



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, MARCH 2, 2021
6:00 P.M.
COUNCIL CHAMBERS, CITY HALL – 421 MICHIGAN ST
DAVID J. WARD, MAYOR**

1. Call to order.
 2. Pledge of Allegiance.
 3. Roll call.
 4. Adoption of agenda.
 5. Public Comment on agenda items only.
 6. Presentation re: 2020 Annual Fire Department Report. (Chief Dietman)
 7. Consideration of the following bills: General Fund – \$6,690,706.04, Capital Fund - \$10,511.98, Cable TV - \$5,295.82, TID #2 - \$56,705.85, and Solid Waste Enterprise Fund - \$5,146.88 and Compost Site Enterprise Fund - \$88.24 for a grand total of \$6,768,454.81. [roll call]
 8. CONSENT AGENDA
- * All items listed with an asterisk (*) are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests before the Adoption of the Agenda, in which event the item will be removed from the Consent Agenda and considered immediately following the consent agenda.
- * a. Approval of 2/16/21 regular Common Council minutes.
 - * b. Place the following minutes on file:
 - (1) Finance/Purchasing & Building Committee – 2/9/2021
 - (2) City Plan Commission – 2/17/2021
 - * c. Place the following reports on file:
 - (1) Inspection Department – January 2021
 - (2) Police Department – January 2021
 - (3) Fire Department – January 2021
 - * d. Finance/Purchasing & Building Committee recommendation re: Approve the purchase of a Largo HD-6800-3 system from the Power Wash Store Milwaukee in the amount of \$16,543.79
 - * e. Finance/Purchasing & Building Committee recommendation re: Approve the memorandum of Understanding between the Ice Age Trail Alliance and the City of Sturgeon Bay.
 - * f. Finance/Purchasing & Building Committee recommendation re: Approve the intergovernmental agreement as drafted for the Joint City-County Revolving Loan Fund.

9. **Mayoral Appointments.**
10. **Consideration of: Extending the Common Council meeting time to be permanently set for 6:00 p.m. [2/3 vote required = 5 votes]**
11. **Resolution re: Increase of Large Item Pick up Fees.**
12. **Finance/Purchasing & Building Committee recommendation re: Support going forward with the room tax increase from 5.5% to 8%, the 70%/30% revenue allocations and not to support the permit fees.**
13. **Finance/Purchasing & Building Committee recommendation re: Approve the exclusivity agreement with WWP Development, LLC for the development of the West Waterfront, Lot 100, Site B, for a period of 90 days with a 30 day extension, if need be.**
14. **Finance/Purchasing & Building Committee recommendation re: Approve request for \$10,000 toward the support of a preliminary planning study for the Sturgeon Bay Athletic Fields. [non-budgeted = 3/4/ vote required = 6 votes]**
15. **Finance/Purchasing & Building Committee recommendation re: Approve proceeding with the eminent domain process with the assistance of special counsel and executing the process as soon as possible.**
16. **Parks & Recreation Committee/Board recommendation re: Approve Otumba Beach Plan.**
17. **City Administrator report.**
18. **Mayor's report**
19. **Adjourn.**

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 2-26-21

Time: 12:00 pm

By: Raivie S.

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

CITY OF STURGEON BAY
GENERAL PROCEDURES FOR PUBLIC COMMENT AT COMMON COUNCIL MEETINGS

Any citizen requesting to address the Council during the public comment portion of the meeting:

- Must fill out a "Request to Comment" form and turn it in to the City Clerk or Mayor PRIOR to the start of the meeting. Name and address must be filled in. Indicate the agenda item number that you are planning to provide public comment on. Public Comment will be restricted to Agenda Items only.
- Individuals will have a maximum of three (3) minutes to address the Council. A total of 30 minutes will be allotted to Public Comment per meeting, unless the Council body agrees to extend the time. The extensions will be 15 minute additional increments.
- Priority will be given to City residents.
- The speaker shall not engage in personal attacks against the Mayor, Council members, City staff or its representatives and remain courteous and respectful. The Council/Committee requests that all comments and interactions between those present be conducted in a constructive and respectful manner. Anyone acting in a disruptive or disrespectful manner will be asked to leave the meeting by the person presiding at the meeting.
- The Mayor/Chair may ask questions of the speaker for clarification purposes.
- The Mayor/Chair may allow, at his discretion, Council/Committee members or staff to respond to the speaker's comment. However, dialogue will not ensue.
- The Mayor/Chair may refer the matter to a committee or to the City Administrator for further follow up as needed.

IF EVERYONE ABIDES BY THESE GUIDELINES, OUR MEETINGS WILL MOVE ALONG SMOOTHLY AND BUSINESS WILL BE CONDUCTED IN AN EFFICIENT AND TIMELY MANNER. YOUR COOPERATION WILL BE APPRECIATED BY ALL PRESENT AT THE MEETING.

PLEASE NOTE THAT LETTERS WILL NOT BE READ INTO THE RECORD AS PUBLIC COMMENT. ONLY LETTERS RECEIVED FOR A PUBLIC HEARING WILL BE READ INTO THE RECORD.

NOTE: IF TOPICS THAT WILL GENERATE SIGNIFICANT POTENTIAL FOR PUBLIC COMMENT APPEAR ON THE COUNCIL AGENDA, A PUBLIC HEARING WILL TAKE PLACE PRIOR TO THE COUNCIL MEETING.

RESPECTFULLY,
MAYOR DAVID J. WARD

REVISED: 6/2/20



STURGEON BAY FIRE DEPARTMENT ANNUAL REPORT 2020

**ISO
CLASS 2**

I am pleased to present to you the 2020 Annual Report for the Sturgeon Bay Fire Department. We proudly serve the City of Sturgeon Bay, Town of Sturgeon Bay, Town of Sevastopol, and provide fire inspection services to the Town of Jacksonport. We do this with pride, providing professional services to our citizens and visitors. These services include emergency medical, fire suppression, public education, fire prevention, water & ice rescue, shipboard firefighting, tactical medical, active shooter, and technical rescue (high angle, confined space, trench, and building collapse). We are committed to providing this service in the most cost-efficient manner possible.

2020 was a challenging year for the department, our community, and the City of Sturgeon Bay. COVID-19 brought many challenges which we all had to adapt to. Our operations changed frequently during the year, daily we learned how COVID-19 would affect us all. Our response to not only medical calls but fire and rescue had to be adapted to ensure we were doing everything possible to maintain a healthy, ready staff to protect our community and visitors. Even with the heightened safety measures of decontaminating our trucks, gear, stations, and ourselves we faced minimal response time change. Our staff has risen to the needs and made sure that our new daily events did not affect our response or our ability to mitigate the call.

Despite COVID-19, we completed the year with the highest runs recorded at 1,519 of which 1356 were within the City. As we look through the report you will notice our total calls in the City have increased by 9.4% from 2019 which leaves us at 83% medical and 17% fire-related in 2020.

COVID-19 hit our department hard as it did everywhere, we also dealt with firefighters off due to personal medical issues. With everything, all Sturgeon Bay Firefighters stepped up and made sure shifts were covered while continuing to provide a timely response without a lack of coverage.

We continue working within our budget and ensuring vehicles are replaced as they reach their end of service. In 2021 we strongly need to focus on the replacement of our Ice/Water Squad which is a 1997 step van, which we share with the joint dive team. This vehicle's replacement cost will be around \$397,000 and will serve the needs of the department for approximately 25 years. A much larger need is the Westside Fire Station with-in the next 5 years. The station was built in 1974 and has proven to be a staple in protecting the Westside and neighboring communities. In the 47 years, equipment and trucks have changed dramatically leaving us with limited useable space to operate in. As we look into the future and assess the needs and plan accordingly, we must have the vision of added coverage areas and potential expanded medical response needs.

As addressed in previous reports, we are still in need of a full-time Fire Inspector, we were able in the 2020 budget to include a Part-Time Inspector with the hopes to grow the position into Full-Time, and the position has proven to be a huge success and has helped our daily operations

I state this each year with deep meaning, I am extremely proud of our personnel and their dedication to our community and visitors. I am grateful they consistently answer the call of duty, regularly exceeding expectations, and ensuring we all go home safely. Our firefighters' passion, expertise, and dedication ensure that our citizens always experience world-class firefighting, making our members the Department's most valuable resource. I believe many people do not understand the commitment of a Public Safety professional and the stress and strain it places on their families, and many times a simple thank you goes a long way which helps reiterate to us why we do what we do.



Tim Dietman
Fire Chief



STURGEON BAY FIRE DEPARTMENT MISSION STATEMENT

The Sturgeon Bay Fire Department's mission is to protect
Life and Property from Fire, Medical, and Environmental
Emergencies for our Community through Public Education,
Code Management and Incident Response.

STATEMENT OF VALUES

- We value **RESPECT**. We will at all times display respect for our customers, our peers, and for each other.
- We value **INNOVATION**. We are professional problem solvers: our creativity and ingenuity is the most important tools that we can wield.
- We value **EXCELLENCE**, both collectively and individually, and will strive for it in all that we do.
- We value **INTEGRITY**. We recognize that our citizens are the reason for our existence and that the trust the public places in us is hard-earned and easily lost. We will honor that trust by acting at all times with honesty and integrity.
- We value **TEAMWORK** and **COOPERATION**. Together we are stronger, smarter, and better.

STURGEON BAY FIRE DEPARTMENT STAFFING

FIRE CHIEF
TIM DIETMAN

ASSISTANT FIRE CHIEF
KALIN MONTEVIDEO

2020 CAREER FIREFIGHTER STAFFING

RED SHIFT
LT Mike Smith
FF Mark Smith
FF Mike Cihlar
FF Austin Gulley

BLUE SHIFT
LT Brent Wiegand
FF Mike Witt
FF Brian Hanson
FF Mike Paye

GREEN SHIFT
LT Matt Austad
FF Mike Frangipane
FF Richard Soukup
FF Ethan Jorns

PART-TIME FIRE INSPECTOR
Shane Wautier

2020 PART-TIME FIREFIGHTER STAFFING

SHIFT ONE
Todd Ploor
Ben Weber
John Jorns
Kory Nell
David Schneider

SHIFT TWO
Jeremy Paszczak
Jason Mann
Brent Haberli
Randy Lynch
Ryan Zoromski

SHIFT THREE
Dean Gordon
Anthony Aldrich
Bogdan Savenko
Lucas Pierre
Isaiah Scudder



Sturgeon Bay Station #1

421 Michigan Street

Station #1 (Eastside Station) is the department headquarters. It is staffed 24-hours a day, seven days a week with two firefighters.

The Fire Chief and Assistant Fire Chief work a 40/week, a 24hr week Fire Inspector work out of this station as well.

Apparatus housed at this station:

- Fire Engine
- Heavy Rescue Squad
- Brush Truck
- Ice/Water Squad
- Tender
- 100' Platform/Ladder Truck
- UTV/Command Trailer

Sturgeon Bay Station #2

656 S. Oxford Ave

Station #2 (Westside Station) is staffed 24-hours a day, seven days a week with two firefighters.

Apparatus housed at this station:

- Fire Engine
- Tender
- Brush Truck/Mini-Pumper



STURGEON BAY FIRE DEPARTMENT EQUIPMENT

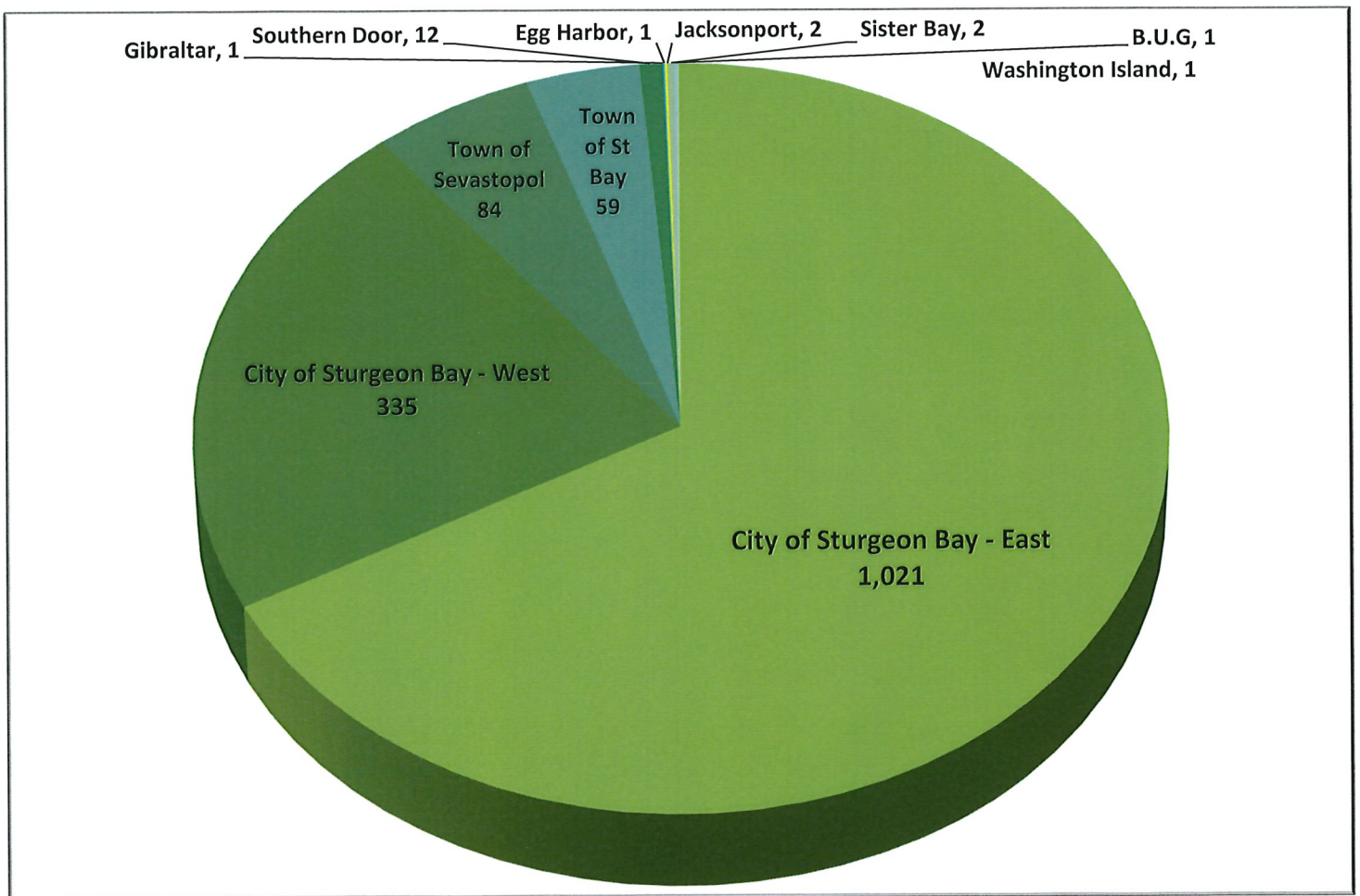
APPARATUS

Tender 1	2008 Freightliner Tender; 1,000 GPM Pump with 2000 gallons Water
Truck 2	2018 Ferrara, 100' Rear Mount Platform; 2,000 GPM Pump with 400 gallons Water
Tender 3	2016 Freightliner Tender; 1,250 GPM Pump with 2000 gallons Water
Engine 4	2019 Ferrara Engine; 2,000 GPM Pump with 1,000 gallons Water
Brush 5	2009 Ford 4x4 crew cab, 200-gallon water tank/pump
Engine 6	2019 Ferrara Engine; 2,000 GPM Pump with 1,000 gallons Water
Squad 7	1996 Chevrolet, step-van, Ice/Water Squad
Brush 8	2014 Ram 4x4 Mini-Pumper, 500 GPM Pump with 250 gallons Water
Chief 10	2017 Chevy Tahoe, Fire Chief Vehicle
Chief 11	2020 Chevy Tahoe, Assistant Chief Vehicle
Utility 15	2009 Ford F150, Fire Inspection/Public Education Vehicle
Squad 1	2006 Marion, Heavy Duty Rescue Truck
Marine 1	2010 27' SAFE Boat, Joint Police & Fire/Rescue
Marine 2	2003 Quicksilver 12ft Rescue Raft
UTV	2005 John Deere Gator (UTV) w/60 gallon skid pump
Special Response Trailer	Carries Trench/Collapse Rescue Equipment; Rehab Trailer
UTV/Mobile Command Trailer	Carries UTV, Mobile Command; Rehab Trailer

Sturgeon Bay Fire Department Incident Summary

Total Incidents: 1,519

City of SB - Eastside:	<u>1,021</u> Calls	<u>172</u> Fire Calls	<u>849</u> EMR Calls
City of SB - Westside:	<u>335</u> Calls	<u>60</u> Fire Calls	<u>275</u> EMR Calls
Town of Sevastopol:	<u>84</u> Calls	<u>76</u> Fire Calls	<u>08</u> EMR Calls
Town of Sturgeon Bay:	<u>59</u> Calls	<u>20</u> Fire Calls	<u>39</u> EMR Calls
Southern Door:	<u>12</u> Calls	<u>09</u> Fire Calls	<u>03</u> EMR Calls
Gibraltar:	<u>01</u> Call	<u>01</u> Fire Call	
Egg Harbor:	<u>01</u> Call	<u>01</u> Fire Call	
Jacksonport:	<u>02</u> Calls	<u>02</u> Fire Calls	
Sister Bay:	<u>02</u> Calls	<u>02</u> Fire Calls	
Brussels, Union, Gardner	<u>01</u> Call	<u>01</u> Fire Call	
Washington Island	<u>01</u> Call	<u>01</u> Fire Call	



Average Response Times:

City - Eastside calls (emergent):	<u>04 Minutes 10 Seconds</u>
City - Eastside calls (non-emergent):	<u>04 Minutes 44 Seconds</u>
City - Westside calls (emergent):	<u>03 Minutes 47 Seconds</u>
City - Westside calls (non-emergent):	<u>04 Minutes 33 Seconds</u>
Town of Sturgeon Bay (emergent):	<u>09 Minutes 01 Seconds</u>
Town of Sturgeon Bay (non-emergent):	<u>10 Minutes 51 Seconds</u>
Town of Sevastopol (emergent):	<u>08 Minutes 31 Seconds</u>
Town of Sevastopol (non-emergent):	<u>10 Minutes 45 Seconds</u>

INCIDENT TYPE BY JURISDICTION

INCIDENT TYPE	CITY ST BAY	TOWN SEVASTOPOL	TOWN ST BAY	EGG HARBOR	SISTER BAY	BUG	GIBRALTAR	WASHINGTON ISLAND	SOUTHERN DOOR	JACKSONPOR
Cooking Fire	4									
Outside/Trash/ Grass Fire	8	3	3							
Chimney Fire									2	
Lightning Strike	1									
Structure Fire	5				2		1		6	1
Vehicle Fire	1		1							
Outside Storage / Equipment Fire	1	1	1							
Explosion, No Fire	1									
Extrication Rescue	1	2								
Medical Assist	1124	8	39						3	
Elevator Rescue	1									
Ice / Water Rescue		2		1		1		1		
Chemical/Haz Mat	4									
Flamm/Comb Liquid Leak/Spill	21	3								
Carbon Monoxide Incident	19	5	4							
Electrical/Equip Problem	7	1	1							
Power Line Down	1									
Animal Rescue	3									
Public Service	7	2								
Unauthorized Burning	5	5	1							
High Angle Rescue	1									
Lock-Out	1									
Smoke/Odor Removal	1		1							
Smoke Scare/Smoke Odor	8	4								
Alarm Activation, No Fire	73	15	4							
Vehicle Accident	27	24	2							1
Citizen Complaint	12	2								
Assist Law /Gvmt Agency	6	4							1	
Sprinkler System Activation, No Fire	2									
Authorized Burn	4	1	2							
Fire Investigation	1									
Excessive Heat, Scorch Burns, No Ignition	3									
Search for Person on Land	3	2								
TOTAL	1356	84	59	1	2	1	1	1	12	2

Staff Hour Summary

Community Service:

210.3 Hours

- * Assist Another Department
- * Honor Guard or Funeral Activities
- * Testing Marina Dock Systems
- * Sevastopol Burning Permits

Firefighter Training:

3,565.15 Hours

- * Training Inside of Tower – 165.15 Hours
- * Training at Training Site – 695.4 Hours
- * Training not at Training Site – 2,704.60 Hours

Fire Inspections:

1,413.07 Hours

- | | |
|---|--|
| <ul style="list-style-type: none"> * City of Sturgeon Bay – 1234.52 Hours <li style="padding-left: 20px;">1,422 Inspections <li style="padding-left: 20px;">171 Re-Inspections | <ul style="list-style-type: none"> * Town of Sevastopol – 02.06 Hours <li style="padding-left: 20px;">129 Inspections <li style="padding-left: 20px;">16 Re-Inspections |
| <ul style="list-style-type: none"> * Town of Sturgeon Bay – 15.13 Hours <li style="padding-left: 20px;">20 Inspections <li style="padding-left: 20px;">03 Re-Inspections | <ul style="list-style-type: none"> * Town of Jacksonport – 61.36 Hours <li style="padding-left: 20px;">82 Inspections <li style="padding-left: 20px;">06 Re-Inspections |

Incident Response:

1,480.54 Hours

Miscellaneous Hours:

259.17 Hours

- * City/Town Meetings
- * Staff Meetings
- * Physical Agility & Testing
- * Building Pre-Plans

Public Fire Safety Education:

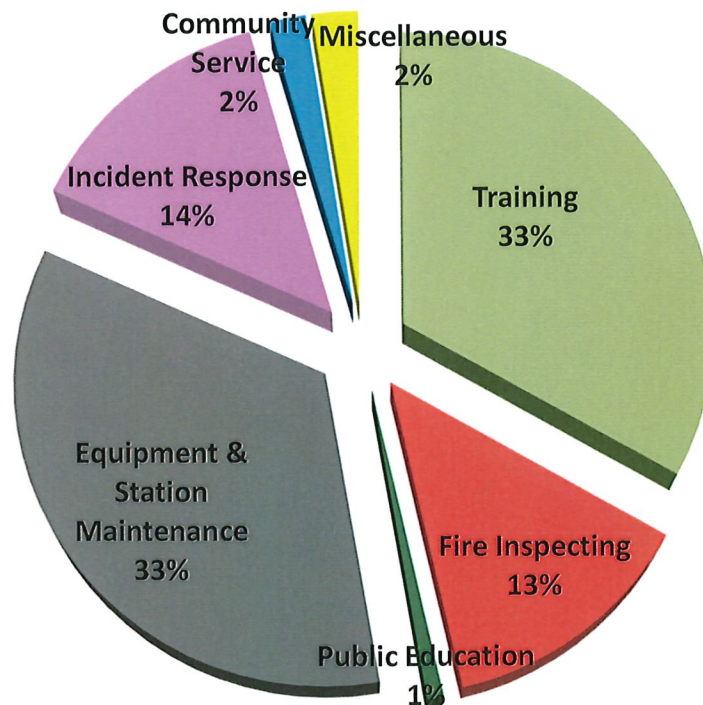
90.45 Hours

- * Sprinkler System Testing
- * Car Seat Safety/Installations
- * Special Events/Parades
- * Fire Safety Presentations for Schools/Civic Groups/Businesses
- * Fire Extinguisher Demos
- * Fire Drills/Testing

Station/Equipment Maintenance:

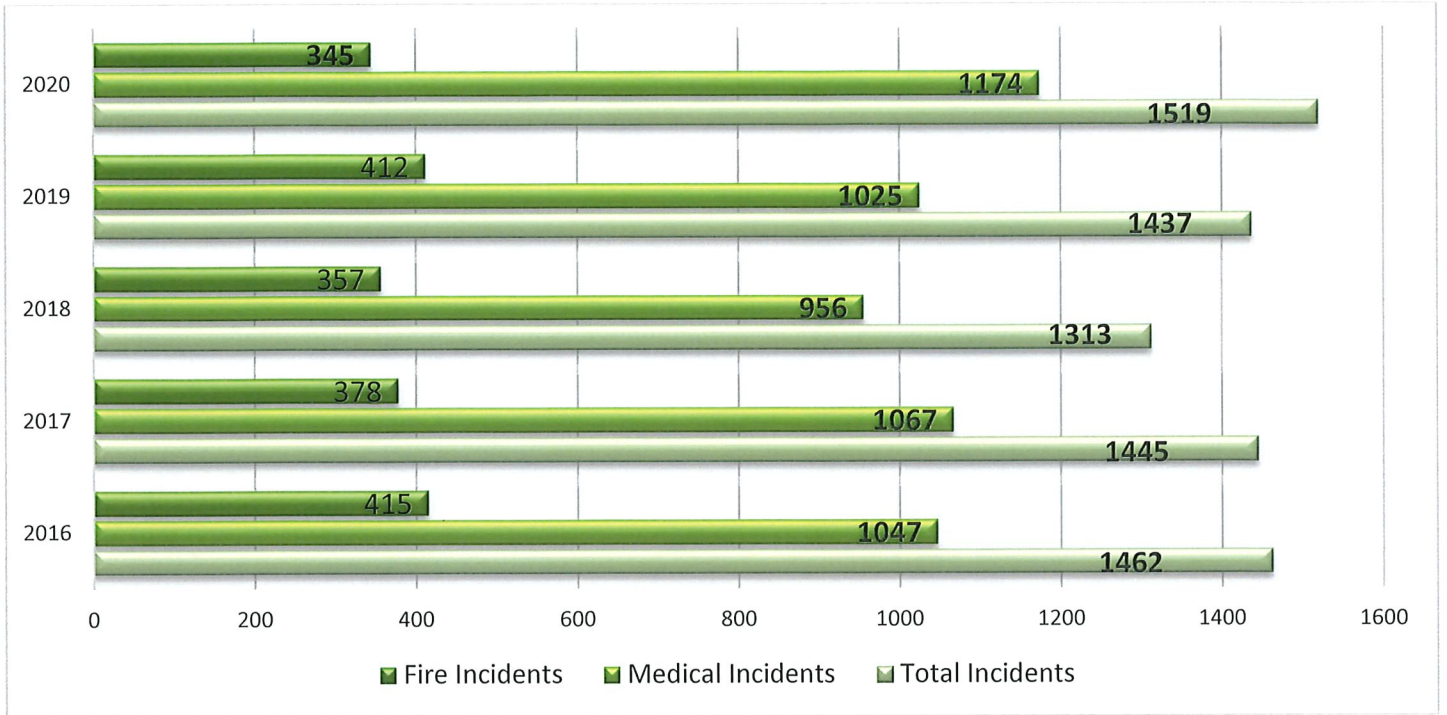
3,694.76 Hours

- * Apparatus Inventories
- * Station Maintenance/Cleaning
- * Apparatus/Equipment Checks
- * Ladder Inspection/Maint
- * Apparatus/Equipment Maint/Repair
- * PPE/Gear Inspections
- * Hose Testing
- * SCBA Maintenance/Fit Testing

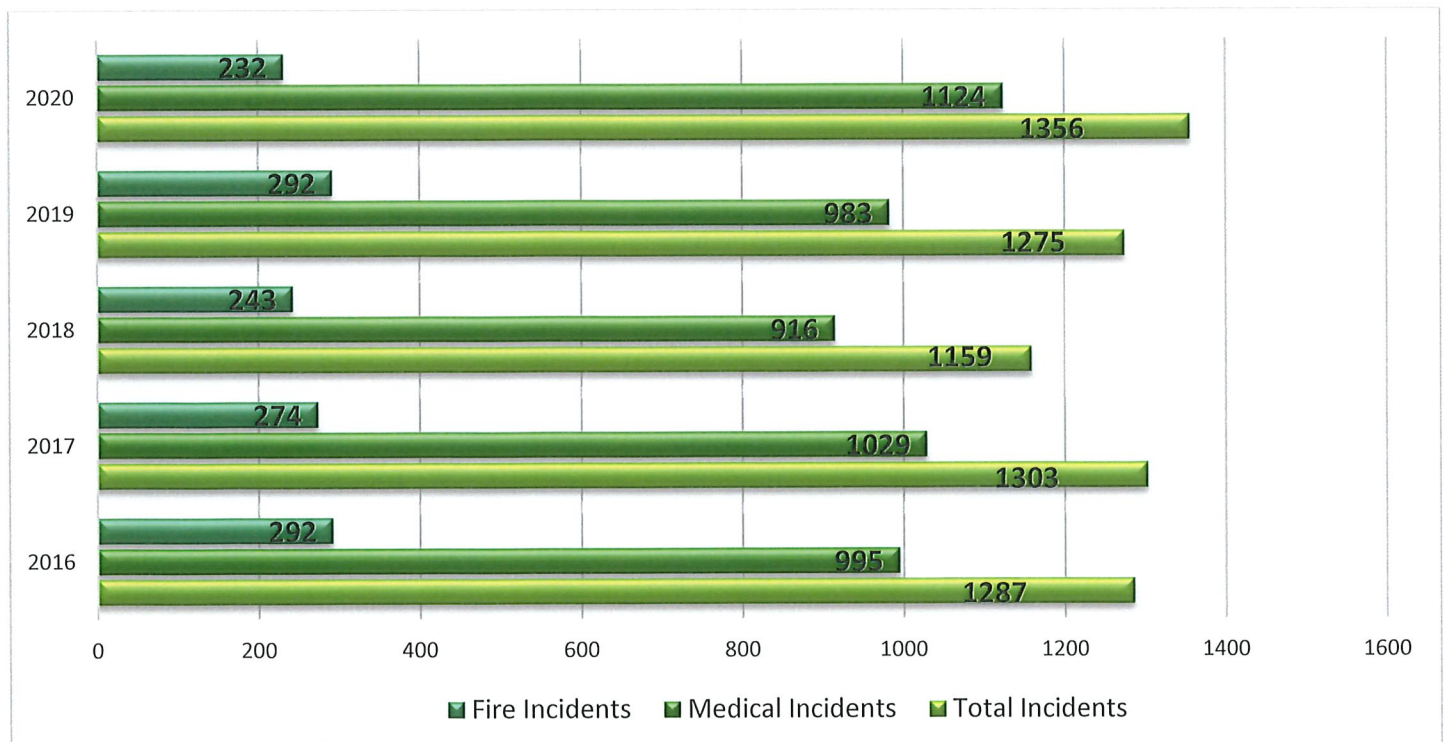


5 YEAR INCIDENT COMPARISON

TOTAL INCIDENTS

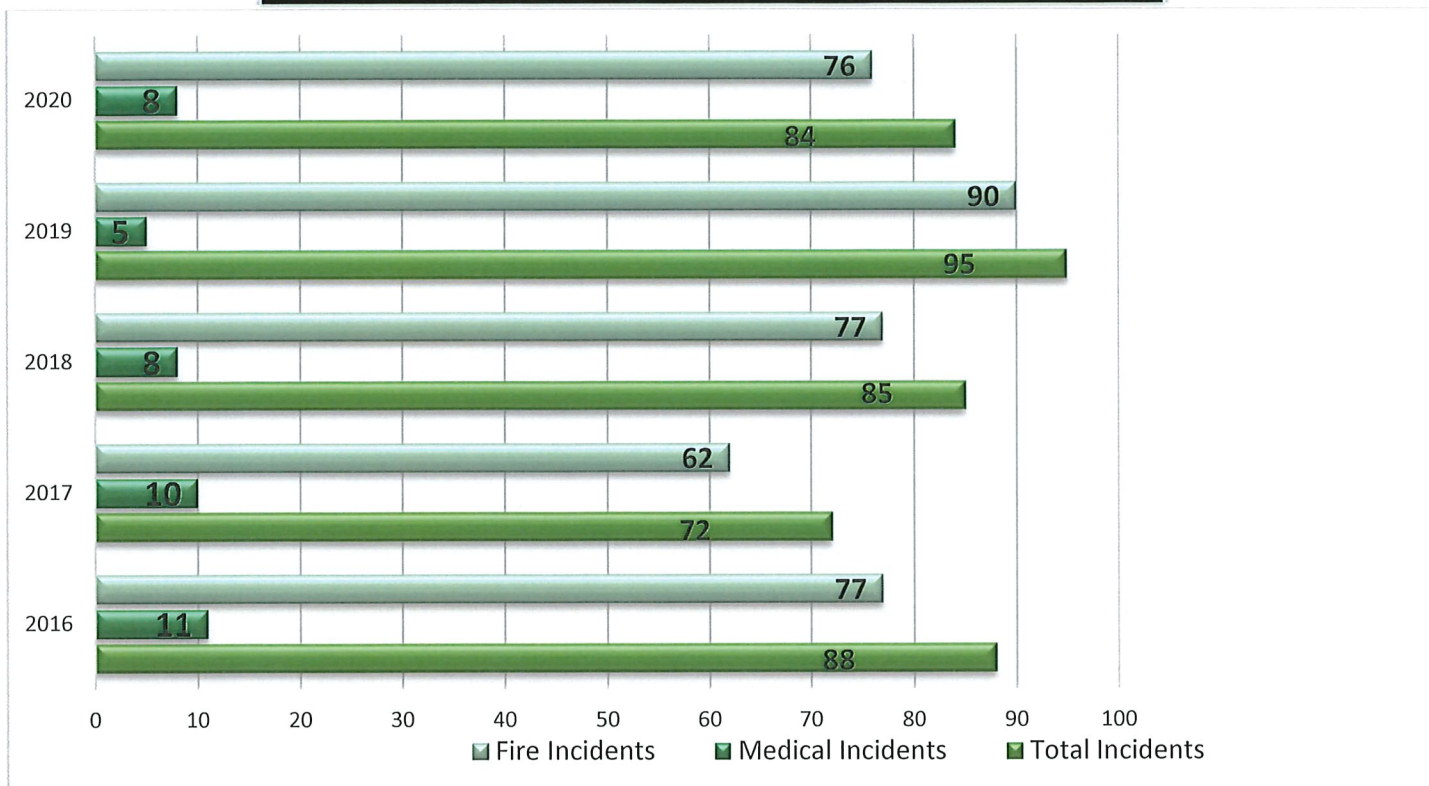


CITY OF STURGEON BAY

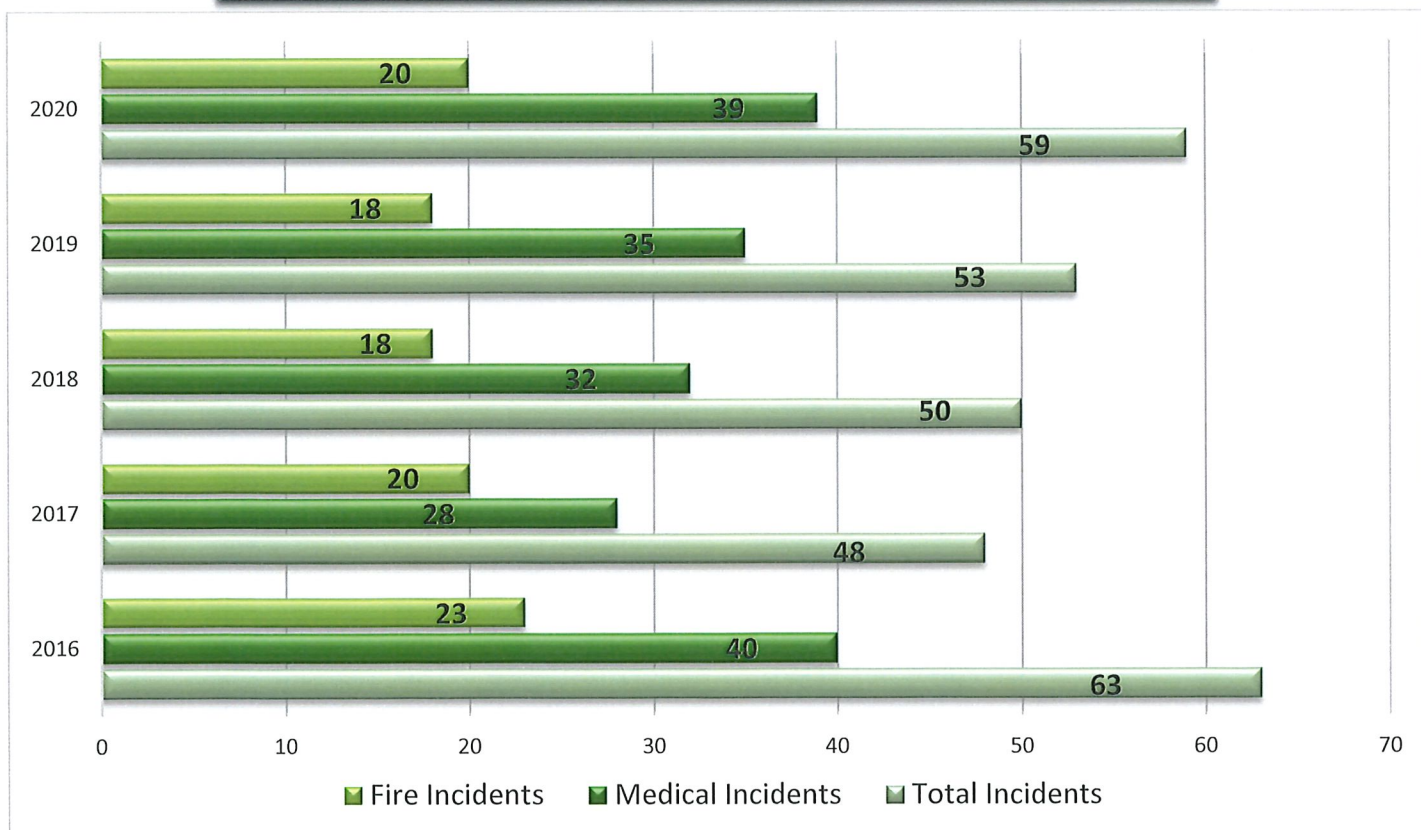


5 YEAR INCIDENT COMPARISON

TOWN OF SEVASTOPOL



TOWN OF STURGEON BAY



AGENCY OVERVIEW

Some primary services provided by the Sturgeon Bay Fire Department include:

- Fire Suppression
- Emergency Medical Responder Services, Tactical Medical/RTF
- Public Education/Community Risk Reduction/Community Service
- Fire Prevention (Inspection)
- Fire Investigation/Special Investigations
- Special Rescue (Marine, Technical)

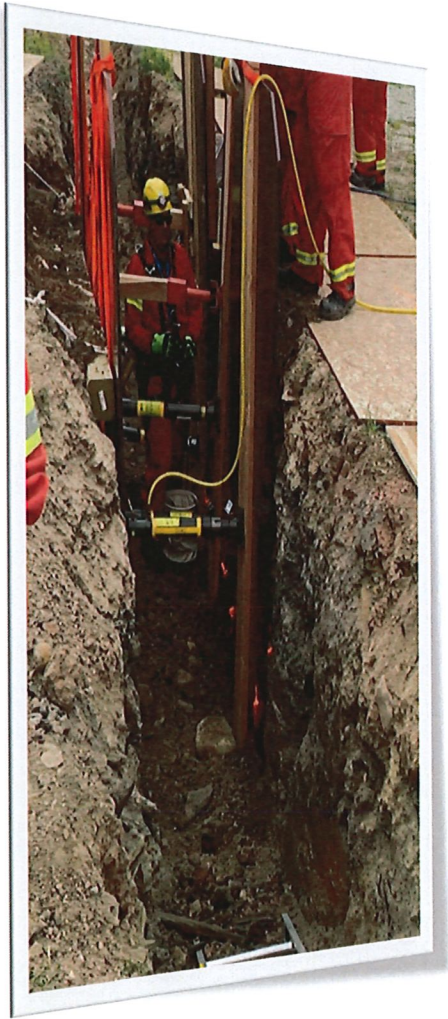
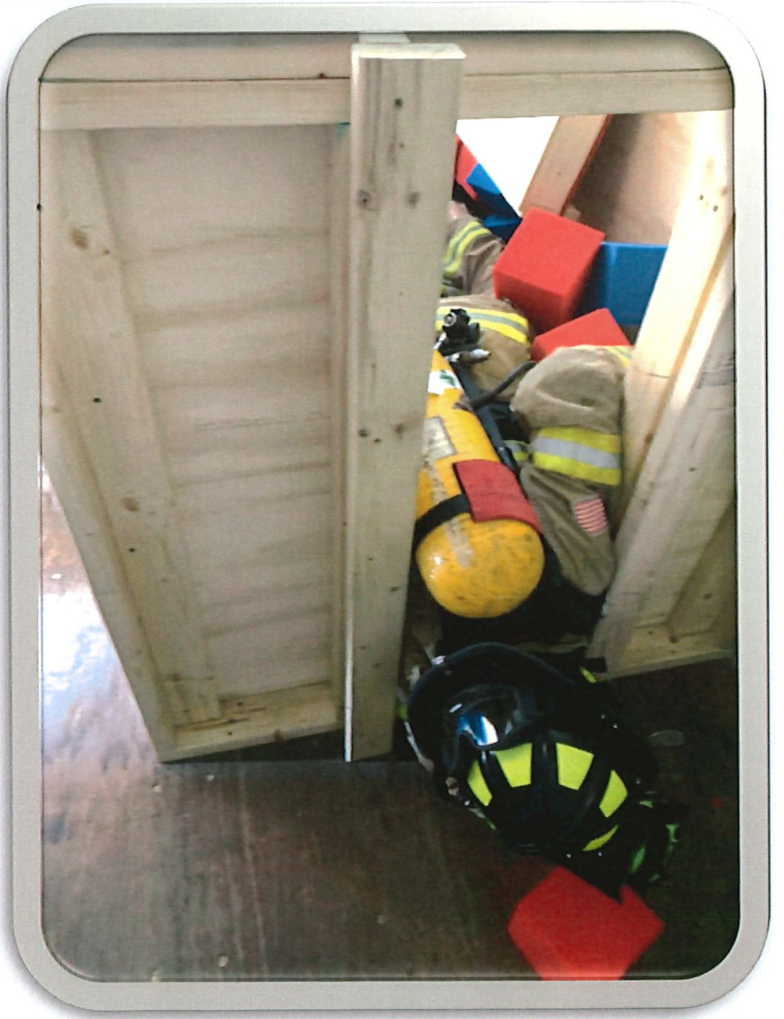




HONOR GUARD

- Sturgeon Bay Honor Guard is a combined Fire & Police Honor Guard
- Fire Department Honor Guard comprised of Full-time and Part-time Firefighters
- Attend Fallen Fighters Memorial
- Attend Wisconsin Fallen Firefighter Memorial
- Assist with local retiree funerals
- Participate in all Sturgeon Bay parades with colors
- Participate in community events posting and presenting colors





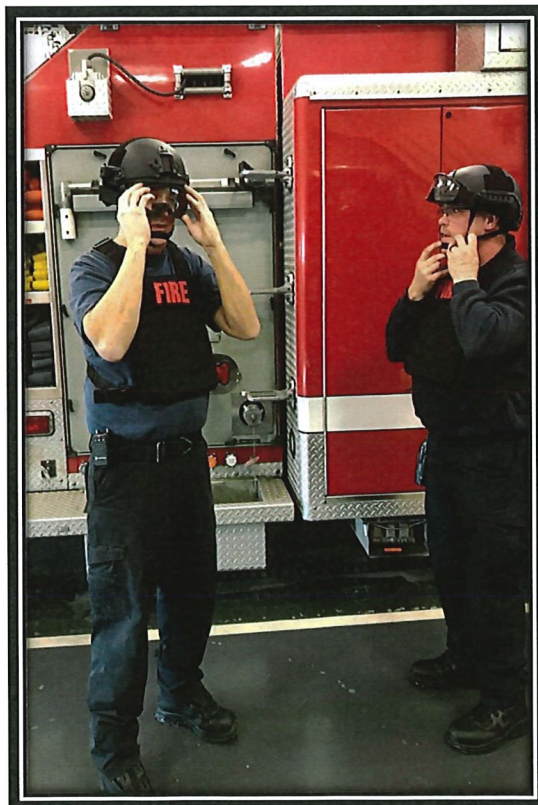
ICE & WATER RESCUE

- Sturgeon Bay Fire provides first response rescue capabilities for all types of ice & water related incidents.
- The Sturgeon Bay Fire Department Ice & Water Rescue Team also responds to emergencies assisting the Door County Dive Team as needed.
- Sturgeon Bay Fire Departments members are highly trained and utilize a variety of equipment some of which include a 27' Fire/Rescue boat, and a 12' rescue boat. The team is also supported by a drone housed out of station 1.
- Sturgeon Bay Fire Ice & Water rescue team works and trains with the United States Coast Guard and Wisconsin DNR on a regular basis



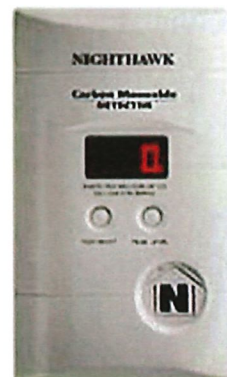
RESCUE TASK FORCE

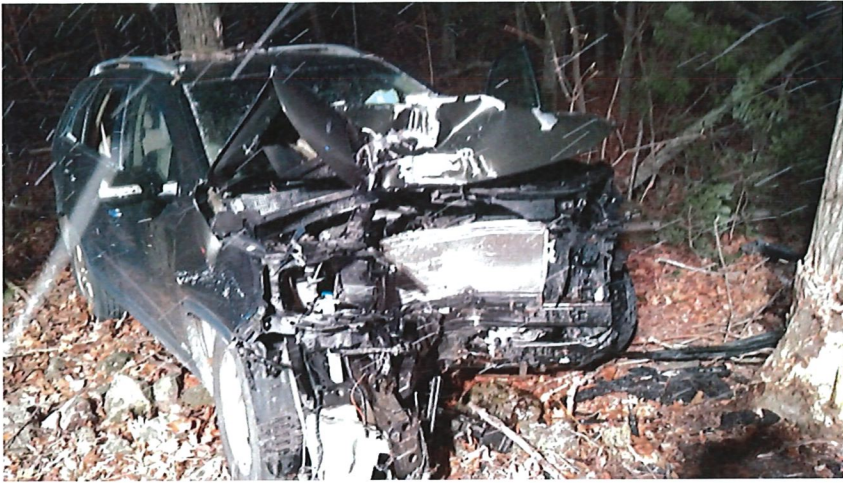
The Sturgeon Bay Fire Department's Rescue Task Force (RTF) is tasked with the responsibility of assisting with medical care during mass casualty acts of violence or other active threat situations. RTF Teams are comprised of specially trained Firefighters and Paramedics from Sturgeon Bay Fire Department and Door County Emergency Services. They are part of a work group of Firefighters and Paramedics that have the common goal of treating and rescuing victims from an active threat. RTF Teams are designed to operate in the "warm zone" of active threat situations, where they work in areas that are clear but not secure. As the law enforcement objectives of identify, confine, and eliminate threats are proceeding, RTF Teams can be provided a separate security detail and enter the area to provide wound care for victims. The RTF Team's main goal is to access, stabilize, and evacuate victims from these hostile environments.



Fire Prevention/Community Risk Reduction

- Educational programming through Fire Prevention provides data driven, fire and life safety information to our community.
- Examples of programming include: smoke alarm installation, carbon monoxide detector installation, home safety visits, preschool and grade school fire safety curriculum, and fire and home safety prevention programming for older adults.
- Community CPR Programs
- Fire extinguisher training including hands on use for commercial business and local civic groups

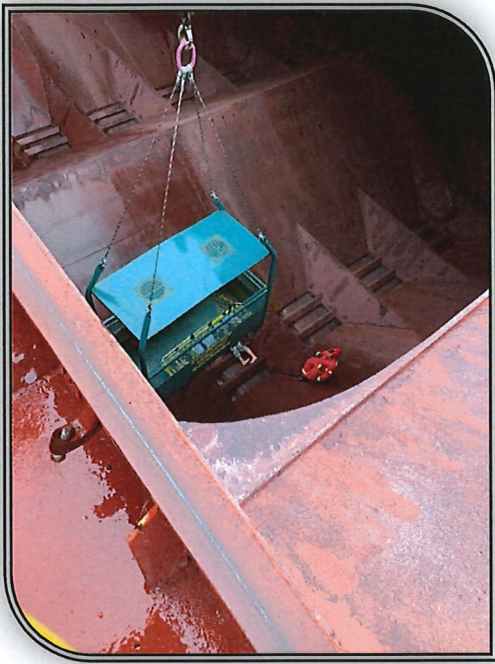




Community Outreach

- Sturgeon Bay Fire Department provides education and installation of Child Safety Seats by a Certified Technician. In 2020, working closely with Door County Public Health and Door County Medical Center, we installed 24 child seats.
- Sturgeon Bay Fire Department participates in Leader Dog Program, Girl Scout Cookie Program, YMCA health fair, Door/Kewaunee career day, job fairs, parades, local festivals, Red Cross community events, Safe Kids Day, and many other local events.







INVOICES DUE ON/BEFORE 03/02/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
LAW/LEGAL				
03950	DAVIS KUELTHAU	01/21 GENERAL LEGAL MATTERS	01-110-000-55010	6,094.00
16555	PINKERT LAW FIRM, LLP	01/21 TRAFFIC MATTERS	01-110-000-55010	3,926.25
16555		01/21 NUISANCE PROP-HORNER	01-110-000-55010	787.50
TOTAL				10,807.75
TOTAL LAW/LEGAL				10,807.75
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
17700		LABEL MAKER TAPE	01-120-000-51950	41.98
TOTAL				82.45
TOTAL ADMINISTRATION				82.45
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
CASHDRAW	CITY OF STURGEON BAY	HAND SANITIZER	01-155-000-54999	5.97
CASHDRAW		SUPPLIES	01-155-000-54999	7.99
TOTAL				22.76

INVOICES DUE ON/BEFORE 03/02/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
COVID-19				
COVID-19				
CASHDRAW	CITY OF STURGEON BAY	HAND SANITIZER	01-155-401-54999	8.38
CASHDRAW		BASKET	01-155-401-54999	2.11
TOTAL COVID-19				10.49
TOTAL ELECTIONS DEPARTMENT				33.25
CITY HALL				
03159	SPECTRUM	01/21 FIRE CABLE SVC	01-160-000-58999	143.03
19880	STURGEON BAY UTILITIES	421 MICHIGAN STREET	01-160-000-56150	2,136.98
19880		421 MICHIGAN STREET	01-160-000-58650	199.90
23730	WPS	02/21 421 MICHIGAN STREET	01-160-000-56600	1,953.78
WARNER	WARNER-WEXEL WHOLESAL &	FOAMING DISPENSER	01-160-000-51850	10.58
WARNER		FLOOR CONDITIONER	01-160-000-51850	38.83
TOTAL				4,483.10
TOTAL CITY HALL				4,483.10
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
CASHDRAW	CITY OF STURGEON BAY	POSTAGE DUE	01-199-000-57250	2.01
US BANK	US BANK EQUIPMENT FINANCE	02/21 FIRE COPIER W4572	01-199-000-55650	105.12
TOTAL				1,132.84
TOTAL GENERAL EXPENDITURES				1,132.84
POLICE DEPARTMENT				
02005	BAY ELECTRONICS, INC.	DOCKING STATION/SQUAD 30	01-200-000-55500	105.00
15890	PACK AND SHIP PLUS	SHIPPING/WI CRIME LAB 19009650	01-200-000-57250	12.59
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	ENVELOPES/BINDERS FOR C.A.R.T	01-200-000-51950	101.09
TOTAL				218.68
TOTAL POLICE DEPARTMENT				218.68
POLICE DEPARTMENT/PATROL				

INVOICES DUE ON/BEFORE 03/02/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
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
19880	STURGEON BAY UTILITIES	SUNSET PARK BT LAUNCH	01-215-000-56150	14.66
19880		110 S NEENAH AVE CAMERA	01-215-000-56150	10.34
19880		SHORECREST RD CAMERA	01-215-000-56150	9.48
21450	THE UNIFORM SHOPPE	UNIFORM SHIRT/SNOVER	01-215-000-52900	133.90
ADVANTAG	ADVANTAGE POLICE SUPPLY, INC	SURVIVAL ARMOR ACCESS/CRABB	01-215-000-52900	220.00
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		9,018.64
		TOTAL POLICE DEPARTMENT/PATROL		9,018.64
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
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
19880	STURGEON BAY UTILITIES	92 E MAPLE STREET	01-250-000-56675	6.22
19880		MARTIN PARK RESTROOM	01-250-000-56675	6.22
19880		421 MICHIGAN STREET	01-250-000-56675	133.25
19880		TRUCK FILL	01-250-000-56675	41.00
19880		MEM FLD WARMING HOUSE	01-250-000-56675	49.73
19880		CITY GARAGE	01-250-000-56675	49.73
19880		GARLAND PARK	01-250-000-56675	6.22
19880		SUNSET CONSN CNTR	01-250-000-56675	49.73
19880		FRANK GRASSE MEM SHELTER	01-250-000-56675	15.54
19880		OTUMBA PARK	01-250-000-56675	6.22
19880		WEST SIDE WARMING HOUSE	01-250-000-56675	6.22
19880		WEST SIDE FIRE STATION	01-250-000-56675	49.73
19880		WEST SIDE FIRE STATION	01-250-000-56150	137.19
19880		WEST SIDE FIRE STATION	01-250-000-58650	94.38
19880		36 S NEENAH AVE PAVILLION	01-250-000-56675	6.22
19880		38 S NEENAH AVE RESTROOM	01-250-000-56675	31.08

INVOICES DUE ON/BEFORE 03/02/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
19880		WEST SIDE BALLELD LIGHTS	01-250-000-56675	31.08
19880		FIRE TRAINING SITE	01-250-000-56675	6.22
19880		FIRE TRAINING SITE	01-250-000-56150	8.24
19880		212 W LOCUST CT	01-250-000-56675	6.22
19880		10 PENNSYLVANIA ST DOCK	01-250-000-56675	15.54
19880		1ST AVE MARINA/RESTROOM	01-250-000-56675	49.73
19880		CITY PKG RAMP	01-250-000-56675	6.22
19880		KENTUCKY ST CITY MARINA	01-250-000-56675	49.73
19880		SIGN SHED	01-250-000-56675	6.22
19880		CHERRY BLOSSOM PRK	01-250-000-56675	15.54
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		4,817.21
		TOTAL FIRE DEPARTMENT		4,817.21
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
MASTERCA	MASTERCARE CLEANING SERVICES &	STEEL	01-410-000-51400	430.00
MASTERCA		STEEL	01-410-000-51400	105.00
		TOTAL SNOW REMOVAL		15,759.54
		TOTAL SNOW REMOVAL		15,759.54
STREET MACHINERY				
01720	ARING EQUIPMENT COMPANY INC	WIPER BLADES	01-450-000-53000	43.64
02005	BAY ELECTRONICS, INC.	BATTERY	01-450-000-57550	49.00
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
06012		HARDWARE	01-450-000-53000	86.37
ADVAUTO	GENERAL PARTS DISTRIBUTION LLC	15W 40 GAL	01-450-000-52150	130.20

INVOICES DUE ON/BEFORE 03/02/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
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
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		3,942.26
		TOTAL STREET MACHINERY		3,942.26

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
19880	STURGEON BAY UTILITIES	SALT SHED	01-460-000-56150	8.24
19880		CITY GARAGE	01-460-000-56150	755.18
19880		CITY GARAGE	01-460-000-58650	91.47
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		1,926.01
		TOTAL CITY GARAGE		1,926.01

HIGHWAYS - GENERAL

19880	STURGEON BAY UTILITIES	808 S DULUTH AVE	01-499-000-58000	9.12
19880		1536 EGG HRBR RD TRFFC LITE	01-499-000-58000	20.97
19880		1025 N 14TH & EGG HRBR RD	01-499-000-58000	27.47
19880		2 TRFFC WARNING LIGHTS	01-499-000-58000	5.50
19880		MADISON AVE TRFFC LIGHTS	01-499-000-58000	122.32
19880		342 ORNAMENTAL LIGHTS	01-499-000-58000	3,886.66
19880		595 OVERHEAD STREET LIGHTS	01-499-000-58000	6,774.12
19880		S LANSING & W WALNUT SIGN	01-499-000-58000	7.58
19880		EAST SIDE DOCK	01-499-000-58000	35.69
19880		OLD HWY RD SIGN	01-499-000-58000	8.24
		TOTAL		10,897.67
		TOTAL HIGHWAYS - GENERAL		10,897.67

PARK & RECREATION ADMIN

03133	CELLCOM WISCONSIN RSA 10	01/21 MIKE CELL SVC	01-500-000-58250	36.38
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INVOICES DUE ON/BEFORE 03/02/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
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
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	OFFICE SUPPLIES	01-500-000-51950	33.34
PULSE	PENINSULA PULSE	ADVERTISING	01-500-000-57450	107.64
TOTAL				394.98
TOTAL PARK & RECREATION ADMIN				394.98

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
19880	STURGEON BAY UTILITIES	349 MICHIAN ST CHARGING STATN	01-510-000-56150	16.85
19880		MARTIN PARK PAVILLION	01-510-000-56150	8.24
19880		MARTIN PARK RESTROOM	01-510-000-58650	8.00
19880		MEM FLD WARMING HOUSE	01-510-000-51650	76.14
19880		MEM FLD WARMING HOUSE	01-510-000-58650	344.86
19880		GARLAND PARK	01-510-000-56150	8.24
19880		GARLAND PARK	01-510-000-58650	8.00
19880		SUNSET CONSN CNTR	01-510-000-56150	154.46
19880		SUNSET CONSN CNTR	01-510-000-58650	52.16
19880		FRANK GRASSE MEM SHELTER	01-510-000-56150	15.12
19880		FRANK GRASSE MEM SHELTER	01-510-000-58650	11.40
19880		OTUMBA PARK	01-510-000-56150	8.24
19880		OTUMBA PARK	01-510-000-58650	8.00
19880		WEST SIDE WARMING HOUSE	01-510-000-56150	15.45
19880		WEST SIDE WARMING HOUSE	01-510-000-58650	8.00
19880		JAYCEE BALLFLD STAND	01-510-000-56150	8.24
19880		220 N 3RD AVE POWER PANEL	01-510-000-56150	20.00
19880		421 MICHIGAN ST FLAG LIGHT	01-510-000-56150	26.52
19880		MEM FLD PKG LOT	01-510-000-56150	32.36
19880		WEST SIDE BALLFLD LIGHTS	01-510-000-58650	18.00
19880		MEM FLD COMPLEX	01-510-000-56150	39.37
19880		OTUMBA PRK WALKWAY	01-510-000-56150	13.21
19880		SIGN SHED	01-510-000-56150	51.20
19880		SIGN SHED	01-510-000-58650	8.00
19880		CHERRY BLOSSOM PRK	01-510-000-56150	8.24
19880		CHERRY BLOSSOM PRK	01-510-000-58650	11.40
ADVAUTO	GENERAL PARTS DISTRIBUTION LLC	WIPER BLADES	01-510-000-53000	36.16
ADVAUTO		ADHESIVE/MOLDING TAPE	01-510-000-53000	53.92
TOTAL				1,555.51
TOTAL PARKS AND PLAYGROUNDS				1,555.51

MUNICIPAL DOCKS

19880	STURGEON BAY UTILITIES	36 S NEENAH AVE PKG LOT LITES	01-550-000-56150	94.08
19880		36 S NEENAH AVE PAVILLION	01-550-000-56150	15.04
19880		36 S NEENAH AVE PAVILLION	01-550-000-58650	8.00
19880		38 S NEENAH AVE RESTROOM	01-550-000-56150	50.27

INVOICES DUE ON/BEFORE 03/02/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
19880		38 S NEENAH AVE RESTROOM	01-550-000-58650	18.00
		TOTAL		185.39
		TOTAL MUNICIPAL DOCKS		185.39
WATERFRONT PARKS & WALKWAYS				
19880	STURGEON BAY UTILITIES	DC MUSEUM WALKWAY	01-570-000-56150	8.34
19880		DC MUSEUM PKGLOT	01-570-000-56150	103.67
19880		JUNIPER ST WALKWAY LTS	01-570-000-56150	77.70
19880		JUNIPER ST PKING LOT	01-570-000-56150	56.25
19880		10 PENNSYLVANIA ST DOCK	01-570-000-58650	11.40
19880		48 KENTUCKY ST WTRFRNT	01-570-000-56150	112.06
19880		1ST AVE MARINA/RESTROOM	01-570-000-56150	292.61
19880		1ST AVE MARINA/RESTROOM	01-570-000-58650	51.40
19880		CITY PKG RAMP	01-570-000-56150	228.82
19880		KENTUCKY ST CITY MARINA	01-570-000-58650	27.00
		TOTAL		969.25
		TOTAL WATERFRONT PARKS & WALKWAYS		969.25
		TOTAL GENERAL FUND		75,646.70
CAPITAL FUND				
CITY HALL				
EXPENSE				
AAA ASBE	AAA ASBESTOS	ASBESTOS ABATEMENT/212 LOCUST	10-160-000-59143	2,545.00
BTGEROLD	BT GEROLD STRUCTURAL ENG. LLC	DPW WINDOW LINTEL CALCULATIONS	10-160-000-59040	500.00
		TOTAL EXPENSE		3,045.00
		TOTAL CITY HALL		3,045.00
ROADWAYS/STREETS				
ROADWAYS/STREETS				
R0000421	WI DEPT OF TRANSPORTATION	STMT OF MISC CHARGES	10-400-000-59200	7,466.98
		TOTAL ROADWAYS/STREETS		7,466.98
		TOTAL ROADWAYS/STREETS		7,466.98
		TOTAL CAPITAL FUND		10,511.98
CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
02975	CAMERA CORNER	HD SDI CABLE	21-000-000-59070	89.99
MANN	MANN COMMUNICATIONS, LLC	03.02.21 CONTRACT	21-000-000-55015	5,205.83
		TOTAL CABLE TV / GENERAL		5,295.82

INVOICES DUE ON/BEFORE 03/02/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CABLE TV				
	CABLE TV / GENERAL			
	CABLE TV / GENERAL			
		TOTAL CABLE TV / GENERAL		5,295.82
		TOTAL CABLE TV		5,295.82
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
JX ENT	JX ENTERPRISES, INC.	BLOWER MOTOR & WHEEL	60-000-000-53000	100.97
JX ENT		RESISTOR	60-000-000-53000	20.93
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		5,146.88
		TOTAL SOLID WASTE ENTERPRISE FUND		5,146.88
		TOTAL SOLID WASTE ENTERPRISE		5,146.88
COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
19880	STURGEON BAY UTILITIES	92 E MAPLE STREET	64-000-000-58999	2.00
19880		MARTIN PARK RESTROOM	64-000-000-58999	2.00
19880		421 MICHIGAN STREET	64-000-000-58999	10.00
19880		MEM FLD WARMING HOUSE	64-000-000-58999	6.00
19880		CITY GARAGE	64-000-000-58999	6.00
19880		GARLAND PARK	64-000-000-58999	2.00
19880		SUNSET CONSN CNTR	64-000-000-58999	6.00

INVOICES DUE ON/BEFORE 03/02/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
19880		FRANK GRASSE MEM SHELTER	64-000-000-58999	2.00
19880		OTUMBA PARK	64-000-000-58999	2.00
19880		WEST SIDE WARMING HOUSE	64-000-000-58999	2.00
19880		WEST SIDE FIRE STATION	64-000-000-58999	6.00
19880		36 S NEENAH AVE PAVILLION	64-000-000-58999	2.00
19880		38 S NEENAH AVE RESTROOM	64-000-000-58999	4.00
19880		WEST SIDE BALLFLD LIGHTS	64-000-000-58999	4.00
19880		COMPOST SITE	64-000-000-56150	8.24
19880		FIRE TRAINING SITE	64-000-000-58999	2.00
19880		212 W LOCUST CT	64-000-000-58999	2.00
19880		10 PENNSYLVANIA ST DOCK	64-000-000-58999	2.00
19880		1ST AVE MARINA/RESTROOM	64-000-000-58999	6.00
19880		CITY PKG RAMP	64-000-000-58999	2.00
19880		KENTUCKY ST CITY MARINA	64-000-000-58999	6.00
19880		SIGN SHED	64-000-000-58999	2.00
19880		CHERRY BLOSSOM PRK	64-000-000-58999	2.00
TOTAL COMPOST SITE ENTERPRISE FUND				88.24
TOTAL COMPOST SITE ENTERPRISE FUND				88.24
TOTAL COMPOST SITE ENTERPRISE FUND				88.24
TOTAL ALL FUNDS				153,395.47

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	\$ 4,314,043.12
02/17/21	
Check # 88356	
02/21 Tax Settlement	
01-000-000-24610	
SOUTHERN DOOR SCHOOL DISTRICT	\$ 415.34
02/19/21	
Check # 88357	
11/20 & 12/20 Mobile Home Tax Payment	
01-000-000-41300	
STURGEON BAY SCHOOL DISTRICT	\$ 4,076.30
02/19/21	
Check # 88358	
01/21 Mobile Home Tax Payment	
01-000-000-41300	
SUN LIFE INSURANCE	\$1,927.16
02/19/21	
Check # 88359	
03/21 Short/Long Term Disability	
01-000-000-21545	
TOTAL MANUAL CHECKS	\$6,615,059.34

INVOICES DUE ON/BEFORE 03/02/2021

VENDOR # NAME ITEM DESCRIPTION ACCOUNT # AMOUNT DUE

SUMMARY OF FUNDS:

GENERAL FUND	75,846.70	6,690,706.04
CAPITAL FUND	10,511.98	
CABLE TV	5,295.82	
TID #2 DISTRICT	56,705.85	
SOLID WASTE ENTERPRISE	5,146.88	
COMPOST SITE ENTERPRISE FUND	88.24	
TOTAL --- ALL FUNDS	153,395.47	6,768,454.81

Debra Bacon Feb 23 2021
Dan Wilk 2/23/2021

COMMON COUNCIL
February 16, 2021

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

Williams/Gustafson to adopt agenda. Carried.

No one spoke during public comment.

Bacon/Wiederanders to approve following bills: General Fund - \$354,830.47, Capital Fund - \$5,740.78, Cable TV - \$2,184.71, TID #4 - \$4,005.30, Solid Waste Enterprise Fund - \$15,547.56 for a grand total of \$382,308.82. Roll call: All voted aye. Carried.

Reeths/Bacon to approve consent agenda:

- a. Approval of 2/2/21 regular Common Council minutes.
- b. Place the following minutes on file:
 - (1) Community Protection & Services Committee – 1/7/21
 - (2) City Plan Commission – 1/20/21
 - (3) Finance/Purchasing & Building Committee – 1/26/21
 - (4) Parking & Traffic Committee – 1/26/21
- c. Consideration of: Approval of beverage operator license.
- d. Community Protection & Services Committee recommendation re: Approve amendments to Section 6.18 of the Fire Prevention Code related to variances, as presented.
- e. Finance/Purchasing & Building Committee recommendation re: Approve quote with APEX Safety & Compliance for \$14,300 for one year of occupational safety training and support.
- f. Finance/Purchasing & Building Committee recommendation re: Approve requesting an invoice and payment to Charter Communications in the amount of \$25,800 for extension of cable services to Canal Lane; contingent upon all Canal Lane property owners signing repayment agreements.

Carried.

There were no mayoral appointments.

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the resolution delaying the payment for the fee for Combination Class B Beer and Liquor licenses into three installments for the 2021-2022 license year.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

Introduced by Bacon. Bacon/Williams to adopt. Carried.

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to waive the sidewalk café permit fee for 2021.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

Introduced by Bacon. Bacon/Gustafson to adopt. Carried.

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to support going forward with the room tax increase from 5.5% to 8%, the 70/30% revenue allocations and not to support the permit fees.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

Introduced by Bacon. Bacon/Wiederanders to adopt. David Elliot, Town Chair of Baileys Harbor and a member of the Tourism Zone Commission addressed the Council and summarized the room tax increase proposal. A lengthy discussion took place regarding the history of room tax in Door County, the Tourism Zone Commission's role in the administration and collection of the room tax and the conclusions from a UW-Whitewater study regarding the increase of room tax and its effect on lodging and overall tourism. Further discussion took place regarding the different towns and villages in Door County and the status of whether or not they agree with the room tax increase. The Council members asked questions of Mr. Elliott for more information and clarification, the impact and involvement of the innkeepers in Door County and the role of the Tourism Zone Commission if a room tax increase does not happen. Reeths/Statz to postpone this recommendation until the March 2, 2021 council meeting. It was noted that the Council would like the following documents: Draft resolution, UW -Whitewater study and findings, and the letter from Destination Door County. Carried.

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to enter into an annexation agreement with Fox Valley Storage, Inc. based on the eight parameters outlined in the draft agreement presented.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

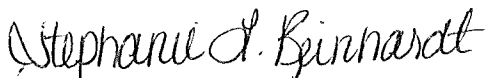
Introduced by Bacon. Bacon/Williams to adopt. Carried.

City Administrator VanLieshout gave his report.

Mayor Ward gave his report.

Nault/Bacon to adjourn. Carried. The meeting adjourned at 7:37 p.m.

Respectfully submitted,



Stephanie L. Reinhardt
City Clerk/HR Director

FINANCE/PURCHASING & BUILDING COMMITTEE
February 9, 2021

A meeting of the Finance/Purchasing & Building Committee was called to order at 4:00 pm by Chairperson Bacon in the Council Chambers, City Hall. Roll call: Alderpersons Bacon, Wiederanders and Williams were present. Ald. Wiederanders appeared by zoom and Alders. Bacon and Williams appeared in person. Also present: City Treasurer/Finance Director Clarizio, Municipal Services Director Barker, Community Development Director Olejniczak, City Clerk Reinhardt, Fire Chief Dietman and Office Accounting Assistant II Metzger.

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

1. Roll call.
2. Adoption of agenda.
3. Public comment on agenda items and other issues related to finance & purchasing.
4. Consideration of: Price Adjustment of Large Item Pick Up Fees.
5. Consideration of: Bid Award for Hot Water Pressure Washer.
6. Consideration of: Ice Age Trail Alliance Memorandum of Understanding
7. Consideration of: Revised Intergovernmental Agreement for Joint City-County Revolving Loan Fund.
8. Consideration of: Cable Installation Pricing-Canal Lane.
9. Consideration of: Apex Safety and Compliance Quote for Delivery of Occupational Safety Training and Support.
10. Review bills.
11. Adjourn.

Carried.

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

Consideration of: Price Adjustment of Large Item Pick Up Fees

Municipal Services Director Barker proposed increasing the large item collection fees to bring more in line with what the City is charged for disposal at the transfer station. He noted that it's more expensive to dispose of brush at \$35 that it is to dispose of a refrigerator. His proposal is to increase the standard \$35 brush collection fee by 10% then add that to the transfer station fees charged to the City. The increase will help offset staff labor costs and costs of the large item disposal.

Moved by Alderperson Wiederanders, seconded by Alderperson Williams to forward a resolution to Common Council to approve the increase of fees as follows:

<u>Type</u>	<u>Proposed Fee</u>
Items Containing Freon	\$53.50
TV's & Monitors up to 27"	\$37.50
TV's 28" – 35"	\$48.50
TV's 36" and Larger	\$70.50
Smaller Electronics Less than 20lbs	\$35.00
Larger Electronics greater than 20lbs	\$43.50 Carried.

Consideration of: Bid Award for Hot Water Pressure Washer:

Municipal Services Director Barker presented the following 2 bids received for the purchase of a hot water pressure washer system. The 2021 capital budget allocated \$15,000 for the purchase. He stated the Power Wash Store as the lowest bid was still over budget by \$1,543.79 but anticipates covering the overage from excess funds in the capital budget as other bid items are purchased.

Power Wash Store Milwaukee	Hotsy Cleaning Systems
Largo MDL HD6800-3	Hotsy
\$16,543.79	\$18,135

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to approve the purchase of a Largo HD6800-3 system from the Power Wash Store Milwaukee in the amount of \$16,543.79. Carried.

Consideration of: Ice Age Trail Alliance Memorandum of Understanding:

City Treasurer/Finance Director Clarizio advised the Committee that the Council approved the \$2,500 Ice Age Trail Alliance Trail Community Fee in 2020. The memorandum is a step towards an agreement. The City is tasked with some of the trail marketing which Destination Sturgeon Bay will handle.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to approve the memorandum of understanding between the Ice Age Trail Alliance and the City of Sturgeon Bay as presented. Carried.

Consideration of: Revised Intergovernmental Agreement for Joint City-County Revolving Loan Fund:

Community Development Director Olejniczak explained that last year the Council approved an agreement with the County to operate a joint City-County Revolving Loan Fund. The original agreement was contingent on the use of the County's RLF balance for the West Side School affordable housing project. This project did not happen because the developer was not awarded their tax credits therefore the original agreement is no longer in effect. He stated the County and City have drafted a revised intergovernmental agreement reworking the West Side School by removing the ballfield and tax credits. The City will no longer be obligated to contribute \$850,000 to the RLF from the sale of the West Side ballfield. The County would still contribute its \$1.4 Million in CDBG funds to the affordable housing project.

Moved by Alderperson Wiederanders, seconded by Alderperson Williams to recommend to Common Council to approve the intergovernmental agreement as drafted for the Joint City-County Revolving Loan Fund. Carried.

Consideration of: Cable Installation Pricing- Canal Lane.

City Treasurer/Finance Director Clarizio stated that the cost from Charter to install wired high speed internet service to the Canal Lane neighborhood is \$25,800. In addition, the City has incurred legal fees and staff time bringing the approximate cost of the project to \$30,000. The property owners will be assessed for the project costs but proceeding forward is contingent upon receiving signed agreements from all property owners.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to approve requesting an invoice and payment to Charter Communications in the amount of \$25,800 for extension of cable services to Canal Lane; contingent upon all Canal Lane property owners signing the repayment agreements. Carried.

Consideration of: Apex Safety and Compliance Quote for Delivery of Occupational Safety Training and Support:

City Clerk Reinhardt informed the Committee that the City has contracted with MEUW for safety training services, partnering with the Sturgeon Bay Utilities each receiving 2 days of training per month. MEUW has worked well for a long time but they have been struggling to provide a safety coordinator for this region for the past few years. She stated that Chief Dietman brought forward Apex, as the department utilizes the company for their specialized training. According to their quote, Apex provides a lot of the training online with some in person. Some training will be provided in house. This will allow the City to get back on track with training, a record keeping system and the benefit of more than one person that can service the City. The quote falls within in the expense budgeted 2021 budgeted.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to approve the quote from APEX Safety & Compliance in the amount of \$14,300 for 1 year of occupational safety training and support for the City of Sturgeon Bay. Carried.

Review bills

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

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to adjourn. Carried. The meeting 4:24pm.

Respectfully submitted,



Tricia Metzger

CITY PLAN COMMISSION
February 17, 2021

A meeting of the City Plan Commission was called to order at 6:01 p.m. by Chairperson David Ward in the Council Chambers, City Hall, 421 Michigan Street.

Roll call: Members David Ward, Kisten Reeths, Helen Bacon, Jeff Norland, Mark Holey, Dennis Statz and Debbie Kiedrowski were present. Also present were Alderperson Gustafson, Alderperson Nault, City Administrator Josh VanLieshout, Community Development Director Marty Olejniczak, Planner/Zoning Administrator Chris Sullivan-Robinson and Deputy Clerk/Treasurer Laurie Spittlemeister.

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

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from January 20, 2021.
4. Public comment on non-agenda Plan Commission related items.
5. Conditional use request from Susan Hartzell to allow an outdoor miniature golf course facility to be located at parcel #281-66-12003301C:
 - a. Presentation:
 - b. Public hearing:
 - c. Consideration of:
6. Consideration of: Conceptual PUD Review for Northpointe Development to allow the construction of a 53-unit apartment building located at 92 E Maple Street; Parcel #281-1210080101B.
7. Consideration of: Initial Presentation to rezone various properties from I-2 to C-2 within the downtown area.
8. Consideration of: Restructuring Permitted and Conditional Uses within the Sturgeon Bay Zoning Code.
9. Adjourn.

All ayes. Carried.

Approval of minutes from January 20, 2021: Moved by Mr. Holey, seconded by Mr. Statz to approve the minutes from January 20, 2021. All ayes. Carried.

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

Conditional use request from Susan Hartzell to allow an outdoor miniature golf course facility to be located at parcel #281-66-12003301C:

Presentation: Mr. Olejniczak explained the conditional use process for miniature golf facility.

Susan Hartzell, 817 Superior Street, would like to offer another option in Sturgeon Bay for family activities that is cost effective. Ms. Hartzell has been interested in starting a miniature golf facility for the past 15 years, however finding a reasonable yet highly visible lot was difficult to find in Sturgeon Bay. The operations of the 18-hole miniature

golf course would be seasonal from May to October, with operation hours from 10 a.m. to 10 p.m. seven days a week. She would be there full time and intends to have 2 part time employees. The proposed building will include a club house, concessions area, 2 ADA compliant bathrooms, office and room to house cleaning supplies and small outdoor equipment. The lighting on the course would be downward facing. The lighting by the highway would be lit during hours of operation. The project includes 28 parking spaces, which should be adequate and done in a pleasing manner.

Mr. Norland inquired what materials will be used for the clubhouse siding. Ms. Hartzell replied the clubhouse would have a shed roof with metal siding, but will not have an industrial look. The new size of the clubhouse is 24' x 16'. Outside the clubhouse, there are plans to have picnic tables with umbrellas.

In regards to the ATC easement, the height of structures on the property would not interfere. Outside of the clubhouse and required trees for parking lot, the tallest feature on the course would be the lighthouse at the height of 14 feet.

Public Hearing: Mayor Ward opened the public hearing at 6:18 p.m.

Michelle Stimpson, with Lexington Management and owner of Harbor Winds and Harbor Ridge complexes. Ms. Stimpson is concerned for the 112 residents making their home in the area. If the mini golf course were to be approved, the residents would have to deal with current traffic, in addition to transient traffic from the mini golf course. Further concerns are customers not being able to park in the parking lot if they are pulling a camper or boat. With summer months of operation, noise may be an issue if windows are left open. If the golf course is not successful, Ms. Stimpson fears that property maintenance may become an issue.

Patrick Markham, N8260 Boucher Rd, Luxemburg, owns property off of Vibernum St. He stated the property at the proposed site for the golf course has been for sale for a while. Because of the utility easement, there are not a lot of options for this parcel. He is in favor of the project.

Spencer Gustafson, 445 S Grant Ave, Apt 8, is in favor of the project. Many people, including day cares, are looking for things to do. Upon sharing with others, most of the people like the idea. The noise should not be an issue, as there is a noise ordinance that would curb that. Noise level would be similar to living near a park.

Ms. Spittlemeister read two letters with no opinion on the miniature golf course from:

Jennelynn Samante, no address given, traffic concerns.

Paul Anschutz, 221 N 6th Avenue, Letter stated that the City should extend Grant Avenue to Sawyer Drive to satisfy the agreement between the City of Sturgeon Bay and WI DOT.

Six letters were read in opposition from:

Joan Berg, Grant Avenue resident

Gary Grahl, resident of Harbor Winds apartment

Catherine Vandertie, resident of Harbor Winds apartment

Kirsten Kozlowski, resident of Harbor Ridge apartment

Shelly Lau, resident of Harbor Ridge apartment
Joanne Kurowski, resident of Harbor Ridge apartment

Public hearing was declared closed at 6:38 p.m.

Consideration of: Mr. Olejniczak stated that at the time when the development started in that area, the WI DOT required a road be extended through from Grant Avenue to Sawyer Drive. The property to accomplish extension of that road was owned by the developer. Since then, that developer went bankrupt and properties were sold to third parties. The person who has purchased the property does not want to sell for the City to extend road from Grant Avenue to Sawyer Drive. The City may need to take steps for eminent domain. The City plans to acquire property in 2021 and will place in the road budget the following year. Sidewalk is not needed until Grant Avenue connects to Sawyer Drive.

Ms. Bacon inquired if ATC would be in favor of the development. Mr. Sullivan-Robinson replied ATC would be in favor if the building is distanced far enough from lines and utility poles. Ms. Hartzell is currently working with Baudhuin Surveying & Engineering to come up with a solution.

Moved by Mr. Statz, seconded by Ms. Kiedrowski to approve the conditional use application from Susan Hartzell to allow an outdoor miniature golf course facility to be located at parcel #281-66-12003301C subject to the following conditions:

1. The applicant must provide written approval for the layout from the American Transmission Company.
2. Lighting must be night sky friendly and contained within the property via recessed fixtures or fixture shields.

Carried.

Consideration of: Conceptual PUD Review for Northpointe Development to allow the construction of a 53-unit apartment building located at 92 E Maple Street; Parcel #281-1210080101B: Mr. Olejniczak explained Northpointe Development Corp was selected through the RFP process by Plan Commission and Common Council as potential developer of Site A within the West Waterfront Redevelopment Area. If approved, the Common Council will enter into a development agreement to sell the property and Plan Commission and Council will need to approve the development. Northpointe Development is seeking permission to follow the combined preliminary/final PUD procedures for the next phase of the PUD process.

Andy Dumke, agent for Northpointe Development Corp appeared via zoom. Mr. Dumke stated that the project is 53 units in which they maximized views for each apartment.

Jonathon Brinkley, 29 E Division Street, Fond du lac, is the architect for the project also appeared via zoom. The driveway for the project will enter from Maple Street's highest point of the site. The building is very close to the lot line next the granary and other lot, which will provide addition parking next to the building. Recessed balconies will break up the building exterior and the facility will have a community room on the fourth floor.

Mr. Sullivan-Robinson explained that parking on site of one to one was not enough. There are 12 spaces that will be leased from Greystone Castle. Mr. Olejniczak

continued that there would be an additional 46 stalls offsite by the granary that is under the public doctrine that cannot be leased for private use and which could also be used by the public. An option of purchasing a lot across Maple Street was also suggested, however tenants would then have to cross a busy street.

Moved by Mayor Ward, seconded by Mr. Holey to approve conceptual PUD review for Northpointe Development and allow the combined preliminary/final PUD procedures for the next phase of the PUD process. Carried.

A recess was taken from 7:35 p.m. to 7:42 p.m.

Consideration of: Initial Presentation to rezone various properties from I-2 to C-2 within the downtown area. Mr. Sullivan-Robinson started the discussion to initiate rezoning properties within the downtown area from Heavy Industrial (I-2) to Central Business District (C-2). To date, one property owner does not want their property to be rezoned and another is keeping neutral during the process. Most of the properties with buildings are currently zoned incorrectly. Staff is looking for additional feedback from commissioners.

Mr. Olejniczak explained the two undeveloped lots in the shipyard area were originally part of a PUD. These lots may make sense to be rezoned to Single-Family Residential (R-2) or Multiple-Family Residential (R-4).

Consensus from the Commission members to rezone the 2 undeveloped parcels in the shipyard area to R-4 with the remaining 11 parcels to C-2 and move forward with a public hearing

Consideration of: Restructuring Permitted and Conditional Uses within the Sturgeon Bay Zoning Code. Mr. Sullivan-Robinson explained that by restructuring the permitted and conditional uses within the zoning code, it will be more user friendly for staff and users. The three different charts are Residential, Agriculture & Conservancy Districts, Commercial District and Industrial Districts. He suggested changes can be made to condense categories within those districts, combine or eliminate. Currently, all of these uses are within our codes, but not located in one area.

Commission members were asked to review the charts and make recommendations for changes to discuss at the next meeting.

No action was needed.

Adjourn: Moved by Mr. Norland, seconded by Mr. Holey to adjourn. All ayes. Carried. Meeting adjourned at 8:05 p.m.

Respectfully submitted,



Laurie A. Spittlemeister
Deputy Clerk/Treasurer

CITY OF STURGEON BAY
INSPECTION DEPARTMENT

January 31, 2021

THE FOLLOWING IS THE MONTHLY SUMMARY OF THE ACTIVITIES OF THE INSPECTION DEPARTMENT FOR THE MONTH OF JANUARY, 2021

January-21	YEAR TO DATE		January-21	YEAR TO DATE
1	1	ONE FAMILY DWELLINGS	261,000	261,000
0	0	TWO FAMILY DWELLINGS	-----	-----
0	0	MULTIPLE FAMILY DWELLINGS	-----	-----
0	0	MANUFACTURED HOME	-----	-----
0	0	C.B.R.F.	-----	-----
0	0	RESIDENTIAL ADDITIONS	-----	-----
3	3	RESIDENTIAL ALTERATIONS	82,200	82,200
0	0	RESIDENTIAL GARAGES/CARPORTS	-----	-----
0	0	RESIDENTIAL GARAGE ADDITIONS & ALTERATIONS	-----	-----
0	0	RESIDENTIAL STORAGE BUILDINGS	-----	-----
1	1	RESIDENTIAL SWIMMING POOLS	58,500	58,500
0	0	NON-RESIDENTIAL SWIMMING POOLS	-----	-----
0	0	NEW COMMERCIAL BUILDINGS	-----	-----
0	0	NON-RESIDENTIAL ADDITIONS	-----	-----
2	2	NON-RESIDENTIAL ALTERATIONS	204,053	204,053
0	0	MUNICIPAL BUILDINGS	-----	-----
0	0	WAREHOUSES	-----	-----
0	0	FACTORY & SHOP	-----	-----
0	0	COMMUNICATION TOWER	-----	-----
0	0	SUBSTATION	-----	-----
0	0	AGRICULTURAL BUILDINGS	-----	-----
7	7	TOTAL ESTIMATED COST OF CONSTRUCTION	\$605,753	\$605,753
January-21	YEAR TO DATE	TOTAL PERMITS ISSUED	January-21	YEAR TO DATE
7	7	BUILDING PERMITS	842	842
10	10	ELECTRICAL PERMITS	719	719
10	10	PLUMBING PERMITS	4,093	4,093
5	5	HEATING PERMITS	403	403
20	20	SIGN PERMITS	600	600
1	1	MISCELLANEOUS PERMITS	25	25
0	0	SUMP PUMP PERMITS	-----	-----
0	0	REINSPECTION FEE	-----	-----
0	0	EARLY STARTS	-----	-----
1	1	EROSION CONTROL	100	100
0	0	STATE PLAN APPROVALS	-----	-----
1	1	PARK & PLAYGROUND PAYMENTS	300	300
1	1	WISCONSIN PERMIT SEALS	35	35
0	0	ZONING BOARD OF APPEALS APPLICATIONS	-----	-----
0	0	ZONING CHANGES/P.U.D. APPLICATIONS	-----	-----
1	1	PLAN COMMISSION - CONDITIONAL USES	300	300
0	0	CERTIFIED SURVEY MAP REVIEWS	-----	-----
0	0	SUBDIVISION PLATTING REVIEW	-----	-----
0	0	MISCELLANEOUS REVENUE	-----	-----
0	0	(COPIES, POSTAGE, SALE OF MAPS, ETC.)	-----	-----
0	0	RESIDENTIAL BUILDINGS MOVED	-----	-----
0	0	NON-RESIDENTIAL BUILDINGS MOVED	-----	-----
0	0	CHANGE OF USE	-----	-----
0	0	RESIDENTIAL OCCUPANCY FEES	-----	-----
1	1	COMMERCIAL OCCUPANCY FEES	50	50
0	0	PIER PERMIT	-----	-----
1	1	DEMOLITION	25	25
2	2	PLAN REVIEW FEE	850	850
		ADMIN FEE	-----	-----
		TOTAL RECEIPTS DEPOSITED WITH CITY TREASURER	\$8,342.00	\$8,342.00

Cheryl Nault
Building Inspection Dept.



STURGEON BAY POLICE DEPARTMENT



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

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

From: Captain Daniel J. Brinkman

Subject: Monthly Report for January, 2021

Date: February 16, 2021

The following is a summary of the Police Department's activities for the month of January that includes crimes investigated, traffic accidents investigated, training completed, and public education provided by department members.

Crimes Investigated

The Department, during the month, investigated a total of 52 crimes.

These crimes can be broken down and classified as follows.

Disorderly Conduct.....	10
Bail Jump.....	05
Battery.....	01
Possess Controlled Substance.....	02
Fraud / Forgery.....	07
Domestic Abuse.....	05
Theft.....	05
Child Abuse or Neglect.....	02
Death Investigation.....	02
Sex Offenses.....	02
Threats to Injure.....	05
Burglary.....	01
ICAC Investigation.....	01
Criminal Damage to Property.....	04
TOTAL 52	

The above crimes resulted in the loss of \$1,125 to the community, of which \$890 has been recovered.

Arrests

The Department completed a total of 72 arrests during the month. These arrests encompass violations from traffic to felony, and are listed below by type of violations and number of arrests for each category.

A. Felony Crime Arrest

Bail Jumping.....	02
Internet Crimes against Children.....	04
Strangulation / Suffocation.....	02
Physical Abuse to Child.....	01
Threat to Officer.....	01
Retail Theft.....	02
Battery.....	01
TOTAL	13

B. Misdemeanor Crime Arrests

Disorderly Conduct.....	10
Violate Court Order.....	01
Bail Jump.....	04
Theft.....	03
Criminal Trespass to Dwelling.....	02
Resist / Obstruct Officer.....	03
Battery.....	03
TOTAL	26

Wisconsin Probation & Parole Arrests / Warrant Arrests.....	08
TOTAL	08

C. Ordinance Violation Arrests

Disorderly Conduct	03
Disorderly Conduct w/Motor Vehicle	01
Habitual Truant Student	01
TOTAL	05

D. Traffic Crime Arrests

Operate Motor Vehicle while Revoked	04
Ignition Interlock Device Tampering	01
No Valid Driver's License.....	01
TOTAL	06

E. Traffic Violation Arrests

Operate Motor Vehicle w/o Insurance.....	07
Operate Motor Vehicle while Intoxicated.....	01
Operate Motor Vehicle while Suspended/Revoked.....	03
Speeding.....	01
Miscellaneous Violations.....	02
TOTAL	14

In addition to the preceding arrests, the Department conducted a total of 74 traffic stops during the month and logged 11 violations for various motor vehicle defects and local ordinances and issued 10 written warnings for those violations. A total of 117 parking tickets were issued for parking violations throughout the city.

Traffic Accidents

The Department during the month investigated a total of 09 vehicle accidents. These accidents are categorized into four types.

A.	Motor Vehicle Accidents Involving Fatalities	00
B.	Motor Vehicle Accidents Involving Injuries.....	01
C.	Motor Vehicle Accidents Involving Property Damage	08
	(greater than \$1,000.00)	
D.	Motor Vehicle Accidents Involving Property Damage	00
	(less than \$1,000.00)	TOTAL 09

Police Service Calls

Department members handled 327 service calls during the month. These calls consist of both citizen requests for police service as described below (258), crimes investigated (52), traffic accidents investigated (09), and Wisconsin Probation and Parole Assists (08).

A.	Traffic and Road Incidents.....	47
	This category consists of all assignments involving assists to stranded motorists, directing traffic, complaints of noisy or otherwise disorderly vehicles, removing obstructions from roadways, and all parking problem complaints.	
B.	Noise Complaints.....	05
	These complaints involve private parties, licensed liquor establishments, and parties in public places.	
C.	Sick and Injured Persons.....	12
	Assistance rendered to the Ambulance Service and sick or injured persons.	
D.	Alarms.....	19
	Officers responded to activated burglar and hold-up alarms at area banks and other business establishments and residences as well as fire alarms.	
E.	Complaints Involving Animals.....	08
	Investigations by officers of noisy animals, loose animals, animal bites, wild animals and sick, injured or dead animal complaints.	
F.	Civil Disputes.....	07
	Arguments between neighbors, landlords and tenants, and family members where no crimes have been committed.	
G.	Escorts.....	06
	Transporting citizens, money escorts for area financial institutions, funerals, and for area industry and farming.	

H. Citizen Assist49

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

I. Assistance Rendered to Other Agencies.....06

Includes assistance to other law enforcement and government agencies.

J. Suspicious Person / Vehicle / Circumstance23

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

K. Self-Initiated Field Activity.....02

All initiated activity by the officer to include, but not limited to, routine security checks of area industries, businesses, city parks, residences, and compliance checks of local liquor establishments.

L. Juvenile Problems02

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

M. Miscellaneous Incidents50

Includes arrest warrants served, recovered property calls, and all unfounded calls for police service. This category includes 9-1-1 calls investigated by Department members during the month.

N. Welfare Checks22

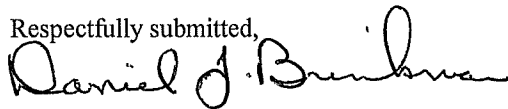
Includes calls to check on the well-being of a person who has not been heard from or seen for a period of time by family, friends, neighbors, or employers.

TOTAL 258

Department Training

The Joint SWAT Team and Dive Team completed their monthly training. Four officers completed a 32-hour course in Instructor Development and two officers obtained their State of Wisconsin Instructor Certification in the discipline of Vehicle Contacts.

Respectfully submitted,



Captain Daniel J. Brinkman



Kalin Monteideo
Assistant Fire Chief

CITY of STURGEON BAY FIRE DEPARTMENT

421 Michigan St
Sturgeon Bay, WI 54235

920-746-2916 Station 920-746-2448 Office
Email: kmonteideo@sturgeonbaywi.org

STURGEON BAY FIRE DEPARTMENT JANUARY 2021 FIRE REPORT

JANUARY INCIDENTS: 122
2021 TOTAL INCIDENTS: 122

INCIDENTS BY JURISTDICTION:

AVERAGE RESPONSE TIME:

CITY - East Side:	<u>84</u> Year to Date: <u>84</u>	EMERGENT: <u>4.07 Minutes</u>	NON-EMERGENT: <u>4.48 Minutes</u>
72 – Medical Incident	01 – Citizen Complaint	03 – Chimney Fire	
01 – Structure Fire	03 – Gas Leak	01 – Sprinkler Activation, Due to Malfunction	
01 – Ice Rescue	01 – Smoke Scare, Odor of Smoke	01 – Cooking Fire, Contained to Container	
CITY - West Side:	<u>27</u> Year to Date: <u>27</u>	EMERGENT: <u>4.13 Minutes</u>	NON-EMERGENT: <u>5.15 Minutes</u>
20 – Medical Incident	01 – Vehicle Accident	01 – Outside Grass/Vegitation/Rubbish Fire	
03 – Gas Leak	02 – Alarm/Detector Activation, No Fire		
Town of Sevastopol:	<u>06</u> Year to Date: <u>06</u>	EMERGENT: <u>7.52 Minutes</u>	NON-EMERGENT: <u>10.28 Minutes</u>
01 – Medical Incident	01 – Ice Rescue	01 – Extrication Rescue	
02 – Carbon Monoxide Incident	01 – Smoke Scare/Odor of Smoke		
Town of Sturgeon Bay:	<u>03</u> Year to Date: <u>03</u>	EMERGENT: <u>9.08 Minutes</u>	NON-EMERGENT: <u>9.57 Minutes</u>
01 – Medical Incident	01 – Structure Fire	01 – Service Call	

MUTUAL AID/MABAS INCIDENTS

Southern Door: 01 Year to Date: 01
01 – Structure Fire

Jacksonport: 01 Year to Date: 01
01 – Ice Rescue

INPECTION REPORT:

	<u>Regular Inspections</u>	<u>Re Inspections</u>	<u>Occupancy Inspections</u>	<u>Hours</u>
Inspections – City of Sturgeon Bay:	<u>0</u>	<u>01</u>	<u>0</u>	<u>0.6</u>
Inspections – Town of Sevastopol:	<u>0</u>	<u>01</u>	<u>01</u>	<u>1.0</u>
Inspections – Town of Sturgeon Bay:	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Inspections – Town of Jacksonport:	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Sevastopol Burn Permit: Permits Issued for Month: 13 Year to Date Permits Issued: 13

SPECIAL REPORTS, TRAINING AND MAINTENANCE

MAINTENANCE:

Firefighters completed inventory on all fire apparatus; removed a billboard and repainted a wall at the Westside Station; mounted air purifying units at stations and on Engines; tires were rotated on Engine 4 & 6; repaired the ice machine drain; cleaned, organized and repainted the basement training room; installed a new mud flap on Engine 4; began annual flow testing on all breathing apparatus; installed power to the clock on Chief 11 and removed & replaced the on-board air compressor and rear shocks on Chief 10.

TRAINING:

309.6 hours of training was conducted in January. Firefighters trained with water/ice rescue equipment and operations; re-certified in CPR and AED; rope rescue equipment and procedures; confined space rescue procedures and patient packaging; Blue Card Command procedures; Chief Dietman, AC Montevideo and Lt Austad attended a drone operations refresher course; Jason Bieri (Sturgeon Bay Utilities) gave a presentations to our entire department on electrical emergencies; Lt Wiegand and FF Jorns attended a 1-day leadership training; Chief Dietman and AC Montevideo began a 7-week Operations & Leadership training via Zoom and five(5) Part-time Firefighters began firefighter training through NWTC.

OTHER:

Fire Chief and AC attended City and other Town meetings. A total of four (4) car seats were installed.

COVID-19 Update: Additional precautions continue within our department as COVID-19 cases decline throughout our County. Our department has been offered the vaccine and many of our firefighter have chosen to receive it. We continue to closely monitor the daily changes of the virus impact on our department.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the purchase of a Largo HD6800-3 system from the Power Wash Store Milwaukee in the amount of \$16,543.79.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: February 9, 2021

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2021

Executive Summary

Date: February 4, 2021

Title: Award of Bid for a Hot Water Pressure Washer

Background: On January 29th, the Municipal Services Department opened bids for a new hot water pressure washer system. In accordance with the City of Sturgeon Bay Purchasing & Property Accountability Policy, specifications were prepared and competitive sealed bidding was used to obtain pricing. Two bids were received:

Power Wash Store Milwaukee	Hotsy Cleaning Systems
Largo MDL HD6800-3	Hotsy
Purchase Price \$16,543.79	Purchase Price \$18,135


The 2021 capital budget, 10-460-000-59070, included \$15,000 for the installed hot water generator system. Though the price is over the budgeted amount, staff recommends moving forward with the purchase and will work to identify and transfer excess funds in the capital budget to this account as other capital items are bid, and purchases are made throughout the year.

I recommend purchasing the new Largo HD6800-3 system from the Power Wash Store Milwaukee.

Fiscal Impacts: \$16,543.79

Recommendation: Staff recommends purchasing the new Largo HD6800-3 system from the Power Wash Store Milwaukee.


Prepared By:



Mike Barker
Municipal Services Director

Date: 04 FEB 2021

Reviewed By:



Valerie Clarizio
Finance Director

Date: 2/4/21

Reviewed By:



Josh VanLieshout
City Administrator

Date: 2/4/21

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the memorandum of understanding between the Ice Age Trail Alliance and the City of Sturgeon Bay as presented.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: February 9, 2021

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2021



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: February 3, 2021

Item: Ice Age Trail Alliance Memorandum of Understanding

Discussion: In 2020 the Common Council approved becoming designated as an Ice Age Trail Community, a program offered by the Ice Age Trail Alliance (IATA) aimed at strengthening the value of the Ice Age National Scenic Trail (IANST) and raising awareness about the trail and opportunities afforded to the public via the trail. Given the City is at the eastern terminus of the trail, becoming a designated trail community seems a natural fit, certainly attaching the City to the National Park System, is good for awareness and recognition. The IATA Trail Community program seeks a formal relationship with their trail communities. By becoming a Trail Community, the IATA requests marketing support, acknowledgement in marketing pieces and the like in exchange for placement on IATA's website, use of IATA logo and so forth.

The MOU between the City and the IATA has been agreed to by the IATA. As the City doesn't engage in marketing directly, but rather through Destination Sturgeon Bay, the City's side of the MOU is drafted so that we agree to work with and encourage Destination Sturgeon Bay to fulfill the IATA requested activities.

The Common Council did approve the \$2,500 IATA Trail Community fee in 2020, the City is expecting to receive two IATA Trail Community signs that will be installed in the City.

Recommendation: Approval of the MOU as drafted.

Memorandum of Understanding

Between

**The Ice Age Trail Alliance and The
City of Sturgeon Bay**

This Memorandum of Understanding (MOU) is entered into, by, and between the **Ice Age Trail Alliance**, a 501(c) (3) non-profit organization, located at 2110 Main Street, Cross Plains, WI 53528, and hereinafter referred to as **IATA**, and **The City of Sturgeon Bay**, a Wisconsin municipal corporation, located at 421 Michigan Street, Sturgeon Bay, WI 54235, hereinafter referred to as **Trail Community**.

Purpose: The purpose of this MOU is to promote the natural and cultural heritage of Wisconsin along the Ice Age National Scenic Trail (IANST) as a destination for visitors who increasingly ask for outdoor experiences and places to enjoy nature.

Statement of Mutual Interests and Benefits: IATA is dedicated to creating, supporting and protecting a 1,000-mile footpath tracing glacial formations across the state, providing opportunities for people to connect with the Wisconsin landscape. The IANST passes through the Trail Community which offers broad range tourism related activities and amenities. The Trail Community is a part of significant geologic, natural, and historic features including the Niagara Escarpment, Lake Michigan and the bay of Green Bay, and Paleo-Indian and more recent historic sites. The Trail Community can and is often marketed as a nature-based tourism destination. Tourism and in particular tourism utilizing the Trail Community's natural features generates an economic stimulus and increased public awareness of the natural and cultural heritage of Wisconsin.

This MOU is established between IATA and Trail Community to help each other accomplish mutually beneficial objectives:

- A. Inform local businesses, residents, and guests of Trail Community of the value of the IANST as an economic resource, recreational opportunity, and a nationally recognized resource.
- B. Enhance the likelihood for grant awards for IATA and the Trail Community. Enable both parties to apply for targeted grants to assist in the IATA's efforts towards nature-based tourism development,

economic development, and trail-related infrastructure development through the development of promotional products, educational resources and/or signature events.

- C. Increase usage and awareness of the IANST and IATA, thus continuing to demonstrate the public value of the IANST and enhancing tourism.
- D. Promote tourism and nature-based tourism development within the Trail Community and support the IANST and IATA.

The Ice Age Trail Alliance, as part of their regular mission of supporting and promoting the Ice Age National Scenic Trail and in consideration of the Trail Community's one-time cost sharing payment will endeavor to do the following as resources allow:

- A. Promote the Trail Community and businesses as destinations through its website and other media.
- B. Engage its local chapter as a conduit for community support.
- C. Offer outreach materials to the community such as brochures, newsletters, posters, displays, etc.
- D. Provide information on hiking opportunities near the community which can be reproduced and distributed to visitors to Trail Communities.
- E. Provide periodic guided hikes that pass through the Trail Community.
- F. When possible, provide support at local festivals or other community events to encourage interest in the IAT and IATA.
- G. Provide two 18" x 24" metal signs with the Ice Age Trail Community logo for posting at the entrances of Trail Community. If the Trail Community requests additional signs, IATA will make them available to the community at IATA cost.
- H. Arrangements will be made to regularly maintain the section(s) of the IANST near the Trail Community so that the public can easily locate and follow it. At no time will IATA or its volunteers, employees, or contractors make improvements to Trail Community owned property without the prior approval of the Trail Community.
- I. Make use of IATA logos available pending Executive Director approval. Arrange for use of IANST logos through the National Park Service.

As a Designated Trail Community, the Trail Community, as time, resources and public interest allow; will work with their marketing partner, Sturgeon Bay Visitor Center, Inc. (DBA Destination Sturgeon Bay), to endeavor to do the following:

- A. Include the IANST and the IATA in their promotional materials, on their website, and through social media.
- B. Make available Ice Age Trail information to the public at the local visitor

- center and provide space for an IATA display or wall mounted poster.
- C. Assist the local IATA contact (contact to be provided by IATA) to promote periodic guided hikes or events, including National Trails Day, using IATA developed content.
 - D. Engage businesses to assure that IATA maps and brochures will be available and Ice Age Trail Community designation is evident.
 - E. Encourage local businesses to embrace IAT users and support IATA events.

The Trail Community will directly cause or provide for the prompt installation of two Ice Age Trail Community signs as supplied by the IATA and provide to IATA a one-time cost sharing contribution of \$2,500.

The Ice Age Trail Alliance and Trail Community realize and understand the practical importance of memorializing the conditions under which their relationship will function. Any material changes in the efforts cited above will be reviewed and agreed to jointly. Under no condition will the "Trail Community" designation be revoked by the IATA. No part of this MOU is to be construed as a contract or as enforceable by law.

For the Trail Community (City of Sturgeon Bay):

Signed: _____
Mayor, City of Sturgeon Bay

Date: _____

For the Ice Age Trail Alliance:

Signed: 
Director & CEO, IATA

Date: 1-28-2021

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the intergovernmental agreement as drafted for the Joint City-County Revolving Loan Fund.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: February 9, 2021

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2021

EXECUTIVE SUMMARY

Title: Revised Intergovernmental Agreement for Joint City-County Revolving Loan Fund

Background: Last year both the City and County approved resolutions and the manual to operate a joint City-County Revolving Loan Funds (RLF). The parties also approved an intergovernmental agreement that specified how the Fund would be monetized. That original agreement was contingent on the use of the County’s RLF balance for the original West Side School affordable housing project under the CDBG-CLOSE program. Further, the City was obligated to contribute \$850,000 into the RLF from the sale of the West Side Field for that same project. That project never came to fruition and, hence, the original agreement is defunct.


The County and City have now drafted a revised intergovernmental agreement for the joint RLF. The County would still contribute its \$1.4 Million in CDBG-CLOSE funds to the new West Side School affordable housing project. However, the City would no longer be obligated to contribute any additional funds to the RLF. Essentially, in exchange for the County applying all of its CDBG funds to the affordable housing project, the city opens up the City RLF to projects throughout the County.

This new agreement is more favorable to the City than the prior agreement because there is no longer any future financial liability on the City.

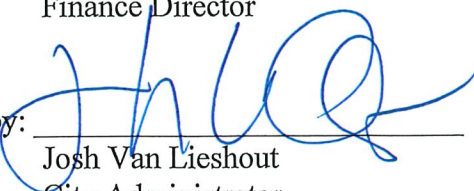
Recommendation: Approve the intergovernmental agreement as drafted.

Prepared by: 
Martin Olejniczak
Community Development Director

Date 2/3/2021

Reviewed by: 
Val Clarizio
Finance Director

Date 2/3/21

Reviewed by: 
Josh Van Lieshout
City Administrator

Date 2/3/21

INTERGOVERNMENTAL AGREEMENT
[Sturgeon Bay—Door County Economic Development Loan Program]

This Intergovernmental Agreement ("Agreement") is made the 26th day of January, 2021 by and between Door County ("County"), and the City of Sturgeon Bay ("City"), each a public body corporate within the State of Wisconsin.

Whereas, the intergovernmental cooperation contemplated herein serves legitimate public purposes, including the encouragement and promotion of economic development within the City and County; and

Whereas, this Agreement is deemed to be of benefit to each of the parties and is consistent with their powers or duties under law.

It is therefore agreed as follows:

1. This is an intergovernmental agreement consistent with, and a cooperative arrangement as provided by, Section 66.0301, Wisconsin Statutes.
2. The term of this Agreement shall commence on the ____ day of _____, 2021, and shall continue in full force and effect unless terminated by either the County or the City as set forth herein.
3. This Agreement supersedes and supplants the parties March 3, 2020 Intergovernmental Agreement.
4. On December 17, 2019, County adopted Resolution No. 2019-86 authorizing close-out of its Community Development Block Grant Economic Development Revolving Loan Fund ("CDBG ED RLF") and creation of the Sturgeon Bay-Door County Economic Development Loan Program.
5. On December 3, 2019, City adopted a resolution authorizing disposition of its Community Development Block Grant Economic Development Revolving Loan Fund ("CDBG ED RLF") and creation of the Sturgeon Bay-Door County Economic Development Loan Program.
6. County and City hereby create the Sturgeon Bay-Door County Economic Development ("SBD CED") Loan Program consistent with the SBD CED Loan Program Policies and Procedures Manual, attached hereto as Addendum A and incorporated herein by reference.
7. The SBD CED Loan Program will initially be funded by the cash on hand and value of outstanding loans from the City's CDBG ED revolving loan fund (approximately eight hundred and seventy-five thousand dollars (\$875,000)).
8. Eligible applicants and eligible projects for SBD CED Loan Program shall be consistent with the SBD CED Loan Program Policies and Procedures Manual.
9. After final close-out of the SBD CED Loan Program:
 - a) The parties have the option to either buy out outstanding loans or assign outstanding loans.
 - b) Any remaining funds will be distributed between the County and City on a 50-50 basis.
10. The viability of this Agreement is premised and contingent upon:
 - a) County being awarded and accepting the CDBG authorized by Door County Resolution No. 2020-115; and
 - b) The project funded by the above-referenced CDBG (i.e., Former West Side School Redevelopment Project) coming to fruition.

11. This Agreement is intended to encourage and promote economic development, which is a public purpose for which public funds may be appropriated and other public resources expended.
12. The parties hereto agree to exercise good faith, make reasonable efforts, and take whatever cooperative action is necessary to fulfill the intent and purposes of this Agreement.
13. Any notices required or permitted hereunder shall be given in writing and shall be delivered (a) in person, with proof of service (b) by certified mail, postage prepaid, return receipt requested, (c) by registered mail, postage prepaid, with evidence of safe delivery from the U.S. Postal Service (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

a) City:

City Administrator
City Hall
421 Michigan Street
Sturgeon Bay, WI 54235

b) County:

County Administrator
County Government Center
421 Nebraska Street
Sturgeon Bay, Wisconsin 54235

Any notice shall be effective upon delivery.

14. Any party may terminate this Agreement for cause, if another party materially breaches any covenant or obligation set forth in this Agreement, and the terminating party: a) provides written notice of such to the breaching party; b) affords the breaching party a reasonable opportunity to cure such breach; and c) there is an ongoing material breach for a period of thirty (30) days after written notice is delivered.
15. In addition to termination under paragraph #14, either party may, upon 90-days prior notice, terminate this Agreement. Funds remaining and outstanding loans will be disposed of and distributed per Paragraph 9 above. This paragraph does not take effect until and unless the Project referenced in Paragraph 10 is completed.
16. The waiver by a party of any breach or failure of the other party to perform any covenant or obligation contained in this Agreement shall not constitute a waiver of any subsequent breach.
17. If a dispute between any party hereto arises out of or relating to this Agreement, and cannot be settled through direct discussions, each party agrees to first endeavor to settle the dispute by alternative dispute resolution before recourse to a court.
18. If any covenant, condition, provision, or term of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining covenants, conditions, provision, or terms of this Agreement shall not be affected thereby, but each covenant, condition, provision, or term of this Agreement shall be valid and in force to the fullest extent permitted by law.
19. Parties irrevocably submit themselves to the original jurisdiction of the Circuit Court, Door County, State of Wisconsin, with regard to any controversy arising out of, relating to, or in any way concerning this agreement.

- 20. This Agreement shall be subject and subordinate to applicable federal or state, laws, codes, regulations, ordinances, rules and orders.
- 21. The parties will work cooperatively, with due diligence, and in good faith to administer the SBD CED Loan Program, including the development and maintenance of, and adherence to, a SBD CED Loan Program Policies and Procedures Manual.
- 22. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. Any amendments, changes or modification of this agreement shall be effective only when made in writing and executed by the parties.

Accepted and agreed this ___ day of _____, 2021.

David Lienau, Chairperson, Door County Board of Supervisors

Accepted and agreed this ___ day of _____, 2021.

David J. Ward, Mayor, City of Sturgeon Bay

Accepted and agreed this ___ day of _____, 2021.

Ken Pabich, Door County Administrator

Accepted and agreed this ___ day of _____, 2021.

Stephanie L. Reinhardt, Clerk, City of Sturgeon Bay

RESOLUTION

WHEREAS, the Common Council of the City of Sturgeon Bay has determined that it is in the best interests of the City of Sturgeon Bay to increase the Large Item Pick Up Fees.

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

<u>Type</u>	<u>Fee</u>
Items Containing Freon	\$53.50
TV's & Monitors up to 27"	\$37.50
TV's 28" – 35"	\$48.50
TV's 36" and Larger	\$70.50
Smaller Electronics Less that 20lbs	\$35.00
Larger Electronics greater that 20lbs	\$43.50

* * * * *

Introduced by _____.

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

Passed by the Council on the _____ day of _____, 2021.

Executive Summary

Date: 11 January 2021

Title: Price Adjustment of Large Item Pick Fees

Background: The current fee charged to residents to haul waste from their homes to the transfer station is less than the City is charged to dispose of it. The City's newly approved fee for brush hauling is \$35.00 per load. With the new fee, it is more expensive to dispose of a load of brush than it is a refrigerator.

Proposal options:

1. Continue at the current rate.
2. Increase the rates listed in the recommended price column. This is the price to dispose of the product plus 10%. The additional 10% is to help offset the hourly wage of the personnel required for the pickup.

Item	Current Price	Price of Disposal	Recommended Price
Items Containing Freon	\$32	\$50.00	\$53.50
TV's & Monitors up to 27"	\$32	\$34.00	\$37.50
TV's 28" – 35"	\$32	\$45.00	\$48.50
TV's 36" and larger	\$32	\$67.00	\$70.50
Small Electronics Less than 20lbs	\$32	\$7.00	\$35.00
Large Electronics Greater than 20lbs	\$32	\$40.00	\$43.50

Fiscal Impacts:

If approved, I anticipate preventing the loss of an estimated \$500 per year.

Recommendation: Staff fully supports and recommends increasing the fee to the recommended price.

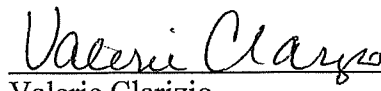
Prepared By:



Mike Barker
Municipal Services Director

Date: 26 JAN 2021

Reviewed By:



Valerie Clarizio
Finance Director

Date: 2/1/21

Reviewed By:



Josh VanLieshout
City Administrator

Date: 2/4/21

2021 Large Item/Brush Collection Request Form

There is a \$35 **NON REFUNDABLE** fee per Large Item or Brush Collection (there is no cost if your Large Item pick up only includes metal items). Payment is due at the time you register. You may either drop this form off with payment at the Municipal Services Office, 835 N. 14th Avenue Monday through Friday between 7:00 a.m. and 3:00 p.m. or you may mail the form in with a check made payable to: City of Sturgeon Bay. You may also use our locked drop box in front of our office at any time. **The deadline to register is the Wednesday before each Friday collection.**

*Items that require special disposal (microwaves, televisions, computers and items that contain Freon) will still be accepted for a separate \$32 per item to help cover the cost of proper disposal. Please contact our office at 920-746-2912 with any questions. **Tires, chemicals, paint and batteries will not be collected.**

Name: _____

Address: _____

Phone Number: _____

Collection Date – please circle:

April 9 May 14 June 11 July 9 August 13 September 10 October 8

List of Items For Collection – Please remember the amount of items placed out cannot exceed 2 cubic yards (6' x 3' x 3' or similar to the size of a couch):

METAL ITEMS: _____

NON METAL ITEMS: _____

***ITEMS THAT REQUIRE SPECIAL DISPOSAL:**

Brush Collection? Yes _____ **NOTE: BRUSH MUST BE PLACED PARALLEL TO THE CURB AND NO LEAVES WILL BE COLLECTED – BRUSH ONLY.**

Fee Paid: _____

Receipt #: _____

Received by: _____

Date: _____

**GFL Environmental Door County
1509 Division Rd
Sturgeon Bay, WI 54235
920-473-2251**

Tonnage Rates

Trash	\$137/Ton*
Construction Debris	\$110/Ton*
Single Stream	\$67/Ton*

Per Item Fee

Trash (Single Bag)	\$7.00
Trash (Up to 5 bags Garbage)	\$12.00
Single Stream per Bag	\$3.00
Florescent Bulbs	\$1.00
Ballast	\$2.00
Microwaves	\$35.00
Freon Items (A/C Unit - Dehum - Refrig)	\$50.00
Car Tires off Rim	\$6.00
Car Tires on Rim	\$12.00
Truck Tire	\$17.00
Tractor Tire	\$23.00
TV's up to 27" (computer monitor)	\$34.00
TV's 28" - 35"	\$45.00
TV's 36" and larger	\$67.00
Small Electronic	\$7.00
Large Electronic	\$40.00
Household Batteries Per Pound	\$3.00
Orange Bags (3) per roll	\$20.00
Truck Weight	\$7.00

Effective 5.1.19 all prices include 9.9% CBIC fee except Tonnage Rates

\$\$WE PAY CASH FOR METAL\$\$

Hours

Monday - Thursday 7:00 am - 4:00 pm

Fridays 7:00 am - 3:45 pm

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to support going forward with the room tax increase from 5.5% to 8%, the 70/30% revenue allocations and not to support the permit fees.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: January 12, 2021

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2021.



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: Mayor David Ward
Common Council

From: Josh Van Lieshout, Administrator

Re: Lodging Tax Rate

Date: February 25, 2021

Item: Finance/Purchasing & Building Committee recommendation re: Support going forward with the room tax increase from 5.5% to 8%, the 70%/30% revenue allocations and not to support the permit fees.

Discussion: The Door County Tourism Zone Commissioned Dr. Russell Kashian and the Fiscal and Economic Research Center at the University of Wisconsin to review and determine if lodging and tourism would be harmed if the lodging tax were increased from the current 5.5% to the statutory maximum 8%. The report summarizes existing research on the subject and concluded "a tax hike would not harm the tourism industry of Door County."

Dr. Kashian worked with and reported an ad hoc committee of the Commission comprised of lodging providers. Members of that committee were, Bryan Nelson- Chair, Greg Anderson, Fred Anderson, Andrew Torcivia, Rachel Willems, Pamela Young, Meredith Coulson, and Matt Grey. The Committee met three times between December of 2020 and February 2021. After reviewing the report and findings, the Committee approved and recommended to the 22 member Door County Tourism Zone Commission to support a lodging tax increase of 2.5%. The Door County Tourism Zone Commission deliberated and considered the recommendation of the Committee at their February 18, 2021 meeting, reviewed the report by Dr. Kashian and the Fiscal and Economic Research Center, and voted to take a position supporting the proposed lodging tax increase from 5.5% to 8%.

At the February 16, 2021 Common Council meeting, heard again from Town of Baileys Harbor Town Chair Dave Eliot about the proposed increase. The Common Council postponed action on the matter, asking for a copy of the Fiscal and Economic Research Center report summarizing and concluding the impacts of lodging tax increases, that report is attached.

Also included is a letter addressed to the City (all 19 communities in Door County received a similar letter) from Destination Door County outlining the distribution uses of the funds generated by a tax rate increase. In summary: new funds would be used to fund municipal tourism infrastructure in an amount equal to the municipal proportionate cost of operating the Tourism Zone Commission (based on community percent of total lodging tax revenues) and funds would be directed to community business

associations (ex. Destination Sturgeon Bay, etc.) and to further the ongoing destination marketing efforts of Destination Door County.

To the City of Sturgeon Bay, based on FY2019 tourism numbers, an additional 2.5% lodging tax would have yielded an additional \$90,00 in revenue. During the 2021 budget formulation process, this would have equated to about 1.5% of the tax levy used for general and capital purposes.

FY 2019		
Total Lodging Sales-C of Sturgeon Bay		\$ 12,214,927.27
Total Lodging tax collected in 2019 at:	5.50%	\$ 671,821.00
If collected at:	8%	\$ 977,194.18
30% Distribution To City at	5.50%	\$ 201,546.30
30% Distribution to City at:	8%	\$ 293,158.25
Difference 5.5% to 8%		\$ 91,611.95

Finally, as requested by the Common Council, a draft resolution has been prepared outlining the conditions under which the City of Sturgeon Bay support a lodging tax increase. This resolution is based upon the recommendation made by the Finance, Building and Property Committee as well as discussion points raised at the February 16, 2021 Common Council meeting.

CITY OF STURGEON BAY

RESOLUTION SUPPORTING AMENDMENT TO THE DOOR COUNTY TOURISM ZONE COMMISSION AGREEMENT

WHEREAS, the City of Sturgeon Bay is a municipality located within the Door County Tourism Zone; and

WHEREAS, the City of Sturgeon Bay imposes a room tax pursuant to Wis. Stat. 66.0615; and

WHEREAS, the City of Sturgeon Bay 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 Tourism Zone Commission has entered into an Entity Agreement with Door County Visitor’s Bureau, Inc. (DBA Destination Door County); and

WHEREAS, Destination Door County is the designated marketing entity for the entire Door County Tourism Zone; and

WHEREAS, the City of Sturgeon Bay wishes to amend the Door County Tourism Zone Commission Agreement.

NOW THEREFORE, BE IT RESOLVED by the City of Sturgeon Bay, Door County, Wisconsin, that support for and implementing a lodging tax increase from 5.5% to 8% is conditioned upon the following:

1. The Door County Tourism Zone Commission Agreement be amended to increase the Room Tax Rate to eight percent (8%).

2. The Door County Tourism Zone Commission Agreement be amended to reflect costs of operating the Commission be born by the member municipalities. Distribution of costs based on the percent of total (zone wide) tax collected.

3. The Door County Tourism Zone Commission negotiate and amend the Entity Agreement to require the Destination Door County to establish and implement a grant program using lodging tax revenues for Zone member municipalities for tourism infrastructure equal to the proportionate cost of operating the Commission described in paragraph two (2) above.

4. That the Entity Agreement require that 19% of all lodging taxes paid to the Destination Door County be directed as to community business associations for ongoing tourism related operations.

5. That no lodging tax collection permit fee be created or implemented.

6. That implementation of a lodging tax increase be implemented no sooner than January 1, 2022 or twelve months after the last community required to achieve 2/3 members of the Commission act to approve a lodging tax increase from 5.5% to 8%.

The City Clerk is hereby authorized to submit this resolution to the other Member Municipalities in order to amend the Door County Tourism Zone Commission Agreement by two-thirds (2/3) majority.

NOW, THEREFORE, it is hereby resolved that the Common Council of the City of Sturgeon Bay does hereby adopt the foregoing resolution at a regular meeting of the Board of Supervisors of the City of Sturgeon Bay held this _____ day of _____ 2021.

David War, Mayor

Attest:

Stephanie Reinhardt, Clerk

The Effect of Proposed Hotel Room Tax Increases in the U.S.: A Review

Russell Kashian, PhD
Professor and Director
Fiscal and Economic Research Center
University of Wisconsin

1. Introduction

The U.S. tourism industry generates \$590 billion per year in revenue and is responsible for 5 million in employment¹. It also yields \$160 billion in tax revenues to states and localities. In addition, it is an industry that is to experience annual growth, in terms of number of firms and employment, of over 5% for the next years. This review focuses on the likely effects of increasing a local hotel room tax on tax revenues and hotel revenues. Note that as sales and employment grow, tax revenues independent of changes in the tax rate.

This analysis is based upon prior research on whether tourists are sensitive to tax hikes. To properly assess the outcome of the tax policy, we first develop an understanding of the elasticity of demand of tourists, then address the effects of the tax policy on tourist expenditure in general.

2. Review

Price elasticity of demand determines the sensitivity of a price change of the tourists. When demand is inelastic or less sensitive, the burden of the tax is mostly carried by the consumers, or in this case the tourists. Thus, the vendors have little burden imposed on them from the policy (Combs & Elledge, 1979).

¹ The numbers for industry revenues and employment have been obtained from IBISWORLD; tax revenue information was obtained from ustravel.org.

There are several key findings in the economic literature that confirm elasticity of demand for tourists and visitors is less than suppliers of accommodation (i.e., hotels, motels, cabins, etc.). Based on the literature the FERC gathered, elasticity of demand typically lied between -0.13 to -0.7 (Canina and Carvell (2005); Collins and Stephenson (2018)). An elasticity value with a magnitude less than one is considered as inelastic. Hence, the FERC can safely conclude that elasticity of demand for tourism is inelastic.

The brunt of the tax burden on accommodations are usually held by visitors; therefore, non-residents significantly contribute to the tax revenue. In Florida, it was found that visitors bore most of the burden of the tax hike. Additionally, tax changes in a given county within Florida did not create significant spillover effects to other counties within the state (Mills and Jakar, 2019). If Door County raises its hotel room tax rate, we mostly expect the tourists to pay the tax revenue, and that they will not seek lodging in other counties in response to the tax raise.

Cabins and other more expensive lodging are considered as more elastic services, and they tend to be more price-sensitive than other forms of lodging (Corgel et al, 2012). In theory, a tax hike should reduce the demand for these types of lodging more significantly than inexpensive services. However, the literature suggests that two forces counter the change in demand. First, high degrees of customer loyalty and satisfaction for lodging decreases the price elasticity of demand, thus reduces their price sensitivity (Assaf et al., 2012). Secondly, those who can afford more expensive forms of lodging tend to be in the higher income strata. Those with high incomes tend to be less price-sensitive to changes in prices (Waqas-Awan, 2020). Thus, it is unlikely that these forms of accommodation would suffer from a tax increase.

The next question we must answer is whether a change in the tax rate would significantly impact hotel revenues. The literature mostly agrees that changes in tax rates do not have a

significant negative effect on hotel revenues. There is also evidence that directly taxing tourism services is the most efficient way to tax the industry (Gooroochurn et al., 2005). A study from Hawaii concluded that there was no evidence of tax rates impacting hotel revenues (Bonhan et al., 1992). Incidentally, the previously cited Florida study supplied more evidence for the weak relationship between tax rates and hotel expenditures (2019).

The disconnect between tax rates and hotel revenues is also present within the Wisconsin economy. Kashian et al. observed the changes in hotel variation concerning tax rates from 280 localities across Wisconsin using simple linear regression and quadratic linear regression methods (2020). They concluded that while tax rates depict a significant effect on hotel revenue, the results show that the explanatory power of the independent variables to describe the variation of hotel revenue was low. The analysis concluded that an increase in tax rates would have a minimal effect to no effect on revenue collection.

When we took into consideration the entirety of the direct spending by tourists at a location, tax hikes have the potential to reduce spending in other areas of tourism, while providing greater tax revenue to the region. From transportation to other activities, tourists may decide to limit their activities based on their budgetary limits (Forsyth et al., 2014). Once again, research suggests that the adverse effects of tax hikes can be countered by directing tax revenue towards the tourism industry (Mak, 1988; Kashian et al., 2020). However, additional benefits to the tourism industry diminish at the margin. When the aggregate tax expenditure for tourism by the county increases, the incremental effects to tourism decrease as the spending increases (Deskin & SeEVERS, 2010).

In conclusion, based on prior literature, demand for lodging tends to be inelastic. Tax changes and hotel revenues do not have a strong explanatory relationship. In some instances,

there is no evidence for a relationship. While there can be some effects on tourism-related spending, earmarking tax revenue to the industry would help reverse the effects. Based on the research, we can conclude that a tax hike would not harm the tourism industry of Door County. If the county implements the increased revenue effectively, the entirety of the county, visitors, and the state can benefit from this policy.

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DESTINATION
DOOR COUNTY

January 25, 2021

David Ward, Mayor
City of Sturgeon Bay
421 Michigan St
Sturgeon Bay, WI 54235

Dear Mr. Ward,

We would like to share an update with you from our organization as it relates to the current proposal to increase the county-wide room tax from 5.5% to 8%.

As proposals were circulating around the county last year, an ad hoc committee was created to review what increasing room tax could mean for Door County and how additional funds collected could be used to continue our mission of promoting Door County as a single destination, while also addressing some important funding issues for the Door County Tourism Zone, our community business association partners and our county's 19 municipalities.

We have been actively discussing this topic amongst our ad hoc committee members, board members, staff and tourism zone members, and during those discussions two key elements have risen to the forefront that need to be addressed. Those include finding a long-term solution to fund the operational expenses of the Door County Tourism Zone and providing more sound financial support for our community business association partners.

We feel we have heard the needs of our community and understand the role we play in the process. As a result, at a meeting on January 19, 2021 our board of directors voted to support two key funding components should a county-wide room tax increase take effect in the future. Our board agreed to these components contingent upon two things: that a study being commissioned by the Door County Tourism Zone finds raising room tax would not be detrimental to the county's lodging and tourism industries; and that the county-wide room tax proposal to increase the rate from 5.5% to 8% is, in fact, implemented.

While specific details still need to be worked out, the two components the DDC board has agreed to include:

- Creation of a grant program that would provide municipalities the opportunity to offset their budget expenditure in the amount up to what they pay each year to help fund the operation of the Door County Tourism Zone. This grant money would need to be used on tourism infrastructure in that municipality.
- Increase funding support to the community business associations, with 19% of the room tax dollars received by Destination Door County being dedicated to support their ongoing operations and tourism related projects.

As discussion continues about increasing room tax in the coming weeks and months, we look forward to being an active part of the discussion. We sincerely appreciate the partnership all municipalities established more than a decade ago to collectively promote Door County and look forward to continuing that strong tradition of working together for the benefit of each municipality, and the entire county.

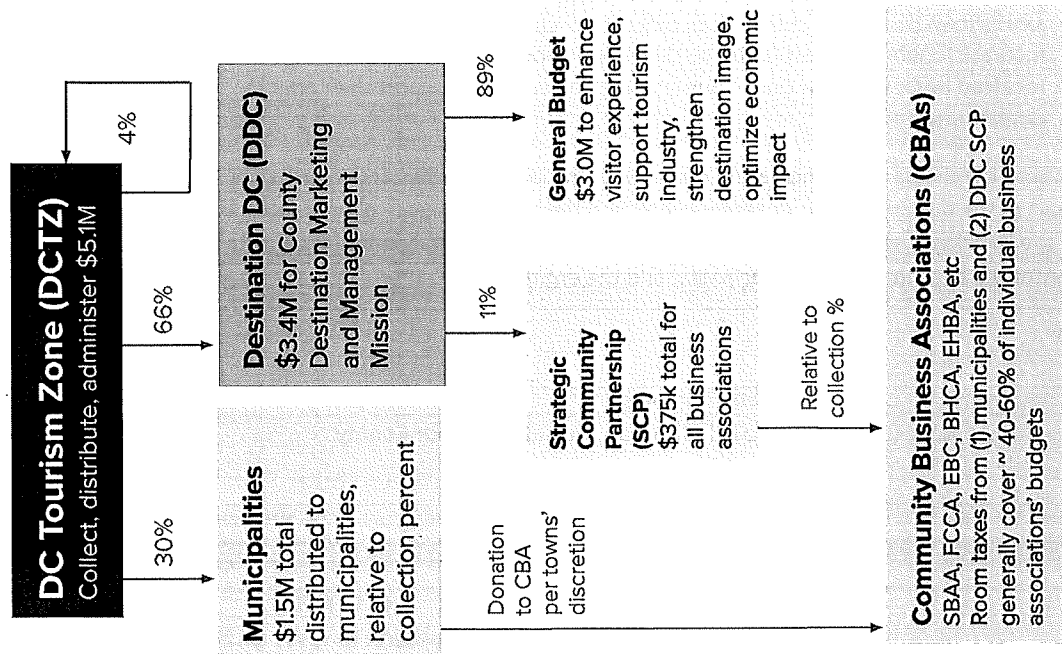
Sincerely,

Jack Money penny
CEO, Destination Door County

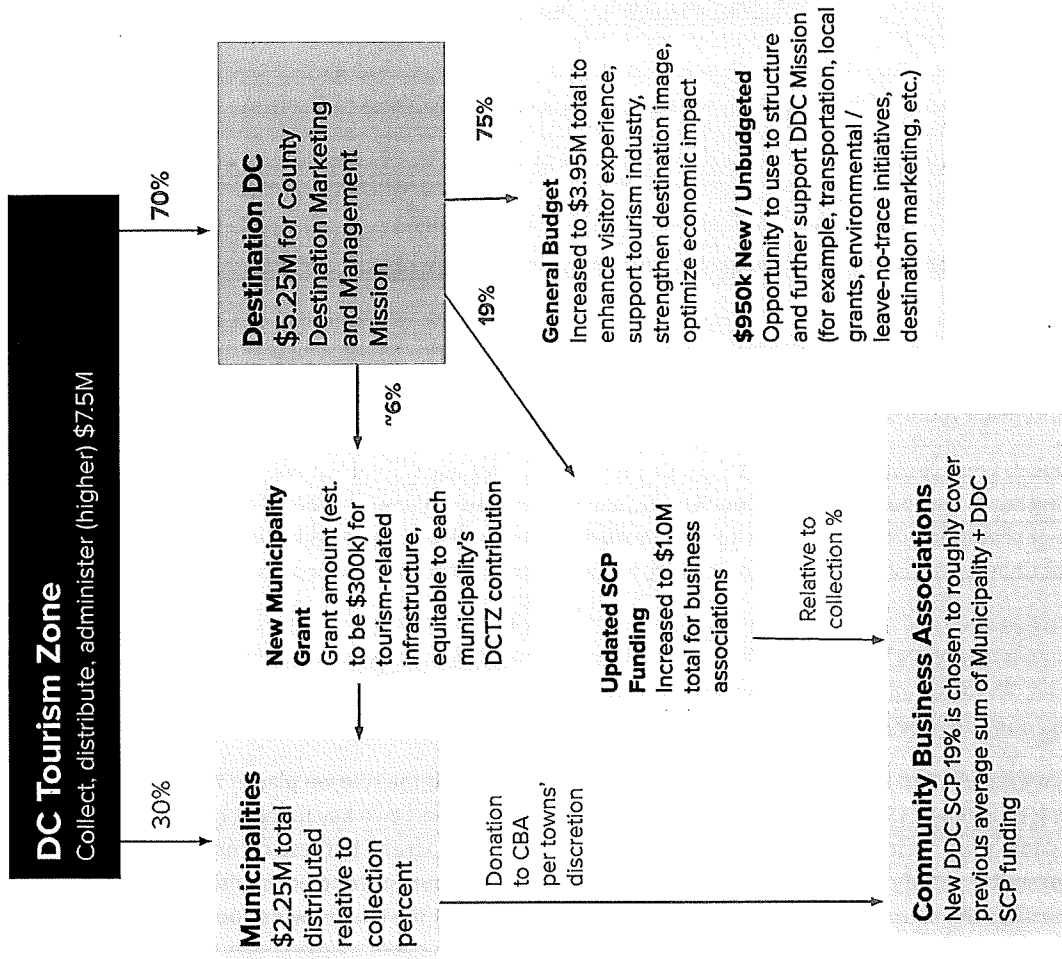
Todd Trimberger
Board Chairman, Destination Door County

Proposed Room Tax Collection Change for 2022

Current 5.5% System



Potential 8.0% System with Changes



* All dollar amounts are approximate numbers based on 2019, in which \$5.1 M was collected, to provide an example estimate for perspective 1/18/2021

According to state statute 66.016, room tax is generated through paid overnight stays and collected on behalf of member municipalities by the Door County Tourism Zone and redistributed back to municipalities and the tourism entity, Destination Door County. Room tax dollars provided to Destination Door County are restricted under state statute 66.016. Per state statute, at least 70% of room tax collections must be spent on tourism promotion and development.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the exclusivity agreement with WWP Development, LLC for the development of the West Waterfront, Lot 100, Site B, for a period of 90 days with a 30 day extension if need be.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: February 23, 2021

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2021



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 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.

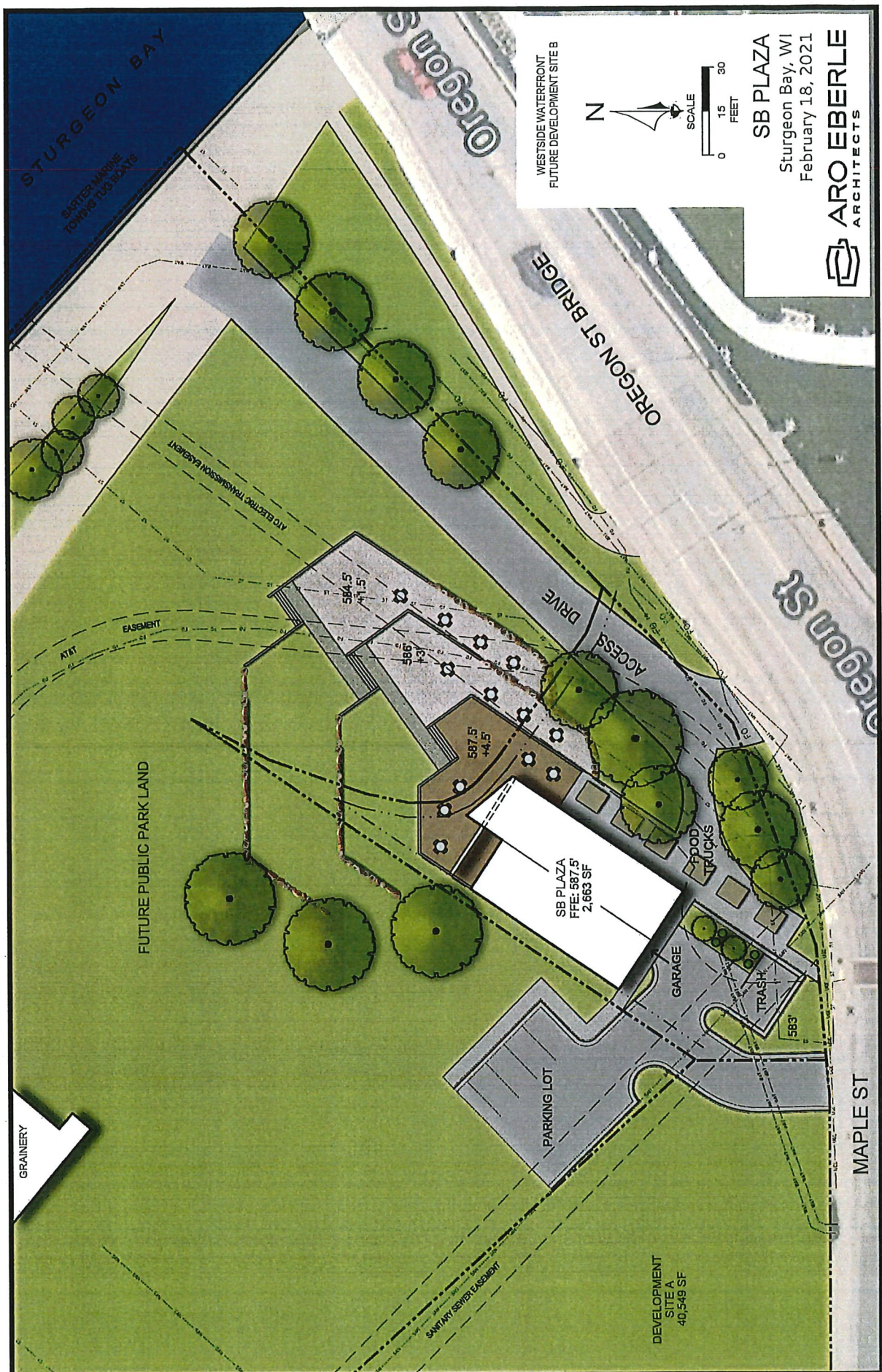
WWP Development, LLC

- 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



GRAINERY

FUTURE PUBLIC PARK LAND

STURGEON BAY
BATTERED MARINE
TOWING PUSHLIATS

WESTSIDE WATERFRONT
FUTURE DEVELOPMENT SITE B



SCALE
0 15 30
FEET

SB PLAZA
Sturgeon Bay, WI
February 18, 2021



OREGON ST BRIDGE

DRIVE ACCESS

SB PLAZA
FFE: 587.5'
2,663 SF

GARAGE

FOOD TRUCKS

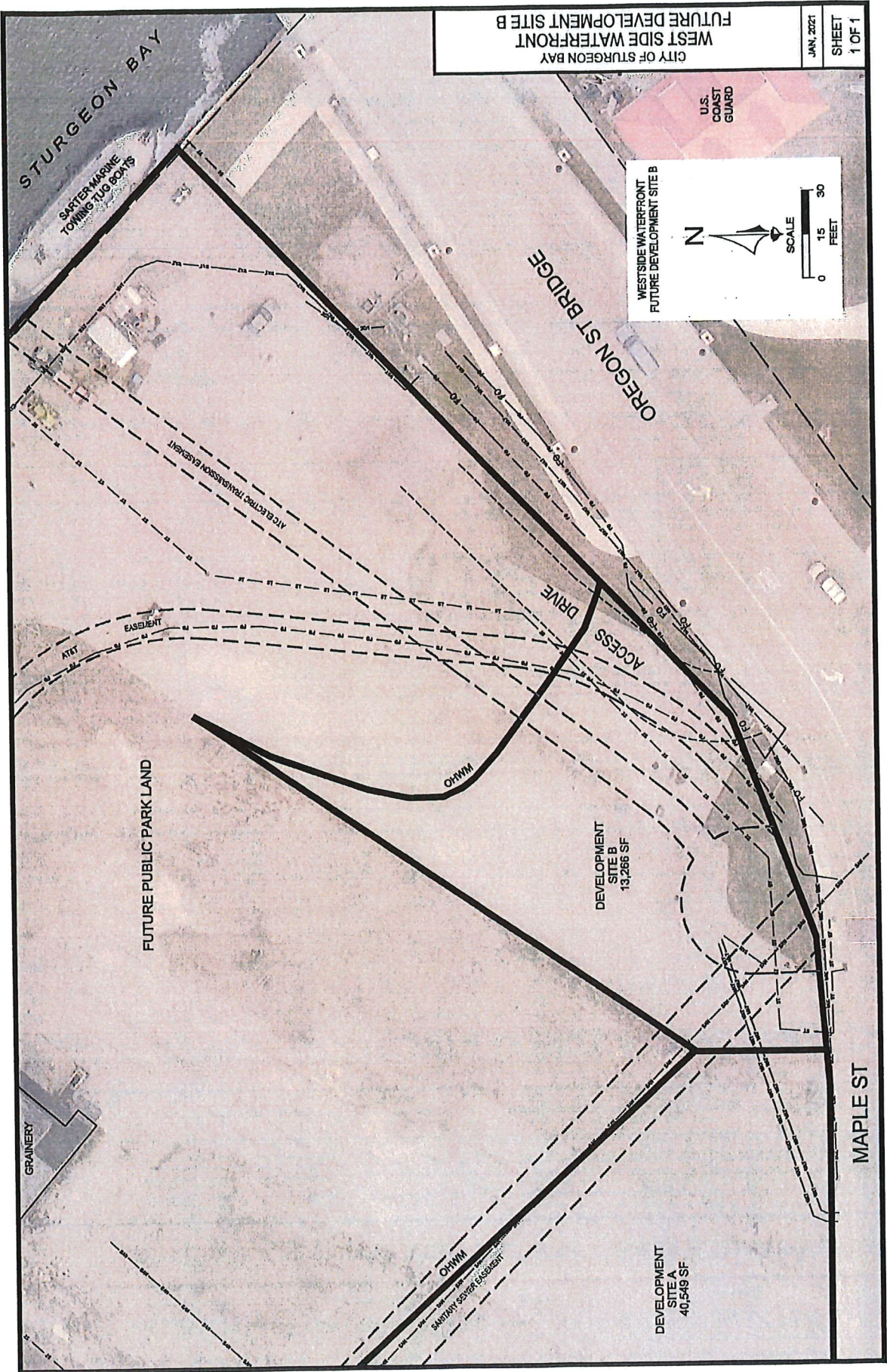
TRASH

PARKING LOT

MAPLE ST

DEVELOPMENT
SITE A
40,549 SF

SANITARY SEWER EASEMENT



CITY OF STURGEON BAY
 WEST SIDE WATERFRONT
 FUTURE DEVELOPMENT SITE B

JAN. 2021
 SHEET
 1 OF 1

U.S.
 COAST
 GUARD

WESTSIDE WATERFRONT
 FUTURE DEVELOPMENT SITE B

N

SCALE
 0 15 30
 FEET

STURGEON BAY
 SARTER MARINE
 TOWING TUG BOATS

OREGON ST BRIDGE

FUTURE PUBLIC PARK LAND

DEVELOPMENT
 SITE B
 13,266 SF

DEVELOPMENT
 SITE A
 40,549 SF

GRAINERY

MAPLE ST

DRIVE

ACCESS

EASEMENT

A/C ELECTRIC TRANSMISSION EASEMENT

OPWMM

OPWMM
 SANITARY SEWER EASEMENT

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the request for \$10,000 toward the support of a preliminary planning study for the Sturgeon Bay athletic fields.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: February 23, 2021

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2021



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

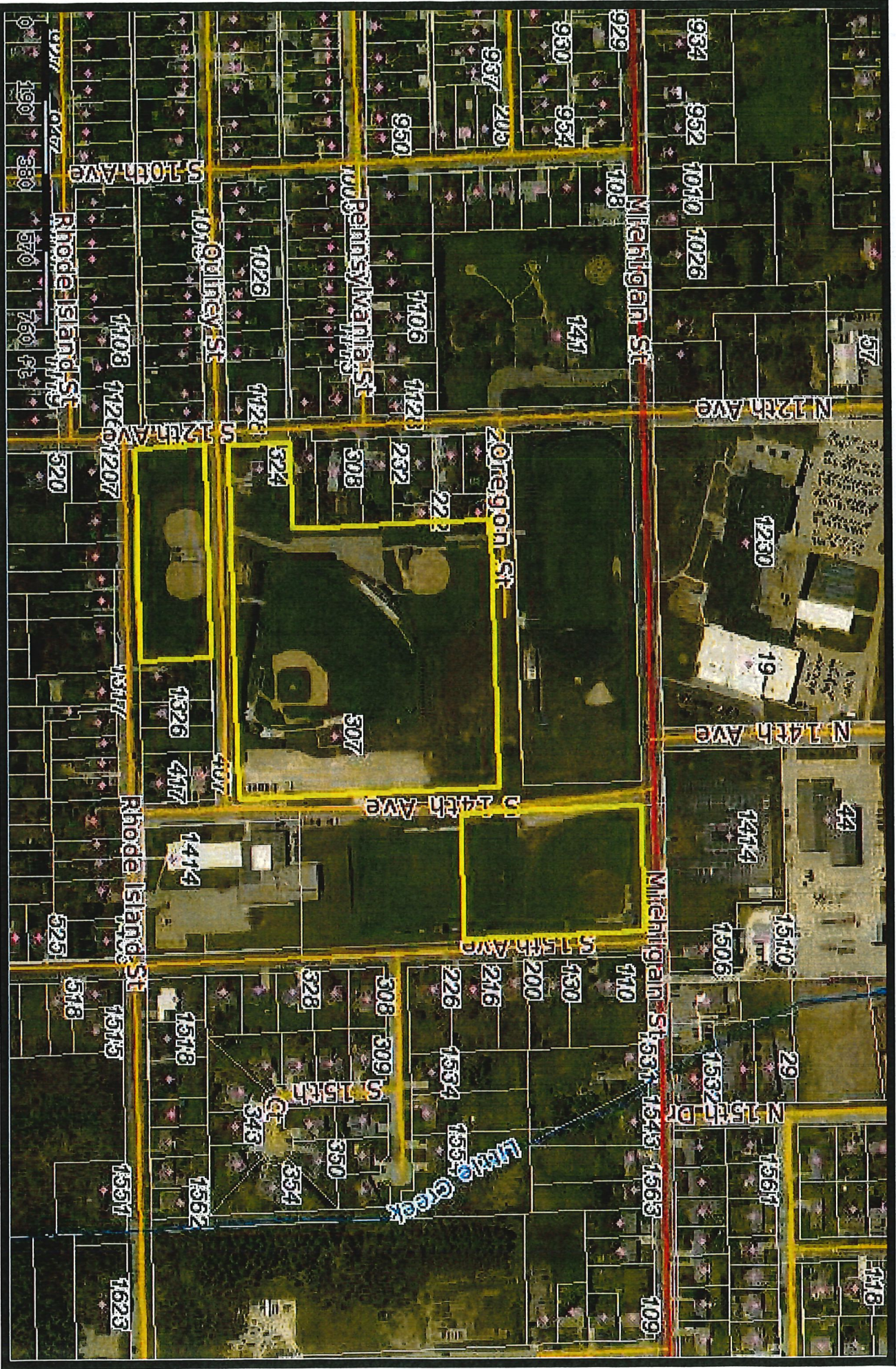
Athletic Fields

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

... from the Web Map of ...
(//www.co.door.wi.gov)



Door County, Wisconsin
... for all seasons!



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RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve proceeding with the eminent domain process with the assistance of special counsel and executing the process as soon as possible.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: February 23, 2021

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2021

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



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.

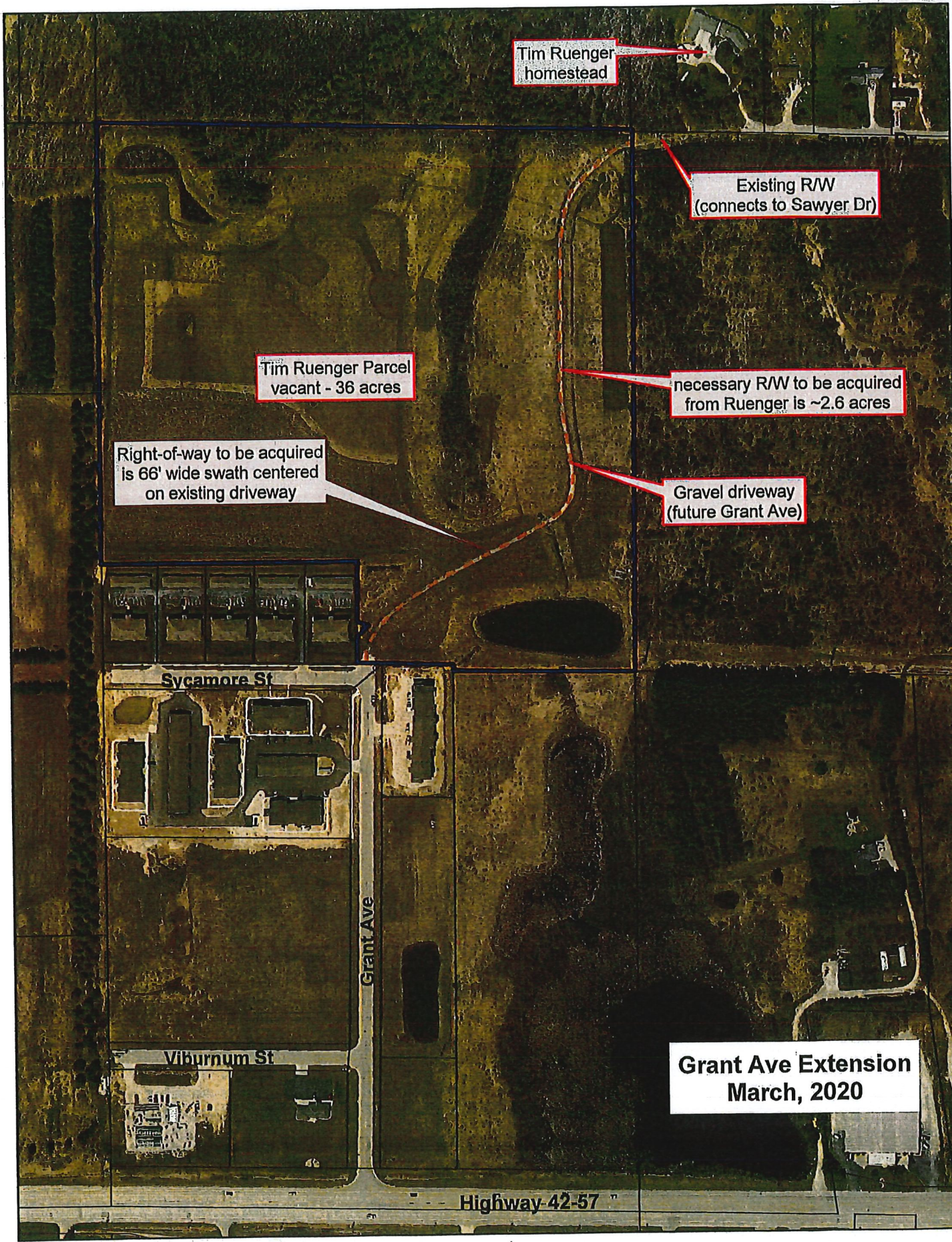
Initially, the City attempted to negotiate a purchase of the proposed right-of-way with Mr. Ruenger, but he is opposed to the road and has been reluctant to sell the needed right-of-way. However, he did indicate that he might be willing to sell the entire 36-acre parcel. The City then completed an appraisal 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

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.gov

If this is related to a records request, please email: dotdtdnerecords@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: excelevaluations@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

BROOKFIELD | GREEN BAY | MILWAUKEE V-CARD

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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 apartment 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 synopsisized 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.dca.state.wi.us/>

Last Updated September 2017

INTRODUCTION

The Wisconsin Constitution, Article I, 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.

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 offerors. 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.

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.

4

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.

5

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(1) 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(1) 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%.

6

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

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Joint Parks & Recreation Committee / Board, hereby recommend to approve the Otumba Beach Plan.

Respectfully submitted,

Joint Parks & Recreation Committee / Board
By: Helen Bacon, Chr.

RESOLVED, that the foregoing recommendation be adopted.

Dated: February 24, 2021

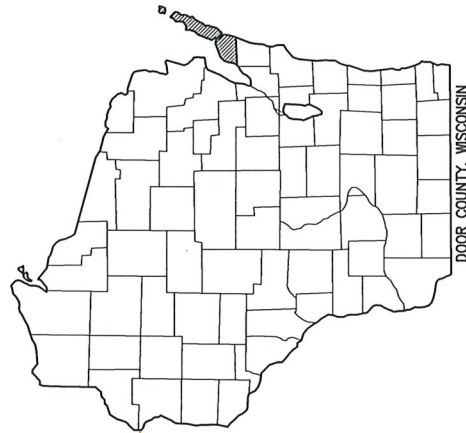
* * * * *

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

Passed by the Council on the _____ day of _____, 2021.

City of Sturgeon Bay Otumba Park Improvements 2021

JOB NUMBER
24112



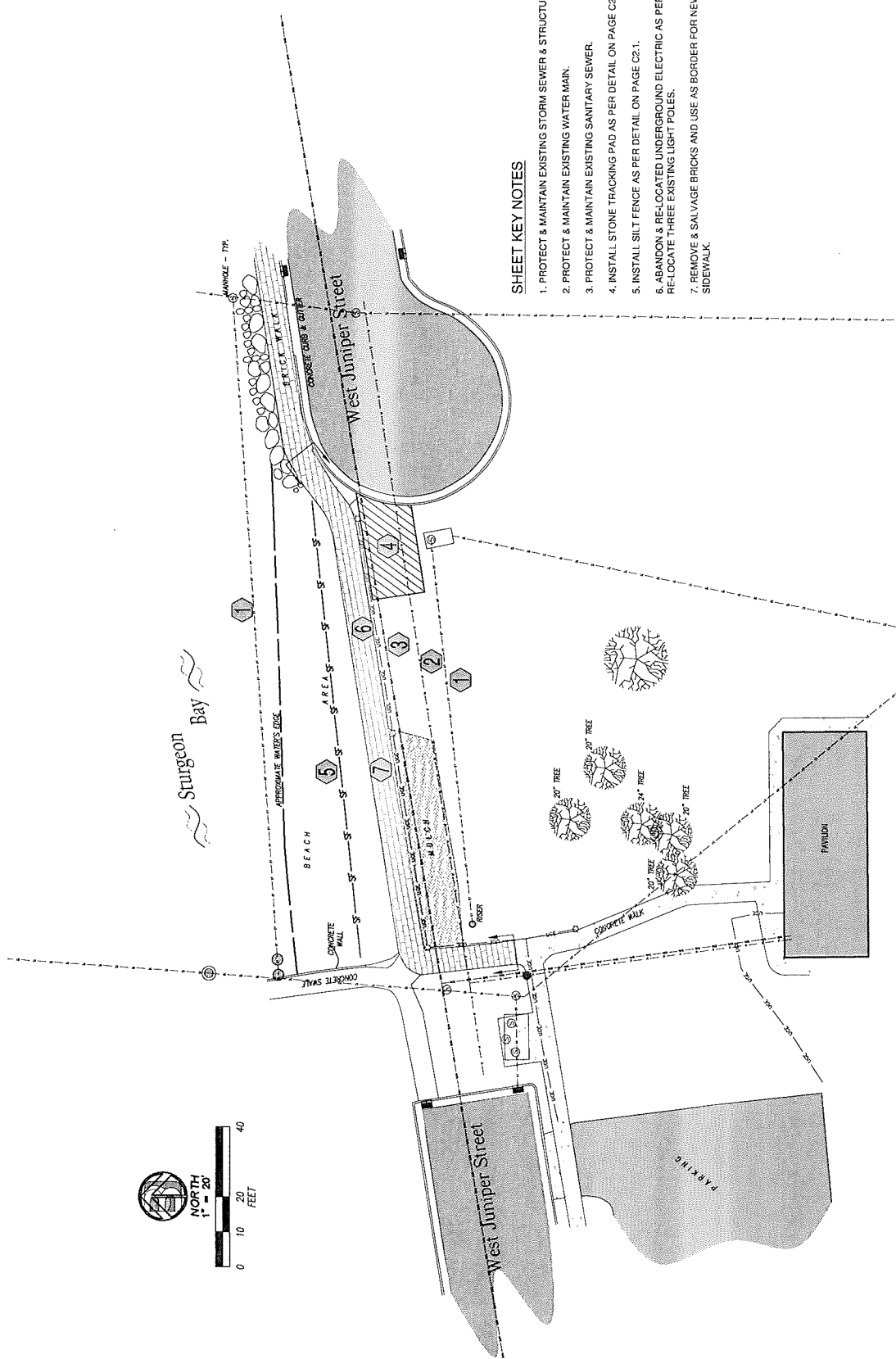
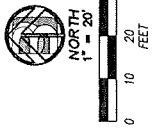
LOCATION SKETCH



INDEX OF SHEETS

C0.0	COVER & INDEX SHEET
C1.0	DEMOLITION / EROSION CONTROL PLAN
C1.1	OVERALL SITE PLAN
C1.2	DETAILED SITE PLAN
C1.3	GRADING PLAN
C1.4	UTILITY PLAN
C1.5	CONSTRUCTION DETAILS
C2.1	CONSTRUCTION DETAILS
C2.2	CONSTRUCTION DETAILS

<p>REUSE OF DOCUMENTS</p> <p>THIS DOCUMENT HAS BEEN DEVELOPED FOR A SPECIFIC APPLICATION AND NOT FOR GENERAL USE. THEREFORE IT MAY NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BAUDHUIN INCORPORATED. UNAPPROVED USE IS THE SOLE RESPONSIBILITY OF THE UNAUTHORIZED USER.</p>	<p>OTUMBA PARK COVER & INDEX SHEET</p>	<p>BAUDHUIN SURVEYING & ENGINEERING</p>	<p>312 N. 5TH AVENUE P.O. BOX 105 STURGEON BAY, WI 54225 PHONE: 920-745-8201</p>	<p>PLAN NAME 112-225</p> <p>DATE 2-17-21</p> <p>DESIGNED BY 2-25-21</p> <p>DATE 2-17-21</p> <p>JOB NUMBER 24112</p>
	<p>C0.0</p>	<p>City of Sturgeon Bay</p>	<p>BAUDHUIN SURVEYING & ENGINEERING</p>	<p>312 N. 5TH AVENUE P.O. BOX 105 STURGEON BAY, WI 54225 PHONE: 920-745-8201</p>



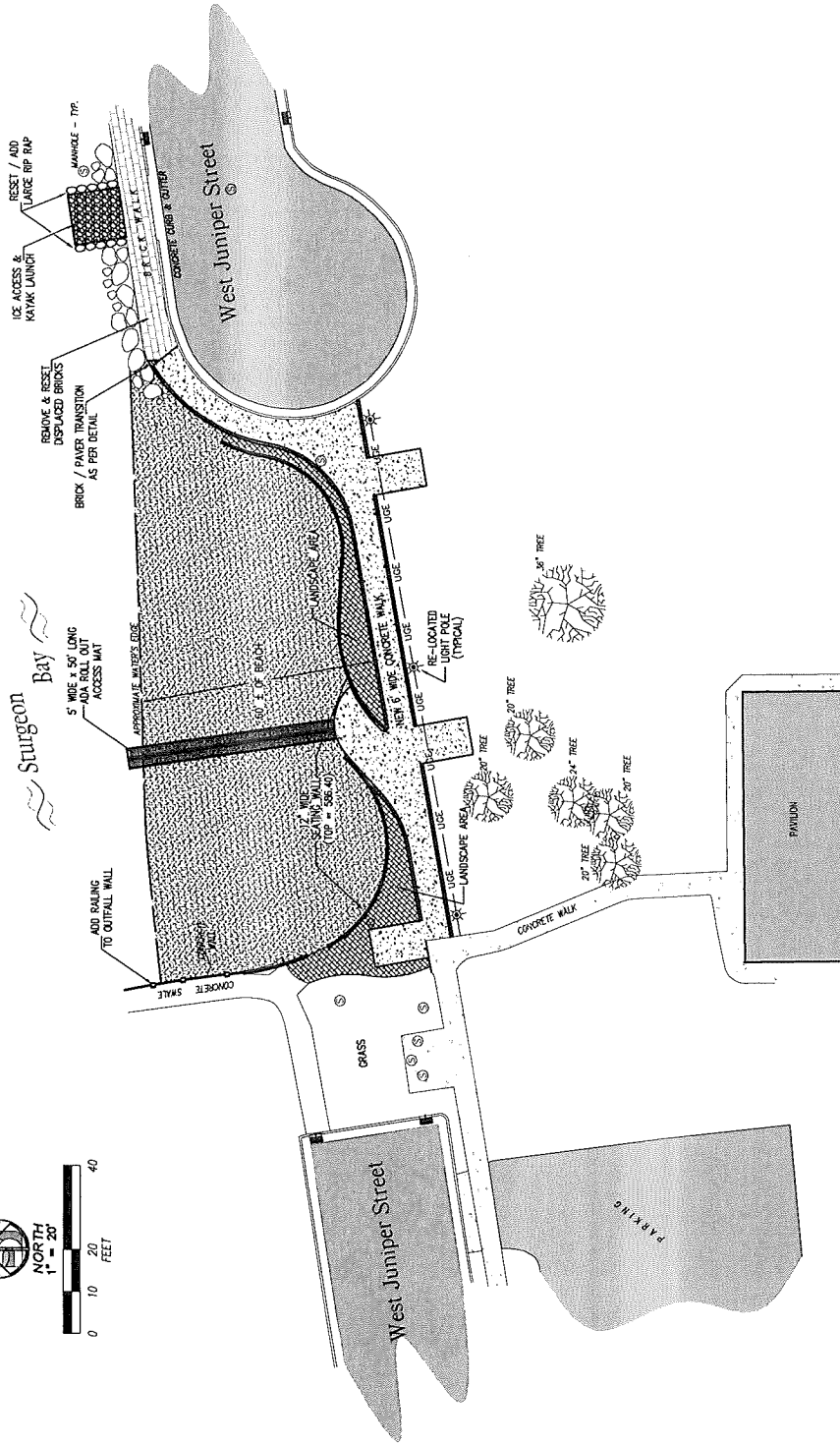
SHEET KEY NOTES

1. PROTECT & MAINTAIN EXISTING STORM SEWER & STRUCTURES.
2. PROTECT & MAINTAIN EXISTING WATER MAIN.
3. PROTECT & MAINTAIN EXISTING SANITARY SEWER.
4. INSTALL STONE TRACKING PAD AS PER DETAIL ON PAGE C2.1.
5. INSTALL SILT FENCE AS PER DETAIL ON PAGE C2.1.
6. ABANDON & RE-LOCATED UNDERGROUND ELECTRIC AS PER UTILITY PLAN. RE-LOCATE THREE EXISTING LIGHT POLES.
7. REMOVE & SALVAGE BRICKS AND USE AS BORDER FOR NEW CONCRETE SIDEWALK.

<p style="font-size: 1.2em; font-weight: bold;">City of Sturgeon Bay</p>	<p style="font-size: 1.2em; font-weight: bold;">OTUMBA PARK</p> <p style="font-size: 1.2em; font-weight: bold;">DEMOLITION / EROSION CONTROL PLAN</p>	<p style="font-size: 1.2em; font-weight: bold;">BAUDHUIN</p> <p style="font-size: 1.2em; font-weight: bold;">SURVEYING & ENGINEERING</p>	<p>DATE: 11-2-05 PROJECT: OTUMBA PARK 2412 DRAWN BY: S.J.P. CHECKED BY: J.S.P. SCALE: AS SHOWN SHEET NO: 2412</p>
	<p>312 N. 5TH AVENUE P.O. BOX 108 STURGEON BAY, WI 54235 PHONE: 920-743-8211</p>		<p>DATE: 11-2-05 PROJECT: OTUMBA PARK 2412 DRAWN BY: S.J.P. CHECKED BY: J.S.P. SCALE: AS SHOWN SHEET NO: 2412</p>

C1.1

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C1.2

OTUMBA PARK
 OVERALL SITE PLAN

City of Sturgeon Bay

BAUDHUIN
 SURVEYING &
 ENGINEERING

310 N. 5TH AVENUE
 P.O. BOX 105
 STURGEON BAY, WI
 54235
 PHONE: 920-743-8211

DATE: 11/2/05
 PROJECT: OTUMBA PARK 2412
 DRAWN BY: S.J.P.
 CHECKED BY: S.J.P.
 DATE: 11/2/05
 SCALE: AS SHOWN
 SHEET NO: 2412



Sturgeon Bay

5' WIDE x 50' LONG
ADA ROLL OUT
ACCESS MAT

ADD RAILING
TO OUTFALL WALL

60' ± OF BEACH

12" WIDE
SEATING WALL
(TOP = 586.40)

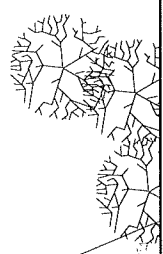
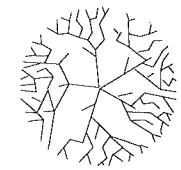
LANDSCAPE AREA

NEW 6' WIDE CONCRETE WALK

RE-LOCATED
LIGHT POLE
(TYPICAL)

YARD DRAIN

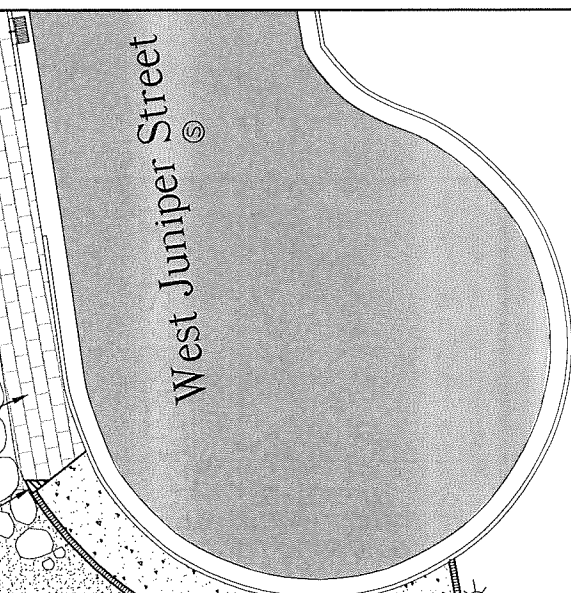
LANDSCAPE AREA



REMOVE & RESET
DISPLACED BRICKS
BRICK / PAVER TRANSITION
AS PER DETAIL

ICE ACCESS &
KAYAK LAUNCH

RESET / ADD
LARGE RIP RAP



SHEET KEY NOTES

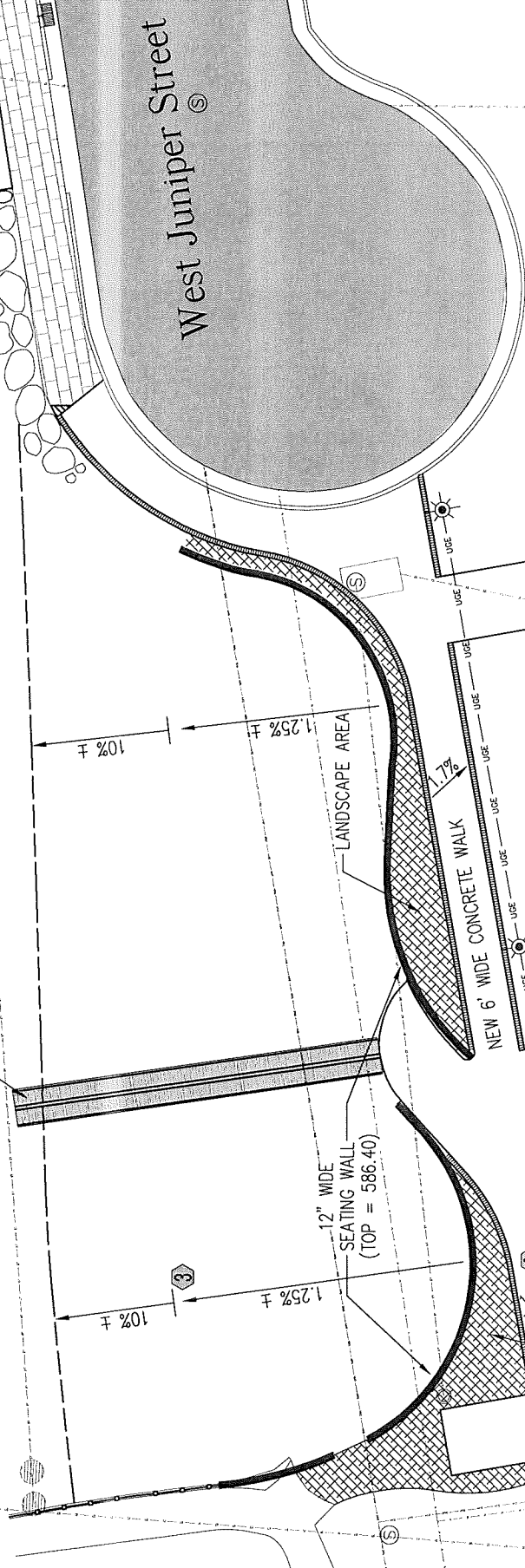
1. CONSTRUCT NEW RETAINING WALL AS PER NEW WALL SECTION VIEW ON PAGE C201. WALL TO BE FACED WITH CULTURED STONE MATCHING THE EXISTING PAVILION WALL. TO BE INSULATED AS PER DETAIL.
2. ADD STAINLESS STEEL RAILING TO OUTFALL WALL.
3. REACH AREA TO BE EXPANDED. UNDERCUT EXISTING GRASS AREAS AND PLACE A MINIMUM OF 2 FEET OF SAND. FINISH CROSS SECTION TO APPROXIMATELY MATCH ELEVATIONS SHOWN ON SECTION VIEW.
4. CONSTRUCT ICE ACCESS/KAYAK LAUNCH WITH 1/2" - 1" ROUND STONE. LINE PERIMETER WITH SALVAGED OR IMPORTED LARGE RIP RAP.
5. INSTALL THREE 6" X 1/2" CONCRETE PADS FOR PICNIC TABLE AREAS. TABLES TO BE PROVIDED AND INSTALLED BY CITY.
6. PLACE 6" OF TOPSOIL IN LANDSCAPE AREAS AND FINISH GRADE. ALL PLANTINGS BY CITY.
7. 6" WIDE X 5" THICK CONCRETE SIDEWALK WITH BRICK PAVER EDGING, AS PER DETAIL B ON PAGE C2.1. USE BRICK PAVERS SALVAGED FROM OLD WALKWAY.

<p>REUSE OF DOCUMENTS</p> <p>THIS DOCUMENT HAS BEEN DEVELOPED FOR ONE SPECIFIC PROJECT AND IS NOT TO BE USED WITHOUT THE WRITTEN APPROVAL OF THE DESIGNER. ANY REUSE OF THIS DOCUMENT IS THE SOLE RESPONSIBILITY OF THE UNAUTHORIZED USER.</p>	<p>OTUMBA PARK DETAILED SITE PLAN</p>	<p>City of Sturgeon Bay</p>	<p>BAUDHUIN SURVEYING & ENGINEERING</p>	<p>312 N. 5TH AVENUE P.O. BOX 105 STURGEON BAY, WI 54235 PHONE: 920-745-8211</p>	<p>DATE: 11-25-21</p> <p>PROJECT: OTUMBA PARK 24112</p> <p>SCALE: 2-25-21</p> <p>2-17-21</p> <p>24112</p>
	<p>C1.3</p>	<p>OTUMBA PARK DETAILED SITE PLAN</p>	<p>City of Sturgeon Bay</p>	<p>BAUDHUIN SURVEYING & ENGINEERING</p>	<p>312 N. 5TH AVENUE P.O. BOX 105 STURGEON BAY, WI 54235 PHONE: 920-745-8211</p>



Sturgeon Bay

5' WIDE x 50' LONG
ADA ROLL OUT
ACCESS MAT



SHEET KEY NOTES

1. SET YARD DRAIN 6 INCHES BELOW SURROUNDING GRADE. FINISH GRADE DISTURBED AREAS TOWARD THE YARD DRAIN. TOPSOIL, SEED AND MULCH.
2. PROVIDE 0.1 FOOT CROSS SLOPE (1.7%) TO THE SOUTH ON THE NEW SIDEWALK AND DIRECT RUN-OFF TOWARD YARD DRAIN.
3. SLOPE THE FIRST 40 FEET +/- OF BEACH AT APPROXIMATELY 1.25% AND THE FINAL 20 FEET AT APPROXIMATELY 10%. GOAL IS TO PROVIDE AS MUCH DRY BEACH AS PRACTICAL.

DATE	PLAN NAME	DRAWN BY
VARR/LDB/MS	112-265	
PROJECT	OTUMBA PARK 2412	DESIGNED BY
STURGEON BAY, WI		SLOPE
		DATE
		2-17-21
		JOB NUMBER
		2412
		HORIZ. - 1" = 10'



BAUDHUIN
SURVEYING &
ENGINEERING

City of Sturgeon Bay

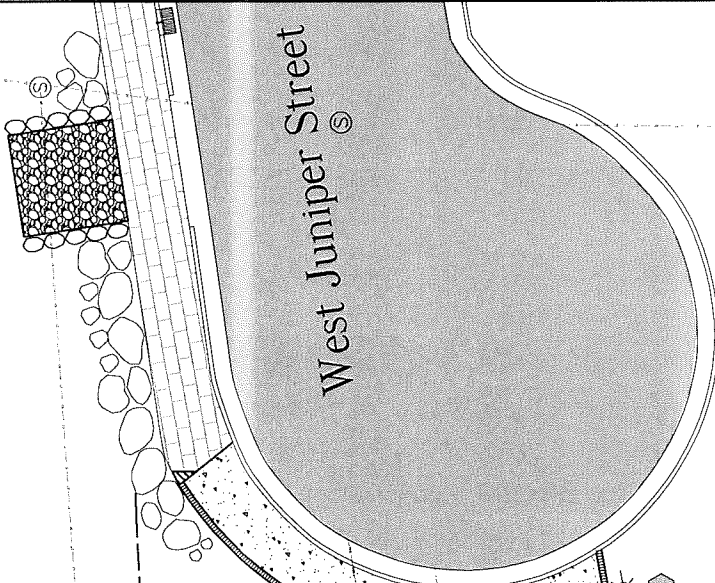
OTUMBA PARK
GRADING PLAN

REUSE OF DOCUMENTS
THIS DOCUMENT HAS BEEN DEVELOPED FOR
GENERAL USE. THEREFORE IT MAY NOT BE
USED WITHOUT THE WRITTEN APPROVAL OF
THE ENGINEER OF RECORD. THE USER'S
USE IS THE SOLE RESPONSIBILITY OF THE
UNAUTHORIZED USER.

C1.4



Sturgeon Bay



SHEET KEY NOTES

1. RELOCATE EXISTING LIGHT POLES, INCLUDING INSTALLATION OF CONCRETE BASE BASE PLATE AND ELECTRICAL CONDUIT AS PER DETAIL ON PAGE C2.1.
2. INSTALL NEW UNDERGROUND ELECTRICAL TO SERVE THE THREE RE-LOCATED LIGHT POLES.
3. INSTALL NEW PVC YARD DRAIN WITH PEDESTRIAN SAFE GRATE AS PER DETAIL ON PAGE C2.2. CONTRACTOR TO VERIFY CONNECTION ELEVATION PRIOR TO INSTALLING PIPE OR YARD DRAIN.

RE-LOCATED LIGHT POLE (TYPICAL)

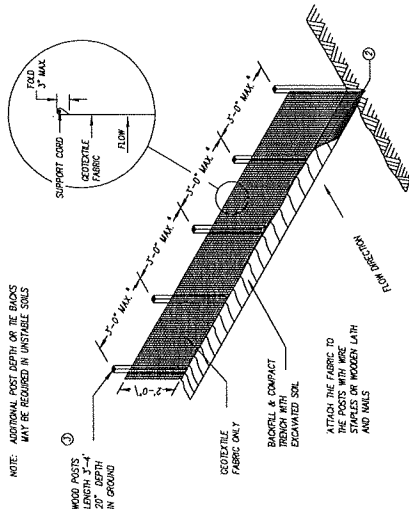
YARD DRAIN @ 27' - 6" STORM SEWER @ 0.70%
RIM = 584.00
INV. = 582.50

TAP EXISTING PIPE
AT INV. = 582.25
(CONTRACTOR TO VERIFY)

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				PROJECT: 312 N. STU AVENUE OTUMBA PARK 24112 STURGEON BAY, MI 49435	REVISED DATE: 11-2-2012
C1.5		BAUDHUIN SURVEYING & ENGINEERING		SHEET NO.: 2-5 OF 20	JOB NUMBER: 24112

Silt Fence Detail

NO SCALE

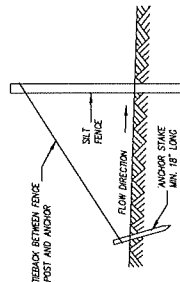


NOTE: ADDITIONAL POST DEPTH OR THE BACKS MAY BE REQUIRED IN UNSTABLE SOILS

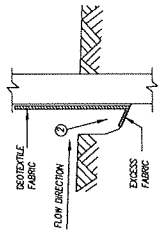
- 1. WOOD POSTS 20" DEPTH IN GROUND
- 2. GEOTEXTILE FABRIC ONLY
- 3. BACKFILL & COMPACT TRENCH WITH ENHANCED SOIL
- 4. ATTACH THE FABRIC TO STAPLES OR WOODEN LATH AND NAILS

* NOTE: 8"-0" POST SPACING ALLOWED IF A WHEN GEOTEXTILE FABRIC IS USED.

SILT FENCE

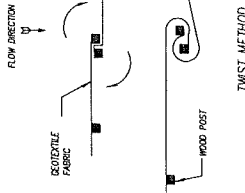


SILT FENCE TIE BACK (WHEN ADDITIONAL SUPPORT REQUIRED)

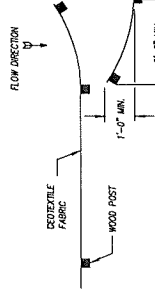


TRENCH DETAIL

SILT FENCE SHALL CONFORM TO DNR TECHNICAL STANDARD 1036.



TWIST METHOD



HOOK METHOD

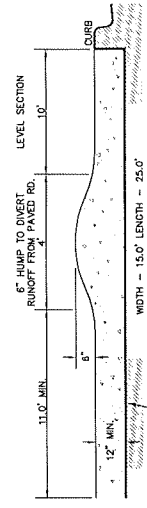
JOINING TWO LENGTHS OF SILT FENCE

GENERAL NOTES

- HORIZONTAL BRACE REQUIRED WITH 2" X 4" WOODEN FRAME OR EQUIVALENT AT TOP OF POSTS.
- TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH AND BACKFILL & COMPACT TRENCH WITH ENHANCED SOIL.
- WOOD POSTS SHALL BE A MINIMUM SIZE OF 1" X 1" OF OAK OR HICKORY.
- SILT FENCE TO EXTEND ACROSS THE TOP OF THE PIPE.
- CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO FIT. IF NECESSARY, OVERLAP THE END POSTS AND MUST BE ROTATED AT LEAST 180 DEGREES. B) HOOK THE END OF EACH SILT FENCE LENGTH.

Stone Tracking Pad Detail

NO SCALE



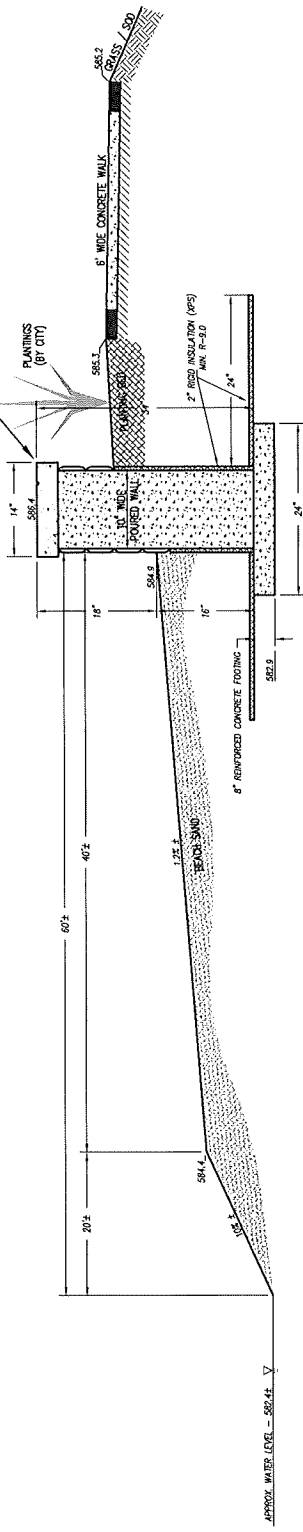
GEOTEXTILE TO STOPPING OF SUBGRADE SILT

- SPECIFICATIONS:
- CLEAR THE ENTRANCE / EXIT AREA OF ALL VEGETATION, ROCKS, AND OTHER OBSTRUCTIONS.
 - GRADE THE ROAD FOUNDATION SO THAT THE ENTRANCE / EXIT WILL HAVE A CROSS SLOPE.
 - PLACE STONE TO THE DIMENSIONS, GRADE AND ELEVATION SPECIFIED.
 - USE WASHED STONE 3" TO 6" IN SIZE.

NOTE: MAINTAIN THE STONE PAD IN A CONDITION TO PREVENT MUD OR SEDIMENT FROM LEAVING THE SITE. SHOULD MUD BE TRACKED OR WASHED ONTO ROAD, IT MUST BE REMOVED IMMEDIATELY.

New Wall Section View

NO SCALE



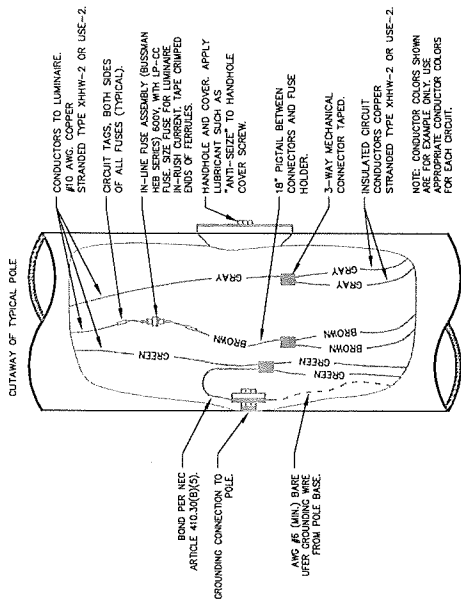
APPROX. WATER LEVEL - 584.4' ±

	315 N. 5TH AVENUE P.O. BOX 105 STURGEON BAY, WI 54235 PHONE: 920-743-8211	DRAWN BY: J.S. CHECKED BY: J.S. PROJECT: OTUMBA PARK 24112 REVISION DATE: 2-21-21 SCALE: AS SHOWN JOB NUMBER: 24112
	CITY OF STURGEON BAY CONSTRUCTION DETAILS	BAUDHUIN SURVEYING & ENGINEERING

C2.1

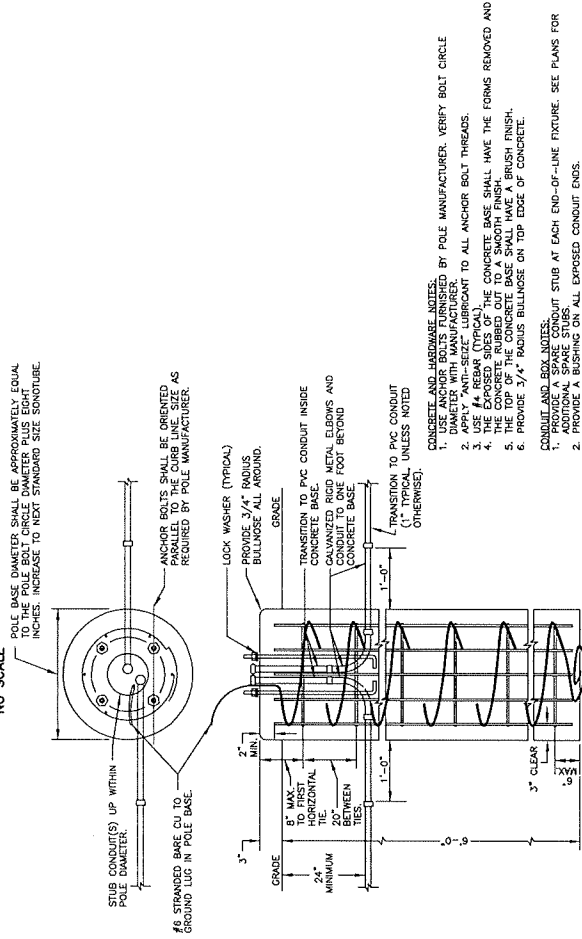
Light Pole Cutaway (277 Volts, 1 Phase)

NO SCALE



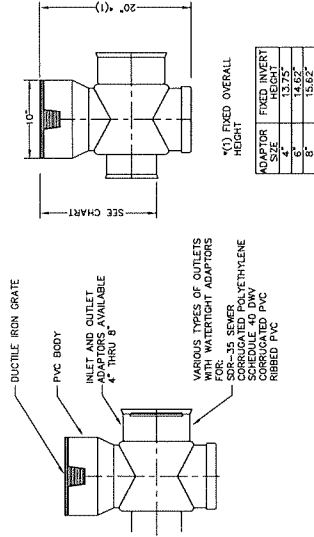
Concrete Base Detail

NO SCALE



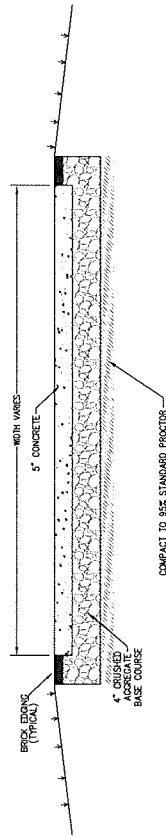
10" Drain Basin

NO SCALE



Sidewalk Detail

NO SCALE



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OTUMBA PARK
CONSTRUCTION DETAILS

City of Sturgeon Bay

B
BAUDHUIN
SURVEYING &
ENGINEERING

312 N. 5TH AVENUE
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STURGEON BAY, WI
54235
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DATE	REVISED	BY	DATE
11-2-85	11-2-85	VARADUNA	24112
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11-2-85	11-2-85	VARADUNA	24112