

CITY OF STURGEON BAY
FINANCE/PURCHASING & BUILDING COMMITTEE
TUESDAY FEBRUARY 23, 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: Proposal and Request for Support of Preliminary Planning Study-Sturgeon Bay Athletic Fields
5. Consideration of: Award of Bid for Dock Piling Removal.
6. Consideration of: Purchase of Two (2) New Automated Side Load Refuse Trucks.
7. Discussion of: Farm Market Fees.
8. Consideration of: Dock Fees-National Walleye Tour Event
9. Consideration of: Acquisition of Right-of-Way for Grant Avenue
10. Consideration of: Request for Exclusivity/Planning Option for West Waterfront Redevelopment Site B.
11. Convene in closed session in accordance with the following exemptions:

Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Wis. Stats. 19.85(1)(e)
 - a. Consideration of: Request for Exclusivity/Planning Option for West Waterfront Redevelopment Site B.
Move to reconvene in open session to take formal action upon preceding subject of closed session, if appropriate; or to conduct discussion or give further consideration where the subject is not appropriate for closed session consideration. The Committee may adjourn in closed session.
12. Review bills.
13. 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: 02/19/21

Time: 11:25am

By: TM

Finance/Purchasing & Building Committee Members:

Helen Bacon, Chair

Seth Wiederanders, Vice Chair

Dan Williams



MEMO

To: Finance Committee
From: Josh Van Lieshout, City Administrator
Date: February 18, 2021
Subject: Proposal and Request for Support of Preliminary Planning Study-Sturgeon Bay Athletic Fields

For the last several years there has been a quiet effort to build support for the idea of reinvesting in an improving the athletic fields located adjacent to Sturgeon Bay School Campuses on Michigan Street and 15th Avenue. As that effort has matured gone through various concepts a the need for a in-depth analysis of the topographic, surface, and subsurface site conditions has emerged to move from the idea stage to plan development and capital campaign phases.

Previously the City has participated in and reviewed requests concerning the right of way at South 14th Avenue and Oregon Street, which ultimately are within and cross the athletic field area.

The athletic fields themselves are really comprised of several small parcels and right of way, some of which are owned and maintained by the City, others by Sturgeon Bay School District. The soccer field actually crosses property boundaries. On the attached map, the parcels outlined in yellow are City owned, the rights of way are outlined by thin white lines.

Through the years the City has made a number of improvements to the property, altered maintenance approaches including lighting, drainage, fencing and similar investments.

To be perfectly clear this is not a request for consideration of any specific capital improvements or project financing, but rather financial support to pursue technical analysis and budgeting. There are not any specific funds set aside in the 2021 Budget, however there is a modest contingency that could be applied as well as the likelihood of other future budgeted savings that can be applied later in the fiscal year to cover the City's contribution to the effort.

Should the Finance Committee choose to make a recommendation to go forward, a written statement of understanding, will be drafted to clearly define responsibilities between the institutions and athletic clubs and returned for approval.

January 13, 2021

To: Mayor David Ward
City Administrator Josh VanLieshout

From: Friends of Sturgeon Bay Athletics

Re: Request for Funding

Several years ago a few parents were having a conversation at a track meet regarding sport facilities and the condition of our facility compared to those we were competing at. This conversation developed into an idea to see if it would be possible to improve the facilities in Sturgeon Bay into a Sports Complex that would benefit not only our current and future students, but also our community as a whole.

Throughout the years, updates have been made to some of the athletic fields. Around 2012, enhancements were made to Memorial Field that included lighting, a new press box, bleachers, trees and concrete around the sports area. This project was a joint effort between the School District of Sturgeon Bay, Sturgeon Bay Utilities, and the City of Sturgeon Bay to secure the funds needed to make the improvements.

Soccer began at Sturgeon Bay as a co-ed cooperative program with Sevastopol and Southern Door a number of years ago. In 1990, soccer became a varsity sport at Sturgeon Bay. Although Clark Field has seen some updates over the years, the soccer field currently has poor drainage; as a result of this and other factors, there have been times when games have been cancelled or moved to a different facility in Green Bay. In the fall of 2019 for example, coaching staff members spent a lot of time pumping standing water off the field to try to have a home field to play on. Unfortunately this did not always work, so there were times the team traveled to a facility in Green Bay to play their home games.

During the girl's soccer season, which occurs in the spring, the field is often not playable and home games are often moved to the Door County Fairgrounds, but unfortunately there is no lighting, adequate bleachers, or a sound system there. So, although the soccer teams have what appears to be a nice looking facility and field from the outside, the condition of the field does not always allow for Clark Field to be the team's true "Home Field."

The track has been in poor condition for some time as well. We are currently one of only two high schools in all of Door and Kewaunee County (as well as the Packerland Conference) that does not have a rubberized track surface. The only other school besides Sturgeon Bay that uses a blacktop track is Sevastopol, and they are in the development stages of installing a new rubberized track. There are areas of the track that have 3" wide cracks which pose a safety concern for the athletes for both meets and practices. The sprinters, as well as relay and hurdle athletes, travel to Algoma and Southern Door to practice at their facilities when the team is preparing for regional, sectional and state meets. Additionally, Sturgeon Bay has not hosted a home track meet since 2017 due to the condition of the track. According to WIAA guidelines, with the present condition of the track, the school would not be allowed to hold a regional or

sectional meet due to the track having a blacktop surface and not having an automated timing system.

Since Sturgeon Bay School is land-locked, we have had to work with the space available to try to develop a plan that is able to provide the necessary improvements. We have worked with Marc Isaksen who grew up in Door County and he has generously given his time to help develop a plan that we feel would fit in the area we have to work with. We have met with several coaches, the athletic director, parents, athletes and members of the community to ask for their input as to what they would like to see in a new sports complex and Marc has been able to fit their needs into the plan.

The new complex design includes the following:

- A rubberized 8-lane track, which can also be used by the middle and high school Physical Education classes.
- A turf infield that can be used by both the boys and girls soccer teams.
- An updated girls' softball field relocated to Jaycee Field to better utilize that area of the property.
- Dry locker rooms and an athletic training room would be placed on the south side of the track to allow access for the football team as well as the soccer teams, since they do not currently have a locker room facility adjacent to their field.
- A press box, concession stand and new bleachers are part of the plans as well.

The area where the sport facilities are located is owned in part by the City of Sturgeon Bay and in part by the School District of Sturgeon Bay. Because of this unique arrangement and the vision we have, we want to make this facility a benefit to not only the children in our school district, but the community as a whole. If a new complex is built, the high school would be able to host regional and sectional track meets, which would bring more visitors. Soccer tournaments could also be held at the new facility since there will be multiple fields to compete on and camps could be offered. Overall, the ability to host larger events should bring more people to the community to dine, shop, and stay overnight. An improved recreational or sports complex can also help draw new people to the City of Sturgeon Bay who are considering quality places to relocate.

We are looking to move forward with this project. The first step is to conduct a pre-engineering study which will include an overall site plan, preliminary site grading information, drainage concepts, floor plans, elevations, etc. as well as providing us with a preliminary budget for the project. The cost for the preliminary and conceptual drawings is \$32,500. We have already secured \$5,000 from Sturgeon Bay Booster Club for this project. We are asking the City of Sturgeon Bay if you would consider donating \$10,000 towards this project. If we are able to secure these funds, the School District of Sturgeon Bay has pledged \$17,500 to allow us to move forward with this project.

We understand that progress can be a long road at times and it takes the support of many to make a change. We also understand that there are economic factors that may not make this the

"perfect time" to move forward. However, we believe this project will benefit the community for generations to come.

My father ran on the school's original cinder track. My son and I both competed on the current blacktop track during high school. My daughter has been able to play on the varsity soccer field. Perhaps some day after my kids are grown, they will move back to the Sturgeon Bay community to raise their family, and it will be their children who will have the opportunity to compete on these new facilities.

Sincerely,

Dan Lenius

Friends of Sturgeon Bay Athletics Member

Printed 02/18/2021 courtesy of Door County Land Information Office



Door County can and does not make any representation regarding the accuracy or completeness, nor the error-free nature, of information depicted on this map. This information is provided to users "as is". The user of this information assumes any and all risks associated with this information. Door County makes no warranty or representation, either express or implied, as to the accuracy, completeness, or fitness for a particular purpose of this information. The Web map is only a compilation of information and is NOT to be considered a legally recorded map or a legal land survey to be relied upon.

Executive Summary

Date: February 16, 2021

Title: Award of Bid for Dock Piling Removal

Background: On February 15th, the Municipal Services Department opened bids for removing the dock pilings from the lakebed where the E Dock once existed. In accordance with the City of Sturgeon Bay Purchasing & Property Accountability Policy, specifications were prepared and competitive sealed bidding was used to obtain pricing.

Since there is an undetermined number of pilings, bidders were asked to break down their pricing into four different lines:

- a. Determining the number of pilings and provide a written report to the City.
- b. Mobilization
- c. Price of pulling and disposing of piles. Price per pile (unit price)
- d. Extended price, unit price X 50.

Five bids were received:

Deaths Door Marine, Inc
Sturgeon Bay, WI

Reporting	\$775.00
Mobilization	\$2,400
Unit Price	\$665.00 ea
Extended Price	\$36,425

Pier and Waterfront Solutions
Sturgeon Bay, WI

Reporting	\$1,113
Mobilization	\$3,290
Unit Price	\$899.92 ea
Extended Price	\$49,399

KS Diving and Recovering
Brussels, WI

Reporting	\$3,500
Mobilization	\$11,000
Unit Price	\$780.00 ea
Extended Price	\$53,500

Water Works Docks and Boat Lifts
Stoddard, WI

Reporting	\$8,000
Mobilization	\$26,900
Unit Price	\$400.00
Extended Price	\$54,900

McMullen & Pitz Construction Co.
Manitowoc, WI

Reporting	\$14,450
Mobilization	\$43,300
Unit Price	\$560.00
Extended Price	\$85,750

The 2021 capital budget, 10-460-000-59070, included \$40,000 for the removal of the E-Dock pilings.

I recommend proceeding with the work using Deaths Door Marine, Inc.

Fiscal Impacts: Estimated \$36,425

Recommendation: Staff recommends proceeding with the piling removal project using Deaths Door Marine, Inc.

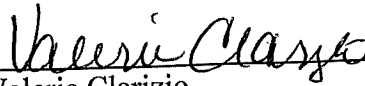
Prepared By:



Mike Barker
Municipal Services Director

Date: 16 Feb 2021

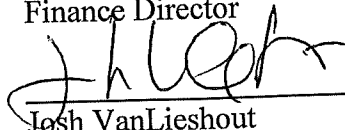
Reviewed By:



Valerie Clarizio
Finance Director

Date: 2/16/21

Reviewed By:



Josh VanLieshout
City Administrator

Date: 2/18/21

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Executive Summary

Date: February 17, 2021

Title: Purchase of Two (2) New Automated Side Load Refuse Trucks

Background: On February 17th, the Municipal Services Department opened bids for purchasing two new automated side load refuse trucks. In accordance with the City of Sturgeon Bay Purchasing & Property Accountability Policy, specifications were prepared and competitive sealed bidding was used to obtain pricing. Four bids were received; two were duplicates from JWR, Inc. I only listed one of them:

RNOW, Inc
West Allis, WI
2, 2021/22 Peterbuilt 520 \$287,972
2, 2021 Bridgeport Ranger \$240,804
Trade Amount \$42,000
Total: \$486,779

RNOW, Inc
West Allis, WI
2, 2021/22 Peterbuilt 520 \$287,972
2, 2021 Loadmaster Eclipse \$240,928
Trade Amount \$42,000
Total: \$486,900

JWR, Inc
Johnson Creek, WI
2022 Peterbuilt 520 \$292,316
Curbtender 27yd HammerPak \$247,644
Trade Amount \$24,000
Total: \$515,960

The 2021 capital budget, 60-000-000-59060, included \$600,000 for the purchase of two new automated side load refuse trucks.

Fiscal Impacts: \$486,779 and the trade of our current automated refuse trucks with a trade value of \$42,000.

Recommendation: Staff recommends purchasing two new Peterbuilt 520s outfitted with 2 new Bridgeport Rangers from RNOW, Inc. and trading in our current refuse trucks

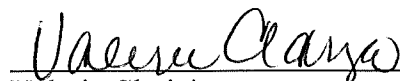
Prepared By:



Mike Barker
Municipal Services Director

Date: 18 FEB 2021

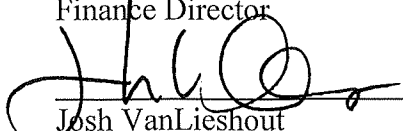
Reviewed By:



Valerie Clarizio
Finance Director

Date: 2/18/21

Reviewed By:



Josh VanLieshout
City Administrator

Date: 2/18/21

Executive Summary

Date: 18 February 2021

Title: Discussion of Farmers Market Fees

Background: Since the announcement of increasing the Farm and Craft Market fees by 50% there have been several complaints. A couple of the vendors thought it might be a better idea to split up the payment in half. Pay half of the annual fee by May 1st to reserve their spots and pay the remainder of the annual fee by July 1st.

Director's Concerns:

- ☐ The notification of pending payment would be made via email on the first week of June. Subsequent attempts to collect remaining balances will not be made. (we have a history of trying to track down payments from some folks)
- ☐ Tracking of this would be done by spreadsheet by the Municipal Services Assistant.
- ☐ An invoice would not be created.
- ☐ If the remaining balance is not paid in full by July 1st, the vendor would not have a space the following Saturday and their space would be offered to another vendor.

Fiscal Impacts: None

Recommendation: Staff fully supports making changes taking the Director's concerns into consideration.

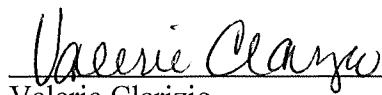
Prepared By:



Mike Barker
Municipal Services Director

Date: 18 FEB 2021

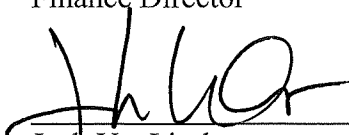
Reviewed By:



Valerie Clarizio
Finance Director

Date: 2/18/21

Reviewed By:



Josh VanLieshout
City Administrator

Date: 2/18/21

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RESOLUTION

RESOLUTION: NATIONAL WALLEYE TOUR EVENT MAY 27 TO 28, 2021

WHEREAS, On January 31, 2020 the United States Department of Health and Human Services declared a Public Health Emergency, on March 11, 2020, the World Health Organization declared COVID-19 a pandemic, and on March 12, 2020 the Governor of the State of Wisconsin declared a Health Emergency in the State pursuant to Wisconsin statute section 323.02(16); most recently reasserted on February 4, 2021 by Executive Order 105; and

WHEREAS, on March 19, 2020 and May 19, 2020 the City of Sturgeon Bay Common Council approved resolutions declaring an emergency as a demonstration to the public of the seriousness of the COVID-19 outbreak; and

WHEREAS, that during the period of emergency, the Mayor with the advice and concurrency of the Council President may order, by ordinance or resolution, whatever is necessary and expedient for the health, safety, protection, and welfare of persons and property within the City; and

WHEREAS, that while March 19 and May 19 emergency resolutions have expired, and the need for emergency powers has passed, the public health crisis and associated negative economic impacts continue; and

WHEREAS, the tourism lodging industry has been negatively impacted by the public health crisis, showing a seventeen percent decrease in lodging sales from January 2020 to December 2020 from same period in 2019; and

WHEREAS, opportunities to assist in filling lodging facilities needs to be pursued in order to continue to generate sufficient revenues to support community marketing programs, municipal investment in tourism related infrastructure and service sector jobs; and

WHEREAS, the National Walleye Tour is planning to bring their contest to Sturgeon Bay from May 27 to 28, 2021, and offers an opportunity to realize 1,200 room nights at an estimated rate of \$100 per night; and

WHEREAS, National Walleye Tour broadcasts and rebroadcasts to a national audience, where anglers and interested persons of all types can learn about the great sport fishing destination that is Sturgeon Bay and Door County, and the residual value of reinforcing Sturgeon Bay as a sport fishing destination has immeasurable residual value; and

WHEREAS, hosting the National Walleye Tour tournament will not require significant support from the City, and the City has had a simple request to waive launch pass fees and Sawyer Pavilion rental fee, an unrealized revenue with no cost to the City; and

WHEREAS, Sawyer Park ramp and fish cleaning facility will be open to leisure boaters, sport fishers and the public throughout the contest period,

NOW, THEREFORE, BE IT RESOLVED, the City of Sturgeon Bay hereby waives launch passes fees and pavilion rental fees for the dates of May 27 and 28, 2021 for competitors and event staff working on and participating in the 2021 National Walleye Tour tournament to be held at Sawyer Park from May 27 to 28, 2020.

Approved this ____ day of _____, 2021.

David J. Ward, Mayor

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Martin Olejniczak, AICP
Community Development Director
421 Michigan Street
Sturgeon Bay, WI 54235



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Phone: 920-746-2910
Fax: 920-746-2905
E-mail: molejniczak@sturgeonbaywi.org
Website: www.sturgeonbaywi.org

MEMO

To: Finance/Purchasing & Building Committee
From: Marty Olejniczak, Community Development Director *MO*
Date: February 18, 2021
Subject: Acquisition of Street Right-of-Way for Grant Avenue

The Sturgeon Bay Finance Committee and Common Council previously expressed its desire to acquire the necessary right-of-way needed to extend Grant Avenue to link up to Sawyer Drive on the City far west side. The future road runs through a 36-acre parcel owned by Timothy Ruenger. Approximately 2.6 acres of the Ruenger parcel is needed for the street right-of-way, which is proposed to be a 66-foot wide strip. The street connection is a requirement of a memorandum of agreement between the City and the Wisconsin DOT.

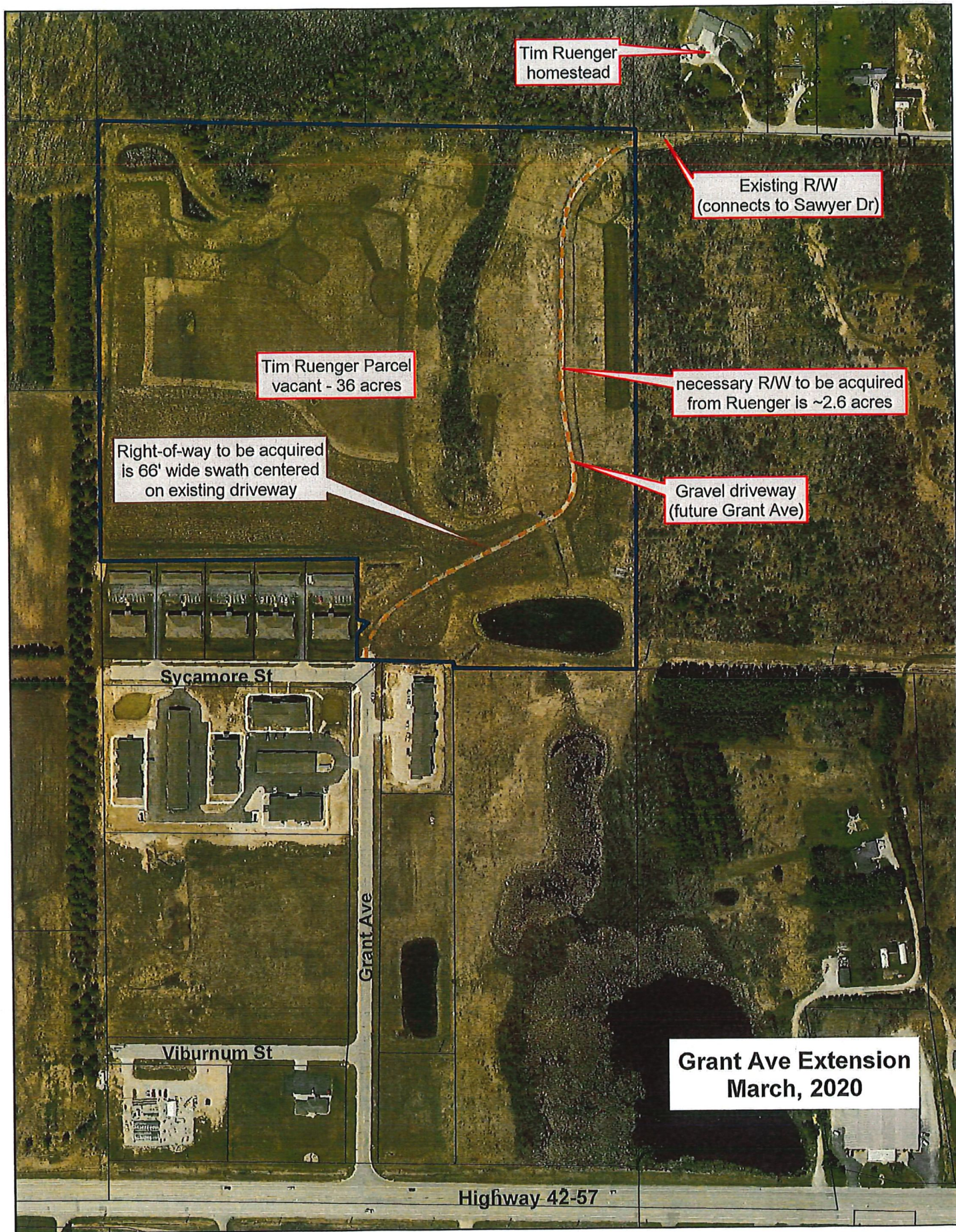
Initially, the City attempted to negotiate a purchase of the proposed right-of-way with Mr. Ruenger, but he is opposed to the road and has been reluctant to sell the needed right-of-way. However, he did indicate that he might be willing to sell the entire 36-acre parcel. The City then completed an appraisal of the parcel. Based upon the appraisal, the Council, upon recommendation from the Finance/Purchasing & Building Committee, authorized the City Administrator to offer up to \$280,000 for the parcel, which is slightly below the \$288,000 value of the parcel per the City's appraisal.

Mr. Ruenger commissioned his own appraisal, which showed the value of the land at \$720,000, vastly higher than the City's offer. He was not willing to sell at the value set by the City. At that point, the Finance Committee authorized the City Administrator to negotiate to the appraised value of \$288,000 plus the estimated cost of eminent domain proceedings. However, the parties remain far apart and no agreement was reached.

Earlier this year the City received a proposal for a miniature golf course fronting on Grant Avenue. Staff contacted the DOT to find out if their thoughts on the Grant Avenue connection in light of the new development. Dave Neilson of the DOT reported that the City needs to construct the street connection. The DOT has been patient with the City, but will likely push for the connection regardless of whether the miniature golf course actually happens.

In staff's opinion, there is little chance of reaching a negotiated price for either the entire parcel or just the right-of-way. If the City wants to obtain the needed right-of-way, it will need to initiate eminent domain (condemnation) proceedings. The City Administrator contacted City Attorney Jim Kalny about the matter. Attorney Kalny can perform the services but recommends an attorney who specializes in such street condemnation matters named Randy Moss (note: not the former all pro wide receiver on the Minnesota Vikings). The Finance Committee is requested to review the history and current status of this issue and provide a recommendation regarding eminent domain proceedings and hiring the attorney to assist.

Copy: Chad Shefchik, City Engineer
Josh Van Lieshout, City Administrator



Tim Ruenger
homestead

Sawyer Dr

Existing R/W
(connects to Sawyer Dr)

Tim Ruenger Parcel
vacant - 36 acres

necessary R/W to be acquired
from Ruenger is ~2.6 acres

Right-of-way to be acquired
is 66' wide swath centered
on existing driveway

Gravel driveway
(future Grant Ave)

Sycamore St

Grant Ave

Viburnum St

Grant Ave Extension
March, 2020

Highway 42-57

Olejniczak, Marty

From: Nielsen, David - DOT <david.nielsen@dot.wi.gov>
Sent: Wednesday, February 10, 2021 9:23 AM
To: Olejniczak, Marty
Cc: Nielsen, David - DOT
Subject: FW: Minigolf Plan for site at Grant Ave/HWY 42-57
Attachments: Hartzell MG 01-25-21.pdf; Grant St Permit & MOA.pdf

WisDOT feels it is important have the secondary access to this site and adjoining sites. The connection to Sawyer Drive helps maintain the safety and efficiency of STH 42/57 and provides a local route for local traffic circulation. WisDOT would request that the City of Sturgeon Bay follow through on the Memorandum of Agreement (attached above) they signed as part of the permit to create Grant Avenue.

David B Nielsen, P.E.

Access Management Engineer
Northeast Region

Wisconsin Department of Transportation
944 Vanderperren Way
Green Bay WI 54304

Phone: (920) 492-0148
Cell : (920) 366-8961
wisconsin.dot.gov

If this is related to a records request, please email: dotdtsdnerecords@dot.wi.gov

From: Olejniczak, Marty <MOlejniczak@sturgeonbaywi.org>
Sent: Monday, February 01, 2021 3:16 PM
To: Nielsen, David - DOT <david.nielsen@dot.wi.gov>
Subject: Minigolf Plan for site at Grant Ave/HWY 42-57

David,

Attached is the mini-golf course plan at the corner of Grant Ave and Highway 42-57. I would like to get the DOT's perspective on how this seasonal use would impact the intersection of Grant Ave and the Highway.

The long-term plan is to extend Grant Ave to connect with Sawyer Drive to the north. That provides a second exit for the development in this area. The owner of the land that the street extends through has been unwilling to sell at a fair price and so far the City has not elected to use eminent domain to acquire it. We are still attempting to work out a solution but we are not sure when that road will be able to be constructed. Therefore, the golf course, if approved, would initially only have access via the highway intersection. Please let me know if there are any comments.

Here is the location:



Excel Evaluations

3200 Packerland Drive, De Pere, WI 54115 Phone: (920) 857-9301
Email: excevaluations@gmail.com

VACANT LAND VALUATION

Subject Property Address:	Acreage on Grant Avenue/Sawyer Drive, Sturgeon Bay, WI
Subject Property Tax Key Number:	Parcel No. 281-66-12003301E / 36.04 Acres
Date of Engagement	August 15, 2019
Effective Date/Date of Inspection:	August 22, 2019
Report Date:	September 16, 2019
Real Property Interest Evaluated:	Fee Simple
Parcel Size	Approximately 36.04 Acres
Legal Description	See Addendum
Opinion of Market Value:	\$720,000
Client:	Timothy Ruenger
Owner of Record:	Timothy Ruenger
Intended User(s):	Client Use Only
Intended use:	The intended use is to assist the client in establishing the current market value of the subject parcel in its current configuration.
Assignment Objective:	To develop an opinion of the Market Value, as defined by Appendix D of the Interagency Appraisal & Evaluation Guidelines dated December 2, 2010 of the stated interest in the subject property.
Current Listing Information:	The subject parcel is not listed for sale. This is based on a search of local MLS and internet real estate sites.
Prior Sale Information:	According to the WI. Dept. of Revenue transfer records on the date of this report, the subject property has not transferred ownership during the 3 years prior to the engagement of this assignment via an arms-length transaction.
Scope of Work:	In preparing this evaluation, I have inspected the subject site from the fronting street and a walk of the 36.04 acre parcel; utilized subscription data resources such as the RANW MLS, Sale Data Service, Co-Star, Loopnet, REDI-Net, to analyze available market data including recent sales of similar industrial land parcels in the subject's and surrounding communities. I have verified comparable sales data with WI Dept. of Revenue property transfer records. I have utilized the Sales Comparison Approach to value. The Scope of Work did not include a Cost Approach or an Income Approach. These Approaches are not necessary to arrive at a credible value conclusion.
Inspection:	On August 22, 2019 I performed a casual inspection of the subject parcel with the property owner. Photographs are attached in the addenda.

DUMMAN APPRAISAL GROUP, LLC

923 LAKE STREET - P. O. BOX 65
ALGOMA, WI 54201-0065

May 24, 2019

Marty Olejniczak
City of Sturgeon Bay
421 Michigan Street, PO Box 47
Sturgeon Bay, WI 54235

Dear Mr. Olejniczak:

RE: Appraisal of Timothy Ruenger Land

In accordance with your request, I have personally viewed and appraised the real property located at:

S. Grant Avenue & Sycamore Street in the NW ¼ of the SW ¼, Section 12,
City of Sturgeon Bay, Door County, WI

The purpose of the appraisal was to develop an opinion of the as is fee simple market value of the property, as improved, unencumbered by liens. A legal description of the property will be found herein.

In my opinion, the as is fee simple market value of the property as of May 23, 2019, is:

Two Hundred Eighty-Eight Thousand Dollars

\$288,000

THIS IS AN APPRAISAL REPORT

The attached report contains the description, analysis, and supportive data for the conclusions and final estimate of value together with descriptive photographs



Kevin J. Dumman, MAI, SRA, AI-GRS
WI Certified General Appraiser #1180-010

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



Joshua J. Van Lieshout
City Administrator
jvanlieshout@sturgeonbaywi.org

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

January 7, 2019

Timothy Ruenger
6604 Sawyer Drive
Sturgeon Bay, WI 54235

Dear Mr. Ruenger:

I am writing in regard to the 36-acre parcel that you own at the north end of Grant Avenue. As you know the proposed extension of Grant Avenue runs northerly through your property and connects with Sawyer Drive. City staff has had a few conversations with you about purchasing the necessary right-of-way for the street or perhaps purchasing the entire 36 acres. So far you have been reluctant to sell any land and the previous Council did not push this issue.

The situation has now changed. Both the City Finance Committee and the Parking & Traffic Committee has passed motions to proceed with the acquisition of the right-of-way. It is clear that various elected officials want to control with right-of-way in order to provide an alternative traffic route for the new residents in that area and meet the City's original obligation to the Wisconsin Department of Transportation.

Hence, I am writing to begin formal negotiations for the purchase of your property. While the Finance Committee has not yet recommended the use of eminent domain (condemnation), I believe that will be the next step if you decide not to negotiate or an agreement is not reached. The Council will have more latitude to enter into an agreement that is favorable to you compared to eminent domain proceedings, which is strictly about the value of the taken being taken. So it will be in your best interests to talk to the City and attempt to reach a deal.

Some of the issues a potential deal could address include:

- the amount of land purchased (e.g. just the needed street right-of-way vs. some or all of the 36 acres)
- the timing of the eventual street construction
- the design of the street extension (perhaps gravel only for a time period)
- deferral or waiving of special assessments for street improvements

Based upon the planned route of the street, the proposed right-of-way needed is a swath of land 60 - 66 feet in width by approximately 1,610 feet in length. While an exact surveyed dimension will eventually be needed, the estimated land area is about 2.2 acres to 2.5 acres.



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

Joshua J. Van Lieshout
City Administrator
jvanlieshout@sturgeonbaywi.org

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

Please contact me to discuss your willingness to proceed with negotiations and options to allow the street project to best fit your financial expectations and plans for your property. I sincerely hope that the City and you are able to arrive at a cooperative price and plan for the project to proceed.

Sincerely,

Josh Van Lieshout
Administrator
City of Sturgeon Bay

Olejniczak, Marty

From: Timothy Ruenger <pdr.doctor@gmail.com>
Sent: Wednesday, April 01, 2020 1:24 PM
To: VanLieshout, Josh
Subject: Re: Land

Hi Josh, at this time I'm not interested in the current offer. I'd have to be in the ball park of what you sold the adjoining property for. I've thought about it for a long time and feel thats reasonable to let it go for that. Thanks

Sent from my iPhone

On Feb 20, 2020, at 4:57 PM, VanLieshout, Josh wrote:

Good afternoon Tim,

A few weeks ago we traded phone calls but failed to connect. Have you made any decisions with regard to the City's offer? Is there any more information I can provide for you?

Josh

(920) 746-6905—Direct extension

Joshua J. Van Lieshout
Administrator
City of Sturgeon Bay

(920) 746-2900
www.sturgeonbaywi.org
<https://www.facebook.com/cityofsturgeonbay/>

Olejniczak, Marty

From: Kalny, James M. <jkalny@dkattorneys.com>
Sent: Tuesday, February 16, 2021 9:23 AM
To: VanLieshout, Josh; Olejniczak, Marty
Subject: condemnation

Josh and Marty,

On the condemnation issue:

Randy@mossassociatesllc.com
(920) 660-7481
2485 Parkwood Drive
Green Bay, WI 54304

I neglected to send this to you yesterday. I have not run into other providers, but I have run into Mr. Moss a couple times now. He has shown good familiarity with the process and has stood up to litigation threats.

Again I am happy to perform these services (and have on several occasions) but think much of this could be accomplished at a less expensive level. Their website points out what they do.

Be happy to discuss further.

I am in a break in the board meeting right now, but will call Marty when we are done.

Jim



James M. Kalny
Attorney

T: 920.431.2223

F: 920.431.2263

jkalny@dkattorneys.com

www.dkattorneys.com

318 S. Washington Street, Suite 300
Green Bay, WI 54301


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MEMORANDUM

To: Finance Committee - c/o Marty Olejniczak, Director of Community Development

From: James M. Kalny 

Date: December 6, 2018

Subject: Grant Avenue Opinion

You have informed me that Alder Avenson and some members of the Traffic and Parking Committee have voiced some concerns about the lack of an alternative street connection for the apartments located along Grant Avenue. As will be explained in more detail below, the Alders' concerns relate to a developer's agreement and an agreement with the DOT which provide for such access and include concerns regarding City liability for neglect of citizen safety concerns. For the reasons explained below, while I believe it would be hard for a 3rd party to establish substantial legal liability of the City, there are some safety and planning concerns that mitigate toward addressing the access issue. I caution, however, that the cost of obtaining the access, both in terms of finances and staff time, will be significant and the Council may wish to also weigh those costs against proceeding to obtain the alternative street connection at this time.

BACKGROUND

You explained that the subject site was annexed into the City in 2006. The property owner was HS Realty Partnership (William Hopf). Hopf had a development plan for the front 25 acres to be developed into a commercial complex known as Maritime Plaza and the rear 40 acres into a residential subdivision known as Maritime Landing. The front commercial lots were created via certified survey map, but never sold or developed by Hopf. The first phase of the rear residential area was platted, which included 5 multiple-family residential lots. The five lots were sold and developed into 40 apartments units but the balance of the rear area only had a preliminary plat approved and remained as one big parcel owned by Hopf.

The street access for the new lots was a new street called Grant Avenue that extended north from Highway 42-57. The City required that Grant Street be planned to connect to the end of Sawyer Drive (the "Connection"), which is a dead-end town road at the northeast corner of the Hopf property. The City agreed via a memorandum of agreement to let the street be phased in (the Hopf MOA). The Hopf MOA further required

The public street connecting to STH 42/57 shall be connected to Sawyer Drive within 5 years of the connection to STH 42, or when 15 homes are constructed, or when the large commercial lot located immediately south of the residential subdivision is developed, whichever comes first. Until such time that the street connecting to Sawyer Drive is fully improved, a minimum 16-foot wide driveway shall be constructed and maintained between Sawyer Drive and improved streets within the subdivision prior to occupancy of any building constructed on the lots within the development.

Pursuant to the Hopf MOA (signed by the city in October 2008 and by Hopf in January 2009), Hopf obtained the necessary right-of-way that was outside of his property, got town approval for the Connection, and constructed a 16-foot wide driveway along the route of the future street for temporary emergency access.

The development never occurred to trigger the road but the 5-year time period has long passed.

The City applied for a DOT access permit for Grant Avenue on behalf of Hopf. The permit was granted on October 15, 2009 and was conditioned on a MOA between the DOT and City (the "MOA"). The MOA had the same language as the Hopf MOA as quoted above.

Grant Avenue access serving the Hopf development was built but the Connection was not completed and the 5-year time period has passed.

Mr. Hopf's overall development never materialized. Hopf went bankrupt and the property was foreclosed upon. The smaller commercial lots in the front were sold to private individuals. A small insurance office and a seasonal garden center were established on two of the lots. A 14-unit multiple-family building was approved on another lot and is under construction.

The large commercial lot was acquired by the City. A portion of the City owned lot was sold for development of 56 apartment units which are under construction.

The rear land that was intended for the residential subdivision (and includes the planned extension of Grant Avenue) was acquired by Tim Ruenger, a neighboring property owner. Mr. Ruenger is opposed to Grant Avenue connecting to Sawyer Drive.

At the time that the two apartment projects (56 units and 14 units) were under consideration, you discussed with DOT the impact of additional traffic with Dave Nielson of the DOT (who issued the access permit). Mr. Nielson informed you that the additional traffic from those units would not generate enough traffic to require improvements to the highway intersection. To date, they have not pushed the City to connect Grant Avenue to Sawyer Drive.

The Council also considered the Connection issue at the time of approval for the 70 new apartment units. Ultimately, the Council approved the apartments without requiring the road connection.

The City has had a few conversations with Mr. Ruenger about acquiring the right-of-way necessary for the extension, but did not reach an agreement.

Issues:

1. Does the City's failure to have constructed the Connection create or enhance liability for the City in the case of an accident or fire in the Maritime Plaza subdivision or that portion of Hwy 57 accessing the subdivision?
2. Can the DOT force the City to acquire the ROW needed for the Connection?
3. What is the process to be followed to acquire the necessary ROW?

DISCUSSION

Liability

While the failure to construct the Connection was in violation of both MOUs, I do not think they would form the basis of significant liability for the City. There are several reasons for this conclusion:

1. The Hopf MOU has been foreclosed with regard to the access to the property necessary to create the Connection.
2. The DOT, after being informed of the City's intent has acquiesced to the decision that new apartment developments could go forward without the Connection and has not taken any action to enforce the MOU.
3. Based on your discussion with Mr. Nielson, even with the new apartment developments that have been approved, the level of development does not reach the level where the DOT traffic warrants require the upgrade of the highway intersection.

4. If a suit was brought on a negligence theory, the plaintiff would have to show the City breached a duty to the individual injured. Even if a duty could be established, it would be very unlikely that the comparative negligence of the City would be greater than that of the parties to the accident.

The liability for the City from the standpoint of a 3rd party suit for an injury due to the road configuration is, in my opinion, remote. Whether safety is actually enhanced from a traffic standpoint by adding the Connection is not immediately apparent.

While there is little potential liability for the City with regard to an accident on Grant Avenue, the lack of a dual access to the developments is concerning. Again making the duty and causal connections necessary to establish City liability would be a very hard row to hoe, however that does not diminish the fact that the Connection serves the public interest of emergency access and improved traffic flow.

In short, the potential of legal liability against the City is not significant enough to be a significant factor in the City's consideration of extending the Connection. However, the sound planning considerations of dual emergency access and better traffic flow are relevant substantial factors that should be weighed.

Can the DOT force the Connection?

It is clear we are in breach of the MOU. The breach took place 5 years after execution of the agreement (the contractual deadline for completing the Connection). The agreement was executed on March 12, 2009, hence the date of breach: March 12, 2014. The statute of limitations for enforcement of a contract is 6 years. So there is a contractual cause of action on behalf of the DOT to compel the City to acquire the ROW until March 12, 2020. The remedy for the contractual violation would be to compel the City to acquire and construct the Connection. There are no damages for this breach under our scenario as there is no consequential damages to the DOT as the other party to the contract.

Regardless of the contractual cause of action, the DOT could use the permit to strong arm the Connection if they wished. This would be an unusual move and not consistent with their position to date. They could issue orders to comply with the conditions of the permit, however those orders would give time for compliance.

It should be emphasized that any action by the DOT would be an action in contract, not tort. The action would be to force the strict performance of the contract, not for personal injury recovery or other costlier type of damages. As such, the DOT would likely first tell the City it expected compliance before resorting to legal action. Also there is no exposure to a significant financial impact of any action by the DOT.

The bottom line is there is not much legal concern with the failure to extend the Connection at this time, frankly for the practical reason that the DOT is not requiring it. The determination of whether to acquire and construct the Connection is much more one of determining policy with regard to the sound planning and safety issues addressed by the Connection and the cost of providing the Connection.

Connection Acquisition

The fact that the current owner of a portion of the land needed for the ROW is not in favor of extending the Connection is troubling. Often times roads are developed as part of a development where the property owners favor and promote the creation of the road often times leading to voluntary dedication or dedication in exchange for some relief on the assessment for the creation of the road. It appears that voluntary dedication is not likely in this case and, if the Council determines to pursue the Connection it is likely the City will have to resort to eminent domain.

The eminent domain process emanates from the 5th Amendment of the United States Constitution which provides that government cannot take private property for public use without just compensation. While the law has long recognized that taking private property for public roads is a public use that generally justifies a taking, the process for determining just compensation is fairly complex and costly in terms of procedural costs and acquisition costs.

The eminent domain process for taking property for road purposes in Wisconsin can be synopsized as follows:

1. The process starts by obtaining a metes and bounds legal description of the property and a scale map of the property to be acquired. The engineering maps needed for building a road should suffice for the map but the particular description to be drafted as well.
2. Preliminary title work should be completed to make sure we are aware of all owners of record to make sure we are aware of any other encumbrances we may have to deal with to have a clear right of way.
3. We will want to look into whether there are any special state or federal programs that apply to the property as those programs can interfere with the acquisition process (in this case I do not think we will have a problem).
4. It is necessary to refer this matter to the Plan Commission before the council acts on it. This is required by § 62.23 (5) which requires prior authorization of any acquisition of land for street purposes. Similarly, the Plan Commission normally would be considering an amendment of

the City map that will be necessary to reflect the new road. I would also advise that a document called a relocation order be drafted and submitted to the Plan Commission for consideration. This document declares the necessity to take the property, sets forth the legal description, and includes a map.

5. If this project affects a farm operation we will either have to notify the Wisconsin Department of Agriculture, Trade and Consumer Protection or, have an agricultural impact statement undertaken by the Department. Normally, the State only does a formal review when over five (5) acres of farm property is taken, or if the condemnation will have significant effect on any farm operation as a whole.
6. At this point, if any farms or businesses are being displaced we would have to file a relocation payment plan with the Wisconsin Department of Administration. This document addresses issues such as relocation and business disruption costs. I do not think there would be any displacement or business disruption in this case.
7. Consideration of the relocation order will need to be properly noticed and passed by the Common Council in open session.
8. Once the relocation order is passed it must be properly posted in the same manner as all other resolutions.
9. The relocation order also must be filed with the County Clerk (within 20 days of passage).
10. Although this can be done earlier, at this point a real estate appraiser is hired to do a full narrative appraisal of the property. A narrative appraisal is a very detailed type of appraisal that is required by condemnation law (these are costly appraisals). Most qualified appraisers understand what needs to be followed. If you have any more questions concerning the requirements for the appraisal, I would be happy to explain further.
11. Staff should review the appraisal report closely to assure that it is a qualifying full narrative appraisal. Staff should then report to the Council on the appraisal.
12. Provide the property owner with a full copy of the full narrative appraisal. Also provide the condemnee with a formal notice of the right to an appraisal at the City's cost (a formal notice spelling out the condemnee's rights will also be prepared), and a copy of the Department of Administration required pamphlet (I have attached a copy

of that pamphlet with this memo).

- a. The condemnee has 60 days to get an appraisal at our cost if they so choose.
 - b. Any waiver of that right is best to have in writing.
 - c. Assuming an appraisal is required, the process stalls until the appraisal is provided.
13. Meet in closed session with the Council to inform them of staff progress and to discuss the negotiation strategy in regard to this property.
14. Negotiate with the owner by having a face-to-face meeting with the person who has the authority to sell the property. I recommend that at least two people representing the City attend those meetings.
15. If negotiations with the owner are successful, do the following:
 - a. Create a written purchase contract setting forth the terms reached.
 - b. Prepare for a standard real estate closing.
 - c. Attend the closing and execute all the necessary documents.
 - d. Record all documents from the closing, including a certificate of compensation.
 - e. By certified mail, mail a copy of the recorded Certificate of Compensation to anyone having an interest in the property that has been acquired.
16. If negotiations with the owners are unsuccessful, the City must create and then serve a copy of the jurisdictional offer (JO) upon the owner of record any mortgagee of record in person if possible.
 - a. Generally, a jurisdictional offer must identify itself as an offer under 32.05(3), contain an explanation of the property to be taken, the purpose of the taking, a map and description, set out the compensation specifically and contain certain required statutory notices
 - b. The Condemnee will have 20 days to accept the JO.
 - c. The JO must be personally served on any mortgagee as well.

17. If the jurisdictional offer is accepted by the property owner, the closing must be completed within sixty (60) days after acceptance.
18. If the jurisdictional offer is rejected, we would update the title search and prepare and file a lis pendens for the condemnation proceedings. Note that a rejection can happen in any of three ways:
 - a. Jurisdictional offer has not been responded to by the owner at the end of twenty (20) days.
 - b. Owner expressly rejects jurisdictional offer in writing.
 - c. Owner has accepted the jurisdictional offer in writing, but has refused to convey the property.
19. If the JO is not accepted the City may file an award of damages:
 - a. The award of damages essentially is an announcement of the taking of the property. It references the relocation order, addresses the holders of any interest in the property, describes the property taken and the interest taken, sets the amount of the compensation and the date of the taking.
 - b. As is the case with the JO, it is personally served on all holders of an interest in the property.
20. The award of damages should include a check naming all holders of an interest to the property in an amount at least equal to that stated in the JO. It should be served with the award of damages.
21. The award of damages must be recorded in the register of deeds.
22. The City would then have the right to occupy the property on the date stated in the award. If the owner refuses to allow access the City may apply to the circuit court for a writ of assistance.
23. The filing of the award does not mean it is all over (in fact it often does not). Any person with an interest in the property may, within 2 years of the date of taking, apply to the circuit court for an order appointing a condemnation commission to review the value of the property. In general terms, the condemnation commission holds an administrative hearing on the valuation and determines the value, which can be in excess of the award of damages.

24. The award of the condemnation commission is subject to appeal to the circuit court.

25. Note the City would be in possession of the property during any appeals.

The foregoing is a general explanation of the steps involved in an eminent domain condemnation process in Wisconsin. As you can see, it is complicated and lengthy and in some ways seems designed to promote a lengthy process. Also, condemnation evaluation is a specialty requiring a specific type of appraisal that considered unusual issues specific to condemnations and strategies related to anticipating arguments during negotiations and the possibility of appeal. In light of the specialized nature of this type of acquisition and the time the process requires, some municipalities hire outside experts to handle the acquisition.

The eminent domain process is lengthy and costly. It presents opportunity and economic costs that are often significant and should be considered in prioritizing projects and staff time.

I would be happy to address any questions about this opinion or the eminent domain process.

cc: Traffic and Parking Committee

The Rights of Landowners Under Wisconsin Eminent Domain Law



This pamphlet is published by the Wisconsin Department of Administration in cooperation with the Attorney General pursuant to Wis. Stat. § 32.26(6). It provides information on how the Wisconsin condemnation process works, but is not to be construed as legal advice. An acquiring authority must make this pamphlet available to potentially impacted property owners prior to initiating negotiations for property that may be acquired for a public project.

Procedures Under Wis. Stat. § 32.05:

Highways, Streets, Storm
& Sanitary Sewers,
Watercourses, Alleys,
Airports and Mass Transit

This brochure provides information on how the condemnation process works in Wisconsin, including the rights of property owners impacted by the process. More detailed information is available in Wis. Stat. Ch. 32.

Relocation Assistance
Division of Legal Services
Department of Administration
101 E. Wilson Street
Madison, WI 53703
Phone: (608) 266-2887
Email: Tracy.M.Smith@wisconsin.gov
<http://www.dora.state.wi.us/>

Last Updated September 2017

INTRODUCTION

The Wisconsin Constitution, Article 1, section 13 establishes eminent domain authority, which is the power to take private property for a public purpose with payment of just compensation. The Eminent Domain Statute, Wis. Stat. Ch. 32, vests several public and private entities with eminent domain power. Condemnation is the legal process by which the acquiring authority exercises its eminent domain power.

The following are jurisdictional requirements that the acquiring authority must obey in order to condemn property. An acquiring authority must respect these stipulations regardless of whether it intends to exercise its eminent domain power to condemn property.

RELOCATION ORDER

The Eminent Domain Statute requires specific entities to make a relocation order that provides for the laying out, relocation and improvement of a transportation-related facility prior to initiating negotiations. The order must include a map or plat showing the old and new facility locations, as well as the land and interests required for the project. Within 20 days of its issue, a copy of the order must be filed with the county clerk where the lands are located.

APPRAISAL

The acquiring authority must obtain at least one appraisal for each property it will acquire prior to initiating negotiations. When obtaining and drafting the appraisal, the appraiser must consult with the property owner. Once completed, the appraiser must provide the property owner with a full narrative appraisal. Also, the acquiring authority must notify the property owner that he may obtain his own appraisal at the (reasonable) expense of the acquiring authority, which must be submitted to the acquiring authority within 60 days of obtaining the acquiring authority's appraisal.

1

NEGOTIATIONS

The acquiring authority must negotiate with the property owner for the property purchase and must consider the full narrative appraisal to establish the property's fair market value during negotiations. It must provide a map showing all property the project impacts and the names of at least 10 neighbors who are receiving offers. If the project affects fewer than 10 owners, the acquiring authority must give the names of all affected. Property owners may inspect and make copies of any maps the acquiring authority holds. The acquiring authority may consider relocation benefits during negotiations.

In partial acquisitions, fair market value is the greater of either the fair market value of the part acquired or the difference between the entire property value before acquisition and its value after. If only part of the property is acquired and an uneconomic remnant remains, the acquiring authority must also offer to acquire the uneconomic remnant. An uneconomic remnant is the property remaining after a partial taking, if the property remaining is of such size, shape or condition to be of little value or of substantially impaired economic viability.

Compensation for an easement is either the difference between the property value immediately before and immediately after the date of evaluation. The date of evaluation is the date the conveyance is recorded in the register of deeds in the county holding the property.

If the property owner agrees to a negotiated sale, the acquiring authority must record the conveyance with the county register of deeds. After recording, the acquiring authority must provide notice of the conveyance to all owners of record, by certified mail or personal service, as well as of their right to appeal the compensation award within 6 months of the recording date.

2

JURISDICTIONAL OFFER

If negotiations fail, the acquiring authority must provide the property owner with a jurisdictional offer. The offer must be delivered either by certified mail or personal service and include: (1) a description of the nature of the project; (2) a description of the property to be acquired; (3) the proposed date of occupancy; (4) the compensation offer; (5) notice that any additional items payable may be claimed for relocation assistance; (6) a statement that the appraisal on which the offer is based is available for viewing; and (6) notice that the owner has 2 years from the date the acquiring authority takes the property by award to appeal for greater compensation, even if the owner has already accepted and used the award.

A *lis pendens* gives notice to interested parties that the property may be acquired for public use. One must be filed with the register of deeds for the county in which the property is located within 14 days of when the offer is personally served or mailed. An owner must accept or reject the offer within 20 days of the offer's service or mailing date. If accepted, title transfers to the acquiring authority and the owner must be paid within 60 days. If rejected in writing by all owners of record, the acquiring authority may make an award of compensation.

CONTESTING THE RIGHT OF CONDEMNATION

Within 40 days from the date of service or the mailing date of the jurisdictional offer, an owner who wants to contest the right of condemnation for any reason other than the inadequacy of the amount of compensation, must commence an action in the circuit court of the county where the property is located, naming the condemnor as the defendant. However, if the owner has already accepted and retained any of the compensation, such an appeal may not be filed.

3

AWARD OF COMPENSATION

If the owner fails to accept the jurisdictional offer within 20 days of personal service or the mailing date, or if all owners of record reject the offer in writing, the acquiring authority may deliver a written award of damages by certified mail or personal service. This is called the award of compensation and must include: (1) a property description; (2) a description of the interest to be acquired; (3) the date of occupancy; (4) the amount of compensation (at least equal to the jurisdictional offer); and (5) a statement that the acquiring authority has complied with all jurisdictional requirements.

After the acquiring authority has served the award and provided payment, it shall record the award with the register of deeds for the county in which the property is located. At the time of recording, title vests in the acquiring authority. This date is called the date of evaluation.

OCCUPANCY & WRIT OF ASSISTANCE

The acquiring authority must provide at least 90 days written notice to the property owner of the required move date. If title vests with the acquiring authority before that 90-day period ends, the occupant will be able to live in the property rent-free for the first 30 days, beginning on the 1st or 15th day of the month after title vests with the acquiring authority. If the occupant denies the condemnor the right of possession of the property at the end of the 90-day period, the acquiring authority may apply to the court for the county in which the property is located for a writ of assistance to be put in possession of the property upon 48-hour notice to the occupant. The court shall grant the writ of assistance if all jurisdictional requirements to condemn have been complied with, the award has been paid and comparable property has been made available.

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CONTESTING THE COMPENSATION AWARD

Any party having ownership interest in the acquired property has 2 years from the date of evaluation to challenge the compensation award. To challenge the award, any party of interest must appeal to the judge for the circuit court holding the property for assignment to the condemnation commission. When one party of interest appeals the award, no other party may file a separate appeal, but instead must join the existing appeal by serving notice on the condemnation commission and appellant within 10 days of receiving notice of the appeal. The jurisdictional offer or basic award may not be disclosed to the condemnation commission. Whether the commission decides that the fair market value is greater or less than the compensation award, payments should be made within 70 days after the date of the filing of the award unless it is appealed to the circuit court.

Any party to the condemnation commission proceeding may appeal the award to the circuit court of the county holding the property. The sole issues to be tried are the question of title, if any, and the amount of just compensation the condemnor must pay. A jury must try this appeal unless waived by both parties. The jurisdictional offer, the basic award, or the condemnations commission's award may not be disclosed during the trial. Awarded money must be paid within 60 days of the judgment entry.

Parties with ownership interest in the acquired property may waive the appeal to the condemnation commission, appealing directly to the circuit court of the county holding the property within 2 years of the evaluation date. This appeal takes priority over all other actions not then on trial. The sole issues to be examined are the question of title, if any, and the compensation amount the condemnor must pay.

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The appeal must be tried by a jury unless waived by both parties. The jurisdictional offer or basic award amounts may not be disclosed during trial. No other party of interest can file a separate appeal, but may join the existing appeal by providing notice to the condemnor and the appellant by certified mail or personal service within 10 days of receipt of notice of the appeal.

LITIGATION EXPENSES/COSTS

Litigation expenses shall be awarded to the displaced person if (1) the acquiring authority abandons the proceeding; (2) the court decides the condemnor does not have the right to condemn the property or there is no need for its taking; (3) the judgment is for the plaintiff in an action under Wis. Stat. s. 32.10; (4) the condemnation commission award exceeds the jurisdictional offer or the highest written offer prior to it by \$700 and 15% or more and neither party appeals the award to the circuit court; (5) the court-approved jury verdict under Wis. Stat. s. 32.05(11) exceeds the jurisdictional offer or the highest written offer prior to it by \$700 and 15% or more; (6) the condemnor appeals a condemnation commission award that exceeds the jurisdictional offer or the highest written offer prior to it by \$700 and 15% or more; if the court-approved jury verdict under s. 32.05(10) exceeds the award of the condemnation commission by \$700 and 15% or more; (7) the condemnor appeals the condemnation commission award, if the court-approved jury verdict exceeds the jurisdictional offer or the highest written offer prior to it by \$700 and 15% or more; or (8) the condemnor appeals an award of the condemnation commission that does not exceed the jurisdictional offer or the highest written offer prior to it by 15% if the court-approved jury verdict under s. 32.05(1) exceeds the jurisdictional offer or the highest written offer prior to it by \$700 or 15%.

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MEMO

To: Finance Committee
From: Marty Olejniczak, Community Development Director *MO*
Date: February 18, 2021
Subject: Request for Exclusivity – Development Proposal for West Waterfront Redevelopment Site B

A Request for Proposals was issued for the West Waterfront redevelopment area – for both Redevelopment Sites A and B. These sites are the areas closer to Maple Street that are above the state designated ordinary high water mark and, thus, available for private development. For Redevelopment Site A the Common Council agreed to work with Northpointe Development on a plan for a multiple-family residential project. That project is being worked on, but still needs City approval; of both the project plan and the development agreement/financing package.

For Redevelopment Site B there were no proposals submitted. This site is much smaller due to the shape of the OHWM and the presence of numerous underground utilities. However, recently Peter and Jennifer Gentry, local entrepreneurs, contacted staff with their interest in taking on a development project at that site. They have submitted a concept drawing and a description of their intent. They are seeking an exclusivity agreement/planning option on the property, which would provide them a period of time to flesh out their proposal, perform due diligence, and determine its feasibility without having to worry about the City considering other developers' proposals during this period. These arrangements are not unusual and have been used previously in the City.

The City Administrator and I have met with the Gentry's and have reviewed their submittal. We believe they have the vision and the means to perform a development project. Their initial concept fits the redevelopment plan for the West Waterfront and complements other planned projects. Given the lack of interest in this site so far and the promising I initial proposal, we believe entering into an exclusivity/planning agreements appropriate.

Our recommendation is as follows:

1. Approve 90-day period of exclusivity. City agrees not solicit or consider development proposals from other prospective developers for Redevelopment Site B during this period.
2. Agree to apply for CDI grant on behalf of the project upon approval of a development agreement or sales agreement for the site. Note: If the CDI grant application for the Third Avenue Playhouse project is approved, then a new CDI grant application cannot be submitted until July, 2021.
3. Agree to retain one of the two available Premier Economic Development District liquor

license to be used for the project. It is noted that the initial cost of a PEDD liquor license is \$30,000.

4. Agree to the use of TIF (tax increment financing) funds for improvements within the adjoining public space that support the project such as public parking, access, landscaping, and park amenities. Exact amount and specific projects to be at the discretion of the City
5. Agree to consider the use of TIF for improvements within the project site particularly if there is a public benefit such as restrooms available to the general public, flood-proofing, environmental remediation, infrastructure for food vendors, etc. The use of TIF within the private development site is subject to final approval of the project and an analysis of the increment generated from such development project, among other factors. The City cannot guarantee the use of TIF funds at this time.

WWP Development, LLC

February 18, 2021

RE: Exclusivity Period for Due Diligence for Development Proposal

To Whom it May Concern:

We are writing today to request a 90-day exclusivity period for a due diligence analysis and to further define a proposal for the development of Site B at the West Waterfront Redevelopment site. To that end, below you will find a preliminary explanation of our proposed concept.

- Proposed Use(s) – We intend to develop an approximately 5,000 square foot (2,500 sq ft footprint), two story building, half of which is to be used for a Community Focused Plaza concept with first floor concessions and bar type services, and a second floor patio. The second half of the building will be made available for an additional retail type tenant. The building will have substantial landscaping for outdoor seating and its façade will compliment or enhance the surrounding buildings such as the Granary and working waterfront. The space will also include large bathrooms and “hard piped” spaces for local food carts.
 - Services will include beverages, ice cream treats, snacks, beer, and wine. Liquor will be available for private events only.
 - There will be a well-maintained space for food carts to serve their products.
 - The overarching concept is one of a Community Space, in which our development blends with public uses in the adjacent park. These uses could include things like volleyball courts or mini golf, hosting outdoor movie nights, and live music.
- Estimated Value of Redevelopment – We believe this development will add \$750k to \$1M to the tax rolls.
- Proposed Timeline
 - Current – Work with city, architect, and civil engineer to develop building plans. Work with banks to secure financing.
 - Early April 2021 – Submit RFP.
 - May 2021 – Submit for bids to general contractors. Finalize financing.
 - July/August 2021 – Take possession of Site B property.
 - September 2021 – Begin site work. Draw on bank loan.
 - Fall/Winter 2021 – Procure retail tenant(s).
 - March 2022 – Building will be substantially complete.
 - May 2022 – Interior and landscaping complete.
 - Memorial Day 2022 – Open.

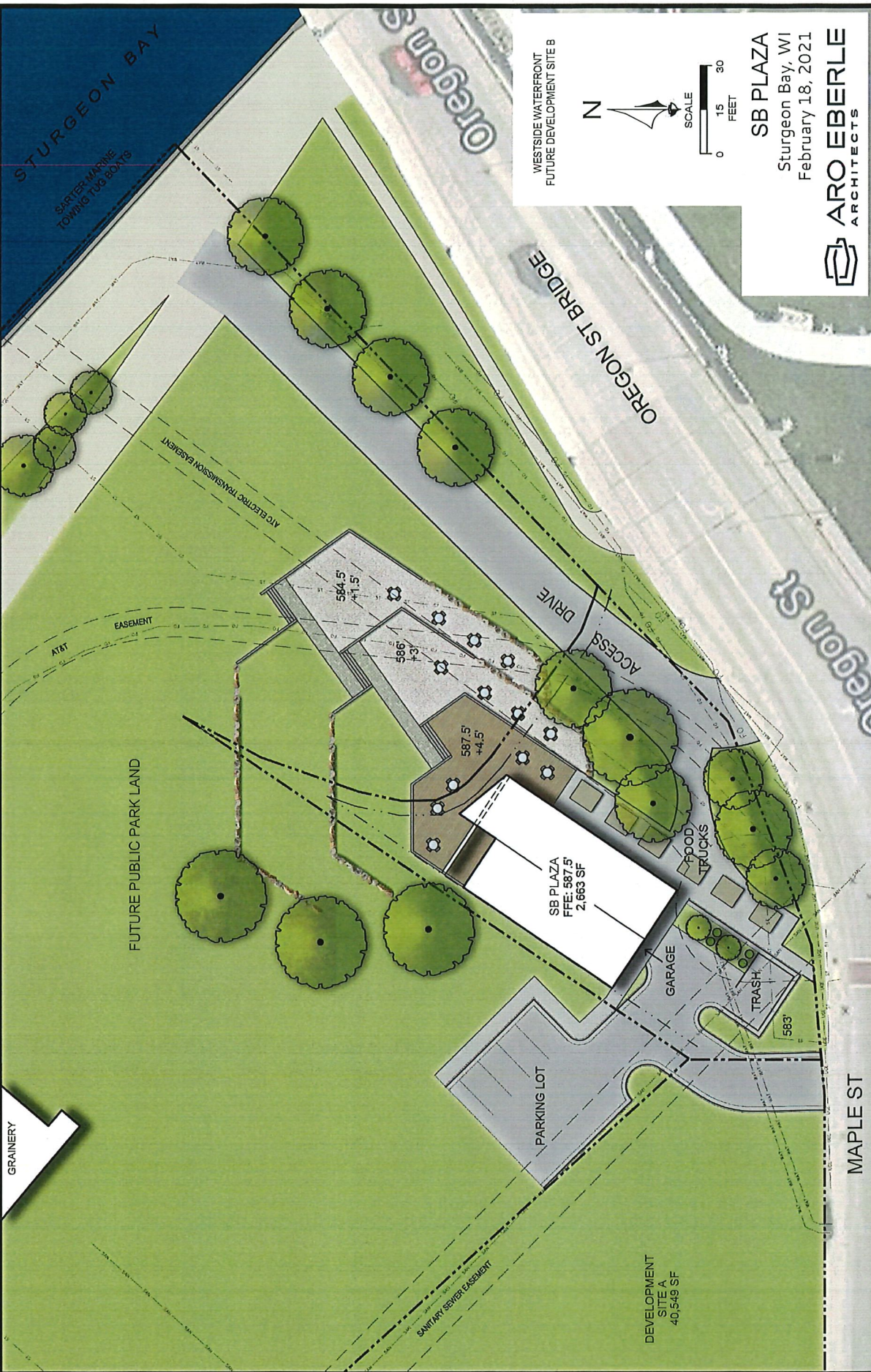
WWP Development, LLC

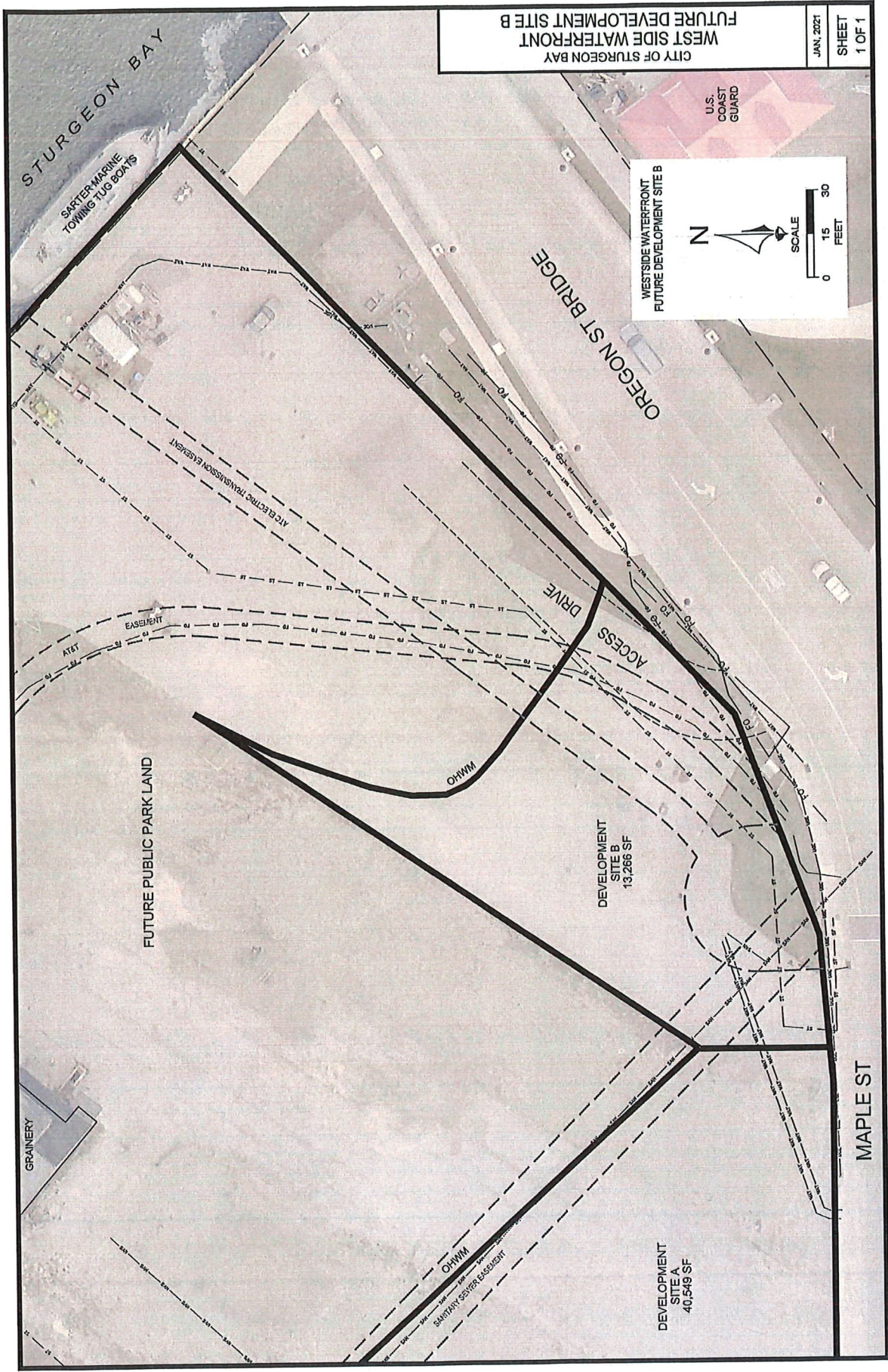
- Prerequisites for Development
 - To make this project a showpiece that harmonizes with the Granary and the West Waterfront Promenade, we will require a WEDC CDI Grant via the City of Sturgeon Bay. This is also necessary due to skyrocketing construction costs.
 - We would also request any available TIF money. Our hope, however, is to channel TIF money back into improvements to the park space that can be enjoyed by everyone rather than to fund improvements to our development site. Ideas for these improvements include planting trees or adding shade structures, and terraced landscaping, etc.
 - The project also requires a full liquor license.
- Resume of Select Projects
 - Thirteen years of Project Management in the national healthcare IT Field (Jen)
 - Board of Directors – Destination Sturgeon Bay (Jen)
 - Board of Directors – Boys and Girls Club of Sturgeon Bay (Jen)
 - One Barrel Brewing Company Tap Room – Madison (Peter)
 - Star Bar at The Galaxy Apartments – Madison (Peter)
 - One Barrel Brewing Company Tap Room and Patio – Egg Harbor (Jen/Peter)
- Draft Site Sketch
 - Attached - From Aro Eberle Architects, Madison WI

We would further request an additional 30-day exclusivity period after the initial 90-days if more time is required and we can demonstrate substantial progress towards submitting an RFP for this site.

Thank you for your consideration,

Jennifer and Peter Gentry
Principals
WWP Development





CITY OF STURGEON BAY
WEST SIDE WATERFRONT
FUTURE DEVELOPMENT SITE B

JAN. 2021
SHEET
1 OF 1

WESTSIDE WATERFRONT
FUTURE DEVELOPMENT SITE B

N

SCALE
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FEET

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CITY OF STURGEON BAY
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INVOICES DUE ON/BEFORE 03/02/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
CITY CLERK-TREASURER				
13875	MUNICIPAL CODE CORP	ONLINE CODE HOSTING 2021/2022	01-115-000-57050	950.00
TOTAL				950.00
TOTAL CITY CLERK-TREASURER				950.00
ADMINISTRATION				
17700	QUILL CORPORATION	PENTAL ROLLBALL PEN 12PK BLACK	01-120-000-51950	13.49
17700		PENTAL ROLLBALL PEN 12PK BLUE	01-120-000-51950	13.49
17700		PENTAL ROLLBALL PEN 12PK RED	01-120-000-51950	13.49
TOTAL				40.47
TOTAL ADMINISTRATION				40.47
MUNICIPAL SERVICES ADMIN.				
03133	CELLCOM WISCONSIN RSA 10	01/21 CHAD CELL SVC	01-145-000-58250	25.77
TOTAL				25.77
TOTAL MUNICIPAL SERVICES ADMIN.				25.77
PUBLIC WORKS ADMINISTRATION				
03133	CELLCOM WISCONSIN RSA 10	01/21 STEVE CELL SVC	01-150-000-58250	32.76
03133		01/21 MIKE CELL SVC	01-150-000-58250	36.38
03133		01/21 CELL SVC	01-150-000-58250	7.84
TOTAL				76.98
TOTAL PUBLIC WORKS ADMINISTRATION				76.98
ELECTIONS DEPARTMENT				
04975	ECONO FOODS	BAKERY	01-155-000-54999	8.80
TOTAL				8.80
TOTAL ELECTIONS DEPARTMENT				8.80
CITY HALL				
03159	SPECTRUM	01/21 FIRE CABLE SVC	01-160-000-58999	143.03
WARNER	WARNER-WEXEL WHOLESALE &	FOAMING DISPENSER	01-160-000-51850	10.58
WARNER		FLOOR CONDITIONER	01-160-000-51850	38.83
TOTAL				192.44
TOTAL CITY HALL				192.44

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INVOICES DUE ON/BEFORE 03/02/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
INSURANCE				
MCCLONE	MCCLONE AGENCY, INC	02/21 WORK COMP AUDIT	01-165-000-58750	4,203.00
TOTAL				4,203.00
TOTAL INSURANCE				4,203.00
GENERAL EXPENDITURES				
08167	GANNETT WISCONSIN NEWSPAPERS	ORD 1379-1220 PUBLICATION	01-199-000-57450	32.35
08167		ORD 1380-1220 PUBLICATION	01-199-000-57450	48.36
BRILL	BRILLIANT	SIREN MARKETING/FIRE DEPT	01-199-000-51600	945.00
TOTAL				1,025.71
TOTAL GENERAL EXPENDITURES				1,025.71
POLICE DEPARTMENT				
02005	BAY ELECTRONICS, INC.	DOCKING STATION/SQUAD 30	01-200-000-55500	105.00
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	ENVELOPES/BINDERS FOR C.A.R.T	01-200-000-51950	101.09
TOTAL				206.09
TOTAL POLICE DEPARTMENT				206.09
POLICE DEPARTMENT/PATROL				
04696	DOOR COUNTY TREASURER	01/21 FUEL	01-215-000-51650	2,863.72
06592	FOX VALLEY TECHNICAL COLLEGE	DAAT INSTRUCTOR/BRANDT	01-215-000-55600	850.00
21450	THE UNIFORM SHOPPE	UNIFORM SHIRT/SNOVER	01-215-000-52900	133.90
DEIBELE	LUKE DEIBELE	REIMBURSE SGT CHEVRONS SEWING	01-215-000-56800	14.77
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	SQUAD TIRES	01-215-000-52850	4,871.78
R0000608	AUTO ZONE, INC	WIPER BLADES/SRO SQUAD	01-215-000-58600	29.99
TOTAL				8,764.16
TOTAL POLICE DEPARTMENT/PATROL				8,764.16
POLICE DEPT. / INVESTIGATIONS				
AMERDIVE	AMERICAN DIVING SUPPLY,LLC	MISC DIVING GEAR	01-225-000-57950	4,044.10
TOTAL				4,044.10
TOTAL POLICE DEPT. / INVESTIGATIONS				4,044.10
FIRE DEPARTMENT				
04575	DOOR COUNTY HARDWARE	ASSORTED SUPPLIES	01-250-000-54999	93.67
04575		TORCH RCIP BLD/WRECKER RCPBD	01-250-000-54999	45.98
04575		VELCRO/TV SURGE	01-250-000-54999	35.98

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
04575		FASTENERS	01-250-000-54999	14.09
04575		SPRAY PAINT	01-250-000-54999	3.59
04575		FASTENERS/STRAP	01-250-000-54999	14.05
04575		SPRAY PAINT/PADS/SND PAPER	01-250-000-54999	26.73
04575		PAINT MARKER/SPRAY PAINT	01-250-000-54999	24.95
04575		PAINT SUPPLIES	01-250-000-54999	16.98
04575		BRUSHES/PAINT	01-250-000-54999	14.56
04696	DOOR COUNTY TREASURER	01/21 FUEL	01-250-000-51650	1,244.67
13320	JEFFERSON FIRE & SAFETY, INC	SCBA COMPRESSR MAINT/TEST	01-250-000-56250	711.50
16570	PIONEER FIRE COMPANY	UNIFORMS	01-250-000-52900	761.00
ABEDNEGO	ABEDNEGO FIRE PROTECTION LLC	VALVE REPLACEMENT/CASCADE TANK	01-250-000-51350	100.42
FIRE SAF	FIRE SAFETY USA, INC	CLASS 1 INFO CENTER/SQUAD 1	01-250-000-53000	750.00
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	DEF	01-250-000-53000	21.98
O'REILLY		MUD FLAP	01-250-000-53000	11.69
O'REILLY		DETAILER/WAX/POLISH	01-250-000-53000	41.95
TOTAL				3,933.79
TOTAL FIRE DEPARTMENT				3,933.79
ROADWAYS/STREETS				
12100	LAMPERT YARDS INC	LUMBER	01-400-000-51400	122.32
TOTAL				122.32
TOTAL ROADWAYS/STREETS				122.32
SNOW REMOVAL				
SNOW REMOVAL				
06012	FASTENAL COMPANY	MIDLINK	01-410-000-51400	27.98
13655	MONROE TRUCK EQUIPMENT, INC	HYDRAULIC MOTOR	01-410-000-51400	251.98
13655		SHIPPING	01-410-000-51400	8.53
13825	MORTON SALT	419,140 LBS ROAD SALT	01-410-000-52400	14,936.05
TOTAL SNOW REMOVAL				15,224.54
TOTAL SNOW REMOVAL				15,224.54
STREET MACHINERY				
01720	ARING EQUIPMENT COMPANY INC	WIPER BLADES	01-450-000-53000	43.64
04545	DOOR COUNTY COOPERATIVE/NAPA	SUPPLIES	01-450-000-52150	56.85
04545		INFLATOR	01-450-000-52150	29.99
04545		AIR INFLATOR	01-450-000-53000	29.99
04696	DOOR COUNTY TREASURER	01/21 FUEL 496.3 G	01-450-000-51650	1,044.71
04696		01/21 DSL FUEL 797.14 G	01-450-000-51650	1,807.91
06012	FASTENAL COMPANY	HARDWARE	01-450-000-53000	7.98
ADVAUTO	GENERAL PARTS DISTRIBTION LLC	15W 40 GAL	01-450-000-52150	130.20
ADVAUTO		CLEANER/DEGREASER	01-450-000-52150	29.94
ADVAUTO		SEALED BEAM	01-450-000-53000	13.50
ADVAUTO		AIR	01-450-000-53000	15.78
ADVAUTO		MOBIL 1 TB 5W40	01-450-000-53000	60.70

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
ADVAUTO		CREDIT RETURN BATTERY	01-450-000-53000	-146.19
ADVAUTO		PIGTAIL/LAMP	01-450-000-53000	82.06
ADVAUTO		EXTEND RUST NEUTRALIZER	01-450-000-53000	27.57
ADVAUTO		LUBE/AIR/FUSE/CLEANERS	01-450-000-53000	388.45
ADVAUTO		DIAGONAL 6.5	01-450-000-53000	38.48
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	JEEP PARTS	01-450-000-53000	102.07
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	ELECTRIC CLEANER	01-450-000-53000	7.99
QUALITY	QUALITY TRUCK CARE CENTER INC	COVER/TRCK 22	01-450-000-53000	35.27
TOTAL				3,806.89
TOTAL STREET MACHINERY				3,806.89
CITY GARAGE				
06012	FASTENAL COMPANY	REGULATOR	01-460-000-52700	124.29
06012		HOSE FITTINGS	01-460-000-54999	41.68
06012		HOSE	01-460-000-54999	43.73
12100	LAMPERT YARDS INC	PLYWOOD	01-460-000-54999	201.42
AAA ASBE	AAA ASBESTOS	INSPECT/SAMPLE BOILR RM EXH INS	01-460-000-58999	250.00
AMER O D	AMERICAN OVERHEAD DOOR	SVC & REPAIR 2 GARAGE DOORS	01-460-000-58999	410.00
TOTAL				1,071.12
TOTAL CITY GARAGE				1,071.12
PARK & RECREATION ADMIN				
03133	CELLCOM WISCONSIN RSA 10	01/21 MIKE CELL SVC	01-500-000-58250	36.38
03133		01/21 CELL SVC	01-500-000-58250	7.84
03133		01/21 CELL SVC	01-500-000-58250	25.77
17700	QUILL CORPORATION	LABELS	01-500-000-51950	20.98
17700		ASSORTED OFFICE SUPPLIES	01-500-000-51950	163.03
PULSE	PENINSULA PULSE	ADVERTISING	01-500-000-57450	107.64
TOTAL				361.64
TOTAL PARK & RECREATION ADMIN				361.64
PARKS AND PLAYGROUNDS				
04696	DOOR COUNTY TREASURER	01/21 FUEL 225.17 G	01-510-000-51650	473.98
04696		01/21 DSL FUEL 5.18 G	01-510-000-51650	11.75
ADVAUTO	GENERAL PARTS DISTRIBUTION LLC	WIPER BLADES	01-510-000-53000	36.16
ADVAUTO		ADHESIVE/MOLDING TAPE	01-510-000-53000	53.92
TOTAL				575.81
TOTAL PARKS AND PLAYGROUNDS				575.81
TOTAL GENERAL FUND				44,633.63

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CITY OF STURGEON BAY
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INVOICES DUE ON/BEFORE 03/02/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAPITAL FUND				
CITY HALL				
EXPENSE				
BTGEROLD	BT GEROLD STRUCTURAL ENG. LLC	DPW WINDOW LINTEL CALCULATIONS	10-160-000-59040	500.00
TOTAL EXPENSE				500.00
TOTAL CITY HALL				500.00
TOTAL CAPITAL FUND				500.00
CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
MANN	MANN COMMUNICATIONS, LLC	03.02.21 CONTRACT	21-000-000-55015	5,205.83
TOTAL CABLE TV / GENERAL				5,205.83
TOTAL CABLE TV / GENERAL				5,205.83
TOTAL CABLE TV				5,205.83
TID #2 DISTRICT				
TID DISTRICT #2				
TID #2 A AREA BONDS - DVL				
13170	BOARD OF COMMISSIONERS OF	03/21 TID 2 SPLLC	25-320-931-70000	2,058.46
13170		03/21 TID 2 SPLLC	25-320-931-70001	568.67
13170		03/21 TID 2 SPLLC	25-320-931-70000	9,421.76
13170		03/21 TID 2 SPLLC	25-320-931-70001	3,204.04
13170		03/21 TID 2 SPLLC	25-320-931-70000	4,762.50
13170		03/21 TID 2 SPLLC	25-320-931-70001	1,619.56
13170		03/21 TID 3 AMEND AREA	25-320-931-70000	27,479.31
13170		03/21 TID 3 AMEND AREA	25-320-931-70001	7,591.55
TOTAL TID #2 A AREA BONDS - DVL				56,705.85
TOTAL TID DISTRICT #2				56,705.85
TOTAL TID #2 DISTRICT				56,705.85
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
04696	DOOR COUNTY TREASURER	01/21 DSL FUEL 759.03 G	60-000-000-51650	1,721.48
ADVAUTO	GENERAL PARTS DISTRIBUTION LLC	LAMP	60-000-000-53000	15.78
ADVAUTO		LAMP	60-000-000-53000	15.78
BRIDGEPO	BRIDGEPORT MANUFACTURING, INC	DUMP VALVE & SHIPPING	60-000-000-53000	1,300.39
BRIDGEPO		HOIST CYLINDER & SHIPPING	60-000-000-53000	1,780.20
ULINE	ULINE SHIPPING SUPPLY	TYVEK COVERALLS	60-000-000-54999	175.00
ULINE		SHIPPING	60-000-000-54999	16.35
TOTAL SOLID WASTE ENTERPRISE FUND				5,024.98
TOTAL SOLID WASTE ENTERPRISE FUND				5,024.98
TOTAL SOLID WASTE ENTERPRISE				5,024.98
TOTAL ALL FUNDS				112,070.29

MANUAL CHECKS

AT&T MOBILITY 02/11/21 Check #88287 01/21 Police Department Cellphone Statement 01-215-000-58250	\$1,480.31
DOOR COUNTY TREASURER 02/12/20 Check # 88288 2020 Property Tax for 2816210000117 10-199-000-59080	\$ 3,086.07
SUPERIOR VISION INSURANCE 02/17/2021 Check # 88350 03/21 Vision Insurance 01-000-000-21540	\$861.59
DOOR COUNTY TREASURER 02/17/21 Check # 88351 02/21 Tax Settlement 01-000-000-24212	\$ 1,632,902.45
DOOR COUNTY TREASURER 02/17/21 Check # 88352 Cherry Ct Lots Recording Fee 01-115-000-56350	\$ 150.00
NWTC 02/17/21 Check #88353 02/21 Tax Settlement 01-000-000-24640	\$326,627.46
SEVASTOPOL SCHOOL DISTRICT 02/17/21 Check # 88354 02/21 Tax Settlement 01-000-000-24630	\$107,828.54
SOUTHERN DOOR SCHOOL DISTRICT 02/17/21 Check # 88355 02/21 Tax Settlement 01-000-000-24620	\$ 221,661.00

STURGEON BAY SCHOOL DISTRICT
02/17/21
Check # 88356
02/21 Tax Settlement
01-000-000-24610

\$ 4,314,043.12

SOUTHERN DOOR SCHOOL DISTRICT
02/19/21
Check # 88357
11/20 & 12/20 Mobile Home Tax Payment
01-000-000-41300

\$ 415.34

STURGEON BAY SCHOOL DISTRICT
02/19/21
Check # 88358
01/21 Mobile Home Tax Payment
01-000-000-41300

\$ 4,076.30

SUN LIFE INSURANCE
02/19/21
Check # 88359
03/21 Short/Long Term Disability
01-000-000-21545

\$1,927.16

TOTAL MANUAL CHECKS

\$6,615,059.34

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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 03/02/2021

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

GENERAL FUND

~~44,633.63~~

6,659,692.97

CAPITAL FUND

500.00

CABLE TV

5,205.83

TID #2 DISTRICT

56,705.85

SOLID WASTE ENTERPRISE

5,024.98

TOTAL --- ALL FUNDS

~~112,870.29~~

6,727,129.63