



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA  
TUESDAY, FEBRUARY 15, 2011  
7:00 P.M.  
COUNCIL CHAMBERS, CITY HALL – 421 MICHIGAN STREET  
THAD G. BIRMINGHAM, MAYOR**

1. Call to order.
2. Pledge of Allegiance.
3. Roll call.
4. Adoption of agenda.
5. Review of unfinished business list.
6. Consideration of the following bills: General Fund – \$177,001.17, Capital Fund - \$30,206.68, Cable TV - \$36.75, TID #3 - \$31,293.05 and Solid Waste Enterprise - \$12,564.32 for a grand total of \$251,101.97. [roll call]
7. **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 2/1/11 regular Common Council minutes.
    - \* b. Approval of the following minutes:
      - (1) Finance/Purchasing & Building Committee – 1/25/11
      - (2) Park & Recreation Committee/Board – 1/26/11
      - (3) Historic Preservation Commission – 2/1/11
    - \* c. Accept and place on file the following reports:
      - (1) Inspection Department Report – December 2010
      - (2) Inspection Department Report - January 2011
    - \* d. Consideration of: Beverage Operator license.
    - \* e. Finance/Purchasing & Building Committee recommendation re: Deny request from Andrew Scholz, Shipyard Development/Center Point Marina, to waive invoice #2010238 in the amount of \$100.00 for snow removal.
    - \* f. Finance/Purchasing & Building Committee recommendation re: Authorize City Attorney to pursue legal action against Champion Packaging and Premier Delivery, Inc. to obtain a judgment, in the amount of \$10,846.69, due to the City for clean-up of a chemical spill on May 28, 2009 in the Industrial Park.

- \* g. Finance/Purchasing & Building Committee recommendation re: Sole source purchase and contract with Milliman to provide the GASB 45 Actuarial Valuation services for the City in the amount of \$6,000.00 for the years beginning January 1, 2011 and ending December 31, 2013.
- \* h. Finance/Purchasing & Building Committee recommendation re: Renew the IS contract with County of Door for IS support for a three year term beginning March 1, 2011 and ending February 28, 2014 in the amount of \$30,000.00 annually, due in twelve equal payments of \$2,500.00.

8. Mayoral appointments.
9. Consideration of: Bids for Squad Cars.
10. Historic Preservation Commission recommendation re: Designating the Hans Hanson homestead, located at 2022 Utah Street, as a local historic structure/site.
11. Historic Preservation Commission recommendation re: Designating the Cardy Paleoindian Camp, located at 322 and 334 W. Spruce Street, as a local historic site.
12. Public comment.
13. Mayor's comments.
14. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date:

Time:

By:

2/11/11  
1:00 pm  
sljpc

CITY OF STURGEON BAY  
UNFINISHED BUSINESS  
February 1, 2011

**PARK & RECREATION COMMITTEE/BOARD:**

1. Study and recommendation re: Sturgeon Bay Bicycle Master Plan. (1/4/11)

**FINANCE/PURCHASING & BUILDING COMMITTEE:**

1. Study and recommendation re: Budget Services Ad Hoc Final Report. (2/1/11)

CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 02/15/11

| VENDOR #                              | NAME                         | ITEM DESCRIPTION              | ACCOUNT #        | AMOUNT DUE |
|---------------------------------------|------------------------------|-------------------------------|------------------|------------|
| GENERAL FUND                          |                              |                               |                  |            |
| GENERAL FUND                          |                              |                               |                  |            |
| REVENUE                               |                              |                               |                  |            |
| BOUCHE                                | BOUCHE SEAY PARK, LLC        | 01/11 OVER PAYMENT            | 01-000-000-41300 | 8.00       |
| TOTAL REVENUE                         |                              |                               |                  | 8.00       |
| TOTAL GENERAL FUND                    |                              |                               |                  | 8.00       |
| LAW/LEGAL                             |                              |                               |                  |            |
| BUELOW                                | BUELOW, VETTER, BUIKEMA,     | PROFESSIONAL SERVICES         | 01-110-000-57900 | 350.00     |
| TOTAL                                 |                              |                               |                  | 350.00     |
| TOTAL LAW/LEGAL                       |                              |                               |                  | 350.00     |
| CITY CLERK-TREASURER                  |                              |                               |                  |            |
| 03330                                 | VALERIE CLARIZIO             | GFOA CONF AIRFARE SAN ANTONIO | 01-115-000-55600 | 374.30     |
| RELIABLE                              | RELIABLE OFFICE SUPPLIES     | BANKERS BOXES                 | 01-115-000-51950 | 99.46      |
| TOTAL                                 |                              |                               |                  | 473.76     |
| TOTAL CITY CLERK-TREASURER            |                              |                               |                  | 473.76     |
| ADMINISTRATION                        |                              |                               |                  |            |
| 11825                                 | KRUKOWSKI AND COSTELLO       | SHIPPING                      | 01-120-000-56000 | 10.00      |
| TOTAL                                 |                              |                               |                  | 10.00      |
| TOTAL ADMINISTRATION                  |                              |                               |                  | 10.00      |
| CITY ASSESSOR                         |                              |                               |                  |            |
| ASSO APP                              | ASSOCIATED APPRAISAL         | 02/15/11 CONTRACT             | 01-130-000-55010 | 937.50     |
| TOTAL                                 |                              |                               |                  | 937.50     |
| TOTAL CITY ASSESSOR                   |                              |                               |                  | 937.50     |
| BUILDING/ZONING CODE ENFORCMENT       |                              |                               |                  |            |
| 02220                                 | BAYLAKE BANK                 | OVER PAYMENT OF PERMIT        | 01-140-000-55010 | 25.00      |
| 09223                                 | INDEPENDENT INSPECTIONS, LTD | 01/11 PERMITS                 | 01-140-000-55010 | 2,564.09   |
| TOTAL                                 |                              |                               |                  | 2,589.09   |
| TOTAL BUILDING/ZONING CODE ENFORCMENT |                              |                               |                  | 2,589.09   |
| MUNICIPAL SERVICES ADMIN.             |                              |                               |                  |            |

INVOICES DUE ON/BEFORE 02/15/11

| VENDOR #                          | NAME                         | ITEM DESCRIPTION           | ACCOUNT #        | AMOUNT DUE |
|-----------------------------------|------------------------------|----------------------------|------------------|------------|
| GENERAL FUND                      |                              |                            |                  |            |
| MUNICIPAL SERVICES ADMIN.         |                              |                            |                  |            |
| 08167                             | GANNETT WISCONSIN NEWSPAPERS | 6 PRESSBOARD REPORT COVERS | 01-145-000-51950 | 46.80      |
| DLT                               | DLT SOLUTIONS INC.           | AUTO CAD                   | 01-145-000-55550 | 3,000.00   |
| TOTAL                             |                              |                            |                  | 3,046.80   |
| TOTAL MUNICIPAL SERVICES ADMIN.   |                              |                            |                  | 3,046.80   |
| PUBLIC WORKS ADMINISTRATION       |                              |                            |                  |            |
| 03767                             | STAPLES ADVANTAGE            | FILE FOLDERS & COPY PAPER  | 01-150-000-52800 | 155.90     |
| LENIUS                            | JENNIFER LENIUS              | REIMB FARMERS MARKET CONF  | 01-150-000-55600 | 210.01     |
| TOTAL                             |                              |                            |                  | 365.91     |
| TOTAL PUBLIC WORKS ADMINISTRATION |                              |                            |                  | 365.91     |
| ELECTIONS DEPARTMENT              |                              |                            |                  |            |
| DOMINION                          | DOMINION VOTING SYSTEMS, INC | 3 HARDWARE MAINT           | 01-155-000-58999 | 140.94     |
| DOMINION                          |                              | 3 TSX HARDWARE MAINT       | 01-155-000-58999 | 297.54     |
| DOMINION                          |                              | 3 TSX SOFTWARE LIC         | 01-155-000-58999 | 15.66      |
| TOTAL                             |                              |                            |                  | 454.14     |
| TOTAL ELECTIONS DEPARTMENT        |                              |                            |                  | 454.14     |
| CITY HALL                         |                              |                            |                  |            |
| 02975                             | CAMERA CORNER                | REPAIR OH PROJECTOR        | 01-160-000-58999 | 751.00     |
| 13365                             | MEISSNER LANDSCAPE INC       | LANDSCAPE DESIGN SERVICE   | 01-160-000-51750 | 200.00     |
| 19880                             | STURGEON BAY UTILITIES       | 421 MICHIGAN ST            | 01-160-000-56150 | 2,528.30   |
| 19880                             |                              | 421 MICHIGAN ST            | 01-160-000-58650 | 186.47     |
| KONE                              | KONE INC.                    | REPIARS TO ELEVATOR #2     | 01-160-000-58999 | 714.48     |
| TOTAL                             |                              |                            |                  | 4,380.25   |
| TOTAL CITY HALL                   |                              |                            |                  | 4,380.25   |
| INSURANCE                         |                              |                            |                  |            |
| BH                                | BURKART HEISDORF INSURANCE   | 02/11 GEN LIABILITY        | 01-165-000-56400 | 2,706.00   |
| BH                                |                              | 02/11 POLICE LIABILITY     | 01-165-000-57150 | 1,073.00   |
| BH                                |                              | 02/11 PUBLIC OFFICIALS     | 01-165-000-57400 | 1,027.00   |
| BH                                |                              | 02/11 AUTO LIABILITY       | 01-165-000-55200 | 1,488.00   |
| BH                                |                              | 02/11 AUTO PHYS DAMAGE     | 01-165-000-55200 | 1,066.00   |
| BH                                |                              | 02/11 WORKERS COMP         | 01-165-000-58750 | 11,457.00  |
| TOTAL                             |                              |                            |                  | 18,817.00  |
| TOTAL INSURANCE                   |                              |                            |                  | 18,817.00  |

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| VENDOR #                   | NAME                         | ITEM DESCRIPTION               | ACCOUNT #        | AMOUNT DUE |
|----------------------------|------------------------------|--------------------------------|------------------|------------|
| GENERAL FUND               |                              |                                |                  |            |
| GENERAL EXPENDITURES       |                              |                                |                  |            |
| 04696                      | DOOR COUNTY TREASURER        | 01/11 CH PHONE                 | 01-199-000-58200 | 135.89     |
| 04696                      |                              | 01/11 FD PHONE                 | 01-199-000-58200 | 30.92      |
| 04696                      |                              | 01/11 MS PHONE                 | 01-199-000-58200 | 49.53      |
| 04696                      |                              | 01/11 PD PHONE                 | 01-199-000-58200 | 90.34      |
| 04696                      |                              | 2010 4TH QTR PHONE SERVICE     | 01-199-000-58200 | 913.65     |
| 08167                      | GANNETT WISCONSIN NEWSPAPERS | PHN MARINA VIEW                | 01-199-000-51525 | 79.84      |
| 08167                      |                              | SEASONAL EMP AD                | 01-199-000-57450 | 36.28      |
| 08167                      |                              | PHN ZIMMERNAN                  | 01-199-000-51525 | 49.02      |
| 08167                      |                              | PHN CARDY                      | 01-199-000-51525 | 22.75      |
| 08167                      |                              | PHN HANS HOUSE                 | 01-199-000-51525 | 23.92      |
| TOTAL                      |                              |                                |                  | 1,432.14   |
| TOTAL GENERAL EXPENDITURES |                              |                                |                  | 1,432.14   |
| POLICE DEPARTMENT          |                              |                                |                  |            |
| 06592                      | FOX VALLEY TECHNICAL COLLEGE | EVOC IN SERVICE BRINKMAN       | 01-200-000-55600 | 30.00      |
| 08167                      | GANNETT WISCONSIN NEWSPAPERS | SQUAD BIDS                     | 01-200-000-58999 | 246.00     |
| 08167                      |                              | OFFICE SUPPLIES                | 01-200-000-51950 | 21.82      |
| 15890                      | PACK AND SHIP PLUS           | SHIP COMPUTER TO ARLEIGH       | 01-200-000-57250 | 54.24      |
| 17700                      | QUILL CORPORATION            | PENS & PRINT CARTS             | 01-200-000-51950 | 40.29      |
| 17700                      |                              | TONER CART                     | 01-200-000-51600 | 125.99     |
| 19206                      | SCHWAAB, INC.                | SIGNATURE STAMP                | 01-200-000-51950 | 36.49      |
| 21450                      | THE UNIFORM SHOPPE           | UNIFORM SWEATER KRAH           | 01-200-000-52900 | 96.95      |
| 21450                      |                              | ALTERATIONS WIEGAND            | 01-200-000-52900 | 26.50      |
| 21450                      |                              | BADGE BRINKMAN                 | 01-200-000-52900 | 61.98      |
| TOTAL                      |                              |                                |                  | 740.26     |
| TOTAL POLICE DEPARTMENT    |                              |                                |                  | 740.26     |
| POLICE DEPARTMENT/PATROL   |                              |                                |                  |            |
| 04150                      | DE JARDIN CLEANERS LLC       | UNIFORM CLNG ALLOW PELLIZZER   | 01-215-000-56800 | 10.28      |
| 04575                      | DOOR COUNTY HARDWARE         | GLUE                           | 01-215-000-54999 | 11.99      |
| 04575                      |                              | EXT CORD                       | 01-215-000-54999 | 38.99      |
| 04575                      |                              | VELCRO TAPE                    | 01-215-000-54999 | 8.99       |
| 04696                      | DOOR COUNTY TREASURER        | BALLASTIC VEST JENNERJOHN      | 01-215-000-52950 | 685.00     |
| 04696                      |                              | 01/11 FUEL                     | 01-215-000-51650 | 4,278.81   |
| 04967                      | EHS, LLC.                    | CORD FOR EAR MIC               | 01-215-000-51050 | 30.00      |
| 06592                      | FOX VALLEY TECHNICAL COLLEGE | STREET CRIME MEISNER           | 01-215-000-55600 | 395.00     |
| 19324                      | STEVEN SOUTH                 | REIMB FTO PINS                 | 01-215-000-52950 | 26.11      |
| 20254                      | TIP TOP CLEANERS             | UNIFORM CLNG ALLOW MIELKE      | 01-215-000-56800 | 8.50       |
| 20254                      |                              | UNIFORM CLNG ALLOW WATERSTREET | 01-215-000-56800 | 8.61       |
| 20254                      |                              | UNIFORM CLNG ALLOW MIELKE      | 01-215-000-56800 | 13.73      |
| 20254                      |                              | UNIFORM CLNG ALLOW SOUTH       | 01-215-000-56800 | 2.00       |
| 20254                      |                              | UNIFORM CLNG ALLOW SOUTH       | 01-215-000-56800 | 2.00       |
| 20254                      |                              | UNIFORM CLNG ALLOW SOUTH       | 01-215-000-56800 | 0.50       |
| 23668                      | WI DEPT OF TRANSPORATION     | TRUCK LAW TRNG OSBORNE         | 01-215-000-55600 | 335.00     |
| 23828                      | WITT PENINSULA FORD LINCOLN  | REPL RESISTOR, LOF             | 01-215-000-58600 | 132.80     |
| 23828                      |                              | LOF, REPL BRAKE PADS           | 01-215-000-58600 | 160.30     |
| 23828                      |                              | REPL ALT & BRK PADS, LOF       | 01-215-000-58600 | 572.25     |
| 23828                      |                              | LOF                            | 01-215-000-58600 | 24.95      |

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| VENDOR #                            | NAME                          | ITEM DESCRIPTION                | ACCOUNT #        | AMOUNT DUE |
|-------------------------------------|-------------------------------|---------------------------------|------------------|------------|
| GENERAL FUND                        |                               |                                 |                  |            |
| POLICE DEPARTMENT/PATROL            |                               |                                 |                  |            |
| 23828                               |                               | LOF, REINSTALL LIGHT            | 01-215-000-58600 | 41.47      |
| 23828                               |                               | LOF                             | 01-215-000-58600 | 24.95      |
| 23828                               |                               | SWAP BENT RIM                   | 01-215-000-58600 | 10.00      |
| 23828                               |                               | INSTALL LIGHT BAR               | 01-215-000-58600 | 93.34      |
| DC WASTE                            | DOOR COUNTY WASTE & RECYCLING | EVIDENCE ROOM GARBAGE           | 01-215-000-58999 | 29.43      |
| DC WASTE                            |                               | EVIDENCE ROOM GARBAGE           | 01-215-000-58999 | 19.36      |
| FREIER                              | JASON FREIER                  | SQUAD WASHING & GARAGE CLNG     | 01-215-000-58550 | 133.34     |
| OMB                                 | OMB GUNS                      | BALLISTIC HELMET                | 01-215-000-51050 | 270.00     |
| R0000388                            | CHIEF                         | 36 FLARES                       | 01-215-000-54999 | 99.65      |
| TOTAL                               |                               |                                 |                  | 7,467.35   |
| TOTAL POLICE DEPARTMENT/PATROL      |                               |                                 |                  | 7,467.35   |
| POLICE DEPT. / INVESTIGATIONS       |                               |                                 |                  |            |
| IDENTIX                             | IDENTIX INC                   | MAINT AGREEMENT                 | 01-225-000-58999 | 1,315.00   |
| TOTAL                               |                               |                                 |                  | 1,315.00   |
| TOTAL POLICE DEPT. / INVESTIGATIONS |                               |                                 |                  | 1,315.00   |
| FIRE DEPARTMENT                     |                               |                                 |                  |            |
| 01770                               | MATT AUSTAD                   | REIMB EMS CONF MEALS            | 01-250-000-55600 | 27.03      |
| 02001                               | RED THE UNIFORM TAYLOR        | UNIFORM PANTS KLOTZ             | 01-250-000-52900 | 90.32      |
| 02001                               |                               | UNIFORM PANTS SMITH             | 01-250-000-52900 | 89.42      |
| 02001                               |                               | UNIFORM PANTS FAIRCHILD         | 01-250-000-52900 | 46.36      |
| 02001                               |                               | UNIFORM PANTS DIETMAN           | 01-250-000-52900 | 141.35     |
| 02001                               |                               | UNIFORM PANTS STUEWER           | 01-250-000-52900 | 90.32      |
| 02001                               |                               | UNIFORM PANTS MONITVIDEO        | 01-250-000-52900 | 124.78     |
| 02001                               |                               | UNIFORM JACKET OLSON            | 01-250-000-52900 | 167.98     |
| 02001                               |                               | UNIFORM JACKET FLEMING          | 01-250-000-52900 | 142.97     |
| 02001                               |                               | UNIFORM JACKET L FISH           | 01-250-000-52900 | 142.97     |
| 02001                               |                               | UNIFORM JACKET CURTIS           | 01-250-000-52900 | 142.97     |
| 02001                               |                               | UNIFORM JACKET REMILLARD        | 01-250-000-52900 | 142.97     |
| 02001                               |                               | UNIFORM PANTS REMILLARD         | 01-250-000-52900 | 46.22      |
| 02001                               |                               | UNIFORM JACKET FAIRCHILD        | 01-250-000-52900 | 142.97     |
| 02275                               | BENDLIN FIRE EQUIPMENT        | REPAIR SCBA                     | 01-250-000-56250 | 127.15     |
| 03075                               | CARQUEST OF DOOR COUNTY       | BATTERY                         | 01-250-000-53000 | 57.12      |
| 03075                               |                               | WIRE & CONNECTORS               | 01-250-000-53000 | 24.95      |
| 04150                               | DE JARDIN CLEANERS LLC        | REPIAR TURNOUT GEAR             | 01-250-000-56250 | 12.00      |
| 04545                               | DOOR COUNTY COOPERATIVE       | FILLER                          | 01-250-000-53000 | 7.49       |
| 04575                               | DOOR COUNTY HARDWARE          | BULB, FASTNERS, GOO GONE        | 01-250-000-54999 | 10.63      |
| 04575                               |                               | CLAMPS & GROMMET                | 01-250-000-54999 | 7.87       |
| 04575                               |                               | DRAWER LINER & CARPET TAPE      | 01-250-000-54999 | 23.48      |
| 04575                               |                               | FASINERS                        | 01-250-000-54999 | 2.10       |
| 04575                               |                               | FUSE                            | 01-250-000-53000 | 3.49       |
| 04575                               |                               | SPRAY PAINT, THINNER, FNESH PAD | 01-250-000-53000 | 46.92      |
| 04575                               |                               | WRENCH, BIT INSERT, SCREWDRVR   | 01-250-000-52700 | 38.84      |
| 04575                               |                               | HARDWARE, POWER STRIP           | 01-250-000-54999 | 13.31      |
| 04575                               |                               | SOCKET BIT                      | 01-250-000-52700 | 25.99      |
| 04575                               |                               | GLUE & TAPE                     | 01-250-000-54999 | 26.98      |
| 04575                               |                               | SWITCH BOX, RECEPTACLE          | 01-250-000-56250 | 14.97      |

INVOICES DUE ON/BEFORE 02/15/11

| VENDOR #               | NAME                         | ITEM DESCRIPTION               | ACCOUNT #        | AMOUNT DUE |
|------------------------|------------------------------|--------------------------------|------------------|------------|
| GENERAL FUND           |                              |                                |                  |            |
| FIRE DEPARTMENT        |                              |                                |                  |            |
| 04575                  |                              | WIRE & CONN CLAMP              | 01-250-000-54999 | 3.28       |
| 04575                  |                              | WIRE & FURNACE WATER PAD       | 01-250-000-56250 | 30.19      |
| 04575                  |                              | PAINTERS TAPE & PAINT BURSHES  | 01-250-000-54999 | 8.75       |
| 04575                  |                              | PAINT                          | 01-250-000-53000 | 10.49      |
| 04575                  |                              | POLY FILM & ROLLER             | 01-250-000-54999 | 81.47      |
| 04575                  |                              | GLUE, ICE PICS                 | 01-250-000-52700 | 11.57      |
| 04575                  |                              | BRUSH HANDLE                   | 01-250-000-52700 | 5.58       |
| 04575                  |                              | FABRIC ROLLER, ROLLER COVER    | 01-250-000-54999 | 12.48      |
| 04575                  |                              | COVER SQ BOX                   | 01-250-000-54999 | 2.99       |
| 04575                  |                              | EXCHANGE SQ BOX                | 01-250-000-54999 | -1.20      |
| 04575                  |                              | GLUE, EPOXY, GLUE, FASTNERS    | 01-250-000-54999 | 34.03      |
| 04575                  |                              | STRAP & SCREWS                 | 01-250-000-54999 | 65.27      |
| 04696                  | DOOR COUNTY TREASURER        | 01/11 FUEL                     | 01-250-000-51650 | 575.31     |
| 04966                  | EAGLE MECHANICAL INC         | SADDLE VALVE                   | 01-250-000-56250 | 13.26      |
| 08167                  | GANNETT WISCONSIN NEWSPAPERS | PRINT CART                     | 01-250-000-51950 | 75.99      |
| 08260                  | TIM HERLACHE                 | REIMB EMS CONF MEALS           | 01-250-000-55600 | 45.93      |
| 11700                  | KALIN MONTEVIDEO             | REIMB EMS CONF MEALS & MILEAGE | 01-250-000-55600 | 189.51     |
| 14525                  | MICHAEL FRANGIPANE           | REIMB EMS CONF MEALS           | 01-250-000-55600 | 28.07      |
| 14850                  | NORTHEAST PHOTOCOPY CO INC   | COPIER MAINT CONTRACT          | 01-250-000-56250 | 446.00     |
| 19275                  | SHERWIN WILLIAMS             | PAINT                          | 01-250-000-56250 | 27.69      |
| 19880                  | STURGEON BAY UTILITIES       | 421 MICHIGAN ST                | 01-250-000-56675 | 40.00      |
| 19880                  |                              | TRUCK FILL                     | 01-250-000-56675 | 36.00      |
| 19880                  |                              | N MADISON AVE SPRINKLER        | 01-250-000-56675 | 6.70       |
| 19880                  |                              | PENN ST DOCK                   | 01-250-000-56675 | 6.70       |
| 19880                  |                              | 1018 GREEN BAY RD SIREN        | 01-250-000-56150 | 15.27      |
| 19880                  |                              | EAST SIDE DOCK                 | 01-250-000-56675 | 2.70       |
| 19880                  |                              | 107 N 1ST AVE MARINA RESTROOMS | 01-250-000-56675 | 21.30      |
| 19880                  |                              | N 1ST AVE CITY PARKING RAMP    | 01-250-000-56675 | 2.70       |
| 19880                  |                              | 48 KENTUCKY ST DOCK            | 01-250-000-56675 | 6.70       |
| 19880                  |                              | 48 KENTUCKY ST CITY MARAINA    | 01-250-000-56675 | 21.30      |
| CJ                     | CJ WORKS, LLC                | 01/11 LAUNDRY                  | 01-250-000-51650 | 53.75      |
| PORT                   | PORT SUPPLY                  | GEAR BAGS                      | 01-250-000-51350 | 201.36     |
| RDJ SPEC               | RDJ SPECIALTIES, INC.        | FIRE PREVENTION SUPPLIES       | 01-250-000-52250 | 125.81     |
| RDJ SPEC               |                              | FIRE PREVENTION SUPPLIES       | 01-250-000-52250 | 317.23     |
| WIEGANDB               | BRENT WIEGAND                | REIMB EMS CONF MEALS           | 01-250-000-55600 | 65.03      |
| TOTAL                  |                              |                                |                  | 4,571.13   |
| TOTAL FIRE DEPARTMENT  |                              |                                |                  | 4,571.13   |
| ROADWAYS/STREETS       |                              |                                |                  |            |
| 11800                  | KRUEGER IMPLEMENT INC        | 4 GALLONS WINTER BAR OIL       | 01-400-000-51400 | 54.00      |
| TOTAL                  |                              |                                |                  | 54.00      |
| TOTAL ROADWAYS/STREETS |                              |                                |                  | 54.00      |
| SNOW REMOVAL           |                              |                                |                  |            |
| 04696                  | DOOR COUNTY TREASURER        | SALT BRINE                     | 01-410-000-52450 | 241.70     |
| 11545                  | MAPLE STREET SIGN CO.        | BLACK DECALS                   | 01-410-000-51400 | 25.00      |
| 11800                  | KRUEGER IMPLEMENT INC        | TOP LINK PIN                   | 01-410-000-51400 | 2.99       |
| 13150                  | MASTERCRAFT WELDING SYSTEM   | FLAT BAR                       | 01-410-000-51400 | 25.50      |

INVOICES DUE ON/BEFORE 02/15/11

| VENDOR #           | NAME                    | ITEM DESCRIPTION     | ACCOUNT #        | AMOUNT DUE |
|--------------------|-------------------------|----------------------|------------------|------------|
| GENERAL FUND       |                         |                      |                  |            |
| SNOW REMOVAL       |                         |                      |                  |            |
| 13825              | MORTON SALT             | 207.16 TONS SALT     | 01-410-000-52400 | 11,238.43  |
| 19070              | SCHARINER IMPLEMENT INC | SLOW MOVING VEH SIGN | 01-410-000-51400 | 10.44      |
| TOTAL              |                         |                      |                  | 11,544.06  |
| TOTAL SNOW REMOVAL |                         |                      |                  | 11,544.06  |

STREET SIGNS AND MARKINGS

|                                 |                      |                             |                  |        |
|---------------------------------|----------------------|-----------------------------|------------------|--------|
| 19965                           | SUPERIOR SIGNALS INC | ROOF MOUNT LED STROBE LIGHT | 01-420-000-52550 | 523.74 |
| TOTAL                           |                      |                             |                  | 523.74 |
| TOTAL STREET SIGNS AND MARKINGS |                      |                             |                  | 523.74 |

STREET MACHINERY

|                        |                            |                                |                  |          |
|------------------------|----------------------------|--------------------------------|------------------|----------|
| 02005                  | BAY ELECTRONICS, INC.      | ANTENNA, BRKT, MOUNT, SPEAKERS | 01-450-000-57550 | 147.50   |
| 03075                  | CARQUEST OF DOOR COUNTY    | OIL & FUEL FILETES, HYD FTNGS  | 01-450-000-52150 | 116.71   |
| 03075                  |                            | OIL & AIR FILTIERS, DEICER     | 01-450-000-52150 | 152.64   |
| 03075                  |                            | FUEL PUMP                      | 01-450-000-52150 | 56.99    |
| 03075                  |                            | CLAY PROD, BLADE GUIDE, GD STK | 01-450-000-52150 | 91.00    |
| 03075                  |                            | MOLY ROLLER CHAIN              | 01-450-000-52050 | 56.16    |
| 03075                  |                            | RETURN FUEL PUMP               | 01-450-000-52150 | -56.99   |
| 03075                  |                            | BATTERY                        | 01-450-000-52150 | 92.22    |
| 03075                  |                            | REUTRN BATTERY                 | 01-450-000-52150 | -92.22   |
| 03075                  |                            | MAG TRAYS                      | 01-450-000-52700 | 23.12    |
| 03075                  |                            | STARTER FLUID & SPARK PLUGS    | 01-450-000-52150 | 6.07     |
| 03075                  |                            | HYD FITTINGS, OIL & FUEL FLTRS | 01-450-000-52150 | 27.08    |
| 03075                  |                            | HYD FITTING                    | 01-450-000-51400 | 1.54     |
| 03075                  |                            | DEEP SOCKETS                   | 01-450-000-52700 | 69.62    |
| 03075                  |                            | LANTERN BATTERY                | 01-450-000-52150 | 4.99     |
| 03405                  | CLERKS PETTY CASH          | FUEL FOR MILWAUKEE DELIVERY    | 01-450-000-51650 | 70.00    |
| 04696                  | DOOR COUNTY TREASURER      | FUEL & DIESEL                  | 01-450-000-51650 | 8,008.41 |
| 11800                  | KRUEGER IMPLEMENT INC      | LINCH PINS                     | 01-450-000-52150 | 18.45    |
| 11800                  |                            | MIX OIL                        | 01-450-000-52150 | 9.95     |
| 11800                  |                            | RETURN MIX OIL                 | 01-450-000-52150 | -19.90   |
| 11800                  |                            | 6 PAKS 2 CYCLE OIL             | 01-450-000-51400 | 29.90    |
| 11880                  | L&S TRUCK CENTER           | ALTERNATOR                     | 01-450-000-51400 | 358.99   |
| 11880                  |                            | CREDIT APPLIED                 | 01-450-000-51400 | -43.30   |
| 14962                  | NORTHERN TOOL EQUIPMENT CO | BATTERY MAINTAINER             | 01-450-000-52700 | 35.53    |
| 16300                  | PARTS ASSOCIATES           | WIRE, GREASE COUPLINGS, HOSE   | 01-450-000-52700 | 102.49   |
| TOTAL                  |                            |                                |                  | 9,266.95 |
| TOTAL STREET MACHINERY |                            |                                |                  | 9,266.95 |

CITY GARAGE

|        |                            |                            |                  |        |
|--------|----------------------------|----------------------------|------------------|--------|
| 23709  | WISCONSIN LIFT TRUCK CORP. | SERVICE MANUAL             | 01-460-000-56250 | 63.83  |
| VIK    | VIKING ELECTRIC SUPPLY     | BULBS                      | 01-460-000-55300 | 108.72 |
| WARNER | WARNER-WEXEL WHOLESALE &   | 8 CASES ROLL TOWELS        | 01-460-000-54999 | 237.28 |
| WARNER |                            | 4 CASES CENTER PULL TOWELS | 01-460-000-54999 | 103.28 |

INVOICES DUE ON/BEFORE 02/15/11

| VENDOR #          | NAME | ITEM DESCRIPTION           | ACCOUNT #        | AMOUNT DUE |
|-------------------|------|----------------------------|------------------|------------|
| GENERAL FUND      |      |                            |                  |            |
| CITY GARAGE       |      |                            |                  |            |
| WARNER            |      | 4 CASES SINGLE FOLD TOWELS | 01-460-000-54999 | 101.40     |
| WARNER            |      | 2 GALLONS HAND SOAP        | 01-460-000-54999 | 25.98      |
| TOTAL             |      |                            |                  | 640.49     |
| TOTAL CITY GARAGE |      |                            |                  | 640.49     |

HIGHWAYS - GENERAL

|                          |                        |                           |                  |           |
|--------------------------|------------------------|---------------------------|------------------|-----------|
| 19880                    | STURGEON BAY UTILITIES | WS TRAFFIC LIGHTS         | 01-499-000-58000 | 35.50     |
| 19880                    |                        | ORNAMENTAL ST LIGHTS      | 01-499-000-58000 | 5,059.10  |
| 19880                    |                        | OVERHEAD ST LIGHTS        | 01-499-000-58000 | 8,426.30  |
| 19880                    |                        | 808 S DULUTH AVE SIGN     | 01-499-000-58000 | 12.99     |
| 19880                    |                        | WALNUT DR & LANSING SIGN  | 01-499-000-58000 | 8.15      |
| 19880                    |                        | EAST SIDE DOCK            | 01-499-000-58000 | 73.78     |
| 19880                    |                        | SHIPYARD DEVELOPMENT      | 01-499-000-58000 | 196.60    |
| 19880                    |                        | OLD HNY RD SIGN           | 01-499-000-58000 | 24.85     |
| 19880                    |                        | REPLACE STREET LIGHT POLE | 01-499-000-58050 | 1,633.49  |
| CHRISTEN                 | CHARLES N. CHRISTENSEN | 2011 REIMB WORK BOOTS     | 01-499-000-56800 | 100.00    |
| TOTAL                    |                        |                           |                  | 15,570.76 |
| TOTAL HIGHWAYS - GENERAL |                        |                           |                  | 15,570.76 |

PARK & RECREATION ADMIN

|                               |                              |                           |                  |       |
|-------------------------------|------------------------------|---------------------------|------------------|-------|
| 08167                         | GANNETT WISCONSIN NEWSPAPERS | PAPER, TYPE & CASH RIBBON | 01-500-000-51950 | 22.10 |
| TOTAL                         |                              |                           |                  | 22.10 |
| TOTAL PARK & RECREATION ADMIN |                              |                           |                  | 22.10 |

PARKS AND PLAYGROUNDS

|                             |                                |                           |                  |          |
|-----------------------------|--------------------------------|---------------------------|------------------|----------|
| 01469                       | AIRGAS NORTH CENTRAL           | TANK OF ACETYLENE         | 01-510-000-54999 | 59.46    |
| 01469                       |                                | HAZ MAT CHARGE            | 01-510-000-54999 | 4.40     |
| 02330                       | JIM OLSON MOTORS               | HEAT CONTROL KNOB         | 01-510-000-54999 | 17.80    |
| 04545                       | DOOR COUNTY COOPERATIVE        | VINYL GUTTER              | 01-510-000-54999 | 33.21    |
| 04696                       | DOOR COUNTY TREASURER          | 01/11 FUEL CHARGES        | 01-510-000-51650 | 1,136.03 |
| 08225                       | HERLACHE SMALL ENGINE          | MOWER HANDLE GRIP         | 01-510-000-54999 | 3.00     |
| 12100                       | LAMPERT YARDS INC              | CEDAR CHERRY BLOSSOM PARK | 01-510-000-54999 | 128.92   |
| 12100                       |                                | LUAN PLYWOOD              | 01-510-000-51800 | 13.99    |
| 20725                       | T R COCHART TIRE CENTER        | REPAIR FLAT TIRE          | 01-510-000-52850 | 15.00    |
| 23895                       | WRIGHT INDUSTRIAL SUPPLY, INC  | 2 PRIME AIR DISPENSERS    | 01-510-000-51850 | 117.56   |
| 23895                       |                                | CASE DEODORIZERS          | 01-510-000-51850 | 86.16    |
| 25700                       | ZARNOOTH BRUSH WORKS INC       | COMBO TUBE BROOM          | 01-510-000-54999 | 596.00   |
| VAN'S                       | VAN'S LUMBER & CUSTOM BLDR INC | PARKS SIGNS               | 01-510-000-54999 | 208.85   |
| TOTAL                       |                                |                           |                  | 2,420.38 |
| TOTAL PARKS AND PLAYGROUNDS |                                |                           |                  | 2,420.38 |

INVOICES DUE ON/BEFORE 02/15/11

| VENDOR #                    | NAME                        | ITEM DESCRIPTION                  | ACCOUNT #        | AMOUNT DUE |
|-----------------------------|-----------------------------|-----------------------------------|------------------|------------|
| GENERAL FUND                |                             |                                   |                  |            |
| ICE RINKS                   |                             |                                   |                  |            |
| 03405                       | CLERKS PETTY CASH           | HOCKEY LACES                      | 01-530-000-52350 | 14.73      |
|                             |                             | TOTAL                             |                  | 14.73      |
|                             |                             | TOTAL ICE RINKS                   |                  | 14.73      |
| MUNICIPAL DOCKS             |                             |                                   |                  |            |
| R0000556                    | D&A MACHINING, LLC          | MACHINE VALVE SEAT                | 01-550-000-54999 | 20.00      |
|                             |                             | TOTAL                             |                  | 20.00      |
|                             |                             | TOTAL MUNICIPAL DOCKS             |                  | 20.00      |
| WATERFRONT PARKS & WALKWAYS |                             |                                   |                  |            |
| 19880                       | STURGEON BAY UTILITIES      | W LARCH ST WALKWAY LIGHTS         | 01-570-000-56150 | 143.02     |
| 19880                       |                             | W LARCH ST PARKING LOT            | 01-570-000-56150 | 66.12      |
| 19880                       |                             | 48 KENTUCKY ST WTR FRT            | 01-570-000-56150 | 288.12     |
| 19880                       |                             | 107 N 1ST AVE MARINA RESTROOMS    | 01-570-000-58650 | 47.94      |
| 19880                       |                             | 107 N 1ST AVE MARINA RESTROOMS    | 01-570-000-56150 | 60.14      |
| 19880                       |                             | N 1ST AVE CITY PARKING RAMP       | 01-570-000-56150 | 373.81     |
| VIK                         | VIKING ELECTRIC SUPPLY      | 2 FLUOR CONVERSION KITS           | 01-570-000-54999 | 8.48       |
|                             |                             | TOTAL                             |                  | 987.63     |
|                             |                             | TOTAL WATERFRONT PARKS & WALKWAYS |                  | 987.63     |
| EMPLOYEE BENEFITS           |                             |                                   |                  |            |
| 02274                       | BENEFIT ADVANTAGE INC.      | COBRA FEES                        | 01-600-000-50510 | 200.00     |
| 03780                       | COUNSELING ASSOCIATES OF DC | MONTHLY EAP                       | 01-600-000-56553 | 150.83     |
| 23674                       | WISCONSIN DEPT OF WORKFORCE | 01/11 WORKERS COMP                | 01-600-000-50370 | 1,394.57   |
|                             |                             | TOTAL                             |                  | 1,745.40   |
|                             |                             | TOTAL EMPLOYEE BENEFITS           |                  | 1,745.40   |
|                             |                             | TOTAL GENERAL FUND                |                  | 89,768.57  |
| CAPITAL FUND                |                             |                                   |                  |            |
| PATROL                      |                             |                                   |                  |            |
| INTOX                       | INFOXIMETERS                | 16 PREMILIARY BREATH TESTS        | 10-215-000-59999 | 7,563.60   |
|                             |                             | TOTAL                             |                  | 7,563.60   |
|                             |                             | TOTAL PATROL                      |                  | 7,563.60   |
| FIRE DEPARTMENT             |                             |                                   |                  |            |
| EXPENSE                     |                             |                                   |                  |            |

INVOICES DUE ON/BEFORE 02/15/11

| VENDOR #                             | NAME                           | ITEM DESCRIPTION               | ACCOUNT #        | AMOUNT DUE |
|--------------------------------------|--------------------------------|--------------------------------|------------------|------------|
| CAPITAL FUND                         |                                |                                |                  |            |
| FIRE DEPARTMENT                      |                                |                                |                  |            |
| EXPENSE                              |                                |                                |                  |            |
| 08140                                | HEIMAN FIRE EQUIPMENT, INC.    | GATE VALVES                    | 10-250-000-59070 | 501.70     |
| 08140                                |                                | WYEVALES                       | 10-250-000-59070 | 567.15     |
| TOTAL EXPENSE                        |                                |                                |                  | 1,068.85   |
| TOTAL FIRE DEPARTMENT                |                                |                                |                  | 1,068.85   |
| STORM SEWERS                         |                                |                                |                  |            |
| EXPENSE                              |                                |                                |                  |            |
| DC CUST                              | DC CUSTOM DRILLING & BLASTING  | 2.5 HOURS DRILL TEST HOLES     | 10-300-000-59115 | 375.00     |
| PLC                                  | PLC WATER JETTING SERVICE, INC | TELEVISIONING GLYS STORM SEWER | 10-300-000-59115 | 577.50     |
| TOTAL EXPENSE                        |                                |                                |                  | 952.50     |
| TOTAL STORM SEWERS                   |                                |                                |                  | 952.50     |
| ROADWAYS/STREETS                     |                                |                                |                  |            |
| ANNUAL RESURFACING & BASE REP.       |                                |                                |                  |            |
| 04696                                | DOOR COUNTY TREASURER          | ASPHALT JOLIET                 | 10-400-110-59095 | 4,421.73   |
| TOTAL ANNUAL RESURFACING & BASE REP. |                                |                                |                  | 4,421.73   |
| TOTAL ROADWAYS/STREETS               |                                |                                |                  | 4,421.73   |
| PARKS AND PLAYGROUNDS                |                                |                                |                  |            |
| EXPENSE                              |                                |                                |                  |            |
| VAN'S                                | VAN'S LUMBER & CUSTOM BLDG INC | MARTIN PARK FOUNDATION WORK    | 10-510-000-59075 | 16,200.00  |
| TOTAL EXPENSE                        |                                |                                |                  | 16,200.00  |
| TOTAL PARKS AND PLAYGROUNDS          |                                |                                |                  | 16,200.00  |
| TOTAL CAPITAL FUND                   |                                |                                |                  | 30,206.68  |
| CABLE TV                             |                                |                                |                  |            |
| CABLE TV / GENERAL                   |                                |                                |                  |            |
| CABLE TV / GENERAL                   |                                |                                |                  |            |
| 03159                                | CHARTER COMMUNICATIONS         | CB MUSIC SERVICE               | 21-000-000-56700 | 33.18      |
| 04696                                | DOOR COUNTY TREASURER          | 01/11 CABLE PHONE              | 21-000-000-58200 | 3.57       |
| TOTAL CABLE TV / GENERAL             |                                |                                |                  | 36.75      |
| TOTAL CABLE TV / GENERAL             |                                |                                |                  | 36.75      |
| TOTAL CABLE TV                       |                                |                                |                  | 36.75      |
| TID #3 DISTRICT                      |                                |                                |                  |            |
| TID #3 DISTRICT                      |                                |                                |                  |            |
| 19880                                | STURGEON BAY UTILITIES         | ELECTRICAL INSTALL TID #3      | 27-330-000-59126 | 31,293.05  |
| TOTAL                                |                                |                                |                  | 31,293.05  |

DATE: 02/09/11  
 TIME: 16:08:54  
 ID: AP443000.0ST

CITY OF STURGEON BAY  
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 02/15/11

| VENDOR #                    | NAME                          | ITEM DESCRIPTION      | ACCOUNT #                         | AMOUNT DUE |
|-----------------------------|-------------------------------|-----------------------|-----------------------------------|------------|
| -----                       |                               |                       |                                   |            |
| TID #3                      | DISTRICT                      |                       |                                   |            |
| TID #3                      | DISTRICT                      |                       |                                   |            |
|                             |                               |                       | TOTAL TID #3 DISTRICT             | 31,293.05  |
|                             |                               |                       | TOTAL TID #3 DISTRICT             | 31,293.05  |
| SOLID WASTE ENTERPRISE      |                               |                       |                                   |            |
| SOLID WASTE ENTERPRISE FUND |                               |                       |                                   |            |
| SOLID WASTE ENTERPRISE FUND |                               |                       |                                   |            |
| 03075                       | CARQUEST OF DOOR COUNTY       | BELTS                 | 60-000-000-53000                  | 43.06      |
| 03075                       |                               | RETURN BELT           | 60-000-000-53000                  | -21.58     |
| 04696                       | DOOR COUNTY TREASURER         | 600.90 GALLONS DIESEL | 60-000-000-51650                  | 1,676.51   |
| DC WASTE                    | DOOR COUNTY WASTE & RECYCLING | 164.62 TONS GARBAGE   | 60-000-000-58300                  | 9,216.44   |
| DC WASTE                    |                               | PAPER & COMINGLED     | 60-000-000-58350                  | 1,427.33   |
| LODAL                       | LODAL , INC                   | 2 FILLER PLUGS        | 60-000-000-53000                  | 109.14     |
| LODAL                       |                               | 2 WASHERS             | 60-000-000-53000                  | 4.02       |
| LODAL                       |                               | SHIPPING              | 60-000-000-53000                  | 8.90       |
| R0000655                    | TRANSMOTION, LLC              | FLOW CONTROL VALVE    | 60-000-000-53000                  | 100.50     |
|                             |                               |                       | TOTAL SOLID WASTE ENTERPRISE FUND | 12,564.32  |
|                             |                               |                       | TOTAL SOLID WASTE ENTERPRISE FUND | 12,564.32  |
|                             |                               |                       | TOTAL SOLID WASTE ENTERPRISE      | 12,564.32  |
|                             |                               |                       | TOTAL ALL FUNDS                   | 163,869.37 |

**MANUAL CHECKS**

|  |                     |
|--|---------------------|
| Dept of Revenue<br>01/21/11<br>Check #67389<br>Lottery credit<br>01-000-000-24320    | \$ 1,437.90         |
| WPPI<br>02/01/11<br>ACH<br>Dental insurance<br>Misc accounts                         | \$ 5,408.78         |
| WPPI<br>02/01/11<br>ACH<br>Health insurance<br>Misc accounts                         | \$ 80,181.15        |
| Benefit Advantage<br>02/04/11<br>Check #67483<br>Caf plan fee<br>01-600-000-50510    | \$ 160.50           |
| Shell Fleet Plus<br>02/04/11<br>Check #67484<br>Out of town fuel<br>01-200-000-51650 | \$ 44.27            |
| <b>TOTAL MANUAL CHECKS</b>   | <b>\$ 87,232.60</b> |

INVOICES DUE ON/BEFORE 02/15/11

VENDOR # NAME ITEM DESCRIPTION ACCOUNT # AMOUNT DUE

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SUMMARY OF FUNDS:

|                        |                       |            |
|------------------------|-----------------------|------------|
| GENERAL FUND           | <del>89,768.57</del>  | 177,001.17 |
| CAPITAL FUND           | 30,206.68             |            |
| CABLE TV               | 36.75                 |            |
| TID #3 DISTRICT        | 31,293.05             |            |
| SOLID WASTE ENTERPRISE | 12,564.32             |            |
| TOTAL --- ALL FUNDS    | <del>163,869.37</del> | 251,101.97 |

*Jane Clarke* 02/08/2011  
*Henry B. Weger* 2/8/2011  
*Rebecca Or* 2/8/2011

COMMON COUNCIL  
February 1, 2011

A regular meeting of the Common Council was called to order at 7:02 p.m. by Mayor Birmingham. Pledge of Allegiance was recited. Roll call: Wiegand, Vandertie, Lodi, Abeyta, Mann, Benzshawel, and Schlicht present.

Schlicht/Lodi to adopt agenda. Carried.

The Council reviewed the unfinished business list.

Abeyta/Schlicht to approve following bills: General Fund – \$3,938,867.93, Capital Fund - \$3,953.34, Cable TV - \$4,390.00, TID #2 - \$948.00, Revolving Loan Fund - \$162.00 and Solid Waste Enterprise Fund - \$1,915.81 for grand total of \$3,950,237.08. Roll call: All voted aye. Carried.

Abeyta/Benzshawel to approve consent agenda:

- a. Approval of 1/18/11 regular Common Council minutes.
- b. Approval of the following minutes:
  - (1) Sturgeon Bay Utilities – 12/13/10
  - (2) Sturgeon Bay Utilities Closed Session – 12/13/10
  - (3) Zoning Board of Appeals – 1/10/11
  - (4) Finance/Purchasing & Building Committee – 1/11/11
  - (5) Community Protection & Services Committee – 1/13/11
  - (6) Parking & Traffic Committee – 1/17/11
- c. Consideration of: Beverage Operator licenses.
- d. Finance/Purchasing & Building Committee recommendation re: Proceed with the property swap between the City of Sturgeon Bay and Corner Depot, LLC with parameters.
- e. Finance/Purchasing & Building Committee recommendation re: Allow 810 S. Lansing Avenue, LLC to sell parcel number 281-64-6400-0110 to proposed purchaser with conditions.
- f. Community Protection & Services Committee recommendation re: Renew agreement between the City of Sturgeon Bay and Town of Sevastopol for use of the City's compost site, located on Division Road, for a one year term with conditions.

Carried.

There were no mayoral appointments.

The Budget Services Ad Hoc Committee Final Report was presented to the Council. Ald. Mann requested that this item be sent to Finance/Purchasing & Building Committee to see if any other items in the report could be implemented. Mann/Lodi to refer to Finance/Purchasing & Building. Carried.

RECOMMENDATION

We, the Parking & Traffic Committee, hereby recommend designating a No Parking Zone on the west side of S. 1<sup>st</sup> Avenue between Michigan and Nebraska Street with the sign to be mounted on the adjacent building.

PARKING & TRAFFIC COMMITTEE

By: Stephen C. Mann, Chr.

Introduced by Mann. Mann/Benzshawel to adopt. Carried with Wiegand voting no.

RECOMMENDATION

We, the Parking & Traffic Committee, hereby recommend installing a stop sign on Nebraska Street at 1<sup>st</sup> Avenue.

PARKING & TRAFFIC COMMITTEE

By: Stephen C. Mann, Chr.

Introduced by Mann. Mann/Vandertie to adopt. Carried with Wiegand voting no.

**RECOMMENDATION**

We, the Parking & Traffic Committee, hereby recommend designating a bus loading zone on the west side of 1<sup>st</sup> Avenue across from Kentucky Street per the attached drawing.

**PARKING & TRAFFIC COMMITTEE**

By: Stephen C. Mann, Chr.

Introduced by Mann. Mann/Vandertie to adopt. Carried.

No one spoke during public comment.

The Mayor gave his comments.

Benzshawel/Schlicht to adjourn. Carried. The meeting adjourned at 7:22 p.m.

Respectfully submitted,



Stephanie L. Reinhardt  
City Clerk

**FINANCE/PURCHASING & BUILDING COMMITTEE**  
**January 25, 2011**

A meeting of the Finance/Purchasing & Building Committee was called to order at 6:33 p.m. by Chairperson Abeyta in Council Chambers, City Hall. Roll call: Alderperson Abeyta, Alderperson Schlicht, and Alderperson Wiegand were present. Also present: Alderperson Vandertie, City Administrator McNeil, Finance Director/City Treasurer Clarizio, Public Works/Park and Recreation Superintendent Bordeau, Fire Chief Herlache, and Office/Accounting Assistant II Flinn.

Moved by Alderperson Abeyta, seconded by Alderperson Schlicht to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Consideration of: Request from Andrew Scholz, Shipyard Development/Center Point Marina, to waive invoice #2010238 in the amount of \$100.00.
4. Consideration of: File legal action against Champion Packaging and Premier Delivery, Inc. to obtain a judgment for the amount due to the City in the amount of \$10,846.69.
5. Consideration of: GASB 45 (OPEB) Actuarial Valuation Proposal.
6. Review of unfinished business list.
7. Review bills.
8. Adjourn.

Carried.

The Committee briefly discussed the request from Andrew Scholz, Shipyard Development/Center Point Marina, to waive invoice #2010238 in the amount of \$100.00 for snow removal. Moved by Alderperson Wiegand, seconded by Alderperson Abeyta to recommend to the Common Council to deny the request from Andrew Scholz, Shipyard Development/Center Point Marina, to waive invoice #2010238 in the amount of \$100.00 for snow removal. Carried.

The next item discussed was to file legal action against Champion Packaging and Premier Delivery, Inc. to obtain judgment for the amount due to the City in the amount of \$10,846.69. Fire Chief Herlache explained that in May of 2009 there was a chemical spill in the Industrial Park. It took his entire department between six and seven hours to clean up the spill along with a street department crew. A portion of the Industrial Park had to be evacuated. He added that the Door County Corporate Council has the first right to obtain what they were owed. However, they attempted to recover their costs, but were unsuccessful in doing so. Mr. Herlache added that the County did not have as much cost as the City. Per state statute the spiller is responsible for costs associated with the clean-up

of a chemical spill. The cost for the City Attorney to pursue collection is between \$750.00 and \$2,500.00. Moved by Alderperson Wiegand, seconded by Alderperson Schlicht to recommend to the Common Council authorize the City Attorney to pursue legal action against Champion Packaging and Premier Delivery, Inc. to obtain a judgment, in the amount of \$10,846.69, due to the City for clean-up of a chemical spill on May 28, 2009 in the Industrial Park. Carried.

GASB 45 (OPEB) Actuarial Valuation Proposal was then discussed. Finance Director/City Treasurer Clarizio explained that the Governmental Accounting Standard Board (GASB) requires that municipalities value, and if material, book liabilities for other post employment benefits (OPEB) such as retiree health insurance, dental and life insurance benefits. The City's only OPEB's are implicit rate subsidies for retiree insurance benefits in which the City requires the retiree to pay the entire cost of their health, dental and life insurance premiums. The City received health insurance coverage through WPPI Health Insurance Trust, and they contract with Milliman for actuarial services. The City contracted with Milliman in 2008, for three years, to provide this GASB 45 actuarial valuation, which saved preparation time for both City staff and Milliman.

Since Milliman provides these services for our insurance provider, WPPI, and since Milliman has previously provided the service for the City, it would be recommended to sole source purchase contracting with Milliman. Moved by Alderperson Wiegand, seconded by Alderperson Schlicht to recommend to the Common Council to sole source purchase and contract with Milliman to provide the GASB 45 Actuarial Valuation services for the City in the amount of \$6,000.00 for the years beginning January 1, 2011 and ending December 31, 2013. Carried.

The Committee reviewed the unfinished business list.

Moved by Alderperson Wiegand, seconded by Alderperson Schlicht to accept the bills as presented and forward to the Common Council for payment. Carried.

Moved by Alderperson Abeyta, seconded by Alderperson Schlicht to adjourn. Carried. The meeting adjourned at 6:46 p.m.

Respectfully submitted,



Dixie Flinn

Office/Accounting Assistant II

PARK AND RECREATION COMMITTEE/BOARD MEETING  
January 26, 2011

A meeting of the Joint Park and Recreation Committee/Board was called to order at 7:02 p.m. by Chairman Wiegand in Council Chambers, City Hall, 421 Michigan St. Roll Call: Alderpersons Wiegand and Vandertie. Alderman Schlicht was excused. Board members: Bill Fuerst, George Husby, Leif Hagman, Chris Larsen, Randy Morrow and Bob Bordeau. Also present: John Utnehmer, City Administrator McNeil, and Park and Recreation Secretary Kleist.

Motion by Member Vandertie, second by Member Hagman to adopt the following agenda:

1. Call to Order
2. Roll Call
3. Adoption of Agenda
4. Public Comments
5. Consideration of: Dogs in Parks
6. Consideration of: Goose Control in Parks
7. Consideration of: Revisions to Bicycle Master Plan
8. Superintendent's Update
9. Adjourn

Carried,

There was no public comment.

**Dogs in Parks:**

As requested by the Park Board, Superintendent Bordeau reported on the cost of dog waste stations-\$500 each, cost of signage-\$125 each for large and \$75 for small, and suggested the following parks that could possibly allow dogs: North end of Sunset, Little Creek Parkway, Cherry Blossom, Woods West and Martin Park. A discussion took place concerning dogs being allowed at concerts in Martin Park, enforcement of no dogs in parks ordinance, and City's liability if someone is injured. Motion by Member Vandertie to leave the current ordinance concerning no dogs in parks, second by Member Husby. Motion carried, 6 to 2, with Members Hagman and Morrow opposed.

**Goose Control in Parks:**

Superintendent Bordeau reported numerous possible ways of getting rid of geese in the parks such as: having the DNR net the geese when they are molting and the meat donated to the food pantries, allowing hunters in the parks or using drones such as remote control cars or boats. Other suggestions: use trained dogs and/or growing dense tall grass around Little Lake. Most members were opposed to the use of firearms in the parks. The Superintendent will contact the DNR for suggestions, and survey other cities for solutions to their geese problem.

**Revisions to Bicycle Master Plan:**

A citizen recommended changes to the Bicycle Master Plan concerning "Dismount Zone" vs "Bicyclists Must Yield to Pedestrians" signs for the Michigan Street Bridge. Since the Michigan Street Bridge sidewalk is only 8' rather than the 10' multiuse path, bicyclists should yield to pedestrians when crossing the bridge, rather than dismount and walk across the entire length of the bridge. Motion by Member Hagman, second by Member Vandertie to recommend changing the Sturgeon Bay Master Bicycle Plan to have cyclists on the Michigan Street Bridge simply yield to pedestrians rather than being prohibited from riding. Motion carried 8-0. The following changes will be forwarded to Schreiber Anderson for the Sturgeon Bay Bicycle Master Plan: Page 1-5, paragraph f; Page 2-4, paragraph J; Page 4-4 Michigan Street Bridge, West and East paragraphs; 4-1A and 4-1B.

**Superintendent's Update:**

Superintendent Bordeau updated the Park Board as to the following upcoming events and field trips: 2 ice rinks are open and 93 pair of skates have been donated; Feb. 13<sup>th</sup> a field trip to a Gamblers Game; May 14<sup>th</sup> field trip to a Brewers Game; June 4<sup>th</sup> City Wide Garage Sale; Farm Markets on Saturdays and Tuesdays beginning June 4<sup>th</sup>; End of School Fun Day on June 11<sup>th</sup> at Sunset Park; Harmony by the Bay concert series on Wednesday's from June 15<sup>th</sup> thru August. 31<sup>st</sup>, 3 kids field trips and 2 senior citizen field trips and Family Movie nights at Sawyer Park.

Motion by Member Morrow, second by Member Husby to adjourn. Meeting adjourned at 7:42 p.m.

Respectfully Submitted,



Marilyn Kleist  
Parks and Recreation Secretary

### HISTORIC PRESERVATION COMMISSION

Tuesday, February 1, 2011

A meeting of the Historic Preservation Commission was called to order by Chairperson Shelly Kerwin at 12:03 p.m. in Council Chambers, City Hall, 421 Michigan Street.

**Roll call:** Members Shelly Kerwin, Dennis Statz, Eric Paulsen, Nancy Emery, and Steve Mann were present. Excused: Members Phil Sanders and Elizabeth Bylaska. Also present were Community Development Director Marty Olejniczak and Community Development Secretary Cheryl Nault.

**Adoption of agenda:** Moved by Mr. Paulsen, seconded by Ms. Emery to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from December 15, 2010.
4. Public hearing: Designation of historical structure/site for Hans Hanson House, located at 2022 Utah Street.
5. Consideration of: Designation of historical structure/site for Hans Hanson House, located at 2022 Utah Street.
6. Public hearing: Designation of historical site for Cardy Paleoindian Camp, located at 322/334 W. Spruce Street.
7. Consideration of: Designation of historical site for Cardy Paleoindian Camp, located at 322/334 W. Spruce Street.
8. Adjourn.

Carried.

**Approval of minutes from December 15, 2010:** Moved by Mr. Statz, seconded by Mr. Paulsen to approve the minutes from December 15, 2010. Carried.

**Public hearing: Designation of historical structure/site for Hans Hanson House, located at 2022 Utah Street:** Chairperson Shelly Kerwin opened the public hearing at 12:09 p.m.

George Evenson presented the plans to restore the Hans Hanson House and explained the significance of the way it was constructed. The estimated cost of construction is \$85,000.00. Construction is dependant on contributions and grants. He added that having local historic designation would be valuable in securing grants. The property is owned by Crossroads, but is leased by the Door County Historical Society.

Mr. Olejniczak stated that any exterior changes to the structure would have to be approved by the Historic Preservation Commission if approved as an historic structure.

No one gave testimony during the hearing. There was no correspondence.

The public hearing was declared closed at 12:25 p.m.

**Consideration of: Designation of historical structure/site for Hans Hanson House, located at 2022 Utah Street:** After a short discussion, it was moved by Mr. Paulsen, seconded by Mr. Statz to recommend to Council designation of the whole site as a local historic site for Hans Hanson House, located at 2022 Utah Street. Motion carried.

**Public hearing: Designation of historical site for Cardy Paleoindian Camp, located at 322/334 W. Spruce Street:** Chairperson Kerwin opened the public hearing at 12:26 p.m. Mr. Olejniczak pointed out that the larger parcel is owned by the Archaeological Conservancy. The smaller parcel is owned by the Clayton Cardy family. The history is not in the buildings themselves, but rather the Paleoindian remains that have been found on the site.

Leo De Lair, 1412 Cove Rd., spoke during the public hearing. Ms. Nault read letters in favor of the

request from David Overstreet, Senior Archaeologist for the Center for Cultural Research at the College of Menominee Nation; Paul Gardner, Midwest Regional Director for The Archaeological Conservancy; and Darrel Cardy, Whitehall, MI.

The public hearing was declared closed at 12:45 p.m.

**Consideration of: Designation of historical site for Cardy Paleoindian Camp, located at 322/334 W. Spruce Street:** In response to earlier concerns of Mr. Mann, Mr. Olejniczak mentioned that the parcels were still on the tax roll. It will be looked by the City Assessor for 2011 if the properties should become tax exempt. If improvements are made to Spruce Street, tax exempt properties can still be specially assessed.

Mr. Mann stated he is still concerned with drainage on that site. Mr. Olejniczak responded that drainage really doesn't have any bearing on whether the property is historic or not. Mr. Mann didn't feel the parcel containing the house should be included with the historic designation and that the parcels do not have sewer and water.

After further discussion, it was moved by Mr. Paulsen, seconded by Mr. Statz to recommend to Council designation of the parcels located at 322/334 W. Spruce Street as a local historical site for Cardy Paleoindian Camp. Carried, with Mr. Mann voting no.

**Adjourn:** Moved by Mr. Paulsen, seconded by Mr. Statz to adjourn. Carried. Meeting adjourned at 12:55 p.m.

Respectfully submitted,



Cheryl Nault  
Community Development Secretary

CITY OF STURGEON BAY  
INSPECTION DEPARTMENT  
December 31, 2010

THE FOLLOWING IS THE MONTHLY SUMMARY OF THE ACTIVITIES OF THE INSPECTION DEPARTMENT FOR THE MONTH OF DECEMBER 2010.

| December-10                          | YEAR TO DATE |   | December-10 | YEAR TO DATE |
|--------------------------------------|--------------|---|-------------|--------------|
| 1                                    | 9            | ONE FAMILY DWELLINGS                        | 155,000     | 1,629,500    |
| 0                                    | 0            | TWO FAMILY DWELLINGS                        | -----       | -----        |
| 0                                    | 1            | MULTIPLE FAMILY DWELLINGS                   | -----       | 500,000      |
| 0                                    | 0            | DUPLEX CONVERTED TO TRI-PLEX                | -----       | -----        |
| 0                                    | 0            | C.B.R.F.                                    | -----       | -----        |
| 0                                    | 9            | RESIDENTIAL ADDITIONS                       | -----       | 657,847      |
| 12                                   | 220          | RESIDENTIAL ALTERATIONS                     | 155,900     | 1,954,629    |
| 0                                    | 7            | RESIDENTIAL GARAGES/CARPORTS                | -----       | 137,356      |
| 0                                    | 10           | RESIDENTIAL GARAGE ADDITIONS & ALTERATIONS  | -----       | 31,750       |
| 0                                    | 1            | RESIDENTIAL STORAGE BUILDINGS               | -----       | 19,100       |
| 0                                    | 0            | RESIDENTIAL SWIMMING POOLS                  | -----       | -----        |
| 0                                    | 0            | NON-RESIDENTIAL SWIMMING POOLS              | -----       | -----        |
| 1                                    | 1            | NEW COMMERCIAL BUILDINGS                    | 995,000     | 995,000      |
| 0                                    | 3            | NON-RESIDENTIAL GARAGES & STORAGE BUILDINGS | -----       | 59,500       |
| 0                                    | 1            | NON-RESIDENTIAL ADDITIONS                   | -----       | 800,000      |
| 4                                    | 52           | NON-RESIDENTIAL ALTERATIONS                 | 54,600      | 989,981      |
| 1                                    | 2            | MUNICIPAL BUILDINGS                         | 60,000      | 125,000      |
| 0                                    | 0            | WAREHOUSES                                  | -----       | -----        |
| 0                                    | 0            | FACTORY & SHOP                              | -----       | -----        |
| 0                                    | 0            | COMMUNICATION TOWER                         | -----       | -----        |
| 0                                    | 0            | SUBSTATION                                  | -----       | -----        |
| 0                                    | 0            | AGRICULTURAL BUILDINGS                      | -----       | -----        |
| <hr/>                                | <hr/>        |   |             |              |
| 19                                   | 316          |   |             |              |
| TOTAL ESTIMATED COST OF CONSTRUCTION |              |   | \$1,420,500 | 7,899,663    |

| December-10                                  | YEAR TO DATE | TOTAL PERMITS ISSUED   | December-10 | YEAR TO DATE |
|--|--------------|--|-------------|--------------|
| 19   | 315          | BUILDING PERMITS   | 2,440       | 24,724       |
| 11   | 130          | ELECTRICAL PERMITS   | 825         | 9,893        |
| 8  | 87           | PLUMBING PERMITS   | 598         | 6,063        |
| 5  | 66           | HEATING PERMITS  | 467         | 8,438        |
| 9  | 149          | SIGN PERMITS   | 270         | 4,440        |
| 0  | 4            | MISCELLANEOUS PERMITS  | -----       | 100          |
| 0  | 0            | SUMP PUMP PERMITS  | -----       | -----        |
| 3  | 124          | ELECTRICIAN LICENSES   | 55          | 1,705        |
| 0  | 1            | EARLY STARTS   | -----       | 275          |
| 0  | 0            | EROSION CONTROL  | -----       | -----        |
| 0  | 0            | STATE PLAN APPROVALS   | -----       | -----        |
| 1  | 14           | PARK & PLAYGROUND PAYMENTS                                     | 300         | 4,200        |
| 1  | 9            | WISCONSIN PERMIT SEALS   | 35          | 315          |
| 1  | 7            | ZONING BOARD OF APPEALS APPLICATIONS                           | 200         | 1,600        |
| 0  | 4            | ZONING CHANGES/P.U.D. APPLICATIONS                             | -----       | 1,250        |
| 0  | 5            | PLAN COMMISSION - CONDITIONAL USES                             | -----       | 1,000        |
| 0  | 9            | CERTIFIED SURVEY MAP REVIEWS                                   | -----       | 225          |
| 0  | 0            | SUBDIVISION PLATTING REVIEW                                    | -----       | -----        |
| 0  | 0            | MISCELLANEOUS REVENUE<br>(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                                     | -----       | -----        |
| 2  | 22           | COMMERCIAL OCCUPANCY FEES                                      | 100         | 1,100        |
| 0  | 1            | PIER PERMIT  | -----       | 50           |
| 0  | 6            | DEMOLITION   | -----       | 400          |
| 0  | 0            | REINSPECTION FEE   | -----       | -----        |
| 0  | 0            | BLASTING   | -----       | -----        |
| TOTAL RECEIPTS DEPOSITED WITH CITY TREASURER |              |  | \$5,290.00  | \$65,778.00  |

*Cheryl Nault*  
Cheryl Nault  
Building Inspection Dept.

CITY OF STURGEON BAY  
INSPECTION DEPARTMENT  
January 31, 2011

THE FOLLOWING IS THE MONTHLY SUMMARY OF THE ACTIVITIES OF THE INSPECTION DEPARTMENT FOR THE MONTH OF JANUARY 2011

| January-11                           | YEAR TO DATE |   | January-11 | YEAR TO DATE |
|--------------------------------------|--------------|---|------------|--------------|
| 0                                    | 0            | ONE FAMILY DWELLINGS                        | -----      | -----        |
| 0                                    | 0            | TWO FAMILY DWELLINGS                        | -----      | -----        |
| 0                                    | 0            | MULTIPLE FAMILY DWELLINGS                   | -----      | -----        |
| 0                                    | 0            | DUPLEX CONVERTED TO TRI-PLEX                | -----      | -----        |
| 0                                    | 0            | C.B.R.F.                                    | -----      | -----        |
| 0                                    | 0            | RESIDENTIAL ADDITIONS                       | -----      | -----        |
| 13                                   | 13           | RESIDENTIAL ALTERATIONS                     | 106,405    | 106,405      |
| 0                                    | 0            | RESIDENTIAL GARAGES/CARPORTS                | -----      | -----        |
| 0                                    | 0            | RESIDENTIAL GARAGE ADDITIONS & ALTERATIONS  | -----      | -----        |
| 0                                    | 0            | RESIDENTIAL STORAGE BUILDINGS               | -----      | -----        |
| 0                                    | 0            | RESIDENTIAL SWIMMING POOLS                  | -----      | -----        |
| 0                                    | 0            | NON-RESIDENTIAL SWIMMING POOLS              | -----      | -----        |
| 0                                    | 0            | NEW COMMERCIAL BUILDINGS                    | -----      | -----        |
| 0                                    | 0            | NON-RESIDENTIAL GARAGES & STORAGE BUILDINGS | -----      | -----        |
| 0                                    | 0            | NON-RESIDENTIAL ADDITIONS                   | -----      | -----        |
| 3                                    | 3            | NON-RESIDENTIAL ALTERATIONS                 | 99,950     | 99,950       |
| 0                                    | 0            | MUNICIPAL BUILDINGS                         | -----      | -----        |
| 0                                    | 0            | WAREHOUSES                                  | -----      | -----        |
| 0                                    | 0            | FACTORY & SHOP                              | -----      | -----        |
| 0                                    | 0            | COMMUNICATION TOWER                         | -----      | -----        |
| 0                                    | 0            | SUBSTATION                                  | -----      | -----        |
| 0                                    | 0            | AGRICULTURAL BUILDINGS                      | -----      | -----        |
| <hr/>                                | <hr/>        |   |            |              |
| 16                                   | 16           |   |            |              |
| TOTAL ESTIMATED COST OF CONSTRUCTION |              |   | \$206,355  | 206,355      |

| January-11                                   | YEAR TO DATE | TOTAL PERMITS ISSUED                  | January-11 | YEAR TO DATE |
|--|--------------|---------------------------------------|------------|--------------|
| 16   | 16           | BUILDING PERMITS                      | 687        | 687          |
| 8  | 8            | ELECTRICAL PERMITS                    | 1,536      | 1,536        |
| 2  | 2            | PLUMBING PERMITS                      | 118        | 118          |
| 5  | 5            | HEATING PERMITS                       | 719        | 719          |
| 34   | 34           | SIGN PERMITS                          | 1,020      | 1,020        |
| 0  | 0            | MISCELLANEOUS PERMITS                 | -----      | -----        |
| 0  | 0            | SUMP PUMP PERMITS                     | -----      | -----        |
| 0  | 0            | ELECTRICIAN LICENSES                  | -----      | -----        |
| 0  | 0            | EARLY STARTS                          | -----      | -----        |
| 0  | 0            | EROSION CONTROL                       | -----      | -----        |
| 0  | 0            | STATE PLAN APPROVALS                  | -----      | -----        |
| 0  | 0            | PARK & PLAYGROUND PAYMENTS            | -----      | -----        |
| 0  | 0            | WISCONSIN PERMIT SEALS                | -----      | -----        |
| 0  | 0            | ZONING BOARD OF APPEALS APPLICATIONS  | -----      | -----        |
| 0  | 0            | ZONING CHANGES/P.U.D. APPLICATIONS    | -----      | -----        |
| 1  | 1            | PLAN COMMISSION - CONDITIONAL USES    | 200        | 200          |
| 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                           | -----      | -----        |
| 0  | 0            | DEMOLITION                            | -----      | -----        |
| 0  | 0            | REINSPECTION FEE                      | -----      | -----        |
| 0  | 0            | BLASTING                              | -----      | -----        |
| TOTAL RECEIPTS DEPOSITED WITH CITY TREASURER |              |                                       | \$4,330.00 | \$4,330.00   |

*Cheryl Nault*  
Cheryl Nault  
Building Inspection Dept.

**BEVERAGE OPERATOR LICENSES**

1. Kallin, Jamie L.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to deny the request from Andrew Scholz, Shipyard Development/Center Point Marina, to waive invoice #2010238 in the amount of \$100.00 for snow removal.

Respectfully submitted,  
FINANCE/PURCHASING & BUILDING COMMITTEE  
By: James Abeyta, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: January 25, 2011

\*\*\*\*\*

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

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

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

EXECUTIVE SUMMARY

TITLE: Request from Andrew Scholz, Shipyard Development/CenterPointe Marina, to waive invoice #2010238 issued to Shipyard Development in the amount of \$100.00 for snow removal on parcel #281-23-08325007, located along South 3<sup>rd</sup> Avenue

BACKGROUND: On December 17, 2010 the City received a complaint that the snow had not been removed from the sidewalk located on parcel #281-23-08325007. On the same day as the complaint was received the Department of Public Works contacted Mr. Moede (property owner) and informed him of the complaint and advised him that if the sidewalk was not cleared of snow the City would remove the snow and invoice Shipyard Development for the associated costs. Mr. Moede said he would have Andy check it out.

The City checked the site on December 20, 2010 and the snow had not yet been removed from the sidewalk; therefore, the City removed the snow and issued an invoice in the amount of \$100.00 to Shipyard Development.

Upon receiving the invoice for the snow removal Andrew Scholz contacted the Department of Public Works and asked that the City waive the invoice for snow removal. In the attached email from Mr. Scholz he explains the reasons the snow was not removed prior to the Department of Public Works arrival to remove the snow.

FISCAL IMPACT: \$100.00 loss of revenue needed to offset costs of snow removal on parcel #281-23-08325007

- OPTIONS:
- 1) Approve the request from Andrew Scholz, Shipyard Development/CenterPointe Marina to waive invoice #2010238 in the amount for \$100.00 for snow removal.
  - 2) Deny the request from Andrew Scholz, Shipyard Development/CenterPointe Marina to waive invoice #2010238 in the amount for \$100.00 for snow removal.

RECOMMENDATION: Review by the Finance/Purchasing and Building Committee.

PREPARED BY: Valerie J. Clarizio  
Valerie J. Clarizio  
Finance Director/City Treasurer

1/20/11  
Date

Robert Bordeau  
Robert Bordeau  
Municipal Services Superintendent

1/20/2011  
Date

APPROVED BY:

Stephen McNeil  
Stephen McNeil  
City Administrator

1/20/2011  
Date

**Bordeau, Bob**

---

**From:** CenterPointe Marina [dockmaster@centerpointemarina.com]  
**Sent:** Wednesday, January 19, 2011 2:34 PM  
**To:** Bordeaux, Bob  
**Subject:** Snow removal invoice

To whom it may concern,

I am emailing regarding an invoice, number 2010238, regarding snow removal on south 3rd street. I realize that we missed a few spots immediately following that large snow fall on account of the following reasons. There was a large amount of snow and that was also my first year managing this property so I was learning the ropes. We also lost one of our employees do to sudden death that week, leaving me single handed to complete the task... I received a memo to make sure we get the third street completed, and literally as I was removing the snow your guys came around the corner with their machine and completed the job.

At any rate we have gotten a handle on the snow removal here and have been efficiently removing snow in a reasonable time period. If you could please consider our problems at the time and understand that we have improved our process here and revoke the fee. Also we would appreciate in the future if there are any problems with the property to contact the property manager directly at 920-746-1912. I am available at that number 24/7. It is also reasonable for you to show us and discuss the problem before taking action and billing us.

Thank you for hearing us out and being so cooperative with us, also thanks for all the hard work you do around the city.

Regards,

Andrew J. Scholz  
CenterPointe Marina  
Property Manager

CITY OF STURGEON BAY  
 421 MICHIGAN ST  
 STURGEON BAY, WI 54235  
 (920) 746-2900

SHIPYARD DEVELOPMENT  
 720 W VIRGINIA ST  
 MILWAUKEE WI 54235-

|         |
|---------|
| INVOICE |
|---------|

Invoice Date: 12/20/2010  
 Invoice #: 2010238  
 Invoice Amt: \$100.00  
 Customer #: SHP DVL  
 Due Date: UPON RECEIPT

| DESCRIPTION  | HRS/QTY | COST/UNIT | AMOUNT   |
|--|---------|-----------|----------|
| SNOW REMOVAL<br>ALONG SOUTH 3RD AVENUE<br>TAX PARCEL ID 281-23-0835007 | 1.00    | \$100.00  | \$100.00 |

=====

|                |          |
|----------------|----------|
| SUB-TOTAL:     | \$100.00 |
| TAX:           | \$ .00   |
| AMT. PAID:     | \$ .00   |
| INVOICE TOTAL: | \$100.00 |

=====

Sidewalks to Check Out  
Complaints Received

Complaints Received 12/14/10

| Address           | Sidewalk OK?                      | Property Owner       | Mailing Address                     | Phone #    | Parcel #         |
|-------------------|-----------------------------------|----------------------|-------------------------------------|------------|------------------|
| 25 N. Madison St. | Done by City Crew- normal removal | Hole N One Station   |                                     | 743-8772   |                  |
| 436 N. 5th Ave.   | Sidewalk blown by City 12/17/10   | Jeffrey Hujet        | 2010239<br>436 N. 5th Ave., St. Bay | No phone # | 281-62-04-001005 |
| 222 N. 7th Ave.   | Sidewalk blown by City 12/17/10   | Polly Sills          | 2010240<br>222 N. 7th Ave., St. Bay | 743-0153   | 281-62-25-002900 |
| 630 Kentucky St.  | Sidewalk OK 12/17/10              | Paul & Cynthia Weber | 630 Kentucky St.                    | 743-6018   | 281-10-85-300401 |
| 418 Iowa St.      | Sidewalk blown by City 12/17/10   | Mary C. Wauters      | 2010241<br>418 Iowa St.             | No phone # | 281-10-85-411201 |
| 410 N. 4th Ave.   | Sidewalk blown by City 12/17/10   | Paul E. Billing      | 2010242<br>410 N. 4th Ave.          | 559-0962   | 281-10-85-411101 |
| 416 Maple St.     | Sidewalk blown by City 12/17/10   | Brian Miller         | 2010243<br>416 W. Maple St.         | No phone # | 281-64-60-050107 |

Called 9:55 a.m. 12/16/10-told them to clear sidewalk or will be charged

Called 12/16/10 8:50 a.m. Left message on machine

wrote down phone # when he called to complain City was moving so

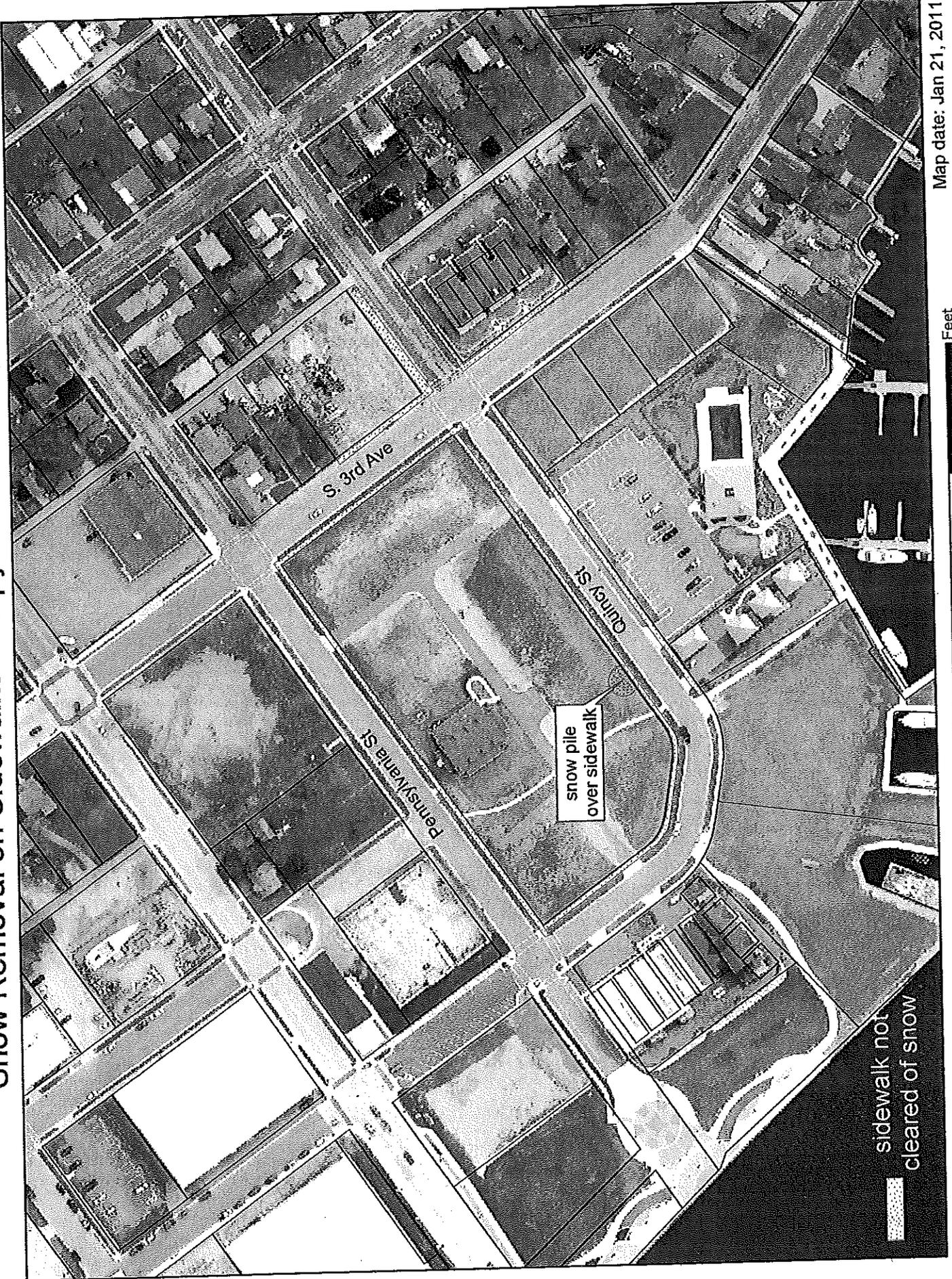
Complaints Received 12/17/10

|                             |                                   |                          |                  |                         |                  |   |
|-----------------------------|-----------------------------------|--------------------------|------------------|-------------------------|------------------|---|
| Along S. 3rd Ave. & by Apts | Sidewalk blown by City 12/20/10   | Shipyards Partners       | J.W. # 2010236   | 414-732-0737            | 281-23-08325007  | Called Peter Moede 12/17/10 11:00 He said he would have Andy check it out |
| 445 N. 4th Ave              | Sidewalk OK 12/20/10              | Peggy Carstens           | Same             | 746-9845                | 281-62-02-000502 | Left message on answering machine 12:23 p.m. 12/17                        |
| 439 N. 4th Ave.             | Sidewalk blown by City 12/20/10   | Scott Massey             | Same             | No phone #              | 281-62-02-000301 |   |
| 451 N. 4th Ave.             | Sidewalk blown by City 12/20/10   | Gloria Watson            | Same             | No phone # Disconnected | 281-62-02-000501 |   |
| 608 Kentucky St.            | Sidewalk OK 12/20/10              | Earl & Jacquelyn Stroh   | P.O. Box 151     | 743-2286                | 281-10-85-300701 | Called 2:00 p.m. 12/17/10 talked to Jackie STAFF COMPLAINT                |
| 314 Maple St.               | Done by City Crew- normal removal | Paul & Susan Thierfelder | 314 W. Maple St. | No phone #              | 281-12-10-050701 | STAFF COMPLAINT   |

Complaints Received 12/20/10

|                    |  |  |   |  |                   |                 |
|--------------------|--|--|---|--|-------------------|-----------------|
| 766 Memorial Drive |  |  |   |  | 281-62-32-000309  | STAFF COMPLAINT |
| 752 Memorial Drive |  |  |   |  | 281-62-32-000310  | STAFF COMPLAINT |
| 216 S. 3rd Ave.    |  |  | On both Penn. & Oregon Sides                  |  | 281-10-85-110501  | STAFF COMPLAINT |
| 222 S. 1st Ave.    |  |  | On front sidewalk & both Oregon & Penn. Sides |  | 281-10-85-020102a | STAFF COMPLAINT |

# Snow Removal on Sidewalks - Shipyard Redevelopment Area



Map date: Jan 21, 2011



sidewalk not cleared of snow

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, authorize the City Attorney to pursue legal action against Champion Packaging and Premier Delivery, Inc. to obtain a judgment, in the amount of \$10,846.69, due to the City for clean-up of a chemical spill on May 28, 2009 in the Industrial Park.

Respectfully submitted,  
FINANCE/PURCHASING & BUILDING COMMITTEE  
By: James Abeyta, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: January 25, 2011

\*\*\*\*\*

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

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

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

EXECUTIVE SUMMARY

**TITLE:** File legal action against Champion Packaging and Premier Delivery, Inc. to obtain a judgment for the amount due to the City in the amount of \$10,846.69.

**BACKGROUND:** On May 28, 2009 the Sturgeon Bay Fire Department and Street Department, along with County Agencies, responded to a chemical spill at Warner Wexel, 210 Jib Street.

As per state statute the spiller is responsible for costs associated with the mitigation and clean-up of a chemical spill. Door County Corporate Counsel made an effort to collect the fees and was unsuccessful. The County of Door chose to not pursue any further collection attempts because their costs were immaterial. With that said, City staff contacted the City Attorney for his opinion on whether or not to pursue collection efforts. See attached letter from the City Attorney.

**FISCAL IMPACT:** Legal fees in the range of \$750.00 to \$2,500.00.  
Collection of revenue in the amount of \$10,846.69.

**OPTIONS:** 1) Authorize the City Attorney to pursue legal action against Champion Packaging and Premier Delivery, Inc. to obtain a judgment for the amount due to the City in the amount of \$10,846.69.

**RECOMMENDATION:** Recommend to the Common Council to authorize the City Attorney to pursue legal action against Champion Packaging and Premier Delivery, Inc. to obtain a judgment for the amount due to the City in the amount of \$10,846.69.

**PREPARED BY:** Valerie J. Clarizio 1/20/11  
Valerie J. Clarizio Date  
Finance Director/City Treasurer

Timothy Herlache 1/20/11  
Timothy Herlache Date  
Fire Chief

**APPROVED BY:** Stephen McNeil 1/20/11  
Stephen McNeil Date  
City Administrator



JAMES R. SMITH  
MARK A. JINKINS  
RANDALL J. NESBITT\*†  
RICHARD A. HAUSER  
DAVID L. WEBER\*\*†  
JON R. PINKERT  
JENNIFER C. HOBART

454 KENTUCKY STREET  
P.O. BOX 89  
STURGEON BAY, WISCONSIN 54235-0089

TELEPHONE (920)743-6505  
FACSIMILE (920)743-2041

WRITER'S E-MAIL [rneshitt@pinkertlawfirm.com](mailto:rneshitt@pinkertlawfirm.com)

HERMAN J. LEASUM (1910-2006)

RETIRED:  
JEFFERY M. WEIR  
ROGER PINKERT

NORTHERN DOOR OFFICE:  
350 SUNSET DRIVE  
SISTER BAY, WISCONSIN 54234  
TELEPHONE (920) 854-2616

\* Court Commissioner  
\*\* Also licensed in Iowa  
† Certified Civil Trial Specialist by  
National Board of Trial Advocacy

December 22, 2010

Mr. Steve Mc Neil  
City Administrator  
City of Sturgeon Bay  
421 Michigan Street  
Sturgeon Bay, WI 54235

Chief Tim Herlache  
Sturgeon Bay Fire Department  
421 Michigan Street  
Sturgeon Bay, WI 54235

**RE: City of Sturgeon Bay vs. Champion Packaging, et al**

Dear Steve and Tim:

I have enclosed with this letter a copy of the revised summons and complaint that has been drafted for collection and recovery of Fire Department and Street Department expenditures in a hazardous waste spill. It is my understanding from reviewing this matter that there have been several communications to these parties in attempts to recover the city's expenses. Wisconsin Statutes grant municipalities the right to recover their cleanup expenses from the parties in possession of the hazardous material in the event of a spill. In this case, the parties are blaming each other and no one is willing to assume responsibility. We are, therefore, recommending that we file this action against both parties to obtain a judgment for the amount due to the city.

Before we file this action, we should have approval from the Common Council. I assume, however, this should start at the committee level with a recommendation to Council. I would also recommend this be handled in open session as opposed to closed session as there is no reason to hide the city's intentions to collect from these parties.

I would anticipate the cost of recovery to range from \$750 to \$2,500, depending on whether there is a challenge that ends up in a hearing.

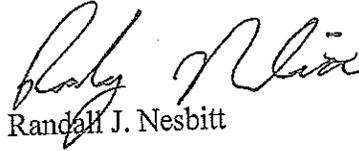
**WISCONSIN LAWYERS**  
EXPERT ADVISERS. SERVING YOU.

Mr. Steve McNeil  
Chief Tim Herlache  
December 22, 2010  
Page 2

If you have any questions regarding this, please contact me.

Sincerely,

PINKERT LAW FIRM LLP



Handwritten signature of Randall J. Nesbitt in cursive script.

Randall J. Nesbitt

RJN:hb

Enclosure

F:\Clients\S\Sturgeon Bay-City\Champion Packaging\mcneil & herlache 12-22-10.docx

STATE OF WISCONSIN

CIRCUIT COURT  
BRANCH \_\_\_\_\_

DOOR COUNTY

---

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

Plaintiff,

vs.

Case No. 11-CV-  
Case Code: 30301

**Champion Packaging**  
1840 International Parkway  
Woodridge, IL 60517, and  
**Premier Delivery, Inc.**  
8455 South 77<sup>th</sup> Avenue  
Bridgeview, IL 60455,

Defendants.

---

## SUMMONS

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THE STATE OF WISCONSIN, To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days, or if the State of Wisconsin or an officer, agent, employee or agency of the State of Wisconsin, within forty-five (45) days, or if the United States of America, within sixty (60) days, of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is Door County Justice Center, 1205 South Duluth Avenue, Sturgeon Bay, Wisconsin 54235 and to Pinkert Law Firm LLP, plaintiff's attorney, whose address is 454 Kentucky Street, P. O. Box 89, Sturgeon Bay, WI 54235-0089. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, or if the defendant is the State of Wisconsin or an officer, agent, employee or agency of the State of Wisconsin, within forty-five (45) days, or if the United States of America, within sixty (60) days, the Court may grant judgment against you for the award of money or other legal action requested in the complaint and you may lose your right to object to anything that is or may be incorrect in the

complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this \_\_\_\_\_ day of January, 2011.

PINKERT LAW FIRM LLP

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

Randall J. Nesbitt  
State Bar No. 1000013  
Attorney for Plaintiff

P. O. Address:  
454 Kentucky Street  
P. O. Box 89  
Sturgeon Bay, WI 54235  
Phone: 920-743-6505  
Fax: 920-743-2041  
email: [rnesbitt@pinkertlawfirm.com](mailto:rnesbitt@pinkertlawfirm.com)

F:\Clients\S\Sturgeon Bay-City\Champion Packaging\Pleadings\SUMMONS 11-02-10.docx

**FAIR DEBT COLLECTION PRACTICES ACT DISCLOSURE**  
**15 U.S.C. SECTION 1692, AS AMENDED**

1. Pinkert Law Firm LLP is a law firm/debt collector representing a creditor in the collection of a debt that you owe to said creditor. We are attempting to collect such debt and any information obtained from you will be used for that purpose.

2. The name and address of the creditor that the law firm represents is:

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

3. The debt that the law firm is attempting to collect is described in the attached Complaint and Exhibits.

4. The total amount due on the debt was \$10,846.69 as of January 20, 2011. Since interest, late charges, and other charges may vary from day to day, the amount of the debt on the day you pay may be greater. Hence, if you pay the amount stated above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection.

5. If you dispute the validity of the debt or any portion thereof, you should notify us in writing within thirty (30) days after receipt of this notice or we will assume the debt to be valid. If we are so notified, we will obtain verification of the debt or a copy of the judgment against you, and a copy of such verification or judgment will be mailed to you.

6. If the original creditor is different from the present creditor and within thirty (30) days after receipt of this notice, you request the name and address of such original creditor, we will obtain that information, and that information will be mailed to you,

7. The law does not require us to wait until the end of the thirty (30) day period before proceeding with this lawsuit to collect the debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty (30) day period that begins with your receipt of the accompanying Notice, the law requires us to suspend our efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.

8. All written requests should be addressed to Pinkert Law Firm LLP, 454 Kentucky Street, P. O. Box 89, Sturgeon Bay, Wisconsin 54235.

---

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

Plaintiff,

vs.

Case No. 11-CV-  
Case Code: 30301

**Champion Packaging**  
1840 International Parkway  
Woodridge, IL 60517, and  
**Premier Delivery, Inc.**  
8455 South 77<sup>th</sup> Avenue  
Bridgeview, IL 60455,

Defendants.

---

**COMPLAINT**

---

NOW COMES the plaintiff, City of Sturgeon Bay, by its attorneys, Pinkert Law Firm LLP, and complains of the defendants and alleges to the court as follows:

1. The plaintiff is a municipal corporation organized and existing under the laws of the State of Wisconsin with its principal place of business at 421 Michigan Street, Sturgeon Bay, Wisconsin 54235.
2. The defendant, Champion Packaging, is, upon information and belief, an Illinois corporation organized and existing under the laws of the State of Illinois with its principal place of business at 1840 International Parkway, Woodridge, Illinois 60517.
3. The defendant, Premier Delivery, Inc., is, upon information and belief, a foreign corporation with its principal office at 8455 South 77<sup>th</sup> Avenue, Bridgeview, Illinois 60455.

4. On or about May 27, 2009, the defendant, Champion Packaging, possessed chemical items, including acids and acid solutions, as identified in a Bill of Lading attached hereto and incorporated herein as Exhibit A.

5. Champion Packaging, as shipper, shipped such items from its address at 1840 International Parkway, Woodridge, Illinois 60517, and caused such items to be shipped and delivered from such address into the City of Sturgeon Bay, Door County, Wisconsin, by a motor carrier.

6. Upon information and belief, the defendant, Champion Packaging, was, at all times, a party who possessed or controlled a hazardous substance and caused the same to be delivered to the City of Sturgeon Bay, Door County, Wisconsin, on May 28, 2009.

7. The defendant, Premier Delivery, Inc., was, on May 27, 2009, the carrier of freight delivered to it from Champion Packaging at 1840 International Parkway, Woodridge, Illinois 60517, and was to carry such freight as identified in the Bill of Lading attached hereto and incorporated herein as Exhibit A from such location to a location in the City of Sturgeon Bay, Door County, Wisconsin, as identified in such Bill of Lading.

8. Upon information and belief, the defendant, Premier Delivery, Inc., was, at all times material to this proceeding, a company and person that possessed or controlled a hazardous substance which it delivered into the City of Sturgeon Bay, Door County, Wisconsin on May 28, 2009.

9. On May 28, 2009, a hazardous substance emergency occurred in the City of Sturgeon Bay, Door County, Wisconsin, involving products shipped from Champion Packaging by Premier Delivery, Inc. into the City of Sturgeon Bay, Door County, Wisconsin.

10. The City of Sturgeon Bay, as a local agency involved in emergency management, engaged its local emergency response team as identified under Wis. Stats. Chapter 166 for cleanup, evaluation, protection of the public and containment of leaking acid material from the vehicle of Premier Delivery, Inc. located at 210 Jib Street, Sturgeon Bay, Wisconsin 54235.

11. In the course of responding to, evaluating, containing and eliminating the hazardous situation caused by the hazardous substance spill as identified above, the City of Sturgeon Bay incurred expenses in the sum of \$1,054.04 by its street department and \$9,792.65 by its fire department, for a total due to the City of Sturgeon Bay of \$10,846.69. Such expenses are detailed in Exhibits B and C attached hereto and incorporated herein.

12. The defendants, Premier Delivery, Inc. and Champion Packaging, as persons who possessed or controlled a hazardous substance involved in an emergency, and as persons who caused the emergency, are responsible to reimburse the City of Sturgeon Bay for its expenses incurred pursuant to Wis. Stats. §166.22 (4).

13. The defendants have failed and refused to reimburse or to repay the City of Sturgeon Bay for its expenses incurred.

WHEREFORE, the City of Sturgeon Bay demands judgment against the defendants, and each of them, as follows:

- (A) For judgment in the sum of \$10,846.69;
- (B) For costs, disbursements, and attorney fees incurred in recovering the sum identified above;
- (C) For such further relief as the court may deem just and equitable.

Dated this \_\_\_\_\_ day of January, 2011.

PINKERT LAW FIRM LLP

By: \_\_\_\_\_  
Randall J. Nesbitt  
State Bar No. 1000013  
Attorney for Plaintiff

P. O. Address:  
454 Kentucky Street  
P. O. Box 89  
Sturgeon Bay, WI 54235  
Phone: 920-743-6505  
Fax: 920-743-2041

email: [rnesbitt@pinkertlawfirm.com](mailto:rnesbitt@pinkertlawfirm.com)

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STRAIGHT BILL OF LADING - ORIGINAL

Shipper's No: 24272

Carrier Premier SCAC 0118 Carrier's No. RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and all applicable state and federal regulations.

at date from The Property described below, in pursuance of a order, contract or other agreement and conditions of carriage of packages (air-way), manifest, consignment, and other documents, and subject to the terms and conditions of the bill of lading, is hereby acknowledged by the carrier as having been received in possession of the property under the control of the carrier to be carried to the destination specified in the bill of lading, and to be delivered to the consignee at the destination specified in the bill of lading, and to be delivered to the consignee at the destination specified in the bill of lading, and to be delivered to the consignee at the destination specified in the bill of lading.

TO: Warner-Wexel LLC Consignee 210 JIB Street Street Destination Sturgeon Bay WI Zip 54235 FROM: Champion Packaging Shipper 1840 Int'l Parkway Street Origin Woodridge, IL Zip 60517

Table with columns: Number and Type of Packages, Description of Articles, Hazard Class, Pkg. Gp., Net Weight, and Volume. Includes entries for Hypochlorite Solution, Hydrochloric Acid, Solution, and Hydrochloric Acid, Solution.

Remit COD to: Before untendered Address: City: State: Zip: COD AMT: TOTAL CHARGES: PREIGHT CHARGES:

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. Per

SHIPPER: Champion Packaging PER: DATE: 5-27-09 CARRIER: PER: DATE: EMERGENCY RESPONSE TELEPHONE NUMBER: (800) 535-5053

CONTAINS HAZARDOUS MATERIALS

CITY OF STURGEON BAY  
 421 MICHIGAN ST  
 STURGEON BAY, WI 54235  
 (920) 746-2900

CHAMPION PACKAGING  
 1840 INTERNATIONAL PARKWAY  
 WOODRIDGE IL 60517-

INVOICE

Invoice Date: 06/09/2009  
 Invoice #: 2009152  
 Invoice Amt: \$1,054.04  
 Customer #: CHAMPION  
 Due Date: UPON RECEIPT

| DESCRIPTION                 | HRS/QTY | COST/UNIT | AMOUNT     |
|-----------------------------|---------|-----------|------------|
| LABOR                       | 4.75    | \$45.05   | \$213.98   |
| LABOR                       | .50     | \$45.76   | \$22.88    |
| EQUIPMENT USE               | 4.75    | \$53.20   | \$252.70   |
| EQUIPMENT USE               | .50     | \$53.54   | \$26.77    |
| LABOR & EQUIP ON 5/28       |         |           |            |
| LABOR                       | 1.00    | \$45.76   | \$45.76    |
| LABOR                       | 1.00    | \$45.05   | \$45.05    |
| LABOR                       | 1.00    | \$46.68   | \$46.68    |
| EQUIPMENT USE               | 1.00    | \$34.54   | \$34.54    |
| EQUIPMENT USE               | 2.00    | \$12.66   | \$25.32    |
| LABOR & EQUIP ON 5/29       |         |           |            |
| LABOR                       | 1.00    | \$46.68   | \$46.68    |
| LABOR                       | 1.00    | \$45.05   | \$45.05    |
| EQUIPMENT USE               | 1.00    | \$12.66   | \$12.66    |
| LABOR & EQUIP ON 6/1/09     |         |           |            |
| MATERIAL - STREET DEPT SAND | 30.28   | \$6.00    | \$181.68   |
| ADMINISTRATIVE FEE          | 1.00    | \$25.00   | \$25.00    |
| ADMIN FEE ADDED 08/14/09    |         |           |            |
| SUB-TOTAL:                  |         |           | =====      |
|                             |         |           | \$1,024.75 |
| TAX:                        |         |           | \$29.29    |
| AMT. PAID:                  |         |           | \$ .00     |
| INVOICE TOTAL:              |         |           | =====      |
|                             |         |           | \$1,054.04 |
|                             |         |           | =====      |

CITY OF STURGEON BAY

INVOICE DATE: 06/09/2009 INVOICE #: 2009152

Exhibit B

# Memo

To: Val Clarizio ✓  
Tim Herlache

From: Jennifer Lenius

Date: June 9, 2009

Re: Chemical Spill Invoice

Attached is the invoice and background information for work done by the street department for the chemical spill on May 28, 2009.

If you need anything else, let me know.

Chemical Spill 5-28-09

|        |                    |                                     |       |
|--------|--------------------|-------------------------------------|-------|
| 5/28   | ✓ Harry Jennerjohn | - 3 <sup>3</sup> / <sub>4</sub> hr. | 21.45 |
|        | ✓ tandem truck     | - 3 <sup>3</sup> / <sub>4</sub> hr  | 53.20 |
|        | ✓ Tom Mengert      | - 1/2 hr.                           | 21.79 |
|        | ✓ Loader           | - 1/2 hr.                           | 53.54 |
|        | ✓ Darren Hester    | - 1 hr.                             | 21.79 |
|        | ✓ tandem truck     | - 1 hr.                             | 53.20 |
| 5/29   | ✓ Tom Delchambre   | - 1 hr.                             | 21.79 |
| Sweep  | ✓ Sweeper          | - 1 hr.                             | 34.54 |
|        | ✓ Steve Wiegand    | - 1 hr.                             | 21.45 |
| plu    | ✓ 1-ton            | - 1 hr.                             | 12.66 |
| quarry |                    |                                     |       |
| wash   | ✓ John Reed        | 1 hr.                               | 22.23 |
|        | ✓ 1-ton            |                                     | 12.66 |
|        |                    |                                     |       |
| 6/11   | John Reed          | 1 hr                                | 22.23 |
| plu    | 1-ton              | - 1 hr                              | 12.66 |
| signs  | Steve Wiegand      | 1 hr                                | 21.45 |

Bissen Asphalt LLC

& Sturgeon Bay Sand & Gravel  
 934 Shiloh Road  
 Sturgeon Bay, WI 54235  
 920-746-8850

# Statement

Date

6/1/2009

To:

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

*PO # 608X5*

|        |          |            |
|--------|----------|------------|
| Net 10 | 6/1/2009 | \$175.70   |
| Terms  | Due Date | Amount Due |

| Date           | Description   | Rate                       | Amount                     | Balance                      |                   |
|----------------|---|----------------------------|----------------------------|------------------------------|-------------------|
| 10/04/2007     | PMT #059454.  |                            | -5.98                      | -5.98                        |                   |
| 05/29/2009     | INV #24232. Due 05/29/2009. Orig. Amount \$181.68.<br>--- Fill Sand, 15.23 @ \$6.00 = 91.38<br>--- Fill Sand, 15.05 @ \$6.00 = 90.30<br>--- Tax: Exempt Sales @ 0.0% = 0.00 |                            | 181.68                     | 175.70                       |                   |
| <b>CURRENT</b> | <b>1-30 DAYS PAST DUE</b>   | <b>31-60 DAYS PAST DUE</b> | <b>61-90 DAYS PAST DUE</b> | <b>OVER 90 DAYS PAST DUE</b> | <b>Amount Due</b> |
| 0.00           | 175.70  | 0.00                       | 0.00                       | 0.00                         | \$175.70          |



CITY OF STURGEON BAY  
421 MICHIGAN ST  
STURGEON BAY, WI 54235  
(920) 746-2900

CHAMPION PACKAGING  
1840 INTERNATIONAL PARKWAY  
WOODRIDGE IL 60517-

INVOICE

Invoice Date: 06/09/2009  
Invoice #: 2009153  
Invoice Amt: \$9,767.65  
Customer #: CHAMPION  
Due Date: UPON RECEIPT

| DESCRIPTION   | HRS/QTY | COST/UNIT  | AMOUNT     |
|---|---------|------------|------------|
| FIRE DEPT LABOR   | 1.00    | \$9,627.55 | \$9,627.55 |
| FIRE DEPT MATERIAL  | 1.00    | \$132.80   | \$132.80   |
| RE: WARNER WEXEL CHEMICAL<br>SPILL (05/28/09)<br>ADMINISTRATIVE FEE<br>ADMIN FEE ADDED 08/14/09 | 1.00    | \$25.00    | \$25.00    |
|   |         |            | =====      |
| SUB-TOTAL:  |         |            | \$9,785.35 |
| TAX:  |         |            | \$7.30     |
| AMT. PAID:  |         |            | \$.00      |
| INVOICE TOTAL:  |         |            | \$9,792.65 |
|   |         |            | =====      |

CITY OF STURGEON BAY

INVOICE DATE: 06/09/2009 INVOICE #: 2009153

Exhibit C



**CITY of STURGEON BAY  
FIRE DEPARTMENT**

**Tim  
Herlache  
Fire Chief**

421 Michigan St  
Sturgeon Bay, WI 54235

920-746-2916  
920-746-2905 FAX  
Email: [therlache@sturgeonbaywi.org](mailto:therlache@sturgeonbaywi.org)

June 7, 2009

Champion Packaging  
1840 International Parkway  
Woodridge, IL 60517

**Reference: Chemical Spill - Call # 414**

Listed below is the overtime labor and material costs for the spill that occurred on May 28, 2009 at Warner-Wexel, 210 Jib Street, Sturgeon Bay WI.

|                            |                   |
|----------------------------|-------------------|
| Labor:                     | \$ 9,627.55       |
| 8 Tyvek Suits (decon)      | \$52.80           |
| 10 Bags of Oil Dry:        | \$58.00           |
| 100' roll of black pastic: | \$22.00           |
|                            | =====             |
| <b>Total Due:</b>          | <b>\$9,760.35</b> |

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to sole source purchase and contract with Milliman to provide the GASB 45 Actuarial Valuation services for the City in the amount of \$6,000.00 for the years beginning January 1, 2011 and ending December 31, 2013.

Respectfully submitted,  
FINANCE/PURCHASING & BUILDING COMMITTEE  
By: James Abeyta, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: January 25, 2011

\*\*\*\*\*

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

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

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

## EXECUTIVE SUMMARY

TITLE: GASB 45 Actuarial Valuation Proposal

BACKGROUND: The Governmental Accounting Standards Board (GASB) requires that municipalities value, and if material, book liabilities for other post employment benefits (OPEB) such as retiree health, dental and life insurance benefits. The City's only OPEB's are implicit rate subsidies for retiree insurance benefits in which the City requires the retirees to pay the entire cost of their health, dental and life insurance premiums.

The City receives health insurance coverage through WPPI Health Insurance Trust. WPPI Trust contracts with Milliman for actuarial services. Accordingly, in 2008 the City contracted with Milliman to provide this GASB 45 actuarial valuation. This saved a great deal of preparation time for both City staff and Milliman.

The City Purchasing Policy states that a contract may be awarded for services without competition when the City Administrator or designee determines that there is one reasonable or best source for the required service. Since Milliman provides these services for our insurance provider, WPPI, and since Milliman has previously provided this service for the city, staff recommends a sole source purchasing contract with Milliman.

Attached are the Consulting Services and Business Associate Agreements between the City and Milliman which were approved by the Council and City Attorney in 2008. In the event the Council renews the contract with Milliman for the GASB 45 (OPEB) Actuarial Valuation services the terms of the 2008 agreements will simply be extended through the new three year period.

FISCAL IMPACT: Contracting with Milliman for the GASB 45 Actuarial Valuation Proposal will cost \$6,000.

- OPTIONS:
- 1) Exercise sole source purchasing and contract with Milliman to provide the GASB 45 Actuarial Valuation services for the City in the amount of \$6,000 for the years beginning January 1, 2011 and ending December 31, 2013.
  - 2) Do not exercise sole source purchasing and award the Contract with Milliman to provide the GASB 45 Actuarial Valuation services for the City for the years beginning January 1, 2011 and ending December 31, 2013, and bid out for the actuarial services.

RECOMMENDATION:

Exercise sole source purchasing and contract with Milliman to provide the GASB 45 (OPEB) Actuarial Valuation services for the City for a three year period beginning January 1, 2011 and ending December 31, 2013 for a contracted amount of \$6,000.

PREPARED BY: Valerie J. Clarizio 1/17/11  
Valerie J. Clarizio Date  
Finance Director/City Treasurer

REVIEWED BY: Stephen McNeil 1-17-11  
Stephen McNeil Date  
City Administrator



15800 Bluemound Road  
Suite 100  
Brookfield, WI 53005  
USA  
Tel +1 262 784 2250  
Fax +1 262 923 3680

milliman.com

Steven G. Hanson, ASA, MAAA  
Associate Actuary

steve.hanson@milliman.com

January 10, 2011

Ms. Valerie J. Clarizio, CPFO  
Finance Director / City Treasurer  
City of Sturgeon Bay  
421 Michigan Street  
Sturgeon Bay, WI 54235

[sent via email: [vclarizio@sturgeonbaywi.org](mailto:vclarizio@sturgeonbaywi.org)]

**Re: City of Sturgeon Bay, WI GASB 45 Actuarial Valuation Proposal**

Dear Valerie:

Thank you for the opportunity to submit this proposal to perform an actuarial valuation of the City of Sturgeon Bay's obligations for Other Post Employment Benefits (OPEB) under Governmental Accounting Standards Board Statement No. 45 (GASB 45). We last performed this study for Sturgeon Bay as of year end 2008 (which we understand you used for 2008, 2009 and 2010). We look forward to working with you again to update the OPEB study for the three year period beginning January 1, 2011 and ending December 31, 2013.

#### **PROPOSED SERVICES**

Milliman will provide an actuarial valuation of Sturgeon Bay's GASB 45 obligation, including the following services:

- > Development of actuarial assumptions, including estimating retiree medical claim cost assumptions.
- > Calculation of the GASB 45 accumulated postretirement benefit obligation and associated annual required contribution.
- > Preparation of associated disclosure items for Sturgeon Bay's auditors.
- > Ten-year projection of cash flow and the GASB 45 net periodic benefit cost.
- > Breakdown of results between represented and non-represented groups for the City.
- > Written summary of results, assumptions, and methodology.

You should be able to use this actuarial valuation report for the three years from January 1, 2011 through December 31, 2013 according to GASB 45 (because the City has less than 200 participants in the retiree health insurance plan, and assuming no significant changes to your benefit plan or enrollment). However, you should verify with your auditors how often to update the actuarial calculations.

**ABOUT MILLIMAN AND YOUR CONSULTANTS**

Milliman, Inc. is a leading nationwide independent actuarial consulting firm with 54 offices. Established in 1947, Milliman has about 2,400 employees. We consult in four major areas: health insurance, retirement plans, casualty insurance, and life insurance. Our health-consulting clients include large public and private employers, insurance companies, health maintenance organizations, healthcare providers, governmental organizations, and other risk-taking entities.

Staff from Milliman's Milwaukee office will provide services for Sturgeon Bay. Our Milwaukee office employs about 200 total employees in all consulting areas and consults both locally and nationally. We have conducted GASB 45 valuations for at least 20 Wisconsin governmental entities within the past several years.

I (Steven G. Hanson, ASA, MAAA) will be responsible for managing Sturgeon Bay's engagement. I am an Associate Actuary with 25 years of experience in health insurance, with clients around the country. My clients include private and public sector employers, public sector programs, HMOs, and other health insurance entities. I have worked with a number of municipalities and school districts on their GASB 45 valuations.

**DATA REQUEST**

Please see the attached Data Request worksheet for a list of the information Milliman will need to complete this project. The first tab of the worksheet describes the general data needs. The second and third tabs provide a format we would like you to use to provide the data. The fourth tab contains some additional questions to clarify some of the parameters of the study. We have answered some of the questions to the best of our knowledge based on the answers from the year end 2008 study. Please review our responses, make changes where appropriate, and provide answers to the remaining questions.

**TIMING AND FEES**

Milliman proposes a flat fee of \$6,000 for this project based upon:

- > Receipt of accurate data prepared in accordance with the data request template provided.
- > Results are communicated in our standard written report, without customization.
- > Valuation of the current plan design, without alternatives.

Regular time-and-expense charges will apply in addition to the flat fee for work by Milliman that is related to data that is not provided according to specifications.

Often, clients would like a presentation of the results to their Board or would like some testing of benefit alternatives. Sturgeon Bay may desire to set aside an additional budget of \$2,000 to \$3,000 in case you would like to engage us for these optional services.



Ms. Valerie J. Clarizio, CPFO  
January 10, 2011  
Page 3

**CONSULTING SERVICES AGREEMENT**

Should you choose to accept our proposal, the project will be subject to the terms of the Consulting Services Agreement between Milliman and Sturgeon Bay signed September 10, 2008.



I hope we can work with The City of Surgeon Bay and you on this project. Please sign and return a copy of this letter to proceed with this project. Please call me (262.796.3442) with any questions you may have.

Thank you!

Sincerely,

A handwritten signature in cursive script that reads "Steve Hanson".

Steven G. Hanson, ASA, MAAA  
Associate Actuary

SGH/vrr

Attachments



**GASB 45 Proposal**

***Accepted by:***

---

Signature

---

Print Name

---

**City of Sturgeon Bay**  
Company

---

Date

## CONSULTING SERVICES AGREEMENT

Page 1 of 3

This Agreement is entered into between Milliman, Inc. (Milliman) and City of Sturgeon Bay, Wisconsin (Client) as of September 9, 2008. Client has engaged Milliman to perform consulting services as described in the attached letter of September 9, 2008. Such services may be modified from time to time and may also include general actuarial consulting services. These terms and conditions will apply to all subsequent engagements of Milliman by Client unless specifically disclaimed in writing by both parties prior to the beginning of the engagement. In consideration for Milliman agreeing to perform these services, Client agrees as follows.

1. **BILLING TERMS.** Client acknowledges the obligation to pay Milliman for services rendered at the fixed fees listed in the attached letter of September 9, 2008. Client agrees to pay for services outside the scope of the services listed in the September 9, 2008 letter, whether arising from Client's request or otherwise necessary as a result of this engagement, at Milliman's standard hourly billing rates for the personnel utilized plus all out-of-pocket expenses incurred. Milliman will bill Client periodically for services rendered and expenses incurred. All invoices are payable upon receipt. Milliman reserves the right to stop all work if any bill goes unpaid for 60 days. In the event of such termination, Milliman shall be entitled to collect the outstanding balance, as well as charges for all services and expenses incurred up to the date of termination.
2. **TOOL DEVELOPMENT.** Milliman shall retain all rights, title and interest (including, without limitation, all copyrights, patents, service marks, trademarks, trade secret and other intellectual property rights) in and to all technical or internal designs, methods, ideas, concepts, know-how, techniques, generic documents and templates that have been previously developed by Milliman or developed during the course of the provision of the Services provided such generic documents or templates do not contain any Client Confidential Information or proprietary data. Rights and ownership by Milliman of original technical designs, methods, ideas, concepts, know-how, and techniques shall not extend to or include all or any part of Client's proprietary data or Client Confidential Information. To the extent that Milliman may include in the materials any pre-existing Milliman proprietary information or other protected Milliman materials, Milliman agrees that Client shall be deemed to have a fully paid up license to make copies of the Milliman owned materials as part of this engagement for its internal business purposes and provided that such materials cannot be modified or distributed outside the Client without the written permission of Milliman.
3. **LIMITATION OF LIABILITY.** Milliman will perform all services in accordance with applicable professional standards. The parties agree that Milliman, its officers, directors, agents and employees, shall not be liable to Client, under any theory of law

## CONSULTING SERVICES AGREEMENT

Page 2 of 3

including negligence, tort, breach of contract or otherwise, for any damages in excess of 5 times the professional fees paid to Milliman with respect to the work in question. In no event shall Milliman be liable for lost profits of Client or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud or willful misconduct of Milliman

4. **DISPUTES.** In the event of any dispute arising out of or relating to the engagement of Milliman by Client, the parties agree that the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place before a panel of three arbitrators. Within 30 days of the commencement of the arbitration, each party shall designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the parties shall then select a third arbitrator. The arbitrators shall have a background in either insurance, actuarial science or law. The arbitrators shall have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery shall be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators shall have no power or authority to award punitive or exemplary damages. The arbitrators may, in their discretion, award the cost of the arbitration, including reasonable attorney fees, to the prevailing party. Any award made may be confirmed in any court having jurisdiction. Any arbitration shall be confidential, and except as required by law, neither party may disclose the content or results of any arbitration hereunder without the prior written consent of the other parties, except that disclosure is permitted to a party's auditors and legal advisors.
5. **CHOICE OF LAW.** The construction, interpretation, and enforcement of this Agreement shall be governed by the substantive contract law of the State of Wisconsin without regard to its conflict of laws provisions. In the event any provision of this Agreement is unenforceable, then the parties agree that New York law, and not Wisconsin law shall apply to that clause. In the event any provision of this agreement is unenforceable as a matter of law, the remaining provisions will stay in full force and effect.
6. **NO THIRD PARTY DISTRIBUTION.** Milliman's work is prepared solely for the internal business use of Client. Milliman's work may not be provided to third parties without Milliman's prior written consent. Milliman does not intend to benefit any third party recipient of its work product, even if Milliman consents to the release of its work product to such third party. Milliman understands that work for the Client may be subject to Wisconsin open records laws.

CONSULTING SERVICES AGREEMENT

7. **CONFIDENTIALITY.** Any information received from Client will be considered "Confidential Information." However, information received from Client will not be considered Confidential Information if (a) the information is or comes to be generally available to the public during the course of Milliman's work, (b) the information was independently developed by Milliman without resort to information from the Client, or (c) Milliman appropriately receives the information from another source who is not under an obligation of confidentiality to Client. Milliman agrees that Confidential Information shall not be disclosed to any third party.

MILLIMAN, INC.

CITY OF STURGEON BAY,  
WISCONSIN

By: Clark E. Slipher

By: Thomas Voegelé  
Stephanie Reinhardt

Name: Clark E. Slipher

Name: Thomas Voegelé  
Stephanie Reinhardt

Title: Consulting Actuary

Title: Mayor  
City Clerk

Date: September 9, 2008

Date: 9/10/08

## BUSINESS ASSOCIATE AGREEMENT

Page 1 of 4

This BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into on this day, 10<sup>th</sup>  
day of September 2008, by and between the City of Sturgeon Bay ("the Client") and  
Milliman, Inc. ("Milliman").

### RECITALS

A. The Client is a Covered Entity and is therefore subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, including the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") and the Security Standards for the Protection of Electronic Protected Health Information (the "Security Rule").

B. Protected Health Information ("PHI") received from the Client or created or received by Milliman on behalf of the Client may be needed for Milliman to perform the services (the "Services") requested by the Client and described in the Consulting Services Agreement/Engagement Letter dated Tuesday, September 09, 2008, which is attached hereto and made a part hereof (the "Consulting Services Agreement").

C. Milliman and the Client agree that to the extent Milliman needs to access PHI to perform the Services, it will be acting as a Business Associate of the Client and may use PHI only as described in this Business Associate Agreement.

### AGREEMENTS

In consideration of the Recitals and the mutual Agreements which follow, the parties agree as follows:

1. Defined Terms. Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule and the Security Rule.

2. Milliman's Obligations and Permitted Activities.

(a) Milliman agrees to not use or further disclose PHI other than as required to perform the Services, requested by the Client or Required by Law.

(b) Milliman agrees to use reasonable safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement, and shall develop, implement, maintain and use appropriate administrative procedures, and physical and technical safeguards, to reasonably preserve and protect the confidentiality, integrity and availability of electronic PHI.

(c) Milliman agrees to report to the Client any use or disclosure of PHI not provided for by this Agreement. In addition, Milliman agrees to report to the Client any Security Incident of which Milliman becomes aware; provided, however, that the parties acknowledge and agree that this section constitutes notice by Milliman to the Client of the existence and occurrence of any and all attempted but unsuccessful Security Incidents arising during the term of this Agreement. Unsuccessful Security Incidents shall include, but not be limited to, pings and other broadcast attacks on Milliman's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as such incidents do not result in unauthorized access, use or disclosure of the Client's electronic PHI.

## BUSINESS ASSOCIATE AGREEMENT

Page 2 of 4

(d) Milliman agrees to ensure that any agent or subcontractor to whom it provides PHI agrees to the same restrictions and conditions that apply through this Agreement to Milliman with respect to such PHI.

(e) If, in order to determine the Client's compliance with the Privacy Rule, the Secretary requires access to Milliman's internal practices, books and records relating to the use and disclosure of PHI, Milliman agrees to make such information reasonably available.

(f) At the Client's written request, Milliman agrees to provide access to PHI maintained in a Designated Record Set in order to assist the Client in meeting its requirements under the Privacy Rule.

(g) At the Client's written request, Milliman agrees to make any amendment(s) to PHI maintained in a Designated Record Set as the Client directs or agrees to pursuant to the Privacy Rule.

(h) At the Client's written request, Milliman agrees to assist in documenting disclosures of PHI made by Milliman as necessary to permit the Client to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the Privacy Rule. The Client acknowledges and agrees that neither this Agreement nor the Consulting Services Agreement require Milliman to make any disclosure for which an accounting would be required under the Privacy Rule.

(i) Milliman may disclose PHI for Milliman's proper management and administration, provided that: (i) Milliman obtains reasonable assurances from the person to whom PHI is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person; and (ii) the person notifies Milliman of any instances of which it is aware in which the confidentiality of PHI has been breached. Milliman also may make disclosures that are required by law.

(j) Milliman may use PHI to provide Data Aggregation services to the Client as permitted by the Privacy Rule.

(k) Milliman may, at its option:

(i) De-identify PHI in accordance with the requirements of the Privacy Rule and maintain such de-identified health information indefinitely; provided that all identifiers are destroyed or returned in accordance with this Agreement.

(ii) Create a limited data set for the purpose of providing the Services, provided that Milliman:

[a] Does not use or further disclose PHI contained in the limited data set except as necessary to provide the Services or as provided in this Agreement or otherwise Required By Law;

[b] Uses appropriate safeguards to prevent the use or disclosure of PHI contained in the limited data set other than as provided by this Agreement;

## BUSINESS ASSOCIATE AGREEMENT

Page 3 of 4

[c] Reports to the Client any use or disclosure of PHI contained in the limited data set of which Milliman becomes aware that is not provided for by this Agreement;

[d] Ensures that any agents or subcontractors to whom it provides access to the limited data set agrees to the same restrictions and conditions that apply to Milliman under this Agreement; and

[e] Does not re-identify PHI or contact the Individuals whose information is contained within the limited data set.

### 3. The Client's Obligations.

(a) The Client shall not request Milliman to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by the Client. If the Client requests Milliman to make a disclosure for which an accounting must be created under this Agreement, the Client shall provide Milliman prior written notice that such request must be accounted for under the Privacy Rule so that Milliman may ensure its compliance with this requirement.

(b) The Client shall provide Milliman with only that PHI which is minimally necessary for Milliman to provide the Services.

(c) The Client shall clearly and conspicuously designate PHI as such before providing it to Milliman.

### 4. Term and Termination.

(a) Term. This Agreement shall be effective as of the date first written above, and shall terminate when all PHI is destroyed or returned to the Client. If Milliman determines, in accordance with subsection 4(c)(ii) below, that it is infeasible to return or destroy PHI, the protections of this Agreement with respect to such PHI shall remain in effect until such PHI is returned or destroyed.

(b) Termination. Upon the Client's knowledge of a material breach by Milliman, the Client shall either:

(i) Provide an opportunity for Milliman to cure the breach or end the violation and terminate this Agreement if Milliman does not cure the breach or end the violation within the time specified by the Client; or

(ii) Immediately terminate this Agreement if Milliman has breached a material term of this Agreement and cure is not possible.

### (c) Effect of Termination.

(i) Except as otherwise provided in subsection 4(c)(ii) below, upon termination of this Agreement for any reason, Milliman shall return or destroy all PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Milliman.

**BUSINESS ASSOCIATE AGREEMENT**

(ii) If Milliman determines that returning or destroying any or all PHI is infeasible, Milliman shall extend the protections of this Agreement to such PHI, and limit further uses and disclosures of PHI to those purposes that make the return or destruction infeasible, for so long as Milliman maintains such PHI. The Client hereby acknowledges and agrees that infeasibility includes Milliman's need to retain PHI for purposes of complying with its work product documentation standards.

5. Miscellaneous.

(a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended, and for which compliance is required.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Client to comply with the requirements of the Privacy Rule, the Security Rule and HIPAA.

(c) Conflicts. Any provision of the Consulting Services Agreement that is directly contradictory to one or more terms of this Agreement ("Contradictory Term") shall be superceded by the terms of this Agreement only to the extent of the contradiction, only for the purpose of the Client's compliance with the Privacy Rule or the Security Rule and only to the extent that it is reasonably impossible to comply with both the Contradictory Term and the terms of this Agreement.

**MILLIMAN, INC.**

**CITY OF STURGEON BAY,  
WISCONSIN**

By: Clark E. Slipher

By: Thomas Voegelé  
Stephanie Reinhardt

Name: Clark E. Slipher

Name: Thomas Voegelé  
Stephanie Reinhardt

Title: Consulting Actuary

Title: Mayor  
City Clerk

Date: September 9, 2008

Date: 9/10/08

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, Renew the IS contract with the County of Door for IS support for a three year term beginning March 1, 2011 and ending February 28, 2014 in the amount of \$30,000.00 annually, due in twelve equal payments of \$2,500.00.

Respectfully submitted,  
FINANCE/PURCHASING & BUILDING COMMITTEE  
By: James Abeyta, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: February 8, 2011

\*\*\*\*\*

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

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

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

EXECUTIVE SUMMARY

TITLE: Renewal of Intergovernmental Agreement between the City of Sturgeon Bay and County of Door for IS services

BACKGROUND: On March 1, 2008 the City of Sturgeon Bay and County of Door entered into an Intergovernmental Agreement to interconnect the City's network system to the County's network system and for the County to provide IS support services to the City. The agreement terminates on February 28, 2011.

*At the February 8, 2011 meeting of the Finance/Purchasing and Building Committee the committee supported renewing the intergovernmental agreement between the City of Sturgeon Bay and County of Door for IS services for a three year period beginning March 1, 2011 and ending February 28, 2014 with an annual fee in the amount of \$30,000.*

FISCAL IMPACT: \$30,000 per year for IS support

OPTIONS: 1) Renew the Intergovernmental Agreement between the City of Sturgeon Bay and County of Door for IS services for a three year period beginning March 1, 2011 with an annual fee in the amount of \$30,000.

PREPARED BY: Valerie J. Clarizio 2/9/11  
Valerie J. Clarizio Date  
Finance Director/City Treasurer

APPROVED BY: Stephen McNeil 2/9/11  
Stephen McNeil Date  
City Administrator

**INTERGOVERNMENTAL AGREEMENT**  
**[Section 66.0301, Wisconsin Statutes]**

This agreement is made this 1st day of March, 2008 by and between the County of Door ("County") and the City of Sturgeon Bay ("City"), each a body corporate of the State of Wisconsin.

Whereas, the City desires to interconnect the City's network system to the County's Network system, and County is amenable to the City doing so; and

Whereas, the City desires to pay for technical support services from County to support their network infrastructure, PC hardware, PC software and phone system, and County is amenable to the City doing so; and

Whereas, this agreement is deemed to be of mutual benefit to the parties.

It is therefore agreed as follows:

1. This agreement shall become effective on March 1<sup>st</sup>, 2008 (3/1/2008) and shall be effective [unless this agreement is otherwise terminated] for a period extending to February 28<sup>th</sup>, 2011. (2/28/2011). Either party may terminate this agreement, for any or no reason, upon one hundred twenty (120) days prior written notice to the other. Termination shall not relieve a party of any obligation incurred prior to the effective date of termination.
2. County agrees to allow the City to interconnect to County's network system.
3. County agrees to support the proper operation of the following defined as Infrastructure throughout the rest of this document:
  - 3.1. **Network:** Defined as the copper and fiber optic wiring that connect the County and City buildings, the "in building" copper or fiber optic wiring, the Ethernet switches (electronics), wireless access points or Ethernet network interface cards that connect PC's, printers or phones to the network.
  - 3.2. **PC Hardware:** Defined as desktops, laptops, notebook PCs, monitors, keyboards, mice, printers and other peripheral devices used to conduct City business.
  - 3.3. **PC Software:** Defined as PC operating system software and software applications used to conduct City business. Some examples include word processing, spreadsheet, email, public safety and financial applications.
  - 3.4. **Phone System:** Defined as existing Avaya telecommunications infrastructure currently supported by County, or wireless telecommunications infrastructure used to connect to the network. This agreement supersedes or includes the "Intergovernmental agreement with the City of Sturgeon Bay RE: Telephone System", Door County Resolution 2006-59.
4. The City agrees to pay:
  - 4.1. An **annual fee** of \$30,000.00 broken down into 12 equal monthly payments
  - 4.2. Or a pro rata fee based on the date of signature using the following calculation ( $\$30,000.00/365 = \$82.20$  per day) broken down into 12 monthly payments
5. All charges, costs and fees associated with this agreement will be billed to the City. The County will generate a bill monthly, which identifies and describes all charges, costs and fees. Payment is due County within forty-five (45) business days of City's receipt of the bill.
6. Under the terms of this agreement, the County may direct the City to purchase equipment and materials directly rather than routing the materials through the County.
7. The annual fee will be used by the County to off set increased annual labor costs related to support of this agreement.
8. The annual fee will not be used to off set the purchase of any equipment, materials or licensing to support the City infrastructure. The City will be required to budget separately for the purchase of equipment, materials or licensing to support the City infrastructure. (Also see #11 - #14)

9. The annual fee amount is subject to one annual adjustment. The County is required to notify the City in writing at least one hundred twenty (120) days prior to the implementation of any increase.
10. Technical support for the infrastructure will be provided 24 X 7 X 365 via the Information Systems (IS) Help desk. There is no guarantee of timely response.
11. Any routine maintenance and/or upgrades of the City infrastructure shall be done by the County or its designee. City shall reimburse County for the actual cost of equipment, materials and licensing of any such maintenance, and/or upgrade.
12. For any routine maintenance and/or upgrades that are required to support both the County and the City, City shall reimburse County a pro rata share of the actual cost for equipment, materials and licensing of any such maintenance and/or upgrade. There is an assumption that the pro rata share will be based on the number of devices the City has hooked up to the network in relation to the County and any other supported agency.
13. All break/fix work related to the City infrastructure shall be performed by the County or its designee. City shall reimburse County for the actual cost of equipment, materials and licensing of any such break/fix work.
14. For any break/fix work that is required to support the County and the City, City shall reimburse County a pro rata share of the actual cost for equipment, materials and licensing of any such break/fix work. There is an assumption that the pro rata share will be based on the number of devices the City has hooked up to the network in relation to the County and any other supported agency.
15. Moves, adds and changes to individual components of the City infrastructure shall be accomplished by the County or its designee. The City will need to contact the Information Systems Help Desk to request these modifications.
16. When practicable County will provide City a prior estimate of the costs of maintenance, repair, and/or upgrade of the City infrastructure.
17. When practicable, County will advise City on infrastructure enhancements for City's annual budget process. As much lead time as possible is needed for medium to large projects in order to plan and schedule them into a fiscal year with other projects.
18. When practicable, County will advise City on technical infrastructure sharing where economy or functionality is of value to both parties. Some examples include public safety applications, file and print serving applications, off site backup and restore functionality, email applications, Internet applications and parcel based applications. If the County and City agree to share applications, each will pay their pro rata share for the needed infrastructure.
19. When practicable, County will advise City on annual maintenance contracts for components of the City infrastructure. The City will be at liberty to choose the type of coverage they desire. The City will need to pay these fees separately. These choices may or may not have implications with this agreement.
  - 19.1. If a component of the City infrastructure fails, and the component is under a maintenance agreement with a vendor, the County will contact the vendor and direct them to repair the component per the terms of the agreement.
  - 19.2. If a component of the City infrastructure fails, and the component is NOT under a maintenance agreement with a vendor, the County will advise the City on their options.
20. The City accepts County's network system "as is". County makes no warranty or guarantee, express or implied, as to the network system's condition.
21. Information available to the County IS Department through the City's computer network shall not be copied, sent or shared with any person or department outside of the County Information Systems Department. City may, for extremely confidential information, apply passwords or other protection to such information to prevent access by the County. In such event, City shall be responsible for any file corruption or other issues related to protected information files.
22. The City agrees to defend, indemnify and hold the County completely harmless from and against any and all claims arising by or resulting from the City's interconnection to or use of County's network system. This section shall survive expiration of this agreement.
23. Either party may terminate this agreement for cause, if the other fails to perform or abide by any covenant or obligation set forth in this agreement and:
  - a. Provides written notice of such breach; and
  - b. Affords a reasonable opportunity to cure such breach; and
  - c. There is an ongoing material breach.

24. Upon termination of this agreement: a. City shall cease use of the County's network system; and b. County may disconnect City from County's network system.
25. 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.
26. If a dispute between County and City arises out of or relating to this agreement, and cannot be settled through direct discussions, County and City agree to first endeavor to settle the dispute by alternative dispute resolution before recourse to a court.
27. 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.
28. All notices, demands or other writings shall be considered made when deposited in the U.S. Mail (registered mail with postage pre-paid) and addressed to: Attn: County Administrator, Door County Government Center, 421 Nebraska Street, Sturgeon Bay, Wisconsin 54235 or City General Manager, P.O. Box 27, Sturgeon Bay, Wisconsin 54235.
29. Parties irrevocably submit themselves to the original jurisdiction of the Circuit Court, County of Door, State of Wisconsin, with regard to any controversy arising out of, relating to, or in any way concerning this agreement.
30. This agreement shall be subject and subordinate to applicable federal or state laws, codes, regulations, ordinances, rules and orders.
31. 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 1st day of March, 2008.

Name: T. Veegile

Title: Mayor

City of Sturgeon Bay

Sworn and subscribed to before me this 1st day of March 2008

Laurie A. Spillmeister  
Notary Public  
My commission expires 2/27/11

Accepted and agreed this 1st day of March, 2008.

Name: Stephanie J. Reinhardt

Title: City Clerk

City of Sturgeon Bay

Sworn and subscribed to before me this 1st day of March 2008

Laurie A. Spillmeister  
Notary Public  
My commission expires 2/27/11

Accepted and agreed this 28th day of February 2008.

Michael J. Serpe  
Michael J. Serpe  
County Administrator  
County of Door

Sworn and subscribed to before me this 02-28-08

[Signature]  
Notary Public  
My commission expires Indefinite

EXECUTIVE SUMMARY

TITLE: PURCHASE OF NEW POLICE VEHICLES AND DISPOSAL OF OLD POLICE VEHICLES/TRANSFER OF FUNDS

BACKGROUND: The police department has two squad cars to replace. The following was budgeted in the FY2011 budget for the replacement of these vehicles.

Two patrol vehicles - \$52,000

The following bids were received:

Witt Ford- \$43,408 (Ford Crown Victorias)

Jim Olson Motors- \$52,908 (Chevy Caprice)

Ewald Automotive - \$43,642 (Ford Crown Victorias)

Broadway Automotive - \$53,640 (Chevy Caprice)

Bypass the Finance and Purchasing Committee in order to meet the vehicle order deadline of March 1, 2011 established by the Ford Motor Co.

FISCAL IMPACT: \$43,408 in expenditures to purchase the new vehicles and approximately \$8,000 in revenue from the sale of the old vehicles.

RECOMMENDATION: 1) Approve the purchase of two patrol vehicles from Witt Ford for \$43,408. 2) Declare the following vehicles surplus and sell them through Auction Associates, Inc.: (2) 2008 Ford Crown Victorias (100,000+ miles)

PREPARED BY: Daniel J. Brinkman (signature) Date 2/10/11

REVIEWED BY: Arleigh R. Porter (signature) Date 02-10-11

REVIEWED BY: Valerie Clarizio (signature) Date

APPROVED BY: Stephen B. McNeil (signature) Date

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Historic Preservation Commission, hereby recommend designating the Hans Hanson homestead, located at 2022 Utah Street, as a local historic structure/site.

Respectfully submitted:  
HISTORIC PRESERVATION COMMISSION  
By: Shelly Kerwin, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Date: February 1, 2011

\*\*\*\*\*

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

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

## EXECUTIVE SUMMARY

**Title:** Designation of Historic Site – Hans Hanson Homestead

**Background:** The Door County Historical Society has requested that the property known as the Hans Hanson house and site be designated as an historic site under Chapter 28 of the municipal code (Historic Preservation Code). This code allows the Common Council, after review and recommendation by the Historic Preservation Commission, to designate historic structures, site and districts. Once designated, any exterior changes or alterations to the buildings must be reviewed by the Historic Preservation Commission and a certificate of appropriateness issued prior to the building permit being issued.

The Hans Hanson house dates to ca. 1857. It is one of oldest structures in the City of Sturgeon Bay. Alan C. Pape Consulting reviewed the home on behalf of the Historical Society. His extensive report is included in the agenda packet. The home was built in the old world Norwegian style and is very rare in Wisconsin and the USA. The home is also located on the original site, allowing the building to be restored and interpreted where it always stood.

The subject site is on the Crossroads at Big Creek property. Upon the discovery of the historical significance of the home, Crossroads has supported the efforts of the Historical Society in restoring the home and seeking a local historic designation. Once restored, the site will be managed as part of the historical village on the Crossroads property, with a trail linking the Hans Hanson site to the rest of the village.

**Public Hearing:** As required by the code, a public hearing was conducted on February 1, 2011. Other than the applicant (represented by George Evenson), there was no testimony presented.

**Fiscal Impact:** The fiscal impact is slight. The City would incur modest costs to record the designation at the Register of Deeds. Then there would be some expenses to process any future applications for certificates of appropriateness for exterior changes.

**Options:** The Council has the following options:

- A. Approve the designation of historic site.
- B. Reject the designation.
- C. Refer the issue back to the Historic Preservation Commission for further study.

**Recommendation:** Approve the recommendation.

Prepared by:   
Martin Olejniczak  
Community Development Director

2-9-11  
Date

Reviewed by:   
Steve McNeil  
City Administrator

2-9-11  
Date

The Sturgeon Bay Historic District Commission,

August 5, 2009

Dear Members,

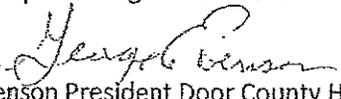
The Crossroads at Big Creek owns a property on Utah Street. The property known as the Greaves place has a house and several out building. The original intent was to demolish the buildings. Upon doing research on the land transfer documents it was discovered the property was originally owned by a Hans Hansen a Norwegian immigrant who came to Door County in 1855, a carpenter and ship builder, he brought with him skills he used in building this house. We did some exploring under the siding and discovered a unique structure. Building methods totally different from the usual log buildings found throughout the area. The discovery merited further examination. I contacted Derrell Henning a Bryan Beteridge from the Vesterheim Museum in Decorah Iowa. These men are renowned experts in Norwegian architecture. September 2008 they conducted a two day examination of the house and returned the verdict that this house was a very unusual building. (I have enclosed a letter from them for your information) Since that time we have had a number of people examine the building they all agree, this is a unusual building that must be preserved and restored. Some claim it is the only one like it in Wisconsin.

In addition there is evidence the portage trail leading from Lake Michigan to the waters of Sturgeon Bay ended near the house. Archaeological diggings could confirm this.

It is no longer speculation that this house must be restored. The Door County Historical Society is interested in following up in preparing the steps necessary to begin the project. We are in the process of selecting a consultant to prepare a feasibility study, the first step in the process Mr. Alan Pape has had 25 years of historic restoration service. We are also applying for funding from the National Trust for Historic Funding. Our intention is to restore the building and the site to its first stage, the period from 1860 to 1875. It is our goal to restore the site with historic accuracy, with the ultimate goal of achieving a National Historic Site designation.

We are requesting that the Historic District designate the 5 acre site upon which the buildings set as a historic site. This is important for us to secure funding from the various granting agencies that we intend to use.

I would be happy to provide a tour of the site at your convenience as well as appear before any government body that would need additional information. This designation would be of great help to us in preserving this treasure.

Your truly,   
George Evenson President Door County Historical Society  
Door County Historian

**28.055 Coordination with waterfront design review.**

A property that is a designated historic structure or historic site, or is located in a historic preservation district in accordance with chapter 28 of this Code, and is also located in the waterfront redevelopment district, shall be reviewed by the historic preservation commission only; however, such property shall meet all requirements of chapter 29 of this Code as well as all of the requirements of chapter 28 of this Code.

(Ord. No. 982-0197, § 2, 1-21-97)

**28.06 Historic structure, historic site and historic preservation district designation criteria.**

(1) For the purposes of this chapter, the city council may place an historic structure, historic site or historic preservation district designation on any improvement, improvement parcel or other unit of real property located within the corporate limits of the city that has been determined by the commission to be of historic or architectural significance to the people of the city.

(2) The quality of significance is present in historic structures, historic sites and historic preservation districts depicting the history, architecture, archeology and culture of the city or the United States that possess integrity of location, design, setting, materials, quality work, feeling and association and:

(a) Are associated with events that have made a significant contribution to the broad patterns of local, state or national history;

(b) Are associated with the lives of persons significant in the local, state or national past;

(c) Embody the distinctive characteristics of a type, period or method of construction or that represent the work of a master that possess high artistic values or that represent a significant and distinguishable entity whose components may lack individual distinction;

(d) Have yielded or may be likely to yield information important in prehistory or history; or

(e) Have a unique location or singular physical characteristics which represent an established and familiar visual feature of a neighborhood, area or place.

(3) No area, site, structure or object shall be required to satisfy more than one of these criteria to be considered for and designated as an historic structure, historic site or historic preservation district.

(4) The commission may adopt more specific operating guidelines for historic structure, historic site and historic preservation district designation, provided such are in conformance with the provisions of this section.

(Code 1992, § 28.06)

**28.07 Procedure for designation or rescission of historic structures, historic sites and historic preservation districts.**

(1) The commission may, after notice, including compliance with § 44.42 et seq., Wis. Stats., and public hearing, recommend the designation or rescission of prior designation of historic structures, historic sites and historic preservation districts to the city council.

# Location Map Hans Hanson House

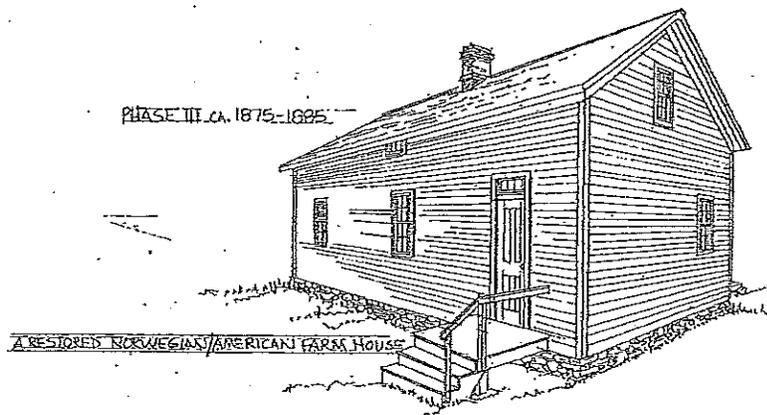


 Subject Area



# The Historical, Architectural Analysis, And Restoration Plan for the Hans Hanson House

December 15, 2009



Prepared for:  
The Door County Historical Society  
4994 Rip Road  
Sturgeon Bay, WI 54235

Prepared by:  
Alan C. Pape Consulting  
P.O. Box 31  
Greenbush, WI 53026  
1-920-526-3433

## Introduction:

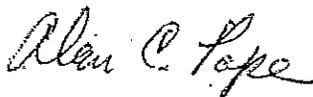
The Hans Hanson House was photographed, measured, and evaluated in August of 2009 by this writer at it's location on Utah Street in the SW¼ of the NE¼ of Section 9, Sturgeon Bay, Door County, Wisconsin.

The structure was on part of land acquired in 2002 by the Sturgeon Bay Educational Foundation to be added to the Crossroads at Big Creek Environmental and Historical Center complex. At that time no one knew of the log building hidden under the old farm house clap board siding. Eventually the structure was deemed worthy of preservation and restoration as a living history educational site representing the Norwegian heritage of the Door County area.

Many changes have occurred over the houses 142 years that have radically changed it's original folk house appearance. One could argue for it's restoration back to its Phase I appearance as a two room traditional Norwegian log house. This could be done, however, much of the buildings original fabric has been lost. In the 1870's the house was disassembled, raised 8", and placed on a full basement. Then, a nearly full second story of carefully hewn and fitted logs was added including a cantilevered storage room called a *Forstue*. Eventually the house was brought up to 1880 Wisconsin farm house standards by having all the original wall surfaces covered with lath and plaster and the exterior with clap board siding.

This report is a effort to further understand this unusual structures architectural and historical significance and to create a restoration and maintenance plan for it's preservation and future exhibition.

It has been a pleasure to assist the Door County Historical Society in this project of ethnic architecture preservation.



Alan C. Pape  
Greenbush, Wisconsin

## A Very Sacred Home

*As pastor Andrew M. Iverson approached he saw Hans Hanson and his family sitting in a field, their clothes blackened with soot and ash, "watching the fire which was still burning in the stumps and in the foundation of the barn, now destroyed." ..... "Leaving the children to watch the fire, we went into the house which had always been to me a very sacred home. Here we fell on our knees and while the tears flowed copiously, we prayed as if our hearts would melt. It was almost impossible for me to tear myself away from this faithful brother and sister and the final painful separation I will not describe."*

Andrew M. Iverson's account of seeing the Hans Hanson family for the last time in June of 1864. Taken from Ephraim's Founding Father by Paul and Frances Burton, Stonehill Publishing, 1996.

### **Historical Context:**

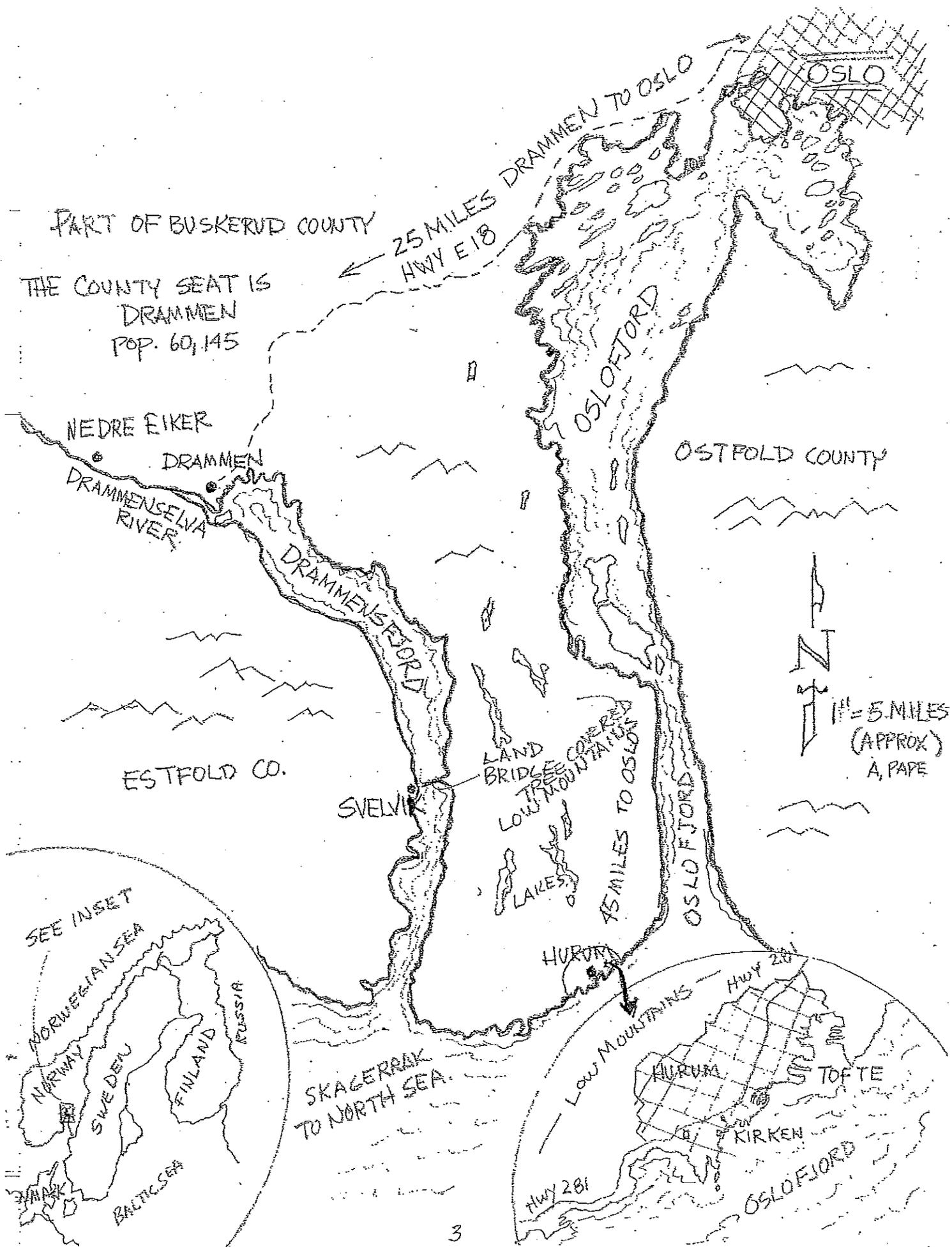
Hans Hanson (born Hans Hansen and later Hans Hansen Tofteeie, after his place of residence at Tofte, a part of Hurum on the sea coast south of Oslo, Norway) converted to the Protestant Moravian faith from Lutheranism after leaving Chicago and arriving in Door County around 1855-56. Hanson was a literate and skilled master carpenter and wooden ship builder who had immigrated to The United States in 1853 with his wife Bertha and two children. Hanson became good friends with Pastor Andrew Iverson in Ephraim around the birth of Hanson's fifth child, Hans Jr. Hans Jr. was born in Ephraim on October 22, 1858 and recorded in the Ephraim Moravian Church records.

"Andrew (Pastor Iverson), missed the presence of the H. Hanson family at the church services (farewell services for Iverson June 1864), for they were special friends and he had always been a welcome guest in their home during his stays in Sturgeon Bay. He learned that a timber fire had been burning in the Sturgeon Bay area and was threatening the Hanson homestead. He decided to visit the Hanson family as soon as possible, for he was concerned about their welfare." *ibid* above.

Pastor Iverson was a colorful Norwegian missionary and church planter for the Moravian faith. He had established the Ephraim Moravian church in 1853 and with the help of Hans Hanson and a handful of other Norwegian immigrants, had establish by 1863 a congregation at Sturgeon Bay. In February of 1864 an actual church building was completed. Hans Hanson was to remain an active member in this congregation until his death January 21 1903.

### **In Norway: (see map)**

Hans Hanson was born March 19, 1815 in or near Nedre Eiker in the District of Buskerud about 5 miles up river from Drammen in the Drammenselva River valley. Drammen is the sixth largest city in Norway and about 25 miles southwest from Oslo. For hundreds of years, Drammen was known as a ship building center, having both access to the sea



through the Drammensfjord and good supply of lumber resources coming down on the Drammenselva River. Eiker is in a low mountainous area with some valley bottom and hill side farms. The steeper hill and mountain sides are thickly forested. On January 23, 1848, Hans Hansen, age 33, son of Hans Hansen and Bertha Helena Knudsdatter Smaelingen, age 31, daughter of Knut Ambrosiusen were married in Hurum, Norway, about 30 miles south and east from his village of birth.

Their first child, Knud, was born in Hurum on November 22, 1848, and their second child, Gunnild Margrette, was born on November 9, 1850 in Hurum. Their third child, Knud, was also born in Hurum, on March 3, 1853. Apparently the first Knud had died by then. Both Knuds die young, the first in Hurum and the second in Chicago.

Later in 1853, Hans Hansen, age 38, along with his wife and two children, immigrate to America, ending up in Chicago, Illinois. They were members of the Lake View Lutheran Church. In Chicago, was born on August 23, 1854, daughter Kattin. Within one or two years the family had moved from Chicago Door County, Wisconsin.

Back in Norway, we notice on our map that Hurum is a sea port area on the southern tip of a large peninsula of low mountains and lakes lying between the Drammensfjord on the west and the Oslofjord on the east. The Bay of Skagerrak surrounds the area just a brief sail from the North Sea and Sweden. On closer inspection, the map reveals that the shore line of Hurum contains numerous natural and man-made harbors. Nearby Tofte is a village containing many man made ships dockage indicating a possible reason for Hansen to have settled here. He was identified as a "ships carpenter" in the Hurum Church records for the birth of his first child, Knut. Hurum is about 40 miles south of the Capital of Norway, Oslo. Hanson was a talented wood worker and probably able to construct everything from log houses and barns to all verity of wooden boats. Presumably, he could also build wooden furniture, fix axe handles, and make all kinds of farm equipment and wagon parts.

#### **Historic Timeline:**

March 19, 1815, Hans Hansen born near Eiker in the District of Buskerud, Norway.

September 10, 1816, Bertha Hallena Knudsdatter born.

1834, Door County, Wisconsin surveyed.

January 23 1848, Hans and Bertha married in Hurum, Norway "a ship builder and carpenter".

November 22, 1848, First child, Knud born in Hurum, Norway.

November 9, 1849, Second child, Gunnild Margrette born in Hurum, Norway.

March 3, 1853, third child, Knud born in Hurum, Norway. First child died early.

1853, Hans, age 38, and Bertha age 37, and two children immigrate to America.

1853, Ephraim, Door County, Wisconsin established by efforts of Andrew M. Iverson.

1853-1910, Bradley and Cromwell steam saw mill operating in Sturgeon Bay.

August 23, 1854, fourth child, Katina (Catherine) is born in Chicago, Il.

1855, Hans Hansen comes to "Sturgeon Bay and worked a short time in shipbuilding; then engaged in farming, commencing with comparatively nothing. By his

industry and good management he has a farm of 225 acres (in 1881), part improved." History of Door County as found in *The History of Northern Wisconsin* by The Western Historical Society of Chicago, 1881.

July 7, 1857, Thorston Hanson purchases a 80 acre parcel NW¼ and SW¼ of Section 9 of Otumba Twp. Door County, Wisconsin.

July 14, 1857, Hans Hanson purchases Thorston Hanson's 80 acre parcel for \$250.

1857, Summer/fall, Probable year of construction of the Hanson log house.

October 22, 1858, Fifth child, Hans Hanson Jr. born in Door County. Recorded in the Ephraim Moravian Church records.

March 16, 1860, Hans Hanson sells ½ acre parcel of land for Dist. #4 school use. Farm valued at only \$400 in Federal census.

October 19, 1861, Sixth child, Elisebeth born in Sturgeon Bay, Wisconsin.

1863-1864, Pastor Andrew Iverson staying at Hanson house.

February 1864 Moravian Church building completed in Sturgeon Bay.

June, 1864, Iverson's last sermon at Sturgeon Bay Moravian Church and brush fires at Hanson farm destroys a barn and possibly other out buildings.

1870, Hanson Farm only valued at \$700 in Federal Census.

1872, Sturgeon Bay Ship Canal blasting of lime stone begun.

1879, Hans Hanson's brother, Carl C. Hanson arrives from Norway to live with Hans.

August 10, 1880, Carl C. Hanson dies at Hanson farm from asthma and measles. No occupation listed.

1880 Federal Census shows seven occupants of the farm: Hans at 65, Bertha at 63, Gunneil at 29, Catrina at 25, Hans at 21, Lizzie at 18, and brother Karl at 47.

1881, Professional ship building begins in Sturgeon Bay by Smith & Leathem.

1881, Hans Jr. age 21 assisting father in farming 225 acre farm known as "Big Creek".

Ca. 1884, Hans Jr. marries Gustava and have nine children between 1886-1908.

March 30, 1899, Bertha Hanson dies. Farm size is 199 acres.

January 21, 1903, Hans Hanson Sr. dies.

March 1911, Gunneil Hanson dies at 61 years old.

October 8, 1918, Mrs. Hans Hanson Jr., Gustava Hanson dies at 53 years old in Daggett, Michigan.

June 27, 1919, farm sold to Adrian and Mary DeSmidt. Hanson's have moved before this time to Daggett, Michigan.

October 22, 1919, farm sold to Moulton B. Groff.

May 29, 1923, Farm sold to Guern Weal Farm Corp.

July 13, 1944 Farm sold to Donald and Margaret Greaves.

Oct 7, 2002 Farm parcel containing the house transferred to Peterson Foundation.

#### Spelling of Name:

Hans Hansen's name is historically spelled both with an "en" and an "on". The "on" spelling is most commonly used by Wisconsin Norwegians, whereas the "en" is most connected to Danish immigrant names. For this report the Hanson spelling shall be used. It would also be suggested to adapt the Hanson spelling in all future projects.

Finally, it is suggested that a study should be made of all the Norwegian farmers in the

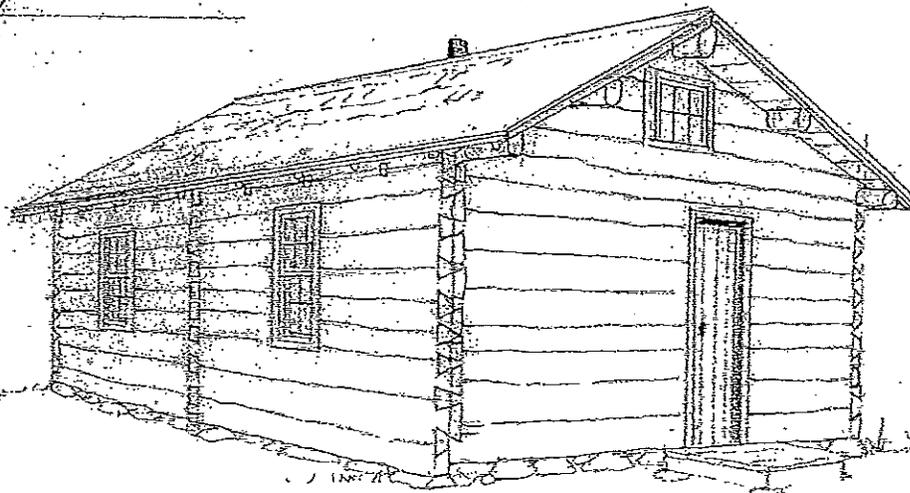
Sturgeon Bay area to better understand Hanson's actual farming operation. The study would compare the 1860, 1870 and 1880 Federal agricultural census and old plat maps. Another study of the early wooden ship building business in the Sturgeon Bay area could be done through the census, etc. to possibly understand the reason that Hans Hanson came to this area. Finally, the house and site should be nominated to The National Register of Historic Places. Perhaps by then, more information would have been found pertaining to the Hanson family through writings, old photographs of the farm, etc. Tied to the building restoration, two additional projects should be considered. Detailed interpretation and farm exhibit development plans should also be created to act as future site program guidelines.

#### Scandinavian Construction Techniques:

One of the principle reasons for saving and restoring the Hans Hanson house is to preserve and interpret various examples of Norwegian construction. A sampling of the buildings folk architectural designs and techniques is as follows:

1. Carefully hewn and fitted horizontal exterior and interior log walls. These logs were scribe-fit using the hollowed out undersides of each course, fitted to the unworked top surface profile of the logs below. Although the actual design of the log gable ends and interior gable are not known due to their being removed for Phase II, it can be surmised that the Hanson house used a low sloping roof line of sawn boards nailed to flattened rafter poles that were notched and set onto rafter plate logs and full length purlins and a ridge pole. The plate logs, purlins and ridge pole would have extended out over the gable end walls at least 12" and possibly more. (phase I sketch). The house may have had two sets of purlins for each gable end log course or as in the sketch it may have had only two sets total. Eventually, during the future house restoration, where some of the second floor modern walls and flooring will be removed, vertical peg holes should come to view indicating the former existence of the Phase I gable end logs. The notched rafter plate logs would have been discarded for Phase II used a full length log cantilevered out over the east *forstue*. This Phase I roof design was characteristic of ancient Scandinavian buildings that held heavy large flat slate shingles or sod. In America, there are very few remaining examples of pioneer Norwegian sod roofed buildings.

Ca. 1857-1870



2. The original door and window openings used wall stiffener vertical "key-way" boards approximately 1-1/2"x2". The top ends of these boards were loosely fitted into chiseled out holes in the undersides of the door and window lintel logs that spanned the openings. As the logs shrink in size over a three or more year period, as much as 6" to 8" of ceiling height will be lost due to settling of the wall logs. The key-ways allowed the logs to settle with out crushing the door and window casings and trim. These casings were attached to the key-way and not to the logs. The trim, if there was any for Phase I would not be nailed to the logs until the wall was completely settled.

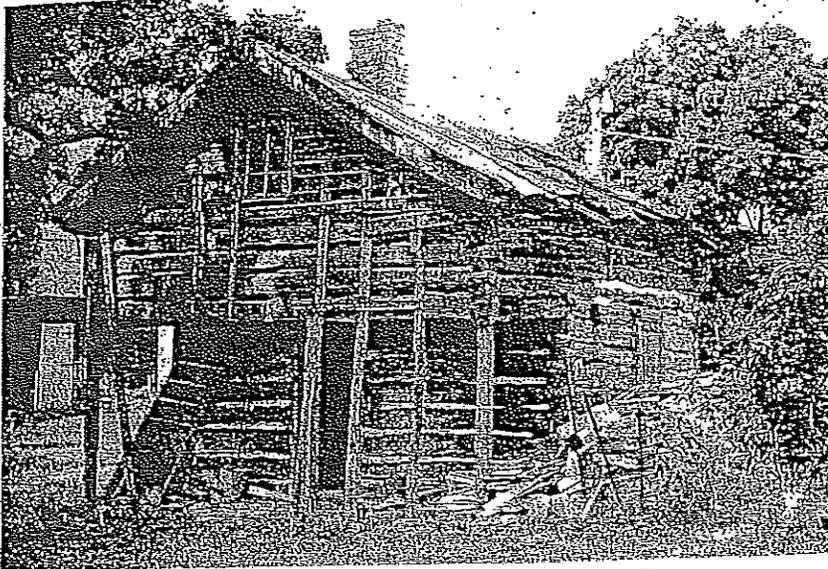
3. Three types of common Norwegian log notching can be found on the Hanson house.

A. Full dove tail corner notches.

B. Square, interior wall to exterior walls and upper floor joists.

C. A modified full dove tail used when not enough wood was available.

4. A type of unheated and enclosed two level porch/storage room (*forstue* or fore bay) was created in Phase II when the top courses of Phase II rafter plates were removed and full length wall logs cantilevered over a eight foot area on the east side of the house. This area was enclosed with rough sawn boards nailed to hewn and sawn vertical wall studs. Traditionally, the main access to the second floor is found in this unheated area. Another example of this type of dwelling is a small loft house, built in 1844 near Stoughton, Wisconsin. (see photo).



5. Exposed decorative ceiling joists using both chamfered edges on one set and beaded edges on the other.

6. The use of calcimine white wash both on the exterior and interior of the wall logs.

Hans Hanson's techniques in transforming green felled trees into a snug fit traditional house displaying a superior craftsmanship and following traditional designs is not that uncommon in Wisconsin. The Hanson house is a cultural statement of excellence in carpentry that is evidenced in everything Norwegian wood workers produced. From small

bent wood *tina* boxes, to spinning wheels, looms, and every kind of furniture. Norwegians knew their wood and how to keep an edge tool sharp.

#### **Justification for the project:**

In the mid-19<sup>th</sup> century, the Norwegians constituted the second largest ethnic group in Wisconsin. By 1860, Wisconsin's 44,000 Norwegians totaled more than half of all the Norwegians in The United States. Wisconsin became a center for Norwegian/American life and served as a launching area for migration to other western states. Today, Wisconsin has many active Sons of Norway Lodges, a dozen Norwegian log house museums and even a place called Little Norway, near Mount Horeb. Stoughton celebrates Norwegian Independence Day every May, and Norwegian Dancing and crafts are taught at several folk schools around the state. However, no Wisconsin museum has restored or is interpreting the post settlement period using a sided over *forstue* style log house.

The Hanson house enlarged and sided over demonstrates a true Norwegian/American house type. It is a Old World house that was modernized to reflect the Wisconsin farm house appearance of the day. All other museums strive to show the logs! But, the real Wisconsin experience is a clap board sided over house. The Door County Historical Society will present a more accurate picture of what went on in the late 19<sup>th</sup> century.

Also, the Door County area holds the only Norwegian Moravian settlements in Wisconsin. Plus, there are still many Door County families that can trace their heritage back to the Norwegian Moravian's. Additionally, the Hanson House is connected to an existing educational program, The "Cross Roads at Big Creek", and is adjacent to a major tourist route (Hwy 57/42). Nearly five acres of land is available to recreate the Hanson Big Creek farm into a living history center and parking area that will be connected to the other programs using a series of nature trails. It is a great fit.

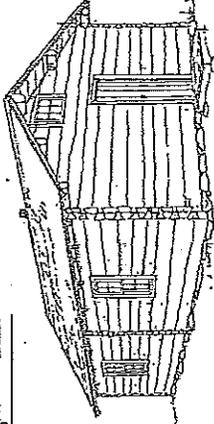
#### **The Evolution and Restoration of the Hans Hanson House:**

##### **Understanding the building site: (see map on drawing #1 of 3)**

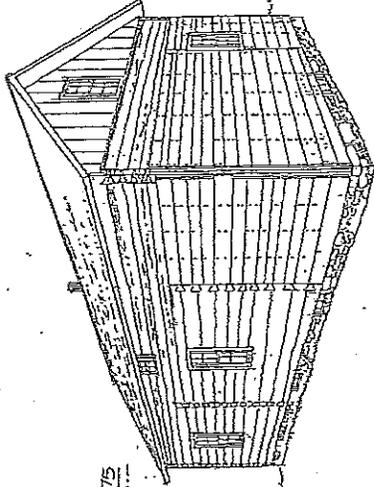
During the initial investigation, hand penciled numbers (both in red and in black) were discovered under the thick calcimine white wash of Phase II on the south end of the interior wall in room C. These numbers indicate that the building was disassembled and moved to sit on the large walk-in stone and mortar basement. It is assumed that the original location was somewhere close by, perhaps just a few feet, but still had its orientation east and west with the two main windows facing south, and the single door facing east.

The house location is 55 feet from the east side of Big Creek and about 140 feet north of Utah Street. A 1937 air photo of this farm should be available through the USGS for reference regarding former out buildings, gardens and fence lines, etc. Presently, no historical photos have become available to help in the understanding of this farms evolution.

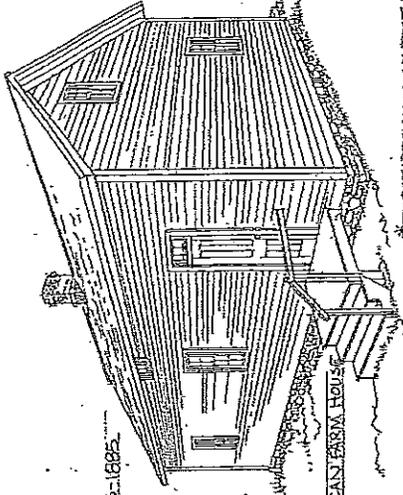
PHASE I 1875-1876



PHASE II 1870-1875  
TWO SECOND FLOORS  
SMALL PORCH



PHASE III CA. 1875-1885



\*PORCH DESIGN IS CONJECTURE

HANSON HOUSE

SCALE: 1/4" = 1'-0"  
DATE: 11/09  
DRAWN BY: ACF  
REVISED

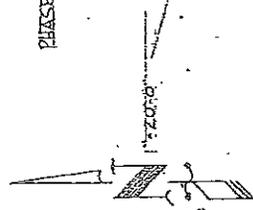
EXISTING SITE PLAN & SKETCHES

RESTORATION PERIOD: 1875-1885 #1 OF 3

ROW OF WHITE CEDARS



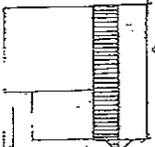
BRUSHY WETLANDS



A RESTORED NORWEGIAN AMERICAN FARM HOUSE

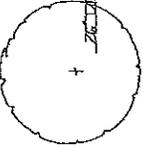
EXISTING SITE PLAN

NE 1/4 OF SW 1/4 OF SECTION 7, STURGEON BAY TWP  
DOOR COUNTY, WISCONSIN



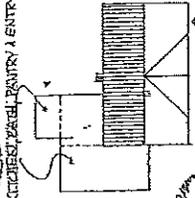
PENNYWARTH HOUSE

ZONE WHITE CEDAR



ZONE DOGWOOD/SPECIFIC

ZONE WHITE CEDAR

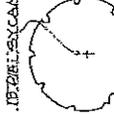


NEW PORCH ENTRY & ENTRY

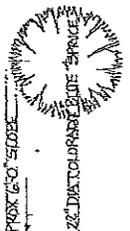
NEW CORNER GARAGE

DIR CORRIDOR GARDEN SPRUCE

WHITE CEDAR



APPROX 6'0" STUB



ZONE COLORADO BLUE SPRUCE

SPR 2

INDIEN

UTAH STREET

BIG CREEK

Drinking and house hold water has always been gained from the Big Creek. It is estimated that the Phase I configured structure remained on its original site until at least 1870. At that period the structure was disassembled and moved onto a modern walk in full basement that nearly tripled it's usable area. A 1890's Door County plat map shows a total of 286 acres under H. Hanson ownership in four separate parcels. A neighbor, Hans P. Hanson, owned a ten acre strip of land running from the western edge of H. Hanson's farm out to the main north/south road. This Hans P. Hanson should not be confused with our Hans Hanson Jr. Twelve other land owners using a Norwegian name are also found in the immediate neighborhood in Otumba Twp., Door County. The original 80 acres acquired from Thorston Hanson was the west half of the NE ¼ of section 9, Otumba Twp., Door County, Wisconsin. The farm is a ¼ mile north of the Sturgeon Bay shore line and 1-½ miles east of the village of Sturgeon Bay. The Big Creek runs south through the entire half mile of the farms westerly side and empties into Sturgeon Bay.

The present day size and flow of Big Creek is not enough to float a boat. Interestingly, a 1834 survey of the county is drawn incorrectly, showing the creek by-passing the 80 acres of future Hanson farm slightly to the west. This map also shows that the Sturgeon Bay shoreline did not penetrate entirely through to Lake Michigan, but ended about 1-½ miles west of the big lake. Sturgeon Bay was finally connected with Lake Michigan in the early 1870's with the completion of the Sturgeon Bay Ship canal, eliminating the ancient portage trail noted on the 1834 survey. Some of the limestone bed rock blasted out for the canal could have been used by Hanson in the construction of the new basement for Phase II. An ancient fording spot across the Big Creek would have been somewhere on or south of the Hanson farm. The farm is generally level with a slight rise to the north and east containing clay loam soils. Some brushy low land areas still remain.

It has been stated that the birth of the Door County fruit orchard industry began on this farm in the 1920's under the ownership of Prof. Moulton Goff a horticulturist. This information should be investigated as it would prove useful in the interpretation of the farm and also the nomination to the National Registry. Additionally, a agricultural comparative study, should be made of all the neighboring Norwegian farms as found in the 1860, 1870 and 1880 Federal census. We must determine what kind of farming operation this was and if Hanson continued in his carpentry business. The existing older barn is very small for a 286 acre operation. Perhaps the exhibit needs to add a larger barn and various outbuildings, to complete a more accurate representation of a bigger operation than is presently displayed.

#### **Original Building Description, Phase I ca. 1857-1870:**

The first phase of the Hanson log house best demonstrated Hans Hanson's ability to convert standing trees into a snug log walled shelter. (see sketch and floor plan)

This 20'-7" x 26'-2" one story log house is made out of locally harvested white pine, basswood and cedar trees hewn to an average of 7". Full dove tail corner notches and square notched ceiling joists and interior wall logs were used. An axe was used to cut many of the notches even across the grain. Sphagnum moss and rags would have been the

insulation between the expertly scribe fit log courses. A nearly central positioned single gable end exterior door opening lead to Room C, a combined kitchen/dinning/living room. Eventually during this phase two additional rooms were created using simple single thickness partition walls and two door ways.

In the corner of Room D would have been a very steep stair assembly or ladder giving access to a sleeping loft/attic area. No evidence has presently been found of the design or placement of these attic access items. The rear half of the house was divided into two bedrooms divided by the same type of partition wall as in Room C. This partition wall also acted as a support for the rather weak constructed ceiling. Without the partitions, little weight could have been added in the above attic/loft. The original first floor flooring trim and potential cellar design is unknown. However, whitewash sampling has shown that there was no interior window trim used for this phase and that the window openings in Rooms A and D were added after the structure was originally built. They were cut in later without providing key-ways and had newer whitewash applications that stopped next to the new window trim boards. Also, the original three window rough opening sizes were taller and wider than the two new windows.

The exact height, pitch, and log/purlin/ridge pole design of the original Hanson house will never be known unless a historic photo is discovered. By 1853 a steam saw mill was producing dimensional building material in Sturgeon Bay. Logic would tell us that Hanson would not have used the very laborious building design of several sets of purlins used to support a heavy roof of hand split logs. He would have anticipated using locally purchased roof sheathing boards nailed over flattened pole rafters that were notched and nailed into rafter plate logs. The low pitched log gable end design was simple for a skilled carpenter to implement. He only needed to drill vertical 2" diameter holes that held vertical wooden pegs that joined the gable end log courses. At least one set of full length purlins and on ridge pole would have been used to hold the board and shingle and pole rafter roofing assembly. The rafter plate log, purlins and ridge pole would have been extending beyond the house by at least 12". Eventually, during the future restoration of the house, the second floor newer flooring will be removed exposing the old vertical peg holes.

The ceiling boards and joists are suspected to be the same ones still in the house having been carefully de-nailed and reinstalled for Phase II. The ceiling joists in room B are three 4-1/4" x 5-1/2" hand planned pine full span joists on 34" centers with 1/2" beaded edges. The ceiling joists in Room C are 4" x 5" hand planned pine full span timbers with chamfered edges on 34" center spacing. The ceiling above is made out of 1" thick random width hand planed tongue and groove pine flooring. Floor to ceiling height would have been about 7'-5". The ceiling boards need some type of wall nailer board to add support for the attic space. The first floor assembly would have used flattened log joists spanning a low ceiling cellar supported by rocks and carrying the same random width tongue and groove pine boards as the ceiling. This assembly was completely replaced but potentially partially recycled in Phase II. Most of Phase II joists are longer and notched into the newly installed sill logs.

The entrance door and three interior doors would have been simple hand planed vertical 1" pine boards held together with horizontal chamfered board cleats nailed to the inside of the boards. In time, the exterior door gets replaced with a store bought four raised panel 1-1/2" thick door. From the start, home made six-light double hung sash units are used with simple pine board jambs and trim. There would have been hinged single six-light window sash mounted at each end of the log second floor gable end walls. The attic/loft would have used an open passage-way access hole cut into the interior gable logs. A simple 6" vertical metal stove pipe exited smoke from a cast iron cooking and heating stove in room C.

Lack of any whitewash in areas around the southwest wall corner next to the window in Room C indicated the presence of a 9" deep open shelf assembly. Finally, all the interior log walls were coated with a layer of off white calcimine whitewash. The ceiling, joists and ceiling nailing trim boards were stained a dark walnut brown. Interior door and partition wall surfaces may have also gotten the walnut stain treatment.

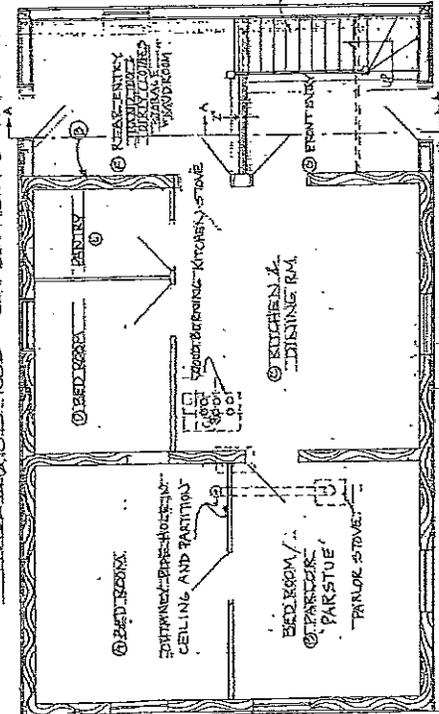
#### **Phase II ca. 1870-1875 (see floor plan)**

This phase could have been as little as one year or as long as five. Fuzzy hewn log wood particals found under thick coatings of white wash on the formally exterior log walls in Room F indicate at least 10 or more years of weathering from exposure to the sun and rain.

Starting this phase was the digging out and building of a 12" thick by seven foot high lime stone and lime mortar hill-side full basement foundation. They used a walk out door on the west end and modern three light basement windows on three sides. A new squared off 7" thick sawn pine timber sill log was placed on the new west foundation wall, while hand hewn 7" x 10" full length pine logs were used on the north and south foundation walls. The original gable end base log was reused being notched into the new long wall base timbers. Two original floor joists were placed on either side of this east base timber to support the new flooring above. New flattened log joists were notched and placed into the new long wall base logs on 24" centers. A special thickened part of the basement stone wall, used wood shims, to support the two log joists and the east base log now spanning the basement. A few floor mounted posts and support beams spanned below some of the joists near their mid points.

The entire original house had to be disassembled about this time to be able to have recycled that east base log. The original log house was reassembled on the new base logs giving the floor/ceiling height an additional 6"-8". Sawn 6" x 6" pine base timbers were laid over the lengthened building foundations east end. An additional 7'-6" x 19'-6" size room called the *forstue* was created by the lengthening of the new foundation to a total size of 20'-6" x 33'-6". Hanson used both hewn and rough sawn vertical wall studs and posts to support the cantilevered wall logs above and to help enclose the new first floor room. He used hewn 4" x 4" posts at the two corners and 3" x 4" rough sawn door frames for the north side exterior door. There was still only one entrance door at this time.

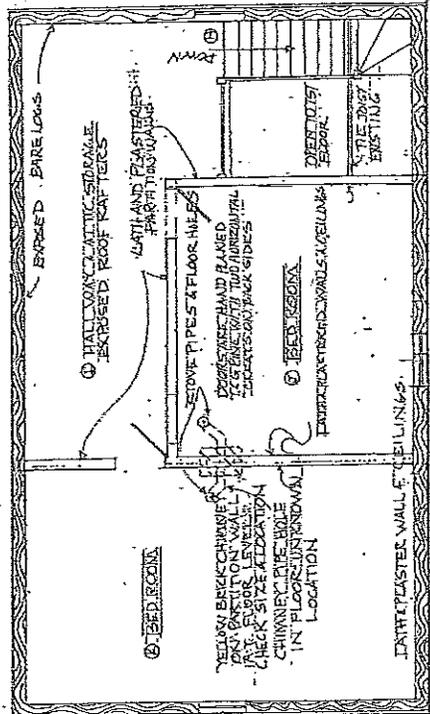
**A NORWEGIAN AMERICAN WISCONSIN FARM HOUSE IN STURGEON BAY, WISCONSIN, 1885-1886**



REPAIRS TO CEILING AND PARTIAL REFRAMING  
 REPAIRS TO KITCHEN STOVE  
 REPAIRS TO BATH

**FINAL RESTORATION INCLUDES:**

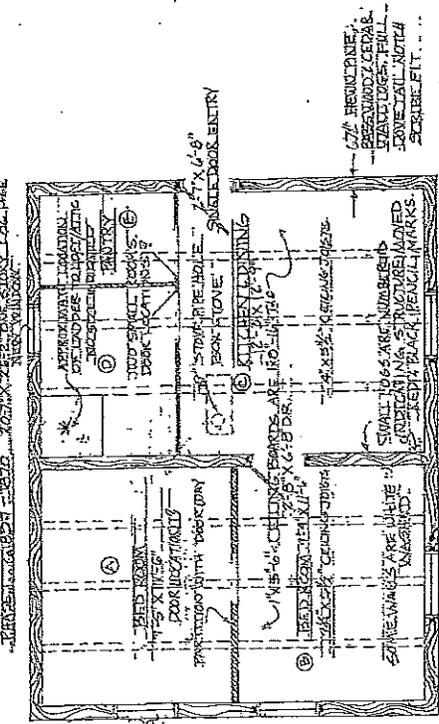
1. REPAIRS TO CEILING AND PARTIAL REFRAMING - OUTSIDE ENTRANCE ON WEST SIDE
2. CLAD BATH EXTERIOR HORIZONTAL SIDING AND REFRAMING
3. REMOVE EXISTING ROOF DORMER - REPLACE WITH RAFTERS OF WESTERN RED CEDAR
4. RECONSTRUCT MISSING SCARF EIGHTAL LOGS A.E.B.
5. REPAIR AND REBUILD ORIGINAL SHALE TANKER TRAP ROOMING
6. RECONSTRUCT MISSING INTERIOR PARTITION, STAIRWAY, DOOR THRESHOLD ASSEMBLY
7. REWHITE WALLS INTERIOR - WALLS & CEILING, SECOND FLOOR LATH & PLASTER BED ROOMS



**SECOND FLOOR**

**HANSON HANSON HOUSE**  
 EVOLUTION FLOOR PLANS & NOTES  
 DRAWN BY AC BARK  
 SCALE: 1/4" = 1'-0"  
 DATE: JULY 2008  
 APPROVED BY:  
 WISCONSIN HISTORICAL SOCIETY  
 RESTORATION PLANS # 2 OF 3

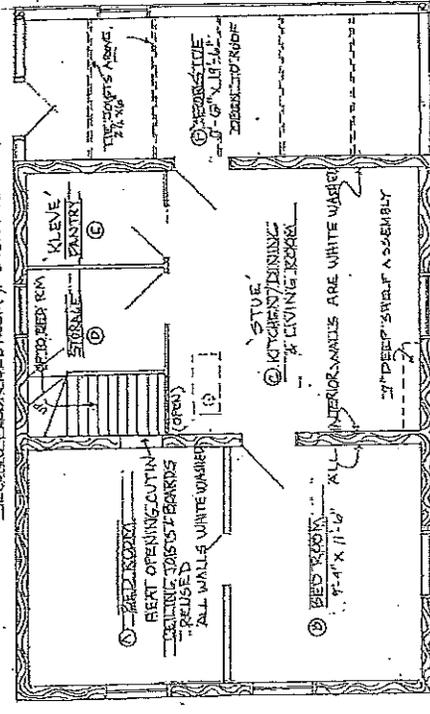
**ORIGINAL SITE**



ALL ORIGINAL DOOR & WINDOW OPENINGS USE 1 1/2" x 2 1/2" WOODEN WALL SUPPORTS.

**NEW SITE**

TRAILER TO BE USED AS TWO STORY LOG CABIN WITH PORCH  
 OVER MODERN FULL BASEMENT / NO CLAPBOARD SIDING  
 SECOND FLOOR BED ROOM & STORAGE



TRIN ROOMS ARE COVERED DOOR WINDING UP STAIRS  
 DOORS ARE PROTECTED PANEL PINE

- THIS STRUCTURE CAN BE PLACED IN THE HISTORIC PHASES:  
 1. LATE 19TH CENTURY STURGEON BAY FINEST HOUSE WITH LOG BASEMENT  
 2. LATE 19TH CENTURY STURGEON BAY HOUSE WITH LOG BASEMENT  
 3. LATE 19TH CENTURY STURGEON BAY HOUSE WITH LOG BASEMENT  
 4. LATE 19TH CENTURY STURGEON BAY HOUSE WITH LOG BASEMENT  
 5. LATE 19TH CENTURY STURGEON BAY HOUSE WITH LOG BASEMENT

The new second floor used about 39" of similarly scribed and fitted pine logs like the first phase except he used a hand saw to cut off all the ends and vertical corner notch cuts. Full length pine logs spanned the entire 33'-6" length occasionally using vertical wooden pegs to help keep the logs in place. No center tie logs were used to keep the walls from bowing out from the weight of the roof system above. This indicates that rafter collar-tie boards were used right from the start on this phase of the Hanson house.

**The roof:** The roof is made using full size 2" x 4" rough sawn pine rafters notched out to fit into the rafter plate top logs on 24" centers. 1-1/4" random width rough circular sawn square edge boards were nailed to the rafters with 2" spaces between. The roof pitch is 10 x 12 and use a 12" roof over hang on all sides. Simple planed pine boards were used to trim off the fascia and soffits. 16-17" machine sawn white cedar shingles would have been square nailed to the roof boards with a 4-5" exposure. 1" x 6" pine ridge boards would have been used to keep the rain out of the attic at the peak.

**Chimney:** Either during this phase or most likely in Phase III a cream brick chimney would have been built on a platform incorporated in a second floor bedroom wall above the first floor interior log wall. If not a brick unit, then the continuation of the use of a vertical 6" metal stove pipe coming up through the second floor flooring and up and out the roof. The one and only stove pipe hole is still presently visible in the ceiling of Room C. This 9" diameter hole is positioned in the northwest corner of the room and allows a rather large cook stove to be used below.

**Heat Exchanger Hole:** A curious, never before seen idea is a hole which was sawed into the standing interior log wall under the steep stairs near the wood burning stove. This opening would give both heat and light to the back bed room A. No other use for this strange addition can at this time be stated. It was finally covered over with lath and plaster in Phase IV. Two more unexplained log wall cuttings occurred in the south wall of Room B. Two openings 8" x 12" were created near the south east corner of the room. One a few inches above the floor and the second just below the ceiling. Perhaps they were covered in metal screening and opened and closed for summer ventilation. Existing hewn log blocks were installed to close up the openings.

**Stairs:** The steep stair assembly from phase I or a new one would have probably been mounted between the interior log wall and first floor ceiling joist in room D. No evidence of the configuration has thus been found. Perhaps with the removal of the modern hardwood flooring in 2010, a paint and nailing pattern can be found.

**Siding enclosure:** The second floor gable ends were enclosed with vertical rough sawn boards nailed to horizontal and vertical wall framing. The *forstue* room F was enclosed with random width rough sawn 1" horizontal pine boards nailed to the wall studs.

**Windows:** Four new window openings were added to this enlarged house. One double hung window was mounted in the *forstue* and one each in each end of the second floor

gables. These were store bought six light window assemblies that used simple square edge pine boards for casing and exterior trim. The fourth window was a six light single sash unit hinged for inside swing and mounted in an opening on the second floor south log wall. The *forstue* room F was open to the second floor roof. Only five rough sawn 2-½" x 6" support joists spanned the upper level. A restoration period store bought window design can presently be found for a pattern now being in the west second floor bedroom. All exterior and interior window trim uses full thickness 1" x 4" planed and painted pine

**Flooring:** First and second floor flooring is very similar and is assumed to have been partially recycled from phase I. It is a full 1" x 5"- 11" tongue and groove random width planed pine, cut nailed to the joists and 1" x 5" wall ceiling trim boards that used a ½" bead on the exposed edge.

**Partitions and doors:** The basic same room arrangement as in Phase I was repeated in Phase II. The second floor, needing more support than before, again used simple single vertical board partition walls below. Five new store bought four raised panel interior doors would have been used by this phase. A thicker, 1-¼," four raised panel door would have been hung on the only exterior door opening. No doors from this phase are still in use in 2009, but old four panel door patterns can always be found in other nearby old farm houses for a pattern. A second floor room partition ran along the top side of the downstairs interior log wall dividing the second floor space into two areas, a west bedroom and an east attic over looking the *forstue*. A second bedroom may have been partitioned off from the attic using lath and plastered vertical stud walls. This is presently unclear and may be surmised once the second floor newer walls and newer hardwood flooring are removed.

**Paint:** All the wall logs received a fresh coating of light tan calcimine whitewash except the area behind the Room C wall shelf. The original walnut brown stain may have been reused during this period on the ceilings, joists, nailer trim, doors, floors and board partitions. However, real paint was not long in coming. Light gray greens and butterscotch paint colors were the first paints used in the new house, perhaps even in this early unfinished phase. (see paint plan).

**Chinking (daubing):** Slacked lime mortar was used on both the exterior and interior of the first floor level of the house filling all the horizontal joints between log courses and some vertical joints and log check cracks. The entire first floor exterior log work and some of the new full length logs were covered over with a coating of whitewash. The second floor logs remained raw wood until phase III clap boards were installed. The overall effect was that of an unfinished house waiting for it's modern trim and siding.

#### **Phase III 1875-1885 (see floor plans)**

This is the most important period for use as a restored exhibition building because there is more physical evidence surviving and it displays the house as a completed Wisconsin farm house. This is also the most complete and interesting phase of the house usage and is suggested as the period of restoration and interpretation. This entire report is directed to

undertaking the most accurate restoration possible while adding living history elements that no other out-door museum uses.

**The 1880 Federal Census Records:** There are seven people living in the Hanson house:  
Hans Hanson, age 65 farmer born in Norway  
Bertha, age 63 wife born in Norway  
Gunnel, age 29 daughter born in Norway  
Catinka, age 25 daughter born in Illinois  
Hans, age 21 son born in Wisconsin  
Lizzie, age 18 daughter born in Wisconsin  
Carl Hanson, age 47 brother born in Norway (suffering from Asthma)

**Speculative and possible room usages:** (see floor plans for Phase III)

Room A=Hans and Bertha

Room B= Parlor and bedroom for Carl Hanson (temporarily using the Parlor and dieing on August 10, 1880)

Room D= Lizzie

Room J= Hans Jr: (and possible guests)

Room K= Gunnel and Catinka

Room C= Combination kitchen/dining and living room

Room E= Pantry

Room F= back entry "farmers mud room"

Room G= Front entry and stair access to second floor rooms

Room I= Hallway access to two bed rooms and attic storage

**Exterior Appearance:** By 1875 the Hanson house would have received a complete covering of horizontal clap boards nailed to vertical furring strips. Some of the strips go behind the door and window trim indicating rebuilding of the door and window casings/jamb. Milled dimensional pine lumber is installed for roof cornice, soffits and facias. The cream brick chimney would have been installed by this date. The formal front doorway entrance is installed by notching out the bottom of the cantilevered south wall log to provide a 2'-8" x 8'-0" door and transom light assembly. The door is a simple store bought four raised panel extra thick door. The entire exterior is painted white.

**Room A:** Hans and Bertha's bed room continues to function as it has since the good old days of Phase I. Perhaps store bought furnishings have replaced some of the original hand made ones and a large wooden wardrobe could be standing in one corner. They are getting to be elderly people and start to see the farming tasks taken over more and more by Hans Jr. and his sisters. Walls are whitewashed logs. Ceiling, partition, door and trim is painted a light olive gray color. Floor is stained walnut with multiple rag rugs sewn together.

**Room B:** The multi-use parlor room is the Hanson's primary indicator of the entry into modern times. Here in this the sunniest room, special events are held such as home bible study, singing and the playing of music. The Christmas tree, fancier store bought

furniture, gold leaf wood framed family portraits, and a book case with religious books and classics. The best carpet in the house is on the dark stained floor. Window dressings display store bought curtains. Plant stands display indoor plants like Christmas cactus, ferns and Oleander. The log walls are still showing a fresh coating of thick off white whitewash. While the ceiling, partition, doors and window trim is now painted light shades of olive gray.

Hans's brother Carl Hanson could be temporarily using this room. He is asleep on a day bed, gray and sickly. His clothes are hung on wall hooks and stored in a small dresser/commode. The parlor stove, when in infrequent use, gives heat to the attached bedroom as well as a little heat to the big second floor bed room above. Uncle Carl could also be bunking up stairs with Hans Jr. He was most likely laid out in the parlor for his funeral in August.

**Room C:** The kitchen and dining room continues to be used in the same manner as from Phase I and II. The south facing double hung window allows the brightly white washed walls to shine. The floors remain stained walnut brown but the ceilings and doors trim and partition are painted the color like room B. The open shelving on the south wall continues to hold books and family heirlooms. The wood burning cast iron cook stove from phase I continues to provide heat to this the most used room of the house. Several kerosene lamps attached to wall mounted cast iron brackets provide illumination to the room. Possible furnishings include the kitchen work table, dining table, Hans and Bertha's rocking chairs, six kitchen chairs and wood box. Indoor plants would be present on the deep window sills while wall mounted clothes hooks are holding some aprons and towels. Around the room are other more modern store bought kitchen tools.

**Room D:** This first floor bed room was created when the steep enclosed stairway was removed and rebuilt as a formal open stair case in room G. The youngest child, Lizzie, or occasional guests, could have used this room. Once Hans marries and starts having children, as many as ten or more people used this house. The more bed rooms the better. Hans is married around 1884 during this phase and started having children in 1886. They had nine children by 1908.

**Room E:** The pantry continues as the main food, cooking supplies, and table ware storage area in the house. Flooring is stained walnut and the log walls are whitewashed. The ceiling, partition, door, and open shelving is painted.

**Room F:** The rear entry room continues as the farmers unheated "mud room". The horizontal 1" pine boards are white washed along with the partition, and the log wall. Floor is unfinished tongue and groove pine. The ceiling is painted 1" x 6" T&G pine with a 1" x 3-3/4" pine wall trim with a beaded edge. The window and door trim is 1" x 4" painted pine.

**Room G:** The front entry room was dressed up for company. A formal open stairway with three winder steps was put into the southeast corner. The stair rise is 7-1/2" with 9-1/2"

treads. The nosing overhang is 1-½"-2" and uses a decorative 2" cove molding. The stringer stair supports is a 12" wide board that runs beyond the partition wall by one step into room F. The underside of the stairs is unpainted as is the adjoining horizontal wall boards. Perhaps there was a time when a basement stairs was in this area with access from room F. More investigation will be done when the modern flooring is finally removed in 2010. The side of the stair assembly is enclosed with vertical tongue and groove boards that match the partition wall boards but may have used a ½" beaded edge with molded trim. A 6" high base board completes the stair enclosure. Two chamfered 4" x 4" pine posts and 1-½" square balusters, with a simple rounded hand rail could have completed the stairs. Inspection of neighboring Norwegian/American farm houses will prove useful for this missing but important design detail.

The underside of the roof is still visible from the first floor. A new doorway opening was cut into the west log wall giving access to the room C. The partition wall helps to give support to the second floor. It is made out of 1" thick vertical tongue and groove pine boards nailed onto a 2" x 12-½" header with a 1" x 2 ½" rabbit bottom edge. The log and horizontal wall boards next to the door and stairs are whitewashed. The pine flooring is stained dark walnut and the door, trim, partition and stair sides and risers are painted.

The new front door is a 1-½" x 2'-6" x 6'-8" four panel pine door. The transom light above is a four pane unit. A heavy molded edge header supports the sash. Again, try to find a neighboring intact 1880's vintage front door farm house design similar to this tall size opening.

**Room I:** As described earlier, this is an unpainted and un-whitewashed hallway and attic storage area. The partition walls are rough plaster and unpainted. The two doors, each leading to the two bed rooms are simple vertical board doors with two horizontal chamfered cleats. No ceiling in this room except for the open roof system. One double hung, six over six light window unit is found in the east gable end. Simple unpainted pine window trim surrounds the window casing next to random width vertical pine wall boards.

**Room J:** This room the smaller of the two second floor bed rooms uses some of the heat from the cooking stove below. The metal chimney pipe comes up through the floor and turns into a cream brick chimney mounted on a braced platform half way up from the floor. The floor is the unpainted tongue and groove mentioned before. A single hinged-in swinging sash six light window is found on the south log wall giving light and ventilation to this room. The log walls and partition stud walls and ceiling are lath and rough plastered with no paint. Baseboards, window and door trim and the door are painted.

**Room K:** The largest room in the house holds two or more beds for female members of the Hanson house. Like room J, room K is lath and plastered over the logs and partition wall studs and ceilings. The ceiling uses the attic's collar ties as the foundation for lath and plaster. A metal stove pipe coming up from the lower bedroom A, is seen coming through the unpainted floor and into the brick chimney. The simple 1" x 4" pine trim is

used for the door and the double hung window on the west gable end. Window panes use 7" x 9" glass. The door is 2'-4" x 5'-7". The trim and vertical board door are the only things painted in this room. Note both this door and the door for bed room J are still mounted in second floor door openings and should be stripped and re-hung.

#### Phase IV: 1885-1920

A brief overview of this thirty five year period is as follows: Notea; the 1900 Federal census records both families living in the house. (11)

Hans Hanson, age 85 born in Norway (Bertha Hanson died on march 30, 1899)

Gunnell, age 49 born in Norway

Elizabeth, age 38 born in Wisconsin.

Hans Hanson Jr., age 34 born in Wisconsin

Gustava, age 34 born in Norway

Clara, age 13 born in Wisconsin

Hammeril, age 11 born in Wisconsin

Ester, age 7 born in Wisconsin

Arthur, age 5 born in Wisconsin

Elmer, age 2 born in Wisconsin

Bertha, age 1 born in Wisconsin

A son, Adolph was born in 1890 and died October 14, 1894, and two more children to be born, Kenneth in 1905 and Donald in 1908.

That makes between eight and fourteen people living in the house during this period at any one time. Over these thirty-five years many times the house was rearranged for new sleeping arrangements. When Hans Hanson died on January 21, 1903, he was probably sleeping in Room D, and Hans Jr. and Gustava were already in the west bed room. Gunnell and Lizzie remained unmarried and would have continued using their old second floor west bed room. Gunnell dies on March 15, 1911. Lizzie finally gets married and moves out freeing up the entire second floor for the eight nieces and nephews.

During this phase the second floor is enlarged over the front entry room and a new two level brick chimney is built against a new partition wall in room F. The wall logs have been removed in room F and a new door into room C is added. The first floor board partition is removed in room C and a 1" thick vertical metal rod is installed hanging from the attic down through the room C ceiling joist for support. Two new gable end windows are installed and two new east west partitions are installed making the west bed room into two rooms and the east attic room into two rooms. The entry into bed room J is now on the east wall of the room moved over from the north wall. Room J gets a large gable dormer and a double hung window to match the other new second floor windows. It is replastered and uses a new east wall four panel door. The entire first floor log walls are now lath and plastered over along with room F.

Sometime during this phase a 9'-7" x 10'-6" frame entry way with a basement access stairway and a new door way is installed against the north wall near the west corner using a door opening cut into the log wall. The old rooms A & B now loose it's partition wall

and transforms into a modern kitchen and dining area. Room C is now one big living room. 2-1/2" maple tongue and groove hardwood flooring is added through out the first and second floor. When the new north door way is added the original north door way into room F is framed in and sided over creating a new first floor bedroom area. Modern electrical service would have been added to the house during this period.

#### **Phase V: 1940-present**

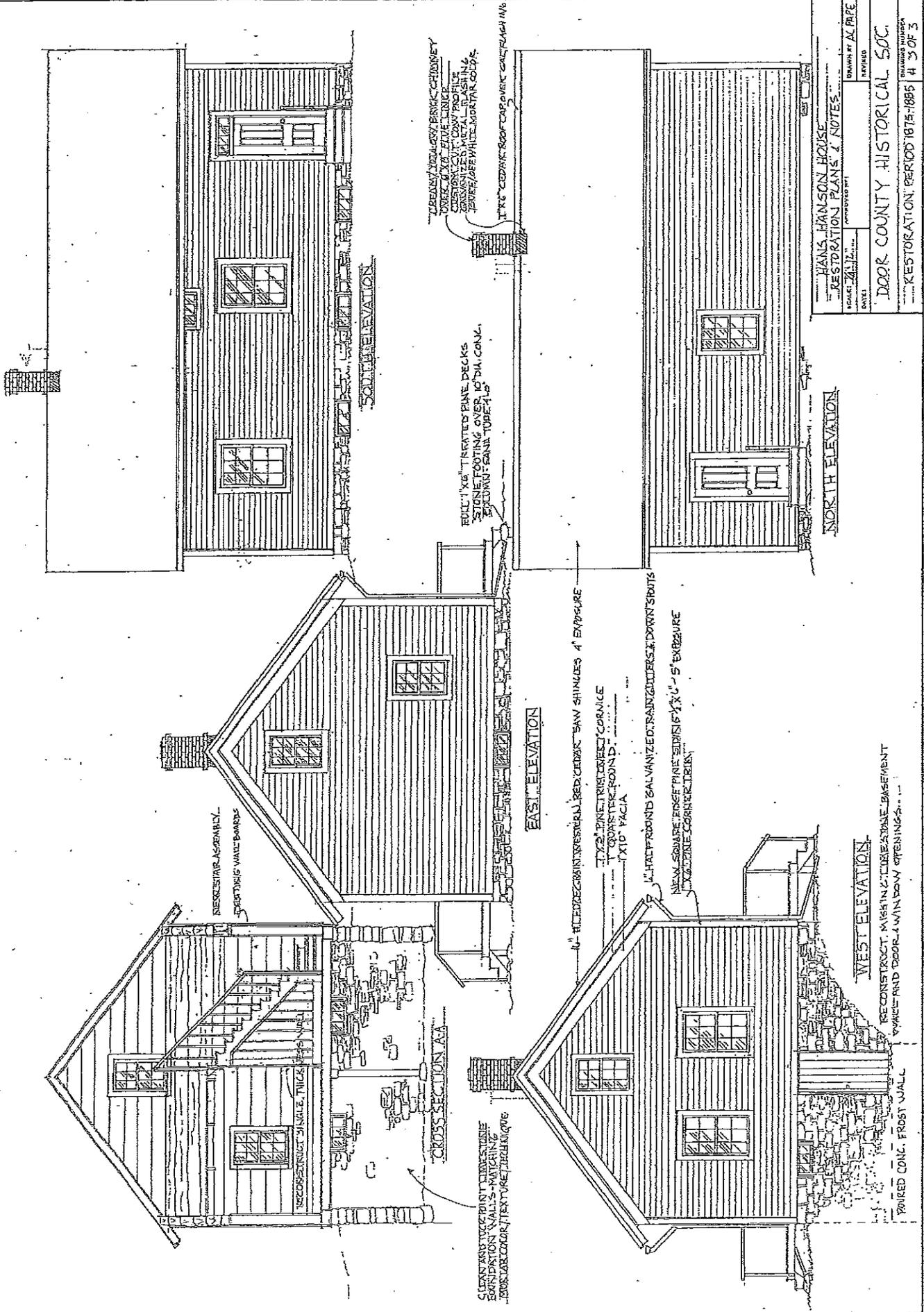
Finally, a modern wood framed flat roofed kitchen and bathroom addition is built over a concrete block basement addition with a double walk out door. A bath room is added into the second floor north west bedroom space and a new open stairway is installed in the north east corner of former room A. The entire room becomes a dining room.

The old stair way is removed and the walls floor walls are lath and plastered. A new bed room is created at the east end of the second floor when the old stairway ceiling opening is enclosed and floored over. Various closets, hallways and storage shelving is installed in the second floor bedrooms. Finally, the partition wall between the living room and bedroom is removed along with the chimney, when a new exterior brick chimney is installed over the north walls clap board siding and up through the roof over hang. The south first floor windows were replaced with a new casement window in the dining room and a three gang nailed set of double hung windows cutting away plenty of the south facing wall logs. A fuel oil space heater is connected to the exterior chimney in the living room and later a gas fed hot water boiler for base board heat is installed. None of the old log walls are visible anywhere in the house at this point, but the original exposed first floor room B and C ceiling joists are still in view, having been coated with multiple layers of modern paint.

#### **General Restoration Guidelines:**

More interior and exterior demolition needs to be done in 2010. The hard wood floors need to be carefully pulled up, using protection blocks under the crow bars. Most of the second floor partitions need to be removed except for those shown on the plan for Phase III. The new west additions and the north entry areas all need to be removed and the basement access filled after a new stone and mortar basement wall is erected. (see west elevation plans). All electrical wires and plumbing needs to be removed. The entire roofing including the south gable dormer is removed only keeping the original roof sheathing. Find the size and location of the second floor chimney. Remove some of the second floor lath and plaster walls as shown in plan drawings. Look for early stove, door, and partition locations on painted floor surfaces. Look for early stair way parts recycled into new wall. Do not remove anymore of the partition wall that was dividing rooms F & G. Carefully save those original parts for replication and any other square nailed trim parts that give clues to what is now missing.

**Log work:** The final interior log wall appearances will require extensive log replacement with new log infill and repair. Such things as repairing rotted and weak base logs needs to be done including the west base log corner notch, sill timbers in the *forstue* walls, and replacing missing logs in the south and east walls. A restoration carpenter could actually



SOUTH ELEVATION

NORTH ELEVATION

EAST ELEVATION

WEST ELEVATION

CROSS SECTION A-A

GREEN/BLACK BRICK CHIMNEY  
OVER 1/2" PIPE  
CUSTOMIZED 1/2" CONV PROFILE  
GALVANIZED METAL FLASHING  
BURIED/SEE WHITE MORTAR COLDS

ROOF: 1"6" TREATED PINE DECKS  
STONE FOOTING OVER 10" DIA CONG.  
2" LUMEN 2" GALV TUBE 1/2"

1"6" RECONSTRUCTED RED CEDAR SHINGLES 4" EXPOSURE  
1"6" PINE TRIM DIRECT CORNER  
1"6" PINE TRIM DIRECT CORNER  
1"6" PINE TRIM DIRECT CORNER  
1"6" PINE TRIM DIRECT CORNER

1"6" HALF ROUND GALVANIZED RAIN GUTTERS & DOWN SPOUTS  
NEW SQUARE EDGE PINE SIDING 1/2" x 6" 5" EXPOSURE  
1"6" SQUARE CORNER TRIM

RECONSTRUCT MISSING CEDAR BASEMENT  
FRAMES AND DOOR WINDOW OPENINGS

PAVED CONG. FROST WALL

|                               |              |                   |
|-------------------------------|--------------|-------------------|
| HANS HANSON HOUSE             |              | DRAWN BY: AL PAPE |
| RESTORATION PLANS & NOTES     |              | REVISED           |
| SCALE: 1/4" = 1'-0"           | APPROVED BY: |                   |
| DOOR COUNTY HISTORICAL SOC.   |              |                   |
| RESTORATION PERIOD: 1875-1885 |              |                   |
| DRAWING NUMBER: 4 OF 3        |              |                   |

make the new infill out of hand rafted horizontal boards because they will be coated with a thick layer of calcimine white-wash and the existing walls are sturdy enough to carry out this act of fakery.

**Roofing:** Re-shingle the roof after infill roof boards are installed. Use #1 edge grain 16" western red wood shingles with a 4" exposure and without any tar paper. Provide 1" shingle overhang and a 1" x 6" red cedar ridge cap that hides metal flashing below. Build the brick chimney using cream bricks and buff colored white mortar. Use painted metal flashing custom formed around the chimney base. Install 6" round galvanized metal rain gutters with the straps under the shingles.

**Siding:** The house should be resided using 1/2" x 6" planned #1 pine boards with 5" exposure and full 1" x 4" vertical corner trim boards. If it seems impossible to find the pine siding, modern beveled red cedar siding can be used with 5" exposure. Prime both sides of the siding before installation. Counter sink any exposed galvanized nail heads and fill with putty before the first coat of off white semi-gloss exterior Benjamin Moore latex paint.

**Masonry:** Please note this and insist that all masonry work use heavy quantities of the old fashioned lime based mortar. Insist that the mason's provide finished sample mixtures before any work begins. Match these samples to the original foundation mortar for color and texture. Do not let the mason's talk you into using regular type "M" masons mortar.

#### **Paint Plan:**

**Exterior:** Prime all new wood with a good grade of oil base primer. Finish with off-white semi-gloss, exterior Benjamin Moore latex paint. (#969).

**Interior:** Prime all new wood with a good grade of oil base primer. All new paints shall be Benjamin Moore semi-gloss interior latex paint.

**Room A:** Calcimine whitewashed walls, floor walnut stain (HC-68), ceiling joists, ceiling board wall nailer beaded trim, partition, door and window trim light olive gray (HC-86).

**Room B:** Whitewashed log walls, floor walnut stain (HC-68), ceiling and joists, partitions, door and window trim, base trim, butterscotch (#196).

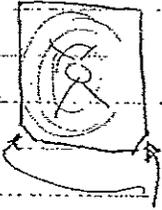
**Room C:** Whitewashed log walls except behind open shelving in SW corner, floor walnut stain (HC-68), ceiling and joists, partitions, door and window, and ceiling trim, base board trim and open shelving, butterscotch (#196).

**Room D:** same as above.

**Room E:** Whitewashed log walls, floor is left bare wood, ceiling, joists, partition, door

Hanson House, Sturgeon Bay, WI 8/19/09 ACP

Room D Ceiling Joist at North end



5"

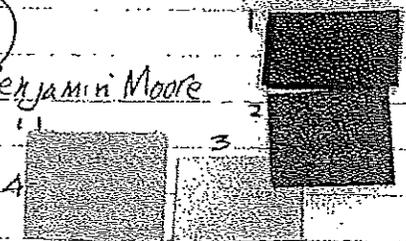
add:  
actual by  
2 layers of  
white

1/2" chamfers

- 1. Dark Brown = 1239
- 2. Butterscotch = 196
- 3. Cream = HC33
- 4. Tan = 165

(Medium/Dark Brown Stain or Paint)

- 1. Dark Brown/Walnut = # 1631 Benjamin Moore
- 2. Butterscotch # 196 "
- 3. Cream # HC33 "
- 4. Tan # 165 "



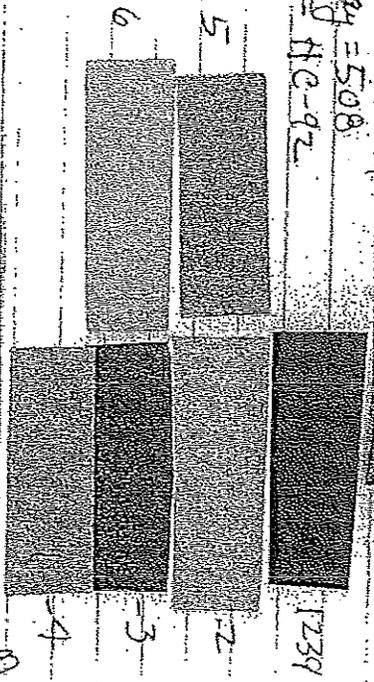
Hanson Hse, Sturgeon Bay, WI 8/19/09 ACP

Room A - Ceiling Joist with beaded edge

\* Beaded

- 1. Dark Brown = 1239
- 2. Light grey blue = 1472
- 3. Grey - olive = HC-86
- 4. Very light olive grey = 508
- 5. Light olive grey = HC-92
- 6. Off white = 955

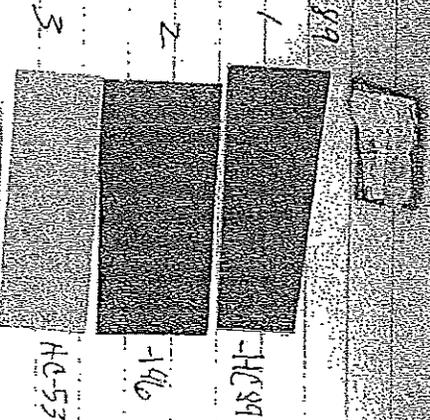
\* Appears to be a Walnut stain on the joist + ceiling boards



Hanson Hse, Sturgeon Bay 8/19/09 ACP

Rooms A+B Ceiling Boards

- 1. Off white/light olive = HC-99
- 2. Butterscotch Yellow
- 3. Tan/Peach
- 4. Creamy white

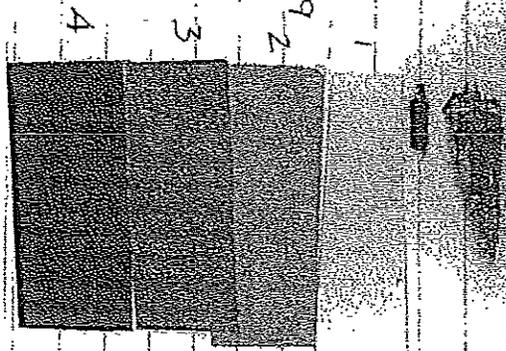


BOARDS WHITE

Hanson House, Sturgeon Bay, WI 8/19/09 ACP

Room F Ceiling Boards on North end  
5/8" x 5 1/2" T&E Pine

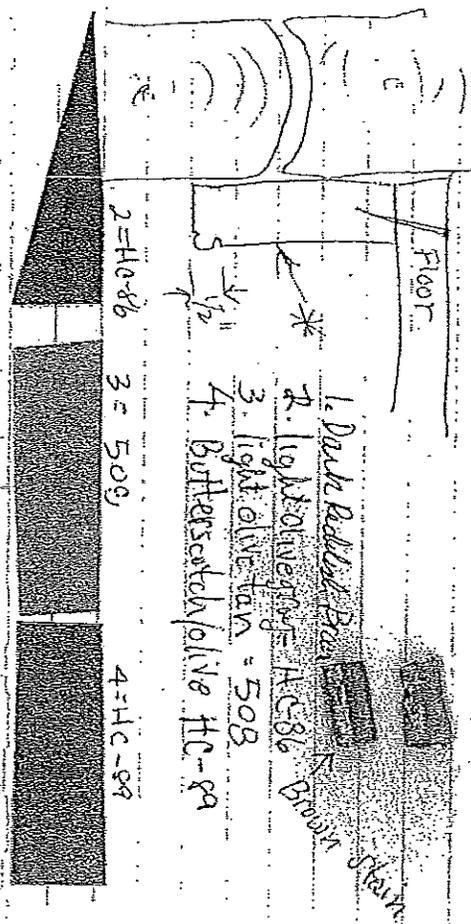
1. off white - primer # 969
2. ~~light~~ gray green - 523
3. light glaucous blue - HC-16
4. Medium / dark brown = 1239



Benjamin Moore Paints

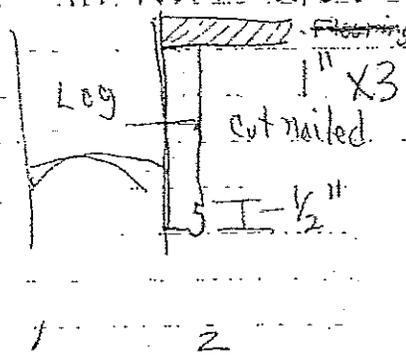
Hanson Hse, Sturgeon Bay, WI 8/19/09 ACP

Room A - Ceiling trim off 1" x 5" Beaded edge.  
Note: Trim gave ceiling boards a nailing shelf.

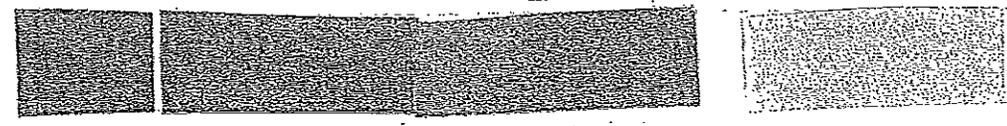


Hanson House, Sturgeon Bay, WI 8/19/09 ACP

Room F Ceiling trim board (pine)  
in North area. Beaded



1. Light Butterscotch #196
2. Light olive/gray = HC-107
3. Very light olive blue gray = HC-105
4. light blue gray HC=173



and trim, butterscotch (#196).

**Room F:** Whitewashed walls, floor is bare wood, ceiling boards and trim, and partition, butterscotch, (#196). Door and window and trim light gray (1461).

**Room G:** Whitewashed log wall and rough wall boards, floor stained walnut (HC-68), Partition, stairs risers, stair side wall and base trim, door and trim, butterscotch (#196).

**Second floor Bedrooms:** Unpainted floors and rough plaster walls and ceilings, doors, trim, windows and base boards light gray (HC-107).

**Maintenance Guidelines:**

"Maintenance is Preservation" Water is the enemy. Do not allow any rain to splash onto the structure from nearby piles of fire wood or vegetation. Maintain the surrounding soil grade at more than 6" between the sill log, siding and the soil. Install screens on several removable basement windows to allow cross ventilation during summer months. Any wood containing more than 20% moisture content will host insect and bacterial growth.

Keep rain gutters and down spouts clear of leaves and deflect rain water at least four feet away from basement walls. Make sure the grade is sloped away from the house.

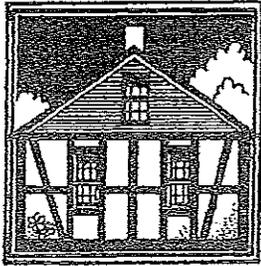
Subscribe to the free Schroeder Log Home Supply Catalog 1-800-359-6614 for sources of preservation supplies. Spray the entire exterior of the house with "Tim-Bor Wood Treatment" before it is sided over. Do not use any product that changes the appearance or is a health hazard.

Every five years inspect the basement walls for signs of moisture and wood ceiling joists/posts and flooring for signs of insect activity.

**Landscape Guidelines:**

Use 1870-1900 old photos of Door County farms to help plan landscape designs. Interview elderly Norwegian/American farmers in the area about their farm layout and landscaping. Do not let the local garden club plan or plant the site. They can however, be encouraged to help maintain the garden and simple plantings. Landscape elements that contribute to the "Living History" feel of the site include: wash line poles, fire wood piles/shed, vegetable garden, fencing types found in area, wooden walk ways, an outdoor toilet, various small farm buildings for chickens, hogs, work shop and horse stable.

**Project cost estimate:** Based on \$100.00 per square foot. Total cost for contracted and some volunteer work on the 1,350 square foot building is \$135,000.



ALAN C. PAPE CONSULTING

P.O. Box 31  
Greenbush, WI 53026  
920-526-3433

September 2, 2009

George Evenson, Pres.  
Door County Historical Society  
4994 Ripp Road  
Sturgeon Bay, WI 54235

Dear Mr. Evenson:

I would like to congratulate you and the Door County Historical Society for undertaking a project to acquire, restore and activate the Hans Hanson farm house and site on Utah Road, Sturgeon Bay. Few examples of the Norwegian scribe fit "sval" log house construction are to be found outside of Norway and only two have been saved through museum restoration here in the United States.

It was a privilege to recently inspect this example of ancient Scandinavian folk house building tradition. Many evolutionary secrets are yet to be discovered that will help in the structures eventual restoration. It is amazing to me that the Hanson house survived at all and that the property was not sold for development. To have it actually connected to the Cross Roads Museum Village property is truly a one in a million event.

Keep up the enthusiasm for seeing this project through to a complete "living history" program that includes authentic period landscaping, out buildings and costumed interpretation. The Hanson house will help tell the story of the Norwegian Immigrant to Northeast Wisconsin in a very excellent manner.

Sincerely,

Alan C. Pape  
Historic Preservation Planner

March 10, 2009

George Evenson  
Crossroads at Big Creek  
P.O. Box 608.  
2041 Michigan ST.  
Sturgeon Bay, WI 54235-0608

George,

Just a few more comments on the Hans Hanson house at Big Creek. You have a real gem here and the opportunity to preserve and interpret an important "page" in the history of the Sturgeon Bay area and a very interesting footnote in the saga of Norwegian immigration and settlement in the U.S.

Hanson was an early settler to the area and figured peripherally if not centrally in its early history and development. The house he built and occupied the remainder of his life is especially interesting in that he employed traditional construction methods and techniques. Unlike most of his countrymen who emigrated to the New World, Hanson employed the traditional long or lateral groove (*medrag*) on the underside of each log filling the cavity thus created with insulating moss as it had been practiced in Norway for centuries. He joined the corners utilizing the full dovetail *knut*, a practice typically found in log homes built by Norwegian immigrant in America, but without *medrag*. Although known and used in rural Norway the full dovetail joint was typically employed when one wished to apply a siding to a building as was often the case in urban areas of Norway.

The Hanson house stands apart from the ordinary Norwegian immigrant dwelling not only in the above mentioned details of construction but in its floor plan. The house exhibits a cantilevered for bay over the entry or *forstue* and *kleve* or pantry/kitchen, not particularly unusual in itself, but the plan includes an additional room adjoining the main room or *stue* which is unusual as a Norwegian-American building type. The form is illustrated in *Byggeskikker på Den Norske Landsbygd* by Gunnar Jahn as type B2 #3 in his definitive work on Norwegian house building types.

Although extensively and repeatedly modified and altered over the years the house stands and a monument to the both the strength of tradition and an adaption to the physical and cultural environment experienced by immigrants to the New World in general and the Norwegian immigrant in particular. You are doubly fortunate in that the house has not been, nor do you plan to relocate the building, from its original site. You, therefore, have the rare opportunity to develop and interpret the site and its history beyond the confines of its four walls.

Best Regards,  
Darrell D. Henning, Consultant  
1774 Whitetail Rd.  
Decorah, IA 52101

# THE DOOR COUNTY HISTORICAL SOCIETY

THANK YOU FOR YOUR INTEREST IN THE HANS HANSEN PROJECT

THE HANSEN PROJECT IS A ONCE IN A LIFETIME OPPURTUNITY TO BRING REAL HISTORY TO LIFE. RESEARCH PROVES THIS BUILDING, IS ONE OF THE MOST SIGNIFICANT HISTORICAL HINDS IN DOOR COUNTY HISTORY. THIS SIMPLE HOUSE WILL LIVE ON AS A CONNECTION BETWEEN OUR PIONEERING FOREFATHERS AND THOSE THAT WILL ALWAYS BE THE BENEFICIARIES OF THEIR LEGACIES.

PLEASE CONSIDER JOINING US, YES, TOGETHER WE CAN DO THIS. OUR GOAL IS TO HAVE THE PROJECT COMPLETED BY 2011.

There are many grants available for historic projects, your dollars can be leveraged by 35%. Any moneys gathered that exceed building costs will be placed into an endowment for perpetual maintenance.

-----  
 Yes, we would like to be part of the Hansen project

Name \_\_\_\_\_

Family name: a \$500.00 gift will assure a name on a plaque

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Dollar amount of Gift \_\_\_\_\_

MAKE CHECKS PAYABLE TO DOOR COUNTY HISTORICAL SOCIETY HANSEN PROJECT DCHS is a 501 (c)3 tax exempt organization

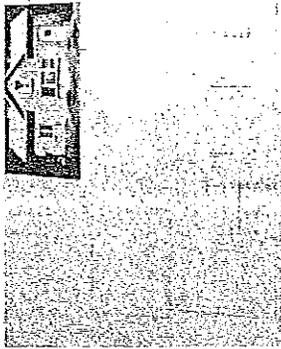
# THE HANS HANSEN PROJECT

In the spring of 1853 Hans Hansen and his wife Bertha boarded a ship and left Norway for America. He was a carpenter and ship builder. He left the Village of Hurum in the county of Buskerud. The village is near the west shore of the Oslo Fjord. He arrived in Chicago in the fall of 1853 was employed as a ship's carpenter. While there he was a member of the Lake View Lutheran Church. One daughter was born in 1854. Between 1855 and 1857 he moved to Sturgeon Bay.

In 1858 his son Hans Jr. was born and baptized by Rev Andrew Iverson. Iverson and Hans were to become life long friends. Later they, working together with others, founded the Sturgeon Bay Moravian Church in 1864. The land records show he bought the farm property along Big Creek in 1855 and proceeded to build his new home on the location where it now rests and will stay.



HANS AND BERTHA HANSEN



HANSEN HOUSE NOW- PROPOSED

THE SAVIOR'S BLOOD AND RIGHTEOUSNESS  
 THY BEAUTY IS MY GLORIOUS DRESS  
 THUS WELL ARIKAYED I NEED NOT FEAR  
 WHEN IN THY PRESENCE I APPEAR

Engraved on Hansen Grave Marker Bayside Cemetery  
 FROM COUNTY ZINZENDORF'S 1739 HYMN

There are many families living in Door County today that can proudly trace their ancestors to Norway. Many followed the trail of the Hansens. Their hard work, devotion and courage are still today a source of pride for all of us who followed, even though we may not have known them personally.

No monuments were built to honor their lives. All that remains are old photos, a letter or two, cemetery markers and a few precious memories, all fading with each passing year.

We have an exceptional opportunity to restore a tribute to our Norwegian ancestors in the Hansen House Project. We plan to present the house as it was in 1865-70, to bring it back to life as a living tribute to our forefathers to whom we all owe so much. The goal is to earn a state or national historic designation.

The Hans Hanson project needs your help. This is a task taken on by The Door County Historical Society an 80 year old organization committed to the preservation of our history and culture for future generations. We are asking all people with a Norwegian heritage to consider this, a one time in our lives chance to bring our mutual common heritage to life. The house will become part of The Historical Village at the Crossroads, insuring access to the public. The DCHS is a 501(c)3 organization. Our goal will be to raise \$2000 from each of 75 individuals or groups. This together with grants would complete the project. All donors will be duly honored on a plaque at the site. Any additional monies would be used to establish a fund for the long term maintenance of the house. It is our hope this project will be completed by autumn 2011.

Thank you for your interest,  
 George Evenson, President Door County Historical Society

**PUBLIC HEARING  
HISTORIC PRESERVATION COMMISSION  
TUESDAY, FEBRUARY 1, 2011**

**DESIGNATION OF HISTORICAL STRUCTURE/SITE FOR HANS HANSON HOUSE,  
LOCATED AT 2022 UTAH STREET.**

Chairperson Shelly Kerwin: Mr. Evenson, would you like to come to the podium and give a brief background?

George Evenson: There is much significance to the way the Hans Hanson House was constructed. The plan is to rebuild according to architectural standards. General cleanup has started. We are going to rebuild the original basement and begin with reconstructing the basement walls. There are also timbers that need replacing due to water damage. Water had gone across the floors. The construction is dependant on contributions and grants. The estimated cost of reconstruction is \$85,000.00. There will be no heat, air condition, or plumbing included. Approximately 25% of the funds have been raised. The exterior phase will begin next summer. We plan to apply for national historic designation. A barn had been destroyed in a fire. The property is owned by Crossroads. The Door County Historical Society has a lease on the property. Does your jurisdiction imply that you have oversight over construction?

Kerwin: It does.

Marty Olejniczak: Any exterior changes, George, to the structure would have to be approved by the Historic Preservation Commission. Your plan on how to restore it would have to go to this body first. That is the oversight that they have.

Evenson: Okay. The thing is if we adhere to the standards that are outlined by Mr. Pape that wouldn't be a problem.

Olejniczak: Ultimately, it is for the Commission to decide. My guess is that if you have a plan to restore it they likely would be very pleased with that and would approve that.

Evenson: That is important because not that we object to oversight because we do have oversight. The fact of the matter is we want to do the job right. Really what is beneficial to us to get this particular designation is when we apply for grants and this sort of thing, it is significant if we can put on the grant we have some sort of local designation, because it applies then. That it isn't just something that came out of thin air. We have some community support. We do have support from individuals. But, having a municipality support would really be very valuable in securing grants.

Dennis Statz: Just to clarify with Marty, with any outbuildings besides just the house itself, some of the landscaping, too, that sort of thing would have to come before the HPC?

Olejniczak: The Commission reviews any alterations that are exterior of the structure.

Evenson: I don't think that would be a problem for us. Whatever we attempt to do is going to be historically accurate. Mr. Pape is an outstanding expert on it. If anything happens to him.....



RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Historic Preservation Commission, hereby recommend designating the Cardy Paleoindian Camp, located at 322 and 334 W. Spruce Street, as a local historic site.

Respectfully submitted:  
HISTORIC PRESERVATION COMMISSION  
By: Shelly Kerwin, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Date: February 1, 2011

\*\*\*\*\*

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

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

## EXECUTIVE SUMMARY

**Title:** Designation of Historic Site – Cardy Paleoindian Site

**Background:** Darrel Cardy, on behalf of the Cardy Family Trust and The Archeological Conservancy, has requested that the property known as the Cardy Paleoindian Site be designated as an historic site under Chapter 28 of the municipal code (Historic Preservation Code). This code allows the Common Council, after review and recommendation by the Historic Preservation Commission, to designate historic structures, site and districts. Once designated, any exterior changes or alterations to buildings on the site must be reviewed by the Historic Preservation Commission and a certificate of appropriateness issued prior to the building permit being issued.

The Cardy Site dates to 11,000 to 12,000 years ago. Based upon archeological finds, the site was a camp for Paleoindians living near the edge of the receding glacier.

The subject site is at 322 and 334 W. Spruce Street. The larger parcel is owned by The Archeological Conservancy. The parcel contains an old log cabin dating to 1848 that was moved to the site and a Peshtigo fire era barn. But, it is the archeological remains that make the site eligible. The other parcel is still owned by the Cardys and contains a home.

The property was recently added to the Wisconsin State Register of Historic Places and has been deemed eligible for the National Register of Historic Places. Formal entry on the national list is expected to occur soon.

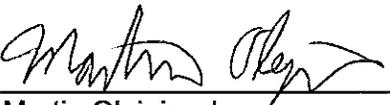
**Public Hearing:** As required by the code, a public hearing was conducted on February 1, 2011. One person spoke and three letters of support were read.

**Fiscal Impact:** The fiscal impact is slight. The City would incur modest costs to record the designation at the Register of Deeds. Then there would be some expenses to process any future applications for certificates of appropriateness for exterior changes to buildings on the site.

**Options:** The Council has the following options:

- A. Approve the designation of historic site.
- B. Reject the designation.
- C. Modify the recommendation and just designate a portion of the requested site.
- D. Refer the issue back to the Historic Preservation Commission for further study.

**Recommendation:** Approve the recommendation.

|              |   |               |
|--------------|---|---------------|
| Prepared by: |  | <u>2-9-11</u> |
|              | Martin Olejniczak   | Date          |
|              | Community Development Director  |               |
| Reviewed by: |  | <u>2-9-11</u> |
|              | Steve McNeil  | Date          |
|              | City Administrator  |               |

Darrel E. Cardy  
9925 Silver Creek Rd.  
Whitehall, MI 49461-9136  
(231) 894-5541

15 October, 2010

Martin J. Olejniczak, AICP  
Community Development Director  
City of Sturgeon Bay  
421 Michigan St.  
Sturgeon Bay, WI 54235

Dear Sir,

The purpose of this letter is to request recognition of the Cardy Paleoindian Camp Site located at 322 W. Spruce St. as a City of Sturgeon Bay Historical Site. This site was entered into the Wisconsin State Register of Historic Places on Oct. 23, 2009 and the National Register of Historic Places on April 19 of this year. Efforts are currently underway to obtain National Landmark designation from the National Park Services.

There are over eighty registered historical sites in Door County but none older than the Cardy Site dating back 11,000 – 12,000 radiocarbon years from the present time.

On September 1<sup>st</sup> ownership of this land parcel was transferred from the Cardy family to the Archaeological Conservancy for long term preservation and management of future research. This site has several unique characteristics which provide opportunities for anthropologists to learn more about the culture of these hunter-gatherer people living close to the edge of the glacier at the end of the last ice age and how the peopling of the North American continent occurred.

It has been well documented that Archaeological Tourism can have a significant effect on local area economy if the cultural and historic value of a site is developed. We are hopeful that the City of Sturgeon Bay will participate and promote this opportunity.

Sincerely,

Darrel E. Cardy

Reference: US Dept. of Interior, National Park Service, Form 10-900, Registration Form:  
sent 11 Oct. 2010

**28.055 Coordination with waterfront design review.**

A property that is a designated historic structure or historic site, or is located in a historic preservation district in accordance with chapter 28 of this Code, and is also located in the waterfront redevelopment district, shall be reviewed by the historic preservation commission only; however, such property shall meet all requirements of chapter 29 of this Code as well as all of the requirements of chapter 28 of this Code.

(Ord. No. 982-0197, § 2, 1-21-97)

**28.06 Historic structure, historic site and historic preservation district designation criteria.**

(1) For the purposes of this chapter, the city council may place an historic structure, historic site or historic preservation district designation on any improvement, improvement parcel or other unit of real property located within the corporate limits of the city that has been determined by the commission to be of historic or architectural significance to the people of the city.

(2) The quality of significance is present in historic structures, historic sites and historic preservation districts depicting the history, architecture, archeology and culture of the city or the United States that possess integrity of location, design, setting, materials, quality work, feeling and association and:

(a) Are associated with events that have made a significant contribution to the broad patterns of local, state or national history;

(b) Are associated with the lives of persons significant in the local, state or national past;

(c) Embody the distinctive characteristics of a type, period or method of construction or that represent the work of a master that possess high artistic values or that represent a significant and distinguishable entity whose components may lack individual distinction;

(d) Have yielded or may be likely to yield information important in prehistory or history; or

(e) Have a unique location or singular physical characteristics which represent an established and familiar visual feature of a neighborhood, area or place.

(3) No area, site, structure or object shall be required to satisfy more than one of these criteria to be considered for and designated as an historic structure, historic site or historic preservation district.

(4) The commission may adopt more specific operating guidelines for historic structure, historic site and historic preservation district designation, provided such are in conformance with the provisions of this section.

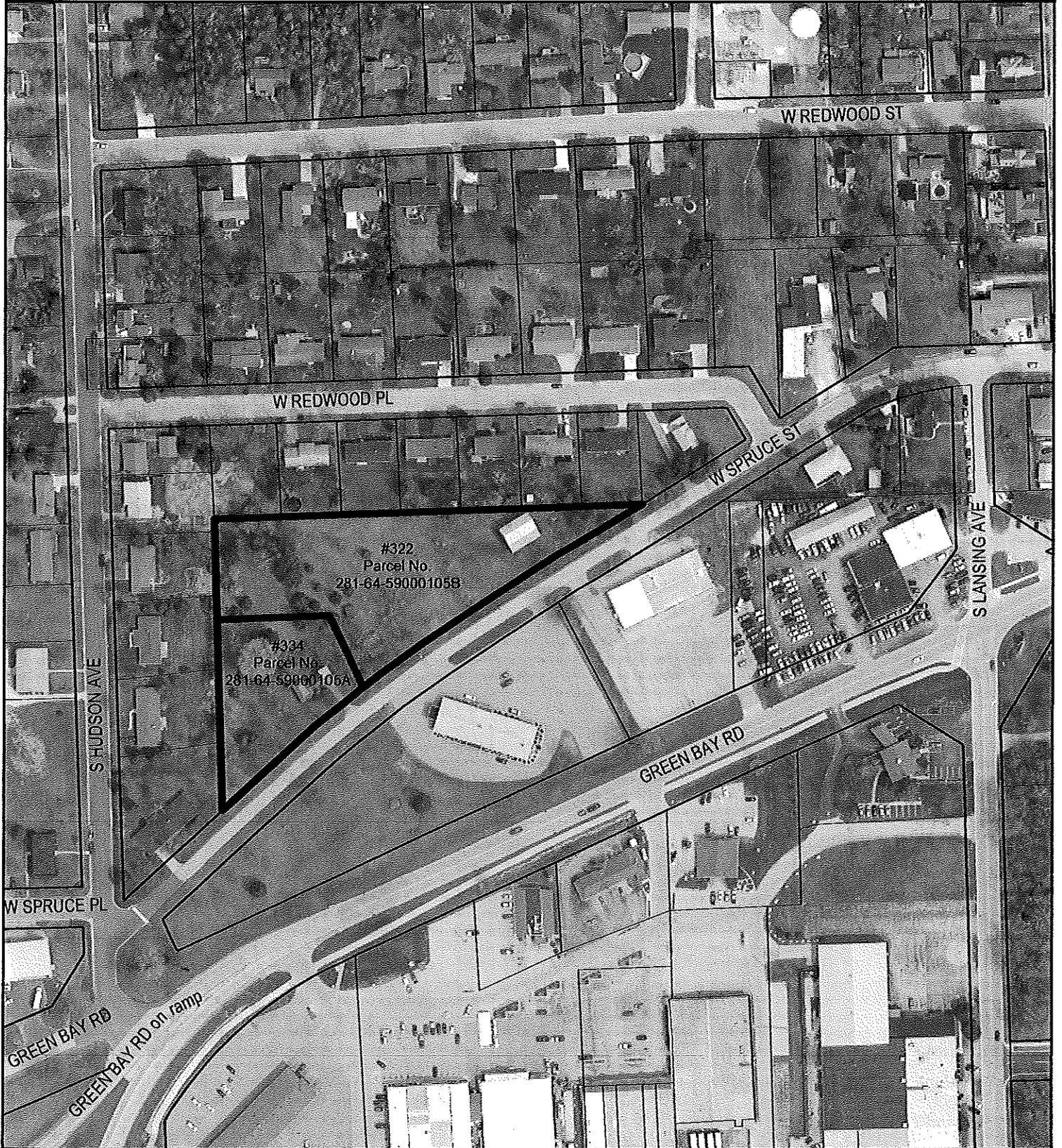
(Code 1992, § 28.06)

**28.07 Procedure for designation or rescission of historic structures, historic sites and historic preservation districts.**

(1) The commission may, after notice, including compliance with § 44.42 et seq., Wis. Stats., and public hearing, recommend the designation or rescission of prior designation of historic structures, historic sites and historic preservation districts to the city council.

# Location Map

## Cardy Paleoindian Camp Site



 Subject Area





WISCONSIN  
HISTORICAL  
SOCIETY

## NOTICE OF ENTRY IN THE NATIONAL REGISTER AND/OR STATE REGISTER OF HISTORIC PLACES

*Name of property:* Cardy Site

*Location:* 322 West Spruce Street, Sturgeon Bay, Door County, WI

*Date of Entry:* April 19, 2010

*Designation:*         State Register of Historic Places  
                              National Register of Historic Places

The property listed above has been entered in the National Register of Historic Places by the Secretary of the Interior, and listed in the State Register of Historic Places by the State Historic Preservation Office.

Accordingly, this property is entitled to the benefits and protections of the National Historic Preservation Act of 1966, as amended and under Chapter 44, Wisconsin Statutes. It will receive limited protection from encroachment by federal or state assisted or licensed projects or state facilities development projects, and may be eligible to apply for matching grants for research, restoration, acquisition, or stabilization. Certain tax incentives are available to depreciable properties listed in the State Register or National Register.

The State Register and National Register programs are administered by the Division of Historic Preservation-Public History of the Wisconsin Historical Society, Michael Stevens, State Historic Preservation Officer. Questions about the State Register and National Register programs in Wisconsin should be addressed to:

Division of Historic Preservation-Public History  
Wisconsin Historical Society  
816 State Street  
Madison, WI 53706  
Telephone: 608/264-6501

*Cardy Site*  
*322 West Spruce Street*  
*Sturgeon Bay, Wisconsin*

was listed on the Wisconsin  
State Register  
of Historic Places

*on October 23, 2009.*



*Richard E. Stevens*

Michael E. Stevens  
State Historic Preservation Officer  
Wisconsin Historical Society

United States Department of Interior  
National Park Service

National Register of Historic Places  
Registration Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in *How to Complete the National Register of Historic Places Registration Form* (National Register Bulletin 16A). Complete each item by marking "x" in the appropriate box or by entering the information requested. If an item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions. Place additional entries and narrative items on continuation sheets (NPS Form 10-900A). Use a typewriter, word processor, or computer, to complete all items.

1. Name of Property

Historic name Cardy Site

Other names/site number Cardy Paleoindian Camp Site, 47DR79

2. Location

|                 |                      |             |                     |
|-----------------|----------------------|-------------|---------------------|
| street & number | 322 W. Spruce Street | N/A         | not for publication |
| city or town    | Sturgeon Bay         | N/A         | vicinity            |
| state Wisconsin | code WI              | county Door | code 029            |
|                 |                      |             | zip code 54235-2842 |

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended, I hereby certify that this X nomination request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60. In my opinion, the property X meets \_ does not meet the National Register criteria. I recommend that this property be considered significant X nationally statewide \_ locally. ( See continuation sheet for additional comments.)

Signature of certifying official/Title

Date

State or Federal agency and bureau

In my opinion, the property X meets \_ does not meet the National Register criteria.  
( See continuation sheet for additional comments.)

Signature of commenting official/Title

Date

State or Federal agency and bureau

Cardy Site (47DR79)

Door County

Wisconsin

Name of Property

County and State

### 4. National Park Service Certification

Thereby certify that the property is:

\_\_\_ entered in the National Register.

\_\_\_ See continuation sheet.

\_\_\_ determined eligible for the National Register.

\_\_\_ See continuation sheet. determined not eligible for the National Register.

\_\_\_ See continuation sheet. removed from the National Register.

\_\_\_ other, (explain):

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

Signature of the Keeper

Date of Action

### 5. Classification

Ownership of Property (check as many boxes as apply)

private

public-local

public-State

public-Federal

Category of Property (Check only one box)

building(s)

district

structure

site

object

Number of Resources within Property (Do not include previously listed resources in the count)

contributing

noncontributing

2 buildings

sites

2 structures

objects

1 Total

4 Total

Name of related multiple property listing: (Enter "N/A" if property not part of a multiple property listing.)

The Paleo-Indian Tradition in Wisconsin

Number of contributing resources is previously listed in the National Register

0

### 6. Function or Use

Historic Functions

(Enter categories from instructions)

DOMESTIC/Camp

INDUSTRY/PROCESSING/EXTRACTION/processing site

OTHER/Ice Marginal Habitat

Current Functions

(Enter categories from instructions)

DOMESTIC/single dwelling (residence)

DOMESTIC/single dwelling (homestead)

DOMESTIC/secondary structure (barn)

DOMESTIC/secondary structure (shed)

### 7. Description

Architectural Classification

(Enter categories from instructions)

N/A

Materials

(Enter categories from instructions)

Foundation N/A

walls N/A

roof N/A

other N/A

### Narrative Description

(Describe the historic and current condition of the property on one or more continuation sheets.)

Cardy Site (47DR79)

Door County

Wisconsin

Name of Property

County and State

**8. Statement of Significance**

**Applicable National Register Criteria**  
(Mark "x" in one or more boxes for the criteria qualifying the property for the National Register listing.)

- A Property is associated with events that have made a significant contribution to the broad patterns of our history.
- B Property is associated with the lives of persons significant in our past.
- C Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- D Property has yielded, or is likely to yield, information important in prehistory or history.

**Areas of Significance**  
(Enter categories from instructions)

ARCHAEOLOGY/Prehistoric

**Period of Significance**

10,800-13,000 years B. P.

**Significant Dates**

NA

**Criteria Considerations**

(Mark "x" in all the boxes that apply.)

Property is:

- A owned by a religious institution or used for religious purposes.
- B removed from its original location.
- C a birthplace or grave.
- D a cemetery.
- E a reconstructed building, object, or structure.
- F a commemorative property.
- G less than 50 years of age or achieved significance within the past 50 years.

**Significant Person**

(Complete if Criterion B is marked)

N/A

**Cultural Affiliation**

Early Paleoindian Stage

Gainey Complex

**Architect/Builder**

N/A

**Narrative Statement of Significance**

(Explain the significance of the property on one or more continuation sheets.)

Cardy Site (47DR79)

Door County

Wisconsin

Name of Property

County and State

**9. Major Bibliographic References**

(Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets.)

**Previous Documentation on File (National Park Service):**

- preliminary determination of individual listing (36 CFR 67) has been requested
- previously listed in the National Register
- previously determined eligible by the National Register
- designated a National Historic landmark
- recorded by Historic American Buildings Survey #
- recorded by Historic American Engineering Record #

**Primary location of additional data:**

- State Historic Preservation Office
- Other State Agency
- Federal Agency
- Local government
- University
- Other

Name of repository:

College of the Menominee Nation

**10. Geographical Data**

Acreeage of Property 3.1

(12,870 square meters)

UTM References (Place additional UTM references on a continuation sheet.)

|   |           |               |                |   |                   |                   |                   |
|---|-----------|---------------|----------------|---|-------------------|-------------------|-------------------|
| 1 | <u>16</u> | <u>469032</u> | <u>4963162</u> | 3 | <u>16</u>         | <u>469228</u>     | <u>4963278</u>    |
|   | Zone      | Easting       | Northing       |   | Zone              | Easting           | Northing          |
| 2 | <u>16</u> | <u>469032</u> | <u>4963278</u> | 4 | <u>          </u> | <u>          </u> | <u>          </u> |
|   | Zone      | Easting       | Northing       |   | Zone              | Easting           | Northing          |

See Continuation Sheet

Verbal Boundary Description (Describe the boundaries of the property on a continuation sheet)

Boundary Justification (Explain why the boundaries were selected on a continuation sheet)

**11. Form Prepared By**

|                 |                                 |           |               |
|-----------------|---------------------------------|-----------|---------------|
| name/title      | Dr. David F. Overstreet         | date      | 5 August 2009 |
| organization    | College of the Menominee Nation | telephone | 715-799-5600  |
| street & number | P. O. Box 1179, N172 Hwy 47/55  | zip code  | 54135         |
| city or town    | Keneshena                       | state     | WI            |

Cardy Site (47DR79)

Door County

Wisconsin

Name of Property

County and State

### Additional Documentation

Submit the following items with the completed form:

#### Continuation Sheets

**Maps** A USGS map (7.5 or 15 minute series) indicating the property's location.  
A sketch map for historic districts and properties having large acreage or numerous resources.

**Photographs** Representative black and white photographs of the property.

**Additional Items** (Check with the SHPO or FPO for any additional items)

### Property Owner

Complete this item at the request of SHPO or FPO.)

|                            |  |                  |                |
|----------------------------|--|------------------|----------------|
| <b>name/title</b>          | The Clayton S. and Leona E. M. Cardy Revocable Trust | <b>date</b>      | 10/08/2009     |
| <b>organization</b>        | Clayton S. and Leona E. M. Cardy, Co-Trustees        | <b>telephone</b> | (920) 487-5508 |
| <b>street &amp; number</b> | 500 E. Bay Road                                      | <b>zip code</b>  | 54201          |
| <b>city or town</b>        | Algoma   | <b>state</b>     | WI             |

**Paperwork Reduction Act Statement:** This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C. 470 et seq.).

**Estimated Burden Statement:** Public reporting burden for this form is estimated to average 18.1 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Chief, Administrative Services Division, National Park Service, P.O. Box 37127, Washington, DC 20013-7127; and the Office of Management and Budget, Paperwork Reductions Projects, (1024-0018), Washington, DC 20503.

United States Department of the Interior  
National Park Service

National Register of Historic Places  
Continuation Sheet

Section 7 Page 1

Cardy Site (47DR79)  
Town of Sturgeon Bay, Door County, WI

Description:

The Cardy Site (47DR79) is a single-component Early Paleoindian stage Gainey complex campsite, dated on typological grounds to the period between 10,800-11,200 radiocarbon years ago. The site, now located on the modern Door Peninsula between Green Bay and Lake Michigan south of Sturgeon Bay (Figure 1), was situated in an ice-margin habitat in close proximity to the wasting Green Bay and Lake Michigan lobes of the late Wisconsinan continental ice sheet at the time the site was occupied (Hansel, et al. 1985) (Figure 2). Cardy is one of very few such sites documented in the mid-continent, and thus provides an opportunity to investigate the peopling of and adaptation to ice-marginal habitats during the close of the Pleistocene epoch.

Though portions of the site have undoubtedly been destroyed by residential and commercial development, approximately 2000 square meters (15% of the site area) harbor *in situ* deposits in the form of a buried soil horizon (or paleosol) that has yielded only Gainey complex cultural debris including fluted projectile points, end scrapers, flake tools, and features. The artifact assemblage contains exotic or non-local tool stones and debris from tool production, sufficient to explore competing hypotheses of Early Paleoindian mobility, trade, and resource procurement.

Environment and Setting:

The contemporary ecological setting of the Cardy Site (47DR79) is radically different from the local and regional habitat at the close of the Pleistocene epoch when Paleoindians first colonized the locality some 11,000-12,000 radiocarbon years ago. At that time, the landscape was likely tundra or open spruce parkland and thus the suite of plant and animal resources upon which the late Ice Age inhabitants relied was markedly distinct in comparison to those of the subsequent Holocene or modern era (Mason 1981). Mammoth, musk oxen, caribou, and dire wolf would have been present in the periglacial habitat, but it is not clear that these tundra-adapted fauna drew the Gainey Complex residents of Cardy to the locality.

During the period of occupation of the Cardy site, the glacial margin extended south of Lake Superior, cutting across the northern portions of Green Bay, Lake Michigan and Lake Huron. Water pooled against the glacial margins, forming a series of glacial lakes, including Lake Oconto, Lake Oshkosh (of which Lake Winnebago is a remnant), Lake Wisconsin, and Lake Algonquin (ancestral Lakes Michigan and Huron) (Figure 2). The Cardy site sits at an interface between glaciolacustrine deposits and ground moraines (Hansel, et al. 1985; Mode 1989; Clayton, et al. 1992; Hooyer, et al. 2004).

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Section 7 Page 2

Cardy Site (47DR79)  
Town of Sturgeon Bay, Door County, WI

Precise geochronological and chronometric dating of the site is not available at this juncture, but sufficient data are at hand to indicate that the glaciolacustrine deposits are either associated with one of the late stages of glacial Lake Oshkosh or the immediate post-glacial levels of glacial Lake Algonquin. Given the geological setting, it is plausible that the Cardy site was situated on the shoreline of one or the other glacial lakes, and may well have been accessed by watercraft. If this scenario is ultimately demonstrated, the landscape position of the Cardy Site (47DR79) would have been in close proximity to the glacial ice front.

As the ice front retreated north of the lowland now occupied by the Sturgeon Bay ship canal, glacial Lake Oshkosh would have drained swiftly to the main Algonquin level at approximately 189m (620') (Hooyer, et al. 2004). Radiocarbon assays on a buried organic layer at the nearby Boss Tavern site in Door County indicate that this catastrophic event occurred between 10,600-10,900 radiocarbon years before present (Overstreet, et al. 2005), either during the latter period of the occupation of the Cardy site, or shortly after it was abandoned.

Approximately 10,900-10,600 radiocarbon years ago, within the final portion of the potential span of occupation of the Cardy site and at approximately the same time that glacial Lake Oshkosh breached the Ahnapee outlet into Lake Algonquin, North America was gripped by a sudden cooling event referred to as the Younger Dryas. Over the course of a decade, mean temperatures dropped several degrees, leading to a resurgence of glacial ice in at least northwestern Europe and New England. Cooler conditions persisted for approximately 1,300-1,500 years, and were followed by an equally abrupt return to warming and glacial retreat. Lake levels in the enlarged Lake Algonquin rose as temperatures warmed, transgressing across areas that were previously exposed and inundating some Late Paleoindian sites.

A recent hypothesis ties the Younger Dryas to a proposed cometary impact event, which may have disrupted a section of the Laurentide ice sheet north of the Great Lakes (Dalton 2007). Geologic evidence for the hypothesized impact has been found at the bottom of an unusual 'black mat' of organic-rich material marking the beginning of the Younger Dryas event at several Early Paleoindian sites. Soil samples from this horizon, found at numerous Early Paleoindian sites, have yielded nanodiamonds, microspherules, helium-3-enriched fullerenes, and iridium; all are materials generally identified as evidence of impact events (either of stony/metallic or cometary bodies) (Kerr 2009).

The effect of the hypothesized impact on Early Paleoindian populations in North America has not been demonstrated. Those supporting the 'Clovis comet' hypothesis originally suggested that the impact may have brought an end to the Early Paleoindian stage, via the extinction of mammoths and other megafauna and sharp reductions in the human population. Archaeological evidence for a Paleoindian

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Section 7 Page 3

Cardy Site (47DR79)  
Town of Sturgeon Bay, Door County, WI

population crash with the Younger Dryas is, however, lacking, and skeptics dispute the timing and synchronicity of megafaunal extinctions (Buchanan and Edinborough 2008; Fiedal 2009).

Cultural Background:

The exact timing of human entry into the New World has yet to be ascertained, though there is increasing evidence that the Peopling of the Americas occurred prior to 14,000 radiocarbon years B.P. (Dillehay, et al. 2008). Little is known about the first inhabitants of the western hemisphere, as few sites dating conclusively to that period are recognized (Dixon 1999). The first widespread populations archaeologically distinguishable in the Americas are those associated with the Early Paleoindian stage, also referred to as Paleoamericans, or the Earliest Americans. The key identifier of the Early Paleoindian stage is the fluted point—a long, narrow lanceolate form with a central or channel flake removed from the point base (Dixon 1999; Mason 1962). The earliest documented fluted point type is Clovis, which has a relatively short flute and is often fluted on one side only. Gainey points, like those found at the Cardy site, are characterized by deep concave bases and flutes that are typically of greater length than those reported for Clovis projectile points (Stoltman 1991: 248). Associated with these fluted points are end and side scrapers, prismatic flake knives, retouched flakes, graters, burins, and bifaces. It is common, in both Clovis and Gainey complex sites, to find non-local tool stones. Many of these tool stones are hundreds of miles removed from their source quarries.

The relationship between the Clovis and Gainey complexes is currently in dispute. The Gainey complex is not firmly anchored by radiocarbon chronology and estimates of its age range from about 11,200-10,800 radiocarbon years B.P. Some scholars contend that Gainey is the age-equivalent of Clovis (ca. 10.7-11.2 radiocarbon years before present) (Deller and Ellis 1988). Others believe the complex to represent an immediately post-Clovis development (Stoltman 1991). Both are plausible, and both are open to question. Some (Howard 1990; Roosa 1965) argue that most 'Clovis' finds in the Upper Midwest are actually Gainey complex sites, with true Clovis restricted to other portions of the Americas. If so, then Gainey can be seen as a regional variant of wider fluted point styles (including Clovis) among Early Paleoindian populations in eastern North America.

Early Paleoindian settlement may have been influenced, at least in part, by the locations of sources of high quality tool stone (Figure 3). In Wisconsin, Schroeder (2007) identifies an initial pattern of rapid Early Paleoindian expansion into recently glaciated areas via alluvial valleys and the shorelines of glacial lakes, with subsequent territories centering on quarries and areas rich in natural resources. Postulated Paleoindian lithic procurement strategies include serial procurement, in which bands periodically cycled from one quarry to another within a broad territory as part of a seasonal or multi-

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Section 7 Page 4

Cardy Site (47DR79)  
Town of Sturgeon Bay, Door County, WI

year round, and cyclical procurement, in which bands returned repeatedly to single, favored tool stone sources (Custer 1984). Adavasio (2005) points out that trade would also result in transport of tool stone over long distances, without the need to infer long-distance movement of Paleoindian populations. Carr (2005) has most recently suggested that high-quality tool stone served as a social identifier along with other stylistic aspects of projectile point design, with different social groups focusing on different stone types. In Wisconsin, different loci of settlement/stone procurement have been identified, most particularly the quarries at Silver Mound, now listed as a National Landmark. Hixton orthoquartzite from the Silver Mound quarries has been identified at Cardy (Carr and Boszhardt 2006).

Long distance transport of tool stone has often been tied to presumed Early Paleoindian subsistence strategies focused on big-game hunting, particularly the procurement of now extinct species (mammoth, American horse, etc.), with bands following herds of game over vast territories. However, eastern Paleoindian stage sites have generally yielded less evidence for big-game hunting and more evidence for a broad subsistence regime with a possible focus on caribou procurement nearer the glacial front (Boldurian and Cotter 1997; Haynes 2002; Holman 1997; McDonald 1994; O'Brien and Wood 1997). Known site types include small hunting camps, such as the Potts Site in Oswego County, New York (Ritchie 1969), quarry and lithic production sites like Barnes, in Saginaw Bay, Michigan (Wright and Roosa 1966), and more extensive habitation sites like Thunderbird in Virginia (Mason 1981) and Holcombe in southeast Michigan (Fitting, De Visscher, and Wahla 1966). At Holcombe, five to eight discrete clusters of artifacts surrounded an apparent communal area, possibly shared by families for butchering and cooking.

Tankersley (1989) and others (Kelly and Todd 1988) have stressed that multiple activities were conducted at all site types, but that a single activity tended to dominate over the others. Lithic processing sites tend to be located at or near high quality lithic source areas; broken points, overwhelmingly made of local material, are often recovered at these sites. Food processing sites are located in areas where game were attracted or concentrated or where the movements of game herds could be monitored. At these sites, points tend to be complete and made of non-local material.

As noted, Paleoindian fluted points recovered from the Cardy Site (47DR79) from both surface collected and excavated contexts are consistent with those reported for the Gainey complex from the type site in Michigan's Lower Peninsula. Few Gainey complex sites have been excavated in the mid-continent. In Wisconsin, the Cardy lithic assemblage compares most favorably with the debris and tools recovered from the Aebischer site near Chilton, Wisconsin (Mason 1988; Stoltman 1991: 252-253). Most notable is the heavy reliance at both sites on cherts derived from Carboniferous period bedrocks that outcrop in Illinois in the Quad Cities region and in Coshocton and Perry Counties in

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Cardy Site (47DR79)  
Town of Sturgeon Bay, Door County, WI

Ohio. The former tool-stone is known as "Moline chert", while the latter from the Ohio locality is most commonly referred to as "Upper Mercer chert" (Birmingham and Van Dyke 1981) (Figure 3). The Cardy Site, like Aebischer, includes high frequencies of blocky waste indicating that the tool-stone was not imported as bifacial cores or refined bifaces. Curiously, more locally available tool-stones such as Hixton silicified sandstone and Maquoketa chert appear to have been more carefully curated with high frequencies of bifacial thinning flakes and evidence of edge re-dressing in the form of micro-flakes.

Excavations at Withington, in southwestern Wisconsin, produced an assemblage of fluted points fashioned primarily of Hixton orthoquartzite (Stoltman 1991). The site, which has not been formally analyzed, is interpreted as a small seasonal camp with additional Archaic components. The assemblage contains a number of artifacts made from non-local tool stones, including Burlington chert from the St. Louis area. The Boaz site, located near Withington, is a possible Gainey complex mastodon kill site. A Hixton orthoquartzite Gainey point was reportedly found with the remains of the mastodon in 1897 (Stoltman 1991: 70). The focus on Hixton orthoquartzite in this region, nearer the Hixton quarries, distinguishes Gainey complex sites in western Wisconsin from the Cardy and Aebischer sites in eastern Wisconsin.

Most other Paleoindian remains in Wisconsin are known only from surface finds (Mason 1986, 1997). Site densities appear to have been low. Nearer Cardy, the University of Wisconsin-Oshkosh conducted several surveys of the Middle Fox River west of Lake Winnebago, and a survey of portions of Calumet and Manitowoc Counties, along branches and tributaries of the Manitowoc River. The surveys revealed that Paleo-Indian site locations on the Middle Fox River, regardless of age, tended to be located above marshes or floodplains, or at the confluence of two rivers. All were found at elevations above 750 feet on silty clay loams in a glacial fluvial context (Mason 2007: 125).

History of Investigations:

The Cardy family has owned the Cardy site since the late 19<sup>th</sup> century. A significant portion of the site was cultivated for vegetable-crop production, but in more recent times the site was given over to lawn cover. During the period when the site was cultivated, family members collected fluted projectile points, end scrapers, and assorted bifaces fashioned from both exotic (non-local) and locally occurring tool stones. In the late 1950s Mr. Darrel Cardy, while an undergraduate student at the University of Wisconsin-Madison, solicited opinions regarding the importance of the site, but its potential remained largely unrecognized. Some three decades afterwards, the site was described and added to the Wisconsin Archaeological Site Inventory (Overstreet 1980). Its true significance, however, was not fully realized until test excavations were carried out in 2003.

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Section 7 Page 6

Cardy Site (47DR79)  
Town of Sturgeon Bay, Door County, WI

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Fifteen 1.0 x 1.0 meter test pits were placed within the Cardy garden and surrounding lawn. An additional ten square-meter block was excavated between the Cardy garden and a small cabin (Figure 4). The 2003 excavations yielded four broken fluted points, all fashioned from non-local dark blue-grey Moline or Upper Mercer chert. In addition, five end scrapers and five flake tools were recovered during excavation and three scrapers and two flake tools were recovered from matrix samples collected for fine screening. The matrix samples yielded an abundance of microflakes from tool resharpening and maintenance. Although dominated by Upper Mercer and/or Moline chert, the microflake sample also included local cherts. The excavations, while limited in scope (approximately 1% of the intact site area was examined), were sufficient to verify that the site was relatively undisturbed, single-component, and affiliated with the Gainey complex.

Current Features:

The Cardy Site (47DR79) is presently situated in a mixed use commercial-residential locality in Sturgeon Bay, Wisconsin. The site is comprised of 3.1 acres that constitute a portion of the Clayton and Leona Cardy homestead (Figure 5). Four non-contributing structures are present on the site, including (1) a log structure, now wrapped in clapboard siding and moved to the current site in 1898, (2) a small, simple gable-roofed barn built to replace one lost to the Peshtigo fire in 1871, (3) a small two-story Cape cod style wood frame house built by Clayton Cardy in 1939, and (4) a small tar paper-covered wood framed storage shed.

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Section 8 Page 1

Cardy Site (47DR79)  
Town of Sturgeon Bay, Door County, WI

Statement of Significance

The Cardy site (47DR79), inhabited between 10,800-13,000 years B. P. by Gainey complex populations, meets the registration requirements of the property type "Habitation Related Site" as defined in the Multiple Property Documentation "The Paleo-Indian Tradition in Wisconsin" (Kreisa 1992). The site contains at least one feature, and other features are likely present in the 99% of the site area with Gainey complex deposits that remains undisturbed. Multiple tool types are present, fashioned of both local and non-local tool stone.

The Cardy site is significant at the national level under criterion D because it has yielded, or is likely to yield, information important in prehistory or history, particularly information relevant to research questions concerning the "Peopling of the Americas." The Earliest Americans Theme Study by the National Park Service (Shott 2005) specifically encourages preservation of Paleoindian sites that provide significant information about human occupation during the earliest periods of settlement. As noted in the multi-property nomination, the Cardy site has the potential to yield information on material culture, social organization, settlement organization, subsistence, and chronology. The Paleoindian occupations identified at Cardy place Gainey complex populations in intimate association with an ice-marginal habitat, a very rare occurrence within the northern United States. The nearly-unique site setting has strong potential to expand our understanding of the northward spread of humanity into previously glaciated terrain at the close of the Ice Age.

Additionally, the sealed and undisturbed Paleoindian horizon site may provide evidence concerning the postulated 'Clovis comet', including nanodiamonds and rare isotopes. In turn, the hypothetical impact event, if confirmed by additional archaeological contexts, may aid in clarifying the processes leading to the extinction of Late Pleistocene megafauna and corresponding adaptations by human populations. These research questions are international in scope, bringing into play theoretical orientations of archaeologists studying human adaptation in the Late Pleistocene in Siberia, Alaska, Canada, the continental United States, Mexico, and Europe.

Land-Use

~~For much of the site's recent history, the Cardy site has been owned by a single family. While much of~~  
the Cardy site was originally cultivated for vegetable production, some portions of the site were not plowed. About 1898, the Cardy family excavated a cellar in the uncultivated area in anticipation of moving a log structure to the site (Clayton Cardy, personal communication). The spoil from the

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Cardy Site (47DR79)  
Town of Sturgeon Bay, Door County, WI

excavation was spread around the cellar excavation, thereby providing a protective mantle sheltering Gainey complex deposits from future disturbance. The small 10 square meter block profile excavated in 2003 revealed a fill/spoil horizon near the cellar, extending to an average depth of 20 cm beneath the present surface. The fill/spoil is underlain by the undisturbed paleosol that harbors the Gainey complex stratum and from which a relatively concentrated debris scatter was excavated.

At the time of the 2003 investigations approximately 12,870 square meters of cultural deposits were present at the Cardy site, identified as locations where artifacts have been found, either by four generations of the Cardy family, or where subsurface test excavations were emplaced. Of this total of 12,870 square meters, it is estimated that approximately 2000 square meters (15.0 % of the site area) near the cabin excavation harbor in-situ contexts that have yielded only Gainey complex Paleoindian cultural debris.

More recently, commercial development has encroached on the site and portions of it have undoubtedly been destroyed by residential development, roads and a growing business community adjacent to the Cardy property. The most intact portion of the site, however, remains undisturbed.

*Significance- Chronology*

Though the Gainey complex has not been firmly anchored by chronometric means, the few radiocarbon dates available, supplemented by geochronological estimates, place the complex at about 11,200-10,800 radiocarbon years B.P. It was during this time that the Green Bay lobe of the Laurentide glacier retreated past the Sturgeon Bay lowland outlet and glacial Lake Oshkosh catastrophically drained to the glacial Lake Algonquin level (Hooyer, et al 2004). The Cardy site is situated on a prominent landscape position approximately one-quarter mile south of (and overlooking) this lowland. Placing Paleoindians in such close proximity to the wasting ice supports the concept of an ice-marginal adaptation across the mid-continent. This provides a rare opportunity to document early human habitation to periglacial environs, allows for the development and testing of alternative models of Paleoindian settlement and subsistence patterns, and has implications for the broad and often provocative theories that revolve around "Peopling of the Americas" and the extinction of late Pleistocene megafauna (Shott 2005).

The history of glacial geology of northeastern Wisconsin continues to be a work in progress. For many years, largely influenced by Thwaites' (1943) significant contribution to Wisconsin Pleistocene geology, it was assumed that the landscape of northeastern Wisconsin was too young to accommodate early Paleoindian populations and that the Valdres end moraine demarcated the boundary of

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Paleoindian occupation. This assertion was based upon Thwaites' assumption that the characteristic regional red clay tills were of similar origin and age, leading to their classification within a single taxon known as the Valdres till. We are now aware, from subsequent research on the age and composition of red clay tills, that northeastern Wisconsin harbors several Woodfordian red tills of differential age, origin, and clay mineralogy (Schneider 1989; Mason 2007).

R. Mason's published distribution studies in the late 1950s strongly supported the notion that fluted points did not occur north of the southern extent of the most recent (Two Creeks) glacial advance (Mason 1958). Quimby, in commenting on Mason's distribution study, lent strong support to this thesis (Quimby 1958). The resulting 'Mason-Quimby line' was examined and supported by other archaeologists in the following years (Stoltman and Workman 1969). Collectively, these studies built a strong paradigm that was seldom challenged, but has now been upset by the geographic context of the Cardy Site (47DR79) and its associated Gainey complex materials. This aspect of significance was first suggested by Ronald Mason (1989: 120) who, in a recent Paleoindian synthesis, noted that the site was landward of the shoreline of glacial Lake Algonquin and was critically located where early breaks might have appeared between the Green Bay and Lake Michigan lobes of the retreating ice.

An important, but unproven assumption is that Lake Algonquin figures prominently in the Cardy Site (47DR79) chronology. The chronological problems are imposing, but the Cardy Site contexts, when considered in light of evidence from the Boss Tavern locality (47DR107), indicates that occupation of Cardy could pre-date the Lake Algonquin transgression. At Boss Tavern water-rolled artifacts, ostensibly associated with an Agate Basin component, are found at elevations above the Nipissing transgression (Overstreet 2005). Mason (2007) postulated that the Cardy location may have been either an ice free refugium or later ice resurgence had little to no impact on the older till on which the Cardy inhabitants lived. He references a Norwegian study that showed a soft-bedded glacier can slip over till rather than shear it, sliding over the bed. It is possible that much of northern Door County was a nuntak, due to the heavy resistance of the Niagara dolomite escarpment (Mason 2007).

Absolute chronology on the Door Peninsula of both glacial events and human arrival are lacking, and future investigations at the Cardy Site (47DR79) may yield clues to when humankind entered the region and how their lives may have been affected by events associated with both the formation and drainage of pro- and post-glacial lakes in response to movements of the continental ice sheet. Resolving these issues will require considerable expertise in multiple disciplines. Geophysical methods and techniques are continually improving and new ways of establishing absolute chronology continue to be generated. Because of the extremely rare occurrence of minimally altered Paleoindian deposits the site provides an opportunity for chronology-building.

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*Significance- Lithic Technology, Settlement Patterns, and Trade*

Many archaeologists who have viewed the Cardy site lithic assemblage have noted the similarities to the Aebischer fluted point assemblage. Furthermore, most have assumed the tool-stone has its origins in the Quad cities and have indicated that the material is Moline chert (Figure 3). Curiously, archaeologists at the University of Wisconsin-Oshkosh (A. Faulkner and G.R. Peske) and at the Oshkosh Public Museum (R. Hruska) have commented that the Aebischer tool-stone, excavated in the 1960s and 1970s, most closely resembles Upper Mercer cherts found in Ohio (Figure 3). However, samples of Upper Mercer and Moline cherts are macroscopically indistinguishable, and it is unclear which stone source was utilized by the inhabitants of either Cardy or Aebischer. Dependent on the route of travel, particularly if watercraft played a role, it would be no more arduous a task to transport Upper Mercer chert from Ohio than Moline chert from the Quad Cities in Illinois to Door County. Formal identification of the tool-stone source is an important data need and the results may have profound influence on understanding settlement and subsistence patterns. One means of resolving this data deficiency is the application of cathodoluminescence and petrographic techniques that have resulted in positive identifications of the several Late Paleoindian quarry sites in the Great Lakes region (Julig, et al. 1998).

Tool stone sources have been employed, particularly in the eastern United States and in the adjacent areas of Ontario and the Maritime Provinces in Canada, to construct models of Paleoindian band territories (Deller and Ellis 1988). While this theoretical orientation has generated significant results, it may also be a source of bias in Paleoindian studies. The tool-stone = territory paradigm has the potential to minimize or even ignore important cultural processes such as trade and transportation networks. Sites such as Cardy and Aebischer are significant in that they do not fit comfortably within the current frameworks of modeling the settlement system of Paleoindian bands based on the distribution of lithic raw materials for chipped stone tool manufacture and their proximity to a raw material source. Based on geography alone it seems apparent that neither the Cardy nor the Aebischer sites are within territorial range of either the Moline or Upper Mercer quarry sites.

The Cardy Site, like Aebischer, includes high frequencies of blocky waste indicating that the tool-stone was not imported as performs, bifacial cores or refined bifaces. Curiously, more locally available tool-stones such as Hixton silicified sandstone and Maquoketa chert appear to have been more carefully curated with high frequencies of bifacial thinning flakes and evidence of edge re-dressing in the form of micro-flakes. This pattern contrasts with prior expectations that evidence of the initial stages of

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lithic reduction should be concentrated at quarry sites, and that finished bifaces and microflakes should characterize sites far removed from lithic sources. The unexpected nature of the lithic assemblage at Cardy suggests that it has the potential to expand our knowledge concerning Early Paleoindian trade, travel, and technology.

*Significance- Subsistence*

From areas east of the Great Lakes to the Atlantic coast most reconstructions of subsistence pursuits have focused on caribou. Beginning with MacDonald's (1968) report on excavations at the Debert Site, wherein he indicated the site may have been strategically located to take advantage of the migrations of caribou; similar suggestions were made for other fluted point tradition sites in the northeast (Jackson 1997; Simons 1997). A few sites such as Holcombe in Michigan, Udora in Ontario, and Dutchess Quarry Cave in New York State have yielded small amounts of caribou bone, but while a caribou-focused subsistence base is a reasonable assumption, empirical underpinning is quite weak. Caribou remains are relatively rare, as are any organic remains from sites of similar age. In point of fact, the nature of Late Pleistocene subsistence patterns are foggy and alternative models quite rare.

A summary by Stoltman (1998), argues in support of terrestrial mammals as the likely primary food source of Wisconsinites during late glacial times. He also indicates that the abundant and extensive pro and post-glacial lakes, fed by frigid glacial melt waters, would have been generally infertile. This may be the case, but there is no solid evidence that late glacial people of Wisconsin hunted mammoth and mastodon, caribou, or anything else. Four mammoth/mastodon bone beds in southeastern Wisconsin have produced solid evidence of carcass butchering, but we cannot say unequivocally that these were active or moribund prey (Johnson 2006; Overstreet 1998, 2004, 2006; Overstreet and Kolb 2003; Overstreet, et al. 2003; Saunders 2003). We also are unable to assess whether or not aquatic resources such as fish and aquatic mammals played a role in Paleoindian sustenance.

The Cardy Site (47DR79), with its undisturbed contexts may shed light on questions of both subsistence and settlement. After all, something must have drawn or attracted people to the shores of either glacial Lake Oshkosh or glacial Lake Algonquin, yet a clear reason at this time is lacking and we are left with archaeologist's conjecture rather than demonstrable patterns. Present day arctic environments may not be the correct analogue of the Quaternary periglacial environment in Wisconsin. Research on Quaternary periglacial sediments in Britain and Eurasia found these deposits often exhibit greater species diversity than present day arctic environments. For example, in Eurasia, a broad periglacial steppe-tundra zone developed outside the limits of ice-sheet growth during the Late Quaternary cold stages. This zone was characterized by a longer growing season and less extreme

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seasonal variations in length of day than is the case in present arctic tundra areas. This resulted in greater vegetation variation, which in turn, supported many large grazing mammals (Ballantyne and Harris 1994).

What does appear as fact is that throughout the mid-continent some people had adapted to ice-marginal habitats at the end of the Pleistocene epoch, but we are still at a loss to adequately and accurately characterize their lifeways. Quimby has noted the presence of walrus and whales in the glacial Lake Algonquin basin and fresh water mussel beds were found on the bed of glacial Lake Algonquin at the Boss Tavern site (Quimby 1960; Overstreet, et al. 2005). What fish populations might have been available to these early residents? As more and more sound information is compiled, Great Lakes archaeologists have become more aware of the vagaries of looking to the American grasslands for application to regional models. Finally, understanding the nature of subsistence and the duration of site occupation at Cardy may shed light on the so-called "Blitzkrieg Theory" that seeks to explain the mass extinction of Late Pleistocene fauna by proposing over-hunting of those species by Paleoindians.

*Eligibility Statement for Criterion D*

Intact Paleoindian sites like the Cardy Site (47DR79) have previously been considered potentially eligible for the National Register of Historic Places under the multi-property context "The Paleo-Indian Tradition in Wisconsin" (Kreisa 1992). Single-component sites of any age are rare in Wisconsin and much of the Midwest, and well-preserved single-component Early Paleoindian sites are even rarer. The site has already yielded evidence for intact features suggesting that activity areas are preserved including evidence of the production of lithic tools using a variety of local and non-local resources. In addition, the site is located at what was the margin of the wasting continental ice sheets, near the shore of a glacial lake. This site setting is one that has been essentially unstudied, making the site significant at the national level not only for its potential to address research questions related to the Peopling of the Americas, but for its potential to expand knowledge regarding human expansion into previously glaciated areas at the end of the Pleistocene.

Summary

The Cardy Site (47DR79) is significant at the national level under the auspices of criterion D. Additional work with the collections as well as additional site investigations have the potential to address research questions relating to: 1) the "Peopling of the Americas." These research questions are really international in scope bringing into play the study of human adaptation in the Late Pleistocene in Siberia, Alaska, Canada, the continental United States, Mexico, and Europe; 2) Paleoindian

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occupations in association with an ice-marginal habitat such as the Cardy site, are a very rare occurrence within the northern United States; and 3) finally, the Cardy Site (47DR79), with its sealed and undisturbed Paleoindian horizon may provide additional information of value to current discussions about a possible cometary impact event near the end of the Pleistocene. In turn, the hypothetical 13,000 year old impact event, if confirmed by additional archaeological contexts, may aid in clarifying the extinction of Late Pleistocene herbivores.

Previous investigations at this prehistoric habitation site have revealed the presence of a Gainey Complex fluted point component that is undisturbed by modern agricultural or urban processes. The lithic assemblage is dominated by either Moline and/or Upper Mercer cherts, and research aimed at raw material source identification has the potential to provide new insights into the earliest traditions in human history in the mid-continent. Though the Gainey Complex has not been firmly dated, a limited set of radiocarbon dates suggest a time range of 11,200-10,800 radiocarbon years B.P. The Cardy site is situated on a prominent landscape position overlooking the Sturgeon Bay lowland, placing Paleoindians in close proximity to the wasting ice and allowing a closer examination of an ice-marginal adaptation in the mid-continent. This provides a rare opportunity to document early human habitation to periglacial environs in the mid-Continent, allows for the development and testing of alternative models of Paleoindian settlement and subsistence patterns, and has implications for the broad and often provocative theories that revolve around "Peopling of the Americas" and the extinction of late Pleistocene megafauna.

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Boundary Description

The boundary lines are indicated on the appended Sturgeon Bay West 7.5' U.S.G.S. quadrangle. The property boundaries correspond to a right triangle commencing at the SW corner of lot 000105, subdivision 59, according to the Assessor's Map of the City of Sturgeon Bay, Door County, Wisconsin thence north 431 feet; thence Easterly 644 feet along the northern boundary to the curb-line of West Spruce Street thence along said curb-line to the point of beginning.

Boundary Justification

Boundaries were selected based on the known and suspected distribution of prehistoric artifacts as demonstrated by multiple, multi-year surface collections by the Cardy family members and by limited test excavations carried out in 2003 by the Center for Archaeological Research at Marquette University.

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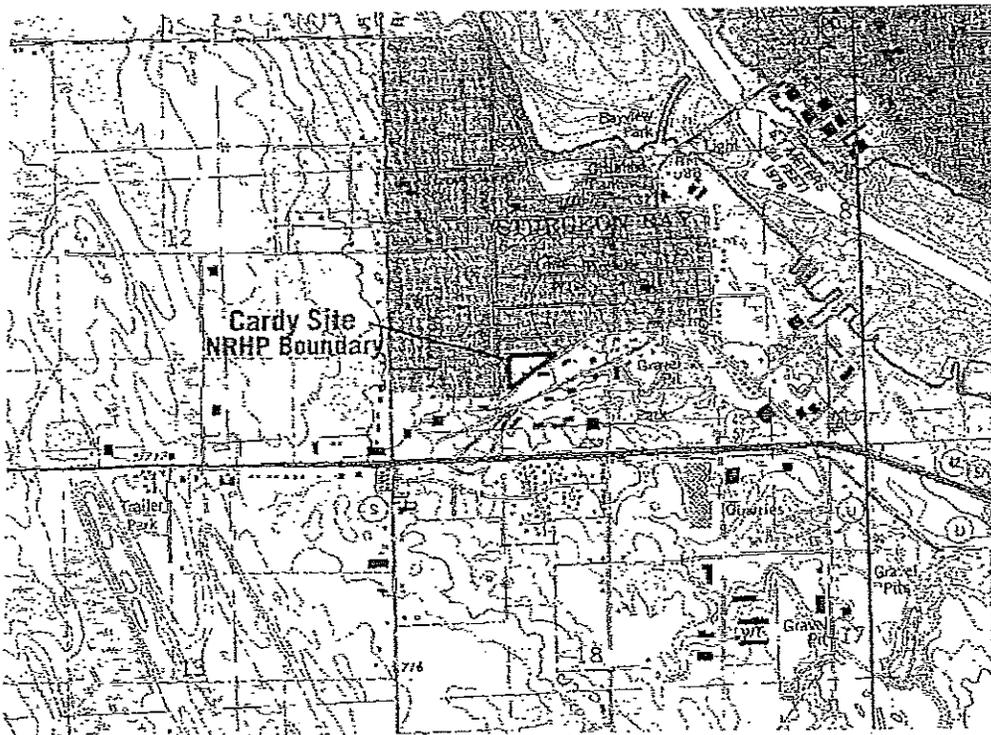


Figure One: Location of the Cardy Site (USGS 7.5' Topographic Map)

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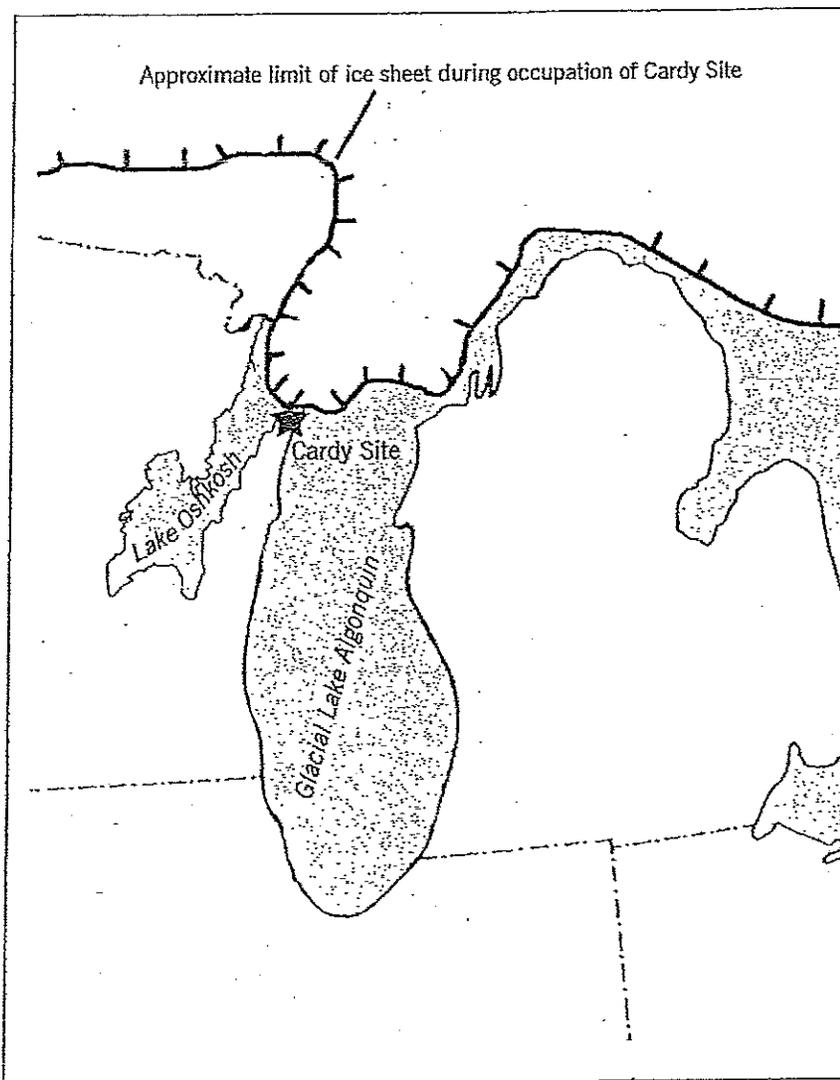


Figure Two: Location of Cardy site with respect to glacial margin during potential span of occupation.

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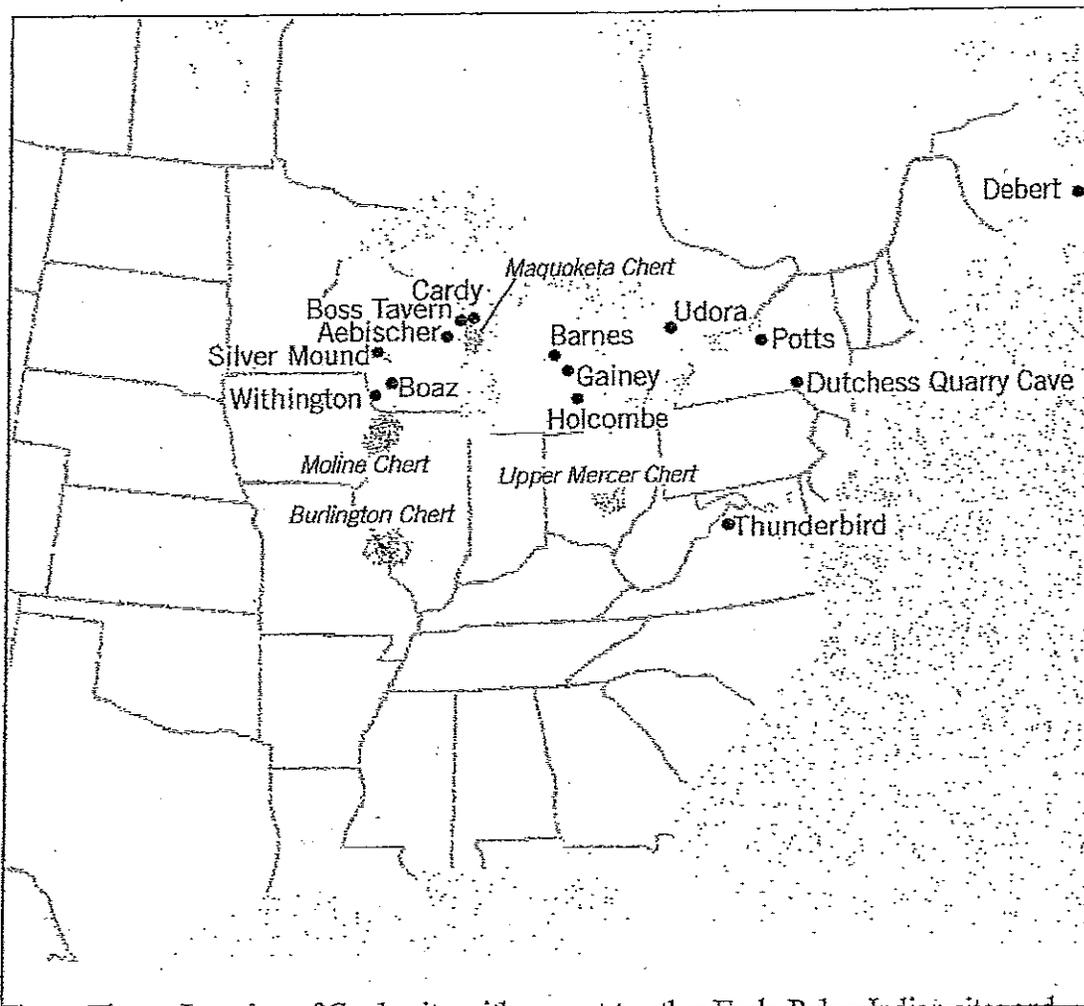


Figure Three. Location of Cardy site with respect to other Early Paleo-Indian sites and lithic sources discussed in text.

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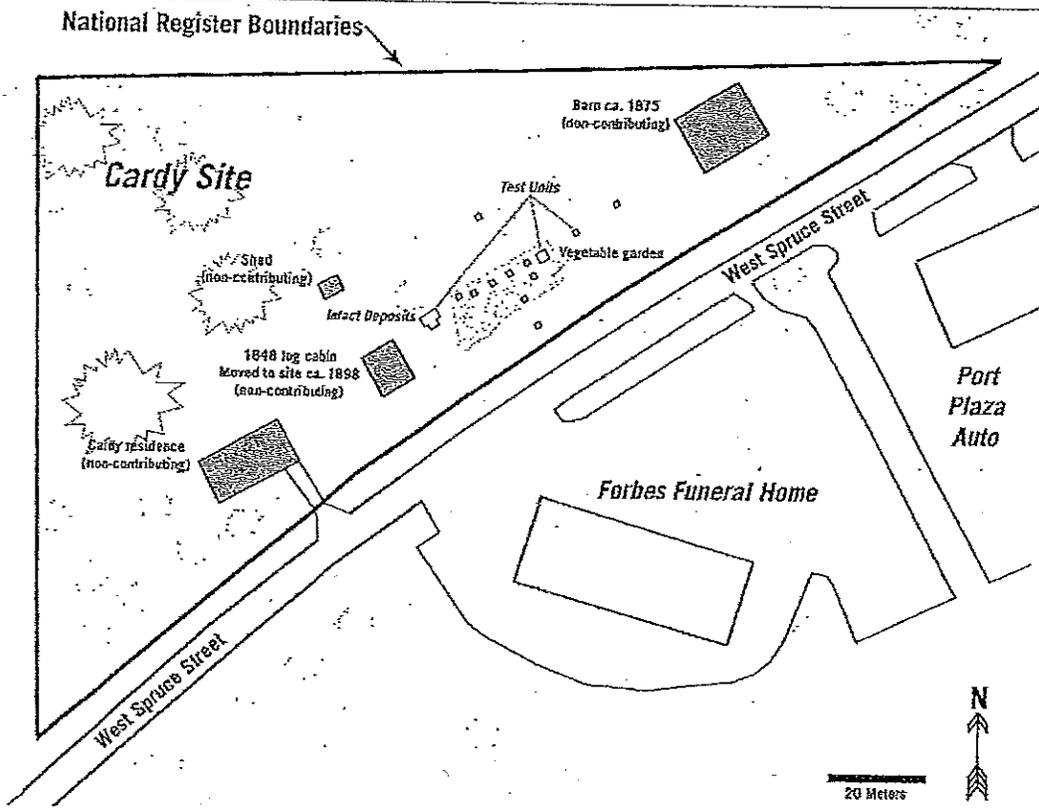


Figure Four: Map of the Cardy site, showing location of intact Gainey Complex deposits.

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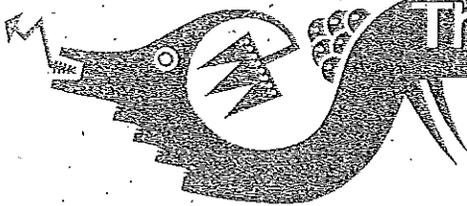
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Figure Five: Photograph of the Cardy site, showing current structures and site conditions.



# The Archaeological Conservancy

3620 N. High St. Suite 307  
Columbus, OH 43214  
(614) 267-1100  
Fax (614) 267-1901

January 26, 2011

Historic Preservation Commission  
City of Sturgeon Bay  
421 Michigan Street  
Sturgeon Bay, WI 54235

Dear Commission Members:

As the owner of the Cardy Paleoindian Camp Site, The Archaeological Conservancy enthusiastically supports its designation as an historic site under Chapter 28 of the Sturgeon Bay municipal code (Historic Preservation Code).

The Cardy Paleoindian Camp Site preserves the remains of an American Indian campsite dating to the end of the Ice Age about 11,000 years ago. It is thought that at that time the polar ice cap would have extended to within a few miles of the site, and the shore of Lake Michigan would have been much closer as well. Limited archaeological excavations at the Cardy site by Marquette University archaeologist David Overstreet determined that it possesses unusually well-preserved archaeological deposits. As a result, the Cardy Paleoindian Camp Site holds great potential for illuminating this remote period of Sturgeon Bay's past, when its climate and geography would have been quite different.

Human habitation sites of such antiquity are very rare in North America, and ones as well preserved as the Cardy Paleoindian Camp Site particularly so. In recognition of its potential to increase our understanding of human culture and society during this initial stage of the human occupation of the continent, The Cardy Paleoindian Camp Site has been listed on the Wisconsin State Register of Historic Places. Furthermore, it has been determined eligible for listing on the National Register of Historic Places, and will be so listed when the federal bureaucracy completes its paperwork.

The Archaeological Conservancy strongly believes that the Cardy Paleoindian Camp Site is worthy of designation as an historic site and would be honored to have it so designated by the city of Sturgeon Bay.

Yours truly,

Paul S. Gardner  
Midwest Regional Director



College  
of  
Menominee  
Nation

January 25, 2011

Historic Preservation Commission  
City of Sturgeon Bay  
421 Michigan Street  
Sturgeon Bay, WI 54235

Dear Commissioners:

I am writing to express my support for the designation of the Cardy Paleoindian Camp Site as an historic site under the provisions of Chapter 28 of the municipal code (Historic Preservation Code). The site, codified under the Smithsonian system as 47 Dr 79, has already been determined eligible for The National Register of Historic Places. This designation, made by the gubernatorial-appointed Review Board and supported by the Historic Preservation Division staff at the Wisconsin Historical Society, serves to underscore the significance and research potential of a very rare archaeological site.

The site was occupied at the end of the Wisconsin glacialiation and is situated on a landscape that would have been proximal to the front of the Green Bay lobe of the continental glacier. Its approximate age is about 11,000-11,500 calendar years.

Through the generosity of the Cardy family the site has been deeded to the Archaeological Conservancy, a national organization that has assumed the long-term responsibility for preservation and the guidance of future research. Furthermore, the site has been featured in *American Archaeology* (Vol. 14, No. 3:46-47, 2010). As that publication so ably states: "By preserving the site, researchers will have an opportunity to study human adaptation to the rapidly changing climatic conditions along the margins of the continental glaciers at the end of the last great ice age." It is indeed a site worthy of preservation and the designation by your Commission will serve to buttress the efforts put forth over several decades to interpret and preserve a resource with unparalleled research potential. Thank you for your consideration.

Sincerely,

David F. Overstreet, Ph.D.  
Senior Archaeologist  
Center for Cultural Research

Darrel E. Cardy ✕  
9925 Silver Creek Rd.  
Whitehall, MI 49461-9136

4 October, 2010

Mr. George Evenson  
Pres. Door County Historical Society  
4999 Ripp Rd.  
Sturgeon Bay, WI 54235

Dear George,

The purpose of this letter is to solicit the help of the Door County Historical Society and other community groups to help promote the cultural and historical value of the Cardy Paleoindian Camp Site located at 322 W. Spruce St. in Sturgeon Bay. This site was listed on the Wisconsin State Register of Historic Places on October 23, 2009 and in the National Register of Historic Places on April 19, 2010. Efforts are currently underway to receive National Landmark designation from the National Park Service.

There are many paleoindian sites in the state but archaeologists have indicated that this site is unique not only due to its northern location close to the receding glacier at the end of the last ice age ca. 11,000 rcybp but also due to the fact that the artifacts uncovered by Dr. David F. Overstreet in his exploratory work have been undisturbed since they were deposited there. Where did these hunter-gatherer people come from? How did they survive in this harsh environment and where did they get the chert stone materials for making tools? What did they hunt for? Is there a woolly mammoth buried on the site? Did they fish for food? What did the landscape look like? What type of plants and trees were growing near the edge of the glacier? These are just some of the questions that we hope to find answers to as research continues to define the culture of these ancient people and help us understand the peopling of North America.

The Cardy Family developed the following list of Objectives/Goals:

- a) Preserve the Property for its historic and cultural value
- b) Protect the Property and archaeological artifacts from private, commercial and/or civic encroachment
- c) Make the Property available for future archaeological study and other scientific research
- d) Promote public awareness and understanding of its historic and cultural value
- e) Establish perpetual care of the Property in a manner respectful of its neighbors.

The above are in direct alignment with the charter of The Archaeological Conservancy (TAC), a non-profit organization based in Albuquerque, NM. TAC manages over 400 archaeological sites around the US and has an excellent record for site preservation and management of research. On Sept. 1, 2010 the Clayton & Leona Cardy Trust donated 2.0 acres to TAC.

While we have no doubt about their commitment to meeting the Cardy Family Objectives/Goals we understand that promotion of public awareness and understanding of the sites historic and cultural values can be enhanced by local efforts. To this end, TAC is interested in developing close working relationships with local groups and organizations.

The Ice Ace Trail Alliance has stepped forward and plans to add the site to their trail to the Potawatomi State Park. Other organizations have offered support and we hope to establish the site as a City of Sturgeon Bay Historic Site in the near future.

A special thank you to Sally Everhardus and Bill Chaudoir for pulling together the impromptu meeting in the Economic Development offices on Sept. 15 following the passing of our mother, Leona a few days before. Living on the opposite side of Lake Michigan, as I do, I do not get over to the Sturgeon Bay area as often as I would like that is why we need to rely on organizations like yours to promote this opportunity.

Within the next few days I hope to send to you an electronic copy of Nomination (Form 10-900) that was submitted to the National Park Service for national registry of historic places. This document provides the supporting archaeological information about the site developed by Dr. David F. Overstreet, Dr. John H. Broihahn and myself.

In addition to the archaeological value, the site also offers important cultural and historic value about the settlement and development of the Sturgeon Bay area. Our family history dates back five generations to when Charles Cocagne developed a successful nursery business that shipped trees throughout the US and even to Japan in the mid 1800's. His property was bordered by what is now Hudson, Maple, Lansing streets and the new Hwy 42/57. Charles Cocagne himself was an active and colorful politician in the area and was at one time elected sheriff and responsible for weights & measures.

The old E. R. Cardy home at 322 W. Spruce St. is an 1848 log cabin and the barn was built by Charles Cocagne to replace one lost in the Great Pestigo Fire of 1871. If anyone is interested we can certainly elaborate on these and other historical tidbits about the site in the future.

Sincerely,



Darrel E. Cardy  
Phone: 231-894-5541  
E-mail: CardyD@aol.com

PUBLIC HEARING  
HISTORIC PRESERVATION COMMISSION  
TUESDAY, FEBRUARY 1, 2011

DESIGNATION OF HISTORICAL SITE FOR CARDY PALEOINDIAN CAMP,  
LOCATED AT 322/334 W. SPRUCE STREET.

Marty Olejniczak: Your packet does include the information that primarily is from designation on the state register of historic places. I hope you had a chance to look through that. In this case the boundaries are both parcels. There is a map at the back of the packet shows both parcels. The overall site would include both.

Chairperson Shelly Kerwin: Does it go down the street, the 322 is the smaller parcel and the 334 is the larger parcel?

Olejniczak: The other way around. The one thing I will point out, this is a bit different in that it is an archeological site. The history here is not in the buildings themselves. Although, the log cabin apparently dates back to the 18<sup>th</sup> century as does the barn. The focus of the request for historic status is the Paleoindian remains that have been found on the site. The big site is owned by the Archaeological Conservancy. The smaller parcel is still owned by the Clayton Cardy family.

Kerwin: There was much to read through in regard to the history of the site. We were all given the two letters. One from Mr. Overstreet and the other from Mr. Gardner in regards to this. I think it is also important to note that this is on the State Register of Historic Sites and has qualified, but has not been awarded the National Register. They have some umbrellas over them as it stands right now. I wish there was someone to answer questions why at this level is this significant if they've got a state designation and apparently going to be awarded a national. I don't know if you have any idea what that might mean.

Dennis Statz: I think that is just another layer that they would appreciate to support their contentions. In a sense we are the most least significant out of all of them.

Olejniczak: The letter in your packet, as well as the letters you received today does explain their purpose.

Kerwin: I guess this is part of the public hearing with the background information from Marty. Is there anyone here that wishes to present anything else? Anybody wish to speak in favor or against? Perfect. Come to the podium please. State your name and address.

Leo DeLair: Good afternoon. Leo DeLair, 1412 Cove Rd., Sturgeon Bay. The question is, my mother was born there and grew up there. On the Cardy family thing. Is that going to go into the historic site; too? The newer residence? Another question is: The buildings as far as the dedication to the Paleoindian site, they were not interested in the buildings at all. So, would they be torn down? Was there any history to be saved there? The two gentlemen you've read, they were at the dedication and I have talked to them and they said they were not really interested in the buildings. My questions is would any of them be saved? That house was moved from south of Sturgeon Bay in 1889 or 90, my grandfather moved it. That barn, it's the second barn. The first barn burned down.

The fire came through with the Peshtigo Fire. I have a lot of history papers and pictures at home. Thank you.

Kerwin: Interesting. Thank you very much. I personally don't know the answers to those questions. Do you? I know what their objective is, is what is in the ground.

Olejniczak: Both homes are part of the request. Because it is two parcels the Historic Commission could decide one is in and one is out. They could nominate one or both, or neither. We will find out shortly if it is both or not. The other question is about tearing them down. I don't know what the intent is of the Archaeological Conservancy. If they are indeed approved as historic structures or site, then any demolition work would have to be approved by the Historic Preservation Commission. This body would have oversight over those buildings even if those buildings aren't themselves historic. If they are in the site, they are governed by the Historic Preservation Commission.

Leo DeLair: If the buildings are being usable or are deemed for demolishing, who covers the expense for this? Maybe asbestos removal or anything like that. That would be quite a bit of funding there. Who put the sign up there? A board for notices. It is in the garden where the carrots used to be.

Olejniczak: The Conservancy put that up. The property owner. The property owner would be responsible. They may find funding through other sources, but the City would not get involved with paying for tearing it down.

Statz: Or if someone wanted to buy it and move it. Is that what you are getting at?

DeLair: Just curious because of the expenses. If they are going to do something like the Hanson House like refurbishing or having any of the items that used to be in that house. There are some collectables. Thank you.

Kerwin: Marty, do you know which of the two parcels the bulk of the digging went on?

Olejniczak: The larger parcel.

Kerwin: Anybody else want to add to our discussion? Mr. Mann.

Steve Mann: Thank you.

Olejniczak: This is the public hearing. I think there might be some letters.

Kerwin: If there is no one else that cares to speak we will close that part of the public hearing.

Secretary Cheryl Nault: We have 3 letters of correspondence. (letters were read and placed on file).

Kerwin: That will close the end of the public hearing.

The public hearing was declared closed at 12:45 p.m.

