



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, JULY 21, 2015
12:00 p.m. NOON
COUNCIL CHAMBERS, CITY HALL – 421 MICHIGAN ST
THAD G. BIRMINGHAM, MAYOR**

1. Call to order.
2. Pledge of Allegiance.
3. Roll call.
4. Adoption of agenda.
5. Consideration of the following bills: General Fund – \$208,697.01, Capital Fund - \$42,309.32, Cable TV - \$453.00, TID #4 – 14,749.06, and Solid Waste Enterprise Fund - \$15,578.98 for a grand total of \$281,787.37. [roll call]

6. 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 following Council minutes: 6/29/15 special, 6/30/15 special, 7/2/15 special, 6/16/15 closed session, 7/7/15 closed session, and 7/7/15 regular.

* b. Approval of the following minutes:

- (1) Personnel Committee – 6/30/15
- (2) Finance/Purchasing & Building Committee – 6/30/15
- (3) City Plan Commission – 7/1/15
- (4) Waterfront Design Review Board – 7/13/15

* c. Place the following reports on file:

- (1) Fire Department Report – May 2015
- (2) Fire Department Report – June 2015
- (3) Police Department Report – June 2015
- (4) Inspection Department Report – June 2015
- (5) Bank Reconciliation – June 2015
- (6) Revenue & Expense Report – June 2015

* d. Consideration of: Approval of beverage operator licenses.

* e. Consideration of: Temporary Class B Beer license.

* f. Consideration of: Street Closure Application for Anne Harrington for June 18, 2016.

* g. Consideration of: Street Closure Application for St. Joseph Church for July 26, 2015.

- * h. Consideration of: Approval of Sidewalk Café permit for Door County Fire Company.
 - * i. Finance/Purchasing & Building Committee recommendation re: Adopt the revised City of Sturgeon Bay Debt Section of the Fiscal Management Policy, changing the City imposed tax supported general obligation 50% debt limit, to that as established by the State of Wisconsin.
 - * j. Finance/Purchasing & Building Committee recommendation re: City continue to work with Foth for the engineering on Bradley Lake in the amount of \$78,900.
 - * k. Finance/Purchasing & Building Committee recommendation re: Deny request from Ken Overland to waive deferred sewer and water special assessments in the amount of \$123,622.09 on South Columbia Avenue parcels.
7. Mayoral Appointments.
 8. Consideration of: Contracts and Special Assessments for Egg Harbor Road Improvements.
 9. Consideration of: Satisfaction of Condition Precedent to City and WRA obligations under Section 8 of Development Agreement for Sawyer Hotel Development, LLC.
 10. Committee Chairperson Reports:
 - a. Personnel Committee
 - b. Parking & Traffic Committee
 - c. Community Protection & Services Committee
 - d. Sturgeon Bay Utility Commission
 11. Public comment on non-agenda items.
 12. Mayor's comments.
 13. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 07-17-15

Time: 12:00 pm

By: Jamie S.

INVOICES DUE ON/BEFORE 07/21/2015

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL FUND				
REVENUE				
02077	RICHARD & VIRGINIA BAKER	HAZ TAGE REIM-BAKER	01-000-000-48105	32.00
COUNTRY	CVF MAPLE LLC	COUNTRY VIEW/ 7.4.15 MRKET	01-000-000-21595	6.00
COUNTRY		COUNTRY 7/11/15 FOOD SHARE	01-000-000-21595	89.00
IDLEWILD	IDLEWILD HERBS	IDLEWILD/7.4.15 MARKET	01-000-000-21595	10.00
IDLEWILD		IDLEWILD 7/11/15 FOOD SHARE	01-000-000-21595	22.00
R0000306	NAMI-DC	NAMI DOOR COUNTY,OTUMBA PK REF	01-000-000-23162	50.00
R0000917	CARI BICOY	HAZ TAG REFUND-JULY 10 PICKUP	01-000-000-48105	32.00
R0000984	CHARLES BORDEAU	BORDEAU/07.14.15 MARKET	01-000-000-21595	57.00
R0000985	SULLYS THUMBS UP PRODUCE	SULLYS/7.4.15 MARKET	01-000-000-21595	93.00
R0000985		SULLYS/ 6.27.15 MARKET	01-000-000-21595	11.00
R0000985		SULLY'S 07/11/15 FOOD SHARE	01-000-000-21595	194.00
R0000991	SPERBER FARMS	SPERBER/7.4.15 MARKET	01-000-000-21595	100.00
R0000991		SPERBER 7/11/15 FOOD SHARE	01-000-000-21595	65.00
R0001001	RENARDS CHEESE	RENARDS/7.4.15 MARKET	01-000-000-21595	88.00
R0001001		RENARD 7/11/15 FOOD SHARE	01-000-000-21595	60.00
R0001074	RANDALL MANGES	MANGES/ 7.4.15 MARKET	01-000-000-21595	10.00
R0001080	YVONNE TANCK	TANCK/ 7.4.15 MARKET	01-000-000-21595	35.00
R0001278	CINDY WICK	CHRRY BLSSM RFND/WICK	01-000-000-23162	50.00
R0001279	STEVE BRUNSTROM	SEASONAL SLIP RFND/BRUNSTROM	01-000-000-46250	2,500.00
R0001279		COUNTY TAX RFND/BRUNSTROM	01-000-000-24215	12.50
R0001279		STATE TAX RFND/ BRUNSTROM	01-000-000-24214	125.00
R0001281	LACKIR RENTAL & REMODELING	PERMIT 50-022-14 LACKIE	01-000-000-23160	528.00
R0001282	REINHARDT CONSTRUCTION	PRMT 50-021-14 REINHARDT	01-000-000-23160	904.00
R0001284	APRIL WARNER	WARNER, OTUMBA PARK REFUND	01-000-000-23162	50.00
R0001285	CHRISTINE DEWITT	DEWITT, OTUMBA PARK REFUND	01-000-000-23162	50.00
R0001286	AMBER HEISE	HEISE, SAWYER PARK REFUND	01-000-000-23162	50.00
R0001287	JEANNE SCHOPF	SCHOPF-MARTIN PARK REFUND	01-000-000-23162	50.00
R0001288	RONALD REINHARD	REINHARD-HAZ TAG REFUND	01-000-000-48105	32.00
R0001290	NISTEBOX	NISTEBOX-REFUND CLASS B BEER	01-000-000-44290	100.00
R0001290		NISTEBOX-REFUND CLASS C WINE	01-000-000-44290	100.00
THORP	PAT THORP	PATCH/6.27.15 MARKET	01-000-000-21595	21.00
THORP		PAT'S PTCH 07/11/15 FOOD SHARE	01-000-000-21595	22.00
TOTAL REVENUE				5,548.50
BALLFIELD LIGHTING				
WPPI ENG	WPPI ENERGY	07/15 ATHLETIC FLD LIGHTING	01-000-981-70000	1,365.39
TOTAL BALLFIELD LIGHTING				1,365.39
TOTAL GENERAL FUND				6,913.89
MAYOR				
04696	DOOR COUNTY TREASURER	06/15 MAYOR INTERNET	01-100-000-56700	2.70
12300	LEAGUE OF WI MUNICIPALITIES	CHIEF EXEC WORKSHOP-BIRMINGHAM	01-100-000-55600	210.00
TOTAL				212.70
TOTAL MAYOR				212.70
CITY COUNCIL				
R0001283	MARK MASCIOLA	MILEAGE REIM-MASCIOLA	01-105-000-55600	292.10

INVOICES DUE ON/BEFORE 07/21/2015

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
R0001283		DINNER REIM-MASCIOLA	01-105-000-55600	35.00
		TOTAL		327.10
		TOTAL CITY COUNCIL		327.10
LAW/LEGAL				
16555	PINKERT LAW FIRM, LLP	05/15 GENERAL LEGAL MATTERS	01-110-000-55010	2,000.92
16555		MAY 2015 TID #1 LEGAL	01-110-000-55010	1,083.00
BUELOW	BUELOW, VETTER, BUIKEMA,	05/15 GENERAL LABOR LEGAL	01-110-000-57900	159.00
		TOTAL		3,242.92
		TOTAL LAW/LEGAL		3,242.92
CITY CLERK-TREASURER				
04650	DOOR COUNTY REGISTER OF DEEDS	06/15 CHARGES	01-115-000-56350	30.00
04696	DOOR COUNTY TREASURER	06/15 CLERK INTERNET	01-115-000-56700	10.90
13901	MTAW	2015 FALL TREAS CONFERENCE	01-115-000-55600	130.00
9535	IIMC	ANN'L MEMBERSHIP FEE-REINHARDT	01-115-000-55600	155.00
		TOTAL		325.90
		TOTAL CITY CLERK-TREASURER		325.90
ADMINISTRATION				
04696	DOOR COUNTY TREASURER	06/15 ADMIN INTERNET	01-120-000-56700	2.70
		TOTAL		2.70
		TOTAL ADMINISTRATION		2.70
COMPUTER				
04696	DOOR COUNTY TREASURER	06/15 TECH SUPPORT	01-125-000-55550	2,575.00
		TOTAL		2,575.00
		TOTAL COMPUTER		2,575.00
CITY ASSESSOR				
04696	DOOR COUNTY TREASURER	06/15 ASSESSOR INTERNET	01-130-000-56700	5.40
ASSO APP	ASSOCIATED APPRAISAL	07/21/15 CONTRACT	01-130-000-55010	1,245.83
INNOV	INNOVATIVE PRINTING, LLC	2500 #10 WINDOW ENVELOPES	01-130-000-52800	156.00
		TOTAL		1,407.23
		TOTAL CITY ASSESSOR		1,407.23

INVOICES DUE ON/BEFORE 07/21/2015

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
BUILDING/ZONING CODE ENFORCEMENT				
04696	DOOR COUNTY TREASURER	06/15 INSPECTION INTERNET	01-140-000-56700	2.70
09223	INDEPENDENT INSPECTIONS, LTD	JUNE PERMITS	01-140-000-55010	3,564.07
TOTAL				3,566.77
TOTAL BUILDING/ZONING CODE ENFORCEMENT				3,566.77
MUNICIPAL SERVICES ADMIN.				
04696	DOOR COUNTY TREASURER	06/15 ENGINEERING INTERNET	01-145-000-56700	5.40
04696		PICTOMETRY (1ST HALF)	01-145-000-58999	1,390.81
06570	FORESTRY SUPPLIERS INC	SMART TOOL SENSOR W/ CASE	01-145-000-52700	235.48
TOTAL				1,631.69
TOTAL MUNICIPAL SERVICES ADMIN.				1,631.69
PUBLIC WORKS ADMINISTRATION				
03133	CELLCOM WISCONSIN RSA 10	06/15 CELL SERVICE CHAD	01-150-000-58250	13.46
03133		06/15 CELL SERVICE BOB	01-150-000-58250	49.69
04696	DOOR COUNTY TREASURER	06/15 MUNC SVC INTERNET	01-150-000-56700	6.75
TOTAL				69.90
TOTAL PUBLIC WORKS ADMINISTRATION				69.90
CITY HALL				
03159	CHARTER COMMUNICATIONS	JUNE 2015 FIRE CABLE SERVICE	01-160-000-58999	98.98
04575	DOOR COUNTY HARDWARE	9V BATTERIES	01-160-000-51750	7.49
04575		HOSE NOZZLE	01-160-000-51750	9.99
04575		TAPE	01-160-000-51850	8.99
04575		LYSOL SPRAY	01-160-000-51850	6.49
08280	HILL BUILDING MAINTENANCE INC	JUNE CLEANING-CITY HALL	01-160-000-55300	865.00
19880	STURGEON BAY UTILITIES	421 MICHIGAN STREET	01-160-000-56150	3,231.48
19880		421 MICHIGAN STREET	01-160-000-58650	207.79
19959	SUPERIOR CHEMICAL CORP	SOAP BAGS	01-160-000-51850	471.01
TOTAL				4,907.22
TOTAL CITY HALL				4,907.22
INSURANCE				
BH	BURKART HEISDORF INSURANCE	07/15 GEN LIAB INS	01-165-000-56400	3,016.00
BH		07/15 POLICE LIAB INS	01-165-000-57150	1,138.00
BH		07/15 PUBLIC OFF INS	01-165-000-57400	1,145.00
BH		07/15 AUTO LIAB INS	01-165-000-55200	1,620.00
BH		07/15 AUTO PHY DAMAGE INS	01-165-000-55200	1,291.00
BH		07/15 WORK COMP	01-165-000-58750	20,360.00
TOTAL				28,570.00

INVOICES DUE ON/BEFORE 07/21/2015

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
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GENERAL FUND

TOTAL INSURANCE 28,570.00

GENERAL EXPENDITURES

02130	BAUDHUIN INC	CADENCE CSM	01-199-000-58900	700.00
02130		REVISE CSM AND RESET LOT CORNR	01-199-000-58900	280.00
04696	DOOR COUNTY TREASURER	2ND QTR PHONE PORTS	01-199-000-58200	464.18
04696		2ND QTR VOICEMAIL	01-199-000-58200	146.32
04696		06/15 PD PHONE SVC	01-199-000-58200	90.79
04696		06/15 FD PHONE SVC	01-199-000-58200	27.71
04696		06/15 MUNC SVC PHONE SVC	01-199-000-58200	51.44
04696		06/15 CITY HALL PHONE SVC	01-199-000-58200	146.60
08167	GANNETT WISCONSIN NEWSPAPERS	EMPLOYMENT ADS-MUN SERVICE WRK	01-199-000-57450	524.00
16555	PINKERT LAW FIRM, LLP	05/15 GENERAL LEGAL MATTERS	01-199-000-51525	359.00
16555		MAY 2015 TID #1 LEGAL	01-199-000-51525	1,157.00
STAPLES	WISCONSIN DOCUMENT IMAGING LLC	YELLOW, MAGENTA, CYAN TONERS	01-199-000-55650	588.66
STAPLES		RETURN CYAN, MAGENTA TONERS	01-199-000-55650	-392.44
TOTAL				4,143.26
TOTAL GENERAL EXPENDITURES				4,143.26

POLICE DEPARTMENT

04696	DOOR COUNTY TREASURER	06/15 POLICE INTERNET	01-200-000-56700	37.80
08167	GANNETT WISCONSIN NEWSPAPERS	SEX OFFENDER NOTIFICATN-WENDT	01-200-000-51600	84.00
15890	PACK AND SHIP ELUS	GALLS RETURN	01-200-000-57250	12.48
15890		SHIPPING ADVANTAGE POLICE SUPP	01-200-000-57250	11.01
20254	TIP TOP CLEANERS	UNIFORM CLEANING/PORTER	01-200-000-56800	24.41
23645	WISCONSIN DEPT JUSTICE TIME	WI DOJ/CIB CONFERENCE-OLSON	01-200-000-55600	150.00
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	MISC OFFICE SUPPLIES	01-200-000-51950	69.10
BUBRICKS		MISC OFFICE SUPPLIES	01-200-000-51950	3.87
DMV TRAF	DIVISION OF MOTOR VEHICLES	DEP INTO ACCT-13918044011	01-200-000-58920	200.00
STAPLES	WISCONSIN DOCUMENT IMAGING LLC	3990 BLACK COPIES	01-200-000-55650	38.70
STAPLES		1341 COLOR COPIES	01-200-000-55650	48.68
STAPLES		CYAN TONER	01-200-000-51600	255.53
TOTAL				935.58
TOTAL POLICE DEPARTMENT				935.58

PATROL BOAT

PATROL BOAT				
04575	DOOR COUNTY HARDWARE	3/8" SHACKLE-PATROL BOAT	01-205-000-54999	13.99
TOTAL PATROL BOAT				13.99
TOTAL PATROL BOAT				13.99

POLICE DEPARTMENT/PATROL

INVOICES DUE ON/BEFORE 07/21/2015

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
01550	BP AMOCO	OUT OF TOWN FUEL 6/19/15	01-215-000-51650	46.50
02206	BAY MARINE	PATROL BOAT MAINTENANCE	01-215-000-58600	661.20
03133	CELLCOM WISCONSIN RSA 10	UPGRADED ROUTES FOR SQUADS	01-215-000-58250	1,371.55
03133		07/15 CELL SERVICE	01-215-000-58250	798.86
04150	DE JARDIN CLEANERS LLC	UNIFORM MAINT/OSBORNE	01-215-000-56800	20.00
04545	DOOR COUNTY COOPERATIVE	GO PRO CAMERA CABLE-HIGH DEF	01-215-000-54999	22.13
04575	DOOR COUNTY HARDWARE	O-RING (DIVE EQUIPMENT)	01-215-000-54999	2.95
06012	FASTENAL COMPANY	20 SAFETY GLASSES	01-215-000-54999	25.69
15890	PACK AND SHIP PLUS	SHIP HILLS AIRFORCE BASE	01-215-000-54999	450.00
19880	STURGEON BAY UTILITIES	110 S NEENAH AVE CAMERA	01-215-000-56150	10.41
20254	TIP TOP CLEANERS	UNIFORM MAINT/TASSOUL	01-215-000-56800	35.00
21450	THE UNIFORM SHOPPE	UNIFORM SHIRT/DORNER	01-215-000-52900	60.90
AQUA	AQUA CENTER OF GREEN BAY INC	REPLACEMENT PURGE VALVE	01-215-000-54999	23.60
BAYCOM	BAYCOM	SQUAD CAR CHANGE OVER-MISC PTS	01-215-000-58600	4,207.94
COYHIS	DANIEL COYHIS	6/22/15 EXP RET AR15/M16/M4 AR	01-215-000-55600	282.96
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	VEHICLE MAINT SQ. #10	01-215-000-58600	349.85
JIM FORD		VEHICLE MAINTENANCE/ SQ 30	01-215-000-58600	24.95
JIM FORD		VEHICLE MAINTENANCE/ SQ 10	01-215-000-58600	562.15
PORT	PORT SUPPLY	Y ADAPTER FOR BOAT	01-215-000-58600	157.98
R0000608	AUTO ZONE, INC	HEADLIGHTS	01-215-000-58600	19.99
TARGETS	QUALIFICATION TARGETS, INC	500 TARGETS,STNDS & CLEAN PTCH	01-215-000-51050	1,167.46
TOTAL				10,302.07
TOTAL POLICE DEPARTMENT/PATROL				10,302.07
POLICE DEPT. / INVESTIGATIONS				
ACCURINT	LEXISNEXIS	05/15 CONTRACT FEE	01-225-000-57950	80.00
TOTAL				80.00
TOTAL POLICE DEPT. / INVESTIGATIONS				80.00
FIRE DEPARTMENT				
02005	BAY ELECTRONICS, INC.	RADIO REPAIR	01-250-000-57550	60.00
02005		RADIO MIC	01-250-000-57550	93.60
02330	JIM OLSON MOTORS	CHARCOAL CANNISTER	01-250-000-53000	144.80
02330		FUEL PUMP-UNIT 11	01-250-000-53000	350.00
04575	DOOR COUNTY HARDWARE	SAWZAL BLADES	01-250-000-54999	34.98
04575		ASSORTD MATERIALS	01-250-000-54999	36.92
04575		CASTER PLATES	01-250-000-52700	59.96
04575		FASTNRS,FUSE,MENDER HOSE	01-250-000-54999	8.24
04575		FASTNR,TIP LEG RBBR	01-250-000-54999	20.83
04575		ASSORTED MATERIALS	01-250-000-54999	38.02
04575		ASSORTED MATERIALS	01-250-000-54999	37.42
04575		FASTNRS,BATTERY,STOPS	01-250-000-54999	25.07
04575		TIES,CLAMP,CONDUIT,STRAP	01-250-000-54999	36.83
04575		STRP, CONDUIT	01-250-000-54999	2.11
04575		FREIGHT	01-250-000-54999	34.82
04575		BULB	01-250-000-54999	20.97
04696	DOOR COUNTY TREASURER	06/15 FIRE INTERNET	01-250-000-56700	16.20
06650	GALLS, AN ARAMARK COMPANY	RESCUE TOOL	01-250-000-52900	48.94

INVOICES DUE ON/BEFORE 07/21/2015

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
13320	JEFFERSON FIRE & SAFETY, INC	OIL FILTER	01-250-000-56250	52.77
14875	NWTC GREEN BAY	COMMD CERTIF. DIETMAN/MONTVDO	01-250-000-55600	500.00
16570	PIONEER FIRE COMPANY	4 SHIRTS, 1 CAP-STUEWER	01-250-000-52900	65.00
19880	STURGEON BAY UTILITIES	60 VACANT LOT(S) QTRLY BILL	01-250-000-56675	936.00
19880		92 E MAPLE ST	01-250-000-56675	5.20
19880		207 S 3RD AVE-MARTIN BATHROOM	01-250-000-56675	36.55
19880		421 MICHIGAN STREET	01-250-000-56675	118.00
19880		421 MICHIGAN ST-TRUCK FILL	01-250-000-56675	136.00
19880		MEM FIELD SPRINKLER	01-250-000-56675	42.95
19880		MEMORIAL WARMING HOUSE	01-250-000-56675	103.69
19880		435 N 7TH PL-GARLAND PARK	01-250-000-56675	5.53
19880		GIRLS LITTLE LEAGUE	01-250-000-56675	64.11
19880		FIRE PROTECTION	01-250-000-56675	8,720.75
19880		QUINCY BAY SHIP PIT	01-250-000-56675	42.00
19880		1018 GREEN BAY RD SIREN	01-250-000-56150	15.45
19880		107 N 1ST AVE MARINA RSTRM	01-250-000-56675	47.85
CJ	CJ WORKS, LLC	JUNE LAUNDRY	01-250-000-56800	85.50
O'REILLY	O'REILLY AUTO PARTS	FUEL SOLENOID	01-250-000-53000	21.95
O'REILLY		COUPLER & AIRGUN	01-250-000-53000	11.05
PAULCONW	PAUL CONWAY SHIELDS	FIRE BOOTS	01-250-000-52950	296.56
PORT	PORT SUPPLY	BINOCULARS	01-250-000-51350	150.97
US CELL	US CELLULAR	INSPECTION AIR CARDS	01-250-000-58250	68.32
US FIRE	US FIRECOM	PAGER CASES	01-250-000-51350	105.05
		TOTAL		12,700.96
		TOTAL FIRE DEPARTMENT		12,700.96
STORM SEWERS				
10750	PREMIER CONCRETE INC	10 BAGS RECRETE	01-300-000-54999	255.00
12430	LINCOLN CONTRACTORS SUPPLY INC	JUMPING JACK PARTS	01-300-000-56250	70.88
19880	STURGEON BAY UTILITIES	WATER USAGE ON JETTER	01-300-000-57700	264.70
		TOTAL		590.58
		TOTAL STORM SEWERS		590.58
SOLID WASTE MGMT/SPRING/FALL				
ADVANCED	ADVANCED DISPOSAL	3.57 TONS REFUSE-12 HAZ ITEMS	01-311-000-58400	473.74
		TOTAL		473.74
		TOTAL SOLID WASTE MGMT/SPRING/FALL		473.74
STREET SWEEPING				
03075	CARQUEST OF DOOR COUNTY	ELECTRIC FUEL PUMP	01-330-000-51400	49.79
03075		AIR FILTER	01-330-000-51400	11.88
19880	STURGEON BAY UTILITIES	WATER FOR SWEEPER	01-330-000-53050	25.71
25700	ZARNOTH BRUSH WORKS INC	#16 BROOM ST SHOCKS	01-330-000-51400	828.00
		TOTAL		915.38

INVOICES DUE ON/BEFORE 07/21/2015

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
			TOTAL STREET SWEEPING	915.38
WEED ABATEMENT				
04575	DOOR COUNTY HARDWARE	PLASTIC TOOLBOX--TRACTOR MOWER	01-340-000-51400	16.99
08225	HERLACHE SMALL ENGINE	2 CYCLE OIL	01-340-000-51400	21.00
20725	T R COCHART TIRE CENTER	DISMOUNT/MOUNTING, TIRES	01-340-000-51400	540.00
		TOTAL		577.99
		TOTAL WEED ABATEMENT		577.99
ROADWAYS/STREETS				
14825	NORTHEAST ASPHALT INC	12.4 TON COLD MIX	01-400-000-52200	936.20
		TOTAL		936.20
		TOTAL ROADWAYS/STREETS		936.20
STREET SIGNS AND MARKINGS				
04276	DIAMOND VOGEL PAINT CENTER	25 GALLON YELLOW PAINT	01-420-000-52100	268.75
04575	DOOR COUNTY HARDWARE	MAILBOX & NUMBERS	01-420-000-52550	17.96
04575		MAILBOX, FASTENERS	01-420-000-52550	40.71
12100	LAMPERT YARDS INC	1/8" HARDBOARD	01-420-000-52550	12.89
19275	SHERWIN WILLIAMS	10 GALLONS BLUE PAINT	01-420-000-52100	219.40
19275		20 GAL BLUE PAINT	01-420-000-52100	438.80
		TOTAL		998.51
		TOTAL STREET SIGNS AND MARKINGS		998.51
CURB/GUTTER/SIDEWALK				
10750	PREMIER CONCRETE INC	326 PENN SIDWALK & YMCA POSTS	01-440-000-51200	269.25
10750		5TH AVENUE SIDEWALKS	01-440-000-51200	370.50
		TOTAL		639.75
		TOTAL CURB/GUTTER/SIDEWALK		639.75
STREET MACHINERY				
01720	ARING EQUIPMENT COMPANY INC	LOADER IS CONTROL	01-450-000-53000	286.41
02005	BAY ELECTRONICS, INC.	RADIO REPAIR	01-450-000-57550	101.25
02005		SPEAKER MIC	01-450-000-57550	35.70
03075	CARQUEST OF DOOR COUNTY	U-BOLT	01-450-000-53000	27.80
03075		U-BOLT ROUND RETURNED	01-450-000-53000	-27.80
03075		SPARK PLUGS	01-450-000-53000	10.16

INVOICES DUE ON/BEFORE 07/21/2015

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
03075		SEA FOAM MOTOR TREATMENT	01-450-000-53000	10.11
03075		AIR FILTER	01-450-000-53000	24.66
03075		AIR FILTER	01-450-000-53000	31.86
03075		AIR/OIL FILTERS, HOSE CLAMPS	01-450-000-52150	97.52
03075		REMAN STARTER	01-450-000-53000	139.43
03075		BARRACADE HOSE	01-450-000-52150	39.00
03075		INCANDESCENT BEAM	01-450-000-53000	37.06
04575	DOOR COUNTY HARDWARE	SEALANT	01-450-000-53000	6.99
04575		CLEVIS SLIP HOOK	01-450-000-53000	6.99
04575		RETURN SEALANT	01-450-000-53000	-6.99
04575		CAULK	01-450-000-53000	2.99
04575		CORED HEX PLUG	01-450-000-53000	6.98
04575		FASTENERS	01-450-000-53000	20.99
06012	FASTENAL COMPANY	2 DRILL BATTERIES	01-450-000-52700	119.99
06012		YELLOW TRAILER-MISC PARTS	01-450-000-53000	22.78
06012		YELLOW TRAILER-MISC PARTS	01-450-000-53000	9.33
06012		YELLOW TRAILER-MISC PARTS	01-450-000-53000	9.33
06012		YELLOW TRAILER-MISC PARTS	01-450-000-53000	7.66
08225	HERLACHE SMALL ENGINE	PLATE COMPACTOR CLUTCH	01-450-000-53000	23.25
14000	NAPA AUTO PARTS	HYDRAULIC HOSES	01-450-000-53000	1,399.20
14000		GRINDING KIT	01-450-000-52700	49.99
19240	SERVICE MOTOR CO	BACKHOE SWITCH	01-450-000-53000	34.86
20725	T R COCHART TIRE CENTER	USED TIRES	01-450-000-53000	56.00
20725		FLAT REPAIR	01-450-000-53000	15.00
FLEETPRI	FLEETPRIDE	RIGHT ANGLE STOP TAIL	01-450-000-53000	7.76
O'REILLY	O'REILLY AUTO PARTS	#19AALTERNATOR	01-450-000-53000	6.99
O'REILLY		#19 ALTERNATOR	01-450-000-53000	186.28
O'REILLY		#19 ALTERNATOR	01-450-000-53000	-25.00
QUALITY	QUALITY TRUCK CARE CENTER INC	SOLENOID	01-450-000-53000	349.13
QUALITY		BRACKET	01-450-000-53000	12.34
QUALITY		RETURN BRACKET	01-450-000-53000	-12.34
VIKING	VIKING ELECTRIC SUPPLY, INC	SPLICE	01-450-000-53000	48.60
TOTAL				3,172.26
TOTAL STREET MACHINERY				3,172.26
CITY GARAGE				
06012	EASTENAL COMPANY	LATEX GLOVES	01-460-000-52350	159.90
12100	LAMPERT YARDS INC	10' X 10" ALUM-ROLL	01-460-000-55300	8.79
19959	SUPERIOR CHEMICAL CORP	SOAP	01-460-000-54999	210.25
VIKING	VIKING ELECTRIC SUPPLY, INC	SHOP EXIT LIGHTS	01-460-000-55300	70.56
WARNER	WARNER-WEXEL WHOLESALE &	SHOP MAINT SUPPLIES	01-460-000-54999	162.42
TOTAL				611.92
TOTAL CITY GARAGE				611.92
CELEBRATION & ENTERTAINMENT				
19885	STURGEON BAY YACHT CLUB	VENETIAN NIGHT FIREWORKS-2015	01-480-000-58999	500.00
TOTAL				500.00

INVOICES DUE ON/BEFORE 07/21/2015

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
TOTAL CELEBRATION & ENTERTAINMENT				500.00
HIGHWAYS - GENERAL				
19880	STURGEON BAY UTILITIES	808 S DULUTH AVE SIGN	01-499-000-58000	9.16
19880		EGG HARBOR RD TRAFFIC LIGHTS	01-499-000-58000	23.09
19880		14TH & EGG HARBOR TRAFFIC LIGH	01-499-000-58000	26.98
19880		W S TRAFFIC LIGHTS	01-499-000-58000	137.65
19880		ORNAMENTAL ST LIGHT	01-499-000-58000	5,766.88
19880		OVERHEAD ST LIGHTS	01-499-000-58000	8,606.33
19880		WALNUT DR & LANSING SIGN	01-499-000-58000	3.22
19880		323 S 1ST AVE EAST SIDE DOCK	01-499-000-58000	49.55
19880		311 S 1ST AVE SHEYRD DVLP LIGH	01-499-000-58000	69.28
TOTAL				14,692.14
TOTAL HIGHWAYS - GENERAL				14,692.14
PARK & RECREATION ADMIN				
03133	CELLCOM WISCONSIN RSA 10	06/15 CELL SERVICE BOB	01-500-000-58250	49.68
03133		06/15 CELL SERVICE SAWYER DOCK	01-500-000-58250	14.15
03133		06/15 CELL SERVICE MARK	01-500-000-58250	13.16
04575	DOOR COUNTY HARDWARE	PAINT-KIDS PROGRAM	01-500-000-52250	5.99
04696	DOOR COUNTY TREASURER	06/15 PARK INTERNET	01-500-000-56700	4.05
08167	GANNETT WISCONSIN NEWSPAPERS	CITY WIDE GARAGE SALE AD-2015	01-500-000-57450	285.00
23200	WDOR	RADIO ADVERTISING-JUNE	01-500-000-57450	91.00
23200		RADIO ADVERTISING-JUNE	01-500-000-57450	88.00
23200		RADIO ADVERTISING-JUNE	01-500-000-57450	104.00
CASE COM	CASE COMMUNICATIONS	RADIO ADVERTISING-JUNE	01-500-000-57450	495.85
KOBUSSEN	KOBUSSEN BUSES LTD	BUSSING-TIMBER RATTLER FLD TRP	01-500-000-52250	420.47
PULSE	PENINSULA PULSE	ADVERTISING-JUNE	01-500-000-57450	300.20
TOTAL				1,871.55
TOTAL PARK & RECREATION ADMIN				1,871.55
PARKS AND PLAYGROUNDS				
02435	BISSEN ASPHALT LLC	BEACH STONE & TOPSOIL	01-510-000-51750	93.19
03025	CAPTAIN COMMODES INC	PORT-A POTTI RENTALS	01-510-000-58999	200.00
03075	CARQUEST OF DOOR COUNTY	MOWER OIL FILTER	01-510-000-51900	2.70
03075		MOWER OIL FILTER	01-510-000-51900	2.70
04575	DOOR COUNTY HARDWARE	SPRAYER	01-510-000-52850	18.99
04575		SIGN-MARTIN PARK	01-510-000-52550	13.98
04575		CADDY AND KEY	01-510-000-54999	15.44
04575		FASTENERS FOR DEODERIZER INSTA	01-510-000-54999	16.49
04575		RULE TAPE, FASTENERS	01-510-000-52550	21.33
04575		FASTENERS	01-510-000-52550	4.80
04575		CEDAR TONER	01-510-000-52350	57.98
04575		ITEMS FOR SPRAYER	01-510-000-52850	20.63
04575		HANDICAP SIGNS-MARTIN PARK	01-510-000-52550	25.98

INVOICES DUE ON/BEFORE 07/21/2015

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
04575		PADLOCK-DOG PARK	01-510-000-54999	12.99
04575		BUNGEE CORD, CLOTHSLINE-BANNER	01-510-000-54999	15.98
04575		SIGN-GARLAND PARK	01-510-000-52550	3.58
04575		MAUL HANDLE	01-510-000-52700	26.99
04575		FASTENERS-PLAY EQUIPMENT	01-510-000-51760	5.52
04575		FASTENERS-PLAY EQUIPMENT	01-510-000-51760	4.58
04575		PRUNER COMBO	01-510-000-52700	17.98
04575		CONCRETE MIX	01-510-000-54999	9.98
04575		SOCKET	01-510-000-52700	11.97
04575		BOLT-MEN'S BTHRM-CHERRY BLSSM	01-510-000-51350	4.99
04575		SOCKET	01-510-000-52700	7.98
04575		HANDLES	01-510-000-54999	28.47
04575		LATEX PAINT	01-510-000-52100	55.98
04575		SOCKET	01-510-000-52700	11.97
04575		XYLENE PAINT	01-510-000-52100	19.99
04575		MASKING TAPE	01-510-000-52100	17.47
04575		EXT CORD, PLUNGER	01-510-000-54999	71.46
04575		BASKETBALL NETS-SUNSET/OTUMBA	01-510-000-51760	5.98
04575		SPRAY PAINT	01-510-000-52100	3.99
04575		FASTENERS, DRILL BITS, CAULK	01-510-000-52550	36.25
06012	FASTENAL COMPANY	EAR PLUGS	01-510-000-52350	32.08
13049	MAY'S SPORT CENTER	MOWER BELT	01-510-000-51900	105.00
14000	NAPA AUTO PARTS	P1 INTERIOR DOOR HANDLE	01-510-000-52850	26.49
19297	SHORE TO SHORE RENTAL, INC	CHAIRS-SYMPHONIC BAND	01-510-000-54999	40.50
19880	STURGEON BAY UTILITIES	207 S 3RD AVE-MARTIN PARK	01-510-000-56150	22.40
19880		207 S 3RD AVE-MARTIN BATHROOM	01-510-000-58650	58.23
19880		MEMORIAL WARMING HOUSE	01-510-000-56150	167.70
19880		MEMORIAL WARMING HOUSE	01-510-000-58650	211.77
19880		435 N 7TH PL-GARLAND PARK	01-510-000-56150	9.61
19880		435 N 7TH PL-GARLAND PARK	01-510-000-58650	18.19
19880		421 MICHIGAN FLAG LIGHT	01-510-000-56150	37.94
19880		MEM FLD PARKING LOT	01-510-000-56150	8.25
19880		MEMORIAL FLD COMPLEX	01-510-000-56150	295.16
19880		GIRLS LITTLE LEAGUE	01-510-000-58650	79.94
20725	T R COCHART TIRE CENTER	TIRE	01-510-000-52850	88.00
20725		FLAT REPAIR	01-510-000-52850	15.00
20725		FLAT REPAIR	01-510-000-52850	15.00
JBTREE	J & B TREE SERVICE, LLC	TREE REMOVAL-OTUMBA PARK	01-510-000-58450	542.66
SALZ	SALZSIEDER LANDSCAPE & NURSERY	PLANT PARK TREES (8)	01-510-000-58450	1,280.00
WARNER	WARNER-WEXEL WHOLESALE &	MAINT SUPPLIES	01-510-000-51850	60.00
WARNER		MAINT SUPPLIES	01-510-000-51850	52.32
WARNER		MAINT SUPPLIES	01-510-000-51850	46.98
TOTAL				4,081.53
TOTAL PARKS AND PLAYGROUNDS				4,081.53
BALLFIELDS				
04575	DOOR COUNTY HARDWARE	KEYS-MEMORIAL PRESS BOX	01-520-000-54999	22.35
04575		TWINE, CORD REEL W/ STAND	01-520-000-54999	21.98
20900	TRU GREEN CHEMLAWN	WEED & FEED-WEST SIDE BALL FLD	01-520-000-58999	83.00
20900		WEED & FEED-LIONS FLD SUNSET	01-520-000-58999	78.00
20900		WEED & FEED-SUNSET PARK, KIWAN	01-520-000-58999	78.00
20900		WEED & FEED-ROTARY FLD SUNSET	01-520-000-58999	78.00

INVOICES DUE ON/BEFORE 07/21/2015

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
R0001289	MITCH ANDERSEN	REIMBURSE MEMORIAL FIELD KEY	01-520-000-54999	12.36
		TOTAL		373.69
		TOTAL BALLFIELDS		373.69
MUNICIPAL DOCKS				
WARNER	WARNER-WEXEL WHOLESALE &	MAINT SUPPLIES	01-550-000-51850	114.75
		TOTAL		114.75
		TOTAL MUNICIPAL DOCKS		114.75
WATER WEED MANAGEMENT				
03075	CARQUEST OF DOOR COUNTY	PUMP RETURN	01-560-000-51400	-31.49
03075		BATTERY CABLES	01-560-000-51400	40.46
03075		P6 BRAKES	01-560-000-51400	179.16
03075		P6 BRAKES	01-560-000-51400	22.61
04575	DOOR COUNTY HARDWARE	HOSE & NOZZLE	01-560-000-51400	45.98
04575		LOCKS FOR ELEVATORS	01-560-000-54999	14.99
04575		FASTENERS	01-560-000-51400	21.52
04575		MARINE SILICONE	01-560-000-51400	13.98
04575		FASTENERS	01-560-000-51400	13.10
04575		FASTENERS-CREDIT	01-560-000-51400	-8.78
04575		RULE TAPE, FASTENERS	01-560-000-51400	16.37
04575		FASTENERS	01-560-000-51400	2.29
04575		PLIERS, NUTDRIVER, WORK BAG	01-560-000-54999	69.97
04575		FASTENERS	01-560-000-51400	48.96
04575		HOSES	01-560-000-54999	38.99
04575		FASTENERS	01-560-000-51400	24.58
04575		MARINE SILICONE	01-560-000-54999	6.99
04575		FASTENERS	01-560-000-54999	3.00
R0000655	TRANSMOTION, LLC	WATER WEEDS PARTS	01-560-000-51400	90.43
		TOTAL		613.11
		TOTAL WATER WEED MANAGEMENT		613.11
WATERFRONT PARKS & WALKWAYS				
02480	BONNIE BROOKE GARDENS LLC	6 HYDRANGEA	01-570-000-51750	210.33
04575	DOOR COUNTY HARDWARE	WEDGE BIT, FASTENERS	01-570-000-52650	11.44
04575		NOZZLE KIT	01-570-000-54999	33.98
04575		FASTENERS	01-570-000-54999	46.48
04575		FASTENERS	01-570-000-52650	0.84
04575		FASTENERS	01-570-000-52650	1.25
04575		VIDEO SURVEILLANCE SIGNS	01-570-000-52650	3.58
04575		ELECTRICAL TAPE	01-570-000-54999	6.49
12100	LAMPERT YARDS INC	8 2X4X12 TREATED	01-570-000-54999	57.52
19880	STURGEON BAY UTILITIES	W LARCH ST-WALKWAY LTS	01-570-000-56150	87.52
19880		W LARCH ST-PARKING LOT	01-570-000-56150	58.15

INVOICES DUE ON/BEFORE 07/21/2015

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
19880		N MADISON AVE SPRINKLG	01-570-000-58650	13.00
19880		10 PENNSYLVANIA ST DOCK	01-570-000-58650	24.40
19880		48 KENTUCKY ST WTR FRT	01-570-000-56150	181.48
19880		107 N 1ST AVE MARINA RSTRM	01-570-000-56150	250.11
19880		107 N 1ST AVE MARINA RSTRM	01-570-000-58650	65.21
19880		122 KENTUCKY ST CITY PKG RAMP	01-570-000-56150	346.48
19880		48 KENTUCKY ST DOCK	01-570-000-58650	24.40
19880		48 KENTUCKY ST CITY MAR INA	01-570-000-58650	73.62
TOTAL				1,496.28
TOTAL WATERFRONT PARKS & WALKWAYS				1,496.28
EMPLOYEE BENEFITS				
03780	COUNSELING ASSOCIATES OF DC	07/15 EAP	01-600-000-56553	150.83
TOTAL				150.83
TOTAL EMPLOYEE BENEFITS				150.83
COMMUNITY & ECONOMIC DEVLPMT				
04696	DOOR COUNTY TREASURER	06/15 COMM DEV INTERNET	01-900-000-56700	5.40
TOTAL				5.40
TOTAL COMMUNITY & ECONOMIC DEVLPMT				5.40
TOTAL GENERAL FUND				114,744.49
CAPITAL FUND				
PATROL				
02208	BAYCOM INC.	NEW EQUIP SQ # 60	10-215-000-59035	812.20
03133	CELLCOM WISCONSIN RSA 10	6/15 CELL SERVICE	10-215-000-59040	3,000.00
AMERDIVE	AMERICAN DIVING SUPPLY	6-HAZMAT DRYSUIT & GEAR	10-215-000-59999	13,901.50
BAYCOM	BAYCOM	ARBITRATOR INSTALL	10-215-000-59000	7,334.00
TOTAL				25,047.70
TOTAL PATROL				25,047.70
FIRE DEPARTMENT				
EXPENSE				
12100	LAMPERT YARDS INC	SOFIT MATERIALS/ W SIDE FIRE	10-250-000-59015	2,101.02
12100		WOOD SHIMS	10-250-000-59015	21.87
SETCOM	SETCOM CORPORATION	RADIO/HEADSET	10-250-000-59055	2,178.95
VIKING	VIKING ELECTRIC SUPPLY, INC	CAN LIGHTS	10-250-000-59015	109.49
VIKING		RETURN BULB	10-250-000-59015	-22.37
TOTAL EXPENSE				4,388.96

INVOICES DUE ON/BEFORE 07/21/2015

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAPITAL FUND				
EXPENSE				
EXPENSE				
TOTAL FIRE DEPARTMENT				4,388.96
ROADWAYS/STREETS				
EXPENSE				
08167	GANNETT WISCONSIN NEWSPAPERS	ADS FOR BIDDING-EGG HARBOR RD	10-400-000-59096	219.12
TOTAL EXPENSE				219.12
ANNUAL RESURFACING & BASE REP.				
02435	BISSEN ASPHALT LLC	N JOLIET AVE MATERIALS	10-400-110-59095	2,416.04
RASS	RASS EXCAVATING & MATERIAL LLC	THORN STREET TOPSOIL	10-400-110-59095	1,387.50
TOTAL ANNUAL RESURFACING & BASE REP.				3,803.54
TOTAL ROADWAYS/STREETS				4,022.66
PUBLIC FACILITIES				
EXPENSE				
FOREST	FOREST CONSTRUCTION COMPANY,	10% DOWN PAYMENT-MUN SER BLDG	10-700-000-59085	8,850.00
TOTAL EXPENSE				8,850.00
TOTAL PUBLIC FACILITIES				8,850.00
TOTAL CAPITAL FUND				42,309.32
CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
02975	CAMERA CORNER	COMPACT FLASHES & AUDIO CABLE	21-000-000-52700	353.00
04696	DOOR COUNTY TREASURER	06/15 PEG INTERNET	21-000-000-56700	100.00
TOTAL CABLE TV / GENERAL				453.00
TOTAL CABLE TV / GENERAL				453.00
TOTAL CABLE TV				453.00
TID #4 DISTRICT				
TID #4 DISTRICT				
16555	PINKERT LAW FIRM, LLP	05/15 TID 4 LEGAL	28-340-000-55001	2,509.00
CEDARCO	CEDAR CORPORATION	SERVICES THRU 6.20.15	28-340-000-55001	11,147.29
VANDEW	VANDEWALLE & ASSOCIATES, INC	SERVICES THRU 6.20.15	28-340-000-58999	1,092.77
TOTAL				14,749.06
TOTAL TID #4 DISTRICT				14,749.06
TOTAL TID #4 DISTRICT				14,749.06

DATE: 07/15/2015
TIME: 15:37:18
ID: AP443000.CST

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/21/2015

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
03075	CARQUEST OF DOOR COUNTY	HALOGEN BEAM	60-000-000-53080	13.70
20725	T R COCHART TIRE CENTER	ROTATE	60-000-000-52850	25.00
ADVANCED	ADVANCED DISPOSAL	235.79 TONS REFUSE	60-000-000-58300	14,117.15
ADVANCED		96.50 TONS RECYCLING	60-000-000-58350	1,323.13
RESLER	TROY RESLER	RESLER/SAFETY BOOT REIM	60-000-000-56800	100.00
TOTAL SOLID WASTE ENTERPRISE FUND				15,578.98
TOTAL SOLID WASTE ENTERPRISE FUND				15,578.98
TOTAL SOLID WASTE ENTERPRISE				15,578.98
TOTAL ALL FUNDS				187,834.85

MANUAL CHECKS

DELTA DENTAL 07/01/15 Check #77485 July Dental Insurance Various Departmental Accounts	\$6,320.70
NETWORK HEALTH 07/01/15 Check # 77485 July Health Insurance Various Departmental Accounts	\$85,383.69
BENEFIT ADVANTAGE 07/08/15 Check # 77489 July Billing HSA/FSA 01-600-000-50510	\$120.00
BENEFIT ADVANTAGE 07/10/15 Check # 77605 Cobra Billing June 01-600-000-50510	\$25.00
MINNESOTA LIFE 07/10/15 Check #77606 08/15 Life Insurance 01-600-000-50552	\$2,103.13
TOTAL MANUAL CHECKS	\$93,952.52

DATE: 07/15/2015
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ID: AP443000.CST

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/21/2015

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

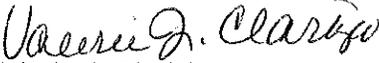
GENERAL FUND		114,744.49	209,697.01	
CAPITAL FUND		42,309.32		
CABLE TV		453.00		
TID #4 DISTRICT		14,749.06		
SOLID WASTE ENTERPRISE		15,578.98		
TOTAL --- ALL FUNDS		187,834.85	281,787.37	

SPECIAL COMMON COUNCIL
June 29, 2015

A special meeting of the Common Council was called to order at 6:11 p.m. by Mayor Birmingham in the Executive Board Room at the Stone Harbor Resort & Conference Center, 107 N 1st Avenue. Roll call: Alderpersons Catarozoli, Vandertie, Ireland, Wiesner, Fett, and Stults were present. Alderperson Gregory was excused. Also present: City Administrator McNeil, Bill and Denise Frueh from Public Administration Associates, Brian Chapman, Mark Masciola, Mr. and Mrs. Ryan Heise, Mr. and Mrs. Joshua Van Lieshout, Sturgeon Bay Utility General Manager Jim Stawicki, Sturgeon Bay Visitor Center Executive Director Pam Seiler, Sturgeon Bay School District Superintendent Dan Tjernagel, Bill Chaudoir from the Door County Economic Development Corporation, Kathy Birmingham, Marilyn Vandertie, Kristi Wiesner, Theresa Fett, Nancy Stults, and Finance Director/City Treasurer Valerie Clarizio.

After Mayor announced statutory basis, Fett/Wiesner to convene in closed session in accordance with 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: City Administrator selection. Roll call: All voted aye. Carried. The meeting moved to closed session at 6:45 p.m. The meeting adjourned at 8:07 p.m.

Respectfully submitted,


Valerie J. Clarizio
Finance Director/City Treasurer

SPECIAL COMMON COUNCIL
June 30, 2015

A special meeting of the Common Council was called to order at 9:03 a.m. by Mayor Birmingham. Roll call: Alderpersons Catarozoli, Vandertie, Ireland, Wiesner, Stults, and Fett were present. Alderperson Gregory was excused. Also present: Bill and Denise Frueh from Public Administration Associates, and Finance Director/City Treasurer Valerie Clarizio.

Stults/Fett to adopt agenda. Carried.

After Mayor announced statutory basis, Fett/Stults to convene in closed session in accordance with 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 City Administrator Selection. Roll call: All voted aye. Carried. The meeting moved to closed session at 9:04 a.m. The meeting adjourned at 3:16 p.m.

Respectfully submitted,



Valerie J. Clarizio
Finance Director/City Treasurer

SPECIAL COMMON COUNCIL
July 2, 2015

A special meeting of the Common Council was called to order at 12:15 p.m. by Mayor Birmingham. Roll call: Alderpersons Vandertie, Ireland, Wiesner, Stults, and Fett were present. Alderpersons Catarozoli and Gregory were excused. Also present: Fire Chief Herlache, Assistant Fire Chief Dietman, and Finance Director/City Treasurer Valerie Clarizio.

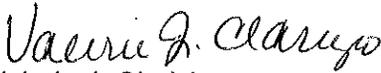
Fett/Stults to adopt the agenda. Carried.

After Mayor announced statutory basis, Wiesner/Ireland to convene in closed session in accordance with 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 City Administrator Selection. Roll call: All voted aye. Carried. The meeting moved to closed session at 12:17 p.m. The meeting reconvened in open session at 12:21 p.m.

Vandertie/Fett to hire Joshua J. Van Lieshout as the City Administrator subject to the original terms of the employment contract including the terms regarding a completion of a physical examination and mandatory City drug test. Carried.

Ireland/Vandertie to adjourn. The meeting adjourned at 12:25 p.m.

Respectfully submitted,


Valerie J. Clarizio
Finance Director/City Treasurer

**CLOSED SESSION
COMMON COUNCIL
June 16, 2015**

The closed session of the Common Council was convened at 12:44 p.m. by Mayor Birmingham in the Closed Session Room, City Hall. Members present: Catarozoli, Vandertie, Ireland, Wiesner, Stults, Fett and Gregory. Also present: Mayor Birmingham, City Administrator McNeil, Denise & Bill Frea from Public Administration Associates and City Clerk/Human Resources Director Reinhardt.

Discussion took place regarding the applications that were received for the position of City Administrator.

It was the consensus of the Council to move to the finalist step of the process for filling the position of City Administrator and interview the following candidates: Brian Chapman, Ryan Heise, Mark Masciola, Kenneth Pabich, and Josh Van Lieshout.

Fett/Gregory to adjourn. Carried. The meeting adjourned at 1:40 p.m.

Respectfully submitted,



Stephanie L. Reinhardt
City Clerk/Human Resources Director

Approved for Publication:



Steve McNeil
City Administrator

Date: 7/13/15

**CLOSED SESSION
COMMON COUNCIL
July 7, 2015**

The closed session of the Common Council was convened at 12:34 p.m. by Mayor Birmingham in the Closed Session Room, City Hall. Members present: Catarozoli, Vandertie, Ireland, Wiesner, and Fett. Stults and Gregory were excused. Also present: Mayor Birmingham, City Administrator McNeil, Community Development Olejniczak and City Clerk/Human Resources Director Reinhardt.

RECOMMENDATION

We, the Personnel Committee, hereby recommend to appoint Chad Shefchik to the City Engineer position and to proceed with the process of filling the Crew Supervisor position upon Mr. Shefchik's acceptance of the City Engineer position. Furthermore, to recommend the following salaries with the reorganization: City Engineer - \$76,000; Engineering Technician - \$65,000; Crew Supervisor - \$60,000 effective January 1, 2016.

PERSONNEL COMMITTEE

By: Ronald A. Vandertie, Chr.

Vandertie/Fett to adopt. Carried.

Wiesner/Fett to adjourn. Carried. The meeting adjourned at 12:52 p.m.

Respectfully submitted,



Stephanie L. Reinhardt
City Clerk/Human Resources Director

Approved for Publication:



Steve McNeil
City Administrator

Date: 7/13/15

COMMON COUNCIL

July 7, 2015

A regular meeting of the Common Council was called to order at 12:00 p.m. by Mayor Birmingham. The Pledge of Allegiance was recited. Roll call: Catarozoli, Vandertie, Ireland, Wiesner, and Fett. Stults and Gregory were excused.

Wiesner/Ireland to adopt agenda. Catarozoli/Vandertie to amend the agenda by moving item 6l from the consent agenda to the regular agenda. Vote taken on the amendment. Carried. Vote taken on the original motion as amended. Carried.

Fett/Wiesner to approve the following bills - General Fund - \$61,327.40, Capital Fund - \$122,847.44, Cable TV - \$4,863.77, TID #2 - \$108,561.17, TID #4 - \$28,107.11 and Solid Waste Enterprise Fund - \$2,025.30 for a grand total of \$327,732.19. Carried.

Fett/Vandertie to approve consent agenda:

- a. Approval of 6/16/15 regular Council minutes.
- b. Approval of the following minutes:
 - (1) Industrial Park Development Review Team – 6/4/15
 - (2) Bicycle & Pedestrian Advisory Board – 6/4/15
 - (3) Waterfront Redevelopment Authority – 6/8/15
 - (4) Finance/Purchasing & Building Committee – 6/9/15
 - (5) Community Protection & Services Committee – 6/11/15
 - (6) Personnel Committee – 6/15/15
 - (7) Park & Recreation Committee – 6/24/15
 - (8) Joint Park & Recreation Committee – 6/24/15
- c. Place the following reports on file:
 - (1) Police Department Report – May 2015
- d. Consideration of: Approval of beverage operator licenses.
- e. Consideration of: Temporary Class B Beer license.
- f. Consideration of: Temporary Class B Wine license.
- g. Consideration of: Street Closure Application for Family Services of Northeast Wisconsin.
- h. Consideration of: Exception to Noise Ordinance for Door County Fair for July 29 - August 2, 2015.
- i. Finance/Purchasing & Building Committee recommendation re: Approve the donation request from the Sturgeon Bay Yacht Club in the amount of \$500.00 for the Venetian Night fireworks to be held August 8, 2015.
- j. Personnel Committee recommendation re: Approve the change for the Fire Department Lieutenant promotional procedure and attach a Memorandum of Understanding to the Sturgeon Bay Firefighters Local 2682 Bargaining Agreement.
- k. Personnel Committee recommendation re: Approve the changes to the City of Sturgeon Bay Personnel Policies and Employee Handbook.
- l. ~~Park & Recreation Committee recommendation re: Changing Ordinance 34.11 to allow dogs in parks except for on beaches, playgrounds, picnic, and ballfield areas if contained on a leash not to exceed 10 feet in length. Moved to regular agenda.~~
- m. Park & Recreation Committee recommendation re: Allowing dogs in Cherry Blossom Park on September 12, 2015.

The following people spoke on consent agenda item 6l: Linda Cockburn, 153 S. 3rd Ave and Christie Weber, 311 Pennsylvania.

Carried.

There were no Mayoral appointments.

RECOMMENDATION

We, the Park & Recreation Committee, hereby recommend changing ordinance 34.11 to allow dogs in parks except for on beaches, playgrounds, picnic, and ballfield areas if contained on a leash not to exceed 10 feet in length.

PARK & RECREATION COMMITTEE

By: Ron Vandertie, Chr.

Moved by Catarozoli to exclude "ballfield areas" in the recommendation by Park & Recreation Committee. Discussion took place regarding whether or not dogs should be allowed in the ballfield areas or ballfields. Motion died due to lack of a second. Fett/Vandertie to send this item back to Park & Recreation Committee for further review and recommendation. Carried.

Community Development Director Olejniczak noted that the bids for Egg Harbor Road Improvements have been received would be on the next Council agenda.

City Plan Commission Chair Wiesner, Finance/Purchasing & Building Committee Chair Fett, and Park & Recreation Committee Chair Vandertie presented reports for their respective committees/commissions.

The following people spoke during public participation: Christie Weber, 311 Pennsylvania; Linda Cockburn, 153 S. 3rd Ave.

The Mayor made his comments.

After the Mayor announced the statutory basis, Fett/Ireland to convene in 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: City Engineer position. Roll call: All voted aye. Carried. The meeting moved to closed session at 12:32 p.m. and adjourned at 12:52 p.m.

Respectfully submitted,



Stephanie L. Reinhardt
City Clerk/Human Resources Director

PERSONNEL COMMITTEE
June 30, 2015

A Personnel Committee meeting was called to order at 7:37 a.m. by Chairperson Vandertie in the Second Floor Conference Room, City Hall, 421 Michigan St. Roll call: Members Vandertie, Fett, and Stults were present. Also present, Mayor Birmingham, Alderperson Wiesner, Bill and Denise Frueh from Public Administration Associates, Police Chief Porter, Police Captain Brinkman, Lieutenant Investigator Henry, Fire Chief Herlache, Assistant Fire Chief Dietman, Municipal Services Director Bordeau, Crew Supervisor Shefchik, Community Development Director Olejnickzak, and Finance Director/City Treasurer Clarizio.

Fett/Stults to adopt the agenda. Carried.

After Chairperson Vandertie announced statutory basis, Fett/Stults to convene in closed session in accordance with 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: City Administrator selection. Roll call: All voted aye. Carried. The meeting moved to closed session at 7:38 a.m. The meeting adjourned at 8:48 a.m.

Respectfully submitted,


Valerie J. Clarizio
Finance Director/City Treasurer

FINANCE/PURCHASING & BUILDING COMMITTEE
June 30, 2015

A meeting of the Finance/Purchasing & Building Committee was called to order at 3:21p.m. by Alderperson Fett in the Council Chambers, City Hall. Roll call: Alderpersons Fett, Stults and Ireland were present. Also present: Alderperson Vandertie, Alderperson Wiesner, City Administrator McNeil, Finance Director/City Treasurer Clarizio, Municipal Services Director Bordeau, Ken Overland and Receptionist Metzger.

A motion was made by Alderperson Stults, seconded by Alderperson Ireland to adopt the following agenda:

1. Roll call.
 2. Adoption of agenda.
 3. Consideration of: Request from Ken Overland to Waive Deferred Special Assessments for Parcels on S. Columbia Avenue.
 4. Consideration of: Bradley Lake Engineering.
 5. Consideration of: Revision to the Debt Section of the City of Sturgeon Bay Fiscal Management Policy.
 5. Unfinished business.
 6. Review bills.
 7. Adjourn.
- Carried.

Consideration of: Request from Ken Overland to Waive Deferred Special Assessments for Parcels on S. Columbia Avenue.

Finance Director/City Treasurer Clarizio explained that a request was received from Ken Overland 4563 Sherwood Point Rd. Sturgeon Bay, requesting that the city waive the deferred special assessments in the amount of \$123,622.09 on eleven parcels located on S. Columbia Avenue dated 1990 and 2000. The assessments were deferred based on the lots being unbuildable and classified as wetland. For two of the parcels a change in ownership/title will cause the assessments to come due, whereas per the deferral agreement, the other nine parcels will trigger the assessment to come due with the change of use of the property. Mr. Overland briefly explained that the assessments are greater than the value of the parcels. The committee continued discussions focusing on the fact that the \$123,622.09 is a debt obligation to the city, with a recorded agreement between Mr. Overland and the city.

Moved by Alderperson Stults, seconded by Alderperson Ireland to recommend to Common Council to deny the request for Ken Overland to waive the deferred sewer and water special assessments in the amount of \$123,622.09 on the following South Columbia Avenue parcels:

<u>Parcel #</u>	<u>Special Assessment</u>
281-66-1200-1401	\$11,908.74
281-66-1200-1402	\$10,135.10
281-66-1200-1403	\$10,135.10
281-66-1200-1404	\$10,135.10
281-66-1200-1405	\$10,135.10
281-66-1200-1406	\$12,355.70
281-66-1200-1501	\$10,557.73
281-66-1200-1502	\$10,476.65
281-66-1200-1504	\$13,653.11
281-66-1200-1505	<u>\$13,653.11</u>

Total

\$123,622.09

Carried.

Consideration of: Bradley Lake Engineering.

Municipal Services Director Bordeau explained that since 2008 funds have been raised through grants, donations, city levied funds and help from the Sturgeon Bay Noon Rotary Club. Phase I of the Bradley Lake remediation project will begin in July 2015. The project is at a point to begin the engineering for phase II and a portion of phase III. He stated the engineering is for the lake itself, cost of dredging, and providing a cost idea of phase III. Mr. Bordeau is requesting to continue working with Foth on the engineering at a cost of \$78,900.

Moved by Alderperson Fett, seconded by Alderperson Stults to recommend to Common Council that the City continue to work with Foth for the engineering on Bradley Lake in the amount of \$78,900. Carried.

Consideration of: Revision to the Debt Section of the City of Sturgeon Bay Fiscal Management Policy.

Finance Director/City Treasurer Clarizio explained that the city's current fiscal management policy limits the city's debt at 2.5% of the equalized value of the state limits. The State of Wisconsin allows municipalities to incur debt up to 5% of the city's equalized value. Currently the city is at roughly 2% however with planned capital projects and TID 4 developing the debt is expected to be around 3%. It is also anticipated that the percentage will lower back down to 2.5% or less during certain times of the year during 2017 through 2020 years and then less thereafter. This could change depending on whether or not the Council approves additional projects than listed in the current five year plan. At this time Staff is requesting to change the city fiscal management policy to match the State of Wisconsin established 5% debt limit.

Moved by Alderperson Stults, seconded by Alderperson Ireland to recommend to Common Council to adopt the revised City of Sturgeon Bay Debt Section of the Fiscal Management Policy, changing the City imposed tax supported general obligation 50% debt limit to that as established by the State of Wisconsin. Carried.

There were no items for review on the unfinished business list.

Review bills

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

Moved by Alderperson Fett, seconded by Alderperson Ireland to adjourn. Carried. The meeting adjourned at 3:52pm.

Respectfully submitted,


Tricia Metzger

CITY PLAN COMMISSION

Wednesday, July 1, 2015

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

Roll call: Members Mike Gilson, Laurel Brooks, Rick Wiesner, Bob Starr, and Ron Vandertie were present. Dennis Statz entered the meeting at 7:05 p.m. Excused: Member Jeff Norland. Also present were Community Development Director Marty Olejniczak and Community Development Secretary Cheryl Nault.

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

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from April 15, 2015.
4. Public comment on non-agenda items.
5. Consideration of: Presentation by Konner Kearney pertaining to Egg Harbor Road corridor planning/design – Senior Capstone Project for UW-Madison.
6. Adjourn.

Carried.

Approval of minutes from April 15, 2015: Moved by Mr. Gilson, seconded by Ms. Brooks to approve the minutes from April 15, 2015. All ayes. Carried.

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

Consideration of: Presentation by Konner Kearney pertaining to Egg Harbor Road corridor planning/design – Senior Capstone Project for UW-Madison: Mr. Olejniczak introduced Konner Kearney who recently graduated from the landscape architecture program at UW Madison. He was required to do a Capstone Project and had chosen the Egg Harbor Road corridor as his project.

Mr. Kearney gave a short background on himself and explained the overall goals of this project. He stated that Egg Harbor Road is your first or last experience in Sturgeon Bay. It is essentially a corridor “for sale”. There are many vacant buildings and vacant lots. He focused on the 12th Avenue intersection.

Mr. Kearney’s project included a master plan with four phases. Phase 1 included mixed use market space along Egg Harbor Road. Phase 2 showed boardwalks and sidewalks. Phase 3 was a multi-family community. Phase 4 included Cherry Point Park (Cherry Point Mall) with two levels, including a lower parking structure.

The stormwater program was discussed, as well as different species of trees and shrubs to be planted in the area. There would also be a connection to the fairgrounds.

Mr. Olejniczak stated he was comfortable with Mr. Kearney’s ideas, but had a concern with the aggressiveness of it. It is actually more like a 100 year plan, so it might have to be toned down.

Mr. Kearney said this is a design guideline to create ideas for future development.

Mr. Starr stated that based on the City's population the plan requires new growth. He also asked if climate was considered in regard to the cobblestone sidewalks. With all of the vacant space, the City needs to move forward in whatever we can do.

Mr. Wiesner mentioned getting people in and out of Egg Harbor Road is important. Additional roadways make businesses more viable.

Mr. Vandertie brought up the growth of the Industrial Park and that it is the tip of the ice berg. The City needs to make sure the stormwater is where we want it to go.

Mr. Statz thought that in regard to the Krueger property, something will happen within 5 - 10 years. He also liked the name change that had been mentioned at a previous meeting to Sturgeon Bay Blvd.

Mr. Olejniczak thought this plan could be used for a City-wide guideline that could go beyond Egg Harbor Road.

The Commission commended Mr. Kearney on the project.

Moved by Mr. Vandertie, seconded by Ms. Brooks to accept the Egg Harbor Road project. All ayes. Carried.

Adjourn: Moved by Ms. Brooks, seconded by Mr. Starr to adjourn. Carried. Meeting adjourned at 7:50 p.m.

Respectfully submitted,



Cheryl Nault
Community Development Secretary

WATERFRONT DESIGN REVIEW BOARD

Monday, July 13, 2015

The Waterfront Design Review Board meeting was called to order at 12:02 p.m. by Chairperson William Galligan in Council Chambers, City Hall, 421 Michigan Street.

Roll call: Members William Galligan, Shelly Phelps, and Dennis Statz were present. Excused: Members Eric Paulsen and James Goodwin. Also present were Bellin Health representative Paul Vlies, Alderpersons Kelly Catarazoli and Will Gregory, Community Development Director Marty Olejniczak, and Community Development Secretary Cheryl Nault.

Adoption of agenda: Moved by Mr. Statz, seconded by Ms. Kerwin to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from April 22, 2015.
4. Consideration of: Proposed medical clinic for Bellin Health, located at 311 N. 3rd Avenue.
5. Adjourn.

Carried.

Approval of minutes from April 22, 2015: Moved by Mr. Statz, seconded by Ms. Phelps to approve the minutes from April 22, 2015. Carried.

Consideration of: Proposed medical clinic for Bellin Health, located at 311 N. 3rd Avenue: Mr. Olejniczak stated that the proposed building was last occupied by Dollar General. It has now been purchased by Bellin Health for a medical clinic.

Paul Vlies stated that they have done other blighted commercial projects. There is currently a Bellin Health trailer that is located at Bay Ship. The exterior shape of the building will stay the same, but the top three rows of the building will include EIFS enhancements. The front and side of the building facing Palmer Johnsons will be tuckpointed and painted in a taupe color, with a sandstone color window trim, as well as the other two sides being repainted. The landscaping will be improved. The steps located in the rear of the building will be repaired and loading dock removed. He also mentioned that the ground sign is in a state of disrepair. They would like to install an internally lit ground sign.

Board members stated that they would like to see more landscaping in the parking lot.

Mr. Olejniczak added that internally lit signs are not allowed in the waterfront district, but offered other ideas. He also suggested ideas for landscaping, such as cutting out 2-3 feet of asphalt and dressing up the parking lot along the street frontage.

After further discussion, it was moved by Mr. Statz, seconded by Ms. Phelps to grant a certificate of appropriateness for the exterior of the building as presented and discussed. All ayes. Carried. Mr. Vlies will follow up with a landscaping plan and signage.

Adjourn: Moved by Mr. Statz, seconded by Ms. Phelps to adjourn. All ayes. Carried.
Meeting adjourned at 12:29 p.m.

Respectfully submitted,



Cheryl Nault
Community Development Secretary



CITY of STURGEON BAY FIRE DEPARTMENT

Tim Dietman
Assistant Fire Chief

421 Michigan St
Sturgeon Bay, WI 54235

920-746-2916 Station 920-746-2405 Office
920-746-6901 FAX
Email: tdietman@sturgeonbaywi.org

TO: The Sturgeon Bay Fire & Police Commission/Sturgeon Bay Common Council
FROM: Assistant Fire Chief Tim Dietman
SUBJECT: May 2015 Monthly Fire Report
DATE: June 19, 2015

I submit the following report of activities for the Sturgeon Bay Fire Department for the month of May 2015.

CALLS FIRE DEPARTMENT RECEIVED: 104

CITY CALLS: 95

East Side Calls: 60

West Side Calls: 35

Type of Call:

Fire 29

EMS 75

COUNTRY CALLS: 09

Town of Sevastopol: 04

Town of Sturgeon Bay: 03

Nasewaupsee: 01

Southern Door: 01

INCIDENT TYPE

35 – Medical Non-Emergent
40 – Medical Emergent
01 – Building Fire
01 – Dispatched & Cancelled
01 – Animal Rescue
01 – Hazmat Investigation
03 – Citizen Complaint

03 – Vehicle Accident
04 – CO incident
01 – Lock Out
01 – Fire In Mobile Property
01 – Vehicle Fire
01 – Watercraft Rescue

01 – Assist Police/Government Agency
01 – Steam/Gas Mistaken for Smoke
06 – Alarm Detector Act. No Fire
01 – Smoke Scare/Odor of Smoke
01 – Overpressure Rupture from air/gas
01 – Hazardous Condition

CALLS PER DAY:

Monday 16
Tuesday 13
Wednesday 11
Thursday 15
Friday 20
Saturday 15
Sunday 14

INPECTION REPORT:

Inspections within the city limits: 135

Inspections outside the city limits: 06

Total number of inspection hours: 114.32 hours

SPECIAL REPORTS, ACTIVITIES AND REPAIRS

TRUCK/STATION MAINTENANCE: Firefighters flushed out the tank on unit #6; completed annual fire hose testing; repaired a broken water line on unit #6; tested all the marina fire protection systems; rebuilt the primer motor on unit #4; replaced connections to the tac on unit #3; replaced the packing, front suction valve & actuator motor on unit #4 and installed a tank for Class B foam on unit #5.

TRAINING: 155 hours of training were conducted in May. Full-time firefighters reviewed Marine 1 and its operations; members of the Honor Guard attended their monthly training; A/C Dietman and FF Montevideo completed a 96 hour Command training and FF Austad, FF Writt, FF Cihlar & FF Soukup attended a navigation training instructed by US Coast Guard.

OTHER: Fire Chief and AC attended budget meetings and other town meetings. Burning permits were given out.



CITY of STURGEON BAY FIRE DEPARTMENT

Tim Dietman
Assistant Fire Chief

421 Michigan St
Sturgeon Bay, WI 54235

920-746-2916 Station 920-746-2405 Office
920-746-6901 FAX
Email: tdietman@sturgeonbaywi.org

TO: The Sturgeon Bay Fire & Police Commission/Sturgeon Bay Common Council
FROM: Assistant Fire Chief Tim Dietman
SUBJECT: June 2015 Monthly Fire Report
DATE: July 16, 2015

I submit the following report of activities for the Sturgeon Bay Fire Department for the month of June 2015.

CALLS FIRE DEPARTMENT RECEIVED: 131

CITY CALLS: 119

East Side Calls: 86

West Side Calls: 33

Type of Call:

Fire 34

EMS 97

COUNTRY CALLS: 12

Town of Sevastopol: 11

Town of Sturgeon Bay: 01

INCIDENT TYPE

37 – Medical Non-Emergent

60 – Medical Emergent

01 – Trash Fire

01 – Dispatched & Cancelled

01 – Gas Leak

01 – Public Service

07 – Vehicle Accident

04 – CO incident

02 – Outside/Grass Fire

01 – Vehicle Fire

01 – Watercraft Rescue

05 – Gas/Flammable Liquid Spill

01 – Assist Police/Government Agency

01 – Unauthorized Burning

06 – Alarm Detector Act. No Fire

01 – Smoke Scare/Odor of Smoke

01 – Authorized Controlled Burn

CALLS PER DAY:

Monday 21

Tuesday 17

Wednesday 10

Thursday 24

Friday 24

Saturday 18

Sunday 17

INPECTION REPORT:

Inspections within the city limits: 177

Inspections outside the city limits: 01

Total number of inspection hours: 153.28 hours

SPECIAL REPORTS, ACTIVITIES AND REPAIRS

TRUCK/STATION MAINTENANCE: Firefighters repaired right rear wheel seal on Engine 6; removed overspray on the hood/fenders on Brush 8; pressure washed Marine 1; replaced spark plugs on Brush 8 pump; installed new Y connection to shore power for Marine 1; replaced vent solenoid on #11 and changed oil in trucks, pumps and equipment on the following trucks: Engine 4 &6, Brush 5&8, Tender 1, #11, #10 and Rescue 1.

TRAINING: 117.20hours of training were conducted in June. Full-time firefighters reviewed Marine 1 and its operations; practiced driver/operations of pumps; Lt Doell, FF Writt, FF Austad & FF Hanson trained with paramedics on TEMS (self EMS methods and active shooter procedures).

OTHER: Fire Chief and AC attended budget meetings and other town meetings.



STURGEON BAY POLICE DEPARTMENT



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

To: The Honorable Mayor
 Members of the Common Council
 Members of the Police and Fire Commission
 City Administrator Steve McNeil
 Officers of the Sturgeon Bay Police Department
 Media

From: Captain Daniel J. Brinkman

Subject: Monthly Report for June, 2015

Date: July 14, 2015

The following is a summary of the Police Department’s activities for the month of June that includes crimes investigated, traffic accidents investigated, miles traveled, fuel consumed, training completed, and public education provided by department members.

Crimes Investigated

The Department, during the month, investigated a total of 78 crimes.

These crimes can be broken down and classified as follows.

Battery	02
Bail Jump	02
Burglary	01
Custodial Interference	01
Death Investigation	01
Disorderly Conduct	12
Domestic Abuse	06
Controlled Substance Problem	04
Fraud	04
Harassment	05
Identity Theft	01
Property Damage	04
Resist / Interfere with Officer	01
Restraining Order Violation	01
Runaway Juvenile	03
Theft	23
Theft-Automobile	01
Threats to Harm	04

Weapon Offense.....	02	TOTAL 78
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The above crimes resulted in the loss of \$19,995 to the community, of which \$375 has been recovered.

Arrests

The Department completed a total of 203 arrests during the month. These arrests encompass violations from traffic to felony, and are listed below by type of violations and number of arrests for each category.

A. Felony Crime Arrest		
Possess Controlled Substance.....	01	
Fraud.....	01	
Physical Abuse to Child.....	01	
		TOTAL 03

B. Misdemeanor Crime Arrests		
Battery	01	
Disorderly Conduct.....	07	
Retail Theft.....	03	
Obstruct Police Officer	02	
Bail Jump.....	05	
Possess Drug Paraphernalia	01	
Possess Dangerous Weapon at School.....	01	
Inhale Hazardous Substance	01	
Damage to Property	02	
		TOTAL 23

Wisconsin Probation & Parole Violation Arrests 18

Warrant Arrests.....	05	TOTAL 23
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C. Ordinance Violation Arrests		
Disorderly Conduct.....	03	
Urinate/Defecate in Public.....	02	
Animal Neglect	04	
Possess Drug Paraphernalia	03	
Possess Marijuana.....	01	
Underage Purchase of Alcohol	01	
Slow No Wake Violations	06	
Disorderly Conduct w/ Motor Vehicle.....	01	
		TOTAL 21

D. Traffic Crime Arrests		
Operating while Intoxicated (2 nd or more).....	03	TOTAL 03

E. Traffic Violation Arrests

Operating a Motor Vehicle While Intoxicated.....	04
Speeding Violations.....	35
Motor Vehicle Registration Violation.....	06
Drive Left of Centerline.....	03
Operating While Driver's License Suspended/Revoked.....	07
No Driver's License.....	05
Fail to Yield.....	04
Inattentive Driving.....	03
Seat Belt Violations.....	41
Operate Vehicle w/o Insurance.....	07
Miscellaneous Moving Traffic Violations.....	15

TOTAL 130

In addition to the preceding arrests, the Department conducted a total of 300 traffic stops during the month and logged 95 violations for various motor vehicle defects and local ordinances and issued 83 written warnings for those violations. A total of 44 parking tickets were issued for parking violations throughout the city.

Traffic Accidents

The Department during the month investigated a total of 27 vehicle accidents. These investigations are categorized into four types described below.

A. Motor Vehicle Accidents Involving Fatalities.....	00
B. Motor Vehicle Accidents Involving Injuries.....	05
C. Motor Vehicle Accidents Involving Property Damage (greater than \$1,000.00).....	18
D. Motor Vehicle Accidents Involving Property Damage (less than \$1,000.00).....	04

TOTAL 27

Police Service Calls

Department members handled 500 service calls during the month. These calls consist of both citizen requests for police service as described below (372), crimes investigated (78), traffic accidents investigated (27), and Wisconsin Probation and Parole Assists 23.

A. Traffic and Road Incidents.....	54
------------------------------------	----

This category consists of all assignments involving assists to stranded motorists, directing traffic, complaints of noisy or otherwise disorderly vehicles, removing obstructions from roadways, and all parking problem complaints.

B. Noise Complaints.....	12
--------------------------	----

These complaints involve private parties, licensed liquor establishments, and parties in public places.

C. Sick and Injured Persons.....	09
----------------------------------	----

Assistance rendered to the Ambulance Service and sick or injured persons.

D. Alarms	11
<p>Officers responded to activated burglar and hold-up alarms at area banks and other business establishments and residences as well as fire alarms.</p>	
E. Complaints Involving Animals	31
<p>Investigations by officers of noisy animals, loose animals, animal bites, wild animals and sick, injured or dead animal complaints.</p>	
F. Civil Disputes	00
<p>Arguments between neighbors, landlords and tenants, and family members where no crimes have been committed.</p>	
G. Escorts	04
<p>Transporting citizens, money escorts for area financial institutions, funerals, and for area industry.</p>	
H. Citizen Assist.....	69
<p>This category is broad and involves such services as assistance in gas drive-off's, emergency notifications, attempts to locate people, retrieval of personal property, and vehicle registration assistance.</p>	
I. Assistance Rendered to Other Agencies	05
<p>Includes assistance to other law enforcement and government agencies.</p>	
J. Suspicious Person / Vehicle / Circumstance.....	49
<p>Involves both citizen complaints and observations by officers on patrol who took investigative action in regard to the suspicious behavior of vehicles and people.</p>	
K. Liquor Establishments	05
<p>Officers conducting compliance checks and investigations concerning problems with customers.</p>	
L. Self-Initiated Field Activity.....	04
<p>All initiated activity by the officer to include, but not limited to, routine security checks of area industries, businesses, city parks, residences, and compliance checks of local liquor establishments.</p>	
M. Juvenile Problems.....	14
<p>Requests for police service that strictly involve property calls and all unfounded calls for police service. The calls vary from mischief to family problems to runaway situations.</p>	
N. Miscellaneous Incidents	90
<p>Includes arrest warrants served, recovered property calls, and all unfounded calls for police service. This category includes unfounded 9-1-1 calls investigated by Department members during the month.</p>	

O. Welfare Checks 15

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

TOTAL 372

Department Mileage and Fuel Consumption

Officers patrolled a total of 12,546 miles with department vehicles, consuming 1,169 gallons of fuel. The fleet averaged 10.7 miles per gallon of fuel during the month.

Department Training

Officers Steve South and Chad Mielke provided monthly training to 6 members of the Lakeshore Police Explorers, Post 9368. Sgt. Chad Hougaard graduated from the prestigious Wisconsin Command College earning a Certified Public Manager certificate.

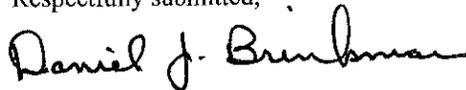
Public Education

There was no public education in the month of June.

Noteworthy Investigations

Sgt. Carl Waterstreet completed a lengthy Internet Crimes against Children investigation involving a 19 year old Sturgeon Bay man who was arrested and charged with 16 felony counts of Possession of Child Pornography, 1 felony count of Child Exploitation-Videos, Records, etc., 1 misdemeanor count of Possession of Drug Paraphernalia and 2 misdemeanor counts of Possessing a Controlled Substance.

Respectfully submitted,



Captain Daniel J. Brinkman

CITY OF STURGEON BAY
INSPECTION DEPARTMENT
June 30, 2015

THE FOLLOWING IS THE MONTHLY SUMMARY OF THE ACTIVITIES OF THE INSPECTION DEPARTMENT FOR THE MONTH OF JUNE 2015.

June-15	YEAR TO DATE		June-15	YEAR TO DATE
1	3	ONE FAMILY DWELLINGS	180,000	494,000
0	0	TWO FAMILY DWELLINGS	-----	-----
0	0	MULTIPLE FAMILY DWELLINGS	-----	-----
0	3	MANUFACTURED HOME	-----	117,500
0	0	C.B.R.F.	-----	-----
1	2	RESIDENTIAL ADDITIONS	37,372	40,372
8	27	RESIDENTIAL ALTERATIONS	69,870	891,922
0	0	RESIDENTIAL GARAGES/CARPORTS	-----	-----
4	4	RESIDENTIAL GARAGE ADDITIONS & ALTERATIONS	53,000	53,000
0	0	RESIDENTIAL STORAGE BUILDINGS	-----	-----
0	0	RESIDENTIAL SWIMMING POOLS	-----	-----
0	0	NON-RESIDENTIAL SWIMMING POOLS	-----	-----
0	1	NEW COMMERCIAL BUILDINGS	-----	10,000
0	2	NON-RESIDENTIAL GARAGES & STORAGE BUILDINGS	-----	44,600
0	1	NON-RESIDENTIAL ADDITIONS	-----	306,352
2	20	NON-RESIDENTIAL ALTERATIONS	122,500	1,378,760
0	0	MUNICIPAL BUILDINGS	-----	-----
0	0	WAREHOUSES	-----	-----
0	0	FACTORY & SHOP	-----	-----
0	0	COMMUNICATION TOWER	-----	-----
0	0	SUBSTATION	-----	-----
0	0	AGRICULTURAL BUILDINGS	-----	-----
16	63	TOTAL ESTIMATED COST OF CONSTRUCTION	\$462,742	\$3,336,506
June-15	YEAR TO DATE	TOTAL PERMITS ISSUED	June-15	YEAR TO DATE
16	63	BUILDING PERMITS	1,401	8,133
15	69	ELECTRICAL PERMITS	856	5,664
8	37	PLUMBING PERMITS	1,025	3,259
4	32	HEATING PERMITS	611	4,748
10	97	SIGN PERMITS	320	3,140
0	0	MISCELLANEOUS PERMITS	-----	-----
0	0	SUMP PUMP PERMITS	-----	-----
0	0	ELECTRICIAN LICENSES	-----	-----
0	2	EARLY STARTS	-----	160
2	6	EROSION CONTROL	350	825
0	0	STATE PLAN APPROVALS	-----	-----
0	1	PARK & PLAYGROUND PAYMENTS	-----	300
1	4	WISCONSIN PERMIT SEALS	35	140
0	1	ZONING BOARD OF APPEALS APPLICATIONS	-----	300
0	0	ZONING CHANGES/P.U.D. APPLICATIONS	-----	-----
0	2	PLAN COMMISSION - CONDITIONAL USES	-----	600
0	1	CERTIFIED SURVEY MAP REVIEWS	-----	110
0	0	SUBDIVISION PLATTING REVIEW	-----	-----
0	0	MISCELLANEOUS REVENUE	-----	-----
0	0	(COPIES, POSTAGE, SALE OF MAPS, ETC.)	-----	-----
0	0	RESIDENTIAL BUILDINGS MOVED	-----	-----
0	0	NON-RESIDENTIAL BUILDINGS MOVED	-----	-----
0	0	CHANGE OF USE	-----	-----
0	0	RESIDENTIAL OCCUPANCY FEES	-----	-----
1	6	COMMERCIAL OCCUPANCY FEES	50	300
0	0	PIER PERMIT	-----	-----
0	0	DEMOLITION	-----	-----
0	0	REINSPECTION FEE	-----	-----
		ADMIN FEE	213	1,194
TOTAL RECEIPTS DEPOSITED WITH CITY TREASURER			\$4,861.38	\$28,873.00

Cheryl Nault
Building Inspection Dept.

JUNE 2015 BANK RECONCILIATION

CHECKING ACCOUNTS

INVESTMENT ACCOUNTS

GENERAL FUND	WDF	SNAP	GENERAL/CAPITAL FUND
BAYLAKE	BAYLAKE	BAYLAKE	INVESTMENTS
PRIOR G/L BALANCE	2,924,217.62	42,776.41	6,713.24
REVENUE	458,397.39	17,345.12	255.00
DISBURSEMENTS	829,927.96	0.00	0.00
AMOUNT IN TRANSIT	13,718.02	2,481.16	0.00
ADJUSTMENTS	28,570.96	0.00	0.00
ENDING BALANCE	2,567,539.99	57,640.37	6,968.24
BANK BALANCE	2,598,113.19	57,640.37	6,968.24
LESS OUTS, CHECKS	30,573.20	0.00	0.00
	2,567,539.99	57,640.37	6,968.24

SAVINGS ACCOUNTS

GENERAL FUND	GENERAL FUND	TIF #1 DEBT	WDF	CAPITAL - BUILDING DEBT	TIF #3 DEBT	TIF #3 CONSTRUCTION	TIF #4 DEBT SVC
STATE - #2	BAYLAKE BANK - MIMBI	STATE - #11	STATE - #4	STATE - #9	STATE - #08	STATE - #14	STATE - #12
PRIOR G/L BALANCE	3,155,888.95	15,477.50	546,806.86	116,282.49	5,958.13	535,717.85	91,804.90
REVENUE	630,056.55	0.53	61.95	13.17	0.88	60.69	10.39
DISBURSEMENTS	0.00	378.57	0.00	0.00	0.00	0.00	208.00
AMOUNT IN TRANSIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ENDING BALANCE	3,785,945.50	15,099.46	546,868.81	116,295.66	5,958.81	535,778.54	91,607.29
BANK BALANCE	3,785,945.50	15,099.46	546,868.81	116,295.66	5,958.81	535,778.54	91,607.29

TIF #2	TIF #2	TIF #2 DEBT	TIF #2 AMENDED AREA	TIF #2 AMENDED AREA	TIF #2-CAPITAL MAINT.	TIF #2 WERDA DEBT RES.	TIF #4 CONSTRUCTION
BAYLAKE - MMBA	STATE - #3	STATE - #10	CONST. - STATE - #06	CAP. INT. - STATE - #7	STATE - #15	STATE - #13	STATE - #01
PRIOR G/L BALANCE	3,726.00	80,827.32	543,476.30	57,348.76	63,852.10	109,128.32	1,653,486.44
REVENUE	0.16	9.16	61.57	6.50	7.23	12.16	187.33
DISBURSEMENTS	0.00	0.00	0.00	0.00	0.00	2,714.00	626,515.17
AMOUNT IN TRANSIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ENDING BALANCE	3,726.16	80,836.48	543,537.87	57,355.26	63,859.33	106,426.48	1,653,673.77
BANK BALANCE	3,726.16	80,836.48	543,537.87	57,355.26	63,859.33	106,426.48	1,653,673.77

7/10/2015

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

6c6.

DEPARTMENT DESCRIPTION	FOR FUND: GENERAL FUND		JUNE 30, 2015	%	FISCAL YEAR	FISCAL YEAR-TO-DATE	%
	FOR 6 PERIODS ENDING	BUDGET					
REVENUES	914,103.79	121,177.14	(86.7)		10,969,245.00	5,026,263.40	(54.1)
GENERAL FUND	914,103.79	121,177.14	(86.7)		10,969,245.00	5,026,263.40	(54.1)
TOTAL REVENUES	914,103.79	121,177.14	(86.7)		10,969,245.00	5,026,263.40	(54.1)
EXPENSES							
GENERAL FUND	53,430.39	1,365.39	97.4		641,165.00	92,624.50	85.5
MAYOR	1,044.99	917.72	12.1		12,540.00	5,791.03	53.8
CITY COUNCIL	4,740.41	4,657.98	1.7		56,885.00	29,486.39	48.1
LAW/LEGAL	4,583.33	386.00	91.5		55,000.00	10,408.50	81.0
CITY CLERK-TREASURER	31,544.57	29,890.02	5.2		378,535.00	178,044.74	52.9
ADMINISTRATION	12,873.75	11,653.11	9.4		154,485.00	69,184.73	55.2
COMPUTER	4,408.32	5,150.00	(16.8)		52,900.00	21,574.24	59.2
CITY ASSESSOR	8,394.99	6,784.48	19.1		100,740.00	46,892.45	53.4
BOARD OF REVIEW	126.66	32.00	74.7		1,520.00	32.00	97.8
BUILDING/ZONING CODE ENFORCEMENT	4,811.25	2,931.18	39.0		57,735.00	22,266.28	61.4
MUNICIPAL SERVICES ADMIN.	18,365.41	16,141.49	12.1		220,385.00	98,985.07	55.0
PUBLIC WORKS ADMINISTRATION	20,347.91	18,738.56	7.9		244,175.00	116,547.97	52.2
ELECTIONS DEPARTMENT	966.24	0.00	100.0		11,595.00	8,822.00	23.9
CITY HALL	12,383.74	8,080.48	34.7		148,605.00	56,304.10	62.1
INSURANCE	29,329.58	28,645.00	2.3		351,955.00	224,812.00	36.1
GENERAL EXPENDITURES	132,041.67	678.46	99.4		1,584,500.00	44,613.65	97.1
POLICE DEPARTMENT	32,448.74	29,453.37	9.2		389,385.00	183,205.05	52.9
PATROL BOAT	1,059.17	1,011.26	4.5		12,710.00	1,025.23	91.9
PARKING ENFORCEMENT	0.00	0.00	0.0		0.00	0.00	0.0
POLICE DEPARTMENT/PATROL	154,419.17	142,988.65	7.4		1,853,030.00	849,700.36	54.1
POLICE DEPT. / INVESTIGATIONS	10,919.59	8,694.88	20.3		131,035.00	67,312.43	48.6
FIRE DEPARTMENT	151,838.75	135,181.05	10.9		1,822,065.00	802,864.53	55.9
STORM SEWERS	2,877.09	1,381.85	51.9		34,525.00	1,981.56	94.2
SOLID WASTE MGMT/SPRING/FALL	4,129.18	1,508.47	63.4		49,550.00	3,453.43	93.0
COMPOST/SOLID WASTE SITE	2,622.50	1,704.14	35.0		31,470.00	2,997.27	90.4
STREET SWEEPING	3,155.85	3,880.18	(22.9)		37,870.00	14,633.63	61.3
WEED ABATEMENT	571.67	1,100.79	(92.5)		6,860.00	1,346.24	80.3
ROADWAYS/STREETS	14,595.42	13,269.77	9.0		175,145.00	81,578.98	53.4
SNOW REMOVAL	17,451.26	175.15	98.9		209,415.00	70,918.39	66.1
STREET SIGNS AND MARKINGS	4,187.92	13,239.86	(216.1)		50,255.00	31,016.33	38.2
CURB/GUTTER/SIDEWALK	1,244.59	1,090.57	12.3		14,935.00	2,892.13	80.6
STREET MACHINERY	15,498.34	10,492.19	32.3		185,980.00	65,773.12	64.6
CITY GARAGE	4,992.49	3,390.07	32.0		59,910.00	33,339.73	44.3
CELEBRATION & ENTERTAINMENT	3,769.17	18,549.54	(392.1)		45,230.00	38,854.84	14.0
HIGHWAYS - GENERAL	43,690.84	36,173.29	17.2		524,290.00	214,510.59	59.0
PARK & RECREATION ADMIN	9,146.26	10,874.70	(18.8)		109,755.00	51,273.24	53.2
PARKS AND PLAYGROUNDS	34,410.38	34,628.03	(0.6)		412,925.00	168,776.26	59.1
BALLFIELDS	2,642.08	3,781.35	(43.1)		31,705.00	13,633.62	56.9
ICE RINKS	618.75	0.00	100.0		7,425.00	7,568.48	(1.9)
BEACHES	191.25	0.00	100.0		2,295.00	0.00	100.0

6c6.

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: GENERAL FUND
 FOR 6 PERIODS ENDING

JUNE 30, 2015

DEPARTMENT DESCRIPTION

JUNE BUDGET JUNE ACTUAL % VARI-ANCE FISCAL YEAR BUDGET FISCAL YEAR-TO-DATE ACTUAL % VARI-ANCE

EXPENSES

MUNICIPAL DOCKS	3,728.33	5,059.02	(35.6)	44,740.00	12,980.29	70.9
WATER WEED MANAGEMENT	8,157.92	7,321.54	10.2	97,895.00	10,442.37	89.3
WATERFRONT PARKS & WALKWAYS	5,101.68	10,034.24	(96.6)	61,220.00	30,615.19	49.9
EMPLOYER BENEFITS	2,054.18	1,110.70	45.9	24,650.00	9,053.61	63.2
PUBLIC FACILITIES	6,595.83	0.00	100.0	79,150.00	37,627.36	52.4
BOARDS AND COMMISSIONS	43.75	0.00	100.0	525.00	0.00	100.0
COMMUNITY & ECONOMIC DEVELOPMNT	32,548.33	18,489.62	43.1	390,580.00	169,654.99	56.5
TOTAL EXPENSES	914,103.69	650,636.15	28.8	10,969,245.00	4,005,428.90	63.4

TOTAL FUND REVENUES	914,103.79	121,177.14	(86.7)	10,969,245.00	5,026,263.40	(54.1)
TOTAL FUND EXPENSES	914,103.69	650,636.15	28.8	10,969,245.00	4,005,428.90	63.4
SURPLUS (DEFICIT)	0.10	(529,459.01)	(9110.0)	0.00	1,020,834.50	100.0

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

DEPARTMENT DESCRIPTION	FOR FUND: CAPITAL FUND		JUNE 30, 2015		FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI-ANCE
	BUDGET	ACTUAL	% VARI-ANCE	% VARI-ANCE			
REVENUES	234,800.75	83,133.50	(64.5)	2,817,609.00	716,791.16	(74.5)	
TOTAL REVENUES	234,800.75	83,133.50	(64.5)	2,817,609.00	716,791.16	(74.5)	
EXPENSES							
CITY CLERK-TREASURER	0.00	0.00	0.0	0.00	0.00	0.0	
ADMINISTRATION	0.00	0.00	0.0	0.00	0.00	0.0	
COMPUTER	1,333.33	0.00	100.0	16,000.00	2,272.87	85.7	
CITY ASSESSOR	833.33	0.00	100.0	10,000.00	0.00	100.0	
MUNICIPAL SERVICES ADMIN.	833.33	0.00	100.0	10,000.00	0.00	100.0	
ELECTIONS	875.00	0.00	100.0	10,500.00	0.00	100.0	
CITY HALL	0.00	0.00	0.0	0.00	0.00	0.0	
GENERAL EXPENDITURES	1,541.66	0.00	100.0	18,500.00	47,995.00	(159.4)	
POLICE DEPARTMENT	0.00	0.00	0.0	0.00	0.00	0.0	
PATROL	10,370.83	64,563.00	(522.5)	124,450.00	91,186.35	26.7	
POLICE DEPT. / INVESTIGATIONS	0.00	0.00	0.0	0.00	0.00	0.0	
FIRE DEPARTMENT	5,050.00	0.00	100.0	60,600.00	31,675.37	47.7	
STORM SEWERS	10,833.33	0.00	100.0	130,000.00	1,123.74	99.1	
SOLID WASTE MGMT/REFUSE/RECYCL	0.00	0.00	0.0	0.00	0.00	0.0	
ROADWAYS/STREETS	0.00	0.00	0.0	0.00	0.00	0.0	
SNOW REMOVAL	131,554.16	1,939.99	98.5	1,578,650.00	22,184.89	98.5	
CURB/GUTTER/SIDEWALK	24,707.92	0.00	0.0	0.00	0.00	0.0	
CITY GARAGE	833.33	352.10	98.5	296,495.00	352.10	99.8	
PARKS AND PLAYGROUNDS	32,083.33	0.00	100.0	10,000.00	2,630.73	73.6	
BALDFIELDS	2,409.50	0.00	100.0	385,000.00	0.00	100.0	
ICE RINKS	0.00	0.00	0.0	28,914.00	48,046.00	(66.1)	
BEACHES	0.00	0.00	0.0	0.00	0.00	0.0	
MUNICIPAL DOCKS	0.00	0.00	0.0	0.00	0.00	0.0	
WATER WEED MANAGEMENT	0.00	0.00	0.0	0.00	0.00	0.0	
WATERFRONT PARKS & WALKWAYS	541.66	951.26	(75.6)	6,500.00	1,509.54	76.7	
SANITARY & WATER MAIN	0.00	0.00	0.0	0.00	0.00	0.0	
PUBLIC FACILITIES	10,000.00	0.00	100.0	120,000.00	0.00	100.0	
COMMUNITY & ECONOMIC DEVLPMT	0.00	0.00	0.0	0.00	0.00	0.0	
TOTAL EXPENSES	233,800.71	67,806.35	70.9	2,805,609.00	248,976.59	91.1	
TOTAL FUND REVENUES	234,800.75	83,133.50	(64.5)	2,817,609.00	716,791.16	(74.5)	
TOTAL FUND EXPENSES	233,800.71	67,806.35	70.9	2,805,609.00	248,976.59	91.1	
SURPLUS (DEFICIT)	1,000.04	15,327.15	1432.6	12,000.00	467,814.57	3798.4	

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: CABLE TV
 FOR 6 PERIODS ENDING

DEPARTMENT DESCRIPTION	JUNE 30, 2015		FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI-ANCE
	BUDGET	ACTUAL			
REVENUES					
CABLE TV / GENERAL	10,750.00	0.00	129,000.00	68,669.67	(46.7)
TOTAL REVENUES	10,750.00	0.00	129,000.00	68,669.67	(46.7)
EXPENSES					
CABLE TV / GENERAL	8,625.00	4,963.77	103,500.00	44,676.29	56.8
TOTAL EXPENSES	8,625.00	4,963.77	103,500.00	44,676.29	56.8
TOTAL FUND REVENUES	10,750.00	0.00	129,000.00	68,669.67	(46.7)
TOTAL FUND EXPENSES	8,625.00	4,963.77	103,500.00	44,676.29	56.8
SURPLUS (DEFICIT)	2,125.00	(4,963.77)	25,500.00	23,993.38	(5.9)

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

DEPARTMENT DESCRIPTION	FOR FUND: TOURISM FUND		JUNE 30, 2015		FISCAL YEAR	FISCAL YEAR-TO-DATE	% VARI-ANCE
	BUDGET	ACTUAL	% VARI-ANCE	ACTUAL			
REVENUES							
TOURISM COMMITTEE / GENERAL	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL REVENUES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
EXPENSES							
TOURISM COMMITTEE / GENERAL	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL EXPENSES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL FUND REVENUES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL FUND EXPENSES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
SURPLUS (DEFICIT)	0.00	0.00	0.0	0.00	0.00	0.00	0.0

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

DEPARTMENT DESCRIPTION	FOR FUND: TID #2 DISTRICT			JUNE 30, 2015			FISCAL YEAR			FISCAL YEAR-TO-DATE		
	BUDGET	ACTUAL	VARI-ANCE	BUDGET	ACTUAL	VARI-ANCE	BUDGET	ACTUAL	VARI-ANCE	BUDGET	ACTUAL	VARI-ANCE
REVENUES												
TID DISTRICT #2	130,320.33	284.11	(99.7)	1,563,844.00	805,871.31	(48.4)						
TOTAL REVENUES	130,320.33	284.11	(99.7)	1,563,844.00	805,871.31	(48.4)						
EXPENSES												
TID DISTRICT #2	242,871.41	2,714.00	98.8	2,914,457.00	403,382.81	86.1						
TOTAL EXPENSES	242,871.41	2,714.00	98.8	2,914,457.00	403,382.81	86.1						
TOTAL FUND REVENUES	130,320.33	284.11	(99.7)	1,563,844.00	805,871.31	(48.4)						
TOTAL FUND EXPENSES	242,871.41	2,714.00	98.8	2,914,457.00	403,382.81	86.1						
SURPLUS (DEFICIT)	(112,551.08)	(2,429.89)	(97.8)	(1,350,613.00)	402,488.50	(129.8)						

DATE: 07/10/2015
 TIME: 14:59:37
 ID: G1480000.WOW

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #1 DISTRICT
 FOR 6 PERIODS ENDING JUNE 30, 2015

DEPARTMENT DESCRIPTION	JUNE		FISCAL YEAR	FISCAL YEAR-TO-DATE	
	BUDGET	ACTUAL		BUDGET	ACTUAL
REVENUES					
TID #1 DISTRICT	46,774.41	61.95	561,293.00	374,145.26	(33.3)
TOTAL REVENUES	46,774.41	61.95	561,293.00	374,145.26	(33.3)
EXPENSES					
TID #1 DISTRICT	44,787.75	0.00	537,453.00	0.00	100.0
TOTAL EXPENSES	44,787.75	0.00	537,453.00	0.00	100.0
TOTAL FUND REVENUES	46,774.41	61.95	561,293.00	374,145.26	(33.3)
TOTAL FUND EXPENSES	44,787.75	0.00	537,453.00	0.00	100.0
SURPLUS (DEFICIT)	1,986.66	61.95	23,840.00	374,145.26	1469.4

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

DEPARTMENT DESCRIPTION	FOR FUND: TID #3 DISTRICT		JUNE 30, 2015		FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI-ANCE
	JUNE BUDGET	JUNE ACTUAL	% VARI-ANCE				
REVENUES							
TID #3 DISTRICT	21,609.76	71.08	(99.6)		259,317.00	48,102.26	(81.4)
TOTAL REVENUES	21,609.76	71.08	(99.6)		259,317.00	48,102.26	(81.4)
EXPENSES							
TID #3 DISTRICT	20,347.82	0.00	100.0		244,174.00	35,431.75	85.4
TOTAL EXPENSES	20,347.82	0.00	100.0		244,174.00	35,431.75	85.4
TOTAL FUND REVENUES	21,609.76	71.08	(99.6)		259,317.00	48,102.26	(81.4)
TOTAL FUND EXPENSES	20,347.82	0.00	100.0		244,174.00	35,431.75	85.4
SURPLUS (DEFICIT)	1,261.94	71.08	(94.3)		15,143.00	12,670.51	(16.3)

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #4 DISTRICT
 FOR 6 PERIODS ENDING JUNE 30, 2015

DEPARTMENT DESCRIPTION	JUNE BUDGET	JUNE ACTUAL	% VARI-ANCE	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI-ANCE
REVENUES						
--- UNDEFINED CODE ---	0.00	0.00	0.0	0.00	2.92	100.0
TID #4 DISTRICT	428,612.75	3,058,848.37	613.6	5,143,353.00	3,122,148.37	(39.2)
TOTAL REVENUES	428,612.75	3,058,848.37	613.6	5,143,353.00	3,122,151.29	(39.2)
EXPENSES						
TID #4 DISTRICT	358,243.66	32,110.81	91.0	4,298,924.00	80,895.27	98.1
TOTAL EXPENSES	358,243.66	32,110.81	91.0	4,298,924.00	80,895.27	98.1
TOTAL FUND REVENUES	428,612.75	3,058,848.37	613.6	5,143,353.00	3,122,151.29	(39.2)
TOTAL FUND EXPENSES	358,243.66	32,110.81	91.0	4,298,924.00	80,895.27	98.1
SURPLUS (DEFICIT)	70,369.09	3,026,737.56	4201.2	844,429.00	3,041,256.02	260.1

CITY OF SURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: REVOLVING LOAN FUND (STATE)
 FOR 6 PERIODS ENDING JUNE 30, 2015

DEPARTMENT DESCRIPTION	JUNE		VARI- ANCE	FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	VARI- ANCE
	BUDGET	ACTUAL				
REVENUES						
REVOLVING LOAN FUND (STATE)	1,079.16	2,562.11	137.4	12,950.00	8,481.44	(34.5)
TOTAL REVENUES	1,079.16	2,562.11	137.4	12,950.00	8,481.44	(34.5)
EXPENSES						
REVOLVING LOAN FUND (STATE)	983.34	0.00	100.0	11,800.00	162,015.00	(1273.0)
TOTAL EXPENSES	983.34	0.00	100.0	11,800.00	162,015.00	(1273.0)
TOTAL FUND REVENUES	1,079.16	2,562.11	137.4	12,950.00	8,481.44	(34.5)
TOTAL FUND EXPENSES	983.34	0.00	100.0	11,800.00	162,015.00	(1273.0)
SURPLUS (DEFICIT)	95.82	2,562.11	2573.8	1,150.00	(153,533.56)	(3450.7)

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: SOLID WASTE ENTERPRISE
 FOR 6 PERIODS ENDING JUNE 30, 2015

DEPARTMENT DESCRIPTION	JUNE		FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	VARI-ANCE
	BUDGET	ACTUAL			
REVENUES					
SOLID WASTE ENTERPRISE FUND	41,200.83	40,547.88	494,410.00	272,859.73	(44.8)
TOTAL REVENUES	41,200.83	40,547.88	494,410.00	272,859.73	(44.8)
EXPENSES					
SOLID WASTE ENTERPRISE FUND	42,772.50	40,929.94	513,270.00	196,359.71	61.7
TOTAL EXPENSES	42,772.50	40,929.94	513,270.00	196,359.71	61.7
TOTAL FUND REVENUES	41,200.83	40,547.88	494,410.00	272,859.73	(44.8)
TOTAL FUND EXPENSES	42,772.50	40,929.94	513,270.00	196,359.71	61.7
SURPLUS (DEFICIT)	(1,571.67)	(382.06)	(18,860.00)	76,500.02	(505.6)

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

DEPARTMENT DESCRIPTION	MUNICIPAL REPORT TOTALS				FISCAL YEAR BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI-ANCE
	FOR 6 PERIODS ENDING JUNE	ACTUAL	2015	%			
TOTAL MUNICIPAL REVENUES	1,829,251.78	3,306,686.14	80.7	21,951,021.00	10,443,335.52	(52.4)	
TOTAL MUNICIPAL EXPENSES	1,866,535.88	799,161.02	57.1	22,398,432.00	5,177,166.32	76.8	
SURPLUS (DEFICIT)	(37,284.10)	2,507,525.12	(6825.4)	(447,411.00)	5,266,169.20	(1277.0)	

BEVERAGE OPERATOR LICENSES

1. Aznoe, James A.
2. Burr, Shawna A.
3. McCutchen, Crystl J.
4. Shefchik, Jane M.
5. Young, Frederick T.

TEMPORARY CLASS B BEER LICENSE:

Forestville-Maplewood Lions Club
Agent: Chuck Wagner
Door County Fairgrounds – Lions Stand
Sturgeon Bay, WI 54235
July 29, 2015 – August 2, 2015

**CITY OF STURGEON BAY
STREET CLOSURE APPLICATION**

Name of Applicant: Anne Harrington
Name of Event: wedding
Contact Phone Number: (920)265-8268
Date(s) of Event: 6/18/16 Time: 8:00 am - 3:00pm - 4:00pm
Estimated # of Attendees: 100-150
Specific Location: Graham Park entrance & turnaround
Pennsylvania Ave at 1st Ave to Graham Park

- Attach map of requested street closure area including barricade location, tent/booth location, or any street obstruction. This map must be in final form.
- Attach Certificate of Insurance with the City listed as additional insured. Limits as follows: Commercial General Liability - \$1,000,000 each occurrence limit; Fire Damage Limit - \$50,000 any one fire; Medical Expense Limit - \$5,000 any one person; and Workers Compensation - as required by the State of Wisconsin.
- Temporary Beer/Wine license has been applied for, approximately four weeks prior to the event date, by a qualified organization and fee paid. (if applicable.)
- Hold Harmless Agreement has been signed by Officer(s) of Event/Organization.
- Agreement for Reimbursement of Expenses has been signed by Officer(s) of Event/Organization.

What arrangements have been made for cleanup? only chairs will be removed by us after wedding ceremony

Other explanations: Reception is at Center Point Marina. Would like block first thing in morning to prevent parking by ceremony.
Signature of Responsible Party: Anne Harrington

Address: 907 N. 7th Ave
Date Submitted: 6/12/15 Sturgeon Bay, WI 54235

Approval:

Fire Chief	By: <u>[Signature]</u>	Date: <u>6-12-15</u>
Police Chief	By: <u>[Signature]</u>	Date: <u>6-15-15</u>
Comm. Development	By: <u>[Signature]</u>	Date: <u>6-19-15</u>
Streets/Parks	By: <u>[Signature]</u>	Date: <u>6-26-15</u>
City Clerk	By: <u>[Signature]</u>	Date: <u>6/29/15</u>
Finance Director	By: <u>[Signature]</u>	Date: <u>6/18/15</u>
City Engineer	By: <u>[Signature]</u>	Date: <u>[Signature]</u>
City Administrator	By: <u>[Signature]</u>	Date: <u>6/26/15</u>

Common Council: _____ Date of Meeting: _____

**CITY OF STURGEON BAY
STREET CLOSURE APPLICATION**

Name of Applicant: St. Joseph Church

Name of Event: St. Joseph 150th Anniversary/Parish Picnic

Contact Phone Number: 920-743-2062

Date(s) of Event: July 26, 2015 Time: 11:00 AM - 6:00 PM

Estimated # of Attendees: 1000

Specific Location: Louisiana Street from 5th Ave. to 7th Ave.

- Attach map of requested street closure area including barricade location, tent/booth location, or any street obstruction. This map must be in final form.
- Attach Certificate of Insurance with the City listed as additional insured. Limits as follows: Commercial General Liability - \$1,000,000 each occurrence limit; Fire Damage Limit - \$50,000 any one fire; Medical Expense Limit - \$5,000 any one person; and Workers Compensation - as required by the State of Wisconsin.
- Temporary Beer/Wine license has been applied for, approximately four weeks prior to the event date, by a qualified organization and fee paid. (if applicable.)
- Hold Harmless Agreement has been signed by Officer(s) of Event/Organization.
- Agreement for Reimbursement of Expenses has been signed by Officer(s) of Event/Organization.

What arrangements have been made for cleanup? _____
Tom Knab and committee

Other explanations: _____

Picnic Chairman

X Signature of Responsible Party: Pamela Marsh 743-2062

Address: 526 Louisiana Street, Sturgeon Bay

X Date Submitted: _____

Approval:

Fire Chief	By: <u>[Signature]</u>	Date: <u>7/13/15</u>
Police Chief	By: <u>[Signature]</u>	Date: <u>7-13-15</u>
Comm. Development	By: <u>[Signature]</u>	Date: <u>7-15-15</u>
Streets/Parks	By: <u>[Signature]</u>	Date: <u>7-15-15</u>
City Clerk (Deputy)	By: <u>[Signature]</u>	Date: <u>7-16-15</u>
Finance Director	By: <u>[Signature]</u>	Date: <u>7/15/15</u>
City Engineer	By: <u>[Signature]</u>	Date: <u>7/15/15</u>
City Administrator	By: <u>[Signature]</u>	Date: <u>7/15/15</u>

Common Council: Date of Meeting: _____

SIDEWALK CAFÉ PERMIT APPLICATION

Application for sidewalk café permit must include:

1. **Written request.**
2. **Scaled diagram** (scale 1":1') detailing the frontage of the applicants café or restaurant facing the sidewalk area requested for use as a sidewalk café. The plan shall indicate the location of doorways, width of sidewalk (distance from curb to building face), location of trees, tree wells, sidewalk benches, trash receptacles, utilities (including fire hydrants, light fixtures, etc.) newspaper racks, mailboxes, and any other semi-permanent sidewalk obstruction which may affect or be affected by the proposal. The drawing shall delineate the area requested for use as a sidewalk café, and indicate the total square footage of the affected road right of way and exact dimensions of the proposed outdoor area.
3. **Copy of current Certificate of Insurance with City named as additional insured.**
4. **Completed Hold Harmless Certificate.**
5. **Non-refundable application fee in the amount of \$55.00 per location if alcohol is not served.**
Non-refundable application fee in the amount of \$220.00 per location if alcohol is served.

Name of applicant: Paul Salm

Establishment Name: Door County Fire Company

Address: 38 South Third Avenue

Phone/Email: 920 818 0685

- | | |
|--|--|
| <input checked="" type="checkbox"/> Written Request Submitted | <input checked="" type="checkbox"/> Cert of Insurance (additional insured) submitted |
| <input checked="" type="checkbox"/> Scaled Diagram submitted | <input checked="" type="checkbox"/> Hold Harmless Certificate submitted |
| <input checked="" type="checkbox"/> Fee Paid <u>220⁰⁰</u> | |

Date Completed Application Submitted: C150708 #2 7.8.15

Community Development Approval: Martin Okeary 7-14-15

Department of Public Works Approval: Bob Bondi 7-16-15

Date of Common Council Approval: _____

- Copy of Sidewalk Café Policy/Procedures provided to applicant.
- Copy of Sidewalk Café Ordinance provided to applicant.

*See back for "Alcohol Being Served Application Submission Information."

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to adopt the revised City of Sturgeon Bay Debt Section of the Fiscal Management Policy as attached, changing the City imposed tax supported general obligation 50% debt limit to that as established by the State of Wisconsin.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Stewart Fett, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: June 30, 2015

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2015.

DEBT POLICY

1. General Debt Policy Guidelines.

- a. The issuance of debt shall be reviewed in conjunction with the Capital Improvements budget and operating budget in accordance with annual appropriations.
- b. The City shall assess the fiscal impact of the debt prior to issuance.
- c. Tax supported general obligation debt of the City will not exceed 50 percent of the statutory debt limit of the equalized assessed valuation of the taxable property of the City. ~~Total general obligation debt for the City shall not exceed 75 percent of the statutory debt limit of the equalized assessed valuation of the taxable property in the City.~~
- d. ~~Total debt service on tax-supported debt, excluding tax increment finance debt, of the City will not exceed 15 percent of total general government operating revenue.~~
- e. The City's debt policy will be comprehensive and the City will not knowingly enter into any contracts creating significant unfunded liabilities.
- f. The City shall monitor its debt portfolio periodically for refunding opportunities and only consider refunding outstanding debt when legally permissible and financially advantageous. The Treasurer shall determine the cost effectiveness of refunding/refinancing based upon a comparison of interest savings versus cost associated with refunding/refinancing.

EXECUTIVE SUMMARY

TITLE: Revision to the Debt Section of the City of Sturgeon Bay Fiscal Management Policy.

BACKGROUND: The issuance of debt is one of the few tools the State of Wisconsin has given municipalities to aid in complying with levy limits. Currently, a municipality is allowed to increase its levy by its growth in net new construction. The City of Sturgeon Bay's net new construction was .879% last year, meaning when preparing the 2015 budget, the City was allowed to increase its levy by \$51,875 (Total 2015 General Fund, Debt and Capital budgets equal \$13,774,854). As you may recall, the City actually increased its levy by \$176,849 using state approved debt service levy limit exemptions.

The State of Wisconsin allows municipalities to incur general obligation debt in an amount of up to 5% of the City's equalized value. The City's current policy is to limit debt to 50% of the state allowable amount. The City is approaching the 2.5% self-imposed debt limit. The current percentage is roughly 2.15% but will creep up with the planned borrowing for Egg Harbor Road and the TID #2 debt restructuring that will occur during the 3rd quarter of this year. When considering the potential issuance of debt for capital projects, and TID projects and debt restructuring in the upcoming years, the City will likely exceed its self-imposed debt limitations; however, considering the information known today, the City will not exceed the state debt limits. It is anticipated that during 2016 and 2017 the City will see debt percentages hovering at just under 3%. It is also anticipated that the percentage will creep back down to 2.5% or less during certain times of year during the 2017 through 2020 years, and then less thereafter. This could change depending on whether or not the Council approves taking on more projects than what are listed in the current five year plan.

FISCAL IMPACT: None.

OPTIONS: Approve, or disapprove, the proposed revision to the City of Sturgeon Bay Debt Section of the Fiscal Management Policy.

RECOMMENDATIONS: Recommend to the Common Council to adopt the revised City of Sturgeon Bay Debt Section of the Fiscal Management Policy, changing the City imposed tax supported general obligation 50% debt limit to that as established by the State of Wisconsin.

PREPARED BY: Valerie J. Clarizio 6/24/15
Valerie J. Clarizio Date
Finance Director/City Treasurer

APPROVED BY: Stephen McNeil 6/24/15
Stephen McNeil Date
City Administrator

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend that the City continue to work with Foth for the engineering on Bradley Lake in the amount \$ 78,900.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Stewart Fett, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: June 30, 2015

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2015.

Executive Summary

Title: Bradley Lake Engineering

Background: The City of Sturgeon Bay has been working on a Bradley Lake remediation project since 2008. With grants, donations, city tax dollars and the help from the Sturgeon Bay Noon Rotary Club, phase one (construction of the Engineered Wetland) will begin July of this year. Along with this construction we would like to begin the engineering portion of the lake itself. This project will consist of public meetings, work plan development, sediment characterization, permitting, final dredge/disposal design, plans/specifications, and bidding/contract award. (See attached proposal for specific details)

The city would like to continue to move forward on the Little Lake remediation project but cannot until the engineering on the lake itself is completed. The plan is to begin engineering in conjunction with the building of the wetland and engineering to be completed by the end of 2015. Seeking funds to continue this remediation project would begin as soon as the engineering is completed with a project start date as soon as funds are raised.

Fiscal Impacts: \$78,900.00

Options:

Recommendation: Staff recommends continuing working with Foth for the engineering on Bradley Lake at a cost of \$78,900.00

Prepared By:



Bob Bordeau
Municipal Services Director

Date:

6/10/15

Reviewed By:

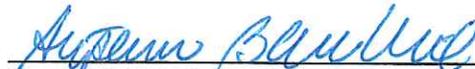


Valerie Clarizio
Finance Director/City Treasurer

Date:

6/10/15

Reviewed By:



Steven McNeil
City Administrator

Date:

6/10/15



Green Bay Location

2121 Innovation Court, Suite 300
P.O. Box 5126 • De Pere, WI 54115-5126
(920) 497-2500 • Fax: (920) 497-8516
www.foth.com

May 12, 2015

Bob Bordeau
City of Sturgeon Bay
835 N. 14th Street
Sturgeon Bay, WI 54235

Dear Mr. Bordeau:

RE: Sediment Characterization and Dredge Design
Bradley Lake: Sturgeon Bay, Wisconsin

Thank you for the opportunity to provide this proposed scope of work and budget to develop engineering design and specifications for Bradley (Little) Lake in Sturgeon Bay, Wisconsin. The City is pursuing funding to restore Little Lake, and to incorporate Little Lake into a more aesthetic park.

Based on our discussions and past experience, we feel we have a good understanding of your needs in this area, and we are confident in our ability to provide the services you desire. Our project objectives and approach, along with the specific tasks that will be addressed, are described in the attached document. We trust our proposed scope of work, budget, and schedule meet your needs.

We look forward to working with the City of Sturgeon Bay with the execution of this project. If you have questions regarding our submittal, please call Brian Hinrichs at (608) 212-7810 or Ken Potrykus at (920) 496-6765.

Sincerely,

Foth Infrastructure & Environment, LLC

A handwritten signature in blue ink that reads "K Potrykus".

Ken Potrykus
Senior Client Manager

A handwritten signature in blue ink that reads "Brian L. Hinrichs".

Brian Hinrichs, P.S.S.
Lead Environmental Scientist

Enclosures

**City of Sturgeon Bay, Door County, Wisconsin
Sediment Characterization and Dredge Design**

Bradley Lake

May 12, 2015

I. Project Approach

Bradley (Little) Lake is a 20-acre lake located on the north end of Sunset Park, one of Sturgeon Bay's most prestigious parks. The lake is a popular spot for bird watching, picture taking, winter activities, fishing, and relaxation. Bradley Lake is eutrophic, with excessive aquatic vegetation in the summer. Shallow water depth, high nutrient loading, low dissolved oxygen and invasive vegetation impair the aquatic ecosystem of the lake. Historical data show that the lake is severely affected by storm water runoff from a high density urban setting.

II. Scope of Work

The Scope of Work to be carried out by Foth on this critical project for the City includes the following tasks.

Task 1 – Client and Wisconsin Department of Natural Resources (WDNR) Meetings

Foth is aware that some initial chemical testing of the in-situ sediments was completed in 2007 and 2008 by Miller Engineering (Miller) under the direction of the City for the purpose of obtaining a Chapter 30 permit for lake restoration work. This information was documented in a June 2009 report titled *Lake and Storm Water Management Plan for Bradley (Little) Lake*. As part of this task, Foth will review and discuss the existing laboratory data with the Wisconsin Department of Natural Resources (WDNR) and determine if further characterization sampling is necessary in accordance with guidelines set forth in Wisconsin Administrative Code (WAC) NR 347 (NR 347).

Task 2 – Work Plan Development

During the WDNR meeting identified in Task 1, the project goals and requirements will have been established. Foth will develop a final work plan to obtain the necessary field data, which likely includes collecting additional sediment characterization information. The work plan will include a short sampling and analysis plan. This plan will be submitted to the WDNR for approval prior to plan implementation of the plan. This plan will also include a project schedule through completion.

If WDNR determines the data associated with the Miller work suffices data necessity, then this task would be eliminated from the scope of work.



Task 3 – Sediment Characterization and Dredging/Dewatering/Disposal Evaluations

Sediment Characterization

One of the initial steps in any dredging project is to properly characterize the sediment for both chemical parameters and geotechnical characteristics. Sediment removal through dredging, dewatering and ultimate disposal (or beneficial reuse) will be evaluated following the characterization work. It is assumed a maximum of five sediment cores will be completed to collect sediment for further analysis. The sediment cores will be completed with a vibrocore sampling device, mounted upon a sampling vessel (pontoon boat).

Horizontal coordinates will be collected at each sampling location using differential global positioning system (DGPS) tied to Wisconsin State Plane Central (NAD 83) horizontal datum. It is assumed that vertical reference control will be available in the immediate area and will be used as the basis for all vertical measurements.

At each of the five sample locations, the core will be composited into one representative sediment sample. The composite sediment samples will be analyzed by a WDNR certified laboratory for the previously agreed upon chemical and geotechnical parameters. It is assumed that each of the five core samples will need to be analyzed for a subset of the parameters listed in NR347: grain size, percent solids, total organic carbon (toc), polychlorinated biphenyls (PCB), volatile organic compounds (VOC), semi-volatile organic compounds (SVOC), herbicides, pesticides, and Resource Conservation and Recovery Act (RCRA) metals.

If WDNR determines the data associated with the Miller work suffices necessity, then the sediment characterization work would be removed from the scope of work.

Dredging/Dewatering/Disposal Evaluation

Foth will review the new and existing data and begin the evaluation to identify a cost-effective and implementable dredging, dewatering and disposal alternative. Sediment characteristics play an intricate part in selecting the removal and dewatering methods. Geotechnical data is used to calculate production rates, the need for booster pumps, drying times, other dewatering considerations, transport options and ultimate disposal options.

Concurrently, with the dredging evaluation, the dewatering and disposal evaluation will also be completed. It is assumed the dredged material will be disposed at a local licensed facility. Therefore, no further evaluation of a potential disposal location is necessary.

Four key considerations in the selection of the dewatering methodology will be proper link to dredging technologies, site suitability for long-term dredge spoils containment, cost associated with implementation, and permitting.



Task 4 – Permitting

Foth has the knowledge and experience to complete the required permit applications for this project. In order to complete this dredging project, permits through the WDNR, the United States Army Corps of Engineers (USACE) and Door County will need to be obtained prior to construction. Permits likely to be required for this project include the following:

- ◆ WDNR Chapter 30/USACE 404;
- ◆ Grant of exemption from the WAC NR 500 Solid Waste Rules (for disposal of over 3,000 cubic yards of dredge material);
- ◆ Notice of Intent (NOI) for stormwater control at construction sites greater than one acre;
- ◆ USACE 401 Water Quality Certification;
- ◆ Wisconsin Pollution Discharge Elimination System (WPDES) WAC Chapter NR 347; and
- ◆ And Door County requirements.

For purposes of this project, we have assumed that all of the above listed permits will be required. It is assumed that one public meeting will be required for the permitting process.

Task 5 – Final Dredge and Dewatering/Disposal Design

Once the dredge and dewatering/disposal methods have been identified, the final design will be prepared. Plan view and cross-sections will be developed that identifies dredge-cut prisms, equipment access points, dewater design, and a haul route from the project site to the disposal facility.

A design for the dewatering work will also be developed, if necessary. Geotechnical information collected prior will be used to properly design a dewatering site that is large enough to contain the dredged sediment and to design soil berms for containment as necessary.

As part of this task, a hydrographic survey using RTK-GPS and a single beam echo sounder to collect top of sediment elevations will be completed. The data collected during the hydrographic survey, will be used to create an existing conditions lake bed contour map. Using this existing conditions survey, the engineer will develop dredge cuts (prisms) to calculate the volume of sediment that could be removed during the dredging project. The dredge prisms will be incorporated into plan sheets to depict where the sediments to be removed are located within the lake. Additionally, typical cross sections of dredge prisms will be developed to show the profile view of various dredge cuts.

Finally under this task, the engineer will develop an engineer's cost estimate based upon the final design. This cost estimate will be developed to provide the City with a basis



upon which to gauge bids received, but will also be used before that to determine budget suitability within the framework of potential additional grant awards.

Task 6 – Plans and Specifications

Plans and specifications for the project will be developed that will allow for competitive bidding of the dredging project. The plans and specifications will be descriptive in certain areas, as an example around measurement and payment, but will allow the contractor flexibility in means and methods allowing for creative, cost-effective solutions to be considered. Preparation of plans and specifications will include the following:

- ◆ Contract documents including bidding documents and technical specifications;
- ◆ Site plans including dredge cuts, access points, haul route, and dewatering/disposal area location(s);
- ◆ Dredging typical cross-sections; and
- ◆ Project detail sheets related to the work to be performed.

To aid in presenting the project vision, a rendering drawing of a restored Bradley Lake of adequate detail will be provided as part of this task. The rendered drawing shall be in color and include a plan view and typical cross section. This deliverable will be a resource for public meetings.

Task 7 – Bidding and Contract Award

Foth will assist the City requesting contractors bid for the project. This task includes:

- ◆ Advertising bids;
- ◆ Print and distribute bid documents;
- ◆ Answer questions, provide clarifications, and issue bid addenda as needed;
- ◆ Prepare for and attend the Pre-Bid Conference;
- ◆ Attend bid opening;
- ◆ Tabulate bids received, evaluate, and provide recommendations;
- ◆ Prepare construction contract documents; and
- ◆ Obtain City and Contractor signatures.



III. Cost and Schedule

Foth understands the City wishes to complete this scope of work to allow for lake restoration activities in 2016. Bidding projects in 2015 will allow the greatest potential to secure highly qualified dredging contractors.

Foth proposes to complete the work described in this proposal on a time and material basis, including labor, equipment, expenses and permit fees for the following estimated costs.

	Task	Cost
1	Client and WDNR Meetings	\$2,200
2	Work Plan Development	\$2,200
3	Sediment Characterization and Dredging/Dewatering/Disposal Evaluations	\$7,500
4	Permitting	\$13,500
5	Final Dredge and Dewatering/Disposal Design	\$21,300
6	Plans and Specifications	\$19,800
7	Bidding and Contract Award	\$12,400
	Total	\$78,900

Key Assumptions:

1. Deployment of the pontoon sampling and surveying vessels will be accomplished by backing trailers directly into the lake. No crane required.
2. Water depth is adequate to float the pontoon sampling and surveying vessels.
3. A maximum of five sediment samples will be analyzed, as agreed upon with WDNR.
4. A tide gauge, referenced to a known vertical elevation, is available in the immediate project area.
5. Water surface elevation will be used to determine vertical elevation during sampling.
6. Permit fees do not exceed \$1,000.
7. Maximum total footage of core collection is 50 feet.
8. Foth will contact digger's hotline for utility clearance.
9. Threatened or endangered species are not present in the dredge, dewatering or disposal sites.
10. An Environmental Assessment is not necessary.



IV. Agreement to Proceed

Professional services will be provided subject to terms and conditions of our existing agreement for professional services dated April 16, 2001. Should you accept this proposal, authorize by signing the attached Addendum dated May 14, 2015. Should you desire to authorize our services through the use of a Purchase Order, the previously referenced Terms shall govern and replace those on the Purchase Order. Should we start services upon a verbal authorization, it is with the understanding they are provided in accordance with the above referenced Terms. Should you have any questions regarding these terms and conditions, or any other matter, please contact us. If the above Terms are not acceptable, please notify us in writing before we begin providing services.



**STANDARD FORM OF ADDENDUM
(Agreement for Professional Services)**

This Agreement shall be an addition to, and subject to the conditions contained in that Agreement for Services dated April 16, 2001, between Foth Infrastructure & Environment, LLC (ENGINEER), and City of Sturgeon Bay (OWNER).

WHEREAS the OWNER wishes to engage the ENGINEER to provide various services as described below, in accordance with ENGINEER procedures, standards, and normal billing practices, and

WHEREAS the project to which such services apply is referred to as the PROJECT and described generally as follows: Perform miscellaneous engineering and consulting services, and WHEREAS the ENGINEER has agreed to perform such work.

NOW, THEREFORE, and in consideration of the above, the ENGINEER and the OWNER do hereby agree and covenant as follows:

SECTION I - SERVICES

ENGINEER proposes to assist OWNER with the following tasks, as outlined in the attached proposal dated May 12, 2015:

- ◆ Client and Wisconsin Department of Natural Resources (WDNR) Meetings
- ◆ Work Plan Development
- ◆ Sediment Characterization and Dredging/Dewatering/Disposal Evaluations
- ◆ Permitting
- ◆ Final Dredge and Dewatering/Disposal Design
- ◆ Engineered Plans for Sediment Removal
- ◆ Grant Management Support
- ◆ Bidding and Contract Award

SECTION II - COMPENSATION

The services described in Section I above will be provided on a time and materials basis for an estimate of \$78,900 (refer to the attached proposal, Section III - Cost and Schedule, dated May 12, 2015).

SECTION III - TIMETABLE

Refer to the attached proposal, Section III - Cost and Schedule, dated May 12, 2015.

SECTION IV - SPECIAL CONDITIONS

All other provisions of that Agreement referred to above shall remain in force unless otherwise modified or deleted above.

IN WITNESS WHEREOF the parties hereto set their hands and seals dated as stated above.

FOR ENGINEER:

Foth Infrastructure & Environment, LLC

By: *Ken Potrykus*

Name: Ken Potrykus

Title: Environmental Program Manager

By: *Rena Blumens*

Name: Rena Blumens

Title: EWAT Director

FOR OWNER:

City of Sturgeon Bay

By: _____

Name (Please print): _____

Title: _____

By: _____

Name (Please print): _____

Title: _____

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to deny the request from Ken Overland to waive the deferred sewer and water special assessments in the amount of \$123,622.09 on the following South Columbia Avenue parcels:

<u>Parcel #</u>	<u>Special Assessment</u>
281-66-1200-1401	\$11,908.74
281-66-1200-1402	\$10,135.10
281-66-1200-1403	\$10,135.10
281-66-1200-1404	\$10,135.10
281-66-1200-1405	\$10,135.10
281-66-1200-1406	\$12,355.70
281-66-1200-1501	\$10,557.73
281-66-1200-1502	\$10,476.65
281-66-1200-1504	\$13,653.11
281-66-1200-1505	<u>\$13,653.11</u>
Total	\$123,622.09

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Stewart Fett, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: June 30, 2015

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2015.

EXECUTIVE SUMMARY

TITLE: Request from Ken Overland to waive deferred special assessments for parcels on S Columbia Avenue.

BACKGROUND: In 1990 and 2000, special assessments for sewer and water installation were levied against parcels located on S. Columbia Avenue. Additionally, those assessments were deferred as per the attached agreements, and recommendation of the Common Council.

The assessments were deferred on the basis that the vacant parcels were not capable of being developed and they were classified as wetlands. For parcels 281-66-1200-1504 & 1505, change of title/ownership or change of use of the property triggers the assessment to become due. As for the other nine parcels listed on the attached spreadsheet and deferment agreement, change of use of the property will trigger the assessment to become due. Additionally, change of ownership to a certain extent triggers the assessment levied against these parcel to become due. The City, as per the deferment agreement, consents to the transfer of ownership of any of these nine parcels on which the deferment has been made, by Overland Trust to beneficiaries of the Trust or successor Trusts and by Overland Bolling to successors or assigns of the company.

FISCAL IMPACT: \$123,622.09

OPTIONS: Approve, or disapprove, the request from Ken Overland to waive the deferred special assessments as detailed on the attached spreadsheet.

RECOMMENDATION: Deny the request from Ken Overland to waive the deferred sewer and water special assessments on the S Columbia parcels listed on the attached spreadsheet.

PREPARED BY: Valerie J. Clarizio 6/24/15
Valerie J. Clarizio Date
Finance Director/City Treasurer

APPROVED BY: Stephen McNeil 6/24/2015
Stephen McNeil Date
City Administrator

To the Sturgeon Bay City Council/Finance Committee

I would like the finance committee to consider relieving the special assessment obligations on the following pieces of property located on S Columbia Ave.

Parcel numbers

2816612001505R

2816612001504R

2816612001503R

2816612001502R

2816612001501R

28166120011406R

2816612001405R

2816612001404R

2816612001403R

2816612001402R

2816612001401R

The special assessment far exceeds the value on most of these parcels. In order to move forward with any form of development the prices on these properties must reflect the true value.

Thank you for your consideration on this matter.

Respectfully submitted

A handwritten signature in black ink that reads "Ken Overland". The signature is written in a cursive style with a large, looped "K" and "O".

6/24/2015

PARCEL #	Special Assessment
281-66-1200-1401	11,908.74
281-66-1200-1402	10,135.10
281-66-1200-1403	10,135.10
281-66-1200-1404	10,135.10
281-66-1200-1405	10,135.10
281-66-1200-1406	12,355.70
281-66-1200-1501	10,557.73
281-66-1200-1502	10,476.65
281-66-1200-1503	10,476.65
281-66-1200-1504	13,653.11
281-66-1200-1505	13,653.11
Total	123,622.09

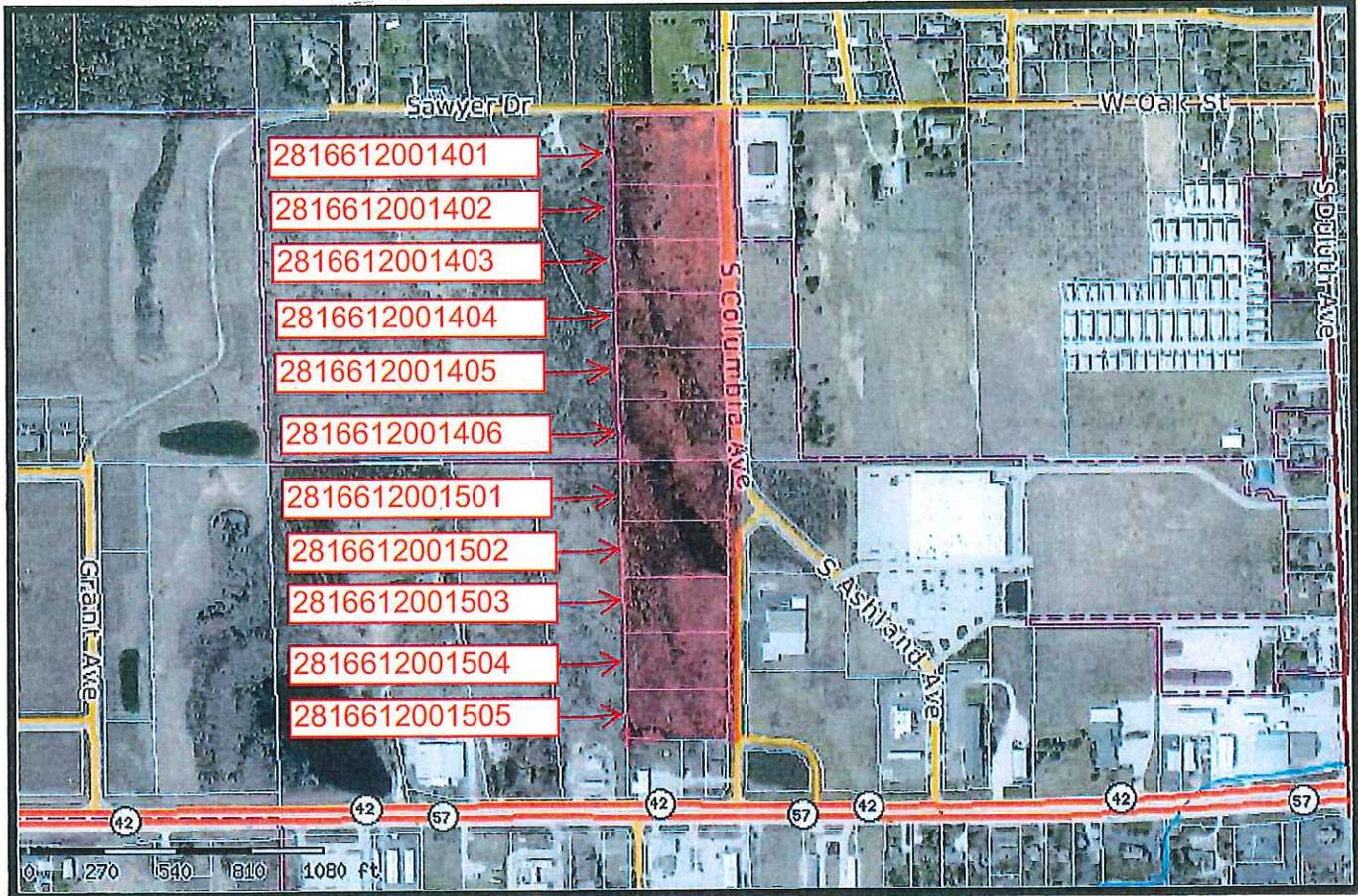
Map

Printed 05/29/2015 courtesy of Door County Land Information Office

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



Door County, Wisconsin
... for all seasons!



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

CC 11/6/90

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance Committee, hereby recommend to grant the request of Karl Overland for deferment of special assessments on parcel Nos. 281-66-12001505 and 281-66-12001504 in the amount of \$27,306.22 on the basis that it is vacant land that is not presently capable of being developed and is classified as wetland. Also that the property owners be required to sign a Special Assessment Deferment Agreement.

Respectfully submitted,
FINANCE COMMITTEE
BY: /s/Raymond Kaminski, Chmn.

RESOLVED, that the foregoing recommendation be adopted.

Introduced by Kaminski. Kaminski/Hauser that said recommendation be adopted Carried .

CITY of STURGEON BAY

Paul C. Bellin
City Clerk-Treasurer



Certified Municipal Clerk



Member Municipal Treasurer's Association

Phone 414-746-2900
30 So. 3rd Ave.
Sturgeon Bay, WI 54235

November 8, 1990

Mr. Karl Overland
4073 Elms Road
Sturgeon Bay WI 54235

Dear Mr. Overland:

This is your official notice that the Common Council granted your requests for deferment of sewer & water special assessments at the November 6, 1990 meeting.

Please sign and date the enclosed Special Assessment Agreements and return them to my office no later than Friday, November 16, 1990.

It is imperative that the agreements be returned to me not later than Friday, November 16, 1990 in order for this office to process the deferment or we will be forced to place the assessments on the 1990 tax roll.

Your prompt attention to this matter is greatly appreciated.

If you have any questions, please feel free to contact me.

Very truly yours,

A handwritten signature in cursive script that reads "Paul C. Bellin".

Paul C. Bellin
City Clerk-Treasurer

PCB:pj

DONALD C. WIGGINS

Professional Engineer

26 East Oak Street
Sturgeon Bay, Wisconsin 54235
Telephone 414/743-4422

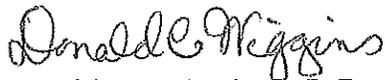
November 15, 1990

Paul C. Bellin, Clerk-Treasurer
City of Sturgeon Bay
30 S. 3rd Avenue
Sturgeon Bay, WI 54235

RE: Karl Overland

Enclosed to you is transmittal of signed special assessments
deferment forms for parcel #281-66-12001504 and parcel #281-66-
12001505, which were to be in no later than Friday, November
16, 1990.

Very truly yours,



Donald C. Wiggins, P.E.

DCW:sh

c.c. Karl Overland

SPECIAL ASSESSMENT DEFERMENT

As consideration to the City of Sturgeon Bay for deferring special assessments on property identified as parcel No. 281-66-12001504, the undersigned hereby represents and agrees as follows:

1. The undersigned understands that the duration of the special assessment deferment is effective only as long as the property remains titled in the name of at least one of the owners of record at the time of the granting of the deferment and the existing use of the property continues as is; in the event that the title to the property should change hands for any reason, including a probate proceeding, the assessment will become immediately due and payable in full with interest at 12% per annum commencing at the date of the title change.

2. In the event that the existing use of the property should change, or if vacant land that is presently not capable of being developed should become capable of being developed, the deferred special assessment would be immediately due and payable with interest at 12% per annum from the date of the change of use.

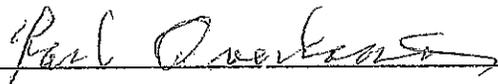
* 3. The undersigned agrees that if their economic situation should improve substantially or if they should acquire money from any source sufficient to pay off the deferred assessment, they will notify the City Clerk-Treasurer and make arrangements for immediate payment of the deferred special assessment.

* 4. If requested, the undersigned agrees to make available to the City Clerk-Treasurer copies of all bank statements, financial records, and income tax records so that the City may verify the economic position of the undersigned at any time during the deferment period of the special assessment that is the subject of this deferment. The undersigned understands that in the event they refuses to cooperate with such a request, the City of Sturgeon Bay may revoke the deferment and impose the special assessment as being due and payable.

Dated this 15th day of November, 1990.

FOR ITEMS NO. 1 & 2.

KARL OVERLAND



* Applies only to deferments granted for reasons of indigency.

SPECIAL ASSESSMENT DEFERMENT

As consideration to the City of Sturgeon Bay for deferring special assessments on property identified as parcel No. 281-66-12001505, the undersigned hereby represents and agrees as follows:

1. The undersigned understands that the duration of the special assessment deferment is effective only as long as the property remains titled in the name of at least one of the owners of record at the time of the granting of the deferment and the existing use of the property continues as is; in the event that the title to the property should change hands for any reason, including a probate proceeding, the assessment will become immediately due and payable in full with interest at 12% per annum commencing at the date of the title change.

2. In the event that the existing use of the property should change, or if vacant land that is presently not capable of being developed should become capable of being developed, the deferred special assessment would be immediately due and payable with interest at 12% per annum from the date of the change of use.

* 3. The undersigned agrees that if their economic situation should improve substantially or if they should acquire money from any source sufficient to pay off the deferred assessment, they will notify the City Clerk-Treasurer and make arrangements for immediate payment of the deferred special assessment.

* 4. If requested, the undersigned agrees to make available to the City Clerk-Treasurer copies of all bank statements, financial records, and income tax records so that the City may verify the economic position of the undersigned at any time during the deferment period of the special assessment that is the subject of this deferment. The undersigned understands that in the event they refuses to cooperate with such a request, the City of Sturgeon Bay may revoke the deferment and impose the special assessment as being due and payable.

Dated this 15th day of November, 1990.

For ITEMS NO. 1 & 2.

KARL OVERLAND



* Applies only to deferments granted for reasons of indigency.

574362

Document Number

DEFERMENT AGREEMENT

VOL 649 PAGE 683
Re-recorded
RECEIVED FOR RECORD
REGISTER OF DEEDS
DOOR COUNTY

'98 APR 15 PM 3 27

Marilyn Gadin

Tract Indexed

*2200
Pl*

This AGREEMENT is being re-recorded to include Exhibit "A" which was inadvertently omitted originally.

Return to:
Pinkert, Smith, Weir, Jinkins,
Nesbitt, Hauser & Weber
454 Kentucky Street, PO Box 89
Sturgeon Bay, WI 54235-0089

(See Exhibit "A")

Parcel Identification Number (PIN)

**AGREEMENT
FOR DEFERMENT OF
SPECIAL ASSESSMENTS**

AGREEMENT made by and between the City of Sturgeon Bay, a Wisconsin Municipal Corporation, c/o Kathryn I. Schultz, City Clerk-Treasurer, 36 S. Third Avenue, PO Box 47, Sturgeon Bay, Wisconsin, 54235, hereinafter referred to as "City" and Karl Overland, as Trustee of the Karl Overland Trust dated January 22, 1979, 4072 Elms Road, Sturgeon Bay, Wisconsin, 54235, hereinafter referred to as "Overland Trust" and Overland Bolling Company, a Delaware Corporation doing business in the State of Wisconsin, 512 S. Columbia Avenue, Sturgeon Bay, Wisconsin, 54235, hereinafter referred to as "Overland Bolling."

RECITALS

A. WHEREAS, the City wishes to install sewer and water mains along South Columbia Avenue in the City from the existing sewer and water terminus north of State Highway 42-57, north to Maple Street and then east on Maple Street to Ashland Avenue, and will be levying special assessments on lands located along the east and west sides of South Columbia Avenue for such sewer and water extensions;

B. AND WHEREAS, Overland Trust owns nine lots on the west side of South Columbia Avenue, which are all vacant tracts of land, and Overland Bolling owns three tracts of land on the east side of said South Columbia Avenue, which are unimproved or located in wetlands, and because the lands of said Overland Trust and Overland Bolling are not improved they wish to have the special assessments levied on such properties deferred.

C. AND WHEREAS, the City finds that such sewer and water extension will enable the City to "loop" a system and that such deferments are in the best interest of the City in providing for the health, safety and welfare of its residents, and has waived its normal requirements for such deferments.

RECEIVED FOR RECORD
REGISTER OF DEEDS
DOOR COUNTY

'98 MAR 18 PM 1 51

Marilyn Jedin

Tract Indexed

18⁰⁰
Pd

PSWG 774 & W

Register of Deeds Recording area

Name and Return Address:

Pinkert, Smith, Weir, Jinkins, Nesbitt,

Hauser & Weber

454 Kentucky Street, PO Box 89

Sturgeon Bay, WI 54235-0089

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 each of the parties hereto, the parties agree as follows:

1. Tracts on Which Special Assessments are Deferred. Special assessment will be levied on the tracts of land described in Exhibit "A" attached hereto and made a part hereof in the amounts shown owned by Overland Trust and Overland Bolling, but said special assessments will be deferred upon the terms and conditions hereinafter set forth:

2. Change of Use of Property. The aforesaid deferment of special assessments on the above described parcels shall continue as long as the existing use of the parcels continues. If the existing use changes for any reason, then the deferment ceases as of the date of change of use, and the deferred special assessments will be immediately due and payable together with interest at the rate of 12% per annum from date of change of use. No interest shall be charged from date of levy of the special assessments to the date of change of use.

If there should be a change of use of only some of the parcels, or any one parcel, then the deferment shall cease and the special assessments be due and payable only as to the parcel or parcels having the change of use and the deferment shall continue as to the parcels on which the use has not changed.

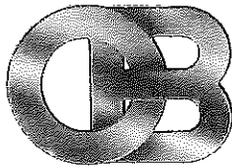
3. Transfer of Title. The City consents to the transfer of ownership of any of the parcels on which the deferment has been made by Overland Trust to beneficiaries of the Trust or successor Trusts and by Overland Bolling to successors or assigns of the company; however, any change of use, regardless of ownership shall be governed by ¶2. above.

4. Voluntary Payment of Special Assessments. The foregoing special assessments that have been deferred may be voluntarily paid at any time in full or in part during the existence of this deferment.

5. Recording. This Agreement shall be recorded in the office of the Register of Deeds for Door County, Wisconsin, and tracted indexed against the above referenced tracts of land. It shall be construed as a covenant running with the land, binding on the successors, heirs, personal representatives and assigns of Overland Trust and Overland Bolling.

EXHIBIT "A"

Legal	Parcel No.	Assessment
Tract A-4 Vol 1 CSM, Page 209 located in SW ¼ SE ¼ 12-27-25	281-66-12001503	\$0.00
Tract B-1 Vol 1 CSM, Page 210	281-66-12001502	\$0.00
Tract B-2 Vol 1 CSM, Page 210	281-66-12001501	\$0.00
Tract B-3 Vol 1 CSM, Page 210	281-66-12001406	\$0.00
Tract B-4 Vol 1 CSM, Page 210 located in SW ¼ SE ¼ & NW ¼ SE ¼ 12-27-25	281-66-12001405	\$3,000.00
Tract C-1 Vol 1 CSM, Page 211	281-66-12001404	\$3,000.00
Tract C-2 Vol 1 CSM, Page 211	281-66-12001403	\$6,000.00
Tract C-3 Vol 1 CSM, Page 211	281-66-12001402	\$6,000.00
Tract C-4 Vol 1 CSM, Page 211 located in NW ¼ SE ¼ 12-27-25	281-66-12001401	\$7,050.00
Tract D-2 Vol 1 CSM, Page 212	281-66-12001408	\$12,000.00
Tract D-3 Vol 1 CSM, Page 212 located in NW ¼ SE ¼ 12-27-25	281-66-12001407	\$13,311.00
Tract E-1 Vol 1 CSM, Page 213	part of 281-66-12001508C	\$0.00
Tract E-2 Vol 1 CSM, Page 213	part of 281-66-12001508C	\$0.00
Tract E-3 Vol 1 CSM, Page 213	part of 281-66-12001508C	\$0.00
Tract E-4 Vol 1 CSM, Page 213 located in SW ¼ SE ¼ 12-27-25	part of 281-66-12001508C	\$0.00



OVERLAND BOLLING

February 16, 1998

RECEIVED
2/19/98

Mayor William O. Wright
The Common Council
Ms. Kathryn I., Schultz, City Clerk Treasurer
30 S. Third Avenue
Sturgeon Bay, WI 54235

RE: Proposed Columbia Avenue and Maple Street Sewer and Water Extension

On February 13, 1997 I forwarded correspondence to your offices objecting to the proposed extension of sanitary sewer and water main on Columbia Avenue to Oak Street. This letter was read into the record at the public hearing for special assessments for this project.

Since that time, I have had an opportunity to further evaluate the proposed project and how it affects the property of Overland Bolling Company or my father. We have approved and executed a deferred special assessment agreement which removes our original objection to this project. I greatly appreciate your understanding of our original position on the proposed sewer and water extension, and reiterate that we no longer object to the proposed utility extensions.

Should you have any questions or need any further information, feel free to contact me.

Sincerely,


Kenneth J. Overland
Chairman of the Board
Power of Attorney for Karl Overland

KJO/pjw

Enclosure

PRECISION METAL STAMPINGS

OVERLAND BOLLING CO. 9200 WEST BELMONT AVENUE FRANKLIN PARK, ILLINOIS 60131-2894
PHONE: (847) 678-7950 FAX: (847) 678-3910 VOICE MAIL: (847) 671-2088

EXECUTIVE SUMMARY

DATE: July 17, 2015

TITLE: Egg Harbor Road Improvements

BACKGROUND: Bids for the Egg Harbor Road improvements including storm sewers, curb and sidewalks were opened at 2:00PM on Thursday July 2, 2015 and reviewed by Steve Parent of Baudhuin Inc. PTS Contractors LLC has submitted the lowest responsible bid of \$1,022,390. The project includes sidewalks on both sides of Egg Harbor Road from 8th Avenue to 14th Avenue and then on the south side of Egg Harbor from 14th to Alabama Street and on the west side of 14th Ave from Egg Harbor south to the end of the existing sidewalk at the Public Works building.

Attached is a spread sheet of the assessable amounts for the proposed assessments.

FISCAL IMPACT: The 2015 Capital Improvement Budget has \$1,022,650 available for this, plus a \$151,500 contribution from Walmart and an estimated special assessment amount of \$161,322.86 for sidewalks and \$55,392.01 for curb and gutter. The total of the available funds, including assessments, amounts to \$1,391,365. The bids for the pond construction and Road work total 1,220,760 and therefore there is \$170,104.87 available for contingencies.

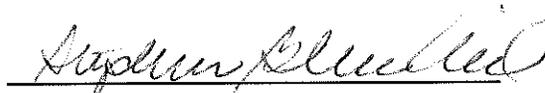
RECOMMENDATION: To enter into a contract with PTS Contractors, LLC for the unit price bid of \$1,022,390 and to begin the process of making the special assessments to the benefiting abutting property owners.

SUBMITTED BY:



Anthony Depies, City Engineer

REVIEWED BY:



Steve McNeil, City Administrator

REVIEWED BY:



Marty Olejniczak, Community Development Director

EGG HARBOR ROAD RECONSTRUCTION

City of Sturgeon Bay

7/2/2015 - Bid Tab - PAGE 1

Item	Description	Quantity	Measure	PTS Contractors Inc.		Peters Concrete Co.		DeGroot, Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Lump sum, mobilization	1	LS	\$11,500.00	\$11,500.00	\$26,000.00	\$26,000.00	\$16,311.50	\$16,311.50
2.	Lump sum, traffic control	1	LS	8,000.00	8,000.00	15,000.00	15,000.00	15,907.50	15,907.50
3.	500 lineal feet, silt fence installation, maintenance	500	LF	4.65	2,325.00	2.00	1,000.00	3.03	1,515.00
4.	10 each, straw bale ditch checks	10	EA	100.00	1,000.00	75.00	750.00	50.60	505.00
5.	6,800 lineal feet, asphalt saw cutting	6,800	LF	0.80	5,440.00	1.30	8,840.00	1.52	10,336.00
6.	7,100 square yards, asphalt removal and disposal	7,100	SY	3.25	23,075.00	3.00	21,300.00	1.67	11,857.00
7.	1,070 lineal feet, concrete curb and gutter removal	1,070	LF	6.20	6,634.00	3.00	3,210.00	3.03	3,242.10
8.	1,220 lineal feet, CMP culvert removal and disposal	1,220	LF	3.80	4,636.00	6.00	7,320.00	2.27	2,769.40
9.	Lump sum, strip and remove topsoil from ditch areas	1	LS	17,000.00	17,000.00	12,500.00	12,500.00	13,803.50	13,803.50
10.	832 lineal feet, 12" HDPE storm sewer	832	LF	36.50	30,368.00	25.55	21,257.60	37.05	30,825.60
11.	1,651 lineal feet, 15" HDPE storm sewer	1,651	LF	38.50	63,563.50	29.10	48,044.10	40.05	66,122.55
12.	2,105 lineal feet, 18" HDPE storm sewer	2,105	LF	43.25	91,041.25	30.90	65,044.50	43.49	91,546.45
13.	221 lineal feet, 24" HDPE storm sewer	221	LF	56.45	12,475.45	42.70	9,436.70	51.03	11,277.63
14.	1 each, 18" storm sewer endwall, including rip rap	1	EA	310.00	310.00	500.00	500.00	327.80	327.80
15.	1 each, 24" storm sewer endwall, including rip rap	1	EA	400.00	400.00	600.00	600.00	365.45	365.45
16.	2 each, concrete catch basin including frame and grate	2	EA	1,700.00	3,400.00	1,500.00	3,000.00	1,868.50	3,737.00
17.	45 each, 24" diameter yard drains, with grates	45	EA	1,470.00	66,150.00	1,465.00	65,925.00	1,584.61	71,307.45
18.	11.24 vertical feet, 48-inch diameter concrete storm	11.24	VF	610.00	6,856.40	543.00	6,103.32	570.82	6,416.02
19.	2 each, remove and relocate existing hydrants	2	EA	1,600.00	3,200.00	2,200.00	4,400.00	2,272.50	4,545.00
20.	1 each, relocate existing meter pole	1	EA	880.00	880.00	2,000.00	2,000.00	4,923.75	4,923.75
21.	34 each, decorative pedestrian light pole and luminaire	34	EA	3,817.00	129,778.00	3,971.00	135,014.00	4,210.81	143,167.54
22.	7,000 lineal feet, pedestrian light pole wiring	7,000	LF	6.80	47,600.00	12.15	85,050.00	12.88	90,160.00
23.	Lump sum, ditch filling, using City supplied material	1	LS	53,530.00	53,530.00	70,600.00	70,600.00	15,150.00	15,150.00
24.	3,000 tons, crushed aggregate base course	3,000	TON	17.60	52,800.00	12.25	36,750.00	12.39	37,170.00
25.	5,770 lineal feet, 30-inch concrete curb and gutter	5,770	LF	11.70	67,509.00	11.30	65,201.00	12.88	74,317.60
26.	28,500 square feet, concrete sidewalk, 5-inches thick	28,500	SF	4.03	114,855.00	3.90	111,150.00	4.86	138,510.00
27.	120 square feet, truncated curb ramp detectors	120	SF	31.00	3,720.00	30.00	3,600.00	8.20	984.00
28.	635 square yards, hot mix asphalt binder course	635	SY	12.77	8,108.95	16.15	10,255.25	16.97	10,775.95
29.	635 square yards, hot mix asphalt surface course	635	SY	7.76	4,927.60	13.10	8,318.50	13.76	8,737.60
30.	5,000 square yards, hot mix asphalt surface course	5,000	SY	16.81	84,050.00	15.65	78,250.00	16.59	82,950.00
31.	Lump sum, topsoil seed and mulch	1	LS	46,000.00	46,000.00	74,000.00	74,000.00	25,755.00	25,755.00
32.	Lump sum, steep slope stone landscaping	1	LS	815.00	815.00	1,700.00	1,700.00	1,515.00	1,515.00
33.	Lump sum, stone landscaping	1	LS	855.00	855.00	2,100.00	2,100.00	1,767.50	1,767.50
34.	4,000 square feet, erosion matting	4,000	SF	0.35	1,400.00	0.75	3,000.00	2.02	8,080.00
35.	270 lineal feet, crosswalk striping	270	LF	1.00	270.00	1.00	270.00	8.48	2,289.60
36.	400 lineal feet, parking stall striping	400	LF	0.75	300.00	0.72	288.00	6.10	2,440.00
37.	5,600 lineal feet, bicycle lane striping	5,600	LF	0.82	4,592.00	0.80	4,480.00	3.23	18,088.00
38.	8,000 square feet, concrete sidewalk, 7-inches thick	8,000	SF	4.60	36,800.00	4.45	35,600.00	5.47	43,760.00
39.	500 square feet, concrete flumes, 4-inches thick	500	SF	12.45	6,225.00	12.00	6,000.00	17.78	8,890.00
Proposal Total - Items 1 - 39									
					\$1,022,390.15		\$1,053,857.97		\$1,082,149.49

\$1,022,390.15

\$1,053,857.97

\$1,082,149.49

EGG HARBOR ROAD RECONSTRUCTION

City of Sturgeon Bay

7/2/2015 - Bid Tab - PAGE 2

Item	Description	Quantity	Unit of Measure	Advance Construction		Dorner Inc.		Jossart Brothers Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Lump sum, mobilization	1	LS	\$22,000.00	\$22,000.00	\$35,000.00	\$35,000.00	\$20,000.00	\$20,000.00
2.	Lump sum, traffic control	1	LS	9,000.00	9,000.00	16,000.00	16,000.00	18,000.00	18,000.00
3.	500 lineal feet, silt fence installation, maintenance	500	LF	4.50	2,250.00	6.00	3,000.00	3.00	1,500.00
4.	10 each, straw bale ditch checks	10	EA	95.00	950.00	300.00	3,000.00	100.00	1,000.00
5.	6,800 lineal feet, asphalt saw cutting	6,800	LF	1.32	8,976.00	1.10	7,480.00	1.25	8,500.00
6.	7,100 square yards, asphalt removal and disposal	7,100	SY	3.15	22,365.00	3.00	21,300.00	2.00	14,200.00
7.	1,070 lineal feet, concrete curb and gutter removal	1,070	LF	6.00	6,420.00	3.50	3,745.00	4.00	4,280.00
8.	1,220 lineal feet, CMP culvert removal and disposal	1,220	LF	5.00	6,100.00	6.00	7,320.00	3.00	3,660.00
9.	Lump sum, strip and remove topsoil from ditch areas	1	LS	16,500.00	16,500.00	50,000.00	50,000.00	20,000.00	20,000.00
10.	832 lineal feet, 12" HDPE storm sewer	832	LF	45.00	37,440.00	26.00	21,632.00	38.00	31,616.00
11.	1,651 lineal feet, 15" HDPE storm sewer	1,651	LF	44.00	72,644.00	29.00	47,879.00	40.00	66,040.00
12.	2,105 lineal feet, 18" HDPE storm sewer	2,105	LF	51.00	107,355.00	33.00	69,465.00	44.00	92,620.00
13.	221 lineal feet, 24" HDPE storm sewer	221	LF	55.00	12,155.00	41.00	9,081.00	52.00	11,492.00
14.	1 each, 18" storm sewer endwall, including rip rap	1	EA	950.00	950.00	250.00	250.00	500.00	500.00
15.	1 each, 24" storm sewer endwall, including rip rap	1	EA	1,050.00	1,050.00	400.00	400.00	600.00	600.00
16.	2 each, concrete catch basin including frame and grate	2	EA	1,650.00	3,300.00	1,600.00	3,200.00	1,525.00	3,050.00
17.	45 each, 24" diameter yard drains, with grates	45	EA	1,188.00	53,460.00	2,000.00	90,000.00	1,600.00	72,000.00
18.	11.24 vertical feet, 48-inch diameter concrete storm	11.24	VF	258.00	2,899.92	525.00	5,901.00	480.00	5,395.20
19.	2 each, remove and relocate existing hydrants	2	EA	3,000.00	6,000.00	1,800.00	3,600.00	1,500.00	3,000.00
20.	1 each, relocate existing meter pole	1	EA	1,000.00	1,000.00	1,500.00	1,500.00	1,500.00	1,500.00
21.	34 each, decorative pedestrian light pole and luminaire	34	EA	3,970.00	134,980.00	4,150.00	141,100.00	4,200.00	142,800.00
22.	7,000 lineal feet, pedestrian light pole wiring	7,000	LF	12.15	85,050.00	12.75	89,250.00	12.75	89,250.00
23.	Lump sum, ditch filling, using City supplied material	1	LS	51,750.00	51,750.00	45,000.00	45,000.00	35,000.00	35,000.00
24.	3,000 tons, crushed aggregate base course	3,000	TON	17.00	51,000.00	13.75	41,250.00	14.00	42,000.00
25.	5,770 lineal feet, 30-inch concrete curb and gutter	5,770	LF	11.30	65,201.00	11.90	68,663.00	11.90	68,663.00
26.	28,500 square feet, concrete sidewalk, 5-inches thick	28,500	SF	4.00	114,000.00	4.10	116,850.00	5.00	142,500.00
27.	120 square feet, truncated curb ramp detectors	120	SF	30.00	3,600.00	31.50	3,780.00	32.00	3,840.00
28.	635 square yards, hot mix asphalt binder course	635	SY	12.35	7,842.25	17.00	10,795.00	19.00	12,065.00
29.	635 square yards, hot mix asphalt surface course	635	SY	7.50	4,762.50	13.75	8,731.25	16.00	10,160.00
30.	5,000 square yards, hot mix asphalt surface course	5,000	SY	16.25	81,250.00	16.50	82,500.00	17.80	89,000.00
31.	Lump sum, topsoil seed and mulch	1	LS	44,500.00	44,500.00	55,000.00	55,000.00	40,000.00	40,000.00
32.	Lump sum, steep slope stone landscaping	1	LS	785.00	785.00	1,725.00	1,725.00	4,000.00	4,000.00
33.	Lump sum, stone landscaping	1	LS	825.00	825.00	2,200.00	2,200.00	2,500.00	2,500.00
34.	4,000 square feet, erosion matting	4,000	SF	0.30	1,200.00	0.50	2,000.00	0.50	2,000.00
35.	270 lineal feet, crosswalk striping	270	LF	0.95	256.50	1.00	270.00	1.00	270.00
36.	400 lineal feet, parking stall striping	400	LF	0.33	132.00	0.75	300.00	0.75	300.00
37.	5,600 lineal feet, bicycle lane striping	5,600	LF	0.35	1,960.00	0.85	4,760.00	0.85	4,760.00
38.	8,000 square feet, concrete sidewalk, 7-inches thick	8,000	SF	4.50	36,000.00	4.70	37,600.00	5.50	44,000.00
39.	500 square feet, concrete flumes, 4-inches thick	500	SF	12.20	6,100.00	12.70	6,350.00	15.00	7,500.00
Proposal Total - Items 1 - 39									
					<u>\$1,084,009.17</u>		<u>\$1,117,857.25</u>		<u>\$1,119,561.20</u>

\$1,084,009.17

\$1,117,857.25

\$1,119,561.20

TEXT	LAST_NAME	FIRST_NAME	SW lot frontage	Estimated Assessment @ \$20.775 per LF	C&G lot frontage	Estimated Assessment at 11.70 per LF	Total Assessment
2814616010101	STURGEON BAY	BUILDING CO	236.00	\$ 4,902.90	0.00	\$ -	\$ 4,902.90
2816210000101	ATKINS	BRUCE A	157.00	\$ 3,261.68	0.00	\$ -	\$ 3,261.68
2816210000102A	CE & CW LP		351.98	\$ 7,312.38	351.98	\$ 4,118.17	\$ 11,430.55
2816210000102B	JIK HOLDINGS LLC		124.25	\$ 2,581.29	124.25	\$ 1,453.73	\$ 4,035.02
2816210000103	BANK MUTUAL		298.30	\$ 6,197.18	298.30	\$ 3,490.11	\$ 9,687.29
2816210000104	XENIA	STURGEON BAY LLC	734.12	\$ 15,251.34	100.00	\$ 1,170.00	\$ 16,421.34
2816210000105	BANK	BAYLAKE	414.80	\$ 8,617.47	414.80	\$ 4,853.16	\$ 13,470.63
2816210000106	SIMON	WYONNE W	105.70	\$ 2,195.92	105.70	\$ 1,236.69	\$ 3,432.61
2816210000107	GEORGENSON	WHALTON D & LINDA M	129.70	\$ 2,694.52	129.70	\$ 1,517.49	\$ 4,212.01
2816210000108	PEIL	KEN	167.80	\$ 3,486.05	167.80	\$ 1,963.26	\$ 5,449.31
2816210000109	GRANDON NEVA AND	WAUSAU TRANSPORTATION	130.70	\$ 2,715.29	130.70	\$ 1,529.19	\$ 4,244.48
2816210000112	CHERRY POINT MALL	ILLC	288.86	\$ 6,001.07	240.00	\$ 2,808.00	\$ 8,809.07
2816210000114	MC DONALD'S	CORPORATION 04810126	221.00	\$ 4,591.28	221.00	\$ 2,585.70	\$ 7,176.98
2816210000115	BANK	ASSOCIATED OF GREEN BAY	175.00	\$ 3,635.63	0.00	\$ -	\$ 3,635.63
2816210000117	WAGENER	NICHOLAS & GRETINA	30.00	\$ 623.25	30.00	\$ 351.00	\$ 974.25
2816210000106	GAUGER	CHESTER	131.30	\$ 2,727.76	0.00	\$ -	\$ 2,727.76
2816211000107	SCHOONOVER	THOMAS	109.90	\$ 2,283.17	0.00	\$ -	\$ 2,283.17
2816211000108	AUTOZONE INC		253.96	\$ 5,276.02	0.00	\$ -	\$ 5,276.02
2816211000117B	STURGEON BAY	DEVELOPMENT GROUP LLC	223.91	\$ 4,651.73	0.00	\$ -	\$ 4,651.73
2816215000104	PETERSON	DONNA K	277.52	\$ 5,765.48	247.52	\$ 2,895.98	\$ 8,661.46
2816215000105	NICHOLAS PROPERTIES	LTC	115.00	\$ 2,389.13	0.00	\$ -	\$ 2,389.13
2816215000106	STURGEON BAY	CITY OF	50.00	\$ 1,038.75	0.00	\$ -	\$ 1,038.75
2816215000111A	PARSONS	WILLIAM C & ELIZABETH C	50.53	\$ 1,049.76	50.53	\$ 591.20	\$ 1,640.96
2816215000120A	BAY RIDGE PLAZA LLC		240.98	\$ 5,006.36	240.98	\$ 2,819.47	\$ 7,825.83
2816215000122A	HUBER	BRADLEY	116.22	\$ 2,414.47	116.22	\$ 1,359.77	\$ 3,774.24
2816216000104A	NAMI DOOR COUNTY INC		168.58	\$ 3,502.25	0.00	\$ -	\$ 3,502.25
2816216000105B	GOLDENEYE LLC		118.00	\$ 2,451.45	0.00	\$ -	\$ 2,451.45
2816216000106	WANFLO 1	PROPERTIES LLC	120.00	\$ 2,493.00	0.00	\$ -	\$ 2,493.00
2816216000107	FROZEN ASSETS INC		219.80	\$ 4,566.35	119.80	\$ 1,401.66	\$ 5,968.01
2816216000108	DE VAULT	KEVIN & CAROL	113.00	\$ 2,347.58	113.00	\$ 1,322.10	\$ 3,669.68
2816216000109	ZEPNICK	JAMES	187.00	\$ 3,884.93	187.00	\$ 2,187.90	\$ 6,072.83
2816216000110	SAMUELSON	RUTH	160.00	\$ 3,324.00	160.00	\$ 1,872.00	\$ 5,196.00
2816216000111A	O'REILLY	AUTOMOTIVE STORES INC	118.00	\$ 2,451.45	118.00	\$ 1,380.60	\$ 3,832.05
2816216000111B	BANK	BAYLAKE	170.72	\$ 3,546.71	170.72	\$ 1,997.42	\$ 5,544.13
2816216000112	LA VINES INC		253.00	\$ 5,256.08	0.00	\$ -	\$ 5,256.08
2816216000114	ESTES	JASON M	150.00	\$ 3,116.25	0.00	\$ -	\$ 3,116.25
2816216000115	R.I.C. 22 LTD	CA. LTD PARTNERSHIP	194.30	\$ 4,036.58	194.30	\$ 2,273.31	\$ 6,309.89
2816216000116	ESPOSITO	ROBERT L & TERESA A	150.00	\$ 3,116.25	0.00	\$ -	\$ 3,116.25
2816216000117	ATKINS	BRUCE	166.80	\$ 3,465.27	166.80	\$ 1,951.56	\$ 5,416.83
2816216000118	SHORE TO SHORE	RENTAL LLC	120.00	\$ 2,493.00	120.00	\$ 1,404.00	\$ 3,897.00
2816216000119	CHICKEN OR THE EGG	LLC	113.26	\$ 2,352.98	113.26	\$ 1,325.14	\$ 3,678.12
2816216000121	KIEHNAU	WAYNE & DIANNE M TRST	30.00	\$ 623.25	30.00	\$ 351.00	\$ 974.25
2817032001602	WAL-MART REAL ESTATE	BUSINESS TRUST	60.00	\$ 1,246.50	0.00	\$ -	\$ 1,246.50
			7746.99	\$ 160,943.72	4462.36	\$ 52,209.61	\$ 213,153.33
			(SW)		(C&G)		

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



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

MEMO

To: Mayor & Common Council
 From: Marty Olejniczak, Community Development Director *MO*
 Date: July 16, 2015
 Subject: Satisfaction of Conditions in Section 8 of Development Agreement for Sawyer Hotel Development LLC

The Common Council and Waterfront Redevelopment Authority entered into a development agreement with Sawyer Hotel Development, LLC for The Hotel Lindgren to be constructed at the West Waterfront site. The development agreement spells requirements for the developer and for the city. Section 8 of the agreement lists several items that the developer must satisfy as a precedent for the city's obligations (TIF assistance, etc). The developer, Robert Papke, needs to satisfy those conditions. Here are the items listed in Section 8 of the agreement:

- A. Project Cost Breakdown. This is to ensure the city that the hotel will be able to reach its intended property value of not less than \$7,734,000. A cost breakdown signed by the builder, architect and developer has been submitted.
- B. Project Schedule. The purpose of the schedule is to show the city when the property value is expected to go onto the tax roll. The earlier the building is completed, the earlier the property value goes on. The schedule provided by the builder shows a start date this summer and completion in 2016. This meets the development agreement. If there are delays in starting the project, however, the entire schedule could be pushed back one year to accommodate a late Spring opening. Per the agreement, the developer needs the project completed by June 15, 2017.
- C. Financing. The developer has to show the project is fully financed. This is needed so the city is satisfied the entire hotel gets built. The developer submitted a funding commitment from Baylake Bank.
- D. State Approved Plans/Final Plans Acceptable to WRA & City. The state issued its building plan approval. The site plan, grading plan, landscaping plan, and building elevations have been previously approved by the pertinent body (plan commission, waterfront design review board, WRA, or Council). The various plans are included in the packet. The Common Council should satisfy itself that the hotel plans are acceptable.
- E. No uncured default. The developer cannot be in default of any of the provisions of the development agreement. To staff's knowledge there are no defaults from the developer.

The development agreement requires Papke to have executed and delivered to the city any documents required by June 15, 2016. If the WRA and Council accept the items described above, he will have complied with that provision.

The Common Council needs to determine if the information supplied by Mr. Papke is satisfactory.

Schedule of Values

Construction Cost Breakdown

Lindgren Hotel

May 6, 2015

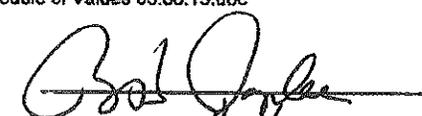
Division	Description	Costs
Division 1	General Conditions	\$322,325
Division 2	Site Work	\$235,949
Division 3	Concrete & Labor	\$660,313
Division 4	Masonry	\$222,200
Division 5	Metals	\$84,400
Division 6	Woods/Plastics & Labor	\$1,690,314
Division 7	Moisture & Thermal Protection	\$561,470
Division 8	Doors, Windows & Glazing	\$419,241
Division 9	Finishes	\$1,162,165
Division 10	Specialties	\$41,400
Division 11	Equipment	FFE
Division 12	Furnishings	FFE
Division 13	Special Construction	\$151,729
Division 14	Conveying Systems	\$260,000
Division 15	Mechanical	\$1,144,950
Division 16	Electrical	\$362,707
Division 17	Owner Supplied Items	-
Division 18	Misc	\$85,000
Division 00	Profit	\$664,574
Total Cost		\$8,048,737

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 DAVE PHILLIPS
 BAYLAND BUILDINGS

6-8-15
 DATE


 HENRY SARGENT
 SARGENT ARCHITECTS, LLC


 6/11/15



217 N. 4th Avenue
Sturgeon Bay, Wisconsin 54235-2405

Tel: (920) 743-5551

June 16, 2015

Robert H. Papke
Sawyer Hotel Development LLC
100 E. Maple St.
Sturgeon Bay, WI 54235

Dear Bob:

Baylake Bank is pleased to provide the construction financing for the Hotel Lindgren, located at 100 E. Maple St., Sturgeon Bay WI. This commitment is subject to our normal terms and conditions as it pertains to construction loans, including flood determinations and environmental reviews.

An unconditional letter will be provided at the time of closing.

Sincerely,

Jeffrey D. Miller
Vice President – Business Banking



DIVISION OF INDUSTRY SERVICES
 2331 SAN LUIS PL STE 150
 GREEN BAY WI 54304
 Contact Through Relay
<http://dsps.wi.gov/programs/industry-services>
www.wisconsin.gov

Scott Walker, Governor
 Dave Ross, Secretary

May 07, 2015

CUST ID No. 270709

ATTN: Buildings & Structures Building Inspector

HENRY M ISAKSEN
 ISAKSEN ARCHITECTS LLC
 119 S MADISON AVE
 STURGEON BAY WI 54235-2711

BUILDING INSPECTION
 CITY OF STURGEON BAY
 W241 S4135 PINE HOLLOW CT
 WAUKESHA WI 53189

(Please forward a copy of this letter to the fire department conducting inspections of this project.)

**CONDITIONAL APPROVAL
 PLAN APPROVAL EXPIRES: 05/07/2017**

Identification Numbers
Transaction ID No. 2518024
Site ID No. 810624
Please refer to both identification numbers, above, in all correspondence with the agency.

SITE:

The Lindgren Hotel
 West Side Waterfront
 City of Sturgeon Bay
 Door County

FOR:

Facility: 748552 THE LINDGREN HOTEL
 WEST SIDE WATERFRONT

Object Type: Building ICC Regulated Object ID No.: 1526474 Code Applies Date: 03/04/15
 Major Occupancy: Residential; Type VA Combustible Protected class of construction; New plan; 75,000 project sq ft;
 Completely Sprinklered; Occupancy: B Business, M Mercantile, R-1 Transient Residential, S-1 Storage Moderate-Hazard; Sprinkler Design: NFPA-13 Sprinkler, NFPA-13R Residential; Allowable area determined by: Separated Use

The submittal described above has been reviewed for conformance with applicable Wisconsin Administrative Codes and Wisconsin Statutes. The submittal has been **CONDITIONALLY APPROVED**. The owner, as defined in chapter 101.01(10), Wisconsin Statutes, is responsible for compliance with all code requirements. Only those object types listed above have been approved; other submittals such as plumbing and those listed below under Also Submit, may also be required.

The following conditions shall be met during construction or installation and prior to occupancy or use:

Key Items

- **IBC 905.3.1** - Provide a Class III standpipe throughout buildings where the floor level of the highest story is 30' above the lowest level of fire department access or where the floor level of the lowest story is more than 30' below the highest level of fire department access.
- **IBC 1611/SPS 362.1611** - Each roof portion shall sustain rain load, ponding instability, and controlled roof drain loads applied. See ch. SPS 382 for requirements to not connect a secondary roof-drain system to a primary roof-drain system, and to discharge a secondary roof-drain system to the ground surface.

Submit – Please submit the following additional components or systems to our agency prior to installation or occupancy of the building. Be aware that additional fees are required if submittals are not timely. Our agency offers a number of worksheets and checklists for the Commercial Building Code at:

http://dsps.wi.gov/Documents/Industry%20Services/Forms/Commercial%20Buildings/Combined%20Worksheets%20Instructions%20_2009%20ICC_.pdf

that may assist you in preparing your submittal. Record approval information for each required submittal below. When ready for building occupancy, provide this information to your municipal building official, along with any required compliance statement, in order to obtain any municipal occupancy permit or license.

- **SPS 361.30(3)** - Submit, prior to installation, four (4) sets of fire sprinkler plans, a completed SBD-118 application form including this transaction number as a previous transaction and appropriate fees to the Industry Services office that reviewed the building plans if reviewed in the Green Bay, Madison or Waukesha offices. If the building plans were reviewed in the Holmen Industry Services office or any of our delegated municipal plan review agents, the designer may choose the Green Bay, Madison or Waukesha offices. A review appointment and simplified application completion may be made in advance by using the online plan review request retrieval feature and the next available appointment feature from our web page at:
<http://165.189.64.111/Default.aspx?Page=fe17ff79-0c6c-42c7-9c1f-0da69cfa7e16>
- **SPS 361.30(3)** - Submit, prior to installation, four (4) sets of fire alarm plans, a completed SB-118 application form including this transaction number as a previous transaction and appropriate fees to the Industry Services office that reviewed the building plans if reviewed in the Green Bay, Madison or Waukesha offices. If the building plans were reviewed in the Holman Industry Service office, or any of our delegated municipal plan review agents, the designer may choose the Green Bay, Madison or Waukesha offices. A review appointment and simplified application completion may be made in advance by using the online plan review request retrieval feature and the next available appointment feature from our web page at:
<http://165.189.64.111/Default.aspx?Page=fe17ff79-0c6c-42c7-9c1f-0da69cfa7e16> Note that per SPS 361.30(4), the submission and approval of fire alarm system plans is not required for a project involving 20 or fewer alarm devices located in an existing fire alarm system.
- **SPS 361.30(3)** - This approval does not include heating, ventilating or air conditioning. The owner should be reminded that HVAC plans, calculations, and appropriate fees are required to be submitted for review and approval prior to installation. Building Designer should coordinate with HVAC design to avoid problems with clearance to combustibles, dampers etc. The submitted HVAC plans shall match the approved building plans. Building Designer is requested to provide a complete set of plans, Energy Calculations and the Building plan review Transaction I.D. number to the HVAC Designer to help coordinate review. **Note as per SPS 302.10 installation of HVAC without approved plans could result in double plan review fees.**
- **SPS 361.30(3)** - Submit, prior to installation, one (1) set of properly signed and sealed precast plans, a completed SB-118 application form including this transaction number and signed by the building designer to Industry Services, P.O. Box 7162, Madison, WI 53707-7162. **Note as per SPS 302.31(1)(d)4. the fee for a structural component submitted after project completion shall be an additional \$250.**
- **SPS 361.30(3)** - Submit, prior to installation, one (1) set of properly signed and sealed truss plans, a completed SB-118 application form including this transaction number and signed by the building designer to Industry Services, P.O. Box 7162, Madison WI 53707-7162. **Note as per SPS 302.31(1)(d)4. the fee for a structural component submitted after project completion shall be an additional \$250.**
- **SPS 361.30(3)** - This review does not include approval for elevator/escalator/ lift indicated on your plans. Licensed elevator or lift contractor must submit plans for approval through the Division of Industry Services or cities of Milwaukee or Madison if within those jurisdictions. Building designers are reminded that buildings 4 stories in height or more, as well as R-2 occupancies, CBRFs, outpatient clinics, nursing homes, jails, I-4 daycare facilities, and hospitals are required to have an elevator capable of accommodating an ambulance-type stretcher by IBC 3002.4. See IBC Ch. 30 for additional requirements including requirement for a drain or sump for any elevator pit. Note that s. SPS 318.1702 of the Elevator Code prohibits the passage through toilet rooms, sleeping rooms, dressing rooms or locker rooms to access the elevator machinery room or to use the machinery room to access other spaces or mechanical systems not serving the elevator.
- For submittal requirements click on forms at our web home page
<http://dsps.wi.gov/Default.aspx?Page=d0832cdc-694c-4137-8013-8eb1819bf4ab> Questions: Contact Brian Rausch at (262) 521-5444.
- **SPS 361.30(3)** - A separate submittal of public swimming pool plans in conformance with SPS 390 is required. Be aware that coordination of related requirements for location and possibly an additional number of sanitary facilities, pool deck area without obstructions, and other requirements found in SPS 390 may affect this design, thus need to be coordinated prior to commencing construction. During this building plan review, the sanitary fixture needs for the pool room were not reviewed for, because of the lack of pool and deck sizing information provided. Sanitary fixtures for this area will be required per SPS Table 390.16 for all pool deck area (deck is defined as the area sloped to deck drains and that complies with material and maintenance requirements). Other

areas of the pool room which will not be pool deck or pool area shall be provided toilet fixtures per Ch. SPS 329 of the State Commercial Building Code.

Reminders

- **SPS 361.36(1)(a) & (b)** - The building shell shall be closed within two years of the initial approval date of this project. Also, this approval will expire three years after the date of initial approval of this project if the work covered by this approval is not completed and the building ready for occupancy within those three years.
- Smoke detection is required in R-1 occupancies. Carbon monoxide detectors are required per SPS 362.1200 if there are any combustion appliances. Also, contact the Department of Health Services at tel. (608) 266-1120 regarding their additional licensure requirements if this is a hotel or motel. When automatic smoke detection is required throughout all interior corridors serving sleeping units and/or a manual fire alarm system is required; fire alarm plans shall be submitted for review. Submittal is not required where only single- and multiple-station smoke alarms are required.
- **IBC 2603.4.1.6** No thermal barrier shall be required in attics or crawl spaces only entered to service utilities when covered by a minimum 1/4 inch wood structural panel or 3/8 inch gypsum board or equivalent.
- **SPS 361.31(2)(b)** - A copy of this approval letter and index sheet shall be attached to plans that correspond with the copy on file with the Department. Changes to the approved plan must be submitted for review and approval. Failure to properly attach the approval and index page to plans that match the copy on file with the Department may result in enforcement action under ss. 101.02 or 443.13, Statutes.
- **ICC/ANSI A117.1 Sec. 404.2.3** - Maneuvering clearances at doors shall be provided per the requirements of this code section and Table 404.2.3.1. *Provide 18" of clearance on the pull side of the (public) bathroom doors.*
- **ICC/ANSI A117.1 Sec. 1004.11.2** - Reinforcement shall be provided for future installation of grab bars and shower seats at water closets, bathtubs, and shower compartments in the adaptable bathrooms of Type B dwelling or sleeping units intended to be used as a residence. The reinforcement shall comply with Sections 604.5, 607.4, 608.3 or 608.4.
- **IBC 1008.1.5** - There shall be a floor or landing on each side of a door. Such floor or landing shall be at the same elevation on each side of the door. Landings shall be level except for exterior landings, which are permitted to have a slope not to exceed 0.25 vertical in 12 units horizontal (2% slope). *The exterior patios shall be at the same elevation as the interior floor. Note in accordance with exception 5 a four inch step down is allowed to an exterior patio in a type B unit when the patio is constructed of impervious surfaces.*
- **ICC/ANSI A117.1 Sec. 804** - Kitchens and kitchenettes are required to have access to and compliant reach ranges at appliances, work surfaces which are compliant with Sec. 902, turning space, sinks with a front approach and storage space accessible and compliant with reach ranges of Sections 304 and 308. Those spaces with a cooktop or conventional range shall be required to address 804.2, 804.3 & 804.4. The latter requires knee clearance for a front approach to the sink. *The kitchens that are provided in the accessible units shall meet the requirements of this section.*
- **ICC/ANSI A117.1 Sec. 608.7** - Shower compartment thresholds for either roll-in or transfer shall not exceed 1/2 inch and shall be beveled in compliance with Section 303.
- **ICC/ANSI A117.1 Sec. 608.3.2** - Grab bars for a roll-in type shower shall be provided on all three walls of the shower, except if a seat is provided, no grab bar shall extend over the seat. *The accessible unit showers shall be provided with grab bars in accordance with this section.*
- **Beam to column connection details shall be available onsite.**
- **The CSM that was submitted to show the no build easement shall be recorded on the property deed. Proof of recording shall be provided to the building inspector prior to occupancy.**

A full size copy of the approved plans, specifications and this letter shall be on-site during construction and open to inspection by authorized representatives of the Department, which may include local inspectors. If plan index sheets were submitted in lieu of additional full plan sets, a copy of this approval letter and index sheet shall be attached to plans that correspond with the copy on file with the Department. If these plans were submitted in an electronic form, the designer is responsible to download, print, and bind the full size set of plans along with our approval letter. A department electronic stamp and signature shall be on the plans which are used at the job site for construction.

All permits required by the state or the local municipality shall be obtained prior to commencement of construction/installation/operation. You are responsible for complying with state and federal laws concerning construction near or on wetlands, lakes, and streams. For more information, visit the Department of Natural Resources wetlands identification web page or contact a Department of Natural Resources service center. Nothing in this approval limits the power of municipalities to make or enforce additional or more stringent regulations, providing the regulations do not conflict with this code or any other rule of the department or any law. This plan has not been generally reviewed for compliance with fire code requirements, including those for fire lanes and fire protection water supply, so contact the local fire department for further information.

If this construction project will disturb one or more acres of land, a Water Resources Application for Project Permits (WRAPP) (previously known as the Notice of Intent) shall be filed with the Department of Natural Resources prior to any land-disturbing activities. More information regarding the DNR's permitting requirements for runoff management for construction sites can be found at the DNR's website, <http://dnr.wi.gov/topic/stormwater/construction/>

In granting this approval, the Division of Industry Services reserves the right to require changes or additions, should conditions arise making them necessary for code compliance. As per state stats 101.12(2), nothing in this review shall relieve the designer of the responsibility for designing a safe building, structure, or component. The Division does not take responsibility for the design or construction of the reviewed items.

Per s. SPS 361.40(4), projects for buildings of over 50,000 cubic feet total volume shall have supervising professionals who file compliance statements with this agency and the local code officials prior to occupancy of the project. The compliance statement form is available on our website,

http://dsps.wi.gov/Documents/Industry%20Services/Forms/Commercial%20Buildings/Combined%20Worksheets%20Instructions%202009%20ICC_.pdf under forms for commercial buildings.

Inquiries concerning this correspondence may be made to me at the telephone number listed below, or at the address on this letterhead. We look forward to working with you to make this code-compliant construction.

Sincerely,

Jason L Hansen
Engineering Consultant Bldgs , Division of Industry Services
(920)492-6500 , 6:30-3:00 M-f
jason.hansen@wisconsin.gov

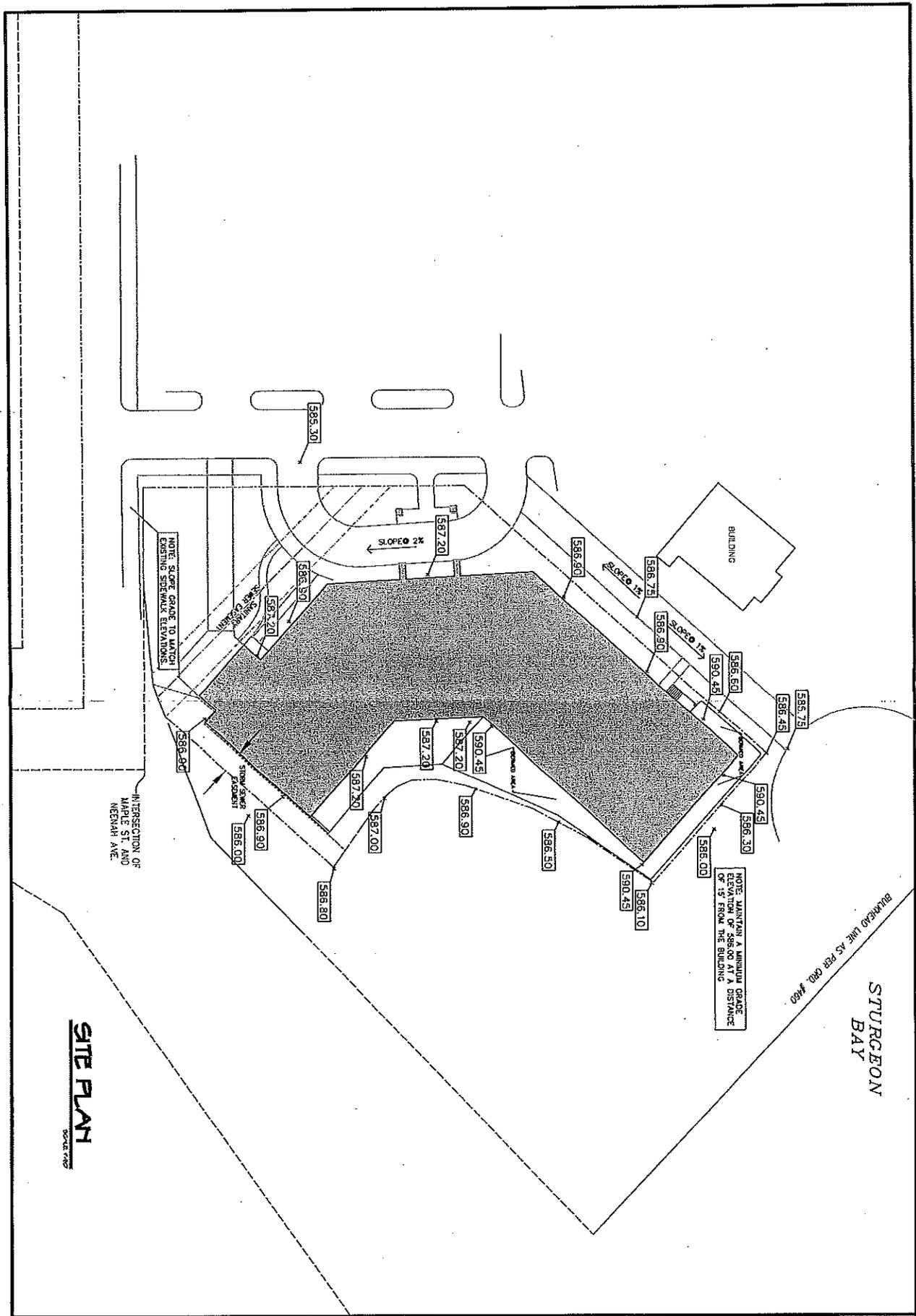
Fee Required \$	2,700.00
Fee Received \$	2,700.00
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cc: Roger C Strege, Building Inspector, (920) 366-2857 , 7:00 am - 3:00 pm M - F
NEIS, Contract Elevator Inspection Agency, (262) 560-6220
Robert Papke, Sawyer Hotel Development LLC
Robert H Papke



Note: Effective May 7, 2012, Effective immediately, the Division of Industry Services Commercial Building Program will no longer require the submittal of either emergency egress lighting plans or lighting energy conservation plans to our agency. Instead following are revised expectations:

- Emergency Egress Lighting - Building designers shall provide at the project site an egress plan showing where exit lights and emergency egress lighting will be required for new buildings, additions and alterations that create new egress paths. **Effective July 1, 2012, this egress plan shall be included with the building plan submittal to our agency.** In addition to the egress plan at the jobsite, there shall be emergency lighting cut-sheets, calculations or other means to show compliance of the installed fixtures. Local inspectors may request additional information.
- Energy Conservation – Building designers, electrical designers or electrical contractors shall provide fixture layouts, fixture cut-sheet, energy calculations or other documentation at the project site.



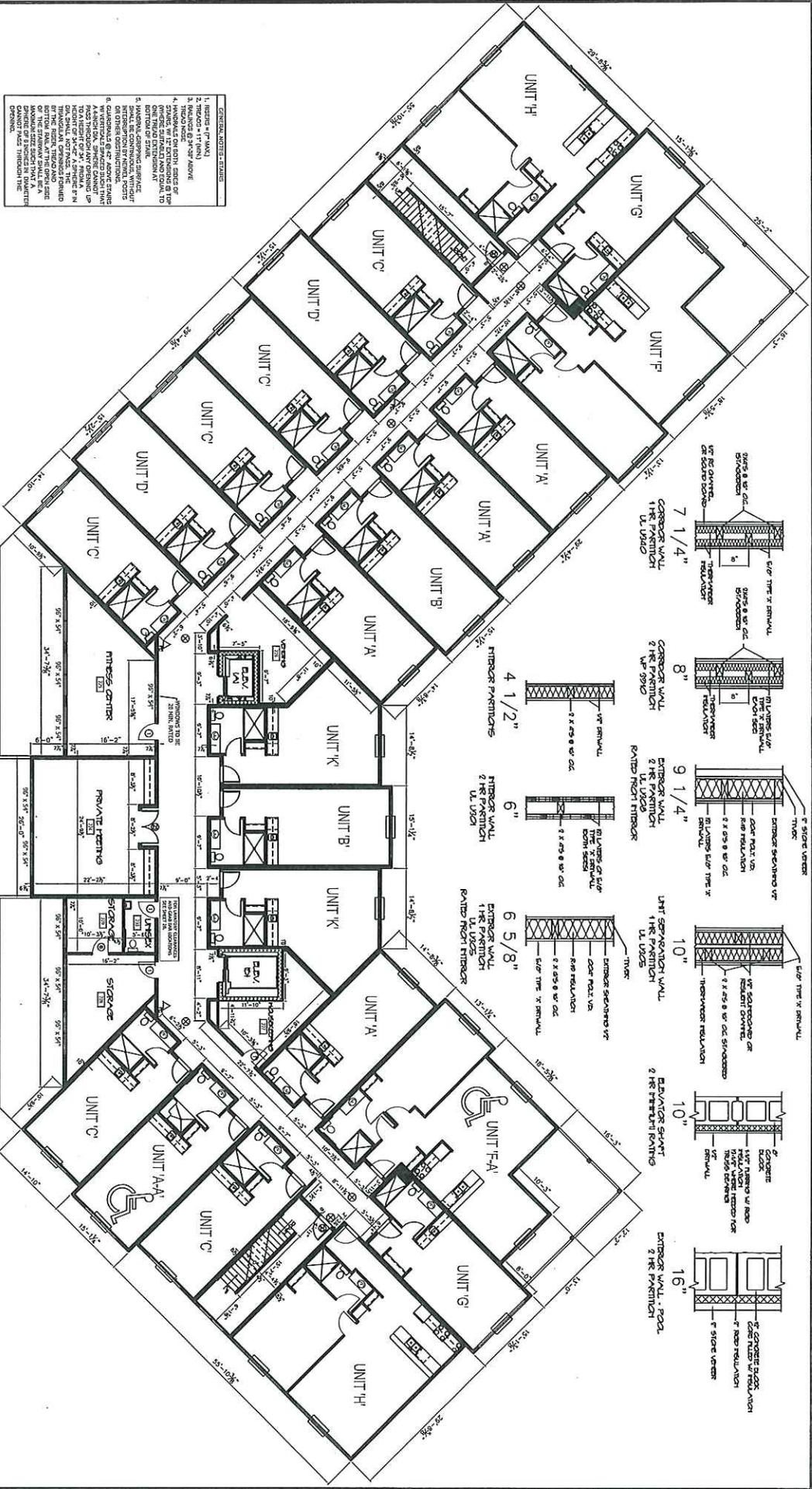
SITE PLAN
SCALE: 1/8" = 1'-0"

REVISIONS	
DATE	DESCRIPTION
4/08/2015	
4/10/2015	

**THE LINDGREN
WATERFRONT HOTEL**
STURGEON BAY, WISCONSIN

ISAKSEN
Architects

HENRY M. ISAKSEN - ARCHITECT/PLANNER
119 SOUTH MADISON AVENUE
STURGEON BAY, WISCONSIN 54235
PHONE: 920-743-9759 FAX: 920-743-9762
EMAIL: HENRY@ISAKSENARCHITECTS.COM



- GENERAL NOTES & SYMBOLS**
1. INDICATE UNIT WALL
 2. INDICATE UNIT DOOR
 3. INDICATE UNIT WINDOW
 4. INDICATE UNIT STAIR
 5. INDICATE UNIT ELEVATOR
 6. INDICATE UNIT CORRIDOR
 7. INDICATE UNIT ENTRY
 8. INDICATE UNIT BATH
 9. INDICATE UNIT KITCHEN
 10. INDICATE UNIT LIVING
 11. INDICATE UNIT BED
 12. INDICATE UNIT STORAGE
 13. INDICATE UNIT CLOSET
 14. INDICATE UNIT BALCONY
 15. INDICATE UNIT TERRACE
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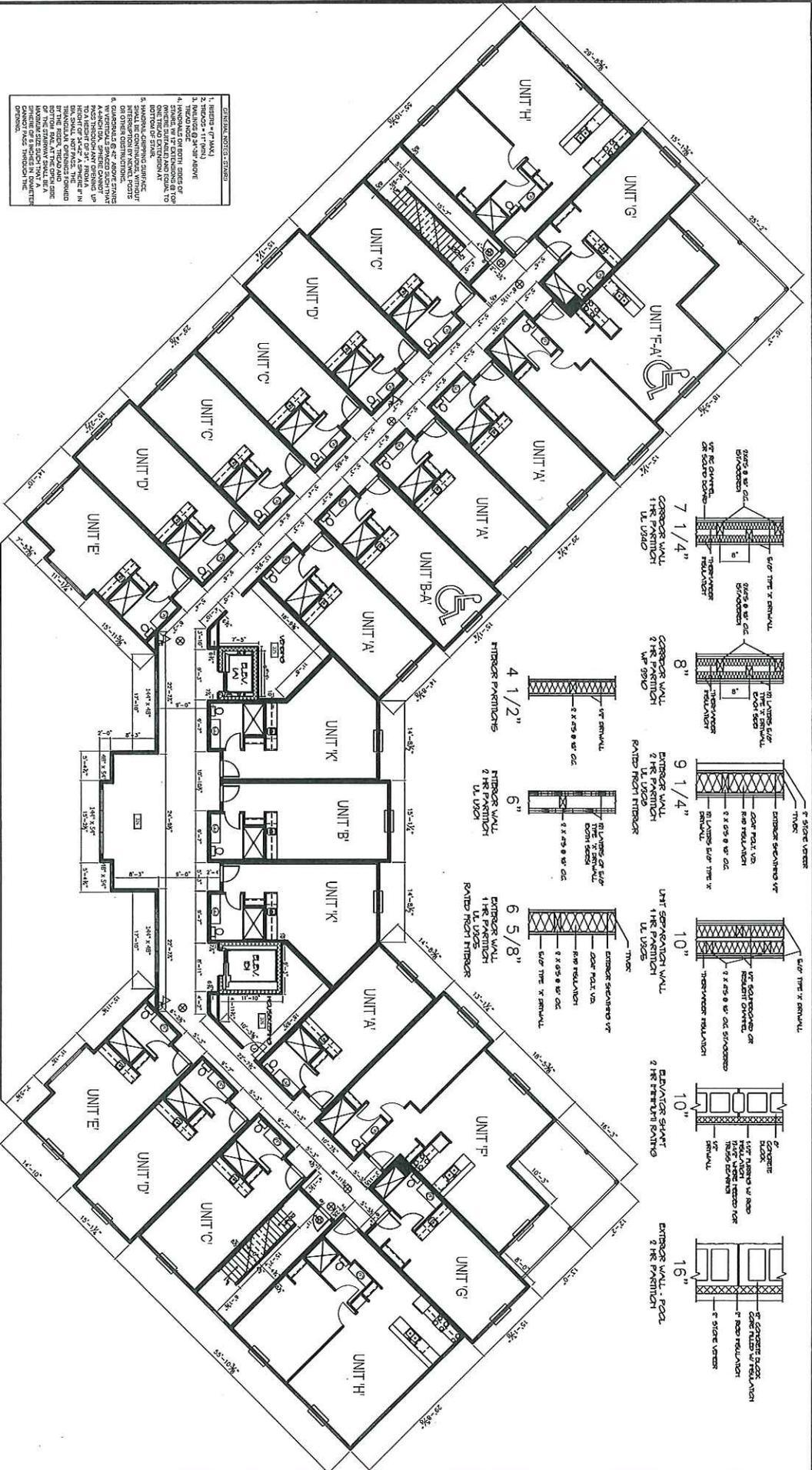
HOTEL LINDGREEN BOUTIQUE WATERFRONT HOTEL
 100 EAST WYOMING STREET
 SUDBURY, ONT. M2C 1S1

ISAACSON Architects
 HENRY H. ISAACSON, ARCHITECT/PARTNER
 118 SOUTH MADISON AVENUE
 SUITE 200, MILWAUKEE, WI 53225
 PHONE: 414-743-9799 FAX: 414-743-9792
 EMAIL: HENRY@ISAACSONARCHITECTS.COM

NO.	DATE	REVISIONS
1	5/12/2015	ISSUED FOR PERMIT
2		
3		

3 OF 29 SHEET





- EXISTING NOTES - STUDIOS**
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STAR NOTES

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THIRD FLOOR

SCALE: 1/8" = 1'-0"

HOTEL UNHDGREEN BOUTIQUE WATERFRONT HOTEL

100 EAST THIRD STREET
SURGEON BAY, WISCONSIN

ISA KSEN Architects

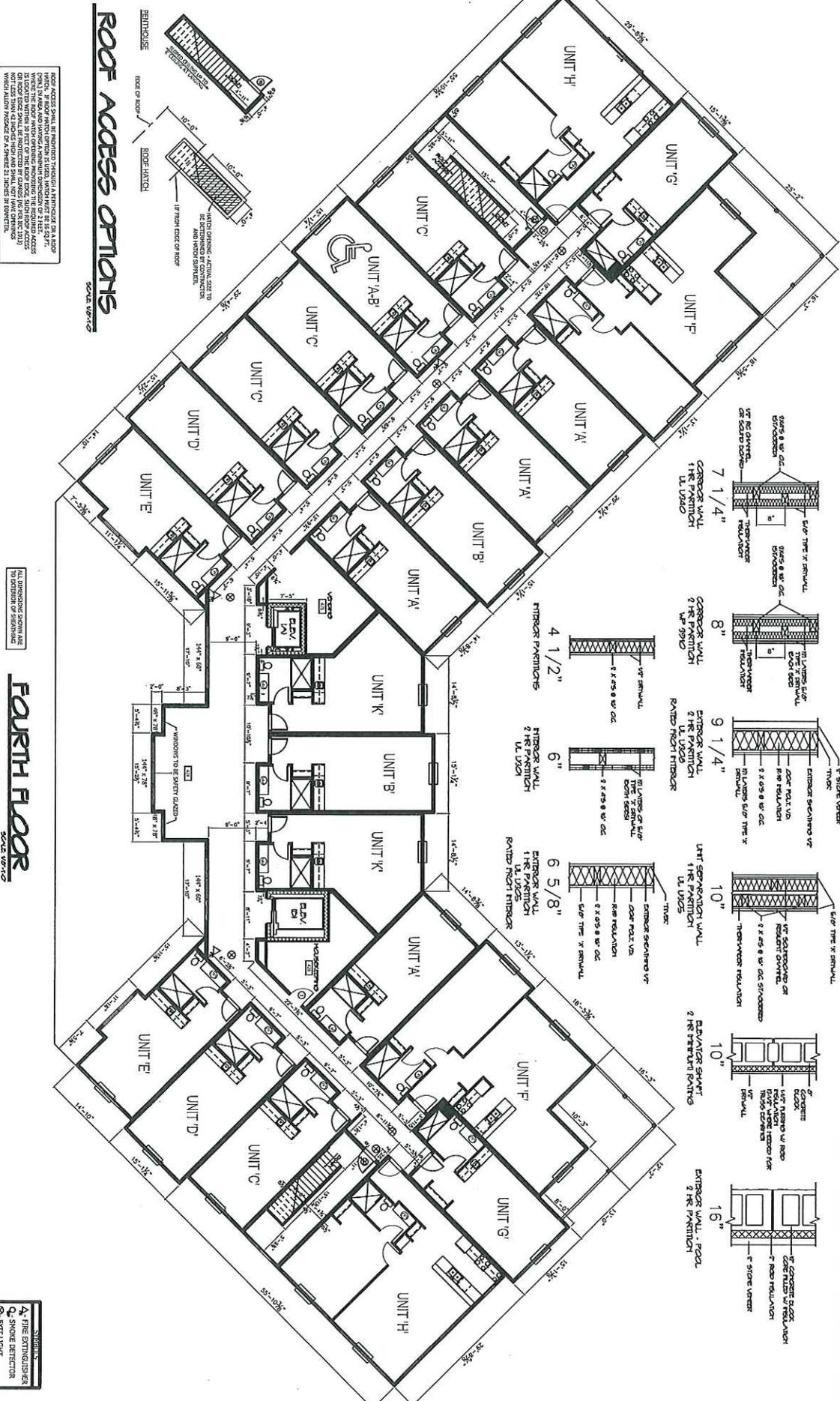
HENRY M. ISA KSEN - ARCHITECT/PLANNER
119 SOUTH MADISON AVENUE
STURGEON BAY, WISCONSIN 54283
PHONE: 920-743-9799 FAX: 920-743-9782
EMAIL: HENRY@ISA KSENARCHITECTS.COM

REVISIONS	DATE
4	5/4/2015

SHEET 4 OF 29

SYMBOLS

- Fire Extinguisher
- Smoke Detector
- Exit Light



HOTEL LINDGREEN BOUTIQUE WATERFRONT HOTEL

100 EAST THIRD STREET
STURGEON VALLEY, WISCONSIN

ISAACSEN ARCHITECTS

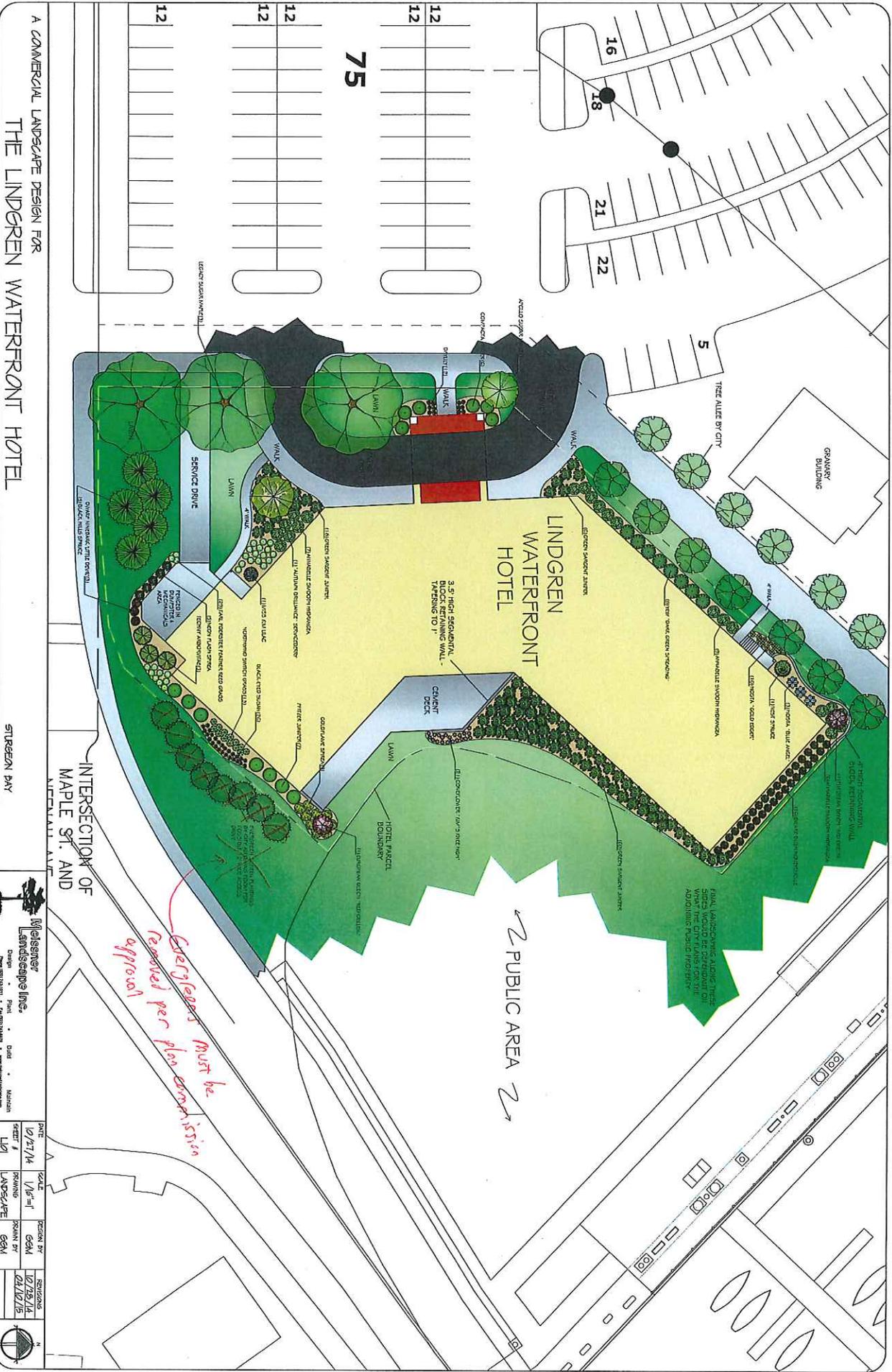
HENRY J. ISAACSEN, ARCHITECT/PLANNER
1111 W. WISCONSIN AVENUE
STURGEON VALLEY, WISCONSIN 54255
PHONE: 920-743-9799 FAX: 920-743-9792
EMAIL: HENRY@ISAACSENARCHITECTS.COM

6/4/2015 DATE

REVISIONS

SHEET **5** OF 29

SYMBOLS:
 A FIRE EXTINGUISHER
 S SMOKE DETECTOR
 E EXT LIGHT



A COMMERCIAL LANDSCAPE DESIGN FOR
THE LINDGREN WATERFRONT HOTEL

STURZEN BAY

Maplesner
 Landscape Inc.
 1000 Maple St. St. Paul, MN 55102
 Phone: 612.291.1111
 Fax: 612.291.1112
 www.maplesner.com

DATE	SCALE	DESIGN BY
07/27/14	1/8"=1'	GGM
SHEET #	PROJECT	DATE
L01	LANDSCAPE	07/28/14
		08/12/15







DEVELOPMENT CONTRACT FOR HOTEL 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 Sawyer Hotel Development LLC, a Wisconsin limited liability company, hereinafter referred to as "Sawyer Hotel."

RECITALS

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 west side of the ship canal bisecting the City of Sturgeon Bay and the Door Peninsula in Door County, Wisconsin, as legally described on Exhibit A attached hereto ("West Waterfront Redevelopment District");

AND WHEREAS, as part of the redevelopment of the West Waterfront Redevelopment District, the plan calls for the development of hotel, restaurant, housing, and other facilities;

AND WHEREAS, the WRA, City, and Sawyer Hotel recognize that funding for the development is to be provided by TIF financing, community development investment grants, and other grants as may be available, and the City and WRA will be making application for community development investment grants and other grants;

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 Sawyer Hotel for the development of a hotel to be located within the West Waterfront Redevelopment District.

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. Sawyer Hotel will develop, on the real estate to be acquired by Sawyer Hotel hereinafter described, an approximately 80 unit upscale "boutique" style hotel, with both hotel suites with kitchens and lockout rooms ("Hotel"). The Hotel will include two elevators, hotel suites, lobby retail store, continental breakfast area, decks, porte cochere, and kitchens within units. The actual size and amenities of the Hotel is subject to final recommendations by Sawyer Hotel's architects and consultants. Sawyer Hotel may develop the Hotel in whole or in part as a condominium and may

convey completed units in the Hotel condominium to third party purchasers, upon such terms and conditions as Sawyer Hotel may deem appropriate, in its sole discretion.

B. Limitation on Use of Premises. The operations of this Hotel shall be as determined by Sawyer Hotel and/or its assigns; however, the use of the real estate hereinafter mentioned shall be primarily for a hotel facility, plus related retail sales and services, unless otherwise agreed to in writing by the WRA.

C. Exclusive Right to Develop. Sawyer Hotel is hereby granted the exclusive right to develop and operate a hotel facility within the West Waterfront Redevelopment District, except as provided in subparagraph 9.C. of this Agreement. By entering into this Agreement, Sawyer Hotel hereby expresses its commitment to the development of the Hotel within the time as set forth in Paragraph 9.

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

A. Land for Hotel Described. The real estate on which the Hotel will be located is generally depicted on the site plan attached hereto as Exhibit B ("Hotel Lot"). The Hotel Lot will include enough land area to accommodate the building footprint, an outdoor patio area, service areas such as garbage/recycling, and landscaping. The area and configuration of the Hotel Lot shall be approved by Sawyer Hotel in writing, and if either the area or the configuration of the Hotel Lot is determined by Sawyer Hotel to be inadequate for the feasible development or operation of the Hotel, this Agreement shall be null and void.

B. Survey. City/WRA will create and record a certified survey map of the Hotel Lot, showing the exact boundaries of the Hotel Lot for Sawyer Hotel's development. Prior to recording the certified survey map, the proposed Hotel Lot shall be approved in writing by Sawyer Hotel.

C. Sale to Sawyer Hotel. As an inducement to Sawyer Hotel to construct and develop the Hotel, City shall sell the Hotel Lot to Sawyer Hotel for the sum of Ninety Thousand Dollars (\$90,000) to be paid in equal annual installments of Nine Thousand Dollars (\$9,000) per year for ten (10) years, without interest. The first installment of Nine Thousand Dollars (\$9,000) shall be paid at closing, and succeeding payments shall be made annually thereafter on the anniversary of the date of closing. The note to the City shall be secured with a second mortgage to City/WRA and expressly subordinate to Sawyer Hotel's mortgage financing, or secured by a personal guaranty of Robert Papke.

D. Conveyance/Representations.

1. The conveyance of the Hotel Lot by the City to Sawyer Hotel 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 Sawyer Hotel's proposed development.

2. Sawyer Hotel shall be furnished, at City's cost, within thirty (30) days after completion of the Certified Survey Map referred to above, and again within two (2) weeks of closing, a commitment from a title insurance company licensed in Wisconsin and acceptable to Sawyer Hotel to issue title insurance in the amount of the fair market value of the Hotel Lot upon recording of proper documents, showing title to the Hotel Lot as of a date within one (1) week of delivery of the commitment to Sawyer Hotel to be in the condition provided in subparagraph (1) above. The title insurance to be provided by City hereunder shall be updated at the time of closing and shall include such endorsements as may be deemed necessary or desirable to Sawyer Hotel or its lender. City shall, at its sole expense, furnish to Sawyer Hotel at closing a "marked up" commitment or title insurance policy showing Sawyer Hotel as the insured and with title to the Hotel Lot to be as provided in subparagraph (1) above, reflecting the coverage required hereby, and with all standard policy exceptions removed.

3. Conditions Precedent to Conveyance to Sawyer Hotel. Sawyer Hotel shall not be obligated to close the portion of this transaction set forth in this Paragraph 2, nor shall Sawyer Hotel be required to continue to perform any other obligations hereunder until all of the following conditions have been satisfied:

- a. 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.
- b. There shall have been no adverse change in the Hotel Lot 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 Sawyer Hotel's development of the Hotel on the Hotel Lot impractical or unreasonably costly.
- c. The instruments of transfer and other closing documents shall have been delivered to Sawyer Hotel in form and substance as provided in this Agreement.
- d. Sawyer Hotel shall have obtained, or shall have determined to its satisfaction that the City and the other governmental bodies or agencies having jurisdiction over the Hotel Lot and Sawyer Hotel's planned operations thereon shall issue all necessary or desired permits, approvals and licenses, in form and substance acceptable to Sawyer Hotel, necessary for development and use of the Hotel, including but not limited to, any rezoning or conditional use permits, grading, building, construction, business or occupancy permits, and the approvals, permits and licenses provided for in Paragraph 7 hereof, all without conditions deemed unreasonable by Sawyer Hotel.

E. Environmental. WRA/City shall provide a Voluntary Party Liability Exemption and a site closure letter from the Wisconsin Department of Natural Resources, with no conditions which would reasonably interfere with the operation of the Sawyer Hotel, prior to closing on conveyance of the Hotel Lot to Sawyer Hotel.

F. Easements. Said conveyance shall include permanent easements in form and substance acceptable to Sawyer Hotel for (i) ingress and egress from Maple Street and/or Madison Avenue to the Hotel Lot through a parking lot to be developed to enable Sawyer Hotel to have access for vehicles and pedestrians, and (ii) any utilities services that must cross City property in order to provide service to the Hotel Lot.

3. Waterfront.

A. Ownership. It is understood that City or WRA will retain title to a strip of land located between the Hotel and the ordinary high water mark of the waters of the bay as surveyed and recorded in document _____. WRA or City will therefore retain the riparian rights to space between the ordinary high water mark and the existing dock wall. The city and WRA shall not sell, transfer, convey, or donate such land to another entity during the term of this Agreement without the express written approval of Sawyer Hotel.

B. Public Improvements. The City and WRA shall complete improvements to the City property surrounding the Sawyer Hotel as tax increment is available to fund improvements. The City or WRA shall thereafter maintain such improvements in a safe and usable condition.

C. Completion/Coordination of Public Space Improvements. It is anticipated by WRA that the work on the aforesaid public waterfront improvements may be done in phases, depending upon available funding through tax increment. The WRA and City commit to substantially completing the grading and walkways immediately adjacent to the Sawyer Hotel and a pathway to the waterfront on or before the completion date of the Hotel. Other components will be completed as soon as tax increment funding is available.

D. Transient dockage. The WRA and City agree to make available at least fifty-one percent (51%) of the existing dock wall from south boundary of the area leased to the Door County Maritime Museum to the Maple-Oregon bridge for mooring for transient boaters, with at least one hundred feet of clearance on each side of a planned festival pier. As an alternative, the minimum transient dockage requirement can be met through an equivalent amount of new piers and slips extending from the dock wall for use by transient boaters, in locations reasonably accessible to Sawyer Hotel. Dockage areas will be constructed as tax increment or grant funds are available.

E. No Costs to Sawyer Hotel. No part of the foregoing costs shall be charged or assessed to Sawyer Hotel or the Hotel Lot or improvements thereon.

F. Vision Easement. WRA and City agree to provide a permanent vision easement for the area extending from the Hotel perpendicular to the dock wall. The easement

shall prohibit the construction or placement of permanent buildings other than Event Stage, public building, and other structures materially similar to those depicted in the revised area plan of VandeWaal Associates attached hereto as exhibit B in locations to be determined, provided such that the public building shall not have a roof higher than 15 feet above the regional flood elevation without the consent of Sawyer Hotel. This provision shall not apply to temporary buildings or shelters used for events on the waterfront.

G. Quiet Enjoyment. City shall provide, at closing, a quiet title to the Hotel Lot in a condition as will allow Sawyer Hotel to enjoy uninterrupted control of the property conveyed. City will recommend such modifications to its noise ordinance as are required to include the West Waterfront Redevelopment District within the area subject to its coverage.

4. Parking.

A. Primary Parking for Hotel. The WRA and City will construct a paved parking area, including lighting and landscaping, suitable for parking at least seventy-two (72) cars on land owned or acquired by the City, located immediately adjacent to the Hotel. These parking spaces will be conveniently located for use by Hotel patrons, but will be also be available for use by other nearby developments and the general public. The WRA and City agree to erect signage to designate some or all of said spaces for exclusive use by the Hotel if Sawyer Hotel can demonstrate that necessary parking spaces are not, in fact, available for use by Hotel patrons.

B. Additional Public Parking. WRA represents that additional parking within the West Waterfront Redevelopment District will be made available for parking needs of the Hotel, other adjacent development, and the general public on a non-exclusive basis. Such additional parking shall consist, at a minimum, of one hundred fifty (150) parking spaces in the area to the east of Madison Avenue and north of Maple Street.

C. Maintenance. WRA and/or the City shall maintain all of the aforesaid parking areas and keep them in good repair and in safe condition, and reasonably clear of snow and ice.

D. Representations Regarding Availability. The WRA and City represent and warrant that (i) all of the parking areas identified in subparagraphs A and B above shall be available for use prior to the time the Hotel opens for business, (ii) there shall be no fees charged to hotel employees and guests 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. No Costs to Sawyer Hotel. No part of the foregoing costs for parking shall be charged or assessed to Sawyer Hotel, the Hotel Lot or improvements thereon.

5. Utilities.

A. Provision of Service. Sanitary sewer, water, and electrical, service shall be extended by WRA/City at its cost to the Hotel Lot at locations reasonably acceptable to WRA,

City and Sawyer Hotel based on final plans and specifications for the Hotel. Sawyer Hotel shall be responsible for the cost of the connection between the Hotel and those utilities. WRA shall also insure that an adequate provision is made for storm water runoff without any requirement of Sawyer Hotel to provide any storm water detention facilities upon the Hotel Lot and shall prepare any storm water management plans required for development of the Hotel and the West Waterfront Redevelopment District. All utilities serving the Hotel shall be located underground and shall be determined by Sawyer Hotel to be of quality and capacity satisfactory for the Hotel's operations, without unreasonable additional expense. All work required of WRA shall be performed in accordance with a development schedule to be approved by WRA and Sawyer Hotel to facilitate timely development of the Hotel.

B. Relocation. WRA/City shall work with American Transmission Company to locate a portion or all of the electrical transmission line underground, or to reduce the number of overhead utility poles shown on Exhibit C, all prior to substantial completion of the Hotel.

6. Assistance for Other Site Improvements. The WRA and City agree to complete, or provide financial assistance to Sawyer Hotel to complete the following improvements necessary to allow construction of the Hotel at the Hotel Lot:

A. Filling/Grading. The site shall be filled and/or graded to meet flood-proofing requirements of the Sturgeon Bay Floodplain Zoning Code.

B. Pilings and Building Expenses. Payment of up to of \$480,000 for costs associated with engineering and installation of pilings/pile caps and related building expenses to support the Hotel will be made to Sawyer Hotel within 30 days of receipt of invoices after commencement of excavation work for the Hotel. Should the costs described above exceed \$480,000, Sawyer Hotel shall pay for the additional cost.

7. Licenses/Permits/Zoning.

A. Building Permits/Approvals. Sawyer Hotel shall obtain, directly or through its agents, a building permit from the City, approval from the State of Wisconsin for the Hotel and such other permits, licenses, and related approvals as may be necessary or shall be deemed desirable by Sawyer Hotel for construction of the Hotel and operation of the Hotel. Such Hotel 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. Zoning. The parties anticipate that the Hotel Lot will be zoned Planned Unit Development (PUD) and the PUD zoning requirements will not preclude the development of the Hotel and accessory uses as shown in Exhibit B. If, however, the actual zoning on the Hotel Lot restricts the development of the planned Hotel in any material way, Sawyer Hotel may void this Agreement.

C. Signage. On-premise signs for the Hotel shall comply with the City's sign code and PUD zoning ordinance, as applicable. In addition, the City shall provide a location(s) for identification sign(s) on City/WRA property at the entrance(s) to the West Waterfront

Redevelopment District along N. Madison Avenue and/or E. Maple Street. Such sign(s) may be common sign(s) to identify other public or private uses at the West Waterfront Redevelopment District. The design and specific location(s) of the sign(s) shall be mutually acceptable to Sawyer Hotel and the WRA/City.

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

E. Inability to Obtain Permits/Approvals. In addition to any rights afforded Sawyer Hotel under any other paragraph hereof, if Sawyer Hotel is unable to obtain a zoning or building permit allowing construction of the Hotel, and without conditions reasonably deemed by Sawyer Hotel to be unreasonable and without imposition of fees, charges, assessments or taxes deemed unreasonable by Sawyer Hotel, then Sawyer Hotel shall be under no obligation to develop the Hotel and this Agreement shall be null and void.

8. Conditions Precedent to City and WRA Obligations. In addition to all other conditions and requirements set forth in this Agreement, the obligations of the City and WRA under this Development Agreement are conditioned upon the satisfaction of each and every of the following conditions:

A. On or before June 15, 2015, Sawyer Hotel, at its cost, will provide the Project Cost Breakdown to the City and WRA. The Project Cost Breakdown shall be certified by Sawyer Hotel, its Project architect and general contractor as accurate and complete and shall be acceptable to the City. The Project Cost Breakdown shall satisfy the City and its appraiser that all hard costs of construction, installation, furnishing and equipping of the Hotel are not less than \$7,734,000. The Project Cost Breakdown must otherwise show a state of facts acceptable to the City and WRA.

B. On or before June 15, 2015, Sawyer Hotel, at its cost, shall provide the City and WRA with a completion schedule for the Hotel which must be acceptable to the City and WRA.

C. On or before June 15, 2015, Sawyer Hotel shall provide the City and WRA with evidence satisfactory to the City and WRA that Sawyer Hotel has the funds necessary to construct and install the Hotel. Such evidence shall include, without limitation, an unconditional written financing commitment from a lender of Sawyer Hotel's choice, under the terms of which the lender agrees to make a loan to Sawyer Hotel in an amount sufficient, when combined with any equity contribution of Sawyer Hotel and the Loan, to construct, furnish, equip and install the Hotel. Said financing commitment must be acceptable in all respects to City and WRA. This must precede City and WRA's expenditure of funds for project improvements. City and WRA will retain as confidential those financial documents which can remain confidential under Wisconsin's public records law.

D. On or before June 15, 2015, the City, WRA, and the State of Wisconsin shall have determined that the final Plans for the Hotel are acceptable to the City, the WRA, and the State and all approvals from the City and the State of the Plans shall have been obtained.

E. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Sawyer Hotel shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Hotel to which Sawyer Hotel is a party or an obligor.

F. On or before June 15, 2015, Sawyer Hotel shall have executed and delivered to the City and WRA any documents and agreements as are required by this Agreement.

If all conditions contained in this section are satisfied within the time periods for satisfaction of such conditions as set forth above or if such conditions are waived in writing by the City and WRA, within the time periods for satisfaction of such conditions as set forth above, then the above conditions shall be deemed satisfied. Otherwise, the City and WRA, at their option, exercised in their sole discretion, may terminate this Agreement, in which event, neither of the parties to this Agreement shall have any further liability or obligation to the other parties. Notwithstanding the foregoing, if Sawyer Hotel does not obtain, by January 6, 2015, all required City and WRA approvals for this project or in the event there are outside legal challengers against the project, all deadline dates for the Sawyer hotel contained in Paragraph 8 and Subparagraph 9A shall be automatically extended for one year. In such event the City/WRA may elect to terminate this agreement up to and including February 9, 2015.

9. Completion; Enforcement.

A. Completion Date. Sawyer Hotel shall work diligently to complete construction of the Hotel and Hotel Lot, in accordance with approved plans, so that it will be open to the public as an operating hotel by June 15, 2016.

Performance & Payment Bond. Sawyer Hotel, as part of its contract with its prime contractor for construction of the facility, shall require the contractor to furnish, at Sawyer Hotel's option, either (i) a payment and performance bond in the amount of the construction cost of the Hotel assuring completion of the Hotel and payment of subcontractors, suppliers, and materialmen who would have the right to file liens against the premises, or (ii) an irrevocable letter of credit issued by a U.S. domestic bank in the full amount of the construction cost to secure the contractor's performance hereunder.

B. 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 Sawyer Hotel 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 Hotel Lot as a lien thereon. Such lien may then be foreclosed by the City in the manner of a construction lien under Wisconsin law.

C. 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.

D. 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.

10. Sale/Lease/Assignment.

A. Sale/Lease. Sawyer Hotel shall not sell, transfer or lease the Hotel Lot or the Hotel without the prior written approval of the WRA, which approval shall not be unreasonably withheld so long as the transferee/tenant is a creditworthy entity with experience operating similar hotels, or has a hotel manager experienced in operating similar hotels. Upon a sale, transfer or lease to which the WRA consents, Sawyer Hotel shall be released and forever discharged from any liability or obligation for any matter arising thereafter. This does not preclude the sale of condominium units within the Hotel.

B. Assignment. Neither Sawyer Hotel, nor its 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 Sawyer Hotel from creating a corporation or other entity for the purpose of constructing and/or operating the Hotel. Any such entity, though, shall construct the Hotel and/or operate the Hotel 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 Sawyer Hotel's obtaining financing for construction of the Hotel, 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.

11. Taxation.

A. Understandings. Sawyer Hotel understands that the ability of the WRA to develop the West Waterfront Redevelopment District is dependent upon expectations of tax assessment of the facilities developed in the TIF District. It is necessary, therefore, that the owners of facilities in the TIF District pay taxes on the minimum assessments forecasted by the City for the life of the TIF District.

B. Minimum Payment. Sawyer Hotel estimates the cost of the Hotel Lot, Hotel and related property and personal property to be \$7,734,280. Sawyer Hotel agrees to pay an annual amount at least equal to the tax on property having an assessed value of \$7,734,280, regardless of whether the current year's assessment is less than that amount, 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 \$7,734,280, 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 assessed tax and the mil rate on an assessment of \$7,734,280 as provided above (the "Minimum Payment") shall be paid to City as a special charge for services. Any amount paid above the Minimum Payment in any year shall be "banked", and may be used to offset underpayments in any future year.

C. Guarantee. The principal of Sawyer Hotel, Robert Papke, shall personally guarantee payment of the Minimum Payment as described above for each year until the City/WRA reimbursable costs under the TIF program for this project have been fully reimbursed. Any amount paid above the Minimum Payment in any year shall be "banked", and may be used to offset underpayments in any future year. This Guarantee will be released upon the sale, to bona fide buyers, of condominium units have a total equalized value of \$5,250,000. The Condominium Owners Association shall guarantee the Minimum Payment each year during the life of the TID, and the condominium declaration shall require the assessment of unit owners by their percentage ownership of common area for such Minimum Payment annually when the assessed value of improvements is less than \$7,734,280. The provision requiring this assessment in the condominium declaration may not be altered or removed without the consent of the City of Sturgeon Bay.

12. Insurance.

A. Fire Insurance. Sawyer Hotel 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. WRA and the City shall be named as additional insureds.

B. Liability Insurance. In addition, Sawyer Hotel shall maintain public liability insurance on the premises to be conveyed herein, including the Hotel 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. Sawyer Hotel 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. Subject to the rights of Sawyer Hotel's first mortgagee, any insurance proceeds received for fire or other casualty loss to the Hotel 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.

13. 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 Hotel Lot, and all of said provisions, including representations and warranties made herein, shall survive the closing of Sawyer Hotel's acquisition of the Hotel Lot 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.

14. Cooperation with Other Developers.

A. Sawyer Hotel'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 West Waterfront Redevelopment District. Sawyer Hotel agrees, therefore, to cooperate with such developers, and in particular, the developers of the restaurant and brewery located adjacent to the Hotel and the Door County Maritime Museum.

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 within the West Waterfront Redevelopment District.

15. 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.

16. 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.

1. "City" shall mean the City of Sturgeon Bay, Wisconsin.
2. "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.
3. "Sawyer Hotel" shall mean Sawyer Hotel Development LLC, its successors and/or assigns.
4. "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 Door County Department of Health.

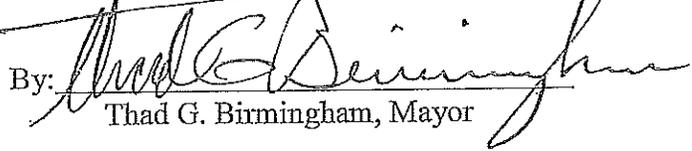
5. "TIF District" shall mean Tax Increment District #4 created by the City for financing the West Waterfront Redevelopment District referred to herein under the authority of the Tax Increment Law of the State of Wisconsin.

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

[SIGNATURES BEGIN ON FOLLOWING PAGE]

WHEREFORE, the parties have hereunto set their hands as of this 8th day of January, 2015.

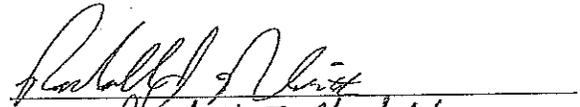
City of Sturgeon Bay, Wisconsin

By: 
Thad G. Birmingham, Mayor

Attest: 
Stephanie L. Reinhardt, City Clerk

STATE OF WISCONSIN)
) ss.
DOOR COUNTY)

Personally appeared before me this 8 day of January, 2015, the above-named Thad G. Birmingham and Stephanie L. Reinhardt, the Mayor and City Clerk, respectively, of the City of Sturgeon Bay, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority.


Name: Randall J. Nesbitt
Notary Public, State of Wisconsin
My Commission expires: is permanent

[SIGNATURES CONTINUE ON NEXT PAGE]

Waterfront Redevelopment Authority

By: Thomas Herlache
Thomas Herlache, Chairman

Attest: Martin Olejniczak
Martin Olejniczak, Secretary

STATE OF WISCONSIN)
) ss.
DOOR COUNTY)

Personally appeared before me this 7 day of January, 2015, the above-named Thomas Herlache and Martin Olejniczak, the Chairman and Secretary, respectively, of the Waterfront Redevelopment Authority, to me known to be the persons who executed the foregoing agreement on behalf of the Waterfront Redevelopment Authority and by its authority.

Radball J Nesbitt
Name: Radball J Nesbitt
Notary Public, State of Wisconsin
My Commission expires: is permanent

[SIGNATURES CONTINUE ON NEXT PAGE]

Sawyer Hotel Development LLC,
a Wisconsin limited liability company

By: [Signature]
Name: Robert Papke
Title: Sole Owner

[Signature]
Robert Papke, Guarantor

Florida
STATE OF WISCONSIN)
Palm Beach County) ss.

Personally appeared before me this 7 day of January, 2014, the above-named Robert Papke, Guarantor of Sawyer Hotel Development LLC, to me known to be the person who executed the foregoing agreement on behalf of said corporation and by its authority.

[Signature]
Name: Molly Arnold
Notary Public, State of Wisconsin Florida
My Commission expires: March 31, 2018

This instrument was drafted by
Atty. Raudall J. Nesbitt
Pinkert Law Firm LLP
454 Kentucky Street
Sturgeon Bay, WI 54235

