



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, MAY 2, 2023
6:00 p.m.
COUNCIL CHAMBERS, CITY HALL – 421 MICHIGAN ST
DAVID J. WARD, MAYOR**

- 1. Call to order.**
- 2. Pledge of Allegiance.**
- 3. Roll call.**
- 4. Adoption of agenda.**
- 5. Public Comment on agenda items only.**
- 6. Presentation re: 2022 Audit.**
- 7. Consideration of the following bills: General Fund – \$149,510.30, Capital Fund - \$16,753.40, Cable TV - \$5,442.42, TID #4 - \$950.00, Solid Waste Enterprise Fund - \$4,535.78, and Compost Site Enterprise Fund - \$437.39 for a grand total of \$177,629.29. [roll call]**
- 8. CONSENT AGENDA**

*** All items listed with an asterisk (*) are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests before the Adoption of the Agenda, in which event the item will be removed from the Consent Agenda and considered immediately following the consent agenda.**

- * a. Approval of 4/18/23 regular Common Council minutes.**
- * b. Place the following minutes on file:**
 - (1) Aesthetic Design & Site Plan Review Board – 4/10/23**
 - (2) Finance/Purchasing & Building Committee – 4/11/23**
 - (3) Joint Review Board – 4/13/23**
 - (4) City Plan Commission – 4/19/23**
 - (5) Ad Hoc NERR Advisory Committee – 4/24/23**
- * c. Consideration of: Approval of beverage operator licenses.**
- * d. Consideration of: Approval of Temporary Class B Wine licenses.**
- * e. Consideration of: Approval of Temporary Class B Beer and Class B Wine Licenses.**
- * f. Consideration of: Approval of Street Closure Application for Destination Sturgeon Bay for Sturgeon Bay Farmers Market.**
- * g. Consideration of: Approval of Street Closure Application for Destination Sturgeon Bay for Fine Art Fair.**
- * h. Consideration of: Approval of Sidewalk Café Permit for Inn at Cedar Crossing.**

- * i. Consideration of: Approval of Sidewalk Café Permit for Kick Coffee.
 - * j. Consideration of: Approval of Sidewalk Café Permit for Starboard Brewing Company.
 - * k. Consideration of: Approval of Sidewalk Café Permit for Door County Candy, LLC.
9. Finance/Purchasing & Building Committee recommendation re: Accept the WIPFLI CPA's and Consultants 2022 financial audit report for the City of Sturgeon Bay and place it on file.
 10. Mayoral Appointments.
 11. City Plan Commission recommendation re: Approve the combined Preliminary/Final Planned Unit Development for E & I Investments, LLC, for the 11 acres of tax parcel #281-62-08000117, located on Colorado Street & N 6th Avenue, subject to conditions.
 12. First reading of ordinance re: Rezone Parcel 281-62-08000117, located on Colorado Street and N 6th Avenue, from Single-Family Residential (R-1) and Single-Family Residential (R-2) to Planned Unit Development (PUD) and shall be subject to the site plan and requirements.
 13. Finance/Purchasing & Building Committee recommendation re: Approve lease agreement as presented between the City of Sturgeon Bay and DoCo, LLC Inc. for the former launch ramp located south of the Michigan Street Bridge and north of 120 Madison Ave.
 14. City Administrator report.
 15. Mayor's report.
 16. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 4.28.23

Time: 12:00pm

By: Sm

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.

DATE: 04/
TIME: 16:
D: AP4

7.

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

7.

INVOICES DUE ON/BEFORE 05/02/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL FUND				
ASSETS				
R0001775	PASZA LLC	DPP OVERPAYMENT/PASZA LLC	01-000-000-12320	0.70
R0001776	KAREN CHRISTENSON	BRUSH COLLECT RFND/CHRISTENSON	01-000-000-48120	35.00
TOTAL ASSETS				35.70
TOTAL GENERAL FUND				35.70
CITY COUNCIL				
03133	CELLCOM WISCONSIN RSA 10	03/23 3 ALDER PHONES	01-105-000-58999	101.00
TOTAL				101.00
TOTAL CITY COUNCIL				101.00
LAW/LEGAL				
16555	PINKERT LAW FIRM, LLP	03/23 TRAFFIC MATTERS	01-110-000-55010	5,000.00
TOTAL				5,000.00
TOTAL LAW/LEGAL				5,000.00
COMPUTER				
HEARTBUS	HEARTLAND BUSINESS SYSTEMS,LLC	3 LENOVO TOWERS/ AP,PR DPW	01-125-000-55550	2,576.28
TOTAL				2,576.28
TOTAL COMPUTER				2,576.28
CITY ASSESSOR				
ENVIROTE	BOGIE ENTERPRISE, INC	4' OF 8" SUCTION HOSE	01-130-000-54999	230.32
ENVIROTE		SHIPPING	01-130-000-54999	64.75
TOTAL				295.07
TOTAL CITY ASSESSOR				295.07
PUBLIC WORKS ADMINISTRATION				
STAPLES	WISCONSIN DOCUMENT IMAGING LLC	DPW COPIER CONTRACT	01-150-000-56250	990.15
TOTAL				990.15
TOTAL PUBLIC WORKS ADMINISTRATION				990.15
CITY HALL				

ATE: 04/19/1923
IME: 16:09:18
D: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 05/02/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
19880	STURGEON BAY UTILITIES	421 MICHIGAN ST	01-160-000-56150	2,103.14
19880		421 MICHIGAN ST	01-160-000-58650	198.43
BLISS	LIFESTYLES BY BLISS, INC	04/23-6/23 PBLC RSTRM MAINT	01-160-000-58999	2,250.00
VIKING	VIKING ELECTRIC SUPPLY, INC	REFLECTOR LED	01-160-000-55300	111.72
TOTAL				4,663.29
TOTAL CITY HALL				4,663.29
INSURANCE				
MCCLONE	MCCLONE AGENCY, INC	22/23 WORK COMP AUDIT	01-165-000-58750	9,023.00
TOTAL				9,023.00
TOTAL INSURANCE				9,023.00
GENERAL EXPENDITURES				
QUADIEN	QUADIEN LEASING USA, INC	POSTAGE METER LEASE	01-199-000-57250	422.79
UWO	UNIVERSITY OF WISCONSIN	IMPACT ANALYSIS-FLEET FARM	01-199-000-51525	9,500.00
WIPFLI	WIPFLI LLP	FINAL 12.31.22 AUDIT BILLING	01-199-000-55150	2,850.00
TOTAL				12,772.79
TOTAL GENERAL EXPENDITURES				12,772.79
POLICE DEPARTMENT/PATROL				
02005	BAY ELECTRONICS, INC.	SPEAKER/MIC-HANDHELD PORTABLE	01-215-000-57550	204.00
04696	DOOR COUNTY TREASURER	03/23 FUEL	01-215-000-51650	3,911.06
19880	STURGEON BAY UTILITIES	SUNSET PRK BT LAUNCH	01-215-000-56150	14.34
19880		110 S NEENAH AVE CAMERA	01-215-000-56150	17.70
19880		SHORECREST RD CAMERA	01-215-000-56150	14.65
23640	WISCONSIN DEPT OF JUSTICE	3-TIME ACCESS	01-215-000-58999	180.00
23640		22-OFFICER SUPPORT	01-215-000-58999	280.50
NELSON	NELSON & ASSOCIATES LLC	UNIFORM PANT/JOSE	01-215-000-52900	192.00
NELSON		UNIFORM ITEMS/SHEW	01-215-000-52900	723.79
PREVEA	PREVEA HEALTH OCCUPYNL HEALTH	PRE EMPLOY SCREENINGS	01-215-000-57100	533.05
TOTAL				6,071.09
TOTAL POLICE DEPARTMENT/PATROL				6,071.09
FIRE DEPARTMENT				
FIRE DEPARTMENT				
04575	DOOR COUNTY HARDWARE	SMARTFLO MAXHOSE	01-250-000-54999	231.96
04575		POLY FILM/DUCT TAPE	01-250-000-54999	51.96
04575		CREDIT RETURN	01-250-000-54999	-13.80
04575		ANTI SLIP TAPE	01-250-000-54999	139.99
04575		COUPLER	01-250-000-54999	8.59
04575		REPLACEMENT WATER PAD	01-250-000-54999	15.99

DATE: 04/19/1923
TIME: 16:09:18
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 05/02/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
FIRE DEPARTMENT				
FIRE DEPARTMENT				
04600	DOOR COUNTY MEDICAL CENTER	RETURN TO WORK TESTING/WRITT	01-250-000-57100	608.00
04696	DOOR COUNTY TREASURER	FUEL	01-250-000-51650	107.41
17250	QUALITY STATE OIL CO., INC.	OIL	01-250-000-53000	485.24
19880	STURGEON BAY UTILITIES	MARTIN PARK RESTROOMS	01-250-000-56675	6.22
19880		421 MICHIGAN ST	01-250-000-56675	133.25
19880		TRUCK FILL	01-250-000-56675	41.66
19880		MEM FLD WRMING HOUSE	01-250-000-56675	49.73
19880		835 N 14TH AVE	01-250-000-56675	49.73
19880		GARLAND PARK	01-250-000-56675	6.22
19880		SUNSET CONS CNTR	01-250-000-56675	49.73
19880		FRANK GRASSE MEM SHELTER	01-250-000-56675	15.54
19880		OTUMBA PARK	01-250-000-56675	6.22
19880		WEST SIDE WARMING HOUSE	01-250-000-56675	6.22
19880		WEST SIDE FIRE STATION	01-250-000-56675	49.73
19880		WEST SIDE FIRE STATION	01-250-000-56150	110.03
19880		WEST SIDE FIRE STATION	01-250-000-58650	92.45
19880		S NEENAH AVE PAVILLION	01-250-000-56675	6.22
19880		NEENAH AVE RESTROOM	01-250-000-56675	31.08
19880		WS BALLFLD LITES	01-250-000-56675	31.08
19880		GIRLS LITTLE LEAGUE	01-250-000-56675	49.73
19880		FIRE TRAINING SITE	01-250-000-56150	21.61
19880		QUINCY ST BALLFLD	01-250-000-56675	49.73
19880		PENNSYLVANIA ST DOCK	01-250-000-56675	15.54
19880		92 E MAPLE STREET	01-250-000-56675	6.22
19880		1ST AVE MARINA/RESTROOM	01-250-000-56675	49.73
19880		KENTUCKY ST CITY PKG RAMP	01-250-000-56675	6.22
19880		KENTUCKY ST CITY MARINA	01-250-000-56675	49.73
19880		SIGN SHED	01-250-000-56675	6.22
19880		CHERRY BLOSSOM	01-250-000-56675	15.54
19880		56 VACANT LOTS-QTRLY BILL	01-250-000-56675	1,026.30
FIRE SRV	FIRE SERVICE, INC.	HANDLE D RING E707	01-250-000-53000	136.32
FIRE SRV		PADDLE GASKET	01-250-000-53000	7.90
FIRE SRV		FREIGHT	01-250-000-53000	16.75
FIRE SRV		LATCH/HANDLE	01-250-000-53000	84.07
MILTON	MILTON PROPANE	4- #20 REFILLS	01-250-000-52250	74.25
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	FUEL FILTER	01-250-000-53000	161.02
O'REILLY		PIN & CLIP	01-250-000-53000	31.47
O'REILLY		FUSE ASSRTMENT	01-250-000-53000	18.99
O'REILLY		SHIFT SOLEND	01-250-000-53000	82.12
PREVEA	PREVEA HEALTH OCCUPTNL HEALTH	PRE EMPLOY SCREE/B CURTIS	01-250-000-57100	150.35
PULSE	PENINSULA PULSE	2 ADS	01-250-000-56000	299.24
TOTAL FIRE DEPARTMENT				4,679.50
TOTAL FIRE DEPARTMENT				4,679.50
STORM SEWERS				
GATTENOR	GAT TENOR	SAW PARTS	01-300-000-56250	135.39
TOTAL				135.39
TOTAL STORM SEWERS				135.39

DATE: 04/19/1923
TIME: 16:09:18
D: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 05/02/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
SNOW REMOVAL				
SNOW REMOVAL				
13655	MONROE TRUCK EQUIPMENT, INC	SALTER CHUTE ASSEMBLY	01-410-000-51400	1,394.27
13655		SPINNER DISC	01-410-000-51400	364.60
13655		FREIGHT	01-410-000-51400	62.97
TOTAL SNOW REMOVAL				1,821.84
TOTAL SNOW REMOVAL				1,821.84
CURB/GUTTER/SIDEWALK				
GATTENOR	GAT TENOR	KNEE BOARD	01-440-000-54999	21.53
GATTENOR		MALE ADAPTOR	01-440-000-54999	23.30
GATTENOR		BLACK BRUSH	01-440-000-54999	82.12
GATTENOR		ORANGE BRUSH	01-440-000-54999	82.12
TOTAL				209.07
TOTAL CURB/GUTTER/SIDEWALK				209.07
STREET MACHINERY				
04545	DOOR COUNTY COOPERATIVE/NAPA	REMOTE CONTROL	01-450-000-52150	460.00
04545		5G PREMIXED	01-450-000-52150	117.54
04545		5G PREMIXED	01-450-000-52150	117.54
04545		SPRAYER	01-450-000-52150	29.99
04696	DOOR COUNTY TREASURER	03/23 FUEL 472.74 G	01-450-000-51650	1,473.91
04696		03/23 DSL FUEL 1298.85G	01-450-000-51650	4,778.47
06012	FASTENAL COMPANY	BEARING SLEEVES	01-450-000-53000	84.18
08225	HERLACHE SMALL ENGINE	AIR FILTER	01-450-000-53000	14.69
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	BATTERY	01-450-000-53000	45.35
TOTAL				7,121.67
TOTAL STREET MACHINERY				7,121.67
CITY GARAGE				
19880	STURGEON BAY UTILITIES	SALT SHED	01-460-000-56150	13.39
19880		835 N 14TH AVE	01-460-000-56150	824.09
19880		835 N 14TH AVE	01-460-000-58650	94.49
AMERWELD	AMERICAN WELDING & GAS, INC	TANK RENTAL	01-460-000-58999	161.51
TOTAL				1,093.48
TOTAL CITY GARAGE				1,093.48
HIGHWAYS - GENERAL				
19880	STURGEON BAY UTILITIES	808 S DULUTH AVE SIGN	01-499-000-58000	16.55
19880		EGG HARBOR RD TRAFFIC LITE	01-499-000-58000	27.36
19880		N 14TH & EGG HRBR TRFFC LITE	01-499-000-58000	32.18
19880		2 TRFFC WARNING LIGHTS	01-499-000-58000	8.25

DATE: 04/19/1923
TIME: 16:09:18
D: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 05/02/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
19880		MADISON AVE WS TRFFC LITES	01-499-000-58000	126.59
19880		342 ORNAMENTL ST LIGHTS	01-499-000-58000	4,991.80
19880		593 OVERHEAD ST LIGHTS	01-499-000-58000	6,553.76
19880		S LANSING & W WALNUT SIGN	01-499-000-58000	9.06
19880		1ST AVE EAST SIDE DOCK	01-499-000-58000	30.65
19880		OLD HWY RD SIGN	01-499-000-58000	17.07
TOTAL				11,813.27
TOTAL HIGHWAYS - GENERAL				11,813.27
PARK & RECREATION ADMIN				
JAKEJUMP	JAKE'S JUMPERS, T-ROX LLC	2 INFLATABLES/ROCK CLIMB WALL	01-500-000-52250	1,850.00
MCMULLEN	MIKAELA MCMULLEN	BALLOON ARTIST	01-500-000-52250	215.00
TOTAL				2,065.00
TOTAL PARK & RECREATION ADMIN				2,065.00
PARKS AND PLAYGROUNDS				
04696	DOOR COUNTY TREASURER	03/23 FUEL 132.85G	01-510-000-51650	414.23
04696		03/23 DSL FUEL 22.38 G	01-510-000-51650	82.34
06012	FASTENAL COMPANY	HARDWARE	01-510-000-54999	205.38
13049	MAY'S SPORT CENTER	ASSORTED PARTS	01-510-000-51900	106.29
13049		OIL FILTER	01-510-000-51900	17.94
13049		MOWER SWITCH/MAINTENANCE	01-510-000-51900	120.24
19275	SHERWIN WILLIAMS	1 GAL PAINT	01-510-000-52100	71.98
19880	STURGEON BAY UTILITIES	MICHIGAN ST CHARGING STATION	01-510-000-56150	72.88
19880		MARTIN PARK	01-510-000-56150	13.81
19880		MARTIN PARK RESTROOMS	01-510-000-58650	8.33
19880		MEM FLD WRMING HOUSE	01-510-000-56150	55.27
19880		MEM FLD WRMING HOUSE	01-510-000-58650	52.16
19880		GARLAND PARK	01-510-000-56150	13.39
19880		GARLAND PARK	01-510-000-58650	8.33
19880		SUNSET CONS CNTR	01-510-000-56150	179.06
19880		SUNSET CONS CNTR	01-510-000-58650	51.40
19880		FRANK GRASSE MEM SHELTER	01-510-000-56150	14.97
19880		FRANK GRASSE MEM SHELTER	01-510-000-58650	11.73
19880		OTUMBA PARK	01-510-000-56150	15.81
19880		OTUMBA PARK	01-510-000-58650	8.33
19880		WEST SIDE WARMING HOUSE	01-510-000-56150	114.45
19880		WEST SIDE WARMING HOUSE	01-510-000-58650	18.52
19880		MADISON AVE CHARGING STATION	01-510-000-56150	62.31
19880		JAYCEES BALLFLD STAND	01-510-000-51650	13.39
19880		3RD AVE POWER PANEL	01-510-000-56150	13.39
19880		421 MICHIGAN FLAG LIGHT	01-510-000-56150	29.96
19880		MEM FLD PKG LOT	01-510-000-56150	13.39
19880		WS BALLFLD LITES	01-510-000-56150	18.00
19880		MEM FLD COMPLEX	01-510-000-56150	187.37
19880		GIRLS LITTLE LEAGUE	01-510-000-58650	51.40
19880		OTUMBA PK WLKWAY	01-510-000-56150	16.86
19880		QUINCY ST BALLFLD	01-510-000-58650	27.00

DATE: 04/19/1923
TIME: 16:09:18
D: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 05/02/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
19880		1ST AVE CHARGING STATION	01-510-000-56150	27.65
19880		SIGN SHED	01-510-000-56150	82.36
19880		SIGN SHED	01-510-000-58650	18.52
19880		CHERRY BLOSSOM	01-510-000-56150	13.39
19880		CHERRY BLOSSOM	01-510-000-58650	25.04
LALUZERN	STEVE LALUZERNE	SAFETY BOOT REIMBURSE/LALUZERN	01-510-000-56800	62.50
PREVEA	PREVEA HEALTH OCCUPTNL HEALTH	PRE EMPLOY SCREEN/DEKEYSER	01-510-000-57100	113.60
TOTAL				2,432.97
TOTAL PARKS AND PLAYGROUNDS				2,432.97
MUNICIPAL DOCKS				
19880	STURGEON BAY UTILITIES	S NEENAH PKG LOT LITES	01-550-000-56150	124.62
19880		S NEENAH AVE PAVILLION	01-550-000-56150	20.42
19880		S NEENAH AVE PAVILLION	01-550-000-58650	8.33
19880		NEENAH AVE RESTROOM	01-550-000-56150	118.79
19880		NEENAH AVE RESTROOM	01-550-000-58650	18.00
TOTAL				290.16
TOTAL MUNICIPAL DOCKS				290.16
WATERFRONT PARKS & WALKWAYS				
06012	FASTENAL COMPANY	DRILL SET	01-570-000-54999	172.24
19880	STURGEON BAY UTILITIES	92 E MAPLE STREET DOCK/LTS	01-570-000-56150	16.58
19880		MADISON AVE DC MUSEUM WALKWAY	01-570-000-56150	46.73
19880		MADISON AV DC MUSEUM PKG LOT	01-570-000-56150	86.49
19880		JUNIPER ST WALKWAY LITES	01-570-000-56150	30.18
19880		JUNIPER ST PKING LOT	01-570-000-56150	24.70
19880		PENNSYLVANIA ST DOCK	01-570-000-58650	11.73
19880		KENTUCKY ST WTRFRNT	01-570-000-56150	70.21
19880		92 E MAPLE STREET	01-570-000-58650	8.33
19880		1ST AVE MARINA/RESTROOM	01-570-000-56150	466.06
19880		1ST AVE MARINA/RESTROOM	01-570-000-58650	51.40
19880		KENTUCKY ST CITY PKG RAMP	01-570-000-56150	81.23
19880		KENTUCKY ST CITY MARINA	01-570-000-58650	27.00
TOTAL				1,092.88
TOTAL WATERFRONT PARKS & WALKWAYS				1,092.88
EMPLOYEE BENEFITS				
EHEALTH	EHEALTHSCREENINGS, LLC	HRH ONSITE VENPUNCTURES	01-600-000-50550	3,809.06
TOTAL				3,809.06
TOTAL EMPLOYEE BENEFITS				3,809.06
TOTAL GENERAL FUND				78,092.66

DATE: 04/19/1923
TIME: 16:09:18
D: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 05/02/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAPITAL FUND				
PATROL				
PATROL				
25500	DOOR COUNTY YMCA	POOL RENTAL-DIVING TRAINING	10-215-000-59999	800.00
NELSON	NELSON & ASSOCIATES LLC	BALLISTIC VESTS/PD	10-215-000-59050	15,953.40
TOTAL PATROL				16,753.40
TOTAL PATROL				16,753.40
TOTAL CAPITAL FUND				16,753.40
CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
MANN	MANN COMMUNICATIONS, LLC	05.02.23 CONTRACT	21-000-000-55015	5,442.42
TOTAL CABLE TV / GENERAL				5,442.42
TOTAL CABLE TV / GENERAL				5,442.42
TOTAL CABLE TV				5,442.42
TID #4 DISTRICT				
TID #4 DISTRICT				
T4 \$3.12 NOTES				
01761	ASSOCIATED TRUST COMPANY	TAXABLE GO REFND BOND 3.31.23	28-340-987-70002	475.00
TOTAL T4 \$3.12 NOTES				475.00
T4 BONDS				
01761	ASSOCIATED TRUST COMPANY	GO REFND BOND 3.21.20	28-340-988-70000	475.00
TOTAL T4 BONDS				475.00
TOTAL TID #4 DISTRICT				950.00
TOTAL TID #4 DISTRICT				950.00
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
04696	DOOR COUNTY TREASURER	03/23 DSL FUEL 746.60G	60-000-000-51650	2,746.74
FLEETPRI	FLEETPRIDE	BRAKE DRUMS	60-000-000-53000	786.36
FLEETPRI		BRAKE SHOE KITS	60-000-000-53000	551.96
ONESOURC	ONESOURCE PARTS	COIL	60-000-000-53000	181.50
ONESOURC		VALVE	60-000-000-53000	248.47
ONESOURC		FREIGHT	60-000-000-53000	20.75
TOTAL SOLID WASTE ENTERPRISE FUND				4,535.78
TOTAL SOLID WASTE ENTERPRISE FUND				4,535.78
TOTAL SOLID WASTE ENTERPRISE				4,535.78

DATE: 04/19/1923
TIME: 16:09:18
D: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 05/02/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
19880	STURGEON BAY UTILITIES	MARTIN PARK RESTROOMS	64-000-000-58999	2.00
19880		421 MICHIGAN ST	64-000-000-58999	10.00
19880		MEM FLD WRMING HOUSE	64-000-000-58999	6.00
19880		835 N 14TH AVE	64-000-000-58999	6.00
19880		GARLAND PARK	64-000-000-58999	2.00
19880		SUNSET CONS CNTR	64-000-000-58999	6.00
19880		FRANK GRASSE MEM SHELTER	64-000-000-58999	2.00
19880		OTUMBA PARK	64-000-000-58999	2.00
19880		WEST SIDE WARMING HOUSE	64-000-000-58999	2.00
19880		WEST SIDE FIRE STATION	64-000-000-58999	6.00
19880		S NEENAH AVE PAVILLION	64-000-000-58999	2.00
19880		NEENAH AVE RESTROOM	64-000-000-58999	4.00
19880		WS BALLFLD LITES	64-000-000-58999	4.00
19880		GIRLS LITTLE LEAGUE	64-000-000-58999	6.00
19880		COMPOST SITE	64-000-000-56150	13.39
19880		QUINCY ST BALLFLD	64-000-000-58999	6.00
19880		PENNSYLVANIA ST DOCK	64-000-000-58999	2.00
19880		92 E MAPLE STREET	64-000-000-58999	2.00
19880		1ST AVE MARINA/RESTROOM	64-000-000-58999	6.00
19880		KENTUCKY ST CITY PKG RAMP	64-000-000-58999	2.00
19880		KENTUCKY ST CITY MARINA	64-000-000-58999	6.00
19880		SIGN SHED	64-000-000-58999	2.00
19880		CHERRY BLOSSOM	64-000-000-58999	2.00
19880		56 VACANT LOTS-QTRLY BILL	64-000-000-58999	336.00
TOTAL COMPOST SITE ENTERPRISE FUND				437.39
TOTAL COMPOST SITE ENTERPRISE FUND				437.39
TOTAL COMPOST SITE ENTERPRISE FUND				437.39
TOTAL ALL FUNDS				106,211.65

MANUAL CHECKS

SPECTRUM 04/12/23 Check # 91752 03/23 Cable Statement Charges 01-160-000-58999 & 21-00-000-58999	\$181.98
SECURIAN FINANCIAL GROUP 04/12/23 Check # 91753 05/23 Life Insurance 01-600-000-50552	\$ 2,700.48
EMPLOYEE BENEFITS CORP. 04/12/23 Check # 91754 FSA/COBRA/HRA/FSA 01-600-000-50510	\$180.50
SUN LIFE 04/12/23 Check # 91755 04/23 Short- & Long-Term Disability 01-1000-000-21545	\$2,156.51
DELTA DENTAL 04/12/23 Check # 91756 04/23 Dental Insurance Various Departmental Accounts	\$6,079.88
CUSTOM FAB & BODY 04/14/2023 Check # 91757 Brush Truck Chassis 10-250-000-59060	\$57,768.00
SPECTRUM 04/17/23 Check # 91758 03/23 Cable Statement Charges 01-160-000-58999	\$147.00
EMPLOYEE BENEFITS CORP. 04/17/23 Check # 91759 04/23 FSA/COBRA/PEB 01-600-000-50510	\$180.50

SUN LIFE	\$2,022.79
04/17/23	
Check # 91760	
05/23 Short- & Long-Term Disability	
01-1000-000-21545	

TOTAL MANUAL CHECKS	\$71,417.64
----------------------------	--------------------

INVOICES DUE ON/BEFORE 05/02/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
----------	------	------------------	-----------	------------

SUMMARY OF FUNDS:

GENERAL FUND	78,092.66 149,510.30
CAPITAL FUND	16,753.40
CABLE TV	5,442.42
TID #4 DISTRICT	950.00
SOLID WASTE ENTERPRISE	4,535.78
COMPOST SITE ENTERPRISE FUND	437.39
TOTAL --- ALL FUNDS	106,211.65 177,629.29

Debra Bacon April 25, 2023
Seth Whitman 4/25/23
John Ash 4/25/23

COMMON COUNCIL

April 18, 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.

Mayor Ward called the Organizational Meeting of the Common Council to order. 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: Will Gregory and Eric Moe.

Beth Renstrom and Nicole Mattson presented a granary update to the Council.

Bacon/Wiederanders to approve following bills: General Fund – \$212,062.23, Capital Fund - \$158,392.15, Cable TV - \$9,956.00, TID #6 - \$5,484.78, TID #4 - \$315.00, TID #5 - \$71,640.00 and Solid Waste Enterprise Fund - \$15,851.54 for a grand total of \$473,701.70. Roll call: All voted aye. Carried.

Gustafson/Wiederanders to approve consent agenda:

- a. Approval of 4/4/23 regular Common Council minutes.
- b. Place the following minutes on file:
 - (1) Finance/Purchasing & Building Committee – 3/28/23
 - (2) Board of Canvassers – 4/11/23
- c. Place the following reports on file:
 - (1) Fire Department Report – February 2023
 - (2) Police Department Report – March 2023
 - (3) Inspection Department Report – January 2023
 - (4) Inspection Department Report – February 2023
 - (5) Inspection Department Report – March 2023
 - (6) Bank Reconciliation – March 2023
 - (7) Revenue & Expense Report – March 2023
- e. Consideration of: Beverage Operators licenses.
- d. Consideration of: Approval of Six Month Class B Beer licenses.
- f. Consideration of: Approval of Temporary Class B Beer licenses.
- g. Consideration of: Approval of Temporary Class B Beer and Class B Wine licenses
- h. Consideration of: Approval of Sidewalk Café Permit for Door County Fire Company.

Carried with Nault abstaining.

Reeths/Nault to approve the following mayoral appointment:

FINANCE/PURCHASING & BUILDING COMMITTEE

Helen Bacon, Chr.

Seth Wiederanders, Vice-Chr.

Dan Williams

Carried.

Bacon/Wiederanders to approve the following mayoral appointment:

PERSONNEL COMMITTEE

Dan Williams, Chr.

J. Spencer Gustafson, Vice-Chr.

Dennis Staz

Carried.

Williams/Nault to approve the following mayoral appointment:

PARKING & TRAFFIC COMMITTEE

Kirsten Reeths, Chr.

Dennis Staz, Vice-Chr.

Seth Wiederanders

Carried.

Gustafson/Bacon to approve the following mayoral appointment:

COMMUNITY PROTECTION & SERVICES COMMITTEE

Dan Williams, Chr.

Kirsten Reeths, Vice-Chr.

Seth Wiederanders

Carried.

Statz/Williams to approve the following mayoral appointment:

PARKS & RECREATION COMMITTEE

Helen Bacon, Chr.

Gary Nault – Vice-Chr.

Kirsten Reeths

Carried.

Nault/Wiederanders to approve the following mayoral appointment:

CITY PLAN COMMISSION

David Ward, Mayor

J. Spencer Gustafson, Council Rep.

Helen Bacon, Chr. Parks & Rec

Dennis Staz

Carried.

Statz/Reeths to approve the following mayoral appointment:

LOCAL ARTS BOARD

Helen Bacon, Chr.

Carried.

Gustafson/Williams to approve the following mayoral appointment:

BOARD OF PUBLIC WORKS

David Ward

Helen Bacon

Dennis Staz

Dan Williams

J. Spencer Gustafson

Gary Nault

Seth Wiederanders

Kirsten Reeths

Carried.

Wiederanders/Williams to approve the following mayoral appointment:

LIBRARY BOARD

Helen Bacon, Council Rep.

J. Spencer Gustafson, Council Rep.

Carried.

Bacon/Reeths to approve the following mayoral appointment:

INDUSTRIAL PARK DEVELOPMENT REVIEW TEAM

Gary Nault, Council Rep

Carried.

Williams/Nault to approve the following mayoral appointment:

STURGEON BAY VISITOR CENTER

Seth Wiederanders, Council Rep

Carried.

Bacon/Reeths to approve the following mayoral appointment:

STURGEON BAY UTILITY COMMISSION

David Ward, Mayor

Dan Williams, Council Rep

Gary Nault, Council Rep

Seth Wiederanders, Council Rep

Carried.

Gustafson/Nault to approve the following mayoral appointment:

WATERFRONT REDEVELOPMENT AUTHORITY

Dan Williams

Dennis Statz

Carried.

Statz/Williams to approve the following mayoral appointment:

HARBOR COMMISSION

Gary Nault, Council Rep

Carried.

Williams/Nault to approve the following mayoral appointment:

WEED COMMISSIONER

Mike Barker

Carried.

Wiederanders/Gustafson to approve the following mayoral appointment:

BOARD OF PARKS & RECREATION

Helen Bacon, Chr.
Gary Nault, Vice-Chr.
Kirsten Reeths

Carried.

Nault/Gustafson to approve the following mayoral appointment:

DOOR COUNTY ECONOMIC DEVELOPMENT CORPORATION

David Ward, Council Rep
Josh VanLieshout, Ex Officio

Carried.

Reeths/Gustafson to approve the following mayoral appointment:

CABLE COMMUNICATION SYSTEM ADVISORY COUNCIL

Dan Williams, Chr of CPS

Carried.

Gustafson/Nault to nominate Dan Williams as Council President. Carried.

Statz/Reeths to adopt Council Rules as presented and maintain the Council meeting days and time as the first and third Tuesday of each month at 6:00 p.m. Carried.

Williams/Reeths to adopt the Resolution designating Public Depositories. Carried.

Bacon/Gustafson to adopt the Resolution designating the Official Newspaper. Carried.

Gustafson/Wiederanders to read in title only and adopt the second reading of the ordinance repealing and recreating Section 20.27(2) of the Municipal Code. Carried.

The City Administrator gave his report.

Mayor Ward gave his report.

Nault/Wiederanders to adjourn. Carried. The meeting adjourned at 6:40 p.m.

Respectfully submitted,

Stephanie L. Reinhardt
City Clerk/HR Director

AESTHETIC DESIGN AND SITE PLAN REVIEW BOARD
Monday, April 10, 2023

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

Roll Call: Members Rick Wiesner, Nancy Schopf, Thad Birmingham, Mark Struck, Pam Jorns, Matt Fox and Dave Augustson were present. Staff present were Community Development Director Marty Olejniczak, Planner/Zoning Administrator Stephanie Servia and Community Development Administrative Assistant Cindy Sommer.

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

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from February 27, 2023.
4. Consideration of: Building design and site plan review for The Muse development located at 330 Jefferson Street, parcel #281-10-85380604B.
5. List of Certificates of Appropriateness approved by Chair.
6. Adjourn.

All ayes. Motion carried.

Approval of minutes from February 27, 2023: Moved by Ms. Schopf, seconded by Ms. Jorns to approve the minutes. All ayes. Motion carried.

Consideration of: Building design and site plan review for The Muse development located at 330 Jefferson Street, parcel #281-10-85380604B: Ms. Servia stated that the Muse is a two-story development with a music school/event venue on the first floor and 11 efficiency apartments on the second floor. It is located in the Central Business District on the corner of Jefferson Street and N 3rd Avenue. Staff feels this is a good design plan and recommends approval, although some aspects appear a little plain.

Rick Toyne of 4150 Dunn Road, the project's architect, explained the entire project as shown in the agenda packet. The building will be 2-stories, 66' x 100' and set back 30 feet off of 3rd Avenue. There will be a one-story public restroom area with a dining/event patio off of 3rd Avenue. The sidewalk will be replaced and improved. The main entrance will be on Jefferson Street, however they are requesting that the directional sign that is currently located in front of the proposed main entrance be relocated. There are 26 proposed parking spaces, 16 to be used for tenants and the other 10 for Muse staff or event parking. The small bump-out along the back property line will be screened and used for garbage, recycling, a bike rack and the electric transformer box.

Shirley Weese Young of 30 N. 7th Avenue is the owner and presented the landscape plan, which includes retaining the existing pine trees on the north side, the street tree on the west side and the honey locust on the south side. They will be adding evergreens, lindens and other attractive, robust local varieties to create seasonal interest. Gray, double-wall fiberglass planters will be filled with ivy to cover the exposed side of the bathroom wall. She explained that their landscape plan goes above and beyond the city's requirements. They are also using permeable pavers in earth tones for the parking lot and patio, which will eliminate the need for any storm water plan. The heating and cooling units will be located in the mechanical room and not on the rooftop. They are planning solar panels for energy efficiency. Lighting will be low level LED wall packs above each doorway. The only signage will be on the transom above the main entrance, although they may add something similar for the public restrooms. Ms. Weese Young feels there is already sufficient light for the parking lots from area street lights, although they may add a light near the bike rack if it seems necessary.

Mr. Toyne went on to explain that the Jefferson Street facade will be Belden Rosewood Clear Antique Colonial Molded Face Brick with three rows of soldier course and decorative cornice at the top. The 3rd Avenue façade, with the exception of the public restroom area, will also be matching brick and cornice. The

remaining façade will be matching metal, stucco-like panels that are more cost effective and energy efficient. Windows and doors will have gun-metal gray frames. The Jefferson Street side windows are attractive 3-panel with brick arches on the second story. The apartments on the back side will have 10' x 4' balconies with patio doors and metal railings. There are two access doors to the apartments on the back parking lot side and there will also be one elevator.

The members discussed lighting, snow removal, the effect of the location of the American Transmission Company poles and shade over the patio area.

Motion made by Ms. Jorns to approve the project as presented. Motion seconded by Mr. Birmingham.

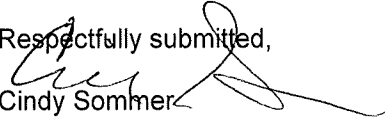
Mr. Augustson commented that the 3rd Avenue façade of the building doesn't match the Jefferson Street façade and suggested that the 3-panel windows be extended around the corner and/or that the soldier course be continued around to the 3rd Avenue side of the building. After discussion with the architect, Mr. Augustson amended the motion to include three rows of the soldier course be included on the 3rd Avenue brick portion of the façade. Motion seconded by Ms. Schopf.

A vote was taken on the amendment to the motion. All ayes, motion carried.

A vote was then taken on the original motion as amended. All ayes, motion carried.

List of Certificates of Appropriateness approved by Chair. No comments were made.

Adjourn: Moved by Ms. Jorns, seconded by Mr. Augustson to adjourn. All ayes. Motion carried. The meeting adjourned at 7:07 p.m.

Respectfully submitted,

Cindy Sommer
Community Development
Administrative Assistant

FINANCE/PURCHASING & BUILDING COMMITTEE
April 11, 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, Williams and Wiederanders were present. Also present: City Treasurer/Finance Director Clarizio and Office Accounting Assistant II Metzer.

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

1. Roll call.
2. Adoption of agenda.
3. Public comment on agenda items and other issues related to finance & purchasing.
4. Review bills.
5. Adjourn.

Carried.

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

Review bills

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

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to adjourn. Carried. The meeting 4:06pm.

Respectfully submitted,



Tricia Metzer

JOINT REVIEW BOARD

Thursday, April 13, 2023

A meeting of the Joint Review Board was called to order at 1:00 p.m. by Chairperson Van Lieshout in Council Chambers, City Hall, 421 Michigan Street.

Roll call: Members present were City Representative Josh Van Lieshout, Sturgeon Bay Schools Representative Mike Stephani, NWTC representative Chet Lamers by zoom, Door County Representative Steve Wipperfurth and Public Member Bill Chaudoir. 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.

Agenda

1. Call to Order.
2. Roll Call.
3. Approval of the Minutes from the March 9, 2023, JRB Meeting.
4. Review and discussion of the proposed Project Plan and Boundary for Tax Incremental District No. 8.
5. Approval of the Joint Review Board Resolution creating TID No. 8.
6. Adjourn.

Approval of Minutes: Moved by Mr. Stephani, seconded by Mr. Chaudoir to approve the minutes of March 9, 2023. All ayes, motion carried.

Review and discussion of the proposed Project Plan and Boundary for Tax Incremental District No. 8: Mr. Olejniczak briefly reviewed the project plan as shown in the agenda packet and explained that both the Plan Commission and Common Council have adopted resolutions to approve the project plan which includes three lots in the area of Jefferson Street and N. Third Avenue with the proposed Muse development as the principal project. The Muse has a development agreement with the city and received approval from the Aesthetic Design and Site Plan Review Board on Monday, which was its final necessary approval.

Mr. Chaudoir commented that the Jefferson Street and 3rd Avenue intersection gets very congested, especially at the shift change for Fincantieri, and suggested that a left turn lane be put in place on 3rd Avenue turning onto Jefferson Street.

Approval of the Joint Review Board Resolution creating TID No. 8: Moved by Mr. Chaudoir, seconded by Mr. Wipperfurth to approve the Joint Review Board Resolution creating Tax Incremental District No. 8 as presented. All ayes, motion carried.

Adjourn: Moved by Mr. Stephani, seconded by Mr. Wipperfurth to adjourn. All ayes, motion carried. The meeting adjourned at 1:09 p.m.

Respectfully submitted,


Cindy Sommer
Administrative Assistant
Community Development

CITY PLAN COMMISSION MINUTES
April 19, 2023

A meeting of the City Plan Commission was called to order at 6:00 p.m. on Wednesday, April 19, 2023, by Vice Chairman Dennis Statz in Council Chambers, City Hall, 421 Michigan Street, Sturgeon Bay.

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

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

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from March 15, 2023.
4. Public comment on non-agenda Plan Commission related items.
5. Consideration of: Combined Preliminary/Final Planned Unit Development rezoning application by E&I Property Investments LLC for a residential development located on Colorado Street & N 6th Avenue – parcel #281-62-08000117.
 - a. Presentation
 - b. Public Hearing
 - c. Consideration/Recommendation *(Note: The Plan Commission will not make a recommendation at this meeting, unless a motion is made and unanimously passed by the members present to act on the request at this meeting.)*
6. Consideration of: Preliminary Revised FEMA Flood Insurance Rate Maps
7. Adjourn.

All ayes. Motion carried.

Approval of minutes from March 15, 2023 (#3): Motion by Mr. Gustafson and seconded by Ms. Stephens to approve the minutes from March 15, 2023. All ayes. Motion carried.

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

Consideration of: Combined Preliminary/Final Planned Unit Development rezoning application by E&I Property Investments LLC for a residential development located on Colorado Street & N 6th Avenue – parcel #281-62-08000117 (#5):

Presentation (a): Architect and applicant Mark Isaksen explained that the proposed project is very similar to the conceptual presentation last fall. The plan calls for 19 duplexes and one single-family dwelling, a large storage building, clubhouse and two pickleball courts. The dwellings are all 1600-1900 square feet, with the possibility of making some one and two bedroom rather than two and three bedroom. They eliminated the community garden from the previous plan to allow for a detention pond. The main driveway no longer lines up with N 6th Place due to the addition of the single-family dwelling. A second driveway is planned for the storage building to allow for wider turns from the street. At this time there is no other driveway access, however if 6th Avenue is extended, then a second driveway may added there.

Brad Trembl of Robert E. Lee and Associates explained that they are putting in a wet detention pond that will have controlled drainage onto the corner of 6th Avenue and Belmar Street. City Engineer Chad Shefchik further explained that this is a neighborhood friendly design that will significantly reduce the current flow of water by about 60%.

Mr. Olejniczak responded to questions about installation of sidewalks and explained that there are no existing sidewalks that lead up to this area and many of the property owners do not want the costs associated with installing sidewalks. Mr. Gustafson further explained that many trees would need to be removed and several of the homes are very close to the street so sidewalk installation would be problematic.

The members discussed aligning the driveway with N 6th Place and different ways to do so without negatively impacting the development or the traffic flow. They also discussed the separate driveway for the storage building versus having the storage building driveway connect to the entrance road.

Public Hearing (b): Mr. Statz opened the public hearing at 6:32 p.m.

Mark Bosman of 540 Belmar Street explained that, in general, he believes the proposed development is a good idea, although he has concerns about drainage onto his abutting property. He would like to see more trees or other ways to increase the privacy between his property and the development. He does not want to be assessed any costs associated with water or storm sewer associated with the development. He also has concerns about the units being used for short-term rentals.

Connie Bordeau of 928 N. 6th Avenue expressed a variety of concerns, including low water pressure at her home, stormwater runoff, increased vehicle traffic, opposition to sidewalks, and reduced wildlife habitat. She stated this development is too big and too much for the quiet area she grew up in.

Susan Exworthy of 1005 N. 6th Avenue asked about the square footage of the units and if the creation of one and two bedroom units would change the design. She asked if the development would be constructed all at one time or as the units were sold. She questioned if there would be light pollution in the area and whether this development would change surrounding property values. She also questioned the potential noise levels coming from the pickleball courts and whether there are city noise ordinances or if play time would be limited to certain hours.

Joe Schroedl of 1007 N. 7th Place explained he is pleasantly surprised by this development, although he wishes there were fewer units. He has concerns about drainage and feels that the separate driveway for the storage building is unnecessary and should be combined with the main driveway.

Alfred Kanzler of 840 N. 5th Avenue questioned if there would be rear egress for emergency services. He asked if the main flow of traffic would be to 8th Avenue, Delaware Street or 4th Avenue.

Miriam Mc Carthy of 624 Colorado Street questioned who is going to live in the development and how many units are being proposed. She also asked if this would be a gated community and how affordable the units would be.

Joe Stauber of 1015 N. 6th Avenue expressed concern about increased traffic, especially with the other newer apartment buildings being built in the general area. He also has concerns about the sewer capabilities.

A letter from Mark and Sue Bosman of 540 Belmar Street with a variety of questions was read into the record. A second letter from Chesla Seely-Anschutz expressing the need for sidewalks was read into the record. The public hearing was closed at 7:05 p.m.

Consideration (c): Mr. Isaksen was invited to respond to the questions that arose during the public hearing. He explained that short term rentals will not be permitted under their condominium agreement. The development is for a 55 and older community under the 1995 Fair Housing Act for elder communities, which states that 80% of the residents must be 55 or older, and the units will likely sell for over \$500,000. They would like to have at least two, possibly more, buildings sold before starting construction. Lighting will be residential, with the possible exception of lights by the pickleball courts. The storage building and clubhouse building design will have to go to the Aesthetic Design and Site Plan Review Board so landscape and lighting for those areas will be reviewed at that time. The plan has been reviewed by the fire department and there are no concerns. There will be a 3-4 foot berm with trees on the west side of the development, which will create privacy for the residents and surrounding property owners. The development will be gated but the residents will determine if the gates will be open or closed at certain times.

Mr. Holey suggested sugar maple trees rather than silver maple and the possibility of adding attractive plantings for butterflies.

The members discussed water pressure and Mr. Olejniczak explained there are both high and low pressure zones in the area and Sturgeon Bay Utilities reviewed the plans and indicated that the capacity is sufficient and wouldn't affect anyone in the low pressure zone. Ms. Bordeaux was advised to contact Sturgeon Bay Utilities to address her water pressure concerns.

Ms. Bacon indicated that they have not had complaints about the noise levels from the pickleball courts in Sunset Park. The general thought from the members is that the residents of the development are most likely to have noise concerns, which could be addressed through the condo association.

Mr. Isaksen further explained that they are well under the maximum density for the acreage. Mr. Shefchik believes that many of the residents will likely spend winter in other areas and/or are retired, so traffic won't be impacted much by this development, and traffic flow will likely be going in different directions.

Motion was made by Ms. Stephens to act on this matter at this time. Motion seconded by Mr. Norland. Vote was all ayes. Unanimous motion carried.

Mr. Holey motioned to recommend approval of the PUD as presented with the following conditions:

1. Underlying zoning classification shall be R-2.
2. The clubhouse building and the garages are permitted under the PUD subject to approval by the Aesthetic Design and Site Plan Review Board.
3. The opportunity for a street connection to the future extension of N. 6th Ave shall be maintained as a secondary exit. There shall be no trees, buildings, significant slopes or other obstructions between the 6th Avenue right-of-way and the end of the private driveway in the northwest portion of the site.
4. The entrance road shall be shifted westerly to line up with N 6th Place.
5. The trees shown along Colorado Street and the built portion of N. 6th Ave shall be shifted into the right-of-way in order to satisfy the street tree requirement of the municipal code, unless alternative locations for the trees are approved by the City Forester.
6. Two of the trees shown by the clubhouse parking area shall be switched to canopy type trees.
7. Final approval of the stormwater management plan by the City Engineer and final approval of the utilities by Sturgeon Bay Utilities.
8. Any exterior lighting shall be designed with full cutoff fixtures to reflect light away from adjacent parcels and public streets, and away from the night sky.

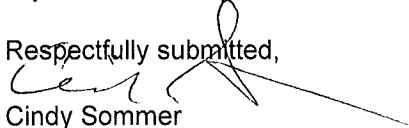
Mr. Gustafson seconded motion. All ayes, motion carried.

Consideration of: Preliminary Revised FEMA Flood Insurance Rate Maps (#6): Ms. Servia explained that the Federal Emergency Management Agency updates the flood study and maps periodically. The new study and maps have been issued and the City received notice that they have 90 days from March 24, 2023, to appeal any of the changes. However, in order to appeal, a scientific study showing proof must be obtained. The new maps show the base flood elevation increasing by one or two feet for portions of the outer bay, while other waterfront areas remained the same. The base flood elevation decreased by one or two feet for portions of the inner bay south of Michigan Street. Property owners were not directly notified of the impending changes, however notification was completed by two publications in the Peninsula Pulse. Staff does not recommend appealing any of the maps.

The members discussed the process used for the map changes and that the changes would affect new development. It was also noted that the new maps are based upon one foot elevation contours rather than two foot contours used for the old maps. No formal action was taken on the matter.

Adjourn (#7): Mr. Norland motioned to adjourn, seconded by Mr. Holey. All ayes, motion carried. The meeting adjourned at 7:50 p.m.

Respectfully submitted,


Cindy Sommer
Community Development
Administrative Assistant

8b5.

8b5.

Ad Hoc NERR Advisory Committee
April 24, 2023

A meeting of the Ad Hoc NERR Advisory Committee was not held due to lack of quorum.

Respectfully submitted,



Laurie Spittlemeister,
Deputy Clerk/Treasurer

BEVERAGE OPERATOR LICENSES

1. Ebel, Luke G.
2. Moore, John E.
3. Peterson, Sharon A.
4. Pfannenstiel, Michelle J.
5. Poh, George W.
6. Poh, Jeff G.
7. Watermolen, Pamela A.



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

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

Visit our website at: www.sturgeonbaywi.org

April 19, 2023

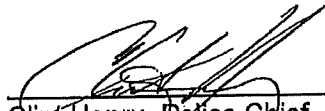
Stephanie Reinhardt
City Clerk
421 Michigan Street
Sturgeon Bay, WI 54235


Ms. Reinhardt:

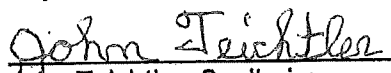
We, the undersigned, have received a request for certification of compliance for a Temporary Class B Wine license as a Wine Walk per state statutes:

Sturgeon Bay Visitor & Convention Bureau Inc
Agent: Andrea Buboltz
36 South Third Avenue
Sturgeon Bay, WI 54235
May 12, 2023
Wine Walk
Location: To include ten locations (attached to application)

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


Clint Henry, Police Chief
City of Sturgeon Bay


Tim Dietman, Fire Chief
City of Sturgeon Bay


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



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

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

Visit our website at: www.sturgeonbaywi.org

April 12, 2023

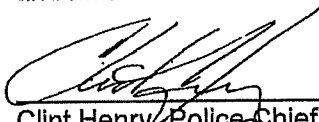
Stephanie Reinhardt
City Clerk
421 Michigan Street
Sturgeon Bay, WI 54235


Ms. Reinhardt:

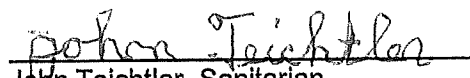
We, the undersigned, have received a request for certification of compliance for a Temporary Class B Beer and Class B Wine license:

Sturgeon Bay Open Bass Tournament Inc
P O Box 242
Sturgeon Bay, WI 54235
Agent: Wendy Heim
Location: Sawyer Park – 36 South Neenah Ave
Date: May 18 – 21, 2023

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


Clint Henry, Police Chief
City of Sturgeon Bay


Tim Dietman, Fire Chief
City of Sturgeon Bay


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

**CITY OF STURGEON BAY
STREET CLOSURE APPLICATION**

Name of Applicant: Destination Sturgeon Bay
 Name of Event: Sturgeon Bay Farmers Market
 Contact Phone #: 920-743-4246
 Date(s) of Event: Saturdays June 3rd - Oct. 14th Time: 8AM - 12noon
 Estimated # of Attendees: 2500
 Specific Location: See map attached

☒ Attach map of requested street closure area including barricades location, tent/booth location, or any street obstruction. The map must be in final form.
☒ Attach Certificate of Insurance with the City listed as ADDITIONAL INSURED. Limits as follows: Commercial General Liability - \$1,000,000 each occurrence limit; Fire Damage Limit - \$50,000 any one fire; Medical Expense Limit - \$5,000 any one person; and Workers Compensation - As required by the State of Wisconsin.

☒ Temporary Beer and/or Wine license has been applied for, approximately four weeks prior to the event date, by a qualified organization and fee paid. (If applicable.)

☒ Hold Harmless Agreement has been signed of Officer(s) of Event/Organization.

☒ Agreement for Reimbursement of Expenses has been signed by Officer(s) of Event/Organization.

☒ If tents larger than 20 x 20 are used, must agree to contact the Fire Department for inspection, prior to event.

What arrangements are made for clean up? Contract w/ city


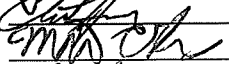
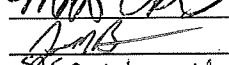
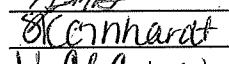
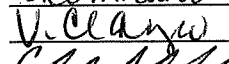
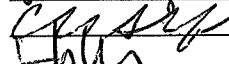
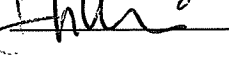
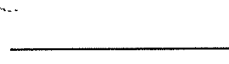
Other comments or explanation: _____

Signature of Responsible Party: Andrea Bubara

Address: 36 S 3rd Ave - Sturgeon Bay, WI

Date Submitted: March 22, 2023

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

Approval:	Fire Chief:		Date:	<u>3/23/23</u>
	Police Chief:		Date:	<u>3-28-23</u>
	Comm. Dev:		Date:	<u>4-6-23</u>
	Streets/Parks:		Date:	<u>3-28-23</u>
	City Clerk:		Date:	<u>4/14/23</u>
	Finance Dir:		Date:	<u>4/12/23</u>
	City Engineer:		Date:	<u>3-28-23</u>
	City Admin:		Date:	<u>4/14/23</u>

Common Council Approval Date: _____

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

**CITY OF STURGEON BAY
STREET CLOSURE APPLICATION**

Name of Applicant:

Destination Sturgeon Bay

Name of Event:

FIM ART FAIR

Contact Phone #:

920-743-6246

Date(s) of Event:

May 27th - 28th Time: May 27th 10AM-5PM
May 28th 10AM-4PM

Estimated # of Attendees:

5,000

Specific Location:

Martin ParkSee map attached

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

What arrangements are made for clean up?

Contract w/ City

Other comments or explanation:

Street closed @ 10AM on May 26th - Reopens May 26th @ 6PM

Signature of Responsible Party:

Anaia Burison

Address:

36 S. 3rd Ave. Sturgeon Bay WI 54235

Date Submitted:

MARCH 22, 2023**(Street Closure applications may not be submitted/approved more than 90 days in advance of event date.)**

Approval:

Fire Chief:



Date:

3/23/23

Police Chief:



Date:

3-28-23

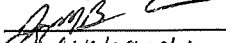
Comm. Dev:



Date:

4-6-23

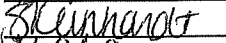
Streets/Parks:



Date:

3-28-23


City Clerk:



Date:

4/14/23

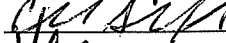
Finance Dir:



Date:

4/12/23

City Engineer:



Date:

3-28-23

City Admin:



Date:

4/14/23

Common Council Approval Date:

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

SIDEWALK CAFÉ PERMIT APPLICATION

Application for sidewalk café permit must include:

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

Name of applicant:

Reagan Smider

Establishment Name:

1 mi at Cedar Crossing

Address:

336 Louisiana St Sugar Bay WI 54235

Phone/Email:

920-743-4200

reagan@smider@gmail.com



Written Request Submitted



Cert of Insurance (additional insured) submitted



Scaled Diagram submitted



Hold Harmless Certificate submitted



Fee Paid

220.00

Date Completed Application Submitted:

3/13/23

Community Development Approval:

[Signature]

Department of Public Works Approval:

[Signature]

Date of Common Council Approval:

- ☐ Copy of Sidewalk Café Policy/Procedures provided to applicant.
- ☐ Copy of Sidewalk Café Ordinance provided to applicant.

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

SIDEWALK CAFÉ PERMIT APPLICATION

Application for sidewalk café permit must include:

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

Name of applicant: KATHRYN SHEPARD

Establishment Name: KICK COFFEE

Address: 1413 N. 3rd Ave

Phone/Email: 920.746.1122 COURTNEY@KICKCOFFEESHOP.COM

- | | |
|---|--|
| <input checked="" type="checkbox"/> Written Request Submitted | <input checked="" type="checkbox"/> Cert of Insurance (additional insured) submitted |
| <input checked="" type="checkbox"/> Scaled Diagram submitted | <input checked="" type="checkbox"/> Hold Harmless Certificate submitted |
| <input type="checkbox"/> Fee Paid <u>55.00</u> | |

Date Completed Application Submitted: 4-19-23

Community Development Approval: DA [Signature]

Department of Public Works Approval: [Signature] 4-25-23

Date of Common Council Approval: _____

- ☐ Copy of Sidewalk Café Policy/Procedures provided to applicant.
- ☐ Copy of Sidewalk Café Ordinance provided to applicant.

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

SIDEWALK CAFÉ PERMIT APPLICATION

Application for sidewalk café permit must include:

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

Name of applicant: Patrick Surtus

Establishment Name: Starboard Brewing Company

Address: 151 N. 3rd Ave, St. Bay

Phone/Email: (920) 495-3080

☒ Written Request Submitted

☒ Cert of Insurance (additional insured) submitted

☒ Scaled Diagram submitted

☒ Hold Harmless Certificate submitted

☒ Fee Paid 220.00

Date Completed Application Submitted: 4-10-23

Community Development Approval: DAAS

Department of Public Works Approval: MBS 4/13/2023

Date of Common Council Approval: _____

- ☐ Copy of Sidewalk Café Policy/Procedures provided to applicant.
- ☐ Copy of Sidewalk Café Ordinance provided to applicant.

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

SIDEWALK CAFÉ PERMIT APPLICATION

Application for sidewalk café permit must include:

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

Name of applicant: TERRY UHLMAN

Establishment Name: Door County Candy LLC

Address: 12 - 18 - 20 North 3rd

Phone/Email: 920-746-0924 doorcountycandy@gmail.com

☒ Written Request Submitted ☒ Cert of Insurance (additional insured) submitted

☒ Scaled Diagram submitted ☒ Hold Harmless Certificate submitted

☒ Fee Paid \$55.00

Date Completed Application Submitted: 4-25-23

Community Development Approval: *[Signature]*

Department of Public Works Approval: *[Signature]*

Date of Common Council Approval: _____

- ☐ Copy of Sidewalk Café Policy/Procedures provided to applicant.
- ☐ Copy of Sidewalk Café Ordinance provided to applicant.

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

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to accept the WIPFLI CPAs and Consultants 2022 financial audit report for the City of Sturgeon Bay and place it on file.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: April 25, 2023

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

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

EXECUTIVE SUMMARY

TITLE: 2022 Audit

BACKGROUND: WIPFLi CPAs and Consultants has completed the 2022 financial audit for the City of Sturgeon Bay. A clean audit opinion was issued by WIPFLi. The details of their financial audit can be found in the attached audit report and communications letter.

FISCAL IMPACT: The fiscal impact to the City is the contracted amount of \$19,850.00

OPTIONS: Accept or reject the WIPFLi CPAs and Consultants 2022 audit report.

RECOMMENDATION:

Accept the WIPFLi CPAs and Consultants 2022 financial audit report for the City of Sturgeon Bay and place it on file.

PREPARED BY: Valerie J. Clarizio 4/12/23
Valerie J. Clarizio Date
Finance Director/City Treasurer

REVIEWED BY: Joshua J. Van Lieshout 4/12/23
Joshua J. Van Lieshout Date
City Administrator

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the City Plan Commission, hereby recommend to approve the combined Preliminary/Final Planned Unit Development for E & I Investments, LLC, for the 11 acres of tax parcel #281-62-08000117, located on Colorado Street & N 6th Avenue, subject to:

1. Underlying zoning classification shall be R-2.
2. The clubhouse building and the garages are permitted under the PUD subject to approval by the Aesthetic Design and Site Plan Review Board.
3. The opportunity for a street connection to the future extension of N. 6th Ave shall be maintained as a secondary exit. There shall be no trees, buildings, significant slopes or other obstructions between the 6th Avenue right-of-way and the end of the private driveway in the northwest portion of the site.
4. The entrance road shall be shifted westerly to line up with N 6th Place.
5. The trees shown along Colorado Street and the built portion of N. 6th Ave shall be shifted into the right-of-way in order to satisfy the street tree requirement of the municipal code, unless alternative locations for the trees are approved by the City Forester.
6. Two of the trees shown by the clubhouse parking area shall be switched to canopy type trees.
7. Final approval of the stormwater management plan by the City Engineer and final approval of the utilities by Sturgeon Bay Utilities.
8. Any exterior lighting shall be designed with full cutoff fixtures to reflect light away from adjacent parcels and public streets, and away from the night sky.

Respectfully submitted:

City Plan Commission

By: Dennis Statz, Vice-Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Date: April 19, 2023

#####

Introduced by_____.

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

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

Staff Report for The Villas at Orchard Reserve

Proposal: E & I Property Investments LLC is looking to develop parcel #281-62-08000117 on the north side of Colorado Street and east side of N. 6th Avenue to create a senior living community which will consist of 19 two-family dwellings and one single-family dwelling. The approximately 11-acre property will also feature a club house, garage building, pickleball courts, and other amenities. E & I are petitioning to rezone their property from single-family residential (part R-1 & part R-2) to planned unit development (PUD). It is anticipated that the underlying zoning for this PUD will be R-2.

PUD Process: A Planned Unit Development (PUD) is a special type of overlay zoning which uses one of the general zoning districts as a baseline. The PUD ordinance can have special requirements that deviate from the underlying district in order to fit the needs of the City and the proposed development. This developer was approved by the Plan Commission to use the combined preliminary / final review process which is a faster timeline and requires a more developed project plan. Following a presentation by the developer, the public hearing is held. The Commission makes a recommendation at the next meeting. However, a recommendation can also be made at the same meeting as the public hearing if all members agree to act.

Existing Conditions: The current zoning classification is mostly Single-Family Residential (R-1) with the southernmost portion in the Single-Family Residential (R-2) zone. The rezoning is required because the R-1 district does not permit two-family dwellings (duplexes) while the R-2 district only allows them through a conditional use. In addition, the developer intends to develop the duplexes on a single overall parcel with each unit individually owned under a condominium declaration. The Zoning Code requires a PUD for development with multiple two-family dwellings on the same lot.

The property is vacant and is part open meadow and partly wooded. It is fairly flat and slopes from east to west from about elevation 638' to elevation 632'. There are no water courses or wetlands on the property.

Comprehensive Zoning: The 2040 Comprehensive Plan has this location listed as Medium Density Residential. *"This future land use category designates residential areas that are predominately comprised of single-family homes at a density of up to eight units per acre. Lot sizes in these areas are typically more compact than in lower density residential. Two-family dwellings and small-scale multi-family dwellings are often intermixed into these areas"*. When considering that the Medium-Density Residential category is shown for nearly the entire area bordered by 3rd Ave, Alabama St, 8th Ave and Iowa St, the proposed duplexes are generally consistent with that designation. The approximately 4 units per acre that are proposed are about half of the maximum density envisioned for this area. The proposal is predominately two-family homes and is well below the maximum of 8 units per acre.

Site Plan and Design Considerations: The following is a summary of the major site and design categories:

Access: The main access point proposed for the property is from Colorado Street on the south. The access drive is proposed to be private and security gates are shown on the site plan. This proposed access drive is offset from N. 6th Place across Colorado Street, which is a change from the concept plan. This offset potentially creates a traffic conflict. Shifting the driveway access to align with N. 6th Place is recommended. There already is a curb cut in Colorado St at that location.

A secondary access driveway is proposed for the garages located in the southeast corner of the site. The driveway connects to Colorado Street a short distance east of the main access drive. Consideration should be given to having the driveway to the garages connect to the internal access drive rather than to Colorado Street. This option avoids another curb cut for Colorado Street.

The subject property is bordered by the right-of-way for N 6th Ave on the west and the future right-of-way for Alabama Street on the north. These streets have not been built yet, but it is recommended that the opportunity for an additional access point be kept open in the event that future roads are built in the surrounding areas.

Density: Parcel #281-62-08000117 has an area of 11.232 acres or 489,266 square feet. There are 19 two-family homes and one single-family home on the lot which equates to about 12,545 square feet per unit, which is well below the maximum density for two-family and single-family homes in the R-2 district.

Building Layout: The dwellings are arranged along the perimeter of the site. They front on an interior private loop road. The additional amenities of the property include a clubhouse, additional garages, a pond, a dock with a gazebo, and two pickleball courts. These are shown in the interior of the loop road and are easily accessible to all units. The clubhouse would be treated as a community building under the zoning code and would require a conditional use approval if not approved as part of the PUD.

The garages are contained in a single 6,000 square foot building. The size would exceed the normal maximum of 2,000 for a building that is accessory to single-family and two-family dwellings. Because there are no other detached garages proposed for the development, it is reasonable to allow the 6,000 square foot accessory building serving 39 dwelling units.

Building Design: The majority of the buildings proposed are one-story two-family dwellings with two bedrooms, an office, two full bathrooms, and the potential for a sunroom or porch per unit. The intent is for the dwellings to follow two different floor plan options. The main portions of the roof have a pitch of 12:12 which provides a little more height to these single level dwellings at about 23 feet tall. The exterior will have horizontal vinyl siding with stone accent wall, and a shingle roof. Each unit will have two separate entries as well as an attached two-stall garage. The utility room will be located off of the garage in each unit.

The single-family dwelling is basically one-half of a duplex, following generally the same floor plan and building design as one of the duplex designs.

Building details and elevations for the clubhouse and garage building are included in the application. Unlike the dwellings, these buildings will require the approval of the Aesthetic Design and Site Plan Review Board.

Parking: Per 20.31(2)(a), there must be 2 parking spaces per dwelling unit. Each side of the duplex will have a two-stall garage and a driveway which satisfies this requirement. There also is a 14-stall parking area serving the clubhouse.

Pedestrian Access: Currently there are no sidewalks planned for this development.

Traffic: Vehicular traffic will enter/exit to Colorado Street. With 39 total units geared to seniors, the City Engineer is not requiring a traffic impact analysis for this project.

Utilities: Sewer and water mains exist in both Colorado Street and N. 6th Avenue and will need to be extended to serve all the buildings. The submitted plans show all units getting water service via an internal loop connecting to Colorado St. For sanitary sewer the western units that back up to N 6th Ave would be served by the existing main in 6th Ave and an extension thereof, the other units would be served by a main running north from Colorado Street. Sturgeon Bay Utilities (SBU) recommends that a portion of the proposed 8" water line be relocated to the right-of-way for N 6th Ave. That option is more beneficial for future development of the area and might lessen on-site construction costs. SBU also had a number of technical changes to the design.

The developer will also need to work with Sturgeon Bay Utilities for the best means of providing electric service throughout the site. All SBU lines will require a 12-foot easement and SBU is recommending the electric loop be on the inside of the development rather than around the outside.

Grading and Stormwater Management: The project involves considerable filling and grading in order for the stormwater management to work. A large storm pond and a smaller dry pond are proposed in the center of the development to detain water with ultimate discharge to the intersection of Belmar St and N 6th Ave. The western edge of the property will be raised (bermed) by about 4 feet. The City Engineer found some inconsistencies in the numbers used in the plans. However, he believes the plan appears to be moving in a good direction and there is nothing he noticed that would prevent final approval of the PUD.

Recreation Facilities: The development is served by a private clubhouse with various social/recreational/exercise facilities. There are two pickleball courts, a gazebo and other outdoor recreational facilities. The site is a short distance from Sunset Park.

Landscaping: There are currently 45 trees planned to be planted. The only landscaping that is required under the City's municipal code are street trees and parking lot landscaping. Five to six trees are required along Colorado Street and 4 are required

along the built portion of N 6th Avenue. The landscaping plan shows qualifying trees but they must be moved into the right-of-way to qualify as street trees.

Two canopy trees are required for the clubhouse parking lot. The plan shows spruce trees so two of those will need to be switched to meet the requirement. A final landscape plan will be reviewed by the Aesthetic Design and Site Plan Review board.

Signage: No signage plans have been provided, but it should not have any bearing on the approval of this project. The sign code allows an identification sign for the development to be erected should the developer elect to do so.

Floor Area: The proposed floor area for the two-family homes ranges from about 1,700 square feet to about 1,900 square feet and the proposed floor area of the single-family home is about 1,900 square feet.

Fiscal Impact: The project is expected to add over \$20 Million in property value. This will result in City tax revenue of over \$150,000 annually. In addition, the City will receive \$300 per unit in park and playground fees at the time building permits are issued for the dwellings. On the cost side, the City will need to provide services to the development (police, fire, garbage, etc.) and maintain the public infrastructure. The road is private so the development is responsible for plowing and maintenance of that asset. The development is also responsible for future maintenance of the stormwater pond and system. Services to this development are not expected to require additional municipal personnel or equipment. To date the developer has not requested financial assistance for this project.

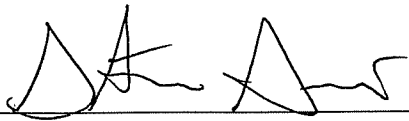
PUD Review Criteria: The Plan Commission and Council must consider whether the development is consistent with the spirit and intent of the City's ordinance, has been prepared with competent professional guidance, and produces benefits to the city compared to conventional development. In addition, there are specific criteria listed in the zoning code.

Recommendation: Staff recommends to approve the PUD for E&I Investments, LLC subject to the following conditions:

1. Underlying zoning classification shall be R-2.
2. The clubhouse building and the garages are permitted under the PUD subject to approval by the Aesthetic Design and Site Plan Review Board.
3. The opportunity for a street connection to the future extension of N. 6th Ave shall be maintained as a secondary exit. There shall be no trees, buildings, significant slopes or other obstructions between the 6th Avenue right-of-way and the end of the private driveway in the northwest portion of the site.
4. The entrance road shall be shifted westerly to line up with N 7th Avenue.
5. The trees shown along Colorado Street and the built portion of N. 6th Ave shall be shifted into the right-of-way in order to satisfy the street tree requirement of the

municipal code, unless alternative locations for the trees are approved by the City Forester.

6. Two of the trees shown by the clubhouse parking area shall be switched to canopy type trees.
7. Final approval of the stormwater management plan by the City Engineer and final approval of the utilities by Sturgeon Bay Utilities.

Prepared By: 

Stephanie Servia

Planning and Zoning Administrator

4/14/2023

Date

Reviewed By: 

Martin Olejniczak

Community Development Director

4/14/2023

Date

CITY OF STURGEON BAY PLANNED UNIT DEVELOPMENT APPLICATION

STAFF USE:

Date Received: _____

Fee Paid: \$ _____

Received By: _____

Application for: Conceptual ___ Preliminary ___ Final ___ Combined Preliminary/Final ☒
 Note there are different requirements for each for the above processes. A separate application is required for each.

NAME OF PROPOSED PLANNED UNIT DEVELOPMENT: _____		
	APPLICANT/AGENT	LEGAL PROPERTY OWNER (if different)
Name	Brad Trembl	Marc Isaksen
Company	Robert E. Lee & Assoc.	E + I INVESTMENTS
Street Address	1250 Centennial Centre Blvd	4606 Bechtel Rd
City/State/Zip	Hobart WI 54115	Sturgeon Bay WI 54235
Daytime Telephone #	920 - 662 - 9641	920 - 559 - 7069
Email	BTRTML@RELEEFINK.com	midarchitect@GMAIL.COM
STREET ADDRESS OF SUBJECT PROPERTY: _____ Location if not assigned a common address: <u>Colorado Street</u>		
TAX PARCEL NUMBER: <u>2816208000117</u>		
CURRENT ZONING CLASSIFICATION: <u>NORTH SIDE - R1 South side - R2</u>		
CURRENT USE AND IMPROVEMENTS: <u>VACANT LAND</u>		
COMPREHENSIVE PLAN DESIGNATION OF SUBJECT PROPERTY: <u>MEDIUM / LOWER DENSITY RESIDENTIAL</u>		
WOULD APPROVAL OF THE PROPOSED PLANNED UNIT DEVELOPMENT CONFORM WITH THE COMPREHENSIVE PLAN? Yes or <input checked="" type="radio"/> No IF YES, EXPLAIN: _____ _____ _____		

PLEASE IDENTIFY SPECIFIC POPOSED LAND USES. USES MUST IDENTIFY AND CORRESPOND TO A PARTICULAR LOT, LOCATION, BUILDING, ETC.: 1 + 2 unit condos with office building and storage building, private drive, stormwater pond, gazebo, and tennis/pickle ball courts.

CURRENT USE AND ZONING OF ADJACEMENT SURROUNDING PROPERTIES:

North: R1
South: R2
East: R1/R2
West: R1/R2

COMPREHENSIVE PLAN DESIGNATION OF ADJACENT SURROUNDING LAND USES:

North: MEDIUM DENSITY RESIDENTIAL
South: " "
East: " "
West: " "

IS ANY VARIANCE FROM COMPREHENSIVE PLAN, SUBDIVISION ORDINANCE, OR ZONING ORDINANCE BEING REQUESTED? IF YES, DESCRIBE: ADDING Club House and Storage Building.

HAVE THERE BEEN ANY VARIANCES, CONDITIONAL USE PERMITS, ETC. GRANTED PREVIOUSLY FOR THIS PROPERTY? Yes or (No) IF YES, EXPLAIN: _____

Attach an 8-1/2"x 11" detailed site plan (if site plan is larger than 8-1/2"x 11", also include 15 large sized copies), full legal description (preferably digital), 8-1/2"x 11" location map, construction plans for the proposed project, and Agreement for Reimbursement of expenses. Site plan shall include dimensions of property, pertinent structures and buildings, proposed site improvements, signature of person who drew plan, etc.

[Signature]
Property Owner

3-20-2023
Date

[Signature]
Applicant/Agent

3-20-2023
Date

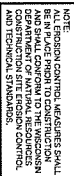
I, Bruce Tami, have attended a review meeting with at least one member of staff and understand that I am responsible for sign placement and following all stages listed on the check list in regard to the applicant.

3-22-2023
Date of review meeting

[Signature]
Applicant Signature

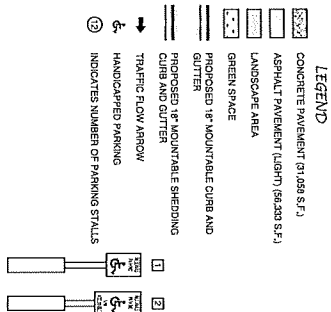
Staff signature

ATTENTION!
DOWNLOADED PLANS ARE NOT SCALEABLE, NEITHER THE
OWNER OR THE ENGINEER SHALL BE HELD RESPONSIBLE
FOR THE SCALE OR PRINT QUALITY OF DOWNLOADED PLANS.
ONLY PRINTED PLANS FROM BLUE PRINT SERVICE CO., INC.
SHALL BE CONSIDERED TO BE SCALEABLE PLANS.



NO.	DATE	APPROV.	REGION	NO.	DATE	APPROV.	REGION	SWORN	RECEIVED
<p>PROPOSED CONDO DEVELOPMENT FOR REI PROPERTY INVESTMENTS CITY OF STURGEON BAY DOOR COUNTY, WISCONSIN</p>									
<p>LOCATION MAPS AND INDEX TO DRAWINGS</p>									
<p>DATE _____</p>				<p>DATE _____</p>					
<p>FILE NO. _____</p>				<p>FILE NO. _____</p>					
<p>1250 CENTINALE, SUITE 1000, RICHMOND, VA 23261</p>				<p>1250 CENTINALE, SUITE 1000, RICHMOND, VA 23261</p>					
<p>803-422-9941</p>				<p>803-422-9941</p>					
<p>www.reiconsult.com</p>				<p>www.reiconsult.com</p>					

SHEET NO.
C




NOTE
ALL DISTURBED AREAS SHALL BE TOPOSED
TO A DEPTH OF 6 INCHES, SEEDED AND
MULCHED WITH 2" OR THICKER BARKED WOOD
CHIPS AND STONES AND CLUMPS.

PARKING DATA
TOTAL PARKING STALLS PROVIDED = 14
HANDICAP ACCESSIBLE PARKING STALLS = 1

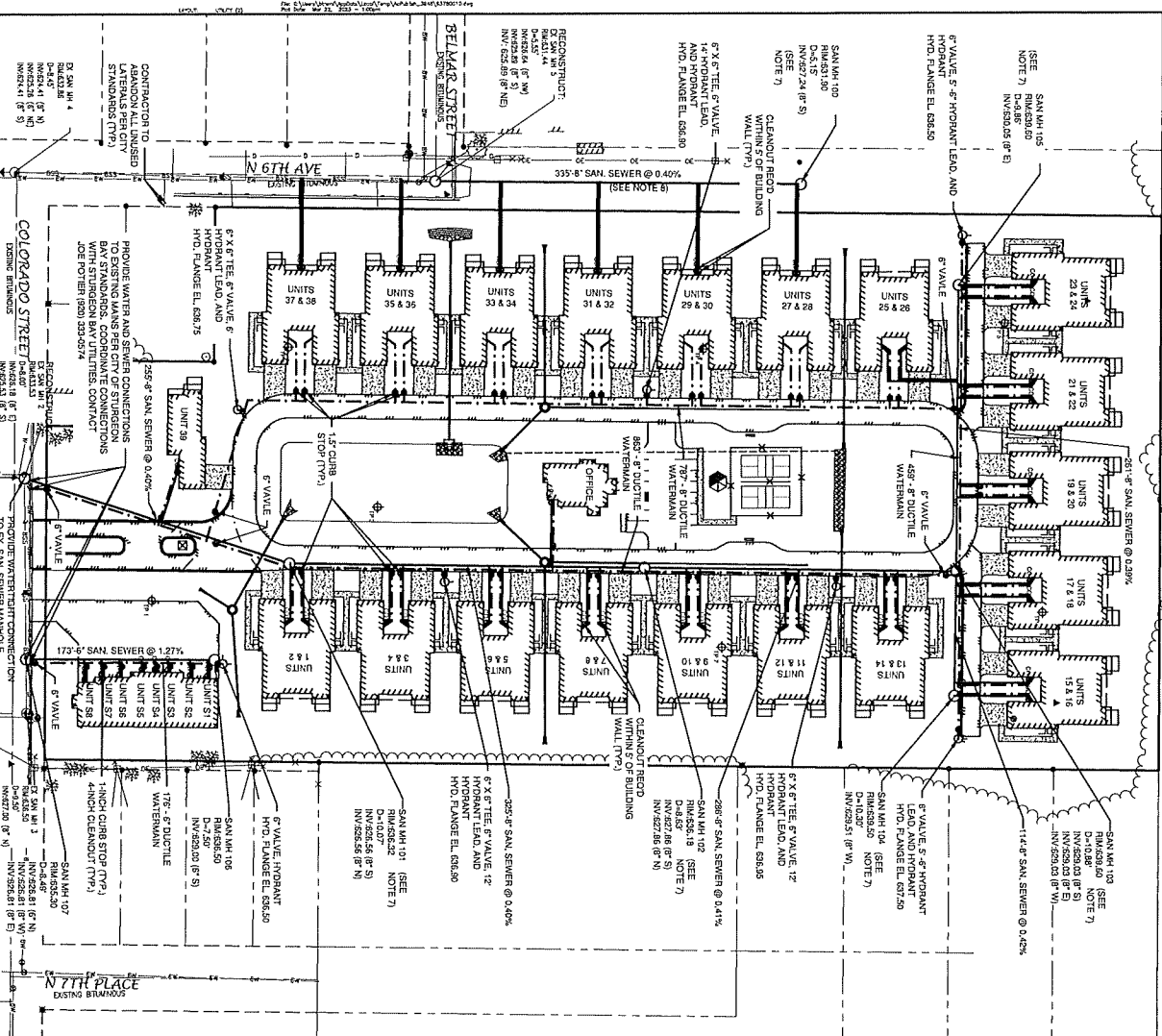
SITE DATA
TOTAL AREA = 11.24 ACRES, 489,640 S.F.
BUILDING AREA = 232 ACRES, 10,274 S.F. (22.04%)
SIDEWALK/PARKING LOT AREA = 10.07 ACRES, 97,391 S.F. (17.79%)
GREEN SPACE = 8.71 ACRES, 392,568 S.F. (69.74%)

ZONING
PUD

PARCEL NO.
061020000117

[illegible]

Robert E. Lee & Associates, Inc.
 ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
 1250 CENTINELA CENTRE BOULEVARD HOUSTON, TX 54155
 820-662-6641
www.leeandassociates.com

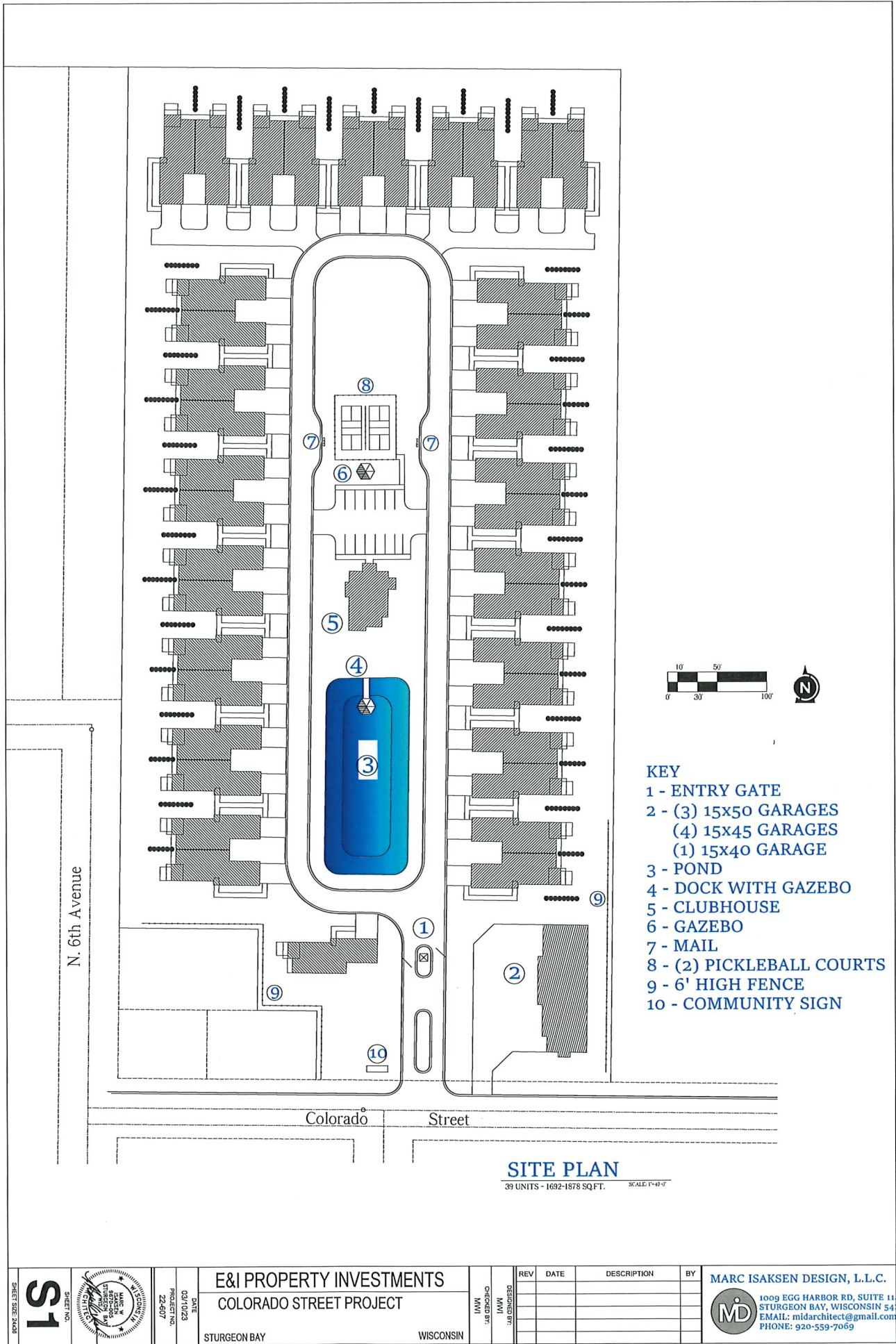


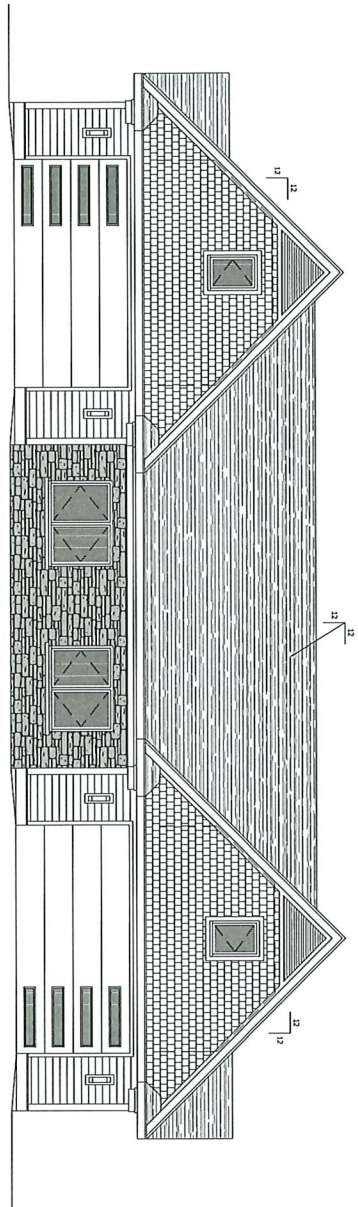
PROPOSED LATERAL TABLE

UNIT	SEWER LATERAL	WATER LATERAL
UNIT 1	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 2	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 3	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 4	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 5	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 6	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 7	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 8	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 9	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 10	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 11	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 12	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 13	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 14	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 15	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 16	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 17	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 18	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 19	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.

PROPOSED LATERAL TABLE

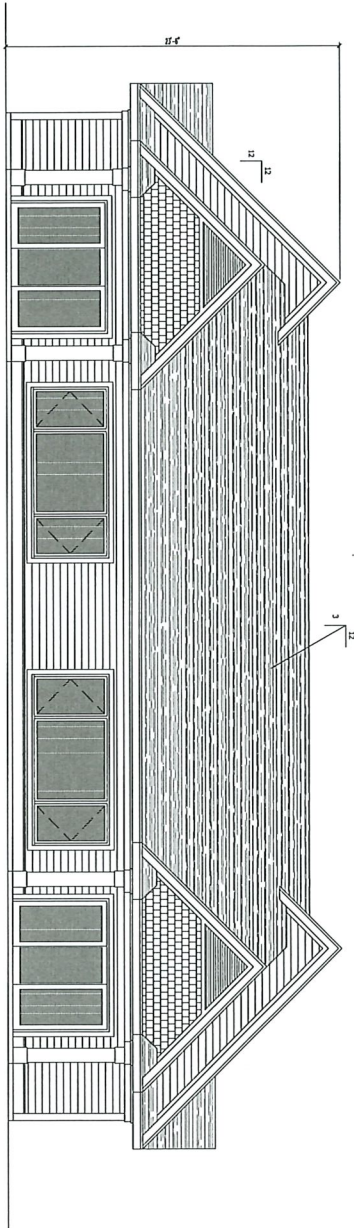
UNIT	SEWER LATERAL	WATER LATERAL
UNIT 20	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 21	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 22	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 23	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 24	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 25	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 26	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 27	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 28	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 29	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 30	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 31	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 32	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 33	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 34	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 35	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 36	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 37	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 38	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 39	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.
UNIT 40	57" 4" SAN. LATERAL @ 1.04% MIN.	72" 4" SAN. LATERAL @ 1.04% MIN.





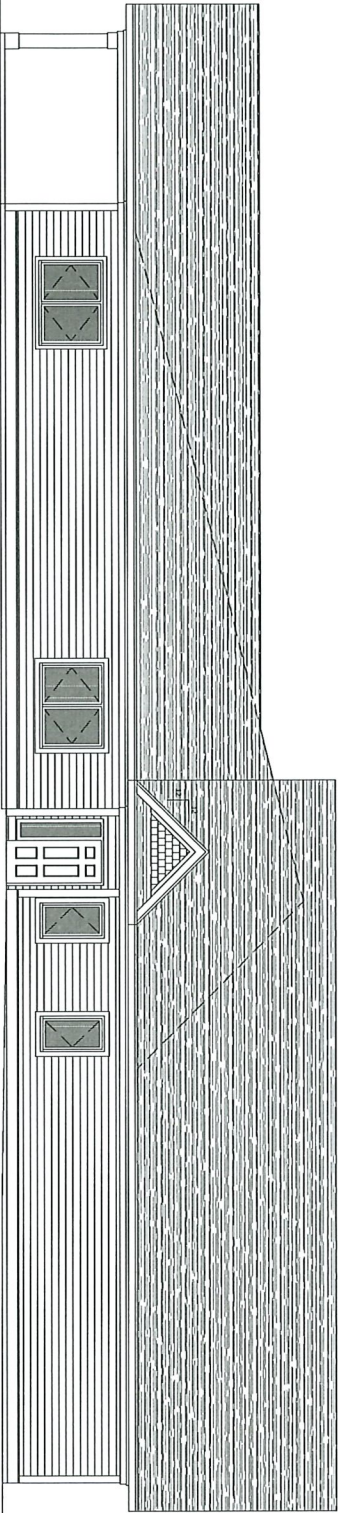
FRONT ELEVATION

SCALE 1/8"=1'-0"



REAR ELEVATION

SCALE 1/8"=1'-0"



ALEXANDRA PLAN

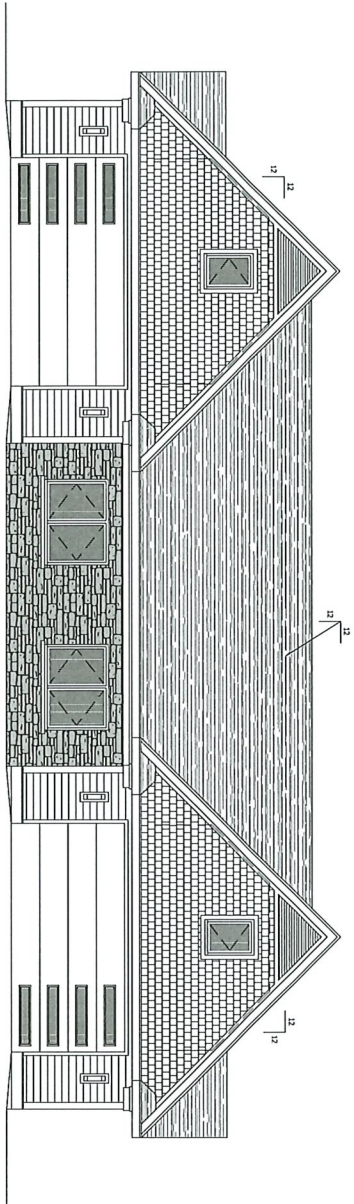
SIDE ELEVATION

SCALE 1/8"=1'-0"

E&I PROPERTY INVESTMENTS DUPLEX PLAN - ALEXANDRA COLORADO STREET STURGEON BAY, WI		MARC ISAKSEN DESIGN, L.L.C. 1009 EGG HARBOR RD. SUITE 111 STURGEON BAY, WISCONSIN 54235 EMAIL: mldarchitect@gmail.com PHONE: 920-559-7069 FAX: 920-743-3813	
DATE 08/10/23 PROJECT NO. 22-507	DESIGNED BY MMJ CHECKED BY MMJ	REV DATE DESCRIPTION BY	SHEET NO. A2 SHEET SIZE: 36"X48"

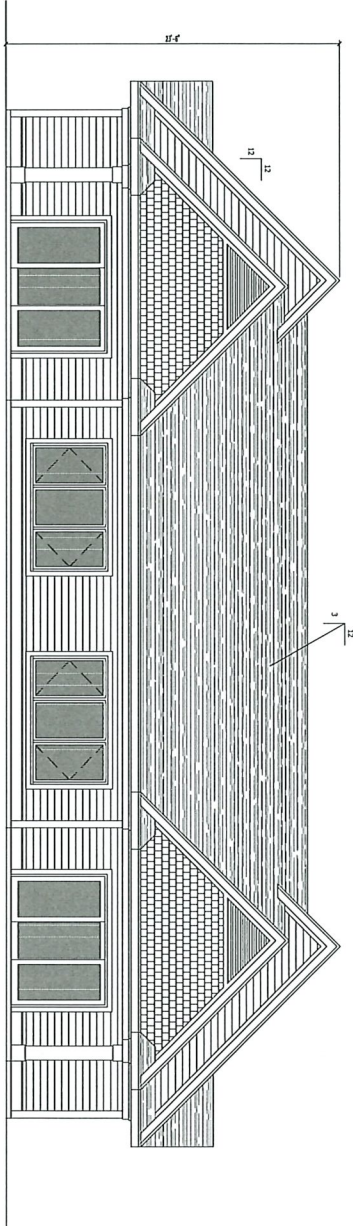
SHEET SIZE: 24X36

1009 EGG HARBOR RD, SUITE 114
STURGEON BAY, WISCONSIN 54235
EMAIL: midarchitect@gmail.com
PHONE: 920-559-7069
FAX: 920-743-3813



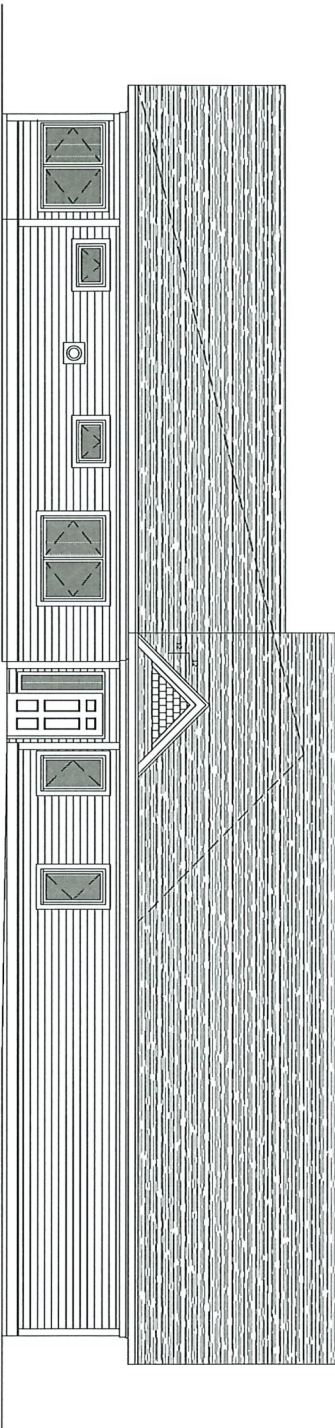
FRONT ELEVATION

SCALE: 1/2" = 1'-0"



REAR ELEVATION

SCALE: 1/2" = 1'-0"



SIDE ELEVATION

SCALE: 1/2" = 1'-0"

MADELINE PLAN

REV	DATE	DESCRIPTION	BY

DESIGNED BY:
MMI
CHECKED BY:
MMI

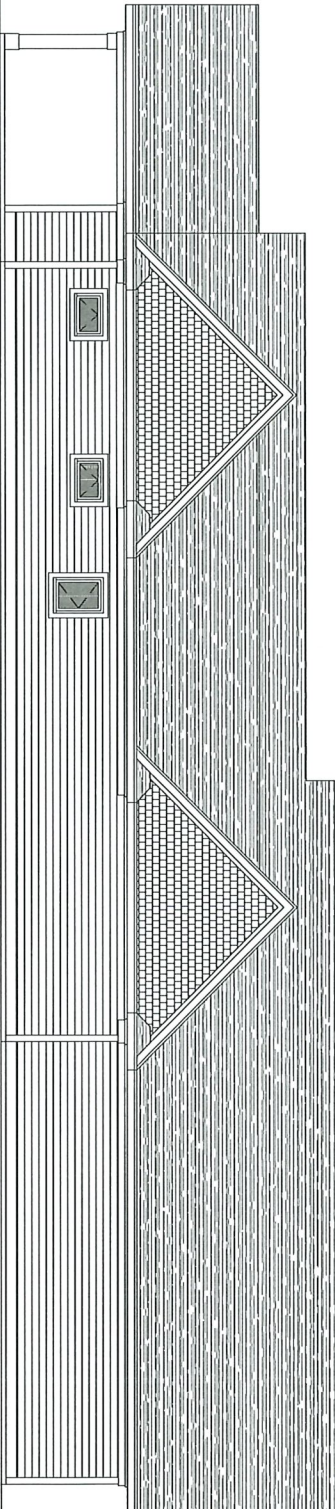
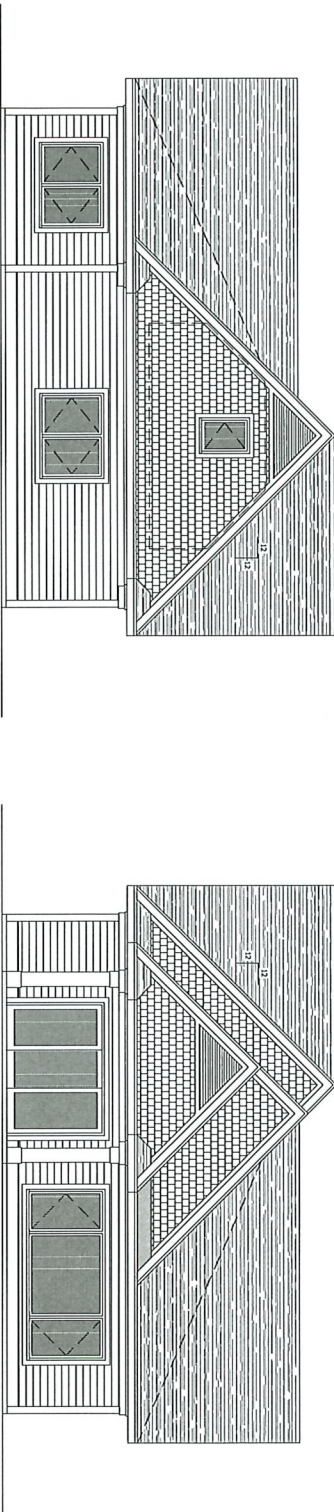
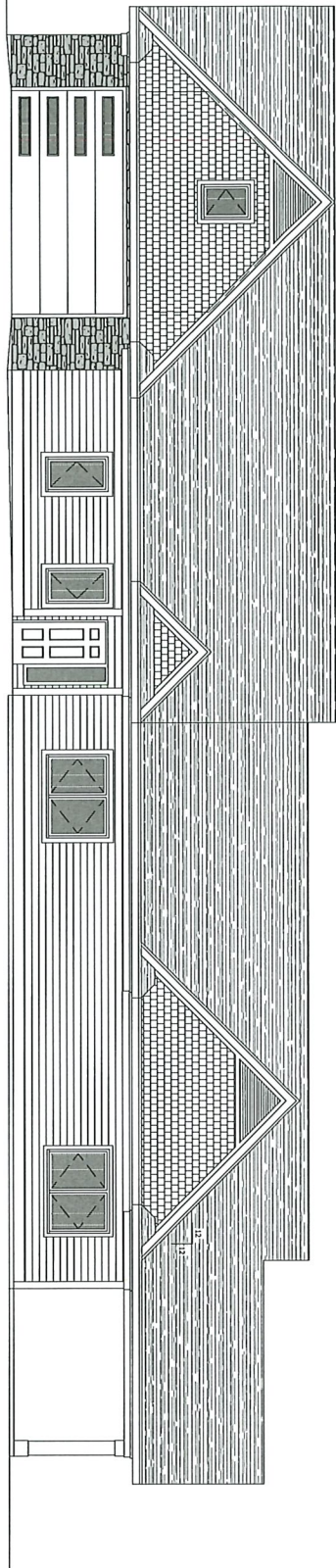
E&I PROPERTY INVESTMENTS
CONSTRUCTION DRAWINGS
COLORADO STREET
STURGEON BAY, WI

DATE:
03/10/23
PROJECT NO.:
22-607



SHEET NO.
A4
SHEET SIZE: 24x36

MARC ISAKSEN DESIGN, L.L.C.
1009 EGG HARBOR RD, SUITE 114
STURGEON BAY, WISCONSIN 54235
EMAIL: midarchitect@gmail.com
PHONE: 920-559-7069
FAX: 920-743-3813



ALEXANDRA PLAN - SINGLE FAMILY

REAR ELEVATION

REV	DATE	DESCRIPTION	BY

DESIGNED BY: MWI
CHECKED BY: MWI

E&I PROPERTY INVESTMENTS
SINGLE FAMILY PLAN - ALEXANDRA

COLORADO STREET

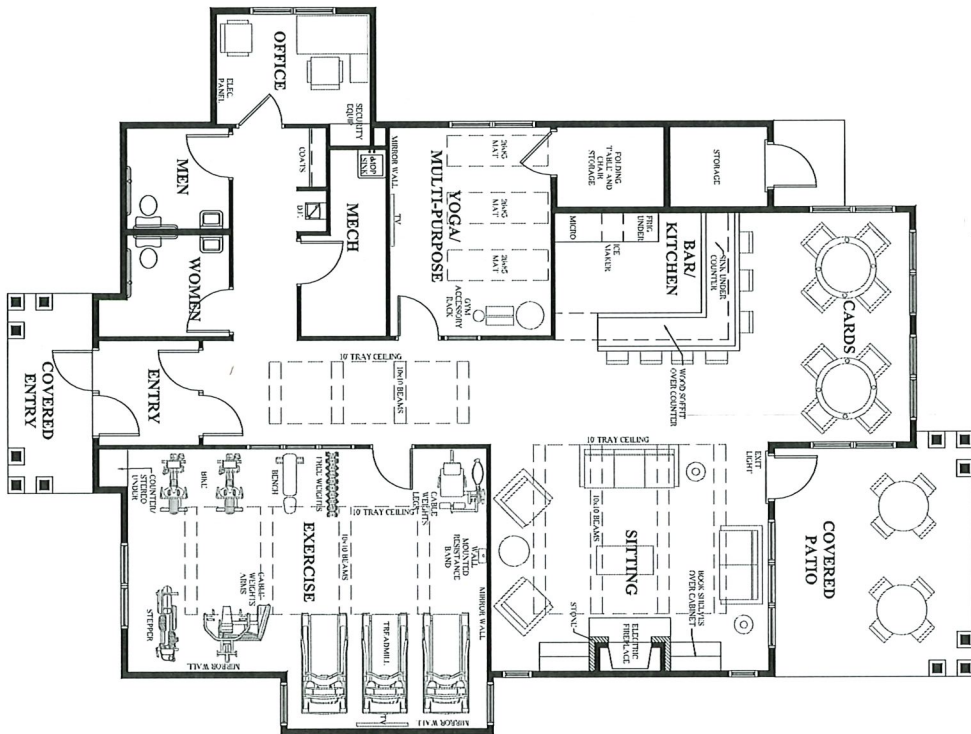
STURGEON BAY, WI

MARC ISAKSEN DESIGN, L.L.C.



1009 EGG HARBOR RD, SUITE 114
STURGEON BAY, WISCONSIN 54235
EMAIL: midarchitect@gmail.com
PHONE: 920-559-7069
FAX: 920-743-3813

A6

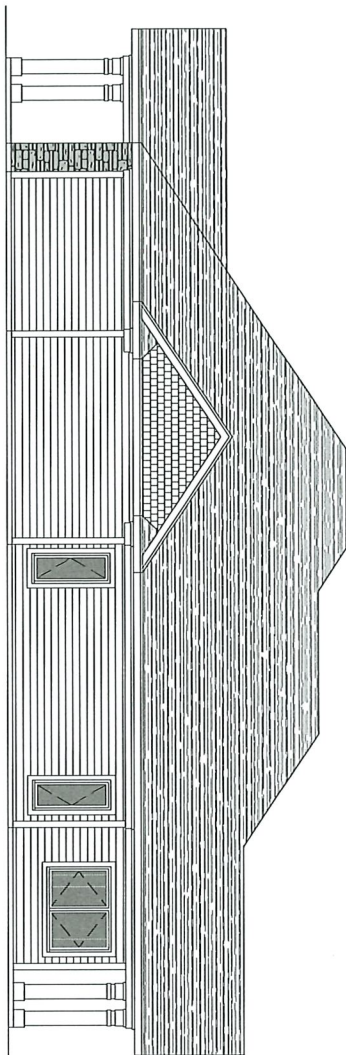


CLUBHOUSE
SHEET
SCALE 1/4" = 1'-0"

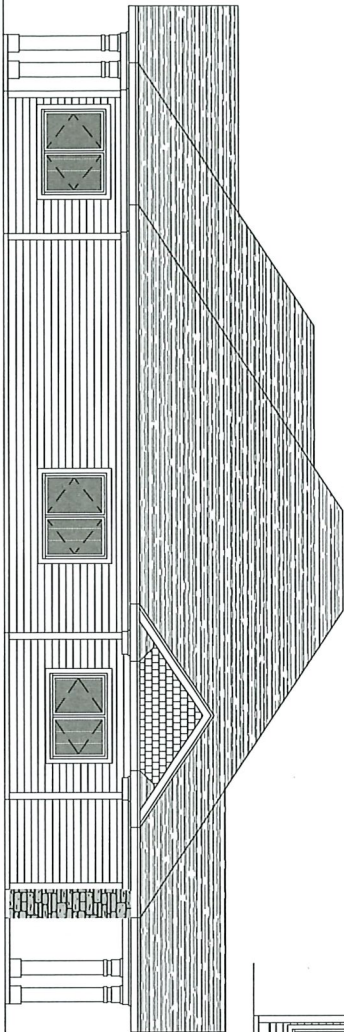
E&I PROPERTY INVESTMENTS CLUBHOUSE BUILDING COLORADO STREET STURGEON BAY, WI		MARC ISAKSEN DESIGN, L.L.C. 1009 EGG HARBOR RD, SUITE 114 STURGEON BAY, WISCONSIN 54235 EMAIL: mldarchitect@gmail.com PHONE: 920-559-7059 FAX: 920-743-3813	
DATE 03/10/23 PROJECT NO. 22-507	DESIGNED BY MMI CHECKED BY MMI	REV DATE DESCRIPTION	BY

A7
SHEET NO.
SHEET SIZE: 24x36



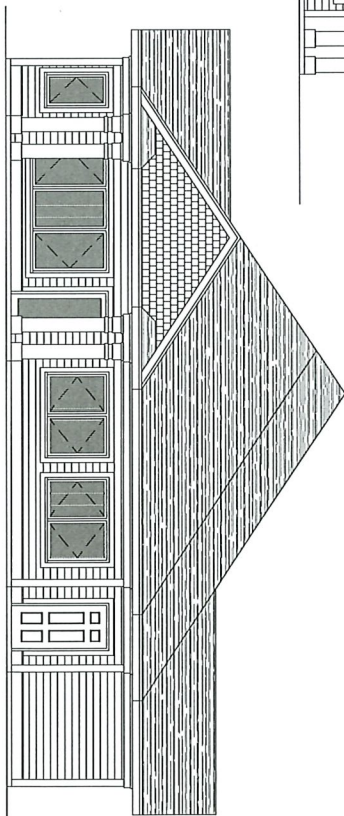


WEST ELEVATION

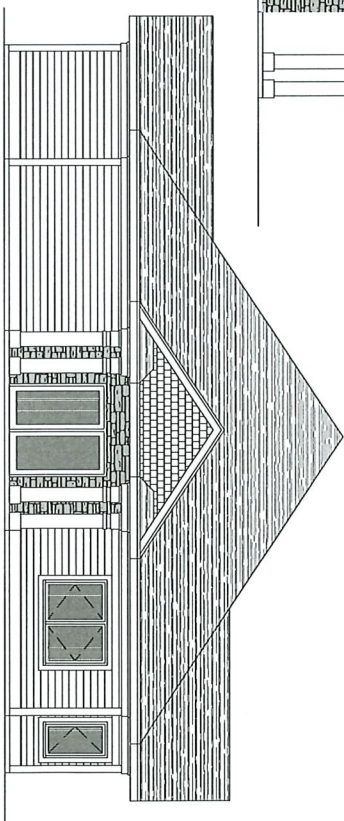


EAST ELEVATION

SCALE 1/4"=1'-0"



SOUTH ELEVATION



NORTH ELEVATION

CLUBHOUSE

REV	DATE	DESCRIPTION	BY

MARC ISAKSEN DESIGN, L.L.C.



1009 EGG HARBOR RD, SUITE 114
STURGEON BAY, WISCONSIN 54235
EMAIL: midarchitect@gmail.com
PHONE: 920-559-7069
FAX: 920-743-3813

E&I PROPERTY INVESTMENTS
CLUBHOUSE BUILDING

COLORADO STREET

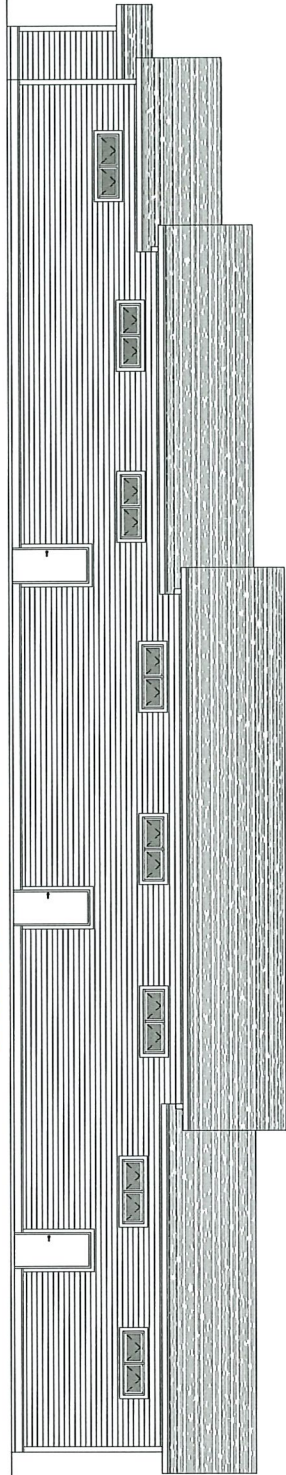
STURGEON BAY, WI

DATE	03/10/23
PROJECT NO.	22-607

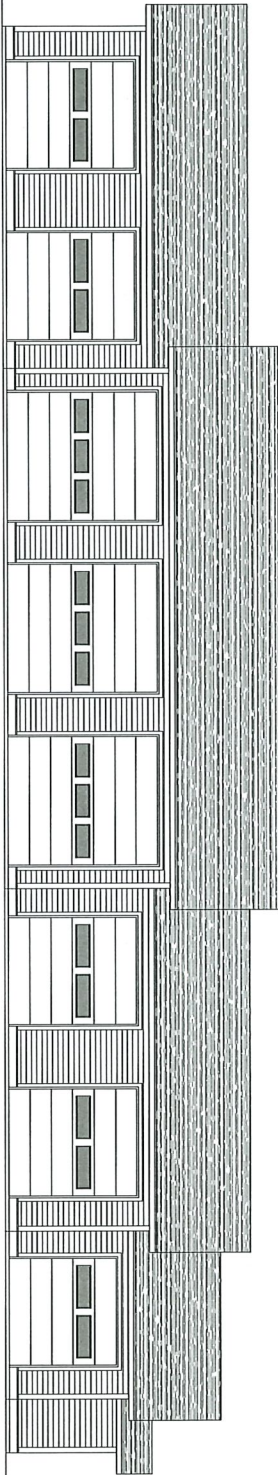


A8

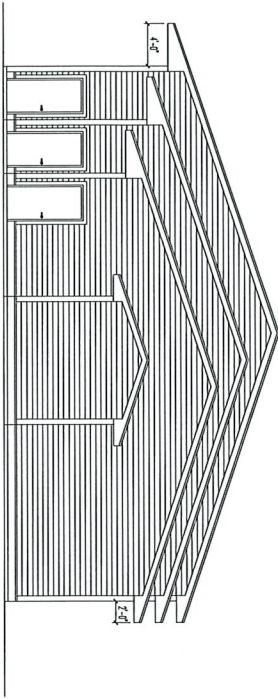
SHEET SIZE: 24x36



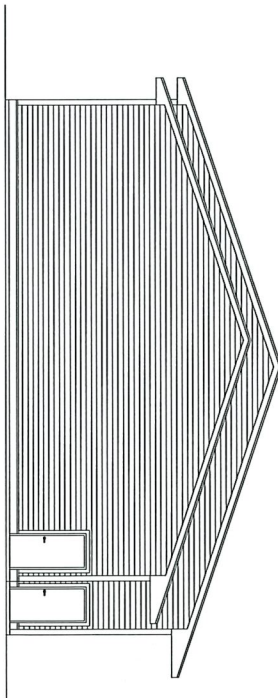
SOUTH ELEVATION
SCALE: 1/8"=1'-0"



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



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



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

REV	DATE	DESCRIPTION	BY

DESIGNED BY: MMI
CHECKED BY: MMI

E&I PROPERTY INVESTMENTS
8 UNIT GARAGE BUILDING - #100
COLORADO STREET
STURGEON BAY, WI

DATE
08/10/23
PROJECT NO.
22-607



SHEET NO.
A10
SHEET SIZE: 24x36

MARC ISAKSEN DESIGN, L.L.C.
1009 EGG HARBOR RD, SUITE 114
STURGEON BAY, WISCONSIN 54235
EMAIL: midarchitect@gmail.com
PHONE: 920-559-7069
FAX: 920-743-3813

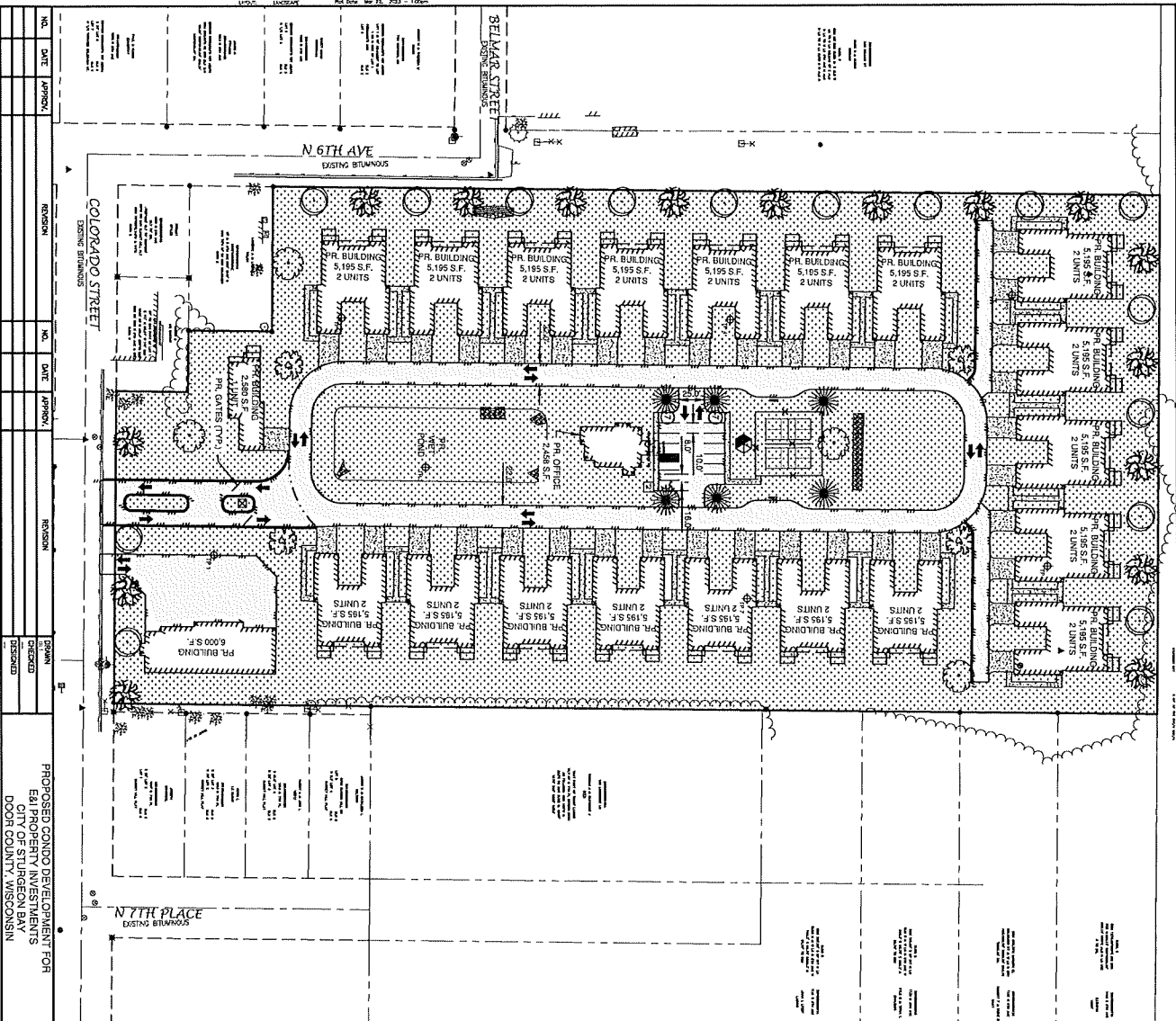
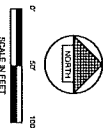
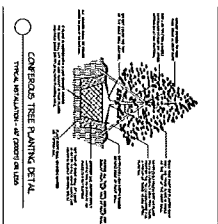
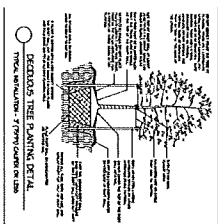
SYMBOL	COMMON NAME	LATIN NAME	PLANT SIZE	QUANTITY
	BASSWOOD	TILIA AMERICANA	1-1/2" CALIPER	16
	BLACK HILLS SPRUCE	PICEA GLAUCA	5' TALL	6
	SILVER MAPLE	ACER SACCHARINUM	1-1/2" CALIPER	4
	WHITE OAK	QUERCUS ALBA	1-1/2" CALIPER	15
	SERVICE BERRY	AMELANCHIER	6' TALL	4
TOTAL				45

LEGEND

NOTE
ALL PLANTED AREAS SHALL BE TOPSOILED
TO A DEPTH OF 6 INCHES, SEEDED AND
MULCHED. AREA TO BE RAISED FREE OF
STONES AND CLUMPS.

TREE / PLANTING MAINTENANCE

MAINTAIN TREES AND PLANTINGS BY
PRUNING, FERTILIZING, RESTORING
PLANTING SACERS, ADJUSTING AND
REPAIRING, AND RESEEDING TO PROPER
SPECIFICATIONS. MAINTENANCE
REQUIRED TO ESTABLISH HEALTHY, VIBRANT
PLANTINGS. SPRAY OR TREAT AS REQUIRED
INSECTS AND DISEASE.



PROPOSED CONDO DEVELOPMENT FOR
EAI PROPERTY INVESTMENTS
CITY OF STURGEON BAY
DOOR COUNTY, WISCONSIN

LANDSCAPE PLAN

DATE: 10/1/2011
FILE: 1320 CENTRAL CONDO BUILDING - ROBERT W 54152
DRAWN: R. E. LEE & ASSOCIATES, INC.
CHECKED: R. E. LEE & ASSOCIATES, INC.
SCALE: 1/8" = 1'-0"

SHEET NO. 1

Eastward view of Subject Property



Westward view of Subject Property



© All EagleView Technology Corporation

Map

Printed 04/26/2023 courtesy of Door County Land Information Office

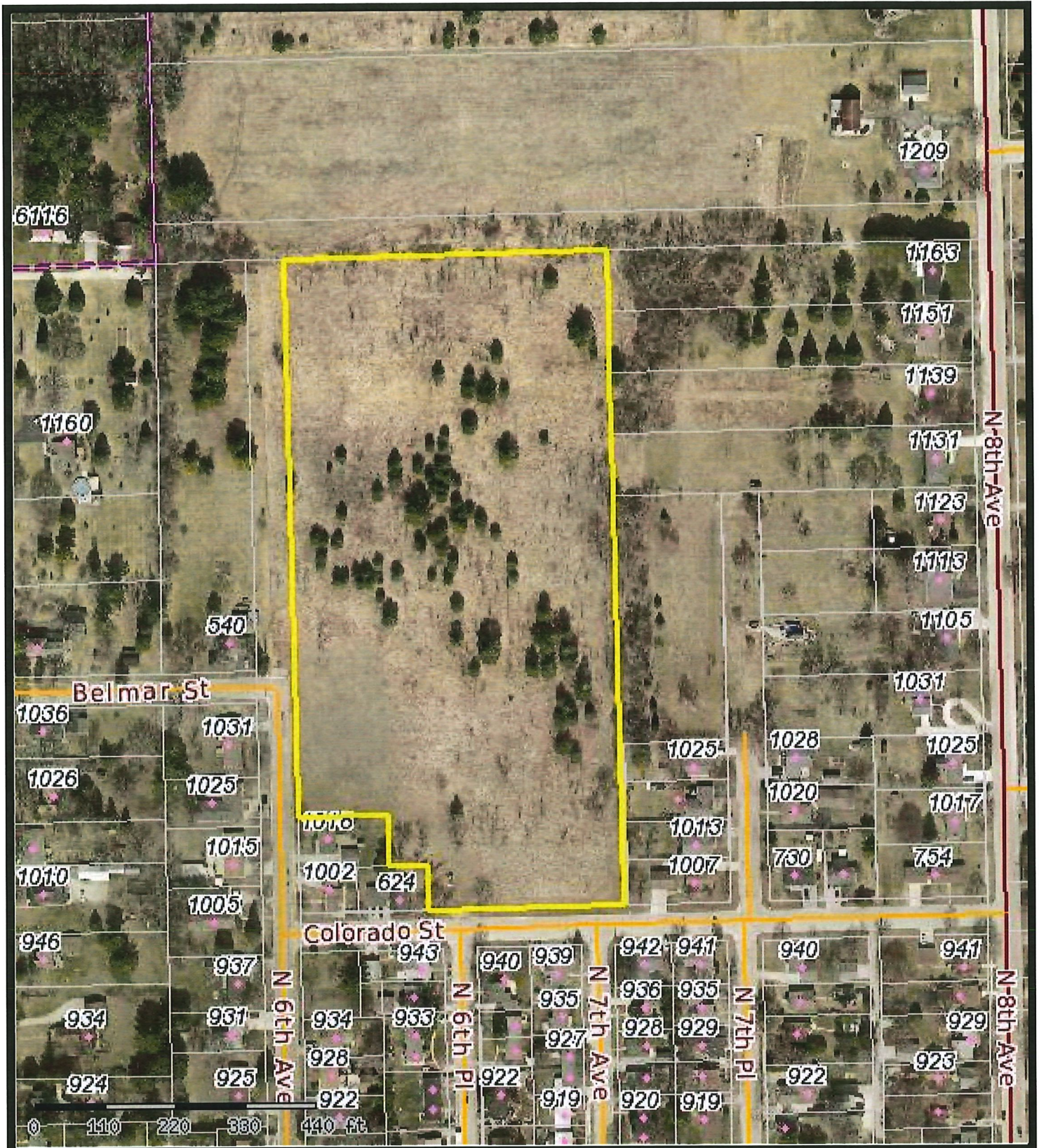


... from the Web Map of ...

([//www.co.door.wi.gov](http://www.co.door.wi.gov))

Door County, Wisconsin

... for all seasons!



Door County can not and does not make any representation regarding the accuracy or completeness, nor the error-free nature, of information depicted on this map. This information is provided to users "as is". The user of this information assumes any and all risks associated with this information. Door County makes no warranty or representation, either express or implied, as to the accuracy, completeness, or fitness for a particular purpose of this information. The Web Map is only a compilation of information and is NOT to be considered a legally recorded map or a legal land survey to be relied upon.

ORDINANCE NO. ____

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

SECTION 1: The following described property is hereby rezoned from Single-Family Residential (R-1) and Single-Family Residential (R-2) to Planned Unit Development (PUD) and shall be subject to the site plan and requirements incorporated herein:

A tract of land located in the Northwest one-quarter of the Northwest one-quarter of Section 5, Township 27 North, Range 26 East, also being a part of Lot 1, Subdivision 8, City of Sturgeon Bay, Door County, Wisconsin, recorded in Document No. 854123 and generally described as follows.

Commencing at the intersection of the easterly right-of-way line of North 6th Avenue and the northerly line of said Lot 1 of Subdivision 8, said point being 208 feet easterly of the Northwest corner of said Subdivision 8, thence easterly along said northerly line of Lot 1, Subdivision 8 482 feet more or less, thence southerly 1017.5 more or less to the northerly right-of-way line of Colorado Street, thence westerly along said northerly right-of-way line 304.76 feet, thence northerly 68.97 feet, thence westerly 60' feet, thence northerly 82 feet, thence westerly 141 feet to the intersection with said easterly right-of-way line of North 6th Avenue, thence along said easterly right-of-way line 866.30 feet to the point of commencement.

Tax Parcel No. 281-62-08000117

SECTION 2: The following requirements and conditions are placed upon the property described within the legal description.

A. Underlying Zoning: The underlying zoning district shall be Single-Family Residential (R-2). If the PUD expires, the zoning classification of the property shall be the R-2 district.

B. Permitted Uses. The following are permitted uses, provided such uses are consistent with the approved final PUD plans:

1. Single-family and two-family dwellings with a total of not more than 39 units.
2. Clubhouse.
3. Approximately 6,000 sq. ft. storage building (garages).
4. All other permitted, conditional, and accessory uses shall conform to the R-2 district.

C. PUD Requirements: The design of the buildings, parking area, landscaping, lighting, signage and other development aspects shall be in substantial conformance with the approved PUD plans and conditions of approval. In addition, the following shall apply:

1. The opportunity for a street connection to the future extension of N. 6th Ave shall be maintained as a secondary exit. There shall be no trees, buildings, significant slopes or other obstructions between the 6th Avenue right-of-way and the end of the private driveway in the northwest portion of the site.
2. The entrance road leading from Colorado Street shall be directly across from N. 6th Place.
3. All exterior lighting fixtures shall be designed with full cutoff fixtures to reflect light away from adjacent parcels and public streets, and away from the night sky.

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

Approved:

David J. Ward, Ph. D.
Mayor

Attest:

Stephanie Reinhardt
City Clerk

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

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the lease agreement as presented between the City of Sturgeon Bay and DoCo, LLC Inc. for the former launch ramp located south of the Michigan Street Bridge and north of 120 Madison Avenue.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: April 25, 2023

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

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

EXECUTIVE SUMMARY

TITLE: Lease between the City of Sturgeon Bay and DoCo, LLC, Inc. for former launch ramp located south of the Michigan Street Bridge and north of 120 Madison Avenue, Sturgeon Bay, WI

BACKGROUND: The City of Sturgeon Bay has been requested to allow the docking and operation of a tour boat from City owned property north of the Door County Maritime Museum. The site is the former city owned boat ramp, just to the north of the sheet pile dock where the Fireboat was moored. The tenant is proposing to install a floating dock system that lands on the former ram, where they will tie off up to two 40-foot tour boats. Tours will run throughout the summer season. The Lessor intends to provide tours between Lake Michigan and Sherwood Point. Unscheduled bridge openings are discouraged so as to minimize interruptions to motor vehicle traffic using the Michigan Street Bridge.

The tour boats are former Liberty Launches, will/are inspected vessels, the operator is required to comply with relative state, federal, and local laws and regulations

The proposed lease will commence on May 1, 2023 and end on December 31, 2026. Similar to other leases, the lease can be automatically extend for subsequent one year terms. If the City is to cancel the lease, a 180 day notice is required, the Lessor is required to give a 10 day notice. The Lessor would then have 30 days to remove their property.

The Lessor/Operator has requested an initial term longer than three years, the Finance Committee recommended approval as presented with a three year term.

The City hasn't had a tour boat operator since the departure of the Fireboat, this is a service that complements the City's maritime history and enables residents and guest to the Community to enjoy the public waters

FISCAL IMPACT: The value of the lease is minimal, but is consistent with other such arrangements the City has. The rate is about 1.5 times that of a retail slip at Stone Harbor. The lease is discounted in first few years, as the Lessor is installing the necessary dockage to facilitate the operation of the tour boat business. At full value, the lease will have a base value of \$5,000.

OPTIONS: Accept, reject, or direct other terms be reached.

RECOMMENDATION:

Approve the lease as drafted.

PREPARED BY:


Joshua J. Van Lieshout
City Administrator

4/28/23
Date

LEASE

This Lease, is dated effective the 1st day of May, 2023 (the “**Effective Date**”) between CITY OF STURGEON BAY, a Wisconsin municipality (“**Lessor**”) and DoCo LLC, (dba: Shoreline Scenic Boat Tours) with James Patterson as owner (“**Lessee**”). Each of Lessor and Lessee may be referred to herein as a “**Party**,” and together as the “**Parties**.”

RECITALS:

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

A. The Lessor is leasing to the Lessee the right to install a dock system in the waters between the sheet piling to the west of the Maritime Museum and the existing dockage further to the west near the Michigan Street bridge.

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

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

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

(a) Lessor grants the Lessee the right to construct a dock system directly off the boat ramp in the waters as described above. ~~Lessee-Lessor~~ will be kept apprised of the design and construction of the dock system and will have final say and approval of the system before construction is started.

(b) Ticketing area. The Lessor will consider an amendment to this lease for a ticketing area and structure.

(c) Bathrooms. Lessor will consider an amendment to this lease for bathrooms as needed.

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

3. Lessor Improvements. During the term of this lease, the Lessor may make improvements to the general area of the leased property, including utilities, surfaces, dock walls and rip rap area. ~~Improvements shall not infringe on the Lessee's ability to safely enter or depart dockage by water, customers ability to safely enter or depart from dockage by land, or make~~

~~changes that would adversely affect Lessee's business operations.~~ In the event of Lessor undertakes improvements, the Lessor will provide Lessee with adequate advanced verbal and written notice of extent and timelines of such improvements. In the event Lessor undertakes improvements to the leased area, Lessor will make reasonable efforts eliminate or reduce any interruption to Lessee's business operations.

4. Non-Exclusive Lease. With the exception of the Dockage Rights, ~~ingress and egress from both water and land of docking structures.~~ [VII] The surrounding property is non-exclusive to the Lessee. Without limitation, Lessor will be constructing and maintaining a walking and biking path, public promenade and other public amenities running parallel to the shoreline with the boundaries of the Leased Property (the "**Path**"). Lessor shall be responsible for all costs and maintenance and upkeep of the Path and surrounding area.

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

(a) The mooring of boats owned or leased by Lessee that are engaged ~~in the~~ tour boat business. Recreational boats, commercial barges, commercial and charter fishing vessels, ferries or other boat livery services are prohibited.

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

(c) Storage of equipment and materials used in the ordinary course of Lessee's tour boat operation shall be kept on the tour boat, a secure dock box, or offsite.

Lessee's use of the Leased Property shall comply with all applicable federal, state, and local statutes, laws, regulations and codes, including, without limitation, all environmental laws.

Lessee shall not interfere with the use of the non-leased property by any persons who are allowed to use the same, including, without limitation, (i) members of the public using the Path and (ii) Lessor and its agents and contractors in the construction and maintenance of the Path and surrounding area.

6. Fueling and Servicing of Vessels. No fueling will be permitted at the leased premises.

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

8. Access. ~~Lessor shall provide~~ Lessee shall enjoy access to leased premises from Path access from an the adjoining City parking lot and public Path. to the Leased Property. The location, width, and construction material of the access driveway shall be at the discretion of the Lessor, but shall be sufficient to allow safe ingress and egress of pedestrians, clients and crew of the vessel.

At no time will Lessee operate or cause to be operated any vehicle on the Path without express approval from the Harbor Master. [VJ2]

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

10. Events. Lessee shall cooperate and make reasonable accommodations for Maritime Festival Events. This shall include reasonable periods before and after festival events to accommodate festival set up and tear down. Current festivals include: Door County Maritime and Wooden Boat Festival and Tall Ships Festival.

11. Bridge Openings. Lessee understands that frequent unscheduled bridge openings are disruptive to local highway traffic. Lessee agrees to arrange tour boat arrival and departure times to coincide with the regular bridge openings and shall require no more than two unscheduled bridge openings per day. ~~schedule. Unscheduled bridge openings are to be minimized.~~

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

13. Term. ~~The initial term of the Lease shall be for three years is a rolling one-year term, commencing on May 1, 2023 of year (initial year), one and all subsequent years. The lease is automatically and shall renewable renew on January 1 of each year thereafter until December 31, 2026. Following the initial term, the lease shall renew automatically on January 1 of subsequent year. Lessee may terminate the lease with 10 days' notice. If the Lessor desires to terminate the lease a 180-day notice to Lessee shall be required, at Lessee's sole discretion, provided Lessee is in compliance with the lease. Lessor shall provide Lessee a renewal form on or before Nov 1 for subsequent years (that includes the adjusted base rent) and Lessee shall return renewal form to Lessor on or prior to Dec 31 with a \$2000 (first installment) for the upcoming years lease payment.~~ [VJ3]

14. Rent. The rent for the Leased Property shall consist of Base Rent plus annual adjustment per "CPI" as defined below

(a) Base Rent. Lessee shall pay to Lessor when and as due annual base rent in the amount of \$5,000 plus any applicable sales tax ("**Base Rent**"), payable in advance in two installments. The first ~~installment, included with the return of renewal notice, installment of two-thousand dollars (\$2000) is~~ is due on or before ~~Dec 31~~ May 1 of the initial year, every year after ~~the first installment shall be payable by January 15.~~ The second installment (the balance) is due ~~May-July 1 in the initial year of intended use, every year after the initial year, the second installment shall be due on or before May 1.~~ Each year, the Base Rent shall be subject to change, based on the *Consumer Price Index for Urban Wage Earners and Clerical Workers* (CPI-W) issued by the Bureau of Labor Statistics (or successor thereto) ("**CPI**") measured as of September 30 of the preceding year. Adjustments to the base rent will be no greater than 5% per year.

(b) Infrastructure improvements. It is anticipated that infrastructure improvement costs (dock purchase and installment) will total approximately \$20,000. Lessee agrees to pay infrastructure costs upfront and Lessor agrees to rent abatement of 75% of total infrastructure improvement cost. Abatement will start in year one and continue in subsequent years until ~~the 75% of the final value of improvements is met. threshold is met.~~ Lessor ~~must approve~~ must approve the design and estimated costs prior to initiating infrastructure improvements. Lessee will keep Lessor apprised of ~~any design~~ any design and estimated costs changes during construction. Lessee will provide Lessor with documentation of total project cost and project completion. ~~Lessor will be the sole owner of improvements, and therefore responsible for upkeep and maintenance of all improvements.~~

(c) Leaseholder Improvements. In consideration of rent abatement in 14(b) above, in the event Lessee gives notice to terminate the lease before the initial term is complete, improvements made by the Lessee shall remain property of the Lessee and shall be removed from the lease area within 30 days the notice of termination. If the lease is terminated by Lessee after the initial term, the improvements shall, at the option of the Lessor become property of the Lessor. If Lessor chooses not to take possession of the improvements, the Lessee shall cause the improvements to be removed within thirty days' notice by Lessor. [VJ4]

15. Taxes. Lessee shall pay all local, state and federal taxes due and payable from the operation of Lessee's business.

16. Utilities. At this time there are no utilities immediately available to the leased premises or leaseholder improvements (dock and appurtenances). Lessor and Lessee may agree by mutual amendment to this agreement to, in the future extend utilities as may be necessary. ~~Lessee. Lessor agrees to make reasonable efforts to provide electric and water service available to the Lessee as soon as possible. Lessee agrees to pay for the usage of those utilities when made available. When utilities become available, Lessor and Lessee will add an addendum to this agreement. In the meantime it is Lessee responsibility to make a separate arrangement with the Maritime Museum for any utilities they may be able to provide.~~

17. Maintenance. Lessee shall ~~at all times provide minor maintenance subject to the daily use of dock. Maintenance beyond minor is the responsibility of the Lessor. Lessee shall notify Lessor of any necessary repairs as soon as possible maintain, repair and keep in good order the dock and leased premises, ensuring the improvements and leased area are in a condition suitable for the intended purpose. Lessor is under no obligation or duty to maintain, repair or replace any leaseholder improvements (dock, fenders, cleats, appurtenances, etc.).~~

18. Alterations. Lessee shall not make any alterations to the Leased Property without the consent of the Lessor. Permissible alterations include: installation of additional fenders, cleats, and other safety related accessories.

19. Insurance. During the Term, Lessee shall keep in full force and effect, at its expense: (a) a policy of commercial general liability insurance covering the Leased Property with a combined single limit of not less than \$2,000,000; and (b) an all-risk/special cause of loss insurance policy insuring the Lessee's fixtures, equipment, and other items of personal property of Lessee located on or within the Leased Property, in an amount not less than their full

replacement cost, together with business interruption insurance, and worker compensation insurance in amounts as required by statute. All policies of liability and casualty insurance to be carried by Lessee shall name Lessor as additional insured parties and shall be in form and substance reasonably satisfactory to Lessor. A copy of the paid-up policies evidencing such insurance or certificates of insurers certifying to the issuance of such policies shall be delivered to Lessor prior to the Commencement Date and upon renewals not fewer than 30 days prior to the expiration of such coverage.

20. Indemnification of Lessor.

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

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

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

1- (d) Indemnification Procedures.

2- (i) In the case of claims made by a third party (a “Third Party Claim”) with respect to which indemnification is sought, the Lessor Indemnified Party or Lessee Indemnified Party, as applicable, whether one or more, shall give prompt notice to Lessee or Lessor, as applicable, of any such Third-Party Claim made upon it. If the Lessor Indemnified Party or Lessee Indemnified Party, as applicable, fails to give such notice, such failure shall not preclude the Lessor Indemnified Party or Lessee Indemnified Party, as

applicable, from obtaining such indemnification but its right to indemnification may be reduced to the extent such delay materially prejudiced the defense of the Third-Party Claim or increased the amount of liability or cost of defense.

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

4. (iii) ~~Pursuit of~~ Pursuit of Defense/Cooperation/Legal Fees. Upon the assumption of control of any Third Party Claim by Lessee or Lessor, as applicable, as set out in subsection (ii) immediately above, Lessee or Lessor, as applicable, shall diligently proceed with the defense, compromise or settlement of the Third Party Claim at its sole expense, including if necessary, employment of counsel reasonably satisfactory to the Lessor Indemnified Party or Lessee Indemnified Party, as applicable, and, in connection therewith, the Lessor Indemnified Party or Lessee Indemnified Party, as applicable, shall cooperate fully, but at the expense of Lessee or Lessor, as applicable, with respect to any out-of-pocket expenses incurred, to make available to the Lessor Indemnified Party or Lessee Indemnified Party, as applicable, all pertinent information and witnesses under the Lessor Indemnified Party's or Lessee Indemnified Party's, as applicable, control, make such assignments and take such other steps as in the opinion of counsel for Lessee or Lessor, as applicable, are reasonably necessary to enable Lessee or Lessor Indemnified Party, as applicable, to conduct such defense. The Lessor Indemnified Party or Lessee Indemnified Party, as applicable, shall also have the right to participate in the negotiation, settlement or defense of any Third-Party Claim at its own expense. The

Lessor Indemnified Party or Lessee Indemnified Party, as applicable, shall not settle any Third-Party Claim without the prior written consent of Lessee or Lessor, as applicable, such consent not to be unreasonably withheld.

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

21. Destruction of or Damage to Leased Property. Unless caused by or resulting from events of nature (including but not limited to rainstorms, floods, lightning, fire or tornadoes), rioting, vandalism, or looting by third parties; war; or acts of state or governmental action prohibiting or impeding Lessor from performing its obligations hereunder or using the Leased Property for its intended purpose, the damage or destruction or partial damage or destruction of the Leased Property shall not release Lessee from any obligation hereunder. In case of such non-excluded damage or destruction, Lessee, at its sole cost and expense, shall promptly repair and restore the same to a condition as good or better than as existed prior to such damage or destruction. If such repair and replacement is not commenced and diligently pursued by Lessee, then Lessor, (at Lessee's sole cost and expense), shall be entitled to make the necessary repairs.

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

23. Events of Default.

(a) General Events of Default. If Lessee is in default in performing any of the terms and provisions of this Lease, Lessor shall give Lessee written notice of such default, and if Lessee fails to cure: (i) a monetary default within 30 days after Lessee's receipt of notice of default; or (ii) a non-monetary default within 60 days after Lessee's receipt of notice of default, then and in any such event, without further notice or demand, Lessor may exercise all remedies afforded Lessor in this Lease. The foregoing notwithstanding:

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

(ii) If the condition giving rise to the default threatens immediate or imminent harm to persons or property, as determined by Lessor in its discretion, Lessee shall

immediately take action to prevent such harm and, in the absence of Lessee doing so, Lessor may take such actions and may charge to Lessee all expenses incurred by Lessor in taking such actions, which charges shall be due and payable by Lessee to Lessor no later than 30 days from Lessor's demand.

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

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

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

(iii) Abandonment of Leased Property. Lessee abandons the Leased Property. Abandonment shall be defined as a failure to continue active operations on the Leased Property for 90 consecutive days during the operating season, (May through October).

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

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

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

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

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

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

(f) Lessor's Right to Cure. At any time following the occurrence of an Event of Default and upon not less than 30 days written notice to Lessee, Lessor may cure any default by Lessee under this Lease. Whenever Lessor so elects, all costs and expenses, including reasonable attorneys' fees, incurred by Lessor in curing the default, together with interest thereon at an annual rate of 7% from the date of such payment, shall be payable as additional rent to Lessor on demand.

234. Surrender and Holding Over. On the last day of the Term of this Lease or upon any earlier termination of this Lease for any reason, Lessee shall surrender and deliver up the Leased Property, without delay and in good order, condition, and repair, free and clear of all occupancies and free and clear of all liens and encumbrances. Unless Lessor agrees otherwise, none of Lessee's personal property shall be and remain the Leased Property. If Lessee remains in possession after the expiration of the Term without a written agreement with Lessor, Lessee shall be a tenant at sufferance and liable to pay rent to Lessor in the amount of \$25.00 per day until Lessee has removed all of Lessee's property from the Leased Property, and there shall be no renewal of this Lease by operation of law.

245. Property Left on the Leased Property. If Lessee leaves any personal property, upon the Leased Property after the termination of this Lease and fails to remove the same within 60 days after the termination date, Lessor may deem such property abandoned by Lessee and either retain all or part of it or disposing of all or part of it, as Lessor deems appropriate, in its sole discretion and charge Lessee all costs incurred by Lessor for the storage, preparation for disposition and disposition of any such property.

256. Assignment. Lessee shall not assign or otherwise transfer its interest in this Lease without Lessor's prior, written consent, which may be withheld by Lessor in its sole discretion. In the event of any assignment or transfer, (i) Lessee shall remain liable for the performance of all the terms and conditions of this Lease that arose prior to the date of assignment or transfer, and (ii) no assignment or transfer shall be valid unless the assignee expressly assumes and agrees to perform, from and after the date of assignment or transfer, every covenant of this Lease that, by

its terms, Lessee has agreed to keep and perform. No acceptance by Lessor of any performance to be done by Lessee from any person, firm, or corporation other than Lessee, shall discharge Lessee (except to the extent of the performance and payments so accepted by Lessor) from liability to perform any of the terms, covenants, conditions, and agreements set forth in this Lease.

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

278. Miscellaneous.

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

If to Lessor:

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

If to Lessee:

DoCo LLC, dba: Shoreline Scenic Boat Tours
1509 W 4th St
Red Wing MN, 55066

(b) Entire Agreement. This Lease contains the complete understanding of the parties hereto with respect to all matters referred to herein, all prior representations, negotiations, and understandings being superseded by this Lease, provided, however, the terms of the Lakebed Lease are incorporated into this Lease to extent the same are referred to herein. To the extent the terms of the Lakebed Lease are more restrictive as to Lessee's responsibilities regarding the Leased Property, the more restrictive provisions shall govern. Otherwise, this Lease shall govern.

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

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

(e) No Waiver. No waiver of any default of any obligation by either party shall be implied from any omission by the other party to take any action with respect to such default.

To be enforceable, a waiver must be in writing, signed by an authorized representative of waiving party and indicating with specificity the provisions of this Lease being waived. No waiver of a present default shall constitute a waiver of any other default present or in the future, nor shall any such waiver constitute a waiver of the same default in the future, unless the waiver explicitly indicates as such.

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

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

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

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

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

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

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

(m) Amendments. This lease may be amended from time to time based on changing circumstances and mutual written agreement.

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

LESSOR:
CITY OF STURGEON BAY

By: _____
David J. Ward, Mayor

By: _____
Stephanie Reinhardt, Clerk

STATE OF WISCONSIN :
: SS.
COUNTY OF DOOR :

Personally came before me this ____ day of _____, 2023, the above-named David Ward, the mayor of the City of Sturgeon Bay, to me known to be the mayor of that city and the person who executed the foregoing instrument and acknowledged the same as to the act of that city by its authority.

*

Notary Public, State of Wisconsin
My Commission: _____

STATE OF WISCONSIN :
: SS.
COUNTY OF DOOR :

Personally came before me this ____ day of _____, 2023, the above-named Stephanie Reinhardt, the clerk of the City of Sturgeon Bay, to me known to be the clerk of that city and the person who executed the foregoing instrument and acknowledged the same as to the act of that city by its authority.

*

Notary Public, State of Wisconsin
My Commission: _____

LESSEE:
DoCo LLC (dba: Shoreline Scenic Boat Tours)

By: _____

STATE OF WISCONSIN :
: SS.
COUNTY OF DOOR :

Personally came before me this ____ day of _____, 2023, the above-named (Insert Person's Name) the (Insert Title) of (Insert Business Name), a Wisconsin corporation, to me known to be the president of that corporation and the person who executed the foregoing instrument and acknowledged the same as to the act of that corporation by its authority.

*

Notary Public, State of Wisconsin

My Commission: _____

EXHIBIT A
MAP OF LEASED PROPERTY
W

DRAFT