



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA  
TUESDAY, MARCH 1, 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 – \$4,326,305.06, Capital Fund - \$814.00, Cable TV - \$6,540.36, Tourism Fund - \$72,500.00, TID #2 - \$56,705.85, TID #3 - \$27,462.50 and Solid Waste Enterprise - \$493.11 for a grand total of \$4,490,820.88. [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 the following Council minutes: 9/28/10 closed, 11/16/10 closed, 12/7/10 closed, 12/16/10 special & closed, & 2/15/11 regular.

\* b. Approval of the following minutes:

- (1) Personnel Committee Closed Session Excerpt – 12/2/09
- (2) Police & Fire Commission Closed Session – 7/6/10
- (3) Finance/Purchasing & Building Committee Closed Session – 8/31/10
- (4) Personnel Committee Closed Session – 10/20/10
- (5) Finance/Purchasing & Building Committee Closed Session – 10/26/10
- (6) Sturgeon Bay Utility Commission – 1/17/11
- (7) Finance/Purchasing & Building Committee – 2/8/11
- (8) Community Protection & Services Committee – 2/15/11
- (9) Personnel Committee – 2/16/11
- (10) City Plan Commission – 2/16/11
- (11) Waterfront Redevelopment Authority – 2/21/11
- (12) Parking & Traffic Committee – 2/21/11

\* c. Accept and place on file the following reports:

- (1) Fire Department Report – January 2011
- (2) Community Service Unit Report – January 2011
- (3) Street Department Report – January 2011

- \* d. Consideration of: Beverage Operator licenses.
  - \* e. Consideration of: Combination Class B license for Blind Dog, Inc. – 129 Madison Avenue.
  - \* f. Park & Recreation Committee & Board recommendation re: Approval of Sturgeon Bay Bicycle Master Plan.
  - \* g. Finance/Purchasing & Building Committee recommendation re: Approve the sale of Lot #9 in the Industrial Park to David Smith, President of HTF, Inc to expand his business according to development agreement with conditions.
  - \* h. Consideration of: Request from Miller Art Museum to serve wine for special receptions.
  - \* i. Consideration of: Disallowance of Claim Resolution for Carrie Counihan.
8. Mayoral appointments.
  9. Consideration of: Bid results for Egg Harbor Road & 14<sup>th</sup> Avenue improvements for the Wal-Mart redevelopment.
  10. Resolution re: Establish compost site fees.
  11. Community Protection & Services Committee recommendation re: Accept one year trial period for contractors to utilize City compost site on Division Road with conditions.
  12. Parking & Traffic Committee recommendation re: Charge the Wellness Center of Door County \$2,000 in lieu of providing six (6) additional parking spaces.
  13. Waterfront Redevelopment Authority recommendation re: Amendment for Development Contract for restaurant for Sturgeon Bay Waterfront Redevelopment.
  14. Public comment.
  15. Mayor's comments.
  16. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date:

Time:

By:

2/25/11  
 2:00pm  
 Olive

**CITY OF STURGEON BAY  
UNFINISHED BUSINESS  
February 15, 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)

**MAYOR:**

1. Execute contract with Milliman for GASB 45 Actuarial Valuation Services. (2/15/11)
2. Execute contract with County of Door for IS support. (2/15/11)

CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 03/01/11

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL FUND				
LIABILITIES				
MARINA	MARINA VIEW APARTMENTS, LLC	PHN SIGN REFUND	01-000-000-23168	50.00
TOTAL LIABILITIES				50.00
SHORE IMPROVEMENTS				
02220	BAYLAKE BANK	SHORE SITE	01-000-912-70000	306.61
02220		SHORE SITE	01-000-912-70001	6.39
TOTAL SHORE IMPROVEMENTS				313.00
TANDEM AXLE DUMP TRUCK				
13170	BOARD OF COMMISSIONERS OF	TANDEM AXLE	01-000-924-70000	27,646.13
13170		TANDEM AXLE	01-000-924-70001	1,244.07
TOTAL TANDEM AXLE DUMP TRUCK				28,890.20
MEDIUM DUTY STAKE TRUCK				
13170	BOARD OF COMMISSIONERS OF	MEDIUM DUTY STAKE TRUCK	01-000-925-70000	14,831.91
13170		MEDIUM DUTY STAKE TRUCK	01-000-925-70001	667.44
TOTAL MEDIUM DUTY STAKE TRUCK				15,499.35
FIRE PUMPER UNIT 1				
13170	BOARD OF COMMISSIONERS OF	PARTIAL MINI PUMPER	01-000-928-70000	26,214.33
13170		PARTIAL MINI PUMPER	01-000-928-70001	2,686.78
13170		2ND INSTALL FIRE VEHICLE	01-000-928-70000	25,018.84
13170		2ND INSTALL FIRE VEHICLE	01-000-928-70001	2,564.25
TOTAL FIRE PUMPER UNIT 1				56,484.20
CASE BACK HOE				
13170	BOARD OF COMMISSIONERS OF	BACK HOE	01-000-929-70000	18,690.82
13170		BACK HOE	01-000-929-70001	1,915.67
TOTAL CASE BACK HOE				20,606.49
RUBBER TIRED LOADER				
13170	BOARD OF COMMISSIONERS OF	RUBBER TIRE LOADER	01-000-934-70000	26,686.65
13170		RUBBER TIRE LOADER	01-000-934-70001	6,317.95
TOTAL RUBBER TIRED LOADER				33,004.60
REROOF W SIDE FIRE ST				
13170	BOARD OF COMMISSIONERS OF	WEST SIDE FIRE ROOF	01-000-935-70000	3,921.47
13170		WEST SIDE FIRE ROOF	01-000-935-70001	2,152.51
TOTAL REROOF W SIDE FIRE ST				6,073.98
MISC. CAPITAL EQ				
13170	BOARD OF COMMISSIONERS OF	POLICE SPILLMAN	01-000-936-70000	2,612.49
13170		POLICE SPILLMAN	01-000-936-70001	385.37
TOTAL MISC. CAPITAL EQ				2,997.86
BLEACHERS (BOYS LL & WS)				
13170	BOARD OF COMMISSIONERS OF	BOYS LL & WS BLEACHERS	01-000-941-70000	8,594.08

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CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/01/11

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL FUND				
13170	BLEACHERS (BOYS LL & WS)	BOYS LL & WS BLEACHERS	01-000-941-70001	1,267.72
TOTAL BLEACHERS (BOYS LL & WS)				9,861.80
13170	UNIT 5 FD PICK UP	UNIT 5 REPL 4 DOOR PICK UP	01-000-942-70000	4,555.27
13170	BOARD OF COMMISSIONERS OF	UNIT 5 REPL 4 DOOR PICK UP	01-000-942-70001	671.95
TOTAL UNIT 5 FD PICK UP				5,227.22
13170	TORO LAWN MOWERS (2)	2 TORO MOWERS	01-000-943-70000	2,484.56
13170	BOARD OF COMMISSIONERS OF	2 TORO MOWERS	01-000-943-70001	366.50
TOTAL TORO LAWN MOWERS (2)				2,851.06
13170	TECHNOLOGY UPGRADES	TECHNOLOGY UPGRADES	01-000-944-70000	2,679.56
13170	BOARD OF COMMISSIONERS OF	TECHNOLOGY UPGRADES	01-000-944-70001	434.05
TOTAL TECHNOLOGY UPGRADES				3,113.61
13170	SQUAD CARS (2)	2 SQUADS	01-000-945-70000	10,874.32
13170	BOARD OF COMMISSIONERS OF	2 SQUADS	01-000-945-70001	1,932.12
TOTAL SQUAD CARS (2)				12,806.44
13170	SQUAD AUDIO / VIDEO SYS	AUDIO/VISUAL EQUIPMENT SQUADS	01-000-946-70000	2,806.54
13170	BOARD OF COMMISSIONERS OF	AUDIO/VISUAL EQUIPMENT SQUADS	01-000-946-70001	475.23
TOTAL SQUAD AUDIO / VIDEO SYS				3,281.77
13170	SQUAD CAR RADIO UPGRADES	SQUAD CAR RADIO UPGRADES	01-000-947-70000	3,239.01
13170	BOARD OF COMMISSIONERS OF	SQUAD CAR RADIO UPGRADES	01-000-947-70001	524.68
TOTAL SQUAD CAR RADIO UPGRADES				3,763.69
13170	FD PICK-UP	FIRE CHIEF PICK UP	01-000-948-70000	6,098.07
13170	BOARD OF COMMISSIONERS OF	FIRE CHIEF PICK UP	01-000-948-70001	1,083.49
TOTAL FD PICK-UP				7,181.56
13170	OVERHEAD DOOR & P EYES	FD OVERHEAD PHOTO EYES	01-000-949-70000	952.50
13170	BOARD OF COMMISSIONERS OF	FD OVERHEAD PHOTO EYES	01-000-949-70001	225.50
TOTAL OVERHEAD DOOR & P EYES				1,178.00
13170	INSULATE WS FIRE STATION	FIRE DEPT INSTALLATION	01-000-950-70000	1,403.27
13170	BOARD OF COMMISSIONERS OF	FIRE DEPT INSTALLATION	01-000-950-70001	237.62
TOTAL INSULATE WS FIRE STATION				1,640.89

INVOICES DUE ON/BEFORE 03/01/11

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
STORM SEWER OUTLAY				
13170	BOARD OF COMMISSIONERS OF	STORM SEWER OUTLAY	01-000-951-70000	18,276.52
13170		STORM SEWER OUTLAY	01-000-951-70001	2,960.57
TOTAL STORM SEWER OUTLAY				21,237.09
REFUSE PACKER OVERHAUL				
13170	BOARD OF COMMISSIONERS OF	REFUSE PACKER OVERHAUL	01-000-952-70000	3,040.09
13170		REFUSE PACKER OVERHAUL	01-000-952-70001	540.16
TOTAL REFUSE PACKER OVERHAUL				3,580.25
REROOF MUNICIPAL SERVICES				
13170	BOARD OF COMMISSIONERS OF	ROOF MUNICIPAL SERVICES	01-000-954-70000	3,496.82
13170		ROOF MUNICIPAL SERVICES	01-000-954-70001	222.70
TOTAL REROOF MUNICIPAL SERVICES				3,719.52
WS R.STATION BATHROOM REM				
13170	BOARD OF COMMISSIONERS OF	FD WEST SIDE BATHROOM REMODLE	01-000-955-70000	3,182.91
13170		FD WEST SIDE BATHROOM REMODLE	01-000-955-70001	220.17
TOTAL WS R.STATION BATHROOM REM				3,403.08
WS F.STATION CARPET				
13170	BOARD OF COMMISSIONERS OF	FD WEST SIDE CARPET	01-000-956-70000	819.64
13170		FD WEST SIDE CARPET	01-000-956-70001	56.70
TOTAL WS F.STATION CARPET				876.34
DEFIBRILLATOR				
13170	BOARD OF COMMISSIONERS OF	FD DEFIBRILLATOR	01-000-957-70000	527.89
13170		FD DEFIBRILLATOR	01-000-957-70001	36.52
TOTAL DEFIBRILLATOR				564.41
RAZE GLESNER BUILDING				
13170	BOARD OF COMMISSIONERS OF	RAZE GLESNER BUILDING	01-000-959-70000	993.08
13170		RAZE GLESNER BUILDING	01-000-959-70001	58.20
TOTAL RAZE GLESNER BUILDING				1,051.28
FD HOSE				
13170	BOARD OF COMMISSIONERS OF	FD HOSE	01-000-960-70000	599.17
13170		FD HOSE	01-000-960-70001	41.44
TOTAL FD HOSE				640.61
REBUILD BALLFIELDS				
13170	BOARD OF COMMISSIONERS OF	REBUILD BALLFIELDS	01-000-961-70000	7,656.03
13170		REBUILD BALLFIELDS	01-000-961-70001	79.14
TOTAL REBUILD BALLFIELDS				7,735.17
TOTAL GENERAL FUND				257,633.47

INVOICES DUE ON/BEFORE 03/01/11

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
<b>GENERAL FUND</b>				
<b>MAYOR</b>				
03330	VALERIE CLARIZIO	MEAL REIMB	01-100-000-55600	19.58
04696	DOOR COUNTY TREASURER	01/11 INTERNET SERVICE	01-100-000-56700	2.50
THAD	THAD BIRMINGHAM	REIMB MEAL, MILEAGE & LODGING	01-100-000-55600	449.01
TOTAL				471.09
TOTAL MAYOR				471.09
<b>CITY CLERK-TREASURER</b>				
03330	VALERIE CLARIZIO	MEAL & LODGING REIMB	01-115-000-55600	117.91
03330		02/11 URGB MILEAGE	01-115-000-55600	40.80
04696	DOOR COUNTY TREASURER	01/11 INTERNET SERVICE	01-115-000-56700	10.00
13901	MTAW	2011 DUES	01-115-000-56000	40.00
17700	QUILL CORPORATION	END TAB FOLDERS	01-115-000-51950	31.32
TOTAL				240.03
TOTAL CITY CLERK-TREASURER				240.03
<b>ADMINISTRATION</b>				
03330	VALERIE CLARIZIO	MEAL REIMB	01-120-000-55600	17.73
04696	DOOR COUNTY TREASURER	01/11 INTERNET SERVICE	01-120-000-56700	5.00
17700	QUILL CORPORATION	OFFICE SUPPLIES	01-120-000-51950	12.58
MCNEIL	STEVE MCNEIL	REIMB LODGING & GAS	01-120-000-55600	335.80
TOTAL				371.11
TOTAL ADMINISTRATION				371.11
<b>COMPUTER</b>				
03101	CDW GOVERNMENT, INC.	9 HP USB POWERED SPEAKERS	01-125-000-55500	268.74
04696	DOOR COUNTY TREASURER	01/11 TECH SUPPORT	01-125-000-55550	2,500.00
TOTAL				2,768.74
<b>ADMIN. COMPUTER</b>				
17700	QUILL CORPORATION	INK CART	01-125-201-51950	60.29
17700		LABELS & BUSINESS CARDS	01-125-201-52800	45.08
TOTAL ADMIN. COMPUTER				105.37
TOTAL COMPUTER				2,874.11
<b>CITY ASSESSOR</b>				
01740	ASSESSMENT TECHNOLOGIES	WEBINAR	01-130-000-55600	110.00
04696	DOOR COUNTY TREASURER	01/11 INTERNET SERVICE	01-130-000-56700	7.50
ASSO APP	ASSOCIATED APPRAISAL	03/01/11 CONTRACT	01-130-000-55010	937.50
MEUW	MUNICIPAL ELECTRIC UTILITIES	SAFETY COORDINATION PROGRAM	01-130-000-55605	731.67

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CITY OF STURGEON BAY  
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INVOICES DUE ON/BEFORE 03/01/11

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
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GENERAL FUND				
CITY ASSESSOR				
			TOTAL	1,786.67
			TOTAL CITY ASSESSOR	1,786.67
BUILDING/ZONING CODE ENFORCEMT				
04696	DOOR COUNTY TREASURER	01/11 INTERNET SERVICE	01-140-000-56700	2.50
			TOTAL	2.50
			TOTAL BUILDING/ZONING CODE ENFORCEMT	2.50
MUNICIPAL SERVICES ADMIN.				
03075	CARQUEST OF DOOR COUNTY	BATTERY	01-145-000-56250	87.90
03133	CELLCOM WISCONSIN RSA 10	CELL SERVICE	01-145-000-58250	40.84
03133		CELL SERVICE	01-145-000-58250	12.76
04696	DOOR COUNTY TREASURER	01/11 INTERNET SERVICE	01-145-000-56700	5.00
06570	FORESTRY SUPPLIERS INC	FIBERGLASS TAPE	01-145-000-52700	22.50
06570		ENGINEERS TAPE	01-145-000-52700	27.00
06570		SHIPPING	01-145-000-52700	13.37
MEUW	MUNICIPAL ELECTRIC UTILITIES	SAFETY COORDINATION PROGRAM	01-145-000-55605	855.00
			TOTAL	1,064.37
			TOTAL MUNICIPAL SERVICES ADMIN.	1,064.37
PUBLIC WORKS ADMINISTRATION				
03133	CELLCOM WISCONSIN RSA 10	CELL SERVICE	01-150-000-58250	43.63
04575	DOOR COUNTY HARDWARE	SNOW PUSHER	01-150-000-54999	51.59
04696	DOOR COUNTY TREASURER	01/11 INTERNET SERVICE	01-150-000-56700	8.75
06012	EASTENAL COMPANY	WINTER GUARD	01-150-000-54999	20.99
MEUW	MUNICIPAL ELECTRIC UTILITIES	SAFETY COORDINATION PROGRAM	01-150-000-55605	855.00
			TOTAL	979.96
			TOTAL PUBLIC WORKS ADMINISTRATION	979.96
ELECTIONS DEPARTMENT				
02216	BAY VIEW LUTHERAN CHURCH	02/11 RENT	01-155-000-57650	110.00
04975	ECONO FOODS	DONUTS & COFFEE	01-155-000-54999	16.74
19800	STURGEON BAY JAYCEES	02/11 RENT	01-155-000-57650	110.00
			TOTAL	236.74
			TOTAL ELECTIONS DEPARTMENT	236.74
CITY HALL				

INVOICES DUE ON/BEFORE 03/01/11

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
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GENERAL FUND				
CITY HALL				
03806	CUMMINS NPOWER, LLC	DIAGNOSIS BACKUP REPL BTRIES	01-160-000-58999	817.91
04696	DOOR COUNTY TREASURER	01/11 INTERNET SERVICE	01-160-000-56700	2.50
08280	HILL BUILDING MAINTENANCE INC	01/11 CH CLEANING	01-160-000-55300	977.21
CINTAS	CINTAS FIRE PROTECTION	2 BATTERIES ELEVATOR EXIT LGT	01-160-000-58999	90.00
CINTAS		SERVICE CHARGE	01-160-000-58999	20.00
MEUW	MUNICIPAL ELECTRIC UTILITIES	SAFETY COORDINATION PROGRAM	01-160-000-55605	308.33
TOTAL				2,215.95
TOTAL CITY HALL				2,215.95
GENERAL EXPENDITURES				
02960	C & W AUTO	TOWING CHARGES FOR TRACKLESS	01-199-000-51525	75.00
08167	GANNETT WISCONSIN NEWSPAPERS	CC MINUTES & SPEC MEETING	01-199-000-57450	301.60
09225	INFINITY TECHNOLOGY INC	2011 ANNUAL HOSTING FEES	01-199-000-51100	600.00
13875	MUNICIPAL CODE CORP	ORDINANCES ON WEB SITE	01-199-000-51100	400.00
TOTAL				1,376.60
TOTAL GENERAL EXPENDITURES				1,376.60
POLICE DEPARTMENT				
04696	DOOR COUNTY TREASURER	01/11 INTERNET SERVICE	01-200-000-56700	35.00
04696		TECH SUPPORT	01-200-000-58999	7,273.08
15890	PACK AND SHIP PLUS	REUTRN AMMO	01-200-000-57250	25.78
19368	STAGE COACH CAR WASH LLC	50 CAR WASH TOKENS	01-200-000-58600	300.00
22800	WALMART COMMUNITY	RETURN JUMP START	01-200-000-58600	-49.77
TOTAL				7,584.09
TOTAL POLICE DEPARTMENT				7,584.09
POLICE DEPARTMENT/PATROL				
03133	CELLCOM WISCONSIN RSA 10	MONTHLY ROUTER FEE	01-215-000-58999	307.68
03133		MONTHLY ROUTER FEE	01-215-000-58999	1,128.16
22800	WALMART COMMUNITY	AMMO	01-215-000-51050	59.91
22800		AMMO	01-215-000-51050	104.91
ALBERTSO	JASON ALBERTSON	SWAT TRNG MEALS	01-215-000-55600	67.44
HENRY	CLINT HENRY	SWAT TRNG MEALS & LODGING	01-215-000-55600	237.37
R0000608	AUTO ZONE, INC	RETURN	01-215-000-52850	-19.71
R0000608		JUMP STARTER	01-215-000-52850	63.99
TOTAL				1,949.75
TOTAL POLICE DEPARTMENT/PATROL				1,949.75
FIRE DEPARTMENT				
02001	RED THE UNIFORM TAYLOR	UNIFORM PANTS MARK SMITH	01-250-000-52900	206.17

INVOICES DUE ON/BEFORE 03/01/11

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
FIRE DEPARTMENT				
02001		UNIFORM JACKET DROVER	01-250-000-52900	142.88
02001		UNIFORM JACKET STERNARD	01-250-000-52900	142.88
02185	BAY AREA GARMENTS AND SPEC	UNIFORMS	01-250-000-52900	1,600.88
03075	CARQUEST OF DOOR COUNTY	BULB	01-250-000-53000	6.18
03075		BATTERIES UNIT #1	01-250-000-53000	348.99
03075		MIRROR	01-250-000-53000	13.26
03075		RETURN BATTERY	01-250-000-53000	-45.00
03075		OIL DRY	01-250-000-54999	70.80
03075		MARINE CLNR, METAL PREP/PAINT	01-250-000-53000	57.45
03133	CELLCOM WISCONSIN RSA 10	CELL SERVICE	01-250-000-58250	7.09
03133		CELL SERVICE	01-250-000-58250	8.35
04545	DOOR COUNTY COOPERATIVE	SHOVEL	01-250-000-52700	3.99
04545		BATTERY	01-250-000-53000	191.18
04545		CORE CHARGE REFUND	01-250-000-53000	-10.00
04696	DOOR COUNTY TREASURER	01/11 INTERNET SERVICE	01-250-000-56700	12.50
06400	FIVE ALARM FIRE SAFETY	GLOVES	01-250-000-52900	58.00
08140	HEIMAN FIRE EQUIPMENT, INC.	VALVE	01-250-000-51350	352.90
13360	MENARDS-GREEN BAY EAST	RANGEHOOD	01-250-000-51350	38.98
19880	STURGEON BAY UTILITIES	MEM FLD SPRINKLER	01-250-000-56675	21.30
19880		MEM FLD WARMING HOUSE	01-250-000-56675	21.30
19880		SALT SHED	01-250-000-56675	2.70
19880		CITY GARAGE	01-250-000-56675	21.30
19880		N 7TH AVE GARLAND PARK	01-250-000-56675	2.70
19880		DUCK POND	01-250-000-56675	2.70
19880		SUNSET CNTR/NEW CONC	01-250-000-56675	21.30
19880		FRANK GRASSE MEM SHELTER	01-250-000-56675	6.70
19880		OTUMBA PARK	01-250-000-56675	2.70
19880		WEST SIDE WARMING HOUSE	01-250-000-56675	2.70
19880		WEST SIDE FIRE STATION	01-250-000-56150	134.56
19880		WEST SIDE FIRE STATION	01-250-000-56675	21.30
19880		WEST SIDE FIRE STATION	01-250-000-56675	21.30
19880		WEST SIDE FIRE STATION	01-250-000-56675	92.14
19880		38 S NEENAH AVE PAVILLION	01-250-000-56675	2.70
19880		JC FIELD STAND	01-250-000-56675	9.90
19880		MICH ST JC BALLFIELD SPRINKLER	01-250-000-56675	21.30
19880		WEST SIDE BALLFIELD	01-250-000-56675	2.70
19880		GIRLS LITTLE LEAGUE	01-250-000-56675	21.30
19880		FIRE PROTECTION	01-250-000-56675	17,441.50
19880		N 14TH WARNING SIREN	01-250-000-56150	8.25
19880		COVE RD/CANAL RD SIREN	01-250-000-56150	14.72
19880		SUNSET PARK STAR PLANT	01-250-000-56675	21.30
19880		N 14TH AVE DOG POUND	01-250-000-56675	2.70
19880		CHERRY BLOSSOM PRK	01-250-000-56675	6.70
19880		CLAY BANKS SIREN	01-250-000-56150	15.46
22800	WALMART COMMUNITY	SMALL TOOLS	01-250-000-52700	175.21
22800		CLEANING SUPPLIES	01-250-000-54999	138.96
22800		OFFICE SUPPLIES	01-250-000-51950	31.26
23896	MIKE WRIIT	UNIFORM HAT	01-250-000-52900	7.00
CARD	CARDMEMBER SERVICE	GROUT STAIN	01-250-000-56250	63.00
CARD		BACK UP MONITOR	01-250-000-53000	284.38
CARD		LODGING EMS CONF	01-250-000-55600	630.00
CARD		TRAINING VIDEOS	01-250-000-55600	129.95
PAULCONW	PAUL CONWAY SHIELDS	BOOTS	01-250-000-51350	114.50
PAULCONW		BOOTS	01-250-000-52900	200.00
TOTAL				22,903.61
TOTAL FIRE DEPARTMENT				22,903.61

INVOICES DUE ON/BEFORE 03/01/11

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
ROADWAYS/STREETS				
08225	HERLACHE SMALL ENGINE	CARB KIT	01-400-000-51400	11.95
08225		FUEL FILTER	01-400-000-51400	5.75
08225		FUEL LINE	01-400-000-51400	2.00
08225		AIR FILTER	01-400-000-51400	4.65
08225		6 SPARK PLUGS	01-400-000-51400	18.00
08225		AIR FILTER, COVER, PLATE, BOLT	01-400-000-51400	12.20
08225		THROTTLE CABLE	01-400-000-51400	11.45
08225		THROTTLE CONTROL KIT	01-400-000-51400	25.20
11800	KRUEGER IMPLEMENT INC	2 BRUSH BLADES	01-400-000-51400	55.80
TOTAL				147.00
TOTAL ROADWAYS/STREETS				147.00

SNOW REMOVAL

04575	DOOR COUNTY HARDWARE	WIRE & DRILL BIT	01-410-000-54999	51.04
06012	FASTENAL COMPANY	HCS 3/8-16-4 Z5	01-410-000-51400	17.48
06012		NYLOCK NE	01-410-000-51400	5.28
06012		NYLOCK NE 1 1/4-7Z	01-410-000-51400	10.55
06012		3/4-10 A1942 H	01-410-000-51400	41.60
06012		3/4-10 A194 2 H	01-410-000-51400	-41.60
06012		SCREWS & WASHERS	01-410-000-51400	12.33
06012		SHEER BOLTS	01-410-000-51400	14.14
06012		20 GRADE 8 BOLTS	01-410-000-51400	8.71
06012		CABLE	01-410-000-51400	2.33
06012		BOLTS & NUTS	01-410-000-51400	111.02
06012		5/8-11A194 2 H	01-410-000-51400	21.89
13655	MONROE TRUCK EQUIPMENT, INC	SALTIER SPINNER MOTOR	01-410-000-51400	183.20
13825	MORTON SALT	201.97 TONS SALT	01-410-000-52400	10,956.87
WAUAS	WAUSAU EQUIPMENT CO INC	REPIAR SMOGO BLOWER	01-410-000-51400	5,200.00
TOTAL				16,594.84
TOTAL SNOW REMOVAL				16,594.84

STREET SIGNS AND MARKINGS

04575	DOOR COUNTY HARDWARE	SANDDISC & TACKS	01-420-000-52100	11.56
19297	SHORE TO SHORE RENTAL, INC	REVERSE FLOW CHECK VALVES	01-420-000-52550	62.95
TOTAL				74.51
TOTAL STREET SIGNS AND MARKINGS				74.51

STREET MACHINERY

02005	BAY ELECTRONICS, INC.	CHECK BASE RADIO	01-450-000-57550	63.75
03075	CARQUEST OF DOOR COUNTY	FUSES	01-450-000-52150	7.98
03075		BUY LB3163	01-450-000-52150	69.40
03075		FREIGHT	01-450-000-52150	8.68
03075		MINI LAMPS	01-450-000-52150	3.00
03075		CLEANER, DEICER, FUSE, CLAMP	01-450-000-52150	29.71

INVOICES DUE ON/BEFORE 03/01/11

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
STREET MACHINERY				
03075		HI-POP OIL	01-450-000-52050	30.35
03075		MOLY ULTRA RED	01-450-000-52050	99.60
03075		PLUG	01-450-000-52150	5.99
03075		OIL FILTER & FUSE	01-450-000-52150	31.58
03075		LANTERN BATTERY	01-450-000-52150	4.99
03075		MINI LAMPS	01-450-000-52150	13.41
03075		MINI LAMPS	01-450-000-52150	9.90
03075		MINI LAMPS, FUSE BOX, OIL FLTR	01-450-000-52150	130.68
03075		HYD OIL	01-450-000-52050	95.97
03075		PLUG, SOCKET, JUNCTION BOX	01-450-000-51400	23.97
04575	DOOR COUNTY HARDWARE	TAPE MEASURE	01-450-000-52700	20.00
04575		GLUE & CAULK	01-450-000-51400	17.48
04575		GLUE	01-450-000-51400	4.49
04603	HALRON LUBRICANTS INC	USED FILTER PICK UP CHARGE	01-450-000-52050	35.00
06012	FASTENAL COMPANY	6-6 VOLT BATTERIES	01-450-000-52150	57.41
06012		STOCK ORDER	01-450-000-51400	189.32
16600	POLK DIESEL AND MACHINE, INC.	REBUILD CLUTCH PACK IN TRANS	01-450-000-51400	1,144.86
16600		4 GALLONS TRANSYND TRANS FLUID	01-450-000-52050	165.64
19965	SUPERIOR SIGNALS INC	2 OVAL STROBE LIGHTS	01-450-000-51400	99.34
20725	T R COCHART TIRE CENTER	FLAT REPAIR	01-450-000-52850	15.00
20725		TIRE MOUNT/DISMOUNT DISPOSAL	01-450-000-52850	413.00
DC AUTO	DC AUTOMOTIVE	TOWING CHARGES FOR TRUCK #22	01-450-000-51400	422.50
GREEN BA	GREEN BAY REBUILDERS, LLC	REBUILT STARTER	01-450-000-51400	195.00
GREEN BA		REBUILT ALTERNATOR	01-450-000-51400	120.00
TOTAL				3,528.00
TOTAL STREET MACHINERY				3,528.00
CITY GARAGE				
04545	DOOR COUNTY COOPERATIVE	10 FLASHLIGHT BULBS	01-460-000-55300	10.70
04545		LP GAS HEATER	01-460-000-54999	149.99
04575	DOOR COUNTY HARDWARE	FASTNERS	01-460-000-56250	5.76
04575		FASTNERS	01-460-000-55300	4.44
19880	STURGEON BAY UTILITIES	SALT SHED	01-460-000-56150	8.15
19880		CITY GARAGE	01-460-000-56150	1,093.37
19880		CITY GARAGE	01-460-000-58650	157.93
19959	SUPERIOR CHEMICAL CORP	CASE NATURES BLEND	01-460-000-54999	160.05
19959		CASE SPARKLE	01-460-000-54999	126.85
19959		SHIPPING	01-460-000-54999	23.07
TOTAL				1,740.31
TOTAL CITY GARAGE				1,740.31
CELEBRATION & ENTERTAINMENT				
04575	DOOR COUNTY HARDWARE	HUNGE & DOOR HOLDER	01-480-000-51550	25.45
14962	NORTHERN TOOL EQUIPMENT CO	RATCHET TIE DOWNS	01-480-000-51550	92.84
TOTAL				118.29
TOTAL CELEBRATION & ENTERTAINMENT				118.29

INVOICES DUE ON/BEFORE 03/01/11

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
HIGHWAYS - GENERAL				
19880	STURGEON BAY UTILITIES	TRFC WARNING LIGHT ELM & CTY C	01-499-000-58000	2.75
TOTAL				2.75
TOTAL HIGHWAYS - GENERAL				2.75
PARK & RECREATION ADMIN				
03133	CELLCOM WISCONSIN RSA 10	CELL SERVICE	01-500-000-58250	9.79
03133		CELL SERVICE	01-500-000-58250	95.36
03133		CELL SERVICE	01-500-000-58250	7.00
04696	DOOR COUNTY TREASURER	01/11 INTERNET SERVICE	01-500-000-56700	3.75
22800	WALMART COMMUNITY	20 FOLDERS	01-500-000-51950	15.40
CARD	CARDMEMBER SERVICE	25 TICKETS GAMBLERS GAME	01-500-000-52250	275.00
HARBOR L	HARBOR LADY CRUISES, LLC	BUS FEES GAMBLERS GAME	01-500-000-52250	300.00
TEAM	TEAM LEADERSHIP CENTER, INC	DEPOSIT FOR SUMMER FIELD TRIP	01-500-000-52250	300.00
TOTAL				1,006.30
TOTAL PARK & RECREATION ADMIN				1,006.30
PARKS AND PLAYGROUNDS				
08225	HERLACHE SMALL ENGINE	AIR CLEANER	01-510-000-51400	24.25
08225		RECOIL ASSEMBLY	01-510-000-51400	24.90
08225		4 AIR FILTERS	01-510-000-51400	11.80
11800	KRUEGER IMPLEMENT INC	TANK CAP	01-510-000-54999	7.94
16575	PIP PRINTING	HISTORIC SIGN POSTER	01-510-000-54999	9.39
19880	STURGEON BAY UTILITIES	MEM FLD WARMING HOUSE	01-510-000-56150	133.51
19880		MEM FLD WARMING HOUSE	01-510-000-58650	406.94
19880		N 7TH AVE GARLAND PARK	01-510-000-56150	8.00
19880		N 7TH AVE GARLAND PARK	01-510-000-58650	9.29
19880		SUNSET CNTR/NEW CONC	01-510-000-56150	105.30
19880		SUNSET CNTR/NEW CONC	01-510-000-58650	47.23
19880		FRANK GRASSE MEM SHELTER	01-510-000-56150	16.51
19880		OTUMBA PARK	01-510-000-56150	18.17
19880		WEST SIDE WARMING HOUSE	01-510-000-56150	8.15
19880		JC FIELD STAND	01-510-000-56150	8.00
19880		FLAG LIGHT 5TH & MICHIGAN	01-510-000-56150	29.40
19880		MEM FLD	01-510-000-56150	12.10
19880		MEM FLD PARKING LOT	01-510-000-56150	151.80
19880		WEST SIDE BALLFIELD	01-510-000-56150	8.00
19880		GIRLS LITTLE LEAGUE	01-510-000-56150	392.32
19880		MEM FLD BASEBALL PB	01-510-000-56150	8.15
19880		OTUMBA PARK	01-510-000-56150	201.10
19880		OTUMBA PARK STREET LIGHTS	01-510-000-56150	117.60
19880		QUINCY/BAY SHIP PIT	01-510-000-58650	21.30
19880		FLORIDA ST/SUNSET PARK	01-510-000-56150	15.04
19880		N 14TH AVE DOG POUND	01-510-000-56150	12.95
19880		CHERRY BLOSSOM PRK	01-510-000-56150	12.53
23895	WRIGHT INDUSTRIAL SUPPLY, INC	CASE DEODORIZER	01-510-000-54999	86.16
23895		2 DISPENSORS	01-510-000-54999	117.56
WEYERS	WEYERS EQUIPMENT, INC	STRING TRIMMER PARTS	01-510-000-54999	19.03
TOTAL				2,044.42

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CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/01/11

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
PARKS AND PLAYGROUNDS				
TOTAL PARKS AND PLAYGROUNDS				2,044.42
MUNICIPAL DOCKS				
19880	STURGEON BAY UTILITIES	36 S NEENAH PARK LOT LIGHTS	01-550-000-56150	157.69
19880		38 S NEENAH AVE PAVILLION	01-550-000-56150	118.03
19880		36 S NEENAH AVE RESTROOMS	01-550-000-56150	96.76
TOTAL				372.48
TOTAL MUNICIPAL DOCKS				372.48
WATER WEED MANAGEMENT				
LYNCH'S	LYNCH'S BLUFF CAMPGROUND AND	SHRINK WRP HRVSTRM, ELEV, TRNSP	01-560-000-58999	2,520.00
TOTAL				2,520.00
TOTAL WATER WEED MANAGEMENT				2,520.00
WATERFRONT PARKS & WALKWAYS				
19880	STURGEON BAY UTILITIES	DCQM WALKWAY LIGHTS	01-570-000-56150	32.58
19880		DCQM PARKING LOT LIGHTS	01-570-000-56150	132.49
TOTAL				165.07
TOTAL WATERFRONT PARKS & WALKWAYS				165.07
EMPLOYEE BENEFITS				
03780	COUNSELING ASSOCIATES OF DC	MONTHLY EAP	01-600-000-56553	380.00
TOTAL				380.00
TOTAL EMPLOYEE BENEFITS				380.00
COMMUNITY & ECONOMIC DEVLPMT				
04696	DOOR COUNTY TREASURER	01/11 INTERNET SERVICE	01-900-000-56700	5.00
TOTAL				5.00
TOTAL COMMUNITY & ECONOMIC DEVLPMT				5.00
TOTAL GENERAL FUND				330,389.02

CAPITAL FUND  
COMPUTER

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INVOICES DUE ON/BEFORE 03/01/11

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAPITAL FUND				
COMPUTER				
03101	CDW GOVERNMENT, INC.	MONITOR	10-125-000-59040	134.00
TOTAL				134.00
TOTAL COMPUTER				134.00
PARKS AND PLAYGROUNDS				
EXPENSE				
LILY BAY	LILY BAY SAND & GRAVEL LLC	170 CU YARDS SAND	10-510-000-59075	680.00
TOTAL EXPENSE				680.00
TOTAL PARKS AND PLAYGROUNDS				680.00
TOTAL CAPITAL FUND				814.00

CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
04696	DOOR COUNTY TREASURER	01/11 INTERNET	21-000-000-56700	100.00
15890	PACK AND SHIP PLUS	RETURN EQUIPMENT	21-000-000-56250	27.45
22800	WALMART COMMUNITY	DVD'S & CASES	21-000-000-51950	68.46
22800		DVD'S & INK CARTS	21-000-000-51950	119.79
B&H	B&H PHOTO -VIDEO-PRO AUDIT	CAMERA CASE, COVER, BATTERY	21-000-000-59070	420.90
B&H		FILTER, ADAPTERS, MIC, LITE	21-000-000-52700	487.37
B&H		FLASH CARDS	21-000-000-59070	739.80
B&H		FLASH CARD	21-000-000-52700	9.95
MANN	MANN COMMUNICATIONS, LLC	03/01/11 CONTRACT	21-000-000-55015	4,390.00
MANN		COUNCIL PREVIEWS	21-000-000-58999	115.00
MANN		DVD DUBS TO LIBRARY	21-000-000-58999	30.00
MANN		CABLE	21-000-000-52700	31.64
TOTAL CABLE TV / GENERAL				6,540.36
TOTAL CABLE TV / GENERAL				6,540.36
TOTAL CABLE TV				6,540.36

TOURISM FUND				
TOURISM COMMITTEE / GENERAL				
TOURISM COMMITTEE / GENERAL				
19730	STURGEON BAY VISITOR CENTER	2011 ANNUAL SUPPORT	24-000-000-57800	72,500.00
TOTAL TOURISM COMMITTEE / GENERAL				72,500.00
TOTAL TOURISM COMMITTEE / GENERAL				72,500.00
TOTAL TOURISM FUND				72,500.00

TID #2 DISTRICT  
 TID DISTRICT #2

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CITY OF STURGEON BAY  
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INVOICES DUE ON/BEFORE 03/01/11

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
TID #2 DISTRICT				
TID DISTRICT #2				
TID #2 A AREA BONDS - DVL				
13170	BOARD OF COMMISSIONERS OF	TID #2 AMENDED AREA SHIPYARD	25-320-931-70000	16,874.20
13170		TID #2 AMENDED AREA SHIPYARD	25-320-931-70001	18,196.66
13170		TID #2 SPLLC	25-320-931-70000	5,785.80
13170		TID #2 SPLLC	25-320-931-70001	6,840.00
13170		INSTALL INFRASTRUCTURE	25-320-931-70000	2,924.60
13170		INSTALL INFRASTRUCTURE	25-320-931-70001	3,457.46
13170		TID #2 SPLLC	25-320-931-70000	1,264.04
13170		TID #2 SPLLC	25-320-931-70001	1,363.09
		TOTAL TID #2 A AREA BONDS - DVL		56,705.85
		TOTAL TID DISTRICT #2		56,705.85
		TOTAL TID #2 DISTRICT		56,705.85
TID #3 DISTRICT				
TID #3 DISTRICT				
\$1.685 NOTES				
02220	BAYLAKE BANK	TID #3 WIRE TECH	27-330-937-70001	27,462.50
		TOTAL \$1.685 NOTES		27,462.50
		TOTAL TID #3 DISTRICT		27,462.50
		TOTAL TID #3 DISTRICT		27,462.50
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
03075	CARQUEST OF DOOR COUNTY	HUB OIL	60-000-000-52050	16.02
03075		TURN/TAIL LAMP	60-000-000-53000	4.03
04575	DOOR COUNTY HARDWARE	HOSE	60-000-000-53000	10.99
04575		HARDWARE	60-000-000-53000	2.38
04575		FASTNERS	60-000-000-53000	0.58
12900	MACHINE SERVICE INC	REBUILT DRIVESHAFT	60-000-000-53000	370.84
LODAL	LODAL , INC	LOW AIR PRESSURE SWITCH	60-000-000-53000	51.87
LODAL		LIMIT SWITCH & ROLLER ARM	60-000-000-53000	36.40
		TOTAL SOLID WASTE ENTERPRISE FUND		493.11
		TOTAL SOLID WASTE ENTERPRISE FUND		493.11
		TOTAL SOLID WASTE ENTERPRISE		493.11
		TOTAL ALL FUNDS		494,904.84

**MANUAL CHECKS**

Benefit Advantage 02/04/11 Check #67483 Cobra fees 01-600-000-50510	\$ 160.50
Shell Fleet Credit Card 02/04/11 Check #67484 Out of town fuel 01/21/000/51650	\$ 44.27
Door County Treasurer 02/10/11 Check #67491 DNR Pilt 01-000-000-24310	\$ 628.44
Minnesota Life Insurance 02/10/11 Check #67492 Life Insurance 01-600-000-50552	\$ 1,692.53
NWTC 02/10/11 Check #67493 DNR Pilt 01-000-000-24640	\$ 295.79
Sturgeon Bat School District 02/10/11 Check #67495 DNR Pilt 01-000-000-24610	\$ 1,878.11
WI Dept of Natural Resources 02/10/11 Check #67496 DNR Pilt 01-000-000-24320	\$ 31.11
BP Amoco 02/14/11 Check #67498	\$ 43.55

Out of town fuel  
01-215-000-51650

Secap Financial \$ 179.86  
02/14/11  
Check #67500  
Quarterly postage machine fee  
01-199-000-57250

Door County Treasurer \$ 947,117.90  
02/15/11  
Check #67501  
02/11 Tax settlement  
01-000-000-24212

NWTC Green Bay \$ 422,732.30  
02/15/11  
Check #67502  
02/11 Tax settlement  
01-000-000-24640

Sevastopol School District \$ 39,094.22  
02/15/11  
Check #67503  
02/11 Tax settlement  
01-000-000-24630

Southern Door School District \$ 123,818.20  
02/15/11  
Check #67504  
02/11 Tax settlement  
01-000-000-24620

Sturgeon Bay School District \$ 2,458,199.26  
02/15/11  
Check #67505  
02/11 Tax settlement  
01-000-000-24610

**TOTAL MANUAL CHECKS \$ 3,995,916.04**

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CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/01/11

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

GENERAL FUND	<del>330,389.02</del>	4,326,305.06
CAPITAL FUND	814.00	
CABLE TV	6,540.36	
TOURISM FUND	72,500.00	
TID #2 DISTRICT	56,705.85	
TID #3 DISTRICT	27,462.50	
SOLID WASTE ENTERPRISE	493.11	
TOTAL --- ALL FUNDS	<del>494,904.84</del>	4,490,820.88

*Janna Oleyka Jr.* 2/22/2011  
*Erny B. Wajda* 2/22/2011  
*Richard A.* 2/22/2011

CLOSED SESSION  
COMMON COUNCIL  
September 28, 2010

The closed session of the Common Council was convened by Mayor Birmingham at 5:34 p.m. Ald. Wiegand, Vandertie, Lodi, Benzshawel, and Schlicht were present. Abeyta and Mann were excused. Also present: City Administrator McNeil, Assistant City Administrator Allen, and Labor Attorney Cliff Buelow (via phone) and City Clerk Reinhardt.

Discussion took place regarding collective bargaining.

Wiegand/Benzshawel to reconvene in open session. Carried. The meeting reconvened in open session at 6:03 p.m. and adjourned at 6:05 p.m.

Respectfully submitted,

*Stephanie L. Reinhardt*

Stephanie L. Reinhardt  
City Clerk

Approved for publication:

By: *Stephanie L. Reinhardt*

Date: 2.15.11

CLOSED SESSION  
COMMON COUNCIL  
November 16, 2010

The closed session of the Common Council was convened by Mayor Birmingham at 7:44 p.m. Ald. Wiegand, Vandertie, Lodi, Abeyta, Mann, Benzshawel, and Schlicht were present. Also present: City Administrator McNeil and Assistant City Administrator Allen.

RECOMMENDATION

We, the Personnel Committee, hereby recommend to approve the following management salaries effective January 1, 2011:

<u>Position</u>	<u>Salary</u>
City Administrator	\$89,600.00
Fire Chief	\$76,808.14
Community Development Director	\$76,808.10
Police Chief	\$75,673.04
City Engineer	\$75,000.00
Municipal Services Supt.	\$68,522.54
Police Captain	\$65,585.09
Lt./Investigator	\$62,791.55
Finance Director/City Treasurer	\$60,783.28
Assistant City Administrator	\$60,000.00
Public Works Crew Supervisor	\$58,687.30
City Clerk	\$57,820.00
Engineering Technician	\$52,479.29
Aquatic Plant Management Supv.	\$17,365.78

Respectfully submitted,  
PERSONNEL COMMITTEE  
By: Thomas R. Benzshawel, Chr.

Introduced by Benzshawel. Benzshawel/Abeyta to adopt. Motion and second withdrawn. Benzshawel/Abeyta to review by individual position. Carried with Lodi and Mann voting no.

Lodi/Mann that Aquatic Plant Management Supervisor salary remain the same as 2010. Roll call: Wiegand, Vandertie, Lodi, Mann, and Benzshawel voted aye. Abeyta and Schlicht voted no. Carried.

Benzshawel/Vandertie to increase the Engineering Technician's salary by 1.5% for 2011. Roll call: Vandertie, Lodi, Abeyta, Benzshawel, Schlicht, and Wiegand voted aye. Mann voted no. Carried.

Benzshawel/Mann to postpone review of management compensation until next meeting. All voted no except Vandertie who voted aye. Motion failed.

Abeyta/Wiegand to increase the City Clerk's salary to \$57,820 for 2011. Schlicht/Mann to amend motion to increase the City Clerk's salary by 1.5% for 2011. Roll call vote on amendment: Lodi, Mann, Schlicht, Wiegand, and Vandertie voted aye. Abeyta and

Benzshawel voted no. Carried. Roll call vote on motion as amended: Abeyta, Mann, Benzshawel, Schlicht, and Lodi voted aye. Wiegand and Vandertie voted no. Carried.

Abeyta/Benzshawel to increase the Assistant City Administrator's salary to \$60,000 for 2011. Lodi/Schlicht to amend motion to increase the Assistant City Administrator's salary by 1.5% for 2011. Roll call vote on amendment: Vandertie and Lodi voted aye. Benzshawel, Schlicht, Wiegand, and Abeyta voted no. Mann abstained. Motion failed. Roll call vote on original motion: Benzshawel, Schlicht, Wiegand, and Abeyta voted aye. Vandertie, Lodi, and Mann voted no. Carried.

Abeyta/Schlicht to increase the Public Works Crew Supervisor's salary by 1.5% for 2011. Roll call: Wiegand, Vandertie, Abeyta, Benzshawel, and Schlicht voted aye. Lodi and Mann voted no. Carried.

Abeyta/Vandertie that the Finance Director/City Treasurer's salary remain the same as 2010. Schlicht/Mann to amend motion to increase the Finance Director/City Treasurer's salary by 1.5% for 2011. Roll call vote on amendment: Mann, Schlicht, and Wiegand voted aye. Vandertie, Lodi, Abeyta, and Benzshawel voted no. Motion failed. Roll call vote on original motion: Lodi, Abeyta, and Benzshawel voted aye. Mann, Schlicht, Wiegand, and Vandertie voted no. Motion failed. Wiegand/Schlicht to increase the Finance Director/City Treasurer's salary by 1% for 2011. Roll call: Mann, Schlicht, Wiegand, and Lodi voted aye. Abeyta, Benzshawel, and Vandertie voted no. Carried.

Wiegand/Abeyta to postpone management compensation until next meeting. Carried.

The Council discussed collective bargaining.

Abeyta/Wiegand to reconvene in open session. Carried. The meeting moved to open session at 9:35 p.m.

Respectfully submitted,

Mary Lou Allen  
Assistant City Administrator

Approved for publication:

By:   
Stephen B. McNeil, City Administrator

Date: 2.15.11

COMMON COUNCIL  
CLOSED SESSION  
December 7, 2010

A closed session of the Common Council was convened by Mayor Birmingham at 7:22 p.m. Ald. Wiegand, Vandertie, Lodi, Abeyta, Mann, and Schlicht were present. Also present: City Administrator McNeil, Assistant City Administrator Allen and City Clerk Reinhardt.

Discussion took place regarding management compensation.

Wiegand/Vandertie to rescind all prior wage actions taken at the meeting of Common Council Closed Session meeting of November 16, 2010. Roll call: All voted aye. Carried.

Schlicht/Mann that the Fire Chief's base wage for 2011 remain the same as 2010 (\$75,673.04) but to give him a one time annual adjustment of \$1,135.10 in four equal installments of \$283.775 in each of the four quarters of 2011. Roll call: Wiegand, Lodi, Abeyta, Mann, and Schlicht voted aye. Vandertie voted no. Carried.

Schlicht/Abeyta that Community Development Director and Police Chief wages not be increased for 2011 and to remain the same as the 2010 salary.

Abeyta/Mann to call the questions. Carried with Vandertie voting no.

Vote taken on the motion. Roll call: Wiegand, Lodi, Abeyta, Mann, and Schlicht voted aye. Vandertie voted no. Carried.

Abeyta/Mann to decrease City Engineer salary to \$75,000 for 2011. Roll call: Wiegand, Lodi, Abeyta and Mann voted aye. Vandertie and Schlicht voted no. Carried.

Schlicht/Wiegand that all other management positions, except Police Captain, receive a 1.5% increase.

Abeyta/Mann to amend the motion to increase City Clerk salary from \$53,626.56 to \$57,820.00 for 2011 with no additional 1.5% increase. Roll call: Wiegand, Abeyta, and Mann voted aye. Vandertie, Lodi, and Schlicht vote no. Tie vote. Mayor voted aye. Carried. The Mayor then changed his vote to no. Amendment failed. Vote taken on original motion. Roll call: Mann and Schlicht voted aye. Wiegand, Vandertie, Lodi, and Abeyta voted no. Motion failed.

Lodi/Vandertie to increase City Clerk and Municipal Services Superintendent salaries by 1.5%. Roll call: Vandertie, Lodi, Mann, and Schlicht voted aye. Wiegand and Abeyta voted no. Carried.

Vandertie/Mann to increase the following by 1.5%: Aquatic Plant Management Supervisor, Engineer Technician, Assistant City Administrator, Finance Director, Lieutenant/Investigator, Public Works Crew Supervisor.

Abeyta/Wiegand to amend the motion to increase the Assistant City Administrator salary to \$60,000 with no additional 1.5% increase. Roll call: Wiegand, Abeyta, and Mann voted aye. Vandertie, Lodi and Schlicht voted no. Tie vote. Mayor vote no. Amendment failed. Vote taken on original motion. Vandertie, Abeyta, Mann, and Schlicht voted aye. Wiegand and Lodi voted no. Carried.

Abeyta/Mann to increase the City Administrator's salary to \$89,600.00 Roll call: Wiegand, Vandertie, Abeyta, Mann and Schlicht voted aye. Lodi voted no. Carried.

Abeyta/Mann to set the salary for Dan Brinkman in the position of Police Captain at \$63,000.

Schlicht/Abeyta to amend the motion to authorize the starting salary of \$64,000 and after a six month satisfactory review, to raise salary to \$65,585.09. Vote taken on the amendment. Roll call: Vandertie, Abeyta, Mann, and Schlicht voted aye. Lodi and Wiegand voted no. Amendment carried. Vote taken on original motion as amended. Roll call: Vandertie, Abeyta, and Schlicht voted aye. Wiegand, Lodi and Mann voted no. Tie vote. Mayor voted aye. Carried.

Abeyta/Mann to adjourn. Carried. The meeting adjourned at 9:29 p.m.

Respectfully submitted,

*Stephanie L. Reinhardt*

Stephanie L. Reinhardt  
City Clerk

Approved for publication:

*Stephen B. McNeil*

Stephen B. McNeil, City Administrator

2.15.11  
Date

SPECIAL COMMON COUNCIL  
December 16, 2010

Mayor Birmingham called the meeting to order at 5:30 p.m. Roll call: Wiegand, Vandertie, Lodi, Abeyta, Mann, Benzshawel, and Schlicht. Also present: City Administrator McNeil.

Abeyta/Schlicht to adopt the agenda. Carried.

Schlicht/Mann to go into closed session in accordance with the following exemption: Considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. Wis. Stats. 19.85(1)(c) – Consideration of: Management Compensation. Roll call: All voted aye. Carried. The meeting moved to closed session at 5:32 p.m. and adjourned at 6:12 p.m.

Respectfully submitted,

  
Stephen B. McNeil  
City Administrator

CLOSED SESSION  
COMMON COUNCIL  
December 16, 2010

The closed session of the Common Council was convened by Mayor Birmingham at 5:32 p.m. Ald. Wiegand, Vandertie, Lodi, Abeyta, Mann, Benzshawel, and Schlicht were present. Also present: City Administrator McNeil.

Discussion took place regarding management compensation.

Wiegand/Vandertie to increase the compensation of Fire Chief Herlache for the year 2011 by 1.5% over his 2010 compensation. Roll call: Wiegand, Vandertie, Abeyta, Benzshawel, and Schlicht voted aye. Lodi voted no. Mann abstained. Carried.

Benzshawel/Abeyta to leave the City Engineer's salary for the year 2011 the same as 2010. Wiegand/Abeyta to call for the question. Carried. Roll call vote taken on original motion: Wiegand, Vandertie, Abeyta, Mann, and Benzshawel voted aye. Lodi and Schlicht voted no. Carried.

Abeyta/Vandertie to adjourn. Carried. The meeting adjourned at 6:12 p.m.

Respectfully submitted,

  
Stephen B. McNeil  
City Administrator

Approved for publication:

By:   
Date: 2.15.11

COMMON COUNCIL

February 15, 2011

A regular meeting of the Common Council was called to order at 7:00 p.m. by Mayor Birmingham. The Pledge of Allegiance was recited. Roll call: Wiegand, Vandertie, Lodi, Abeyta, Mann, Benzshawel, and Schlicht present.

Abeyta/Benzshawel to adopt agenda. Carried.

The Council reviewed the unfinished business.

Abeyta/Schlicht to approve 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 grand total of \$251,101.97. Roll call: All voted aye. Carried.

Abeyta/Lodi to approve 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.

Carried.

There were no mayoral appointments.

Police Captain Brinkman reported on bids received for replacement of two squad cars and answered questions. Abeyta/Vandertie to approve the purchase of two Ford Crown Victoria patrol vehicles from Witt Ford in the amount of \$43,408, and to declare two 2008 Ford Crown Victoria vehicles as surplus. Roll call: All voted aye except Wiegand who abstained. Carried.

RECOMMENDATION

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, Chr.

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

## RECOMMENDATION

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, Chr.

Introduced by Mann. Mann/Abeyta to adopt. Mike Madden, 849 Cove Road, spoke in favor of the Cardy designation. George Evenson, 4994 Ripp Road, then spoke in favor of the previous Hans Hanson homestead designation. After discussion, a vote was taken on the motion. Carried.

During public comment George Evenson spoke regarding the Hans Hanson historic site.

The Mayor made no comments.

After the Mayor announced the statutory basis, Abeyta/Schlicht to convene in closed session in accordance with the following exemption: Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Wis.Stats. 19.85(1)(e) - Consideration of: Purchase of properties for public use. Roll call: All voted aye. Carried. The meeting moved to closed session at 7:28 p.m. and adjourned at 8:31 p.m.

Respectfully submitted,



Mary Lou Allen  
Assistant City Administrator

CLOSED SESSION EXCERPT  
PERSONNEL COMMITTEE  
December 2, 2009

The closed session of the Personnel Committee was convened by Chairperson Benzshawel at 6:35 p.m. in the second floor conference room, City Hall. Members Benzshawel, Abeyta, and Lodi were present. Also present: Alderperson Birmingham, Alderperson Wiegand, City Administrator McNeil, Public Works/Park & Recreation Superintendent Bordeau, and Administrative Services Director Allen.

[portion of minutes unpublished]

Mr. Bordeau left at 6:40 p.m.

The Committee discussed the performance of a public employee over which the Committee has jurisdiction or exercises responsibility. Ald. Wiegand left at 7:36 p.m.

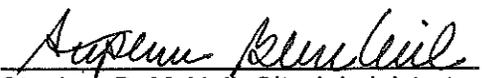
Moved by Abeyta, seconded by Lodi to adjourn. Carried. The meeting adjourned at 7:36 p.m.

Respectfully submitted,



Mary Lou Allen  
Administrative Services Director

Approved for Publication:

By:   
Stephen B. McNeil, City Administrator

Date: 2/12/11

7b2.

7b2.

CLOSED SESSION  
POLICE AND FIRE COMMISSION  
July 6, 2010

The closed session of the Police and Fire Commission was convened at 6:04 p.m. by Commissioner Moeller. Commissioners VanDyke, Poulton, VanKirk and Brann were present.

The Commission reviewed Police Chief applicants and selected first round interviews.

Brann/Poulton to convene in open session. Carried. The meeting moved to open session at 11:15 p.m.

Respectfully submitted,

Sarah Spude-Olson  
Police Assistant

CLOSED SESSION  
FINANCE/PURCHASING & BUILDING COMMITTEE  
August 31, 2010

The closed session of the Finance/Purchasing & Building Committee was convened at 7:17 p.m. in Council Chambers, City Hall. Roll call: Alderperson Abeyta, Alderperson Schlicht and Alderperson Wiegand were present. Also present: City Administrator McNeil, Finance Director/City Treasurer Clarizio, and Office/Accounting Assistant II Flinn.

The Committee discussed lease with Selvick Marine Towing.

A motion was made by Alderperson Abeyta, seconded by Alderperson Wiegand, to reconvene in open session at 7:50 p.m.

Respectfully submitted,

Dixie Flinn  
Office/Accounting Assistant II

Approved for Publication:

\_\_\_\_\_

Date: 2.15.11

7b4.

CLOSED SESSION  
PERSONNEL COMMITTEE  
OCTOBER 20, 2010

7b4.

The closed session of the Personnel Committee was convened by Chairperson Benzshawel at 6:15 p.m. in the 2<sup>nd</sup> floor conference room, City Hall. Members Benzshawel, Vandertie, and Abeyta were present. Also present: Mayor Birmingham, Ald. Lodi, Ald. Wiegand, City Administrator McNeil, and Assistant City Administrator Allen.

The Committee discussed management compensation.

Moved by Mr. Abeyta, seconded by Mr. Vandertie to recommend to the Common Council to increase the City Administrator's salary to \$89,600 effective January 1, 2011. All voted aye. Carried.

Moved by Mr. Abeyta, seconded by Mr. Benzshawel to recommend to the Common Council to increase the Assistant City Administrator's salary to \$60,000 effective January 1, 2011. Carried with Mr. Vandertie voting no.

Moved by Mr. Abeyta, seconded by Mr. Benzshawel to recommend to the Common Council to increase the City Clerk's salary to \$57,820 effective January 1, 2011. Carried with Mr. Vandertie voting no.

Moved by Mr. Abeyta, seconded by Mr. Benzshawel to recommend to the Common Council to reduce the salary of the City Engineer to \$75,000 effective January 1, 2011. All voted aye. Carried.

Moved by Mr. Abeyta, seconded by Mr. Benzshawel to recommend to the Common Council that except for the Police Chief to increase the rest of the management salaries by 1.5% effective January 1, 2011. Moved by Mr. Vandertie, seconded by Mr. Abeyta to amend the motion to exclude an increase for the vacant Police Captain position. All voted aye. Carried. A vote was taken on the motion as amended. Carried.

Moved by Mr. Abeyta, seconded by Mr. Vandertie to adjourn. Carried. The meeting adjourned at 7:46 p.m.

Respectfully submitted,

Mary Lou Allen  
Assistant City Administrator

Approved for publication:

By:   
Stephen B. McNeil, City Administrator

Date: 2.15.11

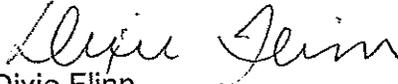
CLOSED SESSION  
FINANCE/PURCHASING & BUILDING COMMITTEE  
October 26, 2010

The closed session of the Finance/Purchasing & Building Committee was convened at 5:45 p.m. in Council Chambers, City Hall. Roll call: Alderperson Abeyta, Alderperson Schlicht and Alderperson Wiegand were present. Also present: Mayor Birmingham, City Administrator McNeil, Finance Director/City Treasurer Clarizio, Bob Desh, Dan Austad and Cap Wulf of the Door County Maritime Museum and Office/Accounting Assistant II Flinn.

The Committee discussed lease with Door County Maritime Museum.

A motion was made by Alderperson Abeyta, seconded by Alderperson Wiegand, to reconvene in open session at 6:00 p.m.

Respectfully submitted,

  
Dixie Flinn  
Office/Accounting Assistant II

Approved for Publication:

  
Date: 2.15.11

## STURGEON BAY UTILITIES

Regular Meeting  
January 17<sup>th</sup>, 2011

President Stewart Fett called the regular meeting of the Utilities Commission to order at 7:03 p.m. at the Sturgeon Bay Utilities office. Roll call: President Stewart Fett, Vice-President Bernard Ellenbecker, Secretary Stephen Mann, and Commissioners James Abeyta, Matt Felhofer and Gary DeNamur were present. Mayor Thad Birmingham entered later as indicated. Also present were General Manager James Stawicki and Operations Manager Cliff White.

DeNamur/Abeyta to adopt the agenda as presented (complete copy on file at the Utility office). Motion carried.

Ellenbecker/DeNamur to approve the minutes of the regular and closed meetings held on December 13<sup>th</sup>, 2010. Motion carried.

The Commission proceeded to review the bills for December in the amount of \$1,808,405.92. Fett/Abeyta to approve payment of the bills. Motion carried.

Mayor Birmingham entered at 7:13 p.m.

The November 2010 financials were presented. DeNamur/Mann to accept the financials subject to audit. Motion carried.

General Manager Stawicki reported on the current investments and their allocations. No formal action was taken.

Next item of business was ratification of ATC voluntary capital contribution for 2011. The contribution of \$12,182 is due on January 31<sup>st</sup>, 2011. Abeyta/Ellenbecker to approve the ATC contribution of \$12,182 on January 31<sup>st</sup>, 2011. Motion carried.

The City's foreclosure on Brilliant Cities property was the next item of discussion. City Attorney Randy Nesbitt informed SBU of the City's intent to foreclose on the property owned by Brilliant Cities in the Industrial Park. In order to follow through with their intent, the City will be asking SBU to release the lien claim that is held against this property. Item was for information only.

The lease agreements for submarine conduit were up for consideration. Representatives from Door County and NSight Communications expressed their desire to develop a lease agreement for fiber, which will allow each party to attach to SBU poles and insert into SBU-owned submarine conduit. The outcome would be three individual agreements:

- 1) Between SBU and Door County for the pole attachments for the aerial portion of the project
- 2) Between SBU and Door County for access to submarine conduit, resulting in a fiber network which will provide redundancy from the Government Center to SBU and another 24 fiber strands to the Justice Center
- 3) Between SBU and NSight for lease of 2/3 of the submarine duct

Term on agreements #2 and #3 will be 10-years with two 5-year renewals while annual revenues from the three agreements will start out at \$27,000-\$28,000. Felhofer/Mann to approve principles of the agreement and allow SBU to continue negotiations with Door County and NSight with the provision that the President and Secretary of the Commission sign off on the agreement on behalf of SBU. Motion carried.

Next item of business was consideration of flow monitoring for I & I studies. This monitoring system is a useful tool in assessing the condition of the sanitary sewer collection system. SBU requested and received a proposal from McMahon Associates to install and maintain flow meters at six locations in the collection system and one 75 day period rain gauge. Assuming that a 75 day period will provide sufficient data, the collection system can monitor data related to inflow volumes and infiltration volumes in each basin and dry-weather base flows. This information will be used in preparing future years work plans for capital improvement projects within the system. The proposal received from McMahon Associates is in the amount of \$24,130.00. Mann/Ellenbecker to approve the proposal received from McMahon Associates in the amount of \$24,130.00. Motion carried.

Abeyta/Mann to accept the Operations Report for December. Motion carried.

The next item of business was the General Manager's report.

- a. Adjustments for the month
- b. Update on projects
  - 1. Analytical tools
  - 2. Electric rate case status

Unfinished business list was updated and reviewed. No formal action was taken.

Birmingham/Felhofer to adjourn. Motion carried. The meeting adjourned at 7:54 p.m.

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Stephen C. Mann  
Secretary

Approved for publication:

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Stewart Fett  
President

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James Stawicki  
General Manager

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

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

**FINANCE/PURCHASING & BUILDING COMMITTEE**  
**February 8, 2011**

A meeting of the Finance/Purchasing & Building Committee was called to order at 6:30 p.m. by Chairperson Abeyta in Council Chambers, City Hall. Roll call: Alderperson Abeyta, Alderperson Schlicht, and Alderperson Wiegand were present. Also present: Alderperson Mann, City Administrator McNeil, Finance Director/City Treasurer Clarizio, Public Works/Park and Recreation Superintendent Bordeau, Bill Chaudoir, DCEDC Executive Director, and Office/Accounting Assistant II Flinn.

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

1. Roll call.
2. Adoption of agenda.
3. Consideration of: Sale of land in Industrial Park.
4. Consideration of: Renewal of IS Contract with the County of Door.
5. Consideration of: Resolution to establish compost site fees.
6. Consideration of: ***Budget Services Ad Hoc Committee Final Report.***
7. Review of unfinished business list.
8. Review bills.
9. Adjourn.

Carried.

Bill Chaudoir, DCEDC Executive Director, led the discussion on sale of land in Industrial Park. He stated that Dave Smith, owner of HTF, Inc., has been operating HTF, Inc., (Heat Treat Furnace) in the Industrial Park since the early 1990's. Mr. Smith would like to purchase the adjacent lot #9 in the Industrial Park to expand his business. Customer demands have increased his business significantly and it requires him to double the size of his current facility. His intent is to meet all the requirements in the development agreement. He also has included an offer to purchase the land. He agrees to pay \$10,100.00 at closing, with the City financing the balance of \$20,200.00 for a three year period in accordance with the development agreement. Mr. Smith is proposing to create up to three jobs and invest up to \$600,000.00 in this project. Moved by Alderperson Wiegand, seconded by Alderperson Schlicht to recommend to the Common Council to approve the sale of lot #9 in the Industrial Park to Dave Smith, President of HTF, Inc., to expand his business according to the development agreement. Mr. Smith agrees to pay \$10,100.00 at closing and the City to finance the balance of \$20,200.00 for a three year period, with the City having the right of first refusal to repurchase the property back. HTF, Inc., will pay all legal fees. Carried.

Renewal of IS Contract with the County of Door was the next item discussed. Finance Director/City Treasurer Clarizio stated that she received an email from Tim Ullman, Manager of Information Systems for the County, asking for a three

percent increase to the contract. The Finance/Purchasing & Building Committee recalled that the City received an information sharing grant last year that covered the cost of the IS Tech for approximately two years in addition to the \$30,000.00 that the City paid the County for the IS Tech support. The Committee agreed not to approve the three percent increase. Moved by Alderperson Wiegand, seconded by Alderperson Schlicht to recommend to the Common Council to 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. Carried.

Resolution to establish compost site fees was then discussed. Public Works/Park and Recreation Superintendent Bordeau stated that he spoke with contractors and they are willing to pay to use the City's compost site. At the present time they are only able to dump grass clippings. Alderperson Abeyta stated that the fee seemed excessive and asked how the \$500.00 illegal dumping fee was decided upon. Mr. Bordeau agreed that the fee is high. He added, that with such a high fee people would think twice before dumping illegally. The sign will be modified to display the fees. Mr. Bordeau added that he spoke with contractors and the average that they were willing to pay was between \$800.00 and \$1,200.00 to dump at the compost site. Therefore, the established fees that are being proposed are \$1,000.00 for a contractor permit fee and \$500.00 illegal dumping fee. If the contractor is caught dumping illegally they will be required to pay the permit fee and the illegal dumping fee. The \$1,000.00 permit fee would be valid for one calendar year (January 1 - December 31). If a non-resident or non-permit holder is caught dumping illegally they also would be required to pay the \$500.00 illegal dumping fee. Moved by Alderperson Abeyta, seconded by Alderperson Schlicht to approve the following resolution regarding the compost site fees and to forward to Community Protection and Services Committee to seek legal council if necessary.

Resolution

WHEREAS, the Common Council of the City of Sturgeon Bay has determined that it is in the best interests of the City of Sturgeon Bay to establish compost site fees,

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

<u>Type</u>	<u>Fee</u>
Contractor permit fee	\$1,000.00 paid before use of the site and is valid for one calendar year (January 1 - December 31)
Contractor illegal dumping fee	\$500.00 (plus permit fee)
Illegal dumping for non-resident or Non-permit holder fee	\$500.00

Carried, with Alderperson Wiegand voting no.

Moved by Alderperson Wiegand, seconded by Alderperson Schlicht to postpone Budget Services Ad Hoc Committee Final Report until the Finance/Purchasing & Building Committee meeting to be held on February 22, 2011. Carried.

The Committee reviewed the unfinished business list.

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

Moved by Alderperson Wiegand, seconded by Alderperson Abeyta to adjourn. Carried. The meeting adjourned at 7:10 p.m.

Respectfully submitted,



Dixie Flinn  
Office/Accounting Assistant II

COMMUNITY PROTECTION & SERVICES COMMITTEE  
February 15, 2011

A meeting of the Community Protection & Services Committee was called to order at 6:46 p.m. by Chairperson Lodi in the Council Chambers, City Hall. Roll call: Members Lodi, Mann, and Schlicht were present. Also present: Cable TV Coordinator Jason Mann, Assistant City Administrator Allen, Ald. Wiegand, and Ald. Benzshawel.

Moved by Mr. Mann, seconded by Mr. Schlicht to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Review of bills.
4. Adjourn.

Carried.

Jason Mann explained the invoices submitted for payment and answered questions. After review it was moved by Mr. Schlicht, seconded by Mr. Mann to approve payment of invoices in the amount of \$8,649.36. Carried.

Moved by Mr. Mann, seconded by Mr. Schlicht to adjourn. Carried. The meeting adjourned at 6:52 p.m.

Respectfully submitted,



Mary Lou Allen  
Assistant City Administrator

PERSONNEL COMMITTEE  
February 16, 2011

A meeting of the Personnel Committee was called to order at 5:52 p.m. by Chairperson Benzshawel in the second floor conference room, City Hall. Roll call: Members Benzshawel, Vandertie, and Abeyta were present. Also present: City Administrator McNeil, Assistant City Administrator Allen, Mayor Birmingham, and Ald. Lodl.

Moved by Mr. Abeyta, seconded by Mr. Vandertie to adopt the following agenda:

1. Call to order.
2. Roll call.
3. Adoption of agenda.
4. Consideration of: Succession Planning.
5. Adjourn.

Carried.

Mr. Benzshawel reported that the Committee started discussing succession planning several years ago, and he emphasized the need to continue to develop a plan especially for key personnel. He said positioning the City to address this is not going to happen overnight, so it has to be a continuing effort.

The City Administrator presented the organization chart and focused on succession for department heads and those positions where advancement could possibly occur from within the organization either on a permanent or interim basis. The four key areas where there is no coverage are City Clerk, Finance Director/Treasurer, Community Development, with the most notable void being coverage for the Fire Chief position.

In some instances position responsibilities could be covered from within on a temporary basis, but all positions are specialized with some requiring specific certification and/or education, and going to the market to fill a vacancy takes time. On the clerical level there is cross training and each clerical employee maintains a position manual detailing routine task instructions. On the management level the positions could be minimally covered on an interim basis, except for the Fire Chief.

The Committee discussed how strategic functions could be maintained in the event of a key position vacancy, including the potential to contract or work with other entities for various functions. Although contracting could cover the basics there would still be elements in certain positions that would be missing. Mr. McNeil reiterated that in the event a key employee left, basic functions can still be maintained temporarily.

Discussion then focused on the lack of back up management in the Fire Department. Mr. Vandertie provided background on the department, the unique working relationship the Chief has with the employees, and shift coverage provided by the Chief. The Mayor said succession planning in the Fire Department is the most important concern at this time and there is a need to have an Assistant Chief as soon as possible. It was agreed this is a major concern and considered how to proceed with succession planning. Mr. Lodl left at 6:44 p.m. The Mayor left at 6:48 p.m. Discussion continued. The City Administrator said he will report back with more information at the next meeting.

Moved by Mr. Abeyta, seconded by Mr. Vandertie to adjourn. Carried. The meeting adjourned at 7:03 p.m.

( Respectfully submitted,

  
Mary Lou Allen  
Assistant City Administrator

**CITY PLAN COMMISSION**  
Wednesday, February 16, 2011

A meeting of the City Plan Commission was called to order at 7:00 p.m. by Chairperson Dan Wiegand in Council Chambers, City Hall, 421 Michigan Street.

**Roll call:** Members John Lodl, Jeff Norland, Joe Porten, Michael Gilson, Dennis Statz, Dan Wiegand, and Laurel Brooks were present. Also present were Community Development Director Marty Olejniczak and Community Development Secretary Cheryl Nault.

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

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from November 17 and November 23, 2010.
4. Public comment.
5. Conditional use request from Marina View Apartments to construct a four-unit multiple family dwelling with attached garage, located at the southeast corner of Nautical Drive and Shorecrest Road:  
Presentation:  
Public hearing:  
Consideration of:
6. Consideration of: Potential Zoning Code changes for implementation of Sturgeon Bay Comprehensive Plan.
7. Adjourn

Carried.

**Approval of minutes from November 17 and November 23, 2010:** Moved by Mr. Gilson, seconded by Ms. Brooks to approve the minutes from November 17 and November 23, 2010. Carried.

**Public Comment:** No one spoke during public comment.

**Consideration of: Conditional use request from Marina View Apartments to construct a four-unit multiple family dwelling with attached garage, located at the southeast corner of Nautical Drive and Shorecrest Road:**

**Presentation:** Ken Lynch, general manager and part-owner of Marina View Apartments, presented the plans for a 4-unit 2 story apartment building. Each approximately 1800 sq. ft. unit will contain three bedrooms, two baths, and a two car attached garage.

**Public hearing:** Chairperson Wiegand opened the public hearing at 7:05 p.m. Gina Ward, 615 Nautical Drive, Pauline Zak, 614 Shorecrest Rd., and Howard Lang, 625 Nautical Drive all gave testimony during the public hearing. Issues brought up were the location of the building, setbacks, driveways, mailboxes, drainage, landscaping, and trees. Ms. Nault read one letter of correspondence.

**Consideration of:** After hearing testimony a lengthy discussion took place. Mr. Olejniczak responded to several questions that arose during the hearing. He provided information regarding the floodplain code, required setbacks, the relationship of the proposed building to the rest of the dwellings along Nautical Drive, the potential for additional trees/screening, stormwater issues, utilities, driveway access, garbage pick-up, street trees, and building height.

Mr. Lynch stated that these are apartments and not condos. They will be rented and not sold. The current resident's mailboxes will be relocated by the post office in the spring. The plowed snow will be stored on the green space and kept on site.

Discussion continued including location of the building, the view, driveways, and drainage. Mr. Porten inquired whether the building could be shifted away from Nautical Drive.

Mr. Wiegand brought up whether sidewalks should be installed down Nautical Drive and connecting to the waterfront. He also thought that the building could be slid back 30 feet to the west and have a stormwater containment area in the NE corner of the property, rather than water going into the alley. Another suggestion was a recreational or commons area for the residents. Mr. Porten added that the Comprehensive Plan shows future sidewalks in this area.

Mr. Norland stated he believed the current site plan makes the most sense.

Mr. Lodl stated that he finds this very frustrating. This is a very valuable piece of land with a large potential of things to happen. He called this development hodge podge and wondered if this will stick out like a sore thumb when other development happens in the area. He likes the building, but doesn't see a plan in place and doesn't see this conforming to what the City and they would like to see down there.

Ms. Brooks stated she thought that the building was thoughtfully designed, but in this setting it doesn't seem it is accommodating itself to what exists there already. She had concerns about whether the project meets the findings necessary for a conditional use.

Mr. Lynch mentioned that previously a six-unit three story multi-family dwelling had been approved at this site.

Mr. Statz's largest concern is the history with the development. He would like to see completion of all the other approvals, then move on to the next one.

Mr. Porten would also like to see privacy trees, as well as the building being moved toward Shorecrest Road. The sidewalk and rec area are also an issue. This is a separate parcel.

In response to a question about when the Commission has to act on the conditional use, Mr. Olejniczak stated the ordinance does not specify a time frame in which a decision has to be made. However, the Commission cannot take so long that the applicant's due process rights are violated.

Moved by Mr. Wiegand, seconded by Mr. Lodl to postpone consideration until the next Plan Commission meeting after obtaining information regarding the water main from Sturgeon Bay Utilities.

Mr. Statz stated some input is needed in terms of sidewalks in this location and what the game plan is in regard to where they would connect to.

Ms. Brooks wondered if a PUD could be retrofitted. There has been development there already. It hasn't been done the way the developer would have liked to have done it because of the conditions that have been imposed. It has not been done the way the surrounding neighborhood would have liked to see it happen. She asked if it could be recreated with what is existing and what remains of these parcels in terms of a PUD. Mr. Olejniczak responded a PUD could be done with what has been developed and what is left over to be redeveloped. There are many options.

Mr. Norland asked what the estimated time of completion is for the unit under construction. Mr. Lynch responded they are looking at occupancy for the 1<sup>st</sup> week of April.

A vote was taken on the motion. All ayes. Carried.

**Consideration of: Potential Zoning Code changes for implementation of Sturgeon Bay Comprehensive Plan:** Mr. Olejniczak stated that there are many ideas and recommendations in the Comprehensive Plan with steps for implementation. One thing he suggested is to begin looking at the zoning code and how well it fits the future land use plan.

Commission members discussed the potential areas to rezone to conform to the Comprehensive Plan. Mr. Olejniczak proposed potential zoning text amendments such as increasing the minimum lot size in the Agricultural district (A) from the current one acre to proposed 10 acres. Another idea is to create a new zoning district known as Rural Residential (R-R). The uses would be exactly the same as the R-1 district. Parts of the Agricultural area east of Highway 42 could be rezoned from Agriculture to Rural Residential to conform to the Comprehensive Plan.

Moved by Mr. Lodi, seconded by Mr. Wiegand to contact landowners to the east of Highway 42/57 for feedback in regard to creating a new zoning district and rezoning their properties from Agriculture (A) to Rural Residential (R-R) to conform to the Comprehensive Plan.

Mr. Statz brought up Egg Harbor Road in relation to Walmart. He is concerned about Egg Harbor Road and what is in the Comp Plan and that the City is prepared for developmental pressures.

A vote was taken on the motion. All ayes. Carried.

**Adjourn:** Moved by Ms. Brooks, seconded by Mr. Statz to adjourn. All ayes. Carried. Meeting adjourned at 8:37 p.m.

Respectfully submitted,

  
Cheryl Nault  
Community Development Secretary

**WATERFRONT REDEVELOPMENT AUTHORITY**  
Monday, February 21, 2011

A meeting of the Waterfront Redevelopment Authority was called to order at 2:05 p.m. by Vice-Chairperson William Galligan in Council Chambers, City Hall, 421 Michigan Street.

**Roll call:** Members William Galligan, Ross Schmelzer, John Lodl, Thomas Wulf, and Tom Benzshawel were present. Excused: Members John Asher and Tom Herlache. Also present were City Administrator Steve McNeil, City Attorney Randy Nesbitt, Door County Economic Development Director Bill Chaudoir, Community Development Director Marty Olejniczak, and Community Development Secretary Cheryl Nault.

**Adoption of agenda:** Moved by Mr. Benzshawel, seconded by Mr. Lodl to adopt the following agenda, but moving items #3 and #4 after item #6:

1. Roll call.
2. Adoption of agenda.
3. Consideration of: Consent of assignment of development contract for WHG Door County, LLC to B & N Investments, LLC.
4. Consideration of: Amendment of Development Contract for Restaurant for Sturgeon Bay Waterfront Redevelopment.
5. Consideration of: Appointment of Waterfront Design Review Board members.
6. Consideration of: West Side Waterfront Redevelopment Plan.
7. Adjourn.

Carried.

**Consideration of: Appointment of Waterfront Design Review Board members:** Moved by Mr. Wulf, seconded by Mr. Benzshawel to reappoint the existing members to the Waterfront Design Review Board as follows:

William Galligan: Waterfront Redevelopment Authority member (term expiring 1/31/13).  
James Goodwin: Professional planner, architect, or engineer (term expiring 1/31/14).  
J. Eric Paulsen: Merchant with the redevelopment area (term expiring 1/31/14).

Carried.

**Consideration of: West Side Waterfront Redevelopment Plan:** Mr. Olejniczak explained that updating the waterfront plan for the west side would assist the City in promoting redevelopment opportunities and in reacting to proposals from developers, especially for the D. C. Co-op site. The City was awarded a Dept. of Commerce planning grant for \$18,750.00. Requests for proposals are ready to be sent out. The overall cost will be known when the proposals are submitted. This is brought before the WRA as informational and to see if the WRA wants to be more actively involved. The WRA could become the steering committee for the plan.

There was discussion regarding the history of the WRA involvement in redevelopment activities and the lack of WRA involvement recently. There was consensus that the WRA should become more active again.

Mr. Olejniczak stated in terms of the West Side Waterfront Redevelopment Plan, the Steering Committee would be reviewing goals and objectives, as well as recommendations in the plan. The

Council would still have to adopt it.

Mr. Wulf stated the key reason the WRA started and the Redevelopment Plan was presented was to create a big picture of what is wanted to accomplish and what it is wanted to look like. He said a key item is to put together a development package, such as making property available next to the Co-op as a package deal.

After more discussion, it was moved by Mr. Galligan, seconded by Mr. Lodl to recommend to Council to proceed with the plan for the West Side Waterfront Redevelopment area. Carried.

**Consideration of: Consent of assignment of development contract for WHG Door County, LLC to B & N Investments, LLC:** The Waterfront Redevelopment Authority and the City of Sturgeon Bay have a development contract in place for the waterfront restaurant (Applebees) at 129 N. Madison Avenue. Certain sections of the contract state that the premises may not be sold and the rights of the agreement assigned without the approval of the WRA. Robert and Noreen Pollman wish to purchase the property and need approval of the WRA for the sale and assignment of the contract.

Mr. Nesbitt stated that when he looked back at the last time this had been done, it was a bit of a different situation. The City was dealing with a developer and potential owner that was coming from out of the area. The committee had no dealings with them previously or any knowledge of who they were dealing with. As a result, there were a couple added requirements. One was an entity to guarantee the payments to be made into the TIF and a financial disclosure of the finances of their entity. The Pollmans are very involved in the community and have very successful businesses in the County.

A short discussion was held. Moved by Mr. Wulf, seconded by Mr. Schmelzer to approve the assignment of the lease, subject to proper legal reviews. Carried.

**Consideration of: Amendment of Development Contract for Restaurant for Sturgeon Bay Waterfront Redevelopment:** Mr. Galligan stated that if the City agreed to the Pollman proposal to reduce the basis for taxation from \$1.3 million to the current market value of \$825,000, it represents about a \$10,500 tax difference. He found the counter-proposal interesting to in effect continue to pay at the current rate to create a reserve fund in effect of the delta of \$10,500 per year until the market value goes above \$1.3 million at which time they could still continue to pay at the \$1.3 million rate until the reserve fund was depleted. He was concerned if this would set a precedence.

Mr. Nesbitt added the current assessed value of the property was approximately \$1,060,000. He feels that the alternative proposal can work. It is contingent on buying the property.

Mr. Olejniczak mentioned that the whole contract expires once the TID closes at the end of 2021.

After further discussion, it was moved by Mr. Schmelzer, seconded by Mr. Wulf to recommend to Council to modify paragraph 12.b. and accept the Pollman alternative relative to keeping payments at \$1.3 million level for taxation purposes, but the delta between \$825,000 and \$1.3 million be reserved to be applied to future additional tax payments and effective upon assignment.

Discussion continued regarding assessed value and market value. Mr. Schmelzer, along with the second, amended the motion to add *at the current assessed value as a base, with a caveat that the*

*deal is completed.*

More discussion was held. Mr. Schmelzer, along with the second, amended the amended motion to remove the word *current*. A vote was taken on the motion. All Ayes. Carried.

The Authority then discussed the parking areas between Applebees and Bridgeport, as well as across Madison Avenue. The City owns the parking areas and maintains them.

Mr. Schmelzer questioned paragraph 2.d.(iv) in regard to deed restrictions prohibiting any sale of on-site consumption of food or alcoholic beverages by restaurant or bar facility, nor any grocery or convenience store selling food or beverages for off-site consumption on any City-owned property in the development area. Mr. Nesbitt didn't feel it was necessary to keep that paragraph in the Development Contract.

After further discussion it was moved by Mr. Benzshawel, seconded by Mr. Schmelzer to amend the previous motion and add removal of paragraph 2.d.(iv). All ayes. Carried.

**Adjourn:** Moved by Mr. Galligan, seconded by Mr. Benzshawel to adjourn. Carried. Meeting adjourned at 3:47 p.m.

Respectfully Submitted,

  
Cheryl Nault  
Community Development Secretary

**PARKING AND TRAFFIC COMMITTEE**  
**Monday, February 21, 2011**

*A meeting of the Parking and Traffic Committee was called to order at 4:15 p.m. by Chairperson Mann in Council Chambers, City Hall, 421 Michigan Street.*

**Roll Call:** *Members Mann, Vandertie and Benzshawel were present. Also present: Municipal Services Superintendent Bordeau, City Administrator McNeil, City Engineer Depies, Community Development Director Olejniczak, Police Chief Porter, Alderperson Lodl and Municipal Services Secretary Lenius.*

**Adoption of Agenda:** *Moved by Mr. Vandertie, second by Mr. Bezshawel to adopt the following agenda and moving item 5 in front of item 4:*

1. Roll call.
  2. Adoption of agenda.
  3. Public comment.
  4. Consideration of: *Payment in Lieu of Parking for Wellness Center of Door County – 312 N. 5<sup>th</sup> Ave.*
  5. Consideration of: *Parking Spaces on the South Side of Michigan Street between 3<sup>rd</sup> and 4<sup>th</sup> Ave.*
  6. Consideration of: *Adjourn*
- All in favor. Carried*

**Public Comments:**

*Nobody spoke during public comment.*

**Consideration of: Parking Spaces on the South Side of Michigan Street between 3<sup>rd</sup> and 4<sup>th</sup> Avenue -** *Mr. Mann explained he brought this item forward because he has had several calls from constituents who feel the 3 parking stalls on the south side of Michigan Street adjacent to Market Square pose a safety hazard.*

*Mr. Benzshawel stated he seldom sees cars parked there and asked Mr. Depies why the parking stalls are there instead of 2 lanes of traffic and if it would be beneficial to add parking stalls on the south side of the street from here to 3<sup>rd</sup> Avenue. Mr. Depies explained that when 3<sup>rd</sup> Avenue was made 2-way, the number of left turns made by vehicles traveling east on Michigan Street onto 4<sup>th</sup> Avenue decreased making the left turn lane unnecessary. Parking stalls cannot be added between the entrance to Market Square and 3<sup>rd</sup> Avenue because of the alley and the parking lot entrances and the ½ block from 3<sup>rd</sup> Avenue to the alley is necessary for traffic to merge from 2 lanes into 1 lane.*

*Mr. Porter stated the parking spots have never caused any recordable traffic accidents that he is aware of. The stalls are most often used during the summer months during the Saturday Morning Farmers Market.*

*Moved by Mr. Vandertie, seconded by Mr. Benzshawel to recommend leaving the parking stalls on the south side of Michigan Street between 3<sup>rd</sup> and 4<sup>th</sup> Avenue unless at some time emergency services recommend their removal because of a safety concern. All in favor. Carried.*

*John Lodl left at 4:35.*

**Consideration of: Payment in Lieu of Parking for Wellness Center of Door County – 312 N. 5<sup>th</sup> Avenue:** *Mr. Olejniczak explained the zoning coded determines how many parking spaces a business is required to provide based upon their square footage and staffing. The Wellness Center is able to provide 6 of the 12 spaces necessary and are asking to make a payment in lieu of parking. In previous years the committee has recommended anywhere between \$100 and \$500 per stall. This money that is paid will go into a segregated account to provide funds for additional public parking or maintenance of current public parking.*

*John Tinnon, Board Member for the Wellness Center of Door County spoke. He said in his observations, the parking on 5<sup>th</sup> Avenue in this area is minimal and there is ample parking spaces available. They are*

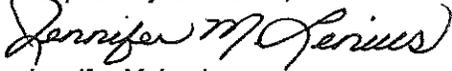
*also creating a drive through window for the pick-up of prescriptions, which should lessen the need for parking.*

*Moved by Mr. Vandertie, seconded by Mr. Benzshawel to recommend to council to charge the Wellness Center of Door County \$2,000 in lieu of providing six (6) additional parking spaces. Mr. Vandertie and Mr. Benzshawel in favor, Mr. Mann opposed. Carried.*

*Moved by Mr. Vandertie, seconded by Mr. Benzshawel to adjourn. All in favor. Carried.*

*The meeting adjourned at 4:55 p.m.*

*Respectfully Submitted,*

A handwritten signature in cursive script, reading "Jennifer M. Lenius".

*Jennifer M. Lenius  
Municipal Services Secretary*



# CITY of STURGEON BAY FIRE DEPARTMENT

421 Michigan St  
Sturgeon Bay, WI 54235

7c1.  
Tim  
Herlache  
Fire Chief

920-746-2916  
920-746-2905 FAX  
Email: therlache@sturgeonbaywi.org

TO: The Honorable Mayor Thad Birmingham and City Council  
FROM: Fire Chief Tim Herlache  
SUBJECT: January 2011 Monthly Fire Report  
DATE: February 5, 2011

I submit the following report of activities for the Sturgeon Bay Fire Department for the month of January 2011.

## CALLS FIRE DEPARTMENT RECEIVED: 103

<u>CITY CALLS:</u>	<u>92</u>	<u>Type of Call:</u>	<u>COUNTRY CALLS:</u>	<u>11</u>
East Side Calls:	<u>62</u>	Fire	Town of Sevastopol:	<u>8</u>
West Side Calls:	<u>30</u>	EMS	Town of Sturgeon Bay:	<u>1</u>
			Union:	<u>1</u>
			Brown County:	<u>1</u>

## CALLS PER DAY:

Monday	19
Tuesday	15
Wednesday	12
Thursday	9
Friday	8
Saturday	23
Sunday	17

## INCIDENT TYPE:

73 – First Responder	1 – Boiler Malfunction
5 – Vehicle Accident	5 – Carbon Monoxide Incident
1 – Ice Rescue	1 – Excessive Heat/Scorch Burns
1 – Public Service	2 – Smoke Scare/Odor of Smoke
1 – Citizen Complaint	2 – Chimney Fire
2 – Gas Leak	1 – Assist Police
2 – Authorized Controlled Burn	
6 – Detector Activation, No Fire	

## INSPECTION REPORT:

Inspections within the city limits: 0  
Number of violations: 0  
Inspections outside the city limits: 0  
Number of violations: 0  
Total number of inspection hours: 0 hours

INSPECTION VIOLATIONS: N/A

## SPECIAL REPORTS, ACTIVITIES AND REPAIRS

**FIRE PRACTICE:** January's practice was held at the eastside station training room. A representative from WPS was here to speak to us about gas and electrical emergencies.

**PUBLIC SAFETY AND EDUCATION:** Firefighters presented an ice rescue safety presentation and demonstration for the public at the Sturgeon Bay Yacht Club.

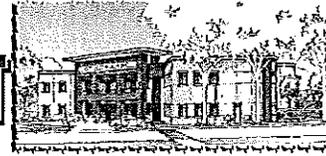
**TRUCK/STATION MAINTENANCE:** Firefighters replaced a belt on unit #7; mounted new equipment on R#1; began building a wall and shelving on the mezzanine to insulate the noise from the boilers; began taking inventory of equipment on our fire apparatus; repaired the dump valve on unit #2; took out the interior on unit #9 and bleached it, then had an ozone machine inside to get rid of the smell; adjusted the dump valves on units #1,#2,#4 & #6; ran new circuit into the tool room; tested fire hose for the DC Justice Center; repaired the April Aire system; repacked the wheel bearings on the boat trailer; prepped and painted the new rims for unit #3; changed the engine oil in units #8,#10 & #5; repaired the dash on the City Engineers truck and replaced batteries in units #8 and #5.

**TRAINING:** 286.57 hours of training was conducted in January. Firefighters practiced driver/operator and ice rescue techniques; on-duty firefighters trained with repelling and confined space rescue equipment ; Chief Herlache, Lt Frangipane and FF Wiegand refreshed the CPR and Chief Herlache, Lt Frangipane, FF Montevideo, FF Austad and FF Weigand attended the EMS conference in Milwaukee.

**OTHER:** Firefighters participated in: witnessing fire drills; issued six burning permits; testing emergency weather sirens; attended various committee meetings at the city and county level and conducted multiple station tours.



# STURGEON BAY POLICE DEPARTMENT



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

## Community Service Unit January 2011 Monthly Report

### Administrative Activities Summary



With a successful first year behind us, the Community Service Unit is moving forward into 2011. Recruitment for three additional volunteer Auxiliary CSOs, to bring the total number of volunteers to our authorized limit of five, began in earnest in January, with a recruitment visit to Northeast Wisconsin Technical College, and meetings with NWTC Criminal Justice instructors.

The recruitment effort also included a recruitment poster and an Aux. CSO recruitment section of the redesigned SBPD website. SBPD is accepting Aux. CSO applications until Feb. 20<sup>th</sup>, at which time we will begin our selection process. Arrangements were made for CSO Wiegand to attend a Community Policing seminar at NWTC in February. A new schedule was made for CSO coverage with only one year-round CSO. Aux. CSO Daniel Coyhis was promoted to an Auxiliary CSO Corporal position, and he will function as a team leader or the Aux. CSOs, helping the Unit Manager, Asst. Unit Manager, and the paid CSOs to supervise the Auxiliary CSOs (as Dan Coyhis is a volunteer, this promotion will not result in any pay increase or any additional costs to the program). A training manual, program, and certification test were developed to certify CSOs and Aux. CSOs as Field Training Officers, and to standardize the training process for new CSOs and Aux. CSOs. One CSO and one Aux. CSO have successfully completed the F.T.O. certification process.

### CSO Hours Worked

CSOs worked 41 hours during January. This month's weekly cap was 10 hours per CSO due to the school year.

### Auxiliary CSO Hours Worked

Auxiliary CSOs worked 13 hours in January.

### Park Patrols

A total of 60 patrols of city parks were performed:

- Bark Park- 5 patrols**
- Bayview Park- 2 patrols**
- Big Hill Park- 3 patrols**
- Bullhead Point- 3 patrols**
- Cherry Blossom Park- 6 patrols**



**Motorist Assists- 1 incident**  
**Funeral or Wide Load Escorts- 1 incident**  
**Person Escorts- 0 incidents**  
**Miscellaneous Errands for Department Personnel- 11 incidents**  
**Attempt to Locate Suspect Person or Vehicle- 0 incidents**  
**Littering- 0 incidents**  
**Open Door- 0 incidents**  
**Vehicle Defect Notice Inspections- 2 inspections**  
**Subpoena/Paper Service- 0 incidents**  
**Vandalism- 0 incidents**  
**Property Inventory- 0 incidents**

*—Officer South, Community Service Unit Manager*  
*Officer Krah, Community Service Unit Assistant Manager*

Bob Bordeau  
Municipal Services Superintendent  
835 N. 14th Avenue  
Sturgeon Bay, WI 54235



Phone: 920-746-2912  
Fax: 920-746-2906  
bbordeau@sturgeonbaywi.org

## STREET DEPARTMENT WORK COMPLETED

January 2011

*Plow roadways and alleys*  
*Salt roadways and alleys*  
*Salt Brine to hills, curves and bridges*  
*Clear sidewalks of snow*  
*Fill sand barrels*  
*Salt and remove ice from water leak on Michigan Street*  
*Clean and repair salt shed*  
*Truck and vehicle maintenance*  
*Replace plow blades*  
*Paint equipment and trucks*  
*Remove detour signs on Madison Avenue for Michigan Street Bridge opening*  
*Dig and backfill foundation for Pavilion at Martin Park*  
*Patch potholes*  
*Prune around roadways and alleys*  
*Wash banners*  
*Sign inventory*  
*Christmas tree collection*

### *Garbage Weights:*

*Tons of refuse: 164.62*  
*Tons of commingled: 20.46*  
*Tons of paper: 36.01*

### *Truck Repairs:*

*Snow fall for January was: 15 inches*  
*Rainfall for January was: .90 inches*  
*Average daily high temperature was: 23.1*  
*Average daily low temperature was: 8.7*

*Overtime Hours Worked: 285.50*

Providing all residents, businesses and visitors a safe and clean community.

7d.

7d.

## BEVERAGE OPERATOR LICENSES

1. DeLair, Jennifer C.
2. Fischer, Mark J.
3. Vandertie, Susan A.
4. VanDreese, Steve E.

**COMBINATION CLASS B LIQUOR & BEER LICENSE**

1. Blind Dog, Inc  
Agent: Stacy Sawdo  
129 Madison Avenue  
Sturgeon Bay, WI 54235  
March 2, 2011 – June 30, 2011

\*\* Contingent upon the successful closing between WHG Development Company, LLC and Blind Dog, Inc.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Park and Recreation committee and Board hereby recommend approval of the Sturgeon Bay Bicycle Master Plan.

Respectfully Submitted,  
PARK AND RECREATION COMMITTEE & BOARD  
Danny Wiegand, Chairman

RESOLVED, that the foregoing recommendation be adopted.

Date: November 29, 2010

\* \* \* \* \*

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

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

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

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

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, to approve the sale of lot #9 in the Industrial Park to Dave Smith, President of HTF, Inc., to expand his business according to the development agreement. Mr. Smith agrees to pay \$10,100.00 at closing and the City to finance the balance of \$20,200.00 for a three year period, with the City having the right of first refusal to repurchase the property back. HTF, Inc., will pay all legal fees.

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.



**Memo**

**To:** Finance Committee

**From:** Bill Chaudoin 

**Date:** February 1, 2011

**Re:** Industrial Park Offer to Purchase

See the attached letter from Dave Smith, Owner of HTF, Inc. regarding his interest in purchasing an adjacent lot in the Sturgeon Bay Industrial Park to expand his business. His business is currently located at 1447 Shiloh Road. Customer demand for his heat treat furnace products has increased significantly in recent months and requires that he double the size of his current facility (12,800 sf). To accomplish this addition requires that he acquire the adjacent lot (lot # 9) to the west of his current location (see the attached map). Also attached is a site plan for his proposed addition.

Below is a review of City's Industrial Park Development Policies and an explanation as to how the proposed project conforms to the policies.

1. Land Pricing:

The purchase price is \$30,300 for the 1.01-acre parcel, which complies with the pricing policy of \$30,000 per acre. The buyer will pay \$10,100 at closing and the city will finance the balance of \$20,200 over three years in accordance with this policy.

2. Minimum Building Size

The City's minimum building size requirement for the subject lot is 4,000 sq. ft. The buyer is proposing to construct a building totaling 12,800 sq. ft. so is in compliance with this policy.

3. Incentives

The buyer may qualify for job creation and real estate investment incentive credits offered by the city based on how many jobs and the amount of investment he makes in building improvements on the subject property. He is proposing to create up to 3 jobs and invest up to \$600,000 on this project. If he is successful in documenting this level of job creation and investment within 3 years the buyer would earn \$36,000 in jobs and investment credits. These credits would be applied against the \$20,200 balance due the city for the purchase of the property, effectively eliminating the buyer's responsibility for payment of this amount. Any excess incentive credits earned by the buyer are not collectable by the buyer.

**BUSINESS By NATURE®**

4. Repurchase Option

The buyer will be required to sign at closing the city's standard Repurchase Option which gives the City the option to repurchase the property if he does not complete construction of a facility within 18 months of closing.

5. Purchase Option

Not applicable for this transaction.

6. Land Title Conveyance

In accordance with this policy, this transaction will not be closed until such time as the buyer files a building permit application for improvements on the property. The buyer is proposing to file a building permit application immediately after approval of the sale so that he can close on the purchase and commence construction of the facilities as soon as possible.

7. Offer to Purchase

All required documents from the prospective buyer and city officials will be provided to the City Finance, Purchasing and Building Committee in accordance with this policy. The buyer will provide an earnest money check to the City Treasurer in the amount of \$3,000 in accordance with this policy.

The Offer to Purchase from HTF, Inc is in compliance with the City of Sturgeon Bay Industrial Park Development Policies. I recommend that the City approve this Offer to Purchase. Please let me know if you have any questions or concerns. Thank You.



24 January 2011

Door County Economic Development Corp.  
185 E. Walnut St.  
Sturgeon Bay, WI 54235  
Attn. Bill Chaudoir

Subject: Response to: Item 7b, **Offer to Purchase**, Sturgeon bay Industrial Park Development Policies

Subject Property: Lot 9 Industrial Park Annex.

Property Use: to provide expansion of manufacturing space for HTF, Inc.

Projected job creation: Two or Three second half 2011

Proposed building: size: 160 ft. x 80 ft., Type: Butler style Steel, High bay (Same foot print as existing building, which was built in Spring of 2000)

Estimated value of project: \$ 600,000

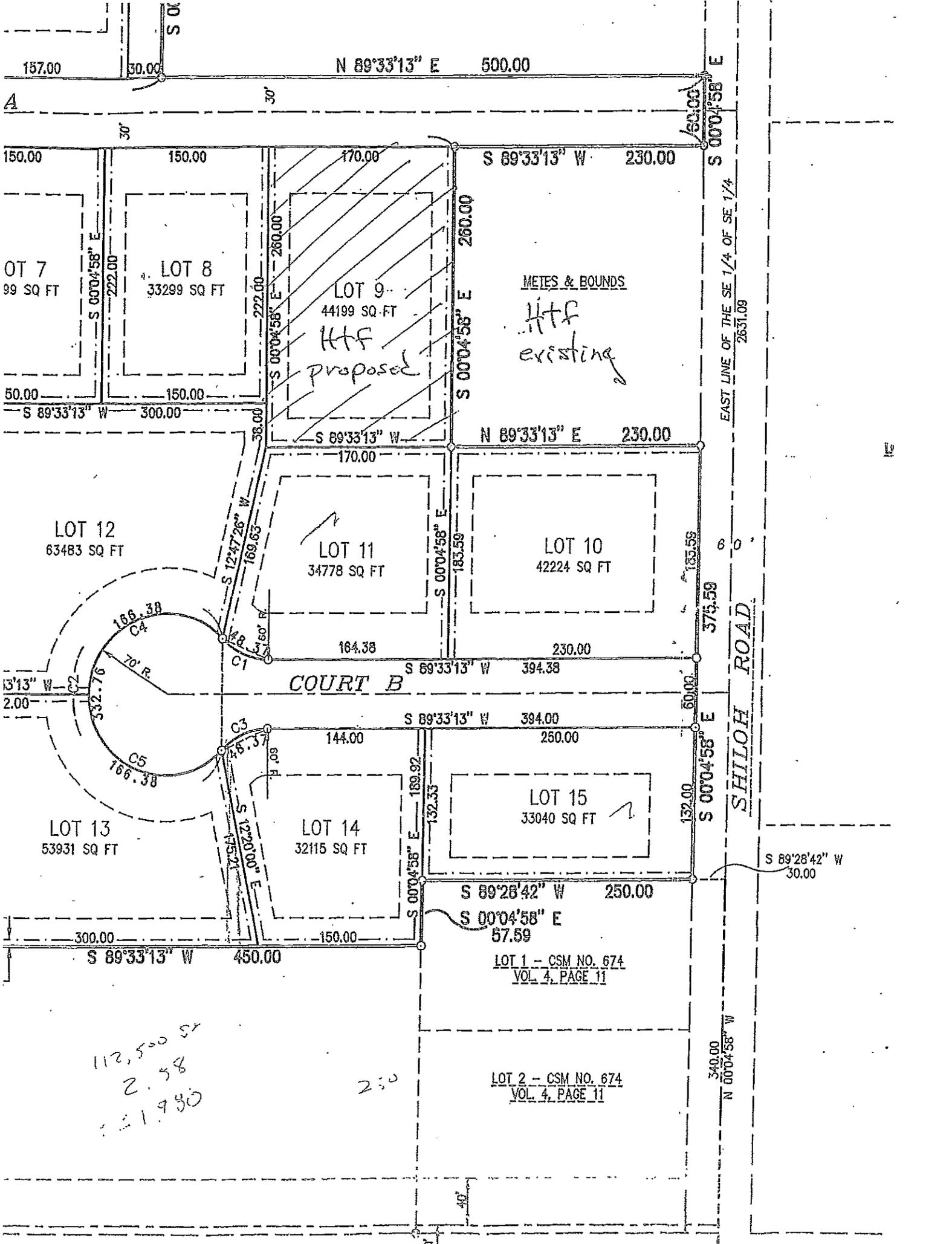
Employees: Average shop personnel since 1998, 5 to 6

Respectfully submitted,  
David G. Smith, President, for HTF, inc.

home office: 540 E Circle Ridge Pl.  
Sturgeon Bay, WI 54235  
Tel: (920) 818-0747  
Fax: (920) 818-0454  
e-mail: [dsmith@htf.com](mailto:dsmith@htf.com)

Plant: 1447 Shiloh Road  
Sturgeon Bay, WI 54235  
Tel: (920) 746-9850  
Fax: (920) 746-9985  
e-mail: [hifinc@sbcglobal.net](mailto:hifinc@sbcglobal.net)

Visit our web site: [www.heattreatfurnaces.com](http://www.heattreatfurnaces.com)



157.00 50.00 N 89°33'13" E 500.00

150.00 150.00 170.00 S 89°33'13" W 230.00

LOT 7  
99 SQ FT

LOT 8  
33299 SQ FT

LOT 9  
44199 SQ FT

METES & BOUNDS  
HTF  
existing

HTF  
proposed

50.00 150.00  
S 89°33'13" W 300.00

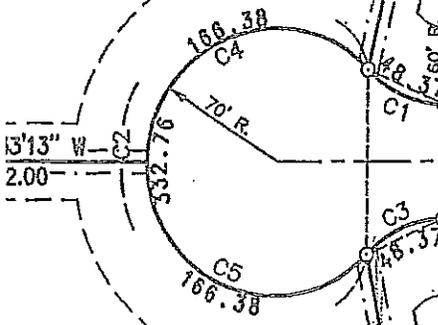
S 89°33'13" W 170.00 N 89°33'13" E 230.00

EAST LINE OF THE SE 1/4 OF SE 1/4  
2631.09

LOT 12  
63483 SQ FT

LOT 11  
34778 SQ FT

LOT 10  
42224 SQ FT



COURT B

164.38 230.00  
S 89°33'13" W 394.38

13'13" W 2.00  
S 89°33'13" W 394.00

LOT 13  
53931 SQ FT

LOT 14  
32115 SQ FT

LOT 15  
33040 SQ FT

SHILOH ROAD

300.00 450.00  
S 89°33'13" W

144.00 250.00  
S 89°33'13" W 394.00

S 89°28'42" W 250.00  
S 00°04'58" E 57.59

S 89°28'42" W 30.00

LOT 1 - CSM NO. 674  
VOL. 4, PAGE 11

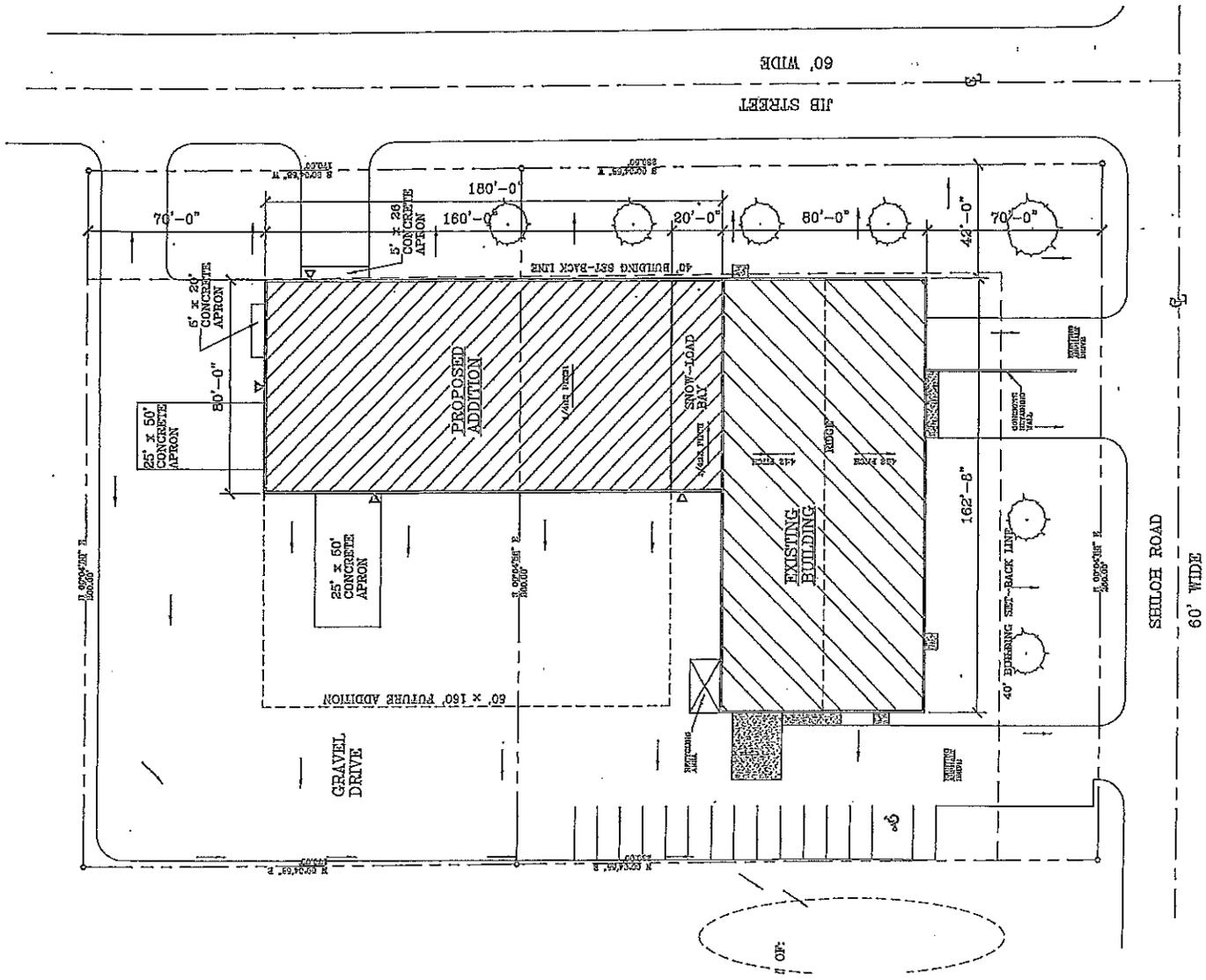
LOT 2 - CSM NO. 674  
VOL. 4, PAGE 11

112,500 sq  
2.58  
1.980

250

340.00  
N 00°04'58" W

40'



Proposed HtF expansion project

Site Plan



# VACANT LAND OFFER TO PURCHASE

1  
2  
3  
4 The undersigned **Buyer, HTF, Inc.**, hereby offers to purchase from the City of Sturgeon Bay,  
5 Door County, Wisconsin, property described as: Lot 9 of Whitford's First Addition to the  
6 Sturgeon Bay Industrial Park, City of Sturgeon Bay, at the price of Thirty Thousand Three  
7 Hundred Dollars (\$30,300.00) and on the following terms and conditions:

8 **EARNEST MONEY:** of Three Thousand Dollars (\$3,000.00), Seven Thousand One Hundred  
9 Dollars (\$7,100.00) in cash at closing, and the balance subject to the financing terms contained  
10 in Addendum "A" hereto. If Buyer fails to close this transaction for any reason other than failure  
11 of the Seller to provide the title insurance required herein, failure of Seller to provide proposed  
12 documents of conveyance, or failure of any of Buyer's contingency listed on Addendum "B" to be  
13 completed that are not waived by Buyer, then the earnest money furnished by Buyer shall be  
14 disbursed to Seller in this transaction or at Seller's option, Seller may commence legal action  
15 against Buyer for specific performance of this contract. Otherwise, the earnest money shall be  
16 returned to Buyer if closing does not take place.

17 **TIME IS OF THE ESSENCE AS TO:** Acceptance, legal possession, occupancy, date of closing  
18 and as to all dates inserted in this offer.

19 **CONTINGENCIES:** The Buyer's obligation to conclude this transaction is conditioned upon the  
20 consummation of the following: See Addendum "A" hereto.

21 **INCLUDED IN THE PURCHASE PRICE:** such of the following items as may be on the property  
22 on the date of this offer, and all garden bulbs, plants, shrubs and trees.

23 **CONVEYANCE OF TITLE:** Seller shall, upon payment of the purchase price, and filing of an  
24 application for building permit for construction of improvements required under this agreement,  
25 convey the property to Buyer by Warranty Deed, free and clear of all liens and encumbrances,  
26 excepting: municipal and zoning ordinances, recorded easements for public utilities and  
27 drainage facilities, building and use restrictions and covenants including but not limited to those  
28 set forth in this Offer to Purchase, general taxes levied in the year of closing, provided none of  
29 the foregoing prohibit Buyer's intended use. Seller and Buyer shall complete and execute all  
30 documents necessary to complete this sale and Seller shall record the documents of  
31 conveyance. (WARNING: Building and use restrictions and covenants can have material  
32 impact on the use of or improvements to the property.)

33 **ACCEPTANCE:** This offer is binding upon both parties only if a copy of the accepted offer is  
34 hand delivered to the Buyer or deposited, postage or fees prepaid, in the U.S. mail or a  
35 commercial delivery system, addressed to Buyer at 540 East Circle Ridge Place, Sturgeon Bay,  
36 Wisconsin 54235 or by personal delivery of the accepted offer to Buyer on or before closing of  
37 this transaction.

38 **CLOSING:** This transaction is to be closed at the offices of title company or city attorney on or  
39 before \_\_\_\_\_, 2011, or at such other time and place as may be agreed upon in writing.

40 **LEGAL POSSESSION:** Legal possession of the property shall be delivered to Buyer on date of  
41 conveyance of warranty deed.

42 It is understood the property is now occupied by Seller as owner and is not leased to another  
43 party.

44 **OCCUPANCY OF THE PREMISES:** shall be given to Buyer on the date of closing.

45 **REPRESENTATIONS/WARRANTIES:** Seller represents that maps at the Door County  
46 Courthouse indicate none of the property is located in a flood plain.

47 Seller represents that maps at the Door County Courthouse indicate none of the property is  
48 located in a wetland.

49 Seller represents that the property is zoned Industrial (I-1a).

50 Seller represents to Buyer that Seller has no notice or knowledge of any underground storage  
51 tanks and the presence of any dangerous or toxic materials or other environmental conditions  
52 affecting the property.

53 **PRORATIONS:** The following items shall be prorated as of the day of closing: general real  
54 estate taxes, if any.

1 **TAXES:** Buyer agrees to pay real estate tax upon the assessed value of the subject property  
2 or to pay a tax equivalent of an equal amount of the real estate tax of not less than what the  
3 tax rate would be inclusive of all taxing bodies through the life of TID #1.

4 **SPECIAL ASSESSMENTS:** Special assessments, if any for work on site actually commenced  
5 or levied prior to date of this offer, shall be paid by Seller as provided for in Addendum "A"  
6 hereto.

7 **TITLE EVIDENCE:** Seller shall provide to Buyer at Seller's expense at least three (3) days  
8 before closing, a commitment from a title insurance company licensed in Wisconsin to issue title  
9 insurance in the amount of the purchase price upon recording on proper documents; showing  
10 title to the property as of date no more than 15 days before such title proof is provided to Buyer  
11 to be in the condition called for in this offer, and further subject only to liens which will be paid  
12 out of the proceeds of the closing and standard title insurance exceptions, as appropriate.  
13 Buyer shall notify Seller of any valid objection to title in writing by closing. Seller shall have a  
14 reasonable time, but not exceeding 15 days, to remove the objections, and closing shall be  
15 extended as necessary for this purpose.

16 Seller and Buyer agree to act in good faith and use diligence in completing the terms of this  
17 agreement. This agreement binds and inures to the benefit of the parties to this agreement and  
18 their successors in interest.

19 **ADDITIONAL PROVISIONS:** See Addenda "A", "B" and "C" attached hereto.

20 Dated this 1st day of February, 2011.

21 **BUYER:** HTF, Inc.

22  
23  
24 By: David G. Smith  
25 David G. Smith, President  
26 FEIN: 39-1823114  
27  
28  
29

30 If this offer is hereby accepted, the warranties and representations made herein  
31 survive the closing of this transaction. The undersigned hereby agrees to sell and convey  
32 the above-mentioned property on the terms and conditions as set forth and acknowledges  
33 receipt of a copy of this agreement.

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

35 **SELLER:** City of Sturgeon Bay

36  
37  
38 By: \_\_\_\_\_  
39 Thad Birmingham, Mayor  
40 FEIN: 39-6005627  
41  
42

43 **Attest:**

44  
45  
46 by: \_\_\_\_\_  
47 Stephanie L. Reinhardt, Clerk

48 This offer was drafted by Attorney Randall J. Nesbitt, State Bar No. 1000013, Attorneys for  
49 the City of Sturgeon Bay, Door County, Wisconsin. It was presented to Buyer by \_\_\_\_\_  
50 on \_\_\_\_\_, 2011, at \_\_\_\_\_ a.m. / p.m.  
51  
52  
53

**STURGEON BAY INDUSTRIAL PARK  
DEVELOPMENT AGREEMENT**

AGREEMENT made by and between the City of Sturgeon Bay, Sturgeon Bay, Wisconsin, a municipal entity created under the laws of the State of Wisconsin, hereinafter referred to as "City" and HTF, Inc., hereinafter referred to as "Developer".

**RECITALS**

A. WHEREAS the City of Sturgeon Bay (City) is the owner of land in an area created as an industrial park for the purpose of development of business and employment opportunities in the City of Sturgeon Bay;

B. AND WHEREAS the City through its Common Council and administration has determined that it is in the best interest of the City to enter into agreements with developers to clearly set forth the obligation of developers to engage in industrial development in the City of Sturgeon Bay Industrial Park;

C. AND WHEREAS the Developer desires to purchase land from the City and construct improvements in the City of Sturgeon Bay Industrial Park and is willing to commit to certain obligations in order to do so;

**TERMS**

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties as hereinafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged by both of the parties hereto, it is agreed as follows:

1. **Property to be Purchased.** Developer agrees to purchase property from the City of Sturgeon Bay, in the Sturgeon Bay Industrial Park, identified as Lot 9 of Whitford's First Addition to the Sturgeon Bay Industrial Park, a parcel containing approximately 1.01 acres of land at a price of Thirty Thousand Three Hundred Dollars (\$30,300.00). The terms of such purchase will be governed by a separate purchase contract.

2. **Improvements to be Constructed.**

a. Developer agrees to construct on the subject property in the Sturgeon Bay Industrial Park a commercial building of at least 12,000 sq. ft. valued at a minimum of Six Hundred Thousand Dollars (\$600,000.00) within eighteen (18) months of the closing of the land purchase transaction referred to in Paragraph 1. The commercial building shall be substantially complete by the expiration of such eighteen (18) month term. Substantial completion shall be accomplished when a

Recording Area

Name and Return Address

Atty. Randall J. Nesbitt  
Pinkert Law Firm LLP  
454 Kentucky Street, PO Box 89  
Sturgeon Bay, WI 54235-0089

281-72-182726009

Parcel Identification Number (PIN)

certificate of occupancy of the structure has been provided by the City of Sturgeon Bay Building Inspector.

b. In the event a commercial building satisfying the requirements of this agreement is not completed within eighteen (18) months of the date of this agreement, Developer, their heirs, successors, agents, and assigns agree to pay to the City a sum equal to the amount of property tax on a commercial structure valued at Six Hundred Thousand Dollars (\$600,000.00) for improvements only, which would be levied upon such improvements if they had been completed in a timely basis. Such annual fee shall be paid to the City of Sturgeon Bay on or before January 31<sup>st</sup> of each year commencing the first January 31<sup>st</sup> after the eighteen (18) month construction deadline has passed based upon the property assessment for commercial property for that year.

c. The payment for each following year shall be based upon the assessed value of such property on the subsequent January 1<sup>st</sup>, and continue in a like manner thereafter.

d. The amount of the payments as set forth above are to be computed as follows:

$$\begin{array}{r} \text{Estimated Equalized value of land and buildings with required improvements} \\ \times \quad \text{Annual real property tax rate per thousand using the most recent tax bill} \\ - \quad \text{Property tax assessed against such property} \\ = \quad \text{Annual Tax Equivalent Payment} \end{array}$$

e. If not paid, this fee shall be assessed as a special charge against the property. The term of liability for these tax equivalency payments shall continue until all required improvements are constructed or the City exercises its right of repurchase, whichever comes first.

3. Utilities. Sewer, water, electrical, natural gas, and telephone utilities shall be available to the site and supplied to the boundaries of the subject property by the City.

4. Building Permit. City shall provide to Developer a building permit for the industrial improvements outlined herein at the sole cost of Developer, provided Developer submits the required documentation to the City of Sturgeon Bay Building Inspector. Developer shall obtain, directly or through its agents, approval from the State of Wisconsin and all other necessary regulatory agencies for such improvements. Developer shall use due diligence in making application and supplying information in a timely manner for all necessary permits and approvals. No building permit shall be issued for any improvements below the minimum building size of the existing City of Sturgeon Bay Industrial Park development policies approved by the Common Council of the City of Sturgeon Bay (currently 4,000 sq. ft.).

5. Construction. Developer shall cause the improvements as identified herein to be constructed in accordance with all applicable federal, State of Wisconsin, County of Door, and City of Sturgeon Bay laws, ordinances, and regulations. The structural requirements of the facility will be constructed according to Wisconsin State Building Codes. Construction shall proceed in a timely and expeditious manner; and the building site, once construction is commenced, shall not remain inactive for an unreasonable period of time.

6. **Completion.** Developer shall complete construction of the improvements upon the site, in accordance with its approved plans, so that a certificate of occupancy has been received by the Developer within eighteen (18) months of the closing of the purchase transaction for the Industrial Park property. Time is of the essence as to this date.

7. **Restriction on Sale of Property.** Developer may not sell, transfer, or otherwise convey the subject property prior to the completion of construction of the improvements required herein. Any attempt to convey the property prior to the completion of construction and without the written consent of the City shall be ineffective and void. This provision does not, however, prevent the Developer from granting a valid mortgage interest in the property.

8. **Repurchase Option.** The City and Developer recognize that the City of Sturgeon Bay will retain an option to repurchase the property which is the subject of this agreement if construction of the improvements as outlined herein is not completed within eighteen (18) months of the closing of this transaction. The City of Sturgeon Bay retains the sole option to repurchase this property, subject to the terms of an option to repurchase agreement which was completed by Developer and City of Sturgeon Bay.

9. **Survival of Agreement.** This agreement and the terms contained herein shall survive the closing of this transaction and the obligations created herein shall remain the obligations of the City of Sturgeon Bay and the Developer, its heirs, successors, agents, and assigns. The conditions and obligations of this Development Agreement are covenants affecting the property which is the subject of this agreement and shall remain in full force and effect until a satisfaction of the same is approved by the City of Sturgeon Bay.

CITY OF STURGEON BAY

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Thad Birmingham, Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Stephanie L. Reinhardt, Clerk

STATE OF WISCONSIN )  
 )SS  
COUNTY OF DOOR )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, the above-named Thad Birmingham, Mayor, and Stephanie L. Reinhardt, Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

HTF, INC.,  
DEVELOPER

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
David G. Smith, President

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Prisca Smith, Secretary

STATE OF WISCONSIN    )  
                                  )SS  
COUNTY OF DOOR        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, the above-named David G. Smith and Prisca Smith to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

**Addendum to Vacant Land Offer to Purchase by HTF, Inc. of a 1.01 acre tract of land in the Sturgeon Bay Industrial Park (Lot 9 of Whitford's First Addition to the Sturgeon Bay Industrial Park).**

**CONTINGENCIES**

1. **Financing.** Seller financing two-thirds (2/3) of the purchase price, Twenty Thousand Two Hundred Dollars (\$20,200.00), on a note and mortgage, at no interest, payable in a lump sum three (3) years from the date of closing, with payments calculated as follows:

Credits, if earned, will be applied to the balloon payment due as described above. Credits available are as follows:

- (1) Job Credit of \$4,000 per job for each new full-time equivalent (FTE) job that pays at least \$15/hour exclusive of benefits.
- (2) Real estate investment credit of \$4,000 for each \$100,000 in real estate improvements constructed prior to final payment due date.

The credits shall be subtracted from the balance due to determine the total balance due as of the due date, three years from the date of closing.

2. **Other Financing.** This sale is subject to Buyer obtaining additional financing totaling \$600,000 for construction of a 12,000+ square foot commercial building, equipment purchase and working capital.

**ADDITIONAL PROVISIONS:**

1. **Investment by Buyer.** As part of the consideration for Seller entering into this Offer to Purchase and Sale, Buyer hereby agrees that Buyer will invest at least \$600,000 in the development and construction of 12,000+ square foot of commercial building on or before 18 months from the date of closing.
2. **Option to Repurchase.** Both parties shall execute at closing the standard Option to Repurchase agreement required by Seller for sale of properties in the Industrial Park, a copy of which Option to Repurchase is attached hereto as Addendum "C".

**OPTION TO REPURCHASE**

AGREEMENT made and concluded this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Sturgeon Bay, a Wisconsin Municipal Corporation, Sturgeon Bay, Door County, Wisconsin, hereafter referred to as CITY, and HTF, Inc., hereafter referred to as OPTIONOR, for the purpose of defining the terms of a Repurchase Agreement affecting a parcel of real estate.

**RECITALS:**

WHEREAS, the CITY is selling to OPTIONOR a parcel of real estate presently owned by the CITY at a favorable price for the purpose of promoting industrial development in the CITY OF STURGEON BAY and obtaining related economic benefits for the local area including creation of jobs, increasing the tax base of the CITY OF STURGEON BAY, and enlarging the market for other industries and businesses in the area, and

Recording Area

Name and Return Address

Atty. Randall J. Nesbitt  
Pinkert Law Firm LLP  
454 Kentucky Street, PO Box 89  
Sturgeon Bay, WI 54235-0089

281-72-182726009  
Parcel Identification Number (PIN)

WHEREAS, OPTIONOR is purchasing a parcel of real estate from the CITY for development at a favorable price with the present intention of building commercial building space of at least 12,000+ sq. ft., said real estate being described as follows:

Lot 9 of Whitford's First Addition to the Sturgeon Bay Industrial Park,  
City of Sturgeon Bay, Door County, Wisconsin,

and

WHEREAS, the CITY desires to limit the potential for speculative use of the above-described parcel of real estate, and

WHEREAS, OPTIONOR is willing to provide this OPTION TO REPURCHASE to the CITY for the above-stated reason.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, RECEIPT OF WHICH IS ACKNOWLEDGED BY BOTH OF THE PARTIES HERETO, IT IS COVENANTED AND AGREED BY AND BETWEEN THE CITY AND OPTIONOR AS FOLLOWS

1. OPTIONOR hereby grants and conveys this OPTION TO REPURCHASE to the CITY OF STURGEON BAY on the following terms and conditions:

a. In the event that OPTIONOR's present intention to build commercial building space of at least 12,000+ sq. ft. changes and OPTIONOR wishes to dispose of the real estate described herein, OPTIONOR shall notify the CITY in writing by certified mail with return receipt of OPTIONOR's wish to dispose of the above-described real estate. Upon receipt of said notice from OPTIONOR, the CITY shall have thirty (30) consecutive calendar days to exercise the option granted herein to repurchase the above-described parcel of real estate at the price paid by OPTIONOR to the CITY; this option shall be deemed to have been exercised when the CITY responds to OPTIONOR within said 30-day period with a letter declaring the CITY's intent to exercise the option granted herein. Thereafter, the CITY shall tender said purchase price in full within thirty (30) days of the providing of the notice of exercising option and OPTIONOR agrees to provide to the City a properly executed Warranty Deed describing the above-described parcel of real estate upon tender of said purchase price. OPTIONOR agrees and represents that said conveyance by OPTIONOR shall be free and clear of all liens and encumbrances and OPTIONOR further agrees and represents to be responsible for delinquent and prorated real estate taxes, and special assessments and other special charges levied and of record against the above-described parcel of real estate at the time of the Warranty Deed conveyance by OPTIONOR. If necessary, the CITY may deduct said real estate taxes, special assessments, and special charges from the purchase price tendered for the Warranty Deed. In the event that the CITY does not respond to OPTIONOR's initial notice of its wish to dispose of the above-described parcel of real estate within thirty (30) consecutive calendar days, or if the CITY does not tender the purchase price within thirty (30) consecutive calendar days after the City's notice of intent to exercise its option rights herein, with appropriate modifications as described above, then this OPTION TO REPURCHASE shall be automatically null, void, and of no further legal effect without further action by either party.

b. In the event that OPTIONOR does not complete construction of commercial building space of at least 12,000+ sq. ft. on the above described parcel of real estate within eighteen (18) months from the date of issuance of the original building permit issued to OPTIONOR, then the CITY may exercise this OPTION TO REPURCHASE in accordance with the terms and procedures described in Paragraph 1b above. For the purposes of this OPTION TO REPURCHASE, completion of construction occurs with the issuance of the occupancy permit by the Building Inspector's Office. In the event that construction is completed as described above, then this OPTION TO REPURCHASE shall be automatically and permanently null, void, and of no further legal effect without further action by either party.





107 South 4th Avenue • Sturgeon Bay • Wisconsin 54235 • [www.millerartmuseum.org](http://www.millerartmuseum.org)

February 21, 2011

To: Door County Library Board

✓ To: Sturgeon Bay City Council

From: Miller Art Museum

Re: Permission to serve wine

Board of Directors

President

Kristi Roenning

Vice President

Ruth Scholz

Secretary

Carl Mengert

Treasurer

Sue Anderson

Marjory Allingham

Miriam Erickson

Ruth Ann Ibach

David Murphy

Bill Parsons

Hermke Timm

Museum Director

Bonnie Hartmann

On occasion we request permission to serve wine for special receptions in the Museum during a time when the Library is not open. We request this for three occasions listed:

• Saturday, June 4, 2011 • 5:00-6:30pm

Exhibit Opening Reception  
*Wisconsin Wildlife Biennial XV*

• Saturday, July 23, 2011 • 5:00-6:30pm

Exhibit Opening Reception  
*Centennial*

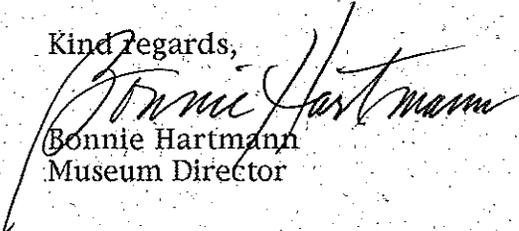
• Saturday, September 17, 2011 • 5:00-6:30pm

Exhibit Opening Reception  
*36th Juried Annual Exhibit*

These are public events and you are all cordially invited!

Thank you for your consideration.

Kind regards,

  
Bonnie Hartmann  
Museum Director

DISALLOWANCE OF CLAIM RESOLUTION

WHEREAS, A Notice of Claim was filed on January 7, 2011, an incident date of December 20, 2010, with the City Clerk; and

WHEREAS, said Notice of Claim alleges that Carrie Counihan, 829 Ebbtide Street, Sturgeon Bay, WI 54235, sustained damages, and alleges that said damages located at Maple Street and Joliet Avenue were caused by the City of Sturgeon Bay and employees of the City of Sturgeon Bay; and

WHEREAS, review of this matter by the City's Insurance Carrier recommends that the claim be denied.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Sturgeon Bay that the claim submitted by Carrie Counihan, be and the same is hereby denied, and no action on this claim may be brought against the City of Sturgeon Bay or any of its officers, officials, agents or employees after six months from the date of service of this notice, pursuant to Wisconsin Statute 893.80.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the claimant by certified mail, return receipt requested, as a notice of disallowance.

\*\*\*\*\*

Motion made by Alderperson \_\_\_\_\_, seconded by

Alderperson \_\_\_\_\_ to adopt.

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

February 16, 2011

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



1700 Opdyke Court  
Auburn Hills, Michigan  
48326  
(248) 371-3100  
(800) 225-6561  
(248) 371-3091 fax  
www.midwestclaims.com

Re: Program: League of Wisconsin Municipalities Mutual Insurance  
Our Insured: City of Sturgeon Bay  
Date of Loss: 12/20/2010  
Our Claim #: WI8 151050  
Claimant: Carrie Counihan  
Claimant Carrier: Progressive, Attn: Carrie Morris  
PO Box 512929; Los Angeles, CA 90051  
Carrier Claim #: 10-1252533

Dear Ms. Reinhardt:

Midwest Claims Service, Inc. is the claims administrator for the League of Wisconsin Municipalities Mutual Insurance who provides the insurance coverage for the City of Sturgeon Bay. We are in receipt of the above-stated claim in which the claimant alleges she sustained damages to her vehicle when after a collision with a City truck. The date of incident was December 20, 2010.

Our investigation has revealed that certain alleged facts regarding duty or causation are in dispute or unproven; therefore, we recommend that the City of Sturgeon Bay deny this claim pursuant to the Wisconsin statute for disallowance of claim 893.80(1g). The disallowance of the claim in this manner will allow us to shorten the statute of limitations period to 6 months.

The basis of this denial should be that there is no liability on behalf of the City of Sturgeon Bay. The collision occurred as the claimant attempted to pass the City truck on the right, in the parking lane. Both vehicles intended to make the same right turn onto North Joliet Avenue. The City vehicle had lights activated in addition to his right turn signal, therefore, there was no reason for the claimant to believe the insured truck would continue to travel straight. If there were a finding of negligence on behalf of the City, the standard of review would be that the City would only be liable for this loss if they were more than 50% comparatively negligent. Our investigation has determined that if any degree of negligence was found on behalf of the City, it would be less than 50%.

Please send your denial letter directly to the claimant at the above-stated address. Your denial should be sent certified or registered mail (restricted) and must be received by the claimant within 120 days after you received the claim. Please send a copy of your denial to our address as stated above. If you have any further questions, please feel free to call me at 1-800-225-6561 x3099.

Sincerely,

Shannon Fike  
Claims Adjuster

cc: Burkhart-Heisdorf Insurance Agency

February 16, 2011



Progressive  
Attn: Carrie Morris  
PO Box 512929  
Los Angeles, CA 90051

1700 Opdyke Court  
Auburn Hills, Michigan  
48326  
(248) 371-3100  
(800) 225-6561  
(248) 371-3091 fax  
www.midwestclaims.com

Re: Program: League of Wisconsin Municipalities Mutual Insurance  
Our Insured: City of Sturgeon Bay  
Date of Loss: 12/20/2010  
Our Claim #: WI8 151050  
Claimant: Carrie Counihan  
Claimant Carrier: Progressive  
Carrier Claim #: 10-1252533

Dear Ms. Morris:

Midwest Claims Service, Inc. is the claims administrator for the League of Wisconsin Municipalities Mutual Insurance who provides the insurance coverage for the City of Sturgeon Bay. We are in receipt of the above-stated subrogation claim in which you made payments to your insured after a collision with a City truck. The incident occurred on December 20, 2010.

Our investigation has revealed that certain alleged facts regarding duty or causation are in dispute or unproven; therefore, we will be recommending that the City of Sturgeon Bay disallow this claim. Our investigation did not find any liability on behalf of the City. The collision occurred when your insured made the decision to pass our truck in the parking lane rather than wait for him to complete his turn. Our investigation has determined that if any degree of negligence was found on behalf of the City, it would be less than 50%.

Sincerely,

A handwritten signature in black ink that reads "Shannon Fike".

Shannon Fike  
Claims Adjuster

cc: City of Sturgeon Bay  
Burkhart-Heisdorf Insurance Agency

EXECUTIVE SUMMARY

**DATE:** February 24, 2011

**TITLE:** Bid results for Egg Harbor Road & 14<sup>th</sup> Ave improvements for the WalMart redevelopment.

**BACKGROUND:** On February 23, 2011 we opened the bids for the improvements to Egg Harbor Road that were authorized as part of the WalMart redevelopment. Bids have been reviewed and are as follows:

- 1. Peter's Concrete Co.....\$726,373.50
- 2. Advance Construction Inc.....\$736,000.95
- 3. Dorner Inc.....\$750,946.95
- 4. De Groot Inc.....\$767,744.07

This work will include:

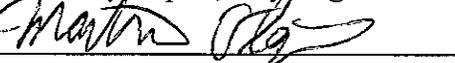
- Storm sewer, water main and sanitary sewers
- Turn lanes, curb and gutter and new pavement from 14<sup>th</sup> through the entrance to the proposed store
- Water main and sanitary sewer on 14<sup>th</sup> Ave from Blue Bird to the WalMart entrance behind the Econo Foods store
- traffic signals on Egg Harbor Rd at 14<sup>th</sup> Ave and the proposed WalMart entrance
- Detour routes and road signage

**FISCAL IMPACT:** The City has budgeted for these improvements but will be reimbursed by WalMart for the entire cost of bidding and construction. WalMart will be presenting the City with a letter of credit for to cover these expenses.

**RECOMMENDATION:** Accept the bids and award a contract to Peters Concrete Company in the amount of \$726,373.50, subject to the conditions set in the City's development agreement with WalMart.

**SUBMITTED BY:** 

Anthony Depies, City Engineer

**REVIEWED BY:** 

Marty Olejniczak, Community Development Director

**REVIEWED BY:** 

Steve McNeil, City Administrator

RESOLUTION

WHEREAS, the Common Council of the City of Sturgeon Bay has determined that it is in the best interests of the City of Sturgeon Bay to establish compost site fees,

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

<u>Type</u>	<u>Fee</u>
Contractor permit fee	\$1,000 paid before use of site and is valid for one calendar year (January 1-December 31).
Contractor illegal dumping fee	\$500.00 (Plus the permit fee)
Illegal dumping for non-resident or non-permit holder fee	\$500.00

\*\*\*\*\*

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

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

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

## COMMUNITY PROTECTION & SERVICES COMMITTEE January 13, 2011

A meeting of the Community Protection & Services Committee was called to order at 5:34 p.m. by Chairperson Lodi in Council Chambers, City Hall. Roll call: Members Lodi, Mann and Schlicht were present. Also present: Jason Mann of Mann Communications, City Administrator McNeil, Public Works/Park & Recreation Superintendent Bordeau, members of the general public and Office/Accounting Assistant I Spittlemeister.

Moved by Mr. Schlicht, seconded by Mr. Mann to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Consideration of: Alternative Energy Sources (Solar Panels and Windmills).
4. Consideration of: Use of Compost Site and fees.
5. Consideration of: Request from Town of Sturgeon Bay to use City's compost site update and renewal.
6. Review of Bills.
7. Adjourn.

Carried.

### Consideration of: Alternative Energy Sources (Solar Panels and Windmills):

City Administrator McNeil explained that the wind siting rules were created by the Public Service Commission. Local municipalities can regulate wind-energy systems, but need to make sure that their local ordinances aren't more restrictive than state ruling.

John Hippensteel, 1015 County Road U, stated that Wisconsin State legislation adopted the wind siting rules created by the Public Service Commission in December of 2010. However, with a change in leadership, there may be modifications in the future to the wind siting rules. With the state ordinance in place, it is not necessary for the City to create their own at a local level.

An e-mail from Sturgeon Bay Utilities General Manager Jim Stawicki, suggested that since the City of Sturgeon Bay is covered under the Public Service Commission rulings, no further action is necessary. No action was taken by committee members.

### Consideration of: Use of Compost Site and fees:

Public Works/Park & Recreation Superintendent Bordeau explained that contractors are not allowed to use the City of Sturgeon Bay compost site on Division Road. However, they are willing to pay a yearly fee for that privilege. Information from different municipalities in Wisconsin suggested that none of the municipalities allow contractors to use their compost sites. The City is currently licensed by the Wisconsin Department of Natural Resources to hold up to 20,000 cubic yards of material at any point. Last year, the average was 12,000 cubic yards.

Moved by Mr. Schlicht, seconded by Mr. Mann to recommend to Common Council to accept a one year trial period for contractors to utilize the City of Sturgeon Bay compost site on Division Road, follow the outlined recommendations set by staff as follows, and forward to Finance/Purchasing and Building Committee to approve contractor permit fee, contractor illegal dumping fee and establish an illegal dumping fee for any non-resident or non-permit holder.

- 1) Contractor permit fee shall be \$1,000.00 paid before use of site and is good for one calendar year (January 1 – December 31).
- 2) Contractor shall dump only yard waste and brush collected from City of Sturgeon Bay, Town of Sturgeon Bay and Town of Sevastopol.
- 3) Contractors using the site without permit shall be required to pay the permit fee and will be charged a \$500.00 illegal dumping fee.

- 4) Contractors dumping materials collected from municipalities other than City of Sturgeon Bay, Town of Sevastopol and Town of Sturgeon Bay will have their permit revoked and will be charged a \$500.00 illegal dumping fee.
- 5) Any non-resident or non-permit holder will be charged a \$500.00 illegal dumping fee.
- 6) Contractors are able to purchase wood chips and compost at a cost of \$5.00 per cubic yard. (Date and equipment used for loading must be approved by Department of Public Works.)
- 7) All other policies that are currently in effect will remain in effect.

Carried.

Consideration of: Request from Town of Sturgeon Bay to use City's compost site update and renewal:  
Daniel Cihlar, Chairman for Town of Sturgeon Bay, stated that residents from the Town of Sturgeon Bay are requesting permission to use the City's compost site for 2011. A short discussion was held on pricing.

Moved by Mr. Mann, seconded by Mr. Schlicht to recommend to Common Council to renew the agreement between the City of Sturgeon Bay and the Town of Sturgeon Bay for the use of the City's compost site, located on Division Road, for a one year term under the following terms and conditions:

#### COMPOST SITE RULES AND REGULATIONS

Hours of Operation: Open 7 days a week, 24 hours a day.

Town of Sturgeon Bay and Town of Sevastopol have permission to use compost site with permit.

Permit will be issued at Municipal Services, 835 N 14<sup>th</sup> Ave, Monday thru Friday, 7:00 a.m. to 3:30 p.m. Cost of permit is \$25.00.

Permit must be purchased before use of compost site.

No commercial dumping allowed.

Removal of material compost or wood chips is allowed at a cost of \$15.00 per pick-up truck load. Material must be paid for before removal.

No use of heavy equipment for loading except with prior approval by Municipal Services (loader, tractor, backhoe, skid steer, etc.).

Failure to adhere to these rules will result in loss of permit.

Failure to purchase permit or pay for material in advance of use will result in a trespassing violation.

Carried.

#### Review of Bills:

Jason Mann of Mann Communications, explained the invoices submitted for payment. Moved by Mr. Schlicht, seconded by Mr. Mann to approve the invoices submitted for payment as of January 13, 2011 in the amount of \$2,315.29. Carried.

Moved by Mr. Schlicht, seconded by Mr. Mann to adjourn. Carried. The meeting adjourned at 6:16 p.m.

Respectfully submitted,

Laurie Spittlemeister  
Office/Accounting Assistant

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend to accept a one year trial period for contractors to utilize the City of Sturgeon Bay compost site on Division Road, follow the outlined recommendations set by staff as follows, and forward to Finance/Purchasing and Building Committee to approve contractor permit fee, contractor illegal dumping fee and establish an illegal dumping fee for any non-resident or non-permit holder.

- 1) Contractor permit fee shall be \$1,000.00 paid before use of site and is good for one calendar year (January 1 – December 31).
- 2) Contractor shall dump only yard waste and brush collected from City of Sturgeon Bay, Town of Sturgeon Bay and Town of Sevastopol.
- 3) Contractors using the site without permit shall be required to pay the permit fee and will be charged a \$500.00 illegal dumping fee.
- 4) Contractors dumping materials collected from municipalities other than City of Sturgeon Bay, Town of Sevastopol and Town of Sturgeon Bay will have their permit revoked and will be charged a \$500.00 illegal dumping fee.
- 5) Any non-resident or non-permit holder will be charged a \$500.00 illegal dumping fee.
- 6) Contractors are able to purchase wood chips and compost at a cost of \$5.00 per cubic yard. (Date and equipment used for loading must be approved by Department of Public Works.)
- 7) All other policies that are currently in effect will remain in effect.

Respectfully submitted,  
COMMUNITY PROTECTION AND SERVICES COMMITTEE  
By: John Lodl, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: January 13, 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: Commercial Use of Compost Site

Background: The use of the City of Sturgeon Bay compost site is for use by City residents only at no charge. The only other municipalities that are allowed access to the site are the Town of Sturgeon Bay and Town of Sevastopol which have been approved by the Sturgeon Bay City Council. Residents of these townships must purchase a twenty five dollar permit from the City before the residents of these communities are able to use the site. Over the past several years there have been numerous contractors using the site. By City policy, this is not allowed. Since the city does not have the resources to man the site as well as the fact that the site open 24 hours a day 7 days a week it is almost impossible to keep the contractor from using the site.

All contractors that I have talked to know what the rules are, and are willing to pay a fee just to be able to use the site. We have surveyed several other communities and found that many of them have the same rules as the City of Sturgeon Bay – to not allow contractor use of the site. To solve this problem some communities have hired staff to monitor the site, gone to closing the site on certain days, only keep the site open on Saturdays or have staff on hand with a loader to load material and monitor the site all in order to keep contractors from using the site.

We, as staff are suggesting stepping out of the box and allowing contractors the use of the site after a permit is purchased from the City of Sturgeon Bay. The following are policies that we suggest be put in place for a one year trial period.

- 1) Contractor permit fee shall be \$1,000.00 paid before use of site and is good for 1 calendar year (January 1 – December 31).
- 2) Contractor shall dump only yard waste and brush collected from City of Sturgeon Bay, Town of Sturgeon Bay, and Town of Sevastopol.
- 3) Contractors using the site without permit shall be required to pay the permit fee and will be charged a \$500.00 illegal dumping fee.
- 4) Contractors dumping materials collected from municipalities other than City of Sturgeon Bay, Town of Sevastopol, or Town of Sturgeon Bay will have their permit revoked and will be charged a \$500 illegal dumping fee.
- 5) Contractors are able to purchase wood chips and compost at a cost of \$5.00 per cubic yard. (date and equipment used for loading must be approved by DPW)
- 6) All other policies that are currently in effect will remain in effect.

For this policy, a contractor is defined as any person or company that collects a monetary fee for the removal of yard waste and or brush.

If after a one year trial period, it is determined by the Department of Public Works that this policy is working it shall be continued.

Fiscal Impacts: The money generated from the sale of permits to contractors for the sole purpose of disposing of yard waste and brush generated by residents of the City of Sturgeon Bay, Township of Sturgeon Bay and the Township of Sevastopol will offset the additional fees that will be incurred for the grinding of materials to produce usable compost and wood chips.

### Options:

1. Accept the policies noted above to allow contractors to use the City of Sturgeon Bay Compost Site for the disposal of yard waste and brush generated by residents of the City of Sturgeon Bay, Township of Sturgeon Bay and the Township of Sevastopol.
2. Continue with the original policy and not allow contractors use of the compost site.

Prepared By: Bob Bordeau  
Bob Bordeau  
Municipal Services Superintendent

Date: 1/6/2011

Reviewed By: Valerie Clarizio  
Valerie Clarizio  
Finance Director/City Treasurer

Date: 1/6/11

Reviewed By: Steven McNeil  
Steven McNeil  
City Administrator

Date: 1/6/11

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend to accept a one year trial period for contractors to utilize the City of Sturgeon Bay compost site on Division Road, follow the outlined recommendations set by staff as follows, and forward to Finance/Purchasing and Building Committee to approve contractor permit fee, contractor illegal dumping fee and establish an illegal dumping fee for any non-resident or non-permit holder.

- 1) Contractor permit fee shall be \$1,000.00 paid before use of site and is good for one calendar year (January 1 – December 31).
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- 5) Any non-resident or non-permit holder will be charged a \$500.00 illegal dumping fee.
- 6) Contractors are able to purchase wood chips and compost at a cost of \$5.00 per cubic yard. (Date and equipment used for loading must be approved by Department of Public Works.)
- 7) All other policies that are currently in effect will remain in effect.

Respectfully submitted,  
COMMUNITY PROTECTION AND SERVICES COMMITTEE  
By: John Lodl, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: January 13, 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: Commercial Use of Compost Site

Background: The use of the City of Sturgeon Bay compost site is for use by City residents only at no charge. The only other municipalities that are allowed access to the site are the Town of Sturgeon Bay and Town of Sevastopol which have been approved by the Sturgeon Bay City Council. Residents of these townships must purchase a twenty five dollar permit from the City before the residents of these communities are able to use the site. Over the past several years there have been numerous contractors using the site. By City policy, this is not allowed. Since the city does not have the resources to man the site as well as the fact that the site open 24 hours a day 7 days a week it is almost impossible to keep the contractor from using the site.

All contractors that I have talked to know what the rules are, and are willing to pay a fee just to be able to use the site. We have surveyed several other communities and found that many of them have the same rules as the City of Sturgeon Bay – to not allow contractor use of the site. To solve this problem some communities have hired staff to monitor the site, gone to closing the site on certain days, only keep the site open on Saturdays or have staff on hand with a loader to load material and monitor the site all in order to keep contractors from using the site.

We, as staff are suggesting stepping out of the box and allowing contractors the use of the site after a permit is purchased from the City of Sturgeon Bay. The following are policies that we suggest be put in place for a one year trial period.

- 1) Contractor permit fee shall be \$1,000.00 paid before use of site and is good for 1 calendar year (January 1 – December 31).
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- 6) All other policies that are currently in effect will remain in effect.

For this policy, a contractor is defined as any person or company that collects a monetary fee for the removal of yard waste and or brush.

If after a one year trial period, it is determined by the Department of Public Works that this policy is working it shall be continued.

Fiscal Impacts: The money generated from the sale of permits to contractors for the sole purpose of disposing of yard waste and brush generated by residents of the City of Sturgeon Bay, Township of Sturgeon Bay and the Township of Sevastopol will offset the additional fees that will be incurred for the grinding of materials to produce usable compost and wood chips.

### Options:

1. Accept the policies noted above to allow contractors to use the City of Sturgeon Bay Compost Site for the disposal of yard waste and brush generated by residents of the City of Sturgeon Bay, Township of Sturgeon Bay and the Township of Sevastopol.
2. Continue with the original policy and not allow contractors use of the compost site.

Prepared By:

Bob Bordeau  
Bob Bordeau  
Municipal Services Superintendent

Date:

1/6/2011

Reviewed By:

Valerie Clarizio  
Valerie Clarizio  
Finance Director/City Treasurer

Date:

1/6/11

Reviewed By:

Steven McNeil  
Steven McNeil  
City Administrator

Date:

1/6/11

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Parking and Traffic Committee, hereby recommend to charge the Wellness Center of Door County \$2,000 in lieu of providing six (6) additional parking spaces

PARKING & TRAFFIC COMMITTEE  
By: Stephen C. Mann, Chairperson

RESOLVED, that the foregoing recommendation be adopted.  
Dated: February 21, 2011

\* \* \* \* \*

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

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

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

## Executive Summary

### Set Fee for Payment in Lieu of Providing Parking - Wellness Center of Door County

**Background:** The Wellness Center of Door County is replacing their medical clinic located at 312 N. 5<sup>th</sup> Avenue with a larger facility at the same location. A conditional use for the project was recently approved.

The subject property is located partially within the Central Business District (C-2) and partially within the Mixed Commercial-Residential (C-5) district. The C-2 district exempts most parking, but in the C-5 district off-street parking is to be provided for this building or make a payment to the City in lieu of providing parking. For the C-5 portion, 12 parking spaces are required or a payment is made to the City with the money going into the public parking account.

The Wellness Center is creating an off-street parking area with five spaces and is creating an on-street space through the removal of one driveway. Thus, their plan creates 6 parking spaces. Because they are unable to fit additional spaces on the property, they are electing to provide the payment in lieu of parking. The actual amount of the payment must be determined by the Parking and Traffic Committee.

**Considerations:** The current Wellness Center facility has essentially no off-street parking. The proposed facility is much larger, but as stated above 6 new parking spaces are being created. In addition, the new facility will create a drive-through pick-up window for prescriptions. This drive-through facility will potentially lessen the need for parking since a portion of the clients will utilize the drive-through lane rather than parking and entering the building. Overall, it is not certain the amount of vehicles that need to park off-site will be higher, lower, or the same as the current facility.

The fee has historically been determined on a case by case basis. It has been several years since the Parking and Traffic Committee has had to set a payment amount for not providing parking. The City revised its code to exempt most uses in the C-2 district from providing parking, which greatly diminished the number of instances where the "payment in lieu of providing parking" provision comes into play. For the last several instances of a payment in lieu of parking, which occurred in 2003 and 2004, the fee was established at \$100 per space. The highest fee that staff remembers was \$500 per space, which was for a project that was 34 parking spaces short. That project never was implemented.

Some of the factors that the Parking & Traffic Committee has considered in the past have been:

1. The amount or percentage of the parking spaces that the applicant is providing. In this case, five off-street spaces are provided. The Wellness Center is providing 50% of the required spaces, but this is less than actual need due to the C-2 parking exemption rule.
2. The amount of on-street parking in the area. On street parking is available in front of the proposed clinic and on all the adjacent streets.
3. The nearness of a municipal parking lot. The closest public parking lot is on Kentucky Street, approximately 600 feet away.

The six spaces that the Wellness Center is unable to provide on site are unlikely to force the need for a public parking lot in this area. However, one potential concern is the fact that the Wellness Center is located on the edge between residential and commercial uses. If too many

employees and patrons park on the street in the residential area, it could lead to complaints from those residents.

**Fiscal Impact:** The payment set by the City will go into the parking lot outlay, which is a segregated capital fund strictly for municipal parking lot creation and maintenance.

**Recommendation:** Set the parking fee somewhere between \$100 per space and \$500 per space. At \$250 per space, the total fee would be \$1500. Traditionally, the Parking & Traffic Committee action has been a recommendation to Council.

Submitted by: Martin Olejniczak 1/25/11  
Martin Olejniczak Date  
Community Development Director

Reviewed by: Tony Depies \_\_\_\_\_  
Tony Depies Date  
City Engineer

Reviewed by: Steve McNeil 1/25/11  
Steve McNeil Date  
City Administrator

**Olejniczak, Marty**

---

**From:** Michele Geiger-Bronsky [wellness\_center@sbcglobal.net]  
**Sent:** Thursday, December 02, 2010 6:49 PM  
**To:** Olejniczak, Marty  
**Cc:** Marc Isaksen; John Tinnon  
**Subject:** payment in lieu of parking

Hi Marty-

We received your letter regarding the Payment in Lieu of Parking this week and I wanted to officially respond.

Please be advised that the Wellness Center desires a payment in lieu of providing parking option. We hope that our non-profit 501(c)(3) status and the important services that we provide to our community (being the sole Sexual Assault Nurse Examiners for Door County) is taken into account when fees are determined.

***Michele***

*The mission of the Wellness Center is to provide affordable and confidential reproductive, sexual and related health care to men and women in an educational environment that respects the dignity and choices of each person.*

**Michele Geiger-Bronsky MSN, RN, APNP, FNP-BC, SANE**  
**2008 Wisconsin Women's Foundation *Champion in Women's Health***  
**Executive Director/Nurse Practitioner**  
**Wellness Center of Door County, Inc**  
312 N. 5th Avenue  
Sturgeon Bay, WI 54235  
920-746-9444  
[www.wellnesscenterofdoorcounty.com](http://www.wellnesscenterofdoorcounty.com)

To ensure timely response and service we ask that you call us directly if you have health related questions. Our phones are answered Monday through Friday and our normal business hours are Mon 10-7, Tues 10-4, Wed and Thurs 10-5 and Fri 8-2. If you access our voicemail ---please leave a message and we'll return your call as soon as possible

# Location Map

## Wellness Center - Payment in Lieu of Parking



RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Waterfront Redevelopment Authority, hereby recommend to modify paragraph 12.b. of the Development Contract for Restaurant for Sturgeon Bay Waterfront Redevelopment and accept the Pollman alternative at the assessed value as a base and to remove paragraph 2.d.(iv) in the Development Contract, effective upon assignment.

Respectfully submitted:  
WATERFRONT REDEVELOPMENT AUTHORITY  
By: William Galligan, Vice-Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Date: February 21, 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:** Amendment to Development Contract for Restaurant

**Background:** The Sturgeon Bay Waterfront Redevelopment Authority (WRA) and the City of Sturgeon Bay entered into a development contract with David Hatch regarding a restaurant (DJ's by the Bay) located at 129 N. Madison Avenue. The restaurant project was part of the waterfront redevelopment efforts undertaken by the WRA and City. This development contract was later assigned to WHG Door County, LLC (Applebee's). Most recently, the contract is being assigned to B & N Investments, LLC (Robert & Noreen Pollman, agents). The Pollmans intend to reopen the restaurant and take on the obligations and rights under the development contract. However, they have proposed an amendment to the contract.

Section 12.b. of the contract requires that the property owner will make a payment to the City as a lease payment in the amount equal to the difference in the property taxes paid on the actual assessed property value and the tax on property having an assessed value of \$1.3 million. Basically, the provision assures that funds will be paid to the City even if the actual property value falls. The current assessed property value is \$1,067,500. At last year's tax rate, the lease payment based upon the difference between \$1,067,500 and \$1.3 million was about \$5,100. The Pollmans feel that the extra lease payment is a hardship. They have proposed an alternative whereby the extra lease payment still gets paid, but would accumulate as a credit to the Pollmans. If and when the property value rises above \$1.3 million, the accumulated amount would be reimbursed back to the Pollmans until depleted.

After review and consideration the WRA agreed to amend the contract consistent with the approach put forward by the Pollmans. This proposed change would be in effect during the remaining life of the tax increment district – same as the development contract. However, the WRA also looked at other provisions of the contract and determined that paragraph 2.d.(iv) should be removed. This paragraph seems to restrict property owned by the City or owned by the City in the future from being used as a bar, restaurant, grocery or convenience store on the west side waterfront in the vicinity of the restaurant (Applebee's). The description of the restricted area is vaguely drafted, but it potentially conflicts with other potential development in the west waterfront region. Therefore, the WRA wants this provision stricken at the same time the minimum payment provision is modified.

In order to amend the development contract, the Common Council must also approve the changes. The property owner also must sign off on the changes. The City Attorney has drafted the necessary amendment to the development contract to implement the changes approved by the WRA. This proposed amendment, along with the original contract, is included in the packet.

**Fiscal Impact:** The ultimate fiscal impact will depend upon whether the assessed value of the property eventually rises above the \$1.3 million minimum value. If the

assessed value never rises above \$1.3 million, there is no fiscal impact because the lease payments based upon the \$1.3 million value are never reimbursed back to the Pollmans. If assessed value does rise above, the City will then have to return all or part of the lease payments back to the Pollmans. However, the worst that the City can do under the amended language is to receive taxes based upon the \$1.3 million value.

**Options for Council Action:** Options include:

- A. Reject the WRA recommendation and make no changes to the development contract.
- B. Approve the recommendation and make the changes to the contract (assuming the Pollmans also agree).
- C. Modify the recommendation such as only approving one of the proposed changes or perhaps adjusting the taxation paragraph in a different way.
- D. Refer the matter back to the WRA.

**Recommendation:** Approve the recommendation.

Drafted by: Marty Olejniczak 2-24-11  
Marty Olejniczak Date  
Community Development Director

Reviewed by: \_\_\_\_\_  
Valerie Clarizio Date  
City Treasurer/Finance Director

Reviewed by: Steve McNeil 2-24-11  
Steve McNeil Date  
City Administrator

**SECOND AMENDMENT TO  
DEVELOPMENT CONTRACT FOR RESTAURANT  
FOR STURGEON BAY WATERFRONT REDEVELOPMENT**

This Amendment, made by and between the Waterfront Redevelopment Authority of the City of Sturgeon Bay, Sturgeon Bay, Wisconsin, hereinafter referred to as "WRA", the City of Sturgeon Bay, Wisconsin, a Wisconsin municipal corporation, hereinafter referred to as "City", and B & N Investments, LLC, a Michigan limited liability company, hereinafter referred to as "B & N".

**RECITALS:**

A. WHEREAS, the WRA, City and David Gordon Hatch entered into a Development Contract for a Restaurant for Sturgeon Bay Waterfront Redevelopment dated October 6, 1995;

B. AND WHEREAS an amendment was executed to that Development Contract in September, 1996;

C. AND WHEREAS a restaurant was opened pursuant to such agreement and amended agreement known as DJ's by the Bay, and such restaurant thereafter became "Applebee's";

D. AND WHEREAS B & N Investments, LLC has contracted to purchase the restaurant now known as Applebee's and to reopen such restaurant under a different name, and there are provisions of the existing Development Contract and Amendment to Development Contract which the parties desire to revise;

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties as hereafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. Paragraph 12 b. of the Development Contract for Restaurant for Sturgeon Bay Waterfront Redevelopment is stricken from the agreement and replaced with the following language:

Minimum Payment. Subject to the provisions of subparagraph 2. d. (v) hereof, B & N agrees to pay an annual amount at least equal to the amount of real estate tax on property having an assessed value of \$1.3 million, regardless of whether the current year's assessment is less than \$1.3 million, until the City of Sturgeon Bay TID #2 is closed. In the event that a given year's assessed value is less than \$1.3 million, as provided above, the amount of the current year's tax assessment and bill shall be paid to the City; and the difference, if any, between the amount and the amount of tax that would be paid on an assessment of \$1.3 million as provided above shall be paid to WRA as a lease payment, payable at the same time as real estate tax shall be due. The difference between the current year's real estate tax and the amount to be paid based upon this provision shall be referred to

as the "tax reimbursement". The tax reimbursement paid by B & N shall accumulate and, at such time as the assessed value is more than \$1.3 million, the amount of real estate tax due above that which would be due under a \$1.3 million assessed value shall be credited against the tax reimbursement on an annual basis until the tax reimbursement is depleted.

2. Paragraph 2. d. (iv) is deleted from the agreement in its entirety.

3. All other terms and conditions of the Development Contract and Amendment to Development Contract as identified above shall remain in full force and effect to the extent not contradicted by this amendment.

WATERFRONT REDEVELOPMENT AUTHORITY

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

Vice Chairperson

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

Secretary

CITY OF STURGEON BAY

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

Thad Birmingham, Mayor

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

Stephanie Reinhardt, Clerk

B & N INVESTMENTS, LLC

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

Authorized Member

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

Authorized Member

To: City of Sturgeon Bay

Attention: Steve McNeil

Re: Agreement between Sturgeon Bay and David Hatch and assigns as it relates to property taxation and impact upon Pollman's purchase of property located in Sturgeon Bay, WI.

B &N Investments LLC, Blind Dog Inc, and the Pollman family have entered into an offer to purchase the restaurant property located at 129 Madison Ave Sturgeon Bay, WI, formerly known as *Applebee's* and *DJ's* restaurant.

During the due diligence, it has come to our attention that at the time this property was originally developed, the developer (owner) entered into an agreement with the City of Sturgeon Bay. A condition within the agreement states that the property being developed would have a property tax basis of not less than 1.3 million dollars, thus the minimum property tax due and owed annually would not fall below \$28,000. The Pollman family requests that this condition be removed or restated so to allow the property tax assessment to be based on annual actual market value (\$825,000 in 2011) rather than an arbitrary \$1.3 million contractual assessment.

Background:

Since 1986, our Door County businesses: Door Peninsula Winery, Bistro 42, Door County Distillery, Shipwrecked Brew Pub & Inn, Fat Louie's Olive Oil, The Cherry Hut, and Cooper's Corner have continued to grow. Each year we consistently increase our sales tax contribution, and through asset development and improvement, our property tax contribution has also increased. Sales in Wisconsin for 2010 reached \$9 million. Our restaurant businesses in Key West, Florida contributed an additional \$1.5 million. The Door Peninsula Winery is expanding for the 3<sup>rd</sup> time and adding a new manufacturing business we hope to distribute throughout the Midwest. The winery has grown to approximately 75,000 cases produced each year and is distributed in 5 states. We began with 5 full time employees and now have over 100 full time employees under FMLA guidelines. Each year the number of employees increases by a minimum of 10%. Through our advertising, we not only promote our products, but also Door County and the State of Wisconsin.

Door Peninsula Winery, which includes significant property on County Road I and 40 improved acres on Highway 42, currently pays approximately \$14,000 on property taxes each year. The sales the winery generates are approximately three times greater than that of the Sturgeon Bay restaurant property at anytime since its inception. The restaurant property, due to the contract with the various Wisconsin municipalities, carries a tax burden of \$28,000.

This property has seen 2 businesses fail. Door County has seen its sales tax revenue decline for 5 consecutive years. A prosperous restaurant business, that will employ approximately 22 full time

equivalents, two thirds of whom earn 150% above minimum wage, would be good for Door County and the State of Wisconsin. Onerous ongoing operating expenses deteriorate the potential for any new business to succeed.

The Pollman family businesses have a history of carefully planned growth, which allows us the opportunity to increase our staff and share in profitable outcomes. The Pollman family plans to upgrade the facility as the venture succeeds. In combination with a healthier economy, the assessed value of the Sturgeon Bay restaurant property will naturally increase to \$1.3 million or greater levels, thus fairly and gradually increasing the property taxes assessed.

Given the current agreement between the City of Sturgeon Bay, Door County, and the State of Wisconsin, this property tax agreement and fixed property tax monies generated under these agreements may well be earmarked or pledged to projects that extend into the future.

As an alternative to the present property tax agreement The Pollman Family propose the following: If the market value is less than the assessed value of \$1.3 million and property taxes are paid at the rate of \$28,000 then the excess tax, which is defined as the difference between the assessment and the market value rate, said difference will be accumulated as a credit to the Pollman's. The credit would then be used by the Pollman's only if the market value assessment exceeds \$1.3 million and \$28,000 respectively and would be used on an annual basis until depleted to offset those taxes in excess of \$28,000.

DEVELOPMENT CONTRACT FOR RESTAURANT  
FOR STURGEON BAY WATERFRONT REDEVELOPMENT

AGREEMENT made by and between the Waterfront Redevelopment Authority of the City of Sturgeon Bay, Sturgeon Bay, Wisconsin, hereinafter referred to as "WRA", the City of Sturgeon Bay, Wisconsin, a Wisconsin municipal corporation, hereinafter referred to as the "City", and David Gordon Hatch, 5486 North Lake Drive, Whitefish Bay, Wisconsin, 53217, hereinafter referred to as "Hatch".

RECITALS

A. WHEREAS, the City has created a Waterfront Redevelopment Authority pursuant to the provisions of §66.431, Wis. Stats., for the purpose of development of areas on the East and West sides of the ship canal bisecting the City of Sturgeon Bay and the Door Peninsula in Door County, Wisconsin;

B. AND WHEREAS, as part of the Waterfront Redevelopment, there will be developed a marina, hotels, restaurants, and other facilities;

C. AND WHEREAS, the WRA has determined that it is in the best interests of the WRA and the City to enter into contracts with developers for the exclusive development of such facilities, and by this Agreement wishes to enter into an agreement with Hatch for the development of a restaurant to be located on the West side of the Sturgeon Bay ship canal.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties as hereinafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged by both of the parties hereto, the parties agree as follows:

1. Facility to be Developed.

a. Facility Described. Hatch will develop, on the real estate to be acquired by Hatch hereinafter described, a building of approximately 10,000 sq. ft. that will house both a restaurant facility and the land based operations, hereinafter described, of a marina, that will be located adjacent to the restaurant property. In the event the marina is not developed as contemplated hereby, the restaurant building shall consist of approximately 8,000 square feet. The actual size of the restaurant is subject to final recommendations by Hatch's architects and consultants.

b. Public Facility. The restaurant will at all times be open to the public at large, as opposed to a private facility such as a yacht club.

c. Limitation on Use of Premises. The operations of this restaurant shall be as determined by Hatch and/or his assigns; however, the use of the real estate hereinafter mentioned shall be primarily for a restaurant facility and the aforesaid land based operations of the marina, plus related retail sales operations to restaurant customers, unless otherwise agreed to in writing by the WRA.

d. Exclusive Right to Develop. Hatch is hereby granted the exclusive right to develop the facility, except as provided in subparagraph 10 c. of this Agreement. By entering into this Agreement Hatch hereby expresses his commitment to the development of the facility within the time as set forth in Paragraph 10.

2. Conveyance of Real Estate on which Facility will be Located.

a. Land for Facility Described. The real estate on which the aforesaid restaurant facility will be located, will be the site of a present business known as Andy's Fish Market, located on Madison Avenue near the west end of the Michigan Street Bridge, along with some additional land so as to enable Hatch to be able to build the aforementioned restaurant referred to in subparagraph 1 a. The area and configuration of the land shall be approved by Hatch in writing and if either the area or the configuration of the space is determined by Hatch to be inadequate for the economical development or operation of the restaurant facility, this Agreement shall be null and void.

b. Survey. WRA will provide a current survey of the site, showing the exact boundaries of the site for Hatch's use in developing the property and in order for Hatch's architect to properly size and locate the restaurant facility. This survey will be delivered to Hatch as soon as possible so as not to affect Hatch's design and development schedule. Said survey shall be prepared by a registered land surveyor, acceptable to Hatch, prepared in accordance with the current minimum standard detail requirements for land title surveys adopted by the American Land Title Association and the American Congress on Surveying and Mapping. Said survey shall show at a minimum (a) the size and location of the property and its exterior boundaries (b) the location and dimensions of all boundary fences, easements (both recorded and apparent), utility lines (above or below ground), roadways, encroachments and any significant structures on the property, (c) all dedicated public roadways adjacent to the property, and (d) such items and detail as would render the survey sufficient to permit the title insurance company to remove its standard survey exception from its title insurance policy. The survey shall contain a certification (dated within thirty (30) days

of closing of the conveyance of the land) by which the surveyor certifies the accuracy of the survey to Hatch, and all those who may acquire, take a mortgage on or insure title to the property within one (1) year from the date of said survey. Said survey shall not disclose:

(i) any condition rendering title to the property to be unmarketable,

(ii) any potential claim of any third party as to any adverse use of the property, or

(iii) any other condition that Hatch determines would likely make development of the restaurant facility unreasonably difficult or uneconomical.

c. Sale to Hatch. As an inducement to Hatch to construct and develop the restaurant facility, WRA shall purchase the aforesaid site from the present owners and then sell it to Hatch for the sum of Sixty Thousand Dollars (\$60,000) to be paid in equal annual installments of Three Thousand Dollars (\$3,000) per year for twenty (20) years, without interest. The first installment of Three Thousand Dollars (\$3,000), less general real estate taxes on the property for the year of closing prorated through the date of closing based on said taxes for the preceding year, shall be paid at closing, and succeeding payments shall be made annually thereafter on the anniversary of the date of closing.

d. Conveyance/Representations.

(i) The conveyance of land by the WRA to Hatch shall be by General Warranty Deed, free and clear of all liens and encumbrances except municipal and zoning ordinances, recorded easements for public utilities servicing the site, recorded building and use restrictions and general real estate taxes for the year of closing, provided, however, that none of the foregoing prohibit or make reasonably impractical Hatch's proposed development.

(ii) Hatch shall be furnished, at WRA's cost, within thirty (30) days hereof and again within two (2) weeks of closing, a commitment from a title insurance company licensed in Wisconsin and acceptable to Hatch to issue title insurance in the amount of the fair market value of the property upon recording of proper documents, showing title to the property as of a date within one (1) week of delivery of the commitment to Hatch to be in the condition provided in subparagraph (i) above. The title insurance to be provided by WRA hereunder shall be updated at the time of closing, shall include a zoning endorsement (ALTA form 3.0) insuring zoning suitable for Hatch's development and such other endorsements as may be deemed necessary or desirable to Hatch or Hatch's lender. WRA shall, at its sole expense, furnish to Hatch at closing a "marked up" commitment or title insurance policy

showing Hatch as the insured and with title to the property to be as provided in subparagraph i. above, reflecting the coverage required hereby, and with all standard policy exceptions removed.

(iii) The City shall guarantee that neither the proposed condominium/hotel development nor the marina being developed as part of the Waterfront Development West of the ship canal shall contain any restaurant or bar facility (however denominated) providing for on-site consumption of food or alcoholic beverages, nor any grocery or convenience store selling food or beverages for off site consumption. The condominium/hotel may, however, operate a small shop in the condominium/hotel building for sale of snacks and non-alcoholic beverages to hotel guests and may operate vending machines containing similar items. In conveying the lands for the condominium/hotel and the marina, WRA and the City shall include in the deeds restrictions so restricting use of the lands conveyed.

(iv) Any property owned by the City (presently or in the future) in the area of this development, being the area bounded by Lansing Street on the West, Locust Street, Madison Avenue and Maple Street on the South, and the Canal on the North and East, shall be restricted by deed restrictions to prohibit its use for any of the purposes set forth in the preceding paragraph for a period of thirty (30) years from the opening of Hatch's restaurant. The City agrees to enforce said restrictions and to use its best efforts to prohibit any vessel moored adjacent to the foregoing properties from operating any restaurant or bar facilities.

(v) The City acknowledges that Hatch is entering into this Agreement in reliance on the City's assurances that it intends to endeavor to have the Wisconsin Department of Transportation (or such other government or governmental agency as shall be, from time to time, in control of said bridge) maintain a bridge at or immediately adjacent to the site of the present Michigan Street bridge. The City agrees to use reasonable efforts to insure that the Michigan Street bridge shall not be closed to traffic (other than temporary interruptions during the construction of a new bridge and minor, temporary service interruptions) during the term of this Agreement. In the event that it is, in addition to Hatch's right to take any other action granted to him hereby or at law or equity, general real estate taxes based on the then current fair market value of the property shall continue to be payable, but the provisions of Paragraph 12, requiring Hatch to pay rent in an amount equal to the difference between the amount of tax that would be paid on a building valued at \$1.3 million and the amount of tax based on the then current assessment, if the building is valued at less than \$1.3 million, shall not apply in any year during which any such closure takes place.

(vi) Hatch shall not be obligated to close the portion of this transaction set forth in this paragraph 2 nor shall he be required to continue to perform any other obligations hereunder until all of the following conditions have been satisfied:

(I) Each of the acts, covenants and undertakings of WRA and/or the City to be performed on or before closing pursuant to the terms hereof shall have been duly performed.

(II) There shall have been no adverse change in the property nor shall there have been or shall there be on the closing date any circumstance, including pending or threatened litigation, that might be expected to result before or after closing in an adverse condition making Hatch's development of the restaurant facility on the property impractical or unreasonably costly.

(III) The instruments of transfer and other closing documents shall have been delivered to Hatch in form and substance as provided in this contract, and the lease referred in subparagraph 3 b. shall have been executed.

(IV) Hatch shall have received such reports as he shall determine to be necessary, including, but not limited to, architectural, engineering, soil and environmental, which indicate to his satisfaction that (i) the property is not adversely affected by any Environmental Law, and (ii) the subsoil conditions of the property do not contain conditions that will, in Hatch's opinion, prevent or substantially increase the cost of construction of the restaurant facility on the property of the type and size proposed by Hatch. Hatch agrees that this condition shall be waived by him in writing prior to December 31, 1995 or this Agreement shall be null and void.

(V) Hatch shall have obtained, or shall have determined to his satisfaction that the City and the other governmental bodies or agencies having jurisdiction over the property and Hatch's planned operations thereon shall issue all necessary or desired permits, approvals and licenses, in form and substance acceptable to Hatch, necessary for development and use of the restaurant facility, including but not limited to, any rezoning or conditional use permits, grading, building, construction, business or occupancy permits, and the approvals, variances, permits and licenses provided for in Paragraph 9 hereof, all without conditions deemed unreasonable by Hatch and without the imposition of fees, charges, assessments or taxes, regardless of how denominated, deemed unreasonable by Hatch.

e. Environmental. WRA had a Phase I Environmental Study and soil boring on the site to be conveyed herein, and in addition had soil borings on the Bayview Park Site, and at the rear of the auto parts store nearby, done by OMNNI Associates, Environmental Engineers, the report on the testing stating that there was no reportable contamination. A copy of such report will be furnished to Hatch upon request and such report shall be approved in writing by Hatch prior to closing. WRA shall cause the report to be certified to Hatch and Hatch's lender at closing. In addition, WRA and the City, recognizing that Hatch and his lender cannot proceed without adequate assurances that they will not be involved in an environmental clean up action not caused by Hatch, will represent and warrant to Hatch and his lender in writing at closing that said property and the adjacent properties presently owned or acquired by the City and/or WRA in connection with the Waterfront Redevelopment are free from contamination by any Hazardous Substance as defined herein at the time of closing.

f. Demolition. WRA shall demolish the existing structures on the site and clean up and otherwise prepare the site to within one foot of existing grade so that it is in reasonably acceptable condition to Hatch for commencement of construction before conveying the site to Hatch.

g. Easements. Said conveyance shall include permanent easements in form and substance acceptable to counsel for Hatch for (i) ingress and egress from Madison Avenue to the site through a parking lot to be developed to the Southwest of the site to enable Hatch to have access for delivery vehicles necessary to operate the facility and for employees and customers, and (ii) cross-parking, and vehicular and pedestrian access to allow for effective use of the parking areas North of Locust Street to be used in common with the marina and hotel/condominium, and the parking area to the East of Madison Avenue to be used in common with the Maritime Museum.

h. Special Assessments. The City has recently completed reconstruction of Madison Avenue, and there are and/or will be special assessments for curb and gutter and/or other improvements as a result of such reconstruction. Those special assessments will be paid in full by WRA and/or the City, and, therefore, there will be no cost to Hatch on account of such reconstruction work.

### 3. Marina.

a. Space in Restaurant for Marina. A marina development is expected to be completed as part of the Waterfront Redevelopment, in the area between the old railroad spur and the Michigan Street Bridge, which will be adjacent to the property on which the restaurant facility will be located. Hatch will make available to the developer of that marina by lease arrangement as provided below approximately 2,000 sq. ft. in the aforementioned

restaurant building for use by patrons of the marina for showers, rest rooms and an office for the operator of the marina.

b. Lease of Space. Said 2,000 sq. ft. space shall be leased by Hatch to the marina operation upon terms to be negotiated between Hatch and the developer and/or operator of the marina. In the event that a lease arrangement with the developer and/or operator of the marina cannot be negotiated by Hatch on terms satisfactory to him, then Hatch shall lease such space to the WRA on terms to be negotiated between Hatch and the WRA; provided, however, that said terms shall not provide for the payment of annual base rent (in addition to payments for utilities, insurance and an allocable share of real estate taxes) in an amount in excess of the annual payments of principal and interest that would be required to fully amortize the total costs of acquisition, construction and development of the leased space (as set forth below) at an interest rate per annum of 2.5% over the prime rate (as defined below) over fifteen (15) years. The WRA may then sublease said space to the marina operation. If said space is leased to a person or entity other than the WRA and the lessee abandons the property or defaults such that Hatch takes the leased space back, the City shall then lease the space from Hatch upon the same terms and conditions it was rented to the lessee, cure any existing default and pay any accrued but unpaid rent. The City shall then be subrogated to Hatch's rights to collect from said lessee any deficiencies or damages otherwise collectible by Hatch.

For purposes of the foregoing paragraph, the total costs of acquisition, construction and development of the leased space shall include all reasonable and necessary costs incurred by Hatch with respect to the acquisition (including acquisition of the land), construction and development of the portion of the restaurant facility comprising the leased space, including allocable portions of all hard costs and soft costs (which shall include but not be limited to architectural and engineering fees and legal fees, but which shall not include internal administrative time incurred by Hatch), with costs not allocable on any more direct basis allocated on a square footage basis based on the perimeter dimensions of the building. References to the prime rate shall mean the prime or base rate established by the Bank of Sturgeon Bay at the time an occupancy permit is issued for the restaurant facility for loans to its most credit-worthy customers.

c. Boat Slips. If the marina developer is unable to complete the marina within three (3) years from the date hereof, WRA will grant to Hatch and use its best efforts to assist Hatch in obtaining from the Wisconsin Department of Transportation, the U.S. Army Corps of Engineers (and such other governments or agencies as may be required) the necessary permits and licenses to allow Hatch to construct, maintain and operate up to twenty (20) boat slips immediately adjacent to the restaurant for transient boat dockage.

d. Water Taxi. WRA hereby informs Hatch that it intends to have available in the area of the aforementioned west-

side marina and east-side marina, whether or not the marinas are developed, sites for a water taxis. Such taxis would be used to transport patrons of the facilities in the Waterfront Redevelopment area between the east and west sides of the ship canal. Hatch understands, though, that the WRA is under no obligation to develop such sites.

4. Shorefront.

a. 15 Foot Walkway. It is understood that the WRA or the City will retain title to a fifteen foot (15') strip of land located between the real estate upon which the restaurant facility will be located and the waters of the ship canal, which fifteen foot (15') strip will be used for the development of a public walkway. Said public walkway shall abut Hatch's property and the marina and canal on the other side so as to allow customers to Hatch's restaurant access to and from the marina and/or boat slips.

b. Cost of Construction & Maintenance of Walkway. The City shall, at its sole expense, construct, landscape, light and maintain the Waterfront walkway (and other public access walkways) in a safe condition and in equal or better condition than the existing walkway from Otumba Park to Lansing Avenue.

c. Bulkhead. All costs of repair, construction and maintenance of the bulkhead or water's edge shall also be the City's responsibility. The City agrees to maintain said bulkhead in a good state of repair so as to prevent surface or subsurface soil erosion to the land being conveyed to Hatch or other conditions causing damage to Hatch's restaurant.

d. Completion of Work on Walkway. It is anticipated by WRA that the work on the aforesaid public walkway will be completed on or before the completion date of the restaurant facility. Construction and/or repair of the bulkhead must precede commencement of construction of the restaurant facility.

e. No Costs to Hatch. No part of the foregoing costs shall be charged or assessed to Hatch or his land or improvements thereon.

5. Parking.

a. Exclusive Parking for Restaurant. The WRA will construct a parking area suitable for parking fifty (50) cars on land owned or acquired by the City, located immediately adjacent to the restaurant facility, controlled by Hatch for use by patrons to the restaurant. The location and configuration of the parking area (including lighting and striping) shall be subject to Hatch's prior written approval.

b. Additional Public Parking. WRA represents that additional parking within the west side Waterfront District will be made available for public parking needs on a non-exclusive basis in amounts and in areas deemed reasonably adequate by Hatch. Such parking shall consist, at a minimum, of one hundred fifty (150) parking spaces immediately adjacent to the East of Madison Avenue and contiguous with the parking area constructed for the Maritime Museum. Hatch shall have the right to review and approve the plans therefor.

c. Maintenance. WRA and/or the City shall maintain all of the aforesaid parking lots and keep them in good repair and in safe condition.

d. Representations Regarding Availability. The WRA and City represent and warrant that (i) all of the parking areas identified in subparagraph b. and c. above shall be available for use prior to the time the restaurant opens for business, (ii) there shall be no fees charged for any such parking, whether by parking meters, parking passes or otherwise, and (iii) all such parking shall be open and accessible to the public at all times.

e. Additional Land Resulting From Bridge Reconstruction. WRA and the City agree that upon reconstruction of the Michigan Street bridge, if additional land is made available to the City or the WRA because of a reconfiguration of Madison Avenue and the bridge approach, the City will promptly construct additional parking on said land in addition to the parking called for in subparagraph a. above, for use by Hatch and the marina (with Hatch to have no less than half such spaces available to him (and the marina to have no more than half)), and with Hatch to have available to him such portion of said parking area as may be reasonably required by him to provide more convenient access to the restaurant for delivery and trash removal purposes. All of the provisions of subparagraphs c. and d. shall thereupon apply to said parking area. WRA and the City agree further that they will grant Hatch an option exercisable at any time during the term of this Agreement to acquire such portion of said land not utilized for parking or access, as provided above, at its then fair market value as established by an appraisal performed by an appraiser selected by the parties, and with the provisions of paragraph 2 hereof to apply to the conveyance of title in the event Hatch exercises said option.

#### 6. Madison Avenue Street Crossing.

It is anticipated that the restaurant will attract walking patrons from various areas of the Waterfront District, including the Waterfront, the Maritime Museum and Sawyer Park area. The WRA represents that the City will provide a crossing on Madison Avenue so as to allow such pedestrian traffic to cross Madison Avenue from facilities located on the opposite side of Madison Avenue from the restaurant. The City will provide and maintain

adequate lighting, signage and pavement markings to facilitate safe pedestrian traffic.

7. Bayview Park.

a. Conveyance of Park Lands. It is anticipated that a portion of the restaurant facility will encroach on Bayview Park, a park owned by the City, located adjacent to the west of the restaurant site. The conveyance by WRA to Hatch shall include such lands of the present park as are needed for the construction of the facility, provided, however, that any conveyance of park land shall be subject to the prior approval of the Wisconsin Department of Natural Resources.

b. Landscaping for Park. WRA will grant in the conveyance to Hatch the right to enter upon Bayview Park for the purposes of landscaping, at Hatch's sole expense. WRA will maintain such landscaping.

c. Approval by City of Landscaping. Any landscaping plan shall, however, first be approved by the City.

8. Utilities.

Sewer, water, electrical, and gas service shall be supplied to the site by WRA with Hatch's only cost being the cost of the connection between the restaurant building and those utilities. WRA shall also insure that an adequate provision is made for storm water run off. All utilities shall be located underground and shall be determined by Hatch to be of quality and quantity/capacity satisfactory for the restaurant facility's operations, without unreasonable additional expense.

9. Licenses/Permits/Zoning.

a. Building Permits/Approvals. Hatch shall obtain, directly or through his agents, a building permit from the City, approval from the State of Wisconsin for such facility and such other permits, licenses, variances and related approvals as may be necessary or shall be deemed desirable by Hatch for construction of the facility and operation of the restaurant. Such facility shall be constructed in accordance with all applicable federal, State of Wisconsin, County of Door, and City of Sturgeon Bay laws, ordinances and regulations.

b. Liquor Licenses. Hatch enters into this Agreement with the understanding and on the condition that he will be able to obtain a Class "B" liquor license from the City for the restaurant and a bar or bars in the facility.

c. Zoning. The parties anticipate that a variance will be required from the setback requirement of twenty-five feet (25') from the edge of the Michigan Street Bridge right-of-way (which is outside of the eighty foot (80') bridge right-of-way), to fifteen feet (15'). The zoning permits shall allow the height of the building to be no less than forty-five (45) feet.

d. Additional Permits/Permitted Activities. The City and Hatch shall agree on the issuance of permits and approvals (i) to operate one or several satellite dishes and (ii) to provide the restaurant as the residence of no more than two resident caretakers.

e. Signage. The City and Hatch shall agree on issuance of permits for signage advertising and identifying the restaurant, in locations and configurations acceptable to Hatch. Said signage shall comply with the City's sign ordinance.

f. City and WRA Assistance. The City and WRA agree to use their best efforts to assist Hatch in obtaining all permits, licenses, variances and approvals referred to herein or reasonably requested by Hatch in connection herewith.

g. Inability to Obtain Permits/Approvals. In addition to any rights afforded Hatch under any other paragraph hereof, if Hatch is unable to obtain any permits, licenses, variances or approvals deemed necessary or desirable to him (including without limitation the aforesaid zoning variance for the construction of the facility, or a Class "B" liquor license for the facility) in form and substance acceptable to him, and without conditions deemed by him to be unreasonable and without imposition of fees, charges, assessments or taxes deemed unreasonable by him, then Hatch shall be under no obligation to develop the facility and this Agreement shall be null and void.

#### 10. Completion; Enforcement.

a. Completion Date. Hatch shall work diligently to complete construction of the facility and site, in accordance with Hatch's plans, so that it will be open to the public as an operating restaurant, and the 2,000 sq. ft. will be made available for use by the marina, if the marina is developed, by April 1, 1997.

b. Performance Bond. Hatch, as part of his contract with his prime contractor for construction of the facility shall require the contractor to furnish a performance bond or an irrevocable stand by letter of credit issued by a U.S. domestic bank in the amount of the construction cost of the facility and a payment bond concerning payment of subcontractors who would have the right to file liens against the premises.

c. Notice of Default; Remedies. In the event any party to this Agreement is in default hereunder (the "Defaulting Party") one of the other parties (the "Non-defaulting Parties") shall give the Defaulting Party written notice of the default, describing in reasonable detail the nature of the default and what action, if any, is deemed by the Non-defaulting Party necessary to cure the default and specifying the reasonable period of time, no longer than ninety (90) days, within which the default may be cured (the "Cure Period").

During the period of time between the default by the Defaulting Party and the expiration of the Cure Period, the Non-defaulting Parties may suspend their performance; provided, however, that they may not so suspend their performance if and to the extent that to do so would impede the Defaulting Party in such party's attempts to cure its default. In the event a default is still in existence at the expiration of the Cure Period, and, in the case of a default that cannot be completely cured within such Cure Period, in the event that the Defaulting Party has not commenced (or is not continuing diligently to pursue) appropriate action to cure such default, then the Non-defaulting Parties may take any legal, equitable or administrative action to which such party may be allowed by this Agreement or by law, including the right to seek specific performance. The remedies to which a party is entitled shall be cumulative and shall not be precluded or restricted by any other provision of this Agreement or by the pursuit of a particular remedy. If Hatch is the Defaulting Party, WRA shall thereupon also have the right to enter upon the premises and complete all necessary items of construction work and assess the cost thereof to the property as a lien thereon. Such lien may then be foreclosed by the City in the manner of a construction lien under Wisconsin law.

d. Force Majeure. No party shall be liable to another party for loss, cost or damage resulting from the failure of such party to fulfill his or its requirements hereunder if such failure is the result of any cause not within the reasonable control of the party whose performance is interfered with, including, without limitation, wars, acts of civil unrest, strikes, fires, floods and acts of God, and the time for performance hereunder shall be extended by the period of delay occasioned by any such cause.

e. Costs of Enforcement. The prevailing party in any action shall be entitled to its costs of enforcing this Agreement, including court costs and disbursements and reasonable attorneys' fees.

#### 11. Sale/Lease/Assignment.

a. Sale/Lease. Except for the lease referred to in subparagraphs 3 a. and b., Hatch shall not sell or lease the site or the premises without the prior written approval of the WRA, which approval shall not be unreasonably withheld. Upon a sale or

lease to which the WRA consents, Hatch shall be released and forever discharged from any liability or obligation for any matter arising thereafter.

b. Assignment. Neither Hatch, nor his successors, assigns or agents, may assign any rights under this Agreement or the Agreement itself without the prior written approval of the WRA, which approval shall not be unreasonably withheld.

c. Construction/Operating Entity. Nothing contained herein, though, shall prohibit Hatch from creating a corporation or other entity for the purpose of constructing and/or operating the facility. Any such entity, though, shall construct the facility and/or operate the facility in accordance with all of the terms of this Agreement and will be bound by the terms thereof.

d. Facilitation of Financing. In order to facilitate Hatch's obtaining financing for construction of the restaurant facility, WRA and the City agree to make reasonable modifications to this Agreement, none of which shall alter the terms hereof in any material respect, if requested by a prospective lender, and to execute and deliver estoppel letters and such other documents as a prospective lender may reasonably require to close the loan.

## 12. Taxation.

a. Understandings. Hatch understands that the ability of the WRA to develop the Waterfront District is dependent upon expectations of tax assessment of the facilities developed in the Tax Increment Financing (TIF) District of which the Waterfront District is a part. It is necessary, therefore, that the owners of facilities in the District pay the tax assessments made by the City for the life of the District.

b. Minimum Payment. Hatch estimates the cost of the property, real estate, and personal property to be \$1.6 million (present assessed value at 82 percent of market value used for 1995 tax assessment being at \$1.3 million). Subject to the provisions of subparagraph 2 d.(v) hereof, Hatch agrees to pay an annual amount at least equal to the tax on property having an assessed value of \$1.3 million, regardless of whether the current year's assessment is less than \$1.3 million, until the City's reimbursable costs under the TIF program have been fully reimbursed. In the event that a given year's assessed value is less than \$1.3 million, as provided above, the amount of the current year's tax assessment and bill shall be paid to the City and the difference, if any, between that amount and the amount of tax that would be paid on an assessment of \$1.3 million as provided above shall be paid to WRA as a lease payment.

13. Insurance.

a. Fire Insurance. Hatch shall maintain fire and other casualty insurance on the premises in an amount at least equal to the cost of its reconstruction, exclusive of foundation, without co-insurance.

b. Liability Insurance. In addition, Hatch shall maintain public liability insurance on the premises to be conveyed herein, including the restaurant operation, in an amount of at least \$1,000,000.00. WRA and the City shall be named as additional insureds.

c. Certificates Showing Coverage. Hatch shall at least annually furnish to WRA either a copy of such policy or a certificate of insurance showing such coverage.

d. Use of Proceeds. Any insurance proceeds received for fire or other casualty loss to the premises shall be used to rebuild, restore, or replace (as the case may be) property damaged by such fire or other casualty. This applies to both real and personal property.

14. Survival of Agreements.

a. Survival of Provisions. None of the provisions of this Agreement are intended to or shall be merged into any deed transferring any interest in the property referred to herein, and all of said provisions, including representations and warranties made herein, shall survive the closing of Hatch's acquisition of the property as provided herein.

b. Provisions Not Limited by Investigation. All of the provisions hereof, including representations and warranties shall remain operative and in full force and effect during the term hereof regardless of any investigation made by or on behalf of any party.

15. Cooperation with Other Developers.

a. Hatch's Agreement to Cooperate. The parties hereto recognize that the facility developed pursuant to this Agreement is a part of the development of a number of facilities that will comprise the Waterfront District on the West side of the Michigan Street Bridge. Hatch agrees, therefore, to cooperate with such developers, and in particular, the developers of the marina and hotel on the West side of the Michigan Street Bridge and the City in connection with parking on the West side of the Michigan Street Bridge.

b. WRA's Obligation to Cause Other Developers to Cooperate. WRA represents that this same requirement shall be a

term of the agreements with the other developers of the facilities on the West side of the Michigan Street Bridge.

c. Comparable Benefits. In the event WRA and/or the City extend any financial or economic benefits or incentives to any other developer of any portion of the Waterfront Development as referred to in Recital B herein, including without limitation the developers of the marina or hotel/condominium, the same benefits or incentives shall be offered to Hatch on the same terms as extended to such other developer.

16. Termination of Agreement.

This Agreement shall terminate upon the occurrence of the earlier of the following events: (i) the parties enter into a written agreement terminating this Agreement, or (ii) termination of the TIF District as provided by Wisconsin law.

17. Miscellaneous.

a. Construction of Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin, with venue of any lawsuit to be in Door County, Wisconsin.

b. Modifications. No modifications of this Agreement shall be made except in writing signed by the parties hereto.

c. Successors and Assigns Bound. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives and assigns.

d. Authority to Execute Agreement. The undersigned represent that they are duly authorized to execute this Agreement on behalf of the parties hereto.

e. Approval by City/Effective Date of Agreement. This Agreement shall not become effective until approved by the City Council of the City of Sturgeon Bay as to all of the terms and conditions hereof, which terms and conditions shall be binding on the City to the extent allowed by law.

f. Memorandum of Agreement. A memorandum of this Agreement setting forth its existence shall be recorded with the Register of Deeds for Door County, Wisconsin, and tract indexed against the site described herein.

g. Defined Terms.

i. "City" shall mean the City of Sturgeon Bay, Wisconsin.

ii. "Environmental Law" means any local, state or federal law or other statute, law, ordinance, rule, code, regulation, decree or order governing, regulating or imposing liability or standards of conduct concerning the use, treatment, generation, storage, disposal or other handling or release of any Hazardous Substance.

iii. "Hatch" shall mean David G. Hatch of the City of Milwaukee, Wisconsin, his successors and/or assigns.

iv. "Hazardous Substance" means any pollutant, contaminant, waste or toxic or hazardous chemicals, wastes or substances, including, without limitation, asbestos, urea formaldehyde insulation, petroleum, PCB's, air pollutants, water pollutants, and other substances defined as hazardous substances or toxic substances in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9061 et seq., Hazardous Materials Transportation Act, 49 U.S.C. § 1802, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. § 2601 et seq., the Solid Waste Disposal Act, 42 U.S.C. § 3251 et seq., the Clean Air Act, 42 U.S.C. § 1857 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., Chapter 144 of the Wisconsin Statutes, or any other statute, rule, regulation or order of any governmental agency having jurisdiction over the control of such wastes or substances, including but not limited to the United States Environmental Protection Agency, the United States Nuclear Regulatory Agency, the Wisconsin Department of Natural Resources and the Milwaukee County Department of Health.

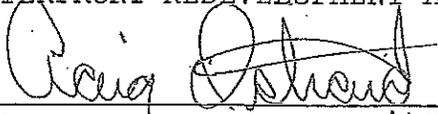
v. "Project Costs" shall mean expenditures made by the City pursuant to the Plan implementing the TIF District and shall consist of those costs set forth in Section 66.46(2)(f), Wisconsin Statutes.

vi. "TIF District" shall mean the tax increment district created by the City for financing the Waterfront Development referred to herein under the authority of the Tax Increment Law of the State of Wisconsin.

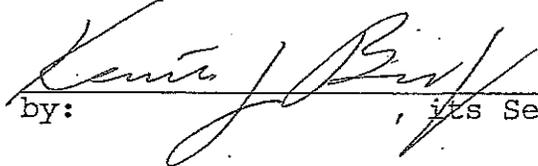
vii. "WRA" shall mean the Waterfront Redevelopment Authority of the City of Sturgeon Bay, Wisconsin.

WHEREFORE, the parties have hereunto set their hands as of this 10<sup>th</sup> day of October, 1995.

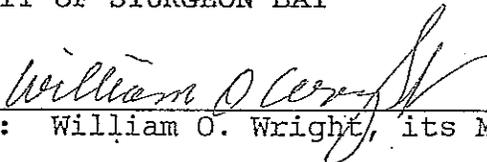
WATERFRONT REDEVELOPMENT AUTHORITY

  
by: \_\_\_\_\_, its Chairman

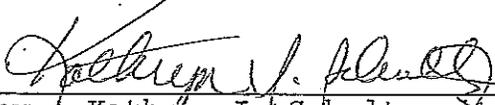
Countersigned by:

  
by: \_\_\_\_\_, its Secretary

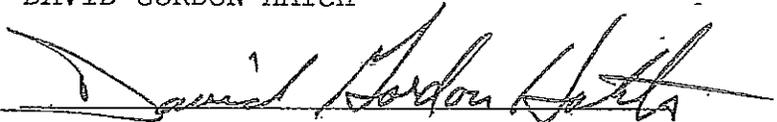
CITY OF STURGEON BAY

  
by: William O. Wright, its Mayor

Countersigned by:

  
by: Kathryn I. Schultz, its  
Clerk-Treasurer

DAVID GORDON HATCH



10-2-95

This Instrument Drafted By:  
Attorney Jeffery M. Weir  
Pinkert, Smith, Weir, Jinkins,  
Nesbitt & Hauser  
454 Kentucky Street, P.O. Box 89  
Sturgeon Bay, WI 54235-0089  
Telephone No.: (414) 743-6505

## CONSENT FOR ASSIGNMENT

The City of Sturgeon Bay Waterfront Redevelopment Authority, by its authorized officers, hereby consents to the assignment of the rights and obligations in the Development Agreement between the Waterfront Redevelopment Authority, City of Sturgeon Bay and David G. Hatch dated October 6, 1995, as amended, from WHG Door County, LLC to B&N Investments, LLC. This Consent is subject to receipt of a document signed by authorized officers of B & N Investments, LLC expressly acknowledging an assignment of the respective rights and obligations in the Development Agreement referred to above. This consent terminates and shall be considered null and void if the City of Sturgeon Bay and City of Sturgeon Bay Waterfront Redevelopment Authority do not receive an agreement by B & N Investments, LLC within thirty (30) days after execution of this document by the Sturgeon Bay Waterfront Redevelopment Authority agreeing to accept an assignment of all of the respective rights and obligations in the Development Agreement referred to herein.

Dated this 21st day of February, 2011.

CITY OF STURGEON BAY  
WATERFRONT REDEVELOPMENT AUTHORITY

By: William Gallagher  
Vice-Chairman

By: Marion Pleyer  
Secretary