



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA  
TUESDAY, APRIL 4, 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. Consideration of the following bills: General Fund – \$56,203.25, Capital Fund - \$30,617.28, Cable TV - \$10,426.87, TID #6 - \$572.00, TID #2 - \$260.00, TID #4 - \$494.00 and Solid Waste Enterprise Fund - \$1,161.44 for a grand total of \$99,734.84. [roll call]
7. **CONSENT AGENDA**
  - \* All items listed with an asterisk (\*) are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests before the Adoption of the Agenda, in which event the item will be removed from the Consent Agenda and considered immediately following the consent agenda.
  - \* a. Approval of 3/21/23 regular Common Council minutes.
  - \* b. Place the following minutes on file:
    - (1) Amended Local Arts Board – 1/11/23
    - (2) Finance/Purchasing & Building Committee – 3/14/23
    - (3) Harbor Commission – 3/15/23
    - (4) City Plan Commission – 3/15/23
  - \* c. Consideration of: Approval of beverage operator license.
  - \* d. Consideration of: Approval of Sidewalk Café Permit Application.
8. Mayoral Appointments.
9. First reading of an ordinance re: Repeal and recreate Section 20.27(2) which creates a minimum floor area for efficiency (studio) apartments units of 450 square feet in all zoning districts where multiple-family dwellings are allowed.
10. Parks & Recreation Committee/Board recommendation re: Approve Updated Fishing Tournament Rules to begin on January 1, 2024.

11. Community Protection & Services Committee recommendation re: Approve the Natural Landscape Ordinance changes.
12. First reading of ordinance re: Amending Chapter 32 of the Municipal Code – Natural Landscape and Regulations.
13. Consideration of: Community Investment Fund Projects.
14. Consideration of: Approve TID #1 Termination Resolution.
15. Consideration of: Approve Resolution Creating Tax Increment District #8.
16. Consideration of: Public Restrooms Agreement for The Muse Project.
17. Consideration of: Development Agreement with Estes Investments, LLP.
18. City Administrator report.
19. Mayor's report.
20. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 3-31-23

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.

INVOICES DUE ON/BEFORE 04/04/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL FUND				
LIABILITIES				
R0001770	JURGITA KANA	SIGN DEPOSIT REFUND/KANA	01-000-000-23168	50.00
TOTAL LIABILITIES				50.00
TOTAL GENERAL FUND				50.00
LAW/LEGAL				
AMUNDSEN	AMUNDSEN DAVIS, LLC	02/23 RUENGER PROPERTY	01-110-000-55010	676.00
AMUNDSEN		02/23 GENERAL LEGAL MATTERS	01-110-000-55010	1,938.39
AMUNDSEN		02/23 CONTRACTS/DEVELOP-TTX	01-110-000-55010	130.00
AMUNDSEN		02/23 MUSE REDEVEOPMENT	01-110-000-55010	884.00
TOTAL				3,628.39
TOTAL LAW/LEGAL				3,628.39
CITY CLERK-TREASURER				
03940	STEPHANIE REINHARDT	03.8.23 MILEAGE	01-115-000-55600	62.88
13901	MTAW	REG MEMBER DUES/CLARIZIO	01-115-000-56000	60.00
17700	QUILL CORPORATION	BINDERS/LABLS/HILIGHTR/POST IT	01-115-000-51950	139.55
USBANK	US BANK	MTA CONF REG/CLARIZIO	01-115-000-55600	125.00
TOTAL				387.43
TOTAL CITY CLERK-TREASURER				387.43
ADMINISTRATION				
USBANK	US BANK	CREDIT-CONF CANCEL	01-120-000-55600	-235.00
USBANK		MASTERCLASS BOOK	01-120-000-55600	40.07
TOTAL				-194.93
TOTAL ADMINISTRATION				-194.93
COMPUTER				
HEARTBUS	HEARTLAND BUSINESS SYSTEMS, LLC	TRANSCIVERS	01-125-000-55550	548.76
HEARTBUS		HBS FLEX SERVICES	01-125-000-55550	15,000.00
USBANK	US BANK	ZOOM	01-125-000-55550	63.99
TOTAL				15,612.75
TOTAL COMPUTER				15,612.75
BUILDING/ZONING CODE ENFORCEMT				
DEPT SAF	STATE OF WISCONSIN	ELEC INSPCT AGENCY REG/1478015	01-140-000-54999	40.00
TOTAL				40.00

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CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 04/04/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
		TOTAL BUILDING/ZONING CODE ENFORCEMT		40.00
MUNICIPAL SERVICES ADMIN.				
USBANK	US BANK	02/23 CHAD CELL SVC	01-145-000-58250	38.57
		TOTAL		38.57
		TOTAL MUNICIPAL SERVICES ADMIN.		38.57
PUBLIC WORKS ADMINISTRATION				
USBANK	US BANK	02/23 MIKE & STEVE CELL SVC	01-150-000-58250	77.14
		TOTAL		77.14
		TOTAL PUBLIC WORKS ADMINISTRATION		77.14
ELECTIONS DEPARTMENT				
USBANK	US BANK	POLL WORKERS LUNCH	01-155-000-54999	156.48
USBANK		SEMINAR REGIST/REINHARDT	01-155-000-54999	25.00
USBANK		ELECTION POSTAGE	01-155-000-54999	126.00
		TOTAL		307.48
		TOTAL ELECTIONS DEPARTMENT		307.48
CITY HALL				
02185	BAY AREA GARMENTS AND SPEC	3 HOODED SWEATSHIRTS	01-160-000-54999	109.98
23730	WPS	03/23 421 MICHIGAN STREET	01-160-000-56600	2,887.11
SHOWCASE	SHOWCASE KITCHENS, INC	COUNTER TOP	01-160-000-55300	1,615.00
WARNER	WARNER-WEXEL LLC	PAPER PRODUCTS	01-160-000-51850	61.22
		TOTAL		4,673.31
		TOTAL CITY HALL		4,673.31
GENERAL EXPENDITURES				
16570	PIONEER FIRE COMPANY	28 CPR CERTIFICATIONS	01-199-000-55605	252.00
US BANK	US BANK EQUIPMENT FINANCE	03/23 FIRE COPIER	01-199-000-55650	102.25
US BANK		03/23 FIRE COPY COVER FEB-MAR	01-199-000-55650	26.05
US BANK		03/23 ADMIN COPIER	01-199-000-55650	118.50
US BANK		03/23 ADMIN COPY OVER JAN-FEB	01-199-000-55650	32.35
US BANK		03/23 ADMIN COPY OVER FEB-MAR	01-199-000-55650	75.40
		TOTAL		606.55
		TOTAL GENERAL EXPENDITURES		606.55

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INVOICES DUE ON/BEFORE 04/04/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
POLICE DEPARTMENT				
04575	DOOR COUNTY HARDWARE	OFFICE SUPPLIES	01-200-000-51950	7.38
US BANK	US BANK EQUIPMENT FINANCE	03/23 POLICE COPIER	01-200-000-55650	218.24
US BANK		03/23 POLICE COPY OVER JAN-FEB	01-200-000-55650	43.09
US BANK		03/23 POLICE COPY OVER FEB-MAR	01-200-000-55650	52.42
USBANK	US BANK	TRAINING MEAL EXPNSE/HOUGAARD	01-200-000-55600	12.40
USBANK		TRAINING MEAL EXPNSE/HOUGAARD	01-200-000-55600	6.74
USBANK		CREDIT-LAW ENFRCE SEMINR CANCL	01-200-000-55600	-425.00
USBANK		LODGING/WI POLICE CONF-HENRY	01-200-000-55600	198.00
USBANK		CONF MEAL EXPNSE/HENRY	01-200-000-55600	11.40
USBANK		CONF MEAL EXPNSE/HENRY	01-200-000-55600	16.01
USBANK		CONF MEAL EXPNSE/BRNKMAN	01-200-000-55600	25.15
USBANK		CONF LODGING/BRNKMAN	01-200-000-55600	198.00
USBANK		CONF MEAL EXPNSE/BRNKMAN	01-200-000-55600	22.08
USBANK		FORENSIC LAB EQUIP	01-200-000-55500	32.91
USBANK		FORENSIC LAB EQUIP	01-200-000-55500	28.69
USBANK		CREDIT/LOVAS LESB INSTRUCTOR	01-200-000-55500	-275.00
USBANK		SEAGATE SERVER TECH/FOREN LAB	01-200-000-55500	809.94
USBANK		COMPUTER UPGRADE/FORENSIC LAB	01-200-000-55500	935.52
TOTAL				1,917.97
TOTAL POLICE DEPARTMENT				1,917.97

POLICE DEPARTMENT/PATROL

04590	HUMANE SOCIETY	2ND QTR ANIMAL CONTROL	01-215-000-55100	3,750.00
22800	WALMART	GARAGE DOOR REMOTE BATTERY	01-215-000-54999	9.86
22800		GUN CLEANING SUPPLIES	01-215-000-54999	56.63
PSYCHOLO	PSYCHOLOGIE CLINIQUE S.C	PSYCH SCREEN/Z MUELLER	01-215-000-57100	575.00
PSYCHOLO		PSYCH SCREEN/D ANNOYE	01-215-000-57100	575.00
USBANK	US BANK	FUEL/HOUGAARD	01-215-000-51650	44.60
USBANK		TRAILER HITCH	01-215-000-58600	224.10
USBANK		FUEL	01-215-000-51650	29.50
USBANK		1 YR RENEWAL POLICE WEBSITE	01-215-000-58999	24.00
USBANK		FUEL	01-215-000-51650	34.40
USBANK		PUBLIC SFETY CADETS REGISTRATN	01-215-000-58999	125.00
USBANK		CRITICAL IMPCT GRP REG/ENGBSE	01-215-000-55600	400.00
USBANK		LODGING/ENGBOSE	01-215-000-55600	174.64
USBANK		FUEL	01-215-000-51650	35.57
USBANK		FUEL	01-215-000-51650	24.40
USBANK		FUEL	01-215-000-51650	21.12
USBANK		FUEL	01-215-000-51650	31.31
USBANK		CYBER CRIME CONF REG/MIEKLE	01-215-000-55600	100.00
USBANK		FUEL/GANDER	01-215-000-51650	52.48
USBANK		FUEL/GANDER	01-215-000-51650	41.20
USBANK		LODGING/GANDER	01-215-000-55600	180.00
USBANK		LODGING/ZACH	01-215-000-55600	490.00
USBANK		SRO TRNING HOTEL DEP/JENNRJHN	01-215-000-55600	90.00
TOTAL				7,088.81
TOTAL POLICE DEPARTMENT/PATROL				7,088.81

FIRE DEPARTMENT

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
FIRE DEPARTMENT				
FIRE DEPARTMENT				
15890	PACK AND SHIP PLUS	SHIPPING FLOW TEST EQUIP	01-250-000-56250	36.09
FIRE SRV	FIRE SERVICE, INC.	VENT COVERS E706-E707	01-250-000-53000	239.51
QUALITY	QUALITY TRUCK CARE CENTER INC	OIL	01-250-000-53000	485.24
TRUCK CO	TRUCK COUNTRY OF WISCONSIN	FUEL FILTERS/SEPERATORS	01-250-000-53000	276.46
USBANK	US BANK	KEYBOARDS/MICE-OFFICE	01-250-000-51950	48.12
USBANK		COMPUTER CABLE ADAPTERS	01-250-000-54999	14.48
USBANK		01/23 DATA	01-250-000-58250	513.73
USBANK		WEB CAM-OFFICE	01-250-000-54999	34.90
USBANK		IPAD CASES	01-250-000-54999	37.97
USBANK		SAFTEY VESTS	01-250-000-52350	50.87
USBANK		FLIGHT-GREAT LKE TSK FORCE MTG	01-250-000-55600	546.40
USBANK		UNIFORM SHOES	01-250-000-52900	131.88
USBANK		UNIFORM BOOTS	01-250-000-52900	231.48
USBANK		LAUNDRY & KITCHEN CLEANERS	01-250-000-54999	83.50
USBANK		TABLET CASE	01-250-000-54999	77.00
USBANK		NFA MEALS	01-250-000-55600	347.84
WITMER	WITMER PUBLIC SAFETY GROUP INC	FLOOR TILE EDGE	01-250-000-53000	57.29
TOTAL FIRE DEPARTMENT				3,212.76
TOTAL FIRE DEPARTMENT				3,212.76
STREET SWEEPING				
MACQUEEN	MACQUEEN EQUIPMENT, LLC	CHANNEL	01-330-000-51400	259.39
MACQUEEN		FREIGHT	01-330-000-51400	28.26
USBANK	US BANK	TURNBUCKLE/RED ENDS	01-330-000-51400	48.11
TOTAL				335.76
TOTAL STREET SWEEPING				335.76
ROADWAYS/STREETS				
19880	STURGEON BAY UTILITIES	STREET LIGHT REPAIR	01-400-000-54999	383.13
TOTAL				383.13
TOTAL ROADWAYS/STREETS				383.13
SNOW REMOVAL				
SNOW REMOVAL				
13825	MORTON SALT	71.63 TON ROAD SALT	01-410-000-52400	5,974.66
PACKER	PACKER CITY TRUCKS, INC	BRAKE CHAMBER	01-410-000-51400	53.22
PACKER		BRAKE CHAMBER	01-410-000-51400	53.22
PACKER		SPRING	01-410-000-51400	101.10
R0000655	TRANSMOTION, LLC	HOSE & FITTINGS	01-410-000-51400	352.49
USBANK	US BANK	SQUARE PINS	01-410-000-51400	14.98
TOTAL SNOW REMOVAL				6,549.67
TOTAL SNOW REMOVAL				6,549.67

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
STREET MACHINERY				
06012	FASTENAL COMPANY	HARDWARE	01-450-000-53000	30.63
19959	SUPERIOR CHEMICAL CORP	ALUMINUM CLEANER	01-450-000-52150	134.52
19959		BREAK AWAY	01-450-000-52150	156.23
19959		GLASS CLEANER	01-450-000-52150	100.44
19959		URINE CATCHER	01-450-000-52150	187.50
19959		FREIGHT	01-450-000-52150	85.95
ADVAUTO	GENERAL PARTS DISTRIBTION LLC	BELT	01-450-000-53000	11.41
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	BATTERY	01-450-000-53000	138.00
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	BATTERY	01-450-000-53000	50.61
O'REILLY		ADAPTER	01-450-000-53000	9.99
WURTH	WURTH USA, INC	FLAP WHEELS	01-450-000-54999	42.10
TOTAL				947.38
TOTAL STREET MACHINERY				947.38
CITY GARAGE				
19275	SHERWIN WILLIAMS	PAINT	01-460-000-55300	65.37
USBANK	US BANK	PLANNER BLADES	01-460-000-52700	26.89
TOTAL				92.26
TOTAL CITY GARAGE				92.26
HIGHWAYS - GENERAL				
GIESSEMA	CASEY GIESSEMAN	SAFETY BOOTS/GIESSEMANN	01-499-000-56800	121.33
ROBILLAR	STEVE ROBILLARD	SAFETY BOOT/ROBILLARD	01-499-000-56800	145.85
TOTAL				267.18
TOTAL HIGHWAYS - GENERAL				267.18
PARK & RECREATION ADMIN				
17700	QUILL CORPORATION	CERAMIC TOWER HEATER	01-500-000-51950	85.99
USBANK	US BANK	BREWER TICKETS/BUS PARKING	01-500-000-52250	2,049.00
USBANK		CREDIT BUS PARKING	01-500-000-52250	-70.00
USBANK		02/23 PARK & WTR WEED CELL SVC	01-500-000-58250	77.14
TOTAL				2,142.13
TOTAL PARK & RECREATION ADMIN				2,142.13
PARKS AND PLAYGROUNDS				
20725	T R COCHART TIRE CENTER	FLAT	01-510-000-53000	30.00
ADVAUTO	GENERAL PARTS DISTRIBTION LLC	ENAMEL/FILL CAN	01-510-000-53000	146.40
USBANK	US BANK	PARK BATHROOM PARTITIONS	01-510-000-54999	166.59
TOTAL				342.99

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CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 04/04/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
TOTAL PARKS AND PLAYGROUNDS				342.99
ICE RINKS				
USBANK	US BANK	SHOELACES	01-530-000-54999	41.94
TOTAL				41.94
TOTAL ICE RINKS				41.94
COMMUNITY & ECONOMIC DEVLPMT				
USBANK	US BANK	APA CONF REG/OLEJNICZAK	01-900-000-55600	785.00
TOTAL				785.00
TOTAL COMMUNITY & ECONOMIC DEVLPMT				785.00
TOTAL GENERAL FUND				49,333.67
CAPITAL FUND				
CITY HALL				
CITY HALL EXPENSE				
AMER O D	AMERICAN OVERHEAD DOOR	GARAGE DOOR OPENER	10-160-000-59999	465.00
AMER O D		LABOR	10-160-000-59999	1,260.00
TRAVIS	TRAVIS PRICE MASONARY	PLASTERING-OFFICE SECURITY	10-160-000-59040	210.00
TOTAL CITY HALL EXPENSE				1,935.00
TOTAL CITY HALL				1,935.00
GENERAL EXPENDITURES				
NEVCOSPO	NEVCO SPORTS,LLC	FOOTBLL/SCCER SCOREBOARD	10-199-000-59999	16,424.63
TOTAL				16,424.63
TOTAL GENERAL EXPENDITURES				16,424.63
FIRE DEPARTMENT				
EXPENSE				
13842	MOTOROLA	FLEX TOUCH SOFTWARE	10-250-000-59000	9,447.34
PAULCONW	PAUL CONWAY SHIELDS	HELMET SHIELD	10-250-000-59050	60.50
USBANK	US BANK	BRUSH TRUCK EQUIP	10-250-000-59060	223.56
USBANK		HITCH	10-250-000-59060	340.75
USBANK		TRUCK CAP & ROLLOUT	10-250-000-59060	2,185.50
TOTAL EXPENSE				12,257.65
TOTAL FIRE DEPARTMENT				12,257.65
TOTAL CAPITAL FUND				30,617.28

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INVOICES DUE ON/BEFORE 04/04/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
MANN	MANN COMMUNICATIONS, LLC	04.04.23 CONTRACT	21-000-000-55015	5,442.42
USBANK	US BANK	CAMERA REPLACEMENT	21-000-000-59070	4,984.45
TOTAL CABLE TV / GENERAL				10,426.87
TOTAL CABLE TV / GENERAL				10,426.87
TOTAL CABLE TV				10,426.87
TID #6 DISTRICT				
TID #6 DISTRICT				
TID #6 DISTRICT				
AMUNDSEN	AMUNDSEN DAVIS, LLC	02/23 CONTRACTS/DEVELOP-COBBLE	22-360-000-55001	572.00
TOTAL TID #6 DISTRICT				572.00
TOTAL TID #6 DISTRICT				572.00
TOTAL TID #6 DISTRICT				572.00
TID #2 DISTRICT				
TID DISTRICT #2				
AMUNDSEN	AMUNDSEN DAVIS, LLC	02/23 WRA MATTERS	25-320-000-55001	260.00
TOTAL				260.00
TOTAL TID DISTRICT #2				260.00
TOTAL TID #2 DISTRICT				260.00
TID #4 DISTRICT				
TID #4 DISTRICT				
TID #4 DISTRICT				
AMUNDSEN	AMUNDSEN DAVIS, LLC	02/23 PLAZA REDEVELOPMENT	28-340-000-55001	494.00
TOTAL TID #4 DISTRICT				494.00
TOTAL TID #4 DISTRICT				494.00
TOTAL TID #4 DISTRICT				494.00
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
DIAMOND	DIAMOND BUSINESS GRAPHICS	REFUSE TAGS	60-000-000-54999	275.72
ONESOURC	ONESOURCE PARTS	CARTRIDGE VALVE & COILS	60-000-000-53000	863.16
ONESOURC		SHIPPING	60-000-000-53000	22.56
TOTAL SOLID WASTE ENTERPRISE FUND				1,161.44
TOTAL SOLID WASTE ENTERPRISE FUND				1,161.44
TOTAL SOLID WASTE ENTERPRISE				1,161.44
TOTAL ALL FUNDS				92,865.26

**MANUAL CHECKS**

SECURIAN FINANCIAL GROUP 03/15/23 Check # 91634 04/23 Life Insurance 01-600-000-50552	\$ 2,641.95
SPECTRUM 03/21/23 Check # 91635 02/23 Cable Statement Charges 01-160-000-58999	\$147.00
DOOR COUNTY TREASURER 03/21/23 Check # 91636 Lot Cr. Wood Est. 281-10-851000303 01-000-000-12110	\$331.30
SOUTHERN DOOR SCHOOL DISTRICT 03/28/23 Check # 91698 02/23 Mobile Home Tax Payment 01-000-000-41300	\$195.07
STURGEON BAY SCHOOL DISTRICT 03/28/23 Check # 91699 12/22 Bal Due & 02/23 Mobile Home Tax Payment 01-000-000-41300	\$3,554.26
<b>TOTAL MANUAL CHECKS</b>	<b>\$6,869.58</b>

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INVOICES DUE ON/BEFORE 04/04/2023

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

GENERAL FUND	<del>49,333.67</del> 56,203.25
CAPITAL FUND	30,617.28
CABLE TV	10,426.87
TID #6 DISTRICT	572.00
TID #2 DISTRICT	260.00
TID #4 DISTRICT	494.00
SOLID WASTE ENTERPRISE	1,161.44
	-----
TOTAL --- ALL FUNDS	<del>92,865.26</del> 99,734.84

*Jeff Wilkerson*  
3/28/23  
*Helem Bacon* 3/28/23

COMMON COUNCIL  
March 21, 2023

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

Williams/Nault to adopt the agenda. Carried.

The following people spoke during public comment: Chris Kellems, 120 Alabama Street.

Laurel Hauser, President of SBHSF, presented a granary update to the Council.

Bacon/Wiederanders to approve following bills: General Fund – \$290,683.45, Capital Fund - \$56,855.68, TID #4 - \$2,632.50, Solid Waste Enterprise Fund - \$17,984.39 and Compost Site Enterprise Fund – \$103.39 for a grand total of \$368,259.41. Roll call: All voted aye. Carried.

Gustafson/Williams to approve consent agenda:

- a. Approval of 3/7/23 regular Common Council minutes.
- b. Place the following minutes on file:
  - (1) Joint Parks & Recreation Committee/Board – 2/22/23
  - (2) Finance/Purchasing & Building Committee – 2/28/23
- c. Place the following reports on file:
  - (1) Police Department Report – February 2023
  - (2) Bank Reconciliation – December 2022
  - (3) Financial Report – December 2022
  - (4) Bank Reconciliation – February 2023
  - (5) Financial Report – February 2023
- d. Consideration of: Approval of beverage operator license.
- e. Consideration of: Approval of Class B Beer license.

Carried.

Williams/Statz to approve the following mayoral appointment:

**BRADLEY LAKE AD HOC COMMITTEE – CO-CHAIRS**

Gary Nault  
Helen Bacon

Carried.

Wiederanders/Nault to approve the following mayoral appointment:

**BRADLEY LAKE AD HOC COMMITTEE – STAFF MEMBERS**

Josh VanLieshout  
Mike Barker  
Chad Shefchik

Carried.

Reeths/Gustafson to approve the following mayoral appointment:

**BRADLEY LAKE AD HOC COMMITTEE – CITIZEN MEMBERS**

Nicholas Haus  
Nicholas Lutzke

Carried.

Nault/Statz to approve the following mayoral appointment:

**BRADLEY LAKE AD HOC COMMITTEE – CONSULTANTS**

Peter Hurth

Skyler Witalison

Carried.

The public hearing regarding the proposed amendments to the Zoning Code – Section 20.27(2) which creates a minimum floor area for efficiency (studio) apartments units of 450 square feet in all zoning districts where multiple-family dwellings are allowed was opened at 6:16 pm and closed at 6:17 pm. No one spoke during the public hearing.

Nault/Gustafson to adopt the resolution regarding Principal Forgiven Financial Assistance Program. Carried.

Williams/Gustafson to adopt the resolution authorizing submittal of CDI Grant Application for the Sturgeon Bay Plaza Redevelopment Project. Carried.

**RECOMMENDATION**

We, the Finance/Purchasing & Building Committee, hereby recommend to write-off the following 2021 delinquent personal property tax account bills in the amount of \$69.90.

Write-off List

<u>Tax Acct #</u>	<u>Name</u>	<u>Proposed Write-off amount</u>
281-1221	Madison Ave Tattoo, LLC	\$21.91
281-1285	Lepack Jostsons, Inc	\$37.20
281-1454	Cut Hut	\$1.14
281-1600	Ascension at Home	\$9.65
TOTAL		\$69.90

**FINANCE/PURCHASING & BUILDING COMMITTEE**

BY: Helen Bacon, Chr.

Introduced by Bacon. Bacon/Wiederanders to adopt. Carried.

**RECOMMENDATION**

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the site lease request from US Cellular for a new cell tower at Big Hill Park.

**FINANCE/PURCHASING & BUILDING COMMITTEE**

By: Helen Bacon, Chr.

Introduced by Bacon. Bacon/Wiederanders to adopt. Carried.

There was not a City Administrator report.

Mayor Ward gave his report.

Nault/Williams to adjourn. Carried. The meeting adjourned at 6:46 p.m.

Respectfully submitted,



Stephanie L. Reinhardt  
City Clerk/HR Director



## AMENDED

CITY OF STURGEON BAY  
LOCAL ARTS BOARD MEETING  
Wednesday, January 11th, 2023, 9:00 A.M.  
Council Chambers, City Hall, 421 Michigan Street

A meeting of the Local Arts Board was called to order at 09:12AM., by Chairperson/Alder Helen Bacon in Council Chambers, City Hall, 421 Michigan Street.

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

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

1. Roll Call.
2. Adoption of the agenda.
3. Review of Minutes from December 14<sup>th</sup>, 2022
4. Public comment on agenda items.
5. Chair's report.
6. Consideration of accepting donation of sturgeon sculptures from Destination Sturgeon Bay
7. Discussion of coordination/design of Sculpture walk.
8. Discussion of Local Arts Board page on City's website.
9. Adjourn.

All in favor. Carried.

**Review of Minutes from December 14<sup>th</sup>, 2022 [3]:** No corrections or changes were requested.

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

**Chair's report [5]:** Chair Bacon spoke on the following items: 1) Believes the Board needs to direct focus on the written and spoken word. Shared the 2023 Door County Library's Big Read is *Raft of Stars* by A. J. Graff and stated the program is a plus in the community. 2) Announced she, Moira Harrington (Wisconsin Sea Grant), and artist William Plautus, met via Zoom to discuss the Plautus's submission for the WI Sea Grant 50<sup>th</sup> Anniversary Mural call for artists. Plautus and Harrington will be coming to Sturgeon Bay to meet in person and tour potential sites for installation. 3) The Recommendation to accept Nathan Hatch's sculpture *Horizon* on loan was considered by the Joint Parks and Recreation Board/Committee at their December meeting. Though the piece was too abstract for some members, the Board voted to accept the piece with one member voting against. Parks and Recreation Board/Committee wishes to approve placement. Local Arts Board discussed the importance of involving the artist in placement decisions. Nathan Hatch and Barker will meet to discuss placement. 4) Regarding artist Steven Haas's sculpture *Crosswind Approach*, whose loan period ends in 2023, there are questions that must be addressed such as will the piece be purchased and if so will it be moved as the current site was meant for a rotation of art pieces. Board member melaniejane has spoken with Michelle Zjala Winter (artist's life partner/ Green Bay, WI) regarding the status of the possibility it may purchased for donation to the City.

**Consideration of accepting donation of sturgeon sculptures from Destination Sturgeon Bay [6]:** Discussion among Board members included 1) it is unknown as to how long the sculptures will last when installed out of doors 2) placement of the two pieces in relation to each other and the site must be carefully considered 3) The pieces need sealing/polyurethane and some repair. It may be possible for Municipal Services to perform this work. 4) Displaying the pieces rather than leaving them in storage is respectful of the community supported event through which they were

created, Destination Sturgeon Bay, the sponsor, and the artist. The Board also discussed possible locations for installation of the pieces: 1) Fish hatchery area near Bradley Lake in Sunset Park 2) on or near the grassy mounds on the West Waterfront Promenade near Locust Street. The Board expressed their desire to be invited if there is a meeting regarding placement of the sculptures. Motion to accept the donation of two sturgeon sculptures from Destination Sturgeon Bay was made by Lockwood with second by Trenchard.

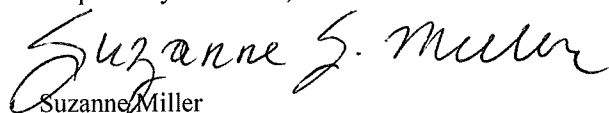
**Discussion of coordination/design of Sculpture walk [7]:** Chair Bacon reported Destination Sturgeon Bay states their #1 request is for walking tours/maps and states there is a possibility for them to obtain a Joint Effort Marketing (JEM) Grant to finance development of such tours. Also, Bacon again described Jacob Janssen's (Third Avenue Playworks) interest in developing audio to tell stories about the art pieces/narrate the walk. The Board discussed developing walks focused on 1) Historic Sturgeon Bay 2) Third Avenue 3) Sculpture 4) Public Art and 5) Murals. It was decided a meeting involving Destination Sturgeon Bay, Third Avenue Playworks, Door County Maritime Museum, Door County Historical Society, Miller Art Museum, and representatives of the Local Arts Board should be scheduled to start the planning. Bacon will contact the different entities and schedule a meeting.

**Discussion of Local Arts Board page on City's website [8]:** Item postponed until board member melaniejane is able to attend the meeting.

**Motion to adjourn [9]:** by Trenchard with second by Morkin. All in favor. Motion carried. Meeting adjourned at 10:00A.M.

**Next Meeting Date: Wednesday, March 8th @ 09:00 A.M. – Council Chambers, City Hall.**

Respectfully submitted,

  
Suzanne Miller

## **JOINT REVIEW BOARD**

Thursday, March 9, 2023

A meeting of the Joint Review Board was called to order at 1:05 p.m. by Josh Van Lieshout in Council Chambers, City Hall, 421 Michigan Street.

**Roll call:** Members present were City of Sturgeon Bay representative Josh Van Lieshout, Sturgeon Bay Schools representative Mike Stephani, NWTC representative Chet Lamers by zoom, and Door County representative Steve Wipperfurth. Also present were Finance Director/City Treasurer Val Clarizio, Community Development Director Marty Olejniczak, Planner/Zoning Administrator Stephanie Servia, Robert W. Baird representative Adam Ruechel by zoom and Community Development Administrative Assistant Cindy Sommer.

**Appointment of Chairperson:** Moved by Mr. Van Lieshout, seconded by Mr. Wipperfurth to nominate Josh Van Lieshout as Chairperson of the Joint Review Board. All ayes, motion carried.

**Appointment of Public Member:** Moved by Mr. Van Lieshout, seconded by Mr. Wipperfurth to nominate Bill Chaudoir as the public member of the Joint Review Board. All ayes, motion carried. Mr. Chaudoir then joined the meeting by zoom.

**Discuss Role of the Joint Review Board:** Mr. Olejniczak stated the members have had extensive experience participating on the Joint Review Board and, therefore, discussion of the Joint Review Board role was brief.

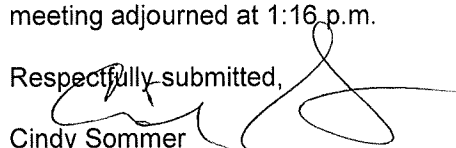
**Overview of purpose and description of the Tax Incremental District No. 8 being created:** Mr. Olejniczak provided an overview of the proposed TID #8. The district boundary would be along the area of Jefferson Street and North 3<sup>rd</sup> and 4<sup>th</sup> Avenue, including the former ACE Hardware, the former PIP Printing and the former Moeller Auto sites. There is a development agreement with Shirley Weese Young for a two-story mixed use building with the lower level to be a performing arts and music school and the upper level to consist of efficiency (studio) type dwelling units. The development agreement would provide for public restrooms in that area. The development agreement also provides for a minimum assessed value of the project at \$4 million. There are other development projects nearby in the early stages that are not firm yet. The plan includes sidewalk and street improvements on Jefferson Street from 3<sup>rd</sup> Avenue to 7<sup>th</sup> Place and repairs to the parking structure on 1<sup>st</sup> Avenue.

Mr. Ruechel explained that the proposed TID #8 meets the percentage requirements for a mixed use TID, which includes commercial, residential and industrial uses. The proforma in the agenda packet shows that the TID would have a positive balance at the end of the term, but could require some loans in the early years.

**Set next meeting date for formal review and action of Tax Incremental District No.7:** The next meeting date is scheduled for April 13, 2023 at 1:00 pm in the Council Chambers, City Hall.

**Adjourn:** Moved by Mr. Wipperfurth, seconded by Mr. Stephani to adjourn. All ayes, motion carried. The meeting adjourned at 1:16 p.m.

Respectfully submitted,

  
Cindy Sommer  
Administrative Assistant  
Community Development

**FINANCE/PURCHASING & BUILDING COMMITTEE**  
**March 14, 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: City Administrator VanLieshout, City Treasurer/Finance Director Clarizio, 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 agenda:

1. Roll call.
2. Adoption of agenda.
3. Public comment on agenda items and other issues related to finance & purchasing.
4. Consideration of: Terminate TID #1 (Industrial Park TID)
5. Consideration of: Amendment to TID #7 Project Plan.
6. Review bills.
7. Adjourn.

Carried.

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

Consideration of: Terminate TID #1 (Industrial Park TID).

City Administrator Van Lieshout commented that TID #1 was very successful for the City. The Council previously voted to extend the TID for 1 year, which is now over. The resolution presented will close TID #1.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to approve the resolution to close TID #1 (Industrial Park) and forward to the Common Council. Carried.

Consideration of: Amendment to TID #7 Project Plan

City Administrator Van Lieshout explained that at the last meeting the Common Council directed the Finance Committee to examine amending the TID #7 project plan to consider acquiring and constructing a public right of way between S. Duluth Ave and S. Ashland Ave. By doing so this would provide access to the businesses on the north side of Green Bay Rd. He stated there are necessary steps needed prior to moving forward. Staff is requesting to begin the investigative process with the title company and City Attorney for interpretation of title results and determination of appropriate actions. The matter would be brought back to Committee or Council for further direction. Community Development Director Olejniczak commented that the project plan provides language regarding street improvements.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to direct Staff to begin the investigative process. 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 Wiederanders, seconded by Alderperson Williams to adjourn. Carried. The meeting 4:14pm.

Respectfully submitted,



Tricia Metzger

**Harbor Commission Meeting  
March 15, 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, Nancy Schopf, Paul Mickelson, Steve Propsom and Caitlin Oleson were present. Robert Spude was absent. Also present were City Administrator Josh VanLieshout, Municipal Services Director Mike Barker, and Municipal Services Assistant Colleen DeGrave.

Moved by Paul Mickelson, second by Nancy Schopf to adopt the following agenda minus item #4:

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

Carried.

**Public Comment:**

No public comment.

**Discussion of: Dunlap's Reef by the Coast Guard**

At the last Harbor Commission meeting Chairperson Nault explained there have been incidents of boaters getting stuck on Dunlap's reef or damage to boats due to the shallow depth at the reef. Discussion took place regarding education to boaters being the most important factor, and Chairperson Nault invited the Coast Guard to speak at this Harbor Commission meeting regarding what the options for the City would be to help prevent some of this in the future. Ted Connelly from the Coast Guard was present and spoke as to what the options would typically be, and stated he thought the committee should contact Rob Grunwald at ATON to discuss the options. Mr. Connelly stated the Coast Guard has a Facebook page that could put out some educational information to boaters that might help.

Motion by Paul Mickelson, second by Caitlin Oleson to adjourn. Meeting adjourned at 3:54 p.m.

Respectfully Submitted,



Colleen DeGrave  
Municipal Services Administrative Assistant

**CITY PLAN COMMISSION MINUTES  
March 15, 2023**

A meeting of the City Plan Commission was called to order at 6:00 p.m. on Wednesday, February 15, 2023, by Mayor Ward in Council Chambers, City Hall, 421 Michigan Street, Sturgeon Bay.

**Roll Call (#1):** Members David Ward, Dennis Statz, Kirsten Reeths, Mark Holey, Jeff Norland and Amy Stephens were present. Member Helen Bacon was excused. Staff present were Community Development Director Marty Olejniczak, Planner/Zoning Administrator Stephanie Servia and Community Development Administrative Assistant Cindy Sommer.

**Agenda (#2):** Motion by Mr. Norland and seconded by Ms. Stephens to accept the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from February 15, 2023.
4. Public comment on non-agenda Plan Commission related items.
5. Consideration of: Conditional Use application from Jurgita and David Kana to convert single-family dwelling to two-family dwelling on property located at 114 N. 7<sup>th</sup> Avenue, parcel #281-62-25002701A.
  - a. Presentation
  - b. Public Hearing
  - c. Consideration/Recommendation
6. Project plan and boundaries for Tax Incremental District #8.
  - a. Presentation
  - b. Public Hearing
  - c. Consideration
7. Consideration of: Exception to street yard (setback) in the Central Business (C2) district for proposed Muse development located at corner of 3<sup>rd</sup> Avenue and Jefferson Street, parcel #281-10-85380604B.
8. Consideration of: Initial presentation of zoning map amendment petition by Rachel Garaventa from C-1 to R-4 for parcel located at the northwest corner of Alabama Street and 18<sup>th</sup> Avenue - parcel # 281-70-33001113D.
9. Adjourn.

All ayes. Motion carried.

**Approval of minutes from February 15, 2023 (#3):** Motion by Mr. Holey and seconded by Ms. Reeths to approve the minutes from February 15, 2023. All ayes. Motion carried.

**Public Comment on non-agenda Plan Commission related items (#4):** Carl Wennerstrand of 4408 Cherry Rd, Sturgeon Bay, commented that the city's process of the acquiring a private road should be slowed down and given time for consideration, and the community should be considered as well.

**Consideration of: Conditional Use application from Jurgita and David Kana to convert single-family dwelling to two-family dwelling on property located at 114 N. 7<sup>th</sup> Avenue, parcel #281-62-25002701A (#5):**

**Presentation (a):** Mr. Olejniczak explained that this application involves a large dwelling on a large wooded lot with mature trees in the R-2 Single-Family Residential neighborhood. The surrounding area is all zoned R-2 with mostly single-family homes and a few duplexes. It is part of the Louisiana Street and 7<sup>th</sup> Avenue Historic District. The comprehensive plan identifies this area for continued single-family, two-family and a handful of multi-family dwellings where historic preservation is supported. The building was listed as pivotal in the 1980's when the historic district was created, however the building itself has changed significantly since then, including the addition of exterior staircases and a second story to the rear. The Kana's are planning to use the upper level as one unit and the lower level as a second unit. They initially applied for a planned unit development rezoning to facilitate a four-unit dwelling but withdrew that application in January.

Some exterior changes that have been made are windows that were moved, eliminated or resized and some doorway changes. Mr. Olejniczak noted that the property is large enough that it could be split into two parcels, which had been done in the past, but then the lots were re-combined again. The historic district designation does not preclude the changes that were made because the dwelling is not covered by the city's Historic Preservation ordinance.

Staff believes that the findings for a conditional use have been met and staff recommends approval of the conditional use application with the following conditions: 1) the lot would not be divided and only two dwelling units would be permitted; 2) there would be no short-term rentals of less than 7 consecutive days; 3) exterior lighting shall be downward directed and not shining onto other properties; 4) garbage/recycling containers shall be screened or stored inside. Additional possible conditions that the members may want to consider would be: 5) no trees shall be removed, except dead and diseased at the discretion of the city forester; 6) with the exception of bathrooms, no windows on the Kentucky Street side of the dwelling shall be changed; 7) one of the units must be owner occupied.

Jurgita and David Kana, the property owners, explained that their initial application was for rezoning to convert the dwelling into 4 units, however the work was too extensive to bring it up to code. Jurgita indicated they would like to remove a tree in the parking lot because it is buckling the asphalt and creating a hazard. They plan to continue to live in the home but would like to house another family. They do not intend to make many changes to the exterior of the building. The windows that are being removed are due to being oddly placed and close to the ceiling in the interior, and they are not functional. They have no intention of running a bed and breakfast. She further explained that a large window was replaced with a sliding door because the old window leaked and caused water damage.

**Public Hearing (b):** Mayor Ward opened the public hearing at 6:25 p.m. Julie Hein of 806 Quincy Street pointed out that this is the oldest home in the neighborhood and was a pivotal home in the creation of the historical district on the state and national registries. She stated that some of the windows have been removed without a permit. She stated that she believes this is still going to be a 4-unit multi-plex in reality because it would just be a matter of closing two doors to separate the two units into 4. She pointed out that the plans show three laundry areas, two kitchens and two wet bars. She stated that the owners have been non-compliant with the zoning code for the past two years because they have been housing many of their employees. Julie further stated that when the applicants applied for the zoning change, many of the neighbors submitted letters in opposition and she urged the members to read them if they hadn't already done so. She urged the members to deny their application and said that if this application gets approved, she is concerned about the future of the neighborhood because this will set a precedent.

D.J. Jeanquart of 130 N. 7<sup>th</sup> Avenue has lived in the neighborhood for 23 years. He indicated he lives directly across Kentucky Street in an historic district that has been recognized throughout the Midwest. He is proud to live in this district and is requesting that the applicants be denied. He stated that the duplex could easily be turned into a 4-plex by simply closing a door. He stated that at least 8 unrelated people were living in the house last year and more than 7 cars were parked in the driveway. He does not believe the tree in the parking lot should be removed to expand the driveway. He stated that people move into this neighborhood for the peace and quiet and he feels the property values will decrease if this type of housing is approved. He also requested that the members review the letters submitted by the neighbors at the time of the rezoning application.

Linda Switzer of 612 Louisiana Street moved onto the corner lot of Louisiana and 7<sup>th</sup> Avenue five years ago because she and her husband love the homes in this district. They purchased a Dutch Colonial type home that didn't fit the district and spent a great deal of money restoring the home to fit. Linda enjoyed seeing the beautiful window that has now been replaced with the patio door. She is concerned that previous violations have not been addressed in other 4-unit dwellings in the area. She stated she wants to see enforcement of the code in this area where the neighbors take such pride in their neighborhood.

Hannah Palous (sp?) of 7 S. Madison Avenue, Apartment 1, stated she is in support of this application. She stated she respects the other speakers' points of view but would like to see newer, more inclusive attitudes in this tourist-driven area. Hannah is happy the applicants want to help with housing for their employees

and questions where the workers can find housing if this is denied and if the previous speakers are willing to step up and help with housing. She stated the house was vacant for a period of time and if the neighbors felt it had such significant historical value, why wasn't it purchased by the historical society at that time. She indicated that closing the doors to make the dwelling into 4 units is just hypothetical and doesn't mean it would actually happen.

Carl Wennerstrand of 4408 Cherry Road stated that the neighbors hold no responsibility for assisting with housing and that consideration should be given for the community of people that are concerned. He indicated that the aesthetic value of this property has already been damaged but the city shouldn't support this trend. He appreciates the architecture of the city's historic buildings.

Linda Switzer stated she is offended by Hannah's implication that the neighbors are not inclusive of where tenants are from. She is concerned with too many tenants and questions how violations would be enforced.

Hannah Palous stated she did not intend to insult or upset anyone but feels that the neighbors should be more inclusive.

Julie Hein stated that the home was not vacant, the previous owner passed away and should be honored for the contributions she made to the home.

Jurgita Kana stated that there are several duplexes in the neighborhood already and proceeded to list the addresses. She stated she does have a building permit for the work that's being done. They had planned to replace the windows last year but shipment of the replacements was delayed due to the pandemic. She admitted that they had employees living with them last year but they have since purchased employee housing in Carlsville and will not be using this residence for that purpose. The tree in the driveway should be removed because it is causing damage to the asphalt.

A letter in opposition from Beth Stratka of 123 N. 7<sup>th</sup> Avenue was read into the record. The public hearing was closed at 7:09 p.m.

**Consideration (c):** The members discussed several issues relating to the conditional use request, including the definition and interpretation of a family and number of possible tenants: the historic value of the home and changes to the dwelling made through the years, and currently: and the existence of other 2-family dwellings in the area. A motion was made by Mayor Ward to postpone this matter until the next meeting to allow staff time to consider options for conditions. Motion seconded by Mr. Norland. All ayes, motion carried.

#### **Project plan and boundaries for Tax Incremental District #8 (#6):**

**Presentation (a):** Adam Ruechel of R.W. Baird discussed the proposed new TID district. This will be a mixed-use district consisting of three parcels along Jefferson Street and North 3<sup>rd</sup> and 4<sup>th</sup> Avenue. He discussed the draft plan that was presented in the agenda packet, went over the requirements of the district and explained the process. The proforma in the packet projects that the TID will recover its costs in about 14 years, at which point it could be closed early if desired. He explained that TID proceeds could be used for city improvements in the ½ mile radius area of the TID parcels.

The members discussed the statutory timelines, the purpose of the Joint Review Board and when improvements could be done in the ½ mile radius areas. Mayor Ward pointed out that TID #1 will be closing in April, which will free up substantial capacity for using tax increment financing in the city.

**Public Hearing (b):** The public hearing was opened at 7:45 p.m. Joint Review Board Chairperson Josh Van Lieshout stated that he believes this is a great opportunity to redevelop a significant corner in the city, which should energize and bring more activity to the 3<sup>rd</sup> Avenue business district. Public hearing was closed at 7:47 p.m.

**Consideration (c):** Mr. Olejniczak stated that, if the members agree with creating the TID, the next step is a resolution to the Common Council recommending that TID #8 be created. Mr. Holey motioned to approve the resolution to recommend the creation of TID #8 to council as presented. Mr. Norland seconded motion. All ayes, motion carried.

**Consideration of: Exception to street yard (setback) in the Central Business (C2) district for proposed Muse development located at corner of 3<sup>rd</sup> Avenue and Jefferson Street, parcel #281-10-85380604B (#7):** Ms. Servia explained that Shirley Weese Young is requesting that the proposed Muse development be permitted to have an exception to the street yard setbacks. The city's municipal code allows the Plan Commission to approve this type of exception in the Central Business (C-2) district. The request is for the building to be set back 1 foot from Jefferson Street and 5 feet from N. 3<sup>rd</sup> Avenue where the public restrooms will be located. The rest of the building will be set back 30 feet from 3<sup>rd</sup> Avenue. Reduced street yard setbacks have been common practice in other downtown commercial areas of the city. Staff recommends approval of the exception as presented. Mr. Statz motioned to approve the exception to the street yard setbacks as presented. Ms. Stephens seconded motion. All ayes, motion carried.

Ms. Weese Young states that she very much appreciates the vote of confidence for this project.

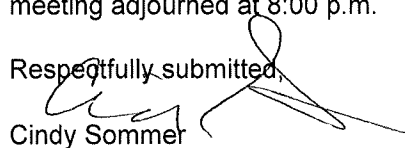
**Consideration of: Initial presentation of zoning map amendment petition by Rachel Garaventa from C-1 to R-4 for parcel located at the northwest corner of Alabama Street and 18<sup>th</sup> Avenue - parcel # 281-70-33001113D (#8):** Ms. Servia introduced this initial presentation of a zoning map amendment by Rachel Garaventa to amend this parcel from General Commercial (C-1) to Multiple-Family Residential (R-4) to allow Ms. Garaventa and her son, Nicholas Prechel, to construct a single-family dwelling on the parcel as well as retain the ability to add an accessory building for commercial purposes in the future. There are several other R-4 parcels along Alabama Street so it fits with the neighborhood.

Nicholas Prechel explained that he will be building this house with his mother. He plans to keep the lot as wooded as possible. The driveway would go on the north end of the parcel off of 18<sup>th</sup> Avenue near the existing electrical box. He is planning to purchase a modular home and possibly add a mother-in-law suite over the garage at a later date.

No formal action was taken. This will be scheduled for public hearing at the next meeting.

**Adjourn (#9):** Mr. Statz motioned to adjourn, seconded by Mr. Norland. All ayes, motion carried. The meeting adjourned at 8:00 p.m.

Respectfully submitted,



Cindy Sommer  
Community Development  
Administrative Assistant

## BEVERAGE OPERATOR LICENSES

1. Parsons, Justin R.

Application for sidewalk café permit must include:

- ON FILE

☒ *AB* Copy of Sidewalk Café Ordinance provided to applicant.

## HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The undersigned certifies that he or she is a duly authorized agent of THE GROSSMORY / GROSSMORY'S and is duly empowered and authorized to execute this hold harmless and indemnification agreement on behalf of the above referenced party.

The undersigned in consideration of being allowed to use City property to SIDEWALK CAFE, which shall encroach in the public right-of-way adjacent to property located at 23 N. 3rd Ave; do hereby release, acquit, and forever discharge the City of Sturgeon Bay, its officers, agents, and employees (hereinafter known as City), from any and all actions, causes of action, claims, demands, costs, expenses and compensation related to property damages, personal injury or death arising out of any accident or occurrence while maintaining said encroachment in the public right-of-way. The undersigned further agrees to hold harmless and defend the City from any claims or actions arising from said Sidewalk cafe use as an encroachment in the public right-of-way.

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

Dated this 14 day of MARCH, ~~2007~~ 2023

By: Rachel D. Grossmory CEO Grossmory's

By: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/15/2023

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).

<b>PRODUCER</b> Vincent Urban Walker and Associates 300 Dousman St. PO Box 8608 Green Bay WI 54308-8608	<b>CONTACT NAME:</b> Dawn Killian <b>PHONE (A/C, No, Ext):</b> (920) 432-7246 <b>E-MAIL ADDRESS:</b> dkillian@vuw4ins.com <b>FAX (A/C, No):</b> (920) 432-0744
<b>INSURED</b> Gnome Games, LLC 1683 East Mason Street Green Bay WI 54302	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> West Bend Mutual Ins. Co. <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES** **CERTIFICATE NUMBER:** CL2331513338 **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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		2040515 09	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

City of Sturgeon Bay is included as additional insured regarding General Liability.

## CERTIFICATE HOLDER

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

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

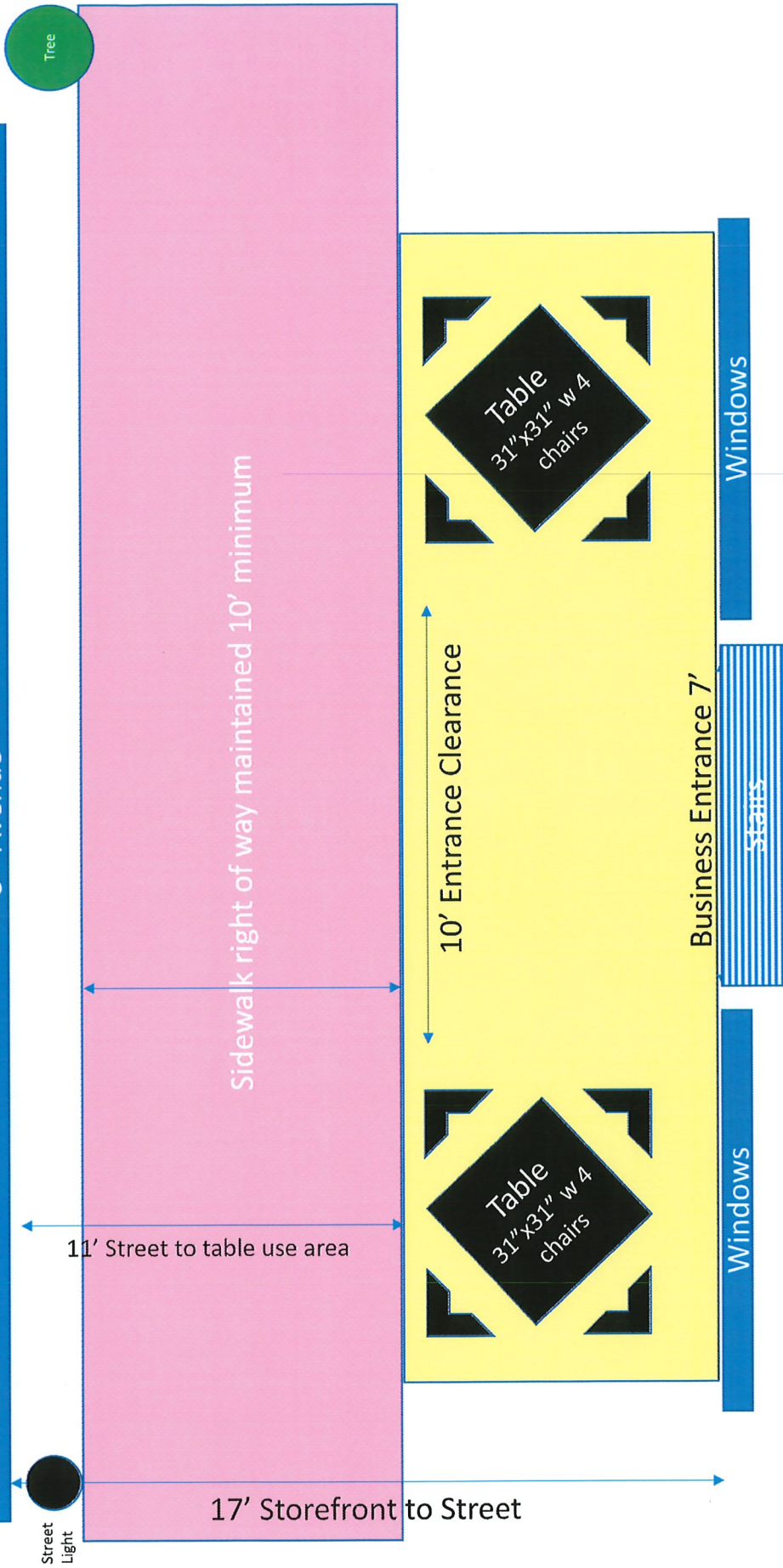
*M. J. J. J.*

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# The Gnoshery Sidewalk Café

23 N 3<sup>rd</sup> Ave Sturgeon Bay, WI

3<sup>rd</sup> Avenue



## 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:

Zoning District	Lot Size		Density			Required Yards***			Height **	Floor Area per Dwelling Unit (square feet)				
	Minimum Lot Area (square feet)	Minimum Lot Width (feet)	Minimum Lot Area per Dwelling Unit (square feet)			Street (feet)	Side (feet)	Rear (feet)	Maximum Building Height (feet)	Single Family	Two Family	Multiple-Family		
			Single Family	Two Family	Multiple 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.

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

Approved:

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David Ward  
Mayor

Attest:

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Stephanie Reinhardt  
City Clerk

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

We, the Parks & Recreation Committee/Board, hereby recommend to approve the updated Fishing Tournament Rules to begin January 1<sup>st</sup> 2024.  
Respectfully submitted,

Parks & Recreation Committee/Board  
By: Helen Bacon, Chr.

RESOLVED, that the foregoing recommendation be adopted.

Dated: February 22, 2023

\* \* \* \* \*

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

## City of Sturgeon Bay Fishing Tournament Rules and Regulations

**These rules and regulations have been established to protect our resources, ensure safety of competitors and park users, and to provide ample access for all facility users.**

### **Definition:**

Any event held at a City facility in which caught fish are scored, weighed, tabulated or calculated on site, and/or a prize of any kind (monetary - merchandise or recognition by plaque or trophy) is given to a person or persons, and use of the facility requires any arrangements above and beyond the normal function of the facility (tent construction, extra electricity, etc) shall be considered a fishing contest or tournament. This is independent of whether a DNR permit is required or not. Tournaments or outings with a minimum number of twenty (20) boats must also receive a permit from the City even if no special arrangements are required as described above. All contests or tournaments held at any City facility shall abide by rules set by the Park and Recreation Department of the City of Sturgeon Bay.

1. All individuals or groups wishing to hold a fishing tournament at a facility owned by the City of Sturgeon Bay must receive a permit from the DNR, (if required by DNR rules) and follow all DNR regulations (DNR, Sturgeon Bay office phone # (920) 746-2860.
2. All individuals or groups wishing to hold a fishing tournament at a facility owned by the City of Sturgeon Bay must receive the proper permits from the City of Sturgeon Bay and submit required insurance and indemnification, and pay all associated fees. Tournament officials must contact the Director of Municipal Services thirty (30) days prior to the tournament. Tournaments affecting the normal operations of the City facility as determined by the Superintendent may require approval by the Park & Recreation Committee.
3. Tournament officials are required to do a walkthrough of tournament activities with the Park & Recreation Superintendent or his representative during normal working hours (Monday through Friday, 7:00 a.m. to 3:30 p.m.) a minimum of 24 hours prior to the tournament.
4. A responsible contact person for the tournament must be identified to the Park & Recreation Department prior to the tournament during normal working hours.
5. A map or sketch of the layout of the tournament activities must be provided to the Park & Recreation Department prior to the tournament.
6. Any changes from the map or pre-tournament arrangements must be cleared through the City of Sturgeon Bay Park & Recreation Superintendent prior to the start of the tournament during normal working hours.
7. Parking and weigh-in at no time shall hinder the public's use of the launch site.
8. **Due to the timing of the smallmouth bass spawn no permits for bass tournaments will be issued during the month June unless the tournament uses a "weigh on the water" format. Scales are available at no cost through the Sturgeon Bay Bass Tournament, contact the City's Parks Department for a point of contact.**
9. **No permits will be issued for walleye tournaments prior to May 15<sup>th</sup> unless weigh on the water format is used.**
10. No permits for any tournament will be issued for the July 4<sup>th</sup> weekend (3 days). The weekend after the 4<sup>th</sup> of July holiday weekend, the last weekend in July and the 1<sup>st</sup> weekend in August.

### **Parking**

1. Parking for trucks and trailers shall be at the southernmost portion of the parking lot to reduce congestion in the main parking area.
2. If the tournament has more than 100 boats registered or expected to register and is during a weekend, the tournament director may be required to arrange for offsite parking or consider allowing boats to launch from other boat ramps.
3. Co-anglers shall park two vehicles per parking spot to reduce the number of spaces used or should park off-site.

### **Weigh-ins**

The City of Sturgeon Bay strongly encourages the "weigh-on-water" format for fishing tournaments. If there are two different groups trying to have a tournament on the same date(s), priority will be given to one if they weigh on the water.

The Park & Recreation Committee has authority to suspend or modify any  
of the above rules and regulations.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend the Common Council approve the Natural Landscape Ordinance as presented.

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: March 1, 2023

\* \* \* \* \*

Introduced by \_\_\_\_\_.

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

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

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ORDINANCE #\_\_\_\_\_

AMENDING CHAPTER 32 STURGEON BAY MUNICIPAL CODE PROPERTY MAINTENANCE BY  
ADDING NATURAL LANDSCAPE AND PROVIDING REGULATIONS THEREFORE

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

SECTION 1 Section 32.04 of the Sturgeon Bay Municipal Code: Definitions, is repealed and  
recreated to read as follows:

**32.04 Definitions.**

For the purpose of this chapter, the following words and phrases will be defined as follows:

- (1) *Accessory structure.* A structure, the use of which is incidental to that of the main building and which is attached thereto or located on the same premises.
- (2) *Basement.* That portion of a building, the floor line of which is below the surface of the ground immediately adjoining it and its ceiling not more than four feet above lot grade.
- (3) *Building.* A combination of materials to form a construction adapted to permanent or temporary use for residence, business or storage.
- (4) *Deterioration.* The condition or appearance of a building or structure or part thereof, characterized by breaks, holes, rot, crumbling, cracking, peeling, rusting, inadequate paint or other evidence of decay or neglect.
- (5) *Dwelling.* Any structure designed for use by human occupants for sleeping and living purposes, whether occupied or vacant.
- (6) *Extermination.* The control and elimination of insects, rodents, or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping; or by any other recognized and legal pest elimination methods approved by the health commissioner or county health department.
- (7) *Fence.* An independent structure forming a barrier at grade or between lots, between a lot and a street or an alley, or between portions of a lot or lots and includes a wall or lattice work screen but excludes a hedge or natural growth, or a barrier of less than eighteen inches in height which is used to protect plant growth.
- (8) *Garbage.* Garbage is all waste, animal, fish, fowl or vegetable matter incident to and resulting from the use, preparation and storage of food for human consumption.
- (9) *Infestation.* The presence of insects, rodents, vermin or other pests on the premises which constitute a health hazard.

- (10) *Junk*. Any old or scrap metal, metal alloy, synthetic or organic material or waste, or any junked, ruined, dismantled or wrecked motor vehicle or machinery, or any part thereof, whether salvageable or not. An un-licensed motor vehicle, at the discretion of local law enforcement officers, may be construed to be a junked motor vehicle.
- (11) *Lawn*. An area within the property that is planted in turf grasses and is kept mowed.
- (12) *Natural Landscape*. An area that would typically be planted in turf grasses but is planted in natural and or native grasses, plants, edible plants, or ground cover which may exceed the maximum height outlined in this chapter. The term natural lawn can be substituted for natural landscape throughout this ordinance. **(A natural landscape is not an unkempt lawn.)**
- (13) *Nuisance*.
- (a) Any public nuisance known at common law or in equity jurisprudence, or as provided by the statutes of the State of Wisconsin, or in the ordinances of the City of Sturgeon Bay.
  - (b) Any attractive nuisance which may prove detrimental to the health or safety of children in a building, on the premises of a building, or upon an unoccupied lot. This includes, but is not limited to: basements, excavations, abandoned iceboxes, refrigerators, motor vehicles, any structurally unsound fences or structures, lumber, trash, fences, debris or vegetation such as poison ivy, oak sumac, which may prove a hazard for inquisitive minors.
- (14) *Occupant*. Any person occupying or having use of a building, structure or premise or any part thereof.
- (15) *Operator*. Operators shall mean any person who has charge, care or control of a building, structure or premise or a part thereof.
- (16) *Owner*. Any person who alone, jointly, or severally with others, shall hold title to a building, structure or premise, or who shall be in actual possession of, or have charge, care or control of a building, structure or premises as an employee or agent of the title holder, or who shall be trustee or guardian of the estate or person of the title holder. For purposes of providing notice under this chapter, the city may rely on the presumption that the owner is the person or persons designated on the tax roll with respect to the premises.
- (17) *Person*. The word "person" shall include a corporation, firm, partnership, association, organization and any other group acting as a unit as well as individuals, including a personal representative, receiver or other representative appointed according to law. Whenever the word "person" is used in any section of this chapter prescribing a penalty or fine, as to partnerships or associations. The word shall include the partners or members hereof, and as to corporations, shall include the officers, agents or members thereof who are responsible for any violation of such section.
- (18) *Premises*. When used herein, the word "premises" shall include land, buildings, structures or any part thereof.

- (19) *Refuse*. All solid waste (except body waste) including but not limited to: garbage, rubbish, ashes, street cleanings, abandoned, nonlicensed or inoperable motor vehicles and solid market and industrial wastes.
- (20) *Repair*. To restore to a state of operation, serviceability or appearance in conformity with this chapter.
- (21) *Replace*. To remove an existing item or portion of a building or structure and to construct or install a new item of similar or improved quality as the existing item when it was new. Replacement will ordinarily take place when the item is incapable of repair.
- (22) *Rubbish*. Rubbish is the miscellaneous waste material, combustible and noncombustible, resulting from housekeeping and ordinary mercantile enterprises, and includes but is not limited to boxes, cartons, excelsior, paper ashes, cinders, tin cans, bottles and broken glass, rubber, grass clippings, brush, leaves and garden plants.
- (23) *Structure*. Anything construed or erected which requires location on the ground or is attached to something having location on the ground, including a building, fence free standing wall, sign or other advertising medium, whether detached or projecting.
- (24) *Substandard*. All buildings which do not conform to the minimum standards established by this chapter and by any other provisions of this Code or Ordinances or by the State of Wisconsin Administrative Code.
- (25) *Weathering*. Deterioration, decay, or damage by exposure to the elements.
- (26) *Yard*. An open space at grade on the same lot as a building or structure located between such building or structure and the adjoining lot line, and/or street line.

**SECTION 2: Sections 32.06(2) and (3) of the Sturgeon Bay Municipal Code: Duties and Responsibilities of Owners and Operators, are repealed and recreated to read as follows:**

**(2) *Maintenance and appearance of land.***

- (a) The land surrounding the buildings and structures shall be kept free of hazards and clear of debris including, but not limited to, brush, weeds, broken glass, stumps, roots, obnoxious growths, filth, garbage, trash, refuse, old tires, and junk. The sole exception is where said debris has been properly placed for pickup by the city's waste disposal contractor, or other permitted outdoor storage pursuant to chapter 20 of the Municipal Code.
- (b) Yards shall be provided with adequate lawn, ground cover or other acceptable decorative lawn treatment common in the Sturgeon Bay area unless areas are designated a natural landscape. Natural landscaped areas shall comply with section (3) of this chapter. Yards shall be trimmed to maintain a neat appearance. Turf lawns allowed to grow ten inches or taller shall be considered overgrown and in violation of this chapter. Any temporarily exposed areas shall be treated to prevent dust or the blowing or scattering of dust particles.

- (c) Every yard, court, driveway or other portion of the land shall be graded or drained so as to prevent the accumulation of stagnant water on any such surface. Driveways shall be maintained in good condition and repair.

(3) *Natural Landscape*

- (a) No registration required. Any owner of record of a property, may implement a planned natural landscaping area on their property up to 25% of front and side yard, and 50% of the back yard without registration or approval from the Weed Commissioner.
- (b) Registration required. Any owner of record of a property, may implement a planned natural landscaping area on their property up to 50% of front and side yard and 75% of the back yard upon approved registration with the Weed Commissioner. Registration shall include the following information:

1. Natural landscapes must be registered and approved through the City's Weed Commissioner (Municipal Services Director) prior to the natural lawn being installed. The registration application form is on the City's website and is available in the Municipal Services office.
2. A plan of the property drawn to scale, indicating the location of all property boundaries, structures, sidewalks, driveways, and roadways, and the boundaries of the proposed planned natural landscaping area. No boundary survey is required. Property boundaries and other information may be indicated on an aerial photograph or other suitable and readily available base map.
3. A clear description, illustration, or photograph of the type(s) of edging proposed, including materials, height, and proposed placement. A raised edging is not required. A shoveled edge maintained by mowing and/or trimming is acceptable.
4. A planting plan indicating the plant species and/or seed mixes to be used.
5. Any proposed change in grade or excavation required beyond standard excavation and soil replacement for establishment of the planned natural landscaping area.
6. Prior to choosing to implement periodic open burning to maintain any plants, flowers, or prairie landscape, contact the Fire Chief. Periodic mowing is the preferred maintenance option and open burning is not typically permitted unless done by a professional.

- (c) Natural landscaped areas must adhere to the following standards:

1. Types of plantings:
  - a) Plantings may include forbs, grasses, edible plants, shrubs, or trees.
  - b) Plantings may be designed as rain gardens with plantings and grading specifically designed to receive and infiltrate rainwater or clear water flows.
  - c) Plantings shall be deliberately selected and arranged as part of a coherent overall plan. Overgrowth of conventional turf grasses or weeds, or any other

unmanaged vegetation growth, shall not constitute a planned natural landscaping area.

- d) No species listed on the Wisconsin Department of Natural Resources' Regulated Invasive Plants list, whether designated as Prohibited or Restricted, shall be permitted.
- e) Edging required. A planned natural landscape area must have a distinct and clearly defined border. The border may consist of any combination of mowed grass, fencing up to three feet in height, a permitted fence installed along a property line, or natural materials neatly arranged to create the appearance of an edge to contain the planned natural landscape.
- f) Plant height at maturity. Plant height shall be maintained at the appropriate maximum height at maturity for the specific species. University of Wisconsin Horticulture, Division of Extension shall be consulted in the event of dispute as to the appropriate maximum height for a particular plant.

(d) Location and maximum areas:

- 1. The natural landscaped area located in the front and/or side yard(s) is limited in size to less than fifty percent (50%) of the total square footage of the front and side yards.
- 2. The natural landscaped area located in the back yard or setback behind the rear plane of the principal building is limited in size to less than seventy-five (75%) of the back yard area.
- 3. A minimum distance of six feet (6') from streets, public sidewalks, shared driveways and fire hydrants.
- 4. Planned natural landscaping areas are strictly prohibited within City right of way.
- 5. Natural landscape areas shall not obstruct the vision triangle at intersection as outlined in Chapter 11.02(4)(v)2.

(e) Review and enforcement.

- 1. The City may at any time determine that a planned natural landscaping area violates the terms of this section. If this determination is made, the Weed Commissioner will notify the property owner in writing of the violation and give the property owner twenty-one (21) days to make corrections. The property owner will be required to contact the Weed Commissioner within ten (10) days to discuss the plan to correct the violation. If the Weed Commissioner finds an ongoing violation of the terms and conditions of the registered plan (fails to correct issues after notification), or if the Weed Commissioner determines that the planned natural landscaped area is harboring vermin or other pests.
- 2. Noncompliance. In the event of noncompliance with the citation, the Weed Commissioner may cause the premises to be mowed, or otherwise maintained and shall report the cost thereof in writing to the clerk-treasurer. This cost shall be entered on the tax roll as a special tax to be collected in the same manner as other

taxes. If noncompliance continues, the Community Protection and Services Committee may order the revocation of the registration of the natural landscaped area.

3. Appeal. Appeals may be made by submitting a letter in writing to the City Clerk asking for this issue to be reviewed by the Common Council.
- (f) Natural landscapes larger than described areas. Waivers for natural landscapes beyond the maximize size outlined in (3)(d) of this section will be considered on a case by case basis. If a resident would like to apply for a waiver the following steps must be followed.
1. Application for natural landscape. Any owner of land in the City of Sturgeon Bay may apply for approval of a land management plan for a natural landscape, one where grasses exceed the inches in height and are of a size larger than outlined in (3)(d) of this section, with the City Clerk. Approvals, conditional approvals or denials of the land management plan shall be by majority of the community protection and services committee.
    - a) *Land management plan* means a written plan relating to management of the landscaped area which contains a description of the area of the lawn upon which the ground covering will exceed ten inches in height, a statement of intent and purpose for said area, a general description of the vegetation types, plants, and plant succession involved, and the specific management and maintenance techniques to be employed. The land management must include provisions for maintaining areas within the setbacks as outlined in (3)(d) of this section.
    - b) *Revocation of the land management plan.* The land management plan may be revoked for failure to comply with the general requirements of this chapter, solely as modified by an approved land management plan. Notice of intent to revoke a land management plan may be issued by majority vote of the community protection and services committee. The community protection and services committee's decision may be appealed to the Common Council. All applications for appeal shall be submitted to the City Clerk's office within 15 days of notice of intent to revoke a land management plan, or the right of appeal shall be deemed waived.
    - c) *Application requirements.* Each application for a land management plan shall be on an application form provided by the city clerk. A copy of the application shall be mailed by the city clerk or given personally by the city clerk to each of the owners of record, as listed in the office of the city assessor, who are owners of the property situated in whole or in part within 200 feet of the boundaries of, the properties affected. The city clerk shall certify that such owners have been duly notified. The notified property owners shall have 15 days from the date of notice to file written objections to the application with the city clerk. Following said 15-day period, the city clerk shall refer the application materials and objections, if any, to the community protection and services committee for hearing and

decision at the next regularly scheduled community protection and services committee meeting. The applicant and those property owners who filed written objections shall be notified of the meeting. Notice shall be by the city clerk mailing copies of the agenda to said persons no less than five days prior to the meeting. If there is insufficient time to mail such notice, the hearing and decision shall be set over to the next subsequent meeting unless the applicant provides written waivers of notice from the applicant and the objecting property owners.

2. *Application for appeal.* The owner or operator of land in the City of Sturgeon Bay may appeal a decision of the board of appeals refusing to grant a land management plan. The fee for appeals shall be set by resolution of the common council. All appeals shall be to the board of appeals which shall hear such appeals as necessary. All applications for appeal shall be submitted within 15 days of notice of denial of the land management plan, or the right of appeal shall be deemed waived.

**SECTION 3: Section 32.06(4) of the Sturgeon Bay Municipal Code: Duties and responsibilities of owners and operators; Application to All Premises, is created to read as follows:**

(4) *Application to all premises.* This chapter applies whether or not the premises are temporarily or continuously occupied or unoccupied, inhabited or uninhabited, commercial or noncommercial, and whether or not there is a structure, building or other improvement on the land.

**Section 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.**

**Section 5: This ordinance shall take effect on and after its passage and publication.**

Adopted by the Common Council of the Surgeon Bay, Wisconsin, this \_\_\_ day of \_\_\_\_\_, 2023

## ORDINANCE # \_\_\_\_\_

**AMENDING CHAPTER 32 STURGEON BAY MUNICIPAL CODE PROPERTY MAINTENANCE BY  
ADDING NATURAL LANDSCAPE AND PROVIDING REGULATIONS THEREFORE**

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

**SECTION 1 Section 32.04 of the Sturgeon Bay Municipal Code: Definitions, is repealed and  
recreated to read as follows:**

**32.04 Definitions.**

For the purpose of this chapter, the following words and phrases will be defined as follows:

- (1) *Accessory structure.* A structure, the use of which is incidental to that of the main building and which is attached thereto or located on the same premises.
- (2) *Basement.* That portion of a building, the floor line of which is below the surface of the ground immediately adjoining it and its ceiling not more than four feet above lot grade.
- (3) *Building.* A combination of materials to form a construction adapted to permanent or temporary use for residence, business or storage.
- (4) *Deterioration.* The condition or appearance of a building or structure or part thereof, characterized by breaks, holes, rot, crumbling, cracking, peeling, rusting, inadequate paint or other evidence of decay or neglect.
- (5) *Dwelling.* Any structure designed for use by human occupants for sleeping and living purposes, whether occupied or vacant.
- (6) *Extermination.* The control and elimination of insects, rodents, or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping; or by any other recognized and legal pest elimination methods approved by the health commissioner or county health department.
- (7) *Fence.* An independent structure forming a barrier at grade or between lots, between a lot and a street or an alley, or between portions of a lot or lots and includes a wall or lattice work screen but excludes a hedge or natural growth, or a barrier of less than eighteen inches in height which is used to protect plant growth.
- (8) *Garbage.* Garbage is all waste, animal, fish, fowl or vegetable matter incident to and resulting from the use, preparation and storage of food for human consumption.
- (9) *Infestation.* The presence of insects, rodents, vermin or other pests on the premises which constitute a health hazard.

- (10) *Junk*. Any old or scrap metal, metal alloy, synthetic or organic material or waste, or any junked, ruined, dismantled or wrecked motor vehicle or machinery, or any part thereof, whether salvageable or not. An un-licensed motor vehicle, at the discretion of local law enforcement officers, may be construed to be a junked motor vehicle.
- (11) *Lawn*. An area within the property that is planted in turf grasses and is kept mowed.
- (12) *Natural Landscape*. An area that would typically be planted in turf grasses but is planted in natural and or native grasses, plants, edible plants, or ground cover which may exceed the maximum height outlined in this chapter. The term natural lawn can be substituted for natural landscape throughout this ordinance. **(A natural landscape is not an unkempt lawn.)**
- (13) *Nuisance*.
- (a) Any public nuisance known at common law or in equity jurisprudence, or as provided by the statutes of the State of Wisconsin, or in the ordinances of the City of Sturgeon Bay.
  - (b) Any attractive nuisance which may prove detrimental to the health or safety of children in a building, on the premises of a building, or upon an unoccupied lot. This includes, but is not limited to: basements, excavations, abandoned iceboxes, refrigerators, motor vehicles, any structurally unsound fences or structures, lumber, trash, fences, debris or vegetation such as poison ivy, oak sumac, which may prove a hazard for inquisitive minors.
- (14) *Occupant*. Any person occupying or having use of a building, structure or premise or any part thereof.
- (15) *Operator*. Operators shall mean any person who has charge, care or control of a building, structure or premise or a part thereof.
- (16) *Owner*. Any person who alone, jointly, or severally with others, shall hold title to a building, structure or premise, or who shall be in actual possession of, or have charge, care or control of a building, structure or premises as an employee or agent of the title holder, or who shall be trustee or guardian of the estate or person of the title holder. For purposes of providing notice under this chapter, the city may rely on the presumption that the owner is the person or persons designated on the tax roll with respect to the premises.
- (17) *Person*. The word "person" shall include a corporation, firm, partnership, association, organization and any other group acting as a unit as well as individuals, including a personal representative, receiver or other representative appointed according to law. Whenever the word "person" is used in any section of this chapter prescribing a penalty or fine, as to partnerships or associations. The word shall include the partners or members hereof, and as to corporations, shall include the officers, agents or members thereof who are responsible for any violation of such section.
- (18) *Premises*. When used herein, the word "premises" shall include land, buildings, structures or any part thereof.

- (19) *Refuse*. All solid waste (except body waste) including but not limited to: garbage, rubbish, ashes, street cleanings, abandoned, nonlicensed or inoperable motor vehicles and solid market and industrial wastes.
- (20) *Repair*. To restore to a state of operation, serviceability or appearance in conformity with this chapter.
- (21) *Replace*. To remove an existing item or portion of a building or structure and to construct or install a new item of similar or improved quality as the existing item when it was new. Replacement will ordinarily take place when the item is incapable of repair.
- (22) *Rubbish*. Rubbish is the miscellaneous waste material, combustible and noncombustible, resulting from housekeeping and ordinary mercantile enterprises, and includes but is not limited to boxes, cartons, excelsior, paper ashes, cinders, tin cans, bottles and broken glass, rubber, grass clippings, brush, leaves and garden plants.
- (23) *Structure*. Anything construed or erected which requires location on the ground or is attached to something having location on the ground, including a building, fence free standing wall, sign or other advertising medium, whether detached or projecting.
- (24) *Substandard*. All buildings which do not conform to the minimum standards established by this chapter and by any other provisions of this Code or Ordinances or by the State of Wisconsin Administrative Code.
- (25) *Weathering*. Deterioration, decay, or damage by exposure to the elements.
- (26) *Yard*. An open space at grade on the same lot as a building or structure located between such building or structure and the adjoining lot line, and/or street line.

**SECTION 2: Sections 32.06(2) and (3) of the Sturgeon Bay Municipal Code: Duties and Responsibilities of Owners and Operators, are repealed and recreated to read as follows:**

**(2) *Maintenance and appearance of land.***

- (a) The land surrounding the buildings and structures shall be kept free of hazards and clear of debris including, but not limited to, brush, weeds, broken glass, stumps, roots, obnoxious growths, filth, garbage, trash, refuse, old tires, and junk. The sole exception is where said debris has been properly placed for pickup by the city's waste disposal contractor, or other permitted outdoor storage pursuant to chapter 20 of the Municipal Code.
- (b) Yards shall be provided with adequate lawn, ground cover or other acceptable decorative lawn treatment common in the Sturgeon Bay area unless areas are designated a natural landscape. Natural landscaped areas shall comply with section (3) of this chapter. Yards shall be trimmed to maintain a neat appearance. Turf lawns allowed to grow ten inches or taller shall be considered overgrown and in violation of this chapter. Any temporarily exposed areas shall be treated to prevent dust or the blowing or scattering of dust particles.

- (c) Every yard, court, driveway or other portion of the land shall be graded or drained so as to prevent the accumulation of stagnant water on any such surface. Driveways shall be maintained in good condition and repair.

(3) *Natural Landscape*

- (a) No registration required. Any owner of record of a property, may implement a planned natural landscaping area on their property up to 25% of front and side yard, and 50% of the back yard without registration or approval from the Weed Commissioner.
- (b) Registration required. Any owner of record of a property, may implement a planned natural landscaping area on their property up to 50% of front and side yard and 75% of the back yard upon approved registration with the Weed Commissioner. Registration shall include the following information:

1. Natural landscapes must be registered and approved through the City's Weed Commissioner (Municipal Services Director) prior to the natural lawn being installed. The registration application form is on the City's website and is available in the Municipal Services office.
2. A plan of the property drawn to scale, indicating the location of all property boundaries, structures, sidewalks, driveways, and roadways, and the boundaries of the proposed planned natural landscaping area. No boundary survey is required. Property boundaries and other information may be indicated on an aerial photograph or other suitable and readily available base map.
3. A clear description, illustration, or photograph of the type(s) of edging proposed, including materials, height, and proposed placement. A raised edging is not required. A shoveled edge maintained by mowing and/or trimming is acceptable.
4. A planting plan indicating the plant species and/or seed mixes to be used.
5. Any proposed change in grade or excavation required beyond standard excavation and soil replacement for establishment of the planned natural landscaping area.
6. Prior to choosing to implement periodic open burning to maintain any plants, flowers, or prairie landscape, contact the Fire Chief. Periodic mowing is the preferred maintenance option and open burning is not typically permitted unless done by a professional.

- (c) Natural landscaped areas must adhere to the following standards:

1. Types of plantings:
  - a) Plantings may include forbs, grasses, edible plants, shrubs, or trees.
  - b) Plantings may be designed as rain gardens with plantings and grading specifically designed to receive and infiltrate rainwater or clear water flows.
  - c) Plantings shall be deliberately selected and arranged as part of a coherent overall plan. Overgrowth of conventional turf grasses or weeds, or any other

unmanaged vegetation growth, shall not constitute a planned natural landscaping area.

- d) No species listed on the Wisconsin Department of Natural Resources' Regulated Invasive Plants list, whether designated as Prohibited or Restricted, shall be permitted.
- e) Edging required. A planned natural landscape area must have a distinct and clearly defined border. The border may consist of any combination of mowed grass, fencing up to three feet in height, a permitted fence installed along a property line, or natural materials neatly arranged to create the appearance of an edge to contain the planned natural landscape.
- f) Plant height at maturity. Plant height shall be maintained at the appropriate maximum height at maturity for the specific species. University of Wisconsin Horticulture, Division of Extension shall be consulted in the event of dispute as to the appropriate maximum height for a particular plant.

(d) Location and maximum areas:

1. The natural landscaped area located in the front and/or side yard(s) is limited in size to less than fifty percent (50%) of the total square footage of the front and side yards.
2. The natural landscaped area located in the back yard or setback behind the rear plane of the principal building is limited in size to less than seventy-five (75%) of the back yard area.
3. A minimum distance of six feet (6') from streets, public sidewalks, shared driveways and fire hydrants.
4. Planned natural landscaping areas are strictly prohibited within City right of way.
5. Natural landscape areas shall not obstruct the vision triangle at intersection as outlined in Chapter 11.02(4)(v)2.

(e) Review and enforcement.

1. The City may at any time determine that a planned natural landscaping area violates the terms of this section. If this determination is made, the Weed Commissioner will notify the property owner in writing of the violation and give the property owner twenty-one (21) days to make corrections. The property owner will be required to contact the Weed Commissioner within ten (10) days to discuss the plan to correct the violation. If the Weed Commissioner finds an ongoing violation of the terms and conditions of the registered plan (fails to correct issues after notification), or if the Weed Commissioner determines that the planned natural landscaped area is harboring vermin or other pests.
2. Noncompliance. In the event of noncompliance with the citation, the Weed Commissioner may cause the premises to be mowed, or otherwise maintained and shall report the cost thereof in writing to the clerk-treasurer. This cost shall be entered on the tax roll as a special tax to be collected in the same manner as other

taxes. If noncompliance continues, the Community Protection and Services Committee may order the revocation of the registration of the natural landscaped area.

3. Appeal. Appeals may be made by submitting a letter in writing to the City Clerk asking for this issue to be reviewed by the Common Council.
- (f) Natural landscapes larger than described areas. Waivers for natural landscapes beyond the maximize size outlined in (3)(d) of this section will be considered on a case by case basis. If a resident would like to apply for a waiver the following steps must be followed.
1. Application for natural landscape. Any owner of land in the City of Sturgeon Bay may apply for approval of a land management plan for a natural landscape, one where grasses exceed the inches in height and are of a size larger than outlined in (3)(d) of this section, with the City Clerk. Approvals, conditional approvals or denials of the land management plan shall be by majority of the community protection and services committee.
    - a) *Land management plan* means a written plan relating to management of the landscaped area which contains a description of the area of the lawn upon which the ground covering will exceed ten inches in height, a statement of intent and purpose for said area, a general description of the vegetation types, plants, and plant succession involved, and the specific management and maintenance techniques to be employed. The land management must include provisions for maintaining areas within the setbacks as outlined in (3)(d) of this section.
    - b) *Revocation of the land management plan.* The land management plan may be revoked for failure to comply with the general requirements of this chapter, solely as modified by an approved land management plan. Notice of intent to revoke a land management plan may be issued by majority vote of the community protection and services committee. The community protection and services committee's decision may be appealed to the Common Council. All applications for appeal shall be submitted to the City Clerk's office within 15 days of notice of intent to revoke a land management plan, or the right of appeal shall be deemed waived.
    - c) *Application requirements.* Each application for a land management plan shall be on an application form provided by the city clerk. A copy of the application shall be mailed by the city clerk or given personally by the city clerk to each of the owners of record, as listed in the office of the city assessor, who are owners of the property situated in whole or in part within 200 feet of the boundaries of, the properties affected. The city clerk shall certify that such owners have been duly notified. The notified property owners shall have 15 days from the date of notice to file written objections to the application with the city clerk. Following said 15-day period, the city clerk shall refer the application materials and objections, if any, to the community protection and services committee for hearing and

decision at the next regularly scheduled community protection and services committee meeting. The applicant and those property owners who filed written objections shall be notified of the meeting. Notice shall be by the city clerk mailing copies of the agenda to said persons no less than five days prior to the meeting. If there is insufficient time to mail such notice, the hearing and decision shall be set over to the next subsequent meeting unless the applicant provides written waivers of notice from the applicant and the objecting property owners.

2. *Application for appeal.* The owner or operator of land in the City of Sturgeon Bay may appeal a decision of the board of appeals refusing to grant a land management plan. The fee for appeals shall be set by resolution of the common council. All appeals shall be to the board of appeals which shall hear such appeals as necessary. All applications for appeal shall be submitted within 15 days of notice of denial of the land management plan, or the right of appeal shall be deemed waived.

**SECTION 3: Section 32.06(4) of the Sturgeon Bay Municipal Code: Duties and responsibilities of owners and operators; Application to All Premises, is created to read as follows:**

(4) *Application to all premises.* This chapter applies whether or not the premises are temporarily or continuously occupied or unoccupied, inhabited or uninhabited, commercial or noncommercial, and whether or not there is a structure, building or other improvement on the land.

**Section 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.**

**Section 5: This ordinance shall take effect on and after its passage and publication.**

Adopted by the Common Council of the Surgeon Bay, Wisconsin, this \_\_\_ day of \_\_\_\_\_, 2023

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



Joshua J. Van Lieshout  
 City Administrator

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

## Memorandum

To: Finance Committee

From: Josh Van Lieshout, Administrator

Re: Community Investment Fund Projects

Date: March 30, 2023

### Item: Community Investment Fund Projects

**Discussion:** The newly established Community Investment Fund, a fund of the Door County Community Foundation. The source of revenue from the fund comes through Destination Door County and lodging tax revenues. As the source of funds are derived from unspent lodging tax, the statutory restrictions on uses apply.

The specific priorities of the Community Investment Fund are:

- Creative ideas that have a meaningful impact on the people who live and work in Door County
- Impact crosses municipal boundaries
- Encourages collaboration
- Leverages additional resources
- Residents experience the positive impact of tourism

The funds must be used for tangible development that is beneficial to both tourists and residents of the county, this includes capital projects, exceptional events, and public information.

The Door County Community Foundation has done a nice job of explaining the use and purpose of the funds, the full details can be found at: <https://doorcountycommunityfoundation.org/community-investment-fund/>. The grant application cycles quarterly.

The City has an established capital plan that is reviewed and approved annually as part of budgeting process. The City's Six Year Capital Plan was consulted to identify projects that may eligible for funding through this program. Other ideas from Council members have been brought forward as well. I've tried to capture those below.

Department	Project	Description	Year	Value
510	Sunset Pavilion	Building Improvements	2023	200,000
510	Bradley Lake Trail	Walking Trail	2024	50,000
510	Splash Pad		Year Six	150,000

510	Pickle Ball Court		Year 6	100,000
520	Memorial Field	Renovation	Year 6	3,500,000
	Maple/Oregon Bridge	LED controlled lighting		Unknown
	Bay View Trail	Final Engineering and Construction		Dependent on Final Scope/Preliminary opinion of cost
	Bradley Lake	Decorative Fountains		Unknown
	Sledding/Tubing Magic Carpet	Sledding Hill		150,000-200,000
	Ice Rink	West Side Ice Rink		

“Year 6” in the City’s Capital Plan is used as a placeholder for projects the Council doesn’t want to loose track of, but doesn’t fit into the current rolling five year capital objectives. Reasons for placing projects in “Year 6” often include size, complexity, cost, priority, and opportunity.

Some projects will likely be able to benefit from a combination of sources of revenue besides City and Community Investment Fund dollars. Projects like the Bay View Trail have been partially designed and funded using Coastal Management Program funds, previous Bradley Lake efforts have utilized Great Lake Restoration Fund Initiative and Sustain our Great Lakes funds. Sunset Pavilion improvements/rehabilitation was initially submitted to the Wisconsin Department of Administration Tourism Capital Grant Program, but was not selected for funding and came back as a reduced scope project to funded from the City’s capital budget.

#### **Recommendation:**

The Bayview Bridge Trail project is about ready for the next step, staff have discussed a Fall of 2023 application, timed with Coastal Management Program application window and the City’s budget approval. Ideally this project would be constructed in 2024 or 2025, depending on construction pricing and successful grant awards.

Projects that are in “Year 6” or not yet a part of the Capital should be given review and direction on priority. Maintenance projects like paving parking lots, replacing existing fixed assets like dock, although capital in nature and have a benefit to tourism and residents alike were not included in the above summary of projects as they are more maintenance related and likely have a low priority for the grant program.

There may be other projects my office has not been made aware of, or that have not yet been brought forward. This would be a good time to share those ideas so that they may be considered/investigated during the capital budget planning process.

## EXECUTIVE SUMMARY

TITLE: Terminate TID #1 (Industrial Park TID)

BACKGROUND: On April 19, 2022 the Common Council adopted a resolution to extend the life of TID #1 for one year for affordable housing. TID #1 had previously recovered its costs and had remained open as a donor TID to TID #2. Under Wisconsin Tax Increment Law, districts are allowed to stay open an additional year provided 75% of the tax increments received during the additional year are used to benefit affordable housing and the remaining tax increments are used to improve the city's housing stock.

The year 2023 is the extended year, and the city should receive \$823,514.67 in tax increment.

It is now time to terminate TID #1, and to do that the Council will need to pass a TID termination resolution (attached). Once the Council approves the resolution, the City Clerk will file it with the Wisconsin Department of Revenue by the April 15, 2023 deadline.

Upon termination of the TID, the \$40,994,900 in TID increment value will return to the tax roll and the taxing jurisdictions will begin receiving the associated taxes. However, through the levy limit worksheet, the state limits the tax benefit to the jurisdictions and the City will only realize about \$121,000 in revenue on an annual basis to support City operations.

FISCAL IMPACT: Estimate is that roughly \$121,000 will be available to the City for budget purposes on an annual basis.

RECOMMENDATION: Approve the TID #1 (Industrial Park) termination resolution and forward it to the Common Council for approval.

PREPARED BY:

Valerie J. Clarizio

Valerie J. Clarizio  
Finance Director/City Treasurer

3/7/23

Date

REVIEWED BY:

Marty Olejniczak

Marty Olejniczak  
Community Development Director

3/7/2023

Date

REVIEWED BY:

Josh VanLieshout

Josh VanLieshout  
City Administrator

3/7/23

Date

## Tax Incremental District (TID) Termination Resolution

City \_\_\_\_\_ of \_\_\_\_\_ Sturgeon Bay \_\_\_\_\_ TID 1 Resolution \_\_\_\_\_  
(town, village, city) (municipality) (number) (number)

WHEREAS, the City \_\_\_\_\_ of \_\_\_\_\_ Sturgeon Bay \_\_\_\_\_ created TID 1 on 09 20, 1991, and adopted  
(month) (day) (year)  
a project plan in the same year, and

WHEREAS, all TID 1 projects were completed in the prescribed allowed time; and:

☒ WHEREAS, sufficient increment was collected as of the 2021 tax roll, payable 2022, to cover TID 1  
(year) (year)  
project costs.

☐ WHEREAS, insufficient increment was collected to cover project costs.

THEREFORE BE IT RESOLVED, that the City \_\_\_\_\_ of \_\_\_\_\_ Sturgeon Bay \_\_\_\_\_ terminates TID 1; and

BE IT FURTHER RESOLVED, that the City \_\_\_\_\_ Clerk shall notify the Wisconsin Department of Revenue (DOR),  
within sixty (60) days of this resolution or prior to the deadline of April 15, 2023, whichever comes first, that the TID  
(year)  
has been terminated; and

BE IT FURTHER RESOLVED, that the City \_\_\_\_\_ Clerk shall sign the required DOR Final Accounting Submission  
Date form (PE-223) agreeing on a date by which the City \_\_\_\_\_ shall submit final accounting information to DOR;  
and:

☒ BE IT FURTHER RESOLVED, that the City \_\_\_\_\_ Treasurer shall distribute any excess increment collected after  
providing for ongoing expenses of the TID, to the affected taxing districts with proportionate shares as  
determined in the final audit by the City \_\_\_\_\_'s auditor, Wipfli LLP  
(auditor name)

☐ BE IT FURTHER RESOLVED, that the City \_\_\_\_\_ of \_\_\_\_\_ Sturgeon Bay \_\_\_\_\_ shall accept all remaining debts for  
TID 1 as determined in the final audit by the City \_\_\_\_\_ auditor, \_\_\_\_\_  
(auditor name)

Adopted this 4 day of \_\_\_\_\_ April \_\_\_\_\_, 2023  
(day) (month) (year)

Resolution introduced and adoption moved by alderperson \_\_\_\_\_  
(name)

Motion for adoption seconded by alderperson \_\_\_\_\_  
(name)

On roll call motion passed by a vote of \_\_\_\_\_ ayes to \_\_\_\_\_ nays  
(number) (number)

ATTEST:

\_\_\_\_\_  
(Mayor/Head of Government Signature)

\_\_\_\_\_  
(Clerk Signature)

## EXECUTIVE SUMMARY

**Title:** Creation of Tax Increment District #8

**Background:** Shirley Weese Young is proposing to redevelop the vacant corner of N. Third Ave and Jefferson Street with a mixed-use building, including a music school/performing arts center on the ground floor with residential efficiency (studio) style apartments above. There also would be public restrooms as part of the project. 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 (TID). Within a TID the property taxes generated from new development within the district (the tax increment) is used to cover the public costs necessary to spur the new development, such as infrastructure improvements or financial incentives.

The proposed tax increment district will be TID #8. To create this TID, the boundaries of the district were set and the project plan for the district was drafted. A public hearing regarding the boundaries and project plan was held before the Plan Commission. There was no testimony from the public. Following the hearing the Plan Commission approved a resolution that recommended the boundaries and project plan to the Common Council. The Common Council and the Joint Review Board must also approve resolutions to establish the TID. The Joint Review Board is comprised of a member from each of the four taxing jurisdictions plus one at large public member.

The City hired its financial consultant, R. W. Baird, to assist with the project plan and creation of the TID. The recommended draft of the project plan is included in the packet. TID #8 is being established as a mixed-use TID, which provides a 20-year timeframe to complete the projects and recover the expenditures. The financial proforma prepared by Baird shows that the TID's expenses would be recovered in the 14<sup>th</sup> year of the TID.

In addition to the aforementioned Muse project, there are other planned expenditures listed in the project plan in and around the TID boundaries. The listed expenditures are not required to occur. The City could scale back projects, if needed, to ensure the financial strength of the TID. Notably, the project plan does not include any specific development or expenditures relating to the property located at the northwest corner of Fourth Ave/Jefferson St. That site is also owned by Ms. Young and it was included with the proposed TID #8 in anticipation of a redevelopment project occurring in the near future. But since there is no specific redevelopment proposal at this time, if a development requiring tax increment financing assistance is proposed, it would likely require a project plan amendment at a later date. Under Wisconsin TIF rules, there is no limit to the number of times a project plan can be amended, but the boundaries of the TID can only be amended up to four times.

**Recommendation:** Approve the resolution approving the boundaries and project plan for TID #8.

Prepared by: Martin Olejniczak  
Martin Olejniczak, Community Development Director

3-22-2023  
Date

Reviewed by: Valerie Clarizio  
Valerie Clarizio, Finance Director

3/23/23  
Date

Reviewed by: \_\_\_\_\_  
Josh Van Lieshout, City Administrator

\_\_\_\_\_  
Date

Resolution Formally Establishing the Boundaries of and Approving the Project Plan for  
Tax Incremental District No. 8

**ESTABLISHING THE BOUNDARIES OF AND APPROVING THE PROJECT  
PLAN FOR TAX INCREMENTAL DISTRICT NO. 8, CITY OF STURGEON  
BAY, DOOR COUNTY, WISCONSIN**

**WHEREAS**, pursuant to Wisconsin Statutes §66.1105 the City of Sturgeon Bay has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the city; and

**WHEREAS**, Tax Incremental District No. 8 (“the district”) is proposed to be created as a “mixed-use district” where not less than fifty percent (50%) by area, of the real property within the district is suitable for industrial, commercial, residential development. and

**WHEREAS**, a Project Plan for Tax Incremental District No. 8 has been prepared that includes the following:

1. A statement listing the kind, number, and location of proposed public works or improvements within the district.
2. An economic feasibility study.
3. A detailed list of estimated projects costs.
4. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred.
5. A map showing existing uses and conditions of real property in the district.
6. A map showing proposed improvements and uses in the district.
7. Proposed changes of zoning ordinance, master plan, map, building codes, and City Ordinances.
8. A statement of the proposed method for relocation of any person to be displaced.
9. A statement indicating how creation of the district promotes the orderly development of the city.
10. A list of estimated non-project costs.
11. An Opinion of the City Attorney advising that the plan is complete and complies with Wis. Statute §66.1105(4)(f); and

**WHEREAS**, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on March 15, 2023, held a public hearing concerning the project plan and boundaries and proposed creation of the district providing interested parties a reasonable opportunity to express their views on the proposed creation of a tax incremental district and the proposed boundaries of the district; and

**WHEREAS**, after said public hearing, the Plan Commission adopted a resolution, and recommended to the Common Council that it create the district.

**NOW THEREFORE, BE IT RESOLVED** by the Common Council of the City of Sturgeon Bay that:

Resolution Formally Establishing the Boundaries of and Approving the Project Plan for  
Tax Incremental District No. 8

1. The Recitals set forth above are incorporated herein and are made an enforceable part of this resolution.
2. The boundaries of the district are hereby approved and established as legally described in Exhibit A attached and incorporated herein by reference.
3. The district is created effective as of January 1, 2023.
4. The City Council finds and declares that:
  - a. Not less than fifty percent (50%), by area, of the real property within the district is suitable for industrial, commercial, residential development within the meaning of Section §66.1105(2)(cm) of the Wisconsin Statutes. Less than 35 percent (35%) of the district land is proposed for newly platted residential development and the residential housing density is at least three units per acre.
  - b. Based upon the findings, as stated in (a) above, the district is declared to be a mixed-use development district based on the identification and classification of the property included within the district.
  - c. The improvement of the area is likely to significantly enhance all the other real property's value in the district.
  - d. The private development activities projected in the Project Plan would not occur without tax incremental financing.
  - e. The equalized value of the taxable property in the district plus the value increment of all other existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
  - f. The City estimates that 50% of the territory within the district will be devoted to retail business at the end of the district's maximum expenditure period, pursuant to Section §66.1105 (5)(b) of the Wisconsin Statutes.
  - g. Confirms less than 35 percent (35%) of the district is land proposed for newly platted residential development. Residential housing density is a least three unit per acre.
  - h. The project costs relate directly to promoting mixed-use development in the district consistent with the purpose for which the district is created.
  - i. Confirms that the boundaries of the district do not include any annexed territory that was not within the boundaries of the City on January 1, 2004.
5. The Project Plan, prepared by Robert W. Baird & Co. dated April 4, 2023, which is incorporated herein in its entirety by reference, is approved and the City further finds that plan is feasible and in conformity with the master plan of the City.

**BE IT FURTHER RESOLVED THAT** the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2023, pursuant to the provisions of Section §66.1105 (5) (b) of the Wisconsin Statutes.

**BE IT FURTHER RESOLVED THAT** the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under section §70.45 of the Wisconsin Statutes, those parcels of property which are within the District, specifying thereon the name of the District, and the City Clerk is hereby authorized and

Resolution Formally Establishing the Boundaries of and Approving the Project Plan for  
Tax Incremental District No. 8

directed to make similar notations on the tax roll made under Section §70.65 of the  
Wisconsin Statutes, pursuant to Section §66.1105(5)(f) of the Wisconsin Statutes.

Adopted this 4th day of April 2023

**City of Sturgeon Bay**

By \_\_\_\_\_  
David J. Ward, Ph.D., Mayor

**CERTIFICATION**

I hereby certify that the foregoing Resolution was duly adopted by the Common Council  
of the City of Sturgeon Bay on the 4th day of April 2023.

\_\_\_\_\_  
Stephanie L. Reinhardt,  
City of Sturgeon Bay  
City Clerk

## **EXHIBIT A**

### **Legal Description of Proposed TID #8 Boundary**

A tract of land located in the SE ¼ of the SE ¼, Government Lot 4, Section 6, Township 27 North, Range 26 East, City of Sturgeon Bay, Door County, Wisconsin, within Block 33 and Block 38 of the Assessor's Map of the City of Sturgeon Bay and described as follows.

Tract 2 of Certified Survey #436 recorded as Document #530517 in Volume 2 of Certified Survey Maps, Page 294, Lot 2 of Certified Survey #3484 recorded as Document #846754, and Lot 1 of Certified Survey #1655 recorded as Document #649807 in Volume 10 of Certified Survey Maps, Page 72.

## **PLANNING COMMISSION RESOLUTION #2023-01**

Resolution Formally Adopting Proposed Project Plan and Boundaries for Tax  
Incremental District No. 8

### **RECOMMENDED ADOPTION OF THE PROJECT PLAN AND BOUNDARIES FOR TAX INCREMENTAL DISTRICT NO. 8 CITY OF STURGEON BAY, WISCONSIN**

**WHEREAS**, pursuant to Wisconsin Statutes §66.1105 the City of Sturgeon Bay has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the city; and

**WHEREAS**, Tax Incremental District No. 8 (“the district”) is proposed to be created as a “mixed-use district” where not less than fifty percent (50%) by area, of the real property within the district is suitable for industrial, commercial, residential development, and

**WHEREAS**, a Project Plan for Tax Incremental District No. 8 has had been prepared that includes the following:

1. A statement listing the kind, number, and location of proposed public works or improvements within the district.
2. An economic feasibility study.
3. A detailed list of estimated projects costs.
4. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred.
5. A map showing existing uses and conditions of real property in the district.
6. A map showing proposed improvements and uses in the district.
7. Proposed changes of zoning ordinance, master plan, map, building codes, and City Ordinances.
8. A statement of the proposed method for relocation of any person to be displaced.
9. A statement indicating how creation of the district promotes the orderly development of the city.
10. A list of estimated non-projects costs.
11. An Opinion of the City Attorney advising that the plan is complete and complies with Wis. Statute §66.1105(4)(f); and

**WHEREAS**, prior to its publication, a copy of the notice of the public hearing by the Plan Commission was sent to the City of Sturgeon Bay, Door County, the Sturgeon Bay School District, and Northeast Wisconsin Area Technical College which constitutes all the local governmental entities having the power to levy taxes on property located within the proposed District; and

**WHEREAS**, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on March 15, 2023, held a public hearing concerning the project plan and boundaries and proposed creation of the district providing interested parties a reasonable opportunity to express their views on the proposed creation of a tax incremental district and the proposed boundaries of the district.

**PLANNING COMMISSION RESOLUTION #2023-01**

Resolution Formally Adopting Proposed Project Plan and Boundaries for Tax  
Incremental District No. 8

**NOW THEREFORE, BE IT RESOLVED** by the Plan Commission of the City  
of Sturgeon Bay that:

1. It recommends to the Common Council that Tax Incremental District No. 8, City of Sturgeon Bay, be created with boundaries as designated by Exhibit A, which is attached and incorporated herein by reference.
2. It approves the Project Plan as prepared by Robert W. Baird & Co, dated March 15, 2023, which is incorporated herein in its entirety by reference, and recommends its approval to the Common Council.
3. Creation of the District promotes orderly development in the city; and
4. That the City Clerk is hereby directed to provide the Common Council with a certified copy of this Resolution upon its adoption by the Plan Commission.

Adopted this 15th day of March 2023

**City of Sturgeon Bay**

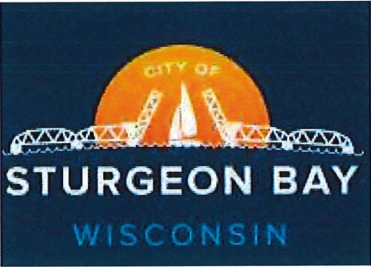
By David J. Ward  
David J. Ward Ph.D., Plan Commission Chairman

**CERTIFICATION**

I hereby certify that the foregoing Resolution was duly adopted by the Planning  
Commission of the City of Sturgeon Bay on the 15th day of March 2023.

Stephanie L. Reinhardt  
Stephanie L. Reinhardt,  
City of Sturgeon Bay  
City Clerk

**Project Plan & District Boundary**  
**Tax Incremental District No. 8**  
**in the**  
**CITY OF STURGEON BAY, WISCONSIN**



**April 4, 2023**

(Approved Actions)

Organizational Joint Review Board Meeting Held	March 9, 2023
Public Hearing Held	March 15, 2023
Adopted by Planning Commission	March 15, 2023
Adopted by City Council	April 4, 2023
Adopted by Joint Review Board	April 13, 2023

Prepared in part by:



Robert W. Baird & Co.  
Public Finance  
777 E. Wisconsin Ave.  
Milwaukee, WI 53202  
800.792.2473

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## **Section 1: City of Sturgeon Bay Officials**

### **City Council**

David J. Ward Ph. D	Mayor
Helen L. Bacon	Aldersperson District 1
Dennis Statz	Aldersperson District 2
Dan Williams	Aldersperson District 3
J. Spencer Gustafson	Aldersperson District 4
Gary Nault	Aldersperson District 5
Seth Wiederanders	Aldersperson District 6
Kirsten Reeths	Aldersperson District 7

### **City Staff**

Josh Van Lieshout	City Administrator
Stephanie L. Reinhardt	City Clerk/Human Resources Director
Valerie J. Clarizio	Finance Director/City Treasurer
Martin J. Olejniczak	Community Development Director

### **Planning Commission**

David J. Ward Ph. D, Chairperson	Helen L. Bacon
Kirsten Reeths	Mark Holey
Jeff Norland	Dennis Statz
Amy Stephens	

### **Joint Review Board**

Josh Van Lieshout	City Representative- Chairperson
Ken Pabich	Door County
Daniel Mincheff	Northeast Wisconsin Area Technical College
Mike Stephani	Sturgeon Bay School District
Bill Chaudoir	Public Member

## **Section 2: Introduction and Description of District**

The city plans to use Tax Incremental Financing ("TIF") as a successful economic development programming tool by providing public improvements and development incentives to encourage and promote residential and commercial development. The goal is to increase the tax base, to create and enhance economic opportunities, and to increase housing options within the city. The city works with developers and property owners to provide infrastructure improvements and incentives for development. Public infrastructure and property improvements will be financed by a combination of TIF increments and debt financing.

The Tax Increment District ("TID") is being created as a "Mixed-Use District" based on the identification and classification of the property proposed to be included in the TID. The maximum life (absent extension) of the TID is 20 years from the date of adoption.

Tax incremental financing is being proposed for 1.14 acres encompassing three parcels located at 321 Jefferson Street, 330 Jefferson Street, and 368 Jefferson Street. The sites are within the city limits. A developer is proposing to develop 330 Jefferson Street with a 6,809 square foot first floor venue for music performances and lessons. The first floor will also have a 1,200 square foot patio space facing the corner of Third Avenue and Jefferson Street. In addition, a 475 square foot extension will house public restrooms, accessible from the outside of the building. The 6,809 square foot second floor of the facility will house eleven studio apartment rentals. The city has agreed to provide \$900,000 in the form of developer-financed tax incremental financing. The developer will need financial incentives to assist with the high construction costs of the project. A second phase of development is proposed for the adjoining parcel at 368 Jefferson Street, which may also require tax increment financing incentives.

Tax Incremental financing is also being proposed for the property at 321 Jefferson Street. Facade improvements and renovation of the existing building are planned to facilitate re-use of this existing vacant retail building. The proposed and potential new developments will generate additional property taxes (tax increment) that will be used to offset the cost of the public investments resulting from, or needed by, the new developments. Planned or potential development projects are detailed in the Statement of Kind, Number and Location of Proposed Projects section of this project plan.

The city anticipates various public improvement project cost expenditures of approximately \$1,155,000 plus financing/interest costs during the TID's 15-year expenditure period. Proposed public project improvements may include

**City of Sturgeon Bay**  
**TID #8 Project Plan & District Boundary**

but are not limited to developer incentives in the form of cash grants or TID loans, professional and organizational services, administrative costs, and finance costs.

As a result of the creation of this TID, the city projects a preliminary and conservative cash flow analysis indicating \$1,921,677 in increments. The TID increment will primarily be used to pay the debt service costs of the TID, and project development incentives. The increment will also be used for restroom improvements as well as street/sidewalk improvements, parking improvements, and building façade improvements within the vicinity of the district. The city projects land and improvement values (incremental value) of approximately \$4,200,000 will be created in the TID by the end of 2025. This additional value will be a result of the improvements made and projects undertaken within the TID. If the project generates less in value than anticipated, any shortfall in paying of the loan incentive is borne by the developer.

Maps depicting the boundaries and existing uses and conditions of the TID are found in the respective mapping sections of this project plan.

### **Section 3: Summary of Findings**

As required by s.66.1105 Wis. Stats., and as documented in this Project Plan and the exhibits contained and referenced herein, the following findings are made:

1. That “but for” the creation of this TID, the development projected as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the city. In making this determination, the city has considered the following information:
  - Development within the TID has not occurred at the pace anticipated by the city. Infrastructure and other development related expenses are not likely to be borne exclusively by private developers; therefore, the city has concluded that public investment will be required to fully achieve the city’s objectives for this area.
  - To achieve its objectives, the city has determined that it must take an active role in encouraging development by making appropriate public expenditures in the area. Without the availability of tax increment financing, these expenditures are unlikely to be made. Enhancement of this area will complement existing venues in the city, and benefit not only the city, but all overlapping taxing jurisdictions. Accordingly, the costs to implement the needed

**City of Sturgeon Bay**  
**TID #8 Project Plan & District Boundary**

projects and programs are appropriately funded through tax increment financing.

- To make the area included within the TID suitable for development, the city will need to make a substantial investment to pay costs of some or all the projects listed in the project plan and to maintain a rent structure that does not exceed the upper end of market levels. Due to the public investment that is required, the city has determined that development of the area will not occur at the pace or levels desired solely as a result of private investment.
2. The economic benefits of the Tax Incremental District, as measured by increased property values, are sufficient to compensate for the cost of the improvements. In making this determination, the city has considered the following information:

As demonstrated in the Economic Feasibility Section of this Project Plan, the tax increments projected to be collected and the debt issuance will be more than sufficient to pay for the proposed project costs. On this basis alone, the finding is supported.

3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.

Since the development expected to occur is unlikely to take place without the use of Tax Incremental Financing (see Finding #1) and since the TID will generate economic benefits that are more than sufficient to compensate for the cost of the improvements (see Finding #2), the city reasonably concludes that the overall benefits of the TID outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the "but for" test is satisfied, there would, in fact, be no foregone tax increments to be paid in the event the TID is not created.

4. The improvements to be made within the TID are likely to significantly enhance the value of substantially all other real property in the city surrounding the TID.
5. The equalized value of taxable property of the TID does not exceed 12% of the total equalized value of taxable property within the city.
6. The Project Plan for the TID is feasible and is in conformity with the master plan of the city.

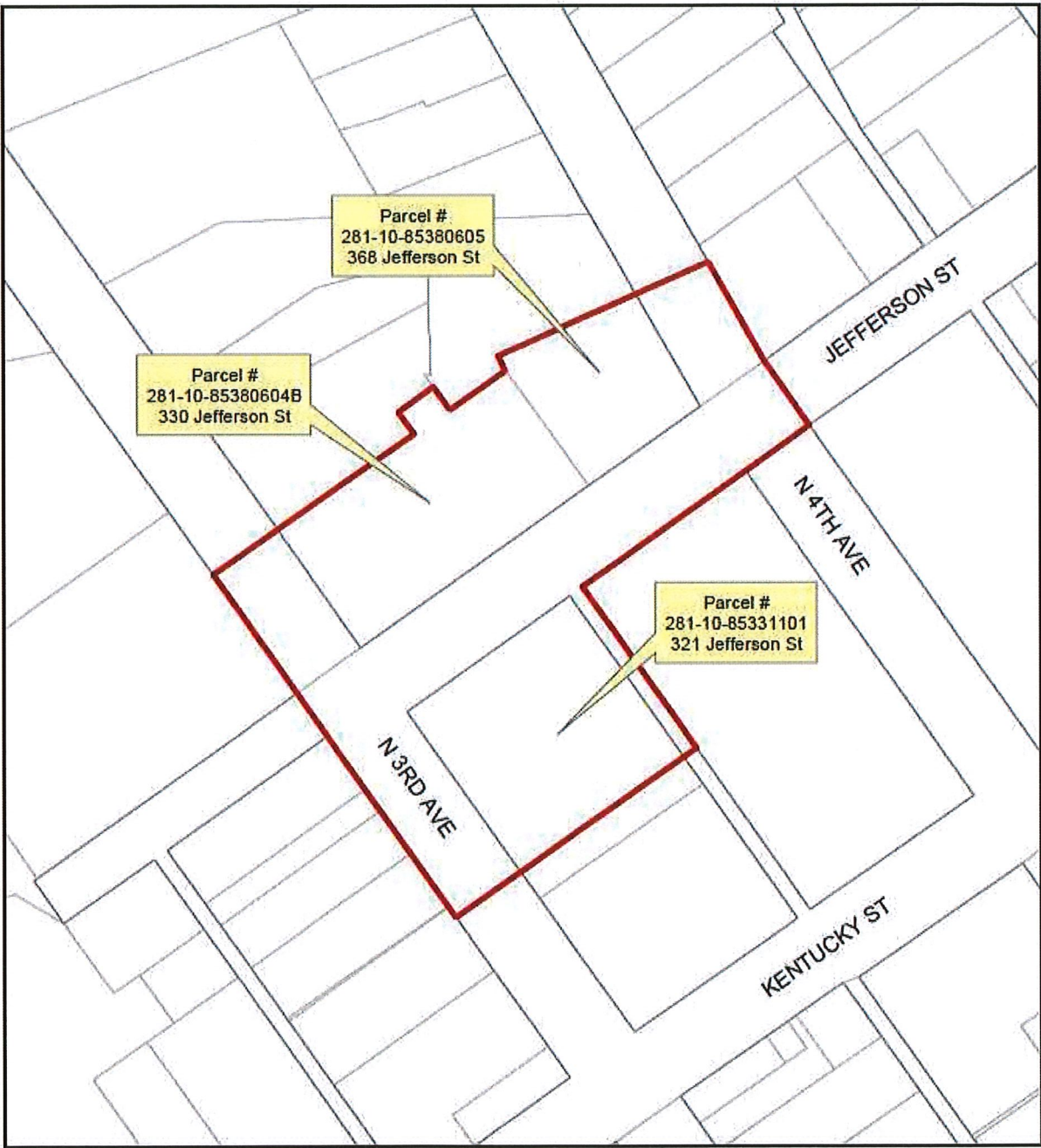
**City of Sturgeon Bay**  
**TID #8 Project Plan & District Boundary**

7. The city estimates that 50% of the territory within the district will be devoted to retail business at the end of the district's maximum expenditure period, pursuant to Wisconsin Statutes Sections 66.1105(5)(b).
8. The city confirms less than 35 percent of the district is land proposed for newly platted residential development. Residential housing density is at least three units per acre.
9. The TID is being created as a Mixed-Use District. This project plan has met the definition and requirements for a Mixed-Use District. Not less than 50% of the proposed district's area land is suitable for industrial, commercial, and residential use.

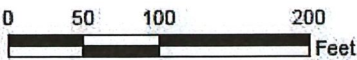
Section 4: Map of Proposed District Boundary


The current Map is reflective of the 01/01/2023 parcel list.

Tax Increment District #8



Map Date February 22, 2023

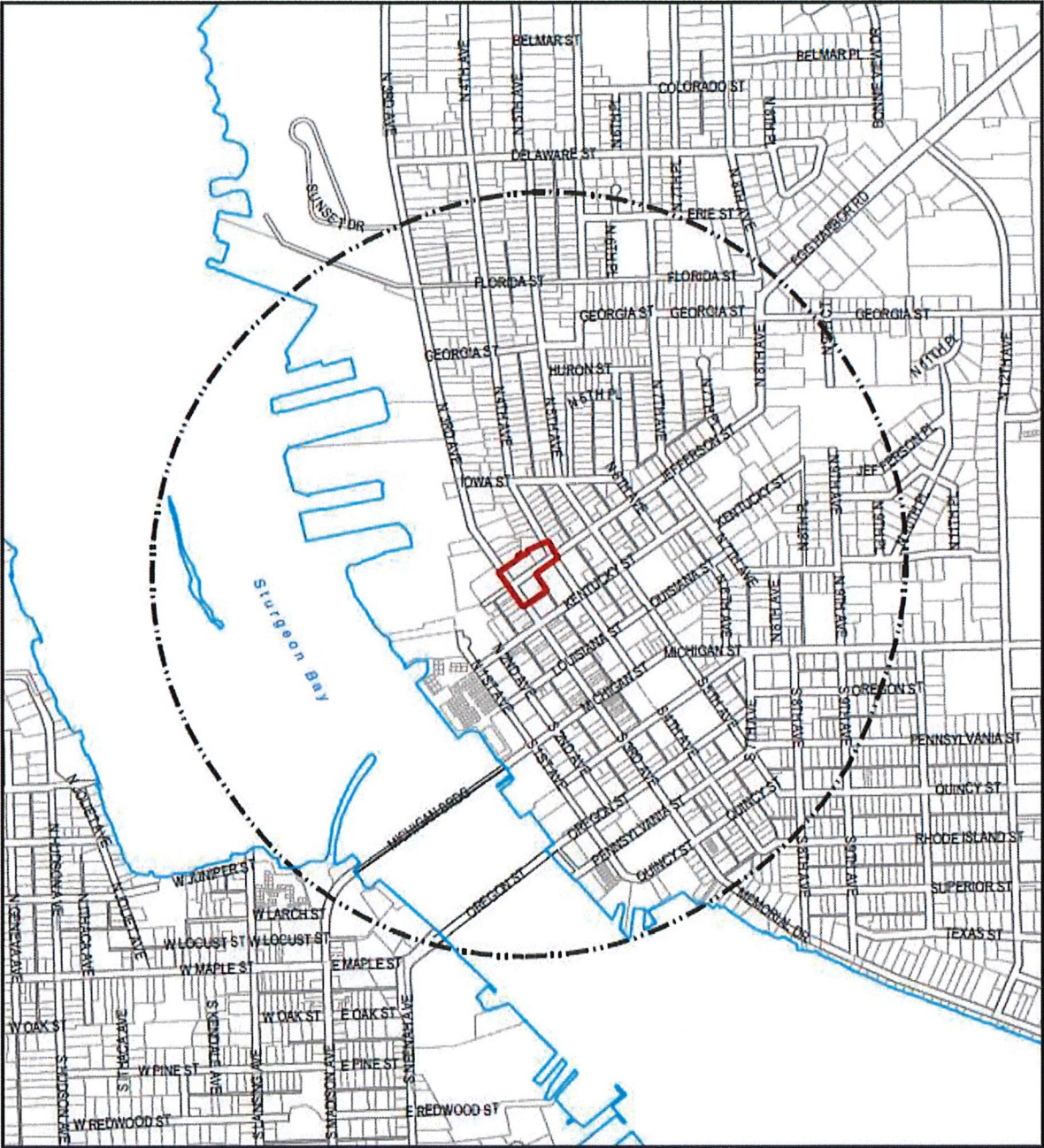


 District Boundary





Section 5: One Half Mile Radius Map of Proposed District Boundary

Tax Increment District #8  
1/2 Mile Radius from Boundary



Map Date February 22, 2023

 1/2 Mile Radius from TID #8 Boundary  
 Tax Increment District #8

0 1,000 2,000  
Feet

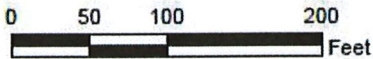



Section 6: Map Showing Existing Uses and Conditions

Tax Increment District #8  
Existing Conditions



Map Date February 22, 2023



 District Boundary



## **Section 7: Preliminary Parcels List and Analysis**

As of the 01/01/2023 parcels list.

ID	Address	Parcel #	Valuation
1	321 Jefferson	2811085331101	\$ 793,500
2	330 Jefferson	2811085380604B	\$ 76,700
3	368 Jefferson	2811085380605	\$ 241,500
<b>Total Valuation</b>			<b><u>\$ 1,111,700</u></b>

## **Section 8: Equalized Valuation Test**

The following calculations demonstrate that the city is in compliance with s.66.1105(4) (gm)4. c. Wis. Stats., which requires that the equalized value of the taxable property in the proposed TID, plus the value increment of any existing Tax Incremental Districts, does not exceed 12% of the total equalized value of taxable property within the city. With TID #8, the value increment of all existing Tax Increment Districts will be approximately 10.24%.

### **Valuation Test Compliance Calculation**

2022 Equalized Valuation (TID IN)	\$ 1,224,724,100
Limit for 12% Test	\$ 146,966,892
Increment Value of Existing TIDs	\$ 124,285,600
Projected Base Value of New TID	<u>\$ 1,111,700</u>
Total Value Subject to Test	\$ 125,397,300

Compliance ( $\$125,397,300 < \$146,966,892$ )

Meets Requirement

## **Section 9: Statement of Kind, Number and Location of Proposed Projects**

The city expects to implement the following public project improvements. Any costs including eligible administrative costs necessary or convenient to the creation of the district or directly or indirectly related to the public works and other projects are considered "project costs" and eligible to be paid with tax increment revenues of the TID.

**City of Sturgeon Bay**  
**TID #8 Project Plan & District Boundary**

1. DEVELOPER INCENTIVE

LOCATION: 330 Jefferson St.

TOTAL: \$775,000

DESCRIPTION: The Developer plans to develop a 6,809 square foot venue for music performances and lessons. The first floor will also have a 1,200 square foot patio space facing the corner of Third Avenue and Jefferson Street. The 6,809 square foot second floor of the facility will house eleven studio apartment rentals.

2. PUBLIC RESTROOMS

LOCATION: 330 Jefferson St.

TOTAL: \$125,000

DESCRIPTION: Development includes the creation of three public restrooms accessible outside the building at the end of the commercial section of Third Avenue where there are no public restrooms. Estimated size is 475 square feet.

3. STREET/SIDEWALK IMPROVEMENTS

LOCATION: Jefferson St. from 3<sup>rd</sup> Avenue to 7<sup>th</sup> Place.

TOTAL: \$25,000

DESCRIPTION: Jefferson Street intersection improvements including crosswalk repairs along with spot repairs of the streets and sidewalks in the vicinity.

4. PARKING IMPROVEMENTS

LOCATION: 117 N. Second Ave/122 N. First Ave

TOTAL: \$150,000

DESCRIPTION: Maintenance and repairs to the public parking structure bounded by 1<sup>st</sup> Ave, Kentucky St, 2<sup>nd</sup> Ave, and Louisiana St.

**City of Sturgeon Bay**  
**TID #8 Project Plan & District Boundary**

**5. FACADE IMPROVEMENTS**

LOCATION: 321 Jefferson Street

TOTAL: \$50,000

DESCRIPTION: Financial Incentive to developer for façade improvements at 321 Jefferson Street. The façade improvements would be accompanied by interior building renovation of approximately \$500,000 by developer to facilitate reuse of the building for retail and other commercial purposes.

**6. ADMINISTRATIVE / ORGANIZATIONAL FEES**

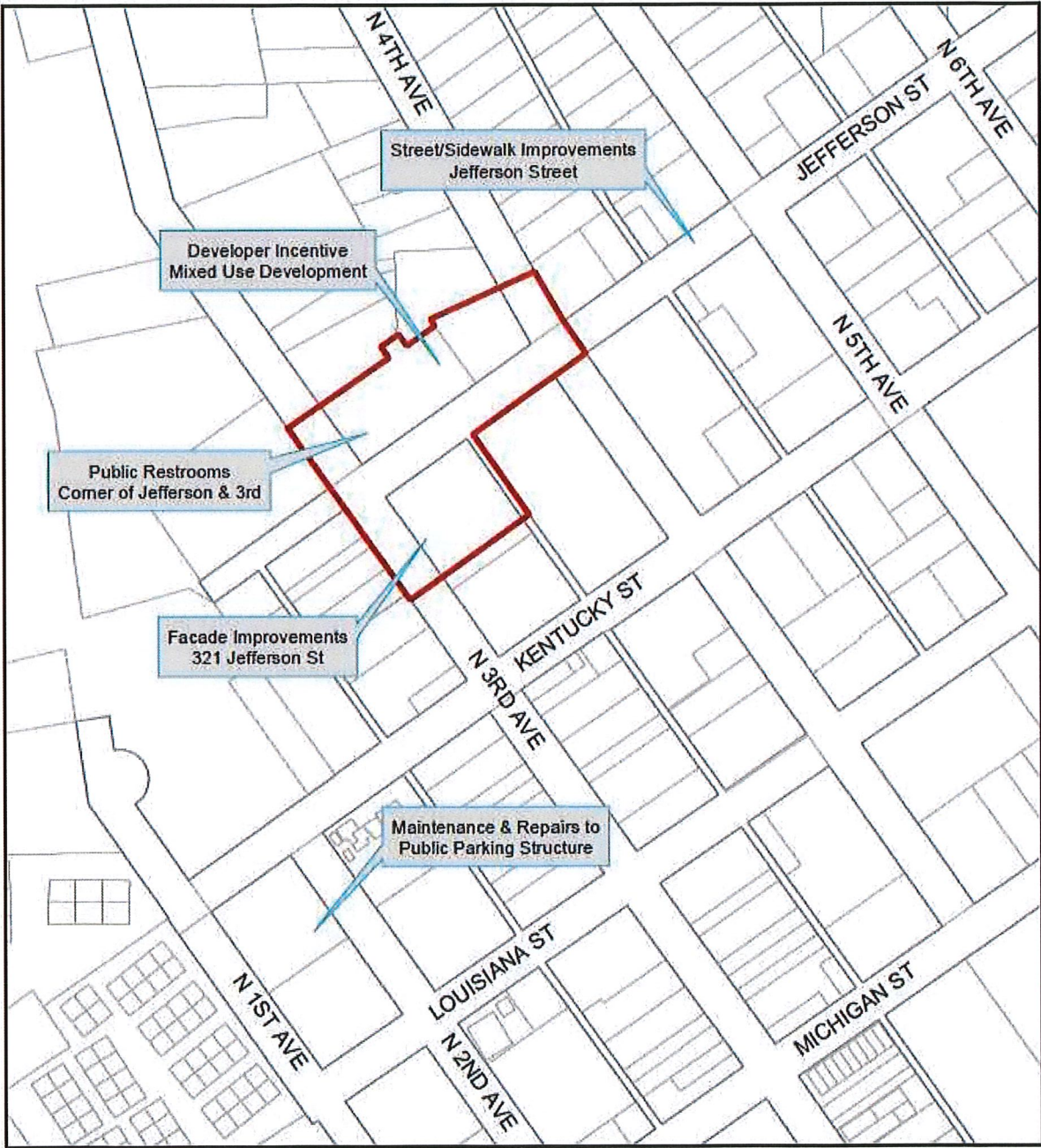
LOCATION: Entire TID

TOTAL: \$30,000

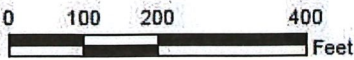
DESCRIPTION: Annual TID and city staff administration fees and professional fees for creation and organization, including legal fees.

Section 10: Maps Showing Proposed Improvements and Uses

Tax Increment District #8  
Proposed Projects



Map Date February 22, 2023



 District Boundary



## Section 11: Detailed List of Project Costs

1. DEVELOPER INCENTIVE	\$775,000
2. PUBLIC RESTROOMS	\$125,000
3. STREET/SIDEWALKS IMPROVEMENTS	\$25,000
4. PARKING IMPROVEMENTS	\$150,000
5. FACADE IMPROVEMENTS	\$50,000
6. ADMINSTRATIVE / ORGANIZATIONAL FEES	\$30,000
<b>ESTIMATED TOTAL</b>	<b>\$1,155,000</b>

The project cost is based on current prices and preliminary estimates. The city reserves the right to increase this cost to reflect inflationary increases and other uncontrollable circumstances between the creation of the TID and the time of construction. The tax increment allocation is preliminary and is subject to adjustment based upon the implementation of the Plan.

This Plan is not meant to be a budget nor an appropriation of funds for specific projects, but a framework within which to manage projects. All costs included in the Plan are estimates based on the best information available. The city retains the right to delete or pursue future projects listed in the prior paragraph, and shown on the map, or change the scope and/or timing of projects implemented as they are individually authorized by the Common Council, without amending the Plan.

The Plan authorizes the expenditure of funds for project costs within a 1/2-mile radius of the TID boundary.

## **Section 12: Economic Feasibility**

The information and exhibits contained within this project plan demonstrate that the proposed TID is economically feasible insofar as:

- The city has available to it the means to secure the necessary financing required to accomplish the projects contained within this Plan. A listing of "Method of Financing and Timing of When Costs are to be Incurred" follows.
- The development anticipated to occur because of the implementation of this Plan will generate sufficient tax increments to pay for the cost of the projects. This Plan identifies the following: 1) the development expected to occur, 2) a projection of tax increments to be collected resulting from that development and other economic growth within the TID, and 3) a cash flow model demonstrating that the projected tax increment collections and all other revenues available such as debt issuance will be sufficient to pay all Project Costs.

To evaluate the economic feasibility of TID #8 it is necessary to project the amount of tax revenue that can be reasonably generated over the legal life of the TID. Included in Exhibit A is a proforma analysis of TID #8. The proforma analyzes expenses based on project plan costs of TID #8 against projected TID revenue. Tax revenue is conservatively estimated. Cash received from future TID #8 tax increments will be used to fund project costs and implementation of this Plan will also require that the city issue a developer grant/loan to provide direct or indirect financing for the Projects to be undertaken. In 2043, the final year of revenue collection for the TID, it is projected to have repaid all expenditures and is left with a positive surplus balance.

## **Section 13: Method of Financing and Timing of When Costs are to be Incurred.**

The city plans to fund project costs with cash received from future TID #8 tax increments and to issue a developer grant/loan to provide direct or indirect financing for the Projects to be undertaken. The following is a list of the types of obligations the city may choose to utilize.

### General Obligation (G.O.) Bonds or Notes

The city may issue G.O. Bonds or Notes to finance the cost of Projects included within this Plan. Wisconsin Statutes limit the principal amount of G.O. and State Trust Fund Loan debt that a community may have outstanding at any point in time to an amount not greater than five percent of its total equalized value (including increment values).

**City of Sturgeon Bay**  
**TID #8 Project Plan & District Boundary**

Board of Commissioners of Public Lands State Trust Fund Loans

The city may issue State Trust Fund Loans to finance the cost of Projects included within this Plan. Wisconsin Statutes limit the principal amount of State Trust Fund Loan and GO debt that a community may have outstanding at any point in time to an amount not greater than five percent of its total equalized value (including increment values).

Bonds Issued to Developers ("Pay as You Go" Financing)

The city may issue a bond to one or more developers who provide financing for projects included in this Plan. Repayment of the amounts due to the developer under the bonds are limited to an agreed percentage of the available annual tax increments collected that result from the improvements made by the developer. To the extent the tax increments collected are insufficient to make annual payments, or to repay the entire obligation over the life of the district, the city's obligation is limited to not more than the agreed percentage of the actual increments collected. Bonds issued to developers in this fashion are not general obligations of the city and therefore do not count against the city's borrowing capacity.

Federal/State Loan and Grant Programs

The State and Federal governments often sponsor grant and loan programs that municipalities may potentially use to supplement TID expenditures or provide financing for capital costs which positively impact the district. These programs include Wisconsin Community Development Block Grants, Rural Development Administration Community Facility Loan/Grants, Transportation Economic Assistance Grants, and Economic Development Administration Grants. These programs require local match funding to ensure State and Federal participation in the project.

The actual amount of debt issuance will be determined by the city at its convenience and as dictated by the nature of the projects as they are implemented.

Plan Implementation

Projects identified will provide the necessary anticipated governmental services to the area, and appropriate inducements to encourage development of the area. The city anticipates making total project expenditures of approximately \$1,155,000 plus financing/interest costs to undertake the projects listed in this Project Plan. The Expenditure Period of this District is 15 years from the date of adoption of the Creation Resolution by the Common Council. The projects to be undertaken pursuant to this Project Plan are expected to be financed primarily with tax increments. The city reserves the right to alter the implementation of this Plan to accomplish this objective. Interest rates projected are based on current market conditions. Municipal

**City of Sturgeon Bay  
TID #8 Project Plan & District Boundary**

interest rates are subject to constantly changing market conditions. In addition, other factors such as the loss of tax-exempt status of municipal bonds or broadening the purpose of future tax-exempt bonds would affect market conditions. Actual interest expense will be determined once the methods of financing have been approved and securities or other obligations are issued.

**If financing as outlined in this Plan proves unworkable, the City reserves the right to use alternate financing solutions for the projects as they are implemented.**

### **Section 14: Annexed Property**

There are no lands proposed for inclusion within the TID that were annexed by the city on or after January 1, 2004.

### **Section 15: Proposed Changes in Zoning Ordinances**

The city intends to implement a zoning code amendment adding 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 change would allow efficiency (studio) style units to be 450 square feet in all zoning districts where they are allowed.

### **Section 16: Proposed Changes in Master Plan, Map, Building Codes, and Town Ordinances**

The city does not anticipate that the TID will require any changes in the master plan, map, building codes, and city ordinances to implement this project plan. The proposed development and uses are consistent with the adopted Sturgeon Bay Comprehensive Plan.

### **Section 17: Relocation**

The city does not anticipate the need to relocate persons or businesses in conjunction with this Plan. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow applicable state statutes as required in Wisconsin Statutes Chapter 32.

## **Section 18: Orderly Development of the City**

The creation of the TID will enable the city to undertake projects in furtherance of the stated objectives of its Comprehensive Plan and other planning documents. To this extent, the creation of the TID promotes the orderly development of the city.

## **Section 19: A List of Estimated Non-Project Costs**

Non-Project costs are public works projects that only partly benefit the TID or are not eligible to be paid with tax increment, or costs not eligible to be paid with Tax Incremental Financing funds. The city does not anticipate any non-project costs for the TID.

## **Section 20: City Attorney Opinion**

Exhibit B contains a signed opinion from the city attorney advising whether the project plan amendment is complete and complies with Section 66.1105(4)(f) of the Wisconsin Statutes.

SECTION 21: EXHIBIT A CASH FLOW PROFORMA ANALYSIS

City of Sturgeon Bay  
Tax Increment District No. 8  
Cash Flow Proforma Analysis

Assumptions	
Annual Inflation During Life of TID	1.00%
2021 Sales Tax Rate (per \$1000 Equalized Value)	\$22.77
Annual Adjustment to tax rate	0.00%
Investment rate	0.50%
Data above dashed line are actual	

Developer Incentive - Criteria	
New Construction	\$4,200,000
TIF Assistance	\$1,155,000
Does TIF Cash Flow	YES
City Increment Required	NO

Year	Background Data					Revenues			Expenditures			TID Status		
	(a) TIF District Valuation (January 1)	(b) Inflation Increment	(c) Construction Increment (1)	(d) TIF Increment Over Base	(e) Tax Rate	(f) Tax Revenue	(g) Investment Proceeds	(h) Total Revenues	(i) Payment to Developer (1)	(j) Project Costs	(k) Combined Expenditures	(l) Annual Balance	(m) Year End Cumulative Balance (December 31)	(n) Cost Recovery
2023	\$1,111,700	\$0	\$4,200,000	\$0	\$22.77	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2024	\$1,111,700	\$11,117		\$4,264,345	\$22.77	\$95,887	\$0	\$95,887	\$0	\$63,750	\$63,750	(\$63,750)	(\$63,750)	
2025	\$5,322,617	\$53,228		\$4,318,160	\$22.77	\$95,887	\$0	\$95,887	\$0	\$63,750	\$123,750	(\$27,663)	(\$117,500)	
2026	\$5,376,045	\$53,760		\$4,372,404	\$22.77	\$97,099	\$0	\$97,099	\$60,000	\$63,750	\$123,750	(\$26,651)	(\$143,663)	
2027	\$5,429,806	\$54,298		\$4,427,245	\$22.77	\$98,323	\$0	\$98,323	\$60,000	\$63,750	\$123,750	(\$26,651)	(\$170,314)	
2028	\$5,484,104	\$54,841		\$4,482,534	\$22.77	\$99,560	\$0	\$99,560	\$60,000	\$60,000	\$60,000	(\$39,560)	(\$209,874)	
2029	\$5,538,545	\$55,389		\$4,538,578	\$22.77	\$100,808	\$0	\$100,808	\$60,000	\$60,000	\$60,000	(\$40,808)	(\$250,682)	
2030	\$5,594,334	\$56,503		\$4,595,080	\$22.77	\$102,070	\$0	\$102,070	\$60,000	\$60,000	\$60,000	(\$42,070)	(\$292,752)	
2031	\$5,650,278	\$57,068		\$4,652,148	\$22.77	\$103,343	\$0	\$103,343	\$60,000	\$60,000	\$60,000	(\$43,343)	(\$336,095)	
2032	\$5,706,780	\$57,638		\$4,709,787	\$22.77	\$104,630	\$110	\$104,740	\$60,000	\$60,000	\$60,000	(\$44,740)	(\$380,835)	
2033	\$5,763,848	\$58,215		\$4,768,001	\$22.77	\$105,929	\$334	\$106,264	\$60,000	\$60,000	\$60,000	(\$46,264)	(\$427,099)	
2034	\$5,821,487	\$58,797		\$4,826,196	\$22.77	\$107,242	\$585	\$107,827	\$60,000	\$60,000	\$60,000	(\$47,827)	(\$474,926)	
2035	\$5,879,701	\$59,385		\$4,886,183	\$22.77	\$108,567	\$805	\$109,372	\$60,000	\$60,000	\$60,000	(\$49,507)	(\$524,433)	
2036	\$5,938,498	\$59,979		\$4,946,162	\$22.77	\$109,906	\$1,051	\$110,958	\$60,000	\$60,000	\$60,000	(\$51,348)	(\$575,781)	
2037	\$5,997,883	\$60,579		\$5,006,741	\$22.77	\$111,258	\$1,306	\$112,565	\$60,000	\$60,000	\$60,000	(\$53,342)	(\$629,123)	
2038	\$6,057,862	\$61,184		\$5,067,925	\$22.77	\$112,624	\$1,569	\$114,193	\$60,000	\$60,000	\$60,000	(\$55,443)	(\$684,566)	
2039	\$6,118,441	\$61,796		\$5,129,722	\$22.77	\$113,397	\$1,840	\$115,237	\$60,000	\$60,000	\$60,000	(\$57,663)	(\$742,229)	
2040	\$6,179,625	\$62,414		\$5,192,136	\$22.77	\$114,804	\$2,119	\$116,923	\$60,000	\$60,000	\$60,000	(\$59,977)	(\$802,206)	
2041	\$6,241,422	\$63,038		\$5,255,174	\$22.77	\$116,804	\$2,707	\$119,511	\$60,000	\$60,000	\$60,000	(\$62,489)	(\$864,695)	
2042	\$6,303,636	\$63,669		\$5,318,843	\$22.77	\$118,225	\$3,304	\$121,529	\$60,000	\$60,000	\$60,000	(\$65,075)	(\$929,770)	
2043	\$6,366,874													
	\$1,111,700					\$1,921,677	\$19,711	\$1,937,388	\$900,000	\$255,000	\$1,155,000			

Type of TID: Mixed-Use  
2023 TID Inception  
2038 Final Year to Incur TIF Related Costs  
2043 Maximum Legal Life of TID (20 Years)

(1) Per City estimates.

## SECTION 22: ESTIMATED TAX INCREMENTS BY TAXING ENTITY

City of Sturgeon Bay - TID # 8					
Calculation of the Growth of Estimated Tax Increments by Taxing Entity					
Revenue	Projected Increment	County	City	School District	Technical College
2023	\$ -	\$ -	\$ -	\$ -	\$ -
2024	\$ -	\$ -	\$ -	\$ -	\$ -
2025	\$ -	\$ -	\$ -	\$ -	\$ -
2026	\$ 95,887	\$ 15,893	\$ 36,439	\$ 40,159	\$ 3,397
2027	\$ 97,099	\$ 16,094	\$ 36,899	\$ 40,666	\$ 3,440
2028	\$ 98,323	\$ 16,297	\$ 37,364	\$ 41,179	\$ 3,483
2029	\$ 99,560	\$ 16,502	\$ 37,834	\$ 41,697	\$ 3,527
2030	\$ 100,808	\$ 16,709	\$ 38,309	\$ 42,220	\$ 3,571
2031	\$ 102,070	\$ 16,918	\$ 38,788	\$ 42,748	\$ 3,616
2032	\$ 103,343	\$ 17,129	\$ 39,272	\$ 43,281	\$ 3,661
2033	\$ 104,630	\$ 17,342	\$ 39,761	\$ 43,820	\$ 3,706
2034	\$ 105,929	\$ 17,558	\$ 40,255	\$ 44,364	\$ 3,752
2035	\$ 107,242	\$ 17,775	\$ 40,754	\$ 44,914	\$ 3,799
2036	\$ 108,567	\$ 17,995	\$ 41,257	\$ 45,469	\$ 3,846
2037	\$ 109,906	\$ 18,217	\$ 41,766	\$ 46,030	\$ 3,893
2038	\$ 111,258	\$ 18,441	\$ 42,280	\$ 46,596	\$ 3,941
2039	\$ 112,624	\$ 18,667	\$ 42,799	\$ 47,168	\$ 3,990
2040	\$ 114,003	\$ 18,896	\$ 43,323	\$ 47,746	\$ 4,038
2041	\$ 115,397	\$ 19,127	\$ 43,853	\$ 48,329	\$ 4,088
2042	\$ 116,804	\$ 19,360	\$ 44,387	\$ 48,919	\$ 4,138
2043	\$ 118,225	\$ 19,596	\$ 44,927	\$ 49,514	\$ 4,188
TOTALS	\$ 1,921,677	\$ 318,514	\$ 730,270	\$ 804,820	\$ 68,073

## **SECTION 22: EXHIBIT B CITY ATTORNEY OPINION**

**INSERT ATTORNEY OPINION**

## **SECTION 23: EXHIBIT C TID # 8 BOUNDARY LEGAL DESCRIPTION**

A tract of land located in the SE ¼ of the SE ¼, Government Lot 4, Section 6, Township 27 North, Range 26 East, City of Sturgeon Bay, Door County, Wisconsin, within Block 33 and Block 38 of the Assessor's Map of the City of Sturgeon Bay and described as follows.

Tract 2 of Certified Survey #436 recorded as Document #530517 in Volume 2 of Certified Survey Maps, Page 294, Lot 2 of Certified Survey #3484 recorded as Document #846754, and Lot 1 of Certified Survey #1655 recorded as Document #649807 in Volume 10 of Certified Survey Maps, Page 72.

## **SECTION 24: DISCLAIMER TEXT**

Robert W. Baird & Co. Incorporated is providing this information to you for discussion purposes. The materials do not contemplate or relate to a future issuance of municipal securities. Baird is not recommending that you take any action, and this information is not intended to be regarded as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 or the rules thereunder.

**STAFF REPORT**

**Title:** Public Restrooms Agreement for The Muse Project

**Background:** The City and 330 Jefferson Street, LLC (Shirley Weese Young) entered into a development agreement for the Muse project on March 3, 2023. The development agreement provides in part that public restrooms will be constructed on the property located at 330 Jefferson Street, tax parcel no. 281-10-85380604B. Section B.1.a of Development Agreement establishes a "condition precedent" that the Developer and City shall have reached agreement on the location, design, operation, and maintenance of the public restrooms.


Ms. Young has made progress on the plans for The Muse, including the location and layout of the public restrooms, which are on the 3<sup>rd</sup> Avenue side of the building and easily accessible to people in the northern part of the downtown area. Thus, the time has come to create and approve the restrooms agreement so that the overall development project can proceed.

A draft of the Public Restrooms Operation and Maintenance Agreement was created by the community development department. It has been reviewed and approved by the city administrator, public works director, and the Ms. Young. The draft agreement is patterned about the public restrooms agreement for the Marketplace by Bliss project. The agreement establishes the design criteria, the hours of operation, and minimum maintenance standards. The property owner is also responsible for the costs of utilities. In return for constructing, operating, and maintaining the restrooms, the City will provide quarterly payments of \$2,250. That amount is based upon the estimated amount it costs the City to maintain public restrooms at other locations in the City.

In addition to the approval of the Council, the legal provisions such as insurance and indemnification need to be added by the City Attorney.

**Fiscal Impact:** The City would be responsible for paying \$9,000 annually for the upkeep and operation of the restrooms. This figure is locked in for 2 years but then could be adjusted based upon the actual cost of maintaining similar public restroom facilities elsewhere in the City.


**Recommendation:** Approve the draft of the public restrooms agreement subject to adding the legal and administrative provisions by the City Attorney.

Prepared by:   
Martin Olejniczak, Community Development Director

3-29-2023  
Date

Reviewed by:   
Mike Barker, Public Works Director

3-29-2023  
Date

Reviewed by:   
Josh Van Lieshout, City Administrator

3/29/23  
Date

## **Public Restrooms Operations and Maintenance Agreement**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2023, between the CITY OF STURGEON BAY, WISCONSIN, a Wisconsin municipal corporation (the "City") and 330 JEFFERSON STREET, LLC, a Wisconsin limited liability company ("Property Owner").

### **RECITALS**

- A. The City and Property Owner have entered into a development agreement for the Muse project dated March 3, 2023 ("Development Agreement").
- B. The development agreement provides in part that public restrooms will be constructed on the property located at 330 Jefferson Street, tax parcel no. 281-10-85380604B ("Property").
- C. Section B.1.a of Development Agreement establishes a condition precedent that the Developer and City shall have reached agreement on the location, design, operation, and maintenance of the public restrooms.

NOW, THEREFORE, in fulfillment of the condition precedent that a restroom agreement be reached, the parties agree as follows:

- 1. Location. The public restrooms shall be located on the western (3rd Ave) side of the Property. They shall be on the ground floor of the building in which they are situated.
- 2. Design. The public restrooms shall generally be consistent with the floor plan dated 3-29-2023 attached as Exhibit A.
  - a. Size. The restrooms shall have at least 112 square feet of floor area exclusive of any hallway, entryway, or storage area.
  - b. Access. The restrooms shall be accessible to the general public directly from the outside or from a joint entryway/vestibule such that restroom users do not have to pass through other portions of the building to reach the restrooms.
  - c. Type. The restrooms may be gender neutral (unisex) or may be restricted to specific genders.
- 3. Completion. The public restrooms shall be completed and available for use at the time an occupancy permit is issued for the building project on the Property as described in Section A.2 of Development Agreement.
- 4. Operation.
  - a. Hours. The public restrooms shall, at a minimum, be open to the public between the hours of 8 AM and 9 PM unless different hours are agreed upon in writing by

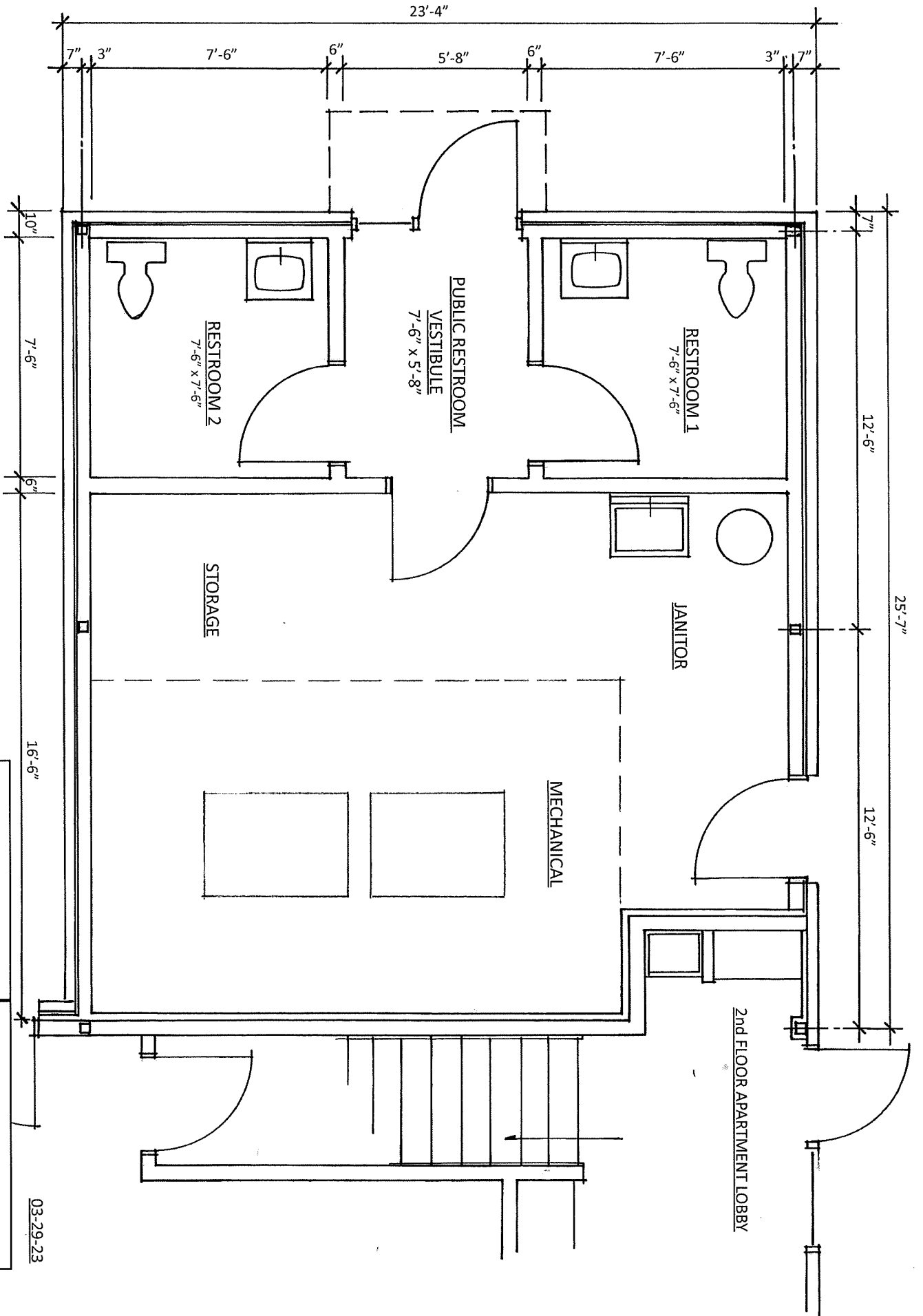
the City and Property Owner. Exceptions to the hours of operation may be approved by the City's Public Works Director upon request by the Property Owner.

- b. Free to Use. The public restrooms shall be available to the general public without any charges or fees for use.
5. Maintenance. The public restrooms shall be cleaned, stocked, and otherwise maintain, at a minimum, to the standards for public restrooms in the City parks. The Property Owner is responsible for the cost of all maintenance and materials associated with cleaning and stocking the restrooms.
6. Utilities. The Property Owner is responsible for the installation or extension of any sanitary sewer and water facilities needed for the public restrooms. The property owner is solely responsible for monthly charges for water, sanitary sewer, and electrical services for the public restrooms.
7. Compensation. The City shall provide quarterly payments to the Property Owner or, at Property Owner's option, to a tenant of the Property, to defray the cost of operating and maintaining the public restrooms. The amount of the payments shall be equal to the City's cost of maintaining similar public restroom facilities elsewhere in the City. The amount of each quarterly payment shall be \$2,250 and shall be due on each January 15, April 15, July 15 and, October 15 beginning with the first such date after the restroom facilities become available to the public. After two years from the date of the first quarterly payment, either the Property Owner or the City may request an adjustment to the amount of the quarterly payment to reflect the City's actual cost of maintaining similar public restroom facilities elsewhere in the City.
8. Termination of Agreement. Unless this Agreement is extended by mutual agreement of the Property Owner and City, this Agreement shall terminate upon the occurrence of the earlier of: (a) the parties signing an agreement to terminate, or (b) 25 years from the date the public restrooms are operational.
9. Modifications. No modifications to this Agreement shall be made except in writing signed by the parties.

[Note: City Attorney to add necessary legal items]

[Note: Signature lines to be added upon approval of this draft by Common Council]

NORTH THIRD AVENUE



# PUBLIC RESTROOM FLOOR PLAN

1/4" = 1'-0"

RESTROOM AND VESTIBULE GROSS AREA = 206 SF

MUSE

330 Jefferson Street  
Sturgeon Bay, Wisconsin

Richard Toyne Architect

Sturgeon Bay, WI 920-746-7568  
richardtoynearchitect.com

03-29-23

## STAFF REPORT

**Title:** Development Agreement with Estes Investments, LLP

**Background:** Estes Investments, LLP (Estes) is the owner of the property at 1361 N. 14<sup>th</sup> Avenue. This site is a former fruit processing facility and is in a state of disrepair. Estes proposes to remove the blighted buildings and redevelop the site. The rear portion is being developed into a commercial storage facility and the front portion is proposed for a 22-unit multiple-family residential building.

The Common Council approved the zoning map amendments to C-1 General Commercial for the rear and R-4 Multiple-Family Residential for the front to facilitate the project. The Council also approved a set of parameters for a development agreement. The agreement provides financial assistance for extending the necessary sanitary sewer and water mains. The formal development agreement has now been drafted, reviewed by the developer, City staff, and the attorneys for both the developer and the City. The agreement includes the previously approved parameters as follows:

1. Estes would be responsible for the design of the sewer/water extensions.
2. City and SBU would seek approval of the extensions through the Wisconsin DNR.
3. Estes will bid and contract for the construction of the mains, subject to City approval of the final bid amount.
4. Estes will construct the apartment building after receiving all necessary zoning approvals and building permits.
5. Upon issuance of an occupancy permit for the apartment building, City will reimburse Estes for the installation costs of the sanitary sewer and water mains.

Items 1 and 2 have been completed. The bid amount for constructing the mains (Item 3) came in at \$166,891, which is close to the City Engineer's estimate from last fall, which was \$163,000. The City Engineer is reviewing the bid document and, assuming there are no problems, Item 3 should be accomplished by the time of the Common Council meeting.

The agreement is drafted so that Estes does not get reimbursed for the sewer/water main extensions until after the apartments are built. That provision protects the City in case the developer decides not to complete the apartments.

The sewer and water mains, in addition to serving the Estes property, will run past the home at 1341 N. 14<sup>th</sup> Ave and along the Walmart property on the opposite side of 14<sup>th</sup> Ave. The home and potentially the Walmart property could be specially assessed for their frontage.

**Fiscal Impact:** Based upon the bid amount from the contractor the City will be responsible to reimburse the \$166,891 cost for the sewer and water infrastructure. This amount is proposed to come from the American Rescue Plan Act funds allocated to the City. Thus, there should be no impact to the general fund. In addition, this figure would be lessened by any special assessments that are applied to other property abutting the new mains.

Assuming a future assessed value of \$2,200,000, the apartment building would generate about \$17,500 annually for the City portion of the property taxes. The water main will also spur the completion of the storage buildings on the rear portion of the Estes property, which will also increase the property taxes.

**Recommendation:** Approve the development agreement.

Prepared by: Martin Olejniczak  
Martin Olejniczak, Community Development Director

3-29-2023  
Date

Reviewed by: Valerie D. Clarizio  
Val Clarizio, Finance Director

3/29/23  
Date

Reviewed by: Josh Van Lieshout  
Josh Van Lieshout, City Administrator

3/29/23  
Date

**DEVELOPMENT AGREEMENT**  
**(N. 14<sup>th</sup> Avenue Apartments – Estes Investments, LLP)**

This Development Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2023, between the CITY OF STURGEON BAY, WISCONSIN, a Wisconsin municipal corporation (the “City”) and Estes Investments, LLP, a Wisconsin limited liability partnership (“Developer”).

**RECITALS**

A. Developer has fee title to a 1.87-acre parcel at 1361 N. 14<sup>th</sup> Avenue, more particularly described in Section A.1 below (the “Property”).

B. The City desires to foster multiple-family residential development on the eastern portion of the Property consistent with the Sturgeon Bay Comprehensive Plan.

C. Developer proposes to develop a 22-unit multiple-family dwelling on the Property as described in Section A.2 below (the “Project”).

D. The extension of municipal sanitary sewer mains and water mains along N. 14<sup>th</sup> Avenue is required to develop the Project.

E. 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 Developer’s expenses relating to the extension of the municipal sanitary sewer and water mains.

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

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

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

**A. The Property and Project.**

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

Lot 1 of Certified Survey Map #477 recorded in Volume 2, Page 379 as Document #545047 - Tax Parcel No. 2817032001410C

2. Project Described. A 22-unit multiple-family dwelling with underbuilding parking facility along with additional parking area in the front of the building. The site plan and floor plans

are depicted in Attachment A. The building will be served by municipal sanitary sewer and water utilities, which will be extended to the Property by the Developer.

**B. Developer's General Obligations.**

1. 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 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.

2. 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.

3. Extension of Utilities. The Developer shall extend the sanitary sewer and water mains from their existing termini in N. 14<sup>th</sup> Avenue northerly approximately 450 feet to the north line of the Property.

- a. Developer is responsible for the design, approval, and construction of the extension of the utilities, which shall comply with all requirement of the Wisconsin Department of Natural Resources, Sturgeon Bay Utilities, and the City.
- b. Developer shall submit the final bid amount for the extension of the sanitary sewer and water mains to the City for its review and approval. The approval of the costs for the extension of the mains shall be obtained from the City prior to commencing the construction.

4. Completion of Project. Construction of the Project shall be commenced promptly after issuance of all required permits. Developer agrees that construction shall be substantially completed, subject to Force Majeure Events, by December 31, 2024.

5. 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. 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 acceptable to the City.

c. 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 D, below.

d. 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.

e. Access. Developer shall allow representatives of the City and Sturgeon Bay Utilities 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.

f. 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.

g. 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.

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

7. Restrictions on Transfer. Prior to the completion of the Project, any transfer of ownership of the Property, or any portion thereof, shall be subject to the City's written consent, which the City may withhold in its absolute discretion. This restriction 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 or units consistent with the terms of this Agreement.

8. 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 financial incentive for the extension of the sanitary sewer and water mains. The amount of the incentive shall be equal to the bid amount for the installation costs as reviewed as approved under Section B.3.b. above. This incentive shall be paid in a lump sum to the developer within 30 days after an occupancy permit has been issued for the Project.

2. Permits and Licenses. The City will cooperate in good faith with respect to all approvals and permits necessary for completion of the Project. Nothing in this agreement shall be considered prior approval of any City issued permits.

3. 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 Project to be constructed by Developer hereunder, 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.7 above, and in any case, in the aggregate not securing debt exceeding the maximum principal amount of \$ [REDACTED], 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. Developer shall insure that all contractors provide Department of Transportation warnings for all construction activities on or about City right of way.

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 B.7, J.2 or J.3, the majority ownership of Developer is conveyed voluntarily or involuntarily to an entity other than Estes Investments, LLP.

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 financial incentive listed in Section C.1; and (c) failure of the Developer to obtain approvals and permits under Sections B.1 and B.2.

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:       Estes Investments, LLP  
                                  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 I.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 – 22-Unit Apartment Building  
City of Sturgeon Bay/Estes Investments, LLP*

**ESTES INVESTMENTS, LLP**

By: \_\_\_\_\_

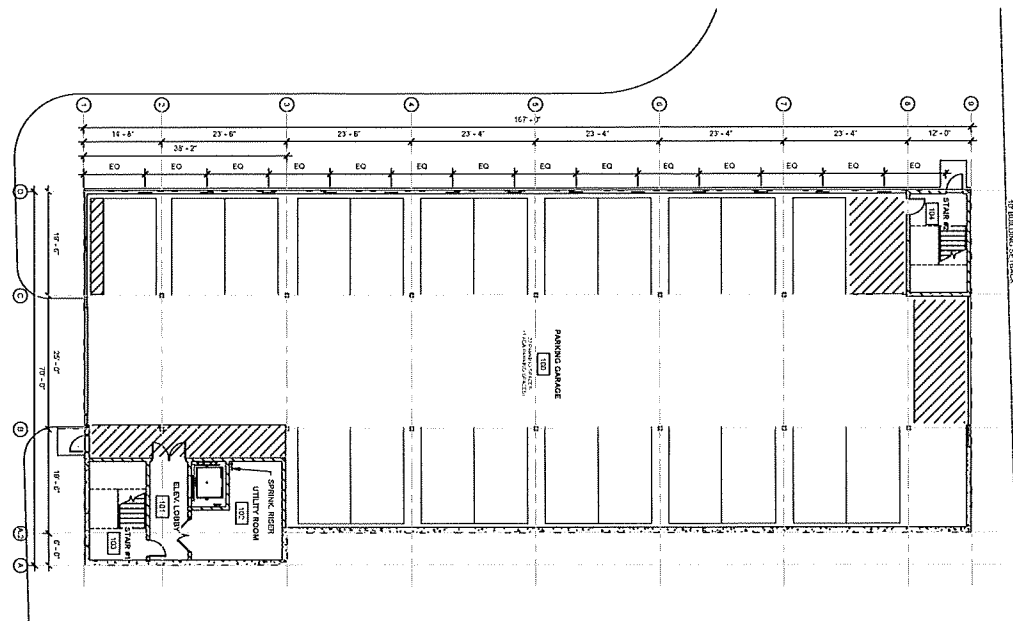
STATE OF WISCONSIN        )  
                                      )ss.  
                                      ) COUNTY

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2023, the above-named \_\_\_\_\_, the Managing Member of Estes Investments, LLP, a Wisconsin limited liability partnership, to me known to be the Managing Member of that limited liability partnership and the person who executed the foregoing agreement on behalf of that limited liability partnership 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



[illegible]

**GENERAL NOTE:**  
1. INSTALL IN PAIR DR SPRINKLER SYSTEM THROUGHOUT.  
2. FIRST FLOOR - NON-COMBUSTIBLE CONSTRUCTION ONLY.  
3. 2ND-5TH FLOORS - PROTECTED CEILING COMBUSTIBLE CONSTRUCTION.  
MIN. 1"X4" RATED PATE BEAM/WALLS, FLOORS, & ROOF.  
4. CHECK RATED CEILING FLOOR BETWEEN 1ST-2ND FLOORS  
AND STAIR/ELEVATOR SHAFTS.

**BAYLAND**

**BAYLAND BUILDINGS**

P.O. BOX 19571 GREEN BAY, WI 54307  
(920) 498-9300 FAX (920) 456-3033  
[www.baylandbuildings.com](http://www.baylandbuildings.com)

**DESIGN & BUILD GENERAL CONTRACTOR**

PROPOSED BUILDING FOR:  
**21-2336**  
CITY, WISCONSIN; COUNTY OF:

## SCALE VERIFICATION

**REVISIONS:**

**DRAWN BY:** CMP

**DATE:** 09/02/2022

**PROJECT EXECUTIVE:** DAVE PHILLIPS

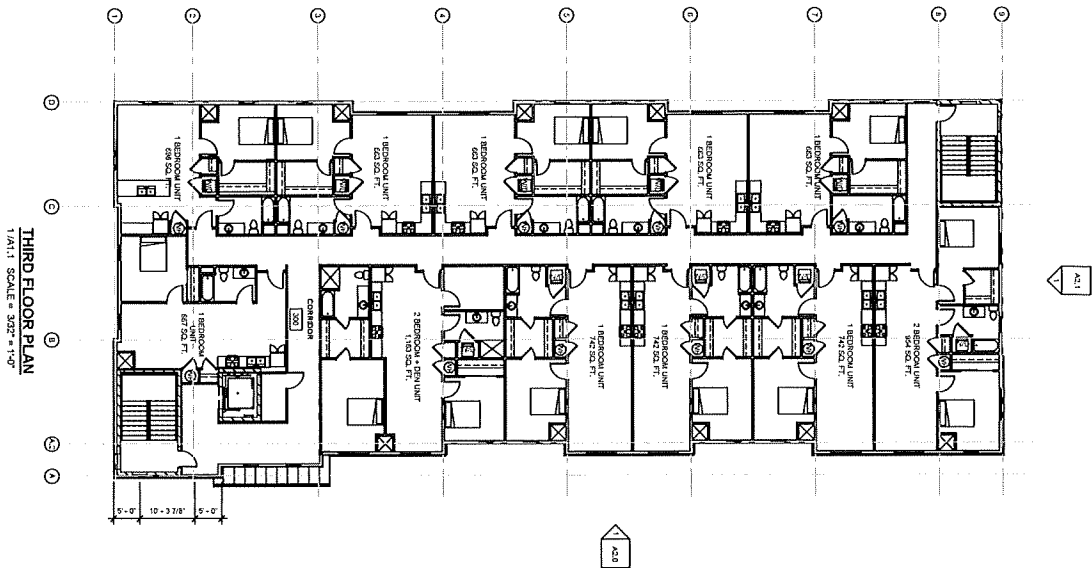
**JOB NUMBER:** 21-2336

**ISSUED FOR:** **CHECKED DATE:**  
**BY:**

☒ PRELIMINARY  
☐ BID SET  
☐ DESIGN REVIEW  
☐ CHECKSET  
☐ CONSTRUCTION

FLOOR PLANS

A1.0



**BAYLAND**  
BAYLAND BUILDINGS  
P.O. BOX 1077 GREEN BAY, WI 53007  
(920) 538-0030 FAX (920) 468-3033  
www.baylandbuildings.com  
DESIGN & BUILD GENERAL CONTRACTOR

PROPOSED BUILDING FOR:  
**21-2336**  
CITY, WISCONSIN; COUNTY OF:

**SCALE VERIFICATION**



**REVISIONS:**  
DATE: 09/02/2022  
DRAWN BY: CMP  
EXECUTIVE: DAVE PHILLIPS  
JOB NUMBER: 21-2336  
PROJECT: 21-2336  
DATE: 09/02/2022

**ISSUED FOR: CHECKED DATE:**  
BY: PRELIMINARY  
NO SET  
DESIGN REVIEW  
CHECKSET  
CONSTRUCTION

**GENERAL NOTES:**  
1. INSTALL DOOR TO SPINNER STAIRS THROUGHOUT.  
2. INSTALL DOOR TO SPINNER STAIRS THROUGHOUT.  
3. FINISH FLOORS - PROJECTED COMPOSITE CONSTRUCTION.  
4. 2-PART PREPARED DISINTEGRATOR BETWEEN 1ST AND 2ND FLOORS.  
AND SPINNER STAIRS.

FLOOR PLANS  
**A1.1**

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State of Wisconsin  
DEPARTMENT OF NATURAL RESOURCES  
101 S. Webster Street  
Box 7921  
Madison WI 53707-7921

Tony Evers, Governor  
Adam N. Payne, Secretary  
Telephone 608-267-7556  
Toll Free 1-888-936-7463  
TTY Access via relay - 711



February 22, 2023

STEPHANIE REINHARDT CLERK  
CITY OF STURGEON BAY  
421 MICHIGAN STREET  
STURGEON BAY WI 54235

Project #: W-2023-0015  
PWSID#: 41505266  
DNR Region: NER  
County: Door

### WATER MAIN PLAN AND SPECIFICATION APPROVAL

The Wisconsin Department of Natural Resources, Division of Environmental Management, Bureau of Drinking Water and Groundwater, is conditionally approving plans and specifications for the following project. An engineering report or information of sufficient detail to meet the requirements of s. NR 811.09(3), Wis. Adm. Code, was submitted along with the plans and specifications.

**Water system name:** City of Sturgeon Bay Waterworks

**Date Received:** 01/06/2023

**Engineering firm:** Stantec Consulting Services, Inc., Sturgeon Bay

**Professional Engineer:** Renee Borkovetz, P.E.

**DNR Plan Reviewer:** Norman Hahn - (608) 225-0095, [norman.hahn@wisconsin.gov](mailto:norman.hahn@wisconsin.gov)

**Project Description:** Water main construction will consist of the installation of 459 feet of 12-inch diameter polywrapped Class 52 ductile iron pipe on North 14th Avenue.

Due to high bedrock conditions, common trench construction will be used to install the proposed 12-inch diameter water main and the 8-inch diameter sanitary sewer. A minimum 3-foot edge to edge horizontal pipe separation will be provided. However, for a portion of the project (STA 0+53 to STA 2+11) the top of the sanitary sewer pipe cannot be installed a minimum of 18 inches below the bottom of the water main pipe as is required by s. NR811.74 (3), Wis. Adm. Code. However, the installation will be code compliant as the entire 8-inch diameter sanitary sewer main will be constructed of water main class C900 DR18 PVC pipe and joints and will be low pressure air tested, all as required by s. NR811.74(4), Wis. Adm. Code.

Water main construction will meet or exceed the Standard Specifications for Sewer & Water Construction in Wisconsin (Sixth Edition). Water main construction will also meet or exceed the requirements set forth in NR 811, Subchapter X of the Wisconsin Administrative Code.

Private water mains and water services may require plan review by Department of Safety and Professional Services (DSPS) and are not reviewed or approved by the Department of Natural Resources. Service connections that will have static pressures exceeding 80 psi should have an individual pressure reducing valve installed in accordance with DSPS requirements. Contact DSPS at 608-267-9421 for further information on potential need for plan review. Replacement of service lines constructed of lead, or galvanized lines formerly downstream of lead, should be conducted in accordance with AWWA C810 standards to minimize potential consumer exposure to lead.

**Approval conditions related to Chapters NR 810 and NR 811, Wis. Adm. Code:**

1. A resident project representative shall be designated by the water supply owner or by the agent retained by the owner. The resident project representative shall be knowledgeable regarding the proposed construction and be able to ensure the improvements are being constructed in accordance with the department approved plans, specifications, and conditions of the approval. The project representative shall be present on the work site as needed to assure proper construction and installation of the improvements. (s. NR 811.11, Wis. Adm. Code)
2. After construction, maintenance, repair or modification, waterworks facilities shall be disinfected by procedure outlined in the applicable AWWA standards for wells, water mains, storage facilities or treatment facilities. Waterworks may not be placed in service until bacteriological samples have established that the water is bacteriologically safe. (s. NR 810.09(4), Wis. Adm. Code)
3. Water mains shall meet horizontal separation distance requirements from sanitary and storm sewers and manholes according to s. NR 811.74(2)(a), Wis. Adm. Code.
4. Wherever water mains cross over sewers a minimum vertical clearance of 6 inches from the bottom of the water main to the top of the sewer shall be maintained, and wherever water mains cross under sewers a minimum vertical clearance of 18 inches from the top of the water main to the bottom of the sewer shall be maintained, and at crossings one full length of water pipe shall be centered on the sewer so that both joints are as far from the sewer as possible. (s. NR 811.74 (3), Wis. Adm. Code)
5. Hydrant drains may not be located within 8 feet of sanitary sewers, storm sewers, or storm sewer inlets. If it is impracticable to maintain 8 feet of separation between hydrant drains and sewers or inlets, the hydrants shall be installed without drains or have the drains plugged. (s. NR 811.71(4), Wis. Adm. Code)
6. All drain ports shall be plugged or installed with no drain ports and the barrels shall be pumped dry during freezing weather in areas where groundwater rises above the hydrant drain port. (s. NR 811.71(4), Wis. Adm. Code)
7. Due to the common trench construction issues with this project, the 8-inch diameter sanitary sewer main shall be constructed of water main class C900 DR18 pipe and joints and the main successfully low air pressure tested, as required by s. NR811.74 (4), Wis. Adm. Code.

**Approval constraints:** The project was reviewed in accordance with s. 281.41, Wis. Stats. for compliance with Chapters NR 108, NR 810 and NR 811, Wis. Adm. Code and is hereby approved in accordance with s. 281.41, Wis. Stats. subject to the conditions listed above. This approval is valid for four years from the date of approval.

This approval is based on the applicant's representation that the plans and specifications submitted to the department are complete and accurately represent the project being approved. Discovery that the applicant failed to submit complete and accurate plans and specifications may void this approval.

**Appeal rights:** If you believe that you have a right to challenge this decision, you should know that the Wisconsin Statutes and administrative rules establish time periods within which requests to review department decisions must be filed. To request a contested case hearing pursuant to s. 227.42, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. Requests for contested case hearings must be made in accordance with ch. NR 2, Wis. Adm. Code. Filing a request for a contested case hearing does not extend the 30-day period for filing a petition for judicial review. For judicial review of a decision pursuant to ss. 227.52 and 227.53, Wis. Stats., you must file your petition with the appropriate circuit court and serve the petition on the department

within 30 days after the decision is mailed. A petition for judicial review must name the Department of Natural Resources as the respondent.


STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES

Project Plan Reviewer



Norman Hahn  
Public Water Engineering Section  
Bureau of Drinking Water and Groundwater

For the Secretary



Ken W. Scherer, P.E.  
Public Water Engineering Section  
Bureau of Drinking Water and Groundwater

cc: Jeff Hoffman – Water-Wastewater Utility Manager, City of Sturgeon Bay  
Renee Borkovetz, P.E. - Stantec Consulting Services, Inc., Sturgeon Bay

**State of Wisconsin**  
**DEPARTMENT OF NATURAL RESOURCES**  
101 S. Webster Street  
Box 7921  
Madison WI 53707-7921

Tony Evers, Governor  
Preston D. Cole, Secretary  
Telephone 608-266-2621  
Fax 608-267-3579  
TTY Access via relay - 711



February 24, 2023

DNR PROJECT NO. S-2023-0022

DNR REGION: NER

JEFF HOFFMAN, MANAGER  
STURGEON BAY UTILITIES  
230 EAST VINE STREET  
STURGEON BAY, WI 54235 0027

### **DNR PLAN APPROVAL for SEWERAGE SYSTEM IMPROVEMENT**

*Wastewater System Owner:* STURGEON BAY, CITY  
*Consultant:* STANTEC CONSULTING SERVICES, INC.  
*Engineer:* RENEE BORKOVETZ  
*Date Project Received:* January 10, 2023  
*Project Description:* PLANS for SEWER  
Extending sanitary gravity sewer north along N. 14th Ave. to serve the proposed commercial and residential development at 1361 N. 14th Ave.

The proposed sewerage system improvement included in the above referenced plan submittal is hereby approved in accordance with s. 281.41, Wis. Stats., subject to the following conditions:

1. That a preconstruction conference be held to familiarize the contractor(s) and inspector(s) with the plans, specifications, and conditions of approval.
2. That a competent resident inspector be provided during the course of construction.
3. That erosion control methods be used to prevent siltation to lands and waterways in the vicinity of the construction activity.
4. That all storm and other clear water, including that from sump pumps, roof drains, cistern overflows, and building foundation drains be excluded from these approved sewers (not applicable for combined sewers).
5. That the improvements be installed in accordance with the approved plans and specifications, and the above conditions, or subsequent essential and approved modifications.
6. A variance is granted to s. NR 811.74(2), Wis. Adm. Code for the minimum horizontal separation distance of 8 feet between the sewer and existing or future water mains.
7. A variance is granted to s. NR 811.74(3), Wis. Adm. Code for the minimum vertical separation distance of 18 inches where water mains cross under sewers

This approval is valid for four years from the date of approval. The Department reserves the right to order changes or additions should conditions arise making this necessary.

If you believe you have a right to appeal this decision, you may file a request for a contested case hearing pursuant to s. 227.42, Wis. Stats., or file for judicial review under s. 227.52 and 227.53, Statutes. You have 30 days after this approval is mailed to file your written request for hearing or file and serve your petition for judicial review. Your request for hearing or petition for judicial review must name the Secretary of the Department as respondent. This notice is provided pursuant to s. 227.48, Statutes.

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES  
For the Secretary

Jason R. Knutson, P.E.  
Wastewater Section Chief

Lauren Belz  
Wastewater Specialist

