



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA  
TUESDAY, JUNE 6, 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. Proclamation for Open Door Pride.
6. Public Comment on agenda items only.
7. Consideration of the following bills: General Fund – \$107,587.25, Capital Fund - \$298,506.86, Cable TV - \$5,442.42, TID #7 - \$527.00, TID #4 - \$650.00, Solid Waste Enterprise Fund - \$2,079.52, and Compost Site Enterprise Fund - \$214.40 for a grand total of \$415,007.45. [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 5/16/23 regular Common Council minutes.
  - \* b. Place the following minutes on file:
    - (1) Joint Parks & Recreation Committee/Board – 4/27/23
    - (2) Finance/Purchasing & Building Committee – 5/9/23
    - (3) Local Arts Board – 5/10/23
    - (4) City Plan Commission – 5/17/23
    - (5) Joint Review Board – 5/22/23
  - \* c. Consideration of: Approval of beverage operator licenses.
  - \* d. Consideration of: Approval of Class B Beer license.
  - \* e. Consideration of: Approval of Class A Beer and Class A Liquor license.
  - \* f. Consideration of: Approval of Sidewalk Café Permit for Stone Harbor Resort.
  - \* g. Consideration of: Approval of Annual “Class B” Combination licenses, Class “B” Beer licenses, “Class A” Combination licenses, Class “A” Liquor licenses, “Class C” Wine licenses, Class B Combination license (300 seat.)
9. Mayoral Appointments.

10. Parks & Recreation Committee/Board recommendation re: Approve the Updated Fishing Tournament Rule to begin on January 1, 2024.
11. Finance/Purchasing & Building Committee recommendation re: Accept the bid from Valley Sealcoat, Inc. for the Otumba Park Tennis Court Resurfacing in an amount not to exceed \$49,994.
12. Finance/Purchasing & Building Committee recommendation re: Approve the Consulting Services Agreement with Stantec in the amount of \$58,000.
13. Finance/Purchasing & Building Committee recommendation re: Approve the hiring of Cedar Corp for engineering services for Industrial Flex Building in Sturgeon Bay Industrial Park.
14. Finance/Purchasing & Building Committee recommendation re: Approve the hiring of R.W. Baird for consulting services for the creation of TID #9.
15. Consideration of: Award Contract for Project 2303-Street Crack Sealing Program.
16. Consideration of: Temporary Use for Healthy Way Market for Portable Seating Structure.
17. Consideration of: Temporary Use for Healthy Way Market – Walk-in Cooler.
18. City Administrator report.
19. Mayor's report.
20. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 6/2/2023

Time: 12:00 Noon

By: Raunio S.

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.





## *Proclamation*

**WHEREAS**, lesbian, gay, bisexual, transgender, queer, intersex, and asexual citizens and citizens of all orientations and identities (LGBTQIA+) work and live with Pride in all of Door County and the City Sturgeon Bay; and

**WHEREAS**, many LGBTQIA+ people are visitors to and are welcomed in Sturgeon Bay each year; and

**WHEREAS**, LGBTQIA+ citizens and visitors have immeasurable impact on the cultural, civic, and economic success of our community; and

**WHEREAS**, LGBTQIA+ citizens of Sturgeon Bay have historically faced significant challenges as they strive toward equality. It is essential to acknowledge that the need for education and awareness remains vital to end discrimination and prejudice; and

**WHEREAS**, LGBTQIA+ citizens deserve to know their City stands beside them and embraces this opportunity to take action and engage in dialogue to strengthen alliances, build acceptance, and advance equal rights; and

**WHEREAS**, the City of Sturgeon Bay endeavors to be a safe, supportive, and welcoming place, free from discrimination, for all to live, work, and visit; and

**WHEREAS**, all citizens of Sturgeon Bay affirm and take pride in the breadth and diversity of their community and celebrate what is held in common and in difference.

**NOW THEREFORE**, I, David J. Ward, Mayor of the City of Sturgeon Bay, Wisconsin do hereby proclaim, in support of our LGBTQIA+ community, that in the City of Sturgeon Bay the month of June 2023, shall be known as:

**“OPEN DOOR PRIDE MONTH”**

  
\_\_\_\_\_  
David J. Ward, Mayor

INVOICES DUE ON/BEFORE 06/06/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL FUND				
REVENUE				
R0001778	A BOAT TIME	SIDEWALK CAFE REFND/ABOAT TIME	01-000-000-44140	220.00
R0001780	NICOLE PETERSON	SHELTER FEE REFND/N PETERSON	01-000-000-46300	70.00
R0001780		SHELTER FEE REFND/N PETERSON	01-000-000-24214	3.50
R0001780		SHELTER FEE REFND/N PETERSON	01-000-000-24215	0.35
TOTAL REVENUE				293.85
TOTAL GENERAL FUND				293.85
LAW/LEGAL				
16555	PINKERT LAW FIRM, LLP	04/23 TRAFFIC MATTERS	01-110-000-55010	5,300.00
16555		04/23 ROSE KOLSKI	01-110-000-55010	475.00
AMUNDSEN	AMUNDSEN DAVIS, LLC	04/23 GENERAL LEGAL MATTERS	01-110-000-55010	598.00
AMUNDSEN		04/23 RIGHT OF WAY-RUENGER	01-110-000-55010	520.00
TOTAL				6,893.00
TOTAL LAW/LEGAL				6,893.00
CITY CLERK-TREASURER				
03330	VALERIE CLARIZIO	MEAL EXPENSE/CLARIZIO	01-115-000-55600	25.30
USBANK	US BANK	HOTEL /CLARIZIO	01-115-000-55600	90.00
USBANK		HOTEL /CLARIZIO-CR	01-115-000-55600	-90.00
USBANK		HOTEL /CLARIZIO	01-115-000-55600	180.00
USBANK		GB SHRM CONF	01-115-000-55600	25.00
TOTAL				230.30
TOTAL CITY CLERK-TREASURER				230.30
ADMINISTRATION				
17700	QUILL CORPORATION	4 CERTIFICATE FRAMES	01-120-000-51950	78.36
USBANK	US BANK	FUEL	01-120-000-55600	50.83
USBANK		LODGING/VANLIESHOUT	01-120-000-55600	346.10
USBANK		SUPPLIES/STAFF EVENT	01-120-000-55600	49.24
USBANK		COAT RACK/CS RM	01-120-000-54999	25.98
TOTAL				550.51
TOTAL ADMINISTRATION				550.51
COMPUTER				
02975	CAMERA CORNER	CAMERA TROUBLESHOOT/REPLACE	01-125-000-55550	415.00
02975		2 PAXTON READERS	01-125-000-55550	504.00
02975		READER REPLACEMENT	01-125-000-55550	287.50
HARRIS	HARRIS COMPUTER SYSTEMS	ANNUAL HOSTING FEE	01-125-000-55550	2,250.00
HARRIS		HOSTING USER PROFILE ANNL FEE	01-125-000-55550	1,500.00
HARRIS		HOSTING SERVER INSTALL/SET UP	01-125-000-55550	1,000.00
HARRIS		USER PROFILE INSTALL	01-125-000-55550	500.00
HEARTBUS	HEARTLAND BUSINESS SYSTEMS,LLC	HBS FLEX SERVICES	01-125-000-55550	15,000.00
USBANK	US BANK	SSL CERT-PALO ALTO FIREWALL	01-125-000-55550	349.95
USBANK		SSL CERT-PALO ALTO FIREWALL	01-125-000-55550	349.95
USBANK		SSL CERT-PALO ALTO FIREWALL CR	01-125-000-55550	-349.95
USBANK		FUEL/MTAW CONF	01-125-000-55550	48.33
USBANK		ZOOM	01-125-000-55550	63.99
TOTAL				21,918.77
TOTAL COMPUTER				21,918.77

DATE: 05/30/2023  
TIME: 14:55:00  
ID: AP4430ZN

CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 06/06/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
CITY ASSESSOR				
ASSO APP	ASSOCIATED APPRAISALS	06/23 CONTRACT	01-130-000-55010	4,916.67
		TOTAL		4,916.67
		TOTAL CITY ASSESSOR		4,916.67
BUILDING/ZONING CODE ENFORCEMT				
23617	DATCP	W/M CONTRACT INSPECTION	01-140-000-58700	3,200.00
		TOTAL		3,200.00
		TOTAL BUILDING/ZONING CODE ENFORCEMT		3,200.00
MUNICIPAL SERVICES ADMIN.				
USBANK	US BANK	CELL PHONE-CITY ENGINEER	01-145-000-58250	38.55
		TOTAL		38.55
		TOTAL MUNICIPAL SERVICES ADMIN.		38.55
PUBLIC WORKS ADMINISTRATION				
USBANK	US BANK	CELL PHONE-STEVE/MIKE	01-150-000-58250	77.10
		TOTAL		77.10
		TOTAL PUBLIC WORKS ADMINISTRATION		77.10
CITY HALL				
08280	HILL BUILDING MAINTENANCE INC	WINDOW CLEANING	01-160-000-58999	283.25
19880	STURGEON BAY UTILITIES	421 MICHIGAN STREET	01-160-000-56150	2,338.83
19880		421 MICHIGAN STREET	01-160-000-58650	196.22
23730	WPS	05/23 421 MICHIGAN ST	01-160-000-56600	825.70
USBANK	US BANK	TOILET SEAT	01-160-000-51850	96.46
WARNER	WARNER-WEXEL LLC	CLEANING SUPPLIES	01-160-000-51850	75.77
		TOTAL		3,816.23
		TOTAL CITY HALL		3,816.23
POLICE DEPARTMENT				
15890	PACK AND SHIP PLUS	CRIME LAB SHIPPING	01-200-000-57250	14.62
22800	WALMART	MISC OFFICE ITEMS	01-200-000-51950	23.81
SIRSPEED	SIR SPEEDY	QUARANTINE ORDER FORMS	01-200-000-51600	258.49
USBANK	US BANK	OFFICE SUPPLIES	01-200-000-51950	51.68
		TOTAL		348.60
		TOTAL POLICE DEPARTMENT		348.60
POLICE DEPARTMENT/PATROL				
03133	CELLCOM WISCONSIN RSA 10	04/23 CRADELPOINT PORT SEC CAM	01-215-000-58999	53.67
04696	DOOR COUNTY TREASURER	04/23 FUEL	01-215-000-51650	3,786.92
19880	STURGEON BAY UTILITIES	SUNSET PRK BT LAUNCH	01-215-000-56150	19.25
19880		110 S NEENAH AVE CAMERA	01-215-000-56150	16.73
19880		SHORECREST RD CAMERA	01-215-000-56150	15.12
22800	WALMART	MISC DIVE CLASS ITEMS	01-215-000-54999	77.32
GANDER	LOUIS GANDER	TRAINING MEAL EXPENSE/GANDER	01-215-000-55600	13.00

INVOICES DUE ON/BEFORE 06/06/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
POLICE DEPARTMENT/PATROL				
GANDER		TRAINING MEAL EXPENSE/GANDER	01-215-000-55600	9.91
HAJNY	JOHN HAJNY	CONF MEAL EXPENSE/HAJNY	01-215-000-55600	41.29
NELSON	NELSON & ASSOCIATES LLC	UNDERVEST/DADAM	01-215-000-52900	123.00
NELSON		ASSORTED OFFICER ITEMS	01-215-000-52900	1,292.05
NELSON		MOUNT/POUCHES-LOVAS	01-215-000-52900	173.41
PATRIOT	PATRIOT MOTOR STURGEON BAY LLC	VEHICLE MAINTENANCE/SQ 60	01-215-000-58600	59.36
SWIT	SWITS	INTERPRETATION	01-215-000-58999	259.00
USBANK	US BANK	TRAINING MEAL EXP/HOUGAARD	01-215-000-55600	16.52
USBANK		TRAINING MEAL EXP/HOUGAARD	01-215-000-55600	12.99
USBANK		TRAINING MEAL EXP/HOUGAARD	01-215-000-51650	50.20
USBANK		TRAINING MEAL EXP/HOUGAARD	01-215-000-55600	19.01
USBANK		TRAINING MEAL EXP/HOUGAARD	01-215-000-55600	10.02
USBANK		TRAINING LODGING/HOUGAARD	01-215-000-55600	202.06
USBANK		CR SALES TAX LODGING/HOUGAARD	01-215-000-55600	-22.06
USBANK		AMMO COLLECTOR/CLEANUP	01-215-000-51050	756.74
USBANK		LODGING/JENNERJOHN	01-215-000-55600	90.00
USBANK		FUEL	01-215-000-51650	38.70
USBANK		FUEL	01-215-000-51650	60.31
USBANK		COURSE REGISTRATION/HAJNY	01-215-000-55600	250.00
USBANK		INSTRUCT DEVLOP/HAJNY	01-215-000-55600	365.00
USBANK		INSTRUCT DEVLOP/HAJNY/SVC FEE	01-215-000-55600	10.40
USBANK		FVTC REG SRO CONF/JENNRJOHN	01-215-000-55600	303.70
USBANK		FUEL	01-215-000-51650	38.71
TOTAL				8,142.33
TOTAL POLICE DEPARTMENT/PATROL				8,142.33
POLICE DEPT. / INVESTIGATIONS				
USBANK	US BANK	DRUG SCALE-EVIDENCE ROOM	01-225-000-51500	274.00
TOTAL				274.00
TOTAL POLICE DEPT. / INVESTIGATIONS				274.00
FIRE DEPARTMENT				
FIRE DEPARTMENT				
04575	DOOR COUNTY HARDWARE	3 WAY	01-250-000-54999	2.59
04575		PAINT SUPPLIES/CAULKGUN/GLUE	01-250-000-54999	33.16
04575		WIRE	01-250-000-54999	39.98
04575		CABLETIE/ELECTRICAL TAPE	01-250-000-54999	25.97
04696	DOOR COUNTY TREASURER	04/23 FUEL CHARGES	01-250-000-51650	755.60
15890	PACK AND SHIP PLUS	SHIPPING-RADIO	01-250-000-57550	16.11
16570	PIONEER FIRE COMPANY	TECHNICAL RESCUE TRAIN SUPPLIE	01-250-000-55600	338.99
19880	STURGEON BAY UTILITIES	MARTIN PARK RESTROOM	01-250-000-56675	6.22
19880		421 MICHIGAN STREET	01-250-000-56675	133.25
19880		TRUCK FILL	01-250-000-56675	41.99
19880		MEM FLD WARMING HOUSE	01-250-000-56675	49.73
19880		835 N 14TH AVE	01-250-000-56675	49.73
19880		GARLAND PARK	01-250-000-56675	6.22
19880		SUNSET CONSN CNTR	01-250-000-56675	49.73
19880		FRANK GRASSE MEM SHELTER	01-250-000-56675	15.54
19880		OTUMBA PARK	01-250-000-56675	6.22
19880		WEST SIDE WARMING HOUSE	01-250-000-56675	6.22
19880		WEST SIDE FIRE STATION	01-250-000-56675	49.73
19880		WEST SIDE FIRE STATION	01-250-000-56150	93.70
19880		WEST SIDE FIRE STATION	01-250-000-58650	93.63
19880		38 S NEENAH AVE PAVILLION	01-250-000-56675	6.22
19880		38 S NEENAH AVE RESTROOM	01-250-000-56675	31.08
19880		WEST SIDE BALLFLD LTS	01-250-000-56675	31.08
19880		GIRLS LITTLE LEAGUE	01-250-000-56675	49.73
19880		FIRE TRAINING SITE	01-250-000-56150	14.10
19880		FIRE TRAINING SITE	01-250-000-56675	6.22
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



INVOICES DUE ON/BEFORE 06/06/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
FIRE DEPARTMENT				
FIRE DEPARTMENT				
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 PARK	01-250-000-56675	15.54
20725	T R COCHART TIRE CENTER	VEHICLE WINCH REPAIR	01-250-000-53000	215.00
APEX	APEX SAFETY AND COMPLIANCE LLC	TECHNICAL RESCUE TRAINING	01-250-000-55600	4,800.00
GARAGE	GARAGE DOOR SERVICES OF DC	DOOR CABLE REPLACEMENT	01-250-000-56250	147.00
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	WIPER BLADE/CAPSULE	01-250-000-53000	204.42
O'REILLY		MUD FLAP	01-250-000-53000	12.75
O'REILLY		DISCONNECT/WIRE TIE	01-250-000-53000	20.18
PATRIOT	PATRIOT MOTOR STURGEON BAY LLC	AIR CONDITIONER REPAIR	01-250-000-53000	1,101.59
PAULCONW	PAUL CONWAY SHIELDS	QUICK COUPLING FILL	01-250-000-51350	435.00
PAULCONW		FREIGHT	01-250-000-51350	28.06
PAULCONW		QC CYLINDER QUICK COUPLING	01-250-000-51350	72.07
UL LLC	UL LLC	VEHICLE SERVICES-REINSPECTION	01-250-000-56250	189.00
USBANK	US BANK	OFFICE POWERSTRIPS	01-250-000-51950	44.68
USBANK		CALCULATOR	01-250-000-51950	71.37
USBANK		BADGER HOLDERS	01-250-000-51950	28.97
USBANK		WHITE BOARD	01-250-000-51950	85.96
USBANK		CAR RENTAL	01-250-000-55600	203.98
USBANK		HOTEL	01-250-000-55600	359.34
USBANK		BAGGAGE TICKET	01-250-000-55600	30.00
USBANK		BAGGAGE TICKET	01-250-000-55600	30.00
USBANK		MEAL EXPENSE	01-250-000-55600	18.15
USBANK		MEAL EXPENSE	01-250-000-55600	63.82
USBANK		MEAL EXPENSE	01-250-000-55600	18.95
USBANK		FUEL	01-250-000-51650	55.18
USBANK		DATA	01-250-000-58250	619.24
USBANK		DIVE TRAINING/TEST	01-250-000-55600	552.45
USBANK		SUPPLIES	01-250-000-51950	2.68
USBANK		CLEANING SUPPLIES	01-250-000-54999	17.71
USBANK		WI DSPS	01-250-000-56000	120.00
USBANK		WI DSPS SVC FEE	01-250-000-56000	2.40
USBANK		WI DSPS SVC FEE	01-250-000-56000	1.60
USBANK		WI DSPS	01-250-000-56000	80.00
USBANK		UNIFORM PANTS	01-250-000-52900	135.92
USBANK		UNIFORM BOOTS	01-250-000-52900	99.96
USBANK		HOTEL -WATEROUS PUMP TRAINING	01-250-000-55600	475.76
USBANK		ASSORTED SUPPLIES	01-250-000-53000	159.01
USBANK		PENNSYLVANINA TOLL	01-250-000-55600	9.82
USBANK		WINDOW DECAL	01-250-000-51950	52.58
USBANK		BROCHURE HOLDER	01-250-000-51950	32.88
USBANK		SCREEN PROTECTOR/PHONE HOLDER	01-250-000-51950	25.97
USBANK		ONLINE EMPLOYEE TRAINING	01-250-000-55600	150.00
USBANK		AIRPORT PARKING	01-250-000-55600	32.00
USBANK		FUEL	01-250-000-51650	53.24
USBANK		FUEL	01-250-000-51650	53.16
USBANK		FUEL	01-250-000-51650	50.99
USBANK		WATEROUS PUMP CLASS/MEALS	01-250-000-55600	45.34
USBANK		WATEROUS PUMP CLASS/MEALS	01-250-000-55600	9.70
USBANK		WATEROUS PUMP CLASS/MEALS	01-250-000-55600	40.80
USBANK		WATEROUS PUMP CLASS/MEALS	01-250-000-55600	40.32
USBANK		WATEROUS PUMP CLASS/MEALS	01-250-000-55600	35.66
USBANK		WATEROUS PUMP CLASS/MEALS	01-250-000-55600	7.69
USBANK		UNIFORM LABELS	01-250-000-54999	5.82
USBANK		SHOWER LINER/ROD	01-250-000-54999	17.94
USBANK		OFFICE SUPPLIES	01-250-000-51950	1.34
USBANK		SHOWER LINER	01-250-000-51950	9.96
WARNER	WARNER-WEXEL LLC	2 FOAM DISPENSERS	01-250-000-54999	10.58
WARNER		1 FOAM HANDSOAP	01-250-000-54999	75.74
WARNER		CAN LINERS	01-250-000-54999	49.33
WARNER		TOLIET PAPER-WS FIRE	01-250-000-54999	56.58
TOTAL FIRE DEPARTMENT				13,521.31
TOTAL FIRE DEPARTMENT				13,521.31

INVOICES DUE ON/BEFORE 06/06/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
STREET SWEEPING				
13330	MELVILLE RADIATOR AND REPAIR	STREET SWEEPR A/C TROUBLESHOOT	01-330-000-51400	107.50
R0000655	TRANSMOTION, LLC	HOSE	01-330-000-51400	330.51
R0000655		FITTING	01-330-000-51400	178.94
TOTAL				616.95
TOTAL STREET SWEEPING				616.95
ROADWAYS/STREETS				
14826	NORTHEAST ASPHALT, INC.	10.31 T COLD MIX	01-400-000-52200	1,489.80
TOTAL				1,489.80
TOTAL ROADWAYS/STREETS				1,489.80
STREET SIGNS AND MARKINGS				
19275	SHERWIN WILLIAMS	STRAINER/FILTER	01-420-000-52100	71.79
TOTAL				71.79
TOTAL STREET SIGNS AND MARKINGS				71.79
CURB/GUTTER/SIDEWALK				
10750	PREMIER CONCRETE INC	CONCRETE	01-440-000-51200	76.00
TOTAL				76.00
TOTAL CURB/GUTTER/SIDEWALK				76.00
STREET MACHINERY				
04545	DOOR COUNTY COOPERATIVE/NAPA	TAIL LIGHT	01-450-000-53000	9.24
04545		CLEVIS ASSEMBLY	01-450-000-52150	37.09
04545		WRENCH	01-450-000-52150	53.94
04575	DOOR COUNTY HARDWARE	NOZZLE	01-450-000-52150	17.98
04575		SCOOP	01-450-000-52700	41.99
04575		WASHER	01-450-000-52150	7.99
04575		PEA GRAVEL	01-450-000-52150	24.97
04575		CREDIT RETURN	01-450-000-52150	-24.97
04575		FASTENERS	01-450-000-52150	16.45
04575		DRILL BITS	01-450-000-52700	8.59
04575		TIE DOWN/TOOLBOX	01-450-000-52150	66.98
04696	DOOR COUNTY TREASURER	04/23 486.69 G FUEL	01-450-000-51650	1,553.03
04696		04/23 555.88 G DSL FUEL	01-450-000-51650	1,979.49
08225	HERLACHE SMALL ENGINE	PARTS	01-450-000-52150	4.23
ADVAUTO	GENERAL PARTS DISTRIBTION LLC	LUBE	01-450-000-52150	12.54
ADVAUTO		BRAKE CLEANER	01-450-000-52150	164.49
ADVAUTO		OIL	01-450-000-52150	246.46
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	BRAKE PARTS	01-450-000-53000	39.18
O'REILLY		BRAKE PARTS	01-450-000-53000	541.67
O'REILLY		CREDIT	01-450-000-53000	-80.00
O'REILLY		FASTENER RMVR	01-450-000-53000	14.99
O'REILLY		DIFF COVER	01-450-000-53000	36.00
O'REILLY		GEAR OIL	01-450-000-53000	67.96
O'REILLY		OIL/FILTER	01-450-000-53000	89.58
O'REILLY		OIL FILTER	01-450-000-53000	39.08
O'REILLY		BALL MOUNT/HITCH BALL	01-450-000-53000	59.98
QUALITY	QUALITY TRUCK CARE CENTER INC	MUFFLER	01-450-000-53000	357.40
USBANK	US BANK	TRUCK TOW TO GREEN BAY	01-450-000-58999	666.25
USBANK		BRAKE CHAMBER	01-450-000-53000	101.10
TOTAL				6,153.68

DATE: 05/30/2023  
TIME: 14:55:00  
ID: AP4430ZN

CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 06/06/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
STREET MACHINERY				
TOTAL STREET MACHINERY				6,153.68
CITY GARAGE				
19880	STURGEON BAY UTILITIES	SALT SHED	01-460-000-56150	13.39
19880		835 N 14TH AVE	01-460-000-56150	697.16
19880		835 N 14TH AVE	01-460-000-58650	81.64
USBANK	US BANK	CASTERS	01-460-000-54999	122.99
VIKING	VIKING ELECTRIC SUPPLY, INC	SMOKE TEST TESTER	01-460-000-54999	87.48
TOTAL				1,002.66
TOTAL CITY GARAGE				1,002.66
HIGHWAYS - GENERAL				
19880	STURGEON BAY UTILITIES	808 S DULUTH AVE	01-499-000-58000	15.92
19880		1536 EGG HARBR RD TRFFC LIGHT	01-499-000-58000	26.54
19880		N 14TH & EGG HRBR TRFFC LITE	01-499-000-58000	32.11
19880		2 TRFFC WARNING LIGHTS	01-499-000-58000	8.25
19880		MADISON AVE WS TRFFC LITES	01-499-000-58000	123.71
19880		342 ORNAMENTAL ST LIGHTS	01-499-000-58000	4,945.89
19880		593 OVERHEAD ST LIGHTS	01-499-000-58000	6,488.95
19880		S LANNSING & W WALNUT SIGN	01-499-000-58000	8.84
19880		1ST AVE EAST SIDE DOCK	01-499-000-58000	27.97
19880		OLD HWY RD SIGN	01-499-000-58000	16.33
TOTAL				11,694.51
TOTAL HIGHWAYS - GENERAL				11,694.51
PARK & RECREATION ADMIN				
17700	QUILL CORPORATION	OFFICE SUPPLIES	01-500-000-51950	63.24
17700		OFFICE SUPPLIES	01-500-000-51950	43.80
USBANK	US BANK	CELL PHONE-PHIL/RYAN	01-500-000-58250	77.10
TOTAL				184.14
TOTAL PARK & RECREATION ADMIN				184.14
PARKS AND PLAYGROUNDS				
01675	AQUARIUS SYSTEMS	SAFETY BOOT REIMBUSE/WILZ	01-510-000-56800	62.50
03025	CAPTAIN COMMODES INC	PORT A POTTI-DOG PARK	01-510-000-58999	110.00
04696	DOOR COUNTY TREASURER	04/23 281.28 G FUEL	01-510-000-51650	897.56
04696		04/23 35.2 G DSL FUEL	01-510-000-51650	125.35
06012	FASTENAL COMPANY	HARDWARE	01-510-000-54999	23.67
06012		ROUND STOCK	01-510-000-54999	14.93
12100	LAMPERT YARDS INC	LUMBER/SEALANT	01-510-000-51800	24.55
19880	STURGEON BAY UTILITIES	349 MICHIGAN ST CHARGING STATN	01-510-000-56150	81.39
19880		MARTIN PARK PAVILLION	01-510-000-56150	15.11
19880		MARTIN PARK RESTROOM	01-510-000-58650	18.52
19880		MEM FLD WARMING HOUSE	01-510-000-56150	90.32
19880		MEM FLD WARMING HOUSE	01-510-000-58650	65.76
19880		GARLAND PARK	01-510-000-56150	13.39
19880		GARLAND PARK	01-510-000-58650	17.76
19880		SUNSET CONSN CNTR	01-510-000-56150	159.45
19880		SUNSET CONSN CNTR	01-510-000-58650	52.16
19880		FRANK GRASSE MEM SHELTER	01-510-000-56150	44.65
19880		FRANK GRASSE MEM SHELTER	01-510-000-58650	30.33
19880		OTUMBA PARK	01-510-000-56150	20.67
19880		OTUMBA PARK	01-510-000-58650	41.20
19880		WEST SIDE WARMING HOUSE	01-510-000-56150	124.08

INVOICES DUE ON/BEFORE 06/06/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
PARKS AND PLAYGROUNDS				
19880		WEST SIDE WARMING HOUSE	01-510-000-58650	18.52
19880		MADISON AVE CHARGING STATION	01-510-000-56150	13.39
19880		JAYCEES BALLFLD STND	01-510-000-56150	13.39
19880		3RD AVE POWER PANEL	01-510-000-56150	13.39
19880		421 MICHIGAN FLAG LIGHT	01-510-000-56150	29.44
19880		MEM FLD PKG LOT	01-510-000-56150	13.39
19880		WEST SIDE BALLFLD LTS	01-510-000-58650	18.00
19880		MEM FLD COMPLEX	01-510-000-56150	928.24
19880		GIRLS LITTLE LEAGUE	01-510-000-58650	56.69
19880		OTUMBA PRK WALKWAY	01-510-000-56150	16.12
19880		QUINCY ST BALLFLD	01-510-000-58650	27.00
19880		1ST AVE CHARGING STATION	01-510-000-56150	68.51
19880		SIGN SHED	01-510-000-56150	36.95
19880		SIGN SHED	01-510-000-58650	17.76
19880		CHERRY BLOSSOM PARK	01-510-000-56150	19.86
19880		CHERRY BLOSSOM PARK	01-510-000-58650	25.79
ACDC	AC/DC METAL SOLUTIONS	EXPANDED METAL	01-510-000-53000	398.00
ADVAUTO	GENERAL PARTS DISTRIBTION LLC	TRAILER PARTS	01-510-000-53000	191.28
R0001539	JACKSON LINDEMANN	WORK BOOT/J LINDEMANN	01-510-000-56800	62.50
SALZ	SALZSIEDER LANDSCAPE & NURSERY	STUMP GRINDING-707 GEORGIA	01-510-000-58450	75.00
SALZ		STUMP GRINDING-OTUMBA	01-510-000-58450	100.00
USBANK	US BANK	5 PLUM TREES	01-510-000-58450	263.70
USBANK		SHOVELS	01-510-000-54999	59.64
USBANK		CORD WHEEL	01-510-000-54999	28.44
USBANK		PRESSURE GAUGE	01-510-000-53000	7.99
USBANK		FUEL	01-510-000-51650	86.40
USBANK		FUEL	01-510-000-51650	72.12
USBANK		2 HI VIS SWEATSHIRTS/HESLER	01-510-000-58600	100.50
USBANK		SIGNS	01-510-000-54999	17.98
VIKING	VIKING ELECTRIC SUPPLY, INC	LIGHTS	01-510-000-54999	151.02
TOTAL				4,964.36
TOTAL PARKS AND PLAYGROUNDS				4,964.36
BALLFIELDS				
BALLFIELDS				
HORST	HORST DISTRIBUTING	PRO MOUND	01-520-000-54999	49.70
HORST		MOUND CLAY	01-520-000-54999	37.80
HORST		PC RED	01-520-000-54999	157.50
HORST		CHALK	01-520-000-54999	71.70
TOTAL BALLFIELDS				316.70
TOTAL BALLFIELDS				316.70
MUNICIPAL DOCKS				
19880	STURGEON BAY UTILITIES	36 S NEENAH PKG LOT LITES	01-550-000-56150	134.95
19880		38 S NEENAH AVE PAVILLION	01-550-000-56150	98.18
19880		38 S NEENAH AVE PAVILLION	01-550-000-58650	18.52
19880		38 S NEENAH AVE RESTROOM	01-550-000-56150	124.15
19880		38 S NEENAH AVE RESTROOM	01-550-000-58650	100.41
TOTAL				476.21
TOTAL MUNICIPAL DOCKS				476.21
WATER WEED MANAGEMENT				
01675	AQUARIUS SYSTEMS	FUEL TANK	01-560-000-56250	1,617.00
01675		SHIPPING	01-560-000-56250	23.25
01675		KNIFE BLADES	01-560-000-51400	107.50
KEY	KEY INDUSTRIAL PLASTICS, INC.	WEAR STRIPS	01-560-000-51400	904.68
TOTAL				2,652.43



INVOICES DUE ON/BEFORE 06/06/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
WATER WEED MANAGEMENT				
TOTAL WATER WEED MANAGEMENT				2,652.43
WATERFRONT PARKS & WALKWAYS				
19880	STURGEON BAY UTILITIES	92 E MAPLE STREET	01-570-000-56150	21.63
19880		DC MUSEUM WALKWAY	01-570-000-56150	38.05
19880		DC MUSEUM PKG LOT	01-570-000-56150	64.12
19880		JUNIPER ST WALKWAY LITES	01-570-000-56150	25.27
19880		W JUNIPER ST DOCK	01-570-000-56150	21.66
19880		PENNSYLVANIA ST DOCK	01-570-000-58650	11.40
19880		48 KENTUCKY ST WTRFRONT	01-570-000-56150	56.62
19880		92 E MAPLE STREET	01-570-000-58650	12.29
19880		1ST AVE MARINA/RESTROOM	01-570-000-56150	385.75
19880		1ST AVE MARINA/RESTROOM	01-570-000-58650	52.91
19880		KENTUCKY ST CITY PKG RAMP	01-570-000-56150	67.01
19880		KENTUCKY ST CITY MARINA	01-570-000-58650	27.66
R0000985	SULLYS THUMBS UP PRODUCE	WATERFRONT FLOWERS	01-570-000-51750	266.00
TOTAL				1,050.37
TOTAL WATERFRONT PARKS & WALKWAYS				1,050.37
COMMUNITY & ECONOMIC DEVLPMT				
USBANK	US BANK	BAGGAGE CLAIM	01-900-000-55600	35.00
TOTAL				35.00
TOTAL COMMUNITY & ECONOMIC DEVLPMT				35.00
TOTAL GENERAL FUND				95,005.82
CAPITAL FUND				
GENERAL EXPENDITURES				
13133	MARTELL CONSTRUCTION INC	BILLABLE-KS ENERGY SVC	10-199-000-51525	79,944.40
13133		BILLABLE-DEGROOT	10-199-000-51525	2,278.85
13133		BILLABLE-J SLAVIK	10-199-000-51525	660.71
13133		BILLABLE-J ADAMS	10-199-000-51525	150.23
13133		BILLABLE-J HIPPENSTEEL	10-199-000-51525	510.76
13133		BILLABLE-E BINNARD	10-199-000-51525	924.04
13133		BILLABLE-R SHEESLEY	10-199-000-51525	964.18
TOTAL				85,433.17
TOTAL GENERAL EXPENDITURES				85,433.17
PATROL				
PATROL				
AMPLITEL	AMPLITEL TECHNOLOGIES, LLC	PORT SECURITY CAMERAS	10-215-000-59000	3,792.74
DIVE	DIVE RIGHT IN SCUBA, INC	MISC DIVE TEAM ITEMS	10-215-000-59999	424.75
TOTAL PATROL				4,217.49
TOTAL PATROL				4,217.49
FIRE DEPARTMENT				
EXPENSE				
PATS	DEBBIE DERENNE	2 WINCH COVERS-BRUSH TRK	10-250-000-59060	470.00
USBANK	US BANK	HITCH B717	10-250-000-59060	318.60
TOTAL EXPENSE				788.60
TOTAL FIRE DEPARTMENT				788.60

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CITY OF STURGEON BAY  
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INVOICES DUE ON/BEFORE 06/06/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAPITAL FUND				
ROADWAYS/STREETS				
ROADWAYS/STREETS				
10750	PREMIER CONCRETE INC	OAK ST PRK LOT APRON/SIDEWLK	10-400-000-59100	1,620.00
BROCK	BROCK WHITE COMPANY, LLC	DOWELS-JEFFERSON ST	10-400-000-59095	1,935.00
BROCK		DOWELS-JEFFERSON ST	10-400-000-59095	209.00
TOTAL ROADWAYS/STREETS				3,764.00
TOTAL ROADWAYS/STREETS				3,764.00
CURB/GUTTER/SIDEWALK				
EXPENSE				
13133	MARTELL CONSTRUCTION INC	CITY PORTION PRJCT 2301A	10-440-000-59102	145,796.54
GATTENOR	GAT TENOR	CAUTION TAPE/CUTTING BLADE	10-440-000-59102	237.36
TOTAL EXPENSE				146,033.90
TOTAL CURB/GUTTER/SIDEWALK				146,033.90
PARKS AND PLAYGROUNDS				
PARKS AND PLAYGROUNDS				
04545	DOOR COUNTY COOPERATIVE/NAPA	100# GRASS SEED	10-510-000-59075	299.00
04545		SEEDING MULCH	10-510-000-59075	92.94
04545		100# GRASS SEED	10-510-000-59075	299.00
10750	PREMIER CONCRETE INC	OTUMBA SIDEWALKS	10-510-000-59075	1,092.40
13133	MARTELL CONSTRUCTION INC	OTUMBA PLYGRND CONCRETE WORK	10-510-000-59075	32,740.00
FORTRESS	FORTRESS FENCE	OTUMBA PLYGRND TEMP FENCE	10-510-000-59075	6,280.00
FRANDA	FRANDA BUILDERS LLC	SOFFITT/FASCIA REPLACE MEM FLD	10-510-000-59015	12,946.36
FRANDA		GUTTERS/DRAINSPOUTS	10-510-000-59015	1,460.00
PETERS	PETERS CONCRETE CO	PROJECT 2302 PR#2-FINAL	10-510-000-59075	3,060.00
TOTAL PARKS AND PLAYGROUNDS				58,269.70
TOTAL PARKS AND PLAYGROUNDS				58,269.70
TOTAL CAPITAL FUND				298,506.86
CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
MANN	MANN COMMUNICATIONS, LLC	06.06.23 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 #7 DISTRICT				
TID #7 DISTRICT				
TID #7 DISTRICT				
16354	PENINSULA TITLE	SEARCH FEE/COPY CHARGE	23-370-000-58999	527.00
TOTAL TID #7 DISTRICT				527.00
TOTAL TID #7 DISTRICT				527.00
TOTAL TID #7 DISTRICT				527.00
TID #4 DISTRICT				
TID #4 DISTRICT				
TID #4 DISTRICT				
AMUNDSEN	AMUNDSEN DAVIS, LLC	04/23 GRANARY MATTERS	28-340-000-55001	650.00
TOTAL TID #4 DISTRICT				650.00
TOTAL TID #4 DISTRICT				650.00
TOTAL TID #4 DISTRICT				650.00

INVOICES DUE ON/BEFORE 06/06/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
04545	DOOR COUNTY COOPERATIVE/NAPA	AXLE FLANGE	60-000-000-53000	11.97
04696	DOOR COUNTY TREASURER	04/23 580.61 G DSL FUEL	60-000-000-51650	2,067.55
TOTAL SOLID WASTE ENTERPRISE FUND				2,079.52
TOTAL SOLID WASTE ENTERPRISE FUND				2,079.52
TOTAL SOLID WASTE ENTERPRISE				2,079.52
COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
03025	CAPTAIN COMMODOES INC	PORT A POTTI-COMPOST	64-000-000-58999	110.00
19880	STURGEON BAY UTILITIES	MARTIN PARK RESTROOM	64-000-000-58999	2.00
19880		421 MICHIGAN STREET	64-000-000-58999	10.00
19880		MEM FLD WARMING HOUSE	64-000-000-58999	6.00
19880		835 N 14TH AVE	64-000-000-58999	6.00
19880		GARLAND PARK	64-000-000-58999	2.00
19880		SUNSET CONSN CNTR	64-000-000-58999	6.00
19880		FRANK GRASSE MEM SHELTER	64-000-000-58999	2.00
19880		OTUMBA PARK	64-000-000-58999	2.00
19880		WEST SIDE WARMING HOUSE	64-000-000-58999	2.00
19880		WEST SIDE FIRE STATION	64-000-000-58999	6.00
19880		38 S NEENAH AVE PAVILLION	64-000-000-58999	2.00
19880		38 S NEENAH AVE RESTROOM	64-000-000-58999	4.00
19880		WEST SIDE BALLFLD LTS	64-000-000-58999	4.00
19880		GIRLS LITTLE LEAGUE	64-000-000-58999	6.00
19880		COMPOST SITE	64-000-000-56150	14.40
19880		FIRE TRAINING SITE	64-000-000-58999	2.00
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 PARK	64-000-000-58999	2.00
TOTAL COMPOST SITE ENTERPRISE FUND				214.40
TOTAL COMPOST SITE ENTERPRISE FUND				214.40
TOTAL COMPOST SITE ENTERPRISE FUND				214.40
TOTAL ALL FUNDS				402,426.02

**MANUAL CHECKS**

SPECTRUM	\$181.98
05/15/23	
Check # 91879	
04/23 Cable Statement Charges	
01-160-000-58999 & 21-00-000-58999	
AT&T FIRST MOBILITY	\$1,528.13
05/15/23	
Check # 91880	
04/23 Police Cellphone Statement	
01-215-000-58250	
SPECTRUM	\$147.00
05/22/23	
Check # 91962	
04/23 Cable Statement Charges	
01-160-000-58999	
SOUTHERN DOOR SCHOOL DISTRICT	\$195.07
05/22/23	
Check # 91963	
04/23 Mobile Home Tax Payment	
01-000-000-41300	
STURGEON BAY SCHOOL DISTRICT	\$3,845.45
05/22/23	
Check # 91964	
04/23 Mobile Home Tax Payment	
01-000-000-41300	
SUPERIOR VISION INSURANCE	\$889.90
05/22/23	
Check # 91965	
06/23 Vision Insurance	
01-000-000-21540	
SECURIAN FINANCIAL GROUP	\$ 2,663.91
05/24/23	
Check # 91967	
06/23 Life Insurance	
01-600-000-50552	
EMPLOYEE BENEFITS CORP.	\$180.50
05/24/23	
Check # 91968	
FSA/COBRA/PEB	
01-600-000-50510	



SUN LIFE	\$2,360.17
05/24/23	
Check # 91969	
6/23 Short- & Long-Term Disability	
01-1000-000-21545	
US BANK EQUIPMENT FINANCE	\$589.32
05/24/23	
Check # 91670	
05/23 Statement Charges	
01-200-000-55650/	
01-199-000-55650	
<b>TOTAL MANUAL CHECKS</b>	<b>\$12,581.43</b>

DATE: 05/30/2023  
TIME: 14:55:00  
ID: AP4430ZN

CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 06/06/2023

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

GENERAL FUND	95,005.82	<del>107,587.25</del>
CAPITAL FUND	298,506.86	
CABLE TV	5,442.42	
TID #7 DISTRICT	527.00	
TID #4 DISTRICT	650.00	
SOLID WASTE ENTERPRISE	2,079.52	
COMPOST SITE ENTERPRISE FUND	214.40	
TOTAL --- ALL FUNDS	402,426.02	<del>415,007.45</del>

*Delmar Bacon May 30, 2023*  
*Seth Wundtberg 5/30/23*  
*John Ullrich 5/30/23*

COMMON COUNCIL  
May 16, 2023

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

Nault/Gustafson to adopt the agenda. Carried.

The following people spoke during public comment: Chris Kellems, 120 Alabama Street; Kelly Avenson, 933 Colorado Place; John Hauser, 746 Kentucky Street; John Wiese, 1222 Memorial Drive; Mike Langenhorst, 15 Utopia Circle; Marianne Ewig, 6391 Little Harbor Drive; Melanie Jane, 30 N 1<sup>st</sup> Avenue; Chesla Seely Anschutz, 221 N 6<sup>th</sup> Avenue; Kelly Catarozoli, 330 N 3<sup>rd</sup> Avenue.

Laurel Hauser, President of the Sturgeon Bay Historical Society Foundation presented a granary update to the Council.

Bacon/Wiederanders to approve following bills: General Fund – \$325,979.02, Capital Fund - \$102,672.63, ARPA - \$203,500.00, Cable TV - \$99.00, Solid Waste Enterprise Fund - \$32,860.76, and Compost Site Enterprise Fund - \$55.00 for a grand total of \$665,166.41. Roll call: All voted aye. Carried.

Reeths/Nault to approve consent agenda:

- a. Approval of 5/2/23 regular Common Council minutes.
- b. Place the following minutes on file:
  - (1) Finance/Purchasing & Building Committee – 4/25/23
  - (2) Ad Hoc NERR Advisory Committee – 5/10/23
- c. Place the following reports on file:
  - (1) Fire Department Report – March 2023
  - (2) Police Department Report – April 2023
  - (3) Bank Reconciliation – April 2023
  - (4) Revenue & Expense Report – April 2023
- d. Consideration of: Approval of beverage operator licenses.
- e. Consideration of: Approval of Temporary Class B Wine Licenses.
- f. Consideration of: Approval of Temporary Class B Beer and Class B Wine Licenses.
- g. Consideration of: Approval of Class A Beer and Class A Liquor licenses.
- h. Consideration of: Approval of change of premise section to liquor license for Dromhus Door County, LLC.
- i. Consideration of: Approval of Street Closure Application for Destination Sturgeon Bay for Harmony by the Bay.
- j. Consideration of: Approval of Sidewalk Café Permit for Crate.
- k. Consideration of: Approval of Sidewalk Café Permit for Brick Lot Pub.
- l. Consideration of: Approval of Sidewalk Café Permit for Pinky Promise Coffee & Articipation.
- m. Finance/Purchasing & Building Committee recommendation re: Approve the lease between the City and Genesis Behavioral Services for rental of the property located at 911 N 14<sup>th</sup> Avenue.

Carried.

There were no mayoral appointments.

Wiederanders/Gustafson to read in title only and adopt the second reading of ordinance re: Rezone parcel #281-62-08000117, located on Colorado Street and N 6<sup>th</sup> 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. Carried.

## RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the transfer of \$50,000 from excess Cable TV fund revenues to General Fund Operating and Capital Fund Computer budgets.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

Finance Director/City Treasurer Clarizio introduced. Bacon/Reeths to approve. Roll call: All voted aye. Carried.

## RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the acquisition of the stormwater easement from Tall Pines Estates based upon the following terms:

1. There would be no special assessment or other charges applied to the Tall Pines Estates property for the new street bordering their parcel or for sanitary sewer/water extensions.
2. The City will fill the drainage ditch/swale along the north edge of the Tall Pines Estates property and restore it.
3. The City/Sturgeon Bay Utilities will restore the lawn/landscaping within the existing utility easement after the sanitary sewer and water mains are extended through Tall Pines Estates.
4. Street tree species to be planted along the Alabama Place bordering Tall Pines Estates shall be Autumn Blaze Maples or other species approved by Tall Pines Estates.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

Community Development Director Olejniczak introduced. Bacon/Williams to approve. Carried.

## RECOMMENDATION

We, the Finance/Purchasing & Building Committee and Ad Hoc NERR Advisory Committee, hereby recommend to approve the NERR prospectus.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

AD HOC NERR ADVISORY COMMITTEE

By: Mark Holey, Co-Chr.

Mayor Ward introduced. Bacon/Wiederanders to approve. Steps that follow next for submitting the NERR prospectus and timeline on UWGB NERR selection process for the visitor's center were discussed. Carried.

City Administrator VanLieshout gave his report.

Mayor Ward gave his report.

After Mayor Ward announced the statutory basis, Statz/Bacon to convene in closed session in accordance with the following exemptions: a. Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Wis. Stats. 19.85(1)(e).



b. Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. Wis. Stats. 19.85(1)(g). Consideration of: Granary Development Agreement. Roll call: All voted aye. Carried. The meeting moved to closed session at 7:24 pm. The meeting adjourned at 8:25 pm.

Respectfully submitted,

A handwritten signature in blue ink that reads "Laurie A. Spittlemeister". The signature is written in a cursive, flowing style.

Laurie A. Spittlemeister  
Deputy Clerk/Treasurer

CITY OF STURGEON BAY  
 JOINT PARKS AND RECREATION COMMITTEE / BOARD MEETING MINUTES  
 Wednesday, April 27, 2023  
 Council Chambers, City Hall, 421 Michigan Street  
 5:00 P.M.

A meeting of the Joint parks and Recreation Committee / Board was called to order at 5:00 P.M. by Chairperson/Ald. Bacon in Council Chambers, City Hall, 421 Michigan Street.

**Roll Call [1]:** Members present were Chair/Ald. Helen Bacon, Ald. Gary Nault, Randy Morrow, Debbie Kiedrowski, Jay Renstrom, Thomas Hemminger, and Municipal Services Director Mike Barker. Chris Larsen entered meeting at 5:14 Ald. Kirsten Reeths was excused. Also, in attendance was City Administrator Josh VanLieshout and Fire Chief Tim Dietman. Ald Bacon stated that Ald. Gustafson is no longer on the Parks and Recreation Committee, he has been replaced by Ald. Reeths and she is excused from tonight's meeting.

**Adoption of the Agenda [2]:** Motion was made by Renstrom and seconded by Nault to adopt the following agenda:

1. Roll Call
2. Adoption of Agenda.
3. Review of Minutes from February 22, 2023.
4. Review of Local Arts Board Minutes from March 08, 2023.
5. Discussion and gathering of public input for the revision of the City of Sturgeon Bay's Aquatic Weed Management Plan led by Onterra, LLC. After brief discussion, Onterra will go to Community Room for public input.
6. Public Comment on Agenda Items.
7. Consideration of accepting donation of an automated external defibrillator (AED) for seasonal usage at Sunset Park (Jay Renstrom).
8. Consideration of change to Fishing Tournament Rules.
9. Chair's report
10. Director's report
11. Adjourn

**Review of Minutes from February 22, 2023 [3]:** No comments or changes

**Review of Minutes from the Local Arts Board meeting on September, 14, 2022 [4]:** No changes.

**Discussion and gathering of public input for the revision of the City of Sturgeon Bay's Aquatic Weed Management Plan led by Onterra, LLC. After a brief discussion, Onterra will go to Community Room for public input. [5]:** Ald. Bacon introduced Tim Hoyman from Onterra. Tim gave a presentation on his intentions and plans on developing the City of Sturgeon Bay's 2024 plan. He used visual aids from the City's current aquatic plant management plan to assist in his explanation. He discussed the following:

- Onterra focuses on creating realistic achievable plans that can be followed and implemented.
- The process and timing of aquatic plant surveys from the bay.
- The bay has both invasive and native aquatic plants that can be troublesome.
- He expects to find most of the same invasive species such as curly leaf pondweed, Eurasian water milfoil, and starry stonewort, phragmites, and purple loosestrife.

- Bradley Lake will be added to the plan for the first time. There will only be one survey in this lake. This will be good to establish a baseline and possibly even begin some sort of treatment.
- QR codes will be posted at sites such as boat launches and marinas which will give water users easy access to the online "Bay Users" survey; a web link will be provided to the City to list on our website and social media.
- The online survey is a progressive survey meaning that an answer to a question could change the next question. This is to get the best information for the person's usage. The survey should take less than five minutes.
- He will send surveys to riparian owners even though there were very few replies for the current plan.
- He mentioned that there will be a planning committee made up of folks from the Parks and Recreation committee and DPW staff. Onterra will meet with the committee for some decision making for the plan.
- There may be changes/updates to the mechanical and chemical control measures recommended in the plan.
- Once there is a first draft, it will be submitted to the WI DNR, they will have fisheries personnel and biologists that will review. This typically brings on discussion of protecting habitat and keeping the waterway open for use.
- After the first draft has been reviewed by the DNR and discussions take place, changes will be made to the draft and another public meeting will take place. At this point maps will be posted and the first draft will be available for viewing.
- The project should wrap up in spring of 2024, the goal is to have it completed in time for applying for permits for next summer.

Nault asked if any information gathered this summer could be used to guide our efforts this summer. Hoyman said no.

Tim Hoyman left Council Chambers and proceeded to the Community Room. After being there for 25 minutes and nobody being present, he departed. Nobody provided public input during the first meeting.

#### **Public Comment on Agenda Items [6]:**

1. Paul Kwiatkowski, 9441 Gibraltar Woods Ct, Gibraltar, WI, spoke on agenda item 8.
2. Kyle Carpenter,
3. Hunter VanDuyse, Green Bay, WI spoke on agenda item 8.
4. Neil Wisinski, Stephens Pt, WI spoke on agenda item 8.
5. J.J. Malvitz 8728 County C Sturgeon Bay, spoke on agenda item 8.
6. Mark Holey, 410 N. 19<sup>th</sup> Ave, Sturgeon Bay, spoke on agenda item 8.
7. Jimmy Doring, 527 S. Oxford Ave, Sturgeon Bay, spoke on agenda item 8.

**Consideration of accepting donation of an automated external defibrillator (AED) for seasonal usage at Sunset Park (Jay Renstrom. [7]):** Renstrom (President of Door County Pickleball Club) is offering to donate an AED to be mounted near the pickleball courts at Sunset Park. He mentioned that a pickleball player had a cardiac event last year while playing pickleball. He found an opportunity through DFIBS for Door County, they received a donation to provide AEDs throughout the county. Renstrom applied for an AED for the Door County Pickleball Club and the club was selected to receive two AEDs with outdoor, weatherproof storage boxes. The club would like to offer one to the City for placement at Sunset Park. Door County Pickleball Club will remove it at the end of the season and re-install in the spring. It should be mounted in the open in the hope that it could lessen the opportunity for vandals since it will be highly visible. Morrow made the motion to accept donation of the AED and mount it near the pickleball court, seconded by Kiedrowski. All in favor, carried.

### **Consideration of change to Fishing Tournament Rules. [8]**

Ald. Bacon stated that there was some confusion from the motion and change to the motion at the last meeting so it was requested that it be brought back to the committee level to ensure that everyone knew exactly what was being voted on. Discussion took place. Hemminger stated that there is a great deal of passion on both sides of the viewpoint and he believes in the science. After hearing discussions concerning the topic, he believes that the less a fish is handled the better its chance of survival is. Kiedrowski stated that she has heard and read a lot of information concerning the topic. She mentioned that there is already a tournament that runs a weigh on the water format and is successful. She believes that catch and immediate release is the best for the fish. Renstrom asked why it was returned to the committee and asked if it could be returned to the committee again? VanLieshout stated that it could be returned to the committee but hopefully this clears up any questions or concerns that they have. Renstrom said that he has not changed his mind and supports change. Nault stated that the initial recommendation for change was to institute it throughout the entire season, he recommended to shorten it to the small mouth bass spawn. He has heard that the bass population is great but guides and other fishers have reported a dwindling population. He said that there were over 1000 fewer boat launches last year, this is an indication of the fishing quality. People against change bring up lost revenue to the local businesses, one of the larger bass tournaments left 7 years ago and businesses are doing fine. Smallmouth bass are one of the only fish in the area that are not supplemented by stocking efforts many of the other fish also have closed seasons during the spawn, the smallmouth bass are not protected. He stated that other areas are not allowing traditional tournaments at their boat ramps. He encourages folks to try the new technology, says it is easier for organizers. He spoke on the largemouth bass disease and how it is contracted by contact. He said to make the change most effective it would have to include the month of May. Larson stated is supports change to the rules due to the fact that it does not make sense to him that people are targeting fish while they are in the spawning process and removing them from the area. It would be hard to believe that it would not harm the fish population. He mentioned that they are not banning fishing tournaments, we are banning tournaments that remove fish from the nest. Morrow asked why this came back to the committee level, Chair Bacon said that some were confused about the motion and the amendment to the motion. Barker stated that the proposed rules in the agenda package were changed after the last meeting which required "weigh-on-water" format for the month of June. If there is any recommendation that that is made this evening, make sure you realize this. Morrow made a motion to recommend a change to the current fishing tournament rules "no fishing tournament will be permitted at a City park during the month of May and June unless "weigh-on-water" format is used, Hemminger stated that he would like to see this format used for all fish species throughout the year. Renstrom seconded. All in favor, carried. Nault abstained.

**Chair's Report [9]:** Chair Bacon discussed sculptures going into parks. Walkable Sturgeon Bay will be identifying public art to the walking route.

**Director's Report [10]:** Barker mentioned that Arbor day will be on Friday the 28<sup>th</sup>, he has scheduled a tree planting at the corner of 12<sup>th</sup> and Quincy with Sunrise Elementary. They will be planting 5 plum trees. All restrooms have been opened for the year, Sawyer restroom was closed for a few days due to someone cleaning fish in the shower. The Parks department is still looking for seasonal help, we are about 6 people short in the Parks and 3 short for the water weeds program. Otumba tennis courts is out for bid, the bid opening will be May 3<sup>rd</sup>.

**Adjourn [11]:** Motion to adjourn by Larson, second by Renstrom. All in favor. Motion carried. The meeting was adjourned at 6:38 pm.

**FINANCE/PURCHASING & BUILDING COMMITTEE**  
**May 9, 2023**

A meeting of the Finance/Purchasing & Building Committee was called to order at 4:30 pm by Chairperson Bacon in the Council Chambers, City Hall. Roll call: Alderpersons Bacon and Wiederanders were present. Alderperson Williams was excused. Also present: Mayor Ward, City Administrator VanLieshout, Finance Director/City Treasurer Clarizio, Municipal Services Director Barker, Community Development Director Olejniczak and Office Accounting Assistant II Metzger.

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

1. Roll call.
2. Adoption of agenda.
3. Public comment on agenda items and other issues related to finance & purchasing.
4. Consideration of: Otumba Park Tennis Court Resurface.
5. Consideration of: Consulting Services Agreement-Stantec-Surveying/Engineering for S. Hudson Ave. Development.
6. Consideration of: Approval of NERR Prospectus.
7. Review bills.
8. Adjourn.

Carried.

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

Consideration of: Otumba Park Tennis Court Resurface:

Municipal Service Director Barker presented the following two bids for tennis court resurfacing at Otumba Park. The 2023 capital budget allocated \$50,000 for this purchase. Valley Sealcoat, Inc was the lowest bid in the amount of \$49,994. The cost includes resurfacing both the tennis and basketball courts which will be completed in spring 2024.

Pro Track Tennis, Inc.  
Bennington, NE

Option A price: \$63,800  
Option B price: \$81,250

Valley Sealcoat, Inc.  
Appleton, WI

Option A price: \$28,290  
Option B price: \$49,994

Moved by Alderperson Bacon, seconded by Alderperson Wiederanders to recommend to Common Council to accept the bid from Valley Sealcoat, Inc. for the Otumba Park Tennis Court Resurfacing in an amount not to exceed \$49,994. Carried.

Consideration of: Consulting Services Agreement-Stantec-Surveying/Engineering for S. Hudson Ave. Development.

Community Development Director Olejniczak stated the City owns 5.5 acres on S. Hudson Ave for development of affordable single-family housing ranging between \$250,000 to \$300,000. A development group led by Paul and Joe Shefchik have designed homes that will fit the city's criteria. For the project to proceed, engineering and surveying services are needed to subdivide the property into lots. Stantec has submitted a proposal in the amount of \$58,000 for surveying and engineering. It is anticipated the property will create 23 buildable lots.

Moved by Alderperson Wiederanders, seconded by Alderperson Bacon to recommend to Common Council to approve the consulting services agreement with Stantec in the amount of \$58,000. Carried.

Consideration of: Approval of NERR Prospectus:

Mayor Ward presented the completed NERR prospectus. The prospectus is the initial offer to UWGB for consideration to establish the NERR education and visitor center in Sturgeon Bay. The Common Council previously approved several sites within the city to offer for the NERR project.

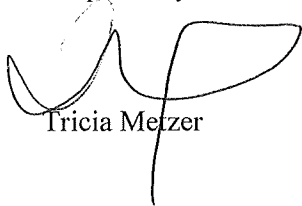
Moved by Alderperson Bacon, seconded by Alderperson Wiederanders to recommend to Common Council to approve the NERR prospectus as presented. Carried.

Review bills

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

Moved by Alderperson Wiederanders, seconded by Alderperson Bacon to adjourn. Carried. The meeting adjourned at 5:00 pm.

Respectfully submitted,



Tricia Metzger



CITY OF STURGEON BAY  
LOCAL ARTS BOARD MEETING  
Wednesday, May 10, 2023, 9:00 A.M.  
Council Chambers, City Hall, 421 Michigan Street

A meeting of the Local Arts Board was called to order at 09:01 A.M., by Chairperson/Alder Helen Bacon in Council Chambers, City Hall, 421 Michigan Street.

**Roll Call [1]:** Members present were Alder/Chair Helen Bacon, Margaret Lockwood, melaniejane, Claire Morkin, and Stephanie Trenchard. Municipal Services Director Mike Barker and City Planning/Zoning Administrator Stephanie Servia were also in attendance.

9:22 a.m. City Administrative Assistant Suzanne Miller entered.  
Barker exited at 10:05 a.m.

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

1. Roll Call.
  2. Adoption of the agenda.
  3. Review of Minutes from April 12, 2023.
  4. Public comment on agenda items.
  5. Chair's report.
  6. Consideration of Local Arts Board ordinance change to increase number of members and forwarding proposed ordinance to Joint Parks and Recreation Board and Committee for approval and recommendation to Common Council.
  7. Consideration of the public art directory and map.
  8. Consideration of Call for Artists.
  9. Adjourn.
- All in favor. Carried.

**Review of Minutes from April 12, 2023 [3]:** No changes recommended.

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

**Chair's report [5]:** Ald Bacon, Barker, and City Administrator VanLieshout will meet with artist Nathan Hatch in two weeks to scout out locations in Sunset Park for a sculpture and discuss locations for future pieces.

Multiple publications have noted recognition of the Local Arts Board and the arts scene in Door County in general. Ald Bacon noted that it is nice to see that the city has been receiving recognition.

A general consensus was reached to keep meetings at 9:00 a.m. and try to limit the length of meetings to one hour for the upcoming summer months.

**Consideration of Local Arts Board ordinance change to increase number of members and forwarding proposed ordinance to Joint Parks and Recreation Board and Committee for approval**

**and recommendation to Common Council. [6]:** melaniejane read the suggested revision she composed that will be presented to the Parks and Recreation Board and Committee and Common Council.

melaniejane noted a mistake on the memorandum VanLieshout provided was the date of May 5<sup>th</sup> should be May 10<sup>th</sup>.

melaniejane moved to present the proposal, with a change to the date on the memorandum, to the Parks and Recreation Board for consideration. Morkin seconded the motion. All in favor. Motion carried.

**Consideration of the public art directory and map [7]:** Miller noted the directory does not have photos in it yet. The text is ready, but the photos have to be moved around.

Miller stated that VanLieshout decided not to include woodcarvings not located on city property. VanLieshout felt that the dioramas in City Hall should be on the History Walk rather than the Arts Walk. Miller noted that any pieces in Sunset Park will be added at a later date when installed.

Trenchard moved to print 100 copies of the art walk map before Memorial Day. Lockwood seconded the motion. All in favor. Motion carried.

**Consideration of Call for Artists [8]:** Ald Bacon noted a change five lines down from "About our city:", it should read "of the bay", not "of bay".

There was a general discussion involving the timeline of the Call for Artists. It was unanimously decided to change the sculpture installation date to the spring of 2024. There was a general consensus to create a more prestigious program name. Biannual Public Art Placement was decided upon informally.

Ald Bacon suggested including more photos with the program literature. Miller suggested improving upon the quality of the photo already included.

Trenchard moved to accept the Call for Artists with changes. Lockwood seconded the motion. All in favor. Motion carried.

**Possible Items for Next Meeting's Agenda:**

1. Conversation about dog art piece (American Dog) at Edgewood Orchard Galleries
2. Finalize brochure for Walkable Public Art Map.
3. Follow up with Nathan Hatch/Horizon and Steven Haas/Crosswinds.

**Motion to adjourn [9]:** by melaniejane with second by Trenchard. All in favor. Motion carried. Meeting adjourned at 10:15 A.M.

**Next Meeting Date: Wednesday, June 14th @ 09:00 A.M. – Council Chambers, City Hall.**

Respectfully submitted,



Katie DeKeyser  
Municipal Services Secretary



**CITY PLAN COMMISSION MINUTES**  
**May 17, 2023**

A meeting of the City Plan Commission was called to order at 6:01 p.m. on Wednesday, May 17, 2023, by Mayor Ward in Council Chambers, City Hall, 421 Michigan Street, Sturgeon Bay.

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

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

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from April 19, 2023.
4. Public comment on non-agenda Plan Commission related items.
5. Consideration of: Initial presentation of zoning map amendment petition by Doug Mueller from Agriculture (A) to Light Industrial (I-1A) for parcel #281-64-80000104 located at 1605 Shiloh Road.
6. Adjourn.

All ayes. Motion carried.

**Approval of minutes from April 19, 2023 (#3):** Motion by Mr. Statz and seconded by Ms. Stephens to approve the minutes from April 19, 2023. All ayes. Motion carried.

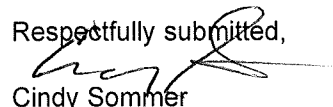
**Public Comment on non-agenda Plan Commission related items (#4):** No one presented for comment.

**Consideration of: Initial presentation of zoning map amendment petition by Doug Mueller from Agriculture (A) to Light Industrial (I-1A) for parcel #281-64-80000104 located at 1605 Shiloh Road (#5):** Ms. Servia presented an application from Doug Mueller on behalf of his sister-in-law, the property owner, to change the zoning classification of this parcel from Agricultural (A) to Light Industrial (I-1A) to allow for the construction of storage buildings, which would be a conditional use under the Light Industrial zoning classification but not allowed under the Agricultural classification. The parcel is currently being used for semi-trailer and other miscellaneous storage. The applicant proposes to remove the items currently being stored, use the existing building for either storage or an office, and build storage units. The 2040 Comprehensive Plan shows this location to be Agricultural, however it is not being used for agricultural purposes. The properties to the north are mostly industrial, and the properties to the south, east and west are a mix of agricultural and residential. A public hearing on this matter would be scheduled for the next Plan Commission meeting, with a conditional use application to follow if the zoning classification is, in fact, amended. No action is to be taken at this time.

The members discussed the current use, whether the semi-trailers and other various materials would be completely cleaned up, the proposed locations of the storage buildings and visibility from the Ahnapee State Trail.

**Adjourn (#6):** Motion by Ms. Stephens to adjourn, seconded by Mr. Norland. All ayes, motion carried. The meeting adjourned at 6:13 p.m.

Respectfully submitted,



Cindy Sommer  
 Community Development  
 Administrative Assistant

**JOINT REVIEW BOARD**

Monday, May 22, 2022

A meeting of the Joint Review Board was called to order at 1:33 p.m. by Chairperson Josh Van Lieshout in Council Chambers, City Hall, 421 Michigan Street.

**Roll call:** Members present were Chairperson Josh Van Lieshout, Sturgeon Bay Schools Representative Mike Stephani, NWTC Representative Chet Lamers by Zoom, Door County Representative Ken Pabich and Public Member Bill Chaudoir. Also present were Finance Director/City Treasurer Val Clarizio, Community Development Director Marty Olejniczak, Planner/Zoning Administrator Stephanie Servia, and Community Development Administrative Assistant Cindy Sommer.

**Adoption of agenda:** Moved by Mr. Stephani, seconded by Mr. Chaudoir to adopt the following agenda:

1. Roll Call.
2. Adoption of Agenda.
3. Presentation of: TID Annual Reports and Performance and Status of each TID-2022 Reporting Year.
4. Adjourn.

Carried.

**Presentation of: TID Annual Reports and Performance and Status of each TID-2022 Reporting Year:** Finance Director/City Treasurer Clarizio stated that beginning about 2017 the State required municipalities to submit an annual report each year, in addition to presenting a report to the Joint Review Board regarding the status of each TID.

Ms. Clarizio went through the proformas and reports for each TID district. TID #1 (Industrial Park) closed this year with the balance being transferred to TID #2 and the tax increment from 2022 property taxes to go into Affordable Housing. It is unknown at this time whether a review on the Affordable Housing portion will be required next year.

Ms. Clarizio continued with TID #2, the Waterfront District. It has been a donor recipient from TID #1 until 2022 and is expected to close in 2027, however it could stay open until 2031. This TID is starting to see some additional development, which will lead to increased tax increment. There is a debt schedule showing balances in the agenda packet.

Ms. Clarizio moved on to TID #3, referred to as the Wiretech TID. TID #3 had been a recipient from TID #1 until 2018, but it is now standing on its own. This TID should close in 2028. This TID was created with the focus of relocating Wiretech Fabricators into the industrial park, which resulted in the creation of 17 residential lots, all of which have been sold and built on.

Ms. Clarizio went through TID #4, the West Waterfront, which could stay open until 2040, but will likely close with a deficit, due in part to the high legal and other costs associated with the dispute over the ordinary high-water mark location.

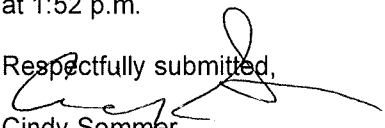
Mr. Olejniczak explained that the Bay Lofts is the only major project that is generating tax increment. The other projects never occurred, some due to disputes over high water mark and some lawsuits. A 53-unit housing complex that had been approved is being reworked due to costs, but there is still hope it will move forward. This TID received some recent grants used for the promenade and tugboat mooring improvements. The City is hoping to receive the site nomination for the visitor center for the Green Bay National Estuarine Research Reserve, or NERR, and TID #4 is a great location to put it. However, that likely will not be announced until next year.

Ms. Clarizio explained that TID #5 is known as the Sunset School TID and it hasn't starting receiving tax increment yet. This is a smaller TID consisting of two properties, one of which is a 10-unit apartment

development that is completely built and recently occupied. The other development will consist of 26 units and is in the construction stage but should be completed later this year. Values will be available next year. Mr. Chaudoir questioned whether improvements to Delaware Street are planned and Mr. Olejniczak explained that it is in the project plans but they don't have the funding figured out yet but hope to use TID funds.

**Adjourn:** Moved by Mr. Pabich, seconded by Mr. Chaudoir to adjourn. Carried. The meeting adjourned at 1:52 p.m.

Respectfully submitted,



Cindy Sommer  
Administrative Assistant  
Community Development

**BEVERAGE OPERATOR LICENSES**

1. Carstens, Anthony S.
2. Criswell, Danny W.
3. Cumber, David C.
4. Dupras, Debra J.
5. Englebert, Carla L.
6. Faulds, Katherine T.
7. Gerwin, Bradley J.
8. Hilsabeck, David L.
9. Horace, Megan C.
10. Janssen, Jacob H.
11. Johnson, Andrew L.
12. Jones, Jennifer J.
13. Knapp, Deborah A.
14. Langfeldt, Dawn M.
15. Magaurn, Todd A.
16. Mistele, Jessica L.
17. Mueller, Thomas E.
18. Pagel, Jolene J.
19. Palomba, Jacquelyn A.
20. Poh, Rachel A.
21. Sallinen, Daniel J.
22. Sandoval, Benigno
23. Seiler, Pamela J.
24. Sternard, Danielle L.
25. Tafacory, Farrah L.
26. Wager, Mike
27. Young, Katherine L.
28. Zahn, Michelle M.



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

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

Visit our website at: [www.sturgeonbaywi.org](http://www.sturgeonbaywi.org)

May 25, 2023

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

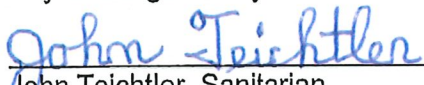
Ms. Reinhardt:

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

American Entertainment LLC  
Agent: Theresa Goel  
211 Michigan St, Suite B  
Sturgeon Bay, WI 54235  
DBA: G Stop  
Date: July 1, 2023 – June 30, 2024

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

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

  
Tim Dietman, Fire Chief  
City of Sturgeon Bay

\* - only w/ approved building permit  
+ occupancy inspection from  
Building Insp. + Fire Chief

6230428

# Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 07 01 2023 ending: 06 30 2024  
(mm dd yyyy) (mm dd yyyy)

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

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

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

Applicant's Wisconsin Seller's Permit Number 456103141341202	
FEIN Number 923699642	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ 100
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ 20
<b>TOTAL FEE</b>	<b>\$ 120</b>

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

AMERICAN ENTERTAINMENT LLC

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

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
GOEL	HIMANSHU		1585 W 20TH AVE, OSHKOSH, WI 54902
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
GOEL	SUSHANT		1585 W 20TH AVE, OSHKOSH, WI 54902
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
GOEL	THERESA	A	4540 ALGONQUIN TRL, GREEN BAY, WI 54313
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name G STOP Business Phone Number 9204754030  
2. Address of Premises 211 MICHIGAN ST, SUITE B Post Office & Zip Code STURGEON BAY, WI 54235

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

SINGLE STORY BUILDING Locked Refrigerators, Locked cabinets  
Restaurant area

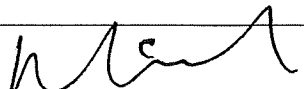
4. Legal description (omit if street address is given above): \_\_\_\_\_

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

(b) If yes, under what name was license issued? \_\_\_\_\_

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ..... ☐ Yes ☒ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ..... ☐ Yes ☒ No  
**If yes, explain.**
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ..... ☐ Yes ☒ No
9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 04/25/23 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ..... ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☒ Yes ☐ No  
**If yes, explain.**  
STURGEON BAY, GREENVILLE, GREEN BAY, OSHKOSH, FOND DU LAC
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ..... ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ..... ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ..... ☒ Yes ☐ No

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

Contact Person's Name (Last, First, M.I.) <b>GOEL HIMANSHU</b>	Title/Member <b>MEMBER</b>	Date <b>04/26/23</b>
Signature 	Phone Number <b>9204754030</b>	Email Address <b>HIMSSTER@GMAIL.COM</b>

**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk <b>4/28/2023</b>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

# Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
GOEL		THERESA		A	
Home Address (street/route)		Post Office		City	State Zip Code
4540 ALGONQUIN TRL				GREEN BAY	WI 54313
Home Phone Number		Age	Date of Birth		Place of Birth
920-527-1854		36	11/10/1986		STURGEON BAY

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

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

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

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

which is making application for an alcohol beverage license.

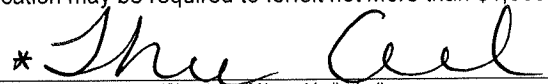
The above named individual provides the following information to the licensing authority:

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

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

Employer's Name	Employer's Address	Employed From	To
AMERICAN PETROLEUM	211 MICHIGAN ST, ST BAY, WI	JUNE 2016	PRESENT
Employer's Name	Employer's Address	Employed From	To

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

\*   
(Signature of Named Individual)



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

Submit to municipal clerk.

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

To the governing body of: ☐ Town  
☐ Village of STURGEON BAY County of DOOR  
☒ City

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

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as  
G STOP  
(Trade Name)

located at 211 MICHIGAN STREET, SUITE B

appoints THERESA AM GOEL  
(Name of Appointed Agent)  
4540 ALGONQUIN TRL, GREEN BAY, WI 54313  
(Home Address of Appointed Agent)

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

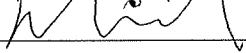
☐ Yes ☒ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 36 YEARS

Place of residence last year STURGEON BAY, WI 54235

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

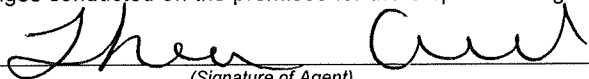
By:   
(Signature of Officer / Member / Manager)

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

## ACCEPTANCE BY AGENT

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

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

\*  4/28/23 Agent's age 36  
(Signature of Agent) (Date)  
4540 ALGONQUIN TRL, GREEN BAY, WI 54313 Date of birth 11/10/1986  
(Home Address of Agent)

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

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

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

# Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
GOEL		SUSHANT			
Home Address (street/route)		Post Office		City	State Zip Code
1585 W 20TH AVE				OSHKOSH	WI 54902
Home Phone Number		Age	Date of Birth	Place of Birth	
920-475-9411		39	12/07/1983	INDIA	

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

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

which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 18 YEARS
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No  
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No  
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No  
If yes, identify. CLASS A BEER/LIQUOR, OSHKOSH, FOND DU LAC, GREENVILLE, GREEN BAY  
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No  
If yes, identify.

(Name of Wholesale Licensee or Permittee)

(Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
AMERICAN PETROLEUM	1585 W20TH AVE, OSHKOSH, WI 54902	NOV 2004	PRESENT
Employer's Name	Employer's Address	Employed From	To

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

(Signature of Named Individual)

# Auxiliary Questionnaire Alcohol Beverage License Application

*Submit to municipal clerk.*

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
GOEL		HIMANSHU			
Home Address (street/route)		Post Office	City	State	Zip Code
1585 W 20TH AVE			OSHKOSH	WI	54902
Home Phone Number		Age	Date of Birth	Place of Birth	
920-475-4030		38	12/21/1984	INDIA	

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

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

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

which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 18 YEARS
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No  
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No  
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No  
 If yes, identify. CLASS A BEER/LIQUOR, OSHKOSH, FOND DU LAC, GREENVILLE, GREEN BAY  
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No  
 If yes, identify.

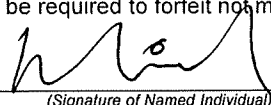
(Name of Wholesale Licensee or Permittee)

(Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
AMERICAN PETROLEUM	1585 W20TH AVE, OSHKOSH, WI 54902	NOV 2004	PRESENT
Employer's Name	Employer's Address	Employed From	To

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

  
(Signature of Named Individual)



WISCONSIN DEPARTMENT OF REVENUE  
PO BOX 8902  
MADISON, WI 53708-8902

**Contact Information:**

2135 RIMROCK RD PO BOX 8902  
MADISON, WI 53708-8902  
ph: 608-266-2776 fax: 608-327-0235  
email: DORBusinessTax@wisconsin.gov  
website: revenue.wi.gov

000265

AMERICAN ENTERTAINMENT LLC  
2165 W 9TH AVE  
OSHKOSH WI 54904-8043

Letter ID L1765495760



## Wisconsin Business Tax Registration Certificate

**Expiration date:** April 30, 2025

**Legal/real name:** AMERICAN ENTERTAINMENT LLC

- This certificate confirms that you are registered with the Wisconsin Department of Revenue for the tax types shown below.
- This registration certificate is not a seller's permit, and should not be used as proof that you hold a seller's permit.
- You may not transfer this certificate to any other individual or business.

Tax Type	Account Type	Number
Sales & Use Tax	Sales & Use Tax	456-1031413412-02

# STURGEON BAY SHELL

PROJECT NUMBER: 22-198

STATUS: FOR APPROVAL



**Alliance**  
CONSTRUCTION & DESIGN

ALLANCEBUILDS.COM  
PHONE: (920) 332-3430 | FAX: (920) 332-3451  
10750 BROADWAY ST., WINDYHILL STATION, WI 54180

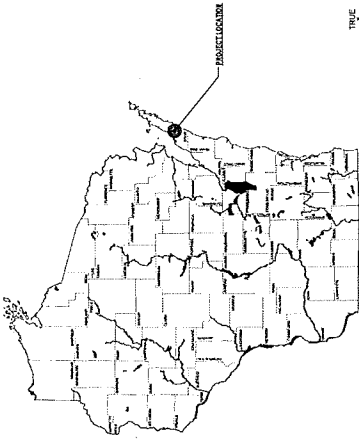
PROFESSIONAL SEAL

DESIGN PROFESSIONAL

# STURGEON BAY SHELL

PROJECT NUMBER 22-198  
211 MICHIGAN STREET  
STURGEON BAY, WI. 54235

DIVISIONS



211 MICHIGAN STREET  
STURGEON BAY, WI.54235

### CONTACT INFORMATION

OWNER / DEVELOPER CONTACTS	GENERAL CONTRACTOR
AMERICAN INVESTMENTS LLC SHAWN GOEL 1350 W 23RD ST, SUITE 100 DENVER, CO 80202 PHONE: 303.733.0100 FAX: 303.733.0101 E-MAIL: shawn.goel@americaninvestments.com	ALLIANCE CONSTRUCTION & DESIGN TRAVIS ZIMMERMAN 1000 17TH ST, SUITE 100 WINDSTON, VA 22690 PHONE: 434.642.4100 FAX: 434.642.4101 E-MAIL: travis.zimmerman@alliance-cd.com
	ELECTRICAL CONTRACTOR
	T.B.D. CONTACT NAME ADDRESS, CITY, STATE, ZIP PHONE FAX E-MAIL

## GENERAL SHEET INDEX

SHEET #	TITLE	SHEET NAME
0000	TITLE SHEET	
0010	PROJECT NOTES & SYMBOLS	
0020	ACCESSIONARY EQUIPMENT	
0030	30 DAY SAFETY PLAN	

## SITE SHEET INDEX

001	SHEET 9	SHEET NAME
002		ANYCOTRURAL SITE PLAN

## ARCHITECTURAL SHEET INDEX

SHEET #	SHEET NAME
DATE	FLOOR PLAN

CTA 1715

FOR APPROVAL

CURRENT AS OF: 5/11/2023 3:17:54 PM  
DRAWN BY: BB  
SCALE:

TITLE SHEET

G000

## ARCHITECTURAL ABBREVIATIONS

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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## GENERAL PROJECT NOTES

- [illegible]

## **FIRE PROTECTION NOTES**

- ALL WALL FRAMING TO HAVE FIRE CLADDING @ MAX. 9' 0" O.C. VERT. IN ALL STORY CAVITIES.  
PROVIDE THE EXTERIOR GLAZING FOR PLUMB. PARTIAL ONLY IN BC 2015. MAXIMUM DISTANCE OF TRAVEL TO  
FIRE EXTINGUISHER TO BE 75'-0".
- PROVIDE FOR VERTICAL AND HORIZONTAL ASSEMBLY SCHEDULE SHEET FOR EACH ASSEMBLY DETAIL.  
PROVIDE SUBMITTAL CLOSING IN DISCREET ATTIC. SCHEDULE SHEET FOR EACH DETAIL AND  
FIRE RATED PARTITION WALLS TO BE 2-HR. RATED.  
MAKE SURE INSPECTION ACCESS THROUGH DOCKE BARRIER WITH PROPER SPRING CLOSURE ON  
ACCESS DOOR.
- ALL AIR SHUT OFFERS SHALL BE DIRECTLY AND PERMANENTLY WIRED TO A PROPER UN-SWITCHED  
CIRCUIT AND BE POWERED BY POWER SOURCE ABOVE.
- SMOKE DETECTORS SHALL BE LOCATED IN THE UTILITY ROOM AND SHALL BE WIRED TO AN UN-SWITCHED  
CIRCUIT W/ EMERGENCY BACKUP POWER.

## SYMBOLS

[illegible]

**Alliance**  
CONSTRUCTION & DESIGN

ALLIANCEBUILT.COM  
PHONE: (703) 336-3460 | FAX: (703) 336-3461  
1000 BROADWAY ST., WYCHITOWAN, VA 24180

STURGEON BAY SHELL  
PROJECT NUMBER: 22-198  
211 MICHIGAN STREET  
STURGEON BAY, WI 54235

REVISIONS

STATUS:

FOR APPROVAL

CURRENT AS OF: 5/11/2023 3:17:57 PM

DRAWN BY: 69

SCALE: As indicated

PROJECT NOTES &amp; SYMBOLS

G010



OFFICIAL USE ONLY

STURGEON BAY SHELL  
PROJECT NUMBER 22-198  
211 MICHIGAN STREET  
STURGEON BAY, WI, 54235

ADDITIONS

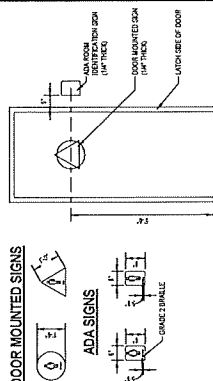
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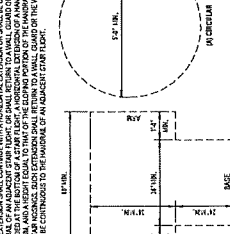
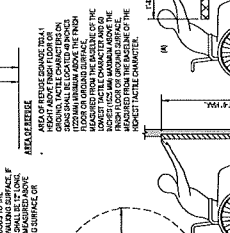
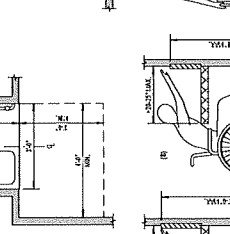
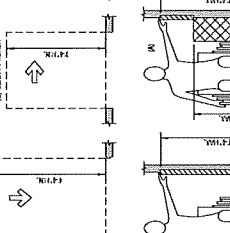
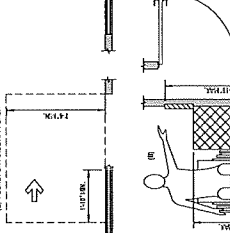
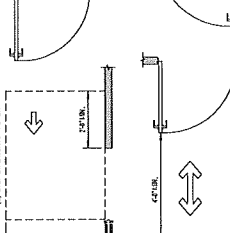
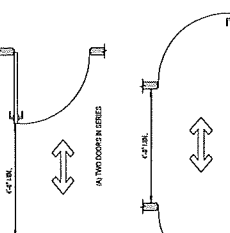
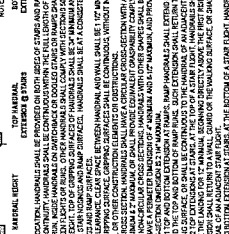
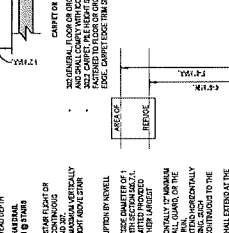
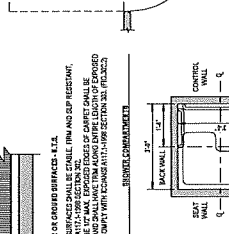
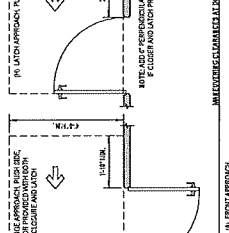
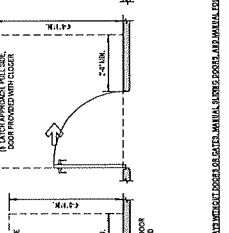
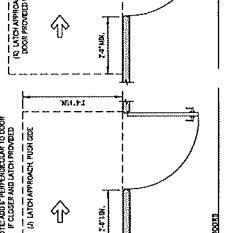
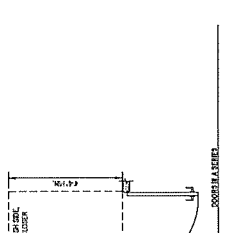
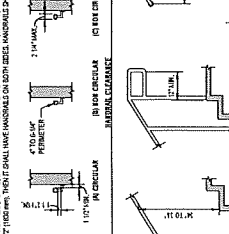
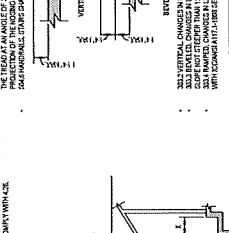
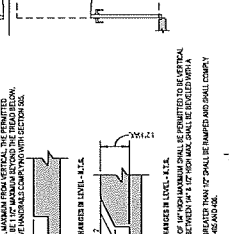
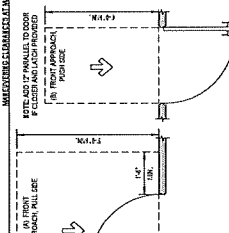
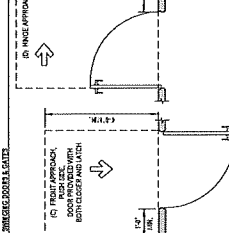
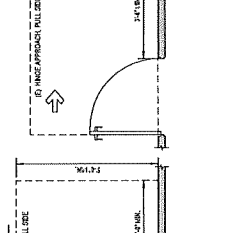
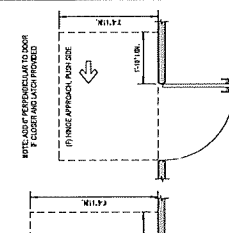
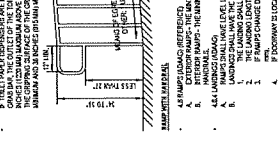
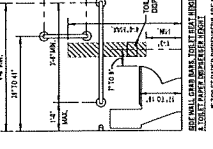
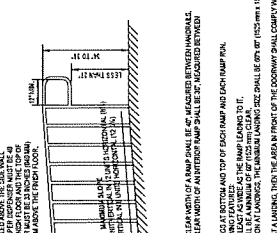
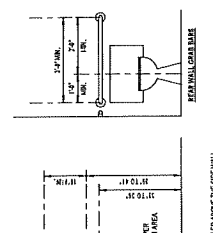
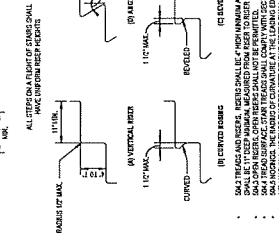
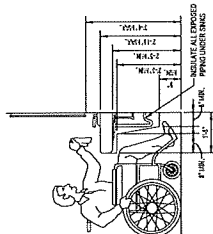
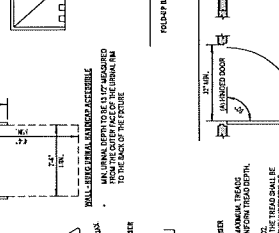
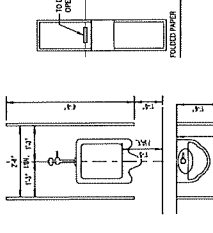
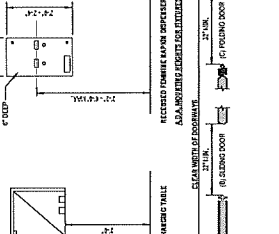
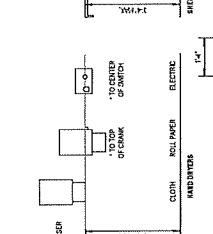
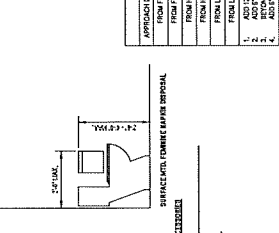
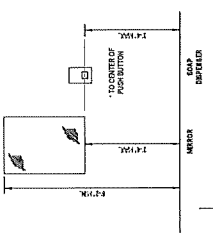
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## ACCESSIBILITY REQUIREMENTS

G020



CHARACTERISTICS AND QUALITY SHALL CONTRAST WITH THEIR BACKGROUND. IDENTIFICATION SYMBOLS ARE TO BE ON WALL, ADJACENT DOOR OR ABOVE FLOOR AND ARE TO BE DISTINCTLY DIFFERENT FROM DOOR AND WALL IN COLOR AND CONTRAST. PROVIDE ROOM IDENTIFICATION SIGN ON LATCH SIDE OF DOOR. LETTERS AND NUMBERS ON SIGNS SHALL BE SIZED 1/2" MIN. SHALL BE A MIN. OF 6" HIGH. 2. SHALL BE SANGUINE, UPPERCASE CHARACTER, A.D. SIGNED ACCOMPANIED BY SPACE 2. 3. SHALL BE REGULATORY SIGNS TO BE TYPICAL AND COMPACT. FACILITY 3. 4. PAPER PER CODE REQUIREMENTS. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811

[illegible]

Floor of good to imperfect of a white sand turning.

Section	Section Description	Section Length	Section Location	Section Notes
1	INTRODUCTION	1.0	1.0	1.0
2	GENERAL NOTES	1.0	1.0	1.0
3	CONSTRUCTION	1.0	1.0	1.0
4	MAINTENANCE	1.0	1.0	1.0
5	TRAFFIC CONTROL	1.0	1.0	1.0
6	ENVIRONMENTAL PROTECTION	1.0	1.0	1.0
7	UTILITY PROTECTION	1.0	1.0	1.0
8	CONSTRUCTION	1.0	1.0	1.0
9	MAINTENANCE	1.0	1.0	1.0
10	TRAFFIC CONTROL	1.0	1.0	1.0
11	ENVIRONMENTAL PROTECTION	1.0	1.0	1.0
12	UTILITY PROTECTION	1.0	1.0	1.0
13	CONSTRUCTION	1.0	1.0	1.0
14	MAINTENANCE	1.0	1.0	1.0
15	TRAFFIC CONTROL	1.0	1.0	1.0
16	ENVIRONMENTAL PROTECTION	1.0	1.0	1.0
17	UTILITY PROTECTION	1.0	1.0	1.0
18	CONSTRUCTION	1.0	1.0	1.0
19	MAINTENANCE	1.0	1.0	1.0
20	TRAFFIC CONTROL	1.0	1.0	1.0
21	ENVIRONMENTAL PROTECTION	1.0	1.0	1.0
22	UTILITY PROTECTION	1.0	1.0	1.0
23	CONSTRUCTION	1.0	1.0	1.0
24	MAINTENANCE	1.0	1.0	1.0
25	TRAFFIC CONTROL	1.0	1.0	1.0
26	ENVIRONMENTAL PROTECTION	1.0	1.0	1.0
27	UTILITY PROTECTION	1.0	1.0	1.0
28	CONSTRUCTION	1.0	1.0	1.0
29	MAINTENANCE	1.0	1.0	1.0
30	TRAFFIC CONTROL	1.0	1.0	1.0
31	ENVIRONMENTAL PROTECTION	1.0	1.0	1.0
32	UTILITY PROTECTION	1.0	1.0	1.0
33	CONSTRUCTION	1.0	1.0	1.0
34	MAINTENANCE	1.0	1.0	1.0
35	TRAFFIC CONTROL	1.0	1.0	1.0
36	ENVIRONMENTAL PROTECTION	1.0	1.0	1.0
37	UTILITY PROTECTION	1.0	1.0	1.0
38	CONSTRUCTION	1.0	1.0	1.0
39	MAINTENANCE	1.0	1.0	1.0
40	TRAFFIC CONTROL	1.0	1.0	1.0
41	ENVIRONMENTAL PROTECTION	1.0	1.0	1.0
42	UTILITY PROTECTION	1.0	1.0	1.0
43	CONSTRUCTION	1.0	1.0	1.0
44	MAINTENANCE	1.0	1.0	1.0
45	TRAFFIC CONTROL	1.0	1.0	1.0
46	ENVIRONMENTAL PROTECTION	1.0	1.0	1.0
47	UTILITY PROTECTION	1.0	1.0	1.0
48	CONSTRUCTION	1.0	1.0	1.0
49	MAINTENANCE	1.0	1.0	1.0
50	TRAFFIC CONTROL	1.0	1.0	1.0
51	ENVIRONMENTAL PROTECTION	1.0	1.0	1.0
52	UTILITY PROTECTION	1.0	1.0	1.0
53	CONSTRUCTION	1.0	1.0	1.0
54	MAINTENANCE	1.0	1.0	1.0
55	TRAFFIC CONTROL	1.0	1.0	1.0
56	ENVIRONMENTAL PROTECTION	1.0	1.0	1.0
57	UTILITY PROTECTION	1.0	1.0	1.0
58	CONSTRUCTION	1.0	1.0	1.0
59	MAINTENANCE	1.0	1.0	1.0
60	TRAFFIC CONTROL	1.0	1.0	1.0
61	ENVIRONMENTAL PROTECTION	1.0	1.0	1.0
62	UTILITY PROTECTION	1.0	1.0	1.0
63	CONSTRUCTION	1.0	1.0	1.0
64	MAINTENANCE	1.0	1.0	1.0
65	TRAFFIC CONTROL	1.0	1.0	1.0
66	ENVIRONMENTAL PROTECTION	1.0	1.0	1.0
67	UTILITY PROTECTION	1.0	1.0	1.0
68	CONSTRUCTION	1.0	1.0	1.0
69	MAINTENANCE	1.0	1.0	1.0
70	TRAFFIC CONTROL	1.0	1.0	1.0
71	ENVIRONMENTAL PROTECTION	1.0	1.0	1.0
72	UTILITY PROTECTION	1.0	1.0	1.0
73	CONSTRUCTION	1.0	1.0	1.0
74	MAINTENANCE	1.0	1.0	1.0
75	TRAFFIC CONTROL	1.0	1.0	1.0
76	ENVIRONMENTAL PROTECTION	1.0	1.0	1.0
77	UTILITY PROTECTION	1.0	1.0	1.0
78	CONSTRUCTION	1.0	1.0	1.0
79	MAINTENANCE			



[illegible]

The floor plan shows a building layout with various rooms. A large area on the right is shaded in red. A central corridor and several rooms are outlined with blue dashed lines. There are two sets of double doors on the left side of the plan. The plan includes details of furniture, fixtures, and structural elements like walls and windows.



GENERAL NOTES

1. PARKING COUNT:
2. VAN ACCESSIBLE PARKING SHALL PROVIDED ONE (1)
3. COORDINATE CONSTRUCTION OF ALL UTILITIES, INCLUDING SANITARY AND GAS, WITH THE EXISTING UTILITIES. ALL UTILITIES SHALL BE BROUGHT TO THE ATTENTION OF THE GENERAL CONTRACTOR PRIOR TO START OF CONSTRUCTION.
4. COORDINATE CONSTRUCTION LOCATIONS AND/OR CONSTRUCTION TO STORM DRAINAGE.
5. ALL UTILITY LOCATIONS AND SCOPE OF WORK SHALL BE COORDINATED PRIOR TO START OF CONSTRUCTION.
6. LANDSCAPING SHALL MEET LOCAL LANDSCAPING REQUIREMENTS.

PLAN KEYNOTES

DESCRIPTION

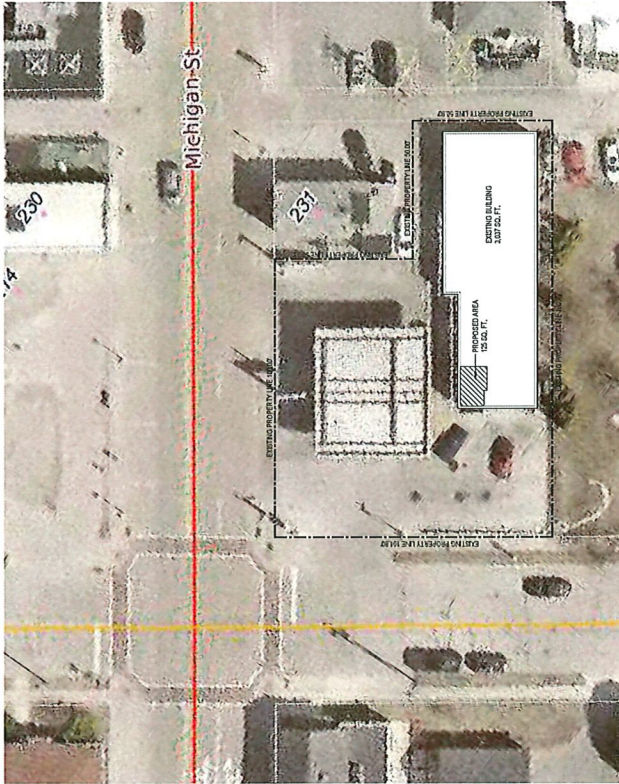
NO.	
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**Alliance**  
CONSTRUCTION & DESIGN

ALLIANCEBUILD.COM  
1000 BROADWAY ST., WILKINSON, WY 83091  
PHONE: (307) 233-1111 FAX: (307) 233-1112

PROFESSIONAL SEAL



2 SITE PLAN - PLAN NORTH  
11-2022

STURGEON BAY SHELL

PROJECT NUMBER 22-198  
211 MICHIGAN STREET  
STURGEON BAY, WI 54235

DESIGN PROFESSIONAL

REVISIONS

STATUS:

FOR APPROVAL

CURRENT AS OF 5/11/2023 3:17:53 PM  
DRAWN BY: BJD  
SCALE: AS INDICATED

ARCHITECTURAL SITE  
PLAN

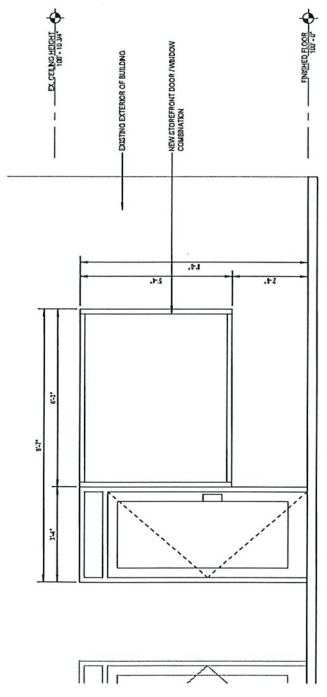
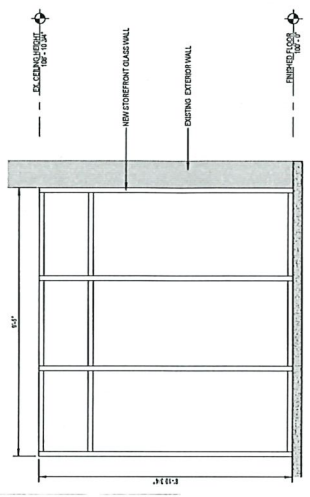
A050



**GENERAL NOTES**

1. PER IBC TABLE 601.1, MINIMUM DISTANCE OF TRAVEL TO FIRE EXTINGUISHER TO BE 75'-0".
2. PER IBC SECTION 901.1, EXIT SIGN PLACEMENT SHALL BE SUCH THAT NO POINT IN AN EXIT ACCESS PATHWAY IS MORE THAN 100' FROM AN EXIT SIGN. EXIT SIGN SHALL BE PLACED TO BE VIEWED FROM THE SIGN, UNLESS THE SIGN IS PLACED ON THE WALL OR CEILING.
3. WALL DIMENSIONS ARE FROM FACE OF STUDY CORE MATERIAL.
4. COORDINATE ALL STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING DISCIPLINE AND ANY ADDITIONAL SUPPORTING DOCUMENTS. CONSULTANTS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT FOR COORDINATION PRIOR TO SUBMITTAL OF CONSTRUCTION.

PLAN KEYNOTES	
NO.	DESCRIPTION
1	
2	
3	



**3 NEW DOOR ELEVATION**  
1/2" = 1'-0"

# STURGEON BAY SHELL

PROJECT NUMBER: 22-198  
211 MICHIGAN STREET  
STURGEON BAY, WI 54235

DESIGN PROFESSIONAL



ALLIANCE  
CONSTRUCTION & DESIGN  
1000 BROADWAY ST., WISCONSIN, WI 53001  
PROFESSIONAL SEAL

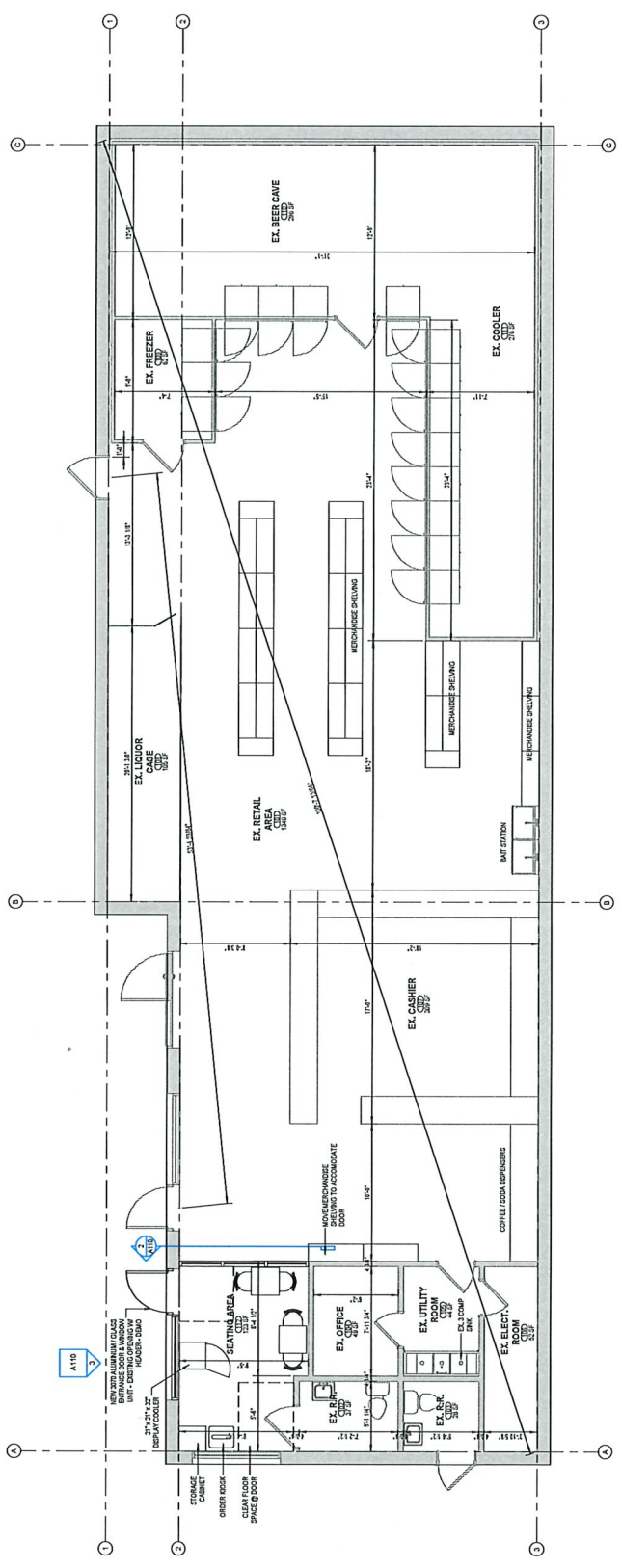
REVISIONS	
NO.	DESCRIPTION
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

STATUS: \_\_\_\_\_  
FOR APPROVAL

CURRENT AS OF: 5/11/2023 3:17:54 PM  
DRAWN BY: \_\_\_\_\_  
SCALE: AS SHOWN

FLOOR PLAN

# A110



**1 FIRST FLOOR PLAN**  
1/4" = 1'-0"



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](http://www.sturgeonbaywi.org)

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May 17, 2023

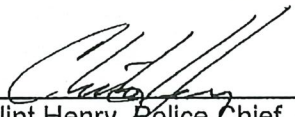
Stephanie Reinhardt  
City Clerk  
421 Michigan Street  
Sturgeon Bay, WI 54235

Ms. Reinhardt:

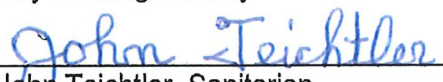
We, the undersigned, have received a request for certification of compliance for a Class A Beer and Class A Liquor license:

Jandu Oil Inc  
Agent: Parvinder Jandu  
922 South Duluth Avenue  
Sturgeon Bay, WI 54235  
DBA: The S Stop  
Date: June 7, 2023 – June 30, 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



C 230515  
#3

# Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 06-07-23 ending: 06-30-23  
(mm dd yyyy) (mm dd yyyy)

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

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

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

Applicant's Wisconsin Seller's Permit Number 456-1029854477-04	
FEIN Number 84-3773824	
TYPE OF LICENSE REQUESTED	FEE
<input checked="" type="checkbox"/> Class A beer	\$ 8.33
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input checked="" type="checkbox"/> Class A liquor	\$ 41.67
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ 20.00
<b>TOTAL FEE</b>	<b>\$ 70.00</b>

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

JANDU OIL INC (doing business as S-Stop)

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

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
JANDU	PARVINDER	SINGH	6452 W WHITEFISH BAY RD STURGEON BAY 54235
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Jandu	Parvinder	Singh	6452 W Whitefish Bay Rd, Sturgeon Bay WI 54235
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name S-STOP Business Phone Number 920-743-9421

2. Address of Premises 922 S DULLUTH AVE Post Office & Zip Code STURGEON BAY 54235

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

WALK IN COOLERS, SALES FLOOR, BACK ROOM AND OUTSIDE SHED

333-0112  
Parvinder's  
Cell

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

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

(b) If yes, under what name was license issued? THE S STOP INC

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

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

Contact Person's Name (Last, First, M.I.) <u>JANDU PARVINDER S</u>	Title/Member <u>President</u>	Date <u>5-14-2023</u>
Signature <u>[Signature]</u>	Phone Number <u>920 333 0112</u>	Email Address <u>ALGOMA1101@GMAIL</u>

**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk <u>5-15-23</u>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

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

Submit to municipal clerk.

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

To the governing body of: ☐ Town  
☐ Village of STURGEON BAY County of DOOR  
☒ City

The undersigned duly authorized officer/member/manager of JANDU OIL INC  
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as  
S-STOP  
(Trade Name)

located at 922 S DULLUTH AVE STURGEON BAY WI 54235

appoints PARVINDER JANDU  
(Name of Appointed Agent)  
6452 W WHITEFISH BAY RD STURGEON BAY WI 54235  
(Home Address of Appointed Agent)

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

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

JP EXPRESS EGG HARBOR AND JANDU PETROLEUM ALGOMA

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 25 YEARS

Place of residence last year 6452 W WHITEFISH BAY RD STURGEON BAY WI 54235

For: JANDU OIL INC  
(Name of Corporation / Organization / Limited Liability Company)

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

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

## ACCEPTANCE BY AGENT

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

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

[Signature] 5-14-23  
(Signature of Agent) (Date)

6452 W WHITEFISH BAY RD STURGEON BAY WI 54235 Agent's age 49  
(Home Address of Agent) Date of birth 10/19/1974

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

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

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

# Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
JANDU		PARVINDER		SINGH	
Home Address (street/route)		Post Office	City	State	Zip Code
6452 W WHITEFISH BAY RD		STURGEON BAY	STURGEON BAY	WI	54235
Home Phone Number		Age	Date of Birth	Place of Birth	
920-746-0518		49	10/19/1974	INDIA	

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

- ☐ Applying for an alcohol beverage license as an **individual**.
- ☐ A member of a **partnership** which is making application for an alcohol beverage license.
- ☒ **MEMBER** \_\_\_\_\_ of **JANDU OIL INC**

(Officer / Director / Member / Manager / Agent)

(Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

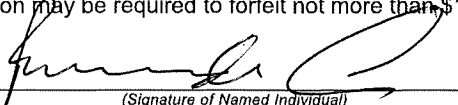
The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 25 YEARS
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ..... ☐ Yes ☒ No  
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ..... ☐ Yes ☒ No  
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ..... ☒ Yes ☐ No  
If yes, identify. JP EXPRESS EGG HARBOR AND JANDU PETROLEUM ALGOMA  
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ..... ☐ Yes ☒ No  
If yes, identify. \_\_\_\_\_  
(Name of Wholesale Licensee or Permittee) (Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
SELF EMPLOYED	1101 LAKE ST ALGOMA 54201	04/19/2002	Current
Employer's Name	Employer's Address	Employed From	To
SELF EMPLOYED	5493 MONUMENT POINT RD 54201	01/01/2016	Current

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

  
 (Signature of Named Individual)



### 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: Nancy Bertz

Establishment Name: Stone Harbor Resort

Address: 107 N 1st Ave Sturgeon Bay, WI 54285

Phone/Email: 920.746.0700 nbertz@stoneharbor-resort.com

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Written Request Submitted | <input type="checkbox"/> Cert of Insurance (additional insured) submitted |
| <input checked="" type="checkbox"/> Scaled Diagram submitted  | <input checked="" type="checkbox"/> Hold Harmless Certificate submitted   |
| <input checked="" type="checkbox"/> Fee Paid <u>220.00</u>    |   |

Date Completed Application Submitted: 5-16-23

Community Development Approval: [Signature] 5-19-23

Department of Public Works Approval: [Signature] 5-19-23

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."



## HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

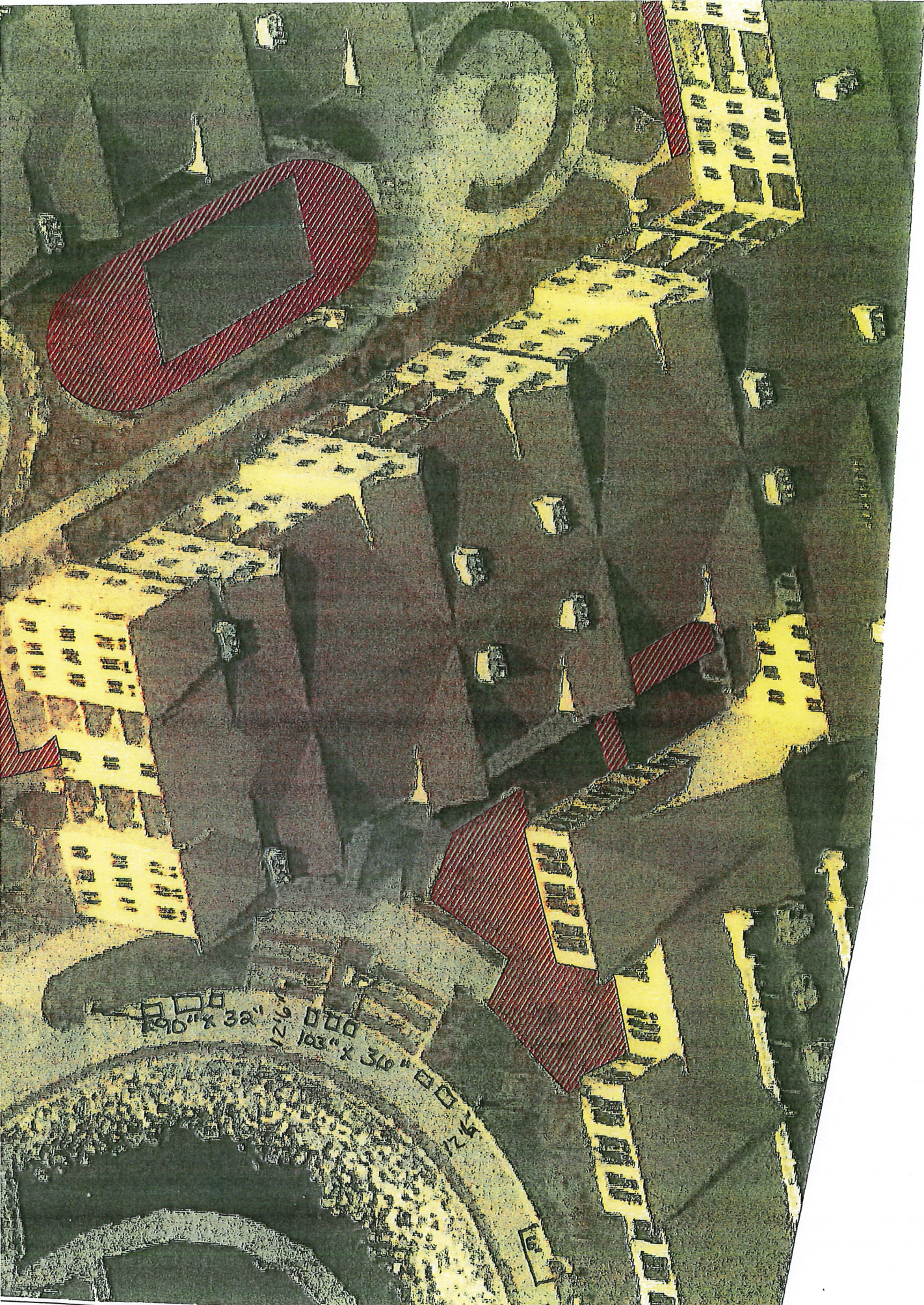
The undersigned agrees that as a condition of the City approving the use as an encroachment in the public right-of-way, it will maintain usage, and continue to provide a minimum of six foot unobstructed area for public use and passage in said public right-of-way.

Dated this 16<sup>th</sup> day of May

By: Nancy Bertz

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









# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/16/2023

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

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

<b>PRODUCER</b> Ansay & Associates, LLC. 888 State Hwy 153, Suite 200 Suite 310 Mosinee WI 54455	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 715-693-2100	<b>FAX (A/C, No):</b> 715-693-2538
<b>E-MAIL ADDRESS:</b> info@ansay.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURER A:</b> Selective Insurance Co. of America		
<b>INSURER B:</b> Employers		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 1239182906 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	S2344460	4/6/2023	4/6/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			S2344460	4/6/2023	4/6/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			S2344460	4/6/2023	4/6/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	EIG522916500	4/6/2023	4/6/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

The City of Sturgeon Bay is an additional insured on the General Liability policy. A Waiver of Subrogation applies to the General Liability policy as well.

## CERTIFICATE HOLDER

City of Sturgeon Bay 421 Michigan St Sturgeon Bay WI 54235	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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## 2023/2024 City of Sturgeon Bay Liquor Licenses

88

### "Class B" Comb. Licenses

BH Canvas, LLC (Crate)  
 Butch's Bar II, LLC  
 Carter Holdings, LLC (Brick Lot Pub & Grill)  
 Greystone Castle, LLC  
 IMBN, Inc (White Birch Inn)  
 JW & MA Enterprises, LLC (Inn at Cedar Crossing)  
 Kitty O'Reilly's Irish Pub, LLC  
 Nightingale SC, LLC (Nightingale Supper Club)  
 P.V.C.N., Inc (Apple Valley Lanes)  
 Poh's Corner Pub, LLC  
 Sonny's Pizzeria, LLC (Sonny's Italian Kitchen)  
 Sturgeon Bay Red Room, LLC (Red Room)  
 Trattoria DalSanto, LLC

### Class "B" Beer Licenses

A to Z Cuisine, LLC (Bluefront Café)  
 Bridgeport Resort Condo Owners Assoc. Inc. (Bridgeport Resort)  
 Dromhus Door County, LLC  
 Get Real Café, LLC  
 Hong Kong Buffet Guo, Inc (Hong Kong Buffet)  
 Howie's Tackle & Archery, LLC  
 Morning Glory of Door County, LLC (Morning Glory by the Bay)  
 Benigno Sandoval (El Sazon)  
 The Salty Seagull Miniature Golf, LLC  
 Scaturro's Baking Co & Café, LLC  
 Starboard Brewing Company, LLC  
 Third Avenue Playhouse, Inc (Third Avenue Play Works)  
 2 Brews, LLC (Wickman's 2 Brews)

### Agent

Wendi Sue Carter  
 Clarence G Cumber, Jr.  
 Wendi Sue Carter  
 Gregory Melvin Ebel  
 Abby K Hess  
 Reagan O. Smoker  
 Amy Lynn Crook  
 Farran Lee Tafacory  
 Michelle Jean Pfannenstiel  
 Kim Marie Poh  
 Laura Estes  
 Nicholas Robert Hoffman  
 Michael Anthony DalSanto

### Agent

Adriana Zumpano-Stack  
 Thad G Birmingham  
 Heather L Weasler  
 Veronica Janice Ripp  
 Qi Wen Guo  
 Lance L LaVine  
 Nerymar Ramirez  
 Susan Lee Hartzell  
 Robert Stephen Scaturro  
 Patrick Joseph Surfus  
 Jacob Henry Janssen  
 Steven John Wickman

### Address

136 N 3rd Ave  
 234 Kentucky Street  
 253 N 3rd Ave  
 8 N Madison Ave  
 1009 S Oxford Ave  
 336 Louisiana Street  
 59 E Oak St  
 1541 Egg Harbor Rd  
 1217 N 14th Ave  
 164 N 3rd Ave  
 129 N Madison Ave  
 66 S 3rd Ave  
 117 N 3rd Ave

### Address

86 W Maple St  
 50 W Larch St  
 611 Jefferson St  
 43 S Madison Ave  
 1300 Egg Harbor Rd, Ste #102  
 1309 Green Bay Rd  
 306 S 3rd Ave  
 1449 Green Bay Rd, Ste 2  
 630 S Grant Ave  
 19 Green Bay Rd  
 151 N 3rd Avenue  
 239 N 3rd Avenue  
 154 S 3rd Avenue

## 2023/2024 City of Sturgeon Bay Liquor Licenses

### "Class A" Comb. Licenses

American Petroleum, LLC (**Downtown Shell**)  
Cherryland Oil & Investment, LLC (**Cherryland Mini Mart**)  
Coborn's, Inc (**Tadych's Marketplace Foods**)  
Dreamland Bay, LLC (**Bay Ridge Mobil**)  
Healthy Way Market, LLC  
Jandu Oil, Inc (**S-Stop**)  
Kwip Trip, Inc (**Kwik Trip 1209**)  
L & P Convenient Store Sturgeon Bay, LLC  
Lavine's Inc (**The Wine Cellar**)  
Marchant's Meats and Sausage, LLC  
McCarthy & Company LTD (**Madison Avenue Market & Wine**)  
R S Patel LLC (**Hot N' One Mobil**)  
Shop-Rite, LLC (**Pick n' Save #329**)  
Tripura Petroleum, Inc (**BP**)  
Wal-Mart Stores East, LP (**Wal-Mart #1316**)  
Wisconsin CVS Pharmacy, LLC (**CVS Pharmacy #10419**)

### Agent

Connie M Mason  
Basudev Adhikari  
Jon Robert Calhoun  
Saugat Baral  
Adam D Goettelman  
Parvinder Singh Jandu  
Logan Michael Byrne  
Terra Ann Grovogl  
Joseph Daniel LaVine  
Mark Allen Marchant  
Diana Jean McCarthy  
Bhavin H Patel  
David R. Nath  
Dharma Raj Dhungana  
Michael Lane  
Amanda Moll

### Address

211 Michigan St  
1331 Green Bay Rd  
1250 N 14th Ave  
1009 Egg Harbor Rd  
216 S 3rd Ave  
922 S Duiluth Ave  
1639 Egg Harbor Rd  
1130 Green Bay Rd  
825 Egg Harbor Rd  
51 Green Bay Rd  
25 & 27 S Madison Ave  
25 N Madison Ave  
1847 Egg Harbor Rd  
253 Michigan St  
1536 Egg Harbor Rd  
1407 Egg Harbor Road

### Class "A" Beer Licenses

### Agent

### Address

### Class "A" Liquor Licenses

Bridgeport Resort Condo Owners Assoc, Inc. (**Bridgeport Resort**)  
Clario Farms, LLC (**Clario Farmstead Pasta**)

### Agent

Thad G Birmingham  
Claire H Thompson

### Address

50 W Larch St  
19 N 3rd Ave

2023/2024 City of Sturgeon Bay Liquor Licenses

<u>"Class C" Wine License</u>	<u>Agent</u>	<u>Address</u>
A to Z Cuisine, LLC (Bluefront Café)	Adriana Zumpano-Stack	86 W Maple St
Dromhus Door County, LLC	Heather L Weasler	611 Jefferson St
5J SB, LLC (5th and Jefferson Café)	Frederick Thomas Young	232 N 5th Ave
Get Real Café, LLC	Veronica Janice Ripp	43 S Madison Ave
Hong Kong Buffet Guo, Inc (Hong Kong Buffet)	Qi Wen Guo	1300 Egg Harbor Rd, Ste #102
Morning Glory of Door County, LLC (Morning Glory by the Bay)	Nenymar Ramirez	306 S 3rd Ave
Scaturo's Baking Co & Café, LLC	Robert Stephen Scaturo	19 Green Bay Rd

<u>Class B Combo License (300 Seat License)</u>	<u>Agent</u>	<u>Address</u>
Sheehy & Hymn, LLC (Door County Fire Company)	Kenneth B Glasheen	38 S 3rd Ave

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

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

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: April 27, 2023

\* \* \* \* \*

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

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

## **City of Sturgeon Bay Fishing Tournament Rules and Regulations**

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

### **Definition:**

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

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



10. No permits for any tournament will be issued for the July 4<sup>th</sup> weekend (3 days). The weekend after the 4<sup>th</sup> of July holiday weekend, the last weekend in July and the 1<sup>st</sup> weekend in August.

### **Parking**

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

### **Weigh-ins**

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

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

## RECOMMENDATION

### TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to accept the bid from Valley Sealcoat, Inc. for the Otumba Park Tennis Court Resurfacing in an amount not to exceed \$49,994.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: May 9, 2023

\*\*\*\*\*

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

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

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

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

## Executive Summary

**Date:** May 3, 2023

**Title:** Otumba Park Tennis Court Resurface

**Background:** On May 3<sup>rd</sup>, 2023 the Municipal Services Department opened proposals for the resurfacing of tennis courts at Otumba Park. The basketball court is attached to the tennis courts and was its own line in the bid, the prices listed below are combined prices. There were two options in the bid specification, one is the more traditional sealant, the other is to use a binder and fiberglass prior to finishing to provide a longer lasting finished product. In accordance with the City of Sturgeon Bay Purchasing & Property Accountability Policy, specifications were prepared, and competitive sealed bidding was used to obtain pricing. Two bids were received.

Pro Track Tennis, Inc.  
Bennington, NE

Option A Price: \$63,800

Option B Price: \$81,250

Valley Sealcoat, Inc  
Appleton, WI

Option A Price: \$28,290

Option B Price: \$49,994

The 2023 capital budget line 10-510-000-59015 included \$50,000 for the purchase.

**Fiscal Impacts:** \$49,994

**Recommendation:** Staff recommends proceeding with the resurfacing project with Valley Sealcoat, Inc at a price not to exceed \$49,994. This will include the tennis courts and basketball court. The project will not be completed until June 2024.

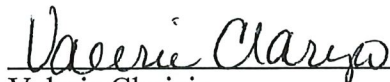
**Prepared By:**



Mike Barker  
Municipal Services Director

**Date:** 03 MAY 2023

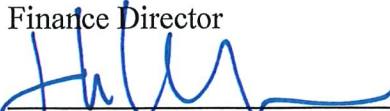
**Reviewed By:**



Valerie Clarizio  
Finance Director

**Date:** 5/3/23

**Reviewed By:**



Josh VanLieshout  
City Administrator

**Date:** 5/4/23

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

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the consulting services agreement with Stantec in the amount of \$58,000.

Respectfully submitted,

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: May 9, 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: Consulting Services Agreement – Stantec – Surveying/Engineering for S. Hudson Ave Development

Background: The City of Sturgeon Bay owns 5.5 acres of land fronting on the west side of S. Hudson Ave and the south ends of S. Fulton and S. Geneva Avenues. The Common Council determined it wanted to develop the land into primarily single-family dwellings that would be relatively affordable to the City's workforce, preferably in the \$250,000 to \$300,000 range. Given the high cost of construction and infrastructure, it has been a challenge. But, the City staff has been working with a development group headed by Paul and Joe Shefchik on a plan for new homes within an acceptable price range. The City would provide financial assistance for the required infrastructure, including utilities, streets and stormwater management in exchange for restrictions on the price of the homes, limiting the buyers to Door County workers, and other restrictions. It is anticipated that a development agreement will be ready for review and approval in the near future.

In order to proceed with the project, engineering and surveying services are needed to create the subdivision lots and design the streets, utilities, and drainage. Stantec submitted a proposal and can do the necessary work for \$58,000. We believe the site can yield about 23 lots so the price works out to about \$2,500 per lot.

Although a formal agreement to construct on the lots hasn't been approved yet, staff prefers to move forward with the design work. The tasks outlined in the Stantec proposal will need to be accomplished regardless of who the ultimate developer is. It is the desire to begin the design work so that actual construction can potentially commence yet this year.

Options:

1. Approve the consulting services agreement with Stantec.
2. Seek other proposals to perform the engineering and surveying services.
3. Wait until a formal development agreement is approved before proceeding with design.
4. Decide not to pursue the development of the property at this time.

Fiscal impact: The agreement is for total of \$58,000. Funds from the Affordable housing TIF account can be used for this expense, but the City could also use other sources.

Recommendation: Assuming the Council still wants the land developed into single-family homes geared toward the County's workforce, the design work is a critical to getting the project going. Staff recommends approving the Consulting Services Agreement with Stantec.

Prepared by: Martin Olejniczak  
Martin Olejniczak, Community Development Director

5/4/2023  
Date

Reviewed by: Val Clarizio  
Val Clarizio, Finance Director

5/4/23  
Date

Reviewed by: \_\_\_\_\_  
Chad Shefchik, City Engineer

\_\_\_\_\_  
Date

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

5/4/23  
Date



Stantec Consulting Services Inc.  
312 N. 5<sup>th</sup> Avenue  
Sturgeon Bay, WI 54235

May 2, 2023

Project/File: 24 lot subdivision S. Hudson Ave

Marty Olejniczak  
City of Sturgeon Bay  
421 Michigan Street  
Sturgeon Bay, WI 54235  
920-746-2900  
[molejniczak@sturgeonbaywi.org](mailto:molejniczak@sturgeonbaywi.org)

Dear Marty,

**Reference: Proposal for Engineering/Surveying**

Based on the sketch plan reflecting approximately 24 lots and a storm pond west of S. Hudson Avenue (shown as Exhibit A in this proposal), Stantec proposes the following scope of services to complete a state plat and civil design for the development.

## Scope of Work:

Stantec shall provide Civil Engineering and Land Surveying professional services for the Project. Stantec will self-perform Tasks A through C and are further described herein. We have organized the project tasks into the following categories:

- A. Survey
- B. Engineering
- C. Construction Administration

These tasks are described in further detail below.

## TASK A – SURVEY SERVICES

### Deliverables:

#### **1. Existing conditions survey with topographic and utility verification**

Stantec will prepare an existing condition of the subject property. The exterior of the parcel will be as per Certified Survey Map No. 2862 by Michael McCarty S-2298 dated 7-8-14. Easements and restrictions of record will be depicted as per information provided by the client. The survey will also depict site topographic information as applicable and as collected by field survey. It will include the following:

- One-foot interval contours
- Existing site improvements including buildings, parking areas, drives, pavement and other improvements.
- Public roadway pavement and improvements from parcel to centerline
- Berms, swales and drainage features
- Utility structures to include storm sewer, watermain and sanitary sewer including inverts and pipe sizes.
- Buried utility lines as marked by Digger's Hotline

## **2. Preliminary Subdivision Plat**

Stantec will prepare a Preliminary Subdivision Plat with 24 lots and 1 outlot that meets the requirements of local and State requirements. This task includes coordinating submittal of this document.

## **3. Final Subdivision Plat**

Stantec will prepare a Subdivision Plat based on the approved Preliminary Subdivision Plat that meets the requirements of local and State requirements. This task includes coordinating submittal of this document. It is assumed that the entire Preliminary Subdivision Plat will be platted in one phase

## **4. Set subdivision property corner**

Stantec will set property corners as per Wis. Stats. S. 236.15.

## **5. Construction Staking**

Stantec will provide construction staking for the project. A total of 6 trips are included in this proposal. The following items will be staked:

- The centerline will be staked a maximum for three times – stripping, rough grading and final grading.
- Drainage swales, detention ponds and erosion control will be stake two times.
- Sanitary sewer, storm sewer and watermain will be staked one time.
- Curbing will be staked one time.

## **6. As Built**

Stantec will as built installed sanitary sewer, storm sewer, curb stops, gate valve and detention pond after substantial completion. As built drawings will be created for the listed items.

# **TASK B – ENGINEERING SERVICES**

- Stantec will provide construction ready plans for the street, sewer, water, and storm sewer associated with improvements to S. Hudson Ave, S. Geneva Ave, and S. Fulton Ave. A master grading plan will also be prepared establishing proposed home, driveway grades, and drainage patterns.

## **Deliverables:**

- Construction plan packet.
  - Roadway, sewer and water plans and profiles
  - Storm sewer plans and profiles



- Road and curb design
  - Connection to existing road stubs.
- Stormwater pond design for the subdivision.
- DNR application for municipal sewer and water mains.
- DNR application for land disturbance permit due to overall land disturbance exceeding one acre, including stormwater pond design showing DNR peak flow and quality goals are met.
- Site work specifications including quantity list for bidding. Actual bidding, advertising and bid review by City directly.
- CAD files supplied to City

## **TASK C – CONSTRUCTION ADMINISTRATION**

- Contractor and City questions will be answered during construction on an as needed basis.
- This does not include on-site inspection services which are assumed to be handled by the City directly.

### Deliverables:

- None

## **EXCLUSIONS:**

### Not included (separate proposal if needed):

- Electric service design (assumed to be completed directly by SBU). Application efforts by City directly.
- Gas service design (assumed to be completed directly by WPS). Application efforts by City directly.
- Site Lighting and Photometric Plan.
- Detailed Landscape Plan.
- Construction bidding.
- Construction Inspection.
- Fees charged by review agencies.
- Meetings/testimony at the City.

## **SCHEDULE:**

Stantec will work with you to come up with a mutually agreeable schedule for entitlements, approvals, permitting and bidding of the projects. It is anticipated that completing the design, gaining approvals, and permits may take anywhere from 2 to 4 months to complete.

Project delays could be incurred due to factors outside our control such as slow response from regulators and timing of municipal sewer service to the site as well as delays caused by the COVID-19 pandemic. That said, Stantec will work closely with the Client to meet schedule expectations and develop a mutual agreement of when the final deliverables will be completed.



## FEES:

Professional services as identified in the above scope of work for Task A, B and C will be completed on a Fixed Fee basis. Invoices will be sent monthly for services rendered based on the percentage of each task that has been completed to date. Fees are identified below.

Task A – Surveying	\$22,500
Task B – Engineering	\$31,000
Task C – Construction Administration	\$4,500
<b>TOTAL</b>	<b>\$58,000</b>

Additional Meetings at standard billing rates

Stantec will not exceed the Fixed Fee budget as defined above without written approval of a change order from the Client. Additional requests from the Client or others will be considered additional services and additional budget will then need to be authorized by the Client prior to the work being completed.

\* Usual and customary expenses such as, review fees, municipal fees, postage, delivery, title reports and documents purchased are not included and will be invoiced at cost.

## ASSUMPTIONS AND CONDITIONS:

- A. Stantec reserves the right to reallocate budget between tasks but will not exceed the total contract without approval.
- B. It is assumed there are no wetlands, environmental issues or floodplain on the site. It is assumed studies deemed necessary by any review agency will be provided directly by the City.
- C. It is understood the Client will coordinate any necessary Geotechnical investigations, which will be completed by others. The Client will provide Stantec geotechnical recommendations for information such as, but not limited to, retaining walls, infiltration, pavement design, foundation considerations, etc. The site is located in area of shallow bedrock, likely allowing the City to utilize it's standard street cross-section. Any change from the standard would require a geotechnical report be provided by the City.
- D. The City will complete all aspects of the bidding process, except for responding to Requests for Information (RFIs).
- E. Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third-party charges will be charged as invoiced to Stantec with a 10 percent markup.
- F. Client and regulatory correspondence and meetings not specified herein will be provided as supplemental services, if desired.
- G. Stantec will not enter any form of litigation regarding the services performed in the tasks defined by this proposal.
- H. Stantec not responsible for any costs incurred due to schedule delays beyond our control (e.g. weather, client-induced delays, non-performance of other contractors, etc.)

## ADDITIONAL SERVICES:

No additional services other than those specifically identified in the body of this proposal are included in the Scope of Work. If items outside the above-mentioned Scope of Work are found to be required, Stantec can provide you with additional professional services as an amendment to the base contract.

## CONTRACTING

Stantec will provide these services on a Fixed Fee basis by task unless noted otherwise. Stantec will invoice monthly, for each task listed above in proportion to the amount of work complete for each individual task. Payment terms will be 30 days upon receipt. Any applicable state and local taxes are not included.

By signing this proposal, the Client authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the below date:

\_\_\_\_\_  
Per City of Sturgeon Bay

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Signature

## CLOSING:

Thank you for the opportunity to provide you with our Proposal. We trust this proposal meets your approval and has addressed the project goals we have discussed. If you have any questions, or require any additional information, please call me at (920)-298-1759. We look forward to working with you on this project.

Regards,

**STANTEC CONSULTING SERVICES INC.**



**Peter Hurth, P.E.**  
[peter.hurth@stantec.com](mailto:peter.hurth@stantec.com)



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

**DESCRIPTION OF WORK:** Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

**TERMS AND CONDITIONS:** No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

**COMPENSATION:** Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make payment by Electronic Funds Transfer when requested by Consultant.

**NOTICES:** Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

**TERMINATION:** Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

**ENVIRONMENTAL:** Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

**PROFESSIONAL RESPONSIBILITY:** In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

**INDEMNITY:** The Consultant shall indemnify and hold the Client harmless from damages, losses, or expenses, including reasonable attorney's fees to the extent permitted by common law or statute, to the comparative extent the same are proximately caused by the negligent acts, errors or omissions of the Consultant. The Client does not waive any immunity afforded by applicable law.

**LIMITATION OF LIABILITY:** Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

**DOCUMENTS:** All documents prepared by Stantec or on behalf of Stantec in connection with the Project shall, upon payment to Stantec of the compensation prescribed in this Agreement, become the property of Client. These documents may not be used for any other purpose without the prior written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Client shall release, indemnify and hold Stantec, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of data files supplied in electronic format ("Electronic Files") to the extent altered or modified by anyone other than Stantec or a consultant or vendor providing work to Stantec within the scope of the Services. Electronic files that do not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

**FIELD SERVICES:** Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

**GOVERNING LAW/COMPLIANCE WITH LAWS:** The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.



**DISPUTE RESOLUTION:** If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

**ASSIGNMENT:** The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

**SEVERABILITY:** If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

**FORCE MAJEURE:** Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

**COVID-19:** The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

**BUSINESS PRACTICES:** Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

**FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.**



# Tax Parcel Report

Courtesy of the Door County Land Information Office

PROTECT LOCATION... from the GIS Map of ...



( //map.co.door.wi.us/map )

Door County, Wisconsin

... for all seasons!



May 2019 Orthophoto as default backdrop



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.

Data Current through April 7th 2023

Parcel Number: 2816818000607B - CITY OF STURGEON BAY

PDF Map#: 18

PLSS Section-Town-Range: NW of NW 18-27-26

Property Address:

Owner Name: CITY OF STURGEON BAY

Co-Owner:

Mailing Address:

421 MICHIGAN ST  
STURGEON BAY, WI 54235

Legal Description (See recorded documents for a complete legal description):

LOT 2 CSM #2862 V.17 PG.192 SEC. 18-27-26 NWNW

School District: Southern Door

Valuations: 2023

Taxes: 2022

Acres: 5.47

Real Estate Tax: \$0.00

Land Value: \$0

Special Tax: \$0.00

Improved Value: \$0

Forest Tax: \$0.00

Forest Value: \$0

Est Fair-Market Value: \$0

\* Valuations are subject to change until Final Board of Review. Contact Local Assessor for questions regarding assessed valuations.

## RECOMMENDATION

### TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve hiring Cedar Corp for engineering services for Industrial Flex Building in the Sturgeon Bay Industrial Park.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: May 30, 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: Engineering Services for Industrial Flex Building in Sturgeon Bay Industrial Park

Background: The City entered into a memorandum of understanding with Howard Immel Inc. (Immel) regarding the development of a multi-tenant industrial building on a portion of the former Zak property now owned by the City. The MOU allowed the parties to continue their due diligence for constructing the proposed flex building. The building is estimated to contain about 50,000 square feet and have space for up to about 5 tenants. It would be designed to be flexible such that any number of tenants could use it based upon their individual needs.

The project continues to progress. Immel is working on securing a developer/owner of the building and potential tenants. The City is considering overall development of the Zak property, including stormwater management and concepts for dividing the property. Civil engineering services are now needed. Immel and City staff jointly requested proposals from various firms to perform the needed services. By coordinating and using the same engineering firm, the project will go smoother and potentially result in lower costs. The contract, if awarded, would be split into City required services and Immel required services.

Two proposals were received from Cedar Corp and Stantec. The City has worked extensively with both firms and is comfortable with either. The Cedar proposal has a cost of \$21,500 for the City services and \$15,500 for the Immel services, plus a range of \$3,200 - \$4,500 for stormwater management design (likely split between City/Immel). The total is \$40,200-\$41,500. Cedar also provided a detailed timeline that meets the needs of Immel and the City.

The Stantec proposal had a total cost of \$42,500, with the City services being \$16,000 and Immel services being \$26,500. But staff believe some of the services shown for Immel would actually be City services so the actual City cost of the Stantec proposal is probably about \$21,000. Stantec did not provide a specific timetable but would take 2-3 months to complete and would work with Immel/City on the actual schedule.

The implementation of the industrial flex building is expected to involve City participation through tax increment financing or other means. Proceeding with the actual development will require additional information and negotiation with the developer and/or Immel. The fact that Immel is willing to spend resources is encouraging. It is also noted that the services to be performed for the City are items that would be needed to plan for the future development of the former Zak property and divide it into building sites. This is regardless of whether the industrial flex building is approved and built.

Fiscal Impact: About \$20,000 to \$25,000.

Recommendation: Proceeding with engineering services makes sense and both proposals are reasonable. After discussions amongst staff and with Immel, the recommendation is to hire Cedar Corp for the work.

Prepared by: Martin Olejniczak  
Martin Olejniczak, Community Development Director

5-25-2023  
Date

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

5/25/2023  
Date



## REQUEST FOR PROPOSAL

May 10, 2023

To Whom It May Concern:

Immel Construction and the City of Sturgeon Bay would like a proposal from your office for civil engineering design services for the **Sturgeon Bay Business Center** in Sturgeon Bay, WI. We have attached preliminary plans and description of the project for your reference. The overall property from which the new development will be created is 17.8 acres located between S. Neenah Ave and Shiloh Road – parcel #2816473000102. The following is a summary of the scope of services that shall be included with your proposal.

### Contract A – Services for City of Sturgeon Bay

1. Locate right-of-way of municipal roads to establish setbacks.
2. Locate existing utilities (all overhead and underground, public and private utilities) and any manmade objects near proposed building.
3. Indicate any zoning, deed or right-of-way restrictions available on record.
4. Create a concept plan for subdividing the overall 17.8-acre parcel.
5. Create certified survey map of lot to be used for Sturgeon Bay Business Center.
6. Locate any trees above 4" caliper within 25' of the proposed building location. Indicate size and species.
7. Identify 1' topography within 25' of the proposed building location.
8. Provide .dwg file of new surveys/drawings.
9. Locate all wetlands and flood plain on the property.
10. Create a concept plan for stormwater management for the overall property including regional detention pond. The City will consider a pond location on the adjoining property to the north if deemed more appropriate from a design/cost perspective.
11. Geotechnical Report
  - Take 8 borings based on the proposed concept plan across the 17.8 acre site for road, utility work, for future development.
  - Concurrently, take borings at all 4 building corners of the attached building plan and provide analysis and testing to determine soil conditions including subsurface soil profile, bearing pressure, soil sub-grade modulus, active/passive soil pressure coefficient, seismic soil class, ground water information.
  - Provide exploration logs and laboratory/ test results.
  - Provide summary of soils with a recommendation for structural foundation.



1820 Radisson St.  
Green Bay, WI 54302  
O: 920.468.8208  
F: 920.468.7160  
[www.immelconstruction.com](http://www.immelconstruction.com)

Contract B – Services for Immel Construction

1. Preparation of plans, specifications and estimates of costs for construction of the proposed building.
  - Elevation, grading and drainage plan.
  - Wet/dry site utilities and piping plans.
  - Civil details including curbs, gutters, sidewalks, paving, trash enclosures, catch basins, manholes, fencing, etc.
  - Landscape and irrigation plans.
2. The consultant shall also secure all necessary permits from all approving agencies including, but not limited to the City of Sturgeon Bay and the Wisconsin Department of Natural Resources.

Provide a cost breakdown of services for each separate contract above and include all fees associated with the work. Include billing rates for additional services and authorized reimbursable expenses. **Proposals are due by noon on Monday, May 22<sup>nd</sup>.**

Time is of the essence for this project. Please provide your earliest start and completion date for this work. The anticipated construction start for this project is Fall 2023.

Should you have questions or require any additional information regarding the services we are requesting please feel free to call as follows:

For questions regarding work associated with the City of Sturgeon Bay:

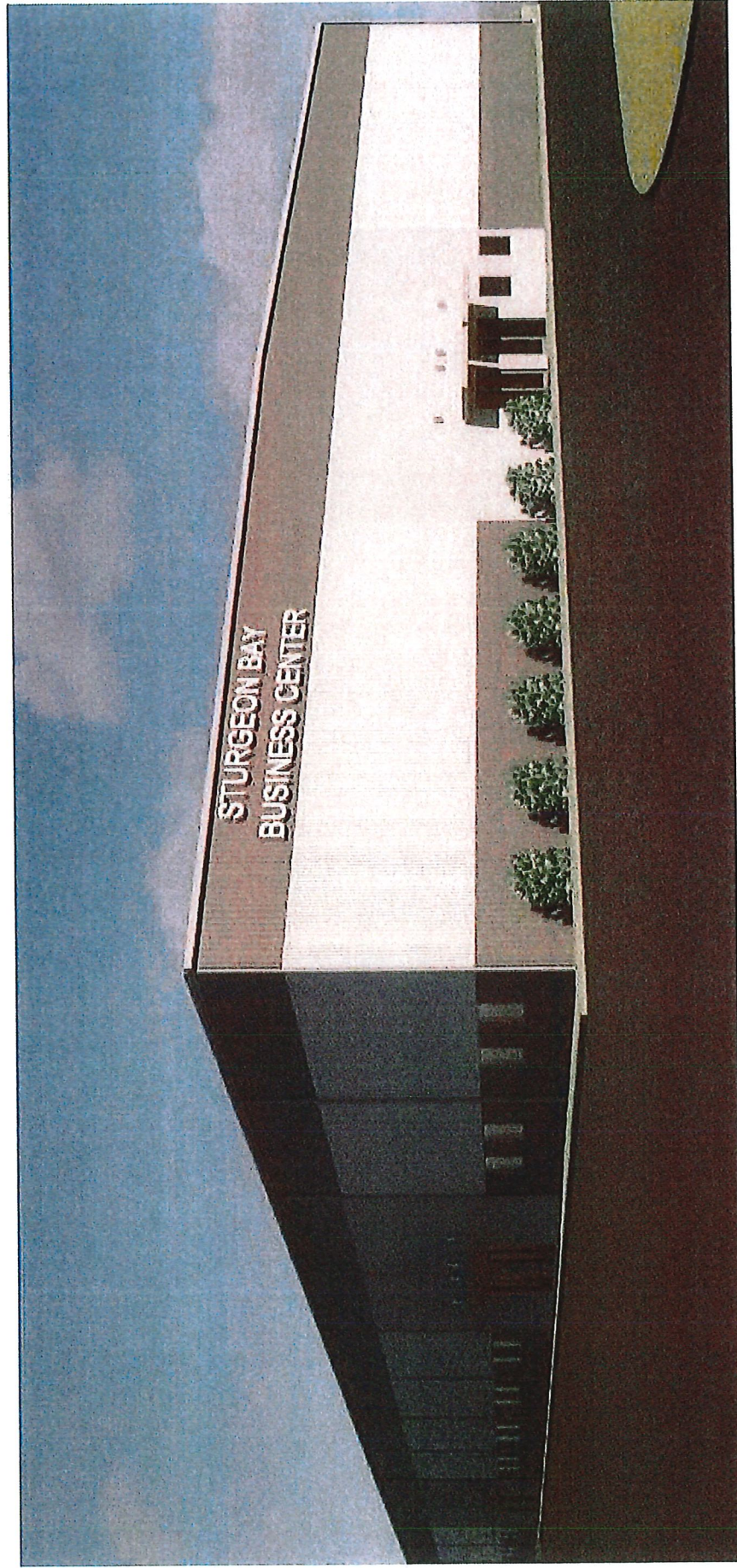
Marty Olejniczak  
Community Development Director, City of Sturgeon Bay  
[molejniczak@sturgeonbaywi.org](mailto:molejniczak@sturgeonbaywi.org)  
920-746-6908

For questions regarding work associated with Immel Construction:

Carol Karls  
Director of Preconstruction & Client Services  
[carolka@immelconstruction.com](mailto:carolka@immelconstruction.com)  
920-406-0159



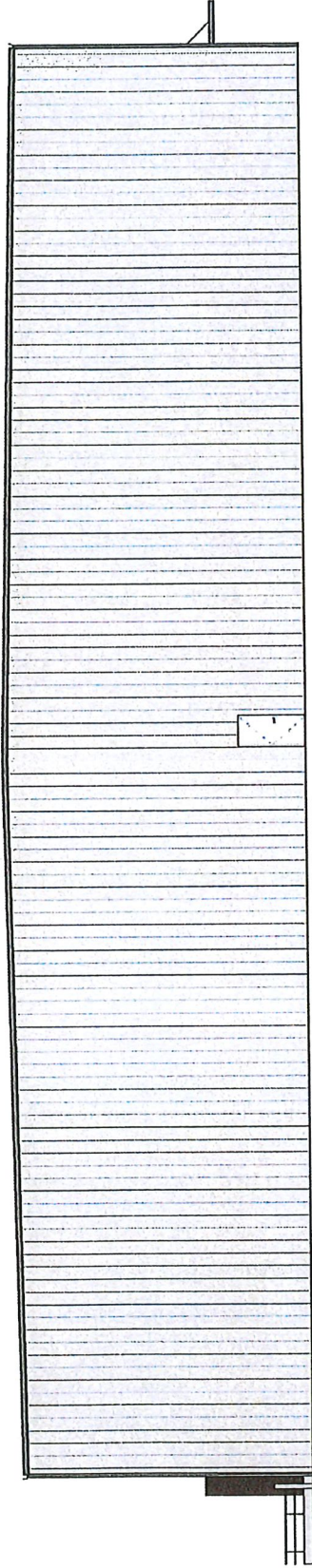
**STURGEON BAY BUSINESS CENTER**  
NORTHWEST CORNER





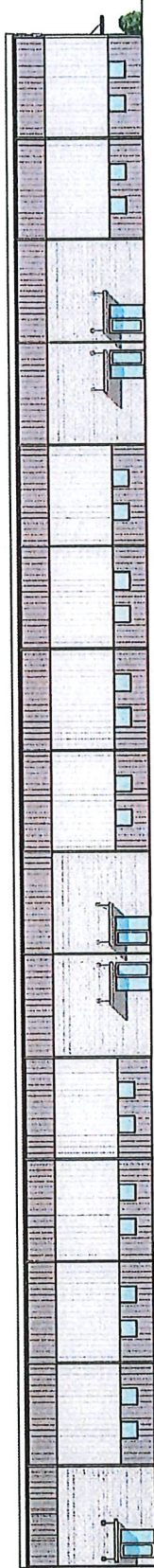


**STURGEON BAY BUSINESS CENTER**  
**EAST ELEVATION**

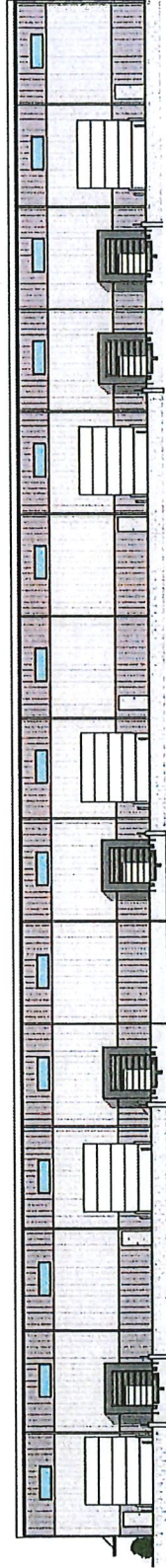




**STURGEON BAY BUSINESS CENTER**  
**NORTH ELEVATION**

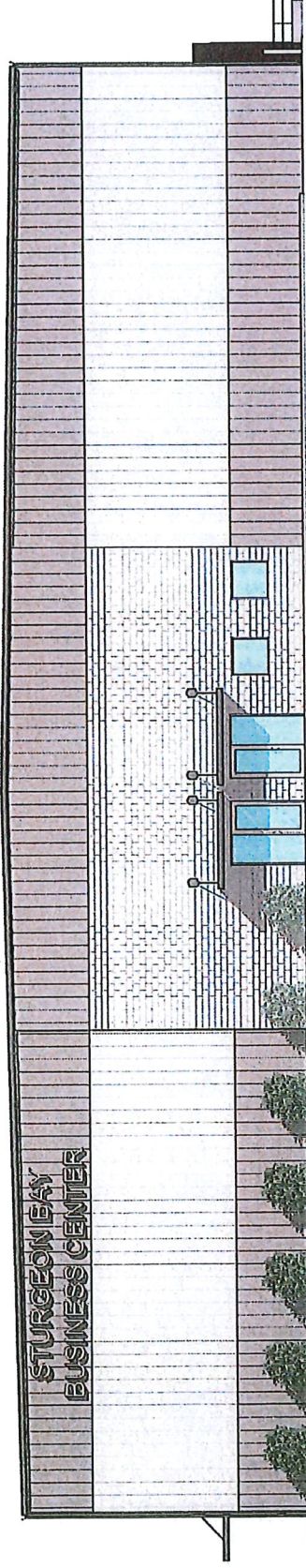


**STURGEON BAY BUSINESS CENTER  
SOUTH ELEVATION**



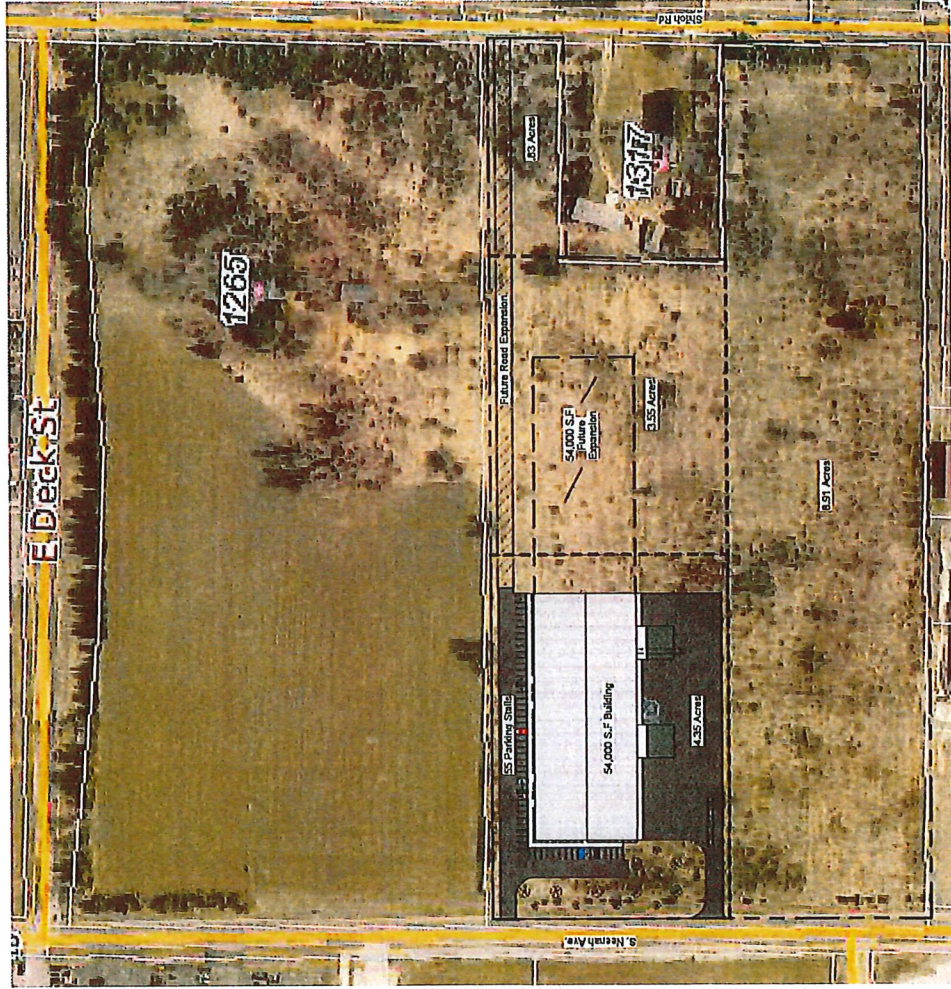


**STURGEON BAY BUSINESS CENTER  
WEST ELEVATION**





**STURGEON BAY BUSINESS CENTER  
SITE PLAN**





<b>Date</b>	May 22, 2023
<b>To</b>	Marty Olejniczak, Community Development Director, City of Sturgeon Bay Carol Karls, Director of Preconstruction & Client Services, Howard Immel, Inc.
<b>From</b>	Thad Majkowski, P.E. Mike Kaster, P.E.
<b>Subject</b>	Sturgeon Bay Business Center - Proposal

Per our discussion regarding the proposed Business Center Development and review of the Request for Proposals dated May 10, 2023, we have an excellent understanding of the needs of the City of Sturgeon Bay (City) and Howard Immel, Inc. (Immel) to provide a services to meet the requirements of Contract "A" – Services for the City of Sturgeon Bay and Contract "B" – Services for Immel Construction in order to secure competitive bids for a 2023 letting with construction to begin in the Fall 2023 Construction Season.

The Project Services to be completed are as follows per each Contract:

**Contract "A" – Services for City of Sturgeon Bay**

- Locate the right of way of municipal roads to establish setbacks.
- Locate existing utilities (all overhead and underground, public and private utilities) and objects near the proposed building.
- Indicate any zoning, deed or right of way restrictions available on record at the City Hall.
- Create one (1) concept plan for subdividing the overall 17.8 acre parcel.
- Create a certified survey map of the lot to be used for the Sturgeon Bay Business Center. Boundaries to be defined by the City and Immel.
- Locate any trees above 4" caliper within 25 feet of the proposed entire site. Indicate size and species.
- Identify 1 foot topography with 25 feet of the proposed entire site.
- Provide .dwg file of new surveys/drawings.
- Locate all Wetlands (provide a Delineation) and flood plain according to the FEMA Records on the property.
- Create a concept plan (one) for Storm Water Management for the overall property including a regional detention pond. The City will consider a pond location on the adjoining property to the north if deemed more feasible from a design/cost perspective. Depending on the soil type, the BMP could be a Pond or Infiltration Type Facility.
- Geotechnical Report
  - Take a total of twelve (12) borings across the property. Four (4) of those borings will be located at the building corners of the proposed building and eight (8) across the site of which two (2) of them will be in the vicinity of the proposed Pond for WDNR Permitting purposes.
  - The Geotechnical Engineer will provide analysis and testing to determine soil conditions including subsurface soil profile, bearing pressure, soil sub-grade modulus, active/passive soil pressure coefficient, seismic soil class, ground water information and WDNR technical standards for the two borings in the pond location.
  - Provide exploration logs and laboratory/test results.
  - Provide summary of soils with a recommendation for structural foundation for the proposed building.

### Contract “B” – Services for Immel Construction

- Preparation of plans, specifications and estimates for costs for construction of the proposed Site. No cost estimates will be provided for the proposed building.
  - Elevation, grading and drainage plan.
  - Wet/Dry site utilities – water service and sanitary services to the existing main utilities in the right of way. There will be no extensions of the main City utilities to this site.
  - Provide the engineering data for the State Plan submittal which will be completed and submitted with the Architectural Plans to the State.
  - Storm water services will be determined based on the storm water management preliminary design.
  - Civil details/sections including curb and gutter, sidewalks, pavement, catch basins, manholes, etc.
  - Plans/Details for the Trash Enclosures are to be designed by the Engineer in coordination with the building architect.
  - Landscape Plan per City ordinances.
  - Coordinate and provide a Budget Allowance for an Irrigations Plan/Installation.

These services do not include the design, plans and specifications for the Storm Water Management Facility which is being “conceptually designed” in Contract “A”. Once Conceptual Design is approved or any other options reviewed and selected, Cedar has provided a cost to design/permit the Storm Water Management Facility and include in the construction plans, see below.

#### *Optional Services (not included)*

- Storm Water Management for the parcel to the north and the drainage basin along Shiloh Road to be included in the Regional Facility design.
- Storm Water Management Design Services based on the selected option for treatment.
- Storm Water Capacity Study for the downstream existing storm sewer, if required.
- Construction Staking, Observation and Administration, if requested.

#### City and Immel Responsibilities:

- Cost of the title search for the parcel.
- Provide a representative to attend meetings when reviewing the Plan and permitting needs.
- Permit Fees for the City, State and WDNR NOI Permit, if necessary.
- Construction Services of the Construction Contract, unless requested for Cedar to complete.

This Project Construction is proposed to be started in the 2023 fall construction season and completion in 2024 based on the construction schedule. The proposed schedule for the Project is as follows:

Design Phase Contract “A”	June – September 2023
Design Phase Contract “B”	June – August 2023
Design Phase – Storm Water Final Plan	July – August 2023 if option selected by July 15 <sup>th</sup>
Permitting Phase	July – September 2023
Bidding Phase – Conceptual Plans	August - September 2023
Construction Phase	September 2023 – 2024 completion to be determined based on Immel

We propose to complete these Engineering Services to meet the proposed schedule as indicated above based on the authorization to proceed approved by June 1<sup>st</sup>. 2023. We propose to complete these Engineering Services as noted for a lump sum cost as follows:

Contract "A"	\$27,400 Lump Sum
Contract "B"	\$15,500 Lump Sum
Storm Water Management Design Phase	Range from \$3,200 to \$4,500 Lump Sum based on basin
Construction Phase	To be Determined

\* Optional Services estimated cost will be provided upon request as needed.

Please review these services, when approved, let us know and we will prepare an agreement for execution but get started due to the accelerated schedule. If you have any questions, please call to discuss.

We are very excited for the opportunity to complete the Project for the City and Immel. If you have any questions, please feel free to call me at 920-785-7302 or Mike Kaster, P.E. at 920-785-7301.

## Olejniczak, Marty

---

**From:** Thad Majkowski <thad.majkowski@cedarcorp.com>  
**Sent:** Thursday, May 25, 2023 7:19 AM  
**To:** Carol Karls; Olejniczak, Marty  
**Cc:** Shefchik, Chad; Mike Kaster  
**Subject:** RE: Sturgeon Bay - Business Center Proposal

Marty,

Per our telephone discussion yesterday. We reviewed our proposal and have the following comments:

Wetland Delineation/Flood Plain Location – Cedar included \$2,600 for it in our proposal. It can be reduced by that amount. Keep in kind, if the regional pond is an option, most likely it will require a determination or delineation to secure the WDNR Storm Water Permit. It will be required at that time. Also, for your information, the delineations can be completed up to the end of the growing season which is approximately mid-October.

Topographic field work is to be reduced to the 5 acres plus/minus site for the Building only which will include the trees within 25 ft of the building. The scope of work reduction will result in a \$3,300 savings. The remaining site will be completed at a future date when necessary for design purposes. Costs will be determined at that time. For the Preliminary Planning/Engineering outside the Building footprint, Cedar will utilize the LIDAR 1 ft contours. Keep in mind, for any mass grading any variance in the contours can affect the earthwork quantities/cost. For now, the LIDAR Should be adequate.

Based on these reductions, the proposed costs will be as follows:

### Contract "A" – Services for the City of Sturgeon Bay

Original	\$27,400 lump sum
Reduction Wetlands/Flood Plain	(\$2,600) lump sum
Reduction Topo Services	<u>(\$3,300) lump sum</u>
Revised Total	\$21,500 lump sum

### Contract "B" – Services for Immel Construction

Original	\$15,500 lump sum
----------	-------------------

If you have any other questions, please call.

Please review and we can revise the Proposal as necessary and prepare the agreement based on these changes. We look forward to continuing working with the City and Immel Construction.

Thanks

**Thad M. Majkowski, P.E.**

Director  
Cedar Corporation  
1695 Bellevue Street | Green Bay | WI | 54311  
Office: 920-491-9081 | TF: 800-472-7372  
Direct: 920-785-7302 | Mobile: 920-655-7929  
[thad.majkowski@cedarcorp.com](mailto:thad.majkowski@cedarcorp.com)





**Stantec Consulting Services Inc.**  
312 N. 5<sup>th</sup> Avenue  
Sturgeon Bay, WI 54235

May 22, 2023

Project/File: Immel Construction – Industrial Park parcel

Marty Olejniczak  
City of Sturgeon Bay  
421 Michigan Street  
Sturgeon Bay, WI 54235  
920-746-2900  
[molejniczak@sturgeonbaywi.org](mailto:molejniczak@sturgeonbaywi.org)

Marty,

**Reference: Proposal for Engineering/Surveying**

Stantec has prepared the following proposal based on the sketch plan reflecting a proposed 54,000 square foot building with a future expansion to 108,000 square feet. Development estimated to occupy approximately 8.81 acres of the existing 17.79-acre parcel (see Exhibit A). Our proposal is intended to meet the outline of services presented in Immel's May 10, 2023, RFP. Stantec proposes the following scope of services:

**Scope of Work:**

Stantec shall provide Civil Engineering and Land Surveying professional services for the Project. Stantec will self-perform all Tasks except the geotechnical work which would be completed by a sub consultant under our contract. We have organized the project tasks into the following categories:

Contract A – Services for the City of Sturgeon Bay

1. Survey
2. Concept Planning
3. Geotechnical Report

Contract B – Services for Immel Construction

1. Final Civil Plans
2. Stormwater Management Design
3. DNR/City Approvals and Permits
4. Specifications and Cost Estimate

These tasks are described in further detail below.



**Contract A – Services for the City of Sturgeon Bay**

**TASK A1 – SURVEY SERVICES**

Stantec will prepare an existing condition of the subject property. The exterior of the parcel will be as per Plat of Survey prepared by McNulty Surveying dated 6/29/2021. Easements and restrictions of record will be depicted as per information provided by the client. The survey will also depict site topographic information as applicable and as collected by field survey. It will include the following:

- One-foot interval contours
- Existing site improvements including buildings, parking areas, drives, pavement and other improvements.
- Public roadway pavement and improvements from parcel to centerline
- Berms, swales and drainage features
- Utility structures to include storm sewer, watermain and sanitary sewer including inverts and pipe sizes.
- Buried utility lines as marked by Digger's Hotline
- Trees with greater than 4-inch diameter within 25 feet of the proposed building location.

Stantec will prepare a certified survey map splitting the existing parcel into two lots. This will include local approval and piping the lot corners.

**Deliverables:**

- Existing conditions survey with topographic and utility verification
- CSM suitable for recording

**TASK A2 – CONCEPT PLANS**

Stantec will prepare a conceptual site, grading, and stormwater plan. This will include:

- Recommended options for stormwater management BMPs. The area of deeper soils to the east may be best suited. If no logical location on-site is feasible, a regional off-site pond will be contemplated. This will include placeholder areas for stormwater, but not include final hydrology calculations.
- Recommended building placement adjustments based on collected topography, drainage, loading dock and access.

**Deliverables:**

- Concept site, drainage and stormwater plans.

## **TASK A3 – GEOTECHNICAL REPORT**

Stantec will subcontract with a geotechnical firm to perform an estimated 12 borings for the site improvements and building design. An additional 3 borings will be completed in potential stormwater management areas.

### Deliverables:

- Geotechnical report with recommended building foundation and pavement design.

## **Contract B – Services for Immel Construction**

## **TASK B1 – CIVIL PLAN SET**

Stantec will provide construction ready plans for the proposed development including sewer, water, and storm sewer associated with development. A master grading plan will also be prepared establishing proposed building grades, driveway grades, and drainage patterns. This proposal includes one round of revisions based on City Engineer and Sturgeon Bay Utilities review comments.

### Deliverables:

- Construction plan packet.
  - Sewer and water lateral design and plans.
  - Storm sewer design and plans.
  - Building and loading dock heights and grades, semi turn radius review.
  - Master grading plan for entire development.
  - Basic landscape plan indicating landscape beds surrounding building with planting list/quantities.
  - Erosion control plan.

## **TASK B2 – STORMWATER MANAGEMENT DESIGN**

Stantec will prepare the necessary DNR and City of Sturgeon Bay stormwater design based on land disturbance in excess of one acre. This effort will include:

- Hydrology analysis and stormwater pond design.
- DNR application for land disturbance permit due to overall land disturbance exceeding one acre, including stormwater pond design showing DNR/City peak flow and quality goals are met.
- Erosion control plan.
- CAD files supplied to Immel.

Deliverables:

- Stormwater management design packet meeting City and DNR design requirements.

## **TASK B3 – PERMITS**

Stantec will prepare permit applications for the following:

- DNR land disturbance permit.
- City Engineer approval of Civil Plans.
- Sturgeon Bay Utilities approval of lateral connect plans.

Deliverables:

- Permit applications

## **TASK B4 – SPECIFICATIONS AND COST ESTIMATE**

Stantec will prepare specifications and the necessary short form bid package for Immel to distribute to bidders. Plans with quantities listed will be provided. Actual bidding, advertising and bid review by Immel directly.

Deliverables:

- Bid package
- Responses to requests for information (RFIs)
- Plan clarifications
- Cost estimate for site work (not including the building)

## **EXCLUSIONS:**

Not included (separate proposal if needed):

- Electric service design (assumed to be completed directly by SBU). Application efforts by City/Immel directly.
- Gas service design (assumed to be completed directly by WPS). Application efforts by City/Immel directly.
- Permit application fees.
- Site Lighting and Photometric Plan.
- Construction bidding.
- Irrigation design.
- Construction Inspection.
- Fees charged by review agencies.
- Meetings/testimony at the City Plan Commission/Council
- Wetland or environmental services.

## **SCHEDULE:**

Stantec will work with you to come up with a mutually agreeable schedule for entitlements, approvals, permitting and bidding of the projects. It is anticipated that completing the design, gaining approvals, and permits may take anywhere from 2 to 3 months to complete.

Project delays could be incurred due to factors outside our control such as slow response from regulators. That said, Stantec will work closely with the Client to meet schedule expectations and develop a mutual agreement of when the final deliverables will be completed.

## **FEES:**

Professional services as identified in the above scope of work will be completed on a Fixed Fee basis. Invoices will be sent monthly for services rendered based on the percentage of each task that has been completed to date. Fees are identified below.

### Contract A – Services for the City of Sturgeon Bay

1. Survey	\$4,000
2. Concept Planning	\$4,000
3. Geotechnical Report	\$8,000
City Subtotal:	\$16,000

### Contract B – Services for Immel Construction

1. Final Civil Plans	\$15,000
2. Stormwater Management Design	\$5,500
3. DNR/City Approvals and Permits	\$3,500
4. Specifications and Cost Estimate	\$2,500
Immel Subtotal:	\$26,500
<b>TOTAL (City plus Immel)</b>	<b>\$42,500</b>

Additional Meetings at standard billing rates

Stantec will not exceed the Fixed Fee budget as defined above without written approval of a change order from the Client. Additional requests from the Client or others will be considered additional services and additional budget will then need to be authorized by the Client prior to the work being completed.

\* Usual and customary expenses such as, review fees, municipal fees, postage, delivery, title reports and documents purchased are not included and will be invoiced at cost.



## ASSUMPTIONS AND CONDITIONS:

- A. Permit review fees are not included.
- B. Stantec reserves the right to reallocate budget between tasks but will not exceed the total contract without approval.
- C. Preliminary research indicates there are no wetlands or floodplain on this site. Costs for wetlands or floodplains have not been included in this proposal.
- D. Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third-party charges will be charged as invoiced to Stantec with a 10 percent markup.
- E. Client and regulatory correspondence and meetings not specified herein will be provided as supplemental services, if desired.
- F. Revisions after final design would warrant a new task budget be presented to the Client for approval.
- G. Stantec will not enter any form of litigation regarding the services performed in the tasks defined by this proposal.
- H. Stantec shall not be responsible for any costs incurred due to schedule delays beyond our control (e.g. weather, client-induced delays, non-performance of other contractors, etc.)
- I. Future proposals can be provided for field staking and construction administration.

## ADDITIONAL SERVICES:

No additional services other than those specifically identified in the body of this proposal are included in the Scope of Work. If items outside the above-mentioned Scope of Work are found to be required, Stantec can provide you with additional professional services as an amendment to the base contract.

## CONTRACTING

Stantec will provide these services on a Fixed Fee basis by task unless noted otherwise. Stantec will invoice monthly, for each task listed above in proportion to the amount of work complete for each individual task. Payment terms will be 30 days upon receipt. Any applicable state and local taxes are not included.

By signing this proposal, the Client authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the below date:

---

Per City of Sturgeon Bay

---

Date

---

Print Name & Title

---

Signature

### **CLOSING:**

Thank you for the opportunity to provide you with our Proposal. We trust this proposal meets your approval and has addressed the project goals we have discussed. If you have any questions, or require any additional information, please call me at (920)-298-1759. We look forward to working with you on this project.

Regards,

**STANTEC CONSULTING SERVICES INC.**



**Peter Hurth**, P.E.  
peter.hurth@stantec.com

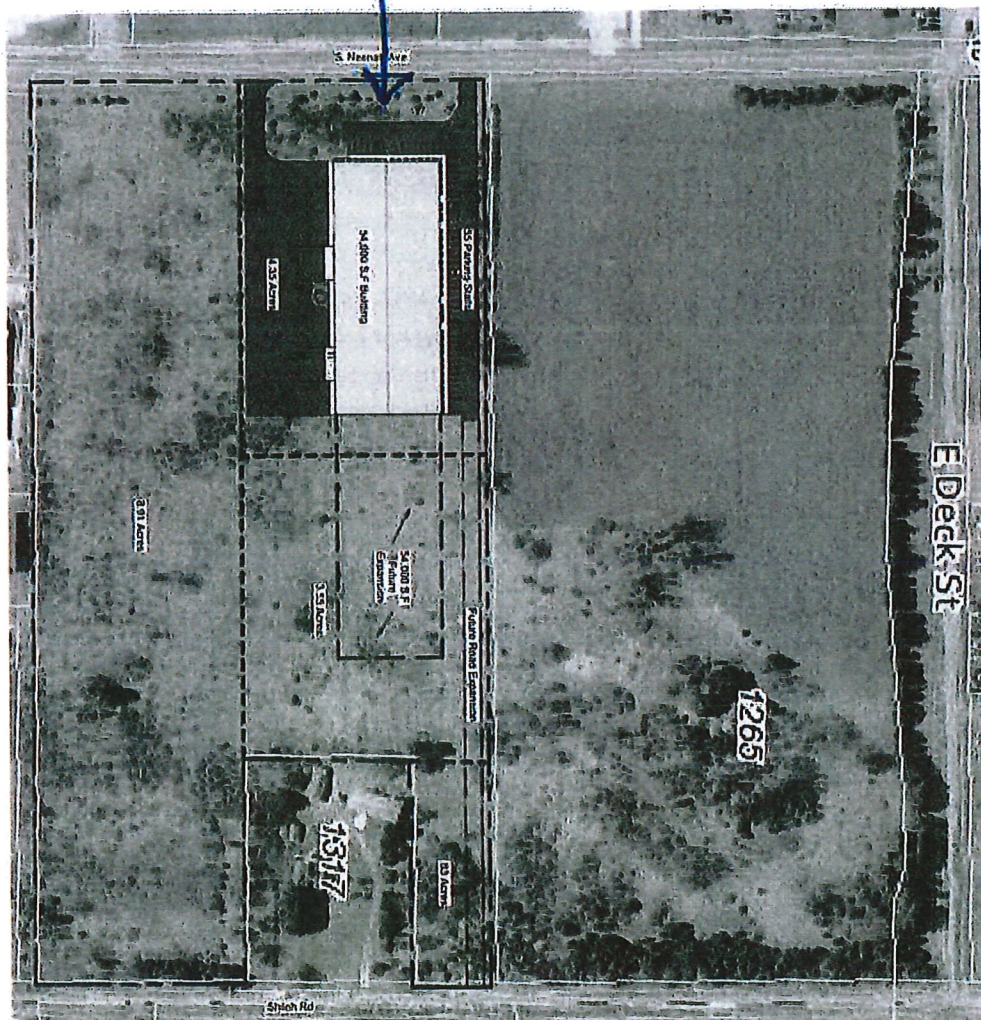
Attachment: [Exhibit A]



**STURGEON BAY BUSINESS CENTER**  
**SITE PLAN**

EXHIBIT 'A'

PROJECT LOCATION



N →

## RECOMMENDATION

### TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve hiring R.W. Baird for consulting services for the creation of TID #9.

Respectfully submitted,

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: May 30, 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: General Consulting Services Agreement – Baird – Assistance with TID #9 Creation

Background: The City of Sturgeon Bay has been working with Howard Immel Inc. on an industrial flex building proposed to be built on a portion of the former Zak property that has been acquired by the City of Sturgeon Bay. An MOU was approved and Immel has made progress on the design of the building and securing a developer. The project is expected to involve the City helping with infrastructure and construction costs.

Most of the existing industrial park was assisted by Tax Increment District #1, which was recently closed. Establishing a new tax increment district (TID) for the former Zak parcel is a good option to finance improvements and additional business development. Industrial development is one of the allowed uses of tax increment financing. If created, this district would be TID #9.

The creation of a TID involves many steps and there are numerous technical requirements to follow. A detailed project plan that includes financial projections is required. Sturgeon Bay has traditionally relied upon R. W. Baird, its financial consultant, to draft the project plan and lead the city through the adoption process. Baird will prepare the project plan and proformas and lead the process for \$7,000. It is noted that the cost of creating the plan is reimbursable from the TID proceeds.

The City is also considering spending money for engineering services. It is noted that any funds expended for engineering prior to the adoption date of the TID are not reimbursable. The only expenses incurred prior to the adoption date that are reimbursable are those directly relating to the creation of the TID.

Options:

1. Hire R. W. Baird to assist with the creation of TID #9.
2. Seek other proposals to perform the service.
3. Direct staff to create the project plan and implement the TID using in house personnel (Note: Assistance with the financial proformas is still required under this option).
4. Decide not to pursue the creation of a TID.

Fiscal impact: Baird will charge the City \$7,000. If the TID is successfully implemented, that fee will be collected from future tax increments, meaning there is no fiscal impact on the City. If the TID is ultimately not implemented, then the funds would come from the general funds.

Recommendation: Hire R. W. Baird for consulting services for the creation of TID #9.

Prepared by: Martin Olejniczak  
Martin Olejniczak  
Community Development Director

5/25/2023  
Date

Reviewed by: Val Clario  
Val Clario  
Finance Director

5/25/23  
Date

Reviewed by: Josh Van Lieshout  
Josh Van Lieshout  
City Administrator

5/25/23  
Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**HOWARD IMMEL INC.  
AND  
CITY OF STURGEON BAY**

This Memorandum of Understanding (MOU) is made and entered into by and between Howard Immel Inc., a general contractor, hereinafter referred to as "Immel", and the City of Sturgeon Bay, a municipality in the state of Wisconsin, hereinafter referred to as "the City".

**1. Purpose and Mutual Interest**

The City is interested in facilitating the construction of a flex industrial building in which existing businesses can expand, and new businesses to the area can locate to the City. The market for flex industrial space in Door County is very limited. The city owns the parcel identified in Appendix A in the Sturgeon Bay Industrial Park. The City would like to pursue opportunities to enter into a future development agreement with Immel to construct a facility that meets market demands to house businesses in the Sturgeon Bay Industrial Park.

Immel is interested in constructing a facility to meet the City's needs for a flex industrial building on the parcel identified in Appendix A in the Sturgeon Bay Industrial Park. Immel has successfully constructed similar buildings in the Sturgeon Bay Industrial Park to meet the City's needs for business development. Immel has shown interest in the identified parcel by working on a preliminary basis regarding concepts for a potential facility, as well as identifying potential tenants for the proposed building.

**2. Obligations**

**Immel shall:**

- A. Pursue plans to construct a flex industrial facility of at least 40,000 square feet, to meet the City's needs for flex space on the parcel identified in Appendix A in the Sturgeon Bay Industrial Park, including the following commitments:
  - a. Develop building plans for the facility on the identified parcel to be reviewed by City staff.
  - b. Work with the Door County Economic Development Corporation (DCEDC) and City staff to identify potential anchor tenant(s) for the facility within the timeframe of this agreement.
- B. Provide the City with an estimate of the assessed value of the specified facility.
- C. Communicate regularly with the City and DCEDC with regard to progress in pursuing anchor tenant(s), specifying type and potential use of facility.



**The City shall:**


- A. Refrain from entering into any agreements with other parties conflicting with plans for Immel to construct the specified facility on the parcel identified in Appendix A during the timeframe of this agreement.
- B. Perform a land survey and create a separate parcel of appropriately 10 acres within the parcel identified in Appendix A via certified survey map (CSM).
- C. Pursue a development agreement with Immel for the construction of the specified facility, including city-based financial incentives based on estimated assessed value and community benefit of specified facility.
- D. Communicate regularly with Immel with regard to progress in pursuing anchor tenant(s), specifying type of tenant and potential use of facility.

**3. Terms of Agreement**

- A. This agreement shall be in effect beginning the 8<sup>th</sup> day of February, 2023 and will terminate the 31<sup>st</sup> day of December, 2023. It may be renewed by mutual written agreement.
- B. Any endeavor involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures.
- C. This instrument in no way restricts the cooperators from participating in similar activities with other public or private agencies, organizations, and individuals on parcels other than that described in Appendix A.
- D. This instrument is executed as of the last date shown below and will be subject to periodic review, renewal, or expiration. During any negotiation or review and/or renewal effort, this agreement will continue to be in effect unless terminated by either party under paragraph D.
- E. Immel and the City agree to hold each other harmless and indemnify each other from and against all loss, claim, liability, demand, expense (including actual attorneys' fees) or tax or assessment of any nature or kind that may be asserted either party by any person, firm, corporation, governmental agency that may arise at any time in connection with this MOU.

**4. Contacts**

The principal contacts for this instrument are:

  
Josh Van Lieshout  
City Administrator  
City of Sturgeon Bay, Wisconsin

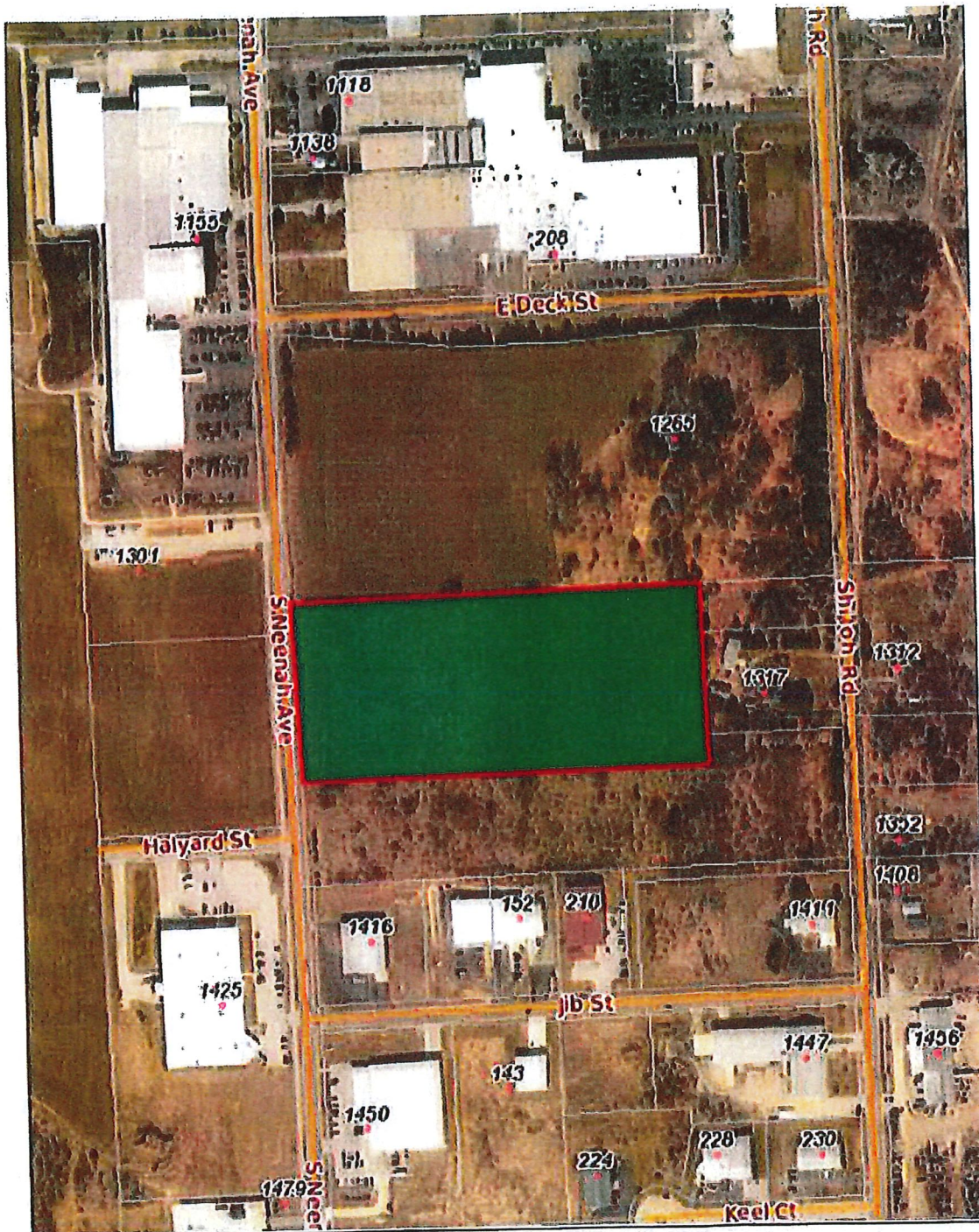
Date: 2/9/23

  
Carol Karls  
Director of Preconstruction and Client Services  
Howard Immel Inc.

Date: 2-10-23



Site location:





## EXECUTIVE SUMMARY

**DATE:** May 31, 2023

**TITLE:** Award of Contract for Project 2303 – Street Crack Sealing Program

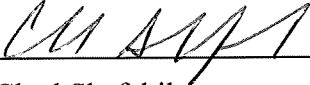
**BACKGROUND:** The last time that crack sealing was completed within the City of Sturgeon Bay was the summer of 2020. After a 2 year break it is time to revisit roadways and parking lots that were done in the past, along with others that were not quite ready for crack sealing at that time. The bid that was prepared includes all of the roadways and municipal parking lots within the City of Sturgeon Bay that currently are in need crack sealing. On May 23, 2023 the Engineering Department received bids for Project 2303 – Street Crack Sealing Program. This project will consist of routing, cleaning, and sealing cracks on 144 roadway and municipal parking lot stations throughout the City of Sturgeon Bay as summarized on the attached maps. In accordance with the City of Sturgeon Bay Purchasing & Property Accountability Policy specifications were prepared and competitive sealed bidding was used to obtain pricing. Three bids were received for the project and the overall results are summarized below:

\$71,245.00 – Fahrner Asphalt Sealers, LLC  
 \$164,273.00 – American Pavement Solutions, Inc.  
 \$224,120.00 – Thunder Road, LLC

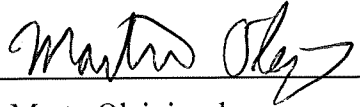
The low bid is considerably lower than the other 2 bids received. Fahrner Asphalt Sealers, LLC is a very reputable company that has successfully completed several jobs for the City in the past. A thorough review of their bid was completed to verify that all of the required stations were included. Therefore, it has been determined that the bid from Fahrner Asphalt Sealers, LLC is complete and is the low bid.

**FISCAL IMPACT:** \$71,245.00. The 2023 Capital Roadway Improvements budget included \$191,000.00 to complete this project. Therefore, there is an unexpected significant savings. This is a very good year to have a savings like this occur because it appears likely that a significant portion of the S 16<sup>th</sup> Place project will need to be rebased.

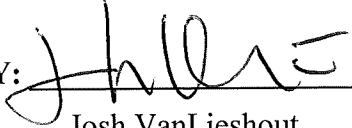
**RECOMMENDATION:** Award the Contract for Project 2303 – Street Crack Sealing Program to Fahrner Asphalt Sealers, LLC with unit pricing amounts totaling an estimated cost of \$71,245.00.

**SUBMITTED BY:**   
 Chad Shefchik  
 City Engineer

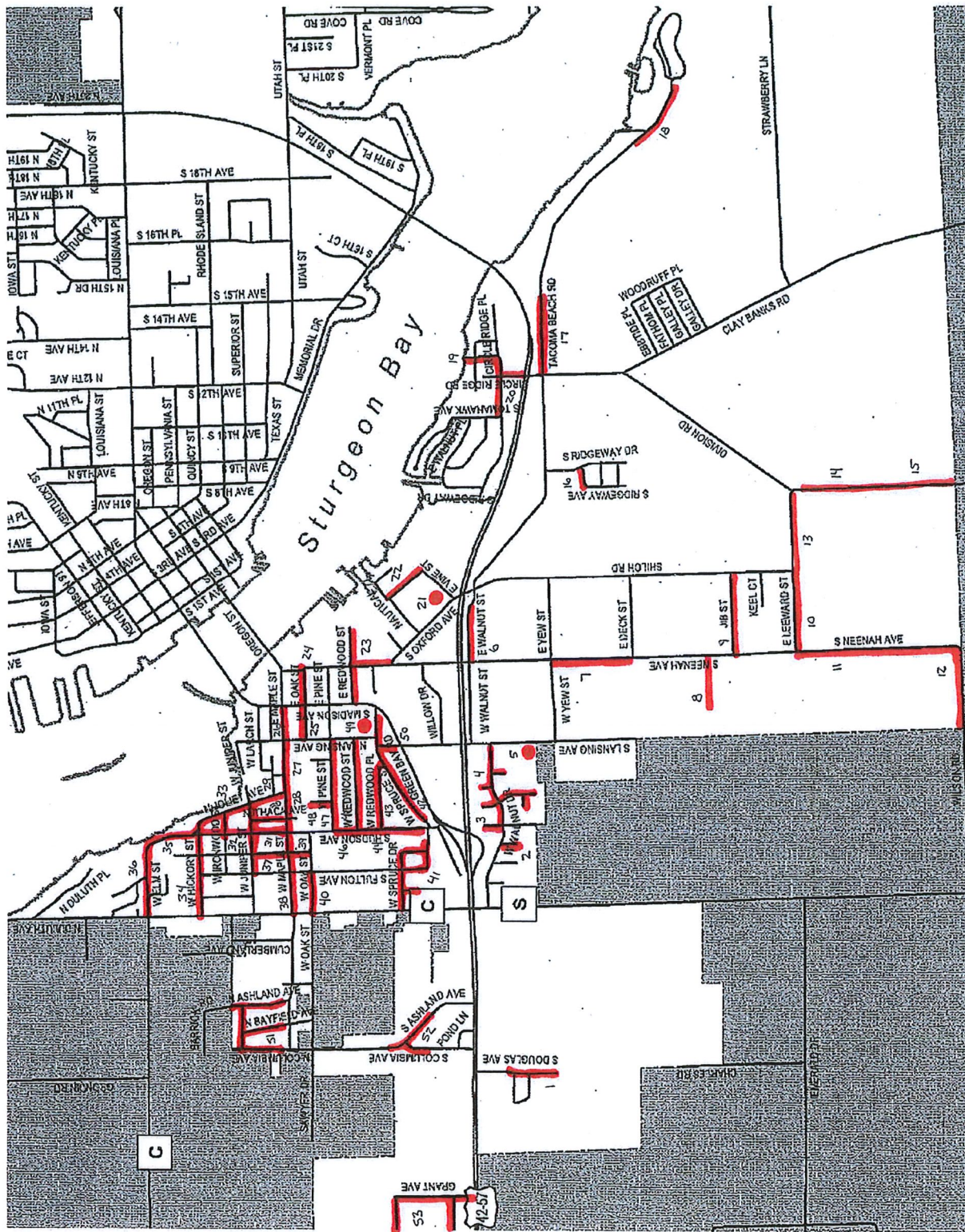
5-31-23  
 Date

**REVIEWED BY:**   
 Marty Olejniczak  
 Community Develop. Director

6/1/2023  
 Date

**REVIEWED BY:**   
 Josh VanLieshout  
 City Administrator

5/31/23  
 Date



WEST SIDE  
#1 TO #53





EAST SIDE

# 54 TO # 144

# Project 2303

## Street Crack Sealing Program

Company Name / Contact Name	Email Address	Phone Number	Bid Amount	Bid Bond
Fahrner Asphalt Sealers Bill Glatz Mike Jenquin	<a href="mailto:bill.glatz@fahrnerasphalt.com">bill.glatz@fahrnerasphalt.com</a> <a href="mailto:mike.jenquin@fahrnerasphalt.com">mike.jenquin@fahrnerasphalt.com</a>	920-410-0243 608-280-1452	\$71,245.00	YES
American Pavement Solutions Timothy Helstad Bob Burkel	<a href="mailto:thelstad@ameripavement.com">thelstad@ameripavement.com</a> <a href="mailto:rburkel@ameripavement.com">rburkel@ameripavement.com</a>	920-362-5149 920-619-2785	\$164,273.00	YES
Asphalt Seal and Repair Louise Stepaniak	<a href="mailto:louise@asphaltsealandrepair.com">louise@asphaltsealandrepair.com</a>	920-338-0130		
Thunder Road, LLC Matt Horness Josh Lorenzen	<a href="mailto:matth@gothunderroad.com">matth@gothunderroad.com</a> <a href="mailto:joshl@gothunderroad.com">joshl@gothunderroad.com</a>	262-303-6199 414-881-3323	\$224,120.00	YES



### Staff Report: Temporary Use for Healthy Way Market for Portable Seating Structure

**Background:** Adam Goettelman, who owns the Healthy Way Market at 216 S. 3<sup>rd</sup> Ave, is requesting a temporary use permit from the City of Sturgeon Bay for a 32-ft by 12-feet covered deck that would be used for outdoor seating. The proposed location is on the 3<sup>rd</sup> Avenue side between the building and the sidewalk facing Martin Park. This style of outdoor seating structure is popular in many cities and can be used to extend the outdoor dining season. The City of Sturgeon Bay does not have any current regulations pertaining to these structures. Thus, it would be treated as an accessory building and would have to meet the minimum yards/setbacks of the zoning code.

Because of the increasing popularity and use of these structures, it may be worthwhile to have the Community Protection and Services Committee or Plan Commission consider regulations that can be inserted into the Municipal Code. Alderman Williams, chair of the CP&S Committee, is willing to have his committee review this issue. But, due to the time it would take to amend the code, the temporary use is requested by Mr. Goettelman.

Per 20.36(5) "under rules established by the city council, temporary permits of up to one year's duration may be issued." This section of the code is typically applied to uses or improvements that do not fit the zoning code but are of limited duration and deemed to not contradict the purposes of the code. Occasionally, it is used to allow a use or improvement while the City investigates potential amendment(s) to the zoning code.

**Considerations:** As an accessory building, the outdoor seating structure would need to be no closer to 3<sup>rd</sup> Avenue than the main building. The minimum yards (building setbacks) are governed by section 20.27(2). Since the lot has three street frontages, it is essentially impossible to locate the structure on the property in compliance with the street yard requirement.

The proposal is to consider the temporary use for 2023 and then consider code changes or a petition for a variance, if the outdoor seating pavilion is desired for the future.

The surrounding zoning is mostly central business district (C-2) with some multiple family residential (R-4) to the east of the subject property. The parcel immediately across the street from the proposed seating structure is Martin Park.


**Options:** The Common Council can:

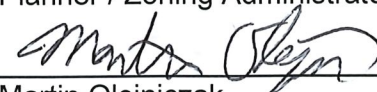
- 1) Approve the temporary use permit as proposed.
- 2) Refer to Plan Commission for review and recommendation.
- 3) Deny the temporary use permit.

It is noted that the Common Council can also attach conditions to the granting of the permit if the condition is pertinent to the petition.

**Recommendation:** Approve the temporary use for the outdoor seating structure for six months.

Prepared By:   
Stephanie Servia  
Planner / Zoning Administrator

  
Date

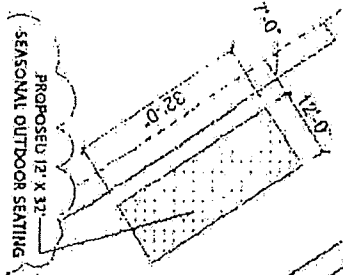
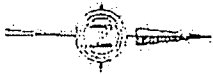
Prepared By:   
Martin Olejniczak  
Community Development Director

  
Date



3rd Ave

Oregon St  
S 51° 21' 40" W 148.580'

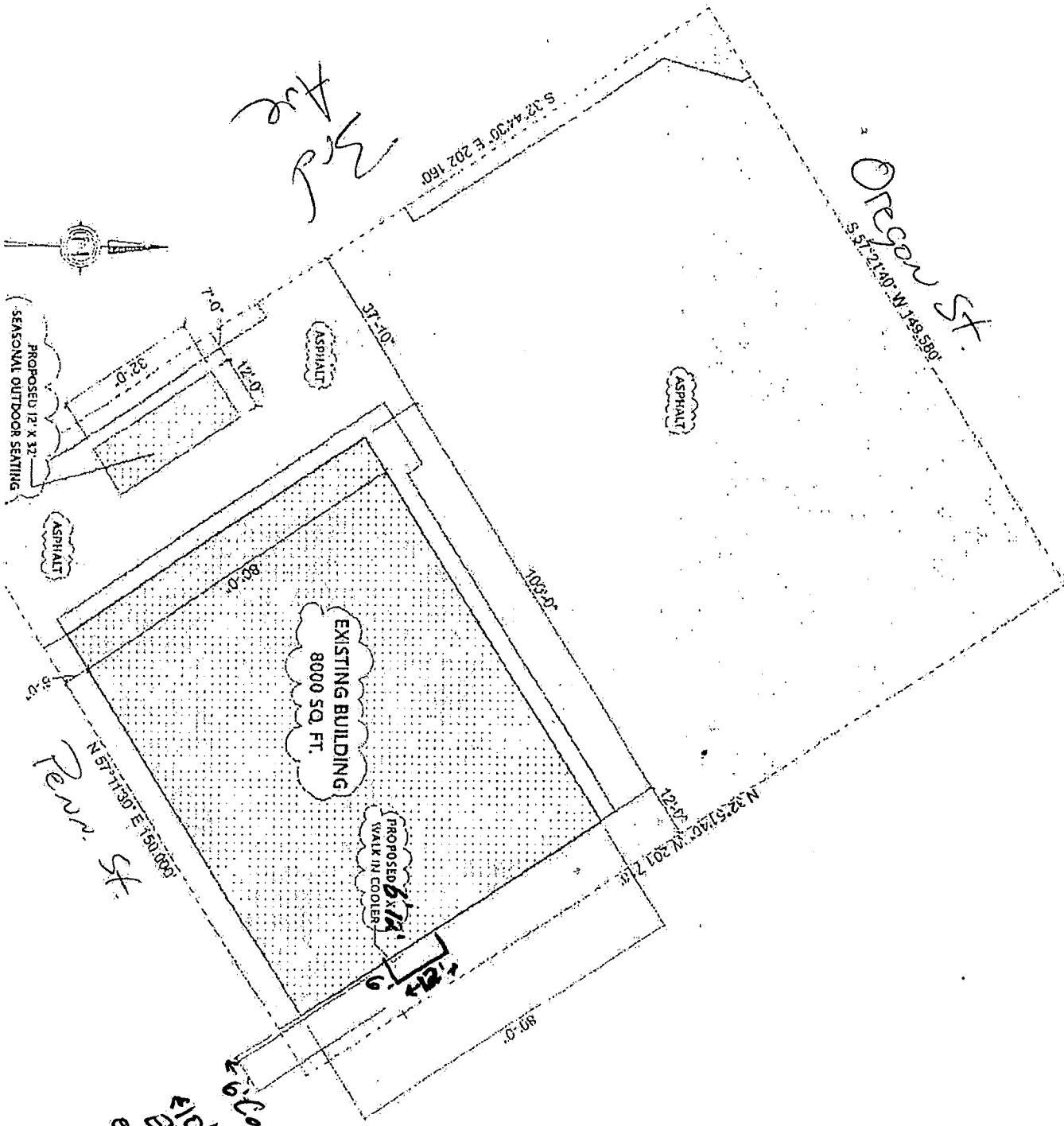


EXISTING BUILDING  
8000 SQ. FT.

PROPOSED 6' x 14' WALK IN COOLER

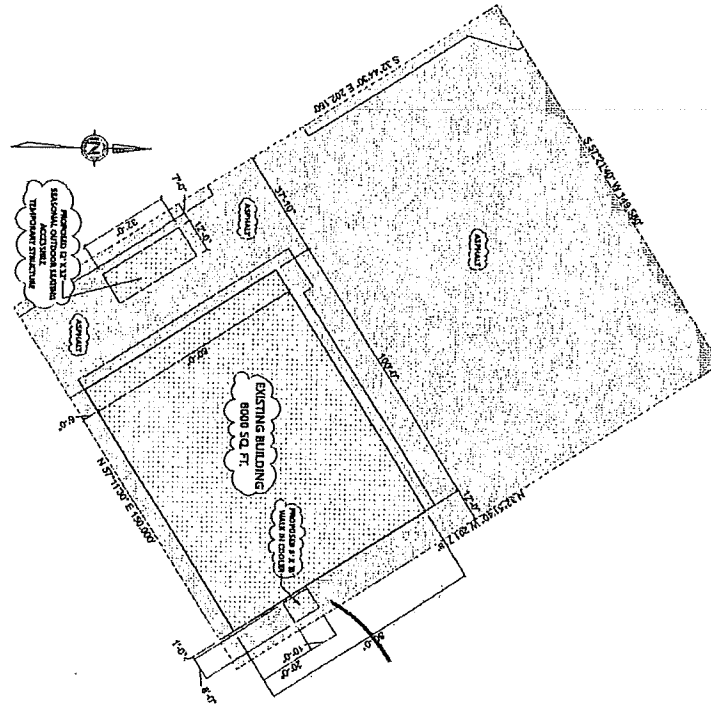
Penn. St  
N 57° 11' 30" E 160.000'

6' Cooler  
310' x 35' x 5' Net



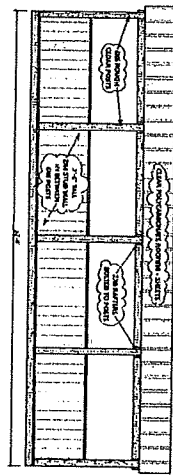
# SITE PLAN

SCALE: 1" = 20'-0"



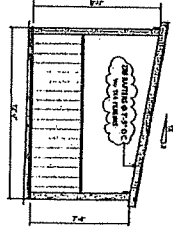
## FRONT ELEVATION

SCALE: 1/4" = 1'-0"



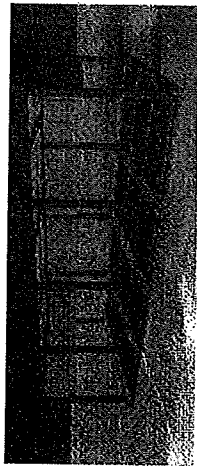
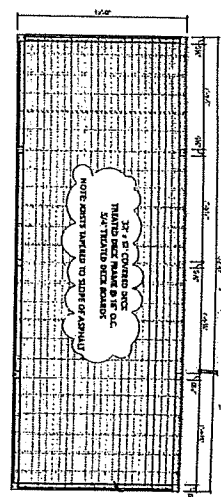
## LEFT ELEVATION

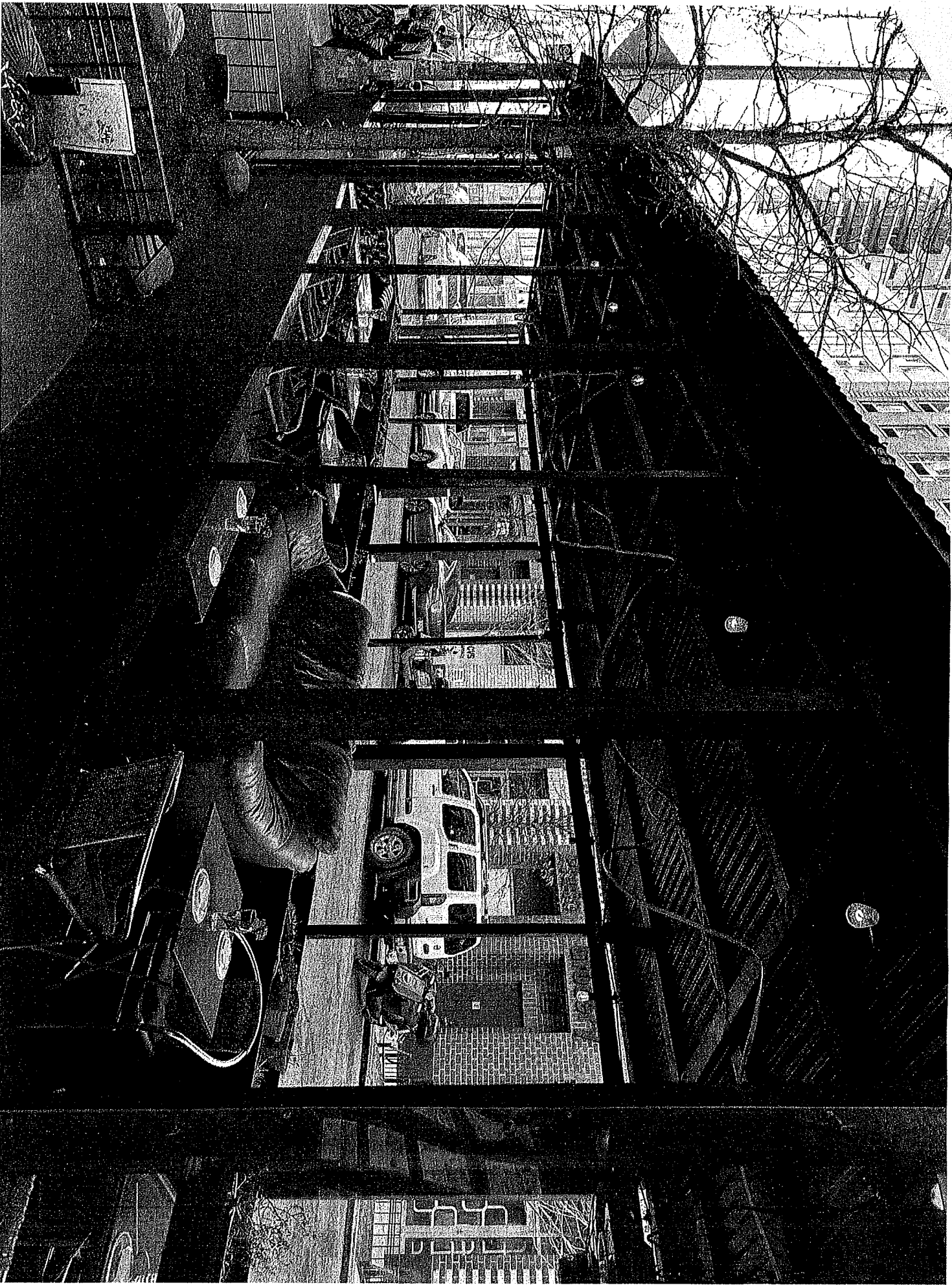
SCALE: 1/4" = 1'-0"

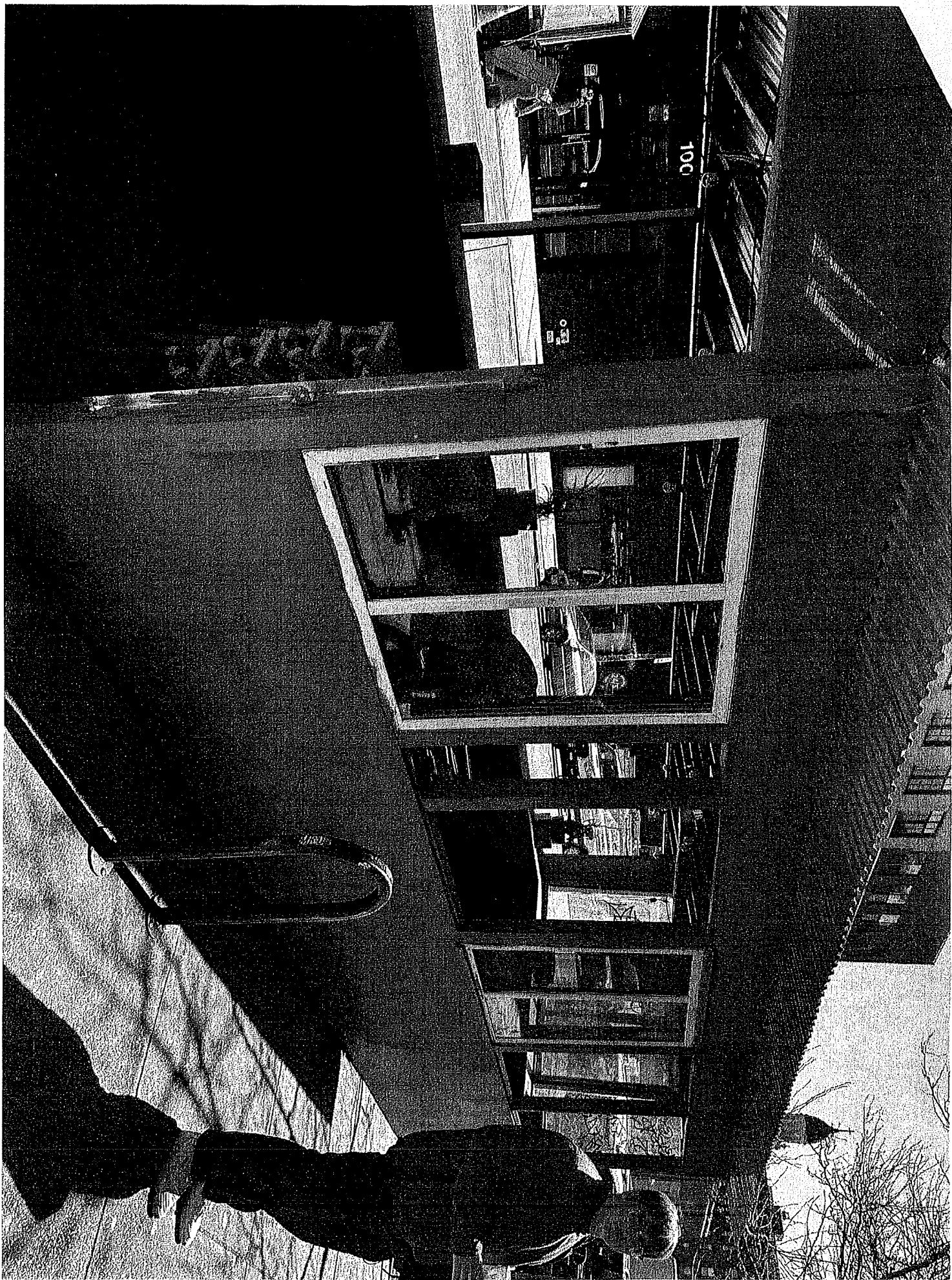


## OUTDOOR SEATING

SCALE: 1/4" = 1'-0"

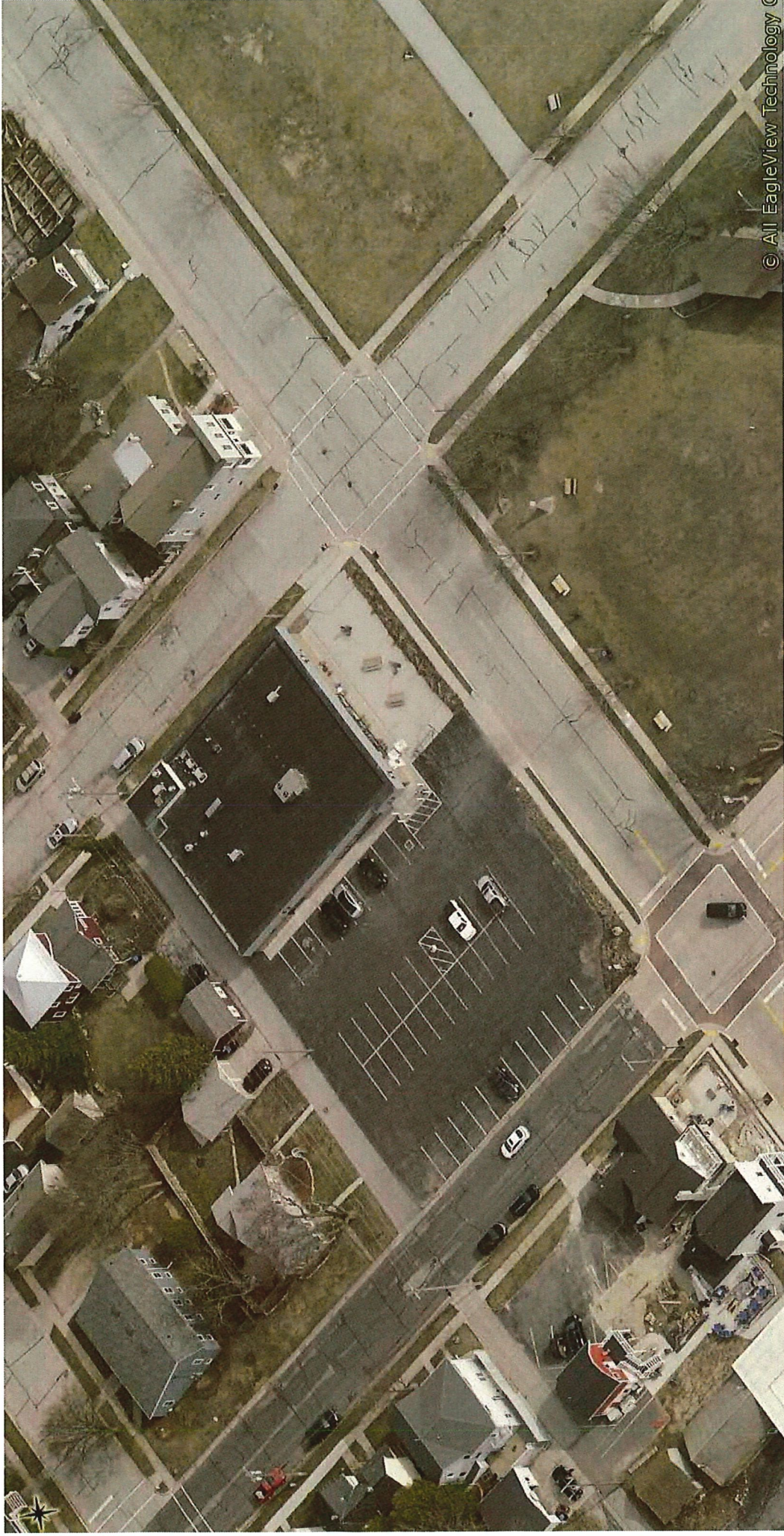








# Healtny way - viewed from 3rd Ave side



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### Staff Report: Temporary Use for Healthy Way Market - walk in Cooler

**Background:** Adam Goettelman, who owns the Healthy Way Market, is requesting a temporary use permit from the City of Sturgeon Bay regarding a 6-foot by 12-foot walk-in cooler that he wishes to put at the rear of his property. This cooler would encroach upon the required rear yard for the property leaving about five feet of space between the cooler and the alley. Mr. Goettelman states that the Healthy Way Market has outgrown their space in the building.

The walk-in cooler would be a temporary solution. Mr. Goettelman proposes to purchase and install a permanent unit, which has a roughly 42-week wait time currently due to supply chain issues. For the permanent cooler, a variance or zoning change might need to be obtained due to the rear yard issue. Based upon the current definition of rear yard, the building is already non-conforming since there is only about 11.5 feet of space from the building to the edge of the alley. In the C-2 zoning district the minimum yards are 15 feet street, 5 feet side, and 25 feet rear. This parcel has three street frontages. If Oregon Street or Pennsylvania Street were used as the front lot line, then the alley side would be a side yard with a 5-foot setback, making it easier to fit the cooler.

Per 20.36(5) "under rules established by the city council, temporary permits of up to one year's duration may be issued." This section of the code is typically applied to uses or improvements that do not fit the zoning code but are of limited duration and deemed to not contradict the purposes of the code. Occasionally, it is used to allow a use or improvement while the City investigates potential amendment(s) to the zoning code.

**Considerations:** The minimum yards (building setbacks) are governed by section 20.27(2). Based upon the definitions in the zoning code, the alley side is treated as a rear yard. Since the lot has three street frontages, it is not unusual for a municipality to allow different streets to be considered the front, thereby providing flexibility for development on the parcel. The Plan Commission could consider changes to the way Sturgeon Bay designates rear yards on parcels with multiple street frontages.

The surrounding zoning is mostly central business district (C-2) with some multiple family residential (R-4) to the east of the subject property. The parcel immediately across the alley from the proposed cooler is a single-family dwelling used as a rental property.

**Options:** The Common Council can:

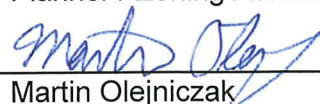
- 1) Approve the temporary use permit as proposed.
- 2) Refer to Plan Commission for review and recommendation.
- 3) Deny the temporary use permit.

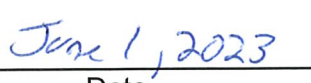
It is noted that the Common Council can also attach conditions to the granting of the permit if the condition is pertinent to the petition.

**Recommendation:** Approve the temporary use for not more than one year.

Prepared By:   
Stephanie Servia  
Planner / Zoning Administrator

  
Date

Prepared By:   
Martin Olejniczak  
Community Development Director

  
Date

5/26/23

To: Sturgeon Bay Common Council

Re: Healthy Way Market Walk-in Cooler Temp Permit

I am the Owner of Healthy Way Market, located at 216 S 3<sup>rd</sup> Ave Sturgeon Bay, WI.

I am writing to ask the council to grant us a temporary permit to place a 6' wide x 12' deep walk-in cooler along the back of our building. After the cooler is in place, we will have a 4' distance to the edge of the alley. Please see attached photo for the specific location.

We are working on a permanent solution but are looking at approximately a 42-week lead time to receive our proper unit. We are looking for temporary placement currently and will apply for a conditional use permit as we secure the correct unit.

This unit is needed as we have upgraded and maximized all refrigeration space inside the building, and we simply need more refrigerated storage to operate.

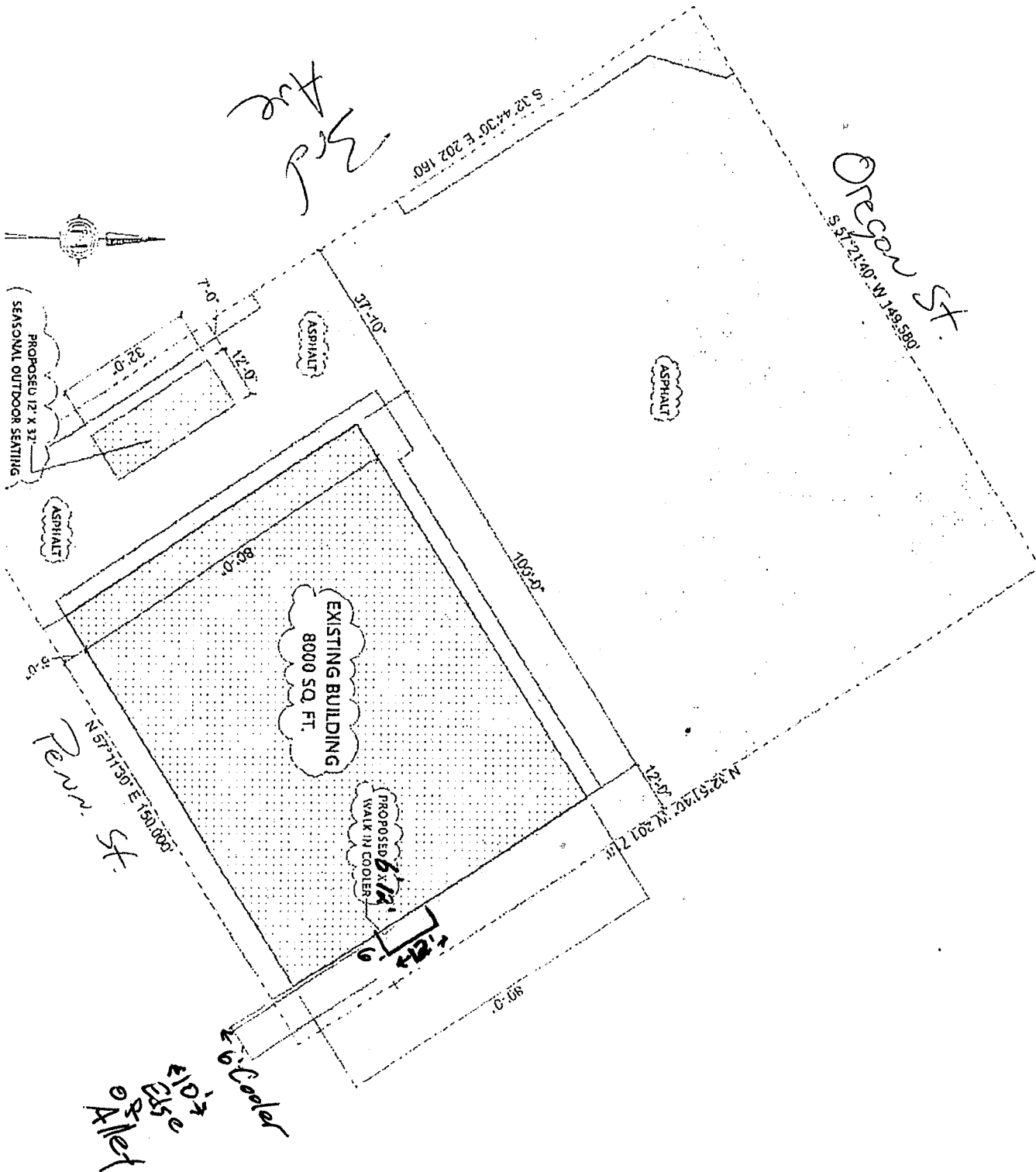
Thanks for your time and consideration.

Adam Goettelman

Healthy Way Market, LLC

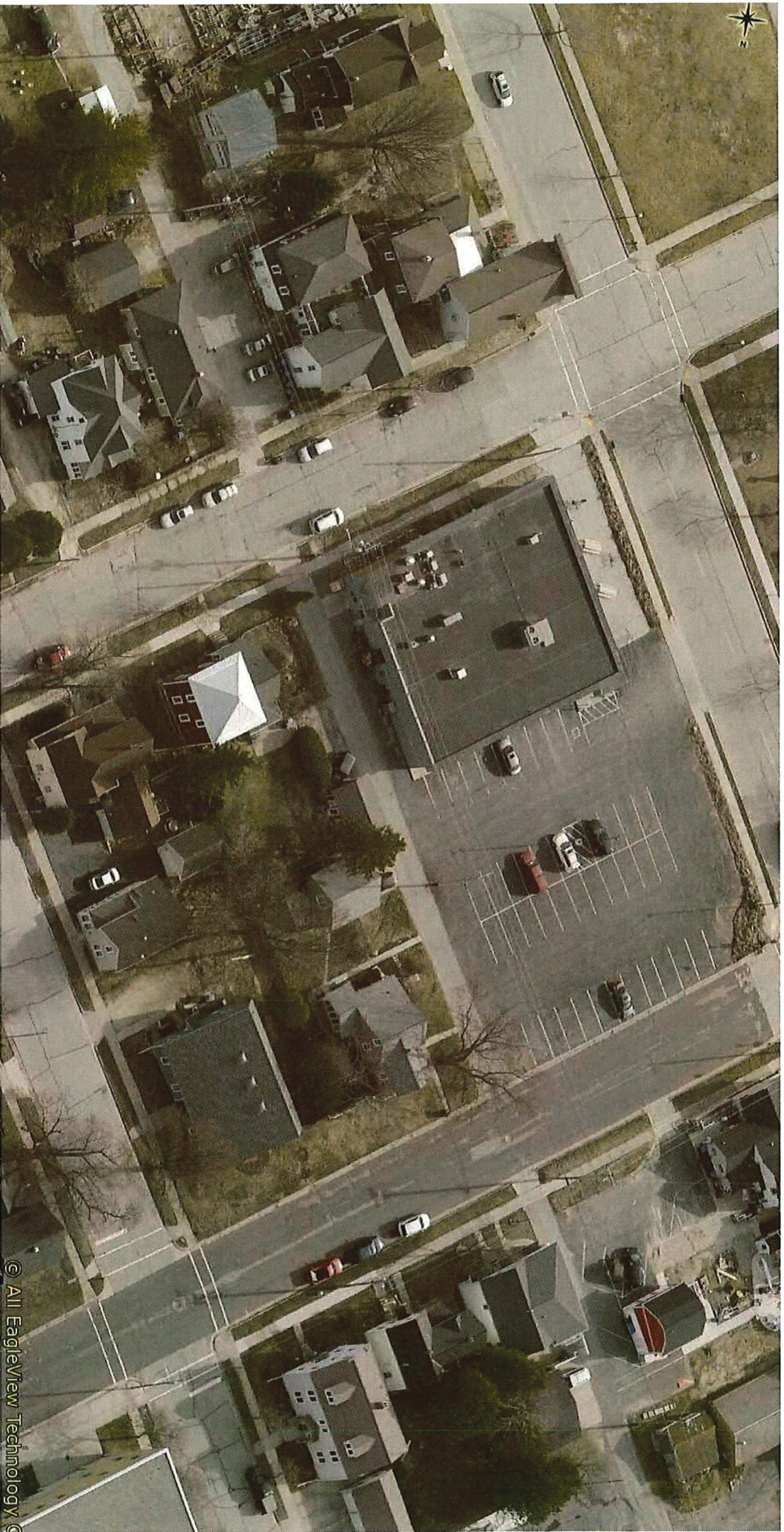
216 S 3<sup>rd</sup> Ave

Sturgeon Bay WI, 54235





# Healthy Way - Viewed from alley side



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