

**CITY OF STURGEON BAY**  
**FINANCE/PURCHASING & BUILDING COMMITTEE**  
***TUESDAY JANUARY 12, 2021***  
**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: Professional Services Agreement-Building Plan Review.
5. Consideration of: Lodging Tax Rates.
6. Consideration of: Cable Installation Agreements, Canal Lane.
7. Review bills.
8. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Notice is hereby given that a majority of the City Committees may be present at this meeting to gather information about a subject over which they have decision-making responsibility. If a quorum of a Committee, does attend, this may constitute a meeting of the aforementioned Committee and is noticed as such, although no formal action will be taken at this meeting.

Posted:  
Date: 01/8/21  
Time: 2:30pm  
By: TM

Finance/Purchasing & Building Committee Members:  
Helen Bacon, Chair  
Seth Wiederanders, Vice Chair  
Dan Williams

## EXECUTIVE SUMMARY

### Title: Professional Services Agreement - Building Plan Review

Background: Under state and local regulations, property owners or their builders must submit construction plans and obtain building permits prior to commencing most construction work. For single-family and two-family dwellings and smaller commercial projects, the City's contracted building inspection company (Door County Inspections, LLC) is qualified to do the review and approval of the construction plans. However, for larger projects the Wisconsin Department of Safety and Professional Services (SPS) typically must review and approve the plans before the local building inspector can issue the permits. Alternatively, cities that have obtained certified or delegated authority from the state can perform the plan reviews locally, if they have qualified personnel.

Sturgeon Bay is a delegated municipality for some types of projects and, therefore, is able to do local plan review. This usually saves the applicant time because the local review process is often much quicker than the state plan review process. Currently, Sturgeon Bay has a contract with Safebuilt to perform building plan review for the larger commercial projects. When Safebuilt ended its building inspection contract with the City of Sturgeon Bay in 2019, the City elected to still contract with Safebuilt for plan review services because Door County Inspections does not have credentialed personnel for these types of projects.

The current term of the plan review contract with Safebuilt is through May 16, 2021. With 30 days' notice prior to that, the City can end the contract. The City can also end the contract with a 90-day notice. Originally, Safebuilt had plan reviewers based in northeast Wisconsin that did the reviews for Sturgeon Bay projects. Due to company changes, the reviews are currently sent to their plan reviewer in Florida.

Recently, staff met with representatives of E-Plan Exam, a relatively new plan review company. E-Plan Exam submitted a proposal to take over plan review services for the City. The company is a smaller firm based in southeast Wisconsin. Staff was impressed with their presentation and credentials. E-Plan Exam would perform the plan review services at the same rate as Safebuilt, which is 85% of the collected plan review fee based upon the city's fee schedule. E-Plan Exam's proposal calls for completing the reviews within 15 business days vs. Safebuilt's current 20-day maximum turnaround. E-Plan Exam also assures that Wisconsin-based personnel will do all plan reviews.

Notably, E-Plan Exam can also perform plan review of fire sprinkler systems, which is a service that Safebuilt is not currently performing. Thus, the State reviews all sprinkler system plans. There is a significant backlog at the state, with turnaround times of 2 months or more, which could delay building projects. Having local plan review of sprinkler systems could be a big benefit according to the Fire Chief.

Options: The City has several options, including:


1. Continue to follow the current professional services agreement for plan review with Safebuilt (no change).
2. Accept the proposal from E-Plan Exam for plan review and notify Safebuilt that their agreement is being terminated – either in using the 90-day termination clause or at the end of the current term on May 16<sup>th</sup>.
3. Issue a Request for Proposals to let E Plan Exam, Safebuilt, and any other firms formally submit proposals to perform the service.
4. Enter into a professional services agreement with E-Plan Exam immediately for just sprinkler system plan reviews, with the understanding that if the City is satisfied with their


performance, then E-Plan Exam could take over other plan review services at some point in the future.

5. Opt out of local plan review altogether and let the state handle all plan reviews. This option would result in a loss of revenue, lack of local control, and increased delay to building projects.

Fiscal impact: In 2020 the City collected approximately \$11,000 in plan review fees, with about \$9,300 going to Safebuilt (85%) and the City retained about \$1,700 of that amount (15%). The percentage amount retained is the same under both the existing and proposed service agreements. However, there would still be a modest fiscal benefit to the City. This is because under the E-Plan Exam proposal, it would also perform sprinkler system reviews. Thus, the City would get 15% of that review fee whereas currently the state performs those reviews and retains 100% of the fee.

Recommendation: It is worth considering a change in the contracted plan reviewer. Therefore, staff recommends options 2 through 4.

Prepared by:  1-7-21  
Martin Olejniczak Date  
Community Development Director

Reviewed by:  1/7/21  
Josh VanLieshout Date  
City Administrator





E-PLAN EXAM

PLAN REVIEW SERVICES

City of Sturgeon Bay Wisconsin  
July 27, 2020



# E-PLAN EXAM PROPOSAL FOR SERVICES

## Commercial Plan Review Services



## OVERVIEW

E-Plan Exam is pleased to submit this proposal for services to support City of Sturgeon Bay in its quest to deliver better customer service to its constituents and its internal team members through the plan review process.

It is our mission and goal to assist any municipality in their effort to better serve the construction community by working in partnership to deliver exceptional quality plan reviews within an expedited time frame while maintaining low costs. As code officials who have served in high functional capacities overseeing large building inspection and plan review departments for jurisdictions for years, we fully understand and certainly appreciate the challenges that are encountered in construction on a daily basis. Our philosophy and our approach to better the communities we serve is to work in direct partnership with all stakeholders on any given project from the time when a project is simply an idea in the mind of the developer to the point where occupancy is granted. What we have found is when we create and foster a positive experience with the communities we serve through integrity and passion, it improves the safety and the quality of the projects we are privileged to work on.

The proposal contained herein is meant to serve as a starting point and establish a foundation from which we can continue to build upon together. We sincerely look forward to supporting the City of Sturgeon Bay!

## Our Objective

Sturgeon Bay for years has been the gold standard for Door County and how projects are constructed and inspected. Our goal will be to transform and raise the standard for which plan reviews are done in the City of Sturgeon Bay and provide excellent customer service not only to the constituents of the community but to the staff of Sturgeon Bay that would rely upon our work. We believe that with these four main elements, our core values, that we can bring – we can be successful in raising the bar. Based on our successful implementations of this program in our past work, these four simple differentiators in how we operate have a dramatic impact on the communities we serve:

1. Integrity – This lies at the heart of everything that we as Code Officials, Engineers, Design Professionals stand for. And we at E-Plan Exam take our practice and oaths seriously to safeguard the public welfare, life, health and property for all constituents we serve. This is the guiding principal for which our company was founded and is present at the heart of all of our interactions with our customers we serve. This principal allows us to look beyond a simple set of plans and help owners and developers start down a path of success for their projects.
2. Communication – In construction, there is one guarantee that can be said about any construction project there are going to be problems encountered at some point in its timeline. Where we believe we separate ourselves is our promise and guarantee to go above and beyond to work with all parties on the project from the inspectors to the engineers. Our goal is never to simply give a "yes" or "no" answer to whether something is code compliant but to work with everyone on what a code compliant path looks like. And we take every effort to make sure to clearly communicate what the specific issues are.
3. Knowledge – Without the knowledge to back up a communication, it is here where trust with the community can easily be lost. Our experience is derived from working as advisors to the State of Wisconsin, serving on local and national code boards, leading large Wisconsin Communities, and overseeing construction projects of everything from agricultural barns to hospitals & high rises. With every project unique to itself requiring its own solution, we will always make sure to coordinate all of our efforts with local inspection staff as well as the State of Wisconsin to ensure uniform enforcement and application of the code as it is intended to be.
4. Passion – We believe very strongly that the permitting and plan review process in any project is the most critical part of the timeline where projects have the greatest potential to be delayed. And any delay in a project can mean a significant impact on the community from when a project breaks ground to when a business opens up and hires their employees. Our greatest passion is driven on the ability to ensure that we guarantee a maximum of 15 business days for any review.

Waiting for weeks to months on a plan review in order for businesses to start construction in our opinion, is unacceptable. We as E-Plan Exam strive to challenge this industry "norm" to do better because we can, and we must.



## OUR PROPOSAL

City of Sturgeon Bay has a well-deserved reputation for quality customer service and deserves a proposal to match it.

Outlined in this proposal and contract language is our promise to ensure the service offering we provide is at its best. And we are prepared to guarantee that not only will all plan reviews be done within 15 business days, but all reviews will be done by individuals who either live in the State of Wisconsin or report to work in Wisconsin. This allows us the capability to use staff who have intimate knowledge with not only our current codes, our "Wisconsinisms", but also our historical state building codes as well. All of which are still very much enforced today by state statutes and administrative code.

Additionally, our ability to communicate and coordinate our code efforts with not only the local inspection team but also the community as a whole will result in fewer issues encountered during the course of construction and will allow for community development to occur with ease. As commitment to you, our service and desire to continuously improve, an ask that we will have is to meet with community leadership and even those most impacted by our work (inspectors / developers) quarterly or semiannually in order to review and improve our process in order to better serve the Building Construction Community.

### Proposed Fee Structure

Our fee structure outlined below and in our attached proposed contract - Exhibit A operates on a percent fee split:

**For all Buildings and Structures within Municipality unless noted otherwise below:**

- **85% to Retained by Consultant / 15% Retained by Client**
  - **Out of Consultant's Fees retained, Consultant shall be responsible for fees due to the State of Wisconsin as applicable for plan reviews Consultant performed as specified in Wisconsin Administrative Code.**

**For all Buildings owned and operated by the Client:**

- **Fees to be charged shall be negotiated between Client and Consultant at the time of project submission prior to work being performed, but shall not be less than fifty percent (50%) of fees that would normally be owed to Consultant based off of traditional fee structure listed above plus associated fees that would be due to State of Wisconsin as required by the Administrative Code.**

These fees are based on the following fee schedule which is a simplified and customer friendly variant of the State of Wisconsin's Plan Review Fee Schedule. Please see below:

COMMERCIAL PLAN REVIEW FEE SCHEDULE – BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION				
1. New construction, additions, alterations and parking lots fees are computed per this table.				
2. New construction and additions are calculated based on total gross floor area of the structure.				
3. A separate plan review fee is charged for each type of plan review.				
Area (Square Feet)	Building Plans	HVAC Plans	Fire Alarm System Plans	Fire Suppression System Plans
Less than 2,500	\$250	\$150	\$30	\$30
2,500 - 5,000	\$300	\$200	\$60	\$60
5,001 - 10,000	\$500	\$300	\$100	\$100
10,001 - 20,000	\$700	\$400	\$150	\$150
20,001 - 30,000	\$1,100	\$500	\$200	\$200
30,001 - 40,000	\$1,400	\$800	\$350	\$350
40,001 - 50,000	\$1,900	\$1,100	\$500	\$500
50,001 - 75,000	\$2,600	\$1,400	\$700	\$700
75,001 - 100,000	\$3,300	\$2,000	\$1,000	\$1,000
100,001 - 200,000	\$5,400	\$2,600	\$1,200	\$1,200
200,001 - 300,000	\$9,500	\$6,100	\$3,000	\$3,000
300,001 - 400,000	\$14,000	\$8,800	\$4,400	\$4,400
400,001 - 500,000	\$16,700	\$10,800	\$5,600	\$5,600
Over 500,000	\$18,000	\$12,100	\$6,400	\$6,400

Note:	1. A Plan Entry Fee of \$100.00 shall be submitted with each submittal of plans in addition to the plan review and inspection fees.
	2. At the Sole discretion of the Supervisor of Building Inspection and Plans Examiner; Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.
Determination of Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.
Structural Plans and other Component Submittals	When submitted separately from the general building plans, the review fee for structural plans, precast concrete, laminate wood, beams, cladding elements, other facade features or other structural elements, the review fee is \$250.00 per plan with an additional \$100.00 plan entry fee per each plan set.
Accessory Buildings and Misc. Structures	The plan review fee for accessory buildings and miscellaneous structures (i.e. towers, billboards, etc.) less than 500 square feet shall be \$125.00 with the plan entry fee waived.
Early Start	The plan review fee for permission for "early start" construction shall be \$75.00 for all structures less than 2,500 sf. All other structures shall be \$150.00. The square footage shall be computed as the first floor of the building or structure.
Plan Examination Extensions	The fee for the extension of an approved plan review shall be 50% of the original plan review fee, not to exceed \$3,000.00.
Resubmittals & revisions to approved plans	When deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans, the review fee shall be \$75.00. Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Building Inspection Department may result in additional charges as appropriate.
Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of \$250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and base fees applied to a project.
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.

Turnaround time for all plans shall not be longer than 15 business days to review and either Approve, Deny, or Request for Additional information/Hold a plan review.

In addition to the outlined fees above, as a courtesy to our municipal partners, we also offer on-call hourly professional engineering services of \$150.00 per hour when both the City of Sturgeon Bay and E-Plan Exam agree in writing prior to such services.

Our initial proposed contract is for 36 months with all billing invoiced monthly with terms of Net 45 days.

And finally, there is no retainer or annual base fee required for our services. Our goal is to help fit in as seamlessly into your operations as possible to help serve as an extension of your staff and to work in partnership.

## Insurance

E-Plan Exam carries a full compliment of business insurance including errors and omissions, property, general and liability insurance. Certificates of insurance in the following amounts will be provided upon request:

Type of Insurance	Amount of Insurance
Commercial General Liability	<ul style="list-style-type: none"> <li>\$1,000,000 Each Occurrence</li> <li>\$2,000,000 General Aggregate</li> </ul>
Professional Liability	<ul style="list-style-type: none"> <li>\$1,000,000 Each Claim</li> <li>\$2,000,000 Aggregate</li> </ul>
Umbrella Liability	<ul style="list-style-type: none"> <li>\$5,000,000 Each Occurrence</li> <li>\$5,000,000 Aggregate</li> </ul>



## CONCLUSION

We sincerely look forward to working with the City of Sturgeon Bay and supporting all of your efforts to not only enable a smooth transition of your plan review program, but also to look for significant ways to improve it!

Attached to this proposal you will find our proposed contract as well as samples of our past plan reviews and supplemental documentation for reference. Should you desire to speak with our references, municipal partners, or the developers we have worked with, we will be more than happy to provide contacts to you.

Should the City of Sturgeon Bay decide to proceed with our services, we are proud to say that we will be able to serve your community immediately.

If you have any questions as all on this proposal or would like to discuss our services, please feel free to contact us at your earliest convenience and we will be more than happy to discuss.

Thanks again for your consideration and we sincerely look forward to hearing from you soon!

Sincerely and respectfully,



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# Proposed by E-Plan Exam

This Professional Services Agreement ("Agreement"), is entered into by and between the City of Sturgeon Bay ("Client") and EPLEX, LLC (DBA as E-Plan Exam) ("Consultant"). The Client and the Consultant shall be jointly referred to as the "Parties".

## RECITALS

WHEREAS, the Client is seeking the Consultant to perform services listed in Exhibit A – Plan Review Services and Fee Schedule, ("Services");

NOW THEREFOR, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Client and Consultant agree as follows:

### 1. SCOPE OF SERVICES

Consultant will provide the Services to the Client using qualified professionals licensed in the State of Wisconsin to perform work outlined in this Agreement and Exhibit A.

Consultant will perform Plan Examination services in accordance with the Adopted Building Codes that are enforced by the State of Wisconsin as well as the Authority Having Jurisdiction's municipal building codes in accordance with Services.

Consultant will perform work at a level of competency in accordance with industry standards, applicable in the State and Municipality for which the Services are proposed.

It shall be up to the sole discretion of the Client as the Authority Having Jurisdiction as to what will be required for the ability to have any building project commence. This includes any potential additional documentation, approvals, permits, bonds, compliance with local zoning, historical review, architectural review board requirements, and/or additional other requirements not herein specified but otherwise required by the Client as the Authority Having Jurisdiction.

Due to the nature of the delegated agent/appointed agent program as set forth by the State of Wisconsin Department of Safety and Professional Services, any plan review exceeding the size thresholds for a "Certified Municipality" for Building and HVAC reviews, as well as any all other types of reviews that rely upon the licensure of Consultant (i.e. Fire Alarm, Fire Sprinkler, Plumbing, etc...) shall be reviewed by Consultant. Client retains the right, should they desire, to preform plan reviews that they have properly licensed qualified individuals to preform review services that would be able to be performed without the existence of this agreement.

Due to the nature of the delegated agent/appointed agent program as set forth by the State of Wisconsin Department of Safety and Professional Services, Client may at any point in time may request that the State of Wisconsin to perform any plan review in lieu of Consultant. Client is not bound to accept Consultants approval or disapproval of plans and at its sole discretion may seek for another entity, such as the State of Wisconsin Department of Safety and Professional Services, to perform such services. In any event, Consultant shall be entitled to full payment for review of all plans Consultant reviewed, regardless if Client accepts the review preformed.

Consultant is not obligated to perform services beyond what is required by this agreement.

### 2. CHANGES TO SCOPE OF SERVICES

Any Changes to Services that are mutually agreed upon between the Client and Consultant shall be made in writing which shall specifically designate any changes in compensation for the Services and be made as a signed and fully executed amendment to this Agreement.

3. FEE STRUCTURE

In consideration of the Consultant providing services, the Client shall pay the Consultant for the services performed in accordance with Exhibit A – List of Plan Review Services and Fee Schedule.

4. ADMINISTRATIVE AND LOGISTICS INCIDENTAL CHARGES

While review of paper plans as well as shipping and handling of paper plans shall be acceptable, it is the underlying goal of this agreement to ensure, to the maximum extent possible, the best possible service delivery for code reviews to constituents of the City of Sturgeon Bay. To accommodate this, the following methods shall be utilized:

1. Electronic Submission of Documents

- a. The Client shall allow and encourage for the submission, wherever possible, of electronic documents to be submitted via pdf format and to work with Consultant on method acceptable for allowing such submissions. At the time of fully executed contract, Client shall work with Consultant as to best method to utilize to allow for document submission.
- b. Electronic submission of documents shall be the preferred method to be utilized wherever and whenever possible.

2. Paper Submission of documents:

- a. Consultant to be responsible for any and all direct charges and expenses associated with shipping and handling charges of all documents to and from Client via a designated courier and/or approved logistics vendor. At time of fully executed contract, Client and Consultant shall agree to desired third party vendor and make all appropriate arrangements to allow for ease of logistics to ship relevant materials and financial costs to be accounted for.
- b. Any indirect charges associated with labor, material, or other costs incurred by Client for delivery of documents to approved third party courier to ship materials to Consultant shall be the responsibility of the Client.
- c. Any indirect charges associated with labor, material, or other costs incurred by Consultant for delivery of documents to approved third party courier to ship materials to Client shall be the responsibility of the Consultant.

3. Alternate Means and Methods

- a. Nothing shall prevent they Client and Consultant from making alternate arrangements aside from the methods outlined above for delivery of submission to the appropriate parties.

5. INVOICE & PAYMENT STRUCTURE

When fees are collected and deposited by the Client: Consultant will invoice the Client on a monthly basis and provide all supporting documentation. All payments are due to Consultant within forty-five (45) days of invoice date. The Client may request additional information before approving the invoice. When additional information is requested, the Client will identify specific disputed item(s) and give specific reasons for any request. If additional information is



requested, Client will submit payment within forty-five (45) days of resolution of the inquire/dispute.

When fees are Collected by the Consultant: Consultant will invoice the Client on a monthly basis and provide all supporting documentation. All payments are due to Consultant or Client as appropriate within forty-five (45) days of invoice date. The Client may request additional information before approving the invoice. When additional information is requested, the Client will Identify specific disputed item(s) and give specific reasons for any request. If additional information is requested, the appropriate party will submit payment to the other party within forty-five (45) days of resolution of the inquire/dispute.

6. TERM

This Agreement shall be effective on the latest date on which the Agreement is fully executed by both Parties ("Effective Date"). The Initial term of this Agreement shall commence on the Effective Date and be thirty six (36) months. If neither party objects in writing at the conclusion of this term, this Agreement shall remain in full effect until amended by both parties or agreement is Terminated as outlined in this Agreement.

7. TERMINATION

Either party may terminate this Agreement, or any part of this Agreement upon thirty (30) days written notice, with or without cause at any time, including during the initial Term of the Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the termination and within thirty (30) days after the termination.

All projects that have had plans submitted, or re-submitted, for review but are not completed at the time of termination may be returned without comments with appropriate refund in initial fees rendered based on services provided. In the event that either condition as set forth in paragraph 5 are met, fees shall be invoiced for as specified in this Agreement.

8. CLIENT OBLIGATIONS

The Client shall take necessary measures to follow procedures as set forth from the State of Wisconsin to seek approval to obtain Delegated Municipality or Appointed Agent Status as required. Consultant will assist in this process to the maximum extent possible however it shall be the primary responsibility of the Client to obtain final authorization to proceed.

If in the event the State of Wisconsin Denies application for Delegated Municipality or Appointed Agent Status to the Client, this Agreement shall continue to exist until such time Delegated Municipality or Appointed Agent Status is granted.

The Client shall timely provide all data, information, plans, specifications, municipal forms, structural calculations, and all other documentation required by Consultant to perform services in an electronic pdf file format or paper submission.

The Client shall allow through ordinance, if required, the ability for electronic plan submission documents as required by the State of Wisconsin to be submitted and reviewed.

The Client shall maintain licensed credentialed staff of Inspectors at no cost to Consultant to the extent as required by the State of Wisconsin for the Delegated Agent / Appointed Agent plan review program.

9. PERFORMANCE STANDARDS

Consultant shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services with respect to the category of services begin performed. Consultant represents to the Client that it retains and will only utilize employees that possess the skills, knowledge and ability to competently, timely, and professionally perform the Services in accordance with this Agreement.

10. IDEMNIFICATION

To the fullest extent permitted by law, Consultant shall be indemnified and held harmless from any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the negligence or breach of duty of Consultant or any officer, employee, representative, or agent of Consultant. If either party becomes aware of any incident likely to give rise to a claim under the above indemnities, it shall notify the other and both parties shall cooperate fully in investigating the incident.

It is up to the sole discretion of the municipality to choose whether to accept, utilize or deny use of any or all documentation provided supplied by Consultant.

11. ASSIGNMENT

Consultant is permitted to subcontract portions of services to be provided with or without notice. Consultant shall remain responsible for any and all of subcontractor's performance. Subcontractors shall be subject to the same performance, certification and professionalism criteria as expected of the Consultant. Performance clauses shall be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

A listing of all personnel utilized in the completion of services, regardless if they are subcontractors or not, shall be provided upon completion by Consultant including applicable license information for personnel and scope of work reviewed by subcontractor.

Unless mutually agreed to in writing prior to such work commencing, Consultant shall not be permitted to utilize individuals for services outlined in Exhibit A or this agreement who either do not reside in the State of Wisconsin as their primary residence or do not report to a primary employment office located within the State of Wisconsin.

12. INSURANCE

- A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.
- B. At a minimum, the Consultant shall procure and maintain the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Client. In the case of any claims-made policy, the necessary retroactive

dates and extended reporting periods shall be procured to maintain such continuous coverage.

- C. At a minimum, the Consultant shall procure and maintain the minimum insurance coverages listed below for the scope of services Consultant Subcontracts to other parties. These insureds shall be covered by Consultant's insurance as named insureds for the sole purpose and scope of services rendered for this Agreement.
- D. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) general aggregate. The policy shall be applicable to all premises and operations of Consultant. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts) blanket contractual independent Consultant's products and completed operations.
- E. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- F. Umbrella insurance coverage of five million dollars (\$5,000,000).
- G. Prior to commencement of the Services, Consultant shall submit endorsements of insurance acceptable to the Client.

#### 13. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor, and neither the Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of the Municipality or Client. As the Consultant is an independent contractor, the Client nor Municipality shall have liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for the Municipality under this Agreement. The Consultant shall be solely responsible for all compensation, benefits, insurance, and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

#### 14. OWNERSHIP OF DOCUMENTS

The Client shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement. All records, documents, notes, data and other materials required for or resulting for the performance of the Services hereunder shall not be used by the Consultant for any purpose other than the performance of the Services hereunder without the express prior written consent of the Client. All such records, documents, notes, data and other materials shall become the exclusive property of the Client when the Consultant has been compensated for the same as set forth herein, and the Client shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. If this Agreement expires or is terminated for any reason, all records, documents, notes, data, and other materials maintained or stored in Consultant's secure proprietary software pertaining to the Client will be exported into a XLS, CSV, DOC, or PDF file and become property of the Client.

The Municipality or the Authority Having Jurisdiction, where the project is located shall have the right to request access to any documents, papers and records that the Consultant has related to



this project for the purposes of Audit or examination, other than Consultant's financial records and contractual records, and may make excerpts and transcriptions of the same.

15. SERVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

16. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other protected class. Such action 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 Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Law.

Consultant shall comply with the appropriate provision of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal and State of Wisconsin Law or regulations.

17. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

Consultant shall not knowingly employ or contract with an illegal alien to perform work under Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

18. NOTICES

Any Notice under this Agreement shall be in writing and shall be deemed sufficient when directly present or sent pre-paid, first class United States Mail, addressed as follows:

If to the Client:	If to the Consultant:
Josh VanLieshout 421 Michigan St Sturgeon Bay, WI 54235	Edward James Lisinski 12605 W North Ave., #189 Brookfield, WI 53005

19. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation, before resorting to litigation.

20. GOVERNING LAW

This Agreement shall be construed under and governed by the Laws of the State of Wisconsin and all services to be provided will be provided in accordance with applicable federal, local

state, and local municipal law. This Agreement constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede all previous communications, representations, whether oral or written, with respect to the subject matter hereof.

21. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For the purposes of executing this Agreement, scanned signatures shall be as valid as the original.

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidity of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or in the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Client: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Consultant: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## Exhibit A – Plan Review Services

### 1. PLAN REVIEW SERVICES

Plans review is limited to structural, building, mechanical, Fire Alarm, Fire Sprinkler trades/disciplines.

Each discipline will be reviewed by a plans examiner holding certifications as required by the local jurisdiction and/or licensed Architect and/or Professional Engineer holding licensure in the State of Wisconsin.

- ✓ Disciplines are defined as follows:
  - Building (architectural / structural)
  - Mechanical (HVAC)
  - Plumbing
  - Fire (Sprinkler, Fire Alarm, etc.)
- ✓ Post final comprehensive conditional plan approval – required if requested by Jurisdiction of Authority
  - Delegated Component Submittal(s)
  - Shop Drawings

### 2. PLAN REVIEW FEE:

- Building, HVAC, Fire Alarm and Fire Sprinkler Plan Review Fees shall be based upon the below fee schedule to be adopted by the Municipality.
- If municipality meets requirements for Plumbing Plan Review services at a later point in time, this service, if mutually agreed to, can be added to this Agreement.
- Plan Review Fees will be split with the Municipality
  - 85% to Retained by Consultant / 15% Retained by Client
  - Out of Consultants Fees retained, Consultant shall be responsible for fees due to the State of Wisconsin as applicable for plan reviews Consultant performed as specified in Wisconsin Administrative Code SPS 302.
- Plan Review Fees for Buildings Owned and Operated by Client
  - Fees to be charged shall be negotiated between Client and Consultant at the time of project submission prior to work being performed, but shall not be less than fifty percent (50%) of fees that would normally be owed to Consultant based off of traditional fee structure listed above plus associated fees that would be due to State of Wisconsin as required by the Administrative Code SPS 302.



**COMMERCIAL PLAN REVIEW FEE SCHEDULE – BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION**

1. New construction, additions, alterations and parking lots fees are computed per this table.
2. New construction and additions are calculated based on total gross floor area of the structure.
3. A separate plan review fee is charged for each type of plan review.

Area (Square Feet)	Building Plans	HVAC Plans	Fire Alarm System Plans	Fire Suppression System Plans
Less than 2,500	\$250	\$150	\$30	\$30
2,500 - 5,000	\$300	\$200	\$60	\$60
5,001 - 10,000	\$500	\$300	\$100	\$100
10,001 - 20,000	\$700	\$400	\$150	\$150
20,001 - 30,000	\$1,100	\$500	\$200	\$200
30,001 - 40,000	\$1,400	\$800	\$350	\$350
40,001 - 50,000	\$1,900	\$1,100	\$500	\$500
50,001 - 75,000	\$2,600	\$1,400	\$700	\$700
75,001 - 100,000	\$3,300	\$2,000	\$1,000	\$1,000
100,001 - 200,000	\$5,400	\$2,600	\$1,200	\$1,200
200,001 - 300,000	\$9,500	\$6,100	\$3,000	\$3,000
300,001 - 400,000	\$14,000	\$8,800	\$4,400	\$4,400
400,001 - 500,000	\$16,700	\$10,800	\$5,600	\$5,600
Over 500,000	\$18,000	\$12,100	\$6,400	\$6,400
Note:	1. A Plan Entry Fee of \$100.00 shall be submitted with each submittal of plans in addition to the plan review and inspection fees.			
	2. At the Sole discretion of the Supervisor of Building Inspection and Plans Examiner; Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.			
Determination of Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.			
Structural Plans and other Component Submittals	When submitted separately from the general building plans, the review fee for structural plans, precast concrete, laminate wood, beams, cladding elements, other facade features or other structural elements, the review fee is \$250.00 per plan with an additional \$100.00 plan entry fee per each plan set.			
Accessory Buildings and Misc. Structures	The plan review fee for accessory buildings and miscellaneous structures (i.e. towers, billboards, etc.) less than 500 square feet shall be \$125.00 with the plan entry fee waived.			
Early Start	The plan review fee for permission for "early start" construction shall be \$75.00 for all structures less than 2,500 sf. All other structures shall be \$150.00. The square footage shall be computed as the first floor of the building or structure.			
Plan Examination Extensions	The fee for the extension of an approved plan review shall be 50% of the original plan review fee, not to exceed \$3,000.00.			
Resubmittals & revisions to approved plans	When deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans, the review fee shall be \$75.00. Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Building Inspection Department may result in additional charges as appropriate.			
Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of \$250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and base fees applied to a project.			
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.			

3. Supplemental Services as required by municipality:

- Hourly rate for services beyond what is specified in this Agreement shall be rendered at \$150.00 per hour. This shall only be assessed when prior written consent is provided by the Client to the Consultant and agreed to by the Consultant in writing.
  - This hourly rate is not intended for plan review services, but rather for incidental supplemental “on call” professional engineering services as required beyond the scope as outlined in services defined throughout the balance of Exhibit A.

4. PLAN REVIEW FEE – includes the following services:

- ✓ One optional remote code consultation meeting after conclusion of the first review
- ✓ Consultation via phone during duration of project regarding reviews preformed
- ✓ Three (3) reviews of all disciplines to verify that all comments have been addressed
  - Subsequent reviews may result in resubmittal plan examination fees to be assessed.
- ✓ Changes to plans after conditional approval is granted may result in resubmittal plan examination fees to be assessed.
- ✓ Free code consultation with all inspectors/city staff, both employed directly and under contract, serving the City of Sturgeon Bay for entirety of duration of any project reviewed by E-Plan Exam, regardless of any contract in place with that entity and the City of Sturgeon Bay. This free consultation period shall extend prior to any formal submission of any plan documents to the conclusion of any project reviewed or termination of this agreement (whichever occurs first).

5. TIME OF PERFORMANCE

- ✓ Plan review turnaround time shall be fifteen (15) business days after full receipt by Consultant of all required documents as required by the Department of Safety and professional services as well as the City of Sturgeon Bay municipal code.
  - Plan Review turnaround time is defined as time frame from date of full receipt of plans to conclusion of plan review. Conclusion of plan review date will be determined by date that plans are listed as one of the following as dictated by best practices with the State of Wisconsin Department of Safety and Professional Services:
    - Conditionally Approved
    - Hold – Request for Additional Information
    - Denied

6. CONSULTANT CONTACT

Consultant will provide a qualified professional to oversee this project. They are available by phone and email using the contact information listed below.

Plan Review Management Contact

David Adam Mattox, P.E.

414-736-4721

[damattox@eplanexam.com](mailto:damattox@eplanexam.com)

Plan Review Management Contact

Edward Lisinski, P.E.

414-412-6096

[edlisinski@eplanexam.com](mailto:edlisinski@eplanexam.com)

# Current Contract

## **PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF STURGEON BAY, WISCONSIN AND SAFEbuilt WISCONSIN, LLC**

This Professional Services Agreement ("Agreement") is made and entered into by and between City of Sturgeon Bay, Wisconsin, ("Municipality") and SAFEbuilt Wisconsin, LLC, a whole subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

### RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services and Fee Schedule, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

### 1. SCOPE OF SERVICES

Consultant will perform the Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality in accordance with State of Wisconsin SPS 305 of the Administrative Code. Consultant is not obligated to perform services beyond the Services.

Unless otherwise provided in Exhibit B, Consultant shall provide the Services using hardware and Consultant's standard software package. If Municipality requires that consultant use hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit B. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit B and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit B.

### 2. CHANGES TO SCOPE OF SERVICES

Any changes to the Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for the Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to the Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

### 3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit A – List of Services and Fee Schedule.

### 4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality as SAFEbuilt, LLC, on a monthly basis and provide all necessary supporting documentation. All payments for undisputed charges are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one percent (1.0%) per month. If payment of undisputed charges is not received within ninety (90) days of invoice date, Services will be discontinued until all undisputed invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any

invoice shall be due within 30 days of Consultants invoice date; If additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is executed by one of the Parties. The initial term of this Agreement shall be twelve (12) months from the effective date. This Agreement shall automatically renew for twelve (12) month terms, unless prior notification is delivered to either Party thirty (30) days in advance of the applicable renewal date of this Agreement. In the absence of written documentation, this Agreement will continue in force until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment of all undisputed charges for work completed up to and including the date of termination within the later of thirty (30) days of the termination date and 30 days of the date of the final invoice.

Either Party may also terminate this Agreement if the other Party fails to perform any of its obligations hereunder and such failure continues for period of 30 days after notice, except in the case of a failure to maintain Insurance coverage, in which case the cure period will be 48 hours, during which time until the failure is cured, in the case of a failure of Consultant to maintain insurance as required, Consultant shall immediately discontinue performing the Services.

Municipality may also terminate this Agreement immediately upon notice to Consultant if Consultant ceases doing business, becomes insolvent or is the subject of any bankruptcy, receivership or other proceeding designed for the benefit of creditors generally.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services. Municipality grants Consultant full privilege, non-exclusive, non-transferable license to use all such materials as reasonably required to perform the Services.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.



10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. As Consultant is an independent contractor, Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

11. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by breach of this Agreement by, or the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultant's compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of sovereign immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality.

If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall promptly notify the other and both Parties shall cooperate fully in investigating the incident, but failure to give such notice shall not constitute a waiver of any claim to indemnity, except to the extent the such failure has irreparably prejudiced the other Party's ability to defend the Claim.

12. ASSIGNMENT

Neither party shall assign all or part of its rights, duties, obligations, responsibilities or benefits set forth in this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties if Municipality gives its prior consent thereto. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

13. INSURANCE

- A. During the term of this Agreement Consultant shall procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.
- B. At a minimum, Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee.
- D. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- E. Professional liability insurance with minimum limits of five million dollars (\$5,000,000) each claim and five million dollars (\$5,000,000) general aggregate.
- F. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- G. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- H. Coverage shall not be terminated or cancellable except on 30 days' notice to Municipality.
- I. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

14. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

15. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Consultant for any purpose other than the performance of Services hereunder without the express prior written consent of Municipality. All such records, documents, notes, data and other materials shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the work product, deliverables, applications, records, documents and other materials required for or resulting from the Services, all solely in anonymized form, for purposes of (i) benchmarking of Municipality's and others performance relative to that of other groups of customers served by Consultant; (ii) sales and marketing of existing and future Consultant services; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement

expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

16. CONSULTANT ACCESS TO RECORDS

Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

17. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

18. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions that may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employees are unavailable. Municipality may be provided advance opportunity to make recommendation to Consultant regarding any proposed hiring, retention, or selection of any new employee that will provide Services to Municipality. Such recommendation by Municipality concerning an employment-related action shall not be binding on Consultant.

19. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action 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. Consultant shall post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws.

Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

20. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility.

Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

21. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). This provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. If Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus, which payment shall constitute full and final payment of all damages incurred by Consultant in relation to the hiring of such employee.

22. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Josh VanLieshout, City Administrator City of Sturgeon Bay 421 Michigan Street Sturgeon Bay, Wisconsin 54235 Email: <a href="mailto:jvanlieshout@sturgeonbaywi.org">jvanlieshout@sturgeonbaywi.org</a>	Tom T. Klein, CRO SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538 Email: <a href="mailto:tklein@safebuilt.com">tklein@safebuilt.com</a>

23. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

24. DISPUTE RESOLUTION

If a dispute arises out of or relates to this Agreement, or the breach thereof, and the dispute cannot be settled through negotiation, the Parties shall first try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost of the mediation shall be borne equally by each Party.

25. ATTORNEY'S FEES

In any formal proceeding regarding the negotiation, interpretation or enforcement any of this Agreement, the prevailing Party shall be entitled to be compensated by the non-prevailing Party for all of its actual,

reasonable attorney fees and legal costs associated with such proceeding, and the Parties shall request the court make a specific finding as to which Party is the Prevailing Party.

26. LIMITATION OF DAMAGES. Any provision of this Agreement to the contrary notwithstanding, Municipality shall not be liable to Consultant for any damages for which Municipality enjoys immunity or to the extent limited by applicable law, including, without limitation, §893.80 of the Wisconsin Statutes.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by the laws of the State of Wisconsin and all services to be provided will be provided in accordance with applicable federal, state and local law, without regard to its conflict of laws provisions.

29. EXCLUSIVE VENUE. The exclusive venue for any mediation involving the negotiation, interpretation or enforcement of this Agreement shall be the City of Sturgeon Bay, Door County, Wisconsin. The exclusive venue for any formal legal proceeding involving the negotiation, interpretation or enforcement of this Agreement shall be the Circuit Court for Door County, Wisconsin.

30. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

31. ELECTRONIC REPRESENTATIONS AND RECORDS

Electronic representations of original signatures shall be legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original.

32. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.


IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

**SAFEbuilt Wisconsin, LLC**

By:   
Thomas P. Wilkas, CFO

May 16, 2019  
Date

**CITY OF STURGEON BAY**

By:   
David Ward, Mayor

5/14/19  
Date

By:   
Stephanie Reinhardt, Clerk

5/14/2019  
Date



## EXHIBIT A – LIST OF SERVICES AND FEE SCHEDULE

### 1. COMMERCIAL PLAN REVIEW SERVICES

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

#### Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

### 2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will intake plans and related documents for pick up by Consultant and/or submit to Consultant electronically

### 3. TIME OF PERFORMANCE

- ✓ Services will be performed during normal business hours excluding Municipal holidays.
- ✓ Services will be performed on an as-requested basis
- ✓ Consultants representative(s) will be available by cell phone and email

Deliverables			
<b>PRE-SUBMITTAL MEETINGS</b>	Provide pre-submittal meetings to applicants by appointment		
<b>PLAN REVIEW TURNAROUND TIMES</b>	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Single-family within	5 business days	5 business days or less
	✓ Multi-family within	10 business days	5 business days or less
	✓ Small commercial within (under \$2M in valuation)	10 business days	5 business days or less
	✓ Large commercial within	20 business days	10 business days or less

### 4. FEE SCHEDULE

- ✓ Municipality will promptly notify Consultant of any revisions or amendments to Municipal Fee Schedule
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
<b>Commercial Plan Review Services</b> ✓ Building, HVAC and Plumbing <ul style="list-style-type: none"> <li>▪ Requires State of Wisconsin approval for Delegated/Certified Municipal Authority</li> <li>▪ Consultant will provide service based upon approval granted by the State of Wisconsin</li> </ul>	*85% of Municipal established fee as adopted by ordinance
*Consultant fees set forth above for Commercial Plan Review Services are inclusive of the fees required to be paid to the Wisconsin Department of Safety and Professional Services pursuant to Chapter SPS 361 and 302 of the Wisconsin Administrative Code for the Commercial Plan Review and Reporting Services provided by the Consultant pursuant to this Agreement. Consultant shall remit the fees required to be paid to the Wisconsin Department of Safety and Professional Services when due.	

## **EXHIBIT B – MUNICIPAL SPECIFIED OR PROVIDED SOFTWARE**

Municipality to provide applicable information in accordance with the provisions of Section 1. Scope of Services.



**Josh Van Lieshout**  
City Administrator

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

#### Memorandum

To: Finance Committee  
From: Josh Van Lieshout, City Administrator  
Re: Lodging tax rates  
Date: September 25, 2020

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Recently the Town of Baileys Harbor Board had a discussion concerning raising lodging (room) tax to help address a number of issues their community is facing relative to infrastructure costs and ongoing community marketing costs. The lodging tax rate is prescribed by local ordinance, and is 5.5%, Wisconsin statutes do not allow communities in a tourism zone like Door County's to have different lodging tax rates.

As I understand Baileys Harbor is discussing the lodging tax be raised to the statutory maximum of 8%, it is projected this would increase lodging tax revenues county wide by 2.3M, from 5M to 7.3M. As it is today, 30% of lodging tax revenues may be retained by the community in which they originated, the remaining 70% must be shared with the designated marketing entity, 4% of all lodging taxes collected are retained by the Commission for lodging tax collection expenses and are withheld from the 70% portion. The designated marketing entity is selected by the Door County Tourism Zone Commission, and is Destination Door County (formerly Door County Visitor Bureau).

There are financial benefits to the City if the lodging tax were raised, likewise more dollars directed to marketing, ultimately bolster the lodging and hospitality industry in Sturgeon Bay and Door County.

There are few other features in the Baileys Harbor plan that need special attention. One such feature is the imposition of a lodging tax permit fee on all lodging providers. This fee would be used to shift the funding of the Tourism Zone Commission from a percentage (4%) of lodging tax revenues to a fee funded model. At this time it is undetermined if the statutes and ordinances allow a fee to be collected and what that would be, however the cost of operating the Commission is about \$200,000 per year and there are about 1,200 permits. It would be reasonable to expect a fee of \$175 to \$225.

To satiate lodging providers, Baileys Harbor is proposing Destination Door County dispose of their membership fee structure. Finally the Baileys Harbor discussion calls for doing away with Strategic Community Partnership (SCP) money, money Destination Door County grants to the community marketing entities like Destination Sturgeon Bay, and replace that program with 1M in direct investment in the community marketing entities. In the case of Baileys Harbor, the town would then withdraw sharing their local (30%) lodging tax revenues.

This idea is not new, every few years the idea of raising the lodging tax is brought up, the customary concerns are the cost incurred to collect the tax (in the form of credit card fees), price elasticity of demand support a higher tax, and what will be the benefits of a higher lodging tax.

I have not had any contact with lodging providers who, ultimately collect the tax (remember this is a pass through tax placed on the consumer, not the lodging provider) and any associated costs, eg. credit card, administrative, accounting, etc.

The question for the Finance Committee to consider is if the City should support a change in the lodging tax rate and entertain a lodging tax permit fee. Raising the lodging tax from 5.5% to 8% would yield an roughly additional \$90,000 for the City of Sturgeon Bay and an additional \$210,000 for marketing efforts.

# Town of Baily's Harbor Lodging Tax Discussion Model

## Assumptions

\$92,000,000 in lodging sales

SCP Money

Estimate of Membership dues (800 members at \$495)

\$200,000

\$396,000

## Existing Structure

5.5% Room Tax

\$5,060,000.00

DDC allocation (66%)

\$3,339,600.00

Municipal allocation(30%)

\$1,518,000.00

DCTZ allocation (4%)

\$202,400.00

Implement Room Tax increase May 1, 2021, Permit fees would start January 1.

## Keep Existing Structure Increase Tax to 8%

### Allocations

\$7,360,000.00

\$4,857,600.00

\$2,208,000.00

\$294,400.00

### Increase in revenue

\$2,300,000.00

\$1,518,000.00

\$690,000.00

\$92,000.00

DDC Investment in local E DDC's Loss of Membership | Return of SCP Money to Net Gain for DDC

(\$1,000,000.00)

(\$396,000.00)

\$340,000.00

\$462,000.00

All Properties would be charged \$250 per membership and get joint membership to local business association and to DDC

## Change Allocation Structure Increase Tax to 8% add Permit Fee

### Allocations

\$7,360,000.00

\$5,152,000.00

\$2,208,000.00

\$375,000.00

### Increase in revenue

\$2,300,000.00

\$1,812,400.00

\$690,000.00

\$172,600.00

DDC Investment in local E Loss of Membership Revenue | Return of SCP Money

(\$1,000,000.00)

(\$396,000.00)

\$340,000.00

\$756,400.00

All Permit Holders get free membership to local business association and to DDC

Non Lodging Properties would be charged \$250 per membership and get joint membership to local business association and to DDC

Total Lodging Sales in 2019	\$94,659,439.86				
Municipality	2019 Collection 5.5% Tax	30% to Municipality	Estimated 2021 Collection 8% Tax	Estimated 2021 30% to Municipality	Increased Room Tax to the City of Sturgeon Bay
City of Sturgeon Bay	\$675,399.00	\$202,620.00	\$982,400.00	\$294,720.00	\$92,100.00



**TOWN OF BAILEYS HARBOR**  
**Resolution No. 2020-11**

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE DOOR COUNTY  
TOURISM ZONE COMMISSION AGREEMENT**

**WHEREAS**, the Town of Baileys Harbor is a municipality located within the Door County Tourism Zone; and

**WHEREAS**, the Town of Baileys Harbor imposes a room tax pursuant to Wis. Stat. 66.0615; and

**WHEREAS**, the Town of Baileys Harbor entered into an intergovernmental agreement, the Door County Tourism Zone Commission Agreement, pursuant to Wis. Stat. 66.0615(1m)(b) and Wis. Stat. 66.0301 with other municipalities located in Door County ("the "Member Municipalities"); and

**WHEREAS**, the Tourism Zone Commission Agreement created the Door County Tourism Zone Commission for the purpose of monitoring the collection of room taxes, contracting with the Tourism Entity to obtain staff, support service and assistance in developing and implementing programs to promote the Tourism Zone to visitors, and to do all things necessary and provided for by Wis. Stat. 66.0615; and

**WHEREAS**, the Tourism Zone Commission Agreement includes the amount of room tax to be charged by all Member Municipalities, the duties of the Door County Tourism Zone Commission, and other fees and administrative costs to be charged; and

**WHEREAS**, the Tourism Zone Commission Agreement may be amended at any time by two-thirds (2/3) majority written vote of the Member Municipalities; and

**WHEREAS**, the Town of Baileys Harbor wishes to amend the Door County Tourism Zone Commission Agreement and wishes to submit its proposed amendments to the other Member Municipalities of the Door County Tourism Zone Commission to be approved by those Member Municipalities.

**NOW THEREFORE, BE IT RESOLVED** by the Town of Baileys Harbor, Door County, Wisconsin, that:

1. Paragraph 4 of the Door County Tourism Zone Commission Agreement be amended to increase the Room Tax Rate to eight percent (8%).
2. Paragraph 7 of the Door County Tourism Zone Commission Agreement be amended in part charge a filing fee for all applications which shall be submitted to the clerk of the Tourism Zone Commission along with the application.

3. The filing fee shall be set yearly by the Tourism Zone Commission and shall be used to pay the administration expenses of the Commission including the cost of: issuing permits, monitoring collection of Room Tax, reviewing the progress of the contracted Tourism Entity, approving the Tourism Entity's budget, approving the payment of monthly expenses and preparing monthly, quarterly and annual reports to the participating municipalities plus any and all tasks and costs necessary in the operation of the Commission.

4. Paragraph 9 of the Door County Tourism Zone Commission Agreement be amended to remove the four percent (4%) of room taxes collected currently given to the Tourism Zone Commission. The Distribution shall be seventy percent (70%) to a contracted tourism entity and 30% to the municipality.

5. The Town Chairperson and/or Town Clerk is hereby authorized to submit this resolution to the other Member Municipalities to amend the Door County Tourism Zone Commission Agreement.

**NOW, THEREFORE**, it is hereby resolved that the Town Board of the Town of Baileys Harbor does hereby adopt the foregoing resolution.

Attest:

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Haley Adams, Town Clerk

# VANDE CASTLE

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ATTORNEYS AT LAW

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WAL. J. VANDE CASTLE  
TED J. WARPINSKI  
(Court Commissioner)  
MARK A. WARPINSKI  
RONALD A. VENCI  
(Of Counsel)

January 6, 2021

Ms. Kim Roberts  
DOOR COUNTY TOURISM ZONE  
COMMISSION  
P.O. Box 55  
Sister Bay, WI 54234

VIA EMAIL TRANSMISSION

Re: Commission Fee and Permit Fee

Kim,

I have gone back through the questions you posed from the last Commission meeting regarding the Commission's 4% fee and the background regarding the scope of a possible annualized permit fee. These questions present of number of considerations.

## ANALYSIS

### Commission Fee

Like Josh, I recall a discussion from the early days of the Commission regarding the basis for the 4% Commission operating fee. You noted, Josh recalled a possible opinion that I may have given the Commission regarding that fee. You indicated that in review of the Commission's records you could not find such an opinion. Likewise, I could not find such an opinion in my records. I do, however, recall discussion of the basis of that fee.

I am wondering if the opinion that Josh was thinking of was an opinion that I had done for Bob Kufirin back in 2010 related to whether the Commission could retain the costs and expenses that the Commission recovered from compliance litigation separate from and in addition to the 4% fee or whether those recovered costs had to be split 70/30. There were questions as to whether those funds need to be split 70/30 or 66/30/4 as provided in

the Intergovernmental Agreement; or whether the Commission could retain all those costs and fees along with any accrued interest when the judgments were actually collected. As I recall the underlying discussion related to this topic addressed the 4% amount as being the limit to which the Commission was entitled to retain as its operating revenue.

It was our opinion at that time that the Commission could retain those fees because they were in fact expenses that the Commission had actually paid up front in order to obtain the compliance enforcement judgment. While the recovered room tax, interest and penalties assessed under the statute had to be split 70/30, the legal and audit fees, the court costs and service of process fees recovered by the Commission did not need to be split because they were a reimbursement of funds and fees already spent by the Commission. As a reimbursement of fees already spent, the retainage of those recovered fees would not increase the Commission's revenue beyond the 4% allowed under Intergovernmental Agreement.<sup>1</sup>

I would note that under the provisions of Sec. 66.0615, Wis. Stats., there is no statutory provision prescribing any specific fee for the Commission's operation. Under that amount is left up to the municipalities that formed the Commission. Under those provisions the only financial requirement is that 70% of room taxes collected be allocated toward tourism promotion and tourism development. Technically, it is only by inference that the remaining 30% be returned to the local municipalities.<sup>2</sup> Functionally, under the statute, it is left up to the municipalities as to how they intend to provide for the funding necessary to operate the Commission.

I would note that the 4% funding limit is established under the Intergovernmental Agreement that organized the Commission under Sec. 66.0615(1), Wis. Stats. Section 18 of that Agreement provides the following with respect to the Commission's 4% operating fee:

"18. Administration. Administrative expenses of the Commission, which are all the expenses except for distribution to the Tourism Entity for tourism promotion, as stated previously in this Agreement cannot exceed four

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<sup>1</sup> Under the Intergovernmental Agreement the Commission may not receive more than 4% of the gross Room Tax collected.

<sup>2</sup> For municipalities that were retaining more than 30% of the room tax revenues prior to the adoption of Sec. 66.0615, Wis. Stats., Sec. 66.0615(dm), Wis. Stats., now provides a schedule for reducing the amount retained to bring it more in line with the 30% limit implied in the statute.



percent (4%) of the gross Room Tax collected and shall come from the seventy percent (70%) that does not go to the municipalities. This four percent (4%) administration fee may be increased upon approval of two-thirds (2/3) of the member municipalities. These expenses can include, but are not limited to the following: compensation to Commissioners for actual expenses and mileage while attending meetings or on official business for the Commission, wages paid to an administrative assistant, mileage paid to the administrative assistant when necessary in his/her work, rental of office space, accounting fees for the annual audit, insurance costs to cover bonding and anything else found necessary, office equipment, office supplies, postage, telephone, internet, utilities and any legal expenses, including litigation and any other expenses associated with the collection of unpaid Room Tax. The rate paid for mileage shall be the same as the standard Internal Revenue Service rate for business mileage adjusted periodically."

This language expresses an intent of the municipalities to fund the Commission's operation from room tax revenues. I would also note that under Section 20 of the Intergovernmental Agreement, the Agreement, including the Commission operating fee amount, can only be amended upon a two-thirds (2/3rds) majority vote of the member municipalities.

#### Permit Fee

The Commission, as a "governmental body" under the provisions of Sec. 19.81(1), Wis. Stats., is subject to all the restrictions and constraints imposed by law on all governmental bodies. The authority for a governmental body to charge a fee for providing a public service is embodied in its police power; that is its inherent power to exercise reasonable control over persons and property within its jurisdiction in the interest of the general public security, health, safety, morals, and welfare. The governmental police power of the is also the inherent power of the government to promote the general welfare. It covers all matters having a reasonable relation to the protection of the public health, safety or welfare.'" *State v. McManus*, 152 Wis.2d 113, 130, 447 N.W.2d 654 (1989). As such, it is the power to regulate. *Rusk v. City of Milwaukee*, 727 N.W.2d 358 (Wis Ap. 2007).

The police power of a governmental body is not, however, unfettered. The Courts have said that the exercise of governmental police power must be evaluated upon "whether the means chosen have a reasonable and rational relationship to the purpose or object of the enactment..." *Messner v. Briggs & Stratton Corp.*, 120 Wis.2d 127, 135, 353 N.W.2d 363 (Ct.App.1984)

As I alluded in my early letter, there is a long history of Courts in this State addressing fees charged by municipalities for services rendered. The Courts have noted that these services being rendered by governmental bodies are "public services". In the 1912 case of *City of Monroe v. Endelman*, 150 Wis. 621(1912), the Wisconsin Supreme Court ruled that "[a]ny fee that is imposed by a political subdivision shall bear a reasonable relationship to the service for which the fee is imposed." "All licensing ordinances, as exercises of police power, must be reasonable". *Sluggys Lake Front Inn, Inc. v. Town of Delavan*, 125 Wis.2d 199, 201, 372 N.W.2d 174 (Ct.App.1985).

The "reasonable relationship" provision was subsequently codified in State Statutes in Sec.66.0628, Wis. Stats., Section 66.0628(2), Wis. Stats., specifically provides that:

"[a]ny fee that is imposed by a political subdivision shall bear a reasonable relationship to the service for which the fee is imposed."

You also inquired as to what constitutes a "modest fee". Or more precisely in the language of the *Endelman* Court and Section 66.0628, Wis. Stats., what constitutes a "reasonable relationship" to the service for which the fee is imposed. Section 66.0628,(1)(b), Wis. Stats., attempts to answer that question. Specifically, it provides the following:

"reasonable relationship" means that the cost charged by a political subdivision for a service provided to a person may not exceed the political subdivision's reasonable direct costs that are associated with any activity undertaken by the political subdivision that is related to the fee."

While that definition is somewhat helpful it is not the complete answer, as evidenced by the number of case that have subsequently litigated fee issues. Attempts to clarify the "reasonable relationship" determination with respect to governmental body fees has developed an analysis of when a so called "fee" moves from a fee based on the exercise of police powers to a tax levied under a governmental body's constitutional power to generate operating revenue.

When reviewing municipal charges, Courts have made and attempted to clarify a distinction between taxes and fees. In State v. Jackman, 60 Wis.2d 700, 211 N.W.2d 480 (1973) the Court stated that "it is generally recognized that charges exacted in the exercise of the police power are not taxes and are not subject to constitutional limitations which apply to the exercise of the power to tax." That Court went on to clarify that "A tax is one whose primary purpose is to obtain revenue, while a license fee is one made primarily for regulation and whatever fee is provided is to cover the cost and the expense of supervision or regulation." State v. Jackman, 60 Wis.2d 700, 211 N.W.2d 480 (1973); Rusk v. City of Milwaukee, 727 N.W.2d 358 (Wis Ap. 2007).

You indicated that there was a proposal to remove the Commission's 4% fee and replace that funding source with the lodging permit fee. The 4% fee is the Commission's principal funding source. As the 4% amount comes from the room tax revenues collected by the Commission, it is a tax based revenue source within the parameters of the room tax authorized under 66.0615, Wis. Stats. As such, attempting to replace that fee exclusively with the permit fee would appear to constitute an effort to use the permitting fee as a source of revenue. Under the provisions of Jackman and Rusk, above, with the primary purpose of the proposed charge being revenue generation, that proposed fee would appear to be a tax and not a permissible regulatory fee.

You have asked, what would be an appropriate fee amount. At this point, I cannot provide that answer. As provided under Sec. 66.0628,(1)(b), Wis. Stats., the fee must be calculated based on the "reasonable direct costs that are associated with any activity undertaken by the political subdivision that is related to the fee." In other words, what does it cost the Commission to process an application for a lodging permit? That is a number that would think is best be evaluated by Kerber Rose and yourself.

Parenthetically, I would note most municipal permitting fees that I have encountered that do not require a prior notice publication, like a liquor license, tend to run in the range from around \$10.00 to \$50.00. Again, these charges would be based on the direct cost to the governmental body related to processing and issuing the permit. In those situations where the issuance of the permit does not require prior approval from the governing body; that is, where the permit application is simply reviewed and processed by staff, the permit fees tend to be on the low side of the foregoing range.

I would note that prior to adopting a lodging permit fee, the Commission should have substantial background information justifying the amount to be charged. That information should be presented in open session before the Commission in connection with

Ms. Kim Roberts  
January 6, 2021  
Page 6

the Commission's approval and adoption of that fee. This is the information that a Court would look at when considering whether the permit fee is reasonable under Sec. 66.0628(2), Wis. Stats. Rusk v. City of Milwaukee, 727 N.W.2d 358 (Wis Ap. 2007). The burden of proof will be on the Commission to establish that the fee is reasonably related to the Commission's direct cost in processing the permit application and issuing the permit. Edgerton Contractors, Inc. v. City of Wauwatosa, 781 N.W.2d 228 (Wis Ap. 2010); Rusk, *id.* It is therefore prudent to have carried out that analysis before the fee is adopted rather than trying to justify it after the fact.

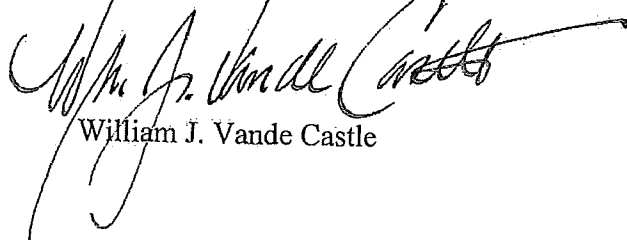
#### CONCLUSION

The provisions of Section 66.0628, Wis. Stats., and the related case law clearly establish that a governmental body's police power regulatory authority to issue permits cannot be used as a revenue source for the governmental body. The fees imposed in connection with that regulatory activity must be directly based on the body's regulatory costs.

I trust the foregoing provides more detailed guidance with respect to the issues of the Commission's 4% fee and the use of a fee for the issuance of a Lodging Permit. If there are any additional questions or questions about any of the foregoing, please let me know.

Sincerely,

VANDE CASTLE, S.C.



William J. Vande Castle

WJVC/kp



### 30.01 - Room tax.

(1) *Definitions.* In this chapter, the following definitions shall apply:

- (a) *Commission* has the meaning defined in § 66.00615(a), Wis. Stats. If two or more municipalities in a zone impose a room tax under section (a), the municipalities shall enter into a contract under § 66.0301, Wis. Stats. to create a commission under § 66.0301(2), [Wis. Stats.]. Each municipality in a single zone that imposes a room tax shall levy the same percentage of tax. If the municipalities are unable to agree on the percentage of tax for the zone, the commission shall set the percentage.
- (b) *Gross receipts* has the meaning as defined in § 76.48(d), Wis. Stats. A "gross receipts" means total revenue received from the retail furnishing of rooms, lodging, or similar accommodations by a hotel or motel as defined herein.
- (c) *Hotel and motel* have the meaning as defined in § 77.52(2)(a)1, Wis. Stats. "Hotel and motel" means a building or a group of buildings in which the public may obtain accommodations for a consideration, including, without limitation, such establishments as inns, motels, tourist homes, tourist houses or courts, bed and breakfast establishments, lodging houses, rooming houses, summer camps, apartment hotels, resort lodges and cabins, commercial indoor lodging facilities and any other building or group of buildings in which accommodations are available to the public, except accommodations rented for a continuous period of more than 30 consecutive days and accommodations furnished by any hospitals, sanitariums or nursing homes or by corporations or associations organized and operated exclusively for religious, charitable or educational purposes provided that no part of the net earnings of such corporations and associations inures to the benefit of any private shareholder or individual.
- (d) *Municipality* means the City of Sturgeon Bay, Wisconsin.
- (e) *Payor* means the person or entity who owes the tax imposed by this chapter.
- (f) *Room tax* means the tax imposed pursuant to this chapter.
- (g) *Tourism* has the meaning as defined in § 66.0615(1)(e), Wis. Stats. "Tourism" means any travel for recreational, business or educational purposes.
- (h) *Transient* has the meaning as defined in § 77.52(2)(a)1., Wis. Stats. "Transient" means any person residing for a continuous period of less than 30 consecutive days in a hotel, motel, or other furnished accommodations available to the public.
- (i) *Tourism entity* has the meaning as defined in § 66.0615, Wis. Stats. A nonprofit organization that provides staff, development or promotional services for the tourism industry in the municipality and as one of its primary purposes, the generation of paid overnight stays. The tourism entity must have a governing board comprised of over 50 percent representation from the area's restaurants, drinking places, gift/souvenir shops, hotels, motels, bed and breakfasts, tourist rooming houses, public golf courses, amusement parks or other tourist attractions; 25 percent or more of the total board must be owners or operators of room tax paying lodging establishments.
- (j) *Tourism promotion and development* has the meaning as defined in § 66.0615(1)(fm), Wis. Stats. "Tourism promotion and development" means any of the following that are significantly used by transient tourists and reasonably likely to generate paid overnight stays at more than one establishment on which a room tax may be imposed, that are owned by different persons and located within the municipality; or, if the municipality has only one such establishment, reasonably likely to generate paid overnight stays in that establishment:
  - 1. Marketing projects, including advertising media buys, creation and distribution of printed or electronic promotional tourist materials, or efforts to recruit conventions, sporting events, or motor coach groups.
  - 2. Transient tourist informational services.

3. Tangible municipal development, including a convention center.
- (k) *Tourism zone* has the meaning as defined in § 66.0615, Wis. Stats. "Tourism zone" means an area made up of two or more municipalities that, those municipalities agree, is a single destination as perceived by the traveling public.
- (2) *Tourism zone membership.* Pursuant to § 66.0615, Wis. Stats., the City of Sturgeon Bay will join the Door County Tourism Zone for the purpose of promoting the county as a single destination.
- (3) *Imposition of room tax.*
- (a) *Tax imposed.* Pursuant to § 66.0615, Wis. Stats., a tax is hereby imposed on the privilege and services of furnishing, at retail, of rooms or lodging to transients by hotel keepers, motel operators and other persons furnishing accommodations that are available to the public, irrespective of whether membership is required for the use of the accommodations. Such tax shall be at the rate of five and one-half percent (Emphasis added) of the gross receipts from such retail furnishing of rooms or lodgings. Such tax shall not be subject to the selective sales tax imposed by § 77.52 (2)(a)1., Wis. Stats., and may not be imposed upon sales to the Federal Government and persons listed under § 77.54 (9a), Wis. Stats.
- (b) *Taxation effective date.* The effective date of the room tax shall be January 1, 2009.
- (c) *Room tax payment frequency.* Room tax should be paid by the lodging property on a monthly basis. It should be paid by the end of the month following the month in which it was collected unless the end of the month falls on a Saturday or Sunday, which would make it due on Monday. The room tax is owed to the local municipality which imposed the tax, but the municipality directs that all checks be sent directly to the commission. If the room tax checks for all properties in a municipality are sent directly to the commission, the commission will send one check by the fifteenth of each month to the municipality for 30 percent of all room tax collected the previous month along with a report showing the amount of room tax collected from each lodging property. In the latter case, the commission does all the paperwork as part of their monitoring.
- (d) *Room tax responsibility.* The correct amount of room tax shall accompany each lodging property's monthly tax return and be made payable to the Door County Tourism Zone Commission. If any person liable for any amount of tax under this agreement sells out their business or otherwise quits the business, their successors or assigns shall withhold sufficient of the purchase price to cover such amount until the former owner produces a receipt from the commission that it has been paid or a certificate stating that no amount is due. If any person subject to the tax imposed by this agreement fails to withhold such amount of tax from the purchase price as required, they shall become personally liable for the payment of the amount required to be withheld by them.
- (e) *Monthly room tax return.* The monthly room tax return filed with the room tax payment by the lodging property shall contain the following information: Name of the business, physical address, postal address, municipality located within, name of the designated person filling out the return, month and year the return is for, total available rental units during the month (number of rental units in the facility multiplied by the days in the month or days they were open), number of rooms or units rented, total lodging sales for the month, room tax to be paid, (which should equal total lodging sales multiplied by the five and one-half percent room tax), and the signature of the person filling out this return, attesting to the accuracy. This information will allow the commission to judge the accuracy of the return, and, for the commission, with all returns in total, to judge the effectiveness of the tourism promotion. The commission shall establish the form of the monthly tax return as either a paper and/or electronic document.
- (f) *Delinquent room tax.* Delinquent room tax returns shall be subject to a twenty-five dollar late filing fee. The tax imposed pursuant to this chapter shall become delinquent if not paid by the due date of the return. A forfeiture of 25 percent of the room tax due or \$5,000.00 whichever is less, of the tax imposed, is hereby established and due and owing in the event that the room tax is not paid within 30 days after the due date of the return. To prevent payment omissions, within



ten days of a past due room tax payment, the commission should send a written past due statement to the designated person or agent at the late paying lodging business. In addition to this forfeiture, all unpaid taxes under this chapter shall bear interest at the rate of 12 percent per annum from the due date of the return until received and deposited by the commission. Whenever the commission has probable cause to believe that the correct amount of room tax has not been assessed or that the tax return is not correct, or that the tax has not been paid, the commission is authorized to examine and inspect the books, records, memoranda and property of any person in order to verify the tax liability of that person or another person. The commission shall make an estimate of the amount of tax owed. Based on this estimate, the commission shall add a penalty of ten percent thereof. If a person files a false or fraudulent return with the intent of either case to defeat or evade the tax imposed by this ordinance, a penalty of 50 percent shall be added to the tax required to be paid, exclusive of interest and other penalties. If any past due tax, interest or penalties are due at the beginning of a calendar year, a new room tax-lodging permit will not be issued by the commission unless satisfactory financial arrangements have been made with the commission to satisfy payment.

- (g) *Confidentiality of reports.* All room tax returns, schedules, exhibits, writings or audit reports relating to such returns, on file with the commission and the municipality are deemed confidential pursuant to § 66.0615(3), Wis. Stats., except they may divulge their contents to the following, and no others:

1. The person who filed the return.
2. Officers, employees or agents of the \_\_\_\_\_ treasurer and the commission.
3. Other persons for the use in the discharge of duties imposed by law, or in the discharge of the duties of their office (unless otherwise prohibited by law), or by order of a court.

- (h) *Initial adoption year exemptions.* The following exemptions shall automatically expire on December 31 of the calendar year of adoption. During the period of time from the adoption of the room tax ordinance until December 31 of that calendar year, there may be exemptions to the collection of the room tax subject to audit. Any person or business otherwise required to file a return and make a payment under this agreement, will be allowed an exemption from the requirement to collect and pay room tax for any signed contract dated prior to the adoption of the agreement in which the contract guarantees the lodging rates and the applicable taxes. This also applies to any gift certificate purchase before the adoption of this agreement, which is not for a fixed dollar amount, but, instead, for the amount paid, guarantees a particular lodging rate and the applicable taxes. This exemption does not apply to reservations made before the adoption of this agreement, which are not binding contracts. The commission shall establish provisions for the proper reporting of these exemptions.

(4) *Lodging establishments to be licensed.*

- (a) *License required.* Any party supplying transient lodging in the City of Sturgeon Bay shall obtain and maintain a permit from the commission permitting the rental of accommodations. No accommodations shall be rented or available for rental for a period of less than 30 days by any party not possessing a lodging permit issued by the commission.

- (b) *Permit application.* Any party furnishing lodging accommodations to transient guests in the City of Sturgeon Bay shall annually file, on or before the end of the year, with the commission, an application to operate each place of business subject to this chapter. There shall be no cost for the filing of the application for the permit. (Emphasis added) The application form shall include, at minimum, the following information:

1. The name of the business under which the person, partnership or corporation transacts business or intends to transact business. (This name shall agree with that used for sales tax permits.)
2. The name of the agent for the business or other person designated as responsible to remit the room tax, and means to contact this person, including email address, postal address, telephone number, fax number and cell phone number.

3. The physical and mailing address of the business.
  4. Number of rental units at the location for each month of the year during which the business is operating.
  5. The signature of the person designated in item b. above.
- (c) *Permit review and issuance.* The commission may accept the application, review it for accuracy and issue the permit. The permit shall not be assignable. The permit shall only be valid for the person named on the application as being responsible to remit the room tax. In cases where that person should change or the ownership should change during the life of the permit, the application and issuance of a new permit shall be necessary.
- (d) *Penalty for failure to obtain and maintain a permit for the rental of accommodations.* Any party in violation of the terms of this chapter by failing to obtain or maintain a lodging permit, when such permit is required, shall be subject to a forfeiture of not less than \$20.00 nor more than \$100.00 for each violation. Each room or unit separately rented or offered for rent, and each day of such rental or offer for rental of such unit shall be a separate violation. In addition, injunctive relief is hereby authorized to discontinue violation of this chapter. Any party deemed to have violated any of the provisions of this chapter shall be obligated to pay the costs of prosecution, in addition to actual attorney fees expended in the course of said enforcement.
- (e) *Tourism zone commission.* Authority is hereby delegated to the Door County Tourism Zone Commission to act as agent of this municipality in the enforcement of this chapter as amended, for violation of the requirement of obtaining and maintaining a lodging permit when such lodging permit is required. The Door County Tourism Zone Commission shall have and may exercise the full authority which would otherwise be available to this municipality in the enforcement of this chapter, including the ability to seek enforcement and penalties for failure to comply with the section requiring a lodging permit.
- (5) *Creation of a commission.*
- (a) *Commission purpose.* The municipalities shall enter into a contract under § 66.0615, Wis. Stats., to create a commission under the intergovernmental cooperation provisions of § 66.0301(2), Wis. Stats. The commission shall contract with a tourism entity for the promotion of the destination with a minimum of 70 percent of the room taxes collected.
- (b) *Commission membership.* The commission created by a tourism zone agreement under § 66.0615, Wis. Stats., shall consist of the following members:
1. Two members from each municipality in which annual tax collections exceed \$300,000.00.
  2. One member from each municipality in which annual tax collections are \$300,000.00 or less.
  3. Two additional members, who represent the Wisconsin hotel and motel industry, shall be appointed to the commission by the chairperson of the commission. Those individuals shall serve for a one-year term at the pleasure of the chairperson, and may be reappointed. These members shall not be members of the board of directors or employees of the tourism entity.
- (c) *Commission member appointment process and term of office.* Members of the commission shall be appointed by the principal elected official in the municipality and shall be confirmed by a majority vote of the members of the municipality's governing body who are present when the vote is taken. Commissioners shall serve a one-year term, at the pleasure of the appointing official, and may be reappointed. If a member of the commission resigns or is removed for cause, the municipal body that appointed the member may appoint another person to fulfill the unexpired term. If the subject member was appointed by the chairperson, they may appoint another person to fill the unexpired term. Members of the commission shall receive no pay, but may be reimbursed for their travel expense.

- (d) *Applicability of state open meetings law.* While membership on the commission is provided for each municipality in the zone agreement, all membership positions need not be filled if a municipality does not see a need. A member community that does not appoint a representative shall not count towards the determination of a quorum. The commission shall be subject to the provisions of the Wisconsin Open Meetings and Open Records laws as amended.
- (e) *Role of commission.* The commission shall perform such tasks as are specified in the tourism zone agreement.
- (6) *[Distribution of room tax.]* Upon receipt of the room taxes that are collected for the City of Sturgeon Bay, the commission shall distribute 30 percent of the room taxes to the city clerk for such purposes as the Sturgeon Bay Common Council shall determine. The commission shall distribute 66 percent of the room taxes to the tourism entity subject to the provisions of the intergovernmental agreement and entity agreement. The commission may retain up to four percent of the room taxes collected for administrative expenses.
- (7) *[Spending of room tax.]* The commission shall contract with a tourism entity who shall spend the room taxes on tourism promotion and development. The tourism entity shall not use any of the room tax revenue to construct or develop a lodging facility.
- (8) *[Tracking expenditures.]* The tourism entity shall track the use of room tax revenues and expenditures and state its impact on generating paid overnight stays in the community. The tourism entity shall permit and allow inspections of its records pertaining to the use of the room tax funds upon request of the tourism commission at reasonable times. The tourism entity shall provide a written report as determined by the tourism commission, no less than annually, and such report shall be available to the municipality and public upon request.

(Ord. No. 988-0597, § 1, 5-6-97; Ord. No. 990-0897, § 1, 8-5-97; Ord. No. 997-1197, § 1, 11-18-97; Ord. No. 1028-1299, §§ 1, 2, 12-21-99; Ord. No. 1054-1000, § 1, 11-7-00; Ord. No. 1216-0908, §§ 1, 2, 9-16-08; Ord. No. 1228-1108, 11-18-08; Ord. No. 1231-1208, § 1, 12-16-08)

# DOOR COUNTY TOURISM ZONE COMMISSION AGREEMENT

Amended 1/1/2009

Pursuant to Wisconsin Statutes '66.0615 and Wisconsin Statutes '66.0301, the following municipalities of Door County, Wisconsin enter into this Agreement for the purpose of promoting and developing tourism:

## Municipalities:

Village of Egg Harbor	15	Town of Washington
Village of Ephraim	16	Town of Gardner
Village of Sister Bay	17	Town of Sturgeon Bay
Town of Baileys Harbor	18	Town of Brussels
Town of Egg Harbor	19	Town of Forestville
Town of Gibraltar	20	Village of Forestville
Town of Jacksonport	21	Town of Clay Banks
Town of Liberty Grove	22	City of Sturgeon Bay
Town of Sevastopol	23	Town of Union
Town of Nasewaupsee		

1. Single Destination. The contracting municipal parties agree and acknowledge that the traveling public generally perceives the area encompassing the municipalities as a single destination.

2. Commission Created. The contracting municipalities further agree to create a Commission pursuant to the provisions of Wisconsin Statutes 66.0615 for the purpose of monitoring the collection of room taxes, contracting with the Tourism Entity to obtain staff, support service and assistance in developing and implementing programs to promote the Tourism Zone to visitors, and to do all things necessary and provided for by the statute.

3. Room Tax to be Enacted. The participants of this Agreement agree to enact a Room Tax Ordinance with the effective date of May 1, 2007 or acknowledge that a room tax already exists in their municipality. Any municipality wishing to join the Door county Tourism Zone in the futures will adapt this Agreement, the ORDINANCE FOR THE COLLECTION OF TAX ON OVERNIGHT LODGING and any amendments therewith, (Exhibit A) and accept the bylaws and all agreements, contracts, policies and procedures of the Door County Tourism Zone Commission in effect at the time membership is granted.

4. 5.5% Tax. Under this Agreement the participating municipalities agree that the Room Tax Rate shall be five and one half percent (5.5%).

5. Room Tax Imposed. The Room Tax is imposed on transient lodgers by entities furnishing, at retail, rooms or lodging to transients, renting for less than thirty (30) days, by hotelkeepers, motel operators and other persons furnishing accommodations that are available to the public. In addition any Condominium Association in which the Association brokers any form of rental lodging that is subject to Sales or Use Tax shall also be subject to this ordinance. Any Real Estate Agency which also rents lodging that is subject to Sales or Use Tax shall also be subject to this Agreement. The Room Tax is imposed on the gross receipts, the total revenue received from the retail furnishing of rooms, lodging and all lodging amenities received for the rates charged by a hotel or motel as defined within this Agreement. Lodging amenities may include breakfast, newspaper, Internet, telephone, cable TV, swimming pool, whirlpools and other amenities not available without charge to the general public not staying at the lodging establishment. Sales not subject to the Room Tax would be any items sold over the counter, as in a gift shop, separate sales in an adjoining restaurant, room service, vending machine or bar, the part of a package sale that is separate



## DOOR COUNTY TOURISM ZONE COMMISSION AGREEMENT

from lodging. Sales not subject to sales tax would also be exempt from Room Tax. There is also no sales tax on the Room Tax.

6. Definitions. Hotel or motel means a building, group of buildings or structure in which the public may obtain accommodations for a monetary consideration, including, without limitation, such establishments as inns, motels, hotels, tourist homes, private homes, bed and breakfast establishments, rooming houses, condominiums, summer camps, apartment homes, resort lodges and cabins, commercial indoor lodging facilities, campgrounds with A-frames, cabins or trailers and any other building or group of buildings available to the public.

7. Transient Lodging Permit. Any person, partnership or corporation furnishing lodging in a participating municipality who or which is a party to this Agreement, shall, before commencing business, file with the clerk of the Tourism Zone Commission, an application and obtain a permit to operate each place of business subject to this Agreement. There shall be no cost for the filing of the application or the permit. Such a permit is not transferable or assignable upon transfer of business ownership. The application form shall include, at minimum, the following information:

- a. The name of the business under which the person, partnership or corporation transacts business or intends to transact business. (This name shall agree with that used for Sales Tax Permits.)
- b. The name of the agent for the business or other person designated as responsible to remit the Room Tax. A means of contacting this person including email address, postal address, telephone number, fax number and cell phone number.
- c. The physical and mailing address of the business.
- d. Number of rental units at the location for each month of the year during which the business is operating.
- e. The signature of the person designated in item b. above.

The Commission may accept the application, review it for accuracy and issue the permit. The permit shall only be valid for the person named on the application as being responsible to remit the Room Tax. In cases where that person should change or the ownership should change during the life of the permit, the submittal of a new application and the issuance of a new permit shall be necessary. All information on this permit shall be kept current at all times.

8. Penalty for Non-compliance. Any party in violation of the ORDINANCE FOR THE COLLECTION OF TAX ON OVERNIGHT LODGING by failing to obtain and maintain a lodging permit, when such permit is required, shall be subject to a forfeiture of not less than twenty dollars (\$20.00) nor more than one hundred dollars (\$100.00) for each violation. Each room or unit separately rented or offered for rent and each day of such rental or offer for rental of such unit shall be a separate violation. In addition, injunctive relief is hereby authorized to discontinue violation of the aforementioned Ordinance. Any party deemed to have violated the Ordinance shall be obligated to pay the costs of prosecution, in addition to actual attorney fees expended in the enforcement of the Ordinance.

9. Distribution of Tax. Of the Room Tax collected, seventy percent (70%) will be used by the Commission for the promotion of the Tourism Zone to visitors and to encourage overnight stays. An amount equal to four percent (4%) of the total Room Tax collected will be subtracted from this seventy percent (70%) and used to pay the administration expenses of the Commission including the cost of: issuing permits, monitoring collection of Room Tax, reviewing the progress of the contracted Tourism Entity, approving the Tourism Entity's budget, approving the payment of monthly expenses and preparing monthly, quarterly and annual reports to the participating municipalities plus any and all tasks and costs necessary in the operation of the Commission. The remaining sixty-six percent (66%) shall be distributed to a contracted tourism entity in such manner as the Commission so determines to satisfy an agreed-upon budget to promote the Tourism Zone. The percentage available for Administrative expenses may be revised as directed in article 18, Administration. All funds in excess of the approved Tourism Entity budget shall be retained by the Commission in a reserve fund. This reserve funds need not be expended in the year they were collected and may be used in the proceeding budget cycle. These excess funds can be used by the Commission to help promote local or

## DOOR COUNTY TOURISM ZONE COMMISSION AGREEMENT

special events within the Tourism Zone through the Tourism Entity. The tourism entity may from time to time present special non-budgeted promotions that may require the use of the reserve funds. The expenditure of these excess funds for any reason shall be approved by the Commission by a two thirds (2/3) assenting vote of the commissioners present at a meeting, properly noticed and at which a quorum is present. The remaining thirty percent (30%) shall be distributed to the municipality from which the Room Tax was collected "to use for" such purposes as the respective governing body determines.

10. **Payment.** Room Tax should be paid by the lodging property on a monthly basis. It should be paid by the end of the month following the month in which it was collected. While the Room Tax is owed to the local municipality which imposed the tax, for convenience and collection purposes, all room tax returns and payments are to be sent directly to the Commission. The Commission, by the twenty-fourth (24<sup>th</sup>) of each month, will send to each participating municipality a payment along with the report required in Section 19 of this agreement showing the total room tax collected from all lodging properties in their municipality for the previous month. This payment will equal thirty percent (30%) of all Room Tax collected in their municipality plus or minus any adjustments from the previous months.

11. **Room Tax Returns.** The Monthly Room Tax Return filed with the room tax payment by the lodging property shall contain the following information: permit number, name of the business, physical address, postal address, municipality, name of the designated person filling out the return, month and year the return is for, total available rental units during the month (number of rental units in the facility multiplied by the days in the month or days they were open), number of rooms or units rented, total lodging sales for the month, room tax to be paid (which should equal total lodging sales multiplied by the 5.5% Room Tax) and the signature of the person filling out this return, attesting to the accuracy. This information will allow the Commission to judge the accuracy of the return and also, with all returns in total, to judge the effectiveness of the tourism promotion. The Commission shall establish the form of the monthly tax return as either a paper and/or electronic document. An on-line reporting system with an ACH payment option may also be implemented.

12. **Exemptions.** The member municipalities recognize that additional municipalities may join at a future date. Upon approval of the standard adoption ordinance the Commission will enforce the exemption language below, if exemptions are granted by the new member.

### Initial Adoption Year Exemptions.

The following exemptions shall automatically expire on December 31st of the calendar year of adoption. During the period of time from the effective date of the Room Tax ordinance until December 31st of that calendar year, there may be exemptions to the collection of the Room Tax subject to audit. Any person or business otherwise required to file a return and make a payment under this Agreement, will be allowed an exemption from the requirement to collect and pay Room Tax for any signed contract dated prior to the adoption of the Agreement in which the contract guarantees the lodging rates and the applicable taxes. This also applies to any gift certificate purchase before the adoption of this Agreement, which is not for a fixed dollar amount, but, instead, for the amount paid, guarantees a particular lodging rate and the applicable taxes. This exemption does not apply to reservations made before the adoption of this agreement, which are not binding contracts. The Commission shall establish provisions for the proper reporting of these exemptions.

This section shall only apply to municipalities joining after May 28, 2008.

13. **Enforcement.** The Commission shall pursue enforcement of delinquent room tax. Delinquent Room Tax returns shall be subject to a twenty-five dollar (\$25) late filing fee. The tax imposed by this Agreement shall become delinquent if not paid by the due date of the return. A forfeiture of twenty-five percent (25%) of the room tax due or five thousand dollars (\$5,000.00), whichever is less, of the tax imposed is hereby established, due and owing in the event that the room tax is not paid within thirty (30) days after the due date of the return. To prevent payment omissions, within ten (10) days of the failure to receive a Room Tax payment, the Commission shall send a written

## DOOR COUNTY TOURISM ZONE COMMISSION AGREEMENT

past due statement, or in the event of electronic filing, an electronic delinquency notice to the designated person or agent at the late paying lodging business. In addition to this forfeiture, all unpaid taxes under this Agreement shall bear interest at the rate of one percent (1%) per month from the due date of the return until received and deposited by the Commission and the payment has cleared through the bank.

Whenever the Commission has probable cause to believe that the correct amount of room tax has not been assessed or that the tax return is not correct, or that the tax has not been paid, the Commission is authorized to examine and inspect the books, records, memoranda and property of any person in order to verify the tax liability of that person or another person. Upon completion of this examination, the Commission shall make an estimate of the amount of tax owed. A penalty of five percent (5%) shall be added to this estimated tax liability. In addition, this estimated tax and penalty shall bear interest at the rate of one percent (1%) per month from the due date of the missing or incorrect return until received by the Commission and the payment has cleared through the bank. Unless satisfactory financial arrangements have been made with the Commission's treasurer to satisfy payment of any and all delinquent Room Tax, fees, penalties and interest, the lodging permit shall be suspended or revoked.

The Commission, through its attorney, may coordinate enforcement efforts with the Department of Revenue for the collection of all delinquent Room Tax and may contract with a collection agency. The Commission shall be responsible for prosecuting fraudulent returns and collecting delinquent tax, penalties and interest. All amounts recovered, whether in the form of tax, penalties, or interest shall be subject to the provisions of paragraph 9 hereof so that seventy percent (70%) of all such amounts recovered shall be retained by the Commission with the remaining thirty percent (30%) paid to the municipality from which the collection was made.

Authority is hereby delegated to the Door County Tourism Zone Commission to act as agent for all member municipalities in the enforcement of the ORDINANCE FOR THE COLLECTION OF TAX ON OVERNIGHT LODGING. The Door County Tourism Zone Commission shall have and may exercise the full authority which would otherwise be available to the municipalities in the enforcement of the Ordinance, including the ability to seek enforcement and penalties for the failure to comply with the Ordinance as the requirements in Section 7 of this agreement define, for obtaining and maintaining a lodging permit. In addition, injunctive relief is hereby authorized to discontinue violation of the Ordinance. Any party deemed to have violated the Ordinance shall be obligated to pay the cost of prosecution, in addition to actual attorney fees expended in the enforcement of the Ordinance.

14. Confidentiality. All Room Tax returns, schedules, exhibits, writings or audit reports relating to such returns on file with the Commission and the municipality are deemed confidential, except the Commission or municipality may divulge their contents to the following, and no others:

- a. The person or his or her legal representative who filed the return;
- b. Officers, employees or agents of the municipal treasurer and the Commission;
- c. Other persons for the use in the discharge of duties imposed by law, or in the discharge of the duties of their office (unless otherwise prohibited by law), or by order of a court.

15. Commission Membership. The Commission created by a Tourism Zone Agreement under Wisconsin Statutes '66.0615 shall consist of the following members:

- a. Three (3) members from each municipality in which annual tax collections exceed \$1 million.
- b. Two (2) members from each municipality in which annual tax collections exceed \$300,000.
- c. One (1) member from each municipality in which annual tax collections are \$300,000 or less.
- d. Two additional members (at large members), who represent the Wisconsin hotel and motel industry, shall be appointed to the Commission by a majority vote of members of the Commission, or a duly authorized nominating committee, and these individuals shall serve for a one-year term at the pleasure of the Commission and may be reappointed. These members shall not be members of the Board of Directors or employees of the Tourism Entity.

# DOOR COUNTY TOURISM ZONE COMMISSION AGREEMENT

The Commission shall be subject to the provisions of the Wisconsin Open Meetings law as amended. Members of the Commission shall be appointed by the principal elected official in the municipality and shall be confirmed by a majority vote of the members of the municipality's governing body who are present when the vote is taken. Commissioners shall serve a one-year term, at the pleasure of the appointing official and may be reappointed. Members of the Commission shall receive no pay, but may be compensated for actual expenses and mileage while attending meetings or on official business for the Commission. This compensation may be in the form of prepayment, allowance or actual reimbursement of any expenses incurred. While membership on the Commission is provided for each municipality in the zone agreement, all membership positions need not be filled if a municipality does not see a need. A member community that does not appoint a representative shall not count towards the determination of a quorum. All municipalities will still receive their monthly, quarterly and annual reports from the Commission. If a member of the Commission resigns or is removed for cause, the municipal body that appointed the member may appoint another person to fulfill the unexpired term. If the subject member was appointed by the chairperson they may appoint another person to fill the unexpired term.

16. Commission Procedures. The Commission shall meet monthly, but may also meet at the call of the chairperson or by petition of any three members. The Commission may by a vote of the membership modify the monthly meeting requirement. Any members or others having direct control of finances of the Commission shall be subject to a bond meeting the requirements of Wisconsin Statutes '19.01 in an amount of no less than Fifty thousand dollars (\$50,000.00). The Commission shall also maintain errors and omissions coverage and any other insurance deemed necessary in the conduct of its business. Expenses of the bond and insurance are paid as administration expenses by the Commission. Any checks or payments issued by the Commission shall bear the signatures of two (2) officers of the Commission (chairperson, vice chairperson, secretary and/or treasurer). The Commission shall submit all financial records to a licensed accounting firm for an annual financial audit and a copy of that audit shall be made a portion of the annual report to participating municipalities. The accounting firm shall be selected by a majority vote of the Commission. All meeting notices and minutes shall be sent to member municipalities.

17. Commission Organization. The organization and powers of the Commission shall be as follows:

- a. The Commission shall be empowered to act once three (3) municipalities have approved the ORDINANCE FOR THE COLLECTION OF TAX ON OVERNIGHT LODGING and the DOOR COUNTY TOURISM ZONE COMMISSION AGREEMENT. The selection of officers (chairperson, vice-chairperson, and secretary and/or treasurer) shall be determined by the membership. The Commission is authorized to contract for services with the Tourism Entity. The chairperson of the Commission shall solicit nominations of individuals to serve as the two (2) at large members who shall represent the interest of the transient lodging industry. The chairperson shall preside at all meetings, participate in the appointment of all committees only with ratification by the Commission, prepare the meeting agendas and generally perform the duties of the presiding officer. The Commission may vote to establish an executive committee including at least one at large member. The powers of the executive committee including the ability to approve bills and payments shall be determined by a two thirds (2/3) assenting vote of the commissioners present at a meeting, properly noticed and at which a quorum is present.
- b. After six (6) months have elapsed from the first Commission meeting the terms of the initial officers shall expire. The current members shall elect new officers. The at large members representing the transient lodging industry shall retain their membership until their terms expire. After this transcending period all officers and at large members' terms will expire in June, 2008. At the Commission regular monthly meeting in June or as soon as possible thereafter new officers shall be elected for a one (1) year term and the at large representatives shall be appointed for a one (1) year term to coincide with the election of officers.
- c. The Commission may develop bylaws which are consistent with this Agreement and approved by a two-thirds (2/3) majority of member municipalities.

## DOOR COUNTY TOURISM ZONE COMMISSION AGREEMENT

18. Administration. Administrative expenses of the Commission, which are all the expenses except for distribution to the Tourism Entity for tourism promotion, as stated previously in this Agreement cannot exceed four percent (4%) of the gross Room Tax collected and shall come from the seventy percent (70%) that does not go to the municipalities. This four percent (4%) administration fee may be increased upon approval of two-thirds (2/3) of the member municipalities. These expenses can include, but are not limited to the following: compensation to Commissioners for actual expenses and mileage while attending meetings or on official business for the Commission, wages paid to an administrative assistant, mileage paid to the administrative assistant when necessary in his/her work, rental of office space, accounting fees for the annual audit, insurance costs to cover bonding and anything else found necessary, office equipment, office supplies, postage, telephone, internet, utilities and any legal expenses, including litigation and any other expenses associated with the collection of unpaid Room Tax. The rate paid for mileage shall be the same as the standard Internal Revenue Service rate for business mileage adjusted periodically.

19. Reports. The Commission shall submit the following reports to all participating municipalities:

- a. A monthly report that lists all lodging properties in the municipality, the total amount of Room Tax they collectively paid and any properties that are delinquent. It should also include a payment to the municipality for thirty percent (30%) of the amount collected. This report and payment should be sent by the twenty-fourth (24<sup>th</sup>) of the month for collections received by the Commission in the previous month.
- b. A quarterly report showing detailed expenditures for all administrative expenses of the Commission. Also included shall be a quarterly report for the previous three months from the Tourism Entity. This report should itemize all expenses that were incurred during the quarter and have been paid or should be paid. This report should be available sixty (60) days after the end of the quarter.
- c. An Annual Report should summarize the activity of the past year. It should include the Commission's annual audit, all room taxes collected by the municipalities for each month of the year and a detailed report of all administrative expenses, all payments to the Tourism Entity and an end of year balance sheet. It also should include the annual report from the Tourism Entity. This report shall summarize the activity of the past year but, most importantly; it must show the return on investment, i.e., what was gained from the room taxes invested, how well the goals and objectives established in the last annual report were achieved. It must also show what the goals and objectives for the coming year will be. These goals and objectives should have been set after discussion and mutual agreement between the Tourism Entity and the Commission. This report should be made available to the member municipalities and lodging properties within the Tourism Zone ten (10) days before the Commission's annual meeting. An annual meeting of the Door County Tourism Zone Commission shall be held in the month of May of each year, after the annual report has been received and before the new summer season begins to answer any questions, discuss any concerns and further explain all goals and objectives. All Municipal Boards and permitted lodging properties located within the Tourism Zone and the Door County Visitor Bureau shall be notified and invited to attend this annual meeting.

20. Agreement Term/Amendment. The term of this Agreement shall be five (5) years from the effective date of January 1, 2007. After the first five (5) years, any member municipality may withdraw, without penalty, from this Tourism Zone Agreement upon giving the Commission six (6) months notice. However, upon withdrawal, the municipality shall convey to the Commission seventy percent (70%) of the room tax generated for the calendar year in which such notice was provided. This conveyance shall be paid under the same terms and conditions specified in the Agreement. At any time, a two-thirds (2/3) majority of the municipal boards participating in this Agreement can amend, in writing, the Door County Tourism Zone Commission Agreement. Further, this Agreement can be terminated in its entirety by two-thirds (2/3) majority of the municipal boards that are party to this Agreement. It is anticipated that additional municipalities may join this Commission in the future by adopting the ORDINANCE FOR THE COLLECTION OF TAX ON OVERNIGHT LODGING, this DOOR COUNTY TOURISM ZONE COMMISSION AGREEMENT, the DOOR COUNTY TOURISM ZONE COMMISSION BYLAWS and any agreements, contracts, policies and procedures in effect at the time membership is granted.

## DOOR COUNTY TOURISM ZONE COMMISSION AGREEMENT

21. Authority. In signing this Agreement, representatives of the respective municipalities represent and warrant that this contract has been approved by the legislative body of that municipality and that appropriate authority rest in the signatories on behalf of the respective municipalities.

22. Severable. Any provision in this Agreement which is deemed unenforceable or unlawful shall be interpreted as having been removed from this Agreement without affecting the remaining provisions in this Agreement. Any such unlawful or ineffective provisions shall be severable from the remainder of the Agreement.

23. Disputes. This Agreement shall be interpreted under the laws of the State of Wisconsin. Any litigation with respect to this Agreement shall be venued exclusively in the Circuit Court for Door County, Wisconsin.



## DOOR COUNTY TOURISM ZONE COMMISSION AGREEMENT

1 **Municipality – Village of Sister Bay**  
2 By: President s/s Denise L. Bhirdo, 04/12/07  
3 Attest: s/s Robert L. Kufrin  
4

5 **Municipality – Village of Ephraim**  
6 By: President s/s Paul Burton, 04/12/07  
7 Attest: s/s Diane Kirkland  
8

9 **Municipality – Village of Egg Harbor**  
10 By: President s/s Bruce K. Hill, 04/12/07  
11 Attest: s/s Patricia C. Gureski  
12

13 **Municipality – Town of Egg Harbor**  
14 By: Chairperson s/s Paul Peterson, 04/12/07  
15 Attest: s/s Patricia C. Gureski  
16

17 **Municipality– Town of Baileys Harbor**  
18 By: Chairperson s/s James Parent, 04/12/07  
19 Attest: s/s Patricia C. Gureski  
20

21 **Municipality – Town of Gibraltar**  
22 By: President s/s Merrell Runquist, 04/12/07  
23 Attest: s/s Patricia C. Gureski  
24

25 **Municipality – Town of Jacksonport**  
26 By: Chairperson s/s George Bagnall, 04/12/07  
27 Attest: s/s Patricia C. Gureski  
28

29 **Municipality – Town of Liberty Grove**  
30 By: Chairperson s/s William P. Casey, 04/12/07  
31 Attest: s/s Walter L. Kalms  
32

33 **Municipality – Town of Sevastopol**  
34 By: Chairperson s/s Charles Tice, 04/12/07  
35 Attest: s/s Patricia C. Gureski  
36

37 **Municipality – Town of Nasewauppee**  
38 By: Chairperson s/s Steve Sullivan, 04/14/07  
39 Attest: s/s Paul Georgia  
40

41 **Municipality – Town of Washington**  
42 By: Chairperson s/s Timothy Jessen 07/19/07  
43 Attest: s/s Valerie Carpenter  
44

45 **Municipality – Town of Gardner**  
46 By: Chairperson s/s Paul DeWitt 05/05 08  
47 Attest: s/s Amy Sacotte  
48

49 **Municipality – Town of Sturgeon Bay**  
50 By: Chairperson s/s Daniel Chilar 10/06/08  
51 Attest: s/s Nancy Anschutz

52 **Municipality – Brussels**  
53 By: Chairperson s/s George Delveaux 10/14/2008  
54 Attest: s/s Nancy Anschutz  
55

56 **Municipality – Town of Forestville**  
57 By: Chairperson s/s Edson Stevens 10/20/08  
58 Attest: s/s Ruth Kerscher  
59

60 **Municipality – Town of Union**  
61 By: Chairperson s/s Clayton Fontaine 10/21/08  
62 Attest: s/s Rena LaLuzerne  
63

64 **Municipality – Village of Forestville**  
65 By: Chairperson s/s Tom Tostrup 11/3/08  
66 Attest: s/s Kathy Mueller  
67

68 **Municipality – Clay Banks**  
69 By: Chairperson s/s Myron Johnson 11/19/08  
70 Attest: s/s Jessica Bongle  
71

72 **Municipality – City of Sturgeon Bay**  
73 By: Mayor s/s Thomas Voegele 12/16/08  
74 Attest: s/s Stephanie Reinhardt



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



Joshua J. Van Lieshout  
City Administrator

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

## Memorandum

To: Finance Committee

From: Josh Van Lieshout, Administrator

Re: Agenda Items

Date: January 8, 2021

---

**Item:** Cable installation agreements, Canal Lane

**Discussion:** While most of the City has ready connection to highspeed, hardwired internet service, there are a few locations where such service is unavailable. Wireless technologies like cellular and satellite, while available, have proven inadequate or unreliable for many, this is especially so as people make more use of streaming technology for school, business, information and entertainment.

One neighborhood that is without wired high speed internet is the Canal Lane neighborhood. This heavily wooded neighborhood consists of sixteen lots, is served by a private road and without public water and sanitary sewer. Currently about half the lots are built upon.

The neighborhood approached the City earlier this fall asking if there was a way the City could aid in getting reliable highspeed wired internet service. A neighborhood meeting was held and attended by me. At this meeting a number of ideas were shared and the following concept discussed.

- City and property owners agree to terms for reimbursing the City, typically this would be a special assessment. The agreement would have to be uniform between property owners and would need to contain a project description, waiver of hearing for special assessment, term of repayment period, interest rate, liability waivers and hold harmless agreements and assignment of ownership. Charter will own and maintain the infrastructure.
- The City would enter into an agreement with Charter to install, own, operate and maintain the necessary infrastructure and bill the city for the improvements. The City would then charge as a special assessment or by agreement the cost of the project including, developing the homeowner agreements, preparation and recording of easements (Charter will likely require this), and so forth as required to complete the project.

The neighborhood was in agreement to continue to the next stage and asked that the feasibility of using the City's special assessment authority be explored and/or appropriate agreements be drafted.

Given the cost quoted by the Charter, the home owner could reasonably expect the project to come in around \$2,000 per lot. The City's special assessment policy suggests projects below \$6,000 be assessed over 6 years. For about \$350/year for six years, the neighborhood could be served with cable.

As there is no organized homeowner's association, or other entity formed by the property owners with the authority to charge a fee or incur cost, and given the importance of reliable highspeed internet for education, business, community growth and development, it is reasonable that the City finance the project for the property owners, and also reasonable that the City be reimbursed for the full cost of the project.

The draft agreement secures repayment to the City by the home/property owners. The agreement was drafted by the City Attorney.

**Recommendation:** To approve the draft agreement as prepared. I will be meeting with the homeowners on January 18<sup>th</sup> on site to review the agreement and discuss the project.

## REIMBURSEMENT AGREEMENT

This Reimbursement Agreement to Indemnify is made by \_\_\_\_\_ [NAME OF PROPERTY OWNER OR OWNERS], the residential address is \_\_\_\_\_ [FILL IN STREET ADDRESS OF – IF PROPERTY IS NOT OWNER’S PRIMARY RESIDENCE, FILL IN THE RESIDENCE, NOT THE ADDRESS OF THE PROPERTY] ([together], “Owner”) in favor of the City of Sturgeon Bay, a Wisconsin municipal corporation (the “City”).

A. Owner is the owner of a parcel of real estate commonly known as \_\_\_\_\_ and legally described as set forth on the attached Exhibit A (the “Property”).

B. The Property is not currently improved with cable television and internet coaxial cables and related equipment (together, “Cable Infrastructure”).

C. Property Owner desires to have Cable Infrastructure installed in and upon the Property.

D. Charter Communications, Inc. (“Charter”) has proposed to install Cable Infrastructure in and upon the Property as well as neighboring properties in the Pine Ridge Subdivision that also lack Cable Infrastructure. Installation of the Cable Infrastructure to the Property and neighboring properties in the other properties in the Pine Ridge Subdivision is referred to herein as the “Project.”

E. Charter has advised the City that, for coordination, efficiency and payment reasons, Charter will perform the Project if it has a single contract with the City for the same.

F. The City is willing to enter into a contract for the Project with Charter (the “Charter Contract”), provided Owner agrees to reimburse the City for Owner’s Prorata Share, as defined below, according to the terms of this Agreement.

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

1. Conditions for Delivery of Document(s). The City will enter into the Project contract with Charter upon the following acknowledgements and conditions:

(a) Contract with All Owners. Before the City shall commit to entering into the Cable Contract, every property owner in the Subdivision who desires to have Cable Infrastructure installed at such owner’s property shall have executed and delivered to the City an agreement in the form of this Agreement. The property owners shall have until January \_\_, 2021 to execute and deliver their agreement with the City.

(b) Acceptability of Cable Contract. The Cable Contract shall be acceptable to the City in all respects, as determined by the City in its sole discretion.



(c) Cooperation with Charter. Owner shall fully cooperate with Charter as to Charter's operations in performing the Project, including allowing Charter access to the Property at such times as Charter requires. Owner hereby grants an easement to Charter to perform the Project and to maintain the Cable Infrastructure as Charter deems necessary. Owner acknowledges that performance of the Project and such maintenance activities may cause damage to the Property and that Charter will take reasonable efforts to repair such damage, but that such efforts will likely result in some residual damage to the Property.

(d) No Obligation by City.

(i) As to the Project. Although the City is agreeing to enter into the Cable Contract and finance the Project for the benefit of Owner, Charter is not acting as agent of the City and the City shall not be liable to Owner for any acts or omissions of Charter in its performance of the Project or otherwise, Owner agreeing to look solely to Charter, its employees and agents and their respective insurers in regard to any damages caused to Owner, the Property or anyone or any personal property damaged during or as a result of Charter's presence upon or near the Property during the Project. The City has made no representations or warranties of any kind regarding the Project, including, without limitation, the quality of the Cable Infrastructure or the date the Project will be complete.

(ii) As to Maintenance. Owner will look solely to Charter for any claims for maintenance, replacement or removal of the Cable Infrastructure. The City is not a guarantor of any work or equipment provided by Charter to the Property.

(iii) As to Cable Services. The City does not provide cable or internet services. The City has made no representations or warranties to Owner regarding the quality or uninterrupted availability of such services. Owner will look exclusively to and pay Charter for all such services.

(e) Reimbursement to City. The amount of charges payable by the City under the Charter Contract shall be allocated among all of the properties included in the Project.

(i) Improved Property. If the Property is improved with any homestead, other dwelling or accessory building (each, an "Improvement") then, no later than January 31, 2022 and on January 31 of every year thereafter through January 31, 2027, Owner will pay the City the Reimbursement Amount in installment payments consisting of the principal amount of \$(this number is yet to be determined-includes cost of construction, document/agreement preparation and recording fees) plus interest from January 1, of the previous year at the rate of One Percent (1.0%) over the Prime Rate as published in the Money Section of the Wall Street Journal (the "Index"), which shall be subject to adjustment effective on January 1 of each year, based on the Prime Rate in effect on the first business day of such year. After the occurrence of an Event of Default, the interest rate will be the rate otherwise in effect, plus Five Percent (5.0%).

(ii) Improved Property. If there are no Improvements upon the Property, payments under this Agreement shall be deferred for a period of six years, during which time no interest shall accrue on the Reimbursement Amount. Upon the expiration of the deferral period,



Owner shall commence making payments to the City according to the schedule set forth in Section 1.(e)(i), adjusted as to the relevant years. In addition to the expiration of the deferral period because of an Event of Default, the deferral period shall terminate upon the commencement of construction of any Improvement upon the Property and Owner shall commence making payments of the Reimbursement Amount to the City no later than 30 days after the commencement of construction of the Improvement. The deferral period shall also terminate upon any conveyance of the Property, except as the result of the death or divorce of the Owner or transfer of the Property to a revocable trust, of which the Owner is a trustee who controls and has the power to revoke the trust.

(f) Security. As security for Owner's performance under this Agreement, including all principal, interest, costs and expenses, including actual attorney fees and costs, and any other damages incurred by the City as a result of an Event of Default by Owner. Owner hereby grants to the City a lien on the Property, enforceable in the same manner as a mortgage. In any proceeding seeking to foreclose the lien granted herein by Owner, Owner agrees to the provisions of Wisconsin Statutes Section 846.103, as amended or renumbered from time to time, permitting the City, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of the Property six months after entry of judgment if the Property is Owner's homestead and three months after the entry of a foreclosure judgment if it is not. The City is also entitled to all remedies, without limitation, permitted by law that exist either on the date of this Agreement or at the time of the default.

## 2. Indemnification.

(a) General Indemnification. Each Owner, for himself, herself or itself and each trustee of the trust if Owner is a trust (each an "Indemnifying Party," and together, the "Indemnifying Parties") shall indemnify, hold harmless and defend the City, its council members, officers, employees, contractors, agents, insurers and attorneys (each an "Indemnified Party," and, together, the "Indemnified Parties") of and from any and all demands, damages, costs, fees, including, without limitation attorney fees and costs, judgments, awards and all other sums due or claimed to be due and arising out of Charter's performance of the Project or the presence of Charter personnel or agents upon the Property.

### (b) Indemnification Procedures.

(i). Notice. In the case of claims made by a third party (a "Third Party Claim") with respect to which indemnification is sought, the Indemnified Party shall give prompt notice to Owner and any other appropriate Indemnifying Party of any such Third Party Claim made upon it. If the Indemnified Party fails to give such notice, such failure shall not preclude the Indemnified Party from obtaining such indemnification but its right to indemnification may be reduced to the extent such delay materially prejudiced the defense of the Third Party Claim or increased the amount of liability or cost of defense.

(ii). Assumption of Defense. The Indemnifying Party shall promptly: (A) assume the defense of any Third Party Claim through legal counsel acceptable to the City in its reasonable discretion and (B) give notice to the City of the assumption of the defense. Assumption of the defense shall be without cost to the Indemnified Party. Any Indemnified Party

may participate in the defense of the Third Party Claim at the Indemnified Party or Parties' expense; provided, that if the Indemnified Party or Parties do not retain legal counsel reasonably acceptable to the Indemnified Party or Parties, the Indemnified Parties shall be liable to pay the reasonable attorney fees and costs incurred by each Indemnified Party. No Indemnifying Party will settle any Third Party Claim where such settlement of the Third Party Claim would have a material adverse effect on the Indemnified Party without the prior written consent of the Indemnified Party, which consent may be withheld in the Indemnified Party's sole discretion.

(iii). Failure of Indemnifying Party to Assume Defense. If the Indemnifying Party(ies) does not assume control of a Third Party Claim as required in subsection B above, the Indemnified Party shall be entitled to make such settlement of the Third Party Claim as in its sole discretion may appear advisable, and such settlement or any other final determination of the Third Party Claim shall be binding upon the Indemnifying Party(ies).

3. Events of Default and Remedies.

(a) Events of Default. The following will constitute an Event of Default:

(i) Failure to Pay. Owner fails to make payment of any amount payable by Owner hereunder, which failure continues for a period of 10 days after notice from the City;

(ii) Other Failure. The failure of Owner to perform any other obligation under this Agreement, which continues for a period of 30 days after notice from the City, except that, a failure to assume the defense of any Third Party Claim as set forth in Section 2 (b)(ii) within a reasonably sufficient time for the City to take action to protect its interests against such Third Party Claim, shall constitute an Event of Default, irrespective of the 30 day notice period otherwise afforded Owner;

(iii) Insolvency/Third Party Collection Procedure Owner becomes the subject of a petition in bankruptcy, a receivership or other proceeding designed for the benefit of creditors generally or of a single creditor that is not dismissed within 60 days of its filing; or

(iv) Foreclosure. Any holder of a mortgage, security interest or lien against the Property initiates an action to foreclose or otherwise enforce the same.

(b) Remedies. Upon the occurrence of an Event of Default, the City, without notice to Owner, may exercise any and all of the following remedies:

(i) Acceleration. Declare the entire Reimbursement Amount then outstanding to be immediately due and payable;

(ii) Foreclosure. Foreclose this Agreement in the manner of a mortgage as set forth above;

(iii) Other Remedies. Exercise any other remedy available to the City in this Agreement or in law or equity; and

(iv) Attorney Fees. Collect its actual attorney fees and costs incurred in the enforcement of this Agreement, whether incurred before, during or after the conclusion of formal legal proceedings.

4. Governing Law and Venue.

(a) Governing Law. This Agreement is entered into and shall be governed according to the laws of the State of Wisconsin without regard for conflicts of laws principals.

(b) Exclusive Venue. Any legal proceeding involving the negotiation, interpretation or enforcement of this Agreement shall be venued in the circuit court for Door County, Wisconsin.

5. Construction of Document. This Agreement will not be subject to the rule of construing ambiguous documents against their drafters, each Owner and the City having either participated in the negotiation and drafting of this Agreement or having been given the opportunity to do so and having declined.

6. Severability. If any provision of this Agreement is determined to be unenforceable by a court of competent jurisdiction, the remaining provisions shall be unaffected and will continue in full force and effect.

7. Headings. Headings in this Agreement are for reference purposes only and do not constitute a part of the substance of this Agreement.

8. Waiver. No failure by the City to exercise any right afforded to it under this Agreement and no waiver of any such right shall constitute a waiver of the same right in the future or any other present or future rights not subject to such waiver or failure to enforce.

9. Notices. Any 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, in the case of Owner, the address set forth in the introductory paragraph to this Agreement, and in the case of the City:

City of Sturgeon Bay  
421 Michigan Street  
Sturgeon Bay, WI 54235  
Attn: City Administrator

10. Entire Agreement. This is the entire agreement regarding the subject matter hereof. Owner is not relying on any provision, promise or understanding that is not contained in this Agreement.

11. Joint and Several Obligation. If Owner is more than one person or a trust, the obligations of Owner under this Agreement shall be joint and several as to such person and, in the case of a trust, the trust and each trustee signing this Agreement.

12. Due Authority. If Owner is an entity or trust, the person signing this Agreement on behalf of such trust represents and warrants to the City that he or she has been duly authorized to execute and deliver this Agreement by all necessary actions of Owner and to bind Owner to its terms.

13. Recording of Agreement. This Agreement will be recorded with the Door County Register of Deeds.

14. Corrections. Promptly upon the request of the City, Owner will execute and deliver any document and take any reasonable action required to correct any matters that would affect the accuracy of the legal description of the Property or acceptance of this document for due recording.

15. Counterparts and signatures. This Agreement may be signed in counterparts. Facsimile, photocopied and electronic signatures shall have the same effect as original signatures.

[Signature pages follow.]

*Signature page if Owner is one or two individuals.*

IN WITNESS WHEREOF, the parties have executed this Reimbursement Agreement effective as of the date set forth in the introductory paragraph to this Agreement.

**OWNER:**

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

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

\_\_\_\_\_  
(print name)

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

\_\_\_\_\_  
(print name)

STATE OF WISCONSIN : [MODIFY IF STATE OR COUNTY ARE OTHER.]

: SS.

COUNTY OF DOOR :

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 202\_, the above-named \_\_\_\_\_, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\*

Notary Public, State of Wisconsin

My Commission:\_\_\_\_\_

STATE OF WISCONSIN : [MODIFY IF STATE OR COUNTY ARE OTHER.]

: SS.

COUNTY OF DOOR :

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 202\_, the above-named \_\_\_\_\_, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\*

Notary Public, State of Wisconsin

My Commission:\_\_\_\_\_

Signature page of Owner is a Trust

**OWNER:**

[INSERT THE NAME OF THE TRUST]

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

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

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_

STATE OF WISCONSIN : [MODIFY IF STATE OR COUNTY ARE OTHER.]

: SS.

COUNTY OF DOOR :

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 202\_, the above-named \_\_\_\_\_, as trustee of the \_\_\_\_\_ Trust, to me known to be such trustee and the person who executed the foregoing instrument and acknowledged the same on behalf of such trust, by its authority. [IF A TRUST, MODIFY ACCORDINGLY. "\_\_\_\_\_, AS TRUSTEE OF THE \_\_\_\_\_ TRUST]

\_\_\_\_\_  
\*

Notary Public, State of Wisconsin

My Commission:\_\_\_\_\_

STATE OF WISCONSIN : [MODIFY IF STATE OR COUNTY ARE OTHER.]

: SS.

COUNTY OF DOOR :

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 202\_, the above-named \_\_\_\_\_, as trustee of the \_\_\_\_\_ Trust, to me known to be such trustee and the person who executed the foregoing instrument and acknowledged the same on behalf of such trust, by its authority. [IF A TRUST, MODIFY ACCORDINGLY. "\_\_\_\_\_, AS TRUSTEE OF THE \_\_\_\_\_ TRUST]

\_\_\_\_\_  
\*

Notary Public, State of Wisconsin

My Commission:\_\_\_\_\_



**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

**THIS INSTRUMENT WAS DRAFTED BY AND  
UPON RECORDING RETURN TO:**

Attorney Thomas V. Rohan  
Davis & Kuelthau, s.c.  
318 South Washington Street, Suite 300  
Green Bay, WI 54301

DATE: 01/08/1921  
TIME: 13:52:12  
ID: AP443ST0.WOW

CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 01/19/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL FUND				
LIABILITIES				
19610	RICHARD STUEWER	11/20 INS REIMBURSE/STUEWER	01-000-000-21530	324.66
TOTAL LIABILITIES				324.66
BALLFIELD LIGHTING				
WPPI ENG	WPPI ENERGY	01/21 ATHLETIC LIGHT PROJECT	01-000-981-70000	1,365.39
TOTAL BALLFIELD LIGHTING				1,365.39
TOTAL GENERAL FUND				1,690.05
CITY COUNCIL				
03133	CELLCOM WISCONSIN RSA 10	12/20 3 ALDER CELLPHONES	01-105-000-58999	116.66
12300	LEAGUE OF WI MUNICIPALITIES	ANNUAL MEMBERSHIP	01-105-000-56000	3,398.91
TOTAL				3,515.57
TOTAL CITY COUNCIL				3,515.57
LAW/LEGAL				
16555	PINKERT LAW FIRM, LLP	11/20 NUISANCE PROP-E HORNER	01-110-000-55010	155.00
TOTAL				155.00
TOTAL LAW/LEGAL				155.00
CITY CLERK-TREASURER				
17700	QUILL CORPORATION	TONER CARTRIDGES	01-115-000-54999	35.48
TOTAL				35.48
TOTAL CITY CLERK-TREASURER				35.48
ADMINISTRATION				
PREVEA	PREVEA HEALTH OCCUPTNL HEALTH	PRE EMPLOY SCREEN/P QUINN	01-120-000-54999	76.60
TOTAL				76.60
TOTAL ADMINISTRATION				76.60
COMPUTER				
04696	DOOR COUNTY TREASURER	12/20 IS INTERNET CHARGES	01-125-000-55550	100.00
04696		12/20 TECH SUPPORT	01-125-000-55550	2,500.00
04696		12/20 4G INTERNET	01-125-000-55550	375.00
TOTAL				2,975.00

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CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 01/19/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
TOTAL COMPUTER				2,975.00
CITY ASSESSOR				
01740	ASSESSMENT TECHNOLOGIES	RENEW MD PROF ANNL SITE LICNSE	01-130-000-51100	2,054.06
01740		WEB PUBLISHING OF DATA	01-130-000-51100	878.28
04696	DOOR COUNTY TREASURER	DONATED PARCEL PROP TAX	01-130-000-51910	8,235.95
ASSO APP	ASSOCIATES APPRAISAL	01/21 CONTRACT	01-130-000-55010	4,916.63
TOTAL				16,084.92
TOTAL CITY ASSESSOR				16,084.92
BUILDING/ZONING CODE ENFORCEMT				
DCI	DOOR COUNTY INSPECTIONS, LLC	12/20 PERMITS	01-140-000-55010	26,739.86
TOTAL				26,739.86
TOTAL BUILDING/ZONING CODE ENFORCEMT				26,739.86
PUBLIC WORKS ADMINISTRATION				
17700	QUILL CORPORATION	OFFICE SUPPLIES	01-150-000-51950	3.79
TOTAL				3.79
TOTAL PUBLIC WORKS ADMINISTRATION				3.79
ELECTIONS DEPARTMENT				
DOMINION	DOMINION VOTING SYSTEMS, INC	ICE INK CARTRIDGE	01-155-000-54999	40.09
TOTAL				40.09
TOTAL ELECTIONS DEPARTMENT				40.09
CITY HALL				
03159	SPECTRUM	12/20 FIRE CABLE SVC	01-160-000-58999	138.26
04575	DOOR COUNTY HARDWARE	KEY TAGS/KEYS	01-160-000-55300	18.55
04575		WIRE	01-160-000-55300	11.80
04575		HEX NUTS	01-160-000-55300	7.17
04575		SOCKET	01-160-000-51850	23.96
04575		WIRE/GFI/SOCKET	01-160-000-55300	46.77
04575		SUPER GLUE/GLUE	01-160-000-51850	14.98
04575		HOOKS	01-160-000-51850	4.78
04575		PROTECTANT	01-160-000-51850	19.98
04575		HOOKS	01-160-000-51850	12.99
KONE	KONE INC.	2021 MAINTENANCE CONTRACT	01-160-000-58999	1,792.56

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CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 01/19/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
SUPERIOR	SUPERIOR VISION INSURANCE	WIPES	01-160-000-51850	301.44
SUPERIOR		SHIPPING	01-160-000-51850	43.57
VIKING	VIKING ELECTRIC SUPPLY, INC	22 LED LIGHTS @ 56.55	01-160-000-55300	1,244.10
VIKING		LED LIGHTS	01-160-000-55300	140.53
WARNER	WARNER-WEXEL WHOLESALE &	CLEANERS	01-160-000-51850	18.89
TOTAL				3,840.33
TOTAL CITY HALL				3,840.33
GENERAL EXPENDITURES				
04696	DOOR COUNTY TREASURER	12/20 CITY HALL PHONE SVC	01-199-000-58200	153.07
04696		12/20 FIRE PHONE SVC	01-199-000-58200	26.02
04696		12/20 MUNICIPAL SVC PHONE	01-199-000-58200	105.96
17700	QUILL CORPORATION	TONER CARTRIDGES	01-199-000-55650	756.46
ICEAGE	ICE AGE TRAIL ALLIANCE	TRAIL COMMUNITY COST SHARE FEE	01-199-000-58950	2,500.00
REVIZE	REVIZE,LLC	ANNUAL WEBSITE FEE	01-199-000-51100	2,400.00
TOTAL				5,941.51
TOTAL GENERAL EXPENDITURES				5,941.51
POLICE DEPARTMENT				
04150	DEJARDIN CLEANERS LLC	UNIFORM LAUNDRY/BRINKMAN	01-200-000-56800	10.50
13395	MID-STATES ORGANIZED CRIME	2021 ANNL MEMBERSHIP DUES	01-200-000-56000	150.00
15890	PACK AND SHIP PLUS	MAIL SGT EXAMS STANARD & ASSOC	01-200-000-57250	11.98
15890		SHIP LAB/CSE 20-008846	01-200-000-57250	12.56
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	ASSORTED OFFICE SUPPLIES	01-200-000-51950	23.87
TOTAL				208.91
TOTAL POLICE DEPARTMENT				208.91
POLICE DEPARTMENT/PATROL				
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	CSO VEHICLE MAINTENANCE	01-215-000-58600	173.90
JIM FORD		SQUAD 40 MAINTENANCE	01-215-000-58600	1,980.22
JIM FORD		SQUAD 50 MAINTENANCE	01-215-000-58600	523.16
JIM FORD		SQUAD 30 MAINTENANCE	01-215-000-58600	324.14
JIM FORD		SQUAD 80 MAINTENANCE	01-215-000-58600	478.20
TOTAL				3,479.62
TOTAL POLICE DEPARTMENT/PATROL				3,479.62
POLICE DEPT. / INVESTIGATIONS				
06012	FASTENAL COMPANY	BLACK NO FOAM CASE	01-225-000-57950	355.28
ACCURINT	LEXISNEXIS RISK SOLUTIONS	12/20 CONTRACT	01-225-000-57950	105.00
MILPRO	MILPRO MARINE LLC	PENGUIN ICE LADDER	01-225-000-57950	4,089.08

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CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 01/19/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
TOTAL				4,549.36
TOTAL POLICE DEPT. / INVESTIGATIONS				4,549.36
STREET SWEEPING				
04575	DOOR COUNTY HARDWARE	PAINT	01-330-000-51400	14.97
TOTAL				14.97
TOTAL STREET SWEEPING				14.97
ROADWAYS/STREETS				
04575	DOOR COUNTY HARDWARE	PAINT/BULB	01-400-000-51400	32.94
TOTAL				32.94
TOTAL ROADWAYS/STREETS				32.94
SNOW REMOVAL				
SNOW REMOVAL				
04575	DOOR COUNTY HARDWARE	MAILBOX	01-410-000-51400	64.99
GRAY'S	GRAY'S INC.	PLOW BLADES	01-410-000-51400	3,486.00
GRAY'S		DELIVERY	01-410-000-51400	40.00
TOTAL SNOW REMOVAL				3,590.99
TOTAL SNOW REMOVAL				3,590.99
CURB/GUTTER/SIDEWALK				
PREMIER	PREMIER ELECTION SOLUTIONS	1/2" REBAR 6 @ 8.00	01-440-000-54999	48.00
TOTAL				48.00
TOTAL CURB/GUTTER/SIDEWALK				48.00
STREET MACHINERY				
04545	DOOR COUNTY COOPERATIVE/NAPA	SHOP TOOLS	01-450-000-52700	350.00
04545		AIR FILTER	01-450-000-53000	39.90
04575	DOOR COUNTY HARDWARE	NOZZLE/GARDEN HOSE	01-450-000-52150	43.98
06012	FASTENAL COMPANY	CABLE TIES	01-450-000-53000	15.42
08225	HERLACHE SMALL ENGINE	CHAINS	01-450-000-52150	57.90
08225		CHAIN SAW REPAIRS	01-450-000-52150	84.14
HENRY	CLINT HENRY	MAILBOX REPLACEMENT/HENRY	01-450-000-54999	64.33
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	FILTERS	01-450-000-53000	9.96
QUALITY	QUALITY TRUCK CARE CENTER INC	FUEL ADDITIVE	01-450-000-53000	45.20
TOTAL				710.83

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
TOTAL STREET MACHINERY				710.83
CITY GARAGE				
04575	DOOR COUNTY HARDWARE	CLEANING SUPPLIES	01-460-000-51850	97.89
04575		KEYS	01-460-000-55300	19.90
04575		SUPPLIES	01-460-000-55300	15.37
TRACTOR	TRACTOR SUPPLY CREDIT PLAN	WRENCH	01-460-000-52700	19.99
WARNER	WARNER-WEXEL WHOLESALE &	CLEANING SUPPLIES	01-460-000-55300	362.94
WARNER		TRASH BAGS	01-460-000-55300	145.45
TOTAL				661.54
TOTAL CITY GARAGE				661.54
HIGHWAYS - GENERAL				
13217	WILLIE MCALLISTER	SAFTEY REIMBURSE/MCALLISTER	01-499-000-56800	221.54
RESLER	TROY RESLER	SAFETY BOOT REIMB/RESLER	01-499-000-56800	174.08
TOTAL				395.62
TOTAL HIGHWAYS - GENERAL				395.62
PARK & RECREATION ADMIN				
17700	QUILL CORPORATION	ASSORTED OFFICE SUPPLIES	01-500-000-51950	147.54
TOTAL				147.54
TOTAL PARK & RECREATION ADMIN				147.54
PARKS AND PLAYGROUNDS				
03025	CAPTAIN COMMODES INC	PORT A POTTI RENTALS	01-510-000-58999	180.00
04575	DOOR COUNTY HARDWARE	SUPPLIES	01-510-000-51800	15.58
04575		FASTENERS	01-510-000-53000	18.10
04575		BULBS	01-510-000-56250	5.18
04575		VELCRO TAPE	01-510-000-52550	2.99
04575		GRAIN SCOOP	01-510-000-51350	28.99
04575		SCOOP	01-510-000-51350	11.00
04575		SCREWS/NYLON CORD	01-510-000-52550	25.97
PREVEA	PREVEA HEALTH OCCUPTNL HEALTH	PRE EMPLOY SCREEN/S MILLER	01-510-000-57100	76.60
TOTAL				364.41
TOTAL PARKS AND PLAYGROUNDS				364.41
ICE RINKS				



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INVOICES DUE ON/BEFORE 01/19/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
04575	DOOR COUNTY HARDWARE	PLASTIC STRAINER	01-530-000-54999	7.99
TOTAL				7.99
TOTAL ICE RINKS				7.99
MUNICIPAL DOCKS				
04575	DOOR COUNTY HARDWARE	SWIVEL TAP	01-550-000-51850	5.99
04575		TIEDOWN/CAULK	01-550-000-51850	23.58
TOTAL				29.57
TOTAL MUNICIPAL DOCKS				29.57
EMPLOYEE BENEFITS				
ERC	ERC INC	1ST QTR EAP SVC	01-600-000-56553	712.50
STATE	STATE OF WISCONSIN	12/20 UNEMPLOYMENT	01-600-000-50370	6,278.86
TOTAL				6,991.36
TOTAL EMPLOYEE BENEFITS				6,991.36
COMMUNITY & ECONOMIC DEVLPMT				
04650	DOOR COUNTY REGISTER OF DEEDS	DEED RECORDING #838334	01-900-000-58999	30.00
TOTAL				30.00
TOTAL COMMUNITY & ECONOMIC DEVLPMT				30.00
TOTAL GENERAL FUND				82,361.85
CAPITAL FUND				
PATROL				
	PATROL			
AXON	AXON ENTERPRISES, INC.	BODY CAMERAS	10-215-000-59050	38,972.47
TOTAL PATROL				38,972.47
TOTAL PATROL				38,972.47
FIRE DEPARTMENT				
EXPENSE				
PAULCONW	PAUL CONWAY SHIELDS	HELMETS	10-250-000-59050	597.53
TOTAL EXPENSE				597.53
TOTAL FIRE DEPARTMENT				597.53
TOTAL CAPITAL FUND				39,570.00

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INVOICES DUE ON/BEFORE 01/19/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CABLE TV				
CABLE TV / GENERAL				
03159	SPECTRUM	12/20 CB MUSIC SERVICE	21-000-000-58999	40.01
TOTAL CABLE TV / GENERAL				40.01
TOTAL CABLE TV / GENERAL				40.01
TOTAL CABLE TV				40.01
TID #4 DISTRICT				
TID #4 DISTRICT				
TID #4 DISTRICT				
CEDARCO	CEDAR CORPORATION	PROF SVC THRU 12.12.20 WTRFRNT	28-340-000-58999	12,753.36
PETERS	PETERS CONCRETE CO	PROJECT 2004 PAY 3	28-340-000-59082	73,991.61
TOTAL TID #4 DISTRICT				86,744.97
TOTAL TID #4 DISTRICT				86,744.97
TOTAL TID #4 DISTRICT				86,744.97
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
20725	T R COCHART TIRE CENTER	REFUSE TRUCK TIRES & CHANGES	60-000-000-52850	187.00
20725		REFUSE TRUCK TIRES & CHANGES	60-000-000-52850	120.00
20725		REFUSE TRUCK TIRES & CHANGES	60-000-000-52850	975.00
ADVAUTO	GENERAL PARTS DISTRIBTION LLC	HYD OIL	60-000-000-52050	146.25
GFLENVIR	GFL ENVIRONMENTAL, INC	12/20 242.86 TON GARBAGE	60-000-000-58300	15,533.34
GFLENVIR		12/20 62.55 TON RECYCLE	60-000-000-58350	923.26
R0000655	TRANSMOTION, LLC	HYDRAULIC FITTINGS	60-000-000-53000	211.77
TOTAL SOLID WASTE ENTERPRISE FUND				18,096.62
TOTAL SOLID WASTE ENTERPRISE FUND				18,096.62
TOTAL SOLID WASTE ENTERPRISE				18,096.62
TOTAL ALL FUNDS				226,813.45

**MANUAL CHECKS**

SECURIAN FINANCIAL GROUP, INC. 01/04/21 Check # 88046 01/21 Life Insurance 01-600-000-50552	\$2,176.34
SUN LIFE INSURANCE 01/04/21 Check # 88047 01/21 Short/Long Term Disability 01-000-000-21545	\$1,937.38
SUPERIOR VISION INSURANCE 01/04/21 Check # 88048 01/21 Vision Insurance 01-000-000-21540	\$823.99
AT&T MOBILITY 01/08/21 Check # 88121 12/20 Cellphone Statement Charges 01-215-000-58250	\$1,486.90
<b>TOTAL MANUAL CHECKS</b>	<b>\$6,424.61</b>

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INVOICES DUE ON/BEFORE 01/19/2021

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

GENERAL FUND	<del>82,361.85</del>	88,786.46
CAPITAL FUND	39,570.00	
CABLE TV	40.01	
TID #4 DISTRICT	86,744.97	
SOLID WASTE ENTERPRISE	18,096.62	
<hr/>		
TOTAL --- ALL FUNDS	<del>226,813.45</del>	233,238.06