

CITY OF STURGEON BAY COMMON COUNCIL AGENDA TUESDAY, JANUARY 9, 2024 6:00 P.M. COUNCIL CHAMBERS, CITY HALL – 421 MICHIGAN ST

DAVID J. WARD, MAYOR

- 1. Call to order.
- 2. Pledge of Allegiance.
- Roll call.
- 4. Adoption of agenda.
- 5. Public Comment on agenda items only.
- 6. Consideration of the following bills: General Fund \$468,900.58, Capital Fund \$46,179.87, Cable TV \$81.74, TID #6 \$182.00, TID #8 \$364.00, TID #4 \$1,976.00. TID #5 \$200,200.00, TID #9 \$5,100.00, TID #10 \$8,916.20, Solid Waste Enterprise Fund \$3,808.23, and Compost Site Enterprise Fund \$110.00 for a grand total of \$735,818.62. [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 12/19/23 regular Common Council minutes.
 - * b. Place the following minutes on file:
 - (1) Finance/Purchasing & Building Committee 12/12/23
 - (2) Waterfront Redevelopment Authority 12/13/23
 - (3) Local Transportation Board 12/13/23
 - (4) Aesthetic Design & Site Plan Review Board 12/18/23
 - (5) Board of Public Works 12/19/23
 - (6) City Plan Commission 12/20/23
 - (7) Finance/Purchasing & Building Committee 1/2/24
 - * c. Place the following report on file:
 - (1) Fire Department Report November 2023
 - (2) Bank Reconciliation November 2023
 - (3) Revenue & Expense Report November 2024
 - (4) Police Department Report December 2024
 - * d. Consideration of: Approval of Beverage Operator license.
 - * e. Consideration of: Approval of Change of Agent for Wal-Mart Store #1316.

- * f. Consideration of: Approval of Combination Class B Beer and Class B Liquor license for Gloria's Authentic Mexican Restaurant, LLC.
- * g Finance/Purchasing & Building Committee recommendation re: Approve Repealing and recreating Section 3.06 Transfer of Funds.
- * h. Finance/Purchasing & Building Committee recommendation re: Approve the revisions to the City of Sturgeon Bay Purchasing & Property Accountability Policy but changing the Section Under Competitive Written Proposals/Bid from three bids obtained to two.
- * i. Finance/Purchasing & Building Committee recommendation re: Accept the Proposal from Titletown Drones in the amount of \$17,971.00 for the drone replacement and allow up to an additional \$1,000.00 for a monitor and operational accessories.
- 8. Mayoral Appointments.
- 9. Second reading of ordinance re: Repeal and recreate Section 1.21 of the Municipal Code Weights and Measures Regulations.
- 10. Second reading of ordinance re: Amend Section 15.02(1) of the Municipal Code State Building Codes adopted.
- 11. Second reading of ordinance re: Repeal and recreate Section 12.03 of the Municipal Code Compulsory Connection to Sewer and Water Mains
- 12. Second reading of ordinance re: Repeal and recreate Section 9.05 of the Municipal Code Tourist Room House license.
- 13. Consideration of: Assignment of Rights to Development Agreement Will Estes, LLC.
- 14. Consideration of: Dissolution of the Waterfront Redevelopment Authority.
- 15. Consideration of: Revised Memorandum of Understanding Howard Immel Inc Industrial Flex Building
- 16. City Administrator report.
- 17. Mayor's report.
- 18. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date:

Time:

By:

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.

| VENDOR # | NAME | ITEM DESCRIPTION | ACCOUNT # | AMOUNT DUE |
|----------------------|---|---|--------------------------------------|----------------------|
| GENERAL FUN | ID | | | |
| | L FUND 2017 CAPITAL PROJECTS & EQUIP ASSOCIATED TRUST COMPANY | GO REFUND BOND 11.14.17 | 01-000-901-70002 | 475.00 |
| | | TOTAL 2017 CAPITAL | PROJECTS & EQUIP | 475.00 |
| | 2018 CAPITAL PROJ & EQ | GO PROM NOTE 11.6.18 | 01-000-904-70002 | 475.00 |
| 01761 | ASSOCIATED TRUST COMPANY | TOTAL 2018 CAPITAL | | 475.00 |
| | | TOTAL GENERAL FUNI | | 950.00 |
| | | TOTAL GLADICAL LONE | , | |
| CITY (| COUNCIL | | | |
| 12300 USBANK | LEAGUE OF WI MUNICIPALITIES US BANK | 2024 DUES FUNERAL ARRANGEMENT/MCINTOSH | 01-105-000-56000 01-105-000-54999 | 4,565.42 111.79 |
| | | TOTAL | | 4,677.21 |
| | | TOTAL CITY COUNCIL | | 4,677.21 |
| | | | | |
| LAW/LE | | 11/02 mparata wammena | 01-110-000-55010 | 8,075.00 |
| 16555 16555 | PINKERT LAW FIRM, LLP | 11/23 TRAFFIC MATTERS 10/23 NUISANCE PROP-KOLSKI | 01-110-000-55010 | 700.00 |
| AMUNDSEN AMUNDSEN | AMUNDSEN DAVIS, LLC | 09/23 PFC BYLAW REVIEW 11/23 GENERAL LEGAL MATTERS | 01-110-000-55010 01-110-000-55010 | 1,598.00 1,439.00 |
| | | TOTAL | | 11,812.00 |
| | | TOTAL LAW/LEGAL | | 11,812.00 |
| CITY | CLERK-TREASURER | | | |
| 04650 | DOOR COUNTY REGISTER OF DEEDS | FILINGS | 01-115-000-56350 | 30.50 |
| 04696 17700 | DOOR COUNTY TREASURER OUILL CORPORATION | COLLECTION FEE BUSINESS CARDS/DIVIDERS | 01-115-000-58100 01-115-000-54999 | 7,467.46 43.69 |
| BUBRICKS | | C ENVELOPES | 01-115-000-51600 | 201.72 |
| BUBRICKS | CTATO DING IIO | ASSRTED SUPPLIES 2024 MUNICODE ADMIN FEE | 01-115-000-51950 01-115-000-57050 | 196.35 275.00 |
| CIVIC R0000394 | CIVIC PLUS LLC SAFEGUARD BUSINESS SYSTEMS | 2023 W-2'S | 01-115-000-51600 | 96.42 |
| R0000394 | | 2023 W-2'S ENVELOPES | 01-115-000-51600 01-115-000-51600 | 167.78 125.20 |
| R0000394 R0000394 | | 2023 1099 NEC 2023 1099 MISC | 01-115-000-51600 | 34.28 |
| R0000391 | | 2023 1099 ENVELOPES | 01-115-000-51600 | 41.70 |
| R0000394 | | SHIPPING GFOA CLASS REG/CLARIZIO | 01-115-000-51600 01-115-000-55600 | 30.49 85.00 |
| USBANK USBANK | US BANK | GFOA CLASS REG/CLARIZIO | 01-115-000-55600 | 85.00 |
| USBANK | | GFOA CLASS REG/CLARIZIO | 01-115-000-55600 | 180.00 160.00 |
| USBANK | | GFOA CONF REG/CLARIZIO HOTEL/CLARIZIO | 01-115-000-55600 01-115-000-55600 | 101.03 |
| USBANK USBANK | | CONF MEAL EXPENSE/CLARIZIO | 01-115-000-55600 | 12.48 |
| USBANK | | CONF MEAL EXPENSE/CLARIZIO | 01-115-000-55600 01-115-000-55600 | 13.70 78.97 |
| USBANK USBANK | | HOTEL/CLARIZIO MEAL EXPENSE/CLARIZIO | 01-115-000-55600 | 9.43 |
| USBANK | | FUEL/CLARIZIO | 01-115-000-55600 | 46.98 65.00 |
| USBANK | | GB-SHRM MTG REG/REINHARDT CLASS REG/SPITTLEMEISTER | 01-115-000-56000 01-115-000-56000 | 10.00 |
| USBANK USBANK | | PAYROLL MTG/SPITTLEMEISTER | 01-115-000-55600 | 25.00 |
| WCMA | WCMA | 2024 DUES CLARIZIO | 01-115-000-56000 | 50.00 |
| | | TOTAL | | 9,633.18 |
| | | TOTAL CITY CLERK- | TREASURER | 9,633.18 |

ID: AP4430ZN

CITY OF STURGEON BAY

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DATE: 01/02/2024 TIME: 14:33:33 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 01/09/2024

ITEM DESCRIPTION ACCOUNT # AMOUNT DUE VENDOR # NAME ______ GENERAL FUND ADMINISTRATION 2,850.00 100 14 OZ CUSTOM YETI MUGS 01-120-000-55600 US BANK USBANK PAPER PLATES 37.45 01-120-000-51950 USBANK 01-120-000-51950 01-120-000-55600 174.85 VARIOUS SUPPLIES USBANK MTG SNACKS 51.40 USBANK 01-120-000-55600 23.42 FUET. USBANK 01-120-000-55600 CANDY-EMPLOYEE GIFTS 38.95 USBANK 3,176.07 TOTAL TOTAL ADMINISTRATION 3,176.07 COMPUTER 12/23 IS INTERNET USAGE 01-125-000-55550 12/23 TECH SUPPORT 01-125-000-55550 12/23 4G INTERNET 01-125-000-55550 100.00 04696 DOOR COUNTY TREASURER 2,083.34 04696 375.00 04696 7,688.00 SOCIAL MEDIA ARCHIVING SBSCRPT 01-125-000-55550 CIVIC PLUS LLC CIVIC CIVIC CIVIC PLUS LLC SOCIAL MEDIA ARCHIVING SBSCRPT
HARRIS HARRIS COMPUTER SYSTEMS 2024 FINANCIAL SOFTWARE
HEARTBUS HEARTLAND BUSINESS SYSTEMS, LLC MICROSOFT AZURE DIRECT 01-125-000-55550 18,515.30 01-125-000-55550 1,100.02 5 YR CLOUD CONTROLLER LICENSE 01-125-000-55550
MANAGED DESKTOP 01-125-000-55550 5,795.24 HEARTBUS MANAGED DESKTOP 660.45 HEARTBUS MANAGED SERVER DNS HOSTING 01-125-000-55550 119.90 HEARTBUS 01-125-000-55550 01-125-000-55550 5 00 DNS HOSTING HEARTBUS ZOOM 63.99 US BANK USBANK TOTAL 36,506.24 36,506.24 TOTAL COMPUTER CITY ASSESSOR ASSOCIATED APPRAISALS 01/24 CONTRACT 01-130-000-55010 WISCONSIN DEPT OF REVENUE 2023 MANUFACTURING ASSESSMENT 01-130-000-51530 01-130-000-55010 4,750.00 ASSO APP ASSOCIATED APPRAISALS 3,603.02 WI TOTAL 8,353.02 8,353.02 TOTAL CITY ASSESSOR Engineering 01-145-000-58250 38.58 ENGINEER CELL SVC USBANK US BANK 38.58 TATAT 38.58 TOTAL Engineering PUBLIC WORKS ADMINISTRATION 2 APWA MEMBERHIPS 01-150-000-56000 412,00 AMERICAN PUBLIC WORKS ASSOC Z AFWA MEMBERHIPS STEVE/MIKE CELL SVC 01525 01-150-000-58250 77.16 USBANK US BANK TOTAL 489.16 489.16 TOTAL PUBLIC WORKS ADMINISTRATION CITY HALL 250.00 12/23 SAFETY REIMBURSE/KRAMER 01-160-000-56800 ROBERT KRAMER KRAMER 01-160-000-54999 39.43 VIKING ELECTRIC SUPPLY, INC PLUG VIKING WARNER WARNER-WEXEL LLC TIDY FOAM 01-160-000-54999 52.13 341.56 TOTAL 341.56 TOTAL CITY HALL

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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

DATE: 01/02/2024 TIME: 14:33:33 ID: AP4430ZN

| ENDOR # 1 | AMME I | TEM DESCRIPTION | ACCOUNT # | AMOUNT DUE |
|--|---|---|--|--|
| NERAL FUNI GENERA | D L EXPENDITURES | | | |
| 04656 04696 04696 04696 04696 | DOOR COUNTY SOIL & WATER DOOR COUNTY TREASURER | ANNL NONMETALLIC MINING PERMIT 12/23 CITY HALL PHONE SVC 12/23 FIRE PHONE SVC 12/23 DPW PHONE SVC 12/23 POLICE PHONE SVC | 01-199-000-58900 01-199-000-58200 01-199-000-58200 01-199-000-58200 01-199-000-58200 | 256.50 48.87 8.21 8.12 12.48 |
| AMUNDSEN BUBRICKS | AMUNDSEN DAVIS, LLC BUBRICK'S COMPLETE OFFICE, INC EDGEWATER RESOURCES LLC | 11/23 GEN LEGAL-SCATURO 18 BOXES COPY PAPERT NAUTICAL DR WTRFRNT PLANNING | 01-199-000-51525 01-199-000-55650 01-199-000-57000 | 454.00 719.82 1,532.00 |
| | | TOTAL | | 3,040.00 |
| | | TOTAL GENERAL EXPEN | DITURES | 3,040.00 |
| POLICE | DEPARTMENT | | | |
| USBANK USBANK USBANK USBANK USBANK USBANK | US BANK | MEAL EXPNSE/SQUAD CHANGEOVER BOOTS/HOUGAARD HOTEL DEP/CONF/HOUGAARD BUSINESS CARDS/BILODEAU 2024 CONF REG/BRINKMAN- WI CONF LODGING DEP/BRINKMAN | 01-200-000-55600 01-200-000-52900 01-200-000-55600 01-200-000-55600 01-200-000-55600 01-200-000-55600 | 34.38 102.34 99.00 25.73 280.00 99.00 |
| | | TOTAL | | 640.45 |
| | | TOTAL POLICE DEPART | MENT | 640.45 |
| POLICE | DEPARTMENT/PATROL | | | |
| 04696 19580 ALADTEC CUSTOM DEIBELE DEIBELE HAJNY HAJNY KWIKTRIP SWIT USBANK USBANK USBANK USBANK USBANK USBANK USBANK USBANK | DOOR COUNTY TREASURER STREICHERS PROF POLICE EQUIP ALADTEC, INC CUSTOM SERVICE INFORMATION LLC LUKE DEIBELE JOHN HAJNY KWIK TRIP INC SWITS US BANK | AMMUNITION ANNUAL SUBSCRIPTION JAN-DEC 24 ANNUAL POLICY UPDATE SVC 2024 TRAINING MEAL EXPENSE/DEIBELE TRAINING MEAL EXPENSE/DEIBELE MEAL EXPENSES/HAJNY MEAL EXPENSES/HAJNY FUEL INTERPRETATION SERVICES TASER CARTRIDGES DARE CLASS ITEMS DARE CLASS ITEMS DARE CLASS ITEMS—TAX CREDIT MISC FIREARMS TRAINING ARMORERS COURSE/ENGEBOSE ARMORERS COURSE/HAJNY COURSE CREDIT | 01-215-000-51650 01-215-000-51050 01-215-000-58999 01-215-000-55600 01-215-000-55600 01-215-000-55600 01-215-000-55600 01-215-000-55600 01-215-000-51650 01-215-000-51050 01-215-000-54999 01-215-000-54999 01-215-000-55600 01-215-000-55600 01-215-000-55600 01-215-000-55600 01-215-000-55600 | 3,723.77 1,124.00 2,916.00 550.00 84.99 25.72 63.77 31.04 37.60 228.00 851.80 942.62 -49.14 238.55 250.00 250.00 -165.00 |
| | | TOTAL POLICE DEPART | MENT/PATROL | 11,103.76 |
| POLICE | DEPT. / INVESTIGATIONS | | | |
| 22800 | WALMART | EVIDENCE ROOM SUPPLIES | 01-225-000-51500 | 23.92 |
| | | TOTAL | | 23.92 |
| | | TOTAL POLICE DEPT. | / INVESTIGATIONS | 23.92 |
| | DE PARTMENT | | | |
| 04696 16570 18448 18448 20725 | FIRE DEPARTMENT DOOR COUNTY TREASURER PIONEER FIRE COMPANY RENNERTS FIRE EQUIP SER INC T R COCHART TIRE CENTER | 11/23 FUEL CLOTHING E706 REPAIRS E706 RADIATOR REPAIR #706 TIRE ROTATE | 01-250-000-51650 01-250-000-52900 01-250-000-53000 01-250-000-53000 01-250-000-53000 | 316.92 290.42 2,289.99 3,750.00 80.00 |

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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

DATE: 01/02/2024 TIME: 14:33:33 ID: AP4430ZN

| VENDOR # | NAME | ITEM DESCRIPTION | ACCOUNT # | AMOUNT DUE |
|------------------|----------------------------------|--|--------------------------------------|------------|
| GENERAL FUN | | | | |
| | EPARTMENT | | | |
| | IRE DEPARTMENT | 12/23 656 S OXFORD AVE | 01-250-000-56600 | 189.82 |
| 23730 | WPS | FLASHLIGHT/GORDON | 01-250-000-56600 01-250-000-52900 | 86.43 |
| DEANGOR | DEAN GORDON EMERGENCY NETWORKING | ANNUAL SUBSCRIPTION | 01-250-000-56000 | 3,500.00 |
| EMERNET JORNS | ETHAN JORNS | FLASHLIGHT/JORNS | 01-250-000-52900 | 129.95 |
| STRYKER | STRYKER SALES LLC | ASSMBLY REPLCE KIT DEFIB BATT | | 371.28 |
| USBANK | US BANK | BUSINESS CARDS | 01-250-000-52250 | 100.38 |
| USBANK | OS BANK | ROUTER | 01-250-000-51350 | 1,998.00 |
| USBANK | | OCTOBER DATA | 01-250-000-51350 | 617.98 |
| USBANK | | BOOTS GULLEY | 01-250-000-52900 | 150.98 |
| USBANK | | SHIRT GULLEY | 01-250-000-52900 | 124.97 |
| USBANK | | HOTEL/SHIP BOARD TRAIN/DIETMAN | 01-250-000-55600 | 252.10 |
| USBANK | | E706 ALIGNMENT | 01-250-000-53000 | 459.03 |
| USBANK | | BOOTS | 01-250-000-52900 | 305.85 |
| USBANK | | UNIFORM SOCKS | 01-250-000-52900 | 43.20 |
| USBANK | | FUEL | 01-250-000-51650 | 42.44 |
| USBANK | | O'REILLYS STATMENT CHARGES | 01-250-000-53000 | 243.18 |
| USBANK | | FLASHLIGHT | 01-250-000-52900 | 107.10 |
| USBANK | | PANTS | 01-250-000-52900 | 112.97 |
| USBANK | | BOOTS | 01-250-000-52900 | 305.85 |
| USBANK | | SHOES | 01-250-000-52900 | 219.00 |
| | | TOTAL FIRE DEPARTME | THE | 16,087.81 |
| | | TOTAL FIRE DEPARTME | TNT | 16,087.81 |
| | | | | |
| WEED A | BATEMENT | | | |
| CALLCHAD | JUST CALL CHAD | GRASS CUTTING-1527 IOWA PL | 01-340-000-58999 | 400.00 |
| | | TOTAL | | 400.00 |
| | | TOTAL WEED ABATEMEN | ΙΤ | 400.00 |
| ROADWA | YS/STREETS | | | |
| 04696 | DOOR COUNTY TREASURER | HOT MIX ASPHALT | 01-400-000-52200 | 522.24 |
| | GREAT LAKES GRADING | ASPHALT/CONCRETE CRUSHING | 01-400-000-55700 | 20,000.00 |
| | | TOTAL | | 20,522.24 |
| | | TOTAL ROADWAYS/STRE | CETS | 20,522.24 |
| | | | | |
| | EMOVAL NOW REMOVAL | | | |
| 13360 | MENARDS-GREEN BAY EAST | 70 T POSTS @ 5.49 | 01-410-000-51400 | 384.30 |
| 13360 | | POST CLIPS | 01-410-000-51400 | 29.85 |
| 13655 | MONROE TRUCK EQUIPMENT, INC | 2-HYDRAULIC MOTOR | 01-410-000-51400 | 802.82 |
| ACDC | AC/DC METAL SOLUTIONS | 2.5' SH 90 PIPE | 01-410-000-51400 | 280.00 |
| MENHOWAR | | SNOW FENCE X 7 | 01-410-000-51400 | 419.93 |
| QUALITY | OUALITY TRUCK CARE CENTER INC | LIGHT KIT | 01-410-000-51400 | 281.01 |
| USBANK | US BANK | POWER STEERING TUBE FABRICATN | 01-410-000-51400 | 195.39 |
| USBANK | | ICE MELT | 01-410-000-52400 | 145.27 |
| | | TOTAL SNOW REMOVAL | | 2,538.57 |
| | | TOTAL SNOW REMOVAL | | 2,538.57 |
| STREET | 'MACHINERY | | | |
| - | | MIC HIDE | 01-450-000-53000 | 91.66 |
| 04545 | DOOR COUNTY COOPERATIVE/NAPA | MIG WIRE ANTIFREEZE TESTER | 01-450-000-53000 | 5.50 |
| 04545 | | STARTER SOLENOID SWITCH | 01-450-000-53000 | 55.87 |
| 04545 | | STARTER SOLENOID SWITCH BEAM WIPER BLADE | 01-450-000-53000 | 53.94 |
| 04545 | | CREEPER | 01-450-000-53000 | 150.00 |
| 04545 | | | 01-450-000-52700 | 3.30 |
| 04545 | | BIT | 01-400-000-02/00 | 3.3 |

CITY OF STURGEON BAY

PAGE: 5 DATE: 01/02/2024 TIME: 14:33:33 DEPARTMENT SUMMARY REPORT ID: AP4430ZN

| VENDOR # | NAME | TTEM DESCRIPTION | ACCOUNT # | AMOUNT DUE |
|---|--|--|--|--|
| GENERAL FUN | ND MACHINERY | | | |
| 04696 04696 38290 O'REILLY O'REILLY PATRIOT PATRIOT PATRIOT QUALITY USBANK | DOOR COUNTY TREASURER HI TEC FABRICATION O'REILLY AUTO PARTS-FIRST CALL PATRIOT MOTOR STURGEON BAY LLC QUALITY TRUCK CARE CENTER INC US BANK | 3PC BITS | 01-450-000-51650 01-450-000-51650 01-450-000-53000 01-450-000-53000 01-450-000-53000 01-450-000-58600 01-450-000-58600 01-450-000-58000 01-450-000-53000 01-450-000-58999 | 787.79 3,744.47 180.37 12.49 15.99 686.20 366.62 20.00 124.45 720.00 |
| | | TOTAL | | 7,018.65 |
| | | TOTAL STREET MACHIN | ERY | 7,018.65 |
| CITY | GARAGE | | | |
| 01766 06012 23730 USBANK USBANK VIKING | AURORA MEDICAL GROUP FASTENAL COMPANY WPS US BANK VIKING ELECTRIC SUPPLY, INC | DOT DRUG SCREEN/MCALLISTER TORCH TIP 12/23 835 N 14TH AVE OIL FILTER WRENCH GARAGE DOOR OPENER REMOTES TIES | 01-460-000-57100 01-460-000-54999 01-460-000-56600 01-460-000-52700 01-460-000-54999 01-460-000-54999 | 83.00 17.92 1,427.00 24.71 183.85 24.03 |
| | | TOTAL | | 1,760.51 |
| | | TOTAL CITY GARAGE | | 1,760.51 |
| PARK 8 | RECREATION ADMIN | | | |
| PULSE USBANK | PENINSULA PULSE US BANK | 2024 ADVERTISING PHIL/RYAN CELL SVC | 01-500-000-57450 01-500-000-58250 | 1,508.92 77.16 |
| | | TOTAL | | 1,586.08 |
| | | TOTAL PARK & RECREA | TION ADMIN | 1,586.08 |
| PARKS | AND PLAYGROUNDS | | | |
| 03025 04696 04696 19240 19240 23730 MACCOUX MACCOUX VIKING | CAPTAIN COMMODES INC DOOR COUNTY TREASURER SERVICE MOTOR CO WPS PHIL MACCOUX VIKING ELECTRIC SUPPLY, INC | PORT A POTTI RENTAL DOG PARK 11/23 376.38 GAL FUEL 11/23 4.22 GAL DSL FUEL WHEELS FREIGHT 12/23 335 S 14TH AVE SAFETY CLOTHING/MACCOUX 12/23 SAFETY GLOVES COVER PLATE | 01-510-000-58999 01-510-000-51650 01-510-000-53000 01-510-000-53000 01-510-000-56600 01-510-000-56800 01-510-000-56800 01-510-000-54999 | 110.00 1,079.08 15.42 702.00 85.00 214.97 88.58 5.31 10.00 |
| | | TOTAL | | 2,310.36 |
| | | TOTAL PARKS AND PLA | YGROUNDS | 2,310.36 |
| MUNIC | IPAL DOCKS | | | |
| 20070 20070 20070 20070 23730 DIAMOND | TRAFFIC & PARKING CONTROL INC WPS DIAMOND BUSINESS GRAPHICS | 10/22 HOSTING FEE 06/23 PAY STATION FEE 09/23 HOSTING FEE MONTHLY HOSTING FEE 12/23 36 S NEENAH AVE RESTROOM LAUNCH PASS STICKERS | 01-550-000-58999 01-550-000-58999 01-550-000-58999 01-550-000-58999 01-550-000-56600 01-550-000-51600 | 50.00 54.00 54.00 54.00 18.44 386.51 |
| | | TOTAL | | 616.95 |
| | | TOTAL MUNICIPAL DOC | EKS | 616.95 |

CITY OF STURGEON BAY

DATE: 01/02/2024 PAGE: 6 TIME: 14:33:34 DEPARTMENT SUMMARY REPORT ID: AP4430ZN

| | NAME I | TEM DESCRIPTION | ACCOUNT # | AMOUNT DUE |
|--|--|--|--|--|
| GENERAL FUN EMPLOY | TO THE SERVICE BENEFITS | | | |
| ERC | ERC INC | QUARTERLY EAP SVC | 01-600-000-56553 | 712.50 |
| | | TOTAL | | 712.50 |
| | | TOTAL EMPLOYEE BENE | FITS | 712.50 |
| COMMUN | NITY & ECONOMIC DEVLPMT | | | |
| 02223 USBANK | BAYLAKE REGIONAL PLANNING COM US BANK | 2024 MEMBERSHIP DUES APA MEMBERSHIP DUES/OLEJNICZAK | | 8,128.00 618.00 |
| | | TOTAL | | 8,746.00 |
| | | TOTAL COMMUNITY & E | CONOMIC DEVLPMT | 8,746.00 |
| | | TOTAL GENERAL FUND | | 153,084.82 |
| CAPITAL FUN COMPUT | | | | |
| HEARTBUS HEARTBUS HEARTBUS | HEARTLAND BUSINESS SYSTEMS, LLC | WIRELESS ACCESS POINT WIRELESS ACCESS POINT MISC CABLING | 10-125-000-59040 10-125-000-59040 10-125-000-59040 | 10,764.20 1,054.56 50.00 |
| | | TOTAL | | 11,868.76 |
| | | TOTAL COMPUTER | | 11,868.76 |
| GENERA | AL EXPENDITURES | | | |
| FERGUSON | FERGUSON WATERWORKS #1476 | M/HOLE ADJ RNG-SBU PORTION | 10-199-000-51525 | 169.28 |
| | | TOTAL | | 169.28 |
| | | TOTAL GENERAL EXPEN | DITURES | 169.28 |
| PATROI | | | | |
| USBANK USBANK USBANK USBANK USBANK USBANK USBANK USBANK USBANK | PATROL US BANK | DIVE ITEMS/SNOW TRAC GRIPS DIVE TEAM EQUIPMENT DIVE TEAM EQUIPMENT DIVE TEAM EQUIPMENT | 10-215-000-59999 10-215-000-59999 10-215-000-59999 10-215-000-59999 10-215-000-59999 10-215-000-59999 10-215-000-59999 | 1,993.89 139.98 119.98 119.98 299.55 219.98 134.87 222.29 |
| | | TOTAL PATROL | | 3,250.52 |
| | | TOTAL PATROL | | 3,250.52 |
| 02005 11545 PAULCONW USBANK | DEPARTMENT EXPENSE BAY ELECTRONICS, INC. MAPLE STREET SIGN CO. CONWAY SHIELD US BANK | BRUSH TRUCK RADIO CONNECTOR B717 DOOR DECAL/LOGO TURNOUT GEAR MATTRESSES BRUSH TRUCK EQUIPMENT | 10-250-000-59060 10-250-000-59060 10-250-000-59050 10-250-000-59030 10-250-000-59060 | 75.00 115.67 3,262.00 1,142.00 3,280.29 |
| USBANK | | | | |
| USBANK | | TOTAL EXPENSE | | 7,874.96 |

DEPARTMENT SUMMARY REPORT

PAGE: 7 CITY OF STURGEON BAY

INVOICES DUE ON/BEFORE 01/09/2024

| VENDOR # | NAME | ITEM DESCRIPTION | ACCOUNT # | AMOUNT DUE |
|------------------------------|---|---|--|----------------------------------|
| | ND SEWERS EXPENSE | | | |
| COUNTY | COUNTY MATERIALS CORPORATION FERGUSON WATERWORKS #1476 | STORM SEWER MATERIALS M/HOLE ADJ RNG-CITY PORTION | 10-300-000-59115 10-300-000-59115 | 4,852.55 14.72 |
| | | TOTAL EXPENSE | | 4,867.27 |
| | | TOTAL STORM SEWERS | 5 | 4,867.27 |
| 13360 | | BARRICADE MATERIALS | 10-400-110-59095 | 1,138.43 |
| NEWMAN USBANK WHITECAP | NEWMAN SIGNS, INC US BANK WHITE CAP L.P | TRAFFIC CONTROL SIGNS TRAFFIC BARRELS/CONES GEOGRID | 10-400-110-59095 10-400-110-59095 10-400-110-59095 | 6,008.15 6,268.50 1,974.00 |
| | | TOTAL ANNUAL RESU | RFACING & BASE REP. | 15,389.08 |
| | | TOTAL ROADWAYS/STI | REETS | 15,389.08 |
| | AND PLAYGROUNDS | | | |
| SALZ | PARKS AND PLAYGROUNDS SALZSIEDER LANDSCAPE & NURSERY | TREES OTUMBA PLYGRND | 10-510-000-59075 | 2,760.00 |
| | | TOTAL PARKS AND PI | LAYGROUNDS | 2,760.00 |
| | | TOTAL PARKS AND PI | LAYGROUNDS | 2,760.00 |
| | | TOTAL CAPITAL FUNI | O | 46,179.87 |
| CABLE TV | TV / GENERAL | | | |
| | CABLE TV / GENERAL US BANK | SMARTPHONE CAGE | 21-000-000-59070 | 81.74 |
| | | TOTAL CABLE TV / (| GENERAL | 81.74 |
| | | TOTAL CABLE TV / (| GENERAL | 81.74 |
| | | TOTAL CABLE TV | | 81.74 |
| | 6 DISTRICT | | | |
| | TID #6 DISTRICT AMUNDSEN DAVIS, LLC | 11/23 CONTRACTS/AGREEMENTS | 22-360-000-55001 | 182.00 |
| | | TOTAL TID #6 DIST | RICT | 182.00 |
| | | TOTAL TID #6 DIST | RICT | 182.00 |
| | | TOTAL TID #6 DIST | RICT | 182.00 |
| TID #8 DIS | TRICT 8 DISTRICT | | | |
| | TID #8 DISTRICT AMUNDSEN DAVIS, LLC | 11/23 CONTRACTS/AGREEMENTS | 24-380-000-55001 | 364.00 |
| | | TOTAL TID #8 DIST | RICT | 364.00 |
| | | TOTAL TID #8 DIST | RICT | 364.00 |
| | | TOTAL TID #8 DIST | RICT | 364.00 |

TID #4 DISTRICT TID #4 DISTRICT ID: AP4430ZN

DEPARTMENT SUMMARY REPORT

DATE: 01/02/2024 TIME: 14:33:34 CITY OF STURGEON BAY PAGE: 8

| VENDOR # NAME | ITEM DESCRIPTION | ACCOUNT # | AMOUNT DUE |
|---|--|--|---|
| TID #4 DISTRICT TID #4 DISTRICT | | | |
| TID #4 DISTRICT AMUNDSEN AMUNDSEN DAVIS, LLC | 10/23 GRANARY MATTERS | 28-340-000-55001 | 1,976.00 |
| | TOTAL TID #4 DISTR | RICT | 1,976.00 |
| | TOTAL TID #4 DISTR | RICT | 1,976.00 |
| | TOTAL TID #4 DISTR | RICT | 1,976.00 |
| TID #5 DISTRICT TID #5 DISTRICT TID #5 DISTRICT | | | |
| R0001505 SC SWIDERSKI R0001505 | INCENTIVE PAYMENT 16 UNITS 12/23 FINANCIAL INCENTIVE | 29-350-000-58999 29-350-000-58999 | 123,200.00 77,000.00 |
| | TOTAL TID #5 DISTR | RICT | 200,200.00 |
| | TOTAL TID #5 DISTR | RICT | 200,200.00 |
| | TOTAL TID #5 DISTR | RICT | 200,200.00 |
| TID #9 DISTRICT TID #9 DISTRICT TID #9 DISTRICT | | | |
| CEDARCO CEDAR CORPORATION | TID 9 INDUSTRIAL PRK DESGN PH | 31-390-000-58999 | 5,100.00 |
| | TOTAL TID #9 DISTR | RICT | 5,100.00 |
| | TOTAL TID #9 DISTR | RICT | 5,100.00 |
| | TOTAL TID #9 DISTR | RICT | 5,100.00 |
| TID #10 DISTRICT TID #10 DISTRICT TID #10 DISTRICT | | | |
| R0000421 WI DEPT OF TRANSPORTATION STANTEC STANTEC CONSULTING SERVICE INC USBANK US BANK USBANK | S DULUTH AVE DESIGN COSTS S HUDSON AVE-GENEVA RIDGE FINAL PLAT-GENEVA RIDGE FINAL PLAT-GENEVA RIDGE-FEE | 32-310-000-58999 32-310-000-58999 | 2,538.62 5,625.00 740.00 12.58 |
| | TOTAL TID #10 DIST | RICT | 8,916.20 |
| | TOTAL TID #10 DIST | RICT | 8,916.20 |
| | TOTAL TID #10 DIST | RICT | 8,916.20 |
| SOLID WASTE ENTERPRISE SOLID WASTE ENTERPRISE FUND SOLID WASTE ENTERPRISE FUND | | | |
| 04696 DOOR COUNTY TREASURER ADVAUTO GENERAL PARTS DISTRIBTION LLC ASTRO ASTRO HYDRAULICS, INC | 11/23 768.14 GAL DLS FUEL OIL HYDRAULIC CYLINDER REPAIR | 60-000-000-51650 60-000-000-52050 60-000-000-53000 | 2,806.02 134.31 867.90 |
| | TOTAL SOLID WASTE | ENTERPRISE FUND | 3,808.23 |
| | TOTAL SOLID WASTE | ENTERPRISE FUND | 3,808.23 |
| | TOTAL SOLID WASTE | ENTERPRISE | 3,808.23 |
| COMPOST SITE ENTERPRISE FUND COMPOST SITE ENTERPRISE FUND | | | |
| COMPOST SITE ENTERPRISE FUND 03025 CAPTAIN COMMODES INC | PORT A POTTI RENTAL COMPOST | 64-000-000-58999 | 110.00 |
| | TOTAL COMPOST SITE | E ENTERPRISE FUND | 110.00 |

DATE: 01/02/2024 TIME: 14:33:34 ID: AP4430ZN

CITY OF STURGEON BAY DEPARTMENT SUMMARY REPORT PAGE: 9

INVOICES DUE ON/BEFORE 01/09/2024

ITEM DESCRIPTION ACCOUNT # AMOUNT DUE VENDOR # NAME ______ COMPOST SITE ENTERPRISE FUND COMPOST SITE ENTERPRISE FUND COMPOST SITE ENTERPRISE FUND TOTAL COMPOST SITE ENTERPRISE FUND 110.00 110.00 TOTAL COMPOST SITE ENTERPRISE FUND 420,002.86 TOTAL ALL FUNDS

| January 9, 2024 Common Council | Page 9A |
|---|--------------|
| MANUAL CHECKS | |
| SPECTRUM 12/15/23 Check # 92817 11/23 Cable Statement Charges 01-160-000-58999 | \$147.00 |
| CUSTOM FAB & BODY, LLC 12/15/23 Check # 92818 Brush Truck 10-250-000-59060 | \$159,961.50 |
| SOUTHERN DOOR SCHOOL DISTRICT 12/19/23 Check # 92820 11/23 Mobile Home Tax Payment 01-000-000-41300 | \$195.07 |
| STURGEON BAY SCHOOL DISTRICT 12/19/23 Check # 92821 11/23 Mobile Home Tax Payment 01-000-000-41300 | \$3,899.16 |
| STURGEON BAY UTILITIES 12/27/23 Check # 92880 11/23 6312 Statement Various Departmental Account | \$335.91 |
| WPS 12/27/23 Check # 92881 12/23 Statement Charges Various Departmental Accounts | \$1,754.33 |
| EMPLOYEE BENEFITS CORP. 12/27/23 Check # 92882 12/23 FSA/COBRA/PEB- 01-600-000-50510 | \$180.50 |
| US BANK EQUIPMENT FINANCE 12/27/23 Check # 92883 Various Departmental Accounts | \$623.47 |

| KWIK TRIP 12/28/23 Check 92884 10/23 & 11/23 Statement Charges 01-250-000-51650 | \$5,049.54 |
|---|--------------|
| SECURIAN FINANCIAL GROUP 01/02/24 Check # 92885 01/24 Life Insurance 01-600-000-50552 | \$2,926.26 |
| DELTA DENTAL 01/02/24 Check # D001463 01/24 Dental Insurance Various Departmental Accounts | \$6,041.77 |
| EFT GROUP INSURANCE 01/02/24 Check # D001464 01/24 Health Insurance Various Departmental Accounts | \$131,170.84 |
| SUN LIFE 01/02/24 Check # 92887 01/24 Short & Long-Term Disability 01-1000-000-21545 | \$2,408.16 |
| SUPERIOR VISION INSURANCE 01/02/24 Check #92888 01/24 Vision Insurance 01-000-000-21540 | \$952.75 |
| REGISTRATION FEE TRUST 01/02/24 Check #92892 2023 Dodge Ram Registration 10-250-000-59060 | \$169.50 |
| TOTAL MANUAL CHECKS | \$315,815.76 |

DATE: 01/02/2024 TIME: 14:33:34 ID: AP4430ZN CITY OF STURGEON BAY DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/09/2024

VENDOR # NAME

ITEM DESCRIPTION

ACCOUNT #

AMOUNT DUE

SUMMARY OF FUNDS:

153,084.82 Alo8,900.58 46,179.87 GENERAL FUND CAPITAL FUND CABLE TV 182.00 TID #6 DISTRICT 364.00 TID #8 DISTRICT 1,976.00 TID #4 DISTRICT TID #5 DISTRICT 200,200.00 5,100.00 TID #9 DISTRICT TID #10 DISTRICT 8,916.20 3,808.23 SOLID WASTE ENTERPRISE 110.00 COMPOST SITE ENTERPRISE FUND 420,002.86 735,818.62 TOTAL --- ALL FUNDS

> Helen Paum 1-2-24 Seth Wremenners 1-2-24 Ban Mehr 1/2/24

COMMON COUNCIL December 19, 2023

A meeting of the Common Council was called to order at 6:05 p.m. by Mayor Ward. The Pledge of Allegiance was recited. Roll call: Bacon, Statz, Williams, Gustafson, Nault, Wiederanders, and Reeths were present.

Nault/Williams to adopt the agenda. Carried.

No one spoke during public comment.

Bacon/Wiederanders to approve following bills: General Fund – \$215,377.67, Capital Fund - \$16,651.52, Cable TV - \$38.27, TID #10 - \$7,750.00, Solid Waste Enterprise Fund - \$18,598.05, and Compost Site Enterprise Fund - \$1,623.40 for a grand total of \$260,038.91. Roll call: All voted aye. Carried.

Gustafson/Williams to approve consent agenda:

- a. Approval of 12/5/23 regular Common Council minutes.
- b. Place the following minutes on file:
 - (1) Community Protection & Services Committee 11/1/23
 - (2) Finance/Purchasing & Building Committee 11/28/23
- c. Place the following reports on file:
 - (1) Police Department Report November 2023
- d. Consideration of: Approval of beverage operator licenses.
- e. Consideration of: Approval of Appointment of Election Inspectors for 2024-2025.
- f. Community Protection & Services Committee Recommendation re: Repeal and recreate Section 1.21 Weights & Measures Regulations.
- g. Community Protection & Services Committee Recommendation re: Amend Section 15.02 State Building Codes SPS 327 Camping Units.
- h. Community Protection & Services Committee Recommendation re: Amend Section 12.03 Compulsory Connection to Sewer and Water Mains.
- i. Finance/Purchasing & Building Committee recommendation re: Amend Development Agreement with Cobblestone Hotels Development LLC to extend deadline to acquire the property to May 31, 2024.

Carried.

There were no mayoral appointments.

Statz/Gustafson to adopt changing Common Council meeting dates in January (only) to January 9 and January 23. Carried.

Williams/Nault to read in title only and adopt the second reading of ordinance re: Repeal and recreate Section 16.08 of the Municipal Code – Holding Tank Agreements. Carried.

Williams/Wiederander to read in title only the first reading of the ordinance re: Repeal and recreate Section 1.21 of the Municipal Code – Weights and Measures Regulations. Carried.

Williams/Reeths to read in title only the first reading of the ordinance re: Amend Section 15.02(1) of the Municipal Code – State Building Codes adopted. Carried.

Williams/Gustafson to read in title only the first reading of the ordinance re: Repeal and recreate Section 12.03 of the Municipal Code – Compulsory Connection to Sewer and Water Mains. Carried.

RECOMMENDATION

We, the City Plan Commission, hereby recommend to vacate the unimproved portion of S. Madison Avenue.

CITY PLAN COMMISSION

By: David Ward, Chr.

The unimproved portion of Madison Avenue right-of-way is no longer needed. Statz/Bacon to approve to vacate the unimproved portion of S. Madison Avenue right-of-way, but not record with the Register of Deeds until the parking area for Scaturo's Baking Co & Cafe is in compliance with the stormwater management code. Carried.

A public hearing re: Discontinuance of an Unimproved Street in the City of Sturgeon Bay – South Madison Avenue was opened at 6:19 pm and closed at 6:20 pm. No one spoke during the public hearing.

Statz/Gustafson to adopt the resolution discontinuing portion of South Madison Avenue subject to the stormwater management for Scaturo's Baking Co & Café parking lot being resolved. Carried.

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to approve amending the development agreement with FPEJ, LLC to include two additional lots located along Alabama Place.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

Community Development Director Olejniczak explained that with the land purchased from Krueger in 2022, not all will be used to extend Alabama Place and a stormwater detention area. Two new lots for development can be created with the amount of land left. Bacon/Statz to adopt. Carried.

RECOMMENDATION

We, the City Plan Commission, hereby recommend to text amendments within Section 9.05, Tourist Rooming House permit, of the Municipal Code.

CITY PLAN COMMISSION

By: David Ward, Chr.

Williams/Gustafson to adopt. Carried.

RECOMMENDATION

We, the Community Protection and Services Committee, hereby recommend to approve changes to Section 9.05 - Tourist Rooming House permit, of the Municipal Code.

COMMUNITY PROTECTION & SERVICES COMMITTEE

By: Dan Williams, Chr.

Williams/Bacon to adopt. Carried.

Wiederander/Nault to read in title only the first reading of the ordinance re: Repeal and recreate Section 9.05 of the Municipal Code – Tourist Room House license. Carried.

City Administrator VanLieshout gave his report.

Mayor Ward gave his report.

Nault/Reeths to adjourn. Carried. The meeting adjourned at 6:38 p.m.

Respectfully submitted,

Laurie A. Spittlemeister Deputy Clerk/Treasurer

FINANCE/PURCHASING & BUILDING COMMITTEE December 12, 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: Mayor Ward, City Administrator VanLieshout, City Treasurer/Finance Director Clarizio, Assistant Police Chief Brinkman, Community Development Director Olejniczak, and Office Accounting Assistant II Metzer. Alderperson Gustafson entered at 4:47pm.

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

- 1. Roll call.
- 2. Adoption of agenda.
- 3. Public comment on agenda items and other issues related to finance & purchasing.
- 4. Consideration of: Ordinance repealing and recreating Section 3.06 Transfer of Funds
- 5. Consideration of: Revisions to the City of Sturgeon Bay Purchasing & Property Accountability Policy.
- 6. Consideration of: Surplus Property.
- 7. Consideration of: Amendment to the development Agreement with Cobblestone Hotels.
- 8. Consideration of: Purchase of Property on Division Road.
- 9. Convene in closed session in accordance with the following exemptions:

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

a. Consideration of: Purchase of Property on Division Road.

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.

Development, LLC.

- 10. Review bills.
- 11. Adjourn.

Carried.

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

Consideration of: Ordinance repealing and recreating Section 3.06 – Transfer of Funds: Finance Director/City Treasurer stated Section 3.06 is part of the Common Councils rule XIII. The last time it was changed was in 2018. Staff recommends increasing the fund transfer levels to keep a normal course of business moving forward.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to approve repealing and recreating Section 3.06, Transfer of Funds. Carried.

Consideration of: Revisions to the City of Sturgeon Bay Purchasing & Property Accountability Policy:

City Administrator Van Lieshout explained as pricing and costs continue to rise, the city needs to adjust the Purchasing & Property Accountability policy. An area that was added to the policy due to the rising costs of vehicles is the acquisition of used vehicles. He stated when purchasing used vehicles purchasing needs to be made quicker than if purchasing a new vehicle. Section F, covering sole source purchasing was revised. The city encounters vendors that are either the only provider in the state or state contracted. There is a revision included in the section that requires the Finance Committee to be made aware of these types of purchases after they have been made.

Finance Director/City Treasurer Clarizio continued, explaining some of the revisions made updates definitions and cleans up language such as the purchase order process. The purchasing chart proposes increases to the authorization levels.

Alderperson William requested a change under "Competitive Written Proposals/Bids" reducing 3 bids to 2 bids.

Ms. Clarizio stated the reimbursement for travel expenses daily limit increased from \$49.00 to \$54.00 per day and increased gratuities to 20%. A brief discussion was held regarding maintaining a staff vehicle or mileage reimbursement.

Moved by Alderperson Bacon, seconded by Alderperson Williams to recommend to Common Council to approve the revisions to the City of Sturgeon Bay Purchasing & Property Accountability Policy, but changing the section under Competitive Written Proposals/Bids from three bids obtained to two. Carried.

Consideration of: Surplus Property:

City Administrator Van Lieshout stated the Police Department has two squad cars and the City has a 2005 Jeep Cherokee to declare as surplus. He is requesting to declare the vehicles as surplus and liquidate.

Moved by Alderperson Wiederanders, seconded by Alderperson Williams to declare 2015 Ford Explorer SUV, 2015 Ford Explorer and 2005 Jeep Grand Cherokee SUV as surplus and allow the City Administrator to determine the best method of liquidation. Carried.

Consideration of: Amendment to the development Agreement with Cobblestone Hotels Development, LLC.

Community Development Director Olejniczak explained this past October the City entered into a development agreement with Cobblestone Hotel, LLC to build a hotel at the corner of N 12th Avenue and Egg Harbor Road. Because the agreement took time to finalize the developer requested that the construction time be backed up by 5 months. The acquisition date of the property was never backed up. Recently, the developer contacted the city requesting additional time to acquire the property. With increasing interest rates and construction costs they are required to raise more equity than anticipated. They are requesting the deadline to acquire the property to be extended until May 31, 2024. Mr. Olejniczak stated this will not impact the financial aspects of the development agreement, they will not receive financial assistance until the hotel is built.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to approve amending the development agreement with Cobblestone Hotels Development, LLC to extend the deadline to acquire the property to May 31, 2024. Carried.

Consideration of: Purchase of Property on Division Road.

City Administrator Van Lieshout explained the city previously considered purchasing a property on division road for future needs, connection of the Ahnapee Trail and possible future subdivision development. The committee directed Staff to revisit the property and contact with the property owner as to their interest in selling the property.

After Alderperson Williams announced the statutory basis, it was moved by Alderperson Williams, seconded by Alderperson Bacon to convene in closed session. Roll call: Alderpersons Bacon, Wiederanders and Williams voted aye. Carried. The meeting moved into closed session at 5:01 pm. The meeting reconvened at 5:26 pm.

Review bills

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

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to adjourn. Carried. The meeting adjourned at 5:28pm.

Respectfully submitted,

Tricia Metzer

WATERFRONT REDEVELOPMENT AUTHORITY Wednesday, December 13, 2023

A meeting of the Waterfront Redevelopment Authority ("WRA") was called to order at 3:00 p.m. by Chairperson Dan Williams in the Council Chambers, City Hall, 421 Michigan Street, Sturgeon Bay.

Roll Call (#1): Members present were Dan Williams, Ryan Hoernke, Carrie Tjernagel, John Hauser and Chris Jeanquart. Member Dennis Statz was excused. Member Barbara Pfeifer was absent. Staff present were WRA Secretary Marty Olejniczak, Planner/Zoning Administrator Stephanie Servia, and Community Development Administrative Assistant Cindy Sommer.

Adoption of agenda (#2): Motion made by Mr. Hauser, seconded by Mr. Hoernke to adopt the following agenda:

- 1. Roll call.
- 2. Adoption of agenda.
- 3. Approval of minutes from July 12, 2023.
- 4. Public comment on agenda items.
- 5. Update on current waterfront redevelopment activities.
- 6. Consideration of: Lease of property located at 10 W. Larch Street (parking lot) parcel no. 281-24-15090301A.
- 7. 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. 19.85(1)(e).
 - Consideration of: Lease of property located at 10 W. Larch Street (parking lot) parcel no. 281-24-15090301A.
 - 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 Authority may adjourn in closed session.
- 8. Consideration of: Assignment of Rights to Development Agreement Will Estes, LLC (Sonny's Pizzeria)
- 9. Consideration: Dissolution of Sturgeon Bay Waterfront Redevelopment Authority.
- 10. Adjourn.

All ayes. Motion carried.

Approval of minutes from July 12, 2023 (#3): Motion made by Mr. Jeanquart, seconded by Mr. Hoernke to approve the minutes from July 12, 2023. All ayes, motion carried.

Public Comment on agenda items (#4): Chris Kellems of 120 Alabama Street stated she is in favor of a 5 to 10-year lease and not a sale of the parking lot next to Sonny's Restaurant. She also feels that the WRA should be dissolved, and Council should make decisions on the agenda items.

Update on current waterfront redevelopment activities (#5): Mr. Olejniczak explained that a new agreement has been reached to complete the granary next summer, and the city is preparing to complete the center walkway in coordination with the granary. The funds from American Transmission Company (ATC) have come through and Mr. Gentry is close to starting construction. The city is continuing to talk with other developers on the remaining waterfront development site where the apartment project fell through.

Consideration of: Lease of property located at 10 W. Larch Street (parking lot) - parcel no. 281-24-15090301A (#6): Mr. Olejniczak explained that several discussions have taken place regarding sale versus lease of this property. Attorney Randy Nesbitt provided an easement that the City staff was unaware of and was not signed by either the WRA or the property owner but was recorded. There could be some questions as to the validity of the easement, but the City has not formed an opinion on that issue. The easement was granted in perpetuity and addresses many of the City's concerns but the City would prefer it be more specific on many items. There are several options for the members to consider: 1) accept the easement as it is; 2) use the existing easement as a base to draft a new, more detailed easement; 3) research and potentially

challenge the validity of the easement and work on a new agreement with Sonny's; 4) do nothing and let Council decide the issue. Staff's recommendation is to redraft a more detailed easement that expires in 30 years, allows for 10 public parking spaces, requires that Sonny's repave the parking lot with the city reimbursing 18.5% of the costs, remove the rights granted to Sonny's to park in the marina parking area, and limit parking to 50 spaces across the street.

Attorney Randy Nesbitt explained that he no longer has notes or files from when the easement was drafted, however he recalls that the drafter, Attorney Randall of Milwaukee, is a very detailed and thorough attorney and he feels that the easement would have been drafted very carefully and with good reason, although Mr. Nesbitt doesn't specifically remember the reasons. He recalls that the City was the owner of the parking lot, not the WRA. He indicated that his client, Sonny's Pizzeria, is interested in redoing the lease or easement and he agrees that it should be more detailed.

After some discussion there was a consensus to let this matter be decided by the Council after the assignment of the development contract is completed. Because the members felt their recommendations regarding the potential lease were already on the record, the members chose to not act formally.

Convene in closed session in accordance with the following exemption:

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

Consideration of: Sale of property located at 10 W. Larch Street (parking lot) - parcel no. 281-24-15090301A.

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 Authority may adjourn in closed session. (#7): No motion was made to convene in closed session.

Consideration of: Assignment of Rights to Development Agreement – Will Estes, LLC (Sonny's Pizzeria) (#8): Mr. Olejniczak handed out a revised Assignment of Development Contract for Restaurant for Sturgeon Bay Waterfront Development to all the members. He explained that this draft is slightly modified from what was in the original meeting packet. The agreement relieves the WRA from any further obligations and assigns all rights of the WRA to the City. Mr. Jeanquart motioned to approve the assignment of development contract for restaurant as presented and to quitclaim all WRA-owned property related to the development contract to the City. Motion seconded by Mr. Hoernke. All ayes, motion carried.

Consideration: Dissolution of Sturgeon Bay Waterfront Redevelopment Authority (#9). Mr. Olejniczak indicated that dissolution could be made by a simple motion if the members would like to do so. The Common Council would then need to follow certain procedures to officially dissolve it. Mr. Hauser moved to dissolve the Sturgeon Bay Waterfront Redevelopment Authority. Motion seconded by Ms. Tjernagel. All ayes, motion carried.

Adjourn (#10): Motion to adjourn by Mr. Hauser and seconded by Mr. Hoernke. All ayes. Motion carried. The meeting adjourned at 3:30 p.m.

Respectfully submitted,

Cindy Sommer Community Development

Administrative Assistant

CITY OF STURGEON BAY LOCAL TRANSPORATION BOARD MINUTES Wednesday, December 13, 2023 Council Chambers, City Hall, 421 Michigan Street 4:30 P.M.

A meeting of the Transportation Board was called to order at 4:30 p.m. by Ald./Chr. Reeths in Council Chambers, City Hall, 421 Michigan Street.

Roll Call: Members Ald. Kirsten Reeths, Ald. Gary Nault, and Brian Weiss were present. Also present: City Engineer Chad Shefchik, Municipal Services Director Mike Barker and Municipal Services Administrative Assistant Colleen DeGrave.

Adoption of Agenda: Moved by Ald. Nault, seconded by Brian Weiss:

- 1. Roll call
- 2. Adoption of agenda
- 3. Approval of minutes from October 11, 2023
- 4. Public comment
- 5. Consideration of: Bike Rodeo May 11, 2024
- 6. Discussion of: Crosswalk to ADRC on 14th Avenue
- 7. Discussion of: Repair or Replace Steps at Lawrence Big Hill Park (Jefferson Street Entrance)
- 8. Adjourn

All in favor. Carried.

Mark Smullen entered at 4:31 p.m.

Approval of minutes from October 11, 2023: Moved by Ald. Reeths, seconded by Brian Weiss to approve the minutes from October 11, 2023. All in favor. Carried. Ald. Gustafson and City Administrator Josh VanLieshout entered at 4:32 p.m.

Public comment: Barb Graul 354 S. 15th Ct. spoke.

Consideration of: Bike Rodeo May 11, 2024

Moved by Ald. Gustafson, seconded by Ald. Nault to approve the 2024 Bike Rodeo for May 11, 2024. All in favor. Carried.

Discussion of: Crosswalk to ADRC ON 14TH **Ave.** Ald. Reeths stated a resident was concerned about using the sidewalk on the west side of 14th Ave. and then trying to cross the street to the ADRC. Mike Barker stated it is not usually advisable to have a crosswalk midblock and that can lead to safety issues. Chad Shefchik said it would require a sign on both sides of the road. Mr. Shefchik stated if the County felt it was a need for the ADRC, that the city could work together with them on a plan. He said he would talk to Wayne Spritka from the County.

Discussion of: Repair or Replace Steps at Lawrence Big Hill Park (Jefferson Street Entrance)

Discussion took place on the repair or replacement of the steps at Big Hill Park. The board decided to forward this agenda item to the Park & Recreation Board/Committee.

Adjourn: Motion by Ald. Nault, seconded by Mark Smullen to adjourn. Meeting adjourned at 5:17 p.m.

Respectfully Submitted,

Colleen DeGrave

Municipal Services Administrative Assistant

our K. JeGras

AESTHETIC DESIGN AND SITE PLAN REVIEW BOARD Monday, December 18, 2023

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

Roll Call: Members Rick Wiesner, Nancy Schopf, Thad Birmingham, and Pam Jorns were present. Members Jolene McMahon and Dave Augustson were excused. Member Matt Fox was absent. Staff present were Planner/Zoning Administrator Stephanie Servia, Community Development Director Marty Olejniczak, Police Assistant Candy Jeanquart, Sheryl Anderson, Mike Mastrangelo, Barbara and Michael Rapp, Project Manager Nicole Matson, Architect James Dallman (Virtual), Architect Cari Alcombright (Virtual) and Chris Kellems.

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

- 1. Roll call.
- 2. Adoption of agenda.
- 3. Approval of minutes from November 13, 2023.
- 4. Consideration of: Façade changes to The Woodwright for Mike Mastrangelo located at 22 East Pine Street
- 5. Consideration of: Cooperative ground sign for West Marine Plaza located at 1449 Green Bay Road.
- 6. Consideration of: Revision to Door County Granary Project for Sturgeon Bay Historical Society located at 72 East Locust Street.
- 7. Adjourn.

All ayes. Motion carried.

Approval of minutes from November 13, 2023: Moved by Ms. Schopf, seconded by Mr. Birmingham to approve the minutes. All ayes. Motion carried.

Consideration of: Facade changes to The Woodwright for Mike Mastrangelo, located at 22 East Pine Street: Ms. Servia explained Ms. Sheryl Anderson and Mr. Mike Mastrangelo are requesting an exterior refresh for their building at 22 East Pine Street. They wish to replace three doors and one window on the front façade with more energy efficient black aluminum framed options. The awning will remain green, the cinder block front part of the building will be clad in natural cedar board and batten siding while the remainder of the building will remain with the original stamped metal siding. The door, window and eave trims will be cedar. The windows and doors will be black aluminum framed. Ms. Servia explained due to the style of the building, there was some concern over the modern details potentially clashing with the existing façade.

Mr. Birmingham asked about a floor plan and the usage of the second-floor patio door. Ms. Anderson explained intentions are for a balcony on the second-floor easement with railing. Mr. Wiesner questioned the design and visibility of posts on the lower level. Mr. Mastrangelo explained the beam blends with the wall including posts and spiral stairs.

Mr. Wiesner expressed concern on the green awning. Ms. Anderson stated the colors are still being determined. Mr. Birmingham asked if the awning would be removed for the updates and then replaced, the presenters confirmed. Ms. Jorns likes how the façade matches the neighboring building. Mr. Wiesner asked if the door was green, Mr. Mastrangelo and Ms. Anderson both commented that the door is the original wood grain which is unique with no plans for changing.

Ms. Jorns motioned to approve as presented. Motion seconded by Ms. Schopf. All ayes, motion carried.

Consideration of: Cooperative ground sign for West Marine Plaza located at 1449 Green Bay Road: Ms. Servia explained Mr. Michael Rapp and Ms. Barbara Rapp are requesting a cooperative ground sign where the current signage will be increased with three more rows added. The cooperative ground sign requires approval by Plan Commissions where they may attach additional conditions at the December 20th, 2023, meeting.

Mr. Birmingham questioned the square footage of the signage and if meets the code. Ms. Servia stated with the changes the total square footage will be 159 square feet and 16 feet high, of which the cooperative ground sign code allows up to 200 square feet and a maximum height of 25 feet. Mr. Olejniczak stated the current signage is centered and in a good location for traffic.

Mr. Wiesner questioned the blank white paneling on the bottom and if that will remain or if the color can be changed darker until occupied. Ms. Rapp explained tenants were offered double spaces for larger exposure however in the meantime the blank space will be occupied with generic messages. Mr. Rapp explained only a half strip will remain after the new laundromat.

Mr. Birmingham motioned to approve the changes presented. Motion seconded by Ms. Jorns. All ayes, motion carried.

Consideration of: Revisions to Door County Granary Project for Sturgeon Bay Historical Society located at 72 East Locust Street: Ms. Servia explained the Historical Society Foundation is requesting some revisions to the previously approved grain elevator façade and additions. Phase 2 design revisions include cladding the headhouse and the ground floor with corrugated metal siding, simplifying the façade materials. Also changing the roof of the addition to a flat roof and modifications to the windows and siding. Phase 3 revisions include exposing the exterior stairway, previously approved as an enclosure, and updating/reducing the windows around the bin level of the building with just one new window.

Mr. Wiesner questioned if the transparent panels are no longer being added. Ms. Nicole Matson, Project Manager, explained the transparent panels are being removed to keep the upper level consistent with the lower level and keeping the original façade of the granary. Ms. Matson stated the State Historic Preservation Office (SHPO) requested the change.

Ms. Jorns asked where the flat roof would be located and how durable in the winter weather. Ms. Servia explained the flat roof is only on the building addition. Ms. Matson stated the design for the flat roof over the addition is intended to invoke the look of a rail car since a railroad sidetrack used to run along that side of the granary. Mr. Wiesner explained a good designed flat roof can withhold all weather conditions. Ms. Matson explained future thoughts are to use the flat roof as green space or a garden.

Ms. Jorns questioned the changes to the staircase which Ms. Servia explained will no longer be enclosed. Ms. Matson explained the exposed staircase is more cost efficient instead of the tower. Mr. James Dallman, La Dallman Architect, stated the stairway to the top will be discussed in phase 3. Mr. Birmingham questioned alternative access to the upper levels for those unable to use the stairs. Ms. Matson stated an elevator is included in phase 3.

Ms. Jorns asked if the siding presented was approved by the board in 2022 and Ms. Matson confirmed. Mr. Dallman explained revising to natural cedar from burnt cedar, however the color will still be dark with the material change.

Mr. Dallman stated the smaller windows around the granary are replacing the original design. The larger windows are not part of the original granary design.

Ms. Matson explained the revisions are due to cost and the requirements of the State Historic Preservation Office. Mr. Birmingham asked if the State Historic Preservation Office thinks the design is how the original granary looked. Ms. Matson said yes.

The chair invited public comment. Chris Kellems, 120 Alabama Street, member of Historical Society, explained the design is as close to the original with the revisions. She explained the difference between restoring how the granary was and rehabilitating the building with a new purpose.

Ms. Schopf motioned to approve as presented. Motion seconded by Mr. Jorns. The vote was three ayes and one nay (Birmingham). Motion carried.

Adjourn: Moved by Mr. Birmingham, seconded by Ms. Schopf to adjourn. All ayes. Motion carried. The meeting adjourned at 6:56 p.m.

Respectfully submitted,

Candy Jeanquart Sturgeon Bay Police Department Police Assistant

BOARD OF PUBLIC WORKS December 19, 2023

A meeting of the Board of Public Works was called to order by Mayor Ward at 5:03 p.m. Roll call: Members Mayor Ward, Statz, Williams, Nault, Wiederanders and Reeths were present. Member Gustafson arrived at the meeting at 5:20 p.m. Member Bacon arrived at the meeting at 5:21 p.m.

Williams/Reeths to adopt agenda.

- 1. Call to order.
- 2. Roll call.
- 3. Adoption of agenda.
- 4. Election of Chairperson.
- 5. Consideration of: Approval of 2024 Capital Roadway Improvements and Five-Year Capital Plan.
- 6. Adjourn.

Carried.

Reeths/Statz to nominate Dan Williams as Chairperson of Board of Public Works. Carried.

City Engineer Shefchik summarized the road improvement projects for 2023. Those projects came in under budget and replaced 1.5 miles of roadway.

Mr. Shefchik outlined the proposed 2024 Roadway Improvements; they are listed as follows:

- 1) N 18th Place (from Georgia Street to Jefferson Drive), Jefferson Drive (from N 18th Place to N 18th Ave) and Iowa Street (from N 18th Place to N 18th Avenue): Mill & Pave.
- 2) Huron Street (from N 14th Place to N 15th Place), Huron Court (from Huron Street to 15th Place) and N 15th Place (from Huron Street to Georgia Street): Mill & Pave.
- 3) Louisiana Place (from N 17th Drive to N 16th Place), N 17th Drive (from Michigan Street to Jefferson Place), Kentucky Place (from N 16th Place to N 17th Drive), N 16th Place (from Louisiana Place to Kentucky Place) and N 16th Drive (from Kentucky Place to Louisiana Place): Mill & Pave.
- 4) Oregon Street (from S 10th Ave to Ś 7th Ave), S 9th Ave (from Michigan Street to Pennsylvania Street), S 8th Ave (from Pennsylvania Street to Oregon Street), S 7th Ave (from Oregon Street to Pennsylvania Street) and Pennsylvania Street (from S 7th Ave to S 8th Ave): Mill & Pave. Member Gustafson arrived at the meeting.
- 5) N 12th Place (from Bluebird Street to Eagle Street) and Eagle Street (from N 12th Place to N 12th Place): Mill & Pave. Member Bacon arrived at the meeting.
- 6) W Maple Street (from Bayfield Ave to Baraboo Ave): Mill & Pave.
- 7) N Fulton Ave (from W Hickory Street to W Juniper Street): Mill & Pave.
- 8) Cove Road (from 715' north of Zenith Street to south termination at City Limits) and Zenith Street (from Cove Road to west termination): Mill & Pave.
- 9) N 2nd Ave Parking Lot: Pavement Replacement.

10) Alleys E46 and E47: Pavement Replacement completed by the City of Sturgeon Bay DPW crews.

For 2024 there are also several TID projects proposed and include:

1) Geneva Ridge Subdivision:

- a) S Fulton Ave and S Geneva Ave extension to include storm sewer, sanitary sewer, water infrastructure, and roll curbing to allow for driveway location flexibility. As the houses are completed, sidewalks will be added to the east side of the roadway extensions.
- b) S Hudson Ave (from W Walnut Drive to south termination): Mill & Pave.
- c) S Hudson Ave (from W Walnut Drive to south termination) and S Hudson Court (from W Walnut Drive to north termination): New Sidewalks.
- 2) Alabama Place (from termination east of Bonnie View Drive to N 12th Place: Storm sewer, sanitary sewer, water infrastructure, curbing and asphalt.
- 3) Proposed 911 Parking Lot: On the western portion of the property at 911 N 14th Ave a new parking lot will be constructed.

City Engineer Shefchik mentioned that it is projected that 3.9 miles of roadway is projected to be replaced in 2024. He explained the PASER roadway rating system compiled every other year which was completed in 2023, and summarized the five-year Capital Plan.

Ward/Wiederanders to approve the five-year capital plan, including the authorization for the preparation of bid documents for the 2024 capital roadway improvement and TID projects as described above. Carried.

Ward/Reeths to adjourn. Carried. Meeting adjourned at 5:59 p.m.

Respectfully submitted,

Laurie A. Spittlemeister Deputy Clerk/Treasurer

CITY PLAN COMMISSION December 20, 2023

A meeting of the City Plan Commission was called to order at 6:00 p.m. by Chairperson David Ward in the Council Chambers, City Hall, 421 Michigan Street.

Roll call: Members David Ward, Helen Bacon, Dennis Statz, J. Spencer Gustafson, Mark Holey, Jeff Norland, and Amy Stephens were present. Also present were Community Development Director Marty Olejniczak, Planner/Zoning Administrator Stephanie Servia and Deputy Clerk/Treasurer Laurie Spittlemeister.

Adoption of agenda: Moved by Mr. Statz, seconded by Mr. Holey to adopt the following agenda:

- 1. Roll call.
- 2. Adoption of agenda.
- 3. Approval of minutes from November 14, 2023.
- 4. Public comment on non-agenda Plan Commission related items.
- 5. Consideration of: Cooperative ground sign for West Marine Plaza & Maxi Storage located at 1447-1449 Green Bay Road.
- 6. Adjourn.

All ayes. Carried.

Approval of minutes from November 14, 2023: Moved by Mr. Gustafson, seconded by Mr. Norland to approve the minutes from November 14, 2023. All ayes. Carried.

Public comment on non-agenda Plan Commission related items: No one spoke during public comment.

Consideration of: Cooperative ground sign for West Marine Plaza & Maxi Storage located at 1447-1449 Green Bay Road: Planner/Zoning Administrator Stephanie Servia explained Barbara and Michael Rapp (Vermillion Properties, LLC) are requesting approval for a cooperative ground sign for their adjacent businesses at 1447 & 1449 Green Bay Road. The Rapp's would like to add additional signage to the current sign for West Marine that would include their Maxi Storage business. The parcel for Maxi Storage does not have frontage on Green Bay Road but does have an access easement. If approved by City Plan Commission, the sign must meet certain conditions. The approval for this sign was approved by Aesthetic Design & Site Plan Review Board with no concerns. Moved by Mr. Norland, seconded by Ms. Stephens to approve cooperative ground sign for West Marine Plaza & Maxi Storage located at 1447-1449 Green Bay Road. All ayes. Carried.

Adjourn: Moved by Mr. Gustafson, seconded by Ms. Bacon to adjourn. All ayes. Carried. Meeting adjourned at 6:05 p.m.

Respectfully submitted, >

Laurie A. Spittlemeister Deputy Clerk/Treasurer

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FINANCE/PURCHASING & BUILDING COMMITTEE January 2, 2024

A meeting of the Finance/Purchasing & Building Committee was called to order at 4:00 pm by Chairperson Bacon in the Council Chambers, City Hall. Roll call: Alderpersons Bacon, Wiederanders and Williams were present. Also present: City Administrator VanLieshout, City Treasurer/Finance Director Clarizio, Fire Chief Dietman, Community Development Director Olejniczak, and Deputy Clerk/Treasurer Spittlemeister.

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

- 1. Roll call.
- 2. Adoption of agenda.
- 3. Public comment on agenda items and other issues related to finance & purchasing.
- 4. Consideration of: Sturgeon Bay Fire Department Drone Replacement.
- Consideration of: Purchase of Stormwater Detention area from BOC Partnership, LLP-Parcel # 281-54-06020801.
- 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. Consideration of: Purchase of Stormwater Detention are from BOC Partnership, LLP- Parcel # 281-54-06020801.

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.

Carried.

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

Consideration of: Sturgeon Bay Fire Department Drone Replacement:

Fire Chief Dietman introduced the replacement drone for the Fire Department. The replacement drone is larger than their current one and would provide increased functions. With the larger drone, it can fly in winds that are up to 40 MPH, fly in snow and rain, and will provide more flight time with the larger battery. Fire Department is hoping to sole source, as Titletown Drone has been the sole provider and local seller of these types of drones. In addition to a favorable quote, the Fire Department has secured two grants totaling \$6,250 to offset the cost.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to accept the proposal from Titletown Drones in the amount of \$17,971.00 for the drone replacement and allow up to an additional \$1,000.00 for a monitor and operational accessories. Carried.

Consideration of: Purchase of Stormwater Detention area from BOC Partnership, LLP- Parcel # 281-54-06020801:

The City of Sturgeon Bay owned this parcel and sold it in 2005. This past November, BOC Partnership purchased the parcel. Community Development Director Olejniczak mentioned that it would be a benefit for the city to own part of that parcel if needed for stormwater management in the future.

Tom Kriedeman, owner of BOC Partnership, LLP, stated that this property is not just water runoff for the property, but for the entire area. Mr. Kriedeman feels that it would be best if the City owns the property needed for stormwater management.

After Alderperson Bacon announced the statutory basis, it was moved by Alderperson Bacon, seconded by Alderperson Williams to convene in closed session. Roll call: Alderpersons Bacon, Wiederanders and Williams voted aye. Carried. The meeting moved into closed session at 4:19 pm. The meeting reconvened in open session at 4:31 pm.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to accept the proposal to purchase a 0.62-acre area of parcel #281-54-06020801 from Tom Kriedeman of BOC Partnership, LLP in the amount \$18,500, require the dedication of the 35 feet of right-of-way for Alabama Street and restrict the division of the parcel to no more than 4 lots. In addition, permission for City Street crew to dig two test holes in south/east and central areas of for soil testing. Carried.

Review bills

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

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

Respectfully submitted,

Laurie A. Spittlemeister Deputy Clerk/Treasurer



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 **NOVEMBER 2023 FIRE REPORT**

NOVEMBER 2023 INCIDENTS:

183

NOVEMBER 2022 INCIDENTS:

131

2023 YTD TOTAL:

1,670

2022 YTD TOTAL:

1,606

INCIDENTS BY JURISDICTION:

AVERAGE RESPONSE TIME:

EMERGENT: 3.88 Minutes NON-EMERGENT: 5.11 Minutes 161 Year to Date: 1,490 CITY: 01 - Public Service/Assist 01 - Removal of Victim from Elevator

127 - Medical Incident 01 - Gas Leak

06 – Dispatched & Cxl in Route 01 - Water Vehicle Fire

06 - Alarm/Detector Activation, No Fire 03 – Assist Law Enforcement/Other Agency

03 - Carbon Monoxide Incident 03 – Vehicle Accident

01 - Haz Mat Incident

02 - Smoke Scare/Odor of Smoke

03 - Unauthorized Burning

01 - Citzen Complaint

02 – Electrical Problem, Light Ballast

Town of Sevastopol: 01 - Building Fire

13 Year to Date: 79 01 - Medical Incident

NON-EMERGENT: 10.07 Minutes **EMERGENT: 7.8 Minutes** 01 - Extrication of Victim from Structure

01 - Vehicle Accident

01 – Gas Leak

02 - Carbon Monoxide Incident

01 – Public Service/Assit

01 – Dispatched & Cxl in Route

03 - Smoke Scare/Odor of Smoke

01 - HazMat Incident

Town of Sturgeon Bay:

05 Year to Date: 71 01 - Vehicle Accident

EMERGENT: 10.45 Minutes NON-EMERGENT: 11.75 Minutes 01 - Dispatched & Cxl in Route

02 - Medical Incident 01 - Carbon Monoxide Incident

MUTUAL AID/MABAS INCIDENTS

Southern Door:

<u>01</u> Year to Date: <u>06</u>

Sister Bay:

0 Year to Date: 03

1 - Dispatched & Cxl in Route

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

Jacksonport:

<u>01</u> Year to Date: <u>04</u>

Gibraltar: Algoma:

0 Year to Date: 01 0 Year to Date: 01

1 - Search for Person on Land Egg Harbor:

01 Year to Date: 07

Winnebago:

0 Year to Date: 01

1 – Dispatched & Cxl in Route

Baileys Harbor:

01 Year to Date: 01

1 - Structure Fire

| INSPECTION REPORT: | Regular Inspections | Re Inspections | Occupancy Inspections | Hours |
|-------------------------------------|---------------------|----------------|-----------------------|-----------------|
| Inspections – City of Sturgeon Bay: | <u>186</u> | <u>22</u> | <u>02</u> | 224.45 |
| Inspections – Town of Sevastopol: | <u>01</u> | <u>0</u> | <u>0</u> | <u>.86</u> |
| Inspections – Town of Sturgeon Bay: | <u>0</u> | <u>0</u> | $\underline{0}$ | $\underline{0}$ |
| Inspections – Town of Jacksonport: | $\underline{0}$ | <u>03</u> | <u>0</u> | <u>1.2</u> |

Town of Sevastopol Burn Permits: Town of Sturgeon Bay Burn Permits: Permits Issued for Month: 05 Permits Issued for Month: 0

Year to Date Permits Issued: 40 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; general station cleaning; completed annual fire hose testing; assisted DPW by removing the sun shade at the Skate Park; installed a new router in U726; completed annual gear inspections; pressure washed and winterized Marine 731; replaced a p-trap in the bathroom at the westside station; diagnosed a antifreeze leak on E707; installed new compartment heaters on E707 and installed a new end on the the exhaust hose for T712.

TRAINING:

211.25 total hours of training were conducted in November. Firefighters trained with driver/operator procedures includeing drafting procedures; contained their online APEX safety training; grope rescue techniques including the sked board and tripod; SCBA drills/buddy breathing; rapd intervention crew (RIC) operations; MADAY procedures; rescue task force equipment & operations and FF Petry, FF Schopf, FF Naze & FF Vasallo continued Emergency Medical Responder (EMR) training.

OTHER:

The Fire Chief and AC attended City and other Town meetings. AC Montevideo installed one car seat. On-duty firefighters participated in the Christmas Holiday Parade.

12/21/2023

BANK BALANCE

5,516.48

751,849.97

787,897.79

180,030.61

9,966.80

330,854.11 330,854.11

57,023.05

PRIOR G/L BALANCE
REVENUE
DISBURSEMENTS
AMOUNT IN TRANSIT
ADJUSTMENTS
ENDING BALANCE

5,492.14 24.34 0.00 0.00 0.00 0.00 5,516.48

748,532.98 3,316.99 0.00 0.00 0.00 0.00 751,849.97

784,421.77 3,476.02 0.00 0.00 0.00 0.00 787,897.79

179,236.36 794.25 0.00 0.00 0.00 0.00 180,030.61

9,922.83 43.97 0.00 0.00 0.00 9,966.80

329,795.42 1,461.19 402.50 0.00 0.00

56,771.48 251.57

0.00

TID #3 PROJECTS STATE - #14

TID #3 DEBT SVC STATE - #08

TID #4 PROJECTS STATE-#01

TID #4 DEBT SVC STATE- #12

TID #5 DEBT SVC STATE - #4

TID#6 PROJECTS STATE-#5

TID#6 DEBT SVC STATE-#9

NOVEMBER 2023 BANK RECONCILIATION

CHECKING ACCOUNTS

| BANK BALANCE LESS OUTS. CHECKS | PRIOR G/L BALANCE REVENUE DISBURSEMENTS AMOUNT IN TRANSIT ADJUSTMENTS ENDING BALANCE |
|--|---|
| 4,324,722.52 178,501.95 4,146,220.57 | GENERAL FUND NICOLET 4,374,933.92 1,196,111.71 1,431,656.74 2,167.21 8,998.89 4,146,220.57 |
| 110,315.59 0.00 110,315.59 | ARPA NICOLET 124,765.11 50.48 14,500.00 0.00 0.00 0.00 110,315.59 |
| | |
| | |
| | |
| 1,738,829.16 0.00 1,738,829.16 | GENERAL/CAPITAL FUND INVESTMENTS 1,733,429,99 5,399,17 0.00 0.00 0.00 1,738,829,16 |

SAVINGS ACCOUNTS

| | | AND DESCRIPTION OF THE PARTY OF | The state of the s | | | | 0, 17 1,000. 10 | |
|--|--|--|--|--|------------------------------------|-------------------------------|----------------------------|------------------|
| 76,498.98 | 58,268.79 | 3,918,362.89 | 12.338.71 | 898.191.86 | 265.538.83 | 2 265 228 32 | 3 124 658 46 | ANK BALANCE |
| 76,498.98 | 58,268.79 | 3,918,362.89 | 12,338.71 | 898,191.86 | 265,538.83 | 2,265,228.32 | 3,124,658.46 | NDING BALANCE |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | DJUSTMENTS |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | MOUNT IN TRANSIT |
| 31.17 | 0.00 | 1,579.60 | 0.00 | 0.00 | 0.00 | 0.00 | 1,081.17 | ISBURSEMENTS |
| 337.61 | 257.07 | 17,292.95 | 54.44 | 3,962.61 | 1,171.50 | 9,993.66 | 15,791.63 | EVENUE |
| 76,192.54 | 58,011.72 | 3,902,649.54 | 12,284.27 | 894,229.25 | 264,367.33 | 2,255,234.66 | 3,109,948.00 | RIOR G/L BALANCE |
| TID #2 AMENDED AREA DEBT SVC STATE - #7 | TID #2 AMENDED AREA TID #2 AMENDED AREA PROJECTS STATE - #06 DEBT SVC STATE - #7 | TID #2 DEBT SVC STATE - #10 | TID #2 PROJECTS STATE - #3 | AFFORDABLE HOUSING TID STATE - #11 | CAPITAL PROJECTS DEBT STATE #15 | CAPITAL PROJECTS STATE #13 | GENERAL FUND STATE - #2 | |

INVESTMENT ACCOUNTS

| ລ | |
|-----------------|--|
| T N T R A | |
| GENERAL/CAPITAL | |
| | |

| DELCE OF A PROTO | GENERAL/CAPITAL FUN | |
|------------------|---------------------|--|
| | S N | |

DATE: 12/21/2023 TIME: 14:59:26 ID: GL480000

CITY OF STURGEON BAY SUMMARIZED REVENUE & EXPENSE REPORT

PAGE: F-YR:

FOR FUND: GENERAL FUND FOR 11 PERIODS ENDING NOVEMBER 30,

| DEPARTMENT DESCRIPTION | NOVEMBER BUDGET | NOVEMBER ACTUAL | % VARI- ANCE | FISCAL YEAR-TO-DATE BUDGET | ANNUAL BUDGET | FISCAL YEAR-TO-DATE ACTUAL | % VARI- ANCE |
|------------------------------------|------------------------|---------------------------|----------------------|----------------------------------|------------------|----------------------------------|--------------------|
| REVENUES GENERAL FUND | 14,873,810.00 | 838,607.74 | (94.3) | 14,873,810.00 | 14,873,810.00 | 12,211,865.89 | (17.8) |
| TOTAL REVENUES | 14,873,810.00 | 838,607.74 | (94.3) | 14,873,810.00 | 14,873,810.00 | 12,211,865.89 | (17.8) |
| EXPENSES | | | | | | | |
| GENERAL FUND | 1,125,772.53 | 618.77 | 99.9 | 7. | 99 | 8,66 | Ψ |
| MAYOR | 16,675.00 | 1,022.68 | 93.8 | 16,675.00 | 6,675 | 1,249 | 32.5 |
| CITY COUNCIL | 66,830.00 | 5,000.16 | 92.5 | ·~ | 0 | 8,866 | 11.9 |
| LAW/LEGAL | 90,000.00 | 8,849.91 | • | 90,000.00 | ,06 | 90,7 | (0.8) |
| CITY CLERK-TREASURER | 527,455.00 | 36,675.23 | 93.0 | · . | 527,455.00 | 471,518.77 | 10.6 |
| ADMINISTRATION | 214,220.00 | 17,544.86 | 91.8 | | 214,220.00 | 198,679.10 | 7.2 |
| COMPUTER | 201,450.00 | 9,9/1.59 | 95.0 | 1,450 | 201,450.00 | | (0.7) |
| CITY ASSESSOR | 81,416.67 | 4,916.67 | , 90 , 90 , 90 | 81,583,33 | 81,600.00 | 59,984.8/ | 26.4 |
| BURITUTING / FONTING CODE ENFORCEM | 113.580.00 | 10.598.76 | 90.0 | 113.580.00 | 113.580.00 | 120,168,93 | (5.8) |
| 1 | 269,175.00 | 19,960.83 | 92.5 | 269,175.00 | 9 | 227, 935.27 | 15.3 |
| PUBLIC WORKS ADMINISTRATION | 249,720.00 | 19,668.53 | 92.1 | • | 49, | 229,652.50 | 8.0 |
| ELECTIONS DEPARTMENT | 16,840.00 | 2,349.07 | 86.0 | - | 16,840.00 | 16,362.80 | 2.8 |
| CITY HALL | 215,400.00 | 22,379.43 | 89.6 | • | 215,400.00 | 92,791 | 10.4 |
| CHNEDAL HYDENDITHIDES | 1 918 140.00 | 15,706,16 | 9 49 6- | 1 918 140 00 | 1.918.140.00 | 401,202.00 | 79.0 |
| POLICE DEPARTMENT | 657,430.00 | 49,689.24 | 92.4 | 657,430.00 | 657,430.00 | 64,8 | 14.0 |
| | 17,385.00 | 0.00 | 100.0 | • | 17, | 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 | 175,275.91 | 92.5 | , 5.9 | 2,368,590.00 | 1,938,714.24 | 18.1 |
| POLICE DEPT. / INVESTIGATIONS | 171,790.00 | 9,293.48 | 94.5 | • | 171,790.00 | 121,053.43 | 29.5 |
| FIRE DEPARTMENT | 2,215,760.00 | 170,259.21 | 92.3 | • | 2,215,760.00 | 2,020,206.82 | , , , , |
| SEWERS | 36,470.00 | 144.76 | 99.6 | 36,470.00 | , 0 | 16, /83.18 | 54.9 |
| | 56,330.00 | 21,065.72 | 6×.6 | u | 56,330.00 | 0.00 | 5 L . ⊢ |
| COMPOSI/SOLID WASIE SILE | 44 280 00 | 2 992 30 | 90.0 | 44 280 00 | 44.280.00 | 49_351_69 | (11.4) |
| WEED ABATEMENT | 2,935.00 | 0.00 | 100.0 | 2,9 | 2,5 | | 67.5 |
| ROADWAYS/STREETS | 290,415.00 | 13,806.70 | 95.2 | \sim | 290,415.00 | | 6.6 |
| SNOW REMOVAL | 232,565.00 | 5,309.87 | 97.7 | 'n | 232,565.00 | 139,648.30 | 39.9 |
| STREET SIGNS AND MARKINGS | 32,400.00 | 2,313.89 | 92.8 | 2 | 32,400.00 | 27,776.76 | 14.2 |
| CURB/GUTTER/SIDEWALK | 37,505.00 | 6,664.67 | 82.2 | , , | 37,505.00 | 37,462.49 | 0.1 |
| OFFICE MACHINERS | 00 000 00 00 100 00 | 7 051 00 | 90. 90. | J <u>+</u> | 000 000 | 10 050 17 | 7001 |
| CITY GARAGE | 30 950 00 80,800-00 | / , yu + , u o | 90. 0.0 | 40 950 00 | 40 950 00 | 48,500.4/ | 1 x c |
| HIGHWAYS - GENERAL | 511.690.00 | 50,390.34 | 90.1 | | 511,690.00 | 73.4 | 18.4 |
| PARK & RECREATION ADMIN | 119,880.00 | 7,266.58 | 93.9 | • | 119,880.00 | 916.7 | 21.6 |
| | 570,575.00 | 44,198.19 | 92.2 | 0, | 570,575.00 | 5 | 23.6 |
| BALLFIELDS | 21,275.00 | 892.14 | 95.8 | 21,275.00 | 21,275.00 | 10,629.36 | 50.0 |
| | | | | | | | |

DATE: 12/21/2023 TIME: 14:59:27 ID: GL480000

CITY OF STURGEON BAY SUMMARIZED REVENUE & EXPENSE REPORT

PAGE: 2 F-YR: 23

FOR FUND: GENERAL FUND
FOR 11 PERIODS ENDING NOVEMBER 30, 2023

| DEPARTMENT DESCRIPTION | NOVEMBER BUDGET | NOVEMBER ACTUAL | VARI- | FISCAL YEAR-TO-DATE BUDGET | ANNUAL BUDGET | FISCAL YEAR-TO-DATE ACTUAL | % VARI- ANCE |
|------------------------------|--------------------|--------------------|-------------|----------------------------------|------------------|----------------------------------|--------------------|
| EXPENSES | | 071 33 | р л ა | 10 005 00 | 10 мол | 7 018 81 | 7 2 |
| ICE RINKS | 18,605.00 | 871.32 | 100 o | 18,605.00 | 18,605.00 | 7,918.81 | 57.4 73.4 |
| MINITOIDAT DOOKS | 47 780 00 | л элв os | 100.0 | 47 780 00 | 47.780 00 | 34.792.29 | 27.1 |
| WATER WEED MANAGEMENT | 154,405.00 | 1,320.26 | 99.1 | 154,405.00 | 154,405.00 | 152,584.18 | <u>⊢</u> |
| WATERFRONT PARKS & WALKWAYS | 88,930.00 | 5,453.02 | 93.8 | 88,930.00 | 88,930.00 | 70,210.88 | 21.0 |
| EMPLOYEE BENEFITS | 46,520.00 | 1,871.90 | 95.9 | 46,520.00 | 46,520.00 | 29,145.04 | 37.3 |
| PUBLIC FACILITIES | 59,400.00 | 12,915.54 | 78.2 | 59,400.00 | 59,400.00 | 47,352.64 | 20.2 |
| 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 | 32,722.09 | 92.7 | 448,880.00 | 448,880.00 | 379,927.05 | 15.3 |
| TOTAL EXPENSES | 14,036,739.20 | 829,880.32 | 94.0 | 14,609,530.80 | 14,666,810.00 | 11,554,898.23 | 21.2 |
| TOTAL FUND REVENUES | 14,873,810.00 | 838,607.74 | (94.3) | 14,873,810.00 | 14,873,810.00 | | (17.8) |
| TOTAL FUND EXPENSES | 14,036,739.20 | 829,880.32 | 94.0 | 14,609,530.80 | 14,666,810.00 | 11,554,898.23 | 21.2 |
| SURPLUS (DEFICIT) | 837,070.80 | 8,727.42 | (98.9) | 264,279.20 | 207,000.00 | | 217.3 |
| | | | | | | | |

CITY OF STURGEON BAY SUMMARIZED REVENUE & EXPENSE REPORT

PAGE: 3 F-YR: 23

FOR FUND: CAPITAL FUND FOR 11 PERIODS ENDING NOVEMBER 30, 2023

| NOVEMBER BUDGET | NOVEMBER ACTUAL | % VARI- ANCE | FISCAL YEAR-TO-DATE BUDGET | ANNUAL BUDGET | FISCAL YEAR-TO-DATE ACTUAL | % VARI- ANCE |
|---------------------------|---|--|---|---|--|---|
| 4,297,483.00 | 27,126.15 | (99.3) | 4,297,483.00 | 4,297,483.00 | 3,661,290.75 | (14.8) |
| 4,297,483.00 | 27,126.15 | (99.3) | 4,297,483.00 | 4,297,483.00 | 3,661,290.75 | (14.8) |
| | | • | | 0.00 | | 0.0 |
| 0.00 | 0.00 | 0.0 | 0.00 | 0.00 | .00 | 0.0 |
| 37,000.00 | 0.00 | 100.0 | 37,000.00 | 37,000.00 | 93 | 6.6 |
| 10,000.00 | 0.00 | 100.0 | 10,000.00 | 10,000.00 | | 100.0 |
| 0.00 | (1,538.21) | 100.0 | 0.00 | 0.00 | | 100.0 |
| | 0.00 | 0.0 | 0.00 | 0.00 | 0.00 | 0.0 |
| 110,000.00 | N | 40.4 90.4 | 174 350 00 | 174 350 00 | 58,5U3.26 | (44.0) |
| 0.00 | 0.00 | 0.0 | 0.00 | 0.00 | 0.00 | 0.0 |
| 4,043.34 | 0.00 | 100.0 | 44,476.66 | 48,520.00 | | (3.5) |
| 305,105.00 | 9,867.96 | 96.7 | 305,105.00 | 305,105.00 | | 2.1 |
| 0.00 | 0.00 | 0.0 | 0.00 | 0.00 | | 0.0 |
| 21 | 10,225.00 | 98.3 | 611,210.00 | 611,210.00 | | 42.7 |
| 0 | 0.00 | 100.0 | 150,000.00 | 150,000.00 | | 98.2 |
| 0.00 | 0.00 | 0.0 | 0.00 | 0.00 | | 0.0 |
| 0.00 | | 0.0 | 0.00 | 0.00 | 0.00 | 0.0 |
| 1,893,698.00 | | 90.0 | 1,893,698.00 | 1,893,698.00 | 32,397.26 | 50.7 |
| 0.00 | , , , , , , , | 300.0 | 0.00 | | | 100.0 |
| л О | 25 745 46 | 42 7 | 45 000 00 0,00 | 45,000,00 | | >5 5 5 1 |
| 75. | 16,050.00 | 94.1 | 275,000.00 | 275,000.00 | | 36.1 |
| | 0.00 | 0.0 | 0.00 | 0.00 | | 0.0 |
| 0.00 | 0.00 | 0.0 | 0.00 | 0.00 | | 0.0 |
| 0.00 | 0.00 | 0.0 | 0.00 | 0.00 | | 0.0 |
| 130,000.00 | 0.00 | 100.0 | 130,000.00 | 130,000.00 | | 75.4 |
| 505,500.00 | 0.00 | 100.0 | 505,500.00 | 505,500.00 | 215.45 | 70.6 |
| 10,000.00 | 0.00 | 100.0 | 10,000.00 | 10,000.00 | , 00 N | 41.7 |
| 0.00 | 0.00 | 0.0 | 0.00 | 0.00 | | 0.0 |
| 0.00 | 0.00 | 0.0 | 0.00 | 0.00 | 0, | 100.0 |
| 0.00 | 0.00 | 0.0 | 0.00 | 0.00 | 0.00 | 0.0 |
| 4,260,806.34 | 333,535.67 | 92.1 | | 4,305,283.00 | 2,905,769.07 | 32.5 |
| 297, | 27,126.15 | (99.3) | 4,297,483.00 | 4,297,483.00 | 3,661,290.75 | (14.8) |
| 4,260,806.34 36,676.66 | 333,535.67 (306,409.52) | 92.1 (935.4) | 4,301,239.66 (3,756.66) | 4,305,283.00 (7,800.00) | 769.07 521.68 | 32.5 (9786.1) |
| | , 297 130 505 130 174 45 130 174 150 174 174 174 175 175 175 175 175 175 175 175 | NOVEMBER BUDGET .297,483.00 27 ,297,483.00 27 ,297,483.00 (1 10,000.00 (1 110,000.00 18 174,250.00 18 4,043.34 9 611,210.00 10 150,000.00 18 ,893,698.00 188 893,698.00 188 893,698.00 188 0.00 0.00 150,000.00 18 45,000.00 18 275,000.00 10 10 10,000.00 10 11 2505,500.00 10 10,00 | NOVEMBER NOVEMBER VAP BUDGET ACTUAL ANC 27,126.15 (99. 297,483.00 27,126.15 (99. 0.00 0.00 0.00 0.00 0.00 0.00 100. 10,000.00 (1,538.1) 100. 110,000.00 65,455.81 40. 114,550.00 165,455.81 40. 114,550.00 100 100. 20.00 110,225.00 98. 150,000.00 10,225.00 90. 150,000.00 188,030.72 90. 0.00 0.00 188,030.72 90. 150,000.00 188,030.72 90. 0.00 0.00 188,030.72 90. 150,000.00 150,745.46 42. 275,000.00 16,050.00 0.00 100. 505,500.00 0.00 0.00 0.00 100. 10,000 0.00 0.00 0.00 0.00 0.00 100. 505,500.00 0.00 0.00 0.00 0.00 0.00 0.00 | NOVEMBER NOVEMBER VARI- BUDGET ACTUAL ANCE BUDGET ACTUAL ANCE O.O. 27,126.15 (99.3) 4,297 ,297,483.00 27,126.15 (99.3) 4,297 ,297,483.00 27,126.15 (99.3) 4,297 ,297,483.00 27,126.15 (99.3) 4,297 ,297,483.00 27,126.15 (99.3) 4,297 ,297,483.00 27,126.15 (99.3) 4,297 ,297,483.00 27,126.15 (99.3) 4,297 ,297,483.00 27,126.15 (99.3) 4,297 ,260,806.34 333,535.67 92.1 4,301 ,260,806.34 333,535.67 92.1 4,301 ,260,806.34 333,535.67 92.1 4,301 | NOVEMBER NOTEMBER VARI YEAR TOOLITE BUDGET ACTUAL ANCE BUDGET BUDGET ACTUAL ANCE BUDGET BUDGET ACTUAL ANCE BUDGET 0.00 27,126.15 (99.3) 4,297,483.00 4,297,4 ,297,483.00 27,126.15 (99.3) 4,297,483.00 4,297,4 ,297,483.00 27,126.15 (99.3) 4,297,483.00 4,297,4 ,297,483.00 27,126.15 (99.3) 4,297,483.00 4,297,4 ,297,483.00 27,126.15 (99.3) 4,297,483.00 4,297,4 ,297,483.00 10.00 10.00 10.00 10.00 10.00 10.00 110,000.00 65,455.81 40.4 110,000.00 110,0 110,000.00 65,455.81 40.4 110,000.00 110,0 110,000.00 65,455.81 40.4 110,000.00 110,0 110,000.00 65,455.81 40.4 41,755.00 110,0 110,000.00 18,485.60 89.3 174,250.00 110,0 110,000.00 18,485.60 89.3 174,250.00 110,0 110,000.00 10,000 0.00 0.00 0.00 0.00 174,2 150,000.00 10,225.00 98.3 174,250.00 0.00 174,2 150,000.00 10,225.00 98.3 61,210.00 0.00 174,2 275,000.00 188,030.72 99.0 1,893,698.00 1,8 | NOVERMENT NOVERMENT ACTUAL ANCE YEAR TO - DATE BUDGET ACTUAL ANCE BUDGET BUDGET HUNCET ACTUAL ANCE BUDGET BUDGET HUNCET HUNCETH HUNCET HUNCET HUNCET HUNCET HUNCET HUNCET HUNCET HUNCET HUNCET |

CITY OF STURGEON BAY SUMMARIZED REVENUE & EXPENSE REPORT

PAGE: 4 F-YR: 23

FOR FUND: ARPA -AMERICAN RESCUE PLAN ACT FOR 11 PERIODS ENDING NOVEMBER 30, 2023

| DEPARTMENT DESCRIPTION | NOVEMBER BUDGET | NOVEMBER ACTUAL | % VARI- ANCE | FISCAL YEAR-TO-DATE BUDGET | ANNUAL BUDGET | FISCAL YEAR-TO-DATE ACTUAL | % VARI- ANCE |
|----------------------------|--------------------|--------------------|--------------------|----------------------------------|-----------------------------------|----------------------------------|--------------------|
| REVENUES ARPA / GENERAL | 66.67 | 50.48 | (24.2) | 733.33 | 800.00 | 2,135.33 | 166.9 |
| TOTAL REVENUES | 66.67 | 50.48 | (24.2) | 733.33 | 800.00 | 2,135.33 | 166.9 |
| EXPENSES ARPA / GENERAL | 78,064.75 | 14,500.00 | 81.4 | 858,712.25 | 936,777.00 | 553,000.00 | 40.9 |
| TOTAL EXPENSES | 78,064.75 | 14,500.00 | 81.4 | 858,712.25 | 936,777.00 | 553,000.00 | 40.9 |
| TOTAL FUND REVENUES | 66.67 78.064.75 | 50.48 14.500.00 | (24.2) | 733.33 858.712.25 | 800.00 936.777 ₋ 00 | 2,135.33 553.000.00 | 166.9 |
| SURPLUS (DEFICIT) | (77,998.08) | (14,449.52) | (81.4) | (857, 978.92) | (935, 977.00) | (550,864.67) | (41.1) |

CITY OF STURGEON BAY SUMMARIZED REVENUE & EXPENSE REPORT

PAGE: 5 F-YR: 23

FOR FUND: CABLE TV FOR 11 PERIODS ENDING NOVEMBER 30, 2023

| DEPARTMENT DESCRIPTION | NOVEMBER BUDGET | NOVEMBER ACTUAL | % VARI- ANCE | FISCAL YEAR-TO-DATE BUDGET | ANNUAL BUDGET | FISCAL YEAR-TO-DATE ACTUAL | % VARI- ANCE |
|---|---|------------------------------------|---------------------------|---|---|--|--------------------------|
| REVENUES CABLE TV / GENERAL | 132,527.09 | 30,831.59 | (76.7) | 157,797.91 | 160,325.00 | 159,320.84 | (0.6) |
| TOTAL REVENUES | 132,527.09 | 30,831.59 | (76.7) | 157,797.91 | 160,325.00 | 159,320.84 | (0.6) |
| EXPENSES CABLE TV / GENERAL | 175,025.00 | 5,734.11 | 96.7 | 175,025.00 | 175,025.00 | 76,532.78 | 56.2 |
| TOTAL EXPENSES | 175,025.00 | 5,734.11 | 96.7 | 175,025.00 | 175,025.00 | 76,532.78 | 56.2 |
| TOTAL FUND REVENUES TOTAL FUND EXPENSES SURPLUS (DEFICIT) | 132,527.09 175,025.00 (42,497.91) | 30,831.59 5,734.11 25,097.48 | (76.7) 96.7 (159.0) | 157,797.91 175,025.00 (17,227.09) | 160,325.00 175,025.00 (14,700.00) | 159,320.84 76,532.78 82,788.06 (| (0.6) 56.2 (663.1) |
| | | | | | | | |

CITY OF STURGEON BAY SUMMARIZED REVENUE & EXPENSE REPORT

PAGE: 6 F-YR: 23

FOR FUND: TID #6 DISTRICT FOR 11 PERIODS ENDING NOVEMBER 30, 2023

| DEPARTMENT DESCRIPTION | NOVEMBER BUDGET | NOVEMBER ACTUAL | % VARI- ANCE | FISCAL YEAR-TO-DATE BUDGET | ANNUAL BUDGET | FISCAL YEAR-TO-DATE ACTUAL | % VARI- ANCE |
|--------------------------|-------------------------|--------------------|--------------------|----------------------------------|------------------|----------------------------------|---|
| REVENUES TID #6 DISTRICT | 614,180.00 | 1,712.76 | (99.7) | 614,180.00 | 614,180.00 | 778,224.90 | 26.7 |
| TOTAL REVENUES | 614,180.00 | 1,712.76 | (99.7) | 614,180.00 | 614,180.00 | 778,224.90 | 26.7 |
| EXPENSES TID #6 DISTRICT | 545,895.83 | 402.50 | 99.9 | 554,854.17 | 555,750.00 | 308,626.52 | 44.4 |
| TOTAL EXPENSES | 545,895.83 | 402.50 | 99.9 | 554,854.17 | 555,750.00 | 308,626.52 | 44.4 |
| TOTAL FUND REVENUES | 614,180.00 | 1,712.76 | (99.7) | 614,180.00 | 614, 180.00 | | 26.7 |
| SURPLUS (DEFICIT) | 545,895.83 68,284.17 | 1 210 27 | (98.9 | πο 204. L / | 730 00 730 00 | 469,598,38 | ス な。 な。 な。 な。 な。 な。 な。 な。 な。 な。 な。 な。 な。 |

CITY OF STURGEON BAY SUMMARIZED REVENUE & EXPENSE REPORT

PAGE: 7 F-YR: 23

FOR FUND: TID #7 DISTRICT FOR 11 PERIODS ENDING NOVEMBER 30, 2023

| DEPARTMENT DESCRIPTION | NOVEMBER BUDGET | NOVEMBER 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 | 550,083.34 | 551,750.00 | 677.00 | 99.8 |
| TOTAL EXPENSES | 533,416.66 | 0.00 | 100.0 | 550,083.34 | 551,750.00 | 677.00 | 99.8 |
| TOTAL FUND REVENUES TOTAL FUND EXPENSES | 561,750.00 533,416.66 | 0.00 | 100.0 | 561,750.00 550,083.34 | 561,750.00 551,750.00 | 0.00 | 100.0 |
| SURPLUS (DEFICIT) | 28,333.34 | 0.00 | 100.0 | 11,666.66 | 10,000.00 | (677.00) | (106.7) |

CITY OF STURGEON BAY SUMMARIZED REVENUE & EXPENSE REPORT

PAGE: 8 F-YR: 23

FOR FUND: TID #8 DISTRICT
FOR 11 PERIODS ENDING NOVEMBER 30, 2023

| | | | ٥١ | ELOCAL | | サトなくなど | d |
|------------------------|----------|----------------------|-------|--------------|--------|---------------------------|-------|
| | NOVEMBER | NOVEMBER | VARI- | YEAR-TO-DATE | ANNUAL | YEAR-TO-DATE | VARI- |
| DEPARTMENT DESCRIPTION | BUDGET | ACTUAL | ANCE | | BUDGET | BUDGET ACTUAL ANCE | ANCE |
| EXPENSES | | | | | | | |
| DISTRICT | 0.00 | 13,387.10 100.0 | 100.0 | | 0.00 | 24,038.60 100.0 | 100.0 |
| TOTAL EXPENSES | 0.00 | 0.00 13,387.10 100.0 | 100.0 | | 0.00 | 0.00 0.00 24,038.60 100.0 | 100.0 |

CITY OF STURGEON BAY SUMMARIZED REVENUE & EXPENSE REPORT

PAGE: 9 F-YR: 23

FOR FUND: TID #2 DISTRICT FOR 11 PERIODS ENDING NOVEMBER 30, 2023

| DEPARTMENT DESCRIPTION | NOVEMBER BUDGET | NOVEMBER 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 | 17,942.07 | (98.7) | 1,447,876.00 | 1,447,876.00 | 1,653,427.02 | 14.1 |
| TOTAL REVENUES | 1,447,876.00 | 17,942.07 | (98.7) | 1,447,876.00 | 1,447,876.00 | 1,653,427.02 | 14.1 |
| EXPENSES TID DISTRICT #2 | 1,455,578.92 | 1,610.77 | 99.8 | 1,456,158.08 | 1,456,216.00 | 1,390,293.77 | 4.5 |
| TOTAL EXPENSES | 1,455,578.92 | 1,610.77 | 99.8 | 1,456,158.08 | 1,456,216.00 | 1,390,293.77 | 4.5 |
| TOTAL FUND REVENUES TOTAL FUND EXPENSES SURPLUS (DEFICIT) | 1,447,876.00 1,455,578.92 (7,702.92) | 17,942.07 1,610.77 16,331.30 | (98.7) 99.8 (312.0) | 1,447,876.00 1,456,158.08 (8,282.08) | 1,447,876.00 1,456,216.00 (8,340.00) | 1,653,427.02 1,390,293.77 263,133.25 (| 14.1 4.5 (3255.0) |
| | | | | | | | |

CITY OF STURGEON BAY SUMMARIZED REVENUE & EXPENSE REPORT

PAGE: 10 F-YR: 23

FOR FUND: AFFORDABLE HOUSING TID FOR 11 PERIODS ENDING NOVEMBER 30, 2023

| DEPARTMENT DESCRIPTION | NOVEMBER BUDGET | NOVEMBER ACTUAL | VARI- ANCE | FISCAL YEAR-TO-DATE BUDGET | ANNUAL BUDGET | FISCAL YEAR-TO-DATE ACTUAL | % VARI- ANCE |
|---|----------------------------------|------------------------------|--------------------------|----------------------------------|----------------------------------|----------------------------------|-----------------------|
| REVENUES TID #1 DISTRICT | 857,511.00 | 3,962.61 | (99.5) | 857,511.00 | 857,511.00 | 898,191.86 | 4.7 |
| TOTAL REVENUES | 857,511.00 | 3,962.61 | (99.5) | 857,511.00 | 857,511.00 | 898,191.86 | 4.7 |
| 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 TOTAL FUND EXPENSES SURPLUS (DEFICIT) | 857,511.00 857,511.00 0.00 | 3,962.61 0.00 3,962.61 | (99.5) 100.0 100.0 | 857,511.00 857,511.00 0.00 | 857,511.00 857,511.00 0.00 | 898,191.86 0.00 898,191.86 | 4.7 100.0 100.0 |
| SURPLUS (DEFICIT) | 0.00 | 3,962.61 | 100.0 | 0.00 | 0.00 | 898,191.86 | 100.0 |

CITY OF STURGEON BAY SUMMARIZED REVENUE & EXPENSE REPORT

PAGE: 11 F-YR: 23

FOR FUND: TID #3 DISTRICT
FOR 11 PERIODS ENDING NOVEMBER 30, 2023

| DEPARTMENT DESCRIPTION | NOVEMBER BUDGET | NOVEMBER ACTUAL | % VARI- ANCE | FISCAL YEAR-TO-DATE BUDGET | ANNUAL BUDGET | FISCAL YEAR-TO-DATE ACTUAL | % VARI- ANCE |
|---|--|------------------------------|----------------------------|--|--|--------------------------------------|-----------------------|
| REVENUES TID #3 DISTRICT | 82,884.00 | 3,341.33 | (95.9) | 82,884.00 | 82,884.00 | 111,800.87 | 34.8 |
| TOTAL REVENUES | 82,884.00 | 3,341.33 | (95.9) | 82,884.00 | 82,884.00 | 111,800.87 | 34.8 |
| 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 TOTAL FUND EXPENSES SURPLUS (DEFICIT) | 82,884.00 117,584.00 (34,700.00) | 3,341.33 0.00 3,341.33 | (95.9) 100.0 (109.6) | 82,884.00 117,584.00 (34,700.00) | 82,884.00 117,584.00 (34,700.00) | 111,800.87 112,135.00 (334.13) | 34.8 4.6 (99.0) |
| | | | | | | | |

CITY OF STURGEON BAY SUMMARIZED REVENUE & EXPENSE REPORT

PAGE: 12 F-YR: 23

FOR FUND: TID #4 DISTRICT
FOR 11 PERIODS ENDING NOVEMBER 30, 2023

| DEPARTMENT DESCRIPTION | NOVEMBER BUDGET 420,592.00 420,592.00 | NOVEMBER ACTUAL 7,493.27 7,493.27 | VARI - ANCE | YEAR-TO-DATE BUDGET 593,092.00 593,092.00 | ANNUAL BUDGET 610,342.00 | FISCAL YEAR-TO-DATE ACTUAL 746,949.49 | % VARI- ANCE 22.3 |
|--|--|--|--------------------|---|--------------------------------|---------------------------------------|----------------------|
| REVENUES TID #4 DISTRICT | 420,592.00 | 7,493.27 | (98.2) | 593,092.00 | 610,342.00 | 746,949.49 | 22.3 |
| TOTAL REVENUES | 420,592.00 | 7,493.27 | (98.2) | 593,092.00 | 610,342.00 | 746,949.49 | 22. |
| EXPENSES TID #4 DISTRICT TID #4 DISTRICT | 0.00 1,098,484.60 | 0.00 564.54 | 0.0 | 0.00 1,151,880.40 | 0.00 1,157,220.00 | 0.00 | 0.0 |
| TOTAL EXPENSES | 1,098,484.60 | 564.54 | 99.9 | 1,151,880.40 | 1,157,220.00 | 519,325.99 | 55 I |
| TOTAL FUND REVENUES | 420,592.00 1,098,484.60 | 7,493.27 564.54 | (98.2) 99.9 | 593,092.00 1,151,880.40 | 610,342.00 1,157,220.00 | 746,949.49 519,325.99 | 22.3 55.1 |
| SURPLUS (DEFICIT) | (677,892.60) | | (101.0) | | (546,878.00) | | (141.6) |

CITY OF STURGEON BAY SUMMARIZED REVENUE & EXPENSE REPORT

PAGE: 13 F-YR: 23

FOR FUND: TID #5 DISTRICT
FOR 11 PERIODS ENDING NOVEMBER 30, 2023

| DEPARTMENT DESCRIPTION | NOVEMBER BUDGET | NOVEMBER ACTUAL | % VARI- ANCE | FISCAL YEAR-TO-DATE BUDGET | ANNUAL BUDGET | FISCAL YEAR-TO-DATE ACTUAL | VARI- ANCE |
|---|--------------------------|--------------------|--------------------|----------------------------------|--------------------------|----------------------------------|----------------|
| REVENUES TID #5 DISTRICT | 850,408.00 | 43.97 | (99.9) | 850,408.00 | 850,408.00 | 9,966.80 | (98.8) |
| TOTAL REVENUES | 850,408.00 | 43.97 | (99.9) | 850,408.00 | 850,408.00 | 9,966.80 | (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 TOTAL FUND EXPENSES | 850,408.00 765,446.00 | 43.97 0.00 | (99.9) 100.0 | 850,408.00 765,446.00 | 850,408.00 765,446.00 | 9,966.80 71,790.00 | (98.8) 90.6 |
| SURPLUS (DEFICIT) | 84,962.00 | 43.97 | (99.9) | 84,962.00 | 84,962.00 | (61,823.20) | (172.7) |

CITY OF STURGEON BAY SUMMARIZED REVENUE & EXPENSE REPORT

PAGE: 14 F-YR: 23

FOR FUND: REVOLVING LOAN FUND (STATE)
FOR 11 PERIODS ENDING NOVEMBER 30, 2023

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

CITY OF STURGEON BAY SUMMARIZED REVENUE & EXPENSE REPORT

PAGE: 15 F-YR: 23

FOR FUND: TID #9 DISTRICT
FOR 11 PERIODS ENDING NOVEMBER 30, 2023

| DEPARTMENT DESCRIPTION | NOVEMBER BUDGET | NOVEMBER ACTUAL | % VARI- ANCE | FISCAL YEAR-TO-DATE BUDGET | ANNUAL | FISCAL YEAR-TO-DATE ACTUAL | VARI- 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 | | 0.0 |
| EXPENSES TID #9 DISTRICT | 0.00 | 7,000.00 | 100.0 | 0.00 | 0.00 | 7,000.00 | 100.0 |
| TOTAL EXPENSES | 0.00 | 7,000.00 | 100.0 | 0.00 | 0.00 | 7,000.00 | 100.0 |
| TOTAL FUND REVENUES TOTAL FUND EXPENSES SURPLUS (DEFICIT) | 0.00 | 0.00 7,000.00 (7,000.00) | 0.0 100.0 100.0 | 0.00 0.00 0.00 | 0 0 0 0 0 0 0 0 0 | 0.00 7,000.00 (7,000.00) | 0.0 |
| | | | | | | | |

CITY OF STURGEON BAY SUMMARIZED REVENUE & EXPENSE REPORT

PAGE: 16 F-YR: 23

FOR FUND: TID #10 DISTRICT
FOR 11 PERIODS ENDING NOVEMBER 30, 2023

| DEPARTMENT DESCRIPTION | NOVEMBER BUDGET | NOVEMBER ACTUAL | VARI- ANCE | FISCAL YEAR-TO-DATE BUDGET | ANNUAL BUDGET | FISCAL YEAR-TO-DATE ACTUAL | % 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 | 269.51 | 100.0 | 0.00 | 0.00 | 18,219.51 | 100.0 |
| TOTAL EXPENSES | 0.00 | 269.51 | 100.0 | 0.00 | 0.00 | 18,219.51 | 100.0 |
| TOTAL FUND REVENUES | 0.00 | | 0.0 | 0.00 | 0.00 | | 0.0 |
| TOTAL FUND EXPENSES SURPLUS (DEFICIT) | 0.00 | 269.51 (269.51) | 100.0 | 0.00 | 0.00 | 18,219.51 (18,219.51) | 100.0 |

CITY OF STURGEON BAY SUMMARIZED REVENUE & EXPENSE REPORT

17 23

PAGE: F-YR:

FOR FUND: SOLID WASTE ENTERPRISE FOR 11 PERIODS ENDING NOVEMBER 30, 2023

| DEPARTMENT DESCRIPTION | NOVEMBER BUDGET | NOVEMBER ACTUAL | VARI- | FISCAL YEAR-TO-DATE BUDGET | ANNUAL BUDGET | FISCAL YEAR-TO-DATE ACTUAL | % VARI- ANCE |
|---|---|------------------------------------|---------------------------|---|---|---------------------------------------|--------------------------|
| REVENUES SOLID WASTE ENTERPRISE FUND | 615,276.25 | 50,533.25 | (91.7) | 623,088.75 | 623,870.00 | 572,240.23 | (8.2) |
| TOTAL REVENUES | 615,276.25 | 50,533.25 | (91.7) | 623,088.75 | 623,870.00 | 572,240.23 | (8.2) |
| EXPENSES SOLID WASTE ENTERPRISE FUND | 631,342.95 | 45,255.86 | 92.8 | 688,872.05 | 694,625.00 | 477,774.88 | 31.2 |
| TOTAL EXPENSES | 631,342.95 | 45,255.86 | 92.8 | 688,872.05 | 694,625.00 | 477,774.88 | 31.2 |
| TOTAL FUND REVENUES TOTAL FUND EXPENSES SURPLUS (DEFICIT) | 615,276.25 631,342.95 (16,066.70) | 50,533.25 45,255.86 5,277.39 | (91.7) 92.8 (132.8) | 623,088.75 688,872.05 (65,783.30) | 623,870.00 694,625.00 (70,755.00) | 572,240.23 477,774.88 94,465.35 | (8.2) 31.2 (233.5) |

CITY OF STURGEON BAY SUMMARIZED REVENUE & EXPENSE REPORT

PAGE: 18 F-YR: 23

FOR FUND: COMPOST SITE ENTERPRISE FUND FOR 11 PERIODS ENDING NOVEMBER 30, 2023

| TOTAL FUND REVENUES 22,456.68 12 TOTAL FUND EXPENSES 8,670.47 7 SURPLUS (DEFICIT) 13,786.21 5 | TOTAL EXPENSES 8,670.47 7 | 7 | TOTAL REVENUES 22,456.68 12 | REVENUES COMPOST SITE ENTERPRISE FUND 22,456.68 12 | DEPARTMENT DESCRIPTION BUDGET |
|---|---------------------------|------------|-----------------------------|--|----------------------------------|
| 12,783.53 7,745.78 5,037.75 | 7,745.78 | 7,745.78 | 12,783.53 | 12,783.53 | NOVEMBER ACTUAL |
| (43.0) 10.6 (63.4) | 10.6 | 10.6 | (43.0) | (43.0) | % VARI- ANCE |
| 147,023.32 95,374.53 51,648.79 | 95,374.53 | 95,374.53 | 147,023.32 | 147,023.32 | FISCAL YEAR-TO-DATE BUDGET |
| 159,480.00 104,045.00 55,435.00 | 104,045.00 | 104,045.00 | 159,480.00 | 159,480.00 | ANNUAL BUDGET |
| 147,210.64 67,024.96 80,185.68 | 67,024.96 | 67,024.96 | 147,210.64 | 147,210.64 | FISCAL YEAR-TO-DATE ACTUAL |
| (7.6) 35.5 44.6 | 35.5 | 35.5 | (7.6) | (7.6) | % VARI- ANCE |

CITY OF STURGEON BAY SUMMARIZED REVENUE & EXPENSE REPORT

PAGE: 19 F-YR: 23

MUNICIPAL REPORT TOTALS FOR 11 PERIODS ENDING NOVEMBER 30, 2023

| TOTAL MUNICIPAL REVENUES TOTAL MUNICIPAL EXPENSES SURPLUS (DEFICIT) | DEPARTMENT DESCRIPTION |
|---|----------------------------------|
| 24,776,820.69 24,564,565.72 212,254.97 | NOVEMBER BUDGET |
| 994,428.75 1,259,886.16 (265,457.41) | NOVEMBER ACTUAL |
| (95.9) 94.8 (225.0) | % VARI- ANCE |
| 25,107,637.31 26,182,271.28 (1,074,633.97) | FISCAL YEAR-TO-DATE BUDGET |
| 25,140,719.00 26,344,042.00 (1,203,323.00) | ANNUAL BUDGET |
| 20,952,624.62 18,087,106.31 2,865,518.31 | FISCAL YEAR-TO-DATE ACTUAL |
| (16.6) 31.3 (338.1) | AL % DATE VARI- AL ANCE |



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 December, 2023

Date:

January 4, 2024

The following is a summary of the Police Department's activities for the month of December 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 43 crimes.

These crimes can be broken down and classified as follows.

| Theft | 07 |
|--------------------------------|----|
| Fraud / Forgery | 07 |
| Domestic Abuse | |
| Disorderly Conduct | 09 |
| Bail Jumping | |
| Custodial Interference/Dispute | |
| Battery | |
| Threats to Injure | 03 |
| Possess Controlled Substance | 01 |
| Criminal Damage to Property | |
| Child Abuse/Neglect | |

TOTAL 43

Arrests

The Department completed a total of 122 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 | 07 |
|-----|---|--------------------------|
| | Threaten Law Enforcement Officer. Vehicle Theft. Fraud/Forgery. | 02 01 |
| В. | Misdemeanor Crime Arrests Disorderly Conduct | . 05 . 01 |
| Wis | consin Probation & Parole Arrests / Warrant Arrests | . 07 TOTAL 07 |
| C. | Ordinance Violation Arrests Disorderly Conduct | .02 .05 .01 .01 |
| D. | Traffic Crime Arrests No Valid Driver's License | .07 |
| E. | Traffic Violation Arrests Speeding | 04 04 01 28 |

In addition to the aforementioned arrests, the Department conducted a total of 273 traffic stops during the month and logged 195 violations for various motor vehicle defects and local ordinances and issued 172 written warnings for those violations. A total of 06 parking tickets were issued for violations throughout the city.

Traffic Accidents

The Department during the month investigated a total of 17 vehicle accidents. These accidents are categorized into four types.

Police Service Calls

committed.

Department members handled 700 service calls during the month. These calls consist of both citizen requests for police service as described below (633), crimes investigated (43), traffic accidents investigated (17), and Wisconsin Probation and Parole Assists (07).

- A. Traffic and Road Incidents......143 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. These complaints involve private parties, licensed liquor establishments, and parties in public places. C. Sick and Injured Persons......16 Assistance rendered to the Ambulance Service and sick or injured persons. 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......15 Investigations by officers of noisy animals, loose animals, animal bites, wild animals and sick, injured or dead animal complaints. F. Civil Disputes......04 Arguments between neighbors, landlords and tenants, and family members where no crimes have been
- G. Escorts.......04

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

| Н. | Citizen Assist46 |
|----|---|
| | 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 Agencies07 |
| | Includes assistance to other law enforcement and government agencies. |
| J. | Suspicious Person / Vehicle / Circumstance24 |
| | 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 Activity29 |
| | 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 |
| | 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 Incidents291 |
| | 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 Checks17 |
| | 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 |

Department Training

The Joint SWAT Team and Dive Team completed their monthly training. training exercises. Two officers received their state firearms instructor credentials to allow them to instruct officers in the proficient use of their firearms, and two officers completed ARIDE (Advanced Roadside Impaired Driving Enforcement) which trains officers to observe, identify and articulate signs of impairment related to drugs, alcohol or a combination of both in order to reduce the number of impaired driving incidents, serious injury, and fatal crashes.

TOTAL 633

Respectfully submitted,

Assistant Chief Daniel J. Brinkman

BEVERAGE OPERATOR LICENSES

1. Waterstreet, Carl R.

CHANGE OF AGENT

Wal-Mart Store #1316, 1536 Egg Harbor Road, Sturgeon Bay, WI 54235 is requesting a change of Agent to Amber Wagner, effective January 10, 2024.

This letter is to certify that the agent complies with the necessary regulations, ordinances, and law.

Clint Henry Chief of Police

City of Sturgeon Bay



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

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

Visit our website at: www.sturgeonbaywi.org

December 27, 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:

Gloria's Authentic Mexican Restaurant LLC 23 West Oak Street Sturgeon Bay, WI 54235 Agent; Nerymar Ramirez January 9, 2024 – 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

John Teichtler, Sanitarian

City of Sturgeon Bay/County of Door

Tim Dietman, Fire Chlef City of Sturgeon Bay To Whom it may Concern,

I, Wendi Carter, hereby conditionally surrender the Class B Liquor & Class B Beer license for Kippis, LLC, located at 23 W Oak Street, Sturgeon Bay, WI to Nerymar Ramirez, Gloria's Authentic Mexican Restaurant, LLC who will be leasing the building at 23 W Oak Street.

In the event this license is not approved by Sturgeon Bay Common Council, I reserve the right to rescind this letter and resume the Class B Liquor & Class B Beer license for the premises.

Wendi Carter

Kippis, LLC

Form AT-106

Original Alcohol Beverage License Application

| FOR CLERKS ONLY | |
|------------------------------------|-----|
| Municipality | |
| City of Sturgeon Boy | (|
| License Period Class 28 1 1 1 - 30 | 206 |
| 01-00-29 10 6-34 | 0 |

| License(s) Requested | | | |
|---|--|--|------------------------|
| ☐ Class "A" Beer \$ | ☐ "Class A" Liquor \$ | License Fees | \$ 300.00 |
| Class "B" Beer \$ _50.00 | ☐ "Class B" Liquor \$ 2.50.00 | Publication Fee | \$ 20.00 |
| ☐ "Class C" Wine \$ | ☐ "Class A" Liquor (Cider Only) \$ | Background Check | \$ |
| Reserve "Class B" Liquor \$ | ☐ "Class B" (Wine Only) Winery \$ | Total Fees | \$ 320.60 |
| | | | . 7 0.0 |
| Part A: Premises/Business Inform | nation | | |
| 1. Legal Business Name (registered entity na | | 1 | |
| Gloria's Author | it's Mexican Restaure | ant LLC | |
| 2 Trade Name or DBA | ^ | • | |
| Gloria's Anthens | ic Mexican Restaura | of UC. | |
| 3 Promises Address | • | | |
| 23 W Oak st 5 | <u></u> | | |
| 4. County | 5. Municipality | 6. Aldermanic District | |
| 100 | | 0,, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | |
| DOW. | Hurgen Bay | | |
| 7. Mailing Address (if different from premises | | | |
| 1135 S. 13th pl | Stuygeon Boy W 513 9. Wisconsin Seller's Permit Number | 135 | |
| 0.1 Em | 9. Wisconsin Seller's Permit Number | -2-0 AU | -/ |
| 93-3961241 | √ | 270.09 | > |
| 10. Premises Phone | 11. Premises Email | | |
| 920-615-4367 | Newmarramirez 91 | a Omail.com | |
| 12. Entity Type (check one) | The state of the s | 0) | |
| | hip 🕍 Limited Liability Company 🔲 C | orporation | profit Organization |
| | building or buildings where alcohol beverages a | • | nd Describe all rooms |
| including living quarters, if used, for | r the sales, service, consumption, and/or storag DNLY on the premises described in this application | e of alcohol beverages | s and records. Alcohol |
| _ | | A 1 | I |
| ROL OLGO | cooler 3 the office. T | Dationty | ture) |
| Α | 100111 | 1 1111 | , |
| walkin (| Obler 3 the Office 7 | In Storas | le. |
| | , , , , , , , , | 214) | ∑~ |
| | | 9 | |
| | | | |
| | | | |
| ! | | | |
| | | | |
| | | | |
| Part B: Questions | | | |
| Have the partners, agent, or sole protein this license period? Submit a copy or the solution of the solut | orietor satisfied the responsible beverage server f Responsible Beverage Server Training Course | training requirement for Certificate | Yes No |
| indirect interest in any alcohol bevera | rtners, officers, directors, managing members, or age wholesaler or producer (e.g., brewer, brewpu | agent hold a direct or b, winery, distillery)? | Yes No |
| If yes, please explain using the space | e below. Attach additional sheets if necessary. | | V |
| | | | |
| | | | |
| | | | |
| | | | |

| Part C: For Corporate/LLC Applicar | nts Only | | | O Data of Davista | ration |
|---|---|---|---|--|--|
| 1. State of Registration | | | | 2. Date of Registr | alion 2023 |
| Wisconsin | 1 | | | 10//6 | |
| Is the applicant business owned by anot parent company below, include parent company's principal members, manager | company men | nbers in Part D. and atta | ch Form A | -103 for all of the p | parent |
| Name of Parent Company | | FEIN of Pare | nt Company | | |
| Does the parent company or any of its of interest in any other alcohol beverage of the space of the spac | wholesaler or | · producer (e.g., brewer, | brewpub, | nold any direct or ir winery, distillery)? | ndirect Yes— No |
| 5. Agent's Last Name | | Agent's First Name | | | Phone |
| Ramirez | | Newmar | | | 96-615-436 |
| Part D: Individual Information | | | | | • |
| A Supplemental Questionnaire, Form AT-103, m any parent company as indicated in Part C. Per or nonprofit organization, all partners of a partner | sons in the app | olicant business include: so | le proprietor | , all officers, directors | n the applicant business and s, and agent of a corporation |
| List the full name, title, and phone number f | for each perso | on below. Attach additior | nal sheets i | f necessary. | |
| Last Name | First Name | | Title | | Phone |
| Ramirez | Neny | γγζιγ | α | Mey | 930-615-48G |
| | | | | | |
| | | | | | |
| | | *** | | | |
| Part E: Attestation | | | | | |
| Who must sign this application? | | | | | |
| • sole proprietor • one general part | ner of a partn | ership • one corpo | orate office | r • one mana | aging member of an LLC |
| READ CAREFULLY BEFORE SIGNING: Un that I am acting solely on behalf of the applic that the rights and responsibilities conferred this business according to the law, including lack of access to any portion of a licensed pre and grounds for revocation of this license. I state law. I further understand that I may be any person who knowingly provides material | cant business a by the license but not limited emises during i understand tha prosecuted for | and not on behalf of any ot (s), if granted, will not be a to, purchasing alcohol bevous inspection will be deemed a at any license issued contra submitting false statemen! | her individuassigned to erages from a refusal to a ery to Wis. See and affida | al or entity seeking the another individual or state authorized who allow inspection. Suctofice the Chapter 125 shavits in connection with allow in sonnection with all or entitle and the connection will all or entitle and the connection and the connection and the connection will be all or entitle and the connection and the | ne license. Furtner, I agree rentity. I agree to operate blesalers. I understand that hefusal is a misdemeanor all be void under penalty of the this application, and that |
| Signature Roman | | Date 1 | 112/202 | 3 | |
| Name (Lab, First, M.I.) Damirez Nemmar | | | | | |
| Title | | Email New Merran | nirez a | 1 @gmaila | Phone (18-4367 |
| Part F: For Clerk Use Only | | | | | , |
| Date application was filed with clerk | Date report | ted to governing body | | Date provisional lice | nse issued (if applicable) |
| Date license granted | License nu | mber | | Date license issued | |
| Signature of Clerk/Deputy Clerk | | | | | |

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

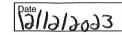
C1312/2

Wisconsin Department of Revenue

Submit to municipal clerk.

| All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official. |
|--|
| To the governing body of: Town Town Village Sturgeon Bay County of Door City City County of Sturgeon Bay County of Door |
| The undersigned duly authorized officer/member/manager of (Registered Name of Corporation / Organization or Limited Liability Company) |
| a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as (Trade Name) |
| located at 33 W. Oak Street SB WI 5435 |
| appoints Reprivez (Name of Appointed Agent) 1135 S. 18th Place Stuvgeon Bay, WF 54235 |
| to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin? |
| (TOWN OF NOSTALITY STATE THE PROPERTY SERVER TRAINING COURSE? Yes No |
| How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? Place of residence last year 135 5 18 th Pl Shuygon Bay WI 51335 |
| Place of residence last year 135 5-18th Pl Sturgeon Bay, Wt 5-1255 For: Gloria's Authentic Mexican Restaurant LCC |
| By: Glorias Authentic Mexican Restaurant LLC (Name of Corporation / Organization / Limited Liability Company) (Signature of Officer / Member / Manager) |
| Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000. |
| ACCEPTANCE BY AGENT |
| I, Pamirez , hereby accept this appointment as agent for the (Print / Type Agent's Name) |
| corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol bever ages conducted on the premises for the corporation/organization/limited liability company. |
| Meymor Rand [3/12/2633] Agent's age 33 [Date of high 07/17/199] |
| 1355 18th pl. Sturgeon Bay, WI 54235 Date of birth 07/17/199 (Home Address of Agent) |
| APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official) |
| I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed. |
| Approved on by Title (Town Chair, Village President, Police Chief) |

AT-104 (R. 4-18)



Form AT-103

Alcohol Beverage License Application Supplemental Questionnaire

This form must be submitted to the municipal clerk, and be accompanied by one or more of the following forms: AT-104, AT-106, AT-108, AT-115, or AT-200. One Form AT-103 must be completed by each person involved in the applicant business or parent company including:

· sole proprietor

- all officers, directors, and agent of a corporation or nonprofit organization
- · all partners of a partnership
- · managing members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Supplemental Questionnaires are submitted.

| Part A: Premises/Business Information | | | | | |
|---|--|--|--|--|--|
| 1. Registered Entity Name (or individual name if sole proprietor) 1. Registered Entity Name (or individual name if sole proprietor) Restaurant CC | | | | | |
| 2 Trade Name or DRA | | | | | |
| Glorias Authentic Mexican Restaurant LCC | | | | | |
| 3. Entity Type (check one) | | | | | |
| ☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization | | | | | |
| | | | | | |
| Part B: Individual Information | | | | | |
| 1. Name (Last, First, M.I.) | | | | | |
| Hamirez Newmar | | | | | |
| 2. Relationship to Registered Entity (Title) 3. Email 4. Phone | | | | | |
| Ochmer newspramineral Ognail com 900-618-4367 | | | | | |
| 5. Home Address | | | | | |
| 1 35 5 8 V | | | | | |
| 6. City 7. State 8. Zip Code 9. Date of Birth 5435 07/47/1991 | | | | | |
| | | | | | |
| | | | | | |
| 12-563-6204-1757-00 WISCONSIN | | | | | |
| | | | | | |
| Part C: Address History | | | | | |
| List in chronological order your last two residence addresses within the last 5 years. | | | | | |
| Previous Address 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | | | | | |
| Previous City, State, Zip Dates (MM/YYYY - MM/YYYY) | | | | | |
| Sturgeon Bory, WI 54335 09/2015-09/2022 | | | | | |
| Previous Address 2 | | | | | |
| | | | | | |
| Previous City, State, Zip Dates (MM/YYYY - MM/YYYY) | | | | | |
| | | | | | |
| | | | | | |
| Part D: Employment History | | | | | |
| List in chronological order your last two employers within the last 5 years. | | | | | |
| Employer's Name | | | | | |
| Employer's Address Dates Employed (MM/YYYY - MM/YYYY) | | | | | |
| 7502 Huy 42-5758 WI S4235 09/2015-Present | | | | | |
| Employer's Name | | | | | |
| | | | | | |
| Employer's Address Dates Employed (MM/YYYY - MM/YYYY) | | | | | |
| | | | | | |

| Part E: Criminal History | | | | | | |
|---|---------------------------------|--------------------------------|---------------|----------|--|--|
| Have you ever been convicted of any offenses (other than traffic offenses unifor violation of any federal, Wisconsin, or another state's laws or of any count | elated to alco y or municipa | ohol beverages) Il ordinances? | Yes | ANO. | | |
| If yes to question 1, please list details of each conviction below. Attach addition | onal sheets as | s needed. | | | | |
| Law/Ordinance Violated | | Trial Date | | | | |
| Penalty Imposed | Was senten | ce completed? | Yes | ☐ No | | |
| Law/Ordinance Violated | | Trial Date | | | | |
| Penalty Imposed | Was senten | ce completed? | ☐ Yes | ☐ No | | |
| 2. Are charges for any offenses currently pending against you (other than traffic offenses unrelated to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? Yes No | | | | | | |
| If yes to question 2, describe nature and status of pending charges using the | ie space belo | w. Attach additional | | · | | |
| sneets as needed. | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Part F: Questions | | | | | | |
| Have you lived in any state other than Wisconsin as an adult? If yes, please If no, continue to question 2 | list them in the | ne space below. | Yes- | No. | | |
| How long have you continuously lived in Wisconsin prior to the date of applic | ration? | Years | Months | | | |
| 2. How long nave you continuously lived in wisconsin prior to the date of applications of the date of | Janon: | 90 | | M11W-1-1 | | |
| 3. Do you hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g. brewer, brewpub, winery, distillery)? If yes, please explain using the space below. Attach additional sheets as needed. Yes No | | | | | | |
| | | | | | | |
| Part G: Attestation | | | | | | |
| READ CAREFULLY BEFORE SIGNING: I understand that any license issuunder penalty of state law. I further understand that I may be prosecuted for su with this application, and that any person who knowingly provides materially to forfeit not more than \$1,000 if convicted. | ıbmittina false | e statements and affid | lavits in cor | nnection | | |
| Signature Down | | Date 2 1 2 | 3893 | | | |
| | | | | | | |

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve repealing and recreating Section 3.06, Transfer of Funds.

| Respectfully submitted, | | |
|--|------------------|----------------------------|
| FINANCE/PURCHASING & BU COMMITTEE By: Helen Bacon, Chairperson | ILDING | |
| RESOLVED, that the foregoing r | ecommendation be | e adopted. |
| Dated: December 12, 2023 | | |
| | ****** | |
| Introduced by | Workstoppe - | · |
| Moved by Alderperson | | seconded by |
| Alderperson | that said r | recommendation be adopted. |
| Passed by the Council on the | day of | , 2023. |

EXECUTIVE SUMMARY

TITLE:

Ordinance repealing and recreating Section 3.06 - Transfer of Funds

BACKGROUND:

Section 3.06 of the Municipal Code, also part of the Common Council's Rule XIII (Appropriations), details the City's authorization levels for fund transfers.

The City's current fund transfer levels have been in place since 2018. At that time, the City Administrator's base transfer authorization was increased from \$2,500 to \$5,000. Transfers greater than \$2,500 and up to \$7,500 had required approval by a simple majority of the Common Council. Those numbers were increased to \$5,000 and \$10,000 respectively. Transfers over \$7,500 which required an affirmative vote of three-fourths of the entire membership of the Common Council was increased to \$10,000.

Due to significant increased costs, and in some cases the instability of product pricing of regular budget purchases, it seems appropriate to reconsider the budget transfer thresholds at this time to streamline the process of the normal course of business.

That said, staff is proposing the following changes to Section 3.06 of the Municipal Code, Transfer of funds, Rule XIII:

A "transfer of funds" is defined as a reallocation of funding within the annual budget within specific budgetary categories which does not result in a net increase in the total annual budget over the original budget authorization. Any transfer of funds must be approved by the city administrator. A transfer of funds up to \$5,000.00\$10,000 may be authorized by the city administrator. Any transfer of funds greater than \$5,000.00\$10,000 up to \$10,000.00\$15,000 may be authorized by a simple majority of the common council at any time. Any transfer of funds greater than \$10,000.00\$15,000 must be authorized by an affirmative vote of three-fourths of the entire membership of the common council.

FISCAL IMPACT:

Changing the fund transfer authorization levels in Section 3.06 of the Municipal Code (Rule III) has no fiscal impact to the City as the City's overall budget is not increased; funds are simply reallocated within the budget.

OPTIONS:

Approve or deny the request to revise Municipal Code section 3.06, Transfer of funds/Rule XIII.

RECOMMENDATION:

Repeal and recreate Section 3.06, Transfer of Funds.

PREPARED BY:

Valerie J. Clary

Date

Finance Director/City Treasurer

APPROVED BY:

Joshua VanLieshout City Administrator Date Date

2

| | ORINDANCE NO |
|------------------------------------|--|
| THE COMMON COU FOLLOWS: | NCIL OF THE CITY OF STURGEON BAY, WISCONSIN DO ORDAIN AS |
| SECTION 1: | Section 3.06 Transfer of funds of the Municipal Code of the City of Sturgeon Bay, Wisconsin is hereby repealed and created as follows: |
| | A "transfer of funds" is defined as a reallocation of funding within the annual budget within specific budgetary categories which does not result in a net increase in the total annual budget over the original budget authorization. Any transfer of funds must be approved by the city administrator. A transfer of funds up to \$5,000.00\\$10,000 may be authorized by the city administrator. Any transfer of funds greater than \$5,000.00\\$10,000 up to \$10,000.00\\$15,000 may be authorized by a simple majority of the common council at any time. Any transfer of funds greater than \$10,000.00\\$15,000 must be authorized by an affirmative vote of three-fourths of the entire membership of the common council. |
| SECTION 2: | This ordinance shall take effect on the day after its publication. |
| Approved: | |
| David J. Ward Mayor | |
| Attest: | |
| Stephanie L. Reinhar City Clerk | dt |

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend approve the revisions to the City of Sturgeon Bay Purchasing & Property Accountability Policy, but changing the section under Competitive Written Proposals/Bids from three bids obtained to two.

| Respectfully submitted, | | |
|---|-----------------|----------------------------|
| FINANCE/PURCHASING & BUI COMMITTEE By: Helen Bacon, Chairperson | ILDING | |
| RESOLVED, that the foregoing re | commendation be | adopted. |
| Dated: December 12, 2023 | | |
| | ****** | |
| Introduced by | | · |
| Moved by Alderperson | | seconded by |
| Alderperson | that said r | recommendation be adopted. |
| Passed by the Council on the | day of | , 2023. |

EXECUTIVE SUMMARY

TITLE:

Revisions to the City of Sturgeon Bay Purchasing & Property Accountability Policy

BACKGROUND:

Staff has completed a review of the Purchasing & Property Accountability Policy and found that it would be prudent at this time to update some sections of the policy. The last updates occurred in 2018. Attached is a red-lined version of the policy showing the proposed updates.

Following is a summarized list of the proposed changes:

- Section IV. Purchasing Procedures, Part A. Purchase Orders –
 Eliminate the three part purchase order, bringing it down to two
 parts. One part is for the department to retain or forward to the
 vendor, and one part for the accounting department. Change the
 issuance of purchase orders from required to optional. However, all
 invoices must still be approved by an authorizing party prior to the
 accounting department issuing a check to the vendor.
- Section IV. Purchasing Procedures, Part B. Purchasing Procedure Chart - Increase purchasing approval levels and update purchase order requirements. Decrease requirements from requiring three written and competitive proposals to two for budgeted purchases (updated section C as well). Add a section to allow for purchasing used vehicles and equipment.
- Section IV. Purchasing Procedures, Part I. Exceptions Budgeted Purchases / used Vehicles & Equipment – New section to detail the process and procedures to purchase used vehicles and equipment outside of the normal bidding process (Coincides with the proposed changes to Part B of Section IV).
- Section VII. Reimbursement of Expenses, Part A. Reimbursable Expenses – Increase the meal reimbursements and allowable tip. Clarify use of city vehicle and mileage reimbursement requirements. Remove Telephone expense reimbursement.
- Section VII. Reimbursement of Expenses, Part B. Prepaid Expenses

 Mainly housekeeping verbiage and updating the purchase order information.
- Section VII. Reimbursement of Expenses, Part C. Cash Advances Eliminate this section as the City does not issue cash advances.
- Section VII. Reimbursement of Expenses, Part D. Expense Reports
 Eliminate cash advance verbiage.
- Section VIII. Fixed Assets, Part A. General Procedures Mainly housekeeping issues and a couple of minor tweaks to processes.
- Section X. Definitions Add passthrough grants to manual check list as per current ordinance. Increase approval levels for transfers of funds. Requires ordinance change.
- Section XI. Appendix Remove as it does not add value to the policy.

 The index and section ordering will be updated once the final draft is in place.

FISCAL IMPACT:

None.

OPTIONS:

Approve all, none, or a portion of the proposed revisions to the City of Sturgeon Bay Purchasing & Property Accountability Policy (attached).

RECOMMENDATION:

Recommend to the Common Council to adopt the revised City of Sturgeon

Bay Purchasing & Property Accountability Policy as attached.

PREPARED BY:

Valerie I. Clariza

Finance Director/City Treasurer

REVIEWED BY:

Jøshua VanLieshout

City Administrator

CITY OF STURGEON BAY PURCHASING & PROPERTY ACCOUNTABILITY POLICY

Adopted November 21, 2000 Revised 9/02/03, 10/19/04, 02/15/05, 03/02/10, 03/13/13, 03/06/18

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I. PURPOSE

The City of Sturgeon Bay Purchasing & Property Accountability Policy is intended to provide guidance and instructions to those persons directly involved in placement of orders of purchasing equipment, materials, supplies, and services. The goals and objectives of this policy are to provide an efficient, effective, and systematic process and structure for purchasing and property accountability.

II. AUTHORITY

Chapter 3 of the Municipal Code of the City of Sturgeon Bay contains direction regarding purchase authorizations for budgeted and non-budgeted items, goods, or services.

The City Administrator shall act as Purchasing Agent for the City of Sturgeon Bay as outlined under Section 1.075 of the Municipal Code, and shall supervise the administration of all purchases of materials, supplies, equipment and services

The Mayor, as chief executive of the City, retains signature authority to commit the City to contracts, agreements, etc. passed or approved by the Common Council or included within the scope of his/her emergency powers.

All State law applicable to purchasing and contracting will be followed including Section 62.15 which contains specific direction concerning Public Works projects.

III. APPLICABILITY

In accordance with Section 1.075 of the Municipal Code, this policy is binding on all departments and departments operating with funds provided from the General city budget and/or other sources such as grants or donations, including the Fire and Police Departments, all departments under the supervision of the City Administrator, and all employees. The Mayor, individual members of the Common Council and various boards, commissions and committees funded by the General City Budget may be authorized by the Common Council to purchase goods and services as a separate action.

In accordance with the procedures set forth in this policy, Department Heads are delegated authority and responsibility for placement of orders for purchase of equipment, materials, supplies and services to meet the needs of the department within budgeted appropriations to maintain the level of services as established by the appropriate board, committee or commission and Common Council.

IV. PURCHASING PROCEDURES

A. PURCHASE ORDERS

- 1. Purchase Orders Required. Purchase orders are required optional for purchase of all items and services, with the following exceptions: payroll and recurring expenses such as utility bills, fringe benefits, and blanket purchase orders. For services such as personal services contracts, maintenance contracts, subscriptions, etc. for which the City is invoiced monthly, quarterly, semi-annually, or annually, a blanket purchase order shall may be issued for the period of time the contract is in effect, but no longer than the current budget year. The Accounting Department shall keep a list of these services and payments to assure that specific budgets are not exceeded and sufficient funds are available for each payment. Blanket purchase orders may be used in limited circumstances for the current budget year and must be approved each year in writing by the City Administrator or designee. Department Heads shall provide vendors with a list of personnel authorized to purchase at the beginning of each year when the blanket purchase order is issued. No invoice will be paid by the Accounting Department without a signed purchase order or a signed invoice by an authorized authority. In addition to an appropriate signature on an invoice, the information detailed in Section A 2 (a) must also be detailed on the invoice before payment is made by the Accounting Department.
- Purchase Order Forms: Purchase Orders are assembled in a pre-numbered three-parttwo part form. Purchase order books are obtained from the Accounting Department. The three-parttwo part forms are to be used as follows:
 - (a) White Copy Given to vendor at time order is placed if the vendor requires purchase orders, or retained by the department head. Vendor shall be given the purchase order number and white copy forwarded, if requested. The following information shall be included on each purchase order.

Name of vendor.

Date order was placed.

Quantity and description of item(s) ordered.

Account distribution number and account name.

Itemized prices of each article ordered, if known at the time the order is placed.

Amount - Quantity times unit price.

Signature of person authorizing the placement of the order.

- (b) Yellow Copy Forwarded to Accounting Department at time order is written along with invoice attached if available. If invoice is not available, it shall be forwarded to Accounting Department separately when received.
- (c) Pink Copy Remains attached in purchase order book.
- Voided Purchase Orders: White and yellow_copies shall be forwarded to the Accounting Department marked "void".

B. PURCHASING PROCEDURE CHART:

| TYPE OF PURCHASE | APPROVAL LEVEL | REQUIREMENTS |
|--|--|---|
| Budgeted Purchases/Services Under \$2,000 | Department Head | Department Head may authorize issuance of a purchase orderpurchases for budgeted purchases under \$2,000\\$5,000, provided that items amounting to more than \$2,000\\$5,000 shall not be divided so as to constitute a small purchase under this section. Purchase Order Required. |
| Budgeted Purchases/Services \$2,000 to \$7,500 \$5,000 to \$10,000 | Department Head | Competitive Price Quotes: Competitive price quotes shall be obtained whenever feasible for budgeted items amounting to more than \$2,000\$5,000 but less than \$7,500\$10,000. The Department Head shall review all quotes and accept one deemed to be in the best interests of the City, and authorize issuance of a purchase order. Purchase Order Required. |
| Budgeted Purchases/Services \$7,500 to \$15,000 \$10,000 to \$15,000 | City Administrator | Competitive Written Proposals/Bids: At least three two written competitive proposals/bids shall be obtained from qualified vendors for budgeted items amounting to more than \$7,500\$10,000 but less than \$15,000. Purchase orders must be signed by the City Administrator before orders are placed. Purchase Order Required. |
| Budgeted Purchases/Services \$15,000 to \$25,000 | City Administrator Review & Finance/ Purchasing & Building Committee Approval | Competitive Sealed Proposals or Bids: At least three_two competitive proposals, in accordance with Section C or bids in accordance with Section D below, shall be obtained from qualified vendors for budgeted items amounting to more than \$15,000 but less than \$25,000. The Department Head shall review them with the City Administrator prior to submitting to the Finance/Purchasing & Building Committee. The Finance/Purchasing & Building Committee shall review bids and Department Head recommendation, accept the one deemed to be in the best interests of the City, and authorize Department Head to issue a purchase order. Purchase Order Required: |

| TYPE OF PURCHASE | APPROVAL LEVEL | REQUIREMENTS | | | |
|---|---|---|--|--|--|
| Budgeted Purchases/Services Over \$25,000 (Except for Public Works Projects) | City Administrator Review & Finance/ Purchasing & Building Committee recommendation, and Common Council approval. | Department Head shall prepare specifications and solicit sealed bids in accordance with the procedure listed in Section D below for budgeted items \$25,000 and over except for Public Works Projects. Bids shall be reviewed by the City Administrator prior to submitting to the Finance/Purchasing & Building committee. The Finance/Purchasing & Building Committee shall review all bids and Department head recommendation, and prepare a recommendation to the Common Council. Upon acceptance and approval by the Common Council, the Department Head may issue a purchase order. Purchase Order Required facilitate the purchase. | | | |
| Public Works Projects | Board of Public Works and Common Council approval. | Competitive sealed bidding in accordance with Section 62.15 Wis. Stats. and Section E below. Purchase Order Required. | | | |
| Budgeted Sole Source Purchases/Services | City Administrator and approval level according to dollar amount above. | Requirements in accordance with Section F below. <i>Purchase-Order-Required</i> . | | | |
| Budgeted Purchases / Used Vehicles & Equipment | Mayor and City Administrator | Requirements in accordance with Section I below. | | | |
| Emergency Purchases/Services | Mayor, City Administrator or other Designee. | Requirements in accordance with Section G below. | | | |
| Service Contract Renewals for Contracts Not Exceeding \$75,000 Per Year (Non-Public Works) | City Administrator Review & Finance/ Purchasing & Building Committee recommendation, and Common Council approval. | A request for proposals: The Finance/Purchasing & Building Committee may, at their option, request proposals in the manner determined by them for submission. Discussion with responsible vendors and revisions of proposals: Discussions may be conducted with responsible vendors who submit proposals determined to be reasonably potential selections for award, for the purpose of clarification and to ensure a full understanding of and responsiveness to solicitation requirements. The Finance/Purchasing & Building Committee may or may not have discussions with all potential vendors. Award: The Finance/Purchasing & Building Committee may use its discretion to award a contract based upon the competitive proposals submitted or, in its discretion, may not require competitive proposals at all. Lower price is a favorable factor, however, other factors may outweigh the price in the discretion of the Finance/Purchasing & Building Committee. Local vendor award option: Except where prohibited by law, award may be made to | | | |

local vendors within the city limits (based upon the normal location/address of the business or firm), in the sole discretion of the Finance/Purchasing & Building Committee.

C. COMPETITIVE SEALED PROPOSALS:

- Request for proposals: Competitive sealed proposals shall be solicited through a request for proposals.
- Public notice: Adequate public notice of a request for proposals shall be given a reasonable time prior to proposal opening date. Public notice may be waived if the City Administrator determines it will be more cost effective to directly contact and provide a RFP to three-two or more potential vendors. In the event three-two qualified vendors cannot be reasonably contacted, the Department Head shall prepare a memorandum certifying the circumstances.
- Receipt of proposals: Proposals shall be opened so as to avoid disclosure of contents to competing vendors during negotiation process. A record of proposals received shall be prepared and open for public inspection.
- 4. <u>Evaluation factors:</u> The request for proposals shall state the relative importance of all evaluation factors expected to be used. When practicable, evaluation factors should be related to price.
- 5. <u>Discussion with responsible vendors and revisions of proposals</u>: As provided in the request for proposals, discussions may be conducted with responsible vendors who submit proposals determined to be reasonably potential selections for award, for the purpose of clarification, to ensure full understanding of, and responsiveness to, solicitation requirements. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submission and prior to award for the purpose of obtaining the best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.
- 6. <u>Award:</u> Taking into consideration evaluation factors in the request for proposals and final price offered, after approval, award shall be made to the responsible vendor whose proposal is determined to be the most advantageous to the City. The contract file shall contain a record of the basis upon which the award was made.
- 7. <u>Local Vendor Award Option:</u> Except where prohibited by law, award may be made to local vendors within the City limits (based upon the normal location/address of the business or firm), provided the purchase price does not exceed the lowest proposal by more than five percent (5%).

D. COMPETITIVE SEALED BIDDING:

- When competitive sealed bidding is used, plans and specifications, and an invitation for bid shall be prepared, subject to approval of the City Administrator, containing a description of the work, materials to be used and such other matters as will give an intelligent idea of the work required, contact form approved by the City Attorney, and bond with sureties required. Plans and specifications shall be filed with the City Clerk for inspection by bidders.
- 2. <u>Specifications:</u> Department Heads, managers, and supervisors are delegated responsibility for preparation, issuance, revision and maintenance of specifications for supplies, services or construction required by those departments, subject to approval by the City Administrator. If the City Administrator declines to approve any specifications for independent departments (Fire and Police), the Finance/Purchasing & Building Committee may, at its discretion, upon request of the independent Department Head, modify or reverse such decision.

Specifications shall be prepared in such a way as to protect the City's interests and promote overall economy while fulfilling the intended purpose, and shall be drafted to assure the maximum practicable competition to best meet the City's needs. These criteria apply equally to all specifications, including those prepared by architects, engineers, designers and draftsmen employed or hired by the City for the purpose of preparing specification packages for use in soliciting bids, proposals or other purchases.

- 3. Public notice: Adequate public notice of the invitation for bids shall be given a reasonable time prior to bid opening date. Such notice should be published in a newspaper of general circulation for a reasonable time prior to bid opening.
- 4. <u>Bid Opening:</u> Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid, and such other relevant information as may be specified in the invitation for bids, together with the name of each bidder, shall be recorded and filed with the City Clerk. The record and each bid shall be open to public inspection.
- Bid acceptance and evaluation: Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on requirements in the invitation for bids, which may include criteria to determine acceptability such as performance bonding, inspection, testing quality, workmanship, delivery, and suitability. Those criteria that will affect the bid price and which will be considered in evaluation for award shall be objectively measurable, e.g. discounts, transportation costs, and total or life-cycle costs. The invitation for bids shall include evaluation criteria to be used.
- 6. <u>Bid Documents:</u> After award of bid, original bid documents and tabulation of bids shall be forwarded to the City Clerk and will become part of the City's official files.
- 7. Award: After approval, the contract shall be awarded with reasonable promptness by notice to the lowest responsible and responsive bidder whose bid meets requirements and criteria set forth in the invitation for bids. In the event all bids exceed available funds as certified by the appropriate fiscal officer, and the low responsive and responsible bid does not exceed such funds by more than five percent (5%) the City Administrator may, unless specifically prohibited by law, negotiate an adjustment of the bid price, including the bid requirements, in order to bring the bid within the availability of funds.
- 8. <u>Local Vendor Award Option:</u> Except where prohibited by law, award may be made to local vendors within the City limits (based upon the normal location/address of the business or firm), provided the purchase price does not exceed the lowest bid by more than five percent (5%).

E. PUBLIC WORKS PROJECTS – Approval by the Board of Public Works and Common Council.

Public Works projects shall follow Section 62.15 Wis. Stats. Generally, any public works construction contract or project expected to cost \$25,000 or more must have a specification package prepared, be advertised at a minimum as a class 2 notice (two 2 insertions a week apart) in the official City newspaper and be awarded to the lowest responsible bidder. If the estimated cost of any public construction exceeds \$5,000 but is not greater than \$25,000, the Board of Public Works shall give a class 1 notice of the proposed construction before the contract for the construction is executed.

PUBLIC WORKS PROJECTS COMPETITIVE SEALED BIDDING (Required for all projects over \$25,000):

Plans and specifications, and an invitation for bid shall be prepared, subject to approval of the City Administrator, containing a description of the work, materials to be used and such other matters as will give an intelligent idea of the work required, contract form approved by the City Attorney, and bond with sureties required. Plans and specifications shall be filled with the City Clerk for inspection of bidders.

- Public Notice: Bids involving public works projects expected to cost \$25,000 or more must be advertised by the Board of Public Works in the official City newspaper (currently the Door County Advocate), as a Class 2 notice (2 insertions a week apart).
- 2. <u>Bid Opening:</u> Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. No bid shall be received unless accompanied by a certified check or bid bond equal to at least 5% but not more than 10% of the bid payable to the City as a guaranty that if the bid is accepted the bidder will execute and file the proper contract and bond within the time limited by the City. If the successful bidder files the contract and bond, upon the execution of the contract by the Mayor and City Clerk, the check shall be returned. The amount of each bid, and such other relevant information as may be specified in the invitation for bids, together with the name of each bidder, shall be recorded. The record and each bid shall be open to public inspection.
- 3. <u>Bid acceptance and evaluation:</u> Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as performance bonding, inspection, testing quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and which will be considered in evaluation for award shall be objectively measurable, e.g. discounts, transportation costs, and total or life-cycle costs. The invitation for bids shall set forth the evaluation criteria to be used.
- 4. <u>Bid Documents:</u> After award of bid, original bid documents and tabulation of bids shall be forwarded to the City Clerk and will become part of the City's official files.
- 5. Award: All public construction, the estimated cost of which exceeds \$25,000, shall be let by contract to the lowest responsible bidder; all other public construction shall be let as the Council may direct. All contracts shall be signed by the Mayor and City Clerk, and approval as to form by the City Attorney.

PUBLIC WORKS PROJECTS COMPETITIVE SEALED PROPOSALS (Required for projects with estimated cost of \$5,000 but not greater than \$25,000):

A request for competitive sealed proposals shall be prepared, subject to approval of the City Administrator containing a description of the work, materials to be used and such other matters as will give an intelligent idea of the work required, and a contract form approved by the City Attorney.

1. Public Notice: Competitive sealed proposals involving public works projects expected to cost \$5,000 but not greater than \$25,000 or more must be advertised by the Board of Public Works in the official City newspaper (currently the Door County Advocate), as a Class 1 notice.

E. PUBLIC WORKS PROJECTS (Continued)

- Receipt of proposals: Proposals shall be opened so as to avoid disclosure of contents to
 competing vendors during negotiation process. A record of proposals received shall be prepared
 and open for public inspection.
- 3. <u>Evaluation factors:</u> The request for proposals shall state the relative importance of all evaluation factors expected to be used. When practicable, evaluation factors should be related to price.
- 4. <u>Discussion with responsible vendors and revisions of proposals</u>: As provided in the request for proposals, discussions may be conducted with responsible vendors who submit proposals determined to be reasonably potential selections for award, for the purpose of clarification, to ensure full understanding of, and responsiveness to, solicitation requirements. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submission and prior to award for the purpose of obtaining the best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.
- 5. <u>Award:</u> Taking into consideration evaluation factors in the request for proposals and final price offered, after approval, award shall be made to the responsible vendor whose proposal is determined to be the most advantageous to the City. The contract file shall contain a record of the basis upon which the award was made.
- 6. <u>Local Vendor Award Option:</u> Except where prohibited by law, award may be made to local vendors within the City limits (based upon the normal location/address of the business or firm), provided the purchase price does not exceed the lowest proposal by more than five percent (5%).

F. SOLE SOURCE PURCHASES:

Except where prohibited by law, a contract may be awarded for supplies or services without competition when the City Administrator or designee determines that there is only one reasonable or best source for the required supply, service or construction. Considerations in making such determination include, but are not limited to:

- Support of City based vendors if costs are expected to be no more than five percent 5%) higher than
 like item offered by non-resident vendors. (The determination of residency will be based upon the
 normal location/address of the business or firm.)
- Where brand name or trademarked items are required to accomplish a particular task or function e.g. repair parts, unique paper for machines, etc.
- 3. To reasonably distribute City purchases between qualified vendors.

G. EMERGENCY PURCHASES:

Where permitted by law and notwithstanding any other provisions of this Policy, the Mayor, the City Administrator or other designee, may make, or authorize another to make emergency purchases when a threat exists to public health, welfare, or safety under emergency conditions provided that such emergency purchases shall be made with such competition as is practicable under the circumstances. The person making or authorizing the procurement must have, or obtain reasonable knowledge, that sufficient funds exist to cover the cost of any such expenditure. A written determination of the basis for the emergency and for the selection of the particular vendor shall be included in the contract file.

H. EXCEPTIONS - INTERGOVERNMENTAL BIDS:

In the event another governmental body has solicited bids and the City has the opportunity to purchase through that process, the Finance/Purchasing & Building Committee may authorize exceptions to the purchasing procedures.

I. EXCEPTIONS - BUDGETED PURCHASES / USED VEHICLES & EQUIPMENT

From time to time, it is in the best interest of the City to purchase used vehicles and equipment.—

City recognizes that purchasing used may require a Department Head to act more quickly than normal bidding practices allow. The Mayor and City Administrator may authorize a Department Head to purchase used vehicles & equipment without going through the formal bidding process in the event time does not allow for this process. Within 45 days after the purchase, the Department Head must report to the Finance, Purchasing & Building Committee, and the Common Council that the purchase occurred. This report must be done during a regularly scheduled meeting of the Finance, Purchasing & building Committee, and the Common Council.

IL. CONTRACTUAL REMEDIES:

- Right to protest: Any actual or prospective bidder, offeror, vendor or contractor who is aggrieved in
 connection with the solicitation or award of a contract may protest to the City Administrator. The
 protest shall be submitted in writing within fourteen (14) calendar days after such aggrieved person
 knows, or should have known, of the facts giving rise thereto.
- Authority to resolve protests: The City Administrator shall have authority, prior to the
 commencement of an action in court concerning the controversy, to settle and resolve a protest of an
 aggrieved bidder or actual or prospective offeror or contractor concerning solicitation or award of a
 contract.
- <u>Decision:</u> If the protest is not resolved by mutual agreement, the City Administrator shall promptly issue a decision in writing. The decision shall:
 - (a) State the reasons for the action taken.
 - (b) Inform the protestant of his/her right to review by the Finance/Purchasing & Building Committee and the Common Council.
 - (c) Be immediately sent by certified mail, or otherwise furnished to the protestant and any other party intervening. A copy shall be maintained in the contract file.
- 4. <u>Stay of Procurements during protest:</u> In the event of a timely protest under this paragraph, the City shall not proceed further with the solicitation or with the award of the contract until the City Administrator, after consultation with the Department Head and City Attorney, makes a determination that award of the contract without delay is necessary to protect the interests of the City, or the matter is resolved.

IJK. DEBARMENT OR SUSPENSION:

- 1. <u>Authority:</u> After reasonable notice to the person or business involved, and reasonable opportunity for that person/business to be heard, the City Administrator, after consultation with the using department and the City Attorney, shall have authority to debar a person or business for cause from consideration for award of any contract. The debarment shall not be for a period of more than three years. After consultation with the using department and the City Attorney, the City Administrator shall have authority to suspend a person or business from consideration for award of contracts if there is probable cause for debarment. The suspension shall not be for a period exceeding three months.
 - (a) Causes for debarment or suspension: The causes for debarment or suspension include the following:
 - (1) Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or sub-contract, or in the performance of such contract or sub-contract.
 - (2) Conviction under state or federal statutes for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City contractor.
 - (3) Conviction under state or federal antitrust statutes arising out of the submission of bids of proposals.
 - (4) Violation of contract provisions, as set forth below, or a character which is regarded by the City Administrator to be of a nature serious enough to justify debarment action.
 - (5) Failure without good cause to perform in accordance with the specifications or within the time limit provided in a contract.
 - (6) A recent record of failure to perform, or of unsatisfactory performance in accordance with the terms of one or more contracts; failure to perform or unsatisfactory performance caused by acts or events beyond the control of the contractor, shall not be a basis for debarment.
 - (7) Any other cause which the City Administrator determines to be so serious and compelling so as to adversely reflect on the integrity and qualification to act as a contractor for the City. This includes, but is not limited to, debarment by another governmental agency.
 - (8) Failure to pay outstanding personal property taxes, fees, or other amounts owing to the City of Sturgeon Bay.
 - (9) Violation of any of the ethical standards in this policy.
- <u>Decision:</u> The City Administrator shall issue a written decision to debar or suspend. The decision shall:
 - (a) State the specific reason(s) for the action being taken.
 - (b) Inform the debarred or suspended person or business of his/her right to Committee and Common Council review as provided in paragraph A(3)(b) for an aggrievement.
 - (c) A copy of the decision made under the provisions of this section shall be sent by certified mail or otherwise immediately furnished to the debarred or suspended person/business and any other party intervening. This decision shall be deemed final and conclusive, unless fraudulent, or unless the debarred or suspended person/business commences appellate or court action.

KL. RESOLUTION OF CONTRACT AND BREACH OF CONTRACT CONTROVERSIES:

- Applicability: This paragraph applies to controversies between the City and a contractor and which
 arise under, or by virtue of a contract between them. This includes without limitation, controversies
 based upon breach of contract, mistake, misrepresentation or other cause for contract modification or
 recision.
- 2. <u>Authority:</u> The City Administrator is authorized, prior to commencement of an appeal to committee or Common Council or court action concerning the controversy, to settle and resolve a controversy described in this paragraph.
- <u>Decision:</u> If such controversy is not resolved by mutual agreement, the City Administrator shall promptly issue a decision in writing. Such decision shall:
 - (a) State the reason(s) for the action taken.
 - (b) Inform the contractor of his/her right to appeal to the Finance/Purchasing & Building Committee and the Common Council.

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- (c) Be immediately sent by certified mail or otherwise furnished to the person/business involved.
- (d) The decision shall be final and conclusive, unless fraudulent, or unless the contractor commences appellate or court action.
- (e) In the event the City Administrator does not issue the written decision required under this paragraph within 120 days after receipt of the written request for a final decision, or within such longer period as may have been agreement upon by the parties, the contractor may proceed as if an adverse decision had been received.

4. Time limitations on actions applicable unless otherwise provided by law:

- (a) Protested solicitations and awards: Action under this section shall be initiated within 30 days after the aggrieved person/business knows or should have known of the facts giving rise to the action.
- (b) Debarments and suspensions: Any action challenging a suspension or debarment shall be commenced within six months after receipt of the decision from the Purchasing Agent.
- (c) Actions under contracts or for breach of contract: the statutory limitations on an action between private persons on contract or breach of contract shall apply to any action commenced pursuant to this policy.

V. PETTY CASH

Petty cash accounts have been established (City Clerk-Treasurer in the amount of \$100, Municipal Services in the amount of \$100, and Police Department in the amount of \$100) to provide for the payment of small obligations (under \$100) for which issuing formal vouchers and checks would be impractical. All petty cash purchases shall be substantiated by receipts listing the items purchased, account distribution, and name of purchaser. Petty cash accounts shall be reconciled monthly with the City Treasurer. When a department petty cash account is to be replenished, a purchase order is to be issued listing all of the expenses incurred, appropriate account numbers, and reimbursement requested to replenish the account to the amount authorized in this policy.

The following items are prohibited for payment out of petty cash funds: Cashing of personal checks, items for which a purchase order can be issued, and items exceeding \$100.

VI. PAYMENT OF BILLS

Departments shall process invoices and billing statements and forward to Accounting Department within ten (10) working days of receipt. To permit time for processing accounts payable, all bills must be received by 10:00 a.m. on the Thursday preceding the Finance/Purchasing & Building Committee meeting or they will not be processed until the following meeting.

VII. REIMBURSEMENT OF EXPENSES

Employees and officers of the City of Sturgeon Bay shall be reimbursed for all necessary expenses incurred in the performance of their respective duties.

A. REIMBURSABLE EXPENSES:

 MEAL EXPENSES: The city shall reimburse the employee for the actual cost of meal expenses up to the amounts listed below, incurred while on official City business:

> Breakfast \$11.0013.00 Lunch \$16.0015.00 Dinner \$22.0026.00 Total \$49.0054.00

The meal amounts do not include tax and gratuity. Gratuity cannot exceed 15% to 20%. Deviation from the meal limits is permissible, but the maximum daily total may not be exceeded. Reimbursement will not be made for alcoholic beverages.

If a meal is part of the conference, seminar or meeting being attended by the employee and a higher amount is charged each participant, the full amount will be reimbursed subject to submission of evidential documentation.

Itemized rReceipts are necessary for all meal reimbursement regardless of the amount.

1. TRAVEL EXPENSES:

- Mileage & Parking Fees: Employees shall use an assigned administrative City vehicle formatted: Indent: Left: 1" travel to a conference, seminar, or meeting when one is available. In the event one is not available, reministrative or the use of a privately owned vehicle for City business ——shall be made at the current rate approved by the Internal Revenue Service. Mileage records shall be ——maintained and signed records shall be submitted for reimbursement. If two or more persons travel in ——the same vehicle, only one of these shall be reimbursed for mileage.

<u>Transportation:</u> Transportation expenses when traveling by common carrier shall be reimbursed within reasonable limitations except that air travel shall not be at first class rates.

- 2. LODGING EXPENSES: All lodging expenses outside of Door County or as approved by the Common Council or applicable committee, shall be reimbursed in full when incurred in the performance of duties, but must be supported by receipted statements and a statement explaining the necessity for the lodging expense. If husband and wife occupy a room, the City shall reimburse only at the single room rate and the supporting statements must indicate such single rate.
- TELEPHONE EXPENSES: Telephone charges are reimbursable when necessary for official business.
- 4,3. **REGISTRATION FEES:** Registration fees for approved conferences, conventions, training, and seminars are reimbursable. A copy of the curriculum shall be submitted with pre-registration requests.

| VII. | REIMBURSEMENT | OF | EXPENSES | (continued) |) |
|------|---------------|----|-----------------|-------------|---|
|------|---------------|----|-----------------|-------------|---|

B. PREPAID EXPENSES:

— Whenever possible, registration fees, lodging and travel expenses shall be paid in advance- Formatted: Indent: Left: 0.5" submitted for payment in the usual manner as other bills, by purchase order for approval by the Common Council. — Conference registration program material and curriculumand agenda shall be attached to purchase orders submitted to the Accounting Department as supporting documentation. The registrant — should obtain a copy of the City's Federal Employer Identification Number Wisconsin Sales and Use Tax Exemption Certificate, which along with the City check, should and present it to the lodging facility to — absolve the registrant from paying any state or county sales tax or city room tax-in Wisconsin (this varies from state to — state).

C. CASH ADVANCES:

When prepayment is not practical, cash advances may be made as necessary for lodging, travel, meals, and expenses. Any cash advance in excess of expenses incurred shall be refunded to City within 14 days after return from conferences, seminars, or training accompanied by an Expense Report.

D⊈. EXPENSE REPORTS:

Employees shall submit an Expense Report form for expenses incurred. Receipts are necessary for reimbursement of expenses regardless of the amount—and—for cash—advance—expenses. In addition, a copy of the curriculum received at seminars/training shall be submitted with Expense Reports. Expense Reports shall be submitted at least monthly, and shall include details of all reimbursable expenses accrued during the expense period, along with receipts for all reimbursable expenses. The Expense Report must be approved for payment by the Department Head/Manager, Finance/Purchasing & Building Committee, and Common Council.

Any employee who seeks reimbursement for expenses not actually incurred or otherwise fraudulently apply for reimbursement of expenses shall be subject to immediate discharge.

VIII. FIXED ASSETS

A. GENERAL PROCEDURES:

- 1. The City Clerk shall maintain records for capital equipment and real property that has a useful life of two or more years, and a cost of \$5,000 or more with the exception of installed equipment such as furnaces or equipment that lose identity upon application to another or real property. These records shall serve as a fixed asset list and inventory of City-owned property.
- 2. Reporting: Department Heads and supervisors shall be responsible for reporting, on a fixed asset form, any qualifying purchase, trade, transfer or liquidation of property to the City Clerk-Treasurer at the time of acquisition, trade, or liquidation. Each item of property shall be identified by a unique description and serial number or other identification mark such as a sticker or an engraved, punched or painted mark.
- 2.
 3. Inventory: A fixed asset list shall be provided during the month of December of each yearannuall Department Heads and each department shall conduct an inventory to verify the physical prese and serviceability of each item under its responsibility. Results shall be reported to the City Clerk Treasurer no later than January fifteenth (15th) within 15 days of receipt. In the event of a change of status of the responsible employee (termination of employment, promotion or transfer) the City
 - Administrator can require an inventory and inspection.

 Responsibility: Department Heads, directors, supervisors and employees have responsibility to safeguard all City owned supplies and property entrusted to their care. Included in this responsib

may be pecuniary liability in the event property is lost or damaged through carelessness, abuse or neglect. To assist in providing a base level of security, supervisors are encouraged to transfer physical responsibility to subordinates actually having possession and using the property in question. With all such assignment of responsibility, supervisors must ensure that:

with all such assignment of responsibility, supervisors must ensure that

(a) The employee clearly understands his/her responsibility for the specific property involved. This may by accomplished by identifying said property and responsibility and obtaining a signed receipt for same.

- (b) Adequate facilities are provided in which the property may be reasonably secured during periods when not in use. Access to such storage facilities should be limited to the responsible employee, and in emergency, the supervisor, in such emergency situation, access must be witnessed and certified by one other disinterested individual.
- 5. Damaged or missing property: Any time property belonging to the City is discovered damaged other than through normal wear and tear, or missing, an immediate investigation and if applicable, search, will be initiated in an attempt to ascertain the cause of the damage or recover the item(s). If the property is not found or a reasonable explanation obtained as to the cause of damage, a report will be made to the Sturgeon Bay Police on the assumption that it has been stolen or vandalized. The City Administrator will be notified of circumstances no later than the first working day following discovery of the loss or damage, and shall review the results of the inspection/investigation conducted by the department head/supervisor, obtain such additional information as may be required, and make a determination as to whether the loss/damage resulted from dereliction or neglect on the part of a City employee. Following this determination, one of the following will be accomplished:

VIII. FIXED ASSETS (continued)

- (a) If it is determined that the loss or damage occurred through no fault of any employee, property records will be annotated to either relieve all concerned of responsibility for the property or to indicate a revised value and condition. If warranted, a damaged item will be repaired and returned to service, it not, it will be salvaged in accordance with procedures contained in this policy.
- (b) If it is determined that the loss/damage occurred as a result of dereliction or negligence on the part of one or more employees, appropriate action taken.

B. TRADE IN/ASSET LIQUIDATION

Upon presentation of the annual budget, staff shall identify any capital expenditures which shall include trade in or liquidation of a related asset. Appropriate detail shall be provided to recognize the projected residual value of any assets proposed for liquidation, including whether the asset is proposed for sale or trade in. Said projection shall be reflected in the budget. Given the fact that the final decision to sell or trade an asset may not be known until authorized, no capital expenditure which includes a trade in or liquidation may be authorized without a finding by the Finance/Purchasing & Building Committee that the net expenditure is within budget authorization, less the projected budgeted trade in or sale. Expenditures which are found to exceed the net budget will require either a supplemental appropriation as a non budgeted item or a transfer of funds consistent with local ordinance.

C. SURPLUS PROPERTY

City property shall be declared surplus by the Finance/Purchasing & Building Committee when it is no longer necessary, practical or economical to be retained. A Department Head who determines that an item is no longer useful shall submit a written description of the item(s) to the City Administrator. The description shall include the make, model number, serial number, age, general condition, original cost if known, and place where the item(s) can be inspected. The City Administrator shall determine whether the item(s) can be used by another department, and if not, shall submit a list of the surplus items to the Finance/Purchasing & Building Committee that the item is surplus, the City Administrator is authorized to ascertain the best method to achieve liquidation at the highest value on behalf of the City.

D. ACCEPTANCE OF DONATED ASSETS AND NONMONETARY TRANSFERS:

In the event an asset is detailed within the City's five year plan department heads are authorized to accept donated assets or other nonmonetary transfers without Committee or Common Council approval.

Donated is defined as a contribution whereby the City accepts an asset or service. It requires that the donor be able to relinquish the usual risk and rewards of the asset and have no substantial continuing involvement therein.

A nonmonetary transfer is defined as contributions whereby the City accepts the assets but the transfer is either repayable or revocable, the transfer is subject to the donor's unilateral right to redirect the use of the asset to another beneficiary, or the donor maintains substantial control of the assets therein.

Transactions specifically excluded from this policy:

- Acceptance of non-monetary assets between entities under common control (i.e. Sturgeon Bay Utilities).
- Transfers of non-monetary assets between departments
- The asset is not required by City policy to be integrated in the City's fixed asset inventory list.

Disposal of assets integrated into the City's fixed asset inventory list will follow existing City policy or ordinance.

In the event a donated asset is <u>not</u> detailed in the City's five year plan, department heads are authorized to accept the asset. However, if an exchange has transpired, acceptance will not be considered complete until it is approved by a majority of the Common Council.

IX. ETHICAL STANDARDS

A. STANDARDS OF CONDUCT:

Public employment is a public trust. It is the policy of the City to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by the City. Such policy is implemented by prescribing essential restrictions against conflict of interest without creating unnecessary obstacles to entering public service. Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they must conduct themselves in such a manner as to foster public confidence in the integrity of the City's procurement system.

B. GENERAL STANDARDS OF ETHICAL CONDUCT:

- Any attempt to realize personal gain through public employment by conduct inconsistent with the proper discharge of the employee's duties is a breach of public trust. In order to meet this general standard, employees shall meet the specific standards set forth in this policy.
- 2. Any effort to influence any public employee to breach the standards of ethical conduct set forth herein is in itself a breach of ethical standards.

C. CONFLICT OF INTEREST:

It shall be a breach of ethical standards and a conflict of interest for any employee to participate directly or indirectly in a procurement action when the employee knows that:

- He/she, or any member of his/her immediate family has a financial interest pertaining to the procurement.
- He/she, or any member of his/her immediate family has a financial interest in the business involved with a procurement action with the City.
- Any other person, business or organization with whom the employee or any member of his/her immediate family is negotiating or has an arrangement concerning prospective employment, has involvement in a procurement action with the City.

D. DISCOVERY OF CONFLICT OF INTEREST, DISQUALIFICATION AND WAIVER:

Upon discovery of potential or actual conflict of interest, the employee shall promptly file a written statement of disqualification with the City Administrator and withdraw from further participation in the transaction involved until and unless a waiver is granted by the City Administrator. Any employee who gains any benefit from any City contract in which he/she participates directly or indirectly with a business in which he/she has a financial interest, shall report such benefit to the City Administrator. Any employee who knows or should have known of such benefit, and fails to promptly report same, is in breach of the ethical standards. (Specific statutory limitations are contained in Wisconsin Statutes 946.13.)

E. GRATUITIES AND KICKBACKS:

1. It is a breach of ethical standards and State law for any person to offer, give, or agree to give any City employee or for any City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification of procurement standard, rendering of advice, provision of a service, investigation, audit, or in any advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal thereof.

IX. ETHICAL STANDARDS (continued)

2. Kickbacks. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by, or on behalf of, a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for award of a contract, subcontract or order. It is a breach of ethical standards for any contractor/subcontractor to withhold or otherwise fail to pay any portion of an employee's wage unless specifically authorized by law.

F. CONTEMPORANEOUS EMPLOYMENT PROHIBITED:

It shall be a breach of ethical standards for a City employee who is directly or indirectly participating in the procurement or purchasing process to be or become while a City employee, employed by any person or business contracting with the City.

G. EMPLOYEE FINANCIAL INTEREST:

It shall be a breach of ethical standards for a business in which a City employee has a financial interest, knowingly to act as a principal, or agent for anyone other than the City, in connection with any:

- 1. Judicial or other proceeding, application, request for ruling, or other determination.
- 2. Contract.
- 3. Claim.
- 4. Charge or controversy, in which the employee either participates personally and substantially through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, or which is the subject of the employee's official responsibility, where the City is a party or has direct and substantial interest.

H. CONFIDENTIAL INFORMATION:

It shall be a breach of ethical standards for any City employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

I. EMPLOYEE PERSONAL USE OR GAIN:

Unless recognized elsewhere, it shall be a breach of ethical standards for any City employee to convert anything of value belonging to the City to his/her personal use or gain, or use any City buildings, property, or equipment for personal purposes.

J. REMEDIES INVOLING CITY EMPLOYEES:

The City Administrator, or in the case of independent departments, the appropriate committee of the Common Council, in accordance with the provisions of current collective bargaining agreements and state law, may impose or accomplish one or more of the following:

- 1. Oral or written warnings or reprimands.
- 2. Suspension with or without pay for specified periods of time.
- 3. Termination of employment.
- Recover the value of anything received by a City employee in breach of ethical standards. All
 procedures under this sub-paragraph shall be in accordance with due process requirements and
 existing state law.

IX. ETHICAL STANDARDS (continued)

K. REMEDIES INVOLVING NON-EMPLOYEES:

The City Administrator may impose or accomplish one or more of the following in cases involving breach of ethical standards by non-employee/contractors:

- 1. Oral or written warning or reprimand.
- 2. Termination of the transaction or contract.
- 3. Suspension or debarment.
- 4. Attempt to recover the value of anything transferred in breach of the ethical standards for the City. All procedures under this sub-paragraph shall be in accordance with due process requirements and existing state law.

L. WAIVER/PERMISSION BY CITY ADMINISTRATOR

On written request of an employee, the City Administrator may within the limits of state law, grant permission to proceed with a transaction or contract to such extent and upon such terms and conditions as may be specified. Such waiver and permission may be granted when the interest of the City so requires, or when the ethical conflict is insubstantial or remote.

X. DEFINITIONS

Appropriation: An appropriation is defined as the dedication of money to a specified account for a public purpose at the time of approving the annual budget, or in the course of increasing a specified account over the budgeted amount after the annual budget is approved which results in a net increase in the total annual budget over the original budget authorization. A proposed non-budgeted appropriation of money for any purpose not specifically identified and contemplated in the annual budget must be approved by an affirmative vote of ¾ of the entire membership of the Common Council. All appropriations of funds from contingency or undesignated budgetary accounts shall be treated as transfers of funds.

Blanket Purchase Orders: A blanket purchase order is defined as one which is issued annually to a vendor for purchases made by authorized personnel during the current budget year without the need for individual purchase orders. Department Heads shall provide vendors with a list of authorized personnel at the beginning of each year when the blanket purchase order is issued. Blanket purchase orders shall be used in limited circumstances.

Capital Equipment: Property normally procured with capital funds as identified in the adopted budget. Procurement by other means, to include receipt as a gift, does not change the fact that such items are always accountable and retain their unique identification throughout their useful life. Capital equipment does not include real property even though it may have been obtained in the same manner and possess many or all of the same characteristics.

City: This term means the City of Sturgeon Bay and includes the Common Council and any department, commission, Council board or committee unless specifically exempted by the Common Council or higher authority. Specifically excluded for purposes of this policy is the Sturgeon Bay Utilities.

Claim Against the City: Any bill or other document submitted for payment to the City Clerk-Treasurer or other designated City official or employee for goods or services provided in good faith in response to a valid purchase order, contract or agreement issued by an authorized City employee or official.

Claim Certification: Formal certification occurs when the Finance/Purchasing & Building Committee accepts a claim against the City as valid and recommends to the Common Council that payment be authorized. Finance/Purchasing & Building Committee certifications will normally be based upon a similar, but informal, certification by a designated individual that the goods or service has been received, is in good condition or order and to the best of his/her knowledge, the bill should be paid. Designated board/committee chairmen, Department Heads, directors, the City Administrator and/or a contractor hired for this purpose, will make this informal certification.

Common Council Approval: Common Council approval must be granted before a claim against the City may be paid by the City Clerk. Other than claims subject to Section 893.80 Wis. Stats., payments may be made from the City treasury prior to review of elected officials or committees for the following types of bills after the clerk audits and approves each claim as a proper charge against the treasury and endorses his/her approval on the claim: credit cards, insurance, unemployment, internet service, bond payments, bank loans, contracts, leases, agreements, security deposits, emergency purchases, utilities, cafeteria plan, transfers to other governmental units, passthrough grants, and bills where a discount may be obtained (see Section 3.03(3) of the Municipal Code). Regular wages or salaries are also paid upon certification by the proper City official, Department Head, director, board or commission and filed with the City Clerk in time for the regular weekly payday (See Section 3.03(4) of the Municipal Code).

Consumables: Those goods or supplies that by their nature are depleted or used up when applied in the prescribed manner e.g. cleaning supplies, paper products, oil, gasoline and repair parts.

Contract: Any type of agreement, regardless of what it may be called, for the purchase or disposal of supplies, services or construction. It includes contracts of a fixed-price, cost, cost-plus-fixed-fee, or incentive type, contracts providing for the issuance of job or task orders, leases, letter contracts, and purchase orders. It also includes supplemental agreements or change orders with respect to any of the foregoing.

X. **DEFINITIONS** (continued)

Contractor: Any person or business having entered into a contract or agreement with the City to provide goods or services.

Debarment: The disqualification of a person or business to receive invitations for bid or requests for proposal or the award of a contract by the City for a specified period of time commensurate with the seriousness of the offense or the failure or inadequacy of performance.

Discounted Bill: A term applied to a claim against the City where the vendor has offered to discount a specified amount or percentage provided payment is received within a certain period of time or by a certain date. In such cases, procedures outlined under Common Council approval definition will be followed; however, if the discount is not contingent upon a time period shorter than provided by normal processing steps, normal procedures will be followed.

Disposal: Action taken to remove an unneeded or unusable item (surplus supply) from accountable records. Basic guidelines are that any intrinsic value remaining in the term will be capitalized and either represent a cost savings on a purchase or returned to the General Fund of the City. It includes sale, exchange, barter or salvage.

Employee: Any individual drawing a stipend, salary or wage from the City.

Encumbrance: A status initiated by an action whereby supplies, goods or services are ordered. The status continues until payment is authorized and actual disbursement made. It includes a method by which the exact or estimated amount of the purchase is posted so that a current running balance is available to show the amount of money remaining unobligated in each account. Though subject to minor variations between estimated and actual costs, the variance should be no more than plus or minus 5%.

Expendables: Items that retain their identity throughout their useful life. These items may or may not be accountable, however, general practice is to account for all such items when they have been furnished to departments, sections or individuals. Examples of expendable, but accountable items would be hand tools, first aid kits, fire extinguishers, etc.

Finance Interest:

- Ownership of any interest or involvement in any relationship from which, or as a result of which, a person within the past one year has received, is presently receiving, or in the future may receive, any financial benefit.
- 2. Ownership of any interest in any business (minor holdings of corporate stocks excepted).
- Holding a position in a business such as an officer, director, trustee, partner, employee or any position of management.

Gratuity: Any payment, loan, subscription, advance, deposit of money, service, or anything of any monetary value, present or promised, unless consideration of substantially equal or greater value is received.

Immediate Family: A spouse, natural, adopted or step-children, parents, parents-in-law, brothers, sisters, and grandparents.

Invitation For Bid (IFB): IFB includes all documents associated with the specifications such as those incorporated by reference, used to solicit the bids for projects where a specification package has been prepared and bids are being solicited by formal advertisement.

X. **DEFINITIONS** (continued)

Obligation: (See also claims against the City) An obligation occurs as a result of an act or failure to act that results in a valid claim being place against the City. Although still requiring certification and approval for normal payment, if the goods or services where received and were tendered or provided in good faith by the vendor, payment will in all probability have to be made.

Ordering Officer: A person so designated and authorized by the City Administrator to place orders in the name of the City. Authorization will normally be granted with limitations to obtain goods or services for use within certain specified monetary limits for a single department or directorate. Directors/Department Heads so designated may further delegate this authority wholly or in part, but continue to have supervisory responsibility for the proper performance of the employee(s) so designated.

Procurement: An act taken to obtain either goods or services for use and benefit of any department or directorate within the City. The buying, purchasing, renting, leasing or otherwise obtaining any supplies, services or construction. It also includes all functions that pertain to the obtaining of any supply, service or construction, including preparation of a description of requirements, selection and solicitation of sources, preparation and award of contracts and all phases of contract administration.

Property Disposal: The means by which anything of value or anything for which accountability exists, including salvageable items, belonging to the City are removed from inventory records and the City receives direct or equivalent remuneration for any remaining value. The manner by which such property may be disposed of, including but is not limited to, sealed bids, auction, trade, direct sale or transfer.

Purchase: That action by which goods are obtained for use by the City. Purchases are normally procurements that are relatively minor in nature whereas procurement normally applies to capital equipment, large items or consolidated bulk buys.

Purchasing Agent: That individual authorized by the Common Council to make all purchases and procurements in the name of the City. Section 1.075 of the Municipal Code vests this authority and responsibility in the City Administrator.

Responsible Bidder: A person or business expected to satisfactorily deliver the goods and/or services that have been or will have been ordered, within the required time-frame, in the required quality and quantity at the bid price. The opposite of a responsible bidder would be an incompetent bidder as defined in Wisconsin Statutes 62.15(6).

Responsive Bidder: A person or business submitting a bid which conforms in all material respects to the invitation for bids.

Request For Proposal (RFP): Those projects where a specification package does not exist or a determination has been made that such is not required or such is being sought along with a bid to provide the goods or services desired. It includes all documents, such as those attached or incorporated by reference.

Salvage: Items determined to have no, or very limited useful life or value remaining. Value may exist only as a result of the basic material from which the item is made, however, if the cost required to capitalize this value exceeds the amount expected to be capitalized, the item should be considered scrap and after proper certification, removed from the inventory and from accountability and then appropriately disposed of.

Services: The furnishing of labor, time or efforts by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term includes "professional services" but does not include employment agreements or collective bargaining agreements.

X. **DEFINITIONS** (continued)

Specification Package/Specifications: Documentation containing a description of the physical or functional characteristics, or of the nature of a supply, service or construction. It is the plans and/or details of fabrication, construction, material, etc., and if applicable, a description of the work to be done. It must contain sufficient information to convey an intelligent idea of the work of items required and may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery. (See also Wisconsin Statutes 62.15(2).

Supplies: All property, including but not limited to equipment, parts, materials, printed matter and leased property, excluding land or a permanent interest in land or real estate.

Surplus Supplies: Any supplies no longer having any use to the City. This includes obsolete or unneeded supplies, scrap material and nonexpendable supplies that have completed their useful life cycle.

Suspension: The disqualification of a person or business to receive invitations for bids or requests for proposals or the award of a contract by the City for a temporary period pending the completion of an investigation, or during any legal proceeding that may ensue because a person is suspected upon probable cause of engaging in criminal, fraudulent or seriously improper conduct or failure or inadequacy of performance which may lead to debarment.

Transfer of Funds: A "transfer of funds" is defined as a reallocation of funding within the annual budget within specific budgetary categories which does not result in a net increase in the total annual budget over the original budget authorization. Any transfer of funds must be approved by the city administrator. A transfer of funds up to \$4,000.00\$10,000 may be authorized by the city administrator. Any transfer of funds greater than \$5,000.00\$10,000 up to \$10,000.00\$15,000 may be authorized by a simple majority of the common council at any time. Any transfer of funds greater than \$10,000.00\$15,000 must be authorized by an affirmative vote of three-fourths of the entire membership of the common council.

XI. APPENDIX

A. Recommendation re: Service Contract Renewals

Passed by the Common Council on 03/19/13

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the amendment to the City of Sturgeon Bay Purchasing Policy to renew service contracts without being put out for competitive bid, and include a contract limitation not to exceed \$75,000 per year.

FINANCE/PURCHASING-&-BUILDING-COMMITTEE By: Joseph-Stutting, Chr.

Introduced by Stutting, Stutting/Fett to adopt. It was noted that the current threshold is \$25,000 for public works. Roll-call: All voted aye. Carried.

С

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to accept the proposal from Titletown Drones in the amount of \$17,971.00 for the drone replacement and allow up to an additional \$1,000.00 for a monitor and operational accessories.

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: January 2, 2024

| | ***** |
|------------------------------|--------------------------------------|
| Introduced by | · |
| Moved by Alderperson | seconded by |
| Alderperson | that said recommendation be adopted. |
| Passed by the Council on the | _ day of, 2024. |

Executive Summary

TITLE:

Sturgeon Bay Fire Department Drone Replacement.

BACKGROUND:

Sturgeon Bay Fire Department has operated a drone program in the city beginning in January 2019. The drone program was implemented to assist firefighters and police officers in areas that drones could assess without placing a first responder in harm's way providing a safer work environment.

The fire department's 2024 capital budget has \$18,750 for the upgrade/replacement of our current drone and we have been able to secure 2 grants totaling \$6,250. The current drone is still operable and will still have some limited continued use. Over the years of the drone program, we have found functions that our current drone cannot perform or operate in, and upgrades that would help in completing the drone mission. Titletown Drone in Suamico, WI has been the sole provider and only local seller of the type of drones operated by the Fire and Police Departments and Titletown Drones has also provided all FAA part 107 training. They have been able to assist in emergencies and have offered assistance with their drones when or if needed.

BIDS:

Titletown Drone

\$17,971.00

FISCAL IMPACT:

\$18,750 was included in the Fire Department 2024 Capital Budget for the replacement. Titletown Drones of Suamico, WI provided a quote of \$17,971.00. An additional \$1,000 for a monitor and operational accessories is needed. Overall the fiscal impact will only be \$12,721.00. Two grants totaling \$6,250 have been secured to offset the cost.

RECOMMENDATION:

Accept the proposal from Titletown Drones for \$17,971.00 for the drone replacement and allow up to an additional \$1,000 for a monitor and operational accessories.

PREPARED BY:

Tim Dietman Fire Chief

REVIEWED BY:

Valerie Clarizio

Finance Director/City Treasurer

REVIEWED BY

ity Administrator

| ORINDANCE | NO. | |
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THE COMMON COUNCIL OF THE CITY OF STURGEON BAY, WISCONSIN DO ORDAIN AS FOLLOWS:

SECTION 1:

Section 1.21 Weights and Measures Regulations of the Municipal Code of the City of Sturgeon Bay, Wisconsin is hereby repealed and created as follows:

- (1) Application of state codes. Except as otherwise specifically provided in this section, the statutory provisions provided in this section, the statutory provisions of ch. 98, Weights and Measures, Wis. Stats. and Wis. Admin. Code, ATCP 92, Weighing and Measuring Devices, are hereby adopted and by reference made a part of this section as if fully set forth herein. Any act required to be performed or prohibited by any statute or code incorporated herein by reference is required or prohibited by this section. Any future amendments, revisions or modifications of the statutes incorporated herein or Wisconsin Administrative Code provisions incorporated herein are intended to be made a part of this section. This section is adopted pursuant to the provisions of ch. 98, Wis. Stats., including all amendments thereto.
- (2) Appointment of inspectors. In order to assure compliance with this section, the city hereby grants the authority and duties of sealers and inspectors required by this section to the State of Wisconsin Department of Agriculture, Trade and Consumer Protection.
- (3) Definitions.
 - (a) Commercial weighing or measuring devices. Devices used or employed in establishing the size, quantity, extent, area or measurement of quantities, things, produce or articles for sale, hire or award, or in computing any basic charge of payment for services rendered on the basis of weight of measure.
 - (b) Weights and measures program. The program that includes administration and enforcement of this section, ch. 98, Wis. Stats., and applicable Wisconsin Administrative Code provisions, and any related actions.
- (4) Fees assessment.
- (a) Annual report. The owner/possessor of weighing and measuring devices* shall no later than March 1 of each year file an annual weights and measures assessment report with the city treasurer, listing the number and type of devices either owned or leased as of January 1 of each year.
- (b) Annual assessment. The City of Sturgeon Bay shall annually assess fees to each person/business based on their number of weighing and measuring devices, either owned or leased, as of January 1 of each year. The

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total of the fees assessed and the fees collected shall not exceed the actual costs of the weights and measures program.

- (c) Treasurer to prepare assessment schedule. The city treasurer shall at least annually prepare a schedule of assessments and the city shall mail to each business an invoice of the amount of the fee assessment each business shall pay the fee assessed within 20 days after the date the invoice is mailed.
- (d) Failure to pay assessment. If the assessed fee is not paid within 30 days of the date of the mailing of the invoice, an additional administrative collection charge of ten percent of the total fee shall be added to the amount due, plus interest shall accrue thereon at the rate of 1.5 percent per month or fraction thereof until paid. To the extent permitted by law, if the business owner is the owner of the real estate premises where the weights and measures devices are located, any delinquent assessment shall be extended upon the current or the next tax roll as a special charge against the real estate premises for current services.
- (e) Mailing of notices. Schedules, notices and invoices shall be considered mailed to a business when mailed by first class mail, postage prepaid, to the business address.
- (f) Change of ownership. The owner/pessessor of weighing and measuring devices as of January 1 of each year shall be assessed for fees under this section, regardless of any change in ownership or possession of such devices during the year.
- (5) Penalty. In addition to any other remedy, any person who fails to comply with the provisions of this ordinance shall, upon conviction thereof, forfeit not less than \$250.00 no more than \$500.00. Each day a violation exists or continues shall constitute a separate offense.

SECTION 2:

City Clerk

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

Approved:

David J. Ward
Mayor

Attest:

Stephanie L. Reinhardt

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An ordinance to adopt Chapter SPS 327 of the state building code

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

SECTION 1: Section 15.02(1) of the municipal code (building code) is hereby amended to read:

15.02 State building codes adopted.

(1) The following chapters of the Wisconsin Administrative Code are adopted and incorporated in this chapter by reference, including all amendments thereto:

| Ch. SPS 302.31 | Plan Review Fee Schedule |
|------------------|-------------------------------------|
| Ch. SPS 305 | Credentials |
| Ch. SPS 316 | Electrical Code |
| Chs. SPS 320—325 | Uniform Dwelling Code |
| Ch. SPS 327 | Camping Units |
| Chs. SPS 361—366 | Commercial Building Code |
| Ch. SPS 375—379 | Buildings Constructed Prior to 1914 |
| Chs. SPS 381—387 | Uniform Plumbing Code |

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

| Approved: | |
|-----------------------------------|--|
| David J. Ward, Ph. D. Mayor | |
| Attest: | |
| Stephanie Reinhardt City Clerk | |

ORDINANCE NO. _____

An ordinance to modify the requirements for compulsory connection to sewer and water mains

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

SECTION 1: Section 12.03 of the municipal code (health and sanitation) is hereby repealed and recreated as follows:

12.03 Compulsory connection to sewer and water mains.

- (1) The owner or the agent of the owner of any building that generates sanitary sewage as defined in section 13.04 and is located adjacent to a sanitary sewer or water main shall connect the building to the sanitary sewer and water mains after notice as provided herein, unless connection is waived by the common council after review and recommendation from the utility commission.
- (2) When a sanitary sewer or water main is adjacent to any building that generates sanitary sewage, the utilities shall issue a notice of availability in writing to the owner or owner's agent to connect the building thereto and to install such facilities to municipal sewer and water mains. The notice shall be given either personally to the owner or agent or by certified mail addressed to the last known address of the owner or agent and shall prescribe the time by which connection shall be made. The manner of connection shall be prescribed by the utilities.
- (3) The provisions and regulations of section 15.01 and chapter 16 of this Municipal Code shall apply herein.
- (4) If the owner or agent fails to comply within the time prescribed in the availability notice, the utilities may cause connection to be made and the expense thereof as determined by the utilities shall be assessed as a special assessment tax against the property.
- (5) If the utilities undertake the connection pursuant to subsection (4) above, the owner, or agent, may, within 30 days after the completion of the work, file a written option with the city clerk stating that the owner cannot pay the cost of connection in one sum and electing that such sum be levied in accordance with the current policy in effect for installment payments for sewer and water main installation. The city clerk shall immediately notify the utilities of any written options filed.
- (6) Where sanitary sewer or water or both is not available, all facilities for the supply of water or the furnishing of sewage disposal shall be inspected and approved by the Door County Sanitarian and/or building inspector prior to use.

(7) Whenever property is annexed that contains a building or buildings that generate sanitary sewage and is adjacent to an existing sanitary sewer or water main, the provisions of sub (1) shall apply. In addition, such property shall be, by council action, charged a connection fee. Whenever a petition is received to annex property, the finance/purchasing and building committee shall recommend to the city council the total amount of the connection fee for each parcel, the number of installments allowed, the interest rate for installment payments and the disposition of the funds received. This information shall be made a part of the annexation study prepared incident to the annexation; upon annexation the above charges shall be levied.

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

| Approved: | |
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| | and the same of th |
| David Ward | |
| Mayor | |
| Attest: | |
| | |
| Stephanie Reinhardt | |
| City Clerk | |

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

SECTION 1: Section 9.05 of the Municipal Code (Licenses and Permits) of the City of Sturgeon Bay is hereby repealed and recreated as follows:

9.05 Tourist rooming house license.

- (1) License required. No property owner shall use their property for the purposes of short term renting within the city without obtaining a tourist rooming house license.
- (2) Definition. Tourist rooming house is a dwelling unit in which sleeping accommodations are offered for pay to tourists or transients for periods of less than one calendar month or 30 days, whichever is less, counting the first day of the rental and not counting the last day of rental. These facilities are sometimes referred to as vacation rentals. It does not include a lodging house as defined in section 20.03, boardinghouse not accommodating tourists or transients, or bed and breakfast establishments.
- (3) Tourist rooming houses are subject to the following:
 - (a) The facility shall be licensed by the Wisconsin Department of Agriculture Trade and Consumer Protection, the City of Sturgeon Bay, and the Door County Tourism Zone Commission.
 - 1. New tourist rooming house licenses issued by the City of Sturgeon Bay are valid for one year and expire on June 30. If a new tourist rooming house license is issued after April 1, the license from the city shall expire on June 30 of the following year.
 - 2. Renewal tourist rooming house licenses are valid for one year and expire on June 30. Renewal licenses may be applied for no sooner than six months prior to expiration, but are not valid until July 1.
 - 3. The community development department will oversee the issuing or renewal of tourist rooming house licenses. In the event city staff denies a permit, the applicant may appeal the denial decision to the city plan commission.
 - (b) The owner/operator must reside within a 90-minute driving time of the tourist rooming house, as determined by an internet-based mapping program during periods in which the tourist rooming house is rented unless there is a valid management contract with a management company located within the 90-minute driving time referenced above.
 - (c) Designated tourist rooming houses may have an unlit sign no larger than two square feet in size.
 - (d) The property owner shall have and maintain homeowner's liability or business liability insurance for the premises used as a tourist rooming house. Written evidence of the liability insurance shall be submitted with the tourist rooming house application.
 - (e) The number of occupants in a tourist rooming house shall not exceed the limits set forth in Wisconsin Administrative Code ATCP 72.14.

- (f) Except for any tourist rooming house licensed for an existing dwelling with no or just one off-street parking space, a minimum of two off-street parking spaces shall be provided.
- (g) No recreational vehicles, campers, tents, or other temporary lodging arrangements shall be permitted on site as a means of providing additional accommodations.
- (h) Trash containers shall be placed for collection no later than 7:00 a.m. on the day of collection and no more than 12 hours prior to collection date and shall be removed within 12 hours of that date.

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

| Approv | ved: |
|---------|------------------------------------|
| • • | David J. Ward, Mayor |
| Attest: | |
| | Stephanie L. Reinhardt, City Clerk |

EXECUTIVE SUMMARY

Title: Assignment of Rights to Development Agreement – Will Estes, LLC

Background: The Sturgeon bay Waterfront Redevelopment Authority and the Common Council previously approved assigning the rights to the various waterfront development contracts, including associated land, from the Authority to the City of Sturgeon Bay for all projects except the waterfront restaurant. The WRA was still considering a lease or sale of the adjoining parking area and decided to hold off the assignment until that issue was resolved. It was recently discovered that an easement for the parking area was signed in 2002 by the City and the representative of the restaurant at that time. While there are some questions regarding the impact of that 2002 easement, the WRA decided it was no longer an issue for the WRA. Therefore, the WRA has recommended assigning its rights and responsibilities of the development contract with Will Estes, LLC, including its ownership of the associated land, to the City of Sturgeon Bay.

If the Council accepts the assignment of rights and the transfer of title of the land, the WRA will then have acted upon all of its outstanding issues. It could then be dissolved by the Common Council.

Fiscal Impact: Essentially None. Although the City rather than the WRA would have title to the Bayview Park/parking area as well as take on the financial responsibilities of the contract, there would not be much difference since the WRA is an entity of the City.

Recommendation: Approve the assignment of the interests of the Waterfront Redevelopment Authority in the Will Estes, LLC development contract to the City of Sturgeon Bay and accept transfer of any related property interests to the City of Sturgeon Bay.

| Prepared by: Martin Olejniczak, Community Development Director | 1-4-2004 Date |
|--|------------------|
| Reviewed by: Josh Van Lieshout, City Administrator | 1/4/24 Date |

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL

We, the Waterfront Redevelopment Authority, hereby recommend to reassign the interests of the Waterfront Redevelopment Authority in the development contract for the waterfront restaurant located at 10 W. Larch Street to the City of Sturgeon Bay and to quit claim any WRA-owned property related to that development contract to the City of Sturgeon Bay.

Respectfully submitted:

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

ASSIGNMENT OF DEVELOPMENT CONTRACT FOR RESTAURANT FOR STURGEON BAY WATERFRONT REDEVELOPMENT

This AGREEMENT to assign a development contract is made by and between the Waterfront Redevelopment Authority of the City of Sturgeon Bay, Sturgeon Bay, Wisconsin, hereinafter referred to as "WRA", and the City of Sturgeon Bay, Wisconsin, a Wisconsin municipal corporation, hereinafter "City."

RECITALS

The WRA, City and David Gordan Hatch entered into a Development Contract for a Restaurant for Sturgeon Bay Waterfront Redevelopment on October 6, 1995.

There have been several subsequent amendments to the Development Contract entered into among the parties, including an Assignment of Contract dated November 6, 2014 to Will Estes, LLC (hereinafter "Estes") (the Development Contract, its amendments and the assignment to Estes are referred to collectively as, "DC").

The City is the party to the DC and all subsequent amendments.

The City was also called upon to and has performed various tasks and responsibilities provided for in the DC.

The City and WRA are in the process of dissolving the WRA requiring the City to assume all duties, responsibilities and benefits in all WRA agreements and obligations, including the DC.

The DC does not require the approval of Estes for the assignment of the DC by the WRA.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto as hereinafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged by the parties hereto, the parties agree as follows:

- 1. <u>Assignment and Assumption of Contractual Terms.</u> The WRA hereby assigns all duties, current and future obligations and benefits of the DC to the City. The City accepts and assumes all such benefits and obligations of the WRA as provided in the DC.
- 2. <u>Acknowledgement.</u> The City is hereafter bound by and subject to all the terms and conditions of the DC and all amendments thereto and the WRA is relieved of all further obligations and shall receive no further benefits from the DC or amendments thereto.

| WHEREFORE, the parties hereto have executed this Assignment of Development Contract for Restaurant for Sturgeon Bay Waterfront Redevelopment, this day of, 2024 | | |
|---|-----------------------------------|--|
| WATERFRONT DEVELOPMENT AUTH | ORITY | |
| By: Danny Williams, its President | Martin Olejniczak, its Secretary | |
| CITY OF STURGEON BAY | | |
| By: David J. Ward, its Mayor | Stephanie L. Reinhardt, its Clerk | |

EXECUTIVE SUMMARY

Title: Dissolution of the Waterfront Redevelopment Authority

Background: The Sturgeon bay Waterfront Redevelopment Authority was created in 1990 to oversee the transformation of the waterfront areas in the City of Sturgeon Bay. The Authority has more or less completed its work and the Common Council previously announced its intention to no longer refer any matters to the Authority. Therefore, once the Authority has finished its final tasks of transferring ownership of land and remaining interests in development contracts to the City, it can be dissolved.

The Authority voted to transfer its interests in land and development contract relating to Sonny's Restaurant at its December meeting, which was the last remaining issue for the Authority. Assuming the Common Council approves taking on the WRA's ownership and interests, there is nothing preventing the WRA from being dissolved.

According to the City Attorney the Authority can vote to dissolve itself by a simple motion, which it passed at its December meeting. The Common Council would then need to follow certain procedures to officially dissolve the Authority.

Fiscal Impact: None.

Recommendation: Approve the recommendation to dissolve the Waterfront Redevelopment Authority. That would then be followed by adoption of a resolution to formally dissolve the Authority, which can occur at the same or subsequent meeting.

Prepared by: Marth Sland

1/3/24 Date

Reviewed by:

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL

We, the Waterfront Redevelopment Authority, hereby recommend dissolution of the Sturgeon Bay Waterfront Redevelopment Authority.

Respectfully submitted:

| | edevelopment Authority /illiams, Chairperson | | |
|--------------|---|---------------------|---------------------------|
| RESOLVED, | that the foregoing recor | mmendation be adopt | ed. |
| DATE: | December 13, 2023 | | |
| | | | |
| | | ***** | |
| Introduced b | у | ; | |
| Moved by | | | , seconded by Alderpersor |
| | | that said recomm | nendation be adopted. |
| Passed by th | e Council on the | day of | , 2023. |

EXECUTIVE SUMMARY

Title: Revised Memorandum of Understanding - Howard Immel Inc - Industrial Flex Building

Background: In February, 2023 the City and Howard Immel Inc. entered into a memorandum of understanding regarding the potential development of a multi-tenant industrial building. The MOU provided assurances that enable both parties to move forward with their commitments toward the project. The MOU expired on December 31. Immel submitted a request to extend the MOU in late December.

Over the last year both the City and Immel have taken steps to implement the project. This includes jointly hiring Cedar Corp for assistance with surveying, site development, and other civil engineering aspects for both the flex building and the overall City-owned property. In addition, the City created tax increment district #9, which can be used as funding source for improvements and/or incentives related to the project.

Immel has refined its building design and hired NAI Pfefferle to market the project. Based upon the feedback, the size of the overall building has shrunk from 50,000 square feet to 34,000 square feet and the size of individual units has also decreased. In addition, Immel been trying to find an entity that would own the building. Additional information on the efforts of Immel to advance the project are included with their request to extend the MOU.

Considerable progress has been made, but tenants for the building have not yet been secured. Hence, we are not ready to proceed to a development agreement for its construction, but need more time to complete the marketing. Extending the MOU is not unreasonable and is unlikely to jeopardize the City's marketing of the industrial park beyond this flex building project.

City staff revised the original MOU. It includes extending the timeframe to July 31, 2024. In addition, the size of the building is lowered to reflect the latest design and the size of the parcel is reduced from 10 acres to 6.5 acres to reflect the revised site plan. Like the original MOU, the revised MOU doesn't bind the City to any level of financial incentives or commit to a specific development agreement. It does, however, show intent that incentives will be required and the City is willing to consider that.

Fiscal Impact: There is no fiscal impact to enter into the MOU. Immel will continue working toward finding tenants and developer for the building. Eventually, if both sides still agree the project has merit, a formal development agreement would be executed.

Recommendation: Approve the revised memorandum of understanding between Howard Immel Inc and the City of Sturgeon Bay.

Prepared by:

Martin Oleiniczak

Community Development Director

Reviewed by:

Josh Van Lieshout

City Administrator

1/3/2024 Date

MEMORANDUM OF UNDERSTANDING BETWEEN

HOWARD IMMEL INC. AND CITY OF STURGEON BAY

This Memorandum of Understanding (MOU) is made and entered into by and between Howard Immel Inc., a general contractor, hereinafter referred to as "Immel", and the City of Sturgeon Bay, a municipality in the state of Wisconsin, hereinafter referred to as "the City".

1. Purpose and Mutual Interest

The City is interested in facilitating the construction of a flex industrial building in which existing businesses can expand, and new businesses to the area can locate to the City. The market for flex industrial space in Door County is very limited. The city owns the parcel identified in Appendix A in the Sturgeon Bay Industrial Park. The City would like to pursue opportunities to enter into a future development agreement with Immel to construct a facility that meets market demands to house businesses in the Sturgeon Bay Industrial Park.

Immel is interested in constructing a facility to meet the City's needs for a flex industrial building on the parcel identified in Appendix A in the Sturgeon Bay Industrial Park. Immel has successfully constructed similar buildings in the Sturgeon Bay Industrial Park to meet the City's needs for business development. Immel has shown interest in the identified parcel by working on a preliminary basis regarding concepts for a potential facility, as well as identifying potential tenants for the proposed building.

2. Obligations

Immel shall:

- A. Pursue plans to construct a flex industrial facility of at least 40,000 30,000 square feet, to meet the City's needs for flex space on the parcel identified in Appendix A in the Sturgeon Bay Industrial Park, including the following commitments:
 - a. Revise as needed the previously Ddeveloped building plans for the facility on the identified parcel to be reviewed by City staff.
 - <u>b.</u> Work with the Door County Economic Development Corporation (DCEDC) and City staff to identify potential anchor tenant(s) for the facility within the timeframe of this agreement.

b.c. Work to secure an owner/developer of the facility.

- B. Provide the City with an estimate of the assessed value of the specified facility.
- **C.** Communicate regularly with the City and DCEDC with regard to progress in pursuing anchor tenant(s), specifying type and potential use of facility.

The City shall:

- A. Refrain from entering into any agreements with other parties conflicting with plans for Immel to construct the specified facility on the parcel identified in Appendix A during the timeframe of this agreement.
- B. Perform a land survey and create a separate parcel of appropriately <u>10_6.5</u> acres within the parcel identified in Appendix A via certified survey map (CSM).
- C. Pursue a development agreement with Immel for the construction of the specified facility, including city-based financial incentives based on estimated assessed value and community benefit of specified facility.
- D. Communicate regularly with Immel with regard to progress in pursuing anchor tenant(s), specifying type of tenant and potential use of facility.

3. Terms of Agreement

- A. This agreement shall be in effect beginning the 8th 10th day of February, 2023 January, 2024 and will terminate the 31st day of December, 2023 July, 2024. It may be renewed by mutual written agreement.
- B. Any endeavor involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures.
- C. This instrument in no way restricts the cooperators from participating in similar activities with other public or private agencies, organizations, and individuals on parcels other than that described in Appendix A.
- D. This instrument is executed as of the last date shown below and will be subject to periodic review, renewal, or expiration. During any negotiation or review and/or renewal effort, this agreement will continue to be in effect unless terminated by either party under paragraph D.
- E. Immel and the City agree to hold each other harmless and indemnify each other from and against all loss, claim, liability, demand, expense (including actual attorneys' fees) or tax or assessment of any nature or kind that may be asserted either party by any person, firm, corporation, governmental agency that may arise at any time in connection with this MOU.

| 4. Contacts | |
|---|---|
| The principal contacts for this instrument are: | |
| | Caual Kaula |
| Josh Van Lieshout | Carol Karls |
| City Administrator | Director of Preconstruction and Client Services |
| City of Sturgeon Bay, Wisconsin | Howard Immel Inc. |
| Date: | Date: |

APPENDIX A

Site location:





1820 Radisson St. Green Bay, WI 54302 O: 920.468.8208 F: 920.468.7160 www.immelconstruction.com

December 21, 2023

Marty Olejniczak City of Sturgeon Bay 421 Michigan St. Sturgeon Bay, WI 54235

RE: Memorandum of Understanding (MOU) to Construct a Flex Industrial Building

Dear Marty,

This letter is intended to express Immel Construction's interest in continuing to advance our joint effort to build a Flex Industrial Building in the Sturgeon Bay Industrial Park. Below is a summary of the activities that occurred in 2023 to advance the project.

The City and Immel jointly hired Cedar Corporation to perform civil evaluation work for understanding storm water options and ideal site plan layout for the expansion of the Industrial Park. This work influenced a revised site plan for the Flex Industrial Building which reorients the building to place the loading docks at the lowest end of the site topography which minimizes site costs associated with adding or removing soil on the property. Cedar Corp. also recommended options for handling storm water. This information has been valuable for providing both site layout guidance and more accurate cost information on site development.

Once the information from Cedar Corp. was available, Immel revised the site plan and re-estimated the project. Immel used this cost information to refine the budget estimate and update the financial proforma analysis for the project resulting in guidance on proposed lease rates. Several design iterations were considered and evaluated to reduce costs.

In addition to the Civil work influencing the revised site plan, marketing efforts also had an impact. Immel contracted with NAI Pfefferle to market the property with support from Door County Economic Development Corporation. These efforts to date have not produced an anchor tenant to occupy a substantial portion of the proposed building. Instead, response has indicated the greatest interest has been in smaller spaces. The recommendation from the marketing team was to reduce the initial size of the building and divide it into smaller spaces. Immel subsequently revised the building plan and reestimated the cost based on a smaller initial build and smaller tenant spaces.

Looking forward to 2024, the marketing team is exploring new ways to advance the project. Please find attached the current site plan, marketing sheet, and an online activity summary.

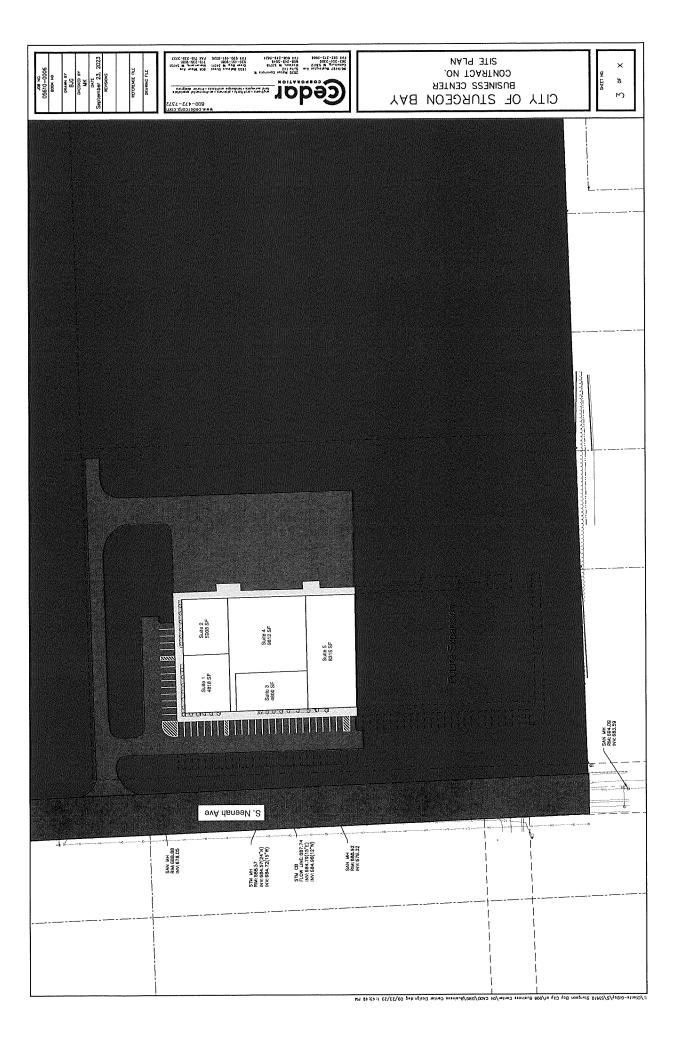
Sincerely,

Carol Karls

Director of Preconstruction and Client Services

Howard Immel, Inc.

Carol Karls



NA Pfefferle

FOR LEASE 4,818 - 34,000 SF Sturgeon Bay Business Center



South Neenah Avenue, Sturgeon Bay, WI.

Property Features

- New flex industrial building.
- 34,000 SF; expandable to 70,000 SF.
- Construction will commence upon tenant lease execution.
- Ideal for manufacturing, logistics and warehouse.
- Located in the Sturgeon Bay Business Park.
- 28' height clearance.
- Interior build-to-suit.
- Five expandable recessed loading docks.
- Six drive-in overhead doors.
- 2,000 amps, 277/480 volts, 3-phase power.
- LED fixtures and ESFR sprinklers

Details

Five suites available in new, flex industrial building located in Sturgeon Bay. Spaces are ideal for manufacturing, logistics and warehouse. Building is located in the Sturgeon Bay Business Park and part of the new Tax Increment Financing District.

LEASE RATE: \$9-\$10.50/SF NNN

| BUILDING SIZE | 70,000 SF (DIVISIBLE TO 4,818 SF) |
|-------------------|--------------------------------------|
| OFFICE SIZE(S) | BUILD-TO-SUIT |
| WAREHOUSE SIZE(S) | 4,818 - 34,000 SF |
| MUNICIPALITY | CITY OF STURGEON BAY |

For more information:

Eileen Pounds

404.824.5426 • eileenp@naipfefferle.com

Tom Fisk

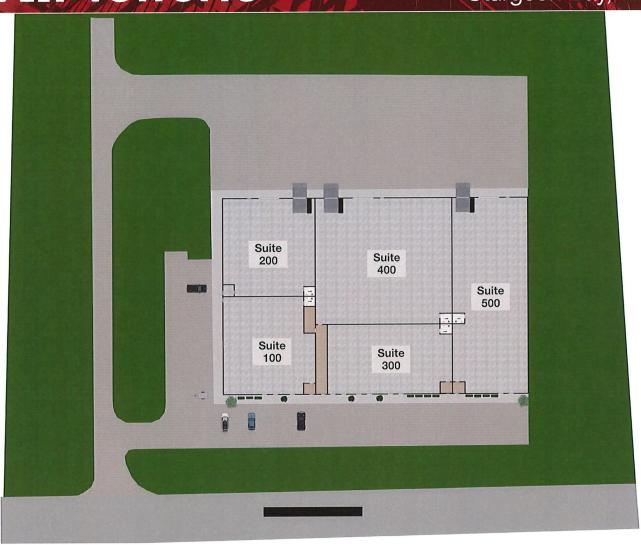
920.560.5090 • tomf@naipfefferle.com

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960 Hansen Road Green Bay, WI 920.884.5000

NAIPfefferle

For Lease South Neenah Avenue Sturgeon Bay, WI.



Lease Rates

| SUITE 100 | 4,818 SF (\$10.50/SF NNN) |
|-----------|---------------------------|
| SUITE 200 | 5,008 SF (\$10.50/SF NNN) |
| SUITE 300 | 4,800 SF (\$10.50/SF NNN) |
| SUITE 400 | 9,812 SF (\$9/SF NNN) |
| SUITE 500 | 8,315 SF (\$9/SF NNN) |



960 Hansen Road Green Bay, WI 920.884.5000 naipfefferle.com

NAIPfefferle

For Lease South Neenah Avenue Sturgeon Bay, WI.



Property Details

This expansive 50,000 square foot facility is situated in the thriving Sturgeon Bay, WI Industrial Park, located on the southwest side of the city. The facility enjoys an enviable location, adjacent to the four-lane divided highway, STH 42/57, ensuring easy access and convenience for staff and visitors alike.

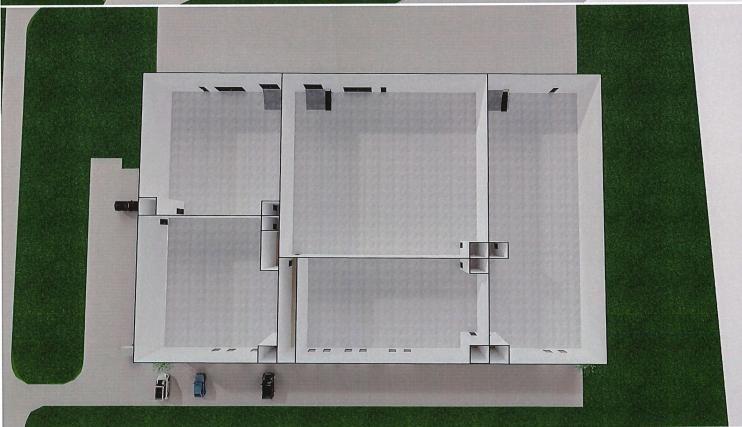
The Sturgeon Bay Industrial Park is a bustling hub of over 50 businesses, providing employment for over 1,500 skilled professionals. The facility is in good company, surrounded by a host of major industry players, including Hatco Corporation, Pro Products, NEW industries, Hi Tec Fabrication, Therma-Tron-X, Cadence, Wulf Brothers, C&S Manufacturing, Marine Travelift and WireTech.

This prime location is ideal for businesses looking to establish a presence in an area with a thriving economy and abundant opportunities for growth and expansion. With such an impressive lineup of neighboring businesses, the facility is well-positioned to benefit from the positive business environment and strong local network.



960 Hansen Road Green Bay, WI 920.884.5000 naipfefferle.com



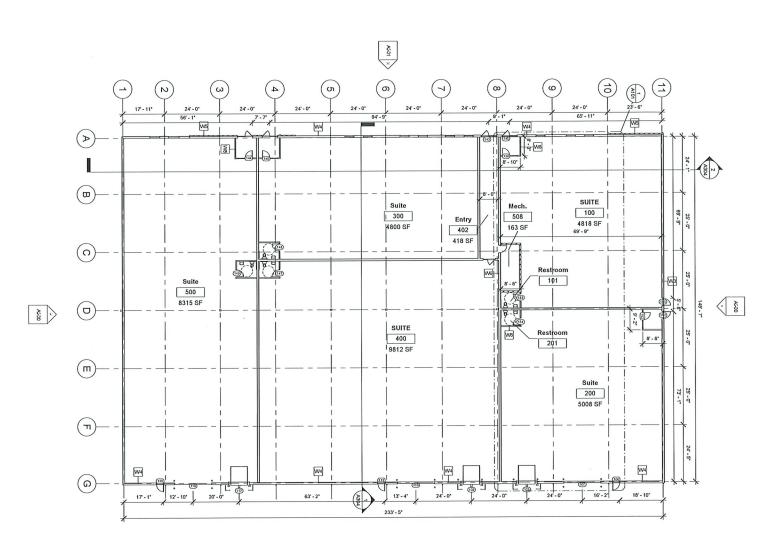




960 Hansen Road Green Bay, WI 920.884.5000

NAIPfefferle

For Lease South Neenah Avenue Sturgeon Bay, WI.







NAIPfefferle

For Lease South Neenah Avenue Sturgeon Bay, WI.



Demographics (1, 3 & 5 Mile Radius)

POPULATION



| 1 MILE: | 1,236 |
|----------|--------|
| 3 MILES: | 10,390 |
| 5 MILES: | 12,616 |

EMPLOYEES



| 1 MILE: | 2,172 |
|-----------|-------|
| 3 MILES: | 8,451 |
| 5 MII ES: | 8 998 |

AVERAGE INCOME



| 1 MILE: | \$82,611 |
|----------|----------|
| 3 MILES: | \$87,773 |
| 5 MILES: | \$90,337 |

BUSINESSES



| 1 MILE: | 102 |
|----------|-----|
| 3 MILES: | 621 |
| 5 MILES: | 689 |

AVERAGE HOUSEHOLDS



| 1 MILE: | 615 |
|----------|-------|
| 3 MILES: | 5,000 |
| 5 MILES: | 6,028 |

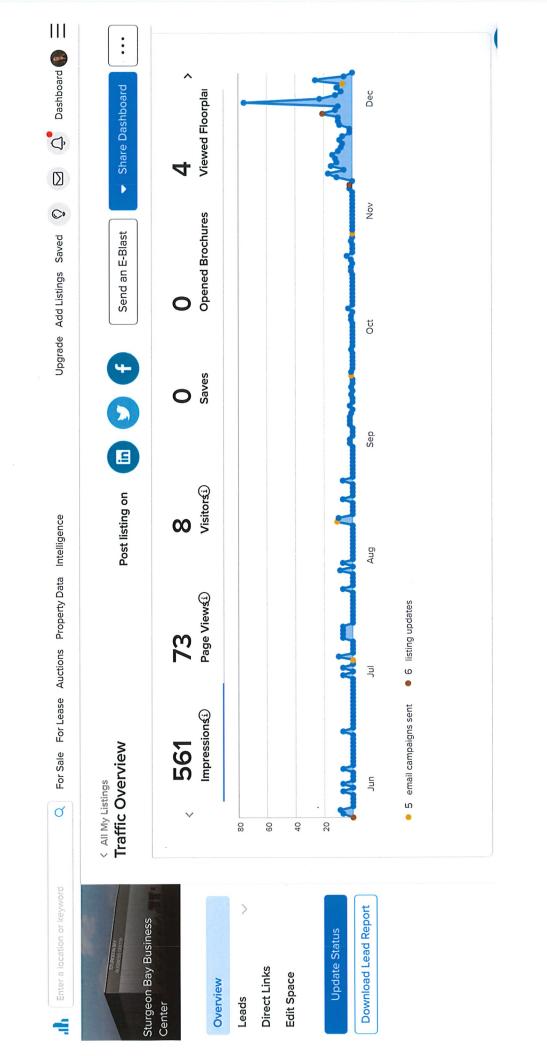
TRAFFIC COUNTS



| SOUTH DULUTH AVENUE | 3,774 |
|----------------------|-------|
| SOUTH NEENAH AVENUE | 1,300 |
| WISCONSIN HIGHWAY 42 | 7,534 |



960 Hansen Hoad Green Bay, Wl 920.884.5000 naipfefferle.com



< BACK



Sturgeon Bay, WI 54235 | Industrial For Lease | 4,800 SF - 32,753 SF | NEW FLEX INDUSTRIAL SPACE! | S Neenah Ave \$9.00 - \$10.50/SF/YR

Days on Market
197
Started advertising 5/23/2023

Listing
Completeness
85%
last updated on 12/6/2023

Exposure Level SilVer since 10/3/2023

times. Your listing is getting 12x more exposure than a typical basic In the last 30 days, 486 people have seen your property 1,207 Industrial listing.

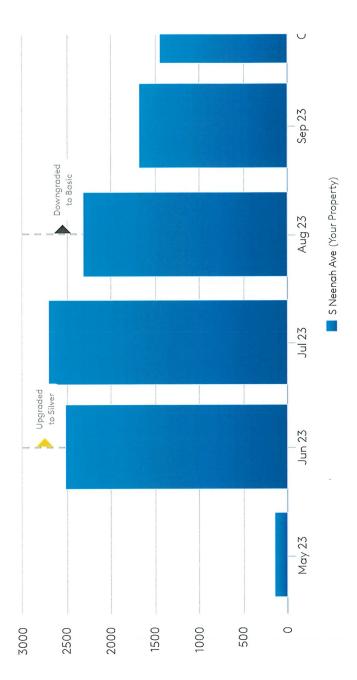
Listing Activity Report

Total Views

CoStar and LoopNet

Select a Competitor

1 Year



*Current month's data is in progress.

Activity Summary

Summary of everyone that has seen your property.

12,293 © Total Views

271 © Detail Page Views

4,402
Unique Prospects

2.8 Frequency

46s

🗞 Average Time on Page

2h 54m 33s © Total Time on Page

1 Year

| All Visitors | |
|-----------------|--|
| Top Visitors | |
| Visitor Details | |

Search Impression Views

| Door County Economic Development Corporation Sturgeon Menta Group Inc Just in Time Corporation Sturgeon AE Robinson Oil Company Dover Fo | Sturgeon Bay, WI North Aurora, IL Sturgeon Bay, WI Dover Foxcroft, ME | м | | | | | | riist view |
|---|---|---|---|---|---------|------------|------------|------------|
| | ш | | 4 | - | 17m 37s | 7/21/2023 | 5/24/2023 | > |
| | ш | 4 | 4 | ı | 55s | 6/9/2023 | 6/9/2023 | > |
| | oxcroft, ME | 2 | м | | 1m 56s | 9/19/2023 | 9/13/2023 | > |
| | | _ | 2 | - | 25s | 6/13/2023 | 6/4/2023 | > |
| Horwood Marcus & Berk CHTD Chicago, IL | o, IL | | 2 | _ | 28s | 8/20/2023 | 7/16/2023 | > |
| Door County Child Care Sturgeon | Sturgeon Bay, WI | 9 | Ε | 4 | 3m 7s | 10/2/2023 | 6/23/2023 | > |
| Blue Eyed Capital San Fran | San Francisco, CA | _ | 9 | - | 3m 14s | 7/25/2023 | 7/25/2023 | > |
| Colliers | lkee, WI | | 9 | - | 2m 59s | 5/24/2023 | 5/24/2023 | > |
| Peninsula Pulse | Say, WI | 2 | 4 | 2 | 1m 45s | 8/24/2023 | 6/23/2023 | > |
| Velcor Leasing Corporation Madison, WI | lw, 'n' | 2 | м | _ | 17s | 11/24/2023 | 11/23/2023 | > |

1 - 10 of 17

Show 10 Records

Traffic Sources

18% 21%

165 Direct, Referral, App

1 Year

*Due to data privacy we do not have visibility for all user locations.

| Date Changed | Action |
|--------------------|--|
| 11/27/2023 | Photo was added |
| 11/27/2023 | Property description was changed |
| 11/27/2023 | Attachment was added |
| 11/8/2023 | Rental rate for a space was changed |
| 11/8/2023 | ace was |
| 11/8/2023 | Property description was changed |
| | Attachment was added |
| 2023 | Listing Exposure Level changed to Silver |
| 9/28/2023 | Listing Exposure Level changed to Basic |
| 9/6/2023 | Listing Exposure Level changed to Silver |
| 1-10 of 26 \ \ 1 2 | ^ 2 |

Show 10 Records

