

CITY OF STURGEON BAY COMMON COUNCIL AGENDA TUESDAY, JANUARY 17, 2023 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 \$5,419,394.32, Capital Fund \$217,957.28, TID #4 \$1,547.50 and Solid Waste Enterprise Fund \$15,253.03 for a grand total of \$5,654,152.13. [roll call]
- 8. CONSENT AGENDA
- All items listed with an asterisk (*) are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests before the Adoption of the Agenda, in which event the item will be removed from the Consent Agenda and considered immediately following the consent agenda.
 - * a. Approval of 1/3/23 regular Common Council minutes.
 - * b. Place the following minutes on file:
 - (1) Police & Fire Commission 3/16/22
 - (2) Sturgeon Bay Utility Commission 11/8/22
 - (3) Community Protection & Services Committee 12/7/22
 - (4) Sturgeon Bay Utility Commission 12/13/22
 - (5) Sturgeon Bay Utility Commission Closed Session 12/13/22
 - (6) Local Arts Board 12/14/22
 - (7) City Plan Commission 12/21/22
 - (8) Finance/Purchasing & Building Committee 12/27/22
 - (9) Bicycle & Pedestrian Advisory Board 1/9/23
 - *c. Place the following reports on file:
 - (1) Police Department Report December 2022
 - * d. Consideration of: Approval of beverage operator license.
 - * e. Consideration of: Approval of Sidewalk Café Permit.

- 9. Mayoral Appointments.
- 10. Second reading of ordinance re: Rezone Parcel 281-66-13000101B at 835 South Duluth Avenue from General Commercial (C-1) to Mixed Residential-Commercial (C-5).
- 11. Resolution Authorizing the Submittal of a Vibrant Spaces Grant Application for the Renovation of the Historic Grain Elevator Project at the West Waterfront.
- 12. Resolution Authorizing and Approving the Settlement in Lieu of Condemnation.
- 13. Finance/Purchasing & Building Committee recommendation re: Establish a Development Agreement with Fleet Farm.
- 14. Consideration of: Development Agreement for Shirley Weese Young's Muse Project.
- 15. City Administrator report.
- 16. Mayor's report.
- 17. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date:

1.13.23

Time:

12:00pm

By:

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.



Door County Granary

Project Update for the City of Sturgeon Bay – January 17, 2023

Project Manager: Nicole Matson, 920-241-6819, nicole@doorcountygranary.org

December 2022 and January 2023

Fundraising

- After applying and qualifying, the Granary project has been earmarked to receive \$3.3 million in federal funding.
- Expected funding will allow us to complete the occupancy requirements under the development agreement.
- SBHSF will need to raise additional funding to complete restoration project upper-level access, historic interpretation, and business operations. We expect this number to be in the \$1.2 million range.
- SBHSF requests the council to authorize the resolution to submit a Vibrant Spaces grant application through WEDC to help fund public restrooms at the Granary.

Construction

- SBHSF is considering a full restoration of the project, rather than phased construction.
- Construction team is working with LA DALLMAN and Beane Engineering to complete design and engineering plans to construct upper-level access and submit for appropriate permits to finalize a one-phase design package.
- SBHSF will bid out an updated one-phase package to replace of the current phased approach.
 - With secure funding in place this will be the most economical and efficient way to complete construction.
 - An updated bid package to combine the original phase 1 and phase 2 will take approximately three months to ready for bid.
 - o An updated construction schedule and proposed completion date will follow awarding the bid.
- Windows
 - Design and fabrication of custom metal, rectangular and large triple-hung windows order has been contracted
 - Order documents were provided to city administration via email
 - Historic windows and manufactured windows to be ordered as soon as possible
- Electrical gear box has been delivered

Other

• Historian and popular lecturer Larry Desotell will be presenting "Sturgeon Bay Grain Elevator: A Story of the Gilded Age," at Third Avenue Playworks on Thursday, March 2. Join to learn more about the significance of wooden grain elevators. This lecture will be free and open to the public. More information will be available on our Facebook and website soon.

7.

DATE 7.
TIME
ID:

CITY OF STURGEON BAY DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 01/17/2023

	NDOR #		ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
AL FUND						
GENERAL	FUND					
	ABILITIE					
ROC	001767	FIRST & MAIN PROPERTIES, LLC	SIGN DEPOSIT REFND/FIRST -MAI	N 01-000-000-23168	50.00	
			me	OFFITTATE TABLITUTES		50.00
			10	OTAL LIABILITIES		30.00
BAI	LLFIELD	LIGHTING				
		WPPI ENERGY	01/23 ATHLETIC FLD LIGHT PROJ	01-000-981-70000	1,365.39	
			то	OTAL BALLFIELD LIGHTING		1,365.39
						1 415 06
			TO	OTAL GENERAL FUND		1,415.39
CITY COU	DUNCIL					
03:	3133	CELLCOM WISCONSIN RSA 10	12/22 3 ALDER CELL PHONES	01-105-000-58999	84.13	
			TO	OTAL		84.13
			T	OTAL CITY COUNCIL		84.13
LAW/LEG	GAL					
BU	JELOW	BUELOW, VETTER, BUIKEMA,	12/22 LABOR MATTERS	01-110-000-57900	455.00	
		,				
			T	OTAL		455.00
				OTAL LAW/LEGAL		
CITY CL	LERKTRE.	ASURER				
			T·	OTAL LAW/LEGAL	32.00	
04	4650				32.00 2.00	
04 04	4650 4650		12/22 FILING FEES COPIES	OTAL LAW/LEGAL 01-115-000-56350		
04 04 BU	4650 4650	DOOR COUNTY REGISTER OF DEEDS	12/22 FILING FEES COPIES	OTAL LAW/LEGAL 01-115-000-56350 01-115-000-56350	2.00	
04 04 BU BU	4650 4650 UBRICKS	DOOR COUNTY REGISTER OF DEEDS	12/22 FILING FEES COPIES ASSORTED OFFICE SUPPLIES	OTAL LAW/LEGAL 01-115-000-56350 01-115-000-56350 01-115-000-51950	2.00 54.10	
04 04 BU BU	4650 4650 UBRICKS UBRICKS	DOOR COUNTY REGISTER OF DEEDS	12/22 FILING FEES COPIES ASSORTED OFFICE SUPPLIES COLOR PAPER	01-115-000-56350 01-115-000-56350 01-115-000-51950 01-115-000-52800 01-115-000-54999 01-115-000-51950	2.00 54.10 38.62 12.51 124.38	
04 04 BU BU BU BU	4650 4650 UBRICKS UBRICKS UBRICKS UBRICKS	DOOR COUNTY REGISTER OF DEEDS BUBRICK'S COMPLETE OFFICE, INC	12/22 FILING FEES COPIES ASSORTED OFFICE SUPPLIES COLOR PAPER CARD HOLDER DESK PAD CALENDARS BINDER CLIPS	01-115-000-56350 01-115-000-56350 01-115-000-51950 01-115-000-52800 01-115-000-54999 01-115-000-51950 01-115-000-51950	2.00 54.10 38.62 12.51 124.38 2.52	
04 04 BU BU BU BU	4650 4650 UBRICKS UBRICKS UBRICKS	DOOR COUNTY REGISTER OF DEEDS	12/22 FILING FEES COPIES ASSORTED OFFICE SUPPLIES COLOR PAPER CARD HOLDER DESK PAD CALENDARS	01-115-000-56350 01-115-000-56350 01-115-000-51950 01-115-000-52800 01-115-000-54999 01-115-000-51950	2.00 54.10 38.62 12.51 124.38	
04 04 BU BU BU BU	4650 4650 UBRICKS UBRICKS UBRICKS UBRICKS	DOOR COUNTY REGISTER OF DEEDS BUBRICK'S COMPLETE OFFICE, INC	12/22 FILING FEES COPIES ASSORTED OFFICE SUPPLIES COLOR PAPER CARD HOLDER DESK PAD CALENDARS BINDER CLIPS MUNICODE ADMIN SUPPORT FEE	01-115-000-56350 01-115-000-56350 01-115-000-51950 01-115-000-52800 01-115-000-54999 01-115-000-51950 01-115-000-51950	2.00 54.10 38.62 12.51 124.38 2.52	455.00
04 04 BU BU BU BU	4650 4650 UBRICKS UBRICKS UBRICKS UBRICKS	DOOR COUNTY REGISTER OF DEEDS BUBRICK'S COMPLETE OFFICE, INC	12/22 FILING FEES COPIES ASSORTED OFFICE SUPPLIES COLOR PAPER CARD HOLDER DESK PAD CALENDARS BINDER CLIPS MUNICODE ADMIN SUPPORT FEE	01-115-000-56350 01-115-000-56350 01-115-000-51950 01-115-000-52800 01-115-000-54999 01-115-000-51950 01-115-000-51950 01-115-000-57050	2.00 54.10 38.62 12.51 124.38 2.52 275.00	455.00
04 04 BU BU BU BU	4650 4650 UBRICKS UBRICKS UBRICKS UBRICKS UBRICKS	DOOR COUNTY REGISTER OF DEEDS BUBRICK'S COMPLETE OFFICE, INC	12/22 FILING FEES COPIES ASSORTED OFFICE SUPPLIES COLOR PAPER CARD HOLDER DESK PAD CALENDARS BINDER CLIPS MUNICODE ADMIN SUPPORT FEE	01-115-000-56350 01-115-000-56350 01-115-000-51950 01-115-000-52800 01-115-000-54999 01-115-000-51950 01-115-000-57050	2.00 54.10 38.62 12.51 124.38 2.52 275.00	455.0
04 BU BU BU CI	4650 4650 UBRICKS UBRICKS UBRICKS UBRICKS IVIC	DOOR COUNTY REGISTER OF DEEDS BUBRICK'S COMPLETE OFFICE, INC	12/22 FILING FEES COPIES ASSORTED OFFICE SUPPLIES COLOR PAPER CARD HOLDER DESK PAD CALENDARS BINDER CLIPS MUNICODE ADMIN SUPPORT FEE	01-115-000-56350 01-115-000-56350 01-115-000-51950 01-115-000-52800 01-115-000-54999 01-115-000-51950 01-115-000-57050 OTAL	2.00 54.10 38.62 12.51 124.38 2.52 275.00	455.00
04 BU BU BU CI	4650 4650 UBRICKS UBRICKS UBRICKS UBRICKS IVIC	DOOR COUNTY REGISTER OF DEEDS BUBRICK'S COMPLETE OFFICE, INC	12/22 FILING FEES COPIES ASSORTED OFFICE SUPPLIES COLOR PAPER CARD HOLDER DESK PAD CALENDARS BINDER CLIPS MUNICODE ADMIN SUPPORT FEE T	01-115-000-56350 01-115-000-56350 01-115-000-51950 01-115-000-52800 01-115-000-54999 01-115-000-51950 01-115-000-57050 OTAL OTAL CITY CLERK-TREASURE	2.00 54.10 38.62 12.51 124.38 2.52 275.00	455.00
O4 O4 BU BU BU CI COMPUTE	4650 4650 UBRICKS UBRICKS UBRICKS UBRICKS UBRICKS UBRICKS IVIC	DOOR COUNTY REGISTER OF DEEDS BUBRICK'S COMPLETE OFFICE, INC	12/22 FILING FEES COPIES ASSORTED OFFICE SUPPLIES COLOR PAPER CARD HOLDER DESK PAD CALENDARS BINDER CLIPS MUNICODE ADMIN SUPPORT FEE T T 2 USB SPEAKER SETS 2 3.5MM SPEAKER SETS	01-115-000-56350 01-115-000-56350 01-115-000-51950 01-115-000-52800 01-115-000-54999 01-115-000-51950 01-115-000-51950 01-115-000-57050 OTAL OTAL CITY CLERK-TREASURE	2.00 54.10 38.62 12.51 124.38 2.52 275.00	455.00
O4 O4 BU BU BU CI COMPUTE O3 O3	4650 4650 UBRICKS UBRICKS UBRICKS UBRICKS UBRICKS IVIC ER 3101 3101	DOOR COUNTY REGISTER OF DEEDS BUBRICK'S COMPLETE OFFICE, INC	12/22 FILING FEES COPIES ASSORTED OFFICE SUPPLIES COLOR PAPER CARD HOLDER DESK PAD CALENDARS BINDER CLIPS MUNICODE ADMIN SUPPORT FEE T T 2 USB SPEAKER SETS 2 3.5MM SPEAKER SETS SURFACE PRO CITY CLERK	01-115-000-56350 01-115-000-56350 01-115-000-51950 01-115-000-52800 01-115-000-54999 01-115-000-51950 01-115-000-51950 01-115-000-57050 OTAL OTAL CITY CLERK-TREASURE 01-125-000-55550 01-125-000-55550 01-125-000-55550	2.00 54.10 38.62 12.51 124.38 2.52 275.00	455.00
O44 BU BU BU CI COMPUTE 03 03 03	4650 4650 UBRICKS UBRICKS UBRICKS UBRICKS UBRICKS IVIC ER 3101 3101 3101	DOOR COUNTY REGISTER OF DEEDS BUBRICK'S COMPLETE OFFICE, INC CIVIC PLUS LLC CDW GOVERNMENT, INC.	12/22 FILING FEES COPIES ASSORTED OFFICE SUPPLIES COLOR PAPER CARD HOLDER DESK PAD CALENDARS BINDER CLIPS MUNICODE ADMIN SUPPORT FEE T 2 USB SPEAKER SETS 2 3.5MM SPEAKER SETS SURFACE PRO CITY CLERK SURFACE PRO CITY ADMIN	01-115-000-56350 01-115-000-56350 01-115-000-51950 01-115-000-52800 01-115-000-54999 01-115-000-51950 01-115-000-57050 OTAL OTAL CITY CLERK-TREASURE 01-125-000-55550 01-125-000-55550 01-125-000-55550 01-125-000-55550	2.00 54.10 38.62 12.51 124.38 2.52 275.00 27.20 25.00 916.69 916.69	455.00
O4 O4 BU BU BU CI COMPUTE 03 03 03 03 04	4650 4650 UBRICKS UBRICKS UBRICKS UBRICKS UBRICKS IVIC ER 3101 3101 3101 4696	DOOR COUNTY REGISTER OF DEEDS BUBRICK'S COMPLETE OFFICE, INC	12/22 FILING FEES COPIES ASSORTED OFFICE SUPPLIES COLOR PAPER CARD HOLDER DESK PAD CALENDARS BINDER CLIPS MUNICODE ADMIN SUPPORT FEE T 2 USB SPEAKER SETS 2 3.5MM SPEAKER SETS SURFACE PRO CITY CLERK SURFACE PRO CITY ADMIN 12/22 INTERNET	01-115-000-56350 01-115-000-56350 01-115-000-51950 01-115-000-51950 01-115-000-54999 01-115-000-51950 01-115-000-51950 01-115-000-57050 OTAL OTAL CITY CLERK-TREASURE 01-125-000-55550 01-125-000-55550 01-125-000-55550 01-125-000-55550 01-125-000-55550	2.00 54.10 38.62 12.51 124.38 2.52 275.00	455.00 541.13
04 04 BU BU BU CI COMPUTE 03 03 03 03 04	4650 4650 UBRICKS UBRICKS UBRICKS UBRICKS UBRICKS IVIC ER 3101 3101 3101	DOOR COUNTY REGISTER OF DEEDS BUBRICK'S COMPLETE OFFICE, INC CIVIC PLUS LLC CDW GOVERNMENT, INC.	12/22 FILING FEES COPIES ASSORTED OFFICE SUPPLIES COLOR PAPER CARD HOLDER DESK PAD CALENDARS BINDER CLIPS MUNICODE ADMIN SUPPORT FEE T 2 USB SPEAKER SETS 2 3.5MM SPEAKER SETS SURFACE PRO CITY CLERK SURFACE PRO CITY ADMIN	01-115-000-56350 01-115-000-56350 01-115-000-51950 01-115-000-52800 01-115-000-54999 01-115-000-51950 01-115-000-57050 OTAL OTAL CITY CLERK-TREASURE 01-125-000-55550 01-125-000-55550 01-125-000-55550 01-125-000-55550	2.00 54.10 38.62 12.51 124.38 2.52 275.00 25.00 916.69 916.69 100.00	455.00 455.00 541.13

DEPARTMENT SUMMARY REPORT

PAGE: CITY OF STURGEON BAY DATE: 01/10/1923

INVOICES DUE ON/BEFORE 01/17/2023

ACCOUNT # AMOUNT DUE VENDOR # NAME ITEM DESCRIPTION _____ GENERAL FUND 01-125-000-55550 217.25 04696 SSD UPGRADES-POLICE MSI HUMAN RESOURCES APPLICATN 01-125-000-55550 85.71 HARRIS HARRIS COMPUTER SYSTEMS MSI EMPLOY SS ADD ON 01-125-000-55550 149.58 HARRIS MSI EMPLOY SS ANNL MAINTENCE 01-125-000-55550 32.92 HARRIS MSI HUMAN RESOURCES APPLICTN 01-125-000-55550 1,028.50 HARRIS 1,745.00 HARRIS MSI EMPLOY SS ADD ON 01-125-000-55550 01-125-000-55550 HARRIS MSI EMPLOY SS ANNL MAINT 395.00 MSI HUMAN RESOURCES HARRIS 01-125-000-55550 4,675.00 HARRIS MSI HR TRAINING/DATA/IMPLEMENT 01-125-000-55550 2,000.00 01-125-000-55550 1,250.00 HARRIS MSI ESS SETUP/TESTING 01-125-000-55550 8,220.00 HEARTBUS HEARTLAND BUSINESS SYSTEMS, LLC HSB FLEX SVC 01-125-000-55550 3,900.00 FIREWALL INSTALL/CONFIGURE HEARTBUS 30,585.78 TOTAL 30,585.78 TOTAL COMPUTER CITY ASSESSOR 4,916.63 01/23 CONTRACT 01-130-000-55010 ASSO APP ASSOCIATED APPRAISALS 2022 MANFACTURING ASESSMENTS 01-130-000-51530 3,838.48 WISCONSIN DEPT OF REVENUE TOTAL 8,755.11 TOTAL CITY ASSESSOR 8.755.11 BUILDING/ZONING CODE ENFORCEMT 9,206.87 DOOR COUNTY INSPECTIONS, LLC 12/22 PERMITS 01-140-000-55010 DCT TOTAL 9,206.87 TOTAL BUILDING/ZONING CODE ENFORCEMT 9,206.87 ELECTIONS DEPARTMENT 01-155-000-58999 2,356.42 DOOR COUNTY TREASURER 2022 ELECTION EXPENSES 04696 TOTAL 2,356.42 TOTAL ELECTIONS DEPARTMENT 2,356.42 CITY HALL 01-160-000-55300 653.21 VIKING ELECTRIC SUPPLY, INC LED LIGHTS VIKING TOTAL 653.21 TOTAL CITY HALL 653.21 TIME: 14:29:02 ID: AP443ST0.WOW DEPARTMENT SUMMARY REPORT

DATE: 01/10/1923 CITY OF STURGEON BAY PAGE: 3

INVOICES DUE ON/BEFORE 01/17/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
AL FUND					
MCCLONE	MCCLONE AGENCY, INC	02/23 WORK COMP	01-165-000-58750	12,661.00	
MCCLONE	needons nestror, and	02/23 GENERAL LIABILITY		2,817.73	
MCCLONE		02/23 LAW ENFORCE LIABILITY		1,452.12	
MCCLONE		02/23 PUBLIC OFFCIAL LIABILITY		2,407.37	
MCCLONE		02/23 AUTO LIABILITY	01-165-000-55200	1,505.54	
MCCLONE		02/23 AUTO PHYSICAL DAMAGE	01-165-000-55200	2,338.20	
MCCLONE		02/23 CYBER	01-165-000-55450	293.04	
MUN PROP	MUNICIPAL PROPERTY INSURANCE	01/23 PROPERTY INSURANCE	01-165-000-57350	44,360.00	
		тот	'AL		67,835.00
		тот	AL INSURANCE		67,835.00
GENERAL EXPEND	ITURES				
0.1505	DOOD GOLDING TIDER CHIEF	12/22 CITY HALL PHONE SVC	01-199-000-58200	33.05	
04696	DOOR COUNTY TREASURER	12/22 FIRE PHONE SVC	01-199-000-58200	13.37	
04696		12/22 FIRE PHONE SVC	01-199-000-58200	6.07	
04696 04696		12/22 POLICE PHONE SVC	01-199-000-58200	18.95	
APEX	APEX SAFETY AND COMPLIANCE LLC		01-199-000-55605	3,575.00	
	BUBRICK'S COMPLETE OFFICE, INC		01-199-000-55650	478.90	
BUBRICKS	boblish b combatt office, inc	COPY PAPER	01-199-000-55650	718.35	
REVIZE	REVIZE, LLC	ANNUAL FEE WEBSITE SVC	01-199-000-51100	2,400.00	
		TOT	PAL		7,243.69
		тот	TAL GENERAL EXPENDITURE	S	7,243.69
PATROL BOAT	200				
PATROL BC 02206	BAY MARINE	FLIR/ FIRE BOAT	01-205-000-58600	3,099.04	
02206	DAI MAKINE	NIGHT VISION CONTROL	01-205-000-58600	1,499.00	
		TO	TAL PATROL BOAT		4,598.04
		TO	FAL PATROL BOAT		4,598.04
POLICE DEPARTM	ient/patrol				
01766	AURORA MEDICAL GROUP	PRE EMPLOY SCREEN CSO CUTURIA	01-215-000-57100	269.00	
ENGEBOSE	KYLE ENGEBOSE	BOOT REIMBURSE/ENGEBOSE	01-215-000-52900	61.08	
KWIKTRIP	KWIK TRIP INC	12/22 SQUAD 10 FUEL	01-215-000-51650	20.24	
R0000608	AUTO ZONE, INC	WINDSHIELD WASHER FLUID	01-215-000-54999	37.74	
		TO	ral		388.0
		TO	FAL POLICE DEPARTMENT/	PATROL	388.06
POLICE DEPT.	'INVESTIGATIONS				
20708	TRAF-O-TERIA SYSTEM	PARKING TICKETS	01-225-000-57950	381.16	

PAGE: CITY OF STURGEON BAY

DATE: 01/10/1923

ID: AP443ST0.WOW

DEPARTMENT SUMMARY REPORT TIME: 14:29:02

INVOICES DUE ON/BEFORE 01/17/2023

ITEM DESCRIPTION ACCOUNT # AMOUNT DUE VENDOR # NAME ______ GENERAL FUND 494.57 TOTAL TOTAL POLICE DEPT. / INVESTIGATIONS 494.57 FIRE DEPARTMENT FIRE DEPARTMENT AMPLITEL AMPLITEL TECHNOLOGIES, LLC OUTAGE SVC PS COMMUNICATIONS 01-250-000-57550 1,162.50 150.00 DC FIRE DOOR COUNTY FIRE CHIEF'S INC 2022 DUES 01-250-000-56000 160.80 01-250-000-51950 2023 CALENDARS DC PRINT DC PRINTING GENERAL GENERAL COMMUNICATIONS, INC. BUMPER GUARDS/CH701 & 702 01-250-000-53000 3,208.30 277.10 01-250-000-51650 KWIKTRIP KWIK TRIP INC 12/22 FUEL CHARGES 30.54 01-250-000-54999 WEST MARINE PRODUCTS INC SHRINK TUBE-TAPE PORT 91.46 WITMER WITMER PUBLIC SAFETY GROUP INC WEBBING 01-250-000-51350 TOTAL FIRE DEPARTMENT 5,080.70 TOTAL FIRE DEPARTMENT 5,080.70 SNOW REMOVAL SNOW REMOVAL 39.12 01-410-000-51400 FASTENAL COMPANY BOLTS 06012 13,005,28 155.92 TONS SALT 01-410-000-52400 13825 MORTON SALT SHEAR PLATE 01-410-000-51400 41.03 SERVICE MOTOR CO 19240 MACQUEEN MACQUEEN EQUIPMENT, LLC MIRROR 01-410-000-51400 152,02 01-410-000-51400 18.88 SHIPPING MACQUEEN 1,295.00 PLOW CURB GUARDS 01-410-000-51400 R0000768 BRAUER SUPPLY & EQUIPMENT 01-410-000-51400 35.00 SHIPPING R0000768 543.67 HEATED PLOW LIGHTS 01-410-000-51400 TRUCK TRUCK EQUIPMENT, INC. 15,130.00 TOTAL SNOW REMOVAL 15,130.00 TOTAL SNOW REMOVAL STREET MACHINERY 766.99 01-450-000-57550 ANTENNA REPEATR REPAIRS 02005 BAY ELECTRONICS, INC. 01-450-000-53000 351.48 04545 DOOR COUNTY COOPERATIVE/NAPA ROLLER BALL BEARING 174.67 01-450-000-52150 04545 GREASE 9.13 01-450-000-52150 BATTERY CABLES 04545 5.72 BOLTS 01-450-000-53000 06012 FASTENAL COMPANY AMBER TRUCK LIGHTS 01-450-000-53000 172.74 MONROE TRUCK EQUIPMENT, INC 13655 SCREW NUT 01-450-000-52150 4.89 13655 01-450-000-52150 299.00 13655 01-450-000-58999 50.00 DOCK PAY STATION HOST FEE 20070 TAPCO 615.00 01-450-000-53000 MIRROR ASSEMBLY JIM FORD JIM OLSON FORD-LINCOLN, LLC 01-450-000-52150 15.16 O'REILLY O'REILLY AUTO PARTS-FIRST CALL CUT OFF WHEEL 01-450-000-52150 27.52 BATTERY TERMINAL O'REILLY 01-450-000-52150 7.07 BATTERY TERMINAL O'REILLY 161.90 01-450-000-53000 QUALITY TRUCK CARE CENTER INC BATTERIES OUALITY 2,661.27 TOTAL

TOTAL STREET MACHINERY

2,661.27

DATE: 01/10/1923 TIME: 14:29:02 ID: AP443ST0.WOW

DEPARTMENT SUMMARY REPORT

CITY OF STURGEON BAY PAGE: 5

INVOICES DUE ON/BEFORE 01/17/2023

## TOTAL CITY BANAGE 4 ## HIGHNAYS - CENERAL DAYIS	VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
MINISTER	RAL FUND					
MARKHILD						
AMERICAL CYLINGER RENTAL G1-600-003-59999 161.51 TOTAL						
HICKMAYS - DEMERAL BAYIS DAVID DAVIS SAFETY REIMBURSK/DAYIS 01-499-000-56800 226.81 TOTAL TOTAL HIGHWAYS - GENERAL 2 TOTAL HIGHWAYS - GENERAL 3 ANTEY REIMBURGE/REAMER 01-510-000-58939 110.00 ROADER ROBERT NUMBER 01-510-000-56800 200.56 BALLFIELDS BALLFIELDS BALLFIELDS BALLFIELDS BALLFIELD MAINTENANCE-LABOR 01-520-000-56500 299.400 RO001289 BALLFIELD MAINTENANCE-FUEL 01-520-000-56500 299.400 RO001289 BALLFIELD MAINTENANCE-FUEL 01-520-000-56500 299.400 RO001289 BALLFIELD MAINTENANCE-FUEL 01-520-000-56500 10.00 BRO001289 BALLFIELD MAINTENANCE-FUEL 01-520-000-56500 10.00 RO001289 BALLFIELD MAINTENANCE-FUEL 01-520-000-56500 10.00 ROOD STANDARD MAINTENANCE-FUEL 01-520-000-56500 10.00 RO						
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TOTAL EMPLOYEE BENEFITS 2,5 COMMUNITY & ECONOMIC DEVLPMT						
TOTAL EMPLOYEE BENEFITS 2,5 COMMUNITY & ECONOMIC DEVLPMT	ži.c					2,96
				TOTAL EMPLOYEE BENEFITS		2,96
19730 STURGEON BAY VISITOR CENTER- 1ST QTR SUPPORT 2023 01-900-000-57800 6,403.14					6,403.14	

CITY OF STURGEON BAY DATE: 01/10/1923

DEPARTMENT SUMMARY REPORT TIME: 14:29:02

ITEM DESCRIPTION ACCOUNT # AMOUNT DUE VENDOR # NAME

INVOICES DUE ON/BEFORE 01/17/2023

GENERAL FUND

ID: AP443STO.WOW

6,403.14 TOTAL

> TOTAL COMMUNITY & ECONOMIC DEVLPMT 6,403.14

PAGE:

8,055.03

42,379.00

174,159.83 TOTAL GENERAL FUND

CAPITAL FUND

CITY HALL

CITY HALL EXPENSE 05500 ENERGY CONTROL AND DESIGN INC CITY HALL #3 BOILER OVERHAUL 10-160-000-59999 8,055.03

TOTAL CITY HALL EXPENSE

8,055.03 TOTAL CITY HALL

GENERAL EXPENDITURES

2,922.00 SBU PORTION MAN HOLE ADJ RING 10-199-000-51525 FERGUSON FERGUSON WATERWORKS #1476 SBU PORTION MANHOLE ADJ RINGS 10-199-000-51525 940.87 FERGUSON SBU PORTION MANHOLE ADJ RINGS 10-199-000-51525 1,878.00 FERGUSON SBU PORTION MANHOLE ADJ RING 10-199-000-51525 276.38 FERGUSON

TOTAL 6,017.25

TOTAL GENERAL EXPENDITURES 6,017.25

PATROL BOAT

PATROL BOAT

42,379.00 ENGINES/PATROL BOATS 10-205-000-59135 02206 BAY MARINE

42,379.00 TOTAL PATROL BOAT

TOTAL PATROL BOAT

FIRE DEPARTMENT EXPENSE

CUSTOMFA CUSTOM FAB & BODY, LLC

BRUSH/FIRST RESPONDER TRUCK 10-250-000-59060 153,793.00 3,404.69 10-250-000-59030 DREAMSEATS LLC 6 METAL MATTRESS FRAMES DREAM

692.00 WREEVES W. REEVES & ASSOCIATES INC. LED FLARES 10-250-000-59060

157,889,69 TOTAL EXPENSE

TOTAL FIRE DEPARTMENT 157,889.69

STORM SEWERS EXPENSE

FERGUSON FERGUSON WATERWORKS #1476 CITY PORTION MAN HOLE ADJ RING 10-300-000-59115 974.00 CITY PORTION MANHOLE ADJ RINGS 10-300-000-59115 313,63 FERGUSON

626.00 CITY PORTION MANHOLE ADJ RINGS 10-300-000-59115 FERGUSON CITY PORTION MANHOLE ADJ RING 10-300-000-59115 92.12 FERGUSON

DATE: 01/10/1923 TIME: 14:29:02 CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 7

408,917.64

ID: AP443ST0.WOW INVOICES DUE ON/BEFORE 01/17/2023

VENDOR # NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
CAPITAL FUND EXPENSE EXPENSE				
		TOTAL EXPENSE		2,005.75
		TOTAL STORM SEWERS		2,005.75
ROADWAYS/STREETS ROADWAYS/STREETS				
STAN'S STAN'S INDUSTRIAL WOODWORK INC	PALLET OF LATH	10-400-000-59095	1,610.56	
		TOTAL ROADWAYS/STREETS		1,610.56
		TOTAL ROADWAYS/STREETS		1,610.56
		TOTAL CAPITAL FUND		217,957.28
TID #4 DISTRICT TID #4 DISTRICT TID #4 DISTRICT	WEST WTRFRONT FESTIVAL PRO	20.240.000.5000	1,547.50	
CEDARCO CEDAR CORPORATION	WEST WTRERONT FESTIVAL PRO	TOTAL TID #4 DISTRICT	1,347.30	1,547.50
		TOTAL TID #4 DISTRICT		1,547.50
		TOTAL TID #4 DISTRICT		1,547.50
SOLID WASTE ENTERPRISE SOLID WASTE ENTERPRISE FUND SOLID WASTE ENTERPRISE FUND GFLENVIR GFL ENVIRONMENTAL, INC GFLENVIR	213.14 TN GARBAGE 58.48 TN RECYCLING	60-000-000-58300 60-000-000-58350	14,333.72 919.31	
GELDINVIK	30.40 IN ABEIGHING	TOTAL SOLID WASTE ENTERPR		15,253.03
		TOTAL SOLID WASTE ENTERPR		15,253.03
		TOTAL SOLID WASTE ENTERPR		15,253.03

TOTAL ALL FUNDS

January 17, 2023 Common Council	Page 7A
MANUAL CHECKS	
SUN LIFE FINANCIAL 01/03/23 Check # 91260 01/23 Short- & Long-Term Disability 01-000-000-21545	\$2,224.33
EFT GROUP INSURANCE 01/03/2023 Check # 91261 01/23 Health Insurance Various Departmental Accounts	\$121,372.92
WAL-MART-CAPITAL ONE 01/04/23 Check # 91312 11/22 Statement Charges Various Departmental Accounts	\$151.40
WISCONSIN PUBLIC SERVICE 01/04/23 Check # 91313 12/22 Statement Charges Various Departmental Accounts	\$ 4,229.65
DOOR COUNTY TREASURER 01/09/23 Check # 91314 01/23 Tax Settlement 01-000-000-24212	\$1,234,187.52
NWTC GREEN BAY 01/09/23 Check # 91315 01/23 Tax Settlement 01-000-000-24640	\$263,769.66
SEVASTOPOL SCHOOL DISTRICT 01/09/23 Check # 91316 01/23 Tax Settlement 01-000-000-24630	\$85,211.79
SOUTHERN DOOR SCHOOL DISTRICT 01/09/23 Check # 91317 01/23 Tax Settlement	\$213,710.98

01-000-000-24620

STURGEON BAY SCHOOL DISTRICT 01/09/23 Check # 91318 01/23 Tax Settlement 01-000-000-24610	\$3,306,704.11
SPECTRUM 01/09/23 Check #91319 12/22 Statement Charges Various Departmental Accounts	\$181.92
AT&T FIRST MOBILITY 01/09/23 Check # 91199 12/22 Police Cellphone Statement 01-215-000-58250	\$1,527.71
SECURIAN FINANCIAL GROUP 01/10/23 Check # 91321 01/23 & 02/23 Life Insurance 01-600-000-50552	\$ 5,355.12
DELTA DENTAL 01/10/23 Check # 91322 01/23 Dental Insurance Various Departmental Accounts	\$6,426.38
EMPLOYEE BENEFITS CORP. 01/10/23 Check # 91323 FSA/COBRA/HRA 01-600-000-50510	\$181.00

TOTAL MANUAL CHECKS

\$5,245,234.49

DATE: 01/10/1923 TIME: 14:29:02 ID: AP443ST0.WOW

CITY OF STURGEON BAY DEPARTMENT SUMMARY REPORT PAGE:

INVOICES DUE ON/BEFORE 01/17/2023

VENDOR # NAME

ITEM DESCRIPTION

ACCOUNT #

AMOUNT DUE

SUMMARY OF FUNDS:

GENERAL FUND CAPITAL FUND TID #4 DISTRICT

SOLID WASTE ENTERPRISE

TOTAL --- ALL FUNDS

174,55.83 5719,394.32 217,957.28 1,547.50

15,253.03

408,912.64

5,654,152,13

Helen Bacon January 10, 2023 Seth Warmers 1/10/23 All White 1/10/23

COMMON COUNCIL January 3, 2023

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 amended agenda moving item #5 to #6a. Carried.

Fire Chief Dietman and Mayor Ward presented a retirement plaque to Todd Ploor for his 26.5 years of service as a part time firefighter.

Chris Kellems, 120 Alabama Street and Laurel Hauser, 746 Kentucky Street spoke during public comment.

Bacon/Wiederanders to approve following bills: General Fund – \$137,234.09, Capital Fund - \$16,523.28, and Cable TV - \$5,442.38 for a grand total of \$159,199.75. Roll call: All voted aye. Carried.

Nault/Reeths to approve consent agenda:

- a. Approval of 12/20/22 regular Common Council minutes.
- b. Place the following minutes on file:
 - (1) Zoning Board of Appeals 12/13/22
 - (2) Finance/Purchasing & Building Committee 12/13/22
 - (3) Aesthetic Design & Site Plan Review Board 12/19/22
 - (4) Board of Public Works 12/20/22
- c. City Plan Commission recommendation re: Approve zoning map amendment from General Commercial (C-1) to Mixed Residential-Commercial (C-5) for parcel 281-66-13000101B located at 835 S. Duluth Ave owned by 911 Green Bay Road Partners, LLC.

Carried.

There were no mayoral appointments.

Municipal Services Superintendent Barker introduced resolution to increase tree planting deposit and marina slip fees. Williams/Gustafson to adopt resolution. Carried.

Community Development Director Olejniczak introduced rezoning ordinance. Statz/Nault to read in title only the first reading of ordinance re: rezone parcel 281-66-13000101B at 835 South Duluth Avenue from General Commercial (C-1) to Mixed Residential-Commercial (C-5). Carried.

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the purchase of two 2023 Chevy Tahoe Special Service vehicle squads from Ewald Automotive Group and approve the transfer of \$25,000 from capital budget line 10-250-000-59060 Fire Department Unit 8 replacement to 10-215-000-59036 Police Department Squad cars for the purchase and outfitting of the two vehicles.

FINANCE/PURCHASING & BUILDING COMMITTEE By: Helen Bacon, Chr.

Assistant Police Chief Brinkman introduced. Jim Olson Ford would not be submitting bids, as they still need to fill 2021 orders. Ford is no longer offering Fleet discounts/concessions and they are sold out for the 2023 model year. Two Special Service Vehicles where secured from Ewald with signed quote. Bacon/Wiederanders to approve. Carried.

RECOMMENDATION

We, the City Plan Commission, hereby recommend to amend the dimensional requirements of Section 20.27(2) of the Municipal Code (Zoning Code) relating to lot size, density, yards, and floor area for the specific zoning districts as presented.

CITY PLAN COMMISSION By: David Ward, Chr.

Olejniczak introduced. In reducing the standards, it would allow slightly greater number of units for large areas of land. If approved, a public hearing will be held at the first Common Council meeting in February. Statz/Reeths to approve. Carried.

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to approve listing the West Waterfront park area as a potential NERR headquarters site.

FINANCE/PURCHASING & BUILDING COMMITTEE By: Helen Bacon, Chr.

Mayor Ward introduced. Nault/Gustafson to approve. Council Members agree this would be a good potential NERR headquarters site. Carried.

City Administrator VanLieshout gave his report.

Mayor Ward gave his report.

Nault/Williams to adjourn. Carried. The meeting adjourned at 6:43 pm.

Respectfully submitted,

Laurie A. Spittlemeister Deputy Clerk/Treasurer

POLICE AND FIRE COMMISSION

March 16, 2022

A meeting of the Police and Fire Commission was called to order at 4:30 p.m. by Commission President Wayne Spritka in the Community Room at the Sturgeon Bay Municipal Building. **Roll Call:** Commissioner Poulton, Commissioner VanDyke, Commissioner Herdina and Commissioner Spritka were present. Also present from City Hall was Chief Henry, Chief Dietman, Assistant Chief Montevideo and Assistant Chief Brinkman.

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

- 1. Call to Order
- 2. Roll Call
- 3. Adoption of Agenda
- 4. Approval of Minutes from October 21, 2021 Meeting
- 5. Consideration of: Police & Fire Commission Rules and Regulations
- 6. Convene in Closed Session in accordance with the following exemption:

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

a. Consideration of: Interviews for part-time firefighter eligibility list

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

- 7. Reconvene in open session.
- 8. Approve an eligibility list for part-time firefighter position
- 9. Set next meeting date
- 10. Adjourn.

All ayes. Carried.

Approval of Minutes:

Moved by Commissioner VanDyke, seconded by Commissioner Herdina to approve the minutes from the October 21, 2021 meeting. All ayes. Carried.

Rules and Regulations

Changes noted as follows:

- 3.3 (j) (10) Look into whether veteran's points are provided. If not, then delete item.
- 3.4 (c) (6) Strike this item as the police department does constant recruiting.
- Article 6 & 7 compare to 14 & 15; move to green section which covers both police and fire, but keep the layoff articles separate.
- 11.3 (d) Look at the original rules and regulations; the state statute may not apply and have been added as an error.

Convene in Closed Session:

Moved by Commissioner VanDyke, seconded by Commissioner Herdina to convene in closed session. All ayes. Carried. Roll Call: Dave Poulton, Michael VanDyke, Barb Herdina and Wayne Spritka were present.

Reconvene in Open Session:

Moved by Commissioner Poulton, seconded by Commissioner VanDyke to reconvene in open session. All ayes. Carried. Roll Call: Dave Poulton, Michael VanDyke, Barb Herdina and Wayne Spritka were present.

Part-Time Firefighter Eligibility List:

Moved by Commissioner Herdina, seconded by Commissioner Poulton to place, in alphabetical order, Caleb LeBre, Steve Petry and Skyler Schopf on an eligibility list for part-time firefighter. All ayes. Carried.

<u>Adjourn:</u> Moved by Commissioner Herdina, seconded by Commissioner VanDyke to adjourn. All ayes. Carried. Time of 5:45 p.m.

Respectfully submitted,

Smuh Spude-Olson Sarah Spude-Olson

Office Manager

STURGEON BAY UTILITIES Regular Meeting November 8th, 2022

President Stewart Fett called the regular meeting of the Utilities Commission to order at 12:00 p.m. Roll call: President Stewart Fett, Dina Boettcher, Gary Nault, Steve Christoferson and Seth Wiederanders were present. Also present were General Manager Jim Stawicki, Water/Sewer Utility Manager Jeff Hoffman, and Recording Secretary Laurie Bauldry.

Fett/Christoferson to adopt the agenda (complete copy on file at the Utility office). Motion carried.

There was no public comment.

Wiederanders/Boettcher to approve the minutes of the regular Commission meeting held on October 11th, 2022. Motion carried.

The Commission proceeded to review the bills for October in the amount of \$2,139,317.75. Fett/Christoferson to approve payment of the bills. Motion carried.

The September 2022 financial statements were then presented. Christoferson/Wiederanders to accept the financials. Motion carried.

General Manager Stawicki reported on the current investments and their allocations. No formal action was taken.

Next General Manager Stawicki presented the 2023 operating and capital budgets. After a discussion, action on this item was deferred to the December meeting.

An updated minimum reserve calculation was presented by General Manager Stawicki. Action on this item was deferred to the December meeting

The operations report was presented by Water/Sewer Utility Manager Jeff Hoffman. Fett/Boettcher to accept the operations report for October. Motion carried.

Council members updated the Commission on City-related activities and developments.

The next item of business was the General Manager's report:

- a) Adjustments
- b) Focus on Energy report

There was no closed session discussion.

Nault/Wiederanders to adjourn. Motion carried. The meeting adjourned at 1:10 p.m.

Approved for publication:	
Stewart Fett President	James Stawicki General Manager
Date:	Date:
Gary Nault Secretary	

COMMUNITY PROTECTION & SERVICES COMMITTEE December 7, 2022

A meeting of the Community Protection & Services Committee was called to order at 4:30pm 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 were Chief Henry, Chief Dietman, Assistant Chief Montevideo and City Administrator VanLieshout.

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

- 1. Roll Call
- 2. Adoption of Agenda
- 3. Approval of Minutes from November 2, 2022
- 4. Public Comment of Agenda Items
- 5. Consideration of: Agreement between Sturgeon Bay Fire Department and T&T Salvage for Vessel Response Plans
- 6. Consideration of: Agreement between Sturgeon Bay Fire Department and T&T Salvage for the Storage of Equipment and Materials
- 7. Consideration of: Outdoor Heaters
- 8. Adjourn

All Ayes. Carried.

Approval of Meeting Minutes

Moved by Ald. Reeths, seconded by Ald. Wiederanders to approve the November 2, 2022 minutes. All Ayes. Carried.

Public Comment

None

Vessel Response Plans

Chief Dietman gave background on the Consent Agreement that was included in the agenda packet. Essentially, T&T Salvage would list the Sturgeon Bay Fire Department as a subcontractor to help when there is an issue with any marine vessels. The salvage company will make the notification requesting incident contact until a representative from the company can respond on scene. This agreement would allow for reimbursement to SBFD if they are requested to respond.

T&T Salvage is a worldwide company. Chief Dietman has talked to other agencies who are contracted, and strongly recommend working with them. T&T Salvage will also assist with training.

There is no fee charged. If requested to respond, the Fire Department would receive full reimbursement from the initial call time. Rates charged would be consistent with the City of Sturgeon Bay published rates at that time.

Moved by Ald. Wiederanders, seconded by Ald. Reeths to approve the Consent Agreement with T&T Salvage and the Sturgeon Bay Fire Department. All ayes. Carried.

Storage of Equipment and Materials

Chief Dietman reported that Attorney Kalney is currently working on completing this agreement with T&T Salvage. In essence, a heat specified storage location is needed to store a fire pump and A/B foam trailer that would be used as needed by T&T Salvage. The Fire Department would not be responsible for maintaining or testing of the materials; but would need to know how to use the equipment and be responsible for it at an incident if needed.

The Committee will bring this item back in January when an agreement is complete.

Outdoor Heaters

There was discussion on whether the City should create an ordinance banning the use of an outdoor wood-fired furnace, or model the County's ordinance for residents who would like to place one on their property.

Resons to prohibit the use of outdoor heaters include:

- Production of smoke; can be a nuisance to neighboring residences.
- Chimneys need to be above the tree line; may look awkward.
- They cannot be set within 100 ft. from a property line; majority of residences do not have lots large enough.

Ald, Williams stated this may be a case in creating an ordinance and getting ahead of the issue, even though there is no issue at this time. City Administrator VanLieshout will address this with Attorney Kalney and get an ordinance underway.

Moved by Ald. Reeths, seconded by Ald. Wiederanders to instruct Attorney Kalney to establish an ordinance prohibiting the use of outdoor wood-fired furnaces in the City of Sturgeon Bay and send it onto Council. All ayes. Carried.

Moved by Ald. Reeths, seconded by Ald. Wiederanders to adjourn the meeting of the Community Protection & Services Committee. All ayes. Carried. The meeting was adjourned at 5:06pm.

Respectfully submitted, SMM Spude - RAM Sarah Spude-Olson

Police Department Office Manager

STURGEON BAY UTILITIES Regular Meeting December 13th, 2022

President Stewart Fett called the regular meeting of the Utilities Commission to order at 12:00 p.m. Roll call: President Stewart Fett, Mayor David Ward, Dina Boettcher, Gary Nault, Dan Williams, Steve Christoferson and Seth Wiederanders were present. Also present were General Manager Jim Stawicki, Electric Manager Jason Bieri, Water/Sewer Utility Manager Jeff Hoffman, and Recording Secretary Christine Coulthurst.

Ward/Williams to adopt the agenda (complete copy on file at the Utility office). Motion carried.

There was no public comment.

Nault/Wiederanders to approve the minutes of the regular Commission meeting held on November 8th, 2022 Motion carried.

The Commission proceeded to review the bills for November in the amount of \$2,414,832.61. Fett/Boettcher to approve payment of the bills. Motion carried.

The October 2022 financial statements were then presented. Ward/Williams to accept the financials. Motion carried.

General Manager Stawicki reported on the current investments and their allocations. No formal action was taken.

Next General Manager Stawicki presented the 2023 operating and capital budgets. After discussion, Ward/Christoferson to approve the 2023 budget. Motion carried.

An updated minimum reserve calculation was presented by General Manager Stawicki. Williams/Boettcher to accept the new reserve calculation. Motion carried

General Manager Stawicki presented for ratification the inter-governmental lease with Door County for a bio-solids storage facility. After discussion, Wiederanders/Nault approved the action. Motion carried.

Water/Sewer Utility Manager Jeff Hoffman then presented for consideration a request for water and sewer main extensions on North 14th Avenue to support development. Ward/Nault approved consideration. Motion carried.

The operations report was presented by Water/Sewer Utility Manager Jeff Hoffman. Fett/Williams to accept the operations report for November. Motion carried.

Council members updated the Commission on City-related activities and developments.

The next item of business was the General Manager's report:

- a) Adjustments
- b) Focus on Energy report

Fett/Nault to convene to closed session in accordance with the following exemption:

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

Discussion of 2023 compensation.

Upon roll call, all voted aye. Motion carried. The meeting convened in closed session at 12:55 p.m.

Approved for publication:

STURGEON BAY UTILITIES CLOSED SESSION December 13th, 2022

President Fett called the closed meeting to order at 12:55 p.m. with himself, Mayor David Ward, Commissioners Dan Williams, Steve Christoferson, Dina Boettcher, Gary Nault, and Seth Wiederanders. Also present was General Manager James Stawicki.

Discussion regarding 2023 wages and benefits was held.

General Manager Stawicki left the closed meeting at 1:05.

Ward/Williams to adjourn. Motion carried. The closed session adjourned at 1:43 p.m.

	Secretary
Approved for publication:	
Stewart Fett President	James Stawicki General Manager
Date:	Date:



CITY OF STURGEON BAY LOCAL ARTS BOARD MEETING

Wednesday, December 14th, 2022, 9:00 A.M. Council Chambers, City Hall, 421 Michigan Street

A meeting of the Local Arts Board was called to order at 09:02AM., by Chairperson/Alder Helen Bacon in Council Chambers, City Hall, 421 Michigan Street.

Roll Call [1]: Members present were Alder Helen Bacon, Claire Morkin, Stephanie Trenchard and melaniejane. Member Margaret Lockwood was excused. City Administrative Assistant Suzanne Miller was also in attendance.

Adoption of the Agenda [2]: Moved by Trenchard and seconded by Morkin to adopt the following agenda.

- 1. Roll Call.
- 2. Adoption of the agenda.
- 3. Review of Minutes from November 9, 2022
- 4. Public comment on agenda items.
- 5. Chair's report.
- 6. Consideration of accepting Nathan Hatch's Horizon for Sculpture Loan Program in 2023.
- 7. Discussion of donation of sturgeon sculptures from Destination Sturgeon Bay.
- 8. Adjourn.

All in favor. Carried.

Review of Minutes from November 9, 2022 [3]: No corrections or changes were requested.

Public comment on agenda items [4]: No public comments.

Chair's report [5]: Chair Bacon spoke on the following items:

- a. Brief reminder to members about discussing items listed on the agenda and staying on topic. Also, a reminder that the meetings are audio-recorded.
- b. Update that Finance & Building Committee was in favor of Shirley Young's project proposed for the downtown corner of Jefferson St. and Third Avenue that will house MUSE (music school) on the main level and will include a performance space, catering kitchen, bar, and patio. The second level will contain studio apartments.
- c. Announcement that Jennifer Smith left the Wisconsin Sea Grant organization and the Board will have a new contact with that group.

Consideration of accepting Nathan Hatch's *Horizon* for Sculpture Loan Program in 2023 [6]: Motion by melaniejane for the City to accept Nathan Hatch's *Horizon* for Sculpture Loan Program in 2023. Second by Morkin. All ayes. Motion carried. A recommendation will be presented to the Joint Parks & Recreation Board and Committee and installation site approval will be made by that Board/Committee. There was no further discussion.

Discussion of donation of sturgeon sculptures from Destination Sturgeon Bay [7]: melaniejane explained two sturgeons donated to Destination Sturgeon Bay were available to the Local Arts Board as a donation from Destination Sturgeon Bay. Bacon stated she had discussed the proposed donation with Municipal Services Director Mike Barker. They believed the installation would be relatively easy and the sturgeons could become part of the sculpture walk the Board is developing. The group discussed placing the pieces along the West Waterfront promenade on or near the grassy berms along Juniper St., which would give the installation a background/view of the water. Suggestions for installation included careful placement/arrangement of the two pieces and placing the two pieces so they flow together. Trenchard recommended the Board be careful in their acceptance and selection of sturgeons for display in the City as

there may be a lot of them available. Consideration of accepting the sturgeons as donated art pieces from DSB will be on the next agenda. A contract with DSB to accept the donation will be required.

Items for the January agenda: 1. Consideration of accepting donation of sturgeon sculptures from Destination Sturgeon Bay. 2. Discussion of coordination/design of sculpture walk and possibility of inviting representatives from other downtown organizations (DSB, Third Avenue Playworks, DC Historical Museum, etc.) to participate in discussion at a later meeting. 3. Discussion of Local Arts Board page on City's website.

Motion to adjourn [8]: by Trenchard with second by melaniejane. All in favor. Motion carried. Meeting adjourned at 9:43 A.M.

Next Meeting Date: Wednesday, January 11th @ 09:00 A.M. - Council Chambers, City Hall.

Respectfully submitted,

Suzanne Miller

CITY PLAN COMMISSION MINUTES December 21, 2022

A meeting of the City Plan Commission was called to order at 6:01 p.m. on Wednesday, December 21, 2022, by Chairperson David J. Ward in Council Chambers, City Hall, 421 Michigan Street, Sturgeon Bay.

Roll Call (#1): Members David Ward, Helen Bacon, Kirsten Reeths, Mark Holey and Debbie Kiedrowski were present. Member Jeff Norland was excused. Member Dennis Statz arrived at 6:02 p.m. Staff present were City Administrator Josh Van Lieshout, Community Development Director Marty Olejniczak and Community Development Administrative Assistant Cindy Sommer.

Agenda (#2): Motion by Reeths and seconded by Ms. Keidrowski to accept the following agenda:

- 1. Roll call.
- 2. Adoption of agenda.
- 3. Approval of minutes from November 30, 2022.
- 4. Public comment on non-agenda Plan Commission related items.
- 5. Consideration of: Zoning map amendment from General Commercial (C-1) to Mixed Residential-Commercial (C-5) for property located at 835 S. Duluth Avenue.
 - a. Presentation
 - b. Public Hearing
 - c. Consideration/Recommendation (Note: The Plan Commission will not make a recommendation at this meeting, unless a motion is made and passed by ¾ of the members present to act on the request at this meeting.)
- 6. Consideration of: Initial presentation of official zoning designation of General Commercial (C-1) for annexed property owned by Mark and Cindy Kerscher, parcels 020-01-13272522A-C.
- 7. Consideration of: Conceptual Planned Unit Development application from Jurgita and David Kana for property located at 114 N. 7th Avenue.
- 8. Consideration of: Zoning Code amendments pertaining to dimensional and residential density requirements.
- 9. Adjourn.

All ayes, motion carried.

Approval of minutes from November 30, 2022 (#3): Motion by Mr. Holey and seconded by Ms. Bacon to approve the minutes from November 30, 2022. All ayes. Motion carried.

Public Comment on non-agenda Plan Commission related items (#4): No members of the public presented for comment.

Consideration of: Zoning map amendment from General Commercial (C-1) to Mixed Residential-Commercial (C-5) for property located at 835 S. Duluth Avenue (#5):

Presentation (a): Mr. Olejniczak explained that this parcel was recently split from the former Woldt's Corners property, the larger portion of which was redeveloped into a 3-tenant commercial building with Starbucks as the anchor tenant. This portion of the parcel contains a single-family residence which is currently for sale. The owner is requesting a zoning map amendment to change this parcel from General Commercial (C-1) to Mixed-Residential Commercial (C-5) in order to conform to the municipal code.

Public Hearing (b): The mayor opened the hearing at 6:04 p.m. No one presented for the public hearing and it was closed at 6:05 p.m.

Consideration (c): Mr. Statz motioned to act on this matter at this time. Motion seconded by Ms. Kiedrowski. All ayes, motion carried. Mr. Holey moved to approve the zoning map amendment as presented. Motion seconded by Ms. Kiedrowski. All ayes, motion carried.

Consideration of: Initial presentation of official zoning designation of General Commercial (C-1) for annexed property owned by Mark and Cindy Kerscher, parcels 020-01-13272522A-C (#6):

Mr. Olejniczak explained that these parcels were annexed by the city, at which time a temporary zoning classification of General Commercial (C-1) was assigned. In order to assign an official zoning classification, this must go to a public hearing and staff is seeking guidance for a zoning recommendation in order to prepare for the public hearing.

Ms. Reeths moved to have General Commercial (C-1) zoning applied for purposes of the public hearing. Ms. Kiedrowski seconded motion, all ayes, motion carried.

Consideration of: Conceptual Planned Unit Development application from Jurgita and David Kana for property located at 114 N. 7th Avenue (#7):

Mr. Olejniczak explained that the applicants are out of the country and unable to attend tonight. They purchased the property at 114 N. 7th Avenue about two years ago. It was formerly a bed and breakfast and the applicants would like to convert it into a 4-unit multiple-family dwelling where they would live in one unit and rent out the other three units, preferable to J-1 workers. Owners were previous J-1 workers and are very aware of the shortage of housing for J-1 workers.

The Planned Unit Development is a special district designed for projects that don't fit into the normal zoning criteria. This is a conceptual plan at this point however the applicants are hoping to move forward so that two of the rental units would be ready by summer of 2023.

Paul LeClair of 4769 Dunn Road, Sturgeon Bay, is working with the applicants to redesign the property and comply with the commercial building code. He explained that there will be ample parking after a tree is removed from the driveway. Each unit will be self-contained with a full kitchen, washer/dryer, bedroom, bathroom and private entrance. They are planning to have one year lease terms on the rental units. Most of the work will be done to the interior of the structure with only minor changes to the exterior, including an addition of one additional entrance on the upper floor. They would like to move the project along and do the preliminary and final approval process in the same step.

The members discussed the need for affordable housing and commended the applicants on the work they've already done to clean up the property. The members also discussed the options of restricting short-term rentals and limits on the number of individuals in each unit, which is already dictated by the municipal code.

Mr. Statz moved to approve the use of the combined preliminary and final PUD review process. Motion seconded by Mr. Holey. All ayes, motion carried.

Consideration of: Zoning Code amendments pertaining to dimensional and residential density requirements (#8): This issue was brought before the Commission at previous meetings and staff was directed to make changes. Mr. Olejniczak provided a chart in the agenda packet showing the requested changes. The single family dwelling unit floor area in the R-1 district has been reduced from 1400 square feet to 1200 square feet, the minimum required lot size in the R-2 and R-3 districts has been reduced from 7500 to 6000 to allow for smaller lot sizes, with the minimum width changing to 50 feet. The minimum side yards in the R-2 and R-3 districts have been reduced from 10 feet to 8 feet.

Mr. Statz motioned to approve the changes as presented in the packet. Motion seconded by Ms. Kiedrowski.

The members discussed reducing the street yard setbacks in the R-2, R-3 and R-4 districts from 25 feet to 20 feet to allow for more buildable space.

Mr. Statz amended his motion to add reducing the street yard setbacks in the R-2, R-3 and R-4 districts from 25 feet to 20 feet. Ms. Kiedrowski seconded motion. All ayes, motion carried. This matter will move

on to public hearing at a future council meeting. Mayor Ward commented that he's heard positive feedback about the proposed changes from local real estate professionals.

Adjourn (#9): Prior to adjournment, the members gave a heartfelt thank you to Ms. Kiedrowski for her service on the Plan Commission. This is her last meeting but she will be serving on other boards in the future. Mr. Statz motioned to adjourn, seconded by Ms. Reeths. All ayes, motion carried. The meeting adjourned at 6:35 p.m.

Cindy Sommer

Community Development Administrative Assistant

Respectfully submitted,

FINANCE/PURCHASING & BUILDING COMMITTEE December 27, 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 and Williams were present. Also present: Mayor Ward, Alderperson Nault, City Administrator VanLieshout, City Treasurer/Finance Director Clarizio, Assistant Police Chief Brinkman, Community Development Director Olejniczak, and Office Accounting Assistant II Metzer.

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

- 1. Roll call.
- 2. Adoption of agenda.
- 3. Public comment on agenda items and other issues related to finance & purchasing.
- 4. Consideration of: Declare a 2009 Kawasaki Mule Utility Vehicle Surplus.
- 5. Consideration of: National Estuarine research Reserve Potential Headquarters Site-West Waterfront Property.
- 6. Convene in closed session in accordance with the following exemptions:

 Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Wis. Stats. 19.85(1)(e)
 - a. Consideration of: Development Agreement with Fleet Farm for development project on recently annexed property along south side of Highway 42/57 across from Grant Avenue.

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.

- 7. Review bills.
- 8. Adjourn.

Carried.

The following spoke during public comment on agenda items and other issues related to finance & purchasing: Beth Renstrom, 34 Bluebird Drive; Chris Kellems, 120 Alabama Street.

Consideration of: Declare a 2009 Kawasaki Mule Utility Vehicle Surplus.

Assistant Police Chief Brinkman stated this utility vehicle was originally acquired for the Fire Department but they had no use for it and turned it back over to the Police Department. The vehicle has not been in use for several years. He stated the department is proposing to declare the vehicle as surplus and seek competitive sealed bids starting a \$500.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to declare the 2009 Kawasaki Mule utility vehicle as surplus and seek bids with a minimum bid of \$500. Carried.

Consideration of: National Estuarine research Reserve Potential Headquarters Site-West Waterfront Property.

City Administrator Van Lieshout explained that the City is looking to add another site to the current list of potential NERR sites. Mayor Ward commented that for the past 3 years the City has been

working to bring the NERR to the City. The NERR Ad Hoc was already settled on 5 possible sites, 2 private and 3 of which are public properties that the Council has approved. An area on the West Waterfront was suggested for consideration. Discussions were held that included James Dallman, architect for the granary project. The West Waterfront location is an ideal site in terms of visibility as one of the main entrances into the city. He continued, stating that the City is acting as an agent making an offer to the University with potential locations, the request is for the Committee to recommend including the area on the West Waterfront to the list of sites for NERR consideration.

Moved by Alderperson Bacon, seconded by Alderperson Williams to recommend to Common Council to approve listing the West Waterfront park area as a potential NERR headquarters site. Carried.

City Administrator Van Lieshout provided a brief update regarding the status of Fleet Farm's request for financial assistance for their proposed development on the highway. They are asking for assistance with roadway construction and a signal light. The Council countered their offer, declining the signal light but give that the City's official map shows a public street on the subject parcel, the City responded with the offer to acquire the right -of -way for the road. Fleet Farm has not yet responded to the offer.

The Committee did not go into closed session.

Review bills

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

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to adjourn. Carried. The meeting 4:20pm.

Respectfully submitted,

Tricia Metzer

Bicycle and Pedestrian Advisory Board Meeting Minutes Monday, January 9, 2023

The Bicycle and Pedestrian Advisory Board meeting was called to order at 4:00 p.m. by Chairperson Kirsten Reeths in 2nd Floor Council Chambers, City Hall, 421 Michigan Street.

Roll Call: Members Chairperson Kirsten Reeths, Vice-Chairperson Brian Weiss, Mark Smullen and Cameryn Ehlers-Kwaterski were present. Also present were Police Assistant Candy Jeanquart, Community Development Director Marty Olejniczak, Municipal Service Director Mike Barker, and City Administrator Josh VanLieshout.

Adoption of agenda: Moved by Ms. Reeths, Seconded by Mr. Sullivan-Robinson to adopt the following agenda:

- 1. Roll call.
- 2. Approval of agenda.
- 3. Approval of minutes from April 4, 2022 and August 8, 2022.
- 4. Public comment
- 5. Discussion of: Bike path extension concepts
- 6. Discussion of: Dates for Bike Rodeo 2023
- 7. Discussion of: Combining Bicycle and Pedestrian Advisory Board with Parking and Traffic
- 8. Future agenda items
- 9. Adjourn

All in favor. Carried.

Approval of minutes from April 4, 2022 and August 8, 2022: Moved by Ms. Reeths, Seconded by Mr. Weiss to approve the minutes from April 4, 2022 and August 8, 2022. All in favor. Carried.

Public comment on non-agenda items: None.

Discussion of: Bike path extension concept: Ms. Reeths asked Mr. Weiss to present the information due to missing information the last meeting by phone with poor connection. Ms. Weiss suggested expanding the existing sidewalk on both sides of the street down North Duluth from the Ice Age Trail, ends at West Elm. Would like to see additional sidewalk, path, or extra space on one side of West Elm to Hudson for pedestrians to be safe. The other area is North Duluth Place that goes down the shoreline then dead ends, suggesting a path to get back safely to North Hudson. Ms. Reeths suggested talking with the City Engineer to see if the path is feasible and only on the City of Sturgeon side. Mr. Barker indicated the area is a narrow street with limited changes, also would be costly to update for being a low traffic area with assessed property owners. Mr. Smullen stated there is no space for an additional path due to existing trees, homes, parking, and utility poles. Mr. Smullen questioned if homeowners would pay for the sidewalk, Mr. VanLieshout stated 100% of the concrete.

Ms. Reeth suggested having the City Engineer review the request, Mr. Weiss will contact him.

Discussion of: Dates for Bike Rodeo 2023: Ms. Reeths stated the initial date set for 2023 Rodeo is May 6th with a backup date of May 13th. It will be held at Market Square and will be open to youths in kindergarten to 5th grade from 10:00 am to noon with two groups. The event will not be a Community Day, strictly the rodeo. Ms. Reeths will talk with the police department regarding parking lot clearance for the event. The previous flyer with changes will be provided to Mr. Smullen to disperse at the school. Mr. Barker questioned what the requirements are to be an instructor, Ms. Reeths stated a state certified instructor is required in which Mr. Gustafson is certified and is assisting that day.

Consideration of: Combining Bicycle and Pedestrian Advisory Board with Parking and Traffic: Ms. Reeths explained in 2022 only 5 meetings were held due to being short committee members. The board should be a seven-person committee and it is now operating with four members, leaving it difficult to have a quorum. Ms. Reeths suggested combining with Parking and Traffic, making Parking and Traffic

a larger committee with those wanting to still continue to serve. In order for the change, Parking and Traffic would make a resolution forwarded to Common Council for approval. Mr. Smullen stated two years ago this was suggested and he agreed at that time. Ms. Ehlers-Kwaterski stated if not meeting regularly seems like the change would be a better fit. Mr. Weiss stated he knows someone interested in becoming a member and questioned if they could join after the committee's merge. Ms. Reeths stated anyone interested in becoming a member would submit their bio. Mr. VanLieshout stated the first step would be to get the duties assigned to Bicycle and Pedestrian Advisory Board reassigned to Parking and Traffic Committee. Mr. VanLieshout stated the next step would have Common Council review the makeup of Parking and Traffic Committee and renaming it. They need to change the aspect of Parking and Traffic regarding who can serve on the committee and would want to have an odd number for a quorum. VanLieshout Recommends 5 members.

Mr. Olejniczak stated the Bicycle and Pedestrian board was started roughly 12 years ago. There is No statutory requirement to have the committee, strictly advisory. Mr. Olejniczak stated options are to get more people involved in the committee and continue as is, abolish Bicycle and Pedestrian Advisory Board leaving their tasks to Parking and Traffic Committee, or making Parking and Traffic a larger group dealing with not only parking and traffic issues but also bicycle and pedestrian issues. Mr. Smullen asked Mr. Olejniczak his history with the committee what his thoughts are. Mr. Olejniczak briefly reviewed the history of board. He also stated it is an advisory board and required to make recommendations to Parking and Traffic, then to Common Council. It may save a step and streamline government by combining. Ms. Reeths verified Parking and Traffic is the correct committee to combine with, Mr. Olejniczak agreed stating that committee is not as overwhelmed as other committees. Mr. VanLieshout agreed Parking and Traffic is the appropriate committee to combine with.

Ms. Reeths will present the duties of Bicycle and Pedestrian to Parking and Traffic in regards to combining at the next meeting. Mr. Olejniczak suggested having the Bicycle and Pedestrian duties and information on paper for a visual for everyone. At the next Bicycle and Pedestrian meeting, schedule for February 6th, Ms. Reeths will give an update. Mr. Olejniczak will talk to the Mayor about getting a quorum and having a city staff replacement on Bicycle and Pedestrian for making a motion at the next meeting.

Future agenda items:

- Discussion of: Signage/Kiosk by Ahnapee State Trail County Park at 1820 S Neenah Ave
- Discussion of: Combining Bicycle and Pedestrian Advisory Board with Parking and Traffic

Move to adjourn. All in favor. Carried. Meeting adjourned at 4:28 p.m.

Respectfully submitted,

andy Oleanquart

Candy Jeanquart Police Assistant



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 December, 2022

Date:

January 10, 2023

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

Crimes Investigated

The Department, during the month, investigated a total of 36 crimes.

These crimes can be broken down and classified as follows.

Bail Jumping	02
Theft	03
Fraud / Forgery	08
Domestic Abuse	. 02
Disorderly Conduct	07
Possess Controlled Substance	04
Criminal Damage to Property	. 03
Threats to Injure	02
Violate Custody Order	.01
Death Investigation	. 01
Adult / Elder Abuse	01
Weapon Offense	01
Vehicle Theft	

TOTAL 36

Arrests

The Department completed a total of 70 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	01 01 01
В.	Misdemeanor Crime Arrests Disorderly Conduct. Bail Jump. Possess Controlled Substance. Possess Drug Paraphernalia. Criminal Damage to Property. Battery. Weapon Offense. Resist / Obstruct Officers. Trespass to Dwelling. Theft.	01 01 01 01 01 .01 .02
Wis	sconsin Probation & Parole Arrests / Warrant Arrests	. 05 TOTAL 05
C.	Ordinance Violation Arrests Trespass to Land	
D.	Traffic Crime Arrests Operate while Intoxicated	.01
E.		

In addition to the preceding arrests, the Department conducted a total of 165 traffic stops during the month and logged 67 violations for various motor vehicle defects and local ordinances and issued 55 written warnings for those violations. A total of 37 parking tickets were issued for violations throughout the city.

Traffic Accidents

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

Motor Vehicle Accidents Involving Fatalities00 A. Motor Vehicle Accidents Involving Injuries......01 В. Motor Vehicle Accidents Involving Property Damage15 C. (greater than \$1,000.00) Motor Vehicle Accidents Involving Property Damage01 D. (less than \$1,000.00) TOTAL 17

Police Service Calls

Department members handled 468 service calls during the month. These calls consist of both citizen requests for police service as described below (410), crimes investigated (36), traffic accidents investigated (17), and Wisconsin Probation and Parole Assists (05).

- A. Traffic and Road Incidents......46 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. These complaints involve private parties, licensed liquor establishments, and parties in public places. C. Sick and Injured Persons......07 Assistance rendered to the Ambulance Service and sick or injured persons. Officers responded to activated burglar and hold-up alarms at area banks and other business establishments and residences as well as fire alarms. Investigations by officers of noisy animals, loose animals, animal bites, wild animals and sick, injured or dead animal complaints. F. Civil Disputes......01 Arguments between neighbors, landlords and tenants, and family members where no crimes have been committed.
- G. Escorts.......06 Transporting citizens, money escorts for area financial institutions, funerals, and for area industry and farming.

Н.	Citizen Assist38
	This category is broad and involves such services as assistance in gas drive-off, emergency notifications attempts to locate people, retrieval of personal property, and vehicle registration assistance.
I.	Assistance Rendered to Other Agencies04
	Includes assistance to other law enforcement and government agencies.
J.	Suspicious Person / Vehicle / Circumstance
	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
	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 Problems02
	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 Incidents241
	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 Checks11
	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 410

Department Training

The Joint SWAT Team and Dive Team completed their monthly training. Sgt. Investigator Luke Deibele graduated from Leadership in Police Organizations. He is the sixth current department member to have graduated. All department members attended annual Legal Update provided by District Attorney Colleen Nordin where new case law was discussed and best practice tactics were reviewed.

Department Education

Assistant Chief Brinkman presented Civilian Response to Active Threats to the Sturgeon Bay office of Probation and Parole.

Respectfully submitted,

Assistant Chief Daniel J. Brinkman

BEVERAGE OPERATOR LICENSES

1. Savage, Julie Ann

SIDEWALK CAFÉ PERMIT APPLICATION

Application for sidewalk café permit must include:

1. Written request.

served.

- 2. Scaled diagram (scale 1":1") detailing the frontage of the applicants café or restaurant facing the sidewalk area requested for use as a sidewalk café. The plan shall indicate the location of doorways, width of sidewalk (distance from curb to building face), location of trees, tree wells, sidewalk benches, trash receptacles, utilities (including fire hydrants, light fixtures, etc.) newspaper racks, mailboxes, and any other semi-permanent sidewalk obstruction which may affect or be affected by the proposal. The drawing shall delineate the area requested for use as a sidewalk café, and indicate the total square footage of the affected road right of way and exact dimensions of the proposed outdoor area.
- 3. Copy of current Certificate of Insurance with City named as additional insured.
- 4. Completed Hold Harmless Certificate.
- Non-refundable application fee in the amount of \$55.00 per location if alcohol is not served.
 Non-refundable application fee in the amount of \$220.00 per location if alcohol is

Copy of Sidewalk Café Policy/Procedures provided to applicant.

Copy of Sidewalk Café Ordinance provided to applicant.

^{*}See back for "Alcohol Being Served Application Submission Information."

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

, The undersigned certifies that he or she is a duly authorized agent of
Lensus Band #174, and is duly empowered and authorized to execute this
Leny 5 Band #174, 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
The undersigned in consideration of being allowed to use City property to
All have as PU do Meanwhall < , which shall encroach in the public right-of-
way adjacent to property located at 31 5 3rd leve; 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 sald
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 15 day of December , 2007. 2022
Datos sino
$\rho = 0$
By: Thomas S. Penney J. 5/T
Ву:



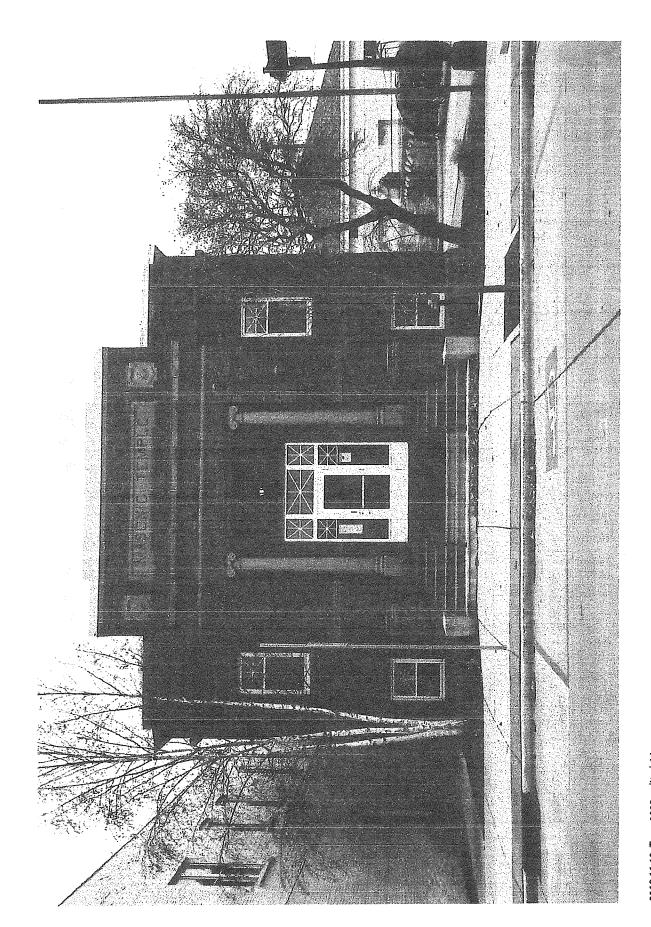
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/16/2022

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).

th	is ce	ertificate does not confer rights to	o the	certi	ficate holder in lieu of si	uch end	lorsement(s)).			
	DUCE					CONTAC NAME: PHONE	Karena Fro	om			,,
Spectrum Insurance Group - Wausau 815 S 24th Ave							, Ext); 715-679		(A/C, No):	715-848	8-9034
Wausau WI 54401							E-MAIL ADDRESS; karena.froom@spectruminsgroup.com				
							INS	URER(S) AFFOR	DING COVERAGE		NAIC#
						INSURER A: National Specialty Insurance					
INSU		–			GRANLOD-01	INSURE	кв: West Be	nd Mutual			15350
Gra	ana I	Lodge Free and Accepted s of Wisconsin				INSURE	RC:				
362	275	Sunset Dr				INSURE	RD:				
Do	usm	an WI 53118				INSURE	RE:				
						INSURE	RF:				
CO	VER				NUMBER: 425647562				REVISION NUMBER:		
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В	X	COMMERCIAL GENERAL LIABILITY	Y		1303687		5/1/2022	5/1/2023	EACH OCCURRENCE	\$ 1,000	,000
		CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,0	100
									MED EXP (Any one person)	\$ 10,00	10
									PERSONAL & ADV INJURY	\$ 1,000	,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000	,000
	Х	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ 2,000	,000
		OTHER:								\$	
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		OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident	1) \$	
	Χ	AUTOS ONLY HIRED AUTOS ONLY X AUTOS AUTOS ONLY X AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
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В		RKERS COMPENSATION EMPLOYERS' LIABILITY	1 1 1		1381205	5/1/2022	5/1/2023	X PER OTH- STATUTE ER			
	ANY	PROPRIETOR/PARTNER/EXECUTIVE ICER/MEMBER EXCLUDED?	N/A				l i		E.L. EACH ACCIDENT	\$ 100,0	
	(Mai	ndatory in NH)							E.L. DISEASE - EA EMPLOYE	E \$ 100,0	000
	DES	s, describe under CRIPTION OF OPERATIONS below	ļ						E.L. DISEASE - POLICY LIMIT		
А	Dire	ectors & Officers	-		1340386		5/1/2022	5/1/2023	Directors & Officers	2,000	J,000
Re	gard	TION OF OPERATIONS / LOCATIONS / VEHIC ing: Steamboat Dinner to be held N under the above General Liability p	/larch	10th	 D 101, Additional Remarks Sched -14th, 2023. Fundraiser fo	ule, may b	│ µe attached if mou / S. Baird Lod	 re space is requir Ige #174. Cit	 red) y of Sturgeon Bay is cov	ered as	an additional
CF	RTII	FICATE HOLDER				CAN	CELLATION		<u></u>		
		City of Sturgeon Bay				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					LED BEFORE ELIVERED IN
		421 Michigan St. Sturgeon Bay WI 54235				AUTHORIZED REPRESENTATIVE					
		Sturgeon day Wi 54235				Daml Zolin					



NICOLET NATIONAL BANK
HENRY S. BAIRD
LODGE #174 F. & A.M.
STURGEON BAY, W 54235-0088

PAY TO THE ORDER OF City Of Sturgeon Bay
Fifty-Five Only******

City Of Sturgeon Bay
421 Michigan St.
Sturgeon Bay, Wi 54235

Memo Sidewalk cafe pemit March 10, 2023 thru March 12, 21

**O 7 5 9 1 7 9 3 7 1 7 7 5 5 11 7 7 2 5 11 6 5 5 6

Henry S. Band

#174 **f** & AM

P.O. Box 86 Sturgeon Bay, WI 54235



December 15, 2022 City of Sturgeon Bay

Henry S. Baird Masonic Lodge #174 located at 31 S. Third Avenue is requesting a sidewalk Café Permit for Saturday March 11, 2023. We have requested and obtained this permit for the past 10 years.

Enclosed is:

- A completed Sidewalk Café Permit Application.
- A completed and signed Hold Harmless and Indemnification Agreement.
- A copy of a current Certificate of Insurance with the City named as an additional insured.
- Scaled diagram with details required by the application
- A check for \$55.00.

We would maintain a minimum of 6' wide access to the public sidewalk.

We would request that the tent be allowed to be set up Friday March 10, 2023, and if necessary, to remain in place until Sunday at noon March 12, 2023. The actual take outs are scheduled for Saturday March 11, 2022, from 3pm to 7pm.

We have arranged for the SBU to hook up temporary power.

If you have any questions, please contact me at 920.493.3727 or tompinney@charter.net.

Thank you for your consideration.

Sincerely,

Thomas S. Pinney, Jr.

Thomas S. Pinney, Jr. S/T Henry S. Baird #174

O	R	D	11	V.	Α	N	C	E	N	Ю	١.	

An Ordinance to Rezone Parcel #281-66-13000101B located at 835 S. Duluth Avenue.

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

SECTION 1: The following described property is hereby rezoned from General Commercial (C-1) to Mixed Residential-Commercial (C-5):

A parcel of land located in Section 13, Township 27 North, Range 25 East, City of Sturgeon Bay, Door County, Wisconsin and legally described as Lot 2 of Certified Survey Map #3575.

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

Approved:	
David Ward	********
Mayor	
Attest:	
Stephanie Reinhardt City Clerk	

RESOLUTION	#
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A RESOLUTION AUTHORIZING THE SUBMITTAL OF A VIBRANT SPACES GRANT APPLICATION FOR THE RENOVATION OF THE HISTORIC GRAIN ELEVATOR PROJECT AT THE WEST WATERFRONT

WHEREAS, the Vibrant Spaces Grant is a pilot program recently established by the Wisconsin Economic Development Corporation and is designed to assist with creating vibrant and engaging communities that make it easier to recruit and retain residents, sustain a robust labor force and enhance local quality of life; and

WHEREAS, grants in amounts from \$25,000 to \$50,000 are available through the program to help local communities develop and enhance public spaces; and

WHEREAS, the Sturgeon Bay Historical Society Foundation (SBHSF) is responsible for the renovation and reuse of the historic Teweles and Brandeis grain elevator located on the West Waterfront at 72 E. Locust Court; and

WHEREAS, the grain elevator renovation project includes the establishment of public restrooms accessible from the exterior of the building that will serve multiple users and functions of the overall West Waterfront area; and

WHEREAS, the renovation of the historic grain elevator will create a social hub for the community, serving as a three-season public gathering venue in the heart of Sturgeon Bay; and

WHEREAS, the renovation of the grain elevator in general and the establishment of public restrooms in particular will spur the transformation of the surrounding public parkland into vibrant space that can be used for festivals, markets, trailhead for the Ice Age National Scenic Trail and other recreational and social uses; and

WHEREAS, all matching funds required for the project will be the responsibility of the SBHSF; and

WHEREAS, the City of Sturgeon Bay and SBHSF have agreed to reasonably cooperate in good faith to pursue available grant funding to defray the cost of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF STURGEON BAY, WISCOSIN: That the Mayor or delegated staff is authorized to submit a Vibrant Spaces grant application to the Wisconsin Economic Development Corporation for the completion of public restroom facilities as part of the renovation of the historic grain elevator at 72 E. Locust Court project.

PASSED AND ADOPTED by the Common Council of Sturgeon Bay, Wisconsin on this 17th day of January, 2023.

David J. Ward, Mayor

ATTEST:

Stephanie Reinhardt, City Clerk

EXECUTIVE SUMMARY

Title: Resolution authorizing the submittal of Vibrant Spaces grant application for public restrooms associated with grain elevator renovation project

Background: The Wisconsin Economic Development Corporation recently announced a new pilot grant program known as the Vibrant Spaces grant. This grant program is for assisting with placemaking efforts by local communities. Basic information about the new program is attached. Grants from \$25,000 to \$50,000 are available with a dollar for dollar local match required. The application deadline is January 31, 2023. A resolution from the Council is required in order to apply.

The Sturgeon Bay Historical Society Foundation has a development agreement with the City to renovation the former Teweles & Brandeis grain elevator into a three-season gathering space with various amenities. The grain elevator is on public land leased to SBHSF. As part of the development agreement the SBHSF is required to construct public restrooms facilities that would serve the general West Waterfront area. SBHSF requests that the City apply for the Vibrant Spaces grant on behalf of the grain elevator renovation and specifically the public restroom component. SBHSF will provide the required match and will take the lead in drafting the application and compiling the required info.

The public restroom facilities appear to be a good fit for the grant program. The West Waterfront with the promenade, the granary project, and other planned improvements certainly qualifies as a vibrant public space. The development agreement includes a provision concerning cooperation with grant requests. This grant application is very similar to previous WEDC grant applications were the City is the pass-through entity with the developer handling much or all of the grant writing and providing the entirety of the matching funds (Maritime Museum expansion, Marketplace by Bliss restrooms, Third Ave Playworks renovation)

Fiscal Impact: There are no expenses other than limited staff time.

Recommendation: Adopt the resolution authorizing the submission of the Vibrant Spaces grant application on behalf of the SBHSF project.

Prepared by:

Community Development Director

Reviewed by:

Jøsh Van Lieshout

City Administrator

1/12/2023 Date

NEW PROGRAM ALERT

VIBRANT SPACES GRANT



PILOT GRANT TO ASSIST WITH PLACEMAKING EFFORTS

Creating vibrant and engaging communities helps communities recruit and retain residents, sustaining a robust labor force and enhancing the quality of life. Creating public gathering places in the heart of our communities fosters community connections and creates accessible locations for programming and amenities desired by local residents, with the additional benefit of boosting foot traffic for nearby businesses.

If your community has a vacant or underutilized space within a key commercial corridor, this grant could be your opportunity to create a community gathering space.

Competitive projects will:

- »Incorporate multiple improvements within or associated with one public space
- »Demonstrate community engagement and support via a community document/plan and/or letters of support from public, private and civic partners
- »Be ready to begin construction during 2023
- »Increase the number and types of audiences using the space
- »Create visible and lasting transformation that fosters public activity

Review criteria:

- »Creation of visible and pedestrian-oriented public space
- »Potential of the space to attract multiple user groups and activities
- »Impact of the project on the community, district and nearby businesses
- »Demonstrated community support for the project (multiple funding partners, civic organization participation)
- »Ability of the project to be started in 2023





GRANTS OF \$25,000-\$50,000

to help local communities develop and enhance public spaces

KEY PROGRAM FACTS

- » 1:1 match required
- » Application deadline: Jan. 31, 2023
- » Local government applicants only
- » One application per community
- » Competitive application cycle with up to 30 grants awarded

PROGRAM TIMELINE APPLICATION RELEASED NOV. 15 APPLICATIONS DUE JAN. 31 APPLICATIONS REVIEWED AND SCORED FEB. 1 - MARCH AWARD
ANNOUNCEMENT

NEW PROGRAM ALERT

VIBRANT SPACES GRANT



APPLICATION PROCESS

Those interested in applying for the Vibrant Spaces Grant should:

- 1) Talk to your local municipality, since they will need to serve as the lead applicant.
- 2) To access more information, FAQ page and the webinar recording, visit https://wedc.org/programs-and-resources/vibrant-spaces/
- 3) Reach out to your WEDC regional economic development director for a program application. Map and contact info: wedc.org/inside-wedc/contact-us/#regional
- 4) Collect relevant documents:
 - a. Municipal resolution to apply
 - b. Community plan, community document and/or letters of support that identify the project as a positive community investment
 - c. Completed budget and cost estimates
 - d. Photos and plans for the space (pictures of the amenities to be installed or project renderings)
- 5) Write a narrative about the space. Who uses it now? What is the vision for the space? How will the district and community benefit from the public space transformation?
- 6) Upload application to Network Wisconsin by Jan. 31, 2023.

THE FINE PRINT:

- » Eligible activities include:
 - o Public space improvements (projects activating alleys, programmable park spaces, vacant parcels and underutilized parking lots)
 - o Public space enhancements (e.g., public art, landscaping, benches, bike racks)
 - o Public signage (wayfinding, interpretive signage, kiosks associated with the space)
 - o Public infrastructure (restrooms, water features, electrical, lighting)
 - o Seasonal equipment with the intent to use annually (tables, chairs, umbrellas, heaters)
- » Ineligible activities and costs include:
 - o Building improvements, other than restrooms for public space use
 - o District- or community-wide improvement projects
 - o Events, staffing, programming, ongoing maintenance
 - o Private spaces not accessible to the public
 - o Activities eligible to be funded through other WEDC programs
 - o Ineligible for grant or match: Past costs, in-kind contributions, indirect expenses/soft costs

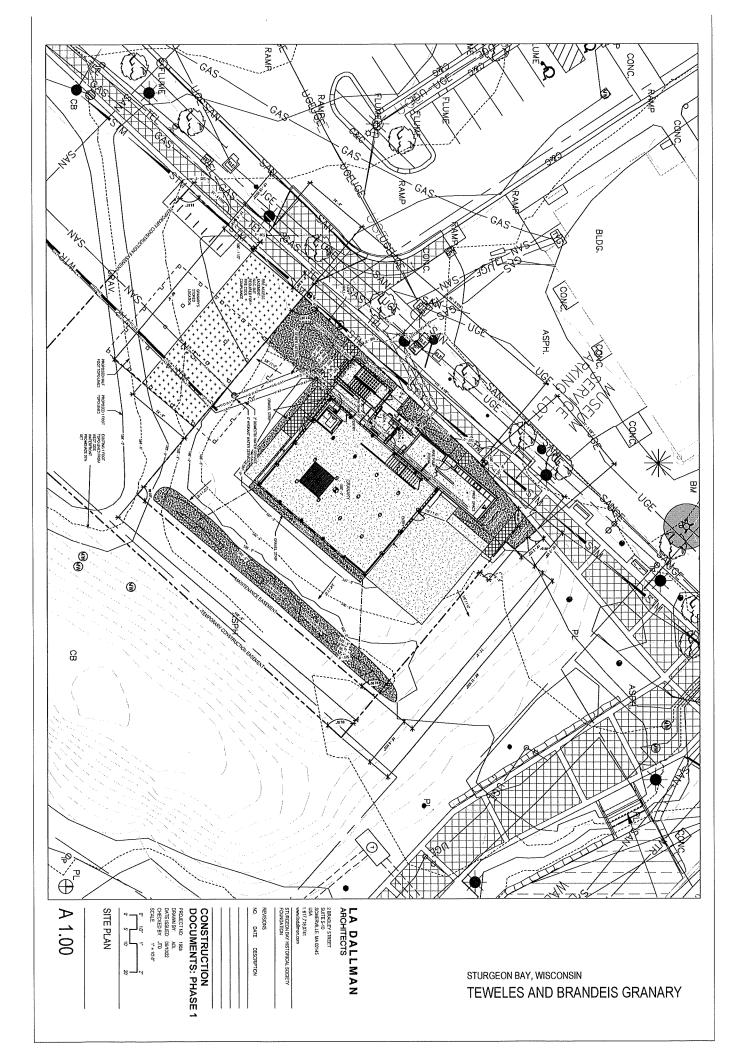
EXAMPLE PROJECTS

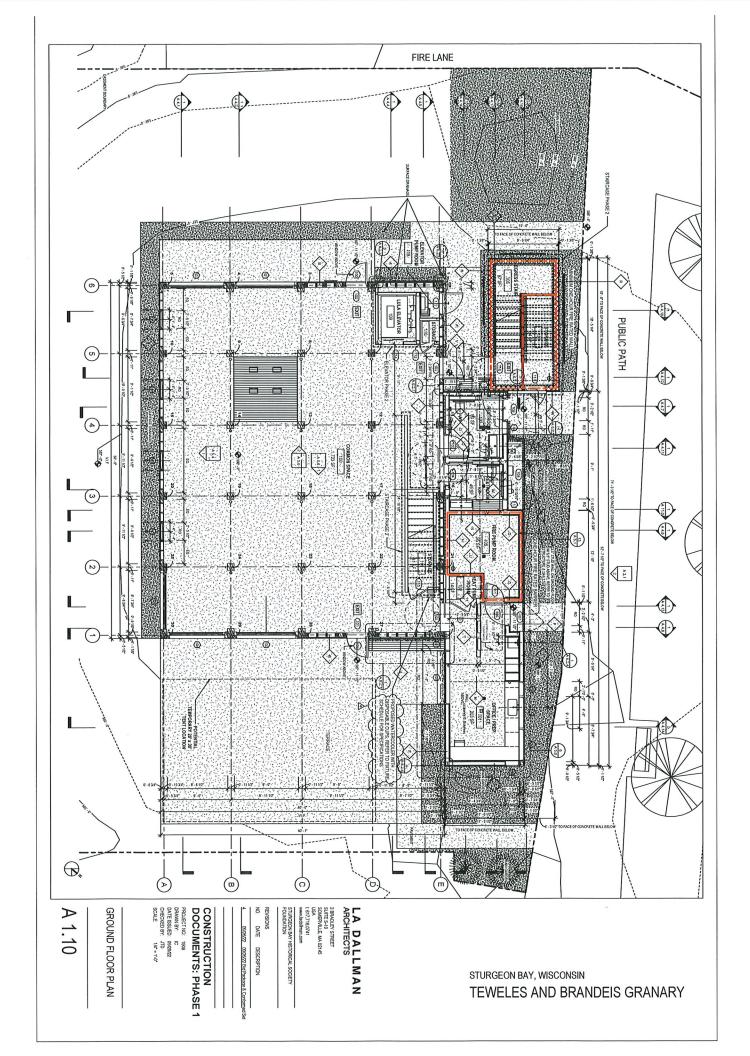


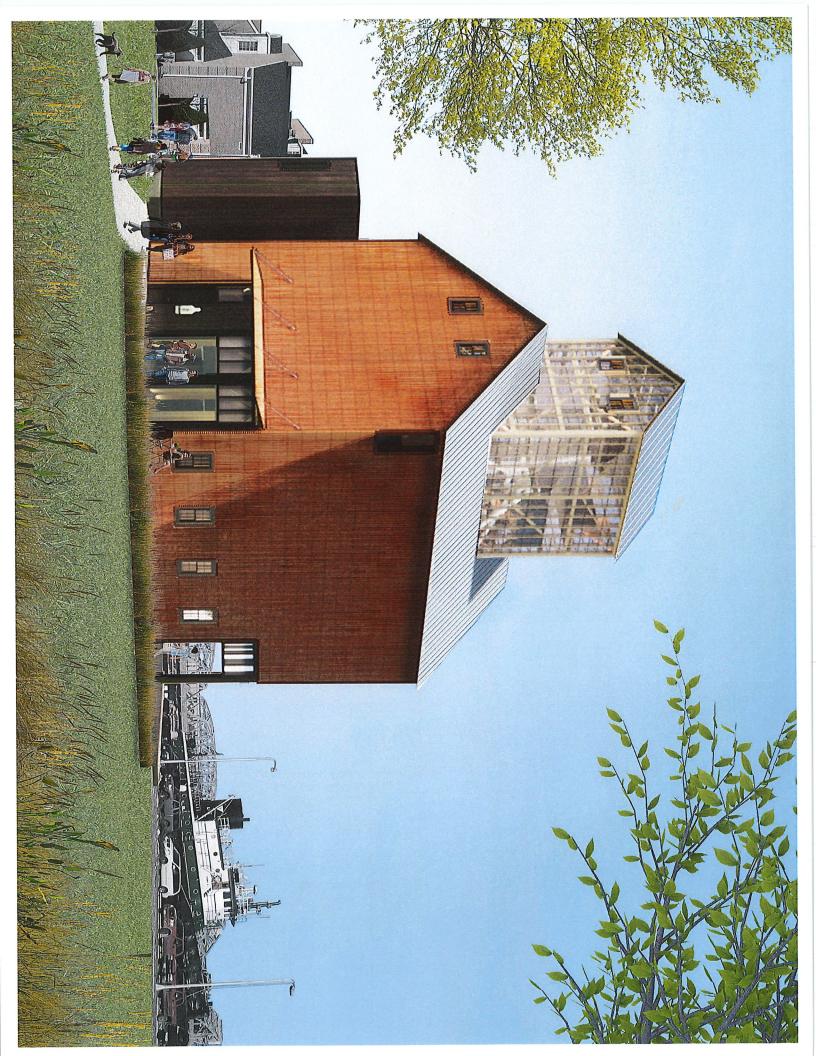


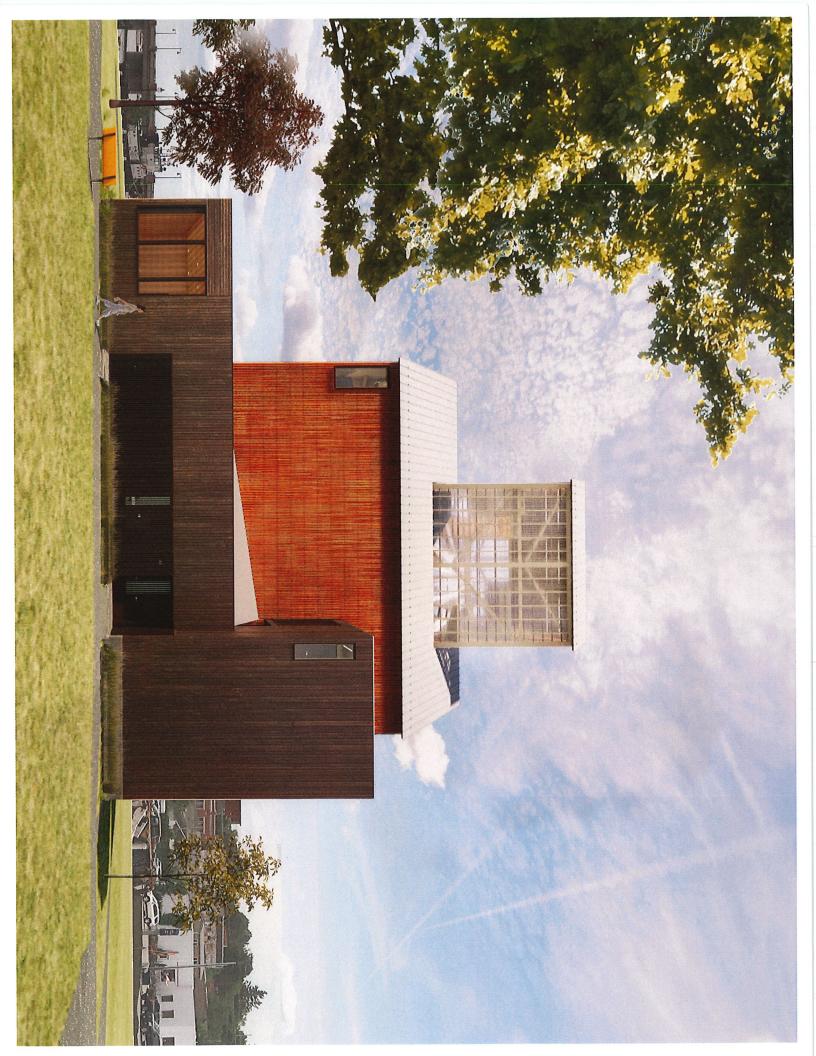












Resolution Authorizing and Approving the Settlement in Lieu of Condemnation

The Common Council of the City of Sturgeon Bay, Brown County Wisconsin hereby recites as follows:

- 1. In accordance with Wis Stat 32.05(1) on February 1, 2022 the Common Counsel of the City of Sturgeon Bay enacted a Resolution of Relocation and Order of Necessity (the Resolution) for the purpose of laying out, extending, and constructing a portion of Grant Avenue as illustrated and described as the "Description Proposed Right-of-Way in the attached Exhibit A (the Real Estate), declaring the necessity for the acquisition of the Real Estate to carry out a public project in accordance with subsection Wis Stats 32.07(2).
- 2. In strict compliance with Wis Stat 32.05 et. seg. City of Sturgeon Bay staff members filed the resolution, commissioned an appraisal and presented it to the owner of the Real State, compensated the owner for another appraisal of the property by an appraiser of his choice and upon its receipt, commenced negotiations with the Owner and his Counsel.
- 3. The result of the negotiations was the attached and incorporated Exhibit B entitled "Settlement in Lieu of Condemnation" whereby the owner has agreed to convey the Real Estate to the City of Sturgeon Bay for the consideration described therein, that the parties agree has a value of \$80,000.00 in accordance with the procedures of Wis Stat 32.05 et seg.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Sturgeon Bay, Brown County Wisconsin:

That the Settlement in Lieu of Condemnation is authorized and approved, the Common Council specifically agreeing to and acknowledging the compensation by the City for the Real Estate as provided therein.

BE IT FURTHER RESOLVED:

That all appropriate officers and agents of the City are authorized to take all actions reasonably necessary to complete the conveyance of the Real Estate and perform the consideration provided in the Settlement in Lieu of Condemnation.

Adopted and approved this	day of	, 2023, by Common Council of the City of
Sturgeon Bay.		
		David J. Ward, Mayor
ATTEST:		
Stephanie L. Reinhardt, City C	Clerk	
ayes		
nays		

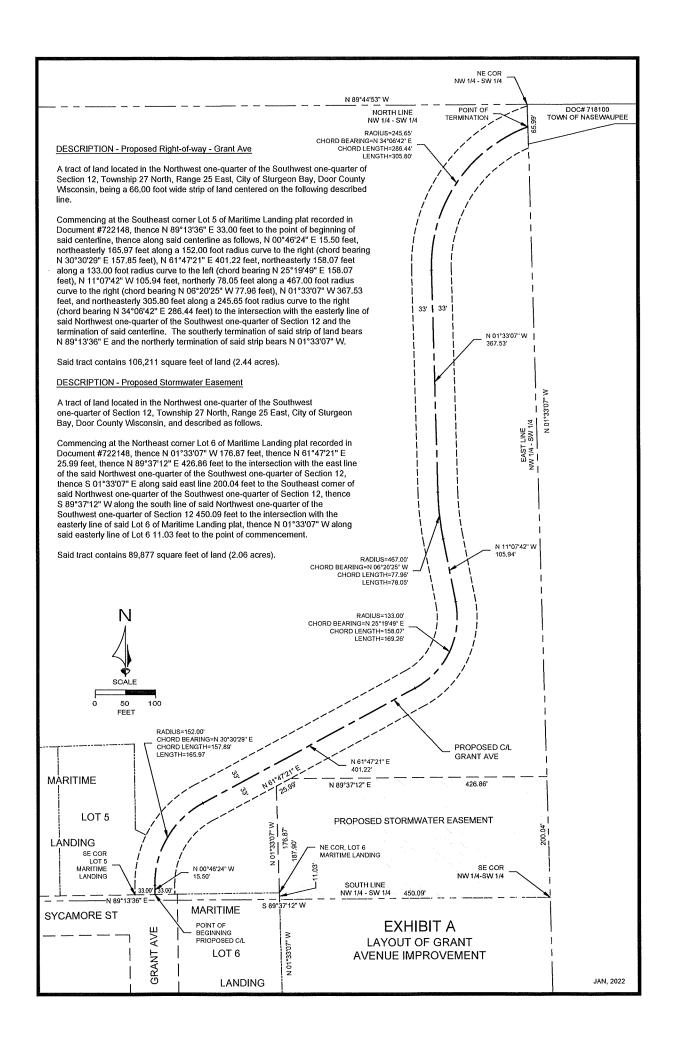


EXHIBIT B

SETTLEMENT IN LIEU OF CONDEMNATION

The City of Sturgeon Bay ("City") and Timothy Ruenger ("Ruenger") or collectively ("Parties") stipulate and agree as follows:

RECITALS

WHEREAS, the City has determined that it is necessary and in the public interest to acquire fee title to certain property owned by Ruenger for right-of-way and a permanent easement for drainage purposes proximate to that right of way. That intended right of way and easement is illustrated and described in Exhibit 1 attached and incorporated hereto, and is hereafter referred to as Property, and

WHEREAS, to obtain the property the City began condemnation proceedings under Section 32.05, Wis. Stats.; and

WHEREAS, pursuant to Section 32.05, Wis. Stats., the City passed a resolution declaring the necessity of the taking of the Property directing staff to proceed with the condemnation process; and

WHEREAS, the City provided Ruenger with an appraisal of the Property and paid for an appraisal by someone of Mr. Ruenger's choice and thereafter commenced negotiations; and

WHEREAS, during negotiations the Parties reached agreement allowing them to avoid going through the eminent domain procedure; and

WHEREAS, this document sets out the terms and conditions of that agreement.

NOW, THEREFORE, based on the foregoing recitals which are incorporated, the Parties agree as follows:

- 1. The Sale of Property. The City agrees to buy, and Ruenger agrees to sell the Property for a purchase price of \$80,000.00 to be paid in kind as an improvement of the fee portion of the Property as public road; installing necessary road base, leveling the roadway and adding one layer of asphalt surface seam, the adequacy and sufficiency of the work to be at the specifications provided in exhibit A. (the "Initial Improvement"). Ruenger shall not be assessed for the Initial Improvement or its replacement should the initial improvements be moved. Nothing in this agreement shall limit the options of future developers to move or otherwise modify the road as they deem fit, at their expense.
- 2. <u>Assessment for Initial Improvement</u>. There shall be no assessment for the Initial Improvement, however the City may, at its discretion, assess those properties owned by Ruenger that are adjacent to the Property ("Adjacent Property") for other Improvements such as water or sewer mains, storm sewer improvements and any other public improvements that are not included in the Initial Improvement. ("Other Improvements").

- 3. <u>Assessments for Other Improvements</u>. Any assessment for Other Improvements levied on the Adjacent Property will be deferred and the City will carry that cost until one of the following occur:
 - a. The sale of any portion of the Adjacent Property;
 - b. The subdivision of any portion of the Adjacent Property; or
 - c. The development (construction of any structure) of any portion of the Adjacent Property.

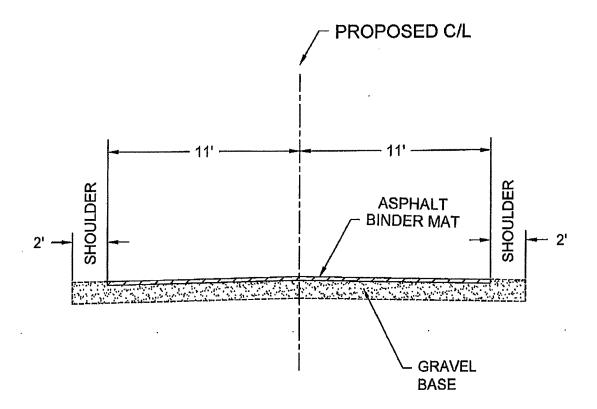
If Other Improvements occur requiring the removal or alteration of the Initial Improvement, Reunger shall not be assessed for the cost to restore the Initial Improvements to the condition they were before the Other Improvements.

- 4. <u>Closing</u>. The Closing of the sale of the Property shall occur on or before January 31, 2023, at a location chosen by the City. The City shall pay all filing fees and closing costs.
- 5. <u>Voluntary Agreement</u>. Ruenger agrees that this settlement is voluntarily entered into with the advice of legal counsel.
- 6. <u>Waiver of Future Actions.</u> Ruenger agrees not to take any action to challenge the necessity of taking the Property or adequacy of compensation for the Property, or the tax consequences of this Agreement and the related closing.
- 7. <u>Property Representations</u>. Ruenger represents that he is the sole owner of the Property; has full authority to convey the property and to execute this Agreement; and, that the Property is free and clear of any incumbrance other than public utilities or easements of record.

[The remainder of this page was intentionally left blank. Signature page to follow.]

Dated in Door County	this	day of		, 2022.	
		CITY OF S	TURGEC	N BAY	
		Ву:	D	avid J. Ward	
		Attest:	Stepha	nie L. Reinhardt	, City Clerk
STATE OF WISCONSIN)				
DOOR COUNTY)ss.)				
Personally appeared be J. Ward and Stephanie L. R Sturgeon Bay, Wisconsin, to on behalf of the City and by it	einhardt, the N me known to be	Mayor and City	y Clerk, r	espectively, of	the City of
		Name: Notary Public, My Commission	State of V	Visconsin :	
		TIMOTHY RU	UENGER		
	,	2	N		
STATE OF WISCONSIN))ss.)				
Personally appeared 1 Timothy Ruenger, of the City executed the foregoing agreen	of Sturgeon E	30 day of 0 day of 0 day, Wisconsin	n, to me k	2022, the abnown to be the	oove-named person who
TERRY J. GERBE Notary Public State of Wiscon	:no	Name: Name: Notary Public, My Commission			

TYPICAL SECTION GRANT AVE EXTENSION



RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to establish a development agreement with Fleet Farm that achieves the following:

- Acquires the right of way at the price paid by Fleet Farm from Kerschers
- Reimburses Fleet Farm for one half of the street construction costs as "not to exceed" the lower of either the City's opinion of probable costs or Fleet Farm's
- Establishes a minimum assessed value for the property that returns the investment on improvements in a period of 10 years using the City's only tax rate.

Respectfully submitted,
FINANCE/PURCHASING & BUILDING
COMMITTEE
By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: January 10, 2023

Introduced by ______.

Moved by Alderperson ______ seconded by

Alderperson ______ that said recommendation be adopted.

Passed by the Council on the ______ day of _______, 2023.



City Administrator

City of Sturgeon Bay 421 Michigan Street Sturgeon Bay, WI 54235 jvanlieshout@sturgeonbaywi.org 920-746-6905 (Voice) 920-746-2905 (Fax)

Memorandum

To:

Finance Committee

From: Josh Van Lieshout, Administrator

Re:

Agenda Item: Fleet Farm Support Request

Date: January 6, 2023

Item: Fleet Farm Support Request

Discussion: Fleet Farm has responded to the City's counter proposal to reimburse for the acquisition of the right of way. Fleet Farm is accepting the City purchase of the right of way; please note the right of way includes the hill on the north side of the property that some have suggested be "saved" (See Site Plan, Attached)

The location of the proposed intersection and right of way is beneficial to the City and the City's street system. The necessity right of way is a part of the City's Official Map and will service other lands likely to become a part of the City or at a minimum served by City/Town transportation infrastructure. This right of way will accommodate a more efficient and effective local transportation network and reduce reliance on the state highway system for local transportation needs. (See Official Map, Attached)

As the proposed right of way abuts STH 42/57, there isn't any development possibility between the future street and highway, thus limiting the opportunity to assess future properties for the full cost of the proposed roadway. If the street were constructed by the City, the north side would be eligible for deferment as provided by paragraph 2(b) of City's Special Assessment Deferment Policy (Attached). Therefore, as the right of way is identified on the City's Official Map, serves other lands, and has a future public benefit, it is reasonable to pay for the construction of half the roadway that would otherwise be eligible for deferment.

Recommendation: Recommend to the City Council to establish a development agreement with Fleet Farm that accomplishes the following:

- Acquires the right of way at the price paid by Fleet Farm from Kersher.
- Reimburses Fleet Farm for one half of street construction costs as "not to exceed" the lower of either the City's opinion of probable cost or Fleet Farm's.
- Establishes a minimum assessed value for the property that returns the investment on improvements in a period of 10 years using the City only tax rate.



To: City of Sturgeon Bay Finance Committee

From: CR Structures Group, Inc.

Fleet Farm Representative

01/05/2023

Dear Finance Committee,

We appreciate your response to our request for financial assistance for our project. As previously stated, with the exorbitant inflationary costs coupled with the increased cost do to meeting the city's big box ordinance, it has put a major strain on the overall budget to move this project forward. We feel the items we have asked for assistance on mutually benefit the city and our development.

First, we want to acknowledge and so appreciation for the offer to pay for the land where the new road will extend to the west. We have taken into the account of the developable land area for the project.

The total parcel is 1,620,349 SF (37.198 AC)
The developable land is 870,377 SF (19.981 AC)
The ROW for the road is 80,858 SF (1.856 AC)
The ROW is 9.29% of developable land.
The cost of the ROW is \$213,670. (\$2.3 million X 9.29%)

However, we believe with the importance of the frontage road for the city's future growth as well as our development, we are asking for a 50/50 split on this cost. From one of our first meetings with the city this frontage road was brought up by the city as part of their plan. Moving the entrance to the far east side of our site is an option as well however we feel the frontage road option is best for our development as well and are willing to pay more for it if the city is willing to assist us. This will allow the property owners to access this road without having to directly enter from their driveway to the highway.

The budget estimate of work is \$389,000.

- The site work to create the road is \$104,936.
- Storm sewer system for the frontage road along with the water and sanitary sewer mains extended across the new frontage road at the highway is \$156,000.
- The asphalt with curb and gutter is \$128,064.
- We are asking for \$194,500.

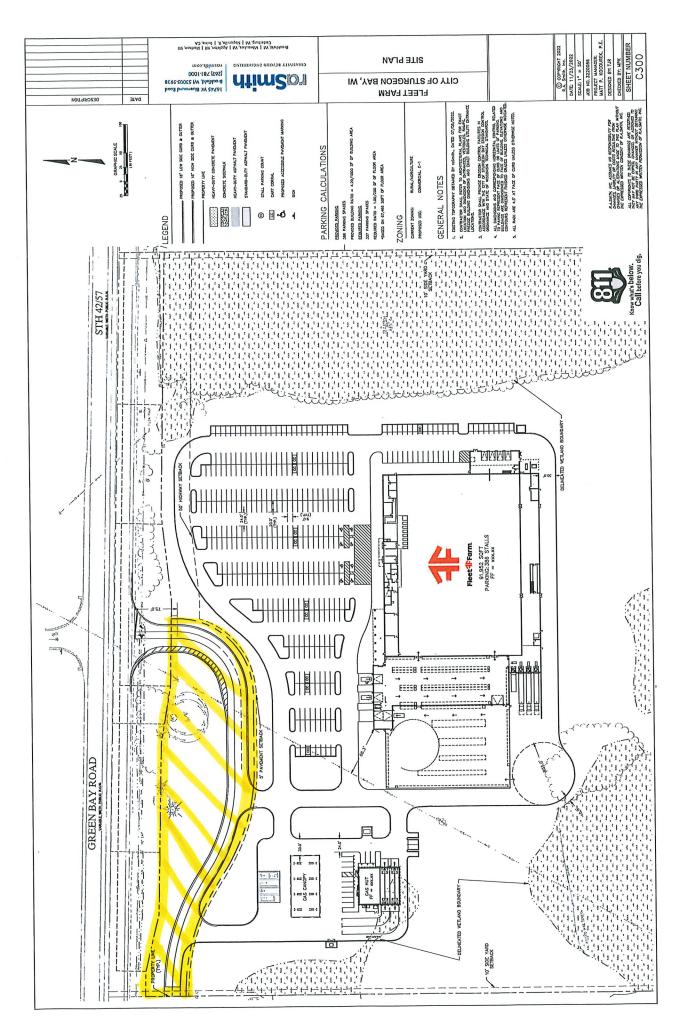
The engineer and DOT are still analyzing the need for the stoplight at the intersection. We would like to reserve the right to further discuss cost sharing of the potential stoplight and offsite road improvements with the city and/or the development to the north once the analysis is complete.

We look forward to further discussions on this matter.

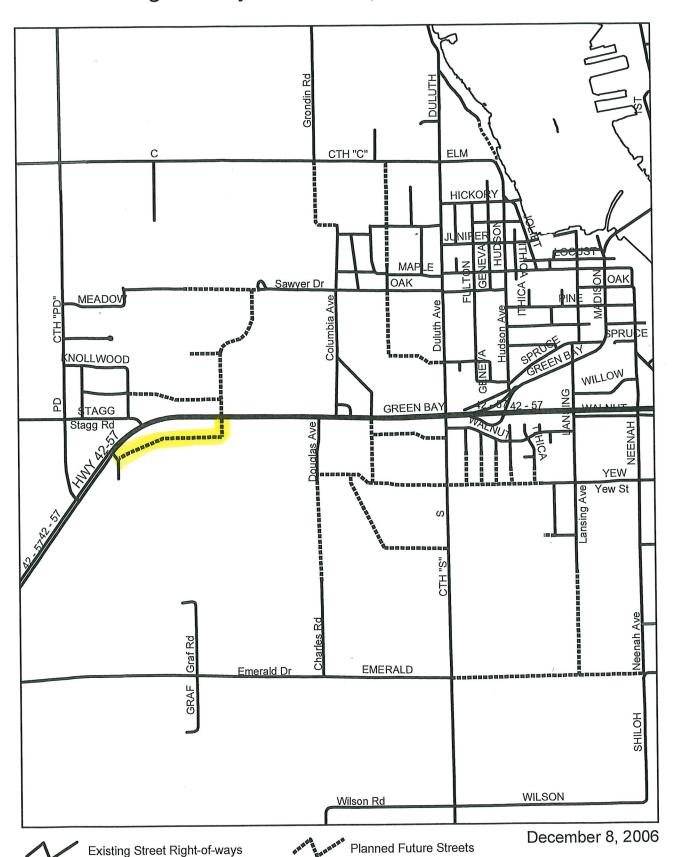
Thanks,

Jeff Peterson

CR Structures Group, Inc.



Sturgeon Bay Official Map - West Region



SPECIAL ASSESSMENT DEFERMENT RESOLUTION

A Resolution prescribing a uniform comprehensive policy for deferment of special assessments.

RECITALS:

WHEREAS, Section 66.60 of the Wisconsin Statutes authorizes the City of Sturgeon Bay, in the course of exercising its police power, to levy special assessments upon a reasonable basis affecting parcels of real estate that have been specially benefitted by municipal work or improvements, and

WHEREAS, Section 66.605 of the Wisconsin Statutes authorizes the City of Sturgeon Bay to defer the due date of any special assessment on such terms and in such manner as prescribed by the Common Council of the City of Sturgeon Bay, and

WHEREAS, the City of Sturgeon Bay previously adopted a comprehensive policy for deferment of special assessments dated November 7, 1990; and the Common Council of the City of Sturgeon Bay now wishes to amend the Assessment Deferment Resolution to add additional considerations and revise the policy as previously adopted.

THE COMMON COUNCIL OF THE CITY OF STURGEON BAY, DOOR COUNTY, WISCONSIN, DO RESOLVE AS FOLLOWS:

DEFERMENT OF SPECIAL ASSESSMENTS: The general policy of the City of Sturgeon Bay is a presumption against deferment of special assessments because such a deferment imposes an extra temporary cost of a municipal project that specially benefits

selected parcels of real estate collectively upon all parcels of real estate and owners of personal property in the City of Sturgeon Bay. For this reason, any persons or entities who wish to obtain the privilege of a deferment of a special assessment must overcome this presumption by proving the ability to qualify for the deferment to the Common Council of the City of Sturgeon Bay in accordance with the terms and requirements of this Resolution.

- (1) Any type of special assessment may be eligible for deferment upon approval by the Common Council of the City of Sturgeon Bay.
- (2) Deferment of special assessments are authorized only for the following types of real estate:
 - (a) Land that has been and is presently used actively for agricultural purposes;
 - (b) Vacant land that is not presently capable of being developed.
 - (c) The homestead of indigent persons.
 - (d) Property to be benefitted by improvement approved by Common Council of the City of Sturgeon Bay and which the Common Council of the City of Sturgeon Bay has determined is appropriate for deferment for other reasons.
- (3) Deferment of special assessments for agricultural land is authorized only when the following requirements are satisfied:
 - (a) The parcel of agricultural land must have been actively used for agricultural purposes for at least three of the previous five years and must continue to be used for agricultural purposes for the duration of the deferment; agricultural zoning is not required for deferment purposes. In the event that the applicant

for the deferment has not owned the parcel long enough to satisfy this requirement, a showing previous agricultural use by previous owners for the time period required herein is sufficient to satisfy this requirement.

- (b) The agricultural use must be carried on by the owner or have been carried on by previous owners.
- In the event there are structures on a parcel of real estate that is capable of being (4) divided into two or more buildable lots which qualify for a deferment of special assessments and the structure or structures thereon must be connected to and must use sanitary sewer and water because of state law or other provisions of the Municipal Code, that required use of the sanitary sewer and water shall not disqualify the entire parcel for deferment; however, the Common Council shall collect the special assessment as to the minimum frontage required for creation of a buildable lot consistent with the applicable zoning at the time of the levy of the special assessment and shall defer the remainder of the special assessment in accordance with this deferment policy. In any event, the user of the sanitary sewer and water is not exempted by the deferment of special assessment from the requirement to pay the usual costs of lateral installation, hookup, and periodic user charges. In the event there are structures on a parcel of real estate that is not capable of being divided in two or more buildable lots which qualify for a deferment of special assessments and the structure or structures thereon must be connected to and must use sanitary sewer and water because of state law or other provisions of the Municipal Code, the Common Council may defer the special assessment as to that parcel on such terms and conditions as it deems reasonable. In any event, the user of the sanitary sewer and water is not exempted by the defer of special assessment from the requirement to pay the usual costs of lateral installation, hookup, and periodic user charges.
- (5) Special assessments for which a deferment is granted may, at the option of the Common Council of the City of Sturgeon Bay, bear interest at a rate to be determined upon the approval of a special assessment deferment.

- (6) Special assessments for which a deferment is granted in accordance with this Resolution shall terminate upon the occurrence of any of the following events unless the Common Council approves a continuation of the deferment:
 - (a) Any transfer of a part or all of the ownership of the real estate benefitting from the deferment,
 - (b) The termination of agricultural use so that further agricultural use is a nonconforming use not permitted by the zoning ordinance.
 - (c) Any development of vacant land.
 - (d) The change in use of a parcel of real estate to a use which would not qualify for a deferment of special assessment.
 - (e) Approval by the Common Council of a recommendation to terminate a deferment of a special assessment following a periodic review of cases of deferment of special assessment, or on the Common Council's own separate initiative at any time, provided that the persons or entities owning real estate benefitting from a deferment of special assessment are given notice of the review and are entitled to present evidence and speak in opposition to the termination of the deferment.
 - assessments at least every five years and may on its own initiative review any particular deferment to consider any change of circumstances that might justify termination of the deferment. Those owners of parcels of real estate benefitting from deferment of special assessments shall be provided with notice by mail of a consideration date at which said owners may appear with appropriate evidence relevant to the circumstances of the deferment. In the

event that said owner or owners fail to respond, such failure to respond may be considered as sufficient reason to terminate the deferment without further notice.

- in full or in part during the existence of the deferment. At the termination of the deferment, an election must be made: (a) to pay the special assessment in full; (b) to pay part of the special assessment and the remainder by the appropriate installment method; or (c) to pay the entire special assessment by the appropriate installment method. If the installment method is elected, any prepayment of unpaid special assessment must then be in full, with accrued interest. Interest shall begin to accrue upon the termination of the deferment.
- (9) All persons and entities seeking to obtain a deferment of a special assessment must sign a Deferment Agreement as a condition of the approval of the deferment by the Common Council; if the Agreement is not signed by all owners of record, the deferment cannot be granted.
- (10) Notwithstanding any contrary provisions in this Resolution, the Common Council may grant a deferment of a special assessment affecting any parcel of real estate under any conditions it deems appropriate, provided that at least three-quarters of the entire membership of the Common Council must approve the deferment.

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STAFF REPORT

Title: Development Agreement for Shirley Weese Young's Muse Project

Background: Shirley Weese Young is the owner of the property at 330 Jefferson Street. This site is vacant. It was used for parking by Baylake Bank prior to the bank being sold to Nicolet Bank. Prior to that the site was the location of Moeller's Auto Dealership. Ms. Young proposed to redevelop the site into a two-story building with a performing arts center/music school on the first level and 11 studio apartments on the upper level. City staff and the Door County Economic Development Corp has worked with her for several months on refining the plan and on her request for City financial assistance. She has a financial gap of about \$900,000 based upon the architectural plans and the construction estimate.

Ms. Young is willing incorporate public restrooms in the building. The restrooms have been desired for this end of the 3rd Ave business corridor by the mayor and some members of the council. She is also willing to guarantee a minimum assessed value of \$4,000,000 for the project. In exchange for those benefits, the City is requested to provide \$900,000 in financial assistance. She is willing to accept the assistance over time rather than an upfront cash grant.

The mayor and Finance Committee have reviewed the proposal and support the proposed parameters. The project offers several benefits to the City and to the downtown area. The Finance Committee directed staff to work with Ms. Young on a development agreement that includes the financial incentives in exchange for the public restrooms and minimum assessed value of the new development. The draft agreement is now ready for review by the full Common Council.

To cover the proposed incentive, a tax increment district is the preferred means. The property taxes paid on the new building will cover the \$900,000 and also provide additional revenue that could benefit other potential projects in the district or surrounding area. If the TID is formed, the estimated tax increment on a \$4 Million project is about \$90,000 based upon last year tax rate. The City would then be responsible for a \$60,000 payment back to the developer, leaving a net of \$30,000 per year for other projects in the TID, or for closing the TID early.

The obligations of the developer and the City are set forth in the draft of the development agreement. It is noted that additional changes to the agreement may be made by the City Attorney.

Ms. Young has also requested that the City apply for a WEDC Community Development Investment (CDI) grant on behalf of her project, which would be similar to the CDI grant received for the redevelopment of the former Younkers store into the Marketplace by Bliss. The City is only eligible to receive one CDI grant per state fiscal year and the maximum grant amount is \$250,000. The Common Council must approve the application for the grant. If the City decides to apply for a CDI grant, the funds could be used to defray some of the construction costs or perhaps cover additional features such as the proposed plaza at the corner of 3rd/Jefferson. City staff is still investigating the likelihood of a CDI grant being awarded and, if warranted, this issue will be brought back at a later date.

Fiscal Impact: The City would realize about \$30,000 in revenue for the tax increment district after the \$60,000 per year payment is made. In addition, the public restrooms would be created through the project rather than directly by the City.

Recommendation: Approve the draft of the development agreement for Shirley Weese Young's Muse project, subject to review by the City Attorney.

Prepared by: Martin Olejniczak, Community Development Director	////2023 Date
Reviewed by: <u>Valinia G. Clarizio</u> Val Clarizio, Finance Director	1/11/2-3 Date
Reviewed by: Josh Van Lieshout City Administrator	1/u/23

DEVELOPMENT AGREEMENT (Muse)

This Devel	opment Agreement	is made t	this o	day of	, 2023,	between th
CITY OF STURG	EON BAY, WISCO	NSIN, a V	Visconsir	n municipal	corporation (the	"City") an
330 JEFFERSON	STREET, LLC ("D	eveloper")	•			

RECITALS

- A. Developer has fee title to a 0.34-acre parcel abutting Jefferson Street and N. 3rd Avenue, more particularly described in Section A.1 below (the "Property").
- B. Developer proposes to redevelop the Property by the "Project," as defined in Section A.2 below.
- C. The City desires to foster redevelopment of the Property, create public restrooms on the site, and increase the number and type of residential dwelling units in the downtown area.
- 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, in the form of payments or credits from Tax Increments generated by the increased value of the Property in accordance with this Agreement.
- E. The City has commenced the process of creating a Tax Incremental Financing District (the "TID") encompassing the Property to, in part, provide for financing of the Project.
- F. 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 enhance economic activity, provide desired public restrooms, create downtown living units in the upper floor of the building in accordance with the Sturgeon Bay Comprehensive Plan, expand the City's tax base, and increase property tax revenues in Sturgeon Bay.
- G. 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. The Property and Project.

1. <u>Legal Description of Project Site</u>. The Property is legally described as follows:

Lot 2 of Certified Survey Map #3484 recorded as Document #846754, City of Sturgeon Bay, Door County, Wisconsin.

Tax Parcel No. 281-10-85380604B

2. <u>Project Described.</u> A mixed-use development consisting of a two-story building containing an approximately 6,800 square foot venue for music performances and lessons to be called Muse on the first floor. The first floor will also have public restrooms accessible from the outside of the building. The approximately 6,800 square foot second floor of the facility will house eleven studio apartments. An approximately 1,200 square foot outdoor patio space facing the corner of N. Third Avenue and Jefferson Street is also part of the project. The site will also include an exterior parking area and other site amenities.

B. <u>Conditions Precedent.</u>

- 1. <u>Conditions Precedent Before Commencement of Project</u>. The Developer may commence the Project only after the Parties have first fulfilled the following conditions that each party shall attempt to timely complete in good faith:
 - a. <u>Public Restroom Agreement</u>. The Developer and City shall have reached agreement on the location, design, operation, and maintenance of the public restrooms.
 - b. <u>Tax Increment District</u>. The City shall have created a Tax Increment District commencing January 1, 2023, encompassing the Property.
 - c. <u>Zoning Approval</u>. The Developer shall obtain zoning approval for the Project, including approval of a certificate of appropriateness from the Aesthetic Design and Site Plan Review Board.
 - d. <u>Building Permits/Approvals</u>. Developer is responsible to obtain, directly or through its agents, a building permit from the City Building Inspector, along with any other permits or approvals required to construct the Project. Nothing in this Agreement shall be deemed prior authorization of City to issue permits or grant approvals.
- 2. <u>Failure of Condition Precedent</u>. Upon failure of any condition, this Agreement shall be null and void without liability or obligation to either party.

C. Developer's General Obligations.

1. Approval of Plans. Prior to the commencement of construction, Developer shall present plans and specifications for the Project (the "Plans") to the appropriate City committees and departments as required by City ordinances and procedures. The Plans shall demonstrate that the Project, when completed, will comply with federal, state and municipal code requirements. At any time during the construction of the Project, Developer may submit to the City proposed revisions in the approved Plans in order to enhance the achievement of the objectives of this Agreement and to improve and refine the previously approved Plans. The Plans, including any revisions, shall comply with the pertinent zoning and development requirements of the City.

- 2. <u>Completion of Project</u>. Developer shall substantially complete the construction of the Project by January 1, 2025.
- 3. <u>Minimum Property Value</u>. Developer agrees to a minimum assessed property value of \$4,000,000 for a period of fifteen years beginning with the assessment year following completion of the Project. During that time, for each year that the actual assessed property value is less than \$4,000,000, the Developer will make a payment to the City that is equal the difference in property taxes owed on property valued at \$4,000,000 and the actual property taxes owed. Such payment shall be made to the City by January 31st.
- 4. <u>Public Restrooms</u>. Developer shall design and construct public restrooms on the Property. The restrooms shall be accessible from the exterior of the building or from a vestibule such that the facilities are accessible to the public without having to go through the building space occupied by Muse, but the restrooms may be joint facilities used by both Muse patrons and the general public. The location, design, operation, and maintenance of the public restrooms be mutually agreed upon by the Developer and City through a Restroom Agreement. Developer agrees to maintain and supply the public restrooms to at least the standards of typical public restrooms in City parks.
- 5. <u>Changes to Project</u>. Without City's prior written consent, Developer will not materially change the scope, budget or uses of the Project.

6. Restrictions on Transfer.

- a. <u>General Restrictions on Transfer</u>. Any transfer of ownership of the Property or subunit of the Property by Developer shall be subject to the City's written consent, which the City may withhold in its absolute discretion.
- b. <u>No Transfer to Tax Exempt Entity</u>. Developer shall not sell or otherwise convey any portion of the Property to a non-profit or tax-exempt organization.
- c. <u>Exceptions to Transfer Restrictions</u>. Restriction C.6.a above does not preclude the creation of a mortgage, encumbrance or voluntary lien upon the Property for the purpose of financing or refinancing the construction of a building consistent with the terms of this Agreement.
- 7. <u>Cooperation</u>. Developer will fully cooperate with the City in the performance of its obligations under this Agreement.

D. <u>City's General Obligations.</u>

The City commits to the following:

1. <u>Financial Incentive</u>. The City shall provide a total of \$900,000 to the Developer for the Project. This financial incentive shall be made in fifteen annual payments of \$60,000 to the Developer. The payments shall commence with the assessment year following the completion of

the Project. The payment be made within 30 days of the annual payment of property taxes and the payment required under Section C.3 above, if applicable.

- 2. <u>Maintenance of Public Restrooms</u>. The City shall provide ongoing funding for the maintenance/supply of the public restrooms. Such funding shall be based upon the cost for maintaining/supplying typical public restrooms in City parks. The amount and timing of the payments for the maintenance shall be included as part of the public restroom agreement specified in Section B.1.a above.
- 3. <u>Permits and Licenses</u>. The City will cooperate in good faith with respect to all permits necessary for completion of the Project.
- 4. <u>Cooperation</u>. The City will reasonably cooperate with Developer in the performance of its obligations under this Agreement.

E. <u>Insurance</u>.

- 1. <u>Coverage Types and Amounts</u>. Developer shall deliver to the City certificates of insurance, copies of endorsements, and other evidence of insurance Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage as listed below:
 - a. <u>Workers Compensation and Related Coverage</u>. Workers compensation coverage as required for state and federal workers, but, in no event less than the following limits: Bodily Injury by Accident \$100,000 per accident; Bodily Injury by Disease \$100,000 per employee; and \$500,000 policy limit.
 - b. <u>Comprehensive General Liability Insurance</u>. Commercial general liability insurance written on a commercial general liability form, protecting Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages arising from operations under this Agreement, whether such operations are by Developer itself, any contractor, subcontractor, or anyone directly or indirectly employed by any of them in such manner as to impose liability on the City. Such coverage shall include an endorsement for completed operations. The amounts of such insurance shall be subject to the following limits: General Aggregate Limit \$2,000,000; Personal and Advertising Injury Limit (per person/organization) \$2,000,000; Bodily Injury and Property Damage \$2,000,000 per occurrence; Fire Legal Liability Damage Limit \$100,000 per occurrence; Medical Expense Limit \$10,000 per person.
 - c. <u>Comprehensive Automobile Liability and Property Damage</u>. Comprehensive Automobile Liability and Property Damage coverage protecting Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non-owned motor vehicles. The amounts of such insurance shall be subject to the following

limits: Bodily Injury - \$250,000 per person; \$1,000,000 per occurrence; and Property Damage - \$250,000 per occurrence.

- d. <u>Umbrella Coverage</u>. Umbrella coverage protecting Developer, its general contractor and any subcontractor during the performance of work covered by this Agreement with limits of \$3,000,000 for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs a to c above.
- e. <u>Builder's Risk Insurance</u>. Builder's Risk insurance for all portions of the Property upon which construction is occurring with coverage equal to the total amount of the construction contracts for any and all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
- f. <u>Fire and Casualty Insurance</u>. Upon the construction of any improvements on the Property that are intended to remain in Developer's possession or is in Developer's possession prior to conveyance to third parties as contemplated by this Agreement, Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to and adequate to rebuild improvements to their original condition. In the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
- 2. <u>General Requirements</u>. All policies of insurance shall be written by insurance companies authorized to do business in the state of Wisconsin, shall name the City as an additional insured and shall not be cancellable except on a minimum of 30 days' notice to the City. Before commencement of construction, the Developer shall file with the City certificates of insurance and copies of the required policies and all endorsements thereto, setting forth that all required coverage is in full force and effect.

F. Representations and Warranties and Covenants of Developer.

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

- 1. <u>Accuracy of Documents</u>. All copies of documents, contracts and agreements Developer has furnished to the City are true and correct in all material respects.
- 2. <u>Taxes</u>. Developer has paid, and will pay when due, all federal, state and local taxes, and will promptly prepare and file returns for accrued taxes prior to any taxes becoming delinquent.
- 3. <u>Payment of Contractors and Material Suppliers</u>. Developer will timely and fully pay for all work performed and materials furnished for the Project.
- 4. <u>Liens</u>. Developer shall not cause or allow any lien to attach to the Property, except (i) those allowed in Section C.6.c above, and in any case, in the aggregate not securing debt exceeding the maximum principal amount of \$______, and (ii) the lien of real estate taxes and assessments for taxes not yet due and payable. If any lien, including, without limitation, any

construction lien, is filed against the Property, Developer will notify the City and cause such lien to be discharged through (x) payment, (y) as provided by statute or bonded over in an amount satisfactory to the City within 60 days of the filing of such lien, irrespective of the merits of the lien claim and shall provide proof of such discharge or bonding to the City within in such 60 days.

- 5. <u>Statements and Information True</u>. 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.
- 6. <u>Authority</u>. 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. The person who executes this document has been duly authorized by all necessary company action to execute and deliver this Agreement and to bind Developer to its terms
- 7. <u>No Violations</u>. 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, order, rule or regulation of any court or of any federal, state or municipal regulatory body or administrative agency or other governmental body having jurisdiction over Developer or any portion of the Property.
- 8. <u>No Litigation</u>. There is no litigation or proceeding pending or threatened against or affecting Developer or the Project 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.
- 9. <u>No Default</u>. No default, or event that, with the giving of notice or lapse of time or both would be a default, exists under this Agreement, 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 Project or otherwise. Developer shall promptly report any material default of Developer or any contractor in its obligations under any construction contract affecting the Project.

At all times during the term of this Agreement, the representations and warranties contained herein shall be true and Developer shall comply with all covenants contained herein.

- **G.** Representations and Warranties and Covenants of City. The City hereby warrants and represents to the Developer that:
- 1. <u>Authority</u>. Subject to the approval of City Common Council and the satisfaction of the conditions precedents of Section B above, the execution, delivery, and performance of this

Agreement and the consummation of the transactions contemplated hereby are hereby 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. <u>Enforceability</u>. 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.

H. Further Compliance with Laws.

- 1. <u>Public Protection & Safety</u>: The City and Developer shall each take all steps necessary to avoid damage, bodily injury or death arising out of the improvements whether from maintaining an "attractive nuisance" or otherwise.
- 2. Compliance with Environmental Laws. Developer shall ensure the Property shall remain free of Hazardous Materials, except to the extent Hazardous Materials are temporarily necessary to be on the Property for purposes of construction of the improvements, and then only as are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City with copies of all environmental reports pertaining to the Property no later than ten days after receiving the same. As used herein, the term "Hazardous Materials" means (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants, "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel and asbestos containing materials.
- 3. <u>Nondiscrimination</u>. In the performance of improvements under this Agreement, the Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, sexual

orientation, physical condition, disability, national origin or ancestry. The construction of the improvements shall comply with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds. Any additional costs that may be incurred by the Developer to comply with this provision shall be borne by Developer.

I. Indemnification.

- 1. <u>General Indemnification</u>. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement, Developer shall indemnify and save harmless the City, its council members, officers, employees, agents, attorneys and insurers, and the respective successors and assigns of all of them (each an "Indemnified Party") and shall defend the same, from and against any and all liabilities, claims, losses, damages, interest, actions, suits, judgments, costs, and expenses, including reasonable attorneys' fees, and the like to whomsoever owed and by whomsoever and whenever brought or obtained, which may in any manner, directly or indirectly, result from, relate to, or arise in the course of, any act or failure to act by Developer in connection with its development of the Project (each, an "Indemnified Claim"), including without limitation:
 - a. Any breach by Developer of the terms of this Agreement;
- b. any negligent acts of Developer, any professional and any contractor that provides services, labor or material for the Project;
- c. any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement;
 - d. the design, development, or construction of the Project; or
- e. any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.
- 2. <u>No Limitation on Indemnity</u>. In any and all claims against one or more of the Indemnified Parties by any employee of the Developer, any contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer or any contractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.
- 3. <u>Indemnification Procedures</u>. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from an Indemnified Party, which notice shall be given by the Indemnified Party within 10 days of the Indemnified Party gaining actual knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations unless, and only to the

extent to which, such failure has substantially prejudiced Developer. The Indemnified Claim shall be defended by legal counsel reasonably acceptable to the Indemnified Party. If the Indemnified Party original approves of such defense counsel, but later disapproves, Developer shall retain counsel that is reasonably acceptable to the Indemnified Party. Notwithstanding the foregoing, in its sole discretion and at its expense, an Indemnified Party may participate in or defend or prosecute, through its own counsel(s), any claim suit or action for which it is entitled to indemnification by Developer; provided, however, that if the Indemnified Party is advised in writing by its legal counsel that there is a conflict between the positions of Developer and the Indemnified Party in conducting the defense of such action or that there are legal defenses available to the Indemnified Party different from or in addition to those available to Developer, then at Developer's expense, counsel for the Indemnified Party, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the Indemnified Party. Developer shall not enter into any compromise or settlement without the prior written consent of the Indemnified Party and, if the Indemnified Party is not the City, the City, which consents shall not be unreasonably withheld. The absence of a complete and general release of all claims against the Indemnified Party shall be reasonable grounds for the Indemnified Party to refuse to provide written consent to a compromise or settlement. To the extent Indemnified Claims have been made against them, the Indemnified Parties shall reasonably cooperate in the defense or prosecution of any claim hereunder, including the retention of and access to records and, as to current employees and personnel only, making employees and other personnel available on a mutually convenient basis to provide such information as the Indemnified Party may have regarding the matter in issue and an explanation of any material provided or made available. No failure of an Indemnified Party to cooperate as set forth above shall affect Developer's obligation to defend any other Indemnified Party. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the Indemnified Party for the reasonable fees and expenses of counsel(s) retained by the Indemnified Party and shall be bound by the results obtained by the Indemnified Party; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

J. Default.

- 1. <u>Events of Default</u>. The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder:
- a. <u>Failure to Pay</u>. Developer fails to pay any amounts due from it under this Agreement on or before the date when due and such failure shall continue for 10 days following notice thereof from City to Developer;
- b. Other Failures under this Agreement. Developer fails to timely perform or observe any of its covenants or obligations (other than payment obligations) under this Agreement, and such failure continues for 30 days following notice thereof from City to Developer (or such longer period of time as is necessary to cure the default as long as (i) Developer has commenced the cure of the default within the 30-day period, (ii) Developer is diligently pursuing the cure of

the default, and (iii) the default is cured not later than 60 days following the notice thereof from the City);

- c. <u>Insurance and Dangerous Conditions</u>. Subsection 1.b above notwithstanding, if the default is a failure to keep required insurance in force or results or threatens to result in imminent harm to persons or property, as determined by the City in its sole discretion, the cure period will be two business days, during which time Developer shall cease all operations upon the Property except, in the case of imminent harm, those operations dedicated to curing such condition;
- d. <u>Untrue Representations and Warranties</u>. Any representation or warranty made by Developer in this Agreement, or any document or financial statement delivered by Developer pursuant to this Agreement, was false in any material respect as of the time when made or given;
- e. <u>Abandonment and Delay</u>. Active and visible construction work of any portion or phase of the Project is not occurring for more than 30 consecutive days or a total of 90 days during the entire Project or any Building or if any portion of the Project is damaged by fire or other casualty and is not repaired, rebuilt or replaced as required in this Agreement;
- f. <u>Insolvency</u>. 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 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 appointment; or (vi) adopts a plan of complete liquidation of its assets:
- g. <u>Change in Control</u>. The majority ownership of Developer is conveyed voluntarily or involuntarily to someone other than Shirley Weese Young;
 - h. <u>Cessation of Existence</u>. Developer dissolved or ceased to exist;
- i. <u>Fraud and Other Illicit Behavior</u>. Developer or any person having an ownership interest of greater than 25% of Developer is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of: (i) fraud; or (ii) indecent or illicit behavior that in the determination of the City would threaten the reputation of Developer or Developer's ability to complete the Property according to the requirements of this Agreement or as anticipated; or

j. <u>Default Under Loan Documents</u>. A default occurs on any indebtedness of or loan to Developer or any agreement providing security for such indebtedness.

2. Remedies.

- a. <u>Available Remedies</u>. Upon the occurrence of any Default, without further notice, demand or action of any kind by the City, the City may pursue any or all of the rights and remedies available to the City at law and/or in equity and/or under this Agreement against Developer, including without limitation,
 - (i) <u>Termination</u>. Terminate this Agreement by written notice to Developer;
 - (ii) <u>Offset and Recoupment</u>. Offset or recoup against any amounts that may then or thereafter come due from the City to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City resulting from Developer's breach;
 - (iii) Specific Performance. Sue for specific performance;
 - (iv) Sue for Damages. Sue for all damages caused by the Default; and/or
 - (v) <u>Assess</u>. Assess the Project for the total costs of the improvements thereto.

In addition, the City shall have the right to suspend performance of any of its obligations or covenants under this Agreement, including, without limitation, the obligation to make payments to Developer.

- b. <u>Remedies Cumulative</u>. All City remedies are cumulative. i.e., no election by the City of one remedy available to the City will preclude the City from exercising any or all other remedies listed above or at law or in equity.
- c. <u>No Waiver</u>. No failure or delay on the part the City 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. Notwithstanding any of the foregoing authorizations, the City shall have no duty or obligation whatsoever with respect to any of the matters so authorized.
- d. <u>City's Right to Cure Default</u>. 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. <u>Interest</u>. 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. <u>Limitation of Damages</u>. Under no circumstances will the City or its elected officials, officers, employees, agents, attorneys, insurers of any of the successors and assigns thereof be liable to Developer or any member, officer, employee, agent, attorney, insurer, surety or any successor or assign of any of the same for any indirect, incidental, consequential, exemplary or punitive damages. The City reserves all rights to the immunity and damage limitations set forth in the Wisconsin Statutes, including in §893.80 thereof.

K. Miscellaneous.

- 1. <u>Termination of Agreement.</u> Unless otherwise specifically provided, this Agreement shall terminate upon the occurrence of the earlier of: (a) the parties signing an agreement to termination; (b) full payment of the Financial Incentive; and (c) termination under Section B.2 above.
- 2. <u>Assignment</u>. Except as set forth in Section K.3 below, Developer may not assign this Agreement or any of its rights under it without prior written consent of the City, which the City may withhold in its absolute discretion. 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 sole 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.
- 3. <u>Collateral Assignment.</u> 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 and development 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 Event of Default by Developer hereunder. Any such assignment shall be of the right to receive payments on the City Contribution only, and no such assignment shall relieve Developer of any of its obligations to the City hereunder.

- 4. <u>Governing Law</u>. 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. <u>Exclusive Venue</u>. 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. <u>Modifications</u>. No modifications to this Agreement shall be made except in writing signed by the parties.
- 7 <u>Authority to Execute Agreement</u>. 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. <u>Waiver</u>. 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. <u>Survival</u>. All agreements, representations, warranties, covenants, liabilities and obligations made or imposed in this Agreement or in any document delivered pursuant to this Agreement shall survive the execution and delivery of this Agreement. Any provision in this Agreement that has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but, unless expressly waived in writing, shall survive such transfer of possession and be in force and effect until performed.
- 10. <u>Notices</u>. 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, air bill 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: 330 Jefferson Street, LLC

Attn: Shirley Weese Young

30 N. 7th Avenue

Sturgeon Bay, WI 54235

Email: shirleywyoung@yahoo.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 S

City of Sturgeon Bay Community Development Dept

421 Michigan Street Sturgeon Bay, WI 54235 Attn: Marty Olejniczak

Email: molejniczak@sturgeonbaywi.org

With a copy to:

Amundsen Davis Law

318 S. Washington St, Suite 300

Green Bay, WI 54301 Attention: James M. Kalny

Email: jkalny@amundsendavislaw.com

- 11. <u>Entire Agreement</u>. 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. <u>Severability</u>. 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. <u>No Joint Venture</u>. 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. <u>Time of the Essence</u>. Time is of the essence of each and every obligation or agreement contained in this Agreement.
- 15. Force Majeure. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means delays beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, the actions of any other party in this Agreement, strikes, labor disputes, epidemic, pandemic, government restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency (each, a "Force Majeure Event"). The foregoing notwithstanding, extension of time under this Section K.15 shall not continue for a period of 90 days in the aggregate for all Force Majeure Events without the written consent of the other party, which in the case of the consent of the City, may be withheld in the City's sole discretion.
- 16. <u>Headings</u>. 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. <u>No Construction Against Drafter</u>. This Agreement is the product of negotiation between 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.
- 18. <u>No Personal Interest of Public Employee</u>. No official or employee of the City shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the Project or this Agreement. No official or employee of the City shall be personally liable to the Developer or any successor in interest, in the event of any default or breach by the City, or for any amount that becomes due to the Developer or Developer's successors under this Agreement.
- 19. <u>Counterparts and Signatures</u>. This Agreement may be signed in counterparts. Except as may be required for purposes of recording, photocopied, electronic and facsimile signatures shall have the same effect as original signatures.

[Signature pages follow]

First signature page to Development Agreement Muse – City of Sturgeon Bay/330 Jefferson Street, LLC

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)		
the Mayor of the City of Stu	ırgeon Bay, Wi	sconsin, eement o Name Notary	, 2023, the above-named David J. Ward to me known to be the mayor of that city and on behalf of the City and by its authority. Public, State of Wisconsin ommission expires:
STATE OF WISCONSIN)		
DOOR COUNTY)ss.)		
Reinhardt, the Clerk of the	City of Sturgeo	n Bay, V	, 2023, the above-named Stephanie L Wisconsin, to me known to be the clerk of tha agreement on behalf of the City and by its
		Name	
			y Public, State of Wisconsin
			ommission expires:

330 JEFFERSON STREET, LLC

	By:
	Shirley Weese Young, Managing Member
STATE OF WISCONSIN)
)ss.
COUNTY)
	ore me this day of, 2023, the above-named known to be the person who executed the foregoing agreement.
	Name:
	Notary Public, State of
	My Commission expires:

This instrument was drafted by: Attorney James M. Kalny Amundsen Davis Law 318 S. Washington Street, Suite 300 Green Bay, WI 54301

PROJECT DESCRIPTION

The .345 acre parcel at 330 Jefferson Street in Sturgeon Bay is currently a vacant lot which was formerly used for parking in downtown Sturgeon Bay. Please see Appendix A for a map and pictures of the current parcel. This parcel was recently purchased by Shirley Weese Young, who is pursuing plans to develop a 6,809 square foot venue for music performances and lessons. The first floor will also have a 1,200 square foot patio space facing the corner of Third Avenue and Jefferson Street. In addition, a 475 square foot extension will house three public restrooms, accessible from the outside of the building. The 6,809 square foot second floor of the facility will house eleven studio apartment rentals.

BUILDING AREA SUMMARY

First Floor

Muse Music School: 6,809 SF

Outdoor Patio:

1,200 SF

Public Restrooms:

475 SF

Second Floor Apartments:

6.809 SF

The first floor of the development will be called Muse, a Sturgeon Bay Venue and Music School. Shirley Weese Young will maintain ownership of the building, while leasing the programming for the venue to a nonprofit organization. This organization is currently working with the Door County Community Foundation on establishing itself as a nonprofit organization in Door County. The nonprofit organization will facilitate the rental schedule for the first floor venue, which will be available to the public for special events.

Please see Appendix B for site layouts and building elevations for the facility.

ABOUT THE DEVELOPER

Shirley Weese Young has developed several downtown Sturgeon Bay properties and currently manages 2 venues and 5 rental apartments. She rehabbed the old Advocate and turned the downstairs into an event space and administrative offices and restrooms for Third Avenue PlayWorks. The second floor was gutted and now consists of two 500 square foot rentals and one three bedroom 1,000 square foot rental. She also oversaw (acting as the project manager and liaison with the TAP Board) the complete renovation of Third Avenue PlayWorks, which is now connected on the ground floor to the Advocate.

In addition, Shirley removed the structurally unsound facade at 234/236 North Third Avenue and reconstructed it per its 1880s original. The downstairs was gutted and now houses a dance studio, and there is one rental unit on the second floor.

Both 231-235 and 234/236 have rooftop solar arrays and were renovated to the highest energy efficiency standards possible. (Virge Temme made sure of that, in the case of the Advocate!) The combined investment for the above 3 projects is over \$4 million.

ESTIMATED PROJECT COSTS AND REVENUES FOR THE MUSE

Construction Costs

The developer has provided the cost estimates for constructing this community asset which can be found in Appendix C.

Private Investment

The developer is committing to contribute \$3,100,000 in private funding and financial loans for the completion of the project.

Gap in Financing

The developer has a \$900,000 gap in financing for the project.

Assessment Guarantee

The city assessor has been contacted by the developer to gauge a potential assessment of the project to determine tax revenues that may be expected by the city. Although there can be no guarantee from the assessor of tax revenues to be received for a future project, based on construction costs and other financial information provided, the assessor surmises that the project could be assessed at a range from \$3,500,000 to \$4,500,000. As such, the developer is willing to guarantee an assessment of \$4,000,000 at the completion of the project

PROJECT COMMUNITY BENEFITS

There are several aspects of this project that contribute to the public benefit of Sturgeon Bay residents and visitors.

Addresses Current Blighted Property

The development of this property will address the current blight of the unused parking lot on a very prominent corner in downtown Sturgeon Bay.

Highest and Best Use of Property

Municipalities strive to ensure that property is developed to the "highest and best use." This means that the development fits with zoning designations, is appropriately supported, financially feasible and results in the highest value.

This proposed development will achieve each of these goals. The development will enable a commercial use on the first floor, while providing much needed new housing on the second floor.

The first floor will include a landscaped outdoor patio where food, beverages and music can be offered, infusing new life to a now dead-end corner, benefitting the existing businesses and nonprofits. The corner will also act as a visual bookend to the north end of Third Avenue and a visual separation between the commercial to the south and the residential area to the north.

The architecture and architectural details will be a nod to the past historic district; and a curtsy to the future of state-of-the-art music. The acoustics will be top notch and there will be recording capabilities and practice rooms as well as a stage, and a bar plus a catering kitchen, which open out onto the patio area.

Provides Public Restrooms

This development includes three public restrooms accessible from the outside of the building at the end of the commercial section of Third Avenue where there are no public bathrooms.

Provides Affordable Rental Housing Units in the Heart of Sturgeon Bay

The developer has committed to keeping the units affordable for rentals in downtown Sturgeon Bay. The units will be 430-450 square feet and be leasable starting at \$770 per month plus utilities. Utilities will be low as the building will be very energy efficient and there will be a large rooftop solar array.

Contribution to the Art Scene in Sturgeon Bay

Shirley Weese Young's vision is to "grow creativity" in the Arts in Sturgeon Bay. A dance studio, a professional theater, an event space, and a music venue (all within one block) allows the possibility for many collaborative efforts where the sum of the parts is much greater than the whole. For instance, a film festival could make use of both TAP and Muse, and so on...

Provides Access to Musical Arts and Serves as a Catalyst for Economic Development

Muse will increase access to the Musical Arts by providing year-round, quality musical education and by offering captivating musical performances and cross disciplinary entertainment, both on and off the tourism season.

Musical instruction of all types is difficult to come by in Door County, and there are very few opportunities for people of all ages in the area to study music. Although Door County's public schools do offer music education, private instruction is both difficult to find and difficult to provide—in other words, there are few instructors in Door County and for those that live here, providing private instruction is not necessarily cost effective.

Why is private musical instruction outside of the public school system necessary? There are a number of reasons. First, while studying music at a young age has been proven to increase test scores and positively impact learning, music education should be available to those over the age of 18. Indeed, studying music at any age provides numerous health benefits and is (of course) enjoyable to all ages. Second, the public school system primarily focuses on band—this

means teaching wind, brass and percussion instruments. For those looking for instruction in piano, guitar, bass or strings (violin, viola and cello), choices for private instruction are limited or non-existent. Third, with the exception of Southern Door, none of the public schools offer instruction in music theory, which is a vital component when looking to understand and perform music.

Muse will address these issues by providing a place for both instructors and students to congregate and collaborate. There will be practice rooms and rehearsal rooms available to students and instructors. Additionally, Muse will provide group theory lessons and curate a lecture series, bringing in local and guest lecturers to discuss a range of musical and extra-musical topics like music history and music appreciation.

An important aspect of the educational component is that it remains affordable for students and provides teachers with a living wage. Through donations, and through federal and state grants, lessons will be subsidized in much the same way membership fees are subsidized at the YMCA, removing many possible financial obstacles that students and educators may encounter.

The performance space at Muse will be available for rent by musical acts. More importantly, Muse will curate a year-round concert series that will, at times, go beyond mere musical performance and seek to integrate both education (in the form of pre-concert lectures, for example) and other forms of art (for instance, a silent film festival that features live soundtrack performances). Additionally, the performance space at Muse will afford amateur performers, like Muse's own students, and ensembles, like the Peninsula Symphonic Band, the opportunity to perform in a professional setting. Perhaps most important is the fact that performances will continue into and through the winter, providing local residents with year-round entertainment and cultural enrichment.

Enhances Economic Development Opportunities

There are a number of incredible musicians and musical organizations already sprinkled throughout the county. As a unified group, they are an untapped resource. Bringing them together in Sturgeon Bay will create a hub in Door County for arts and culture and will serve as a catalyst toward enhanced economic development activities in arts and culture.

The developer is also in the process of purchasing the adjacent parcel to the east as a Phase 2 development.

Appendix A

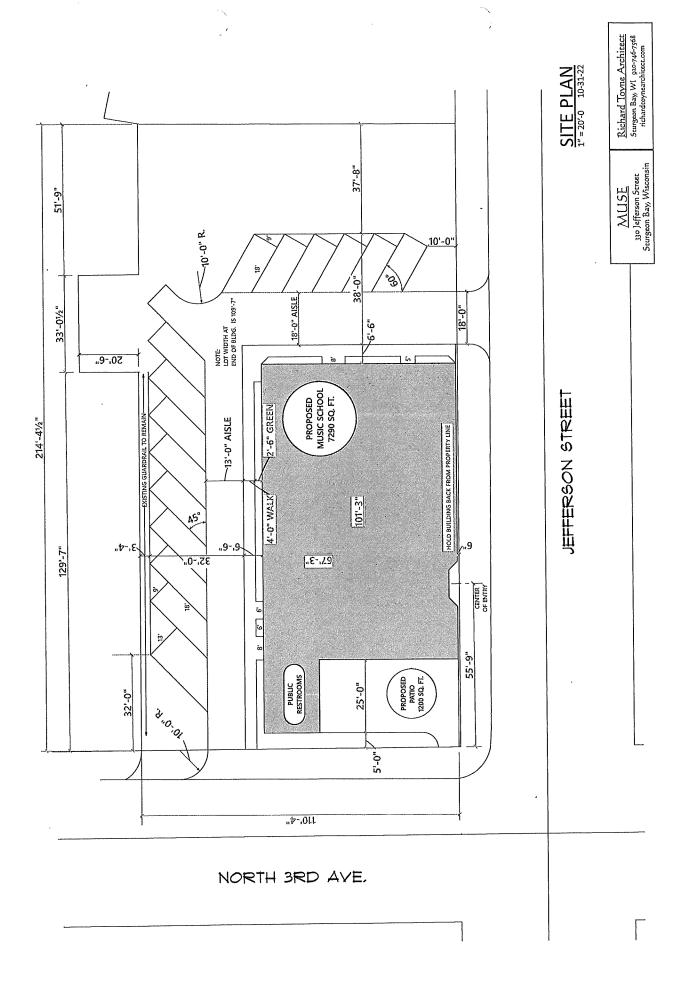
Printed 11/11/2022 courtesy of Door County Land Information Office

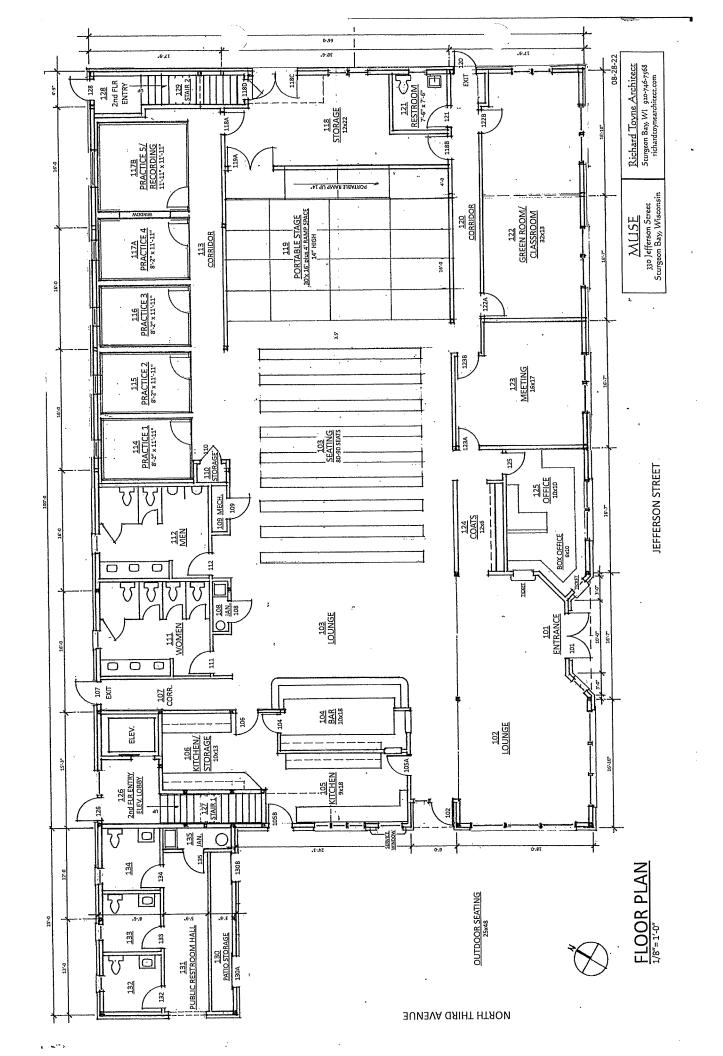
... from the Web Map of ... (//www.co.door.wi.gov)

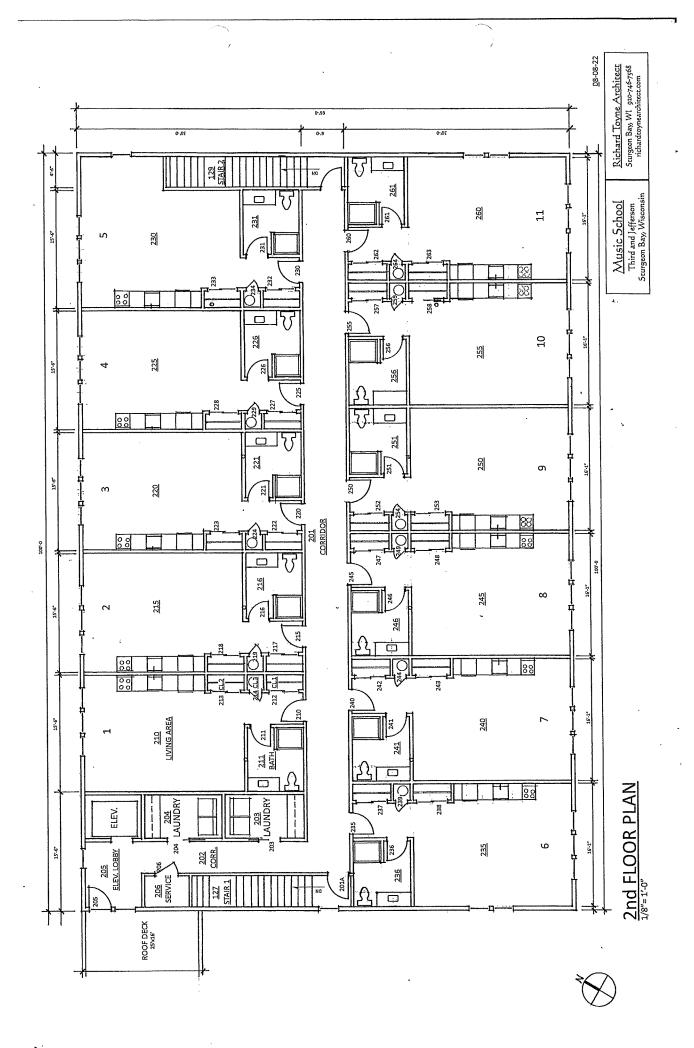
Door County, Wisconsin ... for all seasons!

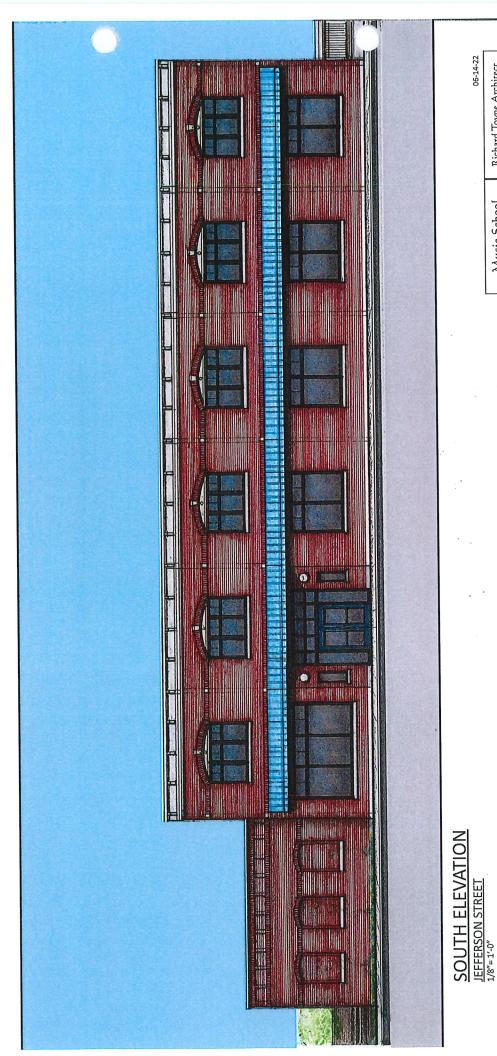








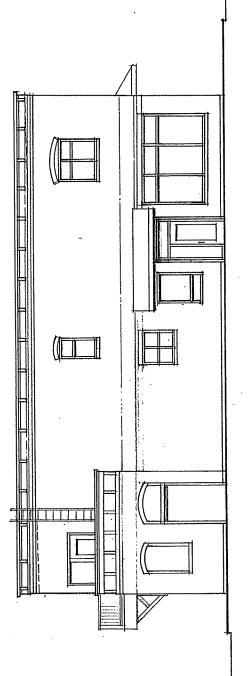




06-14-22

Music School
Third and Jefferson
Scurgeon Bay, Wisconsin

Richard Toyne Architect Sturgeon Bay, WI 920-746-7568 richardtoynearchitect.com



WEST ELEVATION 1/8"=1'-0"

Music School
Third and Jefferson
Sturgeon Bay, Wisconsin

Richard Toyne Architect Sturgeon Bay, WI 920-746-7568 richardtoynearchitect.com

NORTH ELEVATION 1/8"=1'-0"

Music School
Third and Jefferson
Sturgeon Bay, Wisconsin

06-21-22

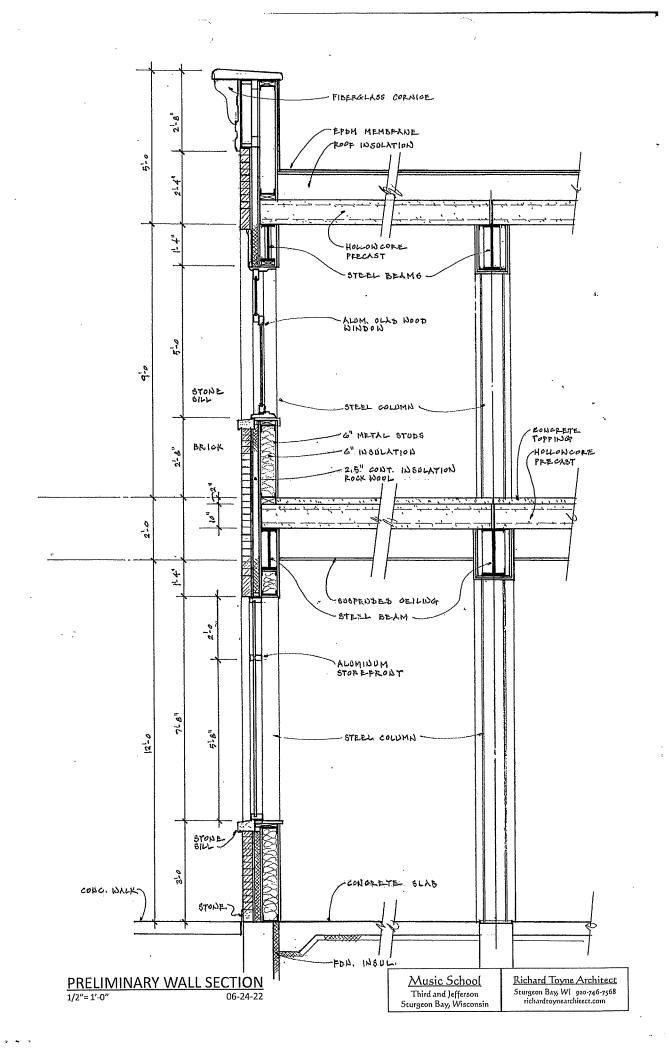
Richard Toyne Architect Surgeon Bay, WI 920-746-7568 richardtoynearchitect.com

06-21-22

Richard Toyne Architect Sturgeon Bay, WI 920-746-7568 nichardtoynearchitect.com

EAST ELEVATION 1/8"=1'-0"

Music School
Third and Jefferson
Sturgeon Bay, Wisconsin



Appendix C

November 8, 2022

Shirley Young Music School 239 N 3rd Ave Sturgeon Bay, WI 54235

Re: Music School @ Third & Jefferson

Shirley:



901 VANDERBRAAK STREET P.O. Box 1835 GREEN BAY, WI 54305-1835 920.437.5426 tel 920.437.6662 fax www.zelseconstruction.com

Thank you for allowing us to provide you with this budget proposal based on plans drawn by Richard Toyne dated10-31-2022 Parking Layout, Foundation Plan, Second Floor Plan, Roof Plan, 8-28-2022 Floor Plan, Second Floor Plan, & 6-14-2022 Elevation plans, Wall section plan, Stair section plan, and room and door finish schedules. The following breakouts per your request:

blic Bathrooms =	\$120,000.00
ework =	\$127,550.00
rinkler, Mechanical, Plumbing & Electrical =	\$898,783.00
uctural & Exterior Finishes =	\$2,254,406.00
erior Finishes =	\$598,251.00
	blic Bathrooms = ework = rinkler, Mechanical, Plumbing & Electrical = ructural & Exterior Finishes = erior Finishes =

Proposal includes all permits, general conditions, supervision, equipment, tools, trucking, dumpsters, OSHA regulations, contract services, and final closeout documentation and commissioning.

Completing projects successfully for 77 years.

If you should have any questions, please contact me.

Respectfully submitted,

FRANK O. ZEISE CONSTRUCTION CO., INC.

Craig M Cornell

Craig M. Cornell CMC/cc

FRANK O. ZEISE CONSTRUCTION Co., INC.