



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA  
TUESDAY, FEBRUARY 5, 2019  
7:00 P.M.  
COUNCIL CHAMBERS, CITY HALL – 421 MICHIGAN ST  
THAD G. BIRMINGHAM, MAYOR**

1. Call to order.
2. Pledge of Allegiance.
3. Roll call.
4. Adoption of agenda.
5. Public Comment.
6. Consideration of the following bills: General Fund – \$4,368,071.39, Capital Fund - \$15,695.55, Cable TV - \$6,991.83, TID #2 - \$323.00, TID #4 - \$2,772.36, and Solid Waste Enterprise Fund - \$16,526.01 for a grand total of \$4,410,380.17. 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 1/15/19 regular Common Council minutes.

\* b. Approval of the following minutes:

- (1) Finance/Purchasing & Building Committee – 1/8/19
- (2) Community Protection & Services Committee – 1/10/2019
- (3) Board of Public Works – 1/15/19
- (4) City Plan Commission – 1/16/19
- (5) Parking & Traffic Committee – 1/21/19
- (6) Harbor Commission – 1/22/19

\* c. Place the following reports on file:

- (1) Police Department Report – December 2018
- (2) Inspection Department Report – December 2018
- (3) Fire Department Report – December 2018

\* d. Consideration of: Approval of beverage operator license.

\* e. Consideration of: Approval of Temporary Class B Beer and Temporary Class B Wine licenses and Class B Beer and Class C Wine license.

\* f. Parking & Traffic Committee recommendation re: Approve additional signage and roadway painting at the intersection of S. Oxford Ave. and Tacoma Beach Rd., as recommended by staff.

- \* g.     **Parking and Traffic Committee recommendation re: Direct staff to start appraisal process for both the eminent domain and purchasing the whole parcel owned by Tim Ruenger**
  - 8.     **Mayoral appointments.**
  - 9.     **Public Hearing re: Considering an amendment to Chapter 20 of Municipal Code – Zoning Code – to allow structures designated as historic to be exempt from maximum height for a building subject to conditions.**
  - 10.    **First reading of ordinance re: Repeal and recreate Section 20.27(2) of the Municipal Code – Zoning Code – building height for historic structures.**
  - 11.    **Public Hearing re: Considering amendments to Chapter 20 of the Municipal Code – Zoning Code – pertaining to accessory dwelling units.**
  - 12.    **First reading of ordinance repealing and recreating Section 20.03 of the Municipal Code & creating Sections 20.10(2)(c), 20.11(2)(d), 20.12(2)(l), 20.175(2)(p), 20.22(2)(m) of the Municipal Code – Accessory Dwelling Units.**
  - 13.    **Consideration of: Mayoral Veto of Council Action approving Resolution to accept donation of Teweles and Brandeis Grain Elevator with endowment and to enter into a land lease and to request facilitation by the Door County Community Foundation.**
  - 14.    **Consideration of: Development Agreement between City of Sturgeon Bay and Sturgeon Bay Historical Society Foundation Inc. for Teweles & Brandeis Granary.**
  - 15.    **Items to be Included on Future Agendas (New Business).**
  - 16.    **City Administrator report.**
  - 17.    **Committee Chairperson Reports:**
    - a.    **City Plan Commission**
    - b.    **Finance/Purchasing & Building Committee**
    - c.    **Park & Recreation Committee**
    - d.    **Ad Hoc West Waterfront Planning Committee**
  - 18.    **Mayor's comments.**
  - 19.    **Convene in closed session in accordance with the following exemptions:**
    - a.    **Conferring with legal counsel for governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. Wis. Stats. 19.85(1)(g)**

**Consideration of: Settlement Agreement with Friends of the Sturgeon Bay Public Waterfront, Shawn M. Fairchild, Carri Andersson, Linda Cockburn, Russ Cockburn, Kathleen Finnerty and Christy Weber v. City of Sturgeon Bay and Waterfront Redevelopment Authority of the City of Sturgeon Bay.**
    - b.    **Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Wis. Stats. 19.85(1)(e)**

**Consideration of: Development Agreement between City of Sturgeon Bay and Sturgeon Bay Historical Society Foundation Inc. for Teweles & Brandeis Granary.**
- Move to reconvene in open session to take formal action upon preceding subjects of closed session, if appropriate; or to conduct discussion or give further consideration where the subject is not appropriate for closed session consideration. The Council may adjourn in closed session.**

**20. Adjourn.**

**NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.**

Posted:

Date: 2-1-19

Time: 12:00pm

By: MM

CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 02/05/2019

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
GENERAL FUND				
LIABILITIES				
19610	RICHARD STUEWER	01/19 HEALTH PREM REIMB/STUEWR	01-000-000-21530	314.77
TOTAL LIABILITIES				314.77
CITY HALL / FIRE & POLICE STN				
01761	ASSOCIATED TRUST COMPANY	GO REF BOND 12.30.13	01-000-920-70002	152.00
TOTAL CITY HALL / FIRE & POLICE STN				152.00
TOTAL GENERAL FUND				466.77
LAW/LEGAL				
16555	PINKERT LAW FIRM, LLP	12/18 LITIGATION MATTERS-BOES	01-110-000-55010	112.50
16555		12/18 LITIGATION MATTERS	01-110-000-55010	164.50
16555		12/18 LITIGATION M ATTR-KOLSKI	01-110-000-55010	45.00
16555		12/18 TRAFFIC MATTERS	01-110-000-55010	855.00
TOTAL				1,177.00
TOTAL LAW/LEGAL				1,177.00
CITY CLERK-TREASURER				
01766	AURORA MEDICAL GROUP	PRE EMPLOY SCREEN	01-115-000-57100	40.00
03940	STEPHANIE REINHARDT	MILEAGE REIM SHRM MTG/REINHARD	01-115-000-55600	53.41
08463	CNA SURETY	NOTARY PUBLIC/SPITTLEMEISTER	01-115-000-56000	30.00
08463		NOTARY PUBLIC /SPITTLEMEISTER	01-115-000-56000	65.00
13875	MUNICIPAL CODE CORP	CODE SUPPLEMENT PAGES	01-115-000-57050	595.06
17700	QUILL CORPORATION	END TAB FOLDERS	01-115-000-51950	59.90
17700		WALL CALENDAR -CSR	01-115-000-51950	28.98
R0000394	SAFEGUARD BUSINESS SYSTEMS	2500 LASER CHECKS	01-115-000-51600	418.49
R0000394		SHIPPING	01-115-000-51600	32.72
USBANK	US BANK	MEMBER RENEWAL/REINHARDT	01-115-000-56000	65.00
USBANK		2019 GBSHRM REG/REINHARDT	01-115-000-56000	25.00
USBANK		2019 GBSHRM DUES/REINHARDT	01-115-000-56000	65.00
TOTAL				1,478.56
TOTAL CITY CLERK-TREASURER				1,478.56
ADMINISTRATION				
19841	ROTARY CLUB OF STURGEON BAY	2019 1ST QTR DUES/VANLIESHOUT	01-120-000-56000	190.00
USBANK	US BANK	MEAL EXPENSE	01-120-000-56650	93.85
USBANK		MEAL EXPENSE	01-120-000-56650	63.94
USBANK		MEAL EXPENSE	01-120-000-56650	31.17
TOTAL				378.96
TOTAL ADMINISTRATION				378.96



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TIME: 13:51:00  
ID: AP443000.CST

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INVOICES DUE ON/BEFORE 02/05/2019

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
COMPUTER				
USBANK	US BANK	COMPUTER ADAPTERS	01-125-000-55550	35.98
USBANK		CONF ROOM WEBCAM	01-125-000-55550	195.98
TOTAL				231.96
TOTAL COMPUTER				231.96
CITY ASSESSOR				
ASSO APP	ASSOCIATED APPRAISAL	02.05.19 CONTRACT	01-130-000-55010	1,333.33
TOTAL				1,333.33
TOTAL CITY ASSESSOR				1,333.33
BUILDING/ZONING CODE ENFORCEMT				
SAFEUIL	SAFE BUILT	12/18 PERMITS	01-140-000-55010	7,427.66
SAFEUIL		12/18 PLAN REVIEW FEES	01-140-000-55010	1,487.50
TOTAL				8,915.16
TOTAL BUILDING/ZONING CODE ENFORCEMT				8,915.16
MUNICIPAL SERVICES ADMIN.				
03133	CELLCOM WISCONSIN RSA 10	12/18 CHAD CELL SVC	01-145-000-58250	65.32
04575	DOOR COUNTY HARDWARE	PAINT	01-145-000-54999	28.99
04575		PAINT	01-145-000-54999	26.99
USBANK	US BANK	UW WIS CONTINUE ED COURSE	01-145-000-55600	1,095.00
TOTAL				1,216.30
TOTAL MUNICIPAL SERVICES ADMIN.				1,216.30
PUBLIC WORKS ADMINISTRATION				
03133	CELLCOM WISCONSIN RSA 10	12/18 STEVE CELL SVC	01-150-000-58250	31.40
03133		12/18 MIKE CELL SVC	01-150-000-58250	43.68
TOTAL				75.08
TOTAL PUBLIC WORKS ADMINISTRATION				75.08
CITY HALL				
03159	CHARTER COMMUNICATIONS	01/19 FIRE CABLE SVC	01-160-000-58999	119.98
04575	DOOR COUNTY HARDWARE	MAGNETIC BIT HOLDER	01-160-000-52700	6.99
04575		PHOTO BATTERY/THREAD SEAL TAPE	01-160-000-51400	18.77
04575		HOSE MEND, HOOKS	01-160-000-52700	20.75
19880	STURGEON BAY UTILITIES	421 MICHIGAN ST	01-160-000-56150	2,056.19

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GENERAL FUND				
19880		421 MICHIGAN ST	01-160-000-58650	159.42
23730	WPS	CITY HALL-MICH ST	01-160-000-56600	2,077.82
KONE	KONE INC.	2019 MAINTENANCE CONTRACT	01-160-000-58999	1,676.88
MEUW	MUNICIPAL ELECTRIC UTILITIES	MSDS ONLINE FEES-CITY HALL	01-160-000-58999	225.00
SUPERIOR	SUPERIOR VISION INSURANCE	CASE ODOR NEUTRALIZER	01-160-000-51850	123.45
SUPERIOR		SHIPPING	01-160-000-51850	16.03
VIKING	VIKING ELECTRIC SUPPLY, INC	1 FLAT LED PANEL	01-160-000-55300	77.77
VIKING		LIGHT & WIRE NUTS	01-160-000-55300	30.95
VIKING		LIGHTS/BUTTON & WIRE NUTS	01-160-000-55300	125.21
WARNER	WARNER-WEXEL WHOLESALE &	PAPER TOWELS	01-160-000-51850	54.35
WARNER		CLEANER	01-160-000-51850	56.90
WARNER		PAPER TOWELING	01-160-000-51850	49.46
WARNER		PAPER PRODUCTS	01-160-000-51850	30.46
TOTAL				6,926.38
TOTAL CITY HALL				6,926.38
INSURANCE				
MCCLONE	MCCLONE AGENCY, INC	' 98 LADDER TRUCK CREDIT	01-165-000-55200	-382.00
MCCLONE		GOVT ENTITY CRIME	01-165-000-55450	1,530.00
MCCLONE		01/19 POLICE LIAB	01-165-000-56400	1,289.00
MCCLONE		01/19 PUBLIC OFFICIAL	01-165-000-57400	1,235.00
MCCLONE		01/19 AUTO LIAB	01-165-000-55200	1,908.00
MCCLONE		01/19 AUTO PHY DAMAGE	01-165-000-55200	1,887.00
MCCLONE		02/19 AUTO PHY DAMAGE	01-165-000-55200	1,887.00
MCCLONE		02/19 AUTO LIAB	01-165-000-55200	1,908.00
MCCLONE		02/19 PUBLIC OFFICIAL	01-165-000-57400	1,235.00
MCCLONE		02/19 POLICE LIAB	01-165-000-57150	1,289.00
MCCLONE		02/19 GEN LIAB	01-165-000-56400	3,253.00
MCCLONE		01/19 WORK COMP	01-165-000-58750	10,707.00
MCCLONE		02/19 WORK COMP	01-165-000-58750	10,708.00
MCCLONE		01/19 GEN LIAB	01-165-000-56400	3,253.00
MUN PROP	MUNICIPAL PROPERTY INSURANCE	PROPERTY INSURANCE	01-165-000-57350	30,358.00
TOTAL				72,065.00
TOTAL INSURANCE				72,065.00
GENERAL EXPENDITURES				
08167	GANNETT WISCONSIN NEWSPAPERS	ORD 1350 PUBLICATION	01-199-000-57450	13.65
08167		SPRING ELECTION NOTICE	01-199-000-57450	36.57
08167		ORD 1352 PUBLICATION	01-199-000-57450	103.39
MEUW	MUNICIPAL ELECTRIC UTILITIES	2019 1ST QTR SAFETY PROGRAM	01-199-000-55605	3,413.48
QUARLES	QUARLES & BRADY, LLP	GO PROM NOTE 11.6.18	01-199-000-58999	9,000.00
QUARLES		GO PROM NOTE 11.6.18	01-199-000-58999	5,800.00
STATEEMP	DEPT OF ADMINISTRATION	FIN DIRCT JOB POST ADVERT	01-199-000-57450	175.00
TOTAL				18,542.09
TOTAL GENERAL EXPENDITURES				18,542.09

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-----				
GENERAL FUND				
POLICE DEPARTMENT				
19206	SCHWAAB, INC.	2 SBPD ADDRESS STAMPERS	01-200-000-51950	56.50
22800	WALMART COMMUNITY	CD SLEEVES	01-200-000-51950	9.97
22800		OFFICE SUPPLY	01-200-000-51950	2.77
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	ASSRTED OFFICE SUPPLIES	01-200-000-51950	50.34
BUBRICKS		ASSORTED OFFICE SUPPLIES	01-200-000-51950	81.79
STAPLES	WISCONSIN DOCUMENT IMAGING LLC	4939 BLACK COPIES	01-200-000-51600	59.76
STAPLES		761 COLOR COPIES	01-200-000-51600	27.62
US BANK	US BANK EQUIPMENT FINANCE	RICOH COPIER	01-200-000-55650	167.00
US BANK		PROPERTY DAMAGE SURCHARGE	01-200-000-55650	27.02
US BANK		YEARLY PROPERTY TAX	01-200-000-55650	165.86
USBANK	US BANK	BUSINESS CARDS/HAJNY	01-200-000-51600	14.74
USBANK		DOT MATRIX PRINTER	01-200-000-51950	414.02
USBANK		THERMAL LAMINATOR	01-200-000-51950	169.30
USBANK		HOTEL DEP/PORTER	01-200-000-55600	141.98
USBANK		CREDIT HOTEL DEP	01-200-000-55600	-116.98
USBANK		2019 DUES/MOCIS/SBPD	01-200-000-55600	150.00
USBANK		ADAPTER SQD 40 TOUGHBOOK	01-200-000-55500	110.91
USBANK		WI CHIEF POLICE RENEW/BRNKMEN	01-200-000-56000	80.00
USBANK		FBI LEEDA MMBR RENWAL/BRNKMEN	01-200-000-56000	50.00
TOTAL				1,662.60
TOTAL POLICE DEPARTMENT				1,662.60
POLICE DEPARTMENT/PATROL				
02005	BAY ELECTRONICS, INC.	10 RADIO BATTERIES	01-215-000-57550	1,300.00
02005		RADIO INSTALL INV MIELKE VEH	01-215-000-58600	775.90
03133	CELLCOM WISCONSIN RSA 10	12/18 CELLPHONES	01-215-000-58250	968.74
03133		12/18 MIFI WIRELESS ROUTERES	01-215-000-58250	335.68
04590	HUMANE SOCIETY	2019 1ST QTR ANML CONTROL	01-215-000-55100	3,863.75
04696	DOOR COUNTY TREASURER	UNLEAD FUEL	01-215-000-51650	2,571.59
14875	NWTC GREEN BAY	LESB SCENARIO INSTRCTR/ALBERTSN	01-215-000-55600	180.00
19880	STURGEON BAY UTILITIES	SUNSET PRK BOAT LAUNCH	01-215-000-56150	11.21
19880		110 NEENAH AVE CAMERA	01-215-000-56150	11.30
19880		SHORECREST RD CAMERA	01-215-000-56150	8.63
19959	SUPERIOR CHEMICAL CORP	VEH WASH/WAX SOLUTION	01-215-000-58550	102.54
23640	WISCONSIN DEPT OF JUSTICE	3 TIME ACCESS CHARGES	01-215-000-58999	150.00
23640		21 OFFICER SUPPORT CHARGE	01-215-000-58999	252.00
ADVAUTO	GENERAL PARTS DISTRIBTION LLC	BATTERY	01-215-000-58600	132.54
ADVAUTO		BATTERY CORE RETURN	01-215-000-58600	-22.00
AXON	AXON ENTERPRISES, INC.	3 TASER BATTER PACKS	01-215-000-51050	186.00
DEERCREE	DEER CREEK TECHNOLOGIES	2019 DOC MANAGE SOFTWARE	01-215-000-58999	375.00
HOUGAARD	CHAD HOUGAARD	DEPT LAB COAT REIMB/HOUGAARD	01-215-000-52900	27.43
JENNERJO	DEREK JENNERJOHN	TRNING MEAL EXPNSE/JENNERJOHN	01-215-000-55600	10.71
JENNERJO		TRNING MEAL EXPNSE/JENNERJOHN	01-215-000-55600	16.12
JENNERJO		TRNING MEAL EXPNSE/JENNERJOHN	01-215-000-55600	10.13
JENNERJO		TRNING MEAL EXPNSE/JENNERJOHN	01-215-000-55600	8.65
JENNERJO		TRNING MEAL EXPNSE/JENNERJOHN	01-215-000-55600	13.00
JENNERJO		TRNING MEAL EXPNSE/JENNERJOHN	01-215-000-55600	11.90
JENNERJO		TRNING MEAL EXPNSE/JENNERJOHN	01-215-000-55600	16.12
JENNERJO		TRNING MEAL EXPNSE/JENNERJOHN	01-215-000-55600	16.72
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	NEW SQUAD TIRES	01-215-000-52850	2,483.19
JIM FORD		FORD ESCAPE MAINTENANCE	01-215-000-58600	792.12
MEUR	MUNICIPAL ELECTRIC UTILITIES	MSDS ONLINE FEES-POLICE DEPT	01-215-000-58999	225.00

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INVOICES DUE ON/BEFORE 02/05/2019

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
PRECAUTO	PRECISION AUTO GLASS	WINDSHIELD REPAIR/ESCAPE	01-215-000-58600	50.00
USBANK	US BANK	FUEL	01-215-000-51650	6.00
USBANK		CHAINSAW CHAIN-	01-215-000-58600	40.95
USBANK		TASER & CARTRIDGE MAG	01-215-000-51050	1,208.00
USBANK		BATTERIES & SWITCH	01-215-000-51050	151.80
USBANK		OUT OF TOWN FUEL	01-215-000-51650	28.50
USBANK		CLIMATE CONTROL/EMER VEHICLE	01-215-000-58600	529.99
USBANK		FUEL	01-215-000-51650	11.88
USBANK		TRAINING MEAL -4 OFFICERS	01-215-000-55600	54.53
USBANK		ICLOUD MONTHLY STORAGE	01-215-000-58250	0.99
USBANK		5 CELLPHONES	01-215-000-58250	499.75
USBANK		5 OTTER BOXES-CELLPHONES	01-215-000-58250	198.80
USBANK		CONF REG/HAACK	01-215-000-55600	175.00
WIEGANDM	MICHELLE SNOVER	TRNING MEAL EXPNSE/SNOVER	01-215-000-55600	8.20
WIEGANDM		TRNING MEAL EXPNSE/SNOVER	01-215-000-55600	12.45
WIEGANDM		TRNING MEAL EXPNSE/SNOVER	01-215-000-55600	10.32
WIEGANDM		TRNING MEAL EXPNSE/SNOVER	01-215-000-55600	13.29
WIEGANDM		TRNING MEAL EXPNSE/SNOVER	01-215-000-55600	23.50
WIEGANDM		TRNING MEAL EXPNSE/SNOVER	01-215-000-55600	14.14
WIEGANDM		TRNING MEAL EXPNSE/SNOVER	01-215-000-55600	14.50
WIEGANDM		TRNING MEAL EXPNSE/SNOVER	01-215-000-55600	12.20
WIEGANDM		TRNING MEAL EXPNSE/SNOVER	01-215-000-55600	13.40
WIEGANDM		TRNING MEAL EXPNSE/SNOVER	01-215-000-55600	16.72
WIEGANDM		PARKING EXPNSE/SNOVER	01-215-000-55600	76.00
TOTAL				18,004.88
TOTAL POLICE DEPARTMENT/PATROL				18,004.88
POLICE DEPT. / INVESTIGATIONS				
ACCURINT	LEXISNEXIS RISK SOLUTIONS	12/18 CONTRACT FEE	01-225-000-57950	105.00
LOFGREN	BRYAN LUGREN EXCAVATING, INC	TRAILER RENTL-R PIERCE BELONGS	01-225-000-57950	1,500.00
NECROSEA	NECROSEARCH INTERNATIONAL	EXPENSES/CJP INVESTIGATION	01-225-000-57950	2,235.43
USBANK	US BANK	US MESQUITE DECK LOG/CJP INVES	01-225-000-57950	376.80
USBANK		2 DATA CARTRIDGES	01-225-000-51500	54.30
USBANK		TV WALL MOUNT/ROKU TV	01-225-000-51500	239.99
TOTAL				4,511.52
TOTAL POLICE DEPT. / INVESTIGATIONS				4,511.52
FIRE DEPARTMENT				
02005	BAY ELECTRONICS, INC.	RADIO REPAIR PARTS	01-250-000-57550	52.46
04696	DOOR COUNTY TREASURER	12/18 FUEL	01-250-000-51650	802.66
06650	GALLS, AN ARAMARK COMPANY	UNIFORMS	01-250-000-52900	39.53
06650		UNIFORMS	01-250-000-52900	35.88
06650		UNIFORMS	01-250-000-52900	122.45
06650		UNIFORMS	01-250-000-52900	65.83
06650		UNIFORMS	01-250-000-52900	39.54
16570	PIONEER FIRE COMPANY	UNIFORMS	01-250-000-52900	134.00
19880	STURGEON BAY UTILITIES	92 E MAPLE STREET	01-250-000-56675	5.20
19880		MARTIN PARK BATHROOM	01-250-000-56675	5.20

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
19880		421 MICHIGAN ST	01-250-000-56675	118.00
19880		TRUCK FILL	01-250-000-56675	41.00
19880		MEM FLD SPRINKLER	01-250-000-56675	42.00
19880		MEM FLD WARMING HOUSE	01-250-000-56675	42.00
19880		SALT SHED	01-250-000-56675	5.20
19880		CITY GARAGE	01-250-000-56675	42.00
19880		GARLAND PARK	01-250-000-56675	5.20
19880		SUNSET CONSN CNTR	01-250-000-56675	42.00
19880		FRANK GRASSE MEM SHELTER	01-250-000-56675	13.00
19880		OTUMBA PARK	01-250-000-56675	5.20
19880		WEST SIDE WARMING HOUSE	01-250-000-56675	5.20
19880		WEST SIDE FIRE STATION	01-250-000-56675	42.00
19880		WEST SIDE FIRE STATION	01-250-000-56150	126.36
19880		38 S NEENAH AVE PAVILLION	01-250-000-56675	5.20
19880		38 S NEENAH AVE RSTRM	01-250-000-56675	26.00
19880		JAYCEE BALLFLD STAND	01-250-000-56675	13.00
19880		JACYCEE BALLFLD SPRINKLER	01-250-000-56675	42.00
19880		WEST SIDE BALLFLD LITES	01-250-000-56675	26.00
19880		GIRLS LITTLE LEAGUE	01-250-000-56675	42.00
19880		FIRE PROTECTION	01-250-000-56675	8,720.75
19880		WARNING SIREN	01-250-000-56150	8.24
19880		QUINCY ST-BALLFLD	01-250-000-56675	42.00
19880		MADISON AVE SPRINKLER	01-250-000-56675	13.00
19880		PENNSYLVANIA ST DOCK	01-250-000-56675	13.00
19880		GREEN BAY RD SIREN	01-250-000-56150	15.45
19880		EAST SIDE DOCK	01-250-000-56675	5.20
19880		COVE RD/CANAL RD SIREN	01-250-000-56150	14.27
19880		1ST AVE MARINA/RSTRM	01-250-000-56675	42.00
19880		CITY PKG RAMP	01-250-000-56675	5.20
19880		48 KENTUCKY ST DOCK	01-250-000-56675	13.00
19880		KENTUCKY ST CITY MARINA	01-250-000-56675	42.00
19880		SIGN SHED	01-250-000-56675	5.20
19880		CHERRY BLOSSOM PARK	01-250-000-56675	13.00
19880		VACANT LOTS-QTRLY BILL	01-250-000-56675	904.80
19880		CLAY BANKS SIREN	01-250-000-56150	15.59
19880		1048 EGG HRBR RD	01-250-000-56675	5.37
23730	WFS	WS FIRE-656 S OXFORD AVE	01-250-000-56600	288.53
BADGERTR	BADGER TRAILER	TRAILER DOOR	01-250-000-53000	700.00
BREATH	SUB-AQUATICS, INC	CASCADE REPAIR	01-250-000-56250	313.18
MEUW	MUNICIPAL ELECTRIC UTILITIES	MSDS ONLINE FEES-FIRE DEPT	01-250-000-52350	225.00
PORT	WEST MARINE PRO	ROPE CUTTER	01-250-000-51350	62.98
PREVEA	PREVEA HEALTH WORKMED	EMPLOYEE TEST	01-250-000-57100	25.20
USBANK	US BANK	MONTHLY DATA	01-250-000-58250	271.13
USBANK		UNIFORM	01-250-000-52900	200.03
USBANK		UNIFORM	01-250-000-52900	242.25
USBANK		STATION FUEL	01-250-000-51650	14.59
USBANK		2019 JOURNAL	01-250-000-51950	31.26
USBANK		FUEL	01-250-000-51650	35.41
USBANK		UNIFORM	01-250-000-52900	272.45
USBANK		TOOLS	01-250-000-52700	570.31
USBANK		TOOLS	01-250-000-52700	379.00
USBANK		CARPET CLEANER PARTS	01-250-000-51350	20.68
USBANK		STATION FUEL	01-250-000-51650	16.98
USBANK		CPR EQUIP	01-250-000-52350	805.00
USBANK		OFFICE SUPPLIES	01-250-000-51950	131.02
USBANK		WASH PARTS/SOAP	01-250-000-54999	447.05

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
USBANK		JACK REPAIR	01-250-000-54999	41.90
USBANK		2019 FDIC REG	01-250-000-55600	2,427.80
USBANK		CPR TRAINING	01-250-000-55600	153.42
TOTAL				19,539.35
TOTAL FIRE DEPARTMENT				19,539.35
STORM SEWERS				
06570	FORESTRY SUPPLIERS INC	2 MAN HOLE COVER PICKS @ 30.50	01-300-000-54999	61.00
06570		SHIPPING	01-300-000-54999	16.77
TOTAL				77.77
TOTAL STORM SEWERS				77.77
SOLID WASTE MGMT/SPRING/FALL				
20725	T R COCHART TIRE CENTER	TUBE	01-311-000-53000	8.00
20725		SVC CALL/FLAT TIRE	01-311-000-53000	110.00
20725		FLAT	01-311-000-53000	20.00
20725		USED TIRE	01-311-000-53000	100.00
20725		VALVE LEAK	01-311-000-53000	15.00
TOTAL				253.00
TOTAL SOLID WASTE MGMT/SPRING/FALL				253.00
COMPOST/SOLID WASTE SITE				
19880	STURGEON BAY UTILITIES	COMPOST SITE	01-320-000-56150	8.90
TOTAL				8.90
TOTAL COMPOST/SOLID WASTE SITE				8.90
STREET SWEEPING				
02844	BRUCE MUNICIPAL EQUIPMENT INC	HYDRAULIC FILTER	01-330-000-51400	341.92
02844		HYDRAULIC FILTER SEAL KIT	01-330-000-51400	16.90
19880	STURGEON BAY UTILITIES	NOVEMBER SWEEPER USAGE	01-330-000-53050	3.16
19880		DECEMBER SWEEPER USAGE	01-330-000-53050	2.61
TOTAL				364.59
TOTAL STREET SWEEPING				364.59
ROADWAYS/STREETS				
04603	HALRON LUBRICANTS INC	USED OIL PICKUP 200 G @ .15	01-400-000-54999	30.00

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-----				
GENERAL FUND				
13655	MONROE TRUCK EQUIPMENT, INC	PLOW LIGHT RELAY	01-400-000-54999	36.78
18950	SAFETY-KLEEN CORP	PARTS WASHER SERVICE	01-400-000-54999	256.18
20725	T R COCHART TIRE CENTER	2 TIRES/MOUNTS & DISMOUNTS	01-400-000-51400	1,367.82
20725		4 DISMOUNT/MOUN & RECAPS	01-400-000-51400	546.00
20725		FLAT	01-400-000-51400	30.00
20725		TIRE MOUNTS	01-400-000-51400	37.50
USBANK	US BANK	2 RUBBER BUMPERS	01-400-000-51400	52.14
USBANK		BEARING	01-400-000-51400	125.30
USBANK		CONSOLE-DPW EXPLORER	01-400-000-51400	34.99
TOTAL				2,516.71
TOTAL ROADWAYS/STREETS				2,516.71
SNOW REMOVAL				
20725	T R COCHART TIRE CENTER	GRIPPER/4 DISMOUNTS	01-410-000-51400	273.00
20725		7 GRIPPER RECAPS/DISPOSAL	01-410-000-51400	1,183.00
TOTAL				1,456.00
TOTAL SNOW REMOVAL				1,456.00
STREET SIGNS AND MARKINGS				
USBANK	US BANK	STOP/PEDESTRIAN CROSS SIGNS	01-420-000-52600	1,039.10
TOTAL				1,039.10
TOTAL STREET SIGNS AND MARKINGS				1,039.10
STREET MACHINERY				
04545	DOOR COUNTY COOPERATIVE/NAPA	AIR FITTINGS	01-450-000-52150	25.28
04603	HALRON LUBRICANTS INC	USED FILTER PICK-UP	01-450-000-54999	35.00
04603		4 CASES GREASE	01-450-000-54999	134.16
04603		150 G USED OIL PICK UP	01-450-000-54999	22.50
04696	DOOR COUNTY TREASURER	12/18 FUEL 326.42 G	01-450-000-51650	652.51
04696		12/18 DSL FUEL 843.69 G	01-450-000-51650	2,213.84
06012	FASTENAL COMPANY	BOLTS	01-450-000-52150	5.42
08225	HERLACHE SMALL ENGINE	CHAIN SAW BLADE/CHAIN	01-450-000-52700	88.90
19965	SUPERIOR SIGNALS INC	4-12V AMBER STROBES @ 63.21EA	01-450-000-53000	252.84
19965		SHIPPING	01-450-000-53000	19.00
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	AIR BAG SENSOR REPAIR/TRK #11	01-450-000-53000	201.55
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	WRENCH RACK/SOCKET HOLDERS	01-450-000-52700	46.94
O'REILLY		TOOL BOX-TRCK M3	01-450-000-52700	17.98
O'REILLY		BAR OIL-CHAIN SAW	01-450-000-52700	25.98
O'REILLY		GREASE GUN BATTERY	01-450-000-52700	114.99
QUALITY	QUALITY TRUCK CARE CENTER INC	DRAIN VALVE AIR TANK	01-450-000-53000	371.66
R0000655	TRANSMOTION, LLC	NOSE PIECE ASSEMBLY	01-450-000-53000	398.93
USBANK	US BANK	2 ELECTRICAL SWITCHES	01-450-000-54999	13.21
TOTAL				4,640.69

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
TOTAL STREET MACHINERY				4,640.69
CITY GARAGE				
01469	AIRGAS NORTH CENTRAL	GLOVES	01-460-000-52350	291.46
01469		SHIPPING	01-460-000-52350	28.20
01766	AURORA MEDICAL GROUP	DOT SCREEN/HESLER	01-460-000-57100	25.00
04575	DOOR COUNTY HARDWARE	SLEDGE HANDLE	01-460-000-52700	13.99
04575		BULB	01-460-000-54999	5.99
04575		KEY	01-460-000-52700	1.49
13150	MASTERCRAFT WELDING SYSTEM	TUBING	01-460-000-54999	80.00
18500	R N O W INC	2"X26" CYLINDER	01-460-000-54999	1,102.50
18500		FREIGHT	01-460-000-54999	45.85
18500		3"X30" CYLINDER	01-460-000-54999	776.25
18500		FREIGHT	01-460-000-54999	55.74
19880	STURGEON BAY UTILITIES	SALT SHED	01-460-000-56150	37.68
19880		CITY GARAGE	01-460-000-56150	870.20
19880		CITY GARAGE	01-460-000-58650	95.25
19880		1048 EGG HRBR RD	01-460-000-58999	9.29
19880		1048 EGG HRBR RD	01-460-000-56150	94.29
23730	WFS	CITY GARAGE-835 N 14TH AVE	01-460-000-56600	2,171.92
BLUE TRP	BLUE TARP FINANCIAL	PLIER SET	01-460-000-52700	52.98
MEUW	MUNICIPAL ELECTRIC UTILITIES	MSDS ONLINE FEES-DPW	01-460-000-52350	225.00
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	NITRILE GLOVES	01-460-000-52350	18.39
O'REILLY		NITRILE GLOVES	01-460-000-52350	73.56
TOTAL				6,075.03
TOTAL CITY GARAGE				6,075.03
HIGHWAYS - GENERAL				
19880	STURGEON BAY UTILITIES	808 S DULUTH AVE SIGN	01-499-000-58000	9.76
19880		EGG HRBR RD TRFFC LITE	01-499-000-58000	34.14
19880		N 14TH AVE-EGG HRBR RD TRFF	01-499-000-58000	26.02
19880		2 TRFFC WARNING LGTS	01-499-000-58000	5.50
19880		W S TRAFFIC LIGHTS	01-499-000-58000	131.29
19880		ORNAMENTAL ST LIGHTS	01-499-000-58000	4,696.56
19880		OVERHEAD ST LIGHTS	01-499-000-58000	6,702.22
19880		LANSING & WALNUT SIGN	01-499-000-58000	7.58
19880		EAST SIDE DOCK	01-499-000-58000	59.90
19880		OLD HWY RD SIGN	01-499-000-58000	8.24
ROBILLAR	STEVE ROBILLARD	SAFETY CLOTHING-ROBILLARD	01-499-000-56800	158.23
TOTAL				11,839.44
TOTAL HIGHWAYS - GENERAL				11,839.44
PARK & RECREATION ADMIN				
03133	CELLCOM WISCONSIN RSA 10	12/18 MIKE CELL SVC	01-500-000-58250	43.68
03133		12/18 CELL SVC	01-500-000-58250	14.69



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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
03133		12/18 CELL SVC	01-500-000-58250	24.41
PULSE	PENINSULA PULSE	SEASONAL EMPLOY AD-4WKS	01-500-000-57450	107.82
USBANK	US BANK	BREWER TICKETS	01-500-000-52250	250.00
TOTAL				440.60
TOTAL PARK & RECREATION ADMIN				440.60
PARKS AND PLAYGROUNDS				
04575	DOOR COUNTY HARDWARE	JUMBO ROLLER	01-510-000-54999	8.59
04575		LTX EXT STAIN	01-510-000-54999	11.99
04575		LTX EXT STAIN	01-510-000-54999	11.99
04575		LTX EXT STAIN	01-510-000-54999	11.99
04575		UTILITY HEATER	01-510-000-54999	44.99
04575		PLUG	01-510-000-54999	1.39
04575		TORCH TRIGGER/COUPLER	01-510-000-54999	34.77
04575		STOREROOM LOCK	01-510-000-54999	32.99
04575		5 KEYS	01-510-000-54999	7.45
04575		CABLE TIES	01-510-000-54999	38.36
04575		FASTENERS	01-510-000-54999	0.14
04575		IMPACT DRILL KIT/PLIERS	01-510-000-54999	248.95
04575		BIAX 2PIN PLUG IN 9W	01-510-000-54999	15.98
04575		TOOL BAG	01-510-000-54999	31.99
04575		ANTISIPHON SLOAN REPAIR	01-510-000-54999	26.97
04575		2 CARPETS	01-510-000-54999	31.98
04575		CREDIT RETURN 2 CARPETS	01-510-000-54999	-31.98
04575		CARPET	01-510-000-54999	26.98
04575		SUPPLIES	01-510-000-54999	9.99
04575		GLUE	01-510-000-54999	7.59
04696	DOOR COUNTY TREASURER	12/18 FUEL CHARGES	01-510-000-51650	502.85
04696		12/18 DSL FUEL CHARGES	01-510-000-51650	18.81
08225	HERLACHE SMALL ENGINE	SAW BLADES	01-510-000-52700	49.98
08225		WEED EATER BLADES	01-510-000-52700	89.89
19240	SERVICE MOTOR CO	CUTTING EDGES	01-510-000-51900	77.98
19880	STURGEON BAY UTILITIES	MARTIN PARK	01-510-000-56150	8.24
19880		MARTIN PARK BATHROOM	01-510-000-58650	8.00
19880		MEM FLD WARMING HOUSE	01-510-000-56150	95.38
19880		MEM FLD WARMING HOUSE	01-510-000-58650	52.16
19880		GARLAND PARK	01-510-000-56150	8.24
19880		GARLAND PARK	01-510-000-58650	8.00
19880		SUNSET CONSN CNTR	01-510-000-56150	65.21
19880		SUNSET CONSN CNTR	01-510-000-58650	51.40
19880		FRANK GRASSE MEM SHELTER	01-510-000-56150	14.92
19880		FRANK GRASSE MEM SHELTER	01-510-000-58650	11.40
19880		OTUMBA PARK	01-510-000-56150	8.24
19880		OTUMBA PARK	01-510-000-58650	8.00
19880		WEST SIDE WARMING HOUSE	01-510-000-56150	15.45
19880		WEST SIDE WARMING HOUSE	01-510-000-58650	8.00
19880		WEST SIDE FIRE STATION	01-510-000-58650	81.24
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	26.50
19880		MEM FLD PARKING LOT	01-510-000-56150	8.24
19880		WEST SIDE BALLFLD LITES	01-510-000-58650	18.00

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GENERAL FUND				
19880		MEM FLD COMPLEX	01-510-000-56150	248.34
19880		GIRLS LITTLE LEAGUE	01-510-000-58650	27.00
19880		OTUMBA PRK WALKWAY	01-510-000-56150	14.06
19880		QUINCY ST-BALLFLD	01-510-000-58650	27.00
19880		FLORIDA ST/SUNSET PRK	01-510-000-56150	13.87
19880		SIGN SHED	01-510-000-56150	19.23
19880		SIGN SHED	01-510-000-58650	8.00
19880		CHERRY BLOSSOM PARK	01-510-000-56150	8.24
19880		CHERRY BLOSSOM PARK	01-510-000-58650	11.40
23730	WPS	MEM FLD-335 S 14TH AVE	01-510-000-56600	284.61
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	BATTERY	01-510-000-51900	85.66
O'REILLY		GREASE FITTING	01-510-000-51900	10.99
USBANK	US BANK	10 DOG WASTE BAG DISPENSERS	01-510-000-54999	499.90
USBANK		20-3 PAKCS-TREE WATERING BAGS	01-510-000-54999	1,178.40
TOTAL				4,265.57
TOTAL PARKS AND PLAYGROUNDS				4,265.57
MUNICIPAL DOCKS				
19880	STURGEON BAY UTILITIES	NEENAH PKG LOT LIGHTS	01-550-000-56150	196.10
19880		38 S NEENAH AVE PAVILLION	01-550-000-56150	41.89
19880		38 S NEENAH AVE PAVILLION	01-550-000-58650	8.00
19880		38 S NEENAH AVE RSTRM	01-550-000-56150	72.86
19880		38 S NEENAH AVE RSTRM	01-550-000-58650	18.00
23730	WPS	36 S NEENAH AVE-RESTROOM	01-550-000-56600	18.44
TOTAL				355.29
TOTAL MUNICIPAL DOCKS				355.29
WATER WEED MANAGEMENT				
02214	FINCANTIERI BAY SHIPBUILDING	WELD REPAIR WEED HARVESTOR	01-560-000-51400	1,200.00
04575	DOOR COUNTY HARDWARE	WIRE ROPE CLIP/CABLE	01-560-000-54999	13.52
USBANK	US BANK	AUTOMATIC INFLATING LIFE VESTS	01-560-000-52350	467.88
TOTAL				1,681.40
TOTAL WATER WEED MANAGEMENT				1,681.40
WATERFRONT PARKS & WALKWAYS				
19880	STURGEON BAY UTILITIES	DC MUSEUM WALKWY	01-570-000-56150	14.92
19880		DC MUSEUM PKG LOT	01-570-000-56150	209.15
19880		W LARCH ST WALKWAY LITES	01-570-000-56150	135.47
19880		W LARCH ST PARKING LOT	01-570-000-56150	76.35
19880		PENNSYLVANIA ST DOCK	01-570-000-58650	11.40
19880		48 KENTUCKY ST WTR FRNT	01-570-000-56150	230.72
19880		1ST AVE MARINA/RSTRM	01-570-000-56150	264.40
19880		1ST AVE MARINA/RSTRM	01-570-000-58650	54.42
19880		CITY PKG RAMP	01-570-000-56150	336.51

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GENERAL FUND				
19880		48 KENTUCKY ST DOCK	01-570-000-58650	11.40
19880		KENTUCKY ST CITY MARINA	01-570-000-58650	27.00
TOTAL				1,371.74
TOTAL WATERFRONT PARKS & WALKWAYS				1,371.74
EMPLOYEE BENEFITS				
ERC	ERC INC	1ST QTR 2019 EAP SERVICES	01-600-000-56553	712.50
TOTAL				712.50
TOTAL EMPLOYEE BENEFITS				712.50
COMMUNITY & ECONOMIC DEVLPMT				
04549	DOOR COUNTY ECONOMIC DEVELOPME	2019 1ST QTR ADMIN OF PROGRAMS	01-900-000-55850	6,625.00
04549		2019 DCEDC COMMITMENT	01-900-000-55850	5,565.00
TOTAL				12,190.00
TOTAL COMMUNITY & ECONOMIC DEVLPMT				12,190.00
TOTAL GENERAL FUND				205,813.27
CAPITAL FUND				
CITY ASSESSOR				
EXPENSE				
17700	QUILL CORPORATION	FABRIC EXEC OFFICE CHAIR	10-130-000-59030	164.99
17700		WHITCOMB FABRIC OFFICE CHAIR	10-130-000-59030	199.99
17700		CREDIT RETURN-OFFICE CHAIR	10-130-000-59030	-164.99
TOTAL EXPENSE				199.99
TOTAL CITY ASSESSOR				199.99
CITY HALL				
EXPENSE				
05500	ENERGY CONTROL AND DESIGN INC	REPLCE MOTOR/VALVE FD GAR HEAT	10-160-000-59999	2,068.49
COPPENS	COPPENS, INC	ROOF REPAIRS-PD GARAGE	10-160-000-59999	495.00
TOTAL EXPENSE				2,563.49
TOTAL CITY HALL				2,563.49
FIRE DEPARTMENT				
EXPENSE				
01765	ATLAS OUTFITTERS	ICE TURNOUT GEAR	10-250-000-59050	1,920.00
23897	W.S. DARLEY & CO.	THERMAL CAMERAS	10-250-000-59070	2,770.00
PAULCONW	PAUL CONWAY SHIELDS	ROPE REPLACEMENT	10-250-000-59070	1,630.83

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CAPITAL FUND				
EXPENSE				
EXPENSE				
TITLETOW	TITLETOWN DRONES, LLC	THERMAL IMAGE DRONE	10-250-000-59070	6,549.00
TOTAL EXPENSE				12,869.83
TOTAL FIRE DEPARTMENT				12,869.83
ROADWAYS/STREETS				
ANNUAL RESURFACING & BASE REP.				
BODART	BODART ELECTRIC SERVICE, INC	YELLOW SIGNAL LIGHT	10-400-110-59095	62.24
TOTAL ANNUAL, RESURFACING & BASE REP.				62.24
TOTAL ROADWAYS/STREETS				62.24
TOTAL CAPITAL FUND				15,695.55
CABLE TV				
CABLE TV / GENERAL				
02975	CAMERA CORNER	NEW SERVER AUDIO MIXER	21-000-000-59070	324.71
02975		VIDEO SWITCHER	21-000-000-59070	1,424.75
02975		TRI POD PARTS	21-000-000-56250	77.99
03159	CHARTER COMMUNICATIONS	01/19 CB MUSIC SERVICE	21-000-000-58999	62.71
MANN	MANN COMMUNICATIONS, LLC	2.5.19 CONTRACT	21-000-000-55015	5,101.67
TOTAL CABLE TV / GENERAL				6,991.83
TOTAL CABLE TV / GENERAL				6,991.83
TOTAL CABLE TV				6,991.83
TID #2 DISTRICT				
TID DISTRICT #2				
TID #2 A AREA BONDS - CITY				
01761	ASSOCIATED TRUST COMPANY	GO REF BOND 12.30.13	25-320-930-70002	52.25
TOTAL TID #2 A AREA BONDS - CITY				52.25
TID #2 A AREA BONDS - DVL				
01761	ASSOCIATED TRUST COMPANY	GO REF BOND 12.30.13	25-320-931-70002	142.50
TOTAL TID #2 A AREA BONDS - DVL				142.50
T2 ROAD PROJECTS				
01761	ASSOCIATED TRUST COMPANY	GO REF BOND 12.30.13	25-320-932-70002	128.25
TOTAL T2 ROAD PROJECTS				128.25
TOTAL TID DISTRICT #2				323.00
TOTAL TID #2 DISTRICT				323.00

DATE: 01/29/2019  
TIME: 13:51:00  
ID: AF443000.CST

CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/05/2019

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
TID #4 DISTRICT				
TID #4 DISTRICT				
TID #4 DISTRICT				
19915	SUNSHINE HOUSE	WTRFRNT POSTCARD PRINTING	28-340-000-55001	1,855.61
LFPDESIG	LFP DESIGN! LLC	WTRFRONT PROJECT DESIGN	28-340-000-55001	314.50
VANDECAS	VANDE CASTLE, S.C.	12/18 TID 4 LEGAL MATTERS	28-340-000-55001	602.25
TOTAL TID #4 DISTRICT				2,772.36
TOTAL TID #4 DISTRICT				2,772.36
TOTAL TID #4 DISTRICT				2,772.36
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
04696	DOOR COUNTY TREASURER	12/18 DSL FUEL 716.97 G	60-000-000-51650	1,881.33
13150	MASTERCRAFT WELDING SYSTEM	WELDING REPAIR & MATERIALS	60-000-000-53000	450.00
13150		PLATE STEEL	60-000-000-53000	40.00
20725	T R COCHART TIRE CENTER	FLAT	60-000-000-52850	30.00
20725		4 RECAPS	60-000-000-52850	708.00
ADVANCED	ADVANCED DISPOSAL	200.09 TN GARBAGE	60-000-000-58300	12,229.50
ADVANCED		65.59 TN RECYCLING	60-000-000-58350	924.15
JX ENT	JX ENTERPRISES, INC.	WINDSHIELD WASHER PUMP	60-000-000-53000	39.99
JX ENT		LEFT/RIGHT WIPER NOZZLE	60-000-000-53000	13.58
JX ENT		WIPER WASHER NOZZLE ASSMBLY	60-000-000-53000	33.99
PACKER	PACKER CITY TRUCKS, INC	OIL FILTER ASSMBY	60-000-000-53000	129.48
PACKER		SHIPPING	60-000-000-53000	8.91
PACKER		OIL FILTER KIT	60-000-000-53000	37.08
TOTAL SOLID WASTE ENTERPRISE FUND				16,526.01
TOTAL SOLID WASTE ENTERPRISE FUND				16,526.01
TOTAL SOLID WASTE ENTERPRISE				16,526.01
TOTAL ALL FUNDS				248,122.02

**MANUAL CHECKS**

DOOR COUNTY TREASURER	\$ 1,082,167.08
01/09/19	
Check # 84545	
1/19 Tax Settlement	
01-000-000-24212	
 NWTC	 \$213,420.35
01/09/19	
Check #84546	
1/19 Tax Settlement	
01-000-000-24640	
 SEVASTOPOL SCHOOL DISTRICT	 \$ 60,727.30
01/09/19	
Check # 84547	
1/19 Tax Settlement	
01-000-000-24630	
 SOUTHERN DOOR SCHOOL DISTRICT	 \$ 126,617.27
01/09/19	
Check # 84548	
1/19 Tax Settlement	
01-000-000-24620	
 STURGEON BAY SCHOOL DISTRICT	 \$ 2,501,592.52
01/10/18	
Check # 84549	
1/19 Tax Settlement	
01-000-000-24610	
 STURGEON BAY SCHOOLS	 \$3,569.96
01/21/19	
Check #84602	
December Mobile Home Tax Payment	
01-000-000-41300	
 SECURIAN FINANCIAL GROUP	 \$4,132.42
01/22/19	
Check # 84603	
Jan & Feb '19 Life Insurance	
01-600-000-50552	
 SUN LIFE FINANCIAL	 \$3,435.82
01/22/19	
Check # 84804	
Jan & Feb '19 Short and Long Term Disability	
01-000-000-21545	

SUPERIOR VISION INSURANCE	\$762.69
01/22/19	
Check # 84605	
February Vision Insurance	
01-000-000-21540	
 DELTA DENTAL	 \$6,079.88
01/22/19	
Check # 84606	
01/19 Dental Insurance	
Various Departmental Accounts	
 NETWORK HEALTH	 \$82,830.08
01/22/19	
Check # 84606	
01/19 Health Insurance	
Various Departmental Accounts	
 PITNEY BOWES	 \$126.50
01/24/19	
Check # 84609	
Postage Meter Quarterly Rental Fee	
01-199-000-57250	
 WISCONSIN MANAGEMENT CO	 \$76,796.28
C/O BAY LOFTS	
01/25/19	
Check # 84610	
Tax Increment Payment	
28-340-000-55001	
 <b>TOTAL MANUAL CHECKS</b>	 <b>\$ 4,162,258.15</b>

DATE: 01/29/2019  
TIME: 13:51:01  
ID: AP443000.CST

CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

PAGE: 15

INVOICES DUE ON/BEFORE 02/05/2019

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

GENERAL FUND	<del>205,813.27</del>	4,368,071.39
CAPITAL FUND	15,695.55	
CABLE TV	6,991.83	
TID #2 DISTRICT	323.00	
TID #4 DISTRICT	2,772.36	
SOLID WASTE ENTERPRISE	16,526.01	
TOTAL --- ALL FUNDS	<del>249,122.02</del>	4,410,380.17

*Dave Ward* 1/29/19  
*Barbara Hallman* 1/29/19  
*STBA Human Resources* 1/29/19



COMMON COUNCIL  
January 15, 2019

A meeting of the Common Council was called to order at 7:00 p.m. by Mayor Birmingham. The Pledge of Allegiance was recited. Roll call: Catarozoli, Ward, Avenson, Allmann, Wiederanders and Hauser. Hayes was excused.

Ward/Hauser to adopt the agenda. Carried.

The following people spoke during public comment: Jim Schuessler, 500 N. 9<sup>th</sup> Ct; Mark Schuster, 1247 N. 8<sup>th</sup> Ave; David Schanock, 520 E. Vine Ct; Tom Wulf, 1127 Cove Rd; Erich Pfeifer, 605 E. Walnut Dr; Kevin Osgood, 120 N. Madison Ave; Anni Lampert, 33 N. Joliet Ave; Shawn Fairchild, 311 Pennsylvania St; Robert Loss, 607 E. Walnut Dr; Donald Freix, 8305 Quarterline Rd, Fish Creek.

Ward/Allmann to approve the following bills - General Fund - \$97,008.07, Capital Fund - \$405,758.22, Cable TV - \$62.71, TID #4 - \$3,220.00 for a grand total of \$506,049.00. Roll call: All voted aye. Carried.

Ward/Hauser to approve consent agenda:

- a. Approval of 1/2/19 regular Common Council minutes.
- b. Approval of the following minutes:
  - (1) Personnel Committee – 12/17/18
  - (2) Finance/Purchasing & Building Committee – 1/2/19
  - (3) Police & Fire Commission – 1/3/19
  - (4) Ad Hoc West Waterfront Planning Committee – 1/3/19
  - (5) Personnel Committee – 1/7/19
- c. Consideration of: Approval of beverage operator licenses.
- d. Finance/Purchasing & Building Committee recommendation re: Approve the purchase of two 2019 Ford Explorer Interceptor squads from Jim Olson Ford, Lincoln in the amount of \$64,840.00 plus DMV fees.

Carried.

There were no mayoral appointments.

Allmann/Catarozoli to read in title only and adopt the second reading of the ordinance to repeal and recreate Section 28.04(2) of the Municipal Code – Historic Preservation Commission. Carried.

Catarozoli/Allmann to adopt the resolution combining polling places for reporting unites for Southern Door School Board primary on February 19, 2019. Carried.

RECOMMENDATION

We, the Personnel Committee, hereby recommend to hire Davis Kuelthau as the City Attorney.

PERSONNEL COMMITTEE

By: David Ward, Chr.

Ward/Hauser to adopt. The history of the vacant City Attorney role was summarized and the process to hire a City Attorney was presented. Carried.

Wiederanders/Catarozoli to approve the Type C Notice for April 2, 2019 cannabis referendum questions. Carried with Ward and Allmann voting no.

Catarozoli/Avenson to table the item consideration of an advisory referendum asking the public if the City should accept a donation of the former Teweles & Brandeis Grain Elevator from the

Sturgeon Bay Historical Society and if the former Teweles and Brandeis Grain Elevator should be place on the original location on the West Waterfront. Carried with Ward voting no.

There was no action on the item consideration of approval of Type C Notice for April 2, 2019 grain elevator referendum question since the previous item was tabled.

Hauser/Catarozoli to adopt the amended resolution to Accept Donation of the Teweles & Brandeis Grain Elevator with Endowment as presented. A lengthy discussion took place regarding the role in the Ad Hoc West Waterfront Committee and their involvement in the decision making process, the eviction notice the Sturgeon Bay Historical Society received regarding the current location of the granary, that typically an Agreement such as the one proposed would go to the Finance Committee for review, the public opinion on the granary, the that gift has contingencies attached, the lack of determined use of the building, that the endowment may not be enough to maintain the building, the donation of \$1.2 million for the granary, whether the City should own the granary, the end use of the building, Wiederanders to amend the motion to change the title to "allow the return of the Teweles and Brandeis Grain Elevator to its original location" rather than accepting the donation. Motion died due to lack of a second. Further discussion took place on whether or not the City should accept the donation and own the granary. It was noted that the said agreement shall be presented to the Council for approval at its February 5, 2019 meeting. It was also noted that an agreement of this type and magnitude usually takes many months to formulate. Roll call vote taken on the motion. Catarozoli, Avenson, Allmann, and Hauser voted aye. Ward and Wiederanders voted no. Carried.

There were no items to appear on future agendas.

The City Administrator gave his report.

Personnel Committee Chair Ward, Parking & Traffic Committee Chair Catarozoli, Community Protection & Services Committee Chair Allmann and Sturgeon Bay Utility Commission member Ward presented reports for their respective committees/commissions.

The Mayor made his comments.

After Mayor Birmingham announced the statutory basis, Ward/Avenson to convene in closed session in accordance with the following exemption: Conferring with legal counsel for governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. Wis. Stat. 19.85(1)(g) Consideration of: Settlement agreement with friends of Sturgeon Bay Public Waterfront, Shawn m. Fairchild, Carri Andersson, Linda Cockburn, Russ Cockburn, Kathleen Finnerty and Christy Weber vs City of Sturgeon Bay and Waterfront Redevelopment Authority of the City of Sturgeon Bay All voted aye. Carried.

The meeting moved to closed session at 8:48 pm and adjourned at 9:04 pm.

Respectfully submitted,



Stephanie L. Reinhardt  
City Clerk/HR Director

**FINANCE/PURCHASING & BUILDING COMMITTEE**  
**January 8, 2019**

A meeting of the Finance/Purchasing & Building Committee was called to order at 4:02 pm by Chairperson Ward in the Council Chambers, City Hall. Roll call: Alderpersons: Ward, Allmann and Wiederanders were present. Also present: City Administrator Van Lieshout, and Receptionist Metzger.

A motion was made by Alderperson Allmann, 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. Review bills.
5. Adjourn.

Carried.

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

Review bills

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

Moved by Alderperson Allmann, seconded by Wiederanders to adjourn. Carried. The meeting adjourned at 4:22 pm.

Respectfully submitted,

  
Tricia Metzger

**COMMUNITY PROTECTION & SERVICES COMMITTEE****January 10, 219**

A meeting of the Community Protection & Services Committee was called to order at 4:30 p.m. by Chairperson Allmann in the Council Chambers, City Hall. **Roll Call:** Members Ms. Allmann and Mr. Wiederanders were present. Ms. Catarozoli was excused. City staff present included City Administrator Josh VanLieshout.

*Moved by Ms. Allmann, seconded by Mr. Wiederanders to adopt the following agenda:*

1. Roll call
2. Adoption of agenda
3. Discussion of: Strategic Planning Status
4. Consideration of: City of Sturgeon Bay Ethics Adoption and Committee Evaluation
5. Public Comment on Non-Agenda Items
6. Adjourn

**Strategic Planning Status**

A candidate to facilitate a strategic planning session is still being sought. It was agreed that there is a need to host a session; but decided it should be done after the next election when three new members will be appointed.

Ms. Allmann did request, since she will not be serving, that a notice of intent regarding a strategic planning session be done by the end of April or early May. Mr. VanLieshout stated he would like it placed on the April agenda. He will write a report and announce a possible date.

**Ethics Policy**

Ms. Allmann stated the draft policy looks good except it does not clarify how the Ethics Board should be structured. Her suggestion:

*Ethics Board: The Board is made up of five citizens appointed by the Mayor, three of whom will constitute a quorum. A five-year appointment shall be made every year by the Mayor. The City Attorney shall furnish the Board whatever legal assistance is necessary to carry out its duties. The Board is to follow The Code of Ethics for the City of Sturgeon Bay.*

*The ethical goals are to advocate for a strong, effective and ethical governance. To meet the goals the Board shall promote the following:*

- 1. A trust in public service by promoting high standards of conduct that inspire public confidence in our elected officials.*
- 2. All persons shall be treated with fairness, justice and equality.*
- 3. A respect for individual differences, rights and freedoms and work to reduce unfairness, injustice and inequality.*

Mr. VanLieshout will email the written document to the attorney for review and inclusion in the policy. Mr. Wiederanders approved this. All agreed the draft should be complete. A viewing of the final draft, and approval will be done at the next meeting.

**Public Comment on Non-Agenda Items**

No public comment.

*Moved by Ms. Allmann, seconded by Mr. Wiederanders, to adjourn the meeting of the Community Protection Services Committee. All ayes. Carried. The meeting was adjourned at 4:47 p.m.*

Respectfully submitted,



Sarah Spude-Olson  
Police Department  
Administrative Office Manager

BOARD OF PUBLIC WORKS  
January 15, 2019

A meeting of the Board of Public Works was called to order by Board of Public Works Chair Catarozoli at 6:30 p.m. Roll call: Members Catarozoli, Ward, Avenson, Allmann, Wiederanders and Hauser were present. Member Hayes was excused. Mayor Birmingham entered at 6:42 p.m.

Ward/Avenson to adopt agenda.

1. Call to order.
2. Roll call.
3. Adoption of agenda.
4. Consideration of: Approval of Five Year Capital Plan and 2019 Roadway Improvements.
5. Adjourn.

Carried.

City Engineer Shefchik presented the Five Year Capital Plan and the 2019 Capital Roadway Improvements. Shefchik summarized the PASER rating system and the different ways that roads deteriorate. He summarized each of the 2019 Projects. Discussion took place regarding specific roads that Alders had questions on, how street trees are paid for during road projects, the area near Sunset Park and whether there should be a sidewalk or path, and the history of the Little Lake Project.

City Engineer Shefchik gave a brief summary of the 2020-2024 plans and suggested that Board members reach out to him on future year's plans with comments or suggestions.

Allmann/Hauser to approve the Five Year Capital Plan and 2019 Roadway Improvements. Carried.

Ward/Avenson to adjourn. Carried. Meeting adjourned at 7:07 p.m.

Respectfully submitted,



Stephanie L. Reinhardt  
City Clerk/HR Director



**CITY PLAN COMMISSION**  
Wednesday, January 16, 2019

A meeting of the City Plan Commission was called to order at 6:00 p.m. by Acting Chairperson Dennis Statz in the Council Chambers, City Hall, 421 Michigan Street.

**Roll Call:** Members Steven Hurley, Dennis Statz, Mike Gilson, and Laurel Hauser were present. Excused: Member Jeff Norland. Also present were Community Development Director Marty Olejniczak, Planner/Zoning Administrator Chris Sullivan-Robinson, and Community Development Secretary Cheryl Nault.

**Adoption of the Agenda:** Moved by Ms. Hauser, seconded by Mr. Hurley to adopt the following amended agenda:

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from December 19, 2018.
4. Consideration of: Conceptual Planned Unit Development (PUD) for Aaron Hilpipre, for property located at 709 Jefferson Street.
5. Consideration of: Zoning text amendments regarding accessory building setbacks.
6. ~~Consideration of: Memorial Drive zoning restrictions and pedestrian access.~~
7. Public comment on non-agenda Plan Commission related items.
8. Adjourn.

Carried.

**Approval of minutes from December 19, 2018:** Moved by Mr. Gilson, seconded by Ms. Hauser to approve the minutes from December 19, 2018. All ayes. Carried.

**Consideration of: Conceptual Planned Unit Development (PUD) for Aaron Hilpipre, for property located at 709 Jefferson Street:** Mr. Sullivan-Robinson stated that this property is located on the corner of Jefferson Street and 7<sup>th</sup> Avenue. It was recently rezoned to C-5. Mr. Hilpipre purchased the property in 2018 and has converted the commercial space into two residential units. His desired use is long and short term residential. There are two buildings on the lot. The smaller building contains two single-family residential units and the larger building contains four single-family residential units. Currently, zoning allows multiple-family residential as a conditional use, but density rules would not allow more than three units. So, the only option for Mr. Hilpipre is to apply for a variance or a planned unit development.

Mr. Sullivan-Robinson added that the conceptual PUD allows for feedback from the Commission. No recommendations are made at this time. However, Mr. Hilpipre is requesting a combined preliminary/final PUD, which requires a decision at the conceptual review.

Mr. Hilpipre stated that he lives in De Pere and had purchased the property at 709 Jefferson Street, with four residential units. The lower area had been commercial space. He started renovating the building and after speaking with the City, he discovered that his initial plan would be too difficult to complete with the building/zoning code requirements.

Based on review by City staff, it was concluded that reverting back to Multi-Family Residential would be the most feasible option. He currently has apartments in use and would be permitted for short-term rentals in the rest of the building. He stated that he currently plans for 3 of the 6 total units to be short-term rentals.

Ms. Hauser asked about the ability to restrict the number of short-term rentals.

Mr. Olejniczak stated that the City likely couldn't prohibit short-term rentals, but it could restrict them to rental periods of at least 7 days for half the year, with the other half of year as long-term rentals at least 30 days in length.. He will verify this with the City Attorney.

Mr. Olejniczak pointed out that Mr. Hilpipe shares a driveway with the neighboring property owner,

Mr. Hurley suggested looking into obtaining an easement with the driveway. The neighbors may someday want a fence installed.

Mr. Olejniczak will check into the number of on-street parking spaces available.

After further discussion, it was moved by Ms. Hauser, seconded by Mr. Statz to approve the combined preliminary/final PUD and direct staff to consult with the City Attorney for options restricting short-term rentals and use of the commercial area. All ayes. Carried.

**Consideration of: Zoning text amendment regarding accessory building setbacks:** Mr. Sullivan-Robinson stated that this was a follow-up from the last meeting. He figured out lot width number for setbacks using a 135 foot median. Thirty-five non-conforming properties were found.

Mr. Gilson said it makes no sense for a 1000 square-foot accessory building to be 5 feet from the lot line when a house is required to be 10 feet. A shed under 100 square-feet only has to be three feet from the lot line. All accessory buildings should be 10 feet from the lot line.

Mr. Hurley stated the setback is for the Fire Department. He thought that the Fire Chief should be contacted regarding any safety concerns with setbacks and accessory buildings. Staff will check with the Fire Chief. A setback penalizes people for having larger lots.

Mr. Olejniczak stated that staff checked into other communities. The current 5-foot setback is not out of the ordinary.

Mr. Gilson stressed that a setback for a garage should be 10 feet. The City has a variance process that can be used if someone wanted a setback closer than 10 feet. It was moved by Mr. Gilson, seconded by Mr. Hurley to require a 10-foot setback for accessory buildings and if anyone wanted to build an accessory building closer than 10 feet to the lot line they should go through the variance process.

Mr. Olejniczak recalled that in older neighborhoods with detached garages there were variances granted. The houses were so close to the lot line.

Ms. Hauser thought that this should be left alone. There is no one coming in asking for this.

A vote was taken on the motion. Motion failed, with Mr. Gilson and Mr. Hurley voting aye and Mr. Statz and Ms. Hauser voting no.

**Public comment on non-agenda Plan Commission related items:** No one spoke during public comment.



**Adjourn:** Moved by Ms. Hauser, seconded by Mr. Hurley to adjourn. All ayes. Carried. Meeting adjourned at 6:40 p.m.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Cheryl Nault".

Cheryl Nault  
Community Development/Building Inspection Secretary

## **PARKING & TRAFFIC COMMITTEE**

**January 21, 2019**

A meeting of the Parking & Traffic Committee was called to order at 4:33 p.m. by Chairperson Catarozoli in Council Chambers, City Hall, 421 Michigan Street.

Members Kelly Catarozoli and Kelly Avenson were present. David Hayes was absent. Also present: City Engineer Chad Shefchik, Community Development Director Marty Olejniczak, Municipal Services Director Mike Barker, Police Chief Arleigh Porter, Alderperson Barb Allmann and Municipal Services Assistant Colleen DeGrave.

Moved by Ald. Avenson, seconded by Ald. Catarozoli to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from 11/19/2018.
4. Public comment on Agenda items and other issues related to parking & traffic in the City of Sturgeon Bay.
5. Update and Consideration of: Contract & memorandum of agreement between the DOT and the City of Sturgeon Bay dated October 24, 2008.
6. Consideration of: 3<sup>rd</sup> Ave. Delivery Truck Ordinance.
7. Consideration of: Additional signage & roadway painting at the intersection of S. Oxford Ave. and Tacoma Beach Rd.
8. Discussion of: Winter Parking Ban
9. Adjourn.

All in favor. Carried.

Moved by Ald. Avenson, seconded by Ald. Catarozoli, to approve the minutes from 11/19/18. Carried.

**Public comment on Agenda items and other issues related to parking & traffic in the City of Sturgeon Bay.**  
No public comment.

**Update and Consideration of: Contract & memorandum of agreement between the DOT and the City of Sturgeon Bay dated October 24, 2008.**

Ald. Catarozoli asked Mr. Olejniczak to give an update on any progress that had taken place with Tim Ruenger regarding his property and the sale of the right of way for the extension of Sawyer Drive. Mr. Olejniczak shared an email from City Administrator Josh VanLieshout stating that in his conversations with Mr. Ruenger, he has decided that he will only sell all of the land or none of it, he does not wish to part with just the right of way. Given this information it was stated that the City is left with three choices: 1. See if TTX Leasing wants to make a deal on right of way 2. Begin the eminent domain process for the right of way 3. Begin a purchase for the entire parcel. If the City were to acquire just the right of way, an appraisal would be necessary. Likewise, if the City is to purchase 30+ acres, an appraisal would be needed. Mr. Olejniczak stated the City has reached out to TTX Leasing and they are not interested in selling, which Mr. Olejniczak thought was not the best option anyway, as it would route traffic from the development further west from the city. He stated the City could start the eminent domain process, but explained that is usually something to avoid and used as a last resort.

Moved by Ald. Avenson, seconded by Ald. Catarozoli to recommend Council to direct staff to start the appraisal process for both the eminent domain and purchasing the whole parcel owned by Tim Ruenger. All in favor. Carried.

**Consideration of: 3<sup>rd</sup> Ave. Delivery Truck Ordinance.**

Arleigh Porter gave an update on creating an ordinance regarding delivery trucks on 3<sup>rd</sup> Avenue. He explained that the current signage for delivery trucks using 3<sup>rd</sup> Avenue can be enforced due to a traffic statute that covers failure to obey traffic signals or signage, however, he stated that was not a best practice and an ordinance should be drafted. He has been working on this with Attorney Kalny. Until Attorney Kalny has an ordinance ready, it is enforceable.

**Consideration of: Additional signage & roadway painting at the intersection of S. Oxford Ave. and Tacoma Beach Rd.**

City Engineer Chad Shefchik informed the committee that in October of 2018, a vehicle traveling on S. Oxford Ave. failed to navigate a curve at the transition to Tacoma Beach Rd., went through a yard and struck a home. After reviewing the location, staff determined that it would be appropriate to change signage and painting at this location.

Moved by Ald. Avenson, seconded by Ald. Catarozoli to recommend to Council to approve additional signage and roadway painting at the intersection of S. Oxford Ave. and Tacoma Beach Rd. as recommended by staff. All in favor. Carried.

**Discussion of: Winter Parking Ban.**

Ald. Avenson asked what the current procedures are for the winter parking permits. Chief Porter and Mike Barker outlined the current procedures and felt it was the most conducive to snow plowing operations.

**Items to be placed on March 18, 2019 agenda:** Consideration of the 3<sup>rd</sup> Avenue Delivery Truck Ordinance.

Motion to adjourn by Ald. Catarozoli, seconded by Ald. Avenson. All in favor. Carried.

Meeting adjourned at 5:01 p.m.

Respectfully Submitted,



Colleen DeGrave  
Municipal Services Assistant

**Harbor Commission Meeting  
January 22, 2019**

A meeting of the Harbor Commission was called to order by Chairperson Nault at 3:02 p.m. in Council Chambers, City Hall, 421 Michigan Street. Members Gary Nault, Robert Spude, Paul Mickelson, Randy Morrow and Steve Propsom were present. Matt Felhofer was absent. Also present were Police Chief Arleigh Porter, City Administrator Josh VanLieshout, and Municipal Services Assistant Colleen DeGrave.

Moved by Randy Morrow, second by Steve Propsom to adopt the following agenda:

1. Roll Call
2. Adoption of Agenda
3. Public Comment
4. Consideration of: Anchorage Buoys.
5. Discussion of: Signage at the marinas and the walkways.
6. Discussion of: 3 year Harbor Plan
7. Discussion of: Yacht Club docks.
8. Adjourn

Carried.

The following people spoke during public comment: Scott Moore, 947 Pennsylvania St.

**Consideration of: Anchorage Buoys** – The following people spoke regarding the anchorage buoys:

Mr. Nault stated he had wanted to take a look at the moorings to see how many were actually owned by someone, and how many were empty. After review of the current process to purchase, own or sell the moorings, he felt they were well taken care of.

Al Pahnke from Green Bay Scuba attended the meeting and spoke regarding the City of Sturgeon Bay moorings. This fall he took a GPS and found all the moorings and reported there are 70 anchors with floats, 53 have owners, 17 are abandoned, and there are 22 floats that need to be replaced. There are 26 more anchors without floats that could probably be found, 60-61 people were billed and 40 invoices have been paid. Mr. Spude asked if Al Pahnke correlates his records with the City of Sturgeon Bay and Al stated that yes that is the process.

**Discussion of: Signage at the marinas and the walkways:** Mr. Porter explained that the City owns several hundred feet of dock wall that has no signage indicating to boaters entering the area of Sturgeon Bay where they can tie up or find transient docking. He feels we should address this issue. Mr. Nault agreed.

Moved by Gary Nault, seconded by Paul Mickelson to recommend to the Park & Recreation Committee to explore signage for recreational boaters regarding locations for tie up and transient docking. All in favor. Carried.

**Discussion of: 3 year Harbor Plan:** Mr. VanLieshout informed the committee that the Statement of Intentions is the City's opportunity to tell the DOT about projects that the City MAY consider in the next three years, not necessarily something that will be done. He said the same plan that was submitted in 2016 can be used and items can be added. It was decided that the SOI can then be brought back to the Harbor Commission for approval.

Moved by Mr. Propsom, Seconded by Mr. Morrow to table this item until the next Harbor Commission meeting. All in favor. Carried.

**Discussion of Yacht Club docks:** Mr. Nault explained Dan Schott owned this in the past and he removed the dock surface, which has left some pipes sticking out in the water that are a safety hazard. He has now abandoned it to the City. Discussion took place on options to solve this hazard. Mr. Nault did not think creating another marina was a good option. Mr. Propsom asked if the City made it usable could it then be leased to someone. Mr. Nault thought maybe this could be added to the 3 year Harbor Plan. Options discussed were: 1. The City putting in slip rental 2. The City would lease it to another marina and the City would put in the amenities such as electricity, etc. 3. The City would lease it to another marina and that particular marina would put in the amenities. Mr. VanLieshout stated that if it is added to the 3 year Harbor Plan, it should be intended for commercial facilities, not recreational. Mr. Nault thought the City should remove the pipes and lease it.

Municipal Services Director Mike Barker entered at 3:58 p.m.

Mr. Propsom suggested that before the City leases it we should have a study done. Mr. VanLieshout stated there would more than likely be funds available from the Recreational Boating Infrastructure Fund to pay for a study. Mr. Morrow suggested that staff contact the neighboring marinas to see if there is any interest in leasing it. Mr. Nault stated either way the DNR was probably going to require the City to remove or fix the pipes. Mr. VanLieshout said the temporary plan is to place reflectors on the pipes once the weather permits.

Mr. Nault asked city staff to pursue if anyone was interested in leasing it.

Moved by Mr. Mickelson, second by Mr. Spude to adjourn. All in favor. Meeting adjourned at 4:02 p.m.

Respectfully Submitted,



Colleen DeGrave

Municipal Services Assistant



# STURGEON BAY POLICE DEPARTMENT



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

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

From: Captain Daniel J. Brinkman

Subject: Monthly Report for December, 2018

Date: January 10, 2019

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

## Crimes Investigated

The Department, during the month, investigated a total of 57 crimes.

These crimes can be broken down and classified as follows.

Battery.....	02
Bail Jump.....	02
Burglary.....	02
Child Abuse/Neglect.....	03
Disorderly Conduct.....	05
Death Investigation.....	01
Possess Controlled Substance.....	05
Fraud / Forgery.....	13
Domestic Abuse.....	03
Theft.....	10
Criminal Damage to Property.....	04
Threats to Injure.....	01
Violate Court Order.....	05
Internet Crime against Children.....	01
<b>TOTAL</b>	<b>57</b>

The above crimes resulted in the loss of \$1,595 to the community, of which \$105 has been recovered.

## Arrests

The Department completed a total of 103 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

Aggravated Battery .....	01
Strangulation/Suffocation.....	01
Bail Jump.....	02
Vehicle Theft.....	01
Child Abuse.....	01
Possess Drug Paraphernalia.....	01
Maintain a Drug House.....	01
<b>TOTAL</b>	<b>08</b>

### B. Misdemeanor Crime Arrests

Disorderly Conduct.....	07
Violate Court Order.....	01
Bail Jump.....	03
Fraud.....	01
Retail Theft.....	02
Possess Drug Paraphernalia.....	02
Battery.....	04
Resist/Obstruct Officer.....	02
Possess Controlled Substance.....	01
<b>TOTAL</b>	<b>23</b>

<b>Wisconsin Probation &amp; Parole Arrests / Warrant Arrests .....</b>	<b>08</b>
<b>TOTAL</b>	<b>11</b>

### C. Ordinance Violation Arrests

Possess Alcohol Underage.....	02
Possess Drug Paraphernalia .....	03
Disorderly Conduct.....	04
Retail Theft.....	02
<b>TOTAL</b>	<b>11</b>

### D. Traffic Crime Arrests

Operate Motor Vehicle while Intoxicated.....	01
Operate Motor Vehicle while Revoked.....	03
Operate Motor Vehicle w/o Valid License .....	03
<b>TOTAL</b>	<b>07</b>

### E. Traffic Violation Arrests

Operate Motor Vehicle while Intoxicated.....	03
Speeding.....	12
Registration Cancelled/Suspended.....	05
Operate Motor Vehicle w/o Insurance.....	07
Operate Motor Vehicle while Suspended.....	01
Mandatory Seatbelt Violation.....	01
No Valid License.....	04
Miscellaneous Violations.....	10
<b>TOTAL</b>	<b>43</b>

In addition to the preceding arrests, the Department conducted a total of 197 traffic stops during the month and logged 43 violations for various motor vehicle defects and local ordinances and issued 42 written warnings for those violations. A total of 01 parking ticket were issued for parking violations throughout the city.

#### **Traffic Accidents**

The Department during the month investigated a total of 17 vehicle accidents. These accidents are categorized into four types.

A.	Motor Vehicle Accidents Involving Fatalities .....	00
B.	Motor Vehicle Accidents Involving Injuries .....	01
C.	Motor Vehicle Accidents Involving Property Damage .....	15
	(greater than \$1,000.00)	
D.	Motor Vehicle Accidents Involving Property Damage .....	01
	(less than \$1,000.00)	<b>TOTAL 17</b>

#### **Police Service Calls**

Department members handled 337 service calls during the month. These calls consist of both citizen requests for police service as described below (252), crimes investigated (57), traffic accidents investigated (17), and Wisconsin Probation and Parole Assists (11).

A.	Traffic and Road Incidents .....	67
----	----------------------------------	----

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 .....	03
----	------------------------	----

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

C.	Sick and Injured Persons .....	13
----	--------------------------------	----

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

D.	Alarms .....	18
----	--------------	----

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 .....	11
----	------------------------------------	----

Investigations by officers of noisy animals, loose animals, animal bites, wild animals and sick, injured or dead animal complaints.

F.	Civil Disputes .....	02
----	----------------------	----

Arguments between neighbors, landlords and tenants, and family members where no crimes have been committed.



- G. Escorts ..... 05  
Transporting citizens, money escorts for area financial institutions, funerals, and for area industry and farming.
- H. Citizen Assist..... 32  
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 ..... 14  
Includes assistance to other law enforcement and government agencies.
- J. Suspicious Person / Vehicle / Circumstance..... 23  
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 ..... 10  
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..... 02  
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 ..... 36  
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 ..... 16  
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 252**

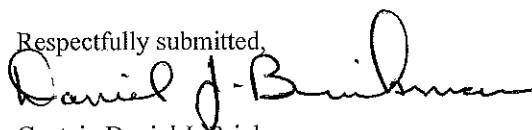
#### **Department Training**

The joint dive team and SWAT conducted their monthly training session. Four officers attended an 8 hour session on Human Trafficking.

#### **Education**

No department education opportunities this month.

Respectfully submitted,



Captain Daniel J. Brinkman

CITY OF STURGEON BAY  
INSPECTION DEPARTMENT  
December 31, 2018

THE FOLLOWING IS THE MONTHLY SUMMARY OF THE ACTIVITIES OF THE INSPECTION DEPARTMENT FOR THE MONTH OF DECEMBER, 2018

December-18	YEAR TO DATE		December, 2018	YEAR TO DATE
0	8	ONE FAMILY DWELLINGS	-- -----	1,702,825
0	0	TWO FAMILY DWELLINGS	-- -----	-----
1	7	MULTIPLE FAMILY DWELLINGS	670,000	5,453,643
10	21	MANUFACTURED HOME	391,360	841,360
0	0	C.B.R.F.	-- -----	-----
2	5	RESIDENTIAL ADDITIONS	62,000	133,500
2	57	RESIDENTIAL ALTERATIONS	14,500	964,061
0	3	RESIDENTIAL GARAGES/CARPORTS	-- -----	82,000
0	3	RESIDENTIAL GARAGE ADDITIONS & ALTERATIONS	-- -----	40,100
0	9	RESIDENTIAL STORAGE BUILDINGS	-- -----	75,600
0	0	RESIDENTIAL SWIMMING POOLS	-- -----	-----
0	0	NON-RESIDENTIAL SWIMMING POOLS	-- -----	-----
0	2	NEW COMMERCIAL BUILDINGS	-- -----	2,591,500
0	7	NON-RESIDENTIAL GARAGES & STORAGE BUILDINGS	-- -----	724,400
0	6	NON-RESIDENTIAL ADDITIONS	-- -----	5,795,805
2	45	NON-RESIDENTIAL ALTERATIONS	373,562	7,405,524
0	0	MUNICIPAL BUILDINGS	-- -----	-----
0	0	WAREHOUSES	-- -----	-----
0	0	FACTORY & SHOP	-- -----	-----
1	2	COMMUNICATION TOWER	150,000	160,000
0	0	SUBSTATION	-- -----	-----
0	0	AGRICULTURAL BUILDINGS	-- -----	-----
18	175	<b>TOTAL ESTIMATED COST OF CONSTRUCTION</b>	<b>\$1,661,422</b>	<b>\$25,970,318</b>
December, 2018	YEAR TO DATE	TOTAL PERMITS ISSUED	December, 2018	YEAR TO DATE
18	175	BUILDING PERMITS	3,881	47,558
20	193	ELECTRICAL PERMITS	1,167	20,303
14	143	PLUMBING PERMITS	681	331,188
7	71	HEATING PERMITS	1,704	14,760
11	120	SIGN PERMITS	330	3,830
0	11	MISCELLANEOUS PERMITS	-- -----	675
0	0	SUMP PUMP PERMITS	-- -----	-----
0	0	ELECTRICIAN LICENSES	-- -----	-----
0	8	EARLY STARTS	-- -----	760
1	19	EROSION CONTROL	75	3,275
0	0	STATE PLAN APPROVALS	-- -----	-----
0	64	PARK & PLAYGROUND PAYMENTS	-- -----	19,200
10	28	WISCONSIN PERMIT SEALS	350	980
0	4	ZONING BOARD OF APPEALS APPLICATIONS	-- -----	1,200
0	5	ZONING CHANGES/P.U.D. APPLICATIONS	-- -----	2,309
0	2	PLAN COMMISSION - CONDITIONAL USES	-- -----	600
1	7	CERTIFIED SURVEY MAP REVIEWS	30	480
0	0	SUBDIVISION PLATTING REVIEW	-- -----	-----
0	0	MISCELLANEOUS REVENUE	-- -----	-----
0	0	(COPIES, POSTAGE, SALE OF MAPS, ETC.)	-- -----	-----
0	0	RESIDENTIAL BUILDINGS MOVED	-- -----	-----
0	0	NON-RESIDENTIAL BUILDINGS MOVED	-- -----	-----
0	0	CHANGE OF USE	-- -----	-----
0	0	RESIDENTIAL OCCUPANCY FEES	-- -----	-----
3	52	COMMERCIAL OCCUPANCY FEES	900	5,450
0	0	PIER PERMIT	-- -----	-----
0	7	DEMOLITION	-- -----	175
3	27	PLAN REVIEW FEE	1,850	10,500
		ADMIN FEE	439	5,532
TOTAL RECEIPTS DEPOSITED WITH CITY TREASURER			<b>\$11,407.00</b>	<b>\$468,775.00</b>

Cheryl Nault  
Building Inspection Dept.



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  
920-746-6901 FAX  
Email: kmontevideo@sturgeonbaywi.org

STURGEON BAY FIRE DEPARTMENT  
DECEMBER 2018 FIRE REPORT

DECEMBER INCIDENTS: 120  
YEAR TO DATE INCIDENTS: 1,313

INCIDENTS BY JURISTICTIION:

CITY - East Side: 74 Year to Date: 832  
27 – Medical Incident, Non-Emergent  
37 – Medical Incident, Emergent  
04 – Alarm/Detector Activation, No Fire

CITY - West Side: 31 Year to Date: 327  
10 – Medical Incident, Non-Emergent  
12 – Medical Incident, Emergent  
01 – Alarm/Detector Activation, No Fire  
01 – Assist Police or Government Agency  
01 – Smoke Scare/Odor of Smoke

Town of Sevastopol: 11 Year to Date: 85  
01 – Citizen Complaint  
01 – Vehicle Accident  
01 – Carbon Monoxide Incident  
02 – Unauthorized Burning

Town of Sturgeon Bay: 03 Year to Date: 50  
02 – Medical Incident, Emergent

AVERAGE RESPONSE TIME:

EMERGENT: 4.22 Minutes NON-EMERGENT: 4.50 Minutes  
03 – Carbon Monoxide Incident  
02 – Vehicle Accident  
01 – Assist Police or Government Agency

EMERGENT: 4.19 Minutes NON-EMERGENT: 4.11 Minutes  
01 – Carbon Monoxide Incident  
01 – Outside Equipment Fire  
02 – Gas Leak  
01 – Public Service  
01 – Unauthorized Burning

EMERGENT: 10.57 Minutes NON-EMERGENT: 11.4 Minutes  
01 – Assist Police or Government Agency  
03 – Arcing/Shorted Electrical Equipment  
01 – Medical Incident, Emergent  
01 – Authorized/Control Burning

EMERGENT: 7.25 Minutes NON-EMERGENT: N/A  
01 – Vehicle Accident

MUTUAL AID/MABAS INCIDENTS

Luxemburg: 0 Year to Date: 02  
Southern Door: 0 Year to Date: 07  
Brussels, Union, Gardner: 0 Year to Date: 07  
Gibraltar: 0 Year to Date: 01  
Jacksonport: 0 Year to Date: 01  
Baileys Harbor: 01 Year to Date: 01  
01 – Search for Person on Land

INPECTION REPORT:

Inspections – City of Sturgeon Bay:	<u>02 Inspections</u>	<u>3.0 Hours</u>
Inspections – Town of Sevastopol:	<u>0 Inspections</u>	<u>0 Hours</u>
Inspections – Town of Sturgeon Bay:	<u>0 Inspections</u>	<u>0 Hours</u>
Inspections – Town of Jacksonport:	<u>0 Inspections</u>	<u>0 Hours</u>

## **SPECIAL REPORTS, TRAINING AND MAINTENANCE**

### **MAINTENANCE:**

Firefighters installed wiring and a new monitor in the Closed Session Room; inventoried, organized and cleaned all apparatus; diagnosed and cleaned corrosion on connections for foam system on Engine 6; rewired Knox Box in Chief 10; installed new auto eject on Tender 1; replaced recalled tail lights on Truck 2; repaired damaged latch on Tender 3; waxed Engine 6, Brush 8 and Tender 3; installed antennas on trailer and insulated the roof; installed new airline and replaced air fittings on auto eject Engine 4; replaced the water line on the freezer at Westside Station and cleaned/degreased hoses and power units for extrication tools.

### **TRAINING:**

197.5 hours of training were conducted in December. Firefighters trained with ice rescue suits, equipment and procedures; driving and pump operations on fire apparatus; Blue Card Command System; Hybrid vehicle extrications/battery disconnects; PT FF Mann, PT FF Coyer & PT FF Kaster completed Firefighter I and Hazardous Materials training at NWTC in Green Bay and all firefighter participated in our annual review of Department Policies and Standard Operating Guidelines.

### **OTHER:**

Fire Chief and AC attended City and other Town meetings; installed three (3) car seats and conducted multiple station tours.

7d.

7d.

## BEVERAGE OPERATOR LICENSE

1. Strack, Diane K.



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

Phone 920-746-2900  
Fax 920-746-2905

Visit our website at: [www.sturgeonbaywi.org](http://www.sturgeonbaywi.org)

January 10, 2019

Stephanie Reinhardt  
City Clerk  
421 Michigan Street  
Sturgeon Bay, WI 54235

Ms. Reinhardt:

We, the undersigned, have received a request for certification of compliance by the applicant for issuance of a Class B Beer and Class C Wine license:

Heist, LLC  
DBA: Heist  
Agent; Ryan S. Castelaz  
108 South Madison Avenue  
Sturgeon Bay, WI 54235  
February 6 – June 30, 2019

This letter is to certify that the applicants and the premises comply with those regulations, ordinances and law. We observed no condition that would prevent issuance of the requested license.

Arleigh Porter, Police Chief  
City of Sturgeon Bay

John Teichtler, Sanitarian  
City of Sturgeon Bay/County of Door

Tim Dietman, Fire Chief  
City of Sturgeon Bay

only after  
Fire Dept. Inspection  
for occupancy



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

Phone 920-746-2900  
Fax 920-746-2905

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January 14, 2019

Stephanie Reinhardt  
City Clerk  
421 Michigan Street  
Sturgeon Bay, WI 54235

Ms. Reinhardt:

We, the undersigned, have received a request for certification of compliance by the applicant for issuance of a Class B Beer license:

Sturgeon Bay Visitor Center  
Agent: Pam Seiler  
36 South Third Avenue  
Sturgeon Bay, WI 54235  
Location: Martin Park

Dates:

6/12/19 – Harmony by the Bay  
6/19/19 – Harmony by the Bay  
6/26/19 – Harmony by the Bay  
7/3/19 – Harmony by the Bay  
7/10/19 – Harmony by the Bay  
7/17/19 – Harmony by the Bay  
7/24/19 – Harmony by the Bay  
7/31/19 – Harmony by the Bay  
8/7/19 – Harmony by the Bay  
8/14/19 – Harmony by the Bay  
8/21/19 – Harmony by the Bay

This letter is to certify that the applicants and the premises comply with those regulations, ordinances and law. We observed no condition that would prevent issuance of the requested license.

Arleigh Porter, Police Chief  
City of Sturgeon Bay

Tim Dietman, Fire Chief  
City of Sturgeon Bay

John Teichtler, Sanitarian  
City of Sturgeon Bay/County of Door



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

Phone 920-746-2900  
Fax 920-746-2905

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January 21, 2019

Stephanie Reinhardt  
City Clerk  
421 Michigan Street  
Sturgeon Bay, WI 54235

Ms. Reinhardt:

We, the undersigned, have received a request for certification of compliance by the :

Sturgeon Bay Visitor Center  
Agent: Pam Seiler  
36 South Third Avenue  
Sturgeon Bay, WI 54235

**Temporary Class B Beer license:**

Dates:

July 4, 2019 or July 5, 2019 (rain date) – Sturgeon Bay Celebrates - Sunset Park  
July 28 – 29, 2019 – Nicolet Bank Tall Ships Salute – Graham Park  
August 10, 2019 – Maritime on Museum – Madison Ave  
September 21, 2019 – Harvest Fest – Third Avenue to Michigan St. to Oregon

**Temporary Class B Wine license:**

Date:

June 22, 2019 – Door County Wine Fest – Sunset Park

**Temporary Class B Beer & Temporary Class B Wine license:**

Date:

September 21, 2019 – Harvest Fest & Street Art Auction – Martin Park

This letter is to certify that the applicants and the premises comply with those regulations, ordinances and law. We observed no condition that would prevent issuance of the requested license.

Arleigh Porter, Police Chief  
City of Sturgeon Bay

Tim Dietman, Fire Chief  
City of Sturgeon Bay

  
John Teichtler, Sanitarian  
City of Sturgeon Bay/County of Door



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

**TO THE HONORABLE MAYOR AND COMMON COUNCIL :**

We, the Parking & Traffic Committee, hereby recommend to Council to approve additional signage and roadway painting at the intersection of S. Oxford Ave. and Tacoma Beach Rd. as recommended by staff.

Respectfully submitted,

PARKING & TRAFFIC COMMITTEE  
By: Kelly Catarozoli, Chr.

RESOLVED, that the foregoing recommendation be adopted.

Dated: January 21, 2019

\* \* \* \* \*

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

#7

## EXECUTIVE SUMMARY

**DATE:** December 21, 2018

**TITLE:** Additional signage & roadway painting at the intersection of S Oxford Ave and Tacoma Beach Road

**BACKGROUND:** In October of 2018 a vehicle traveling on S Oxford Ave failed to navigate the curve at the transition to Tacoma Beach Road, went through the yard at address #507, and ultimately struck the home at address #531. Aaron Moriarity, the resident at 531 Tacoma Beach Road, called the City Engineer and stated that although it was the first time his residence was struck, vehicles have ended up in the front yard of his neighbor on previous occasions. He noted that there is an arrow on the sign post at the curve, but it does not give a lot of warning and requested that the intersection be reviewed.

After reviewing the location staff determined that it would be appropriate to remove the current sign and place new turn arrow signs approximately 175' prior to the curve from each direction. In addition, staff feels it would be appropriate to paint a double yellow centerline on the roadway between the new signs per the attached sketch.

**FISCAL IMPACT:** The cost to add the recommended signage and roadway painting would be approximately \$350.00.

**RECOMMENDATION:** Add 2 new turn arrows signs and a double yellow centerline at the intersection of S Oxford Ave and Tacoma Beach Road.

**SUBMITTED BY:** CU Sept

Chad Shefchik  
City Engineer

12-21-18

Date

**REVIEWED BY:** MB

Mike Barker  
Municipal Services Director

12-21-18

Date

**REVIEWED BY:** JLW

Josh VanLieshout  
City Administrator

12/21/18

Date



Google Maps

1010 S Oxford Ave

Accident KT 2018

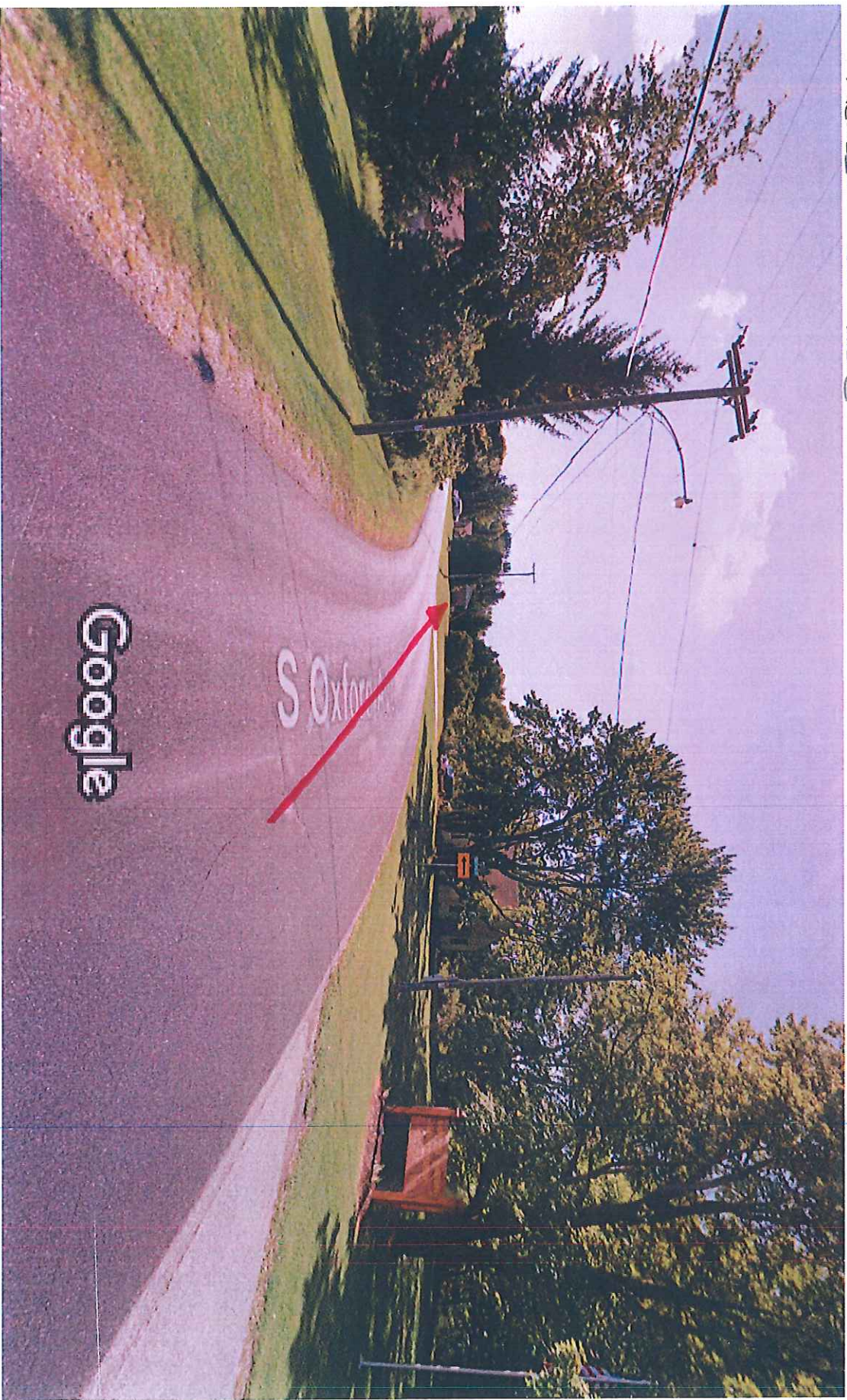


Image capture: Aug 2013

© 2018 Google



ADD (2) SIGNS & PAINT DOUBLE YELLOW  
CENTER LINE FROM SIGN TO SIGN

Printed 11/20/2018 courtesy of Door County Land Information Office

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



Door County, Wisconsin  
... for all seasons!



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

**R E C O M M E N D A T I O N****TO THE HONORABLE MAYOR AND COMMON COUNCIL :**

We, the Parking & Traffic Committee, hereby recommend to Council to direct staff to start the appraisal process for both the eminent domain and purchasing the whole parcel owned by Tim Ruenger.

Respectfully submitted,

**PARKING & TRAFFIC COMMITTEE**

By: Kelly Catarozoli, Chr.

RESOLVED, that the foregoing recommendation be adopted.

Dated: January 21, 2019

\* \* \* \* \*

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

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

## Olejniczak, Marty

---

**From:** VanLieshout, Josh  
**Sent:** Monday, January 21, 2019 10:28 AM  
**To:** Olejniczak, Marty  
**Subject:** Ruenger Property

Good morning Marty,

I have spoken with Tim Ruenger concerning the sale of right of way for the extension of Sawyer Drive. After speaking with Tim for some time, and discussing a number of different scenarios for the acquisition of his property he has decided that he will only sell all of the land or none of it, he does not wish to part with just the right of way. During the course of our conversation, I asked him what he thought his land was worth, while he didn't come right out and give a price per acre, he suggested that he felt the land should be priced as if it were in a developed condition (eg. roads, utilities, sto. water, etc.). I explained to Tim that such improvements are very expensive and the principal factors in driving the cost of a lot, and that his land is probably best looked at as agricultural property, as it isn't served with any utilities or other infrastructure. Ultimately Tim reminded me that he bought the property for hunting and riding his atvs and that he wasn't interested in selling just the right of way.

Given the above, this leaves the City with a couple choices:

1. See if TTX Leasing wants to make a deal on right of way
2. Begin the eminent domain process for right of way
3. Begin a purchase for the entire parcel

If the City is to acquire just the right of way, an appraisal will be necessary. Likewise, if the City is to purchase 30+ acres, an appraisal should be conducted so as to understand the true market value before making an offer. Options 2 and 3 can be run concurrently and by use of the same process and appraisal. Given the Counsel's desire to see the right of way acquired, let's get some proposals on a condemnation type appraisal. In the mean time, you and I should reach out to TTX Leasing to determine their interest in conveying right of way.

Joshua J. Van Lieshout  
Administrator  
City of Sturgeon Bay

(920) 746-2900

[www.sturgeonbaywi.org](http://www.sturgeonbaywi.org)

<https://www.facebook.com/cityofsturgeonbay/>



**FINANCE/PURCHASING & BUILDING COMMITTEE**  
**December 11, 2018**

A meeting of the Finance/Purchasing & Building Committee was called to order at 4:30pm by Alderperson Ward in the Council Chambers, City Hall. Roll call: Alderpersons Ward, Allman and Wiederanders were present. Also present: Alderperson Hayes, City Administrator Van Lieshout, Municipal Services Director Barker, Community Development Director Olejniczak, City Engineer Shefchik, Planning/Zoning Administrator Sullivan-Robinson and Receptionist Metzger. Mayor Birmingham entered at 4:30pm.

A motion was made by Alderperson Allmann, 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: Changing dock pass fees.
5. Consideration of: Acquisition of right-of-way extending Grant Avenue to Sawyer Drive.
6. Consideration of: Pre-Annexation agreement for Duquaine Development-W. Oak St. (Sawyer Drive)
7. Review bills.
8. Adjourn.

Carried.

The following spoke during public comment on agenda items and other issues related to finance & purchasing: Paul Anschutz 221 N 6<sup>th</sup> Ave; Chris Kellems, 120 Alabama St; Gary Nault 711 Hickory; David Hayes 111 N 7<sup>th</sup> Ave; Steven Biedas of Mau Associates.

Consideration of: Changing dock pass fees:

Municipal Services Director Barker explained that in an effort to simplify the cash handling process for the dock pass fees he is requesting to round the fees to an even dollar amount by increasing the resident annual dock pass by \$.65 and the non-resident annual pass by \$.14. He stated that by rounding the fee to an even amount it would eliminate counting change and reduce the time involved for staff to count the cash boxes. Mr. Barker stated that currently the dock cash boxes are transferred twice daily and end up being counted 4 times per day. After brief discussions, it was the consensus of the Committee to decrease the resident annual dock pass by \$.31 to the new rate of \$44.00 including tax and the non-resident pass decreases by \$.85 to the rate of \$73.00 including tax.

Moved by Alderperson Ward, seconded by Alderperson Allmann to forward a resolution to Common Council to approve the proposed dock pass fee decreases as follows:

<u>Fee</u>	<u>Current Rate</u>	<u>Proposed Rate</u>
Resident	\$42.00 plus tax	\$41.71 plus tax
Non Resident	\$70.00 plus tax	\$69.19 plus tax

→ Consideration of: Acquisition of right-of-way extending Grant Avenue to Sawyer Drive:

Community Development Director Olejniczak explained that this was referred by the Parking & Traffic Committee. It involves a road that is on the official map. The road was originally planned to go in as part of a development plan by HS Realty Partnership. The road would connect the existing part of Grant Ave to the dead-end portion of Sawyer Drive, which would have created an alternate exit for the development

planned by HS Partnership. Mr. Olejniczak stated the Partnership went bankrupt before the road was installed, the bank took back the property and eventually sold the property to a neighbor, Tim Ruenger. Mr. Ruenger has no interest in developing his property or selling the necessary right of way, he was aware prior to purchasing the property that the road was on the City's official map. Mr. Olejniczak continued to explain that the City entered into a memorandum agreement with the DOT that the roadway connection to Sawyer Drive would be installed as a condition of the permit for the highway access on Grant Ave. At this time the City is in violation of the memorandum agreement. City Engineer Shefchik explained that there is an existing gravel road that provides secondary access for EMS services. He stated the cost to complete the existing gravel road is \$85,000 plus an additional \$81,000 to pave the road. However, he explained that the road the City puts in may not be desirable if a developer comes in. After further discussions, the consensus of the Committee was to try to negotiate for the right-of-way with the property owner.

Moved by Alderperson Allmann, seconded by Alderperson Ward to direct Staff to negotiate with the landowner, for the price to obtain the right-of-way.

Consideration of: Pre-annexation agreement for Duquaine Development –W Oak St. (Sawyer Drive):

Community Development Director Olejniczak explained that Duquaine Development, Inc is proposing a multiple-family residential development on two lots which are located in the Town of Nasewaupée. The developers are requesting to hook up to municipal sewer and water. Mr. Olejniczak stated that the developer doesn't want to purchase the property unless they know they can do this project and the property owner isn't going to annex unless the property is going to be sold. In addition, annexing the parcels at this time would create a "town island" which is illegal under Wisconsin state statutes. He stated that the Sturgeon Bay Utilities has reviewed the concept and supports the proposed development hooking up to the utilities. Mr. Olejniczak continued to explain that the Town of Nasewaupée has virtually no development rules and that the City should also consider their level of municipal oversight. Discussions continued regarding potential options to address the creation of a "town island", the need for city approval of phase II and phase III of the development, and that the annexation should happen prior to January 1, 2020.

Moved by Alderperson Allmann, seconded by Alderperson Ward to recommend to Common Council to approve the proposed pre-annexation agreement with Duquaine Development Inc, for parcel #020-01-12272541B & C1 with stipulations honoring the building permits approved by the Town of Nasewaupée for Phase I and that Phase II and Phase III needs to be approved by the City of Sturgeon Bay and the annexation has to happen prior to January 1, 2020. Carried.

Review bills

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

Moved by Alderperson Wiederanders, seconded by Alderperson Allmann to adjourn. Carried. The meeting adjourned at 5:46 pm.

Respectfully submitted,  
Tricia Metzger



**DeGrave, Colleen**

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**From:** Olejniczak, Marty  
**Sent:** Monday, November 19, 2018 10:19 AM  
**To:** DeGrave, Colleen  
**Subject:** FW: Memorandum Violation  
**Attachments:** DOT permit for Grant Ave.pdf; MOA for Grant Ave - Hopf & City.pdf; MOA for Grant Ave - DOT & City.pdf; Maritime Plaza - Maritime Landing current status.pdf; Maritime Landing Subdivision Plan.pdf

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Please print this email and attached materials for the Committee. Thanks,

Marty

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**From:** Olejniczak, Marty  
**Sent:** Friday, October 19, 2018 11:32 AM  
**To:** Kalny, James M. (jkalny@dkattorneys.com)  
**Cc:** VanLieshout, Josh; SBDistrict4; Shefchik, Chad  
**Subject:** FW: Memorandum Violation

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Jim:

As stated in Alderwoman Avenson email below, we are requesting your opinion regarding the issue of the lack of an alternative street connection for the apartments located along Grant Avenue and Sycamore Street. Specifically, is there liability on the city if an accident occurs at the intersection of Grant Avenue/Highway 42-57?

Here is some background: The subject site was annexed into the city in 2006. The property owner was HS Realty Partnership (William Hopf). Hopf had a development plan for the front 25 acres to be developed into a commercial complex known as Maritime Plaza and the rear 40 acres into a residential subdivision known as Maritime Landing. The front commercial lots were created via certified survey map, but never sold or developed by Hopf. The first phase of the rear residential area was platted, which included 5 multiple-family residential lots. The five lots were sold and developed into 40 apartments but the balance of the rear area only had a preliminary plat approved and remained as one big parcel owned by Hopf.

The street access for the new lots was a new street called Grant Ave that extended north from Highway 42-57. The city required that the street be planned to connect to the end of Sawyer Drive, which is a dead-end town road at the northeast corner of the Hopf property. The city agreed via a memorandum of agreement to let the street be phased in. The agreement signed by the city in Oct 2008 and by Hopf in Jan 2009 required Hopf to obtain the necessary right-of-way that was outside of his property, get town approval for the connection, and construct a 16-foot wide driveway along the route of the future street for temporary emergency access. All of the above were accomplished by Hopf.

The MOA further required that the actual construction of the road was to be completed based upon various triggers. These were the development of the large commercial lot that was part of Maritime Plaza, construction of 15 homes in the rear residential part, or 5 years. The development never occurred to trigger the road but the 5 year time period has long passed.

The City applied for a DOT access permit for Grant Avenue on behalf of Hopf. The permit was granted on October 15, 2009 and was conditioned on a MOA between the DOT and City. That MOA had the same language as the MOA between City and Hopf. The road was built and the initial DOT requirements were complied with. But the 5 year time period passed.



Mr. Hopf's overall development never materialized. He went bankrupt and the property was foreclosed upon. The smaller commercial lots in the front were sold to private individuals. A small insurance office and a seasonal garden center were established on two of the lots. A 14-unit multiple-family building was approved on another lot and is under construction. The large commercial lot was acquired by the City. A portion of this was sold for development of 56 apartment units which are under construction. The rear land that was intended for the residential subdivision (and includes the planned extension of Grant Ave) was acquired by Tim Ruenger, a neighboring property owner. That owner has no intention of developing anything and is opposed to Grant Avenue connecting to Sawyer Drive.

At the time that the two apartment projects (56 units and 14 units) were under consideration, I discussed with DOT the impact of additional traffic. Dave Nielson of the DOT (who issued the access permit) informed me that the additional traffic from those units would not generate enough traffic to require improvements to the highway intersection. So far they have not pushed the city to connect Grant Avenue to Sawyer Drive. I assume, however, that based upon the MOA they could require the connection at any time.

The Council also considered the road connection issue at the time of approval for the apartments. They debated whether to wait on new development until the road was in place, but ultimately approved the developments without such contingency. The City Administrator and I had a few conversations with Mr. Ruenger about acquiring the necessary right-of-way but no agreement yet.

So again, we need your legal advice on this matter. Attached are some documents referenced in this email and a map/air photo of the site.

Marty Olejniczak  
Community Development Director  
City of Sturgeon Bay

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**From:** SBDistrict4  
**Sent:** Monday, October 15, 2018 6:34 PM  
**To:** Olejniczak, Marty  
**Cc:** VanLieshout, Josh  
**Subject:** Memorandum Violation

Good Morning,

I am writing to ask for an update on the following document that was brought to our attention at the last City Council meeting by Mr. Anschutz and Alderperson Catarozoli regarding the fact that the City of Sturgeon Bay is in violation with an agreement between the City and WDOT signed in 2008/09.

My concerns:

1. Are we prioritizing the safety of our citizens when we know we are in violation of traffic updates needed according to the WDOT once that development grew to a certain size?
2. Are we protecting our tax paying citizens from an unneeded lawsuit if in fact the unthinkable happened and someone's life was taken because we didn't make this a priority?
3. I am not willing to wait for the unthinkable to happen for the City to act and the State to enforce, we owe it to our citizens to put their safety first.

Josh, can you please contact our attorney with this issue and get his opinion on what would happen if we were found to be in violation of this memorandum?

COPY

MEMORANDUM OF AGREEMENT

BETWEEN

CITY OF STURGEON BAY

AND

HS Realty Partnership, LLP

The Memorandum of Agreement (MOA) between the City of Sturgeon Bay (City) and HS Realty Partnership LLP is being executed to provide for the improvements needed at the STH 42/57 & Grant Avenue due to the Maritime Plaza Development and Maritime Landing plat (Development).

The traffic generated by the proposed development and the increase in the background traffic in the area will have a direct impact on the traffic flow of STH 42/57. Improvements will be required now and possibly in the future in order to maintain a satisfactory level of service.

The terms of this memorandum have been developed by representatives from the City and HS Realty Partnership LLP. By signing this document, authorized officials from the City and HS Realty Partnership LLP agree to the terms listed herein. The terms will be binding upon the successors and assigns of HS Realty Partnership LLP.

TERMS OF THE MEMORANDUM OF AGREEMENT

A. The following initial improvements shall be made by HS Realty Partnership LLP:

1. Modify TWLTL markings to provide for a Northbound STH 42/57 left turn lane (350' turn lane with 150' taper). Southbound STH 42/57 200' painted median.
2. Southbound STH 42/57 200' right turn lane with 150' taper. The turn lane shall be 12' wide. The existing shoulder shall be removed and replaced with 4" asphalt over 16" of base course.

B. The following future improvements, if required by the Wisconsin DOT, shall be the responsibility of the City to complete. HS Realty Partnership, LLP and its successors agree to reimburse the City for all expenses related to such future improvements:

1. If the Wisconsin DOT or the City determines there are safety issues associated with the intersection not having a raised median, HS Realty Partnership LLP and its successors will reimburse the City for raising the existing median to the same dimensions as what is to be painted.
2. If the intersection warrants traffic control in the future outside of a Wisconsin DOT programmed improvement project the City will be responsible for the warrant analysis and DOT ordered improvements (roundabout or traffic signals).

In that event, HS Realty Partnership LLP and its successors and assigns will reimburse the City for such expense.

C. Grant Avenue shall be connected to Sawyer Drive within 5 years of the connection to STH 42/57, or when 15 homes are constructed, or when the large commercial lot located immediately south of the Maritime Landing residential subdivision is developed, whichever comes first. Until such time that the street connecting to Sawyer Drive is fully improved, a minimum 16-foot wide driveway shall be constructed and maintained between Sawyer Drive and improved streets within the subdivision prior to occupancy of any building constructed on the lots within the development.

HS Realty Partnership LLP shall provide to the City a letter of credit or other financial assurance acceptable to the City to cover the expected construction costs of the street connection to Sawyer Drive. The personal guaranty submitted by William Hopf is an acceptable financial assurance for this obligation. Mr. Hopf guarantees the payment of financial obligations of HS Realty Partnership LLP under this agreement according to the terms of such guaranty.

D. Payment of reimbursements. The payments to be made herein by HS Realty Partnership LLP and its successors shall be allocated to the six commercial parcels within the Maritime Plaza Development as follows:

Lot 1 of CSM volume 14, page 235 = 10%

Lot 2 of CSM volume 14, page 235 = 10%

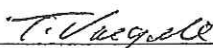
Lot 3 of CSM volume 14, page 235 = 10%

Lot 4 of CSM volume 14, page 235 = 10%

Lot 6 of Maritime Landing plat = 10%

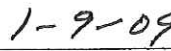
Approximately 12 acre commercial lot (portion of parcel no. 2816612003301) that is bounded by Sycamore Street, Grant Avenue, Viburnum Street, and the west city limits = 50%

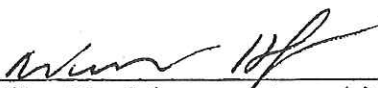
Reimbursements shall be paid to the City within 30 days of invoice from the City Clerk or Treasurer. If payments are not made as provided herein, outstanding charges shall be assessed against each non-paying commercial property in the Maritime Plaza Development in the proportion described above as a special assessment under Wis. Stat. 66.0703.

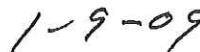
  
Thomas Voegele, Mayor  
City of Sturgeon Bay

  
Date

  
HS Realty Partnership LLP, by  
William Hopf, Partner

  
Date

  
William Hopf, (as guarantor only)

  
Date



# MEMORANDUM OF AGREEMENT

BETWEEN

CITY OF STURGEON BAY

AND

WISCONSIN DEPARTMENT OF TRANSPORTATION

The Memorandum of Agreement (MOA) between the City of Sturgeon Bay (City) and the Northeast Region Office of the Wisconsin Department of Transportation (DOT) is being executed to provide for the improvements needed at the STH 42/57 & Grant Avenue due to the Maritime Plaza Development (Development).

The traffic generated by the proposed development and the increase in the background traffic in the area will have a direct impact on the traffic flow of STH 42/57. Improvements will be required now and possibly in the future in order to maintain a satisfactory level of service.

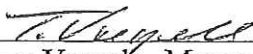
The terms of this memorandum have been developed by representatives from the City and the DOT. By signing this document, authorized officials from the City and the DOT agree to the terms listed herein. The terms will be binding unless representatives of both signing parties agree to the modifications.

## TERM OF THE MEMORANDUM OF UNDERSTANDING

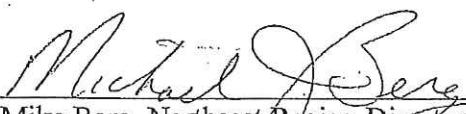
### Initial Improvements:

1. Modify TWLTL markings to provide for a Northbound STH 42/57 left turn lane (350' turn lane with 150' taper). Southbound STH 42/57 200' painted median.
2. Southbound STH 42/57 200' right turn lane with 150' taper. The turn lane shall be 12' wide. The existing shoulder shall be removed and replaced with 4' asphalt over 16' of base course.
3. If there becomes safety issues associated with the intersection not having a raised median the City will be responsible for raising the existing median to the same dimensions as what is to be painted.

4. If the intersection warrants traffic control in the future outside of a DOT programmed improvement project the City will be responsible for the warrant analysis and DOT ordered improvements (roundabout or traffic signals).
5. The appropriate vision corners shall be dedicated.
6. The nearest driveway or public street connection to the new road (Grant Avenue) shall be no closer than 225' from the STH 42/57 right of way on the west side and no closer than 200' from the STH 42/57 right of way on the east side.
7. The City shall provide proof of ownership of the roadway.
8. The public street connecting to STH 42/57 shall be connected to Sawyer Drive within 5 years of the connection to STH 42, or when 15 homes are constructed, or when the large commercial lot located immediately south of the residential subdivision is developed, whichever comes first. Until such time that the street connecting to Sawyer Drive is fully improved, a minimum 16-foot wide driveway shall be constructed and maintained between Sawyer Drive and improved streets within the subdivision prior to occupancy of any building constructed on the lots within the development.

  
Thomas Voegelé, Mayor  
City of Sturgeon Bay

10/24/08  
Date

  
Mike Berg, Northeast Region Director  
Wisconsin Department of Transportation

3/12/09  
Date



**Maritime Plaza/Maritime Landing  
Current Status - Oct, 2018**

Tim Ruenger  
homestead

Sawyer Dr

Tim Ruenger Parcel

Gravel driveway  
(future Grant Ave)

Original 40 apartments  
completed in 2009

Sycamore St

14 townhomes units under  
construction on this parcel

56 apartment units under  
construction on this parcel

Grant Ave

Viburnum St

Garden Center

Insurance  
Office

Highway 42-57





LOCATED IN:  
THE NW 1/4 AND THE SW 1/4 OF THE SW 1/4 OF SECTION 12,  
TOWNSHIP 27 NORTH, RANGE 25 EAST, CITY OF  
STURGEON BAY, DOOR COUNTY, WISCONSIN.



CAD : MCM/HOW/SSB-PRZ  
SHEET 1 OF 1  
JOB NO. 13366  
6-3-03



## NOTICE OF PUBLIC HEARING

The City of Sturgeon Bay Common Council will hold a public hearing in the Council Chambers, 421 Michigan Street, Sturgeon Bay, Wisconsin on Tuesday, February 5, 2019, at 7:00 PM or shortly thereafter, for the purpose of considering an amendment to Chapter 20 of the Municipal Code (Zoning Code). The proposed text amendment would allow structures designated by the city, state or federal government as historic to be exempt from the maximum height for a building, provided any increases in height would be subject to review by the Sturgeon Bay Historic Preservation Commission. A copy of the proposed text amendment can be viewed in the Community Development Department at City Hall, 421 Michigan Street, weekdays between 8:00 am to 4:30 pm. The public is invited to give testimony in favor or against the proposed amendment, either in person at the hearing or in writing.

By order of:

The City of Sturgeon Bay Common Council  
Stephanie Reinhardt  
City Clerk

ORDINANCE NO. \_\_\_\_\_

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

SECTION 1: Section 20.27(2) of the Municipal Code of the City of Sturgeon Bay, Wisconsin is hereby repealed and recreated as follows:

Zoning District	Minimum Lot Area (square feet)	Minimum Lot Width (feet)	Single Family	Two Family	Multiple Family	Street (feet)	Side (feet)	Rear (feet)	Maximum Building Height (feet)	Single Family	Two Family	Floor Area per Dwelling Unit (square feet)		
												1 Bedroom	2 Bedroom	3+ Bedroom
R-1	10,000	85	10,000	—	—	25	10	25	35	1,400	—	—	—	
R-2	7,500	70*	7,500	6,000#	—	25	10	25	35	800	500/1,500##	—	—	
R-3	7,500	70*	7,500	6,000#	3,500	25	10	25	35	800	500/1,500##	500	750	1,000

[illegible]

- \* Within these districts, the minimum lot width shall be increased to 80 feet for lots used for two-family or multiple-family dwellings, except that the minimum lot width shall remain 70 feet for existing single-family dwellings constructed prior to Jan. 1, 2004 that are converted into two-family dwellings.

\*\* ~~Buildings used for agricultural purposes may exceed this height. See Section 20.27(4) for additional height standards.~~

SECTION 2: Section 20.27(4), (5), and (6) of the Municipal of the City of Sturgeon Bay, Wisconsin is hereby repeal and created as follows:

**(4) Exceptions to the height requirement:**

- (a) Buildings used for agricultural purposes may exceed the maximum height requirement.
- (b) Buildings that have been designated as historic structures on a local, state or national register of historic places shall be exempt from the maximum building height provided any increase in height is approved by the Historic Preservation Commission.
- (4) ~~(5)~~ *Zero lot line duplexes (attached dwelling units).* In districts where two-family dwellings are allowed, such dwellings may be developed as zero lot line duplexes (attached dwellings units), subject to the following requirements:
  - (a) The side yard for adjoining lots identified for attached dwelling units may be zero along the common lot line, provided that:
    - (1) Each lot shall have a minimum lot width of 40 feet and a minimum lot area of 4,000 square feet and a combined minimum lot width of 80 feet and minimum lot area of 12,000 square feet.
    - (2) Such adjoining lots proposed for the zero side yard are held under the same ownership at the time of initial construction.
    - (3) The adjoining side yard setback of the lot adjacent to the zero side yard setback is also zero.

(4) The opposite side yard is not less than required under subsection (2).

(5) Easements shall be provided across zero lot lines where necessary for water, sewer and utility services.

(b) The construction of the dwelling units shall meet the following requirements at all times:

(1) There shall be a minimum one-car enclosed garage, attached to such main building, for each unit.

(2) The exterior materials and roof materials on each unit shall be the same color and consistency.

(3) The plans, specifications, and construction of such buildings shall include the installation of separate sewer, water and other utility services to each dwelling unit.

(c) Matters of mutual concern to adjoining property owners due to construction, catastrophe, and/or maintenance shall be governed by private covenants, declarations, or deed restrictions and the City of Sturgeon Bay shall not be responsible for the same. A copy of such covenants, declarations, or restrictions shall be submitted to the city for its review prior to issuance of a building permit.

(d) Zero lot line duplexes (attached dwelling units) shall only be permitted on lots that have been identified for such development on the applicable subdivision plat or certified survey map. Such lots shall be identified at the time of approval of the subdivision plat or certified survey map (CSM). For all such lots containing less than 70 feet of lot width or 8,400 square feet of lot area, a covenant shall be placed on the face of the subdivision plats and certified survey maps creating such lots as follows: "Development on Lots (*list lot numbers*) is restricted to the construction of zero lot line duplexes (attached dwelling units)." No odd number of lots may be created nor may construction skip an odd number of lots.

(5) ~~(6)~~ (6) *Setback from navigable water.* All principal and accessory buildings shall be located at least 25 feet from the ordinary high water mark of all navigable water.

SECTION 3: The ordinance shall take effect on the day after its publication.

Approved:

Thad Birmingham  
Mayor

Attest:

Stephanie L. Reinhardt  
City Clerk

Executive Summary  
Height Exemption for Historic-Designated Structures  
January 25, 2019

**Background:** The Common Council referred a potential zoning code amendment for an exemption to the maximum height to the Plan Commission. On December 19<sup>th</sup>, the Plan Commission reviewed the amendment regarding a height exemption for historically designated structures. After consideration, a motion to recommend rejection of the amendment failed to pass on a 2-2 tie vote. At that time, the chair of the Commission determined to send the item back to the Council without a formal recommendation. Thus, the Council gets to decide whether to proceed with the amendment, but without the benefit of a recommendation.

The proposed code amendment would allow any structure, which is currently designated as historic by the City (under Chapter 28), State, and/or Federal Register of Historic Places to be exempt from maximum height limitation outlined in section 20.27 of municipal zoning code. If the height of the building is to be increased via modification, approval is required from the Historic Preservation Commission. In your packet is a copy of the sample language.

In the City, there aren't a lot of historically designated structures that exceed this height limit. The potential relocation of the grain elevator could benefit from the rule change, but that possibly could be the only instance where the code could apply. Those existing structures that don't meet height requirement are covered by nonconforming building rules and are allowed to be maintained.

In addition, zoning code also allows other means for obtaining project approval. The Planned Unit Development process allows for a custom ordinance based on the proposed development. Another option is to apply for a variance, if there is belief that there is a hardship imposed on the applicant. Staff generally sees no issue with the request because it benefits recognized historic structures, but also doesn't believe there is a clear need for pursuing a code change.

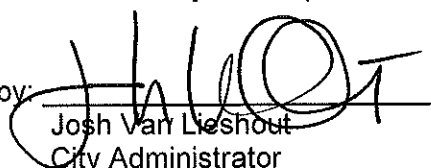
**Options:** The Council has the option to proceed with the ordinance amendment as presented or with changes. As required by statute, a first and second reading of the ordinance will occur at this meeting and the next. The Council can request further review by Staff if there are other items to consider. The Council can deny the draft ordinance and then the matter would be dropped.

Prepared by:   
Christopher Sullivan Robinson  
Planner / Zoning Administrator

Date: 1-29-19

Reviewed by:   
Marty Olejniczak  
Community Development Director

Date: 1-29-19

Reviewed by:   
Josh Van Lieshout  
City Administrator

Date: 1-29-19

## NOTICE OF PUBLIC HEARING

The City of Sturgeon Bay Common Council will hold a public hearing in the Council Chambers, 421 Michigan Street, Sturgeon Bay, Wisconsin on Tuesday, February 5, 2019, at 7:00 PM or shortly thereafter, for the purpose of considering amendments to Chapter 20 of the Municipal Code (Zoning Code). The proposed text amendments pertain to accessory dwelling units (ADU's), which are defined as a smaller, secondary independent dwelling unit on the same lot as the principal dwelling. The proposed amendments would allow ADU's as a conditional use in the R-2, R-3, R-4, C-5, and A zoning districts. The amendments also create various requirements and restrictions for ADU's. A copy of the proposed text amendments can be viewed in the Community Development Department at City Hall, 421 Michigan Street, weekdays between 8:00 am to 4:30 pm. The public is invited to give testimony in favor or against the proposed amendments, either in person at the hearing or in writing.

By order of:  
The City of Sturgeon Bay Common Council  
Stephanie Reinhardt  
City Clerk



## ORDINANCE NO. \_\_\_\_\_

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

SECTION 1: Section 20.03 Definitions. of the Municipal Code (Zoning Code) of the City of Sturgeon Bay, Wisconsin is hereby repealed and recreated as follows:

*Accessory dwelling unit:* A smaller, secondary dwelling unit on the same lot as a principal dwelling. Accessory dwelling units are independently habitable and provide the basic requirements of shelter, heating, cooking and sanitation.

SECTION 2: Section 20.10(2)(c) of the Municipal Code (Zoning Code) of the City of Sturgeon Bay, Wisconsin is hereby created as follows:

(c) Accessory Dwelling Units, subject to the following:

1. Not more than one accessory dwelling unit shall be permitted on a lot.
2. Accessory dwelling units shall be allowed only on a lot having at least 7,000 square feet.
3. Accessory dwelling units shall not exceed 800 square feet in floor area and shall have a minimum floor area of 250 square feet.
4. The property owner of record must reside in either the primary dwelling unit or the accessory dwelling unit as their permanent and legal address. A restrictive agreement shall be recorded to this effect.
5. In addition to off-street parking spaces required for the primary dwelling unit, a minimum of one off-street parking space for an efficiency or one-bedroom accessory dwelling unit, or a minimum of two off-street parking spaces for a two or more bedroom accessory dwelling unit, shall be provided.
6. Short-term rental restrictions.
  - a. The accessory dwelling unit shall not be rented for periods of less than 7 consecutive days.
  - b. If the accessory dwelling unit is rented for periods of more than 6 but fewer than 29 consecutive days, the total number of days within any consecutive 365-day period that the dwelling may be rented shall not exceed 180 days. The maximum 180 days shall run consecutively within each 365-day period. The owner

of the accessory dwelling unit shall notify the city clerk in writing when the first rental within a 365-day period begins.

- c. A restrictive agreement shall be recorded to this effect.
  - d. If the property owner of record resides in the accessory dwelling unit, then these short-term rental restrictions shall apply to the primary dwelling unit.
- 7. The accessory dwelling unit shall not be conveyed or separated in ownership from the primary dwelling unit.
  - 8. The accessory dwelling unit shall comply with the Sturgeon Bay Housing Code (chapter 22 of the municipal code) and with all pertinent building codes.
  - 9. Accessory dwelling units may be attached to or detached from the single-family residence.
  - 10. Attached accessory dwelling units shall comply with the following:
    - a. The accessory dwelling unit shall be clearly incidental to the principal dwelling unit and the building's exterior shall appear to be single-family.
    - b. If the accessory dwelling unit is created from a portion of the principal dwelling unit, the floor area of the principal dwelling unit shall not be reduced below the minimum floor area required for the zoning district in which it is located.
    - c. Location of entrances. Only 1 entrance may be located on the facade of the dwelling facing the street, unless the dwelling contained additional entrances before the accessory dwelling unit was created. An exception to this regulation is entrances that do not have access from the ground such as entrances from balconies or decks.
    - d. Exterior stairs. Fire escapes or exterior stairs for access to an upper level accessory dwelling shall not be located on the front of the primary dwelling unit.
  - 11. Detached accessory dwelling units shall comply with the following:
    - a. The accessory dwelling unit shall be subject to the requirements of section 20.29 *Accessory building height and area regulations*.
    - b. The accessory dwelling unit shall comply with all building code regulation relating to dwellings.

- c. Floor Area. The floor area of accessory dwelling unit shall be exempted from the maximum floor area for accessory buildings on the lot.

SECTION 3: Section 20.11(2)(d) of the Municipal Code (Zoning Code) of the City of Sturgeon Bay, Wisconsin is hereby created as follows:

- (p) Accessory Dwelling Units, subject to the requirements set forth in section 20.10(2)(c).

SECTION 4: Section 20.12(2)(l) of the Municipal Code (Zoning Code) of the City of Sturgeon Bay, Wisconsin is hereby created as follows:

- (p) Accessory Dwelling Units, subject to the requirements set forth in section 20.10(2)(c).

SECTION 5: Section 20.175(2)(p) of the Municipal Code (Zoning Code) of the City of Sturgeon Bay, Wisconsin is hereby created as follows:

- (p) Accessory Dwelling Units, subject to the requirements set forth in section 20.10(2)(c).

SECTION 6: Section 20.22(2)(m) of the Municipal Code (Zoning Code) of the City of Sturgeon Bay, Wisconsin is hereby created as follows:

- (m) Accessory Dwelling Units, subject to the requirements set forth in section 20.10(2)(c).

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

Approved:

---

Thad Birmingham  
Mayor

Attest:

---

Stephanie L. Reinhardt  
City Clerk

Executive Summary  
Accessory Dwelling Unit Ordinance  
January 25, 2019

**Background:** An accessory dwelling unit is a smaller secondary dwelling in addition to the principal dwelling on a lot. These are often referred to as a granny flat or a mother in law apartment. The extra unit can either be a stand-alone structure or be incorporated into the principal dwelling. In Door County, such units often serve as a guest quarters.

Currently, Sturgeon Bay zoning code does not allow accessory dwelling units, unless the property is zoned for two-family residential and complies with the construction standards (square-footage, lot size, etc.). Otherwise, current zoning would allow this use through a Planned Unit Development.

The Plan Commission and Council considered this issue about one year ago. The Commission recommended approval of an ordinance, but it was not adopted by the Council. Recently, the Council referred the issue to the Plan Commission to take another look at a potential ordinance.

Nationally, ADU's have gained favor as a means of increasing the supply of affordable housing, both for the tenant and the primary homeowner. They are also touted as a means of addressing the aging population, by allowing elderly family members to live in an independent unit, but next to the rest of the family.

Door County considered this issue a few years ago and amended its zoning code in 2011 to permit this use (they call it secondary dwelling units) in all single-family residential districts. The county planner reports that there has not been any significant opposition to the new use and there have not been problems so far. Approximately  $\frac{3}{4}$  of the secondary dwelling units are in detached buildings and about a quarter are attached to the main dwelling (either through an addition or dividing up the original house).

In the comprehensive plan, there are no specific recommendations for ADU's, but there are a few relevant points to consider. The plan outlines the need to maintain a diverse, high quality housing inventory that meets the needs of the community. It also outlines the need to provide adequate opportunities for housing development and redevelopment. According to the information outlined within the comprehensive plan it is within the interest of the City to investigate any opportunity that could help rehabilitate the housing stock and promote population growth/diversity.

**Plan Commission Review:** There was concern about the possibility of ADU's being used for short-term vacation rental. Since the Plan Commission's previous review and recommendation, the State enacted a statute that limits the authority to prohibit such short-term rentals. The previously recommended version of the ADU ordinance prohibited such short-term rentals, but the current version follows the language of the statute, whereby rental periods of less than 7 days are prohibited and rental periods of 7 to 29 days are limited to 180 days in a calendar year. The Commission has the belief

that ADU's should not become the next tourist rooming house option, but the state has limited the City's authority.


The Plan Commission also has a concern about ADU's being allowed in the R-1 district, especially given the limited authority over short-term rentals. This use may be in conflict with the district's purpose of low density dwellings. So the ADU use was dropped from that district in the proposed ordinance.

Overall, the Plan Commission recommended approval of the ADU ordinance, which allows ADU's as a conditional use subject to restrictions in the R-2, R-3, R-4, C-5, and A districts.

**Options:** The Council can:

- Approve the Plan Commission's recommendation (modified, if necessary). Following the hearing the amendment would need to be approved via two readings of the proposed ordinance amendment.
- Reject the Plan Commission's recommendation. The matter would then be dropped from consideration.
- Refer the matter back to the Plan Commission. If there are substantive changes desired or if there issues that need more consideration, the Plan Commission could be directed to review this issue further.

**Recommendation:** Staff is in support of the Accessory Dwelling Unit ordinance creation.

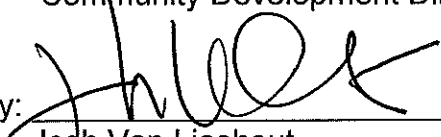
Prepared by: 

Christopher Sullivan Robinson  
Planner / Zoning Administrator

Date: 1-29-19

Prepared by:   
Marty Olejniczak  
Community Development Director

Date: 1-29-19

Prepared by:   
Josh Van Lieshout  
City Administrator

Date: 1-29-19



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

Thad Birmingham  
Mayor

920-746-2900 (Voice)  
920-746-2905 (Fax)  
[sbmayor@sturgeonbaywi.org](mailto:sbmayor@sturgeonbaywi.org)

RECEIVED  
1/18/19

January 18, 2019

Stephanie Reinhardt, Clerk  
City of Sturgeon Bay  
421 Michigan Street  
Sturgeon Bay, Wisconsin 54235

Re: Veto of Council Action Approving Resolution to accept donation of Teweles and Brandeis Grain Elevator with endowment and to enter into a land lease and to request facilitation by the Door County Community Foundation

Dear Ms. Reinhardt,

This letter serves as my veto of agenda item 15, "Resolution to accept donation of Teweles and Brandeis Grain Elevator with endowment and to enter into a land lease and to request facilitation by the Door County Community Foundation" taken at the Tuesday January 15, 2019 meeting of the Common Council of the City of Sturgeon Bay.

Chapter 62.09(8)(c) Wis. Stats. identifies the process for execution of a veto. The statute in whole reads: *"The mayor shall have the veto power as to all acts of the council, except such as to which it is expressly or by necessary implication otherwise provided. All such acts shall be submitted to the mayor by the clerk and shall be in force upon approval evidenced by the mayor's signature, or upon failing to approve or disapprove within 5 days, which fact shall be certified thereon by the clerk. If the mayor disapproves, the mayor's objections shall be filed with the clerk, who shall present them to the council at its next meeting. A two-thirds vote of all the members of the council shall then make the act effective notwithstanding the objections of the mayor."*

As Mayor it is incumbent on me explain to the common council and the electorate why I am taking this extraordinary action.

First, this action of Common Council directly contradicts their decision of November 20, 2018. The reasons stated by Alders Allmann and Hauser for placing this item back on the agenda are weak at best and contradictory to their own previous commitment to follow a public process of determining the plan for the West Waterfront area. A process that other members of Common Council and public were led to believe would be inclusive and independent.

Second, the Council is relying only on information supplied by the Sturgeon Bay Historical Society Foundation, Inc. (SBHSF) for project cost estimates that are going on four years old.

That estimate relied upon an analysis from 2013, long before the deterioration visible today was noted. Construction costs are much higher today. A new cost analysis to restore the grain elevator is needed before the Council can properly act.

Third, while it has been stated that the property only takes 1/20<sup>th</sup> of the land available below the OHWM, the Council hasn't considered other subordinate needs to serve the donated grain elevator. Improvements such as parking, access lanes and sidewalks and so forth all consume space. It is foolish to accept the SBHS notion that such needs won't be necessary (Restoration and Preservation of the Teweles & Brandeis Grain Elevator; pg. 3).

Fourth, while it may be true the foot print of the structure is small, the building nevertheless could have a detrimental impact on tax increment generating uses on or near the site. For instance, a storage building for tugboat use could be situated on the property below the OHWM. Plus, public parking or green space to support private uses above the OHWM could be needed on the site. The Council has fully neglected to consider this fact. This donated project, based on the stated conditions, seems to preclude the use of the structure as a means to generate increment necessary to finance public improvements such as walkways, fishing areas, landscaping and other treatments in the tax increment district.

Fifth, the gift as stated in the January 10, 2019 letter to the Sturgeon Bay Historical Society from the Door County Community Foundation has several conditions the Society must meet in order to make use of the funds. What guarantee is there that the Historical Society will meet those conditions?

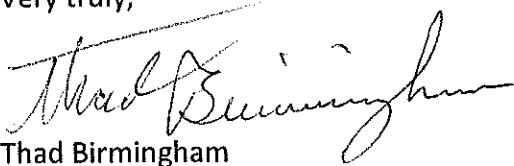
Sixth, the SBHSF makes the argument that receiving this asset and placing it on City owned property won't have a significant cost of ownership. But the SBHSF business plan is relying upon comparisons with the Rotary Pavilion at Sawyer and with the Kress Center in Egg Harbor. There is no guarantee or even a plan that the grain elevator can be converted to a public assembly use.

As the letter is written, donations made between now and whenever, will only serve to reduce the amount of money this donor is willing to give.

The Community Foundation is not guaranteeing there will be sufficient funds to cover the cost of the project, as the Community Foundation clearly states this is a fundraising effort of the Historical Society. I am unaware of any campaign, public or private, of the Sturgeon Bay Historical Society to raise additional funds.

For the reasons expressed above, this letter is a veto of the foregoing council actions. Please serve this notice upon the Common Council at their next meeting as required by statute.

Very truly,

A handwritten signature in cursive script, reading "Thad Birmingham". The signature is written in dark ink and is positioned above the printed name and title.

Thad Birmingham  
Mayor, City of Sturgeon Bay

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter called the "Agreement") is made as of the \_\_\_\_ day of February \_\_, 2019, by and between the THE CITY OF STURGEON BAY (the "City"), and STURGEON BAY HISTORICAL SOCIETY FOUNDATION, INC., a Wisconsin non-stock corporation ("DEVELOPER"). The City and Developer may be individually referred to as a "Party" and collectively as the "Parties."

### RECITALS

A. The City owns a vacant parcel or real property legally described on the attached Exhibit A (the "Property").

B. Included with the legal description of the Property is land that lies below the ordinary high water mark of the waters of the State of Wisconsin and, therefore, irrespective of its legal description and any riparian rights held by the City, is owned by and subject to the jurisdiction of the State of Wisconsin. Hereafter in this Agreement, that part of the Property that is owned by the City will be referred to as the "City Land" and that part of the Property that is owned by the State will be referred to as the "Lakebed Land." A map of the Property showing the boundary between the City Land and the Lakebed Land is attached hereto as Exhibit B.

C. The Property is the subject of a remediation plan approved by the Wisconsin Department of Natural Resources ("WDNR") in relation to BRRTS File Nos. 03-15-000659, 02-15-544253 and 06-15-560738 (the "Remediation Plan"), but the Property remains an active remediation site.

D. Developer owns a structure known as the Teweles and Brandeis Grain Elevator (the "Granary"), which is officially listed on the Wisconsin Registry of Historic Places and on the National Registry of Historic Places and was formerly located upon the Lakebed Land.

E. The Granary is currently located on property owned by Shipyard Development, LLC, but Shipyard Development, LLC has given notice to Developer that the Granary must be moved from its current location within 30 days of January 4, 2019.

F. Developer desires to move the Granary onto a part of the Lakebed Land, place it on a base in its former location at the Property, to then make certain renovations to the Granary (together, the "Project") and, upon completion of the Project, convey the Granary to the City.

G. The pilings upon which the Granary formerly stood remain upon the Lakebed Land, but, depending on the uses of the Granary and applicable codes, the Parties are not certain of the sufficiency of those pilings to support the renovated Granary and the contemplated uses of the renovated Granary.

H. As stated in the attached Exhibit C, the Door County Community Foundation ("the Foundation") has given written assurance to the City that a family in Door County has pledged to guarantee up to \$1,250,000 of funds for the repair, restoration and future maintenance



of the Granary, contingent upon the City and Developer articulating a collaborative vision for the renovation and operation of the Granary and coming to final terms regarding the same.

I. The City's Historic Preservation Commission has recommended that the City make every diligent effort to safely stabilize, save and restore the Granary, using private funds from Developer and the Foundation.

J. As indicated in the attached Exhibits D and E, Developer has delivered to the City (a) an offer to transfer ownership of Teweles and Brandeis Grain Elevator to City of Sturgeon Bay and (b) a document entitled Restoration and Preservation of the Teweles and Brandeis Grain Elevator that provide an overview of the renovation and operation of the renovated Granary that indicates a financial benefit to the City for the ownership and operation of the Granary without the investment of public funds.

K. The City has determined that completion of the Project will result in a benefit to the City and the public.

L. The City and Developer desire to set forth the terms by which the Project will be approved and performed.

### **AGREEMENT**

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

1. Conditions Precedent Before Commencement of Project. Developer may commence the Project, including relocating the Granary to the Property, only after Developer has first fulfilled the following conditions to the satisfaction of the City, in the City's sole discretion:

(a) Lakebed Lease. The City shall have entered into a Lakebed Lease with the State of Wisconsin for the Lakebed Land and such other land as the City may desire to lease from the State in relation to the Property, on terms acceptable to the City in its sole discretion.

(b) Lakebed Sublease. The City shall have entered into a Lakebed Sublease with Developer regarding a portion of the Lakebed Land in the form of the attached Exhibit F. The Property subject to the Lakebed Lease is hereinafter referred to as the "Project Site." A depiction of the Project Site is attached hereto as Exhibit G.

(c) Access Easement. Developer shall have been granted a temporary access easement from the City over the City Land to the border of the Lakebed Land in the form as attached hereto and marked Exhibit H, for the purpose of ingress and egress to the Project Site by Developer and its contractors. For purposes of Developer's responsibilities regarding access to and condition and maintenance of the Project Site, the land covered by the temporary access easement shall be included in the term "Project Site."

(d) Permits and Approvals. Developer shall have procured all permits and approvals required for the transportation of the Granary to the Project Site, the placement of the Granary upon pilings sufficient to support the Granary, and the renovation of the Granary. Developer shall have presented the City with a study from an engineer satisfactory to the City and the State of Wisconsin that details the methods and estimated cost of providing a sufficient base of support for the Granary, which shall include an analysis of the condition and suitability of the pilings that exist on the Project Site.

(e) Plans. Developer shall have presented plans of the Project (the "Plans") to the City's Finance, Purchasing and Building Committee (the "Property Committee") and, if required by the Property Committee, shall re-submit the Plans and obtain the Property Committee's approval to the Plans. At a minimum, the Plans shall include a site plan and renovation checklist and shall demonstrate the Project, when completed, will comply with federal, state and municipal code requirements, including, but not limited to, the International Existing Building Code as specified by the State, by the City Engineer and its designated building inspectors, SAFEbuilt Inc., that are necessary for the public use of the structure. Without limitation, the Plans shall demonstrate that the Granary, when renovated, will conform to the City's zoning code, including maximum building height. Developer shall also submit to the City written evidence satisfactory to the City in its sole discretion that the Plans conform to the requirements of the Wisconsin Registry of Historic Places and the National Registry of Historic Places. The Plans shall also include provisions for the landscaping and/or ground cover of the entire Project Site installed as of the date the Project is completed. At any time during the construction of the Project, Developer may submit to the City proposed revisions in the approved Plans in order to enhance the achievement of the objectives of this Agreement and to improve and refine the previously approved Plans. The Property Committee shall endeavor to indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the proposed revisions to the previously approved Plans.

(f) Aesthetic Approval. Developer shall have received a certificate of appropriateness from the City indicating compliance with the City's Aesthetic Design and Site Plan Review Code.

(g) Foundation Approval. Developer shall have delivered to the City written evidence from the Foundation, satisfactory to the City, confirming the Foundation has reviewed this Agreement, the Plans as approved by the City, and the Project, and that they represent the final terms of the collaboration between the City and Developer in all respects acceptable to the Foundation and that the Foundation will finance the Project to the extent necessary to complete the Project as required in this Agreement.

(h) Compliance with Remediation Plan. The plans submitted by Developer for the Project and Developer's performing the Project shall be consistent with all provisions of the Remediation Plan. The City shall deliver a copy of the Remediation Plan to Developer no later than two business days after the full execution of this Agreement. To the extent the Remediation Plan must be amended to accommodate the Project, Developer shall be solely responsible for taking the necessary steps to do so and pay for the same, but shall communicate with the City in detail regarding the need, progress in obtaining and obtaining any such amendment.

(i) Flood Plain. In preparing the Plans and submitting materials for permits and approvals, Developer shall include measures satisfactory to the City to address the fact the Granary will be located in a flood plain, including compliance with the City's floodplain zoning ordinance regarding the same.

(j) Project Budget. Within 30 days of approval of the Plans, the Developer shall have submitted to the City and the Property Committee a budget for the Project that sets forth in detail all "hard and soft" costs the Project and contains a minimum of a 10% cost overrun contingency. The Property Committee shall review the budget and shall have approved it at its discretion, with or without requiring modification.

(k) Security Deposit. The Foundation shall have delivered to the City the sum of \$130,000, according to a Collateral Pledge Agreement between the City and the Foundation, in the form of the attached Exhibit I, to which the Developer shall have given its written consent, as provided on the signature page of the Collateral Pledge Agreement. The foregoing notwithstanding, if, after the occurrence of an Event of Default, the cash collateral pledged is, in the determination of the City, insufficient to either complete the Project according to the approved Plans or remove the Granary and restore the Project Site to the condition it was in before the Project commenced, the City may demand and, to the extent of donor funds dedicated to the Project that are available to the Foundation, the Foundation shall promptly deposit with the City funds subject to the terms of the Collateral Pledge Agreement in an amount determined by the City, in its discretion, to increase the cash collateral to an amount equal to 150% of the costs as estimated by the City, to complete the Project according to the approved Plans or remove the Granary and restore the Project Site to the condition it was in before the Project commenced.

(l) Endowment Agreement. The City and the Foundation shall have entered into an agreement, by which the Foundation shall maintain, for the sole benefit of the City in regard to the operation and maintenance of the renovated Granary, an endowment in the principal amount of \$130,000, which shall be funded in whole (if the City has not exercised recourse and has no claim to recourse of the cash collateral held pursuant to the Collateral Pledge Agreement) or in part, by the City's delivery to the Foundation of any funds remaining from the cash collateral subject to the Collateral Pledge Agreement. To the extent such cash collateral funds are insufficient to fund the endowment as required, sufficient funds to do so shall be contributed by the Foundation. The foregoing notwithstanding, if, after conveyance of the Granary to the City, in the determination of the City, the funds in the endowment are insufficient to operate or maintain the Granary as necessary, the City may demand and, to the extent of donor funds dedicated to the Granary in any respect are available to the Foundation, the Foundation shall promptly increase funds in the endowment to make up the project insufficiency in the funds necessary to operate and maintain the Granary as necessary.

(m) Payment Bond. Unless Developer has contracted with a general contractor that, in the sole determination of the City, is of a financial strength and responsibility as to not require the same, Developer shall have delivered to the City a performance bond from the general contractor for the Project in all respects satisfactory to the City from a bonding company satisfactory to the City and in the amount of one and one half times the total of the approved budget.

(n) Performance Bond. Unless Developer has contracted with a general contractor that, in the sole determination of the City, is of a financial strength and responsibility as to not require the same, Developer shall have delivered to the City a performance bond from the general contractor for the Project, in all respects satisfactory to the City from a bonding company satisfactory to the City that will insure the completion of the Project according to the approved budget, as the same may be modified.

(o) Proof of Funds. The City shall have received written assurance from the Foundation that it has sufficient funds in hand, dedicated solely to the Project, and including the 10% contingency fund, to complete the Project, according to the approved Project budget. The written assurance shall state that the Plans as approved by the City satisfy the Foundation's contingency for payment of Foundation funds for the Project, as required in Section 1 (g) above.

(p) Proof of Insurance. Developer shall have delivered to the City proof of compliance with the insurance requirements in Section 3(i) below in the form of (a) a certificate of insurance; and (b) copies of the required policies of insurance.

(q) City's Insurance. The City shall have received a commitment from an insurer or insurers acceptable to the City that the City may obtain property and casualty insurance and liability insurance in coverage amounts and with premiums acceptable to the City in its sole discretion.

(r) General Contract. Developer shall have delivered to the City and the City shall have approved a draft contract for the renovations, with a general contractor acceptable to the City and familiar with renovation of historically significant structures that contains a guaranteed maximum price, all consistent with the approved Project budget.

(s) Other Reasonable Conditions. Developer shall have complied with such other reasonable conditions the City may require for the protection of the City, public or the Project.

## 2. Time Deadlines for Project.

(a) Relocation of Granary. The Granary shall have been relocated onto the Project Site on the pilings, as the same may have been fortified or otherwise modified to accommodate the Granary and comply with the terms of this Agreement and the permits and approvals, no later than June 1, 2019, with TIME BEING OF THE ESSENCE in the relocation of the Granary.

(b) Commencement of Renovations. No later than 10 days after the Granary has been relocated, the renovations to the Granary shall commence.

(c) Completion of Project. The Project shall be substantially completed in compliance with the Plans no later than June 1, 2020. Substantial completion shall be deemed to have occurred when an occupancy or other appropriate use permit has been

issued by the City. Outstanding, minor "punchlist" items shall not prevent issuance of such permit(s).

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

(a) Access to Project Site. Developer and its contractors and consultants shall use only such roads, driveways and pathways as designated by the City for ingress and egress to the Project Site. The City reserves the right to change such access points from time to time as the City determines in its best interests.

(b) Quality of Work. All work performed by or for Developer or Developer's consultants and contractors shall be performed in a good and workmanlike manner and acceptable to the City in all respects.

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

(d) Compliance with Laws. Developer shall comply with all applicable federal, state, and municipal codes throughout the Project. Without limitation, Developer shall comply with the requirements set forth on the attached Exhibit J. Nothing in this Agreement shall require the City to issue any permit, variance, exception or other approval unless Developer satisfies the requirements for such permit, variance, exception or other approval. Without limitation, Developer and its consultants and contractors shall not violate the terms of the Remediation Plan.

(e) Reports, Information and City Inspections. During the period of renovation, Developer shall provide updates monthly and as more frequently requested by the City concerning the progress of the Project and any issues having a material effect on the Project. The City may come upon the Project Site at any time the City deems appropriate for the purpose of inspecting the Project and investigating its status and any matters that may affect the Project. The City shall endeavor to give advance notice of any such inspection to Developer, which may be verbal notice, but the failure to give such notice shall not preclude the City from making any such inspection. The City may also discuss the status of construction with Developer's general contractor and any subcontractor, consultant or material supplier for the Project.

(f) Fill. Without the City's prior consent, which the City may withhold in its absolute discretion, Developer shall not use any of the fill currently located on the Project Site or the City Land, all such fill belonging to the City and intended for compliance by the City with the Remediation Plan. Developer shall ensure that all fill brought upon the Project Site has been inspected, is clean and free of any Hazardous Materials as defined in Section 7(c) below.

(g) Cooperation with City on Remediation. Developer shall perform the Project in a manner consistent with the Plans and that does not violate any of the terms of the Remediation Plan. From time to time, the City and its contractors may come upon the Project

Site to perform work to comply with the Remediation Plan. The City shall endeavor to give reasonable advance notice to Developer before it or its contractors come upon the Property for such purpose, but the failure to give such notice shall not preclude the City from coming upon the Project Site for such purpose. The Parties shall coordinate and cooperate with each other to facilitate their goals and obligations regarding the Project and the Remediation Plan. In case of any conflict in scheduling or performance of work by the City and Developer, however, the City shall have priority.

(h) Secure Site. Developer shall maintain the Leased Premises as described in the Sublease in an orderly and secure manner, providing adequate fencing and other security measures subject to the approval of the City. Any equipment and material staging shall likewise be adequately secured and well ordered.

(i) Insurance.

(i) Insurance Required of Developer. Prior to commencing renovation under this Agreement, the Developer shall obtain and keep in full force and effect during the Project:

(A) an all-risk builder's risk insurance policy for the Project site with coverage equal to the total amount of the Developer's construction contract or contracts for all of the work involved in the renovation;

(B) an owner's comprehensive protective liability insurance policy with personal injury coverage of at least \$2,000,000.00, and property damage coverage of at least \$1,000,000.00; and

(C) to the extent any employees of Developer perform any labor on the Project, workers compensation insurance in amounts as required by statute.

(ii) Insurance Required of Contractors. Prior to any contractor that will provide any labor or materials to the Project being allowed onto the Project Site, Developer shall have provided proof, in the form of certificates of insurance from each such contractor of:

(A) an owner's comprehensive protective liability insurance policy with personal injury coverage of at least \$2,000,000.00, and property damage coverage of at least \$1,000,000.00; and

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

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



(iv) Insurance Companies. Each insurance company providing insurance to Developer or any contractor required to provide insurance hereunder shall be licensed to do business in the State of Wisconsin and shall be in all respects acceptable to the City.

(j) Vacating Project Site. Upon completion of the Project, Developer shall promptly remove or cause to be removed from the Project Site all equipment used by Developer and Developer's consultants or contractors in performing the Project and shall repair and restore those portions of the Project Site to reasonably equivalent condition as existed prior to such activities or to the condition required by the Plans.

4. Conveyance of Granary and Termination of Sublease.

(a) Price and Transfer Documents. No later than 10 days after the date of substantial completion of the Project, Developer shall execute and deliver to the City in exchange for payment by the City of \$1.00: (a) an acknowledgement of termination of the Sublease; and (b) a warranty bill of sale as to the Granary (the "Bill of Sale"), representing and warranting to the City that the Granary is being conveyed to the City free and clear of any liens, encumbrances or third party claims. Developer and the City shall execute and deliver all other documents required to close the transfer of the Granary to the City. Developer shall also deliver to the City a list of all contractors and suppliers that provided labor or materials to the Project and final lien waivers from each of the same. Upon conveyance of the Granary, it shall be deemed to be a fixture, not separate from the Project Site. Until such time, however, it shall be deemed personal property, belonging to Developer and subject to the terms of the Lakebed Lease.

(b) Closing Costs. Developer shall pay all costs associated with the transfer of ownership of the Granary to the City, including, without limitation, recording fees and attorney fees incurred by the City in relation to the transfer.

(c) Use Restriction. As long as the Granary continues to be located upon the Lakebed Land, it may only be used for public purposes, and the City shall not transfer the Granary in place to any person or entity who intends to use the Granary for purposes other than public purposes. If, within the period of \_\_\_ years after the date of this Agreement, the Granary, in place, is determined to be in part or entirely on the City Land, for that period, the Granary shall continue to be used for a public purpose, irrespective of its ownership by the City or a private party.

5. Property "As Is." Developer represents and warrants to the City that it has had a sufficient opportunity to inspect the Project Site and that Developer accepts the Project Site for purposes of performing the Project "AS IS, WHERE IS, WITHOUT REPRESENTATIONS OR WARRANTIES by the City. Developer, for itself and anyone performing labor, providing materials, consulting with Developer, or otherwise on the Project Site in relation to the Project at the request or direction of Developer or anyone acting on Developer's behalf, including all employees, contractors, material suppliers, consultants and agents to Developer, waives all rights to damages arising out of the condition of the Project Site.

6. Representations and Warranties.

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

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

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

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

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

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

(vi) Developer has inspected the Project and accepts it "AS IS, WHERE IS, WITH NO REPRESENTATIONS OR WARRANTIES;" and

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

(b) By City.

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

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

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

7. Indemnification.

(a) General Developer Indemnity. Developer, for itself, its officers, directors, members, employees, agents, contractors, insurers and attorneys, and all persons claiming under or through them (the "Developer Parties"), shall protect, defend, indemnify and hold harmless the City, its council members, officers, employees, agents, contractors, insurers and attorneys, and all persons claiming under or through them (the "City Indemnified Parties") of and from all demands, damages, fines, liability, costs, fees (including reasonable legal, accounting,

consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity), judgments, awards and any other sums due or claimed due and relating in any way to the presence of any of the Developer Parties upon the Project Site or their involvement in the Project, including, without limitation, any claims waived under Section 5 above.

(b) Developer's Environmental Indemnity. Developer shall indemnify, pay on behalf of, defend and hold the City Indemnified Parties harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity): (a) arising from the actual existence, treatment, deposit, release, storage, or disposal of any hazardous substances as defined under Environmental Laws, whether on or off the Project Site that occurs as a result of performance of the Project by Developer or anyone upon the Project Site during performance of the Project at Developer's request or for Developer's benefit; or (b) arising from the breach of any warranty, covenant or representation of Developer to the City, or any other obligation of Developer to the City, under this Agreement.

(c) Hazardous Materials Defined. As used herein, the term "hazardous materials or substances" means (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel and (E) asbestos containing materials. The provisions of this Section 7(c) shall survive the conveyance to Developer of the Granary and termination of this Agreement and the Sublease.

(d) Indemnification Procedure. The City shall give Developer prompt notice of any claim for which it seeks indemnification (an "Indemnified Claim") (provided, however, that such notice shall not be a condition to Developer's indemnity obligations hereunder unless Developer is materially and adversely affected by the City's failure or delay in giving such notice). Unless Developer or its insurer(s) reasonably appear to be unable to fulfill their financial obligations under this section, Developer shall at all times have the right to control the defense of any Indemnified Claim, but, to the extent no conflict exists, will allow the City to consult with Developer and its insurer on any significant legal strategies, including, but not limited to motions

to dispose of the claims, hiring experts, notices of depositions and settlement discussions. Except in the event of a conflict of interest, any settlement offers and agreements must be approved by both Parties, and such approval shall not be unreasonably withheld. Selection of a law firm and lawyer to defend an Indemnified Claim shall be subject to approval by the City, which shall not be unreasonably withheld; provided, however, if the City reasonably determines such law firm or lawyer is not providing an adequate defense to the Indemnified Claim, the City may require Developer to retain substitute counsel. Nothing in this subsection shall preclude the City from retaining counsel at its own cost to monitor and, as the City deems necessary, participate in defense of the Indemnified Claim.

8. Force Majeure. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. "Unavoidable delays" means delays beyond the reasonable control of the Party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, the actions of either party to this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency (each, a "Force Majeure Event"). The foregoing notwithstanding, extension of time under this Section 8 shall continue for a period of ninety (90) days in the aggregate for all Force Majeure Events without the written consent of the other Party, which in the case of the City's consent, may be withheld in the City's sole discretion.

9. Default and Remedies.

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

(i) Failure to Make Payment. Developer fails to make any payment required in relation to the Project and such payment continues for period of ten (10) days after its due date;

(ii) Failure to Provide Insurance. Developer or any contractor that is required to provide insurance under this Agreement fails to maintain the required insurance and such insurance is not reinstated within one business day of its cancellation or termination;

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

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

(v) Fraud and Other Illicit Behavior. Any officer or director of Developer is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of: (1) fraud; or (b) indecent or illicit behavior that in the determination of the City would threaten the reputation of Developer or Developer's ability to complete the Project according to the requirements of this Agreement;

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

(vii) Involuntary Liens. Any lien, other than a lien for taxes not yet due and payable, is imposed upon the Project Site or the Granary involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of demand by the City;

(viii) Dissolution. Developer dissolves or otherwise goes out of existence or ceases to be an active entity; or

(ix) Default Under Sublease. Developer fails to abide by the terms of the Sublease and such failure continues beyond any applicable cure period provided in the Sublease.

(b) Remedies. In case of an Event of Default, the City may:

(i) Termination. Terminate this Agreement without further notice to Developer and remove Developer from the Project, but such termination shall not affect the City's right to assert any other right afforded to the City under this Agreement;

(ii) Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City to Developer an amount of damages reasonably estimated by the City resulting from Developer's breach;

(iii) Specific Performance. Sue for specific performance, requiring conveyance of the Granary to the City as provided in this Agreement;

(iv) Sue for Damages. Sue for all damage caused by the Event of Default;

(v) Late Performance Penalty. If the Project is not substantially complete by the deadline for substantial completion, assess a daily late penalty of

\$150, but no such assessment or payment thereof shall be deemed to be the grant of an extension by the City of the deadline for substantial completion;

(vi) Removal of Granary. To the extent the Event of Default occurs before substantial completion of the Project, require Developer to draw from the escrow provided in the budget and promptly remove the Granary from the Project Site and restore the Project Site to the condition it was in before the removal of the Granary (but with any reinforcement of pilings and placement of fill and other measures that the City determines benefit the Project Site) as reasonably practicable;

(vii) Recourse to Collateral Pledge Agreement. Take and use the funds pledged pursuant to the Collateral Pledge Agreement to pay for the costs of: (i) removing the Granary and restoring the Project Site; or (ii) completing the Project, as elected by the City in its sole discretion; and (iii) paying any damages incurred by the City in relation to the Event of Default;

(viii) Recourse to Bonds. Seek performance of payment under the performance and payment bonds, as provided therein;

(ix) Transfer of Granary. Deem the Granary to be a fixture on the Project Site, title to which has transferred to the City, subject to the Lakebed Lease, this right to be exercised and accomplished by the City giving written notice to Developer of its election to consider the Granary to a fixture upon the Project Site and therefore subject to the City's rights under the Lakebed Lease;

(x) Other Remedies. Pursue any other remedies available to the City at law or in equity;

(xi) Interest. Collect interest on all damages at the rate of 12% percent per annum from the date such amount was due; and

(xii) Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City, by virtue of the Event of Default.

(c) Limitation of Damages. The foregoing notwithstanding, neither of the Parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. The City reserves all rights to the immunity and damage limitations afforded the City by statute, including, without limitation, s.893.80 of the Wisconsin Statutes.

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



(e) Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more such remedies shall not preclude the exercise of that Party, at the same different times, of any other such remedies for any other default or breach by any other Party.

10. Miscellaneous.

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

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

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

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

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

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

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

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

To Developer: Sturgeon Bay Historical Society Foundation, Inc.  
221 N 6th Avenue  
Sturgeon Bay, WI 54235  
Attn: President

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

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

(i) No Merger/Survival. Any obligation of Developer that has not been fully performed prior to transfer of possession of the Granary shall not be deemed to have terminated, but, unless expressly waived in writing, shall survive such transfer of possession and be in force and effect until performed.

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

[Signature and notarization pages follow.]

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

**CITY OF STURGEON BAY**

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

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

**DEVELOPER:  
STURGEON BAY HISTORICAL SOCIETY  
FOUNDATION, INC.**

By: \_\_\_\_\_  
Christie Weber, President

STATE OF WISCONSIN :  
: SS.  
COUNTY OF DOOR :

Personally came before me this \_\_\_\_ day of February, 2019, the above-named Thad Birmingham, 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 February, 2019, 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:\_\_\_\_\_

STATE OF WISCONSIN :  
: SS.  
COUNTY OF DOOR :

Personally came before me this \_\_\_\_ day of February, 2019, the above-named Christie Weber, the president of the Sturgeon Bay Historical Society Foundation, Inc., a Wisconsin non-stock corporation, to me known to be the president of that corporation and the person who executed the foregoing instrument and acknowledged the same as to the act of that corporation by its authority.

\_\_\_\_\_  
\*

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

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

**EXHIBIT B**

**MAP OF PROPERTY SHOWING BOUNDARY  
OF CITY LAND AND LAKEBED LAND**



**EXHIBIT C**

**DONATION LETTER FROM DOOR COUNTY COMMUNITY FOUNDATION**

**EXHIBIT D**

**LETTER RE: TRANSFER OF OWNERSHIP OF GRANARY**

## **EXHIBIT E**

### **ANALYSIS OF RENOVATION AND OPERATION OF GRANARY**

**EXHIBIT F**  
**LAKEBED SUBLEASE**

**EXHIBIT G**  
**DEPICTION OF THE PROJECT SITE**

**EXHIBIT H**  
**TEMPORARY ACCESS EASEMENT**



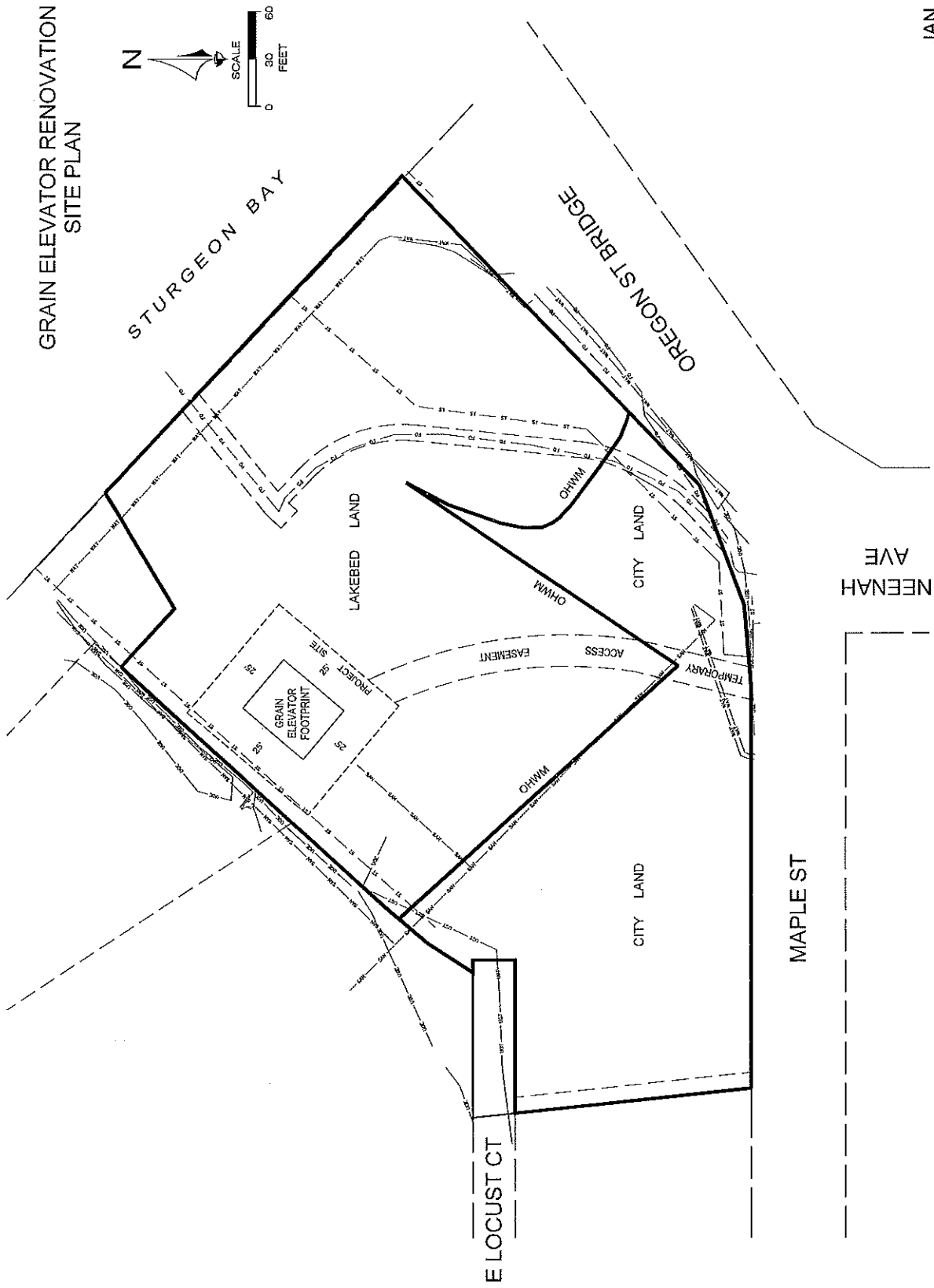
**EXHIBIT I**  
**COLLATERAL PLEDGE AGREEMENT**

## **EXHIBIT J**

### **CERTAIN PROJECT REQUIREMENTS**

1. A new foundation shall be designed in accordance with Wisconsin's commercial building code - (IBC) as required by IEBC 1202.3 and 1302.2. The foundation design shall cover any proposed or intended use of the building and associated design loads per IBC CH-16 – 19.
2. The relocated and its disassembled sections of the Granary will require a licensed professional to inspect the building's various structural components, and connections to verify that the various structural components have not sustained structural damage as a result of the move or disassembly process (IEBC 1302.7). Any increase of design loads due to a change of use shall also be structurally evaluated for the increased design load requirements (IEBC 1007.1).
3. Commercial building plans shall be submitted for State commercial plan review and approval per SPS 361.30. Plan review will be required for the foundation design, any alterations, additions or change of building use different from a granary storage use.
4. As the Granary is over 50,000 cubic feet a Wisconsin licensed architect/engineer shall be responsible for the design and supervision of the project per SPS 361.40 and shall submit plans to the State per SPS 361.30. Submittal and approval is required prior to work commencing (SPS 361.32 and City Ordinance Section 15.01).
5. Electrical, plumbing and HVAC systems shall be designed by Wisconsin registered designers and the person responsible for supervision shall also be responsible for the construction and installation of the systems per SPS 361.40.

# GRAIN ELEVATOR RENOVATION SITE PLAN



JAN, 2019