



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, JUNE 20, 2023
6:00 p.m.
COUNCIL CHAMBERS, CITY HALL – 421 MICHIGAN ST
DAVID J. WARD, MAYOR**

1. Call to order.
2. Pledge of Allegiance.
3. Roll call.
4. Adoption of agenda.
5. Public Comment on agenda items only.
6. Presentation re: Granary Update.
7. Consideration of the following bills: General Fund – \$359,411.63, Capital Fund - \$211,624.80, TID #8 - \$78.00, TID #4 - \$2,475.50, Solid Waste Enterprise Fund - \$19,696.17, and Compost Site Enterprise Fund - \$128.59 for a grand total of \$593,414.69. [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 6/6/23 regular Common Council minutes.

* b. Place the following minutes on file:

- (1) Community Protection & Services Committee – 3/1/23
- (2) Joint Parks & Recreation Committee/Board – 5/24/23
- (3) Finance/Purchasing & Building Committee – 5/30/23
- (4) Industrial Park Development Review Team – 6/5/23
- (5) Board of Review – 6/6/23

* c. Place the following reports on file:

- (1) Fire Department Report – April 2023
- (2) Police Department Report – May 2023
- (3) Fire Department Report – May 2023

* d. Consideration of: Approval of beverage operator licenses.

* e. Consideration of: Approval of Temporary Class B Beer licenses.

* f. Consideration of: Approval of Annual “Class B” Combination licenses, Class “B” Beer licenses, “Class A” Combination licenses, “Class C” Wine licenses.

* g. Consideration of: Approval of Sidewalk Café Permit for Bluefront Cafe.

- * h. Consideration of: Approval of Sidewalk Café Permit for Sonny's Pizzeria.
- * i. Consideration of: Street Closure Application for Open Door Pride.
- * j. Consideration of: Street Closure Application for Door County Triathlon.
- * k. Joint Parks & Recreation Committee/Board recommendation re: Installing the wind phone with Municipal Services Director direction and input.
- * l. Joint Parks & Recreation Committee/Board recommendation re: Approve adding two members to the Local Arts Board.
- * m. Finance/Purchasing & Building Committee recommendation re: Extend the current lease agreement with Door County Maritime Museum for the Tug Purves for one year and work to develop new lease.
- * n. Community Protection & Services Committee recommendation re: Deny Class B Combination liquor license for AMAGMA, LLC based on non-use of the license, per City ordinance. City will not re-issue license to another entity for a period of six months.

9. **Mayoral Appointments.**

10. Community Protection & Services Committee recommendation re: Approve Amending Chapter 32 of the Municipal Code – Natural Landscape.

11. First reading of ordinance re: Amending Chapter 32 of the Municipal Code – Property Maintenance/Natural Landscape.

12. Finance/Purchasing & Building Committee recommendation re: Approve the Development Agreement with Duquaine Development – Phase II, including financial assistance of \$330,000 and changes to the annexation agreement.

13. Consideration of: ATC Settlement Agreement.

14. Consideration of: Amendment to Development Agreement with WWP, LLC.

15. City Administrator report.

16. Mayor's report.

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

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

a. Consideration of: Development Agreement with Duquaine Development-Phase II.

b. Consideration of: Development Agreement Amendment with WWP, LLC.

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

18. **Adjourn.**

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 10.11.23

Time: 12:00pm

By: JM

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

6.

STURGEON BAY
Historical Society Foundation, INC

P.O. Box 827 | Sturgeon Bay, WI 54235

6.

June 15, 2023

Door County Granary Project Update

BOARD OF DIRECTORS

Laurel Hauser

President

Matt Young

Vice President

Kelly Avenson

Secretary

Kelly Catarozoli

Nicola Kaftan

Deb Whitelaw-Gorski

Beth Renstrom

Phil Blebl

Terry Smith

STAFF

Nicole Matson

DC Granary - Project Manager

On May 30 the USDA Rural Development requested the earmarked \$3.3M in congressionally directed spending funds to be transferred to their national office account. Once the funds have been transferred to their Wisconsin account the USDA will finalize their review and obligate the funds.

SBHSF is working diligently internally and with Greenfire Management Services and LA DALLMAN architects to review the cost estimate provided by Greenfire's project development manager, Joe Kolavo, and reconcile the project's construction goals within the project budget. The project's construction goals are to open the historic Teweles and Brandeis Grain Elevator as a living museum and community pavilion, providing access to residents and visitors, free of charge. Construction scope will include the public restroom and catering kitchen addition, finish the building's ground floor entrance and event space, provide public access to the upper grain bin and grain chute levels at the top of Granary's headhouse, provide accessibility opportunities, and create a living museum experience educating patrons on the grain elevator's significance to Sturgeon Bay's history of agricultural commerce and the innovative technology of its time. Once the cost estimate exercise is complete SBHSF will finalize construction documents with LA DALLMAN Architects and documents for the work that was added in January (access to the headhouse) will be submitted for state and local permit approval. At the same time Greenfire will go to bid according to the conditions provided by the USDA Rural Development.

Larson-Marvine, a local professional branding, communications, and marketing team conducted a visioning workshop on June 15 with SBHSF board and committee members to begin plans for marketing and promotional opportunities.

SBHSF continues to work with the city on an amendment to the development agreement.

Respectfully submitted by:

Nicole Matson,

Granary Project Manager, nicole@doorcountygranary.org 920-241-6819

Laurel Hauser,

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

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

7.

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INVOICES DUE ON/BEFORE 06/20/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL FUND				
ASSETS				
911GREEN	911 GREEN BAY RD PARTNERS LLC	DULUTH AVE SIDWLK-GB PARTNRS	01-000-000-12638	3,896.86
R0001781	CYNDI WIGGINS	NON RES LAUNCH PASS RFND/WIGGN	01-000-000-46220	75.83
R0001781		NON RES LAUNCH PASS RFND/WIGGN	01-000-000-24214	3.79
R0001781		NON RES LAUNCH PASS RFND/WIGGN	01-000-000-24215	0.38
R0001783	ANNETTE ALLEN	LARGE ITEM COLLECTION REFUND	01-000-000-48120	35.00
TOTAL ASSETS				4,011.86
BALLFIELD LIGHTING				
WPPI ENG	WPPI ENERGY	06/23 ATHLETIC FLD LIGHT PROJ	01-000-981-70000	1,365.39
TOTAL BALLFIELD LIGHTING				1,365.39
TOTAL GENERAL FUND				5,377.25
CITY COUNCIL				
03133	CELLCOM WISCONSIN RSA 10	05/23 3 ALDER CELLPHONES	01-105-000-58999	100.64
TOTAL				100.64
TOTAL CITY COUNCIL				100.64
LAW/LEGAL				
AMUNDSEN	AMUNDSEN DAVIS, LLC	03/23 RIGHT OF WAY-RUENGER	01-110-000-55010	312.00
AMUNDSEN		03/23 GENERAL LEGAL MATTERS	01-110-000-55010	2,236.00
AMUNDSEN		03/23 CONTRACTS/ DEV AGREEMNTS	01-110-000-55010	416.00
BUELOW	BUELOW, VETTER, BUIKEMA,	05/23 LABOR MATTERS	01-110-000-57900	520.00
TOTAL				3,484.00
TOTAL LAW/LEGAL				3,484.00
CITY CLERK-TREASURER				
PULSE	PENINSULA PULSE	05/23 PUBLICATIONS	01-115-000-56000	1,000.72
R0000394	SAFEGUARD BUSINESS SYSTEMS	2500 LASER CHECKS	01-115-000-51600	712.92
R0000394		SHIPPING	01-115-000-51600	47.81
TOTAL				1,761.45
TOTAL CITY CLERK-TREASURER				1,761.45
COMPUTER				
03101	CDW GOVERNMENT, INC.	HDMI TO VGA CONVERTER	01-125-000-54999	22.24
04696	DOOR COUNTY TREASURER	05/23 INTERNET	01-125-000-55550	100.00
04696		05/23 4G INTERNET	01-125-000-55550	375.00
HEARTBUS	HEARTLAND BUSINESS SYSTEMS, LLC	EXCHANGE ONLINE ARCHIVING	01-125-000-55550	648.00
HEARTBUS		OFFICE 365	01-125-000-55550	1,170.00
HEARTBUS		18 DESKTOP COMPUTERS	01-125-000-55550	15,457.68
TOTAL				17,772.92
TOTAL COMPUTER				17,772.92
BUILDING/ZONING CODE ENFORCEMT				
DCI	DOOR COUNTY INSPECTIONS, LLC	05/23 BUILDING PERMITS	01-140-000-55010	7,648.12
TOTAL				7,648.12
TOTAL BUILDING/ZONING CODE ENFORCEMT				7,648.12

INVOICES DUE ON/BEFORE 06/20/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
MUNICIPAL SERVICES ADMIN.				
17700	QUILL CORPORATION	LARGE FORMAT PRINTER PRINthead	01-145-000-51300	84.99
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	STEERING WHEEL COVER	01-145-000-56250	24.99
TOTAL				109.98
TOTAL MUNICIPAL SERVICES ADMIN.				109.98
CITY HALL				
04575	DOOR COUNTY HARDWARE	BRUSH/PORCH-FLOOR SLT GRAY	01-160-000-51850	47.17
04575		ASSORTED SUPPLIES	01-160-000-51850	7.58
04575		SPAYER	01-160-000-52700	89.99
04575		POP UP SPRINKLER	01-160-000-51750	4.59
19880	STURGEON BAY UTILITIES	421 MICHIGAN ST	01-160-000-56150	3,009.22
19880		421 MICHIGAN ST	01-160-000-58650	226.24
VIKING	VIKING ELECTRIC SUPPLY, INC	LIGHTS	01-160-000-55300	170.70
WARNER	WARNER-WEXEL LLC	PAPER PRODUCTS	01-160-000-51850	161.59
TOTAL				3,717.08
TOTAL CITY HALL				3,717.08
INSURANCE				
MCCLONE	MCCLONE AGENCY, INC	07/23 WORK COMP	01-165-000-58750	12,661.00
MCCLONE		07/23 GEN LIABILITY	01-165-000-56400	2,818.00
MCCLONE		07/23 POLICE LIABILITY	01-165-000-57150	1,452.00
MCCLONE		07/23 PUBLIC OFFICL LIABILITY	01-165-000-57400	2,407.00
MCCLONE		07/23 CYBER LIABILITY	01-165-000-55450	293.00
MCCLONE		07/23 AUTO LIABILITY	01-165-000-55200	1,506.00
MCCLONE		07/23 AUTO PHYSICAL DAMAGE	01-165-000-55200	2,338.00
TOTAL				23,475.00
TOTAL INSURANCE				23,475.00
GENERAL EXPENDITURES				
04696	DOOR COUNTY TREASURER	05/23 CITY HALL PHONE SVC	01-199-000-58200	39.24
04696		05/23 FIRE PHONE SVC	01-199-000-58200	9.68
04696		05/23 MUNIC SVC PHONE SVC	01-199-000-58200	25.18
04696		05/23 POLICE PHONE SVC	01-199-000-58200	24.46
QUADPOST	QUADIENT FINANCE USA INC	POSTAGE METER FUNDING	01-199-000-57250	2,000.00
TOTAL				2,098.56
TOTAL GENERAL EXPENDITURES				2,098.56
POLICE DEPARTMENT/PATROL				
04575	DOOR COUNTY HARDWARE	SHOVEL/MISC ITEMS	01-215-000-54999	103.97
06592	FOX VALLEY TECHNICAL COLLEGE	PURSUIT BIENNIAL IN-SVC-GLISH	01-215-000-55600	65.00
19880	STURGEON BAY UTILITIES	SUNSET PARK BOAT LAUNCH	01-215-000-56150	18.38
19880		110 S NEENAH AVE CAMERA	01-215-000-56150	15.20
19880		724 SHORECREST RD CAMERA	01-215-000-56150	15.93
KEW PD	KEWAUNEE POLICE DEPARTMENT	EQUIP TRANSFER/OFFCER GLISH	01-215-000-52900	1,191.55
KWIKTRIP	KWIK TRIP INC	FUEL	01-215-000-51650	35.15
NELSON	NELSON & ASSOCIATES LLC	DUTY BELT/GLISH	01-215-000-52900	49.50
NELSON		NAME PLACE/SNOVER	01-215-000-52900	27.99
NELSON		UNIFORM ITEMS/JOSE	01-215-000-52900	140.00
NELSON		HI VIS RAIN COAT/LOVAS	01-215-000-52900	140.00
NELSON		UNIFORM ITEMS/GANDER	01-215-000-52900	56.00
NELSON		UNIFORM PANTS/SNOVER	01-215-000-52900	192.00
NELSON		UNIFORM SHIRT	01-215-000-52900	96.00
NELSON		HI VIS RAIN COAT	01-215-000-52900	140.00

DATE: 06/13/2023
TIME: 15:46:39
ID: AP4430ZN

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 06/20/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
POLICE DEPARTMENT/PATROL				
NELSON		UNIFORM ITEMS/MUELLER	01-215-000-52900	513.56
NELSON		UNIFORM ITEMS/GLISH	01-215-000-52900	384.00
NELSON		UNIFORM ITEMS	01-215-000-52900	959.15
NELSON		UNIFORM ITEMS/MUELLER	01-215-000-52900	1,420.63
PREVEA	PREVEA HEALTH OCCUPTNL HEALTH	DRUG SCREEN/CSO VANEREM	01-215-000-57100	112.00
TOTAL				5,676.01
TOTAL POLICE DEPARTMENT/PATROL				5,676.01
POLICE DEPT. / INVESTIGATIONS				
ACCURINT	LEXISNEXIS RISK SOLUTIONS	05/23 CONTRACT FEE	01-225-000-57950	105.00
TOTAL				105.00
TOTAL POLICE DEPT. / INVESTIGATIONS				105.00
FIRE DEPARTMENT				
FIRE DEPARTMENT				
19880	STURGEON BAY UTILITIES	MARTIN PARK RESTROOM	01-250-000-56675	6.22
19880		421 MICHIGAN ST	01-250-000-56675	133.25
19880		TRUCK FILL	01-250-000-56675	55.85
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		WS WARMING HOUSE	01-250-000-56675	6.22
19880		WS FIRE STATION	01-250-000-56675	49.73
19880		WS FIRE STATION	01-250-000-56150	104.59
19880		WS FIRE STATION	01-250-000-58650	100.34
19880		38 S NEENAH AVE PAVILLION	01-250-000-56675	6.22
19880		NEENAH AVE RESTROOMS	01-250-000-56675	31.08
19880		W S BALLFLD LTS	01-250-000-56675	31.08
19880		GIRLS LITTLE LEAGUE	01-250-000-56675	49.73
19880		FIRE TRAINING SITE	01-250-000-56675	6.22
19880		FIRE TRAINING SITE	01-250-000-56150	13.92
19880		QUINCY ST BALLFLD	01-250-000-56675	49.73
19880		10 PENNSYLVANIA ST DOCK	01-250-000-56675	15.54
19880		92 E MAPLE ST DOCK	01-250-000-56675	6.22
19880		1ST AVE MARINA/RESTROOM	01-250-000-56675	49.73
19880		KENTUCKY ST 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
19880		OLD HWY RD SIGN	01-250-000-56150	15.92
TOTAL FIRE DEPARTMENT				986.47
TOTAL FIRE DEPARTMENT				986.47
STORM SEWERS				
04575	DOOR COUNTY HARDWARE	CONCRETE MIX	01-300-000-51150	71.94
TOTAL				71.94
TOTAL STORM SEWERS				71.94
LARGE ITEM PICKUP / LEAF COLL				
04575	DOOR COUNTY HARDWARE	DEPOSIT	01-311-000-56250	10.00
GFLNVIR	GFL ENVIRONMENTAL, INC	1 FREON UNIT	01-311-000-58400	60.00

INVOICES DUE ON/BEFORE 06/20/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
LARGE ITEM PICKUP / LEAF COLL				
TOTAL				70.00
TOTAL LARGE ITEM PICKUP / LEAF COLL				70.00
STREET SWEEPING				
19070	SCHARTNER IMPLEMENT INC	SWEEPER CHAIN	01-330-000-51400	38.80
19880	STURGEON BAY UTILITIES	SWEEPER WATER USAGE	01-330-000-53050	15.54
TOTAL				54.34
TOTAL STREET SWEEPING				54.34
ROADWAYS/STREETS				
19275	SHERWIN WILLIAMS	PAINT SPRAYER REPAIRS	01-400-000-51400	2,784.49
GATTENOR	GAT TENOR	GLOVES	01-400-000-54999	154.94
GATTENOR		CREDIT	01-400-000-54999	-34.95
TOTAL				2,904.48
TOTAL ROADWAYS/STREETS				2,904.48
SNOW REMOVAL				
SNOW REMOVAL				
13825	MORTON SALT	118.45 TON ROAD SALT	01-410-000-52400	9,879.92
TOTAL SNOW REMOVAL				9,879.92
TOTAL SNOW REMOVAL				9,879.92
CURB/GUTTER/SIDEWALK				
04575	DOOR COUNTY HARDWARE	DUCT TAPE/POLY FILM/HANDLE	01-440-000-54999	59.57
10750	PREMIER CONCRETE INC	CONCRETE	01-440-000-51200	219.50
10750		CONCRETE DELIVERY	01-440-000-51200	456.00
10750		CONCRETE PICKUP	01-440-000-51200	405.00
TOTAL				1,140.07
TOTAL CURB/GUTTER/SIDEWALK				1,140.07
STREET MACHINERY				
04545	DOOR COUNTY COOPERATIVE/NAPA	TRANSMISSION FLUID	01-450-000-52150	21.99
04545		SPRAYER	01-450-000-52700	22.99
04575	DOOR COUNTY HARDWARE	TIE DOWN	01-450-000-51400	74.97
04575		FASTENERS/DRAIN PLUG/SILICONE	01-450-000-52150	42.46
04575		FASTENERS	01-450-000-52150	11.52
04575		SUNSCREEN	01-450-000-52150	12.99
04575		FASTENERS	01-450-000-52150	6.90
04575		ENGINEER TAPE	01-450-000-52150	17.99
04575		SCREWS	01-450-000-51400	35.99
20725	T R COCHART TIRE CENTER	FLAT REPAIR	01-450-000-53000	65.00
20725		TIRES/MOUNT/DISMOUNT/DISPOSAL	01-450-000-53000	353.56
FLEETPRI	FLEETPRIDE	RATCHET STRAP	01-450-000-52150	10.45
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	HYD OIL	01-450-000-52150	57.99
O'REILLY		CLAMP SET	01-450-000-51400	15.99
O'REILLY		COIL	01-450-000-53000	31.29
PACKER	PACKER CITY TRUCKS, INC	SENSORS	01-450-000-53000	206.10
QUALITY	QUALITY TRUCK CARE CENTER INC	TRANSMISSION REBUILD	01-450-000-53000	11,158.22
QUALITY		AIR BAG	01-450-000-53000	88.69
TRIPURA	TRIPURA PETROLEUM	FUEL	01-450-000-51650	26.68

INVOICES DUE ON/BEFORE 06/20/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
STREET MACHINERY				
TRIPURA		FUEL	01-450-000-51650	18.01
TRIPURA		FUEL	01-450-000-51650	20.33
		TOTAL		12,300.11
		TOTAL STREET MACHINERY		12,300.11
CITY GARAGE				
19880	STURGEON BAY UTILITIES	835 N 14TH AVE	01-460-000-56150	717.68
19880		835 N 14TH AVE	01-460-000-58650	74.08
AMERWELD	AMERICAN WELDING & GAS, INC	MONTHLY BOTTLE RENTAL	01-460-000-58999	161.51
		TOTAL		953.27
		TOTAL CITY GARAGE		953.27
HIGHWAYS - GENERAL				
07887	WALTER HANISKO	SAFETY ALLOWANCE/HANISKO	01-499-000-56800	250.00
19880	STURGEON BAY UTILITIES	808 S DULUTH AVE	01-499-000-58000	15.82
19880		EGG HRBR RD TRFFC LITE	01-499-000-58000	27.69
19880		N 14TH AVE & EGG HRBR TRFF LT	01-499-000-58000	34.14
19880		2 TRFFC WRNING LGHT/SPEED SIGN	01-499-000-58000	8.25
19880		MADISON AVE TRFFC LTS	01-499-000-58000	132.80
19880		342 ORNAMENTAL ST LIGHTS	01-499-000-58000	5,002.97
19880		593 OVERHEAD ST LIGHTS	01-499-000-58000	6,560.32
19880		S LANSING & W WALNUT SIGN	01-499-000-58000	9.11
19880		S 1ST AVE EASE SIDE DOCK	01-499-000-58000	70.88
		TOTAL		12,111.98
		TOTAL HIGHWAYS - GENERAL		12,111.98
PARK & RECREATION ADMIN				
11545	MAPLE STREET SIGN CO.	HARMONY & MOVIE SIGNS	01-500-000-52250	112.23
17700	QUILL CORPORATION	ASSORTED TONER/PAPER	01-500-000-51250	292.31
17700		COIN WRAPPERS	01-500-000-51950	30.42
BABLER	BABLER BUS SERVICES, INC	BREWERS BUS TRIP	01-500-000-52250	1,350.00
		TOTAL		1,784.96
		TOTAL PARK & RECREATION ADMIN		1,784.96
PARKS AND PLAYGROUNDS				
04545	DOOR COUNTY COOPERATIVE/NAPA	SEEDING MULCH	01-510-000-51750	46.47
04545		GRASS SEED/MULCH	01-510-000-51750	259.46
04545		CABLE TIES	01-510-000-52550	12.99
04575	DOOR COUNTY HARDWARE	SCREWS/STOP VALVE	01-510-000-51850	75.95
04575		KEYS/PADLOCK/KEY RINGS	01-510-000-51850	81.29
04575		VNYL ALBSTR	01-510-000-51850	38.99
04575		ELECTRICAL SUPPLIES	01-510-000-51350	39.76
04575		ASSORTED SUPPLIES	01-510-000-51850	100.96
04575		LAWN FERTLIZER	01-510-000-51750	97.98
04575		HOSE NOZZLE THUMB ADJUST	01-510-000-51400	14.99
04575		RAIN WAND	01-510-000-52700	25.99
04575		ASSORTED SUPPLIES	01-510-000-51400	73.53
04575		NOZZLE	01-510-000-56250	18.99
04575		MENDR HOSE	01-510-000-52700	3.59
04575		BRASS HOSE W/SHUTOFF	01-510-000-51400	16.99
07765	GRAINGER INC	SAFETY HARNESS	01-510-000-52350	42.59
07765		SELF RETRACTING LIFE LINE	01-510-000-52350	220.15
08225	HERLACHE SMALL ENGINE	BELT/RECOIL ROPE	01-510-000-51900	27.99

INVOICES DUE ON/BEFORE 06/20/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
PARKS AND PLAYGROUNDS				
12100	LAMPERT YARDS INC	TREATED LUMBER & SEALER	01-510-000-51800	24.55
19240	SERVICE MOTOR CO	MOWER PARTS	01-510-000-51900	172.50
19240		TROUBLESHOOT MOWER	01-510-000-51900	170.10
19240		KUBOA MOWER REPAIRS	01-510-000-51900	166.05
19880	STURGEON BAY UTILITIES	MARTIN PARK	01-510-000-56150	85.31
19880		MARTIN PARK RESTROOM	01-510-000-58650	35.90
19880		MEM FLD WARMING HOUSE	01-510-000-56150	97.04
19880		MEM FLD WARMING HOUSE	01-510-000-58650	395.64
19880		GARLAND PARK	01-510-000-56150	13.81
19880		GARLAND PARK	01-510-000-58650	18.52
19880		SUNSET CONSN CNTR	01-510-000-56150	78.23
19880		SUNSET CONSN CNTR	01-510-000-58650	52.91
19880		FRANK GRASSE MEM SHELTER	01-510-000-56150	71.95
19880		FRANK GRASSE MEM SHELTER	01-510-000-58650	46.96
19880		OTUMBA PARK	01-510-000-56150	32.35
19880		OTUMBA PARK	01-510-000-58650	115.44
19880		WS WARMING HOUSE	01-510-000-56150	226.33
19880		WS WARMING HOUSE	01-510-000-58650	20.03
19880		MADISON AVE CHARGING STATION	01-510-000-56150	13.39
19880		JAYCEES BALLFLD STAND	01-510-000-56150	13.39
19880		3RD AVE POWER PANEL	01-510-000-56150	13.39
19880		MICHIGAN ST FLAG LIGHT	01-510-000-56150	30.09
19880		MEM FLD PKG LOT	01-510-000-56150	13.39
19880		W S BALLFLD LTS	01-510-000-58650	20.64
19880		MEM FLD COMPLEX	01-510-000-56150	1,269.85
19880		GIRLS LITTLE LEAGUE	01-510-000-58650	96.76
19880		OTUMBA PRK WLKWAY	01-510-000-56150	16.04
19880		QUINCY ST BALLFLD	01-510-000-58650	27.00
19880		1ST AVE CHARGING STATION	01-510-000-56150	97.55
19880		SIGN SHED	01-510-000-56150	18.99
19880		SIGN SHED	01-510-000-58650	19.27
19880		CHERRY BLOSSOM PARK	01-510-000-56150	33.41
19880		CHERRY BLOSSOM PARK	01-510-000-58650	30.33
LUX	LUXEMBURG IMPLEMENT COMPANY	RUBBER BUMPER	01-510-000-51900	26.13
RAECOR	RAE-COR DISTRIBUTING,LLC	URINAL SCREENS	01-510-000-51850	93.20
TLB	TLB WOOD PRODUCTS CORP	96 YD MULCH	01-510-000-51750	1,627.20
TLB		FUEL SURCHARGE	01-510-000-51750	37.50
TLB		FREIGHT	01-510-000-51750	375.00
TOTAL				6,894.80
TOTAL PARKS AND PLAYGROUNDS				6,894.80
BALLFIELDS				
BALLFIELDS				
04545	DOOR COUNTY COOPERATIVE/NAPA	CORNERSTONE	01-520-000-54999	1,120.50
04575	DOOR COUNTY HARDWARE	VLVE NEEDLE	01-520-000-56500	12.99
TOTAL BALLFIELDS				1,133.49
TOTAL BALLFIELDS				1,133.49
MUNICIPAL DOCKS				
04575	DOOR COUNTY HARDWARE	TANK SPRAYER	01-550-000-51850	29.99
04575		WASH MACHINE HOSE-FISH TABLE	01-550-000-51850	11.99
04575		VNYL 1" ALBSTR	01-550-000-51850	38.99
19880	STURGEON BAY UTILITIES	36 S NEENAH PKG LOT LTS	01-550-000-56150	149.07
19880		38 S NEENAH AVE PAVILLION	01-550-000-56150	130.85
19880		38 S NEENAH AVE PAVILLION	01-550-000-58650	34.39
19880		NEENAH AVE RESTROOMS	01-550-000-56150	180.70
19880		NEENAH AVE RESTROOMS	01-550-000-58650	362.73
TOTAL				938.71
TOTAL MUNICIPAL DOCKS				938.71

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CITY OF STURGEON BAY
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INVOICES DUE ON/BEFORE 06/20/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
WATER WEED MANAGEMENT				
04575	DOOR COUNTY HARDWARE	DRILL BIT/CUT WHEEL/RIVET	01-560-000-56250	59.16
04575		WIRE BRUSH	01-560-000-51400	6.99
04575		COBALT DRILL BIT	01-560-000-51400	15.98
04575		RIVETS	01-560-000-51400	8.59
04575		FASTENERS	01-560-000-51400	6.36
04575		SUPPLIES	01-560-000-51400	15.99
04575		HEX NUT	01-560-000-51400	8.99
04575		FASTENERS	01-560-000-51400	19.04
19070	SCHARTNER IMPLEMENT INC	BOLTS/CHAIN/LINKS	01-560-000-56250	160.50
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	CLAMPS	01-560-000-51400	25.12
O'REILLY		CREDIT	01-560-000-51400	-6.25
TOTAL				320.47
TOTAL WATER WEED MANAGEMENT				320.47
WATERFRONT PARKS & WALKWAYS				
04575	DOOR COUNTY HARDWARE	HANDHLD SHOWERHEAD	01-570-000-54999	23.99
04575		ROTOR SPRINKLER	01-570-000-54999	16.99
19880	STURGEON BAY UTILITIES	92 E MAPLE ST DOCK/LTS	01-570-000-56150	21.63
19880		DC MUSEUM WALKWAY	01-570-000-56150	38.00
19880		DC MUSEUM PRKGLOT	01-570-000-56150	56.59
19880		JUNIPER ST WALKWAY LTS	01-570-000-56150	24.68
19880		JUNIPER ST PARKING LOT	01-570-000-56150	21.19
19880		10 PENNSYLVANIA ST DOCK	01-570-000-58650	359.05
19880		48 KENTUCKY ST WTRFTNT	01-570-000-56150	80.22
19880		92 E MAPLE ST DOCK	01-570-000-58650	14.27
19880		1ST AVE MARINA/RESTROOM	01-570-000-56150	181.21
19880		1ST AVE MARINA/RESTROOM	01-570-000-58650	69.54
19880		KENTUCKY ST PKG RAMP	01-570-000-56150	66.21
19880		KENTUCKY ST CITY MARINA	01-570-000-58650	33.60
19880		LIGHT REPAIR	01-570-000-58999	78.55
VIKING	VIKING ELECTRIC SUPPLY, INC	LIGHTS	01-570-000-54999	140.40
TOTAL				1,226.12
TOTAL WATERFRONT PARKS & WALKWAYS				1,226.12
TOTAL GENERAL FUND				124,097.14
CAPITAL FUND				
GENERAL EXPENDITURES				
13133	MARTELL CONSTRUCTION INC	PRJCT 2301 A-BILLABLE-A PARK	10-199-000-51525	946.54
13133		PRJCT 2301 A-BILL-HOPE CHURCH	10-199-000-51525	1,359.48
13133		PRJCT 2301 A-BILL SB SCHOOL	10-199-000-51525	1,349.99
13133		PRJCT 2301 A-BILL- MORAVIAN	10-199-000-51525	7,238.60
13133		PRJCT 2301 A-BILL- DCMH	10-199-000-51525	745.62
13133		PRJCT 2301 A-BILL- CORPUS	10-199-000-51525	1,755.36
R0000421	WI DEPT OF TRANSPORTATION	STH 42/BILLABLE -COUNTY	10-199-000-51525	300.24
TOTAL				13,695.83
TOTAL GENERAL EXPENDITURES				13,695.83
PATROL				
PATROL				
04291	DIVE RESCUE INTERNATIONAL, INC	ASSORTED DIVE TEAM ITEMS	10-215-000-59999	7,650.00
04291		MASK SHIELD	10-215-000-59035	98.98
19317	STONE HARBOR RESORT &	LODGING/PBLC SAFETY DIVE TRAIN	10-215-000-59035	3,600.00
EWALD	EWALD CHEVROLET BUICK, LLC	CHEVY TAHOE SSV VEHICLE	10-215-000-59035	48,673.00
EWALD		TAHOE TITLE/REGISTRATION	10-215-000-59035	169.50
TOTAL PATROL				60,191.48
TOTAL PATROL				60,191.48

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INVOICES DUE ON/BEFORE 06/20/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAPITAL FUND				
ROADWAYS/STREETS				
ROADWAYS/STREETS				
R0000421	WI DEPT OF TRANSPORTATION	STH 42/CITY PORTION	10-400-000-59095	695.64
R0000421		S DULUTH AVE	10-400-000-59096	192.29
TOTAL ROADWAYS/STREETS				887.93
TOTAL ROADWAYS/STREETS				887.93
CURB/GUTTER/SIDEWALK				
EXPENSE				
13133	MARTELL CONSTRUCTION INC	PROJECT 2301 A CITY PORTION	10-440-000-59102	135,849.56
TOTAL EXPENSE				135,849.56
TOTAL CURB/GUTTER/SIDEWALK				135,849.56
PARKS AND PLAYGROUNDS				
PARKS AND PLAYGROUNDS				
RASS	RASS EXCAVATING & MATERIAL LLC	TOPSOIL/OTUMBA PLYGRND	10-510-000-59075	1,000.00
TOTAL PARKS AND PLAYGROUNDS				1,000.00
TOTAL PARKS AND PLAYGROUNDS				1,000.00
TOTAL CAPITAL FUND				211,624.80
TID #8 DISTRICT				
TID #8 DISTRICT				
TID #8 DISTRICT				
AMUNDSEN	AMUNDSEN DAVIS, LLC	03/23 TID 8 - MUSE REDEVELOP	24-380-000-55001	78.00
TOTAL TID #8 DISTRICT				78.00
TOTAL TID #8 DISTRICT				78.00
TOTAL TID #8 DISTRICT				78.00
TID #4 DISTRICT				
TID #4 DISTRICT				
TID #4 DISTRICT				
AMUNDSEN	AMUNDSEN DAVIS, LLC	03/23 PLAZA DEVELOPMENT	28-340-000-55001	208.00
CEDARCO	CEDAR CORPORATION	WEST WATERFRONT	28-340-000-58999	2,267.50
TOTAL TID #4 DISTRICT				2,475.50
TOTAL TID #4 DISTRICT				2,475.50
TOTAL TID #4 DISTRICT				2,475.50
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
04545	DOOR COUNTY COOPERATIVE/NAPA	CASE GREASE	60-000-000-52050	71.25
04545		CASE GREASE	60-000-000-52050	74.75
20725	T R COCHART TIRE CENTER	TIRE CHANGES	60-000-000-52850	40.00
GFLENVIR	GFL ENVIRONMENTAL, INC	260.14 T GARBAGE	60-000-000-58300	18,342.47
GFLENVIR		67.56 T RECYCLING	60-000-000-58350	1,125.56
ONESOURC	ONESOURCE PARTS	DIODES	60-000-000-53000	29.30
ONESOURC		SHIPPING	60-000-000-53000	12.84
TOTAL SOLID WASTE ENTERPRISE FUND				19,696.17
TOTAL SOLID WASTE ENTERPRISE FUND				19,696.17
TOTAL SOLID WASTE ENTERPRISE				19,696.17

INVOICES DUE ON/BEFORE 06/20/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
04575	DOOR COUNTY HARDWARE	SCREEN REPAIR	64-000-000-54999	19.27
19880	STURGEON BAY UTILITIES	MARTIN PARK RESTROOM	64-000-000-58999	2.00
19880		421 MICHIGAN ST	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		WS WARMING HOUSE	64-000-000-58999	2.00
19880		WS FIRE STATION	64-000-000-58999	6.00
19880		38 S NEENAH AVE PAVILLION	64-000-000-58999	2.00
19880		NEENAH AVE RESTROOMS	64-000-000-58999	4.00
19880		W S 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	19.32
19880		FIRE TRAINING SITE	64-000-000-58999	2.00
19880		QUINCY ST BALLFLD	64-000-000-58999	6.00
19880		10 PENNSYLVANIA ST DOCK	64-000-000-58999	2.00
19880		92 E MAPLE ST DOCK	64-000-000-58999	2.00
19880		1ST AVE MARINA/RESTROOM	64-000-000-58999	6.00
19880		KENTUCKY ST 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				128.59
TOTAL COMPOST SITE ENTERPRISE FUND				128.59
TOTAL COMPOST SITE ENTERPRISE FUND				128.59
TOTAL ALL FUNDS				358,100.20

MANUAL CHECKS

WISCONSIN PUBLIC SERVICE 06/05/23 Check # 91971 05/23 Statement Charges Various Departmental Accounts	\$643.64
DELTA DENTAL 06/05/23 Check # D001401 06/23 Dental Insurance Various Departmental Accounts	\$6,195.38
EFT GROUP INSURANCE 06/05/23 Check # D001402 06/23 Health Insurance Various Departmental Accounts	\$118,061.36
SPECTRUM 06/09/23 Check # 92039 05/23 Cable Statement Charges 01-160-000-58999 & 21-00-000-58999	\$181.98
L&S TRUCK CENTER 06/09/23 Check # 92040 2023 F350 Chassis/Cab 10-000-000-48100	\$47,970.00
AT&T FIRST MOBILITY 06/09/23 Check # 92041 04/23 Police Cellphone Statement 01-215-000-58250	\$1,528.13
INLAND LAKE HARVESTERS 06/12/23 Check # 92043 Harvester Down Payment 10-560-000-59065	\$60,734.00
TOTAL MANUAL CHECKS	\$ 235,314.49

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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 06/20/2023

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

GENERAL FUND	124,097.14	359,411.63
CAPITAL FUND	211,624.80	
TID #8 DISTRICT	78.00	
TID #4 DISTRICT	2,475.50	
SOLID WASTE ENTERPRISE	19,696.17	
COMPOST SITE ENTERPRISE FUND	128.59	

TOTAL --- ALL FUNDS	358,100.20	593,414.69

Heleen Bacon June 13, 2023
Seth Windmeyer 6/13/23

COMMON COUNCIL
June 6, 2023

A meeting of the Common Council was called to order at 6:02 p.m. by Mayor Ward. The Pledge of Allegiance was recited. Roll call: Statz, Gustafson, Nault, Wiederanders and Reeths were present. Bacon & Williams appeared via Zoom.

Reeths/Wiederanders to adopt the agenda removing item #16. Carried.

The Mayor presented a Proclamation to Open Door Pride.

The following people spoke during public comment: Chris Kellems, 120 Alabama Street; Jimmy Doerry, 527 S. Oxford Ave; Cathy Grier, 153 S. 3rd Ave; melaniejane, 30 N 1st Ave; Wendy Heim, 900 Southern Cross, Green Bay; JJ Malvitz, 8778 County C, Sturgeon Bay; Kyle Carpenter, 5165 County Rd K, New Franken; Pat Neu, 8410 Curve Rd, Forestville; Robert Breivogel, 520 E Adams, Elhurst, IL; Hunter VanDuyse, 3747 Sandpiper Way, Green Bay; Fred Kayafed, Stevens Point; Neal Wisniski, 963 Old Wausau Rd, Stevens Point; Paul Kwiatkowski, 9441 Gibraltar Woods Court, Fish Creek.

Bacon/Wiederanders to approve 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 Enterprise Fund - \$214.40 for a grand total of \$415,007.45. Roll call: All voted aye. Carried.

Gustafson/Nault to approve consent agenda:

- a. Approval of 5/16/23 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: 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.)

Carried.

There were no mayoral appointments.

RECOMMENDATION

We, the Parks & Recreation Committee/Board, hereby recommend to approve the updated Fishing Tournament Rules to begin January 1, 2024

PARKS & RECREATION COMMITTEE/BOARD
By: Helen Bacon, Chr.

Bacon/Wiederanders to approve. A lengthy discussion took place regarding the history of this proposal/recommendation at the Committee level, the new technology that makes the new rules make sense, whether or not it is the City’s place to make the rules or if it should be left to the WDNR, the protection of the fishery. Roll call: Bacon, Statz, and Wiederanders voted aye. Williams, Gustafson, and Reeths voted no. Nault abstained. Mayor broke the tie by voting aye. Carried.

RECOMMENDATION

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

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

Municipal Services Director Barker introduced. Bacon/Wiederanders to approve. Carried.

RECOMMENDATION

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

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

Introduced by Community Development Director Olejniczak. Bacon/Williams to approve. Carried.

RECOMMENDATION

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.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

Introduced by Olejniczak. Bacon/Wiederanders to approve. Carried.

RECOMMENDATION

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

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

Introduced by Olejniczak. Bacon/Gustafson to approve. Carried.

City Engineer Shefchik presented the bids for the Street Crack Sealing program for 2023. Nault/Reeths to award the contract for Project 2303-Street Crack Sealing program to Fahrner Asphalt Services, LLC with unit pricing amounts totaling an estimated cost of \$71,245.00. Carried.

City Planner/Zoning Administrator Servia presented the request from Healthy Way for a temporary use for a walk-in cooler at the rear of the property. It was noted that the permanent cooler had a lengthy wait time. Statz/Gustafson to approve the temporary use for the walk-in cooler at rear of the Health Way property for not more than one year. Carried.

City Administrator VanLieshout gave his report.

Mayor Ward gave his report.

Nault/Reeths to adjourn. Carried. The meeting adjourned at 7:54 p.m.

Respectfully submitted,



Stephanie L. Reinhardt
City Clerk/HR Director

COMMUNITY PROTECTION & SERVICES COMMITTEE
March 1, 2023

A meeting of the Community Protection & Services Committee was called to order at 5:00 pm by Chairperson Williams in the Council Chambers, City Hall. **Roll Call:** Ald. Williams, Ald. Reeths and Ald. Wiederanders were present. Also present from City Departments were Chief Henry, Mike Barker, Stephanie Servia, Marty Olejniczak and Josh VanLieshout.

Moved by Ald. Reeths, seconded by Ald. Wiederanders to adopt the following amended agenda and moving item 6 up after Public Comment:

1. Roll Call
2. Adoption of Agenda
3. Approval of Minutes from February 1, 2023
4. Public Comment of Agenda Items
5. Consideration of: Natural Lawns
6. Consideration of: Fines and Forfeitures Chapter of the Municipal Code
7. Discussion of: Street Lights
8. Adjourn

All Ayes. Carried.

Approval of Meeting Minutes

Moved by Ald. Wiederanders seconded by Ald. Reeths to approve the February 1, 2023 minutes. All Ayes. Carried.

Public Comment

None

Fines and Forfeitures Chapter of the Municipal Code

An open discussion regarding the Fines and Forfeitures Chapter of the Municipal Code mainly addressed if the penalty amount in Chapter 25.04 could be raised.

Chief Henry researched and found that forfeitures cannot exceed a penalty of \$200; whether first offense or second offense. He wanted to make sure all understood the \$200 was the deposit amount, and not the full dollar amount of the citation that would be issued, factoring in court costs. Chief Henry felt the bond amounts we currently have are fair; however, the deposit amounts could be reviewed to see if that is something that the City would want to raise. Also, he stated the City does not follow the Municipal court bond schedule, we follow the State court bond schedule as we don't have our own Municipal Court. Chief Henry feels any changes would need to be proposed, but Zoning forfeitures could be increased as there is no dollar amount attached; the City could adopt those changes. These deposit amounts could range anywhere from \$0-\$200.

Mr. Olejniczak stated the other issue is not all our Municipal ordinances are included in the schedule of deposits that were adopted within the last 20 years. Mr. Olejniczak feels we should at least update the code to include the most recent additions.

It was decided staff will continue to work on updating the Municipal Codes, and will bring back to the next meeting.

Natural Lawns

Mr. Barker lead an Ad Hoc Committee which included members Mark Holey, Karen Newbern, Cathy Grier and Nick Lutzke.

The Ad Hoc Committee met three times; their focus was on:

- Defining what would be a natural landscape.
- What percentage of a yard could be considered natural landscape.
- What lot size would be appropriate when considering natural landscape.
- Address having lawn borders or parameters.
- Advise what species grow well in the environment and only allow those.

The ordinance was mirrored from Green Bay; parts were taken that related to the needs of Sturgeon Bay. Items discussed included:

- Maintenance and appearance of building structures and land.
- What percentage of the lawn being a natural landscape would require registration with the City.
- Types of plantings allowed.
- Natural landscape areas and placement in relation to location and maximum areas.

All agreed the presented ordinance is solid; it addresses all areas. Changes will occur as they come up down the road.

Moved by Ald. Reeths, seconded by Ald. Wiederanders to recommend the Common Council approve adopting the Natural Landscape Ordinance as presented. All ayes. Carried.

Street Lights

There was no report from any City department regarding where street lights and dark areas were concerning. Chief Henry suggested to table this item until leaves are back on trees and walking season commences; then this item can be revisited.

This item will be brought back to the July meeting.

Moved by Ald. Wiederanders, seconded by Ald. Reeths to adjourn the meeting of the Community Protection & Services Committee. All ayes. Carried. The meeting was adjourned at 5:32 pm.

Respectfully submitted,



Sarah Spude-Olson
Police Department Office Manager

CITY OF STURGEON BAY
JOINT PARKS AND RECREATION COMMITTEE / BOARD MEETING MINUTES
Wednesday, May 24, 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, Ald. Kerry Reeths, Tom Hemminger, Debbie Kiedrowski, Randy Morrow, and Municipal Services Director Mike Barker. Chris Larsen entered meeting at 5:10 p.m. Jay Renstrom was excused. Also in attendance, was City Administrator Josh VanLieshout.

Adoption of the Agenda [2]: Motion was made by Morrow and seconded by Reeths to adopt the following agenda:

1. Roll Call
2. Adoption of Agenda
3. Review of Minutes from April 26, 2023.
4. Review of Local Arts Board Minutes from April 12, 2023.
5. Public Comment on Agenda Items.
6. Discussion and consideration of wind phone proposal.
7. Discussion and consideration of Local Arts Board's proposal.
8. Update on status of Otumba playground.
9. Chair's report.
10. Director's report.
11. Adjourn.

Review of Minutes from April 26, 2023 [3]: No comments or changes

Review of Minutes from the Local Arts Board meeting on April 12, 2023 [4]: No changes.

Public Comment on Agenda Items [5]: No Comments.

Discussion and consideration of wind phone proposal [6]: Joshua Gregory, 1036 Superior Street, presented for the consideration of an installation of a wind phone at a city park. He discussed the following:

- The background behind wind phones which originated in Japan in an area that was hit hard by a tsunami. Many people were killed and survivors used wind phones as a way to deal with their grief.
- Wind phones are phones put out in nature that are disconnected that allow people to say what they wish they could to a dead relative. They are used as tools for mental health and processing grief.
- The reason it was important to him after losing his mother who was a local first responder and disaster program manager.
- His intent to construct and maintain the wind phone including the removal of any memorials left behind. He intends to work with FLS Banners to create proper signage to accompany the phone.

- The location of the wind phone and both Sunset and Big Hill Park were discussed as well as the potential for vandalism.

Morrow made a motion that we approve installing the wind phone and give Barker the leeway to determine which park to place it in and Gregory and Barker will present to the Joint Parks and Recreation Committee and Board what was decided and what the design plan is. Kiedrowski seconded the motion. All in favor, motion carried.

Discussion and consideration of Local Arts Board's proposal [7]: melaniejane, a member of the Local Art Board, introduced the Local Art Board's proposal to increase the size of the Local Art Board's size from five members to seven. She noted it would increase the board's connections and help the board to achieve more. melaniejane read a message from Local Art Board member Margaret Lockwood discussing the expansion of the art scene in Sturgeon Bay and in favor of adding two additional members to the Local Arts Board.

Stephanie Trenchard, another member of the Local Arts Board also spoke. She noted the fact that the city has an arts board shows we value art and culture. Sturgeon Bay is becoming known for its art and having a strong arts board shows that we do value art. Trenchard read off a list of similar sized tourist destination cities and their number of members on arts boards. She thinks we have room to grow and diversify.

Ald. Nault questioned if terms of Local Arts Board members are staggered. Ald. Bacon answered affirmatively.

City Administrator VanLieshout explained how nominations to potential board members are made. He said they are ultimately made by the mayor and approved by Common Council, but that the Local Arts Board could make recommendations.

Morrow made a motion to approve the proposal from the Local Arts Board to add two members to their board. Nault seconded the motion. All in favor, motion carried.

Update on status of Otumba playground [8]: Barker noted all the playground equipment has been installed, the curbing is done, as well as backfilling around the new curb. There is a lot of grass growing there. Barker said the rubber mat will start to be installed next week. It does take some time for the mat to cure and the grass needs a bit of time before the area is opened up to the public. There is a grand opening celebration scheduled for June 16th at noon; that is when the fence will be taken down. Other then planting some trees and resurfacing the tennis court Otumba Park's renovations are considered done. Work on the tennis courts will mostly likely begin spring 2024. The Parks and Recreation Board has received two bids on the tennis court project so far. Ald. Bacon questioned if there would be pickleball lines. Barker said there would not.

Chair's Report [9]: Ald./Chair Bacon, Barker, and Vanlieshout will be meeting with local artist Nathan Hatch about the potential site of his sculpture.

The Walkable Arts Map created by City Planning/Zoning Administrator Stephanie Servia is pretty much done. The plan is to print 100 copies and put them at City Hall and Destination Sturgeon Bay. These maps will have a QR code that brings people to a website. City Administrative Assistant Suzanne Miller has composed a written description and links to click on about the art and/or the artists found in the pamphlet.

Director's Report [10]: Barker did not give a report, but was asked questions. Morrow questioned Barker as to the when pedestrian crossing signs will be put at cross walks. Barker noted they should be out before Memorial Day.

Morrow asked if there would be any park space on the west side by the granary project. Barker replied there will not be any discussion about park space there until we know how it's going to be developed.

Adjourn [11]: Motion to adjourn by Reeths and seconded by Kiedrowski. All in favor. Motion carried. The meeting was adjourned at 5:53 p.m.

FINANCE/PURCHASING & BUILDING COMMITTEE
May 30, 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, Wiederanders and Williams were present. Also present: City Administrator Van Lieshout, Community Development Director Olejniczak, and Office Accounting Assistant II Metzger.

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

1. Roll call.
2. Adoption of agenda.
3. Public comment on agenda items and other issues related to finance & purchasing.
4. Consideration of: Tug Purves Lease Renewal.
5. Consideration of: Consulting Services for Creation of TID #9.
6. Consideration of: Engineering Services for Industrial Flex Building in Sturgeon Bay Industrial Park.
7. Convene in closed session in accordance with the following exemptions:

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

- a. Consideration of: Development Agreement for Duquaine Development - Phase II.

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

8. Review bills.
 9. Adjourn.
- Carried.

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

Consideration of: Tug Purves Lease Renewal:

City Administrator VanLieshout explained the Door County Maritime Museum and Waterfront Redevelopment Authority have held a lease for mooring of the Tug Purves since 2008. The Purves utilizes 170 ft of waterfront dock space at a minimal rate. He stated the request is to extend the lease, which has expired, for another year under the City's ownership, as the WRDA is in the process of dissolving, and take this time to develop an agreement with a reasonable lease rate.

Door County Maritime Museum Executive Director Kevin Osgood expressed support to extend the current agreement for a year and develop a lease agreement.

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to extend the current lease agreement with the Door County Maritime Museum for the Tug Purves for 1 year and work to develop a new lease. Carried.

Consideration of: Consulting Services for Creation of TID #9.

Community Development Director Olejniczak explained the Council entered into a memorandum of understanding with Howard Immel, Inc regarding an industrial flex building. Immel is close to entering into a development agreement as the City considers plans for the Zak property. As a preplanning measure for infrastructure and storm water management for the area, using tax increment financing is a good option. Mr. Olejniczak stated whether the flex building happens, the City will be marketing the properties to other businesses, therefore the City is looking to start the process to create a TID. The City has worked with Robert W. Baird for past TID creation. The \$7,000 consulting fee is reimbursable by the TID.

Moved by Alderperson Bacon, seconded by Alderperson Williams to recommend to Common Council approve hiring R.W. Baird for consulting services for the creation of TID #9. Carried.

Consideration of: Engineering Services for Industrial Flex Building in Sturgeon Bay Industrial Park:

Community Development Director Olejniczak stated a memorandum of understanding was adopted between the City and Howard Immel Inc. The process is at the stage for formal engineering, some of which is specific to the industrial flex building. Immel requires engineering for their project while the City requires engineering for the overall Zak property. The City and Immel would jointly utilize engineering services. Requests for proposals were sent to 4 firms the City works with, 2 bids were received both similar proposals, however Cedar Corp offered the best timetable. The City's portion of costs is approximately \$20,000-\$25,000.

Moved by Alderperson Wiederanders, seconded by Alderperson Williams to recommend to Common Council to approve hiring Cedar Corp for engineering services for Industrial Flex Building in the Sturgeon Bay Industrial Park. Carried.

After Alderperson Bacon announced the statutory basis, it was moved by Alderperson Williams, seconded by Alderperson Wiederanders to convene in closed session. Roll call: Alderpersons Bacon, Wiederanders and Williams voted aye. Carried. The meeting moved into closed session at 4:54 pm. The meeting reconvened at 5:18 pm.

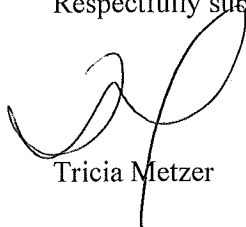
Moved by Alderperson Williams, seconded by Alderperson Wiederanders to recommend to Common Council to approve the development agreement with Duquaine Development -Phase II, including financial assistance of \$330,000 and the changes to the annexation agreement. Carried.

Review bills

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

Moved by Alderperson Williams, seconded by Alderperson Wiederanders to adjourn. Carried. The meeting 5:23pm.

Respectfully submitted,



Tricia Metzger

Industrial Park Development Review Team

Wednesday, June 5, 2023

A meeting of the Industrial Park Development Review Team was called to order at 12:00 p.m. by Chairperson Gary Nault in the Council Chambers, City Hall, 421 Michigan Street.

Roll call: Members Gary Nault, Sandy Hurley, William Murrock and Michelle Lawrie were present. Staff present were Community Development Director Marty Olejniczak, Planner/Zoning Administrator Stephanie Servia, and Community Development Administrative Assistant Cindy Sommer.

Adoption of Agenda: Moved by Mr. Murrock, seconded by Mr. Nault to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Consideration of: 3,327 square foot building addition for Therma-Tron-X, Inc., located at 1155 S. Neenah Avenue, parcel #281-64-65000111A.
4. Consideration of: Review of fence requirements for Door County Scrap Metal located at 1456 Shiloh Road.
5. Consideration of: Housekeeping and maintenance of properties in the Industrial Park.
6. Adjourn.

All ayes. Motion carried.

Consideration of: 3,327 square foot building addition for Therma-Tron-X, Inc., located at 1155 S. Neenah Avenue, parcel #281-64-65000111A. Ms. Servia explained that Therma-Tron-X (TTX) is looking to add a 3,327 square foot addition onto the east side of their building facing the street as well as a 122 square foot vestibule where there are currently some garage doors and pavement. The colors and materials will match their existing building. Their plans meet the zoning requirements and the Industrial Park Development Review Team standards. No parking spaces, landscaping or impervious surfaces will be negatively impacted, and staff recommends approval.

Colin Meisel of Ruekert-Mielke, engineers for the project, explained that they are converting some areas that are pavement into building space and no storm water drainage will be impacted. They will also add some additional landscaping along the building.

Jesse Hall of Keller indicated this space will be a maintenance shop and they are also putting a parapet on the back side of the building to increase the aesthetic appeal. They intend to have the addition enclosed before this winter.

Ms. Hurley asked if all conditions were met with their previous addition. Mr. Olejniczak explained that the landscaping has not been completed, however they normally allow extra time for this to be done when the construction is completed during the non-growing season. They were granted temporary occupancy in the early spring. TTX is required to complete that work in conjunction with the approval for that addition.

Ms. Hurley motioned to approve the addition as presented. Motion seconded by Mr. Murrock. All ayes, motion carried.

Consideration of: Review of fence requirements for Door County Scrap Metal located at 1456 Shiloh Road. Ms. Servia indicated that the condition of the fence at Door County Scrap Metal was recently brought to the attention of staff. This issue was brought before this group in 2015 and again in 2020, however ownership has changed and the new owner was unaware of the issue. The current fence is required to be extended along the northwest corner and painted a uniform, earth-tone color, which has not yet been done.

Travis Mueller of Door County Scrap Metal explained that he was not aware that there were requirements in place for the fence, however they do not have money in the budget to complete the painting this year

and he is requesting guidance on a timeline and color options. He explained they will be cutting the weeds and repairing the section of fence that has fallen over very soon to make the area more presentable. Ms. Lawrie offered to work with the owners to choose the color for the fence.

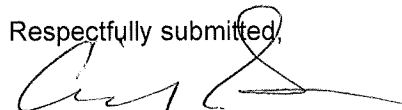
Ms. Hurley motioned to extend the deadline for painting the fence to the 3rd quarter of 2024. Motion seconded by Mr. Murrock. All ayes, motion carried.

Consideration of: Housekeeping and maintenance of properties in the Industrial Park. The members discussed the yard at T.R. Cochart having big logs and firewood around, as well as a large pile of old tires, and if fencing the area would be a good solution. Ms. Lawrie and Ms. Servia will work with the owners for a possible solution.

Ms. Lawrie indicated that Door County Economic Development Corporation is looking into replacing their current sign with a more attractive one.

Adjourn. Moved by Mr. Murrock, seconded by Mr. Nault to adjourn. Motion carried. Meeting adjourned at 12:23 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Cindy Sommer', written over the typed name.

Cindy Sommer
Community Development
Administrative Assistant.

Board of Review
June 6, 2023

A meeting of the Board of Review was called to order at 9:01 am by Chairperson Loss in Council Chambers, City Hall. Roll call: Members Herlache, Loss, and Wiegand were present. Also present: City Clerk Stephanie Reinhardt and City Assessor Myles McKown.

Wiegand/Herlache to adopt the following agenda:

1. Roll call.
2. Adoption of Agenda.
3. Election of Chairperson.
4. Receive objections/hear testimony as appropriate/examine the assessment roll for errors.
5. Adjournment will take place when all hearings and deliberations have been completed.

Carried.

Wiegand/Herlache to nominate Robert Loss as Chairperson. Carried.

City Assessor McKown noted that the assessment role was complete and signed.

Herlache/Wiegand to approve the Request for Waiver for Board of Review hearing for Wal-Mart Real Estate Business Trust re: parcel #'s: 281-70-32001301, 281-70-32001602, and 281-70-32001611. Carried.

Wiegand/Herlache to approve adding 2022 omitted personal property, Virlee Gunworks Shooting Center, #281-2320 to 2023. Carried.

It was noted that Board member Robert Loss was trained for the 2023 Board of Review.

There were no other objections.

Herlache/Wiegand to adjourn. Carried. The meeting adjourned at 11:01 am.

Respectfully submitted,



Stephanie L. Reinhardt
City Clerk/Human Resources Director



CITY of STURGEON BAY FIRE DEPARTMENT

Kalin Montevideo
Assistant Fire Chief

421 Michigan St
Sturgeon Bay, WI 54235

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

STURGEON BAY FIRE DEPARTMENT APRIL 2023 FIRE REPORT

APRIL 2023 INCIDENTS:	<u>138</u>	APRIL 2022 INCIDENTS:	<u>130</u>	<u>% INCREASE</u>
2023 YTD TOTAL:	<u>534</u>	2022 YTD TOTAL:	<u>547</u>	<u>-2.4%</u>

INCIDENTS BY JURISDICTION:

AVERAGE RESPONSE TIME:

CITY:	<u>130</u> Year to Date: <u>501</u>	EMERGENT: <u>3.8 Minutes</u>	NON-EMERGENT: <u>4.6 Minutes</u>
111 – Medical Incident	01 – Structure Fire	01 – Authorized/Controlled Burning	
02 – Gas Leak	01 – Public Service Assist.	02 – Alarm/Detector Activation, No Fire	
02 – Unauthorized Burning	02 – Dispatched & Cxl in Route	01 – Excessive Heat/Scorch Burns, No Fire	
01 – Lock-Out	01 – Water/Steam Leak	01 – Assist Law Enforcement/Other Agency	
02 – Vehicle Accident	01 – Outside Trash/Waste Fire	01 – Smoke Scare/Odor of Smoke	

Town of Sevastopol:	<u>03</u> Year to Date: <u>16</u>	EMERGENT: <u>8.4 Minutes</u>	NON-EMERGENT: <u>N/A</u>
01 – Structure Fire	01 – Assist Law Enforcement/Other Agency		
01 – Extricate Person from Building/Structure			

Town of Sturgeon Bay:	<u>01</u> Year to Date: <u>11</u>	EMERGENT: <u>N/A</u>	NON-EMERGENT: <u>10.4 Minutes</u>
01 – Assist Law Enforcement/Other Agency			

MUTUAL AID/MABAS INCIDENTS

Egg Harbor: 0 Year to Date: 01

Jacksonport: 01 Year to Date: 02
01 – Dispatched and Cancelled in Route

Brussels, Union, Gardner: 02 Year to Date: 02
01 – Dispatched and Cancelled in Route
01 – Ice Rescue

Sister Bay: 01 Year to Date: 01
01 – Structure Fire

INSPECTION REPORT:

	<u>Regular Inspections</u>	<u>Re Inspections</u>	<u>Occupancy Inspections</u>	<u>Hours</u>
Inspections – City of Sturgeon Bay:	<u>167</u>	<u>06</u>	<u>0</u>	<u>127.1</u>
Inspections – Town of Sevastopol:	<u>20</u>	<u>0</u>	<u>0</u>	<u>11.5</u>
Inspections – Town of Sturgeon Bay:	<u>06</u>	<u>0</u>	<u>0</u>	<u>5.5</u>
Inspections – Town of Jacksonport:	<u>25</u>	<u>0</u>	<u>0</u>	<u>15.5</u>

Sevastopol Burn Permit:

Permits Issued for Month: 09

Year to Date Permits Issued: 17

SPECIAL REPORTS, TRAINING, AND MAINTENANCE

MAINTENANCE:

Firefighters conducted maintenance and repairs on SCBA units; conducted daily/weekly truck checks; repaired the fence at the Training Site; adjusted/installed the door and security glass in the FD office; assisted DPW with removing playground equipment from semi; general cleanup and maintenance at the Training Site; marina dock testing; changed oil & filters in Engines 706 & 707; assisted with installing new line on the flag poles at City Hall; assisted with maintenance on port security cameras; took oil samples to send in for analysis; assisted SBPD w/ repairs on squad car; assisted UL with aerial and ground ladder testing; ran motors on Marine 731 to break them in; cleaned and lubed the waterway/ladder on Trk 724 and installed lighting on the trailer.

TRAINING:

108.72 total hours of training were conducted in April. Firefighters trained with driver/operator procedures; trained with the new brush truck; rapid intervention crew (RIC) procedures and initial company operations; FF Nell continued diver certification.

OTHER:

Fire Chief and AC attended City and other Town meetings and installed one car seat. Firefighters presented fire safety/fire extinguisher programs to employees of City of Sturgeon Bay and Bay Ship and AC Montevideo presented CPR programs to members of Door County Sheriff's Office and St Joseph Church.



STURGEON BAY POLICE DEPARTMENT



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

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

From: Assistant Chief Daniel J. Brinkman

Subject: Monthly Report for May, 2023

Date: June 6, 2023

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

Crimes Investigated

The Department, during the month, investigated a total of 51 crimes.

These crimes can be broken down and classified as follows.

Theft.....	04
Custodial Interference.....	03
Fraud / Forgery.....	04
Domestic Abuse.....	02
Disorderly Conduct.....	05
Possess Controlled Substance.....	06
Criminal Damage to Property.....	05
Threats to Injure.....	03
Theft of Vehicle.....	02
Bail Jumping.....	07
Violate Court Order.....	02
Stalking.....	01
Criminal Trespass.....	04
Weapon Offense.....	01
Burglary.....	01
Internet Crimes Against Children.....	01
TOTAL 51	

Arrests

The Department completed a total of 146 arrests during the month. These arrests encompass violations from traffic to felony, and are listed below by type of violations and number of arrests for each category.

A. Felony Crime Arrests

Bail Jumping.....	07
Possess Controlled Substance.....	02
Theft.....	02
Strangulation / Suffocation.....	01
Aggravated Battery.....	01
Stalking.....	01
TOTAL	14

B. Misdemeanor Crime Arrests

Disorderly Conduct.....	05
Bail Jump.....	08
Battery.....	01
Possess Drug Paraphernalia.....	02
Resist / Obstruct Officer.....	01
Violate Court Order.....	02
Possess Controlled Substance.....	02
Harassment.....	01
Weapon Offense.....	01
TOTAL	23

Wisconsin Probation & Parole Arrests / Warrant Arrests.....	14
TOTAL	14

C. Ordinance Violation Arrests

Allow Animal at Large	01
Possess Marijuana	03
Possess Drug Paraphernalia.....	04
Outside Storage of Junk / Debris	01
Meddle w/Destruction of Property	01
Misuse of 911 System.....	01
Underage Consumption of Intoxicants	01
Disorderly Conduct w/Motor Vehicle	02
Disorderly Conduct	02
Resist / Interfere w/Officer Investigation.....	01
Duty of Owner to Vaccinate Animal	01
TOTAL	18

D. Traffic Crime Arrests

Operate while Intoxicated.....	02
No Valid Driver's License.....	02
Operate while Revoked.....	06
Fail to Install Ignition Interlock Device.....	04
Reckless Driving / Endanger Safety.....	02
TOTAL	16

E. Traffic Violation Arrests	
Speeding.....	10
No Valid Driver's License.....	04
Operate M/V without Insurance.....	07
Operate while Suspended / Revoked.....	04
Fail to Wear Seatbelt.....	07
Miscellaneous Violations.....	25
Operating While Intoxicated.....	04
TOTAL	61

In addition to the aforementioned arrests, the Department conducted a total of 168 traffic stops during the month and logged 128 violations for various motor vehicle defects and local ordinances and issued 102 written warnings for those violations. A total of 04 parking tickets were issued for violations throughout the city.

Traffic Accidents

The Department during the month investigated a total of 12 vehicle accidents. These accidents are categorized into four types.

A.	Motor Vehicle Accidents Involving Fatalities	00
B.	Motor Vehicle Accidents Involving Injuries.....	02
C.	Motor Vehicle Accidents Involving Property Damage	09
	(greater than \$1,000.00)	
D.	Motor Vehicle Accidents Involving Property Damage	01
	(less than \$1,000.00)	
	TOTAL	12

Police Service Calls

Department members handled 653 service calls during the month. These calls consist of both citizen requests for police service as described below (576), crimes investigated (51), traffic accidents investigated (12), and Wisconsin Probation and Parole Assists (14).

A.	Traffic and Road Incidents.....	78
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This category consists of all assignments involving assists to stranded motorists, directing traffic, complaints of noisy or otherwise disorderly vehicles, removing obstructions from roadways, and all parking problem complaints.

B.	Noise Complaints.....	13
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These complaints involve private parties, licensed liquor establishments, and parties in public places.

C.	Sick and Injured Persons.....	30
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Assistance rendered to the Ambulance Service and sick or injured persons.

D. Alarms.....	28
<p>Officers responded to activated burglar and hold-up alarms at area banks and other business establishments and residences as well as fire alarms.</p>	
E. Complaints Involving Animals.....	18
<p>Investigations by officers of noisy animals, loose animals, animal bites, wild animals and sick, injured or dead animal complaints.</p>	
F. Civil Disputes.....	08
<p>Arguments between neighbors, landlords and tenants, and family members where no crimes have been committed.</p>	
G. Escorts.....	01
<p>Transporting citizens, money escorts for area financial institutions, funerals, and for area industry and farming.</p>	
H. Citizen Assist	51
<p>This category is broad and involves such services as assistance in gas drive-off, emergency notifications, attempts to locate people, retrieval of personal property, and vehicle registration assistance.</p>	
I. Assistance Rendered to Other Agencies.....	05
<p>Includes assistance to other law enforcement and government agencies.</p>	
J. Suspicious Person / Vehicle / Circumstance	23
<p>Involves both citizen complaints and observations by officers on patrol who took investigative action in regard to the suspicious behavior of vehicles and people.</p>	
K. Self-Initiated Field Activity.....	02
<p>All initiated activity by the officer to include, but not limited to, routine security checks of area industries, businesses, city parks, residences, and compliance checks of local liquor establishments.</p>	
L. Juvenile Problems	04
<p>Requests for police service that strictly involve property calls and all unfounded calls for police service. The calls vary from mischief to family problems to runaway situations.</p>	
M. Miscellaneous Incidents.....	289
<p>Includes arrest warrants served, recovered property calls, unfounded calls for police service, minor calls for police service, and 9-1-1 calls investigated.</p>	
N. Welfare Checks	26
<p>Includes calls to check on the well-being of a person who has not been heard from or seen for a period of time by family, friends, neighbors, or employers.</p>	
<p style="text-align: right;">TOTAL 576</p>	

Department Training

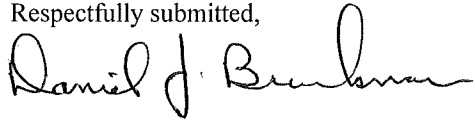
The Joint SWAT Team and Dive Team completed their monthly training. Two officers completed 40 hours of dive training exercises. Three officers attended a 4-hour course on Officer Wellness and remaining officers completed their firearms qualification course.

Assistant Chief Brinkman presented Civilian Response to Active Threats to employees at DCMC-Algoma Campus.

Notes

The Door County Multi-Jurisdictional Dive Team, led by SBPD Sgt. Jason Albertson, hosted a 40-hour long dive team training that was comprised of dive teams from other cities, counties, and states. The Sturgeon Bay Police Department and City Hall were the site of the classroom training while the Bay of Green Bay was the site of the dive training exercises.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Daniel J. Brinkman". The signature is fluid and cursive, with a large initial "D" and "B".

Assistant Chief Daniel J. Brinkman



CITY of STURGEON BAY FIRE DEPARTMENT

Kalin Montevideo
Assistant Fire Chief

421 Michigan St
Sturgeon Bay, WI 54235

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

STURGEON BAY FIRE DEPARTMENT MAY 2023 FIRE REPORT

MAY 2023 INCIDENTS: 141
2023 YTD TOTAL: 675

MAY 2022 INCIDENTS: 158
2022 YTD TOTAL: 705

INCIDENTS BY JURISDICTION:

CITY: 129 Year to Date: 630

90 – Medical Incident
01 – Gas Leak
01 – Cooking Fire
01 – Lock-In/Forcible Entry
05 – Vehicle Accident
01 – Outside Equipment Fire
01 – Search for Person on Land

02 – Vehicle Fire
04 – Public Service Assist.
07 – Dispatched & Cxl in Route
01 – Carbon Monoxide Incident
01 – Gras/Outside Vegetation Fire
01 – Animal Rescue

AVERAGE RESPONSE TIME:

EMERGENT: 3.6 Minutes NON-EMERGENT: 4.7 Minutes

02 – Electrical Wiring/Equip Problem
05 – Alarm/Detector Activation, No Fire
01 – Excessive Heat/Scorch Burns, No Fire
01 – Assist Law Enforcement/Other Agency
03 – Smoke Scare/Odor of Smoke
01 – Flammable/Combustible Liquid Spill

Town of Sevastopol: 06 Year to Date: 22

01 – Unauthorized Burning
02 – Vehicle Accident

02 – Medical Incident

EMERGENT: 8.1 Minutes

NON-EMERGENT: 12.2 Minutes

01 – Search for Person on Land

Town of Sturgeon Bay: 03 Year to Date: 14

02 – Medical Incident

01 – Assist Law Enforcement/Other Agency

EMERGENT: 8.3 Minutes

NON-EMERGENT: 10.7 Minutes

MUTUAL AID/MABAS INCIDENTS

Egg Harbor: 03 Year to Date: 04

02 – Structure Fire 01 – Outside/Grass/Rubbish Fire

Jacksonport: 0 Year to Date: 02

Brussels, Union, Gardner: 0 Year to Date: 02

Sister Bay: 0 Year to Date: 01

INSPECTION REPORT:

	<u>Regular Inspections</u>	<u>Re Inspections</u>	<u>Occupancy Inspections</u>	<u>Hours</u>
Inspections – City of Sturgeon Bay:	<u>143</u>	<u>07</u>	<u>02</u>	<u>113.4</u>
Inspections – Town of Sevastopol:	<u>16</u>	<u>07</u>	<u>0</u>	<u>13.7</u>
Inspections – Town of Sturgeon Bay:	<u>02</u>	<u>0</u>	<u>0</u>	<u>1.0</u>
Inspections – Town of Jacksonport:	<u>21</u>	<u>04</u>	<u>0</u>	<u>16.8</u>

Sevastopol Burn Permit:

Permits Issued for Month: 10

Year to Date Permits Issued: 27

SPECIAL REPORTS, TRAINING, AND MAINTENANCE

MAINTENANCE:

Firefighters conducted maintenance and repairs on self-contained breathing apparatus (SCBA) units; conducted daily/weekly truck checks; marina dock testing; assisted with maintenance on port security cameras; cleaned turn out gear/hood rotations; general station cleaning and wash/dry/maintenance on life safety rope.

TRAINING:

606.4 total hours of training were conducted in May. Firefighters trained with driver/operator procedures; trained with the new brush truck; live fire evolutions/training at the SB Training Site; department members participated in a 3-day technical rescue training instructed by APEX , the training consisted of one day confined space operations, one day of trench rescue operations and a day of ropes/repelling operations and FF Nell continued diver certification/training.

OTHER:

Fire Chief and AC attended City and other Town meetings. Firefighters presented fire safety/fire extinguisher programs to employees Door County Medical Center, Boys and Girls Club & Bay Marine; participated in a flare shot with USCG and AC Montevideo presented CPR programs to members of Door County Sheriff's Office and St Joseph Church.

SBFD also hosted the annual Memorial Day Service in our apparatus bay.

BEVERAGE OPERATOR LICENSES

1. Bennett, Danielle D.
2. Bloch, Suzanne P.
3. Bongle, Trenton J.
4. Chaudoir, Katrina M.
5. Conway, Tammy L.
6. Gorsoch, Melissa M.
7. Jolicoeur, Amanda M.
8. Mason, Connie M.
9. Nelson, Andrew J.
10. Soukup, Richard A., Jr.
11. Weasler, Heather L.
12. Wiegand, Dale A.



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

June 1, 2023

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

Ms. Reinhardt:

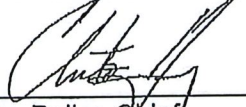
We, the undersigned, have received a request for certification of compliance for a Temporary Class B Beer license:


Sturgeon Bay Visitor & Convention Bureau Inc
Agent: Andrea Buboltz
36 South Third Avenue
Sturgeon Bay, WI 54235
Location: Martin Park – Harmony by the Bay

Dates:

6/7/23
6/14/23
6/21/23
6/28/23
7/5/23
7/12/23
7/19/23
7/26/23
8/2/23
8/16/23
8/23/23
8/30/23
9/6/23

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



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

June 6, 2023

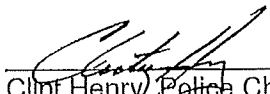
Stephanie Reinhardt
City Clerk
421 Michigan Street
Sturgeon Bay, WI 54235

Ms. Reinhardt:

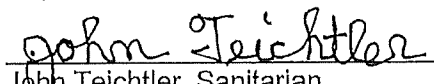
We, the undersigned, have received a request for certification of compliance for a Temporary Class B Beer license:

Forestville/Maplewood Lions Club
S1650 Hwy 42
Sturgeon Bay, WI 54235
Agent: Chuck Wagner
Door County Fair – Lions Stand
Date: August 9 – 13, 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



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



Tim Dietman, Fire Chief
City of Sturgeon Bay

2023/2024 City of Sturgeon Bay Liquor Licenses

8f.

Class B" Comb. Licenses

Cherry Lanes, LLC
Door County Resorts Management, Inc. (Stone Harbor Resort)
Kippi's, LLC (Union)
Kona Bay, Inc (The Lodge at Leathem Smith)
Old Mexico Mexican Bar & Grill, Inc.
Kenneth S Schultz (Dutch's Bar)
Shipyard Partners, LLC (CenterPoint Marina)
Sturgeon Bay Yacht Club

Agent

Kevin J Bosman
Nancy H Bertz
Wendi Sue Carter
Paul R Meleen
Veronica Medina Ramirez
Theodore J. Ballisteri
Dawn M Bowen

Address

127 N 4th Ave
107 N 1st Ave
23 W Oak St
1640 Memorial Dr
901 Egg Harbor Road
1207 Rhode Island St
215 Quincy St
600 Nautical Drive

Class "B" Beer Licenses

Lawlss Coffee Sturgeon Bay, LLC (Lawlss Coffee)
Three Gals One Guy, LLC

Agent

Austin David Kadulski
Stephen J Homan

Address

108 S Madison Ave
26 E Oak St

Class A" Comb. Licenses

JAI B Mart, Inc (4th Ave Citco)
JAI B Mart, Inc (AMCO Madison)
JAI B Mart, Inc (Egg Harbor BP)
Target Corporation (Target Store #T11246)
Walgreen, Co (Walgreens #07635)

Agent

Bikhender Singh Salh
Bikhender Singh Salh
Bikhender Singh Salh
Benjamin Ronald Hubing
Sarah J Olson

Address

154 N 4th Ave
222 S Madison Ave
1767 Egg Harbor Rd
410 S Ashland Ave
808 S Duluth Ave

Class C" Wine License

Lawlss Coffee Sturgeon Bay, LLC (Lawlss Coffee)
Three Gals One Guy, LLC

Agent

Austin David Kadulski
Stephen J Homan

Address

108 S Madison Ave
26 E Oak St

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: ADRIANA ZUMPAÑO STACK

Establishment Name: BLUEFRONT CAFE

Address: 86 WEST MAPLE STREET, SURGEON BAY - WI
54235

Phone/Email: (561) 929-7679

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

☒ Scaled Diagram submitted ☒ Hold Harmless Certificate submitted

☒ Fee Paid CHECK # 1191 \$220.00 (TWO HUNDRED AND TWENTY DOLLAR)

Date Completed Application Submitted: 6-7-23

Community Development Approval: [Signature] 6/13/2023

Department of Public Works Approval: [Signature] 6-8-23

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 BLUEFRONT CAFE, 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 OPERATE CAFE/RESTAURANT which shall encroach in the public right-of-way adjacent to property located at 26 W. MAPLE ST. STURGEON BAY 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 CAFE/RESTAURANT 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 1ST day of MAY, 2023, ~~2022~~.

By: 

By: _____

Bluefront Cafe

TO: THE CITY OF SURGEON BAY
FROM: A TO Z CUISINE LLC
DBA BLUEFRONT CAFE

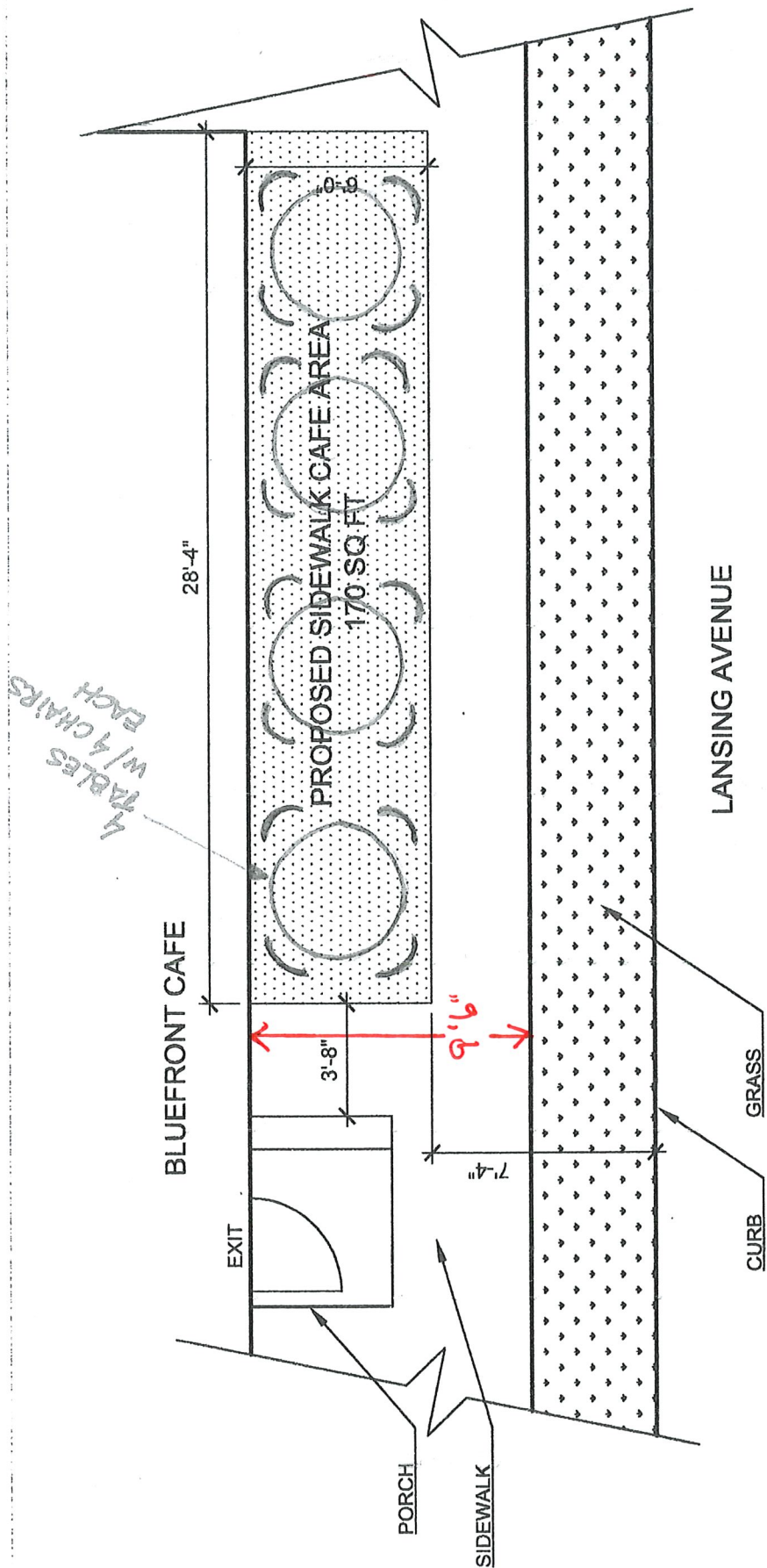
FOR: THE PURPOSE OF BEEN ISSUED
WITH A "SIDEWALK CAFE PERMIT".

I, ADRIANA LAMPANO-STACK, OWNER AND
DIRECTOR OF A TO Z CUISINE LLC, CERTIFY
BLUEFRONT CAFE, OUR RESTAURANT CAFE,
LOCATED AT 86 W. MAPLE STREET, SURGEON
BAY, WI 54235, HAS ITS GROSS FOOD
SALES GREATER THAN 50% OVER THE
ALCOHOLIC AND NON-ALCOHOLIC BEVERAGES
SALES.

I CONFIRM THE VERACITY OF THE
STATEMENT ABOVE BY SIGNING BELOW.



MAY, 01, 2023



PROPOSED SIDEWALK CAFE

1

Project	Project Name and Address
SIDEWALK CAFE PROPOSAL	BLUEFRONT CAFE 86 W MAPLE ST STURGEON BAY WI 54235
Date	Scale
MAY 1ST, 2023	3/16"=1'-0"



ATOZCUI-01

ECRAWFORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2023

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

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

PRODUCER Robertson Ryan - Kewaunee 301 Harrison Street Kewaunee, WI 54216	CONTACT NAME:	
	PHONE (A/C, No, Ext): (920) 388-3900 FAX (A/C, No): (920) 388-3970	
INSURED A to Z Cuisine LLC c/o Adriana Zumpana 925 Sandy Hill Court Brussels, WI 54204	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ACUIITY	14184
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ZM2097	2/22/2023	2/22/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ZM2097	2/22/2023	2/22/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Prod Compl Agg \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		ZM2097	2/22/2023	2/22/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	General Liability			ZM2097	2/22/2023	2/22/2024	Each Common Cause 1,000,000
A	General Liability			ZM2097	2/22/2023	2/22/2024	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Sturgeon Bay is listed as Additional Insured in regards to General Liability

CERTIFICATE HOLDER

CANCELLATION

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

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:

Jason Estes

Establishment Name:

Sonnys Pizzeria

Address:

129 N Madison Ave Sturgeon Bay, WI 54235

Phone/Email:

920-743-2300

- ☒ Written Request Submitted ☒ Cert of Insurance (additional insured) submitted
- ☒ ~~ATTACHED ON FILE NO~~ Scaled Diagram submitted ☒ Hold Harmless Certificate submitted
- ☒ Fee Paid \$ 220.00

Date Completed Application Submitted:

5-3-23

Community Development Approval:

St. Dec 6/9/2023

Department of Public Works Approval:

2mB 6/12/2023

Date of Common Council Approval:

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

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

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The undersigned certifies that he or she is a duly authorized agent of Sonnys Pizzeria, 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 have tables + chairs, which shall encroach in the public right-of-way adjacent to property located at 129 N Madison Ave; do hereby release, acquit, and forever discharge the City of Sturgeon Bay, its officers, agents, and employees (hereinafter known as City), from any and all actions, causes of action, claims, demands, costs, expenses and compensation related to property damages, personal injury or death arising out of any accident or occurrence while maintaining said encroachment in the public right-of-way. The undersigned further agrees to hold harmless and defend the City from any claims or actions arising from said tables + chairs 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 27 day of April, 2023
~~2007~~.

By: JASON ASHES

By: [Signature]



SONNPZ-01

SLOCKWOOD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2022

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

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

PRODUCER Appleton - Vizance, Inc. 2501 E. Enterprise Ave, Suite 301 Appleton, WI 54913	CONTACT NAME: PHONE (A/C, No, Ext): (920) 733-4944 FAX (A/C, No): (262) 367-8529 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Society Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Sonny's Pizzeria, LLC. 4405 Walker Rd Sturgeon Bay, WI 54235-8961	NAIC # 15261

COVERAGES **CERTIFICATE NUMBER:** **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 LTA	TYPE OF INSURANCE	ADDL INSR	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		BP20026460	5/20/2022	5/20/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA20026461	5/20/2022	5/20/2023	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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR DED <input checked="" type="checkbox"/> RETENTION \$ 0			UM20026463	5/20/2022	5/20/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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	WC20026462	5/20/2022	5/20/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			BP20026460	5/20/2022	5/20/2023	Limit \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Sturgeon Bay is named as additional insured under the General Liability when required by written contract, and signed by all applicable parties prior to loss subject to actual policy forms, terms, and conditions.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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**CITY OF STURGEON BAY
STREET CLOSURE APPLICATION**

Name of Applicant:

OPEN DOOR PRIDE

Name of Event:

7th ANNUAL PRIDE FEST

Contact Phone #:

920.342.7359

Date(s) of Event:

June 24, 2023Time: 7:00AM - 6:00PM

Estimated # of Attendees:

500

Specific Location:

3RD Ave Between OregonSt and
Pennsylvania St

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

What arrangements are made for clean up?

Contracted with City

Other comments or explanation:

This is an 11th year Festival in Madhu Park having St closed is safer + event more enjoyable

Signature of Responsible Party:

Stephen J. Makrover

Address:

PO Box 792 Sturgeon Bay, WI 54235

Date Submitted:

5.19.2023

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

Approval:

Fire Chief:



Date:

5/25/23

Police Chief:



Date:

5-30-23

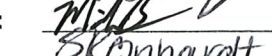
Comm. Dev:



Date:

6-1-23

Streets/Parks:



Date:

6-1-23

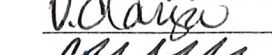
City Clerk:



Date:

6/13/23

Finance Dir:



Date:

6/12/23

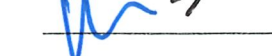
City Engineer:



Date:

6-1-23

City Admin:



Date:

6/1/23

Common Council Approval Date:

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

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The undersigned certifies that he or she is a duly authorized agent of Open Door Pride, 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 Open Door Pride Event, which shall encroach in the public right-of-way adjacent to property located at Martin Park, 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 Event 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 18 day of May, _____.

By: Stephen J. Makarewicz

By: _____

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

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

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

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

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

Dated: May 18, 2023

Stephen J. Mahovec

Dated: _____

Company Name (if applicable): OPEN DOOR PRINC

Billing Address: PO Box 792

Sturgeon Bay WI 54235

Telephone: 920-342-7359



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/17/2023

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

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

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945		CONTACT NAME: Will Maddux PHONE (A/C, No, Ext): (530) 477-6521 E-MAIL ADDRESS: info@theeventhelper.com FAX (A/C, No):	
INSURED Open Door Pride, Inc. c/o c/o Steven Makovec PO Box 792 Sturgeon Bay WI 54235		INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds Syndicate 2623 INSURER B: Lloyds Syndicate 623 INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # AA-112862 AA-112662	

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

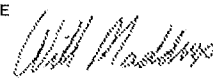
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR Host Liquor Liability <input checked="" type="checkbox"/> Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	EH-771323-L315801	06/24/2023 12:01 AM	06/25/2023 12:01 AM	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (other than fire) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 1,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder listed below is named as additional insured per attached CG 20 26 04 13. Attendance: 500, Event Type: Festival & Cultural Event - Outdoor.

CERTIFICATE HOLDER**CANCELLATION**

City of Sturgeon Bay 421 Michigan Street Sturgeon Bay WI 54235	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 

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s):

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

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or
2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

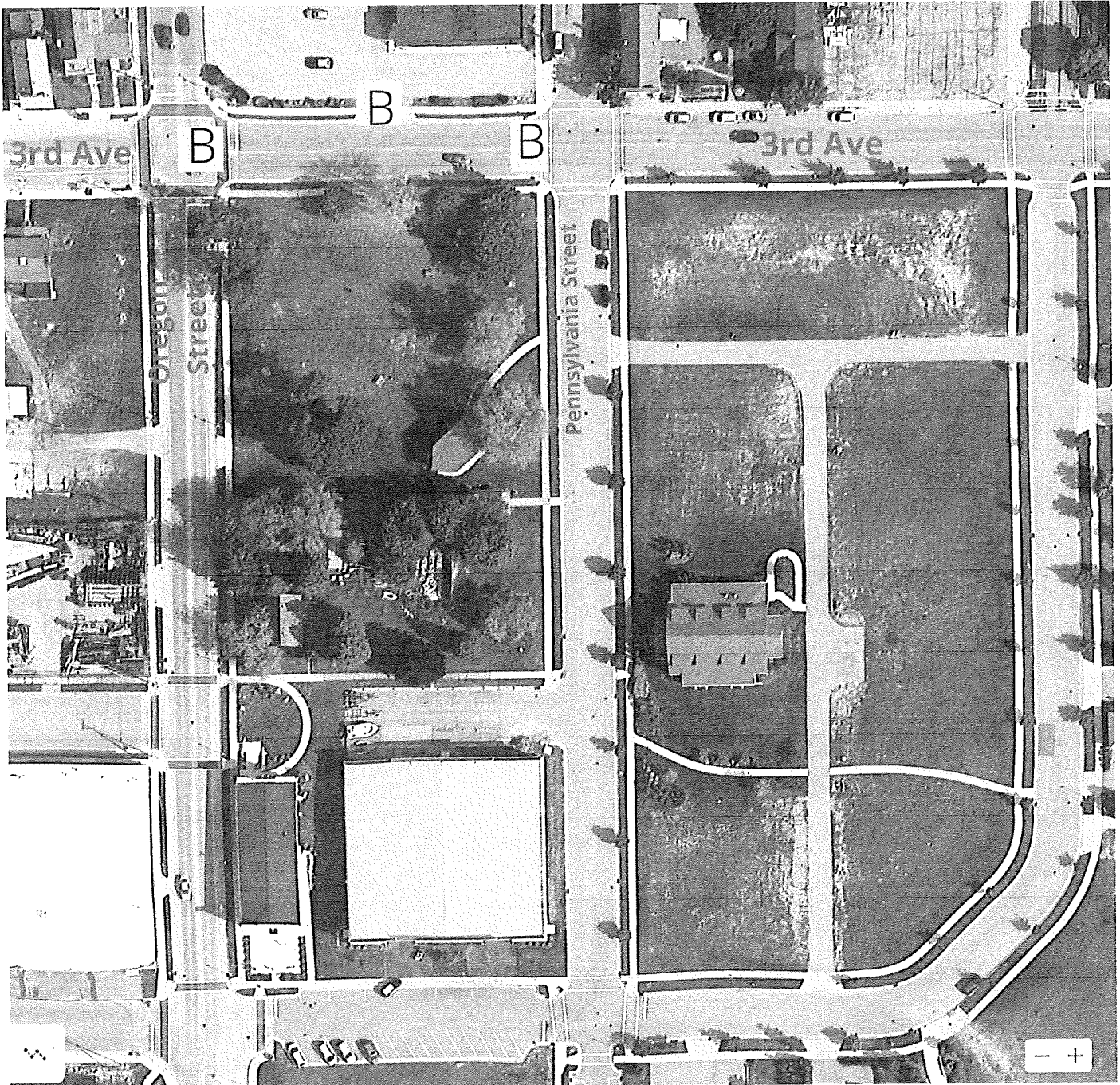
B. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or
2. available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2023 Pride Festival



Notes:

B Barricade

B Barricades Needed-6

- Date: June 24th
- Event Time: 10AM-5PM
- Road Closed at 8AM (Open Door Pride)
- Road Reopens at 6PM (Open Door Pride)

**CITY OF STURGEON BAY
STREET CLOSURE APPLICATION**

Name of Applicant: Sean Ryan

Name of Event: Door County Triathlon

Contact Phone #: (920) 606-2458

Date(s) of Event: July 16, 2023 Time: 8:30 am - 1:00 pm


Estimated # of Attendees: 300

Specific Location: Street "disruption," not closure. Bikes southbound
on N. 3rd into city, east on Delaware, north on HH.

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

What arrangements are made for clean up? Staff and charity group assigned to this function



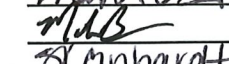
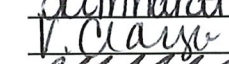


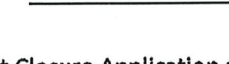

Other comments or explanation: The two turns will be staffed by Sturgeon Bay Fire Dept.

Signature of Responsible Party: 

Address: 1971 Prescott Place, De Pere, WI 54115

Date Submitted: May 5, 2023

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

Approval:	Fire Chief:		Date:	<u>5/30/23</u>
	Police Chief:		Date:	<u>5-30-23</u>
	Comm. Dev:		Date:	<u>6-1-23</u>
	Streets/Parks:		Date:	<u>6-1-23</u>
	City Clerk:		Date:	<u>6/13/23</u>
	Finance Dir:		Date:	<u>6/12/23</u>
	City Engineer:		Date:	<u>6-1-23</u>
	City Admin:		Date:	<u>6/1/23</u>

Common Council Approval Date: _____

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

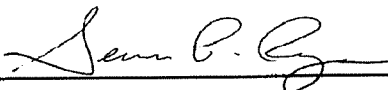
HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The undersigned certifies that he or she is a duly authorized agent of Door County Triathlon, Inc., 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 conduct a bike race, which shall encroach in the public right-of-way adjacent to property located at N. 3rd, Delaware, and HH (see map), 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 bike race 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 5th day of May, 2023.

By: 

By: _____

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

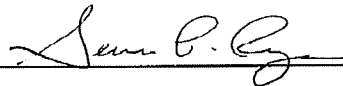
WHEREAS the City of Sturgeon Bay has created Section 3.035 of the Municipal Code authorizing the City Clerk - Treasurer to charge for reimbursement of legal, consulting, incidental, and special events expenses incurred on behalf of and/or for the benefit of third parties for services rendered by the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

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

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

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

Dated: May 5, 2023



Dated: _____

Company Name (if applicable): Door County Triathlon, Inc.

Billing Address: 1971 Prescott Place

De Pere, WI 54115

Telephone: (920) 606-2458

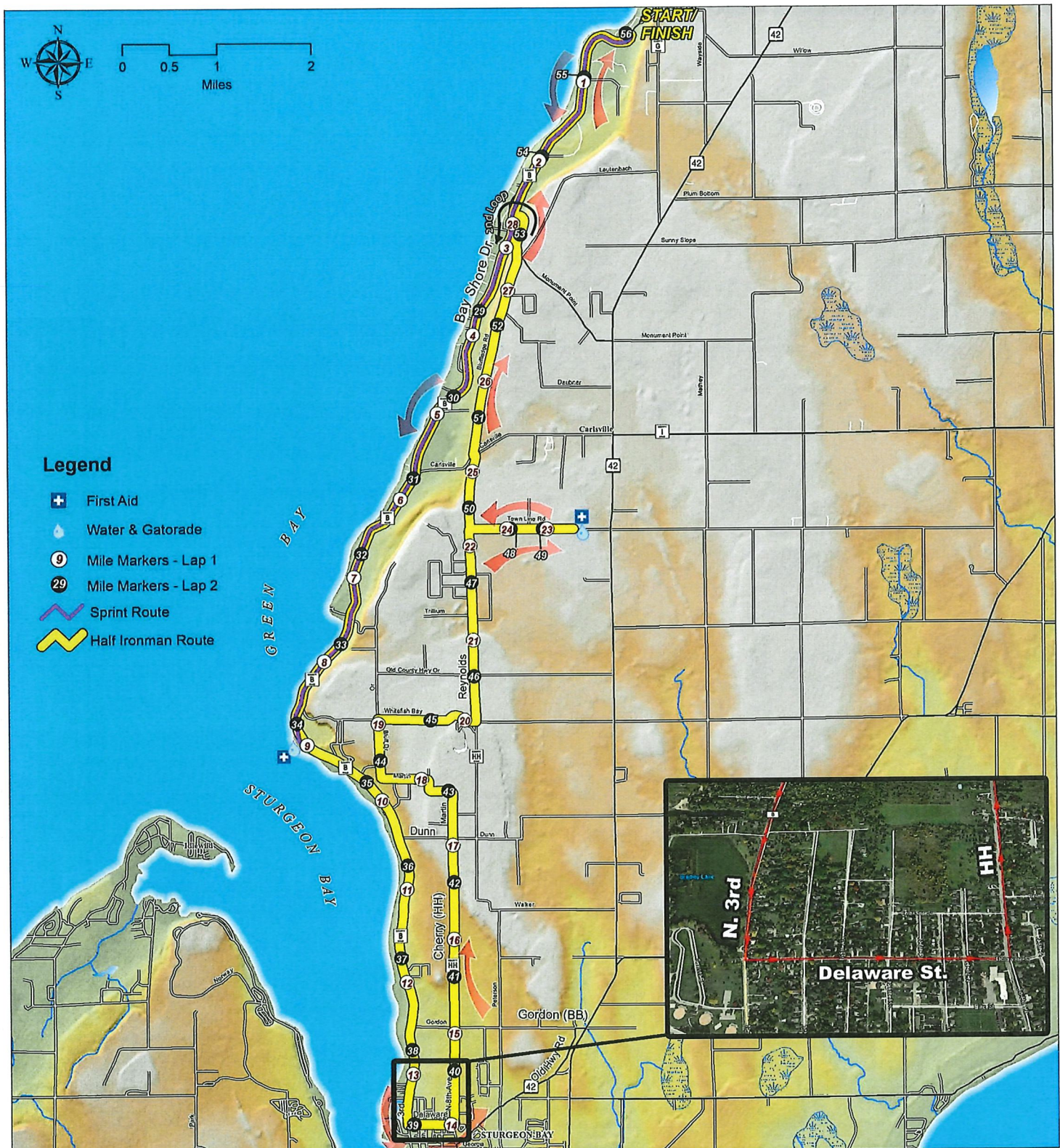
3.035 - Reimbursement of expenses.

- (1) *[Authorization to charge for reimbursement.]* The city clerk-treasurer is authorized to charge for reimbursement of expenses incurred on behalf of and for the benefit of third parties for services rendered by the city. These reimbursable expenses include, but are not limited to:
- (a) *Legal, consulting, and incidental expenses.* Any expenses associated with service demands related to legal, consulting, and incidental services. These expenses include but are not limited to:
1. Mortgages and related documentation prepared by the city attorney for property transactions.
 2. Drafting and recording of documents for street vacation not initiated by the city.
 3. Drafting of ordinances related to zoning.
 4. Costs associated with annexations.
 5. Recording fees for planned unit developments and related zoning and subdivision actions.
 6. Legal publication, hearing notices, and postage.
 7. Engineering, planning, financial, and related consultants' reviews, studies, and inspections.
 8. Any other fees associated with service demands by third parties not specifically related to general governmental services.
- (b) *Special events expenses.* Any expenses associated with service demands related to special events. These expenses include but are not limited to:
1. Labor, equipment, and materials used before, during and after special events.
 2. Garbage/refuse and recycling pickup and disposal.
 3. Legal services related to event.
 4. Drafting of documents related to event.
 5. Administrative costs associated with service demands related to special events.
 6. Any other fees associated with service demands related to special events.
- (2) *Fees/deposit.*
- (a) *Fees.* Fees can only be charged upon prior notice to the petitioner who must sign an agreement to reimburse prior to initiating action. Prior to initiating any action, the department where petition is initiated shall secure the signed reimbursement agreement from petitioner and forward it to city clerk-treasurer.
- (b) *Deposit.* If reimbursement costs are estimated to be over \$250.00, a deposit in the estimated amount may be required by the city prior to initiating action. Petitioner shall pay for all costs that exceed deposit amount, and petitioner shall be reimbursed if deposit amount exceeds costs.
- (3) *Failure to pay fees.* If the fee is not paid within 30 days of the date of the mailing of the invoice, an additional administrative collection charge of ten percent of the total fee shall be added to the amount due, plus interest shall accrue thereon at the rate of 1.5 percent per month or fraction

thereof until paid. To the extent permitted by law, if the petitioner is the owner of the real estate for which the services are incurred, any delinquent fees shall be extended upon the current or the next tax roll as a special charge against the real estate premises for current services.

(Ord. No. 1040-0500, § 1, 5-16-00; Ord. No. 1088-0303, § 1, 3-4-03)

**DOOR COUNTY TRIATHLON
HALF IRON BIKE ROUTE
THROUGH STURGEON BAY
SUNDAY, JULY 16, 2023**





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2022

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

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

PRODUCER Insurance Office of America, Inc. 1855 West State Road 434 Longwood FL 32750	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Everest National Insurance Company	10120
	INSURER B: United States Fire Insurance Company	21113
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

License#: 0E67768
USATRIA-01INSURED
USA Triathlon of Colorado
5825 Delmonico Dr
Colorado Springs CO 80919

COVERAGES

CERTIFICATE NUMBER: 1804977477

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Event	Y	Y	SI8ML02108-231	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY 4077887933 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	SI8EX01472-231	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Participant Accident			US1929842	1/1/2023	1/1/2024	Accident Medical 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage applies to the USA Triathlon sanctioned or approved event specified on this certificate.

The certificate holder is an additional insured, where required by written contract or agreement, but only with respect to the operations of the named insured, and subject to the provisions and limitations of form ECG20 600 - Additional Insured - Blanket when required by written contract, but only with respect to the USAT sanctioned or approved event specified on this certificate.

The General Liability policy is primary as per Form ECG24 520 (04/02) and the General Liability policy contains Form ECG24 522 (04/02): Waiver of Transfer of Rights of Recovery Against others to US, but only as required by written contract or agreement executed by the named insured prior to an occurrence resulting See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay WI 54235

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

We, the Joint Parks and Recreation Committee and Board, hereby recommend installing the wind phone and give the Municipal Services Director the leeway to determine which park to place it in and Gregory and Barker will present to the Joint Parks and Recreation Board.

Respectfully submitted,
JOINT PARKS AND RECREATION COMMITTEE AND BOARD
By: Helen Bacon, Chr.

RESOLVED, that the foregoing recommendation be adopted.

Dated: May 24, 2023.

* * * * *

Moved by Alderperson _____, seconded by Alderperson

_____ that the said recommendation be adopted.

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

Sturgeon Bay Wind Phone

Brief Summary

- **Use: A tool for healing or processing grief after the loss of a loved one.**
- **Idea dates to 2010 - originated in Japan by a landscaper named Itaru Sasaki**
- **After the death of a close cousin, Sasaki set up a phone booth in his garden in an attempt to continue to feel connected to him by "talking" to him on the phone. In an interview he stated: "Because my thoughts couldn't be relayed over a regular phone line, I wanted them to be carried on the wind."**
- **In 2011, after a major earthquake and tsunami in the area resulted in the deaths of over 15,000 people, Sasaki opened the wind phone to the public to allow visitors to call friends and family who had died in the disaster.**
- **Since then, wind phones have been popping up around the world as people have found them to be a powerful tool to help individuals suffering from grief. There was a recent segment on them on CBS Sunday Morning, as well as many websites and social media pages dedicated to them.**



Example







Sturgeon Bay Wind Phone

A Tool for Healing

The Wind Phone is for all who grieve.

You are welcome to find solace here.

Please use it to connect with those you have lost.

To feel the comfort of their memory.

May you hear their voices in the wind.

May you be at peace with your losses.

Dedicated to the Memory of Judith A Gregory

R E C O M M E N D A T I O N

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Joint Parks and Recreation Committee and Board, hereby recommend approving the proposal from the Local Arts Board to add two members to their board.

Respectfully submitted,
JOINT PARKS AND RECREATION COMMITTEE AND BOARD
By: Helen Bacon, Chr.

RESOLVED, that the foregoing recommendation be adopted.

Dated: May 24, 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
421 Michigan Street
Sturgeon Bay, WI 54235
jvanlieshout@sturgeonbaywi.gov

Joshua J. VanLieshout
City Administrator

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

Memorandum

To: Joint Parks and Recreation Board and Committee

From: Josh Van Lieshout, Administrator

Re: Local Arts board Ordinance revision

Date: May 10, 2023

Item: Local Arts Board Ordinance Update

Discussion: The Local Arts Board presents a proposed revision to the organizational ordinance that created the Board (City of Sturgeon Bay, Wisconsin Code of Ordinances §1.166) to increase the number of members on the Board from five (5) to seven (7) to:

1. Allow a wider cross-section of the diverse arts offered in the community (painting, sculpture, architecture, literature, poetry, music, cinema, theatre, dance, etc.) to be represented on the Board.
2. Allow other members of the arts community, such as patrons of the arts, to be included on the Board.
3. Aid in creating a more comprehensive conversation to improve the level of support the Board can offer the City to achieve its goal in promoting all categories of public art.

It must be considered, however, that larger bodies can be more difficult to manage and increasing the size of this board will not eliminate challenges posed in establishing a quorum for Board meetings during what is the high season for the city's arts community (May through October).

Options:

1. Approve the updated Ordinance as drafted.
2. Refer the proposed Ordinance back to the Local Arts Board with recommendations for revision.
3. Choose not to approve the proposed revised ordinance as drafted and the Local Arts Board continues to function in accordance with the existing ordinance.

Recommendation: Joint Parks and Recreation Board and Committee approve the proposed revisions to the Local Arts Board's organizational ordinance, as approved by the Local Arts Board at their meeting on May 10th, 2023, and forward a recommendation to the Common Council.



CITY OF STURGEON BAY
LOCAL ARTS BOARD MEETING
Wednesday, April 12, 2023, 9:00 A.M.
Council Chambers, City Hall, 421 Michigan Street

A meeting of the Local Arts Board was called to order at 09:00 AM., 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, City Administrative Assistant Suzanne Miller, and City Planning/Zoning Administrator Stephanie Servia were also in attendance.

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

1. Roll Call.
2. Adoption of the agenda.
3. Review of Minutes from March 8th, 2023.
4. Public comment on agenda items.
5. Chair's report.
6. Discussion regarding increasing the number of members on the Local Arts Board.
7. Discussion and approval of art works to be included on the Public Art Directory and Map for the Public Art webpage on the City's website.
8. Discussion of draft Call for Artists for Rotating Sculpture Loan Program.
9. Adjourn.

All in favor. Carried.

Review of Minutes from March 8th, 2023 [3]: No changes recommended.

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

Chair's report [5]: Chair Bacon: Nothing new to report.

Discussion regarding increasing the number of members on the Local Arts Board. [6]: It was noted that three to five members is typical for city councils. There was talk of involving someone from a non-profit organization, in particular the Miller Art Museum. It was decided that if a decision to add members is reached, the number of members added should be two in order to maintain an odd number of members for voting purposes.

melaniejane moved to consider adding two additional members to the Local Arts Board and make a recommendation to the Parks and Recreation Board. Motion was amended by melaniejane to consider a recommendation for the Parks and Recreation Board to add two additional members for the next meeting. Motion seconded by Morkin. All in favor. Motion carried.

Alder Bacon volunteered to provide melaniejane with the resources to look into the procedure for adding members. It was noted that overall consent by the Local Arts Board, changing the ordinance regarding the Local Arts Board's number of members and wording if it is decided they want someone specifically from the Miller Art Museum, and having approval from the Parks and Recreation Board will all be future steps. Miller noted that the board would need to write and approve a recommendation for the Parks and Recreation Board. Miller also mentioned term limits with the possibility of switching out members once terms expire instead of looking for new members.

Miller is compiling materials for the Directory of Public Art for the webpage on the City's website and Servia is developing the associated map.

Discussion and approval of art works to be included on the Public Art Directory and Map for the Public Art webpage on the City's website. [7]: Multiple individual listing changes were noted. A general consensus was reached to send any updated or higher quality pictures of art pieces to Miller for updating. Servia presented the group with a suggested walking art route. Overall consent was met to mix sculptures and murals in order to keep art pieces that are located physically close to one another next to each other on the directory. Miller noted that a map will be printed for the public and the supplemental information will be accessible online via QR code. PDF links to publications and information regarding art pieces will be accessible via website. Multiple recommendations of additional art pieces to add to the listing were discussed. Miller suggested having the map and directory published online before Memorial Day.

Discussion of draft Call for Artists for Rotating Sculpture Loan Program. [8]: Miller Discussion took place regarding location of artists and whether or not to include art from areas outside of Door County. Application timelines were discussed and different timelines were listed for publication no formal decision or vote was made. A general consensus was made to publish the Call for Artists by July 31, 2023.

Possible Items for Next Meeting's Agenda:

1. Report by melaniejane on status of written recommendation for changing ordinance involving membership to the Local Arts Board.
2. Consideration of ordinance changes for number of board members.
3. Consideration of the public art directory and map.
4. Consideration of Call for Artists.

Motion to adjourn [9]: by Trenchard with second by melaniejane. All in favor. Motion carried. Meeting adjourned at 10:08A.M.

Next Meeting Date: Wednesday, May 10th @ 09:00 A.M. – Council Chambers, City Hall.

Respectfully submitted,

Katie DeKeyser

1.166 Local arts board.

- (1) *Purpose.* The purpose and tasks of the local arts board are to promote cultural and artistic enrichment and diversity within the city, to connect city residents and visitors through arts and culture, to enrich publicly owned spaces and buildings through arts and culture, to help facilitate arts and culture related communication and collaboration within the community, and to provide the structure through which artistic and cultural proposals involving public spaces and buildings may be considered. Cultural and artistic proposals may include, but are not limited to: music, dance, creative writing, visual art, performance art, installation, photography, theater, film, arts education and craftsmanship.
- (2) *Created; membership.*
 - (a) The local arts board of the City of Sturgeon Bay is hereby created.
 - (b) The local arts board will be appointed by the mayor subject to common council confirmation. It will be composed of representatives from the following constituencies:
 1. One (1) elected member/alder from the board of parks and recreation.
 2. Six (6) representatives of the local arts community to include artists and/or local arts community members.
 - (c) The term for each member shall be three years.
 - (d) Member's service shall be limited to three consecutive three-year terms. Members may be asked to serve again after being off the board for one term (three years).
- (3) *Powers and duties.*
 - (a) The local arts board shall evaluate any works of art or artifacts proposed for placement on city property. Said items may be submitted directly to the local arts board or submitted to the local arts board via the park and recreation committee. The local arts board shall, after discussion, consideration, and vote, make recommendations back to the park and recreation committee (and common council when appropriate) regarding:
 1. The appropriateness of the work of art proposed to be located on municipally owned property.
 2. The location for the placement of the art proposed to be located on municipally owned property.
 - (b) The local arts board shall serve in a design review capacity, upon referral by the park and recreation committee, for architectural structures placed on city property when the primary purpose of the structure is for cultural expression.
 - (c) The local arts board shall act upon any other similar or related request the park and recreation committee may delegate as it relates to the committee's expressed purpose under subsection (1).

(Ord. No. 1008-0898, § 1, 8-4-98; Ord. No. 1353-0119, § 1, 1-3-19; Ord. No. 1396-1021, 10-19-21)

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to extend the current lease agreement with the Door County Maritime Museum for the Tug Purves for 1 year and work to develop a new lease.

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.




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

Joshua J. Van Lieshout
City Administrator

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

Memorandum

To: Common Council and Finance Committee

From: Josh Van Lieshout, Administrator 

Re: Tug Purves, Door County Maritime Museum Lease

Date: May 24, 2023

Item: Tug Purves, Door County Maritime Museum Lease

Discussion: The Waterfront Redevelopment Authority of the City of Sturgeon Bay and Door County Maritime Museum entered into a lease for the moorage of the museum vessel John Purves. In the regular course of business, review of the current lease shows that it is overdue for renewal and reconsideration. Further, as the Waterfront Redevelopment Authority winds down, a new lease, between the City and Museum will be necessary.

The Purves requires 170 feet of waterfront dock space, the lease rate has been \$1.00 since the initial term. There is a variability in commercial lease rates around the waterfront. Certainly there is significant public and historic interest in the tug boat that would need to be considered in the evaluation an appropriate rate. Other terms of the lease remain the same, the City did review the required insurance coverage with the City's insurance, the required coverage is adequate.

The City is proposing to renew the lease for a period of two years at the current rate so that a reasonable and appropriate lease rate can be developed.

Recommendation: Approve the lease as drafted.

Options:

- Approve as drafted
- Modify some or all terms
- Direct staff to take other action

LEASE

LEASE made by and between the City of Sturgeon Bay, Wisconsin, a municipal corporation in Door County, Wisconsin, ~~and the City of Sturgeon Bay Waterfront Redevelopment Authority~~, hereinafter jointly referred to as "Lessor" and Door County Maritime Museum & Lighthouse Preservation Society, Inc. a Wisconsin non-profit corporation, hereinafter referred to as Purves Museum "Lessee".

RECITALS:

The parties recite and declare that:

1. Lessor is the owner of a developed municipal property which it desires to lease for a public purpose.
2. Lessee desires to lease certain properties from Lessor for the purpose of having dockage space for the vessel *Purves* owned by Lessee, Lessee's principal office being located in Sturgeon Bay, Door County, Wisconsin, for the purpose of permanently mooring the vessel *Purves*.
3. Lessor considers Lessee's purpose in leasing the property a purpose which has a public benefit and finds such purpose to be in the best interests of Lessor.
4. The parties desire to enter into an agreement to establish terms of such lease of such property.

AGREEMENT:

For the rent and mutual covenants and promises of the parties as hereinafter set forth, and other good and valuable consideration, the parties agree as follows:

- A. Description. The parties agree hereto that the property to be leased herein is

described as follows:

The 170' of steel sheet piling waterfront dock space adjacent to the following described line: Commencing at the intersection point of the south line of Madison Avenue and a meander line as described in the Job No. 14524, plat of survey, prepared by Stephen P. Meneau, dated October 27, 1994, thence along said meander line S34°03'11"E, 158.84 feet; N45°01'12"E, 20 feet; thence N45°01'12"E 99.64 feet to a point, said point being the northerly most intersection of two steel sheet pile walls creating the "West Side Dock" and the point of beginning: thence S 44°E more or less along the steel sheet wall, 170' to the point of termination.

Lessor shall make a reasonable effort to allow for access by fuel trucks and emergency vehicles to the premises.

Lessee acknowledges specific knowledge as to the condition of the premises and takes said premises "as is".

B. Term^[MS2]^[MS3]. The ~~original~~ term of the lease shall be ~~one~~ one year beginning on June 15, 2023~~18~~ and ending on June 14, 2024~~19~~. This lease agreement may be ~~extended~~^[MS4] upon the mutual agreement of the parties.

C. Consideration^[MS5]. The consideration for said lease is the sum of ~~One~~ One Dollar (\$14.00) payable in ~~annual~~ one installments in advance, the first payment being due and payable on or before ~~occupancy of the leased premises~~ June 15, 2023.

D. Use. The leased premises shall be used as docking space for the vessel *Purves*. It is understood that from time to time Lessee's personnel will conduct public tours of the vessel. The premises shall not be used for any other purpose without the prior written consent of Lessor.

E. Utilities. During the term hereof, Lessee will pay all utilities, including, but not limited to, fuel, electricity, telephone, water and sewerage, gas, etc., used on the premises, including the cost of installation of such utilities and the removal of such utilities. All such utilities shall be in the name of Lessee during this lease.

F. Insurance. Lessee shall, at its expense, maintain in effect throughout the term of this lease and any extension thereof, general ^[MS6] liability insurance, personal and bodily injury liability insurance, and property damage insurance. The limits of said coverage shall be One Million Dollars (\$1,000,000.00) per occurrence. The policies for the above referenced coverages shall name Lessor as additional insured for use of the leased premises. In addition, the liability policy provided shall include fire legal liability limits of not less than One Hundred Thousand Dollars (\$100,000.00). The Lessee shall provide the Lessor with a certificate of insurance annually verifying said coverages naming the Lessor as additional insured. Lessor may review and modify liability insurance limits not more than once per year during the term of this lease, and shall provide written notice to Lessee of any such changes. The lease may terminate any time at the option of the Lessor upon the lapse or failure of the Lessee to present a copy of such policy or Certificate of Insurance showing such coverage.

G. Hold Harmless/Indemnity.

1. Lessee hereby holds the Lessor harmless and will indemnify Lessor, its council members, officers, employees, and agents from any and all claims, damages, demands, lawsuits, judgments and liability that may arise out of, or be made, brought or filed against Lessor, its council members, officers, employees and agents as a result of any death, injury to person or property occurring upon the leased premises.

2. In addition, Lessee shall defend Lessor, its council members, officers, employees and agents, against any such claims, damages, demands, lawsuits, judgments and liability made, brought or filed against Lessor in connection with, any

death, injury to person or property occurring upon the leased premises, including payment of court costs and disbursements and reasonable attorney fees.

H. Assignment and Sublease. Lessee shall not assign its rights and duties under this lease or sublease the premises or any part thereof, without the prior written consent of Lessor. The approval of any sublease by Lessor shall not relieve Lessee of liability for the performance of all of the terms and conditions of this lease.

I. Alterations and Modifications. Lessee shall obtain the written approval of Lessor, through Lessor's Common Council, prior to making any alterations or modifications to the premises leased. All approved and completed alterations or modifications shall become part of the leased premises and title thereto shall vest in Lessor. The alterations or modifications undertaken by Lessee shall be performed and completed in a workmanlike manner and in a timely manner. At the option of Lessor, upon lease termination, Lessee shall remove improvements and modifications and the subject property shall be restored to the condition it was in at the commencement of this lease.

J. Repair of Damages. Lessee shall repair damage done by it, its officers, agents, employees, or workmen, to the adjacent dock surface beyond normal wear and tear. "Normal" does not contemplate the use of heavy equipment on said dock surface; in the event heavy equipment is used on said dock surface, then any damage done thereby shall be repaired immediately at the expense of Lessee. Lessee shall not be responsible for damage done by ice, wind or acts of God, except as to such damage done by Lessee's failure to properly anchor, tie or otherwise secure its vessel to the dock. Lessee shall maintain the premises and keep the same in a clean and orderly condition, and maintain the same in its present condition, normal wear and tear excepted.

K. Lessee shall be responsible, at Lessee's sole expense for any environmental damage to the property caused by the use of the property by Lessee, its officers, directors, employees or agents.

L. Default or Breach.

1. Each of the following events shall constitute a default or breach of this lease by Lessee.

- (a) If Lessee fails to pay to Lessor any rent or other payments due within ten (10) days after they become due.
- (b) If Lessee vacates or abandons the leased premises.
- (c) If Lessee fails to perform or comply with other term or condition of this lease, and such non-performance shall continue for a period of fourteen (14) days after written notice by Lessor to Lessee to perform or comply.
- (d) If Lessee shall violate any laws, ordinances or codes of any governmental authority pertaining to the operation or the leased premises.

2. In the event of any default or breach hereunder by Lessee, Lessor, at its option shall have the right to re-enter and relet the leased premises for the benefit of Lessor without terminating this lease or declare a forfeiture of the lease in its entirety and demand return of the premises and proceed with an action at law for collection of all rents, monies and damages due to Lessor.

3. Lessee shall be responsible for payment of all of Lessor's costs of enforcement of this lease, including, but not limited to, payment of court costs,

disbursements and reasonable attorneys' fees.

M. Modification. No modification of this lease shall be made except in writing by the parties hereto.

N. Inspection. Lessor shall have the right to inspect the leased premises at all reasonable times.

O. Successors and Assigns. This lease shall extend to the successors and assigns of the parties hereto.

P. Trash and Recycling. Lessee shall be responsible for and pay any and all costs of trash collection and removal and recycling of refuse generated within the leased premises, and other related cleaning and maintenance adjacent to the property.

Q. Possession and Abandonment. Lessor shall deliver possession of the premises to Lessee on the date stated for commencement of this lease agreement unless Lessor is unable to do so for reasons beyond Lessor's control. Lessee shall vacate the premises and return all of Lessor's property promptly upon the expiration of this lease or any extended term, or upon termination of this lease.

WHEREFORE, the parties hereto set their hands on the dates below written.

LESSEE: DOOR COUNTY MARITIME MUSEUM
& LIGHTHOUSE PRESERVATION
SOCIETY, INC.

By: _____
Terry Connelly, President

By: _____
Bob DeNoto, Secretary

STATE OF WISCONSIN)
) SS
COUNTY OF DOOR)

Personally came before me, this _____ day of _____, 2023, the
above named _____, Terry Connelly, President and _____, Bob
DeNoto, Secretary to me known to be the persons who executed the foregoing instrument
and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

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RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend the Common Council deny the renewal of the Class B Combination liquor license for AMAGMA, LLC based on the non-use of the license per City ordinance. Further, the City will not re-issue the license to another entity for a period of six months.

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: June 8, 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: Consideration of: Class B Combination licenses for AMAGMA, LLC.

BACKGROUND: Attached is a renewal application for a Combination Class B Liquor & Beer from AMAGMA, LLC (1023 Egg Harbor Road) for the 2023-2024 license year.

AMAGMA, LLC has requested the approval, and pertinent information, of the Combination Class B Liquor and Beer license (letter attached) for the premise even though the business does not meet the City ordinance regarding documented liquor sales and non-use of the license.

The City of Sturgeon Bay's ordinance for non-use of license is as follows:

Cessation of business/non-use of license. If any party holding a class B liquor license shall suspend or cease doing business selling alcohol beverages for a period of 90 consecutive days or more, such licensee shall be in violation of this section and subject to non-renewal by the common council. Any class B liquor license holder who does not have documented liquor sales for at least 180 days per license year shall be in violation of this section and subject to non-renewal of such license.


RECOMMENDATION:

- 1) Recommend to the Common Council approval of the renewal application for AMAGMA, LLC.
- 2) Recommend to the Common Council denial of the renewal application for AMAGMA, LLC.

PREPARED BY:


Stephanie L. Reinhardt, City Clerk/Human Resources Director

REVIWED BY:


Josh VanLieshout, City Administrator

DATE:

5/31/23

Steven Estes

4604 Bechtel Rd

Sturgeon Bay, WI 54235

May 11, 2023

City of Sturgeon Bay

421 Michigan St.

Sturgeon Bay, WI 54235

Dear Committee Members,

I am writing this letter to inform you that the liquor license, which was issued to AMAGMA, LLC, was not used during the period of 2022-2023. The reason for this is that we expanded the scope of construction for our new business, located at 1023 Egg Harbor Road, Sturgeon Bay, WI.

Our original proposal for the business included a bar, restaurant, and game area, which would have occupied a space of 7,000 square feet. However, we have increased the scope of work and expanded the space to 9,000 square feet. Additionally, the other 12,000 square feet of the vacant warehouse space will now become an event center, which will contain an additional bar, caterer's kitchen, vendor rooms, and offices.

We regret not being able to utilize the liquor license during this period, but the expansion of our business plan was necessary to better serve our community and meet customer needs. Bayland Builders has submitted new building plans to the state for approval. We had a feasibility study completed last week with positive results and have secured funding. Construction will start as soon as state approval is received. Our opening date is projected to be 120 days from the start of construction. We hope to continue keeping our business plan running smoothly and have all the necessary permits and licenses in order.

Thank you for your understanding in this matter. If you have any further questions, please do not hesitate to contact me.

Sincerely,



Steven Estes

MAYORAL APPOINTMENTS**6/20/23****HISTORIC PRESERVATION COMMISSION – 3 year term**

J. Eric Paulsen (reappointment)

Dave Augustson (reappointment)

Chad Shefchik (reappointment)

ZONING BOARD OF APPEALS – 3 year term

William Chaudoir (reappointment)

Nancy Schopf (reappointment)

BOARD OF PARKS & RECREATION – 3 year term

Jay Renstrom (reappointment)

BOARD OF REVIEW – 5 year term

Howie Phipps (reappointment)

Jon Kruse (reappointment)

CABLE COMMUNICATION ADVISORY COUNCIL – 2 year term

Dan Tjernagel – Education (reappointment)

AESTHETIC DESIGN & SITE PLAN REVIEW BOARD – 3 year term

Dave Augustson (reappointment)

INDUSTRIAL PARK DEVELOPMENT REVIEW TEAM – 3 year term

Sandy Hurley – Economic Development Corp. Rep. (reappointment)

DOOR COUNTY TOURISM ZONE – 1 year term

Cameryn Ehlers-Kwaterski

Josh VanLieshout

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

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

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

RESOLVED, that the foregoing recommendation be adopted.

Dated: June 8, 2023

* * * * *

Introduced by _____.

Moved by Alderperson _____, seconded by

Alderperson _____ that said recommendation be adopted.

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

ORDINANCE # _____

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

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

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

32.04 Definitions.

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

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

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

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

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

(2) *Maintenance and appearance of land.*

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

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

(3) *Natural Landscape*

- (a) No registration required. Any owner of record of a property, may implement a planned natural landscaping area on their property up to 25% of front and side yard, and 50% of the back yard without registration or approval from the Weed Commissioner.
- (b) Registration required. Any owner of record of a property, may implement a planned natural landscaping area on their property up to 50% of front and side yard and 75% of the back yard upon approved registration with the Weed Commissioner. Registration shall include the following information:
 - 1. Natural landscapes must be registered and approved through the City's Weed Commissioner (Municipal Services Director) prior to the natural lawn being installed. The registration application form is on the City's website and is available in the Municipal Services office.
 - 2. A plan of the property drawn to scale, indicating the location of all property boundaries, structures, sidewalks, driveways, and roadways, and the boundaries of the proposed planned natural landscaping area. No boundary survey is required. Property boundaries and other information may be indicated on an aerial photograph or other suitable and readily available base map.
 - 3. A clear description, illustration, or photograph of the type(s) of edging proposed, including materials, height, and proposed placement. A raised edging is not required. A shoveled edge maintained by mowing and/or trimming is acceptable.
 - 4. A planting plan indicating the plant species and/or seed mixes to be used.
 - 5. Any proposed change in grade or excavation required beyond standard excavation and soil replacement for establishment of the planned natural landscaping area.
 - 6. Prior to choosing to implement periodic open burning to maintain any plants, flowers, or prairie landscape, contact the Fire Chief. Periodic mowing is the preferred maintenance option and open burning is not typically permitted unless done by a professional.
- (c) Natural landscaped areas must adhere to the following standards:
 - 1. Types of plantings:
 - a) Plantings may include forbs, grasses, edible plants, shrubs, or trees.
 - b) Plantings may be designed as rain gardens with plantings and grading specifically designed to receive and infiltrate rainwater or clear water flows.
 - c) Plantings shall be deliberately selected and arranged as part of a coherent overall plan. Overgrowth of conventional turf grasses or weeds, or any other

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

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

(d) Location and maximum areas:

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

(e) Review and enforcement.

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

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

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

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

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

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

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

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

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

Adopted by the Common Council of the Surgeon Bay, Wisconsin, this ____ day of _____, 2023

ORDINANCE # _____

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

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

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

32.04 Definitions.

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

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

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

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

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

(2) *Maintenance and appearance of land.*

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

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

(3) *Natural Landscape*

- (a) No registration required. Any owner of record of a property, may implement a planned natural landscaping area on their property up to 25% of front and side yard, and 50% of the back yard without registration or approval from the Weed Commissioner.
- (b) Registration required. Any owner of record of a property, may implement a planned natural landscaping area on their property up to 50% of front and side yard and 75% of the back yard upon approved registration with the Weed Commissioner. Registration shall include the following information:
 - 1. Natural landscapes must be registered and approved through the City's Weed Commissioner (Municipal Services Director) prior to the natural lawn being installed. The registration application form is on the City's website and is available in the Municipal Services office.
 - 2. A plan of the property drawn to scale, indicating the location of all property boundaries, structures, sidewalks, driveways, and roadways, and the boundaries of the proposed planned natural landscaping area. No boundary survey is required. Property boundaries and other information may be indicated on an aerial photograph or other suitable and readily available base map.
 - 3. A clear description, illustration, or photograph of the type(s) of edging proposed, including materials, height, and proposed placement. A raised edging is not required. A shoveled edge maintained by mowing and/or trimming is acceptable.
 - 4. A planting plan indicating the plant species and/or seed mixes to be used.
 - 5. Any proposed change in grade or excavation required beyond standard excavation and soil replacement for establishment of the planned natural landscaping area.
 - 6. Prior to choosing to implement periodic open burning to maintain any plants, flowers, or prairie landscape, contact the Fire Chief. Periodic mowing is the preferred maintenance option and open burning is not typically permitted unless done by a professional.
- (c) Natural landscaped areas must adhere to the following standards:
 - 1. Types of plantings:
 - a) Plantings may include forbs, grasses, edible plants, shrubs, or trees.
 - b) Plantings may be designed as rain gardens with plantings and grading specifically designed to receive and infiltrate rainwater or clear water flows.
 - c) Plantings shall be deliberately selected and arranged as part of a coherent overall plan. Overgrowth of conventional turf grasses or weeds, or any other

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

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

(d) Location and maximum areas:

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

(e) Review and enforcement.

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

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

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

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

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

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

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

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

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

Adopted by the Common Council of the Surgeon Bay, Wisconsin, this ___ day of _____, 2023

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the development agreement with Duquaine Development-Phase II, including financial assistance of \$330,000 and the changes to the annexation agreement.

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.

STAFF REPORT

Title: Development Agreement for Duquaine Development – Phase 2

Background: Duquaine Development owns property fronting on Sawyer Drive (W. Oak Street) to the north of Target store. The property is within the Town of Nasewaupee. The City and Duquaine entered into an annexation agreement to allow sewer and water services to the property to facilitate development of apartments in exchange for annexing the property at a later date. The property cannot be legally annexed without including other property in the town and to include other property, the assessed value of the Duquaine property must be higher than the other included property.

The City and Duquaine also entered into a development agreement for the first phase of development, which consists of 68 apartment units (3 buildings). The City agreed to provide the developer a total of \$750,000 of financial assistance for the proposed development upon occupancy of the new buildings. Payment for the first building was made and the other two buildings are nearing occupancy as well.

The developer is ready to begin phase 2 of the development, which is two buildings for a total of 30 units. It consists of a 26-unit building matching the 26-unit building from Phase 1 and a 4-unit building along Sawyer Drive. The annexation agreement specifies that development along Sawyer Drive shall not exceed 4-unit buildings in order to create a transition from the large apartment buildings to the single-family homes along (and north of) Sawyer Drive. The developer requests \$331,000 in financial assistance. This amounts to \$11,033 per unit which is essentially the same as the \$11,029 per unit under the Phase 1 financial assistance. Information showing the gap in financing the development has been provided.

The current annexation agreement requires annexation of the property prior to additional development (other than Phase 1) occurring. Therefore, the annexation will need to be amended if the City decides to allow the Phase 2 development to commence prior to annexation. The reason for the delay in annexing the property is that the property values are not set until after January 1 of each year. Therefore, the Phase 1 development will not be fully assessed until after January 1, 2024 and, hence, the property cannot be legally annexed at this time.

A draft development agreement that spells out the specifics of the financial assistance is provided along with a draft of the changes needed for the annexation agreement. For ease of calculations, the draft specifies \$330,000 in financial assistance rather than \$331,000. These draft documents have not been reviewed by the City attorney nor the developer yet. The draft development agreement is nearly identical to the development agreement for Phase 1.

Fiscal Impact: The \$330,000 in financial assistance can come from the affordable housing funds generated from the one-year extension of TID #1. The funds could also be allocated from the City's general funds. Once the property is annexed into the city, the second phase of development is expected to generate about \$3.6 Million in property value for an annual tax payment of about \$28,000 for the City portion. If those values hold true, once annexed the City will recoup the financial assistance in about 12 years.

Options: Among the options, the City can:

1. Approve the development agreement with the proposed financial assistance along the changes to the annexation agreement.
2. Negotiate a different level of financial assistance or other aspects of the development agreement and annexation agreement.
3. Reject financial assistance for this project.
4. Wait for the annexation to occur prior to considering additional financial assistance for the development.

Recommendation: Approve the development agreement including financial assistance of \$330,000 and the changes to the annexation agreement.

Prepared by: Martin Olejniczak
Martin Olejniczak, Community Development Director

5/25/2023
Date

Reviewed by: Val Clarizio
Val Clarizio, Finance Director

5/25/23
Date

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

5/25/2023
Date

**DEVELOPMENT AGREEMENT
(Duquaine Development Phase 2)**

This Development Agreement is made this ____ day of _____, 2023, between the CITY OF STURGEON BAY, WISCONSIN, a Wisconsin municipal corporation (the "City") and DUQUAINE DEVELOPMENT, INC, a Wisconsin corporation ("Developer").

RECITALS

A. Developer has fee title to 14.58 acres of property abutting Sawyer Drive (also known as W. Oak Street) consisting of parcel no. 0200112272541B and parcel no. 0200112272541C1, located in the Town of Nasewaupée and more particularly described in Section A.1 below (the "Property").

B. Developer has approached the City proposing to construct multiple-family dwellings on the Property (the "Project"), as defined in Section A.2 below, a parcel that is contiguous to the City.

C. The City and Developer have entered into an annexation agreement which provides that municipal sanitary sewer and water services may be extended to serve the Property for use by the Project, with annexation of the Property, to the City to be initiated by Developer, at a later date.

D. The City has determined it would be beneficial to the health, welfare and prosperity of its residents to provide financial assistance for the Project, in the form of reimbursement of certain of Developer's expenses relating to the Project.

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

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

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

A. The Property and Project.

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

Part of the Northeast ¼ of the Southeast ¼, Section 12, T27N-R25E, Town of Nasewaupée, Door County, Wisconsin, more fully described as follows:

Commencing at the Southeast corner of Section 12, T27N-R25E; thence N0°08'44"E, 2649.11 feet along the East line of the Southeast ¼ of said Section; thence N88°10'21"W, 528.40 feet along the North line of the Southeast ¼ of said Section to the point of beginning; thence S0°17'58"W, 329.97 feet; thence N88°10'21"W, 132.00 feet along a North line of Duluth Avenue Storage Park Condominium (Hanger 24, Condo Plats, Page 9, Document number 506711, Door County Records); thence S0°17'50"W, 330.45 feet along the West line of said condominium; thence N88°01'15"W, 331.04 feet along the North line of said condominium; thence S0°22'36"W, 659.52 feet along the West line of said condominium; thence N87°51'51"W, 332.03 feet along the South line of the Northeast ¼ of the Southeast ¼ of said Section; thence N0°26'55"E, 1108.51 feet along the West line of the Northeast ¼ of the Southeast ¼ of said Section; thence S88°10'12"E, 208.71 feet; thence N0°27'14"E, 208.71 feet; thence S88°10'21"E, 583.69 feet along the North line of the Southeast ¼ of said Section to the point of beginning. Excepting those portions used for road right-of-way.

Tax Parcels No. 0200112272541B and No. 0200112272541C1

2. **Project Described.** A residential development of not more than 212 multiple-family dwelling units within several buildings located on the Property (the Project). The second phase of the Project will consist of 30 units within 2 buildings along with two detached garages ("Phase 2"). One building will contain 26 units and one building will contain 4 units. The project will also include exterior parking areas and other site amenities.

B. **Condition Precedent.** The terms and obligations of this Agreement shall commence only if an amendment to previously recorded annexation agreement is approved and recorded that specifically allows Phase 2 of the Project to commence prior to the annexation of the Property. Upon failure of this condition, this Agreement shall be null and void without liability or obligation to either party.

C. **Developer's General Obligations.**

1. **Approval of Plans.** Prior to the commencement of construction of Phase 2, Developer shall present plans for the proposed development and design of buildings to the Sturgeon Bay Aesthetic Design & Site Plan Review Board for its review and comments. However, Developer shall not be bound by any comments or recommendations of the Board for Phase 2. Future phases of the Project will be subject to the jurisdiction of the municipality in which the Property is located at that time.

2. **Building Permits/Approvals.** Developer is responsible to obtain, directly or through its agents, all building permits and other permits or approvals required to construct the Project. Permits and approvals required shall be based upon the jurisdiction in which the Property is located at the time of approval or permit issuance. Nothing in this Agreement shall be deemed prior authorization of City to issue permits or grant approvals.

3. **Construction Completion.** Construction of Phase 2 shall be substantially complete by December 31, 2024.

4. General Construction Requirements. Developer shall abide by all of the following in the construction of Phase 2:

a. Compliance with Plans. Developer shall construct Phase 2 in strict compliance with the plans as approved by the State, the City and any other agency entitled to give approval.

b. Quality of Work. All work to be performed by Developer in and on the Property and the construction and maintenance of Phase 2 shall be performed in a good and workmanlike manner and consistent with the prevailing industry standards for high quality construction in the Sturgeon Bay area. Developer shall perform all work in compliance with all applicable laws, regulations, ordinances, and permits, and Developer shall at its sole cost and expense obtain and maintain all necessary permits and licenses for such work. Every contractor hired by the Developer shall be licensed and qualified to perform that part of the work assigned to it. Before any such contractor is allowed to perform any such work, the contractor shall comply with the insurance requirements set forth in Section E, below.

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

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

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

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

6. Restrictions on Transfer of Property. Prior to the completion of Phase 2, any transfer of ownership of the Property, or any portion thereof, shall be subject to the City's written consent, which the City may withhold in its absolute discretion; provided, however, that Developer may transfer ownership of the Property, or any portion thereof, at any time, to a limited liability

company of which Keith Duquaine owns and maintains during the entire term of this Agreement a percentage ownership interest of 33% or more (an "Authorized Successor Entity"). This restriction does not preclude the creation of a mortgage, encumbrance or voluntary lien upon the Property for the purpose of financing or refinancing the construction of a building or units consistent with the terms of this Agreement.

7. Restriction on Multiple-Family Dwelling Units Near Sawyer Dr (W. Oak St). The Developer shall not construct or locate any multiple-family dwelling units within 150 feet of the right-of-way of Sawyer Drive (W. Oak Street). The intent of this provision is to create a transition from the large multiple-family dwellings to the existing and planned single-family dwellings along and north of Sawyer Drive (W. Oak Street). This provision may be waived in writing by the City. For purposes of this Section 7 only, a multi-family dwelling unit shall be defined as a single building that consists of more than four separate residential units.

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

D. City's General Obligations.

The City commits to the following:

1. Financial Incentive. The City shall provide a financial incentive in the total amount of \$330,000 as follows:

- \$286,000 shall be remitted to the Developer within 30 days of presenting to the City an occupancy permit for the 26-unit building.
- \$44,000 shall be remitted to the Developer within 30 days of presenting to the City an occupancy permit for the 4-unit building.

2. Utilities. Consistent with the annexation agreement, the City shall ensure that municipal water and sanitary sewer service is available to Property. Developer is responsible for any extensions into the Property to serve Phase 2.

3. Permits and Licenses. Upon annexation the City will honor all valid, non-expired permits and approvals previously granted, and will allow building inspections to proceed through and under the municipality in which Phase 2 and/or the Project, as the case may be, is located at the time of commencement of construction.. Upon annexation the City will work in good faith with respect to any remaining permits necessary for completion of the Project.

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

E. Insurance.

1. Coverage Types and Amounts. Developer shall deliver to the City certificates of insurance, copies of endorsements, and other evidence of insurance Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage as listed below:

a. Workers Compensation and Related Coverage. Workers compensation coverage as required for state and federal workers, but, in no event less than the following limits: Bodily Injury by Accident - \$100,000 per accident; Bodily Injury by Disease - \$100,000 per employee; and \$500,000 policy limit.

b. Comprehensive General Liability Insurance. Commercial general liability insurance written on a commercial general liability form, protecting Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages arising from operations under this Agreement, whether such operations are by Developer itself, any contractor, subcontractor, or anyone directly or indirectly employed by any of them. Such coverage shall include an endorsement for completed operations. The amounts of such insurance shall be subject to the following limits: General Aggregate Limit - \$2,000,000; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000; Bodily Injury and Property Damage - \$2,000,000 per occurrence; Fire Legal Liability Damage Limit - \$100,000 per occurrence; Medical Expense Limit - \$10,000 per person.

c. Comprehensive Automobile Liability and Property Damage. Comprehensive Automobile Liability and Property Damage coverage protecting Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non-owned motor vehicles. The amounts of such insurance shall be subject to the following limits: Bodily Injury - \$250,000 per person; \$1,000,000 per occurrence; and Property Damage - \$250,000 per occurrence.

d. Umbrella Coverage. Umbrella coverage protecting Developer, its general contractor and any subcontractor during the performance of work covered by this Agreement with limits of \$3,000,000 for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Sections 1(a) to 1(c) above.

e. Builder's Risk Insurance. Builder's Risk insurance for all portions of the Property upon which construction is occurring with coverage equal to the total amount of the construction contracts for any and all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

f. Fire and Casualty Insurance. Upon the construction of any improvements on the Property that are intended to remain in Developer's possession or is in Developer's possession prior to conveyance to third parties as contemplated by this Agreement, Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to and adequate to rebuild improvements to their original condition. In the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

2. General Requirements. All policies of insurance shall be written by insurance companies authorized to do business in the state of Wisconsin. Before commencement of construction, the Developer shall file with the City certificates of insurance and copies of the required policies and all endorsements thereto, setting forth that all required coverage is in full force and effect.

F. Representations and Warranties and Covenants of Developer.

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

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

2. Taxes. Developer has paid, and will pay when due, all federal, state and local taxes, and will promptly prepare and file returns for accrued taxes prior to any taxes becoming delinquent.

3. Payment of Contractors and Material Suppliers. Developer will timely and fully pay for all work performed and materials furnished for Phase 2.

4. Liens. Developer shall not cause or allow any lien to attach to the Property, except (i) those allowed in Section C.6 above, and in any case, in the aggregate not securing debt exceeding the maximum principal amount of \$2,500,000, and (ii) the lien of real estate taxes and assessments for taxes not yet due and payable. If any lien, including, without limitation, any construction lien, is filed against the Property, Developer will notify the City and cause such lien to be discharged through payment, as provided by statute or bonded over in an amount satisfactory to the City within 60 days of the filing of such lien, irrespective of the merits of the lien claim and shall provide proof of such discharge or bonding to the City within in such 60 days.

5. Statements and Information True. No statement of fact by Developer contained in this Agreement and no statement of fact or other information furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.

6. Organization. Developer is a for-profit limited liability company, duly formed and validly existing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Developer is duly licensed or qualified to do business and in good standing in the State of

Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

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

8. No Violations. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's organizational documents or any instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law, order, rule or regulation of any court or of any federal, state or municipal regulatory body or administrative agency or other governmental body having jurisdiction over Developer or any portion of the Property.

9. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or Phase 2 that would adversely affect Phase 2 or Developer or the enforceability of this Agreement, the ability of Developer to complete Phase 2 or the ability of Developer to perform its obligations under this Agreement.

10. No Default. No default, or event that, with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument entered into in connection with Phase 2 or otherwise. Developer shall promptly report any material default of Developer or any contractor in its obligations under any construction contract affecting Phase 2.

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

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

1. Authority. Subject to the approval of City Common Council and the satisfaction of the condition precedent of Section B above, the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby are hereby duly authorized and approved by the City, and no other or further acts or proceedings of the City or its officials are necessary to authorize and approve the execution, delivery, and, subject to annual appropriation by the City Common Council, performance of this Agreement, and the matters contemplated hereby.

2. Enforceability. This Agreement, the exhibits, documents, and instruments associated herewith and made a part hereof, have, if applicable, been duly executed and delivered

by the City and constitute the legal, valid, and binding agreement and obligation of the City, enforceable against the City in accordance with their respective terms, except as the enforceability thereof may be limited by applicable law.

H. Further Compliance with Laws.

1. Public Protection & Safety: The City and Developer shall each take all steps necessary to avoid damage, bodily injury or death arising out of the improvements whether from maintaining an "attractive nuisance" or otherwise.

2. Compliance with Environmental Laws. Developer shall ensure the Property shall remain free of Hazardous Materials, except to the extent Hazardous Materials are temporarily necessary to be on the Property for purposes of construction of the improvements, and then only as are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City with copies of all environmental reports pertaining to the Property no later than ten days after receiving the same. As used herein, the term "Hazardous Materials" means (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel and (E) asbestos containing materials.

3. Nondiscrimination. In the performance of improvements under this Agreement, the Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin or ancestry. The construction of the improvements shall comply with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds. Any additional costs that may be incurred by the Developer to comply with this provision shall be borne by Developer.

I. Indemnification.

1. **General Indemnification.** In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement, Developer shall indemnify and save harmless the City, its council members, officers, employees, agents, attorneys and insurers, and the respective successors and assigns of all of them (each an "Indemnified Party") and shall defend the same, from and against any and all liabilities, claims, losses, damages, interest, actions, suits, judgments, costs, and expenses, including reasonable attorneys' fees, and the like to whomsoever owed and by whomsoever and whenever brought or obtained, which may in any manner, directly or indirectly, result from, relate to, or arise in the course of, any act or failure to act by Developer in connection with its development of Phase 2 (each, an "Indemnified Claim"), including without limitation:

- a. Any breach by Developer of the terms of this Agreement;
- b. any negligent acts of Developer, any professional and any contractor that provides services, labor or material for Phase 2;
- c. any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement;
- d. the design, development, or construction of Phase 2; or
- e. any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.

2. **No Limitation on Indemnity.** In any and all claims against one or more of the Indemnified Parties by any employee of the Developer, any contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer or any contractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

3. **Indemnification Procedures.** Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to an Indemnified Claim following written notice thereof from an Indemnified Party, which notice shall be given by the Indemnified Party within 10 days of the Indemnified Party gaining actual knowledge of such Indemnified Claim. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations unless, and only to the extent to which, such failure has substantially prejudiced Developer. The Indemnified Claim shall be defended by legal counsel reasonably acceptable to the Indemnified Party. If the Indemnified Party originally approves of such defense counsel, but later disapproves, Developer shall retain counsel that is reasonably acceptable to the Indemnified Party. Notwithstanding the foregoing, in

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

J. Default.

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

a. **Failure to Pay.** Developer or the City fails to pay any amounts due from it under this Agreement on or before the date when due and such failure shall continue for 10 days following notice thereof from the other party;

b. **Other Failures under this Agreement.** Developer fails to timely perform or observe any of its covenants or obligations (other than payment obligations) under this Agreement, or the City fails to timely perform its obligations under Sections D.2 through D.4, above, and such failure continues for 30 days following notice thereof from the other party (or such longer period of time as is necessary to cure the default as long as (i) the failing party has commenced the cure of the default within the 30-day period, (ii) the failing party is diligently pursuing the cure of the default, and (iii) the default is cured not later than 90 days following the notice thereof from the other party);

c. Insurance and Dangerous Conditions. Section 1(b) above notwithstanding, if the Default is a failure to keep required insurance in force or results or threatens to result in imminent harm to persons or property, as determined by the City in its sole discretion, the cure period will be two business days, during which time Developer shall cease all operations upon the Property except, in the case of imminent harm, those operations dedicated to curing such condition;

d. Untrue Representations and Warranties. Any representation or warranty made by Developer or City in this Agreement, or any document or financial statement delivered pursuant to this Agreement, was false in any material respect as of the time when made or given;

e. Abandonment and Delay. Active and visible construction work of any portion of Phase 2 is not occurring for more than 30 consecutive days or a total of 90 days during the construction of Phase 2 or if any portion of Phase 2 is damaged by fire or other casualty and is not repaired, rebuilt or replaced as required in this Agreement;

f. Insolvency. Developer; (i) becomes insolvent or does not pay, or is unable to pay, or admits in writing its inability to pay, its debts as they mature; or (ii) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or (iii) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it, and such petition, application or proceeding remains undismissed for a period of 90 days or Developer files an answer to such a petition or application, admitting the material allegations thereof; or (v) applies to a court for the appointment of a receiver or custodian for any of its assets or properties, or has a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver is not discharged within 90 days after appointment; or (vi) adopts a plan of complete liquidation of its assets;

g. Cessation of Existence. Developer is dissolved or ceases to exist;

h. Fraud and Other Illicit Behavior. Developer or any person having an ownership interest of greater than 25% of Developer is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of: (1) fraud; or (2) indecent or illicit behavior that in the determination of the City would threaten the reputation of Developer or Developer's ability to complete Phase 1 according to the requirements of this Agreement or as anticipated; or

i. Default Under Loan Documents. A default occurs on any indebtedness of or loan to Developer relating to Phase 1 or any agreement providing security for such indebtedness.

2. Remedies.

a. Available Remedies. Upon the occurrence of any Default, without further notice, demand or action of any kind by the non-defaulting party, the non-defaulting party may

pursue any or all of the rights and remedies available to it at law and/or in equity and/or under this Agreement against the defaulting party, including without limitation,

(i) Termination. Terminate this Agreement by written notice to the defaulting party;

(ii) Offset and Recoupment. If Developer defaults, the City may offset or recoup against any amounts that may then or thereafter come due from City to the Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City resulting from Developer's breach;

(iii) Specific Performance. Sue for specific performance; and/or

(iv) Sue for Damages. Sue for all damages caused by the Default.

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

b. Remedies Cumulative. All remedies are cumulative. i.e., no election by the non-defaulting party of one remedy available to it will preclude the non-defaulting party from exercising any or all other remedies listed above or at law or in equity.

c. No Waiver. No failure or delay on the part the City in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

d. City's Right to Cure Default. In case of failure by Developer to pay any fees, assessments, charges or taxes arising with respect to the Project or to comply with the terms and conditions of this Agreement, the City may pay such fees, assessments, charges or taxes or take such action as it deems, in its sole discretion, to be necessary to remedy the failure of Developer, and, in that event, the cost thereof shall be payable by Developer to the City upon demand.

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

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

g. Limitation of Damages. Under no circumstances will the City or its elected officials, officers, employees, agents, attorneys, insurers of any of the successors and assigns thereof be liable to Developer or any member, officer, employee, agent, attorney, insurer, surety or any successor or assign of any of the same for any indirect, incidental, consequential, exemplary or punitive damages. The City reserves all rights to the immunity and damage limitations set forth in the Wisconsin Statutes, including in §893.80 thereof. Likewise, under no circumstances will the Developer or its officers, employees, agents, attorneys, insurers of any of the successors and assigns thereof be liable to the City or any elected official, officer, employee, agent, attorney, insurer, surety or any successor or assign of any of the same for any indirect, incidental, consequential, exemplary or punitive damages.

K. Miscellaneous.

1. Termination of Agreement. Unless otherwise specifically provided, this Agreement shall terminate upon the occurrence of the earlier of: (a) the parties signing an agreement to terminate; (b) full payment of the financial incentives listed in Section D.1.; and (c) termination under Section B if the condition precedent is not met. Notwithstanding the foregoing, the provisions of Sections C.7 shall survive indefinitely.

2. Assignment. Except as set forth in Section K.3 below, Developer may not assign this Agreement or any of its rights under it without prior written consent of the City, which the City may withhold in its absolute discretion. Notwithstanding the foregoing, the Developer may assign this Agreement and all of Developer's rights and obligations hereunder to an Authorized Successor Entity (as defined in Section C.6, above) if that part of the Property to be used for Phase 2 is transferred in its entirety to such Authorized Successor Entity. Any permitted assignment shall be bound by all of the provisions of this Agreement. Nothing shall prevent Developer from establishing an operating entity for the purpose of constructing improvements to or operating the facility, provided Developer first provides the City with evidence satisfactory to the City in its sole discretion, of the ability, including financial ability, of such entity to timely and fully perform all of Developer's obligations and covenants under this Agreement. Any such entity shall construct the improvements and operate the facility in accordance with all provisions of this Agreement.

3. Collateral Assignment. Developer may assign its rights and obligations under this Agreement to a lender or lenders, solely for purposes of providing collateral security for a loan issued to Developer for the purposes of the construction and development of Phase 2 or subsequent phase(s) of the Project. Any such assignment shall be contingent upon, or become effective only following, the occurrence of an event of default by the Developer under the terms of the loan. So long as Developer has notified the City of the identity and contact information for its lender, the City will use reasonable efforts to notify Developer's lender of any Event of Default by Developer hereunder. Any such assignment shall be of the right to receive payments on the City Contribution only, and no such assignment shall relieve Developer of any of its obligations to the City hereunder.

4. Governing Law. This Agreement has been entered into and will be governed by the laws of the State of Wisconsin, without regard to conflict of laws principles.

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

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

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

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

9. Survival. All agreements, representations, warranties, covenants, liabilities and obligations made or imposed in this Agreement or in any document delivered pursuant to this Agreement shall survive the execution and delivery of this Agreement. Any provision in this Agreement that has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but, unless expressly waived in writing, shall survive such transfer of possession and be in force and effect until performed.

10. Notices. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or one day following deposit with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, air bill prepaid, or (iii) upon transmission by e-mail, provided (a) the sender does not receive a transmission failure message and (b) if the email is sent after 5:00 p.m. Central Time, it shall be deemed received on the next business day, i.e., a day on which the City is open for business. Each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other of a change of address:

If to Developer: Duquaine Development, Inc
 Attention: Keith Duquaine
 4329 Nicolet Drive
 Green Bay, WI 54311
 Email: keith@duquainedevelopment.biz

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

With a copy to: City of Sturgeon Bay Community Development Dept
421 Michigan Street
Sturgeon Bay, WI 54235
Attn: Marty Olejniczak
Email: molejniczak@sturgeonbaywi.gov

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

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

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

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

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

15. Force Majeure. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means delays beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, the actions of any other party in this Agreement, strikes, labor disputes, epidemic, pandemic, government restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency (each, a "Force Majeure Event"). The foregoing notwithstanding, extension of time under this Section K.15 shall not continue for a period of 90 days in the aggregate for all Force Majeure Events without the written consent of the other party, which consent shall not be unreasonably withheld.

16. Conveyance of Property. Under no circumstance shall the Property be conveyed to a non-profit organization or entity not required to pay real estate taxes.

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

18. No Construction Against Drafter. This Agreement is the product of negotiation between the parties hereto and no term, covenant or provision herein or the failure to include a term, covenant or provision shall be construed against any party hereto solely on the basis that one party or the other drafted this Agreement or any term, covenant or condition contained herein.

19. No Personal Interest of Public Employee. No official or employee of the City shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in Phase 1 or this Agreement. No official or employee of the City shall be personally liable to the Developer or any successor in interest, in the event of any default or breach by the City, or for any amount that becomes due to the Developer or Developer's successors under this Agreement.

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

[Signature pages follow]

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

CITY OF STURGEON BAY, WISCONSIN

By: _____
David J. Ward, Mayor

Attest: _____
Stephanie L. Reinhardt, City Clerk

STATE OF WISCONSIN)
)ss.
DOOR COUNTY)

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

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

STATE OF WISCONSIN)
)ss.
DOOR COUNTY)

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

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

*Second signature page to Development Agreement
Duquaine Development, Inc – City of Sturgeon Bay*

DUQUAINE DEVELOPMENT, INC

By: _____
Keith Duquaine, President

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally appeared before me this ____ day of _____, 2023, the above-named Keith Duquaine, the President of Duquaine Development, Inc, a Wisconsin corporation, to me known to be the President of that corporation and the person who executed the foregoing agreement on behalf of that corporation by its authority.

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

This instrument was drafted by:
Attorney James M. Kalny
Davis & Kuelthau, s.c.
318 S. Washington Street, Suite 300
Green Bay, WI 54301

**City of Sturgeon Bay
Pre-Annexation Agreement**

Document Number

Document Title

**CITY OF STURGEON BAY
PRE-ANNEXATION AGREEMENT**

This agreement is made and entered into on this date by and between the City of Sturgeon Bay, Wisconsin, a municipal corporation duly created under the laws of the State of Wisconsin (hereinafter known as the "City") and Duquaine Development, Inc, the owner of property in the Town of Nasewaupee, Door County, Wisconsin (hereinafter known as "Property Owner").

Recording Area

Name and Return Address

Attorney James M. Kalny
Davis & Kuelthau, s.c.
318 S. Washington St., Suite 300
Green Bay, WI 54301

**0200112272541C1 and
0200112272541B**

Parcel Identification Number (PIN)

RECITALS:

WHEREAS, Property Owner owns property lying adjacent to the City, more particularly described on Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, the City operates and maintains municipal sanitary sewer and water systems within its corporate boundaries; and

WHEREAS, Property Owner desires to connect such Property to the City sewer and water systems now and to annex its Property to the City of Sturgeon Bay in the future; and

WHEREAS, the City and Property Owner are desirous of setting forth their understandings concerning future development of the Property and certain municipal services to be provided to the Property;

NOW, THEREFORE, in consideration of the premises and of the covenants and understandings herein expressed, the City and the Property Owner agree as follows:

1. Commitment to Annex Property. Property Owner agrees and commits, on behalf of themselves, heirs, successors and assigns, to take all such actions reasonably necessary to annex the Property as described in Exhibit A attached hereto and incorporated herein to the City of Sturgeon Bay (or portion of the Property) when and in the manner such annexation is requested by the City of Sturgeon Bay, provided the annexation is not requested

by the City prior to September 1, 2019. The City of Sturgeon Bay may designate the portion of the Property to be annexed to assure compliance with Section 66.0221 of the Wisconsin Statutes. By accepting utility connections and committing to annex such Property to the City of Sturgeon Bay, the Property Owner binds the Property and future owners thereof to such annexation under the terms set forth herein.

2. **Sanitary Sewer and Water Service.** The utility connection policy of the City of Sturgeon Bay presently states that connection of property outside of the corporate limits of the City of Sturgeon Bay to municipal sewer and water utilities may occur only when specifically authorized by the Common Council. Therefore, in consideration of the commitment of Property Owner to annex such Property to the City of Sturgeon Bay in the future, the City authorizes the current connection of the Property to municipal sewer and water services of the City of Sturgeon Bay prior to the annexation of the Property.

- A. **Sewer and Water Main Installation.** The Property Owner shall be responsible for the extension and installation of sanitary sewer and water mains to serve the intended development on the property. However, if any part of the Property is served by sanitary sewer and water mains that are extended along or into the property at City expense, the City may assess the Property Owner for the cost of installing such sewer or water main facilities according to its normal assessment policy and procedures upon annexation.
- B. **Requirement to Connect.** The Property Owner, their successors or assigns shall connect to the sewer and water system of the City of Sturgeon Bay for any buildings on the Property that Property Owner, their successors or assign desire to be served with sanitary sewer and water services. The connection shall be accomplished prior to occupancy of any habitable structures on the Property.
- C. **Connection Fees and Permits.** There shall be no connection fee charged to Property Owner for connecting to sewer and water service. However, Property Owner is responsible for and shall obtain any necessary permits, and pay any permit fees therefor, for the installation of mains and laterals that connect to the sewer and water system of the City of Sturgeon Bay. Property Owner shall allow for inspection of connections by the City.
- D. **Construction Costs for Laterals.** The construction costs for the installation of laterals serving the Property from the sewer and water mains shall be paid for in their entirety by the Property Owner. This shall include the cost of materials and installation including any associated excavating, blasting, or affiliated expenses. Property Owner shall be responsible to repair or replace any damage caused to the water or sewer mains, curb and gutter or street as a result of such construction.

3. **Additional Municipal Services.** It is agreed that the City of Sturgeon Bay is not committed to provide any additional municipal services to Property Owner, its heirs,

successors or assigns until such time as the Property is annexed into the City of Sturgeon Bay. Until such time as the Property is annexed into the City of Sturgeon Bay, the City has no responsibility to provide police protection, fire protection, trash or recyclable pickup, street repair, building inspection or any other municipal service other than the sewer and water service described above.

4. Zoning and Use of Property.

- A. Zoning Classification.** Upon annexation, the City reserves the right to place any zoning district classification(s) upon the Property as deemed appropriate by the common council after recommendation by the plan commission. The City agrees to honor any valid non-expired building permits or approvals that were duly issued by the state, county, or Town of Nasewaupée prior to annexation of the Property.
- B. Comprehensive Plan.** The Future Land Use designation of the Property under the City of Sturgeon Bay Comprehensive Plan is ~~Mixed Residential for the northern portion of the Property and Commercial or Mixed Residential for the southern portion~~ Planned Neighborhood. The City acknowledges that the development of multiple-family dwellings on the Property is consistent with such designation.
- C. Review and Approval of Proposed Development.** If multiple-family dwellings are developed on the Property, the first two phases of such development not to exceed 60 98 units shall not require formal review and approval under City of Sturgeon Bay codes, if the first two phases ~~is are~~ commenced prior to the effective date of the annexation. However, future phases of development shall require review and approval by the City during the term of this agreement.
- D. Aesthetic Design & Site Plan Review Board.** Property Owner agrees to have any proposed development and design of buildings reviewed by Sturgeon Bay Aesthetic Design & Site Plan Review Board prior to commencement of construction. However, the Property Owner shall not be bound by any comments or recommendations of the Board for the first two phases of development not to exceed 60 98 units. Future phases of development will be subject to the Board's jurisdiction.

5. Stormwater Management. Upon annexation, the stormwater management requirements of the City of Sturgeon Bay will apply to new development on the Property. Prior to annexation, Property Owner agrees to reduce the runoff rate of the ten-year post-development peak runoff discharge rates, to the maximum extent practicable, to the five-year pre-development peak runoff discharge rates for the 24-hour design storm events applicable to the site, unless a more stringent requirement is imposed by the Town of Nasewaupée or State of Wisconsin.

6. **Building Inspection.** As long as the Property remains in the Town of Nasewaupee, the Property Owner shall obtain all required permits from the Town and conform to the Town's building inspection protocols. Upon annexation, building inspection of any development under construction shall be performed by the City of Sturgeon Bay contracted building inspectors. After annexation the City agrees to pay for any additional inspection fees associated with any inspections of ongoing construction work performed under permits that were received from the state and/or Town of Nasewaupee prior to the annexation.

7. **Taxes and Fees.**

- A. **Property Taxes.** As the Property will remain in the Town of Nasewaupee until such time as it is annexed to the City of Sturgeon Bay, there shall be no property taxes due to the City of Sturgeon Bay by the Property Owner until such time as it is annexed into the City of Sturgeon Bay.
- B. **Monthly Utility Bills.** Fees for monthly usage of sanitary sewer and water services shall be paid directly to the Sturgeon Bay Utilities. Property Owner agrees that the City may levy a special charge for services under Wis. Stat. §66.0627 for delinquent user fees.
- C. **Park and Playground Fee.** The Property Owner agrees to pay the City's park & playground fee of \$150 per residential dwelling unit for any dwelling units for which occupancy has not been granted prior to the effective date of annexation.

8. **Miscellaneous Provisions.**

- A. **Term of Agreement.** The term of this agreement shall be twenty-five (25) years from the date executed by all parties hereto. This agreement shall only be effective upon execution by both parties hereto. If the annexation of the Property to the City of Sturgeon Bay occurs during the term of this agreement, then the obligations of this agreement to annex such property to the City of Sturgeon Bay shall be deemed satisfied. If the Property Owner, their heirs, successors or assigns have not been requested by the City of Sturgeon Bay to annex the Property to the City of Sturgeon Bay within the term of this agreement, then the obligation under this agreement shall terminate and this agreement shall be null and void.
- B. **Authority.** Each person executing this agreement on behalf of a party hereto warrants and represents that he or she has full power and authority to execute and deliver this agreement, and the provisions of this agreement will be binding upon and enforceable against the persons executing their signatures hereto and all trusts, corporations, LLCs, or other entities in which such person is an owner, officer or member.
- C. **Amendments.** No modification, alteration or amendment to this agreement shall be binding upon either party hereto until such modification,

alteration or amendment is reduced to writing and executed by both parties hereto.

- D. **Governing Law.** The terms, conditions and provisions of this agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
- E. **Default.** If the Property Owner fails to take action to annex its property as is required herein, or if the City fails to allow for the connection to sewer and water services as provided herein, then the non-defaulting party shall provide written notice to the defaulting party of the nature of such default. If the default is not cured within thirty (30) days of receipt of such notice, then the non-defaulting party may, at its option, terminate this agreement and all obligations hereunder. If the sewer and water service has already been connected, it may then be disconnected by the City or its agent in the manner provided by law.
- F. **Costs of Enforcement.** Any party incurring expenses necessary to enforce the provisions of this agreement is entitled to recover such expense, including reasonable attorney fees, from the defaulting party.
- G. **Severability.** The invalidity or unenforceability of any covenant, condition, term or provision of this agreement shall not affect the validity or enforceability of any other covenant, condition, term or provision of this agreement.

IN WITNESS WHEREOF, the City of Sturgeon Bay by its authorized representatives and the Property Owner have each caused this agreement to be signed, sealed and attested on its behalf.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

CITY OF STURGEON BAY

Dated: _____

By: _____
David J. Ward, Mayor

Dated: _____

By: _____
Stephanie L. Reinhardt, Clerk

STATE OF WISCONSIN)
)SS
COUNTY OF DOOR)

Personally came before me this _____ day of _____, 2019, the above-named David J. Ward and Stephanie L. Reinhardt, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission Expires: _____

PROPERTY OWNER

Dated: _____

By: _____
Keith Duquaine, President
Duquaine Development, Inc.

STATE OF WISCONSIN)
)SS
COUNTY OF DOOR)

Personally came before me this _____ day of _____, 2019, the above-named Keith Duquaine, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

Part of the Northeast 1/4 of the Southeast 1/4, Section 12, T27N-R25E, Town of Nasewaupee, Door County, Wisconsin, more fully described as follows:

Commencing at the Southeast corner of Section 12, T27N-R25E; thence N0°08'44"E, 2649.11 feet along the East line of the Southeast 1/4 of said Section; thence N88°10'21"W, 528.40 feet along the North line of the Southeast 1/4 of said Section to the point of beginning; thence S0°17'58"W, 329.97 feet; thence N88°10'21"W, 132.00 feet along a North line of Duluth Avenue Storage Park Condominium (Hanger 24, Condo Plats, Page 9, Document number 506711, Door county Records); thence S0°17'50"W, 330.45 feet along the West line of said condominium; thence N88°01'15"W, 331.04 feet along the North line of said condominium; thence S0°22'36"W, 659.52 feet along the West line of said condominium; thence N87°51'51"W, 332.03 feet along the South line of the Northeast 1/4 of the Southeast 1/4 of said Section; thence N0°26'55"E, 1108.51 feet along the West line of the Northeast 1/4 of Southeast 1/4 of said Section; thence S88°10'12"E, 208.71 feet; thence N0°27'14"E, 208.71 feet; thence S88°10'21"E, 583.69 feet along the North line of the Southeast 1/4 of said Section to the point of beginning. Excepting those portions used for road right of way.

Parcel contains 654,443 Sq. ft. / 15.02 Ac. more or less to the Section line.

Parcel contains 635,174 Sq. ft. / 14.58 Ac. more or less to the right of way.

Parcel subject to easements and restrictions of record.



4329 Nicolet Drive
Green Bay, WI 54311

To the City of Sturgeon Bay:

Duquaine Development seeks tax financial assistance for the continued development of the Bay Pointe Apartments phase two that consists of a 26 unit and a 4 unit building located on the northern end of the current site. We would like to formally request \$331,000.00 in funds to ensure the development is financially feasible given the construction cost environment. This housing project will bring in additional needed rental housing to the area therefore allowing for additional economic and population growth while diversifying the tax base.

Thank you,

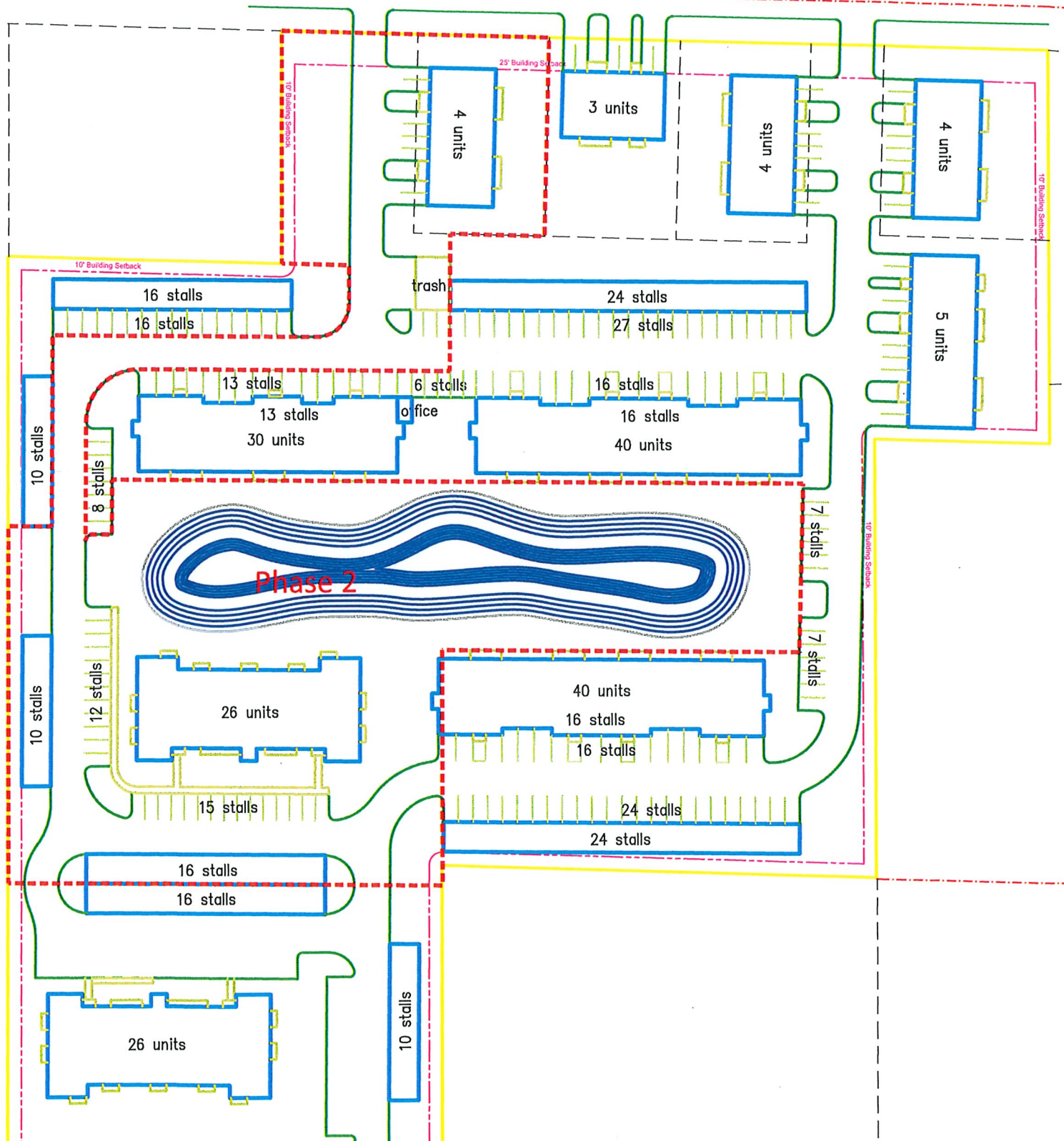
Matthew A Musbach

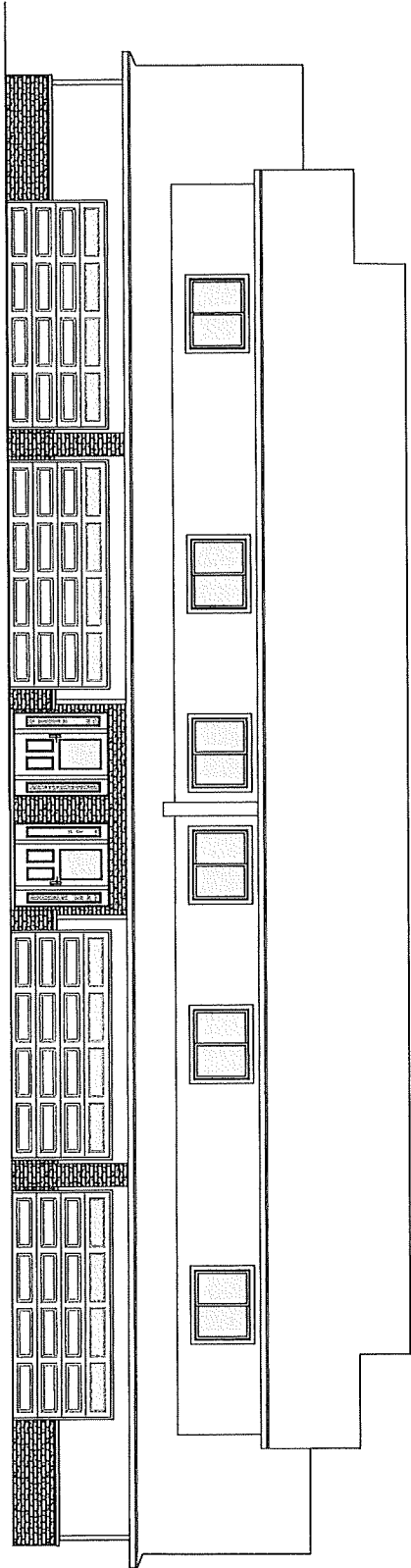
<u>30 Units</u>			<u>Per Unit</u>
\$	438,672.00	EFF Gross Income	\$ 14,622.40
\$	<u>175,512.67</u>	Operating I 40%	\$ 5,850.42
\$	263,159	NOI	\$ 8,771.98
\$	3,620,000.00	Hard Cost	\$ 120,666.67
\$	75,000.00	Garages 10	\$ 7,500.00
\$	565,000.00	Soft Cost	\$ 18,833.33
			\$ -
\$	<u>550,000.00</u>	Sitework Cost	\$ 18,333.33
\$	4,810,000.00	Total Development Co:	\$ 160,333.33

5.47% Actual Cap Rate NOI/Total Development Cost

6.50% Cap Rate Value in the current marketplace

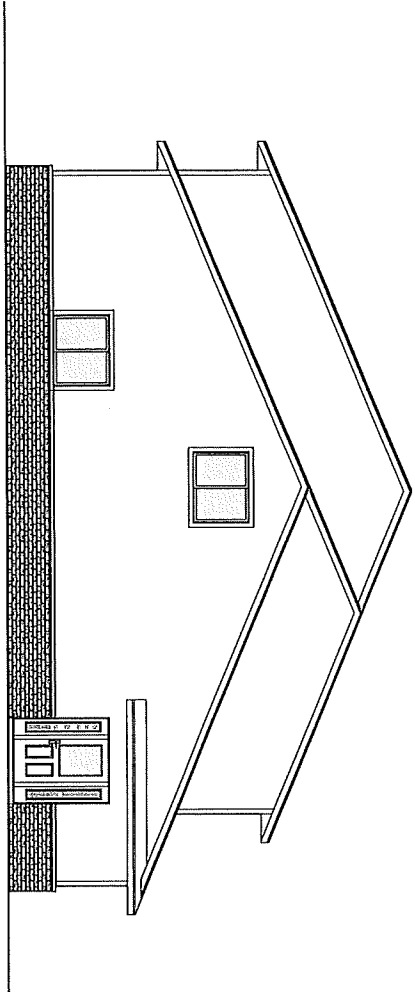
\$	<u>4,048,605.12</u>	Maximum construction cost required to meet a mkt cap rate
\$	761,394.88	Difference Needed to fund project





TOWNHOME
3 Bedroom POD

FRONT ELEVATION



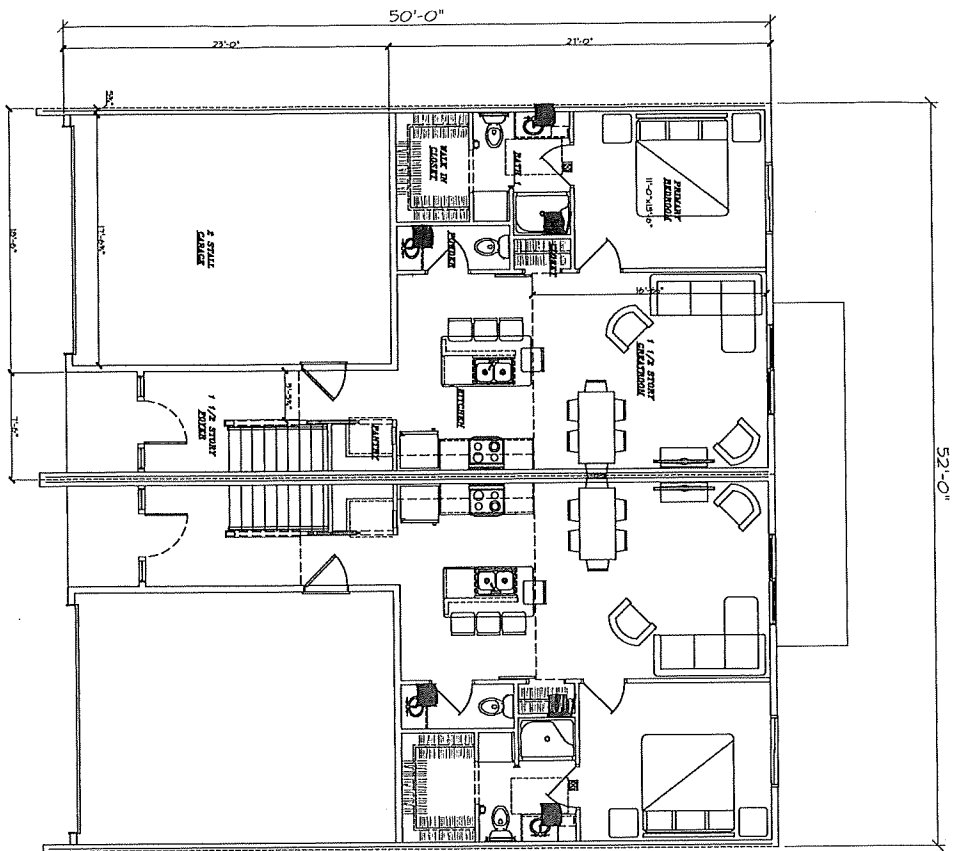
SIDE ELEVATION

PRELIMINARY-NOT FOR CONSTRUCTION

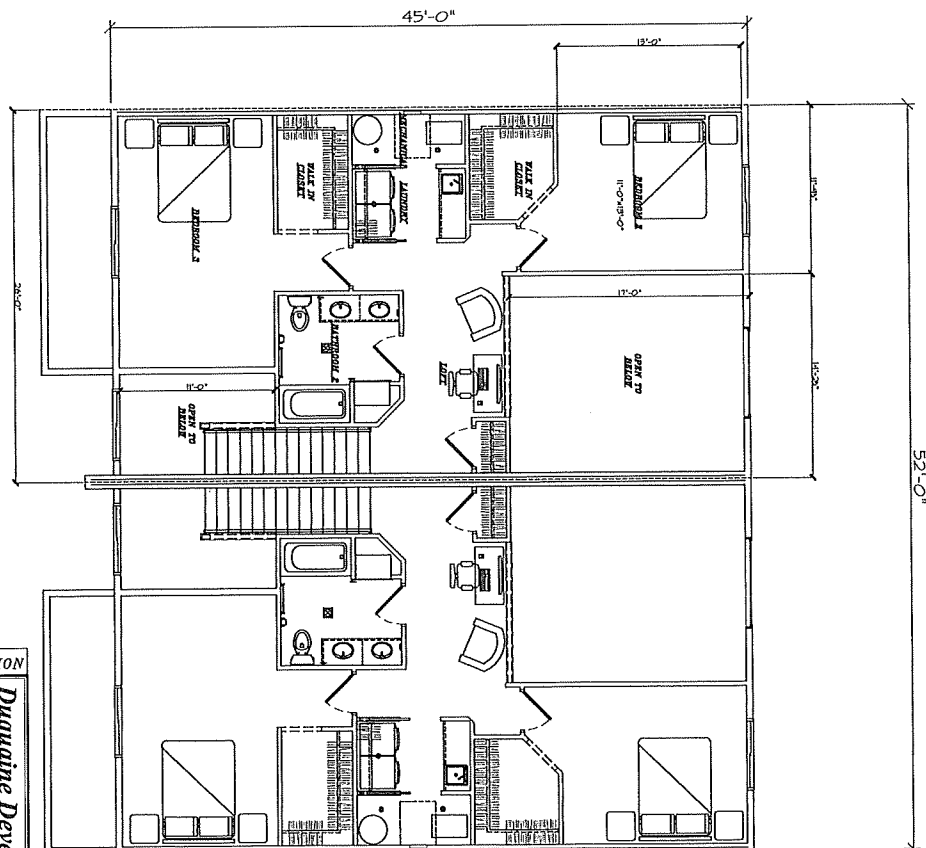
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and Duquaine Development. No reproduction
without written permission. Date, 2022

LaPlant
Architecture, LLC
BRAND
PROJECT NO.
SHEET
DATE
DRAWN BY
CHECKED BY
DATE
10/20/2022
10/20/2022
10/20/2022

Duquaine Development
Bay Pointe Apartments LLC
Townhomes Surgeon Bay, Wisconsin
1.1



FIRST FLOOR



SECOND FLOOR

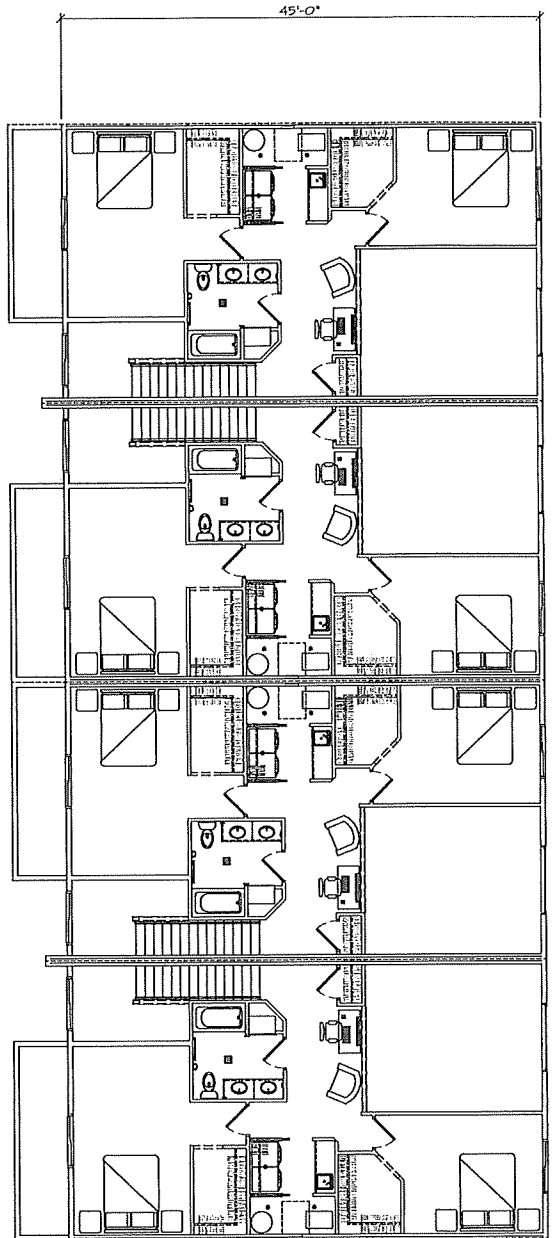
PRELIMINARY--NOT FOR CONSTRUCTION

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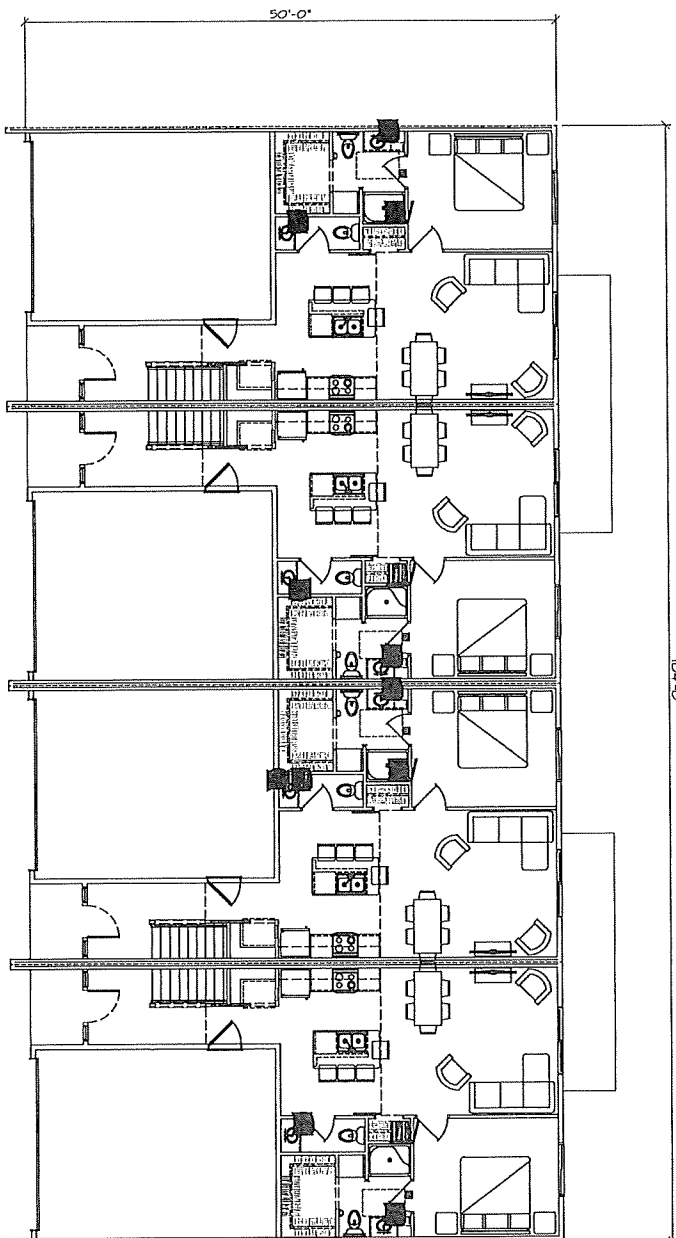
Duquaine Development
Bay Pointe Apartments LLC
Townhomes Surgeon Bay, Wisconsin

Lapoint Architecture LLC
Architects
1400 N. 10TH AVE.
SUITE 200
MILWAUKEE, WI 53233
TEL: 414.224.1111
WWW.LAPOINTARCHITECTURE.COM

2.1



SECOND FLOOR



FIRST FLOOR

TOWNHOME
3 Bedroom POD

PRELIMINARY-NOT FOR CONSTRUCTION

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Duquaine Development
Bay Pointe Apartments LLC
Townhomes Sturgeon Bay, Wisconsin

LaPlant Architecture, LLC
10401
bayanplantarchitecture@yahoo.com

OFFICE: 225 WILLARD DRIVE
MILWAUKEE, WI 53212
TEL: 414.361.1111
FAX: 414.361.1112

DATE: 1/23/2022
PROJECT: 22-01
SHEET: 2.2.2



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



Joshua J. Van Lieshout
 City Administrator

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

Memorandum

To: Common Council

From: Josh Van Lieshout, Administrator

Re: ATC Settlement Agreement

Date: June 14, 2023

Item: ATC Settlement Agreement

Discussion: As we are all aware American Transmission Company recently completed construction of the underground bay crossing. The west and east side connection are on land owned by the City, the west side location being a part of the West Waterfront Plaza (WWP) project being developed by Peter and Jennifer Gentry.

Initially the City had approved and recorded an easement for the location of the underground transmission line, working with ATC to minimize disturbance and maximize the remaining development site opportunities.

On July 15, 2022 ATC shared with the City an 'as-built' easement. Staff mapped the 'as-built' legal description and discovered the location of the transmission line and new easement is nearly entirely to the north of the previously approved location. ATC's actions presented a series of challenges that impacted both the WWP Development project and other undeveloped city lands. The Common Council on November 1, 2022 approve the distribution from ATC, directing \$162,250 to WWP Development and \$69,700 to the City for incurred losses.

Pending approval of this settlement agreement the matter with ATC will be resolved. The purpose of the agreement is to acknowledge the receipt of funds for the new easement, release of the old easement, release of liability, claims and wrongdoing.

Recommendation: Approve the agreement as drafted.

Options: Approve as drafted

Modify some or all terms

Direct staff to take other action

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into between American Transmission Company LLC, a Wisconsin limited liability company, by its corporate manager, ATC Management Inc., a Wisconsin corporation (together, "ATC") and the City of Sturgeon Bay, Wisconsin, a Wisconsin municipality (the "City"), effective the date of the last signature, below. ATC and the City shall be collectively referred to as the "Parties", and each individually, a "Party."

WHEREAS, the City granted ATC an underground electric transmission line easement (the "Original Easement"), a copy of which is attached as Exhibit A, on the City's property which was recorded on June 30, 2020;

WHEREAS, the Original Easement was supplemented with a correction ("Correction Easement"), a copy of which is attached as Exhibit B, which was recorded on December 1, 2020;

WHEREAS, after installation of the underground electric transmission line was complete, it was subsequently determined that the underground electric transmission line was not installed in the area described on the Original Easement and Correction Easement (collectively, the "Old Easements");

WHEREAS, ATC and the City agree that a new underground electric transmission line easement (the "New Easement"), a copy of which is attached as Exhibit C, that accurately reflects the location of the underground electric transmission line should be signed by the Parties and then recorded;

WHEREAS, the City is working with a developer, WWP Development, LLC (the "Developer"), for a development adjacent to the areas described in the Old Easements and New Easement;

WHEREAS, ATC has reviewed the Developer's plans and has prepared an Agreement Regarding Interest In Land (the "Development Encroachment Agreement"), a copy of which is attached as Exhibit D, to permit and approve Developer's plans consistent with ATC's easement rights;

WHEREAS, the Parties desire to fully resolve and settle the inaccuracies of the Old Easements and costs incurred by the City associated with the same, establish the approval for Developer's plans, and enter the New Easement without the risk or expense of litigation;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated into this Agreement as if set forth in full herein. The Parties acknowledge and agree that the recitals are true and correct.

2. **New Easement Payment.** ATC agrees to pay the City \$231,950.00 by check made payable to the City of Sturgeon Bay (the "New Easement Payment") as consideration for execution of the New Easement. The New Easement Payment shall be delivered to the City within fifteen (15) days after ATC receives a signed copies from the City of (a) this Agreement and (b) the New Easement, and; from the Developer (c) the Development Encroachment Agreement.

3. **Release of Old Easements.** Following execution and recording by ATC of the New Easement, which recording shall be completed within thirty (30) days after ATC receives a signed copies of (a) this Agreement, (b) the New Easement, and (c) the Development Encroachment Agreement, ATC shall release the Old Easements, via a release form in substantially the same format as that in Exhibit E, attached to this Agreement.

4. **Release of Liability and Claims.** In consideration for the New Easement Payment, the receipt and sufficiency of which the Parties acknowledge, the City, on behalf of itself, its heirs, successors, predecessors or assigns, its agents, officers, directors, employees, affiliates, insurers, and attorneys, hereby releases and forever discharges ATC and its successors, predecessors or assigns, and their agents, officers, directors, employees, affiliates, insurers, and attorneys from any and all liability or claims which have been asserted or which the City may currently be entitled to assert against ATC arising out of the Old Easements and New Easement, including construction, actual placement of the underground transmission line, Developer costs, and any other such related liability or claims.

4.5. **Denial of Liability or Wrongdoing.** The Parties acknowledge and agree that the Agreement is a compromise and settlement, and neither the execution of the Agreement nor the releases contained in the Agreement, shall be construed as an admission of any liability, wrongdoing, or impropriety whatsoever by ATC, by whom all liability, wrongdoing or impropriety is expressly denied.

5.6. **Authority to Contract.** Each signatory below represents and warrants that they have the authority to enter this Agreement on behalf of their respective Party.

6.7. **No Assignment.** The City represents and warrants that it has not sold, assigned, conveyed, or otherwise transferred, prior to the execution of this Agreement, any interest in any claim or demand which City had, or now has, or may claim to have which is covered by this Agreement.

7.8. **Knowing and Voluntary Agreement.** Each Party represents that it had the opportunity to consult with counsel of its choice, that it has read and fully understands all of the provisions of this Agreement, and that it is voluntarily entering into this Agreement.

8.9. **Governing Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Wisconsin.

9.10. **Entire Agreement.** This Agreement is the sole, only, entire and complete agreement between the Parties relating in any way to the subject matter hereof. No statements,

promises or representations have been made by any party to any other party, or are relied upon, or can be relied upon and no consideration has been or is offered, promised, expected or held out, other than as stated in this Agreement. There are no oral or written collateral agreements. All prior discussions and negotiations have been, and are, merged and integrated into, and are superseded by, this Agreement.

~~10.11.~~ **Counterparts.** This Agreement may be signed in one or more counterparts, each such counterpart being as fully effective as if a single original had been signed, but all of which taken together shall constitute one and the same Agreement.

AGREED AND ACCEPTED:

**AMERICAN TRANSMISSION COMPANY LLC,
by its corporate manager, ATC Management Inc.**

By: _____

Title: _____

Date: _____

CITY OF STURGEON BAY

By: _____

Title: _____

Date: _____

EXECUTIVE SUMMARY

Title: Amendment to Development Agreement with WWP Development, LLC (Sturgeon Bay Plaza)

Background: Several months ago, the Common Council entered into a development agreement with WWP Development, LLC. The project is The Sturgeon Bay Plaza, a bar/deli project with outdoor seating on the West Waterfront. The project has been delayed by the relocated ATC easement and compensation issue. The settlement with ATC is finalized and is expected to be approved by the Common Council. A portion of the settlement funds is proposed to go to WWP Development due to the negative impacts of the relocated easement. An amendment to the development agreement has been drafted by the City Attorney to include the compensation. The amendment also covers the shifting of the building site due to the relocated easement.

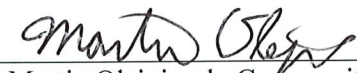
In addition, per the original agreement an application for a community development investment (CDI) grant was submitted and it was recently approved. It was decided to amend the development agreement to include language on the approved grant. The grant funds, consistent with the grant contract, will be used for the outdoor amenities associated with the project.

All other provisions of the original development agreement remain intact.

Fiscal Impact: Other than the cost of drafting and reviewing the amendment, there is no fiscal impact. The original agreement calls for TIF assistance in form of a developer-financed TIF loan in the amount of \$685,000 to be covered by tax increments from the new development.

Recommendation: Approve the amendment to the Development Agreement with WWP Development, LLC.

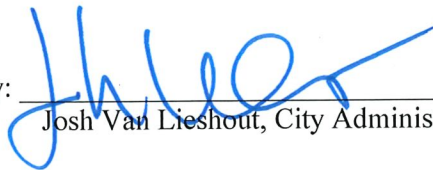
Prepared by:



Martin Olejniczak, Community Development Director

6/14/2023
Date

Reviewed by:



Josh Van Lieshout, City Administrator

6/15/23
Date

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
(The Sturgeon Bay Plaza)**

This First Amendment of Development Agreement (this "Amendment") is made this ____ day of ____ 2023, by the City of Sturgeon Bay, Sturgeon Bay, Wisconsin, a Wisconsin municipal corporation (the "City"), and WWP Development, LLC, a Wisconsin Limited Liability Company ("Developer") to update and amend a Development Agreement executed by the Parties on October 11, 2022 (the Agreement).

RECITALS

A. Developer proposes to redevelop the site along the north side of E. Maple Street and westerly side of the Oregon Street Bridge corridor in the City of Sturgeon Bay and as legally described in Section A.1 of the Agreement, (the "Property"). The redevelopment involves the Building and the Hardscape Amenities as both terms are defined in Section A.2 of the Agreement (collectively, the "Project").

B. The City determined it would be beneficial to the health, welfare and prosperity of its residents to provide financial assistance for the Project by providing reimbursement to Developer of a portion of the costs of the Project, to be paid from Tax Increments generated by the increased value of the Property in accordance with the Agreement.

C. Before the commencement of construction, the Parties became aware of the need to relocate an electrical transmission line easement in a manner requiring the modification of the site plan and requiring the amendment of some terms and conditions of the Agreement.

D. The City has determined and continues to believe the development and fulfillment of the terms and conditions of the Agreement as modified by this Amendment are in the vital and best interests of the City and its residents and serve public purposes in accordance with State and local law, because the Amended Project will encourage further economic development, expand the City's tax base, increase property tax revenues, further blight elimination, and create jobs in downtown Sturgeon Bay.

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

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

A. Continuation of Terms of Agreement. Except as specifically provided herein, the representations, conditions, terms and warranties of the Agreement shall remain in full force and effect. If any provision of the Agreement may be read to be contrary to the provisions of this Amendment, the provisions of the Amendment shall take precedence.

B. Relocation of the Underground Electrical Transmission Easement

1. Encroachment on Property. The Project shall proceed on the Property defined in the Agreement, except that the Property is now partially encumbered by a relocated utility easement described in a certain document recorded in the office of the Register of Deeds for Door County, Wisconsin, on the * day of *, as Document No. * in favor of American Transmission Company LLC, a Wisconsin limited liability company, and its manager ATC Management Inc., a Wisconsin Corporation (ATC Easement)
2. Use Agreement. Developer is subject to certain limitations regarding its use of the ATC Easement portion as provided in an Agreement Regarding Interest in Land, a copy of which is attached hereto and incorporated as Exhibit A (Use Agreement).
3. Movement of Building Site. Due to the location of the ATC Easement and the terms of the Use Agreement, Developer cannot locate the structure at the location on the Property originally planned. Instead, the Developer shall construct the structure in the location indicated in the site plan attached and incorporated as Exhibit B.

C. Consideration for Encroachment and release

1. Consideration for Encroachment to Developer. In consideration for the relocated ATC underground electrical transmission easement the City will receive compensation from ATC. To compensate for costs such as redrafting and delay caused by the relocation of the ATC Easement, the City shall pay to the Developer, in a single lump sum, \$169,250 (Encroachment Compensation). Such payment shall be made within 30 days of either the receipt by the City of the compensation from ATC or the issuance of a building permit for the Project, whichever occurs later.
2. Release of Liability and Claims. In consideration of the Encroachment Compensation, the sufficiency of which the Parties acknowledge, the Developer, on behalf of itself, its heirs, successors, predecessors or assigns, its agents, officers, directors, employees, affiliates, insurers, and attorneys, hereby releases and forever discharges the City and its successors, predecessors or assigns, and their agents, officers, directors, employees, affiliates, insurers, and attorneys from any and all liability or claims which have been asserted or which the Developer may currently be entitled to assert against City arising out of the Old Easements and New Easement, including construction, actual placement of the underground transmission line, Developer costs, and any other such related liability or claims.

D. WEDC Grant. As directed in paragraph C 6 of the Agreement, the City has applied for and received a WEDC grant in the amount of \$250,000. Such funds will be used at the City's discretion for the benefit of the Developer to provide improvements such as may include public parking, lighting, signage, pedestrian paths, landscaping, seating, public art, water features, recreational activities, drainage and other infrastructure, and other park amenities. At least \$215,000 of the grant funds will be used to reimburse

developer for expenses incurred for such improvements constructed within the within park area. Not more than \$35,000 may be used to reimburse the City for expenses incurred for the creation of public parking.

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

City of Sturgeon Bay, Wisconsin

By: _____
David J. Ward, Mayor

Attest: _____
Stephanie L. Reinhardt, City Clerk

STATE OF WISCONSIN)
)ss.
DOOR COUNTY)

Personally appeared before me this ____ day of _____, 2023, the above-named David J. Ward and Stephanie L. Reinhardt, the Mayor and City Clerk, respectively, of the City of Sturgeon Bay, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority.

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

WWP Development, LLC

By: _____
Jennifer Gentry, Sole Member

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally appeared before me this ____ day of _____, 2023, the above-named Jennifer Gentry, Sole Member of WWP Development, LLC to me known to be the person who executed the foregoing agreement on behalf of said entity and by its authority.

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

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

Exhibit A

Document No.

AGREEMENT REGARDING INTEREST IN LAND

AGREEMENT made this ____ day of _____, 2023 by and between American Transmission Company LLC, a Wisconsin limited liability company, and its manager ATC Management Inc., a Wisconsin Corporation, hereinafter referred to as "ATC", and **WWP Development, LLC**, hereinafter referred to as "Permittee".

WHEREAS, Permittee is the lessee of Lot 3 of Certified Survey Map No. 3476, recorded as Doc. No. 845579 being a part of the NE ¼ of Section 7, T27N, R26E, City of Sturgeon Bay, Door County, Wisconsin.

WHEREAS, ATC is the owner of electric line easement rights affecting said land. Said easement rights arise by virtue of that certain easement dated *,* granted to American Transmission Company LLC, a Wisconsin limited liability company, and its manager ATC Management Inc., a Wisconsin Corporation, and its successors and assigns, which easement rights are set forth in that certain document recorded in the office of the Register of Deeds for Door County, Wisconsin, on the * day of *, as Document No. * (hereinafter the "ATC easement").

WHEREAS, Permittee desires to erect and maintain **landscaping, walkways, and outside seating areas*** (hereinafter "Permittee's Improvement") subject to the ATC easement, and

WHEREAS, the location of Permittee's Improvement shall be kept in accordance with the provisions provided in paragraph 2 below and of the ATC easement.

NOW **THEREFORE**, ATC grants permission to Permittee to erect and maintain Permittee's Improvement as described herein. This permission is given subject to and limited by the following conditions, agreements and stipulations, and applies only insofar as ATC's interests are concerned in said lands.

1. The permission herein granted extends only to the extent of ATC's interests in the ATC easement and does not relieve Permittee from the responsibility of obtaining permission for the installation of Permittee's Improvement from the owners of other interests in the ATC easement area including but not limited to, the property owners and the owners of other structures, facilities, or improvements within said easement area.
2. Permittee agrees that all work performed in proximity to the electric transmission facilities shall comply with all applicable laws, rules and regulations, including but not limited to the O.S.H.A. Construction Industry Standards applicable to safe work practices and the operation of equipment near electrical lines and equipment, and the provisions of the Wisconsin State Electrical Code and any amendments thereto. Permittee further agrees to the following conditions:
 - a) Permittee shall not place excavated soil piles in the ATC easement
 - b) Permittee shall not park heavy construction vehicles in the ATC easement
 - c) Grade changes in the ATC easement over (+/-) 1 foot are not permitted without prior ATC approval.
 - d) Prior to backfilling, an ATC Field Representative must inspect the area.
 - e) Planting around riser pole will be native grass bunches not to exceed 5 feet in height.
 - f) Permittee shall not place any light standards within the ATC easement.
 - g) Permittee shall not plant any trees within the ATC easement.
 - h) Permittee shall refer to ATC guide, Sections 6.0-8.0 when excavating near ATC direct buried pipe and duct packages. ATC transmission lines are covered by or surrounded by a thermal fill material to provide heat dissipation of the transmission line. Excavation of the thermal fill material during Permittee's Improvement requires thermal fill material to be replaced in kind. Details of the fill material are found in the ATC guide section 7.0, Thermal Backfill.
3. Permittee shall protect, indemnify, save and hold harmless ATC and its affiliated corporations along with its officers, agents and employees from any and all claims, demands, actions, liabilities, costs and expenses (including attorney's fees), which may be made or brought against or incurred by ATC and its affiliated corporations or its officers, agents or employees caused by, arising out of or in any way connected with Permittee's Improvement or Permittee's use of the ATC easement, whether or not such injury or damage was caused in part by ATC.
4. In the event it is necessary for ATC to reconstruct, protect, modify, adjust, replace, repair, or relocate the electrical transmission facilities located within the ATC easement due to the construction, operation, maintenance or existence of Permittee's Improvement, Permittee agrees, at its sole discretion, either to remove Permittee's Improvement, or to promptly reimburse ATC for the costs and

Record this document with the Register of Deeds

Name and Return Address:
American Transmission Company LLC
801 O'Keefe Rd.
De Pere, WI 54115
ATTN: Greg Belanger

Tax Parcel Number

2811210080101A3

5. Permittee shall contact Diggers Hotline at (800) 242-8511 at least 3 days prior to any work, excavation, or construction within the ATC easement in order to determine the location of electric, telephone and gas facilities within the ATC easement and the applicable clearance requirements for work performed in proximity to such facilities.

7. This permission is given subject to the superior and paramount rights of ATC for the operation, construction, replacement, and maintenance of its electrical transmission facilities, therefore ATC may revoke this permission as needed in future without compensation paid to Permittee.

This Agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.

WWP Development, LLC
Peter Gentry, Owner

ACKNOWLEDGMENT

My commission expires: _____

American Transmission Company LLC,
a Wisconsin limited liability company
By: ATC Management Inc., its Corporate Manager

By: _____
Name: **David Hollenberger**
Title: **Manager Real Estate and Local Relations**

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF)

Personally, came before me this _____ day of _____, 2023, the above-named **David Hollenberger, Manager Real Estate and Local Relations** of American Transmission Company LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My commission expires: _____

0 5 10 20
FEET

NORTH

1 Place Street Tree here.
2 Place Arbor Vitae here.
3 Place new Autumn Maple here.
4 Place three (3) new Blue Spruce here.
5 Landscape bed with a variety of the following:
- Mass Fern Liliac
- Wine and Rose Weigels
- Stone Burning Bush
- Sea Green Juniper
- Dotted Firebark
- Dogwood
- Knockout Rose
- Japanese Yew
All of the above to be placed owner's discretion to maintain compliance with City of Surgeon Bay Code.

All landscape beds to be either landscape stone or mulch over weed barrier (unless otherwise noted).

FILE PROJECTS	PROJECT DIRECTORY FOR ONE SAME, INTERFAC	DRAWN BY: VD
PLAN NAME: 24731-DES02		DESIGNED BY: P.JH
REVISED DATE:		DATE: 7-29-22
SCALE:		JOB NUMBER 24731