



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, AUGUST 16, 2022
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. Public Comment on agenda items only.
6. Presentation re: Granary Update
7. Consideration of the following bills: General Fund – \$187,110.55, Capital Fund - \$76,167.55, Cable TV - \$23.92, TID #4 - \$1,489.55, TID #5 - \$10,162.00, Solid Waste Enterprise Fund - \$16,925.86, and Compost Site Enterprise Fund - \$110.00 for a grand total of \$291,989.43. [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 8/2/22 regular Common Council minutes.

*b. Place the following minutes on file:

- (1) Community Protection & Services Committee – 7/6/22
- (2) Aesthetic Design & Site Plan Review Board – 7/25/22
- (3) Finance/Purchasing & Building Committee – 7/26/22
- (4) Personnel Committee – 7/28/22
- (5) Cable Communication System Advisory Council – 8/3/22
- (6) Community Protection & Services Committee – 8/3/22

*c. Place the following reports on file:

- (1) Fire Department Report – June 2022
- (2) Police Department Report – July 2022

*d. Consideration of: Beverage Operator's licenses.

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

*f. Consideration of: Approval of Street Closure Application for Sunshine House Inc.

***g. Consideration of: Approval of Street Closure Application for Door County Medical Center.**

9. Mayoral Appointments.

10. Consideration of: Approval of Revised Development Agreement and Donation Agreement with WWP Development (Sturgeon Bay Plaza.)

11. Finance/Purchasing & Building Committee recommendation re: Approve the lease of City land at Big Hill Park with US Cellular for new cell tower, subject to finalization of details by staff and approval by City Attorney.

12. Personnel Committee recommendation re: Hire Part-Time Administrative Assistant for Fire Department with a hire date of November 1, 2022, if funds are found within the 2022 Budget and allow City Administrator to approve the fund transfer. If funds are not available in 2022, to include the position cost in the 2023 budget.

13. Community Protection & Services Committee recommendation re: Issue a Class B Liquor license to 1. Amagma, LLC and 2. BH Canvas, LLC.

14. Consideration of: Right of way acquisition of real estate connecting Grant Avenue and Sawyer Drive.

15. City Administrator report.

16. Mayor's report.

17. 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: Right of way acquisition of real estate connecting Grant Avenue and Sawyer Drive.

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 Council may adjourn in closed session.

18. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 8.12.22

Time: 12:00pm

By: WM

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.

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7.

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

7.

INVOICES DUE ON/BEFORE 08/16/2022

| VENDOR # | NAME | ITEM DESCRIPTION | ACCOUNT # | AMOUNT DUE |
|--|--------------------------------|-------------------------------|------------------|------------|
| GENERAL FUND | | | | |
| GENERAL FUND | | | | |
| LIABILITIES | | | | |
| R0001747 | JANDU PETROLEUM #2 | OVERPAYMENT/JANDU #2 | 01-000-000-23169 | 65.07 |
| R0001748 | HILLCREST COURT | TREE DEPOSIT REFUND/HILLCREST | 01-000-000-23163 | 400.00 |
| TOTAL LIABILITIES | | | | 465.07 |
| BALLFIELD LIGHTING | | | | |
| WPPI ENG | WPPI ENERGY | 08/22 ATHLETIC LIGHT PROJECT | 01-000-981-70000 | 1,365.39 |
| TOTAL BALLFIELD LIGHTING | | | | 1,365.39 |
| TOTAL GENERAL FUND | | | | 1,830.46 |
| CITY CLERK-TREASURER | | | | |
| 17700 | QUILL CORPORATION | BINDERS | 01-115-000-51950 | 71.92 |
| 9535 | IIMC | ANNL MEMBER FEE/REINHARDT | 01-115-000-56000 | 175.00 |
| APT | ASSOC. OF PUBLIC TREASURERS | MEMBER RENEWAL/CLARIZIO | 01-115-000-56000 | 159.00 |
| BUBRICKS | BUBRICK'S COMPLETE OFFICE, INC | AA BATTERIES/DYMO LABELS | 01-115-000-51950 | 106.34 |
| TOTAL | | | | 512.26 |
| TOTAL CITY CLERK-TREASURER | | | | 512.26 |
| COMPUTER | | | | |
| 03101 | CDW GOVERNMENT, INC. | 2 24" MONITORS | 01-125-000-55550 | 299.16 |
| 04696 | DOOR COUNTY TREASURER | 07/22 INTERNET | 01-125-000-55550 | 100.00 |
| 04696 | | 07/22 TECH SUPPORT | 01-125-000-55550 | 4,166.67 |
| 04696 | | 07/22 4G INTERNET | 01-125-000-55550 | 350.00 |
| TOTAL | | | | 4,915.83 |
| TOTAL COMPUTER | | | | 4,915.83 |
| CITY ASSESSOR | | | | |
| ASSO APP | ASSOCIATED APPRAISALS | 08/22 CONTRACT | 01-130-000-55010 | 4,916.67 |
| TOTAL | | | | 4,916.67 |
| TOTAL CITY ASSESSOR | | | | 4,916.67 |
| BUILDING/ZONING CODE ENFORCEMENT | | | | |
| DCI | DOOR COUNTY INSPECTIONS, LLC | 07/22 PERMITS | 01-140-000-55010 | 6,762.28 |
| TOTAL | | | | 6,762.28 |
| TOTAL BUILDING/ZONING CODE ENFORCEMENT | | | | 6,762.28 |
| MUNICIPAL SERVICES ADMIN. | | | | |

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|-----------------------------------|--------------------------------|------------------------------|------------------|------------|
| ----- | | | | |
| GENERAL FUND | | | | |
| FARRELL | FARRELL EQUIPMENT & SUPPLY INC | 6 SAFETY VESTS | 01-145-000-55605 | 71.94 |
| TOTAL | | | | 71.94 |
| TOTAL MUNICIPAL SERVICES ADMIN. | | | | 71.94 |
| PUBLIC WORKS ADMINISTRATION | | | | |
| 04696 | DOOR COUNTY TREASURER | MSHA TRAINING | 01-150-000-55600 | 306.51 |
| 17700 | QUILL CORPORATION | OFFICE SUPPLIES | 01-150-000-51950 | 163.33 |
| PULSE | PENINSULA PULSE | ADVERTISING | 01-150-000-54999 | 158.40 |
| TOTAL | | | | 628.24 |
| TOTAL PUBLIC WORKS ADMINISTRATION | | | | 628.24 |
| CITY HALL | | | | |
| VIKING | VIKING ELECTRIC SUPPLY, INC | PHOTOCELL | 01-160-000-51750 | 21.31 |
| WARNER | WARNER-WEXEL LLC | GLASS CLEANER | 01-160-000-51850 | 62.16 |
| TOTAL | | | | 83.47 |
| TOTAL CITY HALL | | | | 83.47 |
| INSURANCE | | | | |
| MCCLONE | MCCLONE AGENCY, INC | 09/22 WORK COMP | 01-165-000-58750 | 11,063.00 |
| MCCLONE | | 09/22 GEN LIABILITY | 01-165-000-56400 | 2,661.00 |
| MCCLONE | | 09/22 POLICE LIABILITY | 01-165-000-57150 | 1,424.00 |
| MCCLONE | | 09/22 PUBLIC OFFCL LIABILITY | 01-165-000-57400 | 2,263.00 |
| MCCLONE | | 09/22 CYBER LIABILITY | 01-165-000-55450 | 322.00 |
| MCCLONE | | 09/22 AUTO LIABILITY | 01-165-000-55200 | 1,564.00 |
| MCCLONE | | 09/22 AUTO PHYSICAL DAMAGE | 01-165-000-55200 | 2,404.00 |
| TOTAL | | | | 21,701.00 |
| TOTAL INSURANCE | | | | 21,701.00 |
| GENERAL EXPENDITURES | | | | |
| 04696 | DOOR COUNTY TREASURER | 07/22 CITY HALL PHONE SVC | 01-199-000-58200 | 42.41 |
| 04696 | | 07/22 FIRE PHONE SVC | 01-199-000-58200 | 16.19 |
| 04696 | | 07/22 MUN SVC PHONE SVC | 01-199-000-58200 | 16.04 |
| 04696 | | 07/22 POLICE PHONE SVC | 01-199-000-58200 | 19.48 |
| PULSE | PENINSULA PULSE | 07/22 PUBLICATIONS | 01-199-000-57450 | 494.33 |
| TOTAL | | | | 588.45 |
| TOTAL GENERAL EXPENDITURES | | | | 588.45 |

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|-------------------------------------|--------------------------------|--------------------------------|------------------|------------|
| GENERAL FUND | | | | |
| POLICE DEPARTMENT | | | | |
| 04150 | DEJARDIN CLEANERS LLC | UNIFORM LAUNDER/BRINKMAN | 01-200-000-56800 | 8.75 |
| 15890 | PACK AND SHIP PLUS | SHIP TO FRESHWATER SYSTEMS | 01-200-000-57250 | 14.61 |
| BUBRICKS | BUBRICK'S COMPLETE OFFICE, INC | MISC OFFICE SUPPLIES | 01-200-000-51950 | 59.05 |
| TOTAL | | | | 82.41 |
| TOTAL POLICE DEPARTMENT | | | | 82.41 |
| POLICE DEPARTMENT/PATROL | | | | |
| 02005 | BAY ELECTRONICS, INC. | RADIO REPAIR | 01-215-000-57550 | 52.50 |
| CRABB | ANDREW CRABB | WORK BOOT REIMBURSE/CRABB | 01-215-000-52900 | 100.00 |
| JIM FORD | JIM OLSON FORD-LINCOLN, LLC | SQUAD 80 MAINTENANCE | 01-215-000-58600 | 21.00 |
| JIM FORD | | EXPLORER MAINTENANCE | 01-215-000-58600 | 346.26 |
| JIM FORD | | SQUAD 30 MAINTENANCE | 01-215-000-58600 | 54.66 |
| JIM FORD | | SQUAD 80 MAINTENANCE | 01-215-000-58600 | 654.88 |
| JIM FORD | | SQUAD 10 MAINTENANCE | 01-215-000-58600 | 484.70 |
| JIM FORD | | SQUAD 30 MAINTENANCE | 01-215-000-58600 | 21.00 |
| JIM FORD | | INV VEHICLE MAINTENANCE | 01-215-000-58600 | 50.65 |
| NELSON | NELSON TACTICAL | 2 UNIFORM PANTS/ENGEBOSE | 01-215-000-52900 | 210.00 |
| TOTAL | | | | 1,995.65 |
| TOTAL POLICE DEPARTMENT/PATROL | | | | 1,995.65 |
| POLICE DEPT. / INVESTIGATIONS | | | | |
| ACCURINT | LEXISNEXIS RISK SOLUTIONS | 07/22 CONTRACT FEE | 01-225-000-57950 | 110.78 |
| TOTAL | | | | 110.78 |
| TOTAL POLICE DEPT. / INVESTIGATIONS | | | | 110.78 |
| FIRE DEPARTMENT | | | | |
| FIRE DEPARTMENT | | | | |
| 02005 | BAY ELECTRONICS, INC. | PORTABLE BATTERIES/KNOBS | 01-250-000-57550 | 374.18 |
| 03806 | CUMMINS NPOWER, LLC | E6516 FUEL SUPPLY HOSE & LABOR | 01-250-000-53000 | 1,313.24 |
| 04575 | DOOR COUNTY HARDWARE | FASTENERS | 01-250-000-54999 | 23.03 |
| 04575 | | WEED KILLER | 01-250-000-54999 | 14.99 |
| 04575 | | HOSE CONNECTOR/LEADER HOSE | 01-250-000-54999 | 27.98 |
| 04575 | | COUPLER BRASS | 01-250-000-54999 | 8.59 |
| 04575 | | INSECT KILLER | 01-250-000-54999 | 17.98 |
| 04575 | | BATTERY/DUCT TAPE | 01-250-000-54999 | 36.56 |
| 04575 | | WASP/HORNET KILLER | 01-250-000-54999 | 16.77 |
| 04575 | | MULCH/VINEGAR | 01-250-000-54999 | 24.96 |
| 04575 | | PAINT PEN/BATTERY | 01-250-000-54999 | 28.57 |
| 04575 | | THREAD SEAL TAPE/PIPE THREAD | 01-250-000-54999 | 10.57 |
| 04575 | | SMART FILTER | 01-250-000-54999 | 49.98 |
| 04575 | | MICRO TORCH/MOUNTING TAPE | 01-250-000-54999 | 43.98 |
| 04575 | | PLUG | 01-250-000-54999 | 2.39 |
| 18448 | RENNERTS FIRE EQUIP SER INC | EJECT BOOTS | 01-250-000-53000 | 60.83 |
| GENERAL | GENERAL COMMUNICATIONS, INC. | LIGHT REPLACEMENT CH701 | 01-250-000-53000 | 255.00 |
| GENERAL | | PORTABLES | 01-250-000-57550 | 467.00 |

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|-------------------------------------|--------------------------------|------------------------|------------------|------------|
| GENERAL FUND | | | | |
| FIRE DEPARTMENT | | | | |
| FIRE DEPARTMENT | | | | |
| MILTON | MILTON PROPANE | PROPANE | 01-250-000-54999 | 123.17 |
| O'REILLY | O'REILLY AUTO PARTS-FIRST CALL | SENSORS | 01-250-000-53000 | 232.44 |
| O'REILLY | | CREDIT RETURN | 01-250-000-53000 | -104.94 |
| O'REILLY | | DEF | 01-250-000-53000 | 13.99 |
| TOTAL FIRE DEPARTMENT | | | | 3,041.26 |
| TOTAL FIRE DEPARTMENT | | | | 3,041.26 |
| STORM SEWERS | | | | |
| 10750 | PREMIER CONCRETE INC | CONCRETE | 01-300-000-51150 | 642.50 |
| 10750 | | CONCRETE DELIVERED | 01-300-000-51150 | 1,315.75 |
| 14825 | NORTHEAST ASPHALT INC | HOT MIX ASPHALT | 01-300-000-51150 | 1,593.56 |
| TOTAL | | | | 3,551.81 |
| TOTAL STORM SEWERS | | | | 3,551.81 |
| LARGE ITEM PICKUP / LEAF COLL | | | | |
| GFLENVIR | GFL ENVIRONMENTAL, INC | 2 MICROWAVES | 01-311-000-58400 | 80.00 |
| GFLENVIR | | 1 TV | 01-311-000-58400 | 38.00 |
| GFLENVIR | | 1 FREON UNIT | 01-311-000-58400 | 60.00 |
| TOTAL | | | | 178.00 |
| TOTAL LARGE ITEM PICKUP / LEAF COLL | | | | 178.00 |
| STREET SWEEPING | | | | |
| MACQUEEN | MACQUEEN EQUIPMENT, LLC | BEARINGS/BRACKETS/PINS | 01-330-000-51400 | 885.51 |
| R0000655 | TRANSMOTION, LLC | HOSE | 01-330-000-51400 | 137.69 |
| R0000655 | | FEMALE FITTING | 01-330-000-51400 | 19.84 |
| R0000655 | | FEMALE SWV FITTING | 01-330-000-51400 | 48.77 |
| TOTAL | | | | 1,091.81 |
| TOTAL STREET SWEEPING | | | | 1,091.81 |
| ROADWAYS/STREETS | | | | |
| 04696 | DOOR COUNTY TREASURER | DEER PICK UP | 01-400-000-54999 | 80.50 |
| 14826 | NORTHEAST ASPHALT, INC. | 4.01 TON ASPHALT | 01-400-000-52200 | 320.80 |
| TOTAL | | | | 401.30 |
| TOTAL ROADWAYS/STREETS | | | | 401.30 |
| SNOW REMOVAL | | | | |
| SNOW REMOVAL | | | | |

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CITY OF STURGEON BAY
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|-----------------------------------|------------------------------|--------------------------------|------------------|------------|
| ----- | | | | |
| GENERAL FUND | | | | |
| SNOW REMOVAL | | | | |
| SNOW REMOVAL | | | | |
| R0000655 | TRANSMOTION, LLC | COUPLERS | 01-410-000-51400 | 383.30 |
| R0000655 | | NIPPLE ASSEMBLY | 01-410-000-51400 | 154.15 |
| R0000655 | | FREIGHT | 01-410-000-51400 | 18.29 |
| TOTAL SNOW REMOVAL | | | | 555.74 |
| TOTAL SNOW REMOVAL | | | | 555.74 |
| STREET SIGNS AND MARKINGS | | | | |
| 04276 | DIAMOND VOGEL PAINT CENTER | 24 PAILS WHITE TRAFFIC PAINT | 01-420-000-52100 | 2,266.80 |
| 04696 | DOOR COUNTY TREASURER | SIGNS | 01-420-000-52600 | 31.99 |
| 19275 | SHERWIN WILLIAMS | PUMP PROTECTION | 01-420-000-52100 | 24.68 |
| TOTAL | | | | 2,323.47 |
| TOTAL STREET SIGNS AND MARKINGS | | | | 2,323.47 |
| STREET MACHINERY | | | | |
| 04545 | DOOR COUNTY COOPERATIVE/NAPA | MIXED GAS | 01-450-000-53000 | 92.15 |
| 06012 | FASTENAL COMPANY | HARDWARE | 01-450-000-52150 | 1.13 |
| 06012 | | HARDWARE | 01-450-000-52150 | 7.11 |
| JIM FORD | JIM OLSON FORD-LINCOLN, LLC | FRONT ELECTRONIC CONTROLLER | 01-450-000-52150 | 316.25 |
| TOTAL | | | | 416.64 |
| TOTAL STREET MACHINERY | | | | 416.64 |
| CITY GARAGE | | | | |
| AMERWELD | AMERICAN WELDING & GAS, INC | MONTHLY TANK RENTAL | 01-460-000-58999 | 161.51 |
| TOTAL | | | | 161.51 |
| TOTAL CITY GARAGE | | | | 161.51 |
| CELEBRATION & ENTERTAINMENT | | | | |
| R0000807 | MARK THIEDE | 2022 3RD HARMONY INSTALL | 01-480-000-58999 | 9,666.66 |
| TOTAL | | | | 9,666.66 |
| TOTAL CELEBRATION & ENTERTAINMENT | | | | 9,666.66 |
| HIGHWAYS - GENERAL | | | | |
| CHRISTEN | CHARLES N. CHRISTENSEN | WORK BOOT REIMBURSE/CHRISTENSN | 01-499-000-56800 | 174.08 |
| TOTAL | | | | 174.08 |
| TOTAL HIGHWAYS - GENERAL | | | | 174.08 |

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CITY OF STURGEON BAY
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| VENDOR # | NAME | ITEM DESCRIPTION | ACCOUNT # | AMOUNT DUE |
|-------------------------------|-------------------------------|--------------------------------|------------------|------------|
| GENERAL FUND | | | | |
| PARK & RECREATION ADMIN | | | | |
| 23200 | WDOR | HARMONY ON THE BAY ADVERTISING | 01-500-000-52250 | 140.00 |
| CASE COM | CASE COMMUNICATIONS | HARMONY ON THE BAY ADVERTISING | 01-500-000-52250 | 298.75 |
| TOTAL | | | | 438.75 |
| TOTAL PARK & RECREATION ADMIN | | | | 438.75 |
| PARKS AND PLAYGROUNDS | | | | |
| 03025 | CAPTAIN COMMODOES INC | PORT A POTTI-DOG PARK | 01-510-000-58999 | 110.00 |
| 13049 | MAY'S SPORT CENTER | SPRING | 01-510-000-51900 | 14.27 |
| 13360 | MENARDS-GREEN BAY EAST | BEEBLE TRAPS/BAIT | 01-510-000-54999 | 46.38 |
| WILLEMS | WILLEMS LANDSCAPE SERVICE | PLAYGROUND MULCH & DELIVERY | 01-510-000-51760 | 900.00 |
| WILLEMS | | PLAYGROUND MULCH & DELIVERY | 01-510-000-51760 | 900.00 |
| TOTAL | | | | 1,970.65 |
| TOTAL PARKS AND PLAYGROUNDS | | | | 1,970.65 |
| MUNICIPAL DOCKS | | | | |
| 20070 | TAPCO | MONTHLY HOSTING FEE | 01-550-000-58999 | 50.00 |
| TOTAL | | | | 50.00 |
| TOTAL MUNICIPAL DOCKS | | | | 50.00 |
| WATER WEED MANAGEMENT | | | | |
| 01675 | AQUARIUS SYSTEMS | SHORE CONVEYOR ENGINE | 01-560-000-51400 | 4,598.30 |
| 03025 | CAPTAIN COMMODOES INC | PORT A POTTI/HRVSTR SHORE SITE | 01-560-000-58999 | 110.00 |
| TOTAL | | | | 4,708.30 |
| TOTAL WATER WEED MANAGEMENT | | | | 4,708.30 |
| TOTAL GENERAL FUND | | | | 72,929.42 |
| CAPITAL FUND | | | | |
| COMPUTER | | | | |
| AMPLITEL | AMPLITEL TECHNOLOGIES, LLC | PS CAMERA UPGRADE | 10-125-000-59000 | 17,150.41 |
| TOTAL | | | | 17,150.41 |
| TOTAL COMPUTER | | | | 17,150.41 |
| CITY HALL | | | | |
| CITY HALL EXPENSE | | | | |
| 05500 | ENERGY CONTROL AND DESIGN INC | BOILER REPAIR/PARTS-LABOR | 10-160-000-59999 | 1,875.52 |
| 13360 | MENARDS-GREEN BAY EAST | SINK/VALVE/COUNTERTOP-BREAKRM | 10-160-000-59040 | 510.92 |

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|--------------------------------------|----------------------------|--------------------------------|------------------|------------|
| CAPITAL FUND | | | | |
| CITY HALL EXPENSE | | | | |
| CITY HALL EXPENSE | | | | |
| WISCO | WISCOLIFT, INC | OVERHEAD CRANE REPAIR/PARTS | 10-160-000-59999 | 2,137.62 |
| TOTAL CITY HALL EXPENSE | | | | 4,524.06 |
| TOTAL CITY HALL | | | | 4,524.06 |
| ROADWAYS/STREETS | | | | |
| ROADWAYS/STREETS | | | | |
| R0000421 | WI DEPT OF TRANSPORTATION | HWY 42/57 INTERSECTIONS | 10-400-000-59095 | 30,254.96 |
| TOTAL ROADWAYS/STREETS | | | | 30,254.96 |
| ANNUAL RESURFACING & BASE REP. | | | | |
| LILY BAY | LILY BAY SAND & GRAVEL LLC | S 16TH PLACE ROAD BASE REPLACE | 10-400-110-59095 | 19,042.80 |
| TOTAL ANNUAL RESURFACING & BASE REP. | | | | 19,042.80 |
| TOTAL ROADWAYS/STREETS | | | | 49,297.76 |
| PARKS AND PLAYGROUNDS | | | | |
| PARKS AND PLAYGROUNDS | | | | |
| 06580 | FOTH AND VAN DYKE | PROJECT MANAGEMENT | 10-510-000-59025 | 848.30 |
| 06580 | | GRANT ADMIN & SUPPORT | 10-510-000-59025 | 524.20 |
| 06580 | | PROJECT MANAGEMENT | 10-510-000-59025 | 561.70 |
| 06580 | | CONSULTANTS | 10-510-000-59025 | 379.50 |
| 06580 | | BIDDING & AWARD | 10-510-000-59025 | 1,793.50 |
| 06580 | | TESTING | 10-510-000-59025 | 214.50 |
| 06580 | | EXEMPTION REQUEST | 10-510-000-59025 | 623.50 |
| 12100 | LAMPERT YARDS INC | 6-1"X8"X8' PINE | 10-510-000-59075 | 109.26 |
| 12100 | | SHINGLE | 10-510-000-59075 | 99.50 |
| 12100 | | FURRING STRIP | 10-510-000-59075 | 41.36 |
| TOTAL PARKS AND PLAYGROUNDS | | | | 5,195.32 |
| TOTAL PARKS AND PLAYGROUNDS | | | | 5,195.32 |
| TOTAL CAPITAL FUND | | | | 76,167.55 |
| CABLE TV | | | | |
| CABLE TV / GENERAL | | | | |
| CABLE TV / GENERAL | | | | |
| 15890 | PACK AND SHIP PLUS | EQUIPMENT REPAIR SHIPPING | 21-000-000-56250 | 23.92 |
| TOTAL CABLE TV / GENERAL | | | | 23.92 |
| TOTAL CABLE TV / GENERAL | | | | 23.92 |
| TOTAL CABLE TV | | | | 23.92 |
| TID #4 DISTRICT | | | | |
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| VENDOR # | NAME | ITEM DESCRIPTION | ACCOUNT # | AMOUNT DUE |
|------------------------------------|--------------------------|--------------------------------|------------------|------------|
| ----- | | | | |
| TID #4 DISTRICT | | | | |
| TID #4 DISTRICT | | | | |
| TID #4 DISTRICT | | | | |
| BOARD | BOARD OF COMMISSIONERS | WTRFRNT LEASE #180 | 28-340-000-55001 | 200.00 |
| CEDARCO | CEDAR CORPORATION | WEST WTRFRONT CONSTRUCT PHASE | 28-340-000-58999 | 1,289.55 |
| TOTAL TID #4 DISTRICT | | | | 1,489.55 |
| TOTAL TID #4 DISTRICT | | | | 1,489.55 |
| TOTAL TID #4 DISTRICT | | | | 1,489.55 |
| TID #5 DISTRICT | | | | |
| TID #5 DISTRICT | | | | |
| TID #5 DISTRICT | | | | |
| EMC | ENVIRONMENTAL MANAGEMENT | PRE DEMO INSPECT-SUNSET SCHOOL | 29-350-000-59143 | 5,860.00 |
| ROBBROTH | ROBINSON BROTHERS | ASBESTOS ABATEMENT/SUNSET | 29-350-000-59143 | 4,302.00 |
| TOTAL TID #5 DISTRICT | | | | 10,162.00 |
| TOTAL TID #5 DISTRICT | | | | 10,162.00 |
| TOTAL TID #5 DISTRICT | | | | 10,162.00 |
| SOLID WASTE ENTERPRISE | | | | |
| SOLID WASTE ENTERPRISE FUND | | | | |
| SOLID WASTE ENTERPRISE FUND | | | | |
| GFLNVIR | GFL ENVIRONMENTAL, INC | 233.67 TON GARBAGE | 60-000-000-58300 | 15,714.37 |
| GFLNVIR | | 75.51 TON RECYCLE | 60-000-000-58350 | 1,187.02 |
| ONESOURC | ONESOURCE PARTS | TOGGLE SWITCH | 60-000-000-53000 | 5.63 |
| ONESOURC | | SHIPPING | 60-000-000-53000 | 18.84 |
| TOTAL SOLID WASTE ENTERPRISE FUND | | | | 16,925.86 |
| TOTAL SOLID WASTE ENTERPRISE FUND | | | | 16,925.86 |
| TOTAL SOLID WASTE ENTERPRISE | | | | 16,925.86 |
| COMPOST SITE ENTERPRISE FUND | | | | |
| COMPOST SITE ENTERPRISE FUND | | | | |
| COMPOST SITE ENTERPRISE FUND | | | | |
| 03025 | CAPTAIN COMMODES INC | PORT A POTTI-COMPOST SITE | 64-000-000-58999 | 110.00 |
| TOTAL COMPOST SITE ENTERPRISE FUND | | | | 110.00 |
| TOTAL COMPOST SITE ENTERPRISE FUND | | | | 110.00 |
| TOTAL COMPOST SITE ENTERPRISE FUND | | | | 110.00 |
| TOTAL ALL FUNDS | | | | 177,808.30 |

MANUAL CHECKS

| | |
|-------------------------------------|---------------------|
| WISCONSIN PUBLIC SERVICE | \$263.82 |
| 08/01/2022 | |
| Check # 90621 | |
| 07/22 Statement Charges | |
| Various Departmental Accounts | |
| | |
| EBC | \$181.00 |
| 08/01/22 | |
| Check #90622 | |
| 07/22 FSA/PEB/COBRA | |
| 01-600-000-50510 | |
| | |
| SUN LIFE FINANCIAL | \$2,224.33 |
| 08/01/2022 | |
| Check # 90623 | |
| 08/22 Short- & Long-Term Disability | |
| 01-000-000-21545 | |
| | |
| EFT GROUP INSURANCE | \$111,511.98 |
| 08/01/2022 | |
| Check # 90624 | |
| 08/22 Health Insurance | |
| Various Departmental Accounts | |
| | |
| TOTAL MANUAL CHECKS | \$114,181.13 |

DATE: 08/09/1922
TIME: 14:12:09
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 08/16/2022

| VENDOR # | NAME | ITEM DESCRIPTION | ACCOUNT # | AMOUNT DUE |
|-------------------|------------------------------|------------------|-----------|------------|
| ----- | | | | |
| SUMMARY OF FUNDS: | | | | |
| | GENERAL FUND | 72,929.42 | | 187,110.55 |
| | CAPITAL FUND | 76,167.55 | | |
| | CABLE TV | 23.92 | | |
| | TID #4 DISTRICT | 1,489.55 | | |
| | TID #5 DISTRICT | 10,162.00 | | |
| | SOLID WASTE ENTERPRISE | 16,925.86 | | |
| | COMPOST SITE ENTERPRISE FUND | 110.00 | | |
| | | ----- | | |
| | TOTAL --- ALL FUNDS | 177,808.30 | | 291,989.43 |

Helen Bacon July 9 2022
Jan Aik 8/9/2022

COMMON COUNCIL
August 2, 2022

A meeting of the Common Council was called to order at 6:00 p.m. by Mayor Ward. The Pledge of Allegiance was recited. Roll call: Bacon, Statz, Williams, Gustafson, Nault, Wiederanders and Reeths were present.

Williams/Gustafson to adopt the agenda. Carried.

The following people spoke during public comment: Mike Langenhorst, 15 Utopia Circle; Kent Wickmann, 1358 Memorial Drive; John Wiese, 1222 Memorial Drive; Bill Mundy, 6460 Whitefish Bay Road; and Tim Graul, 354 S 15th Court.

Ryan Londo, Harbor Master/Aquatic Water Weeds Manager for the City of Sturgeon Bay, gave presentation on the Aquatic Plants and Aquatic Plants Harvesting.

Bacon/Wiederanders to approve following bills: General Fund – \$110,504.16, Capital Fund - \$47,272.98, Cable TV - \$6,211.09, and Solid Waste Enterprise Fund - \$24,780.63 for a grand total of \$188,768.86. Roll call: All voted aye. Carried.

Nault/Reeths to approve consent agenda:

- a. Approval of 7/19/22 regular Common Council minutes.
- b. Place the following minutes on file:
 - (1) Parking & Traffic Committee – 7/11/22
 - (2) Finance/Purchasing & Building Committee – 7/12/22
- c. Place the following reports on file:
 - (1) Bank Reconciliation – June 2022
 - (2) Revenue & Expense Report – June 2022
- d. Consideration of: Approval of Beverage Operator's licenses.
- e. Consideration of: Approval of Class B Beer license.
- f. Consideration of: Approval of Temporary Class B Beer licenses and Temporary Class B Wine licenses.
- g. Parking & Traffic Committee recommendation re: Approve removing the handicap parking space located on 5th Avenue in front of White Lace Inn.
- h. Finance/Purchasing & Building Committee recommendation re: Approve request from Sturgeon Bay Lions Club to waive park shelter reservation fee and alcohol public consumption permit fees for August 18, 2022.

Carried.

The Mayor presented the following appointments:

CABLE COMMUNICATION SYSTEM ADVISORY COUNCIL

Robert Moellenberndt

Williams/Gustafson to confirm. Carried.

City Administrator VanLieshout introduced American Transmission company T-46 Underground Cable Project. ATC carried the electric load throughout the county and constructed underground cable from Sturgeon Bay's west side to the east side. ATC sent record of the final easement location, asked the City to record and vacate the previous recorded easement. The mapped location of the new easement parallels the previous easement and encroached further on the buildable area of one of the west waterfront lots. Council members will further discuss in closed session.

City Administrator VanLieshout gave his report.

Mayor Ward gave his report.

After Mayor Ward announced the statutory basis, Wiederanders/Nault to convene in closed session in accordance with the following exemption: Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. Wis. Stats. 19.85(1)(g)

- a. Consideration of: American Transmission Company T-46 Underground Cable Project.

Roll call: Carried. The meeting moved to closed session at 6:47 pm and adjourned at 7:17 pm.

Respectfully submitted,



Laurie A. Spittlemeister
Deputy Clerk/Treasurer

COMMUNITY PROTECTION & SERVICES COMMITTEE

July 6, 2022

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:** Ald. Williams, Ald. Reeths and Ald. Wiederanders were present. Also present from City Departments was Mr. VanLieshout.

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

1. Roll Call
2. Adoption of Agenda
3. Approval of Minutes June 1, 2022
4. Public Comment on Agenda Items
5. Consideration of: Request from 112 S. 3rd Ave, LLC (Clarence Cumber) to hold a Combination Class B Liquor license for potential development at 112 South Third Avenue.
6. Consideration of: Liquor Licenses
7. Adjourn

All Ayes. Carried.

Approval of Meeting Minutes

Moved by Ald. Reeths, seconded by Ald. Wiederanders to approve the June 1, 2022 minutes. All Ayes. Carried.

Public Comment

None.

Request from 112 S. 3rd Avenue, LLC

Butch Burns: 711 S. Norway Avenue, Green Bay, WI

Great Lakes Business Group is working with an architect firm to develop the area at this location. The intent is to look at building a three story, full service restaurant with housing on the second and third floors. A request to hold the license previously held by Butch's Bar was discussed. No plans have been presented or passed through other committees as of this meeting.

Options to hold a Class B Beer & Class B Liquor license for future development at this location are:

- Do not issue a license and deny the application.
- Issue a license upon construction/completion deadlines in a format similar to a Development Agreement.
- Table the request until a process is developed for issuing a license when there is more than one applicant.

Moved by Ald. Wiederanders seconded by Ald. Williams, to not issue the license and deny the application. All ayes. Carried.

Liquor Licenses

Regarding the score sheet, the City's attorney suggested against using one; it could be considered too objective. Noted in discussion of the score sheet:

- Remove numbers 6 and 7 from questionnaire.
- Instead of scoring, mark items as complete or incomplete.
- Use a lottery system with certain criteria that needs to be met.
- Consider using the questionnaire as a model to collect information and base the decision to include applicant in the lottery for the license. (Mr. VanLieshout)

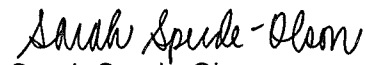
- Whether or not a business currently holds a Class A Wine/Beer license should not determine if they automatically qualify, or are disqualified, being placed into the lottery.
- The Committee will discuss next meeting whether all three available Class B Beer & Liquor licenses will be issued, or if the City will hold one for future development.

The decision was made where applicants apply filling out a questionnaire, which then goes to the CPS committee for approval. If the approved, the application will move to Council where a lottery draw will be conducted. Ms. Reinhard will give public notice on the new process.

Moved by Ald. Reeths seconded by Ald. Wiederanders, to approve the license application for recommendation to Council, where it will be put into a lottery. All ayes. Carried.

Moved by Ald. Wiederanders seconded by Ald. Reeths, to adjourn the meeting of the Community Protection Services Committee. All ayes. Carried. The meeting was adjourned at 5:12 p.m.

Respectfully submitted,



Sarah Spude-Olson
Police Department Office Manager

AESTHETIC DESIGN AND SITE PLAN REVIEW BOARD
Monday, July 25, 2022

The Aesthetic Design and Site Plan Review Board meeting was called to order at 6:05 p.m. by Chairperson Rick Wiesner in the Council Chambers, City Hall, 421 Michigan Street.

Roll Call: Members Rick Wiesner, Dave Augustson, Thad Birmingham and Mark Struck were present. Pam Jorns, Kelsey Fox and Nancy Schopf were excused. Staff present were City Administrator Josh Van Lieshout, Community Development Director Marty Olejniczak, Planner/Zoning Administrator Christopher Sullivan-Robinson and Community Development Administrative Assistant Cindy Sommer.

Adoption of Agenda: Moved by Mr. Birmingham, seconded by Mr. Augustson to adopt the following agenda.

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from June 27, 2022.
4. Consideration of: Revised building design for WWP Development, LLC, Sturgeon Bay Terrace located at 100 E. Maple Street.
5. Consideration of: Door County Facilities & Parks Maintenance Garage addition located at 916 N. 14th Ave.
6. Adjourn.

All ayes. Carried.

Approval of minutes from June 27, 2022: Moved by Mr. Augustson, seconded by Mr. Struck to approve the minutes. All ayes. Carried.

Consideration of: Revised building design for WWP Development, LLC, Sturgeon Bay Terrace located at 100 E. Maple Street.

Mr. Sullivan-Robinson introduced the revised building plan for WWP Development, LLC, Sturgeon Bay Terrace. The original building plan was approved about a year ago and consisted of a three level building, which has now been revised to two levels. The developer is seeking approval of the final site and landscape plans. The noted revisions are that there is no third level, the previous proposed balconies have been removed, the window layout has been changed, however the general building design and materials will remain unchanged. There are no landscape requirements from a zoning standpoint. Some of the landscape plan and other improvements spills over onto city property, which will be subject to a formal agreement.

Mr. Olejniczak also explained that when the new plans were submitted, American Transmission Company (ATC) made contact and indicated that parts of the transmission line were placed outside of the existing easement and they are seeking an extended easement. The proposed building will have to be moved approximately four feet west to accommodate the existing line and extended easement. This would slightly shift the outside seating and some of the landscaping, but otherwise the plan will not change and any overflow of landscaping and outside seating has already been agreed upon with the City.

Mr. Van Lieshout further explained that none of the features will change, the building will just be moved approximately four feet. The City is working with ATC on the details of the easement, however contesting the change would likely be very costly and cause extended delays.

Peter Gentry of WWP Development, LLC, 6140 N. Shoreside Circle, Sturgeon Bay, explained that moving the building is feasible, though unexpected. The aesthetics of the building would not change. The landscape plan is good and they are already approved for a zero setback. They were ready to break ground last year but the DNR found methane and a mitigation plan was necessary, thereby delaying the project. Building costs have substantially increased, which required them to scale back their plan and remove one story of the building, which would have been a residential rental unit. The full windows have been changed to

transom windows, but otherwise the building remains much the same. The landscape plan is slightly changed because fill was added as part of the DNR mitigation plan, which reduced the grade somewhat. The siding will be gunship gray with cedar accents and dumpster enclosure. The roof will be a darker shade of gray and pergolas will have a dark metal powder coat. Signage will be downward directed LED lighting.

Committee members complimented Mr. Gentry on the attractive plan that fits in well with the city aesthetics.

Motion made by Mr. Struck to approve the building design and landscape plan as presented but subject to the building location being moved to meet the anticipated ATC easement requirements. Motion seconded by Mr. Birmingham. All ayes. Motion carried.

Consideration of: Door County Facilities & Parks Maintenance Garage addition located at 916 N. 14th Ave.

Mr. Sullivan-Robinson introduced a proposed 40' x 60' x 18' building addition by the County of Door to an existing facility building at John Miles County Park. The addition will be just east of the current ADRC building and have metal siding and roof with wainscoting, large overhead doors and entry doors. Lighting will be downward directed. The design features will match the ADRC building and be compatible with the other existing buildings. There are no storm water management concerns. The color palette is shown in the provided packet of material. Staff recommends approval of the proposed addition as presented.

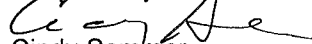
Mr. Wayne Spritka, Director of Door County Facilities and Parks Department, 421 Nebraska Street, presented the project and explained that the current building does not have water and sewer for employee restrooms. They have moved all of their operations to John Miles County Park and have outgrown their buildings. The landscape plan depicted in the packet is not very detailed and the trees shown will be moved to the west side with other trees and shrubs. The county is looking at PV solar to be added to the roof, but no decision has been made on the scope of the plan, which could involve either the east and west sides of the roof, or even the entire roof. Panels are typically placed at 30 degrees, which will change the height of the roof somewhat.

The existing building was previously an ambulance garage, then revamped into a tire garage. The county considered razing the building and doing a complete rebuild, but determined that an addition is the better plan. The design will match the current ADRC building to the best of their ability with current available materials. The east side may remain as it is but, if cost effective, may also be re-sided. The lighting plan will match what is already in place throughout the grounds.

Mr. Augustson moved to approve the proposed addition as presented with the landscape changes on the west side. Motion seconded by Mr. Struck. All ayes. Motion carried.

Adjourn: Moved by Mr. Augustson, seconded by Mr. Wiesner to adjourn. All ayes. Motion carried. The meeting adjourned at 6:41 p.m.

Respectfully submitted,



Cindy Sommer

Community Development
Administrative Assistant

FINANCE/PURCHASING & BUILDING COMMITTEE
July 26, 2022

A meeting of the Finance/Purchasing & Building Committee was called to order at 4:00 pm by Chairperson Bacon in the Council Chambers, City Hall. Roll call: Alderpersons Bacon, Wiederanders were present. Alderperson Williams was excused Also present: City Administrator Van Lieshout, City Treasurer/Finance Director Clarizio, Community Development Director Olejniczak and Office Accounting Assistant II Metzer.

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

1. Roll call.
2. Adoption of agenda.
3. Public comment on agenda items and other issues related to finance & purchasing.
4. Consideration of: Lease of City Land at Big Hill Park for Cell Tower-U.S. Cellular.
5. Review bills.
6. Adjourn.

Carried.

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

Consideration of: Lease of City Land at Big Hill Park for Cell Tower-U.S. Cellular:

Community Development Director Olejniczak explained that US Cellular is requesting to place a new cell tower next to the water utility facilities at Big Hill Park. The anticipated tower height would be 170 ft. The majority of the property is deed restricted but the chosen site is workable. US Cellular has requested to lease the site for \$7,500 per year with 10% increases every 5 years or an easement for a one-time payment of \$140,000. US Cellular currently has a site in the Industrial Park that they are leasing from the Sturgeon Bay Utilities for \$12,000 annually. Mr. Olejniczak stated the Park and Recreation Committee has unanimously agreed to the proposal as it will not impact the park. They recommended proceeding with the lease but to counter at \$12,000 per year. The City Attorney will review the lease providing changes and suggestions as needed.

Moved by Alderperson Bacon, seconded by Alderperson Wiederanders to recommend to Common Council to approve the lease of city land at Big Hill Park with US Cellular for a new cell tower, subject to finalization of details by Staff and approval of City Attorney. Carried.

Review bills

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

Moved by Alderperson Wiederanders, seconded by Alderperson Williams to adjourn. Carried. The meeting 4:12pm.

Respectfully submitted,



Tricia Metzer

PERSONNEL COMMITTEE

July 28, 2022

A meeting of the Personnel Committee was called to order by Chair Williams at 10:01 a.m. in the Council Chambers. Roll call: Members Williams and Statz were present. Gustafson was excused.

Williams/Statz to adopt the following agenda:

1. Call to order.
2. Roll call.
3. Adoption of agenda.
4. Consideration of: Non-budgeted Staffing Request from Fire Department.
5. 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: Collective bargaining.
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.
6. Adjourn.

Carried.

Fire Chief Dietman addressed the Committee regarding adding a part time administrative employee to Fire Department in 2022. It was noted that someone to handle some administrative duties are needed to alleviate the workload of the Fire Chief and the Assistant Fire Chief. Discussion took place regarding the increase in call volume and the large incidents that have and do occur that require more time. It was also noted that this is a non-budgeted item for 2022 and there are not any funds in the Fire Department budget to cover the position cost for 2022.

Fire Chief Dietman presented the position description which included the percentage of amount of time for the tasks for the part time administrative assistant. Discussion took place regarding the cost of adding this position in the last quarter or last couple of months of 2022, adding the position to the 2023 budget process, and City Administrator VanLieshout cautioned the Committee on amending the current budget for operational purposes and noted that encouraging management solutions or policy solutions would be appropriate. It was noted the cost for the position in 2023 was estimated about \$24,000.

Williams/Statz to approve the position description and to recommend to the Common Council to consider hiring the Part Time Administrative Assistant for the Fire Department with a hire date of November 1, 2022, if funds are found within the 2022 budget and allow the City Administrator to approve the fund transfer. If funds are not available in 2022, to include the position cost in the 2023 budget. Carried.

After the Chair 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: Collective bargaining. 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.

Carried.

The Committee adjourned in closed session at 11:03 a.m.

Respectfully submitted,


Stephanie L. Reinhardt
City Clerk/HR Director

CABLE COMMUNICATION SYSTEM ADVISORY COUNCIL**August 3, 2022**

The Cable Communication System Advisory Council was called to order at 4:30p.m. by Chairperson Williams in the Council Chambers, City Hall. Roll call: Ald. Williams, Ald. Gustafson, Ms. Ireland, Mr. Loss, Mr. Moellenberndt and Mr. Propsom were present. Also present: Jason Mann of Mann Communications.

Moved by Mr. Loss, seconded by Ald. Gustafson to adopt the following agenda:

1. Roll call
2. Adoption of agenda
3. Consideration of: 2023 Cable TV budget
4. Adjourn.

Carried.

2023 Cable TV Budget

Mr. Mann gave background into the budget and what his role with the cable television access he plays for the city to new members, Mr. Moellenberndt and Mr. Propsom.

Mr. Mann indicated the budget numbers have remained the same as other years, aside from an increase in the Misc. Technology line item for upgrades to the Community Room. Additionally, in that line item from 2021 is \$25,800 for the cable installation on Canal Lane; residents have six years to payback the loan for those improvements.

On the side discussion about a future project in the city included bringing wi-fi to the downtown area for public use. Mr. Williams will check into what committee should take lead on this. Mr. Propsom questioned if there was a current year to date budget that could be viewed. Mr. Williams will also look into this and share with the committee members once he has it.

Moved by Mr. Loss, seconded by Ald. Gustafson to approve the 2023 Cable TV budget as presented. All ayes. Carried.

Moved by Mr. Moellenberndt, seconded by Mr. Loss to adjourn. Carried. The meeting adjourned at 4:53 p.m.

Respectfully submitted,



Sarah Spude-Olson
SBPD Office Manager

COMMUNITY PROTECTION & SERVICES COMMITTEE**August 3, 2022**

A meeting of the Community Protection & Services Committee was called to order at 4:57 p.m. by Chairperson Williams in the Council Chambers, City Hall. **Roll Call:** Ald. Williams, Ald. Reeths and Ald. Wiederanders were present. Also present was Ald. Gustafson.

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

1. Roll Call
2. Adoption of Agenda
3. Approval of Minutes July 6, 2022
4. Public Comment on Agenda Items
5. Consideration of: 2023 Cable TV Budget
6. Consideration of: Liquor Licenses
7. Consideration of: Recycling Container at Municipal Services Building
8. Adjourn

All Ayes. Carried.

Approval of Meeting Minutes

Moved by Ald. Reeths, seconded by Ald. Wiederanders to approve the July 6, 2022 minutes. All Ayes. Carried.

Public Comment

None.

2023 Cable TV Budget

No discussion as the members were present at the Cable TV Advisory Council meeting.

Moved by Ald. Wiederanders seconded by Ald. Reeths, to accept the recommendation from the Cable Communications Advisory Council to approve the 2023 Cable TV Budget as presented. All ayes. Carried.

Liquor Licenses

The questionnaire process is moving forward and should be complete early next week. A special Community Protection Services Committee meeting will be held on Thursday, August 11, 2022 at 4:30pm in the Council Chambers to move onto the next step. At this meeting the applications will be reviewed and forwarded to Council if approved.

Recycling Container

Residents would like to see the recycling container that was outside the Municipal Service building brought back. Alders Williams, Reeths and Wiederanders all agreed there is a need for the container to be brought back.

An issue of people who reside outside the city limits using the recycling bin, so it was decided to relocate the bin. The city's compost site is secure and supervised, and would seem like the best choice for relocation of the recycling container.

Moved by Ald. Reeths seconded by Ald. Wiederanders, to bring back the recycling container and locate it at the City Compost Site. All ayes. Carried.

Moved by Ald. Wiederanders seconded by Ald. Reeths, to adjourn the meeting of the Community Protection Services Committee. All ayes. Carried. The meeting was adjourned at 5:16 p.m.

Respectfully submitted,

Sarah Spude-Olson
Police Department Office Manager



CITY of STURGEON BAY FIRE DEPARTMENT

421 Michigan St
Sturgeon Bay, WI 54235

Kalin Montevideo
Assistant Fire Chief

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

STURGEON BAY FIRE DEPARTMENT JUNE 2022 FIRE REPORT

| | | | | <u>% INCREASE</u> |
|-----------------------------|-------------------|-----------------------------|-------------------|---------------------|
| JUNE 2022 INCIDENTS: | <u>163</u> | JUNE 2021 INCIDENTS: | <u>142</u> | <u>13.8%</u> |
| 2022 YTD TOTAL : | <u>868</u> | 2021 YTD TOTAL: | <u>763</u> | <u>12.9%</u> |

INCIDENTS BY JURISTDICTION:

** AVERAGE RESPONSE TIME:

| | | | |
|--------------------------------|---|--|------------------------------------|
| CITY - East Side: | <u>112</u> Year to Date: <u>564</u> | EMERGENT: <u>4.15 Minutes</u> | NON-EMERGENT: <u>5.03 Minutes</u> |
| 83 – Medical Incident | 02 – Gas Leak | 01 – Electrical Equip/Wiring Problem | |
| 02 – HazMat Incident | 01 – Vehicle Accident | 10 – Alarm/Detector Activation, No Fire | |
| 01 – Vehicle Fire | 01 – Sprinkler Activation, No Fire | 01 – Grass/Brush/Outside/ Rubbish Fire | |
| 01 – Smoke Scare/Odor of Smoke | 01 – Watercraft Rescue | 05 – Power Line Down | |
| 01 – Unauthorized Burning | 01 – Refrigeration Leak | 01 – Assist Invalid | |
| CITY - West Side: | <u>41</u> Year to Date: <u>224</u> | EMERGENT: <u>3.53 Minutes</u> | NON-EMERGENT: <u>4.35 Minutes</u> |
| 29 – Medical Incident | 01 – Structure Fire | 01 – Arcing/Shorted Electrical Equipment | |
| 01 – Lock-Out | 01 – Carbon Monoxide Incident | 02 – Alarm/Detector Activation, No Fire | |
| 01 – Gas Leak | 01 – Vehicle Accident | 02 – Assist Law Enforcement/Govmt Agency | |
| 01 – Water Vehicle Fire | 01 – Vehicle Fire | | |
| Town of Sevastopol: | <u>02</u> Year to Date: <u>25</u> | EMERGENT: <u>6.06 Minutes</u> | NON-EMERGENT: <u>16.02 Minutes</u> |
| 01 – Vehicle Fire | 01 – Alarm/Detector Activation, No Fire | | |
| Town of Sturgeon Bay: | <u>06</u> Year to Date: <u>39</u> | EMERGENT: <u>8.48 Minutes</u> | NON-EMERGENT: <u>10.57 Minutes</u> |
| 05 – Medical Incident | 01 – Alarm/Detector Activation, No Fire | | |

**** Response times are delayed because of road closures due to State and local road construction projects.**

MUTUAL AID/MABAS INCIDENTS

| | |
|----------------------------------|-----------------------------------|
| Brussels, Union, Gardner: | <u>01</u> Year to Date: <u>08</u> |
| 01 – Structure Fire | |
| Southern Door: | <u>0</u> Year to Date: <u>04</u> |
| Jacksonport: | <u>0</u> Year to Date: <u>03</u> |
| Egg Harbor: | <u>01</u> Year to Date: <u>01</u> |
| 01 – Structure Fire | |

| <u>INSPECTION REPORT:</u> | <u>Regular Inspections</u> | <u>Re Inspections</u> | <u>Occupancy Inspections</u> | <u>Hours</u> |
|-------------------------------------|----------------------------|-----------------------|------------------------------|---------------|
| Inspections – City of Sturgeon Bay: | <u>216</u> | <u>46</u> | <u>05</u> | <u>242.18</u> |
| Inspections – Town of Sevastopol: | <u>06</u> | <u>02</u> | <u>0</u> | <u>4.77</u> |
| Inspections – Town of Sturgeon Bay: | <u>02</u> | <u>0</u> | <u>0</u> | <u>1.08</u> |
| Inspections – Town of Jacksonport: | <u>04</u> | <u>04</u> | <u>0</u> | <u>3.08</u> |

Sevastopol Burn Permit:

Permits Issued for Month: 06

Year to Date Permits Issued: 38

SPECIAL REPORTS, TRAINING, AND MAINTENANCE

MAINTENANCE:

Firefighters conducted maintenance and repairs on SCBA units; replaced batteries and diagnosed inoperable electronics on CH 701; replaced/reloaded boom into trailer following training; replaced spark plugs on Marine 731; worked on setting up new multi gas meters; power washed Marine 731; installed the sun shade at the Skate Park; replaced batteries in heads up display (HUD) on all SCBA units and Jim Olson Ford replaced the starter on UT 726.

TRAINING:

172.7 hours of training were conducted in June. Firefighters trained with driver/operator procedures; Apex workplace safety online training; Blue Card online command training; trained with new multi-gas detection meters; software/record management system research; Marine 731 operations and medical/EMS procedures.

OTHER:

Fire Chief and AC attended City and other Town meetings. On-duty firefighters gave station tours, assisted US Coast Guard with repairing their flag pole, participated in "Kick off to Summer", and assisted two residences with installing smoke/carbon monoxide detectors.



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: Assistant Chief Daniel J. Brinkman

Subject: Monthly Report for July, 2022

Date: August 3, 2022

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

Crimes Investigated

The Department, during the month, investigated a total of 44 crimes.

These crimes can be broken down and classified as follows.

| | |
|-----------------------------------|----|
| Bail Jumping..... | 03 |
| Theft..... | 05 |
| Fraud / Forgery..... | 09 |
| Domestic Abuse..... | 01 |
| Disorderly Conduct..... | 09 |
| Possess Controlled Substance..... | 01 |
| Battery..... | 01 |
| Criminal Damage to Property..... | 06 |
| Sex Offenses..... | 01 |
| Violate Court Order..... | 01 |
| Threats to Injure..... | 04 |
| Weapon Offense..... | 01 |
| Bomb Threat..... | 01 |
| Burglary..... | 01 |
| TOTAL 44 | |

Arrests

The Department completed a total of 127 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 Arrests

| | |
|--------------------------------|-----------|
| Bail Jumping..... | 02 |
| Strangulation/Suffocation..... | 01 |
| Aggravated Battery..... | 01 |
| Weapon Offense..... | 01 |
| TOTAL | 05 |

B. Misdemeanor Crime Arrests

| | |
|----------------------------------|-----------|
| Disorderly Conduct..... | 05 |
| Resist / Obstruct Officer..... | 02 |
| Theft..... | 02 |
| Bail Jump..... | 03 |
| Criminal Damage to Property..... | 03 |
| Violate Court Order..... | 01 |
| TOTAL | 16 |

| | |
|--|-----------|
| Wisconsin Probation & Parole Arrests / Warrant Arrests..... | 06 |
| TOTAL | 06 |

C. Ordinance Violation Arrests

| | |
|---------------------------------------|-----------|
| Disorderly Conduct | 01 |
| Discharge Fireworks..... | 03 |
| Trespass to Land..... | 03 |
| Possess Drug Paraphernalia..... | 02 |
| Possess THC..... | 01 |
| Retail Theft..... | 02 |
| State Boating & Safety Laws..... | 06 |
| Loitering | 03 |
| Underage Consumption of Alcohol | 03 |
| TOTAL | 24 |

D. Traffic Crime Arrests

| | |
|-----------------------------------|-----------|
| Operate while Intoxicated..... | 01 |
| Operate while Revoked..... | 02 |
| Ignition Interlock Tampering..... | 02 |
| Operate w/o Driver's License..... | 02 |
| TOTAL | 07 |

E. Traffic Violation Arrests

| | |
|--|-----------|
| Operate Motor Vehicle while Intoxicated..... | 06 |
| Operate Motor Vehicle while Suspended/Revoked..... | 04 |
| Speeding..... | 17 |
| No Valid Driver's License..... | 06 |
| Operate M/V without Insurance..... | 09 |
| Seatbelt Violations..... | 01 |
| Miscellaneous Violations..... | 26 |
| TOTAL | 69 |

In addition to the preceding arrests, the Department conducted a total of 262 traffic stops during the month and logged 175 violations for various motor vehicle defects and local ordinances and issued 144 written warnings for those violations. A total of 00 parking tickets were issued for violations throughout the city.

Traffic Accidents

The Department during the month investigated a total of 18 vehicle accidents. These accidents are categorized into four types.

| | | |
|----|---|-----------------|
| A. | Motor Vehicle Accidents Involving Fatalities | 00 |
| B. | Motor Vehicle Accidents Involving Injuries..... | 04 |
| C. | Motor Vehicle Accidents Involving Property Damage | 12 |
| | (greater than \$1,000.00) | |
| D. | Motor Vehicle Accidents Involving Property Damage | 02 |
| | (less than \$1,000.00) | TOTAL 18 |

Police Service Calls

Department members handled 670 service calls during the month. These calls consist of both citizen requests for police service as described below (602), crimes investigated (44), traffic accidents investigated (18), and Wisconsin Probation and Parole Assists (06).

| | | |
|----|--|-----|
| A. | Traffic and Road Incidents..... | 100 |
| | 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..... | 09 |
| | Assistance rendered to the Ambulance Service and sick or injured persons. | |
| D. | Alarms..... | 22 |
| | 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..... | 20 |
| | Investigations by officers of noisy animals, loose animals, animal bites, wild animals and sick, injured or dead animal complaints. | |
| F. | Civil Disputes..... | 03 |
| | Arguments between neighbors, landlords and tenants, and family members where no crimes have been committed. | |

| | |
|---|-----|
| G. Escorts..... | 04 |
| Transporting citizens, money escorts for area financial institutions, funerals, and for area industry and farming. | |
| H. Citizen Assist | 61 |
| 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..... | 04 |
| Includes assistance to other law enforcement and government agencies. | |
| J. Suspicious Person / Vehicle / Circumstance | 21 |
| Involves both citizen complaints and observations by officers on patrol who took investigative action in regard to the suspicious behavior of vehicles and people. | |
| K. Self-Initiated Field Activity..... | 03 |
| All initiated activity by the officer to include, but not limited to, routine security checks of area industries, businesses, city parks, residences, and compliance checks of local liquor establishments. | |
| L. Juvenile Problems | 17 |
| Requests for police service that strictly involve property calls and all unfounded calls for police service. The calls vary from mischief to family problems to runaway situations. | |
| M. Miscellaneous Incidents..... | 309 |
| Includes arrest warrants served, recovered property calls, unfounded calls for police service, minor calls for police service, and 9-1-1 calls investigated. | |
| N. Welfare Checks | 21 |
| 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 602

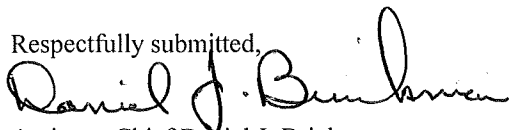
Department Training

The Joint SWAT Team and Dive Team completed their monthly training. One officer attended the D.A.R.E. Conference held at Stone Harbor Resort and one officer attended a week-long seminar on Human Trafficking.

Department Education

Assistant Chief Brinkman presented Civilian Response to Active Threat Events to employees at Hatco, Animal Clinic of Sturgeon Bay, and Door County Dental Care.

Respectfully submitted,



Assistant Chief Daniel J. Brinkman

BEVERAGE OPERATOR LICENSES

1. Brungraber, Amanda L.
2. Potier, Carol L.
3. Rex, Carley M



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

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

Visit our website at: www.sturgeonbaywi.org

August 1, 2022

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

Ms. Reinhardt:


We, the undersigned, have received a request for certification of compliance for a Temporary Class B Beer and Class B Wine license:

Door County Maritime Museum & Lighthouse Preservation Society, Inc.
120 N Madison Avenue
Sturgeon Bay, WI 54235
Agent: Paige Funkhouser
Merry-Time Festival of Trees
Dates: December 9, 10, 13, 2022

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


Clint Henry, Police Chief
City of Sturgeon Bay


Tim Dietman, Fire Chief
City of Sturgeon Bay


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

**CITY OF STURGEON BAY
STREET CLOSURE APPLICATION**

Name of Applicant: Sunshine House Inc.
 Name of Event: Sunflower Fest
 Contact Phone #: 920-255-0340
 Date(s) of Event: 9/10/2022 Time: 10am - 5pm
 Estimated # of Attendees: 1000 - 1500
 Specific Location: Martin Park Sturgeon Bay

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

What arrangements are made for clean up? SM will ensure all clean up is taken care of

Other comments or explanation: _____

Signature of Responsible Party: _____

Address: _____

550 W. Yew Street St Bay, WI 54285

Date Submitted: _____

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

Approval:

Fire Chief: _____

Police Chief: _____

Comm. Dev: _____

Streets/Parks: _____

City Clerk: _____

Finance Dir: _____

City Engineer: _____

City Admin: _____

Date: 7/26/22 w/ inspection
 Date: 7/26/2022
 Date: 8-5-22
 Date: 7-25-22
 Date: 8/1/22
 Date: 8/2/22
 Date: 8-1-22
 Date: 8/1/22

Common Council Approval Date: _____

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

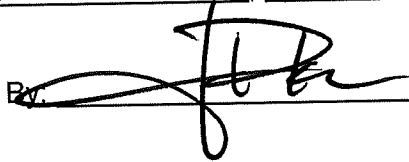
HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

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

The undersigned in consideration of being allowed to use City property to host festival which shall encroach in the public right-of-way adjacent to property located at Martin Park - Pennsylvania Ave do hereby from 3rd to 2nd. release, acquit, and forever discharge the City of Sturgeon Bay, its officers, agents, and employees (hereinafter known as City), from any and all actions, causes of action, claims, demands, costs, expenses and compensation related to property damages, personal injury or death arising out of any accident or occurrence while maintaining said encroachment in the public right-of-way. The undersigned further agrees to hold harmless and defend the City from any claims or actions arising from said Sunflower Fest as an encroachment in the public right-of-way.

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

Dated this 29 day of June, 2022

By:  _____

By: _____

CITY OF STURGEON BAY
AGREEMENT FOR REIMBURSEMENT OF EXPENSES

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

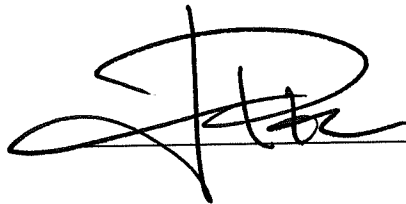
AND WHEREAS the undersigned has requested services and/or authorizations of the City of Sturgeon Bay which will result in the necessity to incur legal, consulting, incidental, or special event expenses on behalf of the undersigned or in consideration of the request submitted by the undersigned;

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

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

Dated: _____

June 29, 2022



Dated: _____

Company Name (if applicable): _____

Sunshine House Inc.

Billing Address: _____

55 W. Yew Street

Sturgeon Bay, WI

54225

Telephone: _____

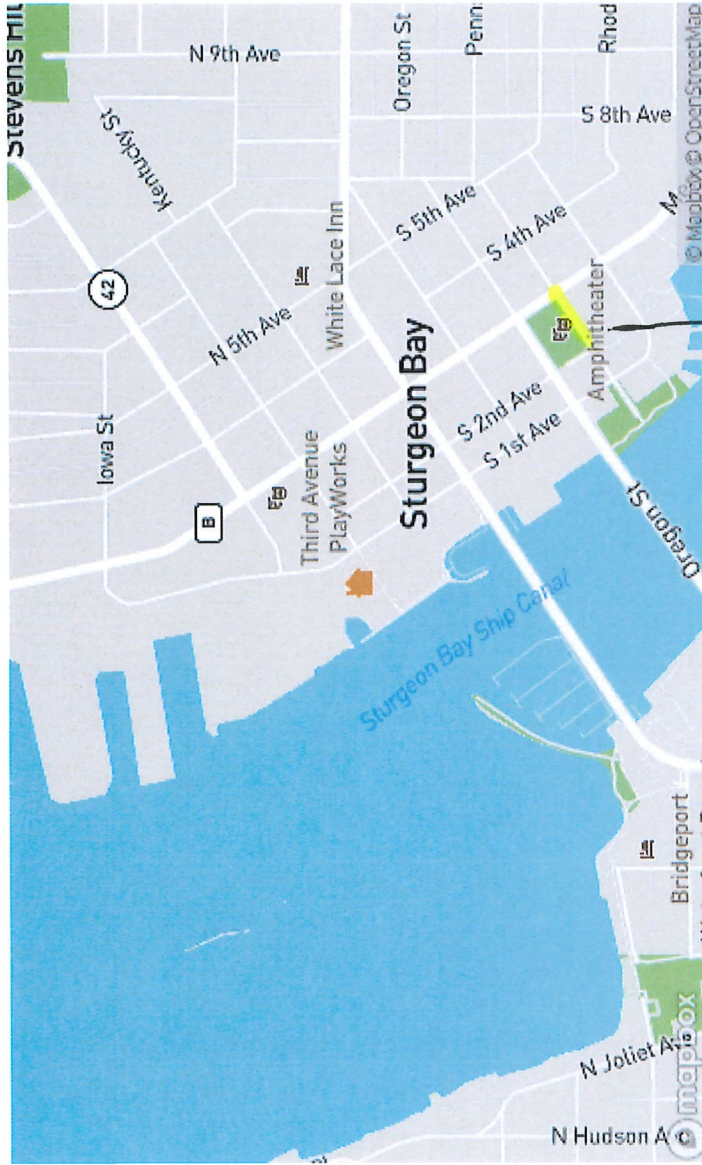
920 - 818 - 1489

3.035 - Reimbursement of expenses.

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

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

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



→ Pennsylvania from 2nd to 3rd
along Martin Road



PO Box 819
Appleton, WI 54912-0819
(920) 739-3161

SECURA Insurance Company
COMMERCIAL PROTECTION POLICY
Commercial General Liability Coverage Part
RENEWAL DECLARATIONS

POLICY NO. 20-CP-003334988-1

RENEWAL OF 20-CP-003334988-0

ACCOUNT NUMBER: 7526074

NAMED INSURED AND MAILING ADDRESS

SUNSHINE HOUSE INC
55 W YEW ST
STURGEON BAY, WI 54235

AGENCY AND MAILING ADDRESS

482238

TRICOR LLC
230 W CHERRY ST
PO BOX 450
LANCASTER, WI 53813

(608) 723-6441

POLICY PERIOD: FROM 01/01/2022 TO 01/01/2023 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

COMMERCIAL GENERAL LIABILITY COVERAGE

| LIMITS OF INSURANCE | | |
|--|-------------|------------------|
| GENERAL AGGREGATE LIMIT | \$3,000,000 | |
| PRODUCTS – COMPLETED OPERATIONS AGGREGATE LIMIT | \$3,000,000 | |
| PERSONAL INJURY & ADVERTISING INJURY LIMIT | \$1,000,000 | |
| EACH OCCURRENCE LIMIT | \$1,000,000 | |
| DAMAGE TO PREMISES RENTED TO YOU LIMIT | \$100,000 | ANY ONE PREMISES |
| MEDICAL EXPENSE LIMIT | \$10,000 | ANY ONE PERSON |

LIQUOR LIABILITY COVERAGE

| LIMITS OF INSURANCE | |
|-------------------------|-------------|
| EACH COMMON CAUSE LIMIT | \$1,000,000 |
| AGGREGATE LIMIT | \$3,000,000 |

**CITY OF STURGEON BAY
STREET CLOSURE APPLICATION**

Name of Applicant:

DOOR COUNTY Medical Center

Name of Event:

TAILGATE PARTY - Picnic

Contact Phone #:

920 746-3597

Date(s) of Event:

9/8/2022 Time: 3:00 - 9:00 PM

Estimated # of Attendees:

800

Specific Location:

SOUTH 16TH ALACE
IN FRONT OF THE HOSPITAL

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

What arrangements are made for clean up?

We will clean up

Other comments or explanation:

Signature of Responsible Party:

Danin Bittorf

Address:

323 South 18TH AVE.

Date Submitted:

7-27-2022

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

Approval:

Fire Chief:



Date:

7-29-22

Police Chief:



Date:

7-28-22

Comm. Dev:



Date:

8-2-22

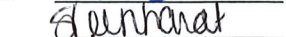
Streets/Parks:



Date:

8/2/22

City Clerk:



Date:

8/8/22

Finance Dir:



Date:

8/2/22

City Engineer:



Date:

8-4-22

City Admin:



Date:

8/8/22

ADD ROAD CLOSED AHEAD
SIGNS AT MICHIGAN ST +
RHODE ISLAND STREET

Common Council Approval Date:

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

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

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

The undersigned in consideration of being allowed to use City property to HAVE A Picnic, which shall encroach in the public right-of-way adjacent to property located at 323 SOUTH 18TH AVE, do hereby release, acquit, and forever discharge the City of Sturgeon Bay, its officers, agents, and employees (hereinafter known as City), from any and all actions, causes of action, claims, demands, costs, expenses and compensation related to property damages, personal injury or death arising out of any accident or occurrence while maintaining said encroachment in the public right-of-way. The undersigned further agrees to hold harmless and defend the City from any claims or actions arising from said Picnic as an encroachment in the public right-of-way.

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

Dated this 27th day of JULY, 2022.

By: Dan Bitter

By: _____

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

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

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

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

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

Dated: 7/27/2022 Don Bittab

Dated: _____

Company Name (if applicable): Oooc County Medical Center

Billing Address: 323 South 18th Ave

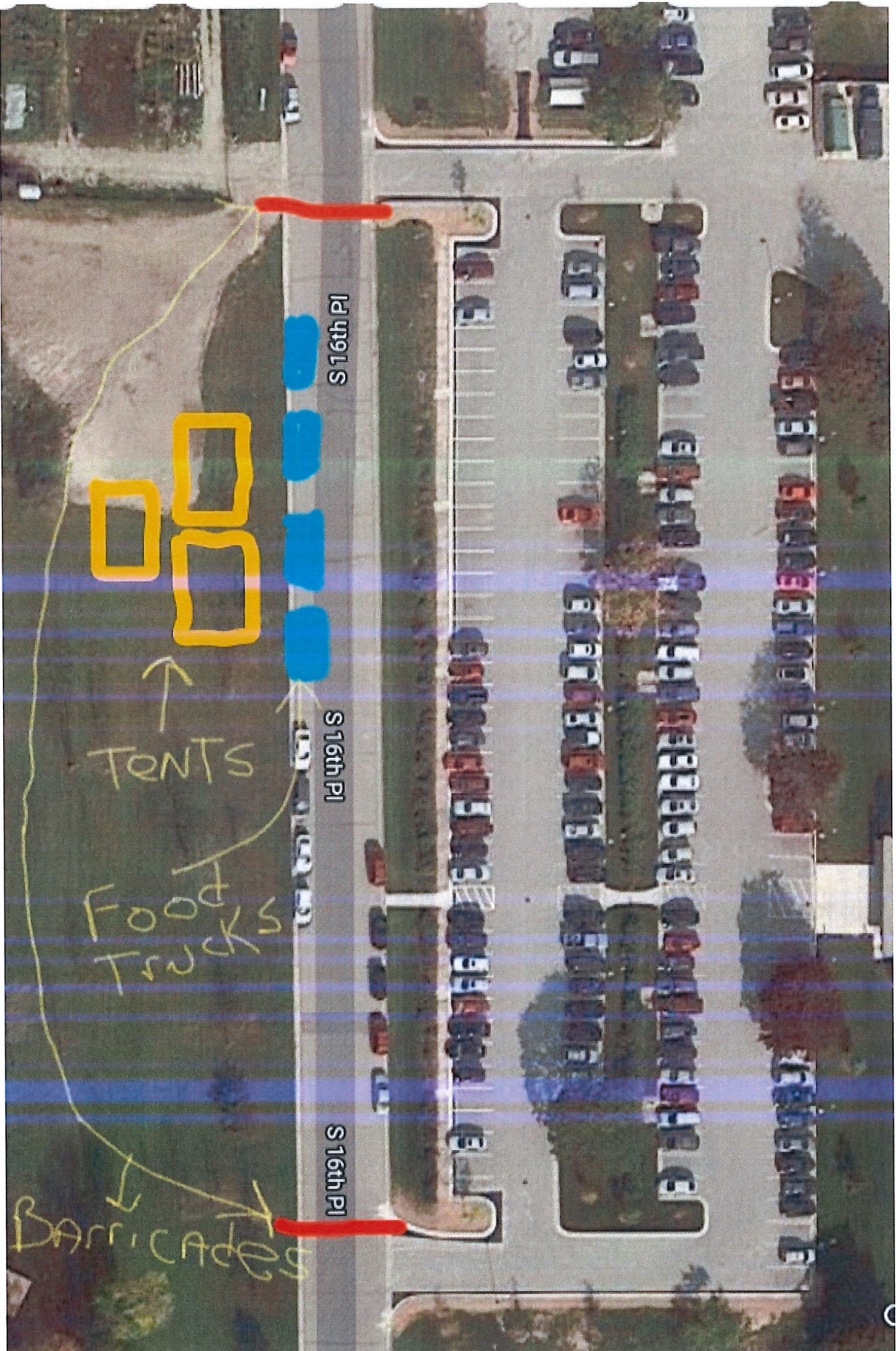
Telephone: 920 746-3597

3.035 - Reimbursement of expenses.

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

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

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/27/2022

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

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

| | |
|---|---|
| PRODUCER AssuredPartners Great Plains, LLC dba Friedman Insurance 501 Bell Street Dubuque IA 52001 | CONTACT NAME: Lauren Moser PHONE (A/C, No, Ext): 563-556-0272 FAX (A/C, No): 563-556-4425 E-MAIL ADDRESS: moserl@friedman-group.com |
| INSURED Door County Memorial Hospital dba Door County Medical Center 323 South 18th Ave Sturgeon Bay WI 54235 | INSURER(S) AFFORDING COVERAGE INSURER A: United Wisconsin Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |
| DOORCOU-02 | NAIC # 29157 |

COVERAGES**CERTIFICATE NUMBER:** 1355057725**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|------------------------------|----------|---------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> | N/A | 0400188538 | 11/1/2021 | 11/1/2022 | X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

CERTIFICATE HOLDER**CANCELLATION**

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/26/2022

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

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

PRODUCER
MARSH USA INC
540 W. MADISON
CHICAGO, IL 60661
Attn: Chicago.CertRequest@marsh.com

CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : N/A

N/A

INSURER B : ProAssurance Casualty Company

INSURER C : N/A

N/A

INSURER D :

INSURER E :

INSURER F :

CN101819976-DCMH-Cas-21-22

INSURED
Door County Memorial Hospital
Attn: Kalya Safranski
323 South 18th Ave.
Sturgeon Bay, WI 54235

COVERAGES

CERTIFICATE NUMBER:

CHI-009887742-05

REVISION NUMBER: 19

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | CH386 | 11/01/2021 | 11/01/2022 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

Re: Evidence of insurance for the Door County Medical Center Street Closure Application for the event on September 9, 2022.

Fire Damage Limit: \$50,000 any one fire.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

EXECUTIVE SUMMARY

Title: Revised Development Agreement with WWP Development, LLC (Sturgeon Bay Plaza)

Background: Last year the Common Council approved a development agreement with WWP Development, LLC. The project is The Sturgeon Bay Plaza, a bar/deli project with outdoor seating on the West Waterfront. The site is very tight and the proposal involved financial assistance through the tax increment district. The project then ran into two issues that delayed the construction and caused the agreement to never be officially executed.

First, the construction costs came in higher than expected. This forced the developer to revise the design of the building. The second story, including the residential unit, was removed. This revised plan ultimately proved more feasible and it was approved by the Aesthetic Design and Site Plan Review Board. Secondly, additional testing was done at the site that showed higher levels of methane than previously reported. The higher levels meant that a detailed methane mitigation plan was required in order to get approval from the Wisconsin DNR for the required Historic Fill Exemption. The developer hired a consultant to complete the plan, which was approved by the DNR.


The higher construction cost and the expenses related to methane are the impetuses for the requested revised agreement. The new agreement increases the maximum amount that can be financed through the TIF from \$625,000 to \$685,000. That is the primary change in the development agreement. The overall property value must be there for the developer to get to that amount of assistance. If the assessed value comes in lower than the planned \$2.4 Million then the amount of TIF assistance paid to the developer is reduced accordingly.

The City Attorney and the attorney for WWP Development also tweaked several of the non-financial items in the agreement such as indemnification. The specific Donation Agreement that was required in the original agreement was also drafted by the attorneys. This agreement sets the parameters for the outdoor seating and amenities that WWP Development must provide within the adjoining City parkland.

Fiscal Impact: The revised agreement has essentially the same fiscal impact to the City. The agreement still calls for all of the increment generated from the increased value of the site to be returned to the developer. The maximum assistance is increased from \$625,000 to \$685,000, but it is still tied to the ultimate property tax value of the project. The higher cap on the assistance does mean that there is a less likelihood of "excess" increment being available to the City for other purposes. But that likelihood was already small and the expectation with even the original agreement was that there would be no excess increment.

Recommendation: Approve the revised Development Agreement as well as the proposed Donation Agreement with WWP Development, LLC for The Sturgeon Bay Plaza redevelopment project.

Prepared by:

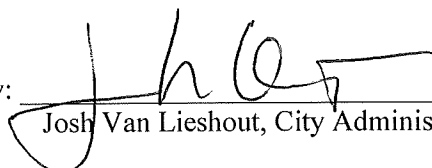


Martin Olejniczak, Community Development Director

8-11-2022

Date

Reviewed by:



Josh Van Lieshout, City Administrator

8/11/22

Date

DEVELOPMENT AGREEMENT (The Sturgeon Bay Plaza)

This Development Agreement (this "Agreement") is made this ____ day of _____, 2022, by the City of Sturgeon Bay, Sturgeon Bay, Wisconsin, a Wisconsin municipal corporation (the "City"), and WWP Development, LLC, a Wisconsin Limited Liability Company ("Developer").

RECITALS

A. The City has created Tax Increment District #4 (the "TID") on the West Side of Sturgeon Bay for the purpose of promoting redevelopment of areas westerly of the Sturgeon Bay – Lake Michigan Ship Canal within the City's West Waterfront Redevelopment District.

B. The TID Project Plan includes the development of commercial activities and housing within the TID.

C. Developer proposes to redevelop the site along the north side of E. Maple Street and westerly side of the Oregon Street Bridge corridor formerly known as 100 E. Maple Street in the City of Sturgeon Bay and as legally described in Section A.1, below (the "Property"). The redevelopment involves the Building and the Hardscape Amenities as both terms are defined in Section A.2, below (collectively, the "Project").

D. The City has determined it would be beneficial to the health, welfare and prosperity of its residents to provide financial assistance for the Project by providing reimbursement to Developer of a portion of the costs of the Project, to be paid from Tax Increments generated by the increased value of the Property in accordance with this Agreement.

E. The City has determined the development and fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interests of the City and its residents and serve public purposes in accordance with State and local law, because the Project will encourage further economic development, expand the City's tax base, increase property tax revenues, further blight elimination, and create jobs in downtown Sturgeon Bay.

F. The City has determined that, but for the City's provision of financial assistance to Developer, the Project would not occur.

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

A. Property to be Developed.

1. Legal Description of Project. The Property upon which the Project is to be constructed is within the City of Sturgeon Bay, Door County, Wisconsin, and legally described as follows:

Lot 3 of certified survey map #3476, recorded as document #845579.

Tax Parcel No. 2811210080101A3

2. Facility Described. Developer will develop on the Property the Sturgeon Bay Plaza, that will consist of an approximately 3,000 square foot building consisting of two stories and a roof top patio (the "Building"). The approximately 2,700 square foot first floor of the Building will house a deli/restaurant, a concessions/bar, and restrooms. The restrooms on the first floor of the Building will be available to the public during the normal operating hours of the deli/restaurant and concessions/bar. The second floor of the Building will consist of a seasonal rooftop patio on the Building. Additionally, there will be hardscaped infrastructure consisting of paving, grading, firepits, landscape planters, outdoor seating and areas to support mobile food vendors (collectively, the "Hardscape Amenities") as shown on the approved site plan as attached hereto as Exhibit A.2 (the "Site Plan"). The Hardscape Amenities will integrate with, and be partially located on, the Adjacent Parkland, as that term is defined in Section B.5, below.

B. Developer's General Obligations.

Developer is responsible for the following:

1. Building Permits/Approvals. Developer is responsible to obtain, directly or through its agents, a building permit from the City and other permits or approvals required to construct the Project.

2. Compliance with Laws. Developer shall cause the Project to be constructed in accordance with all applicable federal, State of Wisconsin, County of Door, and City of Sturgeon Bay laws, ordinances and regulations.

3. Financing. Developer shall obtain financing from a lender(s) or investor(s) of its choice for the construction of the Project (the "Project Financing"). The Project Financing may consist of one or more loans from one or more lenders. Developer may, but is not obligated to, obtain a portion of the Project Financing in the form of a separate loan in the amount of the Tax Increment Financing (as that term is defined in Section G.1, below) that may be secured by Developer's right under this Agreement to receive Tax Increment Financing payments from the City, such a separate loan is referred to herein as the "TIF-Backed Loan." Developer's right to receive the Tax Increment Financing payments on the terms and conditions set forth in this Agreement is not dependent on Developer obtaining a TIF-Backed Loan. The right to receive Tax Increment Financial payments is contingent upon Developer obtaining Project Financing and completing the Project under the terms of this Agreement. Developer shall not be in default beyond any applicable cure period on any loan agreement or any agreement providing security for the Project Financing. The Project Financing shall be submitted to and subject to the review and approval of the City, such approval shall not be unreasonably withheld.

4. Site Improvements. Developer shall complete all site improvements on the Property, including utilities, floodproofing, parking, and site amenities such as lighting and

landscaping reasonably required for the Project. Such installations shall be consistent with the Site Plan.

5. Improvement to Adjoining City Parkland. In conjunction with and as a complement to the development of the Project, Developer shall make and donate to the City certain improvements to be used by the general public on the city park property adjacent to the Property as illustrated in the attached Exhibit B.5 (the "Adjacent Parkland"). The improvements shall include:

- a. Filling and grading necessary for compliance with the Sturgeon Bay Floodplain Zoning Code.
- b. The Hardscape Amenities to be donated by Developer to the City as shown on the Site Plan, provided that all use of the Adjacent Parkland and the improvements constructed and donated by Developer shall be open to the general public.
- c. Developer shall be responsible for cleaning and maintaining in a neat and orderly manner the Hardscape Amenities located on Adjacent Parkland, notwithstanding the donation of such Hardscape Amenities to the City. If the City determines in its reasonable discretion that Developer is not satisfactorily cleaning or maintaining the donated Hardscape Amenities, and Developer fails to satisfactorily clean and maintain the donated Hardscape Amenities after notice from the City, then the City may perform the maintenance and may tax the cost of such service as a special tax as provided at Section 66.0267 Wis. Stats.

6. Completion Date. Developer shall substantially complete construction of the Project in accordance with approved plans and in any event not later than June 1, 2024 (the "Project Completion Date"). The Project shall be deemed substantially complete at such time as an occupancy permit is issued for the Building. Developer shall not abandon the construction of the Project for more than 90 consecutive days.

7. Insurance. Developer shall obtain and maintain worker's compensation insurance in the amount required by law and automobile liability, builder's risk, and fire and casualty insurance coverage for the Project in amounts customarily provided in the industry considering the scope of the Project. Developer shall also obtain and maintain, general liability in the amount of \$1,000,000 per occurrence and \$3,000,000.00 aggregate. Certificate(s) of insurance shall be provided to the City prior to the commencement of construction of the Project and thereafter upon request of the City.

8. General Construction Requirements. Developer shall abide by all of the following in the construction of the Project:

a. Compliance with Approved Plan. Developer shall construct the Project in substantial compliance with the plans and specifications as approved by the City and any conditions imposed as part of the permitting and approval process of the State, the City or any other agency entitled to give approval.

b. Quality of Work. All work to be performed by Developer in and on the Property and the construction and maintenance of the Project shall be performed in a good and workmanlike manner and consistent with the prevailing industry standards for high quality construction in the area of the City. Developer shall perform all work in compliance with all applicable laws, regulations, ordinances, and permits, and Developer shall at its sole cost and expense obtain and maintain all necessary permits and licenses for such work.

c. Access. Developer shall allow representatives of the City reasonable access to the Property at all reasonable times for the purposes of reviewing compliance with this Agreement, including, but not limited to inspecting all work being performed in connection with this Agreement.

C. City General Obligations.

The City is responsible for the following:

1. Creation of Parcel. The City has completed and recorded a certified survey map creating the parcel comprising the Property and reflecting easements encumbering the Property for existing utilities and access easements (the "CSM"). The CSM is attached hereto as Exhibit C.1.

2. Use of Adjoining City Parkland. The City shall permit the improvement of the Adjacent Parkland and accept the donation of the Hardscape Amenities located on the Adjacent Parkland described Section B.5, above, subject to the condition that all use of the Adjacent Parkland shall at all times be non-exclusive and open to the public. The City shall, at its sole cost and expense and not as a charge that can be specially taxed against the Property, mow the grass and provide garbage removal from the Adjacent Parkland in the same manner as the adjacent park properties and maintain, repair, and replace the access easements reflected on the CSM in a good and safe condition, including snow and ice removal.

3. Sale of Property. Upon approval of (i) final development plans for the Project (the "Plans") by the City, (ii) the proposed Project Financing by Developer and the City, (iii) evidence of insurable title for the Property by Developer, and (iv) the environmental condition of the Property by Developer, the City will convey the Property to Developer by warranty deed, free and clear of all liens and encumbrances, except municipal and zoning ordinances, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and the easements reflected on the CSM, for \$1.00.

a. The evidence of title shall take the form of an owner's policy of title insurance, acceptable to Developer in Developer's reasonable discretion, in the amount of \$ _____ on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin, including a "gap" endorsement or equivalent gap coverage.

b. Seller shall pay all closing costs associated with the conveyance.

c. The Property is a brownfield. The City represents and warrants that the City has enrolled the Property in the Voluntary Party Liability Exemption program and that the City has followed the plan and direction of the Wisconsin Department of Natural Resources with regard to site remediation. Remaining in the VPLE program is at the option and expense of Developer. Recent testing revealed levels of methane above the lower explosive limit at vapor probe locations within or near the footprint of the proposed building. Subject to Section D.7 of this Agreement, Developer acknowledges the condition of the Property, the requirement for WDNR approval of environmental remediation plan for the Project and recognizes and accepts financial responsibility for environmental remediation of the Property, including any methane mitigation measures that may be required for the Building.

4. Public Parking. The City will design and construct a public parking area within the waterfront area northwesterly and adjacent to the Property. The design of the parking area and total number of spaces shall be at the discretion of the City, provided, however, the City shall construct a minimum of 30 parking spaces on or before June 1, 2023. During the construction of the Project and the adjacent projects known as Breakwater Residences and The Granary renovation (all three projects are collectively referred to as the "Adjacent Projects"), the surface of the parking area may consist of gravel. Upon completion of the Adjacent Projects, the City shall cover the surface area of the lot with asphalt or other hard, smooth surface. The City will provide preliminary designs of the parking area to Developer for comment and coordination, but final design of the parking area, including the number of parking spaces, will be in the sole discretion of the City provided, however, the number of parking spaces shall not be fewer than 30 and no part of the parking area shall be reserved for the exclusive parking of any of the Adjacent Projects. Temporary and overnight parking in the public parking area shall be allowed for employees, patrons, tenants, and other guests or invitees of the Project. The City retains the right to temporarily restrict parking in the parking area during events at the adjoining park area and for snow removal or maintenance.

5. Developer Incentive. As an inducement to complete the Project, the City will provide Tax Increment Financing to Developer as described in Section G.

6. WEDC grant. The City will apply for a Community Development Investment Grant through the Wisconsin Economic Development Corporation and, if received, will ensure that the grant funds are used for improvements on the West Waterfront for the sole benefit of the Project. At the City's discretion such improvements may include public parking, lighting, signage, pedestrian paths, landscaping, seating, public art, water features, recreational activities, drainage and other infrastructure, and other park amenities.

7. Maintenance of Public Space. The City shall, at its sole cost and expense and not as a charge that can be specially taxed against the Property, provide year-round maintenance (snow removal, mowing, repair, and replacement, etc.) for the parking area, walkways, lighting, and other elements within the adjoining municipal parkland, provided, however, that Developer will be

responsible for the maintenance costs of the Hardscape Amenities donated by Developer to the City under Section B.5.

8. Building Restriction within Municipal Parkland. The City shall not erect or place any building larger than 150 square feet or taller than one-story within the municipal parkland adjoining the Adjacent Projects. This provision does not apply to the property within the Sturgeon Bay Historical Society Foundation leased area or to the property located southeasterly of the American Transmission Company easement.

9. Liquor License. Upon payment by Developer or Developer's designee of the \$30,000 initial license fee, the City shall issue one Premier Economic Development District Class B liquor license for the Project to SB Plaza LLC or such other entity as Developer may designate.

10. Mobile Food Vendors. The City shall make available permits to qualified food vendors permitting such qualified food vendors to operate mobile food carts within the Adjacent Parkland.

D. Conditions Precedent.

In addition to compliance with Developer's obligations as set forth in Section B.1, and Section B.7, above, before the Project will commence, the following conditions shall be satisfied:

1. Zoning. Developer shall have obtained zoning approval for the Project, including approval from the Plan Commission for reduced building setbacks in the C-2 District and a certificate of appropriateness from the Aesthetic Design and Site Plan Review Board.

2. Plans and Specifications for Off-Site Improvements. Developer and the City shall have reached agreement on the location and design of the Hardscape Amenities to be donated by Developer to the City under Section B.5.

3. Construction Contracts. Developer shall have entered into a general contract for construction of the Project (the "Construction Contract").

4. Building Permit. Developer shall have received a building permit from the City, issued pursuant to City and State of Wisconsin building code requirements.

5. Financing. Developer shall have secured the Project Financing and shall have provided evidence satisfactory to the City in its sole discretion of the receipt of all such financing.

6. Utilities. Developer shall have determined that major utilities including water, sanitary sewer, CATV, phone service, are adequately sized and available to service the Project.

7. DNR Remediation Plan. Developer shall be satisfied in Developer's sole discretion with terms and conditions of the DNR remediation plan encumbering the Property and any

amendments to such plan that may be necessitated as a result of recent testing on the Adjacent Projects and adjoining public land.

8. Alcohol Consumption in the Adjacent Parkland. The City shall take the necessary steps to allow the consumption of alcoholic beverages in the Adjacent Parkland.

E. Representations and Warranties and Covenants of Developer.

1. Covenants: Developer represents and warrants to and covenants with the City as follows:

a. Taxes. Developer has paid, and will pay, all federal, state and local taxes prior to such taxes becoming delinquent, and will promptly prepare and file returns for accrued taxes prior to any taxes becoming delinquent.

b. Payment of Contractors and Material Suppliers. Developer will comply with Developer's payment obligations set forth in the Construction Contract for work performed and materials furnished for the Project

c. Statements and Information True. No statement of fact by Developer contained in this Agreement and no statement of fact or other information furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made. The parties acknowledge and agree that this Section E.1 shall not apply or pertain to statements of fact made by third-parties or other information developed or provided by third-parties, even though Developer may have furnished such statements or information to the City, including, but not limited to, statements or information provided by Developer's lender, engineer, architect, contractors, or environmental engineers, provided Developer was not aware of the inaccuracy or misleading information at the time the information is provided to the City.

d. No Default. No default, or event that, with the giving of notice or lapse of time or both would be a default, exists under this Agreement by Developer, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument entered into in connection with the construction or the financing of the Project. Developer shall promptly report any material default of Developer or any contractor in its obligations under any the Construction Contract if such default would have a substantial adverse affect on the Project.

e. Compliance with Laws. Developer will conform and comply with, and will cause the Project to be in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City, all environmental laws, rules, regulations and ordinances pertaining to the Property. The parties acknowledge and agree that

this Section E.1 shall not apply to the land division effected by the City with respect to the preparation, approval, and recordation of the CSM establishing the Property as a separate legal parcel.

f. Compliance with Standards and Plans. Developer will cause the Project to be constructed in a good and workmanlike manner and substantially in accordance with the Plans for the Project. Developer shall not materially alter the Site Plan or building plan for the Project previously approved by the City without the prior written consent of the City which consent shall not be unreasonably withheld or delayed.

g. Changes to Project. Developer will not, without City's prior written consent, materially change the scope or budget of the Project or the uses of the Project, which consent shall not be unreasonably withheld or delayed.

h. Permits and Approvals. Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority in connection with Developer's development, construction, management and operation of the Project.

2. Developer Represents and Warrants to the City:

a. Accuracy of Documents. All copies of documents, contracts and agreements pertaining to the Project which Developer has furnished to the City are true and correct copies, in all material respects, of such documents, contracts and agreements.

b. Developer Status. Developer represents and warrants that (i) it is a for profit entity, duly formed and validly existing under the laws of the State of Wisconsin and has the power and has or will have (as set forth herein) all necessary licenses, permits and franchises to own its assets and properties and to carry on its business and (ii) it is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

c. Authority. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Developer and constitute the valid and binding obligations of Developer enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

d. No Violations. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's organizational documents or any instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations

pursuant to this Agreement violate or conflict with any law applicable to Developer or the Project.

e. No Litigation. No litigation or proceeding pending or threatened against or affecting Developer that would adversely affect the Project or Developer or the enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

3. The representations and warranties contained herein shall be true and correct at all times as required by this Agreement. Developer shall comply with all covenants contained herein at all times during the term of this Agreement.

F. Representations and Warranties and Covenants of City. The City hereby warrants and represents to the Developer that, subject to the approval of City Common Council:

1. Authority. The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the City, and no other or further acts or proceedings of the City or its officials are necessary to authorize and approve the execution, delivery, and, subject to annual appropriation by the City Common Council, performance of this Agreement, and the matters contemplated hereby.
2. Binding Nature. This Agreement, the exhibits, documents, and instruments associated herewith and made a part hereof, have, if applicable, been duly executed and delivered by the City and constitute the legal, valid, and binding agreement and obligation of the City, enforceable against the City in accordance with their respective terms, except as the enforceability thereof may be limited by applicable law and as is otherwise subject to annual appropriation by the City Common Council.
3. No Litigation. There is no litigation or proceeding pending or threatened against or affecting the City, the Property, or the Project that would adversely affect (i) the Project or Developer, (ii) the enforceability of this Agreement, (iii) the ability of Developer to complete the Project, or (iv) the ability of Developer or the City to perform its respective obligations under this Agreement.
4. Title. The City has merchantable fee title to the Property and has the full right, power, and authority to convey the Property to Developer in full accordance with the terms of this Agreement. The Property is not subject to the public trust doctrine and may be conveyed by the City to Developer without violating the judgement entered in Friends of the Sturgeon Bay Public Waterfront, et. al, vs City of Sturgeon Bay, et. al, Case No. 16-CV-23 in the Circuit Court for Door County, State of Wisconsin, dated March 8, 2017, and filed on March 13, 2017.
5. Land Division. The land division effected by the City with respect to the preparation, approval, and recordation of the CSM that established the Property as a separate legal parcel, the entirety of which is located landward of the ordinary high water mark as finally determined by Wisconsin Department of Natural Resources.

6. Submerged Lands Lease. The Property is not subject to that Submerged Lands Lease Agreement entered into between the Board of Commissioners of Public Lands, as Lessor, and the City of Sturgeon Bay, as Lessee, with a term commencing on September 1, 2020 (the "Submerged Lands Lease") and the construction by Developer of the Hardscape Amenities and the subsequent donation of the Hardscape Amenities located on the Adjacent Parkland does not violate the Submerged Lands Lease.

G. Taxation and Tax Increment.

1. Tax Increments to Offset Developer Costs. Developer has requested and the City has agreed to make available to Developer the amount of \$685,000.00 to be paid by the City to Developer on the terms and conditions set forth in this Agreement (the "Tax Increment Financing") for the costs related to the acquisition of the Property and the development of the Project, including construction costs, engineering costs, architect fees, and legal fees (collectively, the "Developer's Project Costs").

2. Developer Obligation to Add Tax Base. The Tax Increment Financing paid to the Developer is based upon and limited by the tax base added to the Property in the form of increased assessed property value. The assessed value of the Property as of the date of this Agreement is \$0.00 (the "Assessed Value Base"). The estimated assessed value of the Property upon completion of the Project is \$2,400,000.00. The assessed value of the Property, and therefore the Tax Increment payable to Developer toward the Tax Increment Financing under this Agreement (as defined in Section G.3, below), may fluctuate.

3. Tax Increment to be Paid to Developer. Commencing February 1, 2023 through the Termination Date (defined in Section G.6, below), the real property tax generated and collected by the difference between the Assessed Value Base and the then current assessed value of the Property (the "Tax Increment"), shall be paid to Developer at such times and in accordance with the terms of this Agreement so long as Developer is not delinquent in payment of property taxes with respect to the Property.

4. Payment of Tax Increment. The Tax Increment collected upon the Property to be paid to Developer shall be tracked in a Special Loan Repayment Account. The Special Loan Repayment Account shall be used exclusively to pay Developer the Tax Increment Financing plus an amount equal to 4 % of the unpaid portion of the Tax Increment Financing calculated on an annual basis (the "Deferred Portion of TIF"). Provided Developer is not in Default of any of its obligations under this Agreement, each year, within 21 days after deposit of real estate taxes by Door County into the City's account the City will pay to Developer the entire amount then held in the Special Loan Repayment Account. Developer will use such payments solely to reimburse itself for the Developer's Project Costs.

5. Developer Responsible for Shortfall. The payment to Developer pursuant to Section G.4, above, shall never exceed the annual collected Tax Increment generated from the Property as paid into the Special Loan Repayment Account. Developer assumes full financial responsibility for any shortfall arising from the difference between the annual collected Tax

Increment and the balance, if any, in the Special Loan Repayment Account to be paid to Developer and Developer's annual payments under the TIF-Backed Loan, if any, and any other component of the Project Financing.

6. Cessation of Payments. All payment obligations from the City to Developer shall cease and be considered satisfied in full upon the expiration of the TID or at such time as the City has paid the Tax Increment Financing and the Deferred Portion of TIF, whichever first occurs (the "Termination Date"). Any excess funds remaining in the Special Loan Repayment Account after the payoff of the Tax Increment Financing and the Deferred Portion of TIF shall be retained by the City. If Developer refinances or pre-pays a TIF-Backed Loan (or any other component of the Project Financing), then the City's obligation to make payments of the Tax Increment Financing to Developer, as and to the extent provided in this Section G, shall continue until the Termination Date.

7. TID to Remain Open. The City shall take no action to dissolve the TID prior to its statutory expiration unless the accumulation of funds paid through or contained in the Special Loan Repayment Account are sufficient to cover the payment in full of Tax Increment Financing and the Deferred Portion of TIF.

8. Tax-Exempt Covenant. Other than the Developer's donation to the City of the components of the Hardscape Amenities located on the Adjacent Parkland, Developer shall not sell, lease, assign or otherwise convey any real property interest in the Project or the Property to a person or entity exempt from general property taxation or in a manner that would cause all or any portion of the Project or the Property (other than the components of the Hardscape Amenities located on the Adjacent Parkland) to be exempt from general property taxation unless the person or entity acquiring such real property interest enters into an agreement with the City obligating such person or entity to make a payment in lieu of taxes each year to the City in the amount of the property tax last levied on the property to be conveyed as of the date of conveyance by the Developer to such person or entity (the "Tax-Exempt Covenant"). The Tax-Exempt Covenant shall run with the land and will bind all current and subsequent owners in title to the Property. The terms of the Tax-Exempt Covenant shall survive the completion of the Project and the termination of this Agreement.

H. Indemnification.

1. Indemnification Obligations.

- a. Of Developer. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement, or any documents incorporated herein by reference, Developer (the "Indemnifying Party"), shall indemnify, hold harmless and defend the City, its council members, officers, employees, contractors, agents, insurers and attorneys (each an "Indemnified Party," and together, the "Indemnified Parties") from and against any and all third-party liabilities, claims, losses, damages, interest, actions, suits, judgments, costs, expenses, attorneys' fees, and the like ("Third Party Claims"), excluding and limited to the following, any Third Party Claims that relate to the City's acts

or omissions related to the creation of the TIF District, the City's obligations under the Submerged Lands Lease, the approval and subsequent payment of the Tax Increment Financing and the Deferred Portion of TIF, or the City's obligations with respect to the Adjacent Parklands, those Hardscape Amenities donated by Developer to the City (except to the extent such Third Party Claim relates to Developer's construction or installation of such Hardscape Amenity or Developer's obligation to clean and maintain such Hardscape Amenity), to whomsoever owed and by whomsoever and whenever brought or obtained, to the extent such Third Party Claims relate to, or arise in the course of, any act or failure to act by Developer in connection with its development of the Project or otherwise related to Developer's obligations under this Agreement. This provision shall apply regardless of the negligence of City officers, agents, or employees.

- b. Of City. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement, or any documents incorporated herein by reference, the City (the "Indemnifying Party"), shall indemnify, hold harmless and defend Developer, its members, officers, employees, contractors, agents, insurers and attorneys (each an "Indemnified Party," and, together, the "Indemnified Parties") from and against Third Party Claims related to the creation of the TIF District, the City's obligations under the Submerged Lands Lease, the approval and subsequent payment of the Tax Increment Financing and the Deferred Portion of TIF, or the City's obligations with respect to the Adjacent Parklands, those Hardscape Amenities donated by Developer to the City (except to the extent such Third Party Claim relates to Developer's construction or installation of such Hardscape Amenity or Developer's obligation to clean and maintain such Hardscape Amenity) to whomsoever owed and by whomsoever and whenever brought or obtained, to the extent such Third Party Claims relate to, or arise in the course of, any act or failure to act by the City in connection with those matter provided in this sentence. The City's duty to defend shall be limited to the forgoing. All other Third Party Claims including but not limited to those that relate to Developer's development, construction, and operation of the Project, Developer's obligations under the Project Financing or the Construction Contract, or a breach by Developer of Developer's representations, warranties, and covenants set forth in this Agreement, or otherwise related to the Developer's obligations under this Agreement shall not be subject to this indemnification provision.

2. Indemnification Procedures. In the case of Third Party Claims with

respect to which indemnification is sought, the Indemnified Party shall give prompt notice to the Indemnifying Party of any such Third Party Claim made upon it. If the Indemnified Party fails to give such notice, such failure shall not preclude the Indemnified Party from obtaining such indemnification but its right to indemnification may be reduced to the extent such delay prejudiced the defense of the Third Party Claim or increased the amount of liability or cost of defense.

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

4. Pursuit of Defense/Cooperation/Legal Fees. Upon the assumption of control of any Third Party Claim by the Indemnifying Party as set out in Section H.3, above, the Indemnifying Party 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 Indemnified Party and, in connection therewith, the Indemnified Party shall cooperate fully, but at the expense of the Indemnifying Party with respect to any out-of-pocket expenses incurred, to make available to the Indemnifying Party all pertinent information and witnesses under the Indemnified Party's control, make such assignments and take such other steps as in the opinion of counsel for the Indemnifying Party are reasonably necessary to enable the Indemnifying Party to conduct such defense. The Indemnifying Party's obligation to indemnify and defend under this Section H shall terminate with respect to any Third Party Claim if the Indemnified Party fails to cooperate as set forth in the preceding sentence. The Indemnified Party shall also have the right to participate in the negotiation, settlement or defense of any Third Party Claim at its own expense. The Indemnified Party shall not settle any Third Party Claim without the prior written consent of the Indemnifying Party, such consent not to be unreasonably withheld.

5. Failure of Indemnifying Party to Assume Defense. If the Indemnifying Party does not assume control of a Third Party Claim as permitted in Section H.3, above, the Indemnified Party 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 the Indemnifying Party.

I. Default.

1. Events of Default. The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder:

a. Failures under this Agreement. Developer or the City (the "Defaulting Party") fails to timely perform or observe any of its covenants or obligations (other than as set forth in Section I.1.b and Section I.1.c, below) under this Agreement, and such failure continues for 30 days following notice thereof from the non-Defaulting Party to the Defaulting Party (or such longer period of time as is necessary to cure such failure as long as (i) the Defaulting Party has commenced the cure of such failure within the 30-day period, (ii) the Defaulting Party is diligently pursuing the cure of such failure, and (iii) the failure is cured not later than 90 days following the notice thereof from the non-Defaulting Party);

b. Insurance and Dangerous Conditions. Section I.1.a, above, notwithstanding, if Developer fails to keep required insurance in force or if Developer's failure to perform or observe any of its covenants or obligations results, or threatens to result, in imminent harm to persons or property, the cure period will be two business days following notice thereof from City to Developer, or such longer period of time as is necessary to cure such condition as long as (i) Developer has commenced the cure of such condition within such 2-day period, (ii) Developer is diligently pursuing the cure of such condition, and (iii) the condition is cured not later than 30 days following the notice thereof from the City. During such cure period Developer shall cease all operations upon the Property except those operations dedicated to curing such condition;

c. Insolvency. Section I.1.a, above, notwithstanding, Developer: (i) becomes insolvent or does not pay, or is unable to pay, or admits in writing its inability to pay, its debts as they mature; or (ii) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or (iii) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it, and such petition, application or proceeding remains undismissed for a period of 90 days or Developer files an answer to such a petition or application, admitting the material allegations thereof; or (v) applies to a court for the appointment of a receiver or custodian for any of its assets or properties, or has a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver is not discharged within 90 days after its/his appointment; or (vi) adopts a plan of complete liquidation of its assets; or

d. Cessation of Existence. Developer is dissolved.

e. Default Under Loan Documents. A default occurs on any indebtedness of or loan to Developer for the construction of the Project or any agreement providing security

for such indebtedness and such lender or security holder has commenced an action to recover such indebtedness or loan or to foreclose such mortgage or security interest.

2. Remedies.

a. Available Remedies. Upon the occurrence of any Default, without further notice, demand or action of any kind by the non-Defaulting Party, the non-Defaulting Party may pursue any or all of the rights and remedies available to the non-Defaulting Party at law and/or in equity and/or under this Agreement against the Defaulting Party, including without limitation, the right to damages caused by any such Default and the right to specific performance against the Defaulting Party. In addition, the Defaulting Party shall have the right to suspend performance of any of its obligations or covenants under this Agreement, including, without limitation, the City's obligation to make payments to Developer if Developer is the Defaulting Party.

b. Remedies Cumulative. No remedy herein conferred upon the parties is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity.

c. No Waiver. No failure or delay on the part the non-Defaulting Party in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

d. City's Right to Cure Default. In case of failure by Developer to pay any fees, assessments, charges or taxes arising with respect to the Project or to comply with the terms and conditions of this Agreement, the City may pay such fees, assessments, charges or taxes or take such action as it deems, in its sole discretion, to be necessary to remedy the failure of Developer, and, in that event, the cost thereof shall be payable by Developer to the City upon demand.

e. Interest. Any amount of money owed by one party to the other that is not paid when and as due shall accrue interest from the date due until the date paid at the rate of 12% per annum.

f. Attorney Fees. In any legal proceeding to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to collect the costs and expenses, including, but not limited to attorneys' fees and costs, incurred, whether the same were incurred before, during or in the enforcement of judgment or award resulting from, such legal proceeding. In any such action, the parties shall request that the presiding official make a specific finding as to which of the parties is the prevailing party.

g. Statutory Limitation. Nothing in this agreement shall affect the defenses, immunities and limitations provided the City in Section 893.80 Wis. Stats.

J. Miscellaneous.

1. Termination of Agreement. This Agreement shall terminate upon the occurrence of the earlier of: (a) the parties signing an agreement of termination; (b) full payment of the Tax Increment Financing and the Deferred Portion of TIF; (c) termination of the TID; and (d) termination under Section D as a result of a failed condition precedent.

2. Assignment. Except as set forth in Section J.3, below, Developer may not assign this Agreement or any of its rights under it without prior written consent of the City, which consent shall not be unreasonably withheld. Any permitted assignment shall be bound by all of the provisions of this Agreement. Nothing shall prevent Developer from establishing an operating entity for the purpose of constructing improvements to or operating the facility, provided Developer first provides the City with evidence satisfactory to the City in its reasonable discretion, of the ability, including financial ability, of such entity to timely and fully perform all of Developer's obligations and covenants under this Agreement. Any such entity shall construct the improvements and operate the facility in accordance with all provisions of this Agreement. Nothing in this Agreement shall be construed as prohibiting or restricting Developer from leasing all or a portion of the Property to one or more third parties after substantial completion of the Project provided Developer remains obligated under this Agreement and any such tenants are obligated to operate in accordance with the provisions of this Agreement.

3. Collateral Assignment. Developer may assign its rights and obligations under this Agreement to a lender or lenders, solely for purposes of providing collateral security for a loan issued to Developer for the purposes of the construction, development, or operation of the Project. Any such assignment shall be contingent upon, or become effective only following, an event of default Developer under the terms of the loan. So long as Developer has notified the City of the identity and contact information for its lender, the City will use reasonable efforts to notify Developer's lender of any Default by Developer hereunder. Any such assignment shall include the right to receive payments from the City of the Tax Increment Financing and the Deferred Portion of TIF only, and no such assignment shall relieve Developer of any of its obligations to the City hereunder.

4. Governing Law. This Agreement has been entered into and will be governed by the laws of the State of Wisconsin, without regard to conflict of laws principles.

5. Exclusive Venue. The exclusive venue for any legal proceeding involving the interpretation or enforcement of this Agreement shall be the circuit court for Door County, Wisconsin, the parties acknowledging that the exclusive venue is the most convenient and appropriate venue or all possible venues.

6. Modifications. No modifications to this Agreement shall be made except in writing signed by the parties.

7. Authority to Execute Agreement. Each of the individuals signing this Agreement represents and warrants to the other party that such individual has been duly authorized to execute this Agreement on behalf of the party they purport to represent.

8. Waiver. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Developer, and then only to the extent specifically set forth in writing.

9. Survival. All agreements, representations, warranties, covenants, liabilities and obligations made in this Agreement or in any document delivered pursuant to this Agreement shall survive the execution and delivery of this Agreement.

10. Notices. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or one day following deposit with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid, or (iii) upon transmission by e-mail, provided (a) the sender does not receive a transmission failure message and (b) if the email is sent after 5:00 p.m. Central Time, it shall be deemed received on the next business day, i.e., a day on which the City is open for business. Each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other of a change of address:

If to Developer: WWP Development, LLC
6140 N. Shoreside Circle
Sturgeon Bay, WI 54235

Attn: Jennifer Gentry
Email: jlgency9@gmail.com

With a copy to: Stroud, Willink & Howard, LLC
P.O. Box 2236
Madison, WI 53701-2236

Attn: Joseph P. Bartol
Email: jbartol@stroudlaw.com

If to the City: City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI 54235
Attn: Mayor
Email: sbmayor@sturgeonbaywi.org

With a copy to: City of Sturgeon Bay
Sturgeon Bay, WI 54235
Attn: Marty Olejniczak
Email: molejniczak@sturgeonbaywi.org

With a copy to: Davis & Kuelthau
318 S. Washington St, Suite 300

Green Bay, WI 54301
Attention: James M. Kalny
E-Mail: jkalny@dkattorneys.com

11. Entire Agreement. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof.

12. Severability. Any provision of this Agreement that is determined to be unenforceable shall be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement.

13. No Joint Venture. Nothing in this Agreement or any other documents executed pursuant to this Agreement, shall be construed as creating a partnership or joint venture between the City and Developer or between the City and any other person, or cause the City to be responsible in any way for the debts or obligations of Developer or any other person. Developer shall not make any assertion inconsistent with this paragraph.

14. Time of the Essence. Time is of the essence of each and every obligation or agreement contained in this Agreement.

15. Force Majeure. If any party is delayed or prevented from timely completing construction of the Project, by reason of fire, earthquake, war, flood, riot, strikes, labor disputes, pandemic, epidemic, governmental restrictions, judicial order, public emergency, or other causes beyond the control of the party obligated to perform, performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.

16. Headings. The headings in this Agreement are for reference only and are not intended to modify any of the terms and conditions of this Agreement.

17. No Construction Against Drafter. This Agreement is the product of negotiation among all of the parties hereto and no term, covenant or provision herein or the failure to include a term, covenant or provision shall be construed against any party hereto solely on the basis that one party or the other drafted this Agreement or any term, covenant or condition contained herein.

[Signature page(s) follow(s).]

WHEREFORE, the parties have signed this Development Agreement as of the date first written above.

CITY OF STURGEON BAY, WISCONSIN

By: _____
David J. Ward, Mayor

Attest: _____
Stephanie L. Reinhardt, City Clerk

STATE OF WISCONSIN)
)ss.
DOOR COUNTY)

Personally appeared before me this ____ day of _____, 2022, the above-named David J. Ward and Stephanie L. Reinhardt, the Mayor and City Clerk, respectively, of the City of Sturgeon Bay, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority.

Name: _____
Notary Public, State of Wisconsin
My Commission expires: _____

WWP Development, LLC

By: _____
Its: _____

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally appeared before me this ____ day of _____, 2022, the above-named _____ and _____, to me known to be the persons who executed the foregoing agreement on behalf of said corporation and by its authority.

Name: _____
Notary Public, State of _____
My Commission expires: _____

This instrument was drafted by:

Attorney James M. Kalny
Davis & Kuelthau, s.c.
318 S. Washington Street, Suite 300
Green Bay, WI 54301

DONATION AGREEMENT (The Sturgeon Bay Plaza)

This Donation Agreement (this "Agreement") is made this ____ day of _____, 2022, by the City of Sturgeon Bay, Sturgeon Bay, Wisconsin, a Wisconsin municipal corporation (the "City"), and WWP Development, LLC, a Wisconsin Limited Liability Company ("Developer"). The City and Developer are referred to individually as a "Party" and together as "the Parties."

RECITALS

A. The City and Developer are parties to a Development Agreement, dated as of _____, 2022, by which Developer will be making certain improvements to the real property, identified for real estate tax purposes as Tax Parcel No. 2811210080101A3 (the "Property"), which is located within the City's Tax Increment District #4 (the "TID").

B. Under the Development Agreement, Developer has promised to donate to the City certain Hardscape Amenities, which include the personal property described on the attached hereto and marked Exhibit A. The property described on Exhibit A is referred to herein as the "Donated Property."

C. The Donated Property will be located on City park real estate located on property adjacent to the Property, as described on the Site Plan submitted to the City by Developer (the "Park").

D. The Parties desire to set forth the terms by which the Donated Property will be donated, used and maintained.

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

1. Donation. Developer will donate the Donated Property before completion of the Project, as defined in the Development Agreement. (All capitalized terms that are not defined in this Agreement shall have the definitions assigned to them in the Development Agreement.) The Donated Property shall be conveyed to the City free and clear of all liens, encumbrances and other claims. Without assuming any liability for the condition of the Donated Property, the City may inspect and approve the design and location of the Donated Property before it is installed in the Park. The City may reject any Donated Property that the City determines in its sole discretion is not new and in a good and safe condition.

2. Use. Upon the donation, the Donated Property shall be public property open to the use and enjoyment of the general public. Customers and staff of businesses located on the Property may use the Donated Property but shall not have or claim any priority in use of the Donated Property.

3. Maintenance of Donated Property. At its cost, Developer shall keep the Donated Property in good clean and safe condition keeping the are neat and orderly. If Developer fails to do so and such failure continues for a period of 30 days from notice, among other remedies, the

City may take such action as it deems necessary to put the Donated Property in the condition required and charge the reasonable costs of doing so to Developer, payment for which shall be due and payable to the City no later than 10 days from demand.

4. Maintenance of Park. The City will maintain the Park according to the City's usual and customary procedures and standards, including mowing, snow removal and picking up and disposing of debris. The foregoing notwithstanding, businesses on the Property shall encourage their customers to deposit trash and recyclables in appropriate containers provided by the City.

5. Insurance. In addition to any insurance required of Developer under the Development Agreement, all owners of businesses on the Property whose customers can be expected to use the Park for activities related to such businesses, e.g., customers of a business that serves food or beverages, shall maintain a liability policy, naming the City as an additional insured, in the amount of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate, issued by insurance companies licensed to do business in the State of Wisconsin and reasonably acceptable to the City. Each such business owner shall deliver to the City current certificates of insurance, demonstrating their continuing compliance with this section.

6. Indemnification.

(a) Indemnification Obligations.

1. Indemnification by Developer. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement or any documents incorporated herein by reference, the Developer for itself, its owners, officers and members (each a "Developer Indemnifying Party," and together, the "Developer Indemnifying Parties"), shall indemnify, hold harmless and defend the City, its board members, directors, officers, employees, contractors, agents, insurers and attorneys and the successors and assigns of each of them (each a "City Indemnified Party," and, together, the "City Indemnified Parties") from and against any and all liabilities, claims, losses, damages, interest, actions, suits, judgments, costs, expenses, attorneys' fees, and the like (except for those items related to the City's acts or omissions related to the terms of this Agreement or any other acts or omissions of the City covered by the City Indemnifying Parties' obligations under Section 6(a)(2) immediately below) to whomsoever owed and by whomsoever and whenever brought or obtained, that may in any manner result from, relate to, or arise in the course of, any act or failure to act by Developer in connection with its obligations under this Agreement for the Donated Property. This provision shall regardless of the negligence of City officers, agents and employees.

2. Indemnification by City. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement or any documents incorporated herein by reference, subject to the immunity and protections provided the City by statute, including, without limitation, §893.80 of the Wisconsin Statutes, the City, for itself, its board members and officers (each a "City Indemnifying Party," and together, the "City Indemnifying Parties"), shall indemnify, hold harmless and defend the Developer, its owners, officers, members, employees, lessees,

contractors and agents, insurers and attorneys and the successors and assigns of each of them (each a “Developer Indemnified Party,” and, together, the “Developer Indemnified Parties”) from and against any and all liabilities, claims, losses, damages, interest, actions, suits, judgments, costs, expenses, attorneys’ fees, and the like (except for those items related to any of the Developer Indemnified Parties’ acts or omissions related to the Donated Property under this Agreement or covered by the Developer Indemnified Parties’ obligations under Section 6(a)(1) immediately above) to whomsoever owed and by whomsoever and whenever brought or obtained, that may in any manner result from, relate to, or arise in the course of, any act or failure to act by City in connection with its obligations under this Agreement.

(b) Indemnification Procedures.

1. Notice of Claim. In the case of claims made by a third party (a “Third Party Claim”) with respect to which indemnification is sought, the Indemnified Party, whether a Developer Indemnified Party or a City Indemnified Party, shall give prompt notice to any Indemnifying Party of any such Third Party Claim made upon it. If the Indemnified Party fails to give such notice, such failure shall not preclude the Indemnified Party 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.

2. Assumption of Defense. Unless (i) the Indemnifying Party is also a party to such Third Party Claim and the Indemnified Party determines that joint representation would be inappropriate, or (ii) the Indemnifying Party fails to provide reasonable assurance to the Indemnified Party of the Indemnifying Party’s financial capacity to defend such Third Party Claim and provide indemnification with respect to such Third Party Claim, the Indemnifying Party, by notice to the Indemnified Party given not later than ten (10) days after receipt of the notice of the Third Party Claim, shall 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 Indemnified Party and provided the Indemnifying Party 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 Indemnified Party without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld and (ii) indemnify the Indemnified Party in accordance with the terms contained in this section in respect of the Third Party Claim.

3. Pursuit of Defense/Cooperation/Legal Fees. Upon the assumption of control of any Third Party Claim by the Indemnifying Party as set out in subsection 6(b)(2) above, the Indemnifying Party 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 Indemnified Party and, in connection therewith, the Indemnified Party shall cooperate fully, but at the

expense of the Indemnifying Party with respect to any out-of-pocket expenses incurred, to make available to the Indemnifying Party all pertinent information and witnesses under the Indemnified Party's control, make such assignments and take such other steps as in the opinion of counsel for the Indemnifying Party are reasonably necessary to enable the Indemnifying Party to conduct such defense. The Indemnifying Party's obligation to indemnify and defend under this subsection 6(b)(3) shall be terminated with respect to any Third Party Claim if the Indemnified Party fails to cooperate as set forth in the preceding sentence. The Indemnified Party shall also have the right to participate in the negotiation, settlement or defense of any Third Party Claim at its own expense. The Indemnified Party shall not settle any Third Party Claim without the prior written consent of the Indemnifying Party, such consent not to be unreasonably withheld.

(c) Failure of Indemnifying Party to Assume Defense. If the Indemnifying Party does not assume control of a Third Party Claim as required in subsection 6(b)(2) above, the Indemnified Party 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 the Indemnifying Party.

7. Term. This Agreement shall remain in effect from the date first appearing above and shall terminate if and when: (a) the Parties agree to terminate it; (b) the Project is not developed; (c) the Project ceases to include any commercial activity; or (d) the City elects to terminate it on the basis of an Event of Default on the part of the Developer. Termination shall not cause a reversion or revesting of title in the Donated Property, however.

8. Default. It shall be an Event of Default under this Agreement if:

(a) Either Party fails to Perform any of its obligations hereunder and such failure continues for a period of 30 days from notice sent by the other Party; provided, however, if such failure does not threaten imminent harm to persons or property or is not a failure to deliver appropriate proof of insurance to the City, and cannot be cured with such 30 days, the non-performing party shall have a reasonable additional period of time (not to exceed 60 extra days – a total of 90 days) to cure such failure;

(b) Developer or an owner of a business operated on the Property who is obligated to provide proof of insurance to the City fails to provide appropriate proof of insurance to the City and such failure is not cured within 3 business days of the lapse in such insurance (and during such cure period, commercial activity by the subject business owner shall be suspended);

(c) There exists a condition for which a Party is responsible that threatens imminent harm to persons or property and the responsible Party fails to remedy that condition to the satisfaction of the other Party within 3 business days of the earlier of the date the responsible Party becomes aware of such condition or the other Party gives notice of the same to the responsible Party (and during such remedy period, commercial activity by the subject business owner shall be suspended);

(d) Developer ceases doing business;

(e) Developer becomes the subject of a petition in bankruptcy, an assignment for the benefit of creditors, a supplemental receivership or any other proceeding designed for the benefit of creditors generally or a single creditor, which proceeding is not dismissed with 60 days of the date of its filing;

(f) Developer sells, enters into a ground lease or other long-term lease of the Property or otherwise transfers control of the Property without securing the City's approval to the same (which shall not be unreasonably withheld) and a written agreement from the grantee, lessee or other transferee to fully assume Developer's obligations under this Agreement;

(g) Developer defaults under the Development Agreement and fails to cure such default as may be permitted thereunder; or

(h) Any creditor providing financing for the Project files a legal proceeding to enforce the creditor's rights under any debt instrument or security document affecting Developer's development of the Project, which is not dismissed with prejudice within 120 days of its filing.

9. Remedies. Upon the occurrence of an Event of Default, the non-defaulting Party may exercise any and all remedies available to it in law or equity. All remedies shall be cumulative.

10. Interest. Any money not paid when and as due under this Agreement shall bear interest at the rate of 12% per annum.

11. Attorney Fees. In any legal proceeding involving the interpretation or enforcement of this Agreement, the prevailing Party shall be entitled to collect from the other Party its reasonable attorney fees incurred in relation thereto. In any such proceeding, the Parties shall request that the presiding official make a separate finding as to which of the Parties is the prevailing Party.

12. Assignment. This Agreement may not be assigned by either Party without the prior, written consent of the other Party. In case of an assignment of this Agreement by Developer, the City must first be satisfied, among other things, that the proposed assignee is of adequate financial strength to fully perform all of Developer's obligations under this Agreement and, in such regard, the proposed assignee shall be required to disclose such financial information as the City determines to be necessary for such determination.

13. Miscellaneous.

(a) Governing Law. This Agreement has been entered into and will be governed by the laws of the State of Wisconsin, without regard to conflict of laws principles.

(b) Exclusive Venue. The exclusive venue for any legal proceeding involving the interpretation or enforcement of this Agreement shall be the circuit court for Door

County, Wisconsin, the parties acknowledging that the exclusive venue is the most convenient and appropriate venue or all possible venues.

(c) Modifications. No modifications to this Agreement shall be made except in writing signed by the Parties.

(d) Authority to Execute Agreement. Each of the individuals signing this Agreement represents and warrants to the other Party that such individual has been duly authorized to execute this Agreement on behalf of the Party they purport to represent.

(e) Waiver. No waiver of any of a Party's obligations under this Agreement shall be valid unless in writing and signed by the Party giving the waiver, and then only to the extent specifically set forth in writing. No current waiver shall serve as a waiver of any future breach of the same obligation or a waiver of any simultaneous breach of any other of the Party's obligations hereunder.

(f) Survival. All agreements, representations, warranties, covenants, liabilities and obligations made in this Agreement or in any document delivered pursuant to this Agreement shall survive the execution and delivery of this Agreement.

(g) Notices. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or one day following deposit with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid, or (iii) upon transmission by e-mail, provided (a) the sender does not receive a transmission failure message and (b) if the email is sent after 5:00 p.m. Central Time, it shall be deemed received on the next business day, i.e., a day on which the City is open for business. Each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other of a change of address:

If to Developer: WWP Development, LLC
6140 N. Shoreside Circle
Sturgeon Bay, WI 54235

Attn: Jennifer Gentry
Email: jlgentry9@gmail.com

With a copy to: Stroud, Willink & Howard, LLC
P.O. Box 2236
Madison, WI 53701-2236

Attn: Joseph P. Bartol
Email: jbartol@stroudlaw.com

If to the City: City of Sturgeon Bay
421 Michigan Street

Sturgeon Bay, WI 54235
Attn: Mayor
Email: sbmayor@sturgeonbaywi.org

With a copy to: City of Sturgeon Bay
Sturgeon Bay, WI 54235
Attn: Marty Olejniczak
Email: molejniczak@sturgeonbaywi.org

With a copy to: Davis & Kuelthau
318 S. Washington St, Suite 300
Green Bay, WI 54301
Attention: James M. Kalny
E-Mail: jkalny@dkattorneys.com

(h) Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof.

(i) Severability. Any provision of this Agreement that is determined to be unenforceable shall be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement.

(j) No Joint Venture. Nothing in this Agreement shall be construed as creating a partnership or joint venture between the City and Developer or between the City and any other person, or cause the City to be responsible in any way for the debts or obligations of Developer or any other person. Developer shall not make any assertion inconsistent with this paragraph.

(k) Time of the Essence. Time is of the essence of every obligation or agreement contained in this Agreement.

(l) Force Majeure. If either Party is delayed or prevented from timely performing its obligations under this Agreement, by reason of fire, earthquake, war, flood, riot, strikes, labor disputes, pandemic, epidemic, governmental restrictions, judicial order, public emergency, or other event or cause beyond the control of the Party obligated to perform, performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay, provided, however, under no circumstances shall such event or cause excuse performance for a period of more than 90 days after the occurrence of the event or cause.

(m) Headings. The headings in this Agreement are for reference only and are not intended to modify any of the terms and conditions of this Agreement.

(n) No Construction Against Drafter. This Agreement is the product of negotiation among all of the Parties hereto and no term, covenant or provision herein or the failure to include a term, covenant or provision shall be construed against any party

hereto solely on the basis that one party or the other drafted this Agreement or any term, covenant or condition contained herein.

[Signature page(s) follow(s).]

WHEREFORE, the parties have signed this Donation Agreement as of the date first written above.

CITY OF STURGEON BAY, WISCONSIN

By: _____
David J. Ward, Mayor

Attest: _____
Stephanie L. Reinhardt, City Clerk

STATE OF WISCONSIN)
)ss.
DOOR COUNTY)

Personally appeared before me this ____ day of _____, 2022, the above-named David J. Ward and Stephanie L. Reinhardt, the Mayor and City Clerk, respectively, of the City of Sturgeon Bay, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority.

Name: _____
Notary Public, State of Wisconsin
My Commission expires: _____

WWP Development, LLC

By: _____
Its: _____

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally appeared before me this ____ day of _____, 2022, the above-named _____, the _____ of WWP Development, LLC, to me known to be the person who executed the foregoing agreement on behalf of said corporation and by its authority.

Name: _____
Notary Public, State of _____
My Commission expires: _____

This instrument was drafted by:
Attorney James M. Kalny
Davis & Kuelthau, s.c.
318 S. Washington Street, Suite 300
Green Bay, WI 54301

WEST ELEVATION FACING PARK



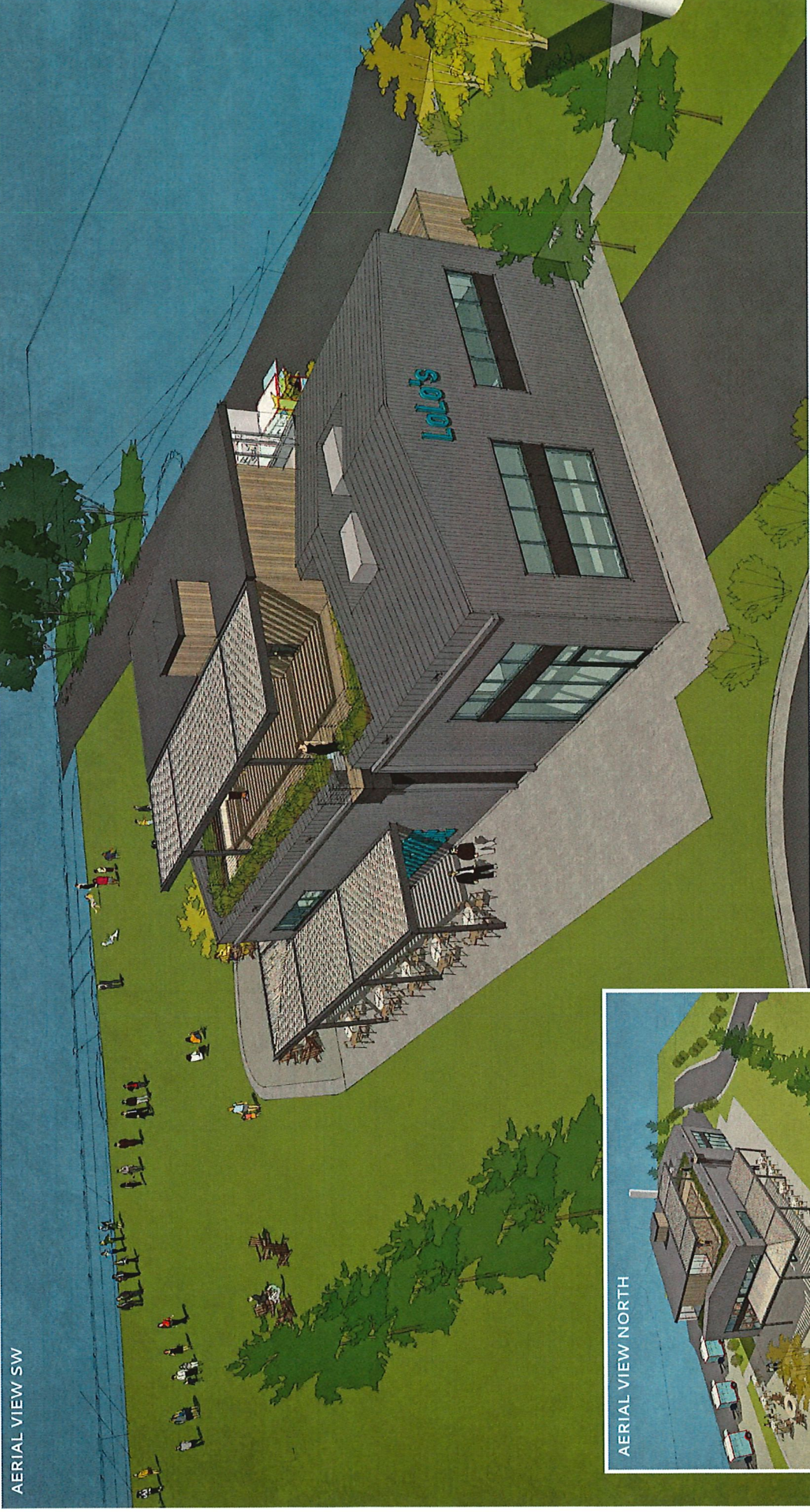
NORTH ELEVATION FACING PARK



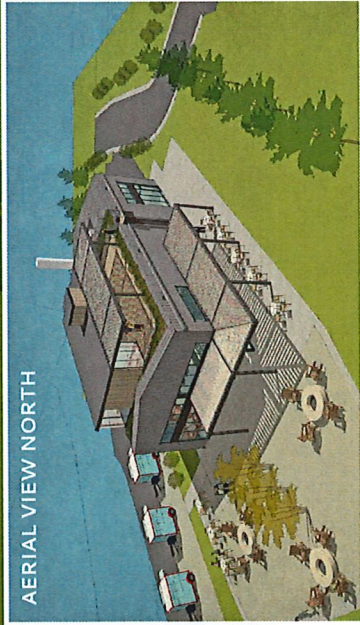
NORTHEAST ELEVATION FACING PARK



EAST ELEVATION FACING BRIDGE



AERIAL VIEW SW



AERIAL VIEW NORTH



N3310 State Rd 47
Appleton, WI 54913
(920) 733-2560

AT&T EASEMENT
(NON-EXCLUSIVE)
DOCUMENT NUMBER
797940

170.00
N40°21'39"E

S 49°36'21"E
14.38
91.04
S 49°36'21"E

CITY INSTALLATION

CITY INSTALLATION

INTERSECTION OF

| No. | Description | Date |
|-----|-------------|------|
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WVP DEVELOPMENT
LLC
SB TERRACE

100 E MAPLE ST
STURGEON BAY, WI 54235
LANDSCAPE PLAN

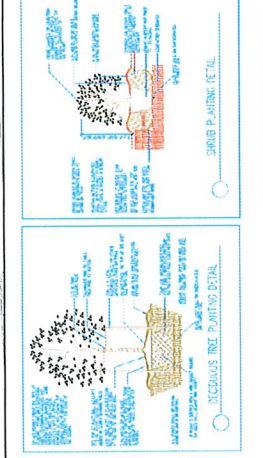
SCALE: 1/16" = 1'-0"
FOR CONSTRUCTION

Project number
Date
07-08-2022

L101

1. The landscape plan shall be prepared in accordance with the following specifications:
- 1.1 The landscape plan shall be prepared in accordance with the following specifications:
 - 1.2 The landscape plan shall be prepared in accordance with the following specifications:
 - 1.3 The landscape plan shall be prepared in accordance with the following specifications:
 - 1.4 The landscape plan shall be prepared in accordance with the following specifications:
 - 1.5 The landscape plan shall be prepared in accordance with the following specifications:
 - 1.6 The landscape plan shall be prepared in accordance with the following specifications:
 - 1.7 The landscape plan shall be prepared in accordance with the following specifications:
 - 1.8 The landscape plan shall be prepared in accordance with the following specifications:
 - 1.9 The landscape plan shall be prepared in accordance with the following specifications:
 - 1.10 The landscape plan shall be prepared in accordance with the following specifications:

2. The landscape plan shall be prepared in accordance with the following specifications:
- 2.1 The landscape plan shall be prepared in accordance with the following specifications:
 - 2.2 The landscape plan shall be prepared in accordance with the following specifications:
 - 2.3 The landscape plan shall be prepared in accordance with the following specifications:
 - 2.4 The landscape plan shall be prepared in accordance with the following specifications:
 - 2.5 The landscape plan shall be prepared in accordance with the following specifications:
 - 2.6 The landscape plan shall be prepared in accordance with the following specifications:
 - 2.7 The landscape plan shall be prepared in accordance with the following specifications:
 - 2.8 The landscape plan shall be prepared in accordance with the following specifications:
 - 2.9 The landscape plan shall be prepared in accordance with the following specifications:
 - 2.10 The landscape plan shall be prepared in accordance with the following specifications:



| Item | Quantity | Unit | Notes |
|------|----------|-------|------------|
| 1 | 1 | sq ft | Grass seed |
| 2 | 1 | sq ft | Grass seed |
| 3 | 1 | sq ft | Grass seed |
| 4 | 1 | sq ft | Grass seed |
| 5 | 1 | sq ft | Grass seed |
| 6 | 1 | sq ft | Grass seed |
| 7 | 1 | sq ft | Grass seed |
| 8 | 1 | sq ft | Grass seed |
| 9 | 1 | sq ft | Grass seed |
| 10 | 1 | sq ft | Grass seed |

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the lease of city land at Big Hill Park with US Cellular for a new cell tower, subject to finalization of details by Staff and approval of City Attorney.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: July 26, 2022

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2022.

EXECUTIVE SUMMARY

Lease of City Land at Big Hill Park for Cell Tower – U.S. Cellular

Issue: U.S. Cellular is searching for a location for a new cell tower. They requested a site owned by the City of Sturgeon Bay next to the water utility facilities on Big Hill. U.S. Cellular needs approval of a lease or an easement. The Finance Committee and Council need to review the proposal and determine the City's action

Analysis: Stevens Hill (aka Big Hill) is the highest point in the central part of the City. Thus, a tower located there can be built shorter than other places while still providing the needed coverage. Cell phone companies often like to partner with local governments, particularly if facilities can be placed on water towers or other structures or near to such facilities. The County and Sturgeon Bay Utilities already have lease arrangements in place.

The proposed Big Hill site is immediately adjacent to the SBU compound for its water storage facilities. It would be about 3,600 square feet in size (roughly 60' x 60'). The anticipated tower height is 170 feet with the U.S. Cellular equipment set at about 166 feet. The overall height would be about the same as the height of the antenna on top of the Big Hill water tower. Significantly, the tower will not have to be illuminated if the overall height is below 200 feet. It would rise above the tree canopy and thus would be visible from certain vantage points during daylight.

The proposed location was selected to avoid significant impacts to the park and minimize tree cutting. It is noted that the majority of Big Hill Park is restricted from commercial use by a covenant. The proposed site is not within the restricted area. However, the combination of the existing water tanks/mains and the limited area that is not deed restricted limits the available area to be leased. While preliminary analysis indicates the site is workable, further surveying and engineering is required to confirm it.

The site is also a reasonable distance from adjoining residences, with the closest home being about 250 feet away from the tower. With the amount of pine trees surrounding the site, the visual impact to adjoining homes should be slight to none at all times of the year.

U.S. Cellular proposes to lease the site for \$7,500 per year with 10% increases every five years. Alternately, they would accept an easement to place the tower for a one-time payment of \$140,000.

The Sturgeon Bay Parks & Recreation Board reviewed the propose lease area during its April meeting. The Board did not believe the proposed cell tower would cause harm to the park functions and voted unanimously to approve the lease area in concept.

The City's updated Communication Towers ordinance, which is based upon the state law governing amendment, makes it difficult for the City to reject a specific site or direct a company to a certain location. If the site in Big Hill Park is not approved, U.S. Cellular could try to find a site on adjoining land and still build the tower. The concern if that happens is that the visual impacts to the public land would still occur but without any revenue from the lease or easement.

U.S. Cellular submitted a sample lease agreement, which is included in the packet. If the City wants to lease the property, the City Attorney will review the lease and suggest changes as needed.

Fiscal Impact: The proposal from U.S. Cellular is \$7,500 per year with 10% increase every five years. Alternatively, they would make a one-time payment of \$140,000 for a permanent easement. For comparison, Sturgeon Bay Utilities recently entered into a lease with U.S. Cellular for a tower next to the SBU water tower on S. Duluth Avenue in the industrial park. SBU is receiving \$1,000 per month (\$12,000 per year) for that lease.

Recommendation: The proposed tower location limits external impacts while providing revenue for the City. A lease is preferred over the easement since it will not be perpetual and would limit the City's ability to have the tower removed if necessary.

The recommendation is to offer U.S. Cellular the lease of the approximately 3,600 square foot site for an amount not less than \$12,000 per year subject to the tower not being illuminated or causing interference with the existing SBU communications equipment on the adjoining water tower.

Prepared by: Martin Olejniczak
Martin Olejniczak
Community Development Director

7-22-22
Date

Reviewed by: Mike Barker
Mike Barker
Public Works Director

7-22-22
Date

Reviewed by: Josh Van Lieshout
Josh Van Lieshout
City Administrator

7/22/22
Date

CITY OF STURGEON BAY
JOINT PARKS AND RECREATION COMMITTEE / BOARD MEETING
Wednesday, April 27, 2022
Council Chambers, City Hall, 421 Michigan Street
5:30 P.M.

A meeting of the Joint Parks and Recreation Committee / Board was called to order at 5:30 P.M. by Chairperson/Ald. Helen Bacon, in Council Chambers, City Hall, 421 Michigan Street.

Roll Call: Members present were Ald. Helen Bacon, Ald. Gary Nault, Chris Larsen, Marilyn Kleist, George Husby, Jay Renstrom, and Director of Municipal Services Mike Barker. Randy Morrow was excused and Ald. J. Spencer Gustafson was absent. Also present was Community Development Director Marty Olejniczak, and Municipal Services Secretary Patty Quinn.

Adoption of the Agenda: A motion was made by Ald. Nault and seconded by Mr. Larsen to adopt the agenda without item #6 as the application had been withdrawn.

1. Roll call
2. Adoption of Agenda
3. Review of Minutes of February 23, 2022
4. Public Comment on Agenda Items
5. Review of Minutes from the Local Arts Board Meeting of March 9, 2022
6. Consideration to approve a Temporary Class B Beer license for Sturgeon Bay Youth Athletic Club
7. Consideration of land lease at Big Hill Park
8. Update on Wisconsin Sea Grant mural
9. Discussion on dedication of Woolly Mammoth at Bay View Park and Confluence at Graham Park
10. Discussion on the City accepting donations for parks
11. Director's report
12. Adjourn

All in favor. Carried.

Review of Minutes of February 23, 2022: No Comments.

Public Comment on Agenda Items: No public comments.

Review of Minutes from the Local Arts Board Meeting of March 9, 2022: Ald. Bacon spoke on the details of the mural project on the West side, near the Granary. This mural being paid for with donated funds.



Consideration of land lease at Big Hill Park: Dir. Barker provided details of the land lease. A communications company is looking to lease a section of the park and this is the first step in looking at the feasibility of the lease and they've asked the City to consider approving a lease. Various questions were asked by the committee/board. Mr. Renstrom made a motion to approve a land lease at Big Hill Park and seconded by Adj. Nault. All in favor. Carried.

Update on Wisconsin Sea Grant mural: Ald. Bacon updated the committee/board on the mural that will be installed at City Hall. Applications from artists are currently being accepted and a final choice on an artist will be made around the middle of June. Ownership and the number of years that the City will have the mural, has not yet been decided.

Sturgeon Bay DT / Candidate A / Site Sketch

fiber in public ROW

proposed Utility Easement

nearest power pole

proposed lease area, ~3,600sqft

Candidate A / ~2,600' from existing

underground water main

deed restricted use line (approximate)

proposed 30'X~330' Access & Utility Easement

not-to-scale

N 9th Avenue

land owner: City of Sturgeon Bay
parcel ID: 2816217000201
City of Sturgeon Bay, Door County Wisconsin
approx. tower coords.: 44.840067, 87.369571
proposed monopole: 171' overall, 166' RAD
power: ~80'
telco: ~400'
zoning: parent tract is zoned Conservancy with surrounding parcels of R-1 to the N, E & S and PUD to the N and R-2, C-1, C-5 & Conservancy to the W
tower setback: minimum 50% tower height to residential



Google

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 hire the Part Time Administrative Assistant for the Fire Department with a hire date of November 1, 2022, if funds are found within the 2022 budget and allow the City Administrator to approve the fund transfer. If funds are not available in 2022, to include the position cost in the 2023 budget.

Respectfully submitted,

PERSONNEL COMMITTEE

By: Dan Williams, Chr.

RESOLVED, that the foregoing recommendation be adopted.

Dated: July 28, 2022

* * * * *

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

Passed by the Council on the _____ day of _____, 2022.

EXECUTIVE SUMMARY

TITLE: Sturgeon Bay Fire Department Part-Time Fire Administrative Assistant

BACKGROUND: The Sturgeon Bay Fire Chief and Assistant Chief have historically completed all office tasks including bill payment, answering phones, scheduling all full-time overtime, full-time vacation requests, part-time night and weekend shifts, part-time vacations, training, public education, community outreach, and public interaction. All of this has been completed along with plan review, commercial occupancy, mandated reporting for State and Federal agencies, incident response, City and Town meetings, along with department operating and capital budgeting.

In 2004 Chief Herlache was able to hire back 3 full-time firefighters but chose at that time to eliminate the Assistant Fire Chief position, in 2004 the fire department ran 984 total calls for service. In 2011 a study was done for department needs, it showed there was no succession planning within the department coupled with increased tasks and call volume the recommendation was to the return of the Assistant Fire Chief position.

In 2012 the Assistant Fire Chief position was budgeted and started in July. With this position, it allowed for administrative tasks to be completed in a more timely manner, allowing the Fire Chief to perform required duties and bringing department continuity through the Assistant Chiefs' position. In 2012 the department ran 1094 calls for service.

In 2020 our Part-Time Fire Inspector position was implemented on a 24hr week schedule, this was due to the increased number of regular inspections, the large increase of events, and the number of fire reinspections. The implementation of this position allowed our full-time FFs to complete the additional tasks and calls. In 2019 the department ran a total of 1437 calls for service.

In 2021 the department ran a total of 1694 calls for service along with 2043 fire inspections. In 2022 we are currently projecting our call volume to be approximately 12-15% higher than in 2021 resulting in over 1900 calls for service. Since 2003 our calls for service have increased by 92% to date. This impact has not allowed for the Fire Chief or Assistant Chief to properly complete required tasks promptly, a lack of staff mentoring, training, and other department needs. With the increase in calls, inspections, plan reviews, and other department needs, it has been identified that an administrative assistant to the Chief and Asst. Chief would allow for tasks to be completed along with office needs to be addressed allowing for Fire Admin to fulfill operational and required duties more efficiently.

To date, fire department management has taken steps in an attempt to alleviate the workload by delegating appropriate tasks to the shift-level personnel. While the delegation of tasks has provided some relief there are still many higher-level tasks and required duties for the administrative staff to complete. We feel all alternatives have been tried leaving only the addition of new staff to fulfill the tasks needed.

FINANCIAL IMPACT: Median wage of \$21.00 per hour, starting at 20 hours per week for an annual wage of \$21,840. The total annual including FICA equates to \$23,510.76.

RECOMMENDATION:

Recommend to the Common Council to create a Part-Time, Non-Exempt/Hourly, Fire Administrative Assistant position within Sturgeon Bay Fire Department at 29 hours or less per week, with a wage range of \$17.58 - \$26.37 per hour, same setup as Municipal Services PT Assistant beginning October 2022 if funding can be identified, if not to include the position in the 2023 budget.

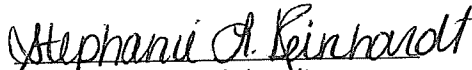
PREPARED BY:



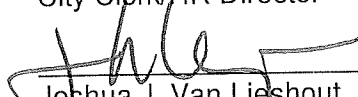
Tim Dietman
Sturgeon Bay Fire Chief

7.26.22
Date

REVIEWED BY:


Stephanie L. Reinhardt
City Clerk/HR Director

7/26/22
Date


Joshua J. Van Lieshout
City Administrator

7/26/22
Date

Sturgeon Bay Fire Department Position Description

| | | | |
|--------------------|--|---------------------|------------|
| Position: | Permanent Part-Time Fire Department Administrative Assistant | | |
| Department: | Fire Department | Division: | N/A |
| Reports to: | Fire Chief | FLSA Status: | Non-Exempt |
| Date: | October 2022 | | |

POSITION SUMMARY

This is a professional position with primary responsibilities of working in the Fire Department, and with other departments, in the City as requested and/or assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- **Analyze Operating Budgets and Assist with Budget Development (10%)**
Analyze historical operating budget usage by account and assist in developing annual operating budget gap analysis. Participate in Fire Department internal budget meetings.
- **Analyze Develop and Maintain Departmental Policies and Procedures (5%)**
Maintain policies and procedures. Update existing policies and procedures, make recommendations and assist in the development of new policies and procedures where advised.
- **Special Project Analysis (15%) –**
Compile and analyze data relating to run reports, response times, and assigned projects. Provide recommendations for implementation to improve departmental functions related to the assigned projects and other reports. Coordinate with Fire Chief and Assistant Fire Chief for monthly and annual reports.

- **Assist with Departmental Administrative Duties (35%)**
 Answer and direct phone calls. Answer and respond to visitors and telephone inquiries. Retrieve and copy/transfer rescue and fire call documents for insurance companies and attorneys. Enter/proof data for fire and rescue calls. Serve as a contact for preparing purchasing requisitions, purchasing card processing, and administering invoice payment processes. Other duties as assigned by the Fire Chief. Take minutes of all internal department meetings. Prepare agendas, and take minutes for Police & Fire Commission or other City meetings as needed. Work with department internal records management software. Coordinate with management staff to administer the payroll process. Prepare various departmental correspondence and assist with public education. Facilitate, track, and prepare audits for all fire department officers responsible for budget preparations.
- **Department Capital Improvement (5%)**
 Assist with the development and maintenance of the annual capital improvement. Develop, organize and maintain capital improvement files. Manage and update long-range plans to assist in long-range projects. Assist with preparation of bidding documents and obtaining quotations for projects.
- **Manage and Coordinate Departmental Strategic Planning (5%)**
 Maintain departmental strategic plan goal setting progress reports. Coordinate with departmental supervisors and managers to keep informed of progress on strategic plan goals. Update departmental goals and coordinate with Fire Chief to ensure goals are reported accurately. Assist in presentations relating to departmental goals.
- **Payroll and Benefits (20%)**
 Complete department payroll on a biweekly basis. Analyze and track FT & PT firefighter's uniform allowance, leave accruals, overtime, and accrued leave schedules.
- **Perform other duties as assigned. (5%)**

REQUIRED MINIMUM QUALIFICATIONS

- High school diploma with at least 2 years of training or prior experience in general office procedures.
- Excellent verbal and written communication skills.
- Valid State of Wisconsin driver's license required.
- Ability to deal courteously, tactfully, and effectively with the public. Ability to work independently.
- Ability to operate a computer with various software programs, and various printers, adding machine, base radio along with mobile radios, light duty trucks, fax machine, and copier.
- Ability to tactfully respond to public inquiries.
- The employee must occasionally lift and/or move up to 25 pounds.

Necessary Knowledge, Skills, and Abilities:

- Establish and maintain effective working relationships and collaborate with City employees and the public through both oral and written communications.
- Gather and analyze data, present recommendations to leaders and implement related strategies.
- Serve a substantive role in coordinating, facilitating, and managing priority projects that require the involvement of multiple divisions within the Fire Department.
- Possess the ability to maintain confidentiality.
- Possess excellent interpersonal skills, be team-oriented and be able to establish and maintain effective working relationships with co-workers, other City employees, and the public.
- Meet deadlines, manage multiple priorities and effectively resolve challenging interpersonal relations.
- Bring a fresh perspective to the organization regarding public administration and public policy, and offer unique outside perspectives and experiences to the organization.
- Provide enthusiasm and focused energy to important high priority projects.
- Must be fluent in English, speaking, reading, and writing; a multi-linguistic person would be considered desired.
- Must be able to clearly see, hear and speak
- Ability to become an Emergency Medical Responder.
- Ability to become trained in Child/Infant Car Seat installation.

In evaluating candidates for this position, the Fire Department may consider a combination of education, training, and experience, which provides the necessary knowledge, skills, and abilities to perform the duties of the position.

JOB LOCATION AND HOURS:

- The position typically is based in City Hall within the Sturgeon Bay Fire Department's main office.
- Position typically works 29 or less hours per week, flexible work days/hours.
- The position requires periodic travel within the City to other City or governmental offices.
- Occasional travel outside the City may be required to attend work-related training.

WAGES, FRINGE BENEFITS, TERMS OF EMPLOYMENT:

- Based on program funding, this position may be full or permanent part-time. Wages for this position are established annually by the City Council.

WORK ENVIRONMENT

The work environment characteristics described in this position description are representative of those an employee encounters while performing the essential functions of this job.

This position is an office position. The noise level in the work environment is moderately quiet.

SELECTION GUIDELINES

Formal application, rating of education and experience, oral interviews, background checks, and job-related tests may be required.

The duties listed in this position description are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if work is similar, related, or a logical assignment to the position.

The position description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend to issue a Class B Liquor License to Amagma, LLC and BH Canvas, LLC.

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: August 11, 2022

* * * * *

Introduced by _____.

Moved by Alderperson _____, seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2022.

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: _____ ending: 06/30/2023
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of Sturgeon Bay

County of DOOR Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

| Applicant's Wisconsin Seller's Permit Number <u>456-102-9288374-02</u> | |
|---|----------------|
| FEIN Number <u>813525849</u> | |
| TYPE OF LICENSE REQUESTED | FEE |
| <input type="checkbox"/> Class A beer | \$ |
| <input checked="" type="checkbox"/> Class B beer | \$ <u>100</u> |
| <input type="checkbox"/> Class C wine | \$ |
| <input type="checkbox"/> Class A liquor | \$ |
| <input type="checkbox"/> Class A liquor (cider only) | \$ N/A |
| <input checked="" type="checkbox"/> Class B liquor | \$ <u>300</u> |
| <input type="checkbox"/> Reserve Class B liquor | \$ |
| <input type="checkbox"/> Class B (wine only) winery | \$ |
| Publication fee | \$ <u>8.90</u> |
| TOTAL FEE | \$ |

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)

BH Canvas LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

| | | | |
|---|-------------------------|-----------------------------|--|
| President / Member Last Name <u>Carter</u> | (First) <u>Wendy</u> | (Middle Name) <u>Sue</u> | Home Address (Street, City or Post Office, & Zip Code) <u>332 N. 5th Ave SB 54235</u> |
| Vice President / Member Last Name | (First) | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| Secretary / Member Last Name | (First) | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| Treasurer / Member Last Name | (First) | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| Agent Last Name | (First) | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| Directors / Managers Last Name | (First) | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |

1. Trade Name Crate Business Phone Number 920 818-1333
2. Address of Premises 136 N. 3rd Ave Post Office & Zip Code SB 54235

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

coolers, dining room, basement, bar, kitchen,
side walk cafe

4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No

(b) If yes, under what name was license issued? BH Canvas LLC

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ☐ Yes ☒ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ☐ Yes ☒ No
9. (a) **Corporate/limited liability company applicants only:** Insert state _____ and date _____ of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☒ Yes ☐ No
If yes, explain.
Carter Holdings LLC
KIPPIS LLC
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

| | | |
|--|-------------------------------------|---|
| Contact Person's Name (Last, First, M.I.) <u>Carter, Wendi S.</u> | Title/Member <u>owner</u> | Date <u>2/24/22</u> |
| Signature <u>Wendi Carter</u> | Phone Number <u>920 495-9339</u> | Email Address <u>info@crate.restaurant</u> |

TO BE COMPLETED BY CLERK

| | | | |
|--|----------------------------------|---------------------------------|-----------------------------------|
| Date received and filed with municipal clerk | Date reported to council / board | Date provisional license issued | Signature of Clerk / Deputy Clerk |
| Date license granted | Date license issued | License number issued | |

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

| | | | | | |
|---|--|---------------------------|---------------------------------|------------------------------------|---------------------------------------|
| Individual's Full Name (please print) (last name) Carter | | (first name) Wendi | | (middle name) S. | |
| Home Address (street/route) 332 N. 5th Ave | | Post Office SB | | City Sturgeon Bay | State WI Zip Code 54235 |
| Home Phone Number 920-495-9339 | | Age 49 | Date of Birth 06-04-1972 | Place of Birth Milwaukee WI | |

The above named individual provides the following information as a person who is (check one):

☐ Applying for an alcohol beverage license as an **individual**.

☐ A member of a **partnership** which is making application for an alcohol beverage license.

☒ **Owner** of **BH Canvas LLC**
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? **11 years**

2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No

If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No

If yes, describe status of charges pending.

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No

If yes, identify. **Kippis LLC** **Carter Holdings LLC**
(Name, Location and Type of License/Permit)

5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No

If yes, identify. _____ (Name of Wholesale Licensee or Permittee) _____ (Address By City and County)

6. Named individual must list in chronological order last two employers.

| | | | |
|--|--|------------------------------|-------------------|
| Employer's Name Schneider Trucking | Employer's Address Packerland Dr. GB | Employed From 7/08 | To 6/12 |
| Employer's Name Drach Chiro | Employer's Address 607 E Third Ave 54449 | Employed From 2010 | To 2012 |

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Wendi Carter

(Signature of Named Individual)

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town ☐ Village ☒ City of Sturgeon Bay County of Door

The undersigned duly authorized officer/member/manager of BH Canvas LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

located at 136 N. 3rd Ave Crate
(Trade Name) Sturgeon Bay WI 54235

appoints Wendi Carter
(Name of Appointed Agent)
332 N. 5th Ave Sturgeon Bay WI 54235
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☒ Yes ☐ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Kippis LLC Carter Holdings LLC
Is applicant agent subject to completion of the responsible beverage server training course? ☐ Yes ☐ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin?

Place of residence last year 306 N. 19th Pl SB WI 54235

For: BH Canvas LLC
(Name of Corporation / Organization / Limited Liability Company)

By: Wendi Carter
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Wendi Carter, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Wendi Carter 2/24/22 Agent's age 49
(Signature of Agent) (Date)
332 N. 5th Ave SB, WI 54235 Date of birth 06-04-1972
(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

**CITY OF STURGEON BAY
SUPPLEMENTAL CLASS B LIQUOR LICENSE APPLICATION**

The Supplemental Application is the applicant's opportunity to explain their business plan and why their plan is best suited for a Combination Class B Liquor and Beer license.

The Supplemental Application will be reviewed by members of the Community Protection and Services Committee.

Applicant Must Complete:

- 1 Property Address: 136 N. THIRD AVE, SB
- 2 Is the Class B Liquor License being applied to a new business development? Yes ☒ No
If yes, provide details about proposed use (attach additional pages if need)

- 3 Is the Class B Liquor License being applied to an existing location? ☒ Yes No
If yes, provide details about any changes in scope or operation of existing business: (attach additional pages if need)
LOOKING TO BETTER COMPETE WITH NEIGHBORING RESTAURANTS AND
PROVIDE APERTIF, DIGESTIF, COCKTAILS AND AFTER DINNER DRINKS.
- 4 Number of years this business has been in existence: 6.5
- 5 Number of years applicant has been conducting business in the community: 11.5
- 6 Hours of operation: 5-9+ 7 days per week, year-round
Full time operation: ☒ Yes No
Seasonal operation: Yes No
If yes to seasonal, list the anticipated number of days of operation during license year: _____
- 7 Will the business be open to the general public during normal operations? ☒ Yes No
- 8 Number of proposed seats: NO ADDITIONAL SEATING WILL BE NECESSARY
Attach Floor Plan
- 9 Explain your internal control procedures: (attach additional pages if needed)
LIQUOR WILL BE KEPT IN A CONTROLLED SPACE WITH OUR
EXISTING WINES. LICENSED BARTENDERS WILL CONTINUE TO
BE USED.
- 10 Explain your policies/procedures to train employees regarding serving alcohol:
Attach policy or additional pages if needed.
ONLINE TRAINING, TRAINING WITH MANAGEMENT, ON-THE-JOB SUPERVISION
AND TRAINING.
- 11 Size of business including but not limited to:
Number of full-time jobs created (or full time equivalents) 9
Jobs retained 9 #33,000
Annual Sales Tax Revenue anticipated 85
Anticipated capacity of business (e.g. number of seats, patron capacity) 85

- 12 Current assessed value of improvements on property: \$ 340,000
Will improvements (renovations/additions) be made to the property if license issued: ___ Yes ☒ No
If yes, anticipated expected value _____

- 13 How will issuance of this license enhance the quality of experience in the City of Sturgeon Bay?

(Attach additional pages if needed) STURGEON BAY IS GROWING IN ITS DINING CULTURE, BEING ABLE TO OFFER A FULL ALCOHOL BEVERAGE MENU IS IMPERATIVE TO A COMPLETELY SATISFIED DINING EXPERIENCE. WE WANT TO CONTINUE TO BE A VIABLE BUSINESS IN THIS CULTURE.

I, the undersigned, hereby state that the information contained in this application is true and correct.

Signature Wendi Carter Date 7/19/22

City Clerk office Use Only:

Date Received: 7.19.2022

City Staff to Complete:

- 1 Date of application: 2/19/22
Is the application complete and in order: ☒ Yes ☐ No
- 2 Are there any outstanding delinquent taxes on the property? ☐ Yes ☒ No
If yes, explain: _____
- 3 Are there any outstanding delinquent taxes for the individual/corporation applying? ☐ Yes ☒ No
If yes, explain: _____
- 4 Any outstanding/delinquent payments owed to the City or SBO? ☐ Yes ☒ No
If yes, explain: _____
- 5 Is the location consistent with the City of Sturgeon Bay Comprehensive Plan? ☒ Yes ☐ No
- 6 Is the proposed use/development of the license and property consistent with the City of Sturgeon Bay development plans? ☒ Yes ☐ No
- 7 Is the property zoned properly? ☒ Yes ☐ No
- 8 Does the site accomodate the City Parking Code Ordinance? ☒ Yes ☐ No
(parking not required)
- 9 Has the property been inspected by the following:
Sturgeon Bay Fire Department? ☒ Yes ☐ No
Sturgeon Bay Police Department? ☒ Yes ☐ No
Door County Sanitarian ☒ Yes ☐ No
- Explain any no answers: _____
- 10 Record of incidents for existing property: 5
- 11 How many service calls have been made to the property in the last three years? 0
- 12 What has been the nature of the calls: _____
- 13 Disorderly conduct? 0
- 14 Underage drinking? 0
- 15 Other? 0

For Staff Use:

City Clerk Office Review
Finance Office Review
Community Development Office Review
Police Department Review
Fire Department Review
City Administrator Review

Konharat
[Signature]
[Signature]
[Signature]

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: _____ ending: 6/30/2023
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of } STURGEON BAY

County of DOOR Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

| Applicant's Wisconsin Seller's Permit Number 456103063697602 | |
|---|--------|
| FEIN Number 86-2616466 | |
| TYPE OF LICENSE REQUESTED | FEE |
| <input type="checkbox"/> Class A beer | \$ |
| <input type="checkbox"/> Class B beer | \$ |
| <input type="checkbox"/> Class C wine | \$ |
| <input type="checkbox"/> Class A liquor | \$ |
| <input type="checkbox"/> Class A liquor (cider only) | \$ N/A |
| <input type="checkbox"/> Class B liquor | \$ |
| <input type="checkbox"/> Reserve Class B liquor | \$ |
| <input type="checkbox"/> Class B (wine only) winery | \$ |
| Publication fee | \$ |
| TOTAL FEE | \$ |

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
AMAGMA LLC


An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

| | | | |
|--|---------|---------------|--|
| President / Member Last Name | (First) | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| ESTES | STEVEN | B | 4604 BECCHTEL RD, STURGEON BAY, WI 54235 |
| Vice President / Member Last Name | (First) | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| ESTES | TAMMY | M | 4604 BECHTEL RD, STURGEON BAY, WI 54235 |
| Secretary / Member Last Name | (First) | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| VIRLEE | SCOTT | R | 3969 N NEW FRANKEN RD, NEW FRANKEN, WI 54229 |
| Treasurer / Member Last Name | (First) | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| VIRLEE | RENE | A | 3969 N NEW FRANKEN RD, NEW FRANKEN, WI 54229 |
| Agent Last Name | (First) | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| Directors / Managers Last Name | (First) | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |

- Trade Name *NOT DECIDED YET* Business Phone Number *NOT INSTALLED
- Address of Premises 1023 EGG HARBOR RD, STURGEON BAY Post Office & Zip Code WI 54235
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
NEW CONSTRUCTION OVER 7000 S.F. OF A 36,000 S.F. BUILDING FOR AN ACTIVITY CENTER CONSISTING OF 4 GOLF - MULTI GAME SIMULATORS, 5 AXE THROWING LANES, A DRY FIRE LASER SIMULATOR ROOM, FULL BAR AND FOOD KITCHEN, WALK-IN COOLER, CONFERENCE ROOM, STORAGE ROOM, MECHANICAL ROOM, MULTI STALL RESTROOMS
- Legal description (omit if street address is given above): _____
- (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☐ Yes ☒ No
(b) If yes, under what name was license issued? _____

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ☐ Yes ☒ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ☐ Yes ☒ No
9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 03/15/21 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** ☐ Yes ☒ No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

| | | |
|--|------------------------------|---|
| Contact Person's Name (Last, First, M.I.) ESTES, STEVEN B | Title/Member MEMBER | Date 04/08/22 |
| Signature  | Phone Number 920 493 8663 | Email Address STEVETAMMY34@GMAIL.COM |

TO BE COMPLETED BY CLERK

| | | | |
|--|----------------------------------|---------------------------------|-----------------------------------|
| Date received and filed with municipal clerk | Date reported to council / board | Date provisional license issued | Signature of Clerk / Deputy Clerk |
| Date license granted | Date license issued | License number issued | |

4/8/2022

Dear Committee Members,

We are applying for a Class B Beer and a Class B Liquor License to help solidify and move forward with the new development of an indoor activity center serving food and drinks.

As long-time members of this community and business owners in Door County, we feel this community is in need of an indoor activity center. Our plans include new construction of over 7,000 sq. ft. in an existing vacant warehouse space. Activity space includes indoor golf simulators, indoor sports simulators, indoor shooting (dry fire laser) simulators and ax throwing. There will be a conference room, indoor seating, full bar, walk-in cooler and restaurant kitchen. The site provides room for expansion if needed.

We have no intention of making this business a "night club". We plan on having leagues, lessons with a golf pro, and hosting private parties to corporate events. The alcohol would be a compliment to the food and activity environment. When you sell alcohol in combination with food, your profit margins increases significantly.

This is a huge risk for us. With the current market conditions, escalating construction costs, high price of food and employee labor, the business model will not cash flow sufficiently without this license.

Thank you for the consideration!

A handwritten signature in cursive script, appearing to read "Steve & Tammy Estes".

Steve & Tammy Estes

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

| | | | | | |
|---|--|--------------|---------------|----------------|----------|
| Individual's Full Name (please print) (last name) | | (first name) | | (middle name) | |
| Estes | | Steven | | B | |
| Home Address (street/route) | | Post Office | City | State | Zip Code |
| 4604 Bechtel Rd | | | Sturgeon Bay | WI | 54235 |
| Home Phone Number | | Age | Date of Birth | Place of Birth | |
| 920 493 8663 Cell | | 50 | 9/20/1971 | Elmhurst IL | |

The above named individual provides the following information as a person who is (check one):

- ☐ Applying for an alcohol beverage license as an **individual**.
- ☐ A member of a **partnership** which is making application for an alcohol beverage license.
- ☒ Member of Amagma LLC
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 36 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
 If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.

| | | | |
|-------------------|--------------------------------|---------------|------------|
| Employer's Name | Employer's Address | Employed From | To |
| Green For Life | 1509 Division Rd, Sturgeon Bay | 12-1-2020 | present |
| Employer's Name | Employer's Address | Employed From | To |
| Advanced Disposal | 1509 Division Rd, Sturgeon Bay | 2014 | 11/30/2020 |

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


 (Signature of Named Individual)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

| | | | | | |
|---|--|--------------|---------------|----------------|-------|
| Individual's Full Name (please print) (last name) | | (first name) | | (middle name) | |
| Estes | | Tammy | | M | |
| Home Address (street/route) | | Post Office | | City | State |
| 4604 Bechtel Rd | | | | Sturgeon Bay | WI |
| Home Phone Number | | Age | Date of Birth | Place of Birth | |
| 920 493 7434 Cell | | 51 | 1-30-1971 | Kaukauna, WI | |

The above named individual provides the following information as a person who is (check one):

☐ Applying for an alcohol beverage license as an **individual**.

☐ A member of a **partnership** which is making application for an alcohol beverage license.

☒ Member / Agent of Amayma LLC
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 51 years

2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No

If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No

If yes, describe status of charges pending.

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No

If yes, identify.

(Name, Location and Type of License/Permit)

5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No

If yes, identify.

(Name of Wholesale Licensee or Permittee)

(Address By City and County)

6. Named individual must list in chronological order last two employers.

| | | | |
|-------------------|-------------------------------------|---------------|------|
| Employer's Name | Employer's Address | Employed From | To |
| Self Employed | Virlee Gunworks Shooting Center LLC | | |
| Advanced Disposal | 1509 Divison Rd | 2014 | 2017 |

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Tammy M. Estes
(Signature of Named Individual)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

| | | | | | |
|---|--|--------------|--|---------------|----------------|
| Individual's Full Name (please print) (last name) | | (first name) | | (middle name) | |
| Virlee | | Scott | | R | |
| Home Address (street/route) | | Post Office | | City | State |
| 3969 N New Franken Rd | | | | New Franken | WI |
| Zip Code | | Age | | Date of Birth | Place of Birth |
| 54229 | | 39 | | 4-9-1982 | Green Bay WI |
| Home Phone Number | | | | | |
| 920 321 8048 Cell | | | | | |

The above named individual provides the following information as a person who is (check one):

☐ Applying for an alcohol beverage license as an **individual**.

☐ A member of a **partnership** which is making application for an alcohol beverage license.

☒ Member of Amagma LLC
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 17 years

2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No

If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No

If yes, describe status of charges pending.

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No

If yes, identify.

(Name, Location and Type of License/Permit)

5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No

If yes, identify.

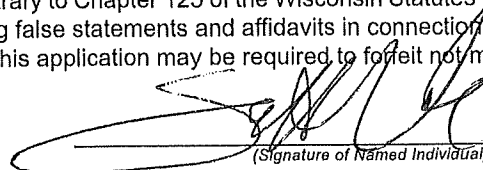
(Name of Wholesale Licensee or Permittee)

(Address By City and County)

6. Named individual must list in chronological order last two employers. - owner -

| | | | |
|---------------------------------|-----------------------------|---------------|---------|
| Employer's Name | Employer's Address | Employed From | To |
| Virlee Gunworks | 2644 Diesel Ct. New Franken | 2009 | present |
| Employer's Name | Employer's Address | Employed From | To |
| Virlee Gunworks Shooting Center | 1019 Egg Harbor Rd | 8-1-2021 | present |

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


(Signature of Named Individual)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

| | | | | | |
|---|--|--------------|---------------|----------------|----------|
| Individual's Full Name (please print) (last name) | | (first name) | | (middle name) | |
| Virlee | | Rene | | A | |
| Home Address (street/route) | | Post Office | City | State | Zip Code |
| 3969 N New Franken Rd | | | New Franken | WI | 54229 |
| Home Phone Number | | Age | Date of Birth | Place of Birth | |
| 920 321 8058 Cell | | 41 | 2-23-1981 | Denver, CO | |

The above named individual provides the following information as a person who is (check one):

☐ Applying for an alcohol beverage license as an **individual**.

☐ A member of a **partnership** which is making application for an alcohol beverage license.

☒ Member of Amaama LLC
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 17 years

2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No

If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No

If yes, describe status of charges pending.

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No

If yes, identify.

(Name, Location and Type of License/Permit)

5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No

If yes, identify.

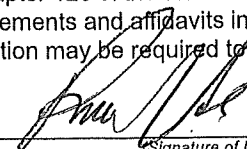
(Name of Wholesale Licensee or Permittee)

(Address By City and County)

6. Named individual must list in chronological order last two employers.

| | | | |
|-----------------|---------------------------------|---------------|-----------|
| Employer's Name | Employer's Address | Employed From | To |
| Aurora Bay Care | 2845 Greenbrier Rd, Green Bay | 9/11/2006 | present |
| Employer's Name | Employer's Address | Employed From | To |
| Bellin Health | 301 E. St. Joseph St. Green Bay | 2/14/2005 | 9/10/2006 |

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


(Signature of Named Individual)

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town
☐ Village of Sturgeon Bay County of Door
☒ City

The undersigned duly authorized officer/member/manager of AMAGMA LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as
NOT YET DECIDED

(Trade Name)

located at 1023 EGG HARBOR RD, STURGEON BAY, WI 54235

appoints TAMMY ESTES
(Name of Appointed Agent)

4604 BECHTEL RD, STURGEON BAY, WI 54235
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☐ Yes ☒ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? ☐ Yes ☒ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 51 YEARS

Place of residence last year 4604 BECHTEL RD, STURGEON BAY

For: AMAGMA LLC
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, TAMMY ESTES, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Tammy Estes 4/8/2022 Agent's age 51
(Signature of Agent) (Date)
4604 BECHTEL RD, STURGEON BAY, WI 54235 Date of birth 01/30/1971
(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 3.0.1 - Wisconsin
For coursework completed on April 11, 2022
provided by Health Communications, Inc.
is hereby granted to:

Tammy Estes

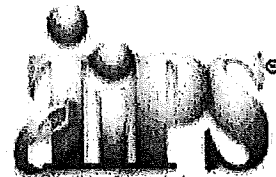
Certification to be sent to:

**4604 Bechtel Rd
Sturgeon Bay WI, 54235-8209 USA**



HEALTH COMMUNICATIONS INC.

This certificate represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with sec. 125.04(5)(a)5, 125.17(6), and 134.66(2m), Wis. Stats.



This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.

CITY OF STURGEON BAY
SUPPLEMENTAL CLASS B LIQUOR LICENSE APPLICATION

The Supplemental Application is the applicant's opportunity to explain their business plan and why their plan is best suited for a Combination Class B Liquor and Beer license.

The Supplemental Application will be reviewed by members of the Community Protection and Services Committee.


Applicant Must Complete:

- 1 Property Address: 1023 Egg Harbor Road, Sturgeon Bay
- 2 Is the Class B Liquor License being applied to a new business development? ☒ Yes ☐ No
If yes, provide details about proposed use : New construction in an existing vacant warehouse space, approx. 7,000 sq ft for an activity center consisting of golf simulators, multi-game simulators, dry-fire simulators, ax throwing lanes, full bar and kitchen, walk-in coolers and freezers, conference room, storage room, office, mechanical room and multi-stall restrooms. All spaces will be wheelchair accessible.
- 3 Is the Class B Liquor License being applied to an existing location? ☒ Yes ☐ No
If yes, provide details about any changes in scope or operation of existing business: New construction in an existing warehouse space as described above. The business would be a new venture.
- 4 Number of years this business has been in existence: 1.25
- 5 Number of years applicant has been conducting business in the community: 34
- 6 Hours of operation? 10am -11pm Fri & Sat, 10am -8pm Sun, Mon, Tues, Wed, Thurs
Full time operation: ☒ Yes ☐ No
Seasonal operation: ☐ Yes ☒ No
If yes to seasonal, list the anticipated number of days of operation during license year: _____
- 7 Will the business be open to the general public during during normal operations? ☒ Yes ☐ No
- 8 Number of proposed seats: 150
Attach Floor Plan
- 9 Explain your internal control procedures: (attach additional pages if needed)
Attached _____
- 10 Explain your policies/procedures to train employees regarding serving alcohol:
Attach policy or additional pages if needed.
Hire persons that carry a valid Responsible Beverage Server Certificate and License
Go through the Bar Staff Training Manual (Table of Contents) attached
- 11 Size of business including but not limited to:
Number of full-time jobs created (or full time equivalents) 8
Jobs retained - does not apply
Annual Sales Tax Revenue anticipated \$55,000
Anticipated capacity of business (e.g. number of seats, patron capacity) 150

12 Current assessed value of improvements on property: \$258,000 _____
Will improvements (renovations/additions) be made to the property if license issued: x Yes ____ No
If yes, anticipated expected value: additional \$400,000 _____

13 How will issuance of this license enhance the quality of experience in the City of Sturgeon Bay?
This venue will become a destination for the City of Sturgeon Bay - drawing in local residents, out-of-town guests and tourists to the city. The activity center will offer indoor activities and leagues for individuals, couples, families, and gatherings of people regardless of the Wisconsin weather. Nowhere in Door County is there a business with this square footage that offers this experience!

I, the undersigned, hereby state that the information contained in this application is true and correct.

Signature:  Steven B Estes
Date _____

July 21, 2022

City Clerk office Use Only:

Date Received: _____

City Staff to Complete:

- 1 Date of application: 4/10/22
Is the application complete and in order: ☒ Yes ☐ No
- 2 Are there any outstanding delinquent taxes on the property? ☐ Yes ☒ No
If yes, explain: _____
- 3 Are there any outstanding delinquent taxes for the individual/corporation applying? ☐ Yes ☒ No
If yes, explain: _____
- 4 Any outstanding/delinquent payments owed to the City or SBU? ^{NO} ☐ Yes ^{NO} ☒ No
If yes, explain: _____
- 5 Is the location consistent with the City of Sturgeon Bay Comprehensive Plan? ☒ Yes ☐ No
- 6 Is the proposed use/development of the license and property consistent with the City of Sturgeon Bay development plans? ☒ Yes ☐ No ^(generally) (TID #6)
- 7 Is the property zoned properly? ☒ Yes ☐ No
- 8 Does the site accomdate the City Parking Code Ordinance? ☒ Yes ☐ No
- 9 Has the property been inspected by the following:
Sturgeon Bay Fire Department? ☒ Yes ☒ No
Sturgeon Bay Police Department? ☒ Yes ☐ No
Door County Sanitarian ☐ Yes ☒ No
- Explain any no answers: Will require occupancy once completed - AD
- 10 Record of incidents for existing property: ☐
- 11 How many service calls have been made to the property in the last three years? 0 New Construction
- 12 What has been the nature of the calls: _____
- 13 Disorderly conduct? ☐
- 14 Underage drinking? ☐
- 15 Other? ☐

For Staff Use:

City Clerk Office Review
Finance Office Review
Community Development Office Review
Police Department Review
Fire Department Review
City Administrator Review

S Reinhardt
Vac
Memo
City
Ad

PROPOSED BUILDING ALTERATIONS FOR:
VIRLEE ACTIVITY CENTER
 STURGEON BAY, WISCONSIN; COUNTY OF: DOOR

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

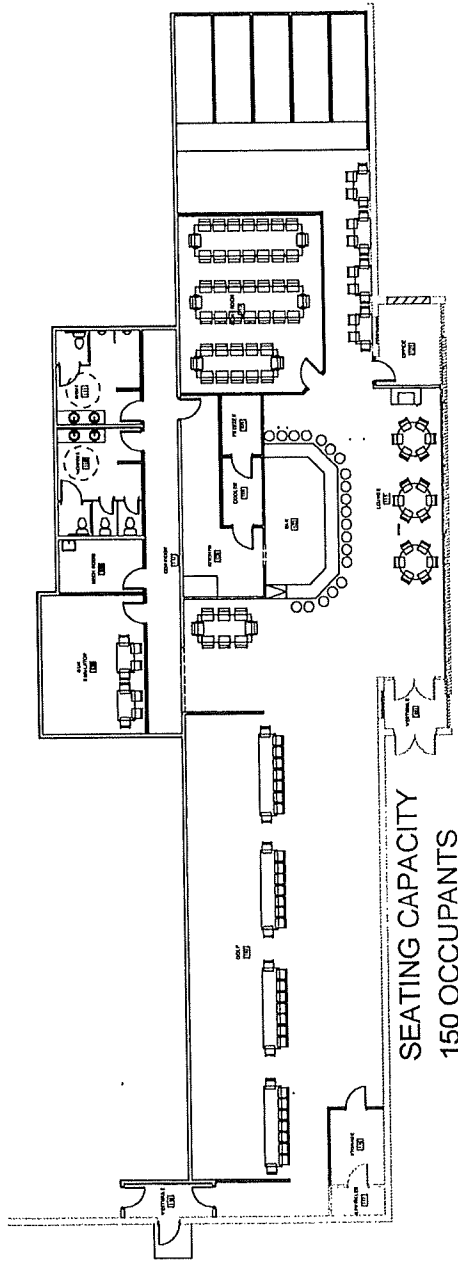
THESE PLANS AND SPECIFICATIONS HAVE BEEN PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL CITY, STATE AND FEDERAL REQUIREMENTS, AND I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, FOR THE ACCURACY OR COMPLETENESS OF THESE PLANS AND SPECIFICATIONS. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, FOR THE ACCURACY OR COMPLETENESS OF THESE PLANS AND SPECIFICATIONS. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, FOR THE ACCURACY OR COMPLETENESS OF THESE PLANS AND SPECIFICATIONS.

JOB NUMBER: 71-5073
 SALES REP: DAVE PHILLIPS
 (202)389-2580

DRAWN BY: DPO
 DATE: 6/27/2022
 REVISIONS:

ISSUED FOR: CHECKED DATE
 BY:
☐ PRELIMINARY
☐ SO SET
☐ DESIGN REVIEW
☐ CHECKSET
☒ COMPLETION

SEATING LAYOUT
A1.3



1 SEATING LAYOUT
 1/8" = 1'-0"

Bar Internal Controls

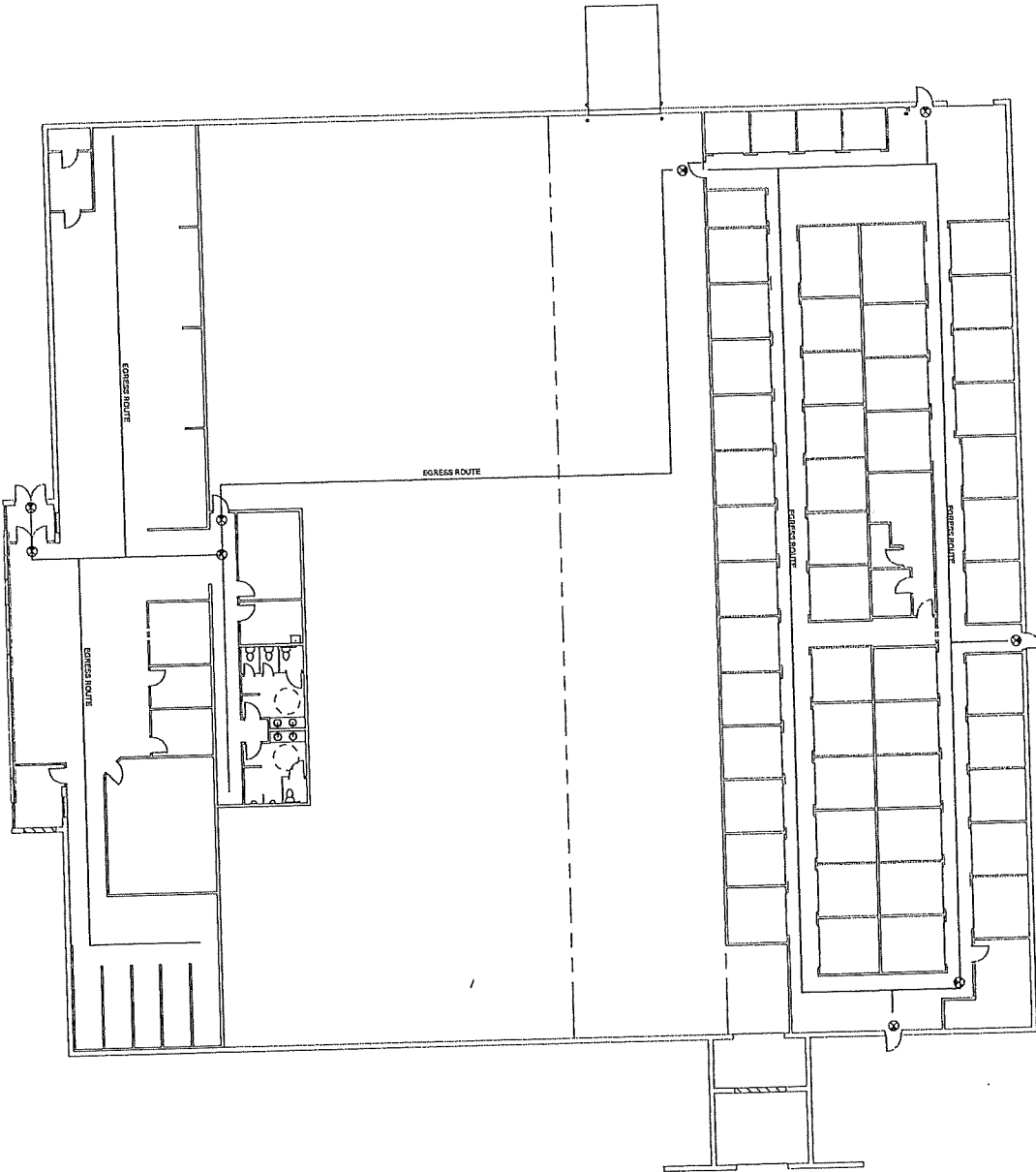
- 1. POS terminal is in a position so that customers can see transactions rung up.*
- 2. The bar standard is to have alcohol poured first when preparing mixed beverages.*
- 3. Bartender is to give a receipt after each transaction.*
- 4. Bartender is to request some sort of payment or tab from each guest immediately after serving drinks.*
- 5. Individual POS cards for each bartender and server*
- 6. Security cameras installed throughout premise, liquor supply room and facing each register. .*
- 7. Each bartender will have their own separate cash drawer.*
- 8. We DO NOT allow the 'No Sale' button to be used.*
- 9. Bottle for bottle exchange is used as our bar's requisition system.*
- 10. A log is kept at the bar to log any spilled or complimentary drinks given to guests.*
- 11. Unauthorized associates are NOT allowed to go behind the bar area.*
- 12. Inventory is to be counted in by the manager on duty and initialed on delivery tickets. The controller will enter this information into the computer system immediately.*
- 13. The alcohol storage room is always locked and only accessed by authorized staff*

Bar Staff Training Manual

includes the following items:

- Welcome letter
- Mission statement
- Company history
- Orientation period
- Communication policies
- Performance and job standards
- Responsible alcohol service guidelines
- Code of ethics
- Confidentiality policies
- Emergency procedures
- Drug and alcohol policies
- Anti-harassment policies
- Customer-service program
- Safety issues
- Mandatory meetings
- Performance evaluations
- Food-safety procedures

EGRESS PLAN
1/8" = 1'-0"



LS1.0

LIFE SAFETY PLAN

ISSUED FOR: CHECKED BY:
BY:
☐ PRELIMINARY
☐ NO SET
☐ DESIGN REVIEW
☐ CHECKED
☒ CONSTRUCTION

DATE: 5/11/2022
DRAWN BY: DPO
SALES REP: DAVE PHILLIPS
(627)384-5580
JOB NUMBER: 22-5073

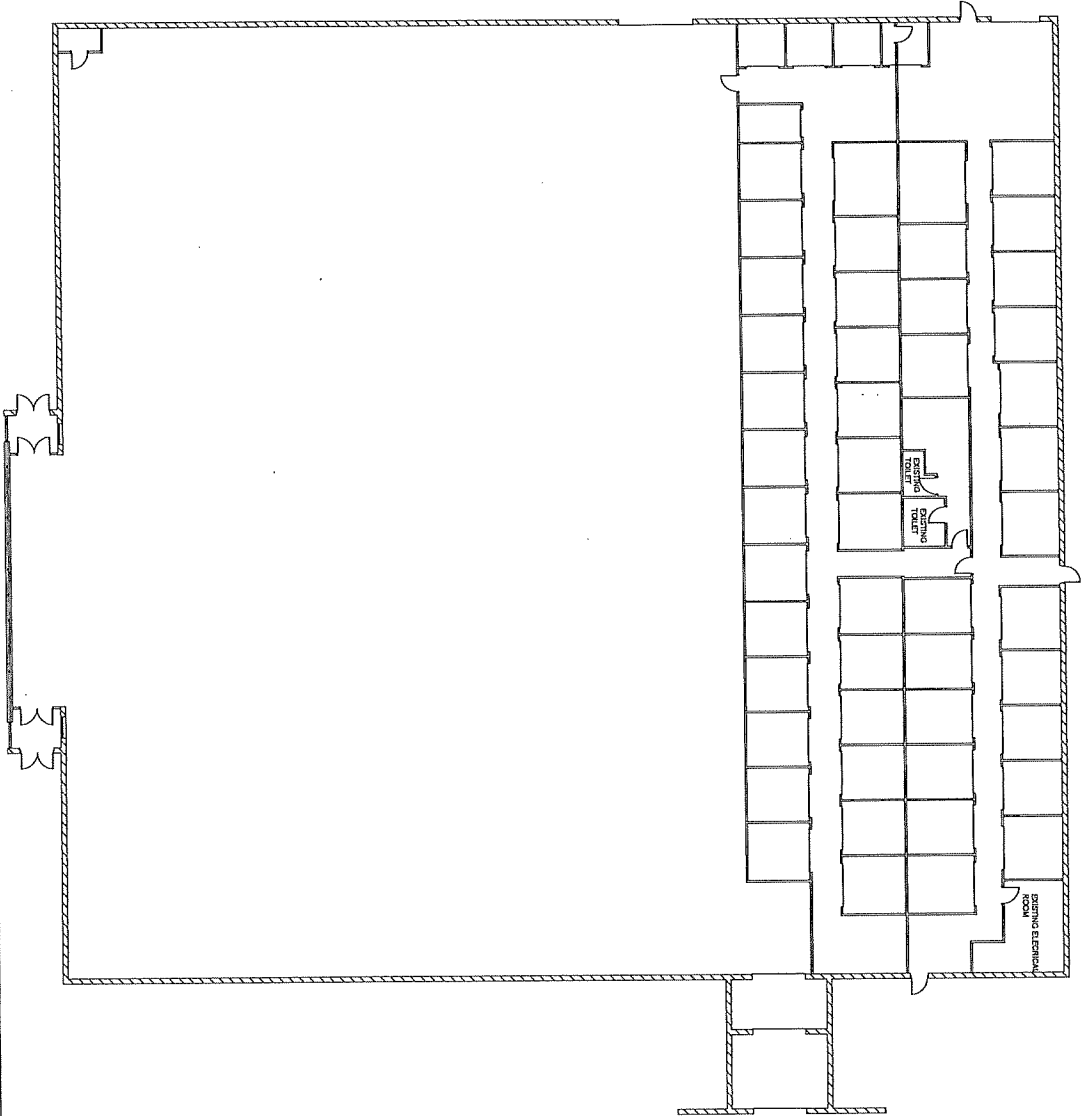
NOTES:
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MANUFACTURER'S INSTRUCTIONS.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 704 RATING SYSTEM.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 101 LIFE SAFETY CODE.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 1031 STANDARD FOR FIRE FIGHTER SAFETY.
6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 1042 STANDARD FOR FIRE FIGHTER SAFETY.
7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 1052 STANDARD FOR FIRE FIGHTER SAFETY.
8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 1062 STANDARD FOR FIRE FIGHTER SAFETY.
9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 1072 STANDARD FOR FIRE FIGHTER SAFETY.
10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 1082 STANDARD FOR FIRE FIGHTER SAFETY.

SCALE VERIFICATION

PROPOSED BUILDING ALTERATIONS FOR:
VIRLEE ACTIVITY CENTER
STURGEON BAY-, WISCONSIN; COUNTY OF: DOOR

BAYLAND
BAYLAND BUILDINGS
P.O. BOX 13571 GREEN BAY, WI 54307
(920) 488-0000 FAX: (920) 488-0033
www.baylandbuildings.com
DESIGN & BUILD GENERAL CONTRACTOR

1 EXISTING FLOOR PLAN
A1.0 3/22 * 1'-0"



| BUILDING DATA | |
|-------------------------------|--------------------------|
| BUILDING TYPE | AGENCY - COMMERCIAL |
| CONSTRUCTION CLASS | INDUSTRIAL - RESIDENTIAL |
| BUILDING AREA | 1,100 SQ. FT. |
| FIRST FLOOR AREA | 1,100 SQ. FT. |
| SECOND FLOOR AREA | 1,100 SQ. FT. |
| TOTAL AREA | 2,200 SQ. FT. |
| AREA UNDER COVERED BY | 1,100 SQ. FT. |
| SHRINKAGE COEFFICIENT | 0.0005 |
| PERMANENT SETBACKS PER SHIFTS | 10' |
| PERMANENT SETBACKS PER SHIFTS | 10' |

APPROVED

OWNER SIGNATURE _____ DATE _____

SALES REPRESENTATIVE _____ DATE _____

ISSUED FOR: CHECKED DATE: _____

BY: _____

☐ PRELIMINARY

☐ BID SET

☐ DESIGN REVIEW

☐ CHECKED

☒ CONSTRUCTION

A1.0

FIRST FLOOR PLAN

DATE: 5/11/2022

DRAWN BY: DPO

SALES REP: DAVE PHILLIPS

SALES NUMBER: 22-0072

DATE: 5/11/2022

REVISIONS:

SCALE VERIFICATION

PROPOSED BUILDING ALTERATIONS FOR:

VIRLEE ACTIVITY CENTER

STURGEON BAY-, WISCONSIN; COUNTY OF: DOOR

BAYLAND BUILDINGS

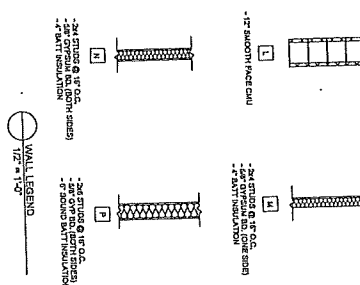
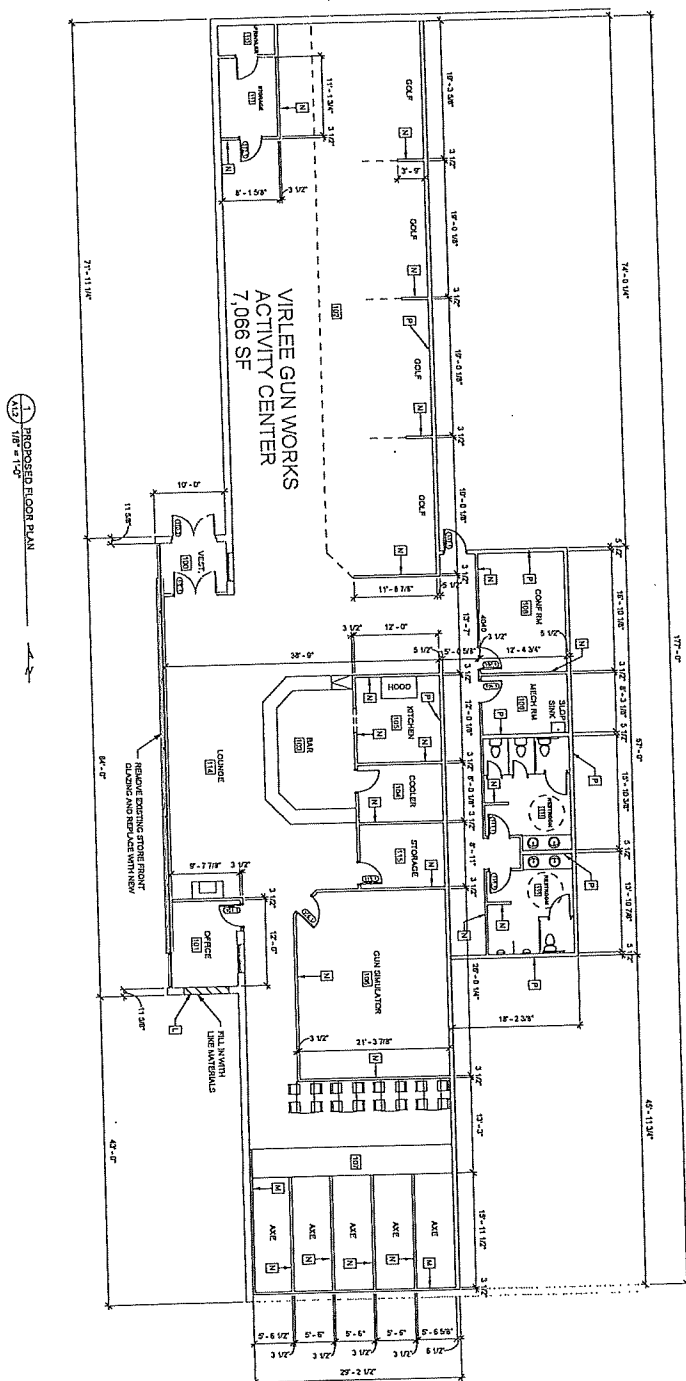
P.O. BOX 1001 GREEN BAY, WI 54301

(920) 488-0000 FAX (920) 488-0003

www.baylandbuildings.com

DESIGN & BUILD GENERAL CONTRACTOR

BAYLAND



WALL LEGEND
1/2" = 1'-0"

PROPOSED BUILDING ALTERATIONS FOR:

VIRLEE ACTIVITY CENTER

STURGEON BAY-, WISCONSIN; COUNTY OF: DOOR

BAYLAND BUILDINGS
P.O. BOX 11571 GREEN BAY, WI 54207
(608) 408-0300 FAX (608) 408-1033
www.baylandbuildings.com
DESIGN & BUILD GENERAL CONTRACTOR

BAYLAND

JOB NUMBER: 22-5073

SALES REP: DAVE PHILLIPS
G62P308-2580

DRAWN BY: DPC

DATE: 5/17/2022

REVISIONS:

ISSUED FOR: CHECKED BY:

☐ PRELIMINARY

☐ BID SET

☐ DESIGN REVIEW

☐ CHECKSET

☒ CONSTRUCTION

PROPOSED FLOOR PLAN

A1.2



BAYLAND BUILDINGS
P.O. BOX 1571 GREEN BAY, WI 54307
(920) 498-9300 FAX (920) 498-5330
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DESIGN & BUILD GENERAL CONTRACTOR

PROPOSED BUILDING ALTERATIONS FOR:
WIRLEE ACTIVITY CENTER
STURGEON BAY, WISCONSIN; COUNTY OF: DOOR

SCALE VERIFICATION

AS NOTED

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JOB NUMBER: 22-5973

SALES REP: DAVE PHILLIPS
(920) 498-5360

DRAWN BY: DPO

DATE: 5/11/2022

REVISIONS:

ISSUED FOR: CHECKED DATE
BY:

☐ PRELIMINARY
☐ NO SET
☐ DESIGN REVIEW
☐ CHECKSET
☒ CONSTRUCTION

APPROVED

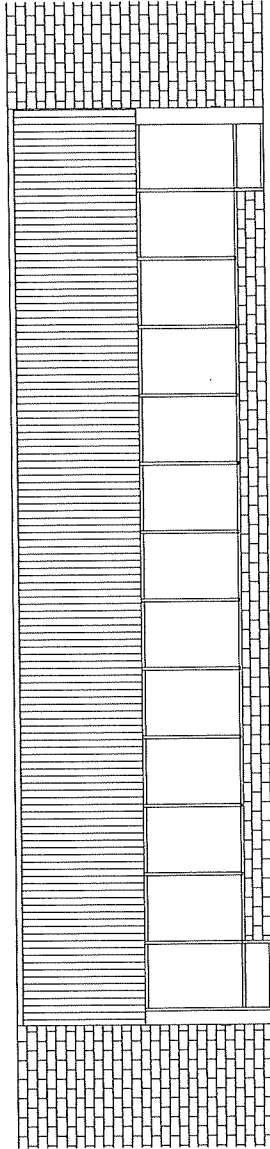
OWNER'S SIGNATURE _____ DATE _____

SALER REPRESENTATIVE _____ DATE _____

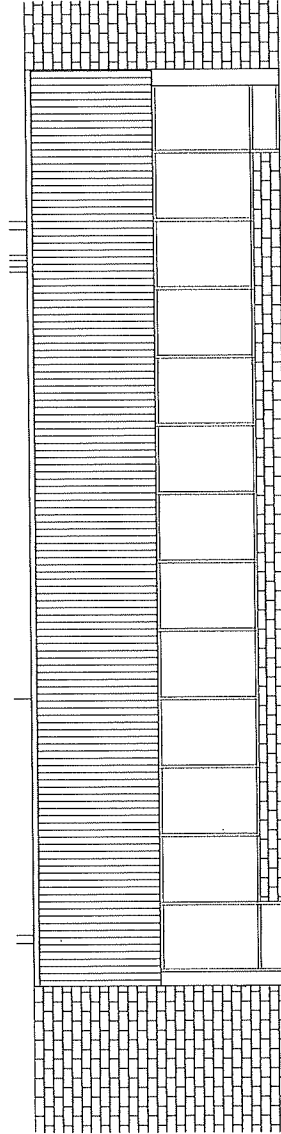
(PRINTED NAME & LAST NAME)

EXTERIOR ELEVATIONS

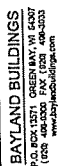
A2.0



1. EXISTING SOUTH ELEVATION
A2.0 1/4" = 1'-0"



2. PROPOSED SOUTH ELEVATION
A2.0 1/4" = 1'-0"



DESIGN & BUILD GENERAL CONTRACTOR

PROPOSED BUILDING ALTERATIONS FOR:
WIRLEE ACTIVITY CENTER
STURGEON BAY, WISCONSIN; COUNTY OF: DOOR

SCALE VERIFICATION

[illegible]

JOB NUMBER: 22-5073

SALES REP: DAVE PHILLIPS
7621308-2580

RAWN BY: DPO

DATE: 5/11/2022

REVISIONS:

ISSUED FOR: CHECKED DATE: BY:

| | |
|-------------------------------------|---------------|
| <input type="checkbox"/> | PRELIMINARY |
| <input type="checkbox"/> | BID SET |
| <input type="checkbox"/> | DESIGN REVIEW |
| <input type="checkbox"/> | CHECKSET |
| <input checked="" type="checkbox"/> | CONSTRUCTION |

APPROVED

A6.0

SIGNATURE _____ DATE _____

| ROOM SCHEDULE | | | | | | | | | | | | |
|---------------|-----------|------------|-----------|-----|-----|-------|-----|----------|--------|----------|--------|--|
| Room Number | Room Name | Room Photo | Week Days | | | | | Saturday | Sunday | Comments | Number | |
| | | | Mon | Tue | Wed | Thurs | Fri | | | | | |
| 101 | Office | F-4 | W-1 | W-2 | W-3 | W-4 | W-5 | W-6 | W-7 | | | |
| 102 | Office | F-4 | W-1 | W-2 | W-3 | W-4 | W-5 | W-6 | W-7 | | | |
| 103 | Office | F-4 | W-1 | W-2 | W-3 | W-4 | W-5 | W-6 | W-7 | | | |
| 104 | Office | F-4 | W-1 | W-2 | W-3 | W-4 | W-5 | W-6 | W-7 | | | |
| 105 | Office | F-4 | W-1 | W-2 | W-3 | W-4 | W-5 | W-6 | W-7 | | | |
| 106 | Office | F-4 | W-1 | W-2 | W-3 | W-4 | W-5 | W-6 | W-7 | | | |
| 107 | Office | F-4 | W-1 | W-2 | W-3 | W-4 | W-5 | W-6 | W-7 | | | |
| 108 | Office | F-4 | W-1 | W-2 | W-3 | W-4 | W-5 | W-6 | W-7 | | | |
| 109 | Office | F-4 | W-1 | W-2 | W-3 | W-4 | W-5 | W-6 | W-7 | | | |
| 110 | Office | F-4 | W-1 | W-2 | W-3 | W-4 | W-5 | W-6 | W-7 | | | |
| 111 | Office | F-4 | W-1 | W-2 | W-3 | W-4 | W-5 | W-6 | W-7 | | | |
| 112 | Office | F-4 | W-1 | W-2 | W-3 | W-4 | W-5 | W-6 | W-7 | | | |
| 113 | Office | F-4 | W-1 | W-2 | W-3 | W-4 | W-5 | W-6 | W-7 | | | |
| 114 | Office | F-4 | W-1 | W-2 | W-3 | W-4 | W-5 | W-6 | W-7 | | | |

| DOOR SCHEDULE | | | | | | | | | | To the Main | Comments |
|---------------|-------|--------|-------------|-------|-------|------|----------|----|--------|-------------------|----------|
| Door | | Frame | | | Hinge | | Increase | | | | |
| Material | Width | Height | Type | Usage | Size | 1/2" | 3/4" | 1" | 1 1/2" | | |
| 1000 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1002 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1004 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1006 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1008 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1010 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1012 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1014 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1016 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1018 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1020 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1022 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1024 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1026 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1028 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1030 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1032 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1034 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1036 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1038 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1040 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1042 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1044 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1046 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1048 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1050 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1052 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1054 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1056 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1058 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1060 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1062 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1064 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1066 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1068 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1070 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1072 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1074 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1076 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1078 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1080 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1082 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1084 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1086 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1088 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1090 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1092 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1094 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1096 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1098 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1100 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1102 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1104 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1106 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1108 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1110 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1112 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1114 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1116 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1118 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1120 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1122 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1124 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1126 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1128 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1130 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1132 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1134 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1136 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1138 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1140 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1142 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1144 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1146 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1148 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1150 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1152 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1154 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1156 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1158 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1160 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1162 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1164 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1166 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1168 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1170 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1172 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1174 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1176 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1178 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1180 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1182 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1184 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1186 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1188 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1190 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1192 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1194 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1196 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1198 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1200 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1202 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1204 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1206 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1208 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1210 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1212 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1214 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1216 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1218 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1220 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1222 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1224 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1226 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1228 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1230 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1232 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1234 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1236 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1238 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1240 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1242 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1244 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1246 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1248 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1250 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1252 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1254 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1256 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1258 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1260 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1262 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1264 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1266 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1268 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1270 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1272 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1274 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1276 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1278 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1280 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1282 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1284 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1286 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1288 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1290 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1292 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1294 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1296 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1298 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1300 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1302 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1304 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1306 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1 | 1 | 1 | | |
| 1308 | 2'-0" | 7'-0" | 1/2" x 1/2" | 1 | 1 | 1 | 1</ | | | | |

[illegible]

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www.baylandbuildings.com

PROPOSED BUILDING ALTERATIONS FOR:
VIRLEE ACTIVITY CENTER
STURGEON BAY-, WISCONSIN; COUNTY OF: DOOR

SCALE VERIFICATION
THIS BAR MEASURES 1" ON ORIGINAL.
ACROSS SCALE ACCURACIES

[illegible]

| | |
|---------------------|---|
| JOB NUMBER: 22-5073 | SALES REP: DAVE PHILLIPS (262)308-2580 |
| DRAWN BY: DPO | DATE: 5/11/2022 |
| REVISIONS: | |

ISSUED FOR: CHECKED DATE BY:

☐ PRELIMINARY

☐ BID SET

☐ DESIGN REVIEW

☐ CHECKSET

☒ CONSTRUCTION

REFLECTED CEILING PLAN

A7.0