 2022

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

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

STAFF REPORT

Title: Development Agreement for Duquaine Development

Background: Duquaine Development proposes to construct about 160 multiple-family dwellings with the first phase consisting of approximately 64 units to the northeast of the Target store and south of Oak Street (Sawyer Drive). The Common Council approved \$750,000 of financial assistance for the proposed development, including \$275,000 in American Rescue Plan Act funds and \$475,000 in affordable housing TIF funds that are being made available from the one-year extension of TID #1. The \$275,000 is an upfront payment to assist with infrastructure but the \$475,000 is only paid out as the buildings are completed. The City also previously approved an annexation agreement with the developer to allow sanitary sewer and water services now in exchange for annexing later when legally able to do so.

A development agreement that spells out the specifics of the financial assistance has been drafted and reviewed by the attorneys for both sides. This agreement includes all of the details regarding the assistance and includes the obligations of the developer and City and all of the legal issues. The agreement is ready to be reviewed by the Finance Committee and Council.

Fiscal Impact: The \$750,000 in financial assistance comes from the ARPA funds allocated to the City and from the additional tax increments generated from the one-year affordable housing extension for TID #1. Thus, there should be no impact to the general fund. Once the property is annexed into the city, the first phase of development is expected to generate about \$6.5 Million in property value for an annual tax payment of about \$52,000 for the City portion.

Recommendation: Approve the development agreement.

Prepared by: 
Martin Olejniczak, Community Development Director

6-9-2022
Date

Reviewed by: _____
Val Clarizio, Finance Director

Date

Reviewed by: 
Josh Van Lieshout, City Administrator

6/27/22
Date

**DEVELOPMENT AGREEMENT
(Duquaine Development)**

This Development Agreement is made this ____ day of _____, 2022, between the CITY OF STURGEON BAY, WISCONSIN, a Wisconsin municipal corporation (the "City") and DUQUAINE DEVELOPMENT, INC, a Wisconsin corporation ("Developer").

RECITALS

A. Developer has fee title to 14.58 acres of property abutting Sawyer Drive (also known as W. Oak Street) consisting of parcel no. 0200112272541B and parcel no. 0200112272541C1, located in the Town of Nasewaupée and more particularly described in Section A.1 below (the "Property").

B. Developer has approached the City proposing to construct multiple-family dwellings on the Property (the "Project"), as defined in Section A.2 below a parcel that is contiguous to the City.

C. The City and Developer have entered into an annexation agreement which provides that municipal sanitary sewer and water services may be extended to serve the Property for use by the Project, with annexation of the Property, to the City to be initiated by Developer, at a later date.

D. The City has determined it would be beneficial to the health, welfare and prosperity of its residents to provide financial assistance for the Project, in the form of reimbursement of certain of Developer's expenses relating to the Project and payments from the Tax Increments generated by the extension of Tax Incremental District #1 for affordable housing and improving the housing stock.

E. The City has determined the development and fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interests of the City and its residents and serve public purposes in accordance with State and local law, because the Project will provide needed housing, expand the City's tax base, and increase property tax revenues in Sturgeon Bay upon annexation of the Property.

F. The City has determined that, but for the City's provision of financial assistance to Developer, the Project would not occur.

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

A. The Property and Project.

1. Legal Description of Project Site. The Property is legally described as follows:

Part of the Northeast ¼ of the Southeast ¼, Section 12, T27N-R25E, Town of Nasewaupée, Door County, Wisconsin, more fully described as follows:

Commencing at the Southeast corner of Section 12, T27N-R25E; thence N0°08'44"E, 2649.11 feet along the East line of the Southeast ¼ of said Section; thence N88°10'21"W, 528.40 feet along the North line of the Southeast ¼ of said Section to the point of beginning; thence S0°17'58"W, 329.97 feet; thence N88°10'21"W, 132.00 feet along a North line of Duluth Avenue Storage Park Condominium (Hanger 24, Condo Plats, Page 9, Document number 506711, Door County Records); thence S0°17'50"W, 330.45 feet along the West line of said condominium; thence N88°01'15"W, 331.04 feet along the North line of said condominium; thence S0°22'36"W, 659.52 feet along the West line of said condominium; thence N87°51'51"W, 332.03 feet along the South line of the Northeast ¼ of the Southeast ¼ of said Section; thence N0°26'55"E, 1108.51 feet along the West line of the Northeast ¼ of the Southeast ¼ of said Section; thence S88°10'12"E, 208.71 feet; thence N0°27'14"E, 208.71 feet; thence S88°10'21"E, 583.69 feet along the North line of the Southeast ¼ of said Section to the point of beginning. Excepting those portions used for road right-of-way.

Tax Parcels No. 0200112272541B and No. 0200112272541C1

2. **Project Described.** A residential development of approximately 160 multiple-family dwelling units within several buildings located on the Property (the Project). The first phase of the Project will consist of approximately 68 units within 3 buildings along with detached garages ("Phase 1"). The site will also include exterior parking areas and other site amenities.

B. **Condition Precedent.** The terms and obligations of this Agreement shall commence only if the City shall have adopted a resolution extending TID #1 by one year under section 66.1105(6)(g), Wis. Stats. Upon failure of this condition, this Agreement shall be null and void without liability or obligation to either party.

C. **Developer's General Obligations.**

1. **Approval of Plans.** Prior to the commencement of construction of Phase 1, Developer shall present plans for the proposed development and design of buildings to the Sturgeon Bay Aesthetic Design & Site Plan Review Board for its review and comments. However, Developer shall not be bound by any comments or recommendations of the Board for Phase 1 of approximately 68 units. Future phases of the Project will be subject to the jurisdiction of the municipality in which the Property is located at that time.

2. **Building Permits/Approvals.** Developer is responsible to obtain, directly or through its agents, all building permits and other permits or approvals required to construct the Project. Permits and approvals required shall be based upon the jurisdiction in which the Property is located at the time of approval or permit issuance. Nothing in this Agreement shall be deemed prior authorization of City to issue permits or grant approvals.

3. **Construction Completion.** Construction of Phase 1 (approximately 68 units) shall be substantially complete by December 31, 2023.

4. General Construction Requirements. Developer shall abide by all of the following in the construction of Phase 1:

a. Compliance with Plans. Developer shall construct Phase 1 in strict compliance with the plans as approved by the State, the City and any other agency entitled to give approval.

b. Quality of Work. All work to be performed by Developer in and on the Property and the construction and maintenance of Phase 1 shall be performed in a good and workmanlike manner and consistent with the prevailing industry standards for high quality construction in the Sturgeon Bay area. Developer shall perform all work in compliance with all applicable laws, regulations, ordinances, and permits, and Developer shall at its sole cost and expense obtain and maintain all necessary permits and licenses for such work. Every contractor hired by the Developer shall be licensed and qualified to perform that part of the work assigned to it. Before any such contractor is allowed to perform any such work, the contractor shall comply with the insurance requirements set forth in Section E, below.

c. Compliance with Laws. All work upon the Project site shall comply with all applicable laws, codes and regulations of authorities having jurisdiction over Property at the time of construction.

e. Reports, Information and Inspections. During the period of construction, Developer shall provide the City with information requested by the City concerning the progress of the Project and any issues having a material effect on the Project, when requested. The City may come upon the Property to inspect the Project during normal hours of construction and, upon reasonable advance notice to Developer, which may be verbal notice, at any other time the City deems appropriate for the purpose of inspecting the Project and investigating its status and any matters that may affect the Project and compliance with this Agreement. The City may also discuss the status of construction with Developer's general contractor and any subcontractor or material supplier for the Project.

f. Debris. Until the Project is finished, without the requirement of notice from the City, Developer shall keep the Property and adjoining streets clean and free of construction debris. If the City does give Developer notice of the need to clean up any debris identified by the City, Developer shall complete such clean up within 24 hours of receipt of the City's notice. Any debris not so removed or cleaned up with the 24-hour period may be removed or cleaned by the City at Developer's expense.

5. Changes to Project. Without City's prior written consent, Developer will not materially change the scope or uses of the Project.

6. Restrictions on Transfer of Property. Prior to the completion of Phase 1, any transfer of ownership of the Property, or any portion thereof, shall be subject to the City's written consent, which the City may withhold in its absolute discretion; provided, however, that Developer may transfer ownership of the Property, or any portion thereof, at any time, to a limited liability company of which Keith Duquaine owns and maintains during the entire term of this Agreement

a percentage ownership interest of 33% or more (an “Authorized Successor Entity”). This restriction does not preclude the creation of a mortgage, encumbrance or voluntary lien upon the Property for the purpose of financing or refinancing the construction of a building or units consistent with the terms of this Agreement.

7. Restriction on Multiple-Family Dwelling Units Near Sawyer Dr (W. Oak St). The Developer shall not construct or locate any multiple-family dwelling units within 150 feet of the right-of-way of Sawyer Drive (W. Oak Street). The intent of this provision is to create a transition to, or buffer between, existing and planned single-family dwellings along and north of Sawyer Drive (W. Oak Street). This provision may be waived in writing by the City. For purposes of this Section 7 only, a multi-family dwelling unit shall be defined as a single building that consists of more than four separate residential units.

8. Cooperation. Developer will fully cooperate with the City in the performance of its obligations under this Agreement.

D. City’s General Obligations.

The City commits to the following:

1. Financial Incentive. The City shall provide a financial incentive in the total amount of \$750,000 as follows:

a. Infrastructure Funding. \$275,000 shall be available for infrastructure improvements including sanitary sewer mains and laterals; water mains and laterals; stormwater sewers, detention ponds and other stormwater management facilities; electrical lines and service; and streets/driveways/sidewalks. Payments for infrastructure funding shall be made on a quarterly basis after invoices are submitted to the City by Developer for qualifying work. Invoices submitted by Developer prior to the end of a calendar quarter shall be reimbursed to Developer within 15 days following the end of such calendar quarter. If so directed by Developer, City shall make checks payable directly to Developer who shall in turn pay the contractors, subcontractors, or material providers that performed the work or provided the materials for such infrastructure improvements being reimbursed.

b. Building Construction Funding. \$475,000 shall be available for building construction. Payments for building construction funding shall be made within 30 days of issuance of an occupancy permit for each completed building in Phase 1, but not prior to January 1, 2023. The individual payments shall be as follows:

- \$160,000 for the first building completed.
- \$160,000 for the second building completed.
- \$155,000 for the third building completed.

2. Utilities. Consistent with the annexation agreement, the City shall ensure that municipal water and sanitary sewer service is available to Property. Developer is responsible for

any extensions into the Property to serve Phase 1. Such extensions may be eligible for funding under Section 1(a) above.

3. Permits and Licenses. Upon annexation the City will honor all valid, non-expired permits and approvals previously granted, and will allow building inspections to proceed through and under the municipality in which Phase I and/or the Project, as the case may be, is located at the time of commencement of construction.. Upon annexation the City will work in good faith with respect to any remaining permits necessary for completion of the Project.

4. Cooperation. The City will reasonably cooperate with Developer in the performance of its obligations under this Agreement.

E. Insurance.

1. Coverage Types and Amounts. Developer shall deliver to the City certificates of insurance, copies of endorsements, and other evidence of insurance Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage as listed below:

a. Workers Compensation and Related Coverage. Workers compensation coverage as required for state and federal workers, but, in no event less than the following limits: Bodily Injury by Accident - \$100,000 per accident; Bodily Injury by Disease - \$100,000 per employee; and \$500,000 policy limit.

b. Comprehensive General Liability Insurance. Commercial general liability insurance written on a commercial general liability form, protecting Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages arising from operations under this Agreement, whether such operations are by Developer itself, any contractor, subcontractor, or anyone directly or indirectly employed by any of them. Such coverage shall include an endorsement for completed operations. The amounts of such insurance shall be subject to the following limits: General Aggregate Limit - \$2,000,000; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000; Bodily Injury and Property Damage - \$2,000,000 per occurrence; Fire Legal Liability Damage Limit - \$100,000 per occurrence; Medical Expense Limit - \$10,000 per person.

c. Comprehensive Automobile Liability and Property Damage. Comprehensive Automobile Liability and Property Damage coverage protecting Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non-owned motor vehicles. The amounts of such insurance shall be subject to the following limits: Bodily Injury - \$250,000 per person; \$1,000,000 per occurrence; and Property Damage - \$250,000 per occurrence.

d. Umbrella Coverage. Umbrella coverage protecting Developer, its general contractor and any subcontractor during the performance of work covered by this Agreement with limits of \$3,000,000 for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Sections 1(a) to 1(c) above.

e. Builder's Risk Insurance. Builder's Risk insurance for all portions of the Property upon which construction is occurring with coverage equal to the total amount of the construction contracts for any and all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

f. Fire and Casualty Insurance. Upon the construction of any improvements on the Property that are intended to remain in Developer's possession or is in Developer's possession prior to conveyance to third parties as contemplated by this Agreement, Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to and adequate to rebuild improvements to their original condition. In the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

2. General Requirements. All policies of insurance shall be written by insurance companies authorized to do business in the state of Wisconsin. Before commencement of construction, the Developer shall file with the City certificates of insurance and copies of the required policies and all endorsements thereto, setting forth that all required coverage is in full force and effect.

F. Representations and Warranties and Covenants of Developer.

Developer represents and warrants to the City and covenants with the City as follows:

1. Accuracy of Documents. All copies of documents, contracts and agreements Developer has furnished to the City are true and correct in all material respects.

2. Taxes. Developer has paid, and will pay when due, all federal, state and local taxes, and will promptly prepare and file returns for accrued taxes prior to any taxes becoming delinquent.

3. Payment of Contractors and Material Suppliers. Developer will timely and fully pay for all work performed and materials furnished for Phase 1.

4. Liens. Developer shall not cause or allow any lien to attach to the Property, except (i) those allowed in Section C.6 above, and in any case, in the aggregate not securing debt exceeding the maximum principal amount of \$2,500,000, and (ii) the lien of real estate taxes and assessments for taxes not yet due and payable. If any lien, including, without limitation, any construction lien, is filed against the Property, Developer will notify the City and cause such lien to be discharged through payment, as provided by statute or bonded over in an amount satisfactory to the City within 60 days of the filing of such lien, irrespective of the merits of the lien claim and

shall provide proof of such discharge or bonding to the City within in such 60 days.

5. Statements and Information True. No statement of fact by Developer contained in this Agreement and no statement of fact or other information furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.

6. Organization. Developer is a for-profit limited liability company, duly formed and validly existing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Developer is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

7. Authority. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Developer and constitute the valid and binding obligations of Developer enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally. The person who executes this document has been duly authorized by all necessary company action to execute and deliver this Agreement and to bind Developer to its terms

8. No Violations. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's organizational documents or any instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law, order, rule or regulation of any court or of any federal, state or municipal regulatory body or administrative agency or other governmental body having jurisdiction over Developer or any portion of the Property.

9. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or Phase 1 that would adversely affect Phase 1 or Developer or the enforceability of this Agreement, the ability of Developer to complete Phase 1 or the ability of Developer to perform its obligations under this Agreement.

10. No Default. No default, or event that, with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument entered into in connection with Phase 1 or otherwise. Developer shall promptly report any material default of Developer or any contractor in its obligations under any construction contract affecting Phase 1.

At all times during the term of this Agreement, the representations and warranties contained herein shall be true and Developer shall comply with all covenants contained herein.

G. Representations and Warranties and Covenants of City. The City hereby

warrants and represents to the Developer that:

1. Authority. Subject to the approval of City Common Council and the satisfaction of the condition precedent of Section B above, the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby are hereby duly authorized and approved by the City, and no other or further acts or proceedings of the City or its officials are necessary to authorize and approve the execution, delivery, and, subject to annual appropriation by the City Common Council, performance of this Agreement, and the matters contemplated hereby.

2. Enforceability. This Agreement, the exhibits, documents, and instruments associated herewith and made a part hereof, have, if applicable, been duly executed and delivered by the City and constitute the legal, valid, and binding agreement and obligation of the City, enforceable against the City in accordance with their respective terms, except as the enforceability thereof may be limited by applicable law.

H. Further Compliance with Laws.

1. Public Protection & Safety: The City and Developer shall each take all steps necessary to avoid damage, bodily injury or death arising out of the improvements whether from maintaining an "attractive nuisance" or otherwise.

2. Compliance with Environmental Laws. Developer shall ensure the Property shall remain free of Hazardous Materials, except to the extent Hazardous Materials are temporarily necessary to be on the Property for purposes of construction of the improvements, and then only as are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City with copies of all environmental reports pertaining to the Property no later than ten days after receiving the same. As used herein, the term "Hazardous Materials" means (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel and (E) asbestos containing materials.

3. Nondiscrimination. In the performance of improvements under this Agreement, the Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin or ancestry. The construction of the improvements shall comply with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds. Any additional costs that may be incurred by the Developer to comply with this provision shall be borne by Developer.

I. Indemnification.

1. General Indemnification. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement, Developer shall indemnify and save harmless the City, its council members, officers, employees, agents, attorneys and insurers, and the respective successors and assigns of all of them (each an "Indemnified Party") and shall defend the same, from and against any and all liabilities, claims, losses, damages, interest, actions, suits, judgments, costs, and expenses, including reasonable attorneys' fees, and the like to whomsoever owed and by whomsoever and whenever brought or obtained, which may in any manner, directly or indirectly, result from, relate to, or arise in the course of, any act or failure to act by Developer in connection with its development of Phase 1 (each, an "Indemnified Claim"), including without limitation:

- a. Any breach by Developer of the terms of this Agreement;
- b. any negligent acts of Developer, any professional and any contractor that provides services, labor or material for Phase 1;
- c. any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement;
- d. the design, development, or construction of Phase 1; or
- e. any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.

2. No Limitation on Indemnity. In any and all claims against one or more of the Indemnified Parties by any employee of the Developer, any contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer or any contractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

3. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to an Indemnified Claim following written notice thereof from an Indemnified Party, which notice shall be given by the Indemnified Party within 10 days of the Indemnified Party gaining actual knowledge of such Indemnified Claim. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations unless, and only to the extent to which, such failure has substantially prejudiced Developer. The Indemnified Claim shall be defended by legal counsel reasonably acceptable to the Indemnified Party. If the Indemnified Party originally approves of such defense counsel, but later disapproves, Developer shall retain counsel that is reasonably acceptable to the Indemnified Party. Notwithstanding the foregoing, in its sole discretion and at its expense, an Indemnified Party may participate in or defend or prosecute, through its own counsel(s), any Indemnified Claim for which it is entitled to indemnification by Developer; provided, however, that if the Indemnified Party is advised in writing by its legal counsel that there is a conflict between the positions of Developer and the Indemnified Party in conducting the defense of such Indemnified Claim or that there are legal defenses available to the Indemnified Party different from or in addition to those available to Developer, then at Developer's expense, counsel for the Indemnified Party, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the Indemnified Party. Developer shall not enter into any compromise or settlement without the prior written consent of the Indemnified Party and, if the Indemnified Party is not the City, the City, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the Indemnified Party shall be reasonable grounds for the Indemnified Party to refuse to provide written consent to a compromise or settlement. To the extent Indemnified Claims have been made against them, the Indemnified Parties shall reasonably cooperate in the defense or prosecution of any claim hereunder, including the retention of and access to records and, as to current employees and personnel only, making employees and other personnel available on a mutually convenient basis to provide such information as the Indemnified Party may have regarding the matter in issue and an explanation of any material provided or made available. No failure of an Indemnified Party to cooperate as set forth above shall affect Developer's obligation to defend any other Indemnified Party. If Developer does not assume the defense of such Indemnified Claim, Developer shall reimburse the Indemnified Party for the reasonable fees and expenses of counsel(s) retained by the Indemnified Party and shall be bound by the results obtained by the Indemnified Party; provided, however, that no such Indemnified Claim shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

J. Default.

1. Events of Default. The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder:

a. Failure to Pay. Developer or the City fails to pay any amounts due from it under this Agreement on or before the date when due and such failure shall continue for 10 days following notice thereof from the other party;

b. Other Failures under this Agreement. Developer fails to timely perform or observe any of its covenants or obligations (other than payment obligations) under this Agreement, or the City fails to timely perform its obligations under Sections D.2 through D.4, above, and such failure continues for 30 days following notice thereof from the other party (or such longer period of time as is necessary to cure the default as long as (i) the failing party has commenced the cure of the default within the 30-day period, (ii) the failing party is diligently pursuing the cure of the default, and (iii) the default is cured not later than 90 days following the notice thereof from the other party);

c. Insurance and Dangerous Conditions. Section 1(b) above notwithstanding, if the Default is a failure to keep required insurance in force or results or threatens to result in imminent harm to persons or property, as determined by the City in its sole discretion, the cure period will be two business days, during which time Developer shall cease all operations upon the Property except, in the case of imminent harm, those operations dedicated to curing such condition;

d. Untrue Representations and Warranties. Any representation or warranty made by Developer or City in this Agreement, or any document or financial statement delivered pursuant to this Agreement, was false in any material respect as of the time when made or given;

e. Abandonment and Delay. Active and visible construction work of any portion of Phase 1 is not occurring for more than 30 consecutive days or a total of 90 days during the construction of Phase 1 or if any portion of Phase 1 is damaged by fire or other casualty and is not repaired, rebuilt or replaced as required in this Agreement;

f. Insolvency. Developer: (i) becomes insolvent or does not pay, or is unable to pay, or admits in writing its inability to pay, its debts as they mature; or (ii) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or (iii) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it, and such petition, application or proceeding remains undismissed for a period of 90 days or Developer files an answer to such a petition or application, admitting the material allegations thereof; or (v) applies to a court for the appointment of a receiver or custodian for any of its assets or properties, or has a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver is not discharged within 90 days after appointment; or (vi) adopts a plan of complete liquidation of its assets;

g. Cessation of Existence. Developer is dissolved or ceases to exist;

h. Fraud and Other Illicit Behavior. Developer or any person having an ownership interest of greater than 25% of Developer is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of: (1) fraud; or (2) indecent or illicit behavior that in the determination of the City would threaten the reputation of Developer or Developer's ability to complete Phase 1 according to the requirements of this Agreement or as anticipated; or

i. Default Under Loan Documents. A default occurs on any indebtedness of or loan to Developer relating to Phase 1 or any agreement providing security for such indebtedness.

2. Remedies.

a. Available Remedies. Upon the occurrence of any Default, without further notice, demand or action of any kind by the non-defaulting party, the non-defaulting party may pursue any or all of the rights and remedies available to it at law and/or in equity and/or under this Agreement against the defaulting party, including without limitation,

(i) Termination. Terminate this Agreement by written notice to the defaulting party;

(ii) Offset and Recoupment. If Developer defaults, the City may offset or recoup against any amounts that may then or thereafter come due from City to the Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City resulting from Developer's breach;

(iii) Specific Performance. Sue for specific performance; and/or

(iv) Sue for Damages. Sue for all damages caused by the Default.

In addition, the non-defaulting party shall have the right to suspend performance of any of its obligations or covenants under this Agreement, including, without limitation, in the case of the City, the obligation to make payments to Developer.

b. Remedies Cumulative. All remedies are cumulative. i.e., no election by the non-defaulting party of one remedy available to it will preclude the non-defaulting party from exercising any or all other remedies listed above or at law or in equity.

c. No Waiver. No failure or delay on the part the City in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

d. City's Right to Cure Default. In case of failure by Developer to pay any fees, assessments, charges or taxes arising with respect to the Project or to comply with the terms and conditions of this Agreement, the City may pay such fees, assessments, charges or taxes or take such action as it deems, in its sole discretion, to be necessary to remedy the failure of Developer, and, in that event, the cost thereof shall be payable by Developer to the City upon demand.

e. Interest. Any amount of money owed by one party to the other that is not paid when and as due shall accrue interest from the date due until the date paid at the rate of 12% per annum.

f. Attorney Fees. In any legal proceeding to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to collect the costs and expenses, including, but not limited to attorneys' fees and costs, incurred, whether the same were incurred before, during or in the enforcement of judgment or award resulting from, such legal proceeding. In any such action, the parties shall request that the presiding official make a specific finding as to which of the parties is the prevailing party.

g. Limitation of Damages. Under no circumstances will the City or its elected officials, officers, employees, agents, attorneys, insurers of any of the successors and assigns thereof be liable to Developer or any member, officer, employee, agent, attorney, insurer, surety or any successor or assign of any of the same for any indirect, incidental, consequential, exemplary or punitive damages. The City reserves all rights to the immunity and damage limitations set forth in the Wisconsin Statutes, including in §893.80 thereof. Likewise, under no circumstances will the Developer or its officers, employees, agents, attorneys, insurers of any of the successors and assigns thereof be liable to the City or any elected official, officer, employee, agent, attorney, insurer, surety or any successor or assign of any of the same for any indirect, incidental, consequential, exemplary or punitive damages.

K. Miscellaneous.

1. Termination of Agreement. Unless otherwise specifically provided, this Agreement shall terminate upon the occurrence of the earlier of: (a) the parties signing an agreement to terminate; (b) full payment of the financial incentives listed in Section D.1.; and (c) termination under Section B if the condition precedent is not met. Notwithstanding the foregoing, the provisions of Sections C.7 shall survive indefinitely.

2. Assignment. Except as set forth in Section K.3 below, Developer may not assign this Agreement or any of its rights under it without prior written consent of the City, which the City may withhold in its absolute discretion. Notwithstanding the foregoing, the Developer may assign this Agreement and all of Developer's rights and obligations hereunder to an Authorized Successor Entity (as defined in Section C.6, above) if that part of the Property to be used for Phase 1 is transferred in its entirety to such Authorized Successor Entity. Any permitted assignment shall be bound by all of the provisions of this Agreement. Nothing shall prevent Developer from establishing an operating entity for the purpose of constructing improvements to or operating the facility, provided Developer first provides the City with evidence satisfactory to the City in its sole discretion, of the ability, including financial ability, of such entity to timely and fully perform all of Developer's obligations and covenants under this Agreement. Any such entity shall construct the improvements and operate the facility in accordance with all provisions of this Agreement.

3. Collateral Assignment. Developer may assign its rights and obligations under this Agreement to a lender or lenders, solely for purposes of providing collateral security for a loan issued to Developer for the purposes of the construction and development of Phase 1 or subsequent phase(s) of the Project. Any such assignment shall be contingent upon, or become effective only following, the occurrence of an event of default by the Developer under the terms of the loan. So long as Developer has notified the City of the identity and contact information for its lender, the City will use reasonable efforts to notify Developer's lender of any Event of Default by Developer

hereunder. Any such assignment shall be of the right to receive payments on the City Contribution only, and no such assignment shall relieve Developer of any of its obligations to the City hereunder.

4. 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.

5. 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.

6. Modifications. No modifications to this Agreement shall be made except in writing signed by the parties.

7. 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.

8. 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.

9. Survival. All agreements, representations, warranties, covenants, liabilities and obligations made or imposed in this Agreement or in any document delivered pursuant to this Agreement shall survive the execution and delivery of this Agreement. Any provision in this Agreement that has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but, unless expressly waived in writing, shall survive such transfer of possession and be in force and effect until performed.

10. 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, air bill 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: Duquaine Development, Inc
Attention: Keith Duquaine
4329 Nicolet Drive
Green Bay, WI 54311
Email: keith@duquainedevelopment.biz

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 Community Development Dept
421 Michigan Street
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
Email: jkalny@dkattorneys.com

11. 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.

12. 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.

13. 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.

14. Time of the Essence. Time is of the essence of each and every obligation or agreement contained in this Agreement.

15. Force Majeure. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means delays beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, the actions

of any other party in this Agreement, strikes, labor disputes, epidemic, pandemic, government restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency (each, a "Force Majeure Event"). The foregoing notwithstanding, extension of time under this Section K.15 shall not continue for a period of 90 days in the aggregate for all Force Majeure Events without the written consent of the other party, which consent shall not be unreasonably withheld.

16. Conveyance of Property. Under no circumstance shall the Property be conveyed to a non-profit organization or entity not required to pay real estate taxes.

17. 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.

18. No Construction Against Drafter. This Agreement is the product of negotiation between 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.

19. No Personal Interest of Public Employee. No official or employee of the City shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in Phase 1 or this Agreement. No official or employee of the City shall be personally liable to the Developer or any successor in interest, in the event of any default or breach by the City, or for any amount that becomes due to the Developer or Developer's successors under this Agreement.

20. Counterparts and Signatures. This Agreement may be signed in counterparts. Except as may be required for purposes of recording, photocopied, electronic and facsimile signatures shall have the same effect as original signatures.

[Signature pages follow]

WHEREFORE, the parties have signed this Development Agreement as of the date first written above.

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 the Mayor of the City of Sturgeon Bay, Wisconsin, to me known to be the mayor of that city and the person who executed the foregoing agreement on behalf of the City and by its authority.

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

STATE OF WISCONSIN)
)ss.
DOOR COUNTY)

Personally appeared before me this ____ day of _____, 2022, the above-named Stephanie L. Reinhardt, the Clerk of the City of Sturgeon Bay, Wisconsin, to me known to be the clerk of that city and the person who executed the foregoing agreement on behalf of the City and by its authority.

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

*Second signature page to Development Agreement
Duquaine Development, Inc – City of Sturgeon Bay*

DUQUAINE DEVELOPMENT, INC

By: _____
Keith Duquaine, President

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally appeared before me this ____ day of _____, 2022, the above-named Keith Duquaine, the President of Duquaine Development, Inc, a Wisconsin corporation, to me known to be the President of that corporation and the person who executed the foregoing agreement on behalf of that corporation by its authority.

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

This instrument was drafted by:
Attorney James M. Kalny
Davis & Kuelthau, s.c.
318 S. Washington Street, Suite 300
Green Bay, WI 54301

Sawyer Drive

ENTRANCE DRIVE TO FOLLOW
EXISTING CONTOURS

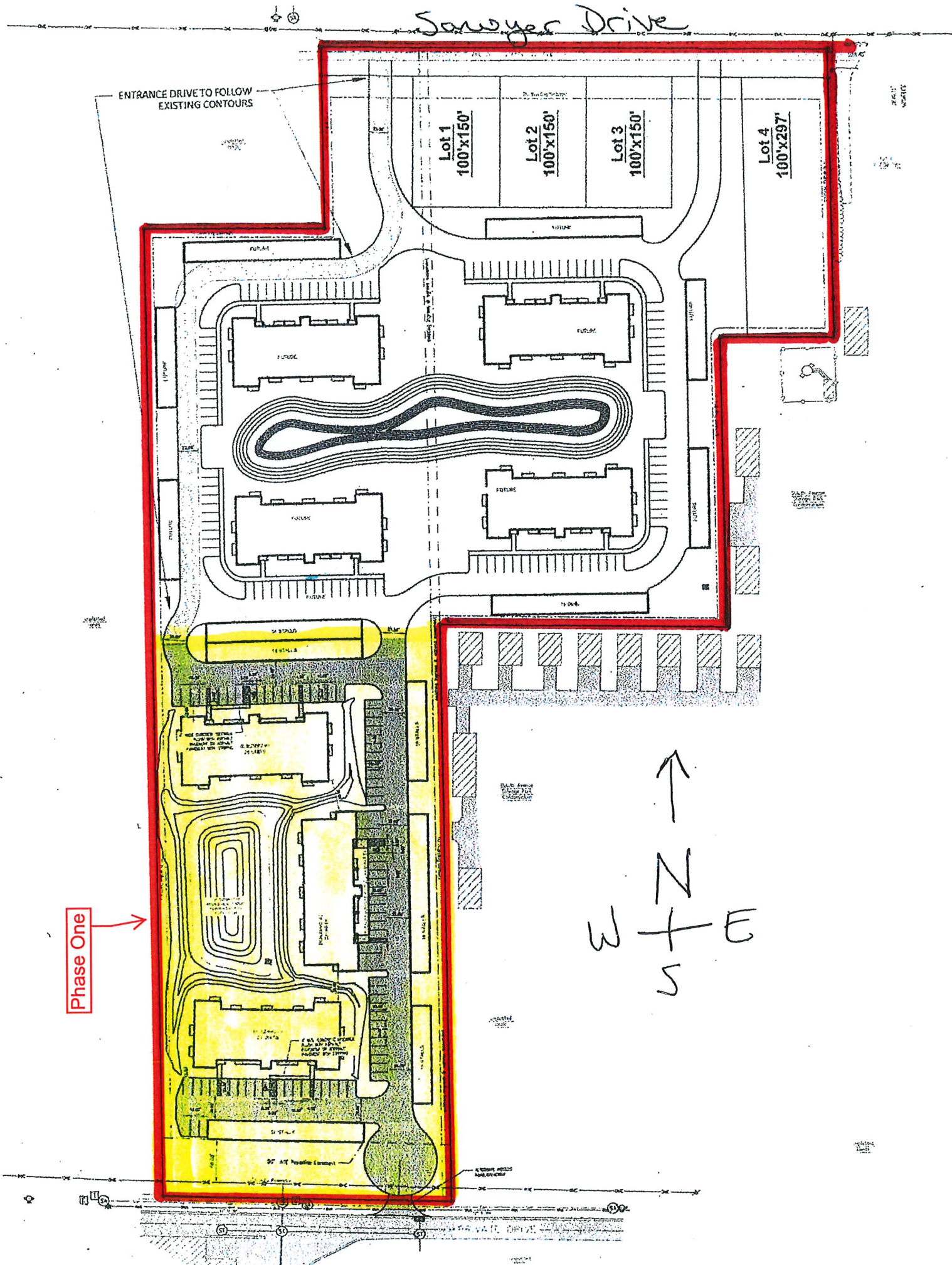
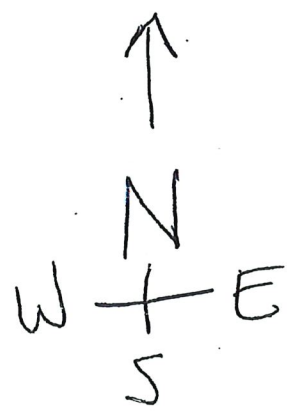
Lot 1
100'x150'

Lot 2
100'x150'

Lot 3
100'x150'

Lot 4
100'x297'

Phase One



RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the development agreement for Premier SB Duluth Avenue, LLC as presented.

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: June 14, 2022

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

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

STAFF REPORT

Title: Development Agreement for Premier SB Duluth Avenue, LLC

Background: Pre/3 Development proposed to construct 96 multiple-family dwellings immediately east of the Target store. The developer is now formally known as Premier SB Duluth Avenue, LLC.

The Common Council approved financial assistance for the proposed development in the form of a \$1.5 Million developer-financed TIF loan, whereby the tax increments paid on the new development are used to pay down the loan that the developer obtains. The tax incremental district (TID #7), which is necessary to implement the financial assistance, has now been approved. In addition, the Plan Commission has approved the conditional use permit for the project.

A development agreement that spells out the specifics of the financial assistance has been drafted and reviewed by the attorneys for both sides. This agreement includes the approved \$1.5 Million TIF assistance, but requires several obligations of the developer including minimum assessed value and milestones for the completion. The agreement also requires the developer to dedicate the northerly access driveway to the City as a public street, but only if requested by the City. It might be advantageous to the City some of that private access becomes a public street to allow property to the north to fully develop. The developer would not be assessed for any improvements to the potential public street, but the TID #7 Project Plan includes funding for that potential street.

Fiscal Impact: The \$1.5 Million in financial assistance is a developer-financed loan to be repaid by TID #7 increments. There is no outlay from the general fund. If the development does not fully occur and there is a shortfall in the tax increments generated from the development, the developer is responsible for the difference, not the City. Thus, the risk for the City is quite low. The development is expected to generate more tax increment than needed for the \$1.5 Million developer loan. That excess will be used for other projects identified in the TID #7 Project Plan such as park and street improvements in the area.

Recommendation: Approve the development agreement.

Prepared by: 
Martin Olejniczak, Community Development Director

6-9-2022
Date

Reviewed by: _____
Val Clarizio, Finance Director

Date

Reviewed by: 
Josh Van Lieshout, City Administrator

6/9/2022
Date

DEVELOPMENT AGREEMENT

This Development Agreement is made this ____ day of _____, 2022, between the CITY OF STURGEON BAY, WISCONSIN, a Wisconsin municipal corporation (the "City") and PREMIER SB DULUTH AVENUE, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

A. Developer is the owner of a 12.6-acre parcel located west of S. Duluth Avenue, more particularly described in Section a.1 below (the "Property").

B. Developer proposes to develop the Property into 96 apartment units (the "Project,") as defined in Section 2 below.

C. The City has determined it would be beneficial to the health, welfare and prosperity of its residents to provide financial assistance for the Project, in the form of payments or credits from Tax Increments generated by the increased value of the Property in accordance with this Agreement.

D. The City has commenced the process of creating a Tax Incremental Financing District (the "TID") encompassing the Property to, in part, provide for financing of the Project.

E. The City has determined the development and fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interests of the City and its residents and serve public purposes in accordance with State and local law, because the Project will provide needed housing, expand the City's tax base, and increase property tax revenues in Sturgeon Bay.

F. The City has determined that, but for the City's provision of financial assistance to Developer, the Project would not occur.

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

A. The Property and Project.

1. Legal Description of Project Site. The Property is legally described as follows:

Parcel 1

All of Lot One (1) and part of Lot Two (2), of Volume 4 Certified Survey Maps, Page 302, Map No. 812, recorded as Document No. 577103, being a part of the Southeast 1/4 of the Southeast 1/4 of Section Twelve (12), Township Twenty-seven (27) North, Range Twenty-five (25) East, in the City of Sturgeon Bay, Door County, Wisconsin, described as follows:

Commencing at the East Quarter (1/4) corner of said Section Twelve (12); Township Twenty-seven (27) North, Range Twenty-five (25) East; thence South, One Thousand Four

Hundred Sixty-seven and 17/100 (1467.17) feet along the east line of the Southeast Quarter (SE1/4) of said Section Twelve (12), said line also being the centerline of Duluth Avenue (C.T.H. "C"); thence South 89°56'21" West, One Hundred Ninety-nine and 88/100 (199.88) feet to the point of beginning of lands to be described; thence South Four Hundred Thirty-six and 59/100 (436.59) feet to the North line of a Thirty-three (33) foot easement as described in Volume 9, Page 480 of Quit Claim Deeds; thence North 88°07'50" West, Nine Hundred Sixty-three and 66/100 (963.66) feet along the North line of said easement, thence North 00°24'36" East, Five Hundred Eighty-eight and 26/100 (588.26) feet along the west line of the East Thirty-five (35) acres of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of said Section Twelve (12), Township Twenty-seven (27) North, Range Twenty-five (25) East; thence South 88°00'39" East, Eight Hundred Twenty-four and 20/100 (824.20) feet along the north line of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of said Section Twelve (12), Township Twenty-seven (27) North, Range Twenty-five (25) East; thence South 00°09'05" East, One Hundred Twenty-eight and 58/100 (128.58) feet; thence South 89°56'20" East, Eighty-four and 94/100 (84.94) feet; thence South 00°26'08" East, Twenty-five and 86/100 (25.86) feet thence North 89°56'21" East, Forty-nine and 76/100 (49.76) feet to the point of beginning; together with Ingress/Egress easement as contained in Quit Claim Deed dated 03/31/1917, recorded 04/04/1917, in Volume 9, Page 480, as Document No. 84105a.

For Informational Purposes Only:

Tax Parcel No. 2816612001605

Property Address: S. Duluth Avenue (Vacant Parcel), Sturgeon Bay, WI 54235

Parcel 2

Lot Two (2), Volume 4 Certified Survey Maps, Page 302, Map No. 812, recorded as Document No. 577103, being a part of the Southeast 1/4 of the Southeast 1/4 of Section Twelve (12), Township Twenty-seven (27) North, Range Twenty-five (25) East, in the Town of Nasewaupsee, Door County Wisconsin, EXCEPTING THEREFROM those lands described in Annexation Ordinance recorded in Volume 736, Page 728 as Document No. 607138.

For Informational Purposes Only:

Tax Parcel No. 0200112272544G2

Property Address: 3155 S. Duluth Avenue (Vacant Parcel), Sturgeon Bay, WI 54235

2. Project Described. A multiple-family residential development of eight 12-unit buildings located on the Property and consisting of 96 apartment units (each, a "Unit"). The Units will have attached garages. The site will also include exterior parking areas and other site amenities.

B. Conditions Precedent.

1. Conditions Precedent Before Commencement of Project. The Developer may commence the Project only after the Parties have first fulfilled the following conditions that each party shall attempt to timely complete in good faith:

a. The Developer shall have obtained approval by the City of a conditional use or a planned unit development for the Project.

b. The Developer shall obtain a certificate of appropriateness from the Aesthetic Design and Site Plan Review Board under the procedures and requirements of section 20.43 of the Sturgeon Bay Zoning Code.

c. The City shall have created a TID commencing January 1, 2022, encompassing the Property.

2. Failure of Condition Precedent. Upon failure of any condition, this Agreement shall be null and void without liability or obligation to either party.

C. Developer's General Obligations.

1. Building Permits/Approvals. Developer is responsible to obtain, directly or through its agents, a building permit from the City and other permits or approvals required to construct the Project. Nothing in this Agreement shall be deemed prior authorization of City to issue permits or grant approvals.

2. Compliance with Laws. Developer shall cause the Project to be constructed in accordance with all applicable federal, State of Wisconsin, County of Door, and City of Sturgeon Bay laws, ordinances and regulations.

3. Financing. Developer shall obtain financing from a lender(s) or investor(s) of its choice for the construction of the Project (the "Project Financing"). The Project Financing may consist of one or more loans from one or more lenders. Developer may, but is not obligated to, obtain a portion of the Project Financing in the form of a separate loan in the amount of the Tax Increment Financing (as that term is defined in Section G.1, below) that may be secured by Developer's right under this Agreement to receive Tax Increment Financing payments from the City, such a separate loan is referred to herein as the "TIF-Backed Loan." Developer's right to receive the Tax Increment Financing payments on the terms and conditions set forth in this Agreement is not dependent on Developer obtaining a TIF-Backed Loan. The right to receive Tax Increment Financial payments is contingent upon Developer obtaining Project financing and completing the Project under the terms of this agreement. Developer shall not be in default beyond any applicable cure period on any loan agreement or any agreement providing security for the Project Financing. Proof of financing and equity contributions sufficient for the completion of the Project shall be delivered to the City,

4. Site Improvements. Developer shall complete all site improvements on the Property, including utilities, grading, stormwater management facilities, parking, and site

amenities such as lighting and landscaping reasonably required for the Project. Such installations shall be consistent with the approved plans.

5. Construction Schedule/Completion. Construction of the improvements to the Property shall be commenced promptly after issuance of all required permits. At least two buildings (24 units) shall be substantially complete by December 31, 2023, at least five buildings (60 units) shall be substantially complete by December 31, 2024, and all eight buildings (96 units) shall be substantially complete by December 31, 2025. Each building shall be deemed substantially complete at such time as an occupancy permit is issued for that building. The City agrees that occupancy permits shall be granted for each building of the Project upon substantial completion.

6. Insurance. Developer shall obtain and maintain worker's compensation insurance in the amount required by law and automobile liability, builder's risk, and fire and casualty insurance coverage for the Project in amounts customarily provided in the industry considering the scope of the Project. Developer shall also obtain and maintain, general liability in the amount of 3,000,000.00. Certificate(s) of insurance shall be provided to the City prior to the commencement of construction of the project and thereafter upon request of the City.

7. General Construction Requirements. Developer shall abide by all of the following in the construction of the Project:

a. Compliance with Plans. Developer shall construct the Project in strict compliance with the Plans as approved by the City and any conditions imposed as part of the permitting and approval process of the State, the City or any other agency entitled to give approval.

b. Quality of Work. All work to be performed by Developer in and on the Property and the construction and maintenance of the Project shall be performed in a good and workmanlike manner and consistent with the prevailing industry standards for similar projects within the City. Developer shall perform all work in compliance with all applicable laws, regulations, ordinances, and permits, and Developer shall at its sole cost and expense obtain and maintain all necessary permits and licenses for such work.

c. Access/Inspections. Developer shall allow representatives of the City reasonable access to the Property upon reasonable notice at all reasonable times during normal working hours for the purposes of reviewing compliance with this Agreement, including, but not limited to inspecting all work being performed in connection with this Agreement. The City recognizes that the Property will be an active construction site. Developer shall have no liability to the City for any injuries to its employees, agents or representatives occurring during any inspection, except in the case of negligence by the Developer.

d. Reports, Information and Inspections. During the period of construction, Developer shall provide the City with information reasonably requested by the City concerning the progress of the Project and any issues having a material effect on the

Project. The City may also discuss the status of construction with Developer's general contractor and any subcontractor or material supplier for the Project.

e. Debris. Until the Project is finished, without the requirement of notice from the City, Developer shall keep the Project Site and adjoining streets clean and free of construction debris. If the City does give Developer notice of the need to clean up any debris identified by the City, Developer shall complete such clean up within 24 hours of the first business day following receipt of the City's notice. Any debris not so removed or cleaned up with the 24-hour period may be removed or cleaned by the City at Developer's expense.

8. Changes to Project. Without City's prior written consent, Developer will not materially change the scope, budget or uses of the Project.

9. Minimum Assessed Value Guaranteed. The Project shall generate a minimum assessed value as follows:

- a. At least \$3,300,000 as of January 1, 2024.
- b. At least \$6,600,000 as of January 1, 2025.
- c. At least \$8,800,000 as of January 1, 2026 and thereafter

Beginning with the 2024 tax year, for any property tax year during the life of the TID, if the Project has a lower assessed value lower than required above, Developer shall pay to the City on or before January 31 of each year in addition to real estate taxes due on the Property, the amount of property tax owed on the difference between the required minimum assessed value and the actual assessed value. The intent of this provision is that the City shall be paid by developer at least the guaranteed level of real estate taxes for each year of this agreement.

10. Restrictions on Transfer.

a. General Restrictions on Transfer. Any transfer of ownership of a Building or a Unit by Developer shall be subject to the City's written consent, which the City may withhold in its absolute discretion.

a. No Transfer to Tax Exempt Entity. Developer shall not sell or otherwise convey any portion of the Property to a non-profit or tax-exempt organization.

b. Exceptions to Transfer Restrictions. Restriction C.10(a) above does not preclude the creation of a mortgage, encumbrance or voluntary lien upon the Property for the purpose of financing or refinancing the construction of buildings consistent with the terms of this Agreement.

11. Dedication of Street Right-of-Way. If requested by the City, Developer will dedicate right-of-way to the City for a public street along some or all of the northern portion of the Property. The right-of-way will generally follow the existing private access driveway and the

dedication will not exceed 60 feet in width, unless a wider right-of-way is mutually agreed upon. If such dedication is requested, the dedicated area will be conveyed to the City in an "as is" condition. Developer will have no obligation to improve the dedicated area or to bring the area into compliance with City standards. Any improvement to the dedicated street right-of-way shall be at the City's sole cost and expense. The City shall not assess the Property or the Developer for the cost of any such improvements.

12. Cooperation. Developer will fully cooperate with the City in the performance of its obligations under this Agreement.

D. City's General Obligations.

The City commits to the following:

1. Financial Incentive. As an inducement to complete the Project, the City will provide Tax Increment Financing to Developer as described in Section G.

2. Permits and Licenses. The City will cooperate in good faith with respect to all permits necessary for completion of the Project.

3. Cooperation. The City will reasonably cooperate with Developer in the performance of its obligations under this Agreement.

E. Representations and Warranties and Covenants of Developer.

1. Covenants: Developer represents and warrants to and covenants with the City as follows:

a. Taxes. Developer has paid, and will pay, all federal, state and local taxes prior to such taxes becoming delinquent, and will promptly prepare and file returns for accrued taxes prior to any taxes becoming delinquent.

b. Payment of Contractors and Material Suppliers. Developer will comply with Developer's payment obligations for work performed and materials furnished for the Project

c. Statements and Information True. No statement of fact by Developer contained in this Agreement and no statement of fact or other information furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made. The parties acknowledge and agree that this Section E.1.c shall not apply or pertain to statements of fact made by third-parties or other information developed or provided by third-parties, even though Developer may have furnished such statements or information to the City, including, but not limited to, statements or information provided by Developer's lender, engineer, architect, contractors, or environmental engineers,

provided Developer was not aware of the inaccuracy or misleading information at the time the information is provided to the City.

d. No Default. No default, or event that, with the giving of notice or lapse of time or both would be a default, exists under this Agreement by Developer, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument entered into in connection with the Project. Developer shall promptly report any material default of Developer or any contractor in its obligations under any construction contract if such default would have a substantial adverse effect on the Project.

e. Compliance with Laws. Developer will conform and comply with, and will cause the Project to be in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City, all environmental laws, rules, regulations and ordinances pertaining to the Property.

f. Compliance with Standards and Plans. Developer will cause the Project to be constructed in a good and workmanlike manner and substantially in accordance with the Plans for the Project. Developer shall not materially alter the Site Plan or building plan for the Project previously approved by the City without the prior written consent of the City.

g. Changes to Project. Developer will not, without City's prior written consent, materially change the scope or budget of the Project or the uses of the Project.

h. Permits and Approvals. Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority in connection with Developer's development, construction, management and operation of the Project.

2. Developer Represents and Warrants to the City:

a. Accuracy of Documents. All copies of documents, contracts and agreements pertaining to the Project which Developer has furnished to the City are true and correct copies, in all material respects, of such documents, contracts and agreements.

b. Developer Status. Developer represents and warrants that (i) it is a for profit entity, duly formed and validly existing under the laws of the State of Wisconsin and has the power and has or will have (as set forth herein) all necessary licenses, permits and franchises to own its assets and properties and to carry on its business and (ii) it is duly qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

c. Authority. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Developer and constitute the valid and binding obligations of Developer enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

d. No Violations. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's organizational documents or any instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer or the Project.

e. No Litigation. No litigation or proceeding pending or threatened against or affecting Developer that would adversely affect the Project or Developer or the enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

3. The representations and warranties contained herein shall be true and correct at all times as required by this Agreement. Developer shall comply with all covenants contained herein at all times during the term of this Agreement.

F. Representations and Warranties and Covenants of City. The City hereby warrants and represents to the Developer that:

1. Authority. The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the City, and no other or further acts or proceedings of the City or its officials are necessary to authorize and approve the execution, delivery, and, subject to annual appropriation by the City Common Council, performance of this Agreement, and the matters contemplated hereby.

2. Binding Nature. This Agreement, the exhibits, documents, and instruments associated herewith and made a part hereof, have, if applicable, been duly executed and delivered by the City and constitute the legal, valid, and binding agreement and obligation of the City, enforceable against the City in accordance with their respective terms, except as the enforceability thereof may be limited by applicable law and as is otherwise subject to annual appropriation by the City Common Council.

3. No Litigation. There is no litigation or proceeding pending or threatened against or affecting the City or the Project that would adversely affect (i) the Project or Developer, (ii) the enforceability of this Agreement, (iii) the ability of Developer to complete the Project, or (iv) the ability of Developer or the City to perform its respective obligations under this Agreement.

G. Taxation and Tax Increment.

1. Tax Increments to Offset Developer Costs. Developer has requested and the City has agreed to make available to Developer an amount not to exceed \$1,500,000.00 to be paid by the City to Developer on the terms and conditions set forth in this Agreement (the "Tax Increment Financing") for the costs related to the development of the Project, including construction costs, engineering costs, architect fees, and legal fees (collectively, the "Developer's Project Costs").

2. Developer Obligation to Add Tax Base. The Tax Increment Financing paid to the Developer is based upon and limited by the tax increment added to the Property in the form of increased assessed property value. The assessed value of the Property as of the date of this Agreement is \$143,000.00 (the "Assessed Value Base"). The estimated assessed value of the Property upon completion of the Project is \$8,800,000.00. The assessed value of the Property, and therefore the Tax Increment payable to Developer toward the Tax Increment Financing under this Agreement (as defined in Section G.3, below), may fluctuate.

3. Portion of Tax Increment to be Paid to Developer. Commencing February 1, 2023 through the Termination Date (defined in Section G.6, below), 70% of Tax Increment, which is the real property tax generated and collected from the difference between the Assessed Value Base and the then current assessed value of the Property, shall be paid to Developer at such times and in accordance with the terms of this Agreement so long as Developer is not delinquent in payment of property taxes with respect to the Property.

4. Payment of Tax Increment. The Tax Increment collected upon the Property to be paid to Developer shall be tracked in a Special Loan Repayment Account. The Special Loan Repayment Account shall be used exclusively to pay Developer the Tax Increment Financing plus an amount equal to 5% of the unpaid portion of the Tax Increment Financing calculated on an annual basis (the "Deferred Portion of TIF"). Provided Developer is not in Default of any of its obligations under this Agreement, each year, within 21 days after deposit of real estate taxes by Door County into the City's account the City will pay to Developer the entire amount then held in the Special Loan Repayment Account. Developer will use such payments solely to reimburse itself for the Developer's Project Costs incurred subject to this Agreement.

5. Developer Responsible for Shortfall. The payment to Developer pursuant to Section G.4, above, shall never exceed 70% of the annual collected Tax Increment generated from the Property as paid into the Special Loan Repayment Account. Developer assumes full financial responsibility for any shortfall arising from the difference between the annual collected Tax Increment and the balance, if any, in the Special Loan Repayment Account to be paid to Developer and Developer's annual payments under the TIF-Backed Loan, if any, and any other component of the Project Financing.

6. Cessation of Payments. All payment obligations from the City to Developer shall cease and be considered satisfied in full upon the expiration of the TID or at such time as the City has paid the Tax Increment Financing and the Deferred Portion of TIF, whichever first occurs (the "Termination Date"). Any excess funds remaining in the Special Loan Repayment Account after the payoff of the Tax Increment Financing and the Deferred Portion of TIF shall be retained by the City. If Developer refinances or pre-pays a TIF-Backed Loan (or any other component of the Project Financing), then the City's obligation to make payments of the Tax Increment Financing

to Developer, as and to the extent provided in this Section G, shall continue until the Termination Date.

7. TID to Remain Open. The City shall take no action to dissolve the TID prior to its statutory expiration unless the accumulation of funds paid through or contained in the Special Loan Repayment Account are sufficient to cover the payment in full of Tax Increment Financing and the Deferred Portion of TIF.

8. Tax-Exempt Covenant. Developer shall not sell, lease, assign or otherwise convey any real property interest in the Project or the Property to a person or entity exempt from general property taxation or in a manner that would cause all or any portion of the Project or the Property to be exempt from general property taxation unless the person or entity acquiring such real property interest enters into an agreement with the City obligating such person or entity to make a payment in lieu of taxes each year to the City in the amount of the property tax last levied on the property to be conveyed as of the date of conveyance by the Developer to such person or entity (the "Tax-Exempt Covenant"). The Tax-Exempt Covenant shall run with the land and will bind all current and subsequent owners in title to the Property. If a court finds the Tax-Exempt Covenant is not valid or enforceable or if for any reason the Tax-Exempt Covenant is terminated, then, for the period of time the Tax-Exempt Covenant would have been in force that all or any portion of the Project or the Property is exempt from general property taxation, Developer shall make a payment in lieu of taxes to the City as required from time to time by the City. The terms of the Tax-Exempt Covenant shall survive the completion of the Project and the termination of this Agreement.

H. Indemnification.

1. Indemnification Obligations.

a. Of Developer. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement, or any documents incorporated herein by reference, Developer (the "Indemnifying Party"), shall indemnify, hold harmless and defend the City, its council members, officers, employees, contractors, agents, insurers and attorneys (each an "Indemnified Party," and, together, the "Indemnified Parties") from and against any and all third-party liabilities, claims, losses, damages, interest, actions, suits, judgments, costs, expenses, attorneys' fees, and the like ("Third Party Claims"), but excluding any Third Party Claims that relate to the City's acts or omissions related to the creation of the TIF District, the approval and subsequent payment of the Tax Increment Financing and the Deferred Portion of TIF, or a breach by the City of the City's representations, warranties, and covenants set forth in this Agreement, to whomsoever owed and by whomsoever and whenever brought or obtained, to the extent such Third Party Claims relate to, or arise in the course of, any act or failure to act by Developer in connection with its development of the Project or otherwise related to Developer's obligations under this Agreement.

b. Of City. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement, or any documents incorporated herein by reference, the City (the "Indemnifying Party"), shall indemnify, hold harmless and defend Developer, its members, officers, employees, contractors, agents, insurers and attorneys (each an

“Indemnified Party,” and, together, the “Indemnified Parties”) from and against Third Party Claims related to the creation of the TIF District, the approval and subsequent payment of the Tax Increment Financing and the Deferred Portion of TIF, or a breach by the City of the City's representations, warranties, and covenants set forth in this Agreement to whomsoever owed and by whomsoever and whenever brought or obtained, to the extent such Third Party Claims relate to, or arise in the course of, any act or failure to act by the City in connection with those matter provided in this sentence. The City's duty to defend shall be limited to the forgoing. All other Third Party Claims including but not limited to those that relate to Developer's development, construction, and operation of the Project, Developer's obligations under the Project Financing, or a breach by Developer of Developer's representations, warranties, and covenants set forth in this Agreement, or otherwise related to the Developer's obligations under this Agreement.

2. Indemnification Procedures. In the case of Third Party Claims with respect to which indemnification is sought, the Indemnified Party shall give prompt notice to the Indemnifying Party of any such Third Party Claim made upon it. If the Indemnified Party fails to give such notice, such failure shall not preclude the Indemnified Party from obtaining such indemnification but its right to indemnification may be reduced to the extent such delay prejudiced the defense of the Third Party Claim or increased the amount of liability or cost of defense.

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

4. Pursuit of Defense/Cooperation/Legal Fees. Upon the assumption of control of any Third Party Claim by the Indemnifying Party as set out in Section H.3, above, the Indemnifying Party shall diligently proceed with the defense, compromise or settlement of the Third Party Claim at its sole expense, including if necessary, employment of counsel reasonably satisfactory to the Indemnified Party and, in connection therewith, the Indemnified Party shall cooperate fully, but at the expense of the Indemnifying Party with respect to any out-of-pocket expenses incurred, to make available to the Indemnifying Party all pertinent information and witnesses under the Indemnified Party's control, make such assignments and take such other steps as in the opinion of counsel for the Indemnifying Party are reasonably necessary to enable the Indemnifying Party to conduct such defense. The Indemnifying Party's obligation to indemnify and defend under this Section H shall terminate with respect to any Third Party Claim if the Indemnified Party fails to cooperate as set forth in the preceding sentence. The Indemnified Party shall also have the right

to participate in the negotiation, settlement or defense of any Third Party Claim at its own expense. The Indemnified Party shall not settle any Third Party Claim without the prior written consent of the Indemnifying Party, such consent not to be unreasonably withheld.

5. Failure of Indemnifying Party to Assume Defense. If the Indemnifying Party does not assume control of a Third Party Claim as permitted in Section H.3, above, the Indemnified Party shall be entitled to make such settlement of the Third Party Claim as in its sole discretion may appear advisable, and such settlement or any other final determination of the Third Party Claim shall be binding upon the Indemnifying Party.

I. Default.

1. Events of Default. The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder:

a. Failures under this Agreement. Developer or the City (the "Defaulting Party") fails to timely perform or observe any of its covenants or obligations (other than as set forth in Section I.1.c, below) under this Agreement, and such failure continues for 30 days following notice thereof from the non-Defaulting Party to the Defaulting Party (or such longer period of time as is necessary to cure such failure as long as (i) the Defaulting Party has commenced the cure of such failure within the 30-day period, (ii) the Defaulting Party is diligently pursuing the cure of such failure, and (iii) the failure is cured not later than 90 days following the notice thereof from the non-Defaulting Party);

b. Insurance and Dangerous Conditions. Section I.1.a, above, notwithstanding, if Developer fails to keep required insurance in force or if Developer's failure to perform or observe any of its covenants or obligations results, or threatens to result, in imminent harm to persons or property, the cure period will be two business days following notice thereof from City to Developer, or such longer period of time as is necessary to cure such condition as long as (i) Developer has commenced the cure of such condition within such 2-business day period, (ii) Developer is diligently pursuing the cure of such condition, and (iii) the condition is cured not later than 30 days following the notice thereof from the City, except where Developer is prevented from curing such condition due to matters beyond Developer's reasonable control. During such cure period Developer shall cease all operations upon the Property except those operations dedicated to curing such condition and those necessary to protect and or preserve the Property or Project; or

c. Insolvency. Developer: (i) becomes insolvent or does not pay, or is unable to pay, or admits in writing its inability to pay, its debts as they mature; or (ii) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or (iii) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it, and such petition, application or proceeding remains undismissed for a period of 90 days or Developer files an answer to such a petition or

application, admitting the material allegations thereof; or (v) applies to a court for the appointment of a receiver or custodian for any of its assets or properties, or has a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver is not discharged within 90 days after its/his appointment; or (vi) adopts a plan of complete liquidation of its assets; or

d. Cessation of Existence. Developer is dissolved.

e. Default Under Loan Documents. A default occurs on any indebtedness of or loan to Developer or any agreement providing security for such indebtedness.

2. Remedies.

a. Available Remedies. Upon the occurrence of any Default, without further notice, demand or action of any kind by the non-Defaulting Party, the non-Defaulting Party may pursue any or all of the rights and remedies available to the non-Defaulting Party at law and/or in equity and/or under this Agreement against the Defaulting Party, including without limitation, the right to damages caused by any such Default and the right to specific performance against the Defaulting Party. In addition, the Defaulting Party shall have the right to suspend performance of any of its obligations or covenants under this Agreement, including, without limitation, the City's obligation to make payments to Developer if Developer is the Defaulting Party.

b. Remedies Cumulative. No remedy herein conferred upon the parties is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity.

c. No Waiver. No failure or delay on the part the non-Defaulting Party in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

d. City's Right to Cure Default. In case of failure by Developer to pay any fees, assessments, charges or taxes arising with respect to the Project or to comply with the terms and conditions of this Agreement, the City may pay such fees, assessments, charges or taxes or take such action as it deems, in its sole discretion, to be necessary to remedy the failure of Developer, and, in that event, the cost thereof shall be payable by Developer to the City upon demand.

e. Interest. Any amount of money owed by one party to the other that is not paid when and as due shall accrue interest from the date due until the date paid at the rate of 12% per annum.

f. Attorney Fees. In any legal proceeding to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to collect the costs and expenses,

including, but not limited to attorneys' fees and costs, incurred, whether the same were incurred before, during or in the enforcement of judgment or award resulting from, such legal proceeding. In any such action, the parties shall request that the presiding official make a specific finding as to which of the parties is the prevailing party.

J. Miscellaneous.

1. Termination of Agreement. This Agreement shall terminate upon the occurrence of the earlier of: (a) the parties signing an agreement of termination; (b) full payment of the Tax Increment Financing and the Deferred Portion of TIF; (c) termination of the TID; and (d) termination under Section B.2.

2. Nondiscrimination. In the performance of improvements under this Agreement, the Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin or ancestry. The construction of the improvements shall comply with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds. Any additional costs that may be incurred by the Developer to comply with this provision shall be borne by Developer.

3. Assignment. Except as set forth in Section J.4, below, Developer may not assign this Agreement or any of its rights under it without prior written consent of the City, which consent shall not be unreasonably withheld. Any permitted assignment shall be bound by all of the provisions of this Agreement. Nothing shall prevent Developer from establishing an operating entity for the purpose of constructing improvements to or operating the facility, provided Developer first provides the City with evidence satisfactory to the City in its reasonable discretion, of the ability, including financial ability, of such entity to timely and fully perform all of Developer's obligations and covenants under this Agreement. Any such entity shall construct the improvements and operate the facility in accordance with all provisions of this Agreement. Nothing in this Agreement shall be construed as prohibiting or restricting Developer from leasing all or a portion of the Property to one or more third parties after substantial completion of the Project provided Developer remains obligated under this Agreement and any such tenants are obligated to operate in accordance with the provisions of this Agreement.

4. Collateral Assignment. Developer may assign its rights and obligations under this Agreement to a lender or lenders, solely for purposes of providing collateral security for a loan issued to Developer for the purposes of the construction, development, or operation of the Project. Any such assignment shall be contingent upon, or become effective only following, an event of default Developer under the terms of the loan. So long as Developer has notified the City of the identity and contact information for its lender, the City will use reasonable efforts to notify Developer's lender of any Default by Developer hereunder. Any such assignment shall include the right to receive payments from the City of the Tax Increment Financing and the Deferred Portion of TIF only, and no such assignment shall relieve Developer of any of its obligations to the City hereunder.

5. 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.

6. 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.

7. Modifications. No modifications to this Agreement shall be made except in writing signed by the parties.

8. 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.

9. 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.

10. 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.

11. 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, air bill 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: Premier SB Duluth Avenue, LLC
Attn: Calvin M. Akin
3120 Gateway Road
Brookfield, WI 53045

Email: cal@pre-3.com

With a copy to: Joe A. Goldberger
North Shore Legal
13460 N. Silver Fox Drive
Mequon, WI 53097
Email: jagoldberger@nslalaw.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 Community Development Dept
421 Michigan Street
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
Email: jkalny@dkattorneys.com

12. 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.

13. 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.

14. 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.

15. Time of the Essence. Time is of the essence of each and every obligation or agreement contained in this Agreement.

16. 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.

17. 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.

18. No Construction Against Drafter. This Agreement is the product of negotiation between 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.

19. No Personal Interest of Public Employee. No official or employee of the City shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the Project or this Agreement. No official or employee of the City shall be personally liable to the Developer or any successor in interest, in the event of any default or breach by the City, or for any amount that becomes due to the Developer or Developer's successors under this Agreement.

20. Counterparts and Signatures. This Agreement may be signed in counterparts. Except as may be required for purposes of recording, photocopied, electronic and facsimile signatures shall have the same effect as original signatures.

[Signature pages follow]

WHEREFORE, the parties have signed this Development Agreement as of the date first written above.

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 the Mayor of the City of Sturgeon Bay, Wisconsin, to me known to be the mayor of that city and the person who executed the foregoing agreement on behalf of the City and by its authority.

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

STATE OF WISCONSIN)
)ss.
DOOR COUNTY)

Personally appeared before me this ____ day of _____, 2022, the above-named Stephanie L. Reinhardt, the Clerk of the City of Sturgeon Bay, Wisconsin, to me known to be the clerk of that city and the person who executed the foregoing agreement on behalf of the City and by its authority.

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

Second signature page to Development Agreement

**PREMIER SB DULUTH AVENUE, LLC, a
Wisconsin limited liability company**

By: _____
Calvin M. Akin, Sole Member

STATE OF WISCONSIN)
)ss.
WAUKESHA COUNTY)

Personally appeared before me this ____ day of _____, 2022, the above-named Calvin M. Akin, the Sole Member of PREMIER SB DULUTH AVENUE, LLC, a Wisconsin limited liability company, to me known to be the Sole Member of that limited liability company and the person who executed the foregoing agreement on behalf of that limited liability company by its authority.

Name: _____
Notary Public, State of Wisconsin
My Commission is permanent.

This instrument was drafted by:
Attorney James M. Kalny
Davis & Kuelthau, s.c.
318 S. Washington Street, Suite 300
Green Bay, WI 54301

