



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, JULY 19, 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. Presentation re: Granary Update.
7. Consideration of the following bills: General Fund – \$269,747.14, Capital Fund - \$795,433.23, Cable TV - \$610.80, TID #6 - \$390.00, TID #7 - \$1,690.00, TID #4 - \$78.00, Solid Waste Enterprise Fund - \$6,068.49, and Compost Site Enterprise Fund - \$546.72 for a grand total of \$1,074,564.38. [roll call]
8. **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 7/5/22 regular Common Council minutes.

*b. Place the following minutes on file:

- (1) Community Protection & Services Committee – 6/1/22
- (2) Aesthetic Design & Site Plan Review Board – 6/27/22
- (3) Finance/Purchasing & Building Committee – 6/28/22
- (4) Personnel Committee – 6/29/22

*c. Place the following reports on file:

- (1) Police Department Report – June 2022

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

*e. Consideration of: Temporary Class B Beer & Class B Wine license.

*f. Consideration of: Sidewalk Café Permit Application for Door County Candy LLC.

*g. Consideration of: Sidewalk Café Permit Application for Sonny's Pizzeria.

*h. Consideration of: Approval of Street Closure Application for Destination Sturgeon Bay – Sidewalk Sale.

- *i. Finance/Purchasing & Building Committee recommendation re: Approve the artist stipend in the amount of \$750 each for a total of two per year.
 - *j. Finance/Purchasing & Building Committee recommendation re: Approve a \$750 stipend payment to Steven Haas for "Crosswind Approach" from the 2023 budget.
 - *k. Finance/Purchasing & Building Committee recommendation re: Approve agreement with Heartland Business Systems for technology services, transition and strategy planning and implementation.
9. Mayoral Appointments.
10. Consideration of: Amendment to Development Agreement – S.C. Swiderski (Sunset School Redevelopment.)
11. City Administrator report.
12. Mayor's report.
13. Convene in closed session in accordance with the following exemption:
- Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Wis. Stats. 19.85(1)(e)
- Consideration of: Right of way acquisition of real estate connecting Grant Avenue and Sawyer Drive.
- Move to reconvene in open session to take formal action upon preceding subject of closed session, if appropriate; or to conduct discussion or give further consideration where the subject is not appropriate for closed session consideration. The Council may adjourn in closed session.
14. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 7.15.22

Time: 12:00pm

By: UM

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

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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 07/19/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL FUND				
LIABILITIES				
04696	DOOR COUNTY TREASURER	ST OF WI DNR MFL 53	01-000-000-24310	2.12
TOTAL LIABILITIES				2.12
BALLFIELD LIGHTING				
WPPI ENG	WPPI ENERGY	07/22 ATHLETIC LIGHT PROJECT	01-000-981-70000	1,365.39
TOTAL BALLFIELD LIGHTING				1,365.39
TOTAL GENERAL FUND				1,367.51
LAW/LEGAL				
03950	DAVIS KUELTHAU	05/22 GENERAL LEGAL MATTERS	01-110-000-55010	1,717.00
03950		05/22 RUENGER PROP	01-110-000-55010	3,690.90
03950		05/22 NUISANCE -656 OXFORD AVE	01-110-000-55010	52.00
03950		05/22 DEV AGREE/PUR OPTION	01-110-000-55010	234.00
03950		05/22 DUQUAINE ANNEXATION	01-110-000-55010	1,326.00
16555	PINKERT LAW FIRM, LLP	05/22 NUISANCE PROP-R WILBER	01-110-000-55010	337.50
TOTAL				7,357.40
TOTAL LAW/LEGAL				7,357.40
CITY CLERK-TREASURER				
13901	MTAW	FALL CONFERENCE REG/CLARIZIO	01-115-000-55600	135.00
USBANK	US BANK	SHRM SEMINAR REG/REINHARDT	01-115-000-55600	25.00
USBANK		LWMMI ANNL CONF/REINHARDT	01-115-000-55600	90.00
TOTAL				250.00
TOTAL CITY CLERK-TREASURER				250.00
ADMINISTRATION				
USBANK	US BANK	RIBBON CUTTING SUPPLIES	01-120-000-55600	60.91
USBANK		RIBBON CUTTING SUPPLIES	01-120-000-55600	57.59
USBANK		ARTIST PLAQUE-WOOLY STATUE	01-120-000-54999	383.00
USBANK		COFFEE TOPPING-	01-120-000-54999	27.99
USBANK		REFRESHMENTS/SUPPLIES PROMNADE	01-120-000-56650	33.90
USBANK		8 LAMINATION	01-120-000-56650	12.66
USBANK		REFRESHMENTS/PROMENADE	01-120-000-56650	30.20
USBANK		COFF/CAKE-PROMENADE	01-120-000-56650	108.18
USBANK		NOTECARDS/SNACKS-WOOLY	01-120-000-56650	75.54
USBANK		PAPER BOWLS	01-120-000-51950	24.41
USBANK		CREDIT PAPER BOWLS	01-120-000-51950	-24.41
USBANK		PAPER PLATES	01-120-000-51950	17.94
USBANK		NAPKINS/TABLE COVERS	01-120-000-56650	9.23
USBANK		DESSERT PLATES/BREAKFAST BARS	01-120-000-51950	46.20
USBANK		PAPER BOWLS	01-120-000-51950	32.97
TOTAL				896.31

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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/19/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
TOTAL ADMINISTRATION				896.31
COMPUTER				
USBANK	US BANK	ZOOM	01-125-000-55550	63.99
TOTAL				63.99
TOTAL COMPUTER				63.99
BUILDING/ZONING CODE ENFORCEMENT				
DCI	DOOR COUNTY INSPECTIONS, LLC	06/22 PERMITS	01-140-000-55010	13,030.81
TOTAL				13,030.81
TOTAL BUILDING/ZONING CODE ENFORCEMENT				13,030.81
MUNICIPAL SERVICES ADMIN.				
03133	CELLCOM WISCONSIN RSA 10	06/22 CHAD CELL SVC	01-145-000-58250	153.08
TOTAL				153.08
TOTAL MUNICIPAL SERVICES ADMIN.				153.08
PUBLIC WORKS ADMINISTRATION				
03133	CELLCOM WISCONSIN RSA 10	06/22 MIKE B CREDIT CELL	01-150-000-58250	-39.89
03133		06/22 STEVE CREDIT CELL	01-150-000-58250	-24.79
04696	DOOR COUNTY TREASURER	TRAINING	01-150-000-55600	629.49
USBANK	US BANK	AQUARIUS SYSTEMS SEMINAR	01-150-000-55600	55.00
TOTAL				619.81
TOTAL PUBLIC WORKS ADMINISTRATION				619.81
CITY HALL				
19880	STURGEON BAY UTILITIES	421 MICHIGAN STREET	01-160-000-56150	4,656.12
19880		421 MICHIGAN STREET	01-160-000-58650	322.10
BLISS	LIFESTYLES BY BLISS, INC	07/22-9/22 PUBLIC RESTROOMS	01-160-000-58999	2,250.00
CULLIGAN	CULLIGAN OF STURGEON BAY	SOFTNER SALT	01-160-000-54999	43.89
MASTERCA	MASTERCARE CLEANING SERVICES &	STRIPPING & WAXING FLOORS	01-160-000-58999	2,490.00
TOTAL				9,762.11
TOTAL CITY HALL				9,762.11

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
INSURANCE				
MCCLONE	MCCLONE AGENCY, INC	08/22 WORK COMP	01-165-000-58750	11,063.00
MCCLONE		08/22 GEN LIAB	01-165-000-56400	2,661.00
MCCLONE		08/22 POLICE LIAB	01-165-000-57150	1,424.00
MCCLONE		08/22 PUBLIC OFFICIAL LIAB	01-165-000-57400	2,263.00
MCCLONE		08/22 CYBER LIAB	01-165-000-55450	322.00
MCCLONE		08/22 AUTO LIABILITY	01-165-000-55200	1,564.00
MCCLONE		08/22 AUTO PHYSICAL DAMAGE	01-165-000-55200	2,404.00
TOTAL				21,701.00
TOTAL INSURANCE				21,701.00
GENERAL EXPENDITURES				
PULSE	PENINSULA PULSE	06/22 PUBLICATIONS	01-199-000-57450	330.83
ROLFFS	ALESSANDRA ROLFFS	14HRS WORK NERR PROSPECTUS	01-199-000-57000	490.00
ROLFFS		NERR PROSPECTUS 11 HRS @ 35	01-199-000-57000	385.00
TOTAL				1,205.83
TOTAL GENERAL EXPENDITURES				1,205.83
POLICE DEPARTMENT				
USBANK	US BANK	MEAL EXPENSE/HENRY	01-200-000-55600	12.75
USBANK		2022 FBI ACADEMY RETRAINER	01-200-000-55600	114.40
USBANK		MISC FORENSIC LAB SUPPLIES	01-200-000-55500	104.40
USBANK		MISC FORENSIC LAB SUPPLIES	01-200-000-55500	61.62
USBANK		MISC FORENSIC LAB SUPPLIES	01-200-000-55500	61.62
USBANK		LODGING/BRINKMAN	01-200-000-55600	180.00
TOTAL				534.79
TOTAL POLICE DEPARTMENT				534.79
PATROL BOAT				
PATROL BOAT				
02206	BAY MARINE	PATROL BOAT FUEL	01-205-000-51650	209.21
TOTAL PATROL BOAT				209.21
TOTAL PATROL BOAT				209.21
POLICE DEPARTMENT/PATROL				
04652	DOOR COUNTY SHERIFFS DEPT	REIMBUSE LODGING /SRO CONF	01-215-000-55600	180.00
06650	GALLS, AN ARAMARK COMPANY	UNIFORM BOOTS/JOSE	01-215-000-52900	119.99
19580	STREICHERS PROF POLICE EQUIP	AMMUNITION	01-215-000-51050	2,368.66
19880	STURGEON BAY UTILITIES	SUNSET PRK BT LAUNCH	01-215-000-56150	17.52
19880		110 S NEENAH AVE CAMERA	01-215-000-56150	15.26
19880		SHORECREST RD CAMERA	01-215-000-56150	14.33
19880		FIRE TRAINING SITE	01-215-000-56150	13.39

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
USBANK	US BANK	OUT OF TOWN FUEL	01-215-000-51650	35.00
USBANK		OUT OF TOWN FUEL	01-215-000-51650	98.40
USBANK		TRAINING LODGING/GORR	01-215-000-55600	186.00
USBANK		TRAINING LODGING/DADAM	01-215-000-55600	186.00
USBANK		TRAINING LODGING/JOSE	01-215-000-55600	186.00
USBANK		TRAINING LODGING/LOVAS	01-215-000-55600	188.00
USBANK		TRAINING LODGING CHARGES	01-215-000-55600	2.00
USBANK		TRAINING LODGING CHARGES	01-215-000-55600	6.00
USBANK		TRAINING LODGING CHARGES	01-215-000-55600	2.00
USBANK		DOMAIN WEB HOSTING	01-215-000-58999	17.99
USBANK		LENS COVERS	01-215-000-51050	45.38
USBANK		TACTICAL GUN LIGHT	01-215-000-51050	191.00
USBANK		RIFLE CASE	01-215-000-51050	58.18
USBANK		18 MAGNET MOUNTS/BODY CAMS	01-215-000-52900	563.40
USBANK		FUEL	01-215-000-51650	56.55
TOTAL				4,551.05
TOTAL POLICE DEPARTMENT/PATROL				4,551.05
POLICE DEPT. / INVESTIGATIONS				
ACCURINT	LEXISNEXIS RISK SOLUTIONS	06/22 CONTRACT FEES	01-225-000-57950	110.78
TOTAL				110.78
TOTAL POLICE DEPT. / INVESTIGATIONS				110.78
FIRE DEPARTMENT				
FIRE DEPARTMENT				
02960	C & W AUTO	UT 726 TOWED TO GARAGE	01-250-000-53000	85.00
16570	PIONEER FIRE COMPANY	UNIFORMS	01-250-000-52900	382.00
19880	STURGEON BAY UTILITIES	92 E MAPLE STREET	01-250-000-56675	6.22
19880		421 MICHIGAN STREET	01-250-000-56675	133.25
19880		TRUCK FILL	01-250-000-56675	157.08
19880		MEM FLD WARMING HOUSE	01-250-000-56675	49.73
19880		835 N 14TH AVE	01-250-000-56675	49.73
19880		GARLAND PARK	01-250-000-56675	6.22
19880		SUNSET CONSN CNTR	01-250-000-56675	49.73
19880		FRANK GRASSE MEM SHELTER	01-250-000-56675	15.54
19880		OTUMBA PARK	01-250-000-56675	6.22
19880		WEST SIDE WARMING HOUSE	01-250-000-56675	6.22
19880		WEST SIDE FIRE STATION	01-250-000-56675	49.73
19880		WEST SIDE FIRE STATION	01-250-000-56150	158.76
19880		WEST SIDE FIRE STATION	01-250-000-58650	83.04
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		WEST SIDE BALLFLD LTS	01-250-000-56675	31.08
19880		GIRLS LITTLE LEAGUE	01-250-000-56675	49.73
19880		FIRE TRAINING SITE	01-250-000-56675	6.22
19880		QUINCY ST BALLFLD	01-250-000-56675	49.73
19880		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

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INVOICES DUE ON/BEFORE 07/19/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
FIRE DEPARTMENT				
FIRE DEPARTMENT				
19880		KENTUCKY ST CITY PKG RAMP	01-250-000-56675	6.22
19880		48 KENTUCKY ST CITY MARINA	01-250-000-56675	49.73
19880		SIGN SHED	01-250-000-56675	6.22
19880		CHERRY BLOSSOM PRK	01-250-000-56675	15.54
19880		55 VACANT LOTS-QTRLY BILL	01-250-000-56675	1,026.30
APEX	APEX SAFETY AND COMPLIANCE LLC	3 DAY RESCUE REFRESH TRAINING	01-250-000-55600	4,800.00
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	RELAY-CH701	01-250-000-53000	251.42
JIM FORD		UT726 REPAIR	01-250-000-53000	556.79
PAULCONW	PAUL CONWAY SHIELDS	UNIFORM BOOTS	01-250-000-52900	362.50
USBANK	US BANK	UNIFORM BOOTS	01-250-000-52900	295.60
USBANK		UNIFORM BOOTS	01-250-000-52900	319.95
USBANK		PFC PLAQUE-HERDINA	01-250-000-52250	85.75
USBANK		HAMMERS/PLIERS/NAILS	01-250-000-51350	122.84
USBANK		ANNL AERIAL/LADDER TESTING	01-250-000-56250	3,383.70
USBANK		MEDICAL GLOVES	01-250-000-52350	1,198.44
USBANK		ACTUATOR KIT T712	01-250-000-53000	1,552.54
USBANK		UNIFORM SHOES	01-250-000-52900	75.60
USBANK		FUEL	01-250-000-51650	26.00
USBANK		FUEL	01-250-000-51650	57.01
USBANK		CHAIR FEET	01-250-000-54999	112.48
USBANK		CHAIR FEET SALES TAX CREDIT	01-250-000-54999	-5.86
TOTAL FIRE DEPARTMENT				15,782.79
TOTAL FIRE DEPARTMENT				15,782.79
STORM SEWERS				
10750	PREMIER CONCRETE INC	4 YD CONCRETE	01-300-000-51150	509.00
10750		CONCRETE & DELIVERY	01-300-000-51150	1,577.80
COUNTY	COUNTY MATERIALS CORPORATION	MANHOLE PARTS	01-300-000-51150	1,215.00
TOTAL				3,301.80
TOTAL STORM SEWERS				3,301.80
STREET SWEEPING				
04545	DOOR COUNTY COOPERATIVE/NAPA	SUPPLIES	01-330-000-51400	169.30
04545		GREASE CAP	01-330-000-51400	10.58
13330	MELVILLE RADIATOR AND REPAIR	REPLACE/RECHARGE AC COMPRESSR	01-330-000-51400	357.50
TOTAL				537.38
TOTAL STREET SWEEPING				537.38
ROADWAYS/STREETS				
SERWE	SERWE IMPLEMENT MUNICIPAL SALE	FLAIL MOWER PARTS	01-400-000-51400	236.50
TOTAL				236.50
TOTAL ROADWAYS/STREETS				236.50

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
SNOW REMOVAL				
SNOW REMOVAL				
13150	MASTERCRAFT WELDING SYSTEM	FLAT BAR	01-410-000-51400	70.00
13150		6"X12' BEAM	01-410-000-51400	360.00
USBANK	US BANK	PLOW BLADES	01-410-000-51400	762.48
TOTAL SNOW REMOVAL				1,192.48
TOTAL SNOW REMOVAL				1,192.48
STREET SIGNS AND MARKINGS				
19275	SHERWIN WILLIAMS	DRAIN VALVE/FILTER HOUSING	01-420-000-52100	403.50
19275		ORINGS	01-420-000-52100	18.58
TOTAL				422.08
TOTAL STREET SIGNS AND MARKINGS				422.08
STREET MACHINERY				
04545	DOOR COUNTY COOPERATIVE/NAPA	FUSE	01-450-000-53000	19.19
04545		OIL FILTER	01-450-000-53000	6.70
04545		CREDIT RETURN	01-450-000-53000	-76.19
04696	DOOR COUNTY TREASURER	05/22 FUEL CHARGES 520.36G	01-450-000-51650	2,189.15
04696		05/22 DSL FUEL CHARGES 561.90G	01-450-000-51650	2,696.00
06012	FASTENAL COMPANY	WIRE TIES	01-450-000-52150	4.52
20725	T R COCHART TIRE CENTER	TIRES	01-450-000-53000	418.00
20725		TIRE CHANGES	01-450-000-53000	30.00
20725		10 33MM NUTS	01-450-000-53000	30.00
20725		VALVE	01-450-000-53000	10.00
20725		RECAP	01-450-000-53000	229.00
EH WULF	E.H. WOLF & SONS, INC.	105 G OIL	01-450-000-53000	1,464.75
JANDU	JANDU PETROLEUM	FUEL CHARGE	01-450-000-51650	184.10
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	HVAC ACTUATOR	01-450-000-53000	24.83
TOTAL				7,230.05
TOTAL STREET MACHINERY				7,230.05
CITY GARAGE				
01766	AURORA MEDICAL GROUP	DOT DRUG SCREEN/ROBILLARD	01-460-000-57100	50.00
19880	STURGEON BAY UTILITIES	SALT SHED	01-460-000-56150	13.39
19880		835 N 14TH AVE	01-460-000-56150	1,033.27
19880		835 N 14TH AVE	01-460-000-58650	85.42
19880		GARLAND PARK	01-460-000-56150	14.19
AMERWELD	AMERICAN WELDING & GAS, INC	CYLINDER RENTAL	01-460-000-58999	157.10
USBANK	US BANK	SILENCERS/FUNNEL	01-460-000-55300	55.94
USBANK		LED BULBS	01-460-000-55300	97.76
USBANK		GLOVES	01-460-000-54999	255.21
TOTAL				1,762.28
TOTAL CITY GARAGE				1,762.28

INVOICES DUE ON/BEFORE 07/19/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
HIGHWAYS - GENERAL				
19880	STURGEON BAY UTILITIES	808 S DULUTH AVE	01-499-000-58000	16.19
19880		EGG HARBOR RD TRFEC LITE	01-499-000-58000	31.52
19880		N 14TH & EGG HRBR RD TRFC LITE	01-499-000-58000	36.31
19880		TRFEC WARNING LITES	01-499-000-58000	5.50
19880		342 ORNAMENTAL ST LIGHTS	01-499-000-58000	5,333.08
19880		595 OVERHEAD ST LIGHTS	01-499-000-58000	7,015.07
19880		S LANSING & W WALNUT SIGN	01-499-000-58000	10.71
19880		EAST SIDE DOCK	01-499-000-58000	144.14
19880		OLD HWY RD SIGN	01-499-000-58000	16.45
TOTAL				12,608.97
TOTAL HIGHWAYS - GENERAL				12,608.97
PARK & RECREATION ADMIN				
03133	CELLCOM WISCONSIN RSA 10	06/22 MIKE B CREDIT CELL	01-500-000-58250	-39.90
03133		06/22 CELL SVC	01-500-000-58250	26.48
23200	WDOR	JUNE PROGRAM ADVERTISING	01-500-000-57450	105.00
CASE COM	CASE COMMUNICATIONS	KICKOFF/HARMONY ADVERTISING	01-500-000-57450	501.90
USBANK	US BANK	LODGING WATER WEED TRAINING	01-500-000-55600	150.00
USBANK		LODGING WATER WEED TRAINING	01-500-000-55600	29.95
USBANK		WI DNR BOAT EDUCATION COURSE	01-500-000-56050	37.93
USBANK		WI DNR BOAT EDUCATION COURSE	01-500-000-56050	37.93
USBANK		PHONE CASES	01-500-000-58250	169.52
TOTAL				1,018.81
TOTAL PARK & RECREATION ADMIN				1,018.81
PARKS AND PLAYGROUNDS				
02435	BISSEN ASPHALT LLC	WASHED SAND	01-510-000-51750	142.08
03025	CAPTAIN COMMDES INC	PORT A POTTI-DOG PARK	01-510-000-58999	110.00
04696	DOOR COUNTY TREASURER	05/22 FUEL CHARGES 579.10G	01-510-000-51650	2,436.27
04696		05/22 DLS FUEL CHARGES 26.84G	01-510-000-51650	128.78
04696		WEED CONTROLLER	01-510-000-54999	91.80
08225	HERLACHE SMALL ENGINE	TRIM LINE	01-510-000-52700	14.99
19880	STURGEON BAY UTILITIES	MICHIGAN ST CHARGING STATION	01-510-000-56150	110.23
19880		MARTIN PARK PAVILLION	01-510-000-56150	51.52
19880		MEM FLD WARMING HOUSE	01-510-000-56150	91.61
19880		MEM FLD WARMING HOUSE	01-510-000-58650	625.33
19880		GARLAND PARK	01-510-000-58650	19.27
19880		SUNSET CONSN CNTR	01-510-000-56150	109.72
19880		SUNSET CONSN CNTR	01-510-000-58650	124.73
19880		FRANK GRASSE MEM SHELTER	01-510-000-56150	106.88
19880		FRANK GRASSE MEM SHELTER	01-510-000-58650	66.62
19880		OTUMBA PARK	01-510-000-56150	39.38
19880		OTUMBA PARK	01-510-000-58650	44.98
19880		WEST SIDE WARMING HOUSE	01-510-000-56150	510.26
19880		WEST SIDE WARMING HOUSE	01-510-000-58650	32.88
19880		MADISON AVE CHARGING STATION	01-510-000-56150	57.15
19880		JAYCEE BALLFLD STAND	01-510-000-56150	13.39
19880		3RD AVE POWER PANEL	01-510-000-56150	13.39

INVOICES DUE ON/BEFORE 07/19/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
19880		421 MICHIGAN ST FLAG LIGHT	01-510-000-56150	33.81
19880		MEM FLD PKG LOT	01-510-000-56150	13.39
19880		WEST SIDE BALLFLD LTS	01-510-000-58650	24.27
19880		MEM FLD COMPLEX	01-510-000-56150	1,069.62
19880		GIRLS LITTLE LEAGUE	01-510-000-58650	121.71
19880		OTUMBA PRK WALKWAY	01-510-000-56150	16.85
19880		QUINCY ST BALLFLD	01-510-000-58650	27.33
19880		SIGN SHED	01-510-000-56150	20.86
19880		SIGN SHED	01-510-000-58650	19.27
19880		CHERRY BLOSSOM PRK	01-510-000-56150	38.45
19880		CHERRY BLOSSOM PRK	01-510-000-58650	36.38
20725	T R COCHART TIRE CENTER	FLAT TIRE	01-510-000-53000	30.00
BUBBAS	BUBBA'S TREE & STUMP REMOVAL	TREE REMOVAL-LITTLE CRK PRKWAY	01-510-000-58450	600.00
LUX	LUXEMBURG IMPLEMENT COMPANY	HYDRO TRANSMISSION OIL	01-510-000-51900	144.06
USBANK	US BANK	FUEL	01-510-000-51650	90.44
USBANK		FUEL	01-510-000-51650	58.84
TOTAL				7,286.54
TOTAL PARKS AND PLAYGROUNDS				7,286.54
MUNICIPAL DOCKS				
19880	STURGEON BAY UTILITIES	36 S NEENAH AVE PKG LOT LITES	01-550-000-56150	180.98
19880		38 S NEENAH AVE PAVILLION	01-550-000-56150	128.49
19880		38 S NEENAH AVE PAVILLION	01-550-000-58650	25.32
19880		38 S NEENAH AVE RESTROOM	01-550-000-56150	210.24
19880		38 S NEENAH AVE RESTROOM	01-550-000-58650	176.52
20070	TAPCO	ELECTRONIC PAYSTATION REPAIR	01-550-000-58999	825.00
USBANK	US BANK	17 " RESERVED" SIGNS	01-550-000-54999	218.20
TOTAL				1,764.75
TOTAL MUNICIPAL DOCKS				1,764.75
WATER WEED MANAGEMENT				
03025	CAPTAIN COMMODES INC	PORT A POTTI-SHORE SITE	01-560-000-58999	55.00
04545	DOOR COUNTY COOPERATIVE/NAPA	BATTERY	01-560-000-51400	333.56
20725	T R COCHART TIRE CENTER	4 TIRES/MOUNTS/DISPOSALS	01-560-000-51400	641.68
ASTRO	ASTRO HYDRAULICS, INC	HYDRO MOTOR	01-560-000-51400	509.86
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	HITCH	01-560-000-51400	38.99
USBANK	US BANK	GPS	01-560-000-51400	699.99
USBANK		9PIN-7PIN	01-560-000-51400	41.99
USBANK		TRANSDUCER	01-560-000-51400	64.99
USBANK		7 PIN EXTENSION CORD	01-560-000-51400	49.99
USBANK		UNIVERSAL MOUNT	01-560-000-51400	62.99
USBANK		7 PIN-9 PIN ADAPTER	01-560-000-51400	39.99
USBANK		ADAPTER CREDIT	01-560-000-51400	-41.99
TOTAL				2,497.04
TOTAL WATER WEED MANAGEMENT				2,497.04

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CITY OF STURGEON BAY
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INVOICES DUE ON/BEFORE 07/19/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
WATERFRONT PARKS & WALKWAYS				
02435	BISSEN ASPHALT LLC	BEACH STONE	01-570-000-51750	317.34
04545	DOOR COUNTY COOPERATIVE/NAPA	WEED SPRAY	01-570-000-51750	138.85
19880	STURGEON BAY UTILITIES	DC MUSEUM WALKWAY	01-570-000-56150	55.23
19880		DC MUSEUM PKG LOT	01-570-000-56150	85.37
19880		JUNIPER ST WALKWAY LTS	01-570-000-56150	13.39
19880		JUNIPER ST PRKING LOT	01-570-000-56150	23.24
19880		PENNSYLVANIA ST DOCK	01-570-000-58650	287.44
19880		KENTUCKY ST WTRFRT	01-570-000-56150	139.42
19880		92 E MAPLE STREET	01-570-000-58650	9.32
19880		1ST AVE MARINA/RESTROOM	01-570-000-56150	511.83
19880		1ST AVE MARINA/RESTROOM	01-570-000-58650	99.03
19880		KENTUCKY ST CITY PKG RAMP	01-570-000-56150	147.93
19880		48 KENTUCKY ST CITY MARINA	01-570-000-58650	34.26
20250	TILLMAN LANDSCAPE & NURSRY INC	WATERFRONT PLANTINGS	01-570-000-51750	134.00
TOTAL				1,996.65
TOTAL WATERFRONT PARKS & WALKWAYS				1,996.65
COMMUNITY & ECONOMIC DEVLPMT				
19730	STURGEON BAY VISITOR CENTER-	3RD QTR 2022 SUPPORT	01-900-000-57800	24,462.29
USBANK	US BANK	APA CONF REG/OLEJNICZAK	01-900-000-55600	250.00
USBANK		PARKING	01-900-000-55600	7.65
USBANK		PARKING	01-900-000-55600	4.25
TOTAL				24,724.19
TOTAL COMMUNITY & ECONOMIC DEVLPMT				24,724.19
TOTAL GENERAL FUND				144,175.99
CAPITAL FUND				
CITY HALL				
CITY HALL EXPENSE				
14825	NORTHEAST ASPHALT INC	DPW PARKING LOT	10-160-000-59100	184,711.47
TOTAL CITY HALL EXPENSE				184,711.47
TOTAL CITY HALL				184,711.47
GENERAL EXPENDITURES				
14825	NORTHEAST ASPHALT INC	SBU PORTION PROJ 2201B	10-199-000-51525	11,660.00
TOTAL				11,660.00
TOTAL GENERAL EXPENDITURES				11,660.00
PATROL				
PATROL				
13320	JEFFERSON FIRE & SAFETY, INC	DIVE AIR CASCADE SYSTEM	10-215-000-59999	31,490.24

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CITY OF STURGEON BAY
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INVOICES DUE ON/BEFORE 07/19/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAPITAL FUND				
PATROL				
PATROL				
USBANK	US BANK	CARGO CNTRL SPRINGS-DIVE TRLR	10-215-000-59999	40.50
USBANK		TIE DOWN RAIL-DIVE TRAILER	10-215-000-59999	189.57
USBANK		RATCHET STRAP/DIVE TRAILER	10-215-000-59999	37.70
USBANK		DIVE TRAILER PAINT	10-215-000-59999	74.84
TOTAL PATROL				31,832.85
TOTAL PATROL				31,832.85
FIRE DEPARTMENT				
EXPENSE				
PAULCONW	PAUL CONWAY SHIELDS	STRUCTURE BOOTS	10-250-000-59050	170.00
TOTAL EXPENSE				170.00
TOTAL FIRE DEPARTMENT				170.00
ROADWAYS/STREETS				
ROADWAYS/STREETS				
04696	DOOR COUNTY TREASURER	SIGNS	10-400-000-59095	1,102.35
R0000421	WI DEPT OF TRANSPORTATION	HWY 42/57 INTERSECTION	10-400-000-59095	72,476.41
TOTAL ROADWAYS/STREETS				73,578.76
ANNUAL RESURFACING & BASE REP.				
14825	NORTHEAST ASPHALT INC	CITY PORTION PROJ 2201B	10-400-110-59095	450,193.48
FARRELL	FARRELL EQUIPMENT & SUPPLY INC	RETURN 4 INLET BAGS	10-400-110-59095	-251.96
FARRELL		200 SAND BAGS/4 INLET BAGS	10-400-110-59095	349.96
TOTAL ANNUAL RESURFACING & BASE REP.				450,291.48
TOTAL ROADWAYS/STREETS				523,870.24
MUNICIPAL DOCKS				
EXPENSE				
DC DOCKS	DC DOCKS AND BOAT LIFTS, INC	ADA ACCESSIBLE KAYAK LAUNCH	10-550-000-59999	38,276.25
TOTAL EXPENSE				38,276.25
TOTAL MUNICIPAL DOCKS				38,276.25
WATERFRONT PARKS & WALKWAYS				
02435	BISSEN ASPHALT LLC	PARTIAL PAY MOBILIZATION	10-570-000-59075	832.42
02435		RESTORATION	10-570-000-59075	4,080.00
TOTAL				4,912.42
TOTAL WATERFRONT PARKS & WALKWAYS				4,912.42
TOTAL CAPITAL FUND				795,433.23

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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/19/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
USBANK	US BANK	TEAMVIEWER SOFTWARE	21-000-000-58999	610.80
TOTAL CABLE TV / GENERAL				610.80
TOTAL CABLE TV / GENERAL				610.80
TOTAL CABLE TV				610.80
TID #6 DISTRICT				
TID #6 DISTRICT				
TID #6 DISTRICT				
03950	DAVIS KUELTHAU	05/22 D KRUEGER CLOSING	22-360-000-55001	390.00
TOTAL TID #6 DISTRICT				390.00
TOTAL TID #6 DISTRICT				390.00
TOTAL TID #6 DISTRICT				390.00
TID #7 DISTRICT				
TID #7 DISTRICT				
TID #7 DISTRICT				
03950	DAVIS KUELTHAU	05/22 CONTRACTS/DEV AGREE	23-370-000-55001	1,690.00
TOTAL TID #7 DISTRICT				1,690.00
TOTAL TID #7 DISTRICT				1,690.00
TOTAL TID #7 DISTRICT				1,690.00
TID #4 DISTRICT				
TID #4 DISTRICT				
TID #4 DISTRICT				
03950	DAVIS KUELTHAU	05/22 PLAZA DEV	28-340-000-55001	78.00
TOTAL TID #4 DISTRICT				78.00
TOTAL TID #4 DISTRICT				78.00
TOTAL TID #4 DISTRICT				78.00
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
04696	DOOR COUNTY TREASURER	05/22 DSL FUEL CHARGES 743.64G	60-000-000-51650	3,567.98
06012	FASTENAL COMPANY	WIRE TIES	60-000-000-54999	25.15
20725	T R COCHART TIRE CENTER	TIRE CHANGE	60-000-000-52850	30.00
GFLENVIR	GFL ENVIRONMENTAL, INC	CARDBOARD RECYCLING/MAY/JUNE	60-000-000-58350	507.06
JX ENT	JX ENTERPRISES, INC.	FILTERS	60-000-000-53000	219.98
JX ENT		BLOCK HEATER INSTALLATION	60-000-000-53000	777.84
ONE	ONE SOURCE TECHNOLOGIES, INC	CARTRIDGE VALVES	60-000-000-53000	513.30
ONE		SHIPPING	60-000-000-53000	99.18

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CITY OF STURGEON BAY
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INVOICES DUE ON/BEFORE 07/19/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
POMPS	POMP'S TIRE SERVICE. INC	TIRE ALIGNMENT	60-000-000-53000	328.00
TOTAL SOLID WASTE ENTERPRISE FUND				6,068.49
TOTAL SOLID WASTE ENTERPRISE FUND				6,068.49
TOTAL SOLID WASTE ENTERPRISE				6,068.49
COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
03025	CAPTAIN COMMODES 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		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	64-000-000-58999	6.00
19880		GARLAND PARK	64-000-000-58999	2.00
19880		SUNSET CONSN CNTR	64-000-000-58999	6.00
19880		FRANK GRASSE MEM SHELTER	64-000-000-58999	2.00
19880		OTUMBA PARK	64-000-000-58999	2.00
19880		WEST SIDE WARMING HOUSE	64-000-000-58999	2.00
19880		WEST SIDE 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		WEST SIDE 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	16.72
19880		FIRE TRAINING SITE	64-000-000-58999	2.00
19880		QUINCY ST BALLFLD	64-000-000-58999	6.00
19880		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		48 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
19880		55 VACANT LOTS-QTRLY BILL	64-000-000-58999	330.00
TOTAL COMPOST SITE ENTERPRISE FUND				546.72
TOTAL COMPOST SITE ENTERPRISE FUND				546.72
TOTAL COMPOST SITE ENTERPRISE FUND				546.72
TOTAL ALL FUNDS				948,993.23

MANUAL CHECKS

AT&T FIRST MOBILITY	\$37.86
06/29/2022	
Check # 90492	
05/22 DPW Cellphone Statement	
01-215-000-58250	
EBC	\$181.00
06/29/22	
Check #90493	
06/22 FSA/PEB/COBRA	
01-600-000-50510	
SUN LIFE FINANCIAL	\$2,224.33
06/29/2022	
Check # 90494	
07/22 Short- & Long-Term Disability	
01-000-000-21545	
WISCONSIN PUBLIC SERVICE	\$620.91
07/01/2022	
Check # 90495	
6/22 Statement Charges	
Various Departmental Accounts	
DELTA DENTAL	\$6,309.71
07/01/2022	
Check # 90946	
07/22 Dental Insurance	
Various Departmental Accounts	
EFT GROUP INSURANCE	\$116,197.34
07/01/2022	
Check # 90946	
07/22 Health Insurance	
Various Departmental Accounts	
TOTAL MANUAL CHECKS	\$125,571.15

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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 07/19/2022

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

GENERAL FUND	144,175.99	269,747.14
CAPITAL FUND	795,433.23	
CABLE TV	610.80	
TID #6 DISTRICT	390.00	
TID #7 DISTRICT	1,690.00	
TID #4 DISTRICT	78.00	
SOLID WASTE ENTERPRISE	6,068.49	
COMPOST SITE ENTERPRISE FUND	546.72	
TOTAL --- ALL FUNDS	948,993.23	1,074,564.38

Hebe Bacon July 12, 2022
Seth Wimmering 7/12/22
Jan Ullrich 7/12/22

COMMON COUNCIL

July 5, 2022

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

Williams/Statz to adopt the agenda. Carried.

No one spoke during public comment.

Heidi Erickson, Door County YMCA CEO gave presentation on their Capital Campaign and Building Addition. Tom and Penny Beerntsen expanded on the Capital Campaign.

Bacon/Wiederanders to approve following bills: General Fund – \$38,051.05, Capital Fund - \$390,487.29 and Cable TV - \$6,005.53 for a grand total of \$434,543.87. Roll call: All voted aye. Carried.

Reeths/Wiederanders to approve consent agenda:

- a. Approval of 6/21/22 regular Common Council minutes.
- b. Place the following minutes on file:
 - (1) Zoning Board of Appeals – 6/14/22
 - (2) Finance/Purchasing & Building Committee – 6/14/22
 - (3) Industrial Park Development Review Team – 6/16/22
- c. Place the following reports on file:
 - (1) Fire Department Report – April 2022
 - (2) Fire Department Report – May 2022
- d. Consideration of: Approval of Beverage Operator's licenses.
- e. Consideration of: Approval of Sidewalk Café Permit for The Gnoshery.
- f. Finance/Purchasing & Building Committee recommendation re: Approve the lease amendment for the Sturgeon Bay Yacht Club/Sail Training Foundation as presented.

Carried.

There were no mayoral appointments.

RECOMMENDATION

We, the Personnel Committee, hereby recommend to increase the hourly wage range for Community Service Officers to \$17.00 - \$19.00 effective immediately with no budget impact for 2022.

Personnel Committee
By: Dan Williams, Chr.

Introduced by Williams. Williams/Gustafson to approve. Carried.

RECOMMENDATION

We, the Personnel Committee, hereby recommend to approve the Labor Agreement between the Sturgeon Bay Professional Police Officers' Union Wisconsin Professional Police Association/LEER Division Local 449 and the City of Sturgeon Bay for January 1, 2023 through December 31, 2025.

Personnel Committee
By: Dan Williams, Chr.

Introduced by Williams. Williams/Gustafson to adopt. City Administrator gave brief description. Carried. There was no need to go into closed session.

Williams/Gustafson to adopt Memorandum of Understanding between City of Sturgeon Bay and Sturgeon Bay Professional Police Association Local 449 and Wisconsin Professional Police Association/LEER regarding lateral entry. Carried.

Community Development Director Olejniczak introduced consideration of assignment of sale from Cherry Point Investments to Phillips Development. Doreen Phillips has requested property at 1048 Egg Harbor Road be transferred to a different LLC in order to receive tax benefits. The property and future development will still end up being controlled by Cherry Point Investments. Williams/Statz to approve the assignment of the sale of 1048 Egg Harbor Road from Cherry Point Investments, LLC to Phillips Development, LLC. Carried.

Appearing via Zoom, Ashley Lehocky, attorney at Town Counsel Law & Litigation, presented the results of mediation with Wal-Mart in regards to the evaluation of their 2021-2022 property assessment. Stan Riffle was the mediator for the City. City Administrator VanLieshout commented that Wal-Mart, along with other national retailers nationwide are using strategy to lower the amount they pay in property taxes. After a brief description, Council members chose to discuss further in closed session.

After Mayor Ward announced the statutory basis, Reeths/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)(g)

a. ~~Consideration of: Collective Bargaining Agreement.~~ Did not discuss.

b. Consideration of: Wal-Mart Property Assessment Settlement.

Roll call: Carried. The meeting moved to closed session at 6:45 p.m.

The Council reconvened in open session at 7:13 p.m.

Williams/Statz to accept the following settlement terms for Wal-Mart's 2021 and 2022 assessed valuation as recommended by attorney.

- The 2021 Assessed Valuation for the properties shall be \$6,893,600 (approximately \$60 per sq. ft.)
- The 2022 Assessed Valuation for the properties shall be \$6,670,900 (approximately \$57 per sq. ft.)
- Interest shall be waived.
- Refund check shall be paid within 30 days of the Order of Dismissal.

Carried.

City Administrator VanLieshout gave his report.

Mayor Ward gave his report.

Wiederanders/Reeths to adjourn. Carried. The meeting adjourned at 7:21 p.m.

Respectfully submitted,



Laurie A. Spittlemeister
Deputy Clerk/Treasurer

COMMUNITY PROTECTION & SERVICES COMMITTEE

June 1, 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,


Sarah Spude-Olson
Police Department Office Manager

AESTHETIC DESIGN AND SITE PLAN REVIEW BOARD
Monday, June 27, 2022

The Aesthetic Design and Site Plan Review Board meeting was called to order at 6:01 p.m. by Chairperson Rick Wiesner in the Council Chambers, City Hall, 421 Michigan Street.

Roll Call: Members Rick Wiesner, Dave Augustson, Thad Birmingham and Nancy Schopf were present. Pam Jorns was excused. Staff present were Community Development Director Marty Olejniczak, Planner/Zoning Administrator Christopher Sullivan-Robinson and Community Development Administrative Assistant Cindy Sommer.

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

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from May 23, 2022.
4. Consideration of: 96-unit multiple-family development located at parcel #281-66-12001605 (east of Target) for Premier SB Duluth Ave, LLC.
5. Consideration of: 100' x 100' building addition and awning for Midwest Wire Products located at 615 S. Lansing Ave.
6. Adjourn.

All ayes. Carried.

Approval of minutes from May 23, 2022: Moved by Mr. Augustson, seconded by Mr. Wiesner to approve the minutes. All ayes. Carried.

Consideration of: 96-unit multiple-family development located at parcel #281-66-12001605 (east of Target) for Premier SB Duluth Ave, LLC.

Mr. Sullivan-Robinson introduced the 96-unit multi-family development located on a vacant parcel of land east of Target that fronts on Duluth Avenue. The other three sides are in the Town of Nasewaupee, but the vacant parcel is entirely within the city limits. The project was approved for a conditional use permit by the Plan Commission at its June 1 meeting subject to the following: 1) extend the sidewalk to Duluth Avenue; 2) approval by the Aesthetic Design & Site Plan Review Board; 3) storm water management approval by the city engineer; 4) change some of the trees to native species; 5) if pet friendly, provide designated pet area. Staff recommends full approval of the project design, color, materials, landscaping, lighting and storm water management, and has no major concerns. Small details, such as dumpster and gazebo areas, are vague and should be clarified. Lighting should be downward directed and contained with the development area.

Mr. Brad Tremi of R.E. Lee of 1250 Centennial Centre Boulevard, Hobart, WI, presented the project. This is a 96 unit development consisting of eight buildings with 12 units each. The buildings will consist of brick and vinyl siding with multiple types of siding in different colors and textures as depicted on the photos in the packet. The units will be two bedroom/two bathroom with garages. It will be a pet friendly development with additional outdoor parking for overflow. There will be an office on site that is managed about half-time for maintenance, tours, lease signing, etc. This is R.E. Lee's third development in the area, one of which is Orchard Estates located off of Oxford Avenue. The development will be in the Southern Door School District.

Mr. Wiesner questioned the need for a playground or other area for kids. Mr. Sullivan-Robinson stated that this issue was brought up at the Plan Commission meeting and testimony was had that playgrounds are historically underused and a gazebo is the alternative option. Mr. Olejniczak indicated that some TID funds are being directed to Woods West Park improvements in the future.

Mr. Augustson asked whether the dumpsters will be enclosed and Mr. Trembl indicated they are waiting for direction at today's meeting and will comply with recommendations.

Mr. Augustson moved to approve the development design as presented with the conditions set forth by the Plan Commission, the dumpsters to be enclosed at least on 3 sides with color matched materials, not wood, to be approved by the chairman and the gazebo design and materials to be approved by the chairman. Motion seconded by Mr. Birmingham. All ayes. Motion carried.

Consideration of: 100' x 100' building addition and awning for Midwest Wire Products located at 615 S. Lansing Ave.

Mr. Sullivan-Robinson introduced the 100' x 100' x 20' building addition to the north end of the existing Midwest Wire located at 615 S. Lansing Avenue, as well as an awning to be located above the existing entryway. The building design will match the existing structure with a veneer wainscoting on the front façade. No landscape plan is proposed; there will just be grading and grass. The guidelines generally dictate additional vegetation, however those sides of the building will not be seen from the street. No additional parking is needed because no new jobs are being added. The proposed canopy over the entryway requires a variance due to a setback issue. Staff recommends approval of the building design, materials, grading, storm water and lighting.

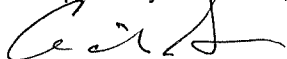
Dave Phillips of Bayland Buildings of Hobart, WI presented the project and explained that they looked at several locations to put the addition but this one is the easiest and makes the most sense. The building will only be used for storage at this time. The business is doing well and there is a need for additional space. The storm water plan has been submitted to the city engineer and consists of simple grading. The building color is being matched as closely as possible to the existing 30 year old building. The north side will have wainscoting added for appearance as shown in photos. Two driveways will be added on the west side. Two half bathrooms and one water bubbler will be included, along with a 10' x 10' office for the shipping clerk. There will be downward facing lights above the two emergency exit doors and the loading bays. There will be two trees removed from the loading dock area to accommodate the addition.

Mr. Phillips further explained that the 4' x 12' awning will be added above the existing entryway to improve the front appearance, provide rain cover and improve visibility of the entrance. Midwest Wire is aware that adding the awning will require a variance from the Zoning Board of Appeals and they will decide if they want to continue with that project, but would like approval of the design so they can move forward if the variance is approved at a later date.

Mr. Birmingham moved to approve the project design as presented. Seconded by Ms. Schopf. All ayes. Motion carried.

Adjourn: Moved by Mr. Augustson, seconded by Ms. Schopf to adjourn. All ayes. Carried. The meeting adjourned at 6:39 p.m.

Respectfully submitted,



Cindy Sommer
Community Development
Administrative Assistant

FINANCE/PURCHASING & BUILDING COMMITTEE
June 28, 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 and Wiederanders were present. Also present: City Administrator Van Lieshout, and Office Accounting Assistant II Metzger. Alderperson Williams entered at 4:04 pm.

A motion was made by Alderperson Wiederanders, seconded by Alderperson Bacon 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: Artist Stipend
5. Consideration of: Artist Stipend for Steven Haas
6. Review bills.
7. Adjourn.

Carried.

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

Consideration of: Artist Stipend:

Alderperson Bacon explained that artists usually receive a stipend for pieces they put on loan. It's not a payment or wages but additional money. In this case with the City, the artist would receive the stipend if they loan a piece of sculpture, for a 2-year contracted term. The stipend can help cover packing and shipping costs. The Local Arts Board felt the stipend would also show value and appreciation to the artist. Green Bay offers \$1500, as a stipend, other areas offered various monetary ranges. The recommendation from the Local Arts Board is \$750 for a loaned piece of art over a 2- year period. The stipend would not apply to pieces that were purchased or purchased then given to the city. The City currently has one on loan piece, "Crosswind Approach" on display at Stone Harbor.

The committee continued discussions regarding the process if the art is sold within the 2-year contract term, art selection process and if parameters should be in place and the number of stipend payments allotted per year.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to approve the stipend for artists with art on loan to the City, in the amount of \$750 each for a total of two per year. Carried.

Consideration of: Artist Stipend or Steven Haas:

Alderperson Bacon stated artist Steven Haas has had a sculptural art piece on loan to the City displayed at Stone Harbor. The Local Arts Board recommends that Mr. Haas be paid a \$750 stipend for this piece. The consensus of the committee was to pay Mr. Haas a stipend from the 2023 budget.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to approve a \$750 stipend payment to Steven Haas for "Crosswind Approach" from the 2023 budget. Carried.

Review bills

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

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to adjourn. Carried. The meeting 4:35pm.

Respectfully submitted,

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

Tricia Metzger

PERSONNEL COMMITTEE
June 29, 2022

A meeting of the Personnel Committee was called to order by Chair Williams at 2:30 p.m. in the Council Chambers. Roll call: Members Williams and Gustafson were present. Statz was excused.

Williams/Gustafson to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Consideration of: Request for Carryover of Vacation Hours from Community Development Director.
4. Consideration of: Increase starting hourly wage for Community Service Officer (CSO).
5. Consideration of: Non-budgeted Staffing Request from Fire Department.
6. 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: Collective bargaining.
Move to reconvene in open session to take formal action upon preceding subject of closed session, if appropriate; or to conduct discussion or give further consideration where the subject is not appropriate for closed session consideration. The Committee may adjourn in closed session.
7. Adjourn.

Carried.

Gustafson/Williams to approve the request from Community Development Director Marty Olejniczak to carryover 84.75 hours of vacation. Carried.

Assistant Police Chief Brinkman addressed the Committee regarding establishing a new starting wage for the Community Service Officers due to their level of responsibility, visibility, and training. Discussion took place regarding establishing a wage range for the CSO's so the Police Department could administer the program effectively. Williams/Gustafson recommend to increase the hourly wage range for Community Service Officers to \$17.00 - \$19.00 effective immediately with no budget impact for 2022. Carried.

Fire Chief Dietman addressed the Committee regarding adding a part time administrative employee to Fire Department in 2022. It was noted that someone to handle some administrative duties are needed to alleviate the workload of the Fire Chief and the Assistant Fire Chief. Discussion took place regarding the increase in call volume and the large incidents that have and do occur that require more time. It was also noted that this is a non-budgeted item for 2022. Further discussion took place regarding adding this part time position to the 2023 budget, what a competitive wage is for this type of position, whether this position getting an EMR license would be the best fit, that more housing and development equate to more services needed, and marina protection. Further discussion took place regarding budgeting for the position, the estimated cost of the position for the last quarter of 2022. It was noted that the following information should be brought back to the Committee for further review: Solid wage numbers from the Finance Director for a start date of 10/1/22 for the part time position for 24 hours per week, Fire Department come up with 2022 budget savings within the department, Fire Department to develop a position description and place percentages of how much time the Chief and Assistant Chief spend on the administrative tasks. No formal action was taken.

After the Chair announced the statutory basis, Williams/Gustafson 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: Collective bargaining. Move to reconvene in open session to take formal action upon preceding subject of closed session, if appropriate; or to conduct discussion or give further consideration where the subject is not appropriate for closed session consideration. The Committee may adjourn in closed session.

Carried.

The Council convened in open session at 3:14 p.m. and adjourned at 3:47 p.m.

Respectfully submitted,


Stephanie L. Reinhardt
City Clerk/HR Director



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 June, 2022

Date: July 12, 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 57 crimes.

These crimes can be broken down and classified as follows.

Bail Jumping.....	05
Theft.....	12
Fraud / Forgery.....	02
Domestic Abuse.....	06
Disorderly Conduct.....	13
Possess Controlled Substance.....	04
Battery.....	02
Criminal Damage to Property.....	04
Sex Offenses.....	02
Violate Court Order.....	05
Child Abuse / Neglect.....	01
ICAC Investigations.....	01
TOTAL	57

Arrests

The Department completed a total of 138 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.....	08
False Imprisonment.....	01
Theft.....	01
Strangulation/Suffocation.....	02
Fraud Elder at Risk.....	01

Aggravated Battery.....	01
Reckless Endanger Safety.....	01
TOTAL	15

B. Misdemeanor Crime Arrests

Disorderly Conduct.....	09
Battery.....	06
Resist / Obstruct Officer.....	01
Possess Controlled Substance.....	04
Theft.....	02
Bail Jump.....	08
Criminal Damage to Property.....	02
Violate Court Order.....	01
Criminal Trespass to Dwelling.....	02
TOTAL	35

Wisconsin Probation & Parole Arrests / Warrant Arrests.....	10
TOTAL	10

C. Ordinance Violation Arrests

Disorderly Conduct w/Motor Vehicle	01
Sell Tobacco to Underage Person	02
Trespass to Land.....	04
Possess Drug Paraphernalia.....	05
Possess THC.....	04
Motor Boating Violations.....	02
Retail Theft.....	03
TOTAL	21

D. Traffic Crime Arrests

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

E. Traffic Violation Arrests

Operate Motor Vehicle while Intoxicated.....	04
Operate Motor Vehicle while Suspended/Revoked.....	05
Speeding.....	10
No Valid Driver's License.....	06
Operate M/V without Insurance.....	02
Seatbelt Violations.....	02
Miscellaneous Violations.....	16
TOTAL	45

In addition to the preceding arrests, the Department conducted a total of 194 traffic stops during the month and logged 110 violations for various motor vehicle defects and local ordinances and issued 90 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 20 vehicle accidents. These accidents are categorized into four types.

A.	Motor Vehicle Accidents Involving Fatalities	00
B.	Motor Vehicle Accidents Involving Injuries.....	01
C.	Motor Vehicle Accidents Involving Property Damage	16
	(greater than \$1,000.00)	
D.	Motor Vehicle Accidents Involving Property Damage	03
	(less than \$1,000.00)	
		TOTAL 20

Police Service Calls

Department members handled 519 service calls during the month. These calls consist of both citizen requests for police service as described below (432), crimes investigated (57), traffic accidents investigated (20), and Wisconsin Probation and Parole Assists (10).

A.	Traffic and Road Incidents.....	89
	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.....	14
	These complaints involve private parties, licensed liquor establishments, and parties in public places.	
C.	Sick and Injured Persons.....	15
	Assistance rendered to the Ambulance Service and sick or injured persons.	
D.	Alarms.....	36
	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.....	20
	Investigations by officers of noisy animals, loose animals, animal bites, wild animals and sick, injured or dead animal complaints.	
F.	Civil Disputes.....	07
	Arguments between neighbors, landlords and tenants, and family members where no crimes have been committed.	

G. Escorts.....	03
Transporting citizens, money escorts for area financial institutions, funerals, and for area industry and farming.	
H. Citizen Assist	56
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.....	04
Includes assistance to other law enforcement and government agencies.	
J. Suspicious Person / Vehicle / Circumstance	43
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 Problems	15
Requests for police service that strictly involve property calls and all unfounded calls for police service. The calls vary from mischief to family problems to runaway situations.	
M. Miscellaneous Incidents	116
Includes arrest warrants served, recovered property calls, unfounded calls for police service and minor calls for police service. This category includes 9-1-1 calls investigated by Department members during the month.	
N. Welfare Checks	13
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 432

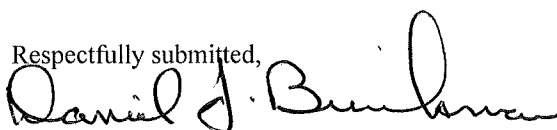
Department Training

The Joint SWAT Team and Dive Team completed their monthly training. One officer attended the School Resource Officer Conference and two officers attended Advanced Crisis Negotiations training.

Department Education

Assistant Chief Brinkman presented Civilian Response to Active Threat Events to community members at the First Baptist Church.

Respectfully submitted,



Assistant Chief Daniel J. Brinkman

BEVERAGE OPERATOR LICENSES

1. Crates, Scott R.
2. Lebotte, Renee M.
3. Peterson, Rayn L.
4. Quinn, Anthony G.
5. Scheriner, Ashley M.

TEMPORARY CLASS B BEER AND CLASS B WINE LICENSE

Sunshine House Inc
55 West Yew Street
Sturgeon Bay, WI 54235
Agent: Jeremy Paszczak
Location: Martine Park – Sunflower Fest
Date – September 10, 2022

SIDEWALK CAFÉ PERMIT APPLICATION

Application for sidewalk café permit must include:

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

Name of applicant: Door County Candy LLC

Establishment Name: TERRY WHIMAN

Address: 12 N 3rd

Phone/Email: doorcountycandy@gmail.com

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

Date Completed Application Submitted: 6-30-22

Community Development Approval: [Signature] 7.6.22

Department of Public Works Approval: [Signature] 7-5-22

Date of Common Council Approval: _____

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

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

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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:

Jason Estes

Establishment Name:

Sonny's Pizzeria

Address:

129 N. Madison Ave Sturgeon Bay, WI 54235

Phone/Email:

920-743-2300



Written Request Submitted



Cert of Insurance (additional insured) submitted



Scaled Diagram submitted



Hold Harmless Certificate submitted



Fee Paid

N/A

Date Completed Application Submitted:

6/30/22

Community Development Approval:

7/14/2022 CSB

Department of Public Works Approval:

7/14/2022 MTB

Date of Common Council Approval:

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

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

**CITY OF STURGEON BAY
STREET CLOSURE APPLICATION**

Name of Applicant: Destination Sturgeon Bay
Name of Event: Sidewalk Sale
Contact Phone #: 920-743-6246
Date(s) of Event: 7/28/2022 Time: 9am-4pm
Estimated # of Attendees: _____
Specific Location: 3rd Ave. - 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.
- ☒ 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

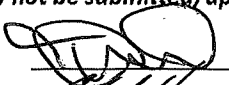
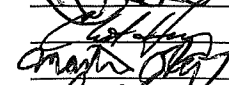
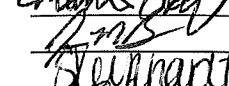
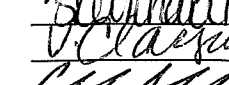
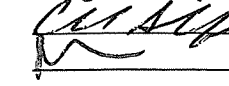
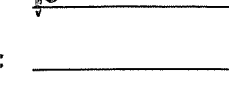
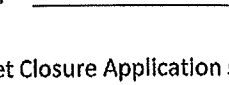
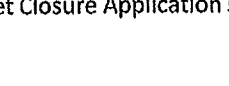
Other comments or explanation: _____

Signature of Responsible Party: Anne Barry

Address: 36 S. 3rd Ave Sturgeon Bay

Date Submitted: 6/17/2022

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

Approval:	Fire Chief:		Date:	<u>6-30-22</u>
	Police Chief:		Date:	<u>6-28-22</u>
	Comm. Dev:		Date:	<u>7-1-22</u>
	Streets/Parks:		Date:	<u>7-6-22</u>
	City Clerk:		Date:	<u>7/11/22</u>
	Finance Dir:		Date:	<u>7/6/22</u>
	City Engineer:		Date:	<u>7-6-22</u>
	City Admin:		Date:	<u>7/5/22</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 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 _____ 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 17 day of June, 2022

By:

By:

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: 

06/17/2022

Dated: 6/17/2022

Anara Borz

Company Name (if applicable): Destination Sturgeon Bay

Billing Address: 34 S. 3rd Ave Sturgeon Bay WI

Telephone: 920-743-6246

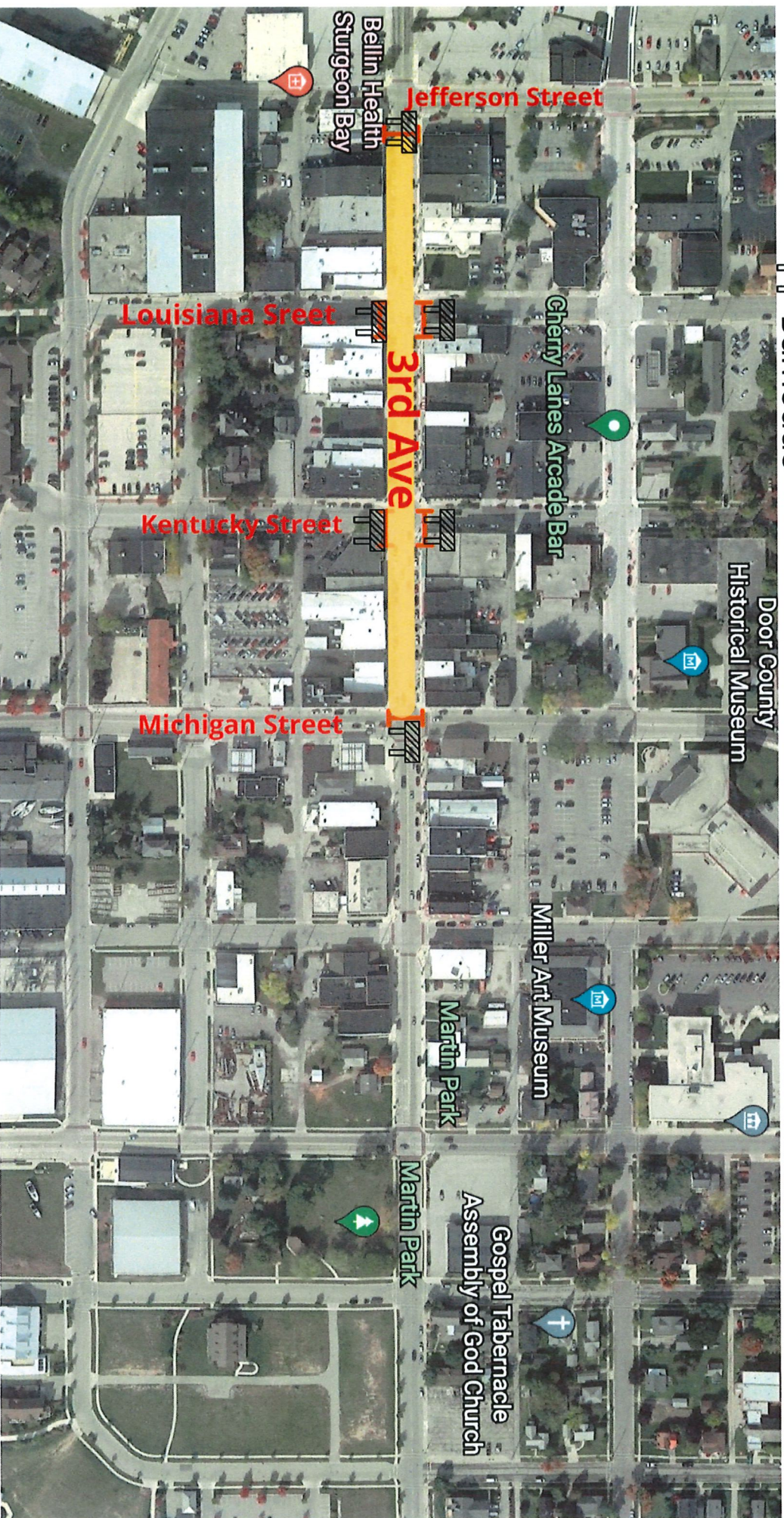
2022 Sidewalk Sale

3rd Ave

Thursday, July 28th, 2022



7.28-Road Closes at 6AM (City)
7.28-Road Reopens at 6PM (DSB)



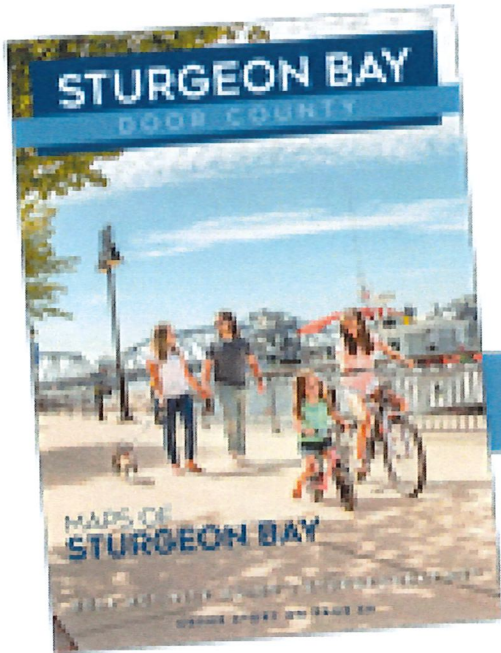
SAIL THRU THE AVENUES SIDEWALK SALE

JULY 28, 2022

3RD AVENUE

9:00 AM TO 4:00 PM

Sail Thru the Avenues Sidewalk Sale — Take advantage of great bargains and discover unique finds including art, textiles, and more during this citywide event from 9am-4pm! Third Avenue will be closed to traffic —Stop by for food, beverages, and entertainment.



2022 ACTIVITY GUIDE REQUEST YOURS NOW

(<https://www.sturgeonbay.net/plan/request-an-activity-guide>)

JUN
22

2022 HARMONY BY THE BAY SUMMER CONCERT LINE-UP

Wednesdays this summer June 8 through August 17, the City of Sturgeon Bay presents the Bay concert series..

LEARN MORE → ([HTTPS://WWW.STURGEONBAY.NET/EVENTS/SPECIAL-EVENTS/HARMONY-BY-THE-BAY](https://www.sturgeonbay.net/events/special-events/harmony-by-the-bay))

Jennifer from Destination Sturgeon Bay

How can we help plan your trip to Sturgeon Bay?

Reply to Jennifer



Chat ⚡ by Drift



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/17/2022

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 Schmitz Insurance, LLC 7153 State Highway 42 57 Sturgeon Bay WI 54235-9490	CONTACT NAME: PHILIP J SCHMITZ PHONE (A/C, No, Ext): 920-473-4400 E-MAIL ADDRESS: Phil@SchmitzInsurance.com FAX (A/C, No): 8153019066 INSURER(S) AFFORDING COVERAGE INSURER A: West Bend - NSI INSURER B: Travelers Indemnity Company of Connecticut INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Sturgeon Bay Visitor & Convention Bureau, Inc. Destination Sturgeon Bay 36 S 3rd Avenue Sturgeon Bay WI 54235-2292	NAIC # 15350 25682

COVERAGES**CERTIFICATE NUMBER:** 20220617145451238**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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	A615463	07/18/2021	07/18/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	A615463	07/18/2021	07/18/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$	N	N	A629733	07/18/2021	07/18/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	UB5K77609A	05/11/2022	05/11/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)

Sidewalk Sales 7-28-22

CERTIFICATE HOLDER**CANCELLATION**City of Sturgeon Bay
Sidewalk Sales
421 Michigan St
Sturgeon Bay WI 54235

Fax: 920-746-2906

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

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

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the artist stipend in the amount of \$750 each for a total of two per year.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: June 28, 2022

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

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

RECOMMENDATION

TO FINANCE COMMITTEE:

We, the Joint Parks and Recreation Committee/Board, hereby recommend to Finance to research and review the recommendation from the Local Arts Board to approve paying a \$750 stipend to artists with art on loan to the City, and forward to Common Council.

Respectfully submitted,

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: May 25th, 2022

* * * * *

Moved by Alderperson _____, seconded by Alderperson

_____ that the said recommendation be adopted. _____

Passed by the Council on the _____ day of _____, 2021.

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.

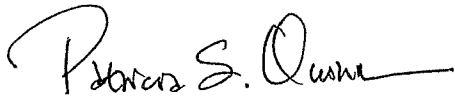
The Franke Park walkway has been closed to the public until further notice as it is unsafe. Plans to repair will need to be worked out as it is a DNR wetland.

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

CITY OF STURGEON BAY
LOCAL ARTS BOARD MEETING
Wednesday, May 11, 2022
Council Chambers, City Hall, 421 Michigan Street
8:30 A.M.

A meeting of the Local Arts Board was called to order at 8:30 A.M., by Chairperson/Ald. Helen Bacon in Council Chambers, City Hall, 421 Michigan Street.

Roll Call: Members present were Ald. Helen Bacon, Stephanie Trenchard, Margaret Lockwood and melaniejane. Claire Morkin was excused. Also present was Municipal Services Secretary Patty Quinn.

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

1. Roll Call
2. Adoption of the agenda
3. Review of Minutes from April 20, 2022
4. Chair's report
5. Public comment on agenda items
6. Discussion on planning a possible mural event/festival with artist Claire Erickson
7. Discussion on a call for artists in Green Bay
8. Consideration for approval to pay \$750 in stipends to artists with art on loan to the City
9. Consideration for approval to pay a \$750 stipend to artist Steven Haas for "Crosswind Approach"
10. Adjourn

All in favor. Carried.

Review of Minutes from April 20, 2022: No comments.

Chair's report: Sea Grant Mural – Ms. Lockwood and Ms. Trenchard will be part of the five-person selection committee and Jennifer Smith from the Sea Grant has sent out dates for this committee to meet. There are five applicants thus far and the last date to apply is May 15th.

Emily LaBonte is heading up the community participation mural to honor the Granary. The back wall of Bayside Bargains has been selected and hopes to wrap the design around the corner. Destination Sturgeon Bay is assisting and a date of July 28th was chosen and coincides with the City's Sidewalk Sales Day. Ms. LaBonte is playing with designs and will update Ald. Bacon once she has completed the final design.

There are three city dedications taking place this spring and summer and the first will be the Westside Waterfront on May 21st at 10 A.M. The next will be Graham Park and the water feature "Confluence" by Rob Soukup and will be held June 3rd at 11 A.M. The third dedication is for Woolly Mammoth at Bay View Park. A date has not been set yet but the artist and the Ice Age Trail people will be kept in the loop so that they can attend.

There is momentum for the purchase of Steven Haas' Crosswind Approach so that it can permanently remain on the waterside walkway in front of Stone Harbor. Information was provided on who is handling donations for that purchase.

It was brought to the attention of the LAB that the Steel Bridge Creative Foundation could potentially be used for grants and pass-through donations.

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

Discussion on planning a possible mural event/festival with artist Claire Erickson: Ms. Erickson provided some background on how the Green Bay/Broadway Avenue event came to be and explained how artists were matched up to the walls of those businesses wishing to participate. Expectations by the business owners were described and she gave details on the length of the event, how supplies were obtained and how artists were compensated. A committee will be formed to plan such an event for the City and will include Ms. Erickson.

Discussion on a call for artists in Green Bay: Copies of Green Bay's Rotating Art Program were distributed to all that included the guidelines and the application. Interesting aspects of the application were discussed. The LAB members felt that they wanted to hold off on this kind of program for now.

Other possible sites for displaying loaned art that may be available around the City were brought up and some ideas on planning were discussed.

Consideration for approval to pay \$750 in stipends to artists with art on loan to the City: A motion was made by Ms. Lockwood, and seconded by Ms. melaniejane, for the approval to pay \$750 in stipends with art on loan to the City.

All in favor. Carried.

A recommendation for this approval will next go to the Joint Parks and Recreation Committee/Board for their approval.

Consideration for approval to pay a \$750 stipend to artist Steven Haas for "Crosswind Approach": A motion was made by Ms. Trenchard, and seconded by Ms. melaniejane, for the approval to pay a \$750 stipend to artist Steven Haas for "Crosswind Approach".

All in favor. Carried.

A recommendation for this approval will next go to the Joint Parks and Recreation Committee/Board for their approval.

Possible Items for next month's agenda:

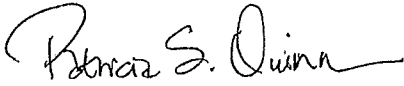
- Invite the City's Planning/Zoning Administrator, Christopher Sullivan-Robinson, to the next meeting to help the board in understanding any ordinances surrounding murals.

Next Meeting Date: Wednesday, June 15, 2022 @ 8:30 A.M. – Council Chambers, City Hall.

Motion to adjourn by Ms. Trenchard and seconded by Ms. Lockwood.

All in favor. Carried. Meeting adjourned at 9:35 A.M.

Respectfully submitted,

A handwritten signature in cursive script, reading "Patricia S. Quinn". The signature is written in dark ink and is positioned above the printed name.

Patricia S. Quinn

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

We, the Finance/Purchasing & Building Committee, hereby recommend to approve a \$750 stipend payment to Steven Haas for "Crosswind Approach" from the 2023 budget. Carried.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: June 28, 2022

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

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

RECOMMENDATION

TO FINANCE COMMITTEE:

We, the Joint Parks and Recreation Committee/Board, hereby recommend to Finance to research and review the recommendation from the Local Arts Board to approve paying a \$750 stipend to artist Steven Haas for "Crosswind Approach", and forward to Common Council.

Respectfully submitted,

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: May 25th, 2022

* * * * *

Moved by Alderperson _____, seconded by Alderperson

_____ that the said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2021.

CITY OF STURGEON BAY
LOCAL ARTS BOARD MEETING
Wednesday, May 11, 2022
Council Chambers, City Hall, 421 Michigan Street
8:30 A.M.

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Roll Call: Members present were Ald. Helen Bacon, Stephanie Trenchard, Margaret Lockwood and melaniejane. Claire Morkin was excused. Also present was Municipal Services Secretary Patty Quinn.

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

1. Roll Call
2. Adoption of the agenda
3. Review of Minutes from April 20, 2022
4. Chair's report
5. Public comment on agenda items
6. Discussion on planning a possible mural event/festival with artist Claire Erickson
7. Discussion on a call for artists in Green Bay
8. Consideration for approval to pay \$750 in stipends to artists with art on loan to the City
9. Consideration for approval to pay a \$750 stipend to artist Steven Haas for "Crosswind Approach"
10. Adjourn

All in favor. Carried.

Review of Minutes from April 20, 2022: No comments.

Chair's report: Sea Grant Mural – Ms. Lockwood and Ms. Trenchard will be part of the five-person selection committee and Jennifer Smith from the Sea Grant has sent out dates for this committee to meet. There are five applicants thus far and the last date to apply is May 15th.

Emily LaBonte is heading up the community participation mural to honor the Granary. The back wall of Bayside Bargains has been selected and hopes to wrap the design around the corner. Destination Sturgeon Bay is assisting and a date of July 28th was chosen and coincides with the City's Sidewalk Sales Day. Ms. LaBonte is playing with designs and will update Ald. Bacon once she has completed the final design.

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Discussion on planning a possible mural event/festival with artist Claire Erickson: Ms. Erickson provided some background on how the Green Bay/Broadway Avenue event came to be and explained how artists were matched up to the walls of those businesses wishing to participate. Expectations by the business owners were described and she gave details on the length of the event, how supplies were obtained and how artists were compensated. A committee will be formed to plan such an event for the City and will include Ms. Erickson.

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Other possible sites for displaying loaned art that may be available around the City were brought up and some ideas on planning were discussed.

Consideration for approval to pay \$750 in stipends to artists with art on loan to the City: A motion was made by Ms. Lockwood, and seconded by Ms. melaniejane, for the approval to pay \$750 in stipends with art on loan to the City.

All in favor. Carried.

A recommendation for this approval will next go to the Joint Parks and Recreation Committee/Board for their approval.

Consideration for approval to pay a \$750 stipend to artist Steven Haas for "Crosswind Approach": A motion was made by Ms. Trenchard, and seconded by Ms. melaniejane, for the approval to pay a \$750 stipend to artist Steven Haas for "Crosswind Approach".

All in favor. Carried.

A recommendation for this approval will next go to the Joint Parks and Recreation Committee/Board for their approval.

Possible Items for next month's agenda:

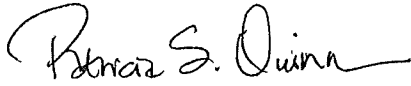
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Next Meeting Date: Wednesday, June 15, 2022 @ 8:30 A.M. – Council Chambers, City Hall.

Motion to adjourn by Ms. Trenchard and seconded by Ms. Lockwood.

All in favor. Carried. Meeting adjourned at 9:35 A.M.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Patricia S. Quinn", with a long horizontal flourish extending to the right.

Patricia S. Quinn

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.

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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
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3. Review of Minutes of April 27, 2022
4. Public Comment on Agenda Items
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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.

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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.

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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.

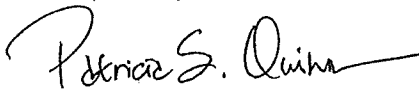
The Franke Park walkway has been closed to the public until further notice as it is unsafe. Plans to repair will need to be worked out as it is a DNR wetland.

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

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

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the agreement with Heartland Business Systems for technology services, transition and strategy planning and implementation.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: July 12, 2022

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

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

EXECUTIVE SUMMARY

TITLE: Bid for Technology Services

BACKGROUND: Dating back to 2008, the City has contracted with the County of Door for technical support services. Though it was a relationship that served both entities well for many years, in August of 2021 the County served notice to the City, as per the agreement, that they no longer wished to provide technical support services to the City. At that time, the entities agreed to a one-year extension of the contract in order to give the City time to find a new provider.

Though the contract for technical support with the County of Door will expire on December 31, 2022, components of the technology services the County currently provides to the City's protective services departments will remain in place along with the specialized protective service related software (ex. Spillman).

On May 17, 2022 the City issued a Request for Proposal for Technology Services and only Heartland Business Systems (HBS) responded. HBS is a highly regarded firm in both the public and private sector. The County of Door currently works with HBS and IS staff was pleased to see their bid.

If Heartland Business System's proposal is accepted by the Council, they propose a 5-phase approach for the transition. The first phase includes an IT Synergy Workshop consisting of interviews with City staff to determine the City's needs and goals which will then help HBS propose a more solid strategy for the transition process. I mention this for two reasons, first because it is at this point the City will be able to more finely tune future budget numbers. But, for starters, you can expect to see a 43% increase in the City's computer budget for 2023. Secondly, because if HBS's bid is accepted, funds for the Synergy Workshop and other startup services will be expended in 2022 so that the City can begin the transition process before the contract with the County expires on December 31, 2022. There are some funds available in the 2022 computer budget to help offset the aforementioned costs but know that it will be tight and availability will depend on whether or not the City can defer some of the planned computer and computer equipment purchases until 2023.

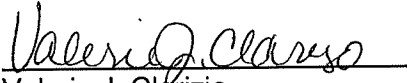
FISCAL IMPACT: The fiscal impact to the City for 2022 will be \$0 because we can reallocate current computer budgetary dollars. The fiscal impact for 2023 is a \$60,000 increase to the current computer budget for a total projected 2023 budget in the amount of \$200,000.

OPTIONS: Accept or reject the bid from Heartland Business Systems.

RECOMMENDATION:

Accept the bid from Heartland Business Systems for Technology Services, transition and strategy planning, and implementation.

PREPARED BY:


Valerie J. Clarizio
Finance Director/City Treasurer

7/7/22
Date

REVIEWED BY:


Joshua J. Van Lieshout
City Administrator

7/7/22
Date

Response to Technology Services: Transition Planning and Strategy Request for Proposal

Prepared for
The City of Sturgeon Bay



June 6, 2022

Prepared by:

Heartland Business Systems
Joanna L. Thoms - Solutions Consultant
Email: teamthoms@hbs.net
Phone: 920.585.3995

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Confidentiality

This RFP response contains confidential and proprietary information of Heartland Business Systems (Heartland). The City of Sturgeon Bay (The City) may not disclose the confidential information contained herein to any third party without the written consent of Heartland, save that The City may disclose the contents of this response to those of its agents, principals, representatives, consultants or employees who need to know its contents for the purpose of The City's evaluation of the response. The City agrees to inform such persons of the confidential nature of this document and to obtain their agreement to preserve its confidentiality to the same extent as The City. As a condition of this receiving this document, The City agrees to treat the confidential information contained herein with at least the same level of care as it takes with respect to its own confidential information, but in no event with less than reasonable care. This confidentiality statement shall be binding on the parties for a period of five (5) years from the issue date stated on the front cover unless superseded by confidentiality provisions detailed in a subsequent agreement.

Profile Information

The undersigned, on behalf of the Heartland Business Systems (Heartland or HBS), certifies: (1) this offer is made without previous understanding, conflict of interest, agreement or connection with any person, firm, or corporation making a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered; and, (4) they have read the complete Request for Proposal and understand all provisions and fully understand the local conditions affecting the cost of the work.

FIRM'S SIGNATURE & INFORMATION:

Company Legal Name:

Heartland Business Systems, LLC

Complete Address, City, ST, Zip:

PO Box 347

1700 Stephen Drive, Little Chute, WI 54140

Bidders Authorized Name & Title (Type or Print):

Jon Groh, Staff Attorney

Authorized Signature:



Phone # & Fax#:

Phone: 920.788.7720 Fax: 920.788.7739

Date:

June 6, 2022

E-mail address:

legal@hbs.net

Website:

www.hbs.net

Length of Time in Business:

30 years

Number of Clients:

Over 15,000

Number of Municipal Clients

Approximately 1,500

Contact Person:

Joanna L. Thoms, Solutions Consultant

Email: teamthoms@hbs.net

Mobile: 920.585.3995

The HBS Team

Solutions Consultants ~ 65

Customer Experience Reps ~ 75

Engineers/Programmers/Business Analysts/Technicians
~ 280

Back Office and Support ~ 75

Office Location to Service the City of Sturgeon Bay

Little Chute, Wisconsin (Although, we are able to pull
resources from any of our 11 locations via remote
technologies)

Executive Summary

June 6, 2022

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

Ms. Reinhardt:

Heartland Business Systems (Heartland or HBS), a subsidiary of Heartland Technology Group, is a debt-free, privately held corporation that has been headquartered in Little Chute, Wisconsin since its inception in 1992. Heartland provides technology consulting and solutions to corporate, healthcare, education, government, and not-for-profit organizations, and employs over 500 people throughout Wisconsin, Illinois, Iowa, Minnesota, Nebraska, Missouri, Arkansas, and Arizona.

HBS Technical Expertise

SERVICES



MANAGED SERVICES

IT Help Desk
Managed Collaboration
Managed Firewall
Network Monitoring
Server Monitoring
Backup Monitoring



PROFESSIONAL SERVICES

Virtual CIO
Business Consulting

SOLUTIONS



BUSINESS APPLICATIONS

BUSINESS PRODUCTIVITY

Dynamics 365
Microsoft Teams
Office 365
SharePoint

ERP CONSULTING

Dynamics GP

DATA ANALYTICS & BUSINESS INTELLIGENCE

Dashboard in a Day
Power BI Jumpstart
Power BI Showcase

DATABASE MANAGEMENT

SQL Health Check
SQL Monitoring

APPLICATION DEVELOPMENT

Custom Application Development
IoT Development
Mobile Application Development
Website & Web Application Development

DOCUMENT IMAGING

Document and Check Scanners
Document Management Software
Imaging Services and Process



COLLABORATION

AUDIO VISUAL

Enterprise Video Conferencing
Distance Learning
Digital Signage
Mass Notification Systems
Entertainment Systems
Audio Solutions

MANAGED COLLABORATION

UNIFIED COMMUNICATIONS

VOICE OVER IP

WEBEX MEETINGS

WEBEX TEAMS

MICROSOFT TEAMS



CYBERSECURITY

ASSESSMENTS & COMPLIANCE

Penetration Testing
Policies & Procedures
Risk Management
Security Awareness & Training
Vulnerability Assessments

DATA PROTECTION

Backup & Replication
Cloud Security
Disaster Recovery
Email Security
Malware Protection
Firewalls
Multi-Factor Authentication



INFRASTRUCTURE

CLOUD

Colocation
HBS Cloud Services
Hybrid Cloud
Infrastructure as a Service (IaaS)
Private Cloud
Public Cloud

CABLING

Fiber Optic Cabling
Structured Cabling

DATA CENTER

Hyperconverged
Active Directory
Exchange
Storage
Servers
Virtualization

NETWORKING

Enterprise Mobility
SD-WAN
Wireless Solutions

PHYSICAL SECURITY

Badging & Identification
Door Access Control
Mass Notification Systems
Video Intercoms
Video Surveillance

HARDWARE & DEVICES

Electronic Recycling

We are honored to provide a response in complete acceptance of the specifications, and terms and conditions contained in the City of Sturgeon Bay's (the City) Technology Services Request for Proposal dated May 17, 2022.

Recent Awards and Achievements



It is Heartland's understanding that the City currently receives IT support from Door County's (the County) Technology Services team through shared technologies and human resources. Should Heartland be awarded this RFP opportunity, we would initially step into the shoes of the County's IT team members' in supporting the City's day-to-day IT-related requirements while co-developing a City-County segmentation strategy. Our tenured partnership (15+ years) with the County's Technology Services team allows for unprecedented and unique insights into what technologies are already in place, as well as a stable trust-level by Jason Rouer and his team. Having these strategic planning and support necessities solidified from day-one provide both a cost and time savings for the City.

Throughout the RFP, various service scopes are itemized. For presentation simplification, we have placed them all in one of two categories:

- 1) Day-to-Day / Ongoing Support
- 2) Strategic Planning

The following will explain how HBS is able to customize our offerings to meet the specific scope of services outlined in the RFP.

It is our recommendation that Heartland, the City, and Door County IT all meet prior to contract signature to ensure all aspects of the RFP are addressed as desired. One exception of costs excluded are consumables such as printer toner cartridges and break-fix components, as well as any other hardware that would need replacement.

Heartland would be honored to partner with the City on this initiative.

Day-to-Day / Ongoing Support

Day-to-Day / Ongoing support can be categorized by questions, issues, and situations that arise typically from the ground up, or the end-user level up. For example, an end-user is unable to print or needs a file restored from backup; patches and firmware updates; help desk support calls; preventative maintenance; etc. These tasks and responsibilities are handled through Heartland's customizable managed services offerings. At the core of the proposed managed services is an IT management software called Connectwise.

Heartland is proposing the use of Connectwise for:

- Helpdesk Support and Issue Ticketing
- Remote Support Agent
 - Appears as the Heartland logo on the end-users' desktops to open a helpdesk ticket
 - Allows quick, remote access for Heartland technicians and engineers
- Desktop Patch Management
- Asset, Licensing, and Warranty Data for Lifecycle Management
- Monitoring and management of 16 network devices (2 x Cisco ISR4321 voice routers and 14 Cisco switches)

Regarding the software applications in use (such as MSI Financial, Spillman, Arbitrator...), it is Heartland's assumption that the City (or County) has software support subscriptions for these applications. Even though our engineering resources have had exposure to the software applications mentioned in the RFP, there may very well be instances when our engineering resources will need to reach out to a respective application publisher and can only do so if a support contract is in place between the City/County and said publisher.

Support Team

The success of day-to-day / ongoing support is all about the team. The City would have a dedicated consulting team consisting of:

- Public Sector / SLED Sales Team
 - Josh Streich - General Manager
 - Joanna Thoms – Solutions Consultant
 - Brent Haack – Customer Experience Representative
 - TBD (Starting late June 2022) - Customer Experience Representative
 - Liliana Randel – Renewals Specialist
- Engineers / Technicians
 - Tim Ste. Marie – Lead Network/Systems Engineer (Tier 4 - Tim also supports Door County)
 - Karen Pick – Lead Voice Engineer (Tier 4 – Karen also supports Door County)
 - Access to over 250 other technicians, engineers, programmers, business analysts
 - Helpdesk Technicians
- 24 x 7 Service Dispatch Team
 - For times outside of normal business hours (7:00-5:30pm), you would have access to our service dispatch by calling a toll-free number which then pages one of our engineers. You will receive a call back within 30 minutes. If the engineer carrying the pager is unable to assist with the issue at hand, s/he will reach out to your lead engineer on your behalf.

Should Heartland be awarded this partnership with the City, emails and cell phone numbers for those people noted above.

The included data sheets at the end of this document provide details about our proposed (and optional) managed services.

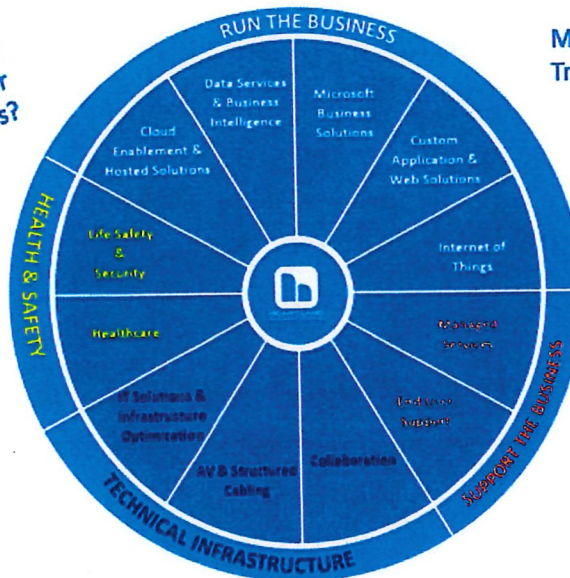
Strategic Planning

The focus of strategic planning is on the future of the City's technology and your digital transformation. The priority initiative is the segmentation of the City's IT environment from the County's where deemed appropriate and feasible. Heartland has a tried-and-true approach to developing the necessary phases to reach such a goal: IT Synergy Workshop.

Digital Transformation Considerations

How can technology/data visualization support your mission, vision, and goals?

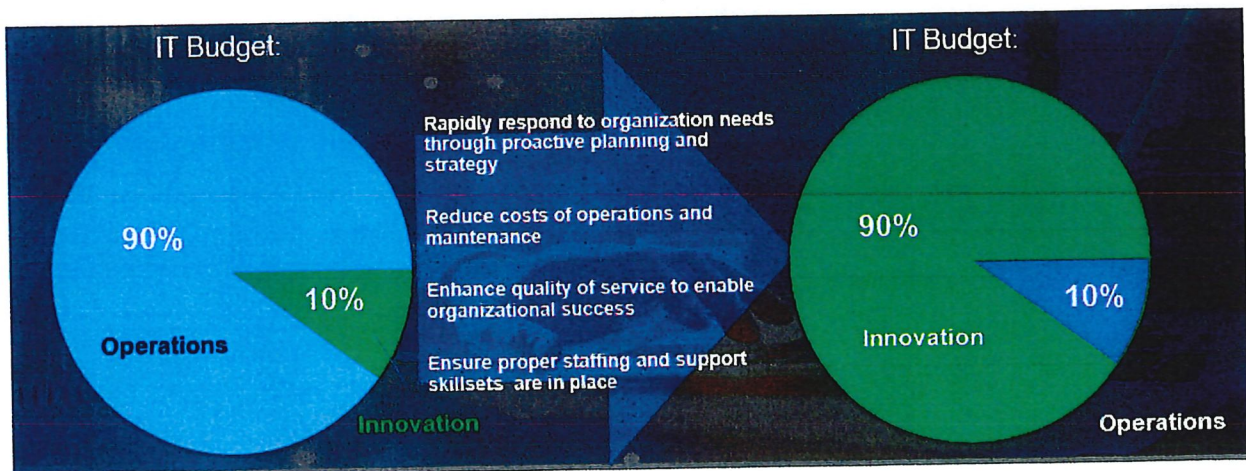
Management of all digital governance, compliance, PCI, security, and authentication functions



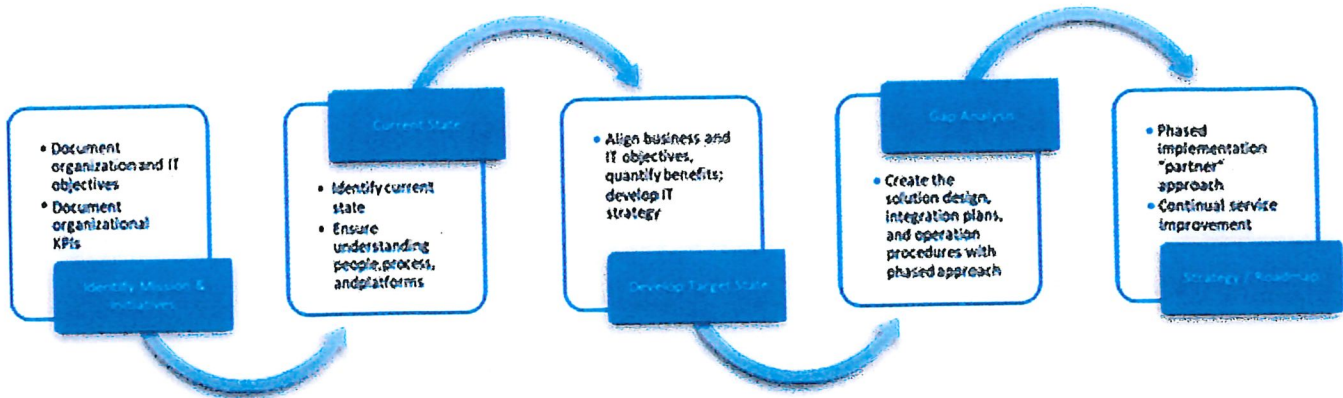
Manage the Vision of Digital Transformation Roadmap

- o Wired & Wireless Infrastructure
- o Applications
- o Technology Integration
- o Cyber Security
- o Data Security and Connection Requirements
- o Unified Communications
- o Manage Licensing Requirements
- o ROI and Transition Service Functions

Peter Helander, our CEO, has stated, "IT budgets must transition from Cost Center to Innovation Center."



As we step through the IT Synergy Workshop process, these philosophies will be kept in the forefront of the digital transformation migration strategy. The IT Synergy Workshop process consists of five (5) phases that assess current state and mission/vision, desired future state, and a gap analysis culminating in a co-authored roadmap.



This is done through interviews with various City stakeholders, the use of customized technology assessment tools, and Heartland's firsthand experiences and exposures with other government entities like the City of Sturgeon Bay.

Engagement Protocols

As mentioned earlier, the City will have an assigned, dedicated Sales and Engineering team. You will be provided their individual contact details including email addresses and cell phone numbers. Here is our service engagement process:

Service Engagement Process

During normal business hours (7:30am-5:30pm) and non-critical/emergency requests:

- 1) Email teamthoms@hbs.net or service@hbs.net. From there, we (Joanna and inside team members) will triage the request to determine if:
 - HelpDesk can assist
 - Engineering resource should be scheduled
 - TeamThoms can complete request

Someone from TeamThoms or Service Dispatch will respond to the email with the chosen path and next steps.

- 2) Call or text (texting is most optimal) Joanna Thoms – 920.585.3995

After-hours and/or critical/emergency situations:

- 1) Call our 24x7 Service Dispatch at 800-236-7914 (or 920.788.7720) – Option #5
 - a. After-hours, one of our 250+ engineers has a pager and will respond within 30 minutes. If they are unable to assist, s/he will reach out to your assigned lead engineer.
- 2) Call or text Joanna Thoms at 920.585.3995
- 3) Call or text your assigned lead engineer

Escalation Process

Heartland extends transparency and access to all personnel all the way up to our CEO, Peter Helander. Should an issue arise that is not being met to the satisfaction of the City (whether it be service or sales related), it is best to start with your lead Solutions Consultant. From there, you would connect with your dedicated General Manager. Of course, our Vice President of Sales and CEO are also available to you.

References

- **Door County**
 - Name: Jason Rouer, Technology Services Director
 - Address: 421 Nebraska Street, Sturgeon Bay, WI 54235
 - Email: jrouer@co.door.wi.us
 - Phone: 920.746.5983
- **Columbia County**
 - Name: Dave Drews, Director of Information Technology
 - Address: 112 East Edgewater Street, Portage, WI 53901
 - Email: david.drews@co.columbia.wi.us
 - Phone: 608.742.9815
- **City of Neenah**
 - Name: Joe Wenninger, Information Systems Director
 - Address: 211 Walnut Street, Neenah, WI 54956
 - Email: jwenninger@ci.neenah.wi.us
 - Phone: 920.886.6174

Summary

Heartland Business Systems is pleased to provide the City of Sturgeon Bay this Technology Services RFP response. HBS is solidly positioned to provide managed and strategic technology services as outlined in the RFP. The services being requested are core to our business. Additionally, given our tenured relationship with Door County Information Services we are able to offer a trust factor with the Door County IS team and an integral understanding of their technology environment. This trust and knowledge only benefits the City as we would plan to segment off the County's network and systems.

Through the use of Heartland's IT Synergy Workshop, we will begin the digital transformation process of documenting the City's current state, determine the desired future state, provide a gap analysis between the two, and co-author a transformative roadmap.

In closing, one key factor to bring to the forefront is by partnering with Heartland, the City will have over 250 technical resources at your disposal that are truly second to none. Our goal is one of long-term relationships and we look forward to being able to start one with The City of Sturgeon Bay.

Investment Summary and Data Sheets

See following pages for investment summary details and managed services data sheets.

Technology Services RFP

Quote #278990 v1

Prepared For:
City of Sturgeon Bay

 Stephanie Reinhardt
 421 Michigan St
 Sturgeon Bay, WI 54235-2217

P: (920) 746-2405

E: vclarizio@sturgeonbaywi.org

Prepared By:
Heartland Business Systems

 Joanna Thoms
 1700 Stephen Street
 Little Chute, WI 54140

P: (920) 585-3995

E: jthoms@hbs.net

Date Issued:
06.06.2022
Expires:
07.29.2022

Monthly Recurring Services		Recurring	Qty	Ext. Recurring
DC-MSP-BASIC	Managed Desktop Basic Managed Desktop Basic - Includes Remote Support Agent, Windows Based Automated Patch Management, Asset & Life-cycle Management, access to HBS Helpdesk All support requests to be billed hourly based on the attached tiered rate structure. Time billed in 15 minute increments	\$12.95	66	\$854.70
DC-MON-LM-ADV	HBS LM Monitoring Advanced - Per Network Device 24x7 Advanced Network and Server Monitoring. Includes Access to HBS's Monitoring Dashboards. Qty 1 needed per monitored IP Address including: Hypervisor, Server Host, iLo, iDRAC, Virtual Machine, Switch, Router, Firewall, or Wireless Controller. Requires customer provided Windows Server OS for Onsite monitoring collector installation. <ul style="list-style-type: none"> 2 x Cisco ISR4321 Voice Routers 14 x Cisco Switches 	\$30.00	16	\$480.00
HBS-FLEX-SERVICES	HBSFLEX Services Retainer Flexible Services Monthly Retainer- Pre-paid block of services to be utilized on a consumption basis. This is an estimate only. Unused funds rollover monthly. Overages would be billed on a time and materials rate as noted on the included "HBSFLEX 2022 Service Schedule". Monthly estimate of services are: <ul style="list-style-type: none"> 20 Hours at Tier 4 @ \$195/hr - Enterprise/Collaboration Engineer (Sr. Network/Systems/Voice Engineer) 40 Hours at Tier 1 @ \$108/hr - Help Desk Technician Other resources such as cabling technicians, mid-level engineers, etc. are also available resources. See included "HBSFLEX 2022 Service Schedule" for tiered hourly rates. These rates are discounted off of our standard hourly rates. This amount can be altered as actual usage is determined over time.	\$8,220.00	1	\$8,220.00
Recurring Subtotal				\$9,554.70

Onboarding & One Time Services		Price	Qty	Ext. Price
DC-MSP-BASIC-ONB	Managed Desktop Basic Onboarding Managed Desktop Basic Onboarding	\$20.00	66	\$1,320.00
DC-MON-ONB	Monitoring-Onboarding(Server or Network) Monitoring Onboarding (Per Unit) for Servers and Advanced Network Devices	\$30.00	16	\$480.00

Onboarding & One Time Services		Price	Qty	Ext. Price
HBS-FF-PROJECT	IT Synergy Workshop Heartland Business Systems - IT Synergy Strategy Information technology (IT) infrastructures of tomorrow need to promote value and innovation in the organization. Technology can no longer be considered a support function. Instead, it must contribute directly to business value by driving innovation, growth and organizational achievement. Moving IT from a cost center to a value/innovation center is critical for most organizations' successes, and requires operational efficiency, architectural best practices, and organization mission alignment. Heartland's IT Synergy Workshop is an advisory service that incorporates a detailed review of the current and desired/future state of your applications, operating model, IT services strategy, and IT infrastructure. This industry leading approach can efficiently identify key elements to advance the technology operation to promote innovation and operational efficiency. IT Synergy: "An increase in the value of the organization as a result of IT alignment with the organization's mission." IT Synergy Process: <ul style="list-style-type: none"> • Identify Mission and Initiatives • One on One Interviews with Organizational Stakeholders • Detailed Inventory of Current Environment • Document Current State • Develop Target State • Gap Analysis • Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis of IT Operation, Infrastructure, and Staffing/Support • Execution Strategy/Roadmap Workshop Highlights: <ul style="list-style-type: none"> • Establishes IT as a driver of business value rather than a support function • Clarifies and defines the future of your IT strategy, providing a foundation for short and long-term decision making and strategy development • Identifies areas in which IT is not aligned with the direction of the business and sets a baseline for continuing evaluation of the relationship between business priorities and IT delivery • Provides insight into current allocation of staff, budget and valuable analysis quickly with low impact on resources • Assesses IT effectiveness and pinpoints areas in need of attention • Helps to focus your resources on strategic, differentiating activities • Provides new insights by modeling scenarios with actual data-in real time • Creates consensus among key decision makers 	\$15,000.00	1	\$15,000.00
Subtotal				\$16,800.00

Options		* Optional	Recurring	Qty	Ext. Recurring
DC-MSP-SERVER-BASIC	Managed Services Basic - Server Managed Server - Includes Remote Support Agent, Anti-Virus, Windows Base Automated Patch Management Windows OS, Disk Cleanup, Monitoring. For virtual machines monitors guest VM only. If hardware monitoring is desired add DC-MON-LM-ADV.		\$59.95	1	\$59.95
* Optional Recurring Subtotal					\$59.95

Quote Summary		Recurring	One-Time
Monthly Recurring Services		\$9,554.70	\$0.00
Onboarding & One Time Services		\$0.00	\$16,800.00
Total:		\$9,554.70	\$16,800.00
*Optional Expenses			Recurring
Options			\$59.95

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid

HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2018.v2.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. QT.2021.v1.0

Acceptance**Heartland Business Systems****City of Sturgeon Bay**

Joanna Thoms

Signature / Name

06/06/2022

Date

Signature / Name

Initials

Date

HBSFLEX 2022 Service Schedule

SCHEDULE to the Service Agreement ("Agreement") between Heartland Business Systems, a Wisconsin limited liability company, hereafter called (Heartland) and City of Sturgeon Bay (Customer). Heartland and Customer (hereafter called PARTIES) agree as follows:

1. The terms of this SCHEDULE shall govern in the event of a conflict between the terms of the Agreement and the terms of this SCHEDULE.
2. **Pricing.** Customer agrees to pay Heartland based upon the hourly rates described below. Pricing does not include applicable sales tax which will be charged at time of invoicing.
3. **Travel.** Travel will be billed to customer at below rates based on one way travel from closest Heartland office.
4. **Prepayment.** HBSFLEX Volume Service Pricing is available only for prepaid service blocks.
5. **Expiration.** HBSFLEX Agreements will expire 18 months from date of purchase.
6. **Additions.** Should this quote be an addition or conversion of an existing agreement, Rate schedule below will apply to all funds.

HOURLY SERVICES BILLING SCHEDULE (time is billed in 15 minute increments)

Engineer Work Role	Prepaid Block Hourly Rate
Project Coordinator	\$55
Structured Cabling	\$80
AV Tech	\$108
Help Desk	
Break-Fix	
ESRM Coordinator	
Point of Sale	
Collaboration I	
Infosec Coordinator I	
Physical Security Engineer	
AV Engineer 2	\$144
Cabling 2	
Network Operations Center 2	
Mitel Engineer 2	
SMB Engineer	
HBS Data Center	
Collaboration 2	
Cloud Engineer 2	
Imaging Technician 2	
O365/SharePoint 2	
CRM 2	
Network Engineer 2	
Systems Engineer 2	
Physical Security Engineer 2	
Project Coordinator/Manager 2	
Cabling Project Manager 2	
AV Engineer 3	\$175
Network Engineer 3	
Systems Engineer 3	
Collaboration 3	
Collaboration Project Manager 3	
Cloud Engineer 3	
Mitel Engineer 3	
Physical Security Engineer 3	
Apps/Business Consulting 3	
Imaging Engineer 3	
O365/SharePoint 3	
CRM 3	
Project Manager 3	
Infosec Consultant 3	
Network Operations Center 3	
Websites/Kentico	
Custom Development	
ERP/Dynamics GP 4	\$195
Network Engineer 4	
Systems Engineer 4	
Collaboration 4	
Cloud Architect 4	
BI/Data Analytics/SQL 4	
CRM 4	
Project Manager 4	
Applications Architect 5	\$222
Systems Architect 5	
Cloud Architect 5	
CRM 5	

ERP/Dynamics GP 5	
Infosec Consultant 6	\$240
Infosec Consultant - Applications	
Infosec Consultant 7	\$275
On Call Pager	\$200
After Hours Rate	1.5x Base Rate
- Before 8am or after 5pm CST	
- Weekends & Company Recognized Holidays	

Managed Services Agreement

THIS AGREEMENT is entered into between Heartland Business Systems, LLC, a Wisconsin limited liability company ("Provider"), with its principal offices located at 1700 Stephen Street, Little Chute, WI 54140, and City of Sturgeon Bay ("Customer").

The terms of this Agreement include Provider's Standard Terms and Conditions located at <http://www.hbs.net/standard-terms-and-conditions> ("ST&C"). Should any term contained in this Agreement directly conflict with any term in the ST&C, this Agreement shall control.

ARTICLE I

CUSTOMER REQUIREMENTS, LIMITATIONS AND ASSUMPTIONS

In order to perform the Services described herein, Customer agrees to provide to Provider the following:

- A. Access. Remote access to Customer's network, and for any required on-site Services, physical access to Customer's facilities and network (collectively, the "Customer Environment") to provide the Services described herein. Additional requirements regarding access are provided within this Agreement.
- B. Internet. Customer will provide adequate bandwidth (including sufficiently low latency and packet loss) for connectivity to the Internet.
- C. Hardware. Customer agrees that it will have industry standard server, routing and firewall appliances and that such appliances have up-to-date manufacturer warranties and further authorizes Provider, as a consultant, to contact these manufacturers on behalf of Customer for support if needed. Remediation of hardware failures of Customer-owned equipment will be handled on a time and materials ("T&M") basis.
- D. Software. Customer represents and warrants that all Customer-provided software licensing shall be genuine and that its support agreements are up-to-date, and hereby authorizes Provider to contact these software vendors on behalf of Customer for support if needed in accordance with the provision of Services described herein.
- E. Data Security and Protection. Customer represents and warrants that the Customer Environment is protected by industry standard security and virus protection software.
- F. Proper Backup. Customer warrants and represents to Provider that Customer's data and system has been properly backed up prior to the commencement of any services provided by Provider and understands that the Provider shall have no liability whatsoever, under any circumstances, for any damages that Customer suffers from Customer's failure to backup data.

G. Existing Environment Suitability Requirements. In order for the Customer's existing environment to qualify for managed services, all equipment (PC's, Laptops, Servers, Switches, Routers, Firewalls, Wireless controllers) must be running currently supported software versions as approved by the manufacturer. All equipment must be newer than 3 years old. Equipment that initially passes the minimum standard requirement for service can reveal itself to become chronically failing. Should this occur, while rare, Customer agrees to work constructively and positively with Provider

to replace such equipment through Provider.

H. Client Contact. Customer shall only have authorized personnel contact the Service Desk by phone, email, Customer portal, or computer agent, and Customer shall provide a complete description of the issue. Customer shall provide point of contact information (name, telephone number, email), be as clear as possible about the urgency of the case, and communicate issues within a reasonable time of becoming aware of the issue

I. Additional Fees. Additional time incurred by Provider as the result of Customer's failure to comply with its obligations in this Agreement will result in additional invoiced fees for such Services, which will be performed on a T&M basis

ARTICLE II

ADDITIONAL TERMS AND CONDITIONS

A. Invoicing and Payment Terms. Provider will invoice Customer as described in the attached Quote. Provider will invoice Customer monthly for the recurring costs as identified on the attached Quote. For monthly subscription-based licenses, Customer agrees to allow Provider to adjust billed quantities based on Customer's monthly consumption. Customer may also request adjustment to quantities needed on a monthly basis. It is understood that any and all services requested by Client that fall outside of the terms of this Agreement will be considered projects and will be billed as separate individual services. The parties agree that Provider shall have the right to update the pricing for this Agreement at any time by providing 30 days prior written notice to Customer.

B. Failure to Pay. Any invoice, whether for this Agreement or any other products or services provided by Provider, remaining unpaid after its due date shall be grounds for Provider to immediately withhold any Services covered by this Agreement or any other services, and shall be a default. In the event of a default, Provider shall have the right, prior to providing any notice of default, to accelerate the payment of all amounts owed by Customer, which shall become immediately due and payable without notice or demand. If Provider institutes collection procedures to recover any amount, Customer shall pay all expenses of collection and all reasonable attorneys' fees and costs incurred by Provider.

C. Travel Expenses. Provider will invoice Customer for reasonable travel expenses including mileage at the IRS standard mileage rate. All time that Provider spends travelling will be applied to the monthly "Managed Services" as identified on the attached Quote.

D. Telco Fees. Services performed by Provider on the Customer's behalf for issues related to or caused by the Customer's telephone and communications Providers and related circuitry will be billed on a T&M basis at the Network Support rate as indicated in the attached quote.

E. Term. The term of this Agreement shall commence on the Agreement Effective Date and shall continue each month until terminated pursuant to the following section.

F. Termination by Either Party. In the event that the attached Quote contains a specific initial term, the Customer shall not have the right to terminate this Agreement during such term. This Agreement shall remain in effect following the expiration of such term, and either party shall have the right to terminate this Agreement on or after the expiration of such term by providing at least 60 days' prior written notice to the other party, provided that if the termination date would fall on a day other than the last day of the month, the termination shall be effective as of the last day of that month. In the event that the attached Quote does not contain a specific initial term, either party shall have the right to terminate this Agreement at any time by providing at least 60 days' prior written notice to the other party, provided that if the termination date would fall on a day other than the last day of the month, the termination shall be effective as of the last day of that month.

G. Termination for Breach. In the event of a default by one party, the non-defaulting party may provide written notice

of the default and may terminate this Agreement at any time following the expiration of a reasonable opportunity to cure such default; provided that, if the defaulting party has cured the default prior to the expiration of such cure period, this Agreement shall remain in effect. For purposes of this Agreement, a "reasonable opportunity to cure" shall be ten (10) days for a monetary or payment default and thirty (30) days for a non-monetary or non-payment default. In the event of a subsequent default of any type, the non-defaulting party may immediately terminate this Agreement without any notice or opportunity to cure. Furthermore, in the event of a default by Customer, Provider shall not be required to provide any additional services of any type, including but not limited to the transferring, providing or copying of any data, unless Customer has first paid all amounts owed to Provider and the amount charged by Provider for such additional services.

H. Payment Upon Termination. Upon termination, Customer shall remain responsible for, and shall be obligated to pay Provider for all fees associated with Provider's performance of the Services prior to the effective date of termination. Customer shall also remain responsible for any outstanding annual fees amortized in this Agreement. Such fee could include but are not limited to Manufacturer Software Assurance, Outsourced Monitoring Fees, Right to Use Software Licensing. The Customer agrees and acknowledges that early termination of this Agreement may cause Provider to incur various additional costs. In the event that the Customer terminates this Agreement early for any reason whatsoever, the Customer agrees to immediately pay the following amount to Provider: all early termination expenses that Provider is charged by its applicable vendors and suppliers.

I. Indemnification. Customer shall indemnify and hold harmless Provider from any and all damages, claims, actions, investigations, proceedings, losses, costs, and other related expenses (including actual attorney fees) arising out of: (i) any material breach of this Agreement by Customer; or (ii) Customer's infringement, misappropriation, or violation of any trademark, service mark, trade name, copyrighted or patented material, or other intellectual property of Provider. The indemnification rights granted hereby are independent of, and in addition to, such rights and remedies as either party may have at law or in equity, or otherwise, including the right to seek specific performance, rescission, or restitution.

J. Limitation of Liability. Provider warrants that its Services will be in substantial conformance with this Agreement and any attached documents. Aside from the foregoing, Provider makes no further warranties or representations. Except as specifically provided in this Agreement, Provider shall have no liability or responsibility to the Customer or to any other person, firm, or entity with respect to any liability, loss, or damage arising out of, or relating to, the operation or non-operation of the Services. Provider hereby specifically disclaims any and all warranties, whether express or implied, including, without limitation, warranties of merchantability or fitness for a particular purpose in connection with this Agreement or Provider's provision of, or failure to provide, the Services. The sole and entire maximum liability of Provider to the Customer for any and all proven loss, claim, damage or liability of any kind (including but not limited to contract or tort) with respect to all Services provided by Provider and any act or omission of Provider will consist of a duty to refund not more than the amounts actually paid by the Customer during the year preceding such loss, claim, damage or liability.

K. Service Operation Disclaimer. Customer grants Provider authorization to view any data within the regular routine of the repair or system improvement. Customer also authorizes Provider to reasonably delete, change, and or rewrite any necessary information to complete the system repair or improvement that is consistent with the standards and practices in the industry.

L. Notices. Any notice or other communication hereunder shall be in writing and shall be deemed to have been duly given (a) upon receipt (or refusal of receipt) if delivered personally, (b) when sent by electronic mail or facsimile transmission, (c) when sent by overnight courier service, (d) when mailed by first class mail, postage prepaid, or (e) when mailed by certified or registered mail, return receipt requested, with postage prepaid to the parties at the following addresses, or to such other address as a party may designate in writing:

If to Provider:

Heartland Business Systems, LLC

Attention: Legal Department

P.O. Box 347

Little Chute, WI 54140

If to Customer:

Address Specified in Quote

SCHEDULE A: SCOPE OF MANAGED SERVICES

The scope of managed services provided may vary dependent on the exact services purchases. The following scope of services may apply as follows:

Reporting, Management, and Tracking

Provider will provide monthly reports detailing:

- Service tickets-Opened, Resolved, In Progress
- Asset inventory under management
- Time usage for service tickets
- Monitored alerts for assets under management

Alert Notifications

When an alert is generated from Provider's monitoring platform, the Provider's Service Desk will receive the notification, contact the Customer based on the escalation policy defined during onboarding. Escalation could include phone call or email to Customer staff or Provider service personnel.

Diagnosis and Troubleshooting

Network diagnosis and support issues will be done remotely for all network devices covered with a managed services plan under this Agreement. Any remediation steps would be billed at the applicable hourly rate.

Customer agrees to allow Provider to install remote support agent on applicable devices so as to enable remote monitoring and Provider access to managed systems.

Additional Line of Business Application updates by Provider that are not listed in this Agreement will be subject to additional monthly fees

Patching

If Customer's Managed Service include patching of servers or workstations, patching will be automated and conducted on a scheduled basis via automated patching application. Patching includes various levels of security patches but does not include Windows feature pack updates.

Provider agrees to conduct patching only during approved patch window as designated by Customer during onboarding, unless otherwise agreed upon. Patching will be conducted on a best effort basis based on HBS recommended patching policies. Patch applications troubleshooting for specific devices would be billed additionally.

Manual patching of servers or applications is not included unless expressly written in attached quote.

Patching often requires systems to be rebooted. Automated reboots will take place during the patching window. Please make sure all documents are saved prior to scheduled patching window. Provider will not be held be liable for lost changes to open documents as a result of patching.

Billable Support

Support not covered by productized SKUs will be billable at applicable service rates based on engineering tiers. Examples of billable work by tier is as follows:

Helpdesk I

- End user desktop support
- End user VPN configuration
- Password resets
- Microsoft Office Suite
- Mobile device setup and configuration
- Printer troubleshooting
- Network drive mapping for end user device
- Office 365 User Administration
- Simple Active Directory, DNS, and DHCP administration
- Whitelist URL in firewall
- Spam filter administration
- Computer slowness troubleshooting
- End-User support in all basic software/hardware/3rd party software
- Spyware/Malware/Virus Removal (Non-Incident Response work - ESRM Team)
- Anything not defined in NOC II and NOC III

NOC II

- Simple Layer 2 configuration of network switches, routers, and firewalls (Assign VLAN)
- Advanced Active Directory, DNS, and DHCP administration
- Veeam administration (job configuration, failed backup troubleshooting, schedules, file/folder restore)
- Hypervisor administration (VMware, Hyper-V)
- Cisco Meraki troubleshooting
- Administration of specialized server roles and features (RDS, IIS)
- Print server configuration
- Troubleshoot SMB ISP issues

NOC III

- Advanced Layer 3 network troubleshooting
- Configuration and advanced troubleshooting of hypervisor
- VPN configuration on firewall or router
- Advanced backup recovery (restore full VMs and servers, GRT restores)
- Linux server troubleshooting and administration
- SAN troubleshooting and administration
- Add new network equipment to the existing infrastructure
- Creating VLANs, trunking, policies, routes, routing protocols, QoS, ACLs, link aggregation, and packet shaping.

- Wireless troubleshooting (Enterprise grade networking equipment)
- Consultative input regarding networking and systems
- Troubleshoot enterprise ISP issues

SCHEDULE B: PROVIDER STANDARD SLA

Helpdesk Schedule

Business Hours: Monday-Friday 7:00am – 6:00 pm CST, not including Holidays

After Hours: Engineers are on call 24x7.

Support Requests to be made by Customer via phone or email as noted below:

Helpdesk Phone Number: 1-877-212-2669

Helpdesk Email Address: hd@hbscloudservices.com

After hours rates apply for any work performed outside of business hours above. For after-hours/ emergency work you must call phone number above, leave a voicemail, and the on-call engineer will return your call promptly. Email tickets submitted after hours will be responded to the next business day.

The following response times apply to telephone calls, voice messages, or monitored alerts received by the Service Desk during normal business hours stated above. Problems reported by e-mail to the Service Desk, or cases created in the Customer Portal, will be responded to within 24 hours. Emergency tickets should always be called in to receive top priority.

Minimum .25 hours charged applied per support request at the appropriate support rate.

Priority	DEFINITION	Response Time	Resolution Time	Escalation Time
0	Urgent - Site down. Operation of a critical business system is stopped or severely restricted, stopping production or operations. No workaround is available.	1 hour	ASAP Best Effort	2 hour
1	High – Site at risk or performance severely degraded. Operation of a critical business system is stopped or severely restricted, but does not stop production or operations. No workarounds or short-term workarounds are available, but restricted operations can continue.	4 hours	ASAP Best Effort	8 hours
	Medium – Performance			

2	impaired. Problems that impair the operation of the Customer's existing system, yet most business operations remain functional. This can be a minor problem with no major effect on business operations, or a major problem where an acceptable workaround exists.	8 hours	ASAP Best Effort	24 hours
3	Low – General assistance. Business process can continue, one user affected. Information or assistance on product capabilities, installation, or configuration. There is minimal impact on business process	24 hours	ASAP Best Effort	72 hours

V2021.2

Data Center Agreement

Master Data Center Agreement

THIS AGREEMENT is entered into between Heartland Business Systems, LLC, a Wisconsin limited liability company ("Provider"), and City of Sturgeon Bay ("Customer"). The terms of this Agreement include Provider's Standard Terms and Conditions located at <http://www.hbs.net/standard-terms-and-conditions> ("ST&C"). Should any term contained in this Agreement directly conflict with any term in the ST&C, this Agreement shall control.

ARTICLE I

PROVISION OF SERVICES AND RELATED EQUIPMENT

A. Services. Provider shall provide to Customer those services (the "Services") specifically identified on the attached Quote. Unless Provider and Customer agree to the contrary, and such agreement is memorialized on the Quote, the transmission facilities through which Provider provides the Services to Customer need not be dedicated to the provision of Services exclusively to Customer; and Provider shall be entitled to utilize such facilities for the transmission of other data, or the provision of Services to other customers, provided such other utilization of these facilities does not interfere with Customer's use and/or enjoyment of the Services. Provider covenants and agrees that the Services shall be functional in all material respects and available for Customer's use on or before the date of first availability identified on the Quote.

B. Availability of Services. Provider shall use commercially reasonable efforts to ensure the continuous availability of the Services without interruption. Notwithstanding, Customer acknowledges and agrees that, from time to time, the Services may be temporarily unavailable during periods of testing, maintenance, repair, or during other periods caused by events of force majeure.

Availability/Service Credit: The Services are accessible 24/7, with a 99.9% targeted uptime. 99.9% of the time during any calendar month, the Services shall be available. Unavailability is a condition in which there is unavailability of the Services due to hardware failure OR sustained packet loss in excess of fifty percent within the Provider's facilities for at least two consecutive hours due to a failure of the Provider to provide Services during such period; unavailability does not include packet loss or network unavailability due to scheduled maintenance or inability of a user to connect with the Services due to Internet or telecommunications problems or any other issues outside the control of Provider. In order to receive any service credit, Customer must notify Provider within seven (7) days from the time Customer becomes eligible to receive a service credit. Failure to comply with this requirement will forfeit Customer's right to receive a service credit. The aggregate maximum number of service credits

to be issued by Provider to Customer for any and all downtime periods and performance problems during any given calendar month shall not exceed one month of service. Service credits are issued as followed:

Length of Unavailability (per calendar month)	Service Credit
24 to 48 hours of aggregate unavailability below 99.9%	1 day of service fees credited (i.e.: 1/30 monthly fees)
48 to 96 hours of aggregate unavailability below 99.9%	1. 2 days of service fees credited (i.e.: 1/15 monthly fees)

*Each block of 96 hours of aggregate unavailability thereafter shall be credited 5 days of service fees.

*All Service Credit shall be applied to the next month's invoice.

C. Use of Services.

1. Customer represents and warrants that it will not use the Services or otherwise engage in any activities: that constitute or encourage a violation of any applicable law or regulation, including, but not limited to, the sale of illegal goods, or the violation of export control or obscenity laws; that defame, impersonate, or invade the privacy of any third party or entity; that infringe the rights of any third party, including, but not limited to, the intellectual property, business, contractual, or fiduciary rights of others; that are in any way connected with the transmission of "junk mail," "spam," or the unsolicited mass distribution of e-mail, or with any unethical marketing practices; that cause the reselling or transfer for value any services provided by the attached Quote unless otherwise indicated to the contrary in the attached Quote; or that removes any copyright ownership information, or falsifies such information, on any files uploaded, downloaded, made publicly available through, or transmitted via Provider's system.

2. Provider reserves the right, at any time, to refuse to host or discontinue hosting any Web site or Internet connection which Provider believes, in its sole discretion: offers for sale goods or services, or uses or displays materials, that are illegal, obscene, vulgar, offensive, dangerous, or are otherwise inappropriate; received a significant number of complaints for failing to be reasonably accessible to customers, or timely fulfill customer orders; has become the subject of a government complaint or investigation; has violated or is alleged to have violated any local, state, or federal law or regulation; has violated or is alleged to have violated the rights or interests of any person or entity; impairs or threatens to impair the functionality of servers owned or operated by Provider, or other Web sites hosted or maintained by Provider on its own behalf or for the benefit of other customers; or has violated or threatens to violate this Agreement.

3. Customer explicitly licenses Provider to make any copies of copyright protected materials necessary to provide Internet and related services to Customer, as well as make any necessary copies necessary to preserve and maintain Provider's system and Customer's files and electronic mail.

4. Customer explicitly licenses Provider to make any copies, without limitation, of any copyrighted materials submitted to a public forum maintained on Provider's system, or submitted to any forum to which Provider provides access. This clause cannot be modified by either party unless any modification is in writing and signed by both parties.

5. Unattended Forms. Customer is not permitted to run any programs or software which continually send data over or access Provider's system, or run any programs or software on Provider's system unattended, unless such use has been approved in advance by Provider's staff.

D. Equipment.

1. Installation, Operation, and Maintenance of Equipment. Provider shall instruct, construct, operate, and maintain all cable, equipment, and other facilities necessary to provide the Services to Customer up to a point of demarcation identified by Provider. Unless Provider and Customer agree otherwise, and such agreement is memorialized on the Quote, Customer shall be responsible for the installation, construction, operation, and maintenance of all cable, equipment, software, licensing and other facilities necessary to utilize the Services from and after the point of demarcation. To the extent necessary, Customer shall, at no cost to Provider, grant to Provider and its agent's access, including any necessary or required easement, to Customer's premises as

may be necessary for Provider to install, construct, operate, or maintain any cable, equipment, software, licensing or other facilities, to otherwise provide the Services to Customer. Except in emergency situations (which shall be determined by Provider, in its reasonable judgment), Provider will obtain approval from Customer (not to be unreasonably withheld or delayed) before entering upon Customer's premises to engage in any of the foregoing activities.

2. **Responsibility for Equipment.** Except as may be otherwise specified in the Quote, neither party shall be responsible for the maintenance or repair of cable, electronics, structures, equipment, or materials owned by the other party; provided, however, that each party shall be responsible to the other for any damage or harm, including damage caused by environmental conditions at a party's location, or by the negligence or willful misconduct of the other party. Customer shall be responsible for maintaining insurance coverage adequate to cover damage to Customer's physical property whether located at Customer's premises or at Provider's premises.

3. **Title and Control of Facilities.** Title to equipment or facilities owned by Provider and used in any fashion to provide Services shall remain with Provider. Customer shall keep all such equipment and facilities located on Customer's premises free and clear of all liens, encumbrances, and security interests, and shall not tamper with or allow the same to be moved or tampered with by any person not authorized by Provider to do so. Customer shall also keep all such equipment and facilities secure and free from environmental hazards.

4. **Access to Equipment and Facilities upon Termination or Expiration of Agreement.** Customer shall grant to Provider access to all of Provider's equipment and other facilities in or about Customer's premises for purposes of removing the same during the thirty (30) days immediately following the expiration or termination of this Agreement by either party and for any reason. Such access shall be granted during normal business hours and shall afford Provider sufficient time and opportunity to remove its equipment and other facilities from Customer's premises.

E. **Procurement of Access Rights.** Customer shall, at its expense, procure all necessary rights of way, easements, franchises, licenses, conduit rights, building entrance rights, landlord consents, and other rights and grants of authority which are necessary or desirable for Provider to provide the Services specifically to Customer.

F. **Security of Transmitted Information.** When applicable, the Customer shall incorporate Secure Socket Layer ("SSL"), or substantially equivalent technology, to transmit sensitive Customer information (such as payment information, credit card information, social security numbers and medical information protected by HIPAA) over the World Wide Web. Notwithstanding the incorporation of such technology into the Services delivered to Customer, Provider shall not be liable to Customer or any third party for the failure of such technology to maintain the confidentiality of any information transmitted by, from, or to Provider pursuant to this Agreement, or in connection with the Services provided to Customer.

G. **Virtual Private Network Security.** Provider's VPN security is followed in accordance with NIST Publications:

<http://csrc.nist.gov/publications/nistpubs/800-52/SP800-52.pdf>

<http://csrc.nist.gov/publications/nistpubs/800-77/sp800-77.pdf>

<http://csrc.nist.gov/publications/nistpubs/800-113/SP800-113.pdf>

H. **Customer Responsibility of Hosted Software.**

1. **General.** Customer acknowledges that with respect to the Hosted Software, all the design, development, operation, support and maintenance of the Hosted Software program is Customer's full financial responsibility. In addition, any Web site owned or operated by Customer; any telecommunication equipment and software owned or operated by Customer; all computer network hardware and software owned and operated by Customer; and all associated software licensing, services, support, maintenance, upgrades, and renewal costs of all items owned or operated by Customer is Customer's full financial responsibility. Software licensing and renewals may include but are not limited to CRM, SQL, anti-virus, etc. Further, Customer acknowledges that in respect to the Hosted Software, the Provider's only responsibility is to provide Hosting Services as outlined in this Agreement. Customer further acknowledges that no system on the Internet can be guaranteed safe from unauthorized intrusion, and therefore any confidential information stored on or transmitted through Provider's system is stored or transmitted at Customer's own risk.

2. **Hosted Software Content.** Customer represents and warrants that: (i) Customer owns or has sufficient rights in and to Hosted Software and the Hosted Software Content, including without limitation, personal, medical and financial information

contained within the Hosted Software content, in order to use, and permit use of, the Hosted Software content as contemplated in this Agreement; and (ii) the Hosted Software Content does not and shall not contain any content, materials, advertising or services that infringe on or violate any applicable law, regulation or right of a third party. Customer also acknowledges that Hosted Software Content may be stored on servers located within the United States or accessed by Provider's support personnel in the United States, and hereby authorizes such access and storage. Provider only provides access to the Hosted Software, Provider does not operate or control the information, services, opinions or other content of the Internet. Provider does not monitor and shall have no liability or responsibility whatsoever for the Hosted Software Content of any transmissions or communications transmitted or otherwise disseminated via the Hosting Services. Customer agrees that it shall make no claim whatsoever against Provider relating to the Hosted Software Content or content of the Internet or respecting any information, product, service or software ordered through or provided via the Internet, and Customer shall indemnify and hold Provider harmless from any and all claims (including claims by governmental entities seeking to impose penal sanctions) related, directly or indirectly, to such Hosted Software Content.

3. Configuration and Support. Customer agrees to maintain and update DNS records for all domains, and therefore holds all responsibility pertaining to DNS configuration. Customer agrees to provide level 1 support including, but not limited to initial incoming calls and basic level troubleshooting. Customer acknowledges the responsibility to reconfigure and set up all mail clients for each individual user account on each computer.

ARTICLE II

COMPENSATION AND PAYMENT TERMS

A. Compensation to Provider. As compensation for the Services provided hereunder, Customer shall pay to Provider the rates and other charges identified on the Quote for Services provided or made available to Customer during the period identified on Provider's invoice to Customer.

B. Taxes and Other Charges. There may be added to any charges under the paragraph above, an amount equal to industry-wide surcharges and/or fees and surcharge, duty, levy, tax, or withholding, including, but not limited to, sales, property, excise and use taxes, or any tax in lieu thereof or in addition thereto, imposed by any local, state, or federal government or governmental agency with respect to the Services, or with respect to this Agreement, excepting only taxes on the income of Provider. Furthermore, service order charges apply to certain services and will be charged for those services in addition to other charges.

C. Payment. Provider shall render an invoice in accordance with Provider's usual and customary billing cycle for Services delivered or made available to Customer during each preceding month during the Term. Customer shall pay each invoice in full within thirty (30) days of the date of each invoice. Any invoice, whether for this Agreement or any other products or services provided by Provider, remaining unpaid after its due date shall be grounds for Provider to withhold any Services covered by this Agreement and shall be a default. In the event of a default, Provider shall have the right to accelerate the payment of all amounts owed by Customer, which shall become immediately due and payable without notice or demand. If Provider institutes collection procedures to recover any amount, Customer shall pay all expenses of collection and all reasonable attorneys' fees and costs incurred by Provider.

ARTICLE III

TERM AND TERMINATION

A. Term. This Agreement shall become effective on the later to occur of: (i) the date first written above; or (ii) the date upon which both parties have executed this Agreement (hereinafter, the "Effective Date" of this Agreement). Provider shall utilize commercially reasonable efforts to make the Services available to Customer as soon as possible; and the Services shall be available to Customer, subject to the terms and conditions hereof, for that period commencing on the Effective Date and continuing until termination as described herein. In the event that the attached Quote contains a specific initial term, the Customer shall not have the right to terminate this Agreement during such term. This Agreement shall remain in effect following the expiration of such term, and either party shall have the right to terminate this Agreement on or after the expiration of such term by providing at least 30 days' prior written notice to the other party, provided that if the termination date would fall on a day other than the last day of the month, the termination shall be effective as of the last day of that month. In the event that the attached Quote does not contain a specific initial term, either party shall have the right to terminate this Agreement at any time by providing at least 30 days' prior written notice to the other party, provided that if the termination date would fall on a day other than the last

day of the month, the termination shall be effective as of the last day of that month.

B. Default. In the event of a default by one party, the non-defaulting party may provide written notice of the default and may terminate this Agreement at any time following the expiration of a reasonable opportunity to cure such default; provided that, if the defaulting party has cured the default prior to the expiration of such cure period, this Agreement shall remain in effect. For purposes of this Agreement, a "reasonable opportunity to cure" shall be ten (10) days for a monetary or payment default and thirty (30) days for a non-monetary or non-payment default. In the event of a subsequent default of any type, the non-defaulting party may immediately terminate this Agreement without any notice or opportunity to cure. Furthermore, in the event of a default by Customer, Provider shall not be required to provide any additional services, including but not limited to the transferring, providing or copying of any data, unless Customer has first paid all amounts owed to Provider and the amount charged by Provider for such additional services. In the event that this Agreement is terminated due to a default by Customer, Provider shall have no obligation to retain any data provided by Customer, and Provider may delete such data without demand or notice.

C. Changes in Legislation. Should any changes in legislation or law require any changes to this Agreement or any services provided by Provider, Provider reserves the right to make any such changes, as are determined necessary or prudent to be compliant, at Provider's sole discretion, without giving Customer advanced notice. If such changes are made, Provider promises to send by electronic or postal mail notice of any changes in a reasonable time period. In event of such changes, Customer may terminate service without a required notice period, but is to pay for services provided to the date of the effective termination.

D. Effect of Early Termination. The termination of this Agreement for any cause shall not release either party hereto from any liability which at the time of termination has already accrued to the other party hereto, or which thereafter may accrue with respect to any act or omission prior to termination, or from any obligation which is expressly stated herein to survive termination. Termination of this Agreement in accordance with its terms shall be without prejudice to any other rights or remedies of the parties.

ARTICLE IV

INDEMNIFICATION AND LIMITATION OF LIABILITY

A. Indemnification. Customer hereby indemnifies and holds harmless Provider from any and all damages, claims, actions, investigations, proceedings, losses, costs, and other related expenses (including actual attorney fees) that may arise out of: (i) any material breach of this Agreement by Customer; (ii) any breach of any of the representations or warranties made by Customer in this Agreement; and (iii) any alleged violation of any rights of another, including, but not limited to, each party's use of any content, trademark, service mark, trade name, copyrighted or patented material, or other intellectual property of its own or of any third party. Customer shall also indemnify and hold Provider harmless from any and all damages, claims, actions, investigations, proceedings, losses, costs, and other related expenses (including actual attorney fees) that may relate to or arise out of any violation of the General Data Protection Regulation (GDPR) (EU) 2016/679, as amended from time to time, or any related law, rule, regulation or order, by Customer or its officers, employees, and agents. The indemnification rights granted hereby are independent of, and in addition to, such rights and remedies as either party may have at law or in equity, or otherwise, including the right to seek specific performance, rescission, or restitution.

B. LIMITATION OF LIABILITY.

1. IN GENERAL. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, PROVIDER SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO CUSTOMER OR TO ANY OTHER PERSON, FIRM, OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGE ARISING OUT OF, OR RELATING TO, THE OPERATION OR NON-OPERATION OF THE SERVICES. PROVIDER HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT OR PROVIDER'S PROVISION OF, OR FAILURE TO PROVIDE, THE SERVICES.

2. NO LIABILITY FOR CONTENT. THE CONTENT THAT CUSTOMER MAY ACCESS OR DELIVER THROUGH ANY SERVICES IS PROVIDED BY INDEPENDENT CONTENT PROVIDERS, OVER WHICH PROVIDER DOES NOT EXERCISE AND DISCLAIMS ANY CONTROL. PROVIDER NEITHER PREVIEWS CONTENT NOR EXERCISES EDITORIAL CONTROL, DOES NOT ENDORSE ANY OPINIONS OR INFORMATION ACCESSED THROUGH ANY SERVICE, AND ASSUMES NO RESPONSIBILITY FOR ON-LINE CONTENT. PROVIDER

SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF THE INFORMATION OBTAINED IN USING THE SERVICES.

3. DAMAGE, LOSS, OR DESTRUCTION OF SOFTWARE FILES AND/OR DATA. PROVIDER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY OF CUSTOMER'S HARDWARE, SOFTWARE, FILES, DATA, OR PERIPHERALS WHICH MAY RESULT FROM CUSTOMER'S USE OF THE SERVICES, OR FROM THE INSTALLATION, MAINTENANCE, OR REMOVAL OF ANY SERVICE OR RELATED EQUIPMENT OR SOFTWARE. PROVIDER DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO CUSTOMER WILL BE TRANSMITTED IN UNCORRUPTED FORM WITHIN ANY PERIOD OF TIME.

4. NO CONSEQUENTIAL DAMAGES. EXCEPT FOR INDEMNIFICATION REQUIREMENTS, AND EXCEPT FOR DAMAGES RESULTING FROM GROSS NEGLIGENCE, WILLFUL MISCONDUCT, RECKLESSNESS, OR PERSONAL INJURY OR DEATH, OR DAMAGE TO PROPERTY, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY.

5. MAXIMUM LIABILITY. THE SOLE AND ENTIRE MAXIMUM LIABILITY OF PROVIDER TO CUSTOMER FOR ANY AND ALL PROVEN LOSS, CLAIM, DAMAGE OR LIABILITY OF ANY KIND (INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT) WITH RESPECT TO ALL SERVICES PROVIDED BY PROVIDER AND ANY ACT OR OMISSION OF PROVIDER WILL CONSIST OF A DUTY TO REFUND NOT MORE THAN THE AMOUNTS PAID BY THE CUSTOMER TO PROVIDER DURING THE YEAR PRECEDING SUCH LOSS, CLAIM, DAMAGE OR LIABILITY.

ARTICLE V

MISCELLANEOUS

A. Notices. Any notice or other communication hereunder shall be in writing and shall be deemed to have been duly given (a) upon receipt (or refusal of receipt) if delivered personally, (b) when sent by electronic mail or facsimile transmission, (c) when sent by overnight courier service, (d) when mailed by first class mail, postage prepaid, or (e) when mailed by certified or registered mail, return receipt requested, with postage prepaid to the parties at the following addresses, or to such other address as a party may designate in writing :

If to Provider:

Heartland Business Systems, LLC

Attention: Legal Department

1700 Stephen Street

P.O.Box 347

Little Chute, WI 54140-0347

If to Customer:

Address Specified in Quote

B. Survival. All representations, warranties, covenants, conditions, and agreements contained herein which either are expressed as surviving the expiration or termination of this Agreement or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

C. Licenses. Customer grants any permissions or licenses (including but not limited to copyright licenses), as may be required, and within Customer's power to grant, to Provider in order to provide Internet and related services to Customer, or as may be required for Provider to operate for Customer's benefit.

D. System and Service Modifications. The services and software that may be offered in a Quote are subject to change and

limitation is at Provider's discretion, as is any month to month pricing schedule or pricing schedule not under contract. Provider will notify Customer of any changes by electronic or postal mail to the agent named in this Agreement or other Customer officer, unless the change is judged by Provider to be necessary to preserve proper security or functioning of Provider's system. If Customer objects to any change in service, unless the change is one Provider has determined is necessary for security purposes or to maintain proper operation of Provider's system, Customer will be entitled to cancel only the specific service affected by said change or modification. Customer's continued use of the Hosting services after the effective date of such modified general terms and conditions, policies, or changes in services or software will constitute Customer's acceptance of such modified terms.



Help Desk Services

Reduce technology challenges with high-quality remote support services



Proactive services to optimize equipment and solve user issues

Help Desk Services from HBS serve as a complete extension of your organization, applying our expertise and experience on your behalf. We help to create an efficient, secure environment while reducing overall operating costs.



Remote Support Agent

With the HBS Help Desk remote support agent, our support team has complete visibility to the health of your equipment. HBS can monitor remotely for issues, push software, and script resolutions when persistent problems arise.



Patch Management

One key aspect of improving device performance is making sure it is running the most recent updates. With our patch management service, we evaluate the latest in Microsoft updates and apply the necessary patches down to your devices when the time is appropriate. In addition to patching Microsoft operating systems, we can also patch common 3rd party products such as Firefox, Adobe, Java.



Managed Anti-Virus/Malware

With the dramatic increase in Ransomware and Malware attacks, it becomes increasingly important for a comprehensive security solution. One aspect of this that is a quality Anti-Virus Solution. Our centrally managed antivirus solution is built on the latest behaviorally-based technology offering used by advanced threat protection software. This means it is extremely lightweight with little impact to device speed. Since it's behavior-based, it is quick to respond to threats often undetected by its signature-based competitors.



Device Monitoring

HBS's Device monitoring platform allows visibility to device components such as CPU, Memory, & Disk Utilization, Windows Services & Process, and we can set critical thresholds for alerts. In addition, we can run scripts against certain alert criteria to ensure the greatest uptime for our clients.



Remote Help desk

Even with proactive services, users will have issues on occasion. HBS engineers can provide remote assistance to support you staffs when the need arises. The HBS Help Desk is available Monday-Friday 7am-6pm CST with engineers waiting to take your call. For customers with 24x7 needs, on call support is available for an additional fee. Key areas of support include:




- Password resets
- Email issues (Exchange, Office365)
- MS Office tools and common applications
- Network connectivity
- Desktop software installation and troubleshooting
- Printer issues
- Mobile devices (iPhone, Android, iPads)
- Virus remediation
- Account setup and deletion
- Computer slowness
- Citrix Client Connections & More



Monthly Reporting

Our goal within the Managed Services team is that you never have to see us. This is the best indicator that we're keeping your systems running at their fullest potential. Of course, this doesn't mean we are not working for you in the background. For that reason, we provide our help desk clients with monthly reports noting the services performed on all of their HBS managed systems.

Help Desk Service Plans

			
Desktop/Laptop Support	Agent Only*	Basic*	Preferred
Remote Support Agent	✓	✓	✓
Control Center Access	✓	✓	✓
24x7x365 Device Monitoring		✓	✓
Automated Patch Management		✓	✓
Automated Disk Cleanup		✓	✓
Anti-Virus/Malware Software		✓	✓
Anti-Virus/Malware Updates		✓	✓
Customer Portal Access		✓	✓
Remote Printer Support			✓
Unlimited Remote Help Desk (Business Hours)			✓

* Agent Only and Basic Service Plans can be supplemented with per hour remote Help Desk support.
After hours support available for additional fee.



inquiry@hbs.net

1-877-212-2669



Reach out to our managed service experts:
hbs.net

Heartland Business Systems, LLC

 [LinkedIn HBS.net](#)

 [@HBS_Tech](#)



Monitoring Services

Heartland Business Systems (HBS) provides both the proactive services to optimize efficiencies of equipment, as well as a response team to solve user issues.

Reduce down time with Monitoring Services from HBS

Heartland's Network Operation Center keeps a close eye on your mission critical equipment. We are available 24 x 7 to make sure your equipment is performing at the utmost service levels.

Remote Support Agent

With the HBS Help Desk remote support agent, our support team has complete visibility to the health of your equipment. HBS can monitor remotely for issues, push software, and script resolutions when persistent problems arise.

Configuration Backup

With frequent changes to network configurations, keeping accurate change records is critical. With Advanced Network Monitoring from HBS, our tools will automatically backup and store configuration backups for major manufacturer equipment from vendors like Cisco, HPE, Palo Alto and more.

Configuration Management

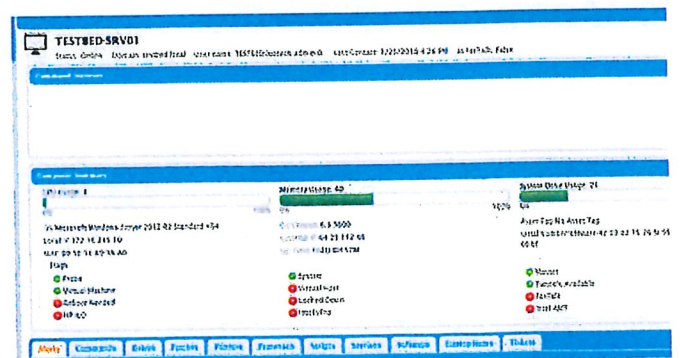
Backing up configurations is important but understanding previous changes is just as important. Our advanced network monitoring tool allows us to store historical configuration changes and provides the ability to compare changes over time in an easy highlighted side-by-side comparison.

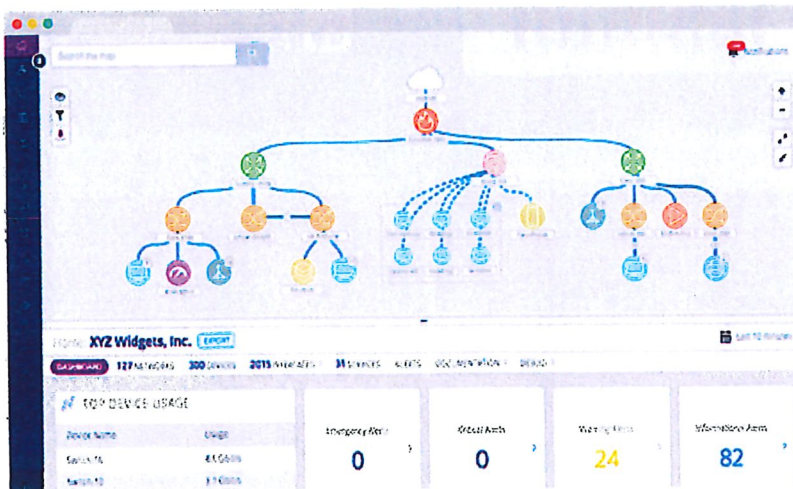
Server Monitoring

Our server monitoring software gives you an in depth view of your environment. Not only can you monitor traditional things like CPU, Storage, and RAM, but you can see complete inventories of hardware and software as well as monitor processes and services. Should something have consistent issues we can implement scripts to automatically remedy the issue with the monitored problem arises.

Web Portal

With our monitoring, we provide our clients with a portal to see the health of their environment. Such tools can provide a comprehensive dashboard view of your entire environment as well as details on specific equipment.





Network Mapping

Our Advanced monitoring tools allow a dynamic network topology map of your entire environment. See your entire network from a single pane of glass, and click on a device to drill down into that device for further details. See where certain networks exits and show the flow of VLAN traffic across devices. Want to make changes? Just click configure and remote into the device of your choosing.

Monitoring Service Plans

Server & Network Devices	Server	Basic Network	Advanced Network
On Site Probe	✓	✓	✓
24x7 Remote Monitoring	✓	✓	✓
Escalation via Email or Phone	✓	✓	✓
Web Based Client Portal	✓	✓	✓
Remote Support Agent	✓		✓
Secure Remote Access	✓		✓
Configuration Backup			✓
Configuration Management			✓
Network Mapping			✓
Flow Monitoring		✓	optional

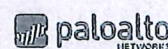
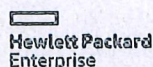
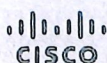
**Start the conversation with
our network experts**



inquiry@HBS.net



1-877-212-2669



EXECUTIVE SUMMARY

Amendment to Development Agreement – S.C. Swiderski (Sunset School Redevelopment)

Issue: The Common Council approved a development agreement with S. C. Swiderski, LLC for the construction of 26 townhouse units located on the former Sunset School property. The developer is requesting an amendment to the agreement and an assignment of the agreement.

Analysis: The amendment involves section F. 4, which limits the amount of liens or debt applied to the property to \$2,500,000. This figure matches the minimum assessed value that must be constructed. But, the actual assessed will very likely be higher and the total construction cost of the units very likely will exceed the assessed value. In fact, the proposed construction loan for this project is \$4,540,000. Therefore, the developer is requesting the maximum lien amount be increased to that amount.

The assignment reflects Swiderski's desire to transfer the subject parcel into a specific Limited Liability Company (LLC) for the project. The proposed LLC is SCS Sunset Estates, LLC. This technique is not unusual and many of the other recent developments in the City have also used a unique LLC for the construction and operation of the projects. The ownership of the proposed SCS Sunset Estates, LLC is identical to the S. C. Swiderski, LLC.


The change to the development agreement and the assignment of the agreement have been reviewed by the City Attorney. There are no concerns.

Fiscal Impact: None. The allowance for the \$4,540,000 construction mortgage and the assignment of the development agreement will have no bearing on the anticipated revenue and expenses of the City.

Recommendation: Approve the amendment to raise the maximum lien amount to \$4,540,000 and the assignment of the development agreement to SCS Sunset Estates, LLC.

Prepared by: 
Martin Olejniczak
Community Development Director

7-14-2022
Date

Reviewed by: 
Josh Van Lieshout
City Administrator

7/15/22
Date

S.C. Swideriski Development Agreement

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, shall name the City as an additional insured and shall not be cancellable except on a minimum of 30 days' notice to the City. 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 the Project.

* 4. Liens. Developer shall not cause or allow any lien to attach to the Property, except (i) those allowed in Section C.11(c) 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 (x) payment, (y) 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.

S.C. Swiderski Development Agreement

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.

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 termination; (b) full payment of the Tax Increment Financing; (c) termination of the TID; and (d) termination under Section B.

* 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. 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 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 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.