



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, NOVEMBER 21, 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. Consideration of the following bills: General Fund – \$215,130.02, Capital Fund - \$193,567.33, Cable TV - \$38.27, Solid Waste Enterprise Fund - \$25,621.23, and Compost Site Enterprise Fund - \$106.31 for a grand total of \$434,463.16. [roll call]**
- 7. CONSENT AGENDA**
 - * All items listed with an asterisk (*) are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests before the Adoption of the Agenda, in which event the item will be removed from the Consent Agenda and considered immediately following the consent agenda.**
 - * a. Approval of 11/7/23 regular Common Council minutes.**
 - * b. Place the following minutes on file:**
 - (1) Finance/Purchasing & Building Committee – 10/31/23**
 - (2) Zoning Board of Appeals – 11/1/23**
 - * c. Place the following reports on file:**
 - (1) Police Department Report – October 2023**
 - (2) Fire Department Report – October 2023**
 - (3) Bank Reconciliation -October 2023**
 - (4) Revenue & Expense Report – October 2023**
 - * d. Consideration of: Approval of Beverage Operator licenses.**
 - * e. Consideration of: Approval of Class A Beer and Class A Liquor license for Kwik Trip #1282.**
 - * f. Community Protection & Services Committee recommendation re: Approve the Personal Services Contract with Mann Communications, LLC for Cable TC services for term of January 1, 2024 – December 31, 2026.**
 - * g. City Plan Commission recommendation re: Vacate the unimproved portion of S. Madison Avenue as shown on map.**

8. Mayoral Appointments.
9. Resolution re: Building Inspection Fee Schedule.
10. Consideration of: Temporary Use Permit – Ted LaVine.
11. Finance/Purchasing & Building Committee recommendation re: Approve the Fire Protection Services Agreement with Town of Sebastopol.
12. City Plan Commission recommendation re: Approve the Final Plat for Geneva Ridge, tax parcel # 281-68-18000607B, located at the south end of S. Fulton and S. Geneva Avenues and west of the end of S. Hudson Ave.
13. Finance/Purchasing & Building Committee recommendation re: Approve Edgewater Resources for waterfront planning for City property along Nautical Drive.
14. Finance/Purchasing & Building Committee recommendation re: Approve the Fourth Amendment to the Granary Development Agreement.
15. City Administrator report.
16. Mayor's report.
17. Convene in closed session in accordance with the following exemption:

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

Consideration of: Fourth Amendment to Granary Development Agreement.

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

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 11.17.23
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.

DATE: 11/14/2023
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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

6.

INVOICES DUE ON/BEFORE 11/21/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL FUND				
LIABILITIES				
R0001814	WESTPHAL RESOURCES	SIGN DEPOSIT REFUND/WESTPHAL	01-000-000-23168	50.00
R0001816	LIGHTHOUSE TITLE	OVERPYMENT/LIGHTHOUSE TITLE	01-000-000-46000	5.00
TOTAL LIABILITIES				55.00
TOTAL GENERAL FUND				55.00
LAW/LEGAL				
AMUNDSEN	AMUNDSEN DAVIS, LLC	08/23 PFC BYLAW REVIEW	01-110-000-55010	2,605.92
AMUNDSEN		08/23 CONTRACT/DEV AGREEMENTS	01-110-000-55010	390.00
TOTAL				2,995.92
TOTAL LAW/LEGAL				2,995.92
CITY CLERK-TREASURER				
17700	QUILL CORPORATION	STENO BOOKS/BLACK TONER	01-115-000-51950	233.14
HARRIS	HARRIS COMPUTER SYSTEMS	PAYROLL SYSTEM SET UP	01-115-000-55600	50.00
R0001815	ASHLEY BURNIS	MILEAGE/BURNIS	01-115-000-56350	55.02
R0001815		SUBPOENA FEE/BURNIS	01-115-000-56350	16.80
TOTAL				354.96
TOTAL CITY CLERK-TREASURER				354.96
COMPUTER				
04696	DOOR COUNTY TREASURER	10/23 IS INTERNET USAGE	01-125-000-55550	100.00
04696		10/23 TECH SUPPORT	01-125-000-55550	2,083.34
04696		10/23 4 G INTERNET	01-125-000-55550	375.00
TOTAL				2,558.34
TOTAL COMPUTER				2,558.34
BUILDING/ZONING CODE ENFORCEMT				
DCI	DOOR COUNTY INSPECTIONS, LLC	10/23 BUILDING PERMITS	01-140-000-55010	10,257.08
TOTAL				10,257.08
TOTAL BUILDING/ZONING CODE ENFORCEMT				10,257.08
PUBLIC WORKS ADMINISTRATION				
17700	QUILL CORPORATION	BANKER BOXES	01-150-000-51950	33.99
TOTAL				33.99
TOTAL PUBLIC WORKS ADMINISTRATION				33.99
CITY HALL				
03159	SPECTRUM	10/23 FIRE CABLE SVC	01-160-000-58999	147.00
03159		10/23 FIRE CABLE SVC	01-160-000-58999	143.71
04575	DOOR COUNTY HARDWARE	ELECTRICAL TAPE	01-160-000-55300	8.59
04575		INSECT KILLER	01-160-000-55300	19.99
04575		CABLE/CABLE SLEEVE	01-160-000-51850	5.73
04575		REFUSE CAN	01-160-000-51850	21.99
19880	STURGEON BAY UTILITIES	421 MICHIGAN STREET	01-160-000-56150	2,667.17
19880		421 MICHIGAN STREET	01-160-000-58650	218.01

INVOICES DUE ON/BEFORE 11/21/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
CITY HALL				
VIKING	VIKING ELECTRIC SUPPLY, INC	BATTERIES	01-160-000-51850	46.08
VIKING		BATTERIES	01-160-000-51850	46.08
WARNER	WARNER-WEXEL LLC	TOWELING	01-160-000-51850	55.78
TOTAL				3,380.13
TOTAL CITY HALL				3,380.13
INSURANCE				
MCCLONE	MCCLONE AGENCY, INC	12/23 GENERAL LIABILITY	01-165-000-56400	2,818.00
MCCLONE		12/23 POLICE LIABILITY	01-165-000-57150	1,452.00
MCCLONE		12/23 PUBLIC OFFCL LIABILITY	01-165-000-57400	2,407.00
MCCLONE		12/23 CYBER LIABILITY	01-165-000-55450	293.00
MCCLONE		12/23 AUTO LIABILITY	01-165-000-55200	1,506.00
MCCLONE		12/23 AUTO PHYSICAL DAMAGE	01-165-000-55200	2,338.00
TOTAL				10,814.00
TOTAL INSURANCE				10,814.00
GENERAL EXPENDITURES				
04696	DOOR COUNTY TREASURER	10/23 CITY HALL PHONE SVC	01-199-000-58200	43.83
04696		10/23 POLICE PHONE SVC	01-199-000-58200	17.96
04696		10/23 DPW PHONE SVC	01-199-000-58200	11.43
04696		10/23 FIRE PHONE SVC	01-199-000-58200	8.91
CEDARCO	CEDAR CORPORATION	PEDESTRIAN TRAIL	01-199-000-57000	10,307.45
QUADPOST	QUADIENT FINANCE USA INC	POSTAGE METER INK	01-199-000-57250	294.36
TOTAL				10,683.94
TOTAL GENERAL EXPENDITURES				10,683.94
POLICE DEPARTMENT				
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	ASSORTED OFFICE SUPPLIES	01-200-000-51950	42.34
TOTAL				42.34
TOTAL POLICE DEPARTMENT				42.34
POLICE DEPARTMENT/PATROL				
03133	CELLCOM WISCONSIN RSA 10	10/23 CRADELPOINT PORT SEC CAM	01-215-000-58999	53.93
19880	STURGEON BAY UTILITIES	SUNSET PK BT LAUNCH	01-215-000-56150	19.06
19880		110 S NEENAH AVE CAMERA	01-215-000-56150	16.34
19880		SHORECREST RD CAMERA	01-215-000-56150	16.12
ADVAUTO	GENERAL PARTS DISTRIBTION LLC	CABIN FILTERS-SQUAD	01-215-000-58600	15.87
JENNERJO	DEREK JENNERJOHN	MEAL EXPNSE SRO CONF/JENNRJOHN	01-215-000-55600	20.54
JENNERJO		MEAL EXPNSE SRO CONF/JENNRJOHN	01-215-000-55600	12.65
JENNERJO		LODGING SRO CONF/JENNRJOHN	01-215-000-55600	180.00
TOTAL				334.51
TOTAL POLICE DEPARTMENT/PATROL				334.51
POLICE DEPT. / INVESTIGATIONS				
ACCURINT	LEXISNEXIS RISK SOLUTIONS	10/23 CONTRACT FEE	01-225-000-57950	105.00
TOTAL				105.00
TOTAL POLICE DEPT. / INVESTIGATIONS				105.00

INVOICES DUE ON/BEFORE 11/21/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
FIRE DEPARTMENT				
FIRE DEPARTMENT				
04575	DOOR COUNTY HARDWARE	AIR FILTER	01-250-000-54999	26.36
04575		STRAP/SLIDE BUCKLE RELEASE	01-250-000-54999	12.48
04575		BATTERIES	01-250-000-52900	33.98
04575		CREDIT	01-250-000-54999	-32.99
04696	DOOR COUNTY TREASURER	FUEL CHARGES	01-250-000-51650	249.41
06650	GALLS, AN ARAMARK COMPANY	COAT-NELL	01-250-000-52950	260.00
19880	STURGEON BAY UTILITIES	MARTIN PARK RESTROOM	01-250-000-56675	9.00
19880		421 MICHIGAN STREET	01-250-000-56675	189.00
19880		TRUCK FILL	01-250-000-56675	98.61
19880		MEM FLD WARM HOUSE	01-250-000-56675	70.29
19880		CITY GARAGE	01-250-000-56675	71.00
19880		GARLAND PARK	01-250-000-56675	9.00
19880		SUNSET CONSN CNTR	01-250-000-56675	71.00
19880		FRANK GRASSE MEM SHELTER	01-250-000-56675	22.00
19880		OTUMBA PARK	01-250-000-56675	9.00
19880		WEST SIDE WARMING HOUSE	01-250-000-56675	9.00
19880		WEST SIDE FIRE STATION	01-250-000-56675	71.00
19880		WEST SIDE FIRE STATION	01-250-000-56150	112.11
19880		WEST SIDE FIRE STATION	01-250-000-58650	106.91
19880		38 S NEENAH PAVILLION	01-250-000-56675	9.00
19880		NEENAH AVE RESTROOM	01-250-000-56675	45.00
19880		WEST SIDE BALLFLD LTS	01-250-000-56675	45.00
19880		GIRLS LITTLE LEAGUE	01-250-000-56675	71.00
19880		FIRE TRAINING SITE	01-250-000-56675	9.00
19880		FIRE TRAINING SITE	01-250-000-56150	13.39
19880		QUINCY ST BALLFLD	01-250-000-56675	70.29
19880		92 E MAPLE ST DOCK	01-250-000-56675	9.00
19880		KENTUCKY ST CITY PKG RAMP	01-250-000-56675	9.00
19880		KENTUCKY ST MARINA	01-250-000-56675	71.00
19880		SIGN SHED	01-250-000-56675	9.00
19880		CHERRY BLOSSOM	01-250-000-56675	22.00
20725	T R COCHART TIRE CENTER	TIRE REPAIR/E 707	01-250-000-53000	50.00
FIRE SRV	FIRE SERVICE, INC.	SEAT BELT/E707	01-250-000-53000	514.99
QUALITY	QUALITY TRUCK CARE CENTER INC	E 706 REPAIRS	01-250-000-53000	489.40
TOTAL FIRE DEPARTMENT				2,834.23
TOTAL FIRE DEPARTMENT				2,834.23
LARGE ITEM PICKUP / LEAF COLL				
GFLENVIR	GFL ENVIRONMENTAL, INC	MSW 2.82 TONS	01-311-000-58400	198.84
TOTAL				198.84
TOTAL LARGE ITEM PICKUP / LEAF COLL				198.84
STREET SWEEPING				
MACQUEEN	MACQUEEN EQUIPMENT, LLC	CREDIT	01-330-000-51400	-6.78
MACQUEEN		CREDIT	01-330-000-51400	-562.08
MACQUEEN		CREDIT	01-330-000-51400	-607.02
MACQUEEN		HYDRAULIC TUBE BUNDLE	01-330-000-51400	1,295.56
MACQUEEN		SHIPPING	01-330-000-51400	433.75
TOTAL				553.43
TOTAL STREET SWEEPING				553.43
ROADWAYS/STREETS				
04575	DOOR COUNTY HARDWARE	SILICONE	01-400-000-51400	7.99
04696	DOOR COUNTY TREASURER	ASPHALT	01-400-000-52200	570.28
TOTAL				578.27
TOTAL ROADWAYS/STREETS				578.27

INVOICES DUE ON/BEFORE 11/21/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
STREET SIGNS AND MARKINGS				
12110	LANGE ENTERPRISES INC	STREET SIGNS	01-420-000-52550	2,179.76
12110		SHIPPING	01-420-000-52550	50.31
TOTAL				2,230.07
TOTAL STREET SIGNS AND MARKINGS				2,230.07
CURB/GUTTER/SIDEWALK				
04575	DOOR COUNTY HARDWARE	ELBOWS/PIPE PVC/TRAP/COUPLER	01-440-000-54999	104.34
TOTAL				104.34
TOTAL CURB/GUTTER/SIDEWALK				104.34
STREET MACHINERY				
04545	DOOR COUNTY COOPERATIVE/NAPA	OIL FILTER STRAP	01-450-000-53000	25.00
04575	DOOR COUNTY HARDWARE	TIE DOWN/EYE BOLT	01-450-000-52150	67.52
04575		FASTENERS	01-450-000-52150	19.74
04575		MLW RECIP AX	01-450-000-52700	26.99
04575		CABLE/FASTENERS	01-450-000-53000	16.76
04575		PACK TAPE	01-450-000-52150	14.99
04575		FASTENERS	01-450-000-52150	1.78
04575		RECIP TRCH	01-450-000-52150	18.99
20725	T R COCHART TIRE CENTER	4 TIRES/DISMOUNT-MOUNT/DISPOS	01-450-000-53000	768.32
BOBCAT	BOB CAT PLUS	NEW CUTTING TEET/SKIDSTR PRS	01-450-000-53000	1,586.80
TOTAL				2,546.89
TOTAL STREET MACHINERY				2,546.89
CITY GARAGE				
04575	DOOR COUNTY HARDWARE	PLUNGER	01-460-000-51850	8.99
19275	SHERWIN WILLIAMS	1 GAL PAINT	01-460-000-55300	31.96
19880	STURGEON BAY UTILITIES	SALT SHED	01-460-000-56150	13.39
19880		CITY GARAGE	01-460-000-56150	751.99
19880		CITY GARAGE	01-460-000-58650	87.53
AMERWELD	AMERICAN WELDING & GAS, INC	MONTHLY GAS BOTTLE RENTAL	01-460-000-58999	163.01
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	NEW MSTER CYL	01-460-000-56250	127.61
O'REILLY		MASTER CYL EXCHANGE	01-460-000-56250	11.49
O'REILLY		BRAKE FLUID	01-460-000-56250	22.98
TOTAL				1,218.95
TOTAL CITY GARAGE				1,218.95
HIGHWAYS - GENERAL				
19880	STURGEON BAY UTILITIES	808 S DULUTH AVE	01-499-000-58000	16.86
19880		EGG HARBR RD TRFFIC LITE	01-499-000-58000	27.57
19880		N 14TH & EGG HRBR RD TRFFC LTE	01-499-000-58000	34.72
19880		14TH AVE MEM FLD PKG LOT	01-499-000-58000	13.39
19880		WARNING LITE/SPEED SIGN	01-499-000-58000	8.25
19880		MADISON AVE WS TRFFC LTS	01-499-000-58000	135.46
19880		342 ORNAMENTAL ST LIGHTS	01-499-000-58000	4,993.04
19880		593 OVERHEAD ST LIGHTS	01-499-000-58000	6,557.84
19880		S LANSING & W WALNUT SIGN	01-499-000-58000	9.06
19880		1ST AVE EAST SIDE DOCK	01-499-000-58000	44.82
19880		OLD HWY RD SIGN	01-499-000-58000	17.28
GIESSEMA	CASEY GIESSEMAN	SAFETY BOOT REIMBURSE/GIESSEM	01-499-000-56800	128.67
TOTAL				11,986.96
TOTAL HIGHWAYS - GENERAL				11,986.96

INVOICES DUE ON/BEFORE 11/21/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
PARKS AND PLAYGROUNDS				
04575	DOOR COUNTY HARDWARE	COUPLER	01-510-000-51400	18.99
04575		CYLINDER PROPANE	01-510-000-51400	4.99
04575		BATTERY	01-510-000-51400	8.99
04575		FAN CONTROL	01-510-000-51400	15.99
04575		INFLATOR GUN	01-510-000-52700	24.99
04575		CARPENTER PENCIL SHARPENER	01-510-000-51400	3.59
04575		ASSORTED SUPPLIES	01-510-000-51750	41.16
04575		STIHL REPLACEMENT BLADE	01-510-000-51400	41.99
08150	HENSCHER SAWMILL	CEDAR BOARDS	01-510-000-51800	1,152.00
08225	HERLACHE SMALL ENGINE	CHAINSAW SHARPENING & GAUGE	01-510-000-56250	30.00
19880	STURGEON BAY UTILITIES	MICHIGAN ST CHARGING STATION	01-510-000-56150	148.12
19880		MARTIN PARK PAVILLION	01-510-000-56150	45.64
19880		MARTIN PARK RESTROOM	01-510-000-58650	105.12
19880		MEM FLD WARM HOUSE	01-510-000-56150	98.96
19880		MEM FLD WARM HOUSE	01-510-000-58650	210.59
19880		GARLAND PARK	01-510-000-56150	14.02
19880		GARLAND PARK	01-510-000-58650	20.64
19880		SUNSET CONSN CNTR	01-510-000-56150	29.88
19880		SUNSET CONSN CNTR	01-510-000-58650	62.28
19880		FRANK GRASSE MEM SHELTER	01-510-000-56150	190.95
19880		FRANK GRASSE MEM SHELTER	01-510-000-58650	41.82
19880		OTUMBA PARK	01-510-000-56150	105.99
19880		OTUMBA PARK	01-510-000-58650	31.09
19880		WEST SIDE WARMING HOUSE	01-510-000-56150	139.18
19880		WEST SIDE WARMING HOUSE	01-510-000-58650	20.64
19880		MADISON AVE CHG STATION	01-510-000-56150	13.39
19880		JAYCEES BALLFLD STAND	01-510-000-56150	13.39
19880		3RD AVE POWER PANEL	01-510-000-56150	13.39
19880		MICHIGAN STREET FLAG LIGHT	01-510-000-56150	29.98
19880		WEST SIDE BALLFLD LTS	01-510-000-58650	25.00
19880		MEM FLD COMPLEX	01-510-000-56150	978.87
19880		GIRLS LITTLE LEAGUE	01-510-000-58650	70.99
19880		OTUMBA PRK WALKWAY	01-510-000-56150	17.17
19880		QUINCY ST BALLFLD	01-510-000-58650	36.67
19880		1ST AVE CHARGING STATION	01-510-000-56150	95.58
19880		SIGN SHED	01-510-000-56150	22.53
19880		SIGN SHED	01-510-000-58650	21.50
19880		CHERRY BLOSSOM	01-510-000-56150	23.47
19880		CHERRY BLOSSOM	01-510-000-58650	29.62
20725	T R COCHART TIRE CENTER	TUBE-KUBOTA	01-510-000-51900	25.00
20725		TUBE INSTALLED	01-510-000-51900	20.00
SALZ	SALZSIEDER LANDSCAPE & NURSERY	2 RED JEWEL FLOWER CRAB TREES	01-510-000-58450	450.00
TOTAL				4,494.16
TOTAL PARKS AND PLAYGROUNDS				4,494.16
BALLFIELDS				
BALLFIELDS				
04575	DOOR COUNTY HARDWARE	SUPPLIES	01-520-000-54999	40.78
TOTAL BALLFIELDS				40.78
TOTAL BALLFIELDS				40.78
MUNICIPAL DOCKS				
19880	STURGEON BAY UTILITIES	S NEENAH PKG LOT LTS	01-550-000-56150	236.07
19880		38 S NEENAH PAVILLION	01-550-000-56150	70.18
19880		38 S NEENAH PAVILLION	01-550-000-58650	25.86
19880		NEENAH AVE RESTROOM	01-550-000-56150	166.92
19880		NEENAH AVE RESTROOM	01-550-000-58650	247.69
TOTAL				746.72
TOTAL MUNICIPAL DOCKS				746.72

INVOICES DUE ON/BEFORE 11/21/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
WATERFRONT PARKS & WALKWAYS				
04575	DOOR COUNTY HARDWARE	ASSORTED SUPPLIES	01-570-000-54999	30.34
19880	STURGEON BAY UTILITIES	92 E MAPLE STREET	01-570-000-56150	21.63
19880		DC MUSEUM WALKWAY	01-570-000-56150	64.08
19880		DC MUSEUM PKG LOT	01-570-000-56150	81.57
19880		JUNIPER ST WALKWAY LTS	01-570-000-56150	33.26
19880		JUNIPER ST PARKING LOT	01-570-000-56150	25.76
19880		10 PENNSYLVANIA ST DOCK	01-570-000-58650	39.00
19880		48 KENTUCKY ST WTRFRNT	01-570-000-56150	76.33
19880		92 E MAPLE ST DOCK	01-570-000-58650	14.01
19880		KENTUCKY ST CITY PKG RAMP	01-570-000-56150	90.08
19880		KENTUCKY ST MARINA	01-570-000-58650	42.34
TOTAL				518.40
TOTAL WATERFRONT PARKS & WALKWAYS				518.40
COMMUNITY & ECONOMIC DEVLPMT				
04549	DOOR COUNTY ECONOMIC DEVELOPME	2023 4TH QTR COMMITMENT	01-900-000-55750	7,925.00
04650	DOOR COUNTY REGISTER OF DEEDS	MINUTES COPIES	01-900-000-54999	4.00
TOTAL				7,929.00
TOTAL COMMUNITY & ECONOMIC DEVLPMT				7,929.00
TOTAL GENERAL FUND				77,596.25
CAPITAL FUND				
CITY HALL				
CITY HALL EXPENSE				
05500	ENERGY CONTROL AND DESIGN INC	CITY HALL CHILLER REPLACEMENT	10-160-000-59015	24,071.00
13360	MENARDS-GREEN BAY EAST	OSB SHEETING	10-160-000-59015	1,198.80
13360		NAILS	10-160-000-59015	44.99
LAKESHOR	LAKESHORE VACUUM	INSULATION-COLD STORAGE BLDG	10-160-000-59015	14,777.00
TOTAL CITY HALL EXPENSE				40,091.79
TOTAL CITY HALL				40,091.79
GENERAL EXPENDITURES				
14826	NORTHEAST ASPHALT, INC.	PAY #2 PRJCT 2301B-SBU PORTION	10-199-000-51525	7,885.99
TOTAL				7,885.99
TOTAL GENERAL EXPENDITURES				7,885.99
PATROL				
PATROL				
BELCO	BELCO VEHICLE SOLUTIONS, LLC	SQUAD 10 CHANGEOVER	10-215-000-59035	9,867.96
TOTAL PATROL				9,867.96
TOTAL PATROL				9,867.96
FIRE DEPARTMENT				
EXPENSE				
PAULCONW	CONWAY SHIELD	TURN OUT-HIVIZ	10-250-000-59050	390.50
PAULCONW		TURN OUT -HIVIZ	10-250-000-59050	196.50
TOTAL EXPENSE				587.00
TOTAL FIRE DEPARTMENT				587.00

INVOICES DUE ON/BEFORE 11/21/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAPITAL FUND				
ROADWAYS/STREETS				
ROADWAYS/STREETS				
14826	NORTHEAST ASPHALT, INC.	ALLEY E11 PAVING	10-400-000-59100	16,510.76
14826		OAK STREET PARK LOT PR 2301B	10-400-000-59100	16,347.06
R0000421	WI DEPT OF TRANSPORTATION	DULUTH AVE SIGN	10-400-000-59096	1,251.14
TOTAL ROADWAYS/STREETS				34,108.96
ANNUAL RESURFACING & BASE REP.				
14826	NORTHEAST ASPHALT, INC.	ANNUAL RESURFACING	10-400-110-59095	81,901.76
WHITECAP	WHITE CAP L.P	150 SMOOTH EPOXY DOWEL BARS	10-400-110-59095	967.50
WHITECAP		50 REBAR EPOXY	10-400-110-59095	137.50
TOTAL ANNUAL RESURFACING & BASE REP.				83,006.76
TOTAL ROADWAYS/STREETS				117,115.72
CURB/GUTTER/SIDEWALK				
EXPENSE				
GATTENOR	GAT TENOR	CONCRETE TOOLS & SUPPLIES	10-440-000-59102	1,212.87
TOTAL EXPENSE				1,212.87
TOTAL CURB/GUTTER/SIDEWALK				1,212.87
CITY GARAGE				
02975	CAMERA CORNER	SWAP KEY FOB EQUIP TO NEW DOOR	10-460-000-59010	1,430.00
11995	LAFORCE HDWE MFG CORP	3 DOORS REPLACEMNT-DPW	10-460-000-59010	15,376.00
TOTAL				16,806.00
TOTAL CITY GARAGE				16,806.00
TOTAL CAPITAL FUND				193,567.33
CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
03159	SPECTRUM	10/23 CB MUSIC SVC	21-000-000-58999	38.27
TOTAL CABLE TV / GENERAL				38.27
TOTAL CABLE TV / GENERAL				38.27
TOTAL CABLE TV				38.27
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
04545	DOOR COUNTY COOPERATIVE/NAPA	ROCKER SWITCH	60-000-000-52050	154.80
04545		HYDOIL	60-000-000-52050	212.94
20725	T R COCHART TIRE CENTER	2 TIRES/DISMOUNT-MOUNT/DISPOS	60-000-000-52850	1,260.84
20725		3 TRAILER TIRES/DISPOSALS	60-000-000-52850	360.00
20725		8 WH RECAPS	60-000-000-52850	1,792.00
20725		4 TIRE CHANGES	60-000-000-52850	160.00
20725		4 WH RECAPS	60-000-000-52850	896.00
GFLENVIR	GFL ENVIRONMENTAL, INC	242.12 TON GARBAGE	60-000-000-58300	17,071.89
GFLENVIR		67.92 TON RECYCLING	60-000-000-58350	1,131.54
ONESOURC	ONESOURCE PARTS	HYDRAULIC DUMP CYLINDER	60-000-000-53000	2,474.40
ONESOURC		SHIPPING	60-000-000-53000	106.82
TOTAL SOLID WASTE ENTERPRISE FUND				25,621.23
TOTAL SOLID WASTE ENTERPRISE FUND				25,621.23
TOTAL SOLID WASTE ENTERPRISE				25,621.23

INVOICES DUE ON/BEFORE 11/21/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
19880	STURGEON BAY UTILITIES	MARTIN PARK RESTROOM	64-000-000-58999	2.00
19880		421 MICHIGAN STREET	64-000-000-58999	10.00
19880		MEM FLD WARM HOUSE	64-000-000-58999	6.00
19880		CITY GARAGE	64-000-000-58999	6.00
19880		GARLAND PARK	64-000-000-58999	2.00
19880		SUNSET CONSN CNTR	64-000-000-58999	6.00
19880		FRANK GRASSE MEM SHELTER	64-000-000-58999	2.00
19880		OTUMBA PARK	64-000-000-58999	2.00
19880		WEST SIDE WARMING HOUSE	64-000-000-58999	2.00
19880		WEST SIDE FIRE STATION	64-000-000-58999	6.00
19880		38 S NEENAH PAVILLION	64-000-000-58999	2.00
19880		NEENAH AVE RESTROOM	64-000-000-58999	4.00
19880		WEST SIDE BALLFLD LTS	64-000-000-58999	4.00
19880		GIRLS LITTLE LEAGUE	64-000-000-58999	6.00
19880		COMPOST SITE	64-000-000-56150	24.31
19880		FIRE TRAINING SITE	64-000-000-58999	2.00
19880		QUINCY ST BALLFLD	64-000-000-58999	6.00
19880		92 E MAPLE ST DOCK	64-000-000-58999	2.00
19880		KENTUCKY ST CITY PKG RAMP	64-000-000-58999	2.00
19880		KENTUCKY ST MARINA	64-000-000-58999	6.00
19880		SIGN SHED	64-000-000-58999	2.00
19880		CHERRY BLOSSOM	64-000-000-58999	2.00
TOTAL COMPOST SITE ENTERPRISE FUND				106.31
TOTAL COMPOST SITE ENTERPRISE FUND				106.31
TOTAL COMPOST SITE ENTERPRISE FUND				106.31
TOTAL ALL FUNDS				296,929.39

MANUAL CHECKS

DELTA DENTAL	\$6,195.38
11/2/23	
Check # D001446	
11/23 Dental Insurance	
Various Departmental Accounts	
 EFT GROUP INSURANCE	 \$114,806.40
11/2/23	
Check # D001447	
11/23 Health Insurance	
Various Departmental Accounts	
 METAL ROOFS DIRECT	 15,000.00
11/2/23	
Check # 92646	
Contracted "To Start" Payment	
10-510-000-59015	
 AT&T MOBILITY	 \$1,531.99
11/13/23	
Check 92711	
10/23 Statement Charges	
01-215-000-58250	
 TOTAL MANUAL CHECKS	 \$137,533.77

DATE: 11/14/2023
TIME: 14:27:31
ID: AP4430ZN

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 11/21/2023

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

GENERAL FUND	77,586.25	215,130.02
CAPITAL FUND	193,567.33	
CABLE TV	38.27	
SOLID WASTE ENTERPRISE	25,621.23	
COMPOST SITE ENTERPRISE FUND	106.31	
	<hr/>	
TOTAL --- ALL FUNDS	296,929.39	434,463.16

Debra Bacon 11/14/23
Seth Warrumburg 11/14/23
Dan Allen - 11/14/23

COMMON COUNCIL
November 7, 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, Wiederanders, and Reeths were present.

Williams/Gustafson to adopt the agenda. Carried.

Anni Lampert, 33 N Joliet spoke during public comment.

Bacon/Wiederanders to approve following bills: General Fund – \$141,204.62, Capital Fund - \$124,968.34, ARPA - \$14,500.00, Cable TV - \$5,695.84, TID #6 - \$402.50, TID #8 - \$13,387.10, TID #2 - \$1,610.77, TID #4 - \$564.54, TID #9 - \$7,000.00, TID #10 - \$269.51, Solid Waste Enterprise Fund - \$3,813.09, and Compost Site Enterprise Fund - \$488.92 for a grand total of \$313,905.23. Roll call: All voted aye. Carried.

Nault/Reeths to approve consent agenda:

- a. Approval of 10/17/23 regular and 10/30/23 special Common Council minutes.
- b. Place the following minutes on file:
 - (1) Cable Communication System Advisory Council – 8/2/23
 - (2) Community Protection & Services Committee – 9/6/23
 - (3) Aesthetic Design & Site Plan Review Board – 10/9/23
 - (4) Finance/Purchasing & Building Committee – 10/10/23
 - (5) Local Arts Board – 10/11/23
 - (6) Local Transportation Board – 10/11/23
 - (7) Joint Review Board – 10/12/23
 - (8) City Plan Commission – 10/18/23
 - (9) Aesthetic Design & Site Plan Review Board – 10/23/23
 - (10) Zoning Board of Appeals – 10/24/23
 - (11) Joint Parks & Recreation Committee/Board – 10/25/23
- c. Consideration of: Approval of Beverage Operator licenses.
- d. Consideration of: Street Closure Application for Christmas By the Bay Parade.
- e. Consideration of: Change of Agent for Kwik Trip.
- f. Consideration of: Update/Correction to Sturgeon Bay Fire Department MABAS Resolution.
- g. Local Transportation Board recommendation re: Vacate the street right-of-way located at S. Madison Avenue, south of Spruce Street.
- h. City Plan Commission recommendation re: Approve the Preliminary Plat for Geneva Ridge, tax parcel #281-68-18000607B, located at the south end of S. Fulton and S. Geneva Avenues, and west of the end of S. Hudson Avenue, subject to conditions.
- i. Joint Parks & Recreation Committee/Board recommendation re: Acceptance of the Communication Board at Otumba Park, to be placed in spring.
- j. Community Protection & Services Committee recommendation re: Abolish Section 16.08 – Holding Tank Agreements.
- k. Finance/Purchasing & Building Committee recommendation re: Approve the purchase of a 2024 Elgin Pelican sweeper with options dual gutter broom from Macqueen Equipment in the amount of \$275,213.85 and trade in a 2016 Elgin Pelican Sweeper valued at \$38,000 for a total cost of \$237,213.85

Carried.

There were no mayoral appointments.

Statz/Gustafson to introduce the resolution for Street Vacation for a portion of S. Madison Avenue. Carried.

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the financial incentive for 321 Jefferson Street (Austad, LLC) renovations and façade improvements based upon the parameters as presented.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

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

Williams/Gustafson to approve the Development Agreement for Austads, LLC – 321 Jefferson Street. Carried.

RECOMMEDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to award the contract for building inspection services to Inspection Specialists, LLC.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

Introduced by Bacon. Bacon/Reeths to adopt. Carried.

The City Administrator gave his report.

The Mayor gave his report.

Williams/Wiederanders to adjourn. Carried. The meeting adjourned at 6:29 p.m.

Respectfully submitted,



Stephanie L. Reinhardt
City Clerk/HR Director

FINANCE/PURCHASING & BUILDING COMMITTEE
October 31, 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, Wiederanders and Williams were present. Also present: City Administrator Van Lieshout, Finance Director/City Treasurer Clarizio, Fire Chief Dietman, Assistant Fire Chief Montevideo, and Office Accounting Assistant II Metzger.

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

1. Roll call.
2. Adoption of agenda.
3. Public comment on agenda items and other issues related to finance & purchasing.
4. Consideration of: Sole source purchase of Elgin Pelican Street Sweeper.
5. Consideration of: Fire Protection Services to Town of Sevastopol.
6. Convene in closed session in accordance with the following exemptions:

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

- a. Fire Protection Services to Town of Sevastopol.

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

7. Review bills.
8. Adjourn.

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

Consideration of: Sole source purchase of Elgin Pelican Street Sweeper.

City Administrator Van Lieshout explained there is one Elgin distributor in Wisconsin for 3 mid-west states. Staff is requesting to exercise a sole source purchase with Macqueen Equipment for the purchase of a 2024 Elgin Pelican sweeper. The new purchase will replace the current sweeper that will be used as a trade in towards the purchase.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to approve the purchase of a 2024 Elgin Pelican sweeper with optional dual gutter broom from Macqueen Equipment in the amount of \$275,213.85 and trade in a 2016 Elgin Pelican sweeper valued at \$38,000 for a total cost of \$237,213.85. Carried.

Consideration of: Fire Protection Services to Town of Sevastopol.

City Administrator VanLieshout shared that a letter was sent to the Town of Sevastopol expressing the concerns of the Finance Committee. Sevastopol responded and with further discussions an agreement was reached to decrease the contract term to 3 years and take the price increase outlined in the proposed 5-year agreement. The fee will increase annually over the 3-year term as 1 % for 2024, 2% for 2025 and 2026. He stated the agreement is not ideal, but it is still beneficial for the city.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to approve the fire protection services agreement with the Town of Sevastopol as presented. Carried.

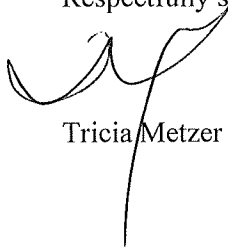
The Committee did not enter into closed session.

Review bills

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

Moved by Alderperson William, seconded by Alderperson Wiederanders to adjourn. Carried. The meeting 4:52pm.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'Tricia Metzger', with a long vertical line extending downwards from the end of the signature.

Tricia Metzger

**CITY OF STURGEON BAY
Zoning Board of Appeals
November 1, 2023**

The City of Sturgeon Bay Zoning Board of Appeals was called to order at 12:01 p.m. by Chairperson William Murrock in Council Chambers, City Hall, 421 Michigan Street.

Roll call: Members William Murrock, Nancy Schopf, Bill Chaudoir, Dave Augustson and Morgan Rusnak were present. 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 October 24, 2023.
 4. Consideration of: Variance from Section 27.13(3)(c)2 of the municipal code for Sunset View Apartments located at 709-725-737 N 7th Ave.
 5. Adjourn.
- All ayes. Carried.

Approval of minutes from October 24, 2023: Moved by Ms. Schopf, seconded by Ms. Rusnak to approve the minutes of October 24, 2023. All ayes. Motion carried.

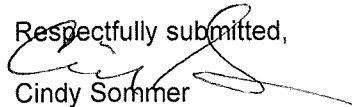
Consideration of: Variance from Section 27.13(3)(c)2 of the municipal code for Sunset View Apartments located at 709-725-737 N 7th Ave: Mr. Murrock indicated the public hearing for this matter was held at the last meeting, however the matter was postponed due to lack of members at the meeting to approve the variance. Ms. Servia gave a brief overview of the sign variance requested by Sunset View Apartments and indicated that the proposed sign is about 21 square feet, which is smaller than the existing sign but still larger than the municipal code allows.

Mr. Olejniczak noted that there was no opposition at the public hearing and the applicant was present to explain the project. He also indicated that this sign would be permitted in most of the other zoning districts and the City is working on updating the sign code. This sign would likely be permissible when the sign code is updated.

Mr. Chaudoir indicated that the members usually require some type of landscaping around the sign, however there are pine trees behind the proposed sign, and he doesn't feel additional landscaping is necessary. Ms. Servia stated that the existing sign has a bed of mulch around it and the new sign would be placed within the same mulch bed.

Ms. Schopf motioned to approve the variance as presented because it is smaller than the existing sign, as well as smaller than most other apartment signs in the City, and the old, larger sign has been there for many years. Mr. Chaudoir seconded motion with the same reasons. Roll call vote, all ayes. Motion carried.

Moved by Ms. Schopf, seconded by Ms. Rusnak to adjourn. All ayes. Motion carried. The meeting adjourned at 12:07 p.m.

Respectfully submitted,

Cindy Sommer
Community Development Administrative Assistant



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 October, 2023

Date: November 2, 2023

The following is a summary of the Police Department's activities for the month of October 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 44 crimes.

These crimes can be broken down and classified as follows.

Theft.....	04
Fraud / Forgery.....	02
Domestic Abuse.....	07
Disorderly Conduct.....	07
Possess Controlled Substance.....	04
Criminal Damage to Property.....	05
Bail Jumping.....	03
Elder Abuse / Neglect.....	01
Identity Theft.....	02
Custodial Interference/Dispute.....	02
Battery.....	01
Violate Court Order.....	01
Sex Offense.....	02
Threats to Injure.....	03

TOTAL 44

Arrests

The Department completed a total of 143 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.....	02
Burglary.....	01
Possess Controlled Substance.....	01
Stalking.....	02
TOTAL	06

B. Misdemeanor Crime Arrests

Disorderly Conduct.....	09
Bail Jump.....	07
Resist / Obstruct Officer.....	01
Possess Controlled Substance.....	02
Battery.....	03
Possess Drug Paraphernalia.....	02
Theft.....	02
TOTAL	26

Wisconsin Probation & Parole Arrests / Warrant Arrests.....	19
TOTAL	19

C. Ordinance Violation Arrests

Disorderly Conduct	04
Allow Animal to Run at Large.....	01
Nuisance or Dangerous Animal.....	01
Disorderly Conduct w/Motor Vehicle	01
Operate Taxi w/o Taxi License	01
Indecent Conduct/Language	01
Resist/Interfere w/ Officer	01
Misuse of 911 System.....	02
Open Intoxicants in Public	01
TOTAL	13

D. Traffic Crime Arrests

Operate while Intoxicated.....	02
No Valid Driver's License.....	01
Operate while Revoked.....	07
Fail to Install Ignition Interlock Device.....	03
TOTAL	13

E. Traffic Violation Arrests

Speeding.....	20
No Valid Driver's License.....	06
Operate M/V without Insurance.....	05
Operate while Suspended / Revoked.....	03
Miscellaneous Violations.....	28
Operating While Intoxicated.....	04
TOTAL	66

In addition to the aforementioned arrests, the Department conducted a total of 235 traffic stops during the month and logged 138 violations for various motor vehicle defects and local ordinances and issued 114 written warnings for those violations. A total of 04 parking tickets were issued for violations throughout the city.

Traffic Accidents

The Department during the month investigated a total of 16 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	14
	(greater than \$1,000.00)	
D.	Motor Vehicle Accidents Involving Property Damage	00
	(less than \$1,000.00)	
		TOTAL 16

Police Service Calls

Department members handled 780 service calls during the month. These calls consist of both citizen requests for police service as described below (697), crimes investigated (44), traffic accidents investigated (20), and Wisconsin Probation and Parole Assists (19).

A.	Traffic and Road Incidents.....	144
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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.....	08
----	-----------------------	----

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

C.	Sick and Injured Persons.....	13
----	-------------------------------	----

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

D.	Alarms.....	23
----	-------------	----

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.....	13
Arguments between neighbors, landlords and tenants, and family members where no crimes have been committed.	
G. Escorts.....	10
Transporting citizens, money escorts for area financial institutions, funerals, and for area industry and farming.	
H. Citizen Assist	63
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.....	11
Includes assistance to other law enforcement and government agencies.	
J. Suspicious Person / Vehicle / Circumstance	26
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.....	30
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	306
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 697	

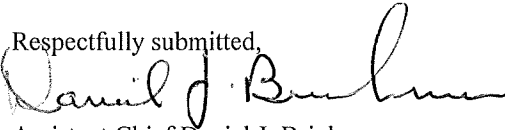
Department Training

The Joint SWAT Team and Dive Team completed their monthly training, training exercises. One officer attended a training update on our current Records Management System, three officers attended Peer Support Team training, and department officers completed their Law Enforcement Standards Board firearms qualification that also included low light scenario-based training.

Department Presentations

SBPD Forensic Examiner Chad Mielke gave his Cybersecurity presentation to 150 attendees at We are Hope, Sturgeon Bay High School, and Stone Harbor Resort. Assistant Chief Brinkman presented Civilian Response to Active Threats to employees at Cadence and Learning in Retirement at ADRC.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Daniel J. Brinkman". The signature is fluid and cursive, with the first name "Daniel" and last name "Brinkman" clearly distinguishable.

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.gov

STURGEON BAY FIRE DEPARTMENT OCTOBER 2023 FIRE REPORT

OCTOBER 2023 INCIDENTS: 170
2023 YTD TOTAL: 1,487

OCTOBER 2022 INCIDENTS: 116
2022 YTD TOTAL: 1,475

INCIDENTS BY JURISDICTION:

CITY: 148 Year to Date: 1,329

AVERAGE RESPONSE TIME:

EMERGENT: 3.8 Minutes NON-EMERGENT: 5.1 Minutes

123 – Medical Incident
01 – Gas Leak
01 – Carbon Monoxide Incident
04 – Vehicle Accident

01 – Public Service Assist
04 – Dispatched & Cxl in Route
01 – Threat to Burn
01 – Haz Mat Incident

02 – Search for Person on Land
06 – Alarm/Detector Activation, No Fire
03 – Assist Law Enforcement/Other Agency
01 – Smoke Scare/Odor of Smoke

Town of Sevastopol: 08 Year to Date: 66

EMERGENT: 10.4 Minutes NON-EMERGENT: 14.9 Minutes

01 – Smoke/Odor Removal
01 – Vehicle Accident

01 – Medical Incident
02 – Assist Law Enforcement/Other Agency
03 – Alarm/Detector Activation, No Fire

Town of Sturgeon Bay: 09 Year to Date: 66

EMERGENT: 8.6 Minutes NON-EMERGENT: 10.9 Minutes

05 – Medical Incident
01 – Structure Fire

01 – Vehicle Accident
01 – Carbon Monoxide Incident
01 – Alarm/Detector Activation, No Fire

MUTUAL AID/MABAS INCIDENTS

Southern Door: 0 Year to Date: 05

Sister Bay: 0 Year to Date: 03

Jacksonport: 01 Year to Date: 03

Gibraltar: 0 Year to Date: 01

1 – Vehicle Accident

Brussels, Union, Gardner: 02 Year to Date: 06

Algoma: 0 Year to Date: 01

1 – Structure Fire 1 – Dispatched & Cancelled

Egg Harbor: 01 Year to Date: 06

Winnebago: 01 Year to Date: 01

1 – Authorized/Controlled Burning

01 – Assist Law Enforcement/Other Agency

INSPECTION REPORT:

Regular Inspections

Re Inspections

Occupancy Inspections

Hours

Inspections – City of Sturgeon Bay: 137

37

01

163.6

Inspections – Town of Sevastopol: 05

0

0

5.1

Inspections – Town of Sturgeon Bay: 0

0

0

0

Inspections – Town of Jacksonport: 06

01

0

6.8

Town of Sevastopol Burn Permits:

Permits Issued for Month: 0

Year to Date Permits Issued: 35

Town of Sturgeon Bay Burn Permits:

Permits Issued for Month: 0

Year to Date Permits Issued: 03

SPECIAL REPORTS, TRAINING, AND MAINTENANCE

MAINTENANCE:

Firefighters conducted maintenance and repairs on self-contained breathing apparatus (SCBA) units; conducted daily/weekly truck checks; cleaned turn-out gear/hood rotations; general station cleaning; continued annual fire hose testing; repaired a monitor mount; assisted DPW by wetting the mulch piles at the Compost Site; mounted a file cabinet, countertop, and fuel cans in the air trailer; installed new routers and antennas on C701 & 702; replaced batteries in all the heads up display (HUD) on SCBA; units changed oil/filter in C702 and conducted annual hose testing.

TRAINING:

192.8 total hours of training were conducted in October. Firefighters trained with driver/operator procedures; rope rescue techniques including the sked board and tripod; SOG review; vehicle accident procedures; conducted our annual confined space drill (witnessed by USCG) and shipboard firefighting/water supply at Bay Ship; trained with Egg Harbor FD at the Training Site on the confidence course; AC Montevideo & FF Writt attended a boom deployment exercise with USCG & Green Bay Fire, held in Kewaunee; FF Petry, FF Schopf, FF Naze & FF Vasallo began Emergency Medical Responder (EMR) training and Chief Dieman & Lt Jorns attended Marine Firefighting Command Course in Virginia.

OTHER:

The Fire Chief and AC attended City and other Town meetings.

On-duty firefighters participated in the Thrills on Third parade; Health Fair and Halloween party at YMCA and Octoberfest at Corpus Christi Church. We presented a fire safety talk/extinguisher demonstration for members of Hope Church and Sturgeon Bay Health Services.

Firefighters presented our annual fire safety/public education presentations to 177 students plus teachers from Sawyer School along with station tours.

OCTOBER 2023 BANK RECONCILIATION

CHECKING ACCOUNTS

GENERAL FUND		ARPA	
NICOLET		NICOLET	
PRIOR G/L BALANCE	4,850,573.16	132,458.43	
REVENUE	1,767,738.87	56.68	
DISBURSEMENTS	2,255,194.18	7,750.00	
AMOUNT IN TRANSIT	1,803.95	0.00	
ADJUSTMENTS	8,988.69	0.00	
ENDING BALANCE	4,370,302.59	124,765.11	

BANK BALANCE	4,377,920.30	124,766.11
LESS OUTS, CHECKS	7,617.71	0.00
	4,370,302.59	124,766.11

INVESTMENT ACCOUNTS

GENERAL/CAPITAL FUND	
INVESTMENTS	
	1,730,555.57
	13,080.24
	10,205.82
	0.00
	0.00
	1,733,429.99

SAVINGS ACCOUNTS

GENERAL FUND		CAPITAL PROJECTS		CAPITAL PROJECTS DEBT		AFFORDABLE HOUSING		TID #2 PROJECTS		TID #2 DEBT SVC		TID #2 AMENDED AREA	
STATE - #2		STATE - #13		STATE - #15		TID		STATE - #3		STATE - #10		PROJECTS - STATE - #06	
PRIOR G/L BALANCE	1,753,139.29	3,412,108.15	325,679.41	890,172.46	12,228.54					3,884,944.64	57,748.54		75,846.88
REVENUE	1,692,808.71	10,402.00	1,300.13	4,056.79	55.73					17,704.90	263.18		345.66
DISBURSEMENTS	336,000.00	1,167,275.48	62,612.21	0.00	0.00					0.00	0.00		0.00
AMOUNT IN TRANSIT	0.00	0.00	0.00	0.00	0.00					0.00	0.00		0.00
ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00					0.00	0.00		0.00
ENDING BALANCE	3,109,948.00	2,255,234.66	264,367.33	894,229.25	12,284.27					3,902,649.54	58,011.72		76,192.54

BANK BALANCE	3,109,948.00	2,255,234.66	264,367.33	894,229.25	12,284.27	3,902,649.54	58,011.72	76,192.54
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TID #3 PROJECTS		TID #3 DEBT SVC		TID #4 PROJECTS		TID #4 DEBT SVC		TID #5 DEBT SVC		TID #6 PROJECTS		TID #6 DEBT SVC	
STATE - #14		STATE - #08		STATE - #01		STATE - #12		STATE - #4		STATE - #5		STATE - #9	
PRIOR G/L BALANCE	5,467.22	745,137.16	959,011.98	95,942.57	9,877.81					328,299.26	63,729.82		
REVENUE	24.92	3,395.82	4,055.36	337,076.24	45.02					1,496.16	277.67		
DISBURSEMENTS	0.00	0.00	178,645.57	253,782.45	0.00					0.00	7,236.01		
AMOUNT IN TRANSIT	0.00	0.00	0.00	0.00	0.00					0.00	0.00		
ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00					0.00	0.00		
ENDING BALANCE	5,492.14	748,532.98	764,421.77	179,236.36	9,922.83					329,795.42	56,771.48		

BANK BALANCE	5,492.14	748,532.98	764,421.77	179,236.36	9,922.83	329,795.42	56,771.48
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11/9/2023

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FOR FUND: GENERAL FUND
FOR 10 PERIODS ENDING OCTOBER 31, 2023

DEPARTMENT DESCRIPTION	OCTOBER BUDGET	OCTOBER ACTUAL	VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	VARI- ANCE
REVENUES	14,873,810.00	355,726.58	(97.6)	14,873,810.00	14,873,810.00	11,373,258.15	(23.5)
GENERAL FUND	14,873,810.00	355,726.58	(97.6)	14,873,810.00	14,873,810.00	11,373,258.15	(23.5)
TOTAL REVENUES	14,873,810.00	355,726.58	(97.6)	14,873,810.00	14,873,810.00	11,373,258.15	(23.5)
EXPENSES							
GENERAL FUND	1,125,772.53	724.93	99.9	1,641,134.94	1,755,660.00	1,808,050.67	(2.9)
MAYOR	16,675.00	1,022.68	93.8	16,675.00	16,675.00	10,226.80	38.6
CITY COUNCIL	66,830.00	4,998.72	92.5	66,830.00	66,830.00	53,866.79	19.3
LAW/LEGAL	90,000.00	12,011.92	86.6	90,000.00	90,000.00	81,877.31	9.0
CITY CLERK-TREASURER	527,455.00	36,377.23	93.1	527,455.00	527,455.00	434,843.54	17.5
ADMINISTRATION	214,220.00	17,515.72	91.8	214,220.00	214,220.00	181,134.24	15.4
COMPUTER	201,450.00	4,940.74	97.5	201,450.00	201,450.00	202,131.43	(0.3)
CITY ASSESSOR	81,416.67	4,916.67	93.9	81,566.66	81,600.00	55,068.20	32.5
BOARD OF REVIEW	1,520.00	0.00	100.0	1,520.00	1,520.00	50.00	96.7
BUILDING/ZONING CODE ENFORCEMENT	113,580.00	9,793.27	91.3	113,580.00	113,580.00	109,570.17	3.5
Engineering	269,175.00	20,387.41	92.4	269,175.00	269,175.00	207,974.44	22.7
PUBLIC WORKS ADMINISTRATION	249,720.00	19,440.88	92.2	249,720.00	249,720.00	209,983.97	15.9
ELECTIONS DEPARTMENT	16,840.00	0.00	100.0	16,840.00	16,840.00	14,013.73	16.7
CITY HALL	215,400.00	21,240.70	90.1	215,400.00	215,400.00	170,411.68	20.8
INSURANCE	317,140.00	10,814.00	96.5	317,140.00	317,140.00	290,388.00	8.4
GENERAL EXPENDITURES	1,918,140.00	342,847.72	82.1	1,918,140.00	1,918,140.00	386,223.61	79.8
POLICE DEPARTMENT	657,430.00	49,211.13	92.5	657,430.00	657,430.00	515,182.72	21.6
PATROL BOAT	17,385.00	(522.55)	103.0	17,385.00	17,385.00	2,601.59	85.0
PARKING ENFORCEMENT	0.00	0.00	0.0	0.00	0.00	0.00	0.0
POLICE DEPARTMENT/PATROL	2,368,590.00	180,603.80	92.3	2,368,590.00	2,368,590.00	1,763,438.33	25.5
POLICE DEPT. / INVESTIGATIONS	171,790.00	9,325.30	94.5	171,790.00	171,790.00	111,759.95	34.9
FIRE DEPARTMENT	2,215,760.00	164,090.80	92.5	2,215,760.00	2,215,760.00	1,849,947.61	16.5
STORM SEWERS	36,470.00	16.81	99.9	36,470.00	36,470.00	16,638.42	54.3
LARGE ITEM PICKUP / LEAF COLL	56,330.00	1,617.57	97.1	56,330.00	56,330.00	6,423.53	88.5
COMPOST/SOLID WASTE SITE	0.00	0.00	0.0	0.00	0.00	0.00	0.0
STREET SWEEPING	44,280.00	6,383.18	85.5	44,280.00	44,280.00	45,358.39	(2.4)
WEED ABATEMENT	2,935.00	0.00	100.0	2,935.00	2,935.00	952.38	67.5
ROADWAYS/STREETS	290,415.00	17,147.36	94.0	290,415.00	290,415.00	257,296.92	11.4
SNOW REMOVAL	232,565.00	883.19	99.6	232,565.00	232,565.00	134,338.43	42.2
STREET SIGNS AND MARKINGS	32,400.00	1,694.53	94.7	32,400.00	32,400.00	25,462.87	21.4
CURB/GUTTER/SIDEWALK	37,505.00	10,221.05	72.7	37,505.00	37,505.00	30,797.82	17.8
STREET MACHINERY	231,150.00	14,834.45	93.5	231,150.00	231,150.00	158,103.61	31.6
CITY GARAGE	82,620.00	1,975.19	97.6	82,620.00	82,620.00	40,999.47	50.3
CELEBRATION & ENTERTAINMENT	40,950.00	147.73	99.6	40,950.00	40,950.00	32,730.72	20.0
HIGHWAYS - GENERAL	511,690.00	25,444.19	95.0	511,690.00	511,690.00	366,883.07	28.2
PARK & RECREATION ADMIN	119,880.00	7,684.69	93.5	119,880.00	119,880.00	86,650.18	27.7
PARKS AND PLAYGROUNDS	570,575.00	33,033.31	94.2	570,575.00	570,575.00	391,302.71	31.4
BALLFIELDS	21,275.00	930.91	95.6	21,275.00	21,275.00	9,737.22	54.2

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FOR FUND: GENERAL FUND
 FOR 10 PERIODS ENDING OCTOBER 31, 2023

DEPARTMENT DESCRIPTION	OCTOBER BUDGET	OCTOBER ACTUAL	%	FISCAL	FISCAL	FISCAL	%
				YEAR-TO-DATE BUDGET	ANNUAL BUDGET	YEAR-TO-DATE ACTUAL	VARI- ANCE
EXPENSES							
ICE RINKS	18,605.00	0.00	100.0	18,605.00	18,605.00	7,047.49	62.1
BEACHES	3,670.00	242.98	93.3	3,670.00	3,670.00	975.02	73.4
MUNICIPAL DOCKS	47,780.00	81.02	99.8	47,780.00	47,780.00	29,433.31	38.3
WATER WEED MANAGEMENT	154,405.00	5,802.26	96.2	154,405.00	154,405.00	151,263.92	2.0
WATERFRONT PARKS & WALKWAYS	88,930.00	5,515.46	93.7	88,930.00	88,930.00	64,757.86	27.1
EMPLOYEE BENEFITS	46,520.00	4,876.64	89.5	46,520.00	46,520.00	27,273.14	41.3
PUBLIC FACILITIES	59,400.00	0.00	100.0	59,400.00	59,400.00	34,437.10	42.0
BOARDS AND COMMISSIONS	1,220.00	0.00	100.0	1,220.00	1,220.00	204.59	83.2
COMMUNITY & ECONOMIC DEVLPMT	448,880.00	38,946.65	91.3	448,880.00	448,880.00	347,204.96	22.6
TOTAL EXPENSES	14,036,739.20	1,087,220.24	92.2	14,552,251.60	14,666,810.00	10,725,017.91	26.8
TOTAL FUND REVENUES	14,873,810.00	355,726.58	(97.6)	14,873,810.00	14,873,810.00	11,373,258.15	(23.5)
TOTAL FUND EXPENSES	14,036,739.20	1,087,220.24	92.2	14,552,251.60	14,666,810.00	10,725,017.91	26.8
SURPLUS (DEFICIT)	837,070.80	(731,493.66)	(187.3)	321,558.40	207,000.00	648,240.24	213.1

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: CAPITAL FUND
FOR 10 PERIODS ENDING OCTOBER 31, 2023

DEPARTMENT DESCRIPTION	OCTOBER BUDGET	OCTOBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES	4,297,483.00	50,084.99	(98.8)	4,297,483.00	4,297,483.00	3,634,164.60	(15.4)
PATROL							
TOTAL REVENUES	4,297,483.00	50,084.99	(98.8)	4,297,483.00	4,297,483.00	3,634,164.60	(15.4)
EXPENSES							
CITY CLERK-TREASURER	0.00	0.00	0.0	0.00	0.00	0.00	0.0
ADMINISTRATION	0.00	0.00	0.0	0.00	0.00	0.00	0.0
COMPUTER	37,000.00	0.00	100.0	37,000.00	37,000.00	34,543.93	6.6
CITY ASSESSOR	10,000.00	0.00	100.0	10,000.00	10,000.00	0.00	100.0
ENGINEERING	0.00	0.00	0.0	0.00	0.00	3,076.42	100.0
ELECTIONS	0.00	0.00	0.0	0.00	0.00	0.00	0.0
CITY HALL	110,000.00	379.08	99.6	110,000.00	110,000.00	93,047.45	15.4
GENERAL EXPENDITURES	174,250.00	62,612.21	64.0	174,250.00	174,250.00	346,831.17	(99.0)
POLICE DEPARTMENT	0.00	0.00	0.0	0.00	0.00	0.00	0.0
PATROL BOAT	4,043.34	1,704.00	57.8	40,433.32	48,520.00	50,227.41	(3.5)
POLICE DEPT. / INVESTIGATIONS	305,105.00	10,700.92	96.4	305,105.00	305,105.00	288,733.40	5.3
FIRE DEPARTMENT	0.00	0.00	0.0	0.00	0.00	0.00	0.0
STORM SEWERS	611,210.00	3,443.35	99.4	611,210.00	611,210.00	339,449.32	44.4
SOLID WASTE MGMT/REFUSE/RECYC	150,000.00	0.00	100.0	150,000.00	150,000.00	2,586.00	98.2
SOLID WASTE MGMT/SPRING/FALL	0.00	0.00	0.0	0.00	0.00	0.00	0.0
ROADWAYS/STREETS	1,893,698.00	48,081.15	97.4	1,893,698.00	1,893,698.00	744,366.54	60.6
SNOW REMOVAL	0.00	0.00	0.0	0.00	0.00	0.00	0.0
CURB/GUTTER/SIDEWALK	0.00	0.00	0.0	0.00	0.00	0.00	0.0
CITY GARAGE	45,000.00	980.00	97.8	45,000.00	45,000.00	296,007.09	100.0
PARKS AND PLAYGROUNDS	275,000.00	0.00	100.0	275,000.00	275,000.00	7,253.00	83.8
BALEFIELDS	0.00	0.00	0.0	0.00	0.00	159,408.40	42.0
ICE RINKS	0.00	0.00	0.0	0.00	0.00	0.00	0.0
BEACHES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
MUNICIPAL DOCKS	130,000.00	0.00	100.0	130,000.00	130,000.00	31,910.44	75.4
WATER WEED MANAGEMENT	505,500.00	0.00	100.0	505,500.00	505,500.00	148,215.45	70.6
WATERFRONT PARKS & WALKWAYS	10,000.00	0.00	100.0	10,000.00	10,000.00	5,827.38	41.7
SANITARY & WATER MAIN	0.00	0.00	0.0	0.00	0.00	0.00	0.0
PUBLIC FACILITIES	0.00	0.00	0.0	0.00	0.00	20,750.00	100.0
COMMUNITY & ECONOMIC DEVLPMT	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL EXPENSES	4,260,806.34	127,900.71	96.9	4,297,196.32	4,305,283.00	2,572,233.40	40.2
TOTAL FUND REVENUES	4,297,483.00	50,084.99	(98.8)	4,297,483.00	4,297,483.00	3,634,164.60	(15.4)
TOTAL FUND EXPENSES	4,260,806.34	127,900.71	96.9	4,297,196.32	4,305,283.00	2,572,233.40	40.2
SURPLUS (DEFICIT)	36,676.66	(77,815.72)	(312.1)	286.68	(7,800.00)	1,061,931.20	(3714.5)

FOR FUND: ARPA -AMERICAN RESCUE PLAN ACT
FOR 10 PERIODS ENDING OCTOBER 31, 2023

DEPARTMENT DESCRIPTION	OCTOBER BUDGET	OCTOBER ACTUAL	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	%
REVENUES						
ARPA / GENERAL	66.67	56.68	(14.9)	666.66	800.00	2,084.85
						160.6
TOTAL REVENUES	66.67	56.68	(14.9)	666.66	800.00	2,084.85
						160.6
EXPENSES						
ARPA / GENERAL	78,064.75	7,750.00	90.0	780,647.50	936,777.00	538,500.00
						42.5
TOTAL EXPENSES	78,064.75	7,750.00	90.0	780,647.50	936,777.00	538,500.00
						42.5
TOTAL FUND REVENUES	66.67	56.68	(14.9)	666.66	800.00	2,084.85
TOTAL FUND EXPENSES	78,064.75	7,750.00	90.0	780,647.50	936,777.00	538,500.00
SURPLUS (DEFICIT)	(77,998.08)	(7,693.32)	(90.1)	(779,980.84)	(935,977.00)	(536,415.15)
						(42.6)

FOR FUND: CABLE TV
FOR 10 PERIODS ENDING OCTOBER 31, 2023

DEPARTMENT DESCRIPTION	OCTOBER BUDGET	OCTOBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
CABLE TV / GENERAL	132,527.09	0.00	100.0	155,270.82	160,325.00	128,489.25	(19.8)
TOTAL REVENUES	132,527.09	0.00	100.0	155,270.82	160,325.00	128,489.25	(19.8)
EXPENSES							
CABLE TV / GENERAL	175,025.00	5,480.85	96.8	175,025.00	175,025.00	70,798.67	59.5
TOTAL EXPENSES	175,025.00	5,480.85	96.8	175,025.00	175,025.00	70,798.67	59.5
TOTAL FUND REVENUES	132,527.09	0.00	100.0	155,270.82	160,325.00	128,489.25	(19.8)
TOTAL FUND EXPENSES	175,025.00	5,480.85	96.8	175,025.00	175,025.00	70,798.67	59.5
SURPLUS (DEFICIT)	(42,497.91)	(5,480.85)	(87.1)	(19,754.18)	(14,700.00)	57,690.58	(492.4)

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #6 DISTRICT
 FOR 10 PERIODS ENDING OCTOBER 31, 2023

DEPARTMENT DESCRIPTION	OCTOBER BUDGET	OCTOBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
TID #6 DISTRICT	614,180.00	1,773.83	(99.7)	614,180.00	614,180.00	776,512.14	26.4
TOTAL REVENUES	614,180.00	1,773.83	(99.7)	614,180.00	614,180.00	776,512.14	26.4
EXPENSES							
TID #6 DISTRICT	545,895.83	75.07	99.9	553,958.34	555,750.00	308,224.02	44.5
TOTAL EXPENSES	545,895.83	75.07	99.9	553,958.34	555,750.00	308,224.02	44.5
TOTAL FUND REVENUES	614,180.00	1,773.83	(99.7)	614,180.00	614,180.00	776,512.14	26.4
TOTAL FUND EXPENSES	545,895.83	75.07	99.9	553,958.34	555,750.00	308,224.02	44.5
SURPLUS (DEFICIT)	68,284.17	1,698.76	(97.5)	60,221.66	58,430.00	468,288.12	701.4

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #7 DISTRICT
FOR 10 PERIODS ENDING OCTOBER 31, 2023

DEPARTMENT DESCRIPTION	OCTOBER BUDGET	OCTOBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
TID #7 DISTRICT	561,750.00	0.00	100.0	561,750.00	561,750.00	0.00	100.0
TOTAL REVENUES	561,750.00	0.00	100.0	561,750.00	561,750.00	0.00	100.0
EXPENSES							
TID #7 DISTRICT	533,416.66	0.00	100.0	548,416.68	551,750.00	677.00	99.8
TOTAL EXPENSES	533,416.66	0.00	100.0	548,416.68	551,750.00	677.00	99.8
TOTAL FUND REVENUES	561,750.00	0.00	100.0	561,750.00	561,750.00	0.00	100.0
TOTAL FUND EXPENSES	533,416.66	0.00	100.0	548,416.68	551,750.00	677.00	99.8
SURPLUS (DEFICIT)	28,333.34	0.00	100.0	13,333.32	10,000.00	(677.00)	(106.7)

FOR FUND: TID #8 DISTRICT
FOR 10 PERIODS ENDING OCTOBER 31, 2023

DEPARTMENT DESCRIPTION	OCTOBER BUDGET	OCTOBER ACTUAL	VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	VARI- ANCE
EXPENSES							
TID #8 DISTRICT	0.00	8,289.50	100.0	0.00	0.00	10,651.50	100.0
TOTAL EXPENSES	0.00	8,289.50	100.0	0.00	0.00	10,651.50	100.0

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #2 DISTRICT
FOR 10 PERIODS ENDING OCTOBER 31, 2023

DEPARTMENT DESCRIPTION	OCTOBER BUDGET	OCTOBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
TID DISTRICT #2	1,447,876.00	18,369.47	(98.7)	1,447,876.00	1,447,876.00	1,635,484.95	12.9
TOTAL REVENUES	1,447,876.00	18,369.47	(98.7)	1,447,876.00	1,447,876.00	1,635,484.95	12.9
EXPENSES							
TID DISTRICT #2	1,455,578.92	0.00	100.0	1,456,100.16	1,456,216.00	1,388,683.00	4.6
TOTAL EXPENSES	1,455,578.92	0.00	100.0	1,456,100.16	1,456,216.00	1,388,683.00	4.6
TOTAL FUND REVENUES	1,447,876.00	18,369.47	(98.7)	1,447,876.00	1,447,876.00	1,635,484.95	12.9
TOTAL FUND EXPENSES	1,455,578.92	0.00	100.0	1,456,100.16	1,456,216.00	1,388,683.00	4.6
SURPLUS (DEFICIT)	(7,702.92)	18,369.47	(338.4)	(8,224.16)	(8,340.00)	246,801.95	(3059.2)

FOR FUND: AFFORDABLE HOUSING TID
FOR 10 PERIODS ENDING OCTOBER 31, 2023

DEPARTMENT DESCRIPTION	OCTOBER BUDGET	OCTOBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
TID #1 DISTRICT	857,511.00	4,056.79	(99.5)	857,511.00	857,511.00	894,229.25	4.2
TOTAL REVENUES	857,511.00	4,056.79	(99.5)	857,511.00	857,511.00	894,229.25	4.2
EXPENSES							
TID #1 DISTRICT	857,511.00	0.00	100.0	857,511.00	857,511.00	0.00	100.0
TOTAL EXPENSES	857,511.00	0.00	100.0	857,511.00	857,511.00	0.00	100.0
TOTAL FUND REVENUES	857,511.00	4,056.79	(99.5)	857,511.00	857,511.00	894,229.25	4.2
TOTAL FUND EXPENSES	857,511.00	0.00	100.0	857,511.00	857,511.00	0.00	100.0
SURPLUS (DEFICIT)	0.00	4,056.79	100.0	0.00	0.00	894,229.25	100.0

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #3 DISTRICT
FOR 10 PERIODS ENDING OCTOBER 31, 2023

DEPARTMENT DESCRIPTION	OCTOBER BUDGET	OCTOBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
TID #3 DISTRICT	82,884.00	3,420.74	(95.8)	82,884.00	82,884.00	108,459.54	30.8
TOTAL REVENUES	82,884.00	3,420.74	(95.8)	82,884.00	82,884.00	108,459.54	30.8
EXPENSES							
TID #3 DISTRICT	117,584.00	0.00	100.0	117,584.00	117,584.00	112,135.00	4.6
TOTAL EXPENSES	117,584.00	0.00	100.0	117,584.00	117,584.00	112,135.00	4.6
TOTAL FUND REVENUES	82,884.00	3,420.74	(95.8)	82,884.00	82,884.00	108,459.54	30.8
TOTAL FUND EXPENSES	117,584.00	0.00	100.0	117,584.00	117,584.00	112,135.00	4.6
SURPLUS (DEFICIT)	(34,700.00)	3,420.74	(109.8)	(34,700.00)	(34,700.00)	(3,675.46)	(89.4)

FOR FUND: TID #4 DISTRICT
FOR 10 PERIODS ENDING OCTOBER 31, 2023

DEPARTMENT DESCRIPTION	OCTOBER BUDGET	OCTOBER ACTUAL	% VARI- ANCE	FISCAL		ANNUAL BUDGET	FISCAL		% VARI- ANCE
				YEAR-TO-DATE BUDGET			YEAR-TO-DATE ACTUAL		
REVENUES									
TID #4 DISTRICT	420,592.00	341,131.60	(18.8)	575,842.00		610,342.00	739,456.22		21.1
TOTAL REVENUES	420,592.00	341,131.60	(18.8)	575,842.00		610,342.00	739,456.22		21.1
EXPENSES									
TID #4 DISTRICT	0.00	0.00	0.0	0.00		0.00	0.00		0.0
TID #4 DISTRICT	1,098,484.60	1,002.50	99.9	1,146,540.80		1,157,220.00	518,761.45		55.1
TOTAL EXPENSES	1,098,484.60	1,002.50	99.9	1,146,540.80		1,157,220.00	518,761.45		55.1
TOTAL FUND REVENUES	420,592.00	341,131.60	(18.8)	575,842.00		610,342.00	739,456.22		21.1
TOTAL FUND EXPENSES	1,098,484.60	1,002.50	99.9	1,146,540.80		1,157,220.00	518,761.45		55.1
SURPLUS (DEFICIT)	(677,892.60)	340,129.10	(150.1)	(570,698.80)		(546,878.00)	220,694.77		(140.3)

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #5 DISTRICT
FOR 10 PERIODS ENDING OCTOBER 31, 2023

DEPARTMENT DESCRIPTION	OCTOBER BUDGET	OCTOBER ACTUAL	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	%
REVENUES						
TID #5 DISTRICT	850,408.00	45.02	(99.9)	850,408.00	850,408.00	9,922.83 (98.8)
TOTAL REVENUES	850,408.00	45.02	(99.9)	850,408.00	850,408.00	9,922.83 (98.8)
EXPENSES						
TID #5 DISTRICT	765,446.00	0.00	100.0	765,446.00	765,446.00	71,790.00 90.6
TOTAL EXPENSES	765,446.00	0.00	100.0	765,446.00	765,446.00	71,790.00 90.6
TOTAL FUND REVENUES	850,408.00	45.02	(99.9)	850,408.00	850,408.00	9,922.83 (98.8)
TOTAL FUND EXPENSES	765,446.00	0.00	100.0	765,446.00	765,446.00	71,790.00 90.6
SURPLUS (DEFICIT)	84,962.00	45.02	(99.9)	84,962.00	84,962.00	(61,867.17) (172.8)

FOR FUND: REVOLVING LOAN FUND (STATE)
FOR 10 PERIODS ENDING OCTOBER 31, 2023

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

FOR FUND: TID #9 DISTRICT
FOR 10 PERIODS ENDING OCTOBER 31, 2023

DEPARTMENT DESCRIPTION	OCTOBER BUDGET	OCTOBER ACTUAL	%	FISCAL	ANNUAL	FISCAL	%
				YEAR-TO-DATE	BUDGET	YEAR-TO-DATE	VARI-
				BUDGET		ACTUAL	ANCE

REVENUES							
TID #9 DISTRICT	0.00	0.00	0.0	0.00	0.00	0.00	0.0

TOTAL REVENUES	0.00	0.00	0.0	0.00	0.00	0.00	0.0

EXPENSES							
TID #9 DISTRICT	0.00	0.00	0.0	0.00	0.00	0.00	0.0

TOTAL EXPENSES	0.00	0.00	0.0	0.00	0.00	0.00	0.0

TOTAL FUND REVENUES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL FUND EXPENSES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
SURPLUS (DEFICIT)	0.00	0.00	0.0	0.00	0.00	0.00	0.0

FOR FUND: TID #10 DISTRICT
FOR 10 PERIODS ENDING OCTOBER 31, 2023

DEPARTMENT DESCRIPTION	OCTOBER BUDGET	OCTOBER ACTUAL	FISCAL % VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	FISCAL % VARI- ANCE
REVENUES							
TID #10 DISTRICT	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL REVENUES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
EXPENSES							
TID #10 DISTRICT	0.00	17,950.00	100.0	0.00	0.00	17,950.00	100.0
TOTAL EXPENSES	0.00	17,950.00	100.0	0.00	0.00	17,950.00	100.0
TOTAL FUND REVENUES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL FUND EXPENSES	0.00	17,950.00	100.0	0.00	0.00	17,950.00	100.0
SURPLUS (DEFICIT)	0.00	(17,950.00)	100.0	0.00	0.00	(17,950.00)	100.0

FOR FUND: SOLID WASTE ENTERPRISE
FOR 10 PERIODS ENDING OCTOBER 31, 2023

DEPARTMENT DESCRIPTION	OCTOBER BUDGET	OCTOBER ACTUAL	VARI- ANCE	FISCAL		FISCAL	
				YEAR-TO-DATE BUDGET	ANNUAL BUDGET	YEAR-TO-DATE ACTUAL	VARI- ANCE
REVENUES							
SOLID WASTE ENTERPRISE FUND	615,276.25	48,432.16	(92.1)	622,307.50	623,870.00	521,706.98	(16.3)
TOTAL REVENUES	615,276.25	48,432.16	(92.1)	622,307.50	623,870.00	521,706.98	(16.3)
EXPENSES							
SOLID WASTE ENTERPRISE FUND	631,342.95	59,350.95	90.5	683,119.10	694,625.00	432,519.02	37.7
TOTAL EXPENSES	631,342.95	59,350.95	90.5	683,119.10	694,625.00	432,519.02	37.7
TOTAL FUND REVENUES	615,276.25	48,432.16	(92.1)	622,307.50	623,870.00	521,706.98	(16.3)
TOTAL FUND EXPENSES	631,342.95	59,350.95	90.5	683,119.10	694,625.00	432,519.02	37.7
SURPLUS (DEFICIT)	(16,066.70)	(10,918.79)	(32.0)	(60,811.60)	(70,755.00)	89,187.96	(226.0)

FOR FUND: COMPOST SITE ENTERPRISE FUND
 FOR 10 PERIODS ENDING OCTOBER 31, 2023

DEPARTMENT DESCRIPTION	OCTOBER BUDGET	OCTOBER ACTUAL	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	%
REVENUES						
COMPOST SITE ENTERPRISE FUND	22,456.68	12,679.36	(43.5)	134,566.64	159,480.00	134,427.11 (15.7)
TOTAL REVENUES	22,456.68	12,679.36	(43.5)	134,566.64	159,480.00	134,427.11 (15.7)
EXPENSES						
COMPOST SITE ENTERPRISE FUND	8,670.47	7,253.30	16.3	86,704.06	104,045.00	59,279.18 43.0
TOTAL EXPENSES	8,670.47	7,253.30	16.3	86,704.06	104,045.00	59,279.18 43.0
TOTAL FUND REVENUES	22,456.68	12,679.36	(43.5)	134,566.64	159,480.00	134,427.11 (15.7)
TOTAL FUND EXPENSES	8,670.47	7,253.30	16.3	86,704.06	104,045.00	59,279.18 43.0
SURPLUS (DEFICIT)	13,786.21	5,426.06	(60.6)	47,862.58	55,435.00	75,147.93 35.5

MUNICIPAL REPORT TOTALS
FOR 10 PERIODS ENDING OCTOBER 31, 2023

DEPARTMENT DESCRIPTION	OCTOBER BUDGET	OCTOBER ACTUAL	VARI- ANCE	FISCAL		FISCAL	
				YEAR-TO-DATE BUDGET	ANNUAL BUDGET	YEAR-TO-DATE ACTUAL	VARI- ANCE
TOTAL MUNICIPAL REVENUES	24,776,820.69	835,777.22	(96.6)	25,074,555.62	25,140,719.00	19,958,195.87	(20.6)
TOTAL MUNICIPAL EXPENSES	24,564,565.72	1,322,273.12	94.6	26,020,500.56	26,344,042.00	16,827,220.15	36.1
SURPLUS (DEFICIT)	212,254.97	(486,495.90)	(329.2)	(945,944.94)	(1,203,323.00)	3,130,975.72	(360.1)

7d.

7d.

BEVERAGE OPERATOR LICENSES

1. Black, Jarrod T.
2. DeKeyser, Katie L.



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

October 26, 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 Class A Beer and Class A Liquor license:

Kwik Trip #1282
901 South Duluth Avenue
Sturgeon Bay, WI 54235
Agent: Logan Byrne
Date: December 15, 2023 – June 30, 2024

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

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend the Common Council to approve the Personal Service Contract with Mann Communication, LLC for Cable TV services for the term commencing on January 1, 2024 thru December 31, 2026 as presented.

Respectfully submitted,
COMMUNITY PROTECTION AND SERVICES COMMITTEE
By: Dan Williams, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: November 1, 2023

* * * * *

Introduced by _____.

Moved by Alderperson _____, seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2023.



City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI 54235
jvanlieshout@sturgeonbaywi.org

Joshua J. Van Lieshout
City Administrator

920-746-6905 (Voice)
920-746-2905 (Fax)

Memorandum

To: Community Protection and Services Committee
Cable Advisory Committee

From: Josh Van Lieshout, Administrator

Re: Mann Personal Services Agreement

Date: October 31, 2023

Item: Mann Personal Services Agreement

Discussion:

The City of Sturgeon Bay operates four cable access channels, the cost of supporting these channels is born from user fees passed on by the franchised cable company, in our case Charter. The City has, in the past used the funds to pay for the recording and broadcast public meetings, including Common Council, Plan Commission and SBSD School Board meetings. In addition to these meetings, community activities such as concerts at Martin Park, ship christening, graduation, church services and school performances were recorded and broadcast.

Since the original inception of this program much has changed, even more so in the last three years. Today, we find many of the hosts of the events that the City used to record and broadcast are now able to do so on their own by making use of their own Facebook, Instagram or You Tube channels for live streaming and playback.

This is consistent with other user patterns where people tend to stream the information they want, not relying on a broadcast.

This agreement seeks to bridge the cable user and streamer and take the next step in creating video that educates and informs the public about City services, matters of interest and importance around the Community. This is a significant departure from what has been done in the past, but one that seem appropriate given how difficult it is to reach people through traditional media.

An effort such as this is becoming more common for municipalities to undertake. It isn't marketing or promotion, like that done with Destination Sturgeon Bay, but rather story telling and engaging in a way that is easily consumed and digesting using today's formats.

Meetings of the Council and Plan Commission will continue to be recorded and broadcast on the City's channels, as well as content that is supplied by the School District and other community organizations.

Fiscal Impact: The value of the contract will be unchanged for the three-year period.

Recommendation:

Approve the three year agreement

Options:

1. Direct staff with specific parameters
2. Approve as presented
3. Approve with modifications
4. Take other action

PERSONAL SERVICES CONTRACT

AGREEMENT effective this ____ day of _____, _____, by and between the City of Sturgeon Bay, a Wisconsin municipal corporation, c/o Stephanie Reinhardt, City Clerk, 421 Michigan Street, Sturgeon Bay, Door County, Wisconsin 54235, (hereafter referred to as "City"), and MANN COMMUNICATIONS, LLC, 633 South 17th PLACE, STURGEON BAY, DOOR COUNTY, WISCONSIN 54235, (hereafter referred to as "Contractor").

RECITALS

A. WHEREAS, the City is in need of procuring certain personal services for the consolidation and operation of four (4) public, educational, and government (PEG) channels; the promotion, administration, and operation of the PEG channels in accordance with the description of services to be performed as set forth below.

B. AND WHEREAS, the Contractor represents that he is ready, willing, and capable of providing said services to the City.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties as hereinafter set forth, the parties agree as follows:

1. **Services to be Performed.** The operator shall, during the entire term of this agreement, and any extended term hereafter administer and operate Channel 986, Channel 987, Channel 989 and Channel 990 of the City of Sturgeon Bay cable system, or any of the consolidated public, educational, and governmental channels including internet based channels such as YouTube, Public Access Facebook, and Instagram. The operation and administration of the operator shall include the following:

A. Community Events:

1. Prepare programming for broadcast based upon general guidance from the Community Protection and Services Committee.

2. ~~Maintain a text crawl overlaying the video programming highlighting upcoming community events.~~

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Commented [JV1]: Text crawling service replaced with Total Info.

B. Local Public Interest:

1. Develop and implement video programming on a weekly schedule. Programming shall consist of a combination of video submitted from within the community, video produced by the operator, and video submitted from outside the community, but with content of local interest.

2. Develop and maintain non-video programming in the form of text and graphics consisting ~~of of public service announcements, program schedules and other information of local interest~~ "Total Info" supplied, or similar, generated information.
3. Monitor all submittals for compliance with city ordinances and policies concerning public access cable.
4. ~~Provide video coverage for broadcast of at least 30 community events per year, to include parades, festivals, sports, political forums, visual and performing arts, and other programs of community interest.~~
45. Maintain an inventory of ~~video audio~~ equipment and make it available to the general public for ~~the taping of local events, for broadcast on Channel 989. Coordinate public awareness regarding availability of public access channel.~~

Commented [JV2]: Many community events are recorded and broadcast on web based platforms by event organizers.

C. Government Meetings:

1. Video Record and broadcast, ~~a minimum of six (6) governmental meetings, estimated to be four (4) per month, and two City Council preview shows per month. All videotaped video recorded city meetings~~ will be broadcast live unless directed otherwise.
2. Develop, ~~and implement, and post~~ a broadcast schedule for all video recorded city ~~and county meetings, videotape video recorded.~~
3. Develop and maintain non-video programming in the form of text and ~~graphic slides s~~ consisting of all city meetings agendas, city government announcements, and other city information of public interest ~~informing the public of rebroadcast of programs and information.~~
34. Provide remote meeting (eg. Zoom) facilitation services for meetings with remote users for all governmental meetings when such services are requested by City Administrator.

Commented [JV3]: Hold over from when Roger Levandusky was active, now Mayor is on WDOR regularly.

D. Education:

1. Obtain or provide video recording of school concerts, awards and activities held or conducted at Sturgeon Bay School District grounds and facilities and broadcast recorded performances on the City's cable access system. Video record, and broadcast a minimum of one (1) school district meeting per month and three (3) additional educational programs per month. All video video recorded taped school district meetings will be broadcast live unless directed otherwise.

Commented [JV4]: This includes graduation and other events as requested. SBSD now records and uploads content to District operated YouTube and social media sites.

2. Develop and implement a broadcast schedule for all school district meetings video recorded/taped.

3. Develop and maintain non-video programming in the form of text and graphic slides consisting of all school district meetings agendas, school district announcements, and other school district information of public interest, informing the public of rebroadcast of programs and general information related to the School District.

4. All school district meetings/events which are recorded live shall be broadcast within one (1) week of recording.

5. Provide remote meeting (eg. Zoom) facilitation services for meetings of the Sturgeon Bay School Board when such services are requested by the District Superintendent.

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Commented [JV5]: SBSB has changed technology for meetings, now making use an OWL system. No longer requires City support for recording or broadcast of meetings.

E. Public Interest and Education Video Production: The purpose of this section is create modern media, easily consumed on internet platforms (YouTube, Facebook, etc.) that highlight and demonstrate the value of City services, as well as the quality of life in the City of Sturgeon Bay. Videos should highlight City services (ex. City operations such as snow removal, solid waste and recycling collection, fire training, equipment, police profile, dive/rescue team, community development, and other intergovernmental activities) or duties of various committees and commissions (ex. plan commission).

1. Coordination with external entities like Destination Sturgeon Bay, Door County Economic Development Corporation, School Districts (Sturgeon Bay, Southern Door, and Sevastopol) is encouraged. Contracto responsible for entire scope of work including:

a. Story board development

b. Script development

c. Editing

d. Posting / placing on cable channel, You Tube, Facebook

Contractor shall ensure that videos and reels do not violate HIPPA or other privacy rules or under B(3) above.

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2. Produce annually four videos of a length of 5 to 10 minutes highlighting subjects of interest in and about the City of Sturgeon Bay and City government or otherwise as may be directed.

3. Produce 12 vignettes or "reels" (approximately 1 per month) of short duration (30 seconds to 90 seconds) highlighting subjects of interest in the City, City provided services or otherwise as may be directed.

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EF. General:

1. Maintain, on a yearly basis, an operations manual for the Sturgeon Bay Community Access Cable System.
2. Attend regular scheduled meetings of Community Protection and Services Committee and the Cable Communications System Advisory Council and report as necessary.
- ~~3.~~ Maintain, install, and update remote meeting (eg. Zoom) facilitation hardware and software.
3. Publish videos to City website, Sturgeon Bay Public Access Facebook page, create and manage Sturgeon Bay Public Access Instagram page and other media as may be directed.
- ~~443.~~ Maintain Video Record archives of all programming.
- ~~554.~~ Maintain records of all programming and other significant activity.
- ~~665.~~ Maintain equipment in a serviceable condition, procure repairs as necessary and recommend for liquidation or disposal, items of equipment which is no longer needed. Maintain an up-to-date equipment inventory.
- ~~776.~~ Coordinate public access activities including public awareness campaign, broadcast of tapes videos provided by the general public, maintaining and lending audio equipment for community events, and recording significant community events as required.
- ~~887.~~ Work with City and School District staff in preparation and presentation of annual operating expense and capital improvements budgets for Channels 986, 987, 989, and 990.
- ~~998.~~ Maintain the City's plan for operation of PEG channels. Operate the PEG channels pursuant to said plan. Recommend revisions to said plan that will enhance the effectiveness and operation of the PEG channels.

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2. **Contract Term.** The services provided in Section A shall be provided during the term commencing January 1, 2024 and ending at 11:59 p.m. on December 31, 2026 unless sooner terminated as provided herein. The City of Sturgeon Bay may, at its option, extend this Contract for additional terms of two years by providing notice thereof at least thirty (30) days prior to the expiration of this Agreement.

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3. **Compensation.** The City shall compensate Contractor for the above-described services for the first year price of \$62,470, second year price of \$64,335 at the annual rate of and third year price of \$65,309 65,500. Should the City elect to extend the term of the contract, each year of the extension will increase the price by 1.5% over the prior year. During the term of this

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contract payments shall be made to Contractor in equal monthly payments beginning thirty (30) days after the commencement of this Agreement, for services rendered for the previous month. Contractor shall also receive a commission of fifteen (15%) percent of the sale price of any equipment sold by Contractor at City's request. The City reserves the right to sell surplus equipment independent of Contractor. Compensation for services performed above and beyond the provisions of this contract will be billed at the rate of \$30.00 per hour.

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4. **Provision of Equipment, Materials, Goods, and Services.** The City shall provide the following described materials, goods, or services to Contractor:

- A. Use of all City PEG cable equipment and facilities. Contractor agrees to use such facilities and equipment carefully and prudently and will not be held responsible for damage to or loss of such equipment and facilities unless Contractor is found to be negligent, or unless such damage or loss is the result of an intentional act of Contractor. Contractor shall not be responsible for loss or damage under circumstances over which Contractor has no control.
- B. Regarding any materials, goods, or supplementary services that Contractor may deem necessary in order to provide services to the City under this contract, Contractor may voluntarily, at no cost to the City, provide such materials, goods, or supplementary services or Contractor may specifically request City, in writing, to provide or make available such materials, goods or supplementary services. ~~Video tape~~Video recordings provided by the Contractor for PEG programming upon taping shall become the property of the City.
- C. The Contractor is not required to provide any materials, goods, or supplemental services. However, Contractor may provide the use of some of his own materials or goods in order to improve the Contractor's services to the City.
- D. Any media, programming, or related media produced in accordance with this contract shall remain the exclusive property of the City of Sturgeon Bay, and the Contractor shall in no way acquire any ownership, copyright, or rights of artistic expression therein.
- E. Any purchases of goods or equipment by Contractor on the City's behalf for the operation of the PEG channels shall follow the purchasing guidelines and policies of the City.

5. **Programming Use.** Contractor agrees not to use his position as PEG Coordinator or use any equipment owned by the City and furnished for use of PEG programming or use any programs written, developed or produced in connection with PEG programming for Contractor's personal use or for sale or other profit by Contractor. Contractor agrees that all programming and production during the term of the Contract, whether produced by the Contractor or submitted by private parties, shall be the property of the City. Contractor shall have no rights to the use of said programs.

6. **Insurance.** Contractor shall maintain during the life of this Contract and any extension hereof general liability and property damage insurance as shall protect Contractor and any subcontractor/employee performing work covered by this Contract from any claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from performance of this Contract, whether such operation be by Contractor itself or by any subcontractor or by anyone directly or indirectly employed by either of them. Property damage and liability insurance shall name the City of Sturgeon Bay as an additional insured. The coverages and minimum policy limits of such insurance shall be as follows:

A. Bodily Injury

\$1,000,000 Each Occurrence
\$ 1,000,000 Annual Aggregate, Products & Completed Operations

B. Property Damage

\$500,000 Each Occurrence
\$1,000,000 Annual Aggregate

C. Property Damage Liability will provide Explosion, Collapse and Underground coverage where applicable.

D. Personal Injury with employment exclusion deleted

\$1,000,000 Annual Aggregate

E. Comprehensive Automobile Liability

F. Bodily Injury

\$500,000 Each Person
\$500,000 Each Accident

G. Property Damage

\$500,000 Each Occurrence

H. Business Auto Insurance

\$500,000 Single Limit for Bodily Injury and/or Property Damage

7. **Worker's Compensation Insurance.** Contractor shall maintain during the term of this Contract and any extended term hereafter worker's compensation insurance for all its employees at the site of the project and, in case any work is sublet, shall require any

subcontractor to provide worker's compensation insurance covering any employee which is working upon the project which is the subject of this Agreement.

8. **Independent Contractor.** The parties understand and acknowledge that the relationship herein between the City and Contractor is that of an Independent Contractor relationship and not that of an employer-employee relationship. The parties also understand that the Contractor will be responsible for all income tax and social security tax reporting; the City will furnish a Form 1099 showing the gross payments for the above-described personal services but will not withhold any amounts for income taxes or social security taxes for Contractor.

9. **Indemnification.** Contractor shall indemnify and hold harmless City, its agents, officers and employees, for any damages to person, property, or otherwise caused by the actions of Contractor.

10. **Termination.** This Personal Services Contract may be terminated by the City at any time upon prior thirty (30) days written notice delivered to the Contractor from the City, or to the City or sent by certified mail return receipt requested. Either party may terminate this Agreement immediately at any time upon breach by the other party of its obligations and responsibilities under this contract. Upon termination, Contractor shall be paid for all funds due to him through date of termination.

11. **Return of Property.** Upon termination of this agreement, for any reason, Contractor will return to the City all equipment, books, records, tapes and documents belonging to the City which he has in his possession or control or which he has placed with someone else in the condition such equipment or property was in when received by Contractor, usual wear and tear excepted.

12. **Default/Breach.** In event of breach of the contract by Contractor, Contractor will be responsible for the City's cost of enforcement (including costs of obtaining return of any property under paragraph 11. above), including court costs, disbursements and attorney's fees.

13. **Assignment.** Contractor may not assign his interest in this contract without the prior written consent of the City. He may hire or contract with other persons or entities for the performance of duties under this Agreement without violating this provision.

14. **Laws Applicable/Severance.** The undersigned parties understand and acknowledge that this Personal Services Contract represents the entire understanding between the parties for the providing of the above described personal services. This personal services contract shall be interpreted in accordance with the laws of the State of Wisconsin. In the event that any of the provisions herein are held to be legally unenforceable, the remaining provisions of this personal services agreement not inconsistent with such legal findings shall remain in full force and effect.

15. **Declaration of Novation.** This contract represents and constitutes a novation of any and all existing contracts and amendments, including but not limited to the present contract dated ~~December 30, 2013~~ and that as a novation, this contract supersedes and replaces all such

previously existing contracts.

17. This Agreement shall extend to the heirs, successors, personal representatives and assigns of the parties hereto.

CITY OF STURGEON BAY

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~~0~~, the above-named Thad G. Birmingham and Stephanie L. Reinhardt, the Mayor and City Clerk, respectively, of the City of Sturgeon Bay, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority.

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

CONTRACTOR:

By: _____
Jason Mann, Co-Owner

By: _____
Morgan Mann, Co-Owner

STATE OF WISCONSIN)
)ss.
DOOR COUNTY)

| Personally appeared before me this ____ day of _____, 2023~~30~~, the above-named
Jason Mann and Morgan Mann, respectively, to me known to be the persons who executed the
foregoing agreement on behalf of the City and by its authority.

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

PERSONAL SERVICES CONTRACT

AGREEMENT effective this ____ day of _____, _____, by and between the City of Sturgeon Bay, a Wisconsin municipal corporation, c/o Stephanie Reinhardt, City Clerk, 421 Michigan Street, Sturgeon Bay, Door County, Wisconsin 54235, (hereafter referred to as "City"), and MANN COMMUNICATIONS, LLC, 633 South 17th PLACE, STURGEON BAY, DOOR COUNTY, WISCONSIN 54235, (hereafter referred to as "Contractor").

RECITALS

A. WHEREAS, the City is in need of procuring certain personal services for the consolidation and operation of four (4) public, educational, and government (PEG) channels; the promotion, administration, and operation of the PEG channels in accordance with the description of services to be performed as set forth below.

B. AND WHEREAS, the Contractor represents that he is ready, willing, and capable of providing said services to the City.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties as hereinafter set forth, the parties agree as follows:

1. **Services to be Performed.** The operator shall, during the entire term of this agreement, and any extended term hereafter administer and operate Channel 986, Channel 987, Channel 989 and Channel 990 of the City of Sturgeon Bay cable system, or any of the consolidated public, educational, and governmental channels including internet based channels such as YouTube, Public Access Facebook, and Instagram. The operation and administration of the operator shall include the following:

A. Community Events:

1. Prepare programming for broadcast based upon general guidance from the Community Protection and Services Committee.

B. Local Public Interest:

1. Develop and implement video programming on a weekly schedule. Programming shall consist of a combination of video submitted from within the community, video produced by the operator, and video submitted from outside the community, but with content of local interest.

2. Develop and maintain non-video programming in the form of text and graphics consisting of "Total Info" supplied, or similar, generated information.
3. Monitor all submittals for compliance with city ordinances and policies concerning public access cable.
4. Maintain an inventory of audio equipment and make it available to the general public for local events.

C. Government Meetings:

1. Video Record and broadcast, () governmental meetings, estimated to be four (4) per month. All video recorded city meetings will be broadcast live unless directed otherwise.
2. Develop, implement, and post a broadcast schedule for all video recorded city meetings.
3. Provide remote meeting (eg. Zoom) facilitation services for meetings with remote users for all governmental meetings when such services are requested by City.

D. Education:

1. Obtain or provide video recording of school concerts, awards and activities held or conducted at Sturgeon Bay School District grounds and facilities and broadcast recorded performances on the City's cable access system.

E. Public Interest and Education Video Production: The purpose of this section is create modern media, easily consumed on internet platforms (YouTube, Facebook, etc.) that highlight and demonstrate the value of City services, as well as the quality of life in the City of Sturgeon Bay. Videos should highlight City services (ex. City operations such as snow removal, solid waste and recycling collection, fire training, equipment, police profile, dive/rescue team, community development, and other intergovernmental activities) or duties of various committees and commissions (ex. plan commission).

1. Coordination with external entities like Destination Sturgeon Bay, Door County Economic Development Corporation, School Districts (Sturgeon Bay, Southern Door, and Sevastopol) is encouraged. Contracto responsible for entire scope of work including:
 - a. Story board development

- b. Script development
 - c. Editing
 - d. Posting / placing on cable channel, You Tube, Facebook
- Contractor shall ensure that videos and reels do not violate HIPPA or other privacy rules or under B(3) above.

- 2. Produce annually four videos of a length of 5 to 10 minutes highlighting subjects of interest in and about the City of Sturgeon Bay and City government or otherwise as may be directed.
- 3. Produce 12 vignettes or “reels” (approximately 1 per month) of short duration (30 seconds to 90 seconds) highlighting subjects of interest in the City, City provided services or otherwise as may be directed.

F. General:

- 1. Maintain, on a yearly basis, an operations manual for the Sturgeon Bay Community Access Cable System.
- 2. Attend regular scheduled meetings of Community Protection and Services Committee and the Cable Communications System Advisory Council and report as necessary.

Maintain, install, and update remote meeting (eg. Zoom) facilitation hardware and software.

- 3. Publish videos to City website, Sturgeon Bay Public Access Facebook page, create and manage Sturgeon Bay Public Access Instagram page and other media as may be directed.
- 4. Maintain Video Record archives of all programming.
- 5. Maintain records of all programming and other significant activity.
- 6. Maintain equipment in a serviceable condition, procure repairs as necessary and recommend for liquidation or disposal, items of equipment which is no longer needed. Maintain an up-to-date equipment inventory.
- 7. Coordinate public access activities including public awareness campaign, broadcast of videos provided by the general public, maintaining and lending audio equipment for community events, and recording significant community events as required.
- 8. Work with City in preparation and presentation of annual operating

expense and capital improvements budgets for Channels 986, 987, 989, and 990.

9. Maintain the City's plan for operation of PEG channels. Operate the PEG channels pursuant to said plan. Recommend revisions to said plan that will enhance the effectiveness and operation of the PEG channels.

2. **Contract Term.** The services provided in Section A shall be provided during the term commencing January 1, 2024 and ending at 11:59 p.m. on December 31, 2026 unless sooner terminated as provided herein. The City of Sturgeon Bay may, at its option, extend this Contract for additional terms of two years by providing notice thereof at least thirty (30) days prior to the expiration of this Agreement.

3. **Compensation.** The City shall compensate Contractor for the above-described services at the annual rate of and third year price of \$65,500. Should the City elect to extend the term of the contract, each year of the extension will increase the price by 1.5% over the prior year. During the term of this contract payments shall be made to Contractor in equal monthly payments beginning thirty (30) days after the commencement of this Agreement, for services rendered for the previous month. Contractor shall also receive a commission of fifteen (15%) percent of the sale price of any equipment sold by Contractor at City's request. The City reserves the right to sell surplus equipment independent of Contractor. Compensation for services performed above and beyond the provisions of this contract will be billed at the rate of \$30.00 per hour.

4. **Provision of Equipment, Materials, Goods, and Services.** The City shall provide the following described materials, goods, or services to Contractor:

- A. Use of all City PEG cable equipment and facilities. Contractor agrees to use such facilities and equipment carefully and prudently and will not be held responsible for damage to or loss of such equipment and facilities unless Contractor is found to be negligent, or unless such damage or loss is the result of an intentional act of Contractor. Contractor shall not be responsible for loss or damage under circumstances over which Contractor has no control.
- B. Regarding any materials, goods, or supplementary services that Contractor may deem necessary in order to provide services to the City under this contract, Contractor may voluntarily, at no cost to the City, provide such materials, goods, or supplementary services or Contractor may specifically request City, in writing, to provide or make available such materials, goods or supplementary services. Video recordings provided by the Contractor for PEG programming upon taping shall become the property of the City.
- C. The Contractor is not required to provide any materials, goods, or supplemental services. However, Contractor may provide the use of some of his own materials or goods in order to improve the Contractor's services to the City.

- D. Any media, programming, or related media produced in accordance with this contract shall remain the exclusive property of the City of Sturgeon Bay, and the Contractor shall in no way acquire any ownership, copyright, or rights of artistic expression therein.
- E. Any purchases of goods or equipment by Contractor on the City's behalf for the operation of the PEG channels shall follow the purchasing guidelines and policies of the City.

5. Programming Use. Contractor agrees not to use his position as PEG Coordinator or use any equipment owned by the City and furnished for use of PEG programming or use any programs written, developed or produced in connection with PEG programming for Contractor's personal use or for sale or other profit by Contractor. Contractor agrees that all programming and production during the term of the Contract, whether produced by the Contractor or submitted by private parties, shall be the property of the City. Contractor shall have no rights to the use of said programs.

6. Insurance. Contractor shall maintain during the life of this Contract and any extension hereof general liability and property damage insurance as shall protect Contractor and any subcontractor/employee performing work covered by this Contract from any claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from performance of this Contract, whether such operation be by Contractor itself or by any subcontractor or by anyone directly or indirectly employed by either of them. Property damage and liability insurance shall name the City of Sturgeon Bay as an additional insured. The coverages and minimum policy limits of such insurance shall be as follows:

A. Bodily Injury

\$1,000,000	Each Occurrence
\$1,000,000	Annual Aggregate, Products & Completed Operations

B. Property Damage

\$500,000	Each Occurrence
\$1,000,000	Annual Aggregate

C. Property Damage Liability will provide Explosion, Collapse and Underground coverage where applicable.

D. Personal Injury with employment exclusion deleted

\$1,000,000	Annual Aggregate
-------------	------------------

E. Comprehensive Automobile Liability

F. Bodily Injury

\$500,000 Each Person
\$500,000 Each Accident

G. Property Damage

\$500,000 Each Occurrence

H. Business Auto Insurance

\$500,000 Single Limit for Bodily Injury and/or Property Damage

7. **Worker's Compensation Insurance.** Contractor shall maintain during the term of this Contract and any extended term hereafter worker's compensation insurance for all its employees at the site of the project and, in case any work is sublet, shall require any subcontractor to provide worker's compensation insurance covering any employee which is working upon the project which is the subject of this Agreement.

8. **Independent Contractor.** The parties understand and acknowledge that the relationship herein between the City and Contractor is that of an Independent Contractor relationship and not that of an employer-employee relationship. The parties also understand that the Contractor will be responsible for all income tax and social security tax reporting; the City will furnish a Form 1099 showing the gross payments for the above-described personal services but will not withhold any amounts for income taxes or social security taxes for Contractor.

9. **Indemnification.** Contractor shall indemnify and hold harmless City, its agents, officers and employees, for any damages to person, property, or otherwise caused by the actions of Contractor.

10. **Termination.** This Personal Services Contract may be terminated by the City at any time upon prior thirty (30) days written notice delivered to the Contractor from the City, or to the City or sent by certified mail return receipt requested. Either party may terminate this Agreement immediately at any time upon breach by the other party of its obligations and responsibilities under this contract. Upon termination, Contractor shall be paid for all funds due to him through date of termination.

11. **Return of Property.** Upon termination of this agreement, for any reason, Contractor will return to the City all equipment, books, records, tapes and documents belonging to the City which he has in his possession or control or which he has placed with someone else in the condition such equipment or property was in when received by Contractor, usual wear and tear excepted.

12. **Default/Breach.** In event of breach of the contract by Contractor, Contractor will be responsible for the City's cost of enforcement (including costs of obtaining return of any

property under paragraph 11. above), including court costs, disbursements and attorney's fees.

13. Assignment. Contractor may not assign his interest in this contract without the prior written consent of the City. He may hire or contract with other persons or entities for the performance of duties under this Agreement without violating this provision.

14. Laws Applicable/Severance. The undersigned parties understand and acknowledge that this Personal Services Contract represents the entire understanding between the parties for the providing of the above described personal services. This personal services contract shall be interpreted in accordance with the laws of the State of Wisconsin. In the event that any of the provisions herein are held to be legally unenforceable, the remaining provisions of this personal services agreement not inconsistent with such legal findings shall remain in full force and effect.

15. Declaration of Novation. This contract represents and constitutes a novation of any and all existing contracts and amendments, including but not limited to the present contract and that as a novation, this contract supersedes and replaces all such previously existing contracts.

17. This Agreement shall extend to the heirs, successors, personal representatives and assigns of the parties hereto.

CITY OF STURGEON BAY

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 Thad G. Birmingham and Stephanie L. Reinhardt, the Mayor and City Clerk, respectively, of the City of Sturgeon Bay, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority.

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

CONTRACTOR:

By: _____
Jason Mann, Co-Owner

By: _____
Morgan Mann, Co-Owner

STATE OF WISCONSIN)
)ss.
DOOR COUNTY)

Personally appeared before me this ____ day of _____, 2023, the above-named Jason Mann and Morgan Mann, respectively, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority.

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

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the City Plan Commission, hereby recommend to vacate the unimproved portion of S. Madison Ave as shown on the attached map.

Respectfully submitted:
City Plan Commission
By: David Ward, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Date: November 14, 2023.

Introduced by_____.

Moved by Alderperson_____, seconded by Alderperson
_____that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2023.

Proposal to Vacate Street Right-of-Way - S. Madison Ave



 Street R/W to be vacated

0 25 50 75 100 Feet

September 5, 2023

EXECUTIVE SUMMARY

Title: Street Vacation (Discontinuance) – Portion of S. Madison Avenue

Background: The City has been requested by Rob Scaturo to discontinue (vacate) the unused portion of street right-of-way (S. Madison Ave) located south of Spruce Street. This is the right-of-way that is southerly of the curve where Madison Avenue turns into Green Bay Road. The street vacation would enable Mr. Scaturo to expand the dwelling on his abutting property because the right-of-way, if vacated, would be attached to the abutting owners.

The street right-of-way proposed to be vacated was created by the plat of Sorenson's Addition to the City of Sturgeon Bay in 1906. At that time the street was known as Union Street. Although the 60-foot wide right-of-way extends about 164 feet south of Spruce Street, the portion southerly of Spruce Street was never constructed.

The formal process for the street to be vacated involves the Council introducing a resolution, serving notice on the abutting owners, holding a public hearing, and then adopting the resolution. For this street discontinuance, there are two abutting property owners, Scaturo and 24 E Spruce, LLC. If approved, the vacated street would be attached to those properties (30 feet each side).

The City went through the process of vacating this portion of Madison Avenue back in 1976-77. The Council introduced the resolution and took steps to enact it including holding the public hearing, but it never completed the process. From the record it is not clear why, but possibly had to do with restrictions on the use of the land that the Council desired at that time (e.g., restriction on billboards).

There does not appear to be any need for the right-of-way by the City. There is a steep bluff that makes it extremely difficult to physically install a street. With the existing development in the surrounding area, it would be very difficult to connect the street to another street even if it were extended. There are no utilities impacted to staff's knowledge.

The resolution to discontinue the street right-of-way was introduced by the Council on November 7th. The public hearing is expected to take place on December 19th.

Fiscal Impact: There are minor costs for the street discontinuance process, including recording and legal fees, which would be covered by Mr. Scaturo as the applicant. If vacated, the additional land on the tax roll will have a modest impact on the property taxes paid by the abutting owners.

Recommendation: Recommend to Council to discontinuance (vacate) that portion of S. Madison Avenue as depicted in the resolution.

Prepared by: Martin Olejniczak
Martin Olejniczak, Community Devel. Director

11-8-2023
Date

Reviewed by: _____
Chad Shefchik, City Engineer

Date

Reviewed by: _____
Josh Van Lieshout, City Administrator

Date

MAYORAL APPOINTMENTS**11/21/23****LOCAL ARTS BOARD**

Jarod Santek – Three year term

Elizabeth Meissner-Gigstead – Three year term

BOARD OF PARKS & RECREATION

Shauna Blackledge – Three year term

RESOLUTION

WHEREAS, the Common Council of the City of Sturgeon Bay has determined that it is in the best interests of the City of Sturgeon Bay to establish new building inspection fees.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Sturgeon Bay hereby adopts the following fees effective December 1, 2023:

<u>Type</u>	<u>Fee</u>
A. RESIDENTIAL - 1 & 2 Family Homes	
1. New Structure 1 & 2 Family Homes:	
Fees include building, electrical, plumbing, HVAC and erosion. (Based on square feet of all living area, garage, full basement, decks)	
0-749 sq.ft	\$650.00
0- 1499 sq.ft.	\$850.00
1500-1999 sq.ft.	\$1,000.00
2000-2499 sq.ft.	\$1,100.00
2500— 3000 sq.ft.	\$1,150.00
Over 3000 sq.ft.	\$1,150.00 + \$.10 per sq.ft. over 3000 sq.ft.
Manufactured Dwellings (modular)	\$500.00 + any additions or garage per #2
State Seal:	\$35.00
2. Additions/Remodeling/Alterations:	
a. Building	\$.11 per sq ft. (all areas) \$75.00 minimum
b. Electrical, plumbing, heating	
0 to 500 sq.ft	\$50.00 (each)
501 to 1000 sq.ft.	\$60.00 (each)
1001 to 1300 sq.ft.	\$75.00 (each)
1301 to 2000 sq.ft	\$100.00 (each)
2001 to 2500 sq.ft.	\$125.00 (each)
Over 2500 sq.ft.	\$.05 per sq.ft.(each)
3. Electrical Service	\$50.00 Residential
4. Manufactured Homes (HUD homes or house trailers)	\$200.00 (fee includes slab, electric service, occupancy)
5. Temporary Occupancy	\$50.00

6. Early Start \$75.00 (footing and foundation only)
7. Erosion Control (additions only) \$40.00 (below grade over 400 sq.ft.)

B. ACCESSORY STRUCTURES – Detached garages, storage buildings, decks

- a. Building \$.10 per sq.ft \$50.00 minimum
- b. Electrical, plumbing, heating \$.05 per sq.ft \$40.00 minimum (each)

C. COMMERCIAL

1. New Buildings, Additions, Alterations, Remodels:

- a. Building \$.12 per sq.ft \$75.00 minimum
- b. Electrical, plumbing, heating

0 to 600 sq.ft	\$60.00 (each)
601 to 1250 sq.ft.	\$75.00 (each)
1251 to 1700 sq.ft.	\$100.00 (each)
1701 to 2100 sq.ft	\$125.00 (each)
2101 to 2500 sq.ft.	\$150.00 (each)
Over 2500 sq.ft.	\$.06 per sq.ft.(each)

- c. Storage building, warehouse, detached garage \$.10 per sq.ft

2. Temporary Occupancy, Changes of Use, Occupancy \$50.00

3. Early Start \$100.00
4. Electric Service \$60.00
5. HVAC (new or replacement units) \$50.00 per unit
6. Erosion Control \$75.00
7. Plan Review Per SBD-118 Table #2

D. MISCELLANEOUS

1. Re-inspection fee \$40.00
2. Failure to call for inspection \$40.00
3. Double fee are due if work is started before permit is issued.
4. Extension to permit (permits are valid for 24 months) Minimum fee.

* * * * *

Introduced by _____.

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

Passed by the Council on the _____ day of _____, 2023.

Executive Summary

Title: Fee Schedule for Building Inspection Services

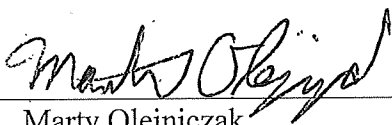
Background: The Council approved the building inspection services contract with Inspection Specialists, LLC (Brett Guilette). The services are paid through the collection of various building permit fees. Each inspection firms tends to have different fee schedules and the fee schedule submitted by Inspection Specialists, LLC is slightly different from the City's current fee schedule, which is the schedule from the contract with Door County Inspections, LLC (Brett Temme).

The proposed new fee structure is similar to the existing fee schedule. The schedule is also consistent with the fees charged by Inspection Specialists in other nearby municipalities. Under the contract, 90% of the collected fees are remitted to Inspection Specialists while 10% are retained by the City to defray our expenses relating to building code enforcement.

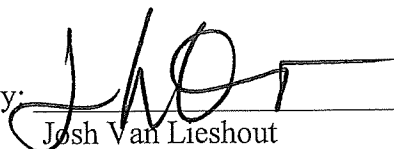
The City has not adjusted its building permit fees since 2019.

Fiscal Impact: The revised building permit fee schedule will have a slight impact on the portion of fees that are retained by the City, but this impact is expected to be negligible.

Recommendation: Approve the new building permit fee schedule submitted by Inspection Specialist, LLC.

Drafted by: 
Marty Olejniczak
Community Development Director

11-8-2023
Date

Reviewed by: 
Josh Van Lieshout
City Administrator

11/8/2023
Date

Staff Report: Temporary Use Permit-Ted LaVine

Background: Ted LaVine of Great Lakes Grading & Excavating, LLC is requesting a Temporary Use Permit from the Common Council to allow his business to crush concrete on his property located on parcel #281-62-16000120 behind 835 Egg Harbor Road. The property is zoned General Commercial (C-1). Per the submitted letter, he wishes to crush the concrete materials on the property no later than December 31, 2023, over a period not to exceed two-weeks.

A temporary use permit is required because processing the concrete materials is not permitted in the C-1 district.

Per 20.36(5) "under rules established by the city council, temporary permits of up to one year's duration may be issued." This section of the code is typically applied to uses or improvements that do not fit the zoning code but are of limited duration and deemed to not contradict the purposes of the code. Occasionally, it is used to allow a use or improvement while the City investigates potential amendment(s) to the zoning code.

Considerations: LaVine intends to store the processed materials on the property neatly to be used to rebase the parking lot for 835 Egg Harbor Road among other projects that he has throughout the City. Staff believes that the neat storage of the finished product would be permitted however storing the unfinished product and the processing of the materials is not permitted without a temporary use permit city staff has been working to get this violation corrected.

After considering the options and discussing the matter with the property owner, crushing the concrete on site is probably least disruptive if standard crushing protocols are followed. This addresses the violation of the concrete piles and allows the central location of the final product. Mr. LaVine is still subject to the noise ordinance until he requests an exception. Ensuring that the crushing occurs during reasonable times during the weekday and not during any major holidays coming up is important.

The surrounding zoning is mostly general commercial (C-1) with single-family residential (R-2) to the south of the property.

Options: The Common Council can:

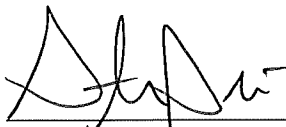
- 1) Approve the temporary- use permit as proposed.
- 2) Refer to Plan Commission for review and recommendation.
- 3) Deny the temporary-use permit.

It is noted that the Common Council can also attach conditions to the granting of the permit.


Recommendation: Approve the temporary use for crushing subject to:

1. Use to occur before the end of the year.
2. Not more than two weeks from the beginning of the crushing operation to completion.
3. Standard practices must be followed to limit dust.

4. Crushing to only occur between the hours of 7 AM and 5 PM
5. No additional unprocessed concrete or asphalt may be brought to the site, either for crushing or for storage for future crushing. Only processed, finished products, that are directly useable or sellable can be stored directly on site.
6. Crushed product must be spread over the site or neatly stored in the rear portion of the site.

Prepared By: 
Stephanie Servia
Planner / Zoning Administrator

11/16/2023
Date

Reviewed By: 
Martin Olejniczak
Community Development Director

11/16/2023
Date

Great Lakes Grading & Excavating LLC
835 Egg Harbor Rd
Sturgeon Bay WI, 54235
920-493-8248

November 8, 2023

Via Email – sservia@sturgeonbaywi.gov

City of Sturgeon Bay
Attn: Stephanie Servia,
Planner / Zoning Administrator
421 Michigan Street
Sturgeon Bay, WI 54235

RE: Great Lakes Grading & Excavating LLC
Property Address: 835 Egg Harbor Road, Sturgeon Bay, WI 54235
Tax Parcel No. 281-62-16000120

Dear Ms. Servia:


I am writing to request a temporary use permit to crush the existing piles of concrete and other materials stored on TPN 281-62-16000120 (the "Property") which Property is located directly behind 835 Egg Harbor Road, Sturgeon Bay, Wisconsin.

The intent is to crush the materials no later than December 31, 2023. Crushing will take place over a period not to exceed two weeks in duration depending on permitted hours of operation. Once the product is crushed, it will be neatly piled up against the back portion of the Property. The crushed product will be utilized for rebasing the parking lot at 835 Egg Harbor Road (excluding the Property), among other projects that I have in or near the City of Sturgeon Bay.

As you know, placement of the materials on the Property has served as a convenience for many over the years, including for City projects, and therefore, I plan to continue to allow the area to be used for placement of such materials on an as needed basis. To the extent further crushing is required down the road, I will make a request to the City Council at that time; however, I don't anticipate any such requests being more than annually.

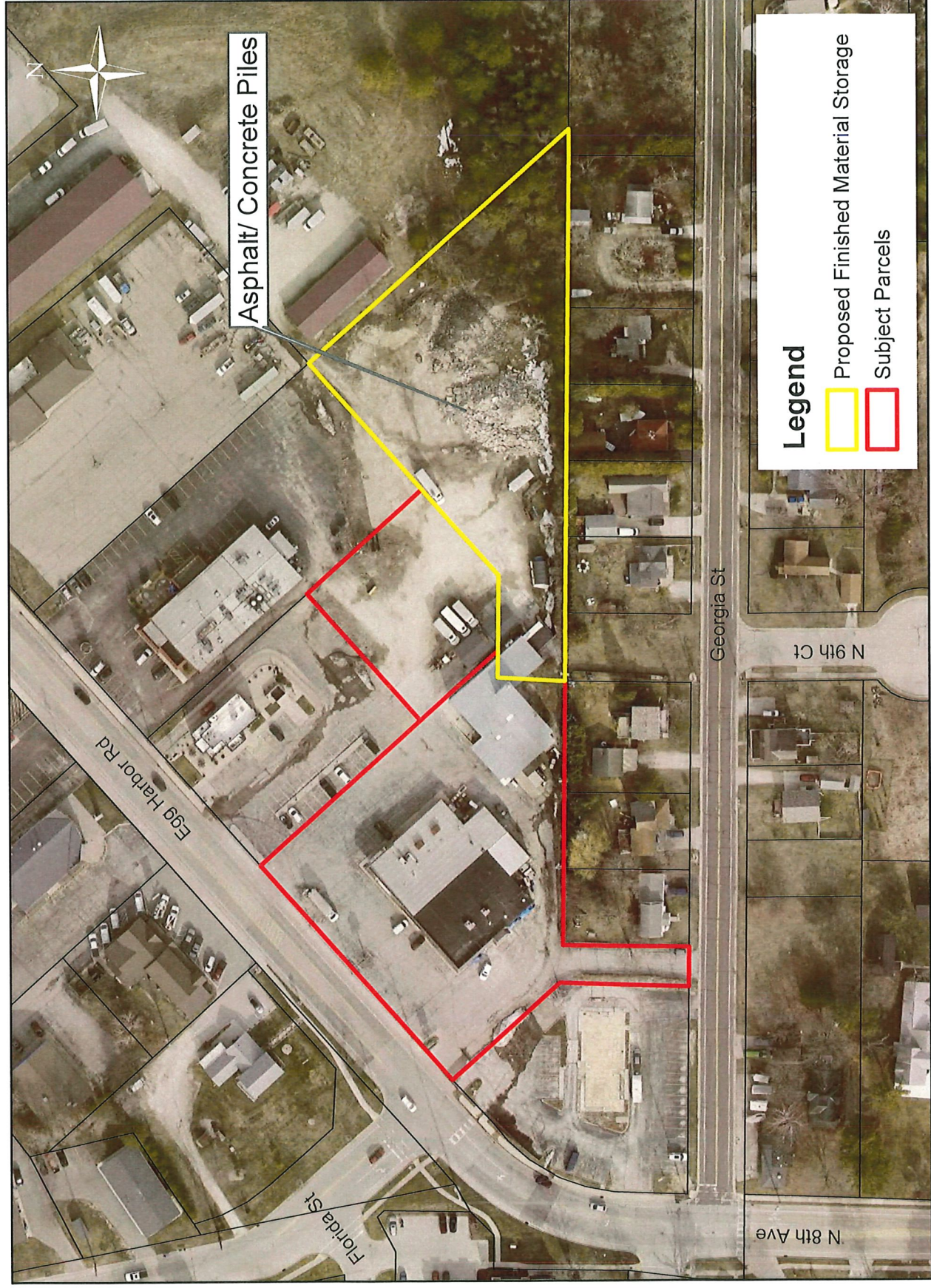
Accordingly, I respectfully request this matter be placed on the next meeting agenda for the Common Council to consider. I will make myself available for attendance at such meeting. Please advise at your earliest convenience of the date and time of such meeting.

Sincerely,
GREAT LAKES GRADING & EXCAVATING LLC

By: 

Ted D. La Vine, its Member

Location of Proposed Temporary Use

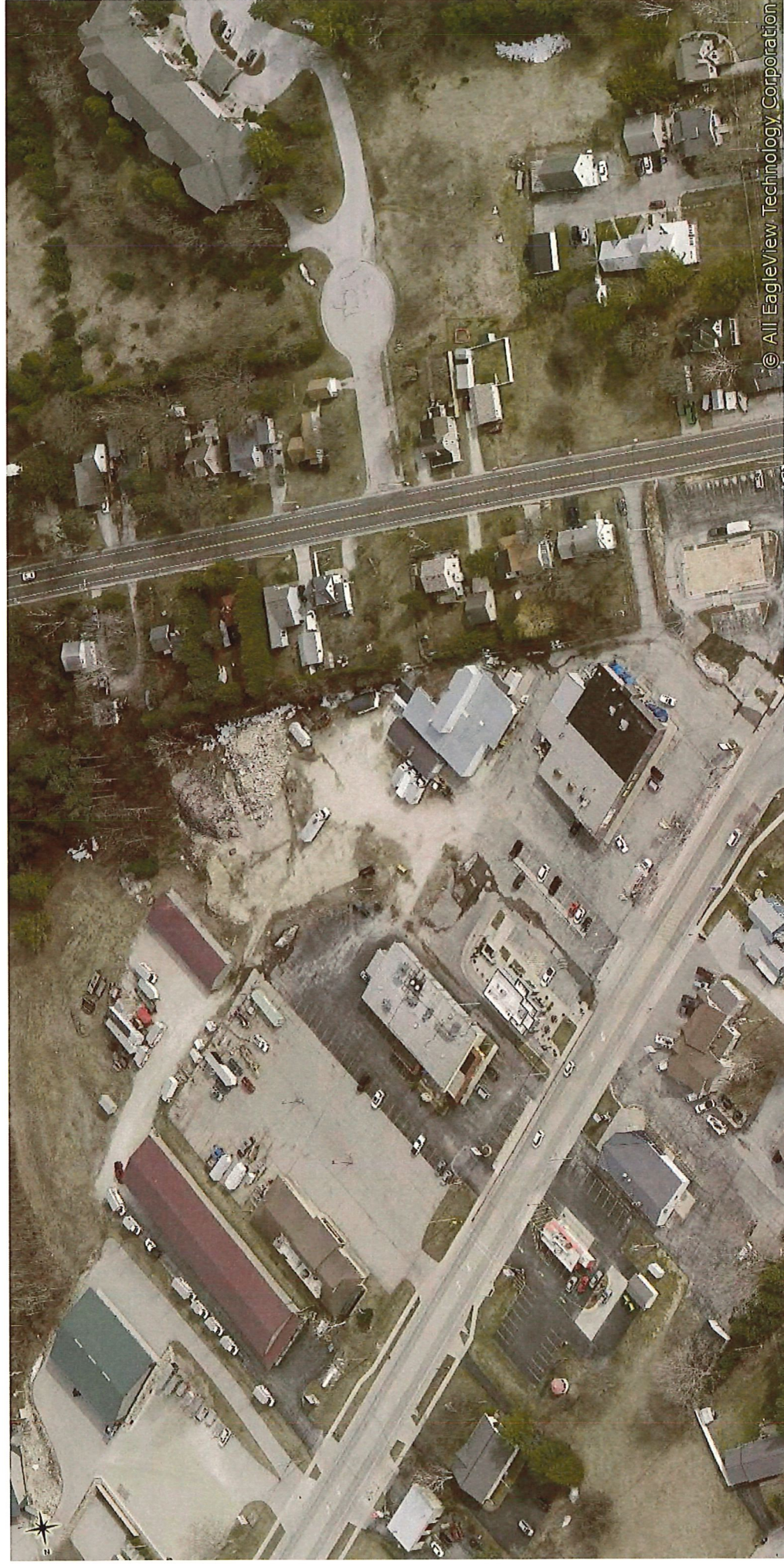


Parcel #281-62-16000120

Parcel #281-62-16000113

Parcel #281-62-16000112

Aerial of Site



04/11/2023

© All EagleView Technology Corporation

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the fire protection services agreement with the Town of Sevastopol as presented.

Respectfully submitted,

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: October 31, 2023

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2023.



Joshua J. Van Lieshout
City Administrator

City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI 54235
jvanlieshout@sturgeonbaywi.org

920-746-6905 (Voice)
920-746-2905 (Fax)

Memorandum

To: Finance Committee

From: Josh Van Lieshout, Administrator

Re: Fire Protection Services to Town of Sevastopol

Date: Update: October 26, 2023
September 21, 2023

Item: Fire Protection Service Agreement—City of Sturgeon Bay and Town of Sevastopol

Discussion:

The City of Sturgeon Bay provides fire protection services to two outlying municipalities, the Town of Sturgeon Bay and Town of Sevastopol. As previously directed, I reached back out to the Town and continued negotiations with the Town. Ultimately arriving at a three-year arrangement with no change in scope of services and a modest price increase over the contract period.

The Town of Sevastopol did request the Town be listed as an additional insured for liability protection, in discussion with the City's insurer, this is automatically included in the City's coverage, there is no additional charge.

Fiscal Impact: Intergovernmental revenues such as this are important to the City and help bear the cost of providing the level of services currently provided; the services agreement is a net positive for the City. The contract does have a provision for further negotiation should a high demand for service be created by new or redevelopment.

Recommendation:

Approve the three year agreement

Options:

1. Direct staff to continue negotiations with specific parameters
2. Approve as presented
3. Approve with modifications
4. Take other action

2024-2028 Fire Protection Service Agreement
City of Sturgeon Bay and Town of Sevastopol

THIS AGREEMENT made and entered into in the year 2020~~3~~ by and between the City of ~~St~~sturgeon Bay, Door County Wisconsin, hereinafter known as "City", and the Town of Sevastopol, Door County, Wisconsin, hereinafter known as "Town", both political subdivisions in the State of Wisconsin and County of Door.

WHEREAS the City of Sturgeon Bay, a Wisconsin municipality, located in Door County, Wisconsin has in the past rendered fire protection service to and in the Town of Sevastopol, a township located in Door County, Wisconsin;

AND WHEREAS the City and Town desire to continue an arrangement for the provision of fire protection services by the City of Sturgeon Bay Fire Department to the Town of Sevastopol;

NOW, THEREFORE, based upon the mutual promises and covenants contained herein,
IT IS HEREBY AGREED between the City of Sturgeon Bay and the Town of Sevastopol as follows:

1. Term. During the ~~five~~three-year term of this agreement, January 1, 2024, through December 31, ~~2028~~2026, the City of Sturgeon Bay shall provide fire protection services necessary for and to all properties located in the Town of Sevastopol. This agreement may be renewed for successive terms of one year upon agreement of both parties.
2. Service. The necessity for fire protection services provided hereunder shall be determined by the Sturgeon Bay Fire Chief or the person in charge of the Sturgeon Bay Fire Department at the time of a fire emergency, under the circumstances then and there existing as determined and appraised by him or her, so that all territory being serviced by the Sturgeon Bay Fire Department shall have proper and sufficient service.
3. Fee. The fee to be paid by the Town of Sevastopol for fire protection services for the year 2024 through ~~2028~~2026 will be as follows:

Year	Percent Increase	Base Payment	Mid-Year Increase
2024	1.5%	\$ 394,869	N/A
2025	2.0%	\$ 402,786	N/A
2026			
1-Jan	1.5%	\$ 408,808	
30-Jun	1.5%		\$ 3,066
2027			
1-Jan	1.5%	\$ 418,052	
30-Jun	1.5%		\$ 3,135
2028			
1-Jan	1.5%	\$ 427,505	
30-Jun	1.5%		\$ 3,206

Year	Contract Value
1-Jan-24	\$ 394,869
1-Jan-25	\$ 402,766
1-Jan-26	\$ 408,808
30-Jun-26	\$ 411,874

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4. Payment. Payment from the Town to the City shall be made the first week of each quarter, with payments due the first week of January, first week of April, first week of July, and the first week of October of each year of the contract. The July and October payments shall include the mid-year increase effective June 30 in years 2026, ~~2027, and 2028.~~
5. Insurance. The City of Sturgeon Bay shall be responsible for obtaining and maintaining sufficient property and liability insurance on its fire equipment and on the personnel operating such equipment and defense ~~of~~ ~~thereby protecting the City of Sturgeon Bay and the Town of Sevastopol,~~ from liability claims that may result to said political subdivisions as a result of the provision of fire protection services. The Town must be named as an additional insured on the policies. This ~~provision~~ ~~paragraph~~ is not intended to and does not provide a waiver of any lawful immunity or limitation of damages as provided by Wisconsin Statutes.
6. Application of Equipment and Personnel. In the event of an emergency being serviced by the City of Sturgeon Bay Fire Department, the Sturgeon Bay Fire Chief or their designee at the time of such emergency, shall determine what equipment and manpower is to be utilized at such emergency and shall attempt, to the best of their ability, to give protection to all territory being serviced by the Sturgeon Bay Fire Department under the circumstances then and there existing as determined and appraised by him or her, so that all of the territory being serviced by the Sturgeon Bay Fire Department shall have proper and sufficient service. It is specifically understood by the parties hereto that the City of Sturgeon Bay has similar fire protection services agreements with other political subdivisions in the vicinity of the City of Sturgeon Bay.
7. Other terms. If during the term of this agreement a substantial development such as, but not limited to a: hotel, motel, resort, condominium, single or multifamily home development, nursing and long term care, assisted living, warehouse, animal or agricultural storage building or other building reasonably expected to materially alter the cost of or ability to provide fire protection is approved in the town, then the City and Town agree to reevaluate and negotiate the fee for services in the remaining years of the agreement.

This Agreement is entered as an intergovernmental agreement pursuant to 66.0301, Wis. Stats.

IN WITNESS WHEREOF the City of Sturgeon Bay and the Town of Sevastopol, by the authorized representatives, have caused this Agreement to be signed and sealed by their respective officers.

City of Sturgeon Bay

Dated: _____

By: _____

Dated: _____

By: _____

Town of Sevastopol

Dated: _____

By: _____

Dated: _____

By: _____

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the City Plan Commission, hereby recommend to approve the Final Plat for Geneva Ridge, tax parcel #281-68-18000607B, located at the south end of S. Fulton and S. Geneva Avenues and west of the end of S. Hudson Avenue.

Respectfully submitted:

City Plan Commission

By: David Ward, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Date: November 14, 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

Final Plat – Geneva Ridge

Background: The City of Sturgeon Bay seeks approval of the final plat of Geneva Ridge. The plat creates 21 lots out of 4.92 acres of land. The plat supports the development of 24 single-family homes for the Door County workforce. Three of the lots have already been divided by CSM no. 3676. Lots 4-24 are included in this plat. The subject site is located at the south ends of S. Fulton Ave and S. Geneva Ave, and to the west of S. Hudson Ave. The plat and engineering plans were completed by Stantec.

Workforce Housing – The Geneva Ridge project is an effort by the City to create relatively affordable single-family homes for the County's workforce. The City has a development agreement with JPEJ, LLC to construct homes with a sale price of \$269,900 to \$304,900 with sales limited to employees of Door County-based businesses.

Site Conditions – The existing parcel is a vacant field. North and east of the parcel are single-family homes and two-family homes zoned PUD and R-2. To the west is vacant commercial property, and to the south is vacant land outside of city limits.

Zoning – The subject site is zoned Two-Family Residential (R-3). Single-family homes are permitted in the R-3 district. The setbacks for which are 20 feet from the street, 8 feet from the side, and 25 feet from the rear property line.

Comprehensive Plan – The site is identified for predominantly single-family residential development at a density of up to 8 dwellings per acre under both the current and proposed Long-Range Future Land Use Plan Map. The plat is consistent with the Comprehensive Plan.

Conformance to Approved Preliminary Plat: The preliminary plat was approved by the Plan Commission and Council, subject to correcting the building setbacks and adding necessary easements. The submitted final plat matches the approved preliminary plat and includes the proper easements and building setbacks. The only change of note is that 6-foot utility easements have been added along the south property lines of lots 10 and 20. This easement is to accommodate electric conduit to support potential street lights at the end of South Fulton Avenue and South Geneva Avenue. Those dead-ends are temporary because the streets are intended to eventually extend further to connect with future Yew Street. But, since it is not known how long they will remain as cul-de-sacs, the street lights are recommended.

Civil Plans: The subdivision ordinance requires that all construction plans for the new subdivision be submitted with the final plat. These required plans were drafted by Stantec, the City's contracted engineer for this project. They included sanitary sewer and water extensions, stormwater management, roadway sections, grading and erosion control. All the plans have been reviewed and approved by city staff and Sturgeon Bay Utilities staff. Copies of the most pertinent sheets from the civil plans are included in the agenda packet.

Highlights of the construction plans include:

- underground electrical service running down the rear lot lines of the lots;
- street widths (including curb) being narrowed to 30 feet for Fulton and Geneva Aves (33' for Hudson Ave) compared to the existing roadway width of 36' for those streets;
- sidewalks on one side of the streets;
- temporary "hammerhead" turnarounds at the ends of the streets; and
- to save on blasting the service laterals for sanitary sewer and water are clustered.

Stormwater management is handled by a detention pond in an outlot at the northeast corner of the property. Water will be routed northerly along the street and then easterly via an 8-foot drainage easement along the northern edge of the plat to reach the outlot. The detention pond is proposed to be a "dry" pond, meaning that it will be filled with water only during rain events and then slowly drain down.

Other Required Approvals: In addition to Common Council approval, the final plat requires approval by the State before it can be recorded.

Fiscal Impact: The proposed plat facilitates the Geneva Ridge development, which is being financed by the city through a new tax increment district. The project plan estimates approximately \$1 Million in overall expenses. The development agreement with JPEJ, LLC calls for construction of new single-family homes after the plat is recorded. The property taxes paid on the homes, along with other tax increment from the TID, will be used to recover the City's investment in the project.

Recommendation: The proposed final plat is consistent with the City's Comprehensive Plan, the Official Map, the TID #10 Project Plan, and the signed development agreement with JPEJ, LLC. It also conforms to the approved preliminary plat. Therefore, staff recommends approval of the final plat of Geneva Ridge.

Prepared by: 
Stephanie Servia
Planner/Zoning Administrator

11-9-2023
Date

Prepared by: 
Martin Olejniczak
Community Development Director

11-8-2023
Date

Reviewed by: _____
Chad Shefchik
City Engineer

Date

Reviewed by: _____
Josh Van Lieshout
City Administrator

Date



Geneva Ridge Plat Map



Legend

-  Approx CSM Location
-  Plat Location



RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve Edgewater Resources for waterfront planning for City property along Nautical Drive.

Respectfully submitted,

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: November 14, 2023

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2023.



MEMO

To: Sturgeon Bay Finance Committee
From: Stephanie Servia, Planner/Zoning Administrator
Date: November 8, 2023
Subject: Waterfront Planning for City Property along Nautical Drive.

Background: Previously, the Finance Committee considered a request from the Sail Training Foundation to erect a storage facility on the city-owned waterfront property at the foot of Nautical Drive. There also has been interest in other land uses at that site, including a potential pier to replace the former "E" dock, the potential National Estuarine Research Reserve visitors center, and recreational facilities. The Finance Committee decided that the overall programming and improvements at the site should be considered and authorized staff to seek consultant bids for planning work.

Edgewater Resources submitted a proposal to create a master plan and renderings for the overall property including the Sturgeon Bay Yacht Club leased area located at 600 Nautical Drive, the former "E" dock area and the area surrounding parcel #281-64-76000821. The main improvements that have been discussed with Edgewater includes making needed structural repairs to the dock wall, building a new pavilion structure for the Sail Training Foundation for boat storage and instruction spaces, potential trail connections, and work to generally beautify the site. There are many different uses/ stakeholders for this site such as the Sturgeon Bay Yacht Club, the Sail Training Foundation, surrounding neighbors (both commercial and residential), Sturgeon Bay Utilities, as well as fishermen and the Public Works Department to the city's nearby waterweed harvesting drop off site.

Edgewater proposes to conduct a multi-day workshop tentatively planned for December 11-13. This three-day workshop will involve gathering input from local stakeholders regarding how the site is used and what improvements are needed. During the workshop additional improvements may be determined based on the stakeholders needs. By the end of the workshop there will be initial concept plans for the city to review.

Fiscal Impact: The total estimated fiscal impact for Edgewater Resource's services is \$20,800. The money for this project has already been included in the budget for 2024.

Options:

- 1) Approve the proposal with Edgewater Resources.
- 2) Negotiate alternative terms for the proposal.
- 3) Reject the proposal.

Recommendation: Approve the proposal from Edgewater Resources as submitted.

September 6, 2023

Joshua J. Van Lieshout
Administrator
City of Sturgeon Bay

Subject: City of Sturgeon Bay Waterfront Improvements at Yacht Club Property

Dear Mr. Van Lieshout:

Thank you for taking the time to reach out to discuss site improvements and a new structure at the City-owned property adjacent to the Yacht Club in Sturgeon Bay. I appreciate you taking time out of your day to discuss your vision for the project, and for the opportunity to submit this proposal to explore the possibilities for improving functionality and programming of the site and supporting the Sail Training Foundation with expanded instruction and boat storage space.

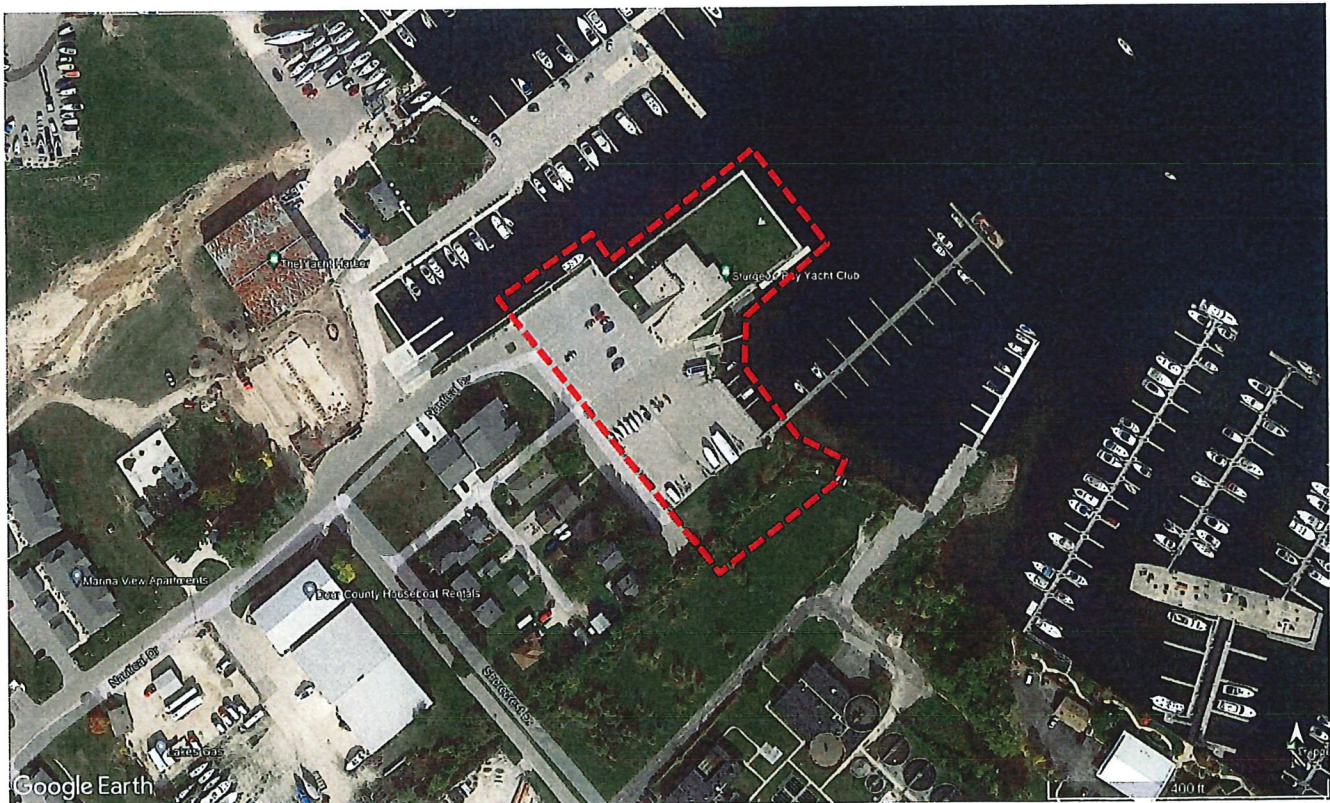


Figure 1: Approximate Project Boundary



In order for us to make the most efficient use of available schedule and budget, I'd like to suggest we develop concept plans through a multi-day workshop in Sturgeon Bay. The goal of this workshop would be to work collaboratively with City representatives over several days to create a vision for the proposed improvements and associated landside elements, and work with key project stakeholders, project neighbors, and the public to gain community support for the project. We propose a three-day onsite workshop, where all participants work together in an accelerated process without the normal interruptions that delay the creative process. We have found that this approach is a very efficient and effective way to generate a broad range of ideas and alternatives, and then clarify, refine, and combine the best of them to create a vision for further development.

As a lifelong boater and lead designer of dozens of waterfront projects ranging from initial physical and financial feasibility to design, engineering, construction, and operations, I will work with you and your team to facilitate the design process. Additionally, as a development partner in high-quality waterfront resort and marina projects, I will work with you to help ensure the project vision is also economically viable. At the conclusion of this workshop, we will have a much better idea of the direction for the project, and how best to engage any relevant regulatory agencies.

SCOPE OF SERVICES

Our scope of work is organized into three phases, including pre-charrette data collection, the charrette workshop itself, and post-charrette follow through.

Task One – Pre-Charrette Data Collection

Edgewater Resources will supplement our Google Earth aerials by gathering supplemental base data (if available) from you, including:

- Site survey, bathymetry, property boundaries, and topography
- Existing site utility infrastructure mapping
- Soil borings and geotechnical analyses
- Existing plans, permits, and technical drawings
- Market studies, programming, and other relevant development studies
- Environmental studies
- Relevant local zoning and/or planning documents
- Sail Training Foundation programming data
- Your program goals, such as proposed waterside and landside program elements

Edgewater Resources will compile this information and prepare a preliminary analysis of development conditions. This information will be incorporated into project base maps that will enable the whole team to easily comprehend the overall project's characteristics and attributes, as well as provide a basis for our planning effort.

Task Two – Design Charrette

Edgewater Resources will facilitate a three-day design charrette held on site at the Sturgeon Bay Yacht Club or another nearby location. Our proposed agenda would begin on the afternoon of Day 1 with a site walk with project steering committee and a follow-up meeting to review the site inventory data, proposed program, and development goals. We would also review aspirational and precedent imagery from similar projects and help our teams arrive at a common understanding of the desired character and vision for the project.



On day two, we will meet in a number of one-hour sessions with key project stakeholders and the local representatives of involved agencies to better understand their goals and expectations, and how we can best frame the project to achieve established goals. On the evening of day two, we will then host a public open house to meet with members of the community interested in sharing their thoughts and ideas for the future of this portion of the Sturgeon Bay waterfront. This session would double as a listening/visioning session where we encourage input from meeting attendees, and also serve as an initial work session where we start sketching conceptual level ideas for site organization and programming improvements.

On day three, we will then develop initial sketches and prepare two or three concept plan diagrams that illustrate and explore alternative strategies to achieve the program goals. These alternative concept diagrams will illustrate the proposed organization and layout of the program elements defined above, outline site vehicular and pedestrian circulation, and functional use diagrams for operational and back of house requirements. These initial concept plans will then be refined through an iterative series of collaborative reviews with your team, resulting in the refinement of the concept ideas from several alternate strategies to a single consensus master plan incorporating the best combination of project elements by the end of the charrette. We propose to include architect Michelle Rumsa via online conference in the third day work session of this process, in order to provide initial thoughts on Sail Foundation building program, layout, and aesthetic requirements.

Task Three – Post-Charrette Services

Upon completion of the three-day charrette, Edgewater Resources will prepare a summary report compiling the efforts of the charrette process, which will document the program, vision, alternatives analysis, and collaborative process culminating in the preferred consensus master plan. This effort will provide a record of the process which is often useful in communicating the decisions and rationale that guided the development of the plan to other stakeholders who may not have participated in the charrette. Concept-level architectural renderings will be provided to guide the vision of a new Sail Foundation structure. This summary will also include an outline of necessary next steps to begin implementation of the master plan, such as permitting, preliminary engineering, etc.

If desired, Edgewater Resources can advance the process farther through the completion of the following:

- 3D visual simulations and/or fly through videos
- Refined Illustrative Plan, Section, and/or Character Sketch Renderings
- Detailed Cost Estimates
- Initial Revenue and Operational Expense Projections to Facilitate the Financial Feasibility Analysis for the Land and/or Marina Program Elements
- Preliminary Engineering Studies, Surveys, and/or other Technical Investigations (Geotechnical, Environmental, etc)
- Grant Analysis and Funding Strategies

SCHEDULE

We are ready to begin the Task One Data Collection services in early October, followed by the charrette in October or November, depending on your schedule. We will outline specific tasks, budgets, and a schedule for completion of Task Three Post Charrette services within two weeks of the completion of the charrette.



FEES

We propose to complete the services outlined above on a lump sum basis as outlined below, excluding customary reimbursable expenses for travel and printing, which will be reimbursed at the cost incurred with no additional mark-up per our standard terms and conditions attached.

Task One – Pre Charrette Data Collection:	\$ 2,800
Task Two – Design Charrette:	\$12,200
Task Three – Post Charrette Services:	\$ 5,800
Task Four – Optional Services:	\$ TBD Upon Request
TOTAL	\$20,800

Reimbursable Expense Budget: \$ 1,800

We very much appreciate the opportunity to submit this proposal for your consideration and look forward to the working with you. If you find the proposal and the attached terms and conditions acceptable, your signature below will serve as our notice to proceed.

Sincerely,

Gregory J Weykamp, ASLA, LEED AP BD+C
President | Principal

Attachment: General Terms and Conditions

APPROVED and ACCEPTED this _____ day of _____, 2023

Signature: _____

TITLE	RATE
Principal	\$230.00
Senior Architect	\$184.00
Senior Engineer	\$184.00
PM Engineer	\$160.00
PM Landscape Architect	\$160.00
Surveyor/Hydrographer	\$160.00
Project Engineer	\$146.00
Project Landscape Designer	\$146.00
Market Analyst	\$136.00
Staff Engineer	\$136.00
Staff Landscape Designer	\$136.00
Junior Engineer/EIT	\$120.00
Project Administration	\$104.00
Intern	\$100.00

2023 Fee Schedule



GREGORY WEYKAMP

ASLA, LEED AP
PRESIDENT | PRINCIPAL

Greg Weykamp has over thirty-one years of experience in the planning and design of the public realm, with an emphasis on implementation of sustainable built landscapes and urban waterfront environments. His project experience spans waterfront parks, marinas, master planned communities, urban revitalization, streetscapes, parks and recreation facilities, medical and university campuses, and military installations.

EDUCATION

Bachelor of Landscape Architecture
Michigan State University, 1992

REGISTRATIONS

Registered Landscape Architect
State of Illinois
State of Indiana
State of Michigan
State of Ohio
State of New York
State of Wisconsin
CLARB Certified
Council of Landscape Architecture
Registration Boards
LEED Accredited Professional Building
Design & Construction

HONORS & AWARDS

Great Lakes Sea Grant Network "Great Lakes Outreach Programming Award,"
Sustainable Small Harbors Project
2013 President's Award, American Society of Landscape Architects, Illinois Chapter,
31st Street Harbor, Chicago, Illinois
ISS Fabien Cousteau Blue Award
31st Street Harbor, Chicago, Illinois
AIA Chicago SustainABILITY Leadership

CAROLINE BAY MARINA

Caroline Bay Marina is a luxury marina on the south side of Morgan's Point in Southampton, Bermuda. The facility features floating concrete wave attenuators protecting aluminum-framed floating docks on the interior with concrete floats and high-end furnishings. The facility can accommodate 100+ vessels and caters to 200' superyachts with its Mediterranean-style mooring system for large vessels. In addition, the \$7M marina facility required coordination and integration with an adjacent \$200M upland development including utility, pedestrian, and structural connections between the two projects with teams of other consultants.

ANGUILLA SUPERYACHT TOURISM MASTER PLAN

Edgewater Resources was asked by the Government of Anguilla to explore the feasibility of creating a megayacht marina tourism industry plan for the entire country. In order to fully assess the feasibility of building megayacht marinas in Anguilla, Edgewater conducted research and developed recommendations based in the following areas: Marina Market Analysis, Site Analysis and Evaluations for all Five sites: Environmental Summary, Wildlife Summary, Sea Level Rise, and Development Economics. Following completion of the Feasibility Study, Edgewater was subsequently contracted by the Government of Anguilla to lead the development and investor efforts of the approved marina locations to bring a new industry to the island of Anguilla. As Principal in Charge, Mr. Weykamp led the design and planning aspects of the project.

BELIZE WATERFRONT DEVELOPMENT

This private Eco-Resort and Marina is located on the Placencia Peninsula in Southern Belize, Central America. Edgewater Resources was engaged to re-position and develop the 650-acre site, which features a mile long sandy beach on the Caribbean Sea. The project includes 34 Ocean front home sites, 48 Ocean front Condos and 24 Marina Condos. The Resort will feature a 96-slip marina, with direct access to the Caribbean Sea. Phase II of the project plans for a boutique hotel along with three additional mid-rise buildings and additional marina condominiums. In addition to carving out 500 acres dedicated as a nature preserve, Edgewater Resources has carefully planned and integrated the landscape to create a residential community nestled within the native habitat of coastal Belize. As Principal in Charge, Mr. Weykamp led the design and planning of all aspects of the project.

31ST STREET HARBOR

Mr. Weykamp served as the Principal in Charge, leading the combined design and engineering team in the development of a new 1000-slip harbor for the Chicago Park District. Design included a green roof

GREGORY WEYKAMP

ASLA, LEED AP

Merit Award, 2012, 31st Street Harbor
First Place, Engineering News Record
Midwest "Best Projects" 2012,
31st Street Harbor
Design Evanston Urban Design Award 2010
Evanston Lakefront Master Plan
Air Force Design Award, Planning / Design
Guidelines Category, Misawa AB, 2005
Merit Award for Research, Summer Student
Program 2001, Colorado Chapter
ASLA, 2001
Merit Award for Planning, Great Plains
Chapter American Society of Landscape
Architecture, Omaha City Parks Master
Plan, 1999
National APA Honor Award, GASLA
Merit Award,
Georgia APA Honor Award: Gateway to
Coastal Georgia
Award of Excellence, Atlanta Urban Design
Commission: Centennial Olympic Park
GASLA Honor Award, University of
Arkansas, Pine Bluffs
Award of Excellence, Atlanta Urban Design
Commission: John Wesley Dobbs Plaza
Graphics published in Landscape
Architecture Magazine, August 1996
Graphics published in Landscape Australia
Magazine, Issue 2, 1998
Port of Rochester Marina, Project of the
Year, Transportation by the American Public
Works Association, New York Chapter
Holland Civic Center, Honor Award
2019 Building Award, George & Lucile
Heeringa Civic Center, Holland, Michigan

covered parking area providing heated winter boat storage below and expanded park space above. Additionally, the marina project was leveraged to create a new regional destination play area and a new 1.5-acre park space offshore in Lake Michigan, providing views of the Chicago skyline. Key elements include improved pedestrian and bicycle safety by realigning the Lakefront Trail and the integration of extensive sustainable design strategies including green roof covered parking, bioswales, bio-infiltration, materials selection, habitat creation, alternative energy generation, boat wash, and LEED Certified structures.

CHICAGO GATEWAY HARBOR

While with EDAW AECOM, Mr. Weykamp led the combined design and engineering team in the development of a new 250-slip destination harbor for the Chicago Park District. Located adjacent to Navy Pier, the new \$55 million harbor project will reconstruct the historic Dime Pier structure and create a new publicly accessible pier providing views of the Chicago skyline. Key elements include improved pedestrian and bicycle connectivity to downtown Chicago and integration of extensive sustainable design strategies including reuse of existing structures, materials selection, habitat creation, alternative energy generation, and LEED Certified structures.

RENARD ISLAND MASTER PLAN

The Renard Island Master Plan transforms an inaccessible facility into a vibrant waterfront park that will become the centerpiece of a revitalized Green Bay waterfront. A primary goal of the plan is to create revenue generating facilities that will drive sufficient funding to construct the public park improvements, which was accomplished through a variety of elements including a marina, waterfront entertainment district, and adjacent landside developments. Mr. Weykamp was responsible for the overall financial feasibility and development economics for the project, as well as the design of the marina and waterfront entertainment district.

ADELAIDE POINTE MARINA AND WATERFRONT DEVELOPMENT

The Adelaide Pointe project includes a 200-slip marina, 400 units of mixed use residential, commercial, and hospitality program elements. Services included comprehensive master planning, permitting, entitlements, coastal engineering, marine engineering and marina design, upland civil engineering, landscape architecture, survey, and architecture. Edgewater Resources served as the lead design, planning, and engineering consultant for the project.

MDNR STATEWIDE FACILITIES ASSESSMENT – HARBORS, BOATING ACCESS SITES, LOCK & DAM FACILITIES

This project includes the assessment of 82 state and grant-in-aid funded harbors, over 200 boating access sites, and two lock and dam facilities, with the goal of documenting existing conditions, quantifying infrastructure, and establishing program level cost estimates for immediate and long-term improvements. This effort identified priorities and strategies for capital improvements and deployment of limited resources to best effect for the residents and visitors to the State of Michigan's recreational boating facilities.



SUZANNE FROMSON

LEED AP
L.A. | PROJECT MANAGER

Suzanne Fromson has 20+ years experience managing a wide range of projects including community and site master planning, restoration and resource management plans, parks and recreation design and administration, and urban design. Her public collaboration skill, design creativity, construction knowledge, and management of project schedules and budgets make her an integral player in the planning, design, and implementation process.

EDUCATION

Bachelor of Landscape Architecture
Michigan State University, 2000

REGISTRATIONS

Michigan Landscape Architect, 2005
Registration #3901001553

CERTIFICATIONS

LEED (Leadership in Energy and
Environmental Design), 2003
GBCI #0011006946

TEACHING EXPERIENCE

Graphics for Landscape Designers at
The George Washington University,
Washington, D.C.

Landscape Graphics at Front Range
Community College, Westminster,
Colorado

ST. JOSEPH PARKS AND RECREATION MASTER PLAN

The St. Joseph Parks and Recreation Master Plan 2021-2025 update is a five-year strategic plan that builds on past planning efforts while incorporating public input and stakeholder insight to assess current parks and address needs into the future. This Plan addresses parks as part of an overall green infrastructure network that includes trails, sidewalks, open spaces, and waterways. Universal and equitable distribution and access, regardless of age, income level, or physical limitations, is a guiding principle of this Plan. Suzanne managed all aspects of preparation for this Plan, from initial inventory and public outreach to final document production and submittal to MDNR.

BELLE ISLE TRAILHEAD AND LOOP TRAIL

Edgewater Resources was retained by the Michigan Department of Technology, Management & Budget to design and implement the Belle Isle Trailhead and Loop Trail. The Trailhead is a hiker and cyclist-friendly facility that serves as the southern terminus of Michigan's 2,000+ mile Iron Belle Trail. The project includes a new restroom building, a parking lot with a bioswale rain garden, and public art. The Loop Trail includes the engineering of approximately 6 miles of non-motorized trail, also part of the Iron Belle Trail system. The project required extensive permitting and stakeholder communication and coordination. Suzanne led the Edgewater team in all phases of work from the production of concept graphics through construction drawings and construction administration.

CITY OF HOLLAND PARKS & RECREATION MASTER PLAN

The City of Holland Comprehensive Parks and Recreation Master Plan is a five-year strategic plan addressing the long-term economic, social, and environmental sustainability of the City of Holland. While serving as Project Manager, Suzanne assisted with all required project elements of the City's roughly 500-acre park system. This included incorporating community input, defining strategies for meeting future park programming and development, and meeting all State of Michigan requirements for long-term park planning to maintain eligibility for grant funding.

HOLLAND CIVIC CENTER PLACE REDEVELOPMENT

The City of Holland engaged the team of engineers, planners, and landscape architects at Edgewater Resources to facilitate the redevelopment of the Holland Civic Center. Additional team members include Holland-based Livable Community by Design and GMB Architects and Engineers, along with Walker Parking Consultants and Project for Public Spaces. The project includes the design and redevelopment of the Civic Center Building and the surrounding city block. This project aimed to renovate the 60-year-old Civic Center, Holland's historic center of recreational and cultural activity, while strengthening the physical connection of downtown Holland to the Lake Macatawa waterfront. Suzanne was involved with all aspects of the project and was the project manager for the construction phase of work.



Michelle has more than 21 years of architectural design experience. Her projects include residential, hospitality, commercial clients for both new construction and renovation. She is experienced in all phases of architectural design with extensive experience in building codes, zoning ordinances, barrier free and energy code compliance, municipal text amendments, and developing residential deed and covenant design guidelines. She is an advocate for appropriate design solutions to meet each unique client need and budget.

EDUCATION

Master of Architecture
University of Illinois, Champaign-Urbana,
1993
L'Ecole de Architecture et d'Urbanism de
Versailles 1991
Bachelor of Fine Arts - Scene Design,
Technical Theatre and Piano minor
Central Michigan University, 1984

REGISTRATIONS

Registered Architect:
State of Michigan
State of New York
NCARB registered
Association of Licensed Architects

PROFESSIONAL AFFILIATIONS

Harbor Habitat for Humanity - Architect
St Joseph Public Schools Foundation –
Board Member
Berrien Artists Guild/Box Factory for the
Arts – Board Member

MICHELLE RUMSA

RA, NCARB, ALA
PROJECT MANAGER | ARCHITECT

MICHIGAN MARITIME MUSEUM HERITAGE CENTER

Edgewater Resources was retained to develop the first phase of a campus-wide Master Plan for the Michigan Maritime Museum in South Haven, MI. Michelle led our team as project manager and principal architect. The scope of work included architecture, civil and marina engineers, and landscape architects, with improvements to parking, site utilities, landscape design, marina, and public waterfront access. A new 17,000 sf, two-story Heritage Center building replaced the small visitors center with accommodations for exhibits, education, research, and several event and meeting spaces. The Heritage Center was completed in July 2022

INN AT HARBOR SHORES

Michelle was the architect of record for a 124,000-sf, nine-story hotel with 92 hotel rooms, 14 penthouse condominiums, a full-service restaurant, a 1,900-sf luxury spa, indoor and outdoor pools, several event spaces for up to 400 guests, and a 9th-floor rooftop deck. Significant priorities were maximizing natural views; Storytelling through form, character, color, and the integration of art and sustainable design strategies in a coastal shingle-style building. The interior design compliments the adjacent Harbor Shores Golf Resort and other residential properties at Harbor Shores. This Design-Build team collaboration took 11 months of planning and 13 months of construction. Completed in May 2014

LEXINGTON STATE HARBOR, HARBOR MASTER BUILDING.

The state of Michigan retained Edgewater Resources to develop a Master Plan for the Lexington State Harbor. Included in the master plan was the renovation and addition to the Marina Bath House. Michelle provided design services for the interior renovation of the 1,754-sf restroom and shower building a new construction addition. The proposed 700 sf south addition includes a new boater's lounge, staff office, breakroom, and a covered porch overlooking the marina. The total project updated the building for ADA accessibility compliance and the Michigan Uniform Energy Code requirements, Completed in November 2022

HOLLAND STATE PARK, BEACH HOUSE RENOVATION

Michelle developed new Interior designs and renovation strategies for the public changing and restroom areas of the 7,880 sf facilities on the beach in Holland State Park. The program includes the transformation of the south changing rooms into a full restroom facility and the replacement of all fixtures in the north restrooms. All facilities were made ADA-compliant. New outdoor shower towers with showers, foot washes, and drinking fountains were installed in two locations on the beach. Completion June 2022

General Area of Proposed Waterfront Planning



Parcel #281-64-76000821

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the fourth amendment to the Granary development agreement as presented.

Respectfully submitted,

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: November 14, 2023

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2023.



City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI 54235
jvanlieshout@sturgeonbaywi.org

Joshua J. Van Lieshout
City Administrator

920-746-6905 (Voice)
920-746-2905 (Fax)

Memorandum

To: Finance Purchasing and Building Committee

From: Josh Van Lieshout, Administrator 

Re: Fourth Amendment to Granary Development Agreement

Date: November 7, 2023

Discussion: Coming before the Finance Purchasing and Building Committee is a proposed fourth amendment to the development agreement for the redevelopment of the former Teweles and Brandeis Grain Elevator.

- This project, initially approved by the Common Council in April of 2019 required the redevelopment of the grain elevator to be restored to a public use and then transferred to the City for ownership. Substantial completion of the project was to have occurred by June 1, 2021.
- The first amendment to the development agreement was approved in March of 2020. The first amendment called for ownership of the grain elevator to be retained by Sturgeon Bay Historical Society Foundation and extended substantial completion of the project to June 1, 2022.
- The second amendment to the development agreement was approved in December of 2020. This amendment acknowledged modification of the Lakebed Sublease, updated the plans, and established a fire access easement. The completion date remained unchanged.
- The third amendment to the development agreement was approved in May of 2022, the principal feature was an extension of time for SBHSF to complete the project, moving the date for substantial completion from June 1, 2022 to April 30, 2023.

This, fourth amendment does a number of things:

- Moves the substantial completion date to July 31, 2024.
- Requires the submission and approval of the final plans
- Acknowledges the accomplishments to date for the both the City and Developer.
- Forgoes default remedies available to SBHSF, should SBHSF fail to comply with the terms of the agreement if they do not meet the completion date
- Requires SBHSF to pay for approximately \$30,000 of the cost for the City to install additional public improvements (i.e. the central walkway). These funds to be taken

from the reserve account that was otherwise to be returned to SBHSF upon completion of the project.

- Provides for direct participation by City staff in pre-construction meetings
- Requires the City to complete the central walkway by July 31, 2024.
- Includes construction by the City of the portion of the fire access driveway that is on City property outside of the SBHSF lease area. in the construction of the planned public parking lot.

Fiscal Impact: Favorable, in light of SBHSF's good faith support of the central walkway cost changes. Costs to include the fire access lane are minimal, as the City is required to construct a public parking lot to serve the WWP project. The parking lot entrance and fire access lane are

Options:

1. With specific parameters, direct staff to continue negotiation.
2. Approve as presented.
3. Approve with modifications.
4. Take other action.

Recommendation:

Approve the amendment as presented.

FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment") is made as of the ____ day of _____, 2023, between the CITY OF STURGEON BAY (the "City") and STURGEON BAY HISTORICAL SOCIETY FOUNDATION, INC. ("SBHSF"). The City and SBHSF may be individually referred to as "Party" and collectively referred to as "Parties".

RECITALS

A. On July 22, 2019, the Parties entered into a Development Agreement setting forth the terms by which SBHSF will restore the Granary (as defined therein) for public use according to the terms of the Agreement and the Lakebed Sublease between the Parties dated October 6, 2020, as amended by the First Amendment to Lakebed Sublease dated January 4, 2022 (the "Project").

B. On March 16, 2020, the Parties executed a First Amendment to Development Agreement which modified certain terms and exhibits of the Agreement. The Parties subsequently executed a Second Amendment to Development Agreement dated October 20, 2020, and Third Amendment to Development Agreement dated May 3, 2022, which collectively modified the terms, conditions and exhibits of the Agreement and extended the deadline for project completion to April 30, 2023. The Development Agreement, as amended by the foregoing amendments, is referred to herein as the "Agreement". Capitalized terms used in this Fourth Amendment shall have the meaning given to them in the Agreement, except as otherwise defined herein.

C. SBHSF has completed certain conditions precedent to commencement of construction on the Project as specified in the Agreement, including execution of the Lakebed Sublease, as amended; transportation of the Granary to the Project Site; and placement of the Granary upon a foundation sufficient to support it pursuant to Wisconsin Department of Natural Resources and other permits and approvals.

D. The City has performed the obligations of the Agreement including the installation of sanitary sewer, potable water and fire suppression laterals to the Granary

D. SBHSF has submitted plans to the City for the repair and restoration of the foundation and structural integrity of the Granary and for compliance with applicable codes for public use, including the addition of public restrooms and catering kitchen facilities. Following review by the State Historic Preservation Office, SBHSF will submit revised plans confirming to the minimum scope restoration and additions described in the attached, third amended Exhibit E (the "Project").

E. SBHSF has delivered a copy of the Pledge Agreement confirming that the Door County Community Foundation ("DCCF") has made a grant to SBHS of \$1,250,000 and that such funds, less amounts spent to date on Project expenses, are available to SBHS to complete the Project and address any other of its obligations or rights under this Agreement.

F. The City has received confirmation from DCCF of the establishment and availability of a fund in the principal amount of \$130,000 to support the maintenance and operation of the Granary when completed (the “O&M Fund”) or, if SBHSF defaults before the Project is completed, to remove the Granary from the site upon which it is then located and restore that site to the substantially the condition it was in before commencement of the Project. The Parties agree that monies from this fund may be used to reimburse the City for certain increased construction costs for the Waterfront Promenade central walkway as set forth herein.

G. On September 27, 2023, the United States Department of Agriculture certified its obligation to fund a the award of a grant to SBHSF in the amount of \$3.3 million under the USDA Community Facilities Grant program, to be used exclusively for the Project (the “USDA Grant”). In consideration of the obligation of federal funds for the Project, the financial strength and responsibility of SBHSF’s general contractor and additional terms and conditions set forth in this Amendment, the City has agreed to forego SBHSF’s bonding obligations and to extend the Project deadline in the Agreement.

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

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

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

3. Amendments. The provisions corresponding to the section numbers referred to below shall be amended and supplemented as follows:

3.1. References to the “second amended Exhibit E” in Sections 1(b), 1(e) and 1(q) are hereby amended to state “**third** amended Exhibit E,” attached hereto and referenced above in Recital D.

3.2 Section 1() is amended to state:

In addition SBHSF shall present revised plans consistent with third amended Exhibit E to Aesthetic Design and Site Plan Review Board for review and approval within 30 days of this Amendment,

3.2. Section 1(h) is amended to state:

(h) Project Budget. Within 30 days of approval of the Plans, SBHSF shall have submitted to the City ~~and the Property Committee~~ a budget for the Project that sets forth in detail all “hard and soft” costs ~~of the Project, to be incurred by SBHSF from the date of this Amendment through Project completion including the cost to amend the Remediation Plan and implement any~~

~~required changes and contains a minimum of 10% cost overrun contingency. The Property Committee shall review the budget within 30 days of receipt to determine if the costs of the Project as budgeted are likely to exceed~~ **SBHSF shall certify that the Project Budget does not exceed** the amounts available under the pledge agreement **and the USDA Grant.** ~~If the Property Committee determines the amount is or is likely to be exceeded the City may send notice of default to SBHSF and the default provisions of this Agreement shall apply except that the time allowed for cure will be extended to 90 days to permit SBH an opportunity to raise additional funds to cure the default.~~

3.2. Section 3(b) of the Agreement is amended to state:

(b) Completion of Project. The Project shall be substantially completed in compliance with the Plans no later than ~~April 30, 2023~~ **July 31, 2024.** **Notwithstanding anything to the contrary in Section 10(a) of the Agreement, SBHSF's default under this Section 3(b) shall not be subject to notice and an opportunity to cure and the City may proceed immediately to exercise any of its remedies under Section 10(c).** Substantial completion shall be deemed to have occurred when an occupancy or other appropriate use permit has been issued by the City. Outstanding minor "punchlist" items shall not prevent issuance of such permits.

3.3. Section 4(e) of the Agreement is amended to state:

(e) Reports, Information and City Inspections. ~~Upon commencement of the Project, SBHSF shall provide updates monthly and as more frequently requested by the City concerning the progress of the Project and any issues having a material effect on the Project. notify the City Administrator and Community Development Director ("City Staff") in writing of all scheduled monthly construction meetings between SBHSF and the general contractor and facilitate City Staff's attendance and participation at such meetings. Upon the City's request, SBHSF shall provide verbal or written status reports and responses to requests for information concerning the Project. City Staff shall notify SBHSF of any West Waterfront construction coordination meetings and provide an opportunity for SBHSF, its consultants and contractors to participate in such coordination meetings. No later than sixty (60) days from the effective date of the Third Amendment, SBHSF shall provide the Common Council or its designee with copies of ordering documents for known long lead time construction items. Commencing on June 1, 2022 and ending April 1, 2023, SBHSF will provide monthly updates at one of the regularly scheduled City of Sturgeon Bay Common Council meetings to include:~~

~~———(1) An updated Project construction schedule~~

———(2) A list of Project milestones completed in the previous month

The City may come upon the Project Site at any time the City deems appropriate for the purpose of inspecting the Project and investigating its status and any matters that may affect the Project. The City shall endeavor to give advance notice of any such inspection to SBHSF, which may be verbal notice, but the failure to give such notice shall not preclude the City from making any such inspection. The City may also discuss the status of construction with SBHSF's general contractor and any subcontractor, consultant or material supplier for the Project, provided that SBHSF's construction manager is present for such discussions.

3.4 Section 6 of the Agreement is created to state:

6. Waterfront Promenade Central Walkway.

(a) On or before July 31, 2024, the City shall complete construction of a paved walkway between the Door County Maritime Museum ("**DCMM**") and the northwest side of the Granary extending from the Waterfront Promenade to the southern edge of the Fire Access shown in the attached Third Amended Exhibit E (the "**Central Walkway**"). As part of the Central Walkway, the City shall construct a paved access and curb cut between the public parking lot serving the DCMM of sufficient size and construction to provide fire truck access between the parking lot and the Fire Access.

(b) Upon receipt of an occupancy permit for the Granary, SBHSF shall reimburse the City from the O&M Fund the lesser of: (a) the sum of \$29,150.00 or (b) the actual cost to the City of the construction of the Central Walkway to the specifications set forth in the City's bid option for a central walkway opened on August 11, 2020, less \$50,343.00.

(c) The Parties anticipate that SBHSF will apply for a grant from the Door County Community Investment Fund ("**CIF**") to cover the cost of reimbursement as required by sub. (b) above. The City Administrator shall provide a letter in support of SBHSF's grant application and the City shall cooperate in all other respects to support the award of a CIF grant.

(d) The City acknowledges that construction of the Walkway to connect the DCMM parking lot to the Fire Access Easement is required for SBHSF's receipt of an occupancy permit. Accordingly the deadline for completion of the Project in Section 3(b) shall be extended on a day-for-day basis for each day the completion of the Central Walkway is delayed beyond July 31, 2024.

(e) The City shall grant SBHSF a non-exclusive easement over and across the Central Walkway solely for ingress and egress to

the Granary. SBHSF shall not permit construction equipment and vehicles to access or to remain upon the Central Walkway and shall be liable to the City for the cost of repairing any damage to the Central Walkway caused by any of the Project contractors or subcontractors.

(f) SBHSF's agreement to reimburse the City is not an admission of fault on the part of SBHSF for the delay in construction of the Central Walkway.

3.5. Sections 6 through 11 of the Agreement are renumbered Sections 7 through 12.

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

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

7. Further Amendment; Correction of Errors. The Parties contemplate further amendment to the Agreement upon the City's approval of plans for additional development on the West Waterfront of Sturgeon Bay in the vicinity of the Project, including but not limited to to the construction, access and other easements for the benefit of the Granary. Obvious errors in the Agreement or this Amendment shall be corrected promptly upon request of either of the Parties.

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

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

[Signature pages and amended exhibit follow.]

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

CITY OF STURGEON BAY

By: _____
David J. Ward, Mayor

By: _____
Stephanie Reinhardt, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN :
: SS.
COUNTY OF DOOR :

Personally came before me this ____ day of _____, 2023, the above-named David J. Ward, the mayor of the City of Sturgeon Bay, to me known to be the mayor of that city and the person who executed the foregoing instrument and acknowledged the same as the act of that city by its authority.

*

Notary Public, State of Wisconsin
My Commission: _____

STATE OF WISCONSIN :
: SS.
COUNTY OF DOOR :

Personally came before me this ____ day of _____, 2023, the above-named Stephanie Reinhardt, the clerk of the City of Sturgeon Bay, to me known to be the clerk of that city and the person who executed the foregoing instrument and acknowledged the same as the act of that city by its authority.

*

Notary Public, State of Wisconsin
My Commission: _____

STATE OF WISCONSIN :
: SS.
COUNTY OF DOOR :

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

By: _____
Laurel Hauser, President

ACKNOWLEDGMENT

STATE OF WISCONSIN :
: SS.
COUNTY OF DOOR :

Personally came before me this ____ day of _____, 2023, the above-named Laurel Hauser, as President of the Sturgeon Bay Historical Society Foundation, Inc., a Wisconsin non-stock corporation, to me known to be the President of that corporation and the person who executed the foregoing instrument and acknowledged the same as the act of that corporation by its authority.

*

Notary Public, State of Wisconsin

My Commission: _____

THIRD AMENDED EXHIBIT E
SUMMARY MINIMUM PROJECT SCOPE & RENDERINGS

BOSTON
2 Bradley Street, Suite S-10
Somerville, MA 02145 USA
t: 617.718.0741

MIAMI
5731 SW 53 Terrace
Miami, FL 33155 USA
t: 305.310.4705

MILWAUKEE
PO Box 510076
Milwaukee, WI 53203-0021 USA
t: 414.687.7038

LA DALLMAN

www.ladallman.com

Amended Exhibit E: October 19, 2023

October 13, 2020

EXHIBIT E

TEWELES and BRANDEIS GRANARY: SUMMARY MINIMUM PROJECT SCOPE

Following is a summary of the minimum project scope planned for the Teweles and Brandeis Granary Project.

The following work has been completed since the October 13, 2020 version of Exhibit E was issued:

- Install new piles and new concrete pile caps, grade beams and structural floor slabs for Granary to be returned to its original location, and to support the new Granary Addition immediately adjacent.
- Install new methane venting system and vapor barrier beneath structural slabs.
- Install restored Granary ground floor columns and any necessary additional shear walls and structural supports.
- Reposition original Granary bin walls and head house structure on supporting structure noted above.
- Temporary infill walls and Tyvek sheathing

The following minimum project scope work remaining for the project includes:

- New one-story Addition, including prep kitchen, mechanical equipment, storage, and two restroom(s) including one restroom that is accessible to the public from the exterior.
- New windows, doors, lighting, electrical, plumbing, HVAC, sprinkler system and interior finishes as necessary for public access and use of the renovated Granary and Addition.
- New polished concrete finished floor slabs in Granary and Addition.
- Addition to be heated and cooled for year-round use, Granary seasonal use only, no heating or cooling.
- New and/or repaired roofing and cladding for the existing Granary and new Addition.
- New windows on the upper level to replace missing original windows.
- Entry ramp(s) and landscaping within the Maintenance Easement of the Granary.
- Rain gardens to collect runoff from Granary perimeter drainage strip and Addition roof drains.
- Fire Access Easement along south edge of Maintenance Easement, to accommodate emergency vehicles.

See attached drawings for reference:

- Exhibit E1: Rendered Site Plan
- Exhibit E2: Site Plan
- Exhibit E3: Rendered Exterior Elevations

Respectfully Submitted,
James Dallman AIA
LA DALLMAN Architects Inc.

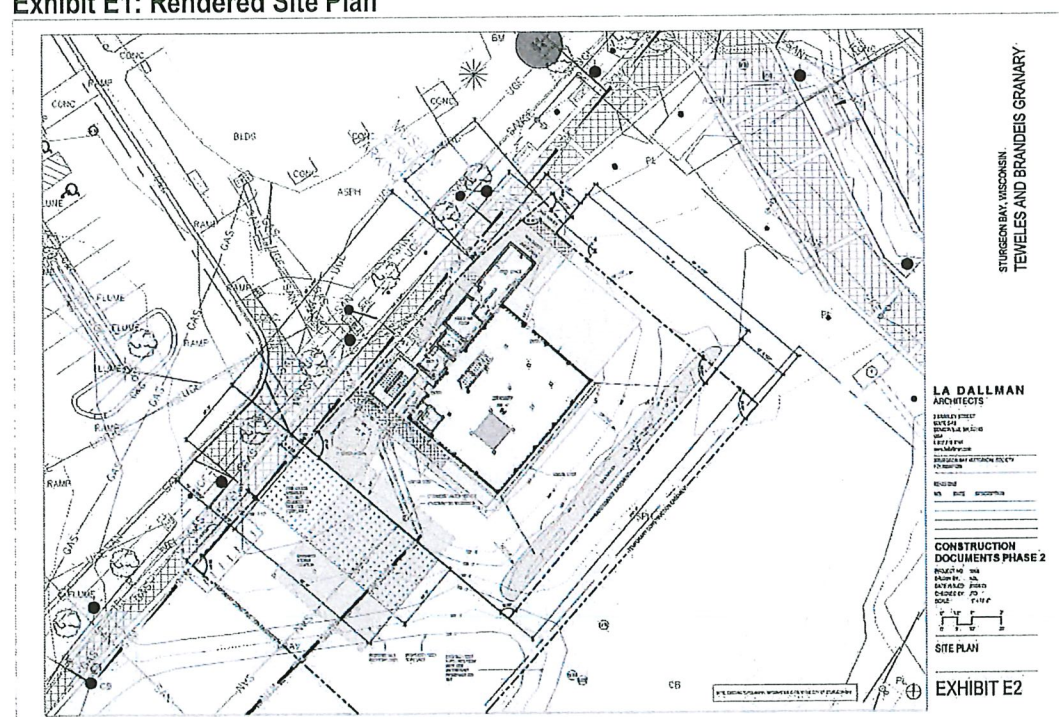
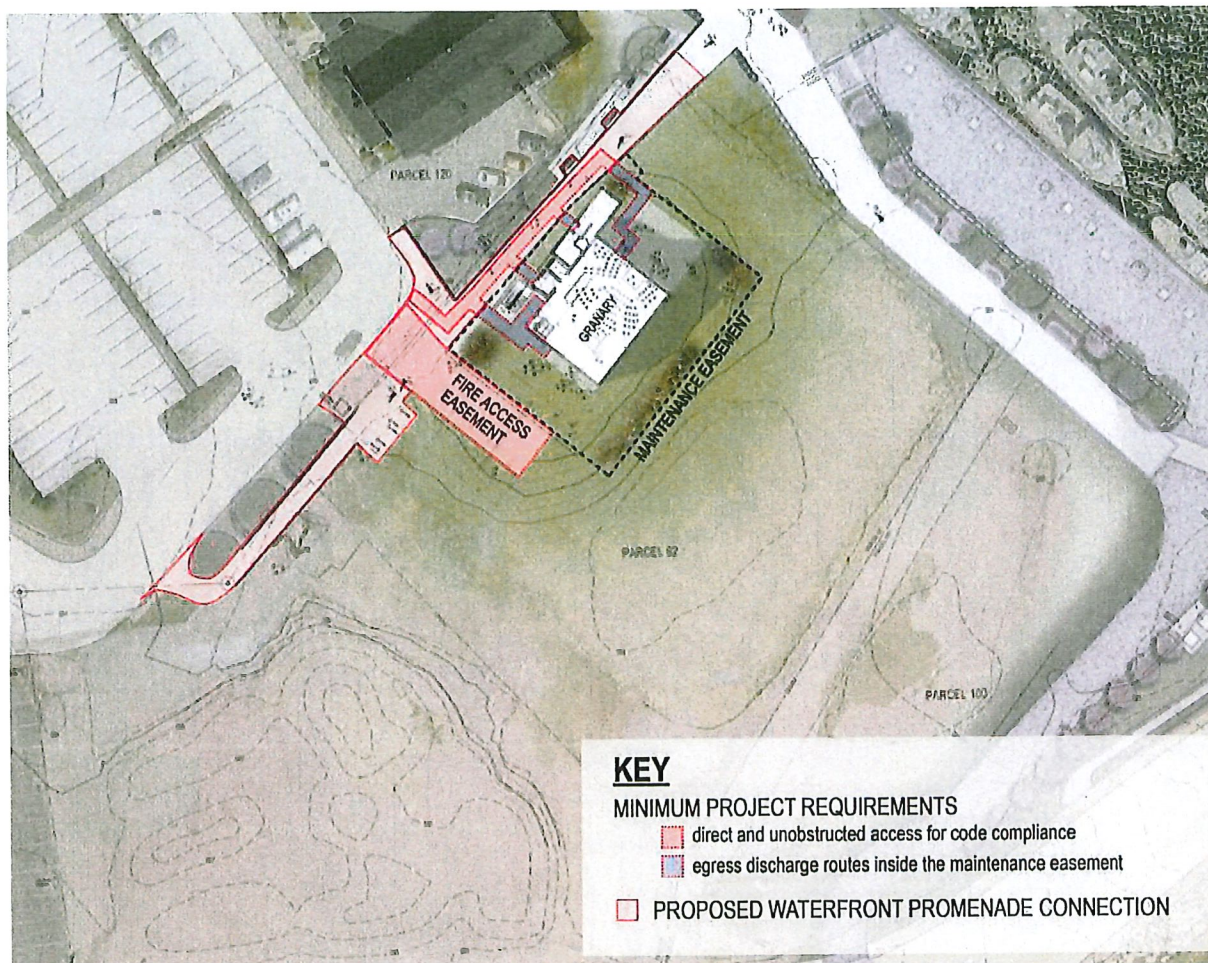
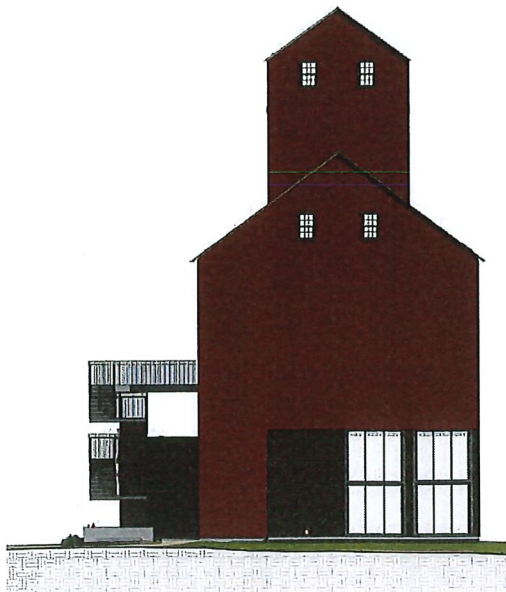
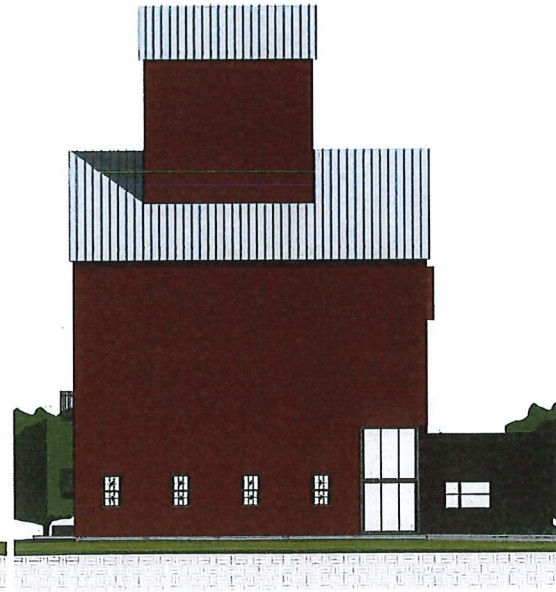


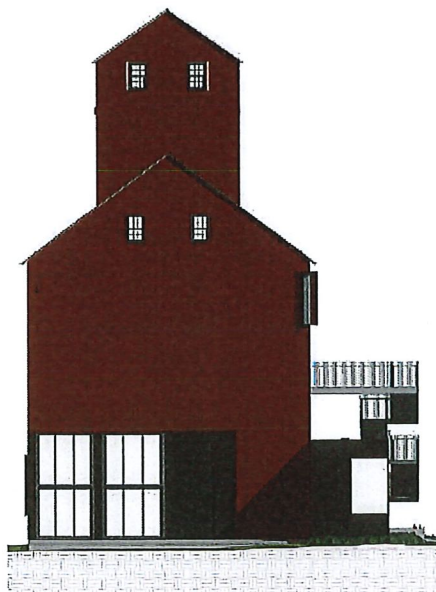
Exhibit E2: Site Plan



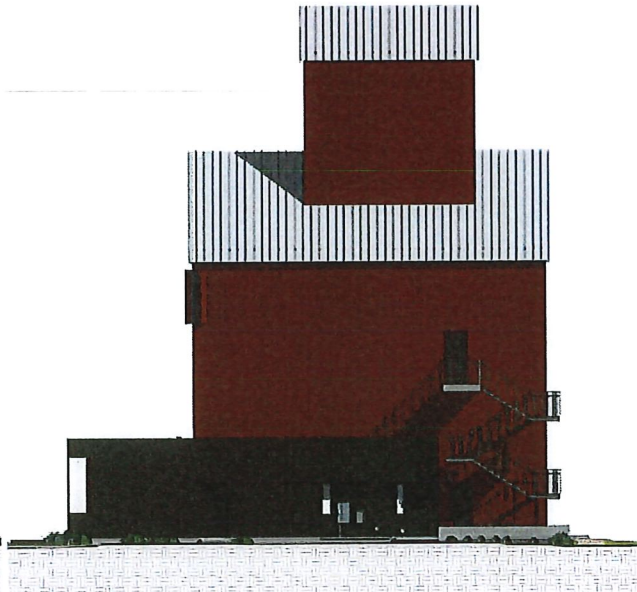
Southwest Rendered Elevation



Southeast Rendered Elevation



Northeast Rendered Elevation



Northwest Rendered Elevation

Exhibit E3: Rendered Exterior Elevations

Note that Exhibits E1, E2, and E3 are in process, and may change as code compliance, details, historic review, and pricing are confirmed. Drawings include some expanded scope areas such as stairs and an additional window intended to allow the public to access the Granary upper levels. These additional conditions are planned for but are not included in the minimum scope described above.