

CITY OF STURGEON BAY
FINANCE/PURCHASING & BUILDING COMMITTEE
TUESDAY JANUARY 14, 2020
Council Chambers, City Hall - 421 Michigan Street
4:00pm

1. Roll call.
2. Adoption of agenda.
3. Public comment on agenda items and other issues related to finance & purchasing.
4. Consideration of: Agreement for Assessment Services with Associated Appraisal Consultants including Interim Market Update Revaluation for Property Assessments and Budget Amendment.
5. Consideration of: Price Adjustment for a 2019 John Deere 5090M, 4x2 with Rear and Side Flail Mower.
6. Consideration of: Agreement with Sturgeon Bay Visitor Center for Graham Park Improvements.
7. Review bills.
8. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Notice is hereby given that a majority of the Common Council may be present at this meeting to gather information about a subject over which they have decision-making responsibility. If a quorum of the Common Council does attend, this may constitute a meeting of the Common Council and is noticed as such, although the Common Council will not take any formal action at this meeting.

Posted:

Date: 01/10/20

Time: 3:40 p.m.

By: TM

Finance/Purchasing & Building Committee Members:

Helen Bacon, Chair

Seth Wiederanders, Vice Chair

Dan Williams

Executive Summary

Title: Agreement for Assessment Services with Associated Appraisal Consultants including Interim Market Update Revaluation for Property Assessments

Background: The assessing department is responsible for establishing and maintaining values for all non-manufacturing property in the city. Most of the time assessed values are simply carried over from previous year if no changes to the property occur such as building projects, ownership changes or lot splits. But municipalities are periodically required to perform a full revaluation of all parcels. The state requires a revaluation if a city's assessment ratio is less than 90% or more than 110% of actual market value. But the state recommends doing a revaluation every 5 to 10 years even if the ratio is close to actual market value in order to ensure fairness amongst all properties and property categories.

The last revaluation for Sturgeon Bay occurred in 2004. Hence, an argument can be made that a revaluation should occur due to the long amount of time that has passed. For instance, the long period since the last revaluation was cited by the judge as one of the factors in his decision to rule in favor of lowering the assessed value for Stone Harbor. The current assessment ratio is 90.5%, which is close to threshold for triggering a required revaluation. Thus, if market value of real estate continues to go up, the City may be obligated to perform the revaluation.

Over the last several years the City has been reluctant to commit to a full revaluation because of the cost – about \$250,000. Instead the Council has elected in most years to put a set amount into a reserve account for that purpose. The reserve account now has \$125,000. Recently, the City's contracted assessor, Associated Appraisal Consultants, informed us about another option for revaluing the City's property. This option is called an Interim Market Update Revaluation. This option, as opposed to a full revaluation, is often used when there is confidence in the property record system and all that is needed is professionally performed valuation updating. Interior property inspections and measurements are not performed. Because Sturgeon Bay has a robust computerized property records system and good track record of requiring and enforcing building permits, we believe the current property information is accurate and all that is needed is to reset the property values based upon that data.

Associated Appraisal has offered to perform the Interim Market Update Revaluation during 2020 for \$93,000. This figure is less than the amount in the Assessing Revaluation Reserve Account. Staff believes this option is a very cost effective option to update the property assessments and ensure fairness across all categories of property.

The second assessing issue involves the annual maintenance assessment services. The City has contracted with Associated Appraisal for the assessing services since 2010. The current contract runs through this year. Associated Appraisal is offering to extend the contract for an additional three years through 2023. Their proposed annual fee is \$33,000 for each of the additional three years, which is a 3.1% increase over the 2020 annual fee of \$32,000.

City staff has been very satisfied with Associated Appraisal's performance. There have been very few appeals to the Board of Review over the assessed amounts. There have been virtually no instances of property tax refunds due to mistakes by the assessor. The \$1,000 increase for the maintenance work is appropriate given that this amount has not been increased in several years and will not increase during the additional three years of the proposed contract. Therefore, staff is in agreement with the proposal.

Fiscal Impact: The extension of the contract has a fiscal impact of \$33,000 for each of the years 2021, 2022, and 2023. The \$33,000 will need to be budgeted in the operating budget for those years. There is no impact for 2020 because the amount (\$32,000) does not change.

For the Interim Market Update Revaluation the fiscal impact is \$93,000. That amount can be taken from the existing reserve account, which was already taxed for that purpose. Thus, there is no need for additional funding for that aspect of the proposed contract. This is a non-budgeted item which will require a $\frac{3}{4}$ vote of the Council and a formal budget amendment which requires a $\frac{2}{3}$ vote of the Council.

Recommendations:

- 1) Approve the Agreement for Assessment Services with Associated Appraisal Consultants through year 2023 and the Additional Scope of Services for the Interim Market Update Revaluation (Non-budgeted $\frac{3}{4}$ vote required at Council).
- 2) Forward to the Common Council a budget amendment resolution to increase the 2020 General Fund budget in an amount of \$93,000 for the Interim Market Update Revaluation for Property Assessments (Requires $\frac{2}{3}$ vote = 5 at Council)

Drafted by: Marty Olejniczak
Marty Olejniczak
Community Development Director

Jan 9, 2020
Date

Reviewed by: Valerie Clarizio
Valerie Clarizio
Finance Director

1/9/20
Date

Reviewed by: Josh Van Lieshout
Josh Van Lieshout
City Administrator

1/9/20
Date

RESOLUTION

RESOLUTION AUTHORIZING ADJUSTMENTS TO THE 2020 GENERAL FUND BUDGET

WHEREAS, the 2020 appropriations need to be adjusted for the General Fund Budget; and

WHEREAS, appropriations in the amount of \$32,000 in the 2020 General Fund Budget relating to Professional Contract Services in the Assessing Department needs to be increased by \$93,000, for a line item total of \$125,000, and appropriated to enter into an agreement with Associated Appraisal Consultants to perform an Interim Market Update Revaluation.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Sturgeon Bay; That the budget adjustment as stated above is hereby budgeted and appropriated in 2020, as applicable.

* * * *

Read by _____.

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

Passed by the Council on the _____ day of _____, 2020.

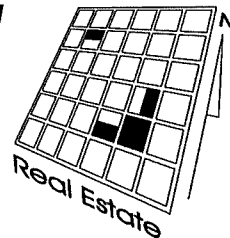
AGREEMENT FOR ASSESSMENT SERVICES

Prepared for the
City of Sturgeon Bay
Door County

By

***Associated Appraisal
Consultants, Inc.***

Appleton ■ Hurley ■ Lake Geneva



**W6237 Neubert Road | P.O. Box 291
Appleton, WI 54942-0291
Phone (920) 749-1995/Fax (920) 731-4158**

Lake Geneva Office
Walworth County
Lake Geneva, WI 53147-1114

Ironwood, Michigan Office
N10257 Lake Road
Ironwood, MI 4993

Hurley Office
Iron County
P.O. Box 342
Hurley, WI 54534-0342

AGREEMENT FOR MAINTENANCE ASSESSMENT SERVICES

This Agreement is by and between the **City of Sturgeon Bay, Door County, State of Wisconsin**, a municipal corporation (hereafter "Municipality") and ASSOCIATED APPRAISAL CONSULTANTS, INC., with its principal office at W6237 Neubert Road, Appleton, WI 54913 (hereafter "Assessor") as follows:

I. SCOPE OF SERVICES. All services rendered shall be completed in full accordance and compliance with Wisconsin Statutes, the *Wisconsin Property Assessment Manual* and all rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue as of the date of this agreement. That being said, this agreement is being provided under the assumption all property records are in a digital format. Digital property records include digital photographs, sketches and property record data compliant with Wisconsin Department of Revenue mandates. In the event the records are not digital, there shall be an additional cost for conversion. Additional scope of services performed by the Assessor are further described in Appendix A that is attached hereto and incorporated herein by reference.

INSPECTIONS. The following inspection cycle is to be completed by the Assessor annually:

- 1) New construction, annexed properties, and properties with a change in exemption status shall be physically inspected, and the property record card prepared or updated as needed.
- 2) Properties affected by building removal, fire, significant remodeling (those requiring a building permit), or other major condition changes shall be physically inspected.
- 3) Improved properties under construction over a period of years shall be re-inspected.
- 4) All sales properties, legal description changes, and zoning changes shall be reviewed and inspected if deemed necessary to ensure a fair assessment.
- 5) Requests for review by property owners, made after the close of the municipal Board of Review, and prior to signing the affidavit for the next assessment roll, shall be physically inspected during the current assessment cycle.
- 6) A classification review shall be conducted annually to determine eligibility for agricultural use value assessment and the assessment of agricultural forestland and undeveloped land.

A. PARCEL IDENTIFICATION. The legal description and size of each land parcel shall be contained in the existing property records. The drawings and measurements of each primary improvement shall be contained in the existing property records. For all new records, the Assessor shall provide digital drawings and digital photographs of each primary improvement. In the event of a discrepancy found in existing records, the Assessor shall investigate and correct the record.

B. PREPARATION OF RECORDS. Appropriate records shall be used in the evaluation and collection of data for residential improvements, commercial improvements, and

agricultural improvements. All information relating to the improvements shall be obtained and shown as provided on the respective forms. The Assessor shall supply to the Municipality a complete set of property records in a computer readable format compatible with the Municipality's computer system and update records within fourteen (14) days of final adjournment of the Board of Review. Records shall be updated prior to open book and again to reflect any changes made at Board of Review.

C. **APPROACH TO VALUE.** Assessor shall assess all taxable real estate according to market value, as established by professionally acceptable appraisal practices, except where otherwise provided by law. Assessor shall consider the sales comparison approach, the cost approach and the income approach in the valuation of all property.

- 1) **Sales Comparison Approach.** Assessor will collect, compile and analyze all available sales data for the Municipality in order to become familiar with the prevailing market conditions and activity. A detailed analysis of sales data will be prepared, including a picture book of recent residential and agricultural sales. Vacant land sales will also be compiled and analyzed. In valuing property by the sales comparison approach, subject properties will be appraised through a detailed comparison to similar properties that have recently sold, making careful consideration of similarities and differences between the subject and comparable sale properties.
- 2) **Cost Approach.** The cost approach to value will be considered for all taxable improved property. Replacement costs for residential and agricultural improvements will be calculated per Volume II of the *Wisconsin Property Assessment Manual*. Replacement costs for commercial improvements will be calculated using Marshall & Swift valuation service. All accrued depreciation, including physical deterioration, functional obsolescence, and economic obsolescence will be accurately documented and deducted from current replacement costs.
- 3) **Income Approach.** Consideration of the income approach to value will be made when the income or potential income generated by the real estate is deemed likely to affect the property's resale value. Data to be analyzed will include economic rents, typical vacancy rates and typical operation expense ratios. In the valuation of property by the income approach, adequate records will be prepared, showing a reconstruction of income and expenses, as well as all calculations used to arrive at market value, including formulas and capitalization rates as appropriate to the type of property being appraised.

D. **OPEN BOOK CONFERENCE.** Upon completion of the Assessor's review of assessments and prior to completion of the assessment roll, the Assessor shall hold open book conferences for the purpose of enabling property owners or their agents to review and compare the assessed values. The Assessor shall mail a notice of assessment for each taxable parcel of property whose assessed value has changed from the previous year. The notice form used shall be that prescribed by the Department of Revenue, and include the time and place the open book conference(s) will be held. Mailing shall not be less than fifteen days prior to the first day of the conference for the convenience of property owners. The Assessor shall take the phone calls to schedule appointments for the open book conference as needed. The assessor shall be present at the open book conference for a time sufficient to meet with the property owners or their agents

and shall be present at least two hours or as needed. Assessor shall provide the necessary staff to handle the projected attendance.

E. **COMPLETION OF ASSESSMENT ROLL AND REPORTS.** The Assessor shall be responsible for the proper completion of the assessment roll in accordance with current statutes and the *Wisconsin Property Assessment Manual*. The Assessor shall provide final assessment figures for each property to the Municipality, and the roll shall be totaled to exact balance. Assessor shall prepare and submit all reports required of the Assessor by the Wisconsin Department of Revenue; postage is at the Assessor's expense.

F. **BOARD OF REVIEW ATTENDANCE.** Assessor shall attend all hearings of the Municipal Board of Review to explain and defend the assessed value and be prepared to testify under oath regarding the values determined. In the event of appeal to the Wisconsin Department of Revenue, Assessor shall be available upon request of Municipality to furnish testimony in defense of the values determined for up to eight employee hours per parcel. Testimony in excess of eight employee hours will require an addendum to this agreement. Assessor shall arrange and provide the Personal Property and Real Estate Assessment Roll for viewing by the public as prescribed in Chapter 5 of the Wisconsin Property Assessment Manual, as amended each year, and adhere to any county or Municipality business requirements as prescribed under Wis. Stat. § 70.09(3)(c). Any outside counsel services requested by the Assessor shall be provided and paid for by the Municipality as agreed upon by both parties.

G. **PERSONAL PROPERTY ASSESSMENTS.** The Assessor shall assist the Municipality prepare and distribute annual personal property statements to all businesses; postage is at the Municipality's expense. By May 1st each year the Assessor will assist the Municipality review statements and follow up with un-filed or incorrect statements. The Assessor shall determine the appropriate assessment. The Assessor shall exercise particular care so that personal property as a class on the assessment roll bears the same relation to statutory value as real property as a class.

H. **PUBLIC REQUESTS.** The Assessor shall timely respond to all open records requests received by the Assessor. In so doing, the Assessor shall comply with the confidentiality provisions of the law, including sec. 70.35(3), regarding the personal property return; sec. 70.47(7)(af), regarding income and expense information provided to the assessor and board of review; and sec. 77.265, the real estate transfer return.

I. **AVAILABILITY.** The Assessor shall maintain telephone service to receive calls from the Municipality or property owners five days a week from 8:00 a.m. to 4:30 p.m. excluding holidays and company paid time off. Internet communication is available twenty-four hours per day. The Assessor shall timely respond to all telephone inquiries within two working days or sooner. The Assessor shall copy the municipal clerk on those issues that have been raised to the clerk or board and subsequently passed on to the Assessor. Assessor shall be available to attend City meetings at the request of the Municipality for up to four (4) hours annually not including annual assessment required meetings. Any additional meetings the Assessor shall be asked to attend beyond four (4) hours shall be compensated at the customary rates charged by the Assessor. The Municipality and the Assessor shall discuss the cost prior to attendance.

J. **MUNICIPAL RECORDS.** The Municipality shall allow access and make available to the Assessor municipal records such as, but not limited to, previous assessment rolls

and records, sewer and water layouts, permits, tax records, records of special assessments, plats, and any other maps currently in the possession of the Municipality at no cost.

K. **MAPS.** Municipality shall provide at no cost to Assessor any plat maps, zoning maps, cadastral maps, or other maps currently in the possession of the Municipality. If such maps necessary for our work are not in the possession of the Municipality, Assessor shall obtain them from the County surveyor, Register of Deeds, or other sources at the Municipality's expense.

II. GENERAL REQUIREMENTS

A. **OATH OF OFFICE.** As the Assessor is a corporation, the person designated as responsible for the assessment shall take and subscribe to an oath or affirmation supporting the Constitution of the United States and to the State of Wisconsin and to faithfully perform the duties of Assessor. The oath shall conform to Section 19.01, Wis. Stats. and be filed with the Municipal Clerk prior to commencing duties. Assessor shall assume the appointed office of City assessor as per Wisconsin Statutes 70.05 (1) for the duration of this contract and shall perform all statutory duties appertaining to such office. As such the Municipality shall hold harmless the Assessor from all claims and liabilities relating to the assessment or taxation of property, including but not limited to claims made under Statutes 74.35, 74.37 and circuit court claims, unless otherwise specified in this agreement and except for liabilities incurred pursuant to Wis. Stats. s. 70.501 relating to fraudulent valuations.

B. **QUALIFICATIONS AND CONDUCT OF PERSONNEL.** The Assessor shall provide at its own expense any personnel necessary and shall comply with the following:

- 1) All personnel providing services shall be currently certified in compliance with Sec. 70.05 and 73.09, Wis. Stats. and the administrative rules prescribed by the Wisconsin Department of Revenue.
- 2) Assessor's field representatives shall carry photo identification cards.
- 3) All employees, agents, or representatives of the Assessor shall conduct themselves in a safe, sober, and courteous manner while performing services within the Municipality.
- 4) The Assessor shall review any complaint relative to the conduct of the Assessor's employees and take appropriate corrective action. If the Municipality deems the performance of any of Assessor's employees unsatisfactory, the Assessor shall, for good cause, remove such employees from work upon written request by Municipality.

C. **ASSESSOR PROVIDED INSURANCE AND INDEMNITY.** The Assessor agrees as follows:

- 1) The Assessor shall obtain and maintain during the term of this contract full coverage insurance to protect and hold harmless the Municipality which insurance is to include:
 - (a) Workers Compensation State of Wisconsin requirements
 - (b) General Liability

General Aggregate	\$ 2,000,000
Products/Completed Operations	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Personal & Advertising	\$ 1,000,000
Fire Damage	\$ 100,000
Medical Expense	\$ 10,000

(c) Comprehensive Auto Liability

Combined Single Limit	\$ 1,000,000
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- 2) The Assessor shall provide the Municipality with certificates for all required insurance, with the Municipality as a named insured. All insurance coverage shall contain a 10-day advance notice of cancellation to the Municipality. The Assessor shall timely pay all insurance premiums.
- 3) Liability for bodily injury, disability, and/or death of employees or any person or for damage to property caused in any way, directly or indirectly, by the operations of the Assessor within the Municipality shall be assumed by that Assessor.

D. OWNERSHIP OF RECORD. All records prepared or maintained in connection with assessments in the Municipality shall at all times be and remain the sole property of the Municipality, including (a) all records prepared in connection with assessments in the Municipality including, but not limited to property records, personal property forms, maps, and any other schedules or forms, (b) all records and materials obtained from the municipality and not previously returned to include maps, and Assessor's records, and (c) materials specifically obtained and/or used for performance of assessment work for the Municipality, to include aerial photos, maps, depth factor tables, copies of leases, correspondence with property owners, sales data, copies of real estate transfer returns, and operating statements of income property, and (d) if the record system is computerized, at a minimum, provide that the software be able to create an exportable text file of data (e) if the municipality requires a conversion of the electronic assessment records to a neutral file format, such as a text file format or a tab delimited format, the municipality agrees to pay the actual cost of such conversion.

III. TERM AND TERMINATION

A. TERM. The term of this Contract is for the **2020, 2021, 2022 and 2023** assessment year(s). The assessor shall have completed all work under this agreement on or before the fourth Monday in April or 45 days thereafter, excluding appearances beyond the Board of Review. The date of completion may be extended, if necessary, under the terms of this contract and by mutual consent.

B. TERMINATION. Either party may terminate this Contract only with cause, cause being defined as default of the other party of terms of this Contract upon sixty (60) days written notice to the other party. Upon termination by either party, Assessor shall deliver to the Municipality all records and materials in Assessor's possession used or created during this Contract. During the 60-day wind down period, both Assessor and the Municipality shall act in good faith with each other and cooperate in the orderly transfer of records. If termination occurs

during the course of ongoing assessment work, any compensation not yet paid to the Assessor shall be paid based on a weighted scale relative to work completed to date.

C. **AUTOMATIC RENEWAL.** This Agreement will automatically renew for successive annual assessment years unless either party, on or before July 1 of the preceding year, notifies the other party by certified mail of their desire to non-renew.

IV. COMPENSATION

- A. The Municipality shall pay the Assessor **Thirty-Two Thousand Dollars (\$32,000.00)** for 2020, and **Thirty-Three Thousand Dollars (\$33,000.00)** for each of the 2021, 2022 and 2023 assessment year(s) for maintenance services through December 31, 2023.
- B. The compensation due the Assessor shall be paid in monthly installments throughout the 2020, 2021, 2022 and 2023 assessment year(s).
- C. The Municipality shall not be billed for postage, mileage or supplies unless otherwise specified in this agreement and/or addenda.
- D. **Renewal Adjustments:** A cost of living adjustment of not more than three percent (3.0%) will be applied on an annual basis for each year of automatic renewal after 2023.
- E. Additional compensation that may be due to the Assessor as a result of services that are beyond the scope of this agreement will be invoiced in the month subsequent to the month in which the services were provided.
- F. **Optional Website Posting:** The Municipality shall have the option to post assessment data on our website for an additional cost of a penny and a half per parcel per month ($\$.015 * 4,902 = \73.53) payable to a third-party vendor. Should the parcel count change, this cost would decrease or increase at the rate of \$.015 per parcel.
*** Please initial yes or no to post data to the website. ***
Yes _____ No _____

V. SIGNATURES



Mark Brown
President
Associated Appraisal Consultants, Inc.

01/09/2019

Date

Authorized Signature
City of Sturgeon Bay

Date

**APPENDIX A
ADDITIONAL SCOPE OF SERVICES**


This Appendix A is attached to and incorporated into the agreement for maintenance assessment services made by and between the **City of Sturgeon Bay, Door County, State of Wisconsin**, a municipal corporation (hereafter "Municipality") AND ASSOCIATED APPRAISAL CONSULTANTS, INC., with its principal office at W6237 Neubert Road, Appleton, WI 54913 (hereafter "Assessor").

In consideration of the promises and agreements hereinafter set forth, and in consideration of the execution of those promises, both parties agree to the following:

OPTIONAL – INTERIM MARKET UPDATE REVALUATION

- I. **SCOPE OF SERVICES.** This optional service shall be provided only upon request by the Municipality. Assessor shall perform one interim market update revaluation for the **2020** assessment year of all taxable real estate and personal property during this additional scope of services agreement.
- II. **DURATION.** Assessor shall complete all work on or before October 30th of the year in which the revaluation service is conducted. If reasonably unforeseen circumstances outside the control of Assessor cause a delay completion of the work, the parties agree to cooperate in good faith to reach an agreement on an extension of time.
- III. **COMPENSATION**
This additional scope of services agreement runs simultaneously with the 2020-2023 Agreement for Assessment Services. The Municipality shall pay the Assessor an additional **Ninety-Three Thousand Dollars (\$93,000.00)** during the revaluation assessment year. All postage and mailing expenses shall be at the Municipality's expense during the revaluation year.
 - A. The compensation due the Assessor shall be made on a monthly basis for services and expenses incurred during a Revaluation year. Monthly invoices shall reflect the percentage of work completed, less 5 percent retained by the Municipality until completion of the revaluation and final adjournment of the Board of Review.

SIGNATURES



Mark Brown
President
Associated Appraisal Consultants, Inc.

01/09/2019

Date

Authorized Signature
City of Sturgeon Bay

Date

Reviewed By:

Josh VanLieshout
City Administrator

Date: _____

Executive Summary

Date: 09 January 2020

Title: Price adjustment for a 2019 John Deere 5090M, 4X2, With Rear and Side Flail Mower

Background: In May 2019 Municipal Services Department opened bids for a new 2019 tractor with rear and side flail mower. The process was in accordance with the City of Sturgeon Bay Purchasing & Property Accountability Policy. There was only one bid received. After receiving the tractor and mowers and Eis Implement Inc. taking the City's tractors it was noticed that the invoice did not match with the proposal that was approved through the Finance Committee and the Common Council. Due to a clerical error by Eis Implement, the price was \$20,000 higher than the proposal. When Eis Implement transferred their bid to the City's bid document they used their bid amount as the price line, then they deducted the trade-in value which led to the error.

Eis Implement Inc, Two Rivers, WI

(1) 2019 John Deere 5090M, 4X2 with rear and side flail mower

Purchase Price	\$83,231
Trade in Value 95 Ford	\$5,000
Trade in Value 00 New Holland	\$15,000
1300 lb counterweight option	\$2,600
Final Cost	\$63,231

The Director of Finance and Director of Municipal Services had a meeting with the sales associate from Eis Implement where he showed how there is very little money made by their dealership and explained how the error was made. Both were satisfied that it was an error and not an attempt to win a bid. Again, only one bid was received through the public bidding process, so had Eis bid been submitted without the error, it would have still been accepted by the City since the equipment meets the standards of the specs, and the pricing was within the City's budget.

The 2019 capital budget, 10-400-000-59060, included \$79,100 for the purchase of a tractor and flail mowers.

Fiscal Impacts: \$63,231

Recommendation: Staff recommends purchasing the (1) New 2019 John Deere 5090M with rear and side Tiger flail mowers from Eis Implement at a price not to exceed at a price of \$63,231, including the trade of our 1995 Ford 6640 and our 2000 New Holland TL-90.

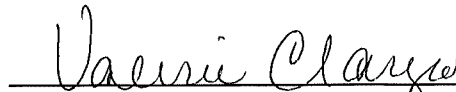
Prepared By:



Mike Barker
Municipal Services Director

Date: 10 Jan 2020

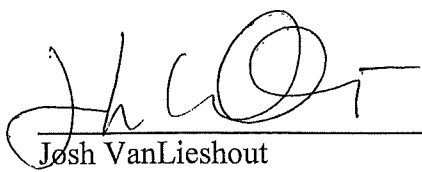
Reviewed By:



Valerie Clarizio
Finance Director

Date: 1/10/20

Reviewed By:



Josh VanLieshout
City Administrator

Date: 1/10/20



Invoice for
Purchase Order for
John Deere Equipment (U.S. Only)

PO# 06770212
PO Revision# Original

Invoice Number

Invoice Date Jan 03, 2020

PURCHASER'S NAME - First Signer (First, Middle Initial, Last) CITY OF STURGEON BAY PUBLICS WORKS (SECOND LINE OF OWNER NAME)			DATE OF ORDER Jan 06, 2020	COMPANY UNIT 08	DEALER ACCOUNT NO. 083838
STREET OR RR 836 N 14TH AVE			DEALER ORDER NO. 08122729		
TOWN STURGEON BAY			STATE WI	ZIP CODE 54235	SOC. SEC.
COUNTY Door			PURCHASER ACCT. PHONE NO. 920-746-6922		IRS NO.
E-MAIL ADDRESS			EIN. NO.		
PURCHASER'S NAME - Second Signer			TRANSACTION TYPE Cash Sale		
STREET OR RR			PURCHASER SALES TAX EXEMPT		
TOWN			SELLER'S NAME & ADDRESS EIS Implement, Inc. 8431 County Road B Two Rivers, WI 54241 920-684-0301		
Use County DOOR			I (We), the undersigned, hereby order from Dealer the Equipment described below, to be delivered as shown below. This order is subject to Dealer's ability to obtain such Equipment from the manufacturer and Dealer shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond Dealer's control. The price shown below is subject to Dealer's receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.		
Use State/Province WI					

± **NOTICE:** Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere. Purchaser may deactivate Telematics by contacting the JDLink Global Support group at 1-800-251-9928 or via email at jdlinksupport@johndeere.com.

QTY	NEW	DEMO	RENTAL	USED	Equipment & Value Added Service (Give Model, Size & Description)	Hours of Use	PRODUCT IDENTIFICATION NUMBER	DELIVERED CASH PRICE (Or Total Lease Payments)	
1	x				2019 JOHN DEERE 5090M Utility Tractor Stock # 15525	0	1LV5090MHKK101075	\$ 44,150 00	
1	x				2019 TIGER TSF-75	0		\$ 39,081 00	
I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.							TOTAL CASH PRICE		\$ 83,231 00
QTY	DESCRIPTION OF TRADE-IN					Hours of Use	PRODUCT IDENTIFICATION NUMBER	AMOUNT	
1	FORD 6640					6417	BD76092	\$ 5,000 00	
1	2000 NEW HOLLAND TL-90					500	001191540	\$ 15,000 00	
							TOTAL TRADE-IN ALLOWANCE		\$ 20,000 00
PURCHASER TYPE 1 Commercial					MARKET USE 92 Highway Mowing		1. TOTAL CASH-PRICE		\$ 83,231 00
COMMENTS:							2. TOTAL TRADE-IN ALLOWANCE		\$ 20,000 00
							3. TOTAL TRADE-IN PAY-OFF		\$ 0 00
							4. BALANCE		\$ 63,231 00
							5. Wire Transfer Fee -Taxable		\$ 0 00
							6. Wire Transfer Fee - Non Taxable		\$ 0 00
							10. EST. SERVICE AGREEMENT TAXES		\$ 0 00
							11. SUB-TOTAL		\$ 63,231 00
							12. CASH WITH ORDER		\$ 0 00
							13. RENTAL APPLIED		\$ 0 00
							14. CASH DISCOUNT		\$ 0 00
							15. BALANCE DUE		\$ 63,231 00

IMPORTANT WARRANTY NOTICE: The John Deere warranty applicable to new John Deere Equipment is printed and included with this document. There is no warranty on used equipment. The new equipment warranty is part of this contract. Please read it carefully. **YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.**

NOTICE: Use of John Deere Services, if applicable, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not use the Services.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board, In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

ACKNOWLEDGEMENTS - I (We) promise to pay the Balance Due (line 15) shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

Executive Summary

Date: May 2, 2019

Title: Award of Bid for a 2019 John Deere 5090M, 4X2, With Rear and Side Flail Mower

Background: On May 1, 2019 the Municipal Services Department opened bids for a new 2019 tractor with rear and side flail mowers. In accordance with the City of Sturgeon Bay Purchasing & Property Accountability Policy, specifications were prepared and competitive sealed bidding was used to obtain pricing. One bid was received:

Eis Implement Inc, Two Rivers, WI

(1) 2019 John Deere 5090M, 4X2 with rear and side flail mower

Purchase Price	\$60,631
Trade in Vaule 95 Ford	\$5,000
Trade in Value 00 New Holland	\$15,000
1300 lb counterweight option	\$2,600
Final Cost	\$43,231

The 2019 capital budget, 10-400-000-59060, included \$79,100 with a trade amount of \$21,500 leaving \$57,600 available for the balance of the purchase of the tractor and flail mowers.

I recommend purchasing the new 2019 John Deere 5090M with rear and side Tiger flail mowers from Eis Implement.

Fiscal Impacts: \$43,231 and trade in of our 1995 Ford 6640 valued at \$5,000 and our 2000 New Holland TL-90 valued at \$15,000.

Recommendation: Staff recommends purchasing (1) New 2019 John Deere 5090M with rear and side Tiger flail mowers from Eis Implement Ford F-350 R/C 4X2 at a price not to exceed \$43,231, including the trade of our 1995 Ford 6640 and our 2000 New Holland TL-90.

Prepared By:



Mike Barker
Municipal Services Director

Date: 02 MAY 2019

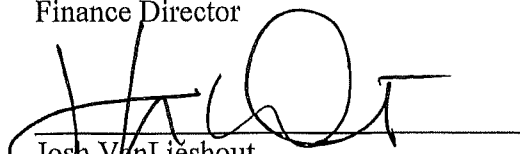
Reviewed By:



Valerie Clarizio
Finance Director

Date: 5/6/19

Reviewed By:



Josh VanLieshout
City Administrator

Date: 5/7/19

6

6

EXECUTIVE SUMMARY

TITLE: Consideration of: Agreement with SBVC for Graham Park Improvements

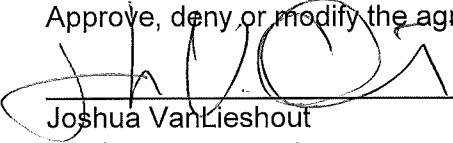
BACKGROUND: At the November 5, 2019 meeting of the Common Council a conceptual plan was approved for the installation of several improvements to Graham Park. The cost of the installation and remodeling of the park is being funded by a private donor through SBVC. To ensure that the City and SBVC is of the same understanding and to assign responsibilities for the completion of the project, a simplified agreement has been prepared for execution between the SBVC and the City of Sturgeon Bay.

SBVC and their contractor has reviewed the agreement is prepared to approve the same.

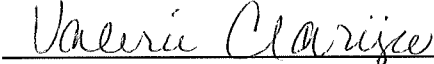
FISCAL IMPACT: Park improvements valued at \$300,000 made to Graham Park.

ACTION: Approve, deny or modify the agreement.

PREPARED BY:


Joshua VanLieshout

REVIEWED BY:


Valerie Clarizio

DATE: January 10, 2020

AGREEMENT

THIS AGREEMENT (hereinafter called the "Agreement") is made as of the ____ day of _____, 2020, by and between the THE CITY OF STURGEON BAY (the "City"), and the STURGEON BAY VISITOR & CONVENTION BUREAU, INC., a Wisconsin non-stock corporation (the "SBVCB"). The City and the SBVCB may be individually referred to as a "Party" and collectively as the "Parties."

RECITALS

A. The City owns a vacant parcel of real property legally described on the attached Exhibit A (the "Property").

B. The SBVCB has received a pledge of funds from an anonymous donor to be used for the proposed development of improvements to the Property as generally depicted on the attached Preliminary Drawing done by Sterling Landscape Services, dated September 30, 2019, a copy of which is attached hereto as Exhibit B, and to be known as Graham Park (the "Project").

C. The SBVCB desires to serve as the construction manager for the Project..

D. The City and the SBVCB have each determined that completion of the Project will result in a benefit to the City, the SBVCB and the public.

E. The City and the SBVCB desire to set forth the terms by which the Project will be approved and performed.

AGREEMENT

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

1. License to the SBVCB. The City hereby grants to the SBVCB a non-exclusive, temporary license for the sole purpose of performing the SBVCB's obligations under this Agreement. The license shall not be assignable or sublicensed by the SBVCB, provided, however, that the SBVCB's contractors and consultants shall have access to the Property to provide labor and materials for the Project. The license shall be terminated upon final completion of, and removal of construction equipment and materials from, the Project, as required in Section 3(j) below.

2. Conditions Precedent Before Commencement of Project. The SBVCB may commence the Project only after the Parties have first fulfilled the following conditions:

(a) Plans. The SBVCB shall have presented plans of the Project (the "Plans") to the City for approval which shall include a site plan, demonstrating that the Project, when completed, will comply with all applicable federal, state and municipal code necessary for the use and enjoyment of the Project for its intended purposes. The Plans shall also include provisions for the landscaping and/or ground cover of the Project Site installed as of the date the Project is completed. The SBVCB may submit to the City proposed revisions in the approved Plans in

order to enhance the achievement of the objectives of this Agreement and to improve and refine the previously approved Plans.

(b) The SBVCB shall have obtained all permits and approvals required to commence and complete the Project. The City of Sturgeon Bay will incur the cost of permit fees for this project.

(c) Project Budget. The SBVCB shall submit to the City a budget for the Project that sets forth in detail all “hard and soft” costs of the Project, which shall include costs necessary to implement any required changes, and also contains a minimum of a 10% cost overrun contingency. SBVCB warrants that it has sufficient funds available to complete the project as presented in the plans.

(d) Project Schedule. Simultaneously with the submission of the proposed budget, the SBVCB shall submit to the City and the Property Committee a Project Schedule that will set forth the commencement date, substantial completion date and final completion date of the Project.

(e) List of Contractors. The SBVCB shall have provided the City with a list of the contractors, including name, address and principal contact information, the SBVCB proposes to use on the Project.

(f) Proof of Insurance. The SBVCB shall have delivered to the City proof satisfactory to the City of compliance with the insurance requirements in Section 3(i) below.

(g) Cooperation. The Parties shall cooperate in good faith as necessary to ensure that the above conditions precedent are fulfilled in a timely fashion.

3. General Project Requirements. As long as the SBVCB has reason to be upon the Property to complete the Project or until the date of final completion of the Project, whichever is later, the SBVCB shall abide by the following requirements:

(a) Continued Compliance with Section 1 Conditions. The SBVCB shall be in strict compliance with all of the conditions set forth in Section 1 above.

(b) Compliance with Laws. The SBVCB shall comply with all applicable federal, state, and municipal codes throughout the Project. Nothing in this Agreement shall require the City to issue any permit, variance, exception or other approval unless the SBVCB satisfies the requirements for such permit, variance, exception or other approval.

(c) Secure Site. The SBVCB shall maintain the Property in an orderly and secure manner, providing appropriate fencing or other security measures. Any equipment and material staging shall likewise be adequately secured and well ordered.

(d) Diligence. The SBVCB shall diligently pursue, and shall cause its contractors to diligently pursue, completion of the Project.

(e) Quality of Work. All work performed by or for the SBVCB or the SBVCB's consultants and contractors shall be performed in a good and workmanlike manner in accordance with the approved Plans.

(f) Non-Discrimination. In employing any contractor or purchasing any materials for the Project, the SBVCB shall not discriminate on the basis of race, color, religion, sex or national origin or any applicable law or regulation.

(g) Reports, Information and City Inspections. The City may come upon the Project Site at any time the City deems appropriate for the purpose of inspecting the Project and investigating its status and any matters that may affect the Project. The City shall endeavor to give advance notice of any such inspection to the SBVCB, which may be verbal notice, but the failure to give such notice shall not preclude the City from making any such inspection. The City may also discuss the status of construction with the SBVCB's contractors and any subcontractor, consultant or material supplier for the Project.

(h) Title. The SBVCB shall not allow any liens or encumbrances to attach to the Property. If any contractor files a lien against the Property, the SBVCB shall, within no more than 60 days after the filing of the lien, either (i) resolve the dispute and make payment, as appropriate, and provide proof of release of the lien, or (ii) pay to the Door County Clerk of Court an amount equal to 125% of the amount claimed under the lien to cause the lien to be removed as provided in §779.08 of the Wisconsin Statutes.

(i) Insurance.

(i) Insurance Required of the SBVCB. SBVCB shall keep in full force and effect during the Project a comprehensive protective liability insurance policy with personal injury limits of at least \$1,000,000.00 per occurrence, property damage limits of at least \$1,000,000.00 per occurrence, with aggregate coverage limits of at least \$2,000,000.00.

(ii) Insurance Required of Contractors. Before any contractor that will provide any labor or materials to the Project will be allowed onto the Property, the SBVCB shall have been provided proof of insurance, in the form of certificates of insurance from each such contractor of:

(A) comprehensive protective liability insurance policy with personal injury coverage of at least \$1,000,000.00 per occurrence, property damage coverage of at least \$1,000,000.00 per occurrence, auto liability coverage of least \$1,000,000.00; and an excess umbrella of at least \$2,000,000.00.

(B) workers compensation insurance in amounts as required by statute.

(iii) Additional Insureds and Notice of Cancellation/Termination. Each policy of insurance required hereunder shall name the City as an additional insured and shall not be cancellable or terminated except upon 30 day advance notice to the City.

(iv) Insurance Companies. Each insurance company providing insurance to the SBVCB or any contractor required to provide insurance hereunder shall be licensed to do business in the State of Wisconsin and have an AM Best rating satisfactory to the City in its sole discretion.

(j) Vacating Project Site. No later than five business days after final completion of the Project, the SBVCB shall promptly remove or cause to be removed from the Property all equipment used by the SBVCB's consultants or contractors in performing the Project and shall repair and restore those portions of the Property to reasonably equivalent condition as existed prior to such activities or to the condition required by the Plans.

(k) Assignment of Warranties and Manuals. Upon final completion of the Project, all warranties of the labor and materials, including equipment, provided to the Project shall be assigned by the SBVCB to the City and all manuals for the same shall be delivered to the City.

(l) Record Drawings. Upon final completion of the Project, SBVCB shall supply to the City two sets of record drawings depicting and describing the final location, depth, quantity, and material of any underground utilities (electric, water, irrigation, and drainage).

4. Representations and Warranties.

(a) By the SBVCB. The SBVCB represents and warrants to the City, which representations and warranties shall survive completion of the Project, that:

(i) The SBVCB is a Wisconsin non-stock corporation that has filed its required annual reports with the Wisconsin Department of Financial Institutions and has not filed articles of dissolution;

(ii) Entering into this Agreement is consistent with the SBVCB's articles of incorporation and bylaws;

(iii) All actions required of the SBVCB to authorize the SBVCB to enter into this Agreement and perform its obligations hereunder have been duly taken;

(iv) The person who is executing this Agreement on behalf of the SBVCB has been duly authorized to do so by all necessary corporate action;

(v) Entering into this Agreement will not violate any agreement by which the SBVCB is bound; and

(vi) Before executing this Agreement, the SBVCB has had sufficient opportunity to review a draft of this Agreement, negotiate its terms and participate in the drafting of its final version.

(b) By City.

(i) All actions required of the City to authorize the City to enter into this Agreement have been duly taken;

(ii) The persons who are executing this Agreement on behalf of the City have been duly authorized to do so by all necessary municipal action; and

(iii) Entering into this Agreement will not violate any agreement by which the City is bound.

5. Indemnification.

(a) General SBVCB Indemnity. The SBVCB, for itself, its officers, directors, members, employees, agents, contractors, insurers and attorneys, and all persons claiming under or through them (each, an "Indemnifying Party," and, together, the "SBVCB Indemnifying Parties"), shall protect, defend, indemnify and hold harmless the City, its council members, officers, employees, agents, contractors, insurers and attorneys, and all persons claiming under or through them (each an "Indemnified Party," and, together, the "City Indemnified Parties") of and from all demands, damages, fines, liability, costs, fees (including reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity), judgments, awards and any other sums due or claimed due and relating in any way to the presence of any of the SBVCB Indemnifying Parties upon the the Property or their involvement in the Project, except to the extent caused by the negligence or intentional misconduct of the City or its employees or invitees.

(d) Indemnification Procedure. The Indemnified Party shall give the Indemnifying Party prompt notice of any claim for which it seeks indemnification (an "Indemnified Claim") (provided, however, that such notice shall not be a condition to the indemnity obligations hereunder unless the Indemnifying Party is materially and adversely affected by the Indemnified Party's failure or delay in giving such notice). Unless the Indemnifying Party or its insurer(s) reasonably appear to be unable to fulfill their financial obligations under this section, the Indemnifying Party shall at all times have the right to control the defense of any Indemnified Claim, but, to the extent no conflict exists, will allow the Indemnified Party to consult with the Indemnifying Party and its insurer on any significant legal strategies, including, but not limited to motions to dispose of the claims, hiring experts, notices of depositions and settlement discussions. Except in the event of a conflict of interest, any settlement offers and agreements must be approved by both Parties, and such approval shall not be unreasonably withheld. Selection of a law firm and lawyer to defend an Indemnified Claim shall be subject to approval by the Indemnified Party, which shall not be unreasonably withheld; provided, however, if the Indemnified Party reasonably determines such law firm or lawyer is not providing an adequate defense to the Indemnified Claim, the Indemnified Party may require the Indemnifying Party to retain substitute counsel. Nothing in this subsection shall preclude the Indemnified Party from retaining counsel at its own cost to monitor and, as it deems necessary, participate in the defense of the Indemnified Claim.

6. Force Majeure. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. "Unavoidable delays"

means delays beyond the reasonable control of the Party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, the actions of either Party to this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency (each, a "Force Majeure Event"). The foregoing notwithstanding, the extension of time under this Section 6 shall continue for a period of ninety (90) days in the aggregate for all Force Majeure Events without the written consent of the other Party, which in the case of the City's consent, may be withheld in the City's sole discretion.

7. Default and Remedies.

(a) Default by the SBVCB. It shall be an Event of Default under this Agreement if:

(i) Failure to Provide Insurance. The SBVCB or any contractor that is required to provide insurance under this Agreement fails to maintain the required insurance and such insurance is not reinstated within one business day of its cancellation or termination, and, during any such period, the City may demand and the SBVCB shall promptly suspend work on the Project until the City acknowledges receipt of proof of cure, satisfactory to the City;

(ii) Failure to Abide by Other Terms. The SBVCB fails to perform any other of its obligations under this Agreement and such failure continues for a period of 30 days from the date of notice from the City to the SBVCB; provided, however, except as otherwise provided by this Agreement if such cure cannot reasonably be accomplished within such 30 days and the delay in cure does not materially impair the financial interests of the City, and if the SBVCB promptly commences cure within the 30 days of notice and diligently pursues cure thereafter, the SBVCB shall have a reasonable time, not to exceed 30 days after the initial 30 days (a total of 60 days) to cure;

(iii) Misrepresentation. Any representation or warranty made by the SBVCB in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;

(iv) Insolvency. The SBVCB is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing; or

(v) Involuntary Liens. Subsection 7(a)(ii) above notwithstanding, any lien, other than a lien for taxes not yet due and payable, is imposed upon the Property involuntarily due to the acts or omissions of the SBVCB and such lien is not removed as required under Section 3(h) above.

(b) Default by City.

(i) Failure to Satisfy Conditions Precedent. The City fails or unreasonably delays in the performance of any of the conditions precedent; provided, however, if such failure or delay is caused by events or omissions of third parties over which the City has no control, and if the City diligently pursues performance, the City shall not be in default; or

(ii) Misrepresentation. Any representation or warranty of the City in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;

(c) Remedies. In case of an Event of Default, the non-defaulting Party's remedies are limited to the following, which shall be the Parties' exclusive remedies under this Agreement:

(i) Termination. Terminate this Agreement without further notice, but such termination shall not affect the non-defaulting Party's right to assert any other right afforded under this Section 7(c);

(ii) Recourse to Bonds. To the extent of the existence of any bonds for the Project, seek performance or payment under the performance and payment bonds, as provided therein;

(iii) Other Remedies. Exercise any other right available in law or equity;
and

(iv) Costs and Attorney Fees. The prevailing party in any legal dispute regarding the negotiation, interpretation or enforcement of this Agreement shall be entitled to collect from the non-prevailing party the reasonable attorney fees and costs incurred by the prevailing party relating to such proceeding. In any such proceeding, the Parties shall request a specific finding from the court as to which of the Parties is the prevailing party.

(d) Limitation of Damages. Except as to indemnification obligations, neither Party shall be liable to the other for any consequential, indirect, incidental, punitive or exemplary damages. The City reserves all rights to the immunity and damage limitations afforded the City by statute, including, without limitation, s.893.80 of the Wisconsin Statutes.

(e) No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive the non-defaulting Party of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.

(f) Remedies Cumulative. The rights and remedies of the Parties provided in Section 7(c) of this Agreement shall be cumulative, and the exercise of any one or more such remedies shall not preclude the exercise by that Party, at the same or different times, of any other such remedies for any other default or breach by the other Party.

8. Miscellaneous.

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

(b) No Liability of the SBVCB Officers or Directors. No officer or director of the SBVCB shall be personally liable to the City in the event of any default or breach by the SBVCB, or for any amount that becomes due to the City under this Agreement.

(c) Applicable Law, Severability and Entire Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. If any provision of this Agreement, or the application thereof to any persons or circumstances shall be invalid or unenforceable to any extent, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding among the Parties with respect to its subject matter, there being no terms, conditions, warranties or representations with respect to its subject matter other than that contained herein.

(d) Assignment. This Agreement may not be assigned by either of the Parties without their written consent, which may be withheld in their sole discretion. The foregoing notwithstanding, if this Agreement is assigned, it shall be binding upon and shall inure to the benefit of the Parties, their respective successors and assigns.

(e) Amendments. This Agreement may not be changed orally, but only by agreement in writing and signed by the Parties.

(f) Third Parties. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the Parties hereto and not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.

(g) No Partnership. This Agreement does not create any partnership or joint venture between the Parties or render any Party liable for any of the debts or obligations of any other Party.

(h) Headings. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.

(i) Notices. A notice, demand or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested or delivered personally:

To : Sturgeon Bay Visitor & Convention Bureau, Inc.
36 South 3rd Avenue
Sturgeon Bay, WI 54235
Attn: Pam Seiler

To the City: City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI 54235
Attn: Mayor

or to such other address, within the United States, with respect to a Party as that Party may from time to time designate in writing and forward to the other as provided in this section. A copy of any notice, demand or other communication under this Agreement given by a Party under this Agreement to any other Party under this section shall be given to each other Party to this Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Development Agreement to be executed, effective the date first above written.

CITY OF STURGEON BAY

By: _____
David J. Ward, Mayor

By: _____
Stephanie Reinhardt, Clerk

**STURGEON BAY VISITOR & CONVENTION
BUREAU, INC.**

By: _____
Pam Seiler, Executive Director

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B
PRELIMINARY DRAWING OF PROJECT

DATE: 01/10/1920
TIME: 14:25:34
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 01/21/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
GENERAL FUND				
LIABILITIES				
19610	RICHARD STUEWER	11/19 INS REIMBURSE/STUEWER	01-000-000-21530	314.77
19610		12/19 INS REIMB/STUEWER	01-000-000-21530	314.77
TOTAL LIABILITIES				629.54
BALLFIELD LIGHTING				
WPPI ENG	WPPI ENERGY	01/20 ATHLETIC FLD LIGHT PRJCT	01-000-981-70000	1,365.39
TOTAL BALLFIELD LIGHTING				1,365.39
TOTAL GENERAL FUND				1,994.93
LAW/LEGAL				
BUELOW	BUELOW, VETTER, BUIKEMA,	12/19 LABOR LAW	01-110-000-57900	944.00
TOTAL				944.00
TOTAL LAW/LEGAL				944.00
CITY CLERK-TREASURER				
21520	UW-GREEN BAY-GOV'T	2020 WGFOA DUES/CLARIZIO	01-115-000-55600	25.00
TOTAL				25.00
TOTAL CITY CLERK-TREASURER				25.00
CITY ASSESSOR				
01740	ASSESSMENT TECHNOLOGIES	RENEW MD PROF ANNL SITE LIC	01-130-000-51100	2,048.11
01740		ANNL WEB PUBLISHING	01-130-000-51100	875.76
17700	QUILL CORPORATION	TONER	01-130-000-51950	166.99
ASSO APP	ASSOCIATES APPRAISAL	01.21.2020 CONTRACT	01-130-000-55010	1,333.33
TOTAL				4,424.19
TOTAL CITY ASSESSOR				4,424.19
BUILDING/ZONING CODE ENFORCEMT				
DCI	DOOR COUNTY INSPECTIONS, LLC	12/19 PERMITS	01-140-000-55010	3,165.06
SAFEBUILD	SAFE BUILT	PLN REVIEW/216 S 3RD AVE	01-140-000-55010	340.00
TOTAL				3,505.06
TOTAL BUILDING/ZONING CODE ENFORCEMT				3,505.06
CITY HALL				
03159	SPECTRUM	12/19 FIRE CABLE SVC	01-160-000-58999	134.80

INVOICES DUE ON/BEFORE 01/21/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
			TOTAL	134.80
			TOTAL CITY HALL	134.80
GENERAL EXPENDITURES				
REVIZE	REVIZE, LLC	WEBSITE ANNL FEE	01-199-000-51100	2,400.00
			TOTAL	2,400.00
			TOTAL GENERAL EXPENDITURES	2,400.00
POLICE DEPARTMENT				
STAPLES	WISCONSIN DOCUMENT IMAGING LLC	4502 BLACK COPIES	01-200-000-51600	60.33
STAPLES		986 COLOR COPIES	01-200-000-51600	39.44
US BANK	US BANK EQUIPMENT FINANCE	RICOH COPIER 47 OF 48	01-200-000-55650	167.00
US BANK		PROPERTY DAMAGE SURCHARGE	01-200-000-55650	27.02
US BANK		PROPERTY TAX	01-200-000-55650	134.18
			TOTAL	427.97
			TOTAL POLICE DEPARTMENT	427.97
PATROL BOAT				
	PATROL BOAT			
02206	BAY MARINE	PATROL BOAT MAINTENANCE	01-205-000-58600	673.21
			TOTAL PATROL BOAT	673.21
			TOTAL PATROL BOAT	673.21
POLICE DEPARTMENT/PATROL				
GLOBAL	GLOBAL EQUIPMENT CO.	RETIREMENT PLAQUES	01-215-000-54999	404.90
NELSON	NELSON TACTICAL	PANT & DUTY BELT/JENNERJOHN	01-215-000-52900	103.48
NELSON		NAMEPLATES/COYHIS	01-215-000-52900	89.71
NELSON		MISC GUN PARTS/COYHIS	01-215-000-52900	37.96
NELSON		AMMO 500 ROUNDS	01-215-000-51050	6,630.00
NELSON		LAW ENFORCEMNT ID/MIELKE	01-215-000-52900	101.92
TWEAK	TWEAK SOCIAL MEDIA & MARKETIN	WEBSITE MAINTENANCE	01-215-000-58999	45.24
			TOTAL	7,413.21
			TOTAL POLICE DEPARTMENT/PATROL	7,413.21
POLICE DEPT. / INVESTIGATIONS				
ACCURINT	LEXISNEXIS RISK SOLUTIONS	12/19 CONTRACT FEES	01-225-000-57950	105.00
			TOTAL	105.00

INVOICES DUE ON/BEFORE 01/21/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
TOTAL POLICE DEPT. / INVESTIGATIONS				105.00
FIRE DEPARTMENT				
04575	DOOR COUNTY HARDWARE	SUPPLIES	01-250-000-54999	6.99
04575		FREIGHT	01-250-000-54999	34.79
04575		FREIGHT	01-250-000-54999	16.19
04575		RETAINING RING PLIER	01-250-000-54999	25.99
04575		CABLE TIE/CONDUIT	01-250-000-54999	60.97
06650	GALLS, AN ARAMARK COMPANY	NEW OFFICER UNIFORM	01-250-000-52950	80.31
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	ANTIFREEZE	01-250-000-53000	38.97
O'REILLY		DEF	01-250-000-53000	21.98
O'REILLY		ANTIFREEZE	01-250-000-53000	25.98
O'REILLY		WIPER BLADES	01-250-000-53000	56.98
PORT	WEST MARINE PRO	FUSE BLOCKS/CH11	01-250-000-53000	67.96
VANS	VANS FIRE & SAFETY, INC	EXTINGUISHER CHEMICAL	01-250-000-54999	308.00
WARNER	WARNER-WEXEL WHOLESALE &	CLEANING SUPPLIES	01-250-000-54999	396.53
WARNER		CLEANING SUPPLIES	01-250-000-54999	45.38
TOTAL				1,187.02
TOTAL FIRE DEPARTMENT				1,187.02
ROADWAYS/STREETS				
04696	DOOR COUNTY TREASURER	16.99 TN HOT MIX ASPHALT	01-400-000-52200	688.10
04696		ADMIN FEE	01-400-000-52200	27.52
TOTAL				715.62
TOTAL ROADWAYS/STREETS				715.62
SNOW REMOVAL				
SNOW REMOVAL				
R0000768	BRAUER SUPPLY & EQUIPMENT	4 CURB GUARDS @ 98.50EA	01-410-000-51400	394.00
TOTAL SNOW REMOVAL				394.00
TOTAL SNOW REMOVAL				394.00
STREET MACHINERY				
06012	FASTENAL COMPANY	HARDWARE	01-450-000-53000	4.03
06012		FITTING	01-450-000-53000	53.28
06012		44 WELDING RODS	01-450-000-54999	105.93
13655	MONROE TRUCK EQUIPMENT, INC	FLOORMATS & STROBE LIGHT	01-450-000-53000	324.84
ADVAUTO	GENERAL PARTS DISTRIBTION LLC	LUBE/CLEANER/DEGREASER/FILTERS	01-450-000-53000	198.80
ADVAUTO		AIR/ADJ WRENCH	01-450-000-53000	31.02
AMERWELD	AMERICAN WELDING & GAS, INC	GAS BOTTLE REFILL & DELIVERY	01-450-000-52150	262.89
AMERWELD		GASES CYLINDER RENTAL	01-450-000-52150	143.88
L&P	L&P CONVENIENT STORE SBAY LLC	FUEL	01-450-000-51650	53.20

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GENERAL FUND				
L&P		FUEL	01-450-000-51650	8.73
L&P		FUEL	01-450-000-51650	31.29
TOTAL				1,217.89
TOTAL STREET MACHINERY				1,217.89
CITY GARAGE				
04966	EAGLE MECHANICAL INC	GARAGE HEATER REPAIRS/LABOR	01-460-000-58999	161.88
04966		GARAGE HEATER REPAIRS/INSTALL	01-460-000-58999	92.50
04966		GARAGE HEATR REPR/FLAME SENSR	01-460-000-58999	480.00
04966		GARAGE HEATR REPR/SUPPLIES	01-460-000-58999	3.00
TOTAL				737.38
TOTAL CITY GARAGE				737.38
HIGHWAYS - GENERAL				
DAVIS	DAVID DAVIS	SAFETY CLOTHING REIMB/DAVIS	01-499-000-56800	80.47
TOTAL				80.47
TOTAL HIGHWAYS - GENERAL				80.47
PARK & RECREATION ADMIN				
17700	QUILL CORPORATION	ASSORTED OFFICE SUPPLIES	01-500-000-51950	137.15
CASE COM	CASE COMMUNICATIONS	SEASONAL WRKR ADVERT-9 ADS	01-500-000-57450	89.55
STAPLES	WISCONSIN DOCUMENT IMAGING LLC	YELLOW TONER	01-500-000-51250	204.46
TOTAL				431.16
TOTAL PARK & RECREATION ADMIN				431.16
PARKS AND PLAYGROUNDS				
03025	CAPTAIN COMMDES INC	PORT A POTTI RENTAL-DOG PARK	01-510-000-58999	80.00
PSYCH	PSYCHEMEDICS CORPORATION	EMPLOY SCREEN/A BRIDGENHAGEN	01-510-000-57100	43.00
TOTAL				123.00
TOTAL PARKS AND PLAYGROUNDS				123.00
BALLFIELDS				
BALLFIELDS				
R0001289	MITCH ANDERSEN	2019 MEM FLD MAINTENANCE	01-520-000-58999	6,176.00
TOTAL BALLFIELDS				6,176.00
TOTAL BALLFIELDS				6,176.00

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GENERAL FUND				
WATER WEED MANAGEMENT				
ONTERRA	ONTERRA, LLC	WATER WEED PRJCT ADMINISTRATN	01-560-000-58999	2,142.30
TOTAL				2,142.30
TOTAL WATER WEED MANAGEMENT				2,142.30
EMPLOYEE BENEFITS				
04800	DRAEB JEWELERS, INC	WATCH/K DOELL	01-600-000-56554	250.00
TSIMON	TSIMON JEWELERS	RETIREMENT WATCH/DECHAMBRE	01-600-000-56554	220.00
TOTAL				470.00
TOTAL EMPLOYEE BENEFITS				470.00
COMMUNITY & ECONOMIC DEVLPMT				
17700	QUILL CORPORATION	STICKY NOTES 1 1/2 X 2	01-900-000-51950	7.59
17700		STICKY NOTES 3X3	01-900-000-51950	15.79
17700		UNIBALL REFILL-BLACK	01-900-000-51950	26.34
17700		UNIBALL REFILL-BLUE	01-900-000-51950	25.14
19730	STURGEON BAY VISITOR CENTER	2020 1ST QTR SUPPORT	01-900-000-57800	5,390.81
TOTAL				5,465.67
TOTAL COMMUNITY & ECONOMIC DEVLPMT				5,465.67
TOTAL GENERAL FUND				41,187.88
CAPITAL FUND				
GENERAL EXPENDITURES				
BUILDING	BUILDING SERVICE, INC	COUNCIL CHAMBER CHAIRS	10-199-000-59030	5,188.90
FERGUSON	FERGUSON WATERWORKS #1476	LADTECH RINGS	10-199-000-51525	4,394.65
TOTAL				9,583.55
TOTAL GENERAL EXPENDITURES				9,583.55
PATROL				
PATROL				
02005	BAY ELECTRONICS, INC.	SQUAD CAR INTERFACE-RADIO SYS	10-215-000-59035	3,498.00
TOTAL PATROL				3,498.00
TOTAL PATROL				3,498.00
FIRE DEPARTMENT				
EXPENSE				
DINGES	DINGES FIRE COMPANY	AMKUS SPREADER	10-250-000-59070	11,075.59
DINGES		AMKUS CUTTER & BATTERY	10-250-000-59070	9,407.25

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAPITAL FUND				
EXPENSE				
EXPENSE				
EWALD	EWALD CHEVROLET BUICK	2020 CHEVY TAHOE/CH11	10-250-000-59035	38,206.00
EWALD		TAHOE REGISTRATION	10-250-000-59035	169.50
MOBILEDE	MOBILE DEMAND	COMPUTERS & DOCKS	10-250-000-59000	7,855.84
TOTAL EXPENSE				66,714.18
TOTAL FIRE DEPARTMENT				66,714.18
STORM SEWERS				
EXPENSE				
14490	NEENAH FOUNDRY	INLET/MANHOLE/CASTINGS/RINGS	10-300-000-59115	2,393.80
TOTAL EXPENSE				2,393.80
TOTAL STORM SEWERS				2,393.80
COMMUNITY & ECONOMIC DEVLPMT				
VANDEW	VANDEWALLE & ASSOCIATES, INC	COMP PLAN SVC THRU 12.18.19	10-900-000-59999	6,281.82
TOTAL				6,281.82
TOTAL COMMUNITY & ECONOMIC DEVLPMT				6,281.82
TOTAL CAPITAL FUND				88,471.35
CABLE TV				
CABLE TV / GENERAL				
03159	SPECTRUM	12/19 CB MUSIC SVC	21-000-000-58999	67.77
TOTAL CABLE TV / GENERAL				67.77
TOTAL CABLE TV / GENERAL				67.77
TOTAL CABLE TV				67.77
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
04603	HALRON LUBRICANTS INC	USED OIL PICKUP 250G	60-000-000-52050	37.50
CASCADE	CASCADE SUBSCRIPTION SERVICE	96 GAL RECYCLE CARTS/27 @ 46	60-000-000-59999	1,242.00
CASCADE		96 TRASH CARTS/27 @ 46	60-000-000-59999	1,242.00
CASCADE		SHIPPING	60-000-000-59999	206.00
TOTAL SOLID WASTE ENTERPRISE FUND				2,727.50
TOTAL SOLID WASTE ENTERPRISE FUND				2,727.50
TOTAL SOLID WASTE ENTERPRISE				2,727.50
TOTAL ALL FUNDS				132,454.50

MANUAL CHECKS

SECURIAN FINANCIAL GROUP, INC. 01/02/20 Check # 86277 01/20 Short/Long Term Disability 01-000-000-21545	\$2,172.70
SUN LIFE INSURANCE 01/02/20 Check # 86278 01/20 Short/Long Term Disability 01-000-000-21545	\$1,702.98
DELTA DENTAL 01/02/20 Check # 86279 January Dental Insurance Various Departmental Accounts	\$5,925.10
RAYMOND JAMES FINANCIAL SERVICES 01/10/20 Check # 86356 Additional Funds for Cumberland Bank CD Purchase 01-000-000-11310	\$2,125.98
DOOR COUNTY TREASURER 01/10/20 Check # 86361 01/20 Tax Settlement 01-000-000-24212	\$ 1,237,047.97
NWTC 01/10/20 Check #86362 01/20 Tax Settlement 01-000-000-24640	\$245,486.10
SEVASTOPOL SCHOOL DISTRICT 01/10/20 Check # 86363 01/20 Tax Settlement 01-000-000-24630	\$ 82,927.28
SOUTHERN DOOR SCHOOL DISTRICT 01/10/20 Check # 86364 01/20 Tax Settlement 01-000-000-24620	\$ 162,522.29

STURGEON BAY SCHOOL DISTRICT	\$ 2,740,540.23
01/10/20	
Check # 86365	
1/20 Tax Settlement	
01-000-000-24610	
PITNEY BOWES	\$169.98
01/10/20	
Check # 86366	
Statement Charges	
01-199-000-57250	
AT&T MOBILITY	\$713.66
10/10/20	
Check # 86367	
12/19 Cellphone Statement Charges	
01-215-000-58250	
DCRM	\$64,544.01
01/10/20	
Check # 86368	
Stone Harbor Property Tax Refund & Settlement	
01-130-000-51910	
TOTAL MANUAL CHECKS	\$4,545,878.28

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

SUMMARY OF FUNDS:				
GENERAL FUND		41,187.88		4,587,066.16
CAPITAL FUND		88,471.35		
CABLE TV		67.77		
SOLID WASTE ENTERPRISE		2,727.50		

TOTAL --- ALL FUNDS		132,454.50		4,678,332.78