



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, FEBRUARY 21, 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 – \$250,919.17, Capital Fund - \$67,993.39, TID #4 - \$416.00, Solid Waste Enterprise Fund - \$20,012.85, and Compost Site Enterprise Fund - \$101.39 for a grand total of \$339,442.80. [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 2/7/23 regular Common Council minutes.
 - * b. Place the following minutes on file:
 - (1) Community Protection & Services Committee – 1/4/23
 - (2) Finance/Purchasing & Building Committee – 1/31/23
 - (3) Harbor Commission – 2/13/23
 - (4) Aesthetic Design & Site Plan Review Board – 2/13/23
 - * c. Place the following reports on file:
 - (1) Fire Department Report – January 2023
 - (2) Police Department Report – January 2023
 - * d. Consideration of: Approval of beverage operator licenses.
 - * e. Consideration of: Approval of Temporary Class B Beer and Class B Wine licenses.
 - * f. Consideration of: Approval of Street Closure Application for Destination Sturgeon Bay for St. Patrick's Day Parade.
 - * g. Community Protection & Services Committee recommendation re: Approve changes presented in Section 6.28 – Outdoor Wood Burning Furnaces Prohibited.

- * h. Finance/Purchasing & Building Committee recommendation re: Approve the bid from Onterra, LLC for updating the Aquatic Plant Management Plan as outlined in the RFP in an amount not to exceed \$33,790.
- * i. City Plan Commission recommendation re: Approve a zoning map amendment from General Commercial (C-1) to Mixed Residential-Commercial (C-5) for parcel 281-64-63000105B located at 11 Green Bay Road, owned by Robert Scaturo.

9. Mayoral Appointments.

10. Second reading of ordinance re: Repeal and recreate Section 20.27 of the Municipal Code – Zoning Code. (Dimensional requirements to lot size and setbacks.)

11. Second reading of ordinance re: Officially Designating Zoning District Classification for Property which was annexed by Ordinance #1418-1122. (Fleet Farm)

12. First reading of ordinance re: Rezone Parcel 281-64-63000105B located at 11 Green Bay Road, owned by Robert Scaturo.

13. First reading of ordinance re: Create Section 6.28 if the Municipal Code – Outdoor Wood Burning Furnace Prohibited.

14. City Plan Commission recommendation re: Amend the minimum floor area per dwelling unit under Section 20.27(2) of the Zoning Code to create a category for efficiency (studio) style dwelling units with a minimum floor area of 450 square feet for all zoning districts where multiple-family dwellings are allowed.

15. Harbor Commission recommendation re: Accept the 2023 Harbor Improvement Plan.

16. Consideration of: Driveway to Hwy 42-57 for Kwik Trip. (Public input will be allowed for this item.)

17. Finance/Purchasing & Building Committee recommendation re: Approve the Development Agreement with Cobblestone Hotels subject to City Attorney review.

18. City Administrator report.

19. Mayor's report.

20. Convene in closed session in accordance with the following exemption:

Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Wis. Stats. 19.85(1)(e)

Consideration of: Development Agreement and Incentives for Cobblestone Hotel Project.

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

21. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 2-17-23

Time: 12:00pm

By: JM

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



Door County Granary

Project Update for the City of Sturgeon Bay

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

SBHSF Board President: Laurel Hauser, 920-493-0572, lduffinhauser@gmail.com

January and February 2023

Construction

- LA DALLMAN Architects and Beane Engineering are working on completing Phase II construction documents. See Granary Phase II Design Schedule.
- Custom window design for operating mechanism being finalized with LA DALLMAN and Gallas Metalworks.

Fundraising

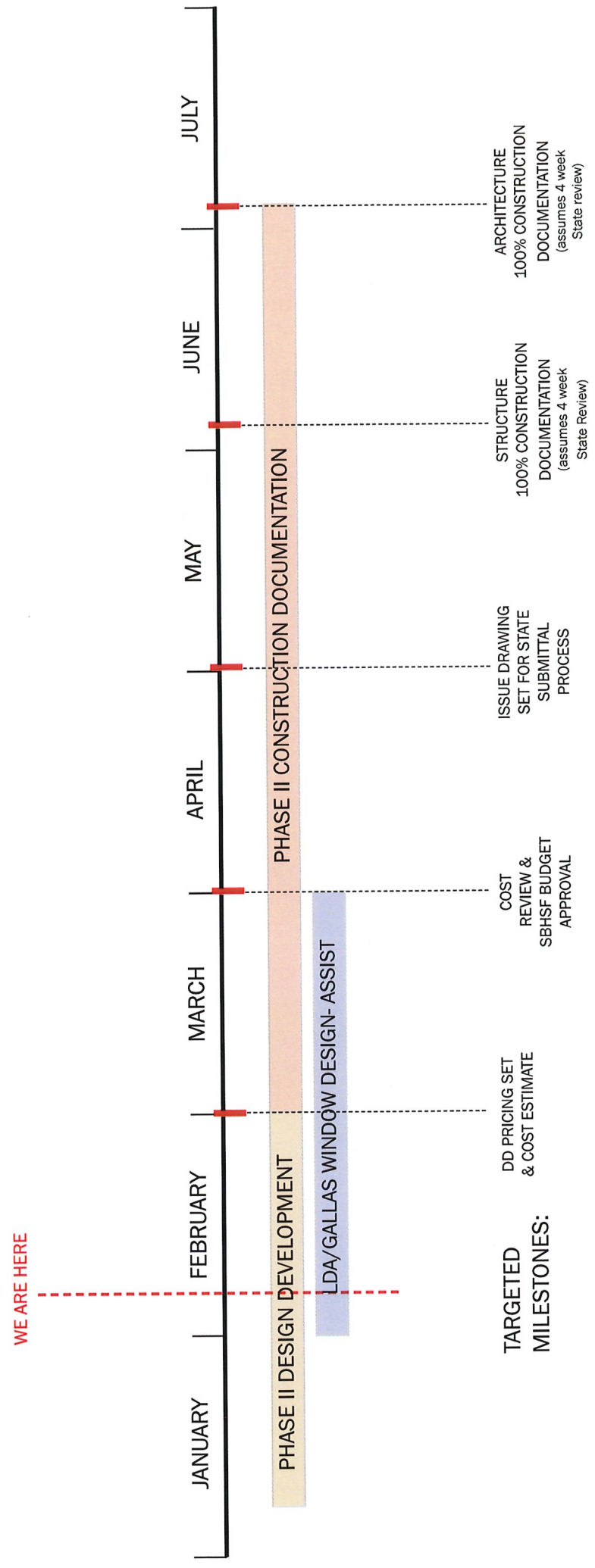
- SBHSF will apply through the USDA's Rural Development to secure the \$3.3 million congressionally directed spending.
- SBHSF worked with Marty Olejniczak to submit WEDC's Vibrant Spaces grant application. SBHSF requested \$50,000 towards construction of the public restrooms. Thank you, Marty, for helping us submit a strong application.

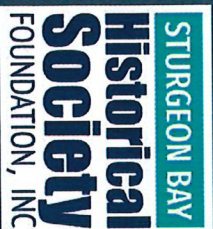
Development Agreement

- SBHSF will reach out to the city administration in the coming weeks to discuss an extension to the development agreement.

DRAFT

GRANARY PHASE II DESIGN SCHEDULE -
02.08.2023





THURSDAY 7PM
MARCH 2

Third Avenue PlayWorks

239 N. Third Avenue,
in historic downtown Sturgeon Bay

A complimentary dessert bar featuring
favorite turn-of-the-20th-century desserts
and other historic Sturgeon Bay sweets,
as well as tea and coffee, will be available.
Wine and beer available for purchase.

The Sturgeon Bay Historical Society hosts **How Grain Elevators Transformed America**

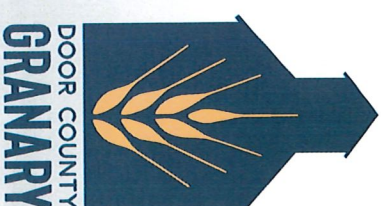
A look at how the Teweles and Brandeis
grain elevator fit within the context of
the economic conditions of the Gilded
Age, when the elevator first began



Presenter: Larry Desotell

operation. Art, music, literature, and
photographs bring this segment of
Sturgeon Bay's history to life and show how
one grain elevator in Sturgeon Bay was part
of the historic fabric of the country in the late
nineteenth, early twentieth century.

FREE & OPEN TO THE PUBLIC
Donations to support the renovation of the
Door County Granary gratefully accepted.



*...one grain elevator was part of
the historic fabric of the country...*

Photo courtesy of the Wisconsin Historical Society

DATE: 02/14/1923
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7.

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

7.

INVOICES DUE ON/BEFORE 02/21/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
CITY COUNCIL				
03133	CELLCOM WISCONSIN RSA 10	01/23 3 ALDER CELLPHONES	01-105-000-58999	100.16
TOTAL				100.16
TOTAL CITY COUNCIL				100.16
LAW/LEGAL				
AMUNDSEN	AMUNDSEN DAVIS, LLC	12/22 RIGHT OF WAY-RUENGER	01-110-000-55010	1,144.00
AMUNDSEN		11/22 & 12/22 GEN LEGAL MATTERS	01-110-000-55010	2,522.00
AMUNDSEN		12/22 CROSSROADS EASEMENT	01-110-000-55010	1,118.00
AMUNDSEN		12/22 T BECK PROPERTIES	01-110-000-55010	78.00
BUELOW	BUELOW, VETTER, BUIKEMA,	01/23 GENERAL LABOR MATTERS	01-110-000-57900	1,885.00
TOTAL				6,747.00
TOTAL LAW/LEGAL				6,747.00
CITY CLERK-TREASURER				
04650	DOOR COUNTY REGISTER OF DEEDS	01/23 FILINGS	01-115-000-56350	30.00
04650		COPIES	01-115-000-56350	1.50
17700	QUILL CORPORATION	LABELS/ORANGE END TAB FOLDERS	01-115-000-51950	99.98
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	PENS	01-115-000-51950	7.85
BUBRICKS		#10 ENVELOPES	01-115-000-51950	157.62
BUBRICKS		EXPANDABLE FOLDERS	01-115-000-51950	68.79
BUBRICKS		POCKET FOLDERS	01-115-000-51950	100.56
TOTAL				466.30
TOTAL CITY CLERK-TREASURER				466.30
COMPUTER				
04696	DOOR COUNTY TREASURER	01/23 INTERNET USAGE	01-125-000-55550	100.00
04696		01/23 1ST QTR SOFTWARE	01-125-000-55550	2,472.59
04696		25 ADDTL SBPD NETMOTION	01-125-000-55550	2,750.68
04696		ANNL WISCNET FEE	01-125-000-55550	470.00
04696		01/23 4G INTERNET	01-125-000-55550	375.00
04696		4TH QTR FIBER LOCATES	01-125-000-55550	112.34
HARRIS	HARRIS COMPUTER SYSTEMS	BAL MSI HOST MAINT ESS ADD ON	01-125-000-55550	50.00
TOTAL				6,330.61
TOTAL COMPUTER				6,330.61
BUILDING/ZONING CODE ENFORCEMENT				
DCI	DOOR COUNTY INSPECTIONS, LLC	01/23 PERMITS	01-140-000-55010	8,454.84
TOTAL				8,454.84
TOTAL BUILDING/ZONING CODE ENFORCEMENT				8,454.84

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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/21/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
CITY HALL				
19880	STURGEON BAY UTILITIES	421 MICHIGAN STREET	01-160-000-56150	2,608.04
19880		421 MICHIGAN STREET	01-160-000-58650	207.26
VIKING	VIKING ELECTRIC SUPPLY, INC	LED LAMPS	01-160-000-55300	74.48
TOTAL				2,889.78
TOTAL CITY HALL				2,889.78
INSURANCE				
MCCLONE	MCCLONE AGENCY, INC	03/23 WORK COMP	01-165-000-58750	12,661.00
MCCLONE		03/23 GEN LIABILITY	01-165-000-56400	2,818.00
MCCLONE		03/23 POLICE LIABILITY	01-165-000-57150	1,452.00
MCCLONE		03/23 PUBLIC OFFICIAL LIABILITY	01-165-000-57400	2,407.00
MCCLONE		03/23 CYBER LIABILITY	01-165-000-55450	293.00
MCCLONE		03/23 AUTO LIABILITY	01-165-000-55450	1,506.00
MCCLONE		03/23 AUTO PHYSICAL DAMAGE	01-165-000-55450	2,338.00
TOTAL				23,475.00
TOTAL INSURANCE				23,475.00
GENERAL EXPENDITURES				
04696	DOOR COUNTY TREASURER	CISCO PHONE MAINTENANCE	01-199-000-58200	1,437.85
04696		01/23 CITY HALL PHONES	01-199-000-58200	44.30
04696		01/23 FIRE PHONES	01-199-000-58200	12.51
04696		01/23 MUNICIPAL SVC PHONES	01-199-000-58200	12.63
04696		01/23 POLICE PHONES	01-199-000-58200	23.45
CIVIC	CIVIC PLUS LLC	ONLINE MUNIC CODE HOSTING	01-199-000-51100	950.00
TOTAL				2,480.74
TOTAL GENERAL EXPENDITURES				2,480.74
POLICE DEPARTMENT/PATROL				
03133	CELLCOM WISCONSIN RSA 10	01/23 CRADELPOINT PORT SEC CAM	01-215-000-58999	53.67
19880	STURGEON BAY UTILITIES	SUNSET PRK BT LAUNCH	01-215-000-56150	13.39
19880		110 S NEENAH AVE CAMERA	01-215-000-56150	18.64
19880		724 SHORECREST RD CAMERA	01-215-000-56150	14.98
KWIKTRIP	KWIK TRIP INC	OUT OF TOWN FUEL	01-215-000-51650	29.36
PREVEA	PREVEA HEALTH OCCUPTNL HEALTH	HEALTH SCREEN/COYHIS	01-215-000-57100	468.50
R0000608	AUTO ZONE, INC	BATTERY REPLACE/CSO SQUAD	01-215-000-58600	142.99
TOTAL				741.53
TOTAL POLICE DEPARTMENT/PATROL				741.53
POLICE DEPT. / INVESTIGATIONS				
ACCURINT	LEXISNEXIS RISK SOLUTIONS	01/23 CONTRACT FEE	01-225-000-57950	110.78

INVOICES DUE ON/BEFORE 02/21/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
TOTAL				110.78
TOTAL POLICE DEPT. / INVESTIGATIONS				110.78
FIRE DEPARTMENT				
FIRE DEPARTMENT				
04575	DOOR COUNTY HARDWARE	PAINT/ROLLERS/BRUSH/TRIM MARK	01-250-000-54999	91.53
04575		PAINT TAPE/CAULK/BLADE/FASTENR	01-250-000-54999	40.96
04575		FASTENERS	01-250-000-54999	9.46
04575		FASTNERS/ANGLE STEEL/TIES	01-250-000-54999	38.92
04575		AIR FILTER	01-250-000-54999	19.99
04575		SANDPAPER/ROLLER	01-250-000-54999	16.98
04575		FLR MACHINE PADS	01-250-000-54999	49.95
04575		FASTENERS	01-250-000-54999	15.68
04575		FASTENERS	01-250-000-54999	10.76
04600	DOOR COUNTY MEDICAL CENTER	RETURN TO WORK PHYSICAL	01-250-000-57100	608.00
04696	DOOR COUNTY TREASURER	01/23 FUEL	01-250-000-51650	35.46
13320	JEFFERSON FIRE & SAFETY, INC	ANNL BREATHING AIR TEST/MAINT	01-250-000-56250	1,188.77
16570	PIONEER FIRE COMPANY	UNIFORMS	01-250-000-52900	279.00
19880	STURGEON BAY UTILITIES	92 E MAPLE STREET	01-250-000-56675	6.22
19880		MARTIN PARK RESTROOM	01-250-000-56675	6.22
19880		421 MICHIGAN STREET	01-250-000-56675	133.25
19880		TRUCK FILL	01-250-000-56675	41.00
19880		MEM FLD WARMING HOUSE	01-250-000-56675	49.73
19880		835 N 14TH AVE-	01-250-000-56675	49.73
19880		GARLAND PARK	01-250-000-56675	6.22
19880		SUNSET CONSN CNTR	01-250-000-56675	49.73
19880		FRANK GRASSE MEM SHELTER	01-250-000-56675	15.54
19880		OTUMBA PARK	01-250-000-56675	6.22
19880		WEST SIDE WARMING HOUSE	01-250-000-56675	6.22
19880		WEST SIDE FIRE STATION	01-250-000-56675	49.73
19880		WEST SIDE FIRE STATION	01-250-000-56150	185.02
19880		WEST SIDE FIRE STATION	01-250-000-58650	89.85
19880		38 S NEENAH AVE PAVILLION	01-250-000-56675	6.22
19880		38 S NEENAH AVE RESTROOM	01-250-000-56675	31.08
19880		WEST SIDE BALLFLD LITES	01-250-000-56675	31.08
19880		GIRLS LITTLE LEAGUE	01-250-000-56675	49.73
19880		FIRE TRAINING SITE	01-250-000-56675	6.22
19880		FIRE TRAINING SITE	01-250-000-56150	13.39
19880		QUINCY ST BALLFLD	01-250-000-56675	49.73
19880		1ST AVE MARINA/RESTROOM	01-250-000-56675	49.73
19880		KENTUCKY ST CITY PKG RAMP	01-250-000-56675	6.22
19880		CITY MARINA	01-250-000-56675	49.73
19880		SIGN SHED	01-250-000-56675	6.22
19880		CHERRY BLOSSOM PRK	01-250-000-56675	15.54
EMERTECH	EMERGENCY TECHNICAL DECON	1/2 GEAR CLEANING	01-250-000-56250	3,935.00
KWIKTRIP	KWIK TRIP INC	01/23 FUEL CHARGES	01-250-000-51650	1,540.96
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	WIRE LOOM/RETAINERS/TRIM PANEL	01-250-000-53000	53.44
O'REILLY		SPREADER	01-250-000-53000	1.12
O'REILLY		AIR BRK FTG/CABLE TIE	01-250-000-53000	25.98
O'REILLY		ABSORBENT	01-250-000-53000	142.87
O'REILLY		POLISH/AUTOCLOTH/MICROFIBER	01-250-000-53000	46.45
PAULCONW	PAUL CONWAY SHIELDS	STORAGE BOTTLE REPLACEMENT	01-250-000-51350	1,957.58
R0000379	BELSON CO	WASHING MACHINE ANNL MAINT	01-250-000-56250	200.00

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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/21/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
FIRE DEPARTMENT				
FIRE DEPARTMENT				
TOTAL FIRE DEPARTMENT				11,318.43
TOTAL FIRE DEPARTMENT				11,318.43
STREET SWEEPING				
MACQUEEN	MACQUEEN EQUIPMENT, LLC	REBUILD BRUSH/PAN ASSMBLY SWPR	01-330-000-51400	5,387.32
MACQUEEN		LINK	01-330-000-51400	593.84
MACQUEEN		WASHERS	01-330-000-51400	2.88
MACQUEEN		FREIGHT	01-330-000-51400	18.21
TOTAL				6,002.25
TOTAL STREET SWEEPING				6,002.25
CURB/GUTTER/SIDEWALK				
04575	DOOR COUNTY HARDWARE	SAWZALL/CIRCULAR SAW	01-440-000-54999	499.98
TOTAL				499.98
TOTAL CURB/GUTTER/SIDEWALK				499.98
STREET MACHINERY				
04575	DOOR COUNTY HARDWARE	SAWZAL BLADE	01-450-000-52150	14.99
04575		TARP STRAP	01-450-000-51400	5.58
04575		PAINT	01-450-000-52150	27.96
04575		TIRE BRUSH/STAIN	01-450-000-52150	67.58
04575		CLEANER	01-450-000-52150	17.98
04575		FASTENERS/DRILL BITS	01-450-000-52150	14.22
04575		STIHL WEDGES	01-450-000-51400	16.98
04575		CABLE TIES	01-450-000-52150	9.59
04575		SPRAY PAINTS	01-450-000-52150	27.96
06012	FASTENAL COMPANY	1/4' HARDWARE	01-450-000-54999	28.37
08225	HERLACHE SMALL ENGINE	COUPLER	01-450-000-52150	91.47
20725	T R COCHART TIRE CENTER	TIRES/DISPOSALS	01-450-000-53000	560.00
20725		FLAT	01-450-000-53000	30.00
ADVAUTO	GENERAL PARTS DISTRIBTION LLC	FUSES/AIR/FILTER/LUBE	01-450-000-52150	194.92
ADVAUTO		AIR/FUSE/LUBE	01-450-000-53000	36.21
ADVAUTO		BELT	01-450-000-53000	11.41
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	TIRES	01-450-000-53000	125.95
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	FILTER/FUEL CAP/TAILOPIPE/NECK	01-450-000-53000	76.20
O'REILLY		ASSORTED SUPPLIES	01-450-000-53000	226.59
O'REILLY		CREDIT	01-450-000-53000	-1.26
O'REILLY		CREDIT	01-450-000-53000	-63.47
RESLER	TROY RESLER	EXPLORER TAILLIGHT	01-450-000-53000	163.53
RIESTER	RIESTERER & SCNELL INC.	GROMETS	01-450-000-53000	20.85
RIESTER		FREIGHT	01-450-000-53000	25.19
TOTAL				1,728.80
TOTAL STREET MACHINERY				1,728.80

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DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/21/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
CITY GARAGE				
04575	DOOR COUNTY HARDWARE	LED BULBS	01-460-000-55300	339.96
04575		DEWALT PLANER	01-460-000-52700	449.00
19880	STURGEON BAY UTILITIES	SALT SHED	01-460-000-56150	13.39
19880		835 N 14TH AVE-	01-460-000-56150	921.55
19880		835 N 14TH AVE-	01-460-000-58650	94.49
AMERWELD	AMERICAN WELDING & GAS, INC	MONTHLY GAS BOTTLE RENTAL	01-460-000-58999	161.51
VIKING	VIKING ELECTRIC SUPPLY, INC	FLUORESCENT BULBS	01-460-000-55300	456.03
TOTAL				2,435.93
TOTAL CITY GARAGE				2,435.93
HIGHWAYS - GENERAL				
19880	STURGEON BAY UTILITIES	808 S DULUTH AVE SIGN	01-499-000-58000	17.91
19880		EGG HRBR RD TRFF LIGHT	01-499-000-58000	29.62
19880		N 14TH & EGG HRBR TRFFC LIGHT	01-499-000-58000	36.70
19880		2 TRFF WARNNG LITES/SPEED SIGN	01-499-000-58000	8.25
19880		MADISON AVE WS TRFF LITES	01-499-000-58000	135.40
19880		342 ORNAMENTAL ST LIGHTS	01-499-000-58000	5,197.82
19880		593 OVERHEAD ST LIGHTS	01-499-000-58000	6,835.45
19880		S LANSING & W WALNUT SIGN	01-499-000-58000	10.05
19880		1ST AVE EAST SIDE DOCK	01-499-000-58000	48.42
19880		OLD HWY RD SIGN	01-499-000-58000	18.51
TOTAL				12,338.13
TOTAL HIGHWAYS - GENERAL				12,338.13
PARK & RECREATION ADMIN				
PULSE	PENINSULA PULSE	ADVERTISING	01-500-000-57450	60.26
TOTAL				60.26
TOTAL PARK & RECREATION ADMIN				60.26
PARKS AND PLAYGROUNDS				
03025	CAPTAIN COMMODOES INC	BARK PARK-PORT A POTTI	01-510-000-58999	110.00
04575	DOOR COUNTY HARDWARE	PADLOCK/KEYS	01-510-000-51400	22.37
04575		CLEANER/PUTTY KNIFE/HOOKS/SCTN	01-510-000-52100	30.52
04575		TAPE MEASURE/UTILITY KNIFE	01-510-000-52700	29.98
04575		PAINT SUPPLIES	01-510-000-52100	34.54
04575		ASSORTED SUPPLIES	01-510-000-52700	223.54
04575		CREDIT	01-510-000-52700	-189.00
04575		GLUE/WOOD FILLER	01-510-000-52100	15.18
04575		PAINTING SUPPLIES	01-510-000-52100	168.28
04575		CREDIT	01-510-000-52100	-20.58
04575		MTL CUT WHEEL	01-510-000-52700	28.72
04575		CREDIT	01-510-000-52700	-28.72
04575		PAINT THINNER/BRUSHES	01-510-000-52100	28.77
04575		GOGGLES/AIR BLOWGUN KIT/HOOKS	01-510-000-51400	43.53

INVOICES DUE ON/BEFORE 02/21/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
04575		FLEX TAPE	01-510-000-52100	14.99
04575		FASTENERS/FLAT WASHER	01-510-000-51850	43.98
04575		PAINT SUPPLIES	01-510-000-52100	63.16
04575		GLASS CLEANER	01-510-000-51400	8.59
04575		PAINT	01-510-000-52100	77.98
04575		CLEAN CLOTHS	01-510-000-51400	16.99
04575		SOIL MATTOCK	01-510-000-51750	17.99
04575		DRILL/DRIVE SET 40PC	01-510-000-52700	29.99
04575		SALT	01-510-000-51900	45.54
04575		PAINT SUPPLIES	01-510-000-51400	130.95
04575		SANDDISC/UTILITY KNIFE	01-510-000-52100	34.16
04575		FASTENERS/CARR SCREW	01-510-000-51400	36.03
04575		FASTENERS	01-510-000-51400	20.24
04575		RECIP BLADE SET 10PC	01-510-000-52700	23.99
06012	FASTENAL COMPANY	HARDWARE	01-510-000-54999	56.65
06012		BOLT	01-510-000-54999	0.90
12100	LAMPERT YARDS INC	2X4'S	01-510-000-51800	15.12
12100		PLYWOOD	01-510-000-51800	45.64
12100		SCREWS	01-510-000-51800	6.45
19880	STURGEON BAY UTILITIES	MICHIGAN ST CHARGING STATION	01-510-000-56150	57.33
19880		MARTIN PARK PAVILLION	01-510-000-56150	13.39
19880		MARTIN PARK RESTROOM	01-510-000-58650	8.00
19880		MEM FLD WARMING HOUSE	01-510-000-56150	79.11
19880		MEM FLD WARMING HOUSE	01-510-000-58650	250.65
19880		GARLAND PARK	01-510-000-56150	13.39
19880		GARLAND PARK	01-510-000-58650	8.00
19880		SUNSET CONSN CNTR	01-510-000-56150	226.88
19880		SUNSET CONSN CNTR	01-510-000-58650	52.16
19880		FRANK GRASSE MEM SHELTER	01-510-000-56150	15.47
19880		FRANK GRASSE MEM SHELTER	01-510-000-58650	11.40
19880		OTUMBA PARK	01-510-000-56150	14.98
19880		OTUMBA PARK	01-510-000-58650	8.00
19880		WEST SIDE WARMING HOUSE	01-510-000-56150	126.56
19880		WEST SIDE WARMING HOUSE	01-510-000-58650	17.76
19880		MADISON AVE CHARGING STATION	01-510-000-56150	71.77
19880		JAYCEE BALFLD STAND	01-510-000-56150	13.39
19880		3RD AVE POWER PANEL	01-510-000-56150	18.40
19880		41 MICHIGAN FLAG LIGHT	01-510-000-56150	32.29
19880		MEM FLD PKG LOT	01-510-000-56150	28.40
19880		WEST SIDE BALLFLD LITES	01-510-000-58650	18.00
19880		MEM FLD COMPLEX	01-510-000-56150	188.48
19880		GIRLS LITTLE LEAGUE	01-510-000-58650	51.40
19880		OTUMBA PRK WALKWAY	01-510-000-56150	18.77
19880		QUINCY ST BALLFLD	01-510-000-58650	27.00
19880		1ST AVE CHARGING STATION	01-510-000-56150	44.02
19880		SIGN SHED	01-510-000-56150	75.91
19880		SIGN SHED	01-510-000-58650	17.76
19880		CHERRY BLOSSOM PRK	01-510-000-56150	13.39
19880		CHERRY BLOSSOM PRK	01-510-000-58650	24.28
19959	SUPERIOR CHEMICAL CORP	URINE CATCHERS	01-510-000-51850	187.50
19959		FREIGHT	01-510-000-51850	16.11
R0000807	MARK THIEDE	2023 1ST HARMONY INSTALL	01-510-000-58999	9,666.66
WARNER	WARNER-WEXEL LLC	HAND SOAP DISPENSER	01-510-000-51850	39.90
TOTAL				12,642.98
TOTAL PARKS AND PLAYGROUNDS				12,642.98

INVOICES DUE ON/BEFORE 02/21/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
ICE RINKS				
04575	DOOR COUNTY HARDWARE	CN SCREWS/MAXFIT BIT	01-530-000-54999	31.98
TOTAL				31.98
TOTAL ICE RINKS				31.98
MUNICIPAL DOCKS				
19880	STURGEON BAY UTILITIES	36 S NEENAH PKG LOT LIGHTS	01-550-000-56150	192.88
19880		38 S NEENAH AVE PAVILLION	01-550-000-56150	25.11
19880		38 S NEENAH AVE PAVILLION	01-550-000-58650	8.00
19880		38 S NEENAH AVE RESTROOM	01-550-000-56150	168.04
19880		38 S NEENAH AVE RESTROOM	01-550-000-58650	18.00
TOTAL				412.03
TOTAL MUNICIPAL DOCKS				412.03
WATER WEED MANAGEMENT				
04575	DOOR COUNTY HARDWARE	FASTENERS	01-560-000-51400	0.39
13360	MENARDS-GREEN BAY EAST	SCREWS/CLAMPS/SUPPLIES	01-560-000-51400	75.06
TOTAL				75.45
TOTAL WATER WEED MANAGEMENT				75.45
WATERFRONT PARKS & WALKWAYS				
19880	STURGEON BAY UTILITIES	DC MUSEUM WALKWAY	01-570-000-56150	74.66
19880		DC MUSEUM PKG LOT	01-570-000-56150	132.09
19880		JUNIPER ST WALKWAY	01-570-000-56150	41.95
19880		JUNIPER ST PARKING LOT	01-570-000-56150	31.80
19880		PENNSYLVANIA ST DOCK	01-570-000-58650	28.94
19880		48 KENTUCKY ST WTRFRNT	01-570-000-56150	166.67
19880		92 E MAPLE ST DOCK	01-570-000-58650	16.22
19880		1ST AVE MARINA/RESTROOM	01-570-000-56150	558.50
19880		1ST AVE MARINA/RESTROOM	01-570-000-58650	51.40
19880		KENTUCKY ST CITY PKG RAMP	01-570-000-56150	282.87
19880		CITY MARINA	01-570-000-58650	27.00
TOTAL				1,412.10
TOTAL WATERFRONT PARKS & WALKWAYS				1,412.10
PUBLIC FACILITIES				
04696	DOOR COUNTY TREASURER	4TH QTR LIBRARY MAINTENANCE	01-700-000-56850	13,841.53
TOTAL				13,841.53
TOTAL PUBLIC FACILITIES				13,841.53

INVOICES DUE ON/BEFORE 02/21/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
COMMUNITY & ECONOMIC DEVLPMT				
14963	WI DEPT OF FINANCIAL INST	NOTARY/C SOMMER	01-900-000-56000	20.00
PREVEA	PREVEA HEALTH OCCUPTNL HEALTH	PRE EMPLOY SCREEN/SERVIA	01-900-000-57100	39.85
TOTAL				59.85
TOTAL COMMUNITY & ECONOMIC DEVLPMT				59.85
TOTAL GENERAL FUND				114,656.44
CAPITAL FUND				
CITY HALL				
CITY HALL EXPENSE				
04966	EAGLE MECHANICAL INC	INS CLAIM WS FIRE KTCHN	10-160-000-59015	458.08
04966		WATER HEATER REPAIR	10-160-000-59015	102.92
12100	LAMPERT YARDS INC	DRYWALL/2X4X16" TREATED	10-160-000-59040	221.26
19275	SHERWIN WILLIAMS	OFFICE PAINT	10-160-000-59040	85.94
TOTAL CITY HALL EXPENSE				868.20
TOTAL CITY HALL				868.20
GENERAL EXPENDITURES				
GREATER	GREATER MILWAUKEE FOUNDATION	GR MKE FND 2018 GRT RMB LL	10-199-000-58900	36,902.00
TOTAL				36,902.00
TOTAL GENERAL EXPENDITURES				36,902.00
PATROL				
PATROL				
SPILLMAN	MOTOROLA SOLUTIONS, INC	2021 STATELINK SOFTWARE/MAINT	10-215-000-59000	19,610.21
TOTAL PATROL				19,610.21
TOTAL PATROL				19,610.21
FIRE DEPARTMENT				
EXPENSE				
GENERAL	GENERAL COMMUNICATIONS, INC.	LED LIGHTS	10-250-000-59060	1,370.00
PORT	WEST MARINE PRODUCTS INC	ELECTRICAL COMPONENTS U726	10-250-000-59060	164.41
TOTAL EXPENSE				1,534.41
TOTAL FIRE DEPARTMENT				1,534.41
ROADWAYS/STREETS				
ROADWAYS/STREETS				
R0000421	WI DEPT OF TRANSPORTATION	Hwy 42/57 INTERSECTIONS	10-400-000-59095	4,454.41
TOTAL ROADWAYS/STREETS				4,454.41

INVOICES DUE ON/BEFORE 02/21/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
APITAL FUND				
ANNUAL RESURFACING & BASE REP.				
ANNUAL RESURFACING & BASE REP.				
12110	LANGE ENTERPRISES INC	TRAFFIC CONTROL SIGNS	10-400-110-59095	1,278.91
BODART	BODART ELECTRIC SERVICE, INC	MAPLE/MADISN TRFFC LITE REPAIR	10-400-110-59095	811.25
TOTAL ANNUAL RESURFACING & BASE REP.				2,090.16
TOTAL ROADWAYS/STREETS				6,544.57
PARKS AND PLAYGROUNDS				
PARKS AND PLAYGROUNDS				
FERGUSON	FERGUSON WATERWORKS #1476	CATCH BASIN/CASTINGS-OTUMBA	10-510-000-59075	2,534.00
TOTAL PARKS AND PLAYGROUNDS				2,534.00
TOTAL PARKS AND PLAYGROUNDS				2,534.00
TOTAL CAPITAL FUND				67,993.39
TID #4 DISTRICT				
TID #4 DISTRICT				
TID #4 DISTRICT				
AMUNDSEN	AMUNDSEN DAVIS, LLC	11/22 GEN LEGAL MATTERS	28-340-000-55001	416.00
TOTAL TID #4 DISTRICT				416.00
TOTAL TID #4 DISTRICT				416.00
TOTAL TID #4 DISTRICT				416.00
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
04575	DOOR COUNTY HARDWARE	FASTENERS	60-000-000-53000	6.00
20725	T R COCHART TIRE CENTER	RECAPS/DISPOSAL	60-000-000-52850	1,575.00
20725		4 TIRE CHANGES	60-000-000-52850	120.00
20725		TIRES/TIRE CHANGES	60-000-000-52850	1,236.00
GFLENVIR	GFL ENVIRONMENTAL, INC	217.34 TN GARBAGE	60-000-000-58300	15,324.66
GFLENVIR		83.92 TN RECYLCE	60-000-000-58300	1,398.13
JX ENT	JX ENTERPRISES, INC.	SLACK ADJUSTER	60-000-000-53000	291.98
RESLER	TROY RESLER	SOLENOID VALVE	60-000-000-53000	30.54
RESLER		SOLENOID VALVE	60-000-000-53000	30.54
TOTAL SOLID WASTE ENTERPRISE FUND				20,012.85
TOTAL SOLID WASTE ENTERPRISE FUND				20,012.85
TOTAL SOLID WASTE ENTERPRISE				20,012.85
COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
19880	STURGEON BAY UTILITIES	92 E MAPLE STREET	64-000-000-58999	2.00

DATE: 02/14/1923
TIME: 14:34:06
D: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/21/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
19880		MARTIN PARK RESTROOM	64-000-000-58999	2.00
19880		421 MICHIGAN STREET	64-000-000-58999	10.00
19880		MEM FLD WARMING HOUSE	64-000-000-58999	6.00
19880		835 N 14TH AVE-	64-000-000-58999	6.00
19880		GARLAND PARK	64-000-000-58999	2.00
19880		SUNSET CONSN CNTR	64-000-000-58999	6.00
19880		FRANK GRASSE MEM SHELTER	64-000-000-58999	2.00
19880		OTUMBA PARK	64-000-000-58999	2.00
19880		WEST SIDE WARMING HOUSE	64-000-000-58999	2.00
19880		WEST SIDE FIRE STATION	64-000-000-58999	6.00
19880		38 S NEENAH AVE PAVILLION	64-000-000-58999	2.00
19880		38 S NEENAH AVE RESTROOM	64-000-000-58999	4.00
19880		WEST SIDE BALLFLD LITES	64-000-000-58999	4.00
19880		GIRLS LITTLE LEAGUE	64-000-000-58999	6.00
19880		COMPOST SITE	64-000-000-56150	13.39
19880		FIRE TRAINING SITE	64-000-000-58999	2.00
19880		QUINCY ST BALLFLD	64-000-000-58999	6.00
19880		1ST AVE MARINA/RESTROOM	64-000-000-58999	6.00
19880		KENTUCKY ST CITY PKG RAMP	64-000-000-58999	2.00
19880		CITY MARINA	64-000-000-58999	6.00
19880		SIGN SHED	64-000-000-58999	2.00
19880		CHERRY BLOSSOM PRK	64-000-000-58999	2.00
TOTAL COMPOST SITE ENTERPRISE FUND				101.39
TOTAL COMPOST SITE ENTERPRISE FUND				101.39
TOTAL COMPOST SITE ENTERPRISE FUND				101.39
TOTAL ALL FUNDS				203,180.07

MANUAL CHECKS

DELTA DENTAL	\$6,233.49
02/01/23	
Check # 91403	
02/23 Dental Insurance	
Various Departmental Accounts	
 EFT GROUP INSURANCE	 \$125,612.72
02/01/23	
Check # 91403	
02/23 Health Insurance	
Various Departmental Accounts	
 EMPLOYEE BENEFITS CORP.	 \$30.00
02/09/23	
Check 91502	
FSA/COBRA/HRA	
01-600-000-50510	
 SPECTRUM	 \$181.98
02/10/23	
Check #91506	
01/23 Statement Charges	
Various Departmental Accounts	
 SECURIAN FINANCIAL GROUP	 \$ 2,674.11
02/10/23	
Check # 91507	
03/23 Life Insurance	
01-600-000-50552	
 AT&T FIRST MOBILITY	 \$1,530.43
02/10/23	
Check # 91509	
01/23 Police Cellphone Statement	
01-215-000-58250	
 TOTAL MANUAL CHECKS	 \$ 136,262.73

DATE: 02/14/1923
TIME: 14:34:06
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/21/2023

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

GENERAL FUND	114,656.44	250,919.17
CAPITAL FUND	67,993.39	
TID #4 DISTRICT	416.00	
SOLID WASTE ENTERPRISE	20,012.85	
COMPOST SITE ENTERPRISE FUND	101.39	

TOTAL --- ALL FUNDS	203,180.07	339,442.80

Aileen Bacon 2-14-23
John Winkundt 2/14/23

COMMON COUNCIL
February 7, 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, Gustafson, Nault, Wiederanders and Reeths were present. Williams was excused.

Nault/Gustafson to adopt the agenda. Carried.

Julie Gilbert, John Jarosh, Julianna Behme, and Cam Kwaterski were present to educate the Council on the Community Investment Fund.

No one spoke during public comment.

Bacon/Wiederanders to approve following bills: General Fund – \$321,189.30, Capital Fund - \$64,518.72, TID #2 - \$323.00, TID #4 - \$312.00, Solid Waste Enterprise Fund - \$11,905.06 and Compost Site Enterprise Fund - \$772.30 for a grand total of \$405,451.37. Roll call: All voted aye. Carried.

Reeths/Statz to approve consent agenda:

- a. Approval of 1/17/23 regular Common Council minutes.
- b. Place the following minutes on file:
 - (1) Joint Park & Recreation Committee/Board – 8/24/22
 - (2) Joint Park & Recreation Committee/Board – 9/28/22
 - (3) Aesthetic Design & Site Plan Review Board – 1/9/23
 - (4) Finance/Purchasing & Building Committee – 1/10/23
 - (5) City Plan Commission – 1/18/23
 - (6) Personnel Committee – 1/30/23
- c. Place the following reports on file:
 - (1) Fire Department Report – December 2022
- d. Consideration of: Approval of beverage operator licenses.
- e. Consideration of: Approval of Class A Liquor license for Clario Farms, LLC.
- f. Consideration of: Approval of Temporary Class B Beer and Class B Wine license.
- g. Personnel Committee recommendation re: Approve the Hourly Holiday worked rate for all Part-Time Firefighters by Increasing the rate by \$20.00 per hour beginning January 1, 2023.
- h. Personnel Committee recommendation re: Approve the Memorandum of Understanding between the City of Sturgeon Bay and the Sturgeon Bay Firefighters Association, Local 2682, IAFF, AFL-CIO-CLC regarding Leave Donation.
- i. Personnel Committee recommendation re: Approve the language change in the Human Resources Policy by eliminating the language that reads “seasonal employee candidates shall be subject to a drug screen” and replace with “Seasonal employees may be subject to random drug testing.”
- j. City Plan Commission recommendation re: Apply General Commercial (C-1) as the official zoning classification for recently annexed property now known as parcel 281-66-13000600 on State Hwy 42/57.

Carried.

There were no mayoral appointments.

A public hearing re: Proposed amendments to Sturgeon Bay Zoning Code, Chapter 20-Section 20.27 Height and area regulations was opened at 6:34 pm and closed at 6:35 pm. No one spoke during the public hearing.

Reeths/Statz to read in title only the first reading of the ordinance re: Repeal and recreate Section 20.27 of the Municipal Code – Zoning Code. Carried.

Nault/Wiederanders to read in title only the first reading of the ordinance re: Officially designating zoning district classification for property which is annexed by Ordinance #1418-1122. Carried.

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the memorandum of understanding between Howard Immel, Inc and the City of Sturgeon Bay for industrial flex building as presented.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

Introduced by Community Development Director Olejniczak. Bacon/Gustafson to adopt. Carried.

Community Development Director Olejniczak summarized the Development Agreement and public improvements for the Fleet Farm Project.

Bacon/Gustafson to approve entering into a Development Agreement with Fleet Farm based upon the following parameters:

1. City agrees to contribute \$425,000 (about 1/3) toward the cost of the public street, intersection, and utility improvements for the project.
2. Fleet Farm agrees to dedicate the right-of-way needed for the extension of S. Grant Avenue through the property.
3. Fleet Farm agrees to construct the street and install utilities.
4. Fleet Farm agrees to a minimum assessed value of \$8 million for their property for a period of 10 years beginning with the first tax year following occupancy of the building.

Carried.

City Engineer Shefchik summarized the award of contract for the concrete replacement program for 2023. Gustafson/Nault to award the contract for Project 2301A – Concrete Replacement Program to Martell Construction, Inc. with unit pricing amounts totaling an estimated cost of \$410,512.19. Carried.

City Engineer Shefchik summarized the award of contract for the asphalt replacement program for 2023. Reeths/Wiederanders to award the contract for Project 2301B – Asphalt Replacement Program to Northeast Asphalt, Inc with unit pricing amounts totaling an estimated cost of \$681,745.11. Carried.

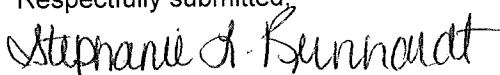
City Engineer Shefchik summarized the award of contract for the award of contract for Project 2302 – Otumba Park Playground Site Work. Nault/Gustafson to award the contract for Project 2302 – Otumba Park Playground Site Work to Triple P Inc. dba Peters Concrete Company with unit pricing amounts totaling an estimated cost of \$46,907.19. Carried.

City Administrator VanLieshout gave his report.

There was no mayoral report.

Nault/Wiederanders to adjourn. Carried. The meeting adjourned at 7:10 p.m.

Respectfully submitted,


Stephanie L. Reinhardt
City Clerk/HR Director

COMMUNITY PROTECTION & SERVICES COMMITTEE
January 4, 2023

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, and Mike Barker.

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 December 7, 2022
4. Public Comment of Agenda Items
5. Discussion of: Appointment of an Ad Hoc Committee for Natural Lawns
6. Adjourn

All Ayes. Carried.

Approval of Meeting Minutes

Moved by Ald. Reeths, seconded by Ald. Wiederanders to approve the December 7, 2022 minutes. All Ayes. Carried.

Public Comment

None

Ad Hoc Committee for Natural Lawns

Discussion on forming an Ad Hoc committee of neutral parties would be beneficial in process of allowing natural lawns in the City of Sturgeon Bay commenced.

The committee would focus on areas such as:

- Define what would be considered a natural lawn.
- Allowing only a certain percentage of a yard to be natural lawn.
- Consider lot size when allowing natural lawn.
- Address having lawn borders or parameters.
- Advise what species grow well in the environment; only allow those.
 - Mike Barker stated the Wisconsin DNR has a guide on their website that could be used in accordance with this.

The goal is to have the Ad Hoc assembled by February, they will meet a few times and then report back to CPS in March.

Chief Henry stated a permit should be designed laying out the purpose of having an explanation of structure/expectation for upkeep; otherwise it won't be able to be enforced.

If creating an ordinance is decided, the Municipal Services Director will manage its compliance.

Moved by Ald. Wiederanders seconded by Ald. Reeths to create an Ad Hoc committee for natural lawns in the City of Sturgeon Bay. This committee is to meet no more than three times, and report back to CPS in March. 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 4:57pm.

Respectfully submitted,

A handwritten signature in cursive script that reads "Sarah Spude-Olson".

Sarah Spude-Olson
Police Department Office Manager

FINANCE/PURCHASING & BUILDING COMMITTEE
January 31, 2023

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 Statz, City Administrator Van Lieshout, City Treasurer/Finance Director Clarizio, Municipal Services Director Barker, Police Chief Henry, Planning/Zoning Administrator Servia, Community Development Director Olejniczak, and Office Accounting Assistant II Metzger.

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

1. Roll call.
2. Adoption of agenda.
3. Public comment on agenda items and other issues related to finance & purchasing.
4. Consideration of: Award of Bid for updating the City of Sturgeon Bay's Aquatic Plant Management Plan.
5. Consideration of: Development Agreement and Incentives for Cobblestone Hotel Project.
6. Consideration of: Memorandum of Understanding-Howard Immel Inc. -Industrial flex Building.
7. Consideration of: Purchase of Property from Steve and Lori Ehlers (part of parcel # 281-62-15000116)
8. 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: Purchase of Property from Steve and Lori Ehlers (part of parcel # 281-62-15000116)
- b. Consideration of: Development Agreement and Incentives for Cobblestone Hotel Project.

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.

9. Review bills.
 10. Adjourn.
- Carried.

The following spoke during public comment on agenda items and other issues related to finance & purchasing: Chris Kellems, 120 Alabama.

Consideration of: Award of Bid for updating the City of Sturgeon Bay's Aquatic Plant Management Plan.

Municipal Services Director Barker presented the bid for updating the aquatic plant management plan. The 2023 capital budget allocated \$40,000 for updating the plan. One bid was received from Onterra, LLC in the amount of \$33,790.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to approve the bid from Onterra, LLC for updating the aquatic plant management plan as outlined

in the RFP in an amount not to exceed \$33,790. Carried.

Consideration of: Development Agreement and Incentives for Cobblestone Hotel Project:

Community Development Director Olejniczak explained that for some time Cobblestone Hotel has been looking at the possibility of building a hotel in the City. The City contracted with a consultant to perform a hotel market feasibility study which returned positive results. Seven sites were recommended, the site at the corner of 12th Ave and Egg Harbor Rd, in TID 6, was considered to be the most suited for the development. The owners of the site are interested in partnering with Cobblestone Hotels. Mr. Olejniczak stated upon discussions with City staff, Robert W Baird and Cobblestone, they have agreed to \$1.2 million total TIF assistance. \$600,000 of incentive would be paid after construction and occupancy. The remaining \$600,000 would be paid in annual installments of \$50,000 over 12 years. Cobblestone will guarantee an assessed value of at least \$6 million, which insures enough increment coming back to cover the City's investment and it would provide some excess increment that the City could use for other development needed in the TIF district such as addressing stormwater concerns.

Anna Jakubek of Cobblestone Hotels stated they approached the City in 2017 about building a hotel. They currently have 165 open properties, 11 currently under construction in 29 states. They specialize in building upper midscale hotels. Cobblestone is proposing a 62- room, 4 story hotel that will feature local historical artwork in the rooms and guest areas.

Consideration of: Memorandum of Understanding-Howard Immel Inc. -Industrial flex Building:

City Administrator Van Lieshout stated the City will be closing TID 1 soon which is largely the Industrial Park. The Industrial Park has experienced large amounts of growth and most of the land had been developed for manufacturing uses. A few years ago, the City purchased the Zak property for future expansion needs. DCEDC brought Immel Construction to the City with an interest in put up a specular flexible manufacturing building. The City and Immel are requesting to enter into a MOU to collaborate on the potential project.

Howard Immel, Inc representative Carol Karls explained they are interested in building a 50,000sq ft industrial flex building. It is speculative as we don't know what exactly is going into the space but it will be constructed with flexibility and with the ability to expand by another 50,000sq ft. At this stage there are a lot of steps yet to get to a workable project.

Alderperson Bacon questioned the difference between the current incubator and this project. DCEDC Executive Director Michelle Lawrie explained the incubator, incubates companies at a low rate for 5 years then they grow out of the spacing allowing new companies to come in. However, there has been lack of space for the businesses to grow and move out. This building would help some of the businesses to grow and have the space to do so. It will be market rates and will not act as an incubator.

City Administrator Van Lieshout commented that DCEDC will not own the industrial flex space they are supporting the project.

Community Development Director Olejniczak added that some infrastructure will be needed, with TID 1 soon to close the option is available to create another TID.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council approve the memorandum of understanding between Howard Immel, Inc. and the City of Sturgeon Bay for industrial flex building as presented. Carried.

Consideration of: Purchase of Property from Steve and Lori Ehlers (part of parcel #281-62-15000116):

Community Development Director Olejniczak stated Ehlers Insurance located on 12th Ave sits on a large site of which a portion of the site is vacant. The City has flooding and stormwater issues in the little creek

basin and to address the issue the City needs land to contain the water before it reaches the Georgia Street and 14th Ave intersection. The Ehlers land if acquired would used to construct a detention pond. The land is in TID 6 and the project is included in the project plan. The Ehlers are willing to have the City subdivide the property and sell approximately 74,000 sq. ft to the City. They prefer the City makes the initial financial offer.

After Alderperson Bacon announced the statutory basis, it was moved by Alderperson Williams, seconded by Alderperson Wiederanders to convene in closed session. Roll call: Alderpersons Bacon, Wiederanders and Williams voted aye. Carried. The meeting moved into closed session at 4:36 pm. The meeting reconvened at 5:01pm.

Moved by Alderperson Wiederanders, seconded by Alderperson Williams to recommend to Common Council to approve the development agreement with Cobblestone Hotels subject to City Attorney review. Carried.

Review bills

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

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to adjourn. Carried. The meeting 5:05pm.

Respectfully submitted,



Tricia Metzger

**Harbor Commission Meeting
February 13, 2023**

A meeting of the Harbor Commission was called to order by Chairperson Nault at 3:30 p.m. in Council Chambers, City Hall, 421 Michigan Street. Members Gary Nault, Robert Spude, Nancy Schopf, Paul Mickelson, Steve Propsom and Caitlin Oleson were present. Also present were City Administrator Josh VanLieshout, Municipal Services Director Mike Barker, Fire Chief Tim Dietman, and Community Development Director Marty Olejniczak and Municipal Services Assistant Colleen DeGrave.

Moved by Nancy Schopf, second by Robert Spude to adopt the following agenda:

1. Roll Call
2. Adoption of Agenda
3. Public Comment
4. Consideration of: Harbor Improvement Plan
5. Discussion of: Dunlap's Reef
6. Adjourn

Carried.

Public Comment:

Chris Kellems, 120 Alabama St. spoke.

Consideration of: Harbor Improvement Plan

Discussion took place regarding the City of Sturgeon Bay Harbor Improvement Plan. Chairperson Nault explained this is done every year to be eligible for DOT grants, and without the Harbor Improvement Plan in place, the City would not be eligible to apply for the grants. Municipal Services Director Mike Barker stated he recommended keeping the plan the same unless a different order of importance was desired.

Moved by Caitlin Oleson to move the second item of "dock wall along the Bayview business properties frontage" to third on the list, and move the "east side dock improvements" from third to second on the list. Second by Nancy Schopf. All in favor. Carried.

Discussion of: Dunlap's Reef

Chairperson Nault explained there have been incidents of boaters getting stuck on the reef or damage to boats due to the shallow depth at Dunlap's Reef. Discussion took place regarding education being the most important factor, and Chairperson Nault will check to see what the options for additional buoys would be.

Motion by Paul Mickelson, second by Steve Propsom to adjourn. Meeting adjourned at 4:19 p.m.

Respectfully Submitted,



Colleen DeGrave
Municipal Services Administrative Assistant

AESTHETIC DESIGN AND SITE PLAN REVIEW BOARD
Monday, February 13, 2023

The Aesthetic Design and Site Plan Review Board meeting was called to order at 6:00 p.m. by Chairperson Rick Wiesner in the Council Chambers, City Hall, 421 Michigan Street.

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

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

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from January 9, 2023.
4. Consideration of: Driveway connection to Highway 42-57 for Kwik Trip Store located on parcels at 957 STH 42-57 and 919 S. Duluth Avenue.
5. Consideration of: Building and site design of a Fleet Farm retail development located on the south side of State Highway 42/57 across from Grant Avenue, parcel #281-66-1300060.
6. Adjourn.

All ayes. Motion carried.

Approval of minutes from January 9, 2023: Moved by Ms. Jorns, seconded by Ms. Schopf to approve the minutes. All ayes. Motion carried.

Consideration of: Driveway connection to Highway 42-57 for Kwik Trip Store located on parcels at 957 STH 42-57 and 919 S. Duluth Avenue.

Mr. Olejniczak explained that the building design and site plan was approved at a previous meeting, with the exception of a proposed access driveway off of Highway 42-57 because the DOT had not determined at that time whether a median would be required west of the Duluth Avenue intersection. The DOT has now determined that, if Kwik Trip puts in an access driveway, a median will be required between Duluth Avenue and Ashland Avenue. The DOT also indicated that any new development would require the median, not just the Kwik Trip development.

Dana Anderson of Sturgeon Bay Metal Products, 1018 Green Bay Road, explained that her family has maintained the business at this location for 75 years on the north side of Highway 42-57. The proposed median would require any traffic, including semi-truck deliveries, to travel past their business and find a place to turn around before they could enter their business. She indicated there is no good place to turn a semi around along that stretch of highway. She feels the median would be dangerous and counter-productive to their business and questions whether Kwik Trip would consider eliminating the access driveway and use the site for signage directing traffic to the Duluth Avenue intersection. She is otherwise in full support of the Kwik Trip development and wants them to succeed at this location, but hopes for a better option than a median.

Jon Jarosh of Destination Door County, 1015 Green Bay Road, indicates their business will be impacted by the proposed median because west/south-bound traffic will not be able to turn into their business. He believes this would essentially cut their customer base in half. He appreciates the work the City has put into keeping the property owners informed and indicates he has reached out to Kwik Trip to acquire an easement that will allow Destination Sturgeon Bay to use their driveway for business purposes. He feels that Kwik Trip is open to this idea and they are actively working together.

Ms. Jorns motioned to deny the access driveway on Highway 42-57. Motion failed for lack of a second. Ms. Jorns questioned whether a median could eventually be extended all the way from Duluth Avenue to Grant

Avenue if the Fleet Farm development moves forward. Mr. Olejniczak indicated that is an unknown at this point and at the discretion of the DOT, but it is a possibility.

Mr. Augustson motioned to approve the driveway connection on Highway 42-57. Motion failed for lack of a second.

Vern Smith of Sturgeon Bay Metal Products questioned the data on accidents in front of their building and indicated nothing exists because it has always been a safe location. He feels their business is being negatively impacted for no apparent reason.

Eric Moe of 17 N. Hudson Avenue and an employee of Sturgeon Bay Metal Products indicated that a sign directing traffic to Duluth Avenue would be sufficient and is not in favor of the median. He doesn't believe Kwik Trip needs an additional access driveway on the highway and a median would create problems with delivery trucks entering their business. He also believes the median will create accidents when travelers attempt to "jump" the median when traveling from the east/north after missing the Duluth Avenue intersection.

Mr. Olejniczak indicated there is a private gravel road that runs behind Sturgeon Bay Metal Products that may be a potential option for semi deliveries to their business, but that would have to be looked into further. He also explained that the Board could put conditions on their approval of the access driveway, such as requiring that Kwik Trip grant easements to the Verlo Mattress and Destination Door County properties, or see if Kwik Trip would be open to helping the negatively affected businesses on the north side of the highway obtain better access to their businesses.

Eric Moe does not feel the gravel road would be a good option because it would require semis to make too many difficult turns. Mr. Augustson suggested that the business could enlarge their driveway to make semi access easier for turning around.

Carl Wennerstrand of 4408 Cherry Rd, Sturgeon Bay, feels that this issue is being rushed and more time should be taken to research and review the options and this should be set aside for future review.

Mr. Augustson motioned to approve the highway driveway connection with the condition that Kwik Trip grant easements to the Verlo Mattress and Destination Door County properties. Ms. Schopf seconded the motion. Mr. Augustson and Ms. Schopf voted aye, Ms. Jorns and Mr. Wiesner voted nay. Motion failed.

Mr. Wiesner motioned to deny the highway driveway access. Ms. Jorns seconded. Mr. Wiesner and Ms. Jorns voted aye, Mr. Augustson and Ms. Schopf voted nay. Motion failed.

Ms. Jorns motioned to send this matter to Council to decide. Motion seconded by Mr. Wiesner. All ayes, motion carried.

A break was taken at 6:42 to deal with technology issues. Meeting resumed at 6:49.

Consideration of: Building and site design of a Fleet Farm retail development located on the south side of State Highway 42/57 across from Grant Avenue, parcel #281-66-1300060.

Mr. Olejniczak explained that Fleet Farm is looking to develop the property at the far west side of the city on the south side of Highway 42-57 across from Grant Avenue and they need two zoning approvals before moving forward. The first is the building design and site plan Certificate of Appropriateness and the second is conditional use approval, which is scheduled for the Plan Commission meeting on Wednesday of this week. The agenda packet has a summary of the design guidelines to be used and any issues that staff found. One correction is that paragraph 2(a) should read that traffic signals MAY be installed rather than will be installed. The DOT has not made a determination on that at this time. A new signage packet was also presented to the members that addressed problems that were pointed out to Fleet Farm prior to the meeting, including that the proposed monument sign has been moved out of the right-of-way to the other side of the frontage road.

Jeff Peterson of CR Structures Group, Appleton, together with Kip Golden, Derrick Hoernke and Jeff Yersin representing Fleet Farm, explained they have been working hard with staff to meet all of the City's requirements. The proposal is for an approximately 91,000 square foot main building with a separate convenience store, gas station and car wash. Mr. Peterson showed a PowerPoint presentation touching on all aspects of their development. This is a standard layout that Fleet Farm uses, including the standard orange and black colors. They worked with the DOT to make the frontage road a public road. The 4800 square foot convenience store will be on the west part of the lot when you come in the driveway and have two car washes. Mr. Peterson stressed that Fleet Farm feels strongly about giving back to the communities with local sponsorships and donations. They have a store manager on site.

Mr. Peterson indicated this is the smallest of their store prototypes, the size of which is based on the population of the city they are developing in. Mr. Hoernke indicated the smaller store offers a slightly reduced offering of their products but the building has been designed to have a higher product density than their larger stores. They are looking to break ground this summer with about 15 months to build before opening, depending upon conditions and materials.

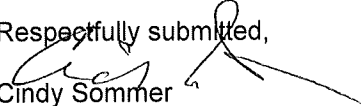
The city will maintain the street as an extension of Grant Avenue and it could be extended in the future if there is more development to the west. The DOT required that it must be a public street and the street design meets their criteria. There is a small portion of wetland that has been actively farmed that will be filled in at the location of the convenience store. A sidewalk may be required if the intersection is controlled and if the sidewalk on the north side of the highway reaches the highway with other future development on the north side.

Mr. Olejniczak further explained that the photometric design of the lighting plan was illegible and requests Fleet Farm provide a more clear copy. The fixtures all look good but they need to know the locations of the light poles in the parking lot and that there is no light spillover. There is also no indication in the plans showing where the greenhouse, pet wash and other outbuildings will be located. They have more parking spaces planned than are required so some of those spaces could be used for the seasonal greenhouse.

Ms. Schopf motioned to approve the building and site design as presented, with lighting plan to be reviewed by the Chair. Mr. Augustson seconded the motion. All ayes, motion carried.

Adjourn: Moved by Ms. Jorns, seconded by Mr. Augustson to adjourn. All ayes. Motion carried. The meeting adjourned at 7:08 p.m.

Respectfully submitted,


Cindy Sommer
Community Development
Administrative Assistant

8c1.



8c1.

CITY of STURGEON BAY FIRE DEPARTMENT

Kalin Montevideo
Assistant Fire Chief

421 Michigan St
Sturgeon Bay, WI 54235

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

STURGEON BAY FIRE DEPARTMENT JANUARY 2023 FIRE REPORT

			<u>% INCREASE</u>
JANUARY 2023 INCIDENTS:	<u>119</u>	JANUARY 2022 INCIDENTS:	<u>140</u>
2023 YTD TOTAL :	<u>119</u>	2022 YTD TOTAL:	<u>140</u>
			<u>-15%</u>
			<u>-15%</u>

INCIDENTS BY JURISDICTION:

CITY:	<u>109</u> Year to Date: <u>109</u>	<u>AVERAGE RESPONSE TIME:</u>	
		EMERGENT: <u>3.32 Minutes</u>	NON-EMERGENT: <u>4.35 Minutes</u>
91 – Medical Incident	01 – Structure Fire	01 – Smoke/Odor Removal	
01 – Lock-Out	02 – Gas Leak	04 – Alarm/Detector Activation, No Fire	
01 – Authorized/Controlled Burning	03 – Dispatched & Cxl in Route	01 – Smoke Scare/Odor of Smoke	
01 – Carbon Monoxide Incident	01 – Ice Rescue	01 – Assist Law Enforcement/Other Agency	
01 – Unauthorized Burning			

Town of Sevastopol:	<u>06</u> Year to Date: <u>06</u>	EMERGENT: <u>9.19 Minutes</u>	NON-EMERGENT: <u>11.88 Minutes</u>
01 – Unauthorized Burning	01 – Dispatched & Cxl in Route	01 – Assist Law Enforcement/Other Agency	
01 – Carbon Monoxide Incident	01 – Cooking Fire	01 – Building/Structure weakened or collapsed	

Town of Sturgeon Bay:	<u>04</u> Year to Date: <u>04</u>	EMERGENT: <u>9.76 Minutes</u>	NON-EMERGENT: <u>N/A</u>
02 – Medical Incident	01 – Structure Fire	01 – Assist Law Enforcement/Other Agency	

MUTUAL AID/MABAS INCIDENTS

None to report

INSPECTION REPORT:

	<u>Regular Inspections</u>	<u>Re Inspections</u>	<u>Occupancy Inspections</u>	<u>Hours</u>
Inspections – City of Sturgeon Bay:	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Inspections – Town of Sevastopol:	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Inspections – Town of Sturgeon Bay:	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Inspections – Town of Jacksonport:	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Sevastopol Burn Permit:

Permits Issued for Month: 02

Year to Date Permits Issued: 02

SPECIAL REPORTS, TRAINING, AND MAINTENANCE

MAINTENANCE:

Firefighters conducted maintenance and repairs on SCBA units; installed air cylinder/equipment on the air supply trailer; repaired an air leak on Tender 712; removed, painted and reinstalled doors on cabinets in the kitchen at the Westside Station; began flow testing on SCBA units; waxed U727, CH 701, CH 702; Trk 724 & Tender 712; sent out turn out gear for annual cleaning/inspection; installed new beds (frames & mattresses) at Eastside Station; removed pump and tank from Brush 717 to start conversion to U726 and our cascade system received its annual maintenance and testing.

TRAINING:

256.2 hours of training were conducted in January. Firefighters trained with driver/operator procedures; EMR Refresher; air cascade system operations; Mayday procedures; confined space equipment/operations; Marine 732 operations; vehicle response/addressing/scene size up; all firefighters completed CPR certification; participated in Rescue Task Force (RTF) training at Sawyer school which involved training w/ DC Sheriff, SB Police and DC Emergency Services; and FF Gulley, FF Nell & FF Wautier completed Blue Card Command practical.

OTHER:

Fire Chief and AC attended City and other Town meetings and installed six car seats.



STURGEON BAY POLICE DEPARTMENT



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

To: The Honorable Mayor
Members of the Common Council
Members of the Police and Fire Commission
City Administrator Josh VanLieshout

From: Assistant Chief Daniel J. Brinkman

Subject: Monthly Report for January, 2023

Date: February 9, 2023

The following is a summary of the Police Department's activities for the month of January 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 34 crimes.

These crimes can be broken down and classified as follows.

Bail Jumping.....	04
Theft.....	05
Fraud / Forgery.....	03
Domestic Abuse.....	02
Disorderly Conduct.....	05
Possess Controlled Substance.....	01
Criminal Damage to Property.....	04
Threats to Injure.....	01
Violate Custody Order.....	01
Death Investigation.....	02
Weapon Offense.....	01
Internet Crimes against Children.....	01
Stalking.....	02
Sex Offenses.....	01
Burglary.....	01

TOTAL 34

Arrests

The Department completed a total of 100 arrests during the month. These arrests encompass violations from traffic to felony, and are listed below by type of violations and number of arrests for each category.

A. Felony Crime Arrests

Bail Jumping.....	02
Theft.....	01
Stalking.....	01
Strangulation/Suffocation.....	01
Intimidation of Victim.....	01
TOTAL	06

B. Misdemeanor Crime Arrests

Disorderly Conduct.....	06
Bail Jump.....	04
Possess Controlled Substance.....	02
Criminal Damage to Property.....	01
Battery.....	01
Resist / Obstruct Officers.....	01
Retail Theft.....	01
Credit Card Fraud.....	01
TOTAL	17

Wisconsin Probation & Parole Arrests / Warrant Arrests.....	05
TOTAL	05

C. Ordinance Violation Arrests

Trespass to Land.....	01
Allow Animal to Run at Large.....	01
Disorderly Conduct	05
Disorderly Conduct with Motor Vehicle	02
Possess Marijuana	01
Theft	01
TOTAL	11

D. Traffic Crime Arrests

Operate while Revoked.....	04
No Valid Driver's License.....	04
Fail to Install Ignition Interlock Device.....	02
TOTAL	10

E. Traffic Violation Arrests

Speeding.....	08
No Valid Driver's License.....	04
Operate M/V without Insurance.....	07
Operate while Suspended / Revoked.....	03
Miscellaneous Violations.....	29
TOTAL	51

In addition to the preceding arrests, the Department conducted a total of 226 traffic stops during the month and logged 99 violations for various motor vehicle defects and local ordinances and issued 88 written warnings for those violations. A total of 65 parking tickets were issued for violations throughout the city.

Traffic Accidents

The Department during the month investigated a total of 06 vehicle accidents. These accidents are categorized into four types.

A.	Motor Vehicle Accidents Involving Fatalities	00
B.	Motor Vehicle Accidents Involving Injuries.....	00
C.	Motor Vehicle Accidents Involving Property Damage	06
	(greater than \$1,000.00)	
D.	Motor Vehicle Accidents Involving Property Damage	00
	(less than \$1,000.00)	
		TOTAL 06

Police Service Calls

Department members handled 548 service calls during the month. These calls consist of both citizen requests for police service as described below (503), crimes investigated (34), traffic accidents investigated (06), and Wisconsin Probation and Parole Assists (05).

A.	Traffic and Road Incidents.....	54
	This category consists of all assignments involving assists to stranded motorists, directing traffic, complaints of noisy or otherwise disorderly vehicles, removing obstructions from roadways, and all parking problem complaints.	
B.	Noise Complaints.....	07
	These complaints involve private parties, licensed liquor establishments, and parties in public places.	
C.	Sick and Injured Persons.....	11
	Assistance rendered to the Ambulance Service and sick or injured persons.	
D.	Alarms.....	29
	Officers responded to activated burglar and hold-up alarms at area banks and other business establishments and residences as well as fire alarms.	
E.	Complaints Involving Animals.....	32
	Investigations by officers of noisy animals, loose animals, animal bites, wild animals and sick, injured or dead animal complaints.	
F.	Civil Disputes.....	06
	Arguments between neighbors, landlords and tenants, and family members where no crimes have been committed.	

G. Escorts.....03

Transporting citizens, money escorts for area financial institutions, funerals, and for area industry and farming.

H. Citizen Assist49

This category is broad and involves such services as assistance in gas drive-off, emergency notifications, attempts to locate people, retrieval of personal property, and vehicle registration assistance.

I. Assistance Rendered to Other Agencies.....04

Includes assistance to other law enforcement and government agencies.

J. Suspicious Person / Vehicle / Circumstance26

Involves both citizen complaints and observations by officers on patrol who took investigative action in regard to the suspicious behavior of vehicles and people.

K. Self-Initiated Field Activity.....01

All initiated activity by the officer to include, but not limited to, routine security checks of area industries, businesses, city parks, residences, and compliance checks of local liquor establishments.

L. Juvenile Problems09

Requests for police service that strictly involve property calls and all unfounded calls for police service. The calls vary from mischief to family problems to runaway situations.

M. Miscellaneous Incidents.....251

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 Checks21

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 503

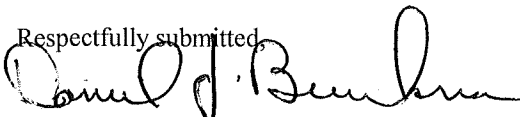
Department Training

The Joint SWAT Team and Dive Team completed their monthly training. All members of the SBPD, SBFD, Door County EMS, Door County Sheriff's Office and other county departments, participated in Responding to Active Shooter Events. This training was conducted each Wednesday evening at Sawyer Elementary School and consisted of a number of scenarios that had members teamed up with members from other departments to emphasize training together as one unit.

Department Education

Assistant Chief Brinkman and SBPD officers are working with the staff at PATH to develop a security plan and a course of action in the event of an active threat.

Respectfully submitted,



Assistant Chief Daniel J. Brinkman

BEVERAGE OPERATOR LICENSES

1. Frando, Taylor A.
2. Jenkins, Ann M.
3. McCambridge, Makiala M
4. Shortridge, Stefani J.

TEMPORARY CLASS B BEER AND CLASS B WINE LICENSE

Another Century LLC Door County Century
W4834 S Pearl Lake Road
Red Granite, WI 54970
Agent: John Mory
Location: 812 North 14th Ave, Main Expo Building
September 9-10, 2023

Rotary Club of Sturgeon Bay Breakfast
P O Box 845
Sturgeon Bay, WI 54235
Agent: Ann Jinkins
Location: Masonic Lodge, 31 South Third Ave
March 18, 2023

CITY OF STURGEON BAY**STREET CLOSURE APPLICATION**

Name of Applicant:

Andrea Buboltz / Destination Sturgeon Bay

Name of Event:

St. Patrick's Day Parade

Contact Phone #:

920-743-6246

Date(s) of Event:

3/11/2023

Time:

11AM

Estimated # of Attendees:

1000 +

Specific Location:

See map attached

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

What arrangements are made for clean up?

Contract w/ city

Other comments or explanation:

Signature of Responsible Party:

Andrea Buboltz

Address:

36 S. 3rd Ave. Sturgeon Bay WI

Date Submitted:

1/25/2023

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

Approval:

Fire Chief:

Date:

1/30/23

Police Chief:

Date:

1-30-23

Comm. Dev:

Date:

1-30-23

Streets/Parks:

Date:

1-31-23

City Clerk:

Date:

2/3/23

Finance Dir:

Date:

2/1/23

City Engineer:

Date:

2-1-23

City Admin:

Date:

2/3/23

Common Council Approval Date:

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

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

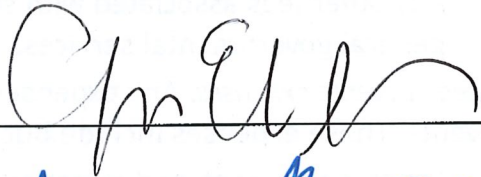
WHEREAS the City of Sturgeon Bay has created Section 3.035 of the Municipal Code authorizing the City Clerk - Treasurer to charge for reimbursement of legal, consulting, incidental, and special events expenses incurred on behalf of and/or for the benefit of third parties for services rendered by the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

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

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

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

Dated: 01/25/2023



Dated: 1/25/2023

Andrea Brown

Company Name (if applicable): Destination Sturgeon Bay

Billing Address: 36 S. 3rd Ave

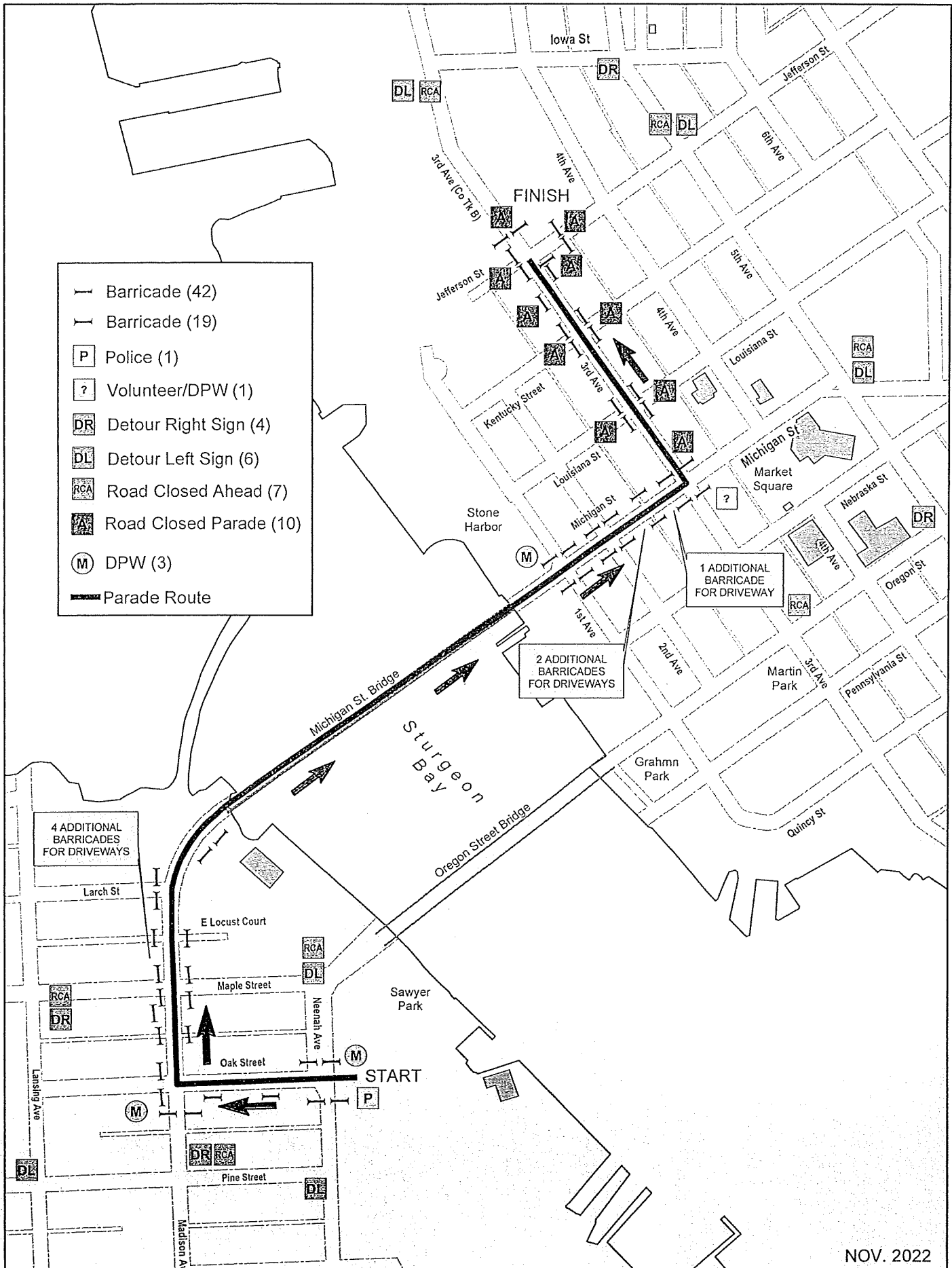
Sturgeon Bay, WI 54235

Telephone: 920-743-6246



Christmas & St. Patrick's Day Parades

0 125 250 500 Feet





ST. PATRICK'S DAY PARADE

MARCH 11, 2023

THROUGHOUT STURGEON BAY

11:00AM

St. Patrick's Day Parade presented with Kitty O'Reillys — Celebrate your Irish spirit in Sturgeon Bay by attending the annual St. Patrick's Day Parade at 11am. Come early to stake out your spot and enjoy live entertainment offered at venues throughout the city. Participation in the parade is free.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/25/2023

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

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

PRODUCER Schmitz Insurance, LLC 7153 State Highway 42 57 Sturgeon Bay WI 54235-9490	CONTACT NAME: PHILIP J SCHMITZ PHONE (A/C, No, Ext): 920-473-4400 E-MAIL ADDRESS: Phil@SchmitzInsurance.com FAX (A/C, No): 8153019066														
INSURED Sturgeon Bay Visitor & Convention Bureau, Inc. Destination Sturgeon Bay 36 S 3rd Avenue Sturgeon Bay WI 54235-2292	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: West Bend - NSI</td><td>15350</td></tr><tr><td>INSURER B: Travelers Indemnity Company of Connecticut</td><td>25682</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: West Bend - NSI	15350	INSURER B: Travelers Indemnity Company of Connecticut	25682	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 20230125172008688**REVISION NUMBER:**

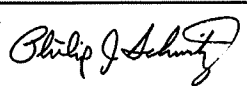
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	A615463	07/18/2022	07/18/2023	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																				
MED EXP (Any one person)	\$																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	A615463	07/18/2022	07/18/2023	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
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A	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	A629733	07/18/2022	07/18/2023	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$ 1,000,000																				
AGGREGATE	\$																				
	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	UB5K77609A	05/11/2022	05/11/2023	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
<input checked="" type="checkbox"/> PER STATUTE	OTH-ER																				
E.L. EACH ACCIDENT	\$																				
E.L. DISEASE - EA EMPLOYEE	\$																				
E.L. DISEASE - POLICY LIMIT	\$																				

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

St Patricks Day Parade

CERTIFICATE HOLDER**CANCELLATION**

City of Sturgeon Bay St Patrick's Day 421 Michigan St Sturgeon Bay WI 54235 Fax: 920-746-2906	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p>
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RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend the Common Council approve the changes as presented in Section 6.28 – Outdoor Wood Burning Furnaces Prohibited, of the City of Sturgeon Bay Municipal Code.

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: February 1, 2023

* * * * *

Introduced by _____.

Moved by Alderperson _____, seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2023.

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

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the bid from Onterra, LLC for updating the aquatic plant management plan as outlined in the RFP in an amount not to exceed \$33,790.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: January 31, 2023

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2023.

Executive Summary

Date: January 12, 2023

Title: Award of Bid for updating the City of Sturgeon Bay's Aquatic Plant Management Plan

Background: On January 12th 2022 the Municipal Services Department opened a proposal for updating the City's Aquatic Plant Management Plan. In accordance with the City of Sturgeon Bay Purchasing & Property Accountability Policy, specifications were prepared and competitive sealed bidding was used to obtain pricing. One proposal was received:

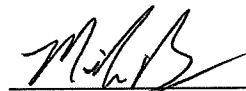
Onterra, LLC
815 Prosper St.
De Pere, WI
Price: \$33,790

The 2022 capital budget line 10-560-000-59999 included \$40,000 for updating the plan

Fiscal Impacts: \$33,790 for the entire project as outlined in RFP.

Recommendation: Staff recommends hiring Onterra, LLC for updating the City of Sturgeon Bay's Aquatic Plant Management Plan at a price not to exceed \$33,790.

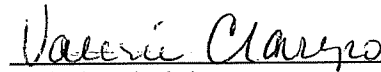
Prepared By:



Mike Barker
Municipal Services Director

Date: 13 JAN 2023

Reviewed By:



Valerie Clarizio
Finance Director

Date: 1/13/23

Reviewed By:



Josh VanLieshout
City Administrator

Date: 1/26/23

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the City Plan Commission, hereby recommend to approve a zoning map amendment from General Commercial (C-1) to Mixed Residential-Commercial (C-5) for parcel #281-64-63000105B located at 11 Green Bay Road owned by Robert Scaturo.

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

RESOLVED, that the foregoing recommendation be adopted.

Date: February 15, 2023

Introduced by_____.

Moved by Alderperson_____, seconded by Alderperson
_____that said recommendation be adopted.

Passed by the Council on the _____day of_____, 2023.

Staff Report
Zoning Map Amendment: C-1 to C-5
11 Green Bay Road: Parcel #2816463000105B

Background: Robert Scaturo requests the rezoning of the parcel located at 11 Green Bay Road from General Commercial (C-1) to Mixed Commercial-Residential (C-5). The property is parcel # 2816463000105B, which is 2.65 acres in size. This parcel contains a single-family dwelling. The dwelling is a nonconforming use in the C-1 district, which restricts the ability to expand or rebuild the dwelling. Mr. Scaturo desires to enlarge the home and the rezoning to C-5 will facilitate that proposal.

Existing Conditions: In terms of surrounding zoning classifications, properties to the west of the subject property are zoned C-1. Those parcels have commercial uses, including the adjoining restaurant, which is also owned by Mr. Scaturo. To the north across Green Bay Road is the skate park, which is zoned Single-Family Residential (R-2). To the east and south are Multiple-Family Residential (R-4) zoned properties. There are apartments and single-family dwellings to the east and Sawyer Elementary School to the south. The R-4 properties are separated from the subject parcel by a large bluff. The region is a blend of various commercial, residential, and recreational uses.

Comprehensive Plan: The 2040 Comprehensive Plan's Future Land Use Designation for the lot is Regional Commercial. It borders the Higher Density Residential classification and is the last lot in the swath of Regional Commercial used for the Green Bay Road commercial corridor. If the property is rezoned, the C-5 district would be consistent with the commercial land use designation under the comprehensive plan, while allowing for a transition to the other zoning districts and land use classifications surrounding it.

Other Considerations: Because the current single-family dwelling is a nonconforming use, it cannot be enlarged and cannot be repaired or reconstructed if damaged by more than 50% of its assessed value. If rezoned to C-5, it can be fully repaired or reconstructed and could be expanded by up to 50% of its current floor area. The required building setbacks are also less in the C-5 district, which further improves the ability to enlarge the dwelling.

The C-5 Mixed Commercial-Residential district has often been used in the past as a transition or buffer between commercial areas and residential areas. It has also been used in areas where there is an existing blend of commercial and residential uses. Both of those situations appear to apply in this rezoning request.

Review Process: The Plan Commission will review the petition and conduct a public hearing. The Commission can make a recommendation to Council at the next scheduled meeting. However, a recommendation can also be made following the public hearing if at least 3/4 of the members present are ready to take action. Once a recommendation is made, Council will act on that recommendation at their next scheduled meeting. An ordinance must be drafted and approved by Council with 2 separate readings.

Recommendation: Approve the zoning map amendment for parcel # 2816463000105B from General Commercial (C-1) to Mixed Commercial-Residential (C-5).

Prepared By: 

Stephanie Servia
Zoning and Planning Administrator

2-10-2023

Date

Reviewed By: 

Marty Olejniczak
Community Development Director

2-10-2023

Date

Date Received: 1/4/23Fee Paid: \$ 400.00 + 50 PHDReceived By: CS

CITY OF STURGEON BAY ZONING/REZONING APPLICATION

	APPLICANT/AGENT	LEGAL PROPERTY OWNER
Name	Robert Scaturro	Robert & JoAnne Scaturro
Company	Scaturro's Baking Co & Cafe	
Street Address	19 Greenbay Rd	
City/State/Zip	Sturgeon Bay WI	
Daytime Telephone No.	920 493-8727 (cell)	920 746-8727
Fax No.		

STREET ADDRESS OF SUBJECT PROPERTY: 11 Greenbay Rd

Location if not assigned a common address: _____

TAX PARCEL NUMBER: 28164-63000105BCURRENT ZONING CLASSIFICATION: C-1CURRENT USE AND IMPROVEMENTS: Personal home looking to add onZONING DISTRICT REQUESTED: C-5COMPREHENSIVE PLAN DESIGNATION OF SUBJECT PROPERTY: Regional Commercial

PROPOSED USE OF SURROUNDING PROPERTY UNDER COMPREHENSIVE PLAN:

North: ~~State~~ Open Space & RecreationSouth: ~~State~~ Public and InstitutionalEast: ~~State~~ Higher Density ResidentialWest: ~~State~~ Regional Commercial

ZONING AND USES OF ADJACENT SURROUNDING PROPERTIES:

North: City Parcel R-2 park
South: Scaturro Building Co / Sawyer School R-4
East: Sawyer School Apartment R-4
West: Green Long Rd C-1 Scaturro and Dermatology Clinic

HAVE THERE BEEN ANY VARIANCES, CONDITIONAL USE PERMITS, ETC. GRANTED PREVIOUSLY FOR THIS PROPERTY? NO IF YES, EXPLAIN:

Attach a full legal description (preferably on disk), 8-1/2" X 11" location map, and Agreement for Reimbursement of expenses.

Robert Scaturro
Property Owner (Print Name)

[Signature]
Signature

1-3-23
Date

Applicant/Agent (Print Name)

Signature

Date

I, Robert Scaturro, have attended a review meeting with at least one member of staff and understand that I am responsible for sign placement and following all stages listed on the check list in regard to the applicant.

1-3-23
Date of review meeting

[Signature]
Applicant Signature

[Signature]
Staff Signature

Attachments:

Procedure & Check List

Agreement For Reimbursement of Expenses

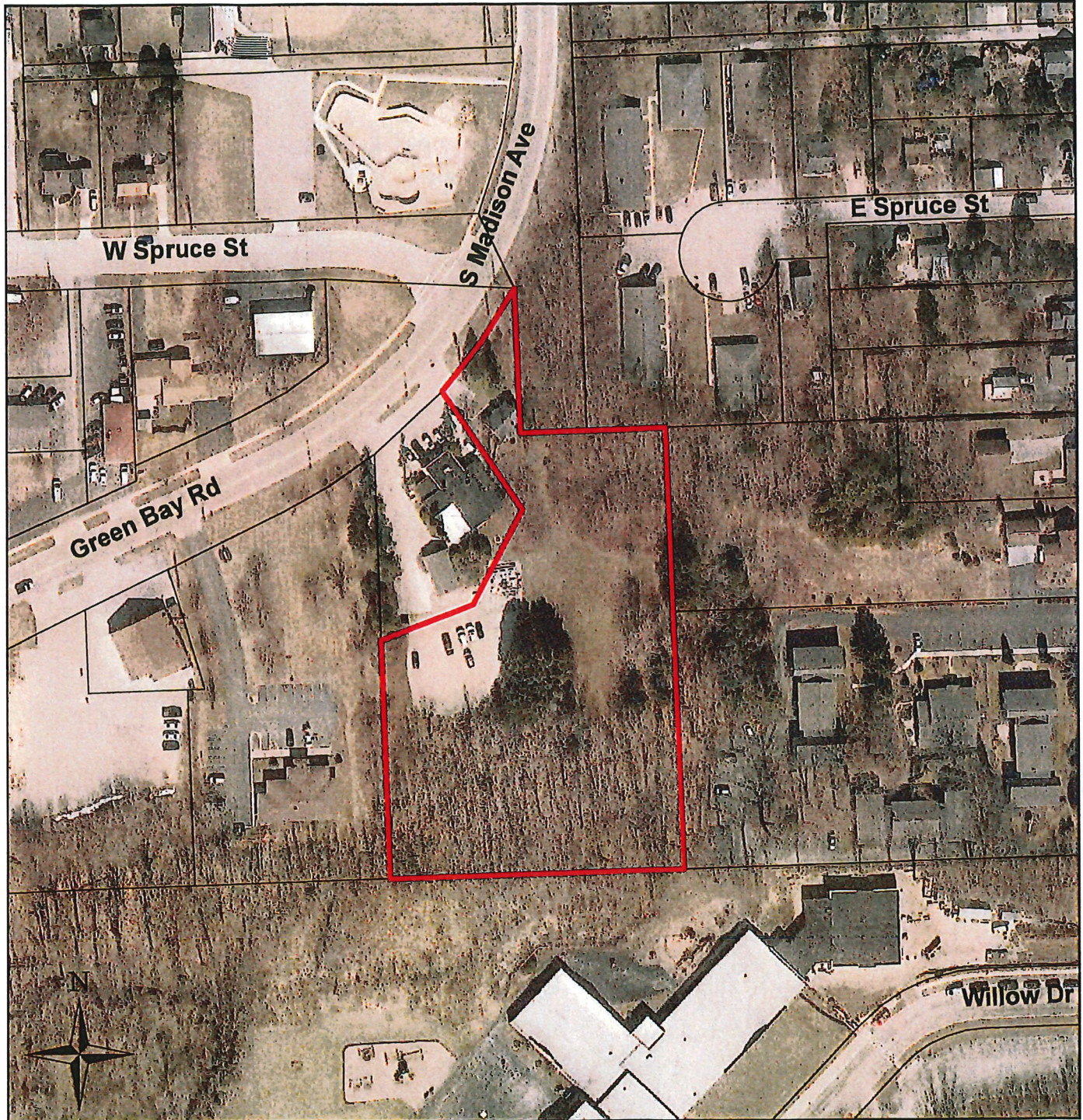
STAFF USE ONLY

Application conditions of approval or denial:

Date

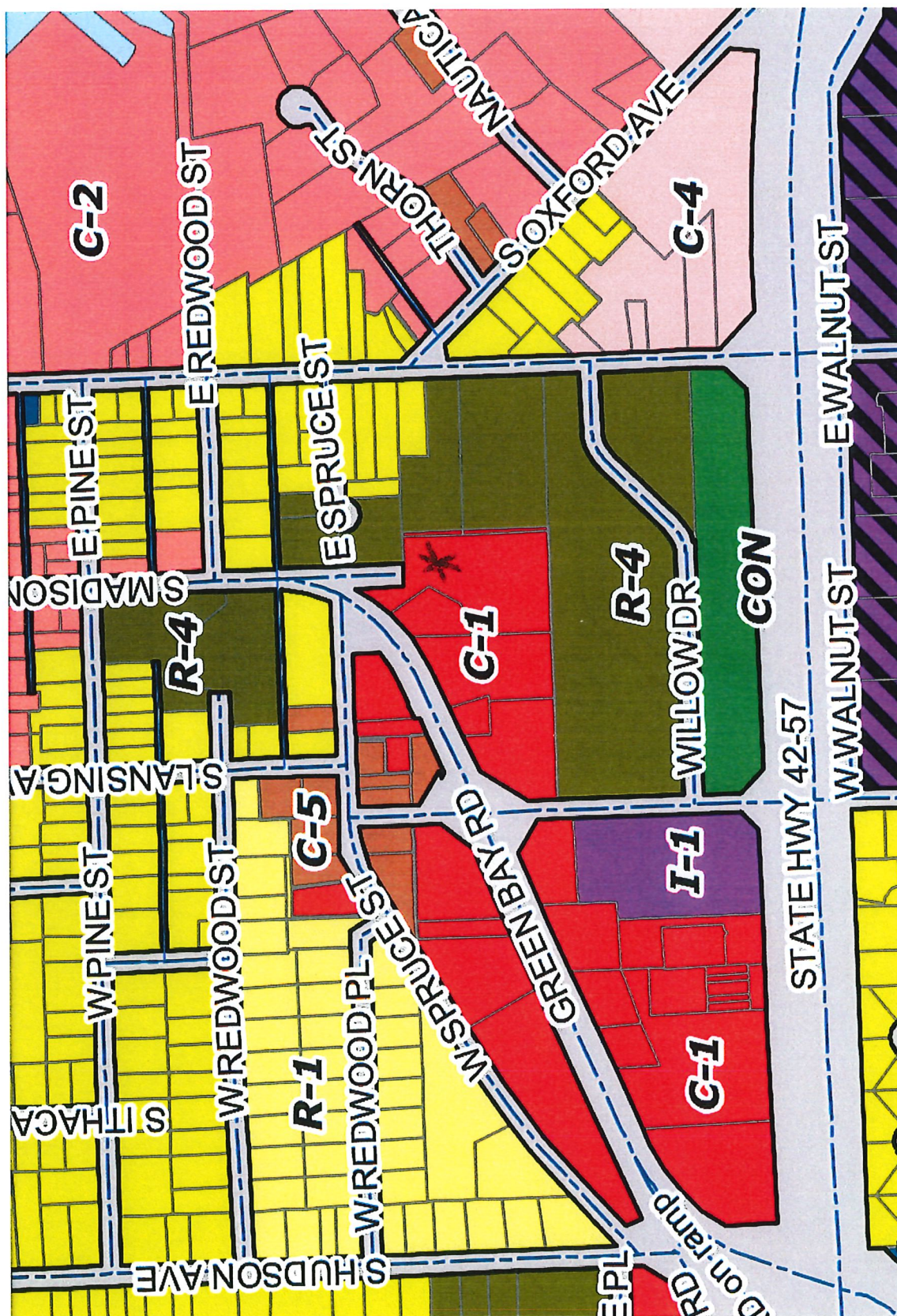
Community Development Director

Location Map
Zoning Map Amendment
11 Green Bay Road
C-1 to C-5



Subject Parcel - 11 Green Bay Road - 2.65 acres

January 13, 2023
Air Photo: April 2021



Existing Zoning Map

ORDINANCE NO. _____

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

SECTION 1: Section 20.27(2) of the Municipal Code (Zoning Code) is hereby repealed
and recreated as follows:

- (2) The dimensional requirements relating to lot size, density, yards, height, and floor area shall be as specified
for each zoning district in the following table:

	Lot Size		Density			Required Yards***			Height **	Floor Area per Dwelling Unit (square feet)				
			Minimum Lot Area per Dwelling Unit (square feet)									Multiple-Family		
Zoning District	Minimum Lot Area (square feet)	Minimum Lot Width (feet)	Single Family	Two Family	Multiple Family	Street (feet)	Side (feet)	Rear (feet)	Maximum Building Height (feet)	Single Family	Two Family	1 Bedroom	2 Bedroom	3+ Bedroom
R-1	10,000	80	10,000	—	—	25	10	25	35	1,200	—	—	—	—
R-2	6,000	50*	6,000	5,000	—	20	8	25	35	800	500/ 1,500##	—	—	—
R-3	6,000	50*	6,000	5,000	3,500	20	8	25	35	800	500/ 1,500##	500	750	1,000
R-4	7,500	50*	7,500	5,000	3,500	20	10	25	45	800	500/ 1,500##	500	750	1,000
R-M	7,500	65	7,500	—	—	25	10	10	35	720	—	—	—	—
C-1	8,400	70	—	—	3,000	25	10	25	45	—	—	500	750	1,000
C-2	6,000	50	—	—	2,000	15	5	25	45	—	—	500	750	1,000
C-4	8,400	70	—	—	—	25	10	25	45	—	—	—	—	—
C-5	7,500	50*	7,500	5,000	3,000	20	8	25	35	800	500/ 1,500##	500	750	1,000
I-1/I- 1A	25,000	100	—	—	—	40	20#	25#	45	—	—	—	—	—
I-2/I- 2A	25,000	100	—	—	—	50	20#	25#	45	—	—	—	—	—
A	43,560 (1 acre)	150	43,560 (1 acre)	21,780 (½ acre)	—	40	10	25	35	1,000	500/ 1,500##	—	—	—
CON	None	None	—	—	—	25	10	10	45	—	—	—	—	—
PUD	See section 20.24 for applicable standards													

* Within these districts, the minimum lot width shall be increased to 70 feet for lots used for two-family or multiple-family dwellings.

** See section 20.27(4) for exceptions to height requirement.

*** For lots that abut two or more streets, all sides of the lot that abut a street shall meet the street yard requirement.

The minimum yard shall be increased to 40 feet along all lot lines abutting property in a residential district.

500 square feet for the smallest dwelling unit, with a minimum 1,500 square feet combined floor area for both units.

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

Approved:

David Ward
Mayor

Attest:

Stephanie Reinhardt
City Clerk

ORDINANCE NO. _____

An ordinance officially designating the zoning district classification for property which was annexed to the City of Sturgeon Bay by Ordinance No. 1418-1122:

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

SECTION 1: The following described property, which was annexed to the City of Sturgeon Bay by Ordinance No. 1418-1122 is hereby zoned General Commercial (C-1):

The Northwest Quarter of the Northwest Quarter of Section 13, Township 27 North, Range 25 East, more fully described as follows:

Commencing at the Northwest Corner of Section 13;

Thence S00°07'18"E coincident with the West line of the Northwest Quarter of Section 13 a distance of 65.59 feet to its intersection with the South right-of-way line for STH 42-57 (Green Bay Road) also being the point of beginning.

Thence S.88°40' 18"E coincident with said South right-of-way line a distance of 44.54 feet; Thence S76°18'13"E coincident with said South right-of-way line a distance of 102.39 feet; Thence S88°42'39"E coincident with said South right-of-way line a distance of 300.00 feet; Thence S80°10'48"E coincident with said South right-of-way line a distance of 101.12 feet; Thence S88°42'39"E coincident with said South right-of-way line a distance of 150.00 feet; Thence N83°41'41"E coincident with said South right-of-way line a distance of 151.33 feet; Thence S88°42'39"E coincident with said South right-of-way line a distance of 459.01 feet to its intersection with the East line of the Northwest Quarter of the Northwest Quarter of Section 13; Thence S00°04'21"E coincident with said East line a distance of 1249.52 feet to the Southeast Corner of the Northwest Quarter of the Northwest Quarter of Section 13; Thence N88°38'55"W coincident with the South line of the Northwest Quarter of the Northwest Quarter of Section 13 a distance of 1302.10 feet to the Southwest Corner of the Northwest Quarter of the Northwest Quarter of Section 13; Thence N00°07'18"W coincident with the West line of the Northwest Quarter of Section 13 a distance of 1265.16 feet to the point of beginning;

Together with the right-of-way of STH 42-57 (Green Bay Road) abutting thereto.

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

Approved:

David J. Ward, Mayor

Attest:

Stephanie L. Reinhardt, City Clerk

ORDINANCE NO. _____

An Ordinance to Rezone Parcel #281-64-63000105B located at 11 Green Bay Road.

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

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 7, Township 27 North, Range 26 East,
City of Sturgeon Bay, Door County, Wisconsin and legally described as Lot
2 of Certified Survey Map #2396 recorded in Volume 14, Page 193.

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

Approved:

David Ward
Mayor

Attest:

Stephanie Reinhardt
City Clerk

**AN ORDINANCE TO CREATE SECTION 6.28
OF THE CITY OF STURGEON BAY
CODE OF ORDINANCE.**

Upon the recommendation of the Community Protection and Services Committee, the Common Council of the City of Sturgeon Bay, Door County, Wisconsin, do ordain as follows:

SECTION 1: Chapter 6 Fire Protection is hereby amended by creating Section 6.28 of the Sturgeon Bay Code of Ordinances is hereby created to read as follows:

6.28 – Outdoor Wood Burning Furnaces Prohibited.

- (1) *Definition.* "Outdoor Wood-fired Furnace" means a wood-fired furnace, stove, or boiler that is not located within a building intended for habitation by humans or domestic animals.
- (2) *Prohibition.* No person shall construct, install, operate or use, or suffer to construct, install, operate or use any outdoor Wood-fired Furnace upon any property in the City of Sturgeon Bay.
- (3) *Penalties.*
 - (a) General Penalty. Except as otherwise provided, any person who shall violate this ordinance shall, upon conviction of such violation, be subject to a forfeiture which shall be as follows:
 1. First Offense. Any person who shall violate any provision of this ordinance, shall, upon conviction thereof, forfeit not less than \$15.00 nor more than \$500.00, together with the costs of prosecution.
 2. Second Offense. Any person found guilty of violating any provisions of this ordinance who has previously been convicted of a violation of the same provision within one year shall, upon conviction thereof, forfeit not less than \$75.00 nor more than \$500.00 for each such offense, together with the costs of prosecution.
 - (b) Continued Violations. Each violation and each day a violation continues or occurs shall constitute a separate offense.
 - (c) Other Remedies. Nothing in this ordinance shall preclude the City of Sturgeon Bay from maintaining any appropriate action to prevent or remove a violation of this ordinance.

SECTION 2:

All ordinances or resolutions in conflict with this ordinance are hereby repealed.

SECTION 3:

This Ordinance shall take effect upon passage by majority vote of the membership of the Common Council and publishing as provided by law.

PASSED AND ADOPTED by the Common Council of the City of Sturgeon Bay, Wisconsin
this ____ day of February, 2023.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the City Plan Commission, hereby recommend amending the minimum floor area per dwelling unit under section 20.27(2) of the Municipal Code (Zoning Code) to create a category for efficiency (studio) style dwelling units with a minimum floor area of 450 square feet for all zoning districts where multiple-family dwellings are allowed.

Respectfully submitted:

City Plan Commission

By: David Ward, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Date: February 15, 2023

#####

Introduced by_____.

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

Passed by the Council on the _____ day of _____, 2023.

ATTACHMENT TO PLAN COMMISSION RECOMMENDATION

- (2) The dimensional requirements relating to lot size, density, yards, height, and floor area shall be as specified for each zoning district in the following table:

	Lot Size		Density			Required Yards***			Height	Floor Area per Dwelling Unit (square feet)				
			Minimum Lot Area per Dwelling Unit (square feet)									Multiple-Family		
Zoning District	Minimum Lot Area (square feet)	Minimum Lot Width (feet)	Single Family	Two Family	Multiple Family	Street (feet)	Side (feet)	Rear (feet)	Maximum Building Height (feet)	Single Family	Two Family	1 Bedroom	2 Bedroom	3+ Bedroom
R-1	10,000	80	10,000	—	—	25	10	25	35	1,200	—	—	—	—
R-2	6,000	50*	6,000	5,000	—	20	8	25	35	800	500/1,500##	—	—	—
R-3	6,000	50*	6,000	5,000	3,500	20	8	25	35	800	500/1,500##	500 ###	750	1,000
R-4	7,500	50*	7,500	5,000	3,500	20	10	25	45	800	500/1,500##	500 ###	750	1,000
R-M	7,500	65	7,500	—	—	25	10	10	35	720	—	—	—	—
C-1	8,400	70	—	—	3,000	25	10	25	45	—	—	500 ###	750	1,000
C-2	6,000	50	—	—	2,000	15	5	25	45	—	—	500 ###	750	1,000
C-4	8,400	70	—	—	—	25	10	25	45	—	—	—	—	—
C-5	7,500	50*	7,500	5,000	3,000	20	8	25	35	800	500/1,500##	500 ###	750	1,000
I-1/I-1A	25,000	100	—	—	—	40	20#	25#	45	—	—	—	—	—
I-2/I-2A	25,000	100	—	—	—	50	20#	25#	45	—	—	—	—	—
A	43,560 (1 acre)	150	43,560 (1 acre)	21,780 (½ acre)	—	40	10	25	35**	1,000	500/1,500##	—	—	—
CON	None	None	—	—	—	25	10	10	45	—	—	—	—	—
PUD	See section 20.24 for applicable standards													

* Within these districts, the minimum lot width shall be increased to 70 feet for lots used for two-family or multiple-family dwellings.

** See section 20.27(4) for exceptions to height requirement.

*** For lots that abut two or more streets, all sides of the lot that abut a street shall meet the street yard requirement.

The minimum yard shall be increased to 40 feet along all lot lines abutting property in a residential district.

500 square feet for the smallest dwelling unit, with a minimum 1,500 square feet combined floor area for both units.

Within these districts, the minimum floor area for efficiency (studio) style dwellings shall be reduced to 450 square feet.

Proposed

STAFF REPORT
MINIMUM FLOOR AREA FOR MULTIPLE-FAMILY DWELLING UNITS
EFFICIENCY UNITS

Background: Recently, the Plan Commission reviewed and recommended a number of changes to the dimensional requirements of the zoning code. The changes are mostly intended to make it easier to development housing within the City. One dimensional aspect that was not considered for adjustment is the floor area required for multiple-family dwellings. Currently, the minimum floor area is based upon the number of bedrooms with 500 square feet, 750 square feet, and 1,000 square feet being required for one-bedroom, two-bedroom, and three+ bedroom units, respectively.

Shirley Weese Young is proposing to redevelop the vacant corner of N. Third Ave and Jefferson Street with a mixed-use building including residential apartments. The Common Council recently approved a development agreement with Ms. Young for the project, including some financial incentive to be covered through a proposed tax increment district. The project includes 11 efficiency (studio) style apartments. The floor area of those proposed apartments is slightly less than 500 square feet. The current zoning code does not differentiate between one-bedroom units and efficiencies. Therefore, staff determined that the proposed units do not meet the floor area requirement.

Due to the economics and other factors, redesigning the building or units to provide 500 square feet is not feasible. Other options to address this standard are 1) approval of a variance; 2) approval of a planned unit development district; or 3) amendment to the floor area requirement.

Staff supports an amendment to the code, whereby the efficiency (studio) style unit would have a lesser minimum floor area of 450 square feet. If that amendment were adopted, the proposed project would comply. The rationale for this approach is that the efficiency (studio) style unit should be differentiated from the one-bedroom unit as such units tend to be used differently and have different residents – particularly single occupants. A slightly lower floor area is warranted. In addition, this proposed solution can be used for other housing projects within the City, whereas the variance or PUD option only addresses the current project.

Options: If the Plan Commission agrees with staff's rationale, it can recommend an amendment to the Common Council. Options for the Plan Commission to consider listed in order from broadest impact to narrowest impact include:

1. Reduce the floor area for the one-bedroom units to 450 square feet. Since efficiencies (studios) are currently treated as one-bedroom units for floor area purposes, both efficiencies (studios) and one-bedroom units would have a reduced floor area minimum. This also would apply to all districts where multiple-family units are allowed.
2. Add a category to the minimum floor area chart under s. 20.27(2) for efficiency (studio) units with a minimum of 450 square feet. This option would allow efficiency (studio) style units to be 450 square feet in all zoning districts where they are allowed. One-bedroom units would remain at 500 square foot minimum size.

3. Only reduce the one-bedroom unit minimum floor area to 450 square feet in the C-2 Central Business District. Under this option both efficiencies (studios) and one-bedroom units could have smaller sizes but only such units in the downtown area. Other districts have no impact.
4. Add the efficiency (studio) unit category with the 450 square foot minimum floor area just in the C-2 district. The only impact is that efficiencies (studios) in the downtown area could be slightly smaller than the current minimum size. There would be no impact to the other zoning districts or other types of apartment units.

At the February 15th, 2023 Plan Commission Meeting, the Commission recommended the second option to add a category to the minimum floor area chart under s.20.27(2) for efficiency (studio) units with a minimum of 450 square feet across all zoning districts.

Recommendation: City Staff supports to approve the Plan Commission recommendation and proceed to public hearing.

Prepared By: _____


Stephanie Servia
Zoning and Planning Administrator

2-16-2023
Date

Reviewed By: _____


Martin Olejniczak
Community Development Director

2/16/2023
Date

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

We, the Harbor Commission, hereby recommend accepting the 2023 Harbor Improvement Plan.

Respectfully submitted,

Harbor Commission

By: Gary Nault, Chr.

RESOLVED, that the foregoing recommendation be adopted.

Dated: February 13, 2023

* * * * *

Moved by Alderperson _____, seconded by Alderperson

_____ that the said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2023.

STURGEON BAY HARBOR IMPROVEMENT PLAN

February 14, 2023

OBJECTIVE:

To improve and fully utilize the Sturgeon Bay harbor for the best commercial and public return.

HOW TO ACHIEVE:

1. Develop a list of improvements for both City-owned and private water frontage.
2. Work with governmental agencies for long range planning and grants to improve harbor coordination and use.
3. Prioritize improvement items based on immediate need, financial return and long-range plans.

HARBOR IMPROVEMENT OUTLINE

The following are potential projects to improve the access and functioning of the Sturgeon Bay Harbor. These projects are more fully described in the attached statement of intentions:

- I. NAUTICAL DRIVE PROPERTY: This project involves the portion of city owned property south of the Sturgeon Bay Yacht Club on the west side of the harbor where the so-called E-Dock once existed. The proposed project involves dredging, construction of a suitable dock or pier and improvements / repairs to the wall. The water depth in this area ranges from 5' to 12' so dredging would be necessary. Great care when dredging is required to avoid impacts to the sanitary sewer main that crosses under the bay in this location. There is sheet piling along the wall, but there is an area behind the sheet piling that has eroded leaving voids beneath the existing asphalt. The pier will include electrical and potable water supply. It will also be outfitted with substantial cleats to accommodate the heavier vessels. This new pier will provide a currently-unavailable mooring facility for tug boats that frequently transit through the bay. It may also be used to benefit the tugboat fleet that currently works primarily within the bay as well as potential other commercial and or research vessels in the future.
- II. EAST SIDE DOCK IMPROVEMENTS: The east side dock is located at the foot of Pennsylvania Street. The proposed project involves upgrades to the electrical

service, along with mooring improvements, in order to improve the docking of vessels including cruise ships, tugboats, USCG vessels, barges, and other commercial vessels. The objective is to increase options for mooring various commercial vessels in the downtown area.

- III. DOCK WALL ALONG BAYVIEW BUSINESS PROPERTIES FRONTAGE: This project involves the creation of a new steel dock wall along the approximately 210 feet of water frontage owned by Bayview Business Properties LLC, located at 253 N 1st Ave. It involves new steel sheet piling and dredging along with land access and utility improvements. This new dock wall could be used by a variety of commercial vessels, including allowing the adjoining Fincantieri Bay Shipbuilding to moor longer freighters, thereby increasing the mooring capacity during the winter fleet layover.

**THREE-YEAR HARBOR DEVELOPMENT
STATEMENT OF INTENTIONS**

Due: April 1
Send to: WisDOT
Railroads & Harbors Section
P. O. Box 7914
Madison, Wisconsin

Sturgeon Bay
53707-7914
Harbor Name

City of Sturgeon Bay
Name of Applicant

Improvements Proposed in Calendar Year 2023

Instructions: Complete one of these sheets for each project contemplated in each of the next three years. Include only those projects that benefit COMMERCIAL WATER TRANSPORTATION. Examples include dredging, dredge disposal and dock wall construction.

PART I Project Description and Objective(s)

NAUTICAL DRIVE PROPERTY: This project involves the portion of city owned property south of the Sturgeon Bay Yacht Club on the west side of the harbor where the so-called E-Dock once existed. The proposed project involves dredging, construction of a suitable dock or pier and improvements / repairs to the wall. The water depth in this area ranges from 5' to 12' so dredging would be necessary. Great care when dredging is required to avoid impacts to the sanitary sewer main that crosses under the bay in this location. There is sheet piling along the wall, but there is an area behind the sheet piling that has eroded leaving voids beneath the existing asphalt. The pier will include electrical and potable water supply. It will also be outfitted with substantial cleats to accommodate the heavier vessels. This new pier will provide a currently-unavailable mooring facility for tug boats that frequently transit through the bay. It may also be used to benefit the tugboat fleet that currently works primarily within the bay as well as potential other commercial and or research vessels in the future.

PART II Project Resources

<u>Expected Funding Sources (All types)</u>	<u>Amount</u>
(a) Wis DOT	\$1,200,000
(b) City of Sturgeon Bay	\$300,000
(c)	
	<u>\$1,500,000</u>
	TOTAL

PART III Rank & Probability

(a) Of the projects listed for the year noted above, this project (a) is of 1st priority to the applicant

(b) The estimated probability of this project being started in year noted above is:
(Circle one)

High
Medium
Low

Prepared By: Mike Barker, Harbor Master

Date: February 14, 2023

**THREE-YEAR HARBOR DEVELOPMENT
STATEMENT OF INTENTIONS**

Due: April 1

Send to: WisDOT

Railroads & Harbors Section

P. O. Box 7914

Madison, Wisconsin

Sturgeon Bay
53707-7914
Harbor Name

City of Sturgeon Bay
Name of Applicant

Improvements Proposed in Calendar Year 2023

Instructions: Complete one of these sheets for each project contemplated in each of the next three years. Include only those projects that benefit COMMERCIAL WATER TRANSPORTATION. Examples include dredging, dredge disposal and dock wall construction.

PART I Project Description and Objective(s)

EAST SIDE DOCK IMPROVEMENTS: The east side dock is located at the foot of Pennsylvania Street. The proposed project involves upgrades to the electrical service, along with mooring improvements, in order to improve the docking of vessels including cruise ships, tugboats, USCG vessels, barges, and other commercial vessels. The objective is to increase options for mooring various commercial vessels in the downtown area.

PART II Project Resources

<u>Expected Funding Sources (All types)</u>	<u>Amount</u>
(a) Wis DOT	\$48,000
(b) City of Sturgeon Bay	\$12,000
(c)	
	<u>\$60,000</u>
	TOTAL

PART III Rank & Probability

(a) Of the projects listed for the year noted above, this project (a) is of 2nd priority to the applicant

(b) The estimated probability of this project being started in year noted above is:

(Circle one)

High

Medium

Low

Prepared By: Mike Barker, Harbor Master

Date: February 14, 2023

**THREE-YEAR HARBOR DEVELOPMENT
STATEMENT OF INTENTIONS**

Due: April 1

Send to: WisDOT

Railroads & Harbors Section

P. O. Box 7914

Madison, Wisconsin

Sturgeon Bay
53707-7914
Harbor Name

City of Sturgeon Bay and/or Bayview Business Properties LLC
Name of Applicant

Improvements Proposed in Calendar Year 2023

Instructions: Complete one of these sheets for each project contemplated in each of the next three years. Include only those projects that benefit COMMERCIAL WATER TRANSPORTATION. Examples include dredging, dredge disposal and dock wall construction.

PART I Project Description and Objective(s)

DOCK WALL ALONG BAYVIEW BUSINESS PROPERTIES FRONTAGE: This project involves the creation of a new steel wall along the approximately 210 feet of water frontage owned by Bayview Business Properties LLC, located at 253 N 1st Ave. It involves new steel sheet piling and dredging along with land access and utility improvements. This new dock wall could be used by a variety of commercial vessels, including allowing the adjoining Fincantieri Bay Shipbuilding to moor longer freighters, thereby increasing the capacity of the winter fleet layover.

PART II Project Resources

<u>Expected Funding Sources (All types)</u>	<u>Amount</u>
(a) Wis DOT	\$900,000
(b) Property and/or Lessee	\$225,000
(c)	

\$1,125,000
TOTAL

PART III Rank & Probability

(a) Of the projects listed for the year noted above, this project (a) is of 3rd priority to the applicant

(b) The estimated probability of this project being started in year noted above is:
(Circle one)

High
Medium
Low

Prepared By: Mike Barker, Harbor Master

Date: February 14, 2023

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



Phone: 920-746-2910
Fax: 920-746-2905
E-mail: molejniczak@sturgeonbaywi.org
Website: www.sturgeonbaywi.org

MEMO

To: Common Council
From: Marty Olejniczak, Community Development Director
Date: February 16, 2023
Subject: Driveway to Highway 42-57 for Kwik Trip

ms

Kwik Trip has purchased property and submitted plans for a west side store. Per the Sturgeon Bay zoning code, the site plan and building architecture were reviewed by the Aesthetic Design & Site Plan Review Board. One of the items reviewed was the proposed driveway access and circulation, which included a driveway connecting to Highway 42-57. The Board granted a certificate of appropriateness for the project, with the condition that if the Wisconsin DOT requires a full median to be installed, the driveway issue would be reevaluated by the Board after input from other impacted property owners.

The Wisconsin DOT determined the full median between Ashland Avenue and Duluth is required if the Kwik Trip driveway happens. Hence, the driveway issue was brought back to the Board and the six impacted property owners were notified.

Representatives of Destination Door County (DDC) and Sturgeon Bay Metal Products (SBMP) attended the meeting. DDC requested that if the median is constructed, they would be granted an easement to connect their driveway to the Kwik Trip driveway. That scenario would allow vehicles to get to/from Duluth Avenue as an alternative access. SBMP expressed concern that semis entering and exiting their facility would be negatively impacted. They were opposed to a median and expressed hope that an alternative solution could be found that was workable for both SBMP and Kwik Trip.

The Board considered the driveway issue. Some of the factors were the increased traffic on Duluth Ave if the driveway to the highway were eliminated, the impact on traffic including semis for the other businesses, and alternative access for the affected businesses. Ultimately, the Board deadlocked and were unable to either approve or deny the driveway. The Board then passed a motion to send the issue to the Common Council. This was done for two reasons. The Common Council is the body that hears appeals of decisions of the Board and it was felt that this issue would get appealed regardless of which way the Board voted. Secondly, some members felt the median issue went beyond their purview and expertise and was best left to the Council to decide.

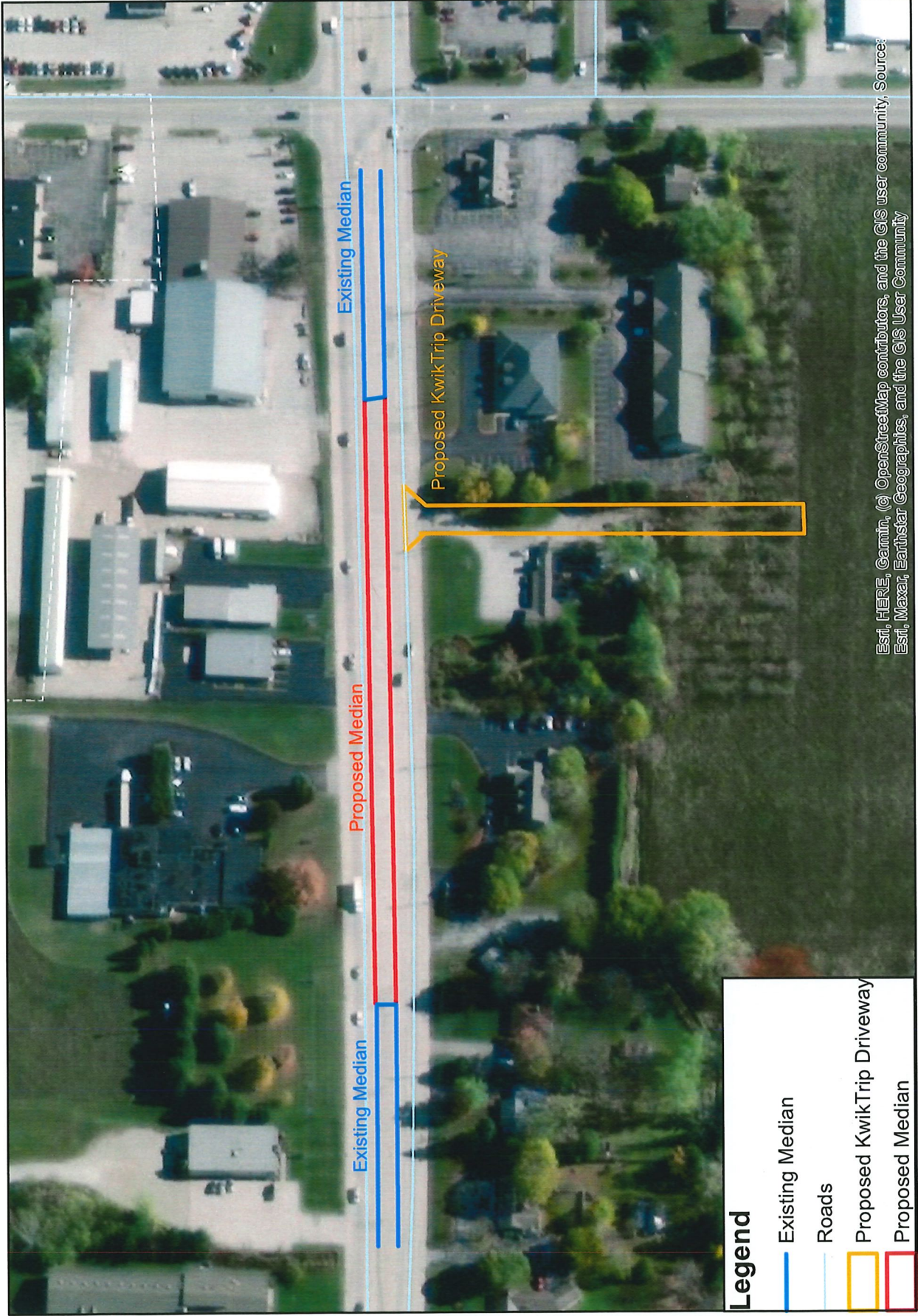
Information from the Board's meeting, including the minutes, is included in the packet.

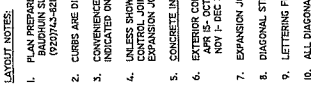
MO/cs

attachment



Hwy 42-57 Access





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



Phone: 920-746-2910
Fax: 920-746-2905
E-mail: molejniczak@sturgeonbaywi.org
Website: www.sturgeonbaywi.org

January 24, 2023

Re: Aesthetic Design & Site Plan Review Board meeting – February 13, 2023

Dear Property Owner:

The City of Sturgeon Bay's Aesthetic Design & Site Plan Review Board is holding a meeting to review the proposed access driveway to Highway 42-57 (Green Bay Rd) for Kwik Trip. The proposed Kwik Trip store is located on S. Duluth Ave across from Scharfner Implement. Their access plan includes a driveway connection to the highway through the property at 957 Green Bay Road. The Wisconsin Department of Transportation has determined that Kwik Trip must extend the raised median in the highway from the existing end of the median at Duluth Ave to the raised median at Ashland Avenue. This extension will eliminate the two-way left turn lane that currently exists for this stretch of highway.

Because your property will be affected if the raised median is installed, you are being notified of this meeting. The meeting is scheduled for Monday, February 13th at 6 PM in the Council Chambers at City Hall. You are invited to attend and express your thoughts on the proposed driveway access for Kwik Trip and the resulting raised median.

Sincerely,

A handwritten signature in blue ink, appearing to read "Martin Olejniczak".

Martin Olejniczak, AICP
Community Development Director

MO:cs
Enc.

Olejniczak, Marty

From: Nielsen, David - DOT <david.nielsen@dot.wi.gov>
Sent: Tuesday, January 17, 2023 1:14 PM
To: VanLieshout, Josh
Cc: Shefchik, Chad; Olejniczak, Marty; 'swaddell@kwiktrip.com'; Hamilton, Rodney - DOT; Nielsen, David - DOT
Subject: RE: STH 42/57 - Sturgeon Bay Kwik Trip - Median Closure

If there would have been other changes to higher intensity WisDOT would have had the same response. I don't know that there is a specific number of trips that would have triggered this due the unknown variables of how much traffic, how intense is there peak hour and type of vehicle using the entrance would all play a factor.

WisDOT has recently performed a small study of larger convenience store/gas stations to determine their trip generation and based upon that the trip generation for this type of store is over 5,000 trips per day (roughly ½ entering and ½ exiting).

David B Nielsen, P.E.

Access Management Engineer
Northeast Region

Wisconsin Department of Transportation
944 Vanderperren Way
Green Bay WI 54304

Cell : (920) 366-8961
david.nielsen@dot.wi.gov

If this is related to a records request, please email: dotdtsdnerecords@dot.wi.gov

From: VanLieshout, Josh <jvanlieshout@sturgeonbaywi.org>
Sent: Tuesday, January 17, 2023 12:08 PM
To: Nielsen, David - DOT <david.nielsen@dot.wi.gov>
Cc: Shefchik, Chad <cshefchik@sturgeonbaywi.org>; Olejniczak, Marty <MOlejniczak@sturgeonbaywi.org>; 'swaddell@kwiktrip.com' <swaddell@kwiktrip.com>; Hamilton, Rodney - DOT <Rodney.Hamilton@dot.wi.gov>
Subject: RE: STH 42/57 - Sturgeon Bay Kwik Trip - Median Closure

CAUTION: This email originated from outside the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dave thank you for your email. As we prepare to move forward with the Kwik Trip review process, an important question came up that will give us a better understanding of the overall objective and policies/rules regarding medians going forward. If other changes to a higher intensity in use were to occur in this area, would the outcome of DOT review be same, or different? If different why?

Thanks for any insight you can share.

Josh

From: Nielsen, David - DOT <david.nielsen@dot.wi.gov>

Sent: Friday, January 13, 2023 12:10 PM

To: VanLieshout, Josh <jvanlieshout@sturgeonbaywi.org>

Cc: Shefchik, Chad <cshefchik@sturgeonbaywi.org>; Olejniczak, Marty <MOlejniczak@sturgeonbaywi.org>; 'swaddell@kwiktrip.com' <swaddell@kwiktrip.com>; Nielsen, David - DOT <david.nielsen@dot.wi.gov>; Hamilton, Rodney - DOT <Rodney.Hamilton@dot.wi.gov>

Subject: STH 42/57 - Sturgeon Bay Kwik Trip - Median Closure

WisDOT has had a chance to review the City of Sturgeons Bay's request to not completely close the median just west of the Duluth Street intersection with STH 42/57 . The closure was required as a condition of Kwik Trip access to STH 42/57 for their new Store.

WisDOT along with Transportation Research Board (TRB) have design guidance on median openings. Their guidance would be to not have the functional area of the intersection overlap with the functional area of the left turn lane (median opening).

Additionally, there is guidance that in these types of suburbanized Arterials median opening should be minimized to promote safe and efficient travel on the Arterial.

The closing of the median would also be consistent with the recommendation set forth in the 2010 Traffic Operations and Safety WisDOT had performed with input from the City of Sturgeon Bay and Door County.

Based upon the above reasons and general access principles safety and efficiency WisDOT will require the median closure as part of the opening a driveway for the Kwik Trip.

David B Nielsen, P.E.

Access Management Engineer

Northeast Region

Wisconsin Department of Transportation

944 Vanderperren Way

Green Bay WI 54304

Cell : (920) 366-8961

david.nielsen@dot.wi.gov

If this is related to a records request, please email: dotdtsdnerecords@dot.wi.gov

AESTHETIC DESIGN AND SITE PLAN REVIEW BOARD
Monday, February 13, 2023

The Aesthetic Design and Site Plan Review Board meeting was called to order at 6:00 p.m. by Chairperson Rick Wiesner in the Council Chambers, City Hall, 421 Michigan Street.

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

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

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from January 9, 2023.
4. Consideration of: Driveway connection to Highway 42-57 for Kwik Trip Store located on parcels at 957 STH 42-57 and 919 S. Duluth Avenue.
5. Consideration of: Building and site design of a Fleet Farm retail development located on the south side of State Highway 42/57 across from Grant Avenue, parcel #281-66-1300060.
6. Adjourn.

All ayes. Motion carried.

Approval of minutes from January 9, 2023: Moved by Ms. Jorns, seconded by Ms. Schopf to approve the minutes. All ayes. Motion carried.

Consideration of: Driveway connection to Highway 42-57 for Kwik Trip Store located on parcels at 957 STH 42-57 and 919 S. Duluth Avenue.

Mr. Olejniczak explained that the building design and site plan was approved at a previous meeting, with the exception of a proposed access driveway off of Highway 42-57 because the DOT had not determined at that time whether a median would be required west of the Duluth Avenue intersection. The DOT has now determined that, if Kwik Trip puts in an access driveway, a median will be required between Duluth Avenue and Ashland Avenue. The DOT also indicated that any new development would require the median, not just the Kwik Trip development.

Dana Anderson of Sturgeon Bay Metal Products, 1018 Green Bay Road, explained that her family has maintained the business at this location for 75 years on the north side of Highway 42-57. The proposed median would require any traffic, including semi-truck deliveries, to travel past their business and find a place to turn around before they could enter their business. She indicated there is no good place to turn a semi around along that stretch of highway. She feels the median would be dangerous and counter-productive to their business and questions whether Kwik Trip would consider eliminating the access driveway and use the site for signage directing traffic to the Duluth Avenue intersection. She is otherwise in full support of the Kwik Trip development and wants them to succeed at this location, but hopes for a better option than a median.

Jon Jarosh of Destination Door County, 1015 Green Bay Road, indicates their business will be impacted by the proposed median because west/south-bound traffic will not be able to turn into their business. He believes this would essentially cut their customer base in half. He appreciates the work the City has put into keeping the property owners informed and indicates he has reached out to Kwik Trip to acquire an easement that will allow Destination Sturgeon Bay to use their driveway for business purposes. He feels that Kwik Trip is open to this idea and they are actively working together.

Ms. Jorns motioned to deny the access driveway on Highway 42-57. Motion failed for lack of a second. Ms. Jorns questioned whether a median could eventually be extended all the way from Duluth Avenue to Grant

Avenue if the Fleet Farm development moves forward. Mr. Olejniczak indicated that is an unknown at this point and at the discretion of the DOT, but it is a possibility.

Mr. Augustson motioned to approve the driveway connection on Highway 42-57. Motion failed for lack of a second.

Vern Smith of Sturgeon Bay Metal Products questioned the data on accidents in front of their building and indicated nothing exists because it has always been a safe location. He feels their business is being negatively impacted for no apparent reason.

Eric Moe of 17 N. Hudson Avenue and an employee of Sturgeon Bay Metal Products indicated that a sign directing traffic to Duluth Avenue would be sufficient and is not in favor of the median. He doesn't believe Kwik Trip needs an additional access driveway on the highway and a median would create problems with delivery trucks entering their business. He also believes the median will create accidents when travelers attempt to "jump" the median when traveling from the east/north after missing the Duluth Avenue intersection.

Mr. Olejniczak indicated there is a private gravel road that runs behind Sturgeon Bay Metal Products that may be a potential option for semi deliveries to their business, but that would have to be looked into further. He also explained that the Board could put conditions on their approval of the access driveway, such as requiring that Kwik Trip grant easements to the Verlo Mattress and Destination Door County properties, or see if Kwik Trip would be open to helping the negatively affected businesses on the north side of the highway obtain better access to their businesses.

Eric Moe does not feel the gravel road would be a good option because it would require semis to make too many difficult turns. Mr. Augustson suggested that the business could enlarge their driveway to make semi access easier for turning around.

Carl Wennerstrand of 4408 Cherry Rd, Sturgeon Bay, feels that this issue is being rushed and more time should be taken to research and review the options and this should be set aside for future review.

Mr. Augustson motioned to approve the highway driveway connection with the condition that Kwik Trip grant easements to the Verlo Mattress and Destination Door County properties. Ms. Schopf seconded the motion. Mr. Augustson and Ms. Schopf voted aye, Ms. Jorns and Mr. Wiesner voted nay. Motion failed.

Mr. Wiesner motioned to deny the highway driveway access. Ms. Jorns seconded. Mr. Wiesner and Ms. Jorns voted aye, Mr. Augustson and Ms. Schopf voted nay. Motion failed.

Ms. Jorns motioned to send this matter to Council to decide. Motion seconded by Mr. Wiesner. All ayes, motion carried.

A break was taken at 6:42 to deal with technology issues. Meeting resumed at 6:49.

Consideration of: Building and site design of a Fleet Farm retail development located on the south side of State Highway 42/57 across from Grant Avenue, parcel #281-66-1300060.

Mr. Olejniczak explained that Fleet Farm is looking to develop the property at the far west side of the city on the south side of Highway 42-57 across from Grant Avenue and they need two zoning approvals before moving forward. The first is the building design and site plan Certificate of Appropriateness and the second is conditional use approval, which is scheduled for the Plan Commission meeting on Wednesday of this week. The agenda packet has a summary of the design guidelines to be used and any issues that staff found. One correction is that paragraph 2(a) should read that traffic signals MAY be installed rather than will be installed. The DOT has not made a determination on that at this time. A new signage packet was also presented to the members that addressed problems that were pointed out to Fleet Farm prior to the meeting, including that the proposed monument sign has been moved out of the right-of-way to the other side of the frontage road.

Jeff Peterson of CR Structures Group, Appleton, together with Kip Golden, Derrick Hoernke and Jeff Yersin representing Fleet Farm, explained they have been working hard with staff to meet all of the City's requirements. The proposal is for an approximately 91,000 square foot main building with a separate convenience store, gas station and car wash. Mr. Peterson showed a PowerPoint presentation touching on all aspects of their development. This is a standard layout that Fleet Farm uses, including the standard orange and black colors. They worked with the DOT to make the frontage road a public road. The 4800 square foot convenience store will be on the west part of the lot when you come in the driveway and have two car washes. Mr. Peterson stressed that Fleet Farm feels strongly about giving back to the communities with local sponsorships and donations. They have a store manager on site.

Mr. Peterson indicated this is the smallest of their store prototypes, the size of which is based on the population of the city they are developing in. Mr. Hoernke indicated the smaller store offers a slightly reduced offering of their products but the building has been designed to have a higher product density than their larger stores. They are looking to break ground this summer with about 15 months to build before opening, depending upon conditions and materials.

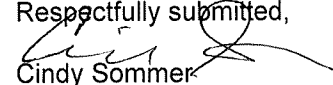
The city will maintain the street as an extension of Grant Avenue and it could be extended in the future if there is more development to the west. The DOT required that it must be a public street and the street design meets their criteria. There is a small portion of wetland that has been actively farmed that will be filled in at the location of the convenience store. A sidewalk may be required if the intersection is controlled and if the sidewalk on the north side of the highway reaches the highway with other future development on the north side.

Mr. Olejniczak further explained that the photometric design of the lighting plan was illegible and requests Fleet Farm provide a more clear copy. The fixtures all look good but they need to know the locations of the light poles in the parking lot and that there is no light spillover. There is also no indication in the plans showing where the greenhouse, pet wash and other outbuildings will be located. They have more parking spaces planned than are required so some of those spaces could be used for the seasonal greenhouse.

Ms. Schopf motioned to approve the building and site design as presented, with lighting plan to be reviewed by the Chair. Mr. Augustson seconded the motion. All ayes, motion carried.

Adjourn: Moved by Ms. Jorns, seconded by Mr. Augustson to adjourn. All ayes. Motion carried. The meeting adjourned at 7:08 p.m.

Respectfully submitted,


Cindy Sommer
Community Development
Administrative Assistant

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

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the development agreement with Cobblestone Hotels subject to City Attorney review.

Respectfully submitted,
FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: January 31, 2023

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2023.

STAFF REPORT

Title: Development Agreement and Incentives for Cobblestone Hotel Project

Background: Cobblestone Hotels is a regional brand that has investigated the City of Sturgeon Bay for a new hotel site. The mayor and staff met with Anna Jakubek, VP of Development for Cobblestone Hotels, about potential sites. In addition, the City hired a consultant to complete a hotel market feasibility analysis for a 62-room Cobblestone Hotel. Seven sites were examined. The analysis concluded that “development of the proposed Cobblestone Hotel & Suites is market justified and would be well suited for the Sturgeon Bay market.” The analysis also recommended the site at the corner of Egg Harbor Road/N. 12th Avenue as the most suitable site of those considered.

The mayor and staff met with the owner of the proposed property, 1023 Egg Harbor Rd, LLC represented by Scott Virlee and Steve Estes. They are very interested in partnering with Cobblestone Hotels to do the project. Financing from their lender is available for 70% of the total projected costs of \$9,426,000. Financial assistance from the City is requested to help close the financing gap. Initially, Cobblestone requested assistance of \$1.8 Million (\$1M in upfront cash grant and \$800,000 paid out in installments as a “PAYGO” TIF. After review of proformas prepared by the City’s financial consultant R. W. Baird, the mayor and staff prepared a smaller financial incentive package. Ultimately, Cobblestone accepted an offer of \$1.2 Million in total TIF incentives. \$600,000 of the incentive would be paid after the hotel is constructed and occupied, while the remaining \$600,000 would be paid out in annual installments of \$50,000 over 12 years. To qualify for the financial incentives, Cobblestone will guarantee an assessed value of at least \$6 Million. The draft agreement was prepared based upon those primary parameters. This tentative agreement is subject to Council approval.

The subject site is located within the newly created Tax Increment District #6. The project plan envisioned that additional infill development would be created within TID #6 and that financial incentives would be required for the desired development. The site is a very visible location and would help solidify the redevelopment of the former “Pamida/Sav a Buck” properties that have been underutilized since Palmer Johnson Yachts vacated the buildings several years ago. The property owner has been investing in reuse of the buildings, including the Virlee Gun Works and heated storage rental facilities. Plans are progressing on an entertainment center to be renovated in the front portion of the former Pamida building. Notably, the plans now include a banquet facility that is expected to interface well with the hotel. A liquor license was previously granted to the property by the City for that project.

The Cobblestone Hotel project and the entertainment center/banquet hall will be separate projects with separate ownership and financing arrangements. There is a chance that Virlee/Estes will seek some sort of assistance for completing the banquet facility such as a loan from the County/City RLF or TIF assistance. That remains to be seen and the preference is to treat the projects separately rather than combine them under one development agreement.

Fiscal Impact: All of the requested financial incentive would come from TID #6. With the \$6 Million guaranteed property value assessment, the project will generate far more in revenue than needed to pay the \$1.2 total incentive. The City could then use the excess increment to cover other

project plan expenses in the district, such as land acquisition and construction needed for the proposed stormwater detention pond.

Recommendation: Approve the development agreement subject to City Attorney review.

Prepared by: Martin Olejniczak 1/25/2023
Martin Olejniczak, Community Development Director Date

Reviewed by: Val Clarizio 1/25/23
Val Clarizio, Finance Director Date

Reviewed by: Josh Van Lieshout 1/26/23
Josh Van Lieshout, City Administrator Date

**DEVELOPMENT AGREEMENT
(Cobblestone Hotel)**

This Development Agreement is made this ____ day of _____, 2023, between the CITY OF STURGEON BAY, WISCONSIN, a Wisconsin municipal corporation (the "City") and Cobblestone Hotels Development, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

A. Developer is obtaining fee title to a ____-acre parcel abutting Egg Harbor Road and N. 12th Avenue, more particularly described in Section A.1 below (the "Property").

B. The City desires to foster redevelopment and improve the economic vitality of the Egg Harbor Road corridor and created Tax Increment District #6 to assist that endeavor.

C. Developer proposes to develop a Cobblestone Hotel on the Property as described in Section A.2 below (the "Project").

D. The City has determined it would be beneficial to the health, welfare and prosperity of its residents to provide financial assistance for the Project, in the form of reimbursement of certain of Developer's expenses relating to the Project and payments or credits from Tax Increments generated by the increased value of the Property in accordance with this Agreement.

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

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

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

A. The Property and Project.

1. Legal Description of Project Site. The Property is legally described as follows:

- Need legal description –

Portions of Tax Parcels No. 2816215000104A and 2816215000111A

2. Project Described. A four-story hotel with a building footprint of approximately 9,200 square feet with approximately 62 guest rooms. The hotel will include an outdoor patio, on-site parking spaces, and other amenities.

B. Developer's General Obligations.

1. Site Assembly. Developer shall take all necessary steps to create and obtain ownership of the Property on or before December 31, 2023. If Developer fails to obtain fee ownership of the Property, this agreement shall automatically terminate and City nor Developer shall have any further liability or responsibility hereunder.

2. Financing. Prior to issuance of a building permit for the Project, Developer shall deliver to the City proof, satisfactory in the City's sole determination, that Developer has secured financing to construct the Project (exclusive of the financial assistance provided by the City) subject only to typical commercial financing conditions. Before commencing construction of the Project, Developer shall provide proof satisfactory to the City in its sole discretion that all conditions of such financing have been satisfied.

3. Approval of Plans. Prior to the commencement of construction, Developer shall take all necessary steps to obtain plan approval for the Project, including building architecture and site layout through a certificate of appropriateness from the Sturgeon Bay Aesthetic Design and Site Plan Review Board. Approval of the Project plans shall follow pertinent 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.

4. Building Permits/Approvals. Developer is responsible to obtain, directly or through its agents, a building permit from the City and other permits or approvals required to construct the Project. Nothing in this Agreement shall be deemed prior authorization of City to issue permits or grant approvals.

5. Completion of Project. Construction of the improvements to the Property shall be commenced promptly after issuance of all required permits and shall proceed as provided in the approved construction schedule. Developer agrees that construction shall be substantially completed, subject to Force Majeure Events, by December 31, 2024.

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

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

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

c. Construction Contracts. The Developer shall have entered into a general contract for construction of the Project and such other contracts with third parties as deemed required by the Developer, all of which shall be in form acceptable to the City.

d. Quality of Work. All work to be performed by Developer in and on the Property and the construction and maintenance of the Project shall be performed in a good and workmanlike manner and consistent with the prevailing industry standards for high quality construction in the area of the City. Developer shall perform all work in compliance with all applicable laws, regulations, ordinances, and permits, and Developer shall at its sole cost and expense obtain and maintain all necessary permits and licenses for such work. Every contractor hired by the Developer shall be licensed and qualified to perform that part of the work assigned to it. Before any such contractor is allowed to perform any such work, the contractor shall comply with the insurance requirements set forth in Section E, below.

e. Compliance with Laws. All work upon the Project site and the Project shall comply with all applicable laws, codes and regulations of authorities having jurisdiction over the Project.

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

g. Reports, Information and Inspections. During the period of construction, Developer shall provide the City with updates when requested by the City concerning the progress of the Project and any issues having a material effect on the Project. The City may come upon the Property to inspect the Project during normal hours of construction and, upon reasonable advance notice to Developer, which may be verbal notice, at any other time the City deems appropriate for the purpose of inspecting the Project and investigating its status and any matters that may affect the Project. The City may also discuss the status of construction with Developer's general contractor and any subcontractor or material supplier for the Project.

h. Debris. Until the Project is finished, without the requirement of notice from the City, Developer shall keep the Project Site and adjoining streets clean and free of construction debris. If the City does give Developer notice of the need to clean up any debris identified by the City, Developer shall complete such clean up within 24 hours of receipt of the City's notice. Any debris not so removed or cleaned up with the 24-hour period may be removed or cleaned by the City at Developer's expense.

7. Changes to Project. Without City's prior written consent, Developer will not materially change the scope, budget or uses of the Project.

8. Minimum Assessed Value Guaranteed. The Project shall generate a minimum assessed value of at least \$6,000,000 as of January 1, 2025. For any property tax year during the life of the TID on or after that date, if the Project has a lower assessed value lower than \$6,000,000,

Developer shall pay to the City on or before January 31 of each year the amount of property tax owed on the difference between \$6,000,000 and the actual assessed value.

9. Restrictions on Transfer. Developer agrees to the following:

a. General Restrictions on Transfer. Any transfer of ownership of the property, or portion thereof, by Developer shall be subject to the City's written consent, as provided in section J 2 below.

b. No Transfer to Tax Exempt Entity. Developer shall not sell or otherwise convey any portion of the Property to a non-profit or tax-exempt organization.

c. Exceptions to Transfer Restrictions. Restriction B.9.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.

10. Dedication of Right of Way. The City shall not be obligated to provide the financial incentives provided in Section C.1 below until Developer dedicates to the City, for right of way purposes, an approximately 30-foot wide by 331.44-foot long strip of property fronting on North 14th Avenue (the right of way is illustrated and described in Exhibit A).

11. Cooperation. Developer will fully cooperate with the City in the performance of its obligations under this Agreement.

C. City's General Obligations.

The City commits to the following:

1. Financial Incentive. The City shall provide a cash grant from tax increment district #6 in a total amount of \$1,200,000 to the Developer for the Project. This incentive shall be paid as follows:

- a. A payment of \$600,000 shall be provided to the developer within 30 days after an occupancy permit has been issued for the hotel.
- b. Twelve annual payments of \$50,000 each shall be paid to the Developer. The payments shall commence with the assessment year following the completion of the Project. Each payment shall be made within 30 days of the annual payment of property taxes by the Developer and the payment required under Section B.8 above, if applicable.

2. Utilities. The City shall ensure that municipal water and sanitary sewer service is available to Property along Egg Harbor Road and ensure there is capacity to serve the proposed Project.

3. Permits and Licenses. The City will cooperate in good faith with respect to all permits necessary for completion of the Project.

4. Cooperation. The City will reasonably cooperate with Developer in the performance of its obligations under this Agreement.

D. Insurance.

1. Coverage Types and Amounts. 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. Workers Compensation and Related Coverage. 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. Comprehensive General Liability Insurance. 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. Comprehensive Automobile Liability and Property Damage. 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. Umbrella Coverage. 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. Builder's Risk Insurance. 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. Fire and Casualty Insurance. 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. General Requirements. 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.

E. Representations and Warranties and Covenants of Developer.

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

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

2. Taxes. 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. Payment of Contractors and Material Suppliers. Developer will timely and fully pay for all work performed and materials furnished for the Project.

4. Liens. Developer shall not cause or allow any lien to attach to the Property, except (i) those allowed in Section B.9.c above, and in any case, in the aggregate not securing debt exceeding the maximum principal amount of \$6,000,000, 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. Statements and Information True. No statement of fact by Developer contained in this Agreement and no statement of fact or other information furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.

6. Organization. Developer is a for-profit limited liability company, duly formed and validly existing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Developer is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

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

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

9. No Litigation. 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.

10. No Default. No default, or event that, with the giving of notice or lapse of time or both would be a default, exists under this Agreement, 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.

F. Representations and Warranties and Covenants of City. The City hereby warrants and represents to the Developer that:

1. Authority. Subject to the approval of City Common Council, 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. Enforceability. 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.

G. Further Compliance with Laws.

1. Public Protection & Safety: 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 (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel and (E) asbestos containing materials.

3. Nondiscrimination. 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.

H. Indemnification.

1. General Indemnification. 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. No Limitation on Indemnity. 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. Indemnification Procedures. 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.

I. Default.

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

a. Failure to Pay. 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. Insurance and Dangerous Conditions. 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. Untrue Representations and Warranties. 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. Abandonment and Delay. 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 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. Insolvency. 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. Change in Control. Except as provided in sections J 2 or 3, the majority ownership of Developer is conveyed voluntarily or involuntarily to someone other than Cobblestone Hotels Development, LLC.

h. Cessation of Existence. Developer dissolved or ceased to exist;

i. Fraud and Other Illicit Behavior. 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: (1) fraud; or (2) 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. Default Under Loan Documents. A default occurs on any indebtedness of or loan to Developer or any agreement providing security for such indebtedness.

2. Remedies.

a. Available Remedies. 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) Termination. Terminate this Agreement by written notice to Developer;

(ii) Offset and Recoupment. 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) Assess. 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. Remedies Cumulative. 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. No Waiver. 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. City's Right to Cure Default. In case of failure by Developer to pay any fees, assessments, charges or taxes arising with respect to the Project or to comply with the terms and conditions of this Agreement, the City may pay such fees, assessments, charges or taxes or take such action as it deems, in its sole discretion, to be necessary to remedy the failure of Developer, and, in that event, the cost thereof shall be payable by Developer to the City upon demand.

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

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

g. Limitation of Damages. 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.

J. Miscellaneous.

1. Termination of Agreement. 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 Tax Increment Financing; (c) termination of the TID; and (d) termination under Section B.1.

2. Assignment. Developer may assign this Agreement, only in writing and only in its entirety, to a special purpose entity formed to own, develop and operate the Project or purchaser of the Project upon compliance with the following procedure: the Developer shall provide at least 30 days' prior written notice of the Assignment to City which shall include a copy of the proposed assignment document, including the name, address and contact person of the entity proposed to accept said the Assignment. The City shall have 30 days to review (which review shall include due diligence with regard to the financial condition of the proposed assignee) and reasonably object to the proposed assignee. Any reasonable objection shall deny the assignment. If the City either notifies Developer of its agreement or does not notify Developer within 30 days, the Developer shall be allowed to assign this Agreement to the proposed assignee.

3. Collateral Assignment. Developer may assign its rights and obligations under this Agreement to a lender or lenders, solely for purposes of providing collateral security for a loan issued to Developer for the purposes of the construction 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. Governing Law. This Agreement has been entered into and will be governed by the laws of the State of Wisconsin, without regard to conflict of laws principles.

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

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

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

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

9. Survival. All agreements, representations, warranties, covenants, liabilities and obligations made 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. Notices. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or one day following deposit with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, 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: Cobblestone Hotels Development, LLC
Attention:

Email:

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

With a copy to: City of Sturgeon Bay Community Development Dept

421 Michigan Street
Sturgeon Bay, WI 54235
Attn: Marty Olejniczak
Email: molejniczak@sturgeonbaywi.org

With a copy to: Amundsen/Davis
318 S. Washington St, Suite 300
Green Bay, WI 54301
Attention: James M. Kalny
Email: jkalny@amundsendavislaw.com

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

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

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

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

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

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

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

[Signature pages follow]

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

CITY OF STURGEON BAY, WISCONSIN

By: _____
David J. Ward, Mayor

Attest: _____
Stephanie L. Reinhardt, City Clerk

STATE OF WISCONSIN)
)ss.
DOOR COUNTY)

Personally appeared before me this ____ day of _____, 2023, the above-named David J. Ward the Mayor of the City of Sturgeon Bay, Wisconsin, to me known to be the mayor of that city and the person who executed the foregoing agreement on behalf of the City and by its authority.

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

STATE OF WISCONSIN)
)ss.
DOOR COUNTY)

Personally appeared before me this ____ day of _____, 2023, the above-named Stephanie L. Reinhardt, the Clerk of the City of Sturgeon Bay, Wisconsin, to me known to be the clerk of that city and the person who executed the foregoing agreement on behalf of the City and by its authority.

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

Second signature page to Development Agreement
Cobblestone Hotel – City of Sturgeon Bay/_____, LLC

COBBLESTONE HOTELS DEVELOPMENT, LLC

By: _____

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally appeared before me this ____ day of _____, 2023, the above-named _____, the Managing Member of Cobblestone Hotels Development, LLC, a Wisconsin limited liability company, to me known to be the Managing Member of that limited liability company and the person who executed the foregoing agreement on behalf of that limited liability company by its authority.

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

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