



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, FEBRUARY 4, 2020
7:00 P.M.
COUNCIL CHAMBERS, CITY HALL – 421 MICHIGAN ST
DAVID J. WARD, MAYOR**

1. Call to order.
 2. Pledge of Allegiance.
 3. Roll call.
 4. Adoption of agenda.
 5. Presentation re: Conceptual Design of West Waterfront Promenade.
 6. Public Comment.
 7. Consideration of the following bills: General Fund – \$294,450.76, Capital Fund - \$382,821.77, Cable TV - \$5,309.97, TID #2 - \$323.00, TID #4 - \$99,386.66 and Solid Waste Enterprise Fund - \$16,638.79 for a grand total of \$798,931.15. [roll call]
 8. CONSENT AGENDA
- * All items listed with an asterisk (*) are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests before the Adoption of the Agenda, in which event the item will be removed from the Consent Agenda and considered immediately following the consent agenda.
- * a. Approval of 1/21/20 regular Common Council minutes.
 - * b. Approval of the following minutes:
 1. Bicycle & Pedestrian Advisory Board – 1/6/20
 2. Finance/Purchasing & Building Committee – 1/14/20
 3. City Plan Commission – 1/15/20
 4. Joint Parks & Recreation Committee/Board – 1/22/20
 5. Parking & Traffic Committee – 1/27/20
 - * c. Place the following reports on file:
 1. Police Department Report – December 2019
 - * d. Consideration of: Approval of Beverage Operator Licenses.
 - * e. Parking & Traffic Committee recommendation re: Installing “No Overnight Parking” signs on the south side of W. Larch St between N. Lansing Ave. and N. Madison Ave. during the winter months.
 - * f. Finance/Purchasing & Building Committee recommendation re: That the City proceed to work with Robert W. Baird to refinance the \$3,315,000 TID #4 Taxable Note Anticipation Notes dated March 30, 2017 with General Obligation Refunding Bonds, split into a non-taxable issue in the amount of \$1,240,000 for a total bond issue in the amount of \$3,380,000.

- * g. Personnel Committee recommendation re: Approve the Post Employment Health Reimbursement Plan Changes to Employee Handbook.
- 9. Mayoral appointments.
- 10. Consideration of: Graham Park Development Agreement.
- 11. First reading of ordinance re: Repeal and recreate Section 27.12(3) and amending Section 20.09 of the Municipal Code – Sign Code.
- 12. Consideration of: Award of Contract for Project 2001 (E Walnut Drive Reconstruction Project.)
- 13. Consideration of: Shoreline Repairs for Sunset Park.
- 14. Resolution re: Celebrating the 100th Anniversary of the League of Women Voters.
- 15. Resolution Authorizing Adjustments to the 2020 General Fund Budget. [2/3 votes = 5 votes]
- 16. Finance/Purchasing & Building Committee recommendation re: Approve the Agreement for Assessment Services with Associated Appraisal Consultants through year 2023 and the Additional Scope of Services for the Interim Market Update Revaluation. [Non-budgeted = ¾ vote = 6 votes]
- 17. Resolution Providing for the Sale of Approximately \$2,140,000 General Obligation Refunding Bonds.
- 18. Resolution Providing for the Sale of Approximately \$1,240,000 Taxable General Obligation Refunding Bonds.
- 19. Joint Park & Recreation Committee/Board recommendation re: Accept the Rotary’s Little Lake Dock and Fishing Pavilion Proposal.
- 20. Update re: Green Tier Legacy Presentation. (Ald. Hayes)
- 21. Discussion re: Upcoming Six Months of Lake Levels. (Ald. Reeths)
- 22. Items to be Included on Future Agendas (New Business).
- 23. Committee Chairperson Reports:
 - a. City Plan Commission
 - b. Finance/Purchasing & Building Committee
 - c. Park & Recreation Committee
- 24. City Administrator report.
- 25. Mayor’s report.
- 26. Convene in closed session in accordance with the following exemption:

Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. 19.85(1)(e)

Discussion of: Development Agreement amendments with Sturgeon Bay with Sturgeon Bay Historical Society.

Move to reconvene in open session to take formal action upon preceding subjects of closed session, if appropriate; or to conduct discussion or give further consideration where the subject is not appropriate for closed session consideration. The Council may adjourn in closed session.

27. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 1-31-20

Time: 12:00pm

By: JM

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 02/04/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL FUND				
LIABILITIES				
04696	DOOR COUNTY TREASURER	ST WI DNR PILT 70.114	01-000-000-24310	728.95
14875	NWTC GREEN BAY	ST WI DNR PILT 70.114	01-000-000-24640	144.64
19610	RICHARD STUEWER	01/20 INS REIMBURSE/STUEWER	01-000-000-21530	324.66
19865	STURGEON BAY SCHOOL DISTRICT	ST WI DNR PILT 70.114	01-000-000-24610	1,794.18
TOTAL LIABILITIES				2,992.43
CITY HALL / FIRE & POLICE STN				
01761	ASSOCIATED TRUST COMPANY	GO REFND BONDS 12.30.13	01-000-920-70002	152.00
TOTAL CITY HALL / FIRE & POLICE STN				152.00
TOTAL GENERAL FUND				3,144.43
CITY COUNCIL				
03133	CELLCOM WISCONSIN RSA 10	12/19 3 ALDERS CELLPHONES	01-105-000-58999	115.76
TOTAL				115.76
TOTAL CITY COUNCIL				115.76
CITY CLERK-TREASURER				
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	POST IT/PENS/LABELS/TAPE	01-115-000-51950	67.13
USBANK	US BANK	GFOA CONF REG/CLARIZIO	01-115-000-55600	420.00
TOTAL				487.13
TOTAL CITY CLERK-TREASURER				487.13
ADMINISTRATION				
PULSE	PENINSULA PULSE	ADMIN ASST ADVERT	01-120-000-56650	110.70
USBANK	US BANK	FUEL	01-120-000-55600	23.57
TOTAL				134.27
TOTAL ADMINISTRATION				134.27
CITY ASSESSOR				
ASSO APP	ASSOCIATES APPRAISAL	2.4.20 CONTRACT	01-130-000-55010	1,333.33
TOTAL				1,333.33
TOTAL CITY ASSESSOR				1,333.33
BUILDING/ZONING CODE ENFORCEMENT				
USBANK	US BANK	12 STATE SEALS	01-140-000-52750	396.00

INVOICES DUE ON/BEFORE 02/04/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
USBANK		SHIPPING	01-140-000-52750	4.92
		TOTAL		400.92
		TOTAL BUILDING/ZONING CODE ENFORCEMT		400.92
MUNICIPAL SERVICES ADMIN.				
03133	CELLCOM WISCONSIN RSA 10	12/19 CHAD CELL SVC	01-145-000-58250	24.78
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	STORM MAP BINDER COVERS	01-145-000-51950	233.76
SPETZ	BRIAN SPETZ	ANNL WSL S DUES REIMB/SPETZ	01-145-000-56000	180.00
USBANK	US BANK	WI DSFS LIC RENEWAL/SPETZ	01-145-000-56000	69.36
USBANK		CONFERENCE REG/SPETZ	01-145-000-55600	295.00
		TOTAL		802.90
		TOTAL MUNICIPAL SERVICES ADMIN.		802.90
PUBLIC WORKS ADMINISTRATION				
03133	CELLCOM WISCONSIN RSA 10	12/19 STEVE CELL SVC	01-150-000-58250	31.77
03133		12/19 MIKE B CELL SVC	01-150-000-58250	51.35
03133		12/19 CELL SVC	01-150-000-58250	7.54
		TOTAL		90.66
		TOTAL PUBLIC WORKS ADMINISTRATION		90.66
CITY HALL				
03159	SPECTRUM	12/19 FIRE CABLE SVC	01-160-000-58999	134.24
19310	GALETON GLOVES INC	GLOVES	01-160-000-54999	431.42
19310		GLOVES	01-160-000-54999	44.50
23730	WFS	421 MICHIGAN ST-CITY HALL	01-160-000-56600	1,674.23
VIKING	VIKING ELECTRIC SUPPLY, INC	FLOOD LAMP	01-160-000-55300	11.37
WARNER	WARNER-WEXEL WHOLESALE &	CLEANING SUPPLIES	01-160-000-51850	39.54
		TOTAL		2,335.30
		TOTAL CITY HALL		2,335.30
INSURANCE				
MCCLONE	MCCLONE AGENCY, INC	20/21 CRIME POLICY	01-165-000-55450	1,570.00
MCCLONE		01/20 WORK COMP	01-165-000-58750	9,493.00
MCCLONE		01/20 GEN LIAB	01-165-000-56400	3,253.00
MCCLONE		01/20 POLICE LIAB	01-165-000-57150	1,350.00
MCCLONE		01/20 PUBLIC OFFICIAL LIAB	01-165-000-57400	1,235.00
MCCLONE		01/20 AUTO LIAB	01-165-000-55200	2,030.00
MCCLONE		01/20 AUTO PHY DAMAGE	01-165-000-55200	2,266.00
MCCLONE		02/20 WORK COMP	01-165-000-58750	9,491.00
MCCLONE		02/20 GEN LIAB	01-165-000-56400	3,253.00

INVOICES DUE ON/BEFORE 02/04/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
MCCLONE		02/20 POLICE LIAB	01-165-000-57150	1,350.00
MCCLONE		02/20 AUTO LIAB	01-165-000-55200	2,030.00
MCCLONE		02/20 AUTO PHY DAMAGE	01-165-000-55200	2,266.00
MCCLONE		02/20 PUBLIC OFFICIAL LIAB	01-165-000-57400	1,235.00
		TOTAL		40,822.00
		TOTAL INSURANCE		40,822.00

GENERAL EXPENDITURES

BOETTCOM	BOETTCHER COMMUNICATIONS	WEBSITE UPDATES	01-199-000-51100	391.08
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	8 CASES COPY PAPER	01-199-000-55650	271.92
USBANK	US BANK	30-18" REFLECTIVE CONES @13.90	01-199-000-55605	417.00
USBANK		SHIPPING CONES	01-199-000-55605	131.61
USBANK		2-3M SAFETY HARNESS	01-199-000-55605	227.86
		TOTAL		1,439.47
		TOTAL GENERAL EXPENDITURES		1,439.47

POLICE DEPARTMENT

15890	PACK AND SHIP PLUS	SHIP EVIDENCE 18-007660/CJP	01-200-000-57250	11.58
19959	SUPERIOR CHEMICAL CORP	ZONE DEFENSE/SOAPY HANDS	01-200-000-51950	205.55
22800	WALMART COMMUNITY	COMPUTER SPEAKERS	01-200-000-51950	12.88
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	ASSORTED OFFICE SUPPLIES	01-200-000-51950	97.49
SIRSPEED	SIR SPEEDY	#10 REGULAR SBPD ENVELOPES	01-200-000-51600	168.25
SIRSPEED		#10 WINDOW SBPD ENVELOPES	01-200-000-51600	199.76
USBANK	US BANK	6 MOS PUBLISHER EXTRA SUBSCRPT	01-200-000-51600	54.90
USBANK		MEAL EXPNSE	01-200-000-55600	17.62
USBANK		AIRFARE-VEHICLE PICKUP/PORTER	01-200-000-55600	119.00
USBANK		WLEEDA CONF REG REFND	01-200-000-55600	-250.00
USBANK		MISC EQUIP FORENSIC LAB	01-200-000-55500	58.80
		TOTAL		695.83
		TOTAL POLICE DEPARTMENT		695.83

POLICE DEPARTMENT/PATROL

01550	BF AMOCO	FUEL CHARGES	01-215-000-51650	27.51
01550		FUEL CHARGES	01-215-000-51650	118.95
01766	AURORA MEDICAL GROUP	DRUG SCREEN/CSO IVERSON	01-215-000-57100	116.00
04696	DOOR COUNTY TREASURER	12/19 FUEL	01-215-000-51650	3,153.56
23640	WISCONSIN DEPT OF JUSTICE	3-TIME ACCESS CHARGE	01-215-000-58999	150.00
23640		22-OFFICER SUPPORT CHARGE	01-215-000-58999	264.00
ADVANTAG	ADVANTAGE POLICE SUPPLY, INC	TACTICAL VEST-ACCESSORIES	01-215-000-52900	1,049.44
GANDER	LOUIS GANDER	WORK BOOT REIMB/GANDER	01-215-000-52900	100.00
GLOBALRE	GLOBAL RECOGNITION, INC	RETIREMENT PLAQUE	01-215-000-54999	104.88
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	JEEP CHER MAINTENANCE	01-215-000-58600	977.55
JIM FORD		2013 FORD EXPLR MAINT/BRNKMN	01-215-000-58600	557.51
USBANK	US BANK	WORK BOOT/HOUGAARD	01-215-000-52900	96.26

INVOICES DUE ON/BEFORE 02/04/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
USBANK		HOTEL DEP/HENRY	01-215-000-55600	82.00
USBANK		WI COMMAND COLL RETAINER/HNRY	01-215-000-55600	150.00
USBANK		WEBSITE MAINTENANCE	01-215-000-58999	5.46
USBANK		WLEEEA CONF REG/SHEW	01-215-000-55600	275.00
USBANK		WLEEEA CONF REG/COYHIS	01-215-000-55600	275.00
USBANK		CONFER REG	01-215-000-55600	550.00
USBANK		CREDIT CONF REG	01-215-000-55600	-550.00
USBANK		FUEL	01-215-000-51650	30.63
USBANK		PHONE CASE/PORTER	01-215-000-58250	31.64
USBANK		FUEL	01-215-000-51650	52.02
USBANK		FUEL	01-215-000-51650	44.65
USBANK		FUEL	01-215-000-51650	38.03
USBANK		FUEL	01-215-000-51650	33.85
USBANK		FUEL	01-215-000-51650	29.00
USBANK		ICLOUD STORAGE	01-215-000-58250	0.99
USBANK		SEMINAR REG/CSO TLACHAC	01-215-000-55600	80.00
		TOTAL		7,843.93
		TOTAL POLICE DEPARTMENT/PATROL		7,843.93
POLICE DEPT. / INVESTIGATIONS				
06650	GALLS, AN ARAMARK COMPANY	2 RIFLE CASES/2 LOCKING FORKS	01-225-000-57950	232.60
USBANK	US BANK	UNIFORM ALLOW/HENRY	01-225-000-52900	73.85
USBANK		DRONE REMOTE & CHARGER	01-225-000-57950	4,286.00
USBANK		DRONE REG/MAVIC 2 ENTRPRISE	01-225-000-57950	5.00
USBANK		CALLYP SYSTEM PRO/4 LINES 12MO	01-225-000-57950	3,970.00
		TOTAL		8,567.45
		TOTAL POLICE DEPT. / INVESTIGATIONS		8,567.45
FIRE DEPARTMENT				
04696	DOOR COUNTY TREASURER	12/19 FUEL	01-250-000-51650	1,110.49
16352	PENFLEX, INC	LOSA SERVICES	01-250-000-50377	1,000.00
21472	UBS FINANCIAL SERVICES INC.	LOSA	01-250-000-50377	2,300.00
DINGES	DINGES FIRE COMPANY	CHAIN PACK/JAWS	01-250-000-51350	1,555.32
USBANK	US BANK	UNIFORM WRITT/MA SMITH	01-250-000-52900	50.99
USBANK		UNIFORM WRITT/MA SMITH	01-250-000-52900	254.15
USBANK		DATA FIRSTNET	01-250-000-58250	260.64
USBANK		UNIFORM BOOTS	01-250-000-52900	242.10
USBANK		LIGHT	01-250-000-52900	122.39
USBANK		YEAR RECORD BOOK	01-250-000-51950	45.30
USBANK		2020 FDIC CONF REG	01-250-000-55600	2,508.00
USBANK		PUMP PARTS/M1	01-250-000-53000	627.13
USBANK		UNIFORM BOOTS	01-250-000-52900	298.55
USBANK		GAS METER DOCK	01-250-000-52700	653.97
USBANK		WATEROUS TRNING/GULLEY/WAUTIER	01-250-000-55600	600.00
WARNER	WARNER-WEXEL WHOLESALE &	CLEANING SUPPLIES	01-250-000-54999	79.74
		TOTAL		11,708.77
		TOTAL FIRE DEPARTMENT		11,708.77

INVOICES DUE ON/BEFORE 02/04/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
STORM SEWERS				
USBANK	US BANK	2 MULTIGAS TEST METERS	01-300-000-54999	1,238.00
		TOTAL		1,238.00
		TOTAL STORM SEWERS		1,238.00
SOLID WASTE MGMT/SPRING/FALL				
ADVANCED	ADVANCED DISPOSAL	2 NO RIM TIRES	01-311-000-58400	10.00
		TOTAL		10.00
		TOTAL SOLID WASTE MGMT/SPRING/FALL		10.00
ROADWAYS/STREETS				
USBANK	US BANK	2 MAILBOXES	01-400-000-54999	39.60
		TOTAL		39.60
		TOTAL ROADWAYS/STREETS		39.60
SNOW REMOVAL				
SNOW REMOVAL				
13825	MORTON SALT	428,160 LBS ROAD SALT	01-410-000-52400	14,670.90
		TOTAL SNOW REMOVAL		14,670.90
		TOTAL SNOW REMOVAL		14,670.90
STREET SIGNS AND MARKINGS				
06012	FASTENAL COMPANY	108 D BATTERIES	01-420-000-52550	125.28
		TOTAL		125.28
		TOTAL STREET SIGNS AND MARKINGS		125.28
STREET MACHINERY				
02835	BROOKS TRACTOR, INC	2 FENDERS @ 276.23 EA	01-450-000-53000	552.46
04545	DOOR COUNTY COOPERATIVE/NAPA	CHAMBER/CLEVIS ASSMBLY	01-450-000-52150	60.04
04545		CS GREASE/PWR SVC DSL	01-450-000-52150	110.03
04545		CHAMBER/CLEVIS ASSMBLY	01-450-000-52150	60.04
04545		WIPER/FUSE HOLDER	01-450-000-52150	19.08
04545		BUTANE FUEL/SUPPLY PART	01-450-000-52150	19.98
04696	DOOR COUNTY TREASURER	12/19 433.08 G FUEL	01-450-000-51650	998.25
04696		12/19 2069.45G DSL FUEL	01-450-000-51650	5,755.15
06012	FASTENAL COMPANY	TORCH TIPS	01-450-000-52150	22.04
06012		BOLTS	01-450-000-52150	27.50
11545	MAPLE STREET SIGN CO.	PROVIDE/INSTALL GRAPHICS	01-450-000-54999	373.56

INVOICES DUE ON/BEFORE 02/04/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
13655	MONROE TRUCK EQUIPMENT, INC	HYDRAULIC PUMP	01-450-000-53000	958.55
13655		SHIPPING	01-450-000-53000	5.00
13655		CENTER MOUNT BRACKET	01-450-000-52150	38.00
13655		CAB PROTECTOR	01-450-000-52150	212.00
13655		RACK MOUNTING HARDWARE	01-450-000-52150	96.00
13655		RATCHET TIE DOWN	01-450-000-52150	26.29
13655		FLOODLIGHT	01-450-000-53000	55.80
18945	S & R TRUCK CENTER, INC	TRANSMISSION REPAIR	01-450-000-53000	462.00
19297	SHORE TO SHORE RENTAL, INC	WELDER WIRE	01-450-000-51400	38.95
ADVAUTO	GENERAL PARTS DISTRIBTION LLC	TOWELS/COMPOUND	01-450-000-52150	19.30
APPLY MS	APPLIED MSS	ELECTRICAL PINS & CONNECTOR	01-450-000-53000	214.64
EH WULF	E.H. WOLF & SONS, INC.	35 GAL 10W30 ENGENE OIL @ 10.43	01-450-000-53000	365.05
EH WULF		80 GAL 15W40 ENGENE OIL @ 10.14	01-450-000-53000	811.20
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	5-PIN RELAY	01-450-000-53000	10.99
USBANK	US BANK	TOW #33 TRCK TO S&R FOR REPAIR	01-450-000-58600	425.00
		TOTAL		11,736.90
		TOTAL STREET MACHINERY		11,736.90
CITY GARAGE				
01766	AURORA MEDICAL GROUP	DOT TESTING/DAVIS	01-460-000-57100	75.00
06012	FASTENAL COMPANY	HARDWARE	01-460-000-54999	17.50
PULSE	PENINSULA PULSE	DPW ADVERT	01-460-000-54999	110.70
		TOTAL		203.20
		TOTAL CITY GARAGE		203.20
PARK & RECREATION ADMIN				
03133	CELLCOM WISCONSIN RSA 10	12/19 MIKE B CELL SVC	01-500-000-58250	51.35
03133		12/19 CELL SVC	01-500-000-58250	7.55
03133		12/19 CELL SVC	01-500-000-58250	24.78
17700	QUILL CORPORATION	MESH OFFICE CUBE	01-500-000-51950	54.71
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	CT PAPER/PENCILS	01-500-000-51950	94.80
INFOSEND	INFOSEND, INC	FALL NEWSLETTER	01-500-000-57450	719.63
USBANK	US BANK	BIRD CITY MEMBRSHIP FEE	01-500-000-56000	125.00
		TOTAL		1,077.82
		TOTAL PARK & RECREATION ADMIN		1,077.82
PARKS AND PLAYGROUNDS				
04696	DOOR COUNTY TREASURER	12/19 286.48G FUEL	01-510-000-51650	660.34
04696		12/19 26.07G DSL FUEL	01-510-000-51650	72.50
USBANK	US BANK	25 PACK LED BULBS	01-510-000-54999	139.99
USBANK		20 PACK LED BULBS	01-510-000-54999	114.00
USBANK		MOTION SENSING LIGHT SWITCH	01-510-000-54999	31.63
USBANK		25 PACK LED BULBS	01-510-000-54999	152.57
WARNER	WARNER-WEXEL WHOLESALE &	KITCHEN TOWELS	01-510-000-51850	22.89

INVOICES DUE ON/BEFORE 02/04/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
WARNER		TOWEL DISPENSER	01-510-000-51850	28.89
WARNER		6 JUMBO TISSUE @ 31.14	01-510-000-51850	186.84
WARNER		4 HARDWOOD TOWELS @ 23.18	01-510-000-51850	92.72
WARNER		6 TRASH CAN LINERS @ 27.29	01-510-000-51850	163.74
TOTAL				1,666.11
TOTAL PARKS AND PLAYGROUNDS				1,666.11
BALLFIELDS				
USBANK	US BANK	20 LED TUBES/MEM FLD	01-520-000-54999	131.95
TOTAL BALLFIELDS				131.95
TOTAL BALLFIELDS				131.95
EMPLOYEE BENEFITS				
ERC	ERC INC	1ST QTR 2020 EAP SVC	01-600-000-56553	712.50
HUMANA	HRI	GO360 REWARDS	01-600-000-50550	165.00
TOTAL				877.50
TOTAL EMPLOYEE BENEFITS				877.50
PUBLIC FACILITIES				
04696	DOOR COUNTY TREASURER	4TH QTR MAINTENANCE COSTS	01-700-000-56850	24,973.32
TOTAL				24,973.32
TOTAL PUBLIC FACILITIES				24,973.32
TOTAL GENERAL FUND				136,672.73
CAPITAL FUND				
PATROL				
02844	BRUCE MUNICIPAL EQUIPMENT INC	TRADE IN TRACKLESS MT5	10-000-000-48100	-2,500.00
EIS	EIS IMPLEMENT INC	TRADE IN FORD 6640	10-000-000-48100	-5,000.00
EIS		TRADE IN NEW HOLLAND TL-90	10-000-000-48100	-15,000.00
QUALITY	QUALITY TRUCK CARE CENTER INC	2001 STERLING TRADE IN	10-000-000-48100	-15,000.00
TOTAL REVENUE				-37,500.00
TOTAL PATROL				-37,500.00
POLICE DEPARTMENT				
USBANK	US BANK	2013 FORD EXPLORE PURCHASE	10-200-000-59035	2,380.00

INVOICES DUE ON/BEFORE 02/04/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAPITAL FUND				
TOTAL				2,380.00
TOTAL POLICE DEPARTMENT				2,380.00
STORM SEWERS				
EXPENSE				
SWIDERSK	SWIDERSKI EQUIPMENT, INC	BOBCAT PLATE COMPACTOR	10-300-000-59115	5,375.00
TOTAL EXPENSE				5,375.00
TOTAL STORM SEWERS				5,375.00
ROADWAYS/STREETS				
ROADWAYS/STREETS				
EIS	EIS IMPLEMENT INC	JOHN DEER TRACTOR W/FLAIL MOW	10-400-000-59065	83,231.00
QUALITY	QUALITY TRUCK CARE CENTER INC	2020 WESTERN STAR PLOW TRUCK	10-400-000-59060	182,242.50
QUALITY		DMV FEES	10-400-000-59060	169.50
TOTAL ROADWAYS/STREETS				265,643.00
TOTAL ROADWAYS/STREETS				265,643.00
SNOW REMOVAL				
02844	BRUCE MUNICIPAL EQUIPMENT INC	TRACKLESS W/LOADING SHOOT	10-410-000-59065	144,274.00
TOTAL				144,274.00
TOTAL SNOW REMOVAL				144,274.00
MUNICIPAL DOCKS				
EXPENSE				
USBANK	US BANK	PRESSURE WASHER	10-550-000-59075	1,250.00
USBANK		HOSE	10-550-000-59075	46.00
USBANK		SWIVEL	10-550-000-59075	8.50
USBANK		HOSE REEL	10-550-000-59075	188.00
USBANK		SHIPPING	10-550-000-59075	123.00
USBANK		CANADIAN TO US FUNDS CONVERSN	10-550-000-59075	-353.23
TOTAL EXPENSE				1,262.27
TOTAL MUNICIPAL DOCKS				1,262.27
COMMUNITY & ECONOMIC DEVLPMT				
VANDEW	VANDEWALLE & ASSOCIATES, INC	COMP PLAN SVC THRU 9.20.19	10-900-000-59999	1,387.50
TOTAL				1,387.50
TOTAL COMMUNITY & ECONOMIC DEVLPMT				1,387.50
TOTAL CAPITAL FUND				382,821.77

INVOICES DUE ON/BEFORE 02/04/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
MANN	MANN COMMUNICATIONS, LLC	01/20 CONTRACT ADJUSTMENT	21-000-000-55015	104.13
MANN		2.4.20 CONTRACT	21-000-000-55015	5,205.84
TOTAL CABLE TV / GENERAL				5,309.97
TOTAL CABLE TV / GENERAL				5,309.97
TOTAL CABLE TV				5,309.97
TID #2 DISTRICT				
TID DISTRICT #2				
TID #2 A AREA BONDS - CITY				
01761	ASSOCIATED TRUST COMPANY	GO REFND BONDS 12.30.13	25-320-930-70002	52.25
TOTAL TID #2 A AREA BONDS - CITY				52.25
TID #2 A AREA BONDS - DVL				
01761	ASSOCIATED TRUST COMPANY	GO REFND BONDS 12.30.13	25-320-931-70002	142.50
TOTAL TID #2 A AREA BONDS - DVL				142.50
T2 ROAD PROJECTS				
01761	ASSOCIATED TRUST COMPANY	GO REFND BONDS 12.30.13	25-320-932-70002	128.25
TOTAL T2 ROAD PROJECTS				128.25
TOTAL TID DISTRICT #2				323.00
TOTAL TID #2 DISTRICT				323.00
TID #4 DISTRICT				
TID #4 DISTRICT				
TID #4 DISTRICT				
BAYLOFTS	WISCONSIN MANAGEMENT CO	2019 TAX INCREMENT REIMBURSE	28-340-000-55001	99,386.86
TOTAL TID #4 DISTRICT				99,386.86
TOTAL TID #4 DISTRICT				99,386.86
TOTAL TID #4 DISTRICT				99,386.86
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
02005	BAY ELECTRONICS, INC.	DAMAGED CABLE REPAIR #39	60-000-000-56250	157.50
04603	HALRON LUBRICANTS INC	USED OIL PICKUP 125 GAL	60-000-000-52050	18.75
04696	DOOR COUNTY TREASURER	12/19 738.88 G DSL FUEL	60-000-000-51650	2,054.82
ADVANCED	ADVANCED DISPOSAL	213.73 TN GARBAGE	60-000-000-58300	13,362.38
ADVANCED		62.16 TN RECYCLING	60-000-000-58350	901.37
JX ENT	JX ENTERPRISES, INC.	SHOCK ABSORBER 2 @ 63.99	60-000-000-53000	127.98
JX ENT		PLUNGER	60-000-000-53000	15.99
TOTAL SOLID WASTE ENTERPRISE FUND				16,638.79

INVOICES DUE ON/BEFORE 02/04/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

	SOLID WASTE ENTERPRISE			
	SOLID WASTE ENTERPRISE FUND			
	SOLID WASTE ENTERPRISE FUND			
		TOTAL SOLID WASTE ENTERPRISE FUND		16,638.79
		TOTAL SOLID WASTE ENTERPRISE		16,638.79
		TOTAL ALL FUNDS		641,153.12

MANUAL CHECKS

EFT GROUP INSURANCE 01/16/20 Check # 86372 01/20 Health Insurance Various Departmental Accounts	\$144,217.82
SOUTHERN DOOR SCHOOLS 01/20/20 Check #86373 November Mobile Home Tax Payment 01-000-000-41300	\$207.12
STURGEON BAY SCHOOLS 01/20/20 Check #84602 November Mobile Home Tax Payment 01-000-000-41300	\$3,412.20
SOUTHERN DOOR SCHOOLS 01/20/20 Check #86375 December Mobile Home Tax Payment 01-000-000-41300	\$207.12
STURGEON BAY SCHOOLS 01/20/20 Check #86376 December Mobile Home Tax Payment 01-000-000-41300	\$3,804.86
SECURIAN FINANCIAL GROUP 01/20/20 Check # 86377 February Life Insurance 01-600-000-50552	\$2,056.85
EBC CORP 01/20/20 Check # 86378 January HRA/FSA Fees 01-600-000-50510	\$182.50
SUN LIFE FINANCIAL 01/20/20 Check # 86379 February Short and Long Term Disability 01-000-000-21545	\$1,904.78

SUPERIOR VISION INSURANCE \$823.99
01/20/20
Check # 86380
January Vision Insurance
01-000-000-21540

PITNEY BOWES \$126.50
01/23/20
Check # 86464
Postage Meter Rental
01-199-000-57250

SUPERIOR VISION INSURANCE \$834.29
01/23/20
Check # 86465
February Vision Insurance
01-000-000-21540

TOTAL MANUAL CHECKS \$ 157,778.03

INVOICES DUE ON/BEFORE 02/04/2020

VENDOR # NAME ITEM DESCRIPTION ACCOUNT # AMOUNT DUE

SUMMARY OF FUNDS:

GENERAL FUND	136,672.73	294,450.76
CAPITAL FUND	382,821.77	
CABLE TV	5,309.97	
TID #2 DISTRICT	323.00	
TID #4 DISTRICT	99,386.86	
SOLID WASTE ENTERPRISE	16,638.79	
TOTAL --- ALL FUNDS	641,153.12	798,931.15

Helen Bacon 1/28/2020
Sent Wm... 1/28/2020
John White 1/28/2020

COMMON COUNCIL
January 21, 2020

A regular meeting of the Common Council was called to order at 7:00 pm by Council President Williams. The Pledge of Allegiance was recited. Roll call: Bacon, Hayes, Williams, Avenson, Nault, Wiederanders and Reeths were present.

Wiederanders/Avenson to adopt agenda moving items 8g and 8i to the regular agenda. Carried.

City Administrator VanLieshout recognized retiring Department of Public Works employee Tom Delchambre for his years of service.

Scott Moore, 947 Pennsylvania Street spoke during public comment.

Bacon/Wiederanders to approve following bills: General Fund - \$4,628,072.63, Capital Fund - \$118,782.19, Cable TV - \$67.77, and Solid Waste Enterprise Fund - \$2,798.61 for a grand total of \$4,749,721.20. Roll call: All voted aye. Carried.

Reeths/Nault to approve consent agenda:

- a. Approval of 1/7/20 regular Common Council minutes.
- b. Approval of the following minutes:
 1. Aesthetic Design & Site Plan Review Board – 12/9/19
 2. Finance/Purchasing & Building Committee – 12/31/19
 3. Community Protection & Services Committee – 1/2/20
 4. Board of Public Works – 1/7/20
- c. Place the following reports on file:
 1. Fire Department Report – December 2019
 2. Inspection Department Report – December 2019
- d. Consideration of: Beverage Operator license.
- e. Finance/Purchasing & Building Committee recommendation re: Approve the purchase of one 2020 Forde Explorer Police Interceptor squad from Jim Olson Ford, Lincoln in the amount of \$33,339.00 plus DMV fees.
- f. Finance/Purchasing & Building Committee recommendation re: Approve the sole source purchase of a 2020 trackless MT7 with optional telescoping truck loading chute, and trade in a 2000 trackless valued at \$2,500 for a total cost not to exceed \$141,774.
- g. ~~Community Protection & Services Committee recommendation re: Approve change of hours for City Compost Site and establish proof of residency requirement. Moved to regular agenda.~~
- h. Finance/Purchasing & Building Committee recommendation re: Approve the price adjustment for the purchase of a 2019 John Deere 2090M with rear and side Tiger flail mowers from EIS Implement in the amount not to exceed \$63,231.
- i. ~~Finance/Purchasing & Building Committee recommendation re: Approve the agreement with Sturgeon Bay Visitor Center for Graham Park Improvements. Moved to regular agenda.~~
- j. Community Protection & Services Committee recommendation re: Repeal and recreate Section 27.12(3) and to amend Section 27.09 of the Municipal Code – Sign Code.

Carried.

RECOMMENDATION

We, the Community Protection & Services Committee, hereby recommend to approve the following hours for the City Compost Site, with flexibility for change:

- Spring and Fall hours (March 15 – May 14 and October 1 – December 15): 7:00 am-3:00 pm Monday, Tuesday, Thursday and Friday; 10:00 am – 6:00 pm Wednesday; 8:00 am – 2:00 pm Saturday and Sunday.
- Summer hours (May 15 – October 1): 8:00 am-4:30 pm Monday thru Friday;, with two of these days to have hours of 10:00 am-6:00 pm to be determined; 8:00 am-2:00 pm Saturday and Sunday.

Approve adding a monthly fee of \$2.00 to the current solid waste fee; and allowing use of a driver's license as proof of residency. If a driver's license does not match a City property address, then a form of utility bill with suffice as validation.

COMMUNITY PROTECTION & SERVICES COMMITTEE

By: Dan Williams, Chr.

Introduced by Williams. Avenson/Hayes to adopt. Discussion took place regarding the hours and winter hours. Hayes/Avenson to amend the motion to add "with additional hours to be determined by the Municipal Services Director after a significant storm event." Carried. Vote taken on the original motion as amended. Carried with Nault voting no.

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the agreement with Sturgeon Bay Visitor Center for Graham Park Improvements.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

Introduced by Bacon. Discussion took place regarding the agreement, the license to SBVC and the list of contractors that would be working on the project. Further discussion took place regarding the water feature, maintenance of the park, deadlines, and what the donation covered. Avenson/Hayes to direct staff to look into the contract in more details and specifically address the following:

- Defining the maintenance of Graham Park (through Friends of the Park) and the maintenance of the water feature (for the time period of what they believed to be five years) through Sterling Landscape.
- Get an estimate from Sterling Landscape on the maintenance cost of the water feature for the future.
- Start time and deadlines included in the contract.
- Whether the exhibit included in the contract is a concept plan or the actual plan.
- What does \$300,000 cover?
- Sterling Landscape needs to be identified in the contract.
- Plant list, bench list, game(s) list, water feature (list of all what is in the plan)
- Change the name from SBVC to Destination Sturgeon Bay.

Carried with Nault voting no.

There were no mayoral appointments.

Williams/Avenson to read in title only and adopt the second reading of ordinance creating Section 12.09 of the Municipal Code – Cold Tar Sealant Products. Carried.

City Administrator VanLieshout introduced a compensation adjustment for Mann Communications for the 2020 contract year. Reeths/Nault to approve the compensation adjustment of \$1,250 for 2020 for Mann Communications. Carried.

Community Development Director Olejniczak summarized the request for Privilege in the Street for entry stoop for Shirley Weese-Young. Hayes/Avenson to approve the request for privilege in the street for Shirley Weese-Young subject to the following: 1. The grantee shall pay attorney fees and recording fees for the drafting and recording of the formal privilege in the street documents. 2. A temporary wooden ramp/stoop may be erected and used until no later than July 1, 2020. Thereafter, the ramp/stoop shall match the submitted design. Carried.

The following items were requested for future agendas: (Avenson) CPS –Request that the CPS Committee strengthen guidelines regarding external lighting of signs; (Hayes) CC – Update on Green Tier Legacy Presentation. (Reeths) CC – Discussion re: Upcoming six months of lake levels.

The City Administrator gave an update on the Development Agreement with Sturgeon Bay Historical Society and an update on the Ad Hoc West Waterfront Planning Committee recommendations.

Personnel Committee Chair Williams, Parking & Traffic Committee Chair Avenson, Community Protection & Services Committee Chair Williams and Utility Commission member Nault presented reports for their respective committees/commissions.

City Administrator VanLieshout gave his report.

There was no Mayoral report.

Respectfully submitted,



Stephanie L. Reinhardt
City Clerk/HR Director

**Bicycle and Pedestrian Advisory Board Meeting Minutes
Monday, January 6, 2020**

The Bicycle and Pedestrian Advisory Board meeting was called to order at 1:35 p.m. by Chairperson Kelly Avenson in 1st Floor Community Room, City Hall, 421 Michigan Street.

Roll Call: Members Chairperson Kelly Avenson, Vice-Chairperson Chris Sullivan-Robinson, Mark Smullen, and Matt Young were present. Excused was Becky Kerwin. Also present was Mike Barker and Police Assistant Candy Jeanquart.

Adoption of agenda: Item #5 was cancelled. Item #7 will be discussed first. Moved by Mr. Sullivan-Robinson, Seconded by Mr. Smullen to adopt the following agenda:

1. Roll call.
 2. Approval of agenda.
 3. Approval of minutes from November 4, 2019.
 4. Public comment
 5. Updates of: County Bicycle Committee (Becky Kerwin)
 6. Consideration of: Pedestrian Yearly Calendar (Kelly Avenson)
 7. Consideration of: Path from 9th Avenue to 9th Court – Bill Hill (Matt Young)
 8. Future agenda items
 9. Adjourn
- All in favor. Carried.

Approval of minutes from November 4, 2019: Moved by Mr. Young, Seconded by Mr. Smullen to approve the minutes from November 4, 2019. **All in favor. Carried.**

Public comment on non-agenda items: No comment.

Consideration of: Path from 9th Avenue to 9th Court – Bill Hill (Matt Young): Mr. Young stated the pedestrian path by the Big Hill Apartments is a dead end and would like to see the path extended instead of walking on the grass. Mr. Sullivan-Robinson suggested a 5-6-foot gravel path since the majority of the time it's utilized is during summer.

Motion by Matt Young to recommend to Joint Park and Recreation Committee/Board to put a path from 9th Avenue to 9th Court to connect to Big Hill. Seconded by Mr. Sullivan-Robinson. All in favor, carried.

Consideration of: Pedestrian Yearly Calendar (Kelly Avenson): Ms. Avenson suggested gathering bicycle and pedestrian ideas and events to create a calendar for social media. Ms. Avenson will work with a couple of the committee members to get the calendar set up and present at the next meeting. Some ideas were: National Ride with Mom on Mother's Day, Ride with the Mayor Day, Spinner Group, bike swap, Bike Rodeo with a bike giveaway, bike tune up day before summer, and a booth at the Farmers Market.

Future agenda items:

- Updates of: County Bicycle Committee (Becky Kerwin)
- Consideration of: Pedestrian Yearly Calendar (Kelly Avenson)
- Consideration of: Bike Rodeo
- Consideration of: Ordinance of Riding on Sidewalks
- Consideration of: Cities Bike and Pedestrian Maps

Move to adjourn. All in favor. Carried. Meeting adjourned at 2:15 p.m.

Respectfully submitted,

Candy Jeanquart

Candy Jeanquart
Police Assistant

FINANCE/PURCHASING & BUILDING COMMITTEE
January 14, 2020

A meeting of the Finance/Purchasing & Building Committee was called to order at 4:00 pm by Chairperson Bacon in the Council Chambers, City Hall. Roll call: Alderpersons Bacon, Wiederanders and Williams were present. Also present: City Administrator VanLieshout, Finance Director/City Treasurer Clarizio, Community Development Director Olejniczak, Municipal Services Director Barker, Sturgeon Bay Visitor Center Executive Director Pam Seiler and Receptionist Metzger.

A motion was made by Alderperson Williams, seconded by Alderperson Wiederanders to adopt the following agenda by moving item 6 to item 4.

1. Roll call.
2. Adoption of agenda.
3. Public comment on agenda items and other issues related to finance & purchasing.
4. Consideration of: Agreement for Assessment Services with Associated appraisal Consultants Including Interim Market Update Revaluation for Property Assessments and Budget Amendment.
5. Consideration of: Price Adjustment for a 2019 John Deere 5090M.4x2 with Rear and side Flail Mower.
6. Consideration of: Agreement with Sturgeon Bay Visitor Center for Graham Park Improvements.
7. Review bills
8. Adjourn.

Carried.

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

Consideration of: Agreement with Sturgeon Bay Visitor Center for Graham Park Improvements.

City Administrator VanLieshout stated in November 2019 the Sturgeon Bay Visitor Center presented a proposal for an improvement project to Graham Park. The project will utilize private donor funds and was approved by the Common Council and Park and Recreation Board. He stated that this agreement was put together to define the roles of both the City and SBVC. SBVC Executive Director Pam Seiler stated that all parties have reviewed the agreement including the contractor Sterling Landscape Services. The estimated completion date of the project is Memorial weekend 2021.

Moved by Alderperson Bacon, seconded by Alderperson Wiederanders to recommend to Common Council to approve the agreement with the Sturgeon Bay Visitor Center for Graham Park Improvements. Carried.

Consideration of: Agreement for Assessment Services with Associated Appraisal Consultants including Interim Market Update Revaluation for Property Assessments and Budget Amendment.

City Administrator VanLieshout explained that the cause to look at doing a revaluation at this time was triggered by a number of litigations concerning the values of commercial real estate and the property owners trying to utilize the dark store loophole as a means to reduce their tax levies. The litigation between the City and Stone Harbor Conference Center, the Judge cited as one reason for his ruling in favor of Stone Harbor, is that a revelation has not taken place since 2004. Mr. VanLieshout stated that the guideline for a revaluation is whether you're within 10% of your estimated fair market value or equalized value as determined by the State. The City has annually set funds aside for a full revaluation which could cost \$250,000. The City's assessor Associated Appraisal has offered to provide an Interim Market Update Revaluation for 2020 in the amount of \$93,000. Because this is unbudgeted the Council will need to pass a budget amendment which requires a $\frac{3}{4}$ vote. Community Development Director Olejniczak explained that an Interim Market Update Revaluation is recommended when there are good property records. The City's records are computerized, modern air photos and a strong Building Inspection Department. He stated that this about adjusting property ratios so that everyone is assessed with the same ratio. Mr. Olejniczak explained that in addition to providing the Interim Market Update

Revaluation services the annual maintenance contract with Associated Appraisals ends at the end of 2020. Associated Appraisals is requesting to extend their current contract with the City for additional 3 years thru 2023 with an annual cost of \$33,000, this is an increase of \$1,000 over the current contract.

Moved by Alderperson Wiederanders, seconded by Alderperson Williams to recommend to Common Council to approve the Agreement for Assessment Services with Associated Appraisal Consultants through year 2023 and the Additional Scope of Services for the Interim Market Update Revaluation. Carried.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to forward to Common Council a budget amendment resolution to increase the 2020 General Fund budget in an amount of \$93,000 for the Interim Market Update Revaluation for Property Assessments. Carried.

Consideration of: Price Adjustment for a 2019 John Deere 5090M, 4x2 with Rear and Side Flail Mower:

Municipal Services Director Barker explained that in May 2019 EIS Implement was awarded a bid in the amount of \$43,231 for a John Deere tractor purchase. The tractor was recently delivered, however, the invoice was priced \$20,000 higher than the bid award. Mr. Barker stated that after meeting with EIS Implement it was discovered the company transferred their bid price to the City's bid document on the price line and then deducted the trade-in which resulted in the \$20,000 error. He stated that EIS Implement was the only bidder and that the budgeted amount for the tractor was \$79,100, even with the \$20,000 error the adjusted price of the tractor in the amount of \$63,231 is still under budget.

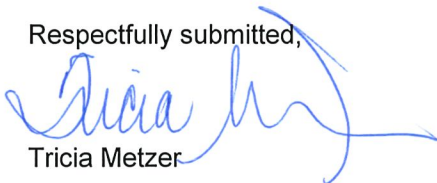
Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to approve the price adjustment for the purchase of a 2019 John Deere 2090M with rear and side Tiger flail mowers from EIS Implement in an amount not to exceed \$63,231. Carried.

Review bills

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

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to adjourn. Carried. The meeting 4:40pm.

Respectfully submitted,



Tricia Metzger

CITY PLAN COMMISSION
Wednesday, January 15, 2020

A meeting of the City Plan Commission was called to order at 6:02 p.m. by Chairperson David Ward in the Council Chambers, City Hall, 421 Michigan Street.

Roll Call: Members Debbie Kiedrowski, Jeff Norland, David Ward, Dennis Statz, Mark Holey, and Kirsten Reeths were present. Absent: Member David Hayes. Also present were Alderperson Gary Nault, City Administrator Josh Van Lieshout, Community Development Director Marty Olejniczak, Planner/Zoning Administrator Chris Sullivan-Robinson, Community Development Secretary Cheryl Nault, and several members of the public.

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

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from December 18, 2019.
4. Planned Unit Development for (PUD) for Jeff Jahnke (Cherryland Properties) to develop a mixed-use building, located at 145 S. Neenah Avenue.
Presentation:
Public Hearing:
Consideration of:
5. Consideration of: Tourist Rooming House regulations.
6. Comprehensive Plan Update.
7. Public comment on non-agenda Plan Commission related items.
8. Adjourn.

All ayes. Carried.

Approval of minutes from December 18, 2019: Moved by Mr. Holey, seconded by Mr. Norland to approve the minutes from December 18, 2019. All ayes. Carried.

Planned Unit Development for (PUD) for Jeff Jahnke (Cherryland Properties) to develop a mixed-use building, located at 145 S. Neenah Avenue:

Presentation: Jeff Jahnke, 1107 Twin Harbor Dr., Winneconne, WI, stated that he is the owner of the property at 145 S. Neenah Avenue. He also owns other parcels in the City.

Mr. Jahnke had presented plans to the Plan Commission last July and since then he was told by the American Transmission Company (ATC) that his plans had to be revised due to existing transmission lines. The revised plan includes a duplex with an office space. Both apartments would contain three bedrooms, with attached garages. The office space would be located on the lower level.

Dan Meissner, architect for the project, was then introduced by Mr. Jahnke.

Mr. Olejniczak stated that a Planned Unit Development (PUD) is a special zoning district, with an underlying zoning district, designed for a specific project. This project involves a single lot and a single building. The lot is very small and it would be very difficult to redevelopment it without obtaining several variances or other type of approvals. With a PUD the City can adjust the requirements, such as setbacks, density, and uses to a specific property. With the conceptual review done last July, he is now asking for a preliminary/final approval. Everything required has been submitted. There must be a unanimous vote in order to act on this proposal at this meeting.

Mr. Sullivan-Robinson stated that the property is currently zoned single-family residential (R-2). Under the Comprehensive Plan Future Land Use Map, this area is designated as transitional commercial. There are residential homes and other commercial property surrounding this parcel. This project is overall compliant with the Comprehensive Plan, as well as the housing study by providing more renter occupied housing. Some of the key issues for this development are parking. For the residential uses, it is required to have two parking spaces per unit.

Under the C-5 (mixed commercial-residential) zoning, three parking spaces would need to be provided for the commercial use. Based on the site layout, the property owner is unable to provide the parking spaces. The Commission can let the zoning regulations govern the parking requirements or grant a deviation.

Mr. Sullivan-Robinson also stated that in the C-5 district there is a 50/50 ratio between commercial and residential uses. As far as building setbacks, the building is encroaching on most of the setbacks. Stormwater management codes must also be met. A rain garden would be needed. An ADA compliant handicap ramp will run along the front of the house to the existing pedestrian facilities. The Commission can approve the PUD as presented, approve with conditions, or deny it. This would be a recommendation to Council.

Mr. Olejniczak mentioned the changes between the concept plan and the final plan because of the conflict with the transmission lines. But, he thought with Mr. Jahnke's current plan it looked more residential and fits better in the neighborhood.

Mr. Jahnke stated that he would like to have the project completed by spring of 2021. As far as materials, the siding would be maintenance free cementitious plank style siding.

Mr. Olejniczak stated that the alley is 16 feet wide plus a 5-foot setback. He suggested that widening the garage doors may help with turning in and out of the garage.

Mr. Statz would like to see double-hung windows instead of casement. This project will also be reviewed by the Aesthetic Design & Site Plan Review Board.

Public Hearing: Mayor Ward opened the public hearing at 6:26 p.m.

The following citizens spoke in favor of the project, but had concerns of parking and stormwater management: Jeff Tebon, 63 E Oak Street; David Haslam, 155 S Neenah Avenue; Nathan Haslam, 179 N 9th Avenue; and Chris Kellems, 120 Alabama Street.

Architect Dan Meissner stated that stormwater is always a concern and the direction can be controlled.

There was no written correspondence. The public hearing was declared closed at 6:45 p.m.

Consideration of: After a short discussion, it was moved by Ms. Reeths, seconded by Ms. Kiedrowski to vote on this item at this meeting. Motion failed, with Mayor Ward, Ms. Reeths, and Ms. Kiedrowski voting aye and Mr. Holey, Mr. Statz, and Mr. Norland voting no. (Must have unanimous vote to pass.)

This item will come back to a future meeting.

Consideration of: Tourist Rooming House regulations: Mr. Olejniczak stated that this has been brought back from the December meeting where the Commission asked for a clarification of a number of items regarding the way the City regulates short-term rentals.

Various information from the City Attorney was received, as well as from staff. The City Attorney advised against grandfathering existing licensed tourist rooming houses if the City elects to prohibit short-term rentals of 6 days or fewer. He also advised not setting a cap on the number of licenses for 7 days or longer. Under 7-day rental periods would run into equal protection concerns. Also, enforcing a 7-day rental period would be very difficult and intrusive if they only wanted to rent for 2 days.

Mr. Olejniczak offered different options regarding the regulations. Things could be left as they are being regulated currently. More regulations could be added, such as stronger parking requirements, occupancy limitations, insurance requirements, etc. There is also the Madison approach where just a room is rented out and not the whole house. Rentals without the owners present would be limited to 30 days in a year if you would rent for less than a 7 day period. Another option is weekly rental only. A further option is the maximum restriction where you have to rent for 7 days or longer and only for 180 days in a calendar year. You can also just regulate by zoning district.

Mr. Sullivan-Robinson added that out of the approximate 50 current tourist rooming house permits, only three of the owners live in part of the house that they are renting. The other 47 rent out the whole house. He discussed the charts provided by the Door County Tourism Zone relating to lodging types.

Ms. Reeths stated that for the safety of the people that rent the TRH and the people that own them, she wondered if it could be added that the fire department inspect them once a year. Mr. Sullivan-Robinson responded that the Fire Dept. does not inspect residential properties, so this would be a new territory.

Mr. Sullivan-Robinson stated that new permits are decreasing, renewal permits are rising, and discontinued permits are rising.

Ms. Kiedrowski and Mr. Holey agreed that with no issues that this should be passed on for now and reviewed again in a couple of years.

Ms. Reeths said in defense of families, they shouldn't be restricted from having a 2-day vacation.

Mr. Statz there are problems all over the world with this. It is causing a shortage of housing around the area. It will eventually work its way through. The only thing that could potentially make sense is regulate by zoning and allow it throughout the City and put the 180 day maximum rental in residential areas.

Mr. Norland agreed with Mr. Statz, but thought that it could be combined with the Madison approach.

Mr. Sullivan-Robinson will obtain information on how many days a year units are rented.

Mayor Ward said this item is not ready to be acted upon.

Comprehensive Plan Update: Mr. Olejniczak referred to a memo and map from Vandewalle & Associates regarding focus areas that should be included in the Comprehensive Plan. Members were asked to indicate three of the proposed areas that they felt should include more detailed concept plans.

It was the consensus of the members that the Downtown area and Downtown/West Waterfront were two of the top areas for more detail, followed by Egg Harbor Road from the former Hardees building to the former K-Mart building, and West Boatworks focusing on the Sturgeon Bay Yacht Club and the E Dock.

In addition, Ms. Reeths talked about expanding the Industrial Park to fit in the Clay Banks Road area.

Mr. Norland added that a traffic problem is the issue at the intersection of Clay Banks Road and the highway. The intersection needs to be improved and then decide what to do.

Mr. Olejniczak will provide the feedback from the members to Vandewalle & Associates.

Mr. Olejniczak stated that the Community Survey was closed on January 10th. There were 197 responses. There were many comments given from what people like about Sturgeon Bay to what they feel is needed. Complete results were emailed to the members. Vandewalle & Associates plan on holding another community workshop in February.

Public comment on non-agenda Plan Commission related items: Jennifer Bacon, 728 Georgia Street, commended the Commission and stated that the members were very civil.

Adjourn: Moved by Ms. Reeths, seconded by Mr. Norland to adjourn. All ayes. Carried. Meeting adjourned at 7:41 p.m.

Respectfully Submitted,
Cheryl Nault *Cheryl Nault*
Community Development Secretary

CITY OF STURGEON BAY
 JOINT PARK AND RECREATION COMMITTEE/BOARD MEETING
 Wednesday, January 22, 2020
 Council Chambers, City Hall, 421 Michigan Street
 5:30 p.m.

A meeting of the Joint Park and Recreation Committee / Board was called to order at 5:35 p.m. by Chairperson Hayes in Council Chambers, City Hall, 421 Michigan Street.

Roll Call: Members present were Ald. Hayes, Ald. Bacon, Marilyn Kleist, Chris Larson, George Husby, Randy Morrow and Jay Renstrom. Ald. Nault was absent. Also present Municipal Services Director Mike Barker, Josh VanLieshout, Marty Olejniczak and Municipal Services Secretary Lynnae Kolden.

Adoption of the Agenda: Moved by Mr. Renstrom to adopt the following agenda, seconded by Ald. Bacon.

1. Roll call
2. Adoption of agenda
3. Public comment on agenda and non-agenda items
4. Approval of minutes from December 4, 2019
5. Consideration of: Acceptance of a Rotary Donation at Little Lake
6. Discussion of: Ballfield ideas from Mike Parent
7. Consideration of: Gravel access trail into Big Hill Park
8. Discussion of: How to proceed on the other sections of the Outdoor Rec Plan, Introductions and Recommendations. Outdoor needs Analysis.
9. Directors Report
10. Future Agenda Items
11. Adjourn

All in Favor. Carried.

Public Comment: George Husby 1111 N. 5th Avenue, Sturgeon Bay. Heidi Kratcha 523 E. Compass Place, Sturgeon Bay. Kirsten Reeths 124 N. 8th Place, Sturgeon Bay.

Approval of Minutes from December 4, 2019: Moved by Ald. Bacon, seconded by Mr. Husby. All in favor. Carried.

Consideration of: Acceptance of a Rotary Donation at Little Lake: Mr. Barker briefed the committee on the expectations on Little Lake after the dredging. The Rotary presented the Little Lake Dock & Fishing Pavilion proposal. Discussion took place on dredging, the highwater levels, and the Rotary proposal. Mr. Renstrom made a motion to accept the Rotary's Little Lake Dock and Fishing Pavilion Proposal. Mr. Morrow seconded. All in Favor. Carried.

Discussion of: Ballfield ideas from Mike Parent: Mr. Parent introduced himself and gave a brief history of his experience with building ballfields. He handed out a potential cost list of everything that could be needed in a ballfield. The list was reviewed by line item and explained that some items could be added later or could be eliminated. Mr. Parent stated he wanted everyone to know the potential costs for a new field. Mr. Husby stated we would also need to add a concession stand & storage area. Discussion took place on the conditions and potential upgrades of the current fields, locations, and space needed. Ald. Hayes, stated that this still depends on the Westside Lofts, and we should have an idea on the funding for the project in April.

Consideration of: Gravel access trail into Big Hill Park: Mike Barker stated this recommendation came from the Bike & Ped Committee. That a path would give better access to Big Hill Park. Currently people walk or ride through the grassy area from the sidewalk by Big Hill Regency to the gravel driveway for the water tower. The path would be 5 ft wide and made of gravel, it is something that staff could do for less than \$1000.00 for the supplies. Discussion took place. It was decided to add the path as an action item in the Outdoor Rec Plan for Big Hill Park.

Discussion of: How to proceed on the other sections of the Outdoor Rec Plan, Introductions and Recommendations. Outdoor needs Analysis: Ald. Hayes asked the committee how they would like to review the rest of the Outdoor Rec Plan. Discussion took place on Park definitions, the maps and document layout. It was decided to review pages 4 – 21 at the next meeting.

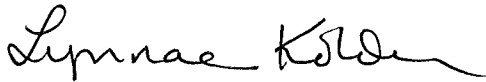
Directors Report: Mike Barker, stated that he is getting quotes for siding, grill & firepit at Otumba Park. Mike also has a preliminary drawing of a shelter for the dog park and is looking into the cost of the shoreline repair that may be needed.

Future Agenda Items: Review the Outdoor Rec Plan – pages 4 – 21. Otumba Park.

Next Meeting Date: Wednesday, February 26, 2020 @ 5:30 PM - City Hall

Motion to adjourn by Mr. Larsen, seconded by Ald. Bacon. All in favor. Carried.
Meeting adjourned at 7:58 pm

Respectfully submitted,

A handwritten signature in black ink that reads "Lynnae Kolden". The signature is written in a cursive style with a long horizontal flourish at the end.

Lynnae Kolden
Municipal Services Secretary

PARKING & TRAFFIC COMMITTEE**January 27, 2020**

A meeting of the Parking & Traffic Committee was called to order at 4:30 p.m. by Chairperson Avenson in Council Chambers, City Hall, 421 Michigan Street.

Members Kelly Avenson, Kirsten Reeths and Gary Nault were present. Also present: Police Chief Arleigh Porter, Municipal Services Director Mike Barker, City Administrator Josh VanLieshout and Municipal Services Assistant Colleen DeGrave.

Moved by Ald. Nault, seconded by Ald. Reeths to adopt the following agenda:

1. **Roll call.**
2. **Adoption of agenda.**
3. **Approval of amended minutes from 11/25/2020.**
4. **Public comment.**
5. **Discussion of: Winter Parking Permits.**
6. **Discussion of: Review of handicapped parking spaces.**
7. **Consideration of: Overnight parking restrictions on W. Larch St.**
8. **Adjourn.**

All in favor. Carried.

Moved by Ald. Reeths, seconded by Ald. Nault, to approve the amended minutes from 11/25/2020. Carried.

Public comment.

No public comment.

Discussion of: Winter Parking Permits.

Municipal Services Director Mike Barker explained that currently the City of Sturgeon Bay issues permits but does not charge for parking in City parking lots, and that plowing operations are made difficult with cars parked there. He suggested having a particular area in a lot for everyone with a permit. He stated currently there are a few businesses that are receiving guest permits at no charge, and felt that there should be a charge for that as it is inconvenient for snow plowing operations. He also suggested a \$5 rewrite fee if a permit is lost and needs to be replaced. Discussion on the winter parking permit ordinance also took place.

Discussion of: Review of handicapped parking spaces.

Ald. Reeths questioned whether there were enough handicapped spaces on the east and west sides of Sturgeon Bay. Discussion took place on current spaces available. Discussion tabled.

Consideration of: Overnight parking restrictions on W. Larch St.

Mike Barker stated removing parking from the south side of W. Larch St. between N. Lansing Ave. and N. Madison Ave. would allow proper snow clearing during significant snow events. On two separate occasions this winter, it was noted that snow plows were not able to clear this section of W. Larch St. leaving it unplowed.

Moved by Ald. Avenson, seconded by Ald. Nault to recommend installing "No Overnight Parking" signs on the south side of W. Larch St. between N. Lansing Ave. and N. Madison Ave. during the winter months. All in favor. Carried.

Meeting adjourned at 5:13 p.m.

Respectfully Submitted,



Colleen DeGrave
Municipal Services Assistant



STURGEON BAY POLICE DEPARTMENT



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

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

From: Captain Daniel J. Brinkman

Subject: Monthly Report for December, 2019

Date: January 17, 2020

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

Crimes Investigated

The Department, during the month, investigated a total of 66 crimes.

These crimes can be broken down and classified as follows.

Battery.....	01
Child Abuse/Neglect.....	03
Bail Jump.....	04
Disorderly Conduct.....	05
Possess Controlled Substance.....	05
Fraud / Forgery.....	09
Domestic Abuse.....	05
Theft.....	07
Criminal Damage to Property.....	02
Threats to Injure.....	04
ICAC.....	07
Custodial Interference.....	04
Sex Offense.....	04
Death Investigation.....	01
Violate Court Order.....	04
Weapon Offense.....	01
TOTAL 66	

The above crimes resulted in the loss of \$145 to the community, of which \$145 has been recovered.

Arrests

The Department completed a total of 108 arrests during the month. These arrests encompass violations from traffic to felony, and are listed below by type of violations and number of arrests for each category.

A. Felony Crime Arrest

Bail Jumping.....	01
Aggravated Assault.....	02
Make Terrorist Threats School Setting.....	01
Parental Interference.....	01
ICAC.....	04
Theft.....	01
Perjury.....	01

TOTAL 11

B. Misdemeanor Crime Arrests

Disorderly Conduct.....	08
Violate Court Order.....	01
Bail Jump.....	04
Possess Controlled Substance.....	03
Possess Drug Paraphernalia.....	01
Battery.....	01
Harassment.....	01
Criminal Damage to Property.....	01
Theft.....	01
Obstruct Investigation.....	01
Contribute to Truancy.....	01

TOTAL 23

Wisconsin Probation & Parole Arrests / Warrant Arrests06

TOTAL 06

C. Ordinance Violation Arrests

Possess Marijuana.....	03
Possess Drug Paraphernalia.....	01
Retail Theft.....	01
Underage Consumption of Alcohol.....	11
Disorderly Conduct.....	02
Possess Tobacco or Vape Products Underage.....	01
Trespass to Land.....	01

TOTAL 20

D. Traffic Crime Arrests

Operate while Intoxicated 2 nd or More.....	02
Operate Motor Vehicle while Revoked.....	05
Fail to Install Ignition Interlock Device.....	01
Operate w/o Valid License 2 nd or More.....	02

TOTAL 10

E. Traffic Violation Arrests	
Operate Motor Vehicle while Intoxicated.....	03
Speeding.....	08
Operate Motor Vehicle w/o Insurance.....	04
Operate Motor Vehicle while Suspended/Revoked.....	04
Operate w/o Valid License.....	02
Miscellaneous Violations.....	17
	TOTAL 38

In addition to the preceding arrests, the Department conducted a total of 198 traffic stops during the month and logged 83 violations for various motor vehicle defects and local ordinances and issued 71 written warnings for those violations. A total of 38 parking ticket were issued for parking violations throughout the city.

Traffic Accidents

The Department during the month investigated a total of 25 vehicle accidents. These accidents are categorized into four types.

A. Motor Vehicle Accidents Involving Fatalities.....	00
B. Motor Vehicle Accidents Involving Injuries	02
C. Motor Vehicle Accidents Involving Property Damage	20
(greater than \$1,000.00)	
D. Motor Vehicle Accidents Involving Property Damage	03
(less than \$1,000.00)	
	TOTAL 25

Police Service Calls

Department members handled 384 service calls during the month. These calls consist of both citizen requests for police service as described below (287), crimes investigated (66), traffic accidents investigated (25), and Wisconsin Probation and Parole Assists (06).

A. Traffic and Road Incidents	90
-------------------------------------	----

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	02
---------------------------	----

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

C. Sick and Injured Persons	10
-----------------------------------	----

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

D. Alarms	13
-----------------	----

Officers responded to activated burglar and hold-up alarms at area banks and other business establishments and residences as well as fire alarms.

E. Complaints Involving Animals	12
Investigations by officers of noisy animals, loose animals, animal bites, wild animals and sick, injured or dead animal complaints.	
F. Civil Disputes	01
Arguments between neighbors, landlords and tenants, and family members where no crimes have been committed.	
G. Escorts	01
Transporting citizens, money escorts for area financial institutions, funerals, and for area industry and farming.	
H. Citizen Assist.....	44
This category is broad and involves such services as assistance in gas drive-off, emergency notifications, attempts to locate people, retrieval of personal property, and vehicle registration assistance.	
I. Assistance Rendered to Other Agencies	03
Includes assistance to other law enforcement and government agencies.	
J. Suspicious Person / Vehicle / Circumstance.....	20
Involves both citizen complaints and observations by officers on patrol who took investigative action in regard to the suspicious behavior of vehicles and people.	
K. Self-Initiated Field Activity	06
All initiated activity by the officer to include, but not limited to, routine security checks of area industries, businesses, city parks, residences, and compliance checks of local liquor establishments.	
L. Juvenile Problems.....	07
Requests for police service that strictly involve property calls and all unfounded calls for police service. The calls vary from mischief to family problems to runaway situations.	
M. Miscellaneous Incidents	53
Includes arrest warrants served, recovered property calls, and all unfounded calls for police service. This category includes 9-1-1 calls investigated by Department members during the month.	
N. Welfare Checks	25
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 287

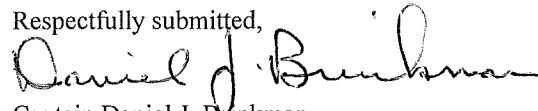
Department Training

The joint dive team and SWAT conducted their monthly training session. One officer completed an 8-hour course in Media Relations.

Noteworthy News

A number of officers participated in the annual Chop and Shop with a Cop Program

Respectfully submitted,

A handwritten signature in cursive script that reads "Daniel J. Brinkman". The signature is written in black ink and is positioned above the printed name.

Captain Daniel J. Brinkman

BEVERAGE OPERATOR LICENSE:

1. **Burner, Christine R.**
2. **Enigl, Theresa A.**
3. **Franklin, Elisha D.**
4. **Johnson, Michael S.**
5. **Kruse, Samuel**

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

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Parking & Traffic Committee, hereby recommend installing "No Overnight Parking" signs on the south side of W. Larch St. between N. Lansing Ave. and N. Madison Ave. during the winter months.

Respectfully submitted,

PARKING & TRAFFIC COMMITTEE

By: Kelly Avenson, Chr.

RESOLVED, that the foregoing recommendation be adopted.

Dated: January 27, 2020

* * * * *

Moved by Alderperson _____, seconded by Alderperson

_____ that the said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2020.

#7

Executive Summary

Date: 20 January 2020

Title: Proposed Overnight Parking Restrictions on W. Larch Street

Background: There is currently parking on both sides of W. Larch Street which poses a problem for proper snow clearing. When cars are parked on both sides of the street there is not enough space remaining for a snow plow and another car to pass safely. During a time of significant snow build-up there is not enough space for a plow truck to safely pass. It is typical when plowing on a weekend to skip the street because there is not enough clearance to safely plow. On two separate occasions this winter we have had to leave this section of W. Larch Street unplowed.

I have had conversations with a member of the Bridgeport Board of Directors about the topic and discussed options. It looked like they were willing to work with Skipper Buds to use their parking lot during the winter but talks between the two companies have not happened.

Proposal:

I propose installing "No Overnight Parking" signs on the south side of W. Larch Street between N. Lansing Ave and N. Madison Ave.

Fiscal Impacts:

There would be no fiscal impact since we already have the required signs and posts.

Recommendation: Staff fully supports and recommends installing "No Overnight Parking" signs on the south side of W. Larch Street between N. Lansing Ave and N. Madison Ave.

Prepared By:



Mike Barker
Municipal Services Director

Date: 20 JAN 2020

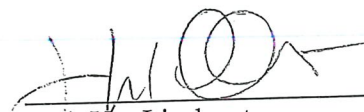
Reviewed By:



Arleigh Porter
Sturgeon Bay Police Chief

Date: 1/21/2020

Reviewed By:



Josh VanLieshout
City Administrator

Date: 1/21/2020

Barker, Michael

From: Gerald Lintz <jerry.lintz@yahoo.com>
Sent: Friday, January 17, 2020 9:33 AM
To: Barker, Michael
Subject: Re: Good Morning: Bridgeport Parking

Hello Mike..

Thank you for the note...despite numerous attempts, there has been no response from Skipper Buds - the Bridgeport Board has agreed to plow the lot.

Jerry

On Friday, January 17, 2020, 09:28:35 AM CST, Barker, Michael <mbarker@sturgeonbaywi.org> wrote:

Mr. Lintz,

Is there now an agreement in place with Skipper Buds? I have not heard anything concerning this and I need to give an update next week.

Thank you,

Mike

From: Gerald Lintz [<mailto:jerry.lintz@yahoo.com>]
Sent: Tuesday, December 17, 2019 9:49 AM
To: Barker, Michael; Gerald Lintz
Subject: Good Morning: Bridgeport Parking

Hello Mike...

My apologies for the delayed response...the Insurance Company has approved Bridgeport parking/removing snow at the Skipper Bud's lot. Is there anything that needs to be done to "formalize" this agreement?

Thank you.

Barker, Michael

From: Barker, Michael
Sent: Tuesday, December 17, 2019 11:11 AM
To: 'Gerald Lintz'
Cc: Porter, Arleigh
Subject: RE: Good Morning: Bridgeport Parking

Mr. Lintz,

Thank you for getting back with me on this issue. The next step would be to get in touch with Skipper Buds and speak directly with the manager of their Harbor Club. I know they would like a hold harmless agreement or proof from your insurance company that they would not be held liable for any incidents that may happen there.

Mike

From: Gerald Lintz [<mailto:jerry.lintz@yahoo.com>]
Sent: Tuesday, December 17, 2019 9:49 AM
To: Barker, Michael; Gerald Lintz
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Thank you.

Jerry

DeGrave, Colleen

From: Barker, Michael
Sent: Thursday, January 23, 2020 11:49 AM
To: DeGrave, Colleen
Subject: FW: Bridgeport/Skipper Bud Parking

Colleen,

I just got this email, I still want the item on the agenda.

Mike

From: Gerald Lintz [mailto:jerry.lintz@yahoo.com]
Sent: Thursday, January 23, 2020 11:46 AM
To: Barker, Michael; Melinda Peterson; L. J.; Gary Guidinger
Subject: Bridgeport/Skipper Bud Parking

Hello Mike...

Thank you for the note - I spoke with Mr. Bird from Skipper Buds, upon receipt of a Certificate of Insurance from Bridgeport, Resort Guests will be allowed to park in the Marina lot. Unfortunately, (due to the cost of key cards) the gate will not be used to secure the area exclusively for Bridgeport Guest parking. In lieu of the gate, temporary signage will be installed indicating the lot is restricted to Bridgeport Guests.

Thank you for your assistance...

Jerry

DeGrave, Colleen

From: Barker, Michael
Sent: Thursday, January 23, 2020 11:50 AM
To: DeGrave, Colleen
Subject: FW: Good Morning: Bridgeport Parking

For distribution at the Parking and Traffic meeting.

Thank you,
Mike

From: Barker, Michael
Sent: Thursday, January 23, 2020 11:25 AM
To: 'Gerald Lintz'
Subject: RE: Good Morning: Bridgeport Parking

Mr. Lintz,

I just got off the phone with Scott Bird from Skipper Buds Harbor Marina. He just happened to see the agenda for the upcoming Parking and Traffic Committee meeting where we are talking about installing "No Overnight Parking" signs on W. Larch Street. He said that he had not heard from anyone concerning this other than the City. His number is 746-8200.

Mike

From: Gerald Lintz [mailto:jerry.lintz@yahoo.com]
Sent: Friday, January 17, 2020 9:33 AM
To: Barker, Michael
Subject: Re: Good Morning: Bridgeport Parking

Hello Mike..

Thank you for the note...despite numerous attempts, there has been no response from Skipper Buds - the Bridgeport Board has agreed to plow the lot.

Jerry

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Sent: Tuesday, December 17, 2019 9:49 AM
To: Barker, Michael; Gerald Lintz
Subject: Good Morning: Bridgeport Parking

Hello Mike...

My apologies for the delayed response...the Insurance Company has approved Bridgeport parking/removing snow at the Skipper Bud's lot. Is there anything that needs to be done to "formalize" this agreement?

Thank you.

Jerry

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend that the City proceed to work with Robert W. Baird to refinance the \$3,315,000 TID #4 Taxable Note Anticipation Notes dated March 30, 2017 with General Obligation Refunding Bonds, split into a non-taxable issue in the amount of \$2,140,000 and taxable issue in the amount of \$1,240,000 for a total bond issue in the amount of \$3,380,000.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: January 28, 2020

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2020.

EXECUTIVE SUMMARY

TITLE: TID #4 Debt Refinancing

BACKGROUND: The proposed \$3,380,000 TID #4 (West Waterfront) debt issue refinances the March 30, 2017 Taxable Note Anticipation Notes which were taken out as a means to provide interim financing for the TID during the initial phases of the project. Those notes come due on April 1, 2020.

At this time, it is appropriate to refinance the notes with long-term General Obligation Refunding Bonds, split into a non-taxable issue in the amount of \$2,140,000 for the public improvements and taxable issue in the amount of \$1,240,000 for the private improvements. The total bond issue will be \$3,380,000.

FISCAL IMPACT: See attached financing plan for the estimated debt payment schedule.

RECOMMENDATION:

Recommend to the Common Council that the City proceed to work with Robert W. Baird to refinance the \$3,315,000 TID #4 Taxable Note Anticipation Notes dated March 30, 2017 with General Obligation Refunding Bonds, split into a non-taxable issue in the amount of \$2,140,000 and taxable issue in the amount of \$1,240,000 for a total bond issue in the amount of \$3,380,000.

PREPARED BY: Valerie J. Clarizio 1/23/20
Valerie J. Clarizio Date
Finance Director/City Treasurer

REVIEWED BY: Marty Olejniczak 1-23-2020
Marty Olejniczak Date
Community Development Director

APPROVED BY: Joshua VanLieshout 1/23/2020
Joshua VanLieshout Date
City Administrator



100
YEARS

City of Sturgeon Bay

Finance Committee Meeting

January 28, 2020

Bradley D. Viegut, Managing Director

bviegut@rwbaird.com

777 East Wisconsin Avenue

Milwaukee, WI 53202

Phone 414.765.3827

Fax 414.298.7354

City of Sturgeon Bay



Finance Committee Meeting

January 28, 2020

Timeline

- Finance Committee considers plan of financeJanuary 28, 2020
- Common Council considers Set Sale Resolutions for Refunding Bonds (the "Bonds")February 4, 2020
 - Preparations are made for issuance of the Bonds
 - ✓ Official Statements
 - ✓ Bond Rating
 - ✓ Marketing
- Common Council considers Award Resolutions for the Bonds (finalizes terms and interest rates)March 3, 2020
- Bonds Closing (funds available to pay 2017 TNAN principal and interest due 4/1/2020) March 31, 2020

Borrowing Amount / Structure / Purpose

Estimated Amount:	\$2,140,000	\$1,240,000
Issue:	General Obligation Refunding Bonds	Taxable General Obligation Refunding Bonds
Dated/Settlement Date:	March 31, 2020	March 31, 2020
Maturity Dates:	October 1, 2029-2039	October 1, 2021-2028
First Interest:	October 1, 2020	October 1, 2020
Callable:	Callable on 10/1/28 or any date thereafter	Noncallable
Purpose:	Long term refinancing \$2,140,000 of \$3,315,000 2017 Taxable NAN for tax exempt TID #4 projects	Long term refinancing \$1,175,000 of \$3,315,000 2017 Taxable NAN for taxable TID #4 projects
Estimated Interest Rate:	2.62%	2.34%
Purchaser:	TBD	TBD

TID#4 "Reboot" Taxable & Tax-Exempt G.O. Ref. Bonds

City of Sturgeon Bay
Tax Increment District No. 4
 Cash Flow Proforma Analysis

Assumptions	
Annual Inflation During Life of TID	1.00%
2018 Gross Tax Rate Per \$100 Equalized Value	\$24.19
Annual Adjustment to tax rate	0.00%
Investment Return	0.00%

Data above dashed line are actual

Year	Background Data				Revenues			
	(a) TIF District Valuation	(b) Inflation Increment	(c) Construction Increment	(d) TIF Increment Over Base	(e) Tax Rate	(f) Tax Revenue	(g) Investment Proceeds	(h) Total Revenues
2013	\$1,059,100		(\$28,400)	(\$28,400)	23.55	\$105,643	\$388	\$106,231
2014	\$1,059,700		(\$813,980)	(\$842,200)	23.61	\$134,619	\$135	\$135,299
2015	\$1,060,300		(\$990)	(\$990)	23.67	\$136,268	\$131	\$136,759
2016	\$1,060,900		\$2,048	\$4,048	23.73	\$137,837	\$127	\$138,329
2017	\$2,464,800		\$2,382,400	\$4,372,300	23.79	\$302,756	\$0	\$302,756
2018	\$4,791,200		\$1,197,000	\$5,978,100	23.85	\$356,239	\$0	\$356,239
2019	\$5,028,800	\$50,800	\$6,049	\$5,069,479	23.91	\$367,238	\$0	\$367,238
2020	\$5,266,400	\$60,489	\$6,766,648	\$12,515,221	23.97	\$378,237	\$0	\$378,237
2021	\$5,504,000	\$120,911	\$12,931,121	\$15,980,679	24.03	\$389,236	\$0	\$389,236
2022	\$5,741,600	\$181,324	\$13,346,121	\$19,446,137	24.09	\$399,235	\$0	\$399,235
2023	\$5,979,200	\$241,737	\$13,761,121	\$22,911,595	24.15	\$409,234	\$0	\$409,234
2024	\$6,216,800	\$302,150	\$14,176,121	\$26,377,053	24.21	\$419,233	\$0	\$419,233
2025	\$6,454,400	\$362,563	\$14,591,121	\$29,842,511	24.27	\$429,232	\$0	\$429,232
2026	\$6,692,000	\$422,976	\$15,006,121	\$33,307,969	24.33	\$439,231	\$0	\$439,231
2027	\$6,929,600	\$483,389	\$15,421,121	\$36,773,427	24.39	\$449,230	\$0	\$449,230
2028	\$7,167,200	\$543,802	\$15,836,121	\$40,238,885	24.45	\$459,229	\$0	\$459,229
2029	\$7,404,800	\$604,215	\$16,251,121	\$43,704,343	24.51	\$469,228	\$0	\$469,228
2030	\$7,642,400	\$664,628	\$16,666,121	\$47,169,801	24.57	\$479,227	\$0	\$479,227
2031	\$7,880,000	\$725,041	\$17,081,121	\$50,635,259	24.63	\$489,226	\$0	\$489,226
2032	\$8,117,600	\$785,454	\$17,496,121	\$54,100,717	24.69	\$499,225	\$0	\$499,225
2033	\$8,355,200	\$845,867	\$17,911,121	\$57,566,175	24.75	\$509,224	\$0	\$509,224
2034	\$8,592,800	\$906,280	\$18,326,121	\$61,031,633	24.81	\$519,223	\$0	\$519,223
2035	\$8,830,400	\$966,693	\$18,741,121	\$64,497,091	24.87	\$529,222	\$0	\$529,222
2036	\$9,068,000	\$1,027,106	\$19,156,121	\$67,962,549	24.93	\$539,221	\$0	\$539,221
2037	\$9,305,600	\$1,087,519	\$19,571,121	\$71,428,007	24.99	\$549,220	\$0	\$549,220
2038	\$9,543,200	\$1,147,932	\$19,986,121	\$74,893,465	25.05	\$559,219	\$0	\$559,219
2039	\$9,780,800	\$1,208,345	\$20,401,121	\$78,358,923	25.11	\$569,218	\$0	\$569,218
2040	\$10,018,400	\$1,268,758	\$20,816,121	\$81,824,381	25.17	\$579,217	\$0	\$579,217
						\$2,230,606	\$654	\$2,231,259

Type of TIF: Blight Elimination
 2013 TID Inception (2/15/2013)
 2035 Final Year to Incur TIF Reboot Costs
 2040 Maximum Legal Life of TID (27 Years)

(1) Assumes 2013 certified base value of \$1,059,100 is adjusted down in 2017 due to
 TIFs Inception
 (2) Increment per City Estimates

Robert W. Baird & Co. Incorporated is providing this information to you for discussion purposes only in seeking to serve as a financial advisor or municipal
 advisor to you on a possible issuance of municipal securities. Baird is a municipal advisor registered with the Securities and Exchange Commission and the
 Municipal Securities Rulemaking Board. This information is not intended to constitute an offer of securities. Baird does not have a license to sell securities in
 any state where such license is required. See Baird's website for more information. Baird's only relationship with the City of Sturgeon Bay is as a financial
 advisor, and it requires to act solely in the best interests of the client. See "Important Disclosures" contained therein.

TID#4 "Reboot" Taxable & Tax-Exempt G.O. Ref. Bonds

City of Sturgeon Bay
Tax Increment District No. 4
Cash Flow Proforma Analysis

Year	FINAN		FINAN		FINAN		FINAN		FINAN		FINAN		FINAN		FINAN		FINAN		FINAN							
	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)	(s)	(t)	(u)	(v)	(w)	(x)	(y)	(z)	(aa)	(ab)	(ac)	(ad)	(ae)	(af)	(ag)	(ah)
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2013																										
2014																										
2015																										
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	\$3,120,000	\$70,633	\$31,133	\$3,315,000	\$199,084	\$199,084	\$2,505,000	\$102,288	\$102,288	\$312,290	\$0	\$1,162,293	\$1,260,000	\$138,076	\$1,370,076	\$2,140,000	\$307,693	\$3,067,693	\$945,000	\$199,200	\$1,144,200	\$1,640,000	\$860,075	\$2,600,075	\$3,421,309	

City of Sturgeon Bay
Tax Increment District No. 4
 Cash Flow Proforma Analysis

TID#4 SEP18		(k)
(I)	(D)	(k)
Annual Balance	Year End Cumulative (December 31)	Cost Recovery
Year	Year	Year
	\$27,634	
	\$26,150	
(\$50,500)	(\$119,210)	
(\$45,526)	(\$164,736)	
(\$40,552)	(\$205,288)	
(\$370,761)	(\$620,389)	
(\$319,816)	(\$912,107)	
(\$269,371)	(\$1,184,666)	
(\$186,532)	(\$1,395,137)	
(\$180,169)	(\$1,538,996)	
(\$179,862)	(\$1,718,858)	
(\$177,311)	(\$1,910,669)	
(\$157,189)	(\$2,075,692)	
(\$144,246)	(\$2,217,984)	
(\$82,092)	(\$2,303,624)	
(\$55,676)	(\$2,338,724)	
(\$44,440)	(\$2,383,164)	
(\$46,185)	(\$2,429,349)	
(\$43,100)	(\$2,472,449)	
\$12,202	(\$2,460,247)	
\$12,202		

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

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Personnel Committee, hereby recommend to approve the Post Employment Health Reimbursement Plan Changes to the Employee Handbook as follows under Sick Leave:

Upon retirement, disability or death: for employees between the ages of 50 and 54, 100% of all accumulated sick leave shall be directed into a post-employment health reimbursement plan qualified under IRS Code 105 and 106. Qualified retirement means the employee is entitled to retirement benefits as defined by the Wisconsin Retirement Fund at the time of separation of employment. In the event there are no dependents or spouse, the credits will be forfeited to the employer.

Upon retirement, disability or death: For employees between the ages of 55 and 60, 80% of all accumulated sick leave shall be directed into a post-employment health reimbursement plan qualified under IRS Code 105 and 106. The employee or the employee's beneficiary shall be paid for twenty (20) percent of his or her unused sick leave in cash upon the employee's retirement at normal retirement age or with eligibility for disability retirement benefits under the Wisconsin Retirement System, or death. In the event there are no dependents or spouse, the credits will be forfeited to the employer. Qualified retirement means the employee is entitled to retirement benefits as defined by the Wisconsin Retirement Fund at the time of separation of employment. In the event there are no dependents or spouse, the credits will be forfeited to the employer.

Upon retirement, disability or death: for employees age 61 and older, 60% of all accumulated sick leave shall be directed into a post-employment health reimbursement plan qualified under IRS Code 105 and 106. The employee or the employee's beneficiary shall be paid for forty (40) percent of his or her unused sick leave in cash upon the employee's retirement at normal retirement age or with eligibility for disability retirement benefits under the Wisconsin Retirement System, or death. In the event there are no dependents or spouse, the credits will be forfeited to the employer. Qualified retirement means the employee is entitled to retirement benefits as defined by the Wisconsin Retirement Fund at the time of separation of employment. In the event there are no dependents or spouse, the credits will be forfeited to the employer.

Upon retirement, disability or death: Employees in a Military Veteran Group, shall be paid out upon qualified retirement, disability or death at the regular hourly rate for the accrued and unused sick leave. Qualified retirement means the employee is entitled to retirement benefits as defined by the Wisconsin Retirement Fund at the time of separation of employment. In the event there are no dependents or spouse, the credits will be forfeited to the employer

Respectfully submitted,

PERSONNEL COMMITTEE
By: Dan Williams, Chr.

RESOLVED, that the foregoing recommendation be adopted.

Dated: January 29, 2020

* * * * *

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

Passed by the Council on the _____ day of _____, 2019.

EXECUTIVE SUMMARY

TITLE: Consideration of: Post employment health reimbursement plan changes to Employee Handbook.

BACKGROUND: During recent union contract negotiations, the Council adopted a resolution to be a part of North Shore Banks Deferred Compensation Plan.

Inclusion in this plan allows for employees to direct their accumulated sick leave upon retirement, disability or death into a post-employment health reimbursement plan qualified under IRS Code Sections 105 and 106. There is a mutual benefit conferred to both the employer and employee in form the payroll tax and income tax savings.

The system is graduated to reflect the idea that if an early retirement is to happen, that employee will likely need the benefit of the HRA longer as Medicare eligibility is further off. The closer an employee is to Medicare at their time of retirement the less likely they will need to purchase insurance, but will likely have other needs, such a supplemental insurance, or have higher health care costs. This program would be available to all non-represented employees covered by the Employee Handbook.

At this time, we are recommending that the language in the Employee Handbook as follows:

Upon retirement, disability or death: for employees between the ages of 50 and 54, 100% of all accumulated sick leave shall be directed into a post-employment health reimbursement plan qualified under IRS Code 105 and 106. Qualified retirement means the employee is entitled to retirement benefits as defined by the Wisconsin Retirement Fund at the time of separation of employment. In the event there are no dependents or spouse, the credits will be forfeited to the employer.

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Upon retirement, disability or death: for employees age 61 and older, 60% of all accumulated sick leave shall be directed into a post-employment health reimbursement plan qualified under IRS Code 105 and 106. The employee or the employee's beneficiary shall be paid for forty (40) percent of his or her unused sick leave in cash upon the employee's retirement at normal retirement age or with eligibility for disability retirement benefits under the Wisconsin Retirement System, or death. In the event there are no dependents or spouse, the credits will be forfeited to the employer. Qualified retirement means the employee is entitled to retirement benefits as defined by the Wisconsin Retirement Fund at the time of separation of employment. In the event there are no dependents or spouse, the credits will be forfeited to the employer.

Upon retirement, disability or death: Employees in a Military Veteran Group, shall be paid out upon qualified retirement, disability or death at the regular hourly rate for the accrued and unused sick leave. Qualified retirement means the employee is entitled to retirement benefits as defined by the Wisconsin Retirement Fund at the time of separation of employment. In the event there are no dependents or spouse, the credits will be forfeited to the employer.

RECOMMENDATION: Approve the above changes.

PREPARED BY: Stephanie L. Reinhardt
Stephanie L. Reinhardt, City Clerk/HR Director

REVIEWED BY: Josh VanLieshout
Josh VanLieshout, City Administrator

DATE: January 20, 2020

GRAHAM PARK DEVELOPMENT AGREEMENT ADDITIONAL INFORMATION AS REQUESTED BY STURGEON BAY COMMON COUNCIL, JANUARY 21, 2020

- Defining the maintenance of Graham Park (through Friends of the Park) and the maintenance of the water feature (for the time period of what they believed to be five years) through Sterling Landscape.

Annual Maintenance Cost of Graham Park from Sterling Landscape Services

Landscaping:

Spring cleanup –Clean winter debris, fertilize plants, mulching	
Irrigation startup	\$2,095.
Monthly maintenance- (June-Oct) Dead heading	\$1,875. (\$375. Per mo.)
Fall cleanup- Dead heading, wrapping of boxwoods	
Irrigation blowout	\$1,250.
ST	\$5,220.

Water feature:

Spring –Clean winter debris from basin, install pumps, inspect	\$595.
Bi-Monthly maintenance- Clean filter, inspect (May- Nov 1rst)	\$660. (\$55. Bi-mo.)
Fall cleanup- Drain, blowout of lines, pull and store pumps	\$500.
ST	\$1,755.

Total Annual Cost 2021 Dollars	\$6,975.
Total Annual Cost 2022 Dollars	\$7,185.
Total Annual Cost 2023 Dollars	\$7,395.
Total Annual Cost 2024 Dollars	\$7,605.
Total Annual Cost 2025 Dollars	\$7,812.

5 year Total \$36,972. No Tax

Items not provided by Sterling Landscape Services

- Lawn cutting of park
- Fertilizing and weed control of lawn in park
- Maintenance of existing city landscape beds closest to waterfront
- Garbage and trash removal from cans

- Get an estimate from Sterling Landscape on the maintenance cost of the water feature for the future.

See first item on this document

- Start time and deadlines included in the contract.

All dates are reference dates and subject to change (weather dependent). Anticipated start date June 15, 2020. Project shut-down for winter, November 1, 2020. Project start-up for spring April 2, 2021. Project end date May 22, 2021. Grand Opening/Ribbon Cutting TBD.

- Whether the exhibit is a concept plan or the actual plan.

Exhibit is actual plan

- What does \$300,000 cover?

\$300,000 covers 75% of the overall plan as proposed. DSB is meeting with donors to fulfill the remaining commitment of \$100,000 with final payment due to Sterling Landscape Design by May 21, 2021. DSB will also include a community/donor brick sale of 100 bricks at \$500 each to give everyone the opportunity to be part of the park design.

- Sterling Landscape needs to be identified in the contract.

Identify where appropriate.

- Plant list, bench list, game(s) list, water feature (list of all what is in the plan)

Submission of page 13 of drawings that defines plantings (see attached). The original plan (exhibit) contains all of the specifics as to benches, games, water features, etc.

- Change the name from SBVC to Destination Sturgeon Bay.

The Development Agreement is listed as "Sturgeon Bay Visitor & Convention Bureau, Inc." which is the legal name of our organization and that which should be used in legal documents. Destination Sturgeon Bay is strictly our DBA.

AGREEMENT

THIS AGREEMENT (hereinafter called the "Agreement") is made as of the ____ day of _____, 2020, by and between the THE CITY OF STURGEON BAY (the "City"), and the STURGEON BAY VISITOR & CONVENTION BUREAU, INC., a Wisconsin non-stock corporation (the "SBVCB"). The City and the SBVCB may be individually referred to as a "Party" and collectively as the "Parties."

RECITALS

- A. The City owns a vacant parcel of real property legally described on the attached Exhibit A (the "Property").
- B. The SBVCB has received a pledge of funds from an anonymous donor to be used for the proposed development of improvements to the Property as generally depicted on the attached Preliminary Drawing done by Sterling Landscape Services, dated September 30, 2019, a copy of which is attached hereto as Exhibit B, and to be known as Graham Park (the "Project").
- C. The SBVCB desires to serve as the construction manager for the Project.
- D. The City and the SBVCB have each determined that completion of the Project will result in a benefit to the City, the SBVCB and the public.
- E. The City and the SBVCB desire to set forth the terms by which the Project will be approved and performed.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. License to the SBVCB. The City hereby grants to the SBVCB a non-exclusive, temporary license for the sole purpose of performing the SBVCB's obligations under this Agreement. The license shall not be assignable or sublicensed by the SBVCB, provided, however, that the SBVCB's contractors and consultants shall have access to the Property to provide labor and materials for the Project. The license shall be terminated upon final completion of, and removal of construction equipment and materials from, the Project, as required in Section 3(j) below.

2. Conditions Precedent Before Commencement of Project. The SBVCB may commence the Project only after the Parties have first fulfilled the following conditions:

(a) Plans. The SBVCB shall have presented plans of the Project (the "Plans") to the City for approval which shall include a site plan, demonstrating that the Project, when completed, will comply with all applicable federal, state and municipal code necessary for the use and enjoyment of the Project for its intended purposes. The Plans shall also include provisions for the landscaping and/or ground cover of the Project Site installed as of the date the Project is completed. The SBVCB may submit to the City proposed revisions in the approved Plans in

order to enhance the achievement of the objectives of this Agreement and to improve and refine the previously approved Plans.

(b) The SBVCB shall have obtained all permits and approvals required to commence and complete the Project. The City of Sturgeon Bay will incur the cost of permit fees for this project.

(c) Project Budget. The SBVCB shall submit to the City a budget for the Project that sets forth in detail all “hard and soft” costs of the Project, which shall include costs necessary to implement any required changes, and also contains a minimum of a 10% cost overrun contingency. SBVCB warrants that it has sufficient funds available to complete the project as presented in the plans.

(d) Project Schedule. Simultaneously with the submission of the proposed budget, the SBVCB shall submit to the City and the Property Committee a Project Schedule that will set forth the commencement date, substantial completion date and final completion date of the Project.

(e) List of Contractors. The SBVCB shall have provided the City with a list of the contractors, including name, address and principal contact information, the SBVCB proposes to use on the Project.

(f) Proof of Insurance. The SBVCB shall have delivered to the City proof satisfactory to the City of compliance with the insurance requirements in Section 3(i) below.

(g) Cooperation. The Parties shall cooperate in good faith as necessary to ensure that the above conditions precedent are fulfilled in a timely fashion.

3. General Project Requirements. As long as the SBVCB has reason to be upon the Property to complete the Project or until the date of final completion of the Project, whichever is later, the SBVCB shall abide by the following requirements:

(a) Continued Compliance with Section 1 Conditions. The SBVCB shall be in strict compliance with all of the conditions set forth in Section 1 above.

(b) Compliance with Laws. The SBVCB shall comply with all applicable federal, state, and municipal codes throughout the Project. Nothing in this Agreement shall require the City to issue any permit, variance, exception or other approval unless the SBVCB satisfies the requirements for such permit, variance, exception or other approval.

(c) Secure Site. The SBVCB shall maintain the Property in an orderly and secure manner, providing appropriate fencing or other security measures. Any equipment and material staging shall likewise be adequately secured and well ordered.

(d) Diligence. The SBVCB shall diligently pursue, and shall cause its contractors to diligently pursue, completion of the Project.

(e) Quality of Work. All work performed by or for the SBVCB or the SBVCB's consultants and contractors shall be performed in a good and workmanlike manner in accordance with the approved Plans.

(f) Non-Discrimination. In employing any contractor or purchasing any materials for the Project, the SBVCB shall not discriminate on the basis of race, color, religion, sex or national origin or any applicable law or regulation.

(g) Reports, Information and City Inspections. The City may come upon the Project Site at any time the City deems appropriate for the purpose of inspecting the Project and investigating its status and any matters that may affect the Project. The City shall endeavor to give advance notice of any such inspection to the SBVCB, which may be verbal notice, but the failure to give such notice shall not preclude the City from making any such inspection. The City may also discuss the status of construction with the SBVCB's contractors and any subcontractor, consultant or material supplier for the Project.

(h) Title. The SBVCB shall not allow any liens or encumbrances to attach to the Property. If any contractor files a lien against the Property, the SBVCB shall, within no more than 60 days after the filing of the lien, either (i) resolve the dispute and make payment, as appropriate, and provide proof of release of the lien, or (ii) pay to the Door County Clerk of Court an amount equal to 125% of the amount claimed under the lien to cause the lien to be removed as provided in §779.08 of the Wisconsin Statutes.

(i) Insurance.

(i) Insurance Required of the SBVCB. SBVCB shall keep in full force and effect during the Project a comprehensive protective liability insurance policy with personal injury limits of at least \$1,000,000.00 per occurrence, property damage limits of at least \$1,000,000.00 per occurrence, with aggregate coverage limits of at least \$2,000,000.00.

(ii) Insurance Required of Contractors. Before any contractor that will provide any labor or materials to the Project will be allowed onto the Property, the SBVCB shall have been provided proof of insurance, in the form of certificates of insurance from each such contractor of:

(A) comprehensive protective liability insurance policy with personal injury coverage of at least \$1,000,000.00 per occurrence, property damage coverage of at least \$1,000,000.00 per occurrence, auto liability coverage of least \$1,000,000.00; and an excess umbrella of at least \$2,000,000.00.

(B) workers compensation insurance in amounts as required by statute.

(iii) Additional Insureds and Notice of Cancellation/Termination. Each policy of insurance required hereunder shall name the City as an additional insured and shall not be cancellable or terminated except upon 30 day advance notice to the City.

(iv) Insurance Companies. Each insurance company providing insurance to the SBVCB or any contractor required to provide insurance hereunder shall be licensed to do business in the State of Wisconsin and have an AM Best rating satisfactory to the City in its sole discretion.

(j) Vacating Project Site. No later than five business days after final completion of the Project, the SBVCB shall promptly remove or cause to be removed from the Property all equipment used by the SBVCB's consultants or contractors in performing the Project and shall repair and restore those portions of the Property to reasonably equivalent condition as existed prior to such activities or to the condition required by the Plans.

(k) Assignment of Warranties and Manuals. Upon final completion of the Project, all warranties of the labor and materials, including equipment, provided to the Project shall be assigned by the SBVCB to the City and all manuals for the same shall be delivered to the City.

(l) Record Drawings. Upon final completion of the Project, SBVCB shall supply to the City two sets of record drawings depicting and describing the final location, depth, quantity, and material of any underground utilities (electric, water, irrigation, and drainage).

4. Representations and Warranties.

(a) By the SBVCB. The SBVCB represents and warrants to the City, which representations and warranties shall survive completion of the Project, that:

(i) The SBVCB is a Wisconsin non-stock corporation that has filed its required annual reports with the Wisconsin Department of Financial Institutions and has not filed articles of dissolution;

(ii) Entering into this Agreement is consistent with the SBVCB's articles of incorporation and bylaws;

(iii) All actions required of the SBVCB to authorize the SBVCB to enter into this Agreement and perform its obligations hereunder have been duly taken;

(iv) The person who is executing this Agreement on behalf of the SBVCB has been duly authorized to do so by all necessary corporate action;

(v) Entering into this Agreement will not violate any agreement by which the SBVCB is bound; and

(vi) Before executing this Agreement, the SBVCB has had sufficient opportunity to review a draft of this Agreement, negotiate its terms and participate in the drafting of its final version.

(b) By City.

(i) All actions required of the City to authorize the City to enter into this Agreement have been duly taken;

(ii) The persons who are executing this Agreement on behalf of the City have been duly authorized to do so by all necessary municipal action; and

(iii) Entering into this Agreement will not violate any agreement by which the City is bound.

5. Indemnification.

(a) General SBVCB Indemnity. The SBVCB, for itself, its officers, directors, members, employees, agents, contractors, insurers and attorneys, and all persons claiming under or through them (each, an "Indemnifying Party," and, together, the "SBVCB Indemnifying Parties"), shall protect, defend, indemnify and hold harmless the City, its council members, officers, employees, agents, contractors, insurers and attorneys, and all persons claiming under or through them (each an "Indemnified Party," and, together, the "City Indemnified Parties") of and from all demands, damages, fines, liability, costs, fees (including reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity), judgments, awards and any other sums due or claimed due and relating in any way to the presence of any of the SBVCB Indemnifying Parties upon the the Property or their involvement in the Project, except to the extent caused by the negligence or intentional misconduct of the City or its employees or invitees.

(d) Indemnification Procedure. The Indemnified Party shall give the Indemnifying Party prompt notice of any claim for which it seeks indemnification (an "Indemnified Claim") (provided, however, that such notice shall not be a condition to the indemnity obligations hereunder unless the Indemnifying Party is materially and adversely affected by the Indemnified Party's failure or delay in giving such notice). Unless the Indemnifying Party or its insurer(s) reasonably appear to be unable to fulfill their financial obligations under this section, the Indemnifying Party shall at all times have the right to control the defense of any Indemnified Claim, but, to the extent no conflict exists, will allow the Indemnified Party to consult with the Indemnifying Party and its insurer on any significant legal strategies, including, but not limited to motions to dispose of the claims, hiring experts, notices of depositions and settlement discussions. Except in the event of a conflict of interest, any settlement offers and agreements must be approved by both Parties, and such approval shall not be unreasonably withheld. Selection of a law firm and lawyer to defend an Indemnified Claim shall be subject to approval by the Indemnified Party, which shall not be unreasonably withheld; provided, however, if the Indemnified Party reasonably determines such law firm or lawyer is not providing an adequate defense to the Indemnified Claim, the Indemnified Party may require the Indemnifying Party to retain substitute counsel. Nothing in this subsection shall preclude the Indemnified Party from retaining counsel at its own cost to monitor and, as it deems necessary, participate in the defense of the Indemnified Claim.

6. Force Majeure. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. "Unavoidable delays"

means delays beyond the reasonable control of the Party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, the actions of either Party to this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency (each, a "Force Majeure Event"). The foregoing notwithstanding, the extension of time under this Section 6 shall continue for a period of ninety (90) days in the aggregate for all Force Majeure Events without the written consent of the other Party, which in the case of the City's consent, may be withheld in the City's sole discretion.

7. Default and Remedies.

(a) Default by the SBVCB. It shall be an Event of Default under this Agreement if:

(i) Failure to Provide Insurance. The SBVCB or any contractor that is required to provide insurance under this Agreement fails to maintain the required insurance and such insurance is not reinstated within one business day of its cancellation or termination, and, during any such period, the City may demand and the SBVCB shall promptly suspend work on the Project until the City acknowledges receipt of proof of cure, satisfactory to the City;

(ii) Failure to Abide by Other Terms. The SBVCB fails to perform any other of its obligations under this Agreement and such failure continues for a period of 30 days from the date of notice from the City to the SBVCB; provided, however, except as otherwise provided by this Agreement if such cure cannot reasonably be accomplished within such 30 days and the delay in cure does not materially impair the financial interests of the City, and if the SBVCB promptly commences cure within the 30 days of notice and diligently pursues cure thereafter, the SBVCB shall have a reasonable time, not to exceed 30 days after the initial 30 days (a total of 60 days) to cure;

(iii) Misrepresentation. Any representation or warranty made by the SBVCB in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;

(iv) Insolvency. The SBVCB is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing; or

(v) Involuntary Liens. Subsection 7(a)(ii) above notwithstanding, any lien, other than a lien for taxes not yet due and payable, is imposed upon the Property involuntarily due to the acts or omissions of the SBVCB and such lien is not removed as required under Section 3(h) above.

(b) Default by City.

(i) Failure to Satisfy Conditions Precedent. The City fails or unreasonably delays in the performance of any of the conditions precedent; provided, however, if such failure or delay is caused by events or omissions of third parties over which the City has no control, and if the City diligently pursues performance, the City shall not be in default; or

(ii) Misrepresentation. Any representation or warranty of the City in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;

(c) Remedies. In case of an Event of Default, the non-defaulting Party's remedies are limited to the following, which shall be the Parties' exclusive remedies under this Agreement:

(i) Termination. Terminate this Agreement without further notice, but such termination shall not affect the non-defaulting Party's right to assert any other right afforded under this Section 7(c);

(ii) Recourse to Bonds. To the extent of the existence of any bonds for the Project, seek performance or payment under the performance and payment bonds, as provided therein;

(iii) Other Remedies. Exercise any other right available in law or equity;
and

(iv) Costs and Attorney Fees. The prevailing party in any legal dispute regarding the negotiation, interpretation or enforcement of this Agreement shall be entitled to collect from the non-prevailing party the reasonable attorney fees and costs incurred by the prevailing party relating to such proceeding. In any such proceeding, the Parties shall request a specific finding from the court as to which of the Parties is the prevailing party.

(d) Limitation of Damages. Except as to indemnification obligations, neither Party shall be liable to the other for any consequential, indirect, incidental, punitive or exemplary damages. The City reserves all rights to the immunity and damage limitations afforded the City by statute, including, without limitation, s.893.80 of the Wisconsin Statutes.

(e) No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive the non-defaulting Party of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.

(f) Remedies Cumulative. The rights and remedies of the Parties provided in Section 7(c) of this Agreement shall be cumulative, and the exercise of any one or more such remedies shall not preclude the exercise by that Party, at the same or different times, of any other such remedies for any other default or breach by the other Party.

8. Miscellaneous.

(a) No Personal Interest of Public Employee. No official or employee of the City shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the Project or this Agreement. No official or employee of the City shall be personally liable to the SBVCB or any successor in interest, in the event of any default or breach by the City, or for any amount that becomes due to the SBVCB or the SBVCB's successors under this Agreement.

(b) No Liability of the SBVCB Officers or Directors. No officer or director of the SBVCB shall be personally liable to the City in the event of any default or breach by the SBVCB, or for any amount that becomes due to the City under this Agreement.

(c) Applicable Law, Severability and Entire Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. If any provision of this Agreement, or the application thereof to any persons or circumstances shall be invalid or unenforceable to any extent, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding among the Parties with respect to its subject matter, there being no terms, conditions, warranties or representations with respect to its subject matter other than that contained herein.

(d) Assignment. This Agreement may not be assigned by either of the Parties without their written consent, which may be withheld in their sole discretion. The foregoing notwithstanding, if this Agreement is assigned, it shall be binding upon and shall inure to the benefit of the Parties, their respective successors and assigns.

(e) Amendments. This Agreement may not be changed orally, but only by agreement in writing and signed by the Parties.

(f) Third Parties. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the Parties hereto and not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.

(g) No Partnership. This Agreement does not create any partnership or joint venture between the Parties or render any Party liable for any of the debts or obligations of any other Party.

(h) Headings. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.

(i) Notices. A notice, demand or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested or delivered personally:

To : Sturgeon Bay Visitor & Convention Bureau, Inc.
36 South 3rd Avenue
Sturgeon Bay, WI 54235
Attn: Pam Seiler

To the City: City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI 54235
Attn: Mayor

or to such other address, within the United States, with respect to a Party as that Party may from time to time designate in writing and forward to the other as provided in this section. A copy of any notice, demand or other communication under this Agreement given by a Party under this Agreement to any other Party under this section shall be given to each other Party to this Agreement.

(j) Counterparts and Signatures. This Agreement may be signed in counterparts. Except as may be required for purposes of recording, photocopied, electronic and facsimile signatures shall have the same effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Development Agreement to be executed, effective the date first above written.

CITY OF STURGEON BAY

By: _____
David J. Ward, Mayor

By: _____
Stephanie Reinhardt, Clerk

**STURGEON BAY VISITOR & CONVENTION
BUREAU, INC.**

By: _____
Pam Seiler, Executive Director

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B
PRELIMINARY DRAWING OF PROJECT

ORDINANCE NO. _____

THE COMMON COUNCIL OF THE CITY OF STURGEON BAY, WISCONSIN DO ORDAIN AS FOLLOWS:

SECTION 1: Section 27.12 (3) of the Municipal Code (Sign Code) is hereby repealed and recreated as follows:

(3) *Banners on city property.* The sign inspector may issue a special sign permit for a temporary banner erected on city property **with assigned banner** sites in connection with a social or civic event, subject to the following restrictions:

- ~~(a) The banner shall not exceed 100 square feet.~~
- ~~(b) No banner shall be erected in such a manner that any portion is 20 feet or more in height.~~
- ~~(c) The banner shall meet the general design requirements and shall meet the setback requirements of a ground sign in a commercial or industrial district.~~
- ~~(d) Each banner shall be permitted for a maximum of 30 days per calendar year.~~
- ~~(e) No wires or metallic materials shall be used to attach such banner.~~
- ~~(f) Over the street banners are prohibited.~~
- ~~(g) Banners on the east and west city banner site standards will be permitted with the following additional restrictions:

 - ~~1. Use of city owned banner sites to promote events outside the city shall only be allowed upon receipt of authorization from the community protection and services committee or chairman of said committee.~~
 - ~~2. Banners shall not include any commercial advertising or promotions, other than listing corporate sponsors.~~
 - ~~3. Temporary banners for events being held within the City of Sturgeon Bay will be given priority for use of city owned banner sites.~~
 - ~~4. All permitted banners must be removed by expiration date on the permit.~~
 - ~~5. A hold harmless agreement shall be signed at the time the permit is issued.~~~~
- ~~(h) If city property has been reserved for the purposes of conducting such social or civic event, one banner may be erected on such property without requiring a sign permit, provided the banner is not displayed for more than 24 hours prior to or after such event and provided such banner meets all other banner requirements of this subsection.~~

(a) Use of city owned banner sites shall be permitted solely for events held within the city.

(b) Events promoted by the Sturgeon Bay Visitors Center, Sturgeon Bay or any other events sponsored by the City shall take priority over all other permitted events.

- (c) All permitted banners must be removed by expiration date on the permit.
- (d) Each permit shall not exceed 7 consecutive days and shall not be erected earlier than 28 days prior to the event.
- (e) No wires or metallic materials shall be used to attach such banner.
- (f) The banner(s) shall not exceed a three foot height or an eight foot width.
- (g) Banners shall not include any commercial advertising or promotions, other than listing corporate sponsors.
- (h) A hold harmless agreement shall be signed at the time the permit is issued.

SECTION 2: Section 20.09 of the Municipal Code (Sign Code) is hereby amended as follows:

- (19) Banners on City property for social or civic events: One banner may be erected on city property that has been reserved for the purpose of conducting a social or civic event, provided the banner is displayed only during the days of the event and provided that the sign meeting the requirements of section 27.12(3).
- (20) Banners for city sponsored events: Temporary banners on city-owned property in connection with events sponsored by the Sturgeon Bay Visitors Center or the City of Sturgeon Bay subject to the approval of the municipal services director.

SECTION 3: This ordinance shall take effect the day after publication.

Approved by:

David Ward
Mayor

Attested by:

Stephanie L. Reinhardt
City Clerk

EXECUTIVE SUMMARY**DATE:** January 28, 2020**TITLE:** Award of Contract for Project 2001 (E Walnut Drive Reconstruction Project)

BACKGROUND: On January 27, 2020 the Engineering Department received bids for Project 2001 (E Walnut Drive Reconstruction Project). In accordance with the City of Sturgeon Bay Purchasing & Property Accountability Policy, specifications were prepared and competitive sealed bidding was used to obtain pricing. The specifications prepared included all items of work that were presented in the approved 2020 Capital Roadway Improvements at the January 7, 2020 Board of Public Works meeting. Five bids were received for the project and the overall results are summarized below:

\$191,612.60 Peters Concrete Company
 \$197,915.32 Advance Construction, Inc.
 \$208,007.52 Dorner Inc.
 \$225,111.97 De Groot, Inc.
 \$244,116.66 David Tenor Corporation

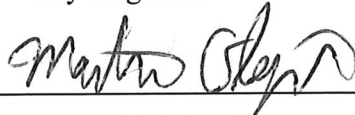
Also, attached is a copy of the bid tab summary for the project. After completing a review of the bids it has been determined that the bid from Peters Concrete Company is complete and would be the low bid.

FISCAL IMPACT: \$191,612.60. The 2020 Capital Roadway Improvements budget has enough money to complete this project. The recommended bid from Peters Concrete Company came in under the initial preliminary engineering estimated amounts for the storm sewer and roadway improvements.

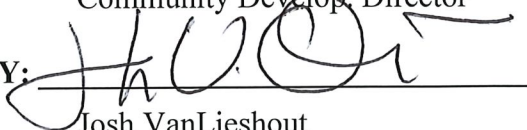
RECOMMENDATION: Award the Contract for Project 2001 (E Walnut Drive Reconstruction Project) to Peters Concrete Company with unit pricing amounts totaling an estimated cost of \$191,612.60.

SUBMITTED BY:Chad Shefchik
City Engineer1-28-20

Date

REVIEWED BY:Marty Olejniczak
Community Development Director1/28/2020

Date

REVIEWED BY:Josh VanLieshout
City Administrator1/31/20

Date

Item #	E Walnut Drive (E Walnut Place to S Tomahawk Ave) - Item Descriptions	Unit	Estimated Quantity
1	Mobilization	LS	1.00
2	Traffic Control	LS	1.00
3	Remove Street Tree & Stump	EA	3.00
4	Remove Concrete Sidewalk and Driveways (includes cutting)	SF	2120.00
5	Remove Curb & Gutter (includes cutting)	LF	1615.00
6	Remove Driveway Asphalt Pavement (includes cutting)	SY	122.00
7	Unclassified Excavation (includes existing asphalt pavement removal)	CY	1143.00
8	Geogrid - Tensar International TriAx TX 160	SY	2996.00
9	Base Aggregate - 1-1/4" Dense Graded Base (measured in place 12" thick) - Asphalt Base Only	CY	793.00
10	New Concrete Curb & Gutter - 30" (includes base excavation and base)	LF	1618.00
11	New Concrete Sidewalk or Driveway - 6" (includes base excavation and base)	SF	2397.00
12	Base Aggregate Fine Grading	SY	2379.00
13	Asphaltic Binder Course - 2" Asphalt	TON	262.00
14	Asphaltic Surface Course - 1-1/2" Asphalt	TON	196.00
15	Asphaltic Surface Course - 3" Asphalt (driveways & misc. patches)	TON	26.00
16	Connect to Existing Storm Sewer Main - (8" PVC SDR35 not at a manhole or inlet)	EA	1.00
17	Connect to Existing Catch Basin - (Drill hole for new 8" PVC SDR35 pipe installation)	EA	2.00
18	Storm Sewer Manhole - 4' Diameter (new installation)	VF	18.12
19	Storm Sewer Inlet / Catch Basin - 2'x3' (remove & replace)	EA	2.00
20	Storm Sewer Main - 8" PVC SDR35 (new installation)	LF	712.00
21	Storm Sewer Cleanout (all per detail) - NOTE: Casting will be provided by City	EA	1.00
22	Storm Sewer Lateral - 4" PVC SDR35 (remove & replace)	LF	35.00
23	Storm Sewer Lateral Connections (at main & splice)	EA	5.00
24	Storm Sewer Lateral Stub (all per detail - vye, bend, cap, rebar)	EA	3.00
25	Remove Storm Sewer - 8" Corrugated Metal	LF	32.00
26	Polystyrene Insulation - 2" (under storm sewer over water laterals or water mains)	SF	72.00

Peters Concrete Company		Unit Price	Line Item Total
		\$ 6,800.00	\$ 6,800.00
		\$ 1,800.00	\$ 1,800.00
		\$ 250.00	\$ 750.00
		\$ 0.40	\$ 848.00
		\$ 2.35	\$ 3,795.25
		\$ 2.00	\$ 244.00
		\$ 16.15	\$ 18,459.45
		\$ 4.65	\$ 13,931.40
		\$ 23.50	\$ 18,635.50
		\$ 15.80	\$ 25,564.40
		\$ 5.65	\$ 13,543.05
		\$ 1.85	\$ 4,401.15
		\$ 77.50	\$ 20,305.00
		\$ 91.25	\$ 17,885.00
		\$ 206.00	\$ 5,356.00
		\$ 200.00	\$ 200.00
		\$ 400.00	\$ 800.00
		\$ 465.00	\$ 8,425.80
		\$ 2,295.00	\$ 4,590.00
		\$ 32.55	\$ 23,175.60
		\$ 175.00	\$ 175.00
		\$ 20.00	\$ 700.00
		\$ 100.00	\$ 500.00
		\$ 100.00	\$ 300.00
		\$ 10.00	\$ 320.00
		\$ 1.50	\$ 108.00
		Totals:	\$ 191,612.60

Advance Construction, Inc.		Unit Price	Line Item Total
		\$ 9,500.00	\$ 9,500.00
		\$ 2,500.00	\$ 2,500.00
		\$ 350.00	\$ 1,050.00
		\$ 0.60	\$ 1,272.00
		\$ 3.00	\$ 4,845.00
		\$ 4.50	\$ 549.00
		\$ 21.00	\$ 24,003.00
		\$ 4.25	\$ 12,733.00
		\$ 24.84	\$ 19,698.12
		\$ 14.00	\$ 22,652.00
		\$ 5.85	\$ 14,022.45
		\$ 1.85	\$ 4,401.15
		\$ 77.50	\$ 20,305.00
		\$ 91.25	\$ 17,885.00
		\$ 205.80	\$ 5,350.80
		\$ 100.00	\$ 100.00
		\$ 250.00	\$ 500.00
		\$ 465.00	\$ 8,425.80
		\$ 2,175.00	\$ 4,350.00
		\$ 29.00	\$ 20,648.00
		\$ 500.00	\$ 500.00
		\$ 26.00	\$ 910.00
		\$ 100.00	\$ 500.00
		\$ 185.00	\$ 555.00
		\$ 15.00	\$ 480.00
		\$ 2.50	\$ 180.00
		Totals:	\$ 197,915.32

Dorner Inc.		Unit Price	Line Item Total
		\$ 15,257.00	\$ 15,257.00
		\$ 1,584.00	\$ 1,584.00
		\$ 345.00	\$ 1,035.00
		\$ 1.00	\$ 2,120.00
		\$ 2.00	\$ 3,230.00
		\$ 4.00	\$ 488.00
		\$ 8.00	\$ 9,144.00
		\$ 6.00	\$ 17,976.00
		\$ 23.00	\$ 18,239.00
		\$ 19.00	\$ 30,742.00
		\$ 7.00	\$ 16,779.00
		\$ 2.00	\$ 4,758.00
		\$ 80.00	\$ 20,960.00
		\$ 94.00	\$ 18,424.00
		\$ 212.00	\$ 5,512.00
		\$ 287.00	\$ 287.00
		\$ 352.00	\$ 704.00
		\$ 446.00	\$ 8,081.52
		\$ 1,857.00	\$ 3,714.00
		\$ 33.00	\$ 23,496.00
		\$ 387.00	\$ 387.00
		\$ 37.00	\$ 1,295.00
		\$ 405.00	\$ 2,025.00
		\$ 326.00	\$ 978.00
		\$ 18.00	\$ 576.00
		\$ 3.00	\$ 216.00
		Totals:	\$ 208,007.52

De Groot, Inc.		Unit Price	Line Item Total
		\$ 4,747.00	\$ 4,747.00
		\$ 1,515.00	\$ 1,515.00
		\$ 1,515.00	\$ 4,545.00
		\$ 0.80	\$ 1,696.00
		\$ 1.86	\$ 3,003.90
		\$ 3.98	\$ 485.56
		\$ 8.32	\$ 9,509.76
		\$ 5.84	\$ 17,496.64
		\$ 23.59	\$ 18,706.87
		\$ 19.09	\$ 30,887.62
		\$ 7.53	\$ 18,049.41
		\$ 1.96	\$ 4,682.84
		\$ 82.19	\$ 21,533.78
		\$ 96.77	\$ 18,966.92
		\$ 218.25	\$ 5,674.50
		\$ 1,515.00	\$ 1,515.00
		\$ 1,666.50	\$ 3,333.00
		\$ 634.54	\$ 11,497.86
		\$ 1,804.30	\$ 3,608.60
		\$ 51.63	\$ 36,760.56
		\$ 353.50	\$ 353.50
		\$ 38.89	\$ 1,361.15
		\$ 505.00	\$ 2,525.00
		\$ 555.50	\$ 1,666.50
		\$ 20.20	\$ 646.40
		\$ 5.05	\$ 363.60
		Totals:	\$ 225,111.97

David Tenor Corporation		Unit Price	Line Item Total
		\$ 14,000.00	\$ 14,000.00
		\$ 1,200.00	\$ 1,200.00
		\$ 350.00	\$ 1,050.00
		\$ 0.77	\$ 1,632.40
		\$ 1.80	\$ 2,907.00
		\$ 4.58	\$ 558.76
		\$ 8.10	\$ 9,258.30
		\$ 5.67	\$ 16,987.32
		\$ 22.92	\$ 18,175.56
		\$ 18.54	\$ 29,997.72
		\$ 7.32	\$ 17,546.04
		\$ 1.90	\$ 4,520.10
		\$ 79.93	\$ 20,915.46
		\$ 94.00	\$ 18,424.00
		\$ 212.00	\$ 5,512.00
		\$ 600.00	\$ 600.00
		\$ 1,000.00	\$ 2,000.00
		\$ 600.00	\$ 10,872.00
		\$ 2,400.00	\$ 4,800.00
		\$ 82.00	\$ 58,384.00
		\$ 400.00	\$ 400.00
		\$ 45.00	\$ 1,575.00
		\$ 200.00	\$ 1,000.00
		\$ 475.00	\$ 1,425.00
		\$ 5.00	\$ 160.00
		\$ 3.00	\$ 216.00
		Totals:	\$ 244,116.66

Executive Summary

Date: 29 January 2020

Title: Shoreline Repairs for Sunset Park

Background: The Director of Municipal Services was tasked with getting estimates for engineering services, permits, preparation of a bid tab, and repairs to the shoreline at Sunset Park. The City Engineer assisted with the process. We attended the Door County 2020 Flooding Informational Seminar to better understand the process of improving the shoreline. We attended a meeting with Roen Salvage Company to gather more information of appropriate methods of repair and protection. After gathering sufficient information we met with Steve Parent of Baudhuin Incorporated in Sturgeon Bay. Mr. Parent was highly recommended by Roen Salvage and Death's Door Marine for shoreline engineering services. We discussed our desire for an estimate for design, permitting with WI DNR, specification, writing a plan and bid tab, and construction inspection. The prices for these services are estimated at \$7,750.

Baudhuin also provided an estimate cost per LF of riprap at \$250 and stepped revetment at \$350.
 Initial estimate of 1540 LF of rip rap X \$250 = \$385,000
 Initial estimate of 160 LF of stepped revetment X \$350 = 56,000

Total project cost: \$448,750

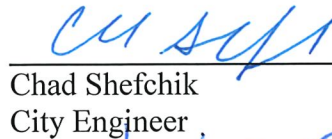
Prepared By:



Mike Barker
Municipal Services Director

Date: 1-30-2020

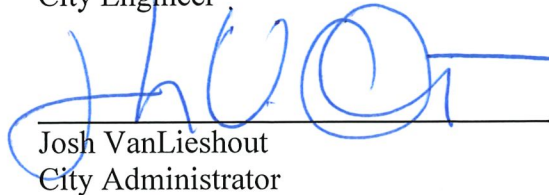
Reviewed By:



Chad Shefchik
City Engineer

Date: 1-30-20

Reviewed By:



Josh VanLieshout
City Administrator

Date: 1-30-20

**RESOLUTION
CITY OF STURGEON BAY COMMON COUNCIL**

Proclamation: Celebrating the 100th Anniversary of the League of Women Voters

Whereas, the League of Women Voters was founded by the foremothers of the suffragist movement on February 14, 1920, to help the 20 million women enfranchised by the 19th Amendment carry out their new responsibility as voters, and;

Whereas, for 100 years the League has utilized grassroots and nonpartisan engagement to inform citizens, improve government, and defend democracy, and;

Whereas, the League has worked to protect and strengthen voting rights and access, and to promote open and fair elections, and;

Whereas, the League continues today as a nonpartisan political organization that encourages informed and active participation in government and works to increase understanding of major issues and public policy through education and advocacy, and;

Whereas, the League of Women Voters of Door County was founded in 1952, and has a current membership of 70 women and men, and;

Whereas, the League of Women Voters of Door County vigorously works: to assist with voter registration, to educate voters through local candidate forums and election information, and to hold educational meetings on key issues, and;

Whereas, the League of Women Voters of Door County believes that active and engaged citizens are, and must continue to be, the backbone of democracy;

NOW THEREFORE, The City of Sturgeon Bay Common Council proclaims February 14, 2020 as the official date to celebrate the League of Women Voters on its 100th Anniversary, and in particular to commend the League of Women Voters of Door County for almost seven decades of significant contributions and efforts to strengthen democracy for the all the people of the City of Sturgeon Bay.

RESOLUTION

RESOLUTION AUTHORIZING ADJUSTMENTS TO THE 2020 GENERAL FUND BUDGET

WHEREAS, the 2020 appropriations need to be adjusted for the General Fund Budget; and

WHEREAS, appropriations in the amount of \$32,000 in the 2020 General Fund Budget relating to Professional Contract Services in the Assessing Department needs to be increased by \$93,000, for a line item total of \$125,000, and appropriated to enter into an agreement with Associated Appraisal Consultants to perform an Interim Market Update Revaluation.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Sturgeon Bay; That the budget adjustment as stated above is hereby budgeted and appropriated in 2020, as applicable.

* * * *

Read by _____.

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

Passed by the Council on the _____ day of _____, 2020.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the Agreement for Assessment Services with Associated Appraisal Consultants through year 2023 and the Additional Scope of Services for the Interim Market Update Revaluation.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: January 14, 2020

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2020.

Executive Summary

Title: Agreement for Assessment Services with Associated Appraisal Consultants including Interim Market Update Revaluation for Property Assessments

Background: The assessing department is responsible for establishing and maintaining values for all non-manufacturing property in the city. Most of the time assessed values are simply carried over from previous year if no changes to the property occur such as building projects, ownership changes or lot splits. But municipalities are periodically required to perform a full revaluation of all parcels. The state requires a revaluation if a city's assessment ratio is less than 90% or more than 110% of actual market value. But the state recommends doing a revaluation every 5 to 10 years even if the ratio is close to actual market value in order to ensure fairness amongst all properties and property categories.

The last revaluation for Sturgeon Bay occurred in 2004. Hence, an argument can be made that a revaluation should occur due to the long amount of time that has passed. For instance, the long period since the last revaluation was cited by the judge as one of the factors in his decision to rule in favor of lowering the assessed value for Stone Harbor. The current assessment ratio is 90.5%, which is close to threshold for triggering a required revaluation. Thus, if market value of real estate continues to go up, the City may be obligated to perform the revaluation.

Over the last several years the City has been reluctant to commit to a full revaluation because of the cost – about \$250,000. Instead the Council has elected in most years to put a set amount into a reserve account for that purpose. The reserve account now has \$125,000. Recently, the City's contracted assessor, Associated Appraisal Consultants, informed us about another option for revaluing the City's property. This option is called an Interim Market Update Revaluation. This option, as opposed to a full revaluation, is often used when there is confidence in the property record system and all that is needed is professionally performed valuation updating. Interior property inspections and measurements are not performed. Because Sturgeon Bay has a robust computerized property records system and good track record of requiring and enforcing building permits, we believe the current property information is accurate and all that is needed is to reset the property values based upon that data.

Associated Appraisal has offered to perform the Interim Market Update Revaluation during 2020 for \$93,000. This figure is less than the amount in the Assessing Revaluation Reserve Account. Staff believes this option is a very cost effective option to update the property assessments and ensure fairness across all categories of property.

The second assessing issue involves the annual maintenance assessment services. The City has contracted with Associated Appraisal for the assessing services since 2010. The current contract runs through this year. Associated Appraisal is offering to extend the contract for an additional three years through 2023. Their proposed annual fee is \$33,000 for each of the additional three years, which is a 3.1% increase over the 2020 annual fee of \$32,000.

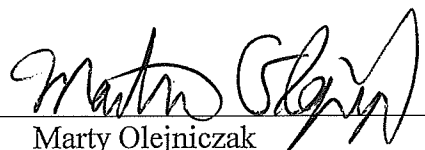
City staff has been very satisfied with Associated Appraisal's performance. There have been very few appeals to the Board of Review over the assessed amounts. There have been virtually no instances of property tax refunds due to mistakes by the assessor. The \$1,000 increase for the maintenance work is appropriate given that this amount has not been increased in several years and will not increase during the additional three years of the proposed contract. Therefore, staff is in agreement with the proposal.

Fiscal Impact: The extension of the contract has a fiscal impact of \$33,000 for each of the years 2021, 2022, and 2023. The \$33,000 will need to be budgeted in the operating budget for those years. There is no impact for 2020 because the amount (\$32,000) does not change.

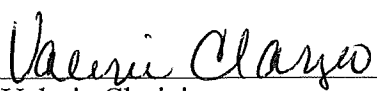
For the Interim Market Update Revaluation the fiscal impact is \$93,000. That amount can be taken from the existing reserve account, which was already taxed for that purpose. Thus, there is no need for additional funding for that aspect of the proposed contract. This is a non-budgeted item which will require a ¾ vote of the Council and a formal budget amendment which requires a 2/3 vote of the Council.

Recommendations:

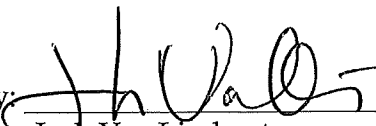
- 1) Approve the Agreement for Assessment Services with Associated Appraisal Consultants through year 2023 and the Additional Scope of Services for the Interim Market Update Revaluation (Non-budgeted ¾ vote required at Council).
- 2) Forward to the Common Council a budget amendment resolution to increase the 2020 General Fund budget in an amount of \$93,000 for the Interim Market Update Revaluation for Property Assessments (Requires 2/3 vote = 5 at Council)

Drafted by: 
Marty Olejniczak
Community Development Director

Jan 9, 2020
Date

Reviewed by: 
Valerie Clarizio
Finance Director

1/9/20
Date

Reviewed by: 
Josh Van Lieshout
City Administrator

1/9/20
Date

RESOLUTION

RESOLUTION AUTHORIZING ADJUSTMENTS TO THE 2020 GENERAL FUND BUDGET

WHEREAS, the 2020 appropriations need to be adjusted for the General Fund Budget; and

WHEREAS, appropriations in the amount of \$32,000 in the 2020 General Fund Budget relating to Professional Contract Services in the Assessing Department needs to be increased by \$93,000, for a line item total of \$125,000, and appropriated to enter into an agreement with Associated Appraisal Consultants to perform an Interim Market Update Revaluation.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Sturgeon Bay; That the budget adjustment as stated above is hereby budgeted and appropriated in 2020, as applicable.

* * * *

Read by _____.

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

Passed by the Council on the ____ day of _____, 2020.

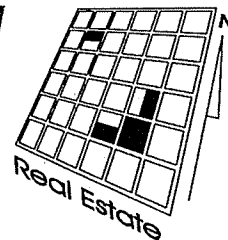
AGREEMENT FOR ASSESSMENT SERVICES

Prepared for the
City of Sturgeon Bay
Door County

By

***Associated Appraisal
Consultants, Inc.***

Appleton ■ Hurley ■ Lake Geneva



W6237 Neubert Road | P.O. Box 291
Appleton, WI 54942-0291
Phone (920) 749-1995/Fax (920) 731-4158

Lake Geneva Office
Walworth County
Lake Geneva, WI 53147-1114

Ironwood, Michigan Office
N10257 Lake Road
Ironwood, MI 4993

Hurley Office
Iron County
P.O. Box 342
Hurley, WI 54534-0342

AGREEMENT FOR MAINTENANCE ASSESSMENT SERVICES

This Agreement is by and between the **City of Sturgeon Bay, Door County, State of Wisconsin**, a municipal corporation (hereafter "Municipality") and ASSOCIATED APPRAISAL CONSULTANTS, INC., with its principal office at W6237 Neubert Road, Appleton, WI 54913 (hereafter "Assessor") as follows:

I. SCOPE OF SERVICES. All services rendered shall be completed in full accordance and compliance with Wisconsin Statutes, the *Wisconsin Property Assessment Manual* and all rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue as of the date of this agreement. That being said, this agreement is being provided under the assumption all property records are in a digital format. Digital property records include digital photographs, sketches and property record data compliant with Wisconsin Department of Revenue mandates. In the event the records are not digital, there shall be an additional cost for conversion. Additional scope of services performed by the Assessor are further described in Appendix A that is attached hereto and incorporated herein by reference.

INSPECTIONS. The following inspection cycle is to be completed by the Assessor annually:

- 1) New construction, annexed properties, and properties with a change in exemption status shall be physically inspected, and the property record card prepared or updated as needed.
- 2) Properties affected by building removal, fire, significant remodeling (those requiring a building permit), or other major condition changes shall be physically inspected.
- 3) Improved properties under construction over a period of years shall be re-inspected.
- 4) All sales properties, legal description changes, and zoning changes shall be reviewed and inspected if deemed necessary to ensure a fair assessment.
- 5) Requests for review by property owners, made after the close of the municipal Board of Review, and prior to signing the affidavit for the next assessment roll, shall be physically inspected during the current assessment cycle.
- 6) A classification review shall be conducted annually to determine eligibility for agricultural use value assessment and the assessment of agricultural forestland and undeveloped land.

A. PARCEL IDENTIFICATION. The legal description and size of each land parcel shall be contained in the existing property records. The drawings and measurements of each primary improvement shall be contained in the existing property records. For all new records, the Assessor shall provide digital drawings and digital photographs of each primary improvement. In the event of a discrepancy found in existing records, the Assessor shall investigate and correct the record.

B. PREPARATION OF RECORDS. Appropriate records shall be used in the evaluation and collection of data for residential improvements, commercial improvements, and

agricultural improvements. All information relating to the improvements shall be obtained and shown as provided on the respective forms. The Assessor shall supply to the Municipality a complete set of property records in a computer readable format compatible with the Municipality's computer system and update records within fourteen (14) days of final adjournment of the Board of Review. Records shall be updated prior to open book and again to reflect any changes made at Board of Review.

C. **APPROACH TO VALUE.** Assessor shall assess all taxable real estate according to market value, as established by professionally acceptable appraisal practices, except where otherwise provided by law. Assessor shall consider the sales comparison approach, the cost approach and the income approach in the valuation of all property.

- 1) **Sales Comparison Approach.** Assessor will collect, compile and analyze all available sales data for the Municipality in order to become familiar with the prevailing market conditions and activity. A detailed analysis of sales data will be prepared, including a picture book of recent residential and agricultural sales. Vacant land sales will also be compiled and analyzed. In valuing property by the sales comparison approach, subject properties will be appraised through a detailed comparison to similar properties that have recently sold, making careful consideration of similarities and differences between the subject and comparable sale properties.
- 2) **Cost Approach.** The cost approach to value will be considered for all taxable improved property. Replacement costs for residential and agricultural improvements will be calculated per Volume II of the *Wisconsin Property Assessment Manual*. Replacement costs for commercial improvements will be calculated using Marshall & Swift valuation service. All accrued depreciation, including physical deterioration, functional obsolescence, and economic obsolescence will be accurately documented and deducted from current replacement costs.
- 3) **Income Approach.** Consideration of the income approach to value will be made when the income or potential income generated by the real estate is deemed likely to affect the property's resale value. Data to be analyzed will include economic rents, typical vacancy rates and typical operation expense ratios. In the valuation of property by the income approach, adequate records will be prepared, showing a reconstruction of income and expenses, as well as all calculations used to arrive at market value, including formulas and capitalization rates as appropriate to the type of property being appraised.

D. **OPEN BOOK CONFERENCE.** Upon completion of the Assessor's review of assessments and prior to completion of the assessment roll, the Assessor shall hold open book conferences for the purpose of enabling property owners or their agents to review and compare the assessed values. The Assessor shall mail a notice of assessment for each taxable parcel of property whose assessed value has changed from the previous year. The notice form used shall be that prescribed by the Department of Revenue, and include the time and place the open book conference(s) will be held. Mailing shall not be less than fifteen days prior to the first day of the conference for the convenience of property owners. The Assessor shall take the phone calls to schedule appointments for the open book conference as needed. The assessor shall be present at the open book conference for a time sufficient to meet with the property owners or their agents

and shall be present at least two hours or as needed. Assessor shall provide the necessary staff to handle the projected attendance.

E. COMPLETION OF ASSESSMENT ROLL AND REPORTS. The Assessor shall be responsible for the proper completion of the assessment roll in accordance with current statutes and the *Wisconsin Property Assessment Manual*. The Assessor shall provide final assessment figures for each property to the Municipality, and the roll shall be totaled to exact balance. Assessor shall prepare and submit all reports required of the Assessor by the Wisconsin Department of Revenue; postage is at the Assessor's expense.

F. BOARD OF REVIEW ATTENDANCE. Assessor shall attend all hearings of the Municipal Board of Review to explain and defend the assessed value and be prepared to testify under oath regarding the values determined. In the event of appeal to the Wisconsin Department of Revenue, Assessor shall be available upon request of Municipality to furnish testimony in defense of the values determined for up to eight employee hours per parcel. Testimony in excess of eight employee hours will require an addendum to this agreement. Assessor shall arrange and provide the Personal Property and Real Estate Assessment Roll for viewing by the public as prescribed in Chapter 5 of the Wisconsin Property Assessment Manual, as amended each year, and adhere to any county or Municipality business requirements as prescribed under Wis. Stat. § 70.09(3)(c). Any outside counsel services requested by the Assessor shall be provided and paid for by the Municipality as agreed upon by both parties.

G. PERSONAL PROPERTY ASSESSMENTS. The Assessor shall assist the Municipality prepare and distribute annual personal property statements to all businesses; postage is at the Municipality's expense. By May 1st each year the Assessor will assist the Municipality review statements and follow up with un-filed or incorrect statements. The Assessor shall determine the appropriate assessment. The Assessor shall exercise particular care so that personal property as a class on the assessment roll bears the same relation to statutory value as real property as a class.

H. PUBLIC REQUESTS. The Assessor shall timely respond to all open records requests received by the Assessor. In so doing, the Assessor shall comply with the confidentiality provisions of the law, including sec. 70.35(3), regarding the personal property return; sec. 70.47(7)(af), regarding income and expense information provided to the assessor and board of review; and sec. 77.265, the real estate transfer return.

I. AVAILABILITY. The Assessor shall maintain telephone service to receive calls from the Municipality or property owners five days a week from 8:00 a.m. to 4:30 p.m. excluding holidays and company paid time off. Internet communication is available twenty-four hours per day. The Assessor shall timely respond to all telephone inquiries within two working days or sooner. The Assessor shall copy the municipal clerk on those issues that have been raised to the clerk or board and subsequently passed on to the Assessor. Assessor shall be available to attend City meetings at the request of the Municipality for up to four (4) hours annually not including annual assessment required meetings. Any additional meetings the Assessor shall be asked to attend beyond four (4) hours shall be compensated at the customary rates charged by the Assessor. The Municipality and the Assessor shall discuss the cost prior to attendance.

J. MUNICIPAL RECORDS. The Municipality shall allow access and make available to the Assessor municipal records such as, but not limited to, previous assessment rolls

and records, sewer and water layouts, permits, tax records, records of special assessments, plats, and any other maps currently in the possession of the Municipality at no cost.

K. **MAPS.** Municipality shall provide at no cost to Assessor any plat maps, zoning maps, cadastral maps, or other maps currently in the possession of the Municipality. If such maps necessary for our work are not in the possession of the Municipality, Assessor shall obtain them from the County surveyor, Register of Deeds, or other sources at the Municipality's expense.

II. GENERAL REQUIREMENTS

A. **OATH OF OFFICE.** As the Assessor is a corporation, the person designated as responsible for the assessment shall take and subscribe to an oath or affirmation supporting the Constitution of the United States and to the State of Wisconsin and to faithfully perform the duties of Assessor. The oath shall conform to Section 19.01, Wis. Stats. and be filed with the Municipal Clerk prior to commencing duties. Assessor shall assume the appointed office of City assessor as per Wisconsin Statutes 70.05 (1) for the duration of this contract and shall perform all statutory duties appertaining to such office. As such the Municipality shall hold harmless the Assessor from all claims and liabilities relating to the assessment or taxation of property, including but not limited to claims made under Statutes 74.35, 74.37 and circuit court claims, unless otherwise specified in this agreement and except for liabilities incurred pursuant to Wis. Stats. s. 70.501 relating to fraudulent valuations.

B. **QUALIFICATIONS AND CONDUCT OF PERSONNEL.** The Assessor shall provide at its own expense any personnel necessary and shall comply with the following:

- 1) All personnel providing services shall be currently certified in compliance with Sec. 70.05 and 73.09, Wis. Stats. and the administrative rules prescribed by the Wisconsin Department of Revenue.
- 2) Assessor's field representatives shall carry photo identification cards.
- 3) All employees, agents, or representatives of the Assessor shall conduct themselves in a safe, sober, and courteous manner while performing services within the Municipality.
- 4) The Assessor shall review any complaint relative to the conduct of the Assessor's employees and take appropriate corrective action. If the Municipality deems the performance of any of Assessor's employees unsatisfactory, the Assessor shall, for good cause, remove such employees from work upon written request by Municipality.

C. **ASSESSOR PROVIDED INSURANCE AND INDEMNITY.** The Assessor agrees as follows:

- 1) The Assessor shall obtain and maintain during the term of this contract full coverage insurance to protect and hold harmless the Municipality which insurance is to include:
 - (a) Workers Compensation State of Wisconsin requirements
 - (b) General Liability

General Aggregate	\$ 2,000,000
Products/Completed Operations	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Personal & Advertising	\$ 1,000,000
Fire Damage	\$ 100,000
Medical Expense	\$ 10,000

(c) Comprehensive Auto Liability

Combined Single Limit	\$ 1,000,000
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- 2) The Assessor shall provide the Municipality with certificates for all required insurance, with the Municipality as a named insured. All insurance coverage shall contain a 10-day advance notice of cancellation to the Municipality. The Assessor shall timely pay all insurance premiums.
- 3) Liability for bodily injury, disability, and/or death of employees or any person or for damage to property caused in any way, directly or indirectly, by the operations of the Assessor within the Municipality shall be assumed by that Assessor.

D. OWNERSHIP OF RECORD. All records prepared or maintained in connection with assessments in the Municipality shall at all times be and remain the sole property of the Municipality, including (a) all records prepared in connection with assessments in the Municipality including, but not limited to property records, personal property forms, maps, and any other schedules or forms, (b) all records and materials obtained from the municipality and not previously returned to include maps, and Assessor's records, and (c) materials specifically obtained and/or used for performance of assessment work for the Municipality, to include aerial photos, maps, depth factor tables, copies of leases, correspondence with property owners, sales data, copies of real estate transfer returns, and operating statements of income property, and (d) if the record system is computerized, at a minimum, provide that the software be able to create an exportable text file of data (e) if the municipality requires a conversion of the electronic assessment records to a neutral file format, such as a text file format or a tab delimited format, the municipality agrees to pay the actual cost of such conversion.

III. TERM AND TERMINATION

A. TERM. The term of this Contract is for the **2020, 2021, 2022 and 2023** assessment year(s). The assessor shall have completed all work under this agreement on or before the fourth Monday in April or 45 days thereafter, excluding appearances beyond the Board of Review. The date of completion may be extended, if necessary, under the terms of this contract and by mutual consent.

B. TERMINATION. Either party may terminate this Contract only with cause, cause being defined as default of the other party of terms of this Contract upon sixty (60) days written notice to the other party. Upon termination by either party, Assessor shall deliver to the Municipality all records and materials in Assessor's possession used or created during this Contract. During the 60-day wind down period, both Assessor and the Municipality shall act in good faith with each other and cooperate in the orderly transfer of records. If termination occurs


during the course of ongoing assessment work, any compensation not yet paid to the Assessor shall be paid based on a weighted scale relative to work completed to date.

C. **AUTOMATIC RENEWAL.** This Agreement will automatically renew for successive annual assessment years unless either party, on or before July 1 of the preceding year, notifies the other party by certified mail of their desire to non-renew.

IV. COMPENSATION

- A. The Municipality shall pay the Assessor **Thirty-Two Thousand Dollars (\$32,000.00)** for 2020, and **Thirty-Three Thousand Dollars (\$33,000.00)** for each of the 2021, 2022 and 2023 assessment year(s) for maintenance services through December 31, 2023.
- B. The compensation due the Assessor shall be paid in monthly installments throughout the 2020, 2021, 2022 and 2023 assessment year(s).
- C. The Municipality shall not be billed for postage, mileage or supplies unless otherwise specified in this agreement and/or addenda.
- D. **Renewal Adjustments:** A cost of living adjustment of not more than three percent (3.0%) will be applied on an annual basis for each year of automatic renewal after 2023.
- E. Additional compensation that may be due to the Assessor as a result of services that are beyond the scope of this agreement will be invoiced in the month subsequent to the month in which the services were provided.
- F. **Optional Website Posting:** The Municipality shall have the option to post assessment data on our website for an additional cost of a penny and a half per parcel per month ($\$.015 * 4,902 = \73.53) payable to a third-party vendor. Should the parcel count change, this cost would decrease or increase at the rate of \$.015 per parcel.
*** Please initial yes or no to post data to the website. ***
Yes _____ No _____

V. SIGNATURES



Mark Brown
President
Associated Appraisal Consultants, Inc.

01/09/2019

Date

Authorized Signature
City of Sturgeon Bay

Date

**APPENDIX A
ADDITIONAL SCOPE OF SERVICES**

This Appendix A is attached to and incorporated into the agreement for maintenance assessment services made by and between the **City of Sturgeon Bay, Door County, State of Wisconsin**, a municipal corporation (hereafter "Municipality") AND ASSOCIATED APPRAISAL CONSULTANTS, INC., with its principal office at W6237 Neubert Road, Appleton, WI 54913 (hereafter "Assessor").

In consideration of the promises and agreements hereinafter set forth, and in consideration of the execution of those promises, both parties agree to the following:

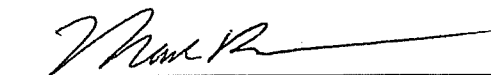
OPTIONAL – INTERIM MARKET UPDATE REVALUATION

- I. **SCOPE OF SERVICES.** This optional service shall be provided only upon request by the Municipality. Assessor shall perform one interim market update revaluation for the **2020** assessment year of all taxable real estate and personal property during this additional scope of services agreement.

- II. **DURATION.** Assessor shall complete all work on or before October 30th of the year in which the revaluation service is conducted. If reasonably unforeseen circumstances outside the control of Assessor cause a delay completion of the work, the parties agree to cooperate in good faith to reach an agreement on an extension of time.

- III. **COMPENSATION**
This additional scope of services agreement runs simultaneously with the 2020-2023 Agreement for Assessment Services. The Municipality shall pay the Assessor an additional Ninety-Three Thousand Dollars (\$93,000.00) during the revaluation assessment year. All postage and mailing expenses shall be at the Municipality's expense during the revaluation year.
 - A. The compensation due the Assessor shall be made on a monthly basis for services and expenses incurred during a Revaluation year. Monthly invoices shall reflect the percentage of work completed, less 5 percent retained by the Municipality until completion of the revaluation and final adjournment of the Board of Review.

SIGNATURES



Mark Brown
President
Associated Appraisal Consultants, Inc.

01/09/2019

Date

Authorized Signature
City of Sturgeon Bay

Date

Reviewed By:

Josh VanLieshout
City Administrator

Date:

Resolution No. _____

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$2,140,000 GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, the City of Sturgeon Bay, Door County, Wisconsin (the "City") is presently in need of approximately \$2,140,000 for the public purpose of refunding certain outstanding obligations of the City, to wit: a portion of its Taxable Note Anticipation Notes, dated March 30, 2017; and

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to borrow said funds through the issuance of general obligation refunding bonds.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Issuance of the Bonds. The City shall issue its General Obligation Refunding Bonds (the "Bonds") in an amount of approximately \$2,140,000 for the purpose above specified.

Section 2. Sale of Bonds. The Common Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Robert W. Baird & Co. Incorporated ("Baird")) be and hereby is directed to cause notice of the sale of the Bonds to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete Official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with Baird) shall cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Adopted, approved and recorded February 4, 2020.

David J. Ward, Mayor

ATTEST:

Stephanie L. Reinhardt, City Clerk

(SEAL)

Resolution No. _____

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY
\$1,240,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, the City of Sturgeon Bay, Door County, Wisconsin (the "City") is presently in need of approximately \$1,240,000 for the public purpose of refunding certain outstanding obligations of the City, to wit: a portion of its Taxable Note Anticipation Notes, dated March 30, 2017; and

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to borrow said funds through the issuance of general obligation refunding bonds; and

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such general obligation refunding bonds on a taxable rather than tax-exempt basis.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Issuance of the Bonds. The City shall issue its Taxable General Obligation Refunding Bonds (the "Bonds") in an amount of approximately \$1,240,000 for the purpose above specified.

Section 2. Sale of Bonds. The Common Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Robert W. Baird & Co. Incorporated ("Baird")) be and hereby is directed to cause notice of the sale of the Bonds to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete Official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with Baird) shall cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Adopted, approved and recorded February 4, 2020.

David J. Ward, Mayor

ATTEST:

Stephanie L. Reinhardt, City Clerk

(SEAL)

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

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Joint Park & Recreation Committee/Board, hereby recommend to Council to accept the Rotary's Little Lake Dock and Fishing Pavilion Proposal.

Respectfully submitted,

Park & Recreation COMMITTEE / BOARD
By: Ald David Hayes Chr.

RESOLVED, that the foregoing recommendation be adopted.

Dated: January 22, 2020

* * * * *

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

Passed by the Council on the _____ day of _____, 2019.

Barker, Michael

From: Van Hoof, Tara M <Tara.VanHoof@Foth.com>
Sent: Thursday, January 16, 2020 2:44 PM
To: Barker, Michael
Subject: RE: Bradley Lake

Hi Mike

I apologize for the delay. Please see responses below in red text.

This being said and in light of the high lake levels, we welcome the opportunity to discuss a path forward.

Thanks!

Tara

Tara M. Van Hoof, P.E., Project Environmental Engineer
Licensed in WI

Foth Infrastructure & Environment, LLC
2121 Innovation Court, Suite 300
P.O. Box 5126
De Pere, WI 54115-5126
Ph: (920) 496-6920 / Fax (920) 497-8516
Cell Ph: (920) 562-0054
<http://www.foth.com>

From: Barker, Michael <mbarker@sturgeonbaywi.org>
Sent: Tuesday, January 14, 2020 10:04 AM
To: Van Hoof, Tara M <Tara.VanHoof@Foth.com>
Subject: Bradley Lake

Tara,

Could I get a response to the questions below? I want to make sure everyone interested in Bradley Lake are fully informed. Please answer all questions with the current plan of spending \$1M to dredge the lake and not cutting a channel into the lake from the bay.

1. Do you anticipate the lake being clear water after this project or would the water clarity remain about the same?

Water clarity will likely be similar. There may be some of an improvement in water clarity however it will not only be dependent upon the dredging but also the ability for the treatment wetland to continue to treat surface water runoff, a reduction in overland runoff of sediments and nutrients, and improvements in sediment resuspension from aquatic wildlife (i.e. ducks, fish). If water clarity increases, vegetation will increase due to the availability of nutrients.

2. After the dredging would the lake still be susceptible to algae blooms?

The potential for algae blooms will always exist. Particularly, if not all of the nutrient bearing sediments are removed. Without flushing of freshwater from Sturgeon Bay, the nutrient levels in the lake will continue to increase as

vegetation grows and then dies and decays on the lake bottom. Lastly the shallow nature of the lake will increase the potential for algae blooms as the sun will heat the water creating warmer water temps.

3. With the current plan would you expect to have good enough water quality to sustain a good population of fish other than bullheads?

It is possible, however it would need to be managed to achieve success. The fish species chosen to stock the lake must be chosen specifically for the habitat that will be established post dredging.

Thank you,
Mike

Mike Barker
Director of Municipal Services
City of Sturgeon Bay
835 N. 14th Ave.
Sturgeon Bay, WI 54235
920-746-6922 Office
920-495-0316 Cell



LITTLE LAKE DOCK AND FISHING PAVILION PROPOSAL

Submission to Mike Barker – Park and Recreation

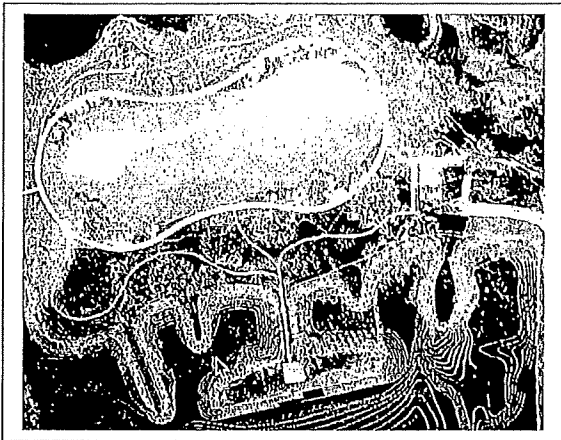
The Rotary Club of Sturgeon Bay's interest in Sunset Park began in 1928 when the City of Sturgeon Bay purchased the property. After purchasing the property, the City recruited the Rotary Club and the Women's Club to take responsibility to build a beach house. The Rotary club's support for the park and its Little Lake has persisted over the years. Most recently the focus has been Little Lake. The Club raised funding for the recently installed engineered wetland to help clean up the Lake and make it more aesthetically pleasing, to eliminate the stench and to be involved in improvements that will make it a recreational area for residents and visitors alike.

The City has committed to dredging the Lake in the summer of 2020, making it usable for non-motorized boats and for fishing, particularly for the children and the disabled.

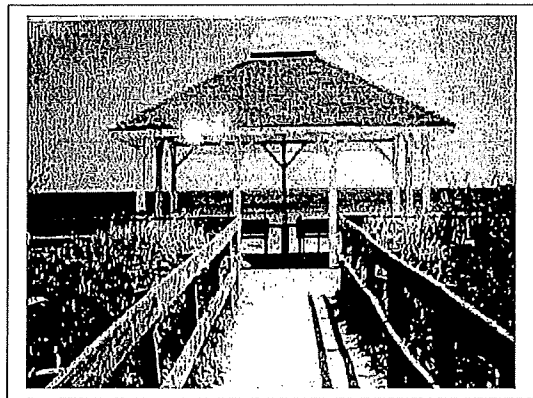
The Rotary Club of Sturgeon Bay will be celebrating its 100th anniversary in 2020. In celebration of that, the Club wishes to fund the ADA approved dock/boardwalk and fishing pavilion as proposed in the City's recently developed master plan for development of the Lake. Using the estimates from the master plan phase 1 OPCC and summary OPCC, the mean estimate cost of the fishing pavilion is \$59,000 and the mean estimate cost of the dock/boardwalk is \$46,500. The Rotary Club has raised \$75,000 for the project. The club has confidence that \$7,500 can be obtained from a Rotary District 6220 grant. This will require that the City will allow Rotarians to participate in the project either with help constructing the dock/boardwalk or with the landscaping at the entry to the dock/boardwalk. The Club will also need permission to place signage indicating the dock/boardwalk and pavilion is a result the Rotary Clubs support. The club will submit a grant application to Raibrook Foundation for the remainder the funds needed which at this

point would be \$23,000 (unless the City would require a larger contribution).

It is proposed that the City act as the fiscal agent for the project receiving funds from the Raibrook Foundation and from the Rotary Club of Sturgeon Bay and that the City act as the general contractor for the project.



Location of dock and pavilion.



Depiction of a dock and pavilion

GREAT LAKES WATER LEVEL RESOURCES AND CONTACT INFORMATION

Water level forecasts

Monthly Bulletin of Great Lakes Water Levels (6-month forecast)

<https://www.lre.usace.army.mil/Missions/Great-Lakes-Information/Great-Lakes-Water-Levels/Water-Level-Forecast/>

Weekly Great Lakes Water Levels (update on current conditions and forecast for next month)

Great Lakes Water Level Outlook (Scenario-based 12-month outlook)

Connecting Channels Forecast (channel depths for next month)

Water level observations

Current Conditions (preliminary daily lake-wide average levels and connecting channel water levels)

<https://www.lre.usace.army.mil/Missions/Great-Lakes-Information/Water-Level-Data/>

Historical Data (long term average, maximum, and minimum Great Lakes water levels)

Basin Conditions and Other Great Lakes Information

Water Level Summaries (lake-by-lake summaries of recent conditions)

<https://www.lre.usace.army.mil/Missions/Great-Lakes-Information/Basin-Conditions/>

Great Lakes Update Articles (periodic publications on various Great Lakes topics)

Living on the Coast

Brochure on coastal impacts

<https://www.lre.usace.army.mil/Portals/69/docs/GreatLakesInfo/docs/CoastalProgram/Living%20on%20the%20Coast%20Booklet.pdf?ver=2016-06-06-105107-683>

Contact Information

Water level forecasts

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- Lauren Fry (313-226-3020)
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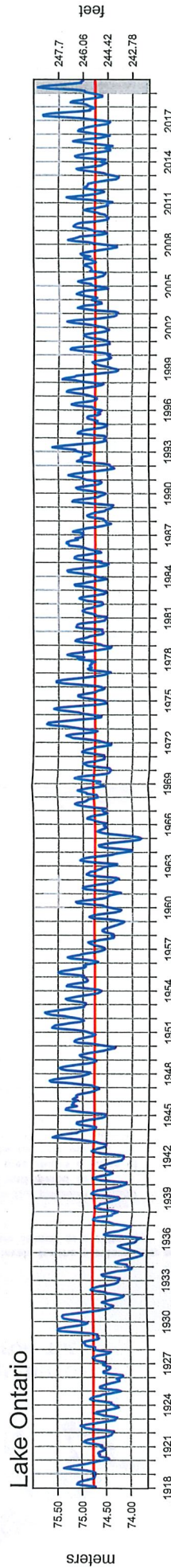
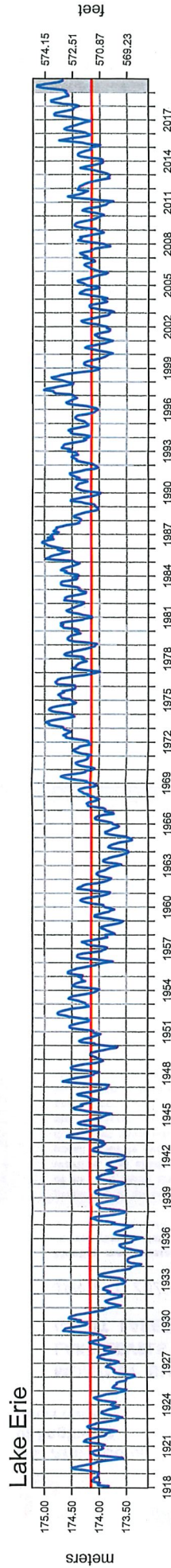
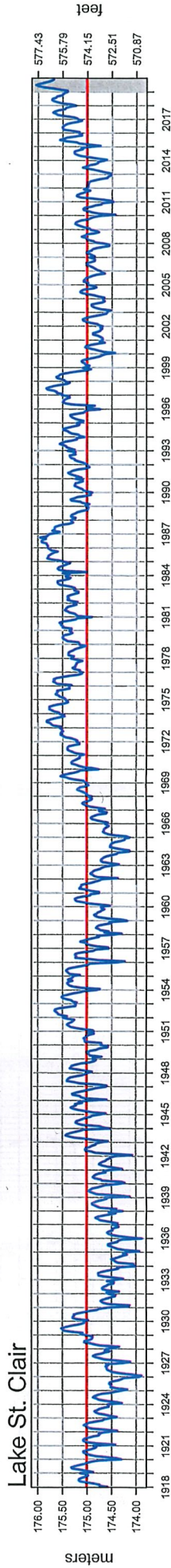
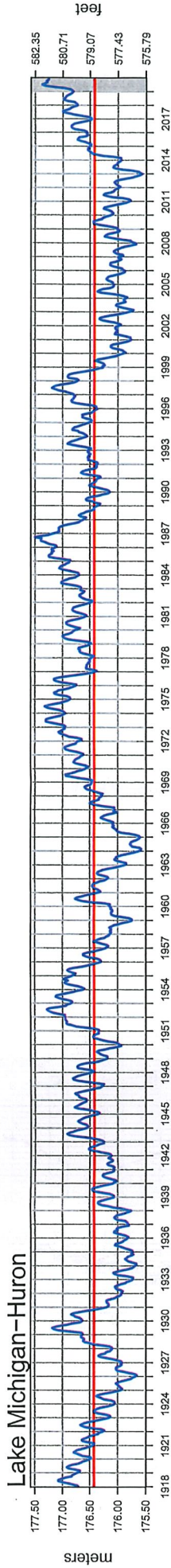
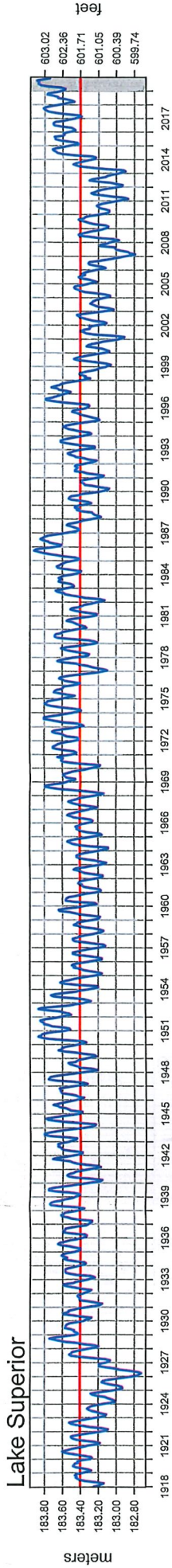
**US Army Corps
of Engineers**





Great Lakes Water Levels (1918-2020)

— Monthly Mean Level — Long Term Average Annual



The monthly average levels are based on a network of water level gages located around the lakes. Elevations are referenced to the International Great Lakes Datum (1985).

Water levels have been coordinated through 2018. Values highlighted in gray are provisional.



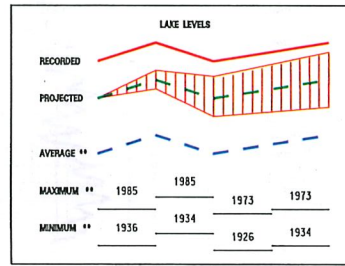
**US Army Corps
of Engineers**
Detroit District

**MONTHLY BULLETIN OF
LAKE LEVELS FOR THE
GREAT LAKES**

JANUARY 2020

Monthly mean water levels for the previous year and the current year to date are shown as a solid line on the hydrographs. A projection for the next six months is given as a dashed line. This projection is based on the present condition of the lake basin and anticipated future weather. The shaded area shows a range of possible levels over the next six months dependent upon weather variations. Current and projected levels (solid and dashed lines) can be compared with the 1918-2018 average levels (dotted line) and extreme levels (shown as bars with their year of occurrence). The legend below further identifies the information on the hydrographs.

LEGEND



The levels on the hydrographs are shown in both feet and meters above (+) or below (-) Chart Datum. Chart Datum, also known as Low Water Datum, is a reference plane on each lake to which water depth and Federal navigation improvement depths on navigation charts are referred.

All elevations and plots shown in this bulletin are referenced to International Great Lakes Datum 1985 (IGLD 1985). IGLD 1985 has its zero base at Rimouski, Quebec near the mouth of the St. Lawrence River (approximate sea level).

DECEMBER MEAN LAKE LEVELS

(IGLD 1985)

	Superior	Mich-Huron	St. Clair	Erie	Ontario
* 2019	Ft. 602.82	581.53	576.38	573.10	246.06
	M. 183.74	177.25	175.68	174.68	75.00
2018	Ft. 602.59	580.15	575.69	572.83	245.11
	M. 183.67	176.83	175.47	174.60	74.71
Ft.	603.05	581.56	576.77	573.79	246.72
** MAX.	M. 183.81	177.26	175.80	174.89	75.20
Yr.	1985	1986	1986	1986	1945
Ft.	600.13	576.15	571.65	568.21	241.93
** MIN.	M. 182.92	175.61	174.24	173.19	73.74
Yr.	1925	2012	1964	1934	1934
** AVG.	Ft. 601.74	578.54	573.88	570.87	244.52
	M. 183.41	176.34	174.92	174.00	74.53

* provisional
** Average, Maximum and Minimum for period 1918-2018

Provisional record high water levels reached in 2019 will be coordinated and reflected on the Monthly Bulletin in early 2020.

ELEVATIONS REFERENCED TO THE CHART DATUM OF EACH RESPECTIVE LAKE

