



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA  
TUESDAY, APRIL 16, 2024  
6:00 P.M.  
COUNCIL CHAMBERS, CITY HALL – 421 MICHIGAN ST  
DAVID J. WARD, MAYOR**

1. Call to order.
2. Pledge of Allegiance.
3. Roll call.

**PRESENTATION OF CERTIFICATE OF APPRECIATION TO:**

**DENNIS STATZ, DISTRICT 2**

**ORGANIZATIONAL MEETING  
DAVE WARD, MAYOR**

**NEWLY ELECTED COUNCIL MEMBER IS SEATED**

**ORGANIZATIONAL MEETING  
DAVID J. WARD, MAYOR**

4. Roll call.
5. Adoption of agenda.
6. Recognition of Door County YMCA Strivers Gymnastic Team.
7. Public Comment on agenda items only.
8. Consideration of the following bills: General Fund – \$608,190.31, Capital Fund - \$29,391.12, TID #4 - \$2,320.80, TID #5 - \$2,500.00 and Solid Waste Enterprise Fund - \$34.95 for a grand total of \$642,437.18. [roll call]
9. **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 4/2/24 regular Common Council minutes.

\*b. Place the following minutes on file:

- (1) Community Protection & Services Committee – 3/6/24
- (2) Finance/Purchasing & Building Committee – 3/12/24
- (3) Personnel Committee – 3/25/24
- (4) Joint Parks & Recreation Committee/Board – 3/27/24
- (5) Board of Canvassers – 4/8/24

**\*c. Place the following reports on file:**

- (1) Fire Department Report – March 2023**
- (2) Police Department Report – March 2024**

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

**\* e. Consideration of: Approval of Six Month Class B Beer license.**

**\* f. Consideration of: Approval of Temporary Class B Beer licenses.**

**\* g. Consideration of: Approval of Temporary Class B Beer and Class B Wine license.**

**\* h. Consideration of: Approval of Street Closure Application for Harmony By the Bay.**

**\* i. Consideration of: Approval of Street Closure Application for Open Door Pride.**

**\* j. Personnel Committee recommendation re: Wage Step Adjustments for 2024.**

**\* k. Community Protection & Services Committee recommendation re: Approve the removal of the streetlight at 430 S. 3<sup>rd</sup> Ave.**

**10. Mayoral Appointments.**

**11. Election of Council President. [Council Election]**

**12. Consideration of: Council Rules of Order.**

**13. Resolution Designating Public Depositories.**

**14. Resolution Designating Official Newspaper.**

**15. Resolution re: Increase of Sidewalk Café Permit Fee without alcohol.**

**16. Resolution Authorizing the Issuance and Sale of Up To \$2,587,543 Sewerage System Revenue Bonds, Series 2024, and Providing for Other Details and Covenants With Respect Thereto, and Approval of Related \$4,312,572 Financial Assistance Agreement.**

**17. Second reading of ordinance re: Rezone Parcel #281-66-12001511B and #281-66-12001508C located on the northeast corner of S. Columbia Avenue and Highway 42-57.**

**18. Second reading of ordinance re: Rezone Parcel #281-62-51000102C1 located at Cove Road.**

**19. Local Transportation Board recommendation re: Remove the Planned Sidewalks from the east side of S. Hudson Ave and S. Hudson Ct.**

**20. Preliminary Resolution and Engineering Report for Declaring Intent to Levy Special Assessment for Sidewalk Installations along S. 9<sup>th</sup> Ave, S. Hudson Ave, and S. Hudson Court and Set Public Hearing Date.**

**21. Park & Recreation Committee/Board recommendation re: Change Fishing Tournament Rules in City Parks.**

**22. Finance/Purchasing & Building Committee recommendation re: Approve the proposed price adjustment to Geneva Ridge as presented.**

**23. City Administrator report.**

**24. Mayor's report.**

**25. Adjourn.**

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 4-12-24

Time: 12:00pm

By: JM

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

## INVOICES DUE ON/BEFORE 04/16/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL FUND				
LIABILITIES				
R0001836	CHARLES KLEIN	SIGN DEPOSIT REFUND/C KEIN	01-000-000-23168	50.00
TOTAL LIABILITIES				50.00
TOTAL GENERAL FUND				50.00
CITY COUNCIL				
03133	CELLCOM WISCONSIN RSA 10	03/24 3 ALDER CELLPHONES	01-105-000-58999	111.57
TOTAL				111.57
TOTAL CITY COUNCIL				111.57
CITY CLERK-TREASURER				
13900	MUNICIPAL TREASURER ASSN	REGULAR MEMBERSHIP/CLARIZIO	01-115-000-55600	60.00
17700	QUILL CORPORATION	TAPE/MARKER/POST ITS/SORTKWI	01-115-000-51950	51.44
CIVIC	CIVIC PLUS LLC	MUNICIPAL CODE UPDATE	01-115-000-57050	2,730.42
TOTAL				2,841.86
TOTAL CITY CLERK-TREASURER				2,841.86
ADMINISTRATION				
04575	DOOR COUNTY HARDWARE	GALV COUPLING/NIPPLE	01-120-000-54999	5.99
TOTAL				5.99
TOTAL ADMINISTRATION				5.99
COMPUTER				
02975	CAMERA CORNER	KEY FOB COMPUTER MEMORY UPGRDE	01-125-000-55550	72.00
HEARTBUS	HEARTLAND BUSINESS SYSTEMS, LLC	MICROSOFT VITUAL ACCESS	01-125-000-55550	142.00
HEARTBUS		ACROBAT PRO 2020	01-125-000-55550	494.52
TOTAL				708.52
TOTAL COMPUTER				708.52
CITY ASSESSOR				
ASSO APP	ASSOCIATED APPRAISALS	04/24 CONTRACT	01-130-000-55010	4,750.00
TOTAL				4,750.00
TOTAL CITY ASSESSOR				4,750.00
BUILDING/ZONING CODE ENFORCEMT				
ISLLC	INSPECTION SPECIALISTS, LLC	03/24 BUILDING PERMITS	01-140-000-55010	14,529.96
TOTAL				14,529.96
TOTAL BUILDING/ZONING CODE ENFORCEMT				14,529.96
Engineering				
FARRELL	FARRELL EQUIPMENT & SUPPLY INC	SAFETY VESTS	01-145-000-55605	71.94
TOTAL				71.94



INVOICES DUE ON/BEFORE 04/16/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
Engineering				
TOTAL Engineering				71.94
ELECTIONS DEPARTMENT				
17700	QUILL CORPORATION	LABELS	01-155-000-58999	151.96
TOTAL				151.96
TOTAL ELECTIONS DEPARTMENT				151.96
CITY HALL				
02975	CAMERA CORNER	CAMERA SYSTEM REBOOT	01-160-000-58999	112.50
04575	DOOR COUNTY HARDWARE	BATTERIES	01-160-000-51400	33.98
04575		LIME RUST REMOVER	01-160-000-55300	27.99
04575		ELBOW/CONNCTR/SET SCREW	01-160-000-51850	10.16
04575		3/8" SWITCH BOX SPRT 2PK	01-160-000-55300	1.29
WARNER	WARNER-WEXEL LLC	LIQUID BLEACH	01-160-000-55300	28.87
TOTAL				214.79
TOTAL CITY HALL				214.79
INSURANCE				
MCCLONE	MCCLONE AGENCY, INC	05/24 GEN LIABILITY	01-165-000-56400	2,752.66
MCCLONE		05/24 POLICE PROF LIABILITY	01-165-000-57150	1,481.67
MCCLONE		05/24 PUBLIC OFF'L LIABILITY	01-165-000-57400	2,469.67
MCCLONE		05/24 AUTO LIABILITY	01-165-000-55200	1,574.42
MCCLONE		05/24 AUTO PHYSICAL DAMAGE	01-165-000-55200	2,790.33
MCCLONE		05/24 CRIME & BOND	01-165-000-55450	115.33
MCCLONE		05/24 CYBER	01-165-000-55450	293.17
MCCLONE		05/24 WORK COMP	01-165-000-58750	12,702.00
TOTAL				24,179.25
TOTAL INSURANCE				24,179.25
GENERAL EXPENDITURES				
15890	PACK AND SHIP PLUS	SHIPPING BOX-SPECTRUM RETURN	01-199-000-57250	3.10
15890		SHIPPING CDW RETURN	01-199-000-57250	21.54
APEX	APEX SAFETY AND COMPLIANCE LLC	1ST QTR 2024 SAFETY	01-199-000-55605	4,225.00
CIVIC	CIVIC PLUS LLC	ONLINE CODE HOSTING SUSCRIPTN	01-199-000-51100	950.00
PULSE	PENINSULA PULSE	03/24 PUBLICATIONS	01-199-000-57450	1,206.68
WIPFLI	WIPFLI LLP	FINAL AUDIT BILLING DEC 31 '23	01-199-000-55150	4,200.00
WIPFLI		TID #1 FINAL AUDIT	01-199-000-55150	3,500.00
TOTAL				14,106.32
TOTAL GENERAL EXPENDITURES				14,106.32
POLICE DEPARTMENT				
15890	PACK AND SHIP PLUS	EVIDENCE TO CRIME LAB	01-200-000-57250	18.46
TOTAL				18.46
TOTAL POLICE DEPARTMENT				18.46
POLICE DEPARTMENT/PATROL				

INVOICES DUE ON/BEFORE 04/16/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
POLICE DEPARTMENT/PATROL				
DEIBELE	LUKE DEIBELE	03/24 MEAL EXPNS/DEIBELE	01-215-000-55600	63.51
NELSON	NELSON & ASSOCIATES LLC	UNIFORM/CALEB MCAVOY	01-215-000-52900	400.50
NELSON		UNIFORM/CALEB MCAVOY	01-215-000-52900	107.90
PATRIOT	PATRIOT MOTOR STURGEON BAY LLC	VEHICLE MAINTENANCE	01-215-000-58600	152.70
PATRIOT		SQUAD 20 MAINTENANCE	01-215-000-58600	1,844.47
PATRIOT		SQUAD 60 MAINTENANCE	01-215-000-58600	1,412.07
PATRIOT		SQUAD 30 MAINTENANCE	01-215-000-58600	778.54
PATRIOT		SQUAD 60 MAINTENANCE	01-215-000-58600	49.95
PATRIOT		SQUAD 30 MAINTENANCE	01-215-000-58600	88.07
PATRIOT		SQUAD 40 MAINTENANCE	01-215-000-58600	88.07
PATRIOT		SQUAD 50 MAINTENANCE	01-215-000-58600	103.09
PATRIOT		SQUAD 60 MAINTENANCE	01-215-000-58600	89.30
PATRIOT		CSO VEH MAINTENANCE	01-215-000-58600	299.90
TOTAL				5,478.07
TOTAL POLICE DEPARTMENT/PATROL				5,478.07
POLICE DEPT. / INVESTIGATIONS				
ACCURINT	LEXISNEXIS RISK SOLUTIONS	03/24 CONTRACT	01-225-000-57950	105.00
SPILLMAN	MOTOROLA SOLUTIONS, INC	2023 MAINTENANCE	01-225-000-58999	7,651.00
SPILLMAN		2024 MAINTENANCE	01-225-000-58999	10,082.88
TOTAL				17,838.88
TOTAL POLICE DEPT. / INVESTIGATIONS				17,838.88
FIRE DEPARTMENT				
FIRE DEPARTMENT				
02005	BAY ELECTRONICS, INC.	RADIO MAINTENANCE/AC TRUCK	01-250-000-57550	387.25
04575	DOOR COUNTY HARDWARE	FASTENERS/HOSE SHUT OFF	01-250-000-54999	15.37
04575		FASTENERS	01-250-000-54999	0.85
04575		BAKING SODA CLEANER	01-250-000-54999	1.44
04575		LITHIUM BATTERIES	01-250-000-54999	8.99
15890	PACK AND SHIP PLUS	SHIP JACKET-GALLS	01-250-000-52900	18.46
20725	T R COCHART TIRE CENTER	ROTATE TIRES	01-250-000-53000	160.00
EMERTECH	EMERGENCY TECHNICAL DECON	CREDIT	01-250-000-56250	-49.00
EMERTECH		ANNL DECON & INSPECT	01-250-000-56250	6,454.00
STRYKER	STRYKER SALES LLC	DEFIB PADS/CITY HALL	01-250-000-52350	259.74
WISBUILD	WISCONSIN BUILDERS SUPPLY	SPF #2/TRAINING SITE MATERIALS	01-250-000-51405	54.32
TOTAL FIRE DEPARTMENT				7,311.42
TOTAL FIRE DEPARTMENT				7,311.42
STORM SEWERS				
10750	PREMIER CONCRETE INC	CONCRETE-SELF PICKUP	01-300-000-51150	89.50
TOTAL				89.50
TOTAL STORM SEWERS				89.50
STREET SWEEPING				
19880	STURGEON BAY UTILITIES	SWEEPER WATER	01-330-000-53050	10.14
TOTAL				10.14
TOTAL STREET SWEEPING				10.14
STREET SIGNS AND MARKINGS				

INVOICES DUE ON/BEFORE 04/16/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
STREET SIGNS AND MARKINGS				
12110	LANGE ENTERPRISES INC	104 ROAD NAME SIGNS	01-420-000-52600	2,576.08
12110		SHIPPING	01-420-000-52600	59.65
ICEAGE	ICE AGE TRAIL ALLIANCE	3 SIGNS	01-420-000-52600	150.00
TOTAL				2,785.73
TOTAL STREET SIGNS AND MARKINGS				2,785.73
STREET MACHINERY				
04575	DOOR COUNTY HARDWARE	PAINT EATER 4.5" DISC	01-450-000-52150	31.98
20725	T R COCHART TIRE CENTER	TIRE DISPOSAL	01-450-000-52850	20.00
BOBCAT	BOB CAT PLUS	WINDOW ROLLER	01-450-000-53000	50.08
BOBCAT		OIL FILTER	01-450-000-53000	58.04
BOBCAT		OIL	01-450-000-53000	63.00
TOTAL				223.10
TOTAL STREET MACHINERY				223.10
CITY GARAGE				
04575	DOOR COUNTY HARDWARE	CUT OF WHEEL	01-460-000-52700	14.99
06012	FASTENAL COMPANY	SHACKLES	01-460-000-54999	16.59
06012		3/4" NUTS	01-460-000-54999	81.27
18950	SAFETY-KLEEN SYSTEMS, INC	PARTS WASHER SERVICE	01-460-000-54999	195.78
19275	SHERWIN WILLIAMS	PAINT	01-460-000-54999	33.08
AMERWELD	AMERICAN WELDING & GAS, INC	MONTHLY CYLINDER RENTAL	01-460-000-58999	167.35
SEPTIC	SEPTIC MAINTENANCE OF DOOR CTY	JET/INSPECT PRK STRUCTRE DRAIN	01-460-000-58999	485.00
TOTAL				994.06
TOTAL CITY GARAGE				994.06
PARK & RECREATION ADMIN				
17700	QUILL CORPORATION	LABELS/TISSUE	01-500-000-51950	63.75
TOTAL				63.75
TOTAL PARK & RECREATION ADMIN				63.75
PARKS AND PLAYGROUNDS				
03025	CAPTAIN COMMODOES INC	PORT A POTTI-DOG PARK	01-510-000-58999	110.00
04575	DOOR COUNTY HARDWARE	HARDWARE	01-510-000-51850	20.99
04575		WIPING RAGS/TIMBER OIL STAIN	01-510-000-54999	69.98
04575		ASSORTED SUPPLIES	01-510-000-54999	286.68
04575		KEY MASTER/KEYKRAFTER	01-510-000-51850	23.94
06012	FASTENAL COMPANY	BOLTS	01-510-000-54999	48.36
13049	MAY'S SPORT CENTER	OIL/AIR/FUEL HYD FILTERS	01-510-000-51900	314.87
23830	WOLTER ENGRAVING	PARK BENCH/SIGN PLAQUE	01-510-000-54999	31.05
TOTAL				905.87
TOTAL PARKS AND PLAYGROUNDS				905.87
BALLFIELDS				
BALLFIELDS				
04575	DOOR COUNTY HARDWARE	GCFI OUTLET	01-520-000-56500	26.99
20900	TRUGREEN LIMITED PARTNERSHIP	MEM FLD FERTILIZER	01-520-000-56500	199.80
TOTAL BALLFIELDS				226.79
TOTAL BALLFIELDS				226.79

INVOICES DUE ON/BEFORE 04/16/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
MUNICIPAL DOCKS				
20070	TRAFFIC & PARKING CONTROL INC	ANNL FEE ELECTRONIC PAY STATN	01-550-000-58999	684.00
DASHAQUA	DASH AQUATIC SERVICES LLC	BUOY INSTALL/REMOVE 2023 SEASN	01-550-000-55350	1,810.00
TOTAL				2,494.00
TOTAL MUNICIPAL DOCKS				2,494.00
WATERFRONT PARKS & WALKWAYS				
04575	DOOR COUNTY HARDWARE	WIPING RAGS/PLASTIC CUPS-LIDS	01-570-000-52100	25.57
08225	HERLACHE SMALL ENGINE	AIR FILTERS/WATERFRNT	01-570-000-56500	5.69
TOTAL				31.26
TOTAL WATERFRONT PARKS & WALKWAYS				31.26
TOTAL GENERAL FUND				100,193.19
CAPITAL FUND				
PATROL				
PATROL				
SPILLMAN	MOTOROLA SOLUTIONS, INC	2023 NEW SOFTWARE & SET UP	10-215-000-59000	7,132.05
TOTAL PATROL				7,132.05
TOTAL PATROL				7,132.05
FIRE DEPARTMENT				
EXPENSE				
DREAM	DREAMSEATS LLC	BED FRAMES	10-250-000-59030	5,160.00
TOTAL EXPENSE				5,160.00
TOTAL FIRE DEPARTMENT				5,160.00
STORM SEWERS				
EXPENSE				
GB HIGH	GREEN BAY HIGHWAY PRODUCTS LLC	60' OF18" CULVERT	10-300-000-59115	1,875.60
GB HIGH		18" BAND	10-300-000-59115	46.89
GB HIGH		18" END SECTION	10-300-000-59115	172.80
GB HIGH		60' OF 12" CULVERT	10-300-000-59115	1,252.20
GB HIGH		12" BAND	10-300-000-59115	31.31
GB HIGH		12" END SECTION	10-300-000-59115	103.60
TOTAL EXPENSE				3,482.40
TOTAL STORM SEWERS				3,482.40
ROADWAYS/STREETS				
ANNUAL RESURFACING & BASE REP.				
GATTENOR	GAT TENOR	2 CONCRETE CUTTING BLADES	10-400-110-59095	836.67
TOTAL ANNUAL RESURFACING & BASE REP.				836.67
TOTAL ROADWAYS/STREETS				836.67
WATERFRONT PARKS & WALKWAYS				
WATERFRONT PARKS & WALKWAYS				
13049	MAY'S SPORT CENTER	74010 HDX PRO TORO 52" MOWER	10-570-000-59065	11,200.00
13049		GRASS FLAP MULCH CONTROL	10-570-000-59065	580.00
13049		60 HD DETHATCHER	10-570-000-59065	1,000.00
TOTAL WATERFRONT PARKS & WALKWAYS				12,780.00

DATE: 04/09/2024  
TIME: 14:19:50  
ID: AP4430ZN

CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 04/16/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAPITAL FUND				
	WATERFRONT PARKS & WALKWAYS			
	WATERFRONT PARKS & WALKWAYS			
		TOTAL WATERFRONT PARKS & WALKWAYS		12,780.00
		TOTAL CAPITAL FUND		29,391.12
TID #4 DISTRICT				
	TID #4 DISTRICT			
	TID #4 DISTRICT			
CEDARCO	CEDAR CORPORATION	TID 4 PUBLIC SPACE-WTRFRNT	28-340-000-59082	2,320.80
		TOTAL TID #4 DISTRICT		2,320.80
		TOTAL TID #4 DISTRICT		2,320.80
		TOTAL TID #4 DISTRICT		2,320.80
TID #5 DISTRICT				
	TID #5 DISTRICT			
	TID #5 DISTRICT			
WIPFLI	WIPFLI LLP	TID #5 AUDIT 30% BILLING	29-350-000-58999	2,500.00
		TOTAL TID #5 DISTRICT		2,500.00
		TOTAL TID #5 DISTRICT		2,500.00
		TOTAL TID #5 DISTRICT		2,500.00
SOLID WASTE ENTERPRISE				
	SOLID WASTE ENTERPRISE FUND			
	SOLID WASTE ENTERPRISE FUND			
04575	DOOR COUNTY HARDWARE	VINYL TUBING/2 PK RLRJ	60-000-000-54999	26.33
JX ENT	JX ENTERPRISES, INC.	DEF FILTER TRADE DIFFERENCE	60-000-000-53000	8.62
		TOTAL SOLID WASTE ENTERPRISE FUND		34.95
		TOTAL SOLID WASTE ENTERPRISE FUND		34.95
		TOTAL SOLID WASTE ENTERPRISE		34.95
		TOTAL ALL FUNDS		134,440.06

**MANUAL CHECKS**

DOOR COUNTY TREASURER	\$ 88,335.97
04/02/24	
Check # 93294	
03/24 Lottery & Gaming Credit Settlement	
01-000-000-2412	
 NWTC GREEN BAY	 \$20,345.12
04/02/24	
Check # 93295	
03/24 Lottery & Gaming Credit Settlement	
01-000-000-24640	
 SEVASTOPOL SCHOOL DISTRICT	 \$5,861.55
04/02/24	
Check # 93296	
03/24 Lottery & Gaming Credit Settlement	
01-000-000-24630	
 SOUTHERN DOOR SCHOOL DISTRICT	 \$17,619.20
04/02/24	
Check # 93297	
03/24 Lottery & Gaming Credit Settlement	
01-000-000-24620	
 STURGEON BAY SCHOOL DISTRICT	 \$231,452.24
04/02/24	
Check # 93298	
03/24 Lottery & Gaming Credit Settlement	
01-000-000-24610	
 WPS	 \$1,654.03
04/02/24	
Check # 93299	
03/24 Statement Charges	
Various Departmental Accounts	
 DELTA DENTAL	 \$6,119.16
04/02/24	
Check # D001492	
04/24 Dental Insurance	
Various Departmental Accounts	
 EFT GROUP INSURANCE	 \$133,077.18
04/02/24	
Check # D001493	
04/24 Health Insurance	
Various Departmental Accounts	

AT&T MOBILITY	\$1,532.65
04/09/24	
Check # 93365	
03/24 Statement Charges	
01-215-000-58250	

KWIK TRIP INC	\$2,000.02
04/09/24	
Check # 93366	
03/24 Statement Charges	
01-250-000-51650	

<b>TOTAL MANUAL CHECKS</b>	<b>\$ 507,997.12</b>
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INVOICES DUE ON/BEFORE 04/16/2024

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
SUMMARY OF FUNDS:				
GENERAL FUND			100,193.19	608,190.31
CAPITAL FUND			29,391.12	
TID #4 DISTRICT			2,320.80	
TID #5 DISTRICT			2,500.00	
SOLID WASTE ENTERPRISE			34.95	
TOTAL --- ALL FUNDS			134,440.06	642,437.18

Helene Bacon April 9, 2024  
JH W... 4/9/24  
Dan W... 4/9/24



COMMON COUNCIL  
April 2, 2024

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

Nault/Gustafson to adopt agenda. Carried.

The following people spoke during public comment: Randy Nesbitt; Dana Anderson, 1164 S. Lansing Ave.

Bacon/Wiederanders to approve following bills: General Fund - \$127,072.72, Capital Fund - \$54,669.17, Cable TV - \$ 15,414.33, TID #2 District - \$82.50, TID #10 District - \$1,596.90 and Solid Waste Enterprise Fund - \$3,874.45 for a grand total of \$202,710.07. Roll call: All voted aye. Carried.

Statz/Gustafson to approve consent agenda:

- a. Approval of 03/19/24 regular Common Council minutes.
- b. Approval of the following minutes:
  - (1) Sturgeon Bay Utility Commission – 2/13/24
  - (2) Finance/Purchasing & Building Committee – 3/12/24
  - (3) Local Transportation Board – 3/13/24
- c. Place the following reports on file:
  - (1) Fire Department Report – February 2024
- d. Consideration of: Approval of beverage operator licenses.
- e. Consideration of: Approval of Temporary Class B Beer and Temporary Class B Wine license for Democratic Party of Door County.
- f. Local Transportation Board recommendation re: Replace the street sign and add road markings, as presented, to Michigan Street and 4<sup>th</sup> Avenue.
- g. Local Transportation Board recommendations re: Add stop signs on both sides of the intersection of 12<sup>th</sup> Ave and Superior St, with flags, for one year, at which time the stop signs on 12thAve would be removed, per recommendation of the City Engineer.
- h. Finance/Purchasing & Building Committee recommendation re: Write off the following 2022 delinquent personal property tax account bills in the amount of \$174.86.
- i. Finance/Purchasing & Building Committee recommendation re: Approve the cost sharing agreement between Duquaine Development and the City for the extension of Sanitary Sewer and Water mains along W. Oak Street (Sawyer Drive).
- j. City Plan Commission recommendation re: Approve the Zoning Map amendment from Agricultural (A) to Single Family Residential (R-1) for parcel #281-62-51000102C1, a 3.43-acre parcel located at 814 Cove Rd.
- k. City Plan Commission recommendation re: Approve the Zoning Map amendment from Light - Industrial (I-1) to General Commercial (C-1) for parcel #281-66-10221511B and #281-66-12001508C located at the northeast corner of S. Columbia Avenue and Highway 42-57.

Carried.

Bacon/Wiederanders to approve the following mayoral appointment:

**ZONING BOARD OF APPEALS**

Robyn Bartel-Alternate (Term expires 5/1/25)

Carried.

Reeths/Bacon to read in title and adopt the second reading of ordinance re: Repeal and recreate Section 8.06(2) "Streets and Sidewalks-Obstructions and Encroachments". Carried.

Bacon/Statz to read in title only the first reading of ordinance re: Rezone parcel #281-66-12001511B and #28166-12001508C located on the northeast corner of S. Columbia Avenue and Highway 42-57. Carried.

Gustafson/Wiederanders to read in title only the first reading of ordinance re: Rezone parcel # 281-62-51000102C1 located at Cove Road. Carried.

Gustafson/Statz to send resolution supporting the adjusted Urban Area Boundary back to the Plan Commission for further review. Carried.

#### RECOMMENDATION

We, the Personnel Committee, hereby recommend to abolish the residency requirements for law enforcement in the Sturgeon Bay Police Department.

Personnel Committee  
By: Dan Williams, Chr.

Introduced by Assistant Police Chief Brinkman. Statz/Gustafson to adopt. Carried.

#### RECOMMENDATION

We, the Personnel Committee, hereby recommend to adopt the part-time Police Officer position for the Sturgeon Bay Police Department.

Personnel Committee  
By: Dan Williams, Chr.

Introduced by Assistant Police Chief Brinkman. Statz/Reeths to adopt. Carried.

#### RECOMMENDATION

We, the Personnel Committee, hereby recommend to approve the updated position description for the Fire Chief position in the City of Sturgeon Bay.

Personnel Committee  
By: Dan Williams, Chr.

Introduced by City Administrator Van Lieshout. Bacon/Gustafson to adopt. Carried.

The City Administrator gave his report.

Mayor Ward gave his report.

Nault/Wiederanders to adjourn. Carried. The meeting adjourned at 6:45 p.m.

Respectfully submitted,



Tricia Metzger  
Office Assistant II

**COMMUNITY PROTECTION & SERVICES COMMITTEE**

March 6, 2024

A meeting of the Community Protection & Services Committee was called to order at 4:30 pm by Alderman Reeths in the Council Chambers, City Hall. **Roll Call:** Ald. Reeths and Ald. Wiederanders were present. Also present from City Departments were Josh VanLieshout, Chief Clint Henry and Stephanie Servia.

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

1. Roll Call
2. Adoption of Agenda
3. Approval of Minutes from February 7, 2024
4. Public Comment on Agenda Items
5. Consideration of: Sidewalk Café Ordinance and Policy
6. Adjourn

*All Ayes. Carried.*

**Approval of Meeting Minutes**

*Moved by Ald. Reeths, seconded by Ald. Wiederanders to approve the February 7, 2024 minutes. All Ayes. Carried.*

**Public Comment**

None

**Sidewalk Café Ordinance and Policy**

The sidewalk café policy was a result of the Covid-19 pandemic; it extended the ability for restaurants promote more business and serve food outdoors while social distancing. The intention was never to allow for a bar to overflow onto the street. The City has been reviewing the ordinance and policy and have some changes consisting of clarification on application requirements, the review process and revision to fee standards. Changes were discussed.

Questions addressed include:

- Where in the ordinance does it state a business can't just drag something out onto the sidewalk? An example given was Dancing Bear and the sandwich board at Starboard.
- Who will be responsible for enforcement? Chief Henry explained enforcement would be complaint driven; the Police Department will enforce a business where repeated offences are occurring.
- Is "café permit" the wrong term or should it be called something else to include things put out onto the sidewalk.

Around twenty permits are issued per year. Staff agrees that cost of the permits should be a single cost; currently it is \$55 for an establishment that doesn't serve alcohol and \$220 for an establishment does. An increase in cost would offset staff time to review sidewalk café plans in more detail. Chief Henry suggested not increasing the fee to exceed what the violation fee on a citation would be.

*Moved by Ald. Wiederanders seconded by Ald. Reeths to hereby recommend the Common Council approve the changes to Section 8.06 – Obstructions and Encroachments, of the City of Sturgeon Bay Municipal Code as presented, and to have the Finance Committee review the fees for the Sidewalk Café Application for possible modification. All ayes. Carried.*

*Moved by Ald. Wiederanders, seconded by Ald. Reeths to adjourn the meeting of the Community Protection & Services Committee. All ayes. Carried. The meeting was adjourned at 4:57 pm.*

Respectfully submitted,

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

Sarah Spude-Olson  
Police Department Office Manager

## FINANCE/PURCHASING & BUILDING COMMITTEE

March 12, 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: Mayor Ward, Alders Statz, Gustafson, Nault and Reeth, City Administrator Van Lieshout, City Treasurer/Finance Director Clarizio, Community Development Director Olejniczak, and Office Accounting Assistant II Metzger.

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

1. Roll call.
2. Adoption of agenda.
3. Public comment on agenda items and other issues related to finance & purchasing.
4. Consideration of: Price adjustment for Geneva Ridge single family homes.
5. Consideration of: Sidewalk Café Permit Fees.
6. Consideration of: Financial Incentives for Cobblestone Hotel – West Waterfront Site.
7. Review bills.
8. Adjourn.

Carried.

The following spoke during public comment on agenda items and other issues related to finance & purchasing: Kelly Catarozoli 330 N. 3<sup>rd</sup> Ave; Christie Weber 311 Pennsylvania St; Trudy Herbst 228 W. Pine St.; Jenny Fischer 615 S 9<sup>th</sup> Ave.; Jen Leiburg 227 S Hudson Ave.; George Husby 1111 N 5<sup>th</sup> Ave.; melaniejane 30 N 1<sup>st</sup> Ave.; Cathy Grier 153 S. 3<sup>rd</sup> Ave.; Chris Kellems 120 Alabama St.

Consideration of: Price adjustment for Geneva Ridge single family homes:

The City and JPEJ, LLC hold a development agreement to construct single family homes. The agreement provides for price adjustments to the established pricing. JPEJ, LLC is requesting to increase pricing on 5 of the 6 home design options ranging from \$3,000 to \$9,000.

City Administrator Van Lieshout commented there are 6 lots under contract and the response from the public has been favorable.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to approve the proposed price adjustments to Geneva Ridge as presented. Carried.

Consideration of: Sidewalk Café Permit Fees.

Alderperson Williams explained the Sidewalk Café permit first came to the Community Protection Services (CPS) Committee due to ordinance changes. During CPS discussions, it was suggested that if the Committee moved forward with changes to the sidewalk café process the fee structure should come before the Finance Committee. Currently the permit fee without alcohol is \$55 and with alcohol is \$220. The suggestion was to keep the permit fee below the violation fine, which ranges from \$1 to \$200. The estimated cost for staff to review the application is \$155. The recommendation is to set the permit fee at \$110 without alcohol and maintain the current fee of \$220 with alcohol.

Moved by Alderperson William, seconded by Alderperson Wiederanders to forward a resolution to the Common Council increasing the Sidewalk Café Permit fee for establishments without alcohol to \$110.00. Carried.

Planning/Zoning Administrator Servia entered at 4:37pm.

Consideration of: Financial Incentives for Cobblestone Hotel – West Waterfront Site.

Community Development Director Olejniczak explained the Cobblestone Hotel agreement with the City for the Egg Harbor Road site has fallen through. Cobblestone was not able to finalize terms with the property owners. They would still like to build a hotel in the city, showing interest in the West Waterfront site on E. Maple Street. Previously this site was approved for development of a 53- unit apartment building, but this too fell through leaving the site available. The City has shown the E. Maple Street site to a number of different developers but projects have not been successful to date.

Cobblestone is requesting financial assistance for a 62-room hotel. The financial package request was similar to the Egg Harbor Road site, which was also located in a tax increment district, however, staff has negotiated the following:

- The City will sell the land for \$1.00
- \$600,000 will be paid to Cobblestone upon occupancy
- Annual payments of \$60,000 for 12 years
- The City has an agreement with WWP Development to install a parking lot on the adjoining city property. The parking lot will run between this site and the grain elevator site. It is intended as public parking but hotel guests would also have access to.
- To generate enough increment to cover these incentives, a minimum assessed value of \$7,000,000 is needed.

Cobblestone has supplied the city with a site plan, but the project will still need to go through the necessary committees during the approval process.

Mayor Ward provided the history and process of this TID, explaining the TID collects the taxes on the increment. The development there originally had a tax value, that stays with the county, school district, technical college, and the city. Development built on the property is called increment. This tax money from all those jurisdictions goes to the TID which is how projects are financed. He stated originally there was a project plan for this site that included design plans, legal fees, improvements to the dock area, pedestrian walkway, improvements to Maple Street and more. Currently this TID is \$4 million in debt, and it does not project to payoff. The area included in the TID is the waterfront property, resale shop and the Bay Lofts. The Bay Loft is the only business to be developed and there is increment on it, but there were also incentives to develop the property.

He stated the E. Maple Street property was originally purchased with ideas consisting of the granary restored, a brew pub and hotel. The hotel did not happen, instead incurred legal fees and lawsuits. These costs went into the TID and are a part of the current debt. The property has gone through the RFP process, developers have presented development options, but the financials don't work. A hotel will generate the increment in addition, the room tax generated can be used to pay off the TID debt.

Aldersperson Williams questioned whether the proposal presented is the city's response as a counter proposal. Some of the numbers were absurd. The district is \$4 million in debt, when it comes time to pay the money must be paid. The debt goes onto our budget as a debt reduction essentially for other purchases needed and services the city provides.

City Administrator Van Lieshout explained the way the tax increment districts are funded, TID 4 in particular is a city issued general obligation debt. The money being used to pay for and finance the completed waterfront walkway and will go towards completing the central promenade. The money has already been borrowed for, the city is making principal and interest payments. For servicing this debt, a portion comes from the excess increment, that is earned on Bay Lofts. The goal of the district is to have

the increment cover all the financing costs for the public improvements. When the city set up the district in 2013, they had a TID projects that would have accomplished this, however events as they were this did not happen. If we want to take the financial burden off the tax roll, the city needs to get increment.

Alderson Williams commented that it will go on the tax roll if we do not get something to provide increment in the district. At some point in time, we will have to make decisions about budget reductions and service reductions because of the substantial payout. He continued, stating any project that comes will consist of some resistance, however, we have a responsibility to the entire city to be fiscally responsible and we have a TID that is \$4 million in debt, the city needs to consider looking at opportunities to put money into this TID. The financials in the counter proposal I recommend sending back to staff to get more information from Cobblestone and take the time to hear from the community.

Alderson Wiederanders commented he was shocked to see this item on the agenda. The Egg Harbor Road site did not incite resistance, the hotel moving to E Maple Street, during public comment the same complaints, same issues as years ago. He questioned what pushing this back to staff would mean.

City Administrator Van Lieshout explained staff would meet with Cobblestone to see if they can adjust the terms more favorable to the city which may for example include, asking for a higher guaranteed increment, and/or selling the property for \$90,000.

Alderson Bacon added that these are two oddly shaped lots that we can develop but have had difficulty developing. The lots in some respects are valuable but without having development on either lot we go further and further into debt, and it is going to affect the streets and services the city provides.

Anna Jakubek, Vice President of Development for Cobblestone appeared by phone. She stated Cobblestone currently has 175 properties open in 29 states. She summarized the proposed plan consisting of a 62 room, 4 story, Mainstreet prototype.

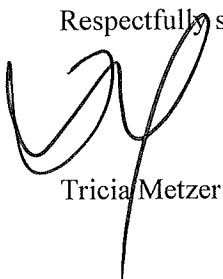
Moved by Alderson Williams, seconded by Alderson Bacon to direct staff to come back to the Committee with further information and different arrangements. Wiederanders voting no. Carried.

Review bills:

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

Moved by Alderson Williams, seconded by Alderson Wiederanders to adjourn. Carried. The meeting adjourned at 5:20pm.

Respectfully submitted,



Tricia Metzger

PERSONNEL COMMITTEE  
March 25, 2024

A meeting of the Personnel Committee was called to order by Chair Williams at 10:00 a.m. in the Council Chambers. Roll call: Members Williams, Gustafson and Statz were present.

Statz/Gustafson to adopt the following agenda:

1. Call to order.
2. Roll call.
3. Adoption of agenda.
4. Consideration of: Creation of Part-Time Police Officer Position.
5. Consideration of: Residency Requirement for Law Enforcement.
6. Consideration of: Approval of Changes to Fire Chief Position Description.
7. Consideration of: Performance Evaluations and Step Adjustments.
8. Convene in closed session in accordance with the following exemption:  
Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. 19.85 (1)(c)  
Consideration of: Performance Evaluations and Step Adjustments.  
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 meeting may adjourn in closed session.
9. Adjourn.

Carried.

Assistant Chief Brinkman summarized the request and reasoning for the creation of Part-Time Police Officer position. The patrol division is down four officers at this time and to ensure adequate coverage, the Police Administration and Police Union have agreed to pursue several options to help reduce the strain of working overtime for full time officers. One option is to develop a part-time police officer position to help fill the vacant shift. The part-time position will supplement the patrol schedule for full time officers. The part-time officers will provide the same level of policy service as required for full time officers. Statz/Gustafson to recommend to the Common Council to adopt the part-time Police Officer position for the Sturgeon Bay Police Department. Carried.

Assistant Chief Brinkman summarized the request to abolish the residency requirement for law enforcement. The current residency for law enforcement is 15 miles from any City limit within 6 months of employment, which was put into effect as a result of Act 10 in 2011. In researching other residency language in the greater Brown County area, it was found that the majority of responses that our current residency language is antiquated and limiting qualified candidates to apply for open Police Officer positions. Statz/Gustafson to recommend to the Common Council to abolish the residency requirements for law enforcement in the Sturgeon Bay Police Department. Carried.

City Administrator VanLieshout summarized and reviewed the position description changes for the Sturgeon Bay Fire Chief position. It was noted that the current position description is outdated, and the Police and Fire Commission requested an updated position description prior to moving forward with filling the vacant position. Through various sources and in coordination with Interim Fire Chief Montevideo, a draft position description was outlined in detail. Statz/Gustafson to recommend to the Common Council to approve the updated position description for the Fire Chief position in the City of Sturgeon Bay. Carried.



After the Chair announced the statutory basis, Gustafson/Statz to convene in closed session in accordance with the following exemption: Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. Wis. Stats. 19.85(1)(c) Consideration of: Performance Evaluations and Step Adjustments. 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. Carried. The meeting moved to closed session at 11:07 a.m.

The meeting reconvened in open session at 11:47 a.m.

Statz/Gustafson to recommend to the Common Council to approve the following wage step adjustments for 2024 effective 1/1/24:

2024 - RECOMMENDED STEP INCREASES			
<u>Position</u>	<u>Recommend Step</u>	<u>Step Change</u>	<u>Adjustment</u>
City Administrator	Step 16	2	\$4,128.00
Chief of Police	Step 20	3	\$5,284.00

Carried.

Statz/Gustafson to adjourn. Carried. The meeting adjourned at 11:47 a.m.

Respectfully submitted,



Stephanie L. Reinhardt  
City Clerk/HR Director

CITY OF STURGEON BAY  
JOINT PARKS AND RECREATION COMMITTEE / BOARD MEETING MINUTES  
Wednesday, March 27, 2024  
Council Chambers, City Hall, 421 Michigan Street  
5:00 P.M.

A meeting of the Joint Parks and Recreation Committee / Board was called to order at 5:00 p.m. by Chairperson/Ald. Bacon in Council Chambers, City Hall, 421 Michigan Street.

**Roll Call:** Members present were Chair/Ald. Helen Bacon, Ald. Kirsten Reeths, Ald. Gary Nault, Tom Hemminger, Jay Renstrom, Randy Morrow, Shauna Blackledge, Debbie Kiedrowski and Municipal Services Director Mike Barker. Also present were City Administrator Josh VanLieshout and Municipal Services Secretary Stephanie Gomez.

**Adoption of the Agenda:** Motion was made by Randy Morrow and seconded by Jay Renstrom to adopt the following agenda.

1. Roll Call
2. Adoption of Agenda
3. Review of Minutes from January 24, 2024
4. Public Comment on Agenda Items
5. Consideration of Changes to Fishing Tournament Rules in City Parks.
6. Discussion of Big Hill Park stairs along N. 8<sup>th</sup> Ave.
7. Chair's report
8. Directors Report
9. Adjourn

**Review of Minutes from January 24, 2024**

**Public Comment on Agenda Items:** No public comments

**Consideration of: Changes to fishing tournament rules in City parks.**

City Administrator VanLieshout spoke about how the DNR felt the City's fishing tournament rules were more of a regulation on fishing which the City does not have a right to do. The City came back clarifying that the fishing tournament rules were meant to regulate the use of the City parks. The DNR understood but requested that the language be changed in a way that expresses the intent of the rules are to accommodate the use of the parks by the community. The language of the rules was changed to be more concise, and both the City and DNR agreed upon the new language of the rules. Members of the Committee agreed that they liked the new language of the fishing tournament rules and the support from the DNR.

Motion by Randy Morrow, seconded by Jay Renstrom, to approve the changes to fishing tournament rules in city parks. All in favor. Motion carried.

**Discussion of: Big Hill stairs along N. 8<sup>th</sup> Ave.**

Municipal Services Director Mike Barker explained that the City has two options to fix the stairs. Option 1 is to replace the steps and do a beautification project at a cost of around \$50,000 to \$60,000. Option 2 is to only do a beautification project using big stones as a border around what is planted at a cost of \$5,000 to \$6,000. Ald. Reeths and Shauna Blackledge expressed that they felt that stairs were not necessary, and a path would be sufficient. They felt the money would be better allocated to other park projects. Mike Barker and Tom Hemminger both agree that the \$50,000 to \$60,000 to replace the steps would be better used elsewhere. Randy Morrow, Jay Renstrom and Debbie Kiedrowski would like to see the steps replaced.

A directive was made to Municipal Services Director Mike Barker from Randy Morrow to put money in the 2025 budget for a project to replace the steps at Big Hill Park.

**Chair's Report:** Ald. Bacon spoke about different artists and speakers coming to Sturgeon Bay in April and May.

**Director's Report:** Municipal Services Director Mike Barker spoke about the bid he had out for the work on the Sunset Park pavilion. He stated that he should be getting the totals back this week with hope to start the improvements in the fall. Some of these improvements include adding a cover of cultured stone, building a fire pit/grill, adding a concrete patio and sitting wall, and an upgrade to the bathrooms and lighting. He also stated that the Aquatic Plant Management Plan Update Ad Hoc meetings have wrapped up, and they were productive.

**Adjourn:** Motion to adjourn by Ald. Nault and seconded by Ald. Reeths. All in favor. Motion carried. The meeting was adjourned at 6:12 p.m.

Respectfully submitted,

Stephanie Gomez  
Municipal Services Secretary

**BOARD OF CANVASSERS**  
**April 8, 2024**

A meeting of the Board of Canvassers was called to order at 8:30 am by Chairperson Reinhardt in the Council Chambers, City Hall. Roll call: Members Spittlemeister and Reinhardt were present.

A motion was made by Spittlemeister/Reinhardt to adopt the following agenda:

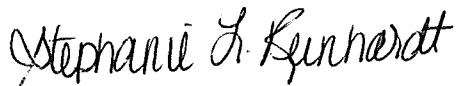
1. Roll call.
2. Adoption of agenda.
3. Canvass the results of the April 2, 2024 Spring Election for Municipal Offices.
4. Adjourn.

Carried.

The Board canvassed the results for local District 2, District 4, and District 6 Aldermanic races. Motion made by Spittlemeister/Reinhardt to accept the results for local offices from the April 2, 2024 election. Carried.

A motion was made by Spittlemeister/Reinhardt to adjourn. Carried. The meeting adjourned at 8:39 am.

Respectfully submitted,



Stephanie L. Reinhardt  
City Clerk/Human Resources Director



CITY of STURGEON BAY  
FIRE DEPARTMENT

421 Michigan St  
Sturgeon Bay, WI 54235

Kalin Montevideo  
Assistant Fire Chief

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

STURGEON BAY FIRE DEPARTMENT  
MARCH 2024 FIRE REPORT

MARCH 2024 INCIDENTS: 142  
2024 YTD TOTAL: 407

MARCH 2023 INCIDENTS: 145  
2023 YTD TOTAL: 396

INCIDENTS BY JURISDICTION:

CITY: 134 Year to Date: 360  
114 – Medical Incident  
03 – Dispatched & Cxl in Route  
01 – Grass/Brush/Outside Fire  
01 – Vehicle Accident

01 – Public Service/Assist  
02 – Carbon Monoxide Incident  
01 – Gas Leak  
01 – Smoke Scare/Odor of Smoke

AVERAGE RESPONSE TIME:

EMERGENT: 3.8 Minutes NON-EMERGENT: 5.2 Minutes  
01 – Arcing/Shorted Electrical Equipment  
07 – Alarm/Detector Activation, No Fire  
01 – Excessive Heat/Scorch/Burns, No Fire  
01 – Removal of Victims from Elevator

Town of Sevastopol: 04 Year to Date: 17  
01 – Grass/Brush/Outside Fire  
01 – Power Line Down

EMERGENT: 9.3 Minutes NON-EMERGENT: N/A  
01 – Vehicle Accident  
01 – Alarm/Detector Activation, No Fire

Town of Sturgeon Bay: 03 Year to Date: 17  
03 – Medical Incident

EMERGENT: 6.2 Minutes NON-EMERGENT: 11.3 Minutes

MUTUAL AID/MABAS INCIDENTS

Egg Harbor: 01 Year to Date: 04  
01 – Structure Fire  
Southern Door: 0 Year to Date: 02  
Jacksonport: 0 Year to Date: 01  
Brussels, Union, Gardner: 0 Year to Date: 05  
Manitowoc County: 0 Year to Date: 01

INSPECTION REPORT:

	Regular Inspections	Re Inspections	Occupancy Inspections	Hours
Inspections – City of Sturgeon Bay:	114	08	01	143.9
Inspections – Town of Sevastopol:	14	04	0	10.8
Inspections – Town of Sturgeon Bay:	04	0	0	2.5
Inspections – Town of Jacksonport:	0	0	0	0

Town of Sevastopol Burn Permits: Permits Issued for Month: 03 Year to Date Permits Issued: 08  
Town of Sturgeon Bay Burn Permits: Permits Issued for Month: 02 Year to Date Permits Issued: 02

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

### **MAINTENANCE:**

Firefighters conducted maintenance and repairs on self-contained breathing apparatus (SCBA) units; completed daily/weekly truck checks; general station cleaning; completed putting new nozzles into service on apparatus; completed inventory; completed all repairs on turn-out gear following annual decontamination/inspection; replaced the battery on the UTV; repaired an air leak on E707 turbo; replaced USB ports on E707; repaired a garage door opener at eastside station; diagnosed and repaired a radio in C702; changed oil in UT726; replaced an air fitting on T712; removed decals and replaced tire on CSO (SBPD) vehicle; Dave Davis (DPW) conducted routine inspection on E707 and Cochart Tires rotated tires on E707.

### **TRAINING:**

309.6 total hours of training were conducted in March. Firefighters trained with driver/operator procedures; drone operations; propane emergencies; high-angle rescue procedures/equipment; electric vehicle fires; basement fires; brush truck, UTV and grass fire equipment/procedures; FF Naze & FF Vasallo continued Firefighter 1 training at NWTC in Green Bay; on-duty firefighters attended an active shooter awareness presented by AC Brinkman (SBPD) and AC Montevideo attended WI Fire Chiefs Education Assoc conference in Madison.

### **OTHER:**

Command staff attended multiple meetings in the City and Townships. AC Montevideo certified Sturgeon Bay Police in CPR and completed SBFD's audit with WI Dept of Safety and Professional Services. Firefighters participated in the St Patrick's Day parade and assisted Green Bay Fire Department with their shipboard fire training held at Bay Ship.





# STURGEON BAY POLICE DEPARTMENT



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

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

From:               Assistant Chief Daniel J. Brinkman

Subject:            Monthly Report for March, 2024

Date:                April 04, 2024

The following is a summary of the Police Department’s activities for the month of March 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 56 crimes.

These crimes can be broken down and classified as follows.

Theft.....	11
Fraud / Forgery.....	09
Domestic Abuse.....	01
Disorderly Conduct.....	10
Bail Jumping.....	02
Threats to Injure.....	03
Sex Offense.....	02
Child Abuse/Neglect.....	01
Criminal Damage to Property.....	05
Internet Crime against Children.....	01
Possess Controlled Substance.....	08
Violate Court Order.....	03
TOTAL 56	

## Arrests

The Department completed a total of 132 arrests during the month. These arrests encompass violations from traffic to felony, and are listed below by type of violations and number of arrests for each category.

### A. Felony Crime Arrests

Bail Jumping.....	02
Theft.....	02
Possess Controlled Substance.....	06
Fraud.....	02
<b>TOTAL</b>	<b>12</b>

### B. Misdemeanor Crime Arrests

Disorderly Conduct.....	03
Bail Jump.....	01
Battery.....	01
Possess Drug Paraphernalia.....	02
Theft.....	06
Possess Controlled Substance.....	02
<b>TOTAL</b>	<b>15</b>

<b>Wisconsin Probation &amp; Parole Arrests / Warrant Arrests.....</b>	<b>18</b>
<b>TOTAL</b>	<b>18</b>

### C. Ordinance Violation Arrests

Disorderly Conduct .....	03
Retail Theft.....	05
Possess Marijuana .....	06
Possess Drug Paraphernalia.....	03
Trespass to Land.....	01
In City Park after Hours .....	01
Disorderly Conduct w/Motor Vehicle .....	02
Meddle w/Destruction of Property .....	01
Indecent Conduct/Language .....	01
<b>TOTAL</b>	<b>23</b>

### D. Traffic Crime Arrests

Operate while Revoked.....	04
Operate w/o a Valid License.....	03
<b>TOTAL</b>	<b>07</b>

### E. Traffic Violation Arrests

Speeding.....	21
No Valid Driver's License.....	05
Operate M/V without Insurance.....	07
Miscellaneous Violations.....	20
Operating While Intoxicated.....	04
<b>TOTAL</b>	<b>57</b>



In addition to the aforementioned arrests, the Department conducted a total of 205 traffic stops during the month and logged 95 violations for various motor vehicle defects and local ordinances and issued 79 written warnings for those violations. A total of 09 parking tickets were issued for violations throughout the city.

#### **Traffic Accidents**

The Department during the month investigated a total of 08 vehicle accidents. These accidents are categorized into four types.

A.	Motor Vehicle Accidents Involving Fatalities .....	00
B.	Motor Vehicle Accidents Involving Injuries.....	02
C.	Motor Vehicle Accidents Involving Property Damage .....	05
	(greater than \$1,000.00)	
D.	Motor Vehicle Accidents Involving Property Damage .....	00
	(less than \$1,000.00)	
		<b>TOTAL 07</b>

#### **Police Service Calls**

Department members handled 599 service calls during the month. These calls consist of both citizen requests for police service as described below (518), crimes investigated (56), traffic accidents investigated (07), and Wisconsin Probation and Parole Assists (18).

A.	Traffic and Road Incidents.....	141
----	---------------------------------	-----

This category consists of all assignments involving assists to stranded motorists, directing traffic, complaints of noisy or otherwise disorderly vehicles, removing obstructions from roadways, and all parking problem complaints.

B.	Noise Complaints.....	01
----	-----------------------	----

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

C.	Sick and Injured Persons.....	12
----	-------------------------------	----

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

D.	Alarms.....	19
----	-------------	----

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.....	09
----	-----------------------------------	----

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

F.	Civil Disputes.....	09
----	---------------------	----

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

G.	Escorts.....	05
----	--------------	----

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

H. Citizen Assist .....52

This category is broad and involves such services as assistance in gas drive-off, emergency notifications, attempts to locate people, retrieval of personal property, and vehicle registration assistance.

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

Includes assistance to other law enforcement and government agencies.

J. Suspicious Person / Vehicle / Circumstance ..... 16

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

K. Self-Initiated Field Activity..... 18

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 .....04

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

M. Miscellaneous Incidents ..... 198

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

N. Welfare Checks .....29

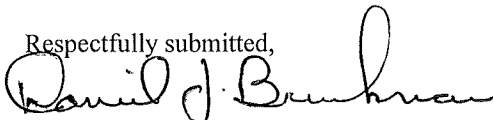
Includes calls to check on the well-being of a person who has not been heard from or seen for a period of time by family, friends, neighbors, or employers.

**TOTAL 518**

**Department Training**

The Joint SWAT Team and Dive Team completed their monthly training. Sgt. Gander completed week one of three weeks in Leadership in Police Organizations. One officer attended Leaking the Truth (recognizing deceptive behavioral clues in individuals), all department members attended First Aid/CPR Recertification, and Sgt. Investigator Deibele completed a three-day course in White Collar Crime investigations

Respectfully submitted,



Assistant Chief Daniel J. Brinkman

**BEVERAGE OPERATOR LICENSES**

1. Nickel, Brett W.
2. Russell, Nancy E.



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

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

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

April 1, 2024


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

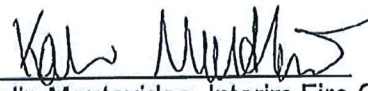
Ms. Reinhardt:


We, the undersigned, have received a request for certification of compliance for a Six Month Class B Beer license:

Aloha Classic Inc  
1028 Maple Street  
Sturgeon Bay, WI 54235  
Agent: Carl Bridenhagen  
Location: 37 West Redwood, Sturgeon Bay  
May 1, 2024 – October 31, 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

  
Kalin Montevideo, Interim Fire Chief  
City of Sturgeon Bay

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

C240319  
#2

Form  
AT-115

# Renewal Alcohol Beverage License Application

FOR CLERKS ONLY	
Municipality	City of Sturgeon Bay
License Period	05-01-24 to 10-31-24

## License(s) Requested

☐ Class "A" Beer ..... \$ \_\_\_\_\_ ☐ "Class A" Liquor ..... \$ \_\_\_\_\_

☒ Class "B" Beer ..... \$ 500 ☐ "Class B" Liquor ..... \$ \_\_\_\_\_

☐ "Class C" Wine ..... \$ \_\_\_\_\_ ☐ "Class A" Liquor (Cider Only) \$ \_\_\_\_\_

☐ Reserve "Class B" Liquor \$ \_\_\_\_\_ ☐ "Class B" (Wine Only) Winery \$ \_\_\_\_\_

License Fees	\$ 30
Publication Fee	\$ 20
Background Check	\$
<b>Total Fees</b>	<b>\$ 70</b>

## Part A: Premises/Business Information

1. Legal Business Name (registered entity name or individual's name if sole proprietorship)  
ALOHA CLASSIC INC

2. Trade Name or DBA

3. Premises Address  
~~1028 W MAPLE ST~~ 37 W REDWOOD

4. County DOOR 5. Municipality STURGEON BAY 6. Aldermanic District 5

7. Mailing Address (if different from premises address)  
1028 W MAPLE ST

8. FEIN 36-455-7832 9. Wisconsin Seller's Permit Number 456102688124063

10. Premises Phone 920-333-0347 11. Premises Email cullyb3@hotmail.com

12. Entity Type (check one)  
☐ Sole Proprietor    ☐ Partnership    ☐ Limited Liability Company    ☐ Corporation    ☒ Nonprofit Organization

13. Describe your premises in detail. Attach a floor plan if possible. If you do not want to change your premises description, use the same language previously approved by your municipality, which may be found on your most recent license certificate. Requested changes to the premises description must be approved by the municipal governing body.  
STAND, FIELD, LOT, SEATING AREA, CONCESSION STAND

## Part B: Questions

1. Have you added or removed any partners, officers, directors, or managing members since your most recent application was submitted? ..... ☐ Yes ☒ No

If yes to question 1, please list the names, titles, and phone numbers of any changed persons, and attach Form AT-103 for all NEW members.

First Name <u>CARL</u>	Last Name <u>BRIDENHAGEN</u>	<input type="checkbox"/> Add <input type="checkbox"/> Remove
Phone <u>920-333-0347</u>	Title <u>PRESIDENT</u>	
First Name	Last Name	<input type="checkbox"/> Add <input type="checkbox"/> Remove
Phone	Title	
First Name	Last Name	<input type="checkbox"/> Add <input type="checkbox"/> Remove
Phone	Title	



**Part B: Questions Cont.**

2. Has any partner, officer, director, managing member, or agent had any changes to their most recently filed Form AT-103 including updated contact information, changes in address, criminal history, interest restrictions, etc? If yes, attach a new Form AT-103 reflecting the updated information ..... ☐ Yes ☒ No
3. Does the licensee or any of its officers, directors, managing members, or agent hold any direct or indirect interest in any other alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? If yes, please explain using the space below. Attach additional sheets if necessary ..... ☐ Yes ☒ No
4. Have the partners, agent, or sole proprietor, satisfied the responsible beverage server training requirement for this license period? ..... ☒ Yes ☐ No
5. Is the person or business identified in Part A, the genuine seller of alcohol beverages and operator of the business (e.g., reporter of profit/loss from the sale of alcohol beverages on their income tax return, holder of the seller's permit for the business location, payer of employees, taxes, utilities, and other expenses for the business, etc.)? ☒ Yes ☐ No
6. Is the business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ..... ☐ Yes ☒ No
7. Does the applicant owe municipal property taxes, assessments, or other fees? ..... ☐ Yes ☒ No

**Part C: For Corporate/LLC Applicants Only:**


1. Has your designated agent changed since your most recent application? If yes, list the new agent name below and attach Form AT-103 for that person and a Form AT-104. .... ☐ Yes ☒ No
- |  |                                 |   |
|--|---------------------------------|---|
| 2. Agent Last Name<br><b>BRIDENHAGEN</b> | Agent First Name<br><b>CARL</b> | Agent Phone Number<br><b>920-333-0347</b> |
|--|---------------------------------|---|

**Part D: Attestation**

Who must sign this application?

- sole proprietor      • one general partner of a partnership      • one corporate officer      • one managing member of an LLC

**READ CAREFULLY BEFORE SIGNING:** Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 	Date <b>3/14/24</b>	
Name (Last, First, M.I.) <b>BRIDENHAGEN, CARL, R</b>		
Title <b>PRESIDENT</b>	Email <b>cullyb3@hotmail.com</b>	Phone <b>920-333-0347</b>

**Part E: For Clerk Use Only**

Date application was filed with clerk <b>3-19-24</b>	Date reported to governing body	Date provisional license issued (if applicable)
Date license granted	License number	Date license issued
Signature of Clerk/Deputy Clerk		

Form  
AT-103

## Alcohol Beverage License Application Supplemental Questionnaire

Date

3/14/24

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)

ALOHA CLASSIC INC

2. Trade Name or DBA

3. Entity Type (check one)

☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☒ Nonprofit Organization

### Part B: Individual Information

1. Name (Last, First, M.I.)

BRIDENHAGEN, CARL, R

2. Relationship to Registered Entity (Title)

PRESIDENT

3. Email

~~cullyb3~~ cullyb3@hotmail.com

4. Phone

920-333-0547

5. Home Address

1028 W MAPLE ST

6. City

STURGEON BAY

7. State

WI

8. Zip Code

54235

9. Date of Birth

01/23/1971

10. Drivers License/State ID Number

B635-1367-1023-05

11. Drivers License/State ID State of Issuance

WI

### Part C: Address History

List in chronological order your last two residence addresses within the last 5 years.

Previous Address 1

1028 W MAPLE ST,

Previous City, State, Zip

STURGEON BAY, WI, 54235

Dates (MM/YYYY - MM/YYYY)

8/2004 - 3/2024

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

THERMA TROW X

Employer's Address

1155 S WEEHAW

Dates Employed (MM/YYYY - MM/YYYY)

4/2023 - 3/2024

Employer's Name

ITASCA AUTOMATION

Employer's Address

4602 CTY T EGG HARBOR

Dates Employed (MM/YYYY - MM/YYYY)

7/2004 - 3/2023

**Part E: Criminal History**

1. Have you ever been convicted of any offenses (other than traffic offenses unrelated to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? . . . . . ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Trial Date
Penalty Imposed	Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Trial Date
Penalty Imposed	Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> 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 space below. Attach additional sheets as needed.

**Part F: Questions**

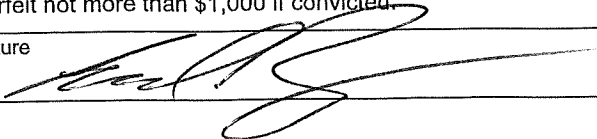
1. Have you lived in any state other than Wisconsin as an adult? If yes, please list them in the space below. If no, continue to question 2. . . . . ☐ Yes ☒ No

2. How long have you continuously lived in Wisconsin prior to the date of application?      Years 53      Months 3

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 issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature  Date 3/14/24



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

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  
☐ Village of STURGEON BAY County of DOOR  
☒ City

The undersigned duly authorized officer/member/manager of ALPHA CLASSIC INC  
(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

ALPHA CLASSIC INC  
(Trade Name)

located at WEST SIDE BALLFIELD

appoints CARL R BRIDENHAGEN  
(Name of Appointed Agent)

1028 W MAPLE ST STURGEON BAY WI 54235  
(Home Address of Appointed Agent)

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?

☐ Yes ☒ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? ☒ Yes ☐ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 53 yrs

Place of residence last year 1028 W MAPLE ST

For: ALPHA CLASSIC INC  
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]  
(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, CARL BRIDENHAGEN, 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 beverages conducted on the premises for the corporation/organization/limited liability company.

[Signature] 3/14/24 Agent's age 53  
(Signature of Agent) (Date)

1028 W MAPLE ST STURGEON BAY Date of birth 01/23/1971  
(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 \_\_\_\_\_  
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)



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

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

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

April 1, 2024

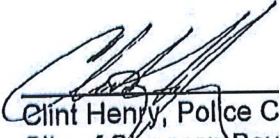
Stephanie Reinhardt  
City Clerk  
421 Michigan Street  
Sturgeon Bay, WI 54235

Ms. Reinhardt:


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

Sturgeon Bay Bass Tournament  
711 West Hickory Street  
Sturgeon Bay, WI 54235  
Agent: Gary Nault  
May 2 – 4, 2024 Sawyer Park Boat Launch (Pavillion)

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

  
Kalin Montevideo, Interim Fire Chief  
City of Sturgeon Bay

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



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](http://www.sturgeonbaywi.org)

April 8, 2024

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

Ms. Reinhardt:

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

Sturgeon Bay Visitor & Convention Bureau Inc  
36 South Third Avenue  
Sturgeon Bay, WI 54235

Event: Harmony By the Bay  
Agent: Andrea Buboltz

Dates:

6/19/24

6/26/24

7/3/24

7/10/24

7/17/24

7/24/24

7/31/24

8/7/24


8/21/24

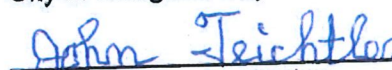
8/28/24

9/4/24

9/11/24

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

  
Kalin Montevideo, Interim Fire Chief  
City of Sturgeon Bay



City of Sturgeon Bay  
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April 1, 2024


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

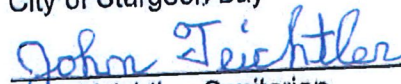
Ms. Reinhardt:

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

Open Door Pride  
P O Box 792  
Sturgeon Bay, WI 54235  
Agent: Cathy Grier  
June 29, 2024 – Martin Park

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

  
Kalin Montevideo, Interim Fire Chief  
City of Sturgeon Bay





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

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

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April 1, 2024

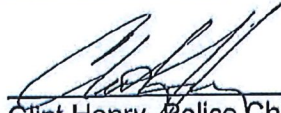
Stephanie Reinhardt  
City Clerk  
421 Michigan Street  
Sturgeon Bay, WI 54235


Ms. Reinhardt:

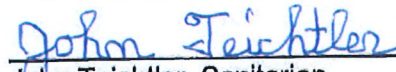
We, the undersigned, have received a request for certification of compliance for a Temporary Class B Beer and Class B Wine license:

Sturgeon Bay Breakfast Rotary Club  
P O Box 845  
Sturgeon Bay, WI 54235  
Agent: Spencer Feivor  
Location: 31 South Third Ave, Masonic Lodge  
April 13, 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

  
Kalin Montevideo, Interim Fire Chief  
City of Sturgeon Bay

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

**CITY OF STURGEON BAY****STREET CLOSURE APPLICATION**

Name of Applicant:

Destination Sturgeon Bay

Name of Event:

Harmony Bay Ty Bay

Contact Phone #:

920-743-6246

Date(s) of Event:

Wednesdays June 19<sup>th</sup> - Sept. 11<sup>th</sup>

Time:

7pm-9pm

Estimated # of Attendees:

1000

Specific Location:

Martin parkSee map attached\* Aug 26<sup>th</sup>\* Sept 4<sup>th</sup>\* Sept. 11<sup>th</sup>6pm-8pm

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

What arrangements are made for clean up?

Contract with City

Other comments or explanation:

Signature of Responsible Party:

Andrew Brown

Address:

34. S. 3<sup>rd</sup> Ave - Sturgeon Bay

Date Submitted:

3/20/24**(Street Closure applications may not be submitted/approved more than 90 days in advance of event date.)**

Approval:

Fire Chief:

Kel. M... ..

Date:

3/27/24

Police Chief:

[Signature]

Date:

4-2-24

Comm. Dev:

[Signature]

Date:

4-3-24

Streets/Parks:

[Signature]

Date:

4-4-24

City Clerk:

[Signature]

Date:

4/10/24

Finance Dir:

[Signature]

Date:

4/10/24

City Engineer:

[Signature]

Date:

4-4-24

City Admin:

Date:

4/5/24

Common Council Approval Date:

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

## HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Dated this 20 day of March, 2024.

By: [Signature] Exec-Director

By: Ana Maria Bui  
Events Director



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

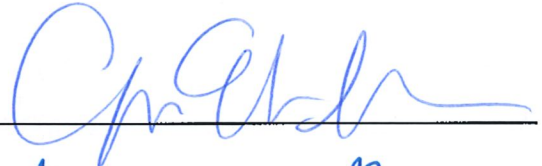
**WHEREAS** the City of Sturgeon Bay has created Section 3.035 of the Municipal Code authorizing the City Clerk - Treasurer to charge for reimbursement of legal, consulting, incidental, and special events expenses incurred on behalf of and/or for the benefit of third parties for services rendered by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

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

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

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

Dated: 03/20/2024



Dated: 2/8/2024

Anaana Bon

Company Name (if applicable): Destination Sturgeon Bay

Billing Address: 34 S. 3<sup>rd</sup> Ave

Sturgeon Bay, WI

Telephone: 920-743-6246



### 3.035 - Reimbursement of expenses.

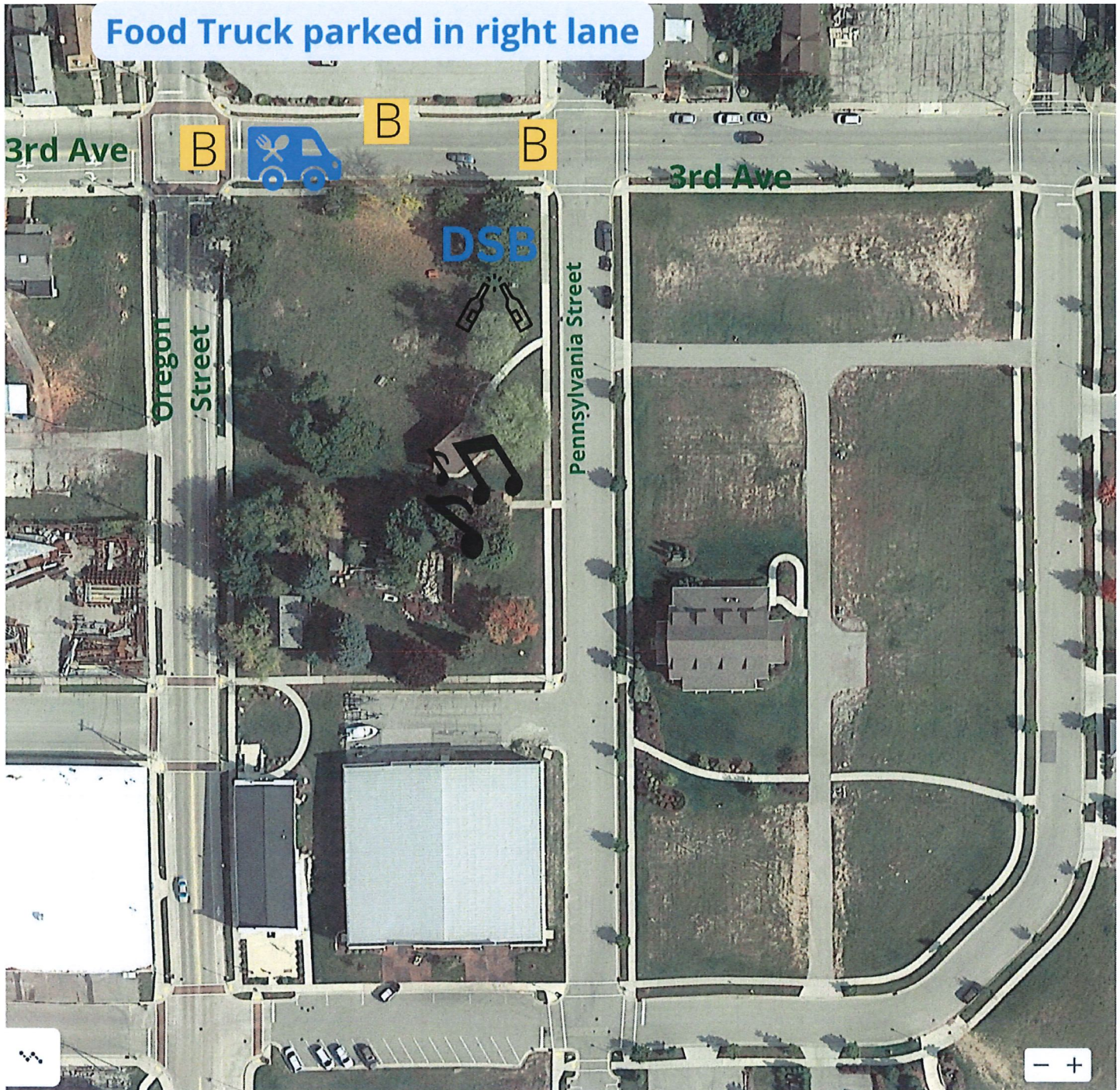
- (1) *[Authorization to charge for reimbursement.]* The city clerk-treasurer is authorized to charge for reimbursement of expenses incurred on behalf of and for the benefit of third parties for services rendered by the city. These reimbursable expenses include, but are not limited to:
- (a) *Legal,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

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

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



# 2024 Harmony By The Bay



Notes:

- Wednesday Evenings
  - June 19th-September 11th **7PM-9PM**
    - Food Truck Set by 6PM
    - No Concert August 14th
    - Aug. 28th, Sept. 4th, Sept. 11th - **Starts at 6PM**
- Wednesdays - Road Closed at 6PM (DSB)
- Wednesdays- Road Reopens at 9PM (by DSB)

**B** Barricade

**B** Barricades Needed-6





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/08/2024

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

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

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

**COVERAGES** **CERTIFICATE NUMBER:** 20240208141519974 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	A615463	07/18/2023	07/18/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	A615463	07/18/2023	07/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	A629733	07/18/2023	07/18/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	N	UB5K77609A	05/11/2023	05/11/2024

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

Harmony by the Bay  
Wednesdays June 5th- September 4th  
7PM-9PM  
Martin Park- (207 S 3rd Ave, Sturgeon Bay, WI 54235)

**CERTIFICATE HOLDER****CANCELLATION**

City of Sturgeon Bay Harmony by the Bay Concert Series 421 Michigan St Sturgeon Bay WI 54235  Fax: 920-746-2906	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

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**CITY OF STURGEON BAY**  
**STREET CLOSURE APPLICATION**

Name of Applicant: Open Door Pride

Name of Event: 8th Annual Pride Festival

Contact Phone #: 920-724-1987

Date(s) of Event: June 29, 2024 Time: 7:00AM-6:00PM

Estimated # of Attendees: 500

Specific Location: 3rd Ave Between Oregon + Pennsylvania Streets

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

What arrangements are made for clean up? Contracted with City

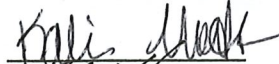

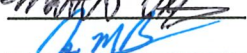
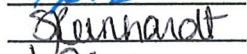

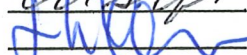


Other comments or explanation: our 8th year festival in Martin Park, street closure is safer and allows more vendors, and easier pedestrian access

Signature of Responsible Party: 

Address: 153 S 3rd Ave Sturgeon Bay, WI 54235

Date Submitted: March 26, 2024

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

Approval:	Fire Chief:	<u></u>	Date:	<u>3/21/24</u>
	Police Chief:	<u></u>	Date:	<u>4-2-24</u>
	Comm. Dev:	<u></u>	Date:	<u>4-2-24</u>
	Streets/Parks:	<u></u>	Date:	<u>4-4-24</u>
	City Clerk:	<u></u>	Date:	<u>4/10/24</u>
	Finance Dir:	<u></u>	Date:	<u>4/10/24</u>
	City Engineer:	<u></u>	Date:	<u>4-4-24</u>
	City Admin:	<u></u>	Date:	<u>4/5/24</u>

Common Council Approval Date: \_\_\_\_\_

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

## HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Dated this 26 day of March, 2024.

By: C. [Signature]

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

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

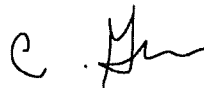
**WHEREAS** the City of Sturgeon Bay has created Section 3.035 of the Municipal Code authorizing the City Clerk - Treasurer to charge for reimbursement of legal, consulting, incidental, and special events expenses incurred on behalf of and/or for the benefit of third parties for services rendered by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

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

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

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

Dated: March 26, 2024



Dated: \_\_\_\_\_

Company Name (if applicable): Open Door Pride

Billing Address: PO Box 792

Sturgeon Bay, WI 54235

Telephone: 920-724-1987



# 2024 Pride Festival



## Notes:

- B** Barricade
  - B** Barricades Needed-6
- **Date:** June 29th
  - **Event Time:** 10AM-5PM PUBLIC / Setup 7am-6pm / Tear down
  - **Road Closed at 8AM (Open Door Pride)**
  - **Road Reopens at 6PM (Open Door Pride)**






# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/25/2024

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

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<b>PRODUCER</b>  Steve Rabach 118 N. 4th Avenue Sturgeon Bay WI 542352404	<b>CONTACT NAME:</b> Steve Rabach <b>PHONE (A/C, No, Ext):</b> 920-743-7733 <b>E-MAIL ADDRESS:</b> steve.rabach.grxn@statefarm.com <b>FAX (A/C, No):</b> <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : State Farm Fire and Casualty Company <b>NAIC #</b> 25143
<b>INSURED</b> OPEN DOOR PRIDE INC 217 N 4TH AVE STE 15 STURGEON BAY WI 542352405	<b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>


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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	99-C5-F309-5	12/11/2023	12/11/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Sturgeon Bay listed as additional insured on policy 99-C5-F309-5 for use of 3rd Ave & Martin Park on June 29, 2024.

## CERTIFICATE HOLDER

## CANCELLATION

City of Sturgeon Bay 421 Michigan ST Sturgeon Bay WI 54235	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b> <b>AUTHORIZED REPRESENTATIVE</b>  This form was system-generated on 03/25/2024
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RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Personnel Committee, hereby recommend to approve the following wage step adjustments for 1/1/2024:

2024 - RECOMMENDED STEP INCREASES			
Position	Recommend Step	Step Change	Adjustment
City Administrator	Step 16	2	\$4,128.00
Chief of Police	Step 20	3	\$5,284.00

PERSONNEL COMMITTEE  
By: Dan Williams, Chr.

RESOLVED, that the foregoing recommendation be adopted.

Dated: March 25, 2024

\*\*\*\*\*

Moved by Alderperson \_\_\_\_\_, seconded by Alderperson \_\_\_\_\_ that the said recommendation be adopted.

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

## RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend the Common Council approve the removal of the streetlight at 430 S. 3<sup>rd</sup> Avenue, Sturgeon Bay, WI.

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: April 3, 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

**Date:** March 25, 2024

**Title:** Removal of Streetlight

**Background:** The property owner of 430 S. 3<sup>rd</sup> Ave met with the Jason Beiri from Sturgeon Bay Utilities and Mike Barker from the City of Sturgeon Bay in January to discuss the process of getting a utility pole relocated. He would like to have the pole relocated so he can place a garage and small driveway on his lot. The utility pole has a streetlight mounted on it. The pole/light is at the intersection of two alleys and is shown on the attached map. The property owner is fully aware that he would be responsible for any costs associated with the relocation of the utility pole.

The property owner was told that a good starting point to have this considered would be to get letters of support from the abutting property owners who may be affected by the light removal. I have received a petition (included) which appears to be signed by the abutting property owners.

**Fiscal Impacts:** \$0. If approved, the property owner of 430 S. 3<sup>rd</sup> Avenue is aware that this is not to be funded by the City, he would be responsible to pay for the relocation.

**Recommendation:** Staff supports the relocation of the utility pole and removal of the streetlight if the property owner gets approval to build a garage and driveway which would require the relocation of the utility pole.

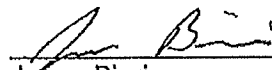
**Prepared By:**



Mike Barker  
Municipal Services Director

Date: 3/25/2024

**Reviewed By:**



Jason Bieri  
Sturgeon Bay Utilities

Date: 3/25/2024

**Reviewed By:**



Josh VanLieshout  
City Administrator

Date: 3/25/24

## Petition

We are asking the city of Sturgeon Bay permission for the removal of street light located in the alley between south 3<sup>rd</sup> Avenue and south 4<sup>th</sup> Avenue because of brightness of light in a intersection that is a alley.

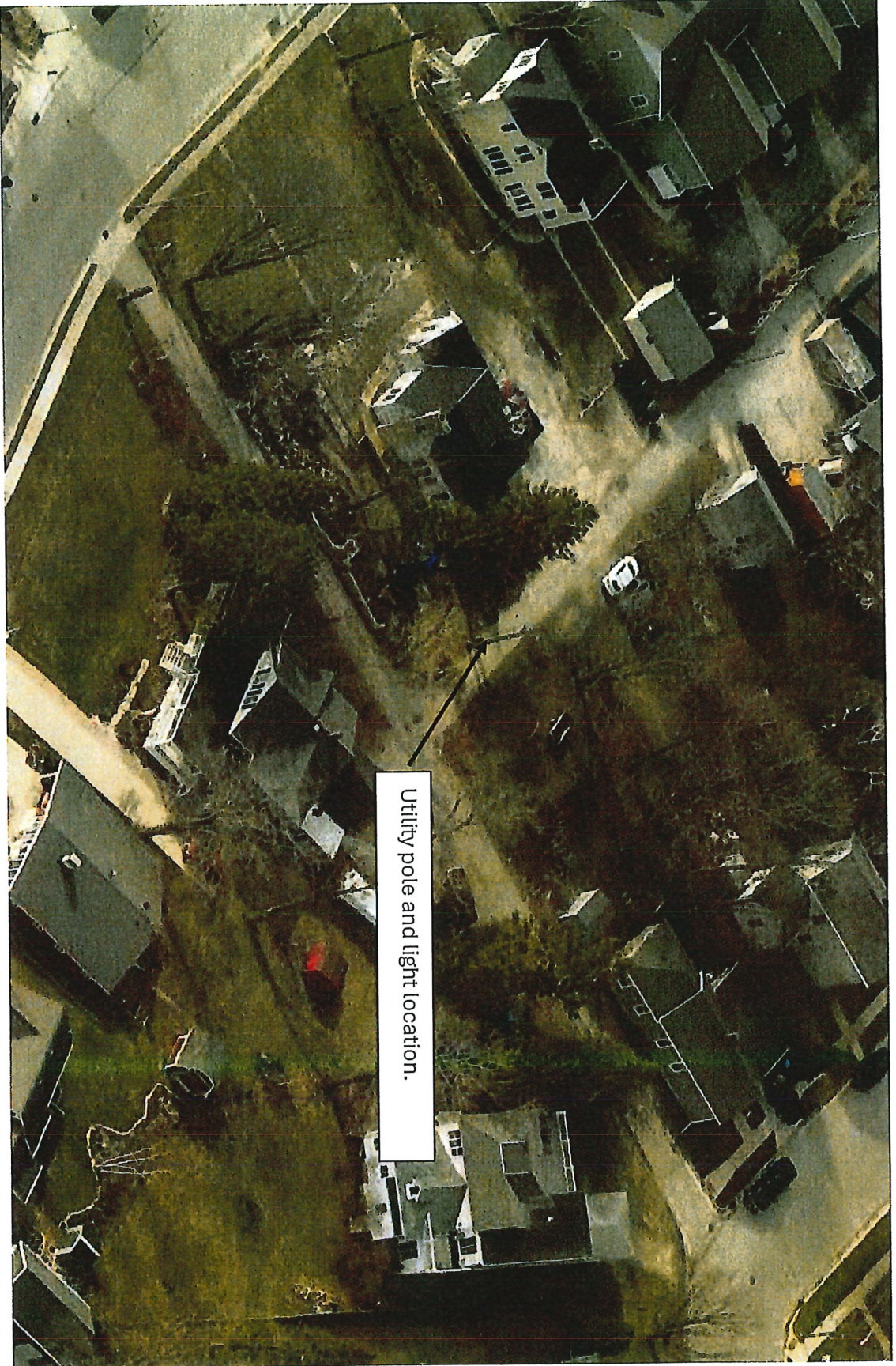
Steve L. Dave Corbisier 430 S. 3<sup>rd</sup> Ave  
(920-495-0169)

Philip James Osborne 431 S 4<sup>th</sup> Ave

Andrew M. Upstead 425 S. 4<sup>th</sup> Ave.

Paul Smith 712 Memorial Drive





Utility pole and light location.







## RESOLUTION DESIGNATING PUBLIC DEPOSITORIES

RESOLVED, the following bank institutions: Nicolet National Bank, Sturgeon Bay, Wisconsin; Associated Bank and Associated Wealth Management, Sturgeon Bay, Wisconsin; Bank of Luxemburg, Sturgeon Bay, Wisconsin; North Shore Bank, Sturgeon Bay, Wisconsin; Capital Credit Union, Sturgeon Bay, Wisconsin; Blahnik Investment Group, Inc., Sevastopol, Wisconsin; Raymond James Financial Services, Inc., Sevastopol, Wisconsin; RBC Wealth Management, Sturgeon Bay, Wisconsin; State of Wisconsin Local Government Pooled Investment Fund, Madison, Wisconsin; and the Wisconsin Investment Trust, Milwaukee, Wisconsin qualified as public depositories under Chapter 34 of the Wisconsin Statutes, shall be and are hereby designated, until further action, as public depositories for all public monies coming into the hands of the Treasurer of the City of Sturgeon Bay, Wisconsin, Door County, State of Wisconsin.

RESOLVED FURTHER that draft or order checks drawn on any one of the above named depositories shall be only as provided in Section 66.0607 of the Wisconsin Statutes; that in accordance herewith all draft or order checks shall be signed by the following persons: Mayor, City Clerk, City Treasurer, or the Deputy Clerk or Deputy Treasurer in the absence of the Mayor, Clerk or Treasurer, and shall be so honored.

RESOLVED FURTHER that any transfer orders of the above named depositories shall be signed by two of the following persons: Mayor, City Treasurer, City Clerk, Deputy Treasurer or Deputy Clerk.

RESOLVED FURTHER, that in lieu of their personal signature(s), the following facsimile signatures, which have been adopted by them as below shown

*[Note: Copy with facsimile signatures will be provided to depositories]*

may be affixed on such order check(s); that any one of the above named depositories shall be fully warranted and protected in making payment on any order check bearing such facsimile(s) notwithstanding that the same may have been placed thereon without the authority of the designated person or persons.

FURTHER RESOLVED, that a certified copy of this resolution shall be delivered to each of the above named depositories, and said depositories may rely on this resolution until changed by lawful resolution and a certified copy of such resolution has been given to the cashier of the respective above named depositories.

\* \* \* \*

Read by \_\_\_\_\_.

Moved by Alderperson \_\_\_\_\_, and seconded by Alderperson \_\_\_\_\_ that said resolution be adopted.

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.



RESOLUTION

BE IT RESOLVED, by the Common Council of the City of Sturgeon Bay, that the Peninsula Pulse is hereby designated as the official newspaper of the City of Sturgeon Bay for the year beginning May 1, 2024 and ending April 30, 2025.

\* \* \* \* \*

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

Motion made by Alderperson \_\_\_\_\_, seconded by

Alderperson \_\_\_\_\_ to adopt.

Passed by the Common Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

RESOLUTION

WHEREAS, the Common Council of the City of Sturgeon Bay has determined that it is in the best interests of the City of Sturgeon Bay to increase the Sidewalk Café Permit Fee without alcohol.

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

Sidewalk Café Permit without alcohol	\$110.00
--------------------------------------	----------

\* \* \* \* \*

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

Moved by Alderperson \_\_\_\_\_, seconded by Alderperson \_\_\_\_\_, that said resolution be adopted.

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

## **Executive Summary**

**Title:** Sidewalk Café Permit Fee

**Background:** City staff have recently been reviewing the Sidewalk Café ordinance and policy. On March 6, 2024, the recommended changes were before the Community Protection and Services (CP&S) Committee and the fees for the permit were discussed. With the added clarifications to the ordinance/ policy the understanding is that City Staff will be spending more time reviewing these permit applications. It was recommended to the Finance Committee by the CP&S Committee to review the fee for Sidewalk Café permits. Currently if an establishment requesting a Sidewalk Café permit does not serve alcohol, the fee is \$55. If the establishment does serve alcohol the fee is \$220.

The four main departments that deal with these permits (Fire Department, City Clerk, Community Development, and Public Works) collectively spend approximately 3 hours per permit. The number of hours includes administering the policy/ordinance and any enforcement after the fact. The estimated cost for City review would be \$155.00.

At the CP&S meeting, it was recommended that if the City was going to increase the permit fee, to not increase it to be higher than the violation fine. That way the number of violators does not increase due to the reduced cost of the fine versus the permit. This type of violation would fall under “general penalties” so there is no specific amount, rather it is a range of \$1-\$200. Per 25.04(1)(a) of the Municipal Code, the violator will pay not more than \$200 per day of the offense. Unless there is a one-day event where a sidewalk café permit could be applied for, there is not much incentive for a business to operate without a permit and potentially also risk their alcohol license due to the violations. Therefore, the fee should be set based upon actual staff expense to administer the code and not based upon the potential fine.

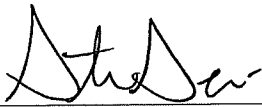
Additionally, City Staff debated combining the two fees into one, however the members of the CP&S committee were not supportive of that change. The time commitment to administer and enforce sidewalk café policy/ordinance is similar for those serving alcohol vs. those that do not. However, the establishments serving alcohol tend to be larger and take longer to review. Therefore, there is a somewhat justifiable reason to have separate fees.

**Fiscal Impact:** If the fee were to increase, the added cost would account for additional staff time reviewing applications. Therefore, the impact should be cost neutral.

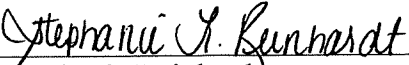
### **Options:**

1. Increase one or both fees for Sidewalk Café Permits.
2. Decrease one or both fees for Sidewalk Café Permits.
3. Leave the fees for Sidewalk Café Permits as is (\$55 without alcohol and \$220 with alcohol)
4. Combine the two separate fees for establishments with or without alcohol into one fee.


**Recommendation:** Staff recommends increasing the annual Sidewalk Café permit fee to \$110 for establishments that do not serve alcohol and leaving the fee at \$220 for those serving alcohol.

Prepared by:   
Stephanie Servia  
Planner/ Zoning Administrator

3-21-2024  
Date

Reviewed by:   
Stephanie Reinhardt  
City Clerk

3-21-2024  
Date

Reviewed by:   
Mike Barker  
Municipal Services Director

3-21-2024  
Date



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

Phone: 920.746.2820  
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sbunet.com

Shared strength through  WPPI Energy

DATE: April 16, 2024

TO: Sturgeon Bay City Council

FROM: Jim Stawicki, SBU General Manager

SUBJ: RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$2,587,543 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2024, AND PROVIDING FOR OTHER DETAILS AND COVENANTS WITH RESPECT THERETO, AND APPROVAL OF RELATED \$4,312,572 FINANCIAL ASSISTANCE AGREEMENT

SBU operates a wastewater treatment facility which has been in existence for decades but whose most recent major upgrade occurred in 1980. While these facilities are exceptionally well-maintained and meet the current operating requirements of our WPDES permit, replacements and upgrades are necessary to meet future permit standards and to achieve certain operational efficiencies.

At its meetings on July 18, 2023 and August 15, 2023, the Sturgeon Bay City Council adopted resolutions that expressed the City/SBU's intent to reimburse expenditures for certain capital projects with debt proceeds.

Specifically, the projects to be financed with these revenue bonds include the construction of a biosolids storage facility at the County landfill site as well as construction of an ultraviolet disinfection system, including covers on the final clarifiers, for the effluent stream at our wastewater treatment facility.

The DNR's Clean Water Fund (CWF) program is providing the funds to complete these capital projects and the debt to be assumed by SBU will be serviced from its wastewater utility revenues. Terms of the debt are quite favorable to our ratepayers with 40% principal forgiveness and an interest rate of 1.287% over the 20-year term of the loan. Please note that no General Obligation debt is involved with this transaction.

While two separate loans were originally contemplated to fund these projects, we have since consolidated the projects into one loan in order to reduce our bond issuance costs.

The resolution under consideration has been vetted by the Finance Committee at its meeting on April 9, 2024 with a recommendation to the City Council for approval of the

Resolution, Financial Assistance Agreement, and associated documents to be executed by the Mayor and City Clerk.

SBU has not assumed any debt in the last twenty years, but additional major capital improvements are in the planning stages under the purview of our Utility Commission. Financing for these future projects will likely to be pursued via the CWF program given the favorable terms that are available.

Thank you for your consideration of this matter and please don't hesitate to contact me if you have any questions.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE ISSUANCE AND  
SALE OF UP TO \$2,587,543 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2024,  
AND PROVIDING FOR OTHER DETAILS AND  
COVENANTS WITH RESPECT THERETO

WHEREAS, the City of Sturgeon Bay, Door County, Wisconsin (the "Municipality") owns and operates a sewerage system (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Clean Water Fund Program Project No. 4027-02 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. S-2023-0089 and dated May 11, 2023 by the DNR; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell sewerage system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, no bonds or obligations payable from the revenues of the System are now outstanding.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" means Section 66.0621, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;
- (c) "Bonds" means the \$2,587,543 Sewerage System Revenue Bonds, Series 2024, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;
- (d) "Bond Year" means the twelve-month period ending on each May 1;

(e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;

(f) "Debt Service Fund" means the Debt Service Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;

(g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;

(h) "Fiscal Year" means the twelve-month period ending on each December 31;

(i) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;

(j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from sewerage charges imposed by the Municipality, all payments to the Municipality under any wastewater treatment service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees, any tax incremental district revenues or other revenues of the Municipality pursuant to Section 9 appropriated by the Governing Body to the System, and any special assessments levied and collected in connection with the Project;

(k) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(l) "Municipality" means the City of Sturgeon Bay, Door County, Wisconsin;

(m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

(n) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(o) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

(p) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date; and

(q) "System" means the entire sewerage system of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission,



treatment and disposal of domestic and industrial sewerage and waste, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such sewerage system and including all appurtenances, contracts, leases, franchises, and other intangibles.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the System up to the sum of \$2,587,543; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Clean Water Fund Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Sewerage System Revenue Bonds, Series 2024" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 1.287% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on November 1, 2024 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by electronic transfer or by check or draft of the Municipality (as directed by the registered owner) and if by check or

draft, mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter created and established, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Bonds and Parity Bonds, certain funds of the System are hereby created and established which shall be used solely for the following respective purposes:

- (a) Revenue Fund, into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Debt Service Fund and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.
- (b) Operation and Maintenance Fund, which shall be used for the payment of Current Expenses.
- (c) Debt Service Fund, which shall be used for the payment of the principal of, premium, if any, and interest on the Bonds and Parity Bonds as the same becomes due, and which may contain a Reserve Account established by a future resolution authorizing the issuance of Parity Bonds to secure such Parity Bonds.
- (d) Surplus Fund, which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the Bonds and Parity Bonds when the Debt Service Fund shall be insufficient for such purpose, and thereafter shall be disbursed as follows: (i) at any time, to remedy any deficiency in any of the Funds provided in this Section 6 hereof; and (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts created herein or to reimburse the general fund of the Municipality for advances made by the Municipality to the System.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);
- (b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source), and any amount required by a future resolution authorizing the issuance of Parity Bonds to fund a Reserve Account established therein; and
- (c) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (c) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures, and to fund the Reserve Account as required in connection with future Parity Bonds.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created (except the Sewerage System CWFP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing sewerage services for public purposes shall be charged against the Municipality and shall be paid in monthly installments as the service

accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Clean Water Fund Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as a

registered municipal advisor, an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may calculate would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Clean Water Fund Program for the purchase price of up to \$2,587,543 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Sewerage System CWFP Project Fund." The Sewerage System CWFP Project Fund shall be used solely for the purpose of paying the costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Sewerage System CWFP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of

the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be



made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Clean Water Fund Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Clean Water Fund Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Conflicting Resolutions. All ordinances, resolutions, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage.

Passed: April 16, 2024

Approved: April 16, 2024

---

David J. Ward  
Mayor

Attest:

---

Stephanie L. Reinhardt  
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED  
NO. \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF WISCONSIN  
DOOR COUNTY  
CITY OF STURGEON BAY

REGISTERED  
\$ \_\_\_\_\_

SEWERAGE SYSTEM REVENUE BOND, SERIES 2024

Final  
Maturity Date

May 1, 2044

Date of  
Original Issue

\_\_\_\_\_, 20\_\_

REGISTERED OWNER: STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

FOR VALUE RECEIVED the City of Sturgeon Bay, Door County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2025 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 1.287% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2024.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2025 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at One and 287/1000ths percent (1.287%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date (as directed by the registered owner) and if by check or draft, mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

This Bond shall not be redeemable prior to its maturity, except with the consent of the registered owner.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Sewerage System of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted April 16, 2024, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$2,587,543 Sewerage System Revenue Bonds, Series 2024; and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues of the Sewerage System of the Municipality (the "Utility"). This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF STURGEON BAY,  
WISCONSIN

(SEAL)

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

By: \_\_\_\_\_  
Stephanie L. Reinhardt  
City Clerk

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

\_\_\_\_\_

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

\_\_\_\_\_

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

\_\_\_\_\_



SCHEDULE A

\$2,587,543

CITY OF STURGEON BAY, WISCONSIN  
SEWERAGE SYSTEM REVENUE BONDS, SERIES 2024

<u>Amount of Disburse- ment</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>

# SCHEDULE A (continued)

## PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2025	\$114,266.07
May 1, 2026	115,736.67
May 1, 2027	117,226.20
May 1, 2028	118,734.91
May 1, 2029	120,263.02
May 1, 2030	121,810.81
May 1, 2031	123,378.51
May 1, 2032	124,966.40
May 1, 2033	126,574.71
May 1, 2034	128,203.73
May 1, 2035	129,853.71
May 1, 2036	131,524.93
May 1, 2037	133,217.66
May 1, 2038	134,932.17
May 1, 2039	136,668.74
May 1, 2040	138,427.67
May 1, 2041	140,209.23
May 1, 2042	142,013.73
May 1, 2043	143,841.45
May 1, 2044	145,692.68

State of Wisconsin  
Department of Natural Resources  
Bureau of Community Financial Assistance  
101 South Webster Street, 2nd Floor  
PO Box 7921  
Madison, Wisconsin 53707-7921

Financial Assistance Agreement  
Clean Water Fund Program  
Form 8700-214A rev 07/23

STATE OF WISCONSIN CLEAN WATER FUND PROGRAM  
FINANCIAL ASSISTANCE AGREEMENT WITH PRINCIPAL FORGIVENESS

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STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES  
DEPARTMENT OF ADMINISTRATION

and

CITY OF STURGEON BAY

---

\$4,312,572 With up to \$1,725,029 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

---

Dated as of May 8, 2024

---

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Clean Water Fund Program. This agreement is awarded pursuant to ss. 281.58 and 281.59, Wis. Stats. The purpose of this agreement is to award financial assistance from the Clean Water Fund Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Clean Water Fund Program.

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Municipal Identification No. 15281  
Clean Water Fund Program Project No. 4027-02

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EXHIBIT D	OPERATING CONTRACTS
EXHIBIT E	UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)
EXHIBIT F	PROJECT MANAGER SUMMARY PAGE

WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated May 8, 2024, between the STATE OF WISCONSIN Clean Water Fund Program (the "CWFP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.58 and 281.59, Wis. Stats., as amended (the "Statute"), and the City of Sturgeon Bay, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Water Quality Act of 1987 (the "Water Quality Act"), requires each state to establish a water pollution control revolving fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by Title VI of the Water Quality Act; and

WHEREAS, the State of Wisconsin, pursuant to the Statute, established the CWFP to be used in part for purposes of the Water Quality Act; and

WHEREAS, the State of Wisconsin, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the CWFP; and

WHEREAS, DNR and DOA have the joint responsibility to provide CWFP financial assistance to municipalities for the construction of eligible wastewater pollution abatement projects, all as set forth in the Statute; and

WHEREAS, the Municipality submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application and determined the Application meets the criteria for Project eligibility based on water quality and public health requirements established in applicable state statutes and regulations; and

WHEREAS, DNR determined that the Municipality and the Project are eligible for financial assistance pursuant to s. 281.58(7)(b), Wis. Stats.; and

WHEREAS, DOA determined the CWFP will provide financial assistance to the Municipality by making a loan (the "Loan") under s. 281.59(9), Wis. Stats., for the purposes of that subsection, and providing principal forgiveness; and

WHEREAS, the Municipality pledged the security, if any, required by DOA, and the Municipality demonstrated to the satisfaction of DOA the financial capacity to ensure sufficient revenues to operate and maintain the Project for its useful life and to pay debt service on the obligations it issues for the Project; and

WHEREAS, the Municipality certifies to the CWFP that it has created a dedicated source of revenue, which may constitute taxes levied by the Municipality for repayment of the Municipal Obligations; and

WHEREAS, the Municipality obtained DNR approval of facility plans or engineering reports and plans and specifications for the Project, subject to the provisions of applicable State environmental standards set forth in law, rules, and regulations;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the CWFP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:



ARTICLE I  
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the Federal Water Pollution Control Act, 33 U.S. Code §§1250 et seq., as amended.

"American Iron and Steel" means the requirements contained in section 608 of the Act.

"Application" means the written application of the Municipality dated September 29, 2023, for financial assistance under the Statute.

"Bonds" means bonds or notes issued by the State pursuant to the Program Resolution, all or a portion of the proceeds of which shall be applied to make the Loan.

"Build America, Buy America" means Title IX of the Infrastructure Investment and Jobs Act, Publ. L. No. 117-58, §§ 70901-52.

"Business Day" means any day on which State offices are open to conduct business.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to the Statute, and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by Title VI of the Water Quality Act.

"FAA" means this Financial Assistance Agreement.

"Fees and Charges" means the costs and expenses of DNR and DOA in administering the CWFP.

"Final Completion" means the Project construction is complete, DNR or agents thereof have certified that the Project was constructed according to DNR approved Plans and Specifications and that the facilities are operating according to design, and DNR has completed all necessary Project closeout procedures.

"Financial Assistance" means any proceeds provided under this Financial Assistance Agreement in the form of a Loan of which part of the Loan principal will be forgiven.

"Financial Assistance Agreement" means this Financial Assistance Agreement between the CWFP by DNR, DOA, and the Municipality, as the same may be amended from time to time in accordance with Section 6.04 hereof.

"Loan" means the loan or loans made by the CWFP to the Municipality of which a portion of the principal will be forgiven pursuant to this FAA.

"Loan Disbursement Table" means the table with columns for inserting the following information for the portion of the Loan which is to be repaid with interest:

- (a) amount of each disbursement,
- (b) date of each disbursement,
- (c) the series of Bonds from which each disbursement is made,
- (d) principal amounts repaid, and
- (e) outstanding principal balance.

"Municipal Obligation Counsel Opinion" means the opinion of counsel satisfactory to DOA, issued in conjunction with the Municipal Obligations, stating that:

- (a) this FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and this FAA has been duly executed and delivered by the Municipality;
- (b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the CWFP;
- (c) each of this FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);
- (d) the Municipal Obligations constitute special obligations of the Municipality secured as to payment of principal, interest, and redemption price by the pledged revenues as set forth therein;
- (e) interest on the Municipal Obligations is not included in gross income of the owners thereof for federal income taxation purposes under existing laws, regulations, rulings, and judicial decisions;
- (f) the Municipal Obligations are not "arbitrage bonds" within the meaning of Section 148 of the Code and the arbitrage regulations; and
- (g) the Municipal Obligations are not "private activity bonds" as defined in Section 141(a) of the Code.

"Municipal Obligation Resolution" means that action taken by the governing body of the Municipality authorizing the issuance of the Municipal Obligations.

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the CWFP, a specimen copy of which is included in the Municipal Obligations transcript in exchange for the portion of the Loan which is not subject to Principal Forgiveness.

"Municipality" means the City of Sturgeon Bay, a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

"Parallel Cost Percentage" means the proportion of Project Costs eligible for below-market-rate financing relative to the total Project Costs eligible for CWFP financing.

"Parity Obligations" means any obligations issued on a parity with the Municipal Obligations pursuant to the restrictive provisions of Section 11 of the Municipal Obligation Resolution.

"Plans and Specifications" means the Project design plans and specifications assigned No. S-2023-0089, approved by DNR on May 11, 2023, as the same may be amended or modified from time to time in accordance with this FAA.

"Principal Forgiveness" means Financial Assistance received in the form of forgiveness of Loan principal pursuant to the Act, Regulations, and this FAA of which no repayment thereof shall be required except as may be required pursuant to the Act, Statute, Regulations, or this FAA. The total amount of principal forgiveness available for this Project as of the date of this FAA is \$1,725,029. The applicable percentage of general principal forgiveness for this Project, as shown on the Final Funding List, is 40%.

"Program Resolution" means the Amended and Restated Program Resolution for State of Wisconsin Environmental Improvement Fund Revenue Obligations adopted by the State of Wisconsin Building Commission, as such may from time to time be further amended or supplemented by Supplemental Resolutions in accordance with the terms and provisions of the Program Resolution.

"Progress Payments" means payments for work in place and materials or equipment that have been delivered or are stockpiled in the vicinity of the construction site. This includes payments for undelivered, specifically manufactured equipment if: (1) designated in the specifications, (2) could not be readily utilized or diverted to another job, and (3) a fabrication period of more than 6 months is anticipated.

"Project" means the project assigned CWFP Project No. 4027-02 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter for the Plans and Specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

"Project Costs" means the costs of the Project that are eligible for financial assistance from the CWFP under the Statute, which are allowable costs under the Regulations, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means the Act; chs. NR 108, NR 110, NR 150, NR 151, NR 162, and NR 216, Wis. Adm. Code, the regulations of DNR; and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Act, as such may be adopted or amended from time to time.

"SDWLP" means the State of Wisconsin Safe Drinking Water Loan Program, established pursuant to ss. 281.59 and 281.61, Wis. Stats.

"Servicing Fee" means any servicing fee that may be imposed by DNR and DOA pursuant to s. 281.58(9)(d), Wis. Stats., which shall cover the estimated costs of reviewing and acting upon the Application and servicing this FAA, and which the Municipality is obligated to pay as set forth in Section 3.04 hereof.

"Sewer Use Ordinance" means the ordinance (or other legislative enactments) meeting the requirements of the Regulations and enacted and enforced in each jurisdiction served by the Project.

"Sewerage System" means the entire sewerage system of the Municipality, specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment, and disposal of domestic and industrial sewerage and waste.

"State" means the State of Wisconsin.

"Statute" means ss. 281.58 and 281.59, Wis. Stats., as amended.

"Substantial Completion" means the date on which construction of the Project is sufficiently complete in accordance with the contract documents so that the owner can occupy and utilize the Project for its intended use.

"Supplemental Resolution" shall have the meaning set forth in the Program Resolution.

"Trustee" means the trustee appointed by the State pursuant to the Program Resolution and any successor trustee.

"User Charge System" means a system of charges meeting the requirements of s. NR 162.08, Wis. Adm. Code.

"User Fees" means fees charged or to be charged to users of the Project or the Sewerage System of which the Project is a part pursuant to a User Charge System or otherwise.

"Water Quality Act" means the federal Water Quality Act of 1987, as amended.

"WPDES Permit" means a Wisconsin Pollutant Discharge Elimination System permit issued under ch. 283, Wis. Stats.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA, nor shall they affect its meaning, construction, or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear. The term "hereafter" means after and the term "heretofore" means before the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II  
REPRESENTATIONS

Section 2.01. Representations of the CWFP The CWFP represents and warrants as follows:

- (a) The State is authorized to issue the Bonds in accordance with the Statute and the Program Resolution and to use the proceeds thereof to provide funds for the Financial Assistance provided to the Municipality to undertake and complete the Project.
- (b) The CWFP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (c) The CWFP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).
- (d) Pursuant to the Statute, the CWFP is authorized to execute and deliver this FAA and to take actions and make determinations that are required of the CWFP under the terms and conditions of this FAA.
- (e) The execution and delivery by the CWFP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the CWFP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the CWFP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (f) To the knowledge of the CWFP, there is no action, suit, proceeding, or investigation at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the CWFP, or, to the knowledge of the CWFP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

Section 2.02. Representations of the Municipality The Municipality represents, and warrants as of the date of this FAA, and with respect to paragraphs (n), (s), and (u), covenants throughout the term of this FAA, as follows:

- (a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:
  - (1) conduct its business and own its properties,
  - (2) enter into this FAA,
  - (3) adopt the Municipal Obligation Resolution,
  - (4) issue and deliver the Municipal Obligations to the CWFP as provided herein, and
  - (5) carry out and consummate all transactions contemplated by each of the aforesaid documents.
- (b) The Municipality's Project is a project that is necessary to prevent the applicant from significantly exceeding an effluent limitation contained in its WPDES Permit (compliance maintenance).

(c) With respect to the issuance of the Municipal Obligations, the Municipality has complied with the Municipal Obligation Resolution and with all applicable laws of the State.

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of \$2,587,543 and authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.

(e) This FAA and the Municipal Obligations have each been duly authorized, executed, and delivered, and constitute legal, valid, and binding obligations of the Municipality, enforceable in accordance with their respective terms.

(f) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the Municipality, or, to the knowledge of the Municipality, any basis therefor:

(1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;

(2) seeking to prohibit, restrain, or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;

(3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.

(g) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA, the issuance and delivery of the Municipal Obligations, the adoption of the Municipal Obligation Resolution, and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.

(h) The Municipal Obligations constitute validly-issued legally-binding special obligations of the Municipality secured as set forth therein.

(i) The resolutions of the Municipality accepting the Financial Assistance and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

(j) The Municipality has full legal right and authority, and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals that are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date



hereof to own the Project, carry on its activities relating thereto, undertake and complete the Project, and carry out and consummate all transactions contemplated by this FAA.

(k) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments in respect to the issuance and sale of the Municipal Obligations and the making of the Loan under this FAA.

(l) The Project is eligible under s. 281.58(7), Wis. Stats., for financing from the CWFP, and the Project Costs are equal to or in excess of the principal amount of the Municipal Obligations. The Project has satisfied the requirements of the State Environmental Review Procedures (SERP) contained in the Regulations. Portions of the Project that are ineligible for financing from the CWFP are listed within the Project Manager Summary Page attached hereto as Exhibit F. The Municipality intends the Project to be eligible under the Statute throughout the term of this FAA.

(m) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance from the CWFP under the Statute. All proceeds of any borrowing of the Municipality that have been spent and are being refinanced with the proceeds of the Financial Assistance made hereunder have been spent on eligible Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Financial Assistance shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(n) The Project is and shall remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof.

(o) The Municipality does not intend to lease the Project or enter into a long-term contract for operation of the Project except as set forth in Exhibit D.

(p) The Municipality shall not take or omit to take any action which action or omission shall in any way cause the proceeds of the Bonds to be applied in a manner contrary to that provided in the Program Resolution.

(q) The Municipality has not taken and shall not take any action, and presently knows of no action that any other person, firm, or corporation has taken or intends to take, that would cause interest on the Municipal Obligations to be includable in the gross income of the owners of the Municipal Obligations for federal income tax purposes. The representations, certifications, and statements of reasonable expectation made by the Municipality as referenced in the Municipal Obligation Counsel Opinion and No Arbitrage Certificate are hereby incorporated by this reference as though fully set forth herein.

(r) Other than (1) "preliminary expenditures" as used in Treas. Regs. 26 CFR 1.150-2 in an amount not exceeding 20% of the principal amount of the Municipal Obligations, or (2) an amount not exceeding the lesser of \$100,000 or 5% of the principal amount of the Municipal Obligations, all of the proceeds of the Bonds loaned to the Municipality (other than refunding proceeds, if any) shall be used for Project Costs paid by the Municipality subsequent to a date which is 60 days prior to the date on which the Municipality adopted a reimbursement resolution pursuant to Treas. Regs. 26 CFR 1.150-2 stating its intent to reimburse other funds of the Municipality used to finance the Project, or subsequent to the issuance date of the Municipal Obligations.

(s) The Municipality represents that it has satisfied and shall continue to satisfy all the applicable requirements in s. 281.58, Wis. Stats., and ch. NR 162, Wis. Adm. Code.

(t) The Municipality has adopted a rate, charge, or assessment schedule that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

(u) The Municipality is in substantial compliance and shall remain in substantial compliance with all applicable conditions, requirements, and terms of any financial assistance previously awarded through the federal construction grants program, the Wisconsin Fund construction grants program, the CWFP, or the SDWLP.

(v) The Municipality has met all terms and conditions contained within and received DNR approval for the Municipality's Plans and Specifications for the Project described in the definitions hereof.

(w) The Municipality represents that it submitted to DNR a bid tabulation for the Project with a recommendation to DNR for review and concurrence. The expected Substantial Completion date of the Project is January 16, 2025.

(x) The Municipality acknowledges that s. 281.59(11)(b), Wis. Stats., and the Program Resolution provide that, if the Municipality fails to repay the Loan when due, the State shall recover amounts due the CWFP by deducting those amounts from any State payments due the Municipality. State aids information is available on: the Wisconsin Department of Revenue's website at <https://www.revenue.wi.gov/Pages/Report/Shared-Revenue-Estimates.aspx>, and the Wisconsin Department of Transportation's website at <https://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/gta.aspx>.

The Municipality acknowledges that s. 70.60, Wis. Stats., and the Program Resolution provide that, if the Municipality fails to repay the Loan when due, the State shall recover amounts due the CWFP by adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located.

(y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect User Fees from the operation of the Municipality's Sewerage System or, in the case of a joint utility system, to bill the users of the Municipality's Sewerage System directly.

(z) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(aa) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

(bb) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of \$4,312,572 with Principal Forgiveness of \$1,725,029 for payment of Project Costs.

ARTICLE III  
LOAN PROVISIONS

Section 3.01. Loan Clauses

(a) Subject to the conditions and in accordance with the terms of this FAA, the CWFP hereby agrees to make the Loan and the Municipality agrees to accept the Loan. As evidence of the portion of the Loan made to the Municipality remaining subsequent to the Principal Forgiveness, the Municipality hereby agrees to sell to the CWFP Municipal Obligations in the aggregate principal amount of \$2,587,543. The CWFP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

(b) Prior to disbursement, Loan proceeds shall be held by the CWFP or by the Trustee for the account of the CWFP. Earnings on undisbursed Loan proceeds shall be for the account of the CWFP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.06 hereof.

(c) The Loan shall bear interest at the rate of one and 287/1000ths percent (1.287 %) per annum, and interest shall accrue and be payable only on Loan principal amounts actually disbursed on the Municipal Obligations, from the date of disbursement until the date such amounts are repaid or forgiven.

(d) Disbursements of Financial Assistance shall generally be made: first, in the form of a Loan disbursement on the Municipal Obligations, which must be at least 5% of the Municipal Obligation amount or an excess of \$50,000, whichever is less; second, in the form of Loan disbursements that include the applicable percentage of Principal Forgiveness up to \$1,725,029; and third, if the Principal Forgiveness cap has been reached, in the form of Loan disbursements on the Municipal Obligations. Principal Forgiveness will be applied at the time of Loan disbursement.

(e) The Municipal Obligations shall include the Loan Disbursement Table. The actual dates of disbursements shall be reflected as part of the Municipal Obligations. DOA shall make entries as each disbursement is made and as each principal amount is repaid; the CWFP and the Municipality agree that such entries shall be mutually binding.

(f) Upon Final Completion of the Project, DOA may request that the Municipality issue substitute Municipal Obligations in the aggregate principal amount equal to the outstanding principal balance of the Municipal Obligations.

(g) The Municipality shall deliver, or cause to be delivered, a Municipal Obligation Counsel Opinion to the CWFP concurrently with the delivery of the Municipal Obligations.

Section 3.02. Municipal Obligations Amortization Principal and interest payments on the Municipal Obligations shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Municipal Obligations is disbursed and that the full amount of Principal Forgiveness available is applied to the Loan on May 8, 2024. It is understood that the actual amounts of the Municipality's Municipal Obligations payments shall be based on the actual dates and amounts of disbursements on the Municipal Obligations. Notwithstanding the foregoing or anything in the Municipal Obligations, the Municipal Obligations shall be for no longer than twenty (20) years from the date of this FAA and shall mature and be fully amortized not later than twenty (20) years after the original issue date of the Municipal Obligations. Repayment of principal on the Municipal Obligations shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

Section 3.03. Type of Municipal Obligation and Security The Municipality's obligation to meet annual debt service requirements on the Municipal Obligations shall be a revenue obligation evidenced by issuance of revenue bonds pursuant to s. 66.0621, Wis. Stats. The security for the Municipality's obligation shall be a pledge of revenues to be derived from the Municipality's Sewerage System, and the Municipality shall agree that, if revenues from the Sewerage System are insufficient to meet annual debt service requirements, the Municipality shall purchase sewerage services in amounts sufficient to meet annual debt service requirements as provided in and set forth in Section 9 of the Municipal Obligation Resolution. The annual revenues net of all current expenses shall be equal to not less than the annual principal and interest requirements on the Municipal Obligations, any Parity Obligations, and any other debt obligations payable from the revenues of the Sewerage System then outstanding, times the greater of (i) 110 percent or (ii) the highest debt service coverage ratio required with respect to any Parity Obligations, or any other debt obligations payable from the revenues of the Sewerage System then outstanding. As of the date of this FAA, the required debt service coverage ratio is 110 percent; however, this percentage is subject to change as outlined in the prior sentence. The Municipal Obligations are also secured as provided in Section 3.08 hereof.

Section 3.04. Other Amounts Payable The Municipality hereby expressly agrees to pay to the CWFP:

- (a) such Servicing Fee as the CWFP may impose pursuant to s. 281.58(9)(d), Wis. Stats., which shall be payable in semiannual installments on each interest payment date; such a Servicing Fee shall be imposed upon the Municipality after approval of a future Biennial Finance Plan by the State of Wisconsin Building Commission which contains a Servicing Fee requirement, schedule, and amount; and
- (b) the Municipality's allocable share of the Fees and Charges as such costs are incurred. Allocable share shall mean the proportionate share of the Fees and Charges based on the outstanding principal of the Loan.

Amounts paid by the Municipality pursuant to this Section 3.04 shall be deposited in the Equity Fund established pursuant to the Program Resolution.

Section 3.05. Sale and Redemption of Municipal Obligations

- (a) Municipal Obligations may not be prepaid without the prior written consent of the CWFP. The CWFP has sole discretion to withhold such consent.
- (b) The Municipality shall pay all costs and expenses of the CWFP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the CWFP and any investment losses incurred or sustained by the CWFP resulting directly or indirectly from any such prepayment.
- (c) Subject to subsection (a), the Municipality may prepay the Municipal Obligations with any settlements received from any third party relating to the design or construction of the Project.
- (d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations.

Section 3.06. Disbursement of Financial Assistance

- (a) Under this FAA, Financial Assistance shall be drawn in the order specified in Section 3.01(d) of this document.

(b) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement of Financial Assistance is requested have been incurred by the Municipality.

(c) The CWFP, through its agents or Trustee, plans to make disbursements of Financial Assistance on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.

(d) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.

(1) If the Financial Assistance is not yet fully disbursed, and CWFP funds were previously disbursed for costs not eligible for CWFP funding or not eligible under this FAA, the CWFP shall make necessary adjustments to future disbursements.

(2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for CWFP funding or not eligible under this FAA, the Municipality agrees to repay to the CWFP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA. The CWFP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding Loan principal balance available to which the recovery may be applied).

(e) The CWFP or its agent shall disburse Financial Assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers.

(f) Disbursement beyond ninety-five percent (95%) of the Financial Assistance, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:

(1) DNR is satisfied that the Project has been completed in accordance with the Plans and Specifications, DNR has approved all change orders relating to the Project, and DNR has determined that the Project is in compliance with the Municipality's WPDES Permit;

(2) the Municipality certifies to DNR its acceptance of the Project from its contractors;

(3) the Municipality certifies in writing to DNR its compliance with applicable federal requirements (certification must be as prescribed on Exhibit C); and

(4) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA.

(g) Treas. Regs. 26 CFR § 1.148-6(d)(1)(iii) applies to project expenditures. It states, in part, "An issuer must account for the allocation of proceeds to expenditures not later than 18 months after the later of the date the expenditure is paid or the date the project, if any, that is financed by the issue is placed in service".

### Section 3.07. Remedies

(a) If the Municipality:

- (1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or
- (2) is not complying with or is in violation of any provision set forth in this FAA; or
- (3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

- (i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.
- (ii) Project work may be suspended.
- (iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.
- (iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to make any payment when due on the Municipal Obligations or fails to observe or perform any other covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the CWFP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

- (1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the CWFP under this FAA. DOA may collect all amounts due the CWFP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.
- (2) Pursuant to s. NR 162.18(1), Wis. Adm. Code, if the Loan has not been fully disbursed, DNR may: declare the unpaid Loan balance due and immediately payable; increase the interest rate on the unpaid balance of the Loan to the market interest rate in effect on the date this FAA was executed; or immediately terminate this FAA and disburse no additional funds.
- (3) The CWFP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the CWFP's benefit of the Project and the Municipality's Sewerage System and of the earnings, income, rents, issues, and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.
- (4) In the case of a joint utility system, the CWFP may bill the users of the Municipality's system directly.
- (5) The CWFP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

Section 3.08. Security for the Municipal Obligations In accordance with the terms of the Municipal Obligation Resolution:



(a) as security for the Municipal Obligations, the Municipality hereby pledges the revenue to be derived from the Municipality's Sewerage System (which is a dedicated source of revenue); and

(b) The Municipality shall not pledge the revenues, except as provided in Section 11 of the Municipal Obligation Resolution, to be derived from the Municipality's User Charge System or other revenues pledged under Section 3.08(a) above, to any person other than the CWFP, unless the revenues pledged to such other person meet the highest debt coverage ratio then applicable to the Municipality.

Section 3.09. Effective Date and Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in full force and effect from such date, and shall expire on such date as the Municipal Obligations shall be discharged and satisfied in accordance with the provisions thereof.

ARTICLE IV  
CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance The Municipality agrees to maintain property and liability insurance for the Sewerage System and Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of this FAA. The Municipality agrees to provide written evidence of insurance coverage to the CWFP upon request at any time during the term of this FAA.

In the event the Sewerage System or Project is damaged or destroyed, the Municipality agrees to use the proceeds from its insurance coverage either to repay the Financial Assistance or to repair or replace the Sewerage System.

Section 4.02. Construction of the Project The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application and the Plans and Specifications. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto, subject to such modifications of Plans and Specifications that alter the cost of the Project, use of space, Project scope, or functional layout, as may be previously approved by DNR.

Section 4.03. Performance Bonds The Municipality shall provide, or cause to be provided, performance bonds assuring the performance of the work to be performed under all construction contracts entered into with respect to the Project. All performance bonds required hereunder shall be issued by independent surety companies authorized to transact business in the State.

Section 4.04. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed the acquisition and construction of the Project and do all other acts necessary and possible to entitle it to receive User Fees with respect to the Project at the earliest practicable time. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. The Municipality shall cause to be prepared as-built plans for the Project at or prior to completion thereof.

(c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project in accordance with the Plans and Specifications, the Municipality shall:

- (1) certify to DNR its acceptance of the Project from its contractors, subject to claims against contractors and third parties;
- (2) complete and deliver to DNR the completed Contract Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA;
- (3) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit C of this FAA;

(4) obtain all required permits and authorizations from appropriate authorities for operation and use of the Project; and

(5) submit to DNR a completed Operation and Maintenance Manual Certification Checklist form to be provided by DNR or obtained from DNR's website.

Section 4.05. Payment of Additional Project Costs

(a) In the event of revised eligibility determinations, cost overruns, and amendments exceeding the Financial Assistance amount, the CWFP may allocate additional financial assistance to the Project. The allocation of additional financial assistance may be in the form of a loan at less than the market interest rate, which is established pursuant to the Statute and Regulations. The allocation of additional financial assistance shall depend upon availability of funds, pursuant to the Statute and the Regulations.

(b) In the event this Financial Assistance is not sufficient to pay the costs of the Project in full, the Municipality shall nonetheless complete the Project and pay that portion of the Project Costs as may be in excess of available Financial Assistance and shall not be entitled to any reimbursement therefore from the CWFP, or the owners of any Bonds, except from the proceeds of additional financing which may be provided by the CWFP pursuant to an amendment of this FAA or through a separate financial assistance agreement.

Section 4.06. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the CWFP, DOA, DNR, nor the Trustee makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, Plans and Specifications, or other documents, or the inspection of Project construction by DNR, does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in the Plans and Specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing Project work.

ARTICLE V  
COVENANTS

Section 5.01. Application of Financial Assistance The Municipality shall apply the proceeds of the Financial Assistance solely to Project Costs.

Section 5.02. Operation and Maintenance; Equipment Replacement Fund

(a) After completion of the Project, the Municipality shall:

- (1) at all times operate the Project or otherwise cause the Project to be operated properly and in a sound and economical manner, including proper training of personnel;
- (2) maintain, preserve, and keep the Project or cause the Project to be maintained, preserved, and kept in good repair, working order, and condition; and
- (3) periodically make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Project may be properly conducted in a manner that is consistent with the requirements of the WPDES Permit.

(b) So long as the Loan is outstanding, the Municipality shall not, without the approval of DNR, discontinue operation of, sell, or otherwise dispose of the Sewerage System or Project, except for portions of the Sewerage System sold or otherwise disposed of in the course of ordinary repair and replacement of parts.

(c) The Municipality shall establish an equipment replacement fund according to s. NR 162.08, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. All User Fees or other revenues specifically collected for the equipment replacement fund shall be deposited into the equipment replacement fund and used for replacement and major repair of equipment necessary for the operation of the Sewerage System, or for unexpected, unbudgeted costs incurred for continuing effective operations of the Sewerage System. Annual deposits shall be made to the equipment replacement fund in amounts sufficient to meet the equipment replacement itemized schedule developed by the Municipality or the percentage schedule option. The Project Manager Summary Page (Exhibit F) shall specify the required annual deposit or required minimum balance/percentage.

Section 5.03. Compliance with Law At all times during construction of the Project and operation of the Sewerage System, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, and with this FAA, including, without limitation, the Statute, the Regulations, and the WPDES Permit.

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Project and the Sewerage System of which it is a part.

Section 5.05. Establishment of Project Accounts; Audits

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets and directions issued by the CWFP. Without any request the Municipality shall furnish to DOA as soon as available, and in any event within one hundred eighty (180) days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial statements for such period, as examined and reported by independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose

reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP and include standards relating to the reporting of infrastructure assets.

(b) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all CWFP funds for the Project. All Financial Assistance shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall: permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Financial Assistance; produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them; permit extracts and copies of the Project records to be made by any of them; and fulfill information requests by any of them.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. All other files and records relating to the Project shall be retained so long as this FAA remains in effect. As-built plans for the Project shall be retained for the useful life of the Project.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR access to the Project and related records at all reasonable times, include provisions in all contracts permitting such access during construction and operation of the Sewerage System, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Engineering Inspection The Municipality shall provide competent and adequate inspection of all Project construction under the direction of a professional engineer licensed by the State. The Municipality shall direct such engineer to inspect work necessary for the construction of the Project and to determine whether such work has been performed in accordance with the Plans and Specifications. Any such work not in accordance with the Plans and Specifications shall be remedied unless such noncompliance is waived by DNR.

Section 5.09. Tax Covenants

(a) The Municipality covenants and agrees that it shall not take any action, or omit to take any action, which action or omission would result in the loss of the exclusion of the interest on any Municipal Obligations now or hereafter issued from gross income for purposes of federal income taxation as that status is governed by Section 103(a) of the Code or any successor provision.

(b) The Municipality shall not take any action, or omit to take any action, which action or omission would cause its Municipal Obligations to be "private activity bonds" within the meaning of Section 141(a) of the Code or any successor provision.

(c) The Municipality shall not directly or indirectly use, or permit the use of, any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds, or take any action, or omit to take any action, which use or action or omission would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code or any successor provision. The Municipality hereby further covenants to ensure that all amounts actually received by such Municipality from the CWFP are advanced within three Business Days to the entity submitting the invoice (or to reimburse the Municipality) to which each amount relates, and that all amounts actually received by such Municipality from the CWFP shall not be invested in any interest-bearing account.

(d) The Municipality shall not use (directly or indirectly) the proceeds of the Bonds in any manner that would constitute an "advance refunding" within the meaning of Section 149(d)(2) of the Code or any successor provision. Without limiting the foregoing, any proceeds of the Bonds used to repay

interim or other prior financing of Project Costs shall be applied within three (3) Business Days of receipt of the proceeds to the payment of principal of such financing.

Section 5.10. User Fee Covenant

(a) The Municipality hereby certifies that it has adopted and shall charge User Fees with respect to the Project in accordance with applicable laws and the Statute and in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other funds available to the Municipality for such purposes, to pay all costs of operating and maintaining the Project in accordance with this FAA, and to pay all amounts due under this FAA and the Municipal Obligations.

(b) The Municipality covenants that it shall adopt and shall adequately maintain for the design life of the Project a system of User Fees with respect to the Project in accordance with s. NR 162.08, Wis. Adm. Code. The Municipality covenants that it shall review the User Charge System at least every two years and shall revise and charge User Fees with respect to the Project such that the revenues and funds described in paragraph (a) shall be sufficient to pay the costs described in paragraph (a).

Section 5.11. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Sewerage System; any action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or agency, or any other event which may impair the ability of the Municipality to construct the Project or operate the Sewerage System or set and collect User Fees as set forth in Section 5.10.

Section 5.12. Hold Harmless The Municipality shall save, keep harmless, and defend DNR, DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, the Sewerage System, or acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.13. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate the following provision into all Project contracts which have yet to be executed: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."



Section 5.14. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose, including worker's compensation.

Section 5.15. Adequate Funds The Municipality shall have sufficient funds available to repay the Municipal Obligations. The Municipality shall have sufficient funds available when construction of the Project is completed to ensure effective operation and maintenance of the Project for purposes constructed.

Section 5.16. Management The Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms with the Plans and Specifications. The Municipality shall furnish progress reports and such other information as DNR may require.

Section 5.17. Reimbursement Any disbursement of Financial Assistance to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice stating the amount of excess funds disbursed.

Section 5.18. Unpaid User Fees The Municipality shall, to the fullest extent permitted by law, take all actions necessary to certify any unpaid User Fees to the county treasurer in order that such unpaid User Fees will be added as a special charge to the property tax bill of the user.

Section 5.19. Sewer Use Ordinance The Municipality shall comply with the provisions of the Sewer Use Ordinance, as certified in the Application. The Municipality covenants that it shall comply with and enforce all provisions of the Sewer Use Ordinance, as established pursuant to the Statute and Regulations.

Section 5.20. Rebates The Municipality agrees to pay to the CWFP any refunds, rebates, credits, or other amounts received for Project Costs for which disbursement of funds has already been made by the CWFP. The CWFP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding Loan principal balance for the Project).

Section 5.21. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, or transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

- (1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;
- (2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;
- (3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the CWFP deems reasonably necessary to protect its environmental and credit interests; and
- (4) the CWFP shall have consented in writing to such transaction, which consent may be withheld in the absolute discretion of the CWFP.

Section 5.22. Wage Rate Requirements The Municipality represents that it shall comply with Section 513 of the Federal Water Pollution Control Act (33 USC 1372), which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by or assisted in whole or in part with funding under the Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Section 5.23. American Iron and Steel The Municipality agrees to comply with the requirements for use of American Iron and Steel contained in section 608 of the Act for products used in the Project which are made primarily of iron and/or steel.

Section 5.24. Federal Single Audit At the time of signing of this FAA, the funds awarded to the Municipality for this Project are not considered to be subject to federal single audit requirements, but such consideration may change subsequent to this FAA if any changes are made to federal single audit requirements applicable to municipalities.

Section 5.25. Bipartisan Infrastructure Law Signage The Municipality agrees to comply with all signage requirements as described in the Implementing the BIL Signage Requirement Packet (available at <https://dnr.wisconsin.gov/sites/default/files/topic/Aid/loans/BILsignageReqPacket.pdf>).

ARTICLE VI  
MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given, when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) DEPARTMENT OF ADMINISTRATION  
OFFICE OF CAPITAL FINANCE  
CLEAN WATER FUND PROGRAM  
101 EAST WILSON STREET 10TH FLOOR  
MADISON WI 53702-0004  
OR  
PO BOX 7864  
MADISON WI 53707-7864
- (b) DEPARTMENT OF NATURAL RESOURCES  
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE  
101 SOUTH WEBSTER STREET CF/2  
MADISON WI 53702-0005  
OR  
PO BOX 7921  
MADISON WI 53707-7921
- (c) US BANK CORP TRUST  
MATTHEW HAMILTON EP-MN-WS3T  
60 LIVINGSTON AVENUE  
ST PAUL MN 55101-2292
- (d) CITY OF STURGEON BAY  
421 MICHIGAN STREET  
STURGEON BAY WI 54235

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by notice in writing given to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the CWFP and the Municipality and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements, and Modifications This FAA may be amended, supplemented, or modified to provide for additional financial assistance for the Project by the CWFP to the Municipality or for other purposes. All amendments, supplements, and modifications shall be in writing between the CWFP (by DNR and DOA acting under authority of the Statute) and the Municipality.

Section 6.05. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.07. Benefit of Financial Assistance Agreement This FAA is executed, among other reasons, to induce the purchase of the Municipal Obligations. Accordingly, all duties, covenants, obligations, and agreements of the Municipality herein contained are hereby declared to be for the benefit of, and are enforceable by, the CWFP, the Trustee, or their authorized agents.

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for: better assuring, conveying, and providing Principal Forgiveness; and assigning, and confirming the rights, security interests, and agreements concerning Principal Forgiveness or intended to be Principal Forgiveness provided by this FAA and relating to the Municipal Obligations.

Section 6.09. Assignment of Municipal Obligations The Municipality hereby agrees that the Municipal Obligations may be sold, transferred, pledged, or hypothecated to any third party without the consent of the Municipality.

Section 6.10. Covenant by Municipality as to Compliance with Program Resolution The Municipality covenants and agrees that it shall comply with the provisions of the Program Resolution with respect to the Municipality and that the Trustee and the owners of the Bonds shall have the power and authority provided in the Program Resolution. The Municipality further agrees to aid in the furnishing to DNR, DOA, or the Trustee of opinions that may be required under the Program Resolution.

Section 6.11. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

- (a) The CWFP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.
- (b) If the Municipality wishes to unilaterally terminate all or any part of the Project work for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the CWFP determines that there is a reasonable basis for the requested termination, the CWFP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the CWFP determines that the Municipality has ceased work on the Project without reasonable basis, the CWFP may unilaterally terminate Financial Assistance or rescind this FAA.

Section 6.12. Rescission The CWFP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

- (a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;
- (b) there is substantial evidence this FAA was obtained by fraud;
- (c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;
- (d) the Municipality has failed to comply with the covenants contained in this FAA; or
- (e) any of the representations of the Municipality contained in this FAA were false in any material respect.


IN WITNESS WHEREOF, the CWFP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF STURGEON BAY

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

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

STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION

By:   
Authorized Officer

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES


By:   
Authorized Officer

EXHIBIT A  
PROJECT BUDGET SHEET

CITY OF STURGEON BAY  
CWFP Project No. 4027-02

	<b>Total Project Costs/ CWFP Total Award Amount for this Project</b>
Force Account	0
Interim Financing Costs	0
Preliminary Engineering	228,105.10
Land or Easement Acquisition	0
Engineering/Construction Mgmt.	234,800.00
Construction/Equipment	3,623,453.00
Contingency	203,355.33
Miscellaneous Costs	858.57
CWF Closing Costs	22,000.00
<b>Total</b>	<b>\$4,312,572</b>
<b>Principal Forgiveness Amount (A)</b>	<b>\$1,725,029</b>
<b>Net CWFP Loan Amount</b>	<b>\$2,587,543</b>

A = General Principal Forgiveness is calculated and awarded up to 40% of the eligible "CWFP Total Award Amount" for this Project.



EXHIBIT A

PROJECT BUDGET SHEET

CITY OF STURGEON BAY  
CWFP Project No. 4027-02

	Total Project Costs	Ineligible Costs	Eligible Costs Paid by Grants	CWFP Principal Forgiveness Eligible Costs	Eligible CWFP Costs Paid With Municipal or Non-CWFP Loan Funds	CWFP Total Award Amount for this Project	Principal Forgiveness Amount (A)	Net CWFP Loan Amount
Force Account	—0					—0		
Interim Financing Costs	—0					—0		
Preliminary Engineering	—228,105					—228,105		
Land or Easement Acquisition	—0					—0		
Engineering/ Construction Mgmt.	—234,800					—234,800		
Construction/ Equipment	—3,623,453					—3,623,453		
Contingency	—203,355					203,355		
Miscellaneous Costs	—859					859		
CWFP Closing Costs	—22,000					—22,000		
<b>TOTAL</b>	<b>4,342,572</b>	<b>—0</b>	<b>0</b>	<b>4,342,572</b>	<b>—0</b>	<b>4,342,572</b>	<b>4,725,029</b>	<b>2,587,543</b>

A = General Principal Forgiveness is calculated and awarded up to % of the total "CWFP Principal Forgiveness Eligible Costs" for this Project.

[PM: Add any appropriate extra footnotes, including note re: priority PF if loan includes priority PF.]

EXHIBIT A

PROJECT BUDGET SHEET

CITY OF STURGEON BAY  
CWFP Project No. 4027-02

	Total Project Costs	Ineligible Costs	Eligible Costs Paid by Grants	CWFP Principal Forgiveness Eligible Costs	Eligible CWFP Costs Paid With Municipal or Non-CWFP Loan Funds	CWFP Total Award Amount for this Project	Principal Forgiveness Amount (A)	Net CWFP Loan Amount
Force Account	—0					—0		
Interim Financing Costs	—0					—0		
Preliminary Engineering	—228,405					—228,405		
Land or Easement Acquisition	—0					—0		
Engineering/ Construction Mgmt.	—234,800					—234,800		
Construction Equipment	—3,623,453					—3,623,453		
Contingency	—203,355					203,355		
Miscellaneous Costs	—859					859		
CWFP Closing Costs	—22,000					—22,000		
<b>TOTAL</b>	<b>4,342,572</b>	<b>—0</b>	<b>0</b>	<b>4,342,572</b>	<b>0</b>	<b>4,342,572</b>	<b>4,725,029</b>	<b>2,587,543</b>

A = General Principal Forgiveness is calculated and awarded up to % of the total "CWFP Principal Forgiveness Eligible Costs" for this Project.

[PM: Add any appropriate extra footnotes, including note re: priority PF if loan includes priority PF.]

**Sturgeon Bay, Wisconsin****Exhibit B**

Project 4027-02 Clean Water Fund Program

Loan Closing Date:

**May 8, 2024**

<u>Payment Date</u>	<u>Principal Payment</u>	<u>Interest Rate</u>	<u>Interest Payment</u>	<u>Principal &amp; Interest</u>	<u>Bond Year Debt Service</u>	<u>Calendar Year Debt Service</u>
1-Nov-24	0.00	1.287%	16,003.31	16,003.31	0.00	16,003.31
1-May-25	114,266.07	1.287%	16,650.84	130,916.91	146,920.22	0.00
1-Nov-25	0.00	1.287%	15,915.54	15,915.54	0.00	146,832.45
1-May-26	115,736.67	1.287%	15,915.54	131,652.21	147,567.75	0.00
1-Nov-26	0.00	1.287%	15,170.77	15,170.77	0.00	146,822.98
1-May-27	117,226.20	1.287%	15,170.77	132,396.97	147,567.74	0.00
1-Nov-27	0.00	1.287%	14,416.42	14,416.42	0.00	146,813.39
1-May-28	118,734.91	1.287%	14,416.42	133,151.33	147,567.75	0.00
1-Nov-28	0.00	1.287%	13,652.36	13,652.36	0.00	146,803.69
1-May-29	120,263.02	1.287%	13,652.36	133,915.38	147,567.74	0.00
1-Nov-29	0.00	1.287%	12,878.47	12,878.47	0.00	146,793.85
1-May-30	121,810.81	1.287%	12,878.47	134,689.28	147,567.75	0.00
1-Nov-30	0.00	1.287%	12,094.62	12,094.62	0.00	146,783.90
1-May-31	123,378.51	1.287%	12,094.62	135,473.13	147,567.75	0.00
1-Nov-31	0.00	1.287%	11,300.68	11,300.68	0.00	146,773.81
1-May-32	124,966.40	1.287%	11,300.68	136,267.08	147,567.76	0.00
1-Nov-32	0.00	1.287%	10,496.52	10,496.52	0.00	146,763.60
1-May-33	126,574.71	1.287%	10,496.52	137,071.23	147,567.75	0.00
1-Nov-33	0.00	1.287%	9,682.01	9,682.01	0.00	146,753.24
1-May-34	128,203.73	1.287%	9,682.01	137,885.74	147,567.75	0.00
1-Nov-34	0.00	1.287%	8,857.02	8,857.02	0.00	146,742.76
1-May-35	129,853.71	1.287%	8,857.02	138,710.73	147,567.75	0.00
1-Nov-35	0.00	1.287%	8,021.41	8,021.41	0.00	146,732.14
1-May-36	131,524.93	1.287%	8,021.41	139,546.34	147,567.75	0.00
1-Nov-36	0.00	1.287%	7,175.05	7,175.05	0.00	146,721.39
1-May-37	133,217.66	1.287%	7,175.05	140,392.71	147,567.76	0.00
1-Nov-37	0.00	1.287%	6,317.79	6,317.79	0.00	146,710.50
1-May-38	134,932.17	1.287%	6,317.79	141,249.96	147,567.75	0.00
1-Nov-38	0.00	1.287%	5,449.50	5,449.50	0.00	146,699.46
1-May-39	136,668.74	1.287%	5,449.50	142,118.24	147,567.74	0.00
1-Nov-39	0.00	1.287%	4,570.04	4,570.04	0.00	146,688.28
1-May-40	138,427.67	1.287%	4,570.04	142,997.71	147,567.75	0.00
1-Nov-40	0.00	1.287%	3,679.26	3,679.26	0.00	146,676.97
1-May-41	140,209.23	1.287%	3,679.26	143,888.49	147,567.75	0.00
1-Nov-41	0.00	1.287%	2,777.01	2,777.01	0.00	146,665.50
1-May-42	142,013.73	1.287%	2,777.01	144,790.74	147,567.75	0.00
1-Nov-42	0.00	1.287%	1,863.15	1,863.15	0.00	146,653.89
1-May-43	143,841.45	1.287%	1,863.15	145,704.60	147,567.75	0.00
1-Nov-43	0.00	1.287%	937.53	937.53	0.00	146,642.13
1-May-44	145,692.68	1.287%	937.53	146,630.21	147,567.74	146,630.21
Totals	2,587,543.00		363,164.45	2,950,707.45	2,950,707.45	2,950,707.45
Net Interest Rate				1.2870%		
Bond Years				28,217.9048		
Average Life				10.9053		

The above schedule assumes full disbursement of the loan on the loan closing date.

01-Apr-24 Wisconsin Department of Administration

### Loan Payment Schedule Comments

Please review the preceding loan payment schedule. It shows the dates of your first interest and principal payments. The preceding loan payment schedule assumes you draw all the loan funds on the loan closing date. Borrowers often draw loan funds over time. Interest only accrues on the funds disbursed and only after the date of each disbursement.

You can view your payment schedule based on disbursements to date at <http://eif.doa.wi.gov/>. Select Loan Payment Schedule on the lower half of the page. You can also request loan payment information from [doaeif@wisconsin.gov](mailto:doaeif@wisconsin.gov).

You can generate additional reports at <http://eif.doa.wi.gov/>.

<u>Available Report</u>	<u>Information Provided</u>
Auditor Verification Report	Information commonly requested by municipal auditors. Available for completed calendar years.
Loan Account History	Loan disbursements, principal payments, and loan balance.
Loan Payment Schedule	Future principal and interest payments for disbursements.
Payment History	Past principal and interest payments.
Disbursement History	Past loan and grant disbursements.

Use the Output to Excel button at the bottom of the page to create your report in Microsoft Excel. Find details on generating reports at <http://eif.doa.wi.gov/siteDescr.htm>.

The Environmental Improvement Fund sends invoices semi-annually. You will receive an invoice approximately 45 days prior to the due date. If you have multiple loans, we will send a single invoice showing the payment amount for each loan.

May 1: principal and interest payments due  
November 1: interest payments due

For more information about your payment schedule, please email [doaeif@wisconsin.gov](mailto:doaeif@wisconsin.gov). The first available staff will respond to your inquiry.

EXHIBIT C

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

**[Prepare on Municipal Letterhead at Project  
Completion and Closeout]**

The undersigned officials of the City of Sturgeon Bay (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 4027-02 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 4027-02 has met the requirements for Build America, Buy America of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52, and the use of American Iron and Steel contained in section 608 of the Federal Water Pollution Control Act, as amended.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

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

Dated as of: \_\_\_\_\_

Attest: \_\_\_\_\_  
Stephanie L. Reinhart  
City Clerk

Dated as of: \_\_\_\_\_

## EXHIBIT D

### OPERATING CONTRACTS

As of the date of this FAA, the Municipality does not have any contracts with private entities or other governmental units to operate its Sewerage System.



## UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Project Description
Upgrade Wastewater Treatment Plant - UV Disinfection, Secondary Treatment

\* Construction costs include but are not limited to paving, excavation, HVAC, plumbing, electrical, carpentry, trucking, and equipment. Non-construction costs include but are not limited to professional services, engineering, land acquisition, and supplies.

Signature of Municipal Representative	Date Signed	
Name of Person Completing This Form	Email Address	Phone Number



## EXHIBIT F

### PROJECT MANAGER SUMMARY PAGE

CITY OF STURGEON BAY  
CWFP Project No. 4027-02

1. Project Description: The Project consists of upgrades to the wastewater treatment plant including UV disinfection, new effluent flow monitoring, and installation of covers on the existing secondary clarifiers. Additionally, the Project includes construction of a new biosolids storage building at the Door County landfill site to serve as the off-site sludge storage facility.

The biosolids storage portion of the Project was formerly project 4027-03 but has been combined with the UV disinfection portion of this Project, 4027-02.

2. Ineligible Costs: No ineligible costs were identified in the review of this Project. If the Department identifies ineligible costs as the Project progresses, the Department will notify the Municipality.
3. Other Funding Sources: No other funding sources were utilized as part of this Project.
4. Miscellaneous Costs: As shown in the Project Budget Sheet (Exhibit A), CWFP funding in the amount of \$859 is included in the Miscellaneous category for Bipartisan Infrastructure Law costs
5. Contingency Allowance: The contingency allowance of \$203,355.33 is five percent of the amount of uncompleted construction work adjusted for CME reviewed change orders. The Municipality must obtain CME approval of change orders prior to requesting reimbursement.

Base contingency	\$181,174.39
(Uncompleted construction work x 5%)	

Bayland Buildings, Inc.	CO No. 1	\$8,400.00
Bayland Buildings, Inc.	CO No. 2	\$13,780.94

Total Contingency Allowance	\$203,355.33
-----------------------------	--------------

6. Equipment Replacement Fund: The Municipality shall establish an equipment replacement fund according to s. NR 162.08, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. The required minimum percentage shall be 40% resulting in a minimum balance of \$981,231. The Municipality has a maximum of three years from the first principal payment on the Loan to achieve the required minimum balance/percentage.
7. DBE Good Faith Effort: The Municipality and the prime contractors, Bayland Buildings Inc., and Frank O. Zeise Construction Co., Inc., made good faith efforts to solicit for DBE participation in this Project by soliciting DBEs in their bid ads and contacting DBEs directly from the Unified Certification Program list. Two DBEs are expected to subcontract under Frank O. Zeise Construction Co., Inc., Ostrenga Excavating, Inc. is expected to complete excavating work for approximately \$49,758.00, and SPE Steel Erecting is expected to complete steel erection work for approximately \$40,986.00.
8. Green Project Reserve: No GPR elements were identified during the review of this Project.
9. American Iron and Steel: This Project is subject to the use of American Iron and Steel (AIS) requirements of section 608 of the Act.
10. Principal Forgiveness: The Municipality is eligible to receive general Principal Forgiveness for this Project in an amount of up to 40% of the total eligible Project Costs, as indicated on the State Fiscal Year 2024 CWFP Funding List. The CWFP awards \$1,725,029 in general Principal Forgiveness for the Project through this FAA. The CWFP will process all disbursements at a rate of 40% Principal Forgiveness, up to the maximum of \$1,725,029.

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

An Ordinance to Rezone Parcel #281-66-12001511B and #281-66-12001508C located on the northeast corner of S. Columbia Avenue and Highway 42-57.

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

SECTION 1: The following described property is hereby rezoned from Light Industrial (I-1) to General Commercial (C-1):

Lot 2 of Certified Survey Map No. 2239 Recorded in Volume 13, Page 232 as Document No. 699057

And

Tract F-3 of Certified Survey Map No. 108 Recorded in Volume 1, Page 214 as Document No. 353150.

Said parcels contain a total of 4.62-acres.

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

Approved:

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

Attest:

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

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

An Ordinance to Rezone Parcel #281-62-51000102C1 located at 814 Cove Road

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

SECTION 1: The following described property is hereby rezoned from Agricultural (A) to  
Single-Family Residential (R-1):

Lot 1 of Certified Survey Map Recorded in Volume 15, Page 256 as  
Document No. 743387.

Said parcel contains 3.43-acres.

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

Approved:

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

Attest:

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

**R E C O M M E N D A T I O N**

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

We, the Local Transportation Board, hereby recommend to Council to remove the planned sidewalks from the east side of S. Hudson Ave. and S. Hudson Ct.

Respectfully submitted,

LOCAL TRANSPORTATION BOARD

By: Kirsten Reeths, Chr.

RESOLVED, that the foregoing recommendation be adopted.

Dated: March 13, 2024

\* \* \* \* \*

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

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

### **EXECUTIVE SUMMARY**

**DATE:** April 8, 2024

**TITLE:** Preliminary Resolution and Engineering Report for Declaring Intent to Levy Special Assessments for Sidewalk Installations along S 9<sup>th</sup> Ave, S Hudson Ave, and S Hudson Court

**BACKGROUND:** At the December 19, 2023 Board of Public Works meeting adding sidewalks along S 9<sup>th</sup> Ave (west side of the roadway from Oregon Street to Pennsylvania Street), S Hudson Ave (east side of the roadway from W Walnut Drive to south termination), and S Hudson Court (east side of the roadway from W Walnut Drive to north termination) was presented as part of the 2024 Capital Roadway Improvements. Consistent with past sidewalk special assessments the abutting property owners will only be assessed for the cost of the new sidewalks. The City will be responsible for all other costs of the completed project (utility relocations, spot replacement of curbing, driveway patching, apron installations, lawn restorations, curb ramp plates, street tress, etc.).

**FISCAL IMPACT:**

S 9<sup>th</sup> Ave: The concrete portion of the project has been bid and has an estimated overall cost totaling \$41,435.85. Based on the bid breakdown of quantities the City will be responsible for approximately \$28,858.98 of the total costs, and the remaining \$12,576.88 would be assessed to the abutting property Owners.

S Hudson Ave: The concrete portion of the project has been bid and has an estimated overall cost totaling \$66,672.25. Based on the bid breakdown of quantities the City will be responsible for approximately \$47,866.88 of the total costs, and the remaining \$18,805.38 would be assessed to the abutting property Owners.

S Hudson Court: The concrete portion of the project has been bid and has an estimated overall cost totaling \$32,305.25. Based on the bid breakdown of quantities the City will be responsible for approximately \$16,876.00 of the total costs, and the remaining \$15,429.25 would be assessed to the abutting property Owners.

The 2024 Capital Roadway Improvements budget has enough money to complete the City's portion of the projects.

**RECOMMENDATION:** Pass the preliminary resolution for declaring intent to levy special assessments for the sidewalk installations along S 9<sup>th</sup> Ave, S Hudson Ave, and S Hudson Court.

**SUBMITTED BY:** \_\_\_\_\_

Chad Shefchik  
City Engineer

\_\_\_\_\_  
Date

**REVIEWED BY:** \_\_\_\_\_

Val Clarizio  
Finance Director

\_\_\_\_\_  
Date

**REVIEWED BY:** \_\_\_\_\_

Stephanie Reinhardt  
City Clerk

\_\_\_\_\_  
Date

**REVIEWED BY:** \_\_\_\_\_

Josh VanLieshout  
City Administrator

\_\_\_\_\_  
Date

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

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

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

Installation of new sidewalks along:

- S 9<sup>th</sup> Ave: west side of the roadway from Oregon Street to Pennsylvania Street.
- S Hudson Ave: east side of the roadway from W Walnut Drive to south termination.
- S Hudson Court: east side of the roadway from W Walnut Drive to north termination.

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

Assessment District:

- 1) S 9<sup>th</sup> Ave: west side of the roadway from Oregon Street to Pennsylvania Street.
  - 2) S Hudson Ave: east side of the roadway from W Walnut Drive to south termination.
  - 3) S Hudson Court: east side of the roadway from W Walnut Drive to north termination.
3. It is proposed that 100 percent of the cost of the installation of the sidewalks in the project area of the Assessment District be assessed against the benefitted properties.
  4. The Common Council determines that the improvements constitute an exercise of the police power for the health, safety, and general welfare of the municipality and its inhabitants.
  5. The City Engineer shall prepare a report which shall consist of:
    - a. Preliminary plans and specifications for the improvements.
    - b. Estimate of the entire cost of the proposed improvements.
    - c. Schedule of proposed assessments.



6. When the report is completed, the City Engineer shall file a copy of the report with the Municipal Clerk for public inspection and, if state property is to be assessed, shall mail a copy of the report to the responsible state agency and, for assessments of \$50,000 or more, to the Wisconsin State Building Commission.
7. Upon receiving the report of the City Engineer, the Municipal Clerk shall cause notice to be given stating the nature of the proposed improvements, the general boundary lines of the proposed Assessment District (including a small map thereof), the time and place at which the report may be inspected, and the time and place of the public hearing on the matters contained in the preliminary resolution and the report. This notice shall be published as a class 1 notice under ch. 985, Stats, and a copy shall be mailed, at least 10 days before the hearing, to every interested party whose address is known or can be ascertained with reasonable diligence.
8. The public hearing shall be held in the Common Council Chambers in City Hall, 421 Michigan Street, on the 21<sup>st</sup> day of May, 2024 at 6:00 p.m. or shortly thereafter, in accordance with Section 66.0703 (7), Wisconsin Statutes.
9. The assessment against any parcel may be paid in cash, subject to installment payment privileges, or subject to deferment. The determination of whether or not an assessment is deferrable will be determined by the Common Council at or after the public hearing to be held in connection with this matter. Six annual installments are hereby authorized except when total assessment on a single parcel exceeds \$6,000 then twelve installments can be applied for.

Introduced by:

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

Passed by the Council on the \_\_\_\_ day of \_\_\_\_\_, 2024.

S 9TH AVE			Mailing Address						6" Walk @				6" Walk -				Prorated	
Parcel Number	Last Name	First Name	Street 1	City	State	ZIP	Property Address	Drives (SF)	Typ. Cost	Property LF	Remaining Property LF	Remaining Cost	Total Cost					
2813208040101	Haen	Jason	3264 Stapleford Chase	Virginia Beach	VA	23452	205 S 9th Ave	51.50	\$8.25	110.00	99.70	\$3,925.91	\$4,350.79					
2813208040104	Mc Farlane	Scott	215 S 9th Ave	Sturgeon Bay	WI	54235	215 S 9th Ave	0.00	\$0.00	57.92	57.92	\$2,280.73	\$2,280.73					
2813208040107	Mc Intosh Trust	Dennis	231 S 9th Ave	Sturgeon Bay	WI	54235	231 S 9th Ave	103.50	\$853.88	150.00	129.30	\$5,091.48	\$5,945.36					
							Totals	155.00	\$1,278.75		286.92	\$11,298.13	\$12,576.88					

Total Assessed Cost: \$12,576.88

Total Assessed LF: 317.92

S Hudson Ave			Mailing Address										
Parcel Number	Last Name	First Name	Street 1	City	State	ZIP	Property Address	6" Walk @ Drives (SF)	6" Walk - Typ. Cost	Property LF	Remaining Property LF	Prorated Remaining Cost	Total Cost
									\$8.25				
2814005031100	Parrish	Raymond	433 W Walnut Dr	Sturgeon Bay	WI	54235	433 W Walnut Dr	0.00	\$0.00	89.44	89.44	\$3,397.96	\$3,397.96
2814005031200	Parrish	Raymond	433 W Walnut Dr	Sturgeon Bay	WI	54235	Vacant - no address	0.00	\$0.00	80.00	80.00	\$3,039.32	\$3,039.32
2814005031300	Jauregui	Armando	8920 County Highway F	Fish Creek	WI	54212	924 S Hudson Ave	138.50	\$1,142.63	80.00	52.30	\$1,986.95	\$3,129.58
2814005031400	Jauregui	Armando	8920 County Highway F	Fish Creek	WI	54212	Vacant - no address	0.00	\$0.00	80.00	80.00	\$3,039.32	\$3,039.32
2814005031500	Judson	Janice	942 S Hudson Ave	Sturgeon Bay	WI	54235	942 S Hudson Ave	97.50	\$804.38	80.00	60.50	\$2,298.48	\$3,102.86
2814005031600	McCoy	Faith Ann	7747 E Shore Dr	Egg Harbor	WI	54209	950 S Hudson Ave	87.50	\$721.88	80.00	62.50	\$2,374.47	\$3,096.34
							Totals	323.50	\$2,668.88		424.74	\$16,136.50	\$18,805.38

Total Assessed Cost: \$18,805.38

Total Assessed LF: 489.44

S Hudson Court				Mailing Address									
Parcel Number	Last Name	First Name	Street 1	City	State	ZIP	Property Address	6" Walk @ Drives (SF)	6" Walk - Typ. Cost	Property LF	Remaining Property LF	Prorated Remaining Cost	Total Cost
2814005012300	Van den Bogart Trust	Mary	800 S Hudson Ct	Sturgeon Bay	WI	54235	800 S Hudson Ct	98.00	\$808.50	57.13	37.53	\$1,438.62	\$2,247.12
2814005012200	Leonardson	Shawn	808 S Hudson Ct	Sturgeon Bay	WI	54235	808 S Hudson Ct	90.00	\$742.50	57.13	39.13	\$1,499.95	\$2,242.45
2814005012100	Collebrusco	Terry	816 S Hudson Ct	Sturgeon Bay	WI	54235	816 S Hudson Ct	139.00	\$1,146.75	110.61	82.81	\$3,174.31	\$4,321.06
2814005012000	Harding	Luke	824 S Hudson Ct	Sturgeon Bay	WI	54235	824 S Hudson Ct	55.00	\$453.75	80.00	69.00	\$2,644.94	\$3,098.69
2814005011900	Skiba	Justin	432 W Walnut Dr	Sturgeon Bay	WI	54235	432 W Walnut Dr	120.00	\$990.00	90.00	66.00	\$2,529.94	\$3,519.94
							Totals	502.00	\$4,141.50		294.47	\$11,287.75	\$15,429.25

Total Assessed Cost: \$15,429.25

Total Assessed LF: 394.87





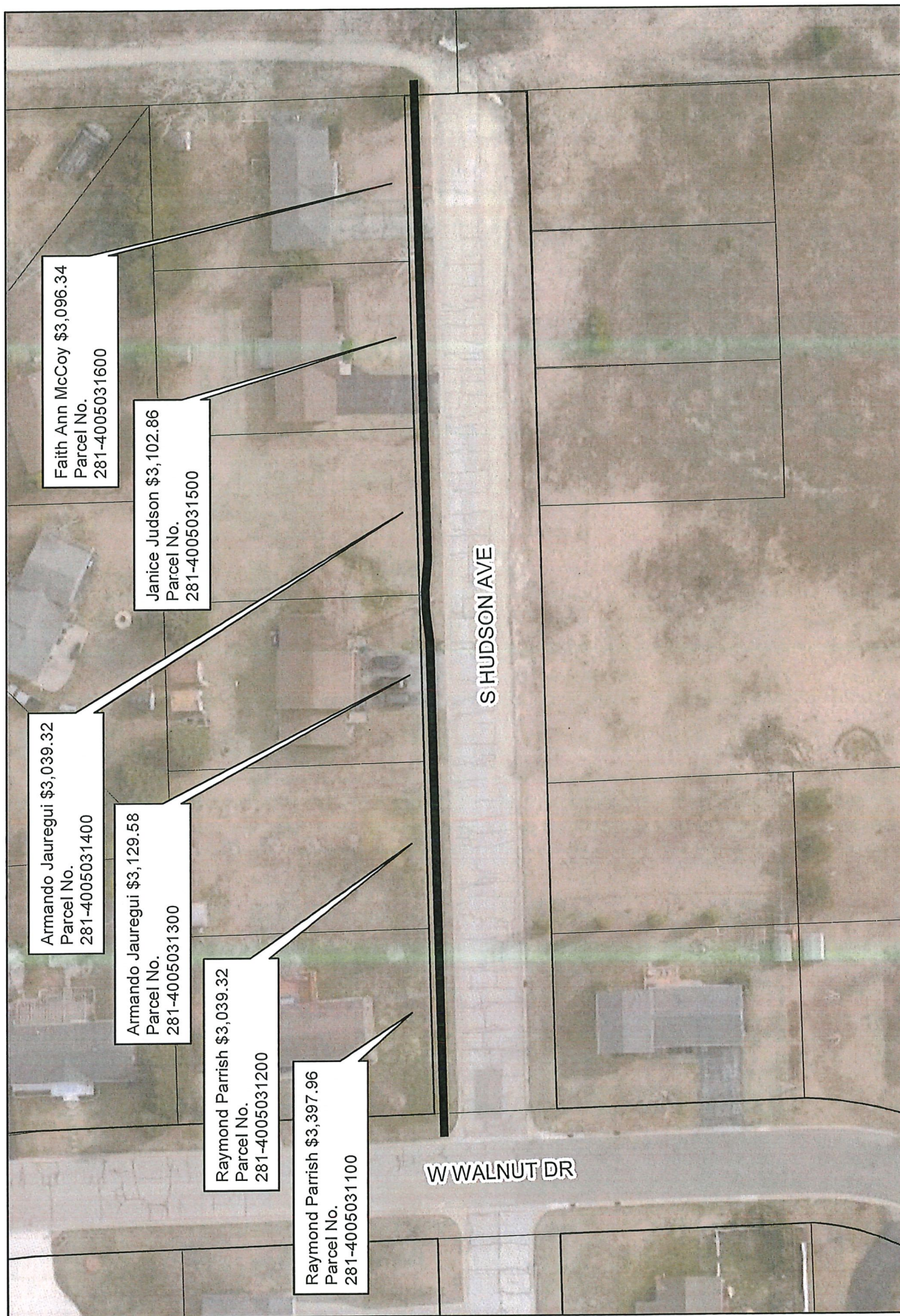
FEB, 2024

NEW SIDEWALK

# S 9th Ave Sidewalks Proposed Assessments





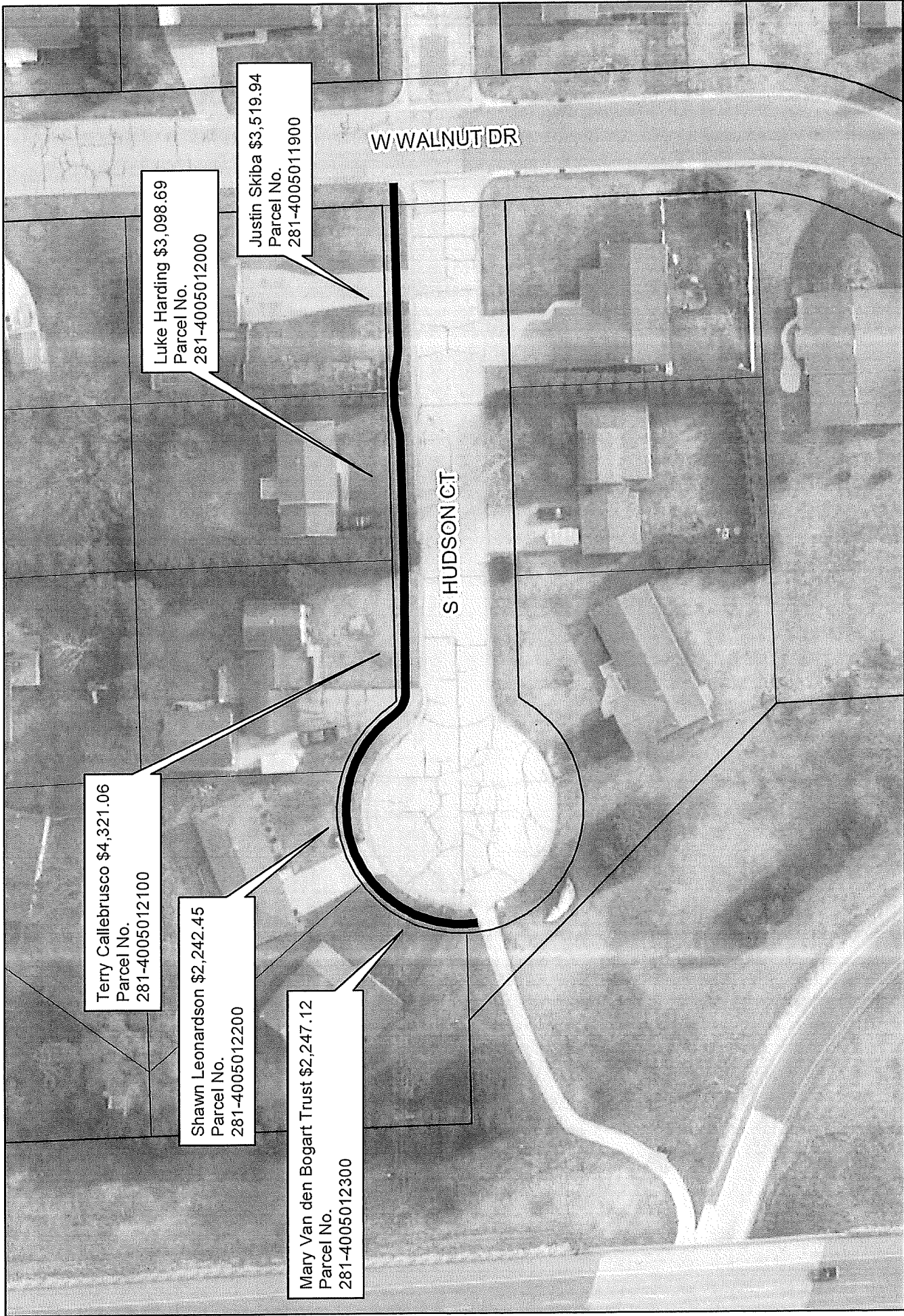


FEB, 2024

## S Hudson Ave Sidewalks Proposed Assessments







# S Hudson Ct Sidewalks Proposed Assessments

— S Hudson Ct sidewalk

FEB, 2024

**R E C O M M E N D A T I O N****TO THE HONORABLE MAYOR AND COMMON COUNCIL:**

We, the Parks and Recreation Committee / Board, hereby recommend to Council to change the fishing tournament rules in the City parks.

Respectfully submitted,

JOINT PARKS AND RECREATION COMMITTEE AND BOARD

By: Ald. Helen Bacon, Chr.

RESOLVED, that the foregoing recommendation be adopted.

Dated: March 28, 2024

\* \* \* \* \*

Moved by Alderperson \_\_\_\_\_, seconded by Alderperson  
\_\_\_\_\_ that the said recommendation be adopted.

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.



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

Joshua J. Van Lieshout  
City Administrator

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

## Memorandum

To: Common Council

From: Josh Van Lieshout, Administrator

Re: Policy on Use of City Parks for Fishing Tournaments

Date: April 12, 2024

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**Item: Park & Recreation Committee/Board recommendation re: Change Fishing Tournament Rules in City Parks.**

**Discussion:** In June of 2023, the Common Council acted on a recommendation from the Park and Recreation Board modifying existing use policy for city parks where fishing tournaments are held. The adoption of this policy was intended to provide guidance to staff and inform tournament organizers of allowable activities and uses of city owned parks. Some of the language in the 2023 version was viewed as an attempt to regulate fishing, something that municipalities are prohibited from doing. At the request of the Department of Natural Resources, City Staff, including the City Attorney met with DNR to clarify and explain the purpose. While DNR chose not pursue an action against the City, it was understood that the language in 2023 policy was unclear as to its intent and purpose.

City Attorney then drafted a revised policy that omits references to spawning, fishing activities and focuses on the acceptable upland uses of City owned parks for fishing tournaments, discusses congestion, and the process necessary to host a tournament at a city of 20 or more boats.

**Recommendation:** The Park and Recreation Board unanimously recommends adopting the revised policy. There are tournaments booked for this spring/summer, those being May 13-15 and May 16-19, if approved the revised policy would not be implemented until after these dates, or if directed otherwise beginning in 2025.



proposed

## **City of Sturgeon Bay Use of City Parks for Fishing Tournaments**

**These regulations have been established to secure open and safe access to the waters of this state at City Parks.**

### **Purpose:**

The City recognizes the desirability of fishing tournaments and their impact on the City's economy and notoriety. The City also recognizes the increased use of its park facilities caused by these tournaments in terms of limiting other park users' access to the waters via the City Parks by creating congestion, exclusive use of large areas of Park property, crowding at parking and launch facilities, and other impacts on the use of the City Parks during tournaments. To plan for, address, and mediate these impacts, the City needs prior notice and an opportunity to prepare for the Tournaments, and some general rules regarding the use of Park Property by tournament participants in addition to those normally applied to the use of City Parks when the Park is not subject to high volumes of users. The City recognizes that it does not have the authority to regulate fishing practices on the waters of the state and issues these rules to address the use of its Park property to complement and enhance access to the waters by all City Park users.

### **Definition:**

Fishing Tournament. Any event in which caught fish are scored, weighed, tabulated or calculated on site, and/or a prize of any kind (monetary, merchandise, or recognition by plaque or trophy) is given to a person or persons, and use of the facility requires any arrangements above and beyond the normal function of the facility (tent construction, heightened use of parking facilities, extra electricity, high number of boat launchings, etc.) shall be considered a fishing contest or tournament that will require the issuance of a City Park Permit before the tournament commences. The City Park Permit is issued independently of any required DNR permit. Tournaments or outings with twenty (20) or more boats expected to be registered must receive a City Park Permit from the City. All contests or tournaments held at any City facility shall abide by rules set by the Park and Recreation Department of the City of Sturgeon Bay.

### **Park Permit Required.**

1. Individuals or groups wishing to hold a fishing tournament at a facility owned by the City of Sturgeon Bay must first be issued a permit from the DNR (if required by DNR rules) and follow all DNR regulations (DNR Service Center phone # (920) 746-2860). Those wishing to hold tournaments that do not require DNR licensure shall nonetheless be required to obtain a City Park Permit as provided by these rules.
2. All individuals or groups wishing to hold a fishing tournament at a facility owned by the City of Sturgeon Bay must receive the proper permits from the City of Sturgeon Bay, submit required insurance and indemnification, and pay all associated fees. Tournament officials must contact the City's Director of Municipal Services at least thirty (30) days prior to the tournament. Tournaments affecting the normal operations of the City Park facility as determined by the Director may require approval by the Park & Recreation Committee.
3. Tournament officials are required to do a walk-through of tournament activities with the Director of Municipal Services or his designee during normal working hours (Monday through Friday, 7:00 a.m. to 3:30 p.m.) a minimum of 24 hours prior to the tournament.

4. The responsible contact person for the tournament must be identified to the Director of Municipal Services prior to the tournament during normal working hours.
5. A map or sketch of the layout of the tournament activities must be provided to the Park & Recreation Department prior to the required walk-through.
6. Any changes to pre-tournament arrangements or the map must be approved by the Director of Municipal Services during normal working hours and prior to the start of the tournament.
7. The issuance of the permit may be subject to reasonable conditions to minimize the tournament's impact on the Park with the goal of mitigating any hinderance to the public's use of the Park facilities, including the launch site.

**General Rules:**

1. City Park property shall not be used as a weigh-in site. While launching from City Park property shall be allowed for permitted tournaments, the congestion and increased volume of use of the Park property by tournament participants for weigh-ins shall not be permitted.
2. No permits for any tournament will be issued for the July 4th weekend (3 days), the weekend after the 4th of July holiday weekend, the last weekend in July, and the first weekend in August.
3. Parking for trucks and trailers shall be at the southernmost portion of the parking lot to reduce congestion in the main parking area.
4. If the tournament has more than 100 boats registered or expected to register and is to be held during a weekend, the tournament director may be required to arrange for off-site parking or consider allowing boats to launch from other boat ramps.
5. Co-anglers shall park two vehicles per parking spot to reduce the number of spaces used or should park off-site.

The Park & Recreation Committee has authority to suspend or modify any of the above rules and regulations.

June 2023

**City of Sturgeon Bay  
Fishing Tournament Rules and Regulations**

**These rules and regulations have been established to protect our resources, ensure safety of competitors and park users, and to provide ample access for all facility users.**

**Definition:**

Any event held at a City facility in which caught fish are scored, weighed, tabulated or calculated on site, and/or a prize of any kind (monetary - merchandise or recognition by plaque or trophy) is given to a person or persons, and use of the facility requires any arrangements above and beyond the normal function of the facility (tent construction, extra electricity, etc) shall be considered a fishing contest or tournament. This is independent of whether a DNR permit is required or not. Tournaments or outings with a minimum number of twenty (20) boats must also receive a permit from the City even if no special arrangements are required as described above. All contests or tournaments held at any City facility shall abide by rules set by the Park and Recreation Department of the City of Sturgeon Bay.

1. All individuals or groups wishing to hold a fishing tournament at a facility owned by the City of Sturgeon Bay must receive a permit from the DNR, (if required by DNR rules) and follow all DNR regulations (DNR, Sturgeon Bay office phone # (920) 746-2860).
2. All individuals or groups wishing to hold a fishing tournament at a facility owned by the City of Sturgeon Bay must receive the proper permits from the City of Sturgeon Bay and submit required insurance and indemnification, and pay all associated fees. Tournament officials must contact the Director of Municipal Services thirty (30) days prior to the tournament. Tournaments affecting the normal operations of the City facility as determined by the Superintendent may require approval by the Park & Recreation Committee.
3. Tournament officials are required to do a walkthrough of tournament activities with the Park & Recreation Superintendent or his representative during normal working hours (Monday through Friday, 7:00 a.m. to 3:30 p.m.) a minimum of 24 hours prior to the tournament.
4. A responsible contact person for the tournament must be identified to the Park & Recreation Department prior to the tournament during normal working hours.
5. A map or sketch of the layout of the tournament activities must be provided to the Park & Recreation Department prior to the tournament.
6. Any changes from the map or pre-tournament arrangements must be cleared through the City of Sturgeon Bay Park & Recreation Superintendent prior to the start of the tournament during normal working hours.
7. Parking and weigh-in at no time shall hinder the public's use of the launch site.
8. **Due to the timing of the smallmouth bass spawn no permits for bass tournaments will be issued during the months of May or June unless the tournament uses a "weigh on the water" format. Scales are available at no cost through the Sturgeon Bay Bass Tournament, contact the City's Parks Department for a point of contact.**
9. **No permits will be issued for walleye tournaments prior to May 15<sup>th</sup> unless weigh on the water format is used.**

10. No permits for any tournament will be issued for the July 4<sup>th</sup> weekend (3 days). The weekend after the 4<sup>th</sup> of July holiday weekend, the last weekend in July and the 1<sup>st</sup> weekend in August.

#### **Parking**

1. Parking for trucks and trailers shall be at the southernmost portion of the parking lot to reduce congestion in the main parking area.
2. If the tournament has more than 100 boats registered or expected to register and is during a weekend, the tournament director may be required to arrange for offsite parking or consider allowing boats to launch from other boat ramps.
3. Co-anglers shall park two vehicles per parking spot to reduce the number of spaces used or should park off-site.

#### **Weigh-ins**

The City of Sturgeon Bay strongly encourages the "weigh-on-water" format for all fishing tournaments. If there are two different groups trying to have a tournament on the same date(s), priority will be given to one if they weigh on the water.

The Park & Recreation Committee has authority to suspend or modify any of the above rules and regulations.

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

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the proposed price adjustments to Geneva Ridge as presented.

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: March 26, 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: Price adjustment for Geneva Ridge single-family homes

Background: The City of Sturgeon Bay entered into a development agreement with JPEJ, LLC to construct and sell 24 single-family homes on lots within Geneva Ridge Subdivision. The agreement includes six home designs and establishes pricing for those designs. The goal is to keep the sale prices as low as possible so that they are affordable for Door County employees. The agreement also provides for periodic adjustments to the purchase prices based upon changes in the cost of construction or materials.

JPEJ, LLC submitted their request for a price adjustment. The new prices keep the lowest cost option the same, but increase the other five options by \$3,000 to \$9,000. The percentage increase for the six options are 0%, 1.1%, 1.7%, 2.3%, 3.0%, and 3.0%. The developers report that they put pressure on the subcontractors to keep their pricing as low as possible in order to keep the homes affordable. The increases are lower than other construction projects in Door County.

City staff reviewed the proposed pricing structure and has no concerns. The development agreement allows up to two price adjustments per year and the original pricing structure was created last spring.

Fiscal impact: None. The increase in the cost of the homes would be borne by the homebuyer.

Recommendation: Approve the proposed pricing dated March 15, 2024 as presented.

Prepared by: Martin Olejniczak  
Martin Olejniczak, Community Development Director

Mar. 20, 2024  
Date

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

Mar. 20, 2024  
Date



*Proposed*

**PortSide Builders, Inc.**

Work Force Project Updated Sales Prices  
City of Sturgeon Bay

Friday, March 15, 2024

Summary of Current Pricing

The Pine 1,064 sq. ft. 3-bedroom, 1-bathroom	\$269,900
The Birch 1,210 sq. ft. 3-bedroom, 1-bathroom	\$282,900
The Chestnut 1,241 sq. ft. 3-bedroom, 2-bathroom	\$299,900
The Beech 1,295 sq. ft. 3-bedroom, 2-bathroom	\$306,900
The Maple 1,344 sq. ft. 3-bedroom, 2-bathroom	\$308,900
The Willow 1,218 sq. ft. 3-bedroom, 2-bathroom	\$313,900

*existing*

## **PortSide Builders, Inc.**

Affordable Housing Project being developed for  
City of Sturgeon Bay

Friday, April 14, 2023

### Summary of Current Plans and Pricing

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

## Excerpt from Geneva Ridge development Agreement

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

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

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

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

### D. Purchase of Lots/Homes.

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

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

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

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

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