



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, AUGUST 18, 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. Public Comment on agenda items only.
 6. Consideration of the following bills: General Fund – \$575,256.11 Capital Fund - \$202,596.68, Cable TV - \$1,593.15, TID #4 - \$67,635.28, and Solid Waste Enterprise Fund - \$2,499.33 for a grand total of \$849,580.55. [roll call]
 7. CONSENT AGENDA
- * All items listed with an asterisk (*) are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests before the Adoption of the Agenda, in which event the item will be removed from the Consent Agenda and considered immediately following the consent agenda.
- * a. Approval of 8/4/20 regular Common Council minutes.
 - * b. Place the following minutes on file:
 - (1) Community Protection & Services Committee – 7/2/20
 - (2) Police & Fire Commission – 7/28/20
 - (3) Finance/Purchasing & Building Committee – 7/28/20
 - (4) Police & Fire Commission – 8/4/20
 - * c. Place the following reports on file:
 - (1) Fire Department Report – July 2020
 - (2) Police Department Report – July 2020
 - (3) Inspection Department Report – July 2020
 - * d. Consideration of: Approval of Beverage Operator license.
 - * e. Consideration of: Class B Beer license.
 - * f. Consideration of: Approval of Street Closure Application from ATC.
 - * g. Community Protection & Services Committee recommendation re: Approve the donation of \$7,274.03 from Adopt a Solider to purchase ballistic helmets and visors for law enforcement personnel.

- * h. Consideration of: Approval of request from Destination Sturgeon Bay for extension of Street Closure Application for Under the Stars Night Market.
- 8. Mayoral appointments.
- 9. Second reading of ordinance re: Historic Preservation Commission Code Amendments.
- 10. Resolution Waiving Launch Pass Fees for 2020 Fishing League Worldwide tournament.
- 11. Consideration of: Award of Contract for Project 2004 – 2020 West Waterfront Promenade.
- 12. Consideration of: Approval of Submerged Land Lease.
- 13. Consideration of: Expression of Support of the Ice Age Trail and its Interest in Becoming a Trail Community and Agree to Provide the One-Time \$2,500 Application Fee.
- 14. Consideration of: Expression of Support of Repair of Potawatomi State Park Tower.
- 15. City Administrator report.
- 16. Mayor's report
- 17. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date:

Time:

By:

Aug 14, 2020
12:00pm
JM

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

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

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

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

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

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

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

RESPECTFULLY,
MAYOR DAVID J. WARD

REVISED: 6/2/20

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 08/18/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL FUND				
LIABILITIES				
R0001488	BOB BORDEAU	8.1.20 FOOD SHARE/BORDEAU	01-000-000-21595	130.00
R0001649	MICHELLE GIBSON	SHELTER RES FEE REFND/GIBSON	01-000-000-46300	55.00
R0001649		SHELTER RES FEE REFND/GIBSON	01-000-000-24214	2.75
R0001649		SHELTER RES FEE REFND/GIBSON	01-000-000-24215	0.28
R0001650	BETH HUBBARD	SHELTER RES REFND/HUBBARD	01-000-000-46300	58.03
R0001651	TRACY MAY	SHELTER RESERVE REFND/T MAY	01-000-000-46300	55.00
R0001651		SHELTER RESERVE REFND/T MAY	01-000-000-24214	2.75
R0001651		SHELTER RESERVE REFND/T MAY	01-000-000-24215	0.28
R0001652	HAYDIN WELLENS	SHELTER RESERVE RFND/WELLENS	01-000-000-46310	94.00
R0001652		SHELTER RESERVE RFND/WELLENS	01-000-000-24214	4.70
R0001652		SHELTER RESERVE RFND/WELLENS	01-000-000-24215	0.47
R0001653	CHERYL WILSON	SHELTER RESERVE REFND/C WILSON	01-000-000-46300	55.00
R0001653		SHELTER RESERVE REFND/C WILSON	01-000-000-24214	2.75
R0001653		SHELTER RESERVE REFND/C WILSON	01-000-000-24215	0.28
TOTAL LIABILITIES				461.29
BALLFIELD LIGHTING				
WPPI ENG	WPPI ENERGY	08/20 ATHLETIC LIGHT PROJECT	01-000-981-70000	1,365.39
TOTAL BALLFIELD LIGHTING				1,365.39
TOTAL GENERAL FUND				1,826.68
CITY COUNCIL				
03133	CELLCOM WISCONSIN RSA 10	06/20 3 ALDER CELLPHONES	01-105-000-58999	115.70
TOTAL				115.70
TOTAL CITY COUNCIL				115.70
LAW/LEGAL				
BUELOW	BUELOW, VETTER, BUIKEMA,	07/20 LABOR FEES	01-110-000-57900	236.00
TOTAL				236.00
TOTAL LAW/LEGAL				236.00
CITY CLERK-TREASURER				
04650	DOOR COUNTY REGISTER OF DEEDS	FILING FEES	01-115-000-56350	90.00
TOTAL				90.00
TOTAL CITY CLERK-TREASURER				90.00
COMPUTER				
03101	CDW GOVERNMENT, INC.	2 HDMI DISPLAY PORTS	01-125-000-55550	20.34
03101		2 LENOVO DESKTOPS/POLICE	01-125-000-55550	1,860.00

INVOICES DUE ON/BEFORE 08/18/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
03101		1 LAPTOP HP -FIRE	01-125-000-55550	593.00
		TOTAL		2,473.34
COVID-19				
USBANK	US BANK	ZOOM	01-125-401-55550	67.51
USBANK		ZOOM SALES TAX CREDIT	01-125-401-55550	-3.52
USBANK		ZOOM SALES TAX CREDIT	01-125-401-55550	-3.52
USBANK		ZOOM SALES TAX CREDIT	01-125-401-55550	-3.52
USBANK		ZOOM SALES TAX CREDIT	01-125-401-55550	-3.52
		TOTAL COVID-19		53.43
		TOTAL COMPUTER		2,526.77
CITY ASSESSOR				
ASSO APP	ASSOCIATES APPRAISAL	REVAL PROGRAM	01-130-000-55010	20,762.25
ASSO APP		08/20 CONTRACT SVC	01-130-000-55010	5,111.11
		TOTAL		25,873.36
		TOTAL CITY ASSESSOR		25,873.36
BUILDING/ZONING CODE ENFORCEMT				
DCI	DOOR COUNTY INSPECTIONS, LLC	07/20 PERMITS	01-140-000-55010	9,118.80
		TOTAL		9,118.80
		TOTAL BUILDING/ZONING CODE ENFORCEMT		9,118.80
MUNICIPAL SERVICES ADMIN.				
03133	CELLCOM WISCONSIN RSA 10	07/20 CHAD CELL SVC	01-145-000-58250	25.10
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	VEHICLE REPAIRS/BRIAN TRCK	01-145-000-52700	492.02
RUSSCIHL	RUSS CIHLAR CONSTRUCTION	2 BUNDLES LATHE	01-145-000-52700	32.00
SPETZ	BRIAN SPETZ	WORK BOOT REIMB/SPETZ	01-145-000-55605	179.34
USBANK	US BANK	DSPS ENG LIC RENEW/SHEFCHIK	01-145-000-56000	69.36
		TOTAL		797.82
		TOTAL MUNICIPAL SERVICES ADMIN.		797.82
PUBLIC WORKS ADMINISTRATION				
03133	CELLCOM WISCONSIN RSA 10	07/20 STEVE CELL SVC	01-150-000-58250	32.09
03133		07/20 MIKE CELL SVC	01-150-000-58250	36.05
03133		07/20 CELL SVC	01-150-000-58250	7.59
17700	QUILL CORPORATION	OFFICE SUPPLIES	01-150-000-51950	69.99
		TOTAL		145.72

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CITY OF STURGEON BAY
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 08/18/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
TOTAL PUBLIC WORKS ADMINISTRATION				145.72
ELECTIONS DEPARTMENT				
USBANK	US BANK	ABSENTEE BALLOT POSTAGE	01-155-000-54999	330.00
USBANK		ABSENTEE BALLOT POSTAGE	01-155-000-54999	330.00
TOTAL				660.00
TOTAL ELECTIONS DEPARTMENT				660.00
CITY HALL				
03159	SPECTRUM	07/20 FIRE CABLE SVC	01-160-000-58999	138.04
05500	ENERGY CONTROL AND DESIGN INC	2 ACTUATORS @ 91.74	01-160-000-55300	183.48
05500		FREIGHT	01-160-000-55300	7.73
19880	STURGEON BAY UTILITIES	421 MICHIGAN STREET	01-160-000-56150	5,130.01
19880		421 MICHIGAN STREET	01-160-000-58650	159.42
CULLIGAN	CULLIGAN OF STURGEON BAY	10 BAGS SALT @ 9.37 EA	01-160-000-51850	93.70
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	SENSOR	01-160-000-51400	3.56
VIKING	VIKING ELECTRIC SUPPLY, INC	FUSES	01-160-000-55300	159.98
VIKING		FUSES	01-160-000-55300	208.60
VIKING		3 LIGHTS @ 32.28	01-160-000-54999	96.84
WARNER	WARNER-WEXEL WHOLESALE &	HAND SANITIZER GEL	01-160-000-51850	141.36
WARNER		CLEANING SUPPLIES	01-160-000-51850	18.89
WARNER		BUILDING MAINTENANCE SUPPLIES	01-160-000-55300	174.57
TOTAL				6,516.18
TOTAL CITY HALL				6,516.18
INSURANCE				
MCCLONE	MCCLONE AGENCY, INC	09/20 WORK COMP	01-165-000-58750	9,491.00
MCCLONE		09/20 GEN LIAB	01-165-000-56400	3,253.00
MCCLONE		09/20 POLICE LIAB	01-165-000-57150	1,350.00
MCCLONE		09/20 PUBLIC OFFICIAL	01-165-000-57400	1,235.00
MCCLONE		09/20 AUTO PHYSICAL DAMAGE	01-165-000-55200	2,266.00
MCCLONE		09/20 AUTO LIAB	01-165-000-55200	2,030.00
TOTAL				19,625.00
TOTAL INSURANCE				19,625.00
POLICE DEPARTMENT				
04150	DEJARDIN CLEANERS LLC	LAUNDRY MAINTENANCE/BRINKMAN	01-200-000-56800	8.00
21450	THE UNIFORM SHOPPE	RANGER PANTS/PORTER	01-200-000-52900	171.90
BUBBRICKS	BUBBRICK'S COMPLETE OFFICE, INC	BATTERY/POST IT NOTES	01-200-000-51950	28.19
USBANK	US BANK	6 MONTH SUBSCRIPT RENEW/CJP	01-200-000-56000	74.90
USBANK		FORENSIC SOFTWARE	01-200-000-55500	1,800.20

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
USBANK		FORENSIC SOFTWARE-CREDIT	01-200-000-55500	-185.44
		TOTAL		1,897.75
		TOTAL POLICE DEPARTMENT		1,897.75
PATROL BOAT				
PATROL BOAT				
02206	BAY MARINE	PATROL BOAT FUEL	01-205-000-51650	186.96
		TOTAL PATROL BOAT		186.96
		TOTAL PATROL BOAT		186.96
POLICE DEPARTMENT/PATROL				
02005	BAY ELECTRONICS, INC.	TWO WAY RADIO REPAIR/SQ 80	01-215-000-57550	236.25
06650	GALLS, AN ARAMARK COMPANY	LOGO BALL CAPS/UNIFORM	01-215-000-52900	145.38
19880	STURGEON BAY UTILITIES	SUNSET PK BOAT LAUNCH	01-215-000-56150	10.70
19880		110 S NEENAH AVE CAMERA	01-215-000-56150	8.91
19880		SHORECRESTRD CAMERA	01-215-000-56150	8.24
19959	SUPERIOR CHEMICAL CORP	FIREBALL DEGREASER	01-215-000-54999	133.72
19959		BRILLANCE FILM REMOVER	01-215-000-54999	106.56
19959		FREIGHT	01-215-000-54999	47.22
21450	THE UNIFORM SHOPPE	UNIFORM SHIRT/JOSE	01-215-000-52900	69.95
AQUA	AQUA CENTER OF GREEN BAY INC	PARTS & SVC DIVE EQUIP	01-215-000-54999	43.22
DEIBELE	LUKE DEIBELE	BOOT REIMBURSE/DEIBELE	01-215-000-52900	90.19
JENNERJO	DEREK JENNERJOHN	SRO TRAINING MEAL EXP/JNNRJHN	01-215-000-55600	96.00
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	SQUAD 50 REPAIR	01-215-000-58600	30.00
NELSON	NELSON TACTICAL	PANTS/JENNERJOHN	01-215-000-52900	202.47
NELSON		HANDCUFFS & KEYS/SHEW	01-215-000-52900	64.47
NELSON		CSO POLOS & LONG SLEEVE SHIRTS	01-215-000-52900	468.57
USBANK	US BANK	GUN HOLSTER/MIELKE	01-215-000-52900	133.96
USBANK		UNIFORM SUSPENDERS/BILODEAU	01-215-000-52900	49.94
USBANK		AMAZON PRIME MEMBERSHIP	01-215-000-52900	119.52
		TOTAL		2,065.27
COVID-19				
PUBLIC	PUBLIC SAFETY CENTER, INC	HAND SANITIZER	01-215-401-54999	91.76
		TOTAL COVID-19		91.76
		TOTAL POLICE DEPARTMENT/PATROL		2,157.03
FIRE DEPARTMENT				
02005	BAY ELECTRONICS, INC.	PAGER KNOBS/CASES	01-250-000-57550	96.30
04575	DOOR COUNTY HARDWARE	BATTERIES	01-250-000-54999	10.98
04575		CORE WIRE/STRIPPER DISC	01-250-000-54999	52.97
04575		LED	01-250-000-54999	6.99
04575		FASTENERS	01-250-000-54999	38.66
04575		EXTND CORD/SIGN	01-250-000-54999	7.98

INVOICES DUE ON/BEFORE 08/18/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
04575		STIHL BAR/CHAIN OIL	01-250-000-54999	15.95
04575		WASP/HORNET FOAM	01-250-000-54999	39.92
04575		CLOSURE PLUGS/SILICONE	01-250-000-54999	10.97
06650	GALLS, AN ARAMARK COMPANY	UNIFORM SVC CROSS	01-250-000-52950	8.97
13320	JEFFERSON FIRE & SAFETY, INC	RED EMERGENCY LIGHT/T1	01-250-000-53000	120.20
16570	PIONEER FIRE COMPANY	UNIFORMS	01-250-000-52900	385.00
19880	STURGEON BAY UTILITIES	92 E MAPLE STREET	01-250-000-56675	6.22
19880		MARTIN PARK RESTROOM	01-250-000-56675	6.22
19880		421 MICHIGAN STREET	01-250-000-56675	133.25
19880		TRUCK FILL	01-250-000-56675	41.00
19880		MEM FLD WARMING HOUSE	01-250-000-56675	49.73
19880		SALT SHED	01-250-000-56675	6.22
19880		CITY GARAGE	01-250-000-56675	49.73
19880		GARLAND PARK	01-250-000-56675	6.22
19880		SUNSET CONSN CNTR	01-250-000-56675	49.73
19880		FRANK GRASSE MEM SHELTER	01-250-000-56675	15.54
19880		OTUMBA PARK	01-250-000-56675	6.22
19880		WEST SIDE WARMING HOUSE	01-250-000-56675	6.22
19880		WEST SIDE FIRE STATION	01-250-000-56675	49.73
19880		WEST SIDE FIRE STATION	01-250-000-56150	179.57
19880		WEST SIDE FIRE STATION	01-250-000-58650	87.58
19880		38 S NEENAH AVE PAVILLION	01-250-000-56675	6.22
19880		38 S NEENAH RESTROOM	01-250-000-56675	31.08
19880		JAYCEE BALLFLD STAND	01-250-000-56675	15.54
19880		WEST SIDE BALLFLD LITES	01-250-000-56675	31.08
19880		GIRLS LITTLE LEAGUE	01-250-000-56675	49.73
19880		N 14TH AVE WARNING SIREN	01-250-000-56150	8.24
19880		TRAINING SITE	01-250-000-56675	6.22
19880		TRAINING SITE	01-250-000-56150	9.92
19880		QUINCY ST BALLFLD	01-250-000-56675	49.73
19880		212 W LOCUST CT	01-250-000-56675	6.22
19880		MADISON AVE SPRINKLER	01-250-000-56675	15.54
19880		10 PENNSYLVANIA ST DOCK	01-250-000-56675	15.54
19880		GREEN BAY RD SIREN	01-250-000-56150	15.79
19880		EAST SIDE DOCK	01-250-000-56675	6.22
19880		COVE RD/CANAL RD SIREN	01-250-000-56150	15.19
19880		1ST AVE MARINA/RESTROOM	01-250-000-56675	49.73
19880		KENTUCKY ST CITY PKG RAMP	01-250-000-56675	6.22
19880		KENTUCKY ST CITY MARINA	01-250-000-56675	49.73
19880		SIGN SHED	01-250-000-56675	6.22
19880		CHERRY BLOSSOM PRK	01-250-000-56675	15.54
19880		CLAY BANKS RD SIREN	01-250-000-56150	16.77
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	BLUE DEF	01-250-000-53000	27.98
R0000379	BELSON CO	WASHING MACHINE SERVICE	01-250-000-56250	440.80
USBANK	US BANK	FENCE SLATS 1 PACK	01-250-000-51405	55.59
USBANK		STATION FUEL	01-250-000-51650	13.97
USBANK		TRAINING SUPPLIES/FOAM BLOCKS	01-250-000-55600	446.58
USBANK		MONTHLY DATA	01-250-000-58250	478.50
USBANK		UNIFORM SHOES/KM	01-250-000-52900	98.56
USBANK		FENCING	01-250-000-51405	2,605.10
USBANK		UNIFORM SHIRT STRAP	01-250-000-52900	53.82
USBANK		DEFIB BATTERY	01-250-000-54999	316.00
TOTAL				6,451.44
TOTAL FIRE DEPARTMENT				6,451.44

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CITY OF STURGEON BAY
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 08/18/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
COMPOST/SOLID WASTE SITE				
19880	STURGEON BAY UTILITIES	COMPOST SITE	01-320-000-56150	9.26
TOTAL				9.26
TOTAL COMPOST/SOLID WASTE SITE				9.26
ROADWAYS/STREETS				
04545	DOOR COUNTY COOPERATIVE/NAPA	GRASS SEED	01-400-000-52500	25.98
04545		GRASS SEED	01-400-000-54999	119.50
TOTAL				145.48
TOTAL ROADWAYS/STREETS				145.48
SNOW REMOVAL				
SNOW REMOVAL				
13825	MORTON SALT	93.09 TON ROAD SALT	01-410-000-52400	6,379.46
13825		46800 LBS ROAD SALT	01-410-000-52400	1,603.60
TOTAL SNOW REMOVAL				7,983.06
TOTAL SNOW REMOVAL				7,983.06
STREET SIGNS AND MARKINGS				
04545	DOOR COUNTY COOPERATIVE/NAPA	PAINT MACHINE LIGHT	01-420-000-52100	84.99
19275	SHERWIN WILLIAMS	BLUE PAINT	01-420-000-52100	367.90
TOTAL				452.89
TOTAL STREET SIGNS AND MARKINGS				452.89
CURB/GUTTER/SIDEWALK				
04575	DOOR COUNTY HARDWARE	CONCRETE MIX	01-440-000-51200	37.95
TOTAL				37.95
TOTAL CURB/GUTTER/SIDEWALK				37.95
STREET MACHINERY				
04545	DOOR COUNTY COOPERATIVE/NAPA	CASE GREASE	01-450-000-53000	57.42
04545		WORK LIGHT	01-450-000-52700	12.53
04575	DOOR COUNTY HARDWARE	SCRAPERS	01-450-000-52700	9.58
04575		DRILL BIT	01-450-000-52700	9.59
04575		CHISEL	01-450-000-52700	12.99
04575		CLAMPS	01-450-000-53000	4.47
04575		LAG EYE BOLTS	01-450-000-52150	12.76
06012	FASTENAL COMPANY	HARDWARE	01-450-000-53000	13.16

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
06012		HARDWARE	01-450-000-53000	3.50
06012		HARDWARE	01-450-000-52150	78.52
13655	MONROE TRUCK EQUIPMENT, INC	BRACKETS	01-450-000-53000	40.00
13655		7 WAY RECEPTACLE	01-450-000-52150	28.27
18950	SAFETY-KLEEN CORP	PARTS WASHER SERVICE	01-450-000-53000	256.18
AMERWELD	AMERICAN WELDING & GAS, INC	MONTHLY GAS BOTTLE RENTAL	01-450-000-53000	162.17
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	FUSES	01-450-000-53000	9.98
O'REILLY		OIL FILTER	01-450-000-53000	64.69
		TOTAL		775.81
		TOTAL STREET MACHINERY		775.81
CITY GARAGE				
04545	DOOR COUNTY COOPERATIVE/NAPA	25 GAL OIL DRAIN PAN	01-460-000-52700	540.00
19880	STURGEON BAY UTILITIES	SALT SHED	01-460-000-56150	8.24
19880		CITY GARAGE	01-460-000-56150	880.48
19880		CITY GARAGE	01-460-000-58650	90.71
23709	WISCONSIN LIFT TRUCK CORP.	ANNUAL MAINTENANCE	01-460-000-56250	121.38
		TOTAL		1,640.81
		TOTAL CITY GARAGE		1,640.81
CELEBRATION & ENTERTAINMENT				
R0000807	MARK THIEDE	3RD INSTALL HARMONY CONCERTS	01-480-000-58999	9,666.67
		TOTAL		9,666.67
COVID 19				
USBANK	US BANK	3 AUTO SANITIZERS/FARM MARKET	01-480-401-51550	435.00
		TOTAL COVID 19		435.00
		TOTAL CELEBRATION & ENTERTAINMENT		10,101.67
HIGHWAYS - GENERAL				
19880	STURGEON BAY UTILITIES	808 S DULUTH AVE SIGN	01-499-000-58000	8.80
19880		1536 EGG HARBOR RD TRFFC LITE	01-499-000-58000	24.39
19880		N 14TH/EGG HRBR RD TRFFC LITE	01-499-000-58000	28.53
19880		2 TRFFC WARNING LITES	01-499-000-58000	5.50
19880		MADISON AVE TRFFC LITES	01-499-000-58000	136.55
19880		342 ORNAMENTAL ST LIGHT	01-499-000-58000	4,910.96
19880		587 OVERHEAD ST LIGHTS	01-499-000-58000	7,073.28
19880		LANSING & W WALNUT SIGN	01-499-000-58000	8.54
19880		EAST SIDE DOCK	01-499-000-58000	25.08
19880		OLD HWY RD SIGN	01-499-000-58000	8.24
		TOTAL		12,229.87
		TOTAL HIGHWAYS - GENERAL		12,229.87

INVOICES DUE ON/BEFORE 08/18/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
PARK & RECREATION ADMIN				
03133	CELLCOM WISCONSIN RSA 10	07/20 MIKE CELL SVC	01-500-000-58250	36.04
03133		07/20 CELL SVC	01-500-000-58250	7.60
03133		07/20 CELL SVC	01-500-000-58250	25.10
CASE COM	CASE COMMUNICATIONS	ADVERT LARGE ITEM/FARM MARKET	01-500-000-52250	477.60
TOTAL				546.34
TOTAL PARK & RECREATION ADMIN				546.34
PARKS AND PLAYGROUNDS				
02005	BAY ELECTRONICS, INC.	ANTENNA	01-510-000-52300	42.00
02005		MOUNT	01-510-000-52300	22.50
02005		MOUNT	01-510-000-52300	13.70
02005		PLUG	01-510-000-52300	10.00
03025	CAPTAIN COMMDES INC	PORT A POTTI MONTHLY RENTALS	01-510-000-58999	180.00
04545	DOOR COUNTY COOPERATIVE/NAPA	FUSE HOLDER/PLIERS	01-510-000-53000	25.47
04545		FUEL LINE DISCONNECT	01-510-000-53000	7.29
04575	DOOR COUNTY HARDWARE	FAN	01-510-000-52700	31.99
04575		RUBBER TARP STRAP	01-510-000-54999	20.93
04575		MOPHEAD/BRUSH/MOPSTICK	01-510-000-52700	51.95
04575		LINER/PROPANE FUEL	01-510-000-51750	14.58
04575		PAINT	01-510-000-52100	25.99
04575		PAINTERS TAPE	01-510-000-52100	15.18
04575		MARKING WAND/PAINT	01-510-000-52100	33.99
04575		BARREL BOLT	01-510-000-54999	8.59
04575		TARP	01-510-000-54999	69.99
04575		SUCTION CLIP/DOOR HOLD	01-510-000-51850	29.15
04575		PROPANE FUEL	01-510-000-51350	26.36
04575		PLIER/SAW BLADE	01-510-000-52700	72.98
04575		HOLE DOZER	01-510-000-52700	23.98
06012	FASTENAL COMPANY	CAUTION TAPE	01-510-000-54999	9.76
07765	GRAINGER INC	CONCRETE SCREWS	01-510-000-54999	69.36
08225	HERLACHE SMALL ENGINE	EDGER BLADES	01-510-000-51350	93.93
13049	MAY'S SPORT CENTER	SWITCH PTO/LAWN MOWER	01-510-000-51900	39.70
19880	STURGEON BAY UTILITIES	MARTIN PARK	01-510-000-56150	64.21
19880		MARTIN PARK RESTROOM	01-510-000-58650	26.08
19880		MEM FLD WARMING HOUSE	01-510-000-56150	91.68
19880		MEM FLD WARMING HOUSE	01-510-000-58650	668.70
19880		GARLAND PARK	01-510-000-56150	9.48
19880		GARLAND PARK	01-510-000-58650	25.32
19880		SUNSET CONSN CNTR	01-510-000-56150	16.20
19880		SUNSET CONSN CNTR	01-510-000-58650	52.16
19880		FRANK GRASSE MEM SHELTER	01-510-000-56150	81.22
19880		FRANK GRASSE MEM SHELTER	01-510-000-58650	95.34
19880		OTUMBA PARK	01-510-000-56150	67.92
19880		OTUMBA PARK	01-510-000-58650	58.58
19880		WEST SIDE WARMING HOUSE	01-510-000-56150	261.81
19880		WEST SIDE WARMING HOUSE	01-510-000-58650	25.32
19880		JAYCEE BALLFLD STAND	01-510-000-56150	8.24
19880		JAYCEE BALLFLD STAND	01-510-000-58650	11.40
19880		421 MICHIGAN ST FLAG LIGHT	01-510-000-56150	28.76
19880		MEM FLD PKG LOT	01-510-000-56150	8.24
19880		WEST SIDE BALLFLD LITES	01-510-000-58650	30.54
19880		MEM FLD COMPLEX	01-510-000-56150	374.42

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INVOICES DUE ON/BEFORE 08/18/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
19880		GIRLS LITTLE LEAGUE	01-510-000-58650	27.00
19880		OTUMBA PRK WLKWAY	01-510-000-56150	11.61
19880		QUINCY ST BALLFLD	01-510-000-58650	27.00
19880		N 3RD AVE FLORIDA /SUNSET PRK	01-510-000-56150	14.97
19880		SIGN SHED	01-510-000-56150	14.08
19880		SIGN SHED	01-510-000-58650	18.52
19880		CHERRY BLOSSOM PRK	01-510-000-56150	32.24
19880		CHERRY BLOSSOM PRK	01-510-000-58650	32.60
20725	T R COCHART TIRE CENTER	FLAT REPAIR	01-510-000-53000	20.00
20725		TIRES/DISPOSAL	01-510-000-53000	392.00
20725		TIRES/DISPOSAL	01-510-000-53000	168.00
20725		FLAT TIRE	01-510-000-51900	20.00
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	FACE MASKS	01-510-000-54999	130.00
BUBRICKS		FACE MASKS	01-510-000-54999	197.94
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	TOGGLE SWITCH	01-510-000-53000	9.99
O'REILLY		BRAKES	01-510-000-53000	53.75
PMSUPPLY	PM SUPPLY	CLEANING SIGN	01-510-000-52550	36.80
ROYLAN	ROLYAN BUOYS	SWIM AREA MARKERS 10 @ 133.35	01-510-000-54999	1,333.50
ROYLAN		FREIGHT	01-510-000-54999	83.00
USBANK	US BANK	AMAZON	01-510-000-54999	4.21
VIKING	VIKING ELECTRIC SUPPLY, INC	WALL PACK	01-510-000-54999	89.05
VIKING		CONDUIT FITTINGS	01-510-000-54999	11.56
WARNER	WARNER-WEXEL WHOLESALE &	CLEANING SUPP/TOWELING/GLOVES	01-510-000-51850	920.86
		TOTAL		6,593.67
		TOTAL PARKS AND PLAYGROUNDS		6,593.67
BALLFIELDS				
	BALLFIELDS			
TRACTOR	TRACTOR SUPPLY CREDIT PLAN	STRAW BALES/CONNCTR/SPRNKLR	01-520-000-51750	56.96
		TOTAL BALLFIELDS		56.96
		TOTAL BALLFIELDS		56.96
MUNICIPAL DOCKS				
04575	DOOR COUNTY HARDWARE	PVC CONDUIT	01-550-000-54999	5.18
04575		ASSORTED SUPPLIES	01-550-000-54999	95.51
04575		SHOWER ROD	01-550-000-51850	9.99
19880	STURGEON BAY UTILITIES	36 S NEENAH PKG LOT LITES	01-550-000-56150	165.07
19880		38 S NEENAH AVE PAVILLION	01-550-000-56150	64.10
19880		38 S NEENAH AVE PAVILLION	01-550-000-58650	21.54
19880		38 S NEENAH RESTROOM	01-550-000-56150	251.23
19880		38 S NEENAH RESTROOM	01-550-000-58650	1,328.36
DIAMOND	DIAMOND BUSINESS GRAPHICS	LAUNCH PASS ENVELOPES	01-550-000-51600	1,669.43
WARNER	WARNER-WEXEL WHOLESALE &	LINER BAGS	01-550-000-51850	83.85
		TOTAL		3,694.26
		TOTAL MUNICIPAL DOCKS		3,694.26

INVOICES DUE ON/BEFORE 08/18/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
WATER WEED MANAGEMENT				
04575	DOOR COUNTY HARDWARE	MARINE SEALANT	01-560-000-51400	68.97
04575		HARDWARE	01-560-000-51400	15.33
04575		FASTENERS	01-560-000-51400	1.70
04575		FLOORING KNIFE/SNAPBLADE KNIFE	01-560-000-51400	17.36
POWERHSE	THE POWER HOUSE, INC.	ICE EATERS 2 @ 695.00	01-560-000-51400	1,390.00
POWERHSE		SHIPPING	01-560-000-51400	36.00
TOTAL				1,529.36
TOTAL WATER WEED MANAGEMENT				1,529.36
WATERFRONT PARKS & WALKWAYS				
19297	SHORE TO SHORE RENTAL, INC	SOD CUTTER RENTAL	01-570-000-54999	60.00
19860	STURGEON BAY SAND & GRAVEL	BEACH STONE	01-570-000-51750	44.65
19860		BEACH STONE	01-570-000-51750	43.48
19880	STURGEON BAY UTILITIES	DC MUSEUM WALKWAY	01-570-000-56150	9.02
19880		DC MUSEUM PKG LOT	01-570-000-56150	90.61
19880		W JUNIPER ST WALKWAY LITES	01-570-000-56150	53.79
19880		JUNIPER ST PARKING LOT	01-570-000-56150	34.52
19880		10 PENNSYLVANIA ST DOCK	01-570-000-58650	12.06
19880		KENTUCKY ST WTRFRONT	01-570-000-56150	199.13
19880		1ST AVE MARINA/RESTROOM	01-570-000-56150	622.49
19880		1ST AVE MARINA/RESTROOM	01-570-000-58650	92.22
19880		KENTUCKY ST CITY PKG RAMP	01-570-000-56150	162.78
19880		KENTUCKY ST DOCK	01-570-000-56150	15.54
19880		KENTUCKY ST DOCK	01-570-000-58650	11.40
19880		KENTUCKY ST CITY MARINA	01-570-000-58650	40.53
TOTAL				1,492.22
TOTAL WATERFRONT PARKS & WALKWAYS				1,492.22
EMPLOYEE BENEFITS				
EBC CORP	EMPLOYEE BENEFITS CORPORATION	07/20 FSA,HRA,COBRA	01-600-000-50510	242.50
TOTAL				242.50
TOTAL EMPLOYEE BENEFITS				242.50
PUBLIC FACILITIES				
04696	DOOR COUNTY TREASURER	2ND QTR 2020 MAINTENANCE COSTS	01-700-000-56850	12,657.67
TOTAL				12,657.67
TOTAL PUBLIC FACILITIES				12,657.67
COMMUNITY & ECONOMIC DEVLPMT				
USBANK	US BANK	WI ECON DEV ASSOC MEMBR RENEW	01-900-000-56000	325.00

INVOICES DUE ON/BEFORE 08/18/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
			TOTAL	325.00
			TOTAL COMMUNITY & ECONOMIC DEVLPMT	325.00
			TOTAL GENERAL FUND	138,739.99
CAPITAL FUND				
CITY HALL				
EXPENSE				
05500	ENERGY CONTROL AND DESIGN INC	AC CHILLER REPAIR	10-160-000-59999	597.90
NORTHERN	NORTHERN METAL & ROOFING CO	ROOF REPAIRS/LABOR 17HRS @ 90	10-160-000-59999	1,530.00
NORTHERN		MATERIALS	10-160-000-59999	220.00
TRAVIS	TRAVIS PRICE MASONARY	STUCCO PATCHES	10-160-000-59999	400.00
			TOTAL EXPENSE	2,747.90
			TOTAL CITY HALL	2,747.90
GENERAL EXPENDITURES				
AMER PAV	AMERICAN PAVEMENT SOLUTION,INC	CRACK SEAL SBU PORTION #2003	10-199-000-51525	216.00
			TOTAL	216.00
			TOTAL GENERAL EXPENDITURES	216.00
STORM SEWERS				
EXPENSE				
19880	STURGEON BAY UTILITIES	STORM SEWER REPAIR MATERIALS	10-300-000-59115	244.29
LILY BAY	LILY BAY SAND & GRAVEL LLC	TOPSOIL/PRJCT 2001	10-300-000-59115	2,400.00
			TOTAL EXPENSE	2,644.29
			TOTAL STORM SEWERS	2,644.29
ROADWAYS/STREETS				
ROADWAYS/STREETS				
11545	MAPLE STREET SIGN CO.	MAKE & INSTALL GRAPHICS/P11	10-400-000-59060	210.65
13655	MONROE TRUCK EQUIPMENT, INC	UNDERSEAT STORAGE	10-400-000-59060	487.21
			TOTAL ROADWAYS/STREETS	697.86
ANNUAL RESURFACING & BASE REP.				
LILY BAY	LILY BAY SAND & GRAVEL LLC	GRAVEL/ALABAMA ST RAISE ROAD	10-400-110-59095	9,057.08
UPS	UNITED STATES POSTAL SERVICE	POSTAGE ROADWAY PROJECT	10-400-110-59096	202.95
			TOTAL ANNUAL RESURFACING & BASE REP.	9,260.03
ANNUAL EXPENSE SL SEAL/CR FILL				
AMER PAV	AMERICAN PAVEMENT SOLUTION,INC	CRACK SEAL CITY PORTION #2003	10-400-113-59096	87,605.46
			TOTAL ANNUAL EXPENSE SL SEAL/CR FILL	87,605.46

INVOICES DUE ON/BEFORE 08/18/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAPITAL FUND				
ANNUAL EXPENSE SL SEAL/CR FILL				
ANNUAL EXPENSE SL SEAL/CR FILL				
TOTAL ROADWAYS/STREETS				97,563.35
CURB/GUTTER/SIDEWALK EXPENSE				
13133	MARTELL CONSTRUCTION INC	PROJECT 2002A CITY PORTION	10-440-000-59102	72,369.00
13133		PROJECT 2002A KS ENERGY PORTN	10-440-000-59102	12,515.05
13133		PROJECT 2002A TRUDY HERBST	10-440-000-59102	410.00
13133		PROJECT 2002A SBU PORTION	10-440-000-59102	1,895.00
USBANK	US BANK	8 STRAW BALES	10-440-000-59102	109.64
TOTAL EXPENSE				87,298.69
TOTAL CURB/GUTTER/SIDEWALK				87,298.69
WATERFRONT PARKS & WALKWAYS				
02130	BAUDHUIN INC	CONSTRUCT BIDDING/ADMIN-SUNSET	10-570-000-59075	1,250.00
02130		EXIST CONDITION & PRLIM PLNS	10-570-000-59075	1,072.00
10750	PREMIER CONCRETE INC	5 YRD CONCRETE @ 117.00	10-570-000-59075	585.00
10750		5 YRD FIBER MESH	10-570-000-59075	50.00
20250	TILLMAN LANDSCAPE & NURSRY INC	18 FLAME GRASS @ 8.95	10-570-000-59075	161.10
20250		20 HYG LITTLE LIME @ 17.75	10-570-000-59075	355.00
20250		20 HOSTAS @ 6.50	10-570-000-59075	130.00
20250		1 CRAB	10-570-000-59075	170.00
20250		12 RED ROSE @ 15.95	10-570-000-59075	191.40
20250		PLANTS/WTRFRONT	10-570-000-59075	441.95
TOTAL				4,406.45
TOTAL WATERFRONT PARKS & WALKWAYS				4,406.45
COMMUNITY & ECONOMIC DEVLPMNT				
VANDEW	VANDEWALLE & ASSOCIATES, INC	COMP PLAN SVC THRU 7.20.20	10-900-000-59999	7,720.00
TOTAL				7,720.00
TOTAL COMMUNITY & ECONOMIC DEVLPMNT				7,720.00
TOTAL CAPITAL FUND				202,596.68

CABLE TV

CABLE TV / GENERAL

CABLE TV / GENERAL

02975	CAMERA CORNER	IPAD & KEYBOARD	21-000-000-59070	1,818.00
02975		REPLACEMENT MICS	21-000-000-59070	217.71
02975		CREDIT RETURN	21-000-000-59070	-287.30
03159	SPECTRUM	07/20 CB MUSIC SVC	21-000-000-58999	36.95
USBANK	US BANK	CREDIT ADOBE	21-000-000-51100	-19.79
USBANK		CREDIT	21-000-000-51100	-552.09
USBANK		ADOBE CREATIVE CLOUD RENEW	21-000-000-51100	379.67

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CITY OF STURGEON BAY
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 08/18/2020

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
TOTAL CABLE TV / GENERAL				1,593.15
TOTAL CABLE TV / GENERAL				1,593.15
TOTAL CABLE TV				1,593.15
TID #4 DISTRICT				
TID #4 DISTRICT				
TID #4 DISTRICT				
CEDARCO	CEDAR CORPORATION	FESTIVAL WTRFRNT PROJECT	28-340-000-58999	67,635.28
TOTAL TID #4 DISTRICT				67,635.28
TOTAL TID #4 DISTRICT				67,635.28
TOTAL TID #4 DISTRICT				67,635.28
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
04575	DOOR COUNTY HARDWARE	PLUGS	60-000-000-53000	14.54
04603	HALRON LUBRICANTS INC	USED OIL PICKUP 225 GALLONS	60-000-000-52050	33.75
13150	MASTERCRAFT WELDING SYSTEM	STEEL/TRCK REPAIRS	60-000-000-54999	140.00
20725	T R COCHART TIRE CENTER	FLAT TIRE REPAIR	60-000-000-52850	40.00
20725		RECAPS/CASINGS/DISPOSAL	60-000-000-52850	1,760.00
JX ENT	JX ENTERPRISES, INC.	NITROGEN SENSORS	60-000-000-53000	511.04
TOTAL SOLID WASTE ENTERPRISE FUND				2,499.33
TOTAL SOLID WASTE ENTERPRISE FUND				2,499.33
TOTAL SOLID WASTE ENTERPRISE				2,499.33
TOTAL ALL FUNDS				413,064.43

MANUAL CHECKS

DCRM, INC 07/29/20 Check # 87366 2019 Property Tax refund 01-130-000-51910	\$18,361.00
GIMBEL, REILLY, GUERIN & BROWN LLP TRUST ACCOUNT 07/29/20 Check # 8367 2019 Wal-Mart Tax Settlement 01-130-000-51910	\$20,000.90
DOOR COUNTY MARITIME MUSEUM 08/04/2020 Check # 87372 WEDC-CDI Grant 10-199000-51525	\$250,000.00
EFT GROUP INSURANCE 08/04/20 Check # 87373 08/20 Health Insurance Various Departmental Accounts	\$148,154.22
TOTAL MANUAL CHECKS	\$ 436,516.12

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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 08/18/2020

VENDOR # NAME ITEM DESCRIPTION ACCOUNT # AMOUNT DUE

SUMMARY OF FUNDS:

GENERAL FUND
CAPITAL FUND
CABLE TV
TID #4 DISTRICT
SOLID WASTE ENTERPRISE

TOTAL --- ALL FUNDS

~~138,739.99~~ 575,256.11
202,596.68
1,593.15
67,635.28
2,499.33

~~413,064.43~~ 849,580.55

Helen Bacon 8/11/2020
Jan Wick 8/11/2020

COMMON COUNCIL
August 4, 2020

A meeting of the Common Council was called to order at 7:00 pm by Mayor Ward. The Pledge of Allegiance was recited. Roll call: Bacon, Hayes, Williams, Gustafson, Nault, Wiederanders and Reeths were present. Ald. Bacon, Hayes, Williams, Gustafson, Nault, and Reeths and Mayor Ward appeared in person. Ald. Wiederanders appeared virtually via Zoom.

Williams/Nault to adopt agenda. Carried.

No one spoke during public comment.

Bacon/Gustafson to approve following bills: General Fund - \$42,263.57, Capital Fund - \$1,101,587.16, Cable TV - \$5,267.91, TID #4 - \$1,456.00, and Solid Waste Enterprise Fund - \$23,643.84 for a grand total of \$1,174,218.48. Roll call: All voted aye. Carried.

Gustafson/Reeths to approve consent agenda:

- a. Approval of 7/21/20 regular Common Council minutes.
- b. Place the following minutes on file:
 - (1) Sturgeon Bay Utility Commission – 6/9/20
 - (2) Zoning Board of Appeals – 7/14/20
 - (3) Finance/Purchasing & Building Committee – 7/14/20
 - (4) Personnel Committee – 7/15/20
 - (5) City Plan Commission – 7/15/20
 - (6) Police & Fire Commission – 7/21/20
 - (7) Historic Preservation Commission – 7/24/20
 - (8) Aesthetic Design & Site Plan Review Board – 7/27/20
- c. Place the following reports on file:
 - (1) Fire Department Report – June 2020
- d. Consideration of: Approval of Beverage Operator licenses.
- e. Consideration of: Temporary Class B Beer and Temporary Class B Wine license.
- f. Consideration of: Approval of Street Closure Application from SB Life is Good.
- g. Zoning Board of Appeals recommendation re: Amendments to ZBA Rules of Procedure.
- h. Historic Preservation Commission recommendation re: Amendments to Historic Preservation Code.

Carried.

There were no mayoral appointments.

Carly Sarkis & Pam Seiler, Destination Sturgeon Bay, gave an update on the Under the Stars Night Market. They summarized the goals of the Night Market, types of vendors present, entertainment, clean-up of area parameters, restaurant and business reaction, the survey results of restaurants and businesses in the Night Market area, and future of the Under the Stars Night Market. No action was taken.

City Clerk/HR Director Reinhardt requested an increase in poll worker pay for the August and November elections for 2020 from \$9 to \$15 per hour due to the pandemic. It was noted that the hourly wage was increased in April 2020 and that this would be added to the 2021 budget for review. Gustafson/Wiederanders to adopt. Carried.

Hayes/Williams to adopt the first reading of ordinance re: Historic Preservation Commission Code Amendments. Carried.

Bacon/Williams to approve the resolution providing for the sale of approximately \$4,370,000 general obligation promissory notes. Brad Viegut, Robert W. Baird addressed the Council regarding the resolution. Carried.

Bacon/Reeths to approve the resolution supporting Wisconsin Harbor Assistance Program Grant Application. It was noted that the request grant amount should be changed to \$249,920. Carried.

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the proposed 2021-2023 Fire Protection Service Agreement with the Town of Sevastopol.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

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

Discussion took place regarding the Door County Public Health Emergency Advisory Requiring Face Coverings. No formal action was taken.

There was not a City Administrator report.

The Mayor gave his report.

Gustafson/Williams to adjourn. Roll call: All voted aye. Carried. The meeting adjourned at 8:06 p.m.

Respectfully submitted,



Stephanie L. Reinhardt
City Clerk/HR Director

COMMUNITY PROTECTION & SERVICES COMMITTEE
July 2, 2020

A meeting of the Community Protection & Services Committee was called to order at 4:19 p.m. by Chairperson Williams in the Council Chambers, City Hall. **Roll Call:** Members Ald. Williams, Ald. Reeths and Ald. Wiederanders were present. Also present from City Departments were Mr. VanLieshout, Captain Brinkman, Mr. Barker, Mr. Mann and Ald. Nault.

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

1. Roll Call
2. Adoption of Agenda
3. Approval of Meeting Minutes from June 4, 2020
4. Public Comment on Agenda Items
5. Consideration of: Contract with Mann Communication
6. Consideration of: Downtown Entertainment District: Elimination of Open Intoxicant Ordinance 10.175 – Drinking on Public Property Regulated
7. Discussion of: Monarch Butterfly USA Project
8. Discussion of: Creating an Inspection Process to the Taxi/Shuttle Ordinances
9. Adjourn

All Ayes. Carried.

Approval of Meeting Minutes

Moved by Ald. Reeths, seconded by Ald. Wiederanders to approve June 4, 2020 meeting minutes. All Ayes. Carried.

Public Comment

Amy Crook: 727 Prairie Lane
 Barbara Pfiefer: 608 E. Walnut Drive
 Ald. Spencer Gustafson: 445 S. Grant Avenue

Mann Communication Contract

The Mann Communication contract was discussed prior in the Cable Communication System Advisory Council and moved for approval by CPS.

Moved by Ald. Reeths, seconded by Ald. Wiederanders, to recommend to the Common Council to approve the Personal Service Contract with Mann Communication, LLC for Cable TV services for the term commencing on January 1, 2021 and ending December 31, 2023 as presented. All ayes.

Downtown Entertainment District – Elimination of Open Intoxicant Ordinance

Captain Brinkman spoke on behalf of the Police Department; he stated they are not opposed to relaxing the ordinance but do need to hear more information (to include: boundaries/zone of the district and days and hours of operation). It was suggested having a trial period as well. Items to also consider: use of plastic or glass containers, increase in garbage/litter and public restroom shortages.

Moved by Ald. Williams, seconded by Ald. Reeths, to table this topic and call a special meeting of the Community Protection and Services Committee prior to the July 21, 2020 Council meeting. All ayes. Carried.

Monarch Butterfly USA Project

Ald. Wiederanders presented information on this program. It is an open commitment which gives access to newsletters and connections to other communities who are in the program. The fee is \$50; Ald. Wiederanders was going to confirm this. This will be brought back to the August meeting for consideration.

Inspection Process to Taxi/Shuttle Ordinance

The City's intern is working on this and will have something for a future meeting.

Moved by Ald. Wiederanders, seconded by Ald. Reeths, to adjourn the meeting of the Community Protection Services Committee. All ayes. Carried. The meeting was adjourned at 5:00 p.m.

Respectfully submitted,



Sarah Spude-Olson
Police Department Office Manager

COMMUNITY PROTECTION & SERVICES COMMITTEE

July 15, 2020

A meeting of the Community Protection & Services Committee was called to order at 4:30 p.m. by Chairperson Williams in the Council Chambers, City Hall. **Roll Call:** Members Ald. Williams, Ald. Reeths and Ald. Wiederanders were present. Also present from City Departments were Mr. VanLieshout, Captain Brinkman and Ald. Gustafson.

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

1. Roll Call
2. Adoption of Agenda
3. Public Comment on Agenda Items
4. Consideration of: Downtown Entertainment District: Elimination of Open Intoxicant Ordinance 10.175 – Drinking on Public Property Regulated
5. Adjourn

All Ayes. Carried.

Public Comment

None

Downtown Entertainment District – Elimination of Open Intoxicant Ordinance

A draft resolution and map of the defined zone was introduced. If approved, the Committee will review the resolution and how things are going after a four-week trial period. A special meeting will be called if problems are occurring; otherwise the review will be done at the September 3, 2020 regular meeting.

Temporarily suspending Ordinance 10.175 – Drinking on Public Property Regulated will only occur in the outlined areas daily between the hours of 9:00 a.m. – 10:00 p.m., and will end December 31, 2020. All alcohol shall be in non-resealable and non-breakable containers.

Maps that clearly mark the designated zone will be dispersed via social media (i.e. City of Sturgeon Bay and Police Department websites), emailed to businesses and handed out with help from Destination Sturgeon Bay.

Moved by Ald. Williams, seconded by Ald. Reeths, to recommend the Common Council approve the resolution to conditionally suspend ordinance 10.175 of the Municipal Code – Drinking on Public Property Regulated as presented, along with the map as drawn indicating the defined zone, to be reviewed again after a four-week trial period. All ayes. Carried.

Moved by Ald. Reeths, seconded by Ald. Wiederanders, to adjourn the meeting of the Community Protection Services Committee. All ayes. Carried. The meeting was adjourned at 5:02 p.m.

Respectfully submitted,



Sarah Spude-Olson
Police Department Office Manager

POLICE AND FIRE COMMISSION

July 28, 2020

A meeting of the Police and Fire Commission was called to order at 2:00 p.m. by Commission President Dave Poulton in the Community Room at the Sturgeon Bay Municipal Building. **Roll Call:** Commissioner Poulton, Commissioner VanDyke, Commissioner Hurley, Commissioner Herdina and Commissioner Spritka were present. Also present from City Hall was Chief Porter and City Administrator VanLieshout.

Moved by Commissioner Herdina, seconded by Commissioner VanDyke to adopt the following agenda:

1. Call to Order
2. Roll Call
3. Adoption of Agenda
4. Approval of Minutes from July 21, 2020
5. Consideration of: Sturgeon Bay Police Chief Job Posting
6. Convene in closed session in accordance with the following exemption:

Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. Wis. Stats. 19.85(1)(c)

Consideration of: Process to fill Police Chief Position

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

7. Reconvene in open session.
8. Set next meeting date.
9. Adjourn

All ayes. Carried.

Approval of Minutes:

Moved by Commissioner Herdina, seconded by Commissioner VanDyke to approve the minutes from July 21, 2020 meeting. All ayes. Carried.

Police Chief Job Posting:

Chief Porter addressed the Commission regarding potential legal concerns with having an internal hire for the Chief of Police position, and not opening it up outside candidates. He, along with the HR Director, Stephanie Reinhardt consulted with the City's labor attorney, Joel Aziere, to seek legal advice on the matter. There is no requirement or legal concerns for only posting the position internally.

Discussion continued relating to the job posting and position description; it was decided to go into closed session at this time.

Moved by Commissioner VanDyke, seconded by Commissioner Herdina, to convene into closed session at 2:32 p.m. All ayes. Carried.

Roll Call: Commissioner Poulton, Commissioner VanDyke, Commissioner Hurley, Commissioner Herdina and Commissioner Spritka were present.

Moved by Commissioner VanDyke, seconded by Commissioner Herdina, to convene into open session at 3:35 p.m. All ayes. Carried.

Roll Call: Commissioner Poulton, Commissioner VanDyke, Commissioner Hurley, Commissioner Herdina and Commissioner Spritka were present.

Edits to the job posting and position description will be made; it will be updated and sent to Commission members prior to the next meeting for approval.

Moved by Commissioner Hurley, seconded by Commissioner Herdina, to approve the job posting and position description for the Chief of Police with the discussed edits . All ayes. Carried.

Commission members are to bring ideas for interview questions to the next meeting for discussion.

Next Meeting: Tuesday, August 4, 2020 at 2:00 p.m. in the Community Room.

Adjourn: *Moved by Commissioner Hurley, seconded by Commissioner Poulton to adjourn. All ayes. Motion carried. Time of 3:42 p.m.*

Respectfully submitted,



Sarah Spude-Olson
SBPD Office Manager

FINANCE/PURCHASING & BUILDING COMMITTEE
July 28, 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. Ald. Wiederanders appeared by zoom and Alders. Bacon and Williams appeared in person. Also present: Mayor Ward, City Administrator Van Lieshout, City Treasurer/Finance Director Clarizio, Fire Chief Dietman, Robert W. Baird Managing Director Brad Viegut, Intern Behme and Receptionist Metzger.

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

1. Roll call.
2. Adoption of agenda.
3. Public comment on agenda items and other issues related to finance & purchasing.
4. Consideration of: Resolution providing for the Sale of Approximately \$4,370,000 General Obligation Promissory Notes.
5. Consideration of: Town of Sevastopol Fire Protection Service Agreement.
6. Review bills.
7. Adjourn.

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

Consideration of: Resolution providing for the Sale of Approximately \$4,370,000 General Obligation Promissory Notes:

Brad Viegut, Managing Director of Robert W. Baird, outlined the proposed financing plan for refinancing of TID #2 bonds from September 2011 and borrowing for capital projects and purchases budgeted for 2020. He stated that a general obligation promissory note in the amount of \$4,370,000 would be issued for the borrowing. The estimated interest rate is 1.32%, it would be callable October 1, 2027. The initial approval of the set sale resolution will be considered at the August 4, 2020 Common Council meeting.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to forward a resolution to Common Council approving the sale of approximately \$4,370,000 General Obligation Promissory Notes. Carried.

Consideration of: Town of Sevastopol Fire Protection Service Agreement:

City Administrator VanLieshout explained that the City of Sturgeon Bay and Town of Sevastopol have a fixed price Fire Protection Service agreement that ended December 31, 2019. The City approved a one year extension of the agreement until December 31, 2020. The new proposed contract will continue the same scope of services; include a 3% annual increase for a period of 3 years beginning January 1, 2021-December 31, 2023.

Moved by Alderperson Bacon, seconded by Alderperson Wiederanders to recommend to Common Council to approve the proposed 2021-2023 Fire Protection Service Agreement with the Town of Sevastopol. Carried.

Review bills

Moved by Alderperson Williams, seconded by Alderperson Wiederanders 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 4:22pm.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Tricia Metzer". The signature is written in a cursive style with a prominent initial "T" and a long, sweeping underline.

Tricia Metzer

POLICE AND FIRE COMMISSION

August 4, 2020

A meeting of the Police and Fire Commission was called to order at 2:00 p.m. by Commission President Dave Poulton in the Community Room at the Sturgeon Bay Municipal Building. **Roll Call:** Commissioner Poulton, Commissioner VanDyke, Commissioner Hurley, Commissioner Herdina and Commissioner Spritka were present. Also present from City Hall was Chief Porter.

Moved by Commissioner Spritka, seconded by Commissioner Herdina to adopt the following agenda:

1. Call to Order
2. Roll Call
3. Adoption of Agenda
4. Approval of Minutes from July 28, 2020
5. Convene in closed session in accordance with the following exemption:

Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. Wis. Stats. 19.85(1)(c)

Consideration of: Process to fill Police Chief Position

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

6. Reconvene in open session.
7. Set next meeting date.
8. Adjourn

All ayes. Carried.

Approval of Minutes:

Moved by Commissioner Poulton, seconded by Commissioner Herdina to approve the minutes from July 28, 2020 meeting. All ayes. Carried.

Convene in Closed Session:

Moved by Commissioner Hurley, seconded by Commissioner VanDyke to convene in closed session in accordance with the following exemption:

Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. Wis. Stats. 19.85(1)(c)

Consideration of: Process to fill Police Chief Position

All ayes. Motion carried. Roll Call: Dave Poulton, Sandy Hurley, Wayne Spritka, Mike VanDyke and Barbara Herdina were present.

Reconvene in Open Session:

Moved by Commissioner Hurley, seconded by Commissioner VanDyke to reconvene in open session. All ayes. Motion carried. Roll Call: Dave Poulton, Sandy Hurley, Wayne Spritka, Mike VanDyke and Barbara Herdina were present.

Next Meeting: Tuesday, August 11, 2020 at 3:00 p.m. in the Closed Session Room.

Adjourn: *Moved by Commissioner Hurley, seconded by Commissioner VanDyke to adjourn. All ayes. Motion carried. Time of 4:07 p.m.*

Respectfully submitted,



Sarah Spude-Olson
SBPD Office Manager



Kalin Montevideo
Assistant Fire Chief

CITY of STURGEON BAY FIRE DEPARTMENT

421 Michigan St
Sturgeon Bay, WI 54235

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

STURGEON BAY FIRE DEPARTMENT JULY 2020 FIRE REPORT

JULY INCIDENTS: 127
2020 TOTAL INCIDENTS: 808

INCIDENTS BY JURISTICTION:

AVERAGE RESPONSE TIME:

CITY - East Side: 83 Year to Date: 537 EMERGENT: 3.54 Minutes NON-EMERGENT: 4.38 Minutes
68 – Medical Incident 02 – Vehicle Accident 07 – Alarm/Detector Activation, No Fire
01 – Citizen Complaint 01 – Animal Rescue 01 – Smoke Scare/Odor of Smoke
01 – Oil/Combustible Liquid Spill 02 – Arcing/Shorted Electrical Equipment

CITY - West Side: 32 Year to Date: 187 EMERGENT: 3.49 Minutes NON-EMERGENT: 4.05 Minutes
26 – Medical Incident 01 – Vehicle Accident 05 – Alarm/Detector Activation, No Fire

Town of Sevastopol: 05 Year to Date: 40 EMERGENT: 6.20 Minutes NON-EMERGENT: N/A
02 – Vehicle Accident 01 – Citizen Complaint 01 – Alarm/Detector Activation, No Fire
01 – Smoke Scare/Odor of Smoke

Town of Sturgeon Bay: 05 Year to Date: 31 EMERGENT: 9.37 Minutes NON-EMERGENT: 9.36 Minutes
01 – Medical Incident 01 – Carbon Monoxide Incident 01 – Alarm/Detector Activation, No Fire
01 – Authorized Controlled Burn 01 – Brush/Grass/Outside Fire

MUTUAL AID/MABAS INCIDENTS

Gibraltar: 0 Year to Date: 01
Southern Door: 01 Year to Date: 06
01 – Structure Fire
Egg Harbor: 0 Year to Date: 01
Brussels, Union, Gardner: 0 Year to Date: 01
Jacksonport: 0 Year to Date: 01
Sister Bay: 01 Year to Date: 02
01 – Structure Fire
Washington Island: 01 Year to Date: 01

INPECTION REPORT:

	<u>Regular Inspections</u>	<u>Re Inspections</u>	<u>Occupancy Inspections</u>	<u>Hours</u>
Inspections – City of Sturgeon Bay:	<u>138</u>	<u>64</u>	<u>02</u>	<u>176.05</u>
Inspections – Town of Sevastopol:	<u>38</u>	<u>0</u>	<u>0</u>	<u>26.6</u>
Inspections – Town of Sturgeon Bay:	<u>05</u>	<u>0</u>	<u>0</u>	<u>3.85</u>
Inspections – Town of Jacksonport:	<u>04</u>	<u>03</u>	<u>0</u>	<u>3.05</u>

Sevastopol Burn Permit: Permits Issued for Month: 07 Year to Date Permits Issued: 71

SPECIAL REPORTS, TRAINING AND MAINTENANCE

MAINTENANCE:

Firefighters conducted an oil analysis on Truck 2; completed installing privacy slats at the Training Facility; pump tested old E4; replaced siren controls in a Police squad car; rewired a fan for the Training Facility; cleaned out and repaired the second floor faucets at the Eastside Station; descaled the rims on Tender 3; repaired the soda machine and moved/remounted a camera outside the eastside station garage.

TRAINING:

217.6 hours of training was conducted in July. Firefighters trained with driving and truck pump operations, Marine 1; ropes and confined space equipment; auto extrication tools; fire ground operations; marina fire protection systems; drone operations; self-rescue techniques; ladder and scene size up techniques.

Other:

Fire Chief and AC attended City and other Town meetings; attended USCG change of command; presented a fire safety and extinguisher demo for employees at Whispering Pines; assisted with a USDA food share distribution; assisted the local food pantry with unloading of food and delivered food to two local CBRF facilities.

COVID-19 Update:

In July, we fully opened up our stations. Additional cleaning processes are ongoing including wiping down of surfaces in the station and apparatus at the beginning of each duty shift and following interactions during calls. Firefighters continue to change in and out of duty gear in their station at the beginning of their shift and following the completion of their shift; all on duty uniforms are laundered at the station and left here for their next shift. These processes are to ensure we are decontaminating our gear, clothing and apparatus as much as possible and not taking any contaminants to our homes. This process has become a Department policy and will be adhered to by all Department members as a long term safety measure. We are using our part-time staff to cover any night shift duty and call in for additional help.

We continue to respond to all incidents and calls for service. We are seeing a steady increase in call volume over the past few months in comparison to previous years.



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 July, 2020

Date: August 10, 2020

The following is a summary of the Police Department’s activities for the month of July 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 65 crimes.

These crimes can be broken down and classified as follows.

Burglary.....	01
Child Abuse / Neglect.....	01
Disorderly Conduct.....	17
Possess Controlled Substance.....	03
Fraud / Forgery.....	10
Domestic Abuse.....	03
Theft.....	16
Criminal Damage to Property.....	02
ICAC.....	02
Bail Jumping.....	03
Custodial Interference.....	01
Death Investigation.....	01
Violate Court Order.....	02
Sexual Offense.....	01
Vehicle Theft.....	02
TOTAL 65	

The above crimes resulted in the loss of \$274 to the community, of which \$97 has been recovered.

Arrests

The Department completed a total of 99 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.....	03
Second Degree Reckless Endangerment.....	01
	TOTAL 04
B. Misdemeanor Crime Arrests	
Disorderly Conduct.....	03
Bail Jump.....	04
Possess Controlled Substance.....	02
Possess Drug Paraphernalia.....	02
	TOTAL 11
Wisconsin Probation & Parole Arrests / Warrant Arrests.....	04
	TOTAL 04
C. Ordinance Violation Arrests	
Disorderly Conduct.....	03
Resist / Obstruct Officer.....	01
Retail Theft.....	03
Possess Drug Paraphernalia.....	04
Possess Marijuana.....	01
Boating Violations.....	01
Misuse of 911 Emergency Line.....	01
	TOTAL 14
D. Traffic Crime Arrests	
Operate Motor Vehicle while Revoked.....	05
Operate While Intoxicated 2 nd or More.....	04
Reckless Driving Endanger Safety.....	01
No Valid Driver's License.....	01
No Ignition Interlock Device.....	01
	TOTAL 12
E. Traffic Violation Arrests	
Operate Motor Vehicle w/o Insurance.....	02
Operate Motor Vehicle while Intoxicated.....	06
Operate Motor Vehicle while Suspended/Revoked.....	10
Speeding.....	13
No Valid Driver's License.....	02
Miscellaneous Violations.....	21
	TOTAL 54

In addition to the preceding arrests, the Department conducted a total of 161 traffic stops during the month and logged 64 violations for various motor vehicle defects and local ordinances and issued 54 written warnings for those violations. A total of 02 parking ticket was issued for parking violations throughout the city.

Traffic Accidents

The Department during the month investigated a total of 20 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	16
	(greater than \$1,000.00)	
D.	Motor Vehicle Accidents Involving Property Damage	02
	(less than \$1,000.00)	TOTAL 20

Police Service Calls

Department members handled 546 service calls during the month. These calls consist of both citizen requests for police service as described below (457), crimes investigated (65), traffic accidents investigated (20), and Wisconsin Probation and Parole Assists (04).

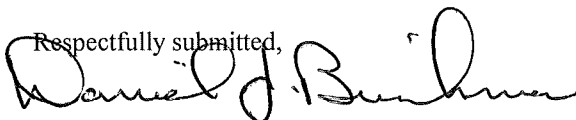
A.	Traffic and Road Incidents.....	113
	This category consists of all assignments involving assists to stranded motorists, directing traffic, complaints of noisy or otherwise disorderly vehicles, removing obstructions from roadways, and all parking problem complaints.	
B.	Noise Complaints.....	06
	These complaints involve private parties, licensed liquor establishments, and parties in public places.	
C.	Sick and Injured Persons.....	11
	Assistance rendered to the Ambulance Service and sick or injured persons.	
D.	Alarms.....	24
	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.....	28
	Investigations by officers of noisy animals, loose animals, animal bites, wild animals and sick, injured or dead animal complaints.	
F.	Civil Disputes.....	04
	Arguments between neighbors, landlords and tenants, and family members where no crimes have been committed.	

G. Escorts.....	04
Transporting citizens, money escorts for area financial institutions, funerals, and for area industry and farming.	
H. Citizen Assist	41
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.....	11
Includes assistance to other law enforcement and government agencies.	
J. Suspicious Person / Vehicle / Circumstance	38
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.....	03
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	06
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	140
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	28
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 457	

Department Training

The Joint SWAT Team and Dive Team completed their monthly training. One officer completed 40 hours of School Resource Officer training.

Respectfully submitted,



Captain Daniel J. Brinkman

CITY OF STURGEON BAY
INSPECTION DEPARTMENT

July 30, 2020

THE FOLLOWING IS THE MONTHLY SUMMARY OF THE ACTIVITIES OF THE INSPECTION DEPARTMENT FOR THE MONTH OF JULY 2020

July-20	YEAR TO DATE		July-20	YEAR TO DATE
			477,751	658,651
2	3	ONE FAMILY DWELLINGS	--	267,900
0	1	TWO FAMILY DWELLINGS	--	--
0	0	MULTIPLE FAMILY DWELLINGS	--	241,300
0	4	MANUFACTURED HOME	--	--
0	0	C.B.R.F.	275,000	338,298
1	2	RESIDENTIAL ADDITIONS	142,410	515,905
8	33	RESIDENTIAL ALTERATIONS	33,321	184,821
1	7	RESIDENTIAL GARAGES/CARPORTS	--	--
0	0	RESIDENTIAL GARAGE ADDITIONS & ALTERATIONS	--	16,545
0	5	RESIDENTIAL STORAGE BUILDINGS	--	--
0	0	RESIDENTIAL SWIMMING POOLS	--	--
0	0	NON-RESIDENTIAL SWIMMING POOLS	--	698,445
0	3	NEW COMMERCIAL BUILDINGS	985,000	5,025,000
1	2	NON-RESIDENTIAL ADDITIONS	1,157,500	2,223,232
5	31	NON-RESIDENTIAL ALTERATIONS	--	--
0	0	MUNICIPAL BUILDINGS	--	--
0	0	WAREHOUSES	--	--
0	0	FACTORY & SHOP	--	--
0	0	COMMUNICATION TOWER	--	--
0	0	SUBSTATION	--	--
0	0	AGRICULTURAL BUILDINGS	--	--
18	91	TOTAL ESTIMATED COST OF CONSTRUCTION	\$2,593,231	\$9,511,446
July-20	YEAR TO DATE	TOTAL PERMITS ISSUED	July-20	YEAR TO DATE
18	91	BUILDING PERMITS	6,991	19,155
15	84	ELECTRICAL PERMITS	1,408	8,557
7	48	PLUMBING PERMITS	701	4,610
6	35	HEATING PERMITS	756	5,436
2	89	SIGN PERMITS	80	2,820
1	8	MISCELLANEOUS PERMITS	25	200
0	0	SUMP PUMP PERMITS	--	--
0	1	REINSPECTION FEE	--	40
0	1	EARLY STARTS	--	100
2	8	EROSION CONTROL	250	900
0	0	STATE PLAN APPROVALS	--	--
2	5	PARK & PLAYGROUND PAYMENTS	600	1,500
2	7	WISCONSIN PERMIT SEALS	70	245
1	4	ZONING BOARD OF APPEALS APPLICATIONS	300	1,200
0	0	ZONING CHANGES/P.U.D. APPLICATIONS	--	--
1	2	PLAN COMMISSION - CONDITIONAL USES	300	600
1	2	CERTIFIED SURVEY MAP REVIEWS	25	55
0	0	SUBDIVISION PLATTING REVIEW	--	--
0	0	MISCELLANEOUS REVENUE	--	--
0	0	(COPIES, POSTAGE, SALE OF MAPS, ETC.)	--	--
0	0	RESIDENTIAL BUILDINGS MOVED	--	--
0	0	NON-RESIDENTIAL BUILDINGS MOVED	--	--
0	1	CHANGE OF USE	--	277
0	0	RESIDENTIAL OCCUPANCY FEES	--	--
4	14	COMMERCIAL OCCUPANCY FEES	200	1,100
0	0	PIER PERMIT	--	--
1	1	DEMOLITION	25	25
3	17	PLAN REVIEW FEE	410	5,200
		ADMIN FEE	669	2,217
			\$12,810.00	\$54,237.00

TOTAL RECEIPTS DEPOSITED WITH CITY TREASURER

Cheryl Nault
Building Inspection Dept.

7d.

7d.

BEVERAGE OPERATOR LICENSE:

1. **Sandoval, Benigno**

7e.

7e.

CLASS B BEER

Benigno Sandoval
1449 Green Bay Road, Suite 2
DBA: El Sazon
Sturgeon Bay, WI 54235
Date: August 19, 2020 – June 30, 2021

**CITY OF STURGEON BAY
STREET CLOSURE APPLICATION**

Name of Applicant: Nathan Eastway - Gabe's Construction

Name of Event: ATC T-46 Cable Replacement (Phase 1)

Contact Phone #: 920-889-8135

Date(s) of Event: 08-24-20 to 01-31-21 Time: Continuous

Estimated # of Attendees: N/A

Specific Location: S. 2nd Ave @ Nebraska St.

- Attach map of requested street closure area including barricades location, tent/booth location, or any street obstruction. The map must be in final form.
- Attach Certificate of Insurance with the City listed as ADDITIONAL INSURED. Limits as follows: Commercial General Liability - \$1,000,000 each occurrence limit; Fire Damage Limit - \$50,000 any one fire; Medical Expense Limit - \$5,000 any one person; and Workers Compensation - As required by the State of Wisconsin.
- Temporary Beer and/or Wine license has been applied for, approximately four weeks prior to the event date, by a qualified organization and fee paid. (If applicable.)
- Hold Harmless Agreement has been signed of Officer(s) of Event/Organization.
- Agreement for Reimbursement of Expenses has been signed by Officer(s) of Event/Organization.
- If tents larger than 20 x 20 are used, must agree to contact the Fire Department for inspection, prior to event.

What arrangements are made for clean up?

All area will be returned to original condition.
Public ROW will be kept clean and safe

Other comments or explanation:

Area will be designated with WI DOT approved traffic control devices.

Signature of Responsible Party:

4804 N. 40th St. Sheboygan, WI 53083

Address:

Date Submitted:

08-13-20

(Street Closure applications may not be submitted/approved more than 90 days in advance of event date.)

Approval:

Fire Chief: [Signature]

Police Chief: [Signature]

Comm. Dev: [Signature]

Streets/Parks: [Signature]

City Clerk: [Signature]

Finance Dir: [Signature]

City Engineer: [Signature]

City Admin: [Signature]

Date: 9-13-20

Date: 13-AUG-2020

Date: 13 Aug 2020

Date: 13 AUG 2020

Date: 8/13/2020

Date: 8/13/20

Date: 8-13-2020

Date: 8-13-2020

Common Council Approval Date: _____

- Copy of Approved Street Closure Application sent to EMS Director.



Gabe's Construction Co., Inc.
Utility Contractors Since 1942

Date: 08-13-2020
Project: ATC T46 Replacement – Sturgeon Bay, WI
Re: Street Closure Permit – Phase 1
By: Gabe's Construction Company, Inc. ("Gabe's")
To: City of Sturgeon Bay, WI
Sent via email to: Chad Shefchik - cshefchik@sturgeonbaywi.org

Please consider the following information and attachments for the ATC T46 Replacement Phase 1 Street Closure Permit, submitted on behalf of the ATC Project Team.

Phase 1:

- 1) Start: August 24, 2020
- 2) Complete: January 31, 2021 +/-
- 3) Full closure of S. 2nd Ave
- 4) Parking Lane use of S. 1st, Nebraska and part of S. 2nd
- 5) Traffic control devices will be placed in accordance with WI DOT requirements.

Notes:

- 1) **ATC and Gabe's representatives spoke to representatives with the following businesses on 08-11-20.** They are aware of the proposed street closures, the timeframe and how sidewalk access to their facilities and local parking are to be maintained. They voiced no immediate concern with the plan and **understand the project's** necessity:
 - a. Popelka Glass Arts (SE corner of Nebraska & S. 2nd Ave). Jeremy 920-743-7287
 - b. Bridgeview Hair Design LLC: Heidi 920-217-7967
- 2) Future Street Closure Applications will be submitted separately

Attached:

- 1) Completed Permit Application
- 2) Road Closure Map – Phase 1
- 3) **Gabe's COI naming City of Sturgeon Bay as additional insured**

Should you have any questions please contact me at 920-889-8135.

Sincerely,

NATHAN A. EASTWAY

Nathan Eastway, P.E.

VP HDD & Specialty Projects

End of Letter

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The undersigned certifies that he or she is a duly authorized agent of Gabe's Construction Co, Inc., and is duly empowered and authorized to execute this hold harmless and indemnification agreement on behalf of the above referenced party.

The undersigned in consideration of being allowed to use City property to Perform Utility Construction, which shall encroach in the public right-of-way adjacent to property located at 112 S. 2nd Ave +/-, do hereby release, acquit, and forever discharge the City of Sturgeon Bay, its officers, agents, and employees (hereinafter known as City), from any and all actions, causes of action, claims, demands, costs, expenses and compensation related to property damages, personal injury or death arising out of any accident or occurrence while maintaining said encroachment in the public right-of-way. The undersigned further agrees to hold harmless and defend the City from any claims or actions arising from said Utility Construction as an encroachment in the public right-of-way.

The undersigned agrees that as a condition of the City approving the use as an encroachment in the public right-of-way, it will maintain usage, and continue to provide a minimum of six foot unobstructed area for public use and passage in said public right-of-way.

Dated this 13th day of August, 2020

By: Nathan Eastway, Gabe's Construction Co., Inc.

By: _____

**CITY OF STURGEON BAY
AGREEMENT FOR REIMBURSEMENT OF EXPENSES**

WHEREAS the City of Sturgeon Bay has created Section 3.035 of the Municipal Code authorizing the City Clerk - Treasurer to charge for reimbursement of legal, consulting, incidental, and special events expenses incurred on behalf of and/or for the benefit of third parties for services rendered by the City of Sturgeon Bay;

AND WHEREAS the undersigned has requested services and/or authorizations of the City of Sturgeon Bay which will result in the necessity to incur legal, consulting, incidental, or special event expenses on behalf of the undersigned or in consideration of the request submitted by the undersigned;

NOW, THEREFORE, IT IS AGREED that the undersigned will reimburse the City of Sturgeon Bay by providing payment to the City Clerk - Treasurer within fourteen (14) days of receiving an invoice, for all legal, consulting, incidental, and special event expenses incurred by the City of Sturgeon Bay for the benefit of the undersigned or for the consideration of the request submitted by the undersigned. These expenses are likely to include the following: Planning and engineering review, legal review and document preparation, recording, publication, special events, and miscellaneous expenses.

This Agreement must be signed prior to the initiation of any action by the City of Sturgeon Bay.

Dated: Aug 13, 2020 Nathan Eastway, Gabe's Construction Co., Inc.

Dated: _____

Company Name (if applicable): Gabe's Construction Co, Inc.

Billing Address: 4804 N. 40th St. Sheboygan, WI 53083

Telephone: 920-889-8135

3.035 - Reimbursement of expenses.

- (1) *[Authorization to charge for reimbursement.]* The city clerk-treasurer is authorized to charge for reimbursement of expenses incurred on behalf of and for the benefit of third parties for services rendered by the city. These reimbursable expenses include, but are not limited to:
- (a) *Legal, consulting, and incidental expenses.* Any expenses associated with service demands related to legal, consulting, and incidental services. These expenses include but are not limited to:
1. Mortgages and related documentation prepared by the city attorney for property transactions.
 2. Drafting and recording of documents for street vacation not initiated by the city.
 3. Drafting of ordinances related to zoning.
 4. Costs associated with annexations.
 5. Recording fees for planned unit developments and related zoning and subdivision actions.
 6. Legal publication, hearing notices, and postage.
 7. Engineering, planning, financial, and related consultants' reviews, studies, and inspections.
 8. Any other fees associated with service demands by third parties not specifically related to general governmental services.
- (b) *Special events expenses.* Any expenses associated with service demands related to special events. These expenses include but are not limited to:
1. Labor, equipment, and materials used before, during and after special events.
 2. Garbage/refuse and recycling pickup and disposal.
 3. Legal services related to event.
 4. Drafting of documents related to event.
 5. Administrative costs associated with service demands related to special events.
 6. Any other fees associated with service demands related to special events.
- (2) *Fees/deposit.*
- (a) *Fees.* Fees can only be charged upon prior notice to the petitioner who must sign an agreement to reimburse prior to initiating action. Prior to initiating any action, the department where petition is initiated shall secure the signed reimbursement agreement from petitioner and forward it to city clerk-treasurer.
- (b) *Deposit.* If reimbursement costs are estimated to be over \$250.00, a deposit in the estimated amount may be required by the city prior to initiating action. Petitioner shall pay for all costs that exceed deposit amount, and petitioner shall be reimbursed if deposit amount exceeds costs.
- (3) *Failure to pay fees.* If the fee is not paid within 30 days of the date of the mailing of the invoice, an additional administrative collection charge of ten percent of the total fee shall be added to the amount due, plus interest shall accrue thereon at the rate of 1.5 percent per month or fraction


thereof until paid. To the extent permitted by law, if the petitioner is the owner of the real estate for which the services are incurred, any delinquent fees shall be extended upon the current or the next tax roll as a special charge against the real estate premises for current services.

(Ord. No. 1040-0500, § 1, 5-16-00; Ord. No. 1088-0303, § 1, 3-4-03)

ATC Phase 1 Road Closure

August 24, 2020
to
January 31, 2021 +/-

Legend

 Public ROW Work Area

Parking Lane & Sidewalk Only
(Crew parking, equipment /
material staging)

Public ROW
Work Area

Sidewalk & Business Access Open

Drive & Parking Open

Full Closure,
including west-
sidewalk (Heavy
Equipment)

2 way traffic on S
2nd to Drive &
Parking Lot Only

Private Easement
Work Area

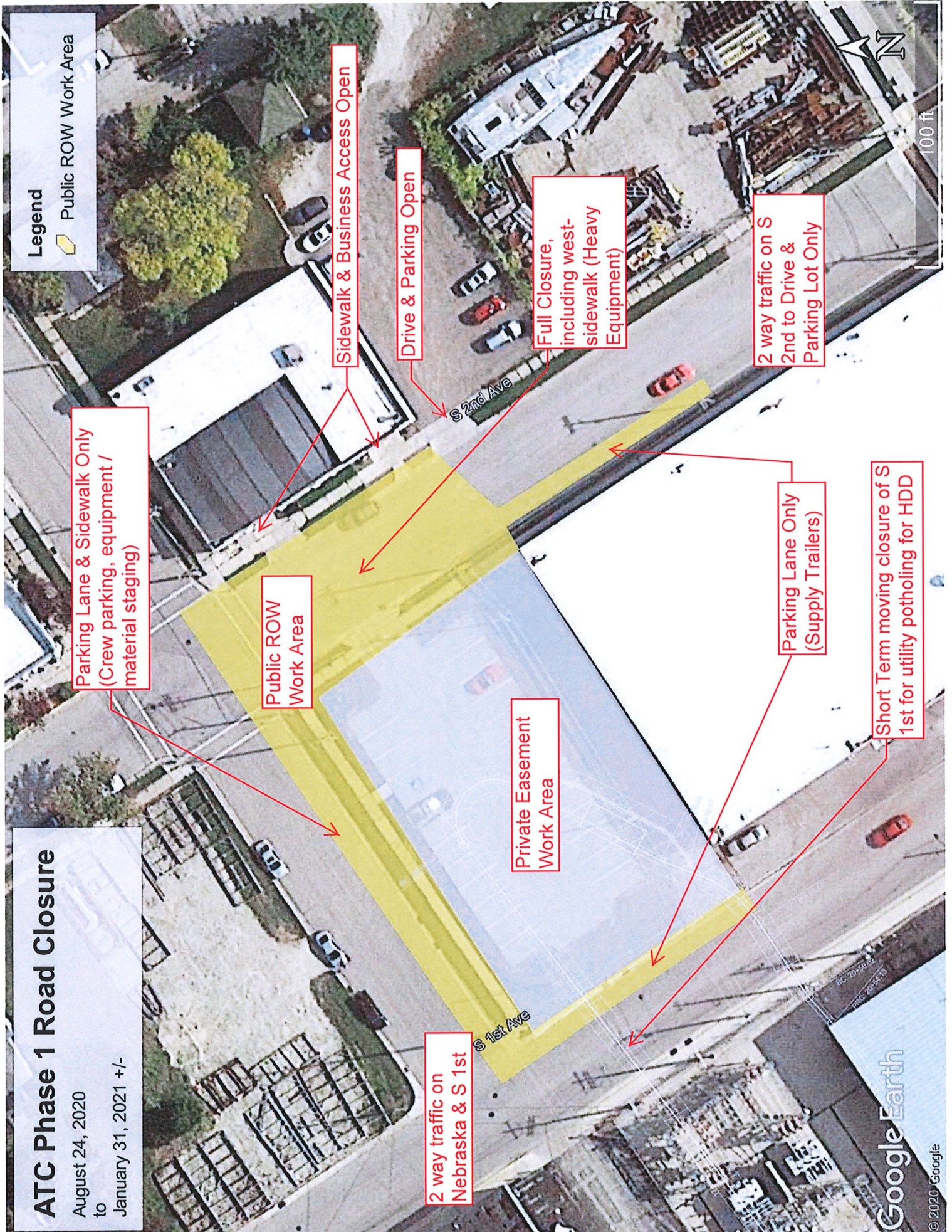
Parking Lane Only
(Supply Trailers)

Short Term moving closure of S
1st for utility potholing for HDD

2 way traffic on
Nebraska & S 1st

Google Earth

© 2020 Google





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ansay & Associates, LLC. 101 East Grand Ave. Suite #11 Port Washington WI 53074	CONTACT NAME: Courtney Stelter PHONE (A/C, No, Ext): 262-376-3195 FAX (A/C, No): 262-387-8011 E-MAIL ADDRESS: courtney.stelter@ansay.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Gabes Construction Co. Inc. 4804 N 40th Street Sheboygan WI 53083	INSURER A: Phoenix Insurance 25623	
	INSURER B: Travelers Indemnity Co 25658	
	INSURER C: Travelers Property Casualty Company of America 25674	
	INSURER D: The Charter Oak Fire Insurance Company 25615	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1624389211 **REVISION NUMBER:**

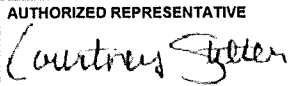
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	DT-CO-1R18735A-PHX-20	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		810-1R191823-20-26G	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP-1R336125-20-26	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 20,000,000* AGGREGATE \$ 20,000,000* \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB-1R209530-20-26E	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Leased/Rented Equipment Installation Floater		QT6N332228COF19 QT6N332228COF19	7/1/2020 7/1/2020	7/1/2021 7/1/2021	Any One Item 500,000 Any One Jobsite 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability Coverage:
 Carrier: Columbia Casualty Company (CNA)
 Policy Number: 6081412698
 Policy Term: 07/01/20 to 07/01/21
 Limits: \$5,000,000 Occurrence / \$5,000,000 Aggregate
 Deductible: \$25,000

Excess Umbrella Coverage:
 See Attached...

CERTIFICATE HOLDER City of Sturgeon Bay 421 Michigan St Sturgeon Bay WI 54235	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ADDITIONAL REMARKS SCHEDULE

AGENCY Ansay & Associates, LLC.		NAMED INSURED Gages Construction Co. Inc. 4804 N 40th Street Sheboygan WI 53083	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Carrier: Columbia Casualty Company (CNA)
 Policy Number: 6081412698
 Policy Term: 07/01/20 to 07/01/21
 Limits: \$10,000,000 Occurrence / \$10,000,000 Aggregate
 Retained Limit: \$0

Project: ATC T-46 Cable Replacement; S. 2nd Ave/ Nebraska St, Sturgeon Bay, WI

The City of Sturgeon Bay is Additional Insured with respect to General Liability when required by written contract, signed prior to loss. A Waiver of Subrogation applies with respect to Workers Compensation with respect to the aforementioned project when required by written contract.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend the Common Council approve the donation of \$7,274.03 from Adopt a Solder to purchase ballistic helmets and visors for law enforcement personnel.

Respectfully submitted,
COMMUNITY PROTECTION AND SERVICES COMMITTEE
By: Dan Williams, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: August 6, 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

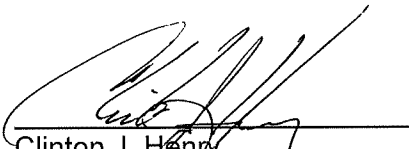
TITLE: Approval of Donation from Door County Adopt a Soldier

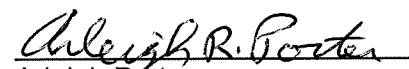
BACKGROUND: Sturgeon Bay Police Department was approached by Door County Adopt a Soldier to purchase ballistic helmets and visors for law enforcement personnel. Sturgeon Bay Police Department received a quote from Nelson Tactical for the needed equipment which totaled \$7,274.03. I am asking for approval of the donation to purchase the equipment. Please see attached documents outlining what is to be purchased along with quotes for the equipment.


FISCAL IMPACT: No fiscal impact. Purchase will be completely covered by the donation.

OPTIONS: Approve all, none, or a portion of the Donation.

RECOMMENDATIONS:
Recommend to accept donation and the purchase of equipment.

PREPARED BY:  8-11-20
Clinton J. Henry Date
Lieutenant Sturgeon Bay Police Department

REVIEWED BY:  8-11-20
Arleigh Porter Date
Chief Sturgeon Bay Police Department

REVIEWED BY:  8/11/20
Valerie Clarizio Date
Finance Director/City Treasurer

APPROVED BY:  8/11/20
Josh VanLieshout Date
City Administrator

Bill/Account Inquires:
Call: (920) 884-2580
Email: Katie@NelsonTactical.com

www.NelsonTactical.com

Phone: (920) 884-2580 • Fax: (920) 884-2581



QUOTE

NELSON TACTICAL

1317 Velp Ave • Green Bay, WI 54303

SALES PERSON	DATE	QUOTE #
N/A	August 11, 2020	986533

SOLD TO:

Sturgeon Bay Police
421 Michigan St
Sturgeon Bay, WI 54235

SHIP TO:

Sturgeon Bay Police
421 Michigan St
Sturgeon Bay, WI 54235

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
HELBLHTIMPVLB	Non Ballistic Visor (Light Impact), CAV-1E / Standard-Cut with Liquid Barrier	23	\$ 132.61	\$ 3,050.03
HELB3AMC	Busch Ballistic Helmet AMP-1E Level IIIA, MID CUT, Uni-Size, Black	8	\$ 528.00	\$ 4,224.00

Comments or Special Instructions

SUBTOTAL \$ 7,274.03

FREIGHT \$ -

TOTAL: \$ 7,274.03

Thank you for your business!

[1317 Velp Ave, Green Bay, WI 54303] [920-884-2580] [920-884-2581] [Katie@NelsonTactical.com]



DESTINATION
STURGEON BAY
DOOR COUNTY

Ensuring a first-class visitor experience, helping local businesses grow, and enhancing Sturgeon Bay's quality of life.

To the honorable City Council,

Destination Sturgeon Bay is requesting a Street Closure Permit extension for Under the Stars Night Market to include the following dates;

- September 12, 19, 26
- October 3, 10, 17

Kind Regards,

Carly Sarkis
Marketing & Events Director
Destination Sturgeon Bay
920.743.6246
carly@sturgeonbay.net

**CITY OF STURGEON BAY
STREET CLOSURE APPLICATION**

Name of Applicant: Destination Sturgeon Bay - Carly Sarkis
Name of Event: Sturgeon Bay Under the Stars Night Market
Contact Phone #: 920 743 6246
Date(s) of Event: July 11, 18, 25 Closure → 4pm-10pm
August 1, 8, 15, 22, 29 Time: Market → 5pm-9pm
Estimated # of Attendees: 100+
Specific Location: third avenue, Jefferson - Michigan
* see attached maps *

- Attach map of requested street closure area including barricades location, tent/booth location, or any street obstruction. The map must be in final form.
- Attach Certificate of Insurance with the City listed as ADDITIONAL INSURED. Limits as follows: Commercial General Liability - \$1,000,000 each occurrence limit; Fire Damage Limit - \$50,000 any one fire; Medical Expense Limit - \$5,000 any one person; and Workers Compensation - As required by the State of Wisconsin.
- Temporary Beer and/or Wine license has been applied for, approximately four weeks prior to the event date, by a qualified organization and fee paid. (If applicable.)
- Hold Harmless Agreement has been signed of Officer(s) of Event/Organization.
- Agreement for Reimbursement of Expenses has been signed by Officer(s) of Event/Organization.
- If tents larger than 20 x 20 are used, must agree to contact the Fire Department for inspection, prior to event.

What arrangements are made for clean up? contract w/ city

Other comments or explanation: see attached notes 2 maps

Signature of Responsible Party: [Signature]

Address: 365 Third Ave, Sturgeon Bay WI

Date Submitted: June 25, 2020

(Street Closure applications may not be submitted/approved more than 90 days in advance of event date.)

Approval:	Fire Chief:	<u>[Signature]</u>	Date:	<u>6-30-20</u>	<u>NO road sign 80</u>
	Police Chief:	<u>[Signature]</u>	Date:	<u>6-30-20</u>	
	Comm. Dev:	<u>[Signature]</u>	Date:	<u>7-1-2020</u>	
	Streets/Parks:	<u>[Signature]</u>	Date:	<u>6/30/20</u>	
	City Clerk:	_____	Date:	_____	
	Finance Dir:	_____	Date:	_____	
	City Engineer:	<u>[Signature]</u>	Date:	<u>6-30-20</u>	
	City Admin:	<u>[Signature]</u>	Date:	<u>6/30/20</u>	

Common Council Approval Date: 07-07-2020

Copy of Approved Street Closure Application sent to EMS Director.

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The undersigned certifies that he or she is a duly authorized agent of DSB, and is duly empowered and authorized to execute this hold harmless and indemnification agreement on behalf of the above referenced party.

The undersigned in consideration of being allowed to use City property to EVENT, which shall encroach in the public right-of-way adjacent to property located at third avenue, do hereby release, acquit, and forever discharge the City of Sturgeon Bay, its officers, agents, and employees (hereinafter known as City), from any and all actions, causes of action, claims, demands, costs, expenses and compensation related to property damages, personal injury or death arising out of any accident or occurrence while maintaining said encroachment in the public right-of-way. The undersigned further agrees to hold harmless and defend the City from any claims or actions arising from said EVENT as an encroachment in the public right-of-way.

The undersigned agrees that as a condition of the City approving the use as an encroachment in the public right-of-way, it will maintain usage, and continue to provide a minimum of six foot unobstructed area for public use and passage in said public right-of-way.

Dated this 25 day of June, 2020.

By: Dorothy J. Pule, Executive Director

By: Carly Burkis
Marketing & Events Director

**CITY OF STURGEON BAY
AGREEMENT FOR REIMBURSEMENT OF EXPENSES**

WHEREAS the City of Sturgeon Bay has created Section 3.035 of the Municipal Code authorizing the City Clerk - Treasurer to charge for reimbursement of legal, consulting, incidental, and special events expenses incurred on behalf of and/or for the benefit of third parties for services rendered by the City of Sturgeon Bay;

AND WHEREAS the undersigned has requested services and/or authorizations of the City of Sturgeon Bay which will result in the necessity to incur legal, consulting, incidental, or special event expenses on behalf of the undersigned or in consideration of the request submitted by the undersigned;

NOW, THEREFORE, IT IS AGREED that the undersigned will reimburse the City of Sturgeon Bay by providing payment to the City Clerk - Treasurer within fourteen (14) days of receiving an invoice, for all legal, consulting, incidental, and special event expenses incurred by the City of Sturgeon Bay for the benefit of the undersigned or for the consideration of the request submitted by the undersigned. These expenses are likely to include the following: Planning and engineering review, legal review and document preparation, recording, publication, special events, and miscellaneous expenses.

This Agreement must be signed prior to the initiation of any action by the City of Sturgeon Bay.

Dated: June 25, 2020

Daniel J. Dile, Executive Director

Dated: June 25, 2020

Calcepekis
Marketing/Events Director

Company Name (if applicable): Sturgeon Bay Visitor's Convention Bureau

Billing Address: 369. 3rd Avenue, Sturgeon Bay WI Inc

Telephone: 920 713 6240

3.035 - Reimbursement of expenses.

- (1) *[Authorization to charge for reimbursement.]* The city clerk-treasurer is authorized to charge for reimbursement of expenses incurred on behalf of and for the benefit of third parties for services rendered by the city. These reimbursable expenses include, but are not limited to:
- (a) *Legal, consulting, and incidental expenses.* Any expenses associated with service demands related to legal, consulting, and incidental services. These expenses include but are not limited to:
1. Mortgages and related documentation prepared by the city attorney for property transactions.
 2. Drafting and recording of documents for street vacation not initiated by the city.
 3. Drafting of ordinances related to zoning.
 4. Costs associated with annexations.
 5. Recording fees for planned unit developments and related zoning and subdivision actions.
 6. Legal publication, hearing notices, and postage.
 7. Engineering, planning, financial, and related consultants' reviews, studies, and inspections.
 8. Any other fees associated with service demands by third parties not specifically related to general governmental services.
- (b) *Special events expenses.* Any expenses associated with service demands related to special events. These expenses include but are not limited to:
1. Labor, equipment, and materials used before, during and after special events.
 2. Garbage/refuse and recycling pickup and disposal.
 3. Legal services related to event.
 4. Drafting of documents related to event.
 5. Administrative costs associated with service demands related to special events.
 6. Any other fees associated with service demands related to special events.
- (2) *Fees/deposit.*
- (a) *Fees.* Fees can only be charged upon prior notice to the petitioner who must sign an agreement to reimburse prior to initiating action. Prior to initiating any action, the department where petition is initiated shall secure the signed reimbursement agreement from petitioner and forward it to city clerk-treasurer.
- (b) *Deposit.* If reimbursement costs are estimated to be over \$250.00, a deposit in the estimated amount may be required by the city prior to initiating action. Petitioner shall pay for all costs that exceed deposit amount, and petitioner shall be reimbursed if deposit amount exceeds costs.
- (3) *Failure to pay fees.* If the fee is not paid within 30 days of the date of the mailing of the invoice, an additional administrative collection charge of ten percent of the total fee shall be added to the amount due, plus interest shall accrue thereon at the rate of 1.5 percent per month or fraction

thereof until paid. To the extent permitted by law, if the petitioner is the owner of the real estate for which the services are incurred, any delinquent fees shall be extended upon the current or the next tax roll as a special charge against the real estate premises for current services.

(Ord. No. 1040-0500, § 1, 5-16-00; Ord. No. 1088-0303, § 1, 3-4-03)



DESTINATION STURGEON BAY DOOR COUNTY

Ensuring a first-class visitor experience, helping local businesses grow, and enhancing Sturgeon Bay's quality of life.

To the Honorable City Council,

Attached to this letter, you will find an updated street closure application for **Sturgeon Bay Under the Stars**. This activity will be Sturgeon Bay's own, unique **Night Market**. I know there are many questions and concerns regarding this new activity, so I've laid out all logistics below.


Closure

The closure will be every Saturday from July 11- August 29 from 4pm – 10pm with the market running from 5pm – 9pm. The hour before and after the market accounts for setup and tear down timing for the businesses. Third Avenue will be closed from Jefferson Street to Michigan Street with cross streets Louisiana and Kentucky open to traffic. Detour Left and Road Closed Ahead signage will be placed at 4th Avenue and Jefferson Street.

Parking

City parking lots will be available for patrons attending the market, dining on Third Avenue, and/or shopping on Third Avenue.

Friday afternoons, Destination Sturgeon Bay staff will place 'No Parking' signage (see attached copy).

In addition, laminated cards will be given out to the businesses on Third Avenue for them to place at their checkout, bar tops, and/or Airbnbs for patrons to be notified of the road closure and to move their vehicle off the road between 4pm – 4:30pm. Destination Sturgeon Bay staff and volunteers will assist with car removal. Destination Sturgeon Bay will utilize all marketing sources (radio, print, social media) to notify the public about the change in traffic pattern and the parking restrictions. ~~We are also requesting to use the Fire Department digital sign, when available, to be placed at the corner of 2nd Avenue and Michigan Street. The digital sign will read "NO PARKING 3RD AVE, SAT 7/11, 4P-10P".~~ 

Labor

Destination Sturgeon Bay will provide staff and volunteers to assist in the road closure (placing barricades), the removal of cars off the road, etc. We ask that the City Parks Department place barricades on Friday afternoon along with additional trash and recycling bins for staff and volunteers to place.

Vendors

All Third Avenue businesses will have the opportunity to bring out product or tables for seating out onto the sidewalk and street. Any additional storefront not being used will be available for Sturgeon Bay businesses to use at no cost (ex. Associated Bank). **Vendors and businesses cannot place products and/or tables any further out than the parking space outside of their designated area. This allows for a large fire lane to use if needed as well as space for patrons to practice social distancing.**

Destination Sturgeon Bay

36 S. 3rd Avenue • Sturgeon Bay, WI 54235 • (920) 743-6246
vacation@sturgeonbay.net • sturgeonbay.net

COVID-19 Guidelines

Destination Sturgeon Bay will be complying to all Outdoor Gatherings guidelines produced by WEDC. Vendors and businesses will be spaced out 10+ft apart from one another. In addition, signage will be placed at each cross street reminding patrons to practice social distancing, sanitize often, and wear a face covering. Vendors and businesses are encouraged to have sanitizer and mobile payment available. We will also encourage one direct flow of pedestrian traffic on each side of the street with multiple points of exit and entry per WEDC guidelines.

Community Support

Most all businesses have been contacted and asked about participation. Restaurants, brewery, and bars will be open to guests for indoor/outdoor/carry-out dining. Retail businesses that are selecting to be open are extending hours most frequently between 7 and 8 pm for this Saturday evening activity only.

Future of Sturgeon Bay Under the Stars

Sturgeon Bay Under the Stars, Sturgeon Bay's first night market, has a bright future and potential to grow in the coming years. As an organization, we have agreed to produce the markets for the months of July and August. We will reassess after the first three weeks and meet with business owners to determine the future of the market. The goal of this activity is to bring additional traffic to Sturgeon Bay businesses in a safe way. If the market does not increase business and/or disrupt business, we will not continue.

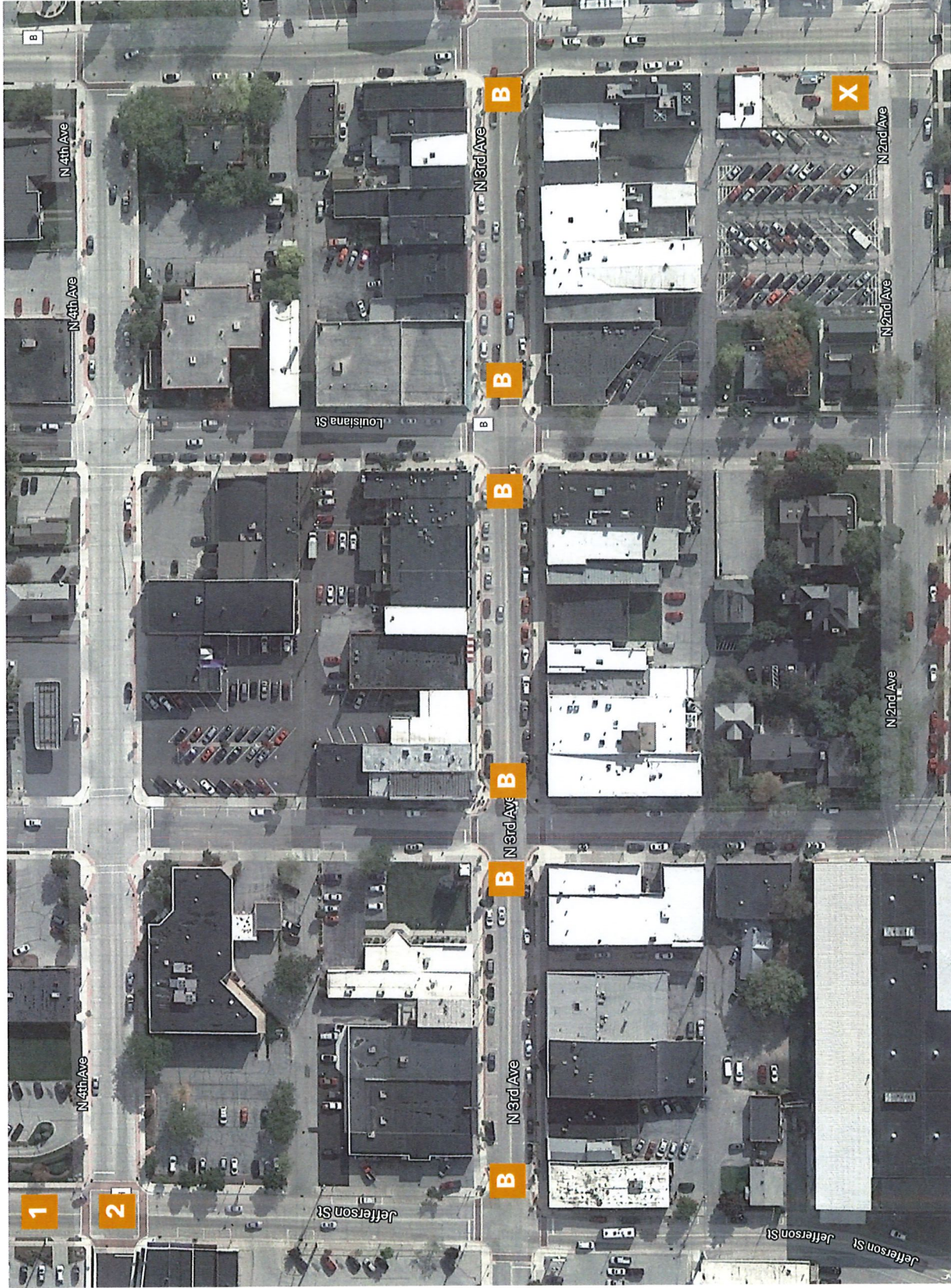
The market is strictly for the benefit of local, Sturgeon Bay businesses.

If you have any additional questions, please don't hesitate to reach out to me via phone or email.

Best,

Carly Sarkis
Marketing & Events Director

Sturgeon Bay Under the Stars Night Market Road Closure



- 1. Road Closed Ahead
- 2. Detour Left
- B. Barricades
- X. Large Digital Sign Reading "NO PARKING, 3RD AVENUE, SAT 7/11 4P-10P"



DESTINATION
STURGEON BAY
DOOR COUNTY

Ensuring a first-class visitor experience, helping local businesses grow, and enhancing Sturgeon Bay's quality of life.

Sturgeon Bay Under the Stars Night Market COVID - 19 Guidelines

To ensure a safe atmosphere, we ask all business owners, vendors, and outside business members to adhere to the following guidelines;

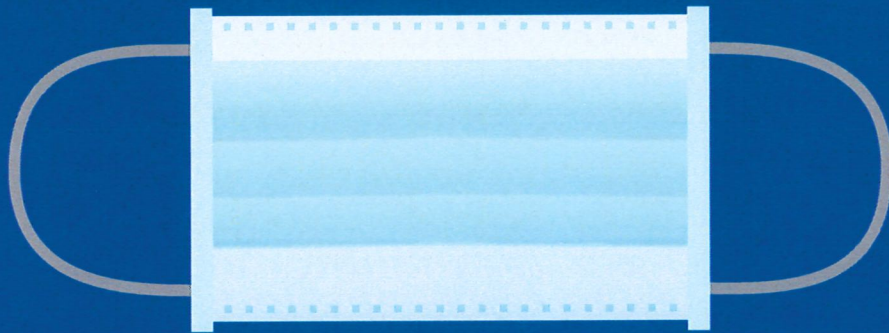
- All vendors/business employees must wear a mask. NO EXCEPTION
- All outside vendors & businesses must provide sanitizer at their booth space
- All outside vendors & businesses must have their temperature taken at time of registration prior to every market. Any vendor or outside business member with a fever over 100.4 degrees, will be asked to leave immediately
- All vendors, business owners, and outside businesses will be given a cleaning checklist to ensure proper sanitation throughout the market
- Reusable bags will not be allowed at the market
- Produce vendors must handle all products themselves. Customers will not be allowed to touch products
- Sanitizing stations will be available at each intersection
- All outside vendors must adhere to the DATCP Market Guidelines attached

Please visit the following links for more information on COVID-19;

- <https://www.co.door.wi.gov/679/Covid-19-General-Information>
- <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- <https://www.dhs.wisconsin.gov/covid-19/index.htm>

We are currently following all CDC, WEDC, DATCP, and County COVID-19 Guidelines. If you have any questions regarding the guidelines presented above or attached, please email carly@sturgeonbay.net or call 920.495.6246.

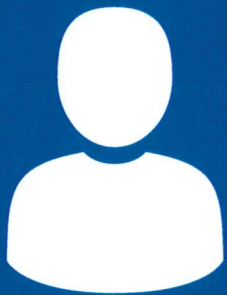
**PLEASE WEAR A
MASK**



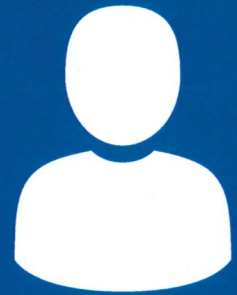
WE APPRECIATE YOUR BUSINESS!

STURGEON BAY
DOOR COUNTY

**PLEASE PRACTICE
SOCIAL DISTANCING**



6 FEET



WE APPRECIATE YOUR BUSINESS!

STURGEON BAY
DOOR COUNTY

- Support
- Indifferent, but willing to support
- Against
- Not open/not affected

Sturgeon Bay Under the Stars Night
Market: Community Response

MICHIGAN AVENUE

Parson's Tax Office		Will participate, supportive of the closure	The Pearl
Door County Candy	Will participate, supportive of the closure	Will participate, supportive of the closure, open until 6pm?	Dancing Bear
Within Things	Emailed for support, no response		Coldwell Banker
Vacant			Root Bistro
Joe's Barber Shop		Supportive of closure, will not remain open late	DC Music
AMO Art Gallery	Supportive of closure, might stay open until 6pm	Reclaimed: Support closure and might stay open late/ come out onto street	Shorewest
Novel Bay Books	Have concerns regarding trash and excessive drinking but willing to try		Park Place Mall
Draeb's Jewelers	Supportive of closure, might stay open until late	Other Worlds: Have concerns regarding trash and excessive drinking will not stay open late but supportive	Associated Bank
Marketplace by Bliss			

LOUISIANA STREET

Cedar Crossing	Very supportive, will utilize sidewalk/street space	Called for support, no response	Corner Cafe
Wilkins & Olander	Very supportive, will utilize sidewalk/street space	Will support road closure, wants to put tables on road but lacking staff	Dal Santos
Crate	Very supportive, will utilize sidewalk/street space	Will support but will not stay open	Peninsula Jeweler
Door Co. Confectionery		Will support road closure, wants to stay open late but lacking staff	The Brick Alley
Invidia	Supportive of street closure, will not stay open late	Very supportive, will utilize sidewalk/street space	Cornucopia
Kick Coffee	Supportive of road closure, will not remain open late	Very supportive, will utilize sidewalk/street space	Door Co Traders
Barn Door Quilts	Will not be open, has strong concerns regarding excessive drinking and safety of children	Supportive of closure will utilize sidewalk/street space	Starboard Brewery
Shirts N Bay & More		Has strong concerns regarding parking but willing to support for July	Hallmark
Poh's	Called for support, no response	Supportive of road closure, will not remain open late	DC Eye Associates

KENTUCKY STREET

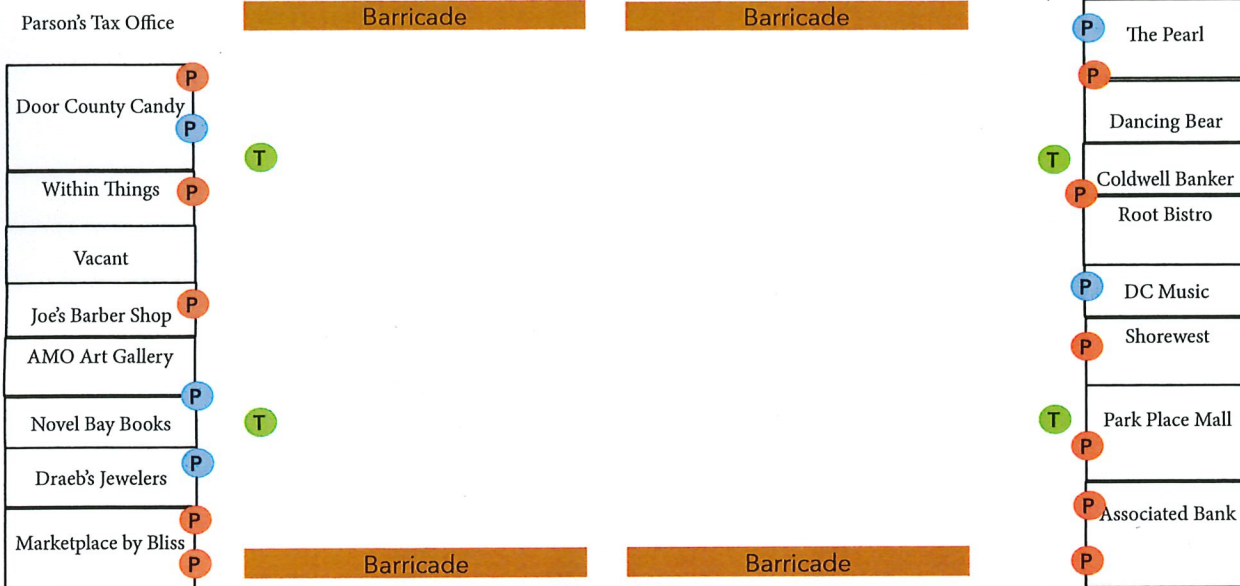
Community Foundation Square		Support road closure, unsure if they can remain open late due to staffing, requesting PRIVATE PROPERTY on barricade by "alley"	Artists Guild
DC Community Foundation	Supportive of road closure	Very supportive, not sure if she can/will open	PRIVATE
TAP Office	Supportive of road closure, unsure if they will/can do anything	Supportive of road closure, unsure if they will/can do anything	SWY
Door County Hardware	Concerned about parking & trash, but willing to support. Won't remain open late	Supportive of road closure, unsure if they will/can do anything	TAP
		Very supportive, will utilize sidewalk/street space	Brick Lot Pub & Grill
		Supportive of road closure, will not remain open late	Fanci Nails
		Very supportive, will utilize sidewalk/street space	On Deck Clothing

JEFFERSON STREET

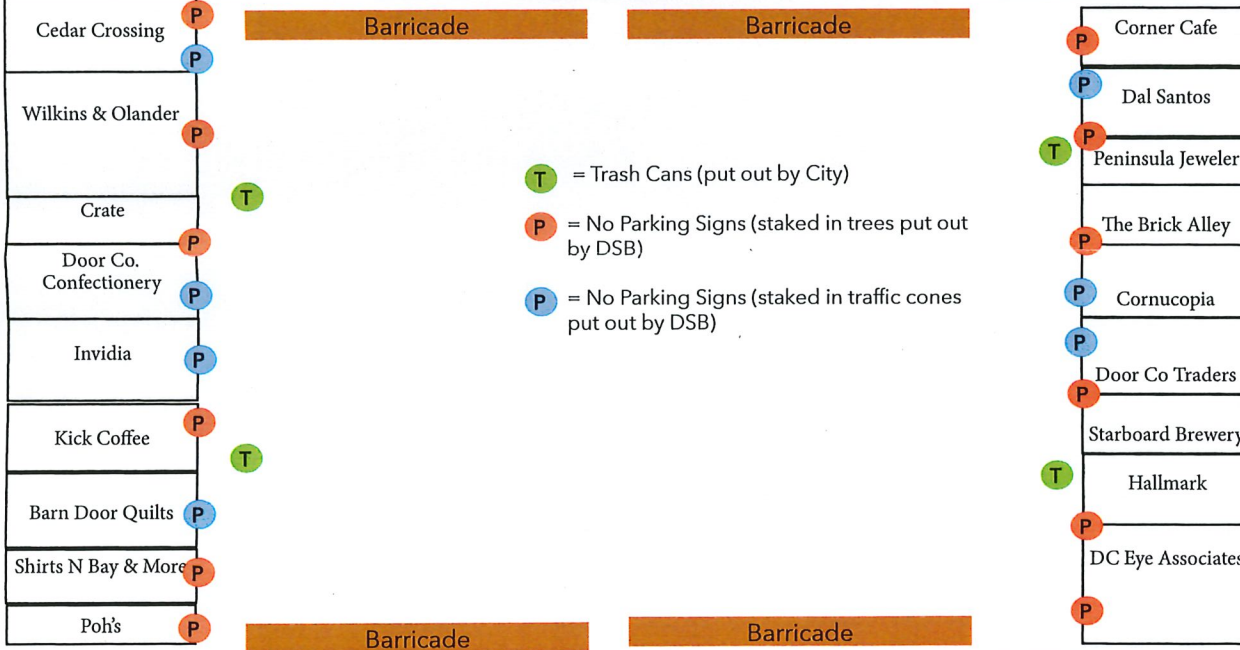
Sturgeon Bay Under the Stars Night Market Map (City Map)

*Map not drawn to scale

MICHIGAN AVENUE

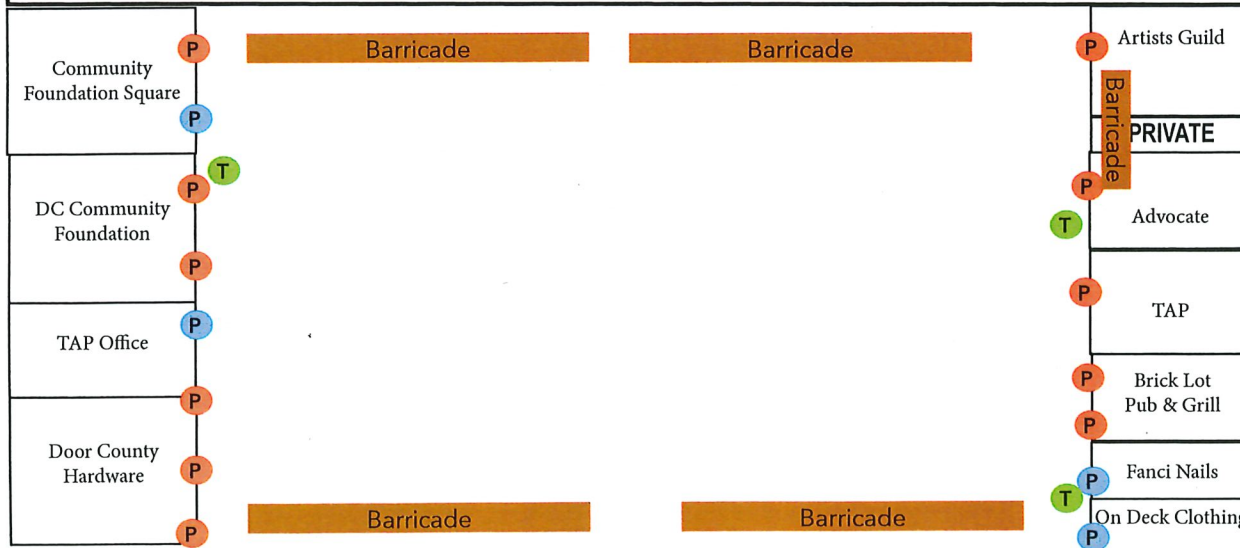


LOUISIANA STREET



- T = Trash Cans (put out by City)
- P = No Parking Signs (staked in trees put out by DSB)
- P = No Parking Signs (staked in traffic cones put out by DSB)

KENTUCKY STREET



JEFFERSON STREET

NO PARKING

SAT 7/11

4PM - 10PM

PER APPROVAL FROM CITY OF STURGEON BAY

QUESTIONS? CALL 920.743.6246



STURGEON BAY

TRAVEL

NO PARKING
SAT 7/11
4PM - 10PM
PER APPROVAL FROM CITY OF STURGEON BAY
QUESTIONS? CALL 920.743.6246

NEENAH FOUNDRY CO.



**NO PARKING
SAT 7/11
4PM - 10PM**

PER APPROVAL FROM CITY OF STURGEON BAY
QUESTIONS? CALL 920.743.6246

EXAMPLE



Madison Police Department
Parking Enforcement
Phone: (608) 266-4622
www.cityofmadison.com/police



City of Madison Parking Utility
Madison Municipal Building
215 Martin Luther King Jr Blvd
Madison, WI 53703
Phone: (608) 266-4761
www.cityofmadison.com/parking-utility

Posting for Temporary Parking Restrictions

Instructions

1. Partial & full block postings: signs every 50-60 feet.
Single address postings: signs at the boundaries of your property.
2. Signs **must** be 3-4 feet off the ground, facing oncoming traffic, and perpendicular to the street.
3. Signs should be placed within 3 feet of the curb.
4. **Call (608) 266-4622** (Monday - Friday before 3pm) for signs to be checked.
Signs must be approved 48 hours in advance before enforcement can be taken.
5. Changes to your No Parking signs (dates) **must be updated through Parking Utility** and the signs will need to be rechecked.
6. You are responsible for removing your temporary posting signs and uncovering any signs that were covered.



Things to Remember

1. Signs may not be attached to trees or electrical poles & cannot be blocked by trees, bushes, poles, etc.
2. **Signs must be securely fastened** to the stake & secure in the ground.

Who to Call for Enforcement

If a vehicle is parked in your approved posted area, **contact dispatch at (608) 266-4275.**



ORDINANCE NO. _____

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

SECTION 1: Section 28.04 of the Municipal Code (Historic Preservation Code) is hereby repealed and recreated as follows:

28.04 - Historic preservation commission created; membership; meetings.

- (1) An historic preservation commission is hereby created, initially to consist of seven members, all of whom shall be residents of the city.
- (2) The mayor shall appoint all members of the commission, subject to confirmation by the city council. The commission shall include one member of the city council and six citizen members, with one being an employee of the Door County Historical Museum. If available, the following individuals shall be considered: a registered architect, an historian or architectural historian, a licensed real estate agent and an archeologist.
- (3) Of the initial members so appointed, two shall serve a term of one year, two shall serve a term of two years and three shall serve a term of three years. Thereafter, the term for each member shall be three years.
- (4) One additional member representing each historic preservation district shall be appointed to the commission by the mayor, subject to confirmation by the city council, for a term of three years as such districts are designated by the city council. This representative shall be a city resident and shall reside and/or own property within the geographic boundary of the district.
- (5) All members of the commission shall be eligible for reappointment by the mayor, subject to confirmation by the city council.
- (6) The clerk-treasurer shall give each member written notice of their appointment and shall administer the official oath to citizen members required by § 19.01, Wis. Stats. The commission shall elect a chairman, ~~and~~ a vice-chairman ~~and a secretary~~. The commission shall make and file in the office of the clerk-treasurer its own rules of procedure consistent with this chapter and the Wisconsin Statutes and subject to approval by the city council.
- (7) In accordance with applicable state and local law, all meetings of the commission shall be open to the public and any person shall be entitled to appear and be heard on any matter before the commission before it reaches its decisions. The commission shall keep a record of its resolutions, proceedings and actions and a copy shall be filed with the city clerk-treasurer.

SECTION 2: This ordinance shall take effect on the day after its publication.

Approved:

Attest:

David Ward
Mayor

Stephanie L. Reinhardt
City Clerk

RESOLUTION**RESOLUTION: FISHING LEAUGE WORLDWIDE EVENT AUGUST 24 TO 29, 2020**

WHEREAS, On January 31, 2020 the United States Department of Health and Human Services declared a Public Health Emergency, on March 11, 2020, the World Health Organization declared COVID-19 a pandemic, and on March 12, 2020 the Governor of the State of Wisconsin declared a Health Emergency in the State pursuant to Wisconsin statute section 323.02(16); and

WHEREAS, on March 19, 2020 the City of Sturgeon Bay Common Council approved a resolution declaring an emergency as a demonstration to the public of the seriousness of the COVID-19 outbreak; and

WHEREAS, businesses and persons employed in the lodging, food and beverage industry have been especially impacted by the loss of economic opportunities due to the public health crisis; recent lodging tax collection rates, show a thirty percent decrease in lodging sales from January 2020 to April 2020 from same period in 2019; and

WHEREAS, opportunities to assist and support the lodging, food and beverage need to be pursued in order to continue to generate sufficient revenues to support community marketing programs, municipal investment in tourism related infrastructure and service sector jobs; and

WHEREAS, Fishing League Worldwide is planning to bring their contest to Sturgeon Bay from August 24 to 29, and offers an opportunity to realize a substantial boost to lodging, food and beverage industry; and

WHEREAS, Fishing League Worldwide contest format has minimal contact between contestants and the public by being a CPR (Catch, Photograph and Release) tournament, with results reported by cellular internet service, and no centralized festival; and,

WHEREAS, Fishing League Worldwide broadcasts and rebroadcasts to a national audience, where anglers and interested persons of all types can learn about the great sport fishing destination that is Sturgeon Bay and Door County, and the residual value of reinforcing Sturgeon Bay as a top sport fishing destination has immeasurable residual value; and

WHEREAS, a 2015 economic impact study from the University of Wisconsin, LaCrosse found bass tournament anglers on average spend \$555 in lodging, food, fuel and other expenses; and

WHEREAS, hosting the Fishing League Worldwide tournament will not require significant support from the City, and the City has had a simple request to waive launch pass fees, an unrealized revenue with no cost to the City; and

WHEREAS, Sawyer Park ramp and fish cleaning facility will be open to leisure boaters, sport fishers and the public throughout the contest period,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor with the advice and concurrence of the Council President of the City of Sturgeon Bay; that the City of Sturgeon Bay hereby waives launch passes for competitors and event staff working on and participating in the 2020 Fishing League Worldwide tournament to be held at Sawyer Park from August 24 to 29, 2020.

Approved this ____ day of _____, 20.

Attest: _____



Josh Van Lieshout
City Administrator

421 Michigan Street ▪ Sturgeon Bay, WI 54235
Phone: 920-746-2900 ▪ Fax: 920-746-2905
jvanlieshout@sturgeonbaywi.org ▪ www.sturgeonbaywi.org

MEMORANDUM

To: Common Council

From: Josh Van Lieshout

Date: July 31, 2020

Re: Fishing League Worldwide (FLW)

Background

As the COVID-19 public health crisis continues to disrupt many aspects of life in Sturgeon Bay and the world, there are some opportunities. Earlier this year we learned two major fishing tournaments with a national presence were forced to alter plans and change locations. The organizers and coordinators of these tournaments had previously worked on the BASS Elite tournament held in Sturgeon Bay in 2015, and not surprisingly really liked and enjoyed their experience in Sturgeon Bay.

Typically hosting a national tournament comes with a steep fee, however this time, like the MLF tournament held in July, the organizers are not asking for event hosting fees or really any special considerations, with the exception of use of the south lot at Sawyer Park and waiving of launch fees.

The recently completed MLF tournament went off very well, seems to have been well received by the public and reinforces the fact that Sturgeon Bay and Door County is a top tier bass fishing destination.

Discussion

The FLW tournament will be done in a similar format as the Major League Fishing Tournament held earlier this summer, featuring live broadcasts and the catch, weigh, release format. Like the MLF, this will feature 50 anglers as well, fishing in two groups over multiple days.

The site will be at Sawyer Park, making use of the ramp and south parking lot. The north lot, fish cleaning station, restrooms and ramp will continue to be open to the public.

Recommendation

Given the national exposure, significant community income in the form of lodging, dining, and entertainment, and no fiscal impact to the city, a draft resolution waiving launch pass fees for the upcoming FLW tournament at Sawyer Park is attached for your consideration. This resolution is similar to the previous resolution approved for the Major League Fishing (MFL) tournament held in July.

EXECUTIVE SUMMARY

DATE: August 13, 2020

TITLE: Award of Contract for Project 2004 – 2020 West Waterfront Promenade

BACKGROUND: On August 11, 2020 the bid opening was conducted for Project 2004 – 2020 West Waterfront Promenade. In accordance with the City of Sturgeon Bay Purchasing & Property Accountability Policy, specifications were prepared and competitive sealed bidding was used to obtain pricing. Seven bids were received for the project and the overall results are summarized below:

\$1,384,552.00 - Peters Concrete Company
\$1,448,669.00 – Vinton Construction Company
\$1,557,190.69 – De Groot Inc.
\$1,619,625.75 – Janke General Contractors
\$1,699,335.40 – Advance Construction Inc.
\$1,810,909.13 – Oscar Boldt Construction
\$1,885,310.50 – Howard Immel Inc.

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.

Several alternate bids (options) were also requested as part of the bidding documents. However, none of the options are recommended to be accepted for the following reasons:

Alternate 1 – Add \$50,343 to construct the central walkway. That portion of the project cannot be completed until the foundation for the grain elevator addition is completed. It is still unclear if that project will be completed in time for the walkway to be done. Therefore, this work should not be accepted at this time. This option could still be accepted at a later date as the timing of construction becomes clearer.

Alternate 2 - \$2,500 reduction to extend the completion date to July 15th. The small savings does not warrant the month delay in the completion.

Alternate 3 - \$21,700 reduction to not complete the asphalt access driveway. This should be kept in the project at this time as it appears that the City cannot do this cheaper outside of the contract.

Alternate 4 – Add \$18,750 to design the foundation for the marine bollards by others. This is more expensive than having Cedar Corp design the bollard foundations so it should not be accepted.

Alternate 5 - \$14,000 reduction to have the trees provided and installed by the City's tree usual supplier (Salzscheider Landscape). The savings is less than \$200 and not worth the additional coordination to have a second contractor working on the site.

The required Notice of Intent (NOI) to start construction and the revised environmental remediation plan have been sent to the Wisconsin DNR for approval. Those approvals are still pending. Therefore, the contract, if awarded, should be conditioned upon the DNR approval.

FISCAL IMPACT: The 2020 TID #4 Capital Budget has enough money to complete this project. Some of the expenses will be paid by others. This includes Sturgeon Bay Utilities paying the portion related to sanitary sewer abandonment and one hydrant removal; Sturgeon Bay Historical Society paying for a fire protection lateral for the granary; the Maritime Museum paying for replacement of an electrical pedestal and various landscaping and incidentals; and Sarter Marine Towing paying for various mooring improvements by adding

the costs to their lease payments. The exact breakdown of costs needs to be verified by checking quantities, but it is estimated that about \$135,000 of the contract will be paid by others, leaving an impact of approximately \$1,250,000.

In addition, up to \$447,841 from approved Stewardship grants can be applied to offset charges to TID #4. The final amount will be based upon not more than 50% of the portion of the costs that are eligible for grant funding. Potentially, up to \$249,960 from a Harbor Assistance Program Grant can also reduce the fiscal impact. The grant application was submitted and is awaiting review by the Wisconsin DOT. The City is also investigating other funding sources to further defray the cost.

RECOMMENDATION: Award the Contract for Project 2004 – 2020 West Waterfront Promenade to Peters Concrete Company with unit pricing amounts totaling an estimated cost of \$1,384,552.00, subject to Wisconsin DNR approval of the NOI and environmental remediation plan.

SUBMITTED BY: / s /
Chad Shefchik
City Engineer

8/13/20
Date

REVIEWED BY: Marty Olejniczak
Marty Olejniczak
Community Develop. Director

8-13-2020
Date

REVIEWED BY: Josh VanLieshout
Josh VanLieshout
City Administrator

8/13/20
Date

STANDARD FORM OF
BID ANALYSIS

WHEREAS the City Sturgeon Bay (hereinafter referred to as the OWNER) has received bids on the 11th day of August 11, 2020 for the 2020 West Waterfront Promenade, Contract 2004, (hereinafter referred to as the Project); and

WHEREAS Cedar Corporation (hereinafter referred to as ENGINEER) has been retained by the OWNER to prepare bid tabulations, analyze bid results, and consult with the OWNER on the award of contracts.

The ENGINEER hereby consults as follows:

1. Bids were received from 7 bidders. Bids ranged from a low of \$1,384,552.00 to a high of \$1,885,421.23. A summary of the bid tabulation is attached.
2. Based upon ENGINEER's analysis of the bids received on the above PROJECT the responsive low bidder is:

Triple P. Inc. dba Peters Concrete Co.
1516 Atkinson
Green Bay, WI 54303

Bid Amount: \$1,384,552.00

The contract has several Alternates, they are as follows:

Alternate No. 1 – Improvements on Central Walkway (STA 11+54 TO STA 12+75):	\$50,343.00
Alternate No. 2 – Extended Completion Date to July 15, 2021:	(\$2,500.00)
Alternate No. 3 – Deduct Asphalt Pavement – Access Drive:	(\$21,700.00)
Alternate No. 4 – Marine Bollard – Design by others:	\$18,750.00
Alternate No. 5 – Remove Trees – To be provided and planted by others:	(\$14,000.00)

3. It is understood that by this analysis, that the ENGINEER does not guarantee the Contractor's performance which is covered by the Contractor's bond, but it is a statement by the ENGINEER that the ENGINEER has no information which would lead the ENGINEER to believe that the Contractor does not have the necessary equipment and personnel to complete the PROJECT in compliance with the drawings and specifications within reasonable tolerances generally accepted in the trade.
4. It is further understood that this analysis is not a representation that the ENGINEER has reviewed the proposal for possible legal irregularities which should be a function of the OWNER'S legal counsel, and at the option of the OWNER.
5. It is further understood that in the event that OWNER feels that the Contract should be awarded on some basis other than price, the OWNER should defer further action on this PROJECT until a thorough legal review can be made by OWNER'S legal counsel.

Cedar Corporation

Submitted by: Thad M. Majkowski, P.E.

Date: August 12, 2020



BID TABULATION
 2020 WEST WATERFRONT PROMENADE
 CONTRACT 2004
 CITY OF SURGEON BAY
 DOOR COUNTY, WI

BID DATE - August 11, 2020

PROJECT NAME:		2020 West Waterfront Promenade									
PROJECT NO:		Contract 2004									
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
SCHEDULE A - STORM SEWER:											
A-1	ABANDON PIPE, MANHOLE, INLET AND CATCH BASIN	L.S.	1	\$7,800.00	\$7,800.00	\$4,700.00	\$4,700.00	\$4,545.00	\$4,545.00	\$15,000.00	\$15,000.00
A-2	DIG DOWN TO LOCATE STORM SEWER AT OVERLOOK	EA.	1	\$1,000.00	\$1,000.00	\$1,350.00	\$1,350.00	\$3,535.00	\$3,535.00	\$6,200.00	\$6,200.00
A-3	SELECT GRANULAR BACKFILL	C.Y.	200	\$28.00	\$5,600.00	\$39.00	\$7,800.00	\$25.25	\$5,050.00	\$56.00	\$11,200.00
A-4	PIPE FOUNDATION, AS ORDERED	C.Y.	10	\$30.00	\$300.00	\$32.00	\$320.00	\$25.25	\$252.50	\$560.00	\$5,600.00
A-5	PVC YARD DRAIN	EA.	4	\$1,500.00	\$6,000.00	\$2,200.00	\$8,800.00	\$1,822.14	\$7,288.56	\$3,000.00	\$12,000.00
A-6	STORM SEWER, 8" PVC	L.F.	120	\$52.95	\$6,354.00	\$68.70	\$8,244.00	\$69.49	\$8,338.80	\$59.00	\$7,080.00
A-7	STORM SEWER, 12" PVC	L.F.	135	\$71.80	\$9,693.00	\$73.50	\$9,922.50	\$152.75	\$20,621.25	\$71.00	\$9,585.00
A-8	STORM SEWER, 24" RCP	L.F.	105	\$236.00	\$24,780.00	\$320.00	\$33,600.00	\$163.33	\$17,149.65	\$94.00	\$9,870.00
A-9	PVC BRANCH, 12"X8"	EA.	2	\$400.00	\$800.00	\$335.00	\$670.00	\$476.72	\$953.44	\$840.00	\$1,680.00
A-10	CLAY DAM	EA.	1	\$1,000.00	\$1,000.00	\$2,135.00	\$2,135.00	\$1,515.00	\$1,515.00	\$3,800.00	\$3,800.00
A-11	STORM MANHOLE, 4' DIA.	V.F.	6.80	\$350.00	\$2,380.00	\$545.00	\$3,706.00	\$560.25	\$3,809.70	\$860.00	\$5,848.00
A-12	ADJUST EXISTING MANHOLE	EA.	2	\$600.00	\$1,200.00	\$1,000.00	\$2,000.00	\$656.50	\$1,313.00	\$341.00	\$682.00
A-13	VENT STORM MANHOLE	EA.	2	\$1,500.00	\$3,000.00	\$1,880.00	\$3,760.00	\$858.50	\$1,717.00	\$341.00	\$682.00
SUBTOTAL SCHEDULE A - STORM SEWER:					\$69,907.00		\$87,007.50		\$76,088.90		\$89,227.00
SCHEDULE B - SANITARY SEWER:											
B-1	ABANDON PIPE AND MANHOLE	L.S.	1	\$5,000.00	\$5,000.00	\$4,600.00	\$4,600.00	\$3,535.00	\$3,535.00	\$7,400.00	\$7,400.00
B-2	SELECT GRANULAR BACKFILL	C.Y.	10	\$28.00	\$280.00	\$39.00	\$390.00	\$25.25	\$252.50	\$136.00	\$1,360.00
B-3	SANITARY SEWER LATERAL, PVC, 6"	L.F.	22	\$100.00	\$2,200.00	\$110.00	\$2,420.00	\$258.16	\$5,679.52	\$265.00	\$5,830.00
B-4	PIPE FOUNDATION, AS ORDERED	C.Y.	5	\$30.00	\$150.00	\$32.00	\$160.00	\$25.25	\$126.25	\$545.00	\$2,725.00
B-5	PVC CLEANOUT	EA.	1	\$2,000.00	\$2,000.00	\$2,410.00	\$2,410.00	\$3,512.78	\$3,512.78	\$2,600.00	\$2,600.00
SUBTOTAL SCHEDULE B - SANITARY SEWER:					\$9,630.00		\$9,980.00		\$13,106.05		\$19,915.00

BID TABULATION

2020 WEST WATERFRONT PROMENADE
 CONTRACT 2004
 CITY OF SURGEON BAY
 DOOR COUNTY, WI

BID DATE - August 11, 2020

PROJECT NAME:		2020 West Waterfront Promenade									
PROJECT NO:		Contract 2004									
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
SCHEDULE A - STORM SEWER:											
A-1	ABANDON PIPE, MANHOLE, INLET AND CATCH BASIN	L.S.	1	\$5,000.00	\$5,000.00	\$5,484.41	\$5,484.41	\$5,175.00	\$5,175.00		
A-2	DIG DOWN TO LOCATE STORM SEWER AT OVERLOOK	EA.	1	\$1,100.00	\$1,100.00	\$4,265.65	\$4,265.65	\$4,025.00	\$4,025.00		
A-3	SELECT GRANULAR BACKFILL	C.Y.	200	\$24.00	\$4,800.00	\$30.47	\$6,094.00	\$28.75	\$5,750.00		
A-4	PIPE FOUNDATION, AS ORDERED	C.Y.	10	\$60.00	\$600.00	\$30.47	\$304.70	\$28.75	\$287.50		
A-5	PVC YARD DRAIN	EA.	4	\$2,750.00	\$11,000.00	\$2,254.70	\$9,018.80	\$2,127.50	\$8,510.00		
A-6	STORM SEWER, 8" PVC	L.F.	120	\$150.00	\$18,000.00	\$91.41	\$10,969.20	\$109.25	\$13,110.00		
A-7	STORM SEWER, 12" PVC	L.F.	135	\$250.00	\$33,750.00	\$201.10	\$27,148.50	\$201.25	\$27,168.75		
A-8	STORM SEWER, 24" RCP	L.F.	105	\$630.00	\$66,150.00	\$213.28	\$22,394.40	\$224.25	\$23,546.25		
A-9	PVC BRANCH, 12" X 8"	EA.	2	\$300.00	\$600.00	\$609.38	\$1,218.76	\$575.00	\$1,150.00		
A-10	CLAY DAM	EA.	1	\$3,500.00	\$3,500.00	\$1,828.14	\$1,828.14	\$1,725.00	\$1,725.00		
A-11	STORM MANHOLE, 4' DIA.	V.F.	6.80	\$980.00	\$6,664.00	\$700.79	\$4,765.37	\$718.75	\$4,887.50		
A-12	ADJUST EXISTING MANHOLE	EA.	2	\$1,000.00	\$2,000.00	\$792.19	\$1,584.38	\$747.50	\$1,495.00		
A-13	VENT STORM MANHOLE	EA.	2	\$800.00	\$1,600.00	\$1,035.94	\$2,071.88	\$977.50	\$1,955.00		
SUBTOTAL SCHEDULE A - STORM SEWER:					\$154,764.00		\$97,148.19		\$98,785.00		
SCHEDULE B - SANITARY SEWER:											
B-1	ABANDON PIPE AND MANHOLE	L.S.	1	\$5,000.00	\$5,000.00	\$4,631.28	\$4,631.28	\$4,370.00	\$4,370.00		
B-2	SELECT GRANULAR BACKFILL	C.Y.	10	\$25.00	\$250.00	\$30.47	\$304.70	\$28.75	\$287.50		
B-3	SANITARY SEWER LATERAL, PVC, 6"	L.F.	22	\$455.00	\$10,010.00	\$316.88	\$6,971.36	\$345.00	\$7,590.00		
B-4	PIPE FOUNDATION, AS ORDERED	C.Y.	5	\$60.00	\$300.00	\$30.47	\$152.35	\$28.75	\$143.75		
B-5	PVC CLEANOUT	EA.	1	\$2,500.00	\$2,500.00	\$4,296.12	\$4,296.12	\$4,370.00	\$4,370.00		
SUBTOTAL SCHEDULE B - SANITARY SEWER:					\$18,060.00		\$16,355.81		\$16,761.25		

PROJECT NAME:		2020 West Waterfront Promenade		Triple P, Inc. dba Peters Concrete Co. 1516 Atkinson Drive Green Bay, WI 54303		Vinton Construction Co. P.O. Box 137 1322 33rd Street Two Rivers, WI 54241		De Groof, Inc. 4201 Champion Road Green Bay, WI 54311		Janke General Contractors, Inc. 1223 River View Lane Athens, WI 54411	
PROJECT NO:		Contract 2004									
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
SCHEDULE C - WATER DISTRIBUTION:											
C-1	DIG DOWN TO LOCATE WATER MAIN AT OVERLOOK	EA	2	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00	\$2,222.00	\$4,444.00	\$3,100.00	\$6,200.00
C-2	REMOVE FIRE HYDRANT	EA	1	\$2,500.00	\$2,500.00	\$2,210.00	\$2,210.00	\$4,242.00	\$4,242.00	\$2,100.00	\$2,100.00
C-3	SELECT GRANULAR BACKFILL	C.Y.	50	\$28.00	\$1,400.00	\$39.00	\$1,950.00	\$25.25	\$1,262.50	\$100.00	\$5,000.00
C-4	PIPE FOUNDATION, AS ORDERED	C.Y.	10	\$30.00	\$300.00	\$32.00	\$320.00	\$25.25	\$252.50	\$560.00	\$5,600.00
C-5	DUCTILE IRON WATER MAIN, 6"	L.F.	320	\$66.50	\$21,280.00	\$72.80	\$23,296.00	\$78.02	\$24,966.40	\$72.00	\$23,040.00
C-6	COPPER WATER SERVICE, 1"	L.F.	90	\$88.00	\$7,920.00	\$57.20	\$5,148.00	\$67.07	\$6,036.30	\$64.00	\$5,760.00
C-7	COPPER WATER SERVICE, 2"	L.F.	320	\$54.25	\$17,360.00	\$33.00	\$10,560.00	\$61.17	\$19,574.40	\$59.00	\$18,880.00
C-8	CONNECT TO EXISTING WATERMAIN, 2" AND 6"	EA	2	\$750.00	\$1,500.00	\$2,340.00	\$4,680.00	\$3,648.63	\$7,297.26	\$5,600.00	\$11,200.00
C-9	WATER SERVICE CORPORATION AND CURB VALVES, 1"	EA	1	\$1,000.00	\$1,000.00	\$1,780.00	\$1,780.00	\$1,768.51	\$1,768.51	\$2,500.00	\$2,500.00
C-10	WATER MAIN INSULATION	S.F.	50	\$2.00	\$100.00	\$5.00	\$250.00	\$3.03	\$151.50	\$26.00	\$1,300.00
C-11	WATER METER INSTALLATION	EA	1	\$2,500.00	\$2,500.00	\$1,850.00	\$1,850.00	\$1,868.50	\$1,868.50	\$1,800.00	\$1,800.00
SUBTOTAL SCHEDULE C - WATER DISTRIBUTION:					\$57,860.00		\$55,044.00		\$71,863.87		\$83,380.00
SCHEDULE D - SITE WORK:											
D-1	MOBILIZATION	L.S.	1	\$78,750.00	\$78,750.00	\$147,500.00	\$147,500.00	\$43,308.80	\$43,308.80	\$145,000.00	\$145,000.00
D-2	ENGINEERS FIELD OFFICE	L.S.	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$6,565.00	\$6,565.00	\$5,700.00	\$5,700.00
D-3	HEALTH SAFETY AND EMERGENCY PLAN	L.S.	1	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$7,575.00	\$7,575.00	\$1,000.00	\$1,000.00
D-4	REMOVE TREES	L.S.	1	\$1,000.00	\$1,000.00	\$1,300.00	\$1,300.00	\$3,711.75	\$3,711.75	\$7,800.00	\$7,800.00
D-5	REMOVE PAVEMENT, SIDEWALK, AND DRIVEWAY	S.Y.	3,900	\$5.85	\$22,815.00	\$3.50	\$13,650.00	\$5.05	\$19,695.00	\$7.85	\$30,615.00
D-6	REMOVE RAILING	L.S.	1	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$1,515.00	\$1,515.00	\$3,400.00	\$3,400.00
D-7	REMOVE FURNISHINGS	L.S.	1	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$1,010.00	\$1,010.00	\$700.00	\$700.00
D-8	REMOVE SHED	L.S.	1	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$3,030.00	\$3,030.00	\$3,400.00	\$3,400.00
D-9	REMOVE MASONRY STRUCTURE	L.S.	1	\$500.00	\$500.00	\$500.00	\$500.00	\$1,515.00	\$1,515.00	\$6,700.00	\$6,700.00
D-10	REMOVE BOLLARDS	L.S.	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$5,050.00	\$5,050.00	\$3,400.00	\$3,400.00
D-11	REMOVE LIGHT POLES AND LIGHT POLE BASES	L.S.	1	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,999.50	\$4,999.50	\$1,725.00	\$1,725.00
D-12	REMOVE/ABANDON ELECTRICAL CONDUIT, CONDUCTORS AND EQUIPMENT	L.S.	1	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$6,110.50	\$6,110.50	\$1,670.00	\$1,670.00
D-13	MISCELLANEOUS REMOVAL	L.S.	1	\$1,000.00	\$1,000.00	\$1.00	\$1.00	\$4,545.00	\$4,545.00	\$5,400.00	\$5,400.00
D-14	COMMON EXCAVATION, FILLING AND GRADING	L.S.	1	\$55,785.00	\$55,785.00	\$70,000.00	\$70,000.00	\$47,470.00	\$47,470.00	\$105,000.00	\$105,000.00
D-15	HAUL CONTAMINATED MATERIALS TO LANDFILL	TON	600	\$20.00	\$12,000.00	\$25.00	\$15,000.00	\$20.20	\$12,120.00	\$23.00	\$13,800.00
D-16	CRUSHED AGGREGATE BASE COURSE (WALL BASE NOT INCLUDED)	C.Y.	700	\$26.50	\$18,550.00	\$29.30	\$20,510.00	\$30.30	\$21,210.00	\$52.00	\$36,400.00
D-17	HMA, 3.5" ACCESS DRIVE	TON	140	\$155.00	\$21,700.00	\$156.45	\$21,903.00	\$172.21	\$24,109.40	\$163.00	\$22,820.00
D-18	HMA, 1.5" AVG. OVERLAY	TON	175	\$154.00	\$26,950.00	\$155.34	\$27,184.50	\$172.21	\$30,136.75	\$162.00	\$28,350.00
D-19	HMA, WEDGE LAYER	TON	30	\$154.00	\$4,620.00	\$155.34	\$4,660.20	\$172.21	\$5,166.30	\$162.00	\$4,860.00

PROJECT NAME:		2020 West Waterfront Promenade		Advance Construction, Inc. 4201 Champion Road Green Bay, WI 54311		The Boltd Company 2525 N. Roemer Road P.O. Box 419 Aptleton, WI 54912-0419		Howard Immel, Inc. General Contractor 1820 Radisson Street Green Bay, WI 54302	
PROJECT NO:		Contract 2004							
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
SCHEDULE C - WATER DISTRIBUTION:									
C-1	DIG DOWN TO LOCATE WATER MAIN AT OVERLOOK	EA.	2	\$3,000.00	\$6,000.00	\$3,046.89	\$6,093.78	\$3,450.00	\$6,900.00
C-2	REMOVE FIRE HYDRANT	EA.	1	\$5,000.00	\$5,000.00	\$5,118.78	\$5,118.78	\$5,175.00	\$5,175.00
C-3	SELECT GRANULAR BACKFILL	C.Y.	50	\$25.00	\$1,250.00	\$30.47	\$1,523.50	\$28.75	\$1,437.50
C-4	PIPE FOUNDATION, AS ORDERED	C.Y.	10	\$60.00	\$600.00	\$30.47	\$304.70	\$28.75	\$287.50
C-5	DUCTILE IRON WATER MAIN, 6"	L.F.	320	\$225.00	\$72,000.00	\$91.41	\$29,251.20	\$109.25	\$34,960.00
C-6	COPPER WATER SERVICE, 1"	L.F.	90	\$225.00	\$20,250.00	\$79.22	\$7,129.80	\$86.25	\$7,762.50
C-7	COPPER WATER SERVICE, 2"	L.F.	320	\$210.00	\$67,200.00	\$73.13	\$23,401.60	\$97.75	\$31,280.00
C-8	CONNECT TO EXISTING WATERMAIN, 2" AND 6"	EA.	2	\$3,500.00	\$7,000.00	\$4,082.84	\$8,165.68	\$4,370.00	\$8,740.00
C-9	WATER SERVICE CORPORATION AND CURB VALVES, 1"	EA.	1	\$750.00	\$750.00	\$2,254.70	\$2,254.70	\$2,530.00	\$2,530.00
C-10	WATER MAIN INSULATION	S.F.	50	\$5.00	\$250.00	\$3.66	\$183.00	\$3.45	\$172.50
C-11	WATER METER INSTALLATION	EA.	1	\$250.00	\$250.00	\$2,437.52	\$2,437.52	\$2,300.00	\$2,300.00
SUBTOTAL SCHEDULE C - WATER DISTRIBUTION:					\$180,550.00		\$85,864.26		\$101,545.00
SCHEDULE D - SITE WORK:									
D-1	MOBILIZATION	L.S.	1	\$75,500.00	\$75,500.00	\$76,946.26	\$76,946.26	\$213,152.50	\$213,152.50
D-2	ENGINEERS FIELD OFFICE	L.S.	1	\$7,500.00	\$7,500.00	\$9,701.38	\$9,701.38	\$3,162.50	\$3,162.50
D-3	HEALTH, SAFETY AND EMERGENCY PLAN	L.S.	1	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$3,129.15	\$3,129.15
D-4	REMOVE TREES	L.S.	1	\$5,000.00	\$5,000.00	\$2,742.20	\$2,742.20	\$2,587.50	\$2,587.50
D-5	REMOVE PAVEMENT, SIDEWALK, AND DRIVEWAY	S.Y.	3,900	\$5.15	\$20,085.00	\$5.48	\$21,372.00	\$5.18	\$20,202.00
D-6	REMOVE RAILING	L.S.	1	\$700.00	\$700.00	\$2,437.52	\$2,437.52	\$0.00	\$0.00
D-7	REMOVE FURNISHINGS	L.S.	1	\$3,000.00	\$3,000.00	\$2,437.52	\$2,437.52	\$0.00	\$0.00
D-8	REMOVE SHED	L.S.	1	\$10,000.00	\$10,000.00	\$6,971.29	\$6,971.29	\$6,578.00	\$6,578.00
D-9	REMOVE MASONRY STRUCTURE	L.S.	1	\$12,000.00	\$12,000.00	\$3,979.24	\$3,979.24	\$3,754.75	\$3,754.75
D-10	REMOVE BOLLARDS	L.S.	1	\$15,000.00	\$15,000.00	\$1,218.76	\$1,218.76	\$1,150.00	\$1,150.00
D-11	REMOVE LIGHT POLES AND LIGHT POLE BASES	L.S.	1	\$4,500.00	\$4,500.00	\$1,892.73	\$1,892.73	\$1,785.95	\$1,785.95
D-12	REMOVE/ABANDON ELECTRICAL CONDUIT, CONDUCTORS AND EQUIPMENT	L.S.	1	\$5,500.00	\$5,500.00	\$1,835.45	\$1,835.45	\$1,731.90	\$1,731.90
D-13	MISCELLANEOUS REMOVAL	L.S.	1	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00
D-14	COMMON EXCAVATION, FILLING AND GRADING	L.S.	1	\$40,000.00	\$40,000.00	\$323,538.71	\$323,538.71	\$305,285.90	\$305,285.90
D-15	HAUL CONTAMINATED MATERIALS TO LANDFILL	TON	600	\$16.60	\$9,960.00	\$23.84	\$15,504.00	\$24.38	\$14,628.00
D-16	CRUSHED AGGREGATE BASE COURSE (WALL BASE NOT INCLUDED)	C.Y.	700	\$28.00	\$19,600.00	\$38.45	\$26,915.00	\$62.20	\$43,540.00
D-17	HMA, 3.5" ACCESS DRIVE	TON	140	\$154.90	\$21,686.00	\$188.79	\$26,430.60	\$178.14	\$24,939.60
D-18	HMA, 1.5" AVG. OVERLAY	TON	175	\$153.80	\$26,915.00	\$187.44	\$32,802.00	\$176.87	\$30,952.25
D-19	HMA, WEDGE LAYER	TON	30	\$153.80	\$4,614.00	\$187.44	\$5,623.20	\$176.87	\$5,306.10

PROJECT NAME: 2020 West Waterfront Promenade		Triple P, Inc dba Peters Concrete Co. 1516 Atkinson Drive Green Bay, WI 54303		Vinton Construction Co. P. O. Box 137 1322 33rd Street Two Rivers, WI 54241		De Groof, Inc. 4201 Champion Road Green Bay, WI 54311		Janke General Contractors, Inc. 1223 River View Lane Athens, WI 54411			
PROJECT NO: Contract 2004											
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
D-20	HMA PATCH (TO MATCH EXISTING THICKNESS)	TON	4	\$500.00	\$2,000.00	\$459.65	\$1,838.60	\$530.25	\$2,121.00	\$478.00	\$1,912.00
D-21	CONCRETE PAVEMENT, 6"	S.F.	17,000	\$7.10	\$120,700.00	\$6.90	\$117,300.00	\$8.97	\$152,490.00	\$7.10	\$120,700.00
D-22	EXPOSED AGGREGATE FINISH (FINISH WORK ONLY)	S.F.	4,900	\$6.50	\$31,850.00	\$9.50	\$46,550.00	\$7.22	\$35,378.00	\$7.20	\$35,280.00
D-23	CONCRETE CURB AND GUTTER	L.F.	35	\$45.00	\$1,575.00	\$60.00	\$2,100.00	\$65.65	\$2,297.75	\$49.85	\$1,744.75
D-24	OVERLOOK STRUCTURE	L.S.	1	\$162,375.00	\$162,375.00	\$145,000.00	\$145,000.00	\$277,416.70	\$277,416.70	\$154,000.00	\$154,000.00
D-25	SEATING TERRACE	L.S.	1	\$107,215.00	\$107,215.00	\$138,200.00	\$138,200.00	\$133,943.57	\$133,943.57	\$76,000.00	\$76,000.00
D-26	CONCRETE STAIR	L.S.	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$23,856.20	\$23,856.20	\$26,000.00	\$26,000.00
D-27	MARINE BOLLARD	EA.	5	\$3,750.00	\$18,750.00	\$5,700.00	\$28,500.00	\$4,551.57	\$22,757.85	\$12,000.00	\$60,000.00
D-28	VISUAL SCREEN FENCING WITH GATE	L.F.	60	\$175.00	\$10,500.00	\$234.00	\$14,040.00	\$202.00	\$12,120.00	\$315.00	\$18,900.00
D-29	BICYCLE RACK	EA.	4	\$650.00	\$2,600.00	\$800.00	\$3,200.00	\$628.41	\$2,513.64	\$840.00	\$3,360.00
D-30	WASTE/RECYCLING RECEPTACLE	EA.	5	\$2,250.00	\$11,250.00	\$3,325.00	\$16,625.00	\$2,893.89	\$14,469.45	\$3,500.00	\$17,500.00
D-31	BENCHES, TYPE A (WITH BACK)	EA.	7	\$2,950.00	\$20,650.00	\$3,065.00	\$21,455.00	\$2,779.36	\$19,455.52	\$3,300.00	\$23,100.00
D-32	BENCHES, TYPE B (NO BACK)	EA.	3	\$2,500.00	\$7,500.00	\$2,650.00	\$7,950.00	\$2,373.15	\$7,119.45	\$2,800.00	\$8,400.00
D-33	LIMESTONE SEAT WALL (18" TALL)	L.F.	170	\$240.00	\$40,800.00	\$81.00	\$13,770.00	\$168.76	\$28,689.20	\$270.00	\$45,900.00
D-34	LIMESTONE RETAINING WALL (18" TALL)	L.F.	300	\$240.00	\$72,000.00	\$112.00	\$33,600.00	\$156.55	\$46,965.00	\$275.00	\$82,500.00
D-35	LIMESTONE WALL (30" TALL)	L.F.	55	\$240.00	\$13,200.00	\$165.00	\$9,075.00	\$252.50	\$13,887.50	\$320.00	\$17,600.00
D-36	INLET PROTECTION	EA.	9	\$100.00	\$900.00	\$125.00	\$1,125.00	\$151.50	\$1,363.50	\$132.00	\$1,188.00
D-37	SILT LOG	L.F.	720	\$10.00	\$7,200.00	\$9.00	\$6,480.00	\$10.10	\$7,272.00	\$9.45	\$6,804.00
D-38	SILT FENCE	L.F.	500	\$3.00	\$1,500.00	\$2.50	\$1,250.00	\$4.04	\$2,020.00	\$2.65	\$1,325.00
D-39	TRACKING PAD	EA.	2	\$2,000.00	\$4,000.00	\$0.10	\$0.20	\$1,515.00	\$3,030.00	\$1,800.00	\$3,600.00
D-40	PLANTS	L.S.	1	\$61,660.00	\$61,660.00	\$61,200.00	\$61,200.00	\$54,540.00	\$54,540.00	\$32,760.00	\$32,760.00
D-41	RESTORATION, TOPSOIL, FERTILIZE, MULCH	S.Y.	13,000	\$5.82	\$75,660.00	\$5.95	\$77,350.00	\$6.57	\$85,410.00	\$6.05	\$78,650.00
D-42	RESTORATION, TOPSOIL, FERTILIZE, MULCH, E-MAT	S.Y.	400	\$8.65	\$3,460.00	\$7.95	\$3,180.00	\$7.58	\$3,032.00	\$18.10	\$7,240.00
SUBTOTAL SCHEDULE D - SITE WORK:				\$8.65	\$3,460.00	\$7.95	\$3,180.00	\$7.58	\$3,032.00	\$18.10	\$7,240.00
SUBTOTAL SCHEDULE D - SITE WORK:					\$1,067,015.00		\$1,116,497.50		\$1,200,991.33		\$1,252,203.75
SCHEDULE E - ELECTRICAL:											
E-1	LIGHT POLES AND FOUNDATIONS	EA.	10	\$3,950.00	\$39,500.00	\$3,950.00	\$39,500.00	\$4,388.45	\$43,884.50	\$4,600.00	\$46,000.00
E-2	MARINE ELECTRICAL AND WATER PEDESTAL, AND FOUNDATIONS	EA.	4	\$7,500.00	\$30,000.00	\$7,500.00	\$30,000.00	\$8,332.50	\$33,330.00	\$4,600.00	\$18,400.00
E-3	CONDUIT AND WIRING	L.S.	1	\$38,640.00	\$38,640.00	\$38,640.00	\$38,640.00	\$42,929.04	\$42,929.04	\$50,000.00	\$50,000.00
E-4	FIBER CONDUIT	L.S.	1	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$13,332.00	\$13,332.00	\$4,000.00	\$4,000.00
E-5	ELECTRICAL SERVICE	L.S.	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$16,665.00	\$16,665.00	\$11,500.00	\$11,500.00
SUBTOTAL SCHEDULE E - ELECTRICAL:					\$135,140.00		\$135,140.00		\$150,140.54		\$129,900.00

PROJECT NAME: 2020 West Waterfront Promenade		Advance Construction, Inc. 4201 Champion Road Green Bay, WI 54311		The Boldt Company 2525 N. Roemer Road P.O. Box 419 Appleton, WI 54912-0419		Howard Immel, Inc. General Contractor 1820 Radisson Street Green Bay, WI 54302		UNIT PRICE	TOTAL
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
D-20	HMA PATCH (TO MATCH EXISTING THICKNESS)	TON	4	\$455.10	\$1,820.40	\$554.66	\$2,218.64	\$523.25	\$2,093.00
D-21	CONCRETE PAVEMENT, 6"	S.F.	17,000	\$7.00	\$119,000.00	\$8.60	\$146,200.00	\$7.36	\$125,120.00
D-22	EXPOSED AGGREGATE FINISH (FINISH WORK ONLY)	S.F.	4,900	\$7.10	\$34,790.00	\$2.07	\$10,143.00	\$7.48	\$36,652.00
D-23	CONCRETE CURB AND GUTTER	L.F.	35	\$45.00	\$1,575.00	\$73.13	\$2,559.55	\$51.75	\$1,811.25
D-24	OVERLOOK STRUCTURE	L.S.	1	\$217,450.00	\$217,450.00	\$103,255.25	\$103,255.25	\$117,254.00	\$117,254.00
D-25	SEATING TERRACE	L.S.	1	\$182,900.00	\$182,900.00	\$44,145.68	\$44,145.68	\$98,824.10	\$98,824.10
D-26	CONCRETE STAIR	L.S.	1	\$18,000.00	\$18,000.00	\$17,398.95	\$17,398.95	\$21,509.60	\$21,509.60
D-27	MARINE BOLLARD	EA	5	\$10,000.00	\$50,000.00	\$4,681.43	\$23,407.15	\$4,496.50	\$22,482.50
D-28	VISUAL SCREEN FENCING WITH GATE	L.F.	60	\$183.35	\$11,001.00	\$271.98	\$16,318.80	\$221.95	\$13,317.00
D-29	BICYCLE RACK	EA	4	\$250.00	\$1,000.00	\$498.76	\$1,995.04	\$396.18	\$1,584.72
D-30	WASTE/RECYCLING RECEPTACLE	EA	5	\$2,500.00	\$12,500.00	\$2,109.33	\$10,546.65	\$2,142.68	\$10,713.40
D-31	BENCHES, TYPE A (WITH BACK)	EA	7	\$2,500.00	\$17,500.00	\$2,781.35	\$19,469.45	\$2,120.27	\$14,841.89
D-32	BENCHES, TYPE B (NO BACK)	EA	3	\$2,075.00	\$6,225.00	\$2,298.01	\$6,894.03	\$1,127.00	\$3,381.00
D-33	LIMESTONE SEAT WALL (18" TALL)	L.F.	170	\$175.00	\$29,750.00	\$328.68	\$55,875.60	\$420.90	\$71,553.00
D-34	LIMESTONE RETAINING WALL (18" TALL)	L.F.	300	\$175.00	\$52,500.00	\$321.94	\$96,582.00	\$420.90	\$126,270.00
D-35	LIMESTONE WALL (30" TALL)	L.F.	55	\$200.00	\$11,000.00	\$368.63	\$20,274.65	\$420.90	\$23,149.50
D-36	INLET PROTECTION	EA	9	\$140.00	\$1,260.00	\$182.81	\$1,645.29	\$172.50	\$1,552.50
D-37	SILT LOG	L.F.	720	\$12.00	\$8,640.00	\$6.09	\$4,384.80	\$5.75	\$4,140.00
D-38	SILT FENCE	L.F.	500	\$2.50	\$1,250.00	\$3.66	\$1,830.00	\$3.45	\$1,725.00
D-39	TRACKING PAD	EA	2	\$1,600.00	\$3,200.00	\$3,046.89	\$6,093.78	\$2,875.00	\$5,750.00
D-40	PLANTS	L.S.	1	\$32,000.00	\$32,000.00	\$136,298.87	\$136,298.87	\$54,050.00	\$54,050.00
D-41	RESTORATION, TOPSOIL, FERTILIZE, MULCH	S.Y.	13,000	\$6.00	\$78,000.00	\$8.81	\$114,530.00	\$3.57	\$46,410.00
D-42	RESTORATION, TOPSOIL, FERTILIZE, MULCH, E-MAT	S.Y.	400	\$8.50	\$3,400.00	\$13.53	\$5,412.00	\$11.50	\$4,600.00
SUBTOTAL SCHEDULE D - SITE WORK:					\$1,165,821.40		\$1,409,827.04		\$1,490,670.56
SCHEDULE E - ELECTRICAL:									
E-1	LIGHT POLES AND FOUNDATIONS	EA	10	\$3,950.00	\$39,500.00	\$6,003.23	\$60,032.30	\$4,659.10	\$46,391.00
E-2	MARINE ELECTRICAL AND WATER PEDESTAL, AND FOUNDATIONS	EA	4	\$7,500.00	\$30,000.00	\$6,330.92	\$25,323.68	\$4,731.68	\$18,926.72
E-3	CONDUIT AND WIRING	L.S.	1	\$38,640.00	\$38,640.00	\$54,596.69	\$54,596.69	\$51,516.55	\$51,516.55
E-4	FIBER CONDUIT	L.S.	1	\$12,000.00	\$12,000.00	\$4,337.56	\$4,337.56	\$4,092.85	\$4,092.85
E-5	ELECTRICAL SERVICE	L.S.	1	\$15,000.00	\$15,000.00	\$12,433.77	\$12,433.77	\$11,732.30	\$11,732.30
SUBTOTAL SCHEDULE E - ELECTRICAL:					\$135,140.00		\$156,724.00		\$132,659.42

PROJECT NAME: 2020 West Waterfront Promenade		Triple P, Inc. dba Peters Concrete Co. 1516 Atkinson Drive Green Bay, WI 54303		Vinton Construction Co. P.O. Box 137 1322 33rd Street Two Rivers, WI 54241		De Groof, Inc. 4201 Champion Road Green Bay, WI 54311		Janke General Contractors, Inc. 1223 River View Lane Athens, WI 54411	
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
PROJECT NO: Contract 2004									
ALLOWANCES:									
SUMMARY - SUBTOTALS:									
	SCHEDULE A - STORM SEWER			\$69,907.00	\$69,907.00	\$87,007.50	\$87,007.50	\$76,088.90	\$89,227.00
	SCHEDULE B - SANITARY SEWER			\$9,630.00	\$9,630.00	\$9,980.00	\$9,980.00	\$13,106.05	\$19,915.00
	SCHEDULE C - WATER DISTRIBUTION			\$57,860.00	\$57,860.00	\$55,044.00	\$55,044.00	\$71,863.87	\$83,380.00
	SCHEDULE D - SITE WORK			\$1,067,015.00	\$1,067,015.00	\$1,116,497.50	\$1,116,497.50	\$1,200,991.33	\$1,252,203.75
	SCHEDULE E - ELECTRICAL			\$135,140.00	\$135,140.00	\$135,140.00	\$135,140.00	\$150,140.54	\$129,900.00
	ALLOWANCES			\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00
	BASE BID (PROJECT TOTAL - CONTRACT 2004):			\$1,384,552.00	\$1,384,552.00	\$1,448,669.00	\$1,448,669.00	\$1,557,190.69	\$1,619,625.75
ALTERNATE BID ITEMS:									
ALTERNATE NO. 1 - IMPROVEMENTS ON CENTRAL WALKWAY									
(STA 11+54 TO STA 12+75):									
(The item(s) below will be added to the base bid.)									
ALTI-1	COMMON EXCAVATION, FILLING AND GRADING	L.S.	1	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$7,575.00	\$10,500.00
ALTI-2	CRUSHED AGGREGATE BASE COURSE	C.Y.	40	\$30.00	\$1,200.00	\$31.00	\$1,240.00	\$35.35	\$1,414.00
ALTI-3	SELECT GRANULAR BACKFILL (PIPE)	C.Y.	25	\$30.00	\$750.00	\$40.00	\$1,000.00	\$30.30	\$757.50
ALTI-4	PIPE FOUNDATION, AS ORDERED	C.Y.	10	\$50.00	\$500.00	\$45.00	\$450.00	\$28.28	\$282.80
ALTI-5	CONCRETE PAVEMENT, 6"	S.F.	755	\$7.10	\$5,360.50	\$6.90	\$5,209.50	\$9.13	\$6,893.15
ALTI-6	EXPOSED AGGREGATE FINISH	S.F.	335	\$6.50	\$2,177.50	\$9.50	\$3,182.50	\$7.22	\$2,418.70
ALTI-7	WASTE/RECYCLING RECEPTACLE	EA.	1	\$2,250.00	\$2,250.00	\$3,325.00	\$3,325.00	\$603.16	\$603.16
ALTI-8	BENCHES, TYPE A	EA.	2	\$2,950.00	\$5,900.00	\$3,065.00	\$6,130.00	\$2,635.07	\$5,270.14
ALTI-9	PVC YARD DRAIN	EA.	2	\$1,500.00	\$3,000.00	\$2,475.00	\$4,950.00	\$1,844.73	\$3,689.46
ALTI-10	STORM SEWER, 8" PVC	L.F.	30	\$40.00	\$1,200.00	\$76.60	\$2,298.00	\$72.85	\$2,185.50
ALTI-11	STORM SEWER, 12" PVC	L.F.	125	\$40.00	\$5,000.00	\$82.10	\$10,262.50	\$75.22	\$9,402.50
ALTI-12	PVC BRANCH, 12"x8"	EA.	2	\$300.00	\$600.00	\$335.00	\$670.00	\$491.29	\$982.58
ALTI-13	CONDUIT AND WIRING	L.S.	1	\$1,935.00	\$1,935.00	\$1,500.00	\$1,500.00	\$1,666.50	\$1,666.50
ALTI-14	LIGHT POLES AND FOUNDATIONS	EA.	2	\$3,925.00	\$7,850.00	\$3,950.00	\$7,900.00	\$4,388.45	\$8,776.90
ALTI-15	PLANTS	L.S.	1	\$6,120.00	\$6,120.00	\$7,950.00	\$7,950.00	\$5,555.00	\$5,555.00
ALTI-16	RESTORATION, TOPSOIL, FERTILIZE, MULCH	S.Y.	100	\$15.00	\$1,500.00	\$11.50	\$1,150.00	\$10.10	\$1,010.00
ALTERNATE NO. 1 - IMPROVEMENTS ON CENTRAL WALKWAY									
(STA 11+54 TO STA 12+75):									
				\$50,343.00	\$50,343.00	\$59,217.50	\$59,217.50	\$58,482.89	\$82,732.50

PROJECT NAME:		2020 West Waterfront Promenade									
PROJECT NO:		Contract 2004									
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
ADVANCE CONSTRUCTION INFORMATION:				Advance Construction, Inc. 4201 Champion Road Green Bay, WI 54311	The Boldt Company 2525 N. Roemer Road P.O. Box 419 Appleton, WI 54912-0419	Howard Immel, Inc. General Contractor 1820 Radisson Street Green Bay, WI 54302					
<p>ALTERNATE NO. 1 - IMPROVEMENTS ON CENTRAL WALKWAY (STA 11+54 TO STA 12+75):</p> <p>The item(s) below will be added to the base bid.</p>											
<p>ALTERNATE BID ITEMS:</p>											
<p>BASE BID (PROJECT TOTAL - CONTRACT 2004):</p>											
<p>ALLOWANCES:</p>											
<p>SUMMARY - SUBTOTALS:</p>											
	SCHEDULE A - STORM SEWER			\$154,764.00		\$97,148.19	\$98,785.00				
	SCHEDULE B - SANITARY SEWER			\$18,060.00		\$16,335.81	\$16,761.25				
	SCHEDULE C - WATER DISTRIBUTION			\$180,550.00		\$85,864.26	\$101,545.00				
	SCHEDULE D - SITE WORK			\$1,165,821.40		\$1,409,827.04	\$1,490,670.56				
	SCHEDULE E - ELECTRICAL			\$135,140.00		\$156,724.00	\$132,659.42				
	ALLOWANCES			\$45,000.00		\$45,000.00	\$45,000.00				
				\$1,699,335.40		\$1,810,919.30	\$1,885,421.23				
<p>ALTERNATE NO. 1 - IMPROVEMENTS ON CENTRAL WALKWAY (STA 11+54 TO STA 12+75):</p>											
ALTI-1	COMMON EXCAVATION, FILLING AND GRADING	L.S.	1	\$1,000.00	\$1,000.00	\$6,664.17	\$6,664.17	\$6,341.00	\$6,341.00		
ALTI-2	CRUSHED AGGREGATE BASE COURSE	C.Y.	40	\$28.00	\$1,120.00	\$38.45	\$1,538.00	\$36.80	\$1,472.00		
ALTI-3	SELECT GRANULAR BACKFILL (PIPE)	C.Y.	25	\$24.00	\$600.00	\$30.47	\$761.75	\$0.00	\$0.00		
ALTI-4	PIPE FOUNDATION, AS ORDERED	C.Y.	10	\$60.00	\$600.00	\$30.47	\$304.70	\$0.00	\$0.00		
ALTI-5	CONCRETE PAVEMENT, 6"	S.F.	755	\$7.00	\$5,285.00	\$11.93	\$9,007.15	\$7.42	\$5,602.10		
ALTI-6	EXPOSED AGGREGATE FINISH	S.F.	335	\$7.10	\$2,378.50	\$7.27	\$2,435.45	\$7.56	\$2,532.60		
ALTI-7	WASTE/RECYCLING RECEPTACLE	E.A.	1	\$400.00	\$400.00	\$2,109.33	\$2,109.33	\$1,928.00	\$1,928.00		
ALTI-8	BENCHES, TYPE A	E.A.	2	\$750.00	\$1,500.00	\$2,781.35	\$5,562.70	\$1,403.50	\$2,807.00		
ALTI-9	PVC YARD DRAIN	E.A.	2	\$2,750.00	\$5,500.00	\$2,254.76	\$4,509.52	\$2,147.00	\$4,294.00		
ALTI-10	STORM SEWER, 8" PVC	L.F.	30	\$150.00	\$4,500.00	\$91.41	\$2,742.30	\$92.87	\$2,786.10		
ALTI-11	STORM SEWER, 12" PVC	L.F.	125	\$250.00	\$31,250.00	\$213.28	\$26,660.00	\$202.62	\$25,327.50		
ALTI-12	PVC BRANCH, 12"x8"	E.A.	2	\$300.00	\$600.00	\$609.38	\$1,218.76	\$585.00	\$1,170.00		
ALTI-13	CONDUIT AND WIRING	L.S.	1	\$1,750.00	\$1,750.00	\$2,357.08	\$2,357.08	\$2,251.00	\$2,251.00		
ALTI-14	LIGHT POLES AND FOUNDATIONS	E.A.	2	\$550.00	\$1,100.00	\$6,571.93	\$13,143.86	\$4,549.00	\$9,098.00		
ALTI-15	PLANTS	L.S.	1	\$2,000.00	\$2,000.00	\$5,112.33	\$5,112.33	\$5,283.00	\$5,283.00		
ALTI-16	RESTORATION, TOPSOIL, FERTILIZE, MULCH	S.Y.	100	\$6.00	\$600.00	\$22.52	\$2,252.00	\$4.74	\$474.00		
ALTERNATE NO. 1 - IMPROVEMENTS ON CENTRAL WALKWAY (STA 11+54 TO STA 12+75):					\$60,183.50		\$86,379.10		\$71,366.30		

PROJECT NAME: 2020 West Waterfront Promenade		Triple P, Inc. dba Peters Concrete Co. 1516 Atkinson Drive Green Bay, WI 54303		Yinton Construction Co. P.O. Box 137 1322 33rd Street Two Rivers, WI 54241		De Groot, Inc. 4201 Champion Road Green Bay, WI 54311		Janke General Contractors, Inc. 1223 River View Lane Athens, WI 54411	
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
ALTERNATE NO. 2 - EXTEND COMPLETION DATE TO JULY 15, 2021: The item(s) below will be <i>added/deducted</i> to/from the base bid.									
ALT2-1	EXTENDED COMPLETION DATE TO JULY 15, 2021	L.S.	1	(\$2,500.00)	<u>(\$2,500.00)</u>	\$0.00	<u>\$0.00</u>	(\$10,000.00)	(\$10,000.00)
TOTAL ALTERNATE NO. 2 - EXTEND COMPLETION DATE TO JULY 15, 2021					<u>(\$2,500.00)</u>	\$0.00	<u>\$0.00</u>	(\$10,000.00)	(\$10,000.00)
ALTERNATE NO. 3 - DEDUCT ASPHALT PAVEMENT - ACCESS DRIVE: The item(s) below will be <i>deducted</i> from the base bid.									
ALT3-1	HMA, 3.5" ACCESS DRIVE (ITEM D-17)	TONS	140	(\$155.00)	<u>(\$21,700.00)</u>	(\$156.45)	<u>(\$21,903.00)</u>	(\$172.21)	<u>(\$24,109.40)</u>
TOTAL ALTERNATE NO. 3 - DEDUCT ASPHALT PAVEMENT - ACCESS DRIVE					<u>(\$21,700.00)</u>	(\$21,903.00)	<u>(\$24,109.40)</u>	(\$154.00)	<u>(\$21,560.00)</u>
ALTERNATE NO. 4 - MARINE BOLLARD - DESIGN BY OTHERS: The item(s) below will be replaced Bid Item "D-2" in the base bid.									
ALT4-1	MARINE BOLLARD - DESIGNED BY OTHERS	EACH	5	\$3,750.00	<u>\$18,750.00</u>	\$5,700.00	<u>\$28,500.00</u>	\$4,551.57	<u>\$22,257.85</u>
TOTAL ALTERNATE NO. 4 - MARINE BOLLARD - DESIGN BY OTHERS					<u>\$18,750.00</u>	\$28,500.00	<u>\$28,500.00</u>	\$22,757.85	<u>\$22,757.85</u>
ALTERNATE NO. 5 - REMOVE TREES - TO BE PROVIDED AND PLANTED BY OTHERS: The item(s) below will be deducted from the base bid Item D-40.									
ALT5-1	REMOVE TREES - TO BE PROVIDED AND INSTALLED BY OTHERS	LS	1	(\$14,000.00)	<u>(\$14,000.00)</u>	(\$15,750.00)	<u>(\$15,750.00)</u>	(\$19,392.00)	<u>(\$19,392.00)</u>
TOTAL ALTERNATE NO. 5 - REMOVE TREES - TO BE PROVIDED AND PLANTED BY OTHERS:					<u>(\$14,000.00)</u>	(\$15,750.00)	<u>(\$15,750.00)</u>	(\$19,392.00)	<u>(\$19,392.00)</u>

PROJECT NAME: 2020 West Waterfront Promenade		Advance Construction, Inc. 4201 Champion Road Green Bay, WI 54311		The Boldt Company 2525 N. Roemer Road P.O. Box 419 Appleton, WI 54912-0419		Howard Immel, Inc. General Contractor 1820 Radisson Street Green Bay, WI 54302		UNIT PRICE	TOTAL
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
ALTERNATE NO. 2 - EXTEND COMPLETION DATE TO JULY 15, 2021: The item(s) below will be <i>added/deducted</i> to/from the base bid.									
ALT2-1	EXTENDED COMPLETION DATE TO JULY 15, 2021	L.S.	1	(\$6,000.00)	-\$6,000.00	\$16,779.73	<u>\$16,779.73</u>	\$0.00	<u>\$0.00</u>
TOTAL ALTERNATE NO. 2 - EXTEND COMPLETION DATE TO JULY 15, 2021									
ALTERNATE NO. 3 - DEDUCT ASPHALT PAVEMENT - ACCESS DRIVE: The item(s) below will be <i>deducted</i> from the base bid.									
ALT3-1	HMA, 3.5" ACCESS DRIVE (ITEM D-17)	TONS	140	(\$154.90)	<u>(\$21,686.00)</u>	(\$154.90)	<u>(\$21,686.00)</u>	(\$154.90)	<u>(\$21,686.00)</u>
TOTAL ALTERNATE NO. 3 - DEDUCT ASPHALT PAVEMENT - ACCESS DRIVE									
ALTERNATE NO. 4 - MARINE BOLLARD - DESIGN BY OTHERS: The item(s) below will be replaced Bid Item "D-27" in the base bid.									
ALT4-1	MARINE BOLLARD - DESIGNED BY OTHERS	EACH	5	\$10,000.00	<u>\$50,000.00</u>	\$0.00	<u>\$0.00</u>	\$3,910.00	<u>\$19,550.00</u>
TOTAL ALTERNATE NO. 4 - MARINE BOLLARD - DESIGN BY OTHERS									
ALTERNATE NO. 5 - REMOVE TREES - TO BE PROVIDED AND PLANTED BY OTHERS: The item(s) below will be deducted from the base bid Item D-40.									
ALT5-1	REMOVE TREES - TO BE PROVIDED AND INSTALLED BY OTHERS	LS	1	(\$12,000.00)	<u>(\$12,000.00)</u>	(\$25,923.82)	<u>(\$25,923.82)</u>	(\$10,871.00)	<u>(\$10,871.00)</u>
TOTAL ALTERNATE NO. 5 - REMOVE TREES - TO BE PROVIDED AND PLANTED BY OTHERS:									



Josh Van Lieshout
City Administrator

421 Michigan Street ▪ Sturgeon Bay, WI 54235
Phone: 920-746-2900 ▪ Fax: 920-746-2905
jvanlieshout@sturgeonbaywi.org ▪ www.sturgeonbaywi.org

MEMORANDUM

To: Mayor David Ward and the City of Sturgeon Bay Common Council

From: Josh Van Lieshout

Cc: Marty Olejniczak, Jim Kalny

Date: August 13, 2020

Re: Submerged Lands Lease—City of Sturgeon Bay and Board of Commissioners of Public Lands

Background

Following the January 3, 2019 declaration of the ordinary high water mark at 92 and 100 East Maple street, the City was required to obtain a submerged lands lease with the State in order to continue the existing public and navigation related uses, as well as relocation of the former grain elevator as required by the development agreement with Sturgeon Bay Historical Society.

The proposed submerged lands lease is necessary to put in motion the completion of the public improvements including the waterfront walkway, sub lease with Sturgeon Bay Historical Society and Sarter Marine Towing. The submerged lands lease covers lands between the OHWM and bulkhead as shown in Exhibit B of the agreement.

The Board of Commissioners of Public Lands (BCPL) approved the submerged lands lease at their August 4, 2020 meeting, but specifically authorizes the director to, make changes to the lease agreement. The Common Council must also approve the lease as it is a contractual agreement between the City and State.

The BCPL motion read “...that the Board of Commissioners of Public Lands authorizes a Submerged Lands Lease for a term of up to fifty years for the Proposed Lease Area with the city of Sturgeon Bay in accordance with Section 24.39 of the Wisconsin Statutes with a base rental rate of Two Hundred Dollars per year for the purposes of providing recreation opportunities related to navigation and also for improving navigation, on such other terms and conditions as the Executive Secretary determines to be reasonable and necessary. The Executive Secretary is authorized and directed to execute any documents reasonably necessary to complete such transaction.”

Despite efforts to obtain the final document from BCPL, at of the time of writing this memo I do not have the final document. Given this language in the motion used by BCPL it is reasonably expected that some changes to the final draft could happen, I would however expect them to be minor and not materially change any of the principle terms of the lease.

Recommendation

If the Common Council is inclined, a similar motion, authorizing the Mayor to execute the lease could be acted upon. That motion could read :

“The Common Council authorizes the Mayor to execute, effective the date of the Mayor’s signature, a Submerged Lands Lease for the Proposed Lease Area with the State of Wisconsin, Board of Commissioners of Public Lands in a form substantially similar to the draft presented, for a term of up to fifty years, with a base rental rate of Two Hundred Dollars per year for the purposes of providing recreation opportunities related to navigation and for improving navigation as presented in the agreement.”

If the Council chooses not to grant the Mayor the authority to effectuate the lease, then the matter can be tabled until at which time a final draft is produced and brought back before the Council. This could however slow work on the west waterfront promenade project.

Attached is the final draft (as of August 4, 2020) of the submerged lands lease between the City and Board of Commissioners of Public Lands (BCPL).

SUBMERGED LANDS LEASE

This **SUBMERGED LANDS LEASE AGREEMENT** is entered into pursuant to Section 24.39(4) of the Wisconsin Statutes by and between the **STATE OF WISCONSIN**, acting by and through the **BOARD OF COMMISSIONERS OF PUBLIC LANDS** (the "Lessor") and **THE CITY OF STURGEON BAY**, a Wisconsin Municipal Corporation which is the riparian owner of certain property located on the shore of the Lake Michigan in Door County Wisconsin (the Lessee)

RECITALS

Lessee is the riparian owner of certain property located on the shore of Lake Michigan in Door County Wisconsin

Lessee desires to lease a portion of the bed Sturgeon Bay which lies adjacent to the Lessee's upland holdings, such area to be leased is described on attached Exhibit A which is incorporated herein by reference (the "Premises") and illustrated on the map attached as Exhibit B which is also incorporated herein by reference. The Lessee desires to lease the premises for the purpose of improvement of navigation or the improvement or construction of harbor facilities and for the purpose of recreational facilities related to navigation for public use. As defined in Section 24.39 (4) Wis. Stats.

On June 16, 2020 , the Wisconsin Department of Natural Resources ("DNR") issued the Department of Natural Resources Findings required for a submerged land lease under sections 24.39 and 30.11 Wis. Stats., for the proposed submerged land lease for areas of parcels 92 and 100 to allow the relocation of the grain elevator and the provision of public amenities for the public use of the site on the bed of Sturgeon Bay finding the Lessee's proposed uses are consistent with the public interest in the navigable water of Lake Michigan provided that the Lessee complies with the conditions stated in such findings. A copy of the DNR's Findings are attached hereto as Exhibit C and incorporated herein by reference (the "DNR Findings").

The Lessee's proposed uses of the submerged lands include substantial amenities provided at Lessee's cost that facilitate and encourage public use and access to the Sturgeon Bay Waterfront.

The Lessor is willing to lease the Premises to the Lessee on the terms and conditions set forth below.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Ordinary High Water Mark.** The parties agree that the ordinary high water mark (OHWM) established by the Wisconsin Department of Natural Resources Ruling Declaring the Location of the Ordinary High Water Mark of Lake Michigan on the Shore of a Parcel of Land Located at 92 East Maple St. ("Parcel 92") in the City of Sturgeon Bay, Door County, Wisconsin January 3, 2019 (a copy of which is attached as Exhibit D, and shown in approximation on

Attached Exhibit B, is the declared ordinary high water mark, and shall serve as the line of division between fee-owned land and leased lands subject to the public trust.

2. **Leased Premises.** Lessor hereby leases the Premises to the Lessee and Lessee shall have the right and privilege to place fill and occupy that part of the bed Sturgeon Bay for the purposes described below. Title to the Premises shall remain with the State of Wisconsin.

3. **Purpose of Lease Improvements.** The purpose of this Lease Agreement is for the improvement of navigation or the improvement or construction of harbor facilities and recreational facilities related to navigation for public use as defined by Section 24.39 (4), Wis. Stats. Lessee may not construct any improvements on the Premises that are not directly related to the stated express purpose of this Lease.

4. **Term of Lease.** The term of this Lease Agreement shall begin on the 1st day of _____, 2020 and expire fifty (50) years later on the ____ day of _____, 2070. If the Lessee receives and lakebed grant for the leased premises, Lessee shall have the option of terminating this lease immediately upon written notice.

5. **First Opportunity for New Lease.** When this Lease has reached the end of its term, the Lessee or its successors or assigns shall have the first opportunity to contract for a new submerged lands lease.

6. **Rent.** Taking into consideration the substantial financial contribution the City has made to provide for the public use and enjoyment of the submerged lease lands and the waterfront and the minimal rent or other income the City will receive from the subtenants, the rent will be Two Hundred Dollars \$200.00 per year.

(a) An administrative fee of Five Hundred Dollars (\$500) is due and payable within ten days of the execution of the Lease.

(b) The Lessee shall be responsible for and timely pay any proper assessments or utility charges against the Premises.

(c) If Lessee's income from subleases exceeds Sixty-Thousand Dollars \$60,000 per year the Lessee shall notify Lessor who may reopen this provision to negotiate a lease amount based on a percentage of sublease revenue.

7. **Additional Conditions.** The Lessee shall comply with all provisions of the DNR Findings. The Lessee shall also comply with any and all laws, lawful orders, rules and regulations and Lessee shall obtain and maintain all necessary permits and approvals, including those required by chapter 30, Wis. Stats., from the Department of Natural Resources for the fills involved. This Lease is

made subject to all applicable provisions of Sections 24.39(4) and 30.11(5), Wis. Stats., with the same force and effect as though said statutory provisions were fully set forth in this Agreement.

8. **Maintenance.** The Lessee shall, at its expense, perform or have performed on its behalf, all maintenance, repair and replacements necessary to keep the Premises in a safe condition, in compliance with all laws, ordinances and codes relating thereto and shall not allow the Premises or any portion thereof to become a nuisance.

9. **Environmental Covenants.** The Lessee covenants that the Lessee shall not conduct any activity upon the Premises or allow any activity to be conducted that would result in the release upon the Premises of any "Hazardous Waste" or "Hazardous Substance" as those terms are defined under federal law (RCRA and CERCLA respectively). Notwithstanding the foregoing, Lessor expressly permits the operation of the Sarter Marine Towing Company Inc. as provided in paragraph 17 below, acknowledging that the operation of that maritime business may require the presence of petroleum products and cleaners customarily used to carry out that business that may, if released, be considered Hazardous Substances as those terms are defined under RCRA and CERCLA. Lessee shall require Sarter to operate in a manner consistent with industry standards and applicable state and federal law with regard to any such release.

10. **No Liens.** The Lessee shall not allow any liens to attach to the Premises.

11. **Indemnification.** Lessee shall indemnify, defend and hold harmless the Lessor from any claim, liability, damage or loss occurring on the Premises, arising out of the condition or use of the Premises or arising out of any activity by the Lessee, its agents, or invitees or resulting from Lessee's failure to comply with any term of this Lease.

12. **Risk of Loss Insurance.** The Lessee shall assume the risk of loss to the Premises, any improvements upon the Premises and any personal property located upon the Premises. Lessee, at its sole cost and expense, shall continuously maintain in full force and effect commercial general liability and excess/umbrella liability policies insuring against any loss, liability or damage on, or about or relating to all or any portion of the Premises, with total limits of not less than \$2,000,000.00 combined single limit coverage for bodily injury, including death, or property damage liability claims on an occurrence basis arising out of or in connection with Lessee's operations in and maintenance and use of the Premises. Lessee, at its sole cost and expense, shall also continuously maintain in full force and effect workers compensation insurance for its employees with statutory limits.

13. **Default.** The following shall be events of default:

(a) The failure of the Lessee to pay any rent or other charge within 30 days after written notice that such payment is overdue;

(b) The failure of the Lessee to comply with any term or condition of this Lease Agreement within 30 days after written notice by the Lessor specifying the nature of the default. If the default is of such a nature that it cannot be completely remedied within the 30 day period, this provision shall be deemed to have been complied with if the Lessee begins correction of the default within the 30 days period and proceeds with reasonable diligence and in good faith to remedy the default as soon as possible thereafter. Time is of the essence; or

(c) The filing by the Lessee of a petition in bankruptcy, the Lessee failing to have dismissed within 60 days a bankruptcy petition filed by Lessee's creditors, the appointment of a receiver for Lessee's assets, or an assignment for the benefit the Lessee's creditors.

14. **Remedies.** Upon the occurrence of an event of default, the Lessor may exercise any one or more of the following remedies:

(a) The Lease may be terminated at the option of the Lessor by giving written notice to the Lessee at the addresses set forth in below. Such notice of termination must contain the following subject line, in bold, underline typeface: NOTICE OF TERMINATION SUBMERGED LANDS LEASE. If the default giving rise to Lessor's termination right is not cured within sixty (60) days after Lessee's receipt (or deemed receipt) of such notice of termination (properly delivered), then this Lease will stand terminated and Lessor may retake possession of the Premises without delay.

(b) Lessor may recover all money damages caused by Lessee's default

(c) Lessor may make any payment or perform any obligation which Lessee has failed to perform in which case Lessor shall be entitled to recover from Lessee all amounts so expended plus interest from the date of expenditure at the rate of one and one half percent per month. Any such payment or performance by Lessor shall not waive Lessee's default.

(d) Lessor may recover all costs of enforcement including reasonable attorneys' fees.

15. **Notices.** Any notice permitted or required under this Lease Agreement shall be in writing and shall be effective when actually delivered in person or two business days after being deposited in the U.S. mail, registered or certified, postage prepaid and addressed to:

If to Lessee:

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

If to Lessor
Board of Commissioners of Public Lands,
P.O. Box 8943
Madison, WI 53708

Either party at any such other address that such party may designate by notice given in accordance with this notice provision.

16. **Non - Waiver.** The failure of either party at any time to require performance of any provision of this Agreement shall not limit that party's right to enforce the provision, nor shall any express waiver of any breach or default be considered a waiver of any subsequent breach or default.

17. **Acknowledgement of Certain Subleases.** Lessor acknowledges that the DNR Findings specifically consider the sublease of a portion of the Premises to the Sturgeon Bay Historical Society for the renovation and use of a historic granary and a sublease to Sarter Marine Towing Company Inc. for another portion of the Premise. Lessor specifically acknowledges and permits the subleases to those entities subject to the other terms of this lease. Other than the foregoing, Lessee shall not sublet or license any portion of the Premises without the prior written approval of the Lessor, which shall not be unreasonably withheld.. No assignment of this Lease Agreement or sublet or license of any portion of the Premises will serve to release Lessee from liability under this Lease Agreement.

18. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected and shall continue in full force and effect.

19. **Certification of Authority.** Each of the individuals executing this Lease Agreement certifies that he or she has been authorized to execute this document on behalf of his or her respective party.

LESSOR:

State of Wisconsin, Board of Commissioners of Public Lands

By: _____
Tom German, Executive Secretary

STATE OF WISCONSIN :
: SS.
COUNTY OF _____ :

Personally came before me this ___ day of _____, 2020, the above-named Tom German, to me known to be the Executive Director of the State of Wisconsin Board of Commissioners of Public Lands and the person who executed the foregoing instrument and acknowledged the same as to the act of that city by its authority.

* _____

Notary Public, State of Wisconsin
My Commission:

*

LESSEE:

City of Surgeon Bay

By: _____
Mayor David J. Ward

By: _____
Stefanie

STATE OF WISCONSIN :
: SS.
COUNTY OF DOOR :

Personally came before me this ___ day of _____, 2020, the above-named David Ward, the mayor of the City of Sturgeon Bay, to me known to be the mayor of that city and the person who executed the foregoing instrument and acknowledged the same as to the act of that city by its authority.

* _____

Notary Public, State of Wisconsin
My Commission:

STATE OF WISCONSIN :
: SS.
COUNTY OF DOOR :

Personally came before me this ___ day of _____, 2020, the above-named Stephanie Reinhardt, the clerk of the City of Sturgeon Bay, to me known to be the clerk of that city and the person who executed the foregoing instrument and acknowledged the same as to the act of that city by its authority.

* _____

Notary Public, State of Wisconsin
My Commission:

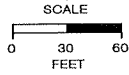
EXHIBIT A

Legal Description: Lake Bed Lease Area

A tract of land located in Government Lot 3 of Section 7, Township 27 North, Range 26 East, City of Sturgeon Bay, Door County, Wisconsin and described as follows.

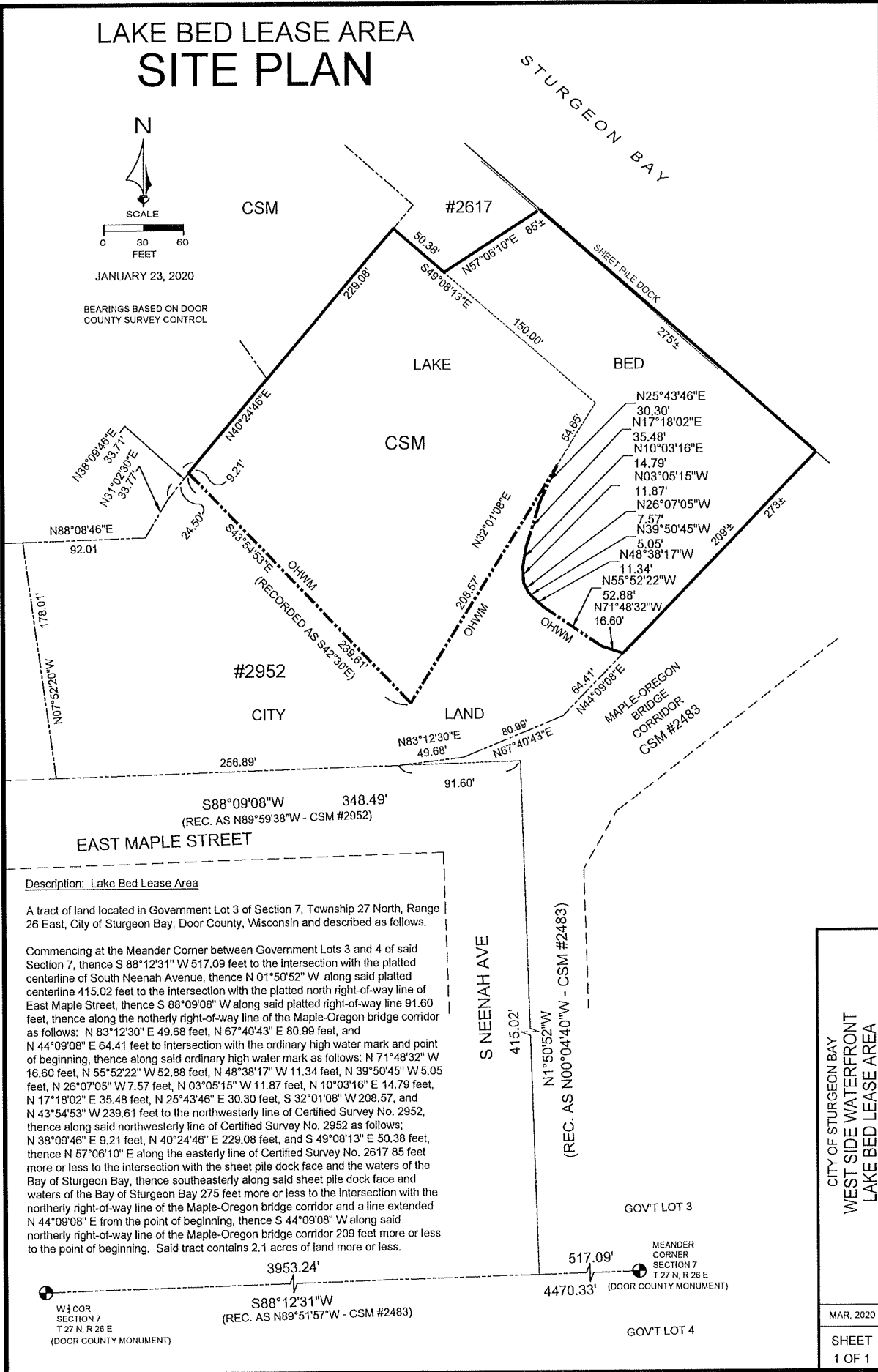
Commencing at the Meander Corner between Government Lots 3 and 4 of said Section 7, thence S 88°12'31" W 517.09 feet to the intersection with the platted centerline of South Neenah Avenue, thence N 01°50'52" W along said platted centerline 415.02 feet to the intersection with the platted north right-of-way line of East Maple Street, thence S 88°09'08" W along said platted right-of-way line 91.60 feet, thence along the northerly right-of-way line of the Maple-Oregon bridge corridor as follows: N 83°12'30" E 49.68 feet, N 67°40'43" E 80.99 feet, and N 44°09'08" E 64.41 feet to intersection with the ordinary high water mark and point of beginning, thence along said ordinary high water mark as follows: N 71°48'32" W 16.60 feet, N 55°52'22" W 52.88 feet, N 48°38'17" W 11.34 feet, N 39°50'45" W 5.05 feet, N 26°07'05" W 7.57 feet, N 03°05'15" W 11.87 feet, N 10°03'16" E 14.79 feet, N 17°18'02" E 35.48 feet, N 25°43'46" E 30.30 feet, S 32°01'08" W 208.57, and N 43°54'53" W 239.61 feet to the northwesterly line of Certified Survey No. 2952, thence along said northwesterly line of Certified Survey No. 2952 as follows; N 38°09'46" E 9.21 feet, N 40°24'46" E 229.08 feet, and S 49°08'13" E 50.38 feet, thence N 57°06'10" E along the easterly line of Certified Survey No. 2617 85 feet more or less to the intersection with the sheet pile dock face and the waters of the Bay of Sturgeon Bay, thence southeasterly along said sheet pile dock face and waters of the Bay of Sturgeon Bay 275 feet more or less to the intersection with the northerly right-of-way line of the Maple-Oregon bridge corridor and a line extended N 44°09'08" E from the point of beginning, thence S 44°09'08" W along said northerly right-of-way line of the Maple-Oregon bridge corridor 209 feet more or less to the point of beginning. Said tract contains 2.1 acres of land more or less.

LAKE BED LEASE AREA SITE PLAN



JANUARY 23, 2020

BEARINGS BASED ON DOOR COUNTY SURVEY CONTROL



Description: Lake Bed Lease Area

A tract of land located in Government Lot 3 of Section 7, Township 27 North, Range 26 East, City of Sturgeon Bay, Door County, Wisconsin and described as follows.

Commencing at the Meander Corner between Government Lots 3 and 4 of said Section 7, thence S 88°12'31" W 517.09 feet to the intersection with the platted centerline of South Neenah Avenue, thence N 01°50'52" W along said platted centerline 415.02 feet to the intersection with the platted north right-of-way line of East Maple Street, thence S 88°09'08" W along said platted right-of-way line 91.60 feet, thence along the northerly right-of-way line of the Maple-Oregon bridge corridor as follows: N 83°12'30" E 49.68 feet, N 67°40'43" E 80.99 feet, and N 44°09'08" E 64.41 feet to intersection with the ordinary high water mark and point of beginning, thence along said ordinary high water mark as follows: N 71°48'32" W 16.60 feet, N 55°52'22" W 52.88 feet, N 48°38'17" W 11.34 feet, N 39°50'45" W 5.05 feet, N 26°07'05" W 7.57 feet, N 03°05'15" W 11.87 feet, N 10°03'16" E 14.79 feet, N 17°18'02" E 35.48 feet, N 25°43'46" E 30.30 feet, S 32°01'08" W 208.57, and N 43°54'53" W 239.61 feet to the northwesterly line of Certified Survey No. 2952, thence along said northwesterly line of Certified Survey No. 2952 as follows: N 38°09'46" E 9.21 feet, N 40°24'46" E 229.08 feet, and S 49°08'13" E 50.38 feet, thence N 57°06'10" E along the easterly line of Certified Survey No. 2617 85 feet more or less to the intersection with the sheet pile dock face and the waters of the Bay of Sturgeon Bay, thence southeasterly along said sheet pile dock face and waters of the Bay of Sturgeon Bay 275 feet more or less to the intersection with the northerly right-of-way line of the Maple-Oregon bridge corridor and a line extended N 44°09'08" E from the point of beginning, thence S 44°09'08" W along said northerly right-of-way line of the Maple-Oregon bridge corridor 209 feet more or less to the point of beginning. Said tract contains 2.1 acres of land more or less.

W1 COR
SECTION 7
T 27 N, R 26 E
(DOOR COUNTY MONUMENT)

S88°12'31"W
(REC. AS N89°51'57"W - CSM #2483)

GOV'T LOT 3

MEANDER
CORNER
SECTION 7
T 27 N, R 26 E
(DOOR COUNTY MONUMENT)

GOV'T LOT 4

CITY OF STURGEON BAY
WEST SIDE WATERFRONT
LAKE BED LEASE AREA

MAR, 2020

SHEET
1 OF 1

EXHIBIT C

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
2984 Shawano Avenue
Green Bay, WI 54313-6727

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



June 16, 2020
(sent electronically via e-mail)

FOR-NE-2020-15-01911

Tom German
Board of Commissioners of Public Lands
125 S. Webster Street, Suite 200
Madison, WI 53703

Joshua Van Lieshout
City of Sturgeon Bay Administrator
421 Michigan Street
Sturgeon Bay, WI 54235

James Kalny
City of Sturgeon Bay Attorney
Davis Kuelthau Attorneys
318 S. Washington Street
Green Bay, WI 54301

Marty Olenjiczak
City of Sturgeon Bay Community Development Director
421 Michigan Street
Sturgeon Bay, WI 54235

Subject: 30.11 Wis. Stats. Findings – City of Sturgeon Bay application for a submerged land lease for areas of parcels 92 and 100.

Dear Mr. German, Mr. Van Lieshout, Mr. Kalny, and Mr. Olenjiczak,

Enclosed please find the Department of Natural Resources Findings required for a submerged land lease under sections 24.39 and 30.11 Wis. Stats., for the proposed submerged land lease for areas of parcels 92 and 100 to allow the relocation of the grain elevator and the provision of public amenities for the public use of the site on the bed of Sturgeon Bay.

If you have any questions, please call me at (715) 416-3827 or email Sarah.Szabo@wisconsin.gov.

Sincerely,

Sarah Szabo
Water Management Specialist

CC: Kay Lutze, Waterways Program Supervisor, DNR
Mike Kowalkowski, Waterways Program Attorney, DNR
Jean Romback-Bartels, Secretary's Director, DNR

DEPARTMENT OF NATURAL RESOURCES FINDINGS PURSUANT TO 30.11 WISCONSIN STATUTES RELATING TO AN APPLICATION FOR A SUBMERGED LAND LEASE TO THE CITY OF STURGEON BAY TO ALLOW THE RELOCATION OF THE GRAIN ELEVATOR AND THE PROVISION OF PUBLIC AMENITIES FOR THE PUBLIC USE OF THE SITE ON THE BED OF STURGEON BAY.

The Department of Natural Resources (Department) has been notified of the proposed Submerged Land Lease (Lease) submitted to the State of Wisconsin Board of Commissioners of Public Lands (Lessor) by the City of Sturgeon Bay (Lessee) as required under Section 24.39 and 30.11, Wis. Stats., and hereby makes these findings.

- A. The City of Sturgeon Bay is the riparian owner of the land located at 92 and 100 West Maple Street in the City of Sturgeon Bay.
- B. The proposed project involves areas of parcels 92 and 100 to allow the relocation of the Teweles and Brandeis Grain Elevator (grain elevator) and the provision of public amenities for the public use of the site.
- C. On April 27, 2020, the Department issued a letter notifying the Door County Clerk, the City of Sturgeon Bay Clerk, and the United States Army Corps of Engineers (USACE) of the application pending review for a submerged land lease on the bed of Sturgeon Bay. The April 27, 2020 letter satisfies the notice requirement under Wis. Stats. 30.11(5). No comments were received in response to the notice.
- D. The Department reviewed the intent to relocate the grain elevator and construct public amenities on areas of parcels 92 and 100 determined to be below the ordinary high water mark, in areas that were historically filled on the bed of Sturgeon Bay. The City of Sturgeon Bay provided a legal description of the lakebed area sought to be leased and the Department concurs that the area described is filled lakebed below the ordinary high water mark. Based on the information submitted, the project serves the traditional public interest by the site remaining open and available to the public with amenities.
- E. The proposed physical changes include:
 1. Maintain dockage for commercial tugboats and the United States Coast Guard.
 2. Relocating the grain elevator to the site.
 3. Public utility operations, improvements, and appurtenances:
 - i. Potable water distribution,
 - ii. Wastewater collection,
 - iii. Storm water collection and treatment,
 - iv. Electrical transmission and distribution,
 - v. Communications transmission (electronic, optical, and radio),
 - vi. Similarly related infrastructure.
 4. Public safety operations and improvements:
 - i. Port security measures and exercises,
 - ii. Firefighting and fire prevention,
 - iii. Lifesaving and other public safety related uses and infrastructure.
 5. Transportation operations and improvements:
 - i. Bicycle and pedestrian walkways, paths, and bicycle racks.
 - ii. Public access drives and parking for motor vehicles.
 6. Recreation operations, improvements, and appurtenances:

- i. Play equipment,
 - ii. Skating rinks,
 - iii. Viewing and fishing areas,
 - iv. Pavilions,
 - v. Seating areas,
 - vi. Picnic areas,
 - vii. Trash receptacles,
 - viii. Public restrooms,
 - ix. Area/Security lighting
 - x. Privately owned and operated event spaces in buildings formerly associated with navigation uses: the grain elevator operated by the Sturgeon Bay Historical Society.
 - 7. Cultural operations, activities, and improvements:
 - i. Display artifacts,
 - ii. Visual and performing art installations,
 - iii. Fairs,
 - iv. Celebrations,
 - v. Markets,
 - vi. Live performances of music, dance, and theatre.
 - 8. Landscaping operations, activities, and improvements:
 - i. Installation, maintenance, and replacement of landscaping features such as planting beds, shrubbery, trees, grasses, and plants.
 - 9. Navigation related operations, activities, and improvements:
 - i. Bulkhead use for commercial dockage, docking, and mooring.
 - ii. Upland and adjacent to the bulkhead, mooring related infrastructure including bollards, utility pedestals (water, electric), grey and black water discharge connections, solid waste (trash and recycling receptacles) service and access areas, and fueling.
 - iii. Indoor and outdoor storage for navigational related uses and activities including storage of mooring lines, toelines, fenders, lubrication, and maintenance and repair equipment and supplies.
- F. The Teweles and Brandeis Grain Elevator is listed on the National Register of Historic Places and has been in Sturgeon Bay since 1901.
- G. Within the boundaries of the submerged land lease area, the Sturgeon Bay Historical Society, a private group, will rehabilitate the Teweles and Brandeis Grain Elevator located and once associated with the grain commodity trade on the Door County Peninsula for a public space.
- H. The grain elevator will have a restroom with exterior doors unlocked 9:00 AM to 7:00 PM or to match City of Sturgeon Bay park hours.
- I. The proposed physical changes will be consistent with the public interest in the navigable waters of Sturgeon Bay provided that the lease includes and requires the Lessee and any sublessee to comply with all the following conditions:
- 1. The relocation of the grain elevator must comply with all applicable remediation and redevelopment regulations, as administered by the Department's Remediation and Redevelopment program. Bruce (BJ) LeRoy, Bruce.Leroy@Wisconsin.gov, is the local contact for the northeast region.

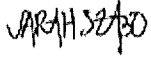
2. All uses and activities in the submerged land lease area shall remain consistent with navigational uses as described in 24.39 Wis. Stats.
3. Upon reasonable notice, the Lessee shall allow access to the project site during reasonable hours to any Department employee who is investigating the project construction, operation, maintenance, or compliance.
4. The lease is valid for a period of no more than 50 years. Any activities to fill, place structures, grade, or conduct any other regulated activity in the area leased will require Department authorization.
5. The City of Sturgeon Bay managed and operated area, to also include restrooms and access to potable water, shall be open to the public for all hours for all days of the week, regardless of private events such as weddings, receptions, reunions, birthdays, etc. Use of the area, restrooms, and access to potable water shall not be restricted beyond what are normal park hours and seasonal operation and maintenance.
6. Any portion of the parking lot located in the submerged land lease area shall be free of charge and shall not be restricted regardless of partial-private or fully private events occurring in the interior of the grain elevator.
7. The grain elevator shall be open three seasons of the year, May through October, and with limited winter hours, November through April, for public events.
8. The interior space of the grain elevator (the "Pavilion") events shall be open to the public at no charge, such as concerts, lectures, demonstrations, education classes, art offerings, shade shelter and gathering spot, and access to restrooms and potable water.
 - i. Shall be open at minimum 10:00 AM to 6:00 PM at least 4 days a week to the public.
 - ii. Shall not charge a fee to the public.
9. The interior space of the grain elevator (the "Pavilion") rental for events that allow partial access to the public shall not inhibit public access and use to restrooms and potable water.
 - i. Partial access to the public events shall not exceed 8 hours per week and distributed over no more than 2 days per week.
 - ii. All rental fees for events shall be used for the preservation of the Teweles and Brandeis Grain Elevator preservation, maintenance, and general operation costs.
10. The interior space of the grain elevator (the "Pavilion") rental for private events and restricted public access shall not inhibit public access and use to restrooms and potable water.

- i. Restricted public access for private events shall not exceed 16 hours per week and distributed over no more than 2 days per week. Limit to one weekend day a week until the hours of 6:00 PM.
 - ii. All rental fees for events shall be used for the preservation of the Teweles and Brandeis Grain Elevator preservation, maintenance, and general operation costs.
11. The restrooms, access to potable water, and the walkway shall be open to the public during uses of the leased area where fees may be charged.
12. Any amendments to the lease shall require the approval of the Department.
13. Any storm water features within the lease area must be approved by the Department writing.
14. The filled lands to be leased are described as a tract of land located in Government Lot 03, Section 07, Township 27 North, Range 26 East, City of Sturgeon Bay, Door County, Wisconsin and described as follows.
 - i. Commencing at the Meander Corner between Government Lots 3 and 4 of said Section 7, thence S 88°12'31" W 517.09 feet to the intersection with the platted centerline of South Neenah Avenue, thence N 01°50'52" W along said platted centerline 415.02 feet to the intersection with the platted north right-of-way line of East Maple Street, thence S 88°09'08" W along said platted right-of-way line 91.06 feet, thence along the northerly right-of-way line of the Maple-Oregon bridge corridor as follows: N 83°12'30" E 49.68 feet, N 67°40'43" E 80.99 feet, and N 44°09'08" E 64.41 feet to intersection with the ordinary high water mark and point of beginning, thence along said ordinary high water mark as follows: N 71°48'32" W 16.60 feet, N 55°52'22" W 52.88 feet, N 48°38'17" W 11.34 feet, N 39°50'45" W 5.05 feet, N 26°07'05" W 7.57 feet, N 03°05'15" W 11.87 feet, N 10°03'16" E 14.79 feet, N 17°18'02" E 35.48 feet, N 25°43'46" E 30.30 feet, S 32°01'08" W 208.57, and N 43°54'53" W 239.61 feet to the northwesterly line of Certified Survey No. 2952, thence along said northwesterly line of Certified Survey No. 2952 as follows; N 38°09'46" E 9.21 feet, N 40°24'46" E 229.08 feet, and S 49°08'13" E 50.38 feet, thence N 57°06'10" E along the easterly line of Certified Survey No. 2617 85 feet more or less to the intersection with the sheet pile dock face and the waters of the Bay of Sturgeon Bay, thence southeasterly along said sheet pile dock face and waters of the Bay of Sturgeon Bay 275 feet more or less to the intersection with the northerly right-of-way line of the Maple-Oregon bridge corridor and a line extended N 44°09'08" E from the point of beginning, thence S 44°09'08" W along said northerly right-of-way line of the Maple-Oregon bridge corridor 209 feet more or less to the point of beginning. Said tract contains 2.1 acres of land more or less.
15. The Department hereby determines on the basis of the findings listed above that the proposed physical changes in the navigable water of Sturgeon Bay as a result of the

execution of a submerged land lease are consistent with the public interest upon compliance with the conditions specified in Finding I.

FOR-NE-2020-15-01911

WISCONSIN DEPARTMENT OF NATURAL RESOURCES

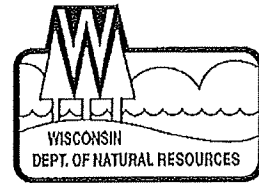


Sarah Szabo
Water Management Specialist

06/16/2020
Date

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
910 Hwy 64 East
Black River Falls WI 54615

Scott Walker, Governor
Dan Meyer, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



**Wisconsin Department of Natural Resources Ruling
Declaring the Location of the Ordinary High Water Mark of Lake Michigan
on the Shore of a Parcel of Land Located at 92 East Maple St. ("Parcel 92")
in the City of Sturgeon Bay, Door County, Wisconsin
January 3, 2019**

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SUMMARY

The Wisconsin Department of Natural Resources ("department") issues this ruling declaring that the Ordinary High Water Mark ("OHWM") on *Parcel 92* (Figure 1) is located at the meander line shown on the 1835 plat map created as part of the United States General Land Office public land survey of Wisconsin and surveyed, located, and mapped by the City of Sturgeon Bay Engineering Department on a Site Plan dated December 6, 2018 (Figure 3). The department applies the Wisconsin legal standards described herein to fulfill the state's affirmative duty under Article IX, Sec. 1 of the Wisconsin Constitution to protect the public trust in navigable waters of the state [*Muench v. Pub. Serv. Comm'n*, 261 Wis. 492, 512 (1952)] and provide consistency and efficiency in state administration of water resource laws (chs. 30 and 31, Wis. Stats.).

BACKGROUND

On February 5, 2018, upon petition and as authorized by s. 227.41, Wis. Stats., the department issued a ruling declaring the location of the OHWM of Lake Michigan along the shore of a parcel of land located at 92 E. Maple St. ("*Parcel 92*") in the City of Sturgeon Bay, Door County, Wisconsin (WDNR, 2018a).

The City of Sturgeon Bay and the Friends of the Sturgeon Bay Public Waterfront, et. al., both filed petitions under s. 227.41(1), Wis. Stats., challenging the department's OHWM ruling. One petitioner asked how the department had located, mapped, and superimposed the 1835 original Gov't. meander line onto the 2014 map of *Parcel 92* that the department used in its 2018 ruling. The department checked the accuracy of the 1835 meander line as located on the 2014 map and concluded the 1835 meander line had been inaccurately located on that map (WDNR, 2018b).

Because its 2018 ruling declaring the location of the OHWM on *Parcel 92* was based on this material factual error, on May 15, 2018, the department withdrew that ruling (WDNR, 2018b). In response to the department withdrawing its ruling, the petitioning parties stipulated to a dismissal of their petitions for judicial review which was so ordered by the Honorable D. Todd Ehlers, Door County Branch 1, Circuit Court Judge on June 8, 2018. The City of Sturgeon Bay and the Friends of Sturgeon Bay Public Waterfront et. al. subsequently conferred and negotiated and now agreed to settle the issue of the location of the meander line/OHWM on *Parcel 92* as declared in this department ruling and as shown on the attached Site Plan (Figure 3).

DISCUSSION

The department's 2018 OHWM ruling (WDNR, 2018a) established the importance of the OHWM in determining the boundary between public lands and privately owned riparian property and described the standard methodology department staff uses to determine the OHWM. The department acknowledges the uncertainty in identifying an OHWM location at *Parcel 92* since the standard method of identifying recognizable physical and biological indicators along the shoreline is impossible to use at this site that has been filled and otherwise manipulated for years. At other Great Lakes shoreline locations with substantial historical fill (e.g., Superior Harbor), the department typically uses the meander line as the starting point for its OHWM determination when the original U.S. Gov't. survey accurately maps the meander line or shoreline (LaValley, 2017).

The department's 2018 OHWM ruling (WDNR, 2018a) discussed the difficulties and uncertainties associated with determining an OHWM at *Parcel 92*. The department determined and still maintains that there is significant uncertainty in concluding that any historical mapped shoreline of this site represents the location of recognizable physical and biological indicators that indicate the OHWM. The Department determined and still maintains that there is also uncertainty regarding whether material from borings at the site should be classified as fill or native materials and whether any fill at this location was placed upon accreted lands, lakebed, or both.

Based on these difficulties and uncertainties, in its 2018 OHWM ruling the department used the 1835 mapped meander line as a starting point for the OHWM location at *Parcel 92* and then adjusted the OHWM location based on purported lower water levels 13 years later at the date of statehood (1848). The department accepts that: 1) there are substantial uncertainties using this approach; and 2) the mapped 1835 meander line was inaccurately located on the map that the department used in its 2018 declaratory ruling (see discussions below).

1) *Uncertainty of adjusting the 1835 meander line to 1848 water levels at the time of statehood*

The department's 2018 OHWM ruling used a provisional approach to estimate the OHWM location at the site on the date of statehood by assuming from available information that when the U.S. Gov't. survey was done (1835) water levels were higher than water levels at the time of statehood (1848). The department hypothesized that the lower 1848 water levels would have caused the water to further recede and the shoreline further extend waterward of the 1835 meander line. How far waterward depends on water level changes, near shore topography, and lake bed bathymetry.

To estimate the location of the 1848 shoreline, the department used shorelines mapped in 1873 and 1888 and recorded water levels to estimate average historic shoreline slopes (Figure 2). The department averaged the 1873 and 1885 historic shoreline slopes and averaged measured May-October water elevations to estimate the location of the 1848 shoreline in reference to the 1835 surveyed meander line (WDNR, 2018a).

Using this approach, the department made assumptions that create a level of uncertainty, including the following:

- The department assumed single monthly water level data used to calculate the shoreline slopes was not collected during extreme weather events that could have changed water levels on a short-term basis;
- The department assumed paleo-water level annual elevations reasonably approximated 1835 water levels and could be used to compare to actual monthly water levels measured and recorded starting in 1861;
- The department assumed it was reasonable to average the distances between the 1835, 1873, and 1885 shorelines laterally along property lines, average the monthly water levels and 1873 and 1885 shoreline slopes, and use the averages to estimate an approximate shoreline slope and shoreline location at statehood (1848);
- The department assumed the mapped 1848 shoreline represented the averaged OHWM based upon averaging two shoreline slopes (the 1873 shoreline slope of 61.86:1 and the 1885 shoreline slope of 31.60:1) to estimate the distance of the 1848 shoreline from the 1835 meander line.

Collectively these assumptions added substantial uncertainty to the department's approach for its 2018 OHWM ruling. The department now finds that simply using the mapped meander line of 1835 as the OHWM at this site significantly reduces the uncertainties associated with estimating an 1848 OHWM location.

2) *Correction of the material factual mapping error of the 1835 U.S. Gov't. survey meander line*

In its 2018 ruling declaring the OHWM location on *Parcel 92* (WDNR, 2018a), the department used a 2014 base map created by the Board of Commissioners of Public Lands (BCPL). BCPL created the map to help department staff locate the approximate OHWM on adjacent *Parcel 100* so the department could decide if it concurred with the OHWM location on *Parcel 100* proposed by the City. The department used the 2014 map to reach concurrence on the *Parcel 100* OHWM.

In drafting its 2018 OHWM ruling for *Parcel 92*, the department also relied upon the 2014 map and its mapped location of the 1835 meander line, and did not independently verify whether the 1835 meander line had been accurately located, superimposed, and mapped onto the 2014 map. After the department issued its 2018 ruling, a petitioner questioned how the department had determined the location of the 1835 meander line on the 2014 map used in its ruling. The department subsequently located the 1835 meander line and compare that location to the meander line location on the 2014 map to ascertain whether the 2014 map accurately located the meander line. The department verified the 1835 meander line as located on the 2014 map was not accurate. On June 15, 2018, the department withdrew its 2018 OHWM ruling due to this material mapping error on the 2014 map.

The department recently received the attached Site Plan dated December 6, 2018, prepared by the City of Sturgeon Bay Engineering Department (Figure 3). The meander line location and bearings on the Site Plan are properly based on the Door County survey control monuments for Section 7, Township 27 North, Range 26 East. The department finds the location and description of the U.S. Gov't. meander line as surveyed and mapped onto the Site Plan by the City of Sturgeon Bay is reliable and accurate. The City and Friends of the Sturgeon Bay Public Water Front, et. al., agree the description and location of the U.S. Gov't. meander line surveyed and mapped on the Site Plan is reliable and accurate and agree that it represents the OHWM location on *Parcel 92* (*letter communication from Atty. Paul Kent dated January 2, 2019*).

DEPARTMENT DECISION

Without physical and biological indicators present to indicate the OHWM location on *Parcel 92*, the issue narrows to the question of what area of *Parcel 92* was lakebed that came into state ownership subject to the public trust at statehood (1848)? The department finds using the location of the 1835 U.S. Gov't. meander line as the location of the OHWM on *Parcel 92* is appropriate because (a) physical and biological indicators are absent; (b) such location is consistent with department standard practices; (c) using the meander line location as the OHWM location minimizes uncertainties regarding the OHWM location; and (d) the petitioning parties now agree the OHWM on *Parcel 92* is properly located at the 1835 meander line as located on the Site Plan (Figure 3).

The Department determines the OHWM at *Parcel 92* as:

The 1835 U.S. Gov't. meander line as located and described by the survey diagram titled "Site Plan" prepared by the City of Sturgeon Bay Engineering Department and dated December 6, 2018 (Figure 3).

The department recognizes extensive public and private resources were expended to determine the location of the OHWM on *Parcel 92* and has strived to make a reasonable decision that protects constitutionally based public interests in the navigable waters of Sturgeon Bay and considers the riparian interests of the City of Sturgeon Bay.

FINDINGS OF FACTS

- 1) On March 8, 2017, the Department received a petition from the Friends of Sturgeon Bay Public Waterfront and six individuals requesting a full hearing and declaratory ruling pursuant to s. 227.41, Wis. Stats., declaring the location of the OHWM on a parcel of property located at 92 East Maple Street in the City of Sturgeon Bay (*Parcel 92*) for the purpose of determining the

extent of the state's property rights under the Public Trust Doctrine and Wisconsin Constitution, Article IX, Sec. 1.

- 2) On February 5, 2018, the department issued a ruling declaring the location of the OHWM on Parcel 92. The City of Sturgeon Bay and Friends of the Sturgeon Bay Public Waterfront et al., both filed petitions under s. 227.41, Wis. Stats., challenging the ruling. On May 15, 2018, the department withdrew the ruling due to a material factual error. In response to the department's withdrawal of its 2018 ruling declaring the location of the OHWM on *Parcel 92*, both petitioning parties stipulated to a dismissal of their petitions for judicial review which the Honorable D. Todd Ehlers, Door County Branch 1, Circuit Court Judge, ordered on June 8, 2018.
- 3) The OHWM is the boundary between riparian owned uplands and the publicly owned beds of natural lakes. It is the boundary of public rights and interest in the waters of navigable streams and lakes. When the water's edge is waterward of the OHWM a riparian owner has a qualified right to exclusively use the land between the actual water's edge and the OHWM. *Doemel v. Jantz*, 180 Wis. 225 (1923).
- 4) The first definition of the ordinary high water mark (OHWM) is found in *Lawrence v. American Writing Paper Co.*, 144 Wis. 556,562 (1911): "... ordinary high water mark. That is the point up to which the presence and action of water is so continuous as to leave a distinct mark by erosion, destruction of vegetation or other easily recognized characteristics."
- 5) Three years later the Supreme Court clarified and expanded the definition of OHWM in *Diana Shooting Club v. Husting*, 156 Wis. 261, 272 (1914): "By ordinary high-water mark is meant the point on the bank or shore up to which the presence and action of the water is so continuous as to leave a distinct mark either by erosion, destruction of terrestrial vegetation, or other easily recognized characteristic."
- 6) The *Diana* court also stated, "And where the bank or shore at any particular place is of such character that it is impossible or difficult to ascertain where the point of ordinary high-water mark is, recourse may be had to other places on the bank or shore of the same stream or lake to determine whether a given stage of water is above or below the ordinary high-water mark."
- 7) Wisconsin common law establishes that the boundaries of navigable waters and their beds are determined based on the location of the OHWM at the time of statehood. See *Diana Shooting Club v. Husting*, 156 Wis. 261 and *Illinois Steel Co. v. Bilot*, 109 Wis. 418, 425(1901) ("title to the beds of all lakes and ponds, and of rivers navigable in fact as well, up to the line of ordinary high-water mark, within the boundaries of the state, became vested in it at the instant of its admission into the Union, in trust to hold the same so as to preserve to the people forever ...").
- 8) Among other incidents of riparian ownership, and to preserve the riparian's access to the water, is the right to the land formed by gradual and natural accretions and uncovered by reliction. *Doemel v. Jantz* 180 Wis. 225 (1923), *Attorney General Ex Rel. Bay Boom Wild Rice and Fur Co.*, 172 Wis. 363 (1920), and *Baldwin v. Anderson*, 40 Wis. 2d 33 (1968). This is true even when the riparian does not have title to the bed. *Roberts v. Rust*, 104 Wis. 619 (1899) and *Boorman v. Summuchs*, 42 Wis. 223 (1877).
- 9) The courts have held that land waterward of the OHWM is land subject to the public trust doctrine and restricted to uses compatible to the public trust or associated with navigation, except as noted in the case of natural accretion. Wisconsin law holds that the filling of submerged lands does not transfer title to the riparian property owner. See *Menomonee River Lumber Co. v. Seidl*, 149 Wis. 316, 320-321 (1912) ("One cannot by building up land or erecting structures in a lake, the title to the bed of which is in the state, thereby extend his possession into the lake and acquire the state's title."). The possession of a deed or federal patent purporting to convey title to lakebed is meaningless for that purpose. *Illinois Steel Co. v. Bilot*, 109 Wis. 418 (1901).

- 10) Parcel 92 is described as being a part of Lot One (1), Block Nine (9), according to the recorded Plat of Harris First Addition and also a part of Lots One (1), Six (6) and Seven (7), Block Eight (8) of Bay View Plat, and all of Lots Two (2), Three (3), Four (4) and Five (5), Block Eight (8), of Bayview Plat, and part of Subdivision 76, all in the Northeast Quarter (NE1/4), Section Seven (7), Township Twenty-seven (27) North, Range Twenty-six (26) East, in the City of Sturgeon Bay, Door County, Wisconsin described as follows:

Commencing at the intersection point of the East line of Neenah Avenue and the North line of Maple Street; thence North 89 deg. 59 min. 38 sec. West, 91.92 feet along the North line of Maple Street to the point of beginning of lands to be described; thence North 13 deg. 34 min. 55 sec. East, 47.11 feet; thence North 33 deg. 52 min. 22 sec. East, 263 feet; thence North 47 deg. 16 min. 59 sec. West, 200.38 feet; thence South 42 deg. 16 min. 00 sec. West, 229.08 feet; thence South 40 deg. 01 min. 00 sec. West, 33.71 feet; thence South 32 deg. 53 min. 44 sec. West, 33.77 feet; thence West 92.01 feet; thence South 06 deg. 01 min. sec. East, 178.01 feet to the North line of Maple Street; thence South 89 deg. 59 min. 38 sec. East, 256.57 feet along said North line to the point of beginning.

- 11) Parcel 92 has the physical address of 92 East Maple Street, Sturgeon Bay, WI 54235 and Tax Parcel Number 281-12-10080101. The City of Sturgeon Bay obtained title to Parcel 92 in 2012 by a special warranty deed from Freedom Bank.
- 12) The City claims title to the parcel of real property located at 100 East Maple Street in the City of Sturgeon Bay formerly known as Tax Parcel No. 281-2415090101, consisting of parts of Document Nos. 318850 and 783268, excepting part of Document No. 580907 ("Parcel 100"). A portion of Parcel 100 is more particularly described as: A parcel of land located in the NE 1/4 of Section 7, T. 27 N., R. 26 E., City of Sturgeon Bay, Door County, Wisconsin, bounded and described as follows:
- Commencing at the intersection point of the east line of Neenah Avenue and the north line of Maple Street, thence N. 89°39'38" W., 91.60 feet along the north line of Maple Street to the point of beginning of lands to be described; thence N85°03'44" E.-- 49.68 feet; thence N69°31'57"E -- 80.99 feet; thence N46°00'22"E -- 64.41 feet to the approximate ordinary high water mark of Sturgeon Bay as determined by the Wisconsin Department of Natural Resources; thence along said ordinary high water mark as follows: N69°57'18"W-- 16.60 feet; thence N54.01'08"W -- 52.88 feet; thence N46°47'03"W -- 11.34 feet; thence N37°S9'31 "W -- 5.05 feet; thence N24°15'51"W -- 7.57 feet; thence N 01°14'01"W -- 11.87 feet; thence N 11°54'30" E -14.79 feet; thence N 19°09'16"E --35.48 feet; thence N27°35'00"E -- 30.30 feet; thence leaving said ordinary high water mark S33°52'22"W -- 209.15 feet; thence S 13°34'55"W -- 47.11 feet to the aforementioned north line of Maple Street; thence S89°59'38" E -- 0.32 feet along said north line to the point of beginning.*
- 13) The department issued a "WDNR Determination of Concurrence with The Approximate Ordinary High Water Mark for the City of Sturgeon Bay West Side Waterfront Project," recorded in the office of the Door County Register of Deeds on October 28, 2014, as Document No. 782928 (the "Concurrence"). The determination concurs in the location of the OHWM for Parcel 100. The area of Parcel 100 landward of the OHWM stated in the Concurrence is owned by the City of Sturgeon Bay. The area of Parcel 100 lying waterward of the OHWM stated in the Concurrence is owned by the State in trust for benefit of the public under the public trust doctrine, Wis. Const., Art. IX, sec. 1, and may not be conveyed to a private party.
- 14) In March 2017, the Door County Circuit Court enjoined the City from making any conveyance of Parcel 92 to a private party (*Friends of the Sturgeon Bay Public Waterfront v. City of Sturgeon Bay*, No. 16-CV -23). The judgment provides that the scope of the injunction is subject to modification following a declaratory ruling by the department determining the location of the OHWM for Parcel 92.
- 15) On August 25 and 26, 2017, notices of public hearing were published on the department's website and in the *Door County Advocate* newspaper, respectively. On September 6, 2017, the department held a public hearing to receive comments, provide information and respond to

clarifying questions regarding the location of the OHWM of Sturgeon Bay at 92 East Maple St. (*Parcel 92*), City of Sturgeon Bay, WI. Thirty-five attendees filled out public hearing appearance slips (Appendix A) and approximately 24 people addressed the hearing examiner.

- 16) The department cannot use the standard method of examining biological and physical indicators on *Parcel 92* to establish an OHWM for that site because such indicators do not exist at this site. Instead, the department considered historic documents, maps, water levels, soil borings, and all public testimony presented at the hearing and in the record of the Door County Circuit Court case incorporated as part of the hearing record.
- 17) The department finds there is significant uncertainty associated with using any historically mapped shoreline as the OHWM due to the large variation in Lake Michigan water levels, the variation in shoreline slopes, and the mapped shoreline's relationship to an OHWM.
- 18) The department finds there is significant uncertainty as to whether fill occurred on accreted land or lake bed on *Parcel 92* and to what extent the described lacustrine or alluvial soil layer extends beneath fill in the area of *Parcel 92*.
- 19) The approach the department used to determine the OHWM on *Parcel 92* is based on the unique facts and information for *Parcel 92* and may not apply to other parcels or cases on the Great Lakes or other water bodies. The department determines the location of the OHWM in each specific case and on each specific site based upon the facts and information available for that site and case.

CONCLUSIONS OF LAW

- 1) The Department of Natural Resources (department), upon petition and as authorized by s. 227.41, Wis. Stats., issues this ruling declaring the location of the ordinary high water mark ("OHWM") of Lake Michigan along the shore of a parcel of land located at 92 E. Maple St. ("*Parcel 92*") in the City of Sturgeon Bay, Door County, Wisconsin
- 2) The public trust doctrine applies with equal force to filled lakebeds even if the filled lakebed area can no longer be navigated. See *State v. Trudeau*, 139 Wis. 2d 91 (1987) ("An area need not be navigable to be lakebed. If the land is part of the navigable lake, then the fact that the specific area cannot be navigated is irrelevant to the state's claim."); *State of Wisconsin v. Public Service Commission*, 275 Wis. 112, 117-19 (1957).
- 3) Filling of lakebed below the OHWM does not change the character of those formerly submerged lands as constitutionally protected trust property. *Diedrich v. Northwestern Union R. Co.*, 42 Wis. 248 (1877).
- 4) The department is responsible under s. 30.10(4)(b), Stats., for determining in conformity with the common law the extent to which *Parcel 92* may consist of filled public lakebed. Determining the extent of public lakebed requires the department to determine the location of the ordinary high water mark that represents the landward boundary or lateral extent of the public lakebed.

DEPARTMENT OF NATURAL RESOURCES RULING

The department hereby declares the Ordinary High Water Mark (OHWM) at *Parcel 92* in the City of Sturgeon Bay and adjacent to Sturgeon Bay, Lake Michigan is the mapped meander line as follows:

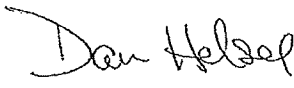
The U.S. Gov't meander line mapped and described by the City of Sturgeon Bay Engineering Department dated December 6, 2018 (Figure 3) as commencing at the Meander Corner between Government Lot 3 and Government Lot 4 of Section 7, Township 27 North, Range 26 East, City of Sturgeon Bay, Door County, Wisconsin,

thence S 88° 12' 31" W 517.09 feet to the intersection with the platted center line of South Neenah Avenue, thence N 01° 50' 52" W along said platted centerline 415.02 feet to the intersection with the platted north right-of-way line of East Maple Street, thence S 88° 09' 08" W along said platted right-of-way line 91.60 feet; thence along the easterly line of Parcel 92 as follows: N 11° 43' 41" E 47.11 feet, and N 32° 01' 08" E 0.58 feet to the intersection with the U.S. Gov't Meander Line and the point of beginning, thence N 43° 54' 53" W along said U.S. Gov't Meander Line 239.61 feet to the northwesterly line of Parcel #92 and the point of termination.

- 1) The department hereby declares the area of *Parcel 92* landward of the OHWM described above is private riparian land.
- 2) The department hereby declares the area of *Parcel 92* waterward of the OHWM described above: (a) is owned by the State in trust for the benefit of the public under the public trust doctrine, Wis. Const., Art. IX, Sec. 1; (b) may not be conveyed to a private party; and (c) may be used only for purposes compatible with the public trust doctrine.

Dated at Black River Falls, Wisconsin, January 3, 2019

STATE OF WISCONSIN, DEPARTMENT OF NATURAL RESOURCES

By 

**DANIEL R. HESSEL, HEARING OFFICER
FIELD INTEGRATION LEADER
OFFICE OF THE SECRETARY**

NOTICE OF APPEAL RIGHTS

If you believe that you have a right to challenge this decision, you should know that Wisconsin Statutes and Wisconsin Administrative Code establish time periods within which requests to review Department decisions must be filed.

For judicial review of a decision pursuant to Sections 227.41(1), 227.52 and 227.53, Wisconsin Statutes, you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate court and serve the petition on the Secretary of the Department. Such a petition for judicial review shall name the Department of Natural Resources as the respondent.

FIGURES

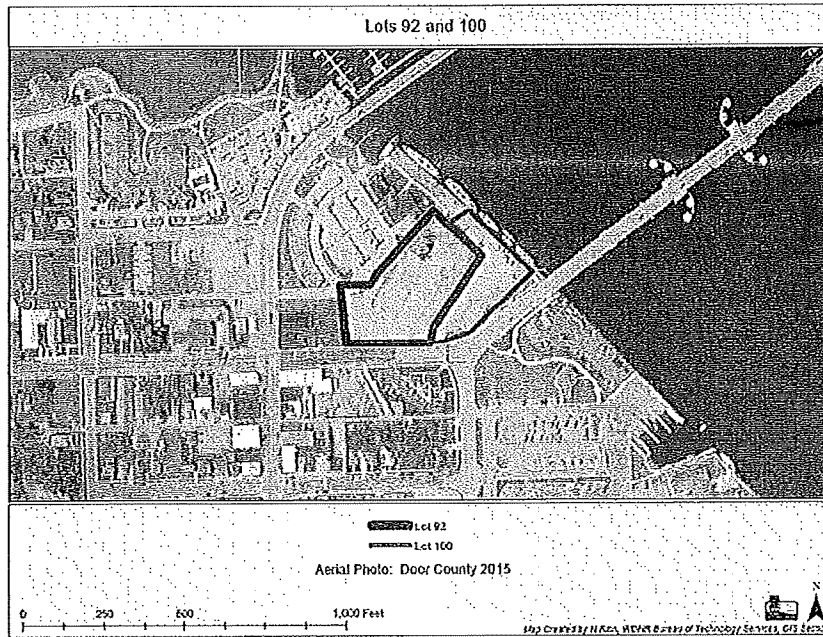


Figure 1. Site Location Map
Location of Parcel 92 and Parcel 100 in the City of Sturgeon Bay, North of Oak Street Bridge.

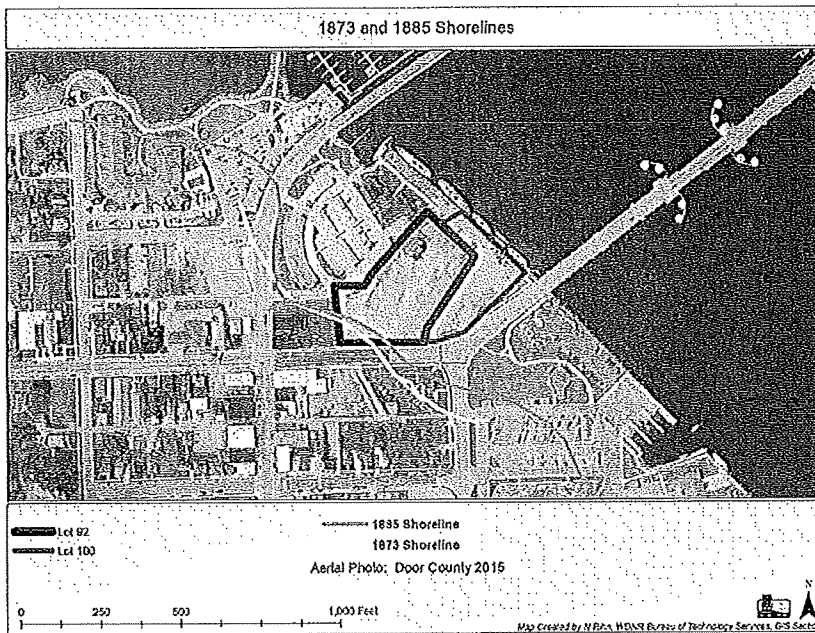


Figure 2. 1873 and 1885 mapped shorelines
The mapped shorelines from the Bay View Plats in 1873 and 1885 shown with Parcel 92 and Parcel 100.

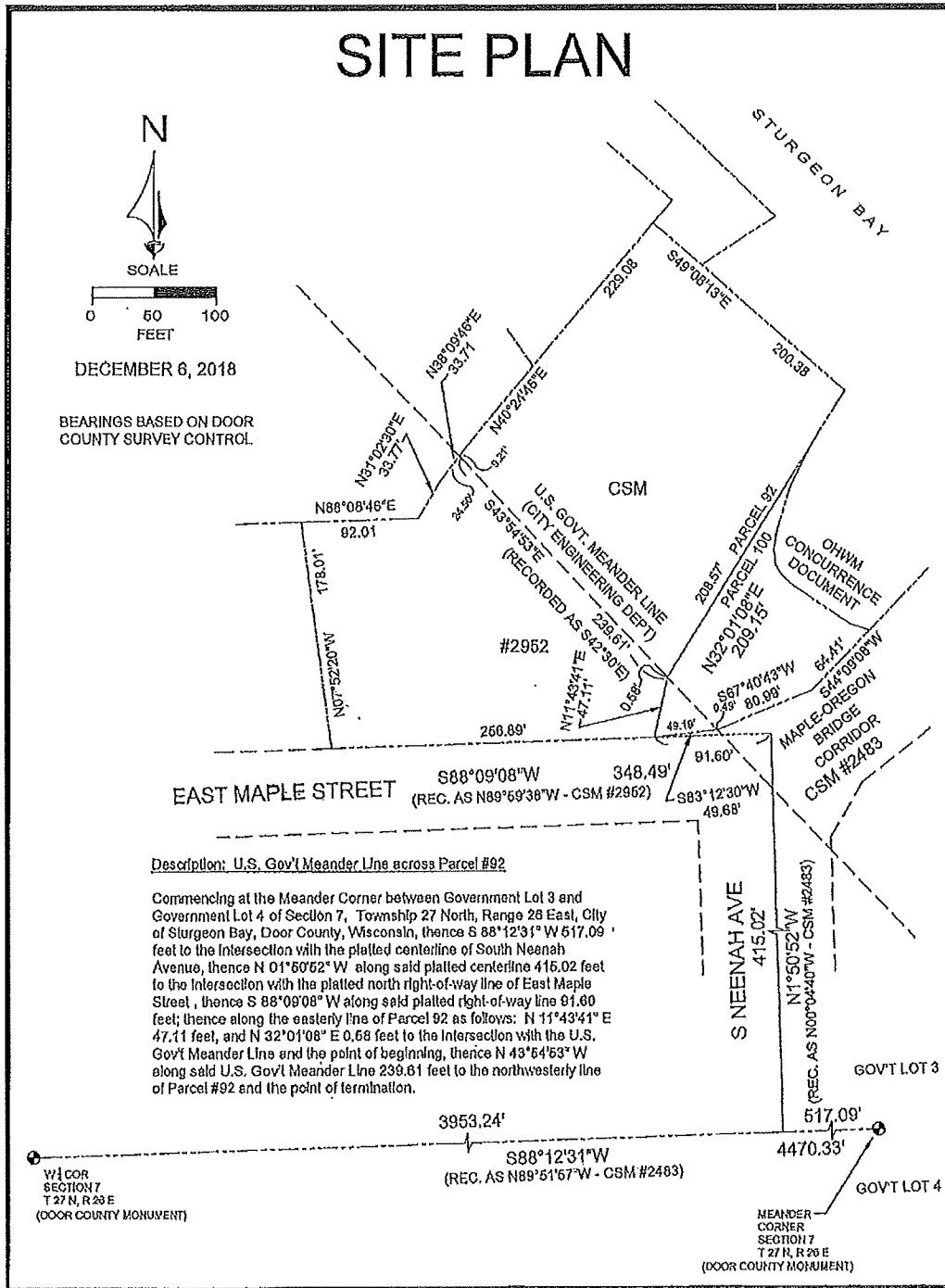


Figure 3. Location of OHWM for Parcel 92 described as the U.S. Gov't Meander Line Location and description of the U.S. Gov't Meander line produced by the City of Sturgeon Bay Engineering Department on December 6, 2018.

REFERENCES

- Bruhn, M. (2014). *WDNR Determination of Concurrence with the approximate Ordinary High Water Mark for the City of Sturgeon Bay West Side Waterfront Project*. Madison, WI: Office of the Secretary, Wisconsin Department of Natural Resources.
- LaValley, S. (2017). *Personal Communication*. Superior, WI: Water Management Specialist, Bureau of Watershed Management, Department of Natural Resources.
- WDNR. (2018a). *Wisconsin Department of Natural Resources Ruling Declaring the Location of the Ordinary High Water Mark of Lake Michigan on the shore of Parcel of Land Located at 92 East Maple St. ("Parcel 92") in the City of Sturgeon Bay, Door County, Wisconsin*. Black River Falls, WI: Wisconsin Department of Natural Resources.
- WDNR. (2018b). *Wisconsin Department of Natural Resources May 15, 2018 Withdrawal of Ruling*. Black River Falls, WI: Wisconsin Department of Natural Resources.

APPENDIX A – PUBLIC HEARING APPEARANCE SLIPS RECORDS

NAME	CITY	ST	COMMENT	ORAL STATEMENT	POSITION
Allmann, Barbara	Sturgeon Bay	WI		Yes	
Andersson, Carri	Sturgeon Bay	WI	(Friends of Sturgeon Bay Waterfront)	Yes	
Anschulz, Paul	Sturgeon Bay	WI		Yes	IO
Ateu, Nancy	Sturgeon Bay	WI	(Friends of Sturgeon Bay Waterfront)	Yes	
Avenson, Kelly	Sturgeon Bay	WI	(representing Sturgeon Bay Historical Society)	Yes	
Brooks, Laurel	Sturgeon Bay	WI		Yes	
Bultman, Robert	Baileys Harbor	WI	(representing Self) <ul style="list-style-type: none"> • Preserve and protect the public trust for the future – the 1873 map is the OHWM. 	No	
Catarozoli, Kelly	Sturgeon Bay	WI	(representing Sturgeon Bay City Council – District 1)	Yes	
Collins, Dan	Sturgeon Bay	WI	(Friends of Sturgeon Bay Waterfront)	Yes	
Ewig, Marianne	Sturgeon Bay	WI	(Friends of Sturgeon Bay Waterfront)	Yes	
Fairchild, Shawn	Sturgeon Bay	WI	(Friends of Sturgeon Bay Waterfront)	Yes	
Finnerty, Kathleen	Sturgeon Bay	WI	(Friends of Sturgeon Bay Waterfront)	Yes	
Frix, Donald Freix	Fish Creek	WI	(Friends of Sturgeon Bay Waterfront)	Yes	
Geers, Sarah	Madison	WI	(Midwest Environmental Advocates)	Yes	
Goehelman, Elliot	Sturgeon Bay	WI		Yes	

Greene, John			(representing City of Sturgeon Bay)	Yes	
Hans, Christian	Sturgeon Bay	WI		No	
Hauser, Laurel	Sturgeon Bay	WI	(representing Self)	Yes	
Hebal, Bill	Sturgeon Bay	WI		Yes	
Herlache, Thomas L.	Sturgeon Bay	WI		Yes	
Huntoon, Lori	Brookfield	WI	(Friends of Sturgeon Bay Waterfront)	Yes	
Kellems, Chris	Sturgeon Bay	WI	(representing Self)	Yes	AIMA
Livingston, Jan	Sturgeon Bay	WI		No	AIMA
Logerquist, Deborah	Sturgeon Bay	WI		No	
Logerquist, Deborah (2)	Sturgeon Bay	WI	Please email the DNR's ruling (IS-ruling that OHWM should be declared to be the 1873 determined OHWM)	No	IS
Malenius, Miriam	Sturgeon Bay	WI		No	
Morkin, Claire	Sturgeon Bay	WI	(Friends of Sturgeon Bay Waterfront)	Yes	
Nesbitt, Randall	Sturgeon Bay	WI	(representing City of Sturgeon Bay)	Yes	AIMA
Olejniczak, Marty	Sturgeon Bay	WI	(representing City of Sturgeon Bay (Comm. Dev. & Waterfront Dev.))	Yes	
Orlock, Mike	Sturgeon Bay	WI	(representing Self)	Yes	
Schabach, Ryan	Hilbert	WI	Protect our waterfront. (Small business representative)	No	
Smith, Larry	Sturgeon Bay	WI		Yes	AIMA

Urban, Robin	Sturgeon Bay	WI	No jurisdiction by the DNR in this hearing	Yes	AIMA
Van Lieshout, Josh	Sturgeon Bay	WI	(representing City of Sturgeon Bay)	No	AIMA
Ward, David J.	Sturgeon Bay	WI	I would like the ruling emailed to be at the above email address. The DNR decision needs to be considered the effect of the St. Lawrence Seaway, built in the 1950s. Subsequent dredging of the St. Clair River lowered (permanently) the level of Lake Michigan/Huron by 10-12 inches-thus altering the historic OHWM.	No	
Weber, Christie	Sturgeon Bay	WI	(Friends of the Public Waterfront)	Yes	
IS= In Support IO-In opposition AIMA= As Interest May Appear					

August 12, 2020

To the Sturgeon Bay Common Council:

The Ice Age Trail is a 1200-mile long hiking trail which has its eastern terminus in Potawatomi Park and extends across Wisconsin, ending on the Minnesota border at the city of St. Croix Falls. The Ice Age Trail is one of only 11 National Scenic Trails in the entire country. It is one of only three located solely within one state.

The Ice Age Trail Alliance is a nonprofit organization dedicated to stewarding, protecting and promoting the Ice Age Trail by connecting people with the Trail, the land and Wisconsin's glacial heritage.

The Ice Age Trail Alliance is a strong proponent of the positive economic impact the Ice Age Trail has on the state of Wisconsin and, specifically, on what are called "Trail Communities." The IATA identifies communities along the Trail that meet certain criteria that make them especially welcoming to hikers and their families. There are currently 13 IATA Trail Communities throughout the state – Lodi, Cross Plains, Verona, Janesville, Delafield, Hartland, Manitowoc/Two Rivers, Whitewater, Slinger, West Bend, Milton, St. Croix Falls and Cornell.

The IATA actively promotes Trail Communities through its excellent website – www.iceagetrail.org – (with an interactive map and links to each community's visitors bureaus), and to its 30,000+ social media followers.

A group of Sturgeon Bay citizens, listed below, began meeting earlier this year to explore the idea of gaining Trail Community status for Sturgeon Bay. We share the following reasons for believing this would be beneficial for our community.

- Interest in hiking the IAT is on the cusp of taking off and becoming popular in a way that will increasingly parallel the nation's two most recognized trails – the Appalachian Trail and the Pacific Crest Trail. As a point of reference, about 5,000 people attempt to thru-hike the Appalachian Trail each year, starting at its southern terminus.
- Sturgeon Bay, as the eastern terminus of the IAT, has a unique opportunity to position itself as a destination for hikers seeking to walk the entire trail. Hikers and their supporters come here to start the hike or to finish it. They need a place to stay and places to eat and obtain supplies.
- Many, many more hikers section- or day-hike the Ice Age Trail – taking a day or a week to walk part of the trail.
- A UW-Whitewater survey estimates 2.4M annual visits to the IAT, 66% by non-residents of the area. The same study estimates the state-wide annual economic impact of the Trail to be \$330,000.
- The Ice Age Trail Alliance is a strong organization with 2,400 active volunteers who logged 83,000 hours last year.
- With the coronavirus pandemic, interest in outdoor recreation has increased significantly nationwide and this has led to increased awareness of the IAT.
- Recently, an ultramarathoner attracted national attention for setting an FKT (fastest known time) record for hiking the entire IAT, ending his hike in Potawatomi Park. This led to articles about him, the trail, and mentions of Sturgeon Bay on CNN, in Outside Magazine, Runner's World and many others.

- October of 2020 marks the 40th anniversary of the Congressional designation of the Ice Age Trail as a National Scenic Trail.
- Sturgeon Bay's new Comprehensive Plan (in draft format) recommends pursuing Trail Community status.

We believe that the Ice Age Trail is ready to experience a dramatic increase in its popularity as a national scenic trail. The Ice Age Trail in 2020 is in a similar position to where the Appalachian Trail was in the 1970s. To highlight what this means, committee member and Sturgeon Bay resident Kevin Quinn recently completed hiking both trails. He was the 200th to complete the IAT but the 20,000th to complete the Appalachian Trail.

The committee members listed below will be working, with help from the IATA staff, to complete and submit a formal application for Trail Community status in the coming weeks. In addition to garnering Council support, the application encourages support from businesses and partnerships with educational facilities, both of which we are pursuing.

The application also requires a one-time fee of \$2,500. In exchange for that fee, accepted communities receive a customizable, community-focused page on the Alliance's website; promotion at IATA-sponsored events across the Upper Midwest; prominent inclusion in the Ice Age Trail Guidebook with more than 1,500 copies sold each year, and help with marketing materials and signage. The Lakeshore Chapter, to which Sturgeon Bay belongs, has indicated it may be willing to provide a kiosk. (A photo of a kiosk at another Trail Community is included in this packet.)

We respectfully request that the City of Sturgeon Bay express its support of the Ice Age Trail and its interest in becoming a Trail Community and agree to provide the one-time \$2,500 application fee.

Thank you for considering this request. Please find attached promotional materials from the IATA as well as letters of support from the following organizations: Crossroads at Big Creek, Destination Sturgeon Bay, Door County Economic Development Corporation, Door County Facilities and Parks Department, Door County Historical Society, Door County Land Trust, Door County Maritime Museum, Sturgeon Bay High School and the Sturgeon Bay Historical Society.

Sincerely,

Sturgeon Bay Ice Age Trail Committee

Members:

Helen Bacon

Spencer Gustafson

Laurel Hauser

Gary Nault

Marty Olejniczak

Kevin Quinn

Carly Sarkis

Mark Schuster

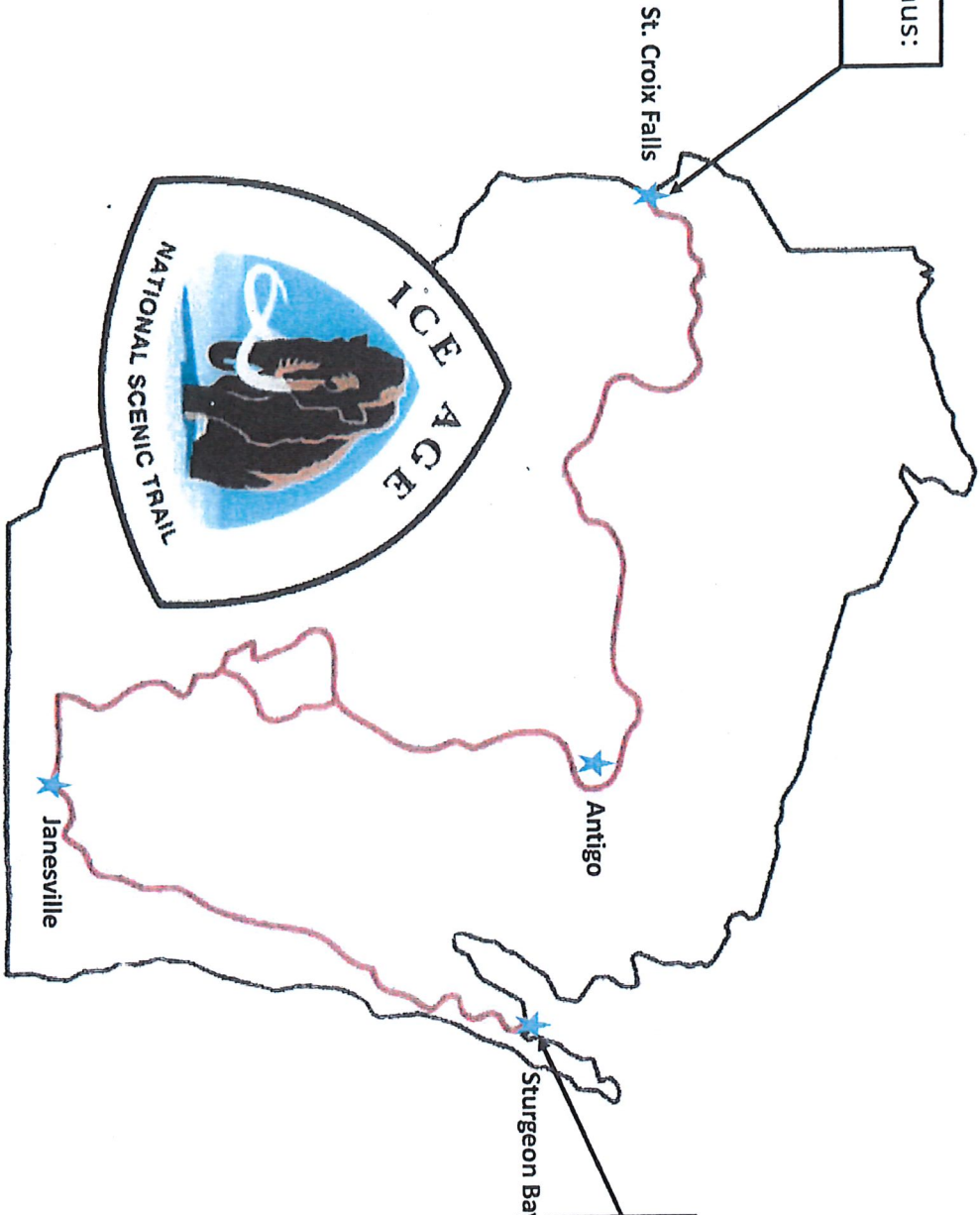
Pam Seiler

Christopher Sullivan-Robinson

Erin Tauscher

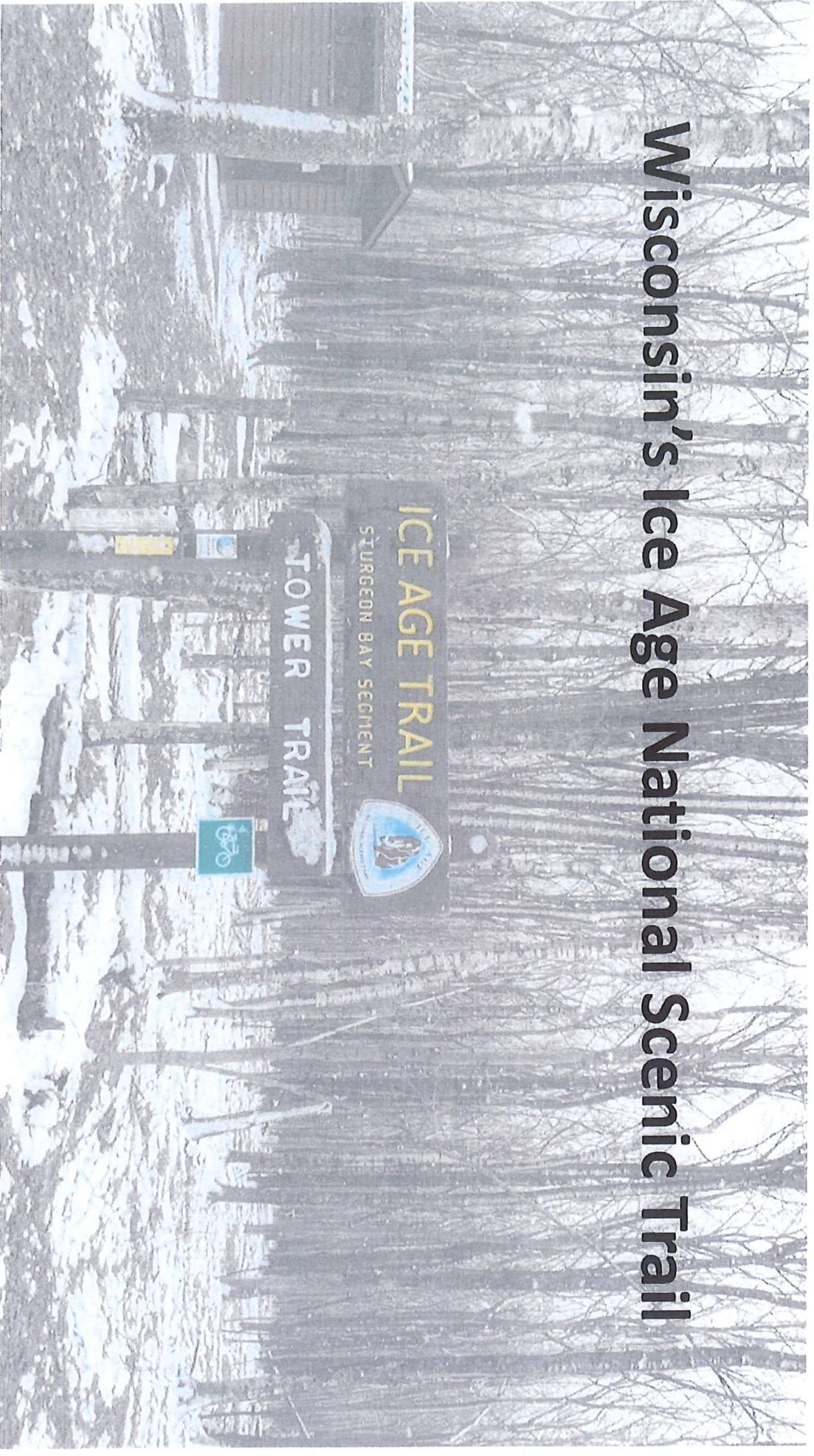


Western Terminus:
St. Croix Falls



Eastern Terminus:
Potowatomi Park
Sturgeon Bay

Wisconsin's Ice Age National Scenic Trail

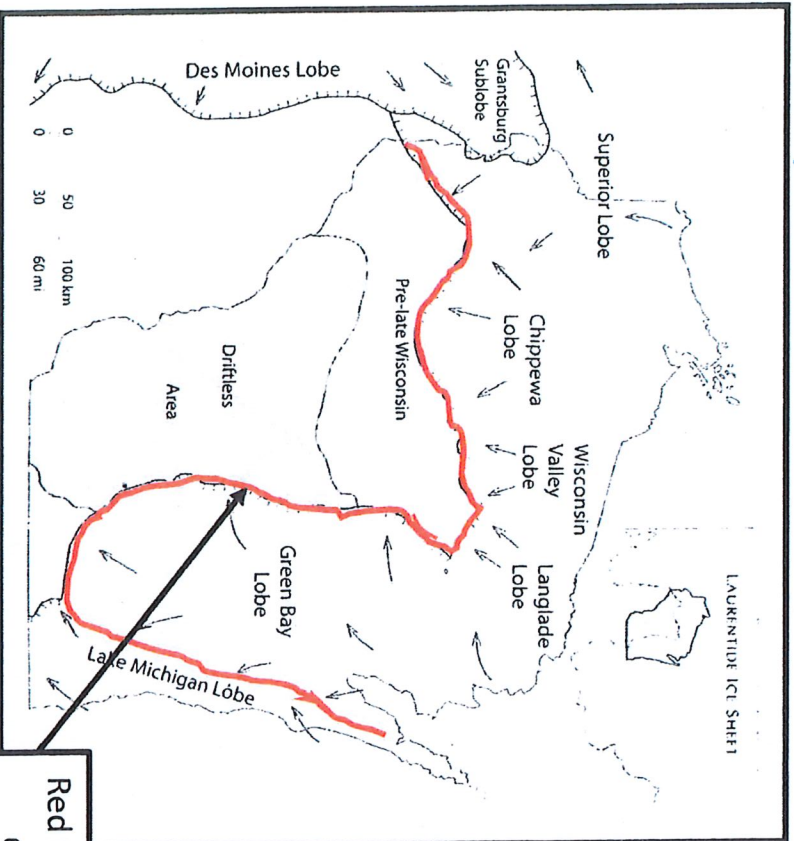


Who manages the Ice Age Trail?



Why the "Ice Age" Trail?

Wisconsin's Last Ice Age ended ~10,000 years ago



Red line denotes maximum extent of glaciation

The Ice Age Trail follows the edge of the maximum extent of glaciation





I was carved by
ancient glaciers
ten thousand years ago.

I wind through *Wisconsin's*
pristine forests and thriving prairies.

I am *rugged and wild*,
home to rushing rivers and rocky ridges,

national forests
and *charming towns*

I have felt the footsteps of
John Muir and daring thru-hikers.

I am the *Badger State's*
Ice Age National Scenic Trail.

Come with me,
and take a walk
through time.



ICE AGE TRAIL SLINGER SEGMENT



ICE AGE TRAIL ALLIANCE

YOU'RE IN AN ICE AGE TRAIL COMMUNITY

Join the Ice Age Trail Alliance community of trail and recreation users. The Ice Age Trail Alliance is a national organization of trail and recreation users. We are currently seeking trail and recreation users to join our community. For more information, visit www.iceagetrail.org.

SLINGER SEGMENT

The Slinger Segment of the Ice Age National Scenic Trail is a 10-mile trail that winds through the Slinger area. It is a great place to enjoy the outdoors and experience the beauty of the Ice Age landscape. For more information, visit www.iceagetrail.org.

SUPPORT THE TRAIL

The Ice Age National Scenic Trail is a 1,200-mile trail that winds through the Ice Age landscape. It is a great place to enjoy the outdoors and experience the beauty of the Ice Age landscape. For more information, visit www.iceagetrail.org.

2019 Annual Report: Achievements of the Ice Age Trail Alliance on Behalf of the Ice Age National Scenic Trail

Ice Age Scenic Trail BY THE NUMBERS

2,376
organization-wide
volunteers

82,880
volunteer hours

3,893 members

50 SCHOOL
DISTRICTS
introduced their
students to the Trail

13
Trail Communities
1
Trail Campus

30,102 social media followers

4,561

students hiked on the Trail
(includes Saunters and
Think Outside initiative)

9
Trailtessa Retreats
introduced

695

women and girls
to the Trail

5 properties
acquired

232 acres protected

48.5 million
forb and grass seeds
were scattered on
the Muir preserve

576
feet of rock wall

8 Mobile Skills Crew events

22,064
feet of tread constructed
(or 5 miles)

1,705
feet of boardwalk,
bridges, puncheon

10 miles of repairs and new signage



WHAT IS AN ICE AGE TRAIL COMMUNITY?

An Ice Age Trail Community

is a place where Ice Age Trail enthusiasts enjoy healthy walks, visit local businesses and take part in events. These communities work hand-in-hand with the Ice Age Trail Alliance to advance the Ice Age Trail, promote the qualities that make each place unique, and provide pathways to community health and well-being. Together, the Ice Age Trail Alliance and Trail Communities promote the unique qualities that make the Trail, and the community it travels through, a meaningful destination.

HOW YOUR BUSINESS CAN GET INVOLVED

- Help the Alliance promote your business through discounts for hikers, store events, and special features
- Use the Ice Age Trail Alliance's web page dedicated to your Ice Age Trail Community to promote your business
- Support local Ice Age Trail events and become part of the promotional efforts for these outings, drawing visitors to your business
- Contact the Ice Age Trail Alliance staff or local volunteers for more information on how to leverage this opportunity



WHAT ARE THE BENEFITS?

- Increased promotion of the community through the Alliance's social media and online presence, reaching upwards of 10,000 potential visitors
- Have direct communication with the 1.25 million annual visitors to the Ice Age Trail
- A customizable, community-focused page hosted on the Alliance's website
- Promote your business during local Ice Age Trail events which host visitors from across the Upper Midwest
- Inclusion in the Ice Age Trail Guidebook, with 1,500 sold each year
- Opportunities for collaboration and promotion with a cadre of Alliance volunteers and staff
- A robust partnership with the Ice Age Trail Alliance



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Laurel Hauser
Interim Executive Director

Coggin Heeringa
Program Director and Naturalist

Nick Lutzke
Land and Facilities Manager

August 9, 2020

Dear Ice Age Trail Alliance,

We are writing to express our support of Sturgeon Bay's application to become an Ice Age Alliance Trail Community.

Crossroads at Big Creek is a nonprofit, 200-acre Learning Center and Nature Preserve located within the city limits of Sturgeon Bay. Our mission is to inspire environmental stewardship in learners of all ages. To that end, we are supportive of all efforts to increase environmental and historical literacy and are grateful for and impressed with the work the Ice Age Trail Alliance is doing in our area and throughout Wisconsin.

Although Crossroads is not technically on the Ice Age Trail, we are connected to the greater Sturgeon Bay trail system. The Ahnapee Trail, north of the shipping canal, connects to our 10 miles of hiking and cross country ski trails. We look forward to being a partner with the Ice Age Trail Alliance in any way we are able, including offering the use of our 85-seat auditorium.

Please count us as enthusiastic backers of your efforts and of Sturgeon Bay's growing interest in and involvement with the Ice Age Trail as a community asset and a local learning opportunity.

Sincerely,

A handwritten signature in blue ink that reads "Laurel Hauser".

Laurel Hauser
Crossroads at Big Creek Interim Executive Director





DESTINATION
STURGEON BAY
DOOR COUNTY

Ensuring a first-class visitor experience, helping local businesses grow, and enhancing Sturgeon Bay's quality of life.

August 6, 2020

Dear Ice Age Trail Alliance,

On behalf of the Board of Directors of Destination Sturgeon Bay and its 225 members, we are writing to express our support of Sturgeon Bay becoming an Ice Age Trail Community.

As a destination marketing organization, we know first-hand the importance of such a designation. We appreciate the work being doing by IATA and look forward to being part of the trail community team.

Sturgeon Bay is known for its vast expanse of trails, preserves, and water and is frequented by many looking for just those things. Under the current conditions presented by the COVID-19 pandemic, we are seeing both residents and guests rediscovering the beauty in wide-open spaces that they may not have been attracted to in the past. As they say, out of every challenge comes an opportunity, and perhaps this is the perfect time for Sturgeon Bay to promote its eastern terminus designation through the Ice Age Trail Community.

In addition, we recognize and appreciate the economic value of becoming an IATC as it benefits Sturgeon Bay and the entire Door County business community. Door County is known as a premier Midwest vacation destination, welcoming over 2 million visitors annually. We look forward to the promotional opportunities that lie ahead for our organization if designated an Ice Age Trail Community and sharing all of the unique benefits of the Ice Age Trail with those we serve.

Please reach out to us with any questions that you might have and thank you for your consideration.

Sincerely,

Pam Seiler
Executive Director

Destination Sturgeon Bay
36 S. 3rd Avenue • Sturgeon Bay, WI 54235 • (920) 743-6246
vacation@sturgeonbay.net • sturgeonbay.net



July 31, 2020

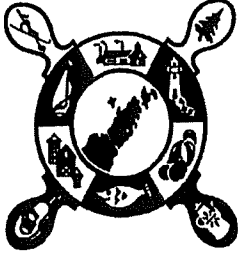
Dear Ice Age Trail Alliance,

We are writing to express our support and endorsement of Sturgeon Bay becoming an Ice Age Trail Community. As the economic development organization serving Door County and its communities, we are strong proponents of the Ice Age Trail and the enhancements it brings to the community as a place to live and work. We are impressed with the quality of work being done by IATA and would be proud to have Sturgeon Bay associated as a Trail Community. We are also interested in future opportunities for partnership if and when they may arise.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve R. Jenkins", is written over a faint circular stamp.

Steve R. Jenkins, CECD
Executive Director



**County of Door
FACILITIES AND PARKS DEPARTMENT**

County Government Center
421 Nebraska Street
Sturgeon Bay, WI 54235

Wayne Spritka
Facilities & Parks Director
(920) 746-2211
Mobil 920-495-2131
wspritka@co.door.wi.us

July 23, 2020

Dear Ice Age Trail Alliance,

On behalf of Door County Facilities & Parks, I am providing this letter in support of the Sturgeon Bay Ice Age Trail Committee's bid to designate Sturgeon Bay as an official Ice Age Trail (IAT) community. With the eastern terminus of the trail being located in Potawatomi State Park, Sturgeon Bay finds itself in a unique situation to capitalize on this potential economic impact. Being designated as an official IAT community will attract hikers from across the region who would then begin or end their journey in Sturgeon Bay.

More than 12,000 years ago, a glacial ice sheet more than 1-2 miles thick carved out the unique and stunning landscapes we see in Door County today. The IAT traces the very edges of this glaciation period, providing stunning views and lasting memories. The more than 1000-mile footpath is entirely within Wisconsin and is one of only eleven National Scenic Trails and attracts more than 2.4 million users per year. Trail usage has increased yearly and only has the potential to increase in future years.

Door County Parks oversees 19 county parks including 13 shoreline parks, 12 miles of state trail system and 3 swimming beaches. The IAT runs along a portion of the Ahnapee Trail from Sturgeon Bay to Maplewood, this designation would not only attract more users but also help to inform current users of the trail's geological significance.

The Door County Parks Department strongly supports the work of the Sturgeon Bay Ice Age Trail Committee and urges all others to support designating Sturgeon Bay as an official Ice Age Trail Community.

Thank you for considering this opportunity.

Sincerely,

Burke Pinney
Door County Parks Manager



Door County Historical Society
PO Box 71 • 130 N. 4th Avenue
Sturgeon Bay, WI 54235
doorcountyhistory@gmail.com • 920-421-2332

August 12, 2020

Ice Age Trail Alliance
PO Box 128
Cross Plains, WI 53528

Dear Ice Age Trail Alliance,

The Door County Historical Society is a membership organization dedicated to keeping history alive for future generations through the collection, preservation, and sharing of the heritage of Door County. We are writing to express our support of Sturgeon Bay becoming an Ice Age Trail Community.

As a local historical society, we are strong proponents of the Ice Age Trail and all it provides to our community. We are impressed with the quality of work being done by IATA and would be proud to have Sturgeon Bay associated as a Trail Community.

We are also interested in future opportunities for partnership and educational opportunities if and when they may arise.

Sincerely,

A handwritten signature in cursive script that reads "Bailey".

Bailey E. Koepsel
Executive Director



Door County Land Trust

Protecting Door County's Exceptional Lands and Waters...Forever

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Cinnamon Rossman

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Julie Schartner

Land Stewardship Coordinator

Thomas Stasiak

Communications Coordinator

Mary Van Dyke

August 4, 2020

Dear Ice Age Trail Alliance,

The Door County Land Trust wholeheartedly supports the City of Sturgeon Bay's inclusion as an Ice Age Trail Community. From its ragged shorelines to its unique boreal forests, the story of Door County is a story steeped in its glacial and geologic history. Sturgeon Bay, being designated as an Ice Age Trail Community, holds both regional and local appeal for tourism, community engagement, and most important, for public education.

Thank you for the opportunity to endorse this designation effort and please know that Door County Land Trust is interested in any opportunities that may further protect and nurture Wisconsin's iconic Ice Age Trail.

Sincerely,

**Tom Clay, Executive Director
Door County Land Trust**





Door County Maritime Museum

Laurel Hauser
Ice Age Trail Alliance
Via email: lduffinhauser@gmail.com

Wednesday, July 29, 2020

Dear Laurel:

I am writing to express the support of the Door County Maritime Museum & Lighthouse Preservation Society, Inc. for the City of Sturgeon Bay to become an Ice Age Trail Community. As an organization dedicated to the preservation and celebration of Door County's history – including geologic history – we are strong proponents of the Ice Age Trail and all it provides to our community.

Since 1969, the Door County Maritime Museum has educated and entertained more than a million visitors while working to preserve and celebrate the rich maritime history of Door County and the Great Lakes. The Museum operates three locations, including the Door County Maritime Museum along the working waterfront in Sturgeon Bay; the iconic 150-year-old Cana Island Lighthouse in Baileys Harbor; and the Death's Door Maritime Museum in Gills Rock.

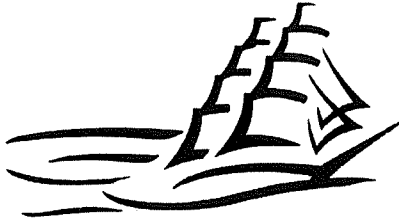
Mission statement: The Door County Maritime Museum & Lighthouse Preservation Society, Inc. preserves Great Lakes maritime history, primarily focusing on Door County, Wisconsin, and provides interpretive and educational opportunities for current and future generations.

We are impressed with the quality of work being done by the Ice Age Trail Alliance and would be proud to have Sturgeon Bay associated as a Trail Community.

We appreciate the opportunity to support your efforts.

Sincerely,

Kevin Osgood
Executive Director



Sturgeon Bay High School

1230 Michigan Street

Sturgeon Bay, Wisconsin 54235-1498

Phone: 920.746.2800 • Fax: 920.746.3888 • www.sturbay.k12.wi.us

Robert Nickel
Principal

Morgan Kiedrowski
Counselor

Jennifer O'Handley
Counselor

Todd Meikle
Athletic Director

July 29, 2020

Dear Ice Age Trail Alliance:

We are writing to express our support of Sturgeon Bay becoming an Ice Age Trail Community. As an educational institution, we are strong proponents of the Ice Age Trail and all it provides to our community. As an educational institution, we fully support any resource focused on encouraging people to enjoy nature and learn about our local history. We are impressed with the quality of work being done by IATA and would be proud to have Sturgeon Bay associated as a Trail Community.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert Nickel', written in a cursive style.

Robert Nickel, Principal

V: 920.746.2802

F: 920.746.3888

E: rnickel@sturbay.k12.wi.us

STURGEON BAY
Historical Society Foundation, INC

P.O. Box 827 | Sturgeon Bay, WI 54235

July 29, 2020

Dear Ice Age Trail Alliance,

We are writing to express our support of Sturgeon Bay becoming an Ice Age Alliance Trail Community.

The Sturgeon Bay Historical Society's mission is to preserve and celebrate structures and features that define our community character and cultural evolution. We do this through advocacy, preservation and education. We are currently working hard to save the Potawatomi Observation Tower, located at the Ice Age Trail's eastern terminus. And, in conjunction with the City of Sturgeon Bay and the Door County Community Foundation, we are preserving the historic Teweles and Brandeis Granary, which is located less than a block from the Trail route in the City's new West Waterfront Park. The Granary is part of the recently adopted West Waterfront Plan, which prominently mentions the Ice Age Trail. As final architectural plans develop for the Granary, it is our intention to highlight the Trail and the history it embodies in interpretive signage and in hiker-friendly amenities. We look forward to working with the IATA more on that in the future.

We are strong proponents of the Ice Age Trail and all it provides to our community. We are impressed with the quality of work being done by IATA and would be proud to have Sturgeon Bay associated as a Trail Community. We are also interested in future opportunities for partnership if and when they may arise.

Sincerely,



Christie Weber
SBHSF President



421 Michigan Street • Sturgeon Bay, WI 54235
 www.sturgeonbaywi.org

RESOLUTION
 of the
 COMMON COUNCIL OF THE CITY OF STURGEON BAY

SUPPORTING RESTORATION OF THE POTAWATOMI STATE PARK OBSERVATION TOWER

WHEREAS, the City of Sturgeon Bay, located on the Door Peninsula is home to over 9,000 permanent residents, the seat of Door County, home to more than 19 individual parks, miles of waterfront walkways, and many miles of shoreline; and

WHEREAS, Potawatomi Park offers 1,200 acres of land with a substantial amount of open space immediately adjacent to the City with views of the bay; many residents enjoy the wonderful amenities afforded by the park year-round including hiking, snowshoeing, cross country skiing, camping, boating, and hunting; and

WHEREAS, the Potawatomi Observation Tower has been an attraction and unique aspect of the park for 88 years, allowing visitors to have an ideal view of the surrounding area; and

WHEREAS, the DNR has inspected the structure, discovered rot in a substantial number of timbers and closed access to the public in December of 2017; in the tower's current condition, it cannot be reopened as it would subject the public to unnecessary risk; and

WHEREAS, a significant local preservation movement is currently afoot to save the tower and has hired an independent timber specialist to assess the viability of the wood in the structure; he stated that much of the wood in the tower remains in good condition; and

WHEREAS, the Town of Nasewaupsee has formally recognized the Potawatomi Observation Tower as a local historic structure located within the Town of Nasewaupsee and Potawatomi State Park and as such the Town has asked the Wisconsin Department of Natural Resources to consider repair of the tower so that it may be available for future generations; and

WHEREAS, no city funds have been requested for the restoration of the tower to address timber rot; and

WHEREAS, this is a unique attraction with an opportunity to repair without dismantling the entire structure, maintaining the historical aspects, minimizing cost, and allowing for a quicker reopening; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Sturgeon Bay, that the City of Sturgeon Bay recognizes the entertainment and attraction value of the 90-year-old Potawatomi State Park Observation Tower and strongly encourages the State of Wisconsin and Wisconsin Department of Natural Resources to repair and reopen the Potawatomi State Park Observation Tower without cost to the city.

ATTEST: _____

Stephanie Reinhardt, Clerk