



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA  
WEDNESDAY, JULY 18, 2023  
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 – \$309,940.61, Capital Fund - \$58,256.96, ARPA - \$160,000.00, TID #4 - \$651.25, Solid Waste Enterprise Fund - \$19,069.07 and Compost Site Enterprise Fund -\$92.40 for a grand total of \$548,010.29. [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 6/29/23 special and 7/5/23 regular Common Council minutes.
  - \* b. Place the following minutes on file:
    - (1) Zoning Board of Appeals – 7/11/23
    - (2) Aesthetic Design & Site Plan Review Board – 6/12/23
    - (3) Finance/Purchasing & Buildings Committee – 6/27/23
  - \* c. Place the following reports on file:
    - (1) Police Department Report – June 2023
    - (2) Fire Department Report – June 2023
  - \* d. Consideration of: Approval of beverage operator licenses.
  - \* e. Consideration of: Approval of Temporary Class B Beer and Temporary Class B Wine license for Door County Farm Bureau.
  - \* f. Consideration of: Approval of Request from Miller Art Museum to serve wine for private events.
  - \* g. Consideration of: Approval of Street Closure Application for Destination Sturgeon Bay for Sail Thru the Avenue Sidewalk Sale.

- \* h. Finance/Purchasing & Building Committee recommendation re: Approve hiring R.W. Baird for consulting services for the creation of TID #10.
- \* i. Finance/Purchasing & Building Committee recommendation re: Approve the purchase of a Chevrolet 3500 from Ewald Chevrolet Buick in an amount not to exceed \$43,781 and purchase a new truck body, including stainless option from Monroe Truck Equipment in an amount not to exceed \$38,578, and trade in the 2006 Chevrolet valued at \$2,500.

9. Mayoral Appointments.

- 10. Second reading of ordinance re: Rezone Parcel 281-64-80000104 located at 1605 Shiloh Road from Agricultural (A) to Light Industrial (Industrial Park) (I-A).
- 11. Second reading of ordinance re: Repeal and Recreate the Bicycle & Pedestrian Advisory Board and the Parking & Traffic Committee and create the Local Transportation Board.
- 12. Resolution Providing for the Sale of Approximately \$3,100,000 General Obligation Promissory Notes.
- 13. Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing – Biosolids Storage Facility Project – Clean Water Fund Program Reimbursement Resolution.
- 14. Finance/Purchasing & Building Committee recommendation re: Approve the Development Agreement with J. & P. LLC subject to review by City Attorney.
- 15. Consideration of: Intergovernmental Agreement between City of Sturgeon Bay and County of Door for South Duluth Avenue STP-Urban Project.
- 16. City Administrator report.
- 17. Mayor's report.
- 18. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date:

7-16-23

Time:

12:00pm

By:

JM

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

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CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

7.

INVOICES DUE ON/BEFORE 07/18/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL FUND				
REVENUE				
DELCHAMB	TOM DELCHAMBRE	BREWER TRIP REFUND/DELCHAMBRE	01-000-000-46590	42.66
DELCHAMB		BREWER TRIP REFUND/DELCHAMBRE	01-000-000-24214	2.13
DELCHAMB		BREWER TRIP REFUND/DELCHAMBRE	01-000-000-24215	0.21
R0001786	LEE OR THERESA BAILEY	SIGN DEPOSIT REFUND/BAILEY	01-000-000-23168	50.00
R0001787	KAEG PROPERTIES,LLC	TOURST RM HSE OVERPYMNT/KAEG	01-000-000-44170	200.00
TOTAL REVENUE				295.00
BALLFIELD LIGHTING				
WPPI ENG	WPPI ENERGY	07/23 ATHLETIC FLD LIGHT PROJ	01-000-981-70000	1,365.39
TOTAL BALLFIELD LIGHTING				1,365.39
TOTAL GENERAL FUND				1,660.39
CITY COUNCIL				
03133	CELLCOM WISCONSIN RSA 10	06/23 3 ALDER CELLPHONES	01-105-000-58999	100.73
TOTAL				100.73
TOTAL CITY COUNCIL				100.73
CITY CLERK-TREASURER				
14963	WI DEPT OF FINANCIAL INST	NOTARY RENEWAL/SPITTLEMEISTER	01-115-000-56000	20.00
STONEMAN	STONEMAN SCHOPF AGENCY, INC	NOTARY BOND/SPITTLEMEISTER	01-115-000-56000	30.00
TOTAL				50.00
TOTAL CITY CLERK-TREASURER				50.00
COMPUTER				
03101	CDW GOVERNMENT, INC.	TERABITE DRIVE	01-125-000-55550	66.00
04696	DOOR COUNTY TREASURER	06/23 INTERNET	01-125-000-55500	100.00
04696		06/23 2ND QTR FIBER LOCATES	01-125-000-55500	373.20
04696		06/23 4G INTERNET	01-125-000-55500	375.00
HEARTBUS	HEARTLAND BUSINESS SYSTEMS,LLC	CABLE, DIGITAL AUDIO/VIDEO	01-125-000-54999	212.58
WISCNET	WISCNET	WISCNET ANNUAL MEMBERSHIP FEE	01-125-000-55550	8,600.00
TOTAL				9,726.78
TOTAL COMPUTER				9,726.78
CITY ASSESSOR				
ASSO APP	ASSOCIATED APPRAISALS	07/23 CONTRACT	01-130-000-55010	4,916.67
TOTAL				4,916.67
TOTAL CITY ASSESSOR				4,916.67
BUILDING/ZONING CODE ENFORCEMT				
DCI	DOOR COUNTY INSPECTIONS, LLC	06/23 PERMITS	01-140-000-55010	10,335.56
TOTAL				10,335.56
TOTAL BUILDING/ZONING CODE ENFORCEMT				10,335.56
PUBLIC WORKS ADMINISTRATION				

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CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/18/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
PUBLIC WORKS ADMINISTRATION				
04696	DOOR COUNTY TREASURER	MSHA TRAINING FOR CREW	01-150-000-55600	727.19
		TOTAL		727.19
		TOTAL PUBLIC WORKS ADMINISTRATION		727.19
CITY HALL				
04966	EAGLE MECHANICAL INC	BACKFLOW PREVENTER TEST	01-160-000-58999	195.38
04966		STATE DREPORTING	01-160-000-58999	135.00
04966		EXPENDABLE SUPPLIES	01-160-000-58999	15.00
BLISS	LIFESTYLES BY BLISS, INC	JULY-SEPT PBLC RESTRM MAINT	01-160-000-58999	2,250.00
		TOTAL		2,595.38
		TOTAL CITY HALL		2,595.38
INSURANCE				
MCCLONE	MCCLONE AGENCY, INC	08/23 WORK COMP	01-165-000-58750	12,661.00
MCCLONE		08/23 GEN LIABILITY	01-165-000-56400	2,818.00
MCCLONE		08/23 POLICE LIABILITY	01-165-000-57150	1,452.00
MCCLONE		08/23 PBLC OFFICIAL LIABILITY	01-165-000-57400	2,407.00
MCCLONE		08/23 CYBER LIABILITY	01-165-000-55450	293.00
MCCLONE		08/23 AUTO LIABILITY	01-165-000-55200	1,506.00
MCCLONE		08/23 AUTO PHYSICAL DAMAGE	01-165-000-55200	2,338.00
		TOTAL		23,475.00
		TOTAL INSURANCE		23,475.00
GENERAL EXPENDITURES				
04696	DOOR COUNTY TREASURER	06/23 POLICE PHONE SVC	01-199-000-58200	20.00
04696		06/23 FIRE PHONE SVC	01-199-000-58200	10.78
04696		06/23 CITY HALL PHONE SVC	01-199-000-58200	56.55
04696		06/23 MUN SVC PHONE SVC	01-199-000-58200	25.17
		TOTAL		112.50
		TOTAL GENERAL EXPENDITURES		112.50
POLICE DEPARTMENT				
MODERN	MODERN MARKETING	OFFICE GIVE AWAY PENCILS	01-200-000-51950	498.24
STANARD	STANARD & ASSOCIATES, INC	SERGEANT PROMOTIONAL TEST	01-200-000-51600	582.00
		TOTAL		1,080.24
		TOTAL POLICE DEPARTMENT		1,080.24
POLICE DEPARTMENT/PATROL				
02005	BAY ELECTRONICS, INC.	SQUAD 10 WIFI/MICROPHONE	01-215-000-57550	289.50
02005		SQUAD 10 RADAR/RADIO	01-215-000-57550	227.50
DIVE	DIVE RIGHT IN SCUBA, INC	DIVE GEAR	01-215-000-58600	2,080.00
KWIKTRIP	KWIK TRIP INC	OUT OF TOWN FUEL PURCHASE	01-215-000-51650	39.40
NELSON	NELSON & ASSOCIATES LLC	UNDERVEST, RAINCOAT-SNOVER	01-215-000-52900	264.00
NELSON		CLIP TIE-MUELLER	01-215-000-52900	16.99
NELSON		SHIRT/PANTS-JENNERJOHN	01-215-000-52900	201.00
SWIT	SWITS	23-007005/GANDER	01-215-000-58999	152.00
SWIT		INTERPRETATION ON 6/24/23	01-215-000-58999	76.00
		TOTAL		3,346.39



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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
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GENERAL FUND				
POLICE DEPARTMENT/PATROL				
TOTAL POLICE DEPARTMENT/PATROL				3,346.39
POLICE DEPT. / INVESTIGATIONS				
ACCURINT	LEXISNEXIS RISK SOLUTIONS	06/23 CONTRACT FEES	01-225-000-57950	105.40
TOTAL				105.40
TOTAL POLICE DEPT. / INVESTIGATIONS				105.40
FIRE DEPARTMENT				
FIRE DEPARTMENT				
02005	BAY ELECTRONICS, INC.	RADIO REPAIR	01-250-000-57550	222.00
04545	DOOR COUNTY COOPERATIVE/NAPA	BRAKE VALVES/E707	01-250-000-53000	38.97
04575	DOOR COUNTY HARDWARE	CABLE TIES	01-250-000-54999	9.99
04575		FASTENERS	01-250-000-54999	3.68
04575		FILTER	01-250-000-54999	9.99
04575		FASTENERS/SILICONE	01-250-000-54999	12.85
04575		FASTENERS/PAINT/BRCKET/SCRB PD	01-250-000-54999	35.68
19880	STURGEON BAY UTILITIES	WEED CONTROL SPRAYING	01-250-000-51405	149.33
KWIKTRIP	KWIK TRIP INC	06/23 FUEL CHARGES	01-250-000-51650	1,963.48
PORT	WEST MARINE PRODUCTS INC	ROPE CUTTER	01-250-000-51350	62.98
WARNER	WARNER-WEXEL LLC	DAWN SOAP	01-250-000-54999	117.11
TOTAL FIRE DEPARTMENT				2,626.06
TOTAL FIRE DEPARTMENT				2,626.06
LARGE ITEM PICKUP / LEAF COLL				
GFLNVIR	GFL ENVIRONMENTAL, INC	1 TV,1 MICROWAVE,1 SM ELECTRN	01-311-000-58400	121.00
TOTAL				121.00
TOTAL LARGE ITEM PICKUP / LEAF COLL				121.00
ROADWAYS/STREETS				
04545	DOOR COUNTY COOPERATIVE/NAPA	GRASS SEED-ALLEYS	01-400-000-54999	205.48
14826	NORTHEAST ASPHALT, INC.	6 TONS ASPHALT	01-400-000-52200	469.50
RASS	RASS EXCAVATING & MATERIAL LLC	30 YD TOPSOIL	01-400-000-52500	750.00
TOTAL				1,424.98
TOTAL ROADWAYS/STREETS				1,424.98
STREET SIGNS AND MARKINGS				
19275	SHERWIN WILLIAMS	SPRAYER TIPS	01-420-000-52100	121.58
19275		PUMP PROTECTOR	01-420-000-52100	43.57
19275		STRAINERS	01-420-000-52100	107.60
TOTAL				272.75
TOTAL STREET SIGNS AND MARKINGS				272.75
CURB/GUTTER/SIDEWALK				
04545	DOOR COUNTY COOPERATIVE/NAPA	GRASS SEED	01-440-000-54999	3.95
TOTAL				3.95
TOTAL CURB/GUTTER/SIDEWALK				3.95

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INVOICES DUE ON/BEFORE 07/18/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
STREET MACHINERY				
04545	DOOR COUNTY COOPERATIVE/NAPA	WIPER BLADE	01-450-000-52150	105.70
04545		OIL FILTER	01-450-000-52150	121.80
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	BRAKE FLUID	01-450-000-52150	6.29
O'REILLY		BUTANE	01-450-000-52150	13.98
TOTAL				247.77
TOTAL STREET MACHINERY				247.77
CITY GARAGE				
06012	FASTENAL COMPANY	PRESSURE GAUGE	01-460-000-54999	49.99
06012		CABLE TIES	01-460-000-54999	11.50
AMERWELD	AMERICAN WELDING & GAS, INC	MONTHLY TANK RENTAL	01-460-000-58999	158.60
TOTAL				220.09
TOTAL CITY GARAGE				220.09
PARK & RECREATION ADMIN				
23200	WDOR	HARMONY ADVERTISING	01-500-000-57450	50.00
23200		HARMONY ADVERTISING	01-500-000-57450	50.00
23200		HARMONY ADVERTISING	01-500-000-57450	50.00
23200		HARMONY ADVERTISING	01-500-000-57450	50.00
TOTAL				200.00
TOTAL PARK & RECREATION ADMIN				200.00
PARKS AND PLAYGROUNDS				
02206	BAY MARINE	WEED HARVESTER FUEL	01-510-000-51650	299.04
02206		WEED HARVESTER FUEL	01-510-000-51650	204.05
04545	DOOR COUNTY COOPERATIVE/NAPA	SEEDING MULCH	01-510-000-51760	46.47
08225	HERLACHE SMALL ENGINE	BLOWER	01-510-000-51350	135.99
GERBER	GERBER LEISURE PRODUCTS, INC	2 BENCHES & SHIPPING	01-510-000-54999	3,646.00
GERBER		BENCH & SHIPPING	01-510-000-54999	1,849.00
JIMSIMON	JIM SIMONAR	SAFETY CLOTHING/SIMONAR	01-510-000-56800	54.84
TOTAL				6,235.39
TOTAL PARKS AND PLAYGROUNDS				6,235.39
BALLFIELDS				
BALLFIELDS				
04545	DOOR COUNTY COOPERATIVE/NAPA	BEE SPRAY	01-520-000-54999	74.66
STEVES	STEVE'S PLUMBING SERVICE LLC	PLUMBING REPAIRS-GIRLS LL FLD	01-520-000-58999	1,582.89
TOTAL BALLFIELDS				1,657.55
TOTAL BALLFIELDS				1,657.55
MUNICIPAL DOCKS				
PIER	PIER & WATERFRON SOLUTIONS,LLC	DOCK ADJUSTMENT	01-550-000-55900	2,730.00
PIER		DOCK INSTALL	01-550-000-55900	1,158.00
STEVES	STEVE'S PLUMBING SERVICE LLC	MARINA WATERLINE REPAIRS	01-550-000-58999	244.34
TOTAL				4,132.34
TOTAL MUNICIPAL DOCKS				4,132.34

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INVOICES DUE ON/BEFORE 07/18/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
WATER WEED MANAGEMENT				
LAKEPOND	WIS LAKE & POND RESOURCE, LLC	CHEMICAL WEED SPRAYING 2023	01-560-000-55010	18,552.50
R0000655	TRANSMOTION, LLC	HYDRAULIC CAPS	01-560-000-56250	90.00
TOTAL				18,642.50
TOTAL WATER WEED MANAGEMENT				18,642.50
COMMUNITY & ECONOMIC DEVLPMT				
04549	DOOR COUNTY ECONOMIC DEVELOPME	2023 1ST QTR COMMITMENT	01-900-000-55750	7,925.00
04549		2023 2ND QTR COMMITMENT	01-900-000-55750	7,925.00
04549		2023 3RD QTR COMMITMENT	01-900-000-55750	7,925.00
19730	STURGEON BAY VISITOR CENTER-	3RD QTR SUPPORT	01-900-000-57800	33,574.30
TOTAL				57,349.30
TOTAL COMMUNITY & ECONOMIC DEVLPMT				57,349.30
TOTAL GENERAL FUND				151,365.91
CAPITAL FUND				
PATROL				
DIVE	PATROL			
	DIVE RIGHT IN SCUBA, INC	DIVE GEAR	10-215-000-59999	63.56
TOTAL PATROL				63.56
TOTAL PATROL				63.56
FIRE DEPARTMENT				
EXPENSE				
02005	BAY ELECTRONICS, INC.	RADIO HEADSETS-BRSH TRCK	10-250-000-59060	233.20
PAULCONW	CONWAY SHIELD	PULLEY	10-250-000-59070	180.00
PAULCONW		ASCENDER	10-250-000-59070	117.00
PAULCONW		ROPE	10-250-000-59070	1,915.02
TOTAL EXPENSE				2,445.22
TOTAL FIRE DEPARTMENT				2,445.22
ROADWAYS/STREETS				
ROADWAYS/STREETS				
14826	NORTHEAST ASPHALT, INC.	ALLEYS W12 & W26	10-400-000-59100	18,010.36
TOTAL ROADWAYS/STREETS				18,010.36
TOTAL ROADWAYS/STREETS				18,010.36
MUNICIPAL DOCKS				
EXPENSE				
PIER	PIER & WATERFRON SOLUTIONS, LLC	PD/FD DOCK REPAIRS	10-550-000-59999	31,910.44
TOTAL EXPENSE				31,910.44
TOTAL MUNICIPAL DOCKS				31,910.44
WATERFRONT PARKS & WALKWAYS				
PIER	PIER & WATERFRON SOLUTIONS, LLC	STONE HARBOR DOCK REPAIRS	10-570-000-59075	5,827.38
TOTAL				5,827.38
TOTAL WATERFRONT PARKS & WALKWAYS				5,827.38
TOTAL CAPITAL FUND				58,256.96

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INVOICES DUE ON/BEFORE 07/18/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
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ARPA	-AMERICAN RESCUE PLAN ACT			
	ARPA / GENERAL			
	ARPA / GENERAL			
DUQDEVEL	DUQUAINE DEVELOPMENT, INC	BUILDING #2 COMPLETION INCENTI	20-000-000-59999	160,000.00
		TOTAL ARPA / GENERAL		160,000.00
		TOTAL ARPA / GENERAL		160,000.00
		TOTAL ARPA -AMERICAN RESCUE PLAN ACT		160,000.00
TID #4	DISTRICT			
	TID #4 DISTRICT			
	TID #4 DISTRICT			
CEDARCO	CEDAR CORPORATION	WEST WATERFRONT	28-340-000-58999	651.25
		TOTAL TID #4 DISTRICT		651.25
		TOTAL TID #4 DISTRICT		651.25
		TOTAL TID #4 DISTRICT		651.25
SOLID WASTE	ENTERPRISE			
	SOLID WASTE ENTERPRISE FUND			
	SOLID WASTE ENTERPRISE FUND			
DIAMOND	DIAMOND BUSINESS GRAPHICS	REFUSE TAGS	60-000-000-54999	275.77
GFLENVIR	GFL ENVIRONMENTAL, INC	250.37 TON GARBAGE	60-000-000-58300	17,653.59
GFLENVIR		68.41 TON RECYCLING	60-000-000-58350	1,139.71
		TOTAL SOLID WASTE ENTERPRISE FUND		19,069.07
		TOTAL SOLID WASTE ENTERPRISE FUND		19,069.07
		TOTAL SOLID WASTE ENTERPRISE		19,069.07
COMPOST SITE	ENTERPRISE FUND			
	COMPOST SITE ENTERPRISE FUND			
	COMPOST SITE ENTERPRISE FUND			
19880	STURGEON BAY UTILITIES	WATER USAGE @ HYDRANT	64-000-000-58999	92.40
		TOTAL COMPOST SITE ENTERPRISE FUND		92.40
		TOTAL COMPOST SITE ENTERPRISE FUND		92.40
		TOTAL COMPOST SITE ENTERPRISE FUND		92.40
		TOTAL ALL FUNDS		389,435.59

**MANUAL CHECKS**

SECURIAN FINANCIAL GROUP 06/29/23 Check # 92110 07/23 Life Insurance 01-600-000-50552	\$ 2,954.33
EMPLOYEE BENEFITS CORP. 06/29/23 Check # 92111 FSA/COBRA/DEP CARE 01-600-000-50510	\$180.50
SUN LIFE 06/29/23 Check # 92112 7/23 Short- & Long-Term Disability 01-1000-000-21545	\$2,306.90
WISCONSIN PUBLIC SERVICE 06/30/23 Check # 92113 06/23 Statement Charges Various Departmental Accounts	\$331.53
PENINSULA TITLE TRUST ACCOUNT 06/30/23 Check # 92114 Sawyer Dr/Ruenger Property Purchase 10-199-000-59080	\$1,332.36
SPECTRUM 07/10/23 Check # 92169 06/23 Cable Statement Charges 01-160-000-58999 & 221-000-000-58999	\$181.98
AT&T MOBILITY 07/10/23 Check # 92170 06/23 Cellphone Statement Charges 01-215-000-58250	\$1,528.13
DELTA DENTAL 07/10/23 Check # D001416 07/23 Dental Insurance Various Departmental Accounts	\$6,195.38

EFT GROUP INSURANCE	\$114,092.14
07/10/23	
Check # D001417	
07/23 Health Insurance	
Various Departmental Accounts	
<b>TOTAL MANUAL CHECKS</b>	<b>\$129,103.25</b>

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

GENERAL FUND  
CAPITAL FUND  
ARPA -AMERICAN RESCUE PLAN ACT  
TID #4 DISTRICT  
SOLID WASTE ENTERPRISE  
COMPOST SITE ENTERPRISE FUND

151,365.91  
58,256.96  
160,000.00  
651.25  
19,069.07  
92.40

TOTAL --- ALL FUNDS

389,435.59

$280,469.14 + 29,471.45 =$   
 $\$309,940.61$

$518,538.84 + 29,471.45 =$   
 $\$548,010.29$

Heleen Bacon 7-11-23  
Seth Underwood 7/11/23  
Dan Ullrich 7/14/23

SPECIAL COMMON COUNCIL  
June 29, 2023

A special meeting of the Common Council was called to order at 1:00 p.m. by Mayor Ward. Roll call: Bacon, Statz, Nault, Wiederanders, and Reeths were present. William and Gustafson were excused.

Bacon/Nault to adopt the agenda. Carried.

Reeths/Statz to approve the Temporary Class B Beer license for Destination Sturgeon Bay for July 4, 2023. Carried.

Wiederanders/Bacon to adjourn. Carried. The meeting adjourned at 1:01 p.m.

Respectfully submitted,



Stephanie L. Reinhardt  
City Clerk/HR Director



COMMON COUNCIL  
July 5, 2023

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, Nault and Wiederanders were present. Reeths was excused.

Williams/Gustafson to adopt the agenda moving 7h to the regular agenda to 8a. Carried.

Bacon/Wiederanders to approve following bills: General Fund – \$87,690.12, Capital Fund - \$3,808.78, Cable TV - \$6,053.22, TID #6 - \$2,495.50, TID #4 - \$4,035.93, and Solid Waste Enterprise Fund - \$2,544.57 for a grand total of \$106,628.10. Roll call: All voted aye. Carried.

Statz/Williams to approve consent agenda:

- a. Approval of 6/20/23 regular Common Council minutes.
- b. Place the following minutes on file:
  - (1) Sturgeon Bay Utility Commission – 5/9/23
  - (2) Zoning Board of Appeals – 5/23/23
  - (3) Finance/Purchasing & Building Committee – 6/13/23
  - (4) Local Arts Board – 6/14/23
  - (5) City Plan Commission – 6/21/23
  - (6) Parking & Traffic Committee – 6/26/23
- c. Place the following reports on file:
  - (1) Bank Reconciliation – May 2023
  - (2) Revenue & Expense Report – May 2023
- d. Consideration of: Approval of beverage operator licenses.
- e. Consideration of: Approval of Temporary Class B Beer Licenses.
- f. Consideration of: Approval of Change of Agent for 2 Brews, LLC.
- g. Parking & Traffic Committee recommendation re: Place two No Parking Here to Corner signs, 60' from the intersection of Neenah Avenue and Deck Street.
- ~~h. Parking & Traffic Committee recommendation re: Purchase of new traffic lights for Maple & Madison Street, along with new poles. Moved to regular agenda.~~
- i. City Plan Commission recommendation re: Amend the Definition of the front lot line within Section 20 of the Municipal Code – Zoning Code.
- j. City Plan Commission recommendation re: Amend various references in Chapter 20 of the Municipal Code – Zoning Code – from building inspector and Community Development Director to Zoning Administrator, to eliminate the reference to Waterfront Design Review Board and to change the reference from zero side yard to lesser side yard in Section 20.27(3)(c) as presented.

Carried.

There were no mayoral appointments.

RECOMMENDATION

We, the Parking & Traffic Committee, hereby recommend, the purchase of new traffic lights for Maple and Madison Street, along with new poles.

PARKING & TRAFFIC COMMITTEE

By: Kirsten Reeths, Chr.

City Administrator VanLieshout explained the traffic signals at Madison Avenue and Maple Street are old and replacement parts are hard to find. City Engineer Shefchik obtained estimates to include all new wiring, signal heads, cabinet and video detection. One of the estimates also include new poles. Statz/Nault to approve. Carried.

Williams/Wiederanders to read in title only and adopt the second reading of the ordinance re: Amending Chapter 32 of the Municipal Code – Property Maintenance/Natural Landscape. Carried.

#### RECOMMENDATION

We, the City Plan Commission, hereby recommend to approve a zoning map amendment from Agricultural (A) to Light Industrial (Industrial Park) (I-A) for parcel #281-64-80000104 located at 1605 Shiloh Road owned by Christine M. Mueller.

#### CITY PLAN COMMISSION

By: David Ward, Chr.

Bacon/Statz to approve. Carried.

Williams/Gustafson to read in title only the first reading of ordinance re: Rezone Parcel 281-64-80000104 located at 1605 Shiloh Road from Agricultural (A) to Light Industrial (Industrial Park) (I-A). Carried.

City Administrator VanLieshout introduced the first reading of ordinance to create the Local Transportation Board. With the creation of the Local Transportation Board, it would cover duties of the Bicycle & Pedestrian Advisory Board and Parking and Traffic Committee. Statz/Wiederanders to read in title only the first reading of ordinance re: Repeal and Recreate the bicycle & Pedestrian Advisory Board and the Parking & Traffic Committee and create the Local Transportation Board. Carried.

#### RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the funds transfer of \$14,570 from line 10-400-000-59096 to cover the additional project costs for heating and insulating the cold storage building.

#### FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

Municipal Services Director Barker introduced. Bacon/Wiederanders to approve. Roll call: All voted aye. Carried.

City Administrator VanLieshout gave his report.

Mayor Ward did not have anything to report.

Nault/Wiederander to adjourn. Carried. The meeting adjourned at 6:30 p.m.

Respectfully submitted,



Laurie A. Spittlemeister  
Deputy Clerk/Treasurer

**CITY OF STURGEON BAY  
Zoning Board of Appeals  
July 11, 2023**

The City of Sturgeon Bay Zoning Board of Appeals was called to order at 12:00 p.m. by Chairperson William Murrock in Council Chambers, City Hall, 421 Michigan Street.

**Roll call:** Members William Murrock, Dave Augustson, Nancy Schopf and Bill Chaudoir were present. Member Morgan Rusnak was excused. Staff present were Community Development Director Marty Olejniczak, Planner/Zoning Administrator Stephanie Servia and Community Development Administrative Assistant Cindy Sommer.

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

1. Roll call.
  2. Adoption of agenda.
  3. Approval of minutes from May 23, 2023.
  4. Public Hearing: Variance from Section 27.12(4) of the municipal code for Bay View Lutheran Church located at 340 W. Maple St, parcel #281-64-60050103A.
  5. Consideration of: Variance from Section 27.12(4) of the municipal code for Bay View Lutheran Church located at 340 W. Maple St, parcel #281-64-60050103A.
  6. Adjourn.
- All ayes. Carried.

**Approval of minutes from May 23, 2023:** Moved by Mr. Chaudoir, seconded by Mr. Augustson to approve the minutes of May 23, 2023. All ayes. Motion carried.

**Public Hearing: Public Hearing: Variance from Section 27.12(4) of the municipal code for Bay View Lutheran Church located at 340 W. Maple St, parcel #281-64-60050103A:**

Chairperson Murrock opened the public hearing at 12:03 p.m. Ms. Servia explained that Bay View Evangelical Lutheran Church would like to install an electronic variable message (EVM) sign on their church property located at 340 W. Maple Street, however these types of signs are not permitted in the Single-Family Residential (R-2) zoning district without a variance. The proposed sign would be 24 square feet and the applicants worked with staff to meet the operation and maintenance standards, a copy of which is in the meeting packet. There have been two similar variances granted for two other churches in the city. Mr. Olejniczak added that this Board set conditions for the past variances. This would be the only sign on the property. All other ground signs on the property would be removed.

Kay Baker, representing the church, explained that the church would like the EVM sign to inform members and visitors of the events happening at the church as they do a lot of community outreach programs. They would also like to post their worship dates/times on the sign in order to inform the members, as well as to attempt to increase their declining membership. The EVM sign would allow passersby to read the sign without disrupting the traffic flow. The variable portion of the sign would be active from 5:00 a.m. until 11:00 p.m., with a brightness that could be altered either automatically or manually. The sign would be placed 6 feet from the sidewalk and about 62 feet from N Ithaca Avenue and would provide an appropriate vision triangle. They will provide landscaping around the sign. Ms. Baker noted that the sign cabinet provided in the agenda packet would be black, not white as shown in the photo.

Rick Wiesner, also representing the church, explained that the sign will be set on 2 piers that are set 4 feet into the ground. Power will be provided from the current bell tower to the new sign. He also stated that he spoke with Sturgeon Bay Methodist Church, who indicated that their EVM sign has been very successful.

No one from the public presented for comment and there were no letters submitted. Ms. Baker indicated that she personally stopped at each house that would have a visible site line to the sign and there was no negative feedback. She also indicated that the variable messages would change with the different events

and this portion of the sign would be shut off after 10:00 p.m. so only the top portion with their name would be lit, and it could be dimmed to a lower brightness as well. Mr. Olejniczak noted that there are no time restrictions on the other churches for the variable portion of the sign.

The public hearing was closed at 12:19 p.m.

**Consideration of: Variance from Section 27.12(4) of the municipal code for Bay View Lutheran Church located at 340 W. Maple St, parcel #281-64-60050103A:**

Mr. Augustson stated that he is in support of the EVM sign but would like the interval time between messages to be set at 30 seconds to attempt to prevent traffic from slowing. Mr. Murrock indicated that this is a positive, modern way to communicate with the public. The members discussed whether to require some type of planting around the base of the sign. Mr. Wiesner indicated that he would prefer to have some type of vegetation there to avoid damage to the sign cabinet when trimming weeds, however the variable message portion would only be about 15" above the ground level so low plants would be preferred.

Mr. Chaudoir motioned to approve the variance request as presented with the reasoning that it may help with the conditions that the message intervals be set at 30 seconds and that a planting bed, to be approved by staff after submitting a site plan for review, would be required around the base of the sign. Ms. Schopf seconded motion. Roll call vote, all ayes. Motion carried.

Moved by Mr. Augustson, seconded by Ms. Schopf to adjourn. All ayes. Motion carried. The meeting adjourned at 12:25 p.m.

Respectfully submitted,

  
Cindy Sommer  
Community Development Administrative Assistant

AESTHETIC DESIGN AND SITE PLAN REVIEW BOARD  
Monday, June 12, 2023

The Aesthetic Design and Site Plan Review Board meeting was called to order at 6:00 p.m. by Chairperson Rick Wiesner in the Council Chambers, City Hall, 421 Michigan Street.

**Roll Call:** Members Rick Wiesner, Nancy Schopf, Thad Birmingham, Mark Struck, Matt Fox and Dave Augustson were present. Pam Jorns was excused. Staff present were Planner/Zoning Administrator Stephanie Servia and Community Development Administrative Assistant Cindy Sommer.

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

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from April 10, 2023.
4. Consideration of: Review of fence permit application by Robin Vallow for 120' long fence along south property line at 434 N. 3<sup>rd</sup> Avenue, parcel #281-62-02000402.
5. List of Certificates of Appropriateness approved by Chair.
6. Adjourn.

All ayes. Motion carried.

**Approval of minutes from April 10, 2023:** Moved by Mr. Augustson, seconded by Mr. Birmingham to approve the minutes. All ayes. Motion carried.

**Consideration of: Review of fence permit application by Robin Vallow for 120' long fence along south property line at 434 N. 3<sup>rd</sup> Avenue, parcel #281-62-02000402:** Ms. Servia explained that the applicant is the owner of the Garden Gate Bed and Breakfast, and she would like to build a fence consisting of reclaimed wooden doors in white, wood tones and possibly blue colors. The fence would be on the south property line for approximately 120 feet. This matter comes before the Board because the property is being used for a commercial purpose. The Board has the option to approve as presented, approve with conditions, or deny the application.

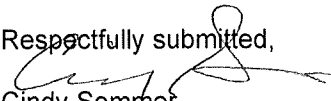
Robin Vallow is the applicant and explained that her current neighbor has a variety of tires, refrigerators, and other debris that she would like to block from view in her backyard. She is planning to use a variety of Victorian style exterior doors, which fits with her bed and breakfast theme. She stated that her neighbor is agreeable to her plan. She is planning to leave enough space on the back side of the fence for maintenance and both sides of the fence will be similar and attractive. She is also considering integrating one or more seating areas along the fence area. Construction of the fence would involve using hinges to join the doors and installing one post for every four doors.

The members discussed whether the neighbor's side of the fence should be one uniform color, what type of maintenance would be required, the type of seating area being proposed and whether that would be considered a structure if it has a roof. Ms. Vallow stated she will work with the neighbor on the color to determine if one uniform color would be preferred. Mr. Augustson and Mr. Birmingham both commented that the fence ordinance is vague and doesn't give them direction on materials or other possible restrictions and staff may want to look at revising the ordinance to provide more guidance. Mr. Struck expressed concerns about maintenance and eventual deterioration of the wooden doors, as well as the view from the neighbor's side of the fence.

Mr. Birmingham motioned to approve the application as presented. Motion seconded by Ms. Schopf. Mr. Wiesner, Ms. Schopf, Mr. Augustson, Mr. Fox, and Mr. Birmingham voted aye. Mr. Struck voted nay. Motion carried.

**List of Certificates of Appropriateness approved by Chair.** No comments were made.

**Adjourn:** Moved by Mr. Birmingham, seconded by Mr. Struck to adjourn. All ayes. Motion carried. The meeting adjourned at 6:32 p.m.

Respectfully submitted,  
  
Cindy Sommer  
Community Development  
Administrative Assistant

**FINANCE/PURCHASING & BUILDING COMMITTEE**  
**June 27, 2023**

A meeting of the Finance/Purchasing & Building Committee was called to order at 4:30 pm by Chairperson Bacon in the Council Chambers, City Hall. Roll call: Alderpersons Bacon and Wiederanders were present. Alderperson Williams was excused. Also present: City Administrator VanLieshout, Finance Director/City Treasurer Clarizio, and Office Accounting Assistant II Metzger.

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

1. Roll call.
2. Adoption of agenda.
3. Public comment on agenda items and other issues related to finance & purchasing.
4. Consideration of: Purchase of 2024 Aquatic Weed Truck.
5. Review bills.
6. Adjourn.

Carried.

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

Consideration of: Purchase of 2024 Aquatic Weed Truck.:

City Administrator Van Lieshout stated the current truck the city utilizes for hauling loads such as leaves, and aquatic weeds needs replacing. The new purchase would replace a 2006 Chevrolet 3500 truck valued at \$2,500. The new truck is expected for delivery in 2024.

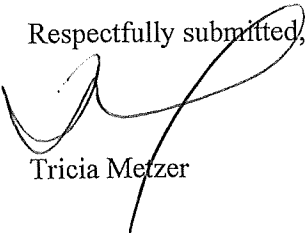
Moved by Alderperson Wiederanders, seconded by Alderperson Bacon to recommend to Common Council to approve the purchase of a Chevrolet 3500 from Ewald Chevrolet Buick in an amount not to exceed \$43,781 and purchase a new truck body including stainless option from Monroe Truck Equipment in an amount not to exceed \$38,578, and trade in the 2006 Chevrolet 3500 valued at \$2,500. Carried.

Review bills

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

Moved by Alderperson Bacon, seconded by Alderperson Wiederanders to adjourn. Carried. The meeting adjourned at 4:37 pm.

Respectfully submitted,



Tricia Metzger



# 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, 2023

Date: July 11, 2023

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 46 crimes.

These crimes can be broken down and classified as follows.

Theft.....	06
Custodial Interference.....	03
Fraud / Forgery.....	06
Domestic Abuse.....	06
Disorderly Conduct.....	03
Possess Controlled Substance.....	01
Criminal Damage to Property.....	11
Threats to Injure.....	01
Theft of Vehicle.....	01
Bail Jumping.....	03
Violate Court Order.....	01
Criminal Trespass.....	02
Drug Investigation.....	02
<b>TOTAL</b>	<b>46</b>



## Arrests

The Department completed a total of 134 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.....	05
Possess Controlled Substance.....	08
Weapon Offense.....	01
Sex Offense.....	01
<b>TOTAL</b>	<b>15</b>

### B. Misdemeanor Crime Arrests

Disorderly Conduct.....	07
Bail Jump.....	02
Battery.....	02
Possess Drug Paraphernalia.....	03
Resist / Obstruct Officer.....	02
Trespass to Dwelling.....	02
Possess Controlled Substance.....	03
Criminal Damage to Property.....	02
<b>TOTAL</b>	<b>23</b>

Wisconsin Probation & Parole Arrests / Warrant Arrests.....	11
<b>TOTAL</b>	<b>11</b>

### C. Ordinance Violation Arrests

Outside Storage of Junk / Debris.....	02
Meddle w/Destruction of Property.....	02
Underage Consumption of Intoxicants.....	01
Disorderly Conduct.....	01
Urinate / Defecate in Public.....	03
Burn w/o Permit.....	01
Littering.....	01
<b>TOTAL</b>	<b>11</b>

### D. Traffic Crime Arrests

Operate while Intoxicated.....	01
No Valid Driver's License.....	01
Operate while Revoked.....	03
Fail to Install Ignition Interlock Device.....	01
<b>TOTAL</b>	<b>06</b>

### E. Traffic Violation Arrests

Speeding.....	37
No Valid Driver's License.....	05
Operate M/V without Insurance.....	03
Operate while Suspended / Revoked.....	05
Fail to Wear Seatbelt.....	02
Miscellaneous Violations.....	12
Operating While Intoxicated.....	02
<b>TOTAL</b>	<b>68</b>

In addition to the aforementioned arrests, the Department conducted a total of 405 traffic stops during the month and logged 135 violations for various motor vehicle defects and local ordinances and issued 123 written warnings for those violations. A total of 02 parking tickets were issued for violations throughout the city.

#### **Traffic Accidents**

The Department during the month investigated a total of 12 vehicle accidents. These accidents are categorized into four types.

A.	Motor Vehicle Accidents Involving Fatalities .....	00
B.	Motor Vehicle Accidents Involving Injuries.....	02
C.	Motor Vehicle Accidents Involving Property Damage .....	18
	(greater than \$1,000.00)	
D.	Motor Vehicle Accidents Involving Property Damage .....	00
	(less than \$1,000.00)	<b>TOTAL 20</b>

#### **Police Service Calls**

Department members handled 757 service calls during the month. These calls consist of both citizen requests for police service as described below (680), crimes investigated (46), traffic accidents investigated (20), and Wisconsin Probation and Parole Assists (11).

A.	Traffic and Road Incidents.....	105
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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 .....	04
----	------------------------	----

These complaints involve private parties, licensed liquor establishments, and parties in public places.

C.	Sick and Injured Persons.....	14
----	-------------------------------	----

Assistance rendered to the Ambulance Service and sick or injured persons.

D.	Alarms.....	21
----	-------------	----

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.....	21
----	-----------------------------------	----

Investigations by officers of noisy animals, loose animals, animal bites, wild animals and sick, injured or dead animal complaints.

F.	Civil Disputes.....	06
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Arguments between neighbors, landlords and tenants, and family members where no crimes have been committed.

G. Escorts.....00

Transporting citizens, money escorts for area financial institutions, funerals, and for area industry and farming.

H. Citizen Assist .....53

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.....07

Includes assistance to other law enforcement and government agencies.

J. Suspicious Person / Vehicle / Circumstance .....30

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.....02

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 .....07

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 .....388

Includes arrest warrants served, recovered property calls, unfounded calls for police service, minor calls for police service, and 9-1-1 calls investigated.

N. Welfare Checks .....22

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.

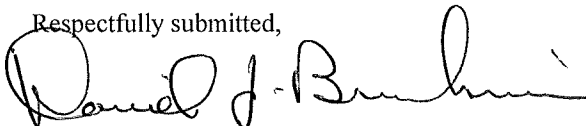
**TOTAL 680**

#### **Department Training**

The Joint SWAT Team and Dive Team completed their monthly training. training exercises. Officer Derek Jennerjohn attended the annual School Resource Officer Conference. Officers attended mandatory department training in the use and certification of the new department issued Taser 7 Conducted Electrical Weapon

Assistant Chief Brinkman presented Civilian Response to Active Threats to employees at DCMC-Sister Bay Campus.

Respectfully submitted,



Assistant Chief Daniel J. Brinkman



# CITY of STURGEON BAY FIRE DEPARTMENT

Kalin Montevideo  
Assistant Fire Chief

421 Michigan St  
Sturgeon Bay, WI 54235

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

## STURGEON BAY FIRE DEPARTMENT JUNE 2023 FIRE REPORT

JUNE 2023 INCIDENTS: 177  
2023 YTD TOTAL: 852

JUNE 2022 INCIDENTS: 163  
2022 YTD TOTAL: 868

### INCIDENTS BY JURISDICTION:

CITY: 154 Year to Date: 784

116 – Medical Incident  
01 – Animal Rescue  
01 – Structure Fire  
03 – Unauthorized Burning  
04 – Vehicle Accident  
01 – Authorized/Controlled Burning

05 – Public Service Assist  
02 – Dispatched & Cxl in Route  
02 – HazMat Incident  
03 – Carbon Monoxide Incident  
03 – Watercraft Rescue

### AVERAGE RESPONSE TIME:

EMERGENT: 3.1 Minutes NON-EMERGENT: 5.4 Minutes

01 – Excessive Heat/Scorch Burns, No Fire  
07 – Alarm/Detector Activation, No Fire  
01 – No Incident found at Dispatch Location  
03 – Assist Law Enforcement/Other Agency  
01 – Gas/Flammable Liquid Spill

Town of Sevastopol: 10 Year to Date: 32

EMERGENT: 10.6 Minutes

NON-EMERGENT: 11.3 Minutes

01 – Authorized/Controlled Burning  
02 – Vehicle Accident  
01 – Power Line Down

01 – Medical Incident  
01 – Gas Leak  
01 – Water Related Rescue

02 – Dispatched & Cxl in Route  
01 – Grass/Brush/Outside Fire

Town of Sturgeon Bay: 06 Year to Date: 20

EMERGENT: 7.5 Minutes

NON-EMERGENT: 8.3 Minutes

04 – Medical Incident

01 – Person in Distress

01 – Smoke Scare/Odor of Smoke

### MUTUAL AID/MABAS INCIDENTS

Egg Harbor: 01 Year to Date: 05

01 – Dispatched & Cxl in Route

Gibraltar:

01 Year to Date: 01

01 – Dispatched & Cxl in Route

Southern Door: 02 Year to Date: 02

02 – Structure Fire

Brussels, Union, Gardner:

02 Year to Date: 04

02 – Assist Law Enforcement/Other Agency

Algoma: 01 Year to Date: 01

01 – Search for Person in Water/Dive Team Activation

Sister Bay:

0 Year to Date: 01

Jacksonport:

0 Year to Date: 02

### INSPECTION REPORT:

	<u>Regular Inspections</u>	<u>Re Inspections</u>	<u>Occupancy Inspections</u>	<u>Hours</u>
Inspections – City of Sturgeon Bay:	<u>269</u>	<u>32</u>	<u>07</u>	<u>212.1</u>
Inspections – Town of Sevastopol:	<u>05</u>	<u>02</u>	<u>0</u>	<u>13.7</u>
Inspections – Town of Sturgeon Bay:	<u>01</u>	<u>0</u>	<u>0</u>	<u>0.32</u>
Inspections – Town of Jacksonport:	<u>03</u>	<u>02</u>	<u>0</u>	<u>1.32</u>

Town of Sevastopol Burn Permits:

Permits Issued for Month: 0

Year to Date Permits Issued: 27

Town of Sturgeon Bay Burn Permits:

Permits Issued for Month: 03

Year to Date Permits Issued: 03

## **SPECIAL REPORTS, TRAINING, AND MAINTENANCE**

### **MAINTENANCE:**

Firefighters conducted maintenance and repairs on self-contained breathing apparatus (SCBA) units along with changing all batteries in heads up display (HUD) units; conducted daily/weekly truck checks; assisted DPW with repairing a fence at the ball field; cleaned turn out gear/hood rotations; general station cleaning; wired new docking stations in fire apparatus; replaced batteries on Engine 707 and Truck 724; cleaned and disinfected the ice machine; replaced the impeller on Marine 732; replaced the exhaust end on Engine 706; installed a battery cut off switch in Utility 726; and applied anti-skid to the repelling tower at the SB Training Facility.

### **TRAINING:**

86.2 total hours of training were conducted in June. Firefighters trained with driver/operator procedures; trained with Truck 724 operations; response/scene size-up procedures; air bag & stabilization procedures; containment boom deployment operations/equipment; trained with operations & electronics on Marine 731/732 and water rescue procedures with WI DNR.

### **OTHER:**

Fire Chief and AC attended City and other Town meetings. AC Montevideo installed one car seat and gave a presentation to a Babysitting class on fire safety and first aid procedures; firefighters participated in "Kick off to Summer". We held the written exam and physical agility testing for Part-Time Firefighter.

**BEVERAGE OPERATOR LICENSES**

1. Abernathy, Taylor S.
2. Follick, Jack H.
3. Howard, Damion L.
4. Hubing, Benjamin R.
5. Jacobe, Todd A.
6. Lucre, Kaylee B.
7. Rubin, Megan J.
8. Sawyer, Amber M.
9. Schommer, Charles P, Jr.
10. Schwark, David A.

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



Phone 920-746-2900  
Fax 920-746-2905

Visit our website at: [www.sturgeonbaywi.org](http://www.sturgeonbaywi.org)

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July 11, 2023


Stephanie Reinhardt  
City Clerk  
421 Michigan Street  
Sturgeon Bay, WI 54235

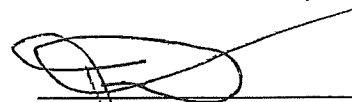
Ms. Reinhardt:

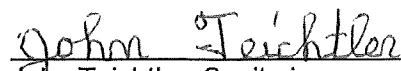
We, the undersigned, have received a request for certification of compliance for a Temporary Class B Beer and Temporary Class B Wine license:

Door County Farm Bureau  
4078 County V  
Egg Harbor, WI 54209  
Agent: Denise Plassmeyer  
Event: Door County Fair – Farm Bureau Food Stand  
Date: August 8 – 13, 2023

This letter is to certify that the applicants and the premises comply with those regulations, ordinances and law. We observed no condition that would prevent issuance of the requested license.

  
Clint Henry, Police Chief  
City of Sturgeon Bay

  
Tim Dietman, Fire Chief  
City of Sturgeon Bay

  
John Teichtler, Sanitarian  
City of Sturgeon Bay/County of Door

# the Miller ART MUSEUM

June 12, 2023

**TO:** Sturgeon Bay Common Council  
421 Michigan Street  
Sturgeon Bay, WI 54235

**FROM:** Miller Art Museum

**SUBJECT:** Request to Serve Alcohol After Hours

## BOARD OF DIRECTORS

**Karen Hertz-Sumnicht**  
President

**James G. Vander Heiden**  
Vice President

**Marsha Lindh**  
Secretary

**Craig S. Blietz**  
Director

**melaniejane**  
Director

**Anne W. Egan**  
Director

**William C. Parsons**  
Director

**Kristi M. Roenning**  
Past President

**Cheryl Stidwell Parker**  
Director

**Anne Woelfel**  
Director

## STAFF

**Elizabeth Meissner-Gigstead**  
Executive Director

**Helen del Guidice**  
Curator of Exhibits & Coll.

**Marie Kimball**  
Education & Outreach Coord.

Dear Mayor Ward and City of Sturgeon Bay Common Council Members,

What a pivotal year 2022 was for the Miller Art Museum! The art museum is a principal cultural resource for Door County, providing wide-ranging audiences with an accessible platform for the exploration, appreciation, and advancement of the visual arts. For nearly half a century, the Miller Art Museum has been championing and celebrating the artistic achievements of visual artists creating on the Door Peninsula and beyond. We:

- Welcome thousands of visitors annually to our regional creative community through diverse, changing exhibitions that stimulate the imagination and arouse curiosity;
- House a growing collection of more than 1,300 works of art from 20<sup>th</sup> c. to present;
- Offer a robust and inspiring schedule of lectures, workshops, events, and exhibit-related programming at the museum and M3, our satellite education space in downtown Sturgeon Bay, which made its debut in 2021.
- Continue our commitment to deepening our offerings for visual artists through our residency program, the *AI & Mickey Quinlan Artist Residency* housed at the Peninsula's iconic Dome House, a program facilitated in partnership with the Quinlan family.

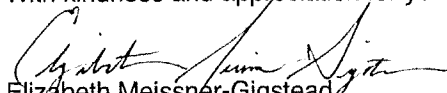
There is no better time, I am certain, to recognize and celebrate the contributions of cultural institutions like ours! I write with enthusiasm, seeking your consideration and permission, to serve wine at the following evening receptions for the remainder of 2023:

Event Date and Time	Exhibition
Friday, Jul 21, 5:30 – 7 PM	<i>Blind Spot by Suzanne Rose and Séjour: Impressions of Giverny by Brigitte Kozma</i>
Friday, Sep 15, 5:30 – 7 PM	<i>48<sup>th</sup> Juried Annual</i>
Friday, Nov 3, 5:30 – 7 PM	<i>Newfangled: Modernism in the Permanent Collection and Wildlife Biennial XXI</i>


Please note that we would like to offer wine to patrons at no charge during hours when the library is closed; we kindly request for this item to be placed on the next agenda for consideration.

If you have any questions about this request, please contact me directly at (920) 746-0707; I would be happy to provide clarification as well as articulate the value of our institution.


With kindness and appreciation for your consideration,

  
Elizabeth Meissner-Gigstead  
Executive Director

cc: Door County Library Board of Directors

 107 S. 4th Ave., Sturgeon Bay  
Door County, Wisconsin, 54235

 millerartmuseum.org  
info@millerartmuseum.org

 920.746.0707 (ofc)  
920.746.7124 (museum)



## Miller, Suzanne

---

**From:** Elizabeth Meissner-Gigstead <egigstead@millerartmuseum.org>  
**Sent:** Thursday, June 15, 2023 9:39 AM  
**To:** Miller, Suzanne  
**Subject:** Miller Art Museum Request to Serve Alcohol  
**Attachments:** 2023 Alcohol Request Ltr.pdf

Greetings, Suzanne -

I hope you're having a great week! I'm forwarding to you a Request to Serve Alcohol from the Miller Art Museum that I'm hopeful can be placed on the next meeting of the Common Council agenda. This was a routine annual request prior to covid and we're hoping to dip our toes back into this for future events.

Kindly let me know if you have any questions or concerns and if you could confirm your receipt, it would be appreciated. Otherwise, thank you for your help with placement on the agenda!

Best,



--

Elizabeth Meissner-Gigstead (she/her)  
Executive Director, Miller Art Museum  
920.746.0707 (ofc) | 920.746.7124 (mus) | [egigstead@millerartmuseum.org](mailto:egigstead@millerartmuseum.org)  
[www.millerartmuseum.org](http://www.millerartmuseum.org)  
107 S. 4th Avenue, Sturgeon Bay, WI 54235

**CITY OF STURGEON BAY  
STREET CLOSURE APPLICATION**

Name of Applicant:

Destination Sturgeon Bay

Name of Event:

Sail Thru The Avenue Sidewalk Sale

Contact Phone #:

920-743-6246

Date(s) of Event:

July 27<sup>th</sup>, 2023

Time:

10AM-4pm

Estimated # of Attendees:

3000

Specific Location:

3rd Ave - 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:

Anana B...

Address:

34 S. 3rd Avenue

Date Submitted:

Sturgeon Bay, WI 54285

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

Approval:

Fire Chief:

Date:

6-21-23

Police Chief:

Date:

6-20-23

Comm. Dev:

Date:

6-27-23

Streets/Parks:

Date:

6-22-23

City Clerk:

Date:

6/27/23

Finance Dir:

Date:

6/27/23

City Engineer:

Date:

6-22-23

City Admin:

Date:

6-27-23

Common Council Approval Date:



Copy of Approved Street Closure Application sent to EMS Director.

## HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Dated this 14 day of June, 2023.

By: \_\_\_\_\_

Cyril Ch...  
Exec. Director

By: \_\_\_\_\_

Andrea B...  
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: 06/16/2023



Dated: 6/14/2023

Arana Brun

Company Name (if applicable): Destination Sturgeon Bay

Billing Address: 36 S. 3rd Ave

Sturgeon Bay, WI 54235

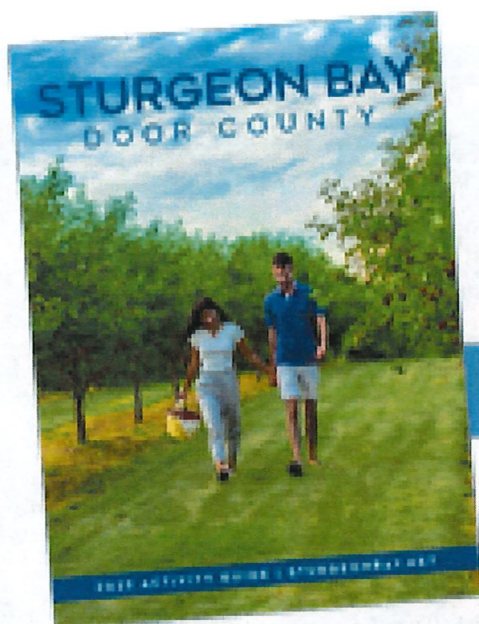
Telephone: 920-743-6246

**JULY 27, 2023**  
**3RD AVENUE**  
**10 AM TO 6 PM**

Take advantage of great bargains and discover unique finds including art, textiles, and more during this citywide event from 10 am-6 pm! Third Avenue will be closed to traffic —Stop by for food, beverages, and entertainment.

Fill out vendor application here

([https://www.sturgeonbay.net/images/uploads/documents/Sidewalk\\_Sales\\_Vendor\\_Application\\_2023-4.pdf](https://www.sturgeonbay.net/images/uploads/documents/Sidewalk_Sales_Vendor_Application_2023-4.pdf))



## 2023 ACTIVITY GUIDE REQUEST YOURS NOW

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

JUL  
04

### STURGEON BAY CELEBRATES 4TH OF JULY!

4th of July Celebration!.

LEARN MORE → ([HTTPS://WWW.STURGEONBAY.NET/EVENTS/SPECIAL-EVENTS/STURGEON-BAY-CELEBRATES-4TH-OF-JULY-2023](https://www.sturgeonbay.net/events/special-events/sturgeon-bay-celebrates-4th-of-july-2023))



2023 Sidewalk Sale

Sidewalk Sales Date: Thursday, July 27, 2023

Time: 10am-6pm

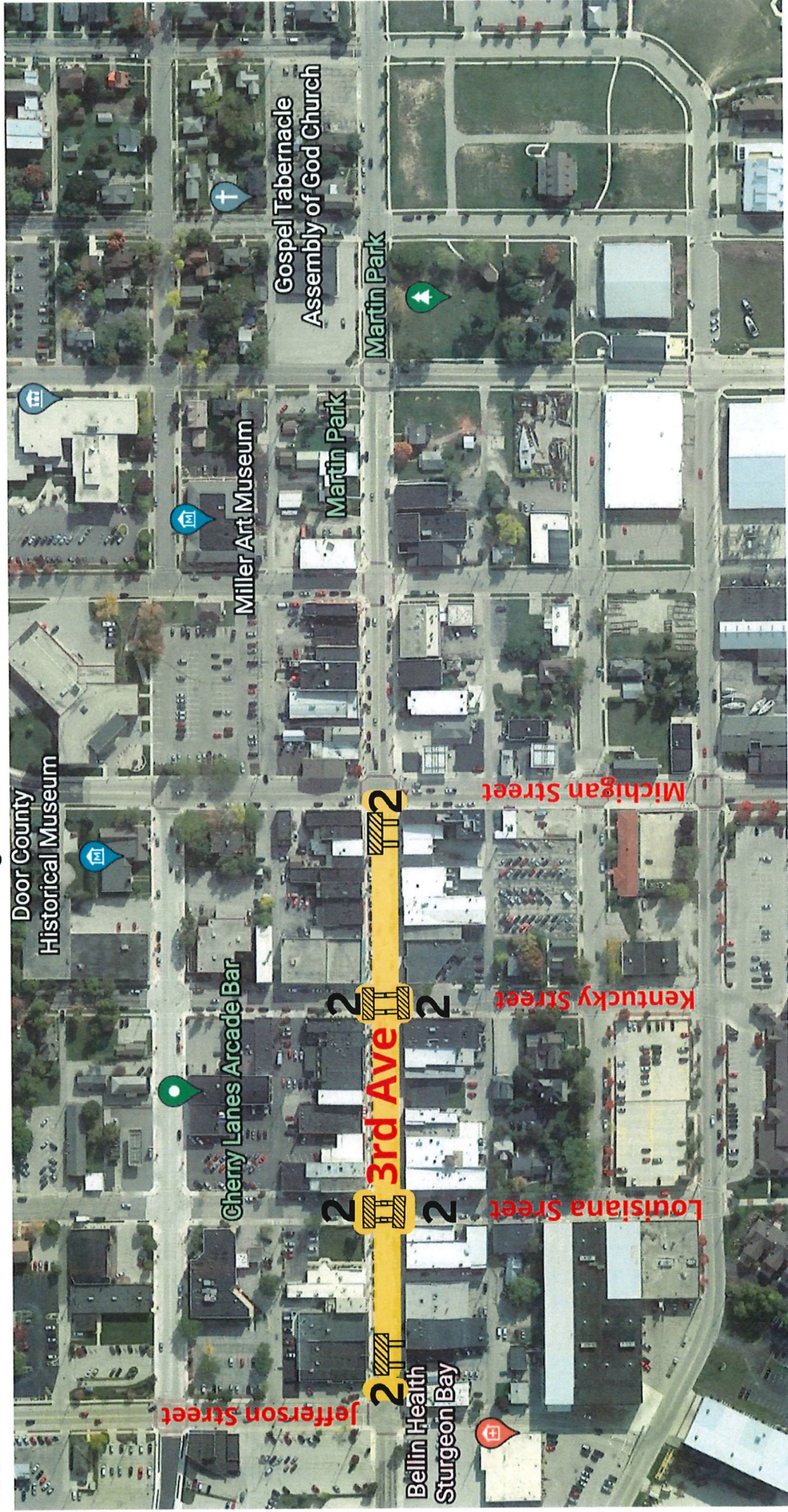
Location: 3rd Avenue from Jefferson St. to Michigan St.



12 Barricades Needed

7.27-Road Closes at 7AM (City)

7.27-Road Reopens at 7PM (DSB)







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/14/2023

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).

<b>PRODUCER</b> Schmitz Insurance, LLC 7153 State Highway 42 57  Sturgeon Bay WI 54235-9490		<b>CONTACT NAME:</b> PHILIP J SCHMITZ <b>PHONE (A/C, No, Ext):</b> 920-473-4400 <b>E-MAIL ADDRESS:</b> Phil@SchmitzInsurance.com <b>FAX (A/C, No):</b> 8153019066																					
<b>INSURED</b> Sturgeon Bay Visitor & Convention Bureau, Inc. Destination Sturgeon Bay 36 S 3rd Avenue Sturgeon Bay WI 54235-2292		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>West Bend - NSI</td><td>15350</td></tr><tr><td>INSURER B:</td><td>Travelers Indemnity Company of Connecticut</td><td>25682</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	West Bend - NSI	15350	INSURER B:	Travelers Indemnity Company of Connecticut	25682	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																							
INSURER E:																							
INSURER F:																							

**COVERAGES****CERTIFICATE NUMBER:** 20230614132622657**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	N	N	A615463	07/18/2022	07/18/2023	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
	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" 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	07/18/2022	07/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$	N	N	A629733	07/18/2022	07/18/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
B	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

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

Sidewalk Sales  
Date: Thursday, July 27th, 2023  
Time: 10AM-6PM  
Location: 3rd Avenue- Downtown Sturgeon Bay

**CERTIFICATE HOLDER**

City of Sturgeon Bay  
Sidewalk Sales  
421 Michigan St  
Sturgeon Bay WI 54235  
Fax: 920-746-2906

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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**RECOMMENDATION**

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

We, the Finance/Purchasing & Building Committee, hereby recommend to approve hiring R.W. Baird for consulting services for the creation of TID #10.

Respectfully submitted,

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: July 11, 2023

\*\*\*\*\*

Introduced by \_\_\_\_\_.

Moved by Alderperson \_\_\_\_\_ seconded by

Alderperson \_\_\_\_\_ that said recommendation be adopted.

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.



## EXECUTIVE SUMMARY

Title: General Consulting Services Agreement – Baird – Assistance with TID #10 Creation

Background: The City of Sturgeon Bay has been working with JPEJ, LLC (Paul Shefchik/Joe Shefchik) on the developing a workforce housing subdivision on the city-owned 5-acre parcel fronting on S. Hudson Avenue. A draft development agreement is being reviewed by the Finance Committee and Council. If approved, the City will be covering the costs of the infrastructure needed to serve the proposed single-family homes. The total costs for the proposed development are approximately \$1 Million. There are various sources of funding for the city costs, including remaining American Recuse Plan Act (ARPA) funds and remaining TID #1 affordable housing funds. But creating a tax increment district and using tax incremental financing for at least a portion of the project costs would free up funds for other development and housing projects. Hence, creating a new TID is supported by staff. If created, it would be TID #10 (assuming TID #9 for the industrial park is approved).

To create a mixed-use TID there are several steps and state rules that must be followed. The proposed housing project cannot be more than 35% of the area of the TID. The initial proposal for TID #10 would be to include the adjoining Scharner Implement, Kwik Trip, and Starbucks properties. With those parcels included, the TID meets the statutory rules. Plus, the district could take advantage of the recent and ongoing development to increase the amount of tax increment available. However, to capture the new development of the Starbucks property and Kwik Trip property, the district must be created by September 30<sup>th</sup>. That timeline is tight, but doable.

The creation of a TID involves many steps and there are numerous technical requirements to follow. A detailed project plan that includes financial projections is required. Sturgeon Bay has traditionally relied upon R. W. Baird, its financial consultant, to draft the project plan and lead the city through the adoption process. Baird will prepare the project plan and proformas and lead the process for \$7,000. This cost of creating the plan is reimbursable from the TID proceeds.

Options:

1. Hire R. W. Baird to assist with the creation of TID #10.
2. Seek other proposals to perform the service.
3. Direct staff to create the project plan and implement the TID using in house personnel.
4. Decide not to pursue the creation of a TID.

Fiscal impact: Baird will charge the City \$7,000. If the TID is successfully implemented, that fee will be collected from future tax increments, meaning there is no fiscal impact on the City. If the TID is ultimately not implemented, then the funds would come from the general funds.

Recommendation: Pursue the creation of a tax increment district for the workforce housing project and hire R. W. Baird for consulting services for the creation of TID #10.

Prepared by: Martin Olejniczak  
Martin Olejniczak  
Community Development Director

7/6/2023  
Date

Reviewed by: Val Clarizio  
Val Clarizio  
Finance Director

7/6/23  
Date

Reviewed by: Josh Van Lieshout  
Josh Van Lieshout  
City Administrator

7/6/23  
Date

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the purchase of a Chevrolet 3500 from Ewald Chevrolet Buick in an amount not to exceed \$43,781 and purchase a new truck body, including stainless option from Monroe Truck Equipment in an amount not to exceed \$38,578, and trade in the 2006 Chevrolet 3500 valued at \$2,500.

Respectfully submitted,

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: June 27, 2023

\*\*\*\*\*

Introduced by \_\_\_\_\_.

Moved by Alderperson \_\_\_\_\_ seconded by

Alderperson \_\_\_\_\_ that said recommendation be adopted.

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

## Executive Summary

**Date:** June 15, 2023

**Title:** Purchase of a 2024 Aquatic Weed Truck

**Background:** On June 15, 2023, the Municipal Services Department opened proposals for the purchase of a new aquatic weed truck In accordance with the City of Sturgeon Bay Purchasing & Property Accountability Policy, specifications were prepared and competitive sealed bidding was used to obtain pricing. Two bids were received for the chassis and one bid was received for the body.

Ewald Chevrolet Buick  
Oconomowoc, WI  
2024 Chevrolet Silverado 3500  
\$43,781 Truck  
\$2,500 Trade  
\$41,281

Ewald Ford  
Oconomowoc, WI  
2024 Ford F350  
\$50,781 Truck  
\$2,500 Trade  
\$48,281

Monroe Truck Equipment  
Green Bay, WI  
\$29,151 Body  
\$9,427 Stainless Option  
\$14,281 Chipper Cover Option

The 2023 capital budget line 10-560-000-59035 included \$85,000 for the purchase.

**Fiscal Impacts:** \$82,359 and the trade of our 2006 Chevrolet 3500 valued at \$2,500.

**Recommendation:** Staff recommends purchasing the Chevrolet 3500 from Ewald Chevrolet Buick at a price not to exceed \$43,781 and trading in our 2006 Chevrolet 3500 valued at \$2,500. And purchasing the new truck body from Monroe Truck Equipment at a price not to exceed \$38,578, this would include the stainless option.


**Prepared By:**



Mike Barker  
Municipal Services Director

**Date:** 15 JUN 2023

**Reviewed By:**



Valerie Clarizio  
Finance Director

**Date:** 6/16/23

**Reviewed By:**

Josh VanLieshout  
City Administrator

**Date:** \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

An Ordinance to Rezone Parcel #281-64-80000104 located at 1605 Shiloh Road.

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

SECTION 1: The following described property is hereby rezoned from Agricultural (A) to  
Light Industrial (Industrial Park) (I-1A):

A parcel of land located in Section 20, Township 27 North, Range 26 East,  
City of Sturgeon Bay, Door County, Wisconsin and more particularly  
described as that portion of Subdivision 80 lying westerly of the former  
Ahnapee & Western Railroad right-of-way being a part of the NW ¼ of the  
NW ¼, Section 20, Town 27 North, Range 26 East.

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

Approved:

\_\_\_\_\_  
David Ward  
Mayor

Attest:

\_\_\_\_\_  
Stephanie Reinhardt  
City Clerk

## ORDINANCE NO. \_\_\_\_\_

An ordinance to repeal the Bicycle & Pedestrian Advisory Board and the Parking & Traffic Committee and create the Local Transportation Board

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

SECTION 1: Section 1.167 of the Municipal Code (Bicycle and Pedestrian Advisory Board) of the City of Sturgeon Bay, Wisconsin is hereby repealed and recreated as follows:

- (1) *Created.* The Local Transportation Board of the City of Sturgeon Bay is hereby created.
- (2) *Purpose.* The purposes and tasks of the Local Transportation Board are to assist the common council in creating and implementing plans, goals, and policies involving vehicular, transit, bicycle, and pedestrian traffic and parking issues (transportation) for the City of Sturgeon Bay; to assist in the future planning and budgeting for municipal transportation and parking related facilities; and to promote all modes of local transportation including recreational travel.
- (3) *Membership; officers.* Members of Local Transportation Board shall be appointed by the mayor, subject to confirmation by the common council. The board consists of five members as follows:
  - a. Three alders from the common council.
  - b. Two citizen members who shall be residents of the city. The citizen members shall serve a term of three years except that of the initial members so appointed, one member shall serve a term of three years and one member shall serve a term of two years. Thereafter, the term for each citizen member shall be three years. Members may be reappointed.
  - c. *Officers.* The mayor shall appoint one of the members from the common council to serve as the chairperson. The board shall elect a vice-chairperson.
- (4) *Duties.* The Local Transportation Board shall act in an advisory capacity to the common council. It may also make recommendations to the parks and recreation committee and plan commission as necessary. The board shall have the following duties:
  - a. Review existing plans and policies related to modes of transportation and parking facilities and prioritize implementation

measures. Advise and assist the city regarding the details of plans, goals, policies, and activities relating to such plans.

- b. Develop funding ideas for implementation of improvements.
- c. Pursue grants and other related local transportation facility enhancement funding.
- d. Develop and/or promote educational and marketing materials including safety tips, promotion of the benefits of biking/walking, and maps.
- e. Review requirements for gaining recognition for the city's efforts in providing bicycle and pedestrian transportation and recreation facilities (e.g. Bicycle Friendly Community, etc.) and recommend steps for the city to qualify for such recognition or status, if appropriate.
- f. Review locations and design of public parking facilities, restrictions for on-street public parking (no parking zones, time limits, accessible spaces, etc.).
- g. Review traffic signage, crosswalks, and speed limits along local streets.
- h. Other tasks as needed or delegated to it by the common council as related to the board's stated purpose in subsection (2).

SECTION 2: Section 2.03 (2) of the Municipal Code (Committees) of the City of Sturgeon Bay, Wisconsin is hereby repealed and recreated as follows:

(2) *Standing committees.* The following standing committees shall be appointed annually at the first meeting after election: board of public works, finance/purchasing and building committee, personnel committee, community protection and services committee, ~~parking and traffic committee~~ and parks and recreation committee.

SECTION 3: The ordinance shall take effect on the day after its publication.

Approved:

---

David Ward  
Mayor

Attest:

---

Stephanie L. Reinhardt  
City Clerk

Resolution No. \_\_\_\_\_

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$3,100,000  
GENERAL OBLIGATION PROMISSORY NOTES

WHEREAS the City of Sturgeon Bay, Door County, Wisconsin (the "City") is presently in need of approximately \$3,100,000 for public purposes, including paying the cost of street and parking lot projects, improvements to public buildings, sites and facilities, the acquisition of vehicles and equipment, infrastructure improvements in Tax Incremental District No. 6 and an incentive payment to a developer in Tax Incremental District No. 6 (collectively, the "Project"); and

WHEREAS it is desirable to borrow said funds through the issuance of general obligation promissory notes pursuant to Chapter 67, Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Issuance of the Notes. The City shall issue its General Obligation Promissory Notes in the approximate amount of \$3,100,000 (the "Notes") for the Project.

Section 2. Sale of the Notes. The Common Council hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Notes as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with Robert W. Baird & Co. Incorporated ("Baird")) be and hereby is directed to cause notice of the sale of the Notes to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete Official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with Baird) shall cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.



Section 5. Reimbursement. The Common Council hereby officially declares its intent pursuant to Treasury Regulation Section 1.150-2 to reimburse any expenditures made in connection with the Project prior to the issuance of the Notes with the proceeds of the Notes in an amount not to exceed \$3,100,000.

Adopted, approved and recorded July 18, 2023.

---

David J. Ward  
Mayor

ATTEST:

---

Stephanie L. Reinhardt  
City Clerk

(SEAL)

## EXECUTIVE SUMMARY

**TITLE:** Debt Issuance of general obligation promissory notes for capital projects and purchases including street and parking lot projects, improvements to public buildings, sites and facilities, the acquisition of vehicles and equipment, and infrastructure improvements in Tax Incremental District No. 6.

**BACKGROUND:** The proposed \$3,100,000 general obligation promissory notes will be issued to provide financing for the following capital items as detailed in the 2023 budget.

Axon Fleet Three Recording System  
Spillman Modules  
Squad Cars (2)  
Body Cameras  
Fire Truck – Brush Truck  
Annual Storm Sewer Outlay  
Annual Road Improvements  
Rubber Tire Loader  
Duluth Avenue Design  
Annual Expense Alley/Parking Lots  
Oak Street Parking Lot  
Garage Doors  
Door Replacement  
40 HP Tractor  
Aquatic Water Weed Harvester  
Water Weed Truck  
Aquatic Plant Management Plan  
TID #6 (Land acquisition & Infrastructure)

**FISCAL IMPACT:** See attached financing plan for the estimated debt payment schedule.

**RECOMMENDATION:** Recommend to the Common Council that the City issue approximately \$3,100,000 in general obligation promissory notes for the purpose of funding street and parking lot projects, improvements to public buildings, sites and facilities, the acquisition of vehicles and equipment, and infrastructure improvements in Tax Incremental District No. 6.

**PREPARED BY:**

Valerie J. Clarizio  
Valerie J. Clarizio  
Finance Director/City Treasurer

7/6/23  
Date

**REVIEWED BY:**

Joshua VanLieshout  
Joshua VanLieshout  
City Administrator

7/6/23  
Date

BAIRD

# City of Sturgeon Bay

Common Council Meeting

July 18, 2023

**Bradley D. Viegut, Managing Director**

[bviegut@rwbaird.com](mailto:bviegut@rwbaird.com)

777 East Wisconsin Avenue  
Milwaukee, WI 53202  
Phone 414.765.3827

# City of Sturgeon Bay

Common Council Meeting

July 18, 2023

## Timeline

- Finance Committee considers plan of finance..... July 11, 2023
- Common Council considers Set Sale Resolution for General Obligation Promissory Notes (the "Notes") ..... July 18, 2023
  - Preparations are made for issuance
    - ✓ Official Statement
    - ✓ Notes Rating
- Common Council considers Authorizing Resolution for the Notes (finalizes terms and interest rates) ..... August 1, 2023
- Notes Closing (funds available to pay project costs) ..... August 22, 2023





# City of Sturgeon Bay

Common Council Meeting

July 18, 2023

BAIRD

## Borrowing Amount / Structure / Purpose

<b>Amount:</b>	<b>\$3,100,000</b>		
<b>Issue:</b>	General Obligation Promissory Notes		
<b>Dated/Settlement Date:</b>	August 22, 2023		
<b>Maturity Dates:</b>	October 1, 2026-2032		
<b>First Interest:</b>	April 1, 2024		
<b>Callable:</b>	2031 & 2032 callable on 10/1/2030 or any date thereafter		
<b>Purpose:</b>	<b>CIP - 10 Years -- \$2,235,000</b> <ul style="list-style-type: none"> <li>Unit 5 Replacement – Brush Truck</li> <li>Annual Storm Sewer Outlay</li> <li>Annual Road Improvements</li> <li>Single Axel Dump Truck</li> <li>Duluth Avenue Design</li> <li>Annual Expense Alley/Parking Lots</li> <li>Oak Street Parking Lot</li> <li>Garage Doors</li> <li>Door Replacement</li> <li>40 HP Tractor</li> <li>Aquatic Plant Management Plan</li> <li>Aquatic Weed Harvester</li> <li>Water Weed Truck</li> </ul>	<b>CIP - 3 Years -- \$145,000</b> <ul style="list-style-type: none"> <li>Axon Fleet Three Recording System</li> <li>Spillman Module Lic. &amp; Permits EM &amp; PIN Mp</li> <li>Squad Cars (2)</li> <li>Body Cameras</li> </ul>	<b>TID #6 - 10 Years -- \$720,000</b> <ul style="list-style-type: none"> <li>Cherry Tree/Apple Tree Terrace</li> <li>Public Infrastructure</li> </ul>
<b>Estimated Interest Rate:</b>	3.55%		
<b>Purchaser:</b>	TBD – Competitive Bid		

# City of Sturgeon Bay

Common Council Meeting

July 18, 2023

## CIP – Financing Plan -- Breakdown

Unit 5 - Brush Truck  
Annual Storm Sewer Outlay  
Annual Road Improvements  
Single Axel Dump Truck  
Duluth Ave Design  
Annual Expense Alley/Parking Lots  
Oak Street Parking Lot  
Garage Doors  
Door Replacement  
40 HP Tractor  
Aquatic Plant Management Plan  
Aquatic Weed Harvester  
Water Weed Truck

Axon Fleet Three Recording System  
Spillman Module Lic. & Permits EM & PIN Mp  
Squad Cars (2)  
Body Cameras

YEAR DUE	10 Year Allocation				3 Year Allocation				YEAR DUE
	PRINCIPAL (10/1)	INTEREST (4/1 & 10/1)	LESS: HYPOTHETICAL TIC= 3.54%	TOTAL	PRINCIPAL (10/1)	INTEREST (4/1 & 10/1)	LESS: HYPOTHETICAL TIC= 3.73%	TOTAL	
2023									2023
2024		\$116,458	(\$116,458)	\$0		\$8,437	(\$8,437)	\$0	2024
2025		\$105,075	(\$17,238)	\$87,837		\$7,613		\$7,613	2025
2026	\$105,000	\$105,075		\$210,075	\$145,000	\$7,613		\$152,613	2026
2027	\$315,000	\$99,563		\$414,563					2027
2028	\$330,000	\$83,025		\$413,025					2028
2029	\$345,000	\$65,700		\$410,700					2029
2030	\$365,000	\$48,450		\$413,450					2030
2031	\$380,000	\$32,938		\$412,938					2031
2032	\$395,000	\$16,788		\$411,788					2032
2033									2033
2034									2034
2035									2035
2036									2036
2037									2037
2038									2038
2039									2039
	\$2,235,000	\$673,071	(\$133,696)	\$2,774,375	\$145,000	\$23,662	(\$8,437)	\$160,225	

# City of Sturgeon Bay

Common Council Meeting

July 18, 2023

## CIP – Financing Plan

BAIRD

Levy Supported Portion Only							
<div>\$2,380,000</div> <div>G.O. PROMISSORY NOTES</div> <div>Dated August 22, 2023</div> <div>(First interest 4/1/2024)</div>							
YEAR DUE	EXISTING DEBT SERVICE (A) (B)	EXISTING DEBT SERVICE <div>Levy Supported (A)</div>	PRINCIPAL (10/1)	INTEREST (4/1 & 10/1) TIC= 3.55%	LESS: HYPOTHETICAL BID PREMIUM	TOTAL	COMBINED DEBT SERVICE <div>Levy Supported</div>
2023	\$3,419,296	\$1,655,693		\$124,895	(\$124,895)	\$0	\$1,655,693
2024	\$3,486,143	\$1,685,870		\$112,688	(\$17,238)	\$95,450	\$1,685,870
2025	\$3,519,336	\$1,684,568		\$112,688		\$362,688	\$1,780,017
2026	\$3,440,046	\$1,318,716	\$250,000	\$99,563		\$414,563	\$1,681,404
2027	\$3,354,889	\$1,223,116	\$315,000	\$83,025		\$413,025	\$1,637,679
2028	\$3,354,443	\$1,215,060	\$330,000	\$65,700		\$410,700	\$1,628,085
2029	\$2,361,673	\$981,185	\$345,000	\$48,450		\$413,450	\$1,391,885
2030	\$2,107,635	\$722,185	\$365,000	\$32,938		\$412,938	\$1,135,635
2031	\$1,685,060	\$514,935	\$380,000	\$16,788		\$411,788	\$927,873
2032	\$529,079	\$66,085	\$395,000				\$477,873
2033	\$408,654	\$64,435					\$64,435
2034	\$292,785	\$67,785					\$67,785
2035	\$286,985	\$65,985					\$65,985
2036	\$291,095	\$69,095					\$69,095
2037	\$289,948	\$67,048					\$67,048
2038	\$223,700						
2039	\$224,400						
	\$29,275,166	\$11,401,761	\$2,380,000	\$696,733	(\$142,133)	\$2,934,600	\$14,336,360

(A) Net of bid premium from the 2020, 2021, & 2022 G.O. Promissory Notes.

(B) Inclusive of TID #6 supported debt service from the 2023 G.O. Promissory Notes; net of bid premium.



# City of Sturgeon Bay

Common Council Meeting

July 18, 2023

## Tax Incremental District #6 – Proforma

Assumptions	
Annual Inflation During Life of TID.....	1.00%
2022 Gross Tax Rate (per \$1000 Equalized Value).....	\$20.09
Annual Adjustment to tax rate.....	0.00%
Investment rate.....	0.50%

Data above dashed line are actual

Background Data					
(a)	(b)	(c)	(d)	(e)	
TIF District Valuation	Inflation Increment	Construction Increment	TIF Increment Over Base	Tax Rate	Year
(January 1)					
<b>Base Value \$3,468,600</b>					
2022	\$3,468,600	\$1,750,000	\$1,750,000	\$20.09	2022
2023	\$5,218,600	\$2,490,000	\$4,240,000	\$20.09	2023
2024	\$7,708,600	\$9,240,000	\$13,480,000	\$20.09	2024
2025	\$16,948,600	\$3,900,000	\$17,380,000	\$20.09	2025
2026	\$20,848,600	\$700,000	\$18,080,000	\$20.09	2026
2027	\$21,548,600	\$700,000	\$18,780,000	\$20.09	2027
2028	\$22,248,600	\$700,000	\$19,480,000	\$20.09	2028
2029	\$22,948,600		\$19,709,486	\$20.09	2029
2030	\$23,178,086		\$19,941,267	\$20.09	2030
2031	\$23,409,867		\$20,175,366	\$20.09	2031
2032	\$23,643,966		\$20,411,805	\$20.09	2032
2033	\$23,880,405		\$20,650,609	\$20.09	2033
2034	\$24,119,209		\$20,891,801	\$20.09	2034
2035	\$24,360,401		\$21,135,405	\$20.09	2035
2036	\$24,604,005		\$21,381,445	\$20.09	2036
2037	\$24,850,045		\$21,629,946	\$20.09	2037
2038	\$25,098,546		\$21,880,931	\$20.09	2038
2039	\$25,349,531		\$22,134,427	\$20.09	2039
2040	\$25,603,027		\$22,390,457	\$20.09	2040
2041	\$25,859,057		\$22,649,047	\$20.09	2041
2042	\$26,117,647		\$22,910,224	\$20.09	2042
2043					2043
		\$3,430,224	\$19,480,000		

Revenues					Year
(f)	(g)	(h)	(i)		
Tax Revenue	Land Sales	Investment Proceeds	Total Revenues		
(1)					
\$0		\$0	\$0		2022
\$35,154	\$85,000	\$0	\$120,154		2023
\$85,174	\$85,000	\$192	\$170,366		2024
\$270,789	\$85,000	\$697	\$356,486		2025
\$349,133	\$60,000	\$1,082	\$410,215		2026
\$363,195		\$1,091	\$364,286		2027
\$377,257		\$1,104	\$378,361		2028
\$391,319		\$1,116	\$392,435		2029
\$395,929		\$1,133	\$397,061		2030
\$400,585		\$1,158	\$401,742		2031
\$405,287		\$1,169	\$406,456		2032
\$410,037		\$1,371	\$411,408		2033
\$414,834		\$1,610	\$416,444		2034
\$419,679		\$2,313	\$421,992		2035
\$424,573		\$3,068	\$427,640		2036
\$429,515		\$3,851	\$433,366		2037
\$434,507		\$5,715	\$440,223		2038
\$439,549		\$7,627	\$447,176		2039
\$444,641		\$9,560	\$454,201		2040
\$449,784		\$11,542	\$461,327		2041
\$454,979		\$13,849	\$468,828		2042
					2043
\$7,395,921	\$315,000	\$69,246	\$7,780,166		

Type of TID: Mixed-Use

- 2022 TID Inception (4/26/2022)
- 2037 Final Year to Incur TIF Related Costs
- 2042 Maximum Legal Life of TID (20 Years)
- 2043 Final Tax Collection Year

(1) Per City estimates.



## Common Council Meeting

July 18, 2023

## Tax Incremental District #6 – Proforma, continued

[illegible]

(2) May be preceded by Note Anticipation Note (NAN).

RESOLUTION DECLARING OFFICIAL INTENT  
TO REIMBURSE EXPENDITURES  
FROM PROCEEDS OF BORROWING

**WHEREAS**, the City of Sturgeon Bay, Wisconsin, a municipal corporation, plans to undertake the Biosolids Storage Building Project; and

**WHEREAS**, the City expects to receive loan financing for the Project from the State of Wisconsin Clean Water Fund, and expects to issue tax-exempt bonds to the Clean Water Fund Program (CWFP) in evidence of the Loans, such bonds to be repaid by the City of Sturgeon Bay; and

**WHEREAS**, because the Bonds have not yet been issued, the City must provide interim financing from internal funds to cover any project costs incurred prior to closing on said CWFP loans; and

**WHEREAS**, it is necessary, desirable, and in the best interests of the City to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until the CWFP loan is finalized;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Sturgeon Bay, Wisconsin.

**Section 1.** Expenditure of Funds. The City shall make expenditures as needed from its funds on hand to pay the costs of the Project until CWFP loan fund (Bond proceeds) become available.

**Section 2.** Declaration of Official Intent. The City hereby officially declares its intent under Treas. Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed \$2,000,000.

**Section 3.** Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the City pursuant to its budget or financial policies.

**Section 4.** Public Availability of Official Intent Resolution. This Resolution shall be made available for public inspection at the Sturgeon Bay Utilities office within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, and shall remain available for public inspection until the Bonds are issued.

**Section 5.** Effective Date. This Resolution shall be effective upon its adoption and approval.

Adopted and recorded \_\_\_\_\_, 2023.

Approved \_\_\_\_\_, 2023.

CITY OF STURGEON BAY:

\_\_\_\_\_  
David J. Ward Ph. D.

\_\_\_\_\_  
Mayor

ATTEST:

(SEAL)

\_\_\_\_\_  
Stephanie L. Reinhart

\_\_\_\_\_  
City Human Resources Director



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

Phone: 920.746.2820  
Fax: 920.746.2822  
sbunet.com

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

Shared strength through  WPPI Energy

Date: July 18, 2023

To: Sturgeon Bay City Council

From: Jeff Hoffman/Jim Stawicki

Re: Biosolids Storage Facility Project - Clean Water Fund Program (CWFP)  
Reimbursement Resolution

Solids generated at the WWTF and hauled-in sludge from other communities in Northern Door County are processed through SBU's Temperature-Phased Anaerobic Digestion (TPAD) process. The TPAD process generates an exceptional quality, Class A biosolid. Biosolids from the TPAD process are dewatered and trucked to a biosolids storage pad located on a private farm property, approximately 2 miles west of the WWTF. Access to the storage pad is secured by an existing monthly lease agreement that includes associated land application tipping fees. The biosolids are land applied on adjacent farmlands by the landowner.

Due to lease agreement concerns and land application uncertainties, SBU identified the need to secure a long-term solution for our biosolids storage needs and land application requirements. SBU is currently working with Door County and Bayland Buildings to place a 100-foot x 135-foot biosolids storage facility for municipal cake sludge at the "closed" Door County Landfill site at 7129 Hainesville Road. The proposed storage facility would temporally house Exceptional Quality Biosolids from the Sturgeon Bay Wastewater Treatment Facility that is regulated by the Wisconsin Department of Natural Resources (WDNR).

SBU and the Wisconsin Department of Natural Resources (WDNR) recognize the importance of this municipal biosolids storage facility to ensure the ongoing stability and compliance of Sturgeon Bay's biosolids management plan. As SBU does not possess the authority to assume debt unilaterally, the City of Sturgeon Bay has been selected by the WDNR to receive funding for a \$1,300,000 loan and partial principal forgiveness program associated with this project.

Reimbursement of these project funds will be provided through the State's Clean Water Fund Program (CWFP) in the 2024 funding cycle. The rationale for doing so includes the following:

- Principal forgiveness of the financed total could be 25%-35%;
- The current interest rate under the CWFP program is currently at a subsidized annual rate of 2.145%;
- The term of the loan is 20 years with no option for prepayment;
- The debt service will be managed by a slight increase in wastewater rates to our ratepayers. Repayment of the principal amount plus interest will come from wastewater utility revenues. No City tax dollars will be required to service this debt.

Due to project timing and the CWFP 2024 funding cycle requirements, SBU will use reserve funds to complete the project construction in 2023, with State reimbursement via the CWFP loan occurring in 2024.

The attached reimbursement resolution is required as part of CWFP complete project application process. The reimbursement resolution (a.k.a. "declaration of official intent to reimburse") is a municipal resolution required by the IRS declaring the municipality's official intent to reimburse a municipal account with proceeds from a tax-exempt bond or promissory note. SBU is seeking the Council's approval to allow the Mayor and City Clerk to sign this resolution. Thank you for your consideration of this request.

Shared strength through  WPPI Energy



The Biosolids Storage Facility will be a 100 foot x 135 foot pre-engineered metal building constructed on 6 foot concrete sidewalls with a concrete or asphalt internal slab on-grade design. The southern side of the building will be open for year-around truck/loader access. The pre-finished metal panels of the building will be installed above the concrete walls, incorporating a three-to-four-foot gap to provide natural ventilation and lighting. The Building will have a minimum eave height of 20 feet to allow the Utility dump truck to empty its contents while located inside of the building.

Dewatered biosolids from the Sturgeon Bay Wastewater Treatment Facility will be hauled to the storage facility approximately 3 to 5 times per week. The material will be stored in the building until agricultural land is available for land application. It is anticipated that the contents of the building will be emptied once or twice per year.

The interior floor of the facility will be sloped to trench drains located near the entrance of the building. Any leachate from the biosolids or precipitation that enters the building, will be captured by the trench drain system and conveyed to the 3000 gallon below-grade holding tank. This holding tank will be monitored by an automated monitoring system. All Leachate from the biosolids storage facility will be hauled by a licensed hauler to the Sturgeon Bay Wastewater Treatment Facility for processing.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to Council to approve the development agreement with J.&P. LLC subject to review by the City Attorney.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING  
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: July 11,2023

\*\*\*\*\*

Introduced by \_\_\_\_\_.

Moved by Alderperson \_\_\_\_\_ seconded by

Alderperson \_\_\_\_\_ that said recommendation be adopted.

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

## EXECUTIVE SUMMARY

Title: Development Agreement with J. & P. LLC for Single-Family Homes on City-Owned S. Hudson Ave Property

Background: The City of Sturgeon Bay owns 5.5 acres of land fronting on the west side of S. Hudson Ave and the south ends of S. Fulton and S. Geneva Avenues. The Common Council determined it wanted to develop the land into primarily single-family dwellings that would be relatively affordable to the City's workforce, preferably in the \$250,000 to \$300,000 range. A request for proposals was issued and two proposals were submitted. Both wanted the City to provide the infrastructure to support the homes in exchange for constructing homes at about \$350,000 in cost. Those proposals were rejected and the city staff continued to talk to developers about the proposed development.

Recently, Joe and Paul Shefchik put together a plan for new homes within a range of about \$270,000 to \$305,000 with the City providing financial assistance for the required infrastructure, including utilities, streets and stormwater management. There would be about 24 lots for development under their proposal. The developers are willing to accept restrictions on the price of the homes, limiting the buyers to Door County workers, and other restrictions. That proposal is more in line with the City's expectations so a development agreement was drafted for review by the Finance Committee and Common Council.

In order to keep the home prices affordable, the City needs to subsidize the infrastructure. Stantec has been engaged to design the infrastructure and survey the lots for \$58,000. The estimated cost of installing the necessary infrastructure is about \$912,000. Assuming 24 lots the total cost for subdividing, engineering and providing infrastructure is about \$40,000 per lot. It is expected that the City would use some combination of American Rescue Plan Act funds, TID #1 affordable housing funds, or tax increment financing if a new tax increment district is created.

The draft development agreement calls for the infrastructure costs to become a deferred special assessment that would be forgiven over 6 years or would become due if the home is sold prior to the 6 years. The reason for this provision is limit the homebuyers from gaining a windfall by "flipping" the home shortly after purchasing it. The agreement limits the developers to building homes based upon the approved home designs and at the prices agreed upon. In addition, the agreement provides exclusivity to the developer for five years, but after that the City could work with other builders or developers if it wishes.

Options:

1. Approve the development agreement as drafted subject to review by the City Attorney.
2. Negotiate changes to one or more provisions in the agreement.
3. Reject the agreement.



Fiscal impact: The agreement commits the City to designing the subdivision and paying for the installation of the infrastructure at an estimated cost of about \$970,000. If ARPA, TID #1 affordable housing, or new TID funds are used, it would not impact the general fund. If 24 homes are constructed it would create about \$7.2 Million in assessed property value. The City portion of the property taxes generated from that value would be about \$62,500 annually.

Recommendation: The proposal from J. & P. LLC is reasonable and there are several benefits from creating single-family homes geared toward the workforce on that site. Staff recommends approving the development agreement subject to review by the City Attorney.

Prepared by: Martin Olejniczak  
Martin Olejniczak, Community Development Director

July 7, 2023  
Date

Reviewed by: Valerie Clarejo  
Val Clarizio, Finance Director

7/7/23  
Date

Reviewed by: \_\_\_\_\_  
Chad Shefchik, City Engineer

\_\_\_\_\_  
Date

Reviewed by: Josh Van Lieshout  
Josh Van Lieshout, City Administrator

7/7/23  
Date

**DEVELOPMENT AGREEMENT**  
**(South Hill Subdivision #2)**

This Development Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2023, between the CITY OF STURGEON BAY, WISCONSIN, a Wisconsin municipal corporation (the “City”) and JPEJ, LLC, (“Developer”).

**RECITALS**

A. The City has fee title to 5.47 acres of property abutting S. Hudson Avenue, consisting of parcel no. 2816818000607B, and more particularly described in Section A.1 below (the “Property”).

B. The City determined that the Property should be developed into single-family residential dwellings suitable for the City’s and region’s workforce. Such development is consistent with the Property’s existing zoning district classification and with the Property’s future land use designation under the City’s Comprehensive Plan.

C. The Developer has creating house plans and determined such homes can be constructed at costs that are affordable for the City’s and region’s workforce, subject to the City’s financial assistance for the installation of necessary infrastructure to serve the homes.

D. The City has determined it would be beneficial to the health, welfare and prosperity of its residents to provide financial assistance for the Project, in the form of paying the cost of certain infrastructure such as streets and utilities.

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

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

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

**A. The Property and Project.**

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

Part of the Northwest ¼ of the Northwest ¼, Section 18, T27N-R26E, City of Sturgeon Bay, Door County, Wisconsin, more fully described as follows:

Lot 2 of Certified Survey Map #2862 recorded in Volume 17, Page 192 as Document #780737

Tax Parcel No. 2816818000607B

2. Project Described. A residential development of approximately 24 single-family dwelling units located on the Property. The lots and homes will front on S. Hudson Avenue and the extensions of S. Geneva Avenue and S. Fulton Avenue. The homes will have several floor plan options and will include attached garages. The homes will be served by municipal sanitary sewer and water and other utilities (the Project).

**B. City's General Obligations.** The City commits to the following:

1. Creation of Lots. City shall take the necessary steps to create the lots or parcels for the Project as follows:

a. Land Division. The land division may be accomplished by a combination of certified survey map and subdivision plat. All lots shall comply with the Sturgeon Bay Zoning Code and Subdivision Code. The lots shall be approximately 65 feet in width, unless a different size and number of lots is mutually agreed upon by City and Developer.

b. Timing. The City shall create the lots fronting on S. Hudson Ave within 60 days or sooner of approval of this Agreement. Lots fronting on other streets shall be created by April 1, 2024 or before. These deadlines may be extended through mutual agreement of the parties.

2. Infrastructure. City shall be responsible for the costs to design and install the streets and utilities necessary to serve the homes. Infrastructure improvements include sanitary sewer mains and laterals to the property line; water mains and laterals with the curb stop to the property lines; stormwater sewers, detention ponds and other stormwater management facilities; electrical lines and equipment (except for individual lot services); natural gas lines; CATV; phone service; and streets, curb & gutter, and sidewalks where installed. Payments for infrastructure funding shall be made on a monthly basis after invoices are submitted to the City by Developer for qualifying work. Monthly invoices submitted by Developer shall be reimbursed to Developer within 30 days, provided they are certified for payment by the project engineer (Stantec). If so directed by Developer, City shall make checks payable directly to Developer who shall in turn pay the contractors, subcontractors, or material providers that performed the work or provided the materials for such infrastructure improvements being reimbursed.

3. Exclusivity Period for Developer. The City agrees to hold the lots exclusively for the Developer to construct the homes for a period of 5 years after the recording of the subdivision plat. After that five-year period the City may transfer ownership of remaining lots, develop the lots, or use the lots in any manner it desires.

4. Sale of Lots. During the exclusivity period the City agrees to abide by the procedures and requirements for transferring of ownership of the lots and homes as identified in Section D below.

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

C. **Developer's General Obligations.** The Developer commits to the following:

1. Infrastructure Completion. Developer shall complete the construction of the infrastructure serving the Project. The construction shall be completed by December 31, 2024 unless mutually extended. The infrastructure shall be consistent with the plans developed by the City under section B.2. above. Prior to the commencement of construction of infrastructure serving the Project, Developer shall present costs for the work to the City for its review and approval.

2. Individual Lot Improvements. Developer is responsible for extending the sanitary sewer and water laterals to the dwelling units as well as other utility services on each lot. Developer (or the homebuyer) is responsible for all final grading and landscaping of the lots. Street trees shall be governed by s. 8.07(10)(a) of the Sturgeon Bay Municipal Code.

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

4. Replatting. The initial cost of dividing the Property into lots shall be the responsibility of the City under section B.1.a. above. However, any costs associated with adjusting lot lines or replatting after the initial creation of the lots or parcels shall be the responsibility of Developer.

5. Construction of Homes. Developer shall construct single-family homes on the lots consistent with the house footprints and floor plans shown in Attachment \_\_\_. Without City's prior written consent, Developer will not materially change the footprint or floor plan of the homes.

6. General Construction Requirements. Developer shall abide by all of the following in the construction of the infrastructure and homes within the Project:

a. Compliance with Plans. All work shall be in strict compliance with the plans as approved by the State, the City and any other agency entitled to give approval.

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

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

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

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

7. Sale of Homes. Developer agrees to abide by the procedures and requirements for transferring of ownership of the homes as identified in Section D below.

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

#### **D. Purchase of Lots/Homes.**

1. Timing. The City shall retain ownership of the lots until completed homes are ready to be transferred to the homebuyers. The transfer of ownership shall occur as soon as practical after both the completion of the home and an accepted offer to purchase by the homebuyer.

2. Price. The purchase price shall be as identified in Attachment \_\_ for each house style, plus the cost for any upgrades that were included in the home construction at the request of the homebuyer. City agrees to periodic adjustments to the purchase prices based upon changes in the costs of construction materials or other factors. There shall be no more than two price adjustments per year and such adjustments shall be mutually agreed upon between the City and Developer.

3. City Compensation. In lieu of receiving compensation for the lots, the City agrees to accept a deferred special assessment for each lot sold as described in section D.6 below.

4. Homebuyer Restriction. The homebuyer shall be an active full-time employee of a Door County based business at the time of closing the sale of the lot/home. The City shall approve all prospective homebuyers for reasonable compliance under this provision.

5. Deed Restriction. Every sale of homes shall include a deed restriction that prevents the future lease of the home for periods of less than 28 consecutive days. The intent of the deed restriction is to prevent the homes from being used as short-term rentals/tourist rooming houses.

6. Deferred Special Assessment. Every sale of homes shall include a deferred special assessment.

a. Amount. The amount of the deferred special assessment shall be equal to the pro-rated cost of providing the city-funded portion of the infrastructure serving the lots.

b. Forgiveness of Special Assessment. On the anniversary of the closing of the sale of the home, one-sixth of the original assessment amount shall be forgiven, provided the initial homebuyer continues to own the home.

c. End of Deferment. Upon sale of the home to a subsequent homebuyer, the remaining portion (if any) of the deferred special assessment shall become due and shall be paid in full to the City at the closing, except as provided in the following subsection.

d. Exceptions. The City may continue the deferred special assessment for subsequent homebuyers in the following circumstances:

- i. Transfers of ownership due to marriage, divorce, or other circumstances whereby the residency of the original employee/homebuyer is not affected.
- ii. Sales to subsequent homebuyers whereby the sale price for the home is limited to not more than the initial purchase price plus an inflation factor, which shall be the percentage increase of the consumer price index during the months that the initial homebuyer owned the home. This exception shall only apply if the subsequent homebuyer meets the criterium under section D.4 above. Under this provision the deferred special assessment shall continue to be deferred and shall continue to be forgiven as described under section D.6.b. above.

**E. Insurance.**

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

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

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

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

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

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

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

2. General Requirements. All policies of insurance shall be written by insurance companies authorized to do business in the state of Wisconsin. Before commencement of construction, the Developer shall file with the City certificates of insurance and copies of the

required policies and all endorsements thereto, setting forth that all required coverage is in full force and effect.

**F. Representations and Warranties and Covenants of Developer.**

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

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

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

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

4. Liens. Developer shall not cause or allow any lien to attach to the Property. If any lien, including, without limitation, any construction lien, is filed against the Property, Developer will notify the City and cause such lien to be discharged through payment, as provided by statute or bonded over in an amount satisfactory to the City within 60 days of the filing of such lien, irrespective of the merits of the lien claim and shall provide proof of such discharge or bonding to the City within in such 60 days.

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

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

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

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



delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law, order, rule or regulation of any court or of any federal, state or municipal regulatory body or administrative agency or other governmental body having jurisdiction over Developer or any portion of the Property.

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

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

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

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

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

**H. Further Compliance with Laws.**

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

2. Compliance with Environmental Laws. Developer shall ensure the Property shall remain free of Hazardous Materials, except to the extent Hazardous Materials are temporarily necessary to be on the Property for purposes of construction of the improvements, and then only as are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City with copies of all environmental reports pertaining to the Property no later than ten days after receiving the same. As used herein, the term "Hazardous Materials" means (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the

Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, “Environmental Laws”); and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel and (E) asbestos containing materials.

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

#### **I. Indemnification.**

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

- a. Any breach by Developer of the terms of this Agreement;
- b. any negligent acts of Developer, any professional and any contractor that provides services, labor or material for the Project;
- c. any non-compliance with laws, ordinances, rules or regulations applicable to Developer’s obligations under this Agreement;
- d. the design, development, or construction of the Project; or

e. any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.

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

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

consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

**J. Default.**

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

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

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

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

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

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

f. Insolvency. Developer: (i) becomes insolvent or does not pay, or is unable to pay, or admits in writing its inability to pay, its debts as they mature; or (ii) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or (iii) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it, and such petition, application or proceeding remains undismissed for a period of 90 days or Developer files an answer to such a petition or application, admitting the material allegations thereof; or (v) applies to a court for the appointment of a receiver or custodian for any of its assets or properties, or has a receiver

or custodian appointed for any of its assets or properties, with or without consent, and such receiver is not discharged within 90 days after appointment; or (vi) adopts a plan of complete liquidation of its assets;

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

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

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

## 2. Remedies.

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

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

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

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

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

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

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

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

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

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

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

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

#### **K. Miscellaneous.**

1. Termination of Agreement. Unless otherwise specifically provided, this Agreement shall terminate upon the occurrence of the earlier of: (a) the parties signing an agreement to terminate; (b) the sale of all of the lots created under Section B.1.a; and (c) five years from the date of creation of the subdivision plat.

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, the occurrence of an event of default by the Developer under the terms of the loan. So long as Developer has notified the City of the identity and contact information for its lender, the City will use reasonable efforts to notify Developer's lender of any Event of Default by Developer hereunder. Any such assignment shall be of the right to receive payments on the City Contribution only, and no such assignment shall relieve Developer of any of its obligations to the City hereunder.

4. Governing Law. This Agreement has been entered into and will be governed by the laws of the State of Wisconsin, without regard to conflict of laws principles.

5. Exclusive Venue. The exclusive venue for any legal proceeding involving the interpretation or enforcement of this Agreement shall be the circuit court for Door County, Wisconsin, the parties acknowledging that the exclusive venue is the most convenient and appropriate venue or all possible venues.

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

7. Authority to Execute Agreement. Each of the individuals signing this Agreement represents and warrants to the other party that such individual has been duly authorized to execute this Agreement on behalf of the party they purport to represent.

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

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

10. Notices. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or one day following deposit with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, air bill prepaid, or (iii) upon transmission by e-mail, provided (a) the sender does not receive a transmission failure message and (b) if the email is sent after 5:00 p.m. Central Time, it shall be deemed received on

the next business day, i.e., a day on which the City is open for business. Each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other of a change of address:

If to Developer: Paul Shefchik  
810 S Lansing Ave  
Sturgeon Bay, WI 54235  
Email: [pshefchik@portsidebuilders.com](mailto:pshefchik@portsidebuilders.com)

With a copy to: Joe Shefchik  
916 S Monroe Ave  
Green Bay, WI 54301  
Email: [jshef868@gmail.com](mailto:jshef868@gmail.com)

If to the City: City of Sturgeon Bay  
421 Michigan Street  
Sturgeon Bay, WI 54235  
Attn: Mayor  
Email: [sbmayor@sturgeonbaywi.org](mailto:sbmayor@sturgeonbaywi.org)

With a copy to: City of Sturgeon Bay Community Development Dept  
421 Michigan Street  
Sturgeon Bay, WI 54235  
Attn: Marty Olejniczak  
Email: [molejniczak@sturgeonbaywi.org](mailto:molejniczak@sturgeonbaywi.org)

With a copy to: Amundsen Davis  
318 S. Washington St, Suite 300  
Green Bay, WI 54301  
Attention: James M. Kalny  
Email: [jkalny@amundsendavislaw.com](mailto:jkalny@amundsendavislaw.com)

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

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

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

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



15. Force Majeure. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means delays beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, the actions of any other party in this Agreement, strikes, labor disputes, epidemic, pandemic, government restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency (each, a "Force Majeure Event"). The foregoing notwithstanding, extension of time under this Section K.15 shall not continue for a period of 90 days in the aggregate for all Force Majeure Events without the written consent of the other party, which consent shall not be unreasonably withheld.

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

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

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

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

[Signature pages follow]

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

**CITY OF STURGEON BAY, WISCONSIN**

By: \_\_\_\_\_  
David J. Ward, Mayor

Attest: \_\_\_\_\_  
Stephanie L. Reinhardt, City Clerk

STATE OF WISCONSIN     )  
                                      )ss.  
DOOR COUNTY             )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2023, the above-named David J. Ward the Mayor of the City of Sturgeon Bay, Wisconsin, to me known to be the mayor of that city and the person who executed the foregoing agreement on behalf of the City and by its authority.

Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

STATE OF WISCONSIN     )  
                                      )ss.  
DOOR COUNTY             )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2023, the above-named Stephanie L. Reinhardt, the Clerk of the City of Sturgeon Bay, Wisconsin, to me known to be the clerk of that city and the person who executed the foregoing agreement on behalf of the City and by its authority.

Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

*Second signature page to Development Agreement*

**DEVELOPER**

By: \_\_\_\_\_

STATE OF WISCONSIN     )  
  )ss.  
\_\_\_\_\_ COUNTY     )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2023, the above-named \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a Wisconsin corporation, to me known to be the \_\_\_\_\_ of that corporation and the person who executed the foregoing agreement on behalf of that corporation by its authority.

Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

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

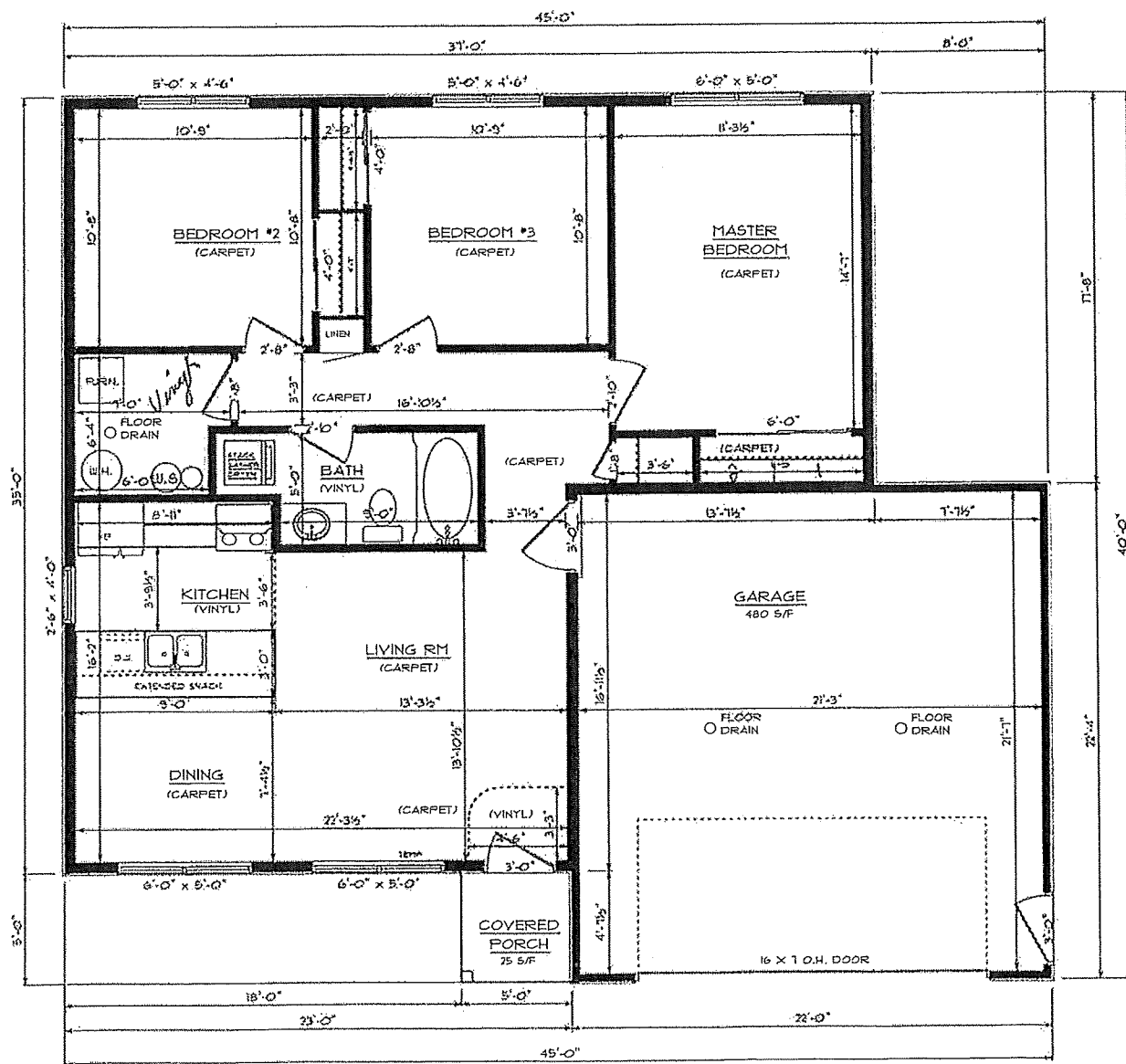
# PortSide Builders, Inc.

Affordable Housing Project being developed for  
City of Sturgeon Bay

Friday, April 14, 2023

## Summary of Current Plans and Pricing

Plan #		
1	1,064 sf, 3-bedroom, 1-bathroom, 480 sf garage	\$269,900
3	1,210 sf, 3-bedroom, 1-bathroom, 489 sf garage	\$279,900
4	1,211 sf, 3-bedroom, 2-bathroom, 582 sf garage	\$294,900
5	1,260 sf, 3-bedroom, 2-bathroom, 572 sf garage	\$299,900
6	1,294 sf, 3-bedroom, 2-bathroom, 535 sf garage	\$299,900
2	1,194 sf, 3-bedroom, 2-bathroom, 533 sf garage	\$304,900



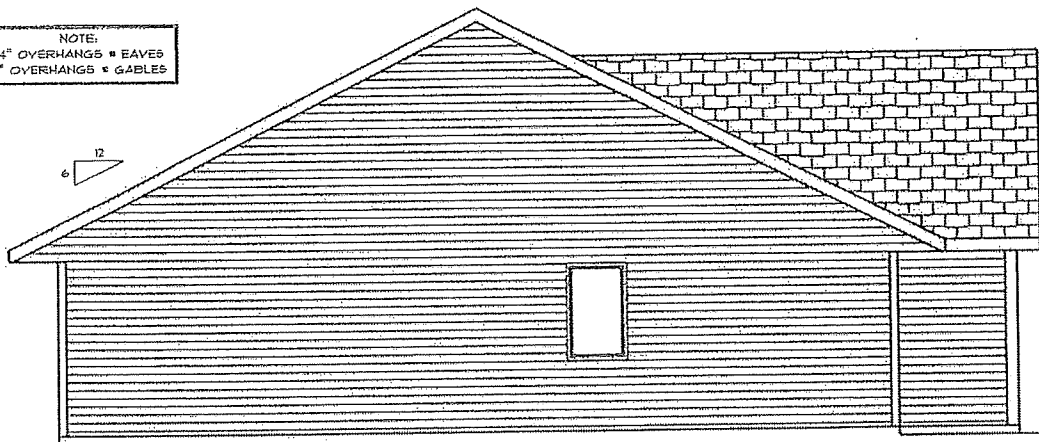
J. & P. LLC.

| 9/16 x 2-1/4  
MAPLE



FRONT ELEVATION

NOTE:  
24" OVERHANGS • EAVES  
12" OVERHANGS • GABLES



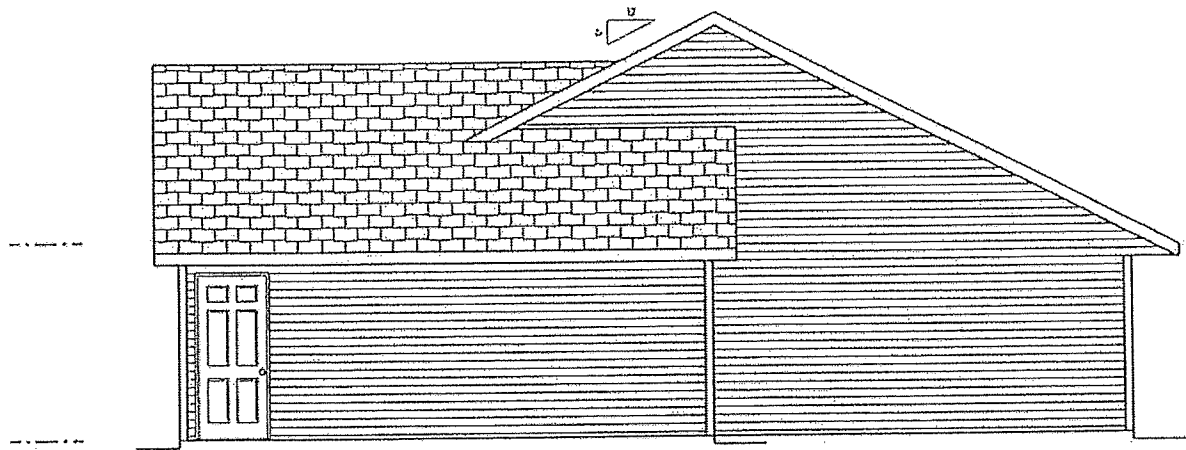
LEFT SIDE ELEVATION

*Plan #1*

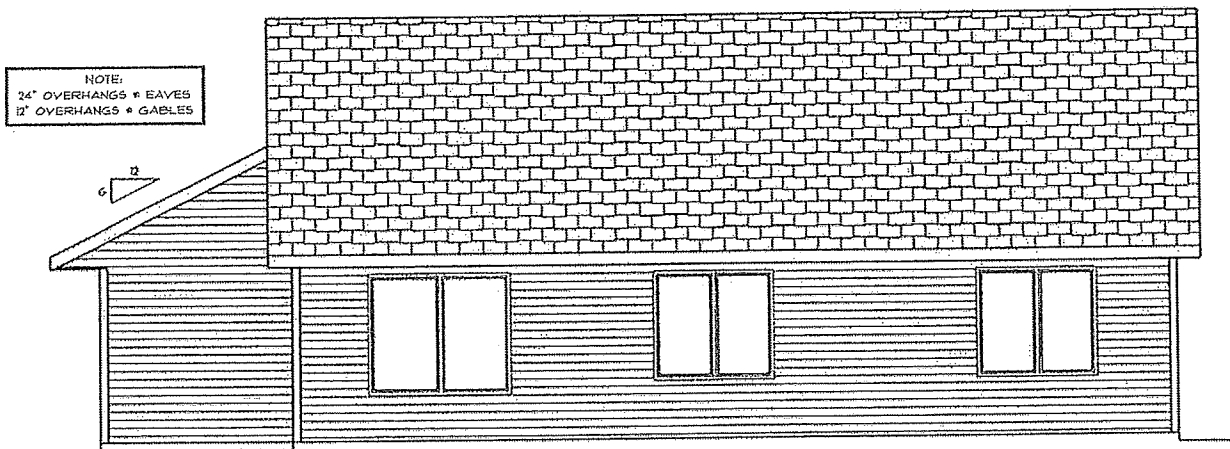
1064 S/F

J. & P. LLC.

1,064 sq. ft. home, Plan #1



RIGHT SIDE ELEVATION

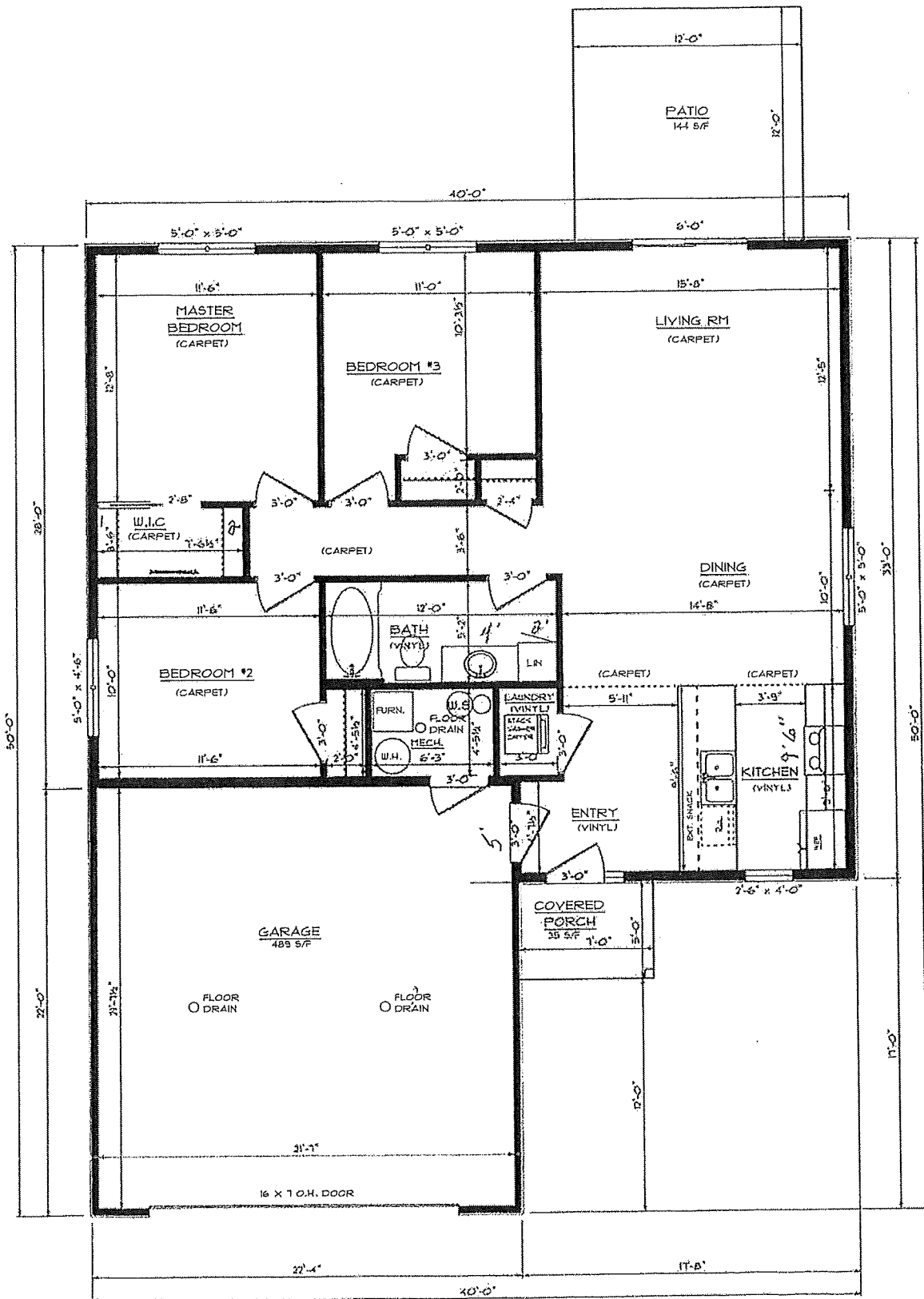


BACK ELEVATION

1064 S/F

Plan #1

J. & P. LLC.
1,064 sq. ft. home, Plan #1



# FIRST FLOOR PLAN

1,210 SQ. FT. @ 1ST. FLOOR

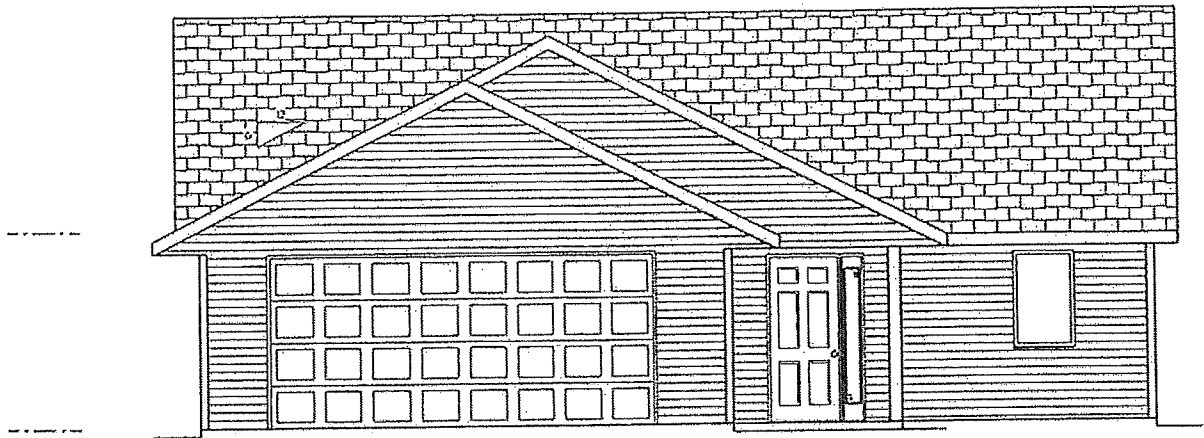
J. & P. LLC.

1,294 sq. ft. home, Plan #3

1210

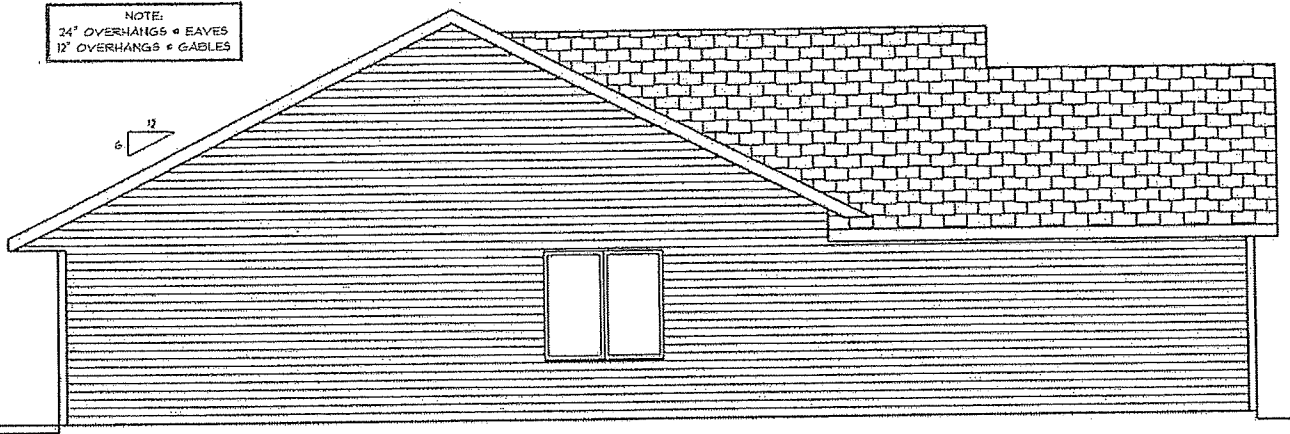
| 9/16 x 2-1/4





FRONT ELEVATION

NOTE:  
24" OVERHANGS • EAVES  
12" OVERHANGS • GABLES



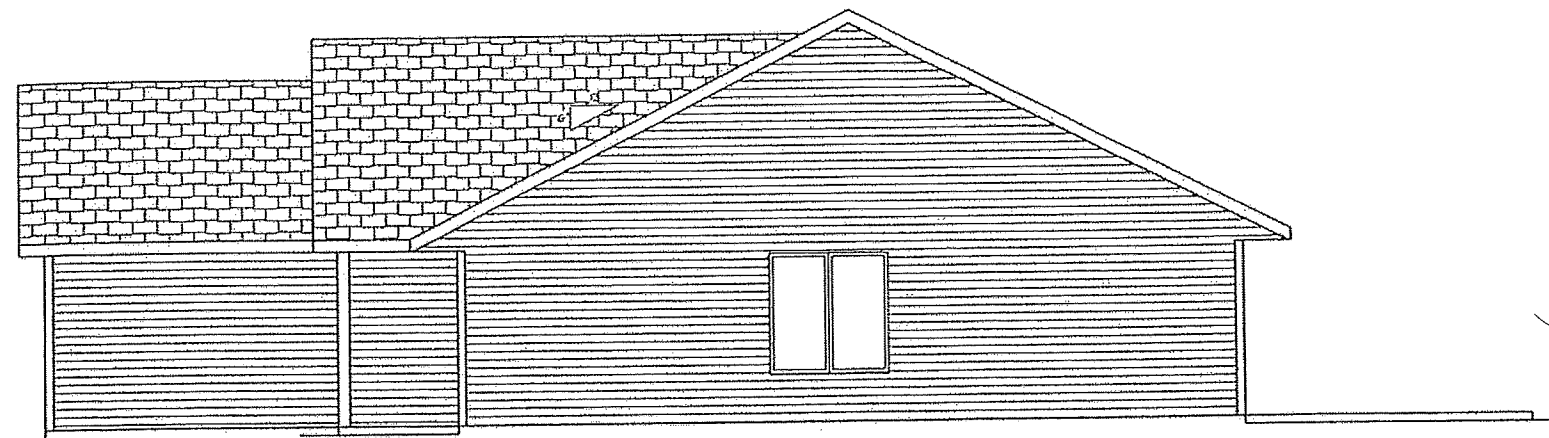
LEFT SIDE ELEVATION

1,210 SQ.FT

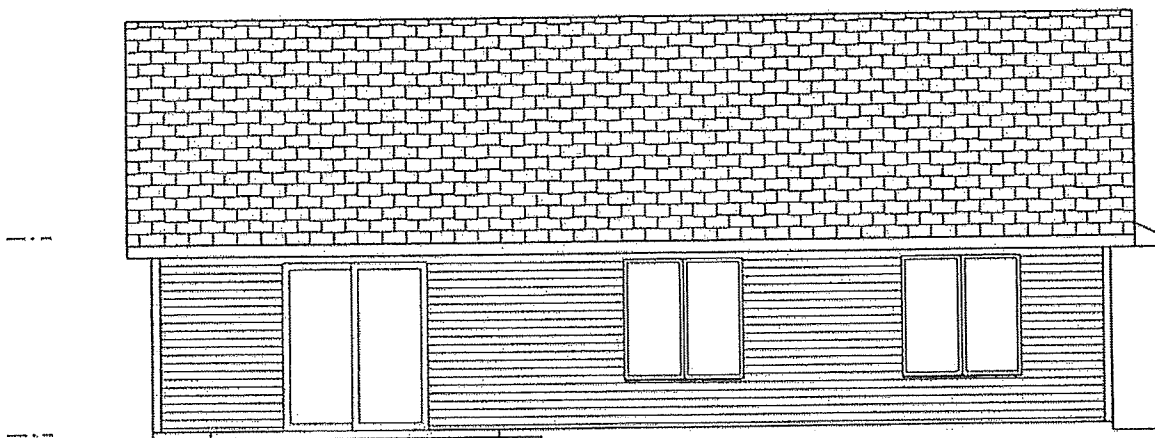
J. & P. LLC.

1,294 sq. ft. home, Plan #3

1210



RIGHT SIDE ELEVATION



NOTE:  
14" OVERHANGS @ EAVES  
12" OVERHANGS @ GABLES

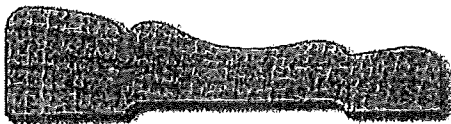
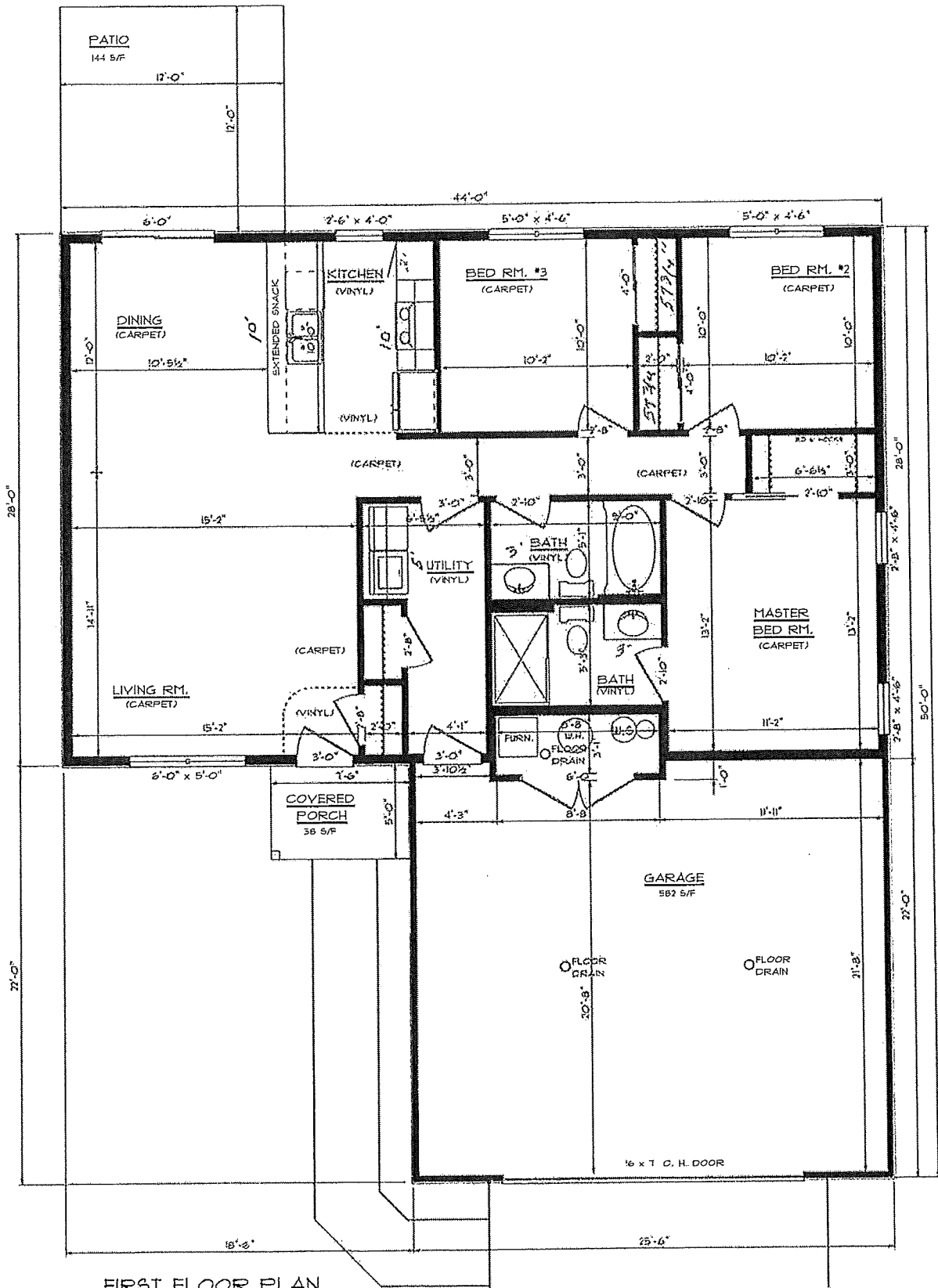
BACK ELEVATION

1,210 SQ.FT

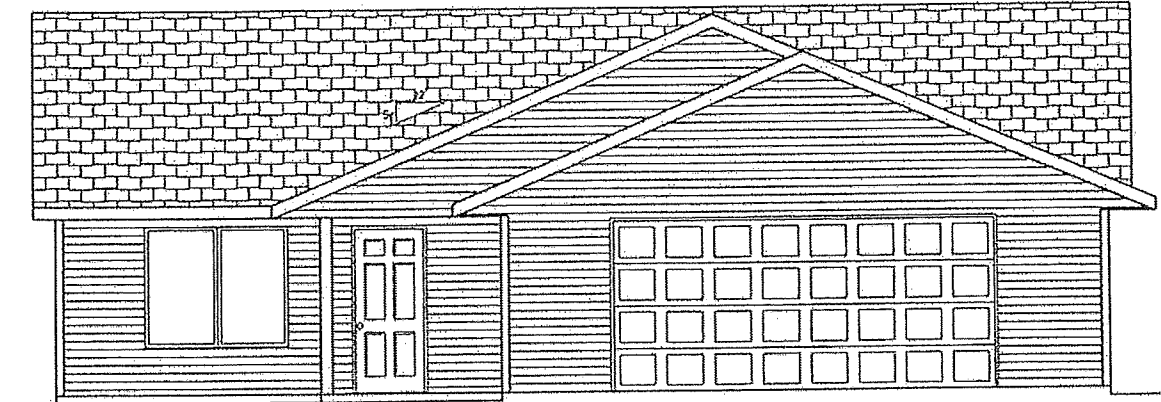
J. & P. LLC.

1,294 sq. ft. home, Plan #3

1210

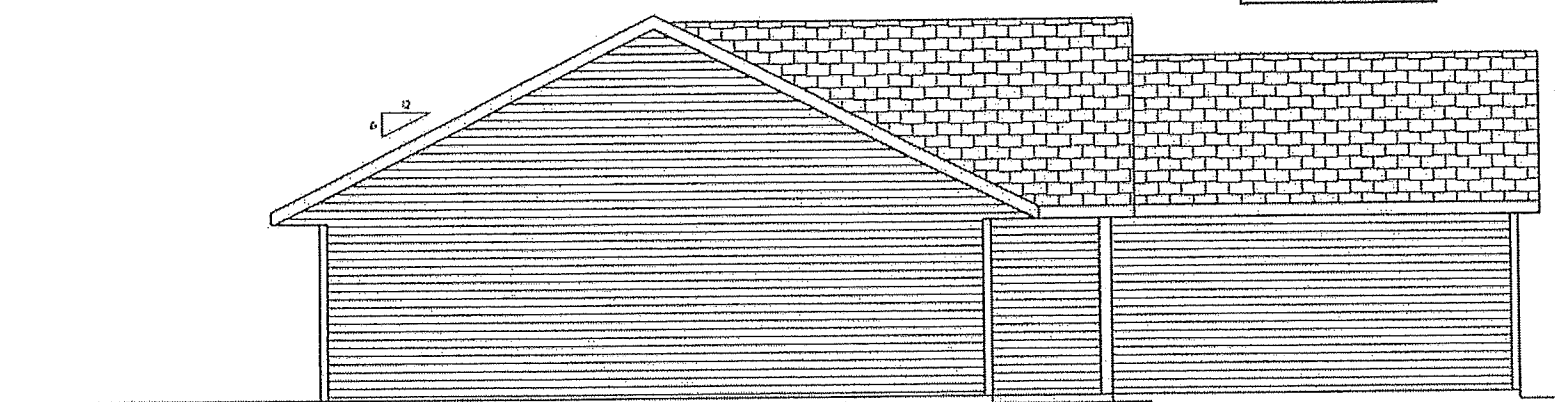


J. & P. LLC.  
1,211 sq. ft. home, Plan #4



FRONT ELEVATION

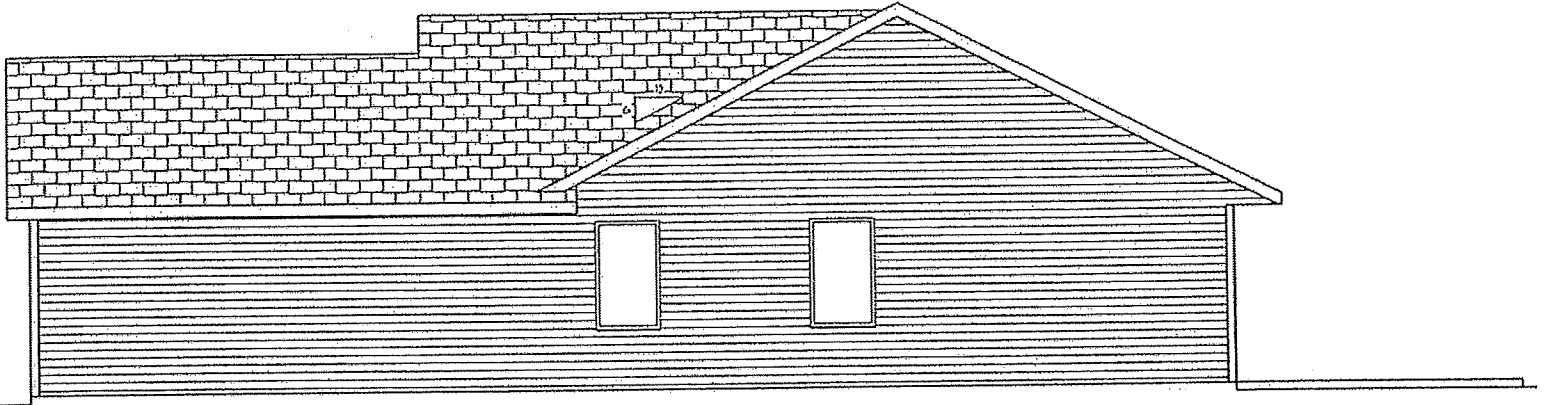
NOTE:  
24" OVERHANGS • EAVES  
12" OVERHANGS • GABLES



LEFT SIDE ELEVATION

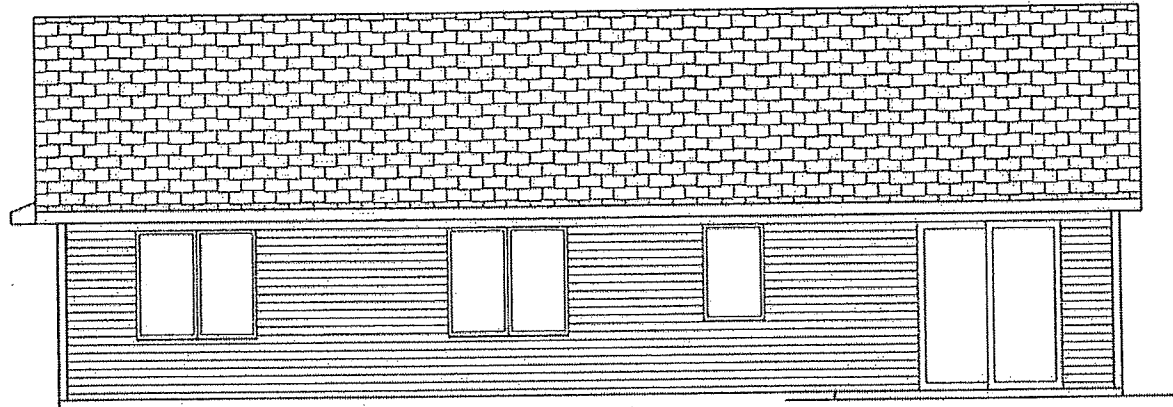
1,211 SQ.FT

J. & P. LLC.  
1,211 sq. ft. home, Plan #4



RIGHT SIDE ELEVATION

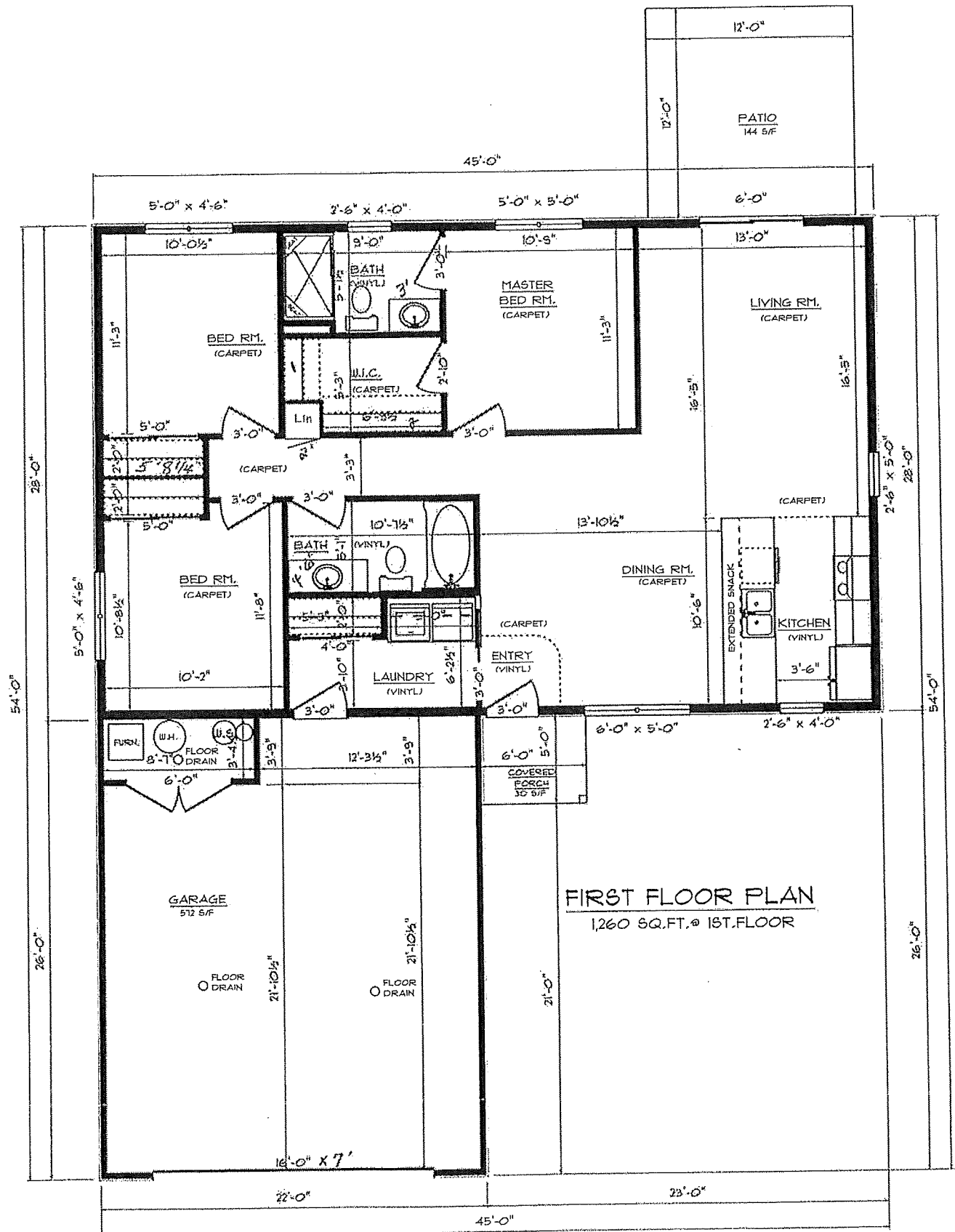
NOTE:  
74" OVERHANGS • EAVES  
0" OVERHANGS • GABLES



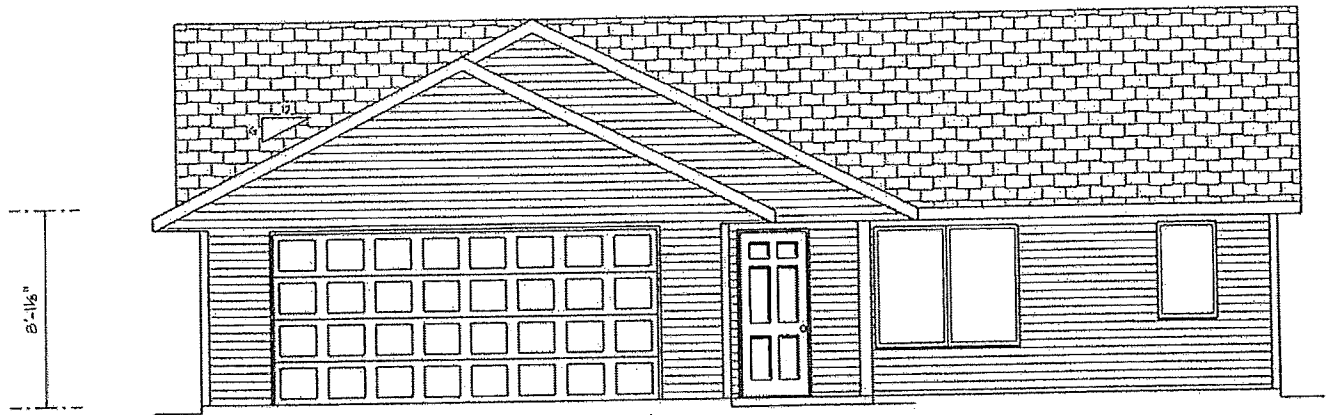
BACK ELEVATION

1,211 sq. ft.

J. & P. LLC.  
1,211 sq. ft. home, Plan #4



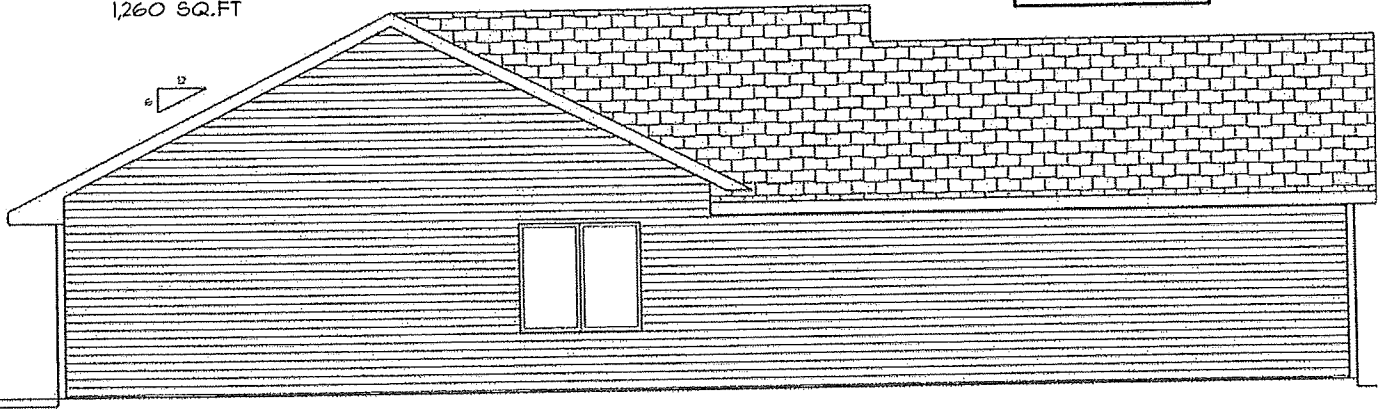
J. & P. LLC.  
1,260 sq. ft. home, Plan #5



FRONT ELEVATION

1,260 SQ.FT

NOTE:  
24" OVERHANGS • EAVES  
12" OVERHANGS • GABLES

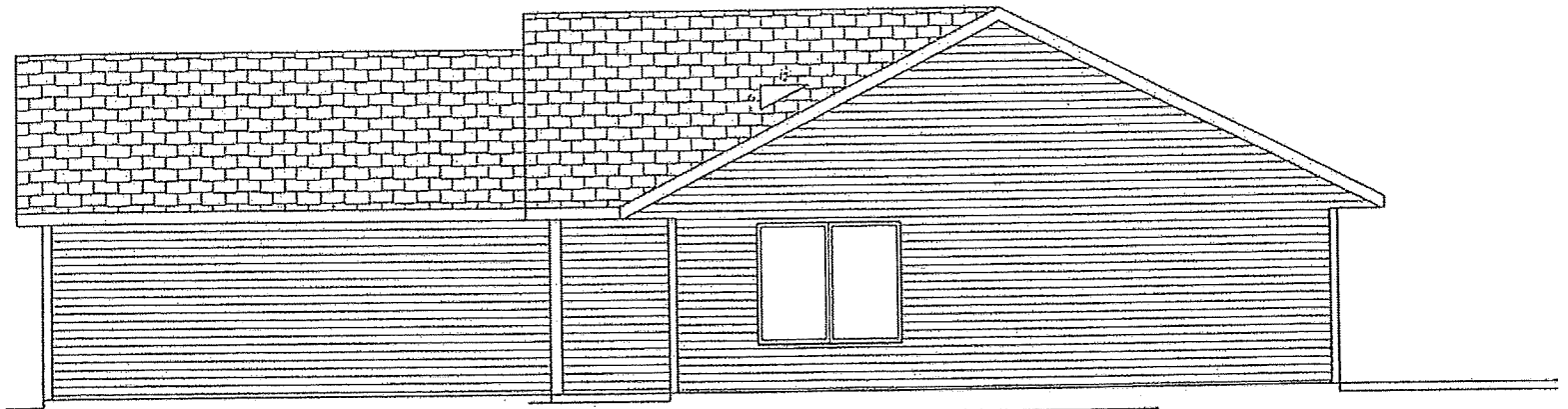


LEFT SIDE ELEVATION

J. & P. LLC.

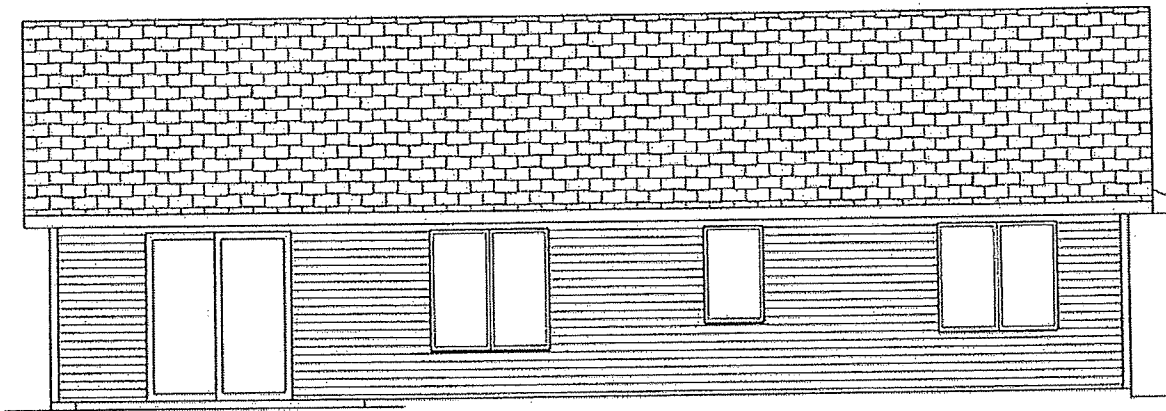
1,260 sq. ft. home, Plan #5





RIGHT SIDE ELEVATION

NOTE:  
24" OVERHANGS • EAVES  
12" OVERHANGS • GABLES



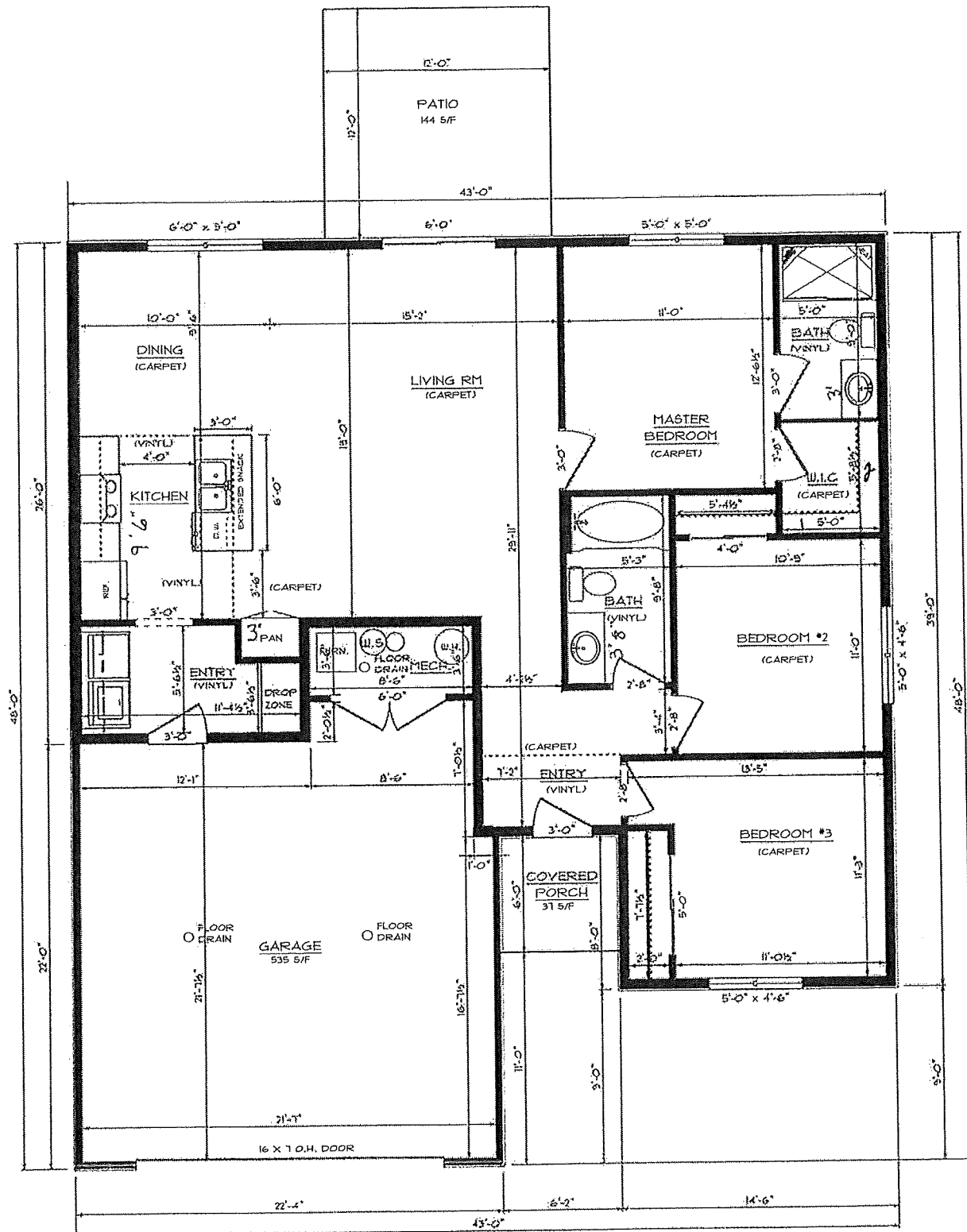
1,260 SQ.FT.

8'-1 1/2"

BACK ELEVATION

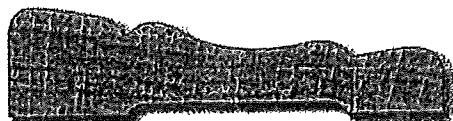
J. & P. LLC.

1,260 sq. ft. home, Plan #5



# FIRST FLOOR PLAN

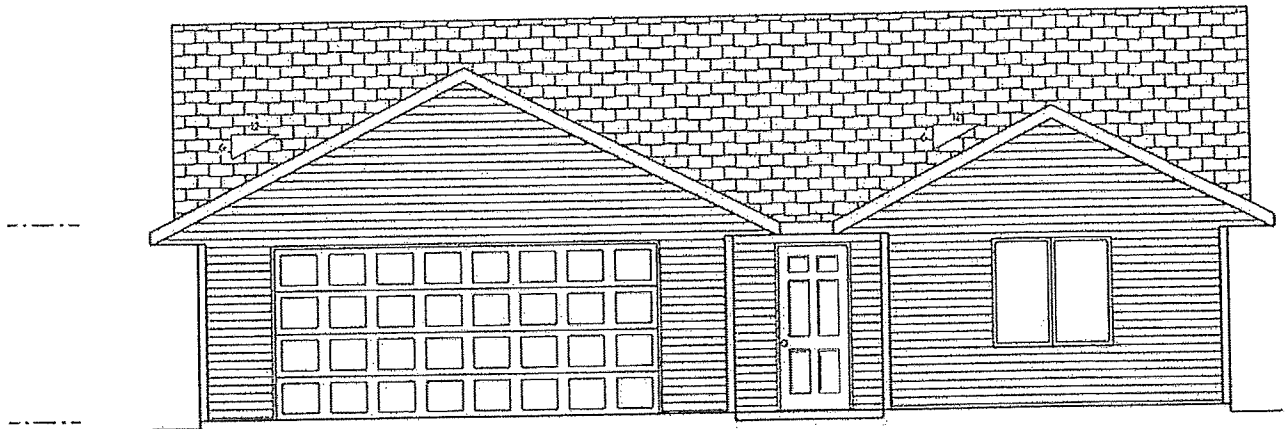
1,294 SQ.FT. 1ST.FLOOR



MC-3030 | 9/16 x 2-1/4

J. & P. LLC.

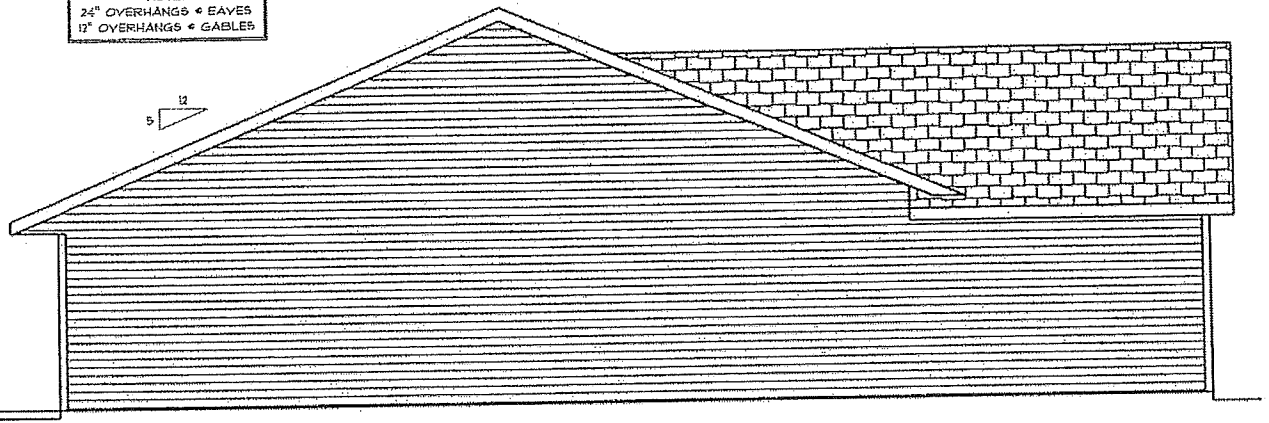
1,294 sq. ft. home, Plan #6



FRONT ELEVATION

NOTE:  
24" OVERHANGS • EAVES  
12" OVERHANGS • GABLES

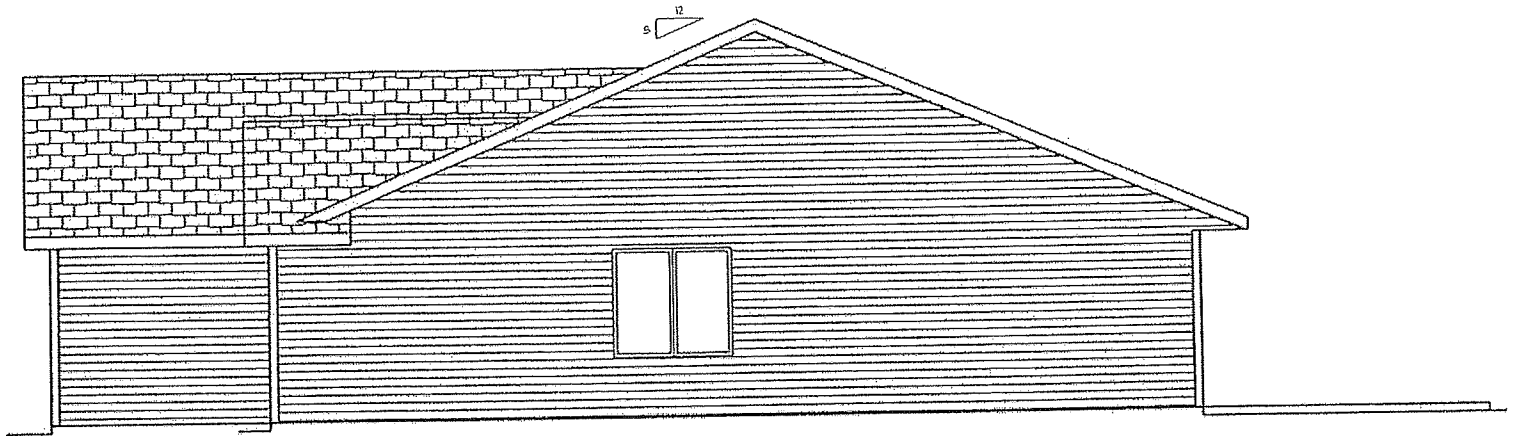
1,294 SQ.FT.



LEFT SIDE ELEVATION

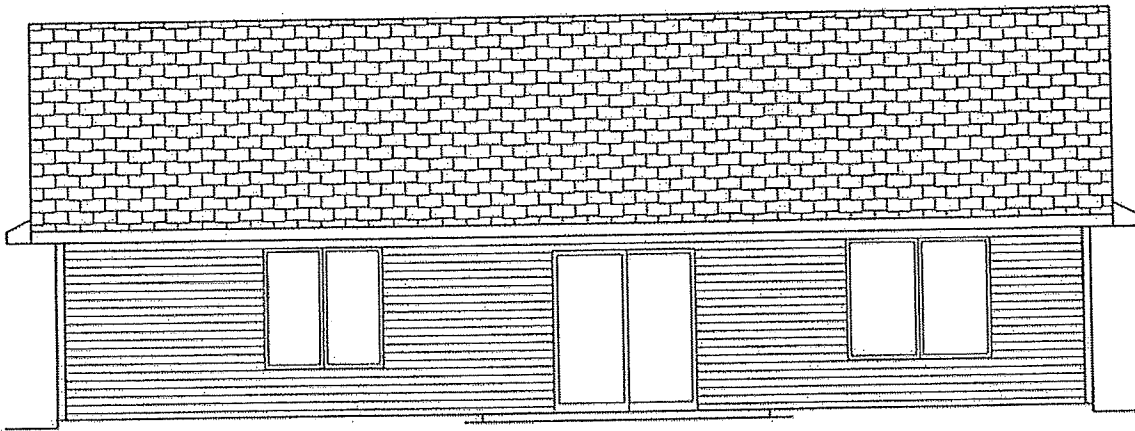
J. & P. LLC.

1,294 sq. ft. home, Plan #6



RIGHT SIDE ELEVATION

NOTE:  
24" OVERHANGS • EAVES  
12" OVERHANGS • GABLES



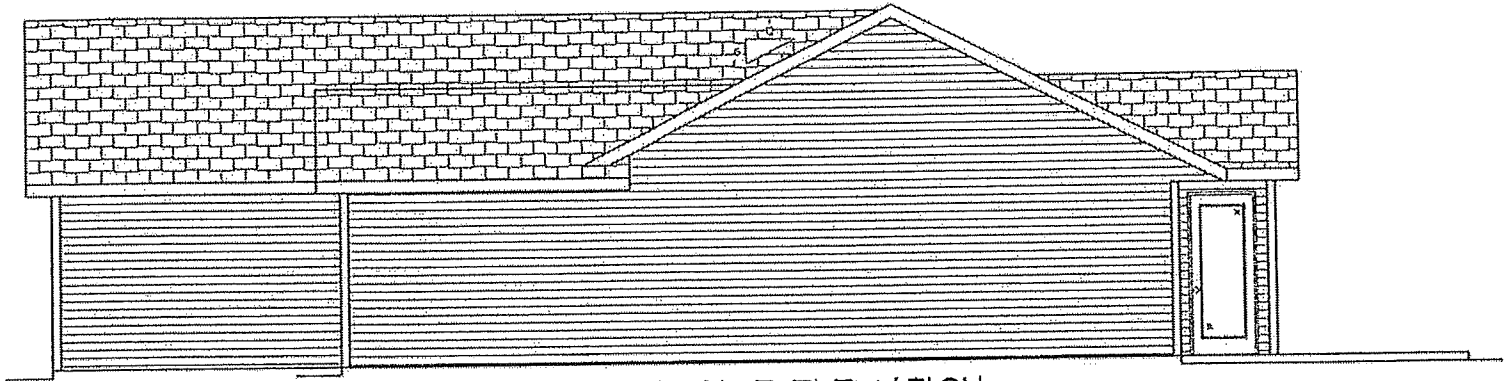
BACK ELEVATION

1,294 SQ.FT.

J. & P. LLC.

1,294 sq. ft. home, Plan #6

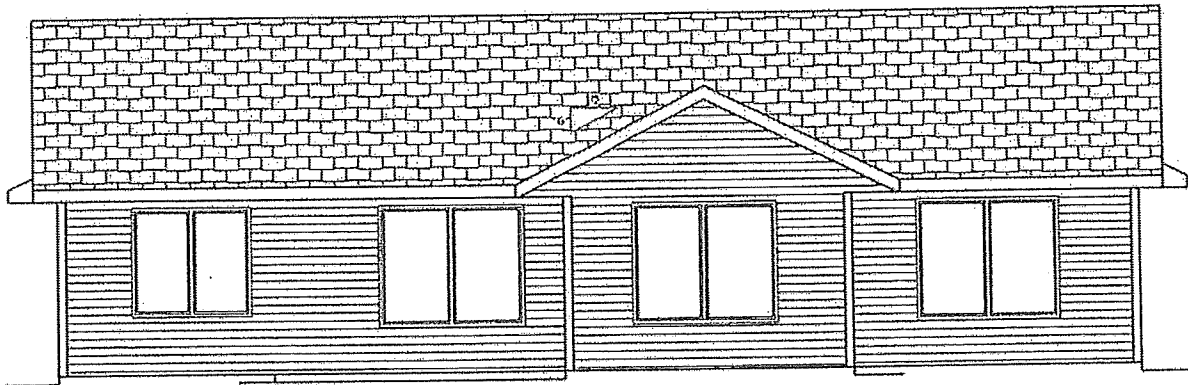




RIGHT SIDE ELEVATION

1,194 SQ.FT.

NOTE:  
24" OVERHANGS ← EAVES  
12" OVERHANGS ← GABLES

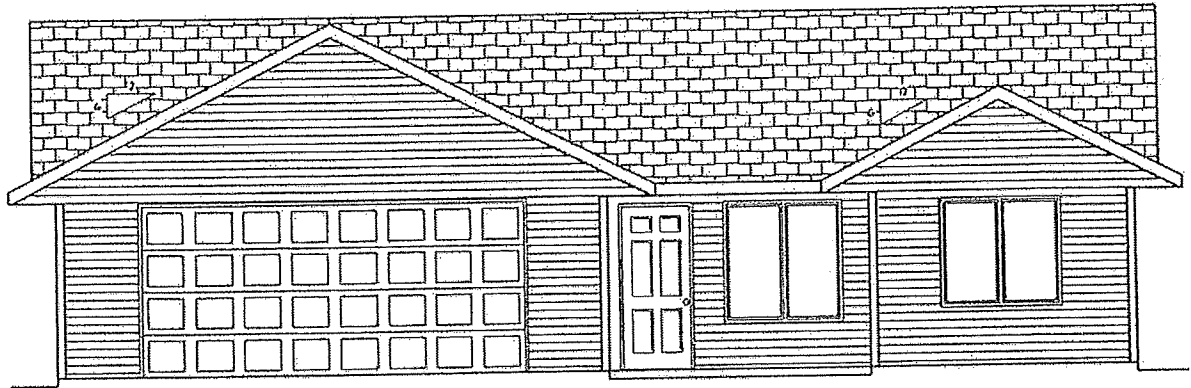


BACK ELEVATION

J. & P. LLC.

1,294 sq. ft. home, Plan #2

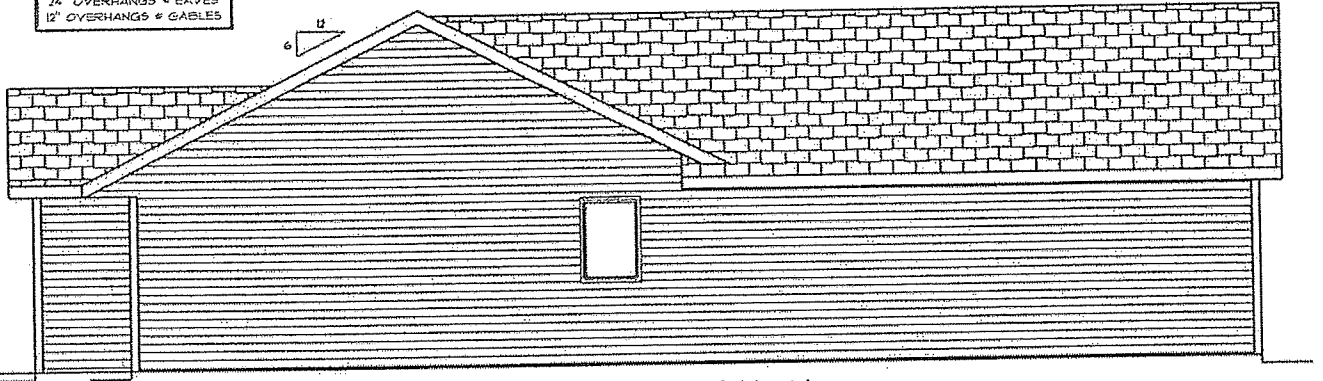
1129



FRONT ELEVATION

1,194 SQ.FT.

NOTE:  
24" OVERHANGS \* EAVES  
12" OVERHANGS \* GABLES



LEFT SIDE ELEVATION

J. & P. LLC.

1,294 sq. ft. home, Plan #2

1194



PORTSIDE BUILDERS Inc.  
810 South Lansing Avenue  
Sturgeon Bay, Wisconsin 54235  
920-743-8235  
[www.portsidebuilders.com](http://www.portsidebuilders.com)

OWNERS NAME:	J. & P. LLC. Homes		
ADDRESS:			
ADDRESS:			
HOME PHONE:	CELL PHONE: 920-265-6235		
E-MAIL:	<a href="mailto:jshef868@gmail.com">jshef868@gmail.com</a>		
DATE:	March 27, 2023		
JOB NAME:	<b>J. &amp; P. LLC. 1,211 sq. ft. home Plan #4</b>		
JOB LOCATION:	South Elgin Ave,		
JOB LOCATION:	Sturgeon Bay, WI Door County		
Sales Associate:	Paul Shefchik		
Start Date:	June / July of 2023	Completion Date: Fall of 2023	
Miles to job site:	2 miles, round trip	County Sales Tax 5.5%	
Building Sq. Ft.	1st floor is 1,211 sq. ft.	Total Finished is 1,211 sq. ft.	
Exterior Sq. Ft.	Garage is 582 sq. ft.	Front Porch is 38 sq. ft.	Back Patio 144 sq. ft.

#### General Contract Spec's

Any items referred to in the specifications with an allowance figure signifies that the amount of the allowance is included in the final contract price

Should the Owner purchase items for a particular allowance and be under what is allowed, a credit will be issued to the Owner on a change order

At the same time, if the Owner should spend more than the allowance amount, a charge will be assessed to the Owner on a change order. All change orders will be billed on the next available draw

All work is to be done to conform to state and local code requirements

All subcontractors have certificates of insurance on file with the general contractor, showing workmen's compensation and liability coverage

All subcontractors work for and are the responsibility of the general contractor

The general contractor is to provide the following insurance: general liability insurance and workmen's compensation insurance in full until completion or date of closing

Proof of such insurance will be provided through a certificate of insurance to the Owner upon request

All specifications to follow include supplying the products, materials and the labor to produce, construct and or install in a good workmanship manner standard to the industry, unless otherwise specified

Cost of all permits to be included with an allowance of \$824.00

Permit fees to included, Local permits, County Zoning permit, HVAC, Plumbing and Electrical permit fees

Sturgeon Bay, Park and Rec fees are Included with an allowance of \$300.00

Sturgeon Bay, Tree deposit is Included with an allowance of \$450.00

DNR fee, Army Core fee and Flood plain verification fees are: Not included

Owners shall furnish exposed lot lines or stakes

Surveying cost including flood plain verification if required to be: Included with an allowance of \$500.00

Winter Expenses, snow removal, hay foundation, heat blanket for concrete to be: Not included

Winter Expenses, gas and use of heaters for temporary heat to be: Included with an allowance of \$1,500.00

Temporary Power, until date of building completion or closing is: Included

Dumpster and hauling away of construction debris is: Included

Portable toilet during construction is: Included

Although Portside Builders Inc. will take efforts to protect Owners existing sidewalks, driveway and landscape  
Portside Builders Inc. is not responsible for lawn repair or damage caused during construction

Note: Shrinkage cracking in concrete is a common inherent part of the concrete drying process  
Cracking should be expected and is warranted per National Association of Home Builders Residential  
Construction Performance Guidelines

## **Excavation, Lot Preparation and Site Improvements**

The Contractor reserves the right upon excavation to charge the Owner expenses incurred because of frost in the ground and/or soil conditions such as rock, trees, including necessity for additional excavating, blasting, providing fill or cutting of lot, grading, removal of excess ground, additional footings, reinforcing, piers, additional depth of foundation wall or footings, pumping of concrete, waterproofing of basement, diversion of or pumping of water because of springs, well seepage, etc.

- Grade level shall be established by the Contractor based on existing conditions
- The Contractor shall not be responsible for any settling of exterior backfill material
- Winter expenses for excavation and / or frost ripping is: Not included based on construction starting in June or July of 2023
- Erosion control of silt fence is: Not included, if required to be a time and material basis
- Erosion control of a breaker run tracking pad is Included
- Cutting of the trees to be: Doesn't apply
- Stripping of topsoil, if any and stock pile on site
- Blasting for the foundation is: Not included
- Excavate for the 4' tall, house foundation walls
- Excavate for the 4' tall, garage foundation walls
- Excavate for 4' tall, front porch foundation walls
- Back filling and rough grading with existing material and Imported fill (if needed)
- Supply and install clean stone fill in the Entire house foundation area
- Supply and install clean stone fill in the garage area
- Supply and install clean stone fill in the front porch area
- Supply and install 6" of gravel for the sidewalk 98 sq. ft. each
- Supply and install 6" of gravel for the back patio 144 sq. ft. each
- Final grading with existing material after construction
  
- Driveway sub-bases for the driveway per the site plan
- Description: Sub-base is 6" of breaker run under 6" of 1/2" gravel
- Driveway culvert is: Not included
  
- Driveway to be: Blacktop 38' x 18'
  
- City Sewer line - install 50 l. ft. of 4" sewer main line
- City Water line - install 50 l. ft. of 1" water main line
- Sewer lateral fee is included with an allowance of \$58.00
- City Storm Sewer line - Not included
- Rock Hammering for the sewer line to house is: Included (if needed)
- Rock Hammering for the water line to house is: Included (if needed)

- Electrical main line to be: Included with an allowance of \$1,000.00

NOTE: Electric line to include any and all hook up fees for temporary and permanent services

- including any excess footage fees and or winter expense charges

- Natural gas line to the house to be: Included with an Allowance of \$500.00
- NOTE: Gas line to include any and all hook up fees for temporary and permanent services
- including any excess footage fees and or winter expense charges
- Landscaping: Seeding and Planting Beds to be: by home Owner

## Foundation and footings

- Foundation and footings to be of poured read mix 3,000 psi concrete
- House foundation walls sizes: 8" w. x 4' tall with 2 rows of rods with 16" x 8" footing
- Garage foundation walls sizes: 6" w. x 4' tall with 2 rows of rods with 16" x 8" footing
- Front Porch foundation walls sizes: 6" w. x 4' tall with 2 rows of rods with 16" x 8" footing
- House, Recessed Concrete Floor ledges to be: 4" w. x 5.5" tall
- Garage, Recessed Concrete Floor ledges to be: 2" w. x 5.5" tall
- 1/2" x 10" anchor bolts to fasten the treated bottom plates
- Use of a concrete conveyor for the Footings is: Included
- Use of a concrete conveyor for the foundation Walls is: Included
- Heated Concrete to be: Not included
- Foundation walls to living areas to have 2" Styrofoam from top of wall down to footings
- Install 2" x 4' x 8' styrofoam on the exterior side of the house foundation walls
- Styroguard shall cover foundation insulation exposed to the weather

## FLAT CONCRETE

- Concrete, 1st floor to be: 4", 3,000 psi concrete with a smooth troweled finish
- The clean stone under the Concrete floor will be supplied and installed by Excavator
- Supply and install 6 mil visqueen vapor barrier under the Concrete floor
- 1st floor concrete with #10, welded wire mesh
- Garage floor to have 4", 4,000 psi concrete with a smooth troweled finish over clear stone base
- Garage floor concrete to have: #10, welded wire mesh
- Garage floor to have: Two floor drains, by Plumber
- Garage concrete floor to be: Zero clearance to the house
- Garage concrete floor to be saw cut for relief cuts
- Concrete sealer for the garage floor is: Included
- Heated concrete for garage floor is: Not included
- **Exterior 4,000 psi concrete to be: 4" thick with a broomed finish**
- **The Stone base under the concrete to be by Excavator**
- Front Porch..... 38 sq. ft. per plan
- Back Patio.....144 sq. ft. per plan
- Sidewalks.....Included per plan
- Driveway.....not included

## BUILDING MATERIALS

Note: All specified dimensional lumber, plywood, underlayments, OSB's etc., are industry standard nominal sizes. All factory finished materials to be standard colors unless otherwise specified.

- 1" x 4" x 8' rigid styrofoam for on the recessed concrete floor ledge (thermal break material at house to garage)
- 2" x 4' x 8' rigid styrofoam, #150 foam for on the house foundation walls
- 12" x 50' roll of styro guard with styro guard outside and inside comers

- House - Exterior walls to be: 2 x 6 with 2 x 6 studs at 16" on center
- House to Garage walls to be: 2 x 6 with 2 x 6 studs at 16" on center
- Garage - Exterior wall to be: 2 x 4 with 2 x 4 studs at 16" on center
- House - Interior walls to be: 2 x 4 with 2 x 4 studs at 16" on center
- House, 1st floor wall height is: 8' 2-5/8"
- Garage wall heights: 8' 2-5/8"
- All walls have double top plates and double bottom plates, 1st bottom plate is Treated, 2nd bottom plate is spf
- All bottom wall plates over concrete are treated lumber
- Exterior foundation plates are installed over sill seal and caulked
- All other plates and studs to be standard & better SPF
- Braced Wall Engineered requirements are: Included
- Recess the wall behind the Refrigerator, 2" back
- Exterior house and garage wall sheathing to be 7/16" OSB
- All exterior wall sheathing is covered with Tyvek house wrap with all window and door seams taped
- All Tyvek house / garage wrap - Vertical and Horizontal seams to be Taped
- The walls between the house and the garage to be covered with Tyvek house wrap - No sheathing
- All windows sills and pan flashing made of Vycor
- Window and door openings to be wrapped with self adhesive rubber anti-leak membrane

#### **Roof construction to be: Engineered Trusses**

- Roof Truss with spacing at 24" on center
- Eaves Overhangs: 24" overhang at eaves
- Gables Overhangs: 12" at gables
- Flat ceiling in the entire house, garage and front porch
- Roof sheathing to be: 15/32" OSB with H-clips between trusses
- Synthetic felt paper installed with Staples
- Ice and water shield at all aluminum valleys and galvanized shingle tin areas and at all roofs butting up to a wall

#### **Roofing to be: Certainteed, Landmark, 235 lb. shingles with limited lifetime warranty**

- Roof flashing to be: G. P. Aluminum, gutter apron on the eaves
- Roof flashing to be: G. P. Aluminum, Style D-edge on the gables
- Galvanized shingle tins where needed
- Colored, Aluminum, preformed valley flashing
- Attic ventilation shall be: Certainteed, filtered, shingle ridge vent

#### **Soffit and fascia to be: GP, Georgia Pacific, prefinished aluminum in standard stocked colors**

- 6" aluminum fascia on the eaves and gables
- 16" aluminum, center vented, soffit panels on the eaves
- 16" aluminum, solid, soffit panels on the gables and front covered porch
- Front Porch Soffit to be flushed with the eave height
- No box returns, - the gable fascia is to run out into the eave fascia

#### **Window Brand: Thermo Tech, Classic Series**

- Windows to be: Vinyl Lines, White Exterior and White Interior color
- Casements windows with folding cranks
- High Performance 6' x 6' 10" sliding patio doors with sliding screen door
- White - Vinyl exterior and interior frames with Clear Pine extension jambs
- Low-E insulated, argon filled glass, Double pane
- Supply and install a Flashing over the top of any<sup>4</sup> and all windows that are mulled together

**Exterior Doors to be: Therma-Tru doors**

- Door Hinges to be: Brushed Nickel finish

- Front Door – 3' 0" x 6' 8" Traditions Steel, TS-210, 6 door in a aluminum clad frame, 9/16" jamb, RHHSI 6-

- House to garage door – 3' 0" x 6' 8" Traditional Steel, TSF-210, 6 panel door, 20 minute rated door and frame, in a primed, wood frame, 6-1/8" jamb, RHHSI

- Furnace room doors – 6' 0" x 6' 8" Traditional Steel, TS-210, double 3' doors with Astragal in a primed, wood frame, 4-9/16" jamb, both doors to swing out

- Aluminum combination door: Not included

**Garage overhead doors to be: Ameritherm, insulated steel door**

- Colonial Raised panels
- Torsion spring hardware
- Sizes: One 16' x 7'
- Slide lock on the inside of Overhead door Not Included
- Extruded aluminum exterior clad frames in standard colors for a 2 x 4 wall

**Garage Door Opener**

- One – Lift Master 81600, ½ horse powered chain drive garage door opener, 7' tall doors
- Two remote transmitters for the 16' door
- One - Keyless entry, keypad switch is: Included

**Siding and Trim to be: Georgia Pacific, Forest Ridge in standard colors**

- Lap Siding to be: Double - 4" vinyl (.042 thickness) standard colors, lap siding
- Outside Corners to be: 4" vinyl outside corners
- Inside Corners to be: 2" vinyl inside corners
- J - channels and under sill trim as needed
- J block and J vents as needed
- Trim boards under patio doors and Exterior doors to be: 5/4" x 8" White, Palight trim board
- Include siding nails, clear silicone and OSI colored caulk as needed

**Front Porch Posts:**

- Post: 6 x 6 Treated with Simpson ABW66Z post base
- Post: Color Guard, Vinyl, 6" x 6" square, smooth post with top and bottom collars

**Interior Finish, Doors, Casing, Base, Locks, Closet Shelving**

- Garage finish: Rough in electrical per plan, sheetrock & Plaster the ceiling and walls to the house only
- Swinging doors and Pocket door and Slide by doors: 1-3/8" x 6' 8" doors
- Interior Doors: Radiata Pine, 6 Panel, Raised Panel, doors with Ogee sticking, Single hip
- Door jambs to be: Maple, 4-5/8" with solid wood edges
- Door stops to be: Maple, 3/8" x 1-3/8" x 7' colonial stops
- Door and window casing to be: Maple, 9/16" x 2-1/4" Colonial Casing
- Window and Door Casing to have: Mitered corners
- Base to be: Maple, 9/16" x 2-1/4" Colonial Base
- Base Shoe to be: Not included Fit the Base to the Hard surface floor
- Garage, casing and base: Not included

- Doors to have Three - 3½" x 3½" round corner door hinges in satin nickel finish
- Door bumpers to be: Flex bumpers or Hinge bumper in satin nickel finish, as needed
- Door locks to be: Schlage, Accent Levers in 619 Satin Nickel finish
- Schlage,- single cylinder dead bolt - Not included
- Keyed locks on the 2 exterior doors
- Privacy levers on the bedrooms and bathroom doors
- Passage levers on closet doors
- 2-1/8" round pulls on the slide by doors
- Pull on the pocket doors, privacy or passage as needed
- Closet shelves to be: White melamine shelf with white metal clothes poles, per plan
- Master bedroom closet to have 2 rows of shelves and 2 poles on 1 wall and 1 shelf and pole on the other wall
- Pantry shelves to be: 5 rows of 16" wide, Adjustable, White melamine shelves, on metal support arms
- All other closets to have 1 shelf and pole per closet

**All framing, soffit, roofing, siding and finish labor for installation of specified materials is included.**

## **HVAC SYSTEM**

Heating Fuel: Natural Gas

**Heating plant: Coleman/Evcon, high efficiency, force air furnace**

- AFUE rated 95% efficient, Single stage, Sealed combustion furnace
- Standard up right furnace
- 1 zone system
- 1 – Honeywell, programmable thermostat
- External filter rack with 1" furnace filter
- Fresh air intake consisting of skuttle gravity barometric damper
- PVC vented with intake air up thru the roof
- 11 supply air, Ceiling registers on the 1st floor with 4 return registers as needed
- All the ductwork in the Attic to be Insulated by HVAC Contractor
- 1 - plenum register in the main truck line in the furnace room
- Limited 20 year warranty on the heat exchanger
- Limited 10 year warranty on furnace with product warranty registration
- 1 year labor warranty on the furnace
- Includes a in home meeting with the home Owners to explain operation and maintenance of all HVAC equipment

**Central air conditioning is: Not included**

**Gas Piping to:**

- furnace, water heater
- Make final gas line connection to the Furnace and Water heater and start the furnace and water heater and leak test

**Supply and Install Exhaust Fans**

- 2 - Panasonic FV-0511VQL1, 80 CFM / 110 cfm exhaust fan / light unit

**Venting of items listed below to the exterior with solid rigid piping:**

- 2 - bathroom exhaust fans with 4" piping
- 1 - Clothes dryer

### **Combustion intake air for the water heater**

- One 6" diameter, 24 volt motorized damper, insulated ducting to near water heater with screened air inlet

## **PLUMBING SYSTEM**

### **Master Bathroom:**

- Plumbing fixture color to be: White Color
- Faucets and accessories to be: Delta, Lahara in Polished Chrome
- Shower Module: Aker, SHLS / RS-60, a 60" x 36" x 77" module with 1 seat
- Shower drain: Sioux Chief 825-27-P, 2" PVC drain with a polished chrome finish strainer
- Shower faucet: Delta, Lahara R-10000 valve with T14238-PC trim
- Vanity top: Triple cove Laminate by others
- Lave: One - Mansfield, #267, Maverick I, oval drop in lave
- Lave faucet: One – Delta, Lahara, 538-MPU-DST, single hole, single handle faucet, polished chrome
- Water closet: Mansfield, 135-170, elongated standard height with insuliner tank with white trip lever
- Water closet seat: Bemis 1500, elongated front seat
- Towel bar to be: One - Delta 73824-PC 24" bar
- Paper holder to be: Delta 73850-PC
- Shower Door - by others

### **Main Bathroom:**

- Plumbing fixture color to be: White Color
- Faucets and accessories to be: Delta, Lahara in Polished Chrome
- Tub - Shower to be: Aker, SBW3360, a 60" x 33" gel coat fiberglass tub - shower module
- Tub - Shower drain: Watco 601-PP-PVC-CP polished chrome trim
- Tub - Shower faucet: Delta Lahara, R-10000-UN / T-14438-LHP single handle, polished chrome
- Vanity top: Triple cove Laminate by others
- Lave: One - Mansfield, #267, Maverick I, oval drop in lave
- Lave faucet: One – Delta, Lahara, 538-MPU-DST, single hole, single handle faucet, polished chrome
- Water closet: Mansfield, 135-170, elongated standard height with insuliner tank with white trip lever
- Water closet seat: Bemis 1500, elongated front seat
- Towel bar to be: One - Delta 73824-PC 24" bar
- Paper holder to be: Delta 73850-PC
- Shower Curtain Rod: 5' Curved, Shower Curtain rod in polished chrome

### **Kitchen:**

- Kitchen - Island Counter top: Triple Cove Laminate by others
- Kitchen sink: Elkay, Celebrity CR3322, top mount sink in stainless steel
- Kitchen sink faucet: Delta, Signature, 470-AR, single handle pull down in artic stainless
- Garbage disposal: ISE 750 Pro 3/4 horse powered
- Twist and lock basket strainer
- Dishwasher water line and hook up
- Water line to refrigerator for ice maker
- The air gap for the dishwasher is to be Mounted under the kitchen sink

### **Laundry room:**

- Sioux Chief, Ox box, Drain and water line box for wash machine

### **Additional plumbing:**

- Water heater: Bradford White, 40 gallon, Natural gas power vented water heater
- PVC pipe venting of power vented water heater
- Water Softener rough in: Supply & Install a shut off valve with a Loop Piping for the Water
- Softener and Install a Drain stand pipe



- One - Floor drain near the furnace and water heater with back flow protection
- Two - Prier 12" frost proof outside faucets
- One 4" sewer back water valve
- Two - Sioux Chief 864-3P-S garage floor drains with removable sediment basket ran to sanitary drain
- Shut off valves on all sinks and toilets
- All drain, waste, and vent to be PVC material
- All water piping and fittings to be: Pex Tubing

## Water Softener

- Water softener: Not included

## ELECTRICAL SYSTEM

- All electrical wiring will be done in accordance with local codes
- Wiring specifications to include 200 AMP underground service with meter base
- Disconnect for main service is: Not included
- Supply and install a 200 amp, circuit breaker panel
- Install a Temporary Power Pole with 2 - 20 amp breakers with 3 or 4 general outlets  
When installing the breaker panel at rough in time, install 3 - 20 amp breakers and install 3 general outlets, 1 on each level of the home
- Supply and install arch fault breakers
- Supply and install tamper proof outlets
- Garage outlets to be on 20 AMP breakers
- Use standard toggle style switches and standard style outlets
- 1 - dimmers, Slide type dimmers
- 4 - LED, 6" Recessed cans with standard trims
- 2 - Pedant light wiring at island on 1 switch
- 1 - Rough in for light fixture in Furnace room (Fixtures Not Included)
- 1 - Rough in for light fixture in the walk in closet (Fixtures Not Included)
- 2 - Wiring for with 2 switches each for 2 - Panasonic FV-0511VQL1, 80 CFM / 110 CFM exhaust fan / light unit - The Exhaust Fan / Light Unit is Supplied and Installed by HVAC Contractor
- 2 - garage lamp holders lights
- 1 - Door chime kit and wiring
- Smoke detectors per code to be hardwired with battery back-up
- Carbon monoxide / smoke detectors per code to be hardwired with battery back-up
- 1 - Pre-wiring for telephone jack, all wiring to be home runs
- 4 - Pre-wiring for TV outlets, all wiring to be home runs
- 2 - Exterior wall outlets
- 1 - Floor outlets in a Concrete floor
- 2 - peninsula outlets, 1 in the end of cabinet, 1 in the wall
- 3 - Garage wall outlets
- Wiring - low voltage wiring for 1 garage door opener with 1 ceiling outlet
- Wiring for: refrigerator, electric range, dishwasher,
- Wiring for: disposal with a wall switch
- Wiring for: wash machine, electric dryer
- Wiring for: Furnace with disconnect switch and 1 general outlet near the furnace
- Wiring for with Outlets for: Water heater, Water softener,
- Wiring for the Space saver microwave
- Installation of the Space saver microwave
- Installation of the light fixtures and bulbs
- NOTE: Electrical is to include all equipment listed above

- The electrical service must be grounded from the electrical bus bar to the steel gas piping and copper water main
- Additionally, all electrical wiring necessary for all electrical components as identified in this contract
- Exterior and Interior Decorative, light fixtures and bulbs to be: by Owner

## **INSULATION**

**Insulation for the house, 1,211 sq. ft. on 1st floor**

**Exterior Wall Insulation - R-21 fiberglass batts**

- 8' 1-1/8" 1st floor - Exterior wall insulation: R-21 fiberglass batt with 4 mil visqueen vapor barrier
- 8' 1-1/8" 1st floor - House to Garage wall insulation: R-21 fiberglass batt with 4 mil visqueen vapor barrier

**Ceiling Insulation**

- Flat ceiling insulation to be: blown fiberglass for R-50, rated system with 4 mil visqueen vapor barrier with proper vents
- R-21 fiberglass batt insulation to block attic to the soffit eaves

**Spray foam insulation**

- Polyurethane insulating foam all exterior wall penetrations
- Polyurethane insulating foam around all the windows and doors - tight to exterior sheathing

by Portside

**Sound Insulation**

- 3" USG Mineral Wool, sound insulation: Not included

**Garage insulation**

- Garage, Ceiling and exterior wall insulation: Not included

## **SHEETROCK, HANGING, PLASTER**

**Supply and install gypsum blue board for the house, 1,211 sq. ft. on 1st floor and the Garage ceiling and 2 walls to the house only**

- 1st floor - the ceiling framing to be covered with ½" high density gypsum board
- 1st floor - Exterior and Interior wall framing to be covered with ½" high density gypsum board
- Divider walls between home and garage (house side) to be covered with ½" high density gypsum board
- Divider walls between home and garage (garage side) to be covered with 5/8" fire code gypsum board
- Garage and Furnace room ceiling to have 5/8" fire code gypsum blue board
- Furnace room walls (furnace room side) to be covered with 5/8" fire code gypsum board
- Garage, exterior walls to be: open studs

**Plaster for the house, 1,211 sq. ft. on 1st floor and the Garage ceiling and 2 walls to the house only**

- 1st floor - Ceilings - the gypsum board is covered with a thin coat plaster system
- 1st floor - Exterior & Interior Walls - the gypsum board is covered with a thin coat plaster system
- Garage ceiling - the gypsum board to be covered with a thin coat plaster system
- Garage to house walls - the gypsum board to be covered with a thin coat plaster system
- Furnace room - the ceiling and walls - the gypsum board to be covered with a thin coat plaster system
- Garage, exterior walls to be: open studs
- Texture to be: a heavy or a medium or a light skip texture
- Square corner beads
- Plaster touch-up to be one time within the first year after completion

## **PAINTING + STAINING**

### **Painting of the plaster for the house, 1,211 sq. ft. on 1st floor**

- House - ceilings and walls to receive Two coats of Sherwin Williams Pro Plaster, egg shell finish paint
- House, all of the House ceiling and walls to be painted the same one (1) color
- If painting and staining is done by the Owner, the Owner assumes the responsibility for all wood work finishing and putty and painting touch ups

### **Staining – sealing – finish wood work for the house, 1,211 sq. ft. on 1st floor**

- Items listed below to receive one coat color stain, sealer and lacquer
- Staining of the Interior doors, door jambs, door stops, casing, base boards
- Staining of the window extension jambs and window casing

### **Painting of Therma Tru steel doors**

- Exterior steel doors to receive one coat of primer and one coat of finish paint
- Overhead garage doors to be the owner's choice of factory applied standard colors

## **Cabinetry - Counter Tops**

- Cabinet Style: Custom Line, with Face frame with Contemporary overlay doors and drawers
- All cabinetry is custom fit & installed per plan
- Cabinet material to be: Maple
- Cabinet Interiors: Northwoods Melamine
- Drawer Box Interiors: Northwoods Melamine in standard construction
- Door style: Flush veneer
- Finish: Stained
- Top Moulding: 2-1/4" Crown Moulding
- Cabinet height: Kitchen: 84" tall
- Cabinet height: Linen cabinets: 84" tall
- Drawer tracks: Standard - under mount
- Door Hinges: Standard, Concealed hinges
- Supply and Install the Base shoe around all base cabinets
- Hardware: Standard Allowance for pulls and or knobs

Note: all cabinet lengths listed below are an approximate length, final length will be determined after the home is framed

### **Kitchen includes:**

- Countertop: Standard, Triple cove laminate
- Peninsula top to be Extended top
- 10' 0" +/- wall of lower and upper cabinets with deep upper cabinet and 1 deep side legs at the refrigerator with a 2' wide x 84" tall pantry cabinet with all adjustable shelves
- 10' 0" x 2' 0" lower, peninsula cabinet with flush veneer end and back side
- 1 - standard double waste basket pull out
- 1 pull out breadboard
- Kitchen Cabinets to Included 1 row of Drawers - 4 drawer high, Standard size

### **Master Bathroom includes:**

- Standard triple cove laminate counter tops
- 3' 0" x 36" tall vanity

### **Main Bathroom includes:**

- Standard triple cove laminate counter tops

- 3' 0" x 36" tall vanity

#### Utility room includes:

- 5' x 15" deep, upper cabinet above the washer / dryer

### FLOORING

- All finished flooring is to be installed as specified below and listed per plan

#### **The 1st Floor is a 4" Concrete floor**

#### Sheet Vinyl including adhesive glue and installation

- Sheet Vinyl product only, allowance \$1.80 per square foot
- Areas with vinyl flooring: entry, entry closet, kitchen, utility room and closet, master bathroom, main bathroom

#### Carpeting including (8 lb. density) pad and installation

- Carpet product only, allowance \$2.50 per square foot
- Areas with carpet: dining room, living room, hallway, 3 bedrooms and 3 closets

### Shower Door

- Framed - Slide by doors for a 5' fiberglass shower module
- Brand Name: Alumax Model Number: 650-60-71
- Glass type: 1/4" Hammered glass doors
- Hardware finish: Polished Chrome finish

### Mirrors

Mirrors above vanities to be 1/4" plate glass with polished edges

Mirror fasteners to be: Polished Chrome

- Master bathroom: 36" x 36" high
- Main bathroom floor: 36" x 36" high

### APPLIANCES

Appliances to be: General Electric in White

- Refrigerator – GTE18GTNRWW with IM4D Ice Maker
- Electric Range - JB258DMWW
- Space saver Microwave - JNM3163DJWW charcoal filter
- Dishwasher - GDF550PGRWW
- Stack Washer machine and Dryer - by home Owner
- Bid to Include Deliver to job site and Installation of the refrigerator, free standing range
- The Space saver, Microwave installation to be: by Electrical Contractor
- The Dishwasher installation to be: by Plumbing Contractor

### Gutters and Downspouts

- Gutters to be: 5" Gutter System with hidden hangers at all roof eaves
- Downspouts to be: 3" x 4" downspouts (standard colors & sizes)
- Gutter Guards are Not included

### Final Cleaning

- Scrape/clean windows, window sills, screens
- Windows - cleaning of the exterior side is Not included
- Vacuum and wipe down all cabinet - Inside, outside, and top
- Wash all plumbing fixtures - (sinks, faucets, toilets, tubs, etc.)
- Wash all mirror

- Wash shower rod, towel bars and paper holders
- Clean all light fixtures
- Dry mop down the walls
- Clean trim material - (trim, base, doors, stairways, shelving, etc)
- Clean all appliances - (pull off any plastic and arrange shelves)
- Wash all hard surface floors and vacuum carpet
- Wipe down exterior doors - including exterior door sills
- Clean out the garage floor drains

#### **Miscellaneous Items**

- Final 1/4" scale drawings & design fees
- Two meeting of consultation time with the interior decorator from Portside Builders is included
- Coordination of on site improvements
- One-year warranty against defects in workmanship and materials provided per this proposal.

We propose hereby to furnish material and labor, complete in accordance with the above specifications, for the firm price sum of:       HUNDRED and       THOUSAND,       HUNDRED and DOLLARS AND NO CENTS.....(\$000,000.00)

#### **Authorized Signature**

*Paul Shefchik - Port Side Builders Inc*

**Note: This proposal may be withdrawn by PortSide Builders if not accepted within 30 days.**

#### **Acceptance of Proposal**

I have read and understand this contract. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

\_\_\_\_\_  
*Owner's Signature*

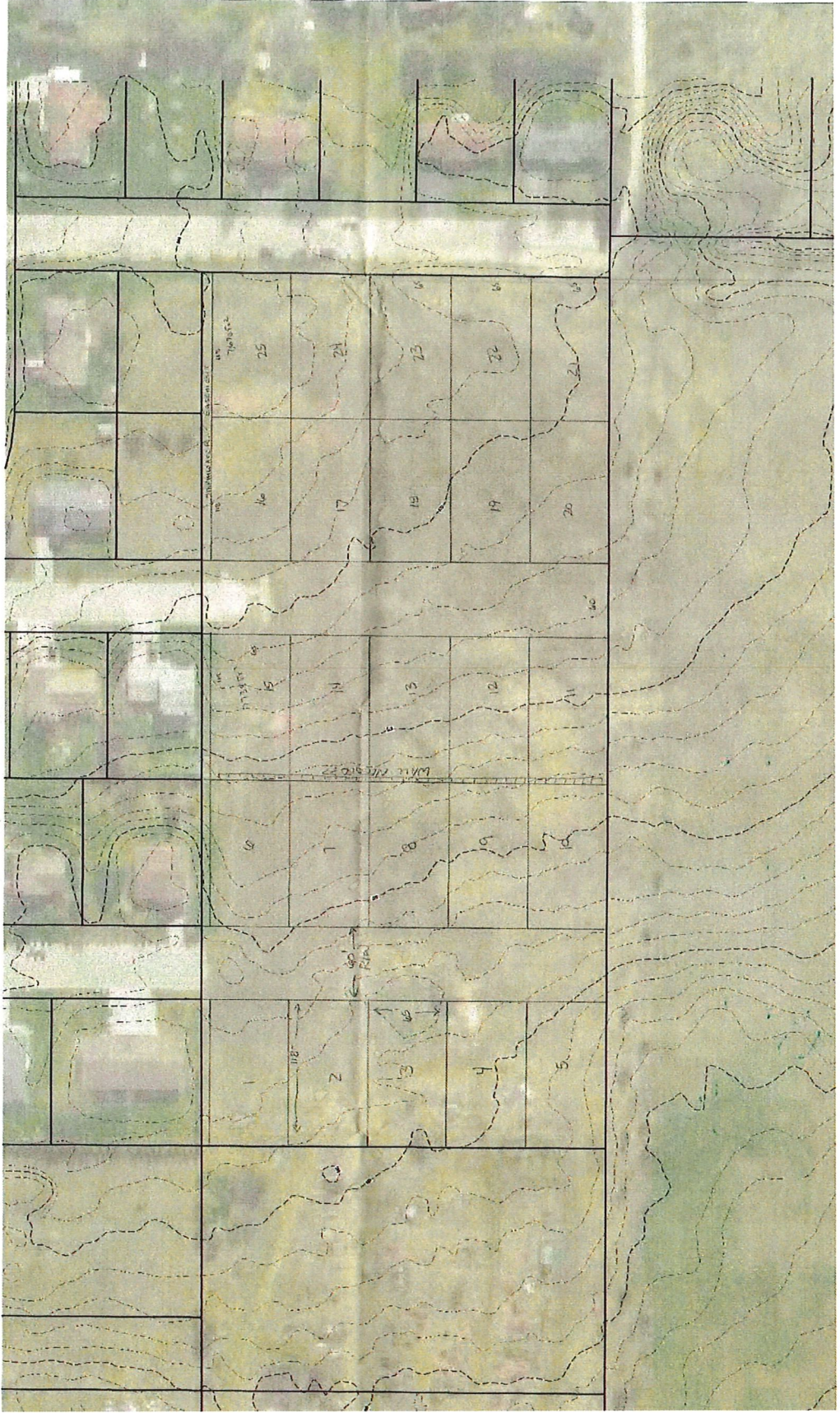
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*Owner's Signature*

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# Concept Layout for Single-Family Residential Lots on City-Owned Property – S. Hudson Ave



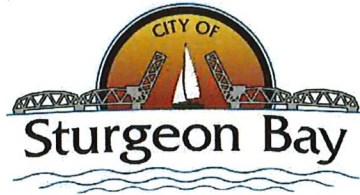
Estimated  
Infrastructure  
Costs for  
S. Geneva Ave  
+  
S. Fulton Ave.

Item #	2023 Scharner Property: Infrastructure Costs for 20 Lots - Item Descriptions	Unit	Estimated Quantity	Unit Price	Line Item Total
1	Mobilization - General Site Contractor	LS	1.00	\$ 5,000.00	\$ 5,000.00
2	Traffic Control	LS	1.00	\$ 1,000.00	\$ 1,000.00
3	Erosion Control - Catch Basin Inlet Protection	EA	7.00	\$ 125.00	\$ 875.00
4	Silt Fence	LF	1000.00	\$ 2.50	\$ 2,500.00
5	Strip Topsoil & Misc. Site Grading	LS	1.00	\$ 5,000.00	\$ 5,000.00
6	Clear & Grub	LS	1.00	\$ 5,000.00	\$ 5,000.00
7	Unclassified Excavation (includes existing asphalt pavement removal)	CY	1255.00	\$ 12.00	\$ 15,060.00
8	Base Aggregate - 1-1/4" Dense Graded Base (measured in place 12" thick) - Asphalt Base Only	CY	795.00	\$ 24.50	\$ 19,477.50
9	Spread Topsoil	LS	1.00	\$ 5,000.00	\$ 5,000.00
10	Mobilization - Concrete Work (Includes traffic control if needed & barriers for wet concrete)	LS	1.00	\$ 1,000.00	\$ 1,000.00
11	New Concrete Curb & Gutter - 30" (includes base excavation & base)	LF	1362.00	\$ 31.00	\$ 42,222.00
12	Mobilization - Asphalt	LS	1.00	\$ 2,000.00	\$ 2,000.00
13	Base Aggregate Fine Grading	SY	2383.50	\$ 2.25	\$ 5,362.88
14	Asphaltic Binder Course - 2" Asphalt	TON	262.19	\$ 80.00	\$ 20,975.20
15	Asphaltic Surface Course - 1-1/2" Asphalt	TON	196.64	\$ 91.00	\$ 17,894.24
16	Mobilization - Sewer, Water, & Storm Sewer	LS	1.00	\$ 5,000.00	\$ 5,000.00
17	Storm Sewer Manhole - 4' Diameter	VF	12.00	\$ 530.00	\$ 6,360.00
18	Storm Sewer Inlet / Catch Basin - 2'x3'	EA	4.00	\$ 2,700.00	\$ 10,800.00
19	Connect to Existing Catch Basin	EA	1.00	\$ 1,000.00	\$ 1,000.00
20	Storm Sewer Main - 12" PVC SDR35	LF	593.00	\$ 90.00	\$ 53,370.00
21	Endwall for 12" PVC SDR35	EA	1.00	\$ 500.00	\$ 500.00
22	Blasting (Approx. 2,246.5 LF @ \$30.00 per LF)	LS	1.00	\$ 70,000.00	\$ 70,000.00
23	Connect to Existing Sanitary Main	EA	2.00	\$ 1,000.00	\$ 2,000.00
24	Sanitary Manhole - 4' Diameter	VF	18.00	\$ 500.00	\$ 9,000.00
25	Chimney Seal - Internal	EA	2.00	\$ 450.00	\$ 900.00
26	Sanitary Main - 8" C-900	LF	681.00	\$ 90.00	\$ 61,290.00
27	Sanitary Lateral - 6" PVC SCH 40	LF	600.00	\$ 80.00	\$ 48,000.00
28	Sanitary Lateral Connections (wye at main & cap at end)	EA	20.00	\$ 625.00	\$ 12,500.00
29	Polystyrene Insulation - 2" (for sanitary lateral)	SF	1200.00	\$ 3.00	\$ 3,600.00
30	Televising Sanitary Main - Includes Cleaning if Needed (Approx. \$2.50 per LF)	LS	1.00	\$ 1,750.00	\$ 1,750.00
31	Connect to Existing Water Main	EA	2.00	\$ 1,600.00	\$ 3,200.00
32	Gate Valve and Box - 8"	EA	4.00	\$ 2,300.00	\$ 9,200.00
33	Water Main - 8" Ductile Iron	LF	681.00	\$ 110.00	\$ 74,910.00
34	Water Lateral - 1" Copper	LF	600.00	\$ 45.00	\$ 27,000.00
35	Water Lateral Connections (corp. at main)	EA	20.00	\$ 600.00	\$ 12,000.00
36	Curb Stop	EA	20.00	\$ 800.00	\$ 16,000.00
37	Polystyrene Insulation - 2" (for water lateral)	SF	1200.00	\$ 3.00	\$ 3,600.00
38	"T" at Main (for hydrant)	EA	2.00	\$ 900.00	\$ 1,800.00
39	Gate Valve and Box - 6"	EA	2.00	\$ 1,600.00	\$ 3,200.00
40	Water Main - 6" Ductile Iron	LF	60.00	\$ 100.00	\$ 6,000.00
41	Hydrant - 6.5' Bury	EA	2.00	\$ 5,600.00	\$ 11,200.00
42	Pond Construction	EA	1.00	\$ 35,000.00	\$ 35,000.00
43	Baudhuin Engineering Fees (Roads, S&W, Pond, Storm + NOI, lot pins, platting, etc.)	EA	1.00	\$ 40,000.00	\$ 40,000.00
44	Initial Land Purchase	EA	1.00	\$ 50,000.00	\$ 50,000.00
				Totals:	\$ 727,546.82
				10% Cont.	\$ 72,754.68
				Total Est. for 20 Lots	\$ 800,301.50

Estimated  
Infrastructure  
Costs for  
S. Hudson Ave

Item #	2023 Schartner Property: Infrastructure Costs for 4 Lots + S Hudson Ave Paving - Item Descriptions	Unit	Estimated Quantity	Unit Price	Line Item Total
1	Traffic Control (With Development)	LS	1.00	\$ -	\$ -
2	Erosion Control - Catch Basin Inlet Protection	EA	3.00	\$ 125.00	\$ 375.00
3	Unclassified Excavation (includes existing asphalt pavement removal)	CY	222.00	\$ 12.00	\$ 2,664.00
4	Base Aggregate - 1-1/4" Dense Graded Base (measured in place 12" thick) - Asphalt Base Only	CY	129.00	\$ 24.50	\$ 3,160.50
5	Mobilization - Concrete Work (With Development)	LS	1.00	\$ -	\$ -
6	New Concrete Curb & Gutter - 30" (includes base excavation & base)	LF	332.00	\$ 31.00	\$ 10,292.00
7	Spot Replacement - Remove Curb & Gutter (includes cutting)	LF	140.00	\$ 12.00	\$ 1,680.00
8	Spot Replacement - New Concrete Curb & Gutter - 30" (includes base excavation & base)	LF	140.00	\$ 43.00	\$ 6,020.00
9	Curb Lawn Restoration - 1 side (rough fill & 4" min screened topsoil and grass seed) - Material & Labor	LF	140.00	\$ 5.00	\$ 700.00
10	Curb Road Base Restoration (1-1/4" mechanically compacted dense graded base) - Material & Labor	LF	140.00	\$ 4.50	\$ 630.00
11	Remove Concrete Spillway (includes cutting)	SF	93.00	\$ 3.00	\$ 279.00
12	New Concrete Spillway - 6"x48" (includes base excavation and base)	SF	124.00	\$ 13.00	\$ 1,612.00
13	Mobilization - Asphalt (With Development)	LS	1.00	\$ -	\$ -
14	Mill / Remove Asphalt Pavement	SY	1774.00	\$ 2.70	\$ 4,789.80
15	Base Aggregate Fine Grading	SY	1774.00	\$ 2.25	\$ 3,991.50
16	Asphaltic Binder Course - 2" Asphalt	TON	195.00	\$ 80.00	\$ 15,600.00
17	Asphaltic Surface Course - 1-1/2" Asphalt	TON	146.00	\$ 91.00	\$ 13,286.00
18	Mobilization - Sewer, Water, & Storm Sewer (With Development)	LS	1.00	\$ -	\$ -
19	Blasting	LS	1.00	\$ 5,000.00	\$ 5,000.00
20	Sanitary Lateral - 6" PVC SCH 40	LF	144.00	\$ 80.00	\$ 11,520.00
21	Sanitary Lateral Connections (wye at main & cap at end)	EA	4.00	\$ 625.00	\$ 2,500.00
22	Polystyrene Insulation - 2" (for sanitary lateral)	SF	288.00	\$ 3.00	\$ 864.00
23	Water Lateral - 1" Copper	LF	144.00	\$ 45.00	\$ 6,480.00
24	Water Lateral Connections (corp. at main)	EA	4.00	\$ 600.00	\$ 2,400.00
25	Curb Stop	EA	4.00	\$ 800.00	\$ 3,200.00
26	Polystyrene Insulation - 2" (for water lateral)	SF	288.00	\$ 3.00	\$ 864.00
27	Topsoil (screened) - 4" measured in place	CY	62.00	\$ 35.00	\$ 2,170.00
28	Grass Seed (Approx. 3 lb per CY of Topsoil)	LB	184.00	\$ 3.75	\$ 690.00
29	Baudhuin Engineering Fees (Roads, S&W, Pond, Storm + NOI) - With Development	EA	1.00	\$ -	\$ -
				<b>Totals:</b>	<b>\$ 100,767.80</b>
				<b>10% Cont.</b>	<b>\$ 10,076.78</b>
				<b>Total Est. for 4 Lots</b>	<b>\$ 110,844.58</b>





**Josh Van Lieshout**  
City Administrator

421 Michigan Street ▪ Sturgeon Bay, WI 54235  
Phone: 920-746-2900 ▪ Fax: 920-746-2905  
jvanlieshout@sturgeonbaywi.org ▪ www.sturgeonbaywi.org

To: Mayor Ward and Common Council  
From: Josh Van Lieshout, City Administrator  
Re: Intergovernmental Agreement CoSB/Door Co.  
South Duluth Avenue STP-Urban Project

Date: July 13, 2023

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Discussion: The City has been awarded a federal grant for the reconstruction of a portion of South Duluth Avenue. The grant's maximum value is \$2,512,178 and represents a maximum of 80% of the total project costs. Door County has agreed to cost share at a rate of 50% with the City on the remaining 20% of the project cost, bring the City's direct cost to 10%. Attached is an intergovernmental agreement describing the cooperative and cost share arrangement between the City and County. The proposed agreement accurately reflects the relationship between the City and County for the execution of this project and is consistent with the City's intentions.

Options: The Common Council has a number of options at its disposal, including the following:

- Approve as presented
- Alter/modify/delete provisions
- Take no action

Recommendation:

It is the recommendation of Staff that the agreement be approved as presented.

## INTERGOVERNMENTAL AGREEMENT

[Sturgeon Bay–Door County Agreement for: South Duluth Ave STP-Urban Project,  
WI DOT ID: 4997-05-72/73]

This Agreement is made the \_\_\_\_ day of \_\_\_\_\_, 2023 by and between Door County ("County"), and the City of Sturgeon Bay ("City"), each a public body corporate within the State of Wisconsin.

Whereas, the intergovernmental cooperation contemplated herein serves legitimate public purposes, including a highway improvement project to promote increased traffic and pedestrian safety within the City and County; and

Whereas, this Agreement is deemed to be of benefit to each of the parties and is consistent with their powers or duties under law.

It is therefore agreed as follows:

1. This is an intergovernmental Agreement consistent with, and a cooperative arrangement as provided by, Section 66.0301, Wisconsin Statutes.
2. This Agreement shall be for the highway improvement project as outlined in *Addendum A* (State / Municipal Agreement dated January 5, 2023), attached hereto and incorporated herein by reference as if set forth in full. The project is set to begin in the Spring of 2026.
3. This improvement will add storm sewer, sidewalk, and curb improvements along CTH S from the intersection with STH 42/57, south to the Door County Justice Center driveway. A signalized pedestrian crossing will also be added at the STH 42/57 intersection, along with additional sidewalks on the west side of CTH C, north of the intersection. These improvements will increase safety by improving traffic and pedestrian travel. The improvements, conceptual drawings of the improvements, and estimated costs are shown in *Addendum A and Exhibit A*.
4. The project will be funded with up to 80% federal funding up to a funding limit of two million five hundred twelve thousand one hundred seventy-eight dollars (\$2,512,178) with the remainder to be paid by the City.
5. The County has agreed to fund 50% of the City's share of the project costs outlined in *Addendum A* provided that both the City's Engineer and County's Highway Commissioner agree upon the proposed improvements. If the City Engineer or County Highway Commissioner pursue improvements that benefit only the City or County and are not mutually agreed upon, then the requestor of the nonagreed upon improvement will exclusively pay for the design, state review, and construction of the improvement.
6. This Agreement is intended to fund a highway improvement project to increase traffic and pedestrian safety, which is a public purpose for which public funds may be appropriated and other public resources expended.
7. Each party is responsible to designate an employee or official ("contact person"), who is responsible for administration of this Agreement. The contact persons are as follows:

a. City of Sturgeon Bay:

Chad Shefchik  
Phone: 920-746-2913  
E-Mail: cshefchik@sturgeonbaywi.gov

b. Door County:

Thad Ash  
Phone: 920-746-2504  
E-Mail: tash@co.door.wi.us

Contact person may be changed upon prior written notice to the other party.

8. The parties hereto agree to exercise good faith, make reasonable efforts, and take whatever cooperative action is necessary to fulfill the intent and purposes of this Agreement.
9. Any notices required or permitted hereunder shall be given in writing and shall be delivered (a) in person, with proof of service (b) by certified mail, postage prepaid, return receipt requested, (c) by registered mail, postage prepaid, with evidence of safe delivery from the U.S. Postal Service or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

a. City:

City Administrator  
City Hall  
421 Michigan Street  
Sturgeon Bay, WI 54235

b. County:

County Administrator  
County Government Center  
421 Nebraska Street  
Sturgeon Bay, Wisconsin 54235

Any notice shall be effective upon delivery.

10. Any party may terminate this Agreement for cause, if another party materially breaches any covenant or obligation set forth in this Agreement, and the terminating party: a) provides written notice of such to the breaching party; b) affords the breaching party a reasonable opportunity to cure such breach; and c) there is an ongoing material breach for a period of thirty (30) days after written notice is delivered.
11. The waiver by a party of any breach or failure of the other party to perform any covenant or obligation contained in this Agreement shall not constitute a waiver of any subsequent breach.
12. If a dispute between any party hereto arises out of or relating to this Agreement, and cannot be settled through direct discussions, each party agrees to first endeavor to settle the dispute by alternative dispute resolution before recourse to a court.
13. If any covenant, condition, provision, or term of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining covenants, conditions, provision, or terms of this Agreement shall not be affected thereby, but each covenant, condition, provision, or term of this Agreement shall be valid and in force to the fullest extent permitted by law.
14. Parties irrevocably submit themselves to the original jurisdiction of the Circuit Court, Door County, State of Wisconsin, with regard to any controversy arising out of, relating to, or in any way concerning this agreement.
15. This Agreement shall be subject and subordinate to applicable federal or state, laws, codes, regulations, ordinances, rules and orders.

16. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. Any amendments, changes or modification of this agreement shall be effective only when made in writing and executed by the parties.

Accepted and agreed this \_\_\_\_ day of \_\_\_\_\_, 2023. Accepted and agreed this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Thad Ash  
Door County Highway Commissioner

\_\_\_\_\_  
Chad Shefchik  
City of Sturgeon Bay Engineer

Accepted and agreed this \_\_\_\_ day of \_\_\_\_\_, 2023. Accepted and agreed this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Ken Pabich  
Door County Administrator

\_\_\_\_\_  
Josh VanLieshout  
City of Sturgeon Bay Administrator



**STATE/MUNICIPAL AGREEMENT  
FOR A STATE- LET  
STP-URBAN PROJECT**

**Program Name: STP-URBAN**

**Population Group: 5K-20K**

**Sub-program #: 206**

**Cycle: BIL 2023-2026**

**Date: JANUARY 5, 2023**

**I.D.: 4997-05-72/73**

**Road Name: SOUTH DULUTH AVENUE**

**Limits: STH 42 TO DOOR COUNTY SHERIFF'S  
DRIVEWAY**

**County: DOOR**

**Roadway Length: 0.5 MILES**

**Functional Classification: MINOR ARTERIAL**

**Project Sponsor: CITY OF STURGEON BAY**

The signatory, **CITY OF STURGEON BAY**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

**Existing Facility - Describe and give reason for request: The year of last improvement is 2012. The road consists of a rural cross section with two 11-foot lanes of asphaltic pavement. The pavement is in fair condition. The roadway has 8-foot shoulders (4-foot asphaltic, 4-foot gravel) and there is no existing sidewalk along the corridor.**

**Proposed Improvement - Nature of work: The proposed improvement is to reconstruct the roadway with an urban cross section consisting of asphaltic pavement for 0.57 miles. The pavement width will be variable in width. The proposed roadway is to include curb and gutter, storm sewer improvements, pavement marking, and signing. There will be 5-foot sidewalks installed on both sides of the road. Traffic signals and pedestrian signals will be installed at the intersection of South Duluth Avenue and STH 42. There will be moderate grading. More than ½ acre of strip right-of-way acquisition is anticipated and temporary interests in right-of-way are anticipated.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: **Items to be 100% locally funded could include, but may not be limited to, maintenance and repair of haul roads, sanitary sewer lines, water lines, adjustment of water service boxes, gate valves, adjustment of sanitary sewer manholes.**

The Municipality agrees to the following **BIL 2023-2026 STP-URBAN** project funding conditions:

Project ID **4997-05-72/73** costs are funded with up to 80% federal funding up to a funding limit of **\$2,512,178**. The Municipality agrees to provide the remaining 20% and any funds in excess of the **\$2,512,178** federal funding limit. **Design is federal participating funded. Real Estate, Railroad, and utility costs are locally**

**funded – non-participating.** Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year **2026**. Sunset date: **June 30, 2031**

Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled.

Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal participation, and actual costs will be used in the final division of cost for billing and reimbursement. In no event shall federal funding exceed the estimate of **\$2,512,178** in the Summary of Costs Table, unless such increase is approved in writing by the State through the State's Change Management Policy prior to the Municipality incurring the increased costs.

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%	Municipal Funds	%
<b>ID 4997-05-72</b>					
Design	\$565,168	\$452,134	80%	\$113,034	20% + BAL
State Review	\$16,200	\$12,960	80%	\$3,240	20% + BAL
<i>Project Totals</i>	<b>\$581,368</b>	<b>\$465,094</b>		<b>\$116,274</b>	
<b>ID 4997-05-73</b>					
Participating Construction	\$2,260,671	\$1,808,537	80%	\$452,134	20% + BAL
Non-Participating Construction	\$1,000	\$0	0%	\$1,000	100%
Construction Engineering	\$282,584	\$226,067	80%	\$56,517	
State Review	\$15,600	\$12,480	80%	\$3,120	20% + BAL
<i>Project Totals</i>	<b>\$2,559,855</b>	<b>\$2,047,084</b>		<b>\$512,771</b>	
<b>Total Est. Cost Distribution</b>	<b>\$3,141,223</b>	<b>\$2,512,178</b>	N/A	<b>\$629,045</b>	N/A

\*Design ID# **4997-05-72** federal funding is limited to **\$465,094**.

\*Construction ID# **4997-05-73** federal funding is limited to **\$2,047,084**.

This request is subject to the terms and conditions that follow and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signatures certify the content has not been altered by the municipality.

Signed for and in behalf of: **CITY OF STURGEON BAY** (please sign in blue ink.)

Name David D. Ward Title Mayor Date 1-6-23

Signed for and in behalf of the State:

Name Scott A. Nelson P.E. Title WisDOT NE Region Systems, Planning, and Operations Chief Date 01/09/2023

## GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
  - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
  - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
  - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
  - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
  - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
  - g. Federal statutes that govern the Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.
  - h. General requirements for administering federal and state aids set forth in Wis. Stat. 84.03.

## STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved **BIL 2023-2026 STP-URBAN** program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
  - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
  - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
  - c. Storm sewer mains necessary for the surface water drainage.
  - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.



- e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
  - f. Signing and pavement marking.
  - g. New installations or alteration of street lighting and traffic signals or devices.
  - h. Landscaping.
  - i. Preliminary engineering and design.
  - j. State review services.
5. The work will be administered by the State and may include items not eligible for federal participation.
6. As the work progresses, the State will bill the Municipality for work completed that is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal/state funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

#### **MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:**

7. Work necessary to complete the **BIL 2023-2026 STP-URBAN** improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- a. New installations of, or alteration of, sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
  - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
  - d. Conditioning, if required and maintenance of detour routes.
  - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
  - f. All work related to underground storage tanks and contaminated soils.
  - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
  - h. Real estate for the improvement.
  - i. Other 100% Municipality funded items: Maintenance and Repair of Haul Roads
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.

10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal/state financing commitments or are ineligible for federal/state financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. In accordance with the State's sunset policy for STP Program projects, the subject FFY 2023-2026 STP Program improvement must be constructed and in final acceptance within six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred on behalf of the project.
15. The Municipality will at its own cost and expense:
  - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
  - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
  - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
  - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
  - e. Provide complete plans, specifications, and estimates to State upon request.
  - f. Provide relocation orders and real estate plats to State upon request.
  - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
  - h. Provide maintenance and energy for lighting.
  - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state

and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer, or anyone hired, contracted, or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by federal or state highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.
- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted oversize and overweight loads. The contractor is responsible for any damage caused to haul roads if the contractor does not obey size and weight laws, use properly equipped and maintained vehicles, and does not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under "Municipal Responsibilities and Requirements."

#### LEGAL RELATIONSHIPS:

- 17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.

19. Contract modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or any of its attachments may be changed, waived, or terminated orally.
20. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors, and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
21. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

#### PROJECT FUNDING CONDITIONS

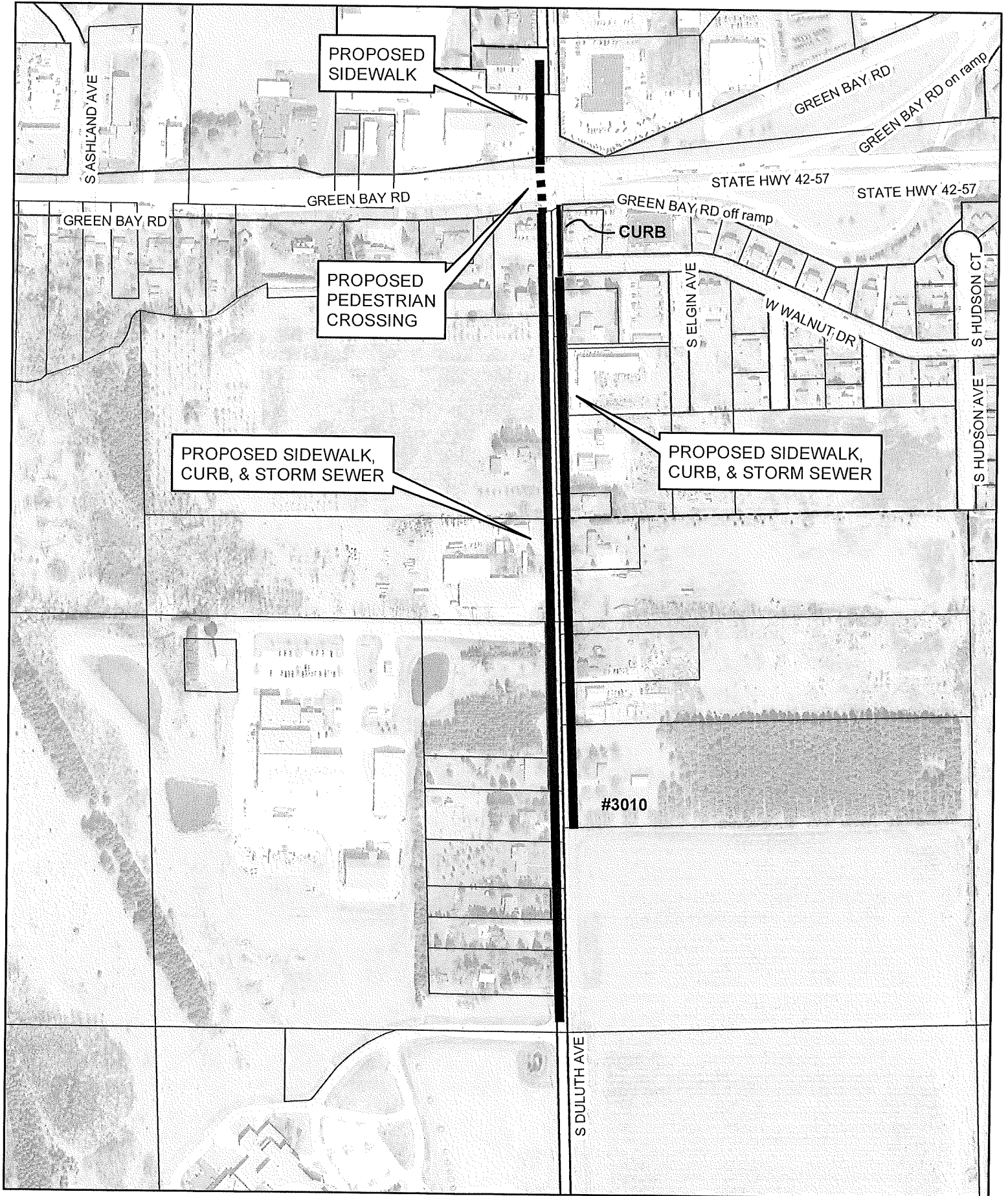
22. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
23. Maintenance of records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following **BIL 2023-2026 STP-URBAN** project funding conditions:
  - a. ID **4997-05-72**: Design is funded with **80% federal** funding up to a funding limit of **\$465,094** when the Municipality agrees to provide the remaining 20% and any funds in excess of the **\$465,094** federal funding limit. This phase includes plan development, and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for **state review** activities, to be funded **80%** with federal funding and **20%** by the Municipality.
  - b. ID **4997-05-73**: Construction:
    - i. Costs for items such as grading, gravel, asphalt, curb & gutter, traffic control, etc. are funded with **80%** federal funding up to a funding limit of **\$2,047,084**, when the Municipality agrees to provide the remaining **20%**, and any funds in excess of the **\$2,047,084** federal funding limit.
    - ii. Non-participating costs for **such as maintenance and repair of haul roads, sanitary sewer lines, water lines, adjustment of water service boxes, gate valves, adjustment of sanitary sewer manholes** are funded **100%** by the Municipality. Costs include construction delivery.
    - iii. Costs for this phase includes an estimated amount for **construction engineering**, to be funded **80%** with federal funding and **20%** by the Municipality.
    - iv. Costs for this phase includes an estimated amount for **state review** activities, to be funded **80%** with federal funding and **20%** by the Municipality.

[End of Document]

# "EXHIBIT A"



## PROPOSED IMPROVEMENTS DULUTH AVE

MAY, 2022