



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, JUNE 1, 2021
6:00 P.M.
COUNCIL CHAMBERS, CITY HALL – 421 MICHIGAN ST
DAVID J. WARD, MAYOR**

1. Call to order.
 2. Pledge of Allegiance.
 3. Roll call.
 4. Adoption of agenda.
 5. Proclamation for Open Door Pride.
 6. Public Comment on agenda items only.
 7. Consideration of the following bills: General Fund – \$63,645.72, Capital Fund - \$10,274.98, Cable TV - \$5,502.85, Solid Waste Enterprise Fund - \$2,894.70, and Compost Site Enterprise Fund - \$532.62 for a grand total of \$82,850.87. [roll call]
 8. CONSENT AGENDA
- * All items listed with an asterisk (*) are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests before the Adoption of the Agenda, in which event the item will be removed from the Consent Agenda and considered immediately following the consent agenda.
- * a. Approval of 5/18/21 regular Common Council minutes.
 - * b. Place the following minutes on file:
 - (1) Community Protection & Services Committee – 3/29/21
 - (2) Finance/Purchasing & Building Committee – 5/11/21
 - (3) Joint Parks & Recreation Committee/Board – 5/12/21
 - (4) Local Arts Board – 5/12/21
 - (5) Personnel Committee – 5/19/21
 - (6) City Plan Commission – 5/19/21
 - * c. Place the following reports on file:
 - (1) Fire Department Report – April 2021
 - (2) Bank Reconciliation – April 2021
 - (3) Revenue & Expense Report – April 2021
 - (4) Police Department Report – April 2021
 - * d. Consideration of: Beverage Operator’s licenses.
 - * e. Consideration of: Approval of Annual “Class B” Combination licenses, Class “B” Beer licenses, “Class A” Combination licenses, Class “A” Beer licenses, Class “A” Liquor licenses, “Class C” Wine licenses, Class B Combination license (300 seat.)

- * f. Community Protection & Services Committee recommendation re: Approve the City's continued participation in drafting of a Hazard Mitigation Plan in order to be eligible for federal financial assistance.
 - * g. Finance/Purchasing & Building Committee recommendation re: Repeal and recreate Section 3.03(a0 and (4) of the Municipal Code – Claims against the City/Payment of Bills (manual checks.)
 - * h. Finance/Purchasing & Building Committee recommendation re: Approve lease agreement with Cody Bolton of Sturgeon Bay Scenic Boat Tours.
9. Mayoral Appointments.
 10. Public hearing re: Zoning Code Amendments to Sections 20.19(1)(i) and 20.22(1)(k) of the Municipal Code – Tourist Rooming Houses.
 11. First reading of ordinance re: Zoning Code Amendments to Sections 20.19(1)(i) and 20.22(1)(k) of the Municipal Code – Tourist Rooming Houses.
 12. Consideration of: Award of Contract for Project 2103: Municipal Services Building – Reception Area Renovations.
 13. Personnel Committee recommendation re: Approve new administrative command structure for Sturgeon Bay Police Department.
 14. City Plan Commission recommendation re: Council work with WWP Development, LLC regarding their development proposal for the West Waterfront.
 15. City Administrator report.
 16. Mayor's report.
 17. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 5.27.21

Time: 12:00PM

By: JM

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

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

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

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

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

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

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

RESPECTFULLY,
MAYOR DAVID J. WARD

REVISED: 6/2/20

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 06/01/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
REVENUE				
R0001688	JOYCE PETERSON	HAZARD ITEM REFUND/ PETERSON	01-000-000-48120	70.50
R0001689	ROBERT HARDISTY	SEASONL VEND FEE RFND/HARDISTY	01-000-000-46400	67.50
R0001689		SEASONL VEND FEE RFND/HARDISTY	01-000-000-24214	3.38
R0001689		SEASONL VEND FEE RFND/HARDISTY	01-000-000-24215	0.34
R0001690	NANETTE GROLL	SEASONL VENDOR FEE RFND/GROLL	01-000-000-46400	260.00
R0001690		SEASONL VENDOR FEE RFND/GROLL	01-000-000-24214	13.00
R0001690		SEASONL VENDOR FEE RFND/GROLL	01-000-000-24215	1.30
R0001691	SANDY NIMMO	MARKT VENDOR FEE RFND/NIMMO	01-000-000-46400	260.00
R0001691		MARKT VENDOR FEE RFND/NIMMO	01-000-000-24214	13.00
R0001691		MARKT VENDOR FEE RFND/NIMMO	01-000-000-24215	1.30
R0001692	DONNA KARAVIDAS	MRKT VNDR FEE REFND/KARAVIDAS	01-000-000-46400	135.00
R0001692		MRKT VNDR FEE REFND/KARAVIDAS	01-000-000-24214	6.75
R0001692		MRKT VNDR FEE REFND/KARAVIDAS	01-000-000-24215	0.68
		TOTAL REVENUE		832.75
		TOTAL GENERAL FUND		832.75
CITY COUNCIL				
USBANK	US BANK	WEBINAR REG/GUSTAFSON	01-105-000-55600	70.00
		TOTAL		70.00
		TOTAL CITY COUNCIL		70.00
LAW/LEGAL				
03950	DAVIS KUELTHAU	04/21 GENERAL LEGAL MATTERS	01-110-000-55010	6,464.50
03950		04/21 CONTRACT/DEVELP AGREEMNT	01-110-000-55010	1,978.80
03950		04/21 RELOCATION OPINION	01-110-000-55010	988.00
		TOTAL		9,431.30
		TOTAL LAW/LEGAL		9,431.30
CITY CLERK-TREASURER				
USBANK	US BANK	WEBINAR REG/REINHARDT	01-115-000-55600	20.00
USBANK		WEBINAR REG/SPITTLEMEISTER	01-115-000-55600	20.00
		TOTAL		40.00
		TOTAL CITY CLERK-TREASURER		40.00
ADMINISTRATION				
23830	WOLTER ENGRAVING	NAME PLATE/MILLER	01-120-000-54999	15.95
USBANK	US BANK	WEBINAR REG/MILLER	01-120-000-55600	70.00
USBANK		MEAL EXPENSE/VANLIESHOUT	01-120-000-55600	45.15
		TOTAL		131.10

INVOICES DUE ON/BEFORE 06/01/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
			TOTAL ADMINISTRATION	131.10
COMPUTER				
USBANK	US BANK	ZOOM	01-125-000-55550	63.99
			TOTAL	63.99
			TOTAL COMPUTER	63.99
BUILDING/ZONING CODE ENFORCEMT				
EPLAN	EPLAN, LLC	PLAN REVIEW-VIRLEE	01-140-000-55010	212.50
EPLAN		PLAN REVIEW-BAYSHIP	01-140-000-55010	935.00
USBANK	US BANK	20 STATE SEALS @ \$33 EA	01-140-000-52750	660.00
USBANK		SHIPPING	01-140-000-52750	5.28
			TOTAL	1,812.78
			TOTAL BUILDING/ZONING CODE ENFORCEMT	1,812.78
MUNICIPAL SERVICES ADMIN.				
USBANK	US BANK	STEEL TOE BOOTS/SHEPCHIK	01-145-000-55605	37.97
			TOTAL	37.97
			TOTAL MUNICIPAL SERVICES ADMIN.	37.97
PUBLIC WORKS ADMINISTRATION				
USBANK	US BANK	FVTC TRNING REGISTRATION/DAVIS	01-150-000-55600	33.00
USBANK		CABLE	01-150-000-54999	13.98
			TOTAL	46.98
			TOTAL PUBLIC WORKS ADMINISTRATION	46.98
ELECTIONS DEPARTMENT				
USBANK	US BANK	POLL WORKER MEALS	01-155-000-54999	202.52
USBANK		TAMPER EVIDENT LABELS	01-155-000-54999	72.11
			TOTAL	274.63
			TOTAL ELECTIONS DEPARTMENT	274.63
CITY HALL				

INVOICES DUE ON/BEFORE 06/01/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
03159	SPECTRUM	04/21 FIRE CABLE SVC	01-160-000-58999	142.25
04575	DOOR COUNTY HARDWARE	SWITCH COMM	01-160-000-51850	7.59
04575		BATTERY	01-160-000-55300	15.99
04575		BATTERY	01-160-000-55300	14.99
23730	WPS	421 MICHIGAN STREET	01-160-000-56600	1,646.64
PIKE	PIKE SYSTEMS, INC	SPRAY BOTTLES & TRIGGERS	01-160-000-55300	60.00
PIKE		SHIPPING	01-160-000-55300	8.26
WARNER	WARNER-WEXEL WHOLESALE &	CLEANING SUPPLIES	01-160-000-51850	179.01
TOTAL				2,074.73
TOTAL CITY HALL				2,074.73

GENERAL EXPENDITURES

02435	BISSEN ASPHALT LLC	PATCH FOR ATC @ 42/57 & S LNSN	01-199-000-51525	2,819.00
08167	GANNETT WISCONSIN NEWSPAPERS	FEB COUNCIL MIN PUBLICATION	01-199-000-57450	108.48
08167		PUBLIC NOTICE	01-199-000-57450	37.16
08167		REQUEST FOR PROPOSAL/OTUMBA	01-199-000-57450	62.38
08167		MARCH COUNCIL MIN PUBLICATION	01-199-000-57450	127.60
08167		PUBLIC HRING NOTICE/WS SCHOOL	01-199-000-57450	15.51
23200	WDOR	WARNING SIREN ADS	01-199-000-51600	500.00
US BANK	US BANK EQUIPMENT FINANCE	05/21 FIRE COPIER	01-199-000-55650	97.00
US BANK		05/21 COPY OVERAGE	01-199-000-55650	17.29
TOTAL				3,784.42
TOTAL GENERAL EXPENDITURES				3,784.42

POLICE DEPARTMENT

02790	DAN BRINKMAN	CLOTHING/SHOE REIMBURSE/BRNKMN	01-200-000-52900	139.12
USBANK	US BANK	TRAINING MEAL EXPENSE/HENRY	01-200-000-55600	16.68
USBANK		TRAINING MEAL EXPENSE/HENRY	01-200-000-55600	18.93
USBANK		TRAINING MEAL EXPENSE/HENRY	01-200-000-55600	10.48
USBANK		LODGING/HENRY	01-200-000-55600	90.00
USBANK		LODGING/HENRY	01-200-000-55600	90.00
USBANK		TRAINING MEAL EXPENSE/HENRY	01-200-000-55600	12.66
USBANK		TRAINING MEAL EXPENSE/HENRY	01-200-000-55600	17.90
USBANK		TRAINING MEAL EXPENSE/HENRY	01-200-000-55600	12.12
TOTAL				407.89
TOTAL POLICE DEPARTMENT				407.89

POLICE DEPARTMENT/PATROL

04696	DOOR COUNTY TREASURER	04/21 FUEL CHARGES	01-215-000-51650	3,551.60
PSYCH	PSYCHEMEDICS CORPORATION	501 HAIR TEST/JAGIELSKI	01-215-000-57100	43.50
USBANK	US BANK	FUEL	01-215-000-51650	28.82
USBANK		FUEL	01-215-000-51650	27.44
USBANK		FUEL	01-215-000-51650	47.65
USBANK		FUEL	01-215-000-51650	47.27

INVOICES DUE ON/BEFORE 06/01/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
USBANK		LODGING/GANDER	01-215-000-55600	455.00
USBANK		SPIT HOODS	01-215-000-54999	94.50
USBANK		EVOC REFRESHER CLASS/GORR	01-215-000-55600	65.00
USBANK		CREDIT	01-215-000-55600	-249.00
USBANK		FUEL	01-215-000-51650	39.70
USBANK		FUEL	01-215-000-51650	38.00
USBANK		FUEL	01-215-000-51650	21.26
USBANK		SRO CONF REG/JENNERJOHN	01-215-000-55600	153.25
USBANK		CARSEAT COVER SQ 30	01-215-000-54999	37.97
USBANK		WEBSITE DOMAIN RENEWAL	01-215-000-58999	15.95
TOTAL				4,417.91
TOTAL POLICE DEPARTMENT/PATROL				4,417.91
POLICE DEPT. / INVESTIGATIONS				
USBANK	US BANK	CRIME SCENE EVIDENCE SUPPLIES	01-225-000-57950	1,026.04
TOTAL				1,026.04
TOTAL POLICE DEPT. / INVESTIGATIONS				1,026.04
FIRE DEPARTMENT				
04696	DOOR COUNTY TREASURER	04/21 FUEL	01-250-000-51650	1,558.28
23730	WPS	05/21 656 S OXFORD AVE WS FIRE	01-250-000-56600	113.08
PAULCONW	PAUL CONWAY SHIELDS	S&D RESCUE TOOL	01-250-000-52900	191.50
PAULCONW		COUPLING RINGS/HOSE REPAIR	01-250-000-53000	62.00
USBANK	US BANK	APRIL DATA	01-250-000-58250	515.83
USBANK		ICE RESCUE SUIT REPAIR	01-250-000-56250	371.59
USBANK		FABRIC SOFTENER/OFFICE SUPPLIE	01-250-000-54999	33.24
TOTAL				2,845.52
TOTAL FIRE DEPARTMENT				2,845.52
STORM SEWERS				
04575	DOOR COUNTY HARDWARE	ASSORTED MATERIALS	01-300-000-54999	59.74
04575		Q CONNECT	01-300-000-54999	9.99
10750	PREMIER CONCRETE INC	CONCRETE	01-300-000-51150	441.00
TOTAL				510.73
TOTAL STORM SEWERS				510.73
STREET SWEEPING				
MACQUEEN	MACQUEEN EQUIPMENT, LLC	SWITCH	01-330-000-51400	38.36
MACQUEEN		DIRT SHOE RUNNER	01-330-000-51400	298.00
MACQUEEN		DIRT SHOE RUNNER MOD	01-330-000-51400	413.60

INVOICES DUE ON/BEFORE 06/01/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
MACQUEEN		FREIGHT	01-330-000-51400	36.54
MACQUEEN		ACTUATOR	01-330-000-51400	663.78
MACQUEEN		FREIGHT	01-330-000-51400	16.56
TOTAL				1,466.84
TOTAL STREET SWEEPING				1,466.84
STREET SIGNS AND MARKINGS				
12110	LANGE ENTERPRISES INC	10 ROAD SIGNS	01-420-000-52600	232.50
12110		SHIPPING	01-420-000-52600	14.13
TOTAL				246.63
TOTAL STREET SIGNS AND MARKINGS				246.63
CURB/GUTTER/SIDEWALK				
04575	DOOR COUNTY HARDWARE	48" LEVEL	01-440-000-54999	33.99
SUNBELT	SUNBELT RENTALS INC	POWER BUGGY	01-440-000-58999	387.50
TOTAL				421.49
TOTAL CURB/GUTTER/SIDEWALK				421.49
STREET MACHINERY				
04575	DOOR COUNTY HARDWARE	LINCH PINS	01-450-000-52150	0.59
04575		LED BULB	01-450-000-52150	19.99
04575		ROUND INSPECTION MIRROR	01-450-000-52700	18.99
04575		PVC	01-450-000-52150	16.17
04575		ELEMENT/SCREWDRIVER	01-450-000-52150	26.98
04575		LINCH PINS	01-450-000-52150	2.95
04575		MICRO PRESC	01-450-000-53000	6.99
04603	HALRON LUBRICANTS INC	USED OIL PICK UP FEE 200 G	01-450-000-51650	30.00
04696	DOOR COUNTY TREASURER	04/21 FUEL 588.02 G	01-450-000-51650	1,540.02
04696		04/21 DSL FUEL 489.01 G	01-450-000-51650	1,355.54
06012	FASTENAL COMPANY	HARDWARE	01-450-000-53000	157.30
ADVAUTO	GENERAL PARTS DISTRIBUTION LLC	ENAMEL/EMPTY FILLCLEAN	01-450-000-53000	82.58
ADVAUTO		FUEL	01-450-000-53000	6.44
ADVAUTO		SUPPLIES	01-450-000-53000	7.99
APPLIED	APPLIED INDUSTRIALTECH INC	MECHANIC SUPPLIES	01-450-000-54999	310.15
APPLIED		SHIPPING	01-450-000-54999	45.00
JANDU	JANDU PETROLEUM	FUEL	01-450-000-51650	44.50
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	SENSOR	01-450-000-53000	58.65
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	FUEL HOSE	01-450-000-53000	20.63
O'REILLY		BRACKETED CAL	01-450-000-53000	60.16
O'REILLY		BRAKE FLUID	01-450-000-53000	7.99
QUALITY	QUALITY TRUCK CARE CENTER INC	TAPE	01-450-000-53000	10.50
TOTAL				3,830.11
TOTAL STREET MACHINERY				3,830.11

INVOICES DUE ON/BEFORE 06/01/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
CITY GARAGE				
04575	DOOR COUNTY HARDWARE	PIPE/ELBOW/COUPLER	01-460-000-55300	11.56
04575		ELECTRICAL SUPPLIES	01-460-000-55300	51.88
04575		CREDIT	01-460-000-55300	-3.00
04575		GALV ELBOW/PIPE	01-460-000-55300	32.95
06012	FASTENAL COMPANY	D CELL BATTERIES	01-460-000-54999	50.06
23730	WPS	04/21 835 N 14TH AVE	01-460-000-56600	1,416.15
23730		05/21 835 N 14TH AVE	01-460-000-56600	1,227.63
WISCO	WISCOLIFT, INC	ANNL OVERHEAD CRANE INSPECTION	01-460-000-58999	500.00
TOTAL				3,287.23
TOTAL CITY GARAGE				3,287.23
 HIGHWAYS - GENERAL				
19968	LOUIS SURFUS	SAFETY BOOTS/HEARING PRCTCT/LOU	01-499-000-56800	250.00
MIKEALLE	MIKE ALLEN	WORK BOOT REIMB/M ALLEN	01-499-000-56800	179.34
TOTAL				429.34
TOTAL HIGHWAYS - GENERAL				429.34
 PARKS AND PLAYGROUNDS				
04575	DOOR COUNTY HARDWARE	SPRAY PAINT	01-510-000-52350	29.94
04696	DOOR COUNTY TREASURER	04/21 FUEL 347.55 G	01-510-000-51650	910.23
04696		04/21 DSL FUEL 15.73 G	01-510-000-51650	43.60
06012	FASTENAL COMPANY	RAIN GEAR	01-510-000-54999	65.81
14962	NORTHERN TOOL EQUIPMENT CO	VALVE HOUSING	01-510-000-54999	9.50
14962		DIAPHRAGM	01-510-000-54999	19.30
19240	SERVICE MOTOR CO	TRACTOR REPAIRS	01-510-000-58600	162.50
23730	WPS	05/21 335 S 14TH AVE MEM FLD	01-510-000-56600	171.48
23830	WOLTER ENGRAVING	PLAQUE ENGRAVING	01-510-000-54999	48.40
ADVAUTO	GENERAL PARTS DISTRIBUTION LLC	AIR	01-510-000-53000	11.20
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	SUNSCREEN	01-510-000-54999	37.72
USBANK	US BANK	VOLLEYBALL NETS	01-510-000-54999	43.98
USBANK		CREDIT RETURN VOLLEYBALL NETS	01-510-000-54999	-43.98
USBANK		STRAPS & TARPS	01-510-000-58450	69.96
USBANK		TIE DOWNS	01-510-000-51650	24.17
USBANK		FUEL	01-510-000-51650	50.33
USBANK		FUEL	01-510-000-51650	94.91
TOTAL				1,749.05
TOTAL PARKS AND PLAYGROUNDS				1,749.05
 BALLFIELDS				
BALLFIELDS				
04545	DOOR COUNTY COOPERATIVE/NAPA	WEED CONTROL	01-520-000-54999	1,162.13
04575	DOOR COUNTY HARDWARE	ENTRY LOCK	01-520-000-54999	27.99
20900	TRUGREEN LIMITED PARTNERSHIP	MEM FLD LAWN SVC	01-520-000-58999	171.81
20900		OPTIMIST/BAY FLD LAWN SVC	01-520-000-58999	139.67
USBANK	US BANK	VOLLEYBALL NETS	01-520-000-54999	153.46

INVOICES DUE ON/BEFORE 06/01/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
BALLFIELDS				
BALLFIELDS				
TOTAL BALLFIELDS				1,655.06
TOTAL BALLFIELDS				1,655.06
MUNICIPAL DOCKS				
23730	WPS	05/21 36 S NEENAH AVE RESTROOM	01-550-000-56600	40.71
TOTAL				40.71
TOTAL MUNICIPAL DOCKS				40.71
WATERFRONT PARKS & WALKWAYS				
04545	DOOR COUNTY COOPERATIVE/NAPA	LAWN CARE PRODUCTS	01-570-000-54999	76.39
TOTAL				76.39
TOTAL WATERFRONT PARKS & WALKWAYS				76.39
EMPLOYEE BENEFITS				
EHEALTH	EHEALTHSCREENINGS, LLC	HRA'S	01-600-000-50550	4,013.00
TOTAL				4,013.00
TOTAL EMPLOYEE BENEFITS				4,013.00
COMMUNITY & ECONOMIC DEVLPMT				
19730	STURGEON BAY VISITOR CENTER-	2ND QTR 2021 SUPPORT	01-900-000-57800	10,075.51
USBANK	US BANK	CLASS REG/OLEJNICZAK	01-900-000-55600	20.00
USBANK		NPC21 LIVE PLUS	01-900-000-55600	325.00
TOTAL				10,420.51
TOTAL COMMUNITY & ECONOMIC DEVLPMT				10,420.51
TOTAL GENERAL FUND				55,445.10
CAPITAL FUND				
CITY HALL				
EXPENSE				
04966	EAGLE MECHANICAL INC	PRESSURE WASHER CONNECTION	10-160-000-59999	3,630.00
TOTAL EXPENSE				3,630.00
TOTAL CITY HALL				3,630.00

INVOICES DUE ON/BEFORE 06/01/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAPITAL FUND				
STORM SEWERS				
EXPENSE				
02435	BISSEN ASPHALT LLC	ROAD GRAVEL 18TH PL STRM SEWER	10-300-000-59115	214.35
FARRELL	FARRELL EQUIPMENT & SUPPLY INC	SILT SOCKS & SAND BAGS	10-300-000-59115	248.92
GB HIGH	GREEN BAY HIGHWAY PRODUCTS LLC	INLET PROTECTION FABRIC	10-300-000-59115	154.84
TOTAL EXPENSE				618.11
TOTAL STORM SEWERS				618.11
ROADWAYS/STREETS				
ANNUAL RESURFACING & BASE REP.				
BODART	BODART ELECTRIC SERVICE, INC	TRAFFIC LIGHT REPAIRS	10-400-110-59095	775.00
TOTAL ANNUAL RESURFACING & BASE REP.				775.00
TOTAL ROADWAYS/STREETS				775.00
PARKS AND PLAYGROUNDS				
PARKS AND PLAYGROUNDS				
02130	BAUDHUIN INC	CONSTRUCTION BIDDING/OTUMBA	10-510-000-59025	500.00
02130		CONSTRUCTION ADMIN/OTUMBA	10-510-000-59025	130.00
06580	FOTH AND VAN DYKE	PROJCT MANAGEMENT	10-510-000-59025	211.00
06580		LABOR	10-510-000-59025	590.00
BELSON	BELSON OUTDOORS, LLC	2 - 4 SEAT PICNIC TABLES	10-510-000-59025	2,322.00
BELSON		1 - 3 SEAT ADA PICNIC TABLE	10-510-000-59025	1,119.00
BELSON		FREIGHT	10-510-000-59025	379.87
TOTAL PARKS AND PLAYGROUNDS				5,251.87
TOTAL PARKS AND PLAYGROUNDS				5,251.87
TOTAL CAPITAL FUND				10,274.98
CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
MANN	MANN COMMUNICATIONS, LLC	06.01.21 CONTRACT	21-000-000-55015	5,205.83
USBANK	US BANK	MAIN VIDEO CAMERA REPAIR	21-000-000-56250	297.02
TOTAL CABLE TV / GENERAL				5,502.85
TOTAL CABLE TV / GENERAL				5,502.85
TOTAL CABLE TV				5,502.85
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
04696	DOOR COUNTY TREASURER	04/21 DSL FUEL 931.35 G	60-000-000-51650	2,581.70
ADVAUTO	GENERAL PARTS DISTRIBUTION LLC	SUPPLIES	60-000-000-53000	29.56
ADVAUTO		SUPPLIES	60-000-000-53000	59.12
ADVAUTO		HYD ELD TRACTOR UNIV	60-000-000-53000	55.19

DATE: 05/25/1921
TIME: 13:57:51
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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 9

INVOICES DUE ON/BEFORE 06/01/2021

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
ADVAUTO		HYD FLD TRACTOR UNIV	60-000-000-53000	55.19
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	ANTIFREEZE	60-000-000-52050	113.94
TOTAL SOLID WASTE ENTERPRISE FUND				2,894.70
TOTAL SOLID WASTE ENTERPRISE FUND				2,894.70
TOTAL SOLID WASTE ENTERPRISE				2,894.70
COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
13150	MASTERCRAFT WELDING SYSTEM	PIPE	64-000-000-54999	396.00
DIAMOND	DIAMOND BUSINESS GRAPHICS	HANG TAGS	64-000-000-54999	136.62
TOTAL COMPOST SITE ENTERPRISE FUND				532.62
TOTAL COMPOST SITE ENTERPRISE FUND				532.62
TOTAL COMPOST SITE ENTERPRISE FUND				532.62
TOTAL ALL FUNDS				74,650.25

MANUAL CHECKS

STURGEON BAY SCHOOL DISTRICT	\$ 3,661.45
05/20/21	
Check # 88763	
04/21 Mobile Home Tax Payment	
01-000-000-41300	
SUPERIOR VISION INSURANCE	\$861.59
05/20/21	
Check # 88764	
06/21 Vision Insurance	
01-000-000-21540	
WISCONSIN PUBLIC SERVICE	\$3,677.58
05/21/21	
Check # 88765	
01/21 & 03/21 Statement Charges	
01-460-000-56600	
TOTAL MANUAL CHECKS	\$ 8,200.62

INVOICES DUE ON/BEFORE 06/01/2021

VENDOR # NAME ITEM DESCRIPTION ACCOUNT # AMOUNT DUE

SUMMARY OF FUNDS:

GENERAL FUND	55,445.10	63,645.72
CAPITAL FUND	10,274.98	
CABLE TV	5,502.85	
SOLID WASTE ENTERPRISE	2,894.70	
COMPOST SITE ENTERPRISE FUND	532.62	
TOTAL --- ALL FUNDS	74,650.25	82,850.87

Helene Sacas 5/25/2021
Jan Winters 5/25/21
Jan White 5/25/21

COMMON COUNCIL
May 18, 2021

A meeting of the Common Council was called to order at 6:01 p.m. by Mayor Ward. The Pledge of Allegiance was recited. Roll call: Bacon, Statz, Williams, Gustafson, Nault, Wiederanders and Reeths were present.

Williams/Nault to approve the agenda and move item 8m to the regular agenda. Carried.

Ezra Linnan was presented a proclamation by Mayor Ward for his Eagle Scout Award.

No one spoke during public comment.

Bacon/Wiederanders to approve following bills: General Fund - \$237,110.25, Capital Fund - \$78,967.83, Cable TV - \$712.37, TID #4 - \$239,869.90, Solid Waste Enterprise Fund - \$18,384.27 and Compost Site Enterprise Fund - \$188.89 for a grand total of \$575,233.51. Roll call: All voted aye. Carried.

Reeths/Gustafson to approve consent agenda:

- a. Approval of 5/4/21 regular Common Council minutes.
- b. Place the following minutes on file:
 - 1. Local Arts Board Amended – 4/14/21
 - 2. Aesthetic Design & Site Plan Review Board – 4/26/21
 - 3. Finance/Purchasing & Building Committee – 4/27/21
 - 4. Joint Parks & Recreation Committee/Board – 4/28/21
 - 5. Ad Hoc NERR Advisory Committee – 5/7/21
- c. Place the following report on file:
 - 1. Inspection Department Report – April 2021
- d. Consideration of: Beverage Operator Licenses.
- e. Consideration of: PKS3, LLC for Six-Month Class B Beer license.
- f. Consideration of: Approval of Sidewalk Café Permit Application for Inn at Cedar Crossings.
- g. Consideration of: Approval of Sidewalk Café Permit for Stone Harbor Resort.
- h. Consideration of: Approval of Sidewalk Café Permit for Bluefront Café.
- i. Consideration of: Approval of Sidewalk Café Permit for Crate.
- j. Consideration of: Approval of Sidewalk Café Permit for Door County Fire Company.
- k. Consideration of: Approval of Sidewalk Café Permit for Farm Truck, Inc. (dba: Kick Coffee.)
- l. Consideration of: Approval of Sidewalk Café Permit for Brick Lot.
- m. ~~Joint Parks & Recreation Committee/Board recommendation re: Approve the donation of updated playground equipment to Otumba Park. Moved to regular agenda.~~

Carried.

RECOMMENDATION

We, the Joint Parks & Recreation Committee/Board, hereby recommend to approve the donation of updated playground equipment for Otumba Park.

JOINT PARKS & RECREATION COMMITTEE/BOARD
By: Helen Bacon, Chr.

Bacon/Williams to adopt. Carried.

City Attorney Kalny presented the background of the Waterfront Redevelopment Authority, that the authority is limited to the waterfront area. The Council asked questions to the Attorney Kalny in regards to easements, titles to property, re-establishment of the Authority. He noted that there

is a need for the WRA for certain development easements or property line issues. No action was taken.

The Mayor made the following appointments:

HARBOR COMMISSION

Caitlin Oleson
Paul Mickelson
Robert Spude

Nault/Williams to confirm. Carried.

ZONING BOARD OF APPEALS

Morgan Rusnak
William Murrock
Michael Marit

Williams/Gustafson to confirm. Carried.

WATERFRONT REDEVELOPMENT AUTHORITY

Barbara Pfeifer
John Hauser
Chris Jeanquart

Reeths/Wiederanders to confirm. Carried.

BICYCLE & PEDESTRIAN ADVISORY BOARD

Michael Marit
Christopher Sullivan-Robinson

Bacon/Gustafson to confirm. Carried.

Statz/Nault to read in title only and adopt the second reading of ordinance re: rezone parcel #281-23-08325009 & 281-23-08325010 from Heavy Industrial (I-2) to Multiple Family (R-4). Carried.

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to accept the WIPFLI CPA's & Consultants 2020 financial audit report for the City of Sturgeon Bay and place it on file.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon Chr.

Bacon/Wiederanders to adopt. Carried.

City Administrator VanLieshout gave his report.

Mayor Ward gave his report.

After Mayor Ward announced the statutory basis, Williams/Statz to convene in closed session in accordance with the following exemption: Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Wis. Stats. 19.85(1)(e) Consideration of: Sale of City owned lots on Egg Harbor Road. Roll call: Carried. The meeting moved to closed session at 7:07 pm.

The Council reconvened in open session at 7:25 pm.

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to sell parcel #281-62-10000103 and Parcel #281-62-1000117 to Door County Hardware in the amount of \$60,000 with \$40,000 deferred and forgiven if the job creation and property value creation criteria are met, requiring \$20,000 due at closing.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

Bacon/Nault to adopt. Carried.

Reeths/Bacon to adjourn. Carried. The meeting adjourned at 7:26 p.m.

Respectfully submitted,



Stephanie L. Reinhardt
City Clerk/HR Director

COMMUNITY PROTECTION & SERVICES COMMITTEE

March 29, 2021

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

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

1. Roll Call
2. Adoption of Agenda
3. Approval of Minutes from March 1, 2021
4. Public Comment on Agenda Items
5. ~~Consideration of: Tourist Rooming House Ordinance~~
6. Consideration of: Mobile Food Vendors
7. Discussion of: Review of Ordinances for Possible Revision
8. Adjourn

All Ayes. Carried.

Approval of Meeting Minutes

Moved by Ald. Wiederanders, seconded by Ald. Reeths to approve the March 1, 2021 minutes. All Ayes. Carried.

Public Comment

None

Mobile Food Vendors

Two new drafts of the mobile food vendor ordinance were discussed.

First draft would be creating a separate Mobile Food Vendor section (9.025) that refers back to the transient merchant/direct seller section for the application process. Additions to the draft include liability insurance for business use, adding a 5 ft set-back from property lines, public structures and other mobile food vendors; additional language to the required inspection stating upon approval of the application, and lastly clarified items on the site plan.

Second draft essentially utilizes the language in the Direct Seller section (9.02) and combines the Mobile Food Vendor language into this existing section.

There is no preference with City staff as to which draft is chosen; both read well and accomplish the same thing.

Moved by Ald. Reeths, seconded by Ald. Wiederanders recommend the Common Council approve the draft ordinance changes as presented in Section 9.02 of the City of Sturgeon Bay Municipal Code to include Mobile Food Vendor regulations. All ayes. Carried.

Review of Ordinances

Ald. Williams would like to begin review of each ordinance to bring them up to date. Starting with next meeting, he asked committee members to look at Chapter 1 of the City's Municipal Code. A message will be put out to staff department heads to review the Municipal Code and bring forth any concerns or changes needed to this committee.

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

Respectfully submitted,



Sarah Spude-Olson
Police Department Office Manager

FINANCE/PURCHASING & BUILDING COMMITTEE
May 11, 2021

A meeting of the Finance/Purchasing & Building Committee was called to order at 4:01 pm by Chairperson Bacon in the Council Chambers, City Hall. Roll call: Alderpersons Bacon, Wiederanders and Williams were present. Also present: City Administrator VanLieshout, City Treasurer/Finance Director Clarizio, and Office Accounting Assistant II Metzger. Community Development Director Olejniczak entered at 4:17pm.

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

1. Roll call.
2. Adoption of agenda.
3. Public comment on agenda items and other issues related to finance & purchasing.
4. Consideration of: 2020 Audit.
5. Consideration of: Scenic Tour Boat Proposal
6. Consideration of: Ordinance repealing and recreating Section 3.03(3)(a) and (4) of the Municipal Code: Claims against the City/payments of bills (Manual Checks)
7. Convene in closed session in accordance with the following exemptions:
 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)
 - a. Consideration of: Sale of City owned lots on Egg Harbor Rd.
 Move to reconvene in open session to take formal action upon preceding subject of closed session, if appropriate; or to conduct discussion or give further consideration where the subject is not appropriate for closed session consideration. The Committee may adjourn in closed session.
8. Review bills.
9. Adjourn.

Carried.

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

Consideration of: Scenic Tour Boat Proposal:

City Administrator Van Lieshout stated an RFP was direct mailed and published for tour boat services. Only one proposal was received from Cody Bolton of Sister Bay Scenic Boat Tours. Mr. Bolton is proposing a \$6,000 annual fee to lease 75 ft. of dock space adjacent to the Door County Maritime Museum. Staff was directed to move forward to negotiate a lease outside the terms presented.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to approve the lease agreement with Cody Bolton of Sturgeon Bay Scenic Boat Tours for 75 ft. of city owned dock space located adjacent to the Door County Maritime Museum with an annual lease payment in the amount of \$6,000. Carried.

Consideration of: Ordinance repealing and recreating Section 3.03(3)(a) and (4) of the Municipal Code: Claims against the City/payments of bills (Manual Checks):

City Treasurer/Finance Director Clarizio stated ordinances are periodically reviewed for changes. Section 3.03(3)(a) and (4) of the Municipal Code identifies an exception listing of bills that can be paid prior to approval and processing by the next common council. Ms. Clarizio requested that employee retirement, disability or death benefit payouts and pass-through grants be added to the exception list.

approval and processing by the next common council. Ms. Clarizio requested that employee retirement, disability or death benefit payouts and pass-through grants be added to the exception list.

Moved by Alderperson Bacon, seconded by Alderperson Williams to recommend to Common Council to repeal and recreate Section 3.03(3) (a) and (4) of the Municipal Code: claims against the City/payments of bills (Manual checks) adding pass-through grants to section 3.03(3)(a) and employee retirement, disability or death benefit payouts to section 3.03(4) allowing for timelier payments in regard to those payment types.

(3) *[Payment of bills.]* Payment of bills where the timing is such that they cannot wait to be approved and processed at the next meeting of the common council.

(a) Other than claims subject to § 893.80 Wis. Stats., payments may be made from the city treasury prior to review ~~of~~ by elected officials or committees for the following types of bills after the clerk audits and approves each claim as a proper charge against the treasury and endorses his/her approval on the claim: credit cards, insurance, unemployment, internet service, bond payments, bank loans, contracts, leases, agreements, security deposits, emergency purchases, utilities, cafeteria plan, transfers to other governmental units, pass-through grants, and bills where a discount may be obtained.

(4) Payment of regular wages, salaries, *or employee retirement, disability, or death benefit payouts*. Regular wages, salaries, or employee retirement, disability, or death benefits of city officers and employees shall be paid by payroll or through accounts payable to benefit providers, verified by the proper city official, department head, board or commission and filed with the clerk in time for payment on the regular payday.

Carried.

Consideration of: Sale of City owned lots on Egg Harbor Rd.

Amy LaBott of Door County Hardware informed the Committee that they are looking to purchase two city owed lots on Egg Harbor Rd to construct a 30,000 sq. ft. expansion. She stated that while they utilize the square footage at the downtown location they have outgrown the space.

Consideration of 2020 Audit:

Brian Anderson of WIPFLI summarized the management communication letter, and findings that comprise the audit ending December 2020, for the City of Sturgeon Bay and Sturgeon Bay Utilities.

Moved by Alderperson Bacon, seconded by Alderperson Wiederanders to recommend to Common Council to accept the WIPFLI CPA's and Consultants 2020 financial audit report for the City of Sturgeon Bay and place it on file. Carried.

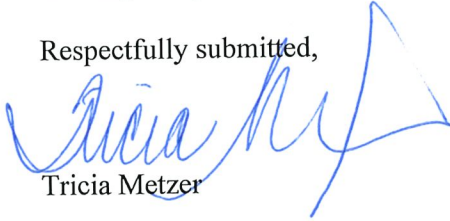
After Alderperson Williams announced the statutory basis, it was moved by Alderperson Williams, seconded by Alderperson Wiederanders to convene in closed session. Roll call: Alderpersons Bacon, Wiederanders and Williams voted aye. Carried. The meeting moved into closed session at 4:38pm. The meeting reconvened at 4:59pm.

Review bills

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

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to adjourn. Carried. The meeting 5:00pm.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Tricia Metzer", with a large, stylized flourish extending to the right.

Tricia Metzer

CITY OF STURGEON BAY
JOINT PARKS AND RECREATION COMMITTEE / BOARD
SPECIAL MEETING

Wednesday, May 12, 2021
Bay View Park, 10 W. Larch St.
10:30 A.M.

A special meeting of the Joint Parks and Recreation Committee / Board was called to order at 10:31 A.M. by Chairperson/Ald. Helen Bacon at Bay View Park, 10 W. Larch Street.

Roll Call: Members present were Ald. Bacon, Ald. Gary Nault, Chris Larsen, Randy Morrow, Marilyn Kleist, George Husby, Jay Renstrom, Ald. Spencer Gustafson and Director of Municipal Services, Mike Barker. Also present, City Administrator, Josh VanLieshout and Municipal Services Secretary, Patty Quinn.

Adoption of the Agenda: Moved by Mr. Renstrom and seconded by Mr. Morrow to adopt the agenda.

1. Roll call
2. Adoption of agenda
3. Public comment on Agenda Items
4. Consideration to approve the placement of the Woolly Mammoth art piece at Bay View Park
5. Adjourn

All in favor. Carried.

Public Comment on Agenda Items:

Mark Schuster, 1247 S. 8th Ave., Peter Jackson, 3453 N. Duluth Ave., Chris Kellems, 120 Alabama St., Beth Renstrom, 34 Bluebird Dr., and Nell & JR Jarosh, owners of Edgewood Orchard Gallery, 6289 Hwy. 57, all spoke in support of the placement of Woolly Mammoth at Bay View Park. Various suggestions were made for the exact spot for placement and what direction it would face, as well as what the base should consist of.

Consideration to approve the placement of the Woolly Mammoth art piece at Bay View Park:

Various aspects of placement and installation were discussed between the committee/board members.

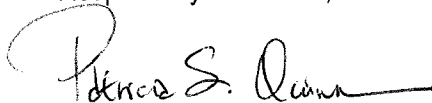
Motion by Mr. Morrow and seconded by Ald. Gustafson to approve the placement of the Woolly Mammoth art piece at Bay View Park with Mr. Larsen assisting Mr. Barker with preparation of the base.

All in favor. Carried.

Next Meeting Date: Wednesday, May 26, 2021 @ 5:30 P.M. – City Hall.

Motion by Mr. Renstrom and seconded by Mr. Morrow to adjourn. All in favor. Carried. Meeting adjourned at 11:00 A.M.

Respectfully submitted,



Patricia S. Quinn
Municipal Services Secretary

CITY OF STURGEON BAY
 LOCAL ARTS BOARD MEETING
 Wednesday, May 12, 2021
 Council Chambers, City Hall, 421 Michigan Street
 12:00 P.M.

A meeting of the Local Arts Board was called to order at 12:00 P.M. by Chairperson/Ald. Helen Bacon in Council Chambers, City Hall, 421 Michigan Street.

Roll Call: Members present were Ald. Helen Bacon, Stephanie Trenchard, Claire Morkin and melaniejane. Margaret Lockwood was absent. Also present – Director of Municipal Services, Mike Barker, Municipal Services Secretary, Patty Quinn, and City Administrative Assistant, Suzanne Miller.

Adoption of the Agenda: Moved by Ms. Trenchard and seconded by Ms. melaniejane to adopt the agenda.

1. Roll Call
2. Adoption of the agenda
3. Review of Minutes from April 14, 2021
4. Chair's report
5. Public comment on agenda items
6. Discussion to continue on a revision of the Local Arts Board's organizational document to better address the current structure of the committee, and its direction/duties, and review of the Village of EH ordinances for their public art committee
7. Discussion and review of legal document drafts related to art acquisition and the development of a cultural roadmap
8. Consideration to approve Steve Haas' "Crosswind Approach" metal art sculpture, on loan, for placement at Stone Harbor
9. Consideration to change the scheduled starting time for this board's monthly meetings
10. Adjourn

All in favor. Carried.

Review of Minutes from April 14, 2021: Moved by Ms. Trenchard and seconded by Ms. melaniejane to let minutes stand.

All in favor. Carried.

Chair's report: Chairperson/Ald. Bacon provided updates on Graham Park and the delay of a ribbon cutting ceremony into June; ongoing maintenance of any art pieces in the City; Joint Parks and Rec special meeting/field trip to Bay View Park held on this same day to approve placement of Woolly Mammoth; and a suggestion that this board's members view the virtual presentation being hosted by Fincantieri/Bay Shipbuilding on their Sturgeon Bay beautification plan.

Public comment on agenda items: None

Discussion to continue on a revision of the Local Arts Board's organizational document to better address the current structure of the committee, and its direction/duties, and review of the Village of EH ordinances for their public art committee: Ald. Bacon asked members to review the Egg Harbor public art committee ordinances individually. Various aspects of the current structure of this board were

discussed related to how the group is viewed and how it sits within the City's governmental structure. Ald. Bacon will work with Suzanne Miller on developing another draft of this organizational document.

Discussion and review of legal document drafts related to art acquisition and the development of a cultural roadmap: Ms. Miller reported on various aspects of the draft of a boiler plate agreement of the City's legal document for art acquisition and how it can be tweaked to fit any situation. This agreement will need to be approved by the Joint Parks and Recreation Committee/Board before it can go to Common Council.

Consideration to approve Steve Haas' "Crosswind Approach" metal art sculpture, on loan, for placement at Stone Harbor: Board members had various questions related to the terms of the agreement for the loan of Mr. Haas' sculpture. Again, Ms. Miller provided details on this proposed arrangement. Motion to approve made by Ms. Trenchard and seconded by Ms. Morkin.

All in favor. Carried.

Consideration to change the scheduled starting for this board's monthly meetings: Members discussed best time for all. A motion was made by Ms. melaniejane and seconded by Ms. Morkin to approve the change in the starting time for these meetings from noon/12 PM to 9:00 AM, starting in June.

All in favor. Carried.

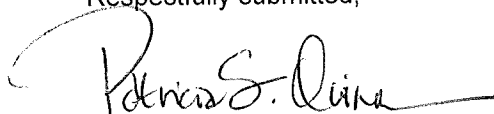
Items for next month's agenda:

- Further discussion on a revision of the Local Arts Board's organizational document originally to better address the current structure of the committee, and its direction/duties.
- Discussion on the drafting of a cultural roadmap for the board that would be applicable to what this group is doing, using other municipalities' guidelines as resources to include desired outcomes and strategic initiatives.
- Discussion on the development of a stipend program for loaned art for the City.

Next Meeting Date: Wednesday, June 9th, 2021 @ 9 A.M. – Council Chambers, City Hall.

Motion to adjourn by Mr. Trenchard and seconded by Ms. melaniejane. All in favor. Carried. Meeting adjourned at 12:58 P.M.

Respectfully submitted,



Patricia S. Quinn
Municipal Services Secretary

PERSONNEL COMMITTEE
May 19, 2021

A meeting of the Personnel Committee was called to order by Chair Williams at 2:00 p.m. in the Council Chambers. Roll call: Members Williams, Gustafson and Statz were present.

Statz/Gustafson to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Consideration of: Creation of Assistant Chief of Police position.
4. Adjourn.

Carried.

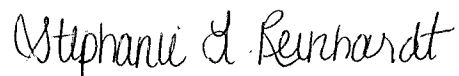
Police Chief Henry presented the proposal to create an Assistant Chief of Police position to the Sturgeon Bay Police Department administrative command structure. It was noted that during the wage study in 2019 by Public Administration Associates (PAA) the Lieutenant position was similar to that of a sergeant position in other comparable police departments. At this time, it would be appropriate to fix not only the titles, but also the responsibilities to make them match position descriptions and titles. The new structure, if approved, would be Police Chief, Assistant Police Chief, and Police Captain (the lieutenant position would be eliminated.) The Police and Fire Commission would maintain the role of filling these positions. PAA was contacted to provide input on a wage range for the position of Assistant Police Chief. It was noted that the fiscal impact for 2021 would range between \$0 and \$7,436 depending on the experience and timing of the hire.

Discussion took place regarding the position descriptions, when to hire, and the fiscal impacts.

Statz/Gustafson to approve the new administrative command structure for the Sturgeon Bay Police Department which is: Police Chief, Assistant Police Chief, and Police Captain and to proceed to fill the position as soon as possible. Carried.

Gustafson/Statz to adjourn. Carried. The meeting adjourned at 2:12 p.m.

Respectfully submitted,



Stephanie L. Reinhardt
City Clerk/HR Director

CITY PLAN COMMISSION

Wednesday, May 19, 2021

A meeting of the City Plan Commission was called to order at 6:04 p.m. by Chairperson David Ward in the Council Chambers, City Hall, 421 Michigan Street.

Roll Call: Members Jeff Norland, Mark Holey, Kirsten Reeths, Dennis Statz, David Ward, and Debbie Kiedrowski were present. Excused: Member Helen Bacon. Also present were City Administrator Josh VanLieshout, Community Development Director Marty Olejniczak, Planner/Zoning Administrator Chris Sullivan-Robinson, and Community Development Secretary Cheryl Nault.

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

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from April 21, 2021.
4. Public comment on non-agenda Plan Commission related items.
5. Consideration of: Initial presentation for zoning map amendment petition for 537 N. 8th Avenue.
6. Consideration of: West Waterfront redevelopment proposal from WWP Development, LLC.
7. Adjourn.

All ayes. Carried.

Approval of minutes from April 21, 2021: Moved by Ms. Norland, seconded by Ms. Kiedrowski to approve the minutes from April 21, 2021. All ayes. Carried.

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

Consideration of: Initial presentation for zoning map amendment petition for 537 N. 8th Avenue: Mr. Sullivan-Robinson stated that John and Cathy Wiese are requesting to rezone their property, located at 537 N. 8th Avenue, from General Commercial (C-1) to Mixed Commercial-Residential (C-5). It is currently used as two-family residential. They are currently trying to sell the property. But, one of the issues with a non-conforming use is that there are zoning restrictions that limit the value of modification to 50% of the taxable value of the home. Rezoning the property to C-5 would make the use conforming. Staff supports the request and recommends proceeding to the public hearing stage.

Commission members had no problem with this request.

No action was needed at this time. A public hearing will be scheduled for the June 21st Plan Commission meeting.

Consideration of: West Waterfront redevelopment proposal from WWP Development, LLC: Mr. Olejniczak stated that last fall the City issued a request for proposals for development on the West Waterfront. There were two development sites, including the former DC Co-op site. The Plan Commission and Council elected to work with Northpointe Development Corporation on an apartment project. The smaller site had no proposals at that time. Since then, Peter and Jennifer Gentry approached the City with a development concept that would tie into the parkland being developed by the City on what is considered the lakebed. The Plan Commission is to look at the development itself. Design and finances are subject to review by the City.

Mr. Gentry stated that their vision was to create a community gathering space with amenities including beer concessions, restaurant/deli tenant, and space for food carts. It would be nicely landscaped for people to enjoy the park. Because of the small size of the parcel, they will be adding another floor plus a rooftop garden. There would be spectacular views from the garden area. Movies in the park could be viewed on an 18-foot by 8-foot TV screen. They want to make this a destination.

Aro Eberle Architect Doug Pahl, Jennifer Gentry, and Bayland Buildings General Contractor Representative Dave Phillips were present via Zoom. Mr. Pahl stated that there are three levels that will serve the plaza function. There

would be a bar on the first and second floor, along with the rooftop deck. Different events could go on at the same time. The first level will be serving beer, with the south side of the building including deli space and possibly an Air B&B above. The rooftop will have a buffer of plantings around it to make it safer, cut down on noise and allow for privacy.

Mr. Gentry added that they are trying to keep a consistent look with the Maritime Museum tower and with what has been proposed for the granary.

Mr. Phillips stated that they would like to have the building enclosed before winter.

Mr. Olejniczak referred to the two access drives on the site plan. One of the drives leads to the tug boats, which will be installed as part of the waterfront promenade. The other driveway is located between the proposed building and the proposed apartments. That would lead to a shared parking area that would be used by the public. The City wants to remain riparian owner of the lakebed and retain a one-foot strip between the property and the lakebed. The developer was looking for feedback. A recommendation should be made to Council to continue to work with WWP Development, LLC.

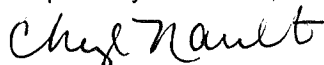
Mr. Gentry stated it would be in the development agreement that the City would maintain the lawns and they would be responsible for maintaining the landscaped areas. The indoor capacity is 99. The seating capacity around the firepit is approximately 120 people. There are 40 plus parking spaces in the Maritime Museum parking lot, plus additional parking spots at Sawyer Park when there is not a tournament going on. Approximately 100 spaces are needed. They will have public restrooms during open hours. There are also public restrooms at Sawyer Park and at the granary building.

Mr. Gentry added that with the challenge of space there will be no elevator installed. All handicap requirements are met. The building will be constructed with corrugated metal. Hard liquor will not be offered.

After further discussion, it was moved by Mayor Ward, seconded by Ms. Reeths to recommend to Council to work with WWP Development, LLC regarding their development. All ayes. Carried.

Adjourn: Moved by Mayor Ward, seconded by Ms. Reeths to adjourn. All ayes. Carried. Meeting adjourned at 6:44 p.m.

Respectfully Submitted,



Cheryl Nault
Community Development Secretary



Kalin Montevideo
Assistant Fire Chief

CITY of STURGEON BAY FIRE DEPARTMENT

421 Michigan St
Sturgeon Bay, WI 54235

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

STURGEON BAY FIRE DEPARTMENT APRIL 2021 FIRE REPORT

APRIL INCIDENTS: 119
2021 TOTAL INCIDENTS: 483

INCIDENTS BY JURISDICTION:

CITY - East Side: 77 Year to Date: 305
73 – Medical Incident
01 – Flammable/Combustible Liquid Incident

AVERAGE RESPONSE TIME:

EMERGENT: 4.05 Minutes NON-EMERGENT: 5.01 Minutes
01 – Carbon Monoxide Incident 01 – Grass Fire
01 – Alarm/Detector Activation, No Fire

CITY - West Side: 35 Year to Date: 132
31 – Medical Incident
02 – Gas Leak

EMERGENT: 3.41 Minutes NON-EMERGENT: 5.03 Minutes
01 – Overheated Motor 01 – Carbon Monoxide Incident

Town of Sevastopol: 02 Year to Date: 20
01 – Medical Incident

EMERGENT: 9.56 Minutes NON-EMERGENT: N/A
01 – Heat from Short Circuit/Wiring

Town of Sturgeon Bay: 05 Year to Date: 17
02 – Medical Incident
01 – Grass Fire

EMERGENT: 7.33 Minutes NON-EMERGENT: 8.25 Minutes
01 – Gas Leak 01 – Authorized/Controlled Burning

MUTUAL AID/MABAS INCIDENTS

Southern Door: 0 Year to Date: 05
Brussels, Union, Gardner: 0 Year to Date: 01
Gibraltar: 0 Year to Date: 01
Sister Bay/Liberty Grove: 0 Year to Date: 01
Jacksonport: 0 Year to Date: 01

INPECTION REPORT:

	<u>Regular Inspections</u>	<u>Re Inspections</u>	<u>Occupancy Inspections</u>	<u>Hours</u>
Inspections – City of Sturgeon Bay:	<u>178</u>	<u>19</u>	<u>0</u>	<u>181.10</u>
Inspections – Town of Sevastopol:	<u>03</u>	<u>05</u>	<u>0</u>	<u>2.60</u>
Inspections – Town of Sturgeon Bay:	<u>02</u>	<u>0</u>	<u>0</u>	<u>1.08</u>
Inspections – Town of Jacksonport:	<u>08</u>	<u>0</u>	<u>0</u>	<u>5.28</u>

Sevastopol Burn Permit: Permits Issued for Month: 05 Year to Date Permits Issued: 43

SPECIAL REPORTS, TRAINING AND MAINTENANCE

MAINTENANCE:

Firefighters conducted annual hose and nozzle testing; repaired a tank leak on Tender 1; cleaned the ice machine; repaired the primer knobs & an air fitting on Tender 1; repaired shelving at the training site and conducted annual gear inspections on all personal protective gear.

Firefighters also did annual dock testing on marina fire suppression systems.

TRAINING:

335 hours of training was conducted in April. Firefighters trained with DC EMS new Lucas device (auto CPR aid); driver/operator procedures; firefighter down CPR; grass fire equipment and procedures; ground ladders and five (5) Part-time Firefighters continued firefighter training through NWTC.

OTHER:

Fire Chief and AC attended City and other Town meetings. We restrung the flag pole at Sawyer Park and assisted DPW with hanging the sun shade at the Skate Park.

COVID-19 Update: Our department continues to monitor COVID-19 cases throughout our community. We continue to implement additional cleaning procedure throughout our stations and following incident response.

APRIL 2021 BANK RECONCILIATION

CHECKING ACCOUNTS

	GENERAL FUND NICOLET	SNAP NICOLET
PRIOR G/L BALANCE	4,618,130.76	9,411.21
REVENUE	1,070,121.44	0.00
DISBURSEMENTS	1,734,970.89	0.00
AMOUNT IN TRANSIT	4,791.60	0.00
ADJUSTMENTS	9,149.69	0.00
ENDING BALANCE	<u>3,957,639.40</u>	<u>9,411.21</u>
BANK BALANCE	4,032,565.87	9,411.21
LESS OUTS. CHECKS	<u>74,926.47</u>	<u>0.00</u>
	<u>3,957,639.40</u>	<u>9,411.21</u>

INVESTMENT ACCOUNTS

	GENERAL/CAPITAL FUND INVESTMENTS
	504,217.94
	687.31
	642.62
	0.00
	0.00
	<u>504,262.63</u>
	504,262.63
	0.00
	<u>504,262.63</u>

SAVINGS ACCOUNTS

	GENERAL FUND STATE - #2	GENERAL FUND NICOLET BANK - MMBI	WDF STATE - #4	CAPITAL - BUILDING DEBT STATE - #9	CAPITAL PROJECTS STATE - #13	CAPITAL PROJECTS DEBT STATE - #15	TIF #3 CONSTRUCTION STATE - #14	TIF #3 DEBT STATE - #08
PRIOR G/L BALANCE	6,117,198.93	20,133.88	0.33	6,324.14	531,359.55	136,325.29	15,536.82	855,945.24
REVENUE	29,408.66	0.17	0.00	0.24	20.41	5.24	0.60	1,252.48
DISBURSEMENTS	55,185.13	0.00	0.33	0.00	0.00	0.00	150.00	0.00
AMOUNT IN TRANSIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ENDING BALANCE	<u>6,091,422.46</u>	<u>20,134.05</u>	<u>0.00</u>	<u>6,324.38</u>	<u>531,379.96</u>	<u>136,330.53</u>	<u>15,387.42</u>	<u>857,197.72</u>
BANK BALANCE	6,091,422.46	20,134.05	0.00	6,324.38	531,379.96	136,330.53	15,387.42	857,197.72

	TIF #1 DEBT STATE - #11	TIF #2 STATE - #3	TIF #2 DEBT 98A&B STATE - #10	TIF #2 AMENDED AREA CONST. - STATE - #06	TIF #2 AMENDED AREA CAP. INT. - STATE - #7	TIF #4 DEBT SVC STATE - #12	TIF #4 CONSTRUCTION STATE - #01
PRIOR G/L BALANCE	1,024,839.65	13,466.36	3,998,179.89	56,257.83	40,481.80	73,133.83	399,277.09
REVENUE	17,897.35	0.52	29,142.45	2.16	4,118.38	3,004.89	15.23
DISBURSEMENTS	0.00	150.00	0.00	0.00	0.00	0.00	28,230.80
AMOUNT IN TRANSIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ENDING BALANCE	<u>1,042,737.00</u>	<u>13,316.88</u>	<u>4,027,322.34</u>	<u>56,259.99</u>	<u>44,600.18</u>	<u>76,138.72</u>	<u>371,061.52</u>
BANK BALANCE	1,042,737.00	13,316.88	4,027,322.34	56,259.99	44,600.18	76,138.72	371,061.52

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: GENERAL FUND
 FOR 4 PERIODS ENDING APRIL 30, 2021

8c3.

DEPARTMENT DESCRIPTION	APRIL		%	FISCAL		FISCAL		%
	BUDGET	ACTUAL		YEAR-TO-DATE BUDGET	ANNUAL BUDGET	YEAR-TO-DATE ACTUAL	VARI-ANCE	
REVENUES	13,011,245.00	374,914.45	(97.1)	13,011,245.00	13,011,245.00	6,287,334.01	(51.6)	
GENERAL FUND	13,011,245.00	374,914.45	(97.1)	13,011,245.00	13,011,245.00	6,287,334.01	(51.6)	
TOTAL REVENUES	13,011,245.00	374,914.45	(97.1)	13,011,245.00	13,011,245.00	6,287,334.01	(51.6)	
EXPENSES								
GENERAL FUND	1,165,775.00	1,365.39	99.8	1,203,275.00	1,303,275.00	114,277.32	91.2	
MAYOR	12,885.00	915.02	92.8	12,885.00	12,885.00	3,660.08	71.5	
CITY COUNCIL	71,420.00	4,780.10	93.3	71,420.00	71,420.00	22,489.27	68.5	
LAW/LEGAL	86,000.00	4,474.00	94.7	86,000.00	86,000.00	15,281.75	82.2	
CITY CLERK-TREASURER	450,630.00	42,288.93	90.6	450,630.00	450,630.00	146,105.83	67.5	
ADMINISTRATION	180,040.00	16,387.70	90.8	180,040.00	180,040.00	57,691.22	67.9	
COMPUTER	121,750.00	13,973.74	88.5	121,750.00	121,750.00	41,265.36	66.1	
CITY ASSESSOR	89,708.33	4,916.67	94.5	89,708.33	89,708.33	25,947.21	71.1	
BOARD OF REVIEW	1,520.00	0.00	100.0	1,520.00	1,520.00	0.00	100.0	
BUILDING/ZONING CODE ENFORCEM	104,505.00	12,288.67	88.2	104,505.00	104,505.00	25,477.46	75.6	
MUNICIPAL SERVICES ADMN.	241,535.00	21,076.34	91.2	241,535.00	241,535.00	76,115.52	68.4	
PUBLIC WORKS ADMINISTRATION	232,335.00	19,338.65	91.6	232,335.00	232,335.00	71,774.83	69.1	
ELECTIONS DEPARTMENT	27,180.00	10,085.43	62.8	27,180.00	27,180.00	12,398.68	54.3	
CITY HALL	165,715.00	18,225.42	82.9	165,715.00	165,715.00	49,843.54	69.9	
INSURANCE	288,290.00	20,199.00	92.9	288,290.00	288,290.00	134,018.43	53.5	
GENERAL EXPENDITURES	1,482,665.00	20,798.49	98.5	1,482,665.00	1,482,665.00	38,379.37	97.4	
POLICE DEPARTMENT	472,875.00	38,973.26	91.7	472,875.00	472,875.00	143,228.17	69.7	
PATROL BOAT	15,310.00	0.00	100.0	15,310.00	15,310.00	0.00	100.0	
PARKING ENFORCEMENT	0.00	0.00	0.0	0.00	0.00	0.00	0.0	
POLICE DEPARTMENT/PATROL	2,301,730.00	185,597.84	91.9	2,301,730.00	2,301,730.00	758,231.24	67.0	
POLICE DEPT. / INVESTIGATIONS	294,740.00	11,059.72	96.2	294,740.00	294,740.00	59,711.23	79.7	
FIRE DEPARTMENT	2,055,590.00	173,686.52	91.5	2,055,590.00	2,055,590.00	624,904.38	69.5	
STORM SEWERS	36,110.00	7,831.25	78.3	36,110.00	36,110.00	9,452.31	73.8	
SOLID WASTE MGMT/SPRING/FALL	53,845.00	0.00	100.0	53,845.00	53,845.00	0.00	100.0	
COMPOST/SOLID WASTE SITE	0.00	0.00	0.0	0.00	0.00	0.00	0.0	
STREET SWEEPING	43,675.00	3,430.63	92.1	43,675.00	43,675.00	3,601.27	91.7	
WEED ABATEMENT	4,005.00	0.00	100.0	4,005.00	4,005.00	0.00	100.0	
ROADWAYS/STREETS	241,115.00	12,256.58	94.9	241,115.00	241,115.00	61,979.61	74.2	
SNOW REMOVAL	223,000.00	7,428.18	96.6	223,000.00	223,000.00	90,454.09	59.4	
STREET SIGNS AND MARKINGS	52,375.00	3,410.83	93.4	52,375.00	52,375.00	5,077.52	90.3	
CURB/CUTTER/SIDEWALK	24,365.00	536.05	97.7	24,365.00	24,365.00	536.05	97.7	
STREET MACHINERY	215,050.00	18,424.42	91.4	215,050.00	215,050.00	42,316.34	80.3	
CITY GARAGE	64,590.00	5,822.01	90.9	64,590.00	64,590.00	19,232.32	70.2	
CELEBRATION & ENTERTAINMENT	43,020.00	9,764.90	77.3	43,020.00	43,020.00	11,475.90	73.3	
HIGHWAYS - GENERAL	492,000.00	51,767.66	89.4	492,000.00	492,000.00	139,525.97	71.6	
PARK & RECREATION ADMIN	104,785.00	6,599.87	93.7	104,785.00	104,785.00	30,577.11	70.8	
PARKS AND PLAYGROUNDS	514,830.00	36,600.35	92.8	514,830.00	514,830.00	126,020.53	75.5	
BALLFIELDS	29,520.00	1,908.48	93.5	29,520.00	29,520.00	1,908.48	93.5	

8c3.

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: GENERAL FUND
 FOR 4 PERIODS ENDING APRIL 30, 2021

DEPARTMENT DESCRIPTION	APRIL		VARI- ANCE	FISCAL		ANNUAL BUDGET	FISCAL		VARI- ANCE
	BUDGET	ACTUAL		YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL				
EXPENSES									
ICE RINKS	12,130.00	177.45	98.5	12,130.00	12,130.00	6,362.83	47.5		
BEACHES	5,400.00	0.00	100.0	5,400.00	5,400.00	0.00	100.0		
MUNICIPAL DOCKS	48,780.00	1,016.45	97.9	48,780.00	48,780.00	3,782.94	92.2		
WATER WEED MANAGEMENT	86,115.00	0.00	100.0	86,115.00	86,115.00	14.15	99.9		
WATERFRONT PARKS & WALKWAYS	77,365.00	10,101.14	86.9	77,365.00	77,365.00	12,782.14	83.4		
EMPLOYEE BENEFITS	44,700.00	4,744.40	89.3	44,700.00	44,700.00	15,508.62	65.3		
PUBLIC FACILITIES	81,000.00	0.00	100.0	81,000.00	81,000.00	21,965.68	72.8		
BOARDS AND COMMISSIONS	880.00	53.85	93.8	880.00	880.00	111.55	87.3		
COMMUNITY & ECONOMIC DEVLPMNT	419,460.00	27,085.09	93.5	419,460.00	419,460.00	115,731.20	72.4		
TOTAL EXPENSES	12,780,313.33	829,390.48	93.5	12,817,838.32	12,917,905.00	3,139,217.50	75.6		
TOTAL FUND REVENUES	13,011,245.00	374,914.45	(97.1)	13,011,245.00	13,011,245.00	6,287,334.01	(51.6)		
TOTAL FUND EXPENSES	12,780,313.33	829,390.48	93.5	12,817,838.32	12,917,905.00	3,139,217.50	75.6		
SURPLUS (DEFICIT)	230,931.67	(454,476.03)	(296.8)	193,406.68	93,340.00	3,148,116.51	3272.7		

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: CAPITAL FUND
 FOR 4 PERIODS ENDING APRIL 30, 2021

DEPARTMENT DESCRIPTION	APRIL		VARI- ANCE	FISCAL		ANNUAL BUDGET	FISCAL	
	BUDGET	ACTUAL		YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL		VARI- ANCE	
REVENUES	2,729,375.00	269,307.72	(90.1)	2,729,375.00	2,729,375.00	480,189.82	(82.4)	
PATROL								
TOTAL REVENUES	2,729,375.00	269,307.72	(90.1)	2,729,375.00	2,729,375.00	480,189.82	(82.4)	
EXPENSES								
CITY CLERK-TREASURER	0.00	0.00	0.0	0.00	0.00	0.00	0.0	
ADMINISTRATION	0.00	0.00	0.0	0.00	0.00	0.00	0.0	
COMPUTER	29,500.00	0.00	100.0	29,500.00	0.00	0.00	100.0	
CITY ASSESSOR	5,000.00	0.00	100.0	5,000.00	0.00	0.00	100.0	
MUNICIPAL SERVICES ADMIN.	0.00	0.00	0.0	0.00	0.00	0.00	0.0	
ELECTIONS	0.00	0.00	0.0	0.00	0.00	0.00	0.0	
CITY HALL	454,583.32	19,070.83	95.8	498,333.28	615,000.00	186,239.95	69.7	
GENERAL EXPENDITURES	15,000.00	250,000.00	(1566.6)	15,000.00	15,000.00	265,030.26	(1666.8)	
POLICE DEPARTMENT	0.00	0.00	0.0	0.00	0.00	0.00	0.0	
PATROL BOAT	0.00	0.00	0.0	0.00	0.00	0.00	0.0	
PATROL	238,735.00	0.00	100.0	238,735.00	0.00	0.00	100.0	
POLICE DEPT. / INVESTIGATIONS	0.00	0.00	0.0	0.00	0.00	0.00	0.0	
FIRE DEPARTMENT	34,800.00	58,371.16	(67.7)	34,800.00	34,800.00	68,826.47	(97.7)	
STORM SEWERS	70,000.00	4,598.10	93.4	70,000.00	70,000.00	4,821.54	93.1	
SOLID WASTE MGMT/REFUSE/RECYC	0.00	0.00	0.0	0.00	0.00	0.00	0.0	
ROADWAYS/STREETS	1,090,000.00	200,000.00	81.6	1,090,000.00	1,090,000.00	391,636.48	64.0	
SNOW REMOVAL	0.00	0.00	0.0	0.00	0.00	0.00	0.0	
CURB/GUTTER/SIDEWALK	132,500.00	0.00	100.0	132,500.00	0.00	0.00	100.0	
CITY GARAGE	15,000.00	0.00	100.0	15,000.00	0.00	0.00	100.0	
PARKS AND PLAYGROUNDS	288,430.00	1,002.50	99.6	288,430.00	288,430.00	1,002.50	99.6	
BALLFIELDS	0.00	0.00	0.0	0.00	0.00	0.00	0.0	
ICE RINKS	0.00	0.00	0.0	0.00	0.00	0.00	0.0	
BEACHES	166.66	0.00	100.0	166.66	0.00	0.00	100.0	
MUNICIPAL DOCKS	50,500.00	0.00	100.0	50,500.00	0.00	0.00	100.0	
WATER WEED MANAGEMENT	0.00	0.00	0.0	0.00	0.00	0.00	0.0	
WATERFRONT PARKS & WALKWAYS	115,000.00	4,827.50	95.8	115,000.00	115,000.00	4,827.50	95.8	
SANITARY & WATER MAIN	0.00	0.00	0.0	0.00	0.00	0.00	0.0	
PUBLIC FACILITIES	14,910.00	0.00	100.0	14,910.00	0.00	0.00	100.0	
COMMUNITY & ECONOMIC DEVLPMT	0.00	0.00	0.0	0.00	0.00	0.00	0.0	
TOTAL EXPENSES	2,554,124.98	537,870.09	78.9	2,598,374.92	2,716,375.00	961,849.71	64.5	
TOTAL FUND REVENUES	2,729,375.00	269,307.72	(90.1)	2,729,375.00	2,729,375.00	480,189.82	(82.4)	
TOTAL FUND EXPENSES	2,554,124.98	537,870.09	78.9	2,598,374.92	2,716,375.00	961,849.71	64.5	
SURPLUS (DEFICIT)	175,250.02	(268,562.37)	(253.2)	131,000.08	13,000.00	(481,659.89)	(3805.0)	

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: CABLE TV
 FOR 4 PERIODS ENDING APRIL 30, 2021

DEPARTMENT DESCRIPTION	APRIL BUDGET	APRIL ACTUAL	% VARI-ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI-ANCE
REVENUES							
CABLE TV / GENERAL	123,057.08	0.00	100.0	130,638.32	150,855.00	38,119.24	(74.7)
TOTAL REVENUES	123,057.08	0.00	100.0	130,638.32	150,855.00	38,119.24	(74.7)
EXPENSES							
CABLE TV / GENERAL	112,625.00	45,800.47	59.3	112,625.00	112,625.00	67,507.44	40.0
TOTAL EXPENSES	112,625.00	45,800.47	59.3	112,625.00	112,625.00	67,507.44	40.0
TOTAL FUND REVENUES	123,057.08	0.00	100.0	130,638.32	150,855.00	38,119.24	(74.7)
TOTAL FUND EXPENSES	112,625.00	45,800.47	59.3	112,625.00	112,625.00	67,507.44	40.0
SURPLUS (DEFICIT)	10,432.08	(45,800.47)	(539.0)	18,013.32	38,230.00	(29,388.20)	(176.8)

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TOURISM FUND
 FOR 4 PERIODS ENDING APRIL 30, 2021

DEPARTMENT DESCRIPTION	APRIL BUDGET	APRIL ACTUAL	% VARI-ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI-ANCE
REVENUES							
TOURISM COMMITTEE / GENERAL	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL REVENUES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
EXPENSES							
TOURISM COMMITTEE / GENERAL	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL EXPENSES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL FUND REVENUES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL FUND EXPENSES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
SURPLUS (DEFICIT)	0.00	0.00	0.0	0.00	0.00	0.00	0.0

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #2 DISTRICT
 FOR 4 PERIODS ENDING APRIL 30, 2021

DEPARTMENT DESCRIPTION	APRIL		VARI- ANCE	FISCAL		ANNUAL		FISCAL	
	BUDGET	ACTUAL		YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	BUDGET	ACTUAL	YEAR-TO-DATE ACTUAL	VARI- ANCE
REVENUES									
TID DISTRICT #2	2,610,230.00	33,263.51	(98.7)	2,610,230.00	2,610,230.00	1,201,879.86	(53.9)		
TOTAL REVENUES	2,610,230.00	33,263.51	(98.7)	2,610,230.00	2,610,230.00	1,201,879.86	(53.9)		
EXPENSES									
TID DISTRICT #2	1,976,242.00	0.00	100.0	1,976,242.00	1,976,242.00	215,805.10	89.0		
TOTAL EXPENSES	1,976,242.00	0.00	100.0	1,976,242.00	1,976,242.00	215,805.10	89.0		
TOTAL FUND REVENUES	2,610,230.00	33,263.51	(98.7)	2,610,230.00	2,610,230.00	1,201,879.86	(53.9)		
TOTAL FUND EXPENSES	1,976,242.00	0.00	100.0	1,976,242.00	1,976,242.00	215,805.10	89.0		
SURPLUS (DEFICIT)	633,988.00	33,263.51	(94.7)	633,988.00	633,988.00	986,074.76	55.5		

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #1 DISTRICT
 FOR 4 PERIODS ENDING APRIL 30, 2021

DEPARTMENT DESCRIPTION	APRIL		VARI- ANCE	FISCAL		FISCAL	
	BUDGET	ACTUAL		YEAR-TO-DATE BUDGET	ANNUAL BUDGET	YEAR-TO-DATE ACTUAL	VARI- ANCE
REVENUES							
TID #1 DISTRICT	941,158.00	17,897.35	(98.0)	941,158.00	941,158.00	641,219.64	(31.8)
TOTAL REVENUES	941,158.00	17,897.35	(98.0)	941,158.00	941,158.00	641,219.64	(31.8)
EXPENSES							
TID #1 DISTRICT	888,298.00	0.00	100.0	888,298.00	888,298.00	0.00	100.0
TOTAL EXPENSES	888,298.00	0.00	100.0	888,298.00	888,298.00	0.00	100.0
TOTAL FUND REVENUES	941,158.00	17,897.35	(98.0)	941,158.00	941,158.00	641,219.64	(31.8)
TOTAL FUND EXPENSES	888,298.00	0.00	100.0	888,298.00	888,298.00	0.00	100.0
SURPLUS (DEFICIT)	52,860.00	17,897.35	(66.1)	52,860.00	52,860.00	641,219.64	113.0

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #3 DISTRICT
 FOR 4 PERIODS ENDING APRIL 30, 2021

DEPARTMENT DESCRIPTION	APRIL		%	FISCAL		%
	BUDGET	ACTUAL		YEAR-TO-DATE BUDGET	ANNUAL BUDGET	
REVENUES						
TID #3 DISTRICT	61,841.00	1,253.08	(97.9)	61,841.00	61,841.00	44,027.94 (28.8)
TOTAL REVENUES	61,841.00	1,253.08	(97.9)	61,841.00	61,841.00	44,027.94 (28.8)
EXPENSES						
TID #3 DISTRICT	126,796.00	0.00	100.0	126,796.00	126,796.00	23,268.75 81.6
TOTAL EXPENSES	126,796.00	0.00	100.0	126,796.00	126,796.00	23,268.75 81.6
TOTAL FUND REVENUES	61,841.00	1,253.08	(97.9)	61,841.00	61,841.00	44,027.94 (28.8)
TOTAL FUND EXPENSES	126,796.00	0.00	100.0	126,796.00	126,796.00	23,268.75 81.6
SURPLUS (DEFICIT)	(64,955.00)	1,253.08	(101.9)	(64,955.00)	(64,955.00)	20,759.19 (131.9)

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #4 DISTRICT
 FOR 4 PERIODS ENDING APRIL 30, 2021

DEPARTMENT DESCRIPTION	APRIL		APRIL		FISCAL		FISCAL	
	BUDGET	ACTUAL	VARI- ANCE	YEAR-TO-DATE BUDGET	ANNUAL BUDGET	YEAR-TO-DATE ACTUAL	VARI- ANCE	
REVENUES			%				%	
TID #4 DISTRICT	1,906,605.33	3,020.12	(99.8)	1,929,940.32	1,992,167.00	107,831.56	(94.5)	
TOTAL REVENUES	1,906,605.33	3,020.12	(99.8)	1,929,940.32	1,992,167.00	107,831.56	(94.5)	
EXPENSES			%				%	
TID #4 DISTRICT	2,067,848.33	0.00	0.0	2,093,748.32	2,162,815.00	158,628.25	92.6	
TID #4 DISTRICT	2,067,848.33	28,080.80	98.6	2,093,748.32	2,162,815.00	158,628.25	92.6	
TOTAL EXPENSES	2,067,848.33	28,080.80	98.6	2,093,748.32	2,162,815.00	158,628.25	92.6	
TOTAL FUND REVENUES	1,906,605.33	3,020.12	(99.8)	1,929,940.32	1,992,167.00	107,831.56	(94.5)	
TOTAL FUND EXPENSES	2,067,848.33	28,080.80	98.6	2,093,748.32	2,162,815.00	158,628.25	92.6	
SURPLUS (DEFICIT)	(161,243.00)	(25,060.68)	(84.4)	(163,808.00)	(170,648.00)	(50,796.69)	(70.2)	

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: REVOLVING LOAN FUND (STATE)
 FOR 4 PERIODS ENDING APRIL 30, 2021

DEPARTMENT DESCRIPTION	APRIL	APRIL	%	FISCAL	ANNUAL	FISCAL	%
	BUDGET	ACTUAL	VARI- ANCE	YEAR-TO-DATE BUDGET	BUDGET	YEAR-TO-DATE ACTUAL	VARI- ANCE
REVENUES							
REVOLVING LOAN FUND (STATE)	0.00	0.00	0.0	0.00	0.00	1.74	100.0
TOTAL REVENUES	0.00	0.00	0.0	0.00	0.00	1.74	100.0
EXPENSES							
REVOLVING LOAN FUND (STATE)	0.00	0.00	0.0	0.00	0.00	1.74	100.0
TOTAL EXPENSES	0.00	0.00	0.0	0.00	0.00	1.74	100.0
TOTAL FUND REVENUES	0.00	0.00	0.0	0.00	0.00	1.74	100.0
TOTAL FUND EXPENSES	0.00	0.00	0.0	0.00	0.00	1.74	100.0
SURPLUS (DEFICIT)	0.00	0.00	0.0	0.00	0.00	0.00	0.0

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: SOLID WASTE ENTERPRISE
 FOR 4 PERIODS ENDING APRIL 30, 2021

DEPARTMENT DESCRIPTION	APRIL		%	FISCAL		%
	BUDGET	ACTUAL		YEAR-TO-DATE BUDGET	ANNUAL BUDGET	
REVENUES						
SOLID WASTE ENTERPRISE FUND	1,333,365.00	54,944.17	(95.8)	1,333,365.00	1,333,365.00	181,824.87 (86.3)
TOTAL REVENUES	1,333,365.00	54,944.17	(95.8)	1,333,365.00	1,333,365.00	181,824.87 (86.3)
EXPENSES						
SOLID WASTE ENTERPRISE FUND	638,480.40	60,082.92	90.5	829,911.60	1,340,395.00	127,952.07 90.4
TOTAL EXPENSES	638,480.40	60,082.92	90.5	829,911.60	1,340,395.00	127,952.07 90.4
TOTAL FUND REVENUES	1,333,365.00	54,944.17	(95.8)	1,333,365.00	1,333,365.00	181,824.87 (86.3)
TOTAL FUND EXPENSES	638,480.40	60,082.92	90.5	829,911.60	1,340,395.00	127,952.07 90.4
SURPLUS (DEFICIT)	694,884.60	(5,138.75)	(100.7)	503,453.40	(7,030.00)	53,872.80 (866.3)

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: COMPOST SITE ENTERPRISE FUND
 FOR 4 PERIODS ENDING APRIL 30, 2021

DEPARTMENT DESCRIPTION	APRIL BUDGET	APRIL ACTUAL	VARI-ANCE	FISCAL YEAR-TO-DATE		FISCAL YEAR-TO-DATE		VARI-ANCE
				BUDGET	BUDGET	ACTUAL	ACTUAL	
REVENUES								
COMPOST SITE ENTERPRISE FUND	15,567.49	16,910.53	8.6	50,269.96	142,810.00	31,516.48	(77.9)	
TOTAL REVENUES	15,567.49	16,910.53	8.6	50,269.96	142,810.00	31,516.48	(77.9)	
EXPENSES								
COMPOST SITE ENTERPRISE FUND	5,807.01	3,719.40	35.9	23,228.04	69,685.00	14,445.58	79.2	
TOTAL EXPENSES	5,807.01	3,719.40	35.9	23,228.04	69,685.00	14,445.58	79.2	
TOTAL FUND REVENUES	15,567.49	16,910.53	8.6	50,269.96	142,810.00	31,516.48	(77.9)	
TOTAL FUND EXPENSES	5,807.01	3,719.40	35.9	23,228.04	69,685.00	14,445.58	79.2	
SURPLUS (DEFICIT)	9,760.48	13,191.13	35.1	27,041.92	73,125.00	17,070.90	(76.6)	

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

MUNICIPAL REPORT TOTALS
 FOR 4 PERIODS ENDING APRIL 30, 2021

DEPARTMENT DESCRIPTION	APRIL		FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE	
	BUDGET	ACTUAL			ACTUAL	ACTUAL
TOTAL MUNICIPAL REVENUES	22,732,443.90	771,510.93	22,798,062.60	22,973,046.00	9,013,945.16	(60.7)
TOTAL MUNICIPAL EXPENSES	21,150,535.05	1,504,944.16	21,467,062.20	22,311,136.00	4,708,676.14	78.8
SURPLUS (DEFICIT)	1,581,908.85	(733,433.23)	1,331,000.40	661,910.00	4,305,269.02	550.4

%
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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

From: Captain Daniel J. Brinkman

Subject: Monthly Report for April, 2021

Date: May 17, 2021

The following is a summary of the Police Department’s activities for the month of April 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 41 crimes.

These crimes can be broken down and classified as follows.

Disorderly Conduct.....	04
Possess Controlled Substance.....	05
Bail Jump.....	05
Domestic Abuse.....	08
Theft.....	05
Child Abuse or Neglect.....	02
Death Investigation.....	01
Threats to Injure.....	02
ICAC Investigation.....	02
Criminal Damage to Property.....	02
Custodial Interference.....	03
Resist/Obstruct Officer.....	01
Violate Court Order.....	01
TOTAL 41	

Arrests

The Department completed a total of 118 arrests during the month. These arrests encompass violations from traffic to felony, and are listed below by type of violations and number of arrests for each category.

A. Felony Crime Arrest	
Bail Jumping.....	07
Intimidate Victim.....	01
Possess Controlled Substance.....	01
Possess Drug Paraphernalia.....	01
Child Custody Interference.....	01
	TOTAL 11

B. Misdemeanor Crime Arrests	
Disorderly Conduct.....	09
Bail Jump.....	10
Criminal Damage to Property.....	01
Resist / Obstruct Officer.....	02
Battery.....	07
Possess Drug Paraphernalia.....	02
Possess Controlled Substance.....	03
Retail Theft.....	03
Violate Court Order.....	01
	TOTAL 38

Wisconsin Probation & Parole Arrests / Warrant Arrests	10
	TOTAL 10

C. Ordinance Violation Arrests	
Disorderly Conduct	01
Disorderly Conduct w/Motor Vehicle	02
Animal at Large.....	01
Retail Theft.....	01
Furnish Alcohol to Minors	01
Intoxicants in Park w/o Permit	01
	TOTAL 07

D. Traffic Crime Arrests	
Operate Motor Vehicle while Intoxicated 2 nd or More.....	03
No Valid Driver's License.....	02
Fail to Install Ignition Interlock Device.....	03
Operate while Revoked	07
Flee/Elude Officer	01
	TOTAL 16

E. Traffic Violation Arrests	
Operate Motor Vehicle w/o Insurance.....	04
Operate Motor Vehicle while Intoxicated.....	03
Operate Motor Vehicle while Suspended/Revoked.....	03
Speeding.....	11
No Valid Driver's License.....	04
Miscellaneous Violations.....	11
	TOTAL 36

In addition to the preceding arrests, the Department conducted a total of 127 traffic stops during the month and logged 37 violations for various motor vehicle defects and local ordinances and issued 30 written warnings for those violations. A total of 04 parking tickets were issued for violations throughout the city.

Traffic Accidents

The Department during the month investigated a total of 07 vehicle accidents. These accidents are categorized into four types.

A.	Motor Vehicle Accidents Involving Fatalities	00
B.	Motor Vehicle Accidents Involving Injuries.....	00
C.	Motor Vehicle Accidents Involving Property Damage	07
	(greater than \$1,000.00)	
D.	Motor Vehicle Accidents Involving Property Damage	00
	(less than \$1,000.00)	
		TOTAL 07

Police Service Calls

Department members handled 338 service calls during the month. These calls consist of both citizen requests for police service as described below (280), crimes investigated (41), traffic accidents investigated (07), and Wisconsin Probation and Parole Assists (10).

A.	Traffic and Road Incidents.....	51
	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.....	08
	These complaints involve private parties, licensed liquor establishments, and parties in public places.	
C.	Sick and Injured Persons.....	19
	Assistance rendered to the Ambulance Service and sick or injured persons.	
D.	Alarms.....	13
	Officers responded to activated burglar and hold-up alarms at area banks and other business establishments and residences as well as fire alarms.	
E.	Complaints Involving Animals.....	13
	Investigations by officers of noisy animals, loose animals, animal bites, wild animals and sick, injured or dead animal complaints.	
F.	Civil Disputes.....	09
	Arguments between neighbors, landlords and tenants, and family members where no crimes have been committed.	

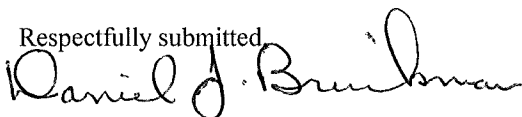
- G. Escorts.....02
Transporting citizens, money escorts for area financial institutions, funerals, and for area industry and farming.
- H. Citizen Assist38
This category is broad and involves such services as assistance in gas drive-off, emergency notifications, attempts to locate people, retrieval of personal property, and vehicle registration assistance.
- I. Assistance Rendered to Other Agencies.....06
Includes assistance to other law enforcement and government agencies.
- J. Suspicious Person / Vehicle Circumstance 14
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.....01
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 Problems09
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 Incidents84
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 13
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 280

Department Training

The Joint SWAT Team and Dive Team completed their monthly training. One officer obtained his certification as a Defense & Arrest Tactics Instructor, two officers obtained their state firearms instructor certification, one officer completed the state mandatory Emergency Vehicle Operations certification, one officer completed Basic Crime Scene Evidence Collection and one officer attended the annual homicide conference.

Respectfully submitted,



Captain Daniel J. Brinkman

BEVERAGE OPERATOR LICENSES

1. Anderson, Barbara J.
2. Carstens, Anthony S.
3. Cumber, David C.
4. Ellefsen, Kelly J.
5. Gerdmann, Swanee M.
6. Gerwin, Bradley J.
7. Gunnlaugsson, Lori A.
8. Hilsabeck, David L.
9. Londo, Kayla M.
10. McFadden, Kinzzy R.
11. Magaurn, Todd A.
12. Mistele, Jessica L.
13. Pagel, Jolene J.
14. Pinney, Geoffrey A.

"Class B" Comb. Licenses

Captain JJ's Nautical Inn, LLC (Nautical Inn)
 Carter Holdings, LLC (Brick Lot Pub & Grill)
 Cherry Lanes, LLC
 Clarence G Cumber, Jr. (Butch's Bar)
 Door County Resorts Management, Inc. (Stone Harbor Restaurant & Pub)
 Greystone Castle, LLC
 IMBN, Inc (White Birch Inn)
 Kippis, LLC (Union)
 Kitty O'Reilly's Irish Pub, LLC
 Nightingale Supper Club, Inc
 Old Mexico Mexican Bar & Grill, Inc.
 P.V.C.N., Inc (Apple Valley Lanes)
 Poh's Corner Pub, LLC
 Kenneth S Schultz (Dutch's Bar)
 Shipyard Partners, LLC (CenterPoint Marina)
 Sturgeon Bay Red Room, LLC (Red Room)
 Sturgeon Bay Yacht Club
 Trattoria DalSanto, LLC
 Woldt's Corner Pub, Inc

Agent

John Stacy Harring, Jr.
 Wendi Sue Carter
 Kevin J Bosman
 Nancy Haffeman-Bertz
 Gregory Melvin Ebel
 Abby K Hess
 Wendi Sue Carter
 Amy Lynn Crook
 David G Ripp
 Veronica Medina Ramirez
 Michelle Jean Pfannenstiel
 Kim Marie Poh
 Theodore J. Balistreri
 Nicholas Robert Hoffman
 Laura Lee Olson
 Michael Anthony DalSanto
 Jennifer Lee Woldt

Address

234 Kentucky Street
 253 N 3rd Ave
 127 N 4th Ave
 112 S 3rd Ave
 107 N 1st Ave
 8 N Madison Ave
 1009 S Oxford Ave
 23 W Oak St
 59 E Oak St
 1541 Egg Harbor Rd
 901 Egg Harbor Road
 1217 N 14th Ave
 164 N 3rd Ave
 1207 Rhode Island St
 215 Quincy St
 66 S 3rd Ave
 600 Nautical Drive
 117 N 3rd Ave
 911 Green Bay Rd

Class "B" Beer Licenses

BH Canvas, LLC (Crate)
 Bridgeport Resort Condo Owners Assoc, Inc. (Bridgeport Resort)
 Get Real Café, LLC
 Hong Kong Buffet Guo, Inc (Hong Kong Buffet)
 Hot Tamales, LLC
 Jacob's Bluefront Café, LLC (Bluefront Café)
 Nsighttel Wireless, LLC (GLAS: The Green Coffeehouse)
 Benigno Sandoval (El Sazon)
 Scaturo's Baking Co, LLC (Scaturo's Baking Co & Café)
 Starboard Brewing Company, LLC
 Third Avenue Playhouse, Inc

Agent

Wendi Sue Carter
 Thad G Birmingham
 Veronica Janice Ripp
 Qi Wen Guo
 LeeAnn Krause
 Patrick Louis Barbercheck
 Maureen Riordan-Haese
 Robert S Scaturo
 Patrick Joseph Surfus
 Robert Clark Boles

Address

136 N 3rd Ave
 50 W Larch St
 43 S Madison Ave
 1300 Egg Harbor Rd, Ste #102
 26 E Oak St
 86 W Maple St
 67 E Maple Street
 1449 Green Bay Rd, Ste 2
 19 Green Bay Rd
 151 N 3rd Avenue
 239 N 3rd Avenue

2021/2022 City of Sturgeon Bay Liquor Licenses

"Class A" Comb. Licenses

American Petroleum, LLC (Downtown Shell)
 Jandu Petroleum, Inc (Jandu Petroleum #1)
 Jandu Oil, Inc (Jandu Petroleum #8)
 L & P Convenient Store Sturgeon Bay, LLC
 Lavine's Inc (The Wine Cellar)
 Marchant's Meats and Sausage, LLC
 McCartney & Company LTD (Madison Avenue Wine & Market)
 Minit Mart, LLC (Minit Mart #6886)
 Minit Mart, LLC (Minit Mart #691)
 PhilliMart of Sturgeon Bay, Inc
 R S Patel LLC (Hol N' One Mobil)
 T & C Markets, Inc (Tadych's Econo Foods)
 Target Corporation (Target Store #T1246)
 Tikapur Petroleum (Cherryland Shell)
 Wal-Mart Stores East, LP (Wal-Mart #1316)
 Walgreen, Co (Walgreens #07635)
 Wisconsin CVS Pharmacy, LLC (CVS Pharmacy #10419)

Class "A" Beer Licenses

Jandu Petroleum, Inc (Jandu Petroleum #2)
 Jandu Petroleum, Inc (Jandu Petroleum #3)
 The S-Stop, Inc

Class "A" Liquor Licenses
 Bridgeport Resort Condo Owners Assoc, Inc. (Bridgeport Resort)

"Class C" Wine License

BH Canvas, LLC (Crate)
 5J SB, LLC (5th and Jefferson Café)
 Get Real Café, LLC
 Hong Kong Buffet Guo, Inc (Hong Kong Buffet)
 Hot Tamales, LLC
 Jacob's Bluefront Café, LLC (Bluefront Café)
 Nsighttel Wireless, LLC (GLAS: The Green Coffeehouse)
 Scaturato's Baking Co, LLC (Scaturato's Baking Co & Café)

Agent

Connie M Mason
 Parvinder Singh Jandu
 Parvinder Singh Jandu
 Terra Ann Grovogel
 Joseph Daniel LaVine
 Mark Allen Marchant
 Diana Jean McCartney
 Joshua Steven Kangley
 Joshua Steven Kangley
 Donna Sue Lackie
 Bhavin H Patel
 Jon Robert Calhoun
 Benjamin Ronald Hubing
 Turk Raj Ojha
 Michael Lane
 Sarah J Olson
 Amanda Moll

Address

211 Michigan St
 1767 Egg Harbor Rd
 253 Michigan St
 1130 Green Bay Rd
 825 Egg Harbor Rd
 51 Green Bay Rd
 25 & 27 S Madison Ave
 1255 Green Bay Rd
 1314 Green Bay Rd
 1009 Egg Harbor Rd
 25 N Madison Ave
 1250 N 14th Ave
 410 S Ashland Ave
 1331 Green Bay Rd
 1536 Egg Harbor Rd
 808 S Duluth Ave
 1407 Egg Harbor Road

Agent

Parvinder Singh Jandu
 Parvinder Singh Jandu
 Kevin John Schartner

Address

222 S Madison Ave
 154 N 4th Ave
 922 S Duluth Ave

Agent

Thad G Birmingham

Address

50 W Larch St

Agent

Wendi Sue Carter
 Frederick Thomas Young
 Veronica Janice Ripp
 Qi Wen Guo
 LeeAnn Krause
 Patrick Louis Barbercheck
 Maureen Riordan-Haese
 Robert S Scaturato

Address

136 N 3rd Ave
 232 N 5th Ave
 43 S Madison Ave
 1300 Egg Harbor Rd, Ste #102
 26 E Oak St
 86 W Maple St
 67 E Maple Street
 19 Green Bay Rd

2021/2022 City of Sturgeon Bay Liquor Licenses

Class B Combo License (300 Seat License)

DC Fire Co, LLC (Door County Fire Company)

Agent

Kenneth B Glasheen

Address

38 S 3rd Ave

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend the Common Council approve the City's continued participation in drafting of a Hazard Mitigation Plan in order to be eligible for federal financial assistance.

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: May 6, 2021

* * * * *

Introduced by _____.

Moved by Alderperson _____, seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2021.

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



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E-mail: molejniczak@sturgeonbaywi.org
Website: www.sturgeonbaywi.org

MEMO

To: Community Protection & Service Committee
From: Marty Olejniczak, Community Development Director
Date: April 26, 2021
Subject: MOA – Hazard Mitigation Plan

Communities are required to have an adopted Hazard Mitigation Plan in order to remain eligible for federal financial assistance in the event of a disaster or calamitous event. The City of Sturgeon Bay participated in Door County's Hazard Mitigation Planning effort in 2016 and is covered under the Door County plan, which was also adopted by the Common Council.

Door County received a grant to aid in the 5-year update to the Hazard Mitigation Plan. Once again, the City is eligible to be a part of their plan rather than doing a separate plan. A draft Memorandum of Agreement regarding the City's participation is attached. This MOA is essentially the same as the one signed for the previous hazard mitigation planning effort. It ensures that municipal officials will engage in the planning tasks and assist in the preparation of the updated plan.

The Community Protection & Services Committee is requested to review the MOA and recommend its approval to the Common Council. There is no fiscal impact other than staff time to attend meetings; gather and review pertinent info; and participate in the drafting of the Plan. The completed plan, once adopted, keeps the City eligible for federal relief, if needed.

MO/cn

attachment

**MEMORANDUM OF AGREEMENT FOR A
DOOR COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

I. Purpose of this Agreement

A Memorandum of Agreement (MOA) is hereby executed between the "Jurisdictions", as listed below, for an update to the Door County Multi-Jurisdictional Hazard Mitigation Plan ("Plan").

- Door County
- City of Sturgeon Bay
- Village of Egg Harbor
- Village of Ephraim
- Village of Forestville
- Village of Sister Bay

The purpose of this MOA is to establish commitment from and outline a cooperative working relationship between all Jurisdictions listed above in the development and implementation of the Plan. In addition, the intent of this MOA is to ensure that the Plan is developed in accordance with Title 44 of the Federal Code of Regulations (CFR) Part 201.6; that the planning process is conducted in an open manner involving community stakeholders; that it is consistent with each Jurisdiction's policies, programs and authorities; and that it is an accurate reflection of the community's values.

This MOA sets out the responsibilities and work to be performed by the Jurisdictions. The Plan created as a result of this MOA will be presented for adoption to the governing body (Board of Supervisors, City Council, or Village Board) of each Jurisdiction.

II. Background of Planning Process

Door County has received a grant from the Federal Emergency Management Agency to update its Plan in accordance with 44 FEMA requirements at 44.C.F.R. § 201.6. Hazard mitigation plans form the foundation for a community's long-term strategy to reduce losses from disaster and to break the cycle of damage, reconstruction, and repeated damage. The benefits to a Jurisdiction from participating in this process may include the following:

- identifying cost effective actions for risk reduction;
- directing resources towards the greatest risks and vulnerabilities;
- building of partnerships by involving people, organizations, and businesses;
- increasing education and awareness of hazards and risk;
- aligning risk reduction with other community objectives; and
- providing eligibility to receive federal hazard mitigation grant funding.

III. County and Jurisdictional Responsibilities

Door County will act as the Lead Agency. The participating Jurisdictions authorize Door County to manage and facilitate the planning process in accordance with this MOA. The participating Jurisdictions understand that representatives of the Jurisdiction must engage in the planning process more fully described in the Local Mitigation Planning Handbook (FEMA, 2012) and the local "Hazard Mitigation Plan Development Timeline and Tasks."

IV. Planning Participants

The participants listed below are authorized on behalf of the jurisdictions to participate in the update of the Door County Hazard Mitigation Plan.

- Door County
 - Emergency Management – Director
 - Land Use Services Department – Director and Planner
- City of Sturgeon Bay – Mayor, Administrator, Director of Community Development
- Village of Egg Harbor – President, Administrator
- Village of Ephraim – President, Administrator
- Village of Forestville – President, Administrator
- Village of Sister Bay – President, Administrator

V. MOA Implementation

This MOA will be in effect from the date of signature by all parties, will remain in effect through the duration of the planning process, and will terminate after adoption of the final FEMA-approved mitigation plan by all participating jurisdictions. It may be terminated prior to that time by any Participating Jurisdiction giving 30 days' written notice. This MOA is to be implemented through the attached Hazard Mitigation Plan Development Timeline and Tasks, subject to approval by the Jurisdictions and subject to amendments/updates as the planning process progresses.

Signature: _____ Date: _____

Name and Title: _____

Municipality: _____

Hazard Mitigation Plan Development Timeline and Tasks

April 26, 2021

- A representative of each municipality shall participate in the two virtual meetings and one virtual open-house meeting described below.
- Meeting #1 (tentatively, late May): Risk assessment and explanation of jurisdictional tasks.
 - Review/approve/revise the state's hazard risk assessment (selected hazards and their rankings)
 - Identify any additional local hazards and assign rankings.
 - Explain/discuss jurisdictional tasks to be done before Meeting #2 and set due dates (see outline below).
 - Set next meeting date.
- Jurisdictional Tasks (to be completed by due dates set by attendees at Meeting #1).
 - Jurisdictional assets. Review/revise jurisdictional asset inventory handed out at Meeting #1.
 - Jurisdictional capabilities. Review/revise jurisdictional capabilities handed out at Meeting #1.
 - Review jurisdictional capabilities (existing authorities, policies, programs, and resources available to accomplish mitigation) from 2016 plan, update responses, and answer FEMA questions, as appropriate.
 - Describe jurisdictional floodplain management program and how the Jurisdiction will continue to comply with the National Flood Insurance Program (NFIP) requirements or describe why the Jurisdiction is not participating in the NFIP.
 - Jurisdictional maps. Review jurisdictional flood zone area maps handed out at Meeting #1, assign value to roads below the base flood elevation, and identify and assign value to any critical infrastructure located within flood zones.
 - Jurisdictional risk.
 - Assess jurisdictional risk and where it varies from the risks facing the entire planning area. Identify if/how risk has changed since the 2016 plan was adopted.
 - Identify changes in development since 2016 plan.
 - Jurisdictional mitigation strategies. Review the 2016 Plan's jurisdictional strategies handed out at Meeting #1. Revise the 2016 Plan's strategies and identify any additional strategies. Include information that fulfills the following federal/state requirements:
 - Identify clear, concrete, and enforceable action items that will lessen the effects of a hazard.
 - Identify grant programs, state funds, staff member time, etc. that may be of use to each action.
 - Assign a cost-benefit (high, medium, or low) for all mitigation action items.
 - Assign an expected timeframe for all mitigation strategies.

- Meeting #2 (tentatively, late July): Finalize work products.
 - Approve minutes from Meeting #1.
 - Review/approve work products from Meeting #1.
 - Review draft mitigation strategies and address any outstanding issues regarding federal/state Plan requirements.
- Open House Meeting (tentatively, September)
- Submit the draft Plan to jurisdictional committees/boards for review/comments. (October/November)
- Submit the draft Plan to jurisdictional governing body for consideration/adoption. (after FEMA/WEM conditionally approves the Plan, first-half of 2022)

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to repeal and recreate Section 3.03(3) (a) and (4) of the Municipal Code: claims against the City/payments of bills (Manual checks) adding passthrough grants to section 3.03(3)(a) and employee retirement, disability or death benefit payouts to section 3.03(4) allowing for timelier payments in regard to those payment types.

(3) [Payment of bills.] Payment of bills where the timing is such that they cannot wait to be approved and processed at the next meeting of the common council.

(a) Other than claims subject to § 893.80 Wis. Stats., payments may be made from the city treasury prior to review of by elected officials or committees for the following types of bills after the clerk audits and approves each claim as a proper charge against the treasury and endorses his/her approval on the claim: credit cards, insurance, unemployment, internet service, bond payments, bank loans, contracts, leases, agreements, security deposits, emergency purchases, utilities, cafeteria plan, transfers to other governmental units, passthrough grants, and bills where a discount may be obtained.

(4) Payment of regular wages, salaries, or employee retirement, disability, or death benefit payouts. Regular wages, salaries, or employee retirement, disability, or death benefits of city officers and employees shall be paid by payroll or through accounts payable to benefit providers, verified by the proper city official, department head, board or commission and filed with the clerk in time for payment on the regular payday.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: May 11, 2021

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2021.

EXECUTIVE SUMMARY

TITLE: Ordinance repealing and recreating Section 3.03(3)(a) and (4) of the Municipal Code: Claims against the City/payments of bills (Manual Checks)

BACKGROUND: Per section 3.03 (3) (a) of the Municipal Code, prior to paying any claims against the City the City's Finance/Purchasing and Building Committee must first certify the claims, and then present them to the Common Council for approval of payment. However, there are exceptions to the certification and approval process based on the type of claim. These claims are detailed in the Municipal Code under section 3.03 (3)(a) and (4) which are as follows.

Section 3.03, Claims against the City - *Excerpt*

(3) *[Payment of bills.]* Payment of bills where the timing is such that they cannot wait to be approved and processed at the next meeting of the common council.

(a) Other than claims subject to § 893.80 Wis. Stats., payments may be made from the city treasury prior to review of elected officials or committees for the following types of bills after the clerk audits and approves each claim as a proper charge against the treasury and endorses his/her approval on the claim: credit cards, insurance, unemployment, internet service, bond payments, bank loans, contracts, leases, agreements, security deposits, emergency purchases, utilities, cafeteria plan, transfers to other governmental units, and bills where a discount may be obtained.

Staff is asking that pass-through grants be added to the exception list. Periodically, the City receives passthrough grants, sometimes sizeable, such as the WEDC grant for SB Life is Good, in which the end recipient is due the funds and would like to receive them timelier than what City payment procedures allow. It is this type of payment that staff is asking to add to the exception list.

(4) *Payment of regular wages or salaries.* Regular wages or salaries of city officers and employees shall be paid by payroll, verified by the proper city official, department head, board or commission and filed with the clerk in time for payment on the regular payday.

Staff is asking that employee retirement, disability, or death benefit payouts be added to the exception list. For example, upon retirement, disability or death, accumulated sick leave is directed into a post-employment health reimbursement plan qualified under IRS Code 105 and 106. Qualified retirement means the employee is entitled to retirement benefits as defined by the Wisconsin Retirement Fund at the time of separation of employment. It is this type of payment that staff is asking to add to the exception list.

FISCAL IMPACT: Adding the aforementioned claim types to Section 3.03, (3) (a) and (4), of the Municipal Code has no fiscal impact to the City as the claims are legitimate and would in due time be certified for payment.

OPTIONS:

1) Add passthrough grants to section 3.03 (3) (a) of the Municipal Code and employee retirement, disability, or death benefit payouts to section 3.03 (4) of the Municipal Code allowing for timelier payments in regard to those payments.

2) Deny the request to add passthrough grants to section 3.03 (3) (a) of the Municipal Code and employee retirement, disability, or death benefit payouts to section 3.03 (4) of the Municipal Code allowing for timelier payments in regard to those payments.

Denying this request would simply mean business as usual for certification, approval and processing of passthrough grants and employee retirement, disability, or death benefit payouts

RECOMMENDATION:

Recommend to the Common Council to add passthrough grants to section 3.03 (3) (a) of the Municipal Code and employee retirement, disability, or death benefit payouts to section 3.03 (4) of the Municipal Code allowing for timelier payments in regard to those payment types.

(3) *[Payment of bills.]* Payment of bills where the timing is such that they cannot wait to be approved and processed at the next meeting of the common council.

(a) Other than claims subject to § 893.80 Wis. Stats., payments may be made from the city treasury prior to review ~~of~~ by elected officials or committees for the following types of bills after the clerk audits and approves each claim as a proper charge against the treasury and endorses his/her approval on the claim: credit cards, insurance, unemployment, internet service, bond payments, bank loans, contracts, leases, agreements, security deposits, emergency purchases, utilities, cafeteria plan, transfers to other governmental units, passthrough grants, and bills where a discount may be obtained.

(4) *Payment of regular wages, ~~or~~ salaries, or employee retirement, disability, or death benefit payouts.* Regular wages, ~~or~~ salaries, or employee retirement, disability, or death benefits of city officers and employees shall be paid by payroll or through accounts payable to benefit providers, verified by the proper city official, department head, board or commission and filed with the clerk in time for payment on the regular payday.

PREPARED BY:

Valerie J. Clarizio
Valerie J. Clarizio
Finance Director/City Treasurer

5/6/21
Date

APPROVED BY:

Josh VanLieshout
City Administrator

Date

ORDINANCE NO. _____

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

SECTION 1: Section 3.03(1)(a) and (4) of the Municipal Code of the City of Sturgeon Bay, Wisconsin is hereby repealed and recreated to read as follows:

(3) *[Payment of bills.]* Payment of bills where the timing is such that they cannot wait to be approved and processed at the next meeting of the common council.

(a) Other than claims subject to § 893.80 Wis. Stats., payments may be made from the city treasury prior to review ~~of by~~ elected officials or committees for the following types of bills after the clerk audits and approves each claim as a proper charge against the treasury and endorses his/her approval on the claim: credit cards, insurance, unemployment, internet service, bond payments, bank loans, contracts, leases, agreements, security deposits, emergency purchases, utilities, cafeteria plan, transfers to other governmental units, passthrough grants, and bills where a discount may be obtained.

(4) *Payment of regular wages, ~~or salaries,~~ or employee retirement, disability, or death benefit payouts.* Regular wages, ~~or salaries,~~ or employee retirement, disability, or death benefits of city officers and employees shall be paid by payroll or through accounts payable to benefit providers, verified by the proper city official, department head, board or commission and filed with the clerk in time for payment on the regular payday.

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

Approved:

David J. Ward, Mayor

Attest:

Stephanie L. Reinhardt, City Clerk

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the lease agreement with Cody Bolton of Sturgeon Bay Scenic Boat Tours for 75 ft. of city owned dock space located adjacent to the Door County Maritime Museum with an annual lease payment in the amount of \$6,000.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: May 11, 2021

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2021.



City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI 54235
jvanlieshout@sturgeonbaywi.org

Joshua J. Van Lieshout
City Administrator

920-746-6905 (Voice)
920-746-2905 (Fax)

Memorandum

To: Common Council
From: Josh Van Lieshout, Administrator
Re: Agenda Items
Date: May 26, 2021

Item: Consideration of Sturgeon Bay Scenic Boat Tours

Discussion: Throughout the City's recent history a number of tour boats have operated from the City's waterfront, including the Lollipop, Harbor Lady, and most recently the Chicago Fire Boat. These have been complimented by any number of charters, operating from several private marinas in and around the bay of Sturgeon Bay, as well as boat rental opportunities.

As we have learned in the absence of the Fire Boat, some people do not wish to invest in the time or expense of a sailing charter or rent a pontoon boat. Furthermore, navigating the bay of Sturgeon Bay and Green Bay can be an intimidating thing for people unaccustomed to large bodies of water. As a waterfront community with substantial market share of the Door County tourism industry, visitors, residents and guests to the community expect to be able experience the waters of Sturgeon Bay.

To fill the gap left by the departure of the Chicago Fire Boat, the has sought a new tour boat service provider. To accomplish this the City published a request for proposals or RFP on March 22, 2021, responses were due April 22, 2021, providing a site description, services available, and so forth.

A number of telephone inquiries were made to the City, however only one written response to the RFP was received from Cody Bolton. The RFP, Mr. Bolton's response and summary of the response are attached to this memo.

In short, Mr. Bolton is proposing to operate a motor vessel, capable of transporting up to 75 passengers on four trips per day between Lake Michigan and the bay of Green Bay. Mr. Bolton is proposing a lease fee \$6,000 per year.

The proposal adequately responds to the points raised in the RFP. Certainly Mr. Bolton has demonstrated success operating other similar ventures in Door County.

The draft lease agreement is premised upon the Sarter Tug agreement. special conditions concerning cooperation with Maritime Museum, waterfront festivals (antique and wooden boat show, tall ships) and bridge openings were added. This language for these points was taken from the former Fireboat lease.

Recommendation: Enter into a lease agreement for dock space for the purpose of tour boat operations.

LEASE

This Lease, Including Lakebed Sublease (this “**Lease**”) is dated effective the ___ day of _____, 2020 (the “**Effective Date**”) between CITY OF STURGEON BAY, a Wisconsin municipality (“**Lessor**”) and FISH CREEK SCENIC BOAT TOURS, LLC doing business as STURGEON BAY SCENIC BOAT TOURS and Cody Bolton., a Wisconsin limited liability corporation (“**Lessee**”). Each of Lessor and Lessee may be referred to herein as a “**Party**,” and together as the “**Parties**.”

RECITALS:

This Lease is entered into upon the basis of the following facts, understandings and intentions of the Parties:

A. Lessor has title to a parcel of real estate, described as the sheet piling waterfront dock space adjacent to the following described line: Commencing at the intersection point of the south line of Madison Avenue and a meander line as described in the Job No. 14524, plat of survey, prepared by Stephen P. Meneau, dated October 27, 1994, thence along said meander line S34°03’11”E, 158.84 feet; N45°01’12”E, 20 feet to the point of beginning; thence continuing N45°01;12”E 75 feet.

B. The Parties desire to enter into this Lease to set forth their respective rights and obligations as to the Property.

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

1. Grant of Lease. Lessor hereby leases the Property on the terms set forth in this Lease. The use of the Property is subject to the terms of this Lease.

(a) Dock Wall and Work Area. The Leased Property shall include 75 feet of dock wall described as follows:

Commencing at the intersection point of the south line of Madison Avenue and a meander line as described in the Job No. 14524, plat of survey, prepared by Stephen P. Meneau, dated October 27, 1994, thence along said meander line S34°03’11”E, 158.84 feet; N45°01’12”E, 20 feet to the point of beginning; thence continuing N45°01;12”E 75 feet.

(b) Ticketing area. The site of a ticketing area structure to be installed upon the Leased Property shall be agreed upon by Lessor and Lessee after the execution of this Lease, at which time a depiction of the structure and location will be added to this lease and shown as EXHIBIT A to this lease agreement.

(c) Upon execution, this Lease supersedes and replaces any others.

2. “AS, IS” Lease. The Leased Property is leased to Lessee “as is, where is,” with no representations or warranties. Lessee is familiar with the Leased Property and, in entering into this Lease, is not relying on any information provided or that could be provided by Lessor regarding the nature or condition of the Leased Property.

3. Lessor Improvements. No later than 12 months after the commencement of this Lease, Lessor, at its expense, shall have completed the improvements identified as a part of the West Waterfront Promenade Project, serving the Leased Property. The type of improvements may include, electrical lines; utility pedestals for electric service; asphalt and concrete paving, landscaping and other miscellaneous site improvements. Lessor has sole control over the nature, location and means and methods of constructing the Lessor Improvements.

4. Non-Exclusive Lease. With the exception of the Dockage Rights and any structures Lessor may allow Lessee to maintain on the Leased Property, the Leased Property is leased to Lessee on a non-exclusive basis. Without limitation, Lessor will be constructing and maintaining a walking and biking path, public promenade and other public amenities running parallel to the shoreline with the boundaries of the Leased Property (the “**Path**”). Lessor shall be responsible for all costs and maintenance and upkeep of the Path.

5. Use. The Leased Property shall be used by Lessee only for the following activities:

(a) The mooring of on tour boat owned or leased by Lessee. Other vessels, including but not limited to recreational boats, barges, commercial fishing vessels, charter fishing boats, ferries, and freighters shall not be moored to the leased dock wall except by written permission from the Lessor. The moored tour baots shall not extend beyond the limits of the leased dock wall described in paragraph 1(a), but mooring lines may extend to the nearest bollard beyond those limits, if necessary to safely secure the vessels to the dock wall.

(b) Minor maintenance of vessels, provided that all equipment and materials needed to do the work is performed and stored on the vessel. No dry-dock type work shall be performed at the site and no vessel shall be placed upon the shore. Any maintenance of vessels that is beyond the nature of routine preventative maintenance shall require prior written approval of the Sturgeon Bay Harbor Master. Minor maintenance can be categorized as washing, sweeping, general cleaning, touch up painting, routine maintenance of equipment, propulsion, and electronics. It is not system repairs, grinding, chipping, blasting, welding, etc.

(c) Storage of equipment and materials used in the ordinary course of Lessee’s tour boat operation shall be kept on the tour boat or offsite.

Lessee’s use of the Leased Property shall comply with all applicable federal, state, and local statutes, laws, regulations and codes, including, without limitation, all environmental laws. Lessee shall not interfere with the use of the Leased Property by any persons who are allowed to use the same, including, without limitation, (i) members of the public using the Path and (ii) Lessor and its agents and contractors in the construction and maintenance of the Path.

6. Fueling and Servicing of Vessels. Between the hours of 10:00 AM and 9:00 PM during the months of May through October, Lessee shall not fuel or perform other servicing activities that require fuel trucks, septic trucks or similar commercial vehicles entering the Leased Property. All connections must have means of drip/spill containment place beneath them. Any spill must be reported to the Director of Municipal Services within 12 hours and the U. S. Coast Guard if required. The cleaning of any spill or leak from lessee's fueling or other servicing activities performed on the Leased Property or adjacent areas is the responsibility of the Lessee.

7. Parking. Lessee may use the public parking lot adjacent to the Madison Avenue. At no time will Lessee, Lessee's employees, vendors or contractors be allowed to park on the Path.

8. Access. Lessor shall provide to Lessee Path access from an adjoining City parking lot to the Leased Property. The location, width, and construction material of the access driveway shall be at the discretion of the Lessor, but shall be sufficient to allow safe ingress and egress of the vehicles typically used in the servicing supplying fuel or holding tank services (such as fuel trucks and septic tank trucks). The location, width and construction material of the Path may be altered by the Lessor, provided continual access to the Leased Property is maintained, except during any periods of construction or maintenance of such Path.

9. Cooperation. Lessee shall cooperate with Door County Maritime Museum in all regards as to the use of the leased premises including but not limited to parking, ticketing, refuse, utilities, toilets, wireless internet service.

10. Events. Lessee shall remove its vessel during Maritime Festival Events. This shall include reasonable periods before and after festival events to accommodate festival set up and coordination. Current festivals include: Door County Maritime and Wooden Boat Festival and Tall Ships Festival.

11. Bridge Openings. Lessee understands that frequent unscheduled bridge openings is disruptive to local highway traffic Lessee agrees to arrange tour boat arrival and departure times with regular bridge openings and shall require no more than two unscheduled bridge openings per day between Memorial Day and Labor day, an no unscheduled bridge openings at any other time.

12. Signs. The Lessee may erect/install one sign identification sign near Madison Avenue driveway entrance to the public parking lot. The sign shall be subject to Sturgeon Bay Sign Code and shall not exceed 12 square feet. The lessee may also erect/install operational and security signs within the Leased Property provided such signs do not exceed 2 square feet and are subject to approval of the Lessor.

13. Term. The Term of this Lease shall commence on June 1, 2021 and shall continue until midnight on December 31, 2025 (the "**Term**"), provided, however, that, if neither Lessor nor Lessee has given notice of an intention to terminate this Lease within 120 days of the scheduled termination date and Lessee is then and until the scheduled termination date in strict compliance with the terms of this Lease, the Term shall automatically extended for successive one year renewal terms. Reference to the "**Term**" shall include the renewal term, unless the context indicates otherwise.

14. Rent. The rent for the Leased Property shall consist of Base Rent, as defined below, and amortization of the Lessor Improvements.

(a) Base Rent. Lessee shall pay to Lessor when and as due annual base rent in the amount of \$6,000 plus any applicable sales tax (“**Base Rent**”), payable in advance in semi-annual installments, the first such installment, prorated as appropriate, due upon the execution of this Lease and subsequent installments due on or before July 1 and January 1 of each year. Each year, the Base Rent shall be subject to increase, based on any increase in the *Consumer Price Index for Urban Wage Earners and Clerical Workers* (CPI-W) issued by the Bureau of Labor Statistics (or successor thereto) (“**CPI**”) measured as of September 30 of the preceding year. For example, Base Rent payments due July 1, 2021 and January 1, 2022, will be increased by the same percentage as the percentage increase in the in CPI as of June 1, 2021 measured against the CPI as of September 30, 2020. Base Rent shall remain unchanged in the event of a percentage decrease in the CPI. All payments of Base Rent shall be due and payable absolutely, without offset, counterclaim, recoupment or other charge.

15. Taxes. Lessee shall pay when and as due all real estate, personal property and other taxes assessed against the Leased Property, Lessee’s personal property and Lessee’s income as well as all assessments levied against the Leased Property. To the extent the Leased Property constitutes only a part of property having a single tax parcel, Lessee shall pay a prorated share of all real estate based on the relation of the square footage the land constituting the Leased Property bears to the square footage of the land constituting the entire tax parcel property, plus the full tax assessed on the improvements upon the Leased Property. Lessee shall not be deemed to be in violation of this paragraph if Lessee fails to pay a tax when and as due, as long as such failure is based on a bona fide dispute over such tax, Lessee promptly and diligently pursues resolution of the dispute and Lessee has deposited with Lessor either a sum equal to 150% of the amount of the tax claimed due or security satisfactory to Lessor in Lessor’s sole discretion.

16. Utilities. Lessee shall pay when and as due all charges for utilities, including, but not limited to, fuel, electricity, telephone, cable, water, sewerage and gas used upon or serving the Leased Property. All utilities shall be maintained in the name of Lessee. Upon request of Lessor, Lessee shall promptly provide Lessor with proof of payment of utility charges.

17. Maintenance. Lessee shall maintain in good condition and repair, or replace as necessary, the Leased Property and the improvements thereon and shall reimburse Lessor for all repairs thereto that are made necessary as a result of Lessee’s failure to do so and any misuse or neglect by Lessee or any of its employees, contractors, agents, customers or guests. Lessor may periodically inspect the Leased Property as Lessor determines appropriate. If Lessee fails to perform any maintenance or repair within 30 days after written notice from Lessor, Lessor may perform such maintenance or repair and invoice Lessee for the cost thereof plus 10% of such cost. The cost of such maintenance shall be payable by Lessee as additional Rent. Lessee shall provide Lessor and its contractors with such access to the Leased Property as is required in connection with the maintenance of the Leased Property. Lessee shall not do any remodeling, maintenance or mechanical repairs (other than minor mechanical repairs handled by service calls) without first notifying Lessor that such work will need to be done, and obtaining Lessor’s approval to the contractors Lessee proposes to do such work, provided. When the work is completed, Lessee shall

notify Lessor of its completion. Lessor may inspect the work for compliance with any applicable codes, or require Lessee to have the work inspected. Lessee shall not allow any lien to attach to the Leased Property.

18. Alterations. Lessee shall not make any alterations to the Leased Property without the consent of Lessor, which may be withheld in Lessor's reasonable discretion. Any alterations that are approved by Lessor shall be performed by contractors who have been preapproved by Lessor and who, before commencement of any work upon the Leased Property, shall have provided Lessor with adequate proof of general liability, professional liability and worker compensation insurance in amounts satisfactory to Lessor, in Lessor's discretion, which shall name Lessee and Lessor as additional insureds. All alterations shall be made to industry standards and shall comply with all applicable laws, codes and regulations. All alterations made by Lessee shall become the property of Lessor upon the termination of this Lease, unless Lessor elects not to accept the same, in which case, they shall be removed or otherwise handled as set forth in paragraph 23 below.

19. Insurance. During the Term, Lessee shall keep in full force and effect, at its expense: (a) a policy of commercial general liability insurance covering the Leased Property and the building, with a combined single limit of not less than \$2,000,000; and (b) an all-risk/special cause of loss insurance policy insuring the Lessee's fixtures, equipment, furniture and other items of personal property of Lessee located on or within the Leased Property, in an amount not less than their full replacement cost, together with business interruption insurance, and worker compensation insurance in amounts as required by statute. All policies of liability and casualty insurance to be carried by Lessee shall name Lessor as additional insured parties and shall be in form and substance reasonably satisfactory to Lessor. A copy of the paid-up policies evidencing such insurance or certificates of insurers certifying to the issuance of such policies shall be delivered to Lessor prior to the Commencement Date and upon renewals not fewer than 30 days prior to the expiration of such coverage.

20. Indemnification of Lessor.

(a) Lessee shall indemnify, save, hold harmless, and defend Lessor and its directors, officers, employees, agents, insurers and attorneys and their respective successors and assigns (each a "**Lessor Indemnified Party**" and, cumulatively, the "**Lessor Indemnified Parties**") for any loss, injury, death, or damage to persons or property occurring or caused by any act, omission, negligence, or intentional misconduct of Lessee relating to the use or occupancy of the Leased Property or presence upon the Leased Property of Lessee or any occupant, subtenant, visitor, contractor, consultant or user of any portion of the Leased Property at the request of or with the permission of Lessee (except to the extent caused by the breach of this Lease, negligence or intentional misconduct of Lessor or its employees, invitees, agents or subcontractors) and Lessee shall indemnify, hold harmless and defend the Lessor Indemnified Parties against all claims, liability, loss, damage or expense whatsoever (including reasonable attorneys' fees) on account of any such loss, injury, death, or damage. This indemnification shall survive the expiration or earlier termination of this Lease as provided in this Lease.

(b) Lessor shall indemnify, save, hold harmless, and defend Lessee and its directors, officers, employees, agents, insurers and attorneys and their respective successors and assigns (each a “**Lessee Indemnified Party**” and, cumulatively, the “**Lessee Indemnified Parties**”) for any loss, injury, death, or damage to persons or property occurring or caused by any act, omission, negligence, or intentional misconduct of Lessor or any employee of Lessor or other party retained by Lessor to perform work upon or make improvements to the Leased Property.

(c) Hazardous Materials Indemnification. Lessee shall abide by all Environmental Laws regarding its use of Hazardous Materials on the Leased Property and any ways of access to the Leased Property by Lessee or anyone upon the Leased Property at the request of Lessee and shall indemnify, save, hold harmless, and defend the Lessor Indemnified Parties for all such use of Hazardous Materials.

(d) Indemnification Procedures.

(i) In the case of claims made by a third party (a “Third Party Claim”) with respect to which indemnification is sought, the Lessor Indemnified Party or Lessee Indemnified Party, as applicable, whether one or more, shall give prompt notice to Lessee or Lessor, as applicable, of any such Third Party Claim made upon it. If the Lessor Indemnified Party or Lessee Indemnified Party, as applicable, fails to give such notice, such failure shall not preclude the Lessor Indemnified Party or Lessee Indemnified Party, as applicable, from obtaining such indemnification but its right to indemnification may be reduced to the extent such delay materially prejudiced the defense of the Third Party Claim or increased the amount of liability or cost of defense.

(ii) Assumption of Defense. Unless (i) Lessor or Lessee, as applicable, is also a party to such Third Party Claim and the Lessor Indemnified Party or Lessee Indemnified Party, as applicable, determines that joint representation would be inappropriate, or (ii) the Lessee or Lessor, as applicable, fails to provide reasonable assurance to the Lessor Indemnified Party or Lessee Indemnified Party, as applicable, of Lessee’s or Lessor’s, as applicable, financial capacity, Lessee or Lessor, as applicable, shall defend such Third Party Claim and provide indemnification with respect to such Third Party Claim), by notice to the Lessor Indemnified Party or Lessee Indemnified Party, as applicable, given not later than ten (10) days after receipt of the notice to assume the control of the defense, compromise or settlement of the Third Party Claim, provided that such assumption shall, by its terms, be without cost to the Lessor Indemnified Party or Lessee Indemnified Party, as applicable, and provided Lessee or Lessor, as applicable, acknowledges in writing its obligation to (i) not settle any Third Party Claim where such settlement of the Third Party Claim would have a material adverse effect on the Lessor Indemnified Party or Lessee Indemnified Party, as applicable, without the prior written consent of the Lessor Indemnified Party or Lessee Indemnified Party, as applicable, which consent shall not be unreasonably withheld and (ii) indemnify the Lessor Indemnified Party or Lessee Indemnified Party, as applicable, in accordance with the terms contained in this section in respect of the Third Party Claim.

(iii) Pursuit of Defense/Cooperation/Legal Fees. Upon the assumption of control of any Third Party Claim by Lessee or Lessor, as applicable, as set out in subsection (ii) immediately above, Lessee or Lessor, as applicable, shall diligently proceed with the defense,

compromise or settlement of the Third Party Claim at its sole expense, including if necessary, employment of counsel reasonably satisfactory to the Lessor Indemnified Party or Lessee Indemnified Party, as applicable, and, in connection therewith, the Lessor Indemnified Party or Lessee Indemnified Party, as applicable, shall cooperate fully, but at the expense of Lessee or Lessor, as applicable, with respect to any out-of-pocket expenses incurred, to make available to the Lessor Indemnified Party or Lessee Indemnified Party, as applicable, all pertinent information and witnesses under the Lessor Indemnified Party's or Lessee Indemnified Party's, as applicable, control, make such assignments and take such other steps as in the opinion of counsel for Lessee or Lessor, as applicable, are reasonably necessary to enable Lessee or Lessor Indemnified Party, as applicable, to conduct such defense. The Lessor Indemnified Party or Lessee Indemnified Party, as applicable, shall also have the right to participate in the negotiation, settlement or defense of any Third Party Claim at its own expense. The Lessor Indemnified Party or Lessee Indemnified Party, as applicable, shall not settle any Third Party Claim without the prior written consent of Lessee or Lessor, as applicable,, such consent not to be unreasonably withheld.

(iv) Failure of Indemnifying Party to Assume Defense. If Lessee or Lessor, as applicable, does not assume control of a Third Party Claim as permitted in subsection (ii) above, the Lessor Indemnified Party or Lessee Indemnified Party, as applicable, shall be entitled to make such settlement of the Third Party Claim as in its sole discretion may appear advisable, and such settlement or any other final determination of the Third Party Claim shall be binding upon Lessee.

21. Destruction of or Damage to Leased Property. Unless caused by or resulting from events of nature (including but not limited to rainstorms, floods, lightning, fire or tornadoes), rioting, vandalism, or looting by third parties; war; or acts of state or governmental action prohibiting or impeding Lessor from performing its obligations hereunder or using the Leased Property for its intended purpose, the damage or destruction or partial damage or destruction of the Leased Property shall not release Lessee from any obligation hereunder. In case of such non-excluded damage or destruction, Lessee, at its sole cost and expense, shall promptly repair and restore the same to a condition as good or better than as existed prior to such damage or destruction. If such repair and replacement is not commenced and diligently pursued, then Lessee, at Lessor's election and in each case at Lessee's sole cost and expense, in the case of a failure to commence repairs, within 45 days of the date of such damage or destruction, and, in the case of failure to complete repairs, within 90 days of such damage or destruction, shall raze all damaged or destroyed improvements on the Leased Property and remove all debris from the Leased Property associated with such damage or destruction.

22. Prohibition of Involuntary Assignment. Neither this Lease nor the leasehold estate of Lessee nor any interest of Lessee hereunder in the Leased Property or in any improvements thereon shall be subject to involuntary assignment, transfer, or sale or to assignment, transfer, or sale by operation of law in any manner whatsoever, and any such attempt at involuntary assignment, transfer, or sale shall be void and, at the option of Lessor, shall terminate this Lease.

23. Events of Default.

(a) General Events of Default. If Lessee is in default in performing any of the terms and provisions of this Lease, Lessor shall give Lessee written notice of such default, and if Lessee fails to cure: (i) a monetary default within 10 days after Lessee's receipt of notice of default;

or (ii) a non-monetary default within 60 days after Lessee's receipt of notice of default, then and in any such event, without further notice or demand, Lessor may exercise all remedies afforded Lessor in this Lease. The foregoing notwithstanding:

(i) If Lessee's failure to perform a non-monetary obligation hereunder cannot reasonably be cured within the 60 days, Lessee shall have a reasonable additional time to cure, provided Lessee has commenced cure no later than 30 days after Lessor's notice of default and diligently pursues cure thereafter and cures within a total period, including the initial 60 days, of 120 days;

(ii) If the condition giving rise to the default threatens immediate or imminent harm to persons or property, as determined by Lessor in its discretion, Lessee shall immediately take action to prevent such harm and, in the absence of Lessee doing so, Lessor may take such actions and may charge to Lessee all expenses incurred by Lessor in taking such actions, which charges shall be due and payable by Lessee to Lessor no later than 10 days from Lessor's demand.

(b) Specific Events of Default. The following events shall also constitute Events of Default by Lessee under this Lease:

(i) Insolvency. Lessee admits in writing an inability to pay its obligations as they become due or becomes the subject of an involuntary insolvency proceeding, including, without limitation, a bankruptcy filing, an assignment for the benefit of creditors or a supplemental receivership that is not dismissed within 90 days of the date of its filing.

(ii) Judgments and Liens. A judgment is entered or award made against Lessee for an amount exceeding \$50,000 that is not satisfied or for which bond is not posted within 60 days of entry thereof; execution is levied against the Leased Property or Lessee's property,; or the Leased Property or any other property of Lessee becomes subject to an involuntary lien that is not discharged within 60 days of filing.

(iii) Abandonment of Leased Property. Lessee abandons the Leased Property. Abandonment shall be defined as a failure to continue active operations on the Leased Property for 60 consecutive days or for 120 days in any one twelve-month period.

21. Remedies. If a default occurs which is not cured within the applicable cure period, then Lessor shall have the rights and remedies set forth below, which shall be distinct, separate, and cumulative and shall not operate to exclude or deprive a party of any other right or remedy allowed it at law or in equity:

(a) Termination of Lease. Lessor may terminate this Lease by giving to Lessee written notice of its election to do so, in which event the Term of this Lease shall end, and all right, title and interest of this Lessee shall expire, on the date stated in such notice. In the event of the termination of this Lease by Lessor for a Lessee Event of Default, Lessor shall be entitled to recover from Lessee all of the fixed dollar amounts of Rent accrued and unpaid for the period up to and including such termination date, as well as all other additional sums payable by Lessee, or for which Lessee is liable or in respect of which Lessee has agreed to indemnify Lessor under any of the provisions of this Lease, which may be then owing and unpaid. Termination shall not affect

Lessee's indemnity obligations for any claims attributable to Lessee's acts, omissions or breach of this Lease occurring before the date of termination.

(b) Termination of Right of Possession. If Lessor terminates the right of Lessee to possession of the Leased Property without terminating this Lease, as provided above, then Lessor may recover from Lessee all the fixed dollar amounts of Rent accrued and unpaid for the period up to and including such termination date, plus all rents that were scheduled to be paid by Lessee through the end of the Term, accelerated to the date of termination of the right of possession, as well as all other additional sums payable by Lessee, or for which Lessee is liable or in respect of which Lessee has agreed to indemnify Lessor under any of the provisions of this Lease, which may be then owing and unpaid.

(c) Suit. Lessor may enforce the provisions of this Lease and may enforce and protect its rights hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, and for the enforcement of any other appropriate legal or equitable remedy, recovery of all money due or to become due from the other party under any of the provisions of this Lease and recovery of all direct damages incurred by reason of the Event of Default.

(d) Rights Cumulative. Except as otherwise expressly provided herein, the rights and remedies granted herein to Lessor shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights reserved to Lessor under the provisions of this Lease or by law.

(e) Attorney Fees. In any legal dispute regarding the negotiation, interpretation or enforcement of this Lease, if Lessor prevails, it shall be entitled to collect from the Lessee the reasonable attorney fees and costs incurred by Lessee relating to such proceeding. In any such proceeding, Lessor shall request a specific finding from the court as to which of the Parties is the prevailing Party.

(f) Lessor's Right to Cure. At any time following the occurrence of an Event of Default and upon not less than 30 days written notice to Lessee, Lessor may cure any default by Lessee under this Lease. Whenever Lessor so elects, all costs and expenses, including reasonable attorneys' fees, incurred by Lessor in curing the default, together with interest thereon at an annual rate of 12% from the date of such payment, shall be payable as additional rent to Lessor on demand.

24. Surrender and Holding Over. On the last day of the Term of this Lease or upon any earlier termination of this Lease for any reason, Lessee shall surrender and deliver up the Leased Property, without delay and in good order, condition, and repair, free and clear of all occupancies and free and clear of all liens and encumbrances. Unless Lessor agrees otherwise, none of Lessee's personal property shall be and remain the Leased Property. If Lessee remains in possession after the expiration of the Term without a written agreement with Lessor, Lessee shall be a tenant at sufferance and liable to pay rent to Lessor in the amount of \$250.00 per day until Lessee has removed all of Lessee's property from the Leased Property, and there shall be no renewal of this Lease by operation of law.

25. Property Left on the Leased Property. If Lessee leaves any personal property, upon the Leased Property after the termination of this Lease and fails to remove the same within 30 days after the termination date, Lessor may deem such property abandoned by Lessee and either retain all or part of it or disposing of all or part of it, as Lessor deems appropriate, in its sole discretion and charge Lessee all costs incurred by Lessor for the storage, preparation for disposition and disposition of any such property.

26. Assignment. Lessee shall not assign or otherwise transfer its interest in this Lease without Lessor's prior, written consent, which may be withheld by Lessor in its sole discretion. In the event of any assignment or transfer, (i) Lessee shall remain liable for the performance of all the terms and conditions of this Lease that arose prior to the date of assignment or transfer, and (ii) no assignment or transfer shall be valid unless the assignee expressly assumes and agrees to perform, from and after the date of assignment or transfer, every covenant of this Lease that, by its terms, Lessee has agreed to keep and perform. No acceptance by Lessor of any performance to be done by Lessee from any person, firm, or corporation other than Lessee, shall discharge Lessee (except to the extent of the performance and payments so accepted by Lessor) from liability to perform any of the terms, covenants, conditions, and agreements set forth in this Lease.

27. Merger. In no event shall the leasehold estate or rights of Lessee hereunder merge with any interest, estate, or rights of Lessor in or to the Leased Property, such leasehold estate and rights of Lessee hereunder being distinct from Lessor's interest, estate, and rights in or to the Leased Property, notwithstanding that any such interests, estates, or rights shall at any time or times be held by or vested in the same person, corporation, or other entity.

28. Miscellaneous.

(a) Notices. Notices or other communication hereunder shall be in writing and shall be sent by certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery at the respective addresses set forth below. Notice shall be deemed given upon receipt or refusal to accept delivery. The addresses below shall be presumed correct until a party sends notice according to the terms of this paragraph of a different address. Addresses are as follows:

If to Lessor: City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI 54235
Attn: Clerk

If to Lessee: Fish Creek Scenic Tours, LLC
2301 Flintridge Road
Sister Bay, Wisconsin 54234

(b) Entire Agreement. This Lease contains the complete understanding of the parties hereto with respect to all matters referred to herein, all prior representations, negotiations, and understandings being superseded by this Lease, provided, however, the terms of the Lakebed Lease are incorporated into this Lease to extent the same are referred to herein. To the extent the

terms of the Lakebed Lease are more restrictive as to Lessee's responsibilities regarding the Leased Property, the more restrictive provisions shall govern. Otherwise, this Lease shall govern.

(c) Interpretation. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either Lessor or Lessee. Without limitation, any ambiguity in this Lease shall not be construed against the drafter, both Lessor and Lessee having materially participated in the negotiation and drafting of this Lease.

(d) Parties Bound. This Lease shall be binding on and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

(e) No Waiver. No waiver of any default of any obligation by either party shall be implied from any omission by the other party to take any action with respect to such default. To be enforceable, a waiver must be in writing, signed by an authorized representative of waiving party and indicating with specificity the provisions of this Lease being waived. No waiver of a present default shall constitute a waiver of any other default present or in the future, nor shall any such waiver constitute a waiver of the same default in the future, unless the waiver explicitly indicates as such.

(f) No Agency. Nothing in this Lease shall be deemed or construed to create the relationship of principal and agent or of limited or general partners or of joint ventures or of any other association between Lessor and Lessee.

(g) Severability. Each provision of this Lease and the application thereof to the Leased Property are hereby declared to be independent of and severable from the remainder of this Lease. If any provision contained herein is held to be invalid or to be unenforceable, such holding shall not affect the validity or enforceability of the remainder of this Lease, unless the determination of illegality would deprive either of the parties of the material benefits of this Lease.

(h) Governing Law. The laws of the State of Wisconsin shall govern the interpretation, validity, performance, and enforcement of this Lease.

(i) Exclusive Venue. Any legal proceeding involving the interpretation or enforcement of this Lease shall be venued exclusively in the circuit court for Door County, the Parties waiving the right to have any such proceeding held in any other venue. Any action brought in any venue other than the exclusive venue shall be dismissed or the venue changed at the expense of the Party that filed in such other venue.

(j) Recitals and Exhibits. The Recitals set forth above, and exhibits attached hereto, are incorporated and made a part of this Lease.

(k) Authority. The parties represent and warrant to each other that the persons signing the Party's behalf below have been duly authorized by all necessary action to execute and deliver this Lease and to bind that Party to its terms.

(l) Counterparts and Copies. This Lease may be signed in counterparts. Copies of this Lease shall have the same effect as originals, the best evidence rule not applying to this Lease.

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

**LESSOR:
CITY OF STURGEON BAY**

By: _____
David J. Ward, Mayor

By: _____
Stephanie Reinhardt, Clerk

STATE OF WISCONSIN :
 : SS.
COUNTY OF DOOR :

Personally came before me this ____ day of _____, 2021, the above-named David Ward, the mayor of the City of Sturgeon Bay, to me known to be the mayor of that city and the person who executed the foregoing instrument and acknowledged the same as to the act of that city by its authority.

* _____
Notary Public, State of Wisconsin
My Commission: _____

STATE OF WISCONSIN :
 : SS.
COUNTY OF DOOR :

Personally came before me this ____ day of _____, 2021, 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: _____

LESSEE:
FISH CREEK SCENIC BOAT TOURS, LLC

By: _____
Cody Bolton

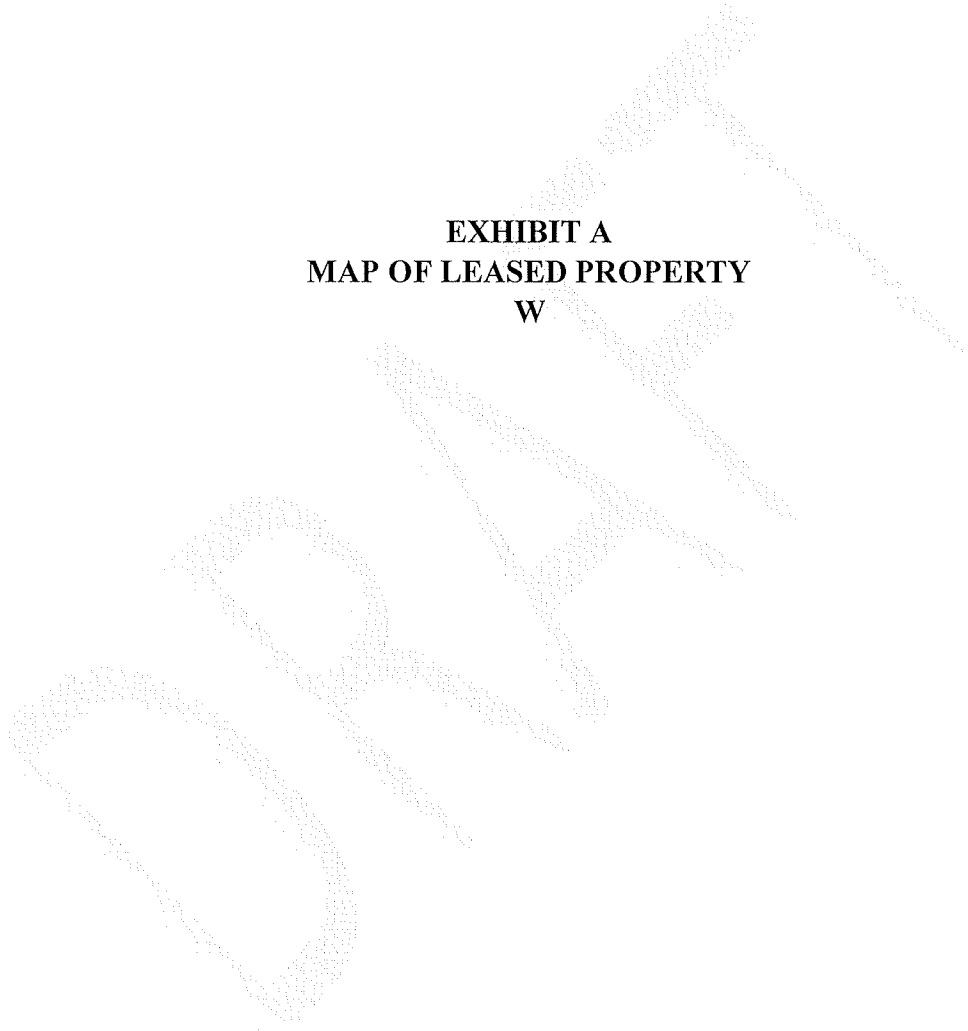
STATE OF WISCONSIN :
: SS.
COUNTY OF DOOR :

Personally came before me this ___ day of _____, 2020, the above-named Julie Sarter, the president of the Sarter Marine Towing Company, Inc., a Wisconsin 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
MAP OF LEASED PROPERTY
W



SUMMARY of Response to RFP for Tour Boat

Cody Bolton, President Fish Creek Scenic Boat Tours, LLC 2301 Flintridge Road
 Sturgeon Bay Scenic Boat Tou www.DoorCountyBoats.com Sister Bay, WI 54234
www.DoorCountyBoats.com info@doorcountyboats.com 414-852-9582
 codybolton@gmail.com

Requirement	Included in Response	Missing from Response	Notes
1. Description of qualifications / experience in providing tour boat service	<ul style="list-style-type: none"> • Cody Bolton: Master Merchant Mariner as of 2007; licenses for 100-ton inland & 50-ton near coastal with commercial towing endorsement; holds Transportation Worker Identification Credential (TWIC), Marine Radio Operator's Permit, & First Aid and CPR certificate. • Operates Quo Vadis (53') since 2013 and Norra Dorr (63') since 2017. • Owns Quo Vadis and Fish Creek Scenic Boat Tours • Manages Sister Bay Scenic Boat Tours. • Current Businesses well described in proposal with no. of passenger in 2020 reported monthly. • Currently employs 7 part-time captains, 8 part-time crew, 5 part-time musicians, 4 part-time employees. • Employees have "special licensing" (provided on request) and take part in mandatory substance program. 	<ul style="list-style-type: none"> • Experience level of employees • No mention of bankruptcy notices/filings (past 5 yrs.) or legal actions (past 3 yrs.). 	
2. Business plan to include routes, description of services	<ul style="list-style-type: none"> • Office opens at 9am and closes after departure of sunset cruise 7 days/wk. from mid-May (2022) through mid-October, based on weather. • Trip times: 11am, 1pm, 3pm, 7pm. • Routes: To encompass Sturgeon Bay canal and its offerings, also outreaching areas on Bay of Green Bay and Lake Michigan. • Plan 3-4 trips/day plus specialty private charters and fireworks trips. • Plan to offer nightly live music, brunch cruises, accommodate Maritime Museum Lighthouse events and bus tour business, wedding and receptions, specialty private charters, 4th of July fireworks cruise, onboard beverage service, catered dinner cruises. • Location Maintenance: Staff will be responsible for the basic maintenance and cleaning of the lease property. • Trash/recycling collection and disposal: Will be solely responsible for the removal from the property and 	<ul style="list-style-type: none"> • Plan for environmentally friendly methods of operations, cleaning, & activities. Proposal states "SBSBT will operate in an effective and environmentally conscious manner". 	

	<p>disposal of trash and recyclables, and maintenance chemicals (engine oil, filters, etc.).</p> <ul style="list-style-type: none"> • Fee Schedule: 1.5 hr. tours with narration or live music <ul style="list-style-type: none"> ○ \$39/adults ○ \$36/seniors ○ \$5/kids aged 12 and under ○ Offer coupons and group rates • Revenue/expenditure reporting: <ul style="list-style-type: none"> ○ "State of the Art" booking software ○ Uses outside CPA for bookkeeping • Will carry \$1,000,000 insurance policy with City of Sturgeon Bay named as additionally insured. 		
<p>3. Photos / Descriptive Literature</p>	<ul style="list-style-type: none"> • 75 passenger commercial vessel, See Appendix A for photos of similar boats. • Can load passengers from either side • "...clean, safe and 100% certified and approved by the USCG. • Safety: pre-cruise safety instruction, USCG inspected vessel (documentation on request), proper licensing and substance program for employees, towing and mechanical assistance available for breakdowns and accidents by licensed professional seamen. 	<ul style="list-style-type: none"> • Size and dimensions • Drawings/schematics depicting design/construction with height from waterline • Information regarding safety (detailed) and sanitation. 	
<p>4. Tenant Improvements</p>	<ul style="list-style-type: none"> • Request permission to construct small ticket office at the dock. See Appendix D. • Wish to offer handicap access, may need to "retrofit to accomplish this". 		
<p>5. Compensation</p>	<p>\$6,000/yr. with deduction of \$1,800 (1.5mo.) for late start in 2021 = \$4,200 for 2021</p>		
<p>6. Re: COVID-19</p>	<ul style="list-style-type: none"> • Outdoor, open air activity • Full-time boat cleaner on staff • Will follow CDC guidelines • Space on board to socially distance • Masks on request 		
<p>7. Relevant Projects</p>	<ul style="list-style-type: none"> • 10 years operating Fish Creek Scenic Boat Tours • 4 years operate Sister Bay Scenic Boat Tours 		
<p>8. References</p>	<p>3 Business/ Financial, 3 Client provided</p>		

Sturgeon Bay Scenic Boat Tours

(In response to Sturgeon Bay RFP)

Submitted April 12, 2021

Cody Bolton, President

Sturgeon Bay Scenic Boat Tours

www.DoorCountyBoats.com

Fish Creek Scenic Boat Tours LLC

www.DoorCountyBoats.com

info@doorcountyboats.com

2301 Flintridge Rd

Sister Bay, WI 54234

414-852-9582

codybolton@gmail.com

Sturgeon Bay Scenic Boat Tours

Proposal to the City of Sturgeon Bay regarding a new boat tour business in Sturgeon Bay involving one powered tour boat. The following comprehensive business plan has been provided as part of the proposal and shall encompass all proposal information. Facts relating directly to selection criteria have been marked throughout the proposal with an "*" along with the corresponding selection criteria number as follows:

- 1) Qualifications & Experience
- 2) Business Operations
- 3) Photos & Descriptive Literature
- 4) Tenant Improvements
- 5) Proposed Compensation
- 6) Covid-19
- 7) Examples of relevant operations
- 8) References

Any information requiring further explanation can be discussed upon request to Cody Bolton. Any ideas or solutions presented in the following proposal are negotiable between Cody Bolton and the City of Sturgeon Bay.

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Executive Summary

Introduction

The following proposal encompasses slip space within the City of Sturgeon Bay being offered and considered by the City. Let me start out by saying how grateful I am for the opportunity to operate a boat tour business within the City of Sturgeon Bay.

*2 Sturgeon Bay Scenic Boat Tours (division of Fish Creek Scenic Boat Tours LLC) is a private company formed to offer captained excursions for guests and residents of Door County. Sturgeon Bay Scenic Boat Tours brings a 75 passenger commercial vessel in, in excellent condition. **See appendix A for similar style vessels** This boat can load passengers from either side. It would generally take approximately 10 minutes to load or 10 minutes to unload a full boat. Total available seats equals 75 times 3-4 trips per day is a potential for 300 people + a fireworks trip of approximately an additional 75 people. This business will model itself after Fish Creek Scenic Boat Tours and Sister Bay Scenic Boat Tours, where we offer daily 1 hour & 45 minute excursions departing and returning out of Fish Creek and Sister Bay on the waters of Green Bay. Employees working onboard the tour boat have special licensing and take part in a mandatory substance program. Any licensing or paperwork can be provided upon request from the ship's log.

The Company

Sturgeon Bay Scenic Boat Tours (SBSBT) is a division of Fish Creek Scenic Boat Tours, LLC created and legally organized as a Wisconsin Limited Liability Company in 2019. This is our 10th year operating in Fish Creek. Cody Bolton is the principal investor and operator and is responsible for all watercraft acquisitions, maritime operations and company decisions. Sturgeon Bay Scenic Boat Tours would operate from the dock directly to the West of the Door County Maritime Museum. The company would request permission to construct a small ticket office that would serve as the main office for customer transactions with SBSBT. This ticket office would resemble the one's located at the Fish Creek Town west dock and the Sister Bay Marina. **See appendix D**

Services

The boat tour business includes 3-4 daily trips departing and returning to the designated dock, plus specialty private charters. A narration is accompanied on the daytime trips discussing the history and scenery of what a passenger will see while on board. The evening cruise is a live music accompaniment to the sunset. We will open our office at

9am and close after the sunset boat departs every day of the week. We intend to open in mid May (post 2021 season) depending on weather and close mid to late October based on weather. We take reservations year-round online. Otherwise, you may call or email, which will be answered during office hours. Sturgeon Bay Scenic Boat Tours offers families, groups and couples a relaxing atmosphere to sit back, relax, and let someone else do the driving. This is a comprehensive, full-service business with goals to meet and exceed each client's expectations of safe and relaxing entertainment from the waters of Door County.

The Market

Sturgeon Bay is a thriving tourism community in Door County offering many attractions to tourists as well as residents. One of the main highlights of Door County has been the geographical fact that it is surrounded by water. The views and experience from the water have contributed to the ultimate growth and success of Door County as a tourism destination. The high cost of boat ownership has also forced many to find alternative methods to enjoy the beautiful waters of Door County. The simplest alternative method of boating without the hardships of ownership is rentals and tours.

There are currently three ports in Door County offering large boat tours. Gills Rock, Sister Bay and Fish Creek. Gills Rock offers a similar sized large boat; however, they strictly operate as a passenger ferry from the mainland of Door County to Washington Island. Fish Creek offers the Quo Vadis, a mid-sized 69 passenger boat with historical significance to Fish Creek. It fits nicely within a marina with limited space. Sister Bay currently offers the largest passenger tour boat in the county, Norra Dörr, in terms of passenger capacity. It is my belief that Sturgeon Bay is deserving of a larger boat that can accommodate a similar amount of people per trip to that of Fish Creek and Sister Bay. Cody has gleaned customer feedback and expertise of the boating community over the last 20+ years to help create the most dynamic and all-inclusive boat tour experience in Door County. Imagine the opportunities in boat tours for Sturgeon Bay with a boat that fits the bill.

Financial Considerations

*5 I have been blessed to have had the opportunity to be a part of two companies that achieved financial success. I will never forget the opportunity that was offered to me with Fish Creek Scenic Boat Tours as a part time captain. 4 years ago, my wife and I moved to Door County full time to take on a management roll with the company. In doing so, we added another boat to the fleet under the company name Sister Bay Scenic Boat Tours. Due to the two companies continued success, I realized the potential to expand into Sturgeon Bay would bring another asset to the Door County tourism market. The financial start-up of Sturgeon Bay Scenic Boat Tours mostly consists of the purchase of the vessel. We will propose the \$6,000 annual compensation for the dock rent, however, given the late start date in 2021, we would propose \$4200 for the 2021 season (\$6000 less 1.5 months). We would hope to agree on a flat rate, based on vessel length, to be the standard moving ahead to the future.

Company Summary

SBSBT is a new division that will provide a clean, safe and 100% certified and approved by the USCG tour experience. We currently carry a \$1,000,000 insurance policy for both Fish Creek Scenic Boat Tours and Sister Bay Scenic Boat Tours. The same would be true for Sturgeon Bay Scenic Boat Tours. The City of Sturgeon Bay would also be named as additionally insured.

*1, *7 I was new to the tour boat business in 2013 when I was a part time captain. Having now been in a management and ownership role, I have developed and modified the trips, boat, and experience for customers, to something I think we can all be proud of. Is what we propose a "new" concept to Sturgeon Bay? Well, you technically have had several powered tour boats there already. However, Fish Creek and Sister Bay Scenic Boat Tours has gone so far above and beyond its competitors. We will go even further on our new venture in Sturgeon Bay to include:

- Nightly live music (new to Sturgeon Bay)
- Brunch cruises (new to Sturgeon Bay)
- Maritime Museum Lighthouse events
- Bus tour business
- Weddings & receptions
- Corporate groups, family reunions, social get togethers
- July 4th Fireworks cruises
- Other specialty fireworks cruises
- Onboard beverage service
- Catered dinner cruises

The convenience of being located right next to the Door County Maritime Museum also offers an exceptional opportunity to grow our already existing great relationship.

Company Ownership

Sturgeon Bay Scenic Boat Tours is a division of Fish Creek Scenic Boat Tours, LLC which was created and legally organized as a Wisconsin Limited Liability Company based in Wisconsin in 2019. The principal owner and operator is Cody Bolton.

Company Locations and Facilities

*4 SBSBT would operate next to the Door County Maritime Museum on the west commercial dock. The City of Sturgeon Bay operates this property. Future operations will be under the control and direction of the City of Sturgeon Bay and their future development plans. It would be our desire, upon approval, to discuss the construction of a small ticket office for us to operate out of as well as work with the existing waterfront

project to accommodate the boat appropriately. We'd certainly like to offer handicap accessibility to guests and may need something to be refit to accommodate this. We would also request appropriate shore power (if not already installed) as well as fresh water hook up for a hose. The day-to-day business transaction with customers would be accomplished from the new ticket office located near the dock space on the West side of the Maritime Museum.

Services

The tour boat entails safety instruction pre-cruise, departing and returning location, a USCG inspected vessel and proper licensing and substance program for employees working aboard. USCG license documentation available upon request. Customers are offered 1 and a half hour tours with a narration or live music for \$39/adults, \$36/seniors, while kids 12 and under are only \$5. We do offer coupons through several local hotels, print advertising and social media campaigns. We also offer 10% redeemable coupon cards for returning customers. We have a very aggressive and effective group rate program to drive large groups to us. I can go through the details of our group rates if requested. Normal trip times are 11am, 1pm, 3pm and 7pm May through October. Tours departing Sturgeon Bay would encompass the Sturgeon Bay canal and its offerings as well as the outreaching areas on the Bay of Green Bay and Lake Michigan. All company bookkeeping will be conducted through an outside professional CPA. Financial information related to company revenues can be shared to the City of Sturgeon Bay upon agreeable reasoning.

Furthermore, SBSBT will operate in an effective and environmentally conscious manner. We will be solely responsible for the removal of trash and recyclables, as well as any maintenance chemicals such as engine oil and filters. Items will be removed off the property and disposed of accordingly. Our staff will be responsible for the basic maintenance and cleaning of the leased property.

***6 COVID-19**

Due to the Covid-19 pandemic, we will be enforcing extra safety precautions to safely operate the business. We do have the advantage to being an outdoor, open air activity. We will staff a full time boat cleaner to keep the boat as clean as possible as well as follow CDC guidelines. Passengers will have plenty of room on board to social distance and masks will be available upon request.

Competitive Comparison

The competitive differences between SBSBT and Door County competition are:

- 1) A better, friendlier, more knowledgeable and more experienced staff.

- 2) A flexible itinerary able to accommodate customized trips depending on weather, group sizes and desires.
- 3) Live music nightly.
- 4) Ability for guests to bring whatever they wish to eat and/or drink aboard.
- 5) Towing and mechanical assistance available for breakdowns and accidents by licensed professional seamen.

We are no longer a small company doing this on a whim or as an extra source of income. This is what we do and we take it very seriously because it is our livelihood.

Promotional Items

SBSBT will follow the same marketing strategy as Fish Creek and Sister Bay Scenic Boat Tours. In 2021, Fish Creek and Sister Bay Scenic Boat Tours spent \$17,992 on advertising to include: **See appendix B**

- Destination Door County Magazine
- Destination Door County Website
- Door County Maritime Museum Sponsor
- Email marketing with Mailchimp
- Facebook and Instagram campaigns
- Go! Guide
- Sister Bay Advancement Association
- Fish Creek Civic Association
- Egg Harbor Business Association (they allow us to advertise as non-competing businesses)
- Sister Bay Marina Fest
- Door County Living
- Landmark Hotel Guest Book
- Paper Boy brochures
- Road Runner brochures
- Tweak Social Media & Marketing
- Website (check out www.DoorCountyBoats.com for a representation)
- Door County Navigator
- Other various online outlets (YouTube, Instagram, Facebook, Google, Trip Advisor, Yelp, etc)

We try to be everywhere. In addition to the list above, detailed promotional maps are overlaid on actual nautical charts which are located in front of every seat on the boat along with binoculars in Fish Creek. These maps include many local restaurants and sites for people to explore once off the boat. In Fish Creek and Sister Bay, we have become the most utilized boat tour company in Northeast WI behind only the Washington Island ferries. We do a really good job of driving traffic. We bring customers from Sturgeon Bay, Egg Harbor, Baileys Harbor, Sister Bay, Fish Creek and Ephraim to ride on both of our existing tour boats. Bringing a boat into Sturgeon Bay

will allow us to drive our existing customers between all 3 of our locations because each location offers a different and unique experience. In 2020, we took out over 19,000 people and that was in a season with Covid-19. I believe having us as the operator in Sturgeon Bay is an important asset as we draw more people to boat tours than anyone else. Also, no other Door County power boat tour company offers the 24/7 online booking opportunity found through our website. We are a leading-edge company offering the most progressive program and the nicest boats in Door County.

Beyond our normal marketing package of nearly \$20k, SBSBT will be launching a spring 2021 campaign introducing Door County's newest tour boat. This is a not only a big deal for Sturgeon Bay, but Door County as well. This creates buzz to the tourist and jobs for the residents. Both key ingredients for support from Destination Door County and other tourism outlets. You will also see increased articles and electronic media blasts about the new business driven by Facebook and Instagram campaigns as well as email blasts to our already massive email list of over 15,000 contacts. If accepted, Sturgeon Bay will be getting a big promotional boost along with their new boat.

Monthly customer break-downs can easily be researched for Fish Creek Scenic Boat Tours through our state of the art booking software. The approximate monthly break-down in 2020 were as follows:

- May 273 passengers (generally approx. 2%)
- June 2,742 passengers (generally approx. 15%)
- July 6,333 passengers (generally approx. 33%)
- August 5,514 passengers (generally approx. 30%)
- September 3,085 passengers (generally approx. 16%)
- October 950 passengers (generally approx. 4%)

Our booking software also allows us to evaluate what customers are going at given times of day and on which trips. This allows us on the fly to modify our schedule and routes to better meet the demands of our consumer. We also track year to year to better evaluate weather trends, group bookings and yearly events. This on-time business evaluation contributes to us booking more customers than anyone else.

Future Services

What this boat does is ensure there is space on board, even during the busiest 2 mid-summer months. This boat also allows special large groups an opportunity to get on the water without leaving Sturgeon Bay. It is our hope that Sturgeon Bay realizes the large commitment SBSBT is making in bringing in such a boat to the area.

Market Analysis Summary

SBSBT focuses initially on tourists of Door County and local residents. The marketing of this business starts through our website, local print, online campaigns and extends

through word-of-mouth advertising and social media. Repeat business is attained through a well-maintained vessel and an experienced, enthusiastic crew.

Market Segmentation

Our largest group of customers in the tour businesses has come from repeat tourists of Door County looking for a new venture to explore. We have experienced a large demographic of older adults that can no longer enjoy the physical nature of boating, but find the ride on our tour boats to be very comfortable and convenient. The idea of an additional boat in Sturgeon Bay will offer another unique experience and give people a reason to come back. Another fairly large group we have reached is residents whom don't easily have a chance to enjoy the water due to the high cost of boat ownership. We have gained a strong following of locals utilizing our services for work parties, social gatherings, weddings, etc. Additionally, we accommodate bus tours as much as possible. There are plenty of coach busses coming to Door County from all over the country and we try to make sure they get to see the beauty of Door County from the water. We have an established relationship with several bus tour operators that return annually. We believe our experience of providing the perfect boat set up for these conditions along with our expertise on meeting visitor expectations bring a superior experience to the consumer, not to mention the professional abilities of our captains and crew. Our numbers and reviews demonstrate this point. **See appendix C**

Market Needs

Sturgeon Bay will be executing their waterfront development to be completed by the end of June 2021. Sister Bay has already done an excellent job in this area and is the only true comparison. Ephraim doesn't provide tourists with enough bang for their buck (although they do enjoy a fantastic sunset every evening). Egg Harbor has not yet begun a commercial waterfront. However, they do have a beautiful marina in place. Fish Creek remains to be one of the true small Door County towns without a truly developed waterfront area. This has left an open door for an upscale power boat company in Sturgeon Bay, which accommodates a need to experience the water. We have experienced a tremendous amount of customer appreciation and gratitude for the services we have been providing recently in Fish Creek and Sister Bay. This boat will be attracting wedding related groups, bus tours, family reunions, you name it. All good business for Sturgeon Bay as people go looking for food or shopping upon their return to shore.

Market Trends

This past year we have experienced something we never have in our lifetime. A global pandemic has locked people in their homes and they are itching to get out and do things. Outdoor, open air activities are the perfect solution. We also live in a day and age where we want instant gratification with minimal effort or investment. Therefore, boat tours offer an easier solution to getting out on the water and in turn helps stimulate

tourism and boating in Door County. Believe me; I wouldn't be making this level of investment if the Door County tourist market didn't support it.

Business Participants and Competition

The closest competition to SBSBT is Fish Creek Scenic Boat Tours. Luckily, this isn't true competition since it is a part of our group brand Door County Boats. This has shared ownership and guiding principles, which means a cooperative effort to drive traffic to the new Sturgeon Bay business. Our tour guides are local area experts and understand the big picture of the entertainment and experience our passengers are looking for. I believe we have a stable of seasoned captains that have a vast knowledge of boats and the waters of Green Bay. Our captains have over 50 years of licensing between them. We're the only live music show offered on the water. SBSBT offers the flexibility, performance and expertise making us the premier place to go for a boat tour.

Management Summary

The primary organizer of Sister Bay Scenic Boat Tours is Cody Bolton. SBSBT will employ 10-12 seasonal employees to handle tours seven days per week. I would rather not offer my individual employee wages, but I would be happy to divulge this information in closed session. I believe you will find that my captains and crew receive the highest captain/crew wages of all tour boats in Door County. The exception may be the captain positions on the Washington Island ferries. I currently employ 7 part-time captains, 8 part-time crew, 5 part-time musicians and 4 part-time office employees. I, personally, am an active owner in the company and act as the manager, as well as perform maintenance and repairs on our existing vessels.

Organizational Structure

Cody Bolton provides decision-making and financial investing as needed. The ultimate responsibilities of the LLC belong to Cody Bolton. The company collects revenue from the boarding tickets of tours. The employees maintain hourly wages for service to be paid from the company.

Management Team

*2 SBSBT is not departmentalized. The owner and organizer, Cody Bolton, is also the CEO, CFO, and planner. All decisions will be based upon the company mission statements. (*Sturgeon Bay Scenic Boat Tours is a business established to provide comfortable, safe and entertaining boat tours on the waters of Door County through a competent and friendly staff*). Cody Bolton has proven to be a qualified operator of such businesses due to a lifetime of experience on the water. Cody received his Masters Merchant Mariner Credential in 2007. He currently holds a 100 ton inland license & 50 ton Near Coastal with commercial towing endorsement, as well as TWIC, marine radio operator's permit, and CPR/1st aid certificate. He has been operating the Quo Vadis, a

53' commercial passenger vessel from 2013 – present. In 2017 he began captaining the newest, largest passenger tour boat in Door County, Norra Dörr (63', 149 passenger), out of Sister Bay Marina, and still captains and maintains the vessel to date. Also in 2017, Cody joined Fish Creek Scenic Boat Tours & Sister Bay Scenic Boat Tours to take on a year round management position. He is the current owner of the Quo Vadis and Fish Creek Scenic Boat Tours and manages Sister Bay Scenic Boat Tours.

Financial Plan

The bulk of the startup cost for SBSBT rests on the purchase of the boat. This boat will be financed by Cody Bolton and paid for from the boarding tickets sold to tour customers of this boat.

Projected Profit and Loss

Considering the expenses of dock space, insurance, boat maintenance and cleaning, boat loans and licensing/registration, a break-even analysis can be found for tours to exceed these costs. I am generally conservative when making projections. My forecasted projections over the next 5 years are as follows:

- 2021 5,000 passengers (given the late start date)
- 2022 8,000 passengers
- 2023 10,500 passengers
- 2024 14,000 passengers
- 2025 16,000 passengers

The slow start is attributed to the fact that this will be a new boat/business starting on short notice, as well as the given start date of July 1, 2021. Fish Creek and Sister Bay are currently better known for the tours they offer. A realistic break-even for the company's financial net would be attained within year 5 of operations. SBSBT is moving ahead with the hopes that the business is received well and future contracts and space are forth coming. We would certainly honor and encourage another RFP process at any time. I believe if you're not evolving and growing to bring a better product to the area than a competitor, then you no longer deserve the right to occupy the space. I welcome an RFP. I think we should always evaluate our competition and Sturgeon Bay deserves that. This is and always should be a two-way partnership. As a business owner this keeps you striving and keeps you on top.

Conclusion

Sturgeon Bay Scenic Boat Tours is a flexible organization that is willing and able to work with the City of Sturgeon Bay to create a win-win situation of business and interactive waterfront growth. It is our goal to grow the tour boat business in Sturgeon Bay and get as many people as we can out on the water to create good times and memories for the duration of the boating season. We take great pride in the product we deliver and I hope it shows. We are grateful for the opportunity to expand our already

successful operation. All terms and conditions proposed in the above business plan are negotiable and flexible. We hope to do business in Sturgeon Bay in 2021!

*8 References

Business & Financial References

1. Eric Lundquist – former owner Fish Creek Scenic Boat Tours & Sister Bay Boat Rental, existing owner Sister Bay Scenic Boat Tours
Elundquist2010@gmail.com
2. Eric DeJardine – Nicolet National Bank
edejardine@nicoletbank.com
3. Russ Forkert – Owner of Yacht Works, Inc
russ@yachtworks.net

Client References

1. Carrie Baldwin – Door County Events
carrie@doorcountyevents.com
2. Victoria Bearss – Sunrise Tours
victoria@travelsunrise.com
3. Elaine DeMarb – Door County Group Tours
doorcountygrouptours@gmail.com

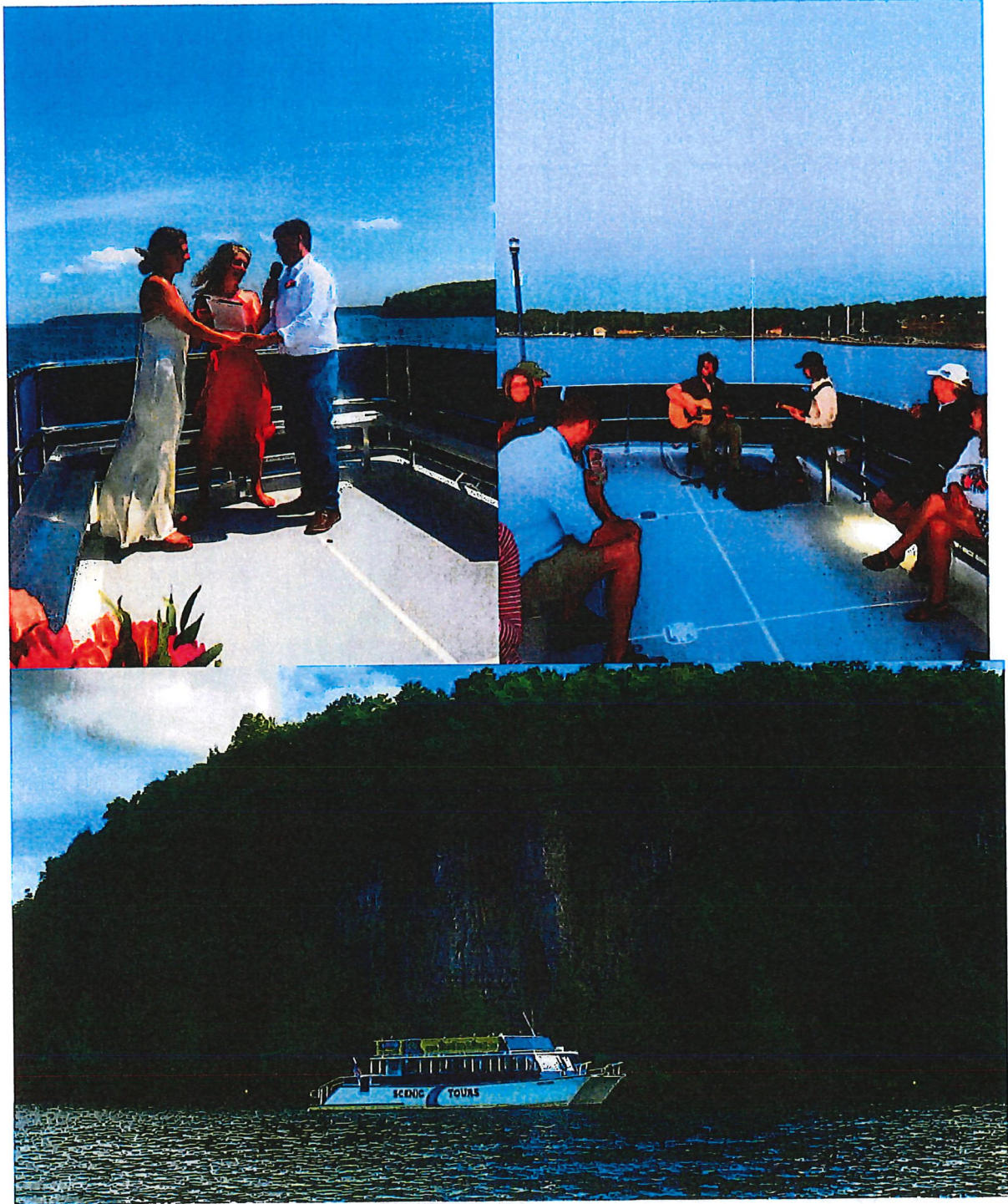
Respectfully Submitted,

Cody Bolton, President
Sturgeon Bay Scenic Boat Tours
414-852-9582

Appendix A





Appendix A



THE BOAT - "QUO VADIS"


- Departs daily from Fish Creek Marina
- Captain's Licensed and USCG Masters Certified
- U.S. Coast Guard Inspected
- Vessel Certified for 69 passengers

PRIVATE CHARTERS

Reserve Private Charters within office, special rates apply. Private Charters include: social group gatherings, corporate events, birthday parties, Chambers Island lighthouse tours, family reunions, wedding related events including, but not limited to, ceremonies, rehearsals, and receptions, etc. Set up your time, trip route, number of passengers, specialty lunch menu, live music, trip duration, etc.

BUS TOURS are welcome, special rates apply. Bus drop-off conveniently located directly in front of ticket office. Boat parked immediately behind office. Hand railings provided for easy access onto and off of boat. We custom build your trip specifically to the interests of your group. Call for rates.



CALL 920.421.4442 FOR RESERVATIONS

2021 SPECIALTY CRUISES

- **EPHRAIM FIRE BAL SUNSET LIVE MUSIC • FIREWORKS CAUSE**
June 17, 8pm from Fish Creek Marina
- **COME along for an evening of music, a sunset, and a beautiful fireworks display on one of the most beautiful celebrations in Ephraim, WI. Tickets book quickly so be sure to get yours now!**
- **EGG MARIAGE SUNSET LIVE MUSIC • FIREWORKS CAUSE**
June 18, 8pm from Fish Creek Marina
- **COME aboard with us as we celebrate the busy holiday season in your Egg Harbor's beautiful fireworks celebration from our four hour boat in the harbor. Live music on board will help your mood away as you relax under the stars on the way to and from the show. Be sure to bring any food or beverages along for the ride and a light pick-up for those occasional cool Door County nights. Tickets book quickly - get yours now!**
- **CHAMBERS ISLAND LIGHTHOUSE FESTIVAL CHANGELING ISLAND CAUSE**
June 19, 10am - 4pm from Fish Creek Marina
Call our web site for details

RESERVATIONS RECOMMENDED

Online: www.DoorCountyBoats.com

- Bring items to eat or drink
- Please arrive 30 minutes before departure
- Enjoy one of our cruises and get 10% off any additional trip of your choice





CONTACT US

Phone: 920.421.4442

Location: 9448 Spruce Street • Fish Creek, WI 54212
Downtown Fish Creek, at Marina
Parking and other information: www.doorcountyboats.com
Email: info@doorcountyboats.com
Social Media: [facebook](https://www.facebook.com/doorcountyboats) [youtube](https://www.youtube.com/doorcountyboats) [instagram](https://www.instagram.com/doorcountyboats)

FISH CREEK BOAT RENTALS
Landing: Trout & Main

BOAT TOURS

Departs from Fish Creek Marina
Make Reservations Online
www.DoorCountyBoats.com

Brochures

THE BOAT - "NORRA DÖRA"

Departs daily from Sister Bay Marina
Captain's Licensed and USCG Masters Certified
U.S. Coast Guard Inspected
Vessel Certified for 149 passengers




PRIVATE CHARTERS

Reserve Private Charters within office, special rates apply. Private Charters include: social group gatherings, corporate events, birthday parties, Chambers Island lighthouse tours, family reunions, wedding related events including, but not limited to, ceremonies, rehearsals, and receptions, etc. Set up your time, trip route, number of passengers, specialty lunch menu, live music, trip duration, etc.

BUS TOURS are welcome, special rates apply. Bus drop-off conveniently located directly in front of ticket office. Boat parked immediately behind office. Hand railings provided for easy access onto and off of boat. We custom build your trip specifically to the interests of your group. Call for rates.



CALL 920.421.4444 FOR RESERVATIONS

2021 SPECIALTY CRUISES

- **EPHRAIM FIRE BAL SUNSET LIVE MUSIC • FIREWORKS CAUSE**
June 19, 8pm from Sister Bay Watersports Booth
- **EGG MARIAGE SUNSET LIVE MUSIC • FIREWORKS CAUSE**
July 3, 8:15pm, Sister Bay Marina Watersports Booth
- **GILLS BOAT SUNSET LIVE MUSIC • FIREWORKS CAUSE**
July 4, 8:15pm, Sister Bay Marina Watersports Booth
- **SISTER BAY FREEDOM FEST FIREWORKS • LIVE MUSIC CAUSE**
July 17, 9 pm, Sister Bay Marina Watersports Booth
- **SISTER BAY MARIAGE FEST FIREWORKS • LIVE MUSIC CAUSE**
September 4, 7:45 pm, Sister Bay Marina Watersports Booth

All departures from Sister Bay Marina Watersports Booth

RESERVATIONS RECOMMENDED

Online: www.DoorCountyBoats.com

- Full bar on board
- Please arrive 30 minutes before departure
- Enjoy one of our cruises and get 10% off any additional trip of your choice.
- Wheelchair accessible


CONTACT US



Phone: 920.421.4444

Location: 10707 N. Bay Shore Drive • Sister Bay, WI 54228
Departures: Sister Bay at Marina
Parking and other information: www.doorcountyboats.com
Email: info@doorcountyboats.com
Social Media: [facebook](https://www.facebook.com/doorcountyboats) [youtube](https://www.youtube.com/doorcountyboats) [instagram](https://www.instagram.com/doorcountyboats)

SISTER BAY BOAT RENTAL
Landing: Trout & Main

BOAT TOURS



Departs from Sister Bay Marina
Make Reservations Online
www.DoorCountyBoats.com

Appendix B

SISTER BAY
SCENIC BOAT TOURS

TOURS FROM **TWO** GREAT DOOR COUNTY LOCATIONS

FISH CREEK
SCENIC BOAT TOURS

SISTER BAY TOURS

FISH CREEK TOURS

Book Online At: www.DoorCountyBoats.com

\$10.00 OFF

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DOOR COUNTY BOATS

BLACK FRIDAY SALE
25% OFF

Use code: **BLACKFRI2020**

DoorCountyBoats.com

SISTER BAY
SCENIC BOAT TOURS

SISTER BAY TOURS

TOURS FROM **TWO** GREAT DOOR COUNTY LOCATIONS

FISH CREEK
SCENIC BOAT TOURS

FISH CREEK TOURS

Book Online At: www.DoorCountyBoats.com

10% OFF

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Sample print and social media ads

Appendix B

[Campaign Preview](#) [HTML Source](#) [Plain-Text Email](#) [Details](#)



Now through **SUNDAY**

Take 10% off all tours for
your entire group
Use code: **SPRING1** at
checkout



*Coupon can be used as many times as you'd like during the promotional period.
Coupon is valid for all standard boat tours only. Specialty cruises and
dinner/tour tours do not qualify for discount.

Full tour schedule available at
DoorCountyBoats.com



Happy to help.

Have questions? We are only a phone call, an email or a message at
our various social outlets away!



© 2017 Door County Boats. All rights reserved. This email and any files transmitted with it are confidential. If you have received this email in error, please notify the system manager. This email is intended only for the individual named.

www.doorcountyboats.com

Sample Mailchimp email marketing campaign

Appendix C



Door County Boats

Edit Book Now

Promote



Recommendations & Reviews

★ 5 out of 5 ⓘ

Based on the opinion of 28 people

Have Feedback About Your Business' Reviews Experience?

We've made changes to the Reviews tab and would love your feedback. What do you think of the new experience?

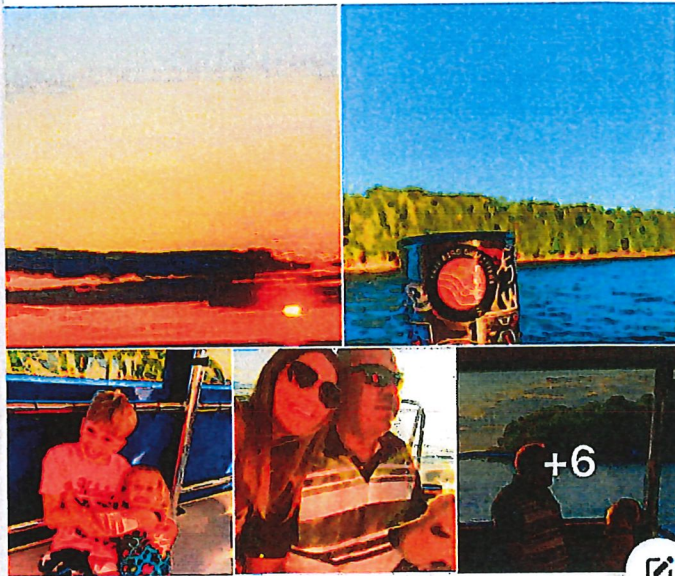
Share Feedback



Jess Van Curen recommends Door County Boats.

August 5, 2020 · 🌐

Always such a fun time! Great music and sunsets! 🍷🌅🇺🇸



Gina Stoffel

★★★★★ 26 weeks ago

We had a wonderful time on our tour!! Jerry was very knowledgeable about the area and a great story teller!! We would definitely go again!!



Fish Creek Scenic Boat Tours (owner)

26 weeks ago

Thanks for the review Gina! Glad you enjoyed the tour and we'll be sure to pass this on to Jerry. Also, thanks for being a trooper in the strong winds and big waves yesterday!

-Cody

Edit

Delete



Lou zbcgvc,sdhvcbasd.lvndlvk

★★★★★ 26 weeks ago

The user didn't write a review, and has left just a rating.

Reply



JIM WIDEMAN

★★★★★ 26 weeks ago

Jerry our narrator was very knowledgeable on the area and was very professional and was willing to ask any and all questions. Brian was our captain and drove the boat very courteously and thanks Brian for your service to the Green Bay for 20 years and keeping the waterways safe.

Reply

Appendix C

Amazing!



Fish Creek Scenic Boat Tours

Oct 14, 2020

No Response

Sunset Cruise



Fish Creek Scenic Boat Tours

Oct 13, 2020

No Response

Great boat tour.



Fish Creek Scenic Boat Tours

Oct 12, 2020

No Response

“Millionaire’s Row” – Don’t let the name fool you!



Fish Creek Scenic Boat Tours

Oct 12, 2020

No Response

A fun afternoon



Fish Creek Scenic Boat Tours

Oct 12, 2020

No Response



Reviewed by tjmoranjr

Oct 15, 2020

Awesome!



This was one of the best boat tours I have experienced! The crew was awesome and the boat was incredibly clean!

Your response

Appendix D



Sample Ticket Office





**City of Sturgeon Bay
Request for Proposal**

Tour Boat Services based at West Waterfront Promenade

Issued Date:

March 22, 2021

Due Date:

April 22, 2021

5:00pm CST

Respond to:

smiller@sturgeonbaywi.org

or

City of Sturgeon Bay
Attention: Josh VanLieshout, City Administrator
421 Michigan Street
Sturgeon Bay, WI 54235

BACKGROUND INFORMATION

The City of Sturgeon Bay (“City”) is the largest city in Door County, WI with a year-round population of 9,130. Our city is located on the Door Peninsula, which is almost entirely surrounded by water – Lake Michigan to the east and the waters of Green Bay and Sturgeon Bay to the west. Door County hosts nearly two million visitors each year. In addition to its status as a popular vacation destination with magnificent natural beauty, the City also boasts a thriving business climate. The tour boat slip (“Location”) is located along the new West Waterfront Promenade (estimated completion June 2021) adjacent to the Door County Maritime Museum and between the west entrances to the two downtown bridges. The City of Sturgeon Bay’s on-going West Waterfront Redevelopment will increase pedestrian interest and traffic flow to and from the area, which will provide economic opportunities for vendors providing services of interest to those visitors.

PURPOSE

This REQUEST FOR PROPOSAL (RFP) by the City of Sturgeon Bay invites proposals from Tour Boat Operators (“Operator(s)”) who are interested in docking, maintaining, and operating a boat, ship, or other vessel (“Tour Boat”) at the City’s west waterfront tour boat slip. Tour Boat operators are those that give tours to passengers on Sturgeon Bay and neighboring waters. Tour boats have operated on Sturgeon Bay in the past; however, those tours have not run for several years. It is expected that the renewal of tours from the City’s west waterfront will greatly benefit from the increased interest in the area as a result of the enhancements currently underway. Operators will work with the City in establishing this west waterfront location as a recreational destination through their leasing of the location. The City of Sturgeon Bay is seeking and will select a company that best demonstrates the ability to safely utilize the location while providing innovative, affordable and reliable services to tourists and the Sturgeon Bay/Door County community, and while paying a reasonable fee to the City of Sturgeon Bay.

SCOPE OF WORK

Occupy a commercial tour boat slip with a business providing commercial boat tour activities (may include dinner cruises, though they are not required) that appeal to the Sturgeon Bay/Door County residential and business community and draw out-of-town visitors. Boat tour activities may not include public commuter use or operations solely for personal pleasure.

The City of Sturgeon Bay's tour boat slip is located within Sturgeon Bay at the west waterfront between Michigan and Maple Streets (See Attachment – Slip Location). All applicants are encouraged to visit the location prior to submitting a proposal. It is the responsibility of the Operator to verify location is adequate to safely support the equipment and services necessary to operate. Any suggested modifications or improvements to the dock shall be at the sole expense of the successful bidder and will require advance written approval from the City. The tour boat slip is 75 feet long by 25 feet wide. Current water depth is greater than five (5) feet. Current site services and equipment included are Cleats and Electrical hook-up (50 amp & 20amp). Cleat size, number, and adequacy should be field verified by Operator. At present, no public restrooms are available in the immediate vicinity, though facilities will soon be provided on the West Waterfront Promenade at the historic Teweles and Brandeis Granary. Parking is available in the public lot adjacent to the Door County Maritime Museum ("Museum").

Close proximity to the Museum will require a cooperative working relationship between the Operator and the Museum. The operation of the Tour Boat will be mutually beneficial to both the Operator and the Museum. The Operator will be required to remove the vessel during the Museum's Maritime Festival events (usually held the 2nd weekend in August each year).

In consideration for the right and privilege to conduct business at the City of Sturgeon Bay Tour Boat slip, the Operator must agree to pay the City of Sturgeon Bay annual lease/rent fees. Lease term is negotiable. The projected date for service commencement is July 1, 2021 or as negotiated.

PROPOSAL REQUIREMENTS

Proposals must include the following:

1. A description of qualifications/experience in providing tour boat service:
 - a. Business experience including description of businesses.
 - b. Number of years of operation of such service.
 - c. Number of passengers transported in previous years.
 - d. Number of tours conducted in previous years.
 - e. Number of employees and experience level of employees.
 - f. Any bankruptcy notices or filings over the past five (5) years.
 - g. Summary of all legal actions, proceedings, convictions, citations, and fines received by the Operator in connection with the operation of any Tour Boat for the past three (3) years.
2. A business plan, including:
 - a. A complete description of proposed business operations and services including:
 - i. Standard routes, description of services, and schedule for the Tour Boat
 - ii. Maintenance of the location
 - iii. Plan for environmentally friendly methods of operations, cleaning and activities in order to protect the waters of Sturgeon Bay and its wildlife at the location and aboard the Tour Boat.
 - iv. Plan for collection and disposal of trash and recycling at the location and aboard the Tour Boat
 - b. Detailed information on the Operator's proposed fee schedule for items and/or services proposed, inclusive of Wisconsin State sales tax and any other applicable governmental charges.
 - c. A statement outlining how the Operator will document and report revenues and expenditures.

3. Photos and Descriptive Literature:

- a. The size, dimensions, and capacity of the Tour Boat (preference given to motor vessels) must be reasonably commensurate with the dock footage of the location from which the Tour Boat will be operated. Please submit:
 - i. Drawings and/or other schematics depicting the design and construction of the Tour Boat. Please include height from the waterline, location of all access-ways, and description of boarding fixtures/features at all such access-ways.
 - ii. Evidence sufficient to clearly indicate the detail of the appearance of the Tour Boat, including finishes, decoration, size, shape, and internal and external appearance.
 - iii. Photographs of the Tour Boat should be supplied where possible.
- b. Please submit summaries of the safety and sanitation features of the Tour Boat.

4. Tenant improvements:

- a. Improvements may be considered depending on the integrity of the dock, the usefulness, and community benefit.
- b. Submit proposals for dock improvement/development for the site. Include visual concepts or drawing to guide us through your proposal. Technical designs and plans are not needed at this time.
- c. Any modifications or improvements desired by the Operator shall be installed at the sole expense of the Operator and require advance written approval from the City of Sturgeon Bay. It is the responsibility of the Operator to obtain applicable permits needed to install any modifications or improvements. The modifications and improvements shall become the property of the City upon completion of installation. The Operator shall be entitled to utilize the modifications and improvements while the lease agreement is in effect.

5. Proposed compensation to be paid to the City of Sturgeon Bay will include monthly lease payments. Operator must propose their lease payment. The minimum lease payment the City will consider is \$6,000.00/yr.

6. A description of how operations will incorporate COVID-19 limitations.
7. Examples of relevant projects:
 - a. Provide information about similar projects or clients for whom you have provided similar operations and services.
8. References:
 - a. Please provide three Business/Financial references.
 - b. Please provide three Client references.
 - c. References could include financial institutions, suppliers, insurance companies, clients, etc. Do not use the same references for both Client References and Business References.

LEASE REQUIREMENTS

If your proposal is accepted the following requirements will be met and provided upon award, prior to the issuance of the lease:

1. City of Sturgeon Bay business license.
2. U.S. Department of Homeland Security / U.S. Coast Guard Certificate of Inspection for Tour Boat and crew credentials.
3. Insurance policies of comprehensive marine and/or general liability insurance to include bodily injury liability insurance and property damage insurance. The limits of said coverage shall be One Million Dollars (\$1,000,000.00) per occurrence. The policies for the above referenced coverages shall name the City of Sturgeon Bay as additional insured for use of the leased premises.
4. For operations which include alcohol service:
 - a. State of Wisconsin Liquor License.
 - b. Proof of Liquor Liability insurance coverage.
5. Door County Health Department permit.
6. Payment for lease paid monthly.

EVALUATION CRITERIA

A panel of City staff will review the qualified bids and Operator qualifications as submitted in this RFP process. The highest qualified Operators may be interviewed as necessary and final recommendations made to the Finance, Purchasing, and Building Committee. Prior to the commencement of work the City and the selected Operator will meet to settle lease details. Final approval of the Operator's lease agreement with the City will be made by the Common Council.

TERMS AND CONDITIONS

The City of Sturgeon Bay reserves the right to reject any and all proposals. This RFP does not obligate the City to pay any costs incurred by Operator in the preparation and submission of a proposal. The City reserves the right to award a contract to the next most qualified Operator if the successful Operator does not execute a contract within forty-five (45) days following acceptance of the proposal.

QUESTIONS

Questions regarding the scope of work, evaluation, or RFP process should be addressed to Josh VanLieshout, City Administrator at smiller@sturgeonbaywi.org.

PROPOSAL SUBMITTAL INSTRUCTIONS

1. To be evaluated, a proposal must address all requirements and instructions contained within.
2. Provide all references and materials required by the RFP instructions within.
3. Please include your name, business name, legal name of the organization, business address, email address, and phone number.
4. The proposal must be signed by an official who is legally authorized to bind the organization.
5. We encourage proposals be submitted by email. Emailed proposals should include "Tour Boat Services" in the subject line and be addressed to smiller@sturgeonbaywi.org

6. As an alternate to email, proposals can be mailed to:

City of Sturgeon Bay

Attention: Josh VanLieshout

421 Michigan Street

Sturgeon Bay, WI 54235

7. Proposals must be received by no later than 5:00pm on April 22, 2021.

TENTATIVE SELECTION SCHEDULE

1. March 22, 2021 – RFP advertised and mailed to Operators
2. April 22, 2021 – Proposals due
3. May 11, 2021 – Review of proposals by Finance/Purchasing & Building Committee, Recommendation to Common Council made.
4. May 12, 2021 – June 30 – Negotiate Terms of Service

ATTACHMENTS:

1. Slip Location

Mailing/Contact List, RFP for Tour Boat

Sail Door County

Peder Nelson
10707 North Bay Shore Drive
Sister Bay, WI 54234

Fish Creek / Sister Bay Scenic Boat Tours

Cody Bolton
2301 Flintridge Road
Sister Bay, WI 54234
414-852-9582
codybolton@gmail.com
www.DoorCountyBoats.com

The Shoreline Scenic Cruises – returned by USPS, emailed, they responded

Jim Robinson
Shoreline Scenic Cruises
P.O. Box 307
Ellison Bay, WI 54202 – corrected address

Jim Robinson (c) 920-421-0948 (The Shoreline, Gills Rock)
goboating@shorelinecharters.net
Gills Rock Office – 920-421-0922

Ronnie Robinson (wife) (c) 920-421-0950
nnomama307@gmail.com
Gills Rock Office – 920-421-0922

Geoff Cronk (c) 920-839-5666 (The Water Taxi, Baileys Harbor)
geoffcronk@yahoo.com
Baileys Harbor Office – 920-854-4707

Door County Adventure Rafting

PO Box 572
Fish Creek, WI 54212

Gage Lake Geneva Cruise Line

Summer Harbor Office
Riviera Docks
812 Wrigley Drive

Lake Geneva, WI 53147

Winter Harbor Office – mailed to this address

Pier 290 / Gage marina

1 Liechty Drive

Williams Bay, WI 53191

Fox River Tours

c/o River Tyme Bistro

425 W. Water Street

Appleton, WI 54911

Milwaukee Boat Line – returned by USPS, emailed

101 W Michigan St

Milwaukee, WI 53203

Milwaukee River Cruise Line

205 W. Highland Ave., Suite 204

Milwaukee, WI 53203

Apostle Island Cruises

Bryce Albrect, Manager – responded, will not be submitting a proposal

2 Front Street

Bayfield, WI 54814

Bennett LaChappelle – called 4.1.21 asking if a Captain's license was required, packet sent on

4.1.21

3484 Irish Trail

Sturgeon Bay, WI 54235

Sail Sturgeon Bay

Susan Kurtz – called 3.22.2021 asking about the ad. Packet sent on 3.22.2021

107 North 1st Avenue

Sturgeon Bay WI 53235

9.

9.

Charlie Henriksen – Ad Hoc NERR Committee

Owner operator of Henriksen Fisheries and Door County Caviar, supplier of premiere Whitefish products to over 30 Door County businesses. Have done business across the U.S. and also in Canada, Japan and Sweden. WDNR, WDATCP, and FDA regulated along with USCG.

*1998 -present - Governor's appointment to Lake Michigan Commercial Fishing Board
-Chair since 2017*

1988 -2018 - President of Wisconsin Commercial Fisheries Association

2000-2004, 2012-present -member Lake Michigan Fisheries Forum

1990 - recognition by WFGLSFC for work to minimize user conflict

1994 -recipient Wisconsin State Senate citation for work to minimize user conflict

1995-1999 -member Lake Michigan Fisheries Law Enforcement Task Force

2005-2012 - Governor's appointment to Wisconsin Invasive Species Council

2017- present- Board Member Door County Maritime Museum

I have worked with UWSP, WDNR, USFWS, Sea Grant, and UWGB on a variety of research projects in Green Bay including diet studies, Sturgeon tagging, Whitefish movement and abundance, and Commercial catch composition.

I believe a NERR in Sturgeon Bay will be a great asset to research in Green Bay and provide a method to coordinate research efforts and management strategies

Matthew Peter – Ad Hoc NERR Committee

Matt Peter is the Director of OutDoor Operations at the Boys & Girls Club of Door County. Previously, Matt was the Land Manager at the Ridges Sanctuary and, prior to that, completed his Master's Degree in Environmental Science & Policy from the University of Wisconsin-Green Bay where he studied wetland ecosystems in Door County. Through his professional and academic work throughout the county, Matt has become well acquainted with past and ongoing scientific research projects and has developed meaningful relationships with local businesses and nonprofits. Matt is excited for the opportunity to highlight the benefits of utilizing Door County's beautiful and pristine habitats for scientific research.

Ad Hoc NERR Committee - Ex-Officio

Pam Seiler

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, June 1, 2021 at 6:00 p.m. or shortly thereafter, regarding zoning code amendments to sections 20.09(1)(i) and 20.22(1)(k) of the Municipal Code (Zoning). The proposed amendments repeal the specific requirements applicable to tourist rooming houses. Under the proposed amendment, tourist rooming houses remain as permitted uses in the referenced zoning districts. The repealed standards under this amendment have been added to the licensing requirements for tourist rooming houses under section 9.05 of the Municipal Code (Licenses and Permits). The proposed ordinance document is on file with the Community Development Department and can be viewed at City Hall, 421 Michigan Street, weekdays between 8:00 a.m. and 4:30 p.m. or on the city's website at www.sturgeonbaywi.org. The public is invited to attend the hearing and give testimony in favor or against the proposed variance either in person at the hearing or in writing.

By order of:
City of Sturgeon Bay Common Council

ORDINANCE NO. _____

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

SECTION 1: Section 20.09(1)(i) of the Municipal Code (Zoning) of the City of Sturgeon Bay is hereby repealed and recreated as follows:

- (i) Tourist Rooming Houses, subject to the following: the requirements set forth in Section 9.05.
1. ~~The facilities shall be licensed by the state department of health services, the city, and the Door County Tourism Zone Commission.~~
 - a. ~~New tourist rooming house permits issued by the city are valid for one year and expire on June 30. If a new tourist rooming house permit is issued after April 1, the city permit shall expire on June 30 the following year.~~
 - b. ~~Renewal tourist rooming house permits are valid for two years and expire on June 30. Renewal permits may be applied for no sooner than six months prior to expiration, but are not valid until July 1.~~
 - c. ~~The community development department will oversee the issuing or renewal of tourist rooming house permits. In the event city staff denies a permit, the applicant may appeal the denial decision to the city plan commission.~~
 2. ~~The owner/operator must reside within Door, Kewaunee, or Brown Counties during periods in which the tourist rooming house is rented. This requirement may be waived if there is a valid management contract with a management company located within Door County.~~
 3. ~~Designated tourist rooming houses may have an unlit sign no larger than 2 square feet in size.~~

SECTION 2: Section 20.22(1)(k) of the Municipal Code (Zoning of the City of Sturgeon is hereby repealed and recreated as follows:

- (k) ~~Tourist rooming houses. Subject to the requirements set forth in section 20.09(1)(i), subject to the requirements set forth in section 9.05.~~

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

Approved: _____
David J. Ward, Mayor

Attest: _____
Stephanie L. Reinhardt, City Clerk

Executive Summary

DATE: May 4, 2021

TITLE: Tourist Rooming House Code Text Amendment

SUMMARY: The purpose of this code text amendment is to remove the duplicate information regarding the tourist rooming house permit process from Chapter 20. As you probably remember, this has been shifted to Chapter 9 (Licensing and Permit).

RECOMMENDATION: Approve the code text amendment as presented

Prepared by: 
Christopher Sullivan-Robinson
Planner/ Zoning Administrator

4.28.21
Date

Reviewed by: 
Marty Olejniczak
Community Development Director

4-28-2021
Date

Reviewed by: 
Josh Vanlieshout
City Administrator

4/28/2021
Date

EXECUTIVE SUMMARY

DATE: May 25, 2021

TITLE: Award of Contract for Project 2103: Municipal Services Building – Reception Area Renovations

BACKGROUND: On May 25, 2021 the Engineering Department received bids for Project 2103: Municipal Services Building – Reception Area Renovations. The attached plan was developed throughout several coordination meetings with staff members from the Municipal Services and Engineering Departments. Similar to the recently completed project at City Hall, the goal of this project was to create new reception and work areas within the Municipal Services Building that would help to meet the following primary objectives:

- 1) Create a new modified reception area for the department that would allow for greater security, while still allowing for a comfortable customer service experience.
- 2) Improve the staff work space areas to allow for increases in interdepartmental coordination, customer service, and operational efficiencies.

In accordance with the City of Sturgeon Bay Purchasing & Property Accountability Policy, specifications were prepared and competitive sealed bidding was used to obtain pricing. Three bids were received for the project and the overall results are summarized below:

\$76,300.00	RJM Construction, LLC
\$88,800.00	MJI Building Services, LLC
\$93,064.00	Milbach Construction

After completing a review of the bids, it has been determined that the bid from RJM Construction, LLC is complete and would be the low bid. Note: all contractors that submitted bids were required to submit a prequalification reference list of past similar projects, and RJM Construction, LLC was highly recommended by several of their references. They were also the contractor for the recently completed project at City Hall.

FISCAL IMPACT: The 2021 Capital Budget included \$300,000.00 for these improvements, along with the recently completed similar improvements at City Hall. The contractor was instructed not to include costs for relocation of cameras, door fobs, data, or phone lines so there will be some additional costs to fully complete the project. These items of work will be completed internally with the aid of the companies that currently maintain these types of services at the Municipal Services Building. In addition, the new office furniture / workstations will also be completed outside of this contract with the same company that provided similar products at City Hall. After reviewing all of the final costs from the City Hall project it has been determined that all of the costs required to complete this project will fall below the amount remaining in the 2021 Capital Budget.

RECOMMENDATION: Award the Contract for Project 2103: Municipal Services Building – Reception Area Renovations to RJM Construction, LLC with a base bid totaling \$76,303.00.

SUBMITTED BY: CSA
Chad Shefchik
City Engineer

5-25-21
Date

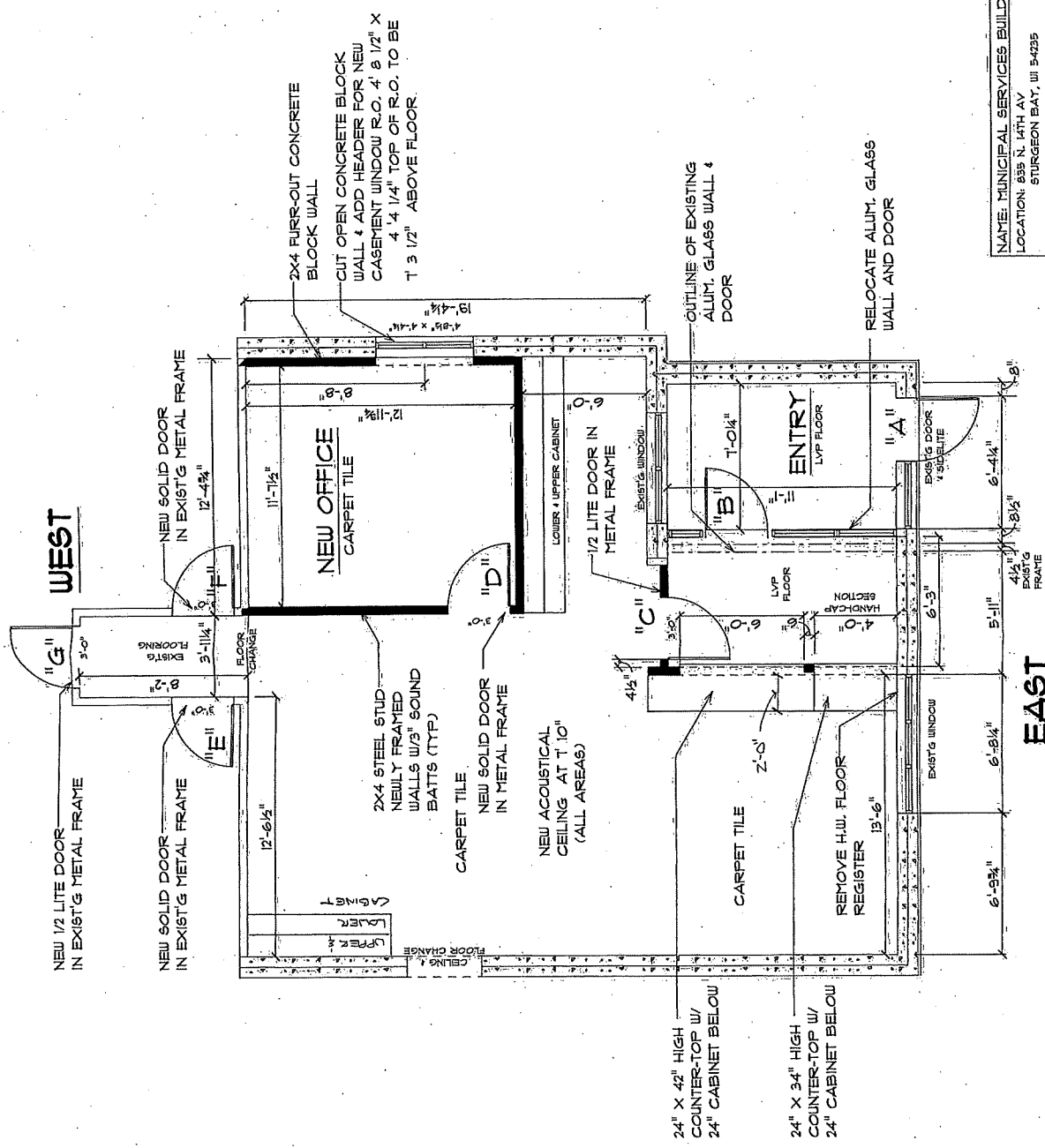
REVIEWED BY: MAB
Mike Barker
Municipal Services Director

25 MAY 2021
Date

REVIEWED BY: JV
Josh VanLieshout
City Administrator

5/25/2021
Date

NOT TO SCALE



NAME: MUNICIPAL SERVICES BUILDING
 LOCATION: 835 N. 14TH AV.
 STURGEON BAY, WI 54235
 DRAWN BY: JACK GIGSTEAD
 REVISED DATE: 02-03-2021
 SCALE: 3/16" = 1"

1ST FLOOR REMODELED PLAN

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

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Personnel Committee, hereby recommend to approve the new administrative command structure for the Sturgeon Bay Police Department which is: Police Chief, Assistant Police Chief, and Police Captain and to proceed to fill the position as soon as possible.

Respectfully submitted,

PERSONNEL COMMITTEE

By: Dan Williams, Chr.

RESOLVED, that the foregoing recommendation be adopted.

Dated: May 19, 2021

* * * * *

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

Passed by the Council on the _____ day of _____, 2021.

EXECUTIVE SUMMARY

TITLE: Creation of Assistant Chief of Police

BACKGROUND: This new position will replace a void that was created in the Police Department administration in October of 2020. Under the current Police Department command structure, we have a Chief, Captain and Lieutenant Investigator in our administrative ranks. During the past decade, the Lieutenant Investigator position transformed from the Department investigator to an administrative position. Lieutenant is the supervisor for both patrol and investigation division of the Police Department. In 2019, the City of Sturgeon Bay had Public Administration Associates, LLC conduct a wage and compensation study. During that study, it was found that our comparable Lieutenant position was similar to our Sergeant position. Sturgeon Bay Police Department Lieutenant responsibilities were more closely represented in the comparable departments as Captain or Assistant Chief. This made it difficult to formulate an accurate pay scale for our Lieutenant position.

As a result of my promotion from Lieutenant Investigator to Chief, we are given an opportunity to correct our administrative titles for the Department. To keep with the hierarchy of police command I am asking we create a new position, Assistant Chief of Police. The Assistant Chief responsibilities will include many of the current Captain responsibilities, while also taking on additional tasks (see attached). The main focus of the Assistant Chief will be to ensure all employees comply to the mandatory training requirements, provide officers with proper and updated equipment, serve as the media relations officer, handle all open record requests, internal investigation coordinator, grant writer, and know all operating functions of the Police Department so he/she can assume command in the Chief's absence.

The Captain position will assume the current Lieutenant job responsibilities (see attached). As stated earlier, our current Lieutenant's position was more closely represented to comparable departments as a Captain or Assistant Chief. With the creation of an Assistant Chief position, we will be able to adjust job responsibilities between the Assistant Chief and Captain to align with other comparable departments. As a result, both the Assistant Chief and Captain will have new job responsibilities.

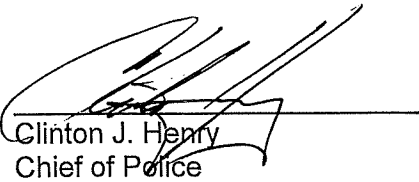
If approved, the new police administrative structure for Sturgeon Bay will be: Chief, Assistant Chief and Captain

FISCAL IMPACT: Public Administration Associates, LLC conducted a wage study using comparable departments to determine the wage scale for an Assistant Chief Position (see attached). The budget of the Police Department will be impacted with the creation of this position; using the provided scale from PAA (Table 2), the approximate increase would be 5 percent from Captain to Assistant Chief and approximately an 11 percent increase from Lieutenant to Captain. Using the midpoint on Sturgeon Bay's 2021 wage scale, the estimated financial impact on this year's budget for the Assistant Chief


position would range from \$0 to \$7,436.00 (calculations are based on a 7-month impact as the open administrative position has not been filled). Estimated impact for 2022 budget using the midpoint for both the Assistant Chief and Captain position would increase police department budget by \$13,129.87 (estimate based on a salary increase of 3% for 2022).

OPTIONS: Approve all, none or a portion the proposed Assistant Chief position.

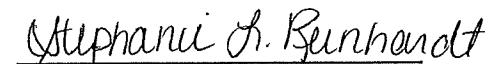
RECOMMENDATIONS: Recommend the Personnel Committee adopt the new administrative command structure for the Sturgeon Bay Police Department.

PREPARED BY: 
Clinton J. Henry
Chief of Police

4-14-21
Date

REVIEWED BY: 
Val Clarizio
Finance Director/City Treasurer

4/14/21
Date

REVIEWED BY: 
Stephanie Reinhardt
City Clerk/Human Resources Director

4/16/2021
Date

APPROVED BY: 
Josh VanLieshout
City Administrator

4/16/21
Date

Sturgeon Bay Police Department

Assistant Chief of Police Job Description

Unless otherwise stated, all duties, responsibilities, and qualifications stated herein are essential functions of this position. This position shall be reviewed and evaluated on a regular basis, by the Chief of Police.

Supervisor: Chief of Police

GENERAL STATEMENT OF DUTIES

The primary function of the Assistant Chief of Police is to protect lives and property within the City of Sturgeon Bay by performing work directly related to the management and general operations of the Police Department. The Assistant Chief is the assistant manager of all police operations and is primarily responsible for formulating, establishing and implementing policies, assisting with the management of finance, and coordinating the use of all available resources in a manner that provides stability to the department and thus, protection to the citizens and property it serves. The Assistant Chief of Police is "Second in Command" of the Sturgeon Bay Police Department, and answers directly to the Chief of Police. In the absence of the Chief of Police, the Assistant Chief shall assume command of the entire department operations as Acting Chief. The Assistant Chief must be in regular emergency contact with the department and Chief of Police, and shall carry a department issued cell phone at all times both on duty and off duty.

DUTIES AND RESPONSIBILITIES

The following duties are normal for this position and shall be directed by the Chief of Police. These are not to be construed as exclusive or all inclusive; other duties may be required or assigned by the Chief of Police. The Assistant Chief of Police performs specialized work directly related to the management and general operations of the Police Department, which requires the ability to exercise independent judgment, initiative and discretion based upon knowledge of the laws of the State of Wisconsin, as well as administrative and legislative policies and ordinances of the City of Sturgeon Bay. The Assistant Chief of Police also undertakes major assignments, including short and long-term projects, and accepts additional responsibilities as directed by the Chief of Police. The work performed by the Assistant Chief will affect the operation of the Police Department to a substantial degree, and will require the Assistant Chief to exercise his/her discretion and independent judgment.

1. Shall actively support and ensure compliance with the mission, policies, procedures, programs, objectives, philosophies and vision of the Sturgeon Bay Police Department. Shall promote departmental conduct based on a philosophy of "Professional and Ethical" standards, set by the law enforcement community.
2. Supervises, coaches, trains and motivates staff; coordinates and/or provides staff training; manages the employment and hiring process and employee relations for assigned area. Assures all officers are qualified and obtain any certifications required by local, state or federal law. Ensures that all employees comply with required training. Manage the training function of the department to ensure that adequate and efficient training is provided to all department staff.

3. Assists with the planning and implementation of Police Department programs, ensuring that all equipment necessary to the successful functioning of such programs is available to appropriate personnel.
4. Reviews and approves purchases and payments according to established policies and practices; makes recommendations and forecasts for future funds needed for staffing, equipment, materials, supplies, and assists in the development of the annual budget proposals.
5. Shall issue instructions, directions, directives, memorandums, orders, etc., to coordinate the activities of subordinates to ensure efficiency, effectiveness and quality of service. Performs performance appraisals of subordinate personnel.
6. Shall serve as the Police Department's public information officer and media relations officer developing a positive relationship with the local and regional media, and routinely providing press releases and incident investigation information to all media outlets.
7. Shall be responsible for processing open records requests in accordance with City Policy to include state and federal laws.
8. The Assistant Chief shall have the authority to recommend the hiring, promotion, transfer, discipline, termination or discharge of employees.

This includes the authority to conduct internal investigations, handle citizen complaints, make necessary and appropriate disciplinary recommendations regarding personnel matters, and the authority to initiate, recommend and administer corrective and/or disciplinary action involving subordinate employees, consistent with department policy.
9. Shall conduct internal investigations and citizen complaints against Sturgeon Bay Police Department personnel, and serve as the internal investigation coordinator.
10. Prepares and reviews operational and administrative reports for the Chief of Police.
11. Supervises the maintenance of records regarding arrests, investigations, and other police matters. Serves as the custodian for all video and audio files.
12. Responsible for seeking grants on behalf of the Police Department, and for administration of those grants for which the department receives.
13. Supervises criminal investigations as needed.
14. Serves as the incident commander at emergencies within the city, or where city representation is required as requested by the Chief of Police.
15. The Assistant Chief shall represent the Sturgeon Bay Police Department as a 'liaison' at various meetings and community functions. These meetings would include those associated with law enforcement agencies, Public Safety, City Council, Sturgeon Bay School and any other civic and/or public group approved and/or requested by the Chief of Police. The Assistant Chief maintains regular communication with the Chief of Police regarding department activity.
16. Shall coordinate operations with federal, state and local agencies when applicable.

17. The Assistant Chief is a sworn police officer and shall take enforcement action when required. Operates a motor vehicle in all environmental conditions and, on occasion, operates the vehicle at high speeds and in congested traffic situations.
18. Shall enforce all local ordinances, state laws, and applicable federal laws impartially within appropriate jurisdiction and in accordance with departmental policy and procedure guidelines,
19. Shall support the Constitution of the United States, the Constitution of the State of Wisconsin, and the ordinance/laws, and/or charter of the City of Sturgeon Bay.
20. Shall attend department required training and maintain a minimum of 24 hours of approved training per year.
21. Shall perform any and all other duties as assigned by the Chief of Police.

KNOWLEDGE AND ABILITIES

1. Working knowledge of departmental policies, procedures, rules and regulations.
2. Working knowledge of the application of criminal civil law as they relate to the law enforcement function.
3. Ability to supervise and motivate others.
4. Ability to maintain an effective working relationship with the Chief, Public Safety Committee, City Administrator and all other department employees.

QUALIFICATIONS

1. Bachelor's degree in criminal justice, management or related field is preferred or an equivalent combination of education, training and experience.
2. Minimum of seven years of police experience with at least two years in a supervisory or management capacity, with specific experience in leadership.
3. Must possess a valid Wisconsin Driver's License within 30 days.
4. Must possess Law Enforcement Certification granted by the Wisconsin Law Enforcement Training & Standards Board.

Sturgeon Bay Police Department

Captain Job Description

Unless otherwise stated, all duties, responsibilities, and qualifications stated herein are essential functions of this position. This position shall be reviewed and evaluated on a regular basis by the Chief of Police.

Supervisor: Chief of Police, Assistant Chief of Police

GENERAL STATEMENT OF DUTIES

Under the general direction of the Chief of Police, the Police Captain is responsible for the daily operations of the Sturgeon Bay Police Department. The Police Captain is "Third in Command" of the Sturgeon Bay Police Department and answers directly to the Assistant Chief of Police. In the absence of the Chief of Police and Assistant Chief, the Captain shall assume command of the entire department operating as Acting Chief. The Captain must be in regular emergency contact with the department and Chief of Police, and shall carry a department issued cell phone at all times both on duty and off duty.

DUTIES AND RESPONSIBILITIES

The following duties are normal for this position and shall be directed by the Chief of Police. These are not to be construed as exclusive or all inclusive; other duties may be required or assigned by the Chief of Police.

1. Shall actively support and ensure compliance with the mission, policies, procedures, programs, objectives, philosophies, and vision of the Sturgeon Bay Police Department. Shall promote departmental conduct based on a philosophy of "Professional and Ethical" standards, set by the law enforcement community.
2. Shall direct the day to day department patrol and investigative activities of subordinates and provide for the direct supervision and evaluation of subordinates. This includes all special operational teams.
3. Shall direct and assign the work force and be responsible for scheduling. This includes the review and evaluation of daily reports, daily logs, daily activity complaint cards, and the assignment of appropriate and applicable follow up. The Captain shall keep the Chief informed on assigned follow up, and on the status of pending cases. The Captain ensures that all reports are forwarded in a timely manner to their proper destination.
4. Shall be responsible for the supervision, direction, evaluation, and coordination of all sworn personnel of the Sturgeon Bay Police Department. Shall issue instructions, directions, directives, memorandums, orders, etc., to coordinate the activities of subordinates to ensure efficiency, effectiveness, and quality of service.
5. Shall have the authority to recommend discipline, termination or discharge of employees. This includes the authority to conduct internal investigations, handle citizen complaints, make necessary and appropriate disciplinary recommendations regarding personnel matters, and the authority to initiate, recommend and administer corrective and/or disciplinary action involving subordinate employees, consistent with department policy.

6. Shall assist the Chief of Police and Assistant Chief of Police with internal investigations and citizen complaints against Sturgeon Bay Police Department personnel.
7. Under the direction of the Chief of Police shall:
 - a) Create personnel training criteria and guidelines
 - b) Make recommendations regarding policies, budgets, equipment and personnel requirements
 - c) Be responsible for the dissemination of information within the department
 - d) Identify work conditions which need improvement
 - e) Promote "teamwork" and a "continuous improvement" initiative
 - f) Assist with the development, implementation, and coordination of community policing initiatives
 - g) Be the primary liaison between the department and Human Services, District Attorney, area schools, courts, and etc.
8. Shall be the evidence custodian for the Sturgeon Bay Police Department.
9. Shall be the main Record Management file system coordinator. This includes all issues relating to the record management system and all associated training.
10. Manages and directs all special events requiring police service within the City as needed.
11. The Captain is a sworn police officer and shall take enforcement action when required. Operates a motor vehicle in all environmental conditions and, on occasion, operates the vehicle at high speeds and in congested traffic situations.
12. Shall coordinate operations with federal, state and local agencies when applicable.
13. The Captain is a sworn police officer and shall take enforcement action when required.
14. Shall be responsible for all repairs/maintenance of department vehicles and vehicle equipment.
15. Shall enforce all local ordinances, state laws, and applicable federal laws impartially within appropriate jurisdiction and in accordance with departmental policy and procedure guidelines.
16. Shall support the Constitution of the United States, the Constitution of the State of Wisconsin, and the ordinance/laws, and/or charter of the City of Sturgeon Bay.
17. Shall attend department required training and maintain a minimum of 24 hours of approved training per year.
18. Shall perform any and all other duties as assigned by the Chief of Police.

KNOWLEDGE AND ABILITIES

1. Working knowledge of departmental policies, procedures, rules and regulations.
2. Working knowledge of the application of criminal civil law as they relate to the law enforcement function.
3. Ability to supervise and motivate others.
4. Ability to maintain an effective working relationship with the Chief, Public Safety Committee, City Administrator, and all other department employees.

QUALIFICATIONS

1. Bachelor's degree in criminal justice, management or related field is preferred or an equivalent combination of education, training and experience.
2. Minimum of seven years of police experience with at least two years in a supervisory or management capacity with specific experience in leadership.
3. Must possess a valid Wisconsin Driver's License within 30 days.
4. Must possess Law Enforcement Certification granted by the Wisconsin Law Enforcement Training & Standards Board.

Sturgeon Bay Police Department

Lieutenant Job Description

Unless otherwise stated, all duties, responsibilities, and qualifications stated herein are essential functions of this position. This position shall be reviewed and evaluated on a regular basis, by the Chief of Police.

Supervisor: Chief of Police, Captain of Police

GENERAL STATEMENT OF DUTIES

Under the general direction of the Chief of Police, the Police Lieutenant is responsible for the daily operations of the Sturgeon Bay Police Department. The Police Lieutenant is "Third in Command" of the Sturgeon Bay Police Department and answers directly to the Chief of Police. In the absence of the Chief of Police and Captain, the Lieutenant shall assume command of the entire department operation as Acting Chief. The Lieutenant must be in regular emergency contact with the department and Chief of Police and shall carry a department issued cell phone at all times both on duty and off duty.

DUTIES AND RESPONSIBILITIES

The following duties are normal for this position and shall be directed by the Chief of Police. These are not to be construed as exclusive or all inclusive; other duties may be required or assigned by the Chief of Police.

1. Shall actively support and ensure compliance with the mission, policies, procedures, programs, objectives, philosophies, and vision of the Sturgeon Bay Police Department. Shall promote departmental conduct based on a philosophy of "Profession and Ethical" standards, set by the law enforcement community.
2. Shall direct the day to day department patrol and investigative activities of subordinates and provide for the direct supervision and evaluation of subordinates.
3. Shall direct and assign the work force. This includes the review, and evaluation of daily reports, daily logs, and daily activity complaint cards, and the assignment of appropriate and applicable follow up. The Lieutenant shall keep the Chief informed on assigned follow up and on the status of pending cases. The Lieutenant ensures that all reports are forwarded in a timely manner to their proper destination.
4. Shall be responsible for the supervision, direction, evaluation, and coordination of all sworn personnel of the Sturgeon Bay Police Department. Shall issue instructions, directions, directives, memorandums, orders, etc., to coordinate the activities of subordinates to ensure efficiency, effectiveness, and quality of service.
5. The Lieutenant shall have the authority to recommend the hiring, promotion, transfer, discipline, termination or discharge of employees.

This includes the authority to conduct internal investigations, handle citizen complaints, make necessary and appropriate disciplinary recommendations regarding personnel matters, and the

authority to initiate, recommend and administer corrective and/or disciplinary action involving subordinate employees, consistent with department policy.

6. Shall assist the Chief of Police with internal investigations and citizen complaints against Sturgeon Bay Police Department personnel.
7. Under the direction of the Chief of Police shall:
 - a) Create personnel training criteria and guidelines
 - b) Make recommendations regarding policies, budgets, equipment and personnel requirements
 - c) Be responsible for the dissemination of information within the department
 - d) Identify work conditions which need improvement
 - e) Promote "teamwork" and a "continuous improvement" initiative
 - f) Assist with the development, implementation, and coordination of community policing initiatives
8. Shall maintain records on training & firearms qualifications.
9. The Lieutenant shall represent the Sturgeon Bay Police Department as a 'liaison' at various meetings and community functions. These meetings would include those associated with law enforcement agencies, Public Safety, City Council, Sturgeon Bay School, and any other civic and/or public group approved and/or requested by the Chief of Police. The Lieutenant maintains regular communication with the Chief of Police regarding department activity.
10. Shall coordinate operations with federal, state and local agencies when applicable.
11. The Lieutenant is a sworn police officer and shall take enforcement action when required.
12. Shall enforce all local ordinances, state laws, and applicable federal laws impartially within appropriate jurisdiction and in accordance with departmental policy and procedure guidelines,
13. Shall support the Constitution of the United States, the Constitution of the State of Wisconsin, and the Ordinance/laws, and/or Charter of the City of Sturgeon Bay.
14. Shall attend department required training and maintain a minimum of 30 hours of approved supervisory training per year.
15. Shall perform any and all other duties as assigned by the Chief of Police.

KNOWLEDGE AND ABILITIES

1. Working knowledge of departmental policies, procedures, rules and regulations.
2. Working knowledge of the application of criminal civil law as they relate to the law enforcement function.
3. Ability to supervise and motivate others.

4. Ability to maintain an effective working relationship with Chief, Public Safety Committee, City Administrator, and all other department employees.

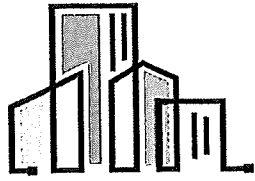
QUALIFICATIONS

1. Associate Degree or 60 college credits at the time of the posting required: Bachelor's degree in criminal justice, management or related field is preferred.
2. Hold the rank of Sergeant with the Sturgeon Bay Police Department at the time of the posting, with a minimum of three (3) years' experience at the rank of Sergeant at the time of the appointment:

OR

Minimum 7 years work experience as a full time law enforcement officer with the Sturgeon Bay Police Department.

3. Supervisory experience preferred.
4. Must possess a valid Wisconsin Driver's License.
5. Must possess Law Enforcement Certification granted by the Wisconsin Law Enforcement Training & Standards Board.



Public Administration Associates, LLC

N1357 Tuckaway Court
 Greenville, WI 54942
 920-740-8804
 dtebo.wi2@gmail.com

TO: City of Sturgeon Bay Administrative Team
 FROM: Dave Tebo and Kevin Brunner, PAA
 RE: Assistant Police Chief Wage Scale
 DATE: February 22, 2021

We have followed the steps proposed in our scope of services agreement as delineated below:

- 1) Reviewed Sturgeon Bay's new job descriptions for Assistant Police Chief and Police Captain;
- 2) Reviewed police wage data and community responses from 2019 Wage and Comp Study done for Sturgeon Bay peer communities;
- 3) Determined that four peer communities (Cities of Waupun, Two Rivers, Kaukauna and Village of Little Chute) in the 2019 wage survey responded they had positions corresponding to an Assistant/Deputy Chief designation or job description;
- 4) Computed a midpoint and established a wage range for an Assistant Chief position utilizing the 2019 data with a 2% COLA for 2020, as recommended by PAA for Sturgeon Bay, and 1.5% COLA for 2021 (as per CPI) See Table 1 below;

Table 1: Proposed 2021 Wage Range for Sturgeon Bay Assistant Police Chief Position			
Assumptions: Based on 2019 data from similar positions in 4 peer communities adjusted for inflation-2% COLA for 2020, 1.5% for 2021			
Upper/Mid-Management 25-step (.80-1.2)	Assistant Police Chief	Police Chief	Police Captain
Step 1-Minimum	68,722	74,765	67,098
2	70,154	76,323	68,495
3	71,586	77,881	69,893
4	73,018	79,440	71,291
5	74,450	80,998	72,688
6	75,882	82,556	74,086
7	77,314	84,114	75,484
8	78,746	85,672	76,881
9	80,178	87,230	78,279
10	81,610	88,788	79,677
11	83,042	90,346	81,074
12	84,474	91,905	82,472
Step 13-Midpoint	85,906	93,463	83,870
14	87,338	95,021	85,267
15	88,770	96,579	86,665
16	90,202	98,137	88,063
17	91,634	99,695	89,460
18	93,066	101,253	90,858
19	94,498	102,812	92,256
20	95,930	104,370	93,653
21	97,362	105,928	95,051
22	98,794	107,486	96,449
23	100,226	109,044	97,846
24	101,658	110,602	99,244
Step 25-Maximum	103,090	112,160	100,642

- 5) Researched other larger area communities that have Assistant Chief positions (i.e. DePere Neenah and Grand Chute) but large salary differences skewed the peer range data;
- 6) Observed that based on a small sample of peer communities a proposed wage range for Assistant Police Chief was likely to fall in between the originally established wage ranges for Police Chief and Police Captain positions from the 2019 study;
- 7) Based on peer community data, and review of new job descriptions, we recommend the Assistant Police Chief wage range for 2021 be established as shown in Table 2 below. These ranges are set from the 2019 wage/comp study data, with a 2% COLA for 2020, as recommended by PAA for Sturgeon Bay, and 1.5% COLA for 2021 (as per CPI). The Assistant Police Chief wage midpoint is equal distance between the Police Chief and Police Captain wage midpoint based on these assumptions.

Table 2: Proposed 2021 Wage Range for Sturgeon Bay Assistant Police Chief Position			
Assumption: Split the Difference Approach. To achieve a more consistent range separation, establish the Asst. Chief wage range exactly in-between the Chief and Captain ranges using 2019 Data from 14 peer communities adjusted for COLA (2% for 2020, 1.5% for 2021)			
Upper/Mid-Management 25-step (.80-1.2)	Police Chief	Assistant Police Chief	Police Captain
Step 1-Minimum	74,765	70,934	67,098
2	76,323	72,412	68,495
3	77,881	73,890	69,893
4	79,440	75,368	71,291
5	80,998	76,846	72,688
6	82,556	78,324	74,086
7	84,114	79,802	75,484
8	85,672	81,280	76,881
9	87,230	82,758	78,279
10	88,788	84,236	79,677
11	90,346	85,714	81,074
12	91,905	87,192	82,472
Step 13-Midpoint	93,463	88,670	83,870
14	95,021	90,148	85,267
15	96,579	91,626	86,665
16	98,137	93,104	88,063
17	99,695	94,582	89,460
18	101,253	96,060	90,858
19	102,812	97,538	92,256
20	104,370	99,016	93,653
21	105,928	100,494	95,051
22	107,486	101,972	96,449
23	109,044	103,450	97,846
24	110,602	104,928	99,244
Step 25-Maximum	112,160	106,406	100,642

Should you have any questions, need further information, or a presentation about how we came up with the new Assistant Police Chief range for 2021, please contact Dave Tebo at 920-740-8804 or dtebo.wi2@gmail.com.



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.*

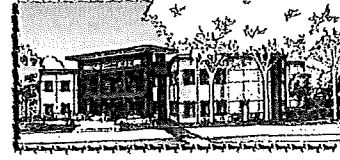
ASSISTANT CHIEF OF POLICE MAIN RESPONSIBILITIES

- Budget
- Public Information Officer (PIO)
- Squad Purchasing
- Firearm Purchasing
- Grant Writing
- Training requirements (to include in house training)
- Open Records Request
- Incident Based Reporting (IBR)
- Annual and Monthly Police Department Reports
- Oversee the Community Service Program
- Recruitment/Hiring Process
- Internal Investigation Coordinator
- Media Records Custodian
- Community Notifications
- Represent the Department in CORE Team Meetings
- Serves as the incident commander at emergencies within the City or where City representation is required, as request by the Chief of Police

*The above list is not all inclusive



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.*

CAPTAIN OF POLICE MAIN RESPONSIBILITIES

- Oversee Patrol and Investigation Divisions
- Oversee All Special Operation Teams (Honor Guard, Dive, SWAT, Marine, etc.)
- Evidence Custodian
- Squad Maintenance
- Squad Equipment Maintenance and Service
- Coordinator of Department Website, Facebook, and other Social Media Posts
- Spillman Coordinator (responsible for all Spillman issues and training)
- Coordinator for E-referral
- Point of Contact for District Attorney's and Judge's Office
- Liaison for Human Services, Schools, Courts, and other Outside Agencies
- Special Events Coordinator for the Department
- Oversee the Cadet Program

*The above list is not all inclusive

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the City Plan Commission, hereby recommend that the Council work with WWP Development, LLC regarding their development proposal for the West Waterfront.

Respectfully submitted,
City Plan Commission
By: David Ward, Chair

RESOLVED, that the foregoing recommendation be adopted.

Date: May 19, 2021

Introduced by _____;

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

Passed by the Council on the _____ day of _____, 2021.

EXECUTIVE SUMMARY

TITLE: West Waterfront Redevelopment Proposal – WWP Development, LLC

SUMMARY: The City issued a request for proposal (RFP) for the redevelopment of portions of the West Waterfront properties owned by the City. This included a larger development site along E. Maple Street (SITE A) and a smaller site along the Oregon Street Bridge (SITE B). Three proposals were submitted and reviewed for SITE A and the City decided to work with Northpointe Development on an apartment proposal. No proposals were received for SITE B. Subsequently, WWP Development, LLC (Peter & Jennifer Gentry) expressed their interest in SITE B. The Council granted them a 90-day planning option to develop a formal proposal. The proposal is attached including a site plan and rendering.

The Plan Commission reviewed this proposal on May 19, 2021 (not including the financial aspect) and has recommended to continue working with WWP Development, LLC on their development proposal. More specifically, they reviewed the proposed use, intensity, and design of the project, and the degree to which it integrates with other planned projects within the West Waterfront, along with the planning principles for the West Waterfront Redevelopment Plan.

If the Council approves the recommendation, it will allow the developer to finetune the proposal, for staff to start negotiation of a development agreement, and for the zoning and development review process to begin.

FISCAL IMPACT: This was reviewed by the Finance Committee on May 25, 2021, which will be reviewed elsewhere on this agenda.

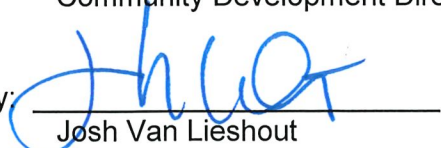
RECOMMENDATION: The proposed use and design fits into the City's goals for the development of the West Waterfront. Site B, in particular, is a hard lot to work with considering the various easements, lot shape, and newly installed utility pole that affect the usable area. The development proposal does an exemplary job for a layout and building design. The proposal also compliments the public area and the other developments to occur in the future. The recommendation is to continue to work with WWP Development, LLC on refining their plan and drafting a development agreement.

Prepared by: 
Christopher Sullivan-Robinson
Planner / Zoning Administrator

5-26-21
Date

Prepared by: _____
Martin Olejniczak
Community Development Director

Date

Reviewed by: 
Josh Van Lieshout
City Administrator

5/26/21
Date

WWP Development, LLC

May 13th, 2021

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

RE: Proposal to Develop Site B at the West Waterfront Redevelopment Site

To Whom it May Concern:

We are writing today to submit a Development Proposal to the City of Sturgeon Bay for the property at Development Site B as detailed on the attached drawings.

The goal of our project is to activate and nurture a community focused gathering space on the West Waterfront of Sturgeon Bay. Our design and proposed uses are meant to invite both locals and visitors to stop and enjoy the waterfront promenade, with an accompanying benefit of attracting visitors to other nearby amenities as well. Our design also hopes to remind folks of our City's history as a working marine hub and to compliment the other buildings in the area, both old and new. To attain these goals, we propose the following:

- A. To develop the Sturgeon Bay Plaza, an approximately 5400sf building consisting of two stories and a roof top patio, while avoiding the numerous easements and rights of way that bisect the property. The 2700sf first floor will house a deli/restaurant tenant, a concessions/bar tenant, and restrooms that will be available to the public during operating hours. The second floor will consist of an apartment and an additional concessions/bar space with open views to the water, tugboats, and bridges. There will be a seasonal rooftop patio as well as hardscaped park infrastructure that will include an area for food carts, firepits, and plenty of that Door County fresh air.
- B. To complete the project and have both tenants up and running by May 15th, 2022. In order to do this, WWP Development would need to close on the real estate for this parcel by July 1st, 2021. Footings and foundation work would begin in August, with building construction beginning in September. Our hope would be to have the building enclosed by December so that interior work could progress until approximately March 1st when tenants could access the building and landscaping could begin.
- C. To add \$1,700,000 to \$2,200,000 to Sturgeon Bay's tax rolls and directly create 15 full time jobs.

WWP Development, LLC

The above will be realized should the following conditions and incentives be granted:

D. Conditions

1. Sale of the physical property at Site B of the West Waterfront Development for \$1.00 to WWP Development with a clean title and an environmentally clean site.
2. Up to \$100,000 for soil borings, pilings, grading, topsoil and any additional work needed to bring the building footprint up to buildable standards.
3. Tax Increment Funding of roughly \$590,000.
4. Grants or other funds up to \$250,000 - the maximum value of a WEDC CDI Grant that it is hoped can be attained as part of the total cost to the City for West Waterfront park improvements - for exterior landscaping and park amenities, both on Site B and in adjacent park land per attached site plan.
5. Provide, construct, and maintain not less than 40 parking stalls in the park adjacent to the development for public use. With additional parking to be added on Maple Street.
6. Provide that all utilities to be brought to the property line including: buried electrical, sewer, water, natural gas, telephone, cable, and internet. As well as to provide storm sewer to the property line and all required drainage for the site.
7. Provide landscaping, maintenance (snow plowing, shoveling, mowing, repair, and replacement, etc.) and lighting for parking, sidewalks, and other common areas of the park.
8. Provide a 50-foot easement / use of area in front of the building towards the water for patio, seating, and firepits. And a permanent vision easement and quiet enjoyment of the waterfront (the area between the WWP building and waterfront).
9. Availability of a full retail liquor license for the concessions/bar tenant.

WWP Development, LLC

E. Sources and Uses of Funds

First Mortgage (Summit CU/Nicolet)	\$ 1,200,000
Equity	\$ 260,000
Site Prep/Borings	\$ 100,000
TIF Present Value	\$ 590,000
Landscaping/Park Improvements	\$ 250,000
Total Sources of Funds	\$ 2,400,000
Property Acquisition	\$ 1
Site Prep/Borings	\$ 100,000
Landscaping/Park Improvements	\$ 250,000
Building Construction	\$ 2,000,000
Architectural	\$ 50,000
Soft Costs	
Total Uses of Funds	\$ 2,400,001

F. TIF Calculator

TIF CALCULATOR

Calculate Value

Increment [?]

1800000

Mill Rate (Amount/\$1,000 of Value) [?]

22.98

Allocation (% of Increment paid) [?]

95

Interest Rate [?]

3.25

Payback Time (Years) [?]

20

Payback Delay (Years) [?]

0

Net Present Value = \$589,903.63

WWP Development, LLC

Attachment A – Development Team and Relevant Projects

Attachment B – Renderings and Site Plan

Attachment C – DRAFT Floor Plans

Thank you for your consideration,

Jennifer and Peter Gentry
Principals
WWP Development

WWP Development, LLC

Attachment A

Development Team:

Jennifer Gentry – Principle

- Thirteen years of Project Management in the national healthcare IT Field
- Board of Directors – Destination Sturgeon Bay
- Board of Directors – Boys and Girls Club of Sturgeon Bay

Peter Gentry – Principle

- Founded and built One Barrel Brewing Co., the states 13th largest brewery by volume
- Concepted and completed the projects below
- Once ran a 4.0 second 40-yard dash in high school

Doug Pahl – Architect

- Aro Eberle Architects, Madison, WI
- www.aroerberle.com

Dave Phillips – General Contractor Representative

- Bayland Buildings, Hobart, WI
- www.baylandbuildings.com

Relevant Projects:

One Barrel Brewing Company Tap Room – Egg Harbor, WI

- Completed May 2019
- Utilized bank funding and a WEDC CDI grant

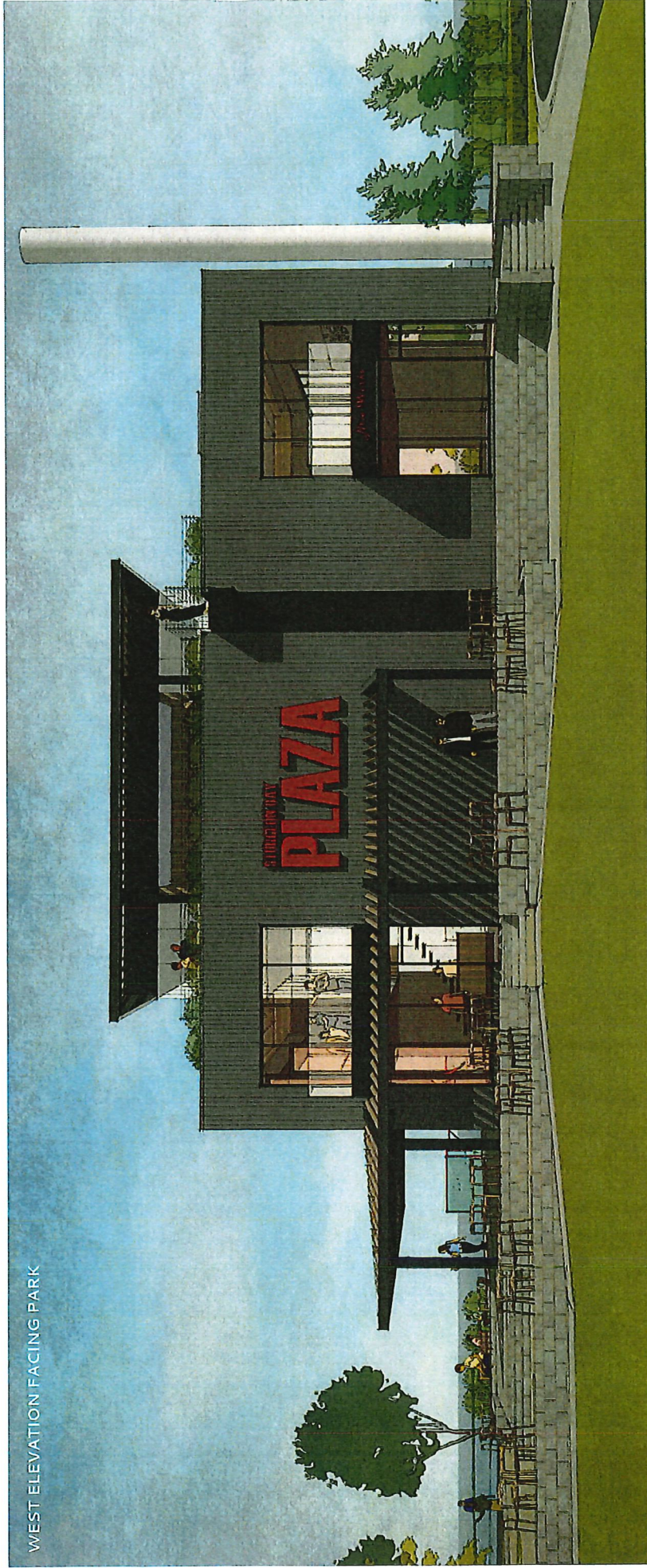
Star Bar at The Galaxy Apartments – Madison, WI

- Completed December 2014
- Bank and Developer financed

One Barrel Brewing Company Tap Room – Madison, WI

- Completed July 2012
- Built with grit and the help of true friends

WEST ELEVATION FACING PARK



NORTH ELEVATION FACING PARK



NORTHEAST ELEVATION FACING PARK



EAST ELEVATION FACING BRIDGE

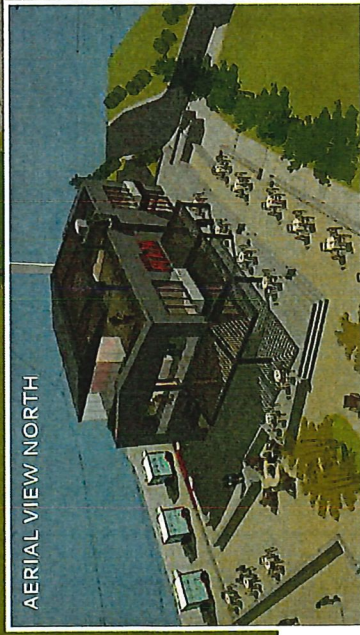
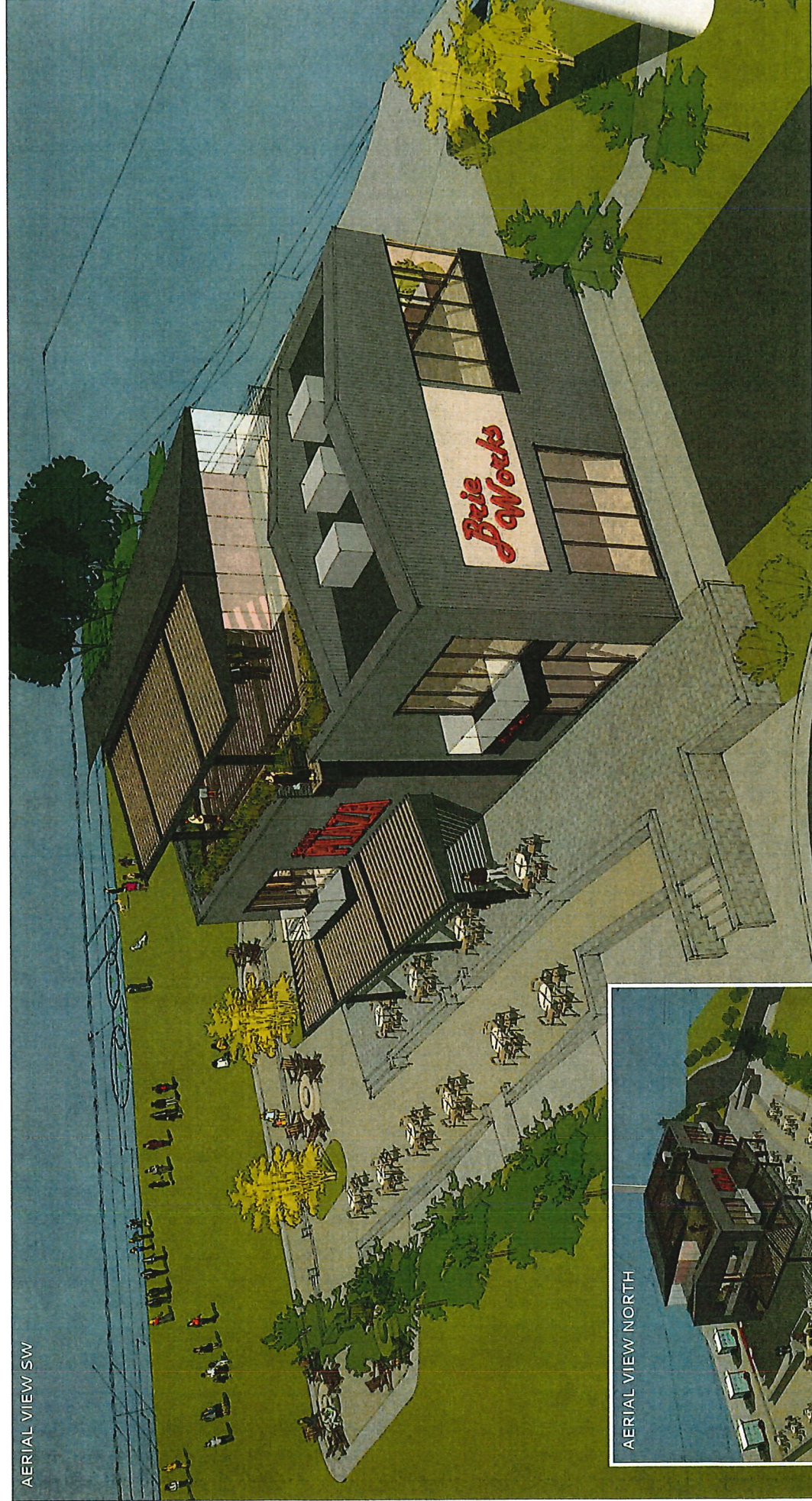
CITY OF STURGEON BAY WATERFRONT RFP – STURGEON BAY PLAZA 05/13/2021

ARO EBERLE ARCHITECTS

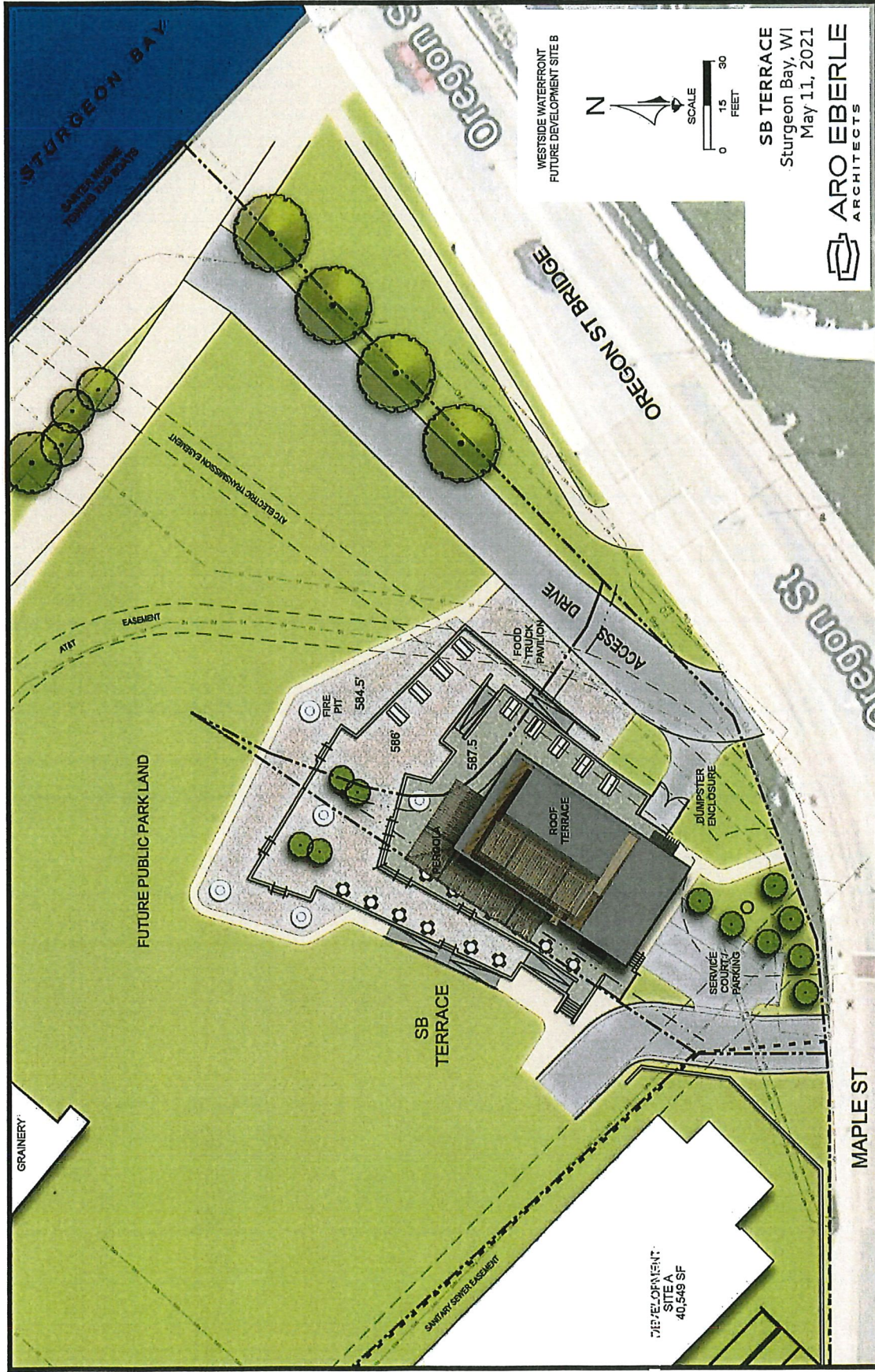


ARO EBERLE ARCHITECTS

AERIAL VIEW SW



AERIAL VIEW NORTH



SB TERRACE
 Sturgeon Bay, WI
 May 11, 2021



ARO EBERLE
 ARCHITECTS

SITE PLAN

ARO EBERLE
 ARCHITECTS

CITY OF STURGEON BAY WATERFRONT RFP - STURGEON BAY PLAZA 05/13/2021

FLOOR PLAN GENERAL NOTES:

1. FINISH FLOOR TO BE AS SHOWN.
2. VERIFY ALL DIMENSIONS. SHOW ANY DISCREPANCIES TO THE ATTENTION OF THE ARCHITECT / ENGINEER FOR FINAL DECISION.
3. DIMENSIONS ON FLOOR PLAN ARE BASED ON FACE OF FINISH WALL TO FINISH WALL (FINISH).

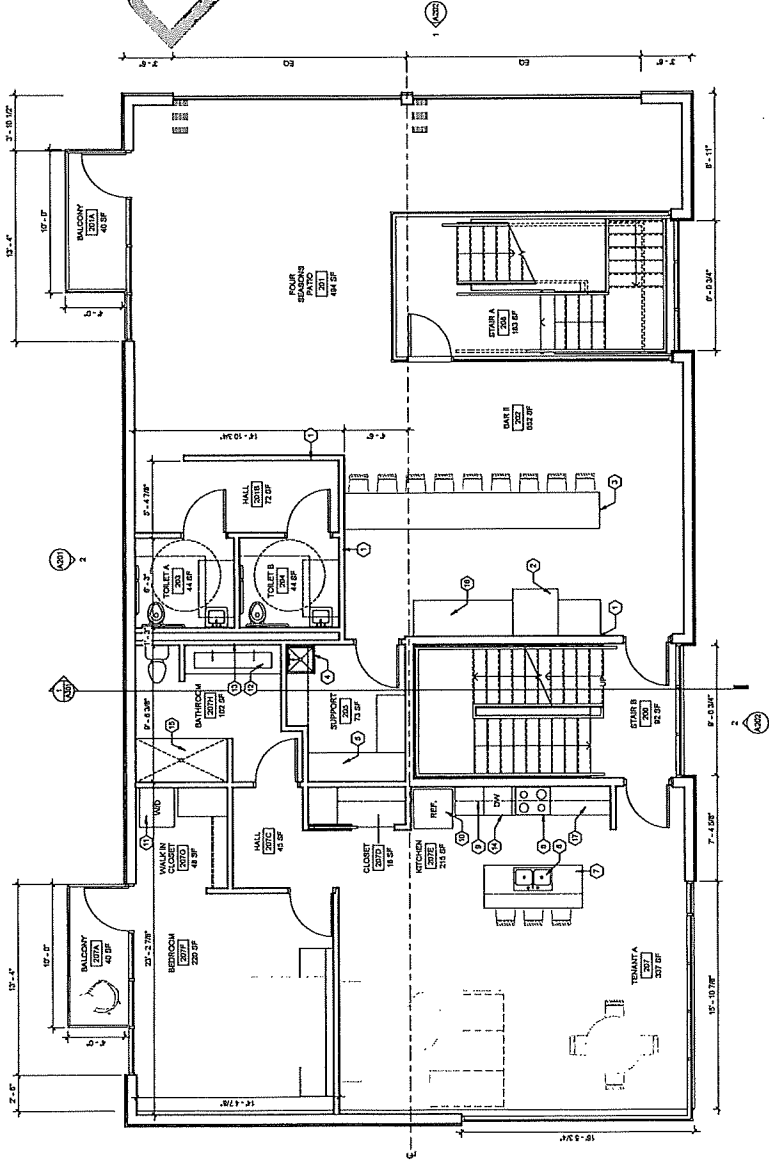
FINISH PLAN GENERAL NOTES:

1. PAINT ALL WALLS FULL HEIGHT, TYP.
2. POLISHED CONCRETE W/ RUBBER BASED, TYP.
3. CERAMIC TILE AT ALL WALLS IN ROOM 103, 104, 200, 204, AND 207H.
4. NEW CONCRETE FILLED METAL PAN STAIRS W/ STEEL GUARDRAIL AND STEEL HANDRAIL.
5. RED-BATTED INSULATED FLOOR THROUGHOUT TYPICAL SPACE 207 - BASE OF BEARING WALLS TO BE 8" DIA.
6. FIBERGLASS REINFORCED PANELS AT WALLS TO 8'4" A.F.F., TYP. IN ROOMS 101, 200, 300.

KEYED NOTES:

1. CERAMIC WALL TILE
2. CERAMIC WALL TILE
3. CERAMIC WALL TILE
4. CERAMIC WALL TILE
5. CERAMIC WALL TILE
6. CERAMIC WALL TILE
7. CERAMIC WALL TILE
8. CERAMIC WALL TILE
9. CERAMIC WALL TILE
10. CERAMIC WALL TILE
11. CERAMIC WALL TILE
12. CERAMIC WALL TILE
13. CERAMIC WALL TILE
14. CERAMIC WALL TILE
15. CERAMIC WALL TILE
16. CERAMIC WALL TILE
17. CERAMIC WALL TILE

ARO EBERLE ARCHITECTS



1 SECOND FLOOR PLAN
1/8" = 1'-0"

No.	Description	Date

SB TERRACE
 Shulgess Bay, WI 54235
SECOND FLOOR PLAN

PR	DATE	BY
	01/16/2021	
	04/16/2021	

A102

KEYED NOTES	
1	ROOF ASSEMBLY: CORRUGATED METAL ROOF WITH SHEET METAL DRAINAGE
2	WOOD FLOOR OVER WATER BARRIER OVER FAYWOOD BRIGHAM PLASTER WALL
3	PLASTER WALL
4	WOOD FLOOR
5	WOOD DECKING
6	VERTICAL CEDAR SIDING
7	PORCELAIN TILE AT EDGE OF STAIR ENCLOSURE

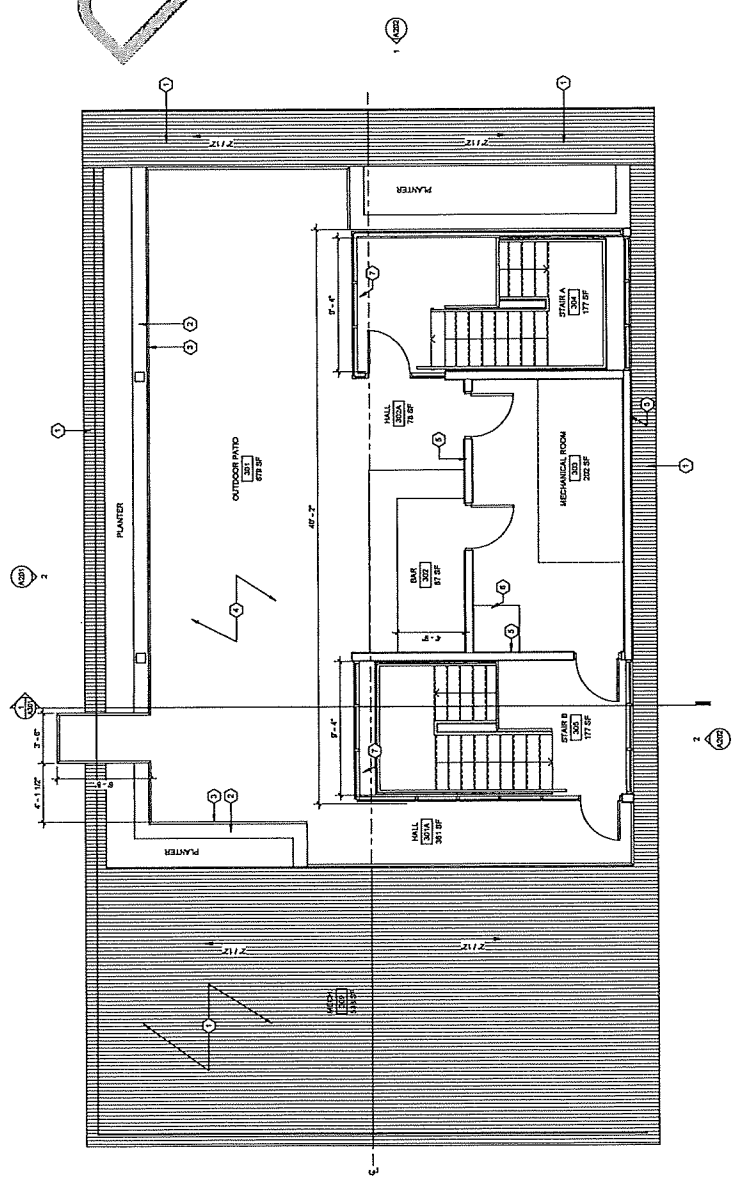
FLOOR PLAN GENERAL NOTES:

1. SITE DATUM OF 842.5' = FLOOR EL. 100'-0" ON ARCHITECTURAL DRAWING.
2. ALL FINISHES ARE TO BE SHOWN UNLESS NOTED OTHERWISE.
3. DIMENSIONS ON FLOOR PLAN ARE BASED ON FACE OF FINISH WALL TO FINISHED WALL (NORMAL).

FINISH PLAN GENERAL NOTES:

1. PAINT ALL WALLS FULL HEIGHT, TYP.
2. POLISHED CONCRETE W/ RUBBER BASE, TYP.
3. CERAMIC TILE AT ALL WALLS IN ROOM 103, 104, 303, 304, AND 207H.
4. NEW CONCRETE FILLER METAL PAN STAIRS W/ STEEL GUARDRAIL AND FITTED HANDRAIL.
5. REPAIRED RESILIENT FLOOR THROUGHOUT TENANT SPACE, 207 - BASES OF DESIGN PATENT ELEVATOR.
6. FIBERGLASS REINFORCED PANELS ALL WALLS TO 6'4" A.F.F., TYP. IN ROOM 101, 205, 303.

DRAFT



No.	Description	Date

SB TERRACE
Sturgeon Bay, WI 54235
ROOF PLAN

PR	
Project number	ONE25-01
Date	04/16/2021

A103

1 THIRD FLOOR / ROOF PLAN
10'-0" x 14'-0"

CITY OF STURGEON BAY
WEST SIDE WATERFRONT
FUTURE DEVELOPMENT SITES

JULY, 2020
SHEET
1 OF 1

WESTSIDE WATERFRONT
FUTURE DEVELOPMENT SITES

N

SCALE
0 30 60
FEET

